



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

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

- 1) **CALL TO ORDER & PLEDGE OF ALLEGIANCE**  
City Council Chambers, 600 W. 3rd Street, Florence, CO 81226
- 2) **ROLL CALL:**
  - Mayor Wolfe
  - Councilman Vanhoutan
  - Councilman Stiefel
  - Councilwoman Stone
  - Councilman Mergelman
  - Councilwoman Gardner
  - Councilwoman MacKinnon
- 3) **PRESENTATIONS**
  - a) Sexual Assault Awareness Month Proclamation
- 4) **PUBLIC COMMENTS**

Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion (three minutes).
- 5) **CONSENT AGENDA**
  - a) Meeting Minutes for March 18, 2024
  - b) Expenditure Approval for March 14, 2024, in the amount of \$83,705.07, March 21, 2024, in the amount of \$132,928.54, and for March 28, 2024, in the amount of \$93,189.66
- 6) **OLD BUSINESS**
  - a) Consider approving the second reading of Ordinance No. 2-2024 budgeting and appropriating additional sums of money for the Pool Park and Recreation Fund for the 2023 budget year
- 7) **NEW BUSINESS**
  - a) Consider adopting a Resolution adopting an Outside Agency Funding Requests Program for the City of Florence, Colorado
  - b) Consider adopting an Ordinance authorizing the lease agreement renewal for the Colorado State Patrol, Troop 2A
  - c) Consider adopting an Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission
  - d) Consider adopting an Ordinance adding Chapter 2.25 of the Florence Municipal Code relating to the Board of Zoning Adjustment

**8) COUNCIL UPDATES**

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

**9) EXECUTIVE SESSION(S):**

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

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

**10) ADJOURNMENT:** Adjournment until the next regular City Council Meeting  
Monday, April 15, 2024

**PROCLAMATION**  
**SEXUAL ASSAULT AWARENESS MONTH**  
**APRIL 2024**

**WHEREAS**, April is Sexual Assault Awareness Month and calls attention to the fact that sexual violence is widespread and impacts every person in Fremont County; and

**WHEREAS**, every day, women, men, and children across Colorado suffer the pain and trauma of sexual assault upon survivors and our communities; and

**WHEREAS**, this crime occurs far too frequently, goes unreported far too often, and leaves long-lasting physical and emotional scars; and

**WHEREAS**, during National Sexual Assault Awareness Month, we recommit ourselves to lifting the veil of secrecy and shame surrounding sexual violence, expanding support for victims, and strengthening our response; and

**WHEREAS**, sexual violence affects individuals of all ages, backgrounds, and circumstances; and

**WHEREAS**, as a community we share the responsibility for protecting each other from sexual assault, supporting victims when it does occur, and bringing perpetrators to justice; and

**WHEREAS**, at every level, we must work to provide necessary resources to victims of every circumstance including medical attention, mental health services, relocation and housing assistance, and advocacy during the criminal justice process; and

**WHEREAS**, Florence Colorado can come together to increase awareness about sexual violence, decrease its frequency hold offenders accountable, support victims, and heal lives;

**NOW, THEREFORE, LET IT BE PROCLAIMED** City Council of Florence, Colorado, that the month of April 2024 is hereby designated as Sexual Assault Awareness Month in Florence Colorado and hereby urge the community to work together to educate themselves about sexual violence prevention to support survivors, and speak out against harmful attitudes and actions.

Signed this \_\_\_\_\_ day of April 2024.

CITY OF FLORENCE, CO

BY: \_\_\_\_\_  
Florence Mayor

\_\_\_\_\_  
ATTEST, City Clerk



**FLORENCE CITY COUNCIL**  
**Regular Meeting Minutes**  
**Monday, March 18, 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	Absent
Councilman Stiefel	Present
Councilwoman Stone	Present
Councilman Mergelman	Present
Councilwoman Gardner	Present
Councilwoman MacKinnon	Present

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

**3) PUBLIC COMMENTS**

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

Cathey Young- 220 East 6<sup>th</sup>  
Recapped the Tree Workshop and Tree Board projects.

Kathy Madonna- 504 Brookeway  
Requested the City Council change the ordinance regarding tree ownership, and inquired about periodic Humane Society reports. She also questioned if the 3 Rocks Street Assessment Project would include previously conducted plans and assessments.

Kati Schleibler- 609 West 2<sup>nd</sup>  
Requested the City Council rewrite the tree ownership ordinance to protect the citizens.

Jenny Miley- Ward 3  
Questioned local nonprofits' eligibility to receive ARPA funding, and the process City Council uses to distribute and award funds.

Christina James- Owner of Quincy's  
Voiced concerns over the Junktique and Car Show street closures. She shared appreciation for the modifications to the application and hoped to be included in the process next year.

Sue Tierney- 111 West Main Street, Florence Merchants Association President  
Introduced herself and elaborated on the goals of the Merchants Association.

**4) CONSENT AGENDA**

- a) Meeting Minutes for March 4, 2024
- b) Expenditure Approval for March 7, 2024, in the amount of \$42,385.34
- c) Special Event Permit: Florence Pioneer Museum
- d) Consider authorizing the City Manager to enter into an agreement with Core & Main for the purchase of pipe for Schedule C of the North Pike's Peak water main project
- e) Consider authorizing the City Manager to enter into an agreement with 3 Rocks Engineering & Surveying for the purpose of conducting a street assessment
- f) Consider authorizing the purchase of a replacement pool boiler from Johnny's Plumbing Hydronics CO.
- g) Consider approving amendment 2-02 pursuant to Professional Services Agreement Task Order No.2 with CH2M Hill Engineers, Inc. for the provision of general engineering services
- h) Consider approving amendment 3 pursuant to the Standard Master Agreement for Professional Services with CH2M Hill Engineers, Inc. regarding the rate schedule for CH2M Hill Engineers, Inc.

Mayor Wolfe requested to remove item 4f from the Consent Agenda.

Councilor Stone motioned to approve the Consent Agenda, excluding item 4f. Councilor Gardner seconded. Councilor MacKinnon abstained. With the Councilmembers voting in favor of the motion, the motion carried.

Mayor Wolfe requested more information on the pool boiler and why the City didn't select the lowest boiler bid.

City Manager Amy Nasta explained that the lowest bid would require construction to the existing pool building due to the boiler's footprint. The City's selection is a more efficient model and requires no building construction.

Councilor Mergelman motioned to authorize the City Manager to purchase a pool boiler from Johnny's Plumbing & Hydronics Co. in the amount of \$46,404.00, plus a ten percent (10%) contingency, for a total of \$51,044.00. Councilor MacKinnon seconded. With the Councilmembers voting in favor of the motion, the motion carried.

**5) OLD BUSINESS**

- a) Street Closure Request: Florence Chamber of Commerce

City Clerk Cortlyne Huppe met with the Chamber of Commerce City Council representative, Councilor Stone, and noted the Junktique and Car Show application alterations.

Councilor Mergelman confirmed Petroleum Avenue would be accessible for Junktique and the Car Show.

Joel Elliot- Florence Chamber of Commerce President  
Elaborated on the efforts to increase parking potential for the local businesses while also providing safe access for emergency vehicles.

Kathy Madonna- 504 Brookeway

Thanked Sue, Joen, and Christina for their cooperation to have a successful event.

Motion to approve the Street Closure Request Forms for the Florence Chamber of Commerce, contingent upon proof of receipt of Special Event coverage: Councilor Stone

Seconded by: Councilor Mergelman

4 Ayes, 2 Abstain MacKinnon & Stiefel

Motion passed: 4 – 0

- b) Second Reading of 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.

City Manager Nasta reiterated the item is for the second reading of the previously passed ordinance where Planning Director Ashley Fox found a discrepancy in the municipal code.

Motion to 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: Councilor MacKinnon

Seconded by: Councilor Gardner

6 Ayes

Motion passed: 6 – 0

**6) NEW BUSINESS**

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

City Manager Nasta noted the need to amend the budget due to expenditures exceeding the appropriations for the Pool, Park and Recreation Fund. The Pool, Park, and Recreation Fund exceeded expenditures due to an increase in salaries, hiring costs, repair and maintenance, and electricity for Wilcox Park. The expenditures were important to the continuity of the Municipal Pool and provided a safe environment for patrons and staff.

Mayor Wolfe questioned where the additional money would come from.

City Manager Nasta stated the funds are available from the fund balance that carryover revenues.

Councilor Mergelman questioned if being the only swimming pool in the area had any effect on the expenditures.

City Clerk Huppe stated it did not.

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

Seconded by: Councilor Stone

6 Ayes

Motion passed: 6 – 0

7) **COUNCIL UPDATES**

a) City Council Reports

Councilor Stiefel, Councilor MacKinnon and Councilor Gardner thanked Public Works Director Sam Elstun and crew for their storm work.

Councilor Mergelman attended the RE-2 Superintendent Meet and Greet, County Planning Commission, BOZA, Florence Arts Council, July 4<sup>th</sup> meeting, Mayor's Round Table, and the regional safe streets meeting for grant funding.

Councilor Gardner is preparing for the Pioneer Day festivities.

Councilor Stone attended the Chamber of Commerce meeting, and noted the new business ribbon cuttings for Chips Y Salsa and Goal Academy on Main Street.

Mayor Wolfe attended the July 4<sup>th</sup> meeting, and announced that the Frady Catz would be playing in the park this year. He confirmed Spring Clean Up would be April 15-19, and also met with UAACOG on the safe streets meeting for grant funding. Mayor Wolfe attended the Mayors Round Table, and raved about Judge Allen and Court Clerk Lynn Rae for their support towards other municipal courts. He elaborated on RE-2, Canon City and Fremont County projects, and announced the Hall of Fame Randy Gradishar event at the Florence Junior/Senior High School on Thursday, April 18 at 6 p.m.

b) City Manager Reports

City Manager Nasta thanked Public Works and the Police Department for their emergency management response during the snowstorm.

City Attorney Dan Findlay had no report.

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, April 1, 2024

Councilor Stiefel motioned to adjourn the meeting. Councilor Gardner 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
149	ROCKY MOUNTAIN BANK	FEBRUARY	0241505550	Bank Fees	1	03/01/2024	1,145.29	.00	1,145.29	20240311	03/11/2024
Total 149:							1,145.29	.00	1,145.29		
201	ATMOS ENERGY	3017912536	0444151900	pool	1	03/07/2024	50.58	.00	50.58	20240311	03/11/2024
Total 201:							50.58	.00	50.58		
332	Pueblo Dept of Public Heal	FEB 2023	0243707810	WATER TESTING	1	03/07/2024	170.00	.00	170.00	45187	03/14/2024
Total 332:							170.00	.00	170.00		
341	RAINBOW DITCH COMPA	2024110	0243807990	Correction to Assessments	1	03/12/2024	1,485.00	.00	1,485.00	45189	03/14/2024
Total 341:							1,485.00	.00	1,485.00		
861	CIRSA	W24236	0143101960	DEDUCTIBLE WC	1	03/11/2024	500.00	.00	500.00	20240311	03/13/2024
Total 861:							500.00	.00	500.00		
923	ALSCO	LDEN290311	0140608750	MATS	1	03/13/2024	56.20	.00	56.20	45182	03/14/2024
Total 923:							56.20	.00	56.20		
1455	SAN ISABEL SERVICES	U0066192	0243658850	Mtn Park	1	03/12/2024	316.10	.00	316.10	45191	03/14/2024
Total 1455:							316.10	.00	316.10		
1678	AIRGAS USA, LLC	5506516654	0143103500	Lease renewal	1	03/01/2024	287.04	.00	287.04	45181	03/14/2024
Total 1678:							287.04	.00	287.04		
1718	BLACK HILLS ENERGY	0143107540	0143107540	STREET LIGHTS	1	03/08/2024	1,265.47	.00	1,265.47	20243136	03/13/2024
		0872425770	0243507640	NEW EAW WATER PUMP	1	03/05/2024	9,866.80	.00	9,866.80	20243151	03/13/2024
		1645566418	0243557650	2 MG TANK	1	03/08/2024	18.77	.00	18.77	20243133	03/13/2024
		2010553787	0243557693	BULK WATER STATION	1	03/08/2024	390.02	.00	390.02	20243140	03/13/2024
		2273109055	1446602600	CONCESSION STAND	1	03/08/2024	20.60	.00	20.60	20243132	03/13/2024



Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		2439373063	0243507600	MINNEQUA CANAL PUMP	1	03/05/2024	4,401.75	.00	4,401.75	20243144	03/13/2024
		2985218401	0140608510	CITY SHOP	1	03/05/2024	295.12	.00	295.12	20243148	03/13/2024
		3075375677	0145207830	QUARTZ PARK	1	03/05/2024	14.07	.00	14.07	20243154	03/13/2024
		4125488554	0243557670	SOUTH PLANT	1	03/08/2024	330.79	.00	330.79	20243135	03/13/2024
		4240921842	0143107540	STREET LIGHTS	1	03/08/2024	1,011.32	.00	1,011.32	20243141	03/13/2024
		4388081497	0145207830	SKATE PARK	1	03/08/2024	108.50	.00	108.50	20243138	03/13/2024
		5372636848	0243507620	W PUMP STATION	1	03/05/2024	425.61	.00	425.61	20243145	03/13/2024
		5427493790	0145207830	TRIANGLE PARK	1	03/08/2024	14.07	.00	14.07	20243139	03/13/2024
		5509677786	1446602600	WILCOX LIGHTS	1	03/08/2024	28.80	.00	28.80	20243131	03/13/2024
		5796648483	0140608751	MUNI CENTER	1	03/08/2024	2,777.64	.00	2,777.64	20243134	03/13/2024
		6649764712	0243557660	S RESERVOIR PUMP	1	03/08/2024	13.68	.00	13.68	20243142	03/13/2024
		6887028421	0140608632	N PLANT	1	03/05/2024	296.20	.00	296.20	20243147	03/13/2024
		7296507422	0243557690	NEWLIN CABIN	1	03/08/2024	223.05	.00	223.05	20243143	03/13/2024
		7723236321	0243557675	NEW SOUTH PLANT	1	03/08/2024	9,157.75	.00	9,157.75	20243137	03/13/2024
		7844257155	0243507650	PUMP @ RIVER	1	03/05/2024	1,446.36	.00	1,446.36	20243146	03/13/2024
		8890269732	0145207830	PIONEER PARK	1	03/05/2024	74.24	.00	74.24	20243150	03/13/2024
		9423297176	0145207830	PAVILION	1	03/05/2024	24.85	.00	24.85	20243153	03/13/2024
		9740686534	0444151800	POOL	1	03/05/2024	22.89	.00	22.89	20243152	03/13/2024
Total 1718:							32,228.35	.00	32,228.35		
1805	ACORN PETROLEUM	FEB 2024 G	0142104000	GASOLINE Police	1	02/29/2024	1,807.08	.00	.00	20240311	Multiple
		FEB 2024 G	0143104000	GASOLINE - Streets	2	02/29/2024	2,787.01	.00	.00	20240311	Multiple
		FEB 2024 G	0144204000	GASOLINE - Cemetery	3	02/29/2024	23.22	.00	.00	20240311	Multiple
		FEB 2024 G	0145203900	GASOLINE - Parks	4	02/29/2024	108.90	.00	.00	20240311	Multiple
		FEB 2024 G	0243707850	GASOLINE - Water	5	02/29/2024	432.71	.00	.00	20240311	Multiple
		FEB 2024 G	0142104000	GASOLINE Police	6	02/29/2024	1,807.08-				
		FEB 2024 G	0143104000	GASOLINE - Streets	7	02/29/2024	2,787.01-				
		FEB 2024 G	0144204000	GASOLINE - Cemetery	8	02/29/2024	23.22-				
		FEB 2024 G	0145203900	GASOLINE - Parks	9	02/29/2024	108.90-				
		FEB 2024 G	0243707850	GASOLINE - Water	10	02/29/2024	432.71-				
Total 1805:							.00	.00	.00		
1927	HEATING & PLUMBING E	MARCH 202	0140608420	Prevention	1	03/13/2024	306.50	.00	306.50	45184	03/14/2024
Total 1927:							306.50	.00	306.50		
1958	XEROX CORP	020838827	0241503700	water Dept	1	03/01/2024	23.94	.00	23.94	45193	03/14/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1958:							23.94	.00	23.94		
2104	UMB Card Services	BARTH FEB 0142107410		ALS Technologies- training	1	02/01/2024	795.00	.00	795.00	45192	03/14/2024
		BARTH FEB 0142103100		Det software	2	02/01/2024	125.00	.00	125.00	45192	03/14/2024
		BARTH FEB 0142103100		bill of sales	3	02/01/2024	55.44	.00	55.44	45192	03/14/2024
		BARTH FEB 0142103100		Certiifed mail	4	02/01/2024	5.10	.00	5.10	45192	03/14/2024
		BARTH FEB 0142103100		Certified mail	5	02/01/2024	8.73	.00	8.73	45192	03/14/2024
		BARTH FEB 0142103100		office supplies	6	02/01/2024	44.98	.00	44.98	45192	03/14/2024
		BARTH FEB 0142103100		blood kits	7	02/01/2024	121.42	.00	121.42	45192	03/14/2024
		BARTH FEB 0142103100		table for recruit	8	02/01/2024	54.00	.00	54.00	45192	03/14/2024
		BARTH FEB 0142103100		supplies	9	02/01/2024	25.99	.00	25.99	45192	03/14/2024
		COBLER FE 0141503000		Donuts	1	02/01/2024	16.56	.00	16.56	45192	03/14/2024
		COBLER FE 0141502300		drug testing	2	02/01/2024	21.50	.00	21.50	45192	03/14/2024
		COBLER FE 0141502300		drug testing	3	02/01/2024	234.00	.00	234.00	45192	03/14/2024
		COBLER FE 0241505000		internet water plant	4	02/01/2024	70.16	.00	70.16	45192	03/14/2024
		COBLER FE 0141503000		Adobe subscriptions	5	02/01/2024	29.99	.00	29.99	45192	03/14/2024
		ELSTUN FE 0145204560		bolt hook	1	02/01/2024	19.98	.00	19.98	45192	03/14/2024
		EVANS FEB 0143104500		white diesel	1	02/01/2024	17.04	.00	17.04	45192	03/14/2024
		EVANS FEB 0144204500		batteries	2	02/01/2024	135.40	.00	135.40	45192	03/14/2024
		EVANS FEB 0142104600		brake parts	3	02/01/2024	337.87	.00	337.87	45192	03/14/2024
		EVANS FEB 0243707861		light sockets	4	02/01/2024	39.60	.00	39.60	45192	03/14/2024
		EVANS FEB 0144204500		oil filters/ oil	5	02/01/2024	28.02	.00	28.02	45192	03/14/2024
		EVANS FEB 0144204500		belts/deck	6	02/01/2024	310.69	.00	310.69	45192	03/14/2024
		EVANS FEB 0143104500		head light adjuster	7	02/01/2024	8.78	.00	8.78	45192	03/14/2024
		EVANS FEB 0143104500		sealed beam light	8	02/01/2024	14.32	.00	14.32	45192	03/14/2024
		EVANS FEB 0143104500		Check valve	9	02/01/2024	337.16	.00	337.16	45192	03/14/2024
		EVANS FEB 0143104500		keys 5	10	02/01/2024	17.50	.00	17.50	45192	03/14/2024
		EVANS FEB 0142104600		oil or PD chevy	11	02/01/2024	179.76	.00	179.76	45192	03/14/2024
		EVANS FEB 0144204500		Chain saw service kit	12	02/01/2024	21.99	.00	21.99	45192	03/14/2024
		EVANS FEB 0143104500		Chains	13	02/01/2024	77.97	.00	77.97	45192	03/14/2024
		EVANS FEB 0143104500		spark plugs	14	02/01/2024	44.40	.00	44.40	45192	03/14/2024
		EVANS FEB 0143104500		trailer connector	15	02/01/2024	86.98	.00	86.98	45192	03/14/2024
		EVANS FEB 0143104500		spark plugs	16	02/01/2024	22.16	.00	22.16	45192	03/14/2024
		EVANS FEB 0143104500		return parts	17	02/01/2024	22.16	.00	22.16	45192	03/14/2024
		EVANS FEB 0143104500		Chsin saw parts	18	02/01/2024	146.95	.00	146.95	45192	03/14/2024
		EVANS FEB 0243707861		brake clean	19	02/01/2024	41.88	.00	41.88	45192	03/14/2024
		EVANS FEB 0143104500		wd40	20	02/01/2024	16.98	.00	16.98	45192	03/14/2024
		EVANS FEB 0143104500		spark plugs	21	02/01/2024	58.20	.00	58.20	45192	03/14/2024
		EVANS FEB 0243707861		brake clean	22	02/01/2024	83.76	.00	83.76	45192	03/14/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		EVANS FEB 0143104500		electrical grease	23	02/01/2024	15.99	.00	15.99	45192	03/14/2024
		EVANS FEB 0143104500		spark plugs	24	02/01/2024	31.04	.00	31.04	45192	03/14/2024
		EVANS FEB 0143104500		straighten forks	25	02/01/2024	828.69	.00	828.69	45192	03/14/2024
		EVANS FEB 0142104600		battery	26	02/01/2024	205.09	.00	205.09	45192	03/14/2024
		EVANS FEB 0145204500		service kit for blower	27	02/01/2024	59.97	.00	59.97	45192	03/14/2024
		EVANS FEB 0142104600		resevoir cap	28	02/01/2024	3.93	.00	3.93	45192	03/14/2024
		EVANS FEB 0142104600		fuel pump	29	02/01/2024	192.72	.00	192.72	45192	03/14/2024
		EVANS FEB 0142104600		global fuel clips	30	02/01/2024	10.12	.00	10.12	45192	03/14/2024
		FOX FEB 20 0144007400		6 color maps 24x36	1	02/01/2024	58.54	.00	58.54	45192	03/14/2024
		HARRIS FEB 0243707711		Lenovo Tablet for operator	1	02/01/2024	425.57	.00	425.57	45192	03/14/2024
		HARRIS FEB 0243707711		Carry case for lenovo table	2	02/01/2024	18.99	.00	18.99	45192	03/14/2024
		HARRIS FEB 0243707711		protective carry bags for ne	3	02/01/2024	86.37	.00	86.37	45192	03/14/2024
		HARRIS FEB 0243707711		tablet hard case	4	02/01/2024	18.99	.00	18.99	45192	03/14/2024
		HARRIS FEB 0243658760		valves and skimmer for swt	5	02/01/2024	18.98	.00	18.98	45192	03/14/2024
		HARRIS FEB 0243707711		tablet hard case	6	02/01/2024	18.99	.00	18.99	45192	03/14/2024
		HARRIS FEB 0243707800		water treatment class for s	7	02/01/2024	100.00	.00	100.00	45192	03/14/2024
		HARRIS FEB 0144007400		binder for vehicle logs plan	8	02/01/2024	31.98	.00	31.98	45192	03/14/2024
		HARRIS FEB 0243707800		Crwa conference brandon	9	02/01/2024	640.00	.00	640.00	45192	03/14/2024
		HARRIS FEB 0243707711		tablets for operators	10	02/01/2024	698.00	.00	698.00	45192	03/14/2024
		HARRIS FEB 0144007400		binder for vehicle logs plan	11	02/01/2024	34.00	.00	34.00	45192	03/14/2024
		HARRIS FEB 0144007400		magnifiers for planning dep	12	02/01/2024	34.98	.00	34.98	45192	03/14/2024
		HARRIS FEB 0144007400		magnifiers for planning dep	13	02/01/2024	34.98	.00	34.98	45192	03/14/2024
		HUMPHREY 0142104600		Car wash	1	02/01/2024	3.25	.00	3.25	45192	03/14/2024
		HUPPE FEB 0141503000		marketing/design program	1	02/01/2024	119.99	.00	119.99	45192	03/14/2024
		HUPPE FEB 0141505750		AdA training	2	02/01/2024	138.22	.00	138.22	45192	03/14/2024
		HUPPE FEB 0143107410		AdA training	3	02/01/2024	138.22	.00	138.22	45192	03/14/2024
		HUPPE FEB 0141503000		City asset evaluation/fix	4	02/01/2024	84.61	.00	84.61	45192	03/14/2024
		HUPPE FEB 0141506500		mayors round table	5	02/01/2024	13.92	.00	13.92	45192	03/14/2024
		HUPPE FEB 0141506500		Daily record subscription	6	02/01/2024	6.00	.00	6.00	45192	03/14/2024
		HUPPE FEB 0141506500		birthday cards/ mayors rou	7	02/01/2024	42.30	.00	42.30	45192	03/14/2024
		HUPPE FEB 0141502300		birthday giftcrds	8	02/01/2024	83.00	.00	83.00	45192	03/14/2024
		HUPPE FEB 0141503000		shred america subscription	9	02/01/2024	70.07	.00	70.07	45192	03/14/2024
		HUPPE FEB 0141502300		background check	10	02/01/2024	6.00	.00	6.00	45192	03/14/2024
		HUPPE FEB 0141506500		ice for mayors round table	11	02/01/2024	6.66	.00	6.66	45192	03/14/2024
		HUPPE FEB 0141206000		Court clerk subscription	12	02/01/2024	50.00	.00	50.00	45192	03/14/2024
		INGLE FEB 2 0142103100		tow mailings	1	02/01/2024	10.16	.00	10.16	45192	03/14/2024
		INGLE FEB 2 0142104600		tie downs tow	2	02/01/2024	59.48	.00	59.48	45192	03/14/2024
		INGLE FEB 2 0142104600		power converter	3	02/01/2024	69.05	.00	69.05	45192	03/14/2024
		JACKSON F 0243707810		shipping for samples	1	02/01/2024	207.88	.00	207.88	45192	03/14/2024
		JACKSON F 0243807910		parts for back flow	2	02/01/2024	263.92	.00	263.92	45192	03/14/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		JACKSON F 0249509019		parts for v notch weir	3	02/01/2024	91.99	.00	91.99	45192	03/14/2024
		JACKSON F 0444152200		play sand for pool filters	4	02/01/2024	47.64	.00	47.64	45192	03/14/2024
		JACKSON F 0243659999		misc parts	5	02/01/2024	83.95	.00	83.95	45192	03/14/2024
		JACKSON F 0444151700		pool filter parts	6	02/01/2024	1,364.45	.00	1,364.45	45192	03/14/2024
		KELSO FEB 0144203500		spray paint for cattleguard	1	02/01/2024	26.97	.00	26.97	45192	03/14/2024
		KLINE FEB 2 0142104600		Car wash	1	02/01/2024	4.75	.00	4.75	45192	03/14/2024
		LANCASTER 0143103500		key chains	1	02/01/2024	10.48	.00	10.48	45192	03/14/2024
		LANCASTER 0143103500		Door locks shop	2	02/01/2024	300.00	.00	300.00	45192	03/14/2024
		LANCASTER 0143103500		Charger car	3	02/01/2024	17.00	.00	17.00	45192	03/14/2024
		LANCASTER 0143104500		Door latch	4	02/01/2024	10.99	.00	10.99	45192	03/14/2024
		LANCASTER 1743107565		4 sheets plywood	5	02/01/2024	176.60	.00	176.60	45192	03/14/2024
		LANCASTER 1743107565		rebar	6	02/01/2024	69.52	.00	69.52	45192	03/14/2024
		LANCASTER 0243807950		Custodian fire wrenches	7	02/01/2024	933.40	.00	933.40	45192	03/14/2024
		MARTINEZ F 0243707890		pointman	1	02/01/2024	923.00	.00	923.00	45192	03/14/2024
		MARTINEZ F 0143103500		marking paint	2	02/01/2024	328.73	.00	328.73	45192	03/14/2024
		MARTINEZ F 1743107510		Culvert supplies	3	02/01/2024	430.46	.00	430.46	45192	03/14/2024
		MONTOYA F 0142104600		Car wash	1	02/01/2024	14.00	.00	14.00	45192	03/14/2024
		NASTA FEB 0141503000		Adobe subscriptions	1	02/01/2024	19.99	.00	19.99	45192	03/14/2024
		PRICKETT F 0142103100		Officer recruiting	1	02/01/2024	180.00	.00	180.00	45192	03/14/2024
		RUDNIK FEB 0142107410		food training	1	02/01/2024	.00	.00	.00		
		RUDNIK FEB 0142107410		16.16	2	02/01/2024	18.73	.00	18.73	45192	03/14/2024
		RUDNIK FEB 0142107410		Credit	3	02/01/2024	14.76-	.00	14.76-	45192	03/14/2024
		RUDNIK FEB 0142107410		room training	4	02/01/2024	212.76	.00	212.76	45192	03/14/2024
		RUDNIK FEB 0142107410		food training	5	02/01/2024	13.18	.00	13.18	45192	03/14/2024
		RUDNIK FEB 0142107410		food training	6	02/01/2024	13.33	.00	13.33	45192	03/14/2024
		RUDNIK FEB 0142107410		food training	7	02/01/2024	18.03	.00	18.03	45192	03/14/2024
		RUDNIK FEB 0142107410		food training	8	02/01/2024	16.16	.00	16.16	45192	03/14/2024
		RUDNIK FEB 0142107410		room training	9	02/01/2024	196.00	.00	196.00	45192	03/14/2024
		RUDNIK FEB 0142107410		gas patrol vehicle	10	02/01/2024	49.86	.00	49.86	45192	03/14/2024
		RUDNIK FEB 0142104600		Car wash	11	02/01/2024	6.00	.00	6.00	45192	03/14/2024
		RUDNIK FEB 0142104600		Car wash	12	02/01/2024	3.00	.00	3.00	45192	03/14/2024
		SMITH FEB 0145203700		pVC Parts	1	02/01/2024	23.84	.00	23.84	45192	03/14/2024
		SMITH FEB 0145203700		pvc parts	2	02/01/2024	33.84	.00	33.84	45192	03/14/2024
		SMITH FEB 0145203700		return	3	02/01/2024	50-	.00	50-	45192	03/14/2024
		SMITH FEB 0145203700		pvc parts	4	02/01/2024	3.16	.00	3.16	45192	03/14/2024
		SMITH FEB 0145203700		space heater	5	02/01/2024	31.99	.00	31.99	45192	03/14/2024
		SMITH FEB 0145203600		pressure tank	6	02/01/2024	289.00	.00	289.00	45192	03/14/2024
		SOLANO FE 0142103100		batteries	1	02/01/2024	11.60	.00	11.60	45192	03/14/2024
		WERTSBAU 0243707845		misc supplies	1	02/01/2024	49.26	.00	49.26	45192	03/14/2024
		WERTSBAU 0243658760		flow control valve	2	02/01/2024	1,143.83	.00	1,143.83	45192	03/14/2024

Check issue dates: 3/11/2024 - 3/14/2024

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Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		WERTSBAU	0243302000	work boots	3	02/01/2024	179.99	.00	179.99	45192	03/14/2024
		WERTSBAU	0243658760	tank level sensor	4	02/01/2024	1,777.78	.00	1,777.78	45192	03/14/2024
		WERTSBAU	0243658760	badger meter board	5	02/01/2024	1,027.71	.00	1,027.71	45192	03/14/2024
		WERTSBAU	0243302000	work shirts embroidery	6	02/01/2024	12.00	.00	12.00	45192	03/14/2024
		WERTSBAU	0243707845	Council plant tour	7	02/01/2024	87.43	.00	87.43	45192	03/14/2024
		WERTSBAU	0243658760	plumbing fittings	8	02/01/2024	22.93	.00	22.93	45192	03/14/2024
		WINTERS F	0142104600	Car wash	1	02/01/2024	13.50	.00	13.50	45192	03/14/2024
Total 2104:							18,847.32	.00	18,847.32		
2614	Amnet Inc.	18226	0141505600	admin	1	02/15/2024	807.83	.00	807.83	20240311	03/13/2024
		18226	0141506600	admin cybersecurity	2	02/15/2024	255.45	.00	255.45	20240311	03/13/2024
		18226	0141505600	court	3	02/15/2024	115.28	.00	115.28	20240311	03/13/2024
		18226	0241505600	water	4	02/15/2024	4,571.96	.00	4,571.96	20240311	03/13/2024
		18226	0241506600	water cybersecurity monthl	5	02/15/2024	1,796.57	.00	1,796.57	20240311	03/13/2024
		18226	0142105050	police	6	02/15/2024	1,886.07	.00	1,886.07	20240311	03/13/2024
		18226	0142106600	police	7	02/15/2024	1,071.98	.00	1,071.98	20240311	03/13/2024
		18226	0142105050	pw	8	02/15/2024	547.58	.00	547.58	20240311	03/13/2024
		18226	0444152300	pool firewall	9	02/15/2024	200.00	.00	200.00	20240311	03/13/2024
		18226	0141306000	executive	10	02/15/2024	115.28	.00	115.28	20240311	03/13/2024
Total 2614:							11,368.00	.00	11,368.00		
2693	CH2M Hill Engineers, Inc.	D3728000-00	0243707890	Task Order 5 North Pike P	1	03/13/2024	5,164.31	.00	5,164.31	45183	03/14/2024
Total 2693:							5,164.31	.00	5,164.31		
3115	Rocco F. Meconi, PC	CITY PROSE	0141203700	Feb 2024 Prosecutor	1	02/29/2024	1,111.50	.00	1,111.50	45190	03/14/2024
Total 3115:							1,111.50	.00	1,111.50		
3171	PVS DX INC.	737000750-2	0243458510	Sodium Hypo 10%	1	03/11/2024	6,789.44	.00	6,789.44	45188	03/14/2024
Total 3171:							6,789.44	.00	6,789.44		
3175	Mathew L Little, Jr	METAL DOO	0140608530	2 Metal door replacements	1	01/05/2024	3,500.00	.00	.00	45172	Multiple
		METAL DOO	0140608530	2 Metal door replacements	2	01/05/2024	3,500.00	.00			
		SHOP DOOR	0140608530	2 Metal door replacements	1	01/05/2024	3,500.00	.00	3,500.00	45185	03/14/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3175:							3,500.00	.00	3,500.00		
3181	Payton Kline	PER DIEM F	0142105700	PER DIEM FTO TRAINING	1	03/13/2024	355.50	.00	355.50	45186	03/14/2024
Total 3181:							355.50	.00	355.50		
Grand Totals:							83,705.07	.00	83,705.07		

Report Criteria:  
Detail report type printed

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 Detail report type printed

Vendor Number	Vendor Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
201	ATMOS ENERGY	3016435394	0140608751	MUNI CENTER	1	03/08/2024	1,118.87	.00	1,118.87	20240318	03/18/2024
		3016936816	0243607710	Filtration Plant	1	03/08/2024	703.46	.00	703.46	20240318	03/18/2024
Total 201:							1,822.33	.00	1,822.33		
245	KRASSA & MILLER, LLC	FEB 2024	0243707890	LEGAL FEES	1	02/01/2024	637.60	.00	637.60	45201	03/21/2024
							Total 245:		637.60	.00	637.60
263	L L JOHNSON DISTRIBUT	8133804-00	0145203800	Rotor Turf	1	03/05/2024	1,099.50	.00	1,099.50	45202	03/21/2024
							Total 263:		1,099.50	.00	1,099.50
861	CIRSA	240785	0141106700	2ND QTR CHANGES PC	1	04/01/2024	36,317.63	.00	36,317.63	20240320	03/20/2024
		240785	0243706700	2ND QTR CHANGES PC	2	04/01/2024	23,287.86	.00	23,287.86	20240320	03/20/2024
		W24279	0141101960	2ND QRT WC CHARGES	1	04/01/2024	31.92	.00	31.92	20240320	03/20/2024
		W24279	0142101960	2ND QRT WC CHARGES	2	04/01/2024	20.33	.00	20.33	20240320	03/20/2024
		W24279	0141301960	2ND QRT WC CHARGES	3	04/01/2024	34.85	.00	34.85	20240320	03/20/2024
		W24279	0141501960	2ND QRT WC CHARGES	4	04/01/2024	114.72	.00	114.72	20240320	03/20/2024
		W24279	0142101960	2ND QRT WC CHARGES	5	04/01/2024	5,162.56	.00	5,162.56	20240320	03/20/2024
		W24279	0143101960	2ND QRT WC CHARGES	6	04/01/2024	5,329.57	.00	5,329.57	20240320	03/20/2024
		W24279	0144001960	2ND QRT WC CHARGES	7	04/01/2024	104.56	.00	104.56	20240320	03/20/2024
		W24279	0144201960	2ND QRT WC CHARGES	8	04/01/2024	1,007.85	.00	1,007.85	20240320	03/20/2024
		W24279	0145201960	2ND QRT WC CHARGES	9	04/01/2024	200.40	.00	200.40	20240320	03/20/2024
W24279	0243301960	2ND QRT WC CHARGES	10	04/01/2024	2,015.65	.00	2,015.65	20240320	03/20/2024		
W24279	0444151960	2ND QRT WC CHARGES	11	04/01/2024	499.56	.00	499.56	20240320	03/20/2024		
Total 861:							74,127.46	.00	74,127.46		
923	ALSCO	LDEN290311	0144202000	UNIFORM RENTAL-Street	1	03/13/2024	127.67	.00	127.67	45195	03/21/2024
		LDEN290311	0144202000	UNIFORM RENTAL - Cem	2	03/13/2024	11.33	.00	11.33	45195	03/21/2024
Total 923:							139.00	.00	139.00		
1253	AT & T MOBILITY	2872703950	0241505000	Water Tower	1	03/05/2024	84.96	.00	84.96	45196	03/21/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1253:							84.96	.00	84.96		
1288	JOHNNY'S PLUMBING	5449- POOL	0444152200	Pool Bolier Replacement 2	1	03/19/2024	32,368.00	.00	32,368.00	45200	03/21/2024
Total 1288:							32,368.00	.00	32,368.00		
1455	SAN ISABEL SERVICES	U0066208	0243658790	SOUth Plant Propane	1	03/18/2024	1,128.10	.00	1,128.10	45204	03/21/2024
		U0066209	0140608610	CEMETERY PROPANE	1	03/18/2024	353.41	.00	353.41	45204	03/21/2024
Total 1455:							1,481.51	.00	1,481.51		
1718	BLACK HILLS ENERGY	1225088862	0140608600	CEMETERY HOUSE	1	03/14/2024	92.93	.00	92.93	20243191	03/19/2024
		1944485829	0145207830	RIVER PARK	1	03/13/2024	64.80	.00	64.80	20240318	03/18/2024
		4197016039	0144207700	CEMETERY SPRINKLERS	1	03/14/2024	24.45	.00	24.45	20243192	03/19/2024
		4402785897	0140608753	MUNI ANNEX	1	03/08/2024	46.73	.00	46.73	20240318	03/18/2024
Total 1718:							228.91	.00	228.91		
1805	ACORN PETROLEUM	FEB 2024 G	0142104000	GASOLINE Police	1	02/29/2024	1,807.08	.00	.00	20240311	Multiple
		FEB 2024 G	0143104000	GASOLINE - Streets	2	02/29/2024	2,787.01	.00	.00	20240311	Multiple
		FEB 2024 G	0144204000	GASOLINE - Cemetery	3	02/29/2024	23.22	.00	.00	20240311	Multiple
		FEB 2024 G	0145203900	GASOLINE - Parks	4	02/29/2024	108.90	.00	.00	20240311	Multiple
		FEB 2024 G	0243707850	GASOLINE - Water	5	02/29/2024	432.71	.00	.00	20240311	Multiple
		FEB 2024 G	0142104000	GASOLINE Police	6	02/29/2024	1,807.08-				
		FEB 2024 G	0143104000	GASOLINE - Streets	7	02/29/2024	2,787.01-				
		FEB 2024 G	0144204000	GASOLINE - Cemetery	8	02/29/2024	23.22-				
		FEB 2024 G	0145203900	GASOLINE - Parks	9	02/29/2024	108.90-				
		FEB 2024 G	0243707850	GASOLINE - Water	10	02/29/2024	432.71-				
		FEB 2024 G	0142104000	GASOLINE Police	1	02/01/2024	1,807.08	.00	1,807.08	45194	03/21/2024
		FEB 2024 G	0143104000	GASOLINE - Streets	2	02/01/2024	2,787.01	.00	2,787.01	45194	03/21/2024
		FEB 2024 G	0144204000	GASOLINE - Cemetery	3	02/01/2024	23.22	.00	23.22	45194	03/21/2024
		FEB 2024 G	0145203900	GASOLINE - Parks	4	02/01/2024	108.90	.00	108.90	45194	03/21/2024
		FEB 2024 G	0243707850	GASOLINE - Water	5	02/01/2024	432.71	.00	432.71	45194	03/21/2024
Total 1805:							5,158.92	.00	5,158.92		
2219	CHARTER COMMUNICATI	172630801	0141505000	CITY HALL	1	03/07/2024	339.93	.00	339.93	20240318	03/18/2024
		172630801	0444152000	pool	2	03/07/2024	139.98	.00	139.98	20240318	03/18/2024
		172630801	0142105000	PD PHONES	3	03/07/2024	649.61	.00	649.61	20240318	03/18/2024



Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		172630801	0143105000	shop	4	03/07/2024	239.95	.00	239.95	20240318	03/18/2024
Total 2219:							1,369.47	.00	1,369.47		
2264	CCNC, INC	2024-000-15	0142106000	MEMBERSHIP FEE	1	03/15/2024	100.00	.00	100.00	45198	03/21/2024
Total 2264:							100.00	.00	100.00		
2467	Century Link	300805105 3	0241505000	SOUTH PLANT internet	1	03/08/2024	171.20	.00	171.20	20240318	03/18/2024
		334006856	0241505000	SOUTH PLANT	1	03/13/2024	233.82	.00	233.82	20240320	03/20/2024
		719-784-601	0241505000	SOUTH PLANT fax	1	03/07/2024	265.96	.00	265.96	20240320	03/20/2024
Total 2467:							670.98	.00	670.98		
2614	Amnet Inc.	18268	0249509071	Billing Laptop	1	03/15/2024	1,215.40	.00	1,215.40	20240320	03/20/2024
		18287	0141505600	admin	1	03/15/2024	1,063.28	.00	1,063.28	20240320	03/20/2024
		18287	0141505600	court	2	03/15/2024	115.28	.00	115.28	20240320	03/20/2024
		18287	0241505600	water	3	03/15/2024	6,166.53	.00	6,166.53	20240320	03/20/2024
		18287	0142106600	police	4	03/15/2024	2,958.05	.00	2,958.05	20240320	03/20/2024
		18287	0143104550	public works	5	03/15/2024	547.58	.00	547.58	20240320	03/20/2024
		18287	0444152300	pool firewall	6	03/15/2024	200.00	.00	200.00	20240320	03/20/2024
		18287	0141306000	executive	7	03/15/2024	115.28	.00	115.28	20240320	03/20/2024
Total 2614:							12,381.40	.00	12,381.40		
2880	Flowpoint Environmental S	SU10031	0241505600	Dual Credit Card Reader fo	1	03/19/2024	1,095.00	.00	1,095.00	45199	03/21/2024
Total 2880:							1,095.00	.00	1,095.00		
2926	Big Cat Plumbing	1684	0140608420	Drain Repair	1	08/09/2023	130.00	.00	.00	44811	Multiple
		1684	0140608420	Drain Repair	2	08/09/2023	130.00-				
		1684 REISS	0140608420	Drain Repair	1	03/19/2024	130.00	.00	130.00	45197	03/21/2024
Total 2926:							130.00	.00	130.00		
3128	Lynn Rae	MILEAGE	0141503000	Mileage-	1	02/05/2024	33.50	.00	33.50	45203	03/21/2024
Total 3128:							33.50	.00	33.50		

---

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Grand Totals:							<u>132,928.54</u>	<u>.00</u>	<u>132,928.54</u>		

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Report Criteria:  
Detail report type printed

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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
916	MARTIN AND WOOD	27308	0243707890	PROF SVCS	1	02/14/2023	3,987.50	.00	3,987.50	45211	03/28/2024
Total 916:							3,987.50	.00	3,987.50		
923	ALSCO	LDEN290645	0144202000	UNIFORM RENTAL-Street	1	03/20/2024	127.67	.00	127.67	45205	03/28/2024
		LDEN290645	0144202000	UNIFORM RENTAL - Cem	2	03/20/2024	11.33	.00	11.33	45205	03/28/2024
		LDEN290981	0140608750	MATS	1	03/27/2024	56.20	.00	56.20	45205	03/28/2024
Total 923:							195.20	.00	195.20		
1718	BLACK HILLS ENERGY	3135165503	0243507660	PUMP @ AIRPORT	1	03/21/2024	1,015.73	.00	1,015.73	20240328	03/28/2024
		5278901611	0243557680	COAL CREEK TANK	1	03/20/2024	13.68	.00	13.68	20240328	03/28/2024
Total 1718:							1,029.41	.00	1,029.41		
2238	COLORADO DEPT OF RE	L001805595	0141503000	SPECIAL EVENT Tax	1	02/23/2024	82.00	.00	82.00	45208	03/28/2024
Total 2238:							82.00	.00	82.00		
2341	CRCA	2024-0152	0142305200	2nd quarter cost share	1	03/25/2024	58,709.84	.00	58,709.84	45209	03/28/2024
Total 2341:							58,709.84	.00	58,709.84		
3008	Great American Financial S	36172651	0141503500	Printer lease	1	03/19/2024	337.00	.00	337.00	45210	03/28/2024
Total 3008:							337.00	.00	337.00		
3151	Badger Daylighting Corp	2665405	1743107510	Culvert Project 2024	1	03/22/2024	16,460.00	.00	16,460.00	45206	03/28/2024
Total 3151:							16,460.00	.00	16,460.00		
3173	Delta Dental Of Colorado	1449567	0120002032	Dental Insurance Premium	1	03/01/2024	2,372.47	.00	2,372.47	20240327	03/27/2024
Total 3173:							2,372.47	.00	2,372.47		
3182	Tommie Keeler	REFUND- CL	0234101050	REfund closing	1	03/26/2024	62.24	.00	62.24	45212	03/28/2024

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3182:							62.24	.00	62.24		
3183	Versaterm Public Safety U	INV36-00150	0142105050	Visual Labs Body Camera	1	03/26/2024	8,904.00	.00	8,904.00	45213	03/28/2024
Total 3183:							8,904.00	.00	8,904.00		
3184	Colorado Crane	845	0243707888	Crane Rental for Replceme	1	03/27/2024	1,050.00	.00	1,050.00	45207	03/28/2024
Total 3184:							1,050.00	.00	1,050.00		
Grand Totals:							93,189.66	.00	93,189.66		

Report Criteria:  
Detail report type printed

# COUNCIL ACTION FORM

**MEETING DATE:** APRIL 1, 2024

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

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**Agenda Item:** Consider approving the second reading of Ordinance 2 – 2024: an ordinance budgeting and appropriating additional sums of money for the Pool Park and Recreation Fund for the 2023 budget year

**Department:** Administration, Finance

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**Staff Recommendation:**

Approve the second reading of Ordinance 2- 2024: an ordinance budgeting and appropriating additional sums of money for the Pool Park and Recreation Fund for the 2023 budget year for the City of Florence, Colorado

**Background/Description of Item:**

This is a housekeeping item. Under Colorado law, a budget must be submitted to and approved by the City Council on an annual basis. Once submitted, a budget amendment is required if expenditures exceed the appropriations allocated for any fund.

For the 2023 budget year, the expenditures for the Pool Park and Recreation Fund exceeded budgeted appropriations as follows:

- Staff salaries;
- Hiring costs, including mandatory drug testing;
- Repairs and maintenance;
  - Note: unforeseen repairs were necessitated by items including but not limited to the wastewater system and aging infrastructure.
- Electric for Wilcox Park

These additional expenditures were necessary to ensure continuity of operations at the Florence Municipal Pool and to support a safe environment for both patrons and Staff.

The first reading of Ordinance 2-2024 passed with a 6-0 vote on March 18, 2024. The Ordinance was published in full in *The Daily Record* on March 21, 2024.

**Financial Impact:**

None

**Attachments:**

- Ordinance 2 - 2024

**Suggested Motion:**

Approve the second reading of Ordinance 2- 2024: an ordinance budgeting and appropriating additional sums of money for the Pool Park and Recreation Fund for the 2023 budget year for the City of Florence, Colorado

**ORDINANCE 02-2024**

**AN ORDINANCE APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF THE AMOUNT BUDGETED FOR THE POOL PARK AND RECREATION FUND OF THE CITY OF FLORENCE, COLORADO FOR THE BUDGET YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.**

**WHEREAS**, the City Council of the City of Florence, Colorado did budget and appropriated sums of money to the various funds and spending agencies of the City of Florence for the 2023 budget year by adopting Ordinance 6-2022; and

**WHEREAS**, the City Council adopted Resolution 15-2022 which budgeted additional sums of money to defray expenses in excess of the amount budgeted for the 2023 budget year; and

**WHEREAS**, the City Council of the City of Florence, Colorado recognizes additional 2023 budget items as follows:

Pool Park and Recreation Fund- Operating expenses of \$30,000. The \$30,000 is available from carryover revenues.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Florence, Colorado, pursuant to C.R.S. 29-1-101 et seq. as follows:

That the above amounts are approved, appropriated, and the sum of money needed to finance additional needs is available as stated above.

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

**ATTEST: CITY OF FLORENCE, COLORADO**

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

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

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

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

**ATTEST: CITY OF FLORENCE, COLORADO**

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

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

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

# COUNCIL ACTION FORM

**MEETING DATE:** APRIL 1, 2024

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

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**Agenda Item:** Consider adopting a Resolution adopting an Outside Agency Funding Requests Program for the City of Florence, Colorado

**Department:** Administration

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**Staff Recommendation:**

Adopt a Resolution adopting an Outside Agency Funding Requests Program for the City of Florence, Colorado

**Background/Description of Item:**

The *Outside Agency Funding Requests Program Overview* (Program) document provides the necessary guidelines for the establishment of a uniform and efficient personnel management system in order to ensure fair treatment of applicants and equitable consideration during the budgeting process. The Program document provides rules and procedures for allocating funding based on feedback for goals and criteria of the program as provided by the City Council during the March 4, 2024, City Council workshop regarding non-profit funding.

The Program document consists of five (5) sections, each covering a variety of topics related to the efficient and equitable distribution of funding to outside agencies:

- **Program Purpose**
  - Provides general information regarding the purpose of the program and the spirit in which its implementation and execution are intended.
- **Eligibility Requirements**
  - Provides information regarding information required to be included on the application in order to promote accountability and good fiscal stewardship while ensuring, to the greatest extent possible, funding being requested will be utilized to create a positive and measurable effect within the City of Florence.
- **Ineligible Requests**
  - Provides information regarding specifically prohibited uses of funding.
- **Selection Process**
  - Provides information about the selection process, including the Review Committee, how said Committee is selected, and the Committee's role in vetting applicants for final selection by the City Council.
- **Allocation of Funds**
  - Covers general information regarding how funds for the program are determined and distributed as well as information regarding disqualification from future funding.

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

It is important to note that the following documents attached to this Council Action Form are intended as examples ONLY:

- Outside Agency Funding Request Form
- Outside Agency Funding Request Scoring Matrix

While the basic contents **required** for each of these documents are outlined in the program overview, adopting this Resolution does **not** adopt these specific documents as written. This is to ensure the program can remain operationally nimble and efficient, allowing for minor adjustments that do not alter the intent or spirit of the program without returning to the City Council for the passage of subsequent Resolutions in order to facilitate minor non-contextual changes.

**Attachments:**

- Resolution 5-2024
- City of Florence, Colorado Outside Agency Funding Request Program Overview
  - Appendix A of same
- Outside Agency Funding Request Form – Example
- Outside Agency Funding Request Scoring Matrix - Example

**Suggested Motion:**

Adopt Resolution 5-2024, a Resolution providing for the adoption of an Outside Agency Funding Requests Program for the City of Florence, Colorado



**RESOLUTION NO. 5-2024**

**A RESOLUTION PROVIDING FOR THE ADOPTION OF AN OUTSIDE AGENCY FUNDING REQUESTS PROGRAM FOR THE CITY OF FLORENCE, COLORADO.**

WHEREAS, the City of Florence recognizes that outside agencies play an important role in filling in service gaps and improving the quality of life in the community; and

WHEREAS, the City of Florence now deems it advisable to adopt a uniform process for the funding of outside agency requests as part of the budget process for the City of Florence.

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

**SECTION ONE:** The City of Florence, Colorado, Outside Agency Funding Requests Program is adopted as written in the attached Program Overview Document.

**SECTION TWO:** This Outside Agency Requests Program supersedes any rules, regulations or policies in conflict herewith; and

**SECTION THREE:** The Resolution shall take effect and be in full force from and after its adoption by the City Council of the City of Florence on April 1, 2024.

**ADOPTED** By the City Council of the City of Florence, Colorado, this 5<sup>th</sup> day of February, 2024

SIGNED by the Mayor on this 1<sup>st</sup> day of April, 2024.

CITY OF FLORENCE, COLORADO

(SEAL)

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

Attest:

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

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

Dan Findlay, City Attorney



# City of Florence, Colorado

## Outside Agency Funding Requests

### Program Overview

#### **Program Purpose**

Community agencies can often provide services that municipal government cannot and may serve to fill in these service gaps, especially in areas such as health and well-being, the meeting of basic needs, youth programs, prevention programs, community activities, and the promotion of history, arts, and culture. This program is intended to provide financial support to such agencies so that they may continue to provide direct benefits to the City of Florence, Florence residents, and/or businesses within the City of Florence.

#### **Eligibility Requirements**

The requirements of this program are intended to ensure, to the greatest extent possible, that the funding being requested will be utilized to create a positive and measureable effect within the City of Florence. In order to ensure accountability and promote good fiscal stewardship, the City of Florence requires the following information for award consideration:

An Outside Agency Funding Request Form which has been completed and signed by the applicant. Information on this form includes the following:

- Information about the organization;
- Information about the activity, program, and/or service funding is being requested for;
- Information regarding the projected benefit to the community, including the number of Florence residents projected to be served;
- Other requests for funding;
- Information regarding measures of success and accountability

#### **Ineligible Requests**

The requested funding has restrictions and cannot be utilized for certain purposes including, but not limited to, the following.

- Rent and/or mortgage payments
- The payment of any taxes and/or fees
- Salaries (including employee benefits)
- Utility payments

#### **Selection Process**



As specific dates will change on an annual basis such information will be posted to the City's website each year in advance of all deadlines. All dates will be based upon the City's budget calendar and budget process.

A time frame for accepting applications will be provided to applicants. Any applications received after this time frame will not be eligible for consideration. All applications received by the published deadline each year shall be reviewed by a Review Committee prior to any recommendations being made to the Florence City Council. Specific information regarding the Review Committee can be found later in this section.

All applicants selected by the Review Committee to make a presentation to the City Council must do so in order to be eligible to receive funding.

- Take place at a regular City Council meeting, as a discussion item regarding the budget and entitled "Outside Agency Requests" on the City Council Meeting agenda; and
- Take place prior to the statutorily required Public Hearing for the Budget.

The Outside Agency Funding Request Form, any supporting materials provided by the applicant, and the scoring matrices completed by the Review Committee shall be included as part of the agenda packet as a public record. Sensitive information will be redacted as legally allowed and necessary.

Following the presentation to the City Council, the Council will provide consensus for awards. The actual awards will not be made until the budget has been finalized and approved.

*See Appendix A for associated flowchart outlining this process.*

### ***Review Committee***

All applications received by the published deadline each year shall be reviewed by a Review Committee prior to any recommendations being made to the Florence City Council

#### **Committee Makeup**

A review committee including the following members be created on an annual basis:

- Two (2) City of Florence City Councilmembers
  - Said Councilmembers shall be nominated by and selected amongst themselves each year during a regular City Council meeting prior to the close of acceptance for applications
- The City Manager
- The Finance Director

On an annual basis, the Florence City Council may, by vote of the Council at a regular City Council meeting, choose to expand the makeup of the Review Committee.

#### **Committee Responsibilities**

In order to facilitate equitable review and award transparency, the Review Committee will review all applications received utilizing a scoring matrix. The scoring matrix shall include a minimum of the following items:



- Scores relating to benefits and projected impact
- Scores relating to physical location and providing for local preference
- Scores relating to if the funding is intended for a specific project or use, with preference for the same
- Scores relating to the applicant's 501C3 status, and providing for preference for said status
- Scores relating to the applicant's other funding requests, with preference for those who have requested funding from other entities in addition to the City of Florence

A minimum score will on the scoring matrix will be required in order for the applicant to be eligible for further consideration. The minimum score may vary on an annual basis depending on the total score possible, but shall always be greater than 50% of the total possible score.

Should the amount of eligible applicants exceed the amount of funding available, the Review Committee will recommend a practical amount of applicants to make a presentation to the Florence City Council during a regular City Council meeting as part of the budget process. This selection shall be based upon the numerical score obtained on the scoring matrix, starting with the highest score and continuing in reverse order until all spots have been allocated. The Review Committee may request that an applicant provide additional information and/or a presentation to the Committee as necessary.

## **Allocation of Funds**

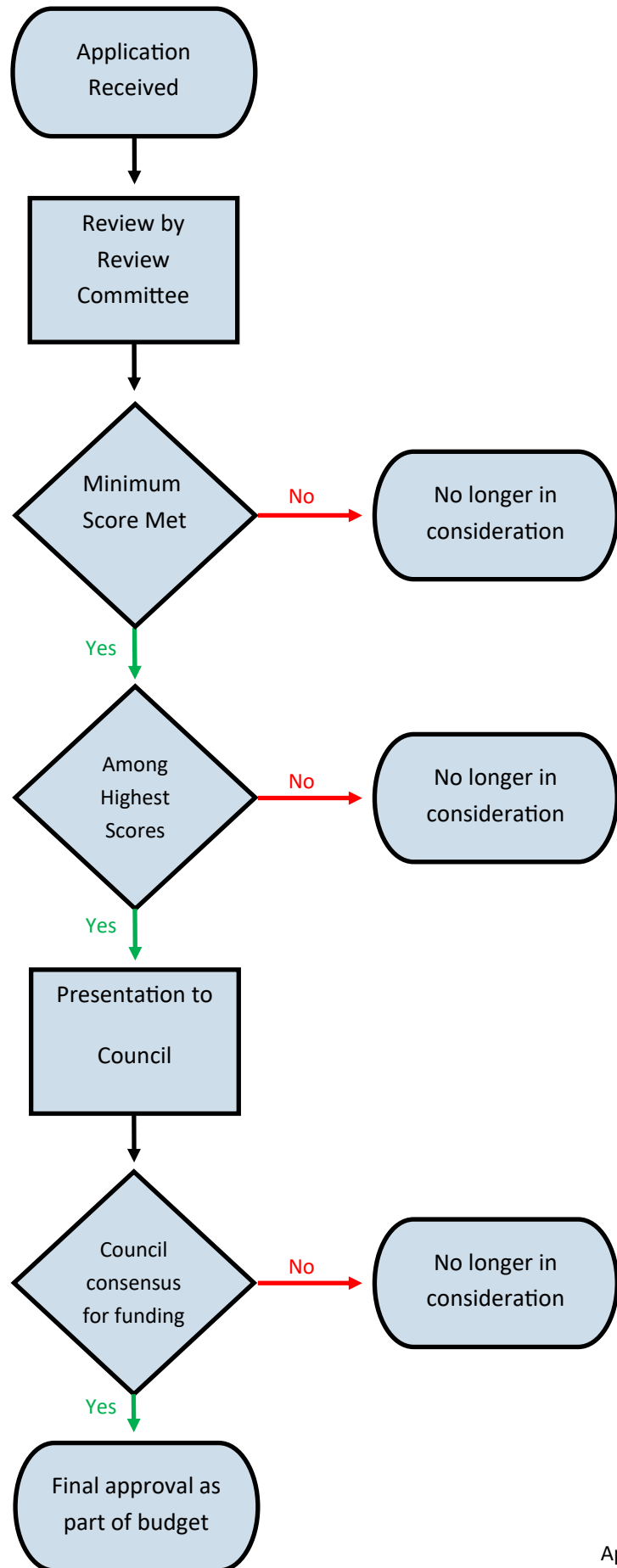
The City of Florence's estimated budget for outside agency funding will vary on an annual basis and may be adjusted as part of the budgeting process. Such adjustments may be based on relevant factors including but not limited to economic conditions, the number of applications submitted, and the amount of total funding requested.

Failure of any applicant to submit a year-end report to the Florence City Council describing how any money that has been awarded was utilized may result in the applicant not being considered for future funding opportunities. Any requests for additional funding following the yearly initial funding allocation will not be considered.

Funds will not be eligible for distribution until after the associated budget has been finalized.



# Outside Agency Funding Request Process





# Outside Agency Funding Request Form

## Funding Year 2024

### SECTION 1: Organization Information

Organization Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Year organization was founded : \_\_\_\_\_

Is the organization a 501c3? Yes \_\_\_\_\_ No \_\_\_\_\_

Mission statement of the organization: \_\_\_\_\_

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

Brief description of the programs/services provided by the organization: \_\_\_\_\_

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

Amount of funding requested from the City of Florence: \_\_\_\_\_

Projected number of Florence residents to be served: \_\_\_\_\_



## SECTION 2: Activity, Program, and/or Service Information

Please describe the specific activity, program, or service funding is being requested for: \_\_\_\_\_

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Please explain what you hope to achieve by offering this activity, program, or service (what is your objective?): \_\_\_\_\_

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Keeping the objective above in mind, please describe any specific actions the requested funding will allow you to take in pursuit of this objective: \_\_\_\_\_

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How will you measure if you have successfully met your objective? \_\_\_\_\_

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Is this activity, program, or service related to any activity, program, or service provided by other agencies or non-profits in the community?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how is it related? \_\_\_\_\_

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If yes, how does it differ from the existing activity, program, or service? \_\_\_\_\_

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If yes, have partnerships been formed or considered?

Yes \_\_\_\_\_ No \_\_\_\_\_

Why or why not? \_\_\_\_\_

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### SECTION 3: Funding Information

Have you requested other funding for this activity, program, or service?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please complete the chart below:

Organization Funding has been Requested from	Amount of Funding Requested	Request Status (Select One)	
		Pending	Awarded

Have you received funding from the City of Florence during the past five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please complete the chart below:

Year Awarded	Amount Awarded	Activity/Program/Service Funded	Number of Florence Residents Served

If this year's requested funding is denied, how will it impact the activity, program, or service, specifically as it relates to Florence residents? \_\_\_\_\_

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A presentation to the City of Florence City Council and/or a subcommittee thereof will be required for all finalists for funding (date to be determined). Failure to present to the City of Florence City Council and/or a subcommittee thereof will automatically disqualify the organization from this year's funding.

Initial for agreement \_\_\_\_\_

If awarded funds, I understand the City of Florence may require interim and final reports regarding funded activities/programs/service. I further understand the City of Florence retains the right to audit financial and operational records at its discretion upon reasonable notice.

Initial for agreement \_\_\_\_\_

I hereby certify the information provided in this application is complete and accurate:

Authorized Signature \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



## 2024 City of Florence Outside Agency Funding Request Scoring Matrix

Organization: \_\_\_\_\_

Rater: \_\_\_\_\_

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

Item	Item Points	Running Total Points	Possible Points
<b>(1) The funding will provide a direct benefit to the City of Florence, the citizens of Florence, and/or businesses located in Florence</b>			
Strongly Agree (5)	Agree (3)	Neutral / Disagree (0)	5
<b>(2) The funding will allow expansion of the non-profit's services</b>			
Strongly Agree (5)	Agree (3)	Neutral / Disagree (0)	5
<b>(3) The funding will improve quality of life for Florence citizens</b>			
Strongly Agree (5)	Agree (3)	Neutral / Disagree (0)	5
<b>(4) Physical location of the non-profit is in Florence City Limits</b>			
Yes (5)	Within 10 Miles of Florence City Hall (3)	More than 10 Miles from Florence City Hall (0)	5
<b>(5) The funding is for a specific project or use</b>			
Yes (5)	No (0)		5
<b>(6) The non-profit is a 501C3</b>			
Yes (5)	No (0)		5
<b>(7) The non-profit has requested funding from other sources</b>			
Yes (5)	No (0)		5
<b>Total</b>			<b>35</b>

\* A minimum total score of 20 is required for consideration

# COUNCIL ACTION FORM

**MEETING DATE: APRIL 1, 2024**

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

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**Agenda Item:** Consider adopting an Ordinance authorizing the lease agreement renewal for the Colorado State Patrol, Troop 2A

**Department:** Administration

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**Staff Recommendation:**

Staff recommends adopting an Ordinance authorizing the lease agreement renewal for the Colorado State Patrol, Troop 2A.

**Background/Description of Item:**

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

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

**Financial Impact:**

None

**Attachments:**

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

**Suggested Motion:**

Adopt Ordinance No. 3 – 2024, an Ordinance approving the lease of City property to the State of Colorado, acting by and through the Department of Public Safety for the use of the Colorado State Patrol and authorizing execution of related lease document(s)

**ORDINANCE NO. 3 - 2024**

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

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

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

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

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

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

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

**ATTEST:**

**CITY OF FLORENCE, COLORADO**

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

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

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

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

**ATTEST:**

**CITY OF FLORENCE, COLORADO**

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

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

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

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



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

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LANDLORD                    City of Florence, Colorado

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

LOCATION                    600 West Third Street, Florence, CO 81226

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

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

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**LEASE AGREEMENT  
[Improved Real Property]**

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

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

WITNESSETH:

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

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

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

1. PREMISES, TERM, RENT.

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

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

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

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

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



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

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

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

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

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

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

## 2. SERVICES.

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

### 1) Services to Premises.

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

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

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

(d) Replacement of Building standard lighting.

### 2) Building Service.

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

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

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

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

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

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

### 3) Maintenance, Repair and Replacement.

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

### 4) Additional Services.

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

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

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

### (B) Tenant Provided Services: None.

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

4. WORK REQUIREMENTS.

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

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

5. LANDLORD'S REPRESENTATIONS.

(A) Landlord represents that either:

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

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

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

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

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

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

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

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

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

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

11. **FISCAL FUNDING.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

22. NO VIOLATION OF LAW.

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

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

23. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

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

25. GENERAL PROVISIONS

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

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

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

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

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

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

(G) Modification.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

26. ADDITIONAL RENT. NONE

27. ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A  
PREMISES

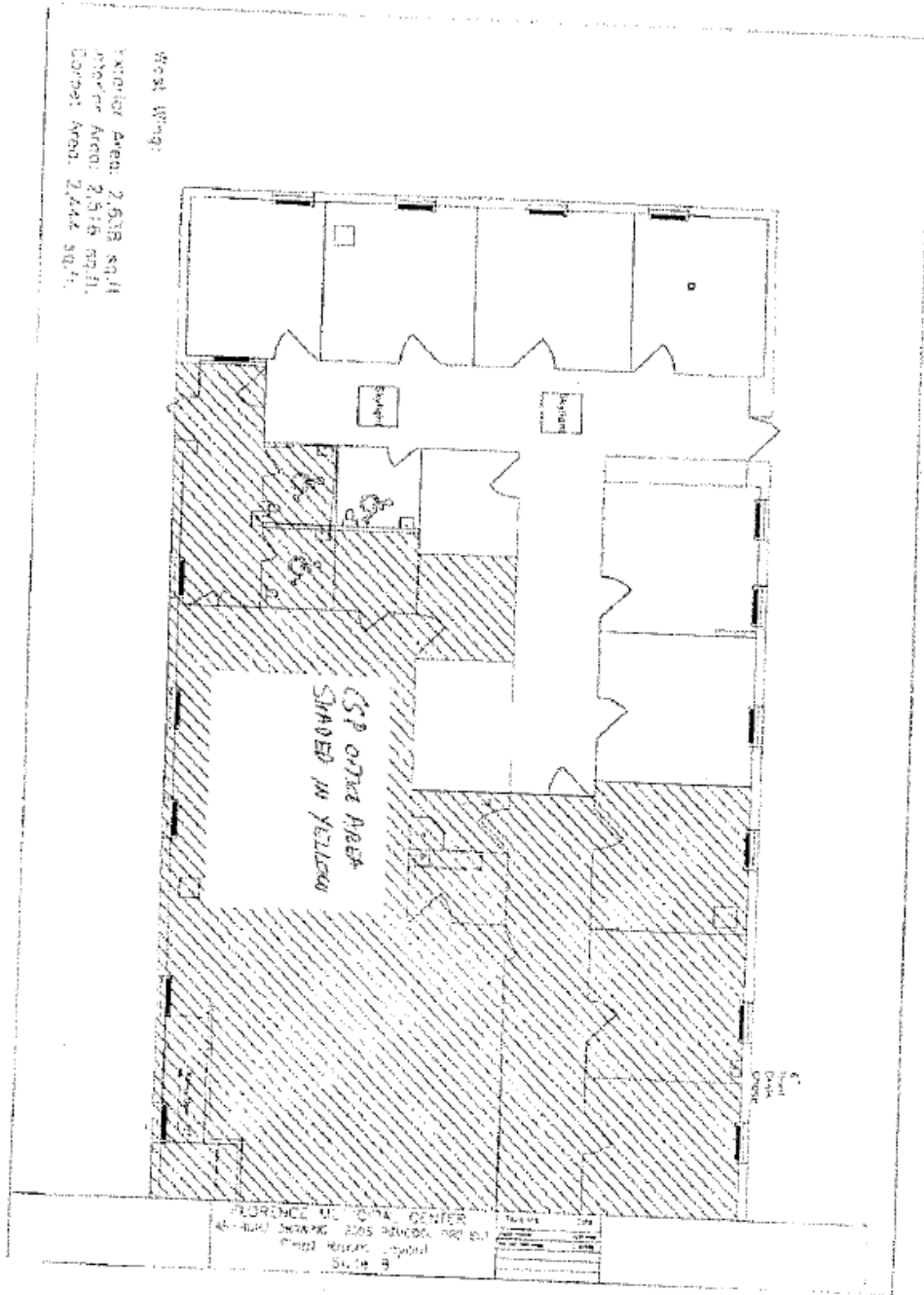


EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE  
ASSUMPTION OF LEASE BY NEW LANDLORD

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

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

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

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

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

Dear Tenant:

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

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

The New Landlord's W-9 is attached.

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

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

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

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

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

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

Enclosures

EXHIBIT C

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

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

# COUNCIL ACTION FORM

**MEETING DATE:** APRIL 1, 2024

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

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**Agenda Item:** Consider adopting an Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission

**Department:** Administration

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**Staff Recommendation:**

Approve an Ordinance amending Chapter 2.20 of the Florence Municipal Code relating to the Planning Commission.

**Background/Description of Item:**

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

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

Some of these additions include:

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

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

This will be the first reading of the Ordinance. Should the City Council approve of the Ordinance, the second reading for final approval will take place at the April 15, 2024 City Council meeting.

**Financial Impact:**

There is no financial impact associated with these suggested changes.

**Attachments included:**

- Ordinance No. 4- 2024

**Suggested Motion:**

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



## **ORDINANCE NO. 4- 2024**

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

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

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

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

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

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

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

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

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

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

##### **2.20.030 Powers**

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

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

#### **2.20.040 - Duties**

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

#### **2.20.050 - Membership**

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

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

#### **2.20.060 – Selection**

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

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

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

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

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

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

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

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

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

#### **2.20.070 – Chairperson**

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

#### **2.20.080 – Meetings**

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

#### **2.20.090 – Rules**

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

#### **2.20.100 – Record Keeping**

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

#### **2.20.110 – Advisory Capacity**

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

#### **2.20.120 – Planning Staff**

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

#### **2.20.130 – Scope of Chapter**

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

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

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

(SEAL)

CITY OF FLORENCE, COLORADO

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

Attest:

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

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

(SEAL)

CITY OF FLORENCE, COLORADO

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

Attest:

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

# COUNCIL ACTION FORM

**MEETING DATE:** APRIL 1, 2024

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

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**Agenda Item:** Consider adopting an Ordinance adding Chapter 2.25 of the Florence Municipal Code and repealing Chapter 17.88 both relating to the Board of Zoning Adjustment

**Department:** Administration

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## **Staff Recommendation:**

Approve an Ordinance adding Chapter 2.25 of the Florence Municipal Code and repealing Chapter 17.88 both relating to the Board of Zoning Adjustment.

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

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

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

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

Some of these additions include:

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

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

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

The Council will consider an Ordinance removing Florence Municipal Code Chapter 17.88 – Board of Adjustment during the April 1, 2024 City Council meeting in order to complete this housekeeping item.

This will be the first reading of the Ordinance. Should the City Council approve of the Ordinance, the second reading for final approval will take place at the April 15, 2024 City Council meeting.

**Financial Impact:**

There is no financial impact associated with these suggested changes.

**Attachments included:**

- Ordinance 5-2024

**Suggested Motion:**

Adopt Ordinance 5-2024, an Ordinance adding Chapter 2.25 of the Florence Municipal Code and repealing Chapter 17.88 both relating to the Board of Zoning Adjustment.



**ORDINANCE NO. 5-2024**

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

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

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

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

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

**Chapter 2.25 – BOARD OF ADJUSTMENT**

**2.25.010 - Authorization**

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

**2.25.020 - Powers**

The BOZA is empowered as follows:

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

**2.25.030 – Policy Determinations**

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

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

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

#### **2.25.040 - Membership**

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

#### **2.25.050 – Selection**

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

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

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

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

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

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

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

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

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

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

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

#### **2.25.060 – Chairperson**

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

#### **2.25.070 – Meetings**

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

#### **2.25.080 – Rules**

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

#### **2.25.090 – Record Keeping**

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

#### **2.25.100 – Planning Staff**

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

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

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

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

(SEAL)

CITY OF FLORENCE, COLORADO

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

Attest:

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

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

(SEAL)

CITY OF FLORENCE, COLORADO

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

Attest:

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



# CITY OF FLORENCE

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cityofflorence@florencecolorado.org  
www.florencecolorado.org

## City Manager Report

March 15, 2024 – March 28, 2024

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

- ***Planning Commission – March 21, 2024***
  - Attended the March Planning Commission meeting
- ***Regional Water Board – March 26, 2024***
  - Attended the March Regional Water Board meeting

### **Internal Meetings/Discussion/Projects**

- Have started the process of moving the City to a modern, electronic billing system. The target date for the switch to this system to go live for the public is mid May 2024. This includes integrating the billing system with the City's accounting system.
- The field work portion of the City's routine annual audit begins next week.
- 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.
- Continuing 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 included as New Business items for the April 1, 2024 City Council Meeting.