

# FLORENCE CITY COUNCIL Regular Meeting Agenda Tuesday, January 21, 2025, 6:30 PM

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

# 1) CALL TO ORDER & PLEDGE OF ALLEGIANCE

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

# 2) ROLL CALL:

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

# 3) **PUBLIC COMMENTS**

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

# 4) CONSENT AGENDA

- a) Consider approving the minutes as written for the Regular City Council Meeting on January 6, 2025
- b) Consider approving City expenditures prepared on January 9, 2025, in the amount of \$201,018.14 and January 15, 2025, in the amount of \$88,123.71
- c) Consider entering into an agreement with Vivid Engineering Group for materials testing for the North Pikes Peak waterline project
- d) Consider approving the annual liquor license renewal for Papa's Restaurant
- e) Consider approving the Special Events Permit for the Florence Pioneer Museum as presented
- f) Consider authorizing the City Manager to enter into a contract agreement for janitorial services with The Clean Company of Fremont County, LLC

# 5) COUNCIL UPDATES

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

# 6) EXECUTIVE SESSION(S): IF NECESSARY

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

7) ADJOURNMENT: Adjournment until the next regular City Council Meeting Monday, February 3, 2025



# FLORENCE CITY COUNCIL Regular Meeting Minutes Monday, January 6, 2025, 6:30 PM

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

# 1) CALL TO ORDER & PLEDGE OF ALLEGIANCE

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

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

# 2) ROLL CALL:

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

**OTHERS PRESENT:** City Clerk Cortlyne Huppe, City Manager Amy Nasta, City Attorney Dan Findlay, and Chief of Police Sean Humphrey

# **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).

There was no public input.

## 4) CONSENT AGENDA

- a) Consider approving the minutes as written for the Regular City Council Meeting on December 16, 2024, and the Special City Council Meeting on December 30, 2024
- b) Consider approving City expenditures prepared on December 19, 2024, in the amount of \$121,109.82 and January 2, 2025, in the amount of \$64,141.63
- c) Consider selecting an applicant for the vacant position on the Planning Commission
- d) Consider selecting an applicant for the vacant position on the Board of Zoning and Adjustments
- e) Designate the City of Florence's primary posting location
- f) Consider allowing the Florence Farmer's Market special use of Pioneer Park

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

# 5) COUNCIL UPDATES

a) City Council Reports

Councilor Mergelman thanked the City staff for their work during the holidays.

Councilor Gardner attended the Florence Fire Protection District board meeting.

Councilor Mackinnon announced Historic Preservation at the end of the month.

Mayor Wolfe thanked City staff for their diligence on the ARPA funding projects.

b) City Manager Reports

City Manager Amy Nasta announced the City's operating hours would coincide with any formally announced delays from the RE-2 school district, and that the water bills would be mailed out tomorrow due to external system and technology updates over the holidays and new year.

Mayor Wolfe requested an elaboration on the City Manager's community engagement events.

City Manager Nasta stated the departments would give a public workshop or "101" to explain what each department's City operations or services looked like. She also announced a Florence Municipal Code Title 2 update would come before the City Council in February.

# 6) EXECUTIVE SESSION(S): IF NECESSARY

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

7) ADJOURNMENT: Adjournment until the next regular City Council Meeting Tuesday, January 21, 2025

Councilor Gardner motioned to adjourn the meeting. Councilor Stone seconded. With all of the Councilmembers voting in favor of the motion, the motion carried. Mayor Wolfe adjourned the City Council Meeting at 6:37 p.m.

CITY OF FLORENCE, CO

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

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

#### Paid Invoice Report - Expenditure Approval List Check issue dates: 1/6/2025 - 1/9/2025

Page: 1 Jan 09, 2025 11:48AM

#### Report Criteria:

Detail report type printed

endor Imber	Name	Invoice Number		GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
71	CANON RENTAL CENTER	DECEMBER	0145204583		300722 Skate park	1	12/31/2024	75.00	.00	75.00	45755	01/09/2025
		DECEMBER	0144203500		300171 cemetary	2	12/31/2024	142.50	.00	142.50	45755	01/09/2025
		DECEMBER	0143103500		300453 Portable	3	12/31/2024	16.50	.00	16.50	45755	01/09/2025
		DECEMBER	0145205000		300557 lions park	4	12/31/2024	82.50	.00	82.50	45755	01/09/2025
Tota	71:							316.50	.00	316.50		
193	GOBINS	AR4647469	0141503700		LEASE	1	01/02/2025	226.98	.00	226.98	45760	01/09/2025
Tota	193:							226.98	.00	226.98		
397	U S POSTAL SERVICE	JAN 2025 BI	0241503100		UTILITY BILLING	1	01/07/2025	567.91	.00	567.91	45750	01/07/2025
Tota	397:							567.91	.00	567.91		
861	CIRSA	250240	0141106700		1st QTR CHARGES PC	1	01/01/2025	39,584.66	.00	39,584.66	20250109	01/09/2025
		250240	0243706700		2ND QTR CHANGES PC	2	01/01/2025	25,382.78	.00	25,382.78	20250109	01/09/2025
		W25073	0141101960		1ST Qrt WC charges	1	01/01/2025	27.80	.00	27.80	20250109	01/09/2025
		W25073	0141201960		1ST Qrt WC charges	2	01/01/2025	17.69	.00	17.69	20250109	01/09/2028
		W25073	0141501960		1ST Qrt WC charges	3	01/01/2025	130.15	.00	130.15	20250109	01/09/2028
		W25073	0143101960		1ST Qrt WC charges	4	01/01/2025	4,637.18	.00	4,637.18	20250109	01/09/2025
		W25073	0142101960		1ST Qrt WC charges	5	01/01/2025	4,491.89	.00	4,491.89	20250109	01/09/2025
		W25073	0144001960		1ST Qrt WC charges	6	01/01/2025	90.98	.00	90.98	20250109	01/09/2025
		W25073	0144201960		1ST Qrt WC charges	7	01/01/2025	876.90	.00	876.90	20250109	01/09/2028
		W25073	0145201960		1ST Qrt WC charges	8	01/01/2025	174.37	.00	174.37	20250109	01/09/2028
		W25073	0243301960		1ST Qrt WC charges	9	01/01/2025	1,753.80	.00	1,753.80	20250109	01/09/2025
		W25073	0444151960		1ST Qrt WC charges	10	01/01/2025	434.66	.00	434.66	20250109	01/09/2025
Tota	861:							77,602.86	.00	77,602.86		
923	ALSCO	LDEN304663	0140608420		MATS	1	01/01/2025	56.20	.00	56.20	45752	01/09/2025
		LDEN304663	0143102000		UNIFORM RENTAL-Street	1	01/01/2025	173.50	.00	173.50	45752	01/09/2025
Tota	923:							229.70	.00	229.70		
1229	CASELLE, INC.	138071	0141205600		Software Support - Court	1	01/01/2025	231.15	.00	231.15	45756	01/09/2025
		138071	0241505600		Software Support - Water	2	01/01/2025	1,091.00	.00	1,091.00	45756	01/09/2025

City of Flore	ence				Paid Invoice Report - Expenditure Appr Check issue dates: 1/6/2025 - 1/9/2		st					Jan 09, 202	Page: 2 5 11:48AN
Vendor Number	Name	Invoice Number		GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		138071	0141505600		Software Support - Admin	3	01/01/2025	449.85	.00	449.85	45756	01/09/2025	
Total	1229:							1,772.00	.00	1,772.00			
1355 E	BYRD'S SEPTIC TANK SE	48459 2024	0140608620		SEPTIC SERVICE 2024	1	12/19/2024	376.50	.00	376.50	45754	01/09/2025	
Total	1355:							376.50	.00	376.50			
1405 H	IUMANE SOCIETY OF F	2025 IMPOU	0146008040		IMPOUND AGREEMENT	1	01/09/2025	14,099.00	.00	14,099.00	45761	01/09/2025	
Total	1405:							14,099.00	.00	14,099.00			
1718 E	BLACK HILLS ENERGY	0520289929	0143107540		STREET LIGHTS	1	01/02/2025	77.68	.00	77.68	20251142	01/07/2025	
		8398746140	0143107540		STREET LIGHTS	1	01/02/2025	7.07	.00	7.07	20251143	01/07/2025	
		8763452423	0143107540		STREET LIGHTS	1	01/02/2025	101.48	.00	101.48	20251144	01/07/2025	
		9914607095	0143107540		STREET LIGHTS	1	12/30/2024	372.46	.00	372.46	20251141	01/07/2025	
Total	1718:							558.69	.00	558.69			
1965 F	PRAIRIE MOUNTAIN medi	406161 202	0141107300		LEGAL PUBLICATIONS	1	12/31/2024	95.92	.00	95.92	45764	01/09/2025	
Total	1965:							95.92	.00	95.92			
2220 k	(AGAN & SON, LLC	17220 2024	1743107530		class 5 road base	1	12/24/2024	4,517.90	.00	4,517.90	45762	01/09/2025	
Total	2220:							4,517.90	.00	4,517.90			
2341 0	CRCA	2025-0213	0142305200		1st quarter cost share 202	1	12/24/2024	59,970.23	.00	59,970.23	45758	01/09/2025	
Total	2341:							59,970.23	.00	59,970.23			
2355 T	TIMBER LINE ELECTRIC	22463	0243707875		SCADA SERVICE IGC Adv	1	01/03/2025	4,440.00	.00	4,440.00	45766	01/09/2025	
Total	2355:							4,440.00	.00	4,440.00			
2413 F	PITNEY BOWES	8000-9000-1	0241503100		RESERVE ACCT 3258608	1	01/09/2025	523.25	.00	523.25	20250109	01/09/2025	
Total	2413:							523.25	.00	523.25			
2693 C	CH2M Hill Engineers, Inc.	D3728000-01	0243707890		Task Order 5 North Pike P	1	12/27/2024	2,306.03	.00	2,306.03	45757	01/09/2025	

City of Florenc	e				ice Report - Expenditure Appr k issue dates: 1/6/2025 - 1/9/		ist					Jan 09, 202	Page: 3 25 11:48AM
Vendor Number	Name	Invoice Number		GL Account	 Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
Total 26	93:							2,306.03	.00	2,306.03			
2882 Fib	er Platform, LLC	SI-25-000710	0142105000		Ethernet Access PD	1	01/01/2025	1,532.00	.00	1,532.00	45759	01/09/2025	
Total 28	82:							1,532.00	.00	1,532.00			
2947 SE	COM, INC	377805 01/0	0241505000		Internet	1	01/01/2025	70.16	.00	70.16	20250109	01/09/2025	
Total 29	47:							70.16	.00	70.16			
2970 TK	Elevator Corporation	3008290622	0140608750		Elevator Maintaince 1st Qr	1	01/01/2025	504.86	.00	504.86	45767	01/09/2025	
Total 29	70:							504.86	.00	504.86			
3095 Axc	on Enterprise, Inc	INUS311262	0142108200		Tasers Budgeted 2025	1	01/01/2025	8,737.15	.00	8,737.15	45753	01/09/2025	
Total 30	95:							8,737.15	.00	8,737.15			
3110 Old	School Concrete & Re	916093 202	1743107570		ADA Sidewalk Replacemen	1	01/09/2025	5,900.00	.00	5,900.00	45763	01/09/2025	
			1743107570		ADA Sidewalk Replacemen	1	01/09/2025	6,000.00	.00	6,000.00	45763	01/09/2025	
		916097 202	1743107570		ADA Sidewalk Replacemen	1	01/09/2025	1,000.00	.00	1,000.00	45763	01/09/2025	
Total 31	10:							12,900.00	.00	12,900.00			
3114 Wy	att Legal Services PLLC	525 DEC 20	0141105300		City Attorney	1	12/31/2024	7,523.25	.00	7,523.25	20250109	01/09/2025	
Total 31	14:							7,523.25	.00	7,523.25			
3220 Wils	son Williams Fellman Di	1266 2024	0141105300		Black Hills Rate Case- Cos	1	12/31/2024	2,072.25	.00	2,072.25	45768	01/09/2025	
Total 32	20:							2,072.25	.00	2,072.25			
3235 Sig	n Shop Illuminated , IN	REFUND OV	0132101200		Refund over payment on lic	1	01/01/2025	75.00	.00	75.00	45765	01/09/2025	
Total 32	35:							75.00	.00	75.00			
Grand T	otals:							201,018.14		201,018.14			

City of Florence	e			nvoice Report - Expenditure / heck issue dates: 1/6/2025 -	• •	st					Jan 09, 202	Page: 4 5 11:48AM
Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
Report Criteria: Detail repo	: ort type printed											

City of Florence

#### Paid Invoice Report - Expenditure Approval List Check issue dates: 1/13/2025 - 1/15/2025

Page: 1 Jan 15, 2025 01:50PM

#### Report Criteria:

Detail report type printed

endor Imber	Name	Invoice Number		GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
3 DAN	A KEPNER	1598509-01	0243807950		METERS	1	10/24/2024	3,220.48	.00	3,220.48	45772	01/15/2025
		1605381-00	0243807940		METERS & PITS	1	10/24/2024	8,287.68	.00	8,287.68	45772	01/15/2025
		1609103-00	0243807950		battery for handheld reader	1	01/15/2025	471.79	.00	471.79	45772	01/15/2025
		6240497-00	0243807940		Credit 62939955-00	1	08/23/2024	516.60-	.00	516.60-	45772	01/15/2025
Total 3:								11,463.35	.00	11,463.35		
149 ROC	KY MOUNTAIN BANK	DEC BANK F	0241505550		Bank Fees	1	12/31/2024	15.95	.00	15.95	20250115	01/14/2025
Total 149:	:							15.95	.00	15.95		
201 ATM	OS ENERGY	3017912536	0444151900		pool	1	01/09/2025	88.16	.00	88.16	20250115	01/14/2025
Total 201:	:							88.16	.00	88.16		
245 KRAS	SSA & MILLER, LLC	DEC 2024 W	0243707890		LEGAL FEES	1	12/31/2024	1,295.44	.00	1,295.44	45775	01/15/2025
Total 245:	:							1,295.44	.00	1,295.44		
332 Pueb	blo Dept of Public Heal	DEC 2024 S	0243707810		WATER TESTING 2024	1	01/14/2025	84.00	.00	84.00	45777	01/15/2025
Total 332:	:							84.00	.00	84.00		
635 SAFE	ETY KLEEN CORPOR	96250446-24	0143103500		FLUIDS CONTRACT	1	01/13/2025	329.47	.00	329.47	45779	01/15/2025
Total 635:	:							329.47	.00	329.47		
923 ALSC	00	LDEN305006	0143102000		UNIFORM RENTAL-Street	1	01/08/2025	173.50	.00	173.50	45769	01/15/2025
Total 923:	:							173.50	.00	173.50		
2219 CHA	RTER COMMUNICATI	1726308010	0141505000		CITY HALL	1	01/15/2025	139.98	.00	139.98	20250115	01/15/2025
		1726308010	0143105000		shop	2	01/15/2025	239.95	.00	239.95	20250115	01/15/2025
		1726308010	0444152000		pool	3	01/15/2025	139.98	.00	139.98	20250115	01/15/2025
		1726308010	0142105050		PDcable	4	01/15/2025	1,021.00	.00	1,021.00	20250115	01/15/2025
		1726308010	0142105000		PD PHONES	5	01/15/2025	159.70-	.00	159.70-	20250115	01/15/2025

ity of Florence	e				oice Report - Expenditure Appr k issue dates: 1/13/2025 - 1/15		ist					Jan 15, 202	Page: 25 01:50F
/endor lumber	Name	Invoice Number	GL Ac	unt	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
Total 221	19:							1,381.21	.00	1,381.21			
2220 KAC	GAN & SON, LLC	17240 2024	1743107530		CRUSHER FINES 2024	1	12/23/2024	686.92	.00	686.92	45774	01/15/2025	
Total 222	20:							686.92	.00	686.92			
2467 Cen	ntury Link	300805105 0	0241505000		SOUTH PLANT internet	1	01/08/2025	171.20	.00	171.20	20250114	01/14/2025	
Total 246	67:							171.20	.00	171.20			
2614 Am	net Inc.	18833	0142107500		pd Laptop ARPA	1	01/13/2025	26,791.90	.00	26,791.90	20250114	01/14/2025	
		18834	0142103100		Booking Computers replac	1	01/13/2025	1,973.04	.00	1,973.04	20250114	01/14/2025	
		18835	0141505700		Desktops Admin ARPA	1	01/13/2025	18,352.84	.00	18,352.84	20250114	01/14/2025	
		18837	0141503000		Shipping	1	01/14/2025	25.00	.00	25.00		01/14/2025	
			0141503000		Trip Lite 450v outlet	2		95.32	.00		20250114	01/14/2025	
Total 261	14:							47,238.10	.00	47,238.10			
2835 Boo	ot Barn, Inc	INV0044187	0243302000		Boots DK	1	01/15/2025	174.99	.00	174.99	45770	01/15/2025	
Total 283	35:							174.99	.00	174.99			
3115 Roc	cco F. Meconi, PC	DEC 2024 CI	0141203700		Dec 2024 Prosecutor	1	12/31/2024	78.00	.00	78.00	45778	01/15/2025	
Total 311	15:							78.00	.00	78.00			
3156 Rep	oublic Services#653	0653-000055	0241503000		Water Treatment Plant - Re	1	12/31/2024	9.75	.00	9.75	20250114	01/14/2025	
		0653-000554	0143204300		City Of Florence - Trash Se	1	12/31/2024	17.00	.00	17.00	20250114	01/14/2025	
		0653-000555	0143204100		City Of Florence - Trash Se	1	12/31/2024	1,414.11	.00	1,414.11	20250115	01/14/2025	
		0653-000555	0143204100		City Of Florence - Trash Se	1	12/31/2024	48.75	.00	48.75	20250114	01/14/2025	
Total 315	56:							1,489.61	.00	1,489.61			
3173 Delt	ta Dental Of Colorado	JANUARY P	0120002032		Dental Insurance Premium	1	01/03/2025	2,539.71	.00	2,539.71	20250114	01/14/2025	
Total 317	73:							2,539.71	.00	2,539.71			
3175 Mat	hhew L Little, Jr	CITY HALL D CITY HALL D			City Hall Door Project Supp City Hall Door Project Supp	1	01/14/2025 01/14/2025	12,000.00 12,000.00-	.00	.00	45782	01/15/2025	

City of Florence				Paid Invoice Report - Expenditure Appro Check issue dates: 1/13/2025 - 1/15/		st					Jan 15, 2025	Page: 01:50PM
Vendor Number Name	Invoice Number		GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
	CITY HALL D CITY HALL D			City Hall Door Project 10 % City Hall Door Project 10 %	1 2	01/14/2025 01/14/2025	12,000.00 12,000.00-	.00	.00	45782	01/15/2025	
	CITY HALL D	0140608420		City Hall Door Project Supp	1	01/15/2025	12,000.00	.00	12,000.00	45783	01/15/2025	
Total 3175:							12,000.00	.00	12,000.00			
3226 Westover Homes L	LC REFUND PR	0234101050		Sold Property Title COmpa	1	01/13/2025	71.66	.00	71.66	45780	01/15/2025	
Total 3226:							71.66	.00	71.66			
3236 David White	REFUND CL	0234101050		Refund closing	1	01/08/2025	4.24	.00	4.24	45773	01/15/2025	
Total 3236:							4.24	.00	4.24			
3237 Colorado Shed Col	mpany DEPOSIT 45	0143107600		PW Shed 30% Deposit- AR	1	01/15/2025	8,838.20	.00	8,838.20	45771	01/15/2025	
Total 3237:							8,838.20	.00	8,838.20			
Grand Totals:							88,123.71	.00	88,123.71			

Report Criteria:

Detail report type printed

# COUNCIL ACTION FORM MEETING DATE: JANUARY 21, 2025 STAFF CONTACT: SAM ELSTUN, PUBLIC WORKS

Agenda Item:	Consider entering into an agreement with Vivid Engineering Group for materials testing for the North Pikes Peak waterline project.
Department:	Public Works

#### Staff Recommendation:

Staff recommends entering into an agreement with Vivid Engineering Group for materials testing for the North Pikes Peak waterline project in an amount not to exceed \$17,332.50.

#### Background/Description of Item:

Materials testing is required as part of the ongoing North Pikes Peak waterline project. This testing is outside of the scope of the construction services agreement the City of Florence currently has with Rhoades Construction Inc.

The scope of work for the materials testing includes process control testing for overlay and replacement of asphalt, curb and gutter, thrust walls, and fill flow of the waterline trench.

#### **Financial Impact:**

The project cost for this item is not to exceed \$17,332.50.

#### Attachments included:

• Vivid Engineering Group cost estimate

#### Suggested Motion:

Authorize the City Manager to enter into an agreement with Vivid Engineering Group for materials testing for the North Pikes Peak waterline project in an amount not to exceed \$17,332.50.

# VIVID ENGINEERING GROUP, Inc. MASTER SERVICES AGREEMENT (CM, INSPECTION, TESTING) – GENERAL CONDITIONS

Client: City of Florence

Name of Authorized Representative: Cortlyne Huppe

Client Signature:\_\_\_\_\_

Date: \_\_\_\_

This document is to serve as a master service agreement for task order services for the Canon City Schools Pavement Replacement Projects. Please fill out the information above, sign and date. As this work will include various school repaying projects over multiple years, therefore no work will be performed until scope and fee is approved by Canon City Schools for individual task orders.

1. <u>Standard of Care</u>. VIVID Engineering Group, Inc. (VIVID) will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of VIVID's profession practicing in the same locality, under similar conditions and at the date the Services are provided. VIVID makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided under or pursuant to this Agreement.

2. <u>Insurance</u>. VIVID will maintain worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. Client will maintain adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that its failure to comply with this clause invalidates any indemnity by VIVID hereunder.

3. <u>Payment</u>. Except as otherwise provided in the first page of this agreement or Proposal, Client shall pay invoices within 30 days of receipt. Invoices not paid within thirty (30) days of invoice date incur a fee of 1½ % per month from the date of invoice and suspension by VIVID of all Services.

4. <u>Termination</u>. Either party may terminate this Agreement at any time upon written notice, whether for cause or for convenience, in which event Client shall pay VIVID for such portion of the Services performed and materials provided up to the date of termination.

5. **Performance.** VIVID will perform the Services as an independent contractor and will not act as Client's agent or employee. The parties do not intend to create, and nothing in this Agreement will be construed to create, any special relationship or fiduciary duty. VIVID will be subject to and operate in compliance with all federal, state and local laws and regulations. Client agrees that VIVID will not be responsible for the means, methods, techniques, sequences or procedures of construction, for constant or exhaustive inspection of construction work, or for the safety procedures employed by any party other than its own employees and subcontractors. VIVID will only sign certifications relating to the Services if VIVID agreed in writing prior to the commencement of the Services to provide them. Such certifications are statements of professional opinion only. VIVID will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, site inaccessibility, or delays due to actions or inactions of Client or others.

6. <u>Client Responsibilities</u>. Client agrees to provide all available material, data, and information pertaining to the Services, including, without limitation, (i) composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, (ii) hazards that may be present, (iii) nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of site past and present compliance status, (v) status of any judicial or administrative action concerning the site or Project, and (vi) Client's relevant benchmarks, plans, maps, and property ownership records. Client will ensure the cooperation of Client's employees, contractors and consultants ("Client Parties") with VIVID. VIVID is entitled to rely upon the accuracy and completeness of all information given by Client Parties.

7. Indemnity: Limitation of Liability. Client will defend, indemnify and hold harmless VIVID, its officers, directors, parent, affiliates, shareholders and employees, from and against any all claims, demands, causes of action, damages or other liabilities, including but not limited to attorney's fees and other legal expenses reasonably incurred by VIVID (collectively, "Claims"), that arise from performance of the Services or from VIVID's negligent acts, errors or omissions in connection with the Project or this Agreement, excepting Claims arising from the sole negligence or wilful misconduct of VIVID. The maximum aggregate liability of VIVID in connection with this Agreement and all amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to VIVID for the Services hereunder or \$25,000, and Client hereby releases VIVID from any liability above such amount. As used in this clause, "VIVID" includes VIVID, its affiliates, subcontractors, and each of their respective partners, officers, directors, shareholders and employees. Neither party will be liable to the other for any special, incidental, indirect, exemplary, punitive or consequential damages however arising incurred by either VIVID or Client or for which either may be liable to a third party.

8. <u>Reliance</u>. The documents provided by VIVID to Client under this Agreement may be based on information obtained from sources outside VIVID's control. Other than the application of prudent professional care in their evaluation, VIVID does not warrant, expressed or implied the accuracy thereof. All documentation furnished to Client is intended for the benefit of the Client for the purpose stated herein and is not intended or represented to be suited for reuse by Client or others. Any reuse or provision of the documents to others without the specific written consent of VIVID for the specific purposes intended will be at user's sole risk and without liability and legal exposure to VIVID.

9. <u>Hazardous Materials; Samples.</u> VIVID will not take title to or be liable for any hazardous materials found at any project site. Any risk of loss with respect to all materials remains with the Client or the site owner, who will be considered the generator of such materials, execute all manifests as the generator of them, and be liable for the arrangement, transportation, treatment, and disposal of all material. All samples remain the Client's property. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

10. <u>Amendments, Changes, Assignment, Waiver, Compliance</u>. This Agreement represents the entire agreement of the parties, and may be modified only in a writing signed by both parties. To the extent of any inconsistency between this Agreement and any other document, the provisions of this Agreement will always prevail. Any preprinted terms and conditions on forms used by either party in the administration of this Agreement are void and shall not act to supplement or replace these Terms and Conditions. Neither party may assign this Agreement without the other's prior written consent. Waiver of any term, condition or breach of this Agreement will not operate as a waiver of any other term, condition or breach. Client and VIVID shall abide by 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

CON	STRUCTION	N SERVICES	COST ESTIM	АТЕ
		-	Project Info	
	Date:	7-Jan-25		
	Client:	Florence, CO		
		Cortlyne Huppe		
		600 W. 3rd St, Fl		
	E-mail:	cortlyne.huppe@floren	cecolorado.org	
VIVIL		719.784.4848		
Engineering Group	Project Name:	Materials Testin	g for North Pikes F	Peak Waterline Schedule C
1053 Elkton Drive, Colorado Springs, CO 80907 Ph:719-896-4356   Fax:719-896-4357	Location:	Florence, CO		
1 n./1/-0/0-4550   1 ax./1/-0/0-4557	Proposal :	D25-2-874		
	F	Project Description	on	
<i>roject Description:</i> The Project consists of the street to approximately 200' north of West 7th Streptacement of curb and gutter and sidewalk. <i>cope of Work:</i> VIVID's work scope includes the rocess control testing will include testing both p ow fill of the waterline trench. It is understood	reet. This project e Materials Testing processes of aspha that the number of	also includes removed by a second sec	val and replacement ontrol (PC) We wil	of asphalt, milling and repaving asphalt, l provide PC Testing based on Bid Schedule C t), Curb and gutter, sidewalk, thrust walls, and
ith the contractors work progress, and testing r	-	agement / Reco	rds / Meetings	
Activity	Unit(s)-hrs.	Rate-per hr.	Total	Notes
Project Management	20	\$210.00	\$4,200.00	Records Review/Material Submittal Review/Project Setup and invoicing
		Subtotal	\$4,200.00	
	Fie	ld Technician L	abor	
Activity	Unit(s)-hrs.	Rate-per hr.	Total	Notes
Engineering Technician	100	\$100.00	\$10,000.00	10 Trips Portal to Portal
Lab Manager	0	\$120.00	\$0.00	Labor is included in lab testing cost below
		Subtotal	\$10,000.00	
Activity/Test	Unit	Lab Testing Unit Rate	Total	Notes
AC Content Gradation	2	\$275.00	\$550.00	1 for Mill and Overlay, 1 for asphalt replacement
RICE Maximum Theoretical Spec. Grav.	2	\$150.00	\$300.00	1 for Mill and Overlay, 1 for asphalt replacement
		1		1 for Mill and Overlay, 1 for asphalt replacement
Asphalt Core Specific Gravity / Thickness	2	\$200.00	\$400.00	1 Day for Both Sections
Asphalt Coring Equipment Usage	1	\$250.00	\$250.00	
Concrete Compression	15	\$21.50	\$322.50	1 Set for Thrust blocks, 1 Curb and Gutter,1 Sidewalk
Standard Proctor	2	\$180.00	\$360.00	1 for Base Course, 1 for Class A Backfill
Flow Fill Compression	5	\$50.00	\$250.00	1 Set of 6x12 inch specimens, includes capping
		Subtotal	\$2,432.50	
		OTHER COST	S	
Charge	Unit	Unit Rate	Total	
Trip / Equipment Charge	10	\$70.00	\$700.00	10 trips to site (including sample pickup)
	10	Subtotal	\$700.00	To trips to site (menuting sumple presup)
Proposal prepared by:	TOTAL OR Jeff Klimek Construction Ser		\$17,332.50	_
	<u>iklimek@vivideg.com</u> cell: (303) 478-3	0		

# COUNCIL ACTION FORM MEETING DATE: JANUARY 21, 2025 STAFF CONTACT: AMY NASTA, CITY MANAGER

Agenda Item: Consider approving the annual liquor license renewal for Papa's Restaurant

**Department:** Administration

#### Staff Recommendation:

Approve the annual liquor license renewal for Papa's Restaurant

#### Background/Description of Item:

Papa's Restaurant is located at 132 West Main Street. The applicant has submitted all required renewal documentation.

#### **Financial Impact:**

The City fee for this application was \$175.00

#### Suggested Motion:

Approve the annual liquor license renewal for Papa's Restaurant.

# COUNCIL ACTION FORM MEETING DATE: JANUARY 21, 2025 STAFF CONTACT: CORTLYNE HUPPE, CITY CLERK

Agenda Item:	Consider approving the Special Events Permit for the Florence Pioneer Museum as presented
Department:	Administration

## Staff Recommendation:

Consider approving the Special Events Permit for the Florence Pioneer Museum as presented.

#### Background/Description of Item:

The Florence Pioneer Museum requests its annual Special Events Permit for the year. The 2025 events are proposed to take place on/at:

- 10:00 AM 6:00 PM, March 8, 2025
- 10:00 AM 6:00 PM, April 26, 2025
- 10:00 AM 6:00 PM, July 19, 2025
- 10:00 AM 6:00 PM, August 9, 2025
- 10:00 AM 6:00 PM, October 11, 2025
- 10:00 AM 6:00 PM, November 8, 2025

The Florence Pioneer Museum will be well within its annual permitted SEP dates: 6/15 dates.

The applicant has paid the requested fees and all supporting documentation has been submitted. With the Council's approval, this item is ready to be sent to the Department of Revenue Liquor Enforcement Division.

#### **Financial Impact:**

The City fee for this application is \$100.00.

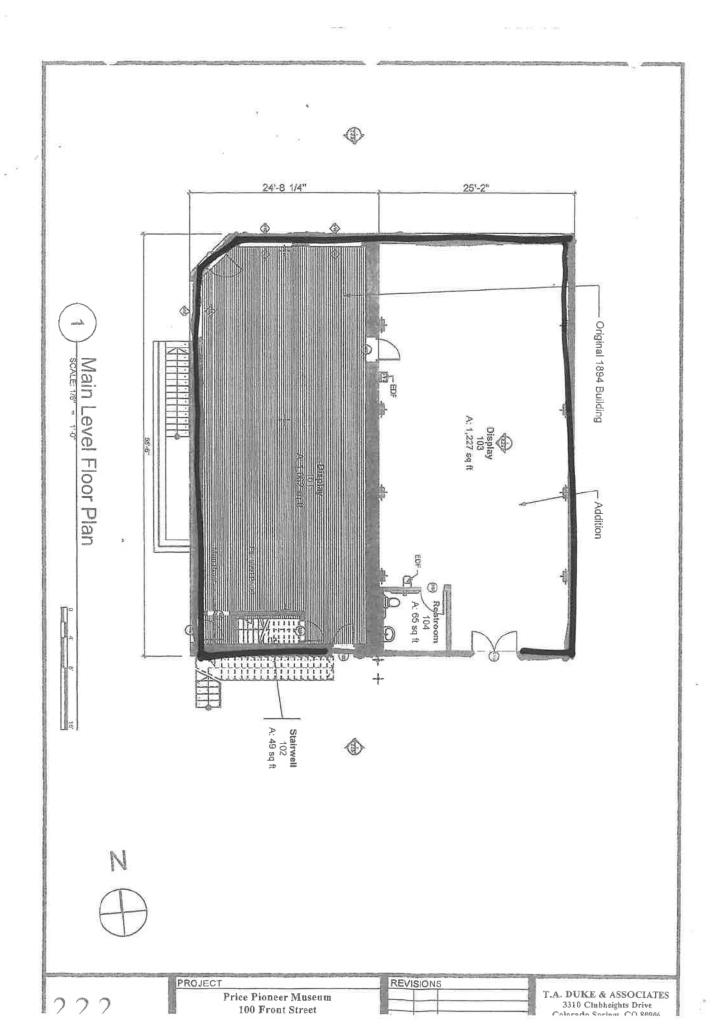
#### Attachments:

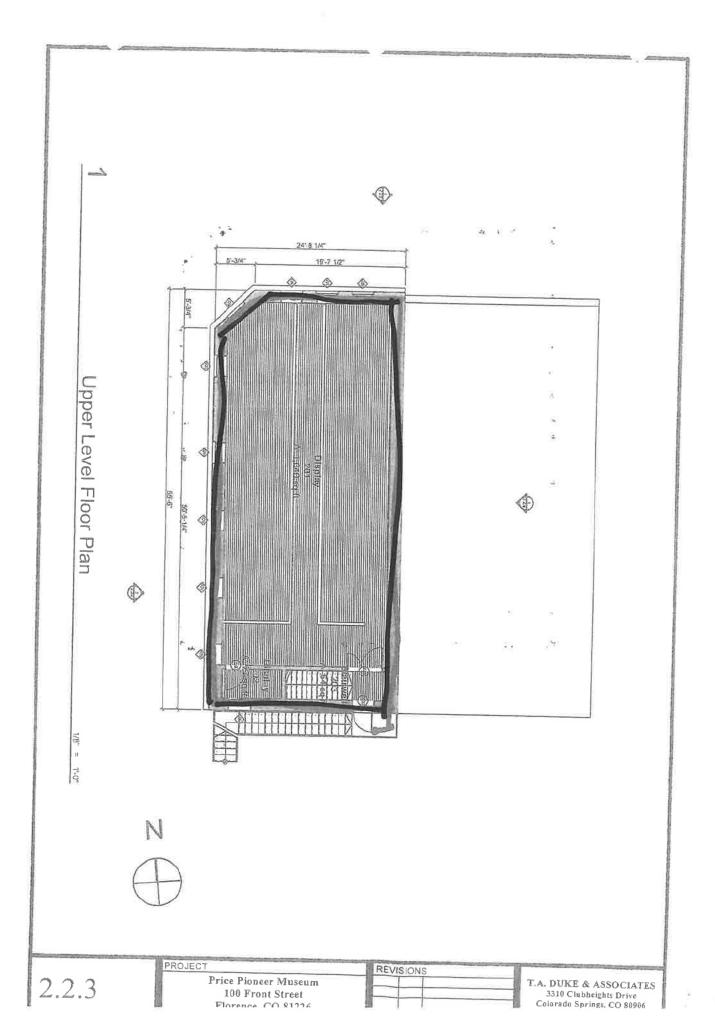
- Special Events Permit Application
- Proposed Liquor Boundary/Maps

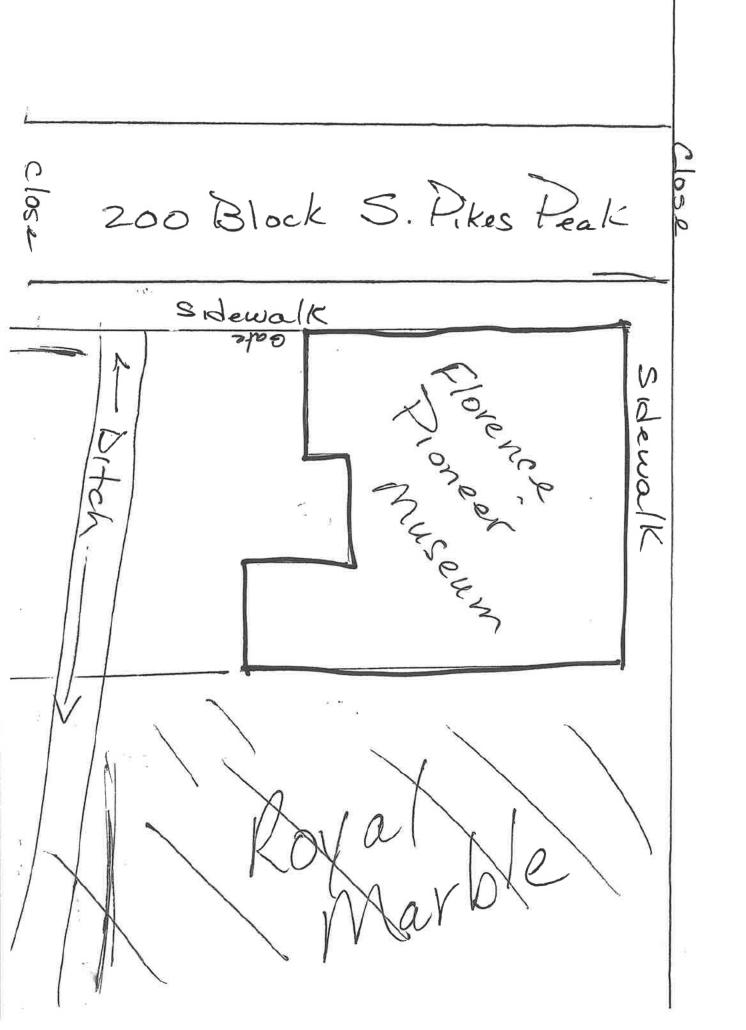
#### **Suggested Motion:**

Approve the Special Events Permit for the Florence Pioneer Museum as presented.

In order to callify for a Space Element, Family, You Must Be a Qualifying Organization Per 443-102 C.R.S.  And One of the following (Besteck for details)  Character Brown, Larger or Character for details)  Presence Character Brown, Larger or Character or Society Presence	DR 8439 (09/19/19) COLORADO DEPARTMENT OF REVE Liquor Enforcement Division (303) 205-2300	NUE Applicat	ion for a Sp Permit		nts	De	partmen	tal Use Only	,
Autorized Representative of Quality Conjunction or Bolical Conditions     Autorized Representative of Quality Conjunctions     Autorized Representative Conjunctions     Autorized Representati	In order to qualify for a Special Ever	its Permit, You Must Be a	Qualifying Organiza	ation Per 44-5-102	C.R.S.				
□       Implementation in the second consider       □		sk for details.)	-						
Autocover of Special Provide Application of Society     Partice     Parti		anah Ladao at Chaster							
Polical     Previnced					8				
LIB       Type of Special Event Applicant is Applying for:       DD NOT WRITE IN THIS SPACE         2110       Hart Mous And Spirituous Liquor       \$25.00 Per Day         2170       Ferrented Malt Beverage       \$10.00 Per Day         2170       Ferrent		2		anty Owned Arts Facili	les				
2110       Mail, Vinous And Splitbours Liquor       \$25.00 Per Day       Liquor Permit Number         2117       Emmented Mail Beverage       \$10.00 Per Day       Liquor Permit Number         2117       Emmented Mail Beverage       \$10.00 Per Day       Liquor Permit Number         2118       Emmed Application or Political Canadade (Policida street, dynkmrand 2P)       State Safet Tex Number (Permit Number         2       Nume of Application or Political Canadade (Policida street, dynkmrand 2P)       I/OD LE, Front & Street         2       Addresse of Place to Henric Special Event (Policida street, dynkmrand 2P)       I/OD E, Front & Street         4       Autorized Representative of Qualifying Organizations or Political Canadadate (Bolda street, dynkmrand 2P)       I/OD E, Front & Street         4       Autorized Representative of Qualifying Organizations or Political Canadadate (Bolda street, dynkmrand 2P)       I/OD E, Front & Street, front Stree									
2170 □       Ferrented Mail Beverage       \$10.00 Per Day         1. None of Applicant Organization of Polical Candidates       State Societ Text Anthon (Secondate)         2. Mail of Applicant Organization of Polical Candidates       State Societ Text Anthon (Secondate)         2. Mail of Address of Organization of Polical Candidates       State Societ Text Anthon (Secondate)         PO Bay 131 - 100 E, Front SI, Florence C O States       State Societ Text Anthon (Secondate)         4. Autoorce Representative of Dualitying Organization or Polical Candidates       Doale of Bin         Promo Number       Doale of Bin         Promo Number       Doale of Dualitying Organization or Polical Candidates         Autoorce Representative of Address (Secondates)       Doale of Bin         Promo Number       Doale of Bin         Promo Number       Doale of Dualitying Organization or Polical Candidates         Control Lagonesea on Written Permetes and Candidates       Diale of Bin         Promo Number       Doale of Text Number         Event Manager       Promo Number         Event Manager       Promo Number         Event Manager       Promo Number         No       Vest Tore Name (Secondate)         No       Vest Tore Name (Secondate)         No       Vest Tore Name (Secondate)         No       Vest Tore Name (Secondate) </td <td>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</td> <td></td> <td>, u</td> <td></td> <td></td> <td></td> <td>THIS</td> <td>SPACE</td> <td></td>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, u				THIS	SPACE	
				Liquor Permit	Number				
Construction of construction of Policel Construction of Policel Construction of Construct			\$10.00 Per Day						
(include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, cityt			174 <b>14</b> 75171 141911 121			S	ate Salec	Tay Number (	Paguirad)
(include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, citytoom and ZP)       (include street, citytoom and ZP)       (include street, citytoom and ZP)         (include street, cityt	2. Mailing Address of Organization or P	olitical Candidate	USelim 3. Ad	dress of Place to Ha	ve Special Even	,			
Florence       CO       SI22G       Florential CD       SI22G         4. Autorized Representative of Dualitying Organization or Policical Candidate       Date of Birth       Prone Number         Autorized Representative of Dualitying Organization or Policical Candidate       Date of Birth       Prone Number         Autorized Representative Macching Properties or control to Dualitical 2       Internet Manager       Internet Manager         B. Degree Address (Brief, Cay, State, ZP)       Date of Dual of Adress at State       Date of Dual of Adress at State         B. No       Yes       How many days?       Date of Dual of Adress at State       Control Manager         B. No       Yes       How many days?       Date of Dual of Adress at State       Date of Dual of Adress at State         B. No       Yes       How many days?       Date of Dual of Adress Adress at State       Date of Dual of Adress Adress at State         B. Does had Applicant How Possession of Witter Permission for the Use of The Permetse to be Learned?       Wes       Date of Dual Dual of Dual Dual of Dual of Dual of Dual of Dual of Dual of Dua	(include street, city/town and ZIP)		. (inc	clude street. city/tow	n and ZIP)		1	j.	
Florence       CO       SI226       Florential CD       SI226         4. Authorized Representative of Qualitying Organization or Policical Candidate       Date of Birth       Prone Number         Authorized Representative of Qualitying Organization or Policical Candidate       Date of Birth       Prone Number         Authorized Representative of Qualitying Organization or Policical Candidate       Date of Birth       Prone Number         Authorized Representative of Qualitying Organization or Policical Candidate       Date of Birth       Prone Number         Staget Manager       Date of Date o	POBA 131-	100 E. Front	1.St. 1	00 E.1	Front	St	ree	+	
Automoted Decrementational Matters Automatical Decrementation of the automati	Florence Co	81226	1.17						
Authorized Period Period       Mailed Period       Address (if differing i the period       Image: Control of the period       Phone Number         St. Event Manager       Mailed Address (if differing i the period       Image: Control of the period       Phone Number         Event Manager       Mailed Address (if control of period       Mailed Address (if control of period       Phone Number         Event Manager       Mailed Address (if control of period       Mailed Address (if control of period       Phone Number         Image: Address (if control of period       Mailed Address (if control of period       Mailed Address (if control of period       Phone Number         Image: Address (if control of period       Mailed Address (if control of period       Mailed (if control of period       Phone Number         Image: Address (if control of period       Mailed (if control of period       Mailed (if control of period       Phone Number         Image: Address (if control of period       Mailed (if control of period       Mailed (if control of period       Phone Number         Image: Address (if control of period       Mailed (if control of period       Phone Number       Phone Number         Image: Address (if control of period       Mailed (if control of period       Phone Number       Phone Number         Image: Address (if control of period       Mailed (if control of period       Phone Number       Phone Number <td>4. Authorized Representative of Qualify</td> <td>ing Organization or Political (</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	4. Authorized Representative of Qualify	ing Organization or Political (							
5. Event Manager       Date with the prome Number         Event Manager       The Address (Sived, Cry, State, ZP)         6. Has Address (Sived, Cry, State, ZP)       In a premase for Which your events to be hold: currently likensed under the Colorado Lucor or Beer codes?         8. No       Yes       How many days?         8. Does the Applicant Have Possession for the Use of The Premises to be Locured?       No         Date	Gayle Mach	Kinnon	s provided in Question	2)			219	-784-	1904
Control       Contro       Control       Control									
	5. Event Manager	V ·			Data of Dists	Ph	one Numi	ber	
	Gayle Mac	Kinnon				7	119-	784-1	904
a. http://documentation.org/index.electronic calification       The the premises for which your event is to be held currently/licensed under the Colorado Liquor or Beer codes?         A. No       Yes       How many days?       In the premises of which your event is to be held currently/licensed under the Colorado Liquor or Beer codes?         A. No       Yes       How many days?       In the premises of which your event is to be held currently/licensed under the Colorado Liquor or Beer codes?         B. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?       Ves       No         Bate       -2.5       Date       -2.6       Date       -7.6         Hours       From       // O. Q.m.       Hours       From       // O. Q.m.       Hours       From       Date       -7.6       Q.m.         Date       Jest       Date       Date       Date       Date       Date       Date       Date       Date       Inc.       G. D.m.       To       G. D.m.         To       G. D.m.       Hours       From       .m.       To       .m.	Event Manager Home Address (Street, C	State, ZIP)			C Address	or event	Manager	a.	1
No       Yes       How many days?       No       Yes       License Number         8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?       Yes       No       Date       Date         Bate       Date					Hoven	2h	ston	Pchar	terne
No       Yes       How many days?       No       Yes       License Number         8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?       Yes       No       Date       Date         Bate       Date	Issued a Special Event Permit this Ca	alendar Year?	7. Is t Co	the premises for white lorado Liquor or Bee	ch your event is t er codes?	o be held	currently	licensed unde	er the
B. Does the Applicant Have Possession of Writen Permission for the Use of The Premises to be Licensed? Wes No      List Balow the Exact Date(s) for Which Application is Being Made for Permit.      Date 3-8-25     Date 4-26-25     Date 7-19-25     Date 7-26     Da	No TYes How many	davs?	P	NO Ves	License Num	her			
List Below the Exact Date(s) for Which Application is Being Made for Permit         Date			Lise of The Premises t						
Date       Bale       24-24-25       Date       24-24-25       Date       24-24-25       Date       24-24-25       Date       Date       24-25       Date       24-25       Date       24-25       Date       25-25       Date       26-25       Date       Date       26-25       Date       Date       26-25       Date       Date       Date       26-25       Date       Da									
Hours       From       I I Hours       From       I I I I I I I I I I I I I I I I I I I	Date 3-8-25 Date				24	5	Date	10-11-	25
Date       // - 8 - 25       Date       Date       Date       Date       Date       Date         Hours       From       // O       m.       To       m.       m.       To       m.       To       m.       m.       To       m.       To       m.       To       m.       m.       m.       m. </th <th>Hours From CO Cm. Hours</th> <th>From 10 Q.m.</th> <th>Hours From 10</th> <th>Ce.m. Hours</th> <th>From 10</th> <th>Q.m.</th> <th></th> <th>-</th> <th>a.m.</th>	Hours From CO Cm. Hours	From 10 Q.m.	Hours From 10	Ce.m. Hours	From 10	Q.m.		-	a.m.
Hours       From       IDD and       Hours       From       Indiana       Indiana <t< td=""><td>To Gpm.</td><td>το 6 ρ.m.</td><td>TO 6</td><td>pm.</td><td>To 6</td><td>P.m.</td><td></td><td>То</td><td>6 pm</td></t<>	To Gpm.	το 6 ρ.m.	TO 6	pm.	To 6	P.m.		То	6 pm
To       m       T       To       m       To<	1. 0 000		Date	Date		ð.	Date		
Date     Date     Date     Date       Hours     From     .m.     Hours     From     .m.     Hours     From     .m.     Hours     From     .m.     To     .m.     .m.     To     .m.		From m	Hours From	.m. Hours	From	ា	Hours	<b>F</b>	
Hours     From     .m.     To     .m.     Hours     From     .m.     To     .m. <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>From</td><td>.m.</td></t<>								From	.m.
To       m       To       Th       To       Th       To		To "m.			То	-m-			
Oath of Applicant       Ito       Ito       Ito         Ideclare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.       Date         Signature       Ito 25         Report and Approval of Local Licensing Authority (City or County)       Date         The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.         THEREFORE, THIS APPLICATION IS APPROVED.         Local Licensing Authority (City or County)         City       Telephone Number of City/County Clerk         Do NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY         Liability Information         License Account Number       Liability Date	Date Date		Date	Date				То	
Indeclare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, gorract, and complete to the best of my knowledge.       Date         Signature       The port and Approval of Local Licensing Authority (City or County)       Date         The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.       THEREFORE, THIS APPLICATION IS APPROVED.         Local Licensing Authority (City or County)       City       Telephone Number of City/County Clerk         Signature       Title       Date         Do NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY       Liability Information         License Account Number       Liability Date       State       Total	Date Date Date Hours From .m. Hours	From .m.	Date Hours From	Date m. Hours	From	.m.		To From	.m.)
that all information therein is true, gorrect, and complete to the best of my knowledge.       Date         Signature       Title       Date         Report and Approval of Local Licensing Authority (City or County)       The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.       THEREFORE, THIS APPLICATION IS APPROVED.         Local Licensing Authority (City or County)       City       Telephone Number of City/County Clerk         Signature       Title       Date         DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY       Date         Liability Information       Liability Date       State         License Account Number       Liability Date       State       Total	Date Date Date Hours From .m. Hours	From .m.	Date Hours From To	m. Date	From	.m.		To From	.m.)
Signature       The Date       Date         Report and Approval of Local Licensing Authority (City or County)         The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.       THEREFORE, THIS APPLICATION IS APPROVED.         Local Licensing Authority (City or County)       City       Telephone Number of City/County Clerk         Signature       Title       Date         DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY         Liability Information       Liability Date       State	Date Hours From .m. Hours To .m.	From .m. To .m.	Date Hours From To Oath of Appli	icant	From To	.m. .m.	Hours	To From To	.m. .m. .m.
Augustic       Description         Report and Approval of Local Licensing Authority (City or County)         The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.         THEREFORE, THIS APPLICATION IS APPROVED.         Local Licensing Authority (City or County)       City       Teleghone Number of City/County Clerk         Signature       Title       Date         Liability Information         License Account Number       Liability Date       State       Total	Date Hours From .m. Date Hours To .m. Hours	From .m. To .m. ury in the second degr	Date Hours From To Oath of Appli ree that I have read	m. Date Hours icant d the foregoing a	From To	.m. .m.	Hours	To From To	.m. .m. .m.
Report and Approval of Local Licensing Authority (City or County)         The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.         IntereFORE, THIS APPLICATION IS APPROVED.         Local Licensing Authority (City or County)       City         County       City         Signature       Title         Do NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY         Liability Information       Liability Date         License Account Number       Liability Date	Date Hours From .m. Date Hours To .m. Hoeclare under penalty of perj that all information therein is to	From .m. To .m. ury in the second degr	Date Hours From To Oath of Appli ree that I have read lete to the best of r	m. Date Hours icant d the foregoing a	From To	.m. .m.	Hours	To From To nts thereto	.m. .m. .m.
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.  Local Licensing Authority (City or County)  Local Licensing Authority (City or County)  DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY  Liability Information  License Account Number Liability Date State Total	Date Hours From .m. Date Hours To .m. Hoeclare under penalty of perj that all information therein is to	From .m. To .m. ury in the second degr rue, correct, and comp	Date Hours From To Oath of Appli ree that I have read lete to the best of r	icant d the foregoing a my knowledge.	From To application ar	.m. .m.	Hours	To From To nts thereto	.m. .m. .m.
and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.  Local Licensing Authority (City or County)  City County  Telephone Number of City/County Clerk County  Date  DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY  Liability Information  License Account Number Liability Date State Total	Date Hours From .m. To .m. Date Hours To .m. Date Hours Signature	From .m. To .m. Jury in the second degr rue, gorrect, and comp	Date Hours From To Oath of Appli ree that I have read lete to the best of r	icant d the foregoing a my knowledge.	From To application ar	ama ama nd all at	Hours	To From To nts thereto	.m. .m. .m.
Local Licensing Authority (City or County)       City       Telephone Number of City/County Clerk         Signature       Title       Date         DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY       Liability Information         License Account Number       Liability Date       State	Date Hours From .m. To .m. Date Hours To .m. Date Hours Signature Signature Carefunder penalty of perj that all information therein is to Signature Carefunder Signature Carefunder Ref	From .m. To .m. ury in the second degr rue, gorrect, and comp	Date Hours From To Oath of Appli ree that I have read lete to the best of r	Date Hours icant d the foregoing a my knowledge.	From To application ar	.m. .m. nd all at	Hours tachme	To From To Ints thereto	.m. .m. , and
Signature       Title       Date         DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY       Liability Information         Liability Information       Total	Date Hours From .m. To .m. Dete Hours To .m. Date Hours To .m. Date Hours Hour	From m. To m. ury in the second degr rue, correct, and comp form and Approval of been examined and th rmit, if granted, will cor	Date Hours From To Oath of Appli ree that I have read lete to the best of r Tage of Local Licensi ne premises, busine mply with the provi	Date Hours icant d the foregoing a my knowledge. Date Hours icant d the foregoing a my knowledge.	From To application ar <u>Costude</u> (City or Co and character , Article 5, C.	.m. .m. and all at when the of the	Hours tachme	To From To Ints thereto	.m. .m. , and
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY       Liability Information       License Account Number     Liability Date	Date Hours From .m. To .m. Dete Hours From .m. To .m. Date Hours To .m. Date Hours That all information therein is th Signature The foregoing application has and we do report that such pe	From .m. To .m. uury in the second degr rue, correct, and comp function of the second degr rue, correct, and comp formation of the second degr poort and Approval of been examined and the rmit, if granted, will corr THEREFOR	Date Hours From To Oath of Appli ree that I have read lete to the best of r The premises, busine mply with the provi E, THIS APPLICAT C	Date Hours icant d the foregoing a my knowledge. Mandform ng Authority ess conducted a sions of Title 44 TION IS APPRO	From To application ar City or Co and character , Article 5, C. OVED.	.m. .m. and all at unty) of the R.S., as	Hours tachme applicar s ameno	To From To Ints thereto	.m. .m. , and
Liability Information           License Account Number         Liability Date         State         Total	Date Hours From .m. To .m. I declare under penalty of perj that all information therein is tr Signature The foregoing application has and we do report that such pe Local Licensing Authority (City or County	From .m. To .m. uury in the second degr rue, correct, and comp function of the second degr rue, correct, and comp formation of the second degr poort and Approval of been examined and the rmit, if granted, will corr THEREFOR	Date Hours From To Oath of Appli ree that I have read lete to the best of r THE of Local Licensi ne premises, busine mply with the provi E, THIS APPLICAT C	Date Hours icant d the foregoing a my knowledge. Mandal ng Authority ess conducted a sions of Title 44 TION IS APPRO	From To application ar City or Co and character , Article 5, C. OVED.	.m. .m. and all at unty) of the R.S., as	Hours tachmed applicar s amend clerk	To From To Ints thereto Jate I-Cora Int is satisfa	.m. .m. , and
License Account Number Liability Date State Total	Date Hours From .m. To .m. I declare under penalty of perj that all information therein is tr Signature The foregoing application has and we do report that such pe Local Licensing Authority (City or County	From .m. To .m. uury in the second degr rue, correct, and comp function of the second degr rue, correct, and comp formation of the second degr poort and Approval of been examined and the rmit, if granted, will corr THEREFOR	Date Hours From To Oath of Appli ree that I have read lete to the best of r THE of Local Licensi ne premises, busine mply with the provi E, THIS APPLICAT C	Date Hours icant d the foregoing a my knowledge. Mandal ng Authority ess conducted a sions of Title 44 TION IS APPRO	From To application ar City or Co and character , Article 5, C. OVED.	.m. .m. and all at unty) of the R.S., as	Hours tachmed applicar s amend clerk	To From To Ints thereto Jate I-Cora Int is satisfa	.m. .m. , and
	Date Hours From .m. To .m. Dete Hours From .m. To .m. Dete Hours To .m. Dete Hours To .m. Dete Hours To .m. Dete Hours Signature The foregoing application has and we do report that such pe Local Licensing Authority (City or County Signature	From m. To m. ury in the second degr rue, gorrect, and comp fort and Approval of been examined and th rmit, if granted, will cor THEREFOR	Date Hours From To Oath of Appli ree that I have reac lete to the best of r Dif Local Licensi ne premises, busine mply with the provi E, THIS APPLICAT C C C C C C C C C C C C C	Date Hours icant d the foregoing a my knowledge. Marchart ng Authority ess conducted a sions of Title 44 TION IS APPRO ity ounty	From To application ar <u>City or Co</u> and character , Article 5, C. <b>DVED</b> .	and all at and all at where the where the sty/County	Hours tachmer applicar s ameno r Clerk	To From To Ints thereto Jate I-Cora Int is satisfa	.m. .m. , and
-750 (990) \$	Date Hours From .m. To .m. Hours From .m. Hours To .m. Hours To .m. Hours Hours To .m. Hours Hou	From .m. To .m. uury in the second degr rue, gorrect, and comp fort and Approval of been examined and the rmit, if granted, will cor THEREFOR	Date Hours From To Oath of Appli ree that I have reached lete to the best of r Till of Local Licensi ne premises, busin mply with the provi E, THIS APPLICA C C C C C C C C C C C C C C C C C C	Date Hours icant d the foregoing a my knowledge. Manual Authority ess conducted a sions of Title 44 TION IS APPRO ity ounty RTMENT OF ation	From To application ar <u>City or Co</u> and character , Article 5, C. <b>DVED</b> .	.m. .m. and all at unty) of the R.S., as ty/County	Hours tachme applicar amend Clerk DNLY	To From To Ints thereto Jate I-Cora Int is satisfa	.m. .m. , and
	Date Hours From .m. To .m. Hours From .m. Hours To .m.	From .m. To .m. uury in the second degr rue, gorrect, and comp fort and Approval of been examined and the rmit, if granted, will cor THEREFOR	Date Hours From To Oath of Appli ree that I have reached lete to the best of r Till of Local Licensi ne premises, busin mply with the provi E, THIS APPLICA C C C C C C C C C C C C C C C C C C	Date Hours icant d the foregoing a my knowledge. Manual Authority ess conducted a sions of Title 44 TION IS APPRO ity ounty RTMENT OF ation	From To application ar <u>City or Co</u> and character , Article 5, C. <b>DVED</b> .	.m. .m. and all at unty) of the R.S., as ty/County	Hours tachme applicar amend Clerk DNLY	To From To Ints thereto Jate I-Cora Int is satisfa	.m. .m. , and







# COUNCIL ACTION FORM MEETING DATE: JANUARY 21, 2025 STAFF CONTACT: AMY NASTA, CITY MANAGER

Agenda Item:	Consider authorizing the City Manager to enter into a contract agreement for janitorial services with The Clean Company of Fremont County, LLC
Department:	Administration

# Staff Recommendation:

Authorize the City Manager to enter into a contract agreement for janitorial services with The Clean Company of Fremont County, LLC.

# Background/Description of Item:

During the 2025 budgeting process, the Florence City Council allocated funds for Janitorial Services for the City of Florence Municipal Building. The attached agreement provides an outline of the services to be rendered, including the responsibilities and financial obligations of all parties.

The Clean Company of Fremont County, LLC has been in business for over 40 years and has janitorial contracts with other local governing agencies. The Clean Company is bonded and insured.

# **Financial Impact:**

The agreement is billed monthly and is supported by the General Fund, and by a small part of the Water Fund.

# Attachments:

• Proposed Contract Agreement with The Clean Company of Fremont County, LLC

# **Suggested Motion:**

Authorize the City Manager to enter into a contract agreement for janitorial services with The Clean Company of Fremont County, LLC

# JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is made and entered into on this 21st day of January, 2025, by and between: The City of Florence, Colorado, a statutory city ("City"), and The Clean Company of Fremont County, LLC, a Colorado limited liability company ("Contractor").

**WHEREAS**, the City desires to engage Contractor to provide janitorial services for City Hall and the Florence Police Station; and

WHEREAS, Contractor desires to provide such services to the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

## 1. Services

Contractor shall provide janitorial services (the "Services") for the City Hall and Florence Police Station located at 600 West 3rd Street, Florence, CO 81226 (the "Premises"). The specific duties and frequency of services are outlined in Exhibit A, attached hereto and incorporated by reference.

## 2. Term

The initial term of this Agreement shall be for one (1) year, commencing on February 1, 2025, and ending on January 31, 2026, unless earlier terminated as provided herein. This Agreement may be renewed for additional one-year terms upon mutual written agreement of the parties.

## 3. Compensation

## **3.1 Service Fee**

The City shall pay Contractor a monthly fee of \$1,400.00 for the Services (the "Service Fee"). This fee shall be paid in arrears on or before the 15th day of each month for Services performed in the preceding month.

## **3.2 Supplies**

Contractor shall source and include its own janitorial and cleaning supplies used in the performance of the Services.

## 4. Independent Contractor

Contractor is an independent contractor and not an employee of the City. Contractor shall be responsible for all taxes, insurance, and other obligations related to its business and employees.

#### 5. Insurance and Bonding

Contractor shall maintain general liability insurance with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Contractor shall also maintain workers' compensation insurance as required by law. Certificates of insurance naming the City as an additional insured shall be provided to the City prior to the commencement of Services.

## 6. Confidentiality

Contractor acknowledges that it may have access to confidential information in the course of providing the Services. Contractor agrees to maintain the confidentiality of all such information and shall not disclose, discuss, or use any such information except as necessary to perform the Services.

# 7. Termination

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party. In the event of a material breach by either party, the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

## 8. Amendments

This Agreement may be amended only by a written instrument executed by both parties.

## 9. Governing Law

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

## **10. Entire Agreement**

This Agreement, including Exhibit A, constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof.

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

CITY OF FLORENCE, COLORADO

|--|

Amber Dickson, THE CLEAN COMPANY OF FREMONT COUNTY, LLC

By:

Amber Dickson, Owner

# **EXHIBIT A**

The Clean Company of Fremont County, LLC 926 Sell Ave. Canon City, CO 81212

Bid for: City of Florence City Hall/Florence Police Station 600 West 3<sup>rd</sup> Street Florence, CO 81226

The Clean Company of Fremont County, L.L.C. has been in business for over 40 years, and is currently under new management. My company has janitorial contracts with governmental agencies, utility companies, medical offices, banks, and many other businesses. My company is bonded and insured through Hartford Insurance. The owner, Amber Dickson, has lived and worked in the community for many years, and has many personal and professional ties within the area.

## Duties to be performed three times per week on City Hall Side: (Monday/Wednesday/Weekend)

Clean and sanitize all bathrooms (stock with supplies)

Collect trash in all offices (excluding City Manager, City Finance Officer, City Clerk Offices)

Disinfect all surfaces

Vacuum all carpets as needed

Clean and disinfect breakroom/kitchen area

Disinfect and sanitize all horizontal surfaces that are accessible to public

Spot clean entryway glass

Sweep/mop all tile floors

#### Duties to be performed once per week:

Dust all blinds and windowsills

Dust all horizontal surfaces (cabinets, ledges, tables, pictures, and any desks that are cleared for cleaning)

Sanitize phones

Clean and disinfect Conference Room

# **EXHIBIT A**

#### Duties to be performed twice a month:

Sanitize and Clean the Courthouse second and last week of the month

#### Duties to be performed once per month:

Sweep basement including Gym/work out room floor (If there is enough time allowed)

## Duties to be performed three times per week on Police Department Side: (Tuesday/Thursday/Weekend)

Clean and sanitize all bathrooms (stock with supplies)

Collect trash in all offices (excluding Chief of Police and Police Admin Office)

Disinfect all surfaces

Vacuum all carpets as needed

Clean and disinfect breakroom/kitchen area

Disinfect and sanitize all horizontal surfaces that are accessible to public

Spot clean entryway glass

Sweep/mop all tile floors

#### Duties to be performed once per week:

Dust all blinds and windowsills

Dust all horizontal surfaces (cabinets, ledges, tables, pictures, and any desks that are cleared for cleaning)

Sanitize phones

Clean and disinfect Conference Room

The Clean Company will provide all cleaning equipment and/or cleaning supplies as needed for it's employee.

Cost: 1,400 per month

# EXHIBIT A

# **References:**

Bank of San Juans 719-269-0213 **Mike Till- Regional President** 

Royal Gorge Manor 719-275-6545 **Debbie Sims- Property Manager** 

DPW Director for The City of Canon City 719-276-5291 Leo Evans



# **CITY OF FLORENCE**

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

# **City Manager Report**

January 3, 2025 – January 14, 2025

# Meetings with agencies, boards, and committees:

- Combined Regional Communications Authority (CRCA) January 7, 2025
  - Met with a CRCA representative to discuss how CRCA fees are budgeted and billed to each entity and potential updates to the current formula.
- *City/City/County Meeting January 13, 2025* 
  - Quarterly meeting between Fremont County, Cañon City, and the City of Florence

# Internal Meetings/Discussion/Projects

- Staff has started work on several new programs to improve asset and program management and budgeting processes. These include a fleet management program and a meter and service line maintenance and replacement program. Staff is also continuing to develop the Pavement Management program based on the Street Needs Assessment. The pavement management program is nearly complete and expected to come before Council in February, 2025. Fleet Management is currently scheduled to be presented to Council in the first quarter of 2025. The meter and service line programs will be concurrent with the 2025 rate study.
- Updates to the Purchasing and Personnel Policies are in progress and will come before the Council during the first quarter of 2025.
- Staff is nearing the final stage of completing comprehensive fee updates (excluding utility rates) and expects to present them to Council in the first quarter of 2025. These updates involve significant Code revisions as well in order to make future updates more efficient and streamlined.
- The comprehensive revisions to Title 2 of the Florence Municipal Code will be on the Agenda for Council's consideration at the February 3, 2025 City Council meeting.