



City of Woodland Park

City Council

August 1, 2024 at 6:30 PM

AGENDA

5:30 PM Work Session - Community Survey.

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**
(Public Comment may be heard)
8. **ORDINANCES ON INITIAL POSTING**
(Public comment may be heard)
 - A. Consider Ordinance No. 1479, Series 2024 on Initial posting, an ordinance of the city council for the city of Woodland Park, Colorado repealing and reenacting chapter 9.41 of the city municipal code to regulate noise within the city.
(Presenter City Attorney Williams)
9. **PUBLIC HEARINGS**
(Public comment may be heard)
 - A. Consider a request by Silas Beck (Applicant) and SMGC – Greg Brown (property owner) for a Temporary Use Permit for a special event to operate after 9:00 PM and to include on-site camping from August 23 - 25, 2024 for the Frizzen Disc Golf Tournament at Shining Mountain Golf Course, 100 Shining Mountain Lane, in the Planned Unit Development (PUD) zone district. (QJ) (Presenter, Planning Director Karen Schminke, AICP)
 - B. Approval of a special event wine festival liquor license for Mountain Artists (QJ)
Presenter, Parks and Recreation Director, City Keating
10. **NEW BUSINESS**
(Public comment may be heard)
 - A. Consider approving a Subdivision Development Agreement between Tava House Properties, LLC and the City of Woodland Park, to authorize the installation of public improvements and other construction and improvements associated with the Woodland Station Subdivision, Filing No. 2. (A) (Presenter, Planning Director Karen Schminke, AICP)
11. **REPORTS**

(Public comment not necessary)

- A. Mayor's Report
- B. Council Reports
- C. City Attorney's Report
- D. City Manager's Report

12. ADJOURNMENT

Key to agenda abbreviations:

(A) Administrative- matters involving day-to-day decisions such as approving contracts, hiring staff and the procurement of goods and services. Administrative actions generally do not require formal actions by the elected body.

(L)Legislative- typically in the policy arena; legislative matters affect large areas and large groups of people, such as enacting dog regulations or amending the City code. Legislative action generally involves motions, resolutions and ordinances.

(QJ)Quasi-Judicial- apply general rules to a specific interest, such as zoning change affecting a single piece of property, or a special use permit. Quasi-Judicial actions generally involve adjudication, sometimes in writing, but not a resolution or ordinance. Decision for Quasi-Judicial proceedings are made exclusively based upon the testimony presented on the record. Ex-parte communication (communication outside the official hearing) between elected officials and citizens is not permitted on Quasi-Judicial



STAFF REPORT

TO: Mayor Case and City Council

FROM: Ben Schmitt, City Engineer

DATE: August 1, 2024

SUBJECT: Consider Ordinance No. 1479, Series 2024 on Initial posting, an ordinance of the city council for the city of Woodland Park, Colorado repealing and reenacting chapter 9.41 of the city municipal code to regulate noise within the city.
(Presenter City Attorney Williams)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: 1. 2024-07-17 - Ordinance - Repeal and Reinact Noise Regulations

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1479
(Series of 2024)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO REPEALING AND REENACTING CHAPTER 9.41 OF THE CITY
MUNICIPAL CODE TO REGULATE NOISE WITHIN THE CITY**

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under Article XX, Section 6 of the Colorado Constitution and the City Charter;

WHEREAS, pursuant to C.R.S. § 25-12-101, the Colorado General Assembly found that noise is a major source of environmental pollution which represents a threat to an individual’s serenity and quality of life;

WHEREAS, further, pursuant to C.R.S. § 31-15-401, the City possesses the authority to adopt laws and ordinances within its police power in furtherance of the public welfare;

WHEREAS, the City’s regulation of noise has not been modified since 2002 and it has become necessary to update the Woodland Park Municipal Code (the “Code”) to allow for more enforceable standards;

WHEREAS, the City Council finds it desirable and prudent properly regulate noise to protect the welfare of the public;

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general welfare of its citizens to amend Chapter 9.41 of the Code, by repealing and reenacting Chapter 9.41.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, AS FOLLOWS:

Section 1. Chapter 9.41, “Noise” is hereby repealed in its entirety.

Section 2. The new Chapter 9.41, “Noise” is hereby added to the Code of the City of Woodland Park as follows:

CHAPTER 9.41
NOISE

Sec. 9.41.010. – Purpose.

This Chapter is enacted to protect, preserve and promote the health, safety, welfare, peace and quiet of the citizens of the City through the reduction, control and prevention of noise. It is the intent of this Chapter to establish standards that will eliminate and reduce unnecessary and excessive noise

which is physically harmful and otherwise detrimental to individuals and the community in the enjoyment of life, property and the conduct of business.

Sec. 9.41.020. – Definitions.

The following words and phrases, when used in this Chapter, shall have the meanings respectively ascribed to them:

“Ambient sound” means the sound pressure level of all sound associated with a given environment and being a composite of sounds from many sources during the period of observation excluding specific noise sources of interest.

“Amplified sound” means any sound produced by any means, the volume of which is amplified or increased through electronic or electromechanical means.

“A-weighted sound pressure” means the sound pressure level as measured with a sound level meter using the A-weighting network. The standard notation is dB(A).

“Commercial power equipment” means any equipment or device rated at more than five (5) horsepower and used for building repairs or property maintenance, excluding snow removal and lawn care equipment.

“Construction equipment” means any equipment or mechanical apparatus operated by fuel, electric or pneumatic power in the excavation, construction, repair, maintenance or demolition of any building, structure, lot, parcel, street, alley, waterway or appurtenance thereto.

“Decibel” means a logarithmic unit of measure often used in measuring magnitude of sound. The symbol is dB.

“Domestic power equipment” means any equipment or device rated at five (5) horsepower or less and used for building repairs or grounds maintenance, excluding snow removal, tree maintenance and lawn care equipment.

“Emergency power generator” means that the equipment used to generate electrical power in the event of an interruption, malfunction or failure of the electrical power supplied by a service provider.

“Emergency vehicle” means an authorized motor vehicle that has sound warning devices such as whistles, sirens and bells which can lawfully be used when responding to an emergency or police activity, or which is required by state or federal regulations.

“Emergency work” means an activity made necessary to restore property to a safe condition following a severe weather incident, natural disaster or public calamity, or work required to protect persons or property from injury or exposure to imminent danger. It includes work by private or public

entities for immediately providing or restoring necessary utility service, as well as all situations deemed necessary by the City.

“Industrial premises” means any premises where manufacturing, processing or fabrication of goods or products takes place.

“Lawn care equipment” means equipment used to cut, vacuum or sweep grass, blow away lawn clippings or leaf debris, or aerate turf.

“Motor vehicle” means any vehicle which is self-propelled and used for transporting persons or property upon public roadways, inclusive of motorcycles. The term motor vehicle shall not include: aircraft, watercraft, mechanical street sweepers, self-propelled construction equipment, motor vehicles operated exclusively on private property for recreational or amusement purposes, vehicles used exclusively on stationary rails, or specialized utility vehicles normally used only on private property in the daily course of business, such as forklifts and pallet movers.

“Muffler-approved exhaust type” means an apparatus which consists of a series of chambers, baffle plates or other mechanical devices designed for the purpose of receiving and transmitting exhaust gases and which reduces sound emanating from such an apparatus by at least twenty (20) decibels in the A-weighting network dB(A) from the nonmuffled condition.

“Noise” means sound that is unwanted and which causes or tends to cause annoyance and/or adverse physiological effects on human beings, or disturbs the peace and quiet of persons on a receptor premises.

“Premises” means any building, structure, land, utility or portion thereof, including all appurtenances, and also includes yards, lots, courts, inner yards and properties without buildings or improvements owned or controlled by a person.

“Property line” means that real or imaginary line and its vertical or horizontal extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person, inclusive of the lines that separate units in a multiple-unit building.

“Public premises” means all property, including appurtenances thereon, which is owned or controlled by any governmental entity, and includes streets, alleys, sidewalks, parks and waterways.

“Receptor premises” means a premises (residential, commercial, industrial or public) as listed in Table 9-A below which is receiving noise emitted from a source premises after crossing one (1) or more property lines.

“Residential premises” means any lot, parcel or premises where single-family, two-family, or multiple-dwelling units exist, and shall also include schools, churches, nursing homes, long-term care and similar institutional facilities where the use of more than fifty percent (50%) of the gross floor area of the subject premises satisfies and meets this definition.

“Snow removal equipment” means any equipment used for removing snow from land or building surfaces and includes snowplows, snowblowers, snow sweepers, and snow shovels.

“Sound” means an oscillation in pressure, stress, particle displacement and particle velocity which induces auditory sensation.

“Sound level meter” means an apparatus or instrument, including a microphone, amplifier, attenuator, output meter and frequency weighting networks, for the measurement of sound levels. The sound level meter shall be a design and have the characteristics of Type 2 or better instrument as established by the American National Standards Institute, Publication S1.4-1971, entitled Specification for Sound Level Meters, or its current successor publication.

“Sound pressure level” means twenty (2) time the logarithm to the base ten (10) of the ratio of the pressure of a sound to the reference pressure of twenty (20) micronewtons per square meter (20×10^6 Newtons/meter²) and is expressed in decibels (dB).

“Source premises” means a premises (residential, commercial, industrial or public) as listed in Table 9-A that is emitting noise that is crossing one (1) or more property lines and impacting the receptor premises.

“Tree maintenance equipment” means any equipment used in trimming or removing trees only, and shall not be limited to chainsaws, shippers and stump removers.

Sec. 9.41.030. – Prohibitions.

- A. It is unlawful for any person to use, keep, have in his or her possession or harbor any domesticated animals which, by frequent or habitual howling, barking, meowing, squawking or otherwise, shall cause annoyance or disturbance to person in the neighborhood; provided, however, that the provisions of this Section shall not apply to hospitals licensed for the treatment of small animals.
- B. It is unlawful for any person to carry or use upon a vehicle, other than Police or Fire Department vehicles for public use, any gong, siren, whistle or red light similar to that used on ambulances or vehicles of the Police and Fire Department.
- C. It is unlawful for any person to emit or cause to be emitted any noise which leaves the premises on which it originates, inclusive of a public premises, crosses a property line and enters onto any other premises in excess of the sound pressure levels during the time periods as specified in Table 9-A below. In determining whether a violation of this Section is occurring, the noise and/or noise source shall be measured at any point along the property line or within the property line of the receiving or receptor premises.

- D. When in any case it is determined that the ambient sound level at the receiving premises equals or exceeds the maximum allowable sound pressure level specified in Table 9-A, the ambient sound level of the receiving premises is the standard which cannot be exceeded by the subject or offending noise.

TABLE 9-A
Maximum Allowable Noise Levels (in dBA) with Time-of-Day Allowance

	<i>Receptor Premises</i>							
	<i>Residential</i>		<i>Commercial</i>		<i>Industrial</i>		<i>Public</i>	
Source Premises	7 am— 10 pm	10 pm— 7 am	7 am— 10 pm	10 pm— 7 am	7 am— 10 pm	10 pm— 7 am	7 am— 10 pm	10 pm— 7 am
Residential	55	50	65	60	80	75	75	70
Commercial	55[60]	50[60]	65	60	80	75	75	70
Industrial	55[65]	50[65]	65	60	80	75	75	70
Public	55[60]	55[60]	65	60	80	75	75	70

Note – The numbers in brackets [] are the allowable limits that comply with Exemption (J) below.

Sec. 9.41.040. – Exemptions.

Notwithstanding the provision of Section 9.41.030 above, the maximum allowable sound pressure levels as set forth in Table 9-A above shall not apply to sounds emitted from:

- A. Any bell or chime from any building clock, school or church, but excluding any amplified bell or chime sounds emitted from loudspeakers.
- B. Any siren, whistle, bell or audible warning device lawfully used by an emergency vehicle or on construction equipment, or any other alarm system used in case of fire, collision, civil defense, police activity or imminent danger; provided, however, that burglar alarms or construction equipment alarms or warning devices not terminated within fifteen (15) minutes after being activated shall be deemed a nuisance and unlawful.
- C. Any tree maintenance or lawn care equipment operated upon a residential, commercial, industrial or public premises during the time period between 7:00 a.m. and 9:30 p.m.; provided, however, that the operation of tree maintenance or lawn care equipment between the hours

of 9:30 p.m. and 7:00 a.m. shall not exceed the maximum sound pressure levels as specified in Table 9-A above.

- D. Any construction equipment or activities in compliance with Section 9.41.050(3) below.
- E. Any domestic power equipment operated upon any residential, commercial, industrial or public premises between 7:00 a.m. and 9:30 p.m.; provided that such equipment does not exceed a sound pressure level of eighty (80) dB(A) when measured twenty-five (25) feet from the property line of the property on which the equipment is being operated; and further provided that, between the hours of 9:30 p.m. and 7:00 a.m., such equipment does not exceed the maximum sound pressure levels as specified in Table 9-A above.
- F. The musical instruments of any school marching band while performing at any sporting event or marching band competition, and the musical instruments of any school marching band practicing on school grounds that do not exceed sixty-five (65) dB(A) when measured at the property line of any receiving residential premises.
- G. Snow removal equipment operated on any premises following a snowstorm between the hours of 5:00 a.m. and 10:00 p.m.; provided that such equipment does not exceed the sound pressure limits of eighty-eight (88) dB(A) commercial equipment, or eighty (80) dB(A) for domestic power equipment, when measured at a distance of twenty-five (25) feet from the property line of the property on which the equipment is being operated.
- H. Any power generator providing emergency electrical power at any hospital, health clinic, nursing home or similar facility where the loss of electrical power poses an immediate risk to the health, safety or welfare of any person, or at any premises where such equipment is required by the Fire Department. Additionally, the noise emitted during the routine testing of emergency electrical power generators shall not exceed eighty-eight (88) dB(A) at a distance of twenty-five (25) feet from the property line for the property on which the generator is operated. Routine testing shall not exceed one (1) hour in any one-week period or two (2) hours in any six-week period, and shall be confined to the hours of 10:00 a.m. to 4:00 p.m., or as otherwise approved.
- I. Any industrial, commercial, or public premises exceeding the standards of Table 9-A above at a receiving residential premises when such industrial, commercial or public premises and their emitted noise level were in existence prior to the existence of the residential premises; provided, however, that the existing industrial premises does not exceed sixty-five (65) dB(A), and the commercial premises do not exceed sixty (60) dB(A), when measured at the receiving residential premises.
- J. Any industrial, commercial, or public premises exceeding the standards of Table 9-A above at a receiving residential remises when such industrial, commercial or public premises and their emitted noise level were in existence prior to the existence of the residential premises; provided, however, that the existing industrial premises does not exceed sixty-five (65), and

the commercial premises do not exceed sixty (60) dB(A), when measured at the receiving residential premises.

- K. Any noise specifically authorized by permit duly issued by the City, inclusive of the parade permit, and noise created or caused by employees, contractors or agents of the City while performing emergency work or activities necessary to address a natural or manmade disaster, calamity or emergency.

Sec. 9.41.050. – Prohibited noise activities.

Notwithstanding the sound pressure levels and/or limits permitted in Section 9.41.030 above, the following activities are prohibited everywhere in the City:

- A. No person shall at any time sound any horn or other audible signal device of a motor vehicle unless it is necessary as a warning to prevent or avoid a traffic accident, or is reasonably necessary to inform or warn of a vehicle presence, inclusive of audible back-up safety warning devices.
- B. No person shall operate any trash compacting mechanism on any motor vehicle or on any premises, not shall any person engage in any trash, rubbish or garbage collection activity, between the hours of 10:00 p.m. and 6:30 a.m. when such compacting or collection activity takes place on any premises, other than a public premises, adjacent to, or across the street or alley from, a residential premises.
- C. No person shall operate any construction equipment, not conduct any construction activities, that exceeds the noise limits of Table 9-A above between the hours of 9:00 p.m. and 7:00 a.m.; provided, however, that the City may grant variances from the construction restrictions if it can be demonstrated that a construction project will interfere with traffic if completed during daytime hours, or that other extenuating circumstances exist requiring relief from this prohibition; and further excepting the operation of municipal street sweeping equipment.
- D. Except for an authorized public address system utilized to announce a sporting or recreational event, no noise shall be emitted from any radio, tape/CD player, electronic sound system or similar electronic amplified sound reproduction or receiving device on or within any public park or recreational area in excess of fifty-five (55) dB(A) unless authorized under a permit as obtained under Section 9.41.090 below.

Sec. 9.41.060. – Motor vehicle noise prohibited.

- A. No person shall operate, nor shall the owner permit the operation of, any motor vehicle or combination of motor vehicles at any time or place when such operation exceeds the following noise sound pressure levels for the category of motor vehicles as specified in Table 9-B shall apply to all noise emitted from a motor vehicle, including any and all equipment thereon, and under any condition of acceleration, deceleration, idle, grad or load, and whether or not in motion; excepting audible backup safety warning devices.

- B. It is unlawful for any person to drive or move, or for the owner of any motor vehicle to permit to be driven or moved, any motor vehicle which is not equipped with an approved exhaust muffler satisfying the requirements of this Section; and/or to modify or change an approved exhaust muffler, air intake muffler or any other sound-reducing device in such a manner that the noise emitted from the motor vehicle exceeds the sound pressure levels as established in Table 9-B below, or is increased above the sound pressure level of the vehicle as originally manufactured. Muffler cutouts, bypasses or other devices which increase sound pressure or change the original manufactured exhaust system of any motor vehicle shall be considered a violation of this Chapter.

TABLE 9-B

Maximum Allowable Noise Sound Pressure Levels for Motor Vehicles

<i>Type of Vehicle</i>	<i>Time Period</i>	<i>Maximum Allowable Sound Pressure Level</i>	<i>Measurement Distance from Motor Vehicle</i>
Motor vehicles weighing less than 10,000 lbs., manufacturer's gross vehicle weight (GVWR)	At any time	80 dB(A)	25 feet
Motor vehicles weighing 10,000 lbs. or more, manufacturer's gross vehicle weight (GVWR)	At any time	86 dB(A)	25 feet

Sec. 9.41.070. – Sound level measurements.

Sounds level measurements made pursuant to this Chapter shall be made with a sound level meter of standard design using the weighting network/scale.

Sec. 9.41.080. – Sound permits.

- A. Any person desiring to obtain a permit to exceed the noise levels designated in this Chapter may make an application to the City Manager or their duly authorized representative.
- B. The City Manager or their duly authorized representative may grant or deny a permit application taking into consideration the nature and duration of the noise/activity sought to be permitted, the location of the proposed noise/activity, the anticipated impact of the proposed noise/activity on surrounding properties and neighborhoods, and whether the public health and safety will be injured or served by the issuance of the permit.
- C. The City Manager may conduct a public hearing to consider a permit application if he or she deems it necessary or appropriate. Notice of the hearing must be sent to the permit applicant at least three (3) days in advance thereof by either telephone, facsimile, electronic mail. Regular mail or such other method as will likely and timely reach the applicant. Notice to the public of

the hearing shall be timely posted at the place or location annually designed by the City Council under 24-6-402(2)(c), C.R.S., as amended.

- D. The City Manager may prescribe such permit conditions or requirements as he or she may deem necessary to minimize the adverse impacts the proposed noise/activity may have upon the community or surrounding neighborhood, including, but not limited to, the hours of operation, maximum decibels the type of any sound amplification equipment and the type of sound that may be amplified. A permit granted by the City Manager under this Chapter shall contain all conditions upon which the permit has been granted and shall specify the locations and times that the permit shall be effective.
- E. An applicant dissatisfied with a decision of the City Manager may seek an appeal of the same to the City Council by submitting a written notice of appeal to the City Clerk within five (5) days from the date of the decision sought to be appealed.

Sec. 9.41.090 – Inspections.

- A. For the purpose of determining compliance with the provision of this Article, the Chief of Police or other designated City representative shall be authorized to make inspection of all noise sources and to take measurements and tests whenever necessary to determine the volume and character of noise. If any person refuses or restricts entry and free access to any part of a premise, or refuses to allow the inspection, testing or noise measurement of any activity, device, facility or motor vehicle where inspection is sought, the City official seeking such access and/or testing may petition the Municipal Court for a warrant for inspection requiring that such person permit entry and free access to the subject premises without interference, restriction or obstruction at a reasonable time for the purpose of inspecting, testing or measuring noise. The Municipal Court shall have power, jurisdiction, and authority to enforce all orders issued under the provisions of this Article.
- B. It is unlawful for any person to refuse to allow or permit City officials charged with enforcing this Chapter free access to any premises when such official is acting in compliance with a warrant or court order issued by the Municipal Court.
- C. It is unlawful for any person to violate the provisions of any warrant to court order requiring inspection, testing or measurement of noise or noise sources.
- D. No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any City official performing his or her duties under this Chapter.

Sec. 9.41.100. – Penalties.

Any person who violated any provision of this Chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not to exceed one thousand dollars, or be imprisoned for a period not to exceed on year, or by both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable under this Chapter.

Sec. 9.41.110. – Injunction.

As an additional remedy, the repeated operation or maintenance of any device, instrument, vehicle or machinery in violation of any provision of this Chapter, or animal noise which acts have been held to be a violation of this Chapter, and which causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health or peace of residents in the area, shall be deemed, and is declared to be, a public nuisance subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

Section 3. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

Section 4. *Effective Date.* This ordinance shall be in full force and effect upon its publication as required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS ____ DAY OF _____, 2024.

City of Woodland Park

Kellie Case, Mayor

ATTEST:

City Clerk, Suzanne Leclercq



STAFF REPORT

TO: Mayor Case and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: August 1, 2024

SUBJECT: Consider a request by Silas Beck (Applicant) and SMGC – Greg Brown (property owner) for a Temporary Use Permit for a special event to operate after 9:00 PM and to include on-site camping from August 23 - 25, 2024 for the Frizzen Disc Golf Tournament at Shining Mountain Golf Course, 100 Shining Mountain Lane, in the Planned Unit Development (PUD) zone district. (QJ) (Presenter, Planning Director Karen Schminke, AICP)

BACKGROUND: Temporary use permits that include extended hours between 9:00 PM and 7:00 AM require initial approval from City Council. These events can be renewed administratively in future years provided the event circumstances are substantially unchanged from the original application and no complaints or issues have ever been received. Overnight camping in areas other than licensed campgrounds is subject to an annual review by City Council.

After having received noise complaints, this is a request to renew a Temporary Use Permit for a special event to operate after 9:00 PM and to expand the event to include on-site camping from August 23 - 25, 2024 for the Frizzen Disc Golf Tournament at Shining Mountain Golf Course, 100 Shining Mountain Lane.

Please see attached detailed report.

RECOMMENDATION: Should Council move to approve the Temporary Use Permit for a special event for the Frizzen Disc Golf Tournament, August 23 – 25, 2024, and grant extended hours to 11:00 PM, at Shining Mountain Golf Course, 100 Shining Mountain Lane, Staff recommends the following conditions:

1. Music and lights on both days shall be turned off by at 11:00 p.m.
2. The Event Coordinator shall be responsive to complaints received.
3. The Event Coordinator shall distribute a telephone number and event brochure to surrounding residences and to the WP Police Department, the NE Teller County Fire Protection District, and the Planning Department. The brochure should notify adjacent property owners of the event and provide a call number to submit complaints.
4. If one complaint is received by the WPPD after 9:00 p.m., the Event Coordinator shall turn off the amplification or reduce the volume of the sound system. If another complaint is received

by the WPPD after the volume has been reduced, the Event Coordinator shall be required to immediately cease all sound (including generators) emanating from the event.

5. All lighting for the special event shall be downcast and fully shielded.
6. All generators (if any) shall be turned off by 11:00 p.m.
7. The temporary parking field and the area surrounding the temporary stage shall be mowed to no more than 4 inches in height prior to parking any vehicles or assembling the stage platform.
8. The Event Coordinator shall prepare and submit to the Planning Department a Fire Mitigation Plan prior to the event which may include a fully-loaded water truck on site, multiple fire extinguishers dispersed throughout the site, and designated smoking areas.
9. The Event Coordinator shall at all times be subject to Municipal Code §9.41 Noise, except as herein waived.

Should Council move to expand the Temporary Use Permit for a special event for the Frizzen Disc Golf Tournament, August 23 – 25, 2024, to include camping, at Shining Mountain Golf Course, 100 Shining Mountain Lane, Staff recommends the following additional conditions:

1. Camping shall occur only between 9 a.m. August 23 through 6 p.m. August 25, 2024.
2. Camping shall be for event participants only with no more than 50 camping units permitted on-site at any given time.
3. Camping units shall include tents, camper trailers, recreational vehicles and pickup campers.
4. Camping units shall not be connected to City water or sewer and shall be self-contained.
5. On and off-site trash, garbage or debris shall be cleaned up during and upon cessation of camping. On-site clean-up shall be coordinated with and enforced by the property owner and event coordinator.
6. The event coordinator shall be responsive to complaints received, if any.
7. All lighting for the camping and event areas, if any, shall be downcast, fully shielded, and turned off by 9 p.m. each night.
8. All generators (if any) shall be turned off by 9 p.m.
9. The event coordinator and all campers shall at all times be subject to Municipal Code §9.41 Noise.
10. Consistent with the Fire Mitigation Plan for the event, no open flames are allowed.

- ATTACHMENTS:**
1. CC Frizzen Disc Golf 2024 Staff RPT
 2. Frizzen Disc Golf 2024 TUP Application UPDATED 7.25.24
 3. Frizzen Disc Golf 2024 TUP Site Maps
 4. Frizzen Disc Golf 2023 - TUP Approval Signed
 5. Glauth Complaint
 6. Simonson Complaint



City of Woodland Park Staff Report

City Council Meeting – August 1, 2024

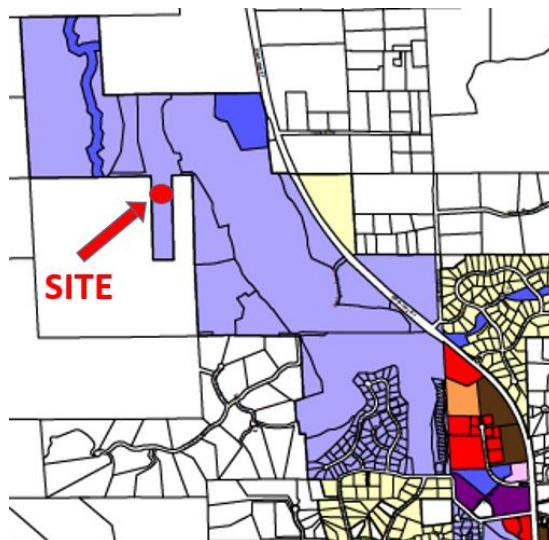
<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
9.A.	Planning	Karen Schminke, AICP Planning Director

ITEM: Consider a request by Silas Beck (Applicant) and SMGC – Greg Brown (property owner) for a Temporary Use Permit for a special event to operate after 9:00 PM and to include on-site camping from August 23 - 25, 2024 for the Frizzen Disc Golf Tournament at Shining Mountain Golf Course, 100 Shining Mountain Lane, in the Planned Unit Development (PUD) zone district. (QJ)

BACKGROUND: The Frizzen Disc Golf event has been held within Woodland Park since 2019. Historically, the applicant has only applied for activities between the hours of 9:00AM and 11:00PM during the weekend of the event. The 2024 application is the first year the applicant is proposing camping at this event. In conjunction with the disc golf tournament, the event hosts live music on Friday and Saturday night. According to the past conditions of approval, the live music must be finished by 11:00PM.

Figure 1 provides a vicinity map; the subject property is located on the north side of Woodland Park, west of Highway 67. The parcel for the event location is surrounded on three sides by the Pike National Forest.

Figure 1 – Vicinity Map



EXTENDED HOURS: Most temporary use permits are reviewed and approved administratively; events that operate between 9:00 PM and 7:00 AM are subject to City Council approval. City Council first reviewed an application for the Frizzen Disc Golf Tournament on August 1, 2019. At that time City Council approved this event to operate to 11:00 PM on Friday and Saturday subject to nine conditions:

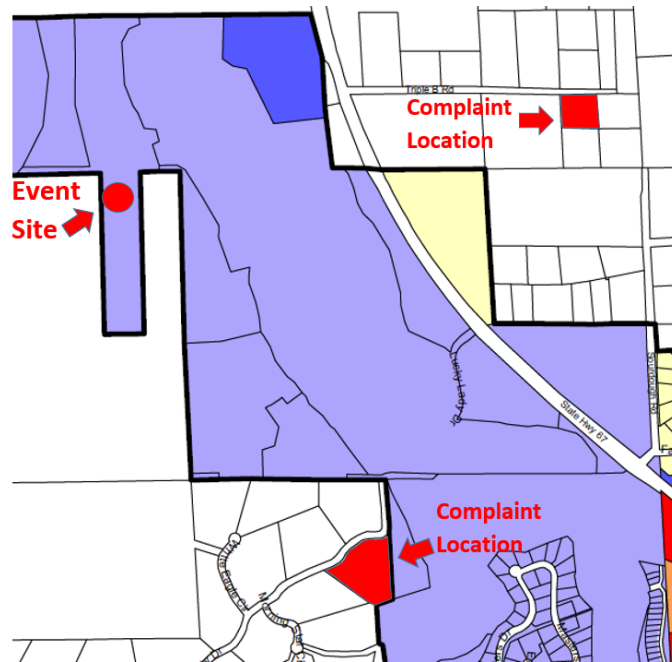
- a. Music and lights on both days shall be turned off by at 11:00 p.m.
- b. The Event Coordinator shall be responsive to complaints received.
- c. The Event Coordinator shall distribute a telephone number and event brochure to surrounding residences and to the WP Police Department, the NE Teller County Fire Protection District, and the Planning Department. The brochure should notify adjacent property owners of the event and provide a call number to submit complaints.
- d. If one complaint is received by the WPPD after 9:00 p.m., the Event Coordinator shall turn off the amplification or reduce the volume of the sound system. If another complaint is received by the WPPD after the volume has been reduced, the Event Coordinator shall be required to immediately cease all sound (including generators) emanating from the event.
- e. All lighting for the special event shall be downcast and fully shielded.
- f. All generators (if any) shall be turned off by 11:00 p.m.
- g. The temporary parking field and the area surrounding the temporary stage shall be mowed to no more than 4 inches in height prior to parking any vehicles or assembling the stage platform.
- h. The Event Coordinator shall prepare and submit to the Planning Department a Fire Mitigation Plan prior to the event which may include a fully-loaded water truck on site, multiple fire extinguishers dispersed throughout the site, and designated smoking areas.
- i. The Event Coordinator shall at all times be subject to Municipal Code §9.41 Noise, except as herein waived.

Per Section 18.62.050 B. of the Municipal Code, *“if all temporary use circumstances are substantially unchanged from the original application and no complaints or issues have ever been received by the city”* temporary use permits for events that initially required City Council approval may be administratively approved in subsequent years. Administrative renewals for this event occurred in 2020, 2021, 2022, and 2023.

In prior years staff has heard complaints about noise after the event, however no written complaints were received. Condition d. of the permit indicates there was concern about noise levels from this event when the original permit was issued and this condition provided a process for addressing those issues should they occur. This process is only effective when people call WPPD during the event, but there is often a hesitancy to trouble the police for a non-emergent issue. Staff confirmed with Dispatch that no calls were received during the 2023 event.

In early June of this year, two written complaints about noise after 11:00 PM from the 2023 event were received in the Planning Department (copies attached). As a result, this request is now back in front of City Council to reconsider issuing a temporary use permit for this event. The map in Figure 2 shows the location of the noise complaints compared to the event location.

Figure Two – Noise Complaint Locations



CAMPING: In addition to reconsidering the event and its extended hours, this year the applicant has requested camping for 85 people (Staff estimates 50 camping units). Pursuant to Municipal Code §8.12 Camping in Designated Areas, City Council may permit self-contained camping units in designated locations other than licensed campgrounds. Should Council chose to approve camping in conjunction with this event, staff recommends the following conditions:

- a. Camping shall occur only between 9 a.m. August 23 through 6 p.m. August 25, 2024.
- b. Camping shall be for event participants only with no more than 50 camping units permitted on-site at any given time.
- c. Camping units shall include tents, camper trailers, recreational vehicles and pickup campers.
- d. Camping units shall not be connected to City water or sewer and shall be self-contained.
- e. On and off-site trash, garbage or debris shall be cleaned up during and upon cessation of camping. On-site clean-up shall be coordinated with and enforced by the property owner and event coordinator.
- f. The event coordinator shall be responsive to complaints received, if any.
- g. All lighting for the camping and event areas, if any, shall be downcast, fully shielded, and turned off by 9 p.m. each night.
- h. All generators (if any) shall be turned off by 9 p.m.
- i. The event coordinator and all campers shall at all times be subject to Municipal Code §9.41 Noise.
- j. Consistent with the Fire Mitigation Plan for the event, no open flames are allowed.

APPLICATION REVIEW: This application was received the required minimum 45 days prior to the event, however this has not always been the case: 2023 – 11 days prior; 2022 – 21 days prior; 2021 – 18 days prior; and 2020 – 53 days prior. The application was routed for review and as of July 24, 2024, no concerns have been received for this year’s request.

NOTICE: Public notice regarding Council review of this request was provided by publication as an agenda item, and letters mailed to all property owners within 150 feet. As of the writing of this staff report, no additional written comments or concerns were received.

REVOCATION OR DENIAL: Per Municipal Code Section 18.62.090,

In writing, the city manager or city council may suspend or revoke or deny renewal of any temporary use permit where the city manager/designee or the city council determines that the permittee is not compliant with the terms and conditions of the permit or has violated any rule, regulation, law or ordinance, or upon good cause shown. In the event that a temporary use permit is suspended or revoked the application fee, or any portion of it, shall not be refunded.

STAFF RECOMMENDATION: Staff recognizes that special events are an important part of the Woodland Park community and that they draw visitors. However, the event coordinators have a responsibility to be a good host and ensure compliance with the permit conditions. Given the documented noise complaints, staff believes it is appropriate to give the event coordinators a chance to demonstrate they can run the event in compliance with the permit conditions, however expansion of the event to permit camping may not be warranted. Given the location of this event, there is the potential for event participants to camp on Forest Service land rather than at the event site.

Council has several options for this request:

- 1) Deny the request for the TUP.
- 2) Approve the TUP, but restrict hours to no noise after 9:00 PM.
- 3) Approve the TUP with the extended noise hours to 11:00 PM.
- 4) Approve camping in addition to either option 2 or 3 above.

Should Council move to approve the Temporary Use Permit for a special event for the Frizzen Disc Golf Tournament, August 23 – 25, 2024, with or without extended hours to 11:00 PM, at Shining Mountain Golf Course, 100 Shining Mountain Lane, Staff recommends the following conditions:

- a. Music and lights on both days shall be turned off by at 11:00 p.m.
- b. The Event Coordinator shall be responsive to complaints received.
- c. The Event Coordinator shall distribute a telephone number and event brochure to surrounding residences and to the WP Police Department, the NE Teller County Fire Protection District, and the Planning Department. The

- brochure should notify adjacent property owners of the event and provide a call number to submit complaints.
- d. If one complaint is received by the WPPD after 9:00 p.m., the Event Coordinator shall turn off the amplification or reduce the volume of the sound system. If another complaint is received by the WPPD after the volume has been reduced, the Event Coordinator shall be required to immediately cease all sound (including generators) emanating from the event.
 - e. All lighting for the special event shall be downcast and fully shielded.
 - f. All generators (if any) shall be turned off by 11:00 p.m.
 - g. The temporary parking field and the area surrounding the temporary stage shall be mowed to no more than 4 inches in height prior to parking any vehicles or assembling the stage platform.
 - h. The Event Coordinator shall prepare and submit to the Planning Department a Fire Mitigation Plan prior to the event which may include a fully-loaded water truck on site, multiple fire extinguishers dispersed throughout the site, and designated smoking areas.
 - i. The Event Coordinator shall at all times be subject to Municipal Code §9.41 Noise, except as herein waived.

Should Council move to expand the Temporary Use Permit for a special event for the Frizzen Disc Golf Tournament, August 23 – 25, 2024, to include camping, at Shining Mountain Golf Course, 100 Shining Mountain Lane, Staff recommends the following additional conditions:

- a. Camping shall occur only between 9 a.m. August 23 through 6 p.m. August 25, 2024.
- b. Camping shall be for event participants only with no more than 50 camping units permitted on-site at any given time.
- c. Camping units shall include tents, camper trailers, recreational vehicles and pickup campers.
- d. Camping units shall not be connected to City water or sewer and shall be self-contained.
- e. On and off-site trash, garbage or debris shall be cleaned up during and upon cessation of camping. On-site clean-up shall be coordinated with and enforced by the property owner and event coordinator.
- f. The event coordinator shall be responsive to complaints received, if any.
- g. All lighting for the camping and event areas, if any, shall be downcast, fully shielded, and turned off by 9 p.m. each night.
- h. All generators (if any) shall be turned off by 9 p.m.
- i. The event coordinator and all campers shall at all times be subject to Municipal Code §9.41 Noise.
- j. Consistent with the Fire Mitigation Plan for the event, no open flames are allowed.

ATTACHMENTS: 2024 TUP Application and Narrative
 Site Plan
 2023 Temporary Use Permit
 Noise Compliant from Glauth
 Noise Compliant from Simonson



2024 TEMPORARY USE PERMIT (TUP)

(Revised 1/1/2024)

Project # _____
Outdoor Vendor TUP Fee \$44.00
Special Event TUP Fee \$110.00
Non-profit (No TUP Fee)

(Application must be submitted to Planning Department 45 days before Special Event and 14 days before Outdoor Vendor may operate)

TYPE: ☐ Outdoor Vendor ☒ Special Event
☐ Non-profit Outdoor Vendor ☐ Non-profit Special Event

1. APPLICANT INFORMATION

a. Name of Outdoor Vendor/Special Event Annual Frozen Disc Golf Tournament
b. Event Coordinator/Applicant Name Silas Beck
c. Mailing Address PO BOX 7522
d. Email Address proshop.smgc@gmail.com
e. Phone Number (719) 687-7587
(Home) (Work) (Cell)

2. PROPERTY OWNER INFORMATION

a. Name SMGC - Greg Brown - New West Investments Inc.
b. Mailing Address same
c. Email Address same
d. Phone Number same
(Home) (Work) (Cell)

3. DESCRIPTION OF TEMPORARY USE

a. Description of Special Event/Outdoor Vendor operation (add a separate sheet if necessary)
small outdoor event, live music on Friday and Saturday evenings only until 11pm.
b. Site Address 100 Shining Mountain Lane Site Zoning 23-25th
c. Dates of Operation 100 Lucky Lady drive August
d. Number of Employees 60 Volunteers 15 Anticipated Turnout 80-90 ppl
e. Total Number of Vendors _____ Food Vendors _____
(Food vendors must contact Teller County Environmental Health at 719-687-6416 prior to operation)
f. Event or Vendor Sales Hours _____ Set-up & Clean-up Hours _____
(If event occurs between 9:00 PM and 7:00 AM, City Council must approve request at a public hearing)
g. Parking Plan Description (including accessible parking - show on site plan)
Private parking lot @ Shining Mountain Golf Course
h. Street Closure? YES ☐ NO ☒ Streets affected (show on site plan) NONE

- i. Trash/Recycling Collection Plan (*show on site plan*) Clubhouse
- Number of trash cans _____ Provided by _____
 - Number of dumpsters _____ Provided by _____
 - Number of recycling bins _____ Provided by _____
 - Responsible party for set-up & collection _____
- j. Sanitation Plan (*show on site plan*)
- Number of portable toilets 8 accessible toilets 3 Provided by MR Potts
 - Number of hand washing facilities 3 Provided by MR Potts
 - Responsible party for set-up and collection Frozen Group & SMC
- k. Traffic Control Plan (*show on site plan*)
- Number of cones _____ barricades _____ personnel N/A
 - Responsible party for installing traffic control N/A
- l. Noise Mitigation Techniques Event site is up on the hill surrounded by trees, this will muffle some sound and noise volume will be reduced if
- m. Tents/canopies? YES ☒ NO ☐ Anticipated number of tents/canopies 85 see attm. 1 *complaints are made*
- Do any tents/canopies exceed 1,000 SF? YES ☐ NO ☐
(Contact NETCFDP at 719-687-1866 if tent/canopies are > 1,000 SF)
 - Any open flame or cooking under tent/canopies? YES ☐ NO ☐
- n. Describe Temporary Structures (i.e., tents/canopies, size, materials, anchoring, lighting, use/location of combustible liquids/propane, electrical cords, etc. - *show on site plan*)
10x10 tents, wood platform are made for band this is a permanent structure

4. USE OF CITY PROPERTY / EQUIPMENT / PERSONNEL N/A

City-owned property (public sidewalks, parking lots, streets, parks, electricity, etc.), City equipment (barricades, cones, picnic tables, recycling bins, etc.) and City personnel may be utilized pending availability and payment of a rental fee plus deposit. (*show on site plan*)

- Approximate area of leased City property (daily rate is \$0.58 per 10 SF) _____ SF
- Number of electrical outlets required _____ Days of use _____
(\$5.00 / pedestal / 4-hour increment)
- Equipment from Special Events Cache (contact Public Works at 719-687-5293 to reserve)

- Describe use of City personnel (compensation shall be required)

- Name of City park to be used (park rental fees apply) _____
- UPCC Pavilion on the Green use? (call 719-687-5284) Yes ☐ No ☐

6. SUBMITTAL REQUIREMENTS

Applicant check if included	Submittal Item <i>(All applicable items must be included to process application)</i>
☐	Application: Completed application form
☐	Fee: See top right corner on page one (1)
☐	Event Site Plan: See example attached
☐	Location and dimensions of all on-site temporary and permanent structures.
☐	Location and names of on-site or adjacent streets, trails, sidewalks and street closures including barricades or cone and event signs.
☐	Location of all parking areas, stalls, driving lanes and loading areas including accessible parking stalls.
☐	Location of portable toilets, accessible toilets, hand washing stations, trash/recycling containers, dumpsters, etc.

7. SAFETY

I acknowledge that the safety of all participants involved in a special event is paramount. To facilitate a safe event, all applicable manufacturer specifications, building codes, fire codes and safety requirements for all equipment shall be followed. I have read and shall comply with the **Event Safety Guide** attached to this application.

Applicant Silva Beck 7/9/24
Signature Date

8. CERTIFICATION

I, the undersigned, certify under oath and penalties of perjury that the information found in this application and site plan is true and accurate to the best of my knowledge. I certify that I understand that the event shall be in accordance with this application, site plan, the City of Woodland Park's Zoning Regulations, and other applicable City regulations and conditions imposed upon the issuance of this permit. Further, I understand that Temporary Use Permits are applicable to a specific calendar year and that new applications must be submitted January 1st for each calendar year.

Applicant Silva Beck 7/9/24
Signature Date

Property Owner Grey Brown by Silva Beck 7/9/24
Signature Date

(The application will not be processed without the property owner's signature)



FRIZZEN 2024

Frizzen 2024 is here! We have taken extensive precautions to ensure that this event is fun and safe for all. Our event will be ongoing starting 10 am on Friday August 23th through 5pm Sunday August 25th. There is a schedule linked below for further questions and concerns.

Schedule

Friday, August 23, 2024

10:00am
- 4:00pm Check in for players packs

Safari Freestyle
Divisions for men and women

11:00am
- 4:20pm This is your chance to design your own course. Everyone on the card takes turns picking their own tee pad and what basket to throw to. Winner of their card moves on in a bracket to become Safari Freestyle Champion.

3:00pm
- 11:00pm Live Music, Disc Games, Giveaways, and Awards.

Saturday, August 24, 2024

9:00am
- 4:00pm Check in for players packs and Saturday tee times.

- Tee times will start at 10am for 1 round of Singles at Serenity Pines.
Divisions/Payout
Men's FUN (prize payout)
Women's FUN (prize payout)
Men's Competitive (cash & prize payout)
Women's Competitive (cash & prize payout)
Men's 50+ Competitive (cash & prize payout)
Women's 50+ Competitive (cash & prize payout)
Awards will be handed out daily, but must participate Saturday and Sunday to receive trophies.
- 10:00am
- 1:00pm
- 3:00pm
- 11:00pm
- Live Music, Disc Games, Giveaways, and Awards
- Pick Your Partner Doubles on Whispering Pines
Divisions/payouts
Competitive (cash and trophy payout)
FUN (prize payout)
Payout will happen during daily awards
Mixed 1 man & 1 woman (cash and prize payout)
- 3:00pm
- 6:00pm

Sunday, August 25, 2024

- Tee times will start at 10am for 1 round of Singles at Whispering Pines.
Divisions/Payout
Men's FUN (prize payout)
Women's FUN (prize payout)
Men's Competitive (cash & prize payout)
Women's Competitive (cash & prize payout)
Men's 50+ Competitive (cash & prize payout)
Women's 50+ Competitive (cash & prize payout)
Awards will be handed out daily, but must participate Saturday and Sunday to receive trophies.
- 10:00am
- 12:00pm
- 2:00pm
- 3:00pm
- Final 9 holes for the top 5 players in each division. This gives everyone a chance to watch the best players give it 1 last shot to win the Trophy.
- 4:00pm
- 5:00pm
- Awards for all divisions will follow the final 9.

Please contact our event coordinator Silas Beck at (409) 658-9595 if you have any concerns.
Thank you so much

Frizzen 2024 Fire Mitigation Plan

- a. The purpose of this fire prevention plan is to eliminate the causes of fire, prevent loss of life and property by fire, and comply with the Occupational Safety and Health Administration's (OSHA) standard on fire preventions, 29 CFR 1910.39. The plan helps employees recognize, report, and control fire hazards.

B. Background

- a. This fire prevention plan reduces the risk of fires at SMGC in the following ways:
 - i. identifies items that are potential fire hazards and their proper handling and storage procedures.
 - ii. Distinguishes potential ignition sources and the proper procedures for control of those materials.
 - iii. Describes fire protection equipment or systems.
 - iv. identifies people responsible for maintaining the equipment and systems installed to prevent or control ignition of fires.

C. Responsibility

- a. The entire event is overseen by SMGC's event coordinator Silas Beck. He will act as the responsible party for the fire mitigation plan and procedures. Please contact him at 409.658.9595 if you have any concerns. Or any employee of SMGC at 719.687.9089

D. Hazards

a. Flammable Material

- i. There will be trash bins set up and it is the participant's responsibility to pick up trash and ensure there is no flammable material buildup.
- ii. The area has been mowed, and low hanging limbs have been trimmed, the area has also been thinned to make room for the course. These precautions are kept up with and the course supports healthy, open forest growth, as well as limits fire's ability to spread.
- iii. There will be absolutely no open flames allowed, and if you are found to have and open flame it is grounds for expulsion for the tournament.
- iv. There will be fire extinguishers onsite to ensure if a fire does begin, it can be extinguished before it grows to a sustainable state.

b. Smoking

- i. There will be designated smoking areas, that are the only places where smoking should occur. These areas will be trimmed, and extra precautions and trimming will be in effect within 200ft of these areas.
- ii. There will be fire safe ashtrays that will be in and next to the designated smoking areas to avoid smoking apparatus from catching on any surrounding vegetation.

Attachment 1

Camping at Frizzen Disc Golf Tournament

Camping will be on SMGC property.

There will be approximately 85 people camping

Camping will be a mixture of tents, small camping trailers, and car campers.

Camping will be done on Friday night (8/23/24) and Saturday night (8/24/2024)









2023 SPECIAL EVENT TEMPORARY USE PERMIT

Permit #: 202308236 Frizzen Disc Golf Tournament
Event Date: Aug. 25 (10 a – 10 p), Aug. 26 (9 a – 10 p), & Aug. 27 (10 a – 5 p)
Location: Shining Mountain Golf Course (100 Shining Mountain Lane)
Applicant: Amy Fuller, Event Coordinator (719-437-4209)

This Temporary Use Permit is approved subject to compliance with all Temporary Use standards (§18.62), the application as submitted, and the following conditions:

1. Applications for a special event permit **MUST** be submitted 45 days prior to the start date of the event (§18.62.040.B.).
2. On August 1, 2019, City Council approved this event beyond 9:00 p.m. subject to the following:
 - a. Music and lights on both days shall be turned off by at 11:00 p.m.
 - b. The Event Coordinator shall be responsive to complaints received.
 - c. The Event Coordinator shall distribute a telephone number and event brochure to surrounding residences and to the WP Police Department, the NE Teller County Fire Protection District, and the Planning Department. The brochure should notify adjacent property owners of the event and provide a call number to submit complaints.
 - d. If one complaint is received by the WPPD after 9:00 p.m., the Event Coordinator shall turn off the amplification or reduce the volume of the sound system. If another complaint is received by the WPPD after the volume has been reduced, the Event Coordinator shall be required to immediately cease all sound (including generators) emanating from the event.
 - e. All lighting for the special event shall be downcast and fully shielded.
 - f. All generators (if any) shall be turned off by 11:00 p.m.
 - g. The temporary parking field and the area surrounding the temporary stage shall be mowed to no more than 4 inches in height prior to parking any vehicles or assembling the stage platform.
 - h. The Event Coordinator shall prepare and submit to the Planning Department a Fire Mitigation Plan prior to the event which may include a fully-loaded water truck on site, multiple fire extinguishers dispersed throughout the site, and designated smoking areas.
 - i. The Event Coordinator shall at all times be subject to Municipal Code §9.41 Noise, except as herein waived.
3. Any complaint related to this event that is filed with the City will require a new review and approval by City Council in order to obtain a TUP-Event permit in 2024 (§18.062.050.B.).

4. Contact Public Works (719-687-2138) for any City-related support (City staff, fencing, cones, picnic tables, trash containers, staff, etc.), if needed
5. The Applicant shall be responsible for clean-up of any trash, garbage, or debris that may emanate from this event.
6. A Sign Permit is required for any sign posted longer than 24 hours. Contact Parks & Recreation (719-687-5225) to advertise on City signs and properties.
7. The Applicant shall be on-site and immediately responsive to complaints received.
8. Food service shall comply with TCPHE requirements (719-687-6416).
9. Contact Finance (719-687-5214) for a "1-4 Day Event Business License" for sales tax, if needed.
10. The Applicant shall comply with the attached *Temporary Tent & Canopies Structure Checklist*.
11. Consider provision of at least one ADA compliant portable toilet on-site.

I, Amy Fuller, have reviewed and agree to the conditions of this Special Event TUP.



Amy Fuller, Event Coordinator

08/23/2023

Date



Karen Schminke, AICP, Planning Director

8/21/23

Date

FW: TUP for Friz-zen

Karen Schminke <kschminke@city-woodlandpark.org>

Wed 6/5/2024 12:25 PM

To: Grant Ahtye <gahtye@city-woodlandpark.org>

Grant,

Please add to the TUP file.

Karen L. Schminke, AICP

Planning Director

City of Woodland Park

O 719-687-5283

-----Original Message-----

From: Iglauth <Iglauth@aol.com>

Sent: Wednesday, June 5, 2024 8:13 AM

To: Karen Schminke <kschminke@city-woodlandpark.org>

Subject: TUP for Friz-zen

[EXTERNAL]

Hi Karen.....

I understand this TUP might be coming back to the city for review & approval again this year. My home is located at 472 Lucky Lady Drive. I am south of this disc golf tournament located on the golf course property.

I have observed this 3 day event grow over the last 5 years..... last year August 25-26-27 was nothing short of rude. In addition to the increased traffic the noise from the bands is outside an acceptable timeframe.

Band(s) play into the early morning (2am) each night. So much for peaceful enjoyment of my little peace of heaven. The amps are so loud it sounds like it's in my front yard.

I am requesting a review/Re-evaluation of this TUP and either enforce the 11pm end of "music" or deny the TUP. I have encouraged other neighbors to send letters as well. I find many folks don't want to make waves and opt to not notify you.

You need to know this is super loud and disruptive & disrespectful to those of us that call this place home in addition to playing too long into the night.

Perhaps this event has outgrown this location?? Thanks for reconsidering this TUP.

Warm regards

Laurie Glauth

Sent from my iPhone

FW: Frizzen Disc Golf Tournament

Karen Schminke <kschminke@city-woodlandpark.org>

Wed 6/5/2024 12:24 PM

To: Grant Ahtye <gahtye@city-woodlandpark.org>

Grant,
Please add to file.

Karen L. Schminke, AICP

Planning Director

City of Woodland Park

O 719-687-5283



From: Eric Simonson <Eric@rampartls.com>

Sent: Tuesday, June 4, 2024 9:05 PM

To: Karen Schminke <kschminke@city-woodlandpark.org>

Subject: Frizzen Disc Golf Tournament

[EXTERNAL]

Karen,

My name is Eric Simonson and live at 27662 N. Hwy 67, Woodland Park, also known as Tribble B Road. I would like to express my displeasure with the Frizzen Disc Golf Tournament at the Shining Mountain Golf Course in Woodland Park. Every year this event seems to get louder and lasts later into the night, well after the 11:00 P.M. time to stop the loud music. We live here to enjoy the quiet nights and have the windows open and spend time outside on our deck. When outside you can hear every word of whatever they are singing or yelling through their P.A. system way past 11:00 o'clock.

I hope this complaint can be considered when they apply to come back to Woodland Park for their event. It would be nice if they could be more considerate of the people that live here.

Thank you,
Sincerely,
Eric Simonson



STAFF REPORT

TO: Mayor Case and City Council
FROM: Cindy Keating, Parks and Recreation Director
DATE: August 1, 2024
SUBJECT: Approval of a special event wine festival liquor license for Mountain Artists (QJ)
Presenter, Parks and Recreation Director, City Keating

BACKGROUND:

CITY OF WOODLAND PARK Liquor License Summary

Note: Liquor License forms contain a mixture of confidential and public information. In an effort to protect the confidentiality of items such as Social Security Numbers, Drivers License numbers, and dates of birth, liquor application forms will no longer be available to the public. This summary is intended to give Council and citizens the public content of the issue at hand.

=====

Type of Action Requested: Grant a Special Event Liquor License for the 2024 Mountain Arts Festival.

Applicant: Nancy Stannard with Mountain Artists dba 2024 Mountain Arts Festival.

Application details:

- Applicant is Nancy Stannard on behalf of the Mountain Artists.
- The Organization is a non-profit organization with a current Colorado Sales Tax number.

Event Details:

- 2024 Mountain Arts Festival will be held at the Memorial Park on Saturday, August 10, 2024 from 10:00am – 3:00 pm.

Factual Findings:

- The application was submitted on July 17, 2024.
- Subject property was posted on July 22, 2024 as required by law.
- Character of the applicant is not an issue for this hearing.

Circumstances of Events:

This year the Mountains Arts Festival will include a wine tasting section during the arts festival. This is the first year the Mountains Arts Festival is applying for a Special Event Liquor License.

Recommended Action:

Grant a Special Event Liquor License for the 2024 Mountain Arts Festival.

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor Case and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: August 1, 2024

SUBJECT: Consider approving a Subdivision Development Agreement between Tava House Properties, LLC and the City of Woodland Park, to authorize the installation of public improvements and other construction and improvements associated with the Woodland Station Subdivision, Filing No. 2. (A) (Presenter, Planning Director Karen Schminke, AICP)

BACKGROUND: Attached for Council consideration is the proposed Subdivision Development Agreement (SDA) for the Tava House project at Woodland Station. As proposed, and with approved construction drawings and permits, this document will allow Tava to concurrently:

- complete the entitlement process (finalize the preliminary plat and site plat documents, then complete the Final Plat process and have that document recorded);
- construct the infrastructure for the development;
- construct the building on Lot 1 of Woodland Station Subdivision, Filing No. 2;
- allow extended hours for construction (6 AM – 10 PM) through May 31, 2025; and
- Tava will work directly with CDOT regarding the timing and escrow of CDOT improvements as these are controlled by and handled through CDOT.

Regarding the Exhibits for this SDA:

- Exhibit A, legal description of the affected land parcels, is complete and a copy attached.
- Exhibit B, quantities and cost estimates for construction of improvements, is still in final reviews.
- Exhibit C, approved construction drawings for public improvements, is still in final reviews.
- Exhibit D, letters from adjacent property owner, Beer Garden Lane Development, LLC, acknowledging future conveyance of a 15' strip of land for public infrastructure developed with Tava House Properties Phase I, and consent for construction of public infrastructure on this land in accordance with this SDA. This item is still being finalized.

RECOMMENDATION: Move to approve the Subdivision Development Agreement between Tava House Properties, LLC and the City of Woodland Park, which will authorize the installation of public

improvements and other construction and improvements associated with the Woodland Station Subdivision, Filing No. 2. subject to Staff approval of Exhibits B, C, and D to the agreement.

- ATTACHMENTS:**
1. 2024-07-25 - Tava SDA (clean for 8.1.24 CC mtg)
 2. Tava SDA Exhibit A - Complete

**CITY OF WOODLAND PARK
SUBDIVISION DEVELOPMENT IMPROVEMENTS AGREEMENT
(Woodland Station)**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between **Tava House Properties, LLC**, whose address is 45 Leisure Lane, Woodland Park, CO 80863 (the "Owner"), and the **City of Woodland Park**, a municipal corporation of the State of Colorado, whose address is 220 W South Avenue, P.O. Box 9007, Woodland Park, Colorado 80866 ("Woodland Park" or "City"), each a "Party," and together the "Parties."

WITNESSETH:

WHEREAS, Owner is the owner of certain real property which is subject to this agreement located within the City of Woodland Park, County of Teller, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Owner, the City and the Woodland Park Downtown Development Authority executed the "Woodland Station Development Agreement," recorded onto the property with the Teller County Clerk and Recorder on May 1, 2023 with a recordation number of 758477; and

WHEREAS, pursuant to said "Woodland Station Development Agreement," Owner has submitted a preliminary plat application to the City for approval to begin development of said Property, known as the Woodland Station development (the "Project"); and

WHEREAS, the Owner and the City desire to provide for the orderly development of the Project at the Property and provide for all matters required by the Subdivision regulations, Engineering Specifications, Zoning Code and all other applicable ordinances of the City; and

WHEREAS, Section 10 of the "Woodland Station Development Agreement" also reiterates the requirement for this subdivision development improvement agreement;

WHEREAS, as a condition of approval of the Project certain Public Improvements (sometimes referred to as "Improvements") and certain private Improvements must be completed as more fully set forth on **Exhibits B and C**, and the Engineering Plans attached hereto; and

WHEREAS, the City and Owner recognize the need for Public Improvements and exactions, and agree that said Public Improvements and exactions are reasonable, within the authority of each to perform and roughly proportional to the impact and need created by the Project; and

WHEREAS, the City and Owner desire to evidence their equitable agreement defining various terms concerning the construction and installation of such facilities; and

WHEREAS, the Owner is requesting to begin construction of their building prior to completing the installation of Public Improvements and finalizing development entitlements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Legal Description. This Agreement pertains to Public Improvements to be constructed for the property legally described in **Exhibit A** attached hereto.

2. Exhibits and Inclusions. This Agreement includes the following **Exhibits** which are attached hereto and incorporated herein by this reference:

- **Exhibit A:** Legal Description of the Project
- **Exhibit B:** Improvements Quantities and Cost Estimates (including both Public Improvements and private improvements)
- **Exhibit C:** Approved Engineering Plans and Construction Documents, showing location of site improvements, including both Public Improvements and private Improvements, as set forth in the Engineering Plans ("Engineering Plans") approved by the City of Woodland Park, dated _____, and included as a part of this Agreement.
- **Exhibit D:** Letter from Arden Weatherford, member, Beer Garden Lane Development, LLC, entitled "Dedication of Right-of-Way to City of Woodland Park for public infrastructure developed with Tava House Properties Phase I"

3. Public Improvements. It is intent of this Agreement to provide for construction of the Public and private Improvements described in **Exhibits B and C**, and the Engineering Plans. Public Improvements include the infrastructure to provide electricity, natural gas, and communication utilities to this project. It is understood by the Parties that the descriptions of Improvements contained herein are general in nature, and that reasonable modifications of the scope, nature, costs, and similar aspects of such Improvements may be necessary to secure approval of the final design of such Improvements.

- a. The quantities and locations of the Improvements are based on information that was available at the time of development approval for the Project. Additional Public Improvements may be required upon submittal of a building permit application or as conditions change in the field. At that time, the Owner shall be responsible for submitting revisions to its final plans as approved by Woodland Park. The actual quantities and locations of the Public Improvements will be determined by Woodland Park based on the approved plans.
- b. Before beginning any construction of any Improvements, the Owner shall submit final construction plans for all such Improvements. The Owner agrees that construction of said Improvements shall conform to the requirements of the approved plans and permits. Owner shall be permitted to commence grading work, upon and pursuant to the parameters of a duly issued and approved grading permit from the City.
- c. Construction of an eastbound turn lane off Highway 24 onto Center Street will require the existing City sidewalk adjacent to the highway to be relocated into land that is part of Bergstrom Park. The Owner will compensate the City for the loss of this approximately 1,300 square feet of park land. Disposal of such undeveloped park land shall ultimately follow the process within Woodland Park Charter section 15.2(b). Payment amount due will be assessed based on actual land area impacted by the infrastructure encroachment into the Bergstrom Park parcel, and upon the determination of City Council after the public hearing held pursuant to the City Charter. Owner shall be responsible for all construction costs to relocate the existing sidewalk and eastbound turn lane construction.

4. Drainage Improvements. The Owner has submitted a GRADING DRAINAGE PLAN, prepared by _____ dated _____ for drainage Public Improvements to City. The Owner shall install and pay for all drainage Improvements described in a drainage study submitted by the Owner and approved by Woodland Park. No application to undertake construction in a public right-of-way or public easement shall be submitted or approved until the final drainage report and construction plans have been approved by Woodland Park.

5. Rights-of-Way and Easements.

- a. It is the intent of the Parties by this Agreement to provide for all necessary rights-of-way and easements in conjunction with the installation of the Public Improvements required by Woodland Park. The Owner agrees to dedicate said rights-of-way and easements on or before recording of the final plat or equivalent final approval for the Project.
- b. Additionally, any final plat approval granted by City Council shall include a condition that the fifteen foot (15') wide stretch of property located at Parcel ID 6329.241000120 (commonly known as the old AmeriGas site), owned by Beer Garden Lane Development, LLC ("BGLD"), and designated as the cross hatched area in the attached **Exhibit D**, shall be conveyed to Owner prior to the recording of the Woodland Station Filing No. 2 Subdivision Plat and the reception number for this conveyance on said plat. Recording the conveyance of this property shall occur at least a couple days prior to the Woodland Station Filing No. 2 Subdivision Plat to have the recording Reception Number included on the plat document. The Woodland Station Filing No. 2 Subdivision Plat shall clearly show all land area being dedicated as right-of-way. Woodland Park Municipal Code Section 17.24.090(A)(8) outlines requirements for a title commitment and subsequent title insurance for the lands (including rights-of-way) that are being dedicated to the City. Additional Woodland Park Municipal Code sections that address right-of-way dedications are 17.36.010 and 17.36.180.
- c. Owner shall install infrastructure on the eastern fifteen (15) feet of Lot 2, Vectra Bank Subdivision, and City will grant permission for Owner's installation of such infrastructure on this portion of the lot owned by the City. Ordinance 1252, Series 2015 establishes the City's intended use of this property for public improvements, acknowledging that this property is "part of the future Woodland Station development." Ordinance 1252 further states that the "City desires to construct and install or cause to be constructed and installed various facilities and improvements in order to provide public transportation, public parking and public utilities through Woodland Station, including but not limited to parking, street, curb, gutter, drainage, water, sanitary sewer, power, cable and telephone."

6. Street Name Signs. All public street name signs, traffic signs and streetlights shall be supplied at the Owner's expense. All signs shall conform to Woodland Park's requirements. The Owner shall install the signs at locations directed by Woodland Park at no cost to Woodland Park. Once installed by Owner, and after final acceptance of the applicable infrastructure by the Woodland Park Public Works Director, such street name signs, traffic signs and streetlights will be the property of Woodland Park and Woodland Park shall maintain, repair and replace the same.

7. Owner's Costs. Except as otherwise expressly provided in this Agreement, Owner agrees to provide and pay for all labor, materials, tools, supplies, equipment, water, light, power, transportation, services and all other facilities and things necessary for the execution and satisfactory completion of the Improvements described herein in accordance with the plans, drawings and specifications for such Improvements as approved by Woodland Park. The costs for which Owner shall be responsible shall also include the Project utilities study, grading drainage plan, or report, survey, preliminary design, final design, construction, construction inspection, performance guarantee, and the preparation of as-built drawings and reasonable administrative and legal expenses attributable to the Improvements to be constructed.

- a. For purposes of this Agreement, the term "Improvements" shall include all Improvements set forth in **Exhibits B and C**, and the Engineering Plans, and as shown or referenced on the final plat or other applicable final development approval document.

8. Completion. Except as otherwise expressly provided in this Agreement, all Improvements shall be completed in accordance with the plans, drawings, and specifications, as approved by Woodland Park for initial acceptance per Woodland Park Engineering Specifications Section 1.3.7.2, before any unit may be approved for occupancy or any lot may be sold. Owner agrees to pave all interior streets and off-street parking, public rights-of-way, and where applicable, pedestrian pathways, in conformity with the applicable final development approval and the time limits set forth in this Agreement. All Improvements shall be designed and constructed as set forth in this Agreement, in compliance with the ordinances, rules and regulations of Woodland Park and in compliance with applicable state and federal law. All Improvements shall be completed within two (2) years after final Project approval by Woodland Park, unless the Project is specifically approved as a phased project. Extension of time for completion of Improvements may be granted by Woodland Park in writing for good cause shown. "Good cause" shall be determined by Woodland Park, in its reasonable discretion. "Good cause" shall include events beyond the delayed party's reasonable control, such as: acts of God; war; terrorism; labor disputes; strikes; widespread infectious disease creating a state of emergency as designated by the Federal Government or State of Colorado; severe earthquakes, fires or floods; any written order, directive, restriction, regulation, interpretation or determination made by a governmental entity having jurisdiction. "Good cause" shall not include financial inability to perform.

9. Plans and Drawings. Unless waived by the City, Owner will furnish the City, free of charge, Three copies of the "as-built" plans (and required additional items per City Woodland Park Engineering Specifications 1.3.7.2) prior to request for initial acceptance for review. Once approved by the City one (1) complete set of full-size Mylar plans and two (2) sets of blue lines or photocopies shall be submitted. Information for "as-builts" shall also be submitted in electronic file format (e.g. ArcView shapefile, DXF file or DWG file with a description of the geographic coordinate system). As-builts shall conform to City of Woodland Park Engineering Specifications 1.3.6.2. The plans, drawings, and legal descriptions shall be prepared and certified by a qualified engineer in accordance with the requirements of Woodland Park and prior to Woodland Park's accepting the Improvements. If needed due to revisions, an amended final plat showing all Improvements as existing shall be submitted within three (3) months of completion of the "as built" drawings of the Improvements. The information required by this Paragraph shall be submitted in digital form acceptable to the City.

10. Materials and Workmanship. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by the City), Owner shall furnish Woodland Park for its approval the name of the manufacturer of equipment and materials which it contemplates incorporating in the work. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by Woodland Park. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used without Woodland Park's approval shall be at the risk of subsequent rejection.

11. Permits and Easements. Owner shall furnish all land boundary surveys. Permits, licenses and rights-of-way of a temporary nature necessary for the construction of Improvements shall be secured and paid for by Owner. Permits, licenses and easements of a permanent nature shall also be secured and paid for by Owner.

12. Protection. Owner, at its expense, shall continuously maintain adequate protection of all Improvements and adjacent properties from damage prior to acceptance by Woodland Park and shall protect Woodland Park's property from injury and loss arising in connection with this Agreement. Owner shall make good any such damage, injury or loss except such as may be caused directly by authorized agents or employees of Woodland Park. Owner shall adequately protect adjacent properties and shall

provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

13. Indemnification and Insurance.

- a. **Indemnification by Contractors.** Any contractor employed by the Owner who performs work within rights-of-way or easements dedicated to the City or within other property owned by the City shall indemnify and hold harmless the City of Woodland Park, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Owner within City rights-of-way, easements or other property, if such part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, including legal assistant's fees whether or not any such liability, claims, or demands alleges are groundless, false, or fraudulent.
- b. **Insurance Required.** Any contractor employed by the Owner to perform work within rights-of-way or easements dedicated to the City or within any other property owned by the City, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands or other obligations to be assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- c. **Nature and Amounts of Insurance.** Any contractor employed by the Owner to perform work within rights-of-way and easements dedicated to the City or other property owned by the City shall procure and maintain and shall cause any subcontractor or such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - i. Workers Compensation Insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
 - ii. General Liability Insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

- iii. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of the contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the City's rights-of-way, easements and other property. The policy shall contain a severability of interests provision.
- d. The policies required by this Agreement shall be endorsed to include the City of Woodland Park and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess any not contributory insurance to that provided by the Owner's contractors. No additional insured endorsement to the General Liability Insurance policy required herein shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.
- e. Upon request by the City, the Owner shall provide the City with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
- f. Indemnification by Owner. In addition to the indemnification required by the foregoing, the Owner hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding City officers, agents or employees, in connection with, or on account of the performance of work within the Project and elsewhere by such parties, or their agents, contractors or employees pursuant to this Agreement and on behalf of and/or at the Owner's request. The Owner further agrees to aid and defend the City in the event that the City is named as a defendant in any action concerning the performance of work by the Owner, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Owner. The Owner shall not be considered an agent or employee of the City for any purpose.
- g. Governmental Immunity. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-1-101, *et. Seq.*, C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

14. Work Specifications. All work done under this Agreement shall be done to the lines, grades, and elevations shown on the plans, drawings and specifications approved by Woodland Park. Owner shall keep Woodland Park informed, a reasonable time in advance, of the times and places at which it wishes to undertake construction, in order that lines and grades may be furnished and necessary measurements for record may be made with a minimum of inconvenience to Woodland Park and of delay to Owner. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points located, established, or checked by Woodland Park, may be ordered removed and replaced at Owner's cost and expense. All stakes, benchmarks, and other survey points shall be preserved by Owner. In case of their destruction by Owner or its employees, they will be replaced at Owner's expense.

15. Inspections. The Public Works Director of Woodland Park ("Director") shall be designated by Woodland Park to exercise authority on its behalf under this Agreement and to see that this Agreement is performed according to its terms. Work under this Agreement may, without cost or claim against Woodland Park, be suspended by the Director for Good Cause.

- a. The Director shall, within a reasonable time after their presentation to him/her, make decisions in writing on all claims of Owner and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement, the plan, drawings and specifications. All such decisions of the Director shall be final.
- b. The Director shall make all determinations of amounts and quantities of work performed hereunder. To assist in this work, Owner shall make available for inspection any records kept by Owner.
- c. The Director and his authorized representatives shall have free access to the work at all times, and Owner shall furnish them with facilities for ascertaining whether the work being performed, or the work which has been completed, is in accordance with the requirements of the Agreement.
- d. The Director will make periodic observations of construction (sometimes commonly referred to as "supervision"). The purpose of these observations and construction checking is to determine the progress of the work and to see if the work is being performed in accordance with the plans, drawings and specifications. He/She will in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. Inspections may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. The Director will not be authorized to alter the provisions of this Agreement or any specifications or to act as foreman for Owner. The Director will have authority to reject defective material and to suspend any work that is being done not in compliance with applicable plans and City standards and engineering specifications, subject to the final decision of Woodland Park.
- f. Prior to commencement of construction, Owner shall designate a representative with authority to speak for Owner with whom City's Director shall communicate on matters provided for in this Paragraph.
- g. Owner agrees to pay to Woodland Park a reasonable fee for the examination of plans and the interim and final on-site inspections of the work, not to exceed the reasonable fees normally charged in Woodland Park for similar examinations and inspections.

16. Quality of Work. If substandard material, not conforming to the requirements of the plans, drawings and specifications as approved by Woodland Park, has been delivered to the Project, or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced as directed by the Director at the expense of Owner.

- a. All materials shall be subject to examination and testing at any time during manufacture. The right is reserved to reject defective materials during manufacture or before they have been incorporated into the work. If Owner fails to replace rejected materials, Woodland Park may replace them or correct defective work and charge the cost thereof to Owner. Any failure to

earlier detect defective material or workmanship shall not impair Woodland Park's right to a finally completed project.

- b. If the specifications, the Director's instructions or laws of any public authority require any work to be specially tested or approved, Owner shall give the Director timely notice of its readiness for inspection, and if the inspection is by another authority than the Director, provide the date fixed for such inspection. Inspections by the Director shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Director, it must, if required by the Director, be uncovered for examination at Owner's expense.
- c. Reexamination of questioned work or materials may be ordered by the Director and, if so ordered, the work or materials must be uncovered by Owner. If such work or materials be found in accordance with this Agreement and the plans, drawings and specifications as approved by Woodland Park, Woodland Park shall pay the cost of reexamination, replacement and restoration of the site. If such work or materials be found not in accordance with this Agreement and the plans, drawings and specifications as approved by Woodland Park, Owner shall pay such cost.
- d. The Director may order Owner to suspend work that may be damaged or endangered by climatic conditions. When adverse climatic conditions are unusual and extensive, an extension of time may be granted Owner by the Director.

17. Completion. When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify Woodland Park that all work under the Agreement has been completed, and Woodland Park will, within ten (10) business days after such notice, weather permitting, make the final inspection.

18. Water and Sewer. Owner shall pay all costs and expenses for construction of the water distribution and sewer collection systems installed to serve the Project. These costs shall include the utilities study, survey, preliminary design, final design, construction, construction inspection, and the preparation of as-built drawings and reasonable administrative and legal expenses attributable to the water and sewer Improvements to be constructed.

19. Dedication. Owner shall dedicate all parks, open space, streets, and easements as required by the Woodland Park Municipal Code.

20. Concurrent Construction, Noise Restrictions and Occupancy. To accommodate the Owner's schedule the following modifications are permitted for this project:

- a. Prior to the execution of this SDA, Owner shall be permitted to commence grading work upon and pursuant to the parameters of a duly issued and approved grading permit from the City. Pursuant to Woodland Park Municipal Code section 18.40.180 – Security required, a separate financial guarantee must be provided for that grading permit.
- b. With an approved building permit from Pikes Peak Regional Building Department, the Owner is authorized to begin construction of the building on Lot 1 concurrently with the construction of the Public Improvements authorized in this agreement.
- c. The following are required before a Certificate of Occupancy for said building on Lot 1 will be issued:

- i. The final plat must be recorded; and
 - ii. Consistent with Section 8 of this Agreement and Section 1.3.7.2 of the Woodland Park Engineering Specifications, all Improvements must have received initial acceptance. As it relates to Improvements located on Lot 1 or that are necessary for access to Lot 1 from adjacent public rights-of-way that are under the Colorado Department of Transportation (CDOT) jurisdiction, the City will not issue a Certificate of Occupancy (CO) until an approved access permit is issued by the CDOT and conditions of that permit which are related to the CO are met.
- d. Noise prohibitions as outlined in Section 9.41 of the Municipal Code are hereby modified to accommodate construction as follows: construction noise is permitted from 6:00 AM to 10:00 PM, seven days per week, beginning with the date of this agreement and ending on May 31, 2025, unless otherwise extended by the City Manager.

21. Warranty and Guarantee. Owner hereby warrants and guarantees to Woodland Park that the Improvements will be free of all defects in design, materials and construction, and will remain serviceable for the period of time as designated and required within the City of Woodland Park Engineering Specifications, 1.3.7.2, which states that a “one (1) year warranty period shall commence on the date of Initial Acceptance. A two (2) year or extended warranty period may be necessary as determined by the City Engineer or appointed representative especially as it relates to drainage facilities, revegetation and erosion control, or when construction failures have occurred during the one (1) year warranty period.”

- a. Owner warrants that upon acceptance of the Improvements by Woodland Park title to all work performed and materials and equipment furnished will pass to City free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed and materials and equipment furnished are new; of good quality; free from all faults and defects not inherent to the quality required; in compliance with the Engineering Specifications unless otherwise specified; and were undamaged when installed. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective.
- c. If, within the applicable timeframe after the date of acceptance of the Improvements by Woodland Park, any work, materials or equipment is found to be defective or deficient Owner shall, without cost to City and in accordance with City's written instructions, correct it promptly after receipt of a written notice from City.
- d. The applicable warranty and guarantee period shall be extended for work first performed and materials and equipment furnished after acceptance of the affected Improvements by the City including any remedial effort performed within the stated warranty and guarantee period. The warranty and guarantee period shall be two years after the date of performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty and guarantee beyond the initial period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has failed to respond in a timely manner, then without prior written notice to Owner or prejudice to any other rights or remedies, City may act immediately to prevent threatened damage, injury or loss. In addition, if Owner fails to

promptly correct any defect or deficiency where notice has been given to Owner, City may undertake the necessary remedial effort. In either event Owner shall promptly reimburse City for all costs. Nothing contained herein shall impose any duty upon City to act for Owner in an emergency.

- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by City. The establishment of all warranty and guarantee periods relate solely to Owner's obligation to correct the Work and shall not be construed to create a period of limitation for commencement of any legal proceedings.

22. Cost Estimate. In order to secure the construction and installation of the Improvements, Owner shall estimate the construction costs of Improvements to be installed, which shall be approved by the City Engineer or appointed representative. The purpose of said cost estimates is for determining the amount of security, and may be revised from time to time to reflect actual costs and where approved by the City. Owner agrees to pay the actual costs of the Improvements.

23. Security and Improvement Guarantee. Prior to commencing construction as authorized by this agreement, Owner shall furnish to the City adequate cash, performance bonds, irrevocable letters of credit, or other security which bonds, letters of credit or other security shall be furnished, in a form acceptable to the City, in an amount equal to one hundred fifty percent (150%) of the construction cost of all Improvements (including landscaping such as trees and vegetation within the right-of-ways, public improvement easements and parking areas) estimated by the Owner and approved by the Engineer or appointed representative. Owner shall obtain, place and keep current with the City such security and improvement guarantee for the purpose of guaranteeing to the City the installation, interim maintenance and final acceptance of all improvements in accordance with this Agreement, the Subdivision Regulations, Engineering Specifications, Zoning Code, and all other applicable ordinances of the City. Such security and improvement guarantee requirements are more fully set forth in Chapter 17.28 of the Woodland Park Municipal Code, as well as Section 10 of the "Woodland Station Development Agreement."

- a. From time to time, as work to be performed and improvements to be installed/constructed progresses, the Owner may request in writing that the City inspect such work and improvements as are completed and that corresponding reductions of the collateral be granted. When the City is satisfied that such work and improvements as are specified by the Owner have been completed in accordance with the terms hereof, the City Engineer or appointed representative will submit his statement that he has no objection to the partial reduction of so much of the above specified collateral as is necessary to pay the cost of the work performed and improvements installed/constructed pursuant to this Agreement. In no event shall the amount of any collateral which remains subsequent to any request and approval of a partial release be less than one hundred fifty percent (150 percent) of the established construction cost of the required public improvements for which no release has been made. Also in the event partial releases have been requested and approved, the City and the Owner agree that upon satisfactory completion of all required public improvements, all remaining collateral shall be released by the City to the Owner.
- b. In order to obtain any releases of the collateral, the Owner shall be required to submit to the City satisfactory documentation confirming proof of payment for contractor services, materials, professional services and other expenditures related to the installation/construction of the applicable public improvements.

- b. For purposes of this Agreement and financial security for the performance of Improvements, the term "Owner" shall include Owner, its agents and employees, including any contractor or subcontractor employed or engaged by Owner, or any agent or employee of Owner for the purposes of designing or constructing any Owner Improvement.

24. Reserved.

25. CDOT Required Improvements. Any and all improvements required by the Colorado Department of Transportation (CDOT) to be constructed by the Owner to Hwy 24 shall be governed and controlled by those agreement(s) between the Owner and CDOT. This includes, but is not limited to, any security or guarantee requirements and specifications, traffic studies, and design waivers. Additionally, the timing of constructing said improvements and of the process shall be determined by CDOT, not the City of Woodland Park. City will not interfere or obstruct Owner's requests for timing of construction of CDOT required improvements. The Parties acknowledge that CDOT's requirements and approvals may impact City approved plans, and may require additional amendments to City-approved construction documents and Engineering Plans, and additionally may impact the specifics in Section 3.c. of this Agreement.

26. Notice. When any faulty condition in the Improvements is found, Woodland Park shall serve notice to Owner and/or its surety or issuer of this condition. Upon receipt of said notice, Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to Woodland Park. The expiration date for the repaired or replaced work shall be the same as that for the warranty on the original work. In the event Owner fails to make such repairs or replacements, Woodland Park shall have the right to do so in the manner described in Chapter 17.28 of the Woodland Park Municipal Code and this Agreement. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

27. Acceptance of Improvements. Except as provided herein, Woodland Park shall not accept responsibility for maintenance of any Improvement until completion of such Improvement and final acceptance thereof by Woodland Park. Upon application by Owner for a Certificate of Completion, and provided all of the payments and other performances herein agreed to be made and performed by Owner have been made and completed, Woodland Park will issue said Certificate of Completion, and except for defects appearing within two years after the date of such Certificate, will thereby release Owner from all further liability hereunder as to such completed Improvements and all unused security provided by Owner shall be released. Upon issuance of said Certificate of Completion, all Improvements specified in such Certificate shall be deemed approved and accepted by Woodland Park, whereupon such specified Improvements shall be owned and maintained by Woodland Park.

28. Remedies.

- a. **Default; Notice; Termination.** In the event of any violation, default or breach by the Owner of an applicable covenant, term, conditions, or obligation under this Agreement, and if such default or breach continues after notice thereof and opportunity of a hearing, this Agreement may be forthwith terminated, at the option of the City. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly adopted by the City Council. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.
- b. **Legal Action.** The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the rights of specific performance. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees or the reasonable value of a salaried attorney's time.

- c. **Other Remedies Available to the City.** In the event the Owner fails to construct any public or other required on-site and off-site Improvements in accordance with the terms and conditions of this Agreement, following the issuance of the guarantee as set forth in this Agreement, the City may exercise any of the remedies set forth in this Agreement or in Chapter 17.28 of the Woodland Park Municipal Code. Alternatively, the City may assign the proceeds of the letter of credit, performance bond, or escrow funds to a subsequent developer or a lender who has acquired the Project by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete the unfinished improvements.
- d. In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Public Improvements, the City may revoke any or all certificates of occupancy relating to the development, may revoke the plat or other final development approval, and may refuse to further process any site development application for property owned, in whole or in part, by Owner.

29. Applicable Law. This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Woodland Park Municipal Code, Chapter 17 of the Woodland Park Municipal Code, and other applicable laws, rules and regulations. Where conflict exists between this Agreement and any other controlling laws, the more stringent provisions shall apply.

30. Severability. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the state of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

31. Complete Agreement. This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

32. Recording; Benefit. This Agreement shall be recorded with the Clerk and Recorder for Teller County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale of the property or portions thereof; provided however, that any successor, grantee or assignee of Owner shall be bound hereby, and this document shall have been recorded and serve as a covenant running with and burdening the land described in **Exhibit A**, as the burdened property, as an easement in gross for the benefit of the City of Woodland Park. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the property. Owner shall notify Woodland Park in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer.

33. Effective Date. The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Teller County, Colorado.

34. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

35. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

36. Authority. The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF WOODLAND PARK, a Colorado municipal corporation

By: _____, Mayor

ATTEST:

_____, City Clerk

[OWNER]

By: _____

Title: _____

State of)
) ss.
County of)

Acknowledged before me this _____ day of _____, 20____, by _____,
of _____.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

[SEAL]

EXHIBIT A
Legal Description

Street Address:

Record Title Owner and Address:

Tract, Lot or Parcel Legal Description:

EXHIBIT B
Quantities and Costs Estimate

[ATTACHED]

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Unit Total</u>
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EXHIBIT C
Improvements Location Map

(showing Public Improvements and private improvements)
[ATTACHED]

EXHIBIT D

**Letter from Arden Weatherford, member, Beer Garden Lane Development, LLC, entitled
“Dedication of Right-of-Way to City of Woodland Park for public infrastructure developed with
Tava House Properties Phase I**

[ATTACHED]

EXHIBIT A

Legal Description – Parcel A

A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. [632409](#) OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND SITUATED IN THE EAST ONE-HALF (E 1/2) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6, DEWELL ADDITION, AS RECORDED UNDER RECEPTION NO. 155456 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 1/2" REBAR (NO CAP), FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 24 (PER THE HUNT ADDITION MONUMENTATION), AS MONUMENTED BY A 7/8" O.D. IRON PIPE BEARS S85°45'53"W, A DISTANCE OF 1280.37 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S85°45'53"W ALONG THE NORTH LINE OF SAID BLOCK 6, A DISTANCE OF 621.35 FEET TO A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965";
THENCE N00°17'34"E, A DISTANCE OF 641.83 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT OF WAY, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842";
THENCE N83°29'30"E ALONG THE SOUTH LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT OF WAY, A DISTANCE OF 246.46 FEET TO THE NORTHWESTERLY CORNER OF CENTER STREET AS SHOWN ON THE PLAT OF WOODLAND STATION FILING NO. 1, AS RECORDED UNDER RECEPTION NO. [656444](#) OF SAID COUNTY RECORDS;
THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID WOODLAND STATION FILING NO. 1 THE FOLLOWING TWO (2) COURSES;
1.) THENCE S06°34'56"E, A DISTANCE OF 326.72 FEET;
2.) THENCE N83°30'09"E, A DISTANCE OF 338.17 FEET TO THE SOUTHEAST CORNER OF SAID WOODLAND STATION FILING NO. 1, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PARK STREET;
THENCE S00°19'53"W ALONG THAT LINE COMMON TO SAID TRACT AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.57 FEET TO THE POINT OF BEGINNING.

COUNTY OF TELLER, STATE OF COLORADO.

The above legal description as prepared by:
Eric Simonson, Colorado P.L.S. No. 38560
for and on behalf of Rampart Surveys, LLC
P.O. Box 5101
Woodland Park, CO 80866

LEGAL DESCRIPTION: - Parcel B

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 666589 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 666589, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED UNDER RECEPTION NO. 758489 OF SAID COUNTY RECORDS AND A POINT ON THE SOUTHERLY LINE OF THE COLORADO MIDLAND TERMINAL RIGHT-OF-WAY, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842" FROM WHICH THE SOUTHEAST CORNER OF SAID RECEPTION NO. 666589, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, VECTRA BANK SUBDIVISION, AS RECORDED UNDER RECEPTION NO. 621755 OF SAID COUNTY RECORDS, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF SAID RECEPTION NO. 758489, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965" BEARS S00°17'34"W, A DISTANCE OF 200.09 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S00°17'34"W ALONG THAT LINE COMMON TO SAID RECEPTION NO. 666589 AND SAID RECEPTION NO. 758489, A DISTANCE OF 200.09 FEET TO THE SOUTHEAST CORNER OF SAID RECEPTION NO. 666589, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 2;

THENCE S83°29'14"W ALONG THAT LINE COMMON TO SAID RECEPTION NO. 666589 AND SAID LOT 2 A DISTANCE OF 15.61 FEET;

THENCE N00°17'34"E, A DISTANCE OF 200.09 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID COLORADO MIDLAND TERMINAL RIGHT-OF-WAY;

THENCE N83°29'14"E ALONG THAT LINE COMMON TO SAID RECEPTION NO. 666589 AND SAID SOUTHERLY LINE, A DISTANCE OF 15.61 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,101 SQUARE FEET (0.07 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:
ERIC SIMONSON, COLORADO P.L.S. NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920



Parcel B - EXHIBIT

STATE HIGHWAY NO. 24 (MIDLAND AVENUE)

BLOCK 4,
BERGSTROM ADDITION
TO THE TOWN OF
WOODLAND PARK
REC. NO. 167325
LOT 1

LOT 1, WOODLAND STATION
FILING NO. 1
REC. NO. 656444

CENTER STREET
(50' R.O.W.)

CENTER STREET
(74.16' R.O.W.)

BLOCK 3, BERGSTROM ADDITION TO THE TOWN OF WOODLAND PARK
REC. NO. 167325
BOOK 637
PAGE 254
REC. NO. 401480

PINE STREET
(50' R.O.W.)

PARCEL 1
REC. NO. 666589

BLOCK 2, BERGSTROM ADDITION TO THE TOWN OF WOODLAND PARK
REC. NO. 167325

SOUTHERLY LINE OF COLORADO
MIDLAND TERMINAL R.O.W.

PORTION OF
PARCEL 2
3,101 S.F.
(0.07 AC±)

PARCEL 2
REC. NO. 666589

LOT 1
VECTRA BANK SUBDIVISION
REC. NO. 621755

LOT 2
VECTRA BANK SUBDIVISION
REC. NO. 621755

UNPLATTED
REC. NO. 758489

500°17'34" W 200.09'
N00°17'34" E 200.09'
S83°29'14" W 15.61'
N83°29'14" E 15.61'

BASIS OF BEARINGS

P.O.B.



SCALE: 1" = 80'

JOB NO.: 22584

MARCH 21, 2024

LEGEND:

- FOUND REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965"
- ⊕ FOUND REBAR AND YELLOW CAP STAMPED "WALKER PLS 6842"
- FOUND 5/8" REBAR (NO CAP)

RAMPART
SURVEYS

P.O. Box 5101
Woodland Park, CO. 80866
(719) 687-0920