



**FLORENCE CITY COUNCIL**  
**Regular Meeting Agenda**  
**Monday, April 15, 2024, 6:30 PM**

Watch this meeting live on the City's YouTube channel at  
<https://www.youtube.com/@CityofFlorenceCO>

- 1) **CALL TO ORDER & PLEDGE OF ALLEGIANCE**  
City Council Chambers, 600 W. 3rd Street, Florence, CO 81226
- 2) **ROLL CALL:** Councilmembers Gardner, MacKinnon, Mergelman, Stiefel, Stone, and Vanhoutan;  
Mayor Wolfe
- 3) **PRESENTATIONS**
  - a) Arbor Day Proclamation
  - b) Randy Gradishar Day Proclamation
  - c) Tree Board recommendations
- 4) **PUBLIC COMMENTS**  
Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion (three minutes).
- 5) **CONSENT AGENDA**
  - a) Consider approving the minutes as written for the Regular City Council Meeting on April 1, 2024
  - b) Consider approving City expenditures prepared April 4, 2024, in the amount of \$74,233.61; April 11, 2024 in the amount of \$77,908.30
  - c) Consider approving the annual liquor license renewal for The Patio Pub
  - d) Consider approving a modification of premises request for The Patio Pub
  - e) Consider authorizing the City Manager to enter into an agreement with Tri-State Fireworks, Inc. for the purchase and delivery of fireworks in the amount of \$16,000
- 6) **OLD BUSINESS**
  - a) Consider approving the second reading of Ordinance No. 3 –2024, an Ordinance authorizing the lease agreement renewal for the Colorado State Patrol, Troop 2A
  - b) Consider approving the second reading of Ordinance 4-2024, an Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission
  - c) Consider approving the second reading of Ordinance 5-2024, an Ordinance adding Chapter 2.25 of the Florence Municipal Code relating to the Board of Zoning Adjustment
- 7) **NEW BUSINESS**
  - a) Consider adopting a Resolution adopting an ARPA Tree Maintenance Program for the City of Florence, Colorado
  - b) Consider adopting a Resolution setting water rates and capital improvement charges to be assessed to the East Florence Water Association
- 8) **COUNCIL UPDATES**
  - a) City Council Reports
  - b) City Manager Report
- 9) **EXECUTIVE SESSION(S):**  
Pursuant to C.R.S. §24-6-402(4)(b), an executive session for the purpose of conferencing with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions pertaining to any item listed on the agenda herein and/or any related discussion that may arise thereto. Such executive session may be entered into at any time or at any point on the agenda, if necessary and with the requisite Council approval.
- 10) **ADJOURNMENT:** Adjournment until the next regular City Council Meeting (Monday, May 6, 2024)

# PROCLAMATION

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

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

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

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

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

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal and;

**WHEREAS**, the City of Florence has been recognized as Tree City, USA by the National Arbor Day Foundation Association.

**NOW, THEREFORE BE IT RESOLVED**, that I, Steve Wolfe, Mayor of the City of Florence, Colorado, do hereby proclaim April 26, 2024 as

## Arbor Day

in the City of Florence, Colorado, and urge all citizens to celebrate and support efforts to protect our trees and woodlands.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Florence, Colorado to be affixed this 15<sup>th</sup> day of April, 2024.

CITY OF FLORENCE, COLORADO

\_\_\_\_\_  
Steve Wolfe, Mayor

Attest:

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

(SEAL)

# PROCLAMATION

**WHEREAS**, in 1974, Randy Gradishar was drafted 14<sup>th</sup> overall by the Denver Broncos and subsequently spent ten years playing for the Broncos franchise; and

**WHEREAS**, Gradishar played middle and later inside linebacker as part of the Broncos' Orange Crush Defense, one of the top defenses of its time, and is the all-time leading tackler in Denver Broncos history; and

**WHEREAS**, Gradishar assisted the Broncos to Super Bowl XII, their first Super Bowl appearance, in 1977; and

**WHEREAS**, Gradishar earned honors such including NFL Defensive Player of the Year, UPI Defensive Player of the Year, the George Halas Trophy, and seven Pro Bowl nominations during his distinguished career; and

**WHEREAS**, Gradishar was inducted into the Ohio State Hall of Fame in 1983, the Colorado Sports Hall of Fame in 1987, the Denver Broncos' Ring of Fame in 1989, and the College Football Hall of Fame in 1998; and

**WHEREAS**, Gradishar was selected for induction into the Pro Football Hall of fame in 2024; and

**WHEREAS**, Gradishar has given back to the community through extensive charity work and;

**WHEREAS**, Gradishar has a special place in the Florence and Fremont County communities, having volunteered his time with the Huskies Football program and through the prison ministry.

**NOW, THEREFORE BE IT RESOLVED**, that I, Steve Wolfe, Mayor of the City of Florence, Colorado, do hereby proclaim April 18, 2024 as

## Randy Gradishar Day

in the City of Florence, Colorado, and urge all citizens to join with me in thanking Randy for his service to the community and in celebrating his accomplishments both on and off the football field.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Florence, Colorado to be affixed this 15<sup>th</sup> day of April, 2024.

CITY OF FLORENCE, COLORADO

\_\_\_\_\_  
Steve Wolfe, Mayor

Attest:

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

(SEAL)

## **COUNCIL DISCUSSION FORM**

**MEETING DATE:**    **APRIL 15, 2024**

**STAFF CONTACT:**   **AMY NASTA, CITY MANAGER**

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**Agenda Item:**        Tree Board Recommendations

**Department:**        Administration

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### **Background/Description of Item:**

The Tree Board will present the Florence City Council with recommendations regarding trees in the community.



**FLORENCE CITY COUNCIL**  
**Regular Meeting Minutes**  
**Monday, April 1, 2024, 6:30 PM**

Watch this meeting live on the City's YouTube channel at  
<https://www.youtube.com/@CityofFlorenceCO>

**1) CALL TO ORDER & PLEDGE OF ALLEGIANCE**

**City Council Chambers, 600 W. 3rd Street, Florence, CO 81226**

Mayor Wolfe called the meeting to order at 6:30 p.m. with the Pledge of Allegiance.

**2) ROLL CALL**

Mayor Wolfe	Present
Councilman Vanhoutan	Present
Councilman Stiefel	Present
Councilwoman Stone	Present
Councilman Mergelman	Present
Councilwoman Gardner	Present
Councilwoman MacKinnon	Present

**OTHERS PRESENT:** City Clerk Cortlyne Huppe, City Manager Amy Nasta, Director of Public Works Sam Elstun, and City Attorney Dan Findlay.

**3) PRESENTATIONS**

**a) Sexual Assault Awareness Month Proclamation**

Mayor Wolfe invited Ashley Ruth from the Family Crisis Center to the dais while he recited the Sexual Assault Awareness Month proclamation.

**4) PUBLIC COMMENTS**

**Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion (three minutes).**

Kathy Madonna- 504 Brookeway

Spoke in favor of Sarah Glenn, and encouraged City Council to educate themselves on matters of the lawsuit.

**5) CONSENT AGENDA**

**a) Meeting Minutes for March 18, 2024**

**b) Expenditure Approval for March 14, 2024, in the amount of \$83,705.07, March 21, 2024, in the amount of \$132,928.54, and for March 28, 2024, in the amount of \$93,189.66**

Councilor Gardner motioned to approve the Consent Agenda. Councilor Stone seconded. With the Councilmembers voting in favor of the motion, the motion carried.

6) **OLD BUSINESS**

- a) **Consider approving the second reading of Ordinance No. 2-2024 budgeting and appropriating additional sums of money for the Pool Park and Recreation Fund for the 2023 budget year**

City Manager Amy Nasta noted the statutory requirement to update the appropriated sums of money because the expenditures exceeded the allocated fund amounts.

Motion to approve Ordinance No. 2-2024: an ordinance budgeting and appropriating additional sums of money for the Pool Park and Recreation Fund for the 2023 budget year: Councilor MacKinnon

Seconded by: Councilor Mergelman

7 Ayes

Motion passed: 7 – 0

7) **NEW BUSINESS**

- a) **Consider adopting a Resolution adopting an Outside Agency Funding Requests Program for the City of Florence, Colorado**

City Manager Nasta presented the Outside Agency Funding Requests Program, which was created utilizing City Council's direction provided at the March 4, 2024 work session. The program focuses on improving Florence citizen's quality of life, and being of a direct benefit to the City of Florence and its local businesses. At the work session, the City Council requested certain criteria be a part of the selection process: preference towards local/physical locations, consideration of services offered by the organization, projects or specific use preferred, end-of-year follow-up, 501c3 preferred, show history of grant or funding sources, maximum \$5k per entity, and the listing of ineligible uses. The overview document, included with the program, also outlined the funding selection process, which City Manager Nasta elaborated on. She stated the City Council ultimately provides consensus to determine who receives funding.

Peg Piltingsrud- 5019 County Road 123, Penrose

Noted the number of organizations that impact Florence's quality of life, and the volunteer hours it takes to be successful.

Sue Kinzer- 302 Wilson Avenue

Questioned who the review committee would be comprised of.

Mayor Wolfe confirmed the City Council would only be approving the program, and overview document.

Councilor Mergelman questioned the timeline for the proposed program.

City Manager Nasta anticipated the funding process would take place in early fall before the annual budget public hearing in October. She also clarified the review committee would be comprised of two appointed City Council members, the City Manager, and the Finance Officer. The committee make up could be modified by action from the Council.

Mayor Wolfe confirmed the City Council would have to accelerate the 2024 Outside Agency Funding process once the program was established.



Discussion ensued on the 501c3 requirements, and Mayor Wolfe suggested the language be adjusted to be 501c inclusive.

City Manager Nasta reiterated applicants would be required to present before the City Council, and the application format could be altered.

Motion to adopt Resolution 5 – 2024, a Resolution providing for the adoption of an Outside Agency Funding Requests Program for the City of Florence, Colorado, amending the 501c3 language to 501c:

Councilor Vanhoutan

Seconded by: Councilor Mergelman

6 Ayes, 1 Abstain MacKinnon

Motion passed: 6 - 0

**b) Consider adopting an Ordinance authorizing the lease agreement renewal for the Colorado State Patrol, Troop 2A**

City Manager Nasta stated the lease agreement needed to be approved by Ordinance per statute.

City Attorney Dan Findlay negotiated rental rates with the Colorado State Patrol, and opened them for questioning from the City Council.

Motion to approve Ordinance 3- 2024, an Ordinance approving the lease of the City property to the State of Colorado, acting by and through the Department of Public Safety for the use of the Colorado State Patrol and authorizing execution of related lease document(s): Councilor Gardner

Seconded by: Councilor MacKinnon

7 Ayes

Motion passed: 7 – 0

**c) Consider adopting an Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission**

City Manager Nasta stated staff is in the early stages of holistically revising the Florence Municipal Code. The ordinance being considered for Chapter 2.20 focuses on contextual changes for clarification and language updates that would not affect how the Planning Commission conducts business. City Council received an updated Ordinance with a language change in Section 2.20.110 stating “Except as specifically provided *in Statute or to contrary...*”

Mayor Wolfe questioned if the selection and application process would apply to all City committees.

City Manager Nasta stated the Board of Zoning Adjustments (BOZA) would have an identical selection process if the upcoming agenda item regarding the ordinance for BOZA were approved by the Council and she recommended adopting the same procedure for all City boards, committees, etc.

Motion to adopt Ordinance 4-2024, and Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission, as amended: Councilor Stone

Seconded by: Councilor Vanhoutan

7 Ayes

Motion passed: 7 – 0

**d) Consider adopting an Ordinance adding Chapter 2.25 of the Florence Municipal Code relating to the Board of Zoning Adjustment**

City Manager Nasta stated the main contextual change moves part of the BOZA chapter from Title 17 Zoning, to Title 2 Administration and Personnel. The move is consistent to where BOZA is housed in codes of other municipalities. The other changes in this ordinance were intended to provide clarification on selection and appointment, not how the board conducts business.

Motion to adopt Ordinance 5-2024, an Ordinance adding Chapter 2.25 of the Florence Municipal Code and repealing Chapter 17.88 both relating to the Board of Zoning Adjustment: Councilor Mergelman  
Seconded by: Councilor Stone  
7 Ayes  
Motion passed: 7 – 0

8) **COUNCIL UPDATES**  
**a) City Council Reports**

Councilor Stone was present for the Merchants Meeting where they are seeking volunteers for the upcoming Car Show. She also announced the Florence Chamber of Commerce's upcoming events.

Councilor Mergelman attended FEDC and commented on the incoming business, which constructs state of the art mini homes.

Councilor Vanhoutan attended Regional Water Board.

Mayor Wolfe enjoyed the Senior Center coffee chat, and business after-hours at Papa's. He went to the Merchant's Meeting, Regional Water Board, and acknowledged the hard work and willingness to volunteer by members of the Florence Chamber and Merchants Association.

**b) City Manager Reports**

City Manager Nasta noted the City's training and implementation of an improved billing and cash receipting systems. She also noted the statutorily required field audit was currently taking place.

Mayor Wolfe questioned how the new Code Enforcement Officer was doing.

Police Chief Sean Humphrey spoke positively and voiced his approval.

9) **EXECUTIVE SESSION(S):**  
**a) PC6015936-1 - Glenn v. City of Florence. Pursuant to C.R.S. §24-6-402(4)(b), an executive session for the purpose of conferencing with the City Attorney to receive legal advice pertaining to this pending litigation against the City.**

Councilor Gardner motioned to enter into executive session at 7:19 p.m., under C.R.S. 24-6-402(4)(b) for the purpose of conferencing with the City Attorney to receive legal advice pertaining to pending litigation against the City.

Seconded by: Councilor MacKinnon

7 Ayes

Motion Passed: 7 - 0

Attendees of the executive session were the Council, the City Attorney, and the City Manager.

The executive session adjourned at 7:36 p.m.



b) IF NECESSARY - Pursuant to C.R.S. §24-6-402(4)(b), an executive session for the purpose of conferencing with an attorney and/or to receive legal advice on specific legal questions pertaining to any item listed on the agenda herein and/or any related discussion that may arise thereto. Such executive session may be entered into at any time or at any point on the agenda, if necessary and with the requisite Council approval.

**10) ADJOURNMENT**

**Adjournment until the next regular City Council Meeting Monday, April 15, 2024**

Councilor Gardner motioned to adjourn the meeting. Councilor MacKinnon seconded. With all of the Councilmembers voting in favor of the motion, the motion carried.  
Mayor Wolfe adjourned the City Council Meeting at 7:36 p.m.

CITY OF FLORENCE, CO

BY: \_\_\_\_\_  
Steve Wolfe, Mayor

RESPECTFULLY SUBMITTED: \_\_\_\_\_  
Cortlyne Huppe, City Clerk

Report Criteria:  
 Detail report type printed

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
7	FREMONT SANITATION D	2024UB5597	0140608540	10829-2459 Museum	1	03/16/2024	32.88	.00	32.88	20244119	04/04/2024
		2024UB5597	0140608635	10837-2467 Water Plant	1	03/26/2024	32.88	.00	32.88	20240404	04/04/2024
		2024UB5597	0140608540	10838-2468 City Shop	1	03/26/2024	32.88	.00	32.88	20240404	04/04/2024
		2024UB5598	0444152100	10910-2537 Pool	1	03/26/2024	32.88	.00	32.88	20240404	04/04/2024
		2024UB5598	0140608751	10935-4758	1	03/26/2024	32.88	.00	32.88	20240404	04/04/2024
		2024UB5598	0140608635	10936-4759	1	03/26/2024	32.88	.00	32.88	20244117	04/04/2024
		2024UB5598	0140608751	10938-2559 Muni Annex	1	03/26/2024	53.43	.00	53.43	20244116	04/04/2024
		2024UB5598	0140608751	22838-2559 N Plant	1	03/26/2024	32.88	.00	32.88	20244118	04/04/2024
Total 7:							283.59	.00	283.59		
193	GOBINS	AR4328256	0141503700	LEASE	1	04/01/2024	262.07	.00	262.07	45221	04/04/2024
Total 193:							262.07	.00	262.07		
397	U S POSTAL SERVICE	APRIL 2024	0241503100	UTILITY BILLING	1	04/02/2024	760.82	.00	760.82	45215	04/02/2024
Total 397:							760.82	.00	760.82		
923	ALSCO	LDEN290981	0144202000	UNIFORM RENTAL-Street	1	03/27/2024	127.67	.00	127.67	45216	04/04/2024
		LDEN290981	0144202000	UNIFORM RENTAL - Cem	2	03/27/2024	11.33	.00	11.33	45216	04/04/2024
Total 923:							139.00	.00	139.00		
1066	CHEMQUEST, INC,	2768	0144107650	mosquito spray	1	03/28/2024	6,045.40	.00	6,045.40	45219	04/04/2024
Total 1066:							6,045.40	.00	6,045.40		
1229	CASELLE, INC.	132040	0141505600	Software Support - Admin	1	04/01/2024	335.34	.00	335.34	45218	04/04/2024
		132040	0141205600	Software Support - Court	2	04/01/2024	286.66	.00	286.66	45218	04/04/2024
		132040	0241505600	Software Support - Water	3	04/01/2024	647.00	.00	647.00	45218	04/04/2024
Total 1229:							1,269.00	.00	1,269.00		
1253	AT & T MOBILITY	2872917141	0142105000	POLICE	1	03/28/2024	2,132.40	.00	2,132.40	45217	04/04/2024
		2872917141	0141505000	ADMIN	2	03/28/2024	98.91	.00	98.91	45217	04/04/2024
		2872917141	0143105000	STREETS	3	03/28/2024	2,661.90	.00	2,661.90	45217	04/04/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		2872917141	0141305000	EXECUTIVE	4	03/28/2024	47.33	.00	47.33	45217	04/04/2024	
		2872917141	0144005000	PLANNING	5	03/28/2024	79.98	.00	79.98	45217	04/04/2024	
		2872917141	0141305000	EXECUTIVE	6	03/28/2024	39.99	.00	39.99	45217	04/04/2024	
		2872917141	0141505000	WATER	7	03/28/2024	687.04	.00	687.04	45217	04/04/2024	
		Total 1253:						5,747.55	.00	5,747.55		
1455	SAN ISABEL SERVICES	U0066276	0243658790	SO PLANT PROPANE	1	04/01/2024	423.55	.00	423.55	45225	04/04/2024	
		Total 1455:						423.55	.00	423.55		
1718	BLACK HILLS ENERGY	0520289929	0143107540	STREET LIGHTS	1	03/29/2024	86.23	.00	86.23	20244114	04/04/2024	
		8398746140	0143107540	STREET LIGHTS	1	03/29/2024	6.16	.00	6.16	20244113	04/04/2024	
		8763452423	0143107540	STREET LIGHTS	1	03/29/2024	107.29	.00	107.29	20244112	04/04/2024	
		9914607095	0143107540	STREET LIGHTS	1	03/27/2024	432.31	.00	432.31	20244111	04/04/2024	
		Total 1718:						631.99	.00	631.99		
1719	STAPLES BUSINESS ADV	8073692898	0141503000	admin supplies	1	03/23/2024	186.00	.00	186.00	45227	04/04/2024	
		Total 1719:						186.00	.00	186.00		
1809	TERRITORY ELECTRIC	CEMETERY	1249701125	Cemetery Buudling Electric	1	03/11/2024	11,985.00	.00	11,985.00	45228	04/04/2024	
		Total 1809:						11,985.00	.00	11,985.00		
1965	PRAIRIE MOUNTAIN medi	378762	0141107300	LEGAL PUBLICATIONS	1	03/31/2024	95.92	.00	95.92	45223	04/04/2024	
		Total 1965:						95.92	.00	95.92		
2276	KUBWATER RESOURCES	12370	0243458540	POLY ALUM CHLORIDE	1	03/20/2024	37,783.20	.00	37,783.20	45222	04/04/2024	
		Total 2276:						37,783.20	.00	37,783.20		
2719	Rocky Mountain Behavior	208536	0142103100	Drug Screening	1	03/31/2024	20.00	.00	20.00	45224	04/04/2024	
		Total 2719:						20.00	.00	20.00		
2882	Fiber Platform, LLC	SI-24-011040	0142105000	Ethernet Access PD	1	04/01/2024	1,532.00	.00	1,532.00	45220	04/04/2024	

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2882:							1,532.00	.00	1,532.00		
2947	SECOM, INC	377805 2024	0241505000	Internet	1	04/01/2024	70.16	.00	70.16	20244115	04/04/2024
Total 2947:							70.16	.00	70.16		
2970	TK Elevator Corporation	158849	0140608750	Elevator Maintaince	1	04/01/2024	504.86	.00	504.86	45229	04/04/2024
Total 2970:							504.86	.00	504.86		
3114	Wyatt Legal Services PLLC	331	0141105300	City Attorney	1	03/31/2024	6,389.50	.00	6,389.50	45230	04/04/2024
Total 3114:							6,389.50	.00	6,389.50		
3185	Sandy Scheibeler	REIMBURSE	0241505600	Reimbursement for Water T	1	03/22/2023	104.00	.00	104.00	45226	04/04/2024
Total 3185:							104.00	.00	104.00		
Grand Totals:							74,233.61	.00	74,233.61		

Report Criteria:  
 Detail report type printed

Report Criteria:  
 Detail report type printed

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
71	CANON RENTAL CENTER	294024	0143103500	shop	1	03/03/2024	84.00	.00	84.00	45235	04/11/2024
		294373	0143103500	PORTABLE	1	03/30/2024	84.00	.00	84.00	45235	04/11/2024
		294396	0145205000	lions park	1	03/30/2024	82.50	.00	82.50	45235	04/11/2024
		294397	0144203500	CEMETERY	1	03/30/2024	75.00	.00	75.00	45235	04/11/2024
		294397	0145204583	Skate park	2	03/30/2024	75.00	.00	75.00	45235	04/11/2024
Total 71:							400.50	.00	400.50		
149	ROCKY MOUNTAIN BANK	BANK FEES	0241505550	Bank Fees	1	04/09/2024	1,123.93	.00	1,123.93	20244192	04/09/2024
Total 149:							1,123.93	.00	1,123.93		
245	KRASSA & MILLER, LLC	MARCH 202	0243707890	LEGAL FEES	1	04/01/2024	541.40	.00	541.40	45240	04/11/2024
Total 245:							541.40	.00	541.40		
332	Pueblo Dept of Public Heal	MARCH 202	0243707810	WATER TESTING	1	04/04/2024	170.00	.00	170.00	45242	04/11/2024
Total 332:							170.00	.00	170.00		
397	U S POSTAL SERVICE	POSTAGE F	0241503100	PERMIT FEE	1	04/09/2024	320.00	.00	320.00	45245	04/11/2024
Total 397:							320.00	.00	320.00		
923	ALSCO	LDEN291676	0144202000	MATS	1	04/11/2024	56.20	.00	56.20	45232	04/11/2024
Total 923:							56.20	.00	56.20		
934	UNCC	224030538	0243808090	LINE LOCATES	1	03/31/2024	50.31	.00	50.31	45247	04/11/2024
Total 934:							50.31	.00	50.31		
1281	HD Supply, Inc	INV0023623	0249509071	locator 2024	1	01/04/2024	8,338.24	.00	8,338.24	45238	04/11/2024
Total 1281:							8,338.24	.00	8,338.24		
1718	BLACK HILLS ENERGY	0872425770	0243507640	NEW RAW WATER PUMP	1	04/03/2024	7,968.33	.00	7,968.33	20244183	04/09/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		2439373063	0243507600	MINNEQUA CANAL PUMP	1	04/03/2024	3,615.05	.00	3,615.05	20244186	04/09/2024
		2985218401	0140608510	CITY SHOP	1	04/03/2024	263.17	.00	263.17	20244187	04/09/2024
		3075375677	0145207830	QUARTZ PARK	1	04/03/2024	14.07	.00	14.07	20244184	04/09/2024
		5372636848	0243507620	W PUMP STATION	1	04/03/2024	327.27	.00	327.27	20244189	04/09/2024
		6887028421	0140608632	N PLANT	1	04/03/2024	264.58	.00	264.58	20244190	04/09/2024
		7844257155	0243507650	PUMP @ RIVER	1	04/03/2024	1,430.66	.00	1,430.66	20244188	04/09/2024
		8890269732	0145207830	PIONEER PARK	1	04/03/2024	77.47	.00	77.47	20244181	04/09/2024
		9423297176	0145207830	PAVILION	1	04/03/2024	23.21	.00	23.21	20244185	04/09/2024
		9740686534	0444151800	POOL	1	04/03/2024	22.73	.00	22.73	20244182	04/09/2024
Total 1718:							14,006.54	.00	14,006.54		
1805	ACORN PETROLEUM	MARCH 202	0142104000	GASOLINE Police	1	04/09/2024	2,247.74	.00	2,247.74	45231	04/11/2024
		MARCH 202	0143104000	GASOLINE - Streets	2	04/09/2024	2,578.89	.00	2,578.89	45231	04/11/2024
		MARCH 202	0144204000	GASOLINE - Cemetery	3	04/09/2024	128.54	.00	128.54	45231	04/11/2024
		MARCH 202	0145203900	GASOLINE - Parks	4	04/09/2024	142.46	.00	142.46	45231	04/11/2024
		MARCH 202	0243707850	GASOLINE - Water	5	04/09/2024	722.96	.00	722.96	45231	04/11/2024
Total 1805:							5,820.59	.00	5,820.59		
1958	XEROX CORP	21070765	0241503700	water Dept	1	04/02/2024	24.61	.00	24.61	45248	04/11/2024
Total 1958:							24.61	.00	24.61		
2054	POTESTIO CS	85043C	0243707861	Blade bolt	1	04/01/2024	322.25	.00	322.25	45241	04/11/2024
Total 2054:							322.25	.00	322.25		
2104	UMB Card Services	AMANDA WI	0142104600	Car wash	1	03/01/2024	4.75	.00	4.75	45246	04/11/2024
		AMANDA WI	0142104600	Car wash	2	03/01/2024	6.50	.00	6.50	45246	04/11/2024
		ASHLEY FO	0144003500	Documents	1	03/01/2024	50.18	.00	50.18	45246	04/11/2024
		COBLER MA	0241505000	secom- water plant internet	1	03/01/2024	70.16	.00	70.16	45246	04/11/2024
		COBLER MA	0241505000	spectrum- bulk station inter	2	03/01/2024	239.96	.00	239.96	45246	04/11/2024
		COBLER MA	0141503000	Adobe	3	03/01/2024	29.96	.00	29.96	45246	04/11/2024
		COBLER MA	0141503000	Office lunch	4	03/01/2024	85.05	.00	85.05	45246	04/11/2024
		ELSTUN MA	0243807950	batteries	1	03/01/2024	19.49	.00	19.49	45246	04/11/2024
		ELSTUN MA	0144207750	COupling	2	03/01/2024	69.97	.00	69.97	45246	04/11/2024
		ELSTUN MA	0145203500	Clamps	3	03/01/2024	9.29	.00	9.29	45246	04/11/2024
		ELSTUN MA	0143103500	tires	4	03/01/2024	579.99	.00	579.99	45246	04/11/2024
		ELSTUN MA	1743107510	pipe and Cement	5	03/01/2024	865.90	.00	865.90	45246	04/11/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		ELSTUN MA 0243807950		padlock	6	03/01/2024	20.99	.00	20.99	45246	04/11/2024
		ELSTUN MA 0143103500		phone case and supplies	7	03/01/2024	173.58	.00	173.58	45246	04/11/2024
		ELSTUN MA 0143103500		supplies	1	03/01/2024	75.31	.00	75.31	45246	04/11/2024
		ERIC EVANS 0142104600		FILLER VENT	1	03/01/2024	37.10	.00	37.10	45246	04/11/2024
		ERIC EVANS 0142104600		FILTERS/STOCK	2	03/01/2024	278.96	.00	278.96	45246	04/11/2024
		ERIC EVANS 0143104500		CHAIN # 50	3	03/01/2024	47.70	.00	47.70	45246	04/11/2024
		ERIC EVANS 0143104500		SHOP SUPPLIES	4	03/01/2024	31.98	.00	31.98	45246	04/11/2024
		ERIC EVANS 0243707861		NUT DRIVER	5	03/01/2024	14.98	.00	14.98	45246	04/11/2024
		ERIC EVANS 0243707861		NUT DRIVER	6	03/01/2024	4.99	.00	4.99	45246	04/11/2024
		ERIC EVANS 0243707861		NUT DRIVERS	7	03/01/2024	9.99	.00	9.99	45246	04/11/2024
		ERIC EVANS 0243707861		NUT DRIVERS	8	03/01/2024	13.98	.00	13.98	45246	04/11/2024
		ERIC EVANS 0243707861		NUT DRIVERS	9	03/01/2024	5.00	.00	5.00	45246	04/11/2024
		ERIC EVANS 0142104600		TIRES FOR PD	10	03/01/2024	1,500.44	.00	1,500.44	45246	04/11/2024
		ERIC EVANS 0143104500		COPPER PLUGS	11	03/01/2024	18.48	.00	18.48	45246	04/11/2024
		ERIC EVANS 0143104500		COPPER PLUGS	12	03/01/2024	23.82	.00	23.82	45246	04/11/2024
		ERIC EVANS 0243707861		TOOLS FOR ON CALL	13	03/01/2024	105.89	.00	105.89	45246	04/11/2024
		ERIC EVANS 0243707861		PERMATEX	14	03/01/2024	14.86	.00	14.86	45246	04/11/2024
		ERIC EVANS 0243707861		LIFT SUPPORTS	15	03/01/2024	206.12	.00	206.12	45246	04/11/2024
		ERIC EVANS 0142104600		FILTER INJECTOR CLN	16	03/01/2024	207.55	.00	207.55	45246	04/11/2024
		ERIC EVANS 0142104600		BATTERY/CORE	17	03/01/2024	140.90	.00	140.90	45246	04/11/2024
		ERIC EVANS 0142104600		battery	18	03/01/2024	213.49	.00	213.49	45246	04/11/2024
		ERIC EVANS 0243707861		KEY SERVICE	19	03/01/2024	133.00	.00	133.00	45246	04/11/2024
		ERIC EVANS 0143104500		BLADES/BOLTS	20	03/01/2024	1,703.58	.00	1,703.58	45246	04/11/2024
		ERIC EVANS 0143104500		FUEL FILTER	21	03/01/2024	20.97	.00	20.97	45246	04/11/2024
		ERIC EVANS 0142104600		DROP CORD	22	03/01/2024	16.99	.00	16.99	45246	04/11/2024
		ERIC EVANS 0143104500		GATE REPAIR	23	03/01/2024	745.00	.00	745.00	45246	04/11/2024
		ERIC EVANS 0142104600		WINDSHIELD	24	03/01/2024	320.00	.00	320.00	45246	04/11/2024
		ERIC EVANS 0143104500		WINDSHIELD	25	03/01/2024	260.00	.00	260.00	45246	04/11/2024
		ERIC EVANS 0143104500		CARBURETTOR FILTERS	26	03/01/2024	470.28	.00	470.28	45246	04/11/2024
		ERIC EVANS 0144204500		CRIMPS HYDRO	27	03/01/2024	113.88	.00	113.88	45246	04/11/2024
		ERIC EVANS 0243707861		U BOLTS	28	03/01/2024	37.57	.00	37.57	45246	04/11/2024
		ERIC EVANS 0144204500		FUNNELS	29	03/01/2024	11.94	.00	11.94	45246	04/11/2024
		ERIC EVANS 0143104500		LIFT SUPPORT RETURN	30	03/01/2024	128.36	.00	128.36	45246	04/11/2024
		HARRIS MA 0243807910		backflow assembly	1	03/01/2024	773.55	.00	773.55	45246	04/11/2024
		HARRIS MA 0243608000		stainless ruler for WEIR	2	03/01/2024	5.99	.00	5.99	45246	04/11/2024
		HARRIS MA 0243302000		Uniform pants Qty 3	3	03/01/2024	159.24	.00	159.24	45246	04/11/2024
		HARRIS MA 0243707845		toilet Paper	4	03/01/2024	82.77	.00	82.77	45246	04/11/2024
		HARRIS MA 0243302000		Uniform Boots	5	03/01/2024	239.95	.00	239.95	45246	04/11/2024
		HARRIS MA 0243707800		certication application- Schl	6	03/01/2024	50.00	.00	50.00	45246	04/11/2024
		HARRIS MA 0243707711		Wireless keyboard and mo	7	03/01/2024	32.99	.00	32.99	45246	04/11/2024



Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		HARRIS MA 0243707711		wireless keyboard and mou	8	03/01/2024	12.99	.00	12.99	45246	04/11/2024
		HARRIS MA 0243707800		hotel for CRWA conference	9	03/01/2024	294.48	.00	294.48	45246	04/11/2024
		HARRIS MA 0243707855		Fire extinguisher test and	10	03/01/2024	547.50	.00	547.50	45246	04/11/2024
		HARRIS MA 0243707800		certification application Kel	11	03/01/2024	50.00	.00	50.00	45246	04/11/2024
		HARRIS MA 0243608000		padlock	12	03/01/2024	119.74	.00	119.74	45246	04/11/2024
		HARRIS MA 0144007400		Document tape repair	13	03/01/2024	13.50	.00	13.50	45246	04/11/2024
		HARRIS MA 0243608000		padlock	14	03/01/2024	56.87	.00	56.87	45246	04/11/2024
		HARRIS MA 0243707845		paper towels and air freshn	15	03/01/2024	73.15	.00	73.15	45246	04/11/2024
		HUPPE MAR 0141503000		Supplies	1	03/01/2024	53.91	.00	53.91	45246	04/11/2024
		HUPPE MAR 0141503000		PROCOCM	2	03/01/2024	194.00	.00	194.00	45246	04/11/2024
		HUPPE MAR 0140608420		Locksmith	3	03/01/2024	100.00	.00	100.00	45246	04/11/2024
		HUPPE MAR 0141503000		Fremont cty Treasurer	4	03/01/2024	44.60	.00	44.60	45246	04/11/2024
		HUPPE MAR 0141503000		Fremont cty treasurer	5	03/01/2024	1.50	.00	1.50	45246	04/11/2024
		HUPPE MAR 0141503000		Shred services	6	03/01/2024	70.07	.00	70.07	45246	04/11/2024
		HUPPE MAR 0140608420		Pvc pipe	7	03/01/2024	6.29	.00	6.29	45246	04/11/2024
		HUPPE MAR 0141503000		Cards Birthday	8	03/01/2024	1.08	.00	1.08	45246	04/11/2024
		HUPPE MAR 0141503000		Gift cards	9	03/01/2024	20.00	.00	20.00	45246	04/11/2024
		HUPPE MAR 0141503000		CBI	10	03/01/2024	6.00	.00	6.00	45246	04/11/2024
		HUPPE MAR 0141503000		Staples supplies	11	03/01/2024	103.35	.00	103.35	45246	04/11/2024
		HUPPE MAR 0141503000		Card birthday	12	03/01/2024	1.62	.00	1.62	45246	04/11/2024
		HUPPE MAR 0141107300		Daily record	13	03/01/2024	6.00	.00	6.00	45246	04/11/2024
		HUPPE MAR 0141505600		Hampton INN training	14	03/01/2024	5.00	.00	5.00	45246	04/11/2024
		HUPPE MAR 0141503000		Gift cards	15	03/01/2024	40.00	.00	40.00	45246	04/11/2024
		JACKSON M 0243707845		Lunch for council tour	1	03/01/2024	14.26	.00	14.26	45246	04/11/2024
		JACKSON M 0243608000		cement patch for clearwells	2	03/01/2024	259.90	.00	259.90	45246	04/11/2024
		JACKSON M 0249509019		vacuum for plant	3	03/01/2024	129.00	.00	129.00	45246	04/11/2024
		JACKSON M 0243707861		battery siphon pump	4	03/01/2024	26.78	.00	26.78	45246	04/11/2024
		JACKSON M 0243707861		hand siphon	5	03/01/2024	7.99	.00	7.99	45246	04/11/2024
		JACKSON M 0243807910		rebuild kit for 400 shoop	6	03/01/2024	141.92	.00	141.92	45246	04/11/2024
		JACKSON M 0243707845		batteries	7	03/01/2024	11.99	.00	11.99	45246	04/11/2024
		KEVIN WER 0243658760		TUBING FOR TURBIDIME	1	03/01/2024	24.00	.00	24.00	45246	04/11/2024
		KEVIN WER 0243658760		SERVICE ON TANK VALV	2	03/01/2024	728.64	.00	728.64	45246	04/11/2024
		KEVIN WER 0243707845		ELECTRICAL SUPPLIES -	3	03/01/2024	17.76	.00	17.76	45246	04/11/2024
		KEVIN WER 0249509046		CANAL METER BOARD	4	03/01/2024	1,027.71	.00	1,027.71	45246	04/11/2024
		KEVIN WER 0243707800		ROOM AT WATER CONFE	5	03/01/2024	294.48	.00	294.48	45246	04/11/2024
		KEVIN WER 0249509046		CANAL METER PROGRA	6	03/01/2024	161.38	.00	161.38	45246	04/11/2024
		KEVIN WER 0243607731		HARDWARE FOR BAR SC	7	03/01/2024	47.94	.00	47.94	45246	04/11/2024
		KEVIN WER 0243607731		HARDWARE FOR BAR SC	8	03/01/2024	50.79	.00	50.79	45246	04/11/2024
		LANCASTER 0143103500		Fraud	1	03/01/2024	49.27	.00	49.27	45246	04/11/2024
		MARTINEZ 0249509030		charger cable command lin	1	03/01/2024	158.69	.00	158.69	45246	04/11/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		MARTINEZ 0243807950		pvc cap	2	03/01/2024	12.99	.00	12.99	45246	04/11/2024
		MIKE INGLE 0142103100		TOW LETTERS	1	03/01/2024	26.19	.00	26.19	45246	04/11/2024
		MIKE INGLE 0142103100		POWER STRIPS	2	03/01/2024	80.95	.00	80.95	45246	04/11/2024
		MIKE INGLE 0142103100		TOW LETTERS	3	03/01/2024	8.73	.00	8.73	45246	04/11/2024
		MIKE INGLE 0142103100		TOW LETTERS	4	03/01/2024	8.73	.00	8.73	45246	04/11/2024
		NANCY BAR 0142103100		DET SOFTWARE	1	03/01/2024	25.00	.00	25.00	45246	04/11/2024
		NANCY BAR 0142107410		TRAINING SUPPLIES	2	03/01/2024	42.92	.00	42.92	45246	04/11/2024
		NANCY BAR 0142104600		Car wash CODE E	3	03/01/2024	3.75	.00	3.75	45246	04/11/2024
		NANCY BAR 0142103100		DET SOFTWARE	4	03/01/2024	125.00	.00	125.00	45246	04/11/2024
		NANCY BAR 0142103100		BUSINESS CARDS	5	03/01/2024	224.34	.00	224.34	45246	04/11/2024
		NANCY BAR 0142107410		training SUPPLIES	6	03/01/2024	18.36	.00	18.36	45246	04/11/2024
		NANCY BAR 0142103100		AD FOR TOW VEH	7	03/01/2024	5.00	.00	5.00	45246	04/11/2024
		NANCY BAR 0142107410		TRAINING SUPPLIES	8	03/01/2024	14.91	.00	14.91	45246	04/11/2024
		NANCY BAR 0142103100		MAIL BLOOD DRAW	9	03/01/2024	8.73	.00	8.73	45246	04/11/2024
		NANCY BAR 0142103100		bUSINESS CARDS	10	03/01/2024	109.96	.00	109.96	45246	04/11/2024
		NANCY BAR 0142104600		Car wash CODE E	11	03/01/2024	4.00	.00	4.00	45246	04/11/2024
		NANCY BAR 0142103100		RENEWAL	12	03/01/2024	50.00	.00	50.00	45246	04/11/2024
		NANCY BAR 0142103100		FLOWERS MISC	13	03/01/2024	61.79	.00	61.79	45246	04/11/2024
		NANCY BAR 0142103100		MAIL BLOOD DRAW	14	03/01/2024	9.60	.00	9.60	45246	04/11/2024
		NANCY BAR 0142103100		FOB BATTERIES	15	03/01/2024	16.86	.00	16.86	45246	04/11/2024
		NASTA MAR 0141503000		adobe	1	03/01/2024	19.99	.00	19.99	45246	04/11/2024
		PAYTON KLI 0142104600		Car wash	1	03/01/2024	6.25	.00	6.25	45246	04/11/2024
		PAYTON KLI 0142107410		TRAINING	2	03/01/2024	500.74	.00	500.74	45246	04/11/2024
		ROBERT RU 0142104600		Car wash	1	03/01/2024	6.50	.00	6.50	45246	04/11/2024
		SEAN HUMP 0142104600		CAR WASH	1	03/01/2024	2.50	.00	2.50	45246	04/11/2024
		SEAN HUMP 0142102000		BOOTS	2	03/01/2024	140.25	.00	140.25	45246	04/11/2024
		SEAN HUMP 0142104600		CAR WASH	3	03/01/2024	4.50	.00	4.50	45246	04/11/2024
		SEAN KELS 0144207750		PIPEGLUE, PIPE PARTS	1	03/01/2024	37.96	.00	37.96	45246	04/11/2024
		SHANE PRI 0142107410		training	1	03/01/2024	18.19	.00	18.19	45246	04/11/2024
		SHANE PRI 0142103100		PRO PLAN	2	03/01/2024	15.99	.00	15.99	45246	04/11/2024
		SHANE PRI 0142103100		SCANNER	3	03/01/2024	73.49	.00	73.49	45246	04/11/2024
		SHANE PRI 0142103100		PHONE COVERS	4	03/01/2024	75.46	.00	75.46	45246	04/11/2024
		SHANE PRI 0142103100		COMP BATTERIES	5	03/01/2024	281.34	.00	281.34	45246	04/11/2024
		TIFFANY GL 0142104600		Car wash	1	03/01/2024	3.00	.00	3.00	45246	04/11/2024
Total 2104:							17,244.77	.00	17,244.77		
2355	TIMBER LINE ELECTRIC	22212	0249509060	SCADA CYBERSECURITY	1	04/09/2024	12,110.50	.00	12,110.50	45244	04/11/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2355:							12,110.50	.00	12,110.50		
2693	CH2M Hill Engineers, Inc.	D3728000-00	0243707890	Task Order 5 North Pike P	1	04/10/2024	2,124.50	.00	2,124.50	45236	04/11/2024
Total 2693:							2,124.50	.00	2,124.50		
2785	Aspen Leaf Companies	282901	0143104500	plow parts	1	03/26/2024	1,345.95	.00	1,345.95	45234	04/11/2024
Total 2785:							1,345.95	.00	1,345.95		
2882	Fiber Platform, LLC	PFCM-24-00	0142105000	Ethernet Access PD	1	04/08/2024	81.86	.00	81.86	45237	04/11/2024
Total 2882:							81.86	.00	81.86		
3115	Rocco F. Meconi, PC	MARCH 202	0141203700	March 2024 Prosecutor	1	03/01/2024	565.50	.00	565.50	45243	04/11/2024
Total 3115:							565.50	.00	565.50		
3156	Republic Services#653	0653-000346	0143204100	City Of Florence - Trash Se	1	03/31/2024	2,927.31	.00	2,927.31	20244193	04/09/2024
		0653-000346	0143204100	City Of Florence - Trash Se	1	03/31/2024	48.75	.00	48.75	20244191	04/09/2024
		0653-003462	0241503000	Water Treatment Plant - Re	1	03/31/2024	9.75	.00	9.75	20244194	04/09/2024
Total 3156:							2,985.81	.00	2,985.81		
3173	Delta Dental Of Colorado	1493642	0120002032	Dental Insurance Premium	1	03/11/2024	2,207.31	.00	2,207.31	20244195	04/10/2024
Total 3173:							2,207.31	.00	2,207.31		
3186	JEH Consulting, LLC	1	0141502300	Professional Services	1	04/10/2024	7,965.39	.00	7,965.39	45239	04/11/2024
Total 3186:							7,965.39	.00	7,965.39		
3187	Amanda Nelson	REFUND AM	0136001000	Refund American Fidelity	1	04/10/2024	102.14	.00	102.14	45233	04/11/2024
Total 3187:							102.14	.00	102.14		
Grand Totals:							77,908.30	.00	77,908.30		

## **COUNCIL ACTION FORM**

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** AMY NASTA, CITY MANAGER

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**Agenda Item:** Consider approving the annual liquor license renewal for The Patio Pub

**Department:** Administration

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**Staff Recommendation:**

Approve the annual liquor license renewal for The Patio Pub

**Background/Description of Item:**

The Patio Pub is located at 4498 Bear Paw Drive. The applicant has submitted all required renewal documentation.

**Financial Impact:**

The City fee for this application was \$175.00

**Suggested Motion:**

Approve the annual liquor license renewal for The Patio Pub.

## COUNCIL ACTION FORM

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** AMY NASTA, CITY MANAGER

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**Agenda Item:** Consider approving a modification of premises request for The Patio Pub

**Department:** Administration

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**Staff Recommendation:**

Approve a modification of premises request for The Patio Pub.

**Background/Description of Item:**

Liquor Regulations 47-302(A) states (in pertinent part): "Without the prior written consent of the local and state licensing authorities, a licensee may not make any "physical change, alteration or modification of the licensed premises..."."

The attached Permit Application and Report of Changes requests for the licensed liquor boundary include the site's entire building plan

**Financial Impact:**

None

**Attachments:**

- DR 8442: Report of Changes Application
- Existing liquor boundary map
- Proposed liquor boundary modification map

**Suggested Motion:**

Approve the modification of premises request for The Patio Pub as presented.

# Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a  Corporation  Individual  Partnership  Limited Liability Company

License Number

03-18885

Name of Licensee

Frog Dawg Productions

Trade Name of Establishment (DBA)

The Patio Pub

Address of Premises (specify exact location of premises)

4498 Bear Paw Drive

City

Florence

County

Fremont

State

CO

ZIP Code

81226

Business Email Address

info@patio-pub

Business Phone Number

Select the Appropriate Section Below and Reference the Instructions on Page 1.

## Section A – Manager

- Manager's Registration (Hotel & Restaurant)..... \$30.00
- Manager's Registration (Tavern)..... \$30.00
- Manager's Registration (Lodging & Entertainment)..... \$30.00
- Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

## Section B – Duplicate License

- Duplicate License ..... \$50.00

**Section C**

- Retail Warehouse Storage Permit (each)..... \$100.00
- Wholesale Branch House Permit (each)..... \$100.00
- Change Corporation or Trade Name Permit (each)..... \$50.00
- Change Location Permit (each)..... \$150.00
- Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00
- Change, Alter or Modify Premises.....\$150.00 x  Total Fee:
- Addition of Optional Premises to Existing Hotel/Restaurant .....\$100.00 x  Total Fee:
- Addition of Related Facility to an Existing Resort or Campus Liquor Complex.....\$160.00 x  Total Fee:
- Campus Liquor Complex Designation..... No Fee
- Sidewalk Service Area..... \$75.00

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

Date License Issued	License Account Number	Period

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

**Total Amount Due**..... \$



**Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area**

**Note:** Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

We would like to include the whole buildings in the liquor licensed area.

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

May 1, 2024

None

**Note: The total state fee for temporary modification is \$300.00**

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?.....

Yes  No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?.....  Yes  No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?.....  Yes  No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

**Campus Liquor Complex Designation**

An institution of higher education or a person who contracts with the institution to provide food services  
I wish to designate my existing:

Liquor License Type \_\_\_\_\_ Liquor License Number \_\_\_\_\_

to a Campus Liquor Complex.....  Yes  No

**Additional Related Facility**

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the  
Related Facility and include the address and an outlined drawing of the Related Facility Premises.

**Address of Related Facility**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Outlined diagram provided.....  Yes  No

**Oath of Applicant**

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

Print Name Charlette Honages Title Partner  
Signature [Signature] Date (MM/DD/YY) 03/18/2024

**Report and Approval of Local Licensing Authority (City / County)**

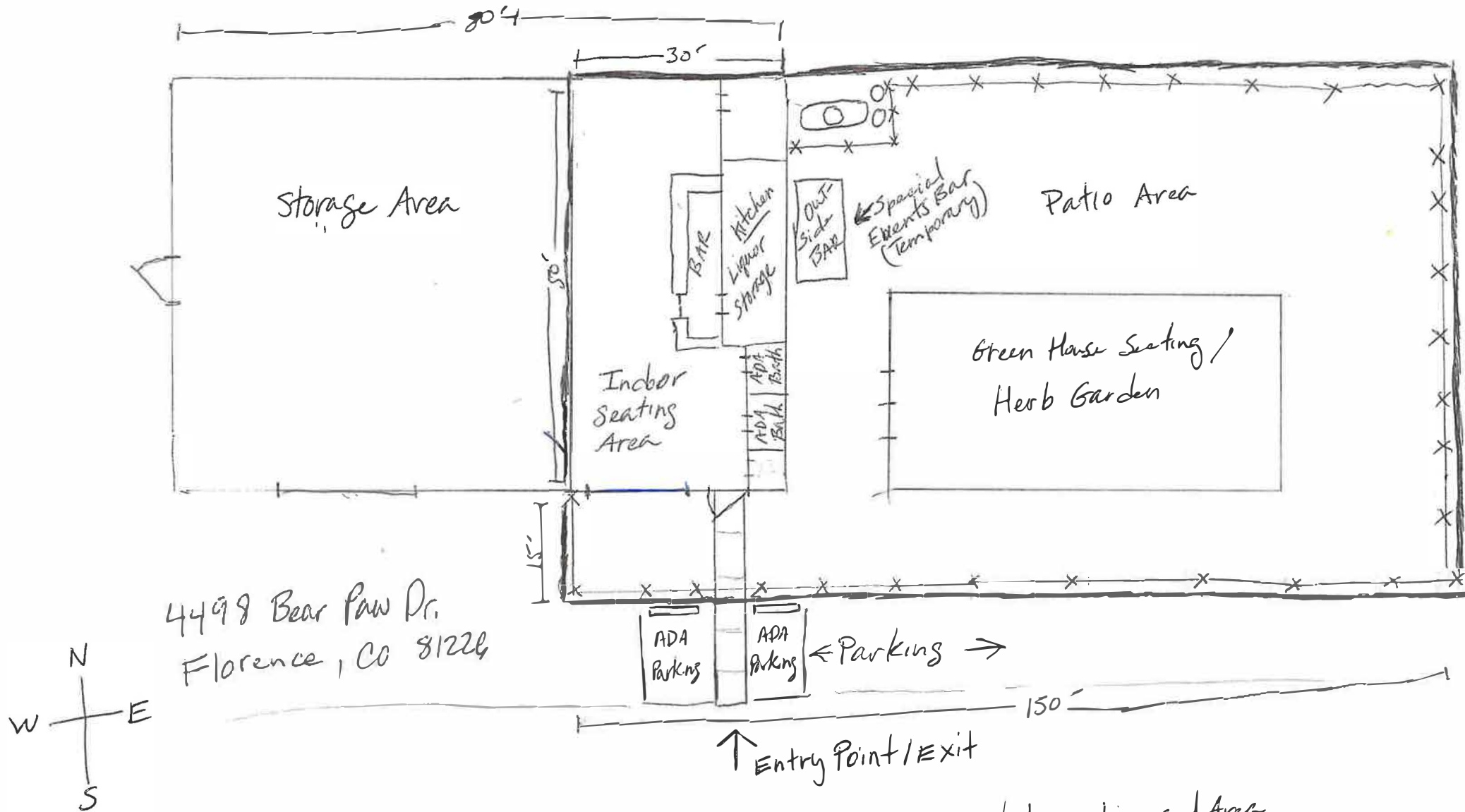
The foregoing application has been examined and the premises, business conducted and character of  
the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable  
provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County) \_\_\_\_\_ Date filed with Local Authority \_\_\_\_\_  
Signature \_\_\_\_\_ Title \_\_\_\_\_ Date (MM/DD/YY) \_\_\_\_\_

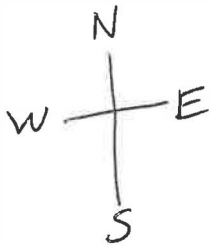
**Report of State Licensing Authority**

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3,  
C.R.S., as amended.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date (MM/DD/YY) \_\_\_\_\_

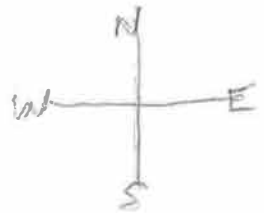
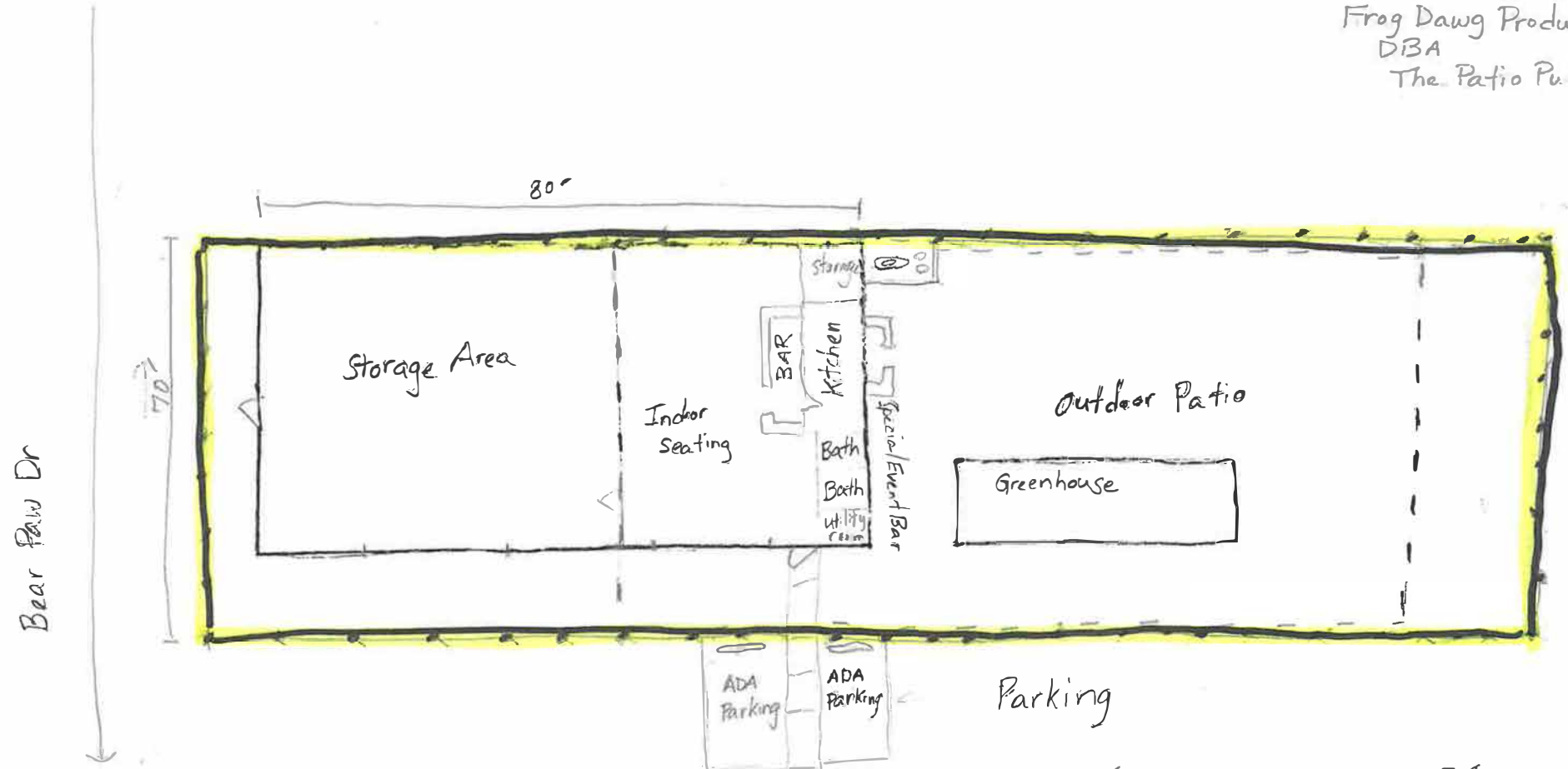


4498 Bear Paw Dr.  
Florence, CO 81226



—— Proposed Liquor Licensed Area  
\* \* \* \* Temporary Fence

Proposed Boundaries  
 4498 Bear Paw Dr.  
 Florence, CO 81226  
 Frog Dawg Productions  
 DBA  
 The Patio Pub



--- Currently Licensed area  
 --- Boundary Extension  
 ————— New Boundary

## **COUNCIL ACTION FORM**

**MEETING DATE:**    **APRIL 15, 2024**

**STAFF CONTACT:**   **AMY NASTA, CITY MANAGER**

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**Agenda Item:**        Consider authorizing the City Manager to enter into an agreement with Tri-State Fireworks, Inc. for the purchase and delivery of fireworks in the amount of \$16,000

**Department:**        Administration

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### **Staff Recommendation:**

Authorize the City Manager to enter into an agreement with Tri-State Fireworks, Inc. for the purchase and delivery of fireworks in the amount of \$16,000.

### **Background/Description of Item:**

The proposed agreement covers the purchase and delivery of fireworks for the City of Florence's annual Fourth of July fireworks display.

### **Financial Impact:**

The \$16,000 cost is within the amount budgeted from the General Fund for the Fourth of July event.

### **Attachments:**

- Tri-State Fireworks agreement

### **Suggested Motion:**

Authorize the City Manager to enter into an agreement with Tri-State Fireworks, Inc. for the purchase and delivery of fireworks in the amount of \$16,000.

## DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "Agreement" made and entered into this 29rd day of March, by and between Tri-State Fireworks, Inc. P.O. Box 31 Brighton, CO 80601 (hereinafter referred to as "SELLER) and:

City of Florence  
600 West 3rd St  
Florence, CO 81226

(hereinafter referred to as "BUYER")

SELLER agrees to deliver display fireworks product for the execution of fireworks display to be held on:

July 4, 2024

At the following location: Florence, CO

1. **POSTPONEMENT/CANCELLATION:** In the event of early termination by the BUYER or Inclement Weather, (generally excessive wind and/or precipitation) an alternate date during the 2024 calendar year is to be designated by BUYER and agreed upon by SELLER, at the same place set forth herein above. It is agreed and understood by and between the parties hereto that BUYER shall have sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event BUYER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, BUYER shall have the exclusive right and option to postpone the starting time of the display and/ or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative inclement weather date as set forth hereinabove. In the event the display cannot be postponed to an alternate date within the calendar year, SELLER shall have the right to retain, forty percent (40%) of the total contract price per display for expenses incurred and services rendered.

2. **INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER and BUYER. The BUYER agrees to provide a complete list of additional insured to be named on the certificate.

3. **SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following: Adequate security personnel, barricades, ropes with flags, etc., to barricade all closed areas to spectators; sufficient space to be clear and free of all persons except those expressly authorizes or put in place by BUYER.

4. **PREPARATION OF DISPLAY:** BUYER shall be responsible for all aspects of the setup and operation of the display.

5. **PLACEMENT:** BUYER shall determine the placement and arrangement of fireworks display devices, spectator viewing areas, and any and all equipment involved with the pyrotechnic display to ensure the highest degree of show integrity and shall have sole discretion over placement necessitated by applicable federal, state, local safety, fire or other regulations.

6. **COMPENSATION:** Compensation shall be made to the SELLER in the amount of Sixteen Thousand Dollars (\$16,000) **paid upon delivery of fireworks product.** Unpaid accounts are subject to one and one half percent (1 1/2%) interest charge per month after fifteen days. All applicable state or local sales tax will be payable by the BUYER.


7. **FORCE MAJEURE:** Subject to the provisions of paragraph one above, any failure or omission of BUYER or SELLER under this Agreement due to an act of GOD, enactment, rule, order or any act of government instrumentality (whether federal, state, or local), other causes beyond the control of BUYER or SELLER, or force majeure will not constitute a breach or default under this agreement.

8. **CONSTRUCTION/ASSIGNMENT/APPLICABLE LAW:** If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable or in any such provision is waived or not enforced by any party hereunder, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated, This Agreement, including any documents incorporated or referred to herein, constitutes the entire Agreement between the parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER, This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each of the parties. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Colorado, and any aspect of this Agreement shall be controlled by and interpreted under the laws of the State of Colorado, as they may exist from time to time.

9. **ATTORNEY FEES:** If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs of suit and reasonable attorney's fees.

TRI-STATE FIREWORKS, INC.  
"SELLER"

CITY OF FLORENCE  
"BUYER"

By:   
\_\_\_\_\_  
Joe Diaz

By: \_\_\_\_\_



# COUNCIL ACTION FORM

**MEETING DATE:**       **APRIL 15, 2024**

**STAFF CONTACT:**     **AMY NASTA, CITY MANAGER**

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**Agenda Item:**       Consider approving the second reading of Ordinance No. 3 –2024, an Ordinance authorizing the lease agreement renewal for the Colorado State Patrol, Troop 2A

**Department:**       Administration

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**Staff Recommendation:**

Approve the statutorily required second reading of Ordinance No. 3 – 2024, and ordinance authorizing the lease agreement renewal for the Colorado State Patrol, Troop 2A.

**Background/Description of Item:**

This is a housekeeping item. The City of Florence has an ongoing lease agreement with the Colorado State Patrol, Troop 2A. The State Patrol's existing lease agreement is up for renewal on June 30, 2024. Both Colorado State Patrol's Purchasing & Contracts Lead and Florence's City Attorney have negotiated terms of the renewal and drafted a revised lease agreement (see attached).

The renewed lease will begin on July 1, 2024, and end on June 30, 2029. Rental payment amounts vary on the stated term dates, and will be collected monthly.

The first reading of Ordinance 5-2024 passed with a 7-0 vote on April 1, 2024.

The Ordinance was published in full in *The Cañon City Daily Record* on April 4, 2024.

**Financial Impact:**

- Revenue from lease fees

**Attachments:**

- Ordinance No. 3 - 2024
- Colorado State Patrol Lease

**Suggested Motion:**

Approve the second reading of Ordinance No. 3 – 2024, authorizing the lease agreement renewal for the Colorado State Patrol, Troop 2A

**ORDINANCE NO. 3 - 2024**

**AN ORDINANCE OF THE CITY COUNCIL OF CITY OF FLORENCE, APPROVING THE LEASE OF CITY PROPERTY TO THE STATE OF COLORADO, ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC SAFETY FOR THE USE OF THE COLORADO STATE PATROL AND AUTHORIZING EXECUTION OF RELATED LEASE DOCUMENT(S)**

**WHEREAS**, the City of Florence owns that certain property in the City generally known as 600 West Third Street, Florence, CO 81226, Suite C (the "Property"); and

**WHEREAS**, the City Council desires to authorize the lease of the Property according to the terms and conditions set out in the Lease Agreement, which is attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the City Council desires to authorize the lease of the Property in the best interest of the City, as it is authorized to do pursuant to C.R.S. § 31-15-713(1)(c).

**NOW, THEREFORE, BE IT ORDAINED BY FLORENCE CITY COUNCIL AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute the Lease Agreement attached hereto as Exhibit A and all other documents accordingly required to effectuate said Lease with no additional approval or action of the City Council being required.

**INTRODUCED AS AN ORDINANCE, PASSED ON ITS FIRST READING, ASSIGNED AN ORDINANCE NUMBER AND ORDERED TO BE PUBLISHED IN THE DAILY RECORD, THE CITY’S OFFICIAL NEWSPAPER ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**ATTEST:**

**CITY OF FLORENCE, COLORADO**

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

**BY:** \_\_\_\_\_  
Steve Wolfe, Mayor

Ordinance published in full on \_\_\_\_\_, 2024 in the Daily Record

Passed and adopted on its second reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**CITY OF FLORENCE, COLORADO**

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

**BY:** \_\_\_\_\_  
Steve Wolfe, Mayor

Ordinance published by title, on \_\_\_\_\_, 2024 in the Daily Record

**STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS**



**STANDARD – [GROSS LEASE]  
LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

---

**LANDLORD**                      **City of Florence, Colorado**

**TENANT**                        **State of Colorado acting by and through the Department of  
Public Safety for the use and benefit of the Colorado State  
Patrol**

**LOCATION**                      **600 West Third Street, Florence, CO 81226**

**STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS**

**STANDARD LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

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**LEASE AGREEMENT  
[Improved Real Property]**

The printed portions of this form, except bold additions, have been reviewed by the State Controller and/or the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between the **City of Florence, a body politic**, whose address or principal place of business is **600 West Third Street, Florence, Colorado 81226**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the "State"), acting by and through the Department of **Public Safety** whose address is **700 Kipling Street, Lakewood, CO 80215**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Lease.

WITNESSETH:

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. PREMISES, TERM, RENT.

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at **600 West Third Street, Florence, CO 81226**, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as Suite **C**, includes approximately **two thousand and four hundred (2,400)** rentable square feet; the Premises as attached hereto and incorporated by reference herein as "Exhibit A".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **July 1, 2024** or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending **June 30, 2029**, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

2,400 sq. ft.	NEGOTIATED ANNUAL RENT/ RSF	REAL ESTATE PROPERTY TAXES RSF*	ADJUSTED ANNUAL RENT/ RSF*	MONTHLY RENT*	TERM RENT*
<b>07/01/24 - 06/30/25</b>	<b>\$7.42</b>	<b>Not applicable</b>	<b>\$7.42</b>	<b>\$1,484.00</b>	<b>\$17,808.00</b>
<b>07/01/25 - 06/30/26</b>	<b>\$7.81</b>	<b>Not applicable</b>	<b>\$7.81</b>	<b>\$1,562.00</b>	<b>\$18,744.00</b>
<b>07/01/26 - 06/30/27</b>	<b>\$8.22</b>	<b>Not applicable</b>	<b>\$8.22</b>	<b>\$1,644.00</b>	<b>\$19,728.00</b>
<b>07/01/27 - 06/30/28</b>	<b>\$8.65</b>	<b>Not applicable</b>	<b>\$8.65</b>	<b>\$1,730.00</b>	<b>\$20,760.00</b>
<b>07/01/28 - 06/30/29</b>	<b>\$9.10</b>	<b>Not applicable</b>	<b>\$9.10</b>	<b>\$1,820.00</b>	<b>\$21,840.00</b>

\*Reduces Rent by the Estimated Property Tax known at the time of drafting this document.

1) §39-3-124 C.R.S., exempts real property leased by the State of Colorado from the levy and collection of property taxes. **Landlord is exempt from levy and collection of property taxes.** ~~Therefore,~~

~~the Adjusted Annual Rent/RSF as shown above does not include the Taxes known at the time of drafting of \$\_\_\_/rsf or any tax based upon real property as defined and required by Article 15; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.~~

~~2) At the Commencement Date, Tenant will have on account for its benefit a rent credit in the amount of \$\_\_\_,\_\_\_,\_\_\_ pursuant to Exhibit C attached hereto and incorporated by reference herein. Such amount shall be applied against Rent, Tenant Improvements, and/or Furniture Fixtures & Equipment at the sole discretion of and request by Tenant.~~

3) The Premises are to be used and occupied as **general office space primarily for the use of the Colorado State Patrol, Troop 2A**. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

**Finance Officer**  
**City of Florence**  
**600 West Third Street**  
**Florence, CO 81226**

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11 Fiscal Funding, Article 12 Federal Funding, or Article 20 Collocation, herein.

4) If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month and the first month of the Lease shall be the first full calendar month Tenant is in occupancy of the Premises.

## 2. SERVICES.

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the **Florence, Colorado** submarket. The services shall include but not necessarily be limited to the following:

### 1) Services to Premises.

(a) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for providing heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises. Landlord shall ensure that the HVAC capacity provided to service the Building is sufficient to maintain year round temperatures within the 70°F-74°F range in the Premises;

~~(b) Landlord shall provide Building standard janitorial services. Janitorial services shall be provided a minimum of five (5) times per week, except legal holidays, and include all supplies and materials. Interior and exterior window washing shall be completed a minimum of two (2) times per year.~~

(c) Provide and pay for electric power as supplied by the local utility company.

(d) Replacement of Building standard lighting.

### 2) Building Service.

(a) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(b) Access to and egress from the Premises, ~~including elevator service maintenance~~, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(c) Snow removal, sidewalk repair and maintenance, landscape maintenance, pest control, and trash removal services;

(d) HVAC, lighting, electric power, domestic hot and cold running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

~~(e) A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;~~

~~(f) Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.~~

3) Maintenance, Repair and Replacement.

(a) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2(A)1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(a) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting of or leaking around the foundation or of any other structural aspect or system of the Building.

(b) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

~~(c) The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant at no additional cost to Tenant. **Building operates on a 24 hour / 7-day per week basis, and there is a separate, independently-keyed entrance to Premises.**~~

(B) Tenant Provided Services: None.

3. INTERRUPTION OF SERVICES. Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, ~~elevator service~~), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.



4. WORK REQUIREMENTS.

Tenant shall take the Premises without Tenant Improvements unless otherwise specified herein;

All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit D, attached hereto and made a part hereof.

5. LANDLORD'S REPRESENTATIONS.

(A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regard to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. LANDLORD'S OWNERSHIP. Landlord warrants and represents itself to be the owner, or the authorized representative or agent of the owner, of the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. LEASE ASSIGNMENT. Tenant shall have the right to assign or sublease its interest under this Lease or portion thereof to a State agency or a State institution of higher education. Such arrangement will be memorialized in an amendment to this lease. Tenant shall not otherwise assign this Lease or sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. EMINENT DOMAIN, TERMINATION OF LEASE. If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. DAMAGE AND DESTRUCTION. If the Premises are rendered uninhabitable or unfit for Tenant's purposes by fire, natural disaster, or other casualty, and the Premises cannot be repaired within a reasonable amount of time as mutually and reasonably determined by both Parties, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire, natural disaster, or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially uninhabitable or partially unfit for Tenant's purposes,

Tenant may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the Landlord. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** The Lease shall be extended on a month-to-month basis if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination, subject to Article 15. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As set forth in State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate upon the exhaustion of such appropriation, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. **FEDERAL FUNDING.** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:  
**Finance Officer  
City of Florence  
600 West Third Street  
Florence, CO 81226**

Tenant:  
**Colorado Department of Public Safety  
Attn: Lease Coordinator  
700 Kipling Street  
Lakewood, CO 80215**

With a copy to:  
Office of the State Architect  
Real Estate Programs  
1525 Sherman Street, Suite 112  
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. **TENANT'S TAX EXEMPT STATUS.** The Parties acknowledge § 39-3-124(1)(b) C.R.S., effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.

~~Tenant's Monthly Rent obligation, per Article 1(B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:~~

~~(A) — Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the latest tax information known at the time the lease is prepared for execution. This credit shall be reconciled upon the availability of the tax information for the relevant tax year; and~~

~~(B) — Beginning with the availability of the tax information for the relevant tax year Tenant shall receive an on going credit against its Monthly Rent which shall be reconciled annually.~~

16. **TENANT LIABILITY EXPOSURE.** Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.* C.R.S. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S. and § 24-30-1501, *et seq.*, C.R.S. All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.

17. **SECURITY DEPOSIT.** Tenant shall not provide a security deposit to Landlord.

18. **INSURANCE.**

(A) **Landlord Insurance.** Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) Commercial General Liability Insurance covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

2) Property Insurance covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and

include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

4) All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101, *et seq.*, C.R.S. and the Colorado Risk Management Act, § 24-30-1501, *et seq.*, C.R.S.

#### 19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights (see Article 26(C)4)) which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

20. COLLOCATION. If the State builds, leases, or otherwise acquires a building for the purpose of collocating in one area, State agencies, State institutions of higher education, or sections, divisions, or functional groups within the State, or designates an existing State or political subdivision thereof real property interest for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than ~~sixty (60)~~ **one hundred and twenty (120)** days prior to Tenant's intent to vacate and terminate the Lease. Following the date of such termination stated in the written notice to Landlord, Tenant shall not be liable to perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

21. INDEPENDENT CONTRACTOR. 4 CCR §801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

22. NO VIOLATION OF LAW.

(A) § 18-8-301, *et seq.*, C.R.S. and § 18-8-401, *et seq.*, C.R.S. The signatories hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences) and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

(B) § 24-76.5-101, *et seq.*, C.R.S. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of § 24-76.5-101 *et seq.*, C.R.S. and (c) has produced one form of identification required by § 24-76.5-103 C.R.S. prior to the effective date of this Lease.

23. COLORADO SPECIAL PROVISIONS

(A) CONTROLLER'S APPROVAL. § 24-30-202 (1), C.R.S. This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. § 24-30-202 (5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. §§ 24-30-202 (1), C.R.S. and 24-30-202.4, C.R.S. Subject to § 24-30-202.4 (3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, *et seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. § 24-18-201, C.R.S. and § 24-50-507, C.R.S. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

24. ~~BROKER REPRESENTATION: Landlord and Tenant acknowledge that \_\_\_\_\_ is acting as a Landlord Agent on behalf of Landlord in this transaction and \_\_\_\_\_ ("\_\_\_\_\_") is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission by separate agreement with \_\_\_\_\_.~~

25. GENERAL PROVISIONS

(A) Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

(B) Captions. The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(C) Construction Against Drafter. In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

(D) Counterparts. This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

(E) Entire Understanding. This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

(F) Jurisdiction and Venue. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the ~~City and County of Denver~~ **City of Florence, and Fremont County.**

(G) Modification.

1) By the Parties. Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

2) By Operation of Law. This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification

automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

(H) **Order of Precedence.** The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- 1) Colorado Special Provisions,
- 2) The remaining provisions of the main body of this Lease,
- 3) Exhibit A, Premises,
- 4) ~~Exhibit C, Commission Sharing,~~
- 5) Exhibit B, Notice of Assignment,
- 6) ~~Exhibit D, Tenant Improvements (where applicable).~~

(I) **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

(J) **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

(K) **Taxes Other than Real Property.** The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under §§ 39-26-101 and 201, *et seq.*, C.R.S. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.

(L) **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

(M) **Waiver.** Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(N) **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Premises upon the Commencement Date hereof.

(O) **Quiet Enjoyment.** The State shall be entitled to quiet enjoyment of the Premises as long as it is not in default under the provisions hereof.

(P) **CORA Disclosure.** To the extent not prohibited by federal law, this Lease and the performance measures and standards under § 24-103.5-101, C.R.S. if any, are subject to public release through the Colorado Open Records Act, § 24-72-101, *et seq.*, C.R.S.

(Q) Indemnification. ~~Landlord shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred by any of the Indemnified parties as a result of any act or omission by Landlord, or its employees, agents, subcontractors, or assignees in connection with this Lease. The provisions hereof shall not 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, § 24-10-101, et seq., C.R.S. Liability for claims for injuries to persons or property arising from the negligence of the Landlord, its departments, offices, employees and officials shall be controlled by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now written or amended in the future. No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in this statute.~~

**Liability for claims for injuries to persons or property arising from the negligence of the Tenant, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now written or amended in the future. No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in this statute.**

- 26. ADDITIONAL RENT. NONE
- 27. ADDITIONAL PROVISIONS.



IN WITNESS WHEREOF, the Parties hereto have executed this Lease

**LANDLORD**  
**City of Florence**

**TENANT**  
STATE OF COLORADO  
Jared S. Polis, Governor  
The Department of **Public Safety**

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
For the Executive Director

\_\_\_\_\_  
Name (Print) Title (Print)

Date: \_\_\_\_\_

**REAL ESTATE PROGRAMS**  
STATE OF COLORADO  
Jared S. Polis, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
Office of State Architect, For the Executive Director

**ALL CONTRACTS MUST BE APPROVED BY THE  
STATE CONTROLLER:**

**CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE OF RISK MANAGEMENT**  
STATE OF COLORADO  
Jared S. Polis, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
For the Executive Director

STATE OF COLORADO  
Jared S. Polis, Governor  
STATE CONTROLLER'S OFFICE  
State Controller (or authorized Delegate)

By: \_\_\_\_\_

By: \_\_\_\_\_  
State Risk Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LEGAL REVIEW**  
DEPARTMENT OF LAW  
Philip J. Weiser, Colorado Attorney General  
ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_  
First Assistant Attorney General

Date: \_\_\_\_\_

EXHIBIT A  
PREMISES

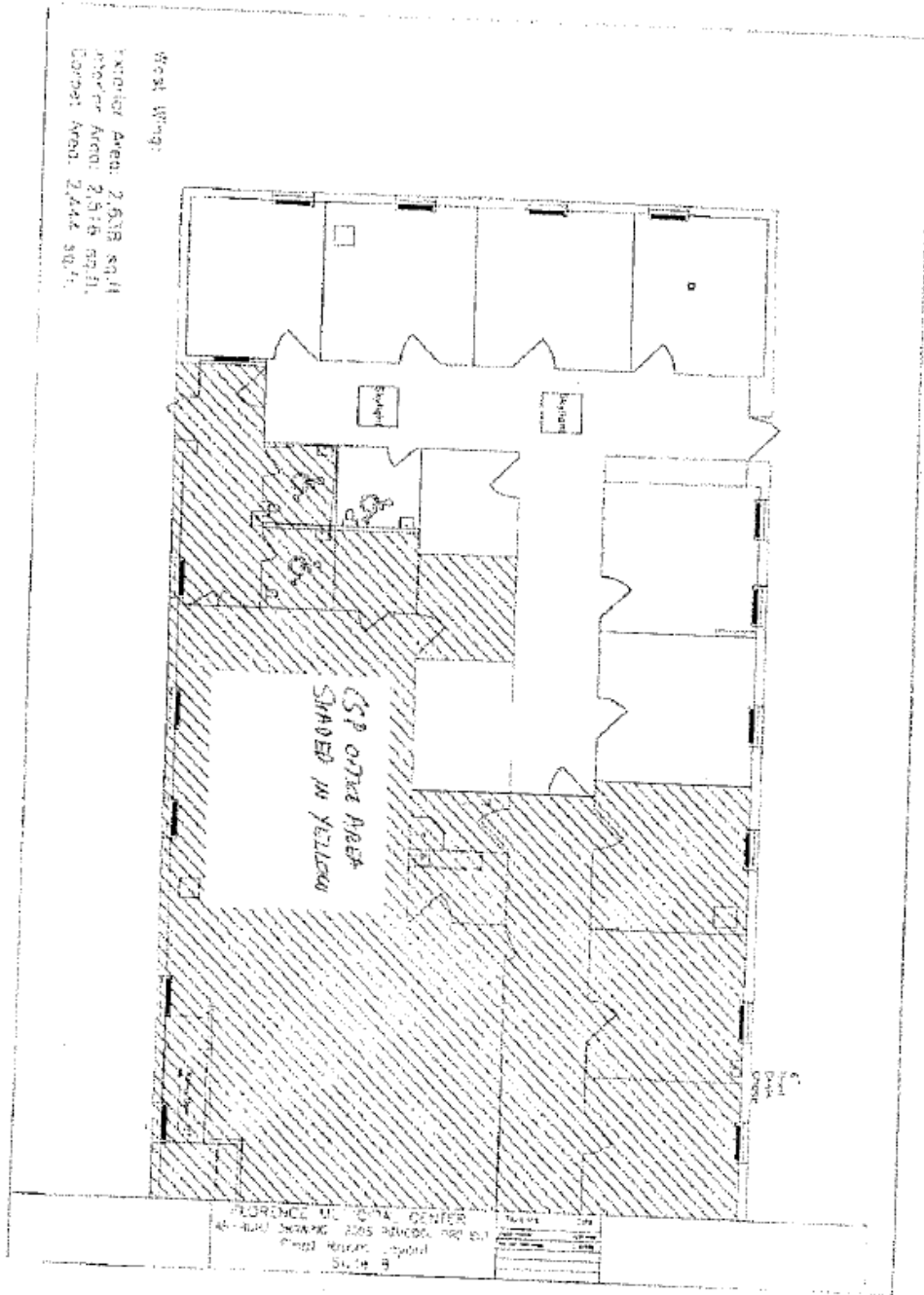


EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE  
ASSUMPTION OF LEASE BY NEW LANDLORD

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Tenant

[Tenant]  
[Tenant's Address for Notice  
(See Art. 13 of Lease)]

Re: Lease for: \_\_\_\_\_, dated \_\_\_\_\_  
\_\_\_\_\_, Landlord

[Lease Address  
(See Art. 1 of Lease)  
[Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on \_\_\_\_\_  
[date], the Lease was assigned to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [Name/Address of New Landlord], the "New Landlord."

The New Landlord's W-9 is attached.

Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]: \_\_\_  
Assignment and Assumption of Lease; \_\_\_ Deed \_\_\_\_\_ [Type of Deed]; \_\_\_ Other [Specify] \_\_\_\_\_  
\_\_\_\_\_; dated, which document is attached and made part hereof.

Tenant's rental obligations after \_\_\_\_\_ (date) should be paid to the New Landlord at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The signatory below affirms the information provided in this Notice is true and acknowledges the New  
Landlord has assumed the obligations of Landlord under the Lease.

By: \_\_\_\_\_  
LANDLORD

By: \_\_\_\_\_  
NEW LANDLORD

Enclosures

EXHIBIT C

COMMISSION SHARING BETWEEN THE TENANT  
AND THE REAL ESTATE SUPPORT SERVICES VENDOR

Pursuant to the contract for Real Estate Support Services between \_\_\_\_\_ and the State dated \_\_\_\_\_, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission of \$\_\_\_\_,\_\_\_\_.\_\_\_\_ of which 30% (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) will be credited to Tenant as shown in Article 1(B) of the Lease and 70% of the leasing commission (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) shall be remitted to \_\_\_\_\_ upon the full execution of this Lease.

# COUNCIL ACTION FORM

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** AMY NASTA, CITY MANAGER

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**Agenda Item:** Consider approving the second reading of Ordinance 4-2024, an Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission

**Department:** Administration

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## **Staff Recommendation:**

Approve the statutorily required second reading of Ordinance 4-2024, an Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission.

## **Background/Description of Item:**

This is a housekeeping item. Staff is currently in the early stages of holistically revising the City of Florence Municipal Code. This will be a long-term, ongoing process, with this suggested revision being one of the first items selected as the current Code is very outdated, referencing the 1973 Colorado Revised Statutes.

While this is a sweeping change to Chapter 2.20, Staff considers this a housekeeping item. While many of the changes are contextual in nature, they are additions intended to provide clarification rather than changes to how the Planning Commission currently conducts the business of the Commission. Many of these additions are language derived from Statute and placed in the Code for easier reference.

Some of these additions include:

- Clarification of the purpose, powers, and duties of the Planning Commission;
  - 2.20.020 – Purpose
  - 2.20.030 – Power
  - 2.20.040 - Duties
- Clarification of the makeup of the Planning Commission;
  - 2.20.050 - Membership
- Introduction of a significantly more robust appointment and selection process;
  - 2.20.060 - Selection
- Clarification regarding Planning Commission meeting logistics;
  - 2.20.080 – Meetings
  - 2.20.090 – Rules
  - 2.20.100 – Record Keeping
- Clarification that the Planning Commission serves in an advisory capacity; and
  - 2.20.110 – Advisory Capacity
- Clarification of the roles of City staff with regard to the Planning Commission
  - 2.20.120 – Planning Staff

Staff further determined additional, non-contextual and/or non-material changes were necessary. These suggested updates are generally grammatical or structural in nature and are suggested with the intent of improving the general flow and readability of the chapter.

The first reading of Ordinance 4-2024 passed with a 7-0 vote on April 1, 2024.  
The Ordinance was published in full in *The Cañon City Daily Record* on April 4, 2024.

**Financial Impact:**

There is no financial impact associated with these suggested changes.

**Attachments included:**

- Ordinance No. 4- 2024

**Suggested Motion:**

Approve the second reading of Ordinance 4 - 2024, an Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission.

## ORDINANCE NO. 4- 2024

### AN ORDINANCE AMENDING CHAPTER 2.20 – PLANNING COMMISSION OF THE FLORENCE MUNICIPAL CODE RELATING TO THE PLANNING COMMISSION.

WHEREAS, THE CITY OF FLORENCE, COLORADO, ESTABLISHES REGULATIONS FOR THE PLANNING COMMISSION BY ORDINANCE; AND

WHEREAS, IT IS THE INTENT OF THE CITY COUNCIL TO ISSUE A GENERAL HOUSEKEEPING ORDINANCE TO CLEAN UP AND UPDATE THE CITY'S ORDINANCES RELATED TO THE PLANNING COMMISSION;

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

**SECTION ONE:** Chapter 2.20 is hereby amended to read as follows:

#### **Chapter 2.20 - PLANNING COMMISSION**

##### **2.20.010 - Authorization**

There is authorized by this chapter, in accordance with C.R.S. § 31-23-202, the Planning Commission for the City of Florence, Colorado. Except as may be otherwise provided by this Chapter, the provisions of Parts 2 and 3, Article 23, Title 31, C.R.S., shall be applicable to the Planning Commission.

##### **2.20.020 - Purpose**

The purpose of the Planning Commission is to assist, advise, and coordinate with the City Council with respect to the comprehensive study and review of issues related to the planning, zoning, and growth of the municipality as more specifically set forth in this Chapter and as provided in additional ordinances, rules, and regulations of the City promulgated by the City Council. The Planning Commission shall encourage strategic, coordinated, and harmonious development of the municipality in accordance with the master plan, zoning ordinance, and subdivision regulations of the City.

##### **2.20.030 Powers**

- A. The Planning Commission shall be empowered and authorized to review, act if so designated, and advise the City Council with respect to all zoning, rezoning, planning, subdividing, platting, annexation, and other related activities as provided in the zoning and subdivision ordinances and regulations of the City.
- B. The Planning Commission is empowered to make and submit to the City Council for the Council's approval a master plan, and any comprehensive or other amendments thereto, for the physical development of the municipality. The master plan for the City and its environs shall contain the Planning Commission's recommendations with respect to the following matters:
  1. A comprehensive zoning and subdivision ordinance together with a zoning plan;
  2. Appropriate plans showing the general location, character, and extent of streets, bridges, boulevards, parkways and other types of transportation corridors within and without the City and its environs, utilizing the most up-to-date or modern tools or formats to the extent practical;

3. A plan for the location and extent of public utilities, including, but not limited to, water and sewer development, public communications, gas and electrical extensions, together with the location and extent of other public improvements to be created within the City, such as parks, fire departments, police stations, schools, and other public buildings;
  4. Any and all plans for the eventual redesign of specific areas within the community, condemnation plans, change of use plans, or other alterations regarding the existing community structure.
- C. The Planning Commission is empowered with any and all further powers delineated in Part 2, Article 23, Title 31, C.R.S., and any and all of the powers and duties granted to a municipal zoning commission within Part 3, Article 23, Title 31, C.R.S..

#### **2.20.040 - Duties**

It shall be the duty of the Planning Commission to proceed expeditiously in accordance with the purposes and powers enumerated in this chapter, to communicate, coordinate, and advise the City Council of its activities and accomplishments, to hold public meetings in conjunction therewith, to promulgate its own internal rules and regulations that are not in conflict with the charter and ordinances of the City, and to provide a public forum for discourse and proceedings concerning the further development and orderly growth of the City.

#### **2.20.050 - Membership**

- A. The Planning Commission shall consist of six (6) members, each of whom shall be appointed by the City Council. Five (5) "public members" shall be residents of the City who are not members of City Council or City planning staff. Public members shall be entitled to vote on all matters coming before the Commission and shall be counted when the presence of a quorum is to be determined.
  1. The sixth member of the Planning Commission shall be a member of City Council and be designated a "municipal member". The municipal member shall have no voting rights and shall not be counted when the presence of a quorum is to be determined.
- B. All members of the Commission shall serve as such without compensation, and the public members shall hold no other municipal office. Any public member of the Commission may also be a member of the Board of Zoning Adjustment.
- C. All members of the Commission shall be bona fide residents of the City at the time of appointment, and the discontinuance of residency shall immediately terminate membership.
- D. The municipal member shall be appointed to a two-year term at the next regular City Council Meeting following the seating of the Florence City Council following a municipal election; provided that if such municipal member's term on the City Council ends prior to the expiration of said two-year term, the municipal member's position shall become vacant immediately and be filled as provided in Section 2.20.060(A).
- E. The terms of all public members shall be six (6) years.
- F. Members, including the municipal member, may be removed, following a public hearing before the City Council, for inefficiency, neglect of duty, or malfeasance in office, in



which case the Council shall file a written statement of the reasons for the removal of said member.

#### **2.20.060 – Selection**

A. The Mayor and one Council member selected by the Mayor shall form the Interview Team for candidates for the Planning Commission. A Planning Commission representative and/or the City Manager or designee may participate in candidate interviews at the request of the Interview Team. The Interview Team is charged with the responsibility of recommending individuals, by unanimous consent, to serve on the Planning Commission, subject to the approval by majority vote of the City Council.

B. A public member vacancy on the Planning Commission shall be effective on the date stated on the member's written notice of resignation filed with the City Clerk or the sixth-year anniversary date of their appointment, unless their successor has not been appointed, in which event upon appointment of their successor. No vacancy on the board shall impair the right of the remaining members to exercise all powers of the body.

C. In the event of a vacancy on the Planning Commission due to a resignation, the Interview Team shall submit to the City Council a recommendation to fill the vacancy for the remainder of the unexpired term within sixty days from the date the office became vacant, In addition to the sixty days, for good cause and upon a majority vote of the Council members present and voting, the time for the Interview Team to make a recommendation may be extended for up to an additional thirty days.

1. Good Cause shall be determined by the City Council and include, but not be limited to, such events as a death in office, illness, insufficient or inadequate candidates, legal holidays, or the timing of the next regular Council meeting at which a nominee would be considered for appointment.

D. In the event of a vacancy on the Planning Commission due to an expired term of office, the appointment process shall commence ninety days prior to the expiration of the office term of the incumbent.

E. The appointment process for public members of the Planning Commission shall be as follows:

1. Consideration for appointment shall be based on a completed Public Service Application, meeting basic qualification for service on the Planning Commission as described in this Chapter, and interview results.

2. Public Service Applications are available on the City's website and may be submitted electronically through the website or printed and returned to City Hall in person or via the United States Post Office. Paper applications will be available at City Hall via the City Clerk's office. All Public Service Applications shall be kept on file in the City Clerk's office for a period of one calendar year from the date of receipt.

3. The City Clerk shall coordinate the appointment process, beginning with the notification to the general public of an opening or openings on the Planning Commission. Such openings shall be advertised for two weeks via the City's official website and other outlets as directed by the City Council.
4. Following the two-week notification period, the City Clerk shall provide the City Council the applications on file for the specified opening(s). The Council will then be given one week to advise only the City Clerk of any personally known potential issues with any of the candidates or to offer a personal recommendation for a candidate of candidates from the pool of applicants. The City Clerk shall call upon the City Council to submit the names of potential candidates should there be no applications for appointment on file.
5. Up to an additional two weeks shall be set aside for the conducting of candidate interviews by the Interview Team. The number of qualified candidates selected for interview by the Interview Team shall be a minimum of three (3) times the number of openings. Should the number of qualified applicants for the opening(s) be less than three (3) times the number of openings but greater than the number of positions available, all qualified applicants shall be interviewed. Should the number of qualified applicants for the opening(s) be less than or equal to the number of positions available, the Interview Team may make a unanimous decision to nominate the applicant(s) without an interview.
6. The Interview Team will have one week after the conclusion of candidate interviews to unanimously choose a nominee which they will bring forward to the City Council for consideration.
7. The City Council will consider the appointment as part of the Consent Agenda at their first regular meeting after the Interview Team has selected a nominee.

#### **2.20.070 – Chairperson**

The Planning Commission shall elect from its public members a chairperson for a one-year term of office, for the purpose of officiating at meetings of the Planning Commission. The Chairperson shall retain their voting rights.

#### **2.20.080 – Meetings**

The Planning Commission shall schedule and hold, whenever there is business to come before the Commission, regular public meetings, not less often than once per calendar month. No official meeting shall take place unless a quorum is present. When a quorum is not present, a majority of those public members who are present may authorize the chairperson to continue the meeting to a date certain, but shall conduct no other business. A majority vote of the public members entitled to vote at a meeting where a quorum is present shall be required for all approvals, recommendations, and other official actions of the Commission. The Commission may adopt rules of procedure for its meetings, which shall constitute official protocol.

#### **2.20.090 – Rules**

The Planning Commission may adopt rules which shall be binding upon its members.

#### **2.20.100 – Record Keeping**

The Planning Commission, via the Planning Director or designee, shall maintain a record of its resolutions, transactions, findings, determinations, recommendations and other activities. The record shall be maintained for public inspection during normal working hours at the municipal office for the City.

#### **2.20.110 – Advisory Capacity**

Except as specifically provided in Statute or to the contrary in the City's zoning ordinance, Title 17 of this Code, all recommendations, decisions, determinations, zoning and master plans, regulations, ordinance drafting and other actions taken by the Planning Commission are advisory in nature to the City Council, and as such shall neither be binding upon the City Council nor subject to judicial review. Planning Commission recommendations that are made in accordance with the requirements of the City's ordinances and regulations shall be given great weight by the City Council.

#### **2.20.120 – Planning Staff**

- A. The City shall furnish for all regular and special meetings of the Planning Commission, and for all workshops if requested in advance by the Chairperson, a Recording Secretary who shall: call the roll; tally and record all votes; prepare the official minutes of the Commission; and maintain such official minutes and all other official records of proceedings before the Planning Commission.
- B. The Planning Director, under the direction of the City Manager, shall provide technical and advisory support to the Commission as one of the Planning Director's primary duties.
- C. Other members of the City's professional staff, including but not necessarily limited to the Public Works Director and City Attorney, shall be made available by the City to provide reasonable and routine assistance to the Commission. The level and extent of their participation shall be as determined by the City Manager, who shall take into account the requests and expectations of the Commission and its Chairperson when making such determinations.
- D. The Commission may request and the City may agree to provide outside professional consultants to assist the Commission when circumstances warrant.

#### **2.20.130 – Scope of Chapter**

This chapter designates the purposes, powers and duties of the Planning Commission to the extent the City is authorized to do so and not contravened by statute. The provisions of the statutory authority shall be applicable only in the instance of silence of this chapter, in cases of conflict, or where the general intent of the Legislature as to scope and authority deemed proper for a Planning Commission can lend meaningful direction and assistance in the interpretation of this chapter.

**SECTION TWO:** All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

Introduced as an Ordinance, passed on its first reading, and ordered published in full in the City's official newspaper this \_\_\_\_\_ day of \_\_\_\_\_, 2024

(SEAL)

CITY OF FLORENCE, COLORADO

\_\_\_\_\_  
Steve Wolfe, Mayor

Attest:

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

Passed on its second reading and ordered published by title in the City's official newspaper this \_\_\_\_\_ day of \_\_\_\_\_, 2024

(SEAL)

CITY OF FLORENCE, COLORADO

\_\_\_\_\_  
Steve Wolfe, Mayor

Attest:

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

# COUNCIL ACTION FORM

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** AMY NASTA, CITY MANAGER

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**Agenda Item:** Consider approving the second reading of Ordinance 5-2024, adding Chapter 2.25 of the Florence Municipal Code relating to the Board of Zoning Adjustment

**Department:** Administration

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**Staff Recommendation:**

Approve the second reading of Ordinance 5-2024, adding Chapter 2.25 of the Florence Municipal Code relating to the Board of Zoning Adjustment.

**Background/Description of Item:**

This is a housekeeping item. Staff is currently in the early stages of holistically revising the City of Florence Municipal Code. This will be a long-term, ongoing process, with this suggested revision being one of the first items selected as the current Code has the Chapter relating to the Board of Zoning Adjustment (BOZA) in Title 17, Zoning (specifically Chapter 17.88 – Board of Adjustment), when it should be in Title 2, Administration and Personnel as the Chapter relates to the BOZA itself, rather than to zoning. This move is consistent with where information regarding BOZA is housed in the Municipal Codes of other municipalities.

It should be noted that, while the Planning Commission is generally tasked with initiating and recommending changes to Title 17, this course of action was not required under this circumstance as, again, the changes are related to the BOZA itself and its administration.

While this is a sweeping change to Chapter 2.20, Staff considers this a housekeeping item. While many of the changes are contextual in nature, they are additions intended to provide clarification rather than changes to how the BOZA currently conducts the business of the Board. Many of these additions are language derived from Statute and placed in the Code for easier reference.

Some of these additions include:

- Clarification of the powers of the BOZA;
  - 2.25.020 – Powers
- Clarification of the role of BOZA in making policy determinations;
  - 2.25.030 – Policy Determinations
- Clarification of the makeup of the BOZA;
  - 2.25.040 - Membership
- Introduction of a significantly more robust appointment and selection process;
  - 2.25.050 - Selection
- Clarification regarding BOZA meeting logistics;
  - 2.25.070 – Meetings
  - 2.25.080 – Rules

- 2.25.090 – Record Keeping
- Clarification of the roles of City staff with regard to the BOZA
  - 2.20.120 – Planning Staff

Staff further determined additional, non-contextual and/or non-material changes were necessary. These suggested updates are generally grammatical or structural in nature and are suggested with the intent of improving the general flow and readability of the chapter. The changes are also intended to ensure Chapters 2.20 – Planning Commission, and 2.25 – Board of Zoning Adjustment, are structured in a similar manner making them easier for the user to reference.

The first reading of Ordinance 5-2024 passed with a 7-0 vote on April 1, 2024. The Ordinance was published in full in *The Daily Record* on April 4, 2024.

**Financial Impact:**

There is no financial impact associated with these suggested changes.

**Attachments included:**

- Ordinance 5-2024

**Suggested Motion:**

Approve the second reading of Ordinance 5-2024, an Ordinance adding Chapter 2.25 of the Florence Municipal Code relating to the Board of Zoning Adjustment.

**ORDINANCE NO. 5-2024**

**AN ORDINANCE ADDING CHAPTER 2.25 OF THE FLORENCE MUNICIPAL CODE AND REPEALING CHAPTER 17.88 BOTH RELATING TO THE BOARD OF ZONING ADJUSTMENT**

WHEREAS, THE CITY OF FLORENCE, COLORADO, ESTABLISHES REGULATIONS FOR THE BOARD OF ZONING ADJUSTMENT BY ORDINANCE; AND

WHEREAS, IT IS THE INTENT OF THE CITY COUNCIL TO ISSUE A GENERAL HOUSEKEEPING ORDINANCE TO CLEAN UP THE CITY'S ORDINANCES RELATED TO THE BOARD OF ZONING ADJUSTMENT;

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

**SECTION ONE:** Chapter 2.25 is hereby added to read as follows:

**Chapter 2.25 – BOARD OF ADJUSTMENT**

**2.25.010 - Authorization**

There is authorized by this chapter the Board of Zoning Adjustment for the City of Florence, Colorado, hereinafter referred to in this Chapter 2.25 as "BOZA."

**2.25.020 - Powers**

The BOZA is empowered as follows:

- A. To hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decisions, or determinations made by an administrative official based on or made in enforcement of Title 17 of the Florence Municipal Code, herein after referred to as "FMC Title 17".
- B. To hear and decide, grant, or deny applications for variance from the provisions of FMC Title 17. However, the BOZA may not grant variances from the provisions of FMC Title 17 governing the use or density of land or building, or the provisions governing planned unit developments. In granting any variance, the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of this FMC Title 17.
- C. To approve temporary permits for limited duration of nonconforming uses and structures.
- D. To hear and decide such other matters as the City Council may provide by ordinance.

**2.25.030 – Policy Determinations**

The BOZA may grant a variance or temporary permit only if it makes findings that all of the following requirements, insofar as applicable, have been satisfied:

- A. That there are unique physical circumstances or conditions, such as irregularly shaped, narrowness or shallowness of the lot, or exceptional topographical or other physical conditions peculiar to the affected property;

- B. That the unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located;
- C. That, because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this title;
- D. That such unnecessary hardship has not been created by the applicant;
- E. That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property; and
- F. That the variance, if granted, is the minimum variance that will afford relief and is the least modification possible of the provision of this title which is in question.

#### **2.25.040 - Membership**

- A. The BOZA shall consist of five (5) members, each of whom shall be appointed by the City Council.
- A. All members of the BOZA shall serve as such without compensation, and members shall hold no other municipal office with the only exception that a member of the BOZA may also be a member of the Planning Commission.
- B. All members of the BOZA shall be bona fide residents of the City at the time of appointment, and the discontinuance of residency shall immediately terminate membership.
- C. The terms of all members shall be three (3) years and such terms shall be staggered.
- D. Members may be removed following a public hearing before the City Council, for inefficiency, neglect of duty, or malfeasance in office, in which case the Council shall file a written statement of the reasons for the removal of said member.

#### **2.25.050 – Selection**

- A. The Mayor and one Council member selected by the Mayor shall form the Interview Team. A BOZA representative and/or the City Manager or designee may participate in candidate interviews at the request of the Interview Team. The Interview Team is charged with the responsibility of recommending individuals, by unanimous consent, to serve on the BOZA, subject to the approval by majority vote of the City Council.
- B. A vacancy on the BOZA shall be effective on the date stated on the member's written notice of resignation filed with the City Clerk or the third-year anniversary date of their appointment, unless their successor has not been appointed, in which event upon appointment of their successor. No vacancy on the BOZA shall impair the right of the remaining members to exercise all powers of the body except as otherwise set forth herein or otherwise required by law.
- C. In the event of a vacancy on the BOZA due to a resignation, the Interview Team shall submit to the City Council a recommendation to fill the vacancy for the remainder of the unexpired term within sixty days from the date the office became vacant. In addition to the sixty days, for good cause and upon a majority vote of the Council members present and voting, the time for the Interview Team to make a recommendation may be extended for up to an additional thirty days.



1. Good Cause shall be determined by the City Council and include but not be limited to such events as a death in office, illness, insufficient or inadequate candidates, legal holidays, or the timing of the next regular Council meeting at which a nominee would be considered for appointment.

D. In the event of a vacancy on the BOZA due to an expired term of office, the appointment process shall commence ninety days prior to the expiration of the office term of the incumbent.

E. The appointment process for members of the BOZA shall be as follows:

1. Consideration for appointment shall be based on a completed Public Service Application, meeting basic qualification for service on the BOZA as described in this Chapter, and interview results.

2. Public Service Applications are available on the City's website and may be submitted electronically through the website or printed and returned to City Hall in person or via the United States Post Office. Paper applications will be available at City Hall via the City Clerk's office. All Public Service Applications shall be kept on file in the City Clerk's office for a period of one calendar year from the date of receipt.

3. The City Clerk shall coordinate the appointment process, beginning with the notification to the general public of an opening or openings on the BOZA. Such openings shall be advertised for two weeks via the City's official website and other outlets as directed by the City Council.

4. Following the two-week notification period, the City Clerk shall provide the City Council the applications on file for the specified opening(s). The Council will then be given one week to advise only the City Clerk of any personally known potential issues with any of the candidates or to offer a personal recommendation for a candidate of candidates from the pool of applicants. The City Clerk shall call upon the City Council to submit the names of potential candidates should there be no applications for appointment on file.

5. Up to an additional two weeks shall be set aside for the conducting of candidate interviews by the Interview Team. The number of qualified candidates selected for interview by the Interview Team shall be a minimum of three (3) times the number of openings. Should the number of qualified applicants for the opening(s) be less than three (3) times the number of openings but greater than the number of positions available, all qualified applicants shall be interviewed. Should the number of qualified applicants for the opening(s) be less than or equal to the number of positions available, the Interview Team may make a unanimous decision to nominate the applicant(s) without an interview.

6. The Interview Team will have one week after the conclusion of candidate interviews to unanimously choose a nominee which they will bring forward to the City Council for consideration.

7. The City Council will consider the appointment as part of the Consent Agenda at their first regular meeting after the Interview Team has selected a nominee.

#### **2.25.060 – Chairperson**

The BOZA shall elect from its public members a chairperson for a one-year term of service as chairperson, for the purpose of officiating at meetings of the Planning Commission. The Chairperson shall retain their voting rights.

#### **2.25.070 – Meetings**

The BOZA shall schedule and hold, whenever there is business to come before the BOZA, regular public meetings, not less often than once per calendar month. No official meeting shall take place unless a quorum is present. When a quorum is not present, a majority of those members who are present may authorize the chairperson to continue the meeting to a date certain, but shall conduct no other business. An affirmative vote of three (3) members shall be necessary to authorize any action of the BOZA. The BOZA may adopt rules of procedure for its meetings, which shall constitute an official protocol.

#### **2.25.080 – Rules**

The BOZA may adopt rules which shall be binding upon its members.

#### **2.25.090 – Record Keeping**

The BOZA, via the Planning Director or designee, shall maintain a record of its resolutions, transactions, findings, determinations, recommendations and other activities. The record shall be maintained for public inspection during normal working hours at the municipal office for the City.

#### **2.25.100 – Planning Staff**

- A. The City shall furnish for all regular and special meetings of the BOZA, and for all workshops if requested in advance by the Chairperson, a Recording Secretary who shall: call the roll; tally and record all votes; prepare the official minutes of the BOZA; and maintain such official minutes and all other official records of proceedings before the BOZA.
- B. The Planning Director, under the direction of the City Manager, shall provide technical and advisory support to the BOZA as one of the Planning Director's primary duties.
- C. Other members of the City's professional staff, including but not necessarily limited to the Public Works Director and City Attorney, shall be made available by the City to provide reasonable and routine assistance to the BOZA. The level and extent of their participation shall be as determined by the City Manager, who shall take into account the requests and expectations of the BOZA and its Chairperson when making such determinations.
- D. The BOZA may request and the City may agree to provide outside professional consultants to assist the Commission when circumstances warrant.

**SECTION TWO:** Chapter 17.88 is hereby repealed in its entirety.

**SECTION THREE:** All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

Introduced as an Ordinance, passed on its first reading, and ordered published in full in the City's official newspaper this \_\_\_\_\_ day of \_\_\_\_\_, 2024

(SEAL)

CITY OF FLORENCE, COLORADO

\_\_\_\_\_  
Steve Wolfe, Mayor

Attest:

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

Passed on its second reading and ordered published by title in the City's official newspaper this \_\_\_\_\_ day of \_\_\_\_\_, 2024

(SEAL)

CITY OF FLORENCE, COLORADO

\_\_\_\_\_  
Steve Wolfe, Mayor

Attest:

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

# COUNCIL ACTION FORM

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: AMY NASTA, CITY MANAGER

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**Agenda Item:** Consider adopting a Resolution adopting an ARPA Tree Maintenance Program for the City of Florence, Colorado

**Department:** Administration

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## Staff Recommendation:

Adopt a Resolution adopting an ARPA Tree Maintenance Program for the City of Florence, Colorado

## Background/Description of Item:

The *ARPA Tree Maintenance Program Overview* (Program) document provides the necessary guidelines for the establishment of a one-time program for the mitigation of hazardous trees and associated sidewalk damage. The Program document provides rules and procedures for allocating funding based on feedback for goals and criteria of the program as provided by the City Council during the March 18, 2024 City Council workshop regarding trees.

The Program document consists of six (6) sections, each covering a variety of topics related to the efficient and equitable distribution of funding to outside agencies:

- **Program Purpose**
  - Provides general information regarding the purpose of the program and the spirit in which its implementation and execution are intended.
- **Tree Identification**
  - Provides information regarding how trees are identified for mitigation in order to promote accountability and good fiscal stewardship while ensuring, to the greatest extent possible, funding being requested will be utilized to create a positive and measureable effect within the City of Florence.
- **Program Phasing**
  - Provides information regarding how the program will be phased. Said phasing will also be utilized to guide the bidding process.
- **Notification Process**
  - Provides information about how the notification process will be developed.
- **Use of Funds**
  - Covers general information regarding how funds for the program are to be utilized for each item included in the program.
- **Program Retirement**
  - Delineates how and when the program will sunset.

The adoption of this Resolution adopts the Program document by reference.

It is important to note that this Resolution does not include the adoption of a list of specific trees identified as hazardous. This is to ensure the program can remain operationally nimble and efficient, allowing for adjustments to which specific trees are included based on any additional weather events, information, or other factors. Allowing administrative oversight of which trees are to be included while following the guidelines outline in the Program document does not alter the intent or spirit of the program, but allows staff to implement the program without returning to the City Council for the passage of subsequent Resolutions in order to facilitate any and all changes to which specific trees are included in the program and what specific maintenance is needed for each tree.

The exact number of trees that may be removed or trimmed, as well as the number of sidewalks that may be replaced will be highly variable depending on pricing included in bids received.

**Attachments:**

- Resolution 5-2024
- City of Florence, Colorado ARPA Tree Maintenance Program Overview

**Financial Impact:**

This program will utilize \$113,500 in ARPA funding as requested for allocation by the Florence City Council during their March 4, 2024 Work Session regarding ARPA funding. This funding will be officially allocated in a budget amendment ordinance at a future Florence City Council Meeting.

**Suggested Motion:**

Adopt Resolution 5-2024, a Resolution providing for the adoption of an ARPA Tree Maintenance Program for the City of Florence, Colorado

**RESOLUTION NO. 5-2024**

A RESOLUTION PROVIDING FOR THE ADOPTION OF AN ARPA TREE MAINTENANCE PROGRAM FOR THE CITY OF FLORENCE, COLORADO.

WHEREAS, the City of Florence recognizes the importance of trees to the community and desires to promote an urban canopy that is healthy, beautiful, and safe for the community to enjoy; and

WHEREAS, the City of Florence now deems it advisable to adopt limited time program to provide a uniform process for the mitigation of hazardous trees in the City of Florence using American Rescue Plan Act (ARPA) funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, COLORADO, AS FOLLOWS:

**SECTION ONE:** The City of Florence, Colorado, ARPA Tree Maintenance Program is adopted as written in the attached Program Overview Document.

**SECTION TWO:** This ARPA Tree Maintenance Program supersedes any rules, regulations or policies in conflict herewith; and

**SECTION THREE:** The Resolution shall take effect and be in full force from and after its adoption by the City Council of the City of Florence on April 15, 2024.

**ADOPTED** By the City Council of the City of Florence, Colorado, this 15<sup>th</sup> day of April, 2024

SIGNED by the Mayor on this 15<sup>th</sup> day of April, 2024.

CITY OF FLORENCE, COLORADO

(SEAL)

\_\_\_\_\_  
Steve Wolfe, Mayor

Attest:

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

Approved as to form: \_\_\_\_\_

Dan Findlay, City Attorney



# City of Florence, Colorado

## ARPA Tree Maintenance

### Program Overview

#### Program Purpose

The City of Florence recognizes the multi-faceted importance of trees to the community and desires to promote an urban canopy that is healthy, beautiful, and safe for the community to enjoy. This program is intended to utilize funding obtained through the American Rescue Plan Act (ARPA) to provide one-time financial support so that the City may continue to promote the beautification of the City of Florence, while enhancing safety for Florence residents, stakeholders, and visitors.

#### Tree Identification

The requirements of this program are intended to ensure, to the greatest extent possible, that the funding being requested will be utilized to create a positive and measureable effect on the mitigation of hazardous trees within the City of Florence. In order to ensure accountability and promote good fiscal stewardship, the City of Florence will utilize the following methods to identify hazardous trees:

- Begin with the information contained in the Green Empire Tree Survey; and
- Utilize common-sense observation to augment the information contained in the survey in order to account for time elapsed following survey completion and any clerical errors etc. therein

#### Program Phasing

The removal and/or maintenance of hazardous trees will occur in phases. At this time, Staff anticipates four to five (4-5) phases, with each phase having a part “a” and a part “b”. The phasing is intended to accomplish the following:

- (1) Mitigate the trees identified as being the most hazardous in each phase first, starting with full removals followed by trimming;
- (2) Ensure the trees identified as hazardous along the main thoroughfares are mitigated as early as possible in the program followed by trees along other heavily traveled roadways;

The specific trees and locations included in each phase are subject to change, but the phasing should generally follow the model outlined above, allowing flexibility for circumstances including but not limited to weather and other naturally occurring events which may change the expediency at which any particular mitigation is required.

#### Notification Process

City Staff will work with the City’s legal counsel to develop an appropriate notification process and strategy that will be utilized to inform all property owners of work being done on the trees associated with their property.



## Use of Funds

The City of Florence will utilize the allocated ARPA funding to provide financial support for specific items included in the program as follows:

Item	Percentage Paid by City of Florence
Tree removal	100%
Tree trimming	100%
Stump grinding/removal	100%
Sidewalk repair/replacement	100%
Tree replacement	100%

## Program Retirement

One the ARPA funding allocated for this program has been exhausted, the program will be automatically discontinued without further City Council action.



# COUNCIL ACTION FORM

**MEETING DATE:       APRIL 15, 2024**

**STAFF CONTACT:      AMY NASTA, CITY MANAGER**

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**Agenda Item:**       Consider adopting a Resolution setting water rates and capital improvement charges to be assessed to the East Florence Water Association

**Department:**       Administration

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**Staff Recommendation:**

Adopt a Resolution setting water rates and capital improvement charges to be assessed to the East Florence Water Association.

**Background/Description of Item:**

This is a housekeeping item. The City of Florence has an active Water Purchase Contract with the East Florence Water Association (EFWA) for the provision of water to the EFWA. As part of this contract, which is currently set to expire on April 30, 2025, the City of Florence may modify the water rates charged to EFWA on an annual basis based on a demonstrable increase or decrease in costs. These rates include both water delivered and payment of capital improvements to the regional water system.

**Financial Impact:**

The City will be reimbursed for water and debt service costs based on the included rates and EFWA's water usage.

**Attachments:**

- Resolution No. 6 - 2024
- Water cost computation
- Debt retirement information

**Suggested Motion:**

Adopt Resolution 6-2024 setting the water rates and capital improvement charges to be assessed to the East Florence Water Association from May 1, 2024 to April 30, 2025.

**CITY OF FLORENCE, COLORADO**

**RESOLUTION NO 06-2024**

**A RESOLUTION SETTING THE WATER RATES AND CAPITAL IMPROVEMENT CHARGES TO BE ASSESSED TO THE EAST FLORENCE WATER ASSOCIATION FROM MAY 1, 2024 TO APRIL 30, 2025.**

**WHEREAS**, the City Council of the City of Florence, Colorado, pursuant to Colorado statute and the Florence Municipal Code, is vested with the authority of administering the affairs of the City of Florence, Colorado.

**WHEREAS**, the City of Florence has been providing water to the East Florence Water Associations pursuant to contracts entered into by the City of Florence and the Association since July 6, 1987.

**WHEREAS** Section 13.04.270 of the Florence Municipal Code provides for the establishment of rates and charges by resolution, and the East Florence Water Association agreed to modification of rates for water delivered and for payment of capital improvements based on demonstrable increase or decrease in the cost of providing water.

**WHEREAS** the cost of providing water from January 1, 2023, to December 31, 2023, was computed as evidenced in 2023 Water Cost computation attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, COLORADO AS FOLLOWS:**

1.
  - a. From and after May 1, 2024 until April 30, 2025, the East Florence Water Association shall pay to the City of Florence \$5.09 per thousand gallons of water.
  - b. From and after May 1, 2024, until April 30, 2025, the East Florence Water Association shall pay to the City of Florence a regional debt factor of \$20.26 per equivalent residential tap per month.
  - c. From and after May 1, 2024, until April 30, 2025, the East Florence Water Association billing shall be increased by \$668.17 per month by the City of Florence as an adjustment for cost of providing water from May 1, 2023, to April 30, 2024.

d. On or about April 15, 2024 the City Council of the City of Florence shall provide a schedule of rates to be paid by the Association for water delivered and for payment of capital improvements from May 1, 2024 until April 30, 2025 based on demonstrable increase or decrease in the cost of providing water, as well as make any adjustments required by virtue of a comparison of the rates charged herein and the actual cost of providing water from May 1, 2024 until April 30, 2025 which shall be credited or deducted as is provided by the existing contract between the City of Florence and the East Florence Water Association.

2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FLORENCE ON THIS 15th DAY OF April 2024.**

ATTEST:

CITY OF FLORENCE, COLORADO

\_\_\_\_\_  
Cortlyne Huppe, City Clerk

BY: \_\_\_\_\_  
Steve Wolfe, Mayor

**City of Florence**  
**2023 Water Cost Computation**

**Effective 05/01/2024**

	2023 Actual	2023 Budget	Coal Creek Williamsburg	Rockvale	East Florence
Administration	\$ 553,143.60	\$ 577,639.00	\$ 412,135.63	\$ 412,135.63	\$ 380,760.21
Personnel Services	\$ 659,050.90	\$ 771,101.27	\$ 659,050.90	\$ 659,050.90	\$ 659,050.90
Chemicals	\$ 167,465.16	\$ 172,000.00	\$ 167,465.16	\$ 167,465.16	\$ 167,465.16
Electricity	\$ 379,850.74	\$ 401,250.00	\$ 343,090.44	\$ 160,025.08	\$ 343,090.44
Plant Repair and Maintenance	\$ 93,411.16	\$ 120,700.00	\$ 90,933.16	\$ 90,933.16	\$ 90,933.16
Other Costs	\$ 222,056.89	\$ 555,530.00	\$ 157,361.81	\$ 157,361.81	\$ 157,361.81
Water Distribution Expense	\$ 178,967.95	\$ 252,795.00	\$ -	\$ -	\$ -
Capital Outlay	\$ 1,080,867.66	\$ 1,138,000.00	\$ 133,254.35	\$ 133,254.66	\$ 133,254.66
Oak Creek Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -
Reimburse City-Prior Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 3,334,814.06</b>	<b>\$ 3,989,015.27</b>	<b>\$ 1,963,291.45</b>	<b>\$ 1,780,226.40</b>	<b>\$ 1,931,916.34</b>

Cost per 1,000 gallons - Actual	\$ 5.17	\$ 4.69	\$ 5.09
Rate charged in 2023 per 1,000 gallons	\$ 4.32	\$ 3.85	\$ 4.24
Adjustment due to rate charged	0.85	0.84	0.85

2022 year usage:

Coal Creek	9,698,000 gallons	\$ 8,262.96		
Williamsburg	23,434,333 gallons	\$ 19,679.37		
Rockvale	15,137,000 gallons		\$ 12,856.97	
East Florence	9,440,000 gallons			\$ 8,018.09

2023 Total Water Consumption 379,598,065 gallons

Monthly adjustment from 05/01/24 to 5/01/2025

Coal Creek	\$ 688.58			
Williamsburg	\$ 1,639.95			
Rockvale			\$ 1,071.41	
East-Florence				\$ 668.17

**City of Florence  
2022 Water Cost Computation**

**Effective 05/01/2023**

	2022 Actual	2022 Budget	Coal Creek Williamsburg	Rockvale	East Florence
Administration	\$ 553,143.60	\$ 577,639.00	\$ 412,135.63	\$ 412,135.63	\$ 380,760.21
Personnel Services	\$ 659,050.90	\$ 771,101.27	\$ 659,050.90	\$ 659,050.90	\$ 659,050.90
Chemicals	\$ 167,465.16	\$ 172,000.00	\$ 167,465.16	\$ 167,465.16	\$ 167,465.16
Electricity	\$ 379,850.74	\$ 401,250.00	\$ 343,090.44	\$ 160,025.08	\$ 343,090.44
Plant Repair and Maintenance	\$ 93,411.16	\$ 120,700.00	\$ 90,933.16	\$ 90,933.16	\$ 90,933.16
Other Costs	\$ 222,056.89	\$ 555,530.00	\$ 157,361.81	\$ 157,361.81	\$ 157,361.81
Water Distribution Expense	\$ 178,967.95	\$ 252,795.00	\$ -	\$ -	\$ -
Capital Outlay	\$ 1,080,867.66	\$ 1,138,000.00	\$ 133,254.35	\$ 133,254.66	\$ 133,254.66
Oak Creek Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -
Reimburse City-Prior Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 3,334,814.06</b>	<b>\$ 3,989,015.27</b>	<b>\$ 1,963,291.45</b>	<b>\$ 1,780,226.40</b>	<b>\$ 1,931,916.34</b>

Cost per 1,000 gallons - Actual	\$ 4.96	\$ 4.50	\$ 4.88
Rate charged in 2022 per 1,000 gallons	\$ 3.78	\$ 3.27	\$ 3.78
Adjustment due to rate charged	1.18	1.23	1.10

2022 year usage:

Coal Creek	10,040,000 gallons	\$ 1,506.00		
Williamsburg	22,840,000 gallons	\$ 3,426.00		
Rockvale	15,570,000 gallons		\$ 2,802.60	
East Florence	7,890,000 gallons			\$ 1,183.50

2022 Total Water Consumption 395,545,072 gallons

Monthly adjustment from 05/01/23 to 5/01/2024

Coal Creek	\$ 125.50		
Williamsburg	\$ 285.50		
Rockvale		\$ 233.55	
East-Florence			\$ 98.63

**City of Florence  
Metered Water Consumption**

<b>Year</b>	<b>Florence</b>	<b>Federal Prison</b>	<b>Florence Bulk Water</b>	<b>Coal Creek</b>	<b>Williamsburg</b>	<b>Rockvale</b>	<b>E. Florence</b>	<b>Total Metered Gallons</b>
1994	168,749,504	141,300,000	-	5,067,000	13,427,000	4,310,000	7,399,000	340,252,504
1995	172,361,600	186,800,000	-	5,433,000	15,277,000	10,568,000	7,076,000	397,515,600
1996	195,187,900	230,100,000	-	5,193,000	19,659,000	11,228,000	8,211,000	469,578,900
1997	188,699,000	231,000,000	-	6,164,000	23,569,000	11,882,000	7,912,000	469,226,000
1998	207,003,800	226,547,000	-	7,757,000	28,196,000	13,533,000	8,574,100	491,610,900
1999	242,567,300	229,458,000	-	8,459,000	24,638,000	12,909,000	10,714,000	528,745,300
2000	242,397,810	238,905,890	-	10,720,000	26,833,000	14,992,000	11,682,000	545,530,700
2001	248,211,500	234,718,000	-	10,916,000	24,224,000	15,866,000	14,186,000	548,121,500
2002	226,513,980	239,200,000	5,605,237	9,807,810	22,292,000	14,197,000	8,833,470	526,449,497
2003	181,485,670	231,000,000	4,631,600	9,299,000	19,206,000	13,706,000	7,240,000	466,568,270
2004	191,155,710	223,900,000	3,462,000	9,213,000	21,018,000	12,760,000	7,390,000	468,898,710
2005	188,023,300	207,880,000	3,952,000	9,799,000	24,141,000	15,260,000	8,490,000	457,545,300
2006	208,562,890	200,510,000	3,485,000	10,201,000	20,789,000	14,320,000	11,820,000	469,687,890
2007	185,680,405	203,510,000	3,168,000	10,171,000	21,538,700	15,600,000	12,470,000	452,138,105
2008	200,524,000	204,580,000	3,452,000	11,125,000	23,280,000	16,260,000	13,710,000	472,931,000
2009	196,333,000	211,760,000	2,755,000	10,440,000	20,333,000	14,830,000	14,960,000	471,411,000
2010	212,768,000	162,820,000	2,959,000	11,603,000	20,717,000	16,780,000	17,560,000	445,207,000
2011	214,000,000	123,080,000	3,132,000	12,647,000	22,305,000	17,650,000	15,200,000	408,014,000
2012	212,103,000	126,800,000	3,653,000	12,117,000	24,623,000	16,810,000	16,112,000	412,218,000
2013	188,705,000	126,520,000	3,383,000	11,052,000	23,286,000	12,533,000	16,000,000	381,479,000
2014	196,446,000	133,980,000	3,094,000	11,722,000	22,569,000	13,610,000	17,040,000	398,461,000
2015	163,463,000	135,040,000	4,143,000	9,213,000	22,146,000	12,830,000	15,710,000	362,545,000
2016	178,786,000	122,120,000	3,826,000	9,759,000	18,590,000	15,630,000	15,360,000	364,071,000
2017	169,028,000	128,157,000	4,348,000	9,424,000	18,530,000	15,040,000	15,580,000	360,107,000
2018	183,259,000	130,083,000	4,811,000	10,601,000	21,230,000	15,010,000	16,020,000	381,014,000
2019	171,176,145	127,201,000	5,747,000	9,387,000	21,970,000	13,880,000	15,480,000	364,841,145
2020	174,554,000	142,480,000	7,162,000	10,580,000	22,280,000	14,450,000	15,830,000	387,336,000
2021	194,937,072	141,397,000	6,643,306	10,341,000	22,930,000	14,630,000	11,310,000	402,188,378
2022	180,961,107	162,941,000	10,356,259	10,040,000	22,840,000	15,570,000	7,890,000	410,598,366
2023	176,298,732	145,590,000	7,367,654	9,698,000	23,434,333	15,137,000	9,440,000	386,965,719
<b>TOTAL</b>	<b>5,859,942,425</b>	<b>5,349,377,890</b>	<b>101,136,056</b>	<b>287,948,810</b>	<b>655,871,033</b>	<b>421,781,000</b>	<b>365,199,570</b>	<b>13,041,256,784</b>
<b>AVG</b>	<b>196,583,167</b>	<b>178,312,596</b>	<b>4,040,465</b>	<b>9,550,734</b>	<b>21,728,396</b>	<b>14,059,367</b>	<b>12,173,319</b>	<b>841,371,405</b>

Federal Prison added in 1992  
Rockvale joined the Regional Water System 1994

**Cost Allocation  
2023**

		2023	2023	Coal Creek		East
		Actual	Budget	Williamsburg	Rockvale	Florence
<b>Administration:</b>						
02.4150.1000	Management Fee - General Fund	313,268	350,588	313,268	313,268	313,268
02.4150.1100	GF Physical Charge - Centura	55,000	60,000	N/A	N/A	N/A
02.4150.3000	Office Supplies	845	2,000	N/A	N/A	N/A
02.4150.3100	Postage	16,106	10,000	N/A	N/A	N/A
02.4150.3700	Lease - Copier	277	500	277	277	138
02.4150.4200	GF - Security Charge	62,380	68,051	62,380	62,380	31,190
02.4150.4500	Maintenance - Office Equipment	94	500	94	94	47
02.4150.4600	Maintenance - Telephone	-	1,000	N/A	N/A	N/A
02.4150.5000	Telephone	14,902	15,000	14,902	14,902	14,902
02.4150.5500	Audit	5,216	8,000	5,216	5,216	5,216
02.4150.5550	Bank Fees (American National)	14,778	10,000	14,778	14,778	14,778
02.4150.5600	Financial Software & Training	46,256	30,000	-	-	-
02.4150.5650	Travel & Seminars - City Manager	-	500	N/A	N/A	N/A
02.4150.6000	Dues & Memberships	2,771	2,500	1,220	1,220	1,220
02.4150.6600	Computer Cybersecurity	20,735	15,000	-	-	-
02.4150.7300	Legal Notices, Publications	514	4,000	N/A	N/A	N/A
	Less Deputy Clerk			-	-	-
	<b>Total Administration</b>	<b>553,144</b>	<b>577,639</b>	<b>412,136</b>	<b>412,136</b>	<b>380,760</b>
<b>Personnel Services:</b>						
02.4330.1000	Water Distributions	80,348	174,536	80,348	80,348	80,348
02.4330.1100	Salaries	449,476	437,642	449,476	449,476	449,476
02.4330.1200	Salaries - Overtime	3,364	3,000	3,364	3,364	3,364
02.4330.1400	Colorado Unemployment	1,248	2,035	1,248	1,248	1,248
02.4330.1600	FICA Tax	31,318	32,000	31,318	31,318	31,318
02.4330.1650	Medicare	7,324	8,005	7,324	7,324	7,324
02.4330.1800	Health Insurance	102,195	120,000	102,195	102,195	102,195
02.4330.1950	Deferred Comp Contribution	11,398	20,000	11,398	11,398	11,398
02.4330.1960	Worker's Compensation	8,425	8,425	8,425	8,425	8,425
02.4330.2000	Uniforms	2,996	4,000	2,996	2,996	2,996
02.4330.2050	Office Equipment	-	500	-	-	-
	Less Billing Clerk	(39,042)	(39,042)	(39,042)	(39,042)	(39,042)
	<b>Total Personnel Services</b>	<b>659,051</b>	<b>771,101</b>	<b>659,051</b>	<b>659,051</b>	<b>659,051</b>
<b>Chemicals:</b>						
02.4345.8510	Chlorine	57,965	64,000	57,965	57,965	57,965
02.4340.7520	Copper Sulfate	1,325	-	1,325	1,325	1,325
02.4345.8540	Poly Alum Chloride	108,175	108,000	108,175	108,175	108,175
	<b>Total Chemicals</b>	<b>167,465</b>	<b>172,000</b>	<b>167,465</b>	<b>167,465</b>	<b>167,465</b>
<b>Electricity:</b>						
02.4350.7600	Electricity - Minnequa Canal	69,142	78,000	69,142	6,914	69,142
02.4350.7620	Electricity - West Pump Station	3,941	10,000	3,941	3,941	3,941
02.4350.7640	Electricity - Raw Water Pump Station	134,264	150,000	134,264	13,426	134,264
02.4350.7650	Electricity - River Pump	17,304	24,000	N/A	N/A	N/A
02.4350.7660	Electricity - Airport Pump	13,288	15,000	N/A	N/A	N/A
02.4350.7680	Electricity - N. Reservoir Pumps	-	-	-	-	-
02.4355.7650	Electricity - S 2MG Tank	218	500	218	218	218
02.4355.7660	Electricity - S. Reservoir	182	500	182	182	182
02.4355.7670	Electricity - South Plant	3,764	5,000	3,764	3,764	3,764
02.4355.7675	Electricity - New South Plant	131,431	110,000	131,431	131,431	131,431
02.4355.7680	Electricity - Coal Creek Tank	149	200	149	149	149
02.4355.7690	Electricity - Newlin Cabin	1,950	6,000	N/A	N/A	N/A
02.4355.7692	Electricity - E. MG Tank	-	250	N/A	N/A	N/A
02.4355.7693	Electricity - Bulk Water Station	4,219	1,000	N/A	N/A	N/A
02.4355.7694	Electricity - Raw Water Bulk Station	-	800	N/A	N/A	N/A
	<b>Total Electricity</b>	<b>379,851</b>	<b>401,250</b>	<b>343,090</b>	<b>160,025</b>	<b>343,090</b>

\* additional postage for compliance letters

\* Additional Sensus Upgrades

\* new line item

\* Certifications Compensation

		2023	2023	Coal Creek		East
		Actual	Budget	Williamsburg	Rockvale	Florence
<b>Plant Repairs &amp; Maintenance</b>						
<b>North System</b>						
02.4360.7710	Natural Gas - North	8,404	5,000	8,404	5,000	8,404
02.4360.7730	Pumps - North	-	-	-	-	-
02.4360.7731	Pump Stations R&M	14,044	15,000	14,044	14,044	14,044
02.4360.8000	Tank R&M	1,824	8,000	1,824	1,824	1,824
<b>South Plant</b>						
02.4365.8760	Process Equip - South	56,869	45,000	56,869	56,869	56,869
02.4365.8781	Building and Electrical R&M	687	10,000	687	687	687
02.4365.8790	Propane	17,510	30,000	17,510	17,510	17,510
02.4365.8840	R&M - Newlin Creek Cabin	2,325	2,000	N/A	N/A	N/A
02.4365.8850	Propane-Newlin Cabin	64	700	N/A	N/A	N/A
02.4365.9999	Unscheduled Maintenance	89	10,000	N/A	N/A	N/A
<b>Total Repair and Maintenance</b>		<b>93,411</b>	<b>120,700</b>	<b>90,933</b>	<b>90,933</b>	<b>90,933</b>
<b>Other Costs</b>						
02.4370.6700	Insurance	76,095	75,190	76,095	76,095	76,095
02.4370.7700	Plant Software	-	400	-	-	-
02.4370.7711	Plant Software& Computers	29	3,000	29	29	29
02.4370.7800	Seminars & Training	2,924	7,000	2,924	2,924	2,924
02.4370.7805	Retirement Contribution	4,600	7,200	4,600	4,600	4,600
02.4370.7810	Lab Testing - State	9,920	8,000	9,920	9,920	9,920
02.4370.7835	Lab Supplies - Plants	771	5,000	771	771	771
02.4370.7845	Misc. Supplies - S. Plant	1,723	3,500	1,723	1,723	1,723
02.4370.7850	Vehicle - Gas & Oil	12,363	20,000	12,363	12,363	12,363
02.4370.7851	Generator Fuel & Maintenance	5,961	7,500	5,961	5,961	5,961
02.4370.7855	Safety Equipment	2,519	5,000	2,519	2,519	2,519
02.4370.7861	Vehicle - R&M	12,846	15,000	12,846	12,846	12,846
02.4370.7870	Equipment - R&M	80	-	80	80	80
02.4370.7875	Scada - R&M	22,210	20,000	22,210	22,210	22,210
02.4370.7879	GIS Authority Membership	6,330	5,740	N/A	N/A	N/A
02.4370.7881	Amortization Expense	-	-	N/A	N/A	N/A
02.4370.7888	Equipment Rental - Lift	-	4,000	-	-	-
02.4370.7890	Professional Services	58,365	365,000	N/A	N/A	N/A
02.4370.7900	Riprap & Crusher Fines	5,321	4,000	5,321	5,321	5,321
<b>Total Other Costs</b>		<b>222,057</b>	<b>555,530</b>	<b>157,362</b>	<b>157,362</b>	<b>157,362</b>
<b>Water Distribution</b>						
02.4380.1000	General Fund Services	114,853	125,295	N/A	N/A	N/A
02.4380.7900	Main Line Repairs	1,669	20,000	N/A	N/A	N/A
02.4380.7910	Back-Flow Prevention	-	3,000	N/A	N/A	N/A
02.4380.7920	Fire Hydrants	3,854	10,000	N/A	N/A	N/A
02.4380.7930	Copper & Fittings	16,692	15,000	N/A	N/A	N/A
02.4380.7940	Meters & Pits	12,026	15,000	N/A	N/A	N/A
02.4380.7950	Distribution Supplies	13,709	20,000	N/A	N/A	N/A
02.4380.7970	Rental Equipment	-	3,500	N/A	N/A	N/A
02.4380.7980	Airport Line-Maint	-	5,000	N/A	N/A	N/A
02.4380.7990	Water Share Assessments	11,460	15,000	N/A	N/A	N/A
02.4380.8080	Satellite System Expense	-	14,000	-	-	-
02.4380.8090	Other Water Dist. Expense	4,706	7,000	N/A	N/A	N/A
<b>Total Water Distribution Expenses</b>		<b>178,968</b>	<b>252,795</b>	<b>-</b>	<b>-</b>	<b>-</b>

\* Flock Mixer - Gear Box & Ingresoll Rand Cx

\*\*Fitting went from leaded to unleaded - com



	2023 Actual	2023 Budget	Coal Creek Williamsburg	Rockvale	East Florence	
<b>Capital Outlay</b>						
02.4950.9014	-	-	N/A	N/A	N/A	
02.4950.9015	-	10,000				
02.4950.9019	1,712	8,000	1,712	1,712	1,712	
02.4950.9020	1,404	3,000	N/A	N/A	N/A	
02.4950.9043	936,005	750,000	-	-	-	* ARPA Funding
02.4950.9028	-	60,000				
02.4950.9030	-	6,000	N/A	N/A	N/A	
02.4950.9045	-	20,000				
02.4950.9046	-	12,000				
02.4950.9060	110,974	142,000	110,974	110,974	110,974	*SCADA Cybersecurity Project
02.4950.9062	1,906	2,000	N/A	N/A	N/A	
02.4950.9063	8,776	10,000	N/A	N/A	N/A	
02.4950.9070	75	20,000	N/A	N/A	N/A	
02.4950.9071	20,016	50,000	20,016	20,016	20,016	** New Bobcat Loader,
02.4950.9999	-	45,000	553	553	553	
<b>Total Capital Outlay</b>	<b>1,080,868</b>	<b>1,138,000</b>	<b>133,254</b>	<b>133,255</b>	<b>133,255</b>	
<b>Total Costs</b>	<b>3,334,814</b>	<b>3,989,015</b>	<b>1,963,291</b>	<b>1,780,226</b>	<b>1,931,916</b>	

	2023	Coal Creek			Williamsburg			Rockvale			East Florence		
		Total	Yearly	Monthly	Total	Yearly	Monthly	Total	Yearly	Monthly	Total	Yearly	Monthly
Administration	553,144	412,136	10,529	877	412,136	25,443	2,120	412,136	16,434	1,370	380,760	9,469	789
Personnel Services	659,051	659,051	16,837	1,403	659,051	40,686	3,391	659,051	26,281	2,190	659,051	16,390	1,366
Chemicals	167,465	167,465	4,278	357	167,465	10,338	862	167,465	6,678	556	167,465	4,165	347
Electricity	379,851	343,090	8,765	730	343,090	21,181	1,765	160,025	6,381	532	343,090	8,532	711
Plant Repair & Maintenance	93,411	90,933	2,323	194	90,933	5,614	468	90,933	3,626	302	90,933	2,261	188
Other Costs	222,057	157,362	4,020	335	157,362	9,715	810	157,362	6,275	523	157,362	3,913	326
Water Distribution Expense	178,968	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	1,080,868	133,254	3,404	284	133,254	8,226	686	133,255	5,314	443	133,255	3,314	276
Oak Creek Feasibility Study	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimburse City-Prior Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Regional Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>3,334,814</b>	<b>1,963,291</b>	<b>50,158</b>	<b>4,180</b>	<b>1,963,291</b>	<b>121,203</b>	<b>10,100</b>	<b>1,780,226</b>	<b>70,989</b>	<b>5,916</b>	<b>1,931,916</b>	<b>48,044</b>	<b>4,004</b>

2023 year usage:

Florence	176,298,732 gallons	46.4%
Federal Prison	145,590,000 gallons	38.4%
Coal Creek	9,698,000 gallons	2.6%
Williamsburg	23,434,333 gallons	6.2%
Rockvale	15,137,000 gallons	4.0%
East Florence	9,440,000 gallons	2.5%

2023 Total		
Water Consumption	379,598,065 gallons	100.0%

(bulk Water not included in consumption)

2024 SOUTHFIELD WATER FACILITIES  
DEBT RETIREMENT TAP FACTOR  
Effective May 1, 2024

IN ACCORDANCE WITH PARAGRAPH 7 OF THE SOUTHFIELD WATER FACILITIES AGREEMENT, THE "DEBT RETIREMENT TAP FACTOR" FOR 2024 SHALL BE COMPUTED AS BELOW ON A MONTHLY BASIS PER EQUIVALENT RESIDENTIAL TAP.

TAPS AT 12/31/2023	FLORENCE (EQUIVALENT USERS)	4,126
	EAST FLORENCE	116
	COAL CREEK	177
	WILLIAMSBURG	305
	ROCKVALE	304
	TOTAL	5,028

2024 DEBT PAYMENTS: 2021 A&B REFUNDING BOND	<u>\$322,261.00</u>
--	---------------------

4,126 TAPS =	\$ 75,058.97
5,028 TAPS =	\$ 224,638.03

\$ 19.56 DIVIDED BY	12 MONTHS =		\$1.63 Florence only
\$ 48.00 DIVIDED BY	12 MONTHS =	\$ 4.00	Regional Entities
		\$ 5.63	Total Florence

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MAYOR  
CITY OF FLORENCE

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DATE

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CITY CLERK

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MAYOR  
TOWN OF COAL CREEK

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CITY CLERK

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MAYOR  
TOWN OF WILLIAMSBURG

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CITY CLERK

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MAYOR  
TOWN OF ROCKVALE

\_\_\_\_\_  
DATE

2024 DEBT RETIREMENT FACTOR  
Effective May 1, 2024

IN ACCORDANCE WITH SECTION 1, PARAGRAPH 9, OF THE WATER FACILITIES AGREEMENT DATED APRIL 7, 1980, THE "DEBT RETIREMENT TAP FACTOR" FOR THE 2024 CALENDAR YEAR SHALL BE AS COMPUTED BELOW ON A MONTHLY BASIS PER EQUIVALENT RESIDENTIAL TAP.

TAPS AT 12/31/2023	FLORENCE (EQUIVALENT USERS)	4,126
	EAST FLORENCE	116
	COAL CREEK	177
	WILLIAMSBURG	305
	ROCKVALE	304
	TOTAL	5,028

2024 DEBT PAYMENTS: CWRPDA DRINKING WATER REVENUE BOND	<u>\$ 881,144.53</u>
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\$ 881,144.53 DIVIDED BY	5,028 TAPS =	\$ 175.25
\$ 175.25 DIVIDED BY	12 MONTHS =	\$ 14.60

Total: \$ 14.60

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CITY CLERK

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MAYOR CITY OF FLORENCE                      DATE

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CITY CLERK

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MAYOR TOWN OF COAL CREEK                      DATE

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CITY CLERK

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MAYOR TOWN OF WILLIAMSBURG                      DATE

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CITY CLERK

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MAYOR TOWN OF ROCKVALE                      DATE

2024 SOUTHFIELD WATER FACILITIES  
DEBT RETIREMENT TAP FACTOR  
Effective May 1, 2024

IN ACCORDANCE WITH PARAGRAPH 7 OF THE SOUTHFIELD WATER FACILITIES AGREEMENT, THE "DEBT RETIREMENT TAP FACTOR" FOR 2024 SHALL BE COMPUTED AS BELOW ON A MONTHLY BASIS PER EQUIVALENT RESIDENTIAL TAP.

TAPS AT 12/31/2023	FLORENCE (EQUIVALENT USERS)	4,126
	EAST FLORENCE	116
	COAL CREEK	177
	WILLIAMSBURG	305
	ROCKVALE	304
	TOTAL	5,028

2024 DEBT PAYMENTS: D09Z148	
ARRA DRINKING WATER REVOLVING FUND	\$ 100,000.00

\$ 100,000.00 DIVIDED BY	5,028 TAPS =		\$ 19.89
\$ 19.89 DIVIDED BY	12 MONTHS =		\$ 1.66

Total: \$ 1.66

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MAYOR CITY OF FLORENCE      DATE

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MAYOR TOWN OF COAL CREEK      DATE

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CITY CLERK

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MAYOR TOWN OF WILLIAMSBURG      DATE

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CITY CLERK

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MAYOR TOWN OF ROCKVALE      DATE

**City of Florence**  
2024 Bond Payment

**2021 A & B REFUNDING BOND**

**\$322,261.00**

FLORENCE (EQUIVALENT USERS)	4,126
EAST FLORENCE	116
COAL CREEK	177
WILLIAMSBURG	305
ROCKVALE	304
<b>TOTAL</b>	<b>5,028</b>

		Cost of Project	% of Total Bond Pay	% of Debt Payment (\$322,261X % of Total)	Florence	Regional	Total
1. North Reserv.	Regional	\$1,184,486	14.81%	\$47,714.20		47,714.20	47,714.20
2. South Reserv.	Regional	\$3,256,744	40.71%	\$131,190.20		131,190.20	131,190.20
3. East Tank	Florence Only Cost	\$623,452	7.79%	\$25,114.28	25,114.28		25,114.28
4. West Tank & West Pump Station	Regional	\$1,555,174	19.44%	\$62,646.49		62,646.49	62,646.49
6. Satellite Meter Read	Florence Only Cost	\$880,144	11.00%	\$35,454.51	35,454.51		35,454.51
7. Main St. Replacment	Florence Only Cost	\$500,000	6.25%	\$20,141.31	20,141.31		20,141.31
		<b>\$8,000,000</b>	<b>100.00%</b>	<b>\$322,261.00</b>	<b>80,710.11</b>	<b>241,550.89</b>	<b>322,261.00</b>
<b>Florence Debt Retirement per month</b>					\$1.63	\$4.00	\$5.63
<b>Regional Debt Retirement per month</b>						\$4.00	\$4.00

City of Florence  
Water/ Debt Rates

Tap Size	Eru's			2020			2021			2022			2023			2024		
		Inside Wtr Rate	Outside Wtr Rate	Debt	Inside Rate	Outside Wtr Rate	Debt	Inside Rate	Outside Wtr Rate	Debt	Inside Rate	Outside Wtr Rate	Debt	Inside Rate	Outside Wtr Rate	Debt	Inside Rate	Outside Wtr Rate
3/4"	1	13.94	23.59	27.46	41.40	51.05	23.18	37.12	46.77	22.85	36.79	46.44	21.89	35.83	45.48	21.89	35.83	45.48
1"	1.777	24.77	41.92	48.80	73.57	90.72	41.19	65.96	83.11	40.60	65.37	82.52	38.90	63.67	80.82	38.90	63.67	80.82
1 1/2"	3.998	55.73	94.31	109.79	165.52	204.10	92.67	148.40	186.99	91.35	147.08	185.66	87.52	143.25	181.83	87.52	143.25	181.83
2"	7.108	99.09	167.68	195.19	294.28	362.86	164.76	263.85	332.44	162.42	261.51	330.10	155.59	254.68	323.27	155.59	254.68	323.27
3"	15.992	222.93	377.25	439.14	662.07	816.39	370.69	593.62	747.95	365.42	588.35	742.67	350.06	572.99	727.32	350.06	572.99	727.32
4"	28.431	396.33	670.69	780.72	1177.05	1451.40	659.03	1055.36	1329.72	649.65	1045.98	1320.34	622.35	1018.68	1293.04	622.35	1018.68	1293.04
6"	63.969	891.73	1509.03	1756.59	2648.32	3265.62	1482.80	2374.53	2991.83	1461.69	2353.42	2970.72	1400.28	2292.01	2909.31	1400.28	2292.01	2909.31
8"	113.723	1585.3	2682.73	3122.83	4708.13	5805.56	2636.10	4221.40	5318.82	2598.57	4183.87	5281.30	2489.40	4074.70	5172.12	2489.40	4074.70	5172.12
10"	177.692	2477.03	4191.75	4879.42	7356.45	9071.18	4118.90	6595.93	8310.65	4060.26	6537.29	8252.01	3889.68	6366.71	8081.43	3889.68	6366.71	8081.43
12"	255.877	3566.93	6036.14	7026.38	10593.31	13062.52	5931.23	9498.16	11967.37	5846.79	9413.72	11882.93	5601.15	9168.08	11637.29	5601.15	9168.08	11637.29
14"	348.28	4855.02	8215.93	9563.77	14418.79	17779.69	8073.13	12928.15	16289.06	7958.20	12813.22	16174.13	7623.85	12478.87	15839.77	7623.85	12478.87	15839.77
16"	454.91	6341.45	10731.33	12491.83	18833.28	23223.16	10544.81	16886.26	21276.14	10394.69	16736.14	21126.02	9957.98	16299.43	20689.31	9957.98	16299.43	20689.31



# CITY OF FLORENCE

600 West 3<sup>rd</sup> Street  
Florence, Colorado 81226  
(719) 784-4848  
cityofflorence@florencecolorado.org  
www.florencecolorado.org

## City Manager Report

March 29, 2024 – April 11, 2024

### Meetings with agencies, boards, and committees:

- **City/City/County meeting – April 8, 2024**
  - Attended the quarterly City/City/County meeting between Cañon City, Fremont County, and the City of Florence.

### Internal Meetings/Discussion/Projects

- Have started the process of moving the City to a modern, electronic billing system. The target date for the switch to this system to go live for the public is mid May 2024. This includes integrating the billing system with the City's accounting system. The installation of cash receipting component of this system, which interfaces with the general ledger, has been completed and is currently live. This addition alone is already saving an average of ten to fifteen (10-15) minutes of time each day at closing.
- The City of Florence has started the process of reviewing website content in preparation for compliance with upcoming legislation regarding ADA accessibility requirements. One of the requirements of this legislation is that all items and documents on the City's website will need to become fully ADA accessible. This includes both items currently posted to the City's website and any items which may be posted in the future. The City remains committed to providing citizens with transparency and access to all information. In order to honor this commitment while still being cognizant of the administrative burden this compliance creates, we are reviewing where redundancies in document posting may exist and plan on discontinuing the current practice of redundant document posting in the near future. This does ***not*** mean the City will discontinue posting any of the information that is currently posted; rather, the City will only be posting the majority of items in one location on the website.
- Continuing the process of migrating all fees into a single, unified document. This will be a complex, lengthy process involving significant Code revisions in order to make the fee setting process as consistent as possible. When completed, the governance of fees will be significantly more efficient and access to fee information will be greatly improved through centralization of said information. The first major associated Code revision is currently undergoing review.