



FLORENCE CITY COUNCIL
Regular Meeting Agenda
Monday, May 19, 2025, 6:30 PM

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<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:

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

3) PUBLIC COMMENTS

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

4) CONSENT AGENDA

- a) Consider approving the minutes as written for the Regular City Council Meeting on May 5, 2025
- b) Consider approving City expenditures prepared on May 8, 2025, in the amount of \$41,890.13, and May 15, 2025, in the amount of \$653,083.33
- c) Consider awarding a contract for the Street Renovation of McCandless Avenue
- d) Consider approving an Intergovernmental Agreement (IGA) Between the City of Florence and the City of Cañon City Police Department for Use of the Florence Shooting Range
- e) Consider approving the use of City water for the Fremont County Rotary Club's annual duck derby race
- f) Consider approving the Transfer of Ownership application for the Oak Creek Grill & Tavern, LLC
- g) Consider approving the annual liquor license renewal for Loaf n' Jug #76

5) NEW BUSINESS

- a) Consider adopting an Ordinance creating a new base salary structure for the City of Florence, Colorado, based on position classifications
- b) Consider approving a new Special Use Agreement with Dr. Roy Farris

6) COUNCIL REPORTS

- a) City Council Reports
- b) City Manager Reports

7) EXECUTIVE SESSION(S): IF NECESSARY

Pursuant to C.R.S. Section 24-6-402(4)(f), discussion of a personnel issue, specifically the City Manager's performance review and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

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.

- 8) **ADJOURNMENT:** Adjournment until the next regular City Council Meeting
Monday, June 2, 2025



FLORENCE CITY COUNCIL
Regular Meeting Minutes
Monday, May 5, 2025, 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	Absent
Councilwoman MacKinnon	Present

OTHERS PRESENT: City Clerk Cortlyne Huppe, City Manager Amy Nasta, Planning Director Ashley Fox, and City Attorney Dan Findlay.

3) PUBLIC COMMENTS

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

Ron Hinkle- 100 West Second Street

Invited the City Council to Larry Baker's celebration of life held at the Rialto.

Sue Kinzer- 302 Wilson Avenue

Inquired about costs associated with the Pioneer Park Restroom Facility agenda item.

4) CONSENT AGENDA

- a) Consider approving the minutes as written for the Regular City Council Meeting on April 21, 2025
- b) Consider approving City expenditures prepared on April 24, 2025, in the amount of \$20,812.12, and May 1, 2025, in the amount of \$34,571.00
- c) Consider approving the annual liquor license renewal for The Pour House
- d) Consider approving the Special Events Permit for the City of Florence
- e) Consider approving the Temporary Use Permit for the City of Florence
- f) Consider approving the Florence Arts Council's request for a tile mosaic art project
- g) Consider authorizing the City Manager to endorse Florence's Hazard Mitigation Plan Funding Match Commitment Letter and Statement of Intent to Participate for FEMA
- h) Consider authorizing the City Manager to enter a contract with DK Horn Engineering and Design for the design of a new Pioneer Park Restroom Facility

Councilor Mergelman requested item 4h be removed from the Consent Agenda.

Mayor Wolfe requested item 4g be removed from the Consent Agenda.

Councilor Stone motioned to approve the Consent Agenda, excluding items 4h and 4g. Councilor Vanhoutan seconded. With the Councilmembers voting in favor of the motion, the motion carried.

Mayor Wolfe inquired about the FEMA grant.

City Clerk Cortlyne Huppe could not attest to the specific details but explained the requirements to qualify for the potential funding.

Councilor Mergelman motioned to approve Consent Agenda item 4g. Councilor MacKinnon seconded. With the Councilmembers voting in favor of the motion, the motion carried.

Councilor Mergelman inquired about the design of the Pioneer Park bathroom project.

Planning Director Ashley Fox elaborated on the design specifics and the updates which would be included in the future building.

Councilor Mergelman motioned to approve Consent Agenda item 4h. Councilor Stone seconded. With the Councilmembers voting in favor of the motion, the motion carried.

5) COMMITTEE RECOMMENDATIONS

a) Consider approving the Master Plan Proposal from SCJ Alliance

Planning Director Fox elaborated on the City's Master Plan history, and the recently published Request for Qualifications. Staff received one response from SCJ Alliance Consulting Services, and established a committee to evaluate the proposal. After being recommended to the Planning Commission for consideration, this item must be presented to the City Council due to the expenditure involved. Planning Director Fox also noted the final product outlined in the proposal would need to be extended another month due to the timeline extension in the bidding process.

Mayor Wolfe confirmed the project would be completed by November. He liked the unbiased outlook from an external company and noted the importance of this decision.

Councilor Mergelman and Councilor MacKinnon appreciated the company's follow-through commitments and the budgetary timelines.

Councilor Mergelman voiced concern over the aspect of communication with the community.

Planning Director Fox stated other SCJ customers were pleased with the efficient communication and community workshop attendance.

Motion that the City Council approve the Master Plan Proposal from SCJ Alliance, as presented, in the amount of \$63,130.53, and authorize the City Manager to execute all necessary documents to proceed with the project: Councilor Stone
Seconded by: Councilor Mergelman

6 Ayes

Motion passed: 6 – 0

6) NEW BUSINESS

a) Consider approving a Resolution authorizing the City to enter into a Professional Services Agreement for municipal prosecution services

City Manager Nasta stated the City's current prosecutor is retiring, and Robert Willet would be serving as his replacement.

Robert Willet- City of Florence Prosecutor

Introduced himself and expressed excitement to begin working with Florence.

Councilor MacKinnon thanked Robert Willet for his interest in the opportunity.

Motion to approve Resolution 5-2025 authorizing the City Manager to enter into a Professional Services Agreement for municipal prosecution services, as presented: Councilor Stiefel

Seconded by: Councilor MacKinnon

6 Ayes

Motion passed: 6 – 0

- b) Consider adopting a Resolution appointing the Municipal Judge and Assistant Municipal Judge, setting compensation for the Municipal Judge and Assistant Municipal Judge, and authorizing the Mayor to execute any related agreements for the rendering of such professional services

City Manager Nasta stated Judge Allen's contract had expired, and this Resolution would extend his service.

Motion to adopt Resolution No. 6-2025 appointing the Municipal Judge and Assistant Municipal Judge, setting compensation for the Municipal Judge and Assistant Municipal Judge, and authorizing the Mayor to execute any related agreements for the rendering of such professional services: Councilor MacKinnon

Seconded by: Councilor Stone

6 Ayes

Motion passed: 6 – 0

7) **COUNCIL REPORTS**

- a) City Council Reports

Councilor MacKinnon and Councilor Vanhoutan congratulated the FHS band program on their excellent competition in the 2025 Blossom Day Festival.

Councilor Mergelman congratulated Public Works Director Sam Elstun on his recently completed street projects.

Mayor Wolfe attended senior coffee chat, a Minnequa dam project meeting, the Pioneer Museum's chili event, and he met with Justin Kuerth from Holcim's community relations. He congratulated Sam Elstun on his Hazardous Tree Program and reminded the City Council about Holcim's upcoming recycling event. He also announced the Florence Bell Tower's Armed Forces Veteran Art Program.

- b) City Manager Reports

City Manager Nasta reminded the City Council that the 2025 Outside Agency Funding Program applications were due tomorrow, and finalists would present on May 19, 2025.

Councilor Mergelman inquired about the City's audit.

City Manager Nasta stated the official audit presentation was tentatively scheduled for the June 16, 2025 meeting.

City Attorney Dan Findlay thanked City Council for their correspondence on the City Manager's upcoming evaluation. He anticipated an Executive Session in the upcoming agendas to complete it.

8) EXECUTIVE SESSION(S): IF NECESSARY

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.

9) ADJOURNMENT: Adjournment until the next regular City Council Meeting
Monday, May 19, 2025

Councilor Stone motioned to adjourn the meeting. Councilor Mergelman seconded. With all of the Councilmembers voting in favor of the motion, the motion carried.
Mayor Wolfe adjourned the City Council Meeting at 7:00 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	6229928	0444152100	10910-2537 Pool	1	04/29/2025	34.53	.00	34.53	20250516	05/08/2025
		629904	0140608440	10829-2459 Museum	1	04/29/2025	34.53	.00	34.53	20250517	05/08/2025
		629910	0140608635	10837-2467 Water Plant	1	04/29/2025	34.53	.00	34.53	20250517	05/08/2025
		629911	0140608751	10838-2468 City Shop	1	04/29/2025	34.53	.00	34.53	20250516	05/08/2025
		629978	0140608751	10935-4758	1	04/29/2025	34.53	.00	34.53	20250517	05/08/2025
		629979	0140608635	10936-4759	1	04/29/2025	34.53	.00	34.53	20250517	05/08/2025
		629980	0140608751	10938-4760 Muni Annex	1	04/29/2025	60.45	.00	60.45	20250517	05/08/2025
		629981	0140608751	22838-4761	1	04/29/2025	34.53	.00	34.53	20250517	05/08/2025
Total 7:							302.16	.00	302.16		
149	ROCKY MOUNTAIN BANK	APRIL 2025	0241505550	Bank Fees	1	04/30/2025	15.95	.00	15.95	20250516	05/08/2025
Total 149:							15.95	.00	15.95		
193	GOBINS	AR4793417	0141503700	LEASE	1	05/01/2025	335.46	.00	335.46	45969	05/08/2025
Total 193:							335.46	.00	335.46		
245	KRASSA & MILLER, LLC	APRIL 2025	0243707890	LEGAL FEES	1	04/01/2025	1,812.33	.00	1,812.33	45971	05/08/2025
Total 245:							1,812.33	.00	1,812.33		
397	U S POSTAL SERVICE	BILLING MA	0241503100	UTILITY BILLING	1	05/01/2025	608.29	.00	608.29	20250517	05/08/2025
Total 397:							608.29	.00	608.29		
861	CIRSA	WINV100045	0142101960	DEDUCTIBLE WC	1	05/08/2025	500.00	.00	500.00	20250516	05/08/2025
Total 861:							500.00	.00	500.00		
923	ALSCO	LDEN310863	0140608420	MATS	1	05/08/2025	63.16	.00	63.16	45976	05/08/2025
Total 923:							63.16	.00	63.16		
1229	CASELLE, INC.	140722	0141505600	Software Support - Admin	1	05/01/2025	449.85	.00	449.85	45967	05/08/2025
		140722	0141205600	Software Support - Court	2	05/01/2025	231.15	.00	231.15	45967	05/08/2025

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		140722	0241505600	Software Support - Water	3	05/01/2025	1,091.00	.00	1,091.00	45967	05/08/2025
	Total 1229:						1,772.00	.00	1,772.00		
1339	HYDRA-SHIELD MFG, INC	36900	0243807920	Fire Hydrant Custodian	1	05/08/2025	1,368.26	.00	1,368.26	45970	05/08/2025
	Total 1339:						1,368.26	.00	1,368.26		
1455	SAN ISABEL SERVICES	U0067711	0243658790	SO PLANT PROPANE	1	05/08/2025	158.63	.00	158.63	45972	05/08/2025
		U0067712	0243658790	SO PLANT PROPANE	1	05/08/2025	112.36	.00	112.36	45972	05/08/2025
	Total 1455:						270.99	.00	270.99		
1718	BLACK HILLS ENERGY	0520289929	0143107540	STREET LIGHTS	1	04/30/2025	79.17	.00	79.17	20250515	05/06/2025
		0872425770	0243507640	NEW RAW WATER PUMP	1	05/02/2025	10,342.48	.00	10,342.48	20250516	05/06/2025
		2439373063	0243507600	MINNEQUA CANAL PUMP	1	05/02/2025	4,050.51	.00	4,050.51	20250515	05/06/2025
		2985218401	0140608510	CITY SHOP	1	05/02/2025	191.35	.00	191.35	20250515	05/06/2025
		3075375677	0145207830	QUARTZ PARK	1	05/02/2025	15.88	.00	15.88	20250516	05/06/2025
		5372636848	0243507620	W PUMP STATION	1	05/02/2025	256.07	.00	256.07	20250515	05/06/2025
		6887028421	0140608632	N PLANT	1	05/02/2025	279.43	.00	279.43	20250515	05/06/2025
		7844257155	0243507650	PUMP @ RIVER	1	05/02/2025	1,700.91	.00	1,700.91	20250515	05/06/2025
		8398746140	0143107540	STREET LIGHTS	1	04/30/2025	4.83	.00	4.83	20250515	05/06/2025
		8763452423	0143107540	STREET LIGHTS	1	04/30/2025	122.11	.00	122.11	20250515	05/06/2025
		8890269732	0145207830	PIONEER PARK	1	05/02/2025	81.54	.00	81.54	20250516	05/06/2025
		9423297176	0145207830	PAVILION	1	05/02/2025	25.38	.00	25.38	20250516	05/06/2025
		9740686534	0444151800	POOL	1	05/02/2025	29.72	.00	29.72	20250516	05/06/2025
		9914607095	0143107540	STREET LIGHTS	1	04/25/2025	402.32	.00	402.32	20250515	05/06/2025
	Total 1718:						17,581.70	.00	17,581.70		
1719	STAPLES BUSINESS ADV	7005071529	0141503000	admin supplies	1	04/26/2025	383.27	.00	383.27	45973	05/08/2025
	Total 1719:						383.27	.00	383.27		
1809	TERRITORY ELECTRIC	NEW NORT	0243607731	north pump station	1	04/22/2025	578.33	.00	578.33	45974	05/08/2025
	Total 1809:						578.33	.00	578.33		
2803	Prospective Business Solut	1452	0141505500	Audit	1	05/06/2025	2,751.50	.00	2,751.50	20250517	05/08/2025
		1452	0241505500	Audit	2	05/06/2025	2,751.50	.00	2,751.50	20250517	05/08/2025

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2803:							5,503.00	.00	5,503.00		
3114	Wyatt Legal Services PLLC	86	0141105300	City Attorney	1	04/30/2025	8,373.50	.00	8,373.50	20250517	05/08/2025
Total 3114:							8,373.50	.00	8,373.50		
3156	Republic Services#653	APRIL TRAS	0143204100	City Of Florence - Trash Se	1	05/08/2025	17.00	.00	17.00	20250516	05/08/2025
		APRIL TRAS	0241503000	Water Treatment Plant - Re	2	05/08/2025	9.75	.00	9.75	20250516	05/08/2025
		APRIL TRAS	0143204100	City Of Florence - Trash Se	3	05/08/2025	1,420.26	.00	1,420.26	20250516	05/08/2025
Total 3156:							1,447.01	.00	1,447.01		
3220	Wilson Williams Fellman Di	1593	0141105300	Black Hills Rate Case- Cos	1	04/30/2025	36.72	.00	36.72	45975	05/08/2025
Total 3220:							36.72	.00	36.72		
3254	CO Statewide Internet Port	10895	0141505050	Florence Common Look Su	1	05/01/2025	938.00	.00	938.00	45968	05/08/2025
Total 3254:							938.00	.00	938.00		
Grand Totals:							41,890.13	.00	41,890.13		

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
26	ACE EQUIPMENT COMPA	211278	0143104500	BROOMS	1	05/14/2025	977.55	.00	977.55	45977	05/15/2025
Total 26:							977.55	.00	977.55		
149	ROCKY MOUNTAIN BANK	JUNE 2025 B	0267008595	LOAN PAYMENT D03B148	1	05/14/2025	439,492.96	.00	439,492.96	45984	05/15/2025
		JUNE 2025 B	0277008595	LOAN PAYMENT D05F148	2	05/14/2025	26,969.45	.00	26,969.45	45984	05/15/2025
		JUNE 2025 B	0267008590	LOAN PAYMENT D09Z148	3	05/14/2025	50,000.00	.00	50,000.00	45984	05/15/2025
		JUNE 2025 B	0267008589	BOND PAYMENT SERIES	4	05/14/2025	5,372.00	.00	5,372.00	45984	05/15/2025
		JUNE 2025 B	0267008588	BOND PAYMENT SERIES	5	05/14/2025	106,255.25	.00	106,255.25	45984	05/15/2025
Total 149:							628,089.66	.00	628,089.66		
201	ATMOS ENERGY	3017912536	0444151900	pool	1	05/08/2025	55.01	.00	55.01	20255295	05/15/2025
Total 201:							55.01	.00	55.01		
263	L L JOHNSON DISTRIBUT	8140900-00	0144207750	TORO SPRINKLERS	1	05/14/2025	55.88	.00	55.88	45982	05/15/2025
Total 263:							55.88	.00	55.88		
332	Pueblo Dept of Public Heal	APRIL SAMP	0243707810	WATER TESTING	1	04/30/2025	189.00	.00	189.00	45983	05/15/2025
Total 332:							189.00	.00	189.00		
364	The Sherwin -Willimas Co	66134916-7	1743107545	TRAFFIC PAINT	1	04/30/2025	5,813.39	.00	5,813.39	45989	05/15/2025
		66134916-7	1743107545	TRAFFIC PAINT credit 25	2	04/30/2025	411.29-	.00	411.29-	45989	05/15/2025
Total 364:							5,402.10	.00	5,402.10		
923	ALSCO	LDEN311215	0143102000	UNIFORM RENTAL-Street	1	05/14/2025	193.11	.00	193.11	45978	05/15/2025
Total 923:							193.11	.00	193.11		
1455	SAN ISABEL SERVICES	U006771	0243658790	SO PLANT PROPANE	1	05/05/2025	158.63	.00	158.63	45985	05/15/2025
Total 1455:							158.63	.00	158.63		

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
1718	BLACK HILLS ENERGY	1645566418	0243557650	2 MG TANK	1	05/08/2025	20.78	.00	20.78	20255290	05/13/2025
		2010553787	0243557693	BULK WATER STATION	1	05/08/2025	188.50	.00	188.50	20255291	05/13/2025
		2273109055	1446602600	CONCESSION STAND	1	05/08/2025	26.55	.00	26.55	20255281	05/13/2025
		4125488554	0243557670	SOUTH PLANT	1	05/08/2025	209.76	.00	209.76	20255292	05/13/2025
		4240921842	0143107540	STREET LIGHTS	1	05/08/2025	1,083.26	.00	1,083.26	20255283	05/13/2025
		4388081497	0145207830	SKATE PARK	1	05/08/2025	102.76	.00	102.76	20255285	05/13/2025
		4402785897	0140608753	MUNI ANNEX	1	05/08/2025	72.58	.00	72.58	20255289	05/13/2025
		4905461526	0143107540	STREET LIGHTS	1	05/08/2025	1,196.52	.00	1,196.52	20255286	05/13/2025
		5427493790	0145207830	TRIANGLE PARK	1	05/08/2025	15.88	.00	15.88	20255288	05/13/2025
		5509677786	1446602600	WILCOX LIGHTS	1	05/08/2025	32.43	.00	32.43	20255293	05/13/2025
		5796648483	0140608751	MUNI CENTER	1	05/08/2025	2,722.36	.00	2,722.36	20255284	05/13/2025
		6649794712	0243557660	S RESERVOIR PUMP	1	05/08/2025	15.44	.00	15.44	20255282	05/13/2025
		7723236321	0243557675	NEW SOUTH PLANT	1	05/08/2025	9,498.37	.00	9,498.37	20255287	05/13/2025
Total 1718:							15,185.19	.00	15,185.19		
1826	JAY ELECTRIC, INC	382866	0140608632	Outlet repair	1	05/05/2025	180.00	.00	180.00	45981	05/15/2025
Total 1826:							180.00	.00	180.00		
2104	UMB Card Services	RAE APRIL 2	0141503000	birthday card	1	04/30/2025	4.50	.00	.00	45987	05/15/2025
		RAE APRIL 2	0141503000	Birthday gift card	2	04/30/2025	100.00	.00	.00	45987	05/15/2025
Total 2104:							104.50	.00	.00		
2467	Century Link	MAY SOUTH	0241505000	SOUTH PLANT	1	05/15/2025	171.20	.00	171.20	20255294	05/15/2025
		MAY SOUTH	0241505000	SOUTH PLANT fax	2	05/15/2025	129.14	.00	129.14	20255294	05/15/2025
		MAY SOUTH	0241505000	SOUTH PLANT internet	3	05/15/2025	297.85	.00	297.85	20255294	05/15/2025
Total 2467:							598.19	.00	598.19		
2496	TAYLOR MECHANICAL	I250514275	0140608420	Preventative Chiller	1	05/14/2025	418.75	.00	418.75	45986	05/15/2025
Total 2496:							418.75	.00	418.75		
3197	Elevator Inspections INC	ANNUAL INS	0140608420	Elevator Inspection 2025	1	05/05/2025	400.00	.00	400.00	45979	05/15/2025
Total 3197:							400.00	.00	400.00		
3255	J & M Investments LLC	REFUND	0210001151	Refund 1114725	1	05/14/2025	32.26	.00	32.26	45980	05/15/2025

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3255:							32.26	.00	32.26		
3256	WSB LLC	R-024183-00	0243707890	Mobilization Line Located	1	05/14/2025	1,148.00	.00	1,148.00	45988	05/15/2025
Total 3256:							1,148.00	.00	1,148.00		
Grand Totals:							653,187.83	.00	653,083.33		

Report Criteria:
Detail report type printed

COUNCIL ACTION FORM

MEETING DATE: **MAY 19, 2025**

STAFF CONTACT: **CITY MANAGER AMY NASTA/ PUBLIC WORKS DIRECTOR SAM ELSTUN**

Agenda Item: Consider awarding a contract for the Street Renovation of McCandless Avenue

Department: Administration/ Public Works

Staff Recommendation:

Staff recommends awarding a contract for the Street Renovation of McCandless Avenue in the City of Florence, Schedules A&B to Langston Concrete, Inc. in the amount of \$199,184.00 plus a ten percent (10%) contingency.

Background/Description of Item:

North McCandless Avenue was identified as the third worst-rated street in the Street Ranking based on the Street Needs Assessment as approved by the Florence City Council on February 18, 2025. This ranking focused specifically on the intersections of 4th, 5th, 6th, and 7th Streets of McCandless. This project includes a complete mill and three-inch (3") overlay of the road, with reconstruction of curb and gutter as required in certain areas. Contractors were invited to bid on two (2) separate bid schedules: Schedule A, and Schedules A and B.

- Schedule A includes the 400 Block of East 4th Street, and McCandless from East 4th Street to East 5th Street, including the intersections of both McCandless and 4th Street and McCandless and 5th Street.
- Schedule B includes all of Schedule A, and adds McCandless from 5th Street through 7th Street, including the intersections of McCandless and 6th Street and McCandless and 7th Street.

On April 9, 2025, the City of Florence released a Request for Bid for the Street Renovation of McCandless Avenue, Schedules A and A&B in the City of Florence. These requests were published in *The Daily Record*, and on the City's official website. Three qualified bids were received, and the lowest qualified bidder was determined in accordance with state law and the Florence Municipal Code.

Upon City Council approval and the full execution of formal written agreement, the Notice of Award and Notice to Proceed will be given to Langston Concrete, Inc. This project is scheduled for completion by August 8, 2025.

The City Council may elect to proceed with Schedule A only, at a cost of \$130,465, or may add Schedule B for an additional \$68,719, for a total cost of \$199,184 for both Schedules A&B. Staff recommends completing both Schedules A&B in order to save on future mobilization costs and potential additional costs for a small future project.

Please note, this project was put out for bid prior to West 1st Street, the second worst-rated street in the Street rankings due to accelerating deterioration at the intersections and based on projected project costs, which were a minimum of thirty percent (30%) lower for the McCandless project. The McCandless project is also easier to divide into multiple segments should the Council wish to select a smaller, lower cost project rather than completing the entire project at once. The West 1st Street project will be significantly more difficult to complete in phases based on the pattern of deterioration of that road.

Financial Impact:

The project cost for both Schedules A&B is \$199,184, just under the estimated project cost. The project will be paid for out of Fund 17 as part of the \$750,000 budgeted for major street improvements by the City Council in 2025.

Staff is requesting a ten percent (10%) contingency in case any unforeseen issues arise while the work is occurring so the project can be completed without returning to Council in such cases.

Attachments included:

- Langston Concrete, Inc. Bid Form

Suggested Motion:

Award a contract for the Street Renovation of McCandless Avenue in the City of Florence, Schedules A&B, to Langston Concrete, Inc. in the amount of \$199,184, plus a ten percent (10%) contingency

BID FORM

BID SCHEDULE A & B – 400 block E. 4th and McCandless from E. 4th to 7th St.

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	UNIT TOTAL
1	Mob/Demob		LS	9,000. ⁰⁰	9,000. ⁰⁰
2	Cold plane and overlay to the depth of 3"	54, 270 sq. ft	LS	3. ²⁰	173,664. ⁰⁰
3	Remove and replace curb and gutter	54 ft.	LS	200. ⁰⁰	10,800. ⁰⁰
4	60' 6" irrigation pipe	60 ft.	LS	12. ⁰⁰	720. ⁰⁰
5	Traffic Control		LS	5,000. ⁰⁰	5,000. ⁰⁰
6					

BID SCHEDULE A & B TOTAL PRICE

One Hundred Ninety Nine Thousand One Hundred Eighty Four & ⁰⁰/₁₀₀ (\$ 199,184.⁰⁰)
(Use words) (Use Figures)

CONTRACT IDENTIFICATION AND NUMBER:

PROJECT NUMBER:

THIS BID IS SUBMITTED TO: City of Florence
600 West 3rd Street
Florence, Co 81226

THIS BID IS SUBMITTED BY: Langston Concrete Inc.
(CONTRACTOR)

1. The undersigned BIDDER proposed and agrees, if this Bid is accepted by City, to enter into an Agreement with CITY in the form included in the Contract Documents, for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders including, without limitation, those dealing with the disposition of the Bid Security. This Bid will remain subject to acceptance for thirty-five (35) days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the bidding requirements within fifteen (15) days after the date of CITY's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt, all of which are hereby acknowledged:

Number

N/A

Date

COUNCIL ACTION FORM

MEETING DATE: **MAY 19, 2025**

STAFF CONTACT: **CITY MANAGER AMY NASTA/ CHIEF OF POLICE SEAN HUMPHREY**

Agenda Item: Consider approving an Intergovernmental Agreement (IGA)
Between the City of Florence and the City of Cañon City Police
Department for Use of the Florence Shooting Range

Department: Administration/ Police Department

Staff Recommendation:

Staff recommends approval of the Intergovernmental Agreement (IGA) with the City of Cañon City Police Department (CCPD), allowing for continued and regulated use of the Florence Shooting Range for training and instructional purposes.

Background/Description of Item:

The City of Florence and the Cañon City Police Department have historically coordinated use of the Florence Shooting Range, located approximately 1/3 mile east of State Highway 67, North of Florence. The revised intergovernmental agreement formalizes this arrangement under updated terms and ensures continued shared use of the facility in a manner that is structured, safe, and legally compliant.

Under the terms of the IGA, CCPD may conduct firearms training and instructional activities provided these activities meet all safety, legal, and procedural requirements. CCPD must follow appropriate scheduling procedures, maintain contact with dispatch services during range use, and supervise all activities under certified range instructors.

The IGA will be in effect for three (3) years upon execution, with the ability for either party to terminate with 60 days' written notice.

Financial Impact:

There is no direct financial obligation associated with this IGA.

Attachments included:

- Draft Intergovernmental Agreement

Suggested Motion:

Motion to approve the Intergovernmental Agreement between the City of Florence and the Cañon City Police Department regarding shared use of the Florence Shooting Range, as presented.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANON CITY
POLICE DEPARTMENT AND THE CITY OF FLORENCE CONCERNING USE OF
THE CITY OF FLORENCE SHOOTING RANGE**

THIS AGREEMENT is made and entered into this 5th day of May, 2025, by and between the City of Florence (hereinafter "Florence"), and the City of Canon City Police Department (hereinafter "CCPD"), and collectively referred to as "Parties."

In consideration of their mutual rights and obligations as set forth below, the Parties agree as follows:

1. **Authority for Agreement.** This Agreement is being entered into by the Parties pursuant to the authority granted to municipalities in C.R.S. § 29-1-203, which allows governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units.
2. **Term of Agreement, Withdrawal, or Dissolution.** This Agreement shall be effective upon execution by both Parties, and shall remain in effect for three years, unless terminated sooner by Florence or CCPD. Either Party may terminate this Agreement for any reason upon a written notice that shall be effective after 60 days of such notice being provided to both Parties.
3. **Obligations of Each Party.**
 - 3.1 CCPD shall be able to use the City of Florence Shooting Range (hereinafter "Florence Range") located 1/3 miles east of State Highway 67, North of Florence, comprising the plot with the legal description of N½ NW¼ Section 15, and NE ¼ NE ¼ Section 16, all in Township 19 South, Range 69 West.
 - 3.2 CCPD shall: (1) make contact with Combined Regional Communications Agency Dispatch notifying them of the duration of time that CCPD shall be on the range, and the type of training being conducted; (2) raise both range flags at the designated poles during any live fire exercises; (3) remove both range flags when live fire exercises are completed; and (4) notify CRCA Dispatch when training has been completed.
 - 3.3 Scheduling of CCPD range usage shall be done via the web at www.skedda.com, or as otherwise directed by Florence.
 - 3.4 CCPD shall remain in contact with CRCA Dispatch at all times while using the Florence Range.
 - 3.5 CCPD shall maintain training documentation of any and all lesson plans that

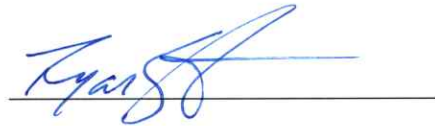
the Florence Range shall use including mandatory safety plans for officers engaged within the training exercises.

- 3.6 Use of the Florence Range shall be at all times under the supervision and control of a certified range instructor.
- 3.7 Use of select fire weapon platforms shall be for training purposes only and under the direction of a certified range instructor for select fire weapon platforms.
- 3.8 CCPD accepts the use of the Florence Range in its existing condition. Florence has not made any warrant, expressed or implied in regard to the condition and/or safety of the Florence Range. Any range upgrades made by CCPD shall be agreed upon by both Parties.
- 3.9 CCPD's use of the Florence Range shall not result in injury or damage.
- 3.10 CCPD's use of the Florence Range shall accomplish CCPD's intended training objectives for its members. In addition, CCPD is permitted to use the Florence Range for classes for concealed carry permits. All classes shall comply with the terms and obligations of this Agreement.
- 3.11 CCPD agrees to replace or repair any range property lost or damaged through negligent use or misconduct by its own personnel. Florence agrees to replace or repair any range property lost or damaged through negligent use or misconduct by its own personnel or other agency personnel allowed to use the Florence Range by Florence.
- 3.12 CCPD agrees to take all necessary precautions to ensure the safety of all persons and property upon the Florence Range and all persons and property within the vicinity surrounding the Florence Range, and further agrees to fully indemnify and hold harmless Florence for any act of negligence resulting in injury or death to persons or any other living things or damage to property arising out of the use of the Florence Range by CCPD and not directly resulting from the negligence of Florence. Specifically, CCPD is required to obtain releases from all participants in concealed carry classes that fully release Florence from any liability for use of the Florence Range and assumes all risks associated with use of the Florence Range pursuant to C.R.S. § 13-21-111.8, as amended. CCPD shall provide all releases to Florence prior to the commencement of the class.
- 3.13 CCPD agrees to follow all federal, state and local laws governing the use of firearms and the Florence Range. It also agrees to assume all risk of harm associated with using the Florence Range pursuant to C.R.S. § 13-21-111.8, as amended.

4. **Entire Agreement and Amendments.** This Agreement represents the entire Agreement between the Parties. Any amendment to this Agreement shall be in writing and signed by both Parties. Any previous agreements are hereby terminated.
5. **Assignability.** This Agreement is not assignable to any other Party and any attempted assignment by either Party shall automatically terminate this Agreement.
6. **Severability.** If any provision in this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed on their behalf by their duly authorized representatives.

CITY OF CANON CITY



CITY OF FLORENCE



COUNCIL ACTION FORM

MEETING DATE: MAY 19, 2025

STAFF CONTACT: AMY NASTA, CITY MANAGER

Agenda Item: Consider approving the use of City water for the Fremont County Rotary Club's annual duck derby race

Department: Administration

Staff Recommendation:

Staff recommends that City Council approve the Fremont County Rotary Club's request to utilize City water for the 2025 Duck Derby, subject to the following conditions:

- The Rotary Club will assume all liability and responsibility for the event
- The Rotary Club must ensure complete cleanup and removal of all materials from the water and surrounding environs immediately following the event
- No permanent modifications to City infrastructure will occur
- Such use of water will not interfere with regular operations or obligations of the water enterprise

Staff further recommends that similar requests continue to be brought forward annually for City Council review and approval.

Background/Description of Item:

The Fremont County Rotary Club has annually held the Duck Derby, attracting residents, visitors, and sponsors, and contributing significantly to local charitable causes.

The Duck Derby involves releasing numbered plastic ducks into a flowing water source, where they "race" to a designated finish line. In past years, water has been temporarily diverted or used in a controlled environment to facilitate the event, with minimal impact on the overall water supply or operations. The City of Florence's water enterprise is owned by the City Council on behalf of the citizens.

The Fremont County Rotary Club is seeking approval from the Florence City Council to utilize a limited amount of water belonging to the City's water enterprise for the purpose of conducting their annual Duck Derby race. The Duck Derby is a community event that supports numerous local charitable initiatives and fosters community engagement.

Due to the City Council's stewardship over the City's water enterprise, and in the interest of maintaining transparency and proper governance over enterprise operations, it is recommended that the Council provide annual authorization for any such atypical usage of water resources.

To ensure that the City remains compliant with its operational and financial responsibilities, it is advisable that the Council formally approve such atypical water usage annually.

City staff have reviewed the request and find that the impact on water operations will be negligible, provided that proper containment measures are used and all environmental and public safety considerations are observed.

Should the City Council approve this use of water, Staff will coordinate with Union Ditch representatives regarding next steps.

Financial Impact:

There is no expected material financial impact on the City's water enterprise.

City staff hours and in-kind services would result in financial impact. Staff support or resources are needed to coordinate the release and retrieval of the water used. The City will be responsible for all logistics, cleanup, and ensuring no adverse effects on the water quality or flow systems.

Suggested Motion:

Motion to approve the Fremont County Rotary Club's request to utilize City of Florence water resources for the 2025 Duck Derby, subject to the conditions outlined in the Staff Report

COUNCIL ACTION FORM

MEETING DATE: MAY 19, 2025

STAFF CONTACT: CORTLYNE HUPPE, CITY CLERK

Agenda Item: Consider approving the Transfer of Ownership application for the Oak Creek Grill & Tavern, LLC

Department: Administration

Staff Recommendation:

Approve the Transfer of Ownership application for the Oak Creek Grill & Tavern, LLC

Background/Description of Item:

Liquor Regulations 47-304(E): "Any transfer of membership interest or any change in managers of any limited liability company holding a license shall be reported to the respective licensing authorities within thirty (30) days after such transfer or change."

The City of Florence has received a completed Transfer of Ownership application from Oak Creek Grill & Tavern, LLC, located at 114 East Main Street. The former managing member and owner has formally executed an agreement transferring ownership and management responsibilities to Matthew and Mandy Little, who are now the designated managing members of Oak Creek Grill and Tavern 21, LLC.

All requirements outlined in the Colorado Department of Revenue Liquor Enforcement Division's Form DR 8404 have been met. The applicants have submitted all necessary supporting documentation, including evidence of filing, articles or organization, and personal history background checks, in accordance with state requirements.

Approval of this item by the City Council will serve as the City's formal acknowledgment and acceptance of the ownership transfer. Following Council action, the completed application will be forwarded to the Colorado Department of Revenue Liquor Enforcement Division for final review and processing at the state level.

Financial Impact:

The City fee for this application was \$825.

Suggested Motion:

Approve the Transfer of Ownership for the Oak Creek Grill & Tavern, LLC

COUNCIL ACTION FORM

MEETING DATE: **MAY 19, 2025**

STAFF CONTACT: **CORTLYNE HUPPE, CITY CLERK**

Agenda Item: Consider approving the annual liquor license renewal for Loaf n' Jug #76

Department: Administration

Staff Recommendation:

Approve the annual liquor license renewal for Loaf n' Jug #76

Background/Description of Item:

The Loaf n' Jug #76 is located at 506 E Main Street. The applicant has submitted all required renewal documentation.

Financial Impact:

The City fee for this application was \$103.75

Suggested Motion:

Approve the annual liquor license renewal for Loaf n' Jug #76.

COUNCIL ACTION FORM

MEETING DATE: MAY 19, 2025

STAFF CONTACT: AMY NASTA, CITY MANAGER

Agenda Item: Consider adopting an Ordinance creating a new base salary structure for the City of Florence, Colorado, based on position classifications

Department: Administration

Staff Recommendation:

Adopt an Ordinance creating a new base salary structure for the City of Florence, Colorado, based on position classifications.

Background/Description of Item:

The previous Salary Schedule utilized by the City of Florence is based on a modified step system. This pay schedule makes it difficult to compare Staff positions to better ensure internal equity when hiring, includes multiple job classifications that are not relevant to the City's organizational structure, and is more complex than necessary.

The proposed pay schedule classifies Staff positions into one of eight (8) salary ranges. While all positions in each range may be different, these positions have been found to be similar in terms of factors which may include (but are not limited to) level of responsibility, level of authority, autonomy expected, supervisory responsibility, inherent risk assumed, and basic skill level required (i.e. entry-level, mid-career, certification, etc.).

Each range has a significant span, allowing for placement within the range based on an employee's qualifications and experience upon hire, and allowing for upward movement within the range if warranted (for example, in certain cases where additional certifications or licensures determined to be of direct benefit to the City are earned AND result in the assumption of additional responsibilities necessary for City operations— i.e. a Commercial Driver's License (CDL) earned by a Public Works employee). At no time may an employee be paid either below the minimum of the range for their position, or above the maximum of the range for their position.

It should be noted that this change will not result in an increase for any City employees – all employees currently fall within the range their position has been classified into. It should be further noted that thirty-nine percent (39%) of current employee salaries fall within 0-25% of their respective ranges, with another thirty-six (36%) falling within 25-50% of their respective ranges, for a total of 75% of employees falling within 50% or less of their respective salary range. Only one (1) employee is currently paid above 75% of their respective range. This illustrates that the goal of the salary range, a common pay structure in government organizations, is not to provide a maximum pay and ensure everyone attains it – the goal is to better allow for internal equity, with only the most qualified employees achieving the maximum of the pay range, after they have also attained significant longevity.

Contracted employees such as the City Manager, City Prosecutor, and Municipal Judge are not included in the proposed salary schedule. Seasonal and/or Temporary employees are also not included in this salary structure.

Attachments:

- Ordinance No. 5-2025
- Ordinance No. 5-2025 Appendix A – Salary Schedule

Suggested Motion:

Adopt Ordinance No. 5-2025, an Ordinance creating a new base salary structure for the City of Florence, Colorado, based on position classifications.

CITY OF FLORENCE

ORDINANCE NO. 5-2025

AN ORDINANCE CREATING A NEW BASE SALARY STRUCTURE FOR THE CITY OF FLORENCE, COLORADO
BASED ON POSITION CLASSIFICATIONS

WHEREAS, THE CITY COUNCIL DESIRES TO IMPLEMENT CHANGES TO THE BASE SALARY STRUCTURE AND
ADOPT A SALARY STRUCTURE BASED ON POSITION CLASSIFICATION TO BETTER PROMOTE AND
MAINTAIN INTERNAL SLARY EQUITY;

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

SECTION ONE: Adoption of a new base salary structure for the City of Florence, Colorado: The attached
hereto as Exhibit A is hereby adopted.

SECTION TWO: All other ordinances and previous salary structures 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 _____, 2025

(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 _____, 2025

(SEAL)

CITY OF FLORENCE, COLORADO

Steve Wolfe, Mayor

Attest:

Cortlyne Huppe, City Clerk

City of Florence, Colorado Salary Structure			
Range	Position	Monthly Wage	
		Minimum	Maximum
1	Building Maintenance Tech Customer Service Rep	\$2,600	\$3,884
2	Court Clerk Code Enforcement Officer PW Laborer Park Maintenance Worker Police Records Clerk	\$2,900	\$4,483
3	Water Billing Clerk Cemetery Sexton Mechanic Planning Tech Building Inspector Public Works Team Lead Project Manager (PW/Dist) Equipment Operator	\$3,348	\$5,152
4	Patrol Officer Water Plant Operator	\$3,865	\$5,969
5	Police Admin Assistant Police Sergeant Detective Water Distribution ORC	\$4,459	\$6,889
6	Police Lieutenant Streets Foreman Water Plant Manager Water Distribution Manager	\$5,129	\$7,923
7	Planning Director City Clerk Public Works Director	\$5,879	\$9,111
8	Chief of Police Finance Director Water Plant Director	\$6,783	\$10,478

**Does not include City Manager, City Prosecutor, or Municipal Judge*

COUNCIL ACTION FORM

MEETING DATE: MAY 19, 2025

STAFF REPORT: ASHLEY FOX, PLANNING DIRECTOR

Agenda Item: Consider approving a new Special Use Agreement with Dr. Roy Farris

Department: Administration/Building

Background / Description of Item:

In 2023, Dr. Roy Farris, owner and resident 107 West Front Street, requested City permission to install a fence along the South side of his property to provide a secure area for his family. While the City Council ultimately approved this request at the time and authorized a special use agreement between the City and Dr. Farris, it was noted that this agreement was required because the proposed fenced area would be located within the City's public right-of-way.

Staff Comments:

- Dr. Farris now seeks approval for a new Special Use Agreement to accommodate a proposed exterior staircase at the rear (south side) of the building. This staircase is necessary to provide a secondary means of egress as required by fire safety and building code, in connection with his plan to remodel and rent out a portion of the unfinished second floor as a separate residential unit. The proposed staircase would also encroach into the City's public right-of-way.
- 107 West Front Street was constructed in 1895. It is a two-story building with a basement that is currently used for storage. Originally, the second floor was designed as coal miner's quarters. On the main floor was a macaroni factory with a laundry in the basement.

Attachments:

- Special Use Agreement

Suggested Motion:

Motion to approve the revised Special Use Agreement between the City and Dr. Roy Farris, authorizing the conditional use of a portion of the public right-of-way located behind 107 West Front Street for the installation of an exterior staircase, subject to the terms and conditions outlined in the Special Use Agreement, and to authorize the City Manager to execute the agreement on behalf of the City.

City of Florence, Colorado
SPECIAL USE AGREEMENT
With
Roy Farris
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1. PARTIES

This special use agreement ("SUA" is entered into by the City of Florence, a Colorado statutory town ("City") and Roy Farris ("Holder"). The Parties hereby agree to the provisions set forth in this SUA. It is the intent of the Parties that this SUA shall constitute a full and complete replacement of that certain Special Use Agreement between the City and Holder dated April 5, 2023, and upon the effective date of this SUA, the aforementioned agreement dated April 5, 2023, shall be deemed terminated, canceled, and of no further force or effect.

2. EFFECTIVE DATE

This SUA shall not be effective or enforceable until the Effective Date as defined in §4.B. The City shall not be liable to Holder for any performance hereunder including, but not limited to, costs or expenses incurred or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein, and other good and valuable considerations are sufficient and adequate to support the granting of this SUA.

B. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Property Map), **Exhibit B** (SUA Area Map).

C. Purpose

This SUA is entered into between the Parties to allow Holder to:

1) construct a permanent fire escape structure (deck and stairway) as described herein on the Property. Said structure shall be in the shape of or substantially similar to that depicted in **EXHIBIT C, D, AND E** and shall not exceed 26 feet in width, with a maximum depth of 13 feet for the base of the structure and a maximum depth of 16' feet 8" inches where staircase extends to ground level. All posts and postholes will be permanent and nonremovable.

2) construct a temporary wooden or other city - approved type of fence as described herein on the Property. Said fence shall be in the shape or substantially similar shape to that depicted in **Exhibit F** and shall not exceed 26 feet in total span, with the maximum depth of the fence being 13 feet or less. All fencing shall be easily removable.

D. References

All references in this SUA to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

A. Approved Use

"Approved Use" means the following activities Holder is allowed to perform under this SUA:

1) Construct a permanent structure (deck and stairway) to be used as a fire escape that is intended for emergency use as a means of escape or egress during fire or life-threatening situations and is in compliance with building and fire safety regulations. The stairway shall also be designed for regular daily use to accommodate normal ingress and egress.

2) Construct a temporary fence as described herein, unless and until notified by City of the need for modification or removal of the fence structure.

B. Effective Date

"Effective Date" is the date on which this SUA is approved and signed by the City.

C. Party or Parties

"Party" means the City or Holder and "Parties" means both the City and Holder.

D. Property

"Property" means the real property controlled by the City (through fee title, leasehold, easement, legislative declaration, cooperative agreement, or otherwise), and commonly referred to as Railroad Street, at the rear/southern side of 107 West Front Street, which is generally depicted for illustrative purposes only in **Exhibit A**.

E. SUA

"SUA" means this special use agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this SUA. and any future modifying agreements, exhibits, attachments, or references incorporated herein pursuant to Colorado state law, state fiscal rules, and state controller policies.

F. SUA Area

"SUA Area" means that portion of the property, depicted in **Exhibit B**, on which Holder may perform the Approved Use.

5. TERM AND TERMINATION

A. Term of Use

This SUA shall commence on the Effective Date and shall continue in full force and effect unless and until terminated in accordance with the provisions herein. The SUA is granted solely for the purposes of (1) maintaining a permanent fire escape structure, which may also be used for regular daily ingress and egress in addition to its function as an emergency means of egress during fire or life-threatening situations, and (2) temporary fence that encroaches upon public right-of-way, as described herein as "Property".

B. Termination

This SUA is revocable and may be terminated by the City at any time upon not less than 90 days' prior written notice to Holder if fire escape structure:

- 1) Is determined by the City to constitute a hazard to public safety or welfare.
- 2) Ceases to be used for its intended emergency egress purposes or for regular daily ingress and egress.
- 3) Is materially altered without prior written approval from the City.
- 4) Is found to be in violation of current building and fire safety standards and codes.
- 5) If the City has a need or use for its property that is incompatible with this use.

This SUA is revocable and may be terminated by the City at any time upon not less than 90 days' prior written notice to Holder if temporary wood fence:

- 1) Is determined by the City to constitute a hazard to public safety or welfare.
- 2) If the City has a need or use for its property that is incompatible with this use.

C. Removal and Restoration

Upon termination of this SUA, the Holder shall, at its sole cost and expense, remove the fire escape and any associated encroachments and restore the affected portion of the public right-of-way to its original or a condition satisfactory to the City. If the Holder fails to remove the structure within the time specified by the City, the City may cause such removal to be carried out and charge all associated costs to the Holder.

No Property Interest

This SUA does not convey any property interest in the public right-of-way and shall not be recorded

6. GRANT OF APPROVED USE, OBLIGATIONS, AND RESTRICTIONS

The City hereby grants Holder, including its employees, officers, agents, and other authorized representatives, the non-exclusive right to access and occupy the SUA Area for the Approved Use. This right shall be limited by the provisions set forth in this SUA and does not grant any additional rights or licenses in Holder or any of Holder's family, guests, invitees, employees, or clients to uses or activities. In addition to having the right to conduct all activities reasonably attendant to the Approved Use, the Parties shall have the following rights subject to the following duties and restrictions:

A. Holder Compliance with City Rules and Regulations

Holder shall comply with all City regulations and restrictions in constructing, maintaining, and removing the temporary fence.

B. Improvements

i. Holder Improvements

Holder shall not construct any buildings, structures, or make improvements of any kind, temporary or permanent, other than the fire escape structure and fence itself, inside the SUA Area absent written consent of the City. Upon termination of this Agreement, in the sole discretion of the City, any improvements Holder makes shall either:

a) City Owned

Become the property of the City without any compensation to Holder. Holder may not rely on any statements or representations by any City employees that obviate the necessity for

City Mayor or City Manager approval. Holder acknowledges that any improvements it makes are at Holder's sole financial risk and are a business decision by Holder.

b) Removed

Be removed by Holder within 30 days and the SUA Area restored to its condition before such improvements were made, all at Holder's sole cost and expense.

C. Injuries and Damages

Holder shall supply all necessary manpower and equipment to safely perform the Approved Uses granted herein. In the event of an Accident involving Holder, Holder's family, guests, invitees, employees, or customers, Holder shall notify the City by telephone or other reasonable means within 24 hours and shall defend and hold harmless City for any potential damages and liability.

D. Inspection

The City, the federal government, and governmental agencies having jurisdiction may, in their sole discretion, monitor all Activities conducted by Holder using any reasonable procedures, including, but not limited to: on-site checking or any other procedures prescribed by law.

E. Limit of Use to SUA Area

The Activities shall not extend past the SUA Area. Except for the uses specified herein, no other special access privileges or rights to use other land, water, fixtures, or personal property of the City is expressed or implied and Holder and its customers or clients shall only have access to such other land, water, fixtures and personal property, if any, as is otherwise allowed to, and according to the same terms and conditions that may apply to any member of the general public.

F. Maintenance

Holder shall keep the SUA Area in substantially the same condition as it was prior to engaging in the Approved Use, including but not limited to, keeping the SUA Area in safe and good order, removing all litter, trash, and debris caused by Holder and disposal of refuse. Holder shall continually control all noxious weeds resulting from surface disturbances associated with the Approved Use. If the SUA Area, City facilities, or the Property generally is damaged as a result of actions or omissions of Holder, Holder's employees, and/or guests, Holder shall make all repairs at its sole cost.

G. Pre-Existing Rights

This SUA is subject to any and all previously granted easements, rights-of-way, licenses, and conveyances, recorded or unrecorded. It is Holder's sole responsibility to determine the existence of any rights, uses or installations conflicting with Holder's use of the SUA Area. Holder shall not interfere with any use in the SUA Area by any other party holding a senior or equal interest in the Property.

H. Reserved Rights by the City

The City reserves all rights not specifically conveyed under this SUA, including the right to use and occupy the Property burdened by this SUA for any purpose. Said rights include, but are not limited to:

i. Access

Continuing access for vehicles, pedestrians or other traffic and City staff for administrative and other purposes consistent with the City's mission and purpose.

7. NO TITLE IN GRANT

This SUA does not and shall not be construed to vest in Holder title, tenure, or any property rights in the real estate, fixtures, or any personal property belonging to the City now located or which may hereafter be located in or around the premises occupied by Holder.

8. TRANSFER OF APPROVED USE

SUA may be transferred to a new property owner, but only with advanced City approval in writing.

9. HOLDER'S REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

Holder makes the following specific representations and warranties, each of which was relied on by the City in granting this SUA:

A. Compliance, Licenses, Permits, Etc.

Holder shall at all times conduct activities in compliance with all State, federal, and local laws. As of the Effective Date, Holder shall have, and at all times during the term hereof shall maintain, at its sole

expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. All employees, agents, and subcontractors of Holder performing services under this SUA shall hold all required licenses or certifications, if any, to perform their responsibilities.

B. Legal Authority-Holder Signatory

Holder possesses the legal authority to enter into this SUA.

C. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this SUA or which may affect Holder's ability to perform its obligations hereunder, Holder shall notify the City of such action and deliver copies of such pleadings to the City's principal representative as identified herein.

10.INSURANCE

Holder shall obtain and maintain homeowner's or other applicable insurance at all times during the term of this Contract.

11.DEFAULT

A. Defined

In addition to any breaches specified in other sections of this SUA, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a default.

B. Notice and Cure

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party detailing the alleged violations of this SUA. If the notified Party does not cure the breach, at its sole expense, within 30 days after receipt of written notice, or, if a cure cannot be completed within 30 days but cure of the breach has not begun within 30 days and has not been pursued with due diligence, the Party may exercise any of the remedies set forth in §12 for that Party. Notwithstanding any provision of this SUA to the contrary, the City, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the City.

12. REMEDIES

A.Costs

Holder is solely responsible for the costs of remedying any default caused by Holder or its agents.

B. Rights of the City

If Holder is in breach under any provision of this SUA, the City shall have all of the remedies available to it, in law or in equity, and any other remedies set forth in other sections of this SUA. The City may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

13.LIMITATION OF CITY LIABILITY

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of C.R.S. § 24-10-101, *et seq.* No term or condition of this SUA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the SUA, as applicable now or hereafter amended.

14.GENERAL PROVISIONS

A. CORA Disclosure

To the extent not prohibited by federal law, this SUA is subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.*

B. Indemnification.

i. General

Holder shall defend, indemnify, save, and hold harmless the City, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission on or related to the Property by Holder, or its employees, agents, subcontractors, or assignees pursuant to the terms of this SUA, including,

but not limited to, the presence or release of any hazardous or toxic substance that is regulated under any federal, State or local law; however, 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 CGIA.

C. Jurisdiction and Venue

All suits or actions related to this SUA shall be filed and proceedings held in Fremont County, Colorado and exclusive venue shall be in the county in which the Property is situated.

D. Modification

i. By the Parties

Except as specifically provided in this SUA, modifications to this SUA shall not be effective unless agreed to by the Parties in a written amendment hereto, properly executed and approved in accordance with applicable Colorado State law.

ii By Operation of Law

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

E. Order of Precedence

The provisions of this SUA shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this SUA and its exhibits and attachments, including, but not limited to, those provided by Holder, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of this SUA; and
- ii. Exhibits (if any).

15. APPROVAL AND SIGNATURES

THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT

*Persons signing for Holder hereby swear and affirm that they are authorized to act on Holder's behalf and acknowledge that the City is relying on their representations to that effect.

THE CITY OF FLORENCE,

By: _____
Name Title

HOLDER,

ACCEPTED AND AGREED TO BY : Roy Farris

By: _____
Roy Farris, 107 West Front Street, Florence, Colorado 81240

Telephone: _____

Email: _____

EXHIBIT A





EXHIBIT C

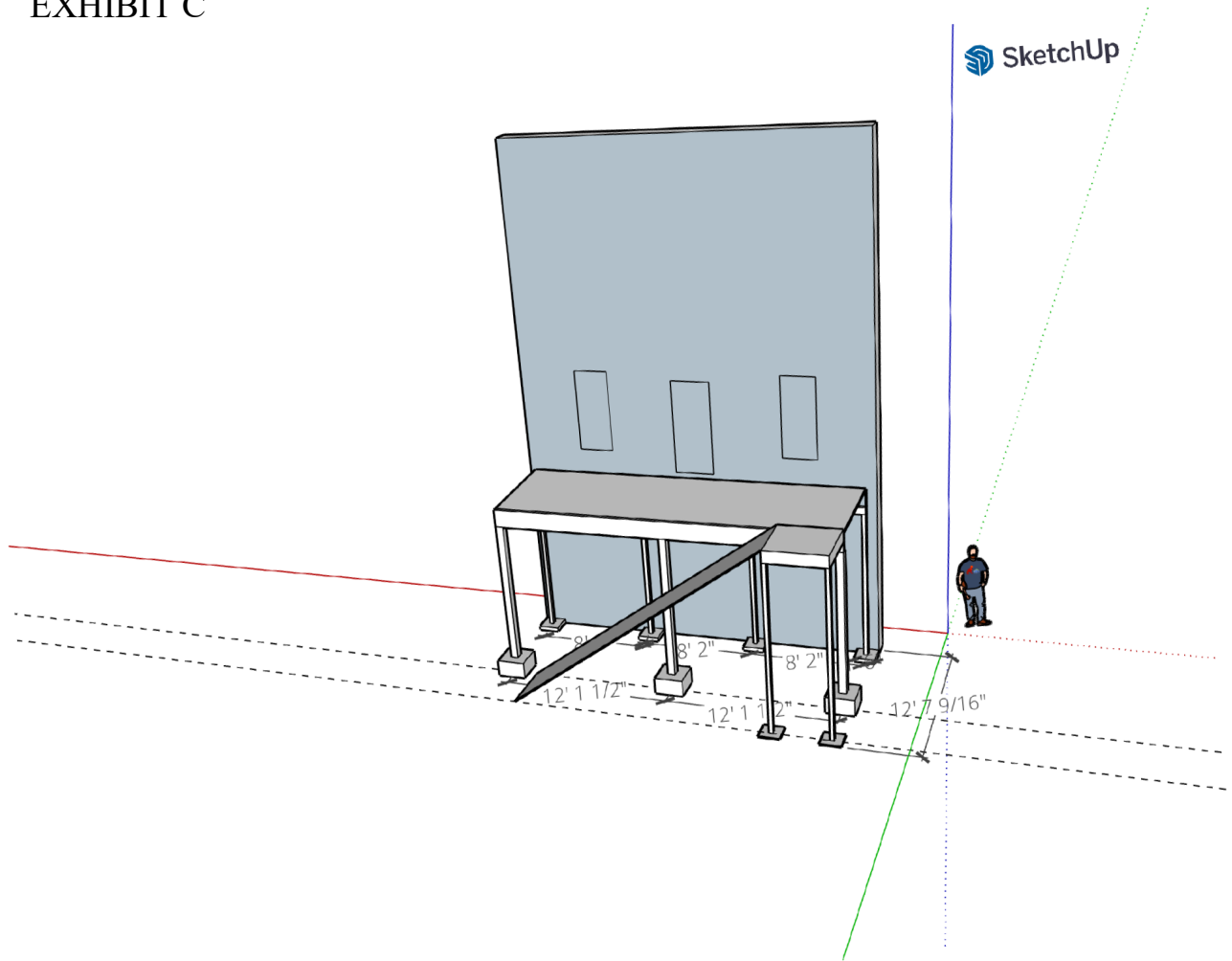


EXHIBIT D

SketchUp

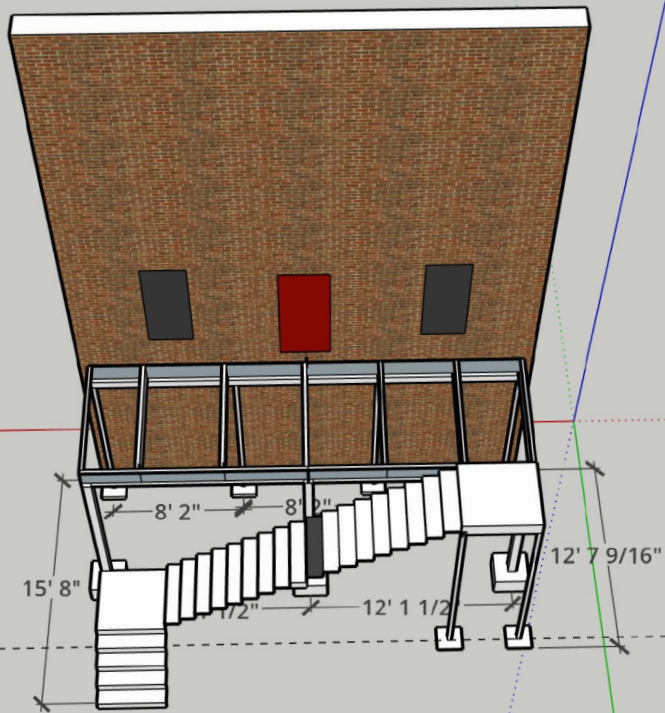


EXHIBIT E

SketchUp

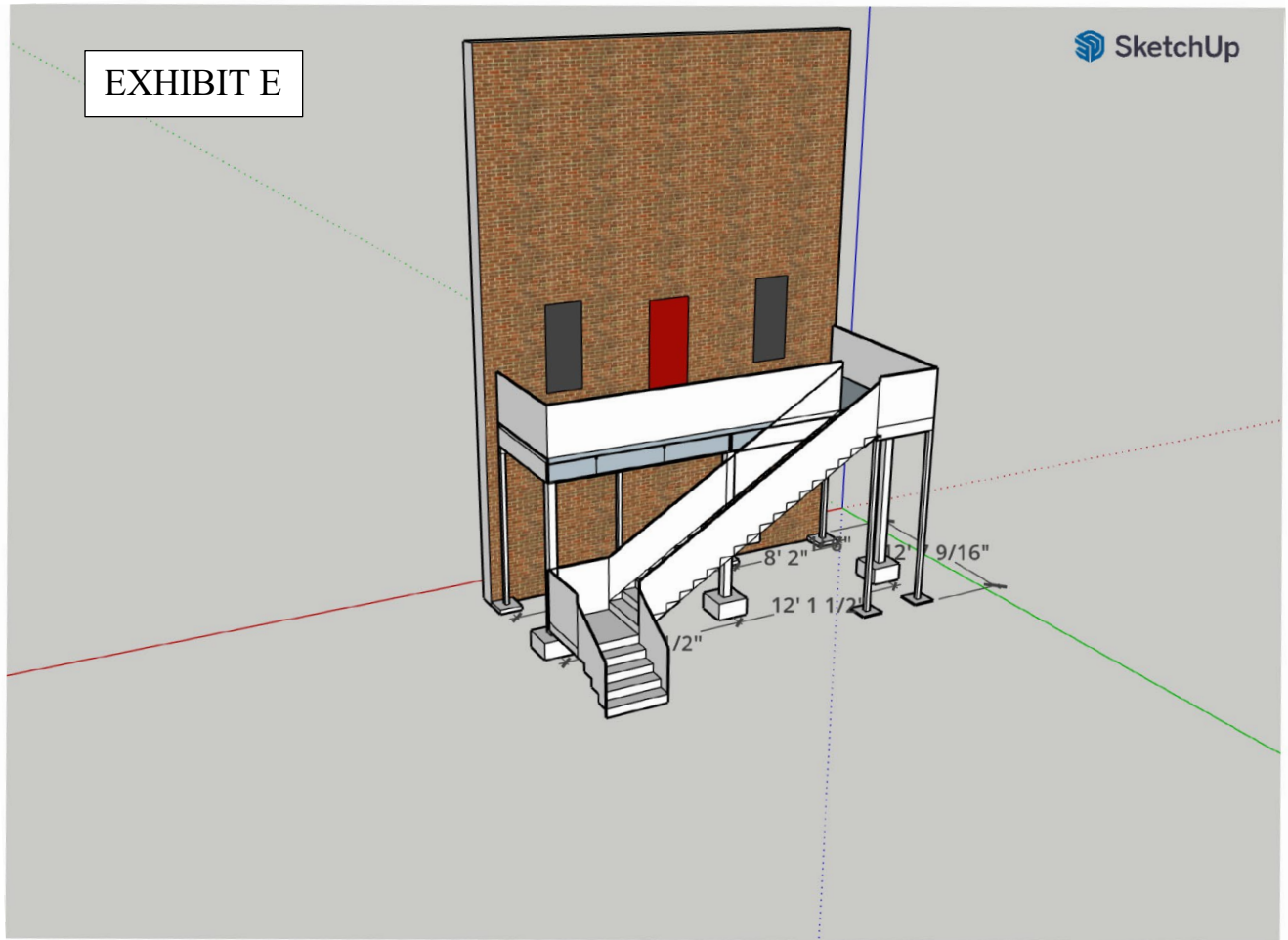
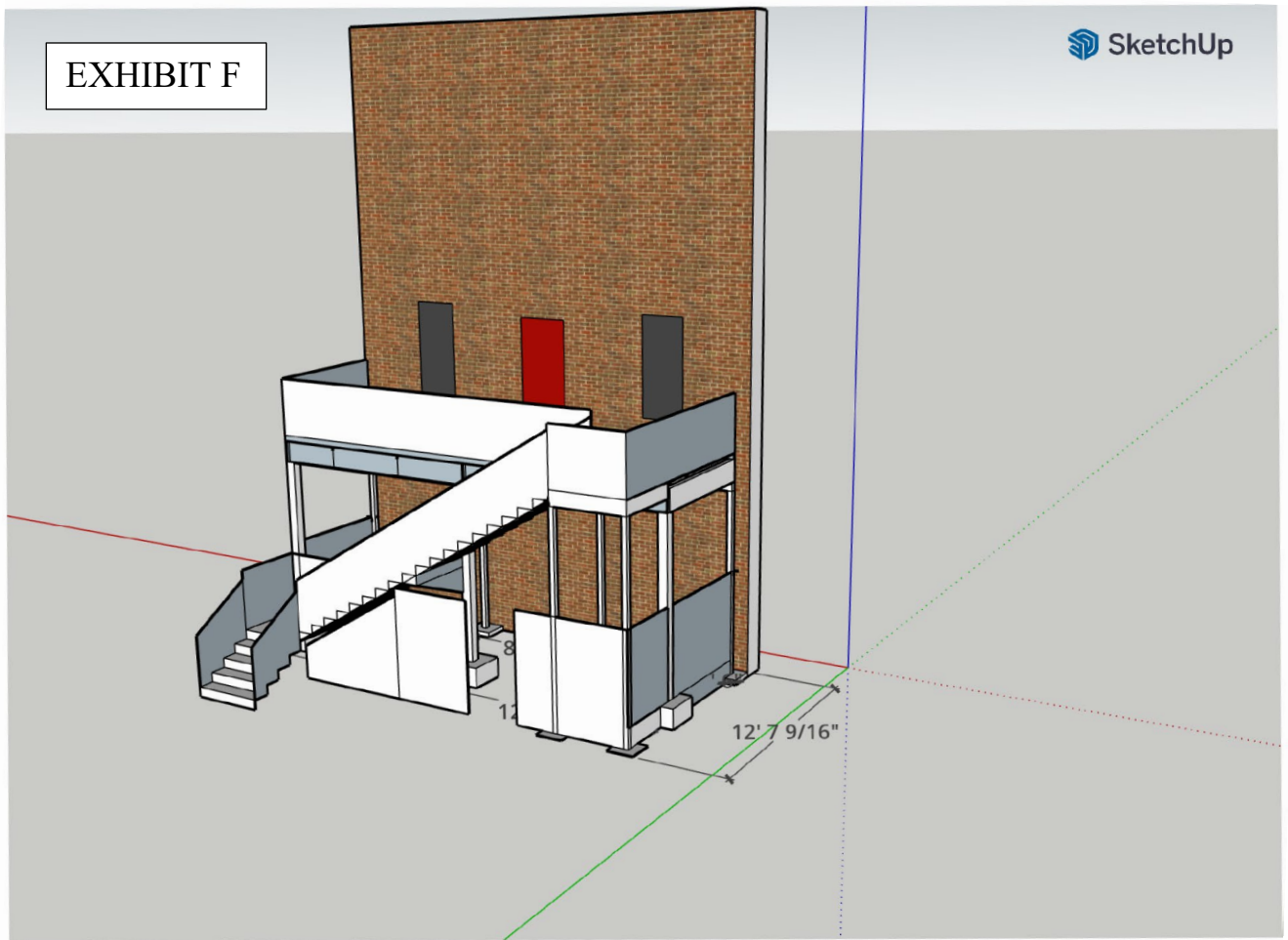


EXHIBIT F

SketchUp





CITY OF FLORENCE

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

City Manager Report

April 30, 2025 – May 15, 2025

Meetings with agencies, boards, and committees:

- ***Development Meeting (Tuesday, May 13, 2025)***
 - Met with a developer with potential interest in housing developments in Florence
- ***Planning Commission (Thursday, May 15, 2025)***
 - Attended the May Planning Commission meeting

Internal Meetings/Discussion/Projects

- Staff is nearing the final stage of completing comprehensive fee updates (excluding utility rates) and expects to present them to Council late in the second quarter of 2025. These updates involve significant Code revisions as well in order to make future updates more efficient and streamlined.
- The previously discussed community engagement program allowing citizens the opportunity to better understand how government works has been rescheduled to begin following the fourth of July due to the amount of Staff time and resources needed to prepare for this event. We will begin providing notifications and sign-ups in June.
- The presentation for the 2024 Annual Audit has been tentatively scheduled for the June 16, 2025 Regular City Council Meeting.
- Staff is working on a Fleet program to be presented to the City Council by the end of the second quarter.
- Water Distribution is in the process of updating and streamlining the meter reading process in order to improve efficiency and reduce the need for manual reads.
- Staff has started work on the 2026 budget, with all departments having been provided a copy of their budget worksheets and asked to complete their preliminary numbers. We have also asked the Water Department to provide an Operating Reserve number for unforeseen disasters in preparation for the upcoming water rate study.
- Staff is finalizing the contract for the Master Plan update approved at the May 5, 2024 City Council meeting and will have the final timeline for the project available soon.
- The pool is on track to open as planned over Memorial Day weekend.
- Please note, the quarterly tree update will be included in the June 2, 2025 City Manager report in order to coincide with the tree replacement plan guidelines to be presented to the Council for their consideration during that same meeting.