



FLORENCE CITY COUNCIL
Regular Meeting Agenda
Monday, March 4, 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:**
 - Mayor Wolfe
 - Councilman Vanhoutan
 - Councilman Stiefel
 - Councilman Mergelman
 - Councilwoman Stone
 - 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) Meeting Minutes for February 20, 2024
 - b) Expenditure Approval for February 22, 2024, in the amount of \$14,786.47 and February 29, 2024, in the amount of \$22,312.09
 - c) Modification of Premises: Florence Brewing Company
 - d) Street Closure Request: Florence Brewing Company
- 5) **NEW BUSINESS**
 - a) Ordinance No. 1–2024: An Ordinance Amending Section 17.24.040 Of The R-2 Low Medium Density Residential Zone District Of Florence Municipal Code To Change The Minimum Lot Area Per Principal Structure For 1 (One) Unit From 7,000 Square Feet To 5,000 Square Feet.
 - b) Resolution No. 4–2024: A Resolution Approving The Assignment Of Interests And Obligations Described In The Subdivision Improvement Agreement Related To Infrastructure Improvements Of High Meadows Subdivision Filing 4, Phase IV.
- 6) **COUNCIL UPDATES**
 - a) City Council Reports
 - b) City Manager Reports
- 7) **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.
- 8) **ADJOURNMENT:** Adjournment until the next regular City Council Meeting
Monday, March 18, 2024



FLORENCE CITY COUNCIL
Regular Meeting Minutes
Tuesday, February 20, 2024, 6:30 PM

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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, 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).

Rich Burleson, Kirk Nelson, Tony Shaffer- Pioneer Day Association
Announced Pioneer Day 2024 was scheduled for Saturday, September 21, 2024. Rich Burleson thanked the City and Florence community for their support and participation in the event.

Tony Shaffer thanked the City Council for all of their help and support. He also thanked Rich Burleson for his service and commitment to the community and the Pioneer Day Association.

John Rambish- 1045 Churchill Avenue, Rockvale
Addressed local crimes and criminal activity in Florence. He highlighted violations of human rights, exploitation of disability, acts of slavery, and human trafficking. John Rambish expressed the need for more than the three minutes allocated for Public Comment to communicate the issue.

Councilor Vanhoutan encouraged John Rambish to connect with the Florence Police Department regarding the violations or provide a written statement elaborating on the grievances.

John Rambish voiced disinterest in those options.

Mayor Wolfe offered to discuss and connect with him after the meeting.

Kathy Madonna-504 Brookeway

Asked for a correction to the Meeting Minutes of February 5, 2024. She wanted her Public Comment to note her request for City Council's approval of a \$25 reimbursement to the Tree Board for working on their trifold mockup.

Christina James- Quincy's Manager

Questioned the street closure approval process and noted the closure's disruptions to parking availability and business production. Christina James voiced the loss of revenue and wanted to see an improved, inclusive approval process.

4) CONSENT AGENDA

- a) Meeting Minutes for February 5, 2024
- b) Expenditure Approval for February 8, 2024, in the amount of \$23,147.51 and February 14, 2024, in the amount of \$67,322.71
- c) Annual Liquor License Renewal: Oak Creek Grill & Tavern
- d) Street Closure Request: Florence Chamber of Commerce Spring Junktique/ Car Show

Councilor Stone asked to remove items 4a and 4d from the Consent Agenda.

Councilor Stiefel motioned to approve the Consent Agenda, excluding items 4a and 4d. Councilor Gardner seconded. With all of the Councilmembers voting in favor of the motion, the motion carried.

Mayor Wolfe reiterated Kathy Madonna's addition to her Public Comment.

Councilor MacKinnon motioned to amend the meeting Minutes for February 5, 2024, to correct Kathy Madonna's Public Comment to represent the request for the Tree Board's \$25 trifold reimbursement. Councilor Stone seconded. With all of the Councilmembers voting in favor of the motion, the motion carried.

Joel Elliot- Chamber of Commerce President

Stated the function of the Chamber is to increase visibility, business growth, tourism, and downtown traffic. Joel Elliot noted the positive impacts of Junktique and the Car Show, and would like to ensure collaborative input and business participation to have event success. She aimed to consider all impacted.

The City Council discussed event details and presented suggestions and ideas to modify the event's efficiency.

Mayor Wolfe inquired about a time frame for notification of closure.

City Clerk Cortlyne Huppe noted there was no timeframe to her knowledge.

Council Stone suggested the street closure be tabled with the intent to allow the Florence Chamber of Commerce time to re-evaluate the details surrounding the event's street closure.

City Attorney Dan Findlay noted the complications of approving the street closure with contingencies and suggested that the Chamber present updated materials at the next meeting.

Councilor Stone motioned to table the Street Closure Request for the Florence Chamber of Commerce until the March 18, 2024 City Council meeting. Councilor Mergelman seconded. With all of the Councilmembers voting in favor of the motion, the motion carried.

5) COUNCIL UPDATES

a) City Council Reports

Councilor MacKinnon noted the Historic Preservation meeting on February 27 at 4:30 PM where they would be discussing the potential induction of a local address into the local historic district. She also announced the upcoming ceremony of laying to rest a WWII soldier in Union Highland Cemetery on June 29, 2024.

Councilor Stone attended the Merchant's meeting and Chamber of Commerce meeting. They are looking for volunteers and working on a 2024 event calendar. She also attended the Tree Board meeting where they met with a UAACOG representative.

Councilor Gardner expressed excitement to tour the South Water Treatment Plant.

Councilor Mergelman attended the Fremont County Planning Commission where they intend to revise outdated Ordinances by April. He also attended the Merchant's meeting, Florence Planning Commission, Florence Arts Council, and the City's first July 4 meeting.

Mayor Wolfe attended the Merchant's meeting and the Florence Planning Commission. He noted the Mayor's Round Table meeting held at Emergent Campus in the FEDC conference room, and all in attendance with their variety of reports/topics. Mayor Wolfe announced Canon City's upcoming pool assessment, their Highway 50 project, and their discussion of Black Hills Energy's property. He reported Fremont County's rewriting of zoning Ordinances and Pathfinder Park's parking lot expansion. Mayor Wolfe noted the upcoming Southern Colorado BBQ challenge, and the City's established July 4 fundraiser event dates. He reminded the City Council of the ARPA/Non-Profit Workshop on March 4, and the Trees/Sidewalk Workshop on March 18.

b) City Manager Reports

City Manager Nasta opened her report to questions. She noted the hiring of a new Code Enforcement Officer.

Mayor Wolfe questioned if the City looked into the Elks Lodge's concerns on harassment, and if the City Manager's meetings on Prop 123 would require any changes to the City's building code.

City Manager Nasta stated the Police Department had been in contact with the lodge, and the City would not need to update existing building codes to accommodate Prop 123's affordable housing opportunities.

6) 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.

- 7) **ADJOURNMENT:** Adjournment until the next regular City Council Meeting
Monday, March 4, 2024

Councilor Gardner motioned to adjourn the meeting. Councilor Vanhoutan seconded.
With all of the Councilmembers voting in favor of the motion, the motion carried.
Mayor Wolfe adjourned the City Council Meeting at 7:18 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
635	SAFETY KLEEN CORPOR	93714771-24	0143103500	FLUIDS CONTRACT	1	02/14/2024	331.12	.00	331.12	45139	02/22/2024
Total 635:							331.12	.00	331.12		
916	MARTIN AND WOOD	27367	0243707890	ENG fees	1	01/31/2024	262.50	.00	262.50	45136	02/22/2024
Total 916:							262.50	.00	262.50		
923	ALSCO	LDEN289245	0144202000	UNIFORM RENTAL-Street	1	02/21/2024	134.06	.00	134.06	45132	02/22/2024
		LDEN289245	0144202000	UNIFORM RENTAL - Cem	2	02/21/2024	11.33	.00	11.33	45132	02/22/2024
Total 923:							145.39	.00	145.39		
932	FEDEX	8-406-20019	0141503100	POSTAGE for liquor licens	1	02/12/2024	25.70	.00	25.70	45134	02/22/2024
Total 932:							25.70	.00	25.70		
1035	CENTURYLINK	300805105 2	0241504600	PHONE MAINT- Admin Wa	1	02/08/2024	171.20	.00	171.20	20242224	02/22/2024
Total 1035:							171.20	.00	171.20		
1253	AT & T MOBILITY	2872703950	0241505000	Water Tower	1	02/06/2024	84.96	.00	84.96	45133	02/22/2024
Total 1253:							84.96	.00	84.96		
1455	SAN ISABEL SERVICES	U0065859	0243658790	SO PLANT PROPANE	1	01/15/2024	131.92	.00	131.92	45140	02/22/2024
		U0065860	0243658790	SO PLANT PROPANE	1	01/15/2024	1,171.66	.00	1,171.66	45140	02/22/2024
		U0065860	0243658790	SO PLANT PROPANE Fin	2	01/15/2024	142.96	.00	142.96	45140	02/22/2024
Total 1455:							1,446.54	.00	1,446.54		
1718	BLACK HILLS ENERGY	1225088862	0140608600	CEMETERY HOUSE	1	02/14/2024	94.30	.00	94.30	20242222	02/22/2024
		1944485829	0145207830	RIVER PARK	1	02/13/2024	64.83	.00	64.83	20242221	02/22/2024
		4197016039	0144207700	CEMETERY SPRINKLERS	1	02/14/2024	24.45	.00	24.45	20242223	02/22/2024
Total 1718:							183.58	.00	183.58		

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
1719	STAPLES BUSINESS ADV	8073238287	0141503000	admin supplies file folders	1	02/10/2024	62.98	.00	62.98	45142	02/22/2024
Total 1719:							62.98	.00	62.98		
1958	XEROX CORP	020736510	0241503700	water Dept	1	02/06/2024	23.36	.00	23.36	45144	02/22/2024
Total 1958:							23.36	.00	23.36		
2219	CHARTER COMMUNICATI	1726308012	0444152000	pool	1	02/07/2024	139.98	.00	139.98	2212401	02/21/2024
		1726308012	0143105000	shop	2	02/07/2024	239.95	.00	239.95	2212401	02/21/2024
		1726308012	0141505000	CITY HALL	3	02/07/2024	339.93	.00	339.93	2212401	02/21/2024
		1726308012	0142105000	PD PHONES	4	02/07/2024	634.07	.00	634.07	2212401	02/21/2024
Total 2219:							1,353.93	.00	1,353.93		
2281	PENROSE TRACTOR AN	1528	0142107420	TOW FEE 24-0125	1	02/20/2024	260.00	.00	260.00	45137	02/22/2024
Total 2281:							260.00	.00	260.00		
2355	TIMBER LINE ELECTRIC	22124	0243707700	SCADA SERVICE IGC Adv	1	02/20/2024	3,548.00	.00	3,548.00	45143	02/22/2024
Total 2355:							3,548.00	.00	3,548.00		
2467	Century Link	300805105 2	0241505000	SOUTH PLANT internet	1	02/08/2024	171.20	.00	171.20	2212403	02/21/2024
		719-784-061	0241505000	SOUTH PLANT	1	02/13/2024	265.96	.00	265.96	2212402	02/21/2024
Total 2467:							437.16	.00	437.16		
2468	SGS ACCUTEST	5216015310	0243707810	LAB RESULTS	1	02/15/2024	663.57	.00	663.57	45141	02/22/2024
		5216015326	0243707810	LAB RESULTS	1	02/21/2024	727.48	.00	727.48	45141	02/22/2024
Total 2468:							1,391.05	.00	1,391.05		
2882	Fiber Platform, LLC	SI-23-034389	0142105000	Ethernet Access PD	1	01/01/2024	1,500.00	.00	1,500.00	45135	02/22/2024
Total 2882:							1,500.00	.00	1,500.00		
3115	Rocco F. Meconi, PC	JANUARY 20	0141203700	Jan 2024 Prosecutor	1	01/31/2024	1,563.00	.00	1,563.00	45138	02/22/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3115:							1,563.00	.00	1,563.00		
3174	Lasater & Martin, P.C.	PC6022011-0	0141106700	PC6022010-1	1	02/20/2024	1,996.00	.00	1,996.00	45131	02/21/2024
Total 3174:							1,996.00	.00	1,996.00		
Grand Totals:							14,786.47	.00	14,786.47		

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	293466	0143103500	shop	1	02/27/2024	84.00	.00	84.00	45145	02/27/2024
		293590	0145205000	lions park	1	02/27/2024	82.50	.00	82.50	45145	02/27/2024
		293819	0144203500	CEMETERY	1	02/27/2024	75.00	.00	75.00	45145	02/27/2024
		293819	0145204583	Skate park	2	02/27/2024	75.00	.00	75.00	45145	02/27/2024
Total 71:							316.50	.00	316.50		
1253	AT & T MOBILITY	2872917141	0141505000	ADMIN	1	02/28/2024	115.91	.00	115.91	45152	02/29/2024
		2872917141	0141505000	CEMETARY	2	02/28/2024	39.99	.00	39.99	45152	02/29/2024
		2872917141	0141305000	EXECUTIVE	3	02/28/2024	64.33	.00	64.33	45152	02/29/2024
		2872917141	0142105000	PD	4	02/28/2024	2,132.40	.00	2,132.40	45152	02/29/2024
		2872917141	0144005000	PLANNING	5	02/28/2024	79.98	.00	79.98	45152	02/29/2024
		2872917141	0143105000	STREETS	6	02/28/2024	384.26	.00	384.26	45152	02/29/2024
		2872917141	0141505000	WATER	7	02/28/2024	670.57	.00	670.57	45152	02/29/2024
Total 1253:							3,487.44	.00	3,487.44		
1455	SAN ISABEL SERVICES	U0066120	0243658790	SO PLANT PROPANE	1	02/27/2024	1,024.42	.00	1,024.42	45155	02/29/2024
Total 1455:							1,024.42	.00	1,024.42		
1718	BLACK HILLS ENERGY	5278901611	0243557680	COAL CREEK TANK	1	02/20/2024	13.68	.00	13.68	2024228	02/27/2024
Total 1718:							13.68	.00	13.68		
1719	STAPLES BUSINESS ADV	8073312353	0141503000	admin supplies envelopes,	1	02/17/2024	486.59	.00	486.59	45151	02/28/2024
Total 1719:							486.59	.00	486.59		
2220	KAGAN & SON, LLC	16222 20242	1743107530	ASPHALT	1	02/06/2024	6,343.00	.00	6,343.00	45146	02/27/2024
		16251	1743107530	class 5 road base	1	02/10/2024	4,348.80	.00	4,348.80	45153	02/29/2024
Total 2220:							10,691.80	.00	10,691.80		
2355	TIMBER LINE ELECTRIC	8724	0243707875	Network Troubleshooting a	1	02/26/2024	4,532.60	.00	4,532.60	45150	02/28/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2355:							4,532.60	.00	4,532.60		
2460	LANGSTON CONCRETE	14561	1743107565	gravel	1	02/27/2024	812.78	.00	812.78	45149	02/28/2024
		14569	1743107572	CONCRETE	1	02/28/2024	271.28	.00	271.28	45154	02/29/2024
Total 2460:							1,084.06	.00	1,084.06		
2916	Compound Towing , inc	0192	0142107420	Towing24-0133	1	02/25/2024	150.00	.00	150.00	45148	02/28/2024
Total 2916:							150.00	.00	150.00		
3176	Amie Busch	REFUND	0234101050	Water Billing Refund	1	02/28/2024	525.00	.00	525.00	45147	02/28/2024
Total 3176:							525.00	.00	525.00		
Grand Totals:							22,312.09	.00	22,312.09		

Report Criteria:
 Detail report type printed

COUNCIL ACTION FORM

MEETING DATE: MARCH 4, 2024

STAFF CONTACT: CORTLYNE HUPPE, CITY CLERK

Agenda Item: Consider approving the temporary modification of premises for the Florence Brewing Company, LLC.

Department: Administration

Staff Recommendation:

Approve the temporary modification of premises for the Florence Brewing Company LLC, contingent upon receipt of Special Event coverage.

Background/Description of Item:

Liquor Regulations 47-302(A): "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 Florence Brewery, located at 200 South Pikes Peak Avenue, is requesting a temporary modification of premises on the following days:

- 7:00 AM – 10:00 PM, April 27, 2021
- 7:00 AM – 10:00 PM, May 11, 2024
- 7:00 AM – 10:00 PM, July 4, 2024
- 7:00 AM – 10:00 PM, July 27, 2024
- 7:00 AM – 10:00 PM, August 17, 2024
- 7:00 AM – 10:00 PM, September 21, 2024

The temporary modifications would take place on South Pikes Peak Avenue, and extend to the adjacent streets, Railroad Avenue and Front Street. The April 27 event would also extend across the Florence Pioneer Museum's floorplan as well. Specifics regarding these modifications can be found on the attached map.

The modification of premises application requires the applicant to obtain Special Event Insurance as a provision for the expanded liquor boundary. It should be noted that Special Event coverage is typically granted to an applicant by their insurer approximately 30-45 prior to the event. As such, Staff suggests making approval contingent upon receipt of proof of Special Event coverage.

With the City Council's approval, this item will also need to be processed by the Colorado Department of Revenue Liquor Enforcement Division.

Financial Impact:

None

Attachments:

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

Suggested Motion:

Approve the temporary modification of premises for the Florence Brewing Company LLC, contingent upon receipt of Special Event coverage.

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		License Number	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	[REDACTED]	
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company		
2. Name of Licensee Florence Brewing Company LLC		3. Trade Name of Establishment (DBA) Florence Brewing Company	
4. Address of Premises (specify exact location of premises) 200 S. Pikes Peak Ave		5. Business Email Address	
City Florence	County Fremont	State CO	ZIP 81226
		Business Phone Number 719-784-7441	

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

Section A – Manager Reg/Change	Section C
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00 <input type="checkbox"/> Change Location Permit (ea)..... \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$150.00 x 2</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-left: 20px;">Total Fee: \$300.00</div>
<p><i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i></p>	
Section B – Duplicate License	<input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$100.00 x</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-left: 20px;">Total Fee:</div>
<input type="checkbox"/> Duplicate License \$50.00	<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$160.00 x</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-left: 20px;">Total Fee:</div>
	<input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00

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

Date License Issued	License Account Number	Period
<small>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.</small>		TOTAL AMOUNT DUE \$00

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1:

City County ZIP

(b) Address of Location 2:

City County ZIP

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name

New manager's name

(b) Date of Employment

Has manager ever managed a liquor licensed establishment? Yes No

Does manager have a financial interest in any other liquor licensed establishment? Yes No

If yes, give name and location of establishment

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

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a 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 Temporary Modification of Premises For outdoor events. The street will be closed from 7am - 10pm on the following dates: 4/27/2024, 5/11/2024, 7/4/2024, 7/27/2024, 8/17/2024, 9/21/2024

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

Start see above (mo/day/year) End see above (mo/day/year)

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?

(If yes, explain in detail and describe any exemptions that apply) Yes No

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

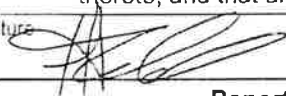
(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes No

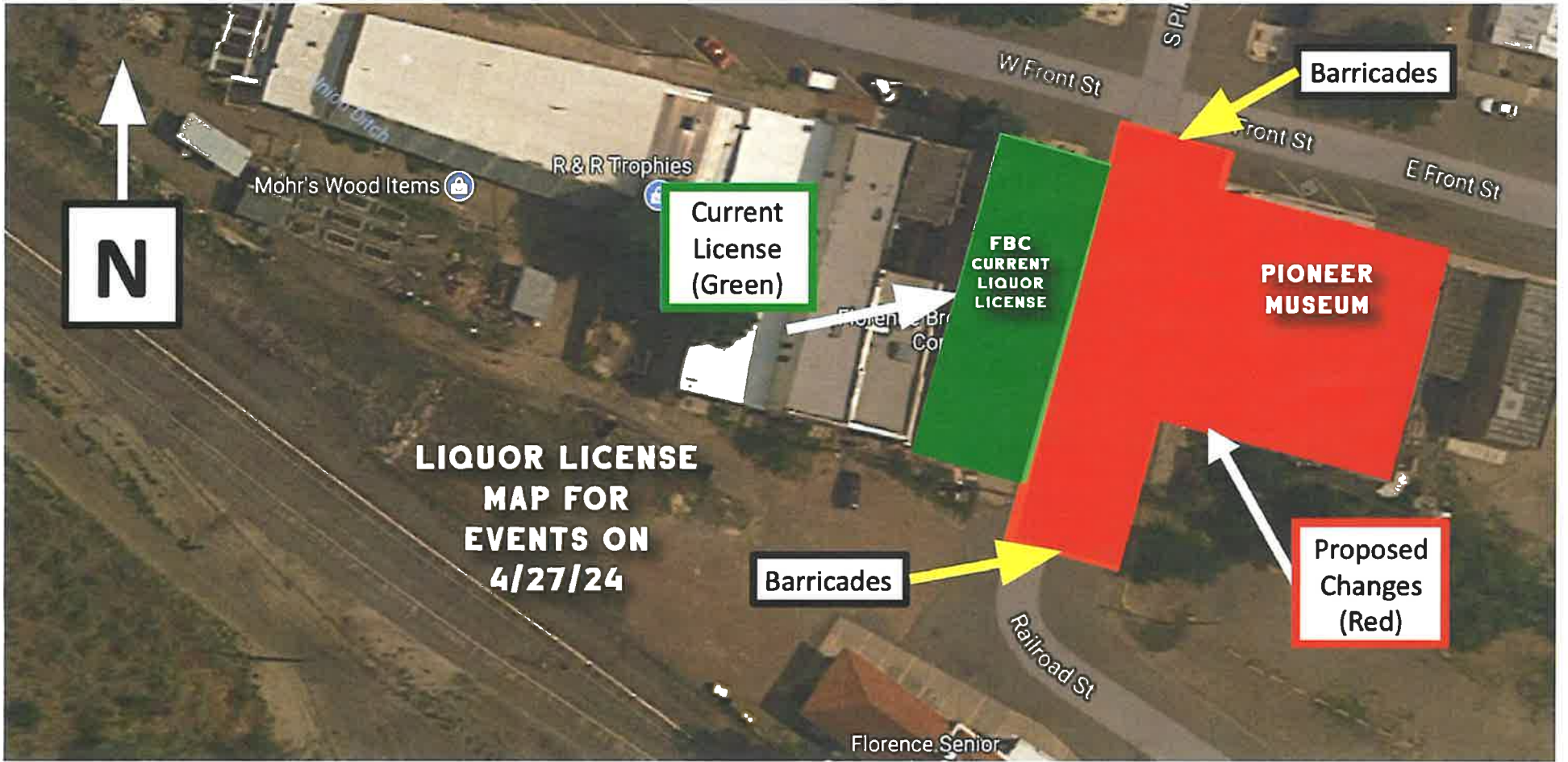
(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

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

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title Hans Prah! Owner	Date 2/7/24
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



Mohr's Wood Items

R&R Trophies

Current License (Green)

FBC CURRENT LIQUOR LICENSE

PIONEER MUSEUM

Barricades

Barricades

Proposed Changes (Red)

LIQUOR LICENSE MAP FOR EVENTS ON 4/27/24

Florence Senior

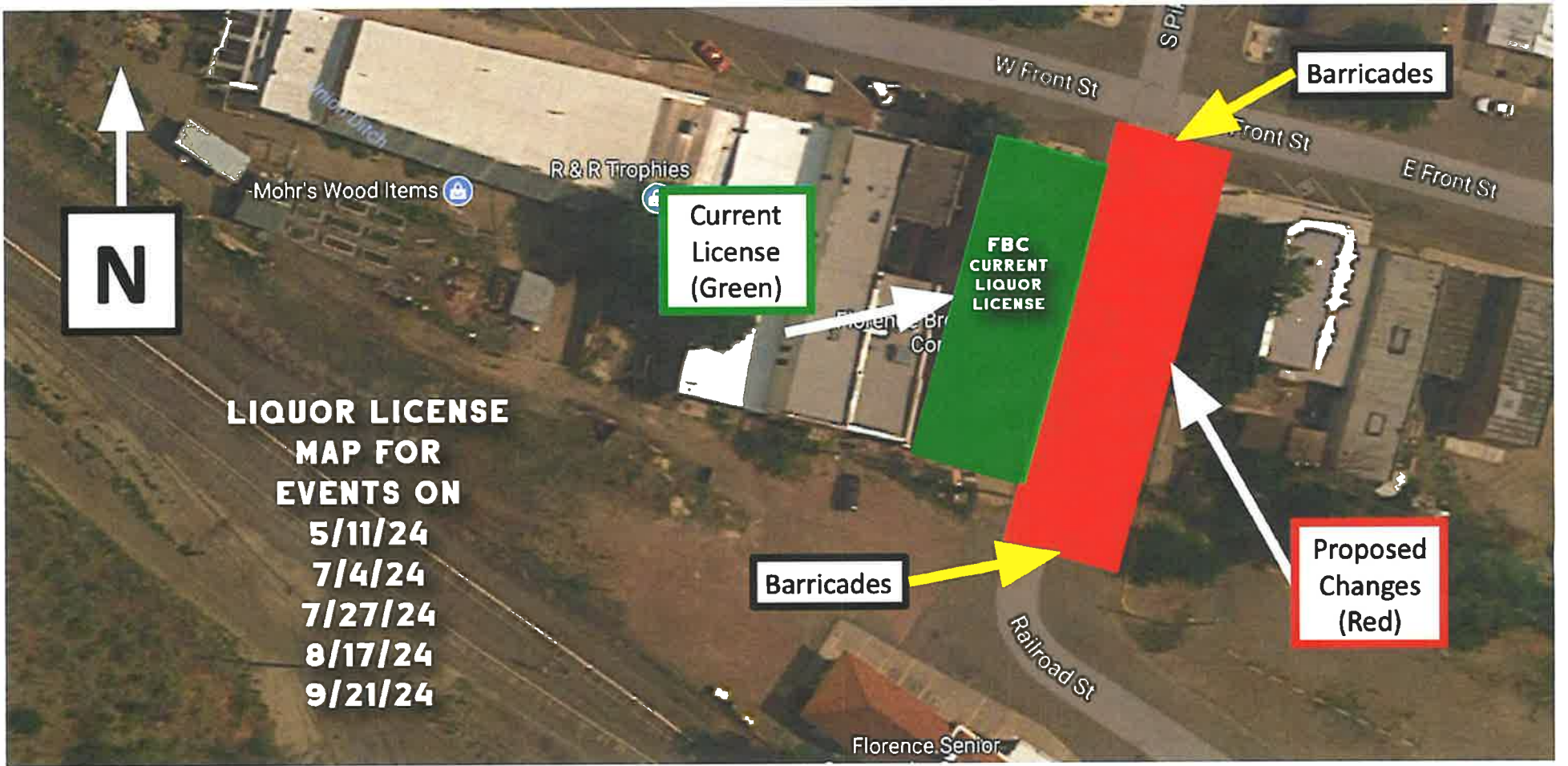
Railroad St

W Front St

Front St

E Front St

SPI



**LIQUOR LICENSE
MAP FOR
EVENTS ON
5/11/24
7/4/24
7/27/24
8/17/24
9/21/24**

**Current
License
(Green)**

**FBC
CURRENT
LIQUOR
LICENSE**

Barricades

Barricades

**Proposed
Changes
(Red)**

W Front St

Front St

E Front St

Railroad St

Florence Senior

Mohr's Wood Items

R & R Trophies

Florence Br
Cor

COUNCIL ACTION FORM

MEETING DATE: MARCH 4, 2024

STAFF CONTACT: CORTLYNE HUPPE, CITY CLERK

Agenda Item: Street Closure Request Form: Florence Brewing Company, LLC.

Department: Administration

Staff Recommendation:

Approve the Street Closure Request Form for the Florence Brewing Company LLC, contingent upon proof of receipt of Special Event coverage.

Background/Description of Item:

The Florence Brewery has submitted a request to close specific streets within the City of Florence for their 2024 event calendar.

The Street Closure Request Form requests the following dates:

- 7:00 AM – 10:00 PM, April 27, 2021
- 7:00 AM – 10:00 PM, May 11, 2024
- 7:00 AM – 10:00 PM, July 4, 2024
- 7:00 AM – 10:00 PM, July 27, 2024
- 7:00 AM – 10:00 PM, August 17, 2024
- 7:00 AM – 10:00 PM, September 21, 2024

The temporary street closures would take solely place on South Pikes Peak Avenue between the adjacent streets, Railroad Avenue and Front Street. Specifics regarding these modifications can be found on the attached map.

The Street Closure Request Form requires the applicant to obtain Special Event Insurance as a provision of the closure. It should be noted that Special Event coverage is typically granted to an applicant by their insurer approximately 30-45 days prior to the event. As such, Staff suggests making approval contingent upon receipt of proof of Special Event coverage.

Upon approval, street closure maps and details will be shared with the Colorado State Patrol.

Financial Impact:

None

Attachments:

- Street Closure Request Forms
- Proposed Boundary/Maps

Suggested Motion:

Approve the Street Closure Request Form for the Florence Brewing Company LLC, contingent upon proof of receipt of Special Event coverage.

Street Closure Request Form

Group or Individual Making Request

Contact Name/Date of Request

Florence Brewing Company Hans Prah	2/1/2024
---	-----------------

Phone/Email

<u>mareta@florencebrewing.com</u>	719-242-3761 Cell
--	--------------------------

Requested Street(s) to be Closed

South Pikes Peak Ave Between Railroad Street and Front Street

Purpose of Requested Closure

Block Party Fundraiser for Florence Pioneer Museum

Start Date of Requested Closure

Start Time of Requested Closure

April 27, 2024	7 am-ish
-----------------------	-----------------

End Date of Requested Closure

End Time of Requested Closure

April 27, 2024	No Later than 10 PM
-----------------------	----------------------------


Parties Potentially Against Closure/ Have you contacted Parties?

see attached email

**Are you requesting the City to provide street closure materials (signs, barricades, cones)
There will be a fee of \$50.00 plus a deposit of \$100.00 for the City to provide the above
materials. The deposit will be refunded if the City provided materials are returned, and
undamaged.**

YES _____ NO X _____

Signature/ Date of Submission

	2/7/24
---	--------

Approval _____

Street Closure Request Form

Group or Individual Making Request

Contact Name/Date of Request

Florence Brewing Company Hans Prah	2/1/2024
---	-----------------

Phone/Email

<u>maretta@florencebrewing.com</u>	719-242-3761 Cell
---	--------------------------

Requested Street(s) to be Closed

South Pikes Peak Ave Between Railroad Street and Front Street

Purpose of Requested Closure

Block Party

Start Date of Requested Closure

Start Time of Requested Closure

May 11, 2024	7 AM
---------------------	-------------

End Date of Requested Closure

End Time of Requested Closure

May 11, 2024	No Later than 10 PM
---------------------	----------------------------

Parties Potentially Against Closure/ Have you contacted Parties?

see attached email

**Are you requesting the City to provide street closure materials (signs, barricades, cones)
There will be a fee of \$50.00 plus a deposit of \$100.00 for the City to provide the above
materials. The deposit will be refunded if the City provided materials are returned, and
undamaged.**

YES _____ NO X _____

Signature/ Date of Submission

	2/7/24
---	--------

Approval _____

Street Closure Request Form

Group or Individual Making Request

Contact Name/Date of Request

Florence Brewing Company Hans Prah	2/1/2024
---------------------------------------	----------

Phone/Email

mareta@florencebrewing.com	719-242-3761 Cell
--	-------------------

Requested Street(s) to be Closed

South Pikes Peak Ave Between Railroad Street and Front Street

Purpose of Requested Closure

Block Party

Start Date of Requested Closure

Start Time of Requested Closure

July 4, 2024	7 AM
--------------	------

End Date of Requested Closure

End Time of Requested Closure

July 4, 2024	No Later than 10 PM
--------------	---------------------


Parties Potentially Against Closure/ Have you contacted Parties?

See attached email

**Are you requesting the City to provide street closure materials (signs, barricades, cones)
There will be a fee of \$50.00 plus a deposit of \$100.00 for the City to provide the above
materials. The deposit will be refunded if the City provided materials are returned, and
undamaged.**

YES _____ NO X _____

Signature/ Date of Submission

	2/7/24
---	--------

Approval _____

Street Closure Request Form

Group or Individual Making Request

Contact Name/Date of Request

Florence Brewing Company Hans Prah	2/1/2024
---	-----------------

Phone/Email

<u>maretta@florencebrewing.com</u>	719-242-3761 Cell
---	--------------------------

Requested Street(s) to be Closed

South Pikes Peak Ave Between Railroad Street and Front Street

Purpose of Requested Closure

Block Party

Start Date of Requested Closure

Start Time of Requested Closure

July 27, 2024	7 AM
----------------------	-------------

End Date of Requested Closure

End Time of Requested Closure

July 27, 2024	No Later than 10 PM
----------------------	----------------------------


Parties Potentially Against Closure/ Have you contacted Parties?

see attached email

**Are you requesting the City to provide street closure materials (signs, barricades, cones)
There will be a fee of \$50.00 plus a deposit of \$100.00 for the City to provide the above
materials. The deposit will be refunded if the City provided materials are returned, and
undamaged.**

YES _____ NO X

Signature/ Date of Submission

	2/7/24
---	--------

Approval _____

Street Closure Request Form

Group or Individual Making Request

Contact Name/Date of Request

Florence Brewing Company Hans Prah	2/1/2024
---	-----------------

Phone/Email

<u>maretta@florencebrewing.com</u>	719-242-3761 Cell
---	--------------------------

Requested Street(s) to be Closed

South Pikes Peak Ave Between Railroad Street and Front Street

Purpose of Requested Closure

Block Party

Start Date of Requested Closure

Start Time of Requested Closure

August 17, 2024	7 AM
------------------------	-------------

End Date of Requested Closure

End Time of Requested Closure

August 17, 2024	No Later than 10 PM
------------------------	----------------------------


Parties Potentially Against Closure/ Have you contacted Parties?

see attached email

**Are you requesting the City to provide street closure materials (signs, barricades, cones)
There will be a fee of \$50.00 plus a deposit of \$100.00 for the City to provide the above
materials. The deposit will be refunded if the City provided materials are returned, and
undamaged.**

YES _____ NO X _____

Signature/ Date of Submission

	2/7/24
---	--------

Approval _____

Street Closure Request Form

Group or Individual Making Request

Contact Name/Date of Request

Florence Brewing Company Hans Prahl	2/1/2024
--	-----------------

Phone/Email

<u>maretta@florencebrewing.com</u>	719-242-3761 Cell
---	--------------------------

Requested Street(s) to be Closed

South Pikes Peak Ave Between Railroad Street and Front Street

Purpose of Requested Closure

Block Party

Start Date of Requested Closure

Start Time of Requested Closure

September 21 , 2024	7 AM
----------------------------	-------------

End Date of Requested Closure

End Time of Requested Closure

September 21, 2024	No Later than 10 PM
---------------------------	----------------------------


Parties Potentially Against Closure/ Have you contacted Parties?

see attached email

**Are you requesting the City to provide street closure materials (signs, barricades, cones)
There will be a fee of \$50.00 plus a deposit of \$100.00 for the City to provide the above
materials. The deposit will be refunded if the City provided materials are returned, and
undamaged.**

YES _____ NO X

Signature/ Date of Submission

	2/7/24
---	--------

Approval _____

Hello,

My name is Maretta and I work at Florence Brewing Company. I wanted to let you know that we are applying with the city to host block parties at Florence Brewing Company that would involve street closures (on South Pikes Peak Avenue between Front and Railroad Streets) on the following dates (of course we hope you are able to come out for the fun):

April 27, 2024
May 11, 2024
July 4, 2024
July 27, 2024
August 17, 2024
September 21, 2024

I have attached a map where the street closures appears in red. The Fundraiser for the Pioneer Museum on April 27th will also include their premises.

If you have any concerns please reach out to me here, call my cell phone (see below for number), or attend the Florence city council meeting at City Hall on Monday, March 4, 2024 at 6:30 PM.

Thank you,
Maretta Rose
Florence Brewing Company
719-242-3761 cell





Florence Center 9:39 AM



to me ^

From Florence Center • 100railroadst@gmail.com

To Maretta Characky • maretta@florencebrewing.com

Date Feb 13, 2024, 9:39 AM

Standard encryption (TLS).
View security details

Maretta -
Thanks so much for the street closure information. It certainly helps with our event planning for 2024.

Deborah Hollowell, Treasurer

Show quoted text

You are very welcome.

We are very excited about this event.



Street Closures for Block parties for Florence Brewing Company

External

Inbox



Maretta Characky Yesterday
to bcc: martylam, 100r... ^



From **Maretta Characky** •
maretta@florencebrewing.com

Bcc [REDACTED]
100railroadst@gmail.com
service@pgafcu.org
info@keyholderrentals.com

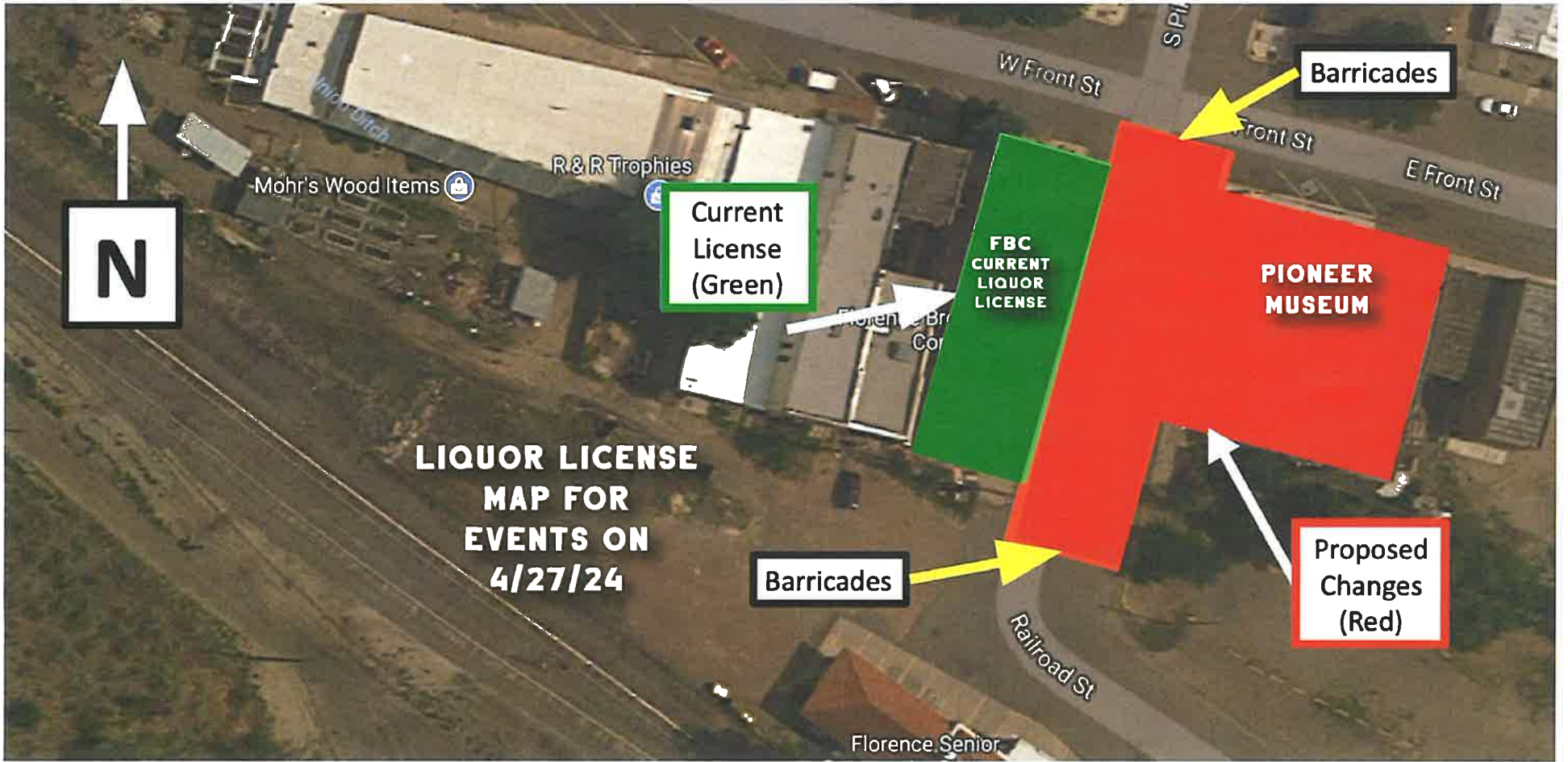
Date Feb 8, 2024, 5:39 PM

[View security details](#)

Hello,

My name is Maretta and I work at Florence Brewing Company. I wanted to let you know that we are applying with the city to host block parties at Florence Brewing Company that would involve street closures (on South Pikes Peak Avenue between Front and





Mohr's Wood Items

R&R Trophies

Current License (Green)

FBC CURRENT LIQUOR LICENSE

PIONEER MUSEUM

Barricades

Barricades

Proposed Changes (Red)

LIQUOR LICENSE MAP FOR EVENTS ON 4/27/24

W Front St

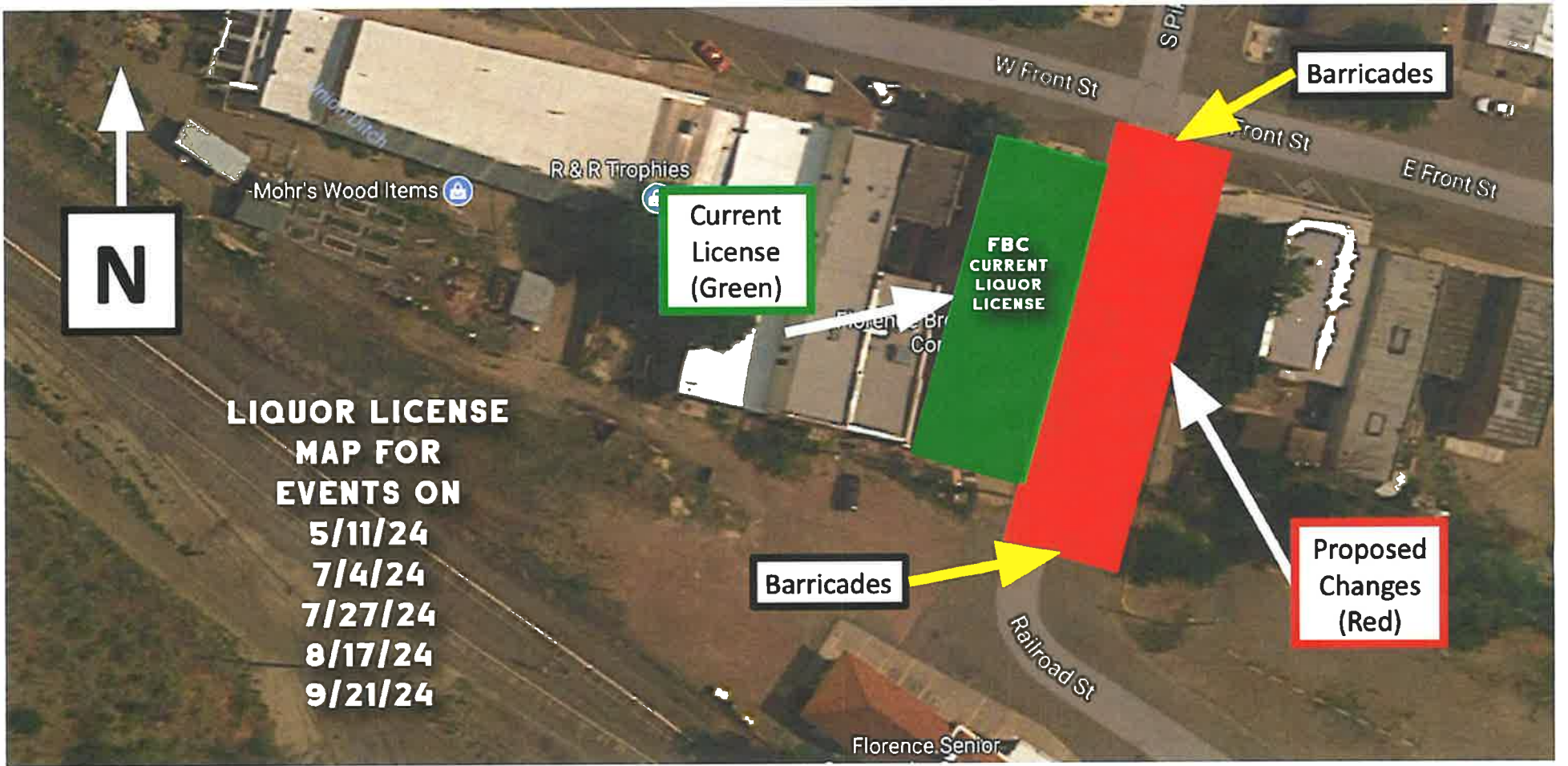
SPI

Front St

E Front St

Railroad St

Florence Senior



**LIQUOR LICENSE
MAP FOR
EVENTS ON
5/11/24
7/4/24
7/27/24
8/17/24
9/21/24**

**Current
License
(Green)**

**FBC
CURRENT
LIQUOR
LICENSE**

Barricades

Barricades

**Proposed
Changes
(Red)**

COUNCIL ACTION FORM

MEETING DATE: MARCH 4, 2024

Agenda Item: Consider approving Ordinance No. 1 – 2024 amending a change in Section 17.24.040 of the R-2 Low Medium Density Residential Zone District of the Municipal Code.

Department: Planning

Background / Housekeeping Item:

- Title 17 – Zoning – Chapter 17.24.040 – In 2017, Ordinance No. 03-06-2017A changed the Yard and Bulk Requirements Table pertaining to the ‘*minimum lot area*’ for a lot from 7,000 to 5,000 square feet for the R-2 Low Medium Residential Zone District. However, the ‘*minimum lot area per principal structure*’ listed in the same table was not addressed in order to potential reflect the change in ‘*minimum lot area*.’

Staff Comments:

- Yard and bulk requirements pertain to each zone district in the City’s Municipal Code and it can potentially determine the size of a structure that can be built on a lot. For the R-2 Low Medium Density Residential Zone District the requirements are broke down by ‘*minimum lot area*’ and ‘*minimum lot area per principal structure*’ and so on.
- In the yard and bulk requirement table for the R-2 Zone District under ‘*minimum lot area per principle structure*’ - 1 (one) unit, is considered a single-family structure, 2 (two) units, a duplex and so on.
- The difference in square footage requirements between ‘*minimum lot area*’ and ‘*minimum lot area per principle structure*’ for the R-2 Zone District can be confusing when discussing requirements for a single-family structure development.

The Planning Commission held a Public Hearing on February 15, 2024 at which time voted unanimously to approve and recommend to City Council the amendment of Section 17.24.040 of the R-2 Low Medium Density Residential Zone District Yard and Bulk Requirements. Amending the ‘*minimum lot area per principle structure*’ square footage for 1 (one) unit by changing that requirement from 7,000 square feet to 5,000 square feet.

Attachments included:

- Ordinance No. 1 - 2024
- 17.24.040 Yard / Bulk Requirements Table for R-2 Zone District

Suggested Motion:

Approve Ordinance No. 1 – 2024, an Ordinance amending section 17.24.040 of the R-2 Low Medium Density Residential Zone District of Florence Municipal Code, and changing the ‘*minimum lot area per principal structure*’ for 1 (one) unit from 7,000 square feet to 5,000 square feet.

ORDINANCE NO. 1 - 2024

AN ORDINANCE AMENDING SECTION 17.24.040 OF THE R-2 LOW MEDIUM DENSITY RESIDENTIAL ZONE DISTRICT OF FLORENCE MUNICIPAL CODE TO CHANGE THE MINIMUM LOT AREA PER PRINCIPAL STRUCTURE FOR 1 (ONE) UNIT FROM 7,000 SQUARE FEET TO 5,000 SQUARE FEET.

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; and

WHEREAS, a public hearing was held, after proper notice was published, before the Florence Planning Commission pursuant to Florence Municipal Code Section 17.76 on Thursday, February 15, 2024, at which time the Florence Planning Commission, by unanimous vote, recommended to the City Council that the ‘Minimum Lot Area Per Principal Structure’ for 1 (one) unit be changed from 7,000 Square Feet to 5,000 Square Feet.

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

1. Section 17.24.040 of the R-2 Low Medium Density Residential Zone District is hereby amended by reducing the Minimum Lot Area per Principal Structure for 1 (one) unit from 7,000 square feet to 5,000 square feet.
2. All other provisions of Section 17.24.040 of the R-2 Low Medium Density Residential Zone District remain unchanged and in full force and effect.

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 _____, 2023.

ATTEST:

CITY OF FLORENCE, COLORADO

Cortlyne Huppe, City Clerk

BY: _____
Steve Wolfe, Mayor

Ordinance published by title, on _____, 2024 in the *Daily Record*

17.24.040 Yard and bulk requirements.

Yard and bulk requirements in the R-2 district are as follows:

Minimum lot area	5,000 square feet <i>(changed in 2017 from 7,000)</i>
Minimum lot area per principal structure	1 unit — 7,000 square feet <i>(5,000)</i>
	2 unit — 9,000 square feet
	3 unit — 11,000 square feet
	4 unit — 13,000 square feet
Minimum lot width	50 feet
Maximum lot coverage	50% if lot is less than 4,000 square feet; 40% if lot is more than 4,000 square feet
Minimum front yard setback	All structures: 25 feet
Minimum side yard setback — From a street	All structures: 15 feet
Minimum side yard setback — From an interior lot line	5 feet
Minimum rear yard setback	Principal structure: 25 feet
	Accessory structure: 10 feet
	Patio cover structure open on at least 2 sides and attached to the principal structure: 12 feet
Maximum height	Principal structure up to 3 stories: 45 feet
	More than 3 stories: 65 feet
	Accessory structure: 20 feet

(Ord. 3-96 (part), 1996; Ord. No. 2-2012, § 2, 2-21-2012; Ord. No. 03-06-2017A, § 1, 3-20-2017; Ord. No. 10-1-2018A, § 2, 10-15-2018)

COUNCIL ACTION FORM

MEETING DATE: MARCH 4, 2024

Agenda Item: Consider approving Resolution No. 4 – 2024 approving the assignment of interests and obligations described in the Subdivision Improvement Agreement related to infrastructure improvements of High Meadows Subdivision Filing 4, Phase IV.

Department: Planning

Background / House Keeping Item:

- The City entered into an agreement for subdivision improvements for High Meadows Subdivision Filing 4, Phase IV in May 2013. The agreement is assigned to Florence Ventures, LLC, whom are no longer the owners of the property. The current owner, Firetree Development Corporation, would like to have the Subdivision Improvement Agreement assigned to Firetree Development Corporation. Section XV, Amendments and Assignments of the Subdivision Improvement Agreement, states: “This Agreement may not be assigned by the Developer without prior, written consent of the City, which consent may be withheld for any reason.” Passage of this Resolution fulfills the requirement of written City consent necessary for completion of the assignment.

Staff Comments:

- Staff recommends approving a Resolution accepting the assignment of interests and obligations described in the Subdivision Improvement Agreement related to infrastructure improvements of High Meadows Subdivision Filing 4, Phase IV to Firetree Development Corporation.

Financial Impact:

- This change has no financial impact to the City.

Attachments included:

- Resolution No. 4 - 2024
- Recorded Subdivision Improvement Agreement
- Assignment and Acceptance Document

Suggested Motion:

- Approve Resolution No. 4 – 2024, a Resolution approving the assignment of interests and obligations described in the Subdivision Improvement Agreement related to infrastructure improvements of High Meadows Subdivision Filing 4, Phase IV to Firetree Development Corporation.

RESOLUTION NO. 4 - 2024

A RESOLUTION APPROVING THE ASSIGNMENT OF INTERESTS AND OBLIGATIONS DESCRIBED IN THE SUBDIVISION IMPROVEMENT AGREEMENT RELATED TO INFRASTRUCTURE IMPROVEMENTS OF HIGH MEADOWS SUBDIVISION FILING 4, PHASE IV.

WHEREAS, the City of Florence has a Subdivision Improvement Agreement relating to Infrastructure Improvements of High Meadows Subdivision Filing 4, Phase IV; and

WHEREAS, this Subdivision Improvement Agreement was first recorded on May 20, 2013 in Fremont County, Colorado, under reception number 907748; and

WHEREAS, Section XV of this Subdivision Improvement Agreement allows for the assignment of said agreement with written consent of the Florence City Council; and

WHEREAS, this Resolution constitutes the City's written consent of the assignment of said Subdivision Improvement Agreement.

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

That the passage of this Resolution hereby provides consent for the assignment of the Subdivision Improvement Agreement Relating to Infrastructure Improvements of High Meadow Subdivision Filing 4, Phase IV, attached, to Firetree Development Corporation.

RESOLVED this _____ day of _____, 2023.

By: _____
Mayor

ATTEST:

City Clerk



AMENDED

SUBDIVISION IMPROVEMENTS AGREEMENT RELATING TO
INFRASTRUCTURE IMPROVEMENTS OF
HIGH MEADOWS SUBDIVISION
Filing No. 4, Phase IV

THIS AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT, dated this 20 day of MAY, 2013, is between the City of Florence, a municipal corporation of the State of Colorado (the "City"), 600 W. 3rd Street, Florence, CO 81226 and Florence Venture, LLC, a Colorado limited liability company, 3898 Maizeland Rd., Colorado Springs, CO 80909 (the "Developer"), and amends that certain Agreement entitled "Improvement Agreement Relating to Infrastructure Improvements of High Meadows Filing No. 4 Subdivision" between City and Medoro Holdings, LLC, a predecessor in interest to Developer, which Agreement is dated August 3, 1998 and recorded at B1337, P 883, Reception No. 685106 of the records of the Clerk and Recorder's Office, Fremont County, Colorado. This Amended Subdivision Improvements Agreement relates only to the development of High Meadows Filing No. 4, Phase IV, and adjusts the development phasing of Phase IV among other things.

WHEREAS, Developer is the owner of certain real property located in the City of Florence, Colorado, legally described as shown on the attached Exhibit "A" and located in the N ½ of Section 17, Township 19 South, Range 69 West, of the 6th P.M. in Fremont County, Colorado (the "property"); and

WHEREAS, on June 22, 1995 the Florence City Council passed Ordinance No. 9-95, adopting new Subdivision Regulations for the City of Florence; and

WHEREAS, on July 3, 1995 the Florence City Council adopted Resolution 21-95, adopting Public Improvement Design and Construction Standards for subdivisions in the City of Florence; and

WHEREAS, Article I, Section 9 of said Subdivision Regulations defines a "Subdivider" as "Any person, firm, partnership, joint venture, association, or corporation who shall participate as owner, promoter developer, or sales agent in the planning platting development, promotion, sale or lease of a subdivision"; and

WHEREAS, Article I, Section 9 of said Subdivision Regulations defines a "Subdivision Improvements Agreement" as "The contract or instrument used to specify the public improvements required in a subdivision and containing one or more security arrangements which may be accepted by the City of Florence to secure the construction of such public improvements"; and

WHEREAS, Part I, Section 1 of said Public Improvement Design and Construction Standards states "The subdivider or developer is responsible for the design and construction of all public improvements associated with the subdivision or property being developed. This responsibility includes both on-site and off-site

improvements necessitated by the subdivision or development. Unless otherwise specified in this Resolution, the subdivider or developer is responsible for 100% of cost of the improvements"; and

WHEREAS, Section 5.3 of said Subdivision Regulations states "All officials and employees of the City of Florence who are vested with the authority to issue permits by the City Council or by state statute, shall not issue permits, record documents, conduct inspections or otherwise perform any duties or administrative actions that are not in conformance with the provisions of this Ordinance", and

WHEREAS, the City is willing to issue building permits for construction on the property upon the acceptance of the Developer of the terms and conditions of this agreement; and subject to all the requirements, terms and conditions of the City Subdivision Regulations, the City Public Improvement Design and Construction Standards and all other applicable laws, ordinances, rules and regulations; and

WHEREAS, the City and Developer mutually acknowledge that the matters set forth in this agreement are reasonable conditions and requirements to be imposed by the City in connection with its issuance of building permits on the property, and that such conditions and requirements are necessary to protect, promote and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that the City is entitled to other assurances that the matters agreed to by the Developer will be performed as agreed by the Developer, and that the laws of the State of Colorado pertaining to city planning provide that the collateral used as security for the construction of the agreed upon public improvements may include a restriction on the issuance of building permits or a restriction on conveyance of any lots, or both; and

WHEREAS, the Developer has elected to use the restriction on building permits as the form of collateral to secure the construction of the public improvements specified in this Agreement; and

WHEREAS, the parties wish to allow the development of the subdivision, and the construction of subdivision improvements, in phases, and to allow the posting of a specific security for costs to complete phased infrastructure improvements.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

I. IMPROVEMENTS TO BE COMPLETED

The Developer shall be responsible for all streets, curbs, gutters, sidewalks, pans, drainage, water and sewer improvements within the property and all off-site improvements that serve the property, as specified in this Agreement, and/or as required by other agencies having jurisdiction. All improvements shall be constructed to the satisfaction of, and shall be inspected and approved by, the City and other agencies having jurisdiction, pursuant to all applicable laws, ordinances, rules and regulations. The Developer shall not proceed with subsequent improvements until all previous

improvements have been inspected and approved. The Developer shall be responsible for notifying the applicable agencies in a timely manner to obtain all required inspections and approvals at each stage of construction, and shall also be responsible for maintaining and presenting said improvements in a manner that allows for proper inspection. The Developer shall be solely responsible for any costs necessary to maintain and present said improvements for inspection. Acceptance of public improvements by the City shall be governed by Section XII of this Agreement.

II. WATER AND SEWER EXTENSIONS AND INSTALLATION

1. The Developer will extend water service to the property in accordance with the ordinances and regulations in effect at the time of the specific water request. The first-come, first-served policy will govern availability of water service to the property. Water service to the property may be limited or curtailed in the same manner and to the same extent that such service is limited or curtailed for other city residents.
2. Upon completion and approval, all water mainline extensions required by the City and by the Developer shall be dedicated to the City of Florence, free of any and all liens and encumbrances whatsoever.
3. The Developer agrees to install, at the Developer's sole expense, all required water distribution and sewer collection lines within the property. All such water distribution and sewer collection lines, and associated facilities, shall be installed in accordance with the standards and specifications of the City and the Fremont Sanitation District. At the time the water main through Phase IV-C is constructed, Developer agrees to extend the water main through Phase IV-D in order to complete the water main pipeline loop and enable bidirectional water flow through entire Phase IV. Upon completion and approval of the water distribution and sewer collection lines, the Developer agrees to dedicate to the City and Sanitation District unobstructed rights-of-way necessary for all water and sewer lines to serve the property, or for transmission through the property, which dedication shall be free of all liens and encumbrances whatsoever. In addition, the Developer shall grant temporary construction easements for installation of water distribution and sewer collection lines, and associated facilities, whenever required by the City and the Fremont Sanitation District. In addition, to facilitate waterline flushing, Developer agrees to install a temporary or permanent fire hydrant at the stub end of the water line installed in each of Phases IV-A, IV-B and IV-C.
4. The Developer will cooperate with the City in dedicating, designing, and planning for all water and sewer utility easements that may be required by the City. The Developer acknowledges and agrees that the City has the right to change unilaterally its water development charge, water distribution facilities development charge, connection charge, tap fee, oversize line recovery amounts, and such other fees, charges or allocations of costs as have been adopted or may be adopted in its rules and regulations at any time in the future,

so long as such changes are of general application. The Developer will pay all such fees and charges when due. All such charges shall be a lien on the property from the date due until paid. Upon the failure of the Developer to pay the fees and charges in full and in a timely manner, the City may, upon the giving of ten (10) days written notice to the Developer, proceed to foreclose its lien on the property in the same manner provided for the foreclosure of mechanic's liens, subject to all rights of redemption granted by Article 39 of Title 38, C.R.S., as amended.

5. The Developer will comply with all rules, regulations, and requirements of the Fremont Sanitation District in installation and maintenance of sewer lines and facilities.

III. STREETS, CURBS, GUTTERS AND SIDEWALKS

1. The Developer shall design, install, and fully improve, to the City's standards, all public streets, curbs, gutters, sidewalks, and irrigation ditch extensions which lie fully within the property; and lying on or abutting the exterior boundaries of the property, all at the sole expense of the Developer and without cost to the City.

2. The Developer shall, at the Developer's sole cost, design and construct any bridges or culverts required by virtue of this proposed development, in accordance with the applicable laws, ordinances, rules, and regulations of any governmental body or entity having jurisdiction of such matters, whether federal, state, county, or municipal.

3. The Developer shall pay for installation of all required traffic and street signs, traffic control devices, permanent barriers, and streetlights, including all associated conduit for all streets within or contiguous to the property. The City Manager shall be solely responsible for determining the requirements for such improvements to the property, consistent with all state and federal laws, rules and regulations. Street lights will be required at all street intersections, and for public safety as deemed necessary by the City Manager. Upon acceptance of the streets, the City will maintain any traffic and street signs and traffic control devices, provided that they meet City and State standards. Street lights will be maintained pursuant to the City's franchise agreement with the electrical provider.

4. Site drainage control facilities must be the first items constructed within each phase. Drainage control facilities must be fully functional prior to any additional site soil disturbance or construction.

5. Developer agrees to grade, gravel and maintain temporary cul-de-sac turning areas at the street stub end of each of Phases IV-A, IV-B and IV-C. Developer agrees to construct the temporary cul-de-sac turning areas to a minimum of fifty feet in diameter.

IV. FIRE PROTECTION

The Developer shall design, install, and fully improve, to the standards of the City and the Florence Fire Protection District, all necessary facilities for fire protection to serve the property.

V. UNDERGROUND UTILITIES

All new utilities installed within the property shall be installed underground unless another form of installation is specifically approved by the Florence City Council, in advance.

VI. PERMANENT EASEMENTS

The Developer hereby agrees to dedicate to the City, free from all liens and encumbrances, all permanent easements for all utilities, storm drainage, water and sewer extensions, and streets upon the property.

VII. DEVELOPMENT BY PHASE

The Developer may develop Phase IV in not more than four phases referred to as Phase IV–A, Phase IV–B, Phase IV–C, and Phase IV–D, as more particularly described in the attached Exhibit B. When the word “phase” is used in this Agreement, it shall refer to these individual phases within Phase IV. Before the Developer commences construction of infrastructure improvements associated with any phase of the development, the Developer shall notify the City, in writing, of the date upon which construction will commence. Nothing contained in this Agreement shall prevent the Developer from commencing construction of the infrastructure improvements for more than one phase at a time or from commencing construction of the infrastructure improvements for subsequent phases prior to the completion of such construction in prior phases. The Developer shall have a period of eighteen months from the date of giving notice of commencement to the City within which to complete the infrastructure improvements required by this agreement for the phase relative to which notice has been given. The phases described in the attached Exhibit B may not be altered or amended without the express approval of the City Council.

VIII. RESTRICTION ON ISSUANCE OF BUILDING PERMITS

Except as otherwise permitted by this Agreement, in order to secure the performance of the obligations imposed on the Developer in this agreement, so long as any infrastructure improvements required within a phase under development by the Developer, or any part thereof, remain unfinished or unapproved by the City of Florence and other applicable agencies, the Developer shall not apply for any building permits for any lots within that phase and the City Building Inspector shall not issue any building permits for said lots. As to lots in phases not under development, the Developer shall not to apply for any building permits until notice of commencement of construction has been given to the City and all infrastructure improvements required for such phase have

been completed, inspected and approved by the City and all other applicable agencies.

IX. RELEASE OF RESTRICTION ON BUILDING PERMITS

Upon recommendation of the City Manager, the City Council may release the restriction on building permits on all or a part of the lots contained in a phase of the development prior to completion of the public improvements specified in this agreement and which are required for that phase, upon provision to the City of acceptable collateral to secure the completion of the required construction, as provided in the Subdivision Regulations of the City. The collateral may be in the form of an escrow deposit, performance bond, irrevocable letter of credit, or any other form acceptable to the City Council. The amount of collateral shall be not be less than 125% of the estimated cost of the construction of the public improvements, as estimated by the City Manager.

X. RELEASE OF COLLATERAL

Upon completion of all public improvements required in a phase under development and acceptance of those improvements by the City and all agencies having jurisdiction, the Developer may apply to the City Council for release of all or part of any collateral previously provided to cover the cost of those public improvements. Upon certification by the City Manager that the public improvements appurtenant to a phase under development have been completed and are in conformance with all applicable standards, the Council shall authorize the release of the collateral, except that the Council may withhold ten (10) percent of the collateral for a period not to exceed eighteen (18) months from the date upon which the Developer gave the City notice of commencement of construction of the phase, in order to insure that the improvements have been properly constructed. If such improvements have not been properly constructed within such time, the City may initiate proceedings for plat vacation as set forth in Article III, Section 4 of the City of Florence Subdivision Regulations, or may take such other legal action, without limitation, including applying the remaining collateral pledged by Developer to complete construction, or filing of an action for specific performance, or filing any other action based in law or equity as may be deemed necessary to insure completion of the public improvements.

XI. TIME OF COMPLETION

The Developer agrees to complete all public improvements within each phase within eighteen (18) months from the date of giving notice of commencement of construction within that phase to the City. If the improvements in a phase under development have not been completed or an extension of the time period has not been granted by the City Council, the City Council may initiate proceedings to vacate the plat, or those portions of the plat where improvements have not been completed, or may take such further action, without limitation, including the filing of an action for specific performance, as may be deemed necessary to insure completion of the public improvements, or including drawing upon any letter(s) of credit, security, or other surety provided.

XII. ACCEPTANCE OF PUBLIC IMPROVEMENTS BY CITY

The Developer agrees to properly service, maintain, and repair all public improvements until accepted by the City, State, or Sanitary District. Acceptance by the City shall be by resolution enacted by the City Council. Acceptance by the City shall occur only after one year has passed from the date of written approval by the City Manager of completion of all public improvements in that phase, and after at least sixty percent (60%) of the total number of lots within that phase have been developed and a Certificate of Occupancy for each has been issued by the City.

XIII. ORDINANCES AND REGULATIONS

The Developer shall abide by all ordinances and regulations of the City as they currently exist or as they may be amended from time-to-time. The Developer will further comply with all laws, ordinances, rules and regulations applicable to the property and its development, whether federal, state, or local.

XIV. RECORDING

This agreement shall be recorded with the Clerk and Recorder of Fremont County and constitute a covenant running with the land. This Agreement shall be binding on future successors and assigns of the Developer and all other persons hereinafter having any interest in the property.

XV. AMENDMENTS AND ASSIGNMENT

This Agreement may be amended or modified by the parties only by a written document making specific reference to this Agreement. This Agreement may be amended by the City with the prior, written consent of the Developer or subsequent property owners, so long as such an amendment affects only that owner's part of the property. Any such amendment or modification of this Agreement shall be recorded in the public records of Fremont County, shall be a covenant running with the land and shall be binding upon all persons or entities now or hereinafter having an interest in the property subject to the amendment, unless otherwise specified in the amendment. This Agreement may not be assigned by the Developer without the prior, written consent of the City, which consent may be withheld for any reason.

XVI. MISCELLANEOUS PROVISIONS

1. This Agreement shall be governed by the laws of the State of Colorado and shall bind and inure to the benefit of the parties, and their respective heirs, successors and assigns.
2. Should either party institute legal proceedings in connection with any controversy or dispute arising out of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees incurred in connection with such proceedings, including costs and fees incurred on appeal.
3. Each signatory to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of his or her

principal and that the Agreement is executed in that capacity.

4. The parties agree to give such further assurances, including the execution and delivery of such additional documents as are necessary to effectuate the purposes of this Agreement.

5. The City accepts no responsibility for, and makes no representations concerning, necessary federal, state, or other governmental permits or approvals which may be required in connection with the development of the property.

6. The Developer shall indemnify and hold the City harmless from, and shall defend the City against, any and all liability, responsibility or claims which may be made against the City and which arises out of the development of the property by the Developer or its successors in interest.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

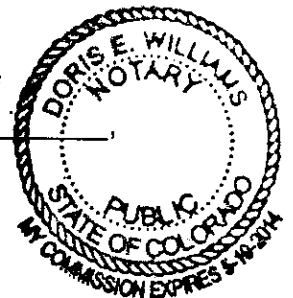
DEVELOPER:

Florence Venture, LLC

By: [Signature]
Member-Manager

STATE OF COLORADO
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 20th day of MAY, 2013 by DAN KUPFERER, Member-Manager of Florence Venture, LLC.



WITNESS my hand and official seal. [Signature]
Notary Public

My commission expires: 5/19/2014

CITY OF FLORENCE

By: [Signature]
Mayor

Attest: [Signature]
City Clerk



EXHIBIT "A"

LEGAL DESCRIPTION

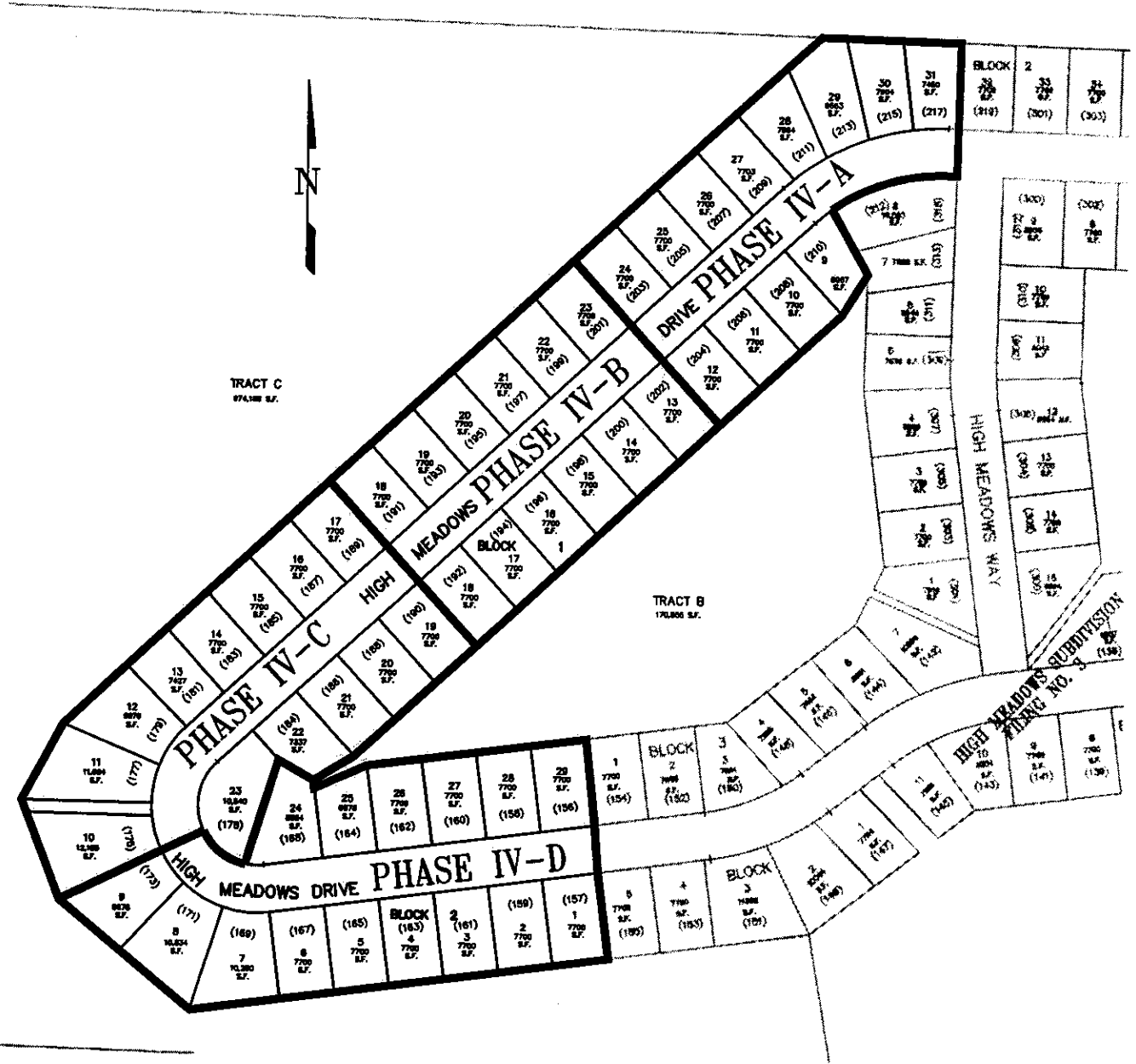
for

HIGH MEADOWS SUBDIVISION FILING NO. 4, PHASE IV
FLORENCE, COLORADO

A portion of Section 7, Township 19 South, Range 69 West of the 6th P.M., City of Florence, County of Fremont, State of Colorado, more specifically described as follows:

All of Lots 9 through 27, Block 1 and Lots 1 through 31, Block 2, HIGH MEADOWS SUBDIVISION FILING NO. 4 as recorded in Book 1337 at page 882 under Reception No. 685105 of the records of the Clerk and Recorder's Office in said Fremont County, Colorado.

EXHIBIT B HIGH MEADOWS SUBDIVISION FILING NO. 4, PHASE IV PHASING MAP - REVISED



SHEET 1 OF 1



Land Development Consultants, Inc.

PLANNING · ENGINEERING · SURVEYING

www.ldc-inc.com · TEL: (719) 528-8133 · FAX: (719) 528-6848

3898 MAIZELAND ROAD · COLORADO SPRINGS, CO 80909

DWN BY: RDG

DATE: 05/03/2013

CKD BY: DLK

REF. NO.:

REVISIONS

NO.	DESCRIPTION	DATE	BY

PROJECT NUMBER

94090.4



City of Florence

600 W. 3rd Street, Florence, Colorado 81226
(719) 784-4848 Fax (719) 784-0228
Email: planning@florencecolorado.org
www.cityofflorence.colorado.gov

Assignment and Acceptance

This Agreement is made and entered into by and between Firetree Development Corporation (hereinafter referred to as "Firetree"), with its principal place of business located at 6265 Lehman Drive, Suite 100, Colorado Springs, CO 80918, and the City of Florence (hereinafter referred to as "City"), collectively referred to as the "Parties".

Recitals

WHEREAS, Firetree's predecessor(s) in interests and the City are parties to the Subdivision Improvement Agreement related to the infrastructure improvements of High Meadows Subdivision Filing No. 4, Phase IV, which was signed on May 20, 2013 (hereinafter referred to as the "Original Agreement"), and is attached hereto and incorporated herein by reference; and

WHEREAS, the Original Agreement was recorded under Reception Number 907748 in the office of the Fremont County Clerk and Recorder; and

WHEREAS, the Parties wish to enter into this clarifying Assignment and Acceptance Agreement (hereinafter referred to as the "Assignment Agreement") to affirm and confirm the full assignment of interests, rights, duties, obligations, and liabilities from Firetree's predecessor(s) interest to Firetree, as detailed in the Original Agreement and as if Firetree had originally signed the same.

Agreement

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

1. **Assignment and Acceptance:** Firetree hereby accepts in full any and all of the interests, rights, duties, obligations, and liabilities of the Developer described in the Original Agreement. The City hereby accepts and approves Firetree's assumption of the same, in full.
2. **Waiver of Claims:** Firetree hereby waives any and all future claims, defenses, or injuries that could presently be asserted or may be asserted in the future, arising out of any allegations that Firetree was not properly assigned or did not fully assume the interests, rights, duties, obligations, and liabilities of the Developer in the Original Agreement.
3. **Indemnification:** Firetree agrees to indemnify and hold the City harmless from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs, and legal or other expenses that may arise from Firetree's failure to fulfill the duties, obligations, and liabilities assumed under this Assignment Agreement and the Original Agreement.
4. **No Modifications:** This Assignment Agreement shall not modify the terms of the Original Agreement except as expressly provided herein. All terms and conditions of the Original Agreement shall remain in full force and effect.
5. **Binding Effect:** This Assignment Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.



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6. **Governing Law:** This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions.
7. **Entire Agreement:** This Assignment Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.
8. **Amendment:** No amendment, modification, or supplement of any provisions of this Assignment Agreement or the Original Agreement shall be valid or effective unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first above written.

Firetree Development Corporation

By: _____

Brent L. Hawker, President

Date: _____

February 26, 2024

City of Florence

By: _____

Steve Wolfe, Mayor

Date: _____

[Attach Original Agreement]



CITY OF FLORENCE

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City Manager Report

February 15, 2024 – February 29, 2024

Meetings with agencies, boards, and committees:

- ***Coal Creek – February 22, 2024***
 - Met with representatives from the town of Coal Creek to discuss cost comps for water as part of the regional water agreement.
- ***Rockvale – February 26, 2024***
 - Met with representatives from the town of Rockvale to discuss cost comps for water as part of the regional water agreement.
- ***Regional Water Board – February 27, 2024***
 - Attended the monthly Regional Water Board meeting to discuss issues related to the Regional Water system.

Internal Meetings/Discussion/Projects

- Continuing to work with Amnet to develop a solution to the City's consistent phone system issues.
- 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.
- Working with Finance Director Cobler to create a user friendly version of the City's budget with additional content and context to be posted on the City's website in the upcoming weeks.
- 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 initial review.



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- Started the process of holistic Code revision. The Florence Municipal Code is intended to be a living document and is in need of significant update and structural changes. This will be an ongoing process, starting with the removal of redundant, contradictory, and/or outdated information. Eventually, the entire Code will go through the Code Revision process, making it into a more holistic, readable, and user-friendly document that reflects the current needs of the City of Florence. Some of the first associated revisions are currently scheduled for the April 1, 2024 City Council Meeting.