



FLORENCE CITY COUNCIL
Regular Meeting Agenda
Monday, May 4, 2026, 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) Kindred Kids Child Advocacy Center Presentation
- 4) **PUBLIC COMMENTS**

Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion (three minutes).
- 5) **CONSENT AGENDA**
 - a) Consider approving the minutes as written for the Regular City Council Meeting on April 20, 2026
 - b) Consider approving City expenditures prepared on April 23, 2026, in the amount of \$26,943.22 and April 30, 2026, in the amount of \$17,104.12.
 - c) Consider approving the annual liquor license renewal for the Rialto Theater
 - d) Consider approving the annual liquor license renewal for Loaf n Jug #76
 - e) Consider approving the mural installation on City Hall in celebration of Colorado's 150/250 anniversary
 - f) Consider approving the Fremont County Bulk Station Drainage Improvement Proposal
 - g) Consider awarding a contract to Landmark Aquatics for the Florence Municipal Pool Projects
- 6) **COUNCIL REPORTS**
 - a) City Council Reports
 - b) City Manager Reports
- 7) **EXECUTIVE SESSION(S): IF NECESSARY**

Pursuant to C.R.S. §24-6-402(4)(b), an executive session for the purpose of conferencing with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions pertaining to any item listed on the agenda herein and/or any related discussion that may arise thereto. Such executive session may be entered into at any time or at any point on the agenda, if necessary and with the requisite Council approval.
- 8) **ADJOURNMENT:** Adjournment until the regular City Council Meeting
Monday, May 18, 2026.



FLORENCE CITY COUNCIL
Regular Meeting Minutes
Monday, April 20, 2026, 6:30 PM

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

1) CALL TO ORDER & PLEDGE OF ALLEGIANCE

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

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

2) ROLL CALL:

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

OTHERS PRESENT: City Clerk Cortlyne Huppe, City Manager Lori Cobler, Public Works Director Sam Elstun, Water Superintendent Brandon Harris, Chief of Police Sean Humphrey, and City Attorney Dan Findlay.

3) PRESENTATIONS

a) National Student Leadership Week Proclamation

Mayor Wolfe proclaimed April 20, 2026, as National Student Leadership Week in the City of Florence, Colorado.

b) Fremont County Child Abuse Prevention Awareness Proclamation

Mayor Wolfe proclaimed April 2026 as Fremont County Child Abuse Prevention Awareness Month City of Florence, Colorado.

Tonia Sutton of Fremont County Department of Human Services shared information about the services they provide to local families and community members.

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).

Joan Pounds- 216 Fremont Street

Requested City Council be thorough and make sound decisions on potential data center development. She also voiced concerns about water consumption.

Mayor Wolfe and City Manager Lori Cobler announced there has been no formal contact to the City regarding development of a data center. Local business, Mitikas, discussed a potential data center in Fremont County jurisdiction. She also clarified the Master Plan references a data center within a potential five mile radius of city limits, not necessarily inside Florence.

Kathy Madonna- 504 Brookeway

Stated Mitikas and FEDC are having discussions about the data center. She said a data center is still a threat, and voiced concerns on energy consumption.

Cathy Young- 220 East 6th Street

Voiced concerns over potential data center.

Water Superintendent Brandon Harris stated Canon City had reached out to the Florence Water Department on water availability by the high school, but later clarified that was for a different project.

5) CONSENT AGENDA

- a) Consider approving the minutes as written for the Regular City Council Meeting on April 6, 2026
- b) Consider approving City expenditures prepared on April 9, 2026, in the amount of \$122,923.03 and April 15, 2026, in the amount of \$62,902.71
- c) Consider approving the annual liquor license renewal for Pour House
- d) Consider approving the annual liquor license renewal for Oak Creek Grill & Tavern
- e) Consider approving the Temporary Use Permit for the Florence Pioneer Museum & Research Center
- f) Consider approving the mural installation on City Hall in celebration of Colorado's 150/250 anniversary
- g) Consider approving the 2026 July 4th Festival schedule of events

Councilor MacKinnon removed item 5e from the Consent Agenda.

Councilor Mergelman removed item 5f and 5g from the Consent Agenda.

Councilor Stone motioned to approve the Consent Agenda items, excluding items 5e, 5f and 5g. Councilor Gardner seconded. With the Councilmembers voting in favor of the motion, the motion carried.

Councilor Mergelman motioned to approve the Consent Agenda item 5e. Councilor Stone seconded. Councilor MacKinnon abstained. With the Councilmembers voting in favor of the motion, the motion carried.

Councilor Mergelman requested sketches of the proposed mural.

Councilor Mergelman motioned to table the Consent Agenda item 5f to the May 4, 2026, City Council meeting. Councilor Vanhoutan seconded. With the Councilmembers voting in favor of the motion, the motion carried.

Councilor Mergelman elaborated on the July Fourth Festival's changes due to the City's Drought Response Plan and impactful weather effects.

Councilor Gardner motioned to approve the Consent Agenda item 5g. Councilor Stone seconded. With the Councilmembers voting in favor of the motion, the motion carried.

6) NEW BUSINESS

- a) Consider updating the City of Florence's bank signature cards

City Manager Cobler stated the City's bank signature cards needed to be updated with new Finance Manager Brandi Sheets.

Motion to update the City of Florence's signature cards for Rocky Mountain Bank and Trust, Colotrust, Flatirons Bank, Sunflower Bank, Cañon National Bank, and Multi-Bank Securities, Inc. by removing the following authorized signers from all signature cards: Lori Cobler, Cortlyne Huppe, Gayle MacKinnon, Steve Wolfe, Rudl Mergelman, and Brenda Gardner. Then adding the following authorized signers to all signature cards: Lori Cobler, Cortlyne Huppe, Brandi Sheets, Gayle MacKinnon, Steve Wolfe, Rudl Mergelman, Brenda Gardner: Councilor Stiefel
Seconded by: Councilor MacKinnon

7 Ayes

Motion passed: 7 – 0

- b) Consider adopting Resolution No. 6-2026 establishing the water rates and regulations for water taps

City Manager Cobler presented the annual housekeeping item that establishes the debt retirement amount based on bond payments. She excitedly announced the City's 2003 bond was paid off, and that the decreased debt retirement rate would be effective in May.

Councilor Stone motioned to adopt Resolution No. 6-2026, A Resolution Amending Establishing Water Rates and Regulations for Application for Water Taps

Seconded by: Councilor Mergelman

7 Ayes

Motion Passed: 7 - 0

7) COUNCIL REPORTS

- a) City Council Reports

Councilor Mergelman announced the Florence Farmer's Market would be opening for its 19th year. He attended the Arbor Day Celebration, shared information regarding the industrial building construction North of Highway 50, and elaborated on his recent Mitikas tiny home tour.

Councilor Stone attended the Florence Museum's Research Center ribbon cutting and reported on Florence Chamber and Florence Merchants accomplishments.

Councilor MacKinnon attended the Historic Preservation Commission and the 150/250 consortium meeting. She elaborated on the upcoming Tavern Talk events.

Mayor Wolfe attended the July 4th Festival work session, CDOT Central Front Range meeting, Board of County Commissioners, Chamber of Commerce, the City's Arbor Day celebration, Pioneer Museum ribbon cutting, the funeral service for Judy McCormick, Senior Coffee Chat, FCTC, and reported on the upcoming Dennis Quaid Viewpoint show. He attended Mayor's Round Table where most of the conversation was over wildfire season and wildfire resiliency code.

City Attorney Dan Findlay stated that legislative bill had failed.

- b) City Manager Reports

Water Superintendent Brandon Harris announced the City’s 2026 Consumer Confidence Report/Water Quality Report was fully compliant; including PFAS testing. He also elaborated on the Drought Response Plan levels, and the State’s current water level reports.

City Manager Cobler announced an upcoming Bulk Water Station PIN system. It’s goal and purpose is to ensure the water used from the station is efficiently utilized and stays in the Arkansas River region.

City Manager Cobler stated the City was also proactively reviewing the local ditch systems for efficient conservation methods. She announced the upcoming interviews of a Public Works Director, Spring Clean Up Week, the completion of the financial audit, and elaborated on the Police Department’s crime analysis report. She also gauged interest on scheduling a Drought Response Plan town hall.

Councilor Mergelman confirmed the Pioneer Park Bathroom project was going well.

Chief of Police Sean Humphrey thanked the assisting agencies with their help on the local shooting incident.

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 regular City Council Meeting Monday, May 4, 2026.

Councilor Stone 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 7:41 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
201	ATMOS ENERGY	4.29.26	0140608751	MUNI CENTER	1	04/10/2026	411.00	.00	411.00	20260352	04/23/2026
		4.29.26	0243607710	Filtration Plant	2	04/10/2026	407.62	.00	407.62	20260352	04/23/2026
Total 201:							818.62	.00	818.62		
916	MARTIN AND WOOD	28928	0243707890	PROF SVCS	1	03/31/2026	3,367.00	.00	3,367.00	46698	04/23/2026
		28929	0243707890	PROF SVCS	1	03/31/2026	2,966.25	.00	2,966.25	46698	04/23/2026
		28930	0243707890	PROF SVCS	1	03/31/2026	129.50	.00	129.50	46698	04/23/2026
		289931	0243707890	PROF SVCS	1	03/31/2026	259.00	.00	259.00	46698	04/23/2026
Total 916:							6,721.75	.00	6,721.75		
923	ALSCO	LDEN325640	0143102000	MATS	1	03/11/2026	75.72	.00	75.72	46691	04/23/2026
		LDEN326983	0143102000	UNIFORM RENTAL	1	04/08/2026	219.03	.00	219.03	46691	04/23/2026
		LDEN327316	0143102000	UNIFORM RENTAL	1	04/15/2026	219.03	.00	219.03	46691	04/23/2026
		LDEN327649	0143102000	UNIFORM RENTAL	1	04/22/2026	219.03	.00	219.03	46691	04/23/2026
Total 923:							732.81	.00	732.81		
1253	AT & T MOBILITY	2872703950	0241505000	Water Tower	1	04/06/2026	86.96	.00	86.96	46693	04/23/2026
Total 1253:							86.96	.00	86.96		
1455	SAN ISABEL SERVICES	U0068803	0140608610	CEMETERY PROPANE	1	04/14/2026	303.18	.00	303.18	46699	04/23/2026
		U0068803	0243658790	SO PLANT PROPANE	2	04/14/2026	218.09	.00	218.09	46699	04/23/2026
Total 1455:							521.27	.00	521.27		
1718	BLACK HILLS ENERGY	3/12-4/13	0140608600	CEMETERY HOUSE	1	04/14/2026	82.12	.00	82.12	20260351	04/23/2026
		3/12-4/13	0243507660	PUMP @ AIRPORT	2	04/14/2026	857.73	.00	857.73	20260351	04/23/2026
		3/12-4/13	0145207830	RIVER PARK	3	04/14/2026	82.15	.00	82.15	20260351	04/23/2026
		3/12-4/13	0144207700	CEMETERY SPRINKLERS	4	04/14/2026	91.77	.00	91.77	20260351	04/23/2026
Total 1718:							1,113.77	.00	1,113.77		
2335	INDUSTRIAL SERVICE &	037492	0243658760	CHLORINE supplies	1	04/09/2026	764.50	.00	764.50	46697	04/23/2026

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2335:							764.50	.00	764.50		
2467	Century Link	4/13/26	0241505000	SOUTH PLANT	1	04/13/2026	131.25	.00	131.25	20260353	04/23/2026
		4/13/26	0241505000	SOUTH PLANT	2	04/13/2026	305.37	.00	305.37	20260353	04/23/2026
Total 2467:							436.62	.00	436.62		
2614	Amnet Inc.	19705	0141506600	admin	1	04/15/2026	6,439.00	.00	6,439.00	46692	04/23/2026
		19705	0142103100	police Teams phone	2	04/15/2026	190.00	.00	190.00	46692	04/23/2026
		19705	0141506600	admin cybersecurity	3	04/15/2026	3,525.00	.00	3,525.00	46692	04/23/2026
		19705	0141505050	admin Microsoft	4	04/15/2026	1,218.25	.00	1,218.25	46692	04/23/2026
		19705	0141505600	TEAMS mitigation	5	04/15/2026	733.92	.00	733.92	46692	04/23/2026
		19705	0444152300	pool firewall	6	04/15/2026	210.00	.00	210.00	46692	04/23/2026
		19705	0143105000	City SHop Switch	7	04/15/2026	125.00	.00	125.00	46692	04/23/2026
		19705	0141505050	Backup Power for Server	8	04/15/2026	1,544.43	.00	1,544.43	46692	04/23/2026
		19705	0141506600	admin cybersecurity last pa	9	04/15/2026	77.00	.00	77.00	46692	04/23/2026
		19705	0141505050	admin microsoft	10	04/15/2026	7.70	.00	7.70	46692	04/23/2026
Total 2614:							14,070.30	.00	14,070.30		
2871	Core & Main	Y859414	0243807930	Fittings	1	04/15/2026	390.72	.00	390.72	46694	04/23/2026
Total 2871:							390.72	.00	390.72		
3026	Huppe, Cortlyne	4.16.26	0141505750	Reimbursement 89 Miles to	2	04/16/2026	62.30	.00	62.30	46696	04/23/2026
		4.20.26	TRA 0141505750	Per Diem and milage Cler	1	04/20/2026	523.60	.00	523.60	46696	04/23/2026
Total 3026:							585.90	.00	585.90		
3233	Down to Earth Tree Servic	4.14.26	0144207740	Tree Removal cemetery	1	04/14/2026	700.00	.00	700.00	46695	04/23/2026
Total 3233:							700.00	.00	700.00		
Grand Totals:							26,943.22	.00	26,943.22		

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
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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
1020	TWIN ENVIRO SERVICES	1143028	0143204300	RECYCLING	1	04/15/2026	21.00	.00	21.00	20260360	04/30/2026
		1143077	0143204300	RECYCLING	1	04/15/2026	13.75	.00	13.75	20260359	04/30/2026
Total 1020:							34.75	.00	34.75		
1718	BLACK HILLS ENERGY	4.21.26	0243507660	PUMP @ AIRPORT	1	04/21/2026	1,192.31	.00	1,192.31	20260358	04/30/2026
		4.21.26	0243557680	COAL CREEK TANK	2	04/21/2026	20.85	.00	20.85	20260358	04/30/2026
Total 1718:							1,213.16	.00	1,213.16		
2052	MARTIN MARIETTA MATE	49000611	1743107573	emulsion	1	04/14/2026	900.00	.00	900.00	46712	04/30/2026
Total 2052:							900.00	.00	900.00		
2551	License Plate Toll	2111775330	0348705700	Buliding Inspector Training	1	04/21/2026	12.50	.00	12.50	46711	04/30/2026
Total 2551:							12.50	.00	12.50		
2614	Amnet Inc.	19696	0141505050	admin	1	04/14/2026	218.33	.00	218.33	20260355	04/30/2026
		19745	0144203500	Hardrive replacement	1	04/28/2026	463.47	.00	463.47	20260354	04/30/2026
		19746	0142105050	Dell slim PC replacement	1	04/28/2026	1,863.10	.00	1,863.10	20260357	04/30/2026
		19751	0142105050	police after hours Holt	1	04/30/2026	742.50	.00	742.50	20260356	04/30/2026
Total 2614:							3,287.40	.00	3,287.40		
2803	Prospective Business Solut	1559	0241505500	Audit	1	04/29/2026	7,000.00	.00	7,000.00	20260361	04/30/2026
Total 2803:							7,000.00	.00	7,000.00		
2947	SECOM, INC	4.1.26	0241505000	Internet	1	04/25/2026	70.16	.00	70.16	46715	04/30/2026
Total 2947:							70.16	.00	70.16		
2970	TK Elevator Corporation	4800000324	0140608750	Elevator Maintaince	1	04/17/2026	100.00	.00	100.00	46716	04/30/2026
Total 2970:							100.00	.00	100.00		

Vendor Number	Name	Invoice Number	GL Account	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
3008	Great American Financial S	41799731	0141503500	Lease on copier	1	04/18/2026	337.00	.00	337.00	46710	04/30/2026
Total 3008:							337.00	.00	337.00		
3110	Old School Concrete & Re	1310652	1743107570	Asphalt corner of 3rd and P	1	04/22/2026	1,950.00	.00	1,950.00	46713	04/30/2026
Total 3110:							1,950.00	.00	1,950.00		
3225	Oldcastle SW Group Inc	880020650	1743107520	ASPHALT	1	04/17/2026	429.15	.00	429.15	46714	04/30/2026
Total 3225:							429.15	.00	429.15		
3249	Amber L. Dickson	14108	0140608755	April Cleaning 2026	1	04/30/2026	1,400.00	.00	1,400.00	46718	04/30/2026
Total 3249:							1,400.00	.00	1,400.00		
3292	USPS Florence	PRESORT M	0141103500	First Class pre Sort Mail	1	04/20/2026	370.00	.00	370.00	46717	04/30/2026
Total 3292:							370.00	.00	370.00		
Grand Totals:							17,104.12	.00	17,104.12		

Report Criteria:
 Detail report type printed

COUNCIL ACTION FORM

MEETING DATE: MAY 4, 2026

STAFF CONTACT: CORTLYNE HUPPE, CITY CLERK

Agenda Item: Consider approving the annual liquor license renewal for the Rialto Theater

Department: Administration

Staff Recommendation:

Approve the annual liquor license renewal for the Rialto Theater

Background/Description of Item:

The Rialto Theater is located at 209 West Main Street. The applicant has submitted all required renewal documentation.

Financial Impact:

The City fee for this application was \$141.25.

Suggested Motion:

Approve the annual liquor license renewal for the Rialto Theater

COUNCIL ACTION FORM

MEETING DATE: MAY 4, 2026

STAFF CONTACT: CORTLYNE HUPPE, CITY CLERK

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

Department: Administration

Staff Recommendation:

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

Background/Description of Item:

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

Financial Impact:

The City fee for this application was \$103.75

Suggested Motion:

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

COUNCIL ACTION FORM

MEETING DATE: MAY 4, 2026

STAFF CONTACT: CORTLYNE HUPPE, CITY CLERK

Agenda Item: Consider approving the mural installation on City Hall in celebration of Colorado's 150/250 anniversary

Department: Administration

Staff Recommendation:

Staff recommends that City Council approve the mural installation by local artist Glen Norberg, and authorize Staff to coordinate project logistics.

Background/Description of Item:

As part of Colorado's 150/250 Statewide celebration, the City of Florence has been invited to participate by highlighting local heritage, history, and community identity. In response, Staff thought it a good idea to gauge City Council's interest in installing a mural as a commemorative gesture. Artist Glen Norberg has submitted a formal proposal to design and paint a public mural on the South side of City Hall.

The proposed mural design incorporates:

- The official City of Florence Seal (blue and white logo image) to replace the "Find it in Florence" banners. Approximately 7-9 ft. in diameter.
- The Florence flag next to the City's official kiosk. Approximately 3 ft. by 5 ft.

The mural is intended to enhance civic pride, beautify a key municipal building, and honor Colorado/Fremont County/Florence's commemorative event. The project also supports the City's recently adopted Master Plan, and the Arts & Culture action:

- "ACT-1.1.1: Support the incorporation of public art such as murals, sculptures, carved trees, artist-designed benches, and other creative elements into parks, plazas, signage, and city infrastructure projects as part of new development and capital improvements"

This item was tabled from the April 20, 2026 City Council meeting.

Financial Impact:

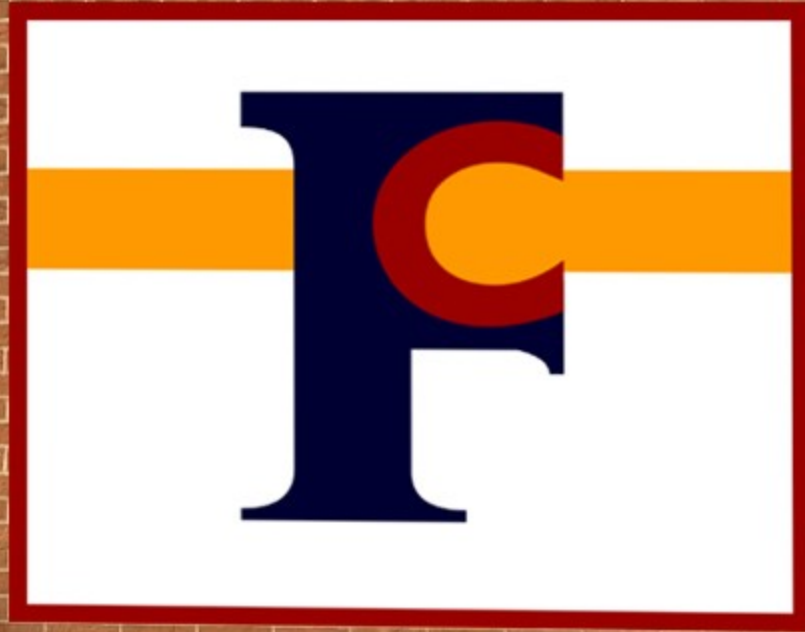
- Estimated project cost: \$2,550. Logo cost \$1,600 and Florence Flag cost \$950.
- Funding source(s): 01.1060.8620 & 01.4060.8750

Proposed Motion:

Motion to approve the mural installation on City Hall, authorize Staff to coordinate project logistics, and incorporate the City of Florence seal and the Florence flag in celebration of Colorado's 150/250 anniversary.



CITY HALL



COUNCIL ACTION FORM

MEETING DATE: MAY 4, 2026

STAFF CONTACT: CITY MANAGER LORI COBLER

Agenda Item: Consider Approving the Fremont County Bulk Station Drainage Improvement Proposal

Department: Water Department/ Public Works Streets

Staff Recommendation:

Staff recommends authorizing the City of Florence Bulk Station Drainage Improvement project for a total of \$19,046.20, plus a ten percent (10%) contingency.

Background/Description of Item:

The City of Florence entered into an Intergovernmental Agreement (IGA) with Fremont County on August 7, 2023. The purpose of this IGA is to provide hydrant water for Fremont County Department of Transportation project use in exchange for water-funded projects or services to the City of Florence.

Under Recitals, Section 3.B., the attached project fulfills an obligation outlined in that agreement.

Financial Impact:

The total project cost is \$19,046.20.

- \$14,941.20 will be allocated from the water fund
- \$4,105.00 will be allocated from the streets fund.

Staff is requesting a ten percent (10%) contingency in case any unforeseen issues arise while the work is occurring.

Attachments Included:

- Fremont County Department of Transportation Scope of Work
- Intergovernmental Agreement Between the City of Florence and Fremont County

Suggested Motion:

Approve the Scope of Work from the Fremont County Department of Transportation for the City of Florence Water Station Drainage Improvement in the amount of \$19,046.20, plus a ten percent (10%) contingency.



Fremont County

Department of Transportation

1170 Red Canyon Road • Canon City, Colorado 81212
Phone: 719-275-2047 • Fax: 719-275-2120

CITY OF FLORENCE BULK WATER STATION DRAINAGE IMPROVEMENT

City of Florence will be responsible for setting up a PO directly with the vendor for each project in need of material. Once the City has the PO in place, the County will coordinate material delivery to site. All estimates are approximate.

SCOPE OF WORK:

Project #1- Railroad Street bulk water station drainage improvement **Frequency: one time project.**

- Railroad Street
 - Repair potholes, increase the elevation from 40' east of Union Street intersection east 350 feet to bridge
 - 140 tons asphalt @ \$82.10/ton
- Bulk water station west:
 - Increase elevation of existing drainage pan 55x23
 - 22 tons asphalt @ \$82.10/ton
- Bulk water station north:
 - Increase elevation of existing drainage pan 140x23
 - 60 tons asphalt @ \$82.10/ton
- Tack oil will be needed for all asphalt application
 - CSS 1-H 50:50 \$410.00/ton
 - 2 tons needed
- Total Approximate Cost:
 - \$18,226.20 asphalt (includes \$4,105.00 City of Florence for additional 50 tons)
 - \$820.00 tack oil
 - \$19,046.20 total shared project cost

NOTE: This project is temporary in nature and will extend the life of the infrastructure, however, permanent repairs will need to be contracted out by the City of Florence when they are able to do so. We are filling potholes and addressing drainage issues only.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF FLORENCE AND FREMONT COUNTY REGARDING USE OF
WATER FOR FREMONT COUNTY TRANSPORTATION DEPARTMENT
ACTIVITIES**

THIS AGREEMENT, made this 7 day of ~~July~~ ^{AVGUST 6th}, 2023, by and between the City of Florence, (hereinafter, "Florence"), and Fremont County, (hereinafter, "County"), hereinafter referred to jointly as the Parties ("Parties"); and

WHEREAS, the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S., establish means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the City of Florence owns and operates a water treatment and distribution system, throughout various areas of its jurisdiction; and

WHEREAS, the County has a need for use of water for maintenance of County roads; and

WHEREAS, there are certain services and equipment that the County can provide to the City in exchange for the use of City water; and

WHEREAS, the Parties acknowledge that extraction of water from hydrants in a water distribution system is beneficial to cycle water through closed-end water systems; and

WHEREAS, the City and County wish to enter into this Agreement (IGA) setting forth the mutual benefits and obligations of the Parties regarding the use of City water for County road maintenance purposes.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

1. RECITALS.

The foregoing recitals are incorporated herein as affirmative and material representations and acknowledgements of the parties.

2. CITY OF FLORENCE WATER COMMITMENT.

The City agrees to allow County vehicles to draw water, at no payable cost to the County, from the hydrants located at Pathfinder Park and the Fremont County Airport for the sole purpose of road maintenance activities conducted by the Fremont County Department of Transportation.

3. FREMONT COUNTY DEPARTMENT OF TRANSPORTATION OBLIGATIONS.

The County agrees to provide the following equipment and services to the City in like exchange for the use of water as set forth in paragraph 2, above:

- A. Any in kind work that the County provides City must benefit the City's water division, as determined by the City.
- B. Fremont County will provide labor and equipment only. Such work may include, but is not limited to, hard surfacing road to plant, hauling material to the storage ponds, and cleaning of the diversion for the water intake at Adobe Creek.
- C. City will be responsible for material costs.
- D. County will provide City with Cititech, or similar in detail and scope, reports capturing the costs of labor and equipment provided by County on approved projects.
- E. IGA will be reviewed on an annual basis by City and County to schedule annual projects, if applicable.
- F. County will waive all permit fees for street cut permits issued to City.
- G. County will provide a truck and driver, at no cost to City, to assist in City-sponsored "clean-up" programs.

4. PERSONNEL.

Whenever the employees of County are assisting City with projects as described in Paragraph 3 above, such County employees shall have the powers, duties, rights, privileges and immunities of and receive the compensation incidental to their employment by the County regardless of where they are serving and shall at all times remain employees of County. City and County will each maintain workers compensation insurance coverage, each covering its own personnel, at all times while they are providing assistance pursuant to this IGA. Each Party waives the right to sue the other Party for any worker's compensation benefits paid to its own employees, volunteers, or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees or

volunteers. County shall be solely responsible for payment of its employees' wages, as well as any required payroll taxes, and any benefits or other compensation.

5. WAIVER.

A. Each party shall, at all times during the term of this Agreement, be responsible for its own costs incurred in the performance of this IGA and shall not receive any reimbursement from the other Party to this Agreement.

B. Each party waives all claims and causes of action against all of the other parties for compensation, damages, personal injury or death occurring as a consequence, direct or indirect, of the performance of this IGA.

C. Governmental Immunity. Notwithstanding any other provision of this IGA, no term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as now existing or hereafter amended (the "CGIA"). The parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Party afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing and hereafter amended.

6. PARTICIPATION.

Participation in this IGA is voluntary. No Party shall be considered to be in breach of or default under this IGA on account of any delay in or failure to perform any obligation under this IGA, except as to make payment if applicable.

7. TERM OF AGREEMENT AND TERMINATION.

The effective date of this IGA shall be the last date of acceptance and/or adoption by either the City or the County, as indicated by the required signatories below. This IGA will be for a period of five (5) years from such effective date and shall be reviewed annually by both Parties to identify and update current or future projects, which shall be agreed upon in writing. Either Party may terminate this IGA prior to the expiration of the term by providing 90 days notice, thereby allowing ample time to the non-terminating Party to prepare for any expenses incurred as the result of termination in the budget for the subsequent year. If timely notice of termination is not provided, this IGA shall continue to the end of the next calendar year.

8. NOTICE

Any and all notice shall be given, in writing, at the following addresses:

To Florence:

City of Florence
City Manager
600 W. 3rd Street
Florence, CO 81226

To Fremont County:

Fremont County Manager
615 Macon Ave.
Cañon City, CO 81212
719.276.7300

To Fremont County Department of Transportation:

FCDOT Director
1170 Red Canyon Road
Cañon City, CO 81212
719.276.7430

9. APPLICABLE LAW

The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this IGA is executed and as they may change from time to time. Any disputes arising under this IGA shall be brought exclusively in Fremont County District Court in the State of Colorado.

The Parties acknowledge that this IGA has been drafted with the input from all Parties and, therefore, will not under any circumstances be construed against any Party as the drafter of the Agreement.

10. SEVERABILITY

Should any provision(s) of this IGA be determined to be illegal or unenforceable, such provision(s) shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and

enforceable, such provision(s) shall be deleted from this IGA and all remaining provisions of this IGA shall remain fully enforceable. Provided, however, with respect to the deleted provision(s), the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the Parties hereunder.

11. AMENDMENT

This IGA may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties hereto.

12. ASSIGNABILITY

Neither Party shall assign its rights nor delegate its duties under this IGA without prior written consent of the other Party.

13. THIRD PARTY BENEFICIARIES.

The Parties do not intend by the IGA to assume any contractual obligations to anyone other than the Parties and do not intend that there be any third-party beneficiary(s) to this IGA.

14. ENTIRE AGREEMENT.

This IGA constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any directly related prior agreements or understandings.

15. NO PARTNERSHIP.

This IGA shall not be interpreted or construed to create an association, joint venture, or partnership among the Parties nor to impose any partnership obligation or liability upon any Party. Further, no Party shall have any authority to act on behalf of nor as an agent for nor to otherwise bind the other Party.

16. EXECUTION.

This IGA may be executed in counterparts.

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first above written.

CITY OF FLORENCE:

BY: Paul Villagrosa Date: 8/8/2023

NAME: Paul Villagrosa
TITLE: Mayor

ATTEST:

BY: Cortlyne Hurd Date: 8/8/2023

NAME: CORTLYNE HURD
TITLE: CITY CLERK

FREMONT COUNTY:

BY: Kevin J. Grantham Date: 8/24/2023

NAME: Kevin J. Grantham
TITLE: Chair, Board of County Commissioners

ATTEST:

BY: Justin D. Grantham Date: 8/24/23

NAME: Justin D. Grantham
TITLE: Fremont County Clerk and Recorder

COUNCIL ACTION FORM

MEETING DATE: MAY 4, 2026

STAFF CONTACT: CITY CLERK CORTLYNE HUPPE

Agenda Item: Consider awarding a contract to Landmark Aquatics for the Florence Municipal Pool Projects

Department: Administration

Staff Recommendation:

Staff recommends awarding a contract to Landmark Aquatics for the 2026 Florence Municipal Pool Project in the amount of \$338,700 (Schedules A&B), plus a ten percent (10%) contingency.

Background/Description of Item:

Following City Council’s 2026 Capital Improvement Project prioritization, staff released a Request for Bid (RFB) for the 2026 Florence Municipal Pool Projects. The project scope—developed, engineered, and managed by Waters Edge Aquatic Design—includes necessary demolition, concrete replacement, pool shell repairs, equipment replacement, and installation of a new water-chemistry controller.

In 2024/2025, the City of Florence completed a comprehensive Conditions Assessment for the municipal pool facility to support long-term maintenance and operational efficiency. Upon completion of the feasibility study, Waters Edge Aquatic Design identified five key areas for improvement:

- Pool Basin
- Pool Deck
- Pool Mechanical and Recirculation System
- Pool Disinfection
- ADA Access Handrail

On March 19, 2026, the City of Florence issued an RFB for the 2026 Municipal Pool Projects. The solicitation was published in The Daily Record and posted on the City’s official website. One qualified bid was received.

Upon City Council approval and full execution of the formal agreement, a Notice of Award and Notice to Proceed will be issued to Landmark Aquatics.

The project is scheduled to begin on August 24, 2026, with completion anticipated on or before December 7, 2026.

Financial Impact:

The total project cost is \$338,700.

Schedule A: \$291,800

Schedule B: \$46,900

The total budgeted amount for this project was \$253,000. Due to the project cost, a budget amendment will be required, and Staff recommends funding the cost difference out of invested cash.

Looking ahead, an additional revenue source will need to be established to support the municipal pool. Staff is requesting a ten percent (10%) contingency in case any unforeseen issues arise while the work is occurring.

Attachments Included:

- Landmark Aquatics Bid Proposal
- Waters Edge Aquatic Design Agreement Form

Suggested Motion:

Awarding a contract to Landmark Aquatics for the 2026 Florence Municipal Pool Project in the amount of \$338,700 (Schedules A&B), plus a ten percent (10%) contingency.

Bid Proposal

Florance, CO. Pool Renovation

Florance, CO.

Proposal Submitted To: Cortlyne Huppe
Proposal Date: 04.21.2026
Proposed Scope of Work: Division 13 (Swimming Pool)
Estimated Construction Timeline: 2026

Base Bid (Schedule A)

General:

- Performance and Payment Bond.
- Pool/Renovation Permit (if needed).
- Health Department Coordination and Inspection Scheduling (if needed).
- Travel, housing, and per diem for out-of-town work.
- 12-month warranty on workmanship and parts (to include return trips)
 - Please note that the Chemistry Controller in Schedule B has a multi-year warranty.

Structural:

- Demo Pool Deck to find and replace broken pipe.
 - Includes haul-off of demo debris.
 - Without knowing the extent of the drainpipe damage, a budgetary number was carried.
 - This bid docs requested that the contractor notifies the engineer of any damage to the skimmer, but does not mention replacing the skimmer as part of the base bid.
 - Since skimmer replacement was not included in the proposal, contractor to leave a small section of deck at each skimmer. This will be a consistent square.
 - Protect all railing wedge anchors for reuse (per the bid docs).
- Demo Pool deck to assess tree root damage.
 - Includes haul-off of demo debris.
- Demo Pool deck to find and repair broken recirculation piping.
 - Includes haul-off of demo debris.
 - Without knowing the extent of the drainpipe damage, a budgetary number was carried.
 - This covers only the area indicated in the bid documents. If the breakage is found to be in a different location, that won't be covered in the base bid.
- Concrete pour-back of all demoed pool deck (to include rebar installation and saw cuts).
- Repair voids/cracks in existing pool shell with Xypex Concentrate. Without having seen the extent of the damage, this proposal only covers repairable cracks (as described in the bid docs). Complete demo not covered in base bid.

Bid Proposal

Base Bid (Schedule A) (Continued)...

Finishes:

- Replace/patch existing plaster finish, to match to the best of contractor's ability.
 - Please note that new plaster will not match exiting paint finish right away.

Equipment:

- Supply and install new ADA Handicap lift (with anchor).
- Remove and replace existing zero depth entry stainless steel handrails.
- Remove and replace existing step stainless steel handrails (two locations).
- Add additional handrail for ADA entry.

Filter Equipment Room:

- Increase backwash fill funnel size.
 - This includes the above grade fill funnel only. No underground piping was called out.
 - The bid docs call for a 12"x8" fill funnel. This indicates that the below piping is already 8".
 - Minimal concrete demo and replacement included, as called out in the bid docs.
 - Backwash line and fill funnel to be completed with a minimum or 6" airgap.
- Provide new pipe supports on existing plumbing.
 - To include wall mounted stainless steel Unistrut with stainless steel pipe clamps.
 - Contractor would like help verifying pipe sizes, so that we can mobilize with the proper pipe clamps. This proposal does not include an additional mobilization for verification.

Base Bid Amount: \$291,800.00

Add Alternate #1 (Schedule B)

Provide New Water Chemistry Controller:

- Provide and install new water chemistry controller.
 - The bid docs indicate that this needs to include installation of a new sample stream.
 - This includes unwiring the existing line voltage to the existing chemical feeds and wiring the controlled voltage supply from the controllers to the existing chemical feed outlets (thus creating automation).

Add Alternate #1 Amount: \$46,900.00

Bid Proposal

Add Alternate #2 (Schedule C)

Provide New Emergency Gate:

- Demo existing railroad ties, concrete curb, and section of fence.
- Install new emergency gates, to include necessary fence modifications to accommodate gate.
- Clean up of area.

Add Alternate #2 Amount: \$24,500.00

Total for all three: \$363,200.00

J Hill

04/21/2026

Jason Hill, Landmark Aquatic
(816) 872-2564
JHill@LandmarkAquatic.com

Date

SECTION 00 52 01
AGREEMENT FORM

1.01 GENERAL

A. FORM OF AGREEMENT

1. The Agreement to be executed is attached following this page.
2. Form used: EJCDC C-700 (2013 Edition), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
3. This document is a MODIFIED version of EJCDC® C-700 (2013 Edition), Copyright © 2013 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.
4. RELATED REQUIREMENTS
 - a. Section 00 72 00 - General Conditions.
 - b. Section 00 73 00 - Supplementary Conditions.

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)**

This AGREEMENT is by and between City of Florence (“Owner”) and _____ (“Contractor”). Owner and Contractor hereby agree as follows:

2.01 ARTICLE 1 - WORK

A. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Construction of the Project as described in the Invitation to Bid.

2.02 ARTICLE 2 - THE PROJECT

A. The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Florence Outdoor Swimming Pool Improvement

2.03 ARTICLE 3 - ENGINEER

- A. The Project has been designed by Waters Edge Aquatic Design, LLC.
- B. The Owner has retained Waters Edge Aquatic Design, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

2.04 ARTICLE 4 - CONTRACT TIMES

- A. Time of the Essence
 1. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
 2. Contract Times: Dates
 - a. The Work will start on August 24th, 2026, and shall be substantially completed on or before December 7th, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 18th, 2026.
 3. Liquidated Damages
 - a. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not

number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - 1) 90 % percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 2) 90 % percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

C. Final Payment

1. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

2.07 ARTICLE 7 - INTEREST

- A. All amounts not paid when due shall bear interest at the rate of 12% percent per annum.

2.08 ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to

existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

2.09 ARTICLE 9 - CONTRACT DOCUMENTS

A. Contents

1. The Contract Documents consist of the following:
 - a. This Agreement (pages 1 to ____, inclusive).
 - b. Performance bond (pages ____ to ____, inclusive).
 - c. Payment bond (pages ____ to ____, inclusive).
 - d. Other bonds.
 - 1) _____ (pages ____ to ____, inclusive).

- e. General Conditions (pages ___ to ___, inclusive).
 - f. Supplementary Conditions (pages ___ to ___, inclusive).
 - g. Specifications as listed in the table of contents of the Project Manual.
 - h. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: _____ .
 - i. Addenda (numbers ___ to ___, inclusive).
 - j. Exhibits to this Agreement (enumerated as follows):
 - 1) Contractor's Bid (pages ___ to ___, inclusive).
 - k. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - 1) Notice to Proceed.
 - 2) Work Change Directives.
 - 3) Change Orders.
 - 4) Field Orders.
2. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 3. There are no Contract Documents other than those listed above in this Article 9.
 4. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

2.10 ARTICLE 10 - MISCELLANEOUS

A. Terms

1. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

B. Assignment of Contract

1. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

C. Successors and Assigns

1. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

D. Severability

1. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. Contractor's Certifications

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

F. Other Provisions

1. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

2.11

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

<p><i>(IF OWNER IS A CORPORATION, ATTACH EVIDENCE OF AUTHORITY TO SIGN. IF OWNER IS A PUBLIC BODY, ATTACH EVIDENCE OF AUTHORITY TO SIGN AND RESOLUTION OR OTHER DOCUMENTS AUTHORIZING EXECUTION OF THIS AGREEMENT.)</i></p>	
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END OF SECTION 00 52 01

SECTION 00 53 01
PERFORMANCE BOND

Form is based on EJCDC No. C-610 (2002 Edition) Prepared by the Engineers Joint Contract Documents Committee.

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Note: Provide execution by additional parties, such as joint venturers, if necessary.

CONTRACTOR AS PRINCIPAL

Contractor's Name and Corporate Seal: _____(Seal)

BY

Signature: _____

Print Name: _____

Title: _____

Attest

Signature: _____

Title: _____

SURETY

Surety's Name and Corporate Seal: _____ (Seal)

BY (Attach Power of Attorney)

Signature: _____

Print Name: _____

Title: _____

Attest

Signature: _____

Title: _____

PERFORMANCE BOND INFORMATION

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 - 1) Surety in accordance with the terms of the Contract; or
 - 2) Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the

amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 1) After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2) Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
 - 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other party):

SECTION 00 53 02
PAYMENT BOND

Form is based on EJCDC C-615(A) Payment Bond (2011 Edition) Prepared by the Engineers Joint Contract Documents Committee.

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Florence

600 W 3rd St, Florence, CO 81226

CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Contractor's Name and Corporate Seal: _____ (Seal)

BY

Signature: _____

Print Name: _____

Title: _____

Attest

Signature: _____

Title: _____

SURETY

Surety's Name and Corporate Seal: _____ (Seal)

BY (Attach Power of Attorney)

Signature: _____

Print Name: _____

Title: _____

Attest

Signature: _____

Title: _____

PAYMENT BOND INFORMATION

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 - 1) Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to
 - (a) whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 - 2) Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 3) Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice

thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to

such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

- a. 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- b. 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- c. 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other party):

SECTION 00 54 01
NOTICE OF AWARD

Form is based on EJCDC C-510 Notice of Award prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

PROJECT: FLORENCE OUTDOOR POOL IMPROVEMENT

OWNER: CITY OF FLORENCE

OWNER'S CONTRACT NO.:

CONTRACT:

ENGINEER'S PROJECT NO.: 26-501

BIDDER:

BIDDER'S ADDRESS:

PARTICULARS:

- A. You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for constructing the Renovation of Florence outdoor Swimming Pool. The scope of work shall include the Base Bid and Alternates _____.
- B. The Contract Price of your Contract is _____ Dollars
(\$ _____).
- C. The Contractor is responsible for acquiring construction documents including plans and specifications.
- D. You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.
1. Deliver to the Owner three fully executed counterparts of Division 00 of the Contract Documents.
 2. Deliver with the executed Contract Documents the Contract security (bonds) as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.
 3. Other conditions precedent:
 - a. _____
- E. Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

- F. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

DATE OF NOTICE: _____

OWNER: _____

BY (AUTHORIZED SIGNATURE): _____

TITLE: _____

END OF SECTION 00 54 01

SECTION 00 54 02
NOTICE TO PROCEED

Form is based on EJCDC C-550 Notice to Proceed prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

PROJECT: FLORENCE OUTDOOR POOL IMPROVEMENT

OWNER: CITY OF FLORENCE

OWNER'S CONTRACT NO.:

CONTRACT:

ENGINEER'S PROJECT NO.: 23-524

CONTRACTOR:

CONTRACTOR'S ADDRESS:

PARTICULARS:

- A. You are notified that the Contract Times under the above Contract will commence to run on _____ . On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____ , and the date of readiness for final payment is _____ .
- B. Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.
- C. Also, before you may start any Work at the Site, you must: *(add other requirements)*
1. _____

DATE OF NOTICE: _____

OWNER: _____

GIVEN BY (AUTHORIZED SIGNATURE): _____

TITLE: _____

END OF SECTION 00 54 02



CITY OF FLORENCE

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

City Manager Report

The Month of May- First Half

Meetings with Agencies, Boards, and Committees

- Held planning meeting for upcoming podcast project
- Coordinated with Territory Electric regarding the City Hall lighting retrofit
- Met with BSNF (CRSI) alongside Ashley and Brandi to discuss a grant opportunity
 - *This grant is a potential partnership with the railroad to support improvements at the North Main Crossing
- Participated in Public Works Director interviews
- Increased public communication through Facebook and the City's website
- Attended multiple water-related meetings, including Regional Water Board discussions
- Participated as a panelist for the School Leadership Program
- Held discussions regarding Willowcreek Phase 1 planning
- Attended and supported Arbor Day Celebration activities
- Participated in the FEDC Meeting
- Conducted additional follow-up water meetings as needed

Discussion Topics & Upcoming Items

- Introduction of the new Public Works Director
- Review of sidewalk buckling concerns
- Code enforcement updates, including two lot clean-ups
- Spring Clean-Up Week summary: Public Works collected approximately 240 tons of debris; dumpsters required seven total hauls
 - Completed electronic waste collection with Fremont County—City recycled one trailer of aged equipment
 - Culvert RFP finalization in progress
 - Participation in the Amrize tire recycling event for community benefit
 - Gravel project scheduled for completion by end of June
 - RFP for Sunnyside overlay to be released next week
 - RFP for West Front Street curb and gutter project also scheduled for release next week
 - FEDC meeting update/report
 - Pioneer Park bathroom facilities: concrete foundation has been poured

Lori Cobler
City Manager

**CITY OF FLORENCE
RETAIL SALES TAX COLLECTIONS
2026**

	2%	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
January		40,079.81	41,134.61	40,776.17	43,370.78	46,826.53	44,553.70	47,498.23	65,635.43	86,716.06	85,329.31	99,189.58	90,822.95	95,681.18	89,038.94
February		38,577.30	40,818.79	41,521.14	43,424.40	46,101.38	48,725.14	49,240.18	69,337.66	74,560.41	81,456.28	109,619.64	95,903.53	99,932.40	112,016.62
March		43,141.22	47,396.65	51,019.78	54,338.97	54,754.33	57,344.25	66,518.73	73,194.95	100,608.69	94,491.07	123,986.88	98,773.30	118,506.34	89,038.94
April		39,420.75	47,418.60	49,558.10	52,578.71	60,096.32	54,639.86	57,855.64	73,648.82	95,020.17	113,046.77	144,684.69	101,339.81	107,694.44	
May		48,963.56	47,825.86	46,307.79	49,679.27	54,822.11	58,320.84	65,961.13	88,045.56	92,982.80	46,103.50	119,137.16	105,204.09	113,214.85	
June		47,135.72	52,126.62	52,096.55	57,248.50	57,115.88	64,047.23	66,464.35	97,658.69	99,017.27	105,628.35	102,885.38	107,104.34	112,164.41	
July		56,400.16	50,329.82	49,903.29	60,909.95	52,905.87	53,145.06	72,505.96	90,971.62	96,136.58	104,660.87	108,618.44	108,236.48	119,603.66	
August		40,049.30	45,531.21	46,602.99	48,628.40	57,863.38	59,004.84	65,581.48	84,676.51	89,706.90	102,099.36	110,753.22	112,196.71	115,453.49	
September		40,154.62	51,173.86	53,779.34	56,114.58	52,997.46	61,114.02	68,200.46	94,055.55	97,072.31	108,851.93	102,309.41	111,395.25	111,676.13	
October		41,267.51	44,141.20	44,783.91	47,803.76	50,070.74	51,533.30	68,423.76	81,855.62	89,000.71	105,225.34	107,205.55	103,279.55	105,044.14	
November		36,943.14	37,367.70	42,806.62	44,996.49	50,320.11	47,341.47	65,398.15	76,287.90	85,024.26	118,944.56	100,251.74	100,506.18	102,458.39	
December		48,925.24	52,379.19	53,425.63	48,384.90	51,213.06	61,346.11	74,688.66	90,752.82	108,508.64	120,956.38	99,265.30	127,460.35	120,687.61	
TOTAL		521,058.33	557,644.11	572,381.31	607,478.72	625,087.15	661,115.83	768,336.72	986,121.16	1,114,354.81	1,186,793.72	1,327,906.99	1,262,222.55	1,322,117.03	290,094.49
% CHG-PRIOR YEAR		-1.0%	7.0%	2.6%	6.1%	2.9%	6%	14%	28.34	11.51	6.10	10.63	0.37	10.02%	-8%
Pool 1/2%					Streets 1/2%										
January		10,019.95	10,283.65	10,194.04	10,842.70	11,706.63	11,138.43	11,874.56	16,408.86	21,679.02	21,332.33	24,797.39	22,705.74	23,920.29	22,259.73
February		9,644.32	10,204.70	10,380.28	10,856.10	11,525.34	12,181.29	12,310.04	17,334.42	18,640.10	20,364.07	27,404.91	23,975.88	24,983.10	28,004.15
March		10,785.30	11,849.16	12,754.95	13,584.74	13,688.58	14,336.06	16,629.68	18,298.74	25,152.17	23,622.77	30,996.72	24,693.33	29,626.58	22,259.73
April		9,855.19	11,854.65	12,389.52	13,144.68	12,524.08	13,659.97	14,463.91	18,412.21	23,755.04	28,261.69	36,171.17	25,334.95	26,923.61	
May		12,240.69	11,956.47	11,576.95	12,419.82	13,705.53	14,580.21	16,490.28	22,011.39	23,245.70	11,525.87	29,784.29	26,301.02	28,303.71	
June		11,783.93	13,031.66	13,024.14	14,312.13	14,278.97	16,011.81	16,616.09	24,414.67	24,754.32	26,407.09	25,721.35	26,776.09	28,041.10	
July		14,100.04	12,582.45	12,475.82	15,227.49	13,226.47	13,286.27	18,126.49	22,742.91	24,034.14	26,165.22	27,154.61	27,059.12	29,900.92	
August		10,012.32	11,382.80	11,650.75	12,157.10	14,465.84	14,751.21	16,395.37	21,169.13	22,426.73	25,524.84	27,686.31	28,049.18	28,863.37	
September		10,038.66	12,793.47	13,444.83	14,028.65	13,249.36	15,278.50	17,050.11	23,513.89	24,268.08	27,212.98	25,577.35	27,848.81	27,919.03	
October		10,316.88	11,035.30	11,195.98	11,950.94	12,517.68	12,883.32	17,105.94	20,463.91	22,250.18	26,306.33	26,801.39	25,819.89	26,261.04	
November		9,235.78	9,341.92	10,651.65	11,249.12	12,580.03	11,835.37	16,349.54	19,071.98	21,256.07	29,736.14	25,062.93	25,126.55	25,614.60	
December		12,231.31	13,094.80	13,356.41	12,096.22	12,803.26	15,336.53	18,672.16	22,688.21	27,127.16	30,239.10	24,816.33	31,865.09	30,171.90	
POOL/STREETS		130,264.57	139,411.03	143,095.32	151,869.68	156,271.79	165,278.96	192,084.18	246,530.29	278,588.70	296,698.43	331,976.75	315,555.64	330,529.26	72,523.62
COMBINED TOTAL		651,322.90	697,055.14	715,476.63	759,348.40	781,358.94	826,394.79	960,420.90	1,232,651.45	1,392,943.51	1,483,492.15	1,659,883.74	1,577,778.19	1,652,646.29	362,618.11

Complaint	First Notice Sent	Comply By	Resolved?	Second Notice Sent	Comply By -	Resolved??	Summons Issued
Trash on Sidewalk			Cleaned				
Sign Violation			Commercial Use				
RV Parking			RV Moved				
Site Inspection			Abandoned Homeless Camp				
Site Inspection			Abandoned Homeless Camp				
Encroachment	4/2/2026	4/12/2026					
Trash	4/2/2026	4/12/2026					
Blocking Sidewalk			Merchandise Moved Inside				
Site Inspection							
Stray Dog			Dog taken to Humane Society				
Unsightly Vehicles							Summons/court is 5/20/26
Site Inspection							
RV Parking			RED Tagged			RV Moved	
Trash on Rodeway			Trash Removed				
Liquor License Check							
Liquor License Check							
Dog at Large			Unable to Locate				
RV Parking			RV Moved				
Site Inspection			Reattached Boards to Windows				
Site Inspection			No Contact				
Homeless Complaint							
Trash Complaint			Trash Removed				
Homeless Complaint			Moved from Area				
RV Parking			RV Moved				
Trash Complaint							
RV Parking							
Site Inspection							
RV Parking			Private Property				
Site Inspection			Logs Moved				
Site Inspection							
Site Inspection							
Site Inspection			Abandoned Homeless Camp				
Site Inspection			Tires and Sign Moved				
Parking Complaint			Trailers on Worksite				
Site Inspection			Abandoned Homeless Camp				
Site Inspection			Abandoned Homeless Camp				
Animal Complaint			Incident # 2026-00002456				
Animal Bite			10 day quarantine	follow up on 5/2/26			
Property Line Dispute			Civil Matter				
Trespassing			PD Officer Made Contact				
Animal Complaint			10 day quarantine	follow up on 5/5/26			
Site Inspection			Reboarded Window				
Site Inspection			Warehouse Tour				



City of Florence

Water Treatment Plant

571 County Road 100

Florence, CO 81226



Water Treatment Plant (719) 784-0618- City Hall (719) 784-4848

4-29-2026

Water Department Report

The Water Department continues routine treatment-plant and distribution system operations while advancing several larger projects. Over the past two weeks staff attended multiple coordination and stakeholder meetings, completed several maintenance and capital tasks, and identified a few items requiring follow-up. Below is a summary of recent activities, completed work, and outstanding issues needing resolution.

March Progress and Achievements

- ❖ Participated in the Student Leadership Week Event
- ❖ Collected State compliance samples
 - Samples were sent to a certified laboratory, and the results have been submitted to CDPHE
- ❖ Water Distribution completed a long list of water line locates.
- ❖ Completed monthly meter readings.
- ❖ Trial run of South Reservoir #1 intake tower drawdown to prepare for the state to do a camera inspection of the water line going through the dam.
- ❖ Startup of City Pool operations
- ❖ Serviced HVAC units at pump stations

Meetings

- ❖ Regional Water Board Meeting
- ❖ Kickoff meeting with HR Green to update our RRA (Risk and Resilience Assessment) and ERP (Emergency Response Plan)
- ❖ Met with Fremont County Regarding their Storm Drainage project at the airport.
- ❖ Attended a monthly Utilities Coordination meeting.
- ❖ Met with Rust Automation and Controls on upcoming water department projects.

Brandon Harris
Regional Water Superintendent



CITY OF FLORENCE

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

City Clerk Report *May 4, 2026*

Over the past month, the Clerk's Office continued to provide timely and efficient support to all departments, ensuring accurate recordkeeping, agenda preparation, and public meeting coordination. We maintained compliance with statutory requirements, and continue to remain committed to improving internal workflows and supporting the City's operational needs.

Accomplishments

- Managed the 2026 Outside Agency Funding Program, and ensured compliance with the newly revised program policy.
- Restructured the front office clerk personnel to support effective onboarding/off boarding.
- Managed aspects of pool hiring, scheduling, coordination, and operational support.
- Executed National Student Leadership Week, and excitedly gained interest of a student intern.
- Gauged potential and logistics of launching a City of Florence Podcast via YouTube
- Coordinated with Pool Project Manager to ensure bid completion and fully project implementation for 2026.
- Took a vacation!

Upcoming

- Preparing materials and communication strategies for the July 4th festivities to support coordinated planning and effective execution.
- Advancing code modifications related to contractor licensing, tree-trimming regulations, trash hauler requirements, and peddler licensing; items are currently in the Clerk's Office for finalization.
- Developing a comprehensive City fee schedule to consolidate all municipal fees and charges into a single, accessible document; currently in the Clerk's Office for finalization.
- The clerk personnel will be training on the CemSites portal to further implement record efficiency into the Union Highland Cemetery procedures.
- City Clerk training!

Goals

- Obtain the SIPA Grant to launch the phased Records Management Program and begin implementation at Florence City Hall to improve organization, retention, and compliance—pending application status.

Public works

Director report 4/28/26

Safety town presentation/ touch a truck -4 hours of teaching kids about safety with the front loader, excavator and how cones and barricades work to keep everyone safe

Parks and cemetery normal operations – mowing, weed eating, watering, sprinkler repair, branch pick up, headstone maintenance, burials if scheduled fertilization

Burn pit maintenance- getting the pit ready for cleanup week

Clean up week – walking every ally picking up yard debris and branches from citizens then depositing truck loads at the city pit

Weed mitigation – spraying weed killer in areas in need of touch up (high traffic areas) weed eating corners and street cracks when able (no cars parked over the growth)

Irrigation ditch clean up – shoveling mud and debris from boxes and rodding pipes to clear blockages and help stop the over flow onto the street

Weekly meetings with spire over bathroom project – including getting vivid for proctors on the native soil used at the building site and progress updates

Pre bid meeting for culvert cleaning – no bids were presented

Meeting with brush hallow construction for pre-construction with ADA ramps

Reached out to Roy with A-1 chip seal to learn more about cape slurry to better inform staff how it works as a viable fix for some of our roads

Ordered new compliant street signs from master list to put up

Cleaned the infield at Wilcox park

Arbor day celebration



Chief of Police - Florence Police Department

600 West 3rd St | Florence, CO 81226 | 719-784-3411 | Sean.humphrey@pd.florencecolorado.org



Florence Police Department Council Report

May 4, 2026, Council meeting

- Monday, April 20, 2026, Officer Israel Becerra has completed his certification training as a School Resource Officer, and I am happy to say he is now working in the school along with Sgt. Glen. There are only a few weeks left of school, but I believe he will do a great job.
- The Florence Police Department now has a speed trailer that will be deployed throughout the city. The trailer was just deployed on Wednesday, April 29, 2026, in the High Meadows subdivision.
- Code enforcement has been very busy with several active cases.
- No new information on the (Shooting), CBI has conducted search warrants on cellphones. Case in still active and ongoing.
- Officer Robert Rudnik attended a Taser instructor class hosted by the Fremont County Sheriff's Office, a free training.
- At the start of the month. Officers will have a shift change. So, officers who work the graveyard shift will now come to days, and the day shift will go to nights. I believe this is a great way for officers to work alongside admin and just have a chance to experience different types of calls.



CITY OF FLORENCE

600 West 3rd Street
Florence, Colorado 81226
(719) 784-4848

cityofflorence@florencecolorado.org
www.cityofflorenceco.gov

April 29, 2026
Director's Report
Planning Department

The Planning Department remains actively engaged in the day-to-day operations of the City, including and responding to public inquiries.

Projects:

- *Comprehensive Zoning and Subdivision Regulations Update -*
A Request for Proposals (RFP) was advertised and posted on the City's website to retain a qualified consultant for this project.
- *Florence Mountain Park COSWAP Project –*
The COSWAP project for the Florence Mountain Park has been rescheduled to start potentially in May instead of September.
- *Fremont 250/150 Anniversary Coordination –*
Collaborating with Fremont County 250/150 organizers to support planning efforts for this year's commemorative events recognizing the anniversaries of the United States and the State of Colorado.
- *San Juan Batista Cemetery State Historical Nomination –*
Working on a Colorado State Historical nomination for San Juan Bautista Cemetery. Efforts include compiling historical documentation and coordinating supporting materials to demonstrate the cemetery's historical significance and eligibility for designation. This project aligns with the Fremont County 250/150 celebrations. Additionally, the nomination supports History Colorado's statewide preservation goal to expand recognition of ethnically and culturally significant properties within the State Register, ensuring a more inclusive representation of Colorado's history.
- *EV Charging Stations*
Initiated conversations with Drive Clean Colorado, EVICO and Black Hills Energy about the potential for installing EV charging stations at Pioneer Park. EV charging infrastructure is included in the Master Plan and there are grant opportunities available through the State.

Meetings/Trainings:

Weekly OAC meeting with Spire Building Group – Pioneer Park Restrooms
South Regional Recovery Symposium
Tour of Mytikas Industries
LPC Grant Orientation

Ashley Fox
Planning Director



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Director's Report
Building Department

The Building Department remains actively engaged in facilitating development through ongoing inspections, plan reviews, and permitting services.

Sight visits or inspections: 21
Building permits issued: 9

Meetings/Trainings:

Weekly OAC meeting with Spire Building Group – Pioneer Park Restrooms
South Regional Recovery Symposium
Tour of Mytikas Industries

Ashley Fox
Planning Director