



City of Woodland Park

City Council

September 5, 2024 at 6:30 PM

AGENDA

5:30 PM - Worksession/Presentation from Logan Simpson on Meadow Wood Sports Complex Master Plan.

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Cruise Above the Clouds Presentation (A)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the July 18 and August 1, 2024 Regular City Council Meeting Minutes.
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. Approval of Ordinance No. 1483, Series 2024, on initial posting, an Ordinance Amending Title 8 of the Woodland Park Municipal Code by adopting a new chapter 8.16 regarding off-street parking and loading area maintenance and set the Public Hearing for September 19, 2024. (L)
9. **PUBLIC HEARINGS**

(Public comment may be heard)

 - A. CUP/SPR Extension of Fred's Towing Conditional Use Permit and Site Plan (File #A24-0069): A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for a 2-year extension of the CUP and SPR approval for a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone. (QJ) (Presenter CJ Gates, Senior Planner)
 - B. Approval of Ordinance No. 1480, Series 2024, an Ordinance of the City Council of the City of Woodland Park, Colorado, Submitting a Ballot Question to the Electors of the City asking whether the 1.09% Sales Tax Adopted by City Voters in 2016 to Benefit the School District Ought to be Repealed. (L)
(Presenter City Attorney Wilson)

- C. Approval of Ordinance No. 1481, Series 2024, an Ordinance of the City Council of the City of Woodland Park pertaining to firearms on City Property. (L) (Presenter City Attorney Wilson)
- D. Approval of Ordinance No. 1482, Series 2024, amending Title 13 of the Municipal Code concerning Utilities to adopt a new code, Section 13.08.110 regarding financial relief for unexplained high water meter readings. (A) (Presenter Utilities Director Wiley)

10. NEW BUSINESS

(Public comment may be heard)

- A. Agreement between RME Ltd, LLL dba Elite Surface Infrastructure and the City of Woodland Park in the amount of \$1,277,149 for MMOF Sidewalk, ped ramp, and trail reconstruction. (A) (Presenter Ben Schmitt, Director of Public Works)

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



City of Woodland Park

City Council

July 18, 2024 at 6:30 PM

AGENDA

1. CALL TO ORDER AND ROLL CALL

Mayor Case called the Council Meeting to order at 6:30 PM with the following members of Council present: Mayor Case, Mayor Pro-tem Nakai, Councilmember Baldwin, Councilmember Geer, Councilmember Harvey, Councilmember Jones and Councilmember Smith.

The following Staff members were in attendance: City Manager Vassalotti, Deputy City Manager/City Clerk Leclercq, City Attorney Wilson, IT Technician Barnes, Parks & Recreation Director Keating, Planning Director Schminke, Sports Coordinator Moody, Program Coordinator Navaratne, Aquatic Center Manager Warner, Assistant Aquatic Manager Lang.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Proclamation of the City of Woodland Park declaring July Parks and Recreation Month. (A)
(Presenter, Parks and Recreation Director Keating)

Mayor Case read the proclamation into the record proclaiming July as Parks and Recreation Month. Case presented Director Keating and her staff with the proclamation.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

None.

5. CONSENT CALENDAR – Geer made motion to approve all consent calendar all items as is. Geer/Smith. Motion carried 7-0. I also did the three items individually.

- A. Approval of the June 27, 2024, City Council Meeting Minutes. (A)
Motion: to approve the regularly schedule City Council meeting minutes for June 27, 2024. Geer/Smith Motion carried 7-0.
- B. Approval of the May 2024 Statement of Expenditures and authorize the Mayor to sign warrants in payment thereof.
Motion: to approve the May 2024 Statement of Expenditures and authorize the Mayor to sign warrants in payment thereof. Geer/Smith. Motion carried 7-0.
- C. Approval of the June 2024 Statement of Expenditures and authorize the Mayor to sign warrants in payment thereof.
Motion: to approve the June 2024 Statement of Expenditures and authorize the Mayor to sign warrants in payment thereof. Geer/Smith. Motion carried 7-0.

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)

Mike Demuth presented the City Council with thank you letters for their support and participation in the festivities at Memorial Park for the Fourth of July.

Gerry Penland spoke regarding water availability being key to Woodland Park's future. Penland asked City Council if their vision of the future of the City include all the new developments, buildings, and infrastructure being planned in Woodland Park. Penland requested a work session to allow public comment.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Approval of Ordinance No. 1471, Series 2024, an Ordinance of the City Council of Woodland Park, Colorado, Reducing the City Sales Tax by 1.09%, Effective January 1, 2025. (A) **(Continued from the March 7, 2024, City Council Meeting.)**
(Presenter, City Manager Vassalotti)

City Manager Vassalotti presented three options of managing the School District 1.09% sales tax fund to City Council. Option 1 - the School Board would set up an accounting ledger like the City's Streets/410 fund. Option 2 – Reimbursement administered to the City. Option 2 – Oversight and reimbursement from Independent Board. City Council discussed their preferences.

Woodland Park School Board President Mick Bates spoke about his concern with putting another layer of accountability, and reminded the Council the original IGA requires reporting annually. Bates stated the School Board is in the process of hiring a CFO, so no one in the administration has seen what is being asked for. Bates asked to kill Ordinance No. 1471, Series 2024 tonight.

Mayor Case opened the public hearing.

Donald Hoying stated his concern about the American Birthright curriculum at the Woodland Park schools. He suggested sales tax money be withheld until the American Birthright curriculum is abolished by the school system.

Suzanne McDonough called for a forensic investigation into the School Board's expenditures.

Mike Demuth stated there are audits and accountably run by the school district already. Demuth believes there are a lot of lies on Facebook that contribute to the public's misunderstanding and there is no money missing.

Gwen Pekron stated she appreciates Council's willingness to collaborate with the School Board in finding a joint solution for an accountability presentation. Pekron stated whatever Council chooses for the School Board's sales tax management, Pekron would like to see the same process for other special sales tax funding, including the 1% road sales tax, the .5% ambulance services, or the library's funding. Pekron asked the Council to consider the variables in education accounting and summarized what those could be.

Nichole Waggoner stated she is in agreement with Council that there should be oversight and transparency with the sales tax funds, but not in favor of the removal of the sales tax.

Victor Lebario thanked the Council for not repealing the sale tax but stated he was confused with the requirements put forth. Lebario summarized his understanding of the events that happened over the past year between Council and the School Board.

Tony Perry thanked City Manager Vassalotti for presenting the three options for the sales tax accountability, and stated Option 1 is the best. Perry reminded the Council in the early 2000s the School District accountant embezzled due to no internal controls. Perry stated he disagreed with Mr. Bates that monthly accounting reports are an onerous burden but would agree to quarterly reports, at a minimum. Perry stated, in his opinion, if a CFO cannot produce monthly reports, they should not be hired. Perry stated the ordinance to repeal the sales tax should be killed tonight.

Eric Lockman thanked City Manager Vassalotti for his accounting solutions and agrees Option 1 is the best. Lockman thanked Mayor Case for keeping this discussion on track. Lockman stated there is a pie chart showing \$3.4 million with to the Police Department and nobody is complaining about it or wanting to defund the police. Lockman requested to kill the ordinance tonight to show good will from the Council.

Nicole Brauchi stated citizens should do their own research to determine what is truth and what is lies. Brauchi stated Council's opinion on American Birthright guidelines should not be taken into account when voting on the ordinance tonight. Brauchi stated she believes there are options for a good solution and to kill the ordinance tonight.

KJ Lee stated he is grateful to hear the Council say they will not repeal the sales tax. Lee agrees there should be accountability for taxpayer's dollars, and to keep the tax in place.

Leanna Tally stated she is the CFO for Merrit Academy and summarized her qualifications and experience. Tally stated she is happy to hear the School Board and Council are discussing feasible options. Tally stated CDE guidelines are first priority for reporting and she is concerned about the reporting to the City being set up correctly with the incoming CFO of the School Board.

Following a brief discussion by Council, the following motion was made.

Motion: To kill Ordinance No. 1471, Series 2024, an Ordinance of the City Council of Woodland Park, Colorado, Reducing the City Sales Tax by 1.09%, Effective January 1, 2025. Case/Harvey: Motion carried 6-1, Geer voting no.

- B.** Approval of Ordinance No. 1476, Series 2024, an Ordinance of the City Council of Woodland Park, Colorado, Adopting by Reference the 2024 Edition of the Model Traffic Code; Providing Penalties for the Violations Thereof; And Making Conforming Amendments to the Woodland Park Municipal Code; Repealing All Ordinance in Conflict therewith; and Providing Penalties For Violations thereof And Adding Chapter 10.14 Traffic Regulations to the Woodland Park Municipal

Code. (L)
(Presenter, City Attorney Wilson)

City Attorney Erica Romberg introduced Ordinance No. 1476, Series 2024 for public hearing.

Mayor Case opened public comment.

Judge McClintock stated that she agreed that Ordinance 1476, Series 2024 should be adopted.

Motion: to approve Ordinance No. 1476, Series 2024, an Ordinance of the City Council of Woodland Park, Colorado, Adopting by Reference the 2024 Edition of the Model Traffic Code; Providing Penalties for the Violations Thereof; And Making Conforming Amendments to the Woodland Park Municipal Code; Repealing All Ordinance in Conflict therewith; and Providing Penalties For Violations thereof and Adding Chapter 10.14 Traffic Regulations to the Woodland Park Municipal Code. Nakai/Geer: Motion carried 7-0.

- C.** Approval of Ordinance No. 1477, Series 2024, an Ordinance of the City Council for the City of Woodland Park, Colorado Amending Title 5 of the Woodland Park Municipal Code, Regarding Wireless Communication Facility Regulations, to Establish Regulations for Wireless Communication Facilities. (A)
(Presenter, City Attorney Wilson)

City Attorney Erica Rombert introduced Ordinance No. 1477, Series 2024 for public hearing.

Following a brief discussion by Council, Mayor Case opened public comment.

Eric Lockman stated he's not against the ordinance, but suggested Council table this ordinance until they get more input.

Nicole Brauchi stated she wants the Council to get more expert advice, and that this ordinance is not ready to be voted on.

Brian Paul stated our health is at stake and hopes Council will table this ordinance.

After a brief discussion by Council, the following motion was made.

Motion: to approve of Ordinance No. 1477, Series 2024, an Ordinance of the City Council for the City of Woodland Park, Colorado Amending Title 5 of the Woodland Park Municipal Code, Regarding Wireless Communication Facility Regulations, to Establish Regulations for Wireless Communication Facilities. Geer/Harvey: Motion carried 6-1, Baldwin voting no.

- D.** Approval of a Festival Permit for Vino and Notes (A).
(Presenter Deputy City Manager/City Clerk Leclercq)

Deputy City Manager/City Clerk Suzanne Leclercq reviewed the history, facts and precedence of bringing a festival permit to Council for final approval.

Applicants Tracy and Dan Vinton invited Council and presented them with tickets to Vino & Notes. Mrs. Vinton reviewed their experience with the event.

Following a brief discussion Council, the following motion was made.

Motion: to approve the Festival Permit for Vino and Notes. Nakai/Baldwin: Motion carried 7-0.

10. NEW BUSINESS

(Public comment may be heard)

- A.** Approve a Rock, Gem & Jewelry Show TUP - a request from Kim Packham (Applicant), Peter LaBarre, David Banker, and Kevin Maddox (property owners) for on-site vendor camping August 12-19, 2024 for the Woodland Park Rock, Gem and Jewelry Show special event at 19250 E US Hwy 24 in the Service Commercial (SC) zone district. (QJ) (Presenter: Planning Director, Karen Schminke, AICP)

Planning Director Karen Schminke shared a presentation and requirements on the upcoming Rock, Gem & Jewelry Show request for camping on-site at the event property.

Following a brief discussion, the following motion was made.

Motion: to approve the Rock, Gem& Jewelry Show TUP – a request from Kim Packham (Applicant), Peter LaBarre, David Banker, and Kevin Maddox (property owners) for on-site vendor camping August 12-19, 2024 for the Woodland Park Rock, Gem and Jewelry Show special event at 19250 E US Hwy 24 in the Service Commercial (SC) zone district. Geer/Smith: Motion carried 7-0.

At the time of 9:10pm, Mayor Case called for a ten-minute recess.

At 9:20pm, Mayor Case called the City Council meeting back to order.

- B.** Approval of Resolution No. 924, Series 2024, a Resolution Adopting Bob's Rules of Order as Council Rules of Procedure. (A)
(Presenter City Attorney Wilson)

City Attorney Wilson shared a brief presentation on the benefits of adopting Bob's Rules as opposed to Robert's Rules of Order.

After a brief discussion, the following motion was made.

Motion: to approve Resolution No. 924, Series 2024, a Resolution Adopting Bob's Rules of Order as Council Rules of Procedure. Smith/Geer: Motion carried 7-0.

- C.** Approval of Resolution No. 923, Series 2024, a Resolution Adopting the 2024 Revised Council Rules of Procedure. (A)
(Presenter City Attorney Wilson)

City Attorney Wilson reported on the red-line changes proposed by Council.

Motion: to approve Resolution No. 923, Series 2024, a Resolution Adopting the 2024 Revised Council Rules of Procedure. Geer/Smith: Motion carried 7-0.

- D.** Security Improvements and Park and Recreation Door Contract Between Fortis General Contracting and the City of Woodland Park in the amount of \$112,698

(Presenter Director of Public Works Ben Schmitt)

Public Works Director Ben Schmitt reported on the plans for security improvements for City Hall, City Council Chambers, and the Parks & Recreation Department.

Motion: to approve Security Improvements and Park and Recreation Door Contract Between Fortis general Contracting and the City of Woodland Park in the amount of \$112,698.

Geer/Nakai: Motion carried 7-0.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case shared an update of the events for the next two weeks.

B. Council Reports

Mayor Pro-tem Nakai no report.

Councilmember Baldwin thanked the staff for the 4th of July event. Called for election judges for County Clerk Stephanie Kees. Baldwin shared the progress of Safeway & Walmart parking lot repairs.

Councilmember Geer shared an update of the PRAB Committee and programming for parks and recreation department.

Councilmember Harvey shared an update on local Military Affairs Committee events. Harvey shared unofficial numbers and photos from the KWPB clean-up event on June 29th.

Councilmember Jones reported that DDA's new officers have been installed and that Planning Director Schmitt did a presentation of the medians project.

Councilmember Smith no report.

C. City Attorney's Report

City Attorney Wilson no report.

D. City Manager's Report

City Manager Vassalotti reported that the TAVA Subdivision Development Agreement will be brought to Council at the August 1st meeting.

1. Sales tax report for May 2024.

City Manager Vassalotti reviewed the Sales Tax report for May 2024.

Mayor Case stated that City Manager Vassalotti will be doing his Sales Tax presentations under Agenda Item 3 moving forward.

12. ADJOURNMENT

There being no further City business, Mayor Case adjourned the City Council Meeting at 9:44 pm.

Respectfully submitted,

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF ____, 2024

Kellie Case, Mayor



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

Mayor Case called the Council Meeting to order at 6:30 PM with the following members of Council present: Mayor Case, Mayor Pro-tem Nakai, Councilmember Baldwin, Councilmember Geer, Councilmember Harvey, Councilmember Jones and Councilmember Smith.

The following Staff members were in attendance: City Manager Vassalotti, City Attorney Williams, Parks & Recreation Director Keating, IT Technician Barnes, Planning Director Schminke, Public Works Director Schmitt, and Communications Coordinator Higginbotham.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

None.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

Mayor Case stated that Agenda Item 9B has been withdrawn permanently.

5. CONSENT CALENDAR

None.

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)

Debbie Miller shared multiple scenarios of her interactions with people of the community at the Visitor's Center and reminded Council that their words matter because they are influencers and people of the community are listening.

Gail Gerig thanked the Council and City Manager Vassalotti for the options he presented at the last meeting regarding the 1.09% tax fund accounting. Gerig stated her concerns that the School Board has not updated the job description of the CFO position and illustrated her unease with the lack transparency. Gerig then urged Council that if Option 1 was not implemented by the first quarter of the school year, then to let the decision if this 1.09% tax should be continued go to the voters.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

None.

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)

City Attorney Williams introduced Ordinance No. 1479, Series 2024 on initial posting. The following motion was made.

Motion: To approve Ordinance No. 1479, Series 2024, an Ordinance of the City Council of Woodland Park, Colorado repealing and reenacting chapter 9.41 of the City Municipal Code and regulate noise within the City and set the Public Hearing for August 15, 2024. Nakai/Geer. Motion carried 7-0.

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)

Planning Director Schminke presented the background of this event, explained the reasons for bringing this TUP application before Council, listed the conditions of the TUP application, and presented Council with five choices of approvals for the TUP Application.

Shining Mountain Golf Course Manager Silas Beck addressed Council and shared his research into the noise complaint from last year's event. Beck explained his noise mitigation plan for this year's event.

Council asked a few questions regarding security, alcohol, and who is going to be called first if there is a noise complaint. Mayor Case opened the public hearing.

Jerry Penland stated the golf course is in his backyard and he has never had a problem with this event or heard noise after 11:00pm.

After a lengthy discussion between Council and Beck, the following motion was made.

Motion: Approve the TUP with the new conditions of a 10pm cut-off and no camping. Baldwin/Nakai. No vote was taken.

Councilmember Jones moved for an amendment, and the following motion was made.

Motion: To approve the TUP application with the camping and noise cut off at 11pm. Jones/Case. Motion Failed 5-2, Jones and Case voted yes.

Councilmember Harvey moved to amend the original motion, and the following motion was made.

Motion: To approve the TUP application to allow camping and cut off at 10pm. Harvey/Jones Motion carries 4-3, Baldwin, Geer, and Nakai voting no.

City Attorney Williams recommended to Council that they could also add on the conditions listed in the staff report, and the following motion was made.

Motion: To add the following 19 recommendations from the Staff with the cut off being at 10:00pm, plus Mr. Beck will camp on site during the event.

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.

Nakai/Smith. Motion carried 6-1, Geer voting no.

- B.** Approval of a special event wine festival liquor license for Mountain Artists (QJ)
Presenter, Parks and Recreation Director, City Keating
This item was withdrawn from tonight's agenda.

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)

Planning Director Schminke did a lengthy presentation to inform Council of the background, facts, and where the project stands currently. The following information was presented to Council.

Key provision of the SDA allows this developer to concurrently:

- complete the City's entitlement process (finalize the preliminary plat and site plat documents, then complete the Final Plat process and have that document recorded);
- construct the infrastructure and public improvements for the development;
- construct infrastructure on property owned by Beer Garden Lane Development, LLC and the City of Woodland Park;
- construct the building on Lot 1 of Woodland Station Subdivision, Filing No. 2 (Tava House Restaurant) prior to approval and recording of the Final Plat;
- 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.
- Process to determine compensation to the City for the encroachment into Bergstrom Park encroachment (Charter Sec. 15.2(b))

The following items are the responsibility of the developer and CO can be issued once the following are completed:

- Entitlements Completed
 - Preliminary Plat conditions of approval
 - Final Plat approved and recorded
- Bergstrom Park compensation complete
- Public Improvements Completed
 - As-built documents approved
 - Initial acceptance of the infrastructure and public improvements
- CDOT required permits and construction complete
- Building Permit - PPRBD requirements are complete

Developer representative Mark Weaver thanked the Council for their consideration of this Subdivision Development Agreement.

Tony Perry, speaking as treasurer of DDA, informed Council that there will be a DDA workshop, regarding the reimagining of Bergstrom Park, after their meeting next week. Perry gave a brief history of DDA's working relationship with the Tava group and asked Council to approve this agreement.

Following the closing of public comment, the following motion was made.

Motion: To approve the 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. Harvey/Jones Motion carries 4-3; Nakai, Baldwin, Geer voting no.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case shared an update of the events for the next two weeks.

B. Council Reports

Councilmember Baldwin shared about the volunteer positions available at CASA, Court Appointed Special Advocates. Baldwin reported that Chief Deisler is now on the Black Hills Energy contact list. Baldwin asked if there was an update with the IGA with the School Board.

Councilmember Geer shared an update with the Divide Protection District Station regarding emergency procedures. Geer also shared updates regarding the WAC and Parks & Recreation Department.

Councilmember Harvey shared an update on the KWPB and thanks Walmart for sponsorship of their clean up event.

Councilmember Jones shared an update on the DDA and reminded about the work session after the DDA meeting next week.

Councilmember Smith shared his excitement about the flag football program coming back to Woodland Park.

C. City Attorney's Report

City Attorney Williams shared an update regarding the residency restrictions and amending 3.4 of the Charter, and determined you cannot increase the one-year residency requirement to run for office in the City.

D. City Manager's Report

City Manager Vassalotti welcomed the conversation about adding a second code enforcement officer. Vassalotti shared information about the e-tech recycling event happening at Public Works.

12. ADJOURNMENT

There being no further City business, Mayor Case adjourned the City Council Meeting at 8:33 pm.

Respectfully submitted,

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2024

Kellie Case, Mayor



STAFF REPORT

TO: Mayor Case and City Council

FROM: Ben Schmitt, City Engineer

DATE: September 5, 2024

SUBJECT: Approval of Ordinance No. 1483, Series 2024, on initial posting, an Ordinance Amending Title 8 of the Woodland Park Municipal Code by adopting a new chapter 8.16 regarding off-street parking and loading area maintenance and set the Public Hearing for September 19, 2024. (L)

BACKGROUND: City Council is aware that several off-street parking lots and loading areas in the City are in various states of disrepair resulting in health, safety, and welfare concerns for the community. Ongoing citizen concerns led City Council to request staff to prepare amendments to the City's Municipal Code to address the health, safety, and welfare concerns of the community regarding this issue. Therefore, the City finds it is appropriate to adopt amendments to Title 8 by the addition of a new Chapter 8.16 regarding Off-Street Parking and Loading Area Maintenance for the foregoing reasons.

RECOMMENDATION: Approve Ordinance 1483 amending title 8 of the woodland park municipal code by adopting a new chapter 8.16 regarding off-street parking and loading area maintenance

ATTACHMENTS: 1. Ordinance 1483 Adopting 8.16 Regarding Off Street Parking and Loading Area Maintenance

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1483
(Series 2024)

**AN ORDINANCE AMENDING TITLE 8 OF THE WOODLAND PARK
MUNICIPAL CODE BY ADOPTING A NEW CHAPTER 8.16 REGARDING
OFF-STREET PARKING AND LOADING AREA MAINTENANCE**

WHEREAS, the City of Woodland Park, Colorado (“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; and

WHEREAS, pursuant to Section 7.2 of the City Charter, the City Council (“Council”) shall act by ordinance, resolution, or motion and all legislative enactments of a permanent nature shall be in the form of ordinances; and

WHEREAS, Title 8 of the City’s Municipal Code contains certain provisions regarding Health and Safety in the City of Woodland Park; and

WHEREAS, City Council is aware that several off-street parking lots and loading areas in the City are in various states of disrepair resulting in health, safety, and welfare concerns for the community; and

WHEREAS, ongoing citizen concerns led City Council to request staff to prepare amendments to the City’s Municipal Code to address the health, safety, and welfare concerns of the community regarding this issue; and

WHEREAS, the City finds it is appropriate to adopt amendments to Title 8 by the addition of a new Chapter 8.16 regarding Off-Street Parking and Loading Area Maintenance for the foregoing reasons.

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

Section 1. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by the City Council.

Section 2. Title 8 of the Woodland Park Municipal Code is hereby amended by the adoption of a new Chapter 8.16 regarding Off-Street Parking and Loading Area Maintenance to read in its entirety as follows:

CHAPTER 8.16 – OFF-STREET PARKING LOTS AND LOADING AREA MAINTENANCE

- (a) *Responsibility of Property Owners.* It shall be the responsibility of all property owners with off-street parking lots and loading areas on their property to maintain the same pursuant to all applicable provisions of the Woodland Park Municipal Code.
- (b) *Off-Street Parking Lots and Loading Areas to be Maintained.* Off-street parking lots and loading areas shall be properly maintained in a safe operating condition that is free of potholes, accumulation of trash, and other hazardous conditions and parking space lines shall be kept clearly visible and distinct.
- (c) *Drainage Requirements for Off-Street Parking Lots and Loading Areas.*
 - (1) Routine maintenance of drainage systems for off-street parking lots and loading areas includes, but is not limited to, removal of debris and sediment, trash rack clearing, mowing, noxious weed control, etc.
 - (2) Non-routine restorative maintenance activities include repairs or replacement of structures and other improvements necessary to retain the effectiveness of the drainage system.
 - (3) All off-street parking lots and loading area drainage designs shall be held to the same standards regardless of the organization or entity that has accepted responsibility for maintenance.
 - (4) A zoning development permit shall be valid for a period of one year. If the use or construction does not commence during that period, the permit must be renewed. If any development and/or land-disturbing activity begins within the City and ceases for any reason for a period beyond one year, the owner and/or responsible parties must return the site to its original condition and/or a condition acceptable to the City. A contractor's failure to obtain a zoning development permit may result in the denial of future applications or right of way permits until the contractor can obtain the proper permit or remediate the site back to its original condition.
- (d) *Nuisance.* Off-street parking lots and loading areas not kept in a proper state of maintenance and/or repair shall be deemed a nuisance and may be abated as provided in this Chapter.
 - (1) *Responsibility for Nuisance.* Where a nuisance exists on off-street parking lots and/or loading areas the owner(s) of the property on which such nuisance exists shall be equally liable therefore.

- (2) *Nuisance Creation or Maintenance.* It is unlawful for any person including, but not limited to, an owner, an owner's agent, a tenant, a tenant's agent, an occupant or an occupant's agent to create, to aid in creating, or to contribute to a nuisance or to contribute to the maintenance of a nuisance.
 - (3) *Nuisance Abatement.* The City shall ascertain and cause all declared nuisances set forth in this Chapter to be abated.
 - (4) *Notice to Abate Nuisance.* The City shall serve a written notice upon an off-street parking lot's and/or loading area's owner(s) for any off-street parking lot and/or loading area upon which a nuisance may be found or upon the person who may be the cause of such nuisance.
 - (A) Such written notice shall require the abatement of the nuisance in an amount of no more than thirty (30) days unless an alternate time period is mutually agreed upon in writing between the recipient of such written notice and the City.
 - (B) Failure to provide written notice as set forth herein shall not relieve the owner, the owner's agent, the tenant, the tenant's agent, the occupant, or the occupant's agent from their obligation to abate such nuisance or from any penalty provided for the maintenance thereof.
- (e) *Appeal of Notice to Abate Nuisance.*
- (1) *Appeal to City Engineer.* The recipient of a Notice to Abate Nuisance has fourteen (14) calendar days from date of service to submit a written appeal of the same to the City Engineer.
 - (A) The City Engineer shall have fourteen (14) calendar days after receipt of the appeal to issue a written determination.
 - (2) *Appeal to the Board of Review.* A recipient of the City Engineer's written determination has fourteen (14) calendar days from date of service to submit a written appeal of such determination with the City Clerk.
 - (A) The Board of Review shall conduct a public hearing on this appeal as soon as practicable but no later than their next regularly scheduled meeting.
 - (B) The Board of Review shall issue a written determination no later than fourteen (14) calendar days after the public hearing's conclusion.
 - (C) The Board of Review's written determination is final.

(f) *Failure to Comply with Notice to Abate Nuisance – Payment of Costs.*

(1) It is unlawful to fail to comply with a Notice to Abate Nuisance regarding an off-street parking lot and/or loading area.

(A) The City may engage in the abatement of any and all nuisances set forth in such Notice to Abate Nuisance should an owner fail to comply with the same.

(B) Any and all costs incurred by the City in abating any and all nuisances shall be set forth in an itemized statement showing the entire cost of the work done and the greater of ten percent or ten dollars for the cost of collection and other incidentals.

(C) The City Manager or their Designee shall serve a copy of the itemized statement set forth in subsection (d)(6)(C) upon the owner of the off-street parking lot and/or loading area upon which work was performed.

(D) Such assessment(s) shall be a perpetual lien against the land until paid and shall have priority over all other liens excepting general tax liens and shall be collected in one installment in the same manner as any other special assessments with interest at eight (8) percent from the date of passage of the assessing ordinance.

(g) *Service.* Unless otherwise stated herein, service of any Notice, determination, or assessment statement required in this Chapter shall be made as follows:

(1) Personally, by handing to and leaving with the owner or agent or any member of his household over the age of eighteen years, a copy of such directive, statement or notice;

(2) Proof of service shall be made by certificate of service of the city manager or any city employee actually making such service;

(3) By certified mail, by mailing such directive, statement or notice, postage prepaid, return receipt requested, to be signed by addressee only, addressed to the last known address of the owner or agent. Service by certified mail shall be complete upon the date of receipt by the addressee. Proof of service shall be made by certificate of mailing of the city manager, together with signed receipt of the addressee; or

(4) If service cannot be made personally or by certified mail, said directive, statement or notice shall be served by publishing the same for one publication. Service shall be complete five days after the date of publication. Proof of service shall be made by the certificate of mailing of the city manager, together with the publisher's affidavit of publication.

(h) *Remedies, Violations, and Penalties.*

- (1) Each day a violation exists beyond the time period for abatement designated in a Notice to Abate Nuisance shall constitute a separate offense.
- (2) Any person, firm, business, corporation, association, or the like found to be in violation of any provision of this Chapter shall be punished upon conviction at Municipal Court by a fine not to exceed one hundred dollars a day.
- (3) No remedy provided herein shall be exclusive and the taking of any action hereunder, including a charge or conviction of a violation of this Chapter in Municipal Court, shall not preclude or prevent the taking of other action herein to abate or enjoin any nuisance found to exist.
- (4) Whenever a nuisance exists, no remedy provided for herein shall be exclusive of any other charge or action, and when applicable the abatement provisions of this Chapter shall serve as and constitute a concurrent remedy over and above any charge or conviction of any municipal offense or any other provision of law. Any application of this Chapter that is in the nature of a civil action shall not prevent the commencement or application of any other charges brought under this Code or any other provision of law.

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 from and after its publication as required.

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: CJ Gates, Senior Planner

DATE: September 5, 2024

SUBJECT: CUP/SPR Extension of Fred's Towing Conditional Use Permit and Site Plan (File #A24-0069): A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for a 2-year extension of the CUP and SPR approval for a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone. **(QJ)** (Presenter CJ Gates, Senior Planner)

BACKGROUND: This item is a Conditional Use Permit (CUP) and Site Plan Review (SPR) Extension for the previously approved Fred's Towing which permitted a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone. Per City Code, Conditional Use Permit approvals are valid for a total of two years unless the applicant has gained approval of a Zoning Development Permit (ZDP) or an extension has been granted by the City Council. If the extension request is approved, the entitlements for this application will expire on June 2, 2026.

Please see attached detailed staff report.

RECOMMENDATION: Based on the Planning Commission's recommendation, staff recommends City Council approve Resolution No. 925 Series 2024 documenting the approval of a two-year extension of Fred's Towing Conditional Use Permit and Site Plan: A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for a 2-year extension of the CUP and SPR approval for a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone pursuant to Municipal Code §18.57.090, and the approving Resolution clearly states that the development is still subject to all the conditions and dimensional specified in the original approval.

ATTACHMENTS:

1. CC Staff Report Freds Towing CUP Extention
2. Resolution 925 - Fred's Towing CUP SPR EXT
3. 2024.08.22 PC Meeting Minutes - DRAFT
4. Fred's Towing CUP Extension - Application Packet - 2024
5. Freds Towing CUP&SPR2022 - Site Plan
6. Ordinance No. 1423 Freds Towing CUP and SPR Signed



City Council Staff Report Public Hearing September 5, 2024

Agenda Item

9A

Department

Planning

Presenter

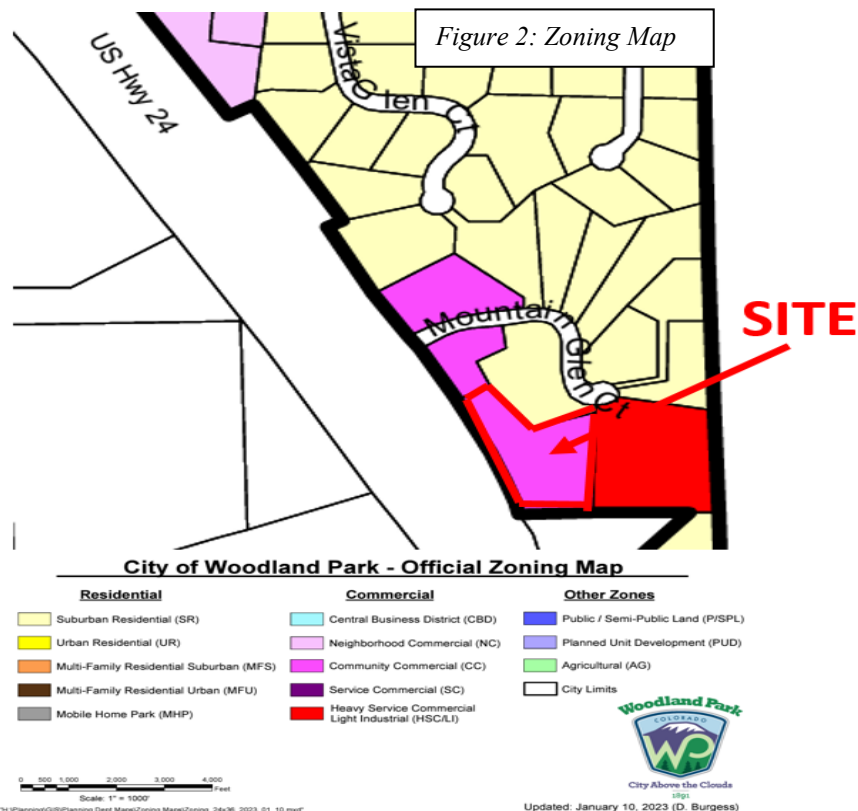
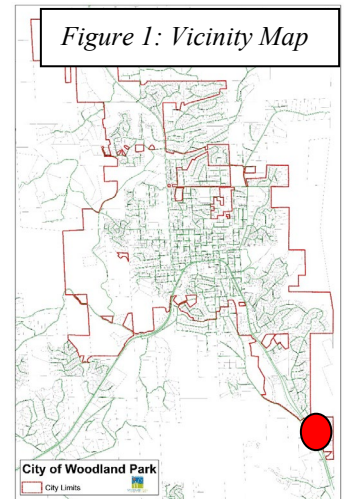
C.J. Gates
Senior Planner

AGENDA ITEM 9A

(File #A24-0069) CUP/SPR Extension of Fred's Towing Conditional Use Permit and Site Plan: A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for a 2-year extension of the CUP and SPR approval for Fred's Towing for a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone. (QJ)

BACKGROUND

This site is a 2.55-acre parcel of land east of Highway 24, south of Mountain Glen Drive in southeastern portion of Woodland Park. The subject property is zoned Community Commercial (CC) as seen on the zoning map below.



The site is accessed via an access easement from the parcel to the north, currently occupied by a gas station. Ute Pass Concrete, Sand and Gravel building, which is not inside city limits, is located to the south, while the sand and gravel yard is located to the east of the subject property and is zoned Heavy Service Commercial Light Industrial.



Figure 3: Aerial Photo

There are existing mature evergreen trees and steep rocky terrain located on the property's western perimeter adjacent to Highway 24. This terrain acts as a screen for the property as viewed from Highway 24 as seen from the site photos below.

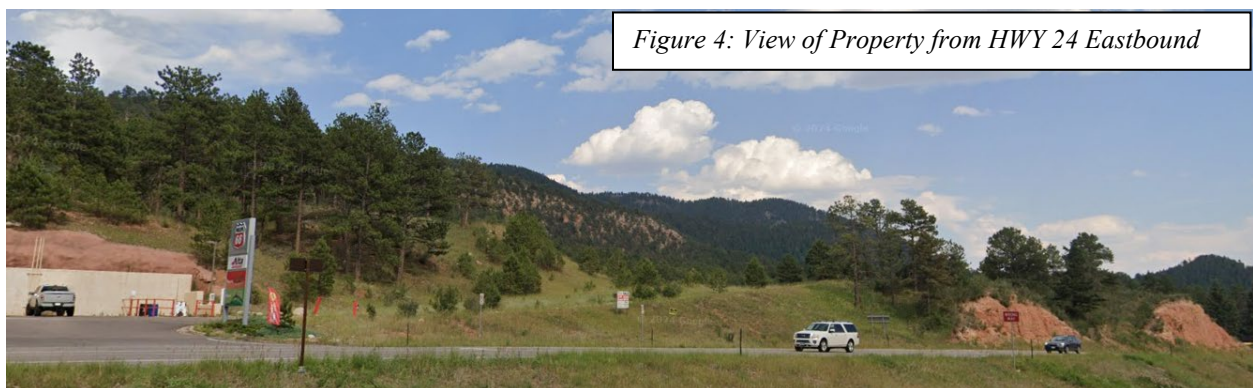


Figure 4: View of Property from HWY 24 Eastbound

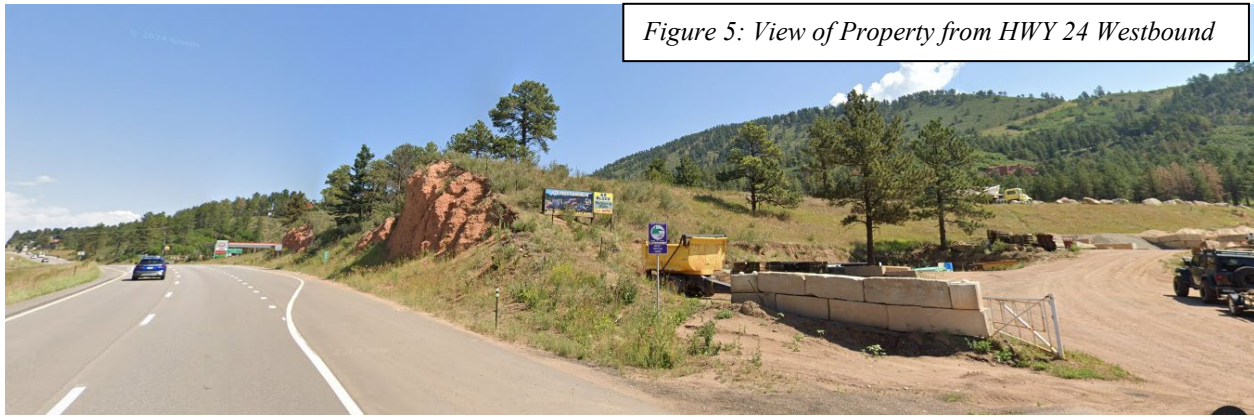


Figure 5: View of Property from HWY 24 Westbound

On June 2, 2022 City Council approved a Conditional Use Permit (CUP) and Site Plan Review to allow for a tow company to construct and utilize a commercial building with vehicle storage on the subject property via Ordinance No 1423, Series 2022. The Ordinance is attached to this staff report and includes the nine conditions of approval.

For reference, Figure 6 below is the approved preliminary site plan which includes a 3,500 SF structure that is planned to be used for office space and storage of vehicles. Figure 7 below is a rendering of the proposed building.

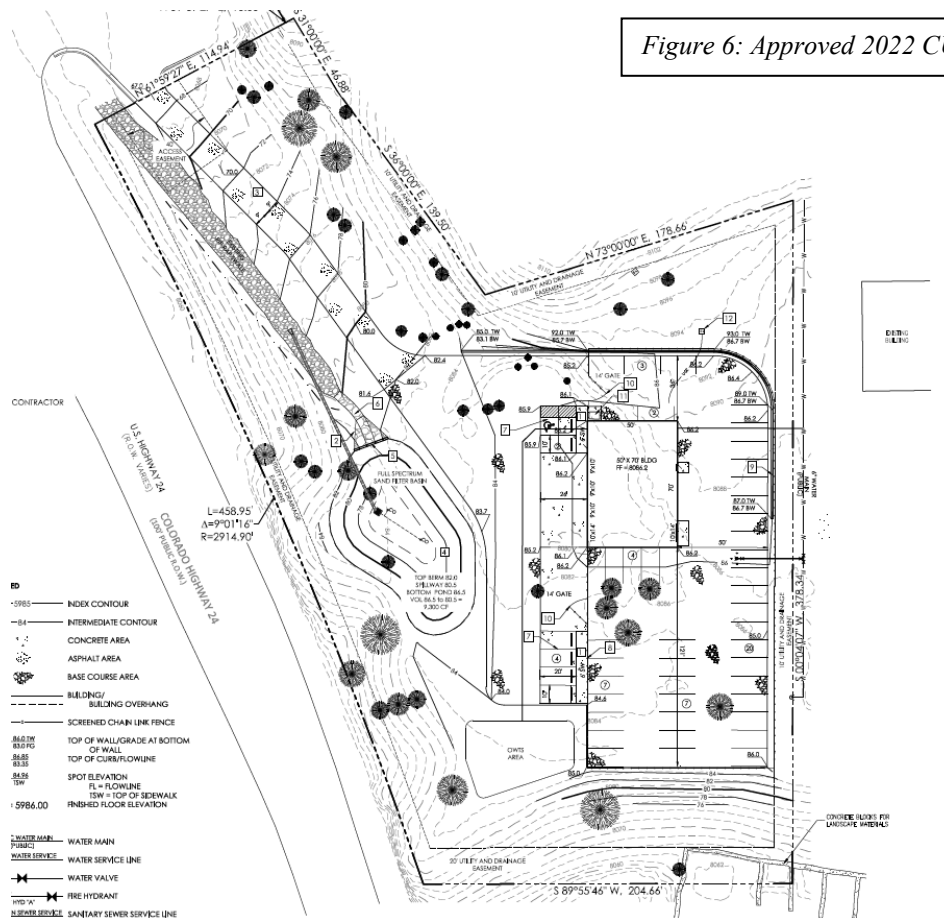
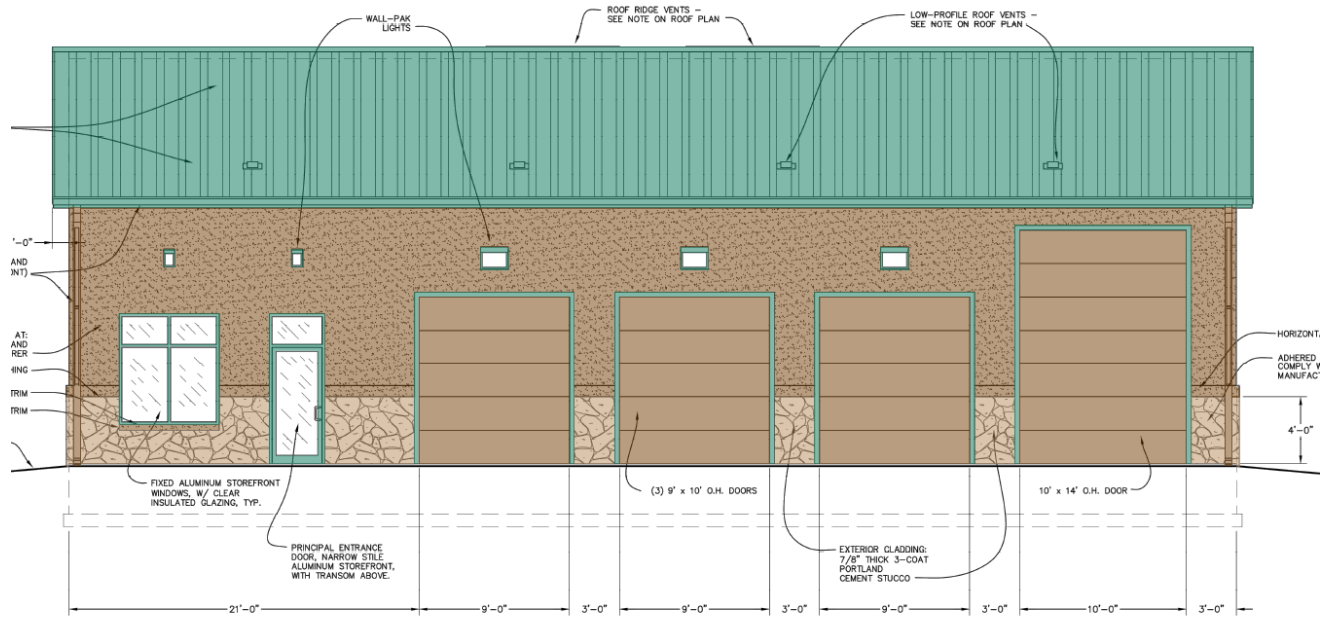


Figure 6: Approved 2022 CUP Site Plan

Figure 7: Exterior Front Elevation



Chapter 18 of the City Code outlines the process for the site plan approval in conjunction with the CUP. Staff makes comments on the preliminary documents during the CUP review and public hearing process and all comments get resolved when the applicant submits for their Final Site Plan which includes construction documents. The Final Site Plan and construction document review process is done administratively through the planning department.

Since City Council approved the CUP and Site Plan, the Final Site Plan and construction document packet has gone through several rounds of review. The most recent resubmittal was received by the Planning Department on May 29, 2024, and there are still outstanding issues that need to be resolved.

EXTENSION REQUEST

Expiration and Extensions of Conditional Use Permits are governed by Municipal Code §18.57.090 – Expiration:

Authority to issue a zoning/development permit or building permit pursuant to the granting of a conditional use permit shall expire two years after the date of approval of the conditional use permit, except when one of the following conditions has been met:

- A. A zoning/development permit or building permit has been issued and is still deemed valid;
- B. Where no construction is required, the actual commencement and operation of the use has begun; or
- C. An extension has been granted by the city council. (Ord. 589-1993 § 6(part), 1993)

On July 16, 2024 the City of Woodland Park Planning Department received an application from the applicant and property owner requesting a two-year extension of the approved Conditional Use

Permit and site plan. While no Zoning Development Permit has been issued, the applicant has been pursuing approval since January of 2023. Additionally, even though the extension application was submitted after the expiration date of the approval (June 2, 2024), Planning staff is supportive of extending the approvals due to the ongoing work of the applicant. If this extension request is approved, the CUP entitlement will expire on June 2, 2026.

REFERRALS AND NOTIFICATIONS

Adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission public hearing. Staff has received no written comments regarding this extension proposal.

The application was referred to the City Utilities/Public Works Director, the City Attorney, the City Inspector, the City Engineer, and the City Manager as well as external referral agencies including CORE, Black Hills Energy, CDOT, North East Teller County Fire Protection District (NETCFPD), and the City of Woodland Park Police Department. No comments have been returned regarding this extension request.

PLANNING COMMISSION FINDINGS

The Planning Commission held a public hearing on August 22, 2024 (draft minutes attached). After consideration of the staff report and comments made at the public hearing, the Planning Commission voted unanimously to recommend City Council approve a two year extension of Fred's Towing Conditional Use Permit and Site Plan: A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for a 2-year extension of the CUP and SPR approval for Fred's Towing for a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone pursuant to Municipal Code §18.57.090, and the approving Resolution shall say clearly that the development is still subject to all the conditions and dimensional specified in the original approval.

STAFF FINDINGS

Based on the Planning Commission's recommendation, staff recommends City Council approve Resolution No. 925 Series 2024 documenting the approval of a two year extension of Fred's Towing Conditional Use Permit and Site Plan: A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for a 2-year extension of the CUP and SPR approval for Fred's Towing for a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone pursuant to Municipal Code §18.57.090, and the approving Resolution clearly states that the development is still subject to all the conditions and dimensional specified in the original approval.

ATTACHMENTS

1. Resolution No. 925, Series 2024
2. August 22, 2024 Draft Planning Commission Minutes
3. Application
4. Fred's Towing Approved CUP Site Plan
5. Ordinance 1423, Series 2022

CITY OF WOODLAND PARK, COLORADO

RESOLUTION NO. 925, SERIES 2024

A RESOLUTION GRANTING A 2-YEAR EXTENSION OF A CONDITIONAL USE PERMIT WITH A SITE PLAN FOR THE PURPOSE OF ALLOWING A TOW COMPANY TO CONSTRUCT AND UTILIZE A COMMERCIAL BUILDING WITH VEHICLE STORAGE AREA ON LOT 1, SUNNY GLEN RETREAT SUBDIVISION FILING NO. 2 (address: 20499 E. US 24), TO JUNE 2, 2026.

Whereas, the subject property is legally described as Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (address: 20499 E. US 24), is zoned Community Commercial (CC), and is owned by Gino LLC, A Colorado LLC; and

Whereas, Ordinance 1423, Series 2022, an ordinance granting a conditional use permit with a site plan for the purpose of allowing a tow company to construct and utilize a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2, in the Community Commercial (CC) zone at 20499 E. US 24, was passed by City Council on June 2, 2022; and

Whereas, pursuant to Municipal Code §18.57.090 (CUP) and §18.34.110 (Site Plan), authority to issue a zoning development permit (ZDP) or building permit expires two years after the date of approval (in this case, on June 2, 2024); and

Whereas, the Applicant and Property Owner have been working toward, but have yet to obtain, a zoning development permit; and

Whereas, the applicant, M.V.E., Inc., submitted a request on July 16, 2024 to extend the Conditional Use Permit and Site Plan approval for two additional years; and

Whereas, pursuant to Municipal Code §18.57 (CUP) and §18.34 (Site Plan), a notice of public hearing was published, a sign was posted on-site, and letters were mailed to adjacent property owners; and

Whereas, the Woodland Park Planning Commission considered the request on August 22, 2024 and recommended that City Council grant the request for a 2-year extension based on evidence contained in the staff report and presented at public hearing; and

Whereas, City Council considered the request, the Planning Commission recommendation, the staff recommendation including evidence contained in the staff report and presented at public hearing on September 5, 2024, and hereby finds that the request for the 2-year extension is reasonable and acceptable.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WOODLAND PARK:

Section 1. The authority to issue a zoning development permit (ZDP) or building permit for Conditional Use Permit and Site Plan (Ordinance 1423, Series 2022) for the purpose of allowing a tow company to construct and utilize a commercial building with vehicle storage area is hereby extended to June 2, 2026.

Section 2. This request only approves an extension. All conditions and terms of the original approval of CUP_SPR2022-01 and as outlined in Ordinance 1423, Series 2022 remain in place and are unchanged.

THIS RESOLUTION WAS PASSED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 5th DAY OF SEPTEMBER, 2024.

Signed by the Mayor:

Kellie Case

Attested by the City Clerk:

Suzanne Leclercq

WOODLAND PARK PLANNING COMMISSION
MEETING MINUTES for August 22, 2024
Council Chambers, 220 W. South Avenue, Woodland Park

This meeting was a hybrid meeting with in-person and virtual attendance. The Zoom meeting link is in the calendar on the City website front page. Public input is very important to the Planning Commission. Comments were encouraged in writing in advance of the meeting to be submitted by mail to the Planning Department at PO Box 9007, Woodland Park, CO, 80866 or email to kschminke@city-woodlandpark.org.

1. CALL TO ORDER & ROLL:

Vice Chair Brown called the meeting to order at 6:30 p.m.

Present	Chair Ken Hartsfield
Absent	Vice Chair Lee Brown
Present	Commissioner Don Dezellem
Present	Commissioner Jarrod Newcom
Absent	Commissioner Kenneth Kennedy
Present	Commissioner Larry Larsen
Present	Commissioner Don Hoying
Present	Commissioner Koal Middleton
Staff Present:	Senior Planner CJ Gates
	Planning Director Karen Schminke

Quorum requirements are satisfied.

2. PLEDGE OF ALLEGIANCE

3. APPROVE MINUTES: The April 25, 2024 minutes were approved unanimously.

4. PUBLIC HEARINGS

- A. (File #A24-0069) CUP/SPR Extension of Fred's Towing Conditional Use Permit and Site Plan: A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for a 2-year extension of the CUP and SPR approval for Fred's Towing for a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone. (QJ)

Senior Planner Gates presented the staff report with a description of the 2-year extension request, the description of the site in the southwestern portion of the City, zoned Community Commercial (CC), accessed from US 24 via an access easement from the gas station property to the north. Ute Pass Concrete, Sand & Gravel borders the subject property to the south and east, and is outside City limits. US 24 runs along the western edge of the property. Site photos showed the steep, rocky terrain along US 24, which acts as a screen. He then showed the existing CUP Preliminary Site Plan and Elevations which were approved in 2022, including a 3500 S.F. structure to be used for office space and vehicle storage. The City Council approved CUP and SPR allowing for a tow company to construct and utilize a commercial building with vehicle storage via Ordinance 1423, Series 2022 with that approval having expired on June 2, 2024. Once an application gets an entitlement from the City Council, they must apply for a final site plan approval, which is processed administratively through the Planning Department. MC §18.57.090 allows for a CUP extension under certain conditions, including the issuance of a ZDP or approval of an extension by City Council. Although a ZDP has not been issued yet, since January 2023 the applicant has been working with the Planning Department through several rounds of review of the Final Site Plan and construction documents. If this request is approved, the extension would

expire on June 2, 2026. The application was referred to all internal and external agencies and one comment was received from CDOT stating that a current drainage report is required and the access permit had been submitted. This item was publicly noticed; no public comments were received.

Planner Gates concluded his presentation noting that as there are no regulations to assess, staff does not have a position or recommendation on this extension request. If the Planning Commission finds that an extension is warranted and recommends that City Council grant the two-year extension of the Conditional Use Permit and Site Plan, then the approving resolution should clearly state that the development is still subject to all of the conditions and dimensional standards specified with the original approval.

Chair Hartsfield confirmed that the proposal has not been changed from the original CUP, and it is standard operating procedure for the applicant to work with CDOT on the highway access permit. Commissioner Hoying questioned the need for a CUP and Director Schminke explained that the CUP was required by City Code because of use requested.

The applicant, Charles "Chuck" Crow of M.V.E., Inc., Colorado Springs, introduced himself. He updated the Commission on the status of the project, which has been a long process, but they have made very significant process. They are currently working on an easement for the water line, everything appears to be ready to meet City requirements. The access permit is in CDOT's queue. The site will barely be visible from US24 because of the elevations. He asked for approval of the extension so they can move forward and contribute to the tax base.

The owner, Mike Cerquozzi of Gino LLC, A Colorado LLC, Lake George, suggested that the sidewalk requirement be changed because it would never be used to access Ute Pass Sand and Gravel, just outside of city limits. He proposed substituting the unnecessary sidewalk, which would cost \$35,000, with landscaping to eradicate the dirt hillside. But he will install the sidewalk if that is required.

Planning Commission clarified with Director Schminke that the sidewalk requirement is part of the original approval, and this application is only an extension request. Since staff was not aware that Mr. Cerquozzi wanted to discuss the conditions or requirements of the prior approval, it was not publicly noticed as a topic of discussion for tonight. A change in the conditions would be a variance to a standard in the code regulation. Some technical considerations, including property lines and CDOT ROW, would have to be analyzed. Per City Code, sidewalks are required for commercial projects. The approved ordinance does address a sidewalk.

Planning Commission asked about the construction schedule, and the applicant stated they are ready to break ground once City approval is granted. The Commission urged the applicant to work with City Staff to amend the application to remove the sidewalk requirement if desired.

Chair Hartsfield asked for public comment. With no one wishing to speak he then closed the public comment.

Planning Commissioners discussed that though the application expired in June, the applicant has shown good faith in working with the City by submitting and resubmitting the final plans and construction drawings, therefore the application has been active.

MOTION: Commissioner Larsen motioned, and Commissioner Dezellem seconded, that the Planning Commission recommend City Council approve a two year extension of Fred's Towing Conditional Use Permit and Site Plan: A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for a 2-year extension of the CUP and SPR approval

for Fred's Towing for a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (property address: 20499 US Hwy 24) in the Community Commercial (CC) zone pursuant to Municipal Code §18.57.090, and the approving Resolution shall say clearly that the development is still subject to all the conditions and dimensional specified in the original approval.

With no additional discussion, the Chair called for the vote:

YES: Newcom, Larsen, Hoying, Middleton, Hartsfield, Dezellem.

NO: None.

Motion carries 6 – 0.

The City Council Public Hearing is scheduled for Thursday, September 5, 2024 at 6:30 P.M.

5. WORK SESSION

A. Code Review Project – Review & Discussion

The work session was cancelled. Staff and the Code project consultant are working behind the scenes and are preparing to meet with PRAB to clarify their role in development application process.

6. REPORTS: Planning Director Schminke said the next Planning Commission meeting with a potential work session will be on September 12, 2024 at 6:30 p.m.

7. ADJOURN: The meeting was adjourned at 7:01 p.m.

Approved this _____ day of _____, 2024 by

Ken Hartsfield, Chair



2024 GENERAL APPLICATION

(Revised 1/1/2024)



Project # #A24-0069

Case # _____

Fee(s): See City of Woodland Park
Fees Sheet (Plus publication/recording
fees, as applicable)

(Pd) \$125.⁰⁰

check #2535

Type of Application (Check one or more as applicable)

- | | | |
|--|---|---|
| ☐ Site Plan Review Permitted Use | ☐ Special Use Permit | ☐ Preliminary Plat |
| ☐ Site Plan Review Conditional Use | ☐ Planned Unit Development (PUD) | ☐ Exemption Plat |
| ☒ Conditional Use Permit | ☐ PUD Amendment | ☐ Final Plat |
| ☐ Zoning Change | ☐ Appeal | ☐ Townhouse Plat |
| ☐ Extension of Development | ☐ Variance | ☐ Condominium Plat |

1. Applicant Information

- a. Applicant Name M.V.E., Inc. CHARLES CRUM (CHUCK)
- b. Project Coordinator ☒ Property Owner ☐
- c. Mailing Address 1903 LELARAY STREET,
- d. E-mail Address CHUCKC@MVERCIVIL.COM
- e. Phone Numbers Home _____ Work 719-635-5736 Mobile 719-314-7541

2. Property Owner Information (if different from above)

- a. Name MIKE CERQUOZZI GINO LLC, A CHANDLER LLC Project Contact? Yes ☐ No ☐
- b. Mailing Address 67 HORSE CREEK CIRCLE, LAKE GEORGE, CO 80922
- c. E-mail Address MCERQUOZZI@YAHOO.COM
- d. Phone Numbers Home _____ Work _____ Mobile 719-433-2931

3. Site Information

- a. Site Address 20499 US Hwy 24
- b. Lot 1 Block _____ Subdivision SUNNY GLEN RETREAT SUBDIVISION No. 2
- c. Property Zoning WPCC Lot Size 2.55 AC Acres ☒ Square Feet ☐

4. Is the property subject to covenants? Yes ☐ No ☒ If yes, then submit copy of covenants and current contact for HOA. It is the responsibility of the landowner to submit HOA approval with this application.

5. Project Information

- a. Project Name _____
- b. Brief Description of Project/Request _____
CONSTRUCT COMMERCIAL BUILDING W/ VEHICLE
STORAGE AREA.

Project Narrative (On a separate sheet provide additional project details and how the proposal complies with the applicable code requirements, which can be found in Section 8 of this application.)

5. Consultant Information (if applicable)

a. Architect

- i. Project Contact _____
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address P.O. Box 1595
- v. E-mail Address COLORADO SPRINGS CO 80901
- vi. Phone Numbers: Business 719-649-4886 Mobile 719-649-0560

b. Engineer

- i. Project Contact CHUCK CRUM, P.E.
- ii. Firm Name M.V.E., INC.
- iii. Physical Address 1903 Lalaray STREET
- iv. Mailing Address COLORADO SPRINGS, CO 80909
- v. E-mail Address chuckc@mvecivil.com
- vi. Phone Numbers: Business 719-635-5736 Mobile 719-314-7501

c. Planner SURVEYOR

- i. Project Contact RUSS WOOD, PLS
- ii. Firm Name Rampart Surveys, LLC
- iii. Physical Address 1050 Tamara Parkway
- iv. Mailing Address Woodland Park CO 80863
- v. E-mail Address Russ@rampartls.com
- vi. Phone Numbers: Business 719-687-0920 Mobile _____

d. Surveyor PLANNER

- i. Project Contact N/A
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

e. Other (specify role) N/A

- i. Project Contact _____
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

6. Submittal Requirements

The following items must be included at time of submittal (in addition to items on the submittal checklists) or the application will not be processed (additional copies may be requested).

Type of Application	24" x 36" Plan Set	11" x 17" Plan Set	Adobe Acrobat Portable Document Format (.pdf) electronic Plan Set on a flash drive	Warranty Deed or Title Policy	List of adjoining property owners within 150'	Copies of reports (narrative, traffic study, drainage, etc.)
All Types	1	1	1	1	1	1

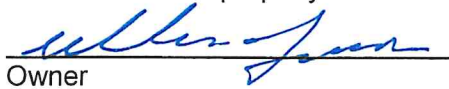
7. Applicable Code Sections

The following are the applicable code sections by type of application and are for assisting applicants in completing the required project narrative. The City of Woodland Park's Municipal Code can be found at www.city-woodlandpark.org/Charter&Code. Subdivision requirements are in Title 17 and Zoning is in Title 18 of the Municipal Code.

Type of Application	Applicable Code Sections
Site Plan Review Permitted Use	Chapters 18.34, 18.33 and 18.39
Site Plan Review Conditional Use	Chapters 18.34, 18.57, 18.33 and 18.39
Conditional Use Permit	Chapter 18.57 plus applicable site plan regulations
Zoning Change	There are no specific standards, but the applicant should provide supporting argument for a zoning change, including how it complies with the Comprehensive Plan
Special Use Permit	Chapter 18.61 plus applicable site plan regulations
Planned Unit Development	Chapters 18.30, 18.33, 18.39, Sections 17.20.070, and 17.20.080
Appeal	Chapter 18.54
Variance	Chapter 18.60
Preliminary Plat	Chapter 17.20 plus applicable subdivision sections
Exemption Plat	Section 17.52.030 plus applicable subdivision sections
Final Plat	Chapter 17.24 plus applicable subdivision sections
Townhouse Plat	Chapter 17.32 plus applicable subdivision sections
Condominium Plat	Chapter 17.32 plus applicable subdivision sections

8. Certification of Ownership

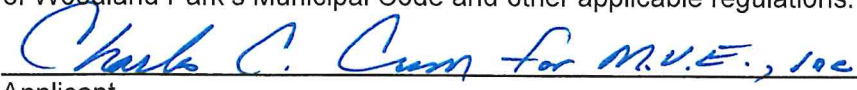
I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.

➡  12 July 2024
Owner Date

➡ _____
Owner Date

9. Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

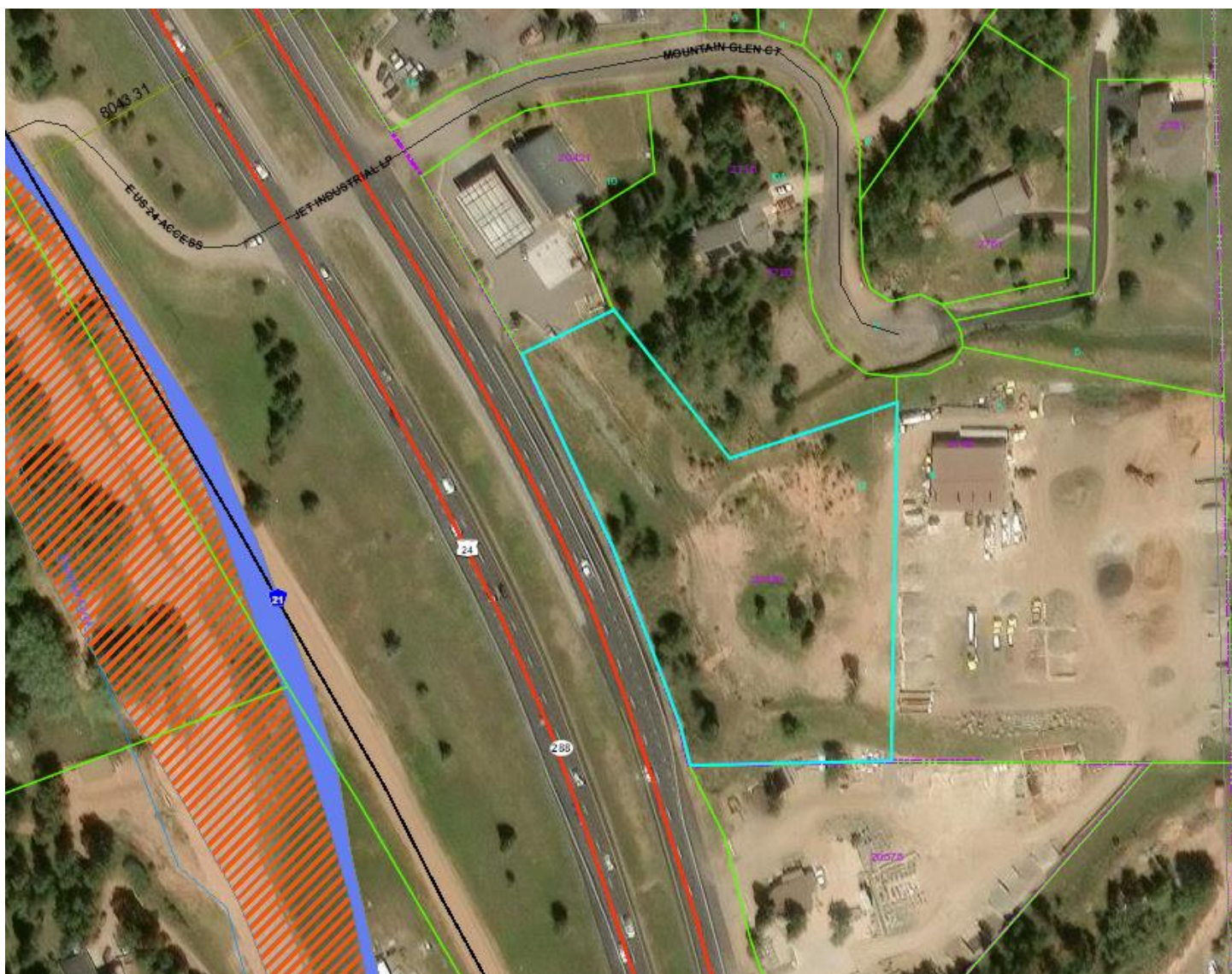
I certify that I understand that the proposed development is in accordance with all provisions of the City of Woodland Park's Municipal Code and other applicable regulations.

➡  07-12-24
Applicant Date

City Use Only

1. Submission _____, 20____, taken by _____
Fee Received _____, 20____, taken by _____
2. Application is deemed complete – OR – deemed incomplete and returned to applicant to complete on ____/____/____.
3. Public Hearing Notice
Published _____, 20____
Posted _____, 20____
Adjacent Property Notification _____, 20____.
4. Planning Commission Public Hearing _____, 20____.
Board of Adjustment Public Hearing (when applicable) _____, 20____.
5. City Council First Reading of Ordinance (if applicable) _____, 20____.
City Council Public Hearing _____, 20____.
Notes _____

6. Letter of Approval/Denial to applicant sent _____, 20____.
7. Additional Information



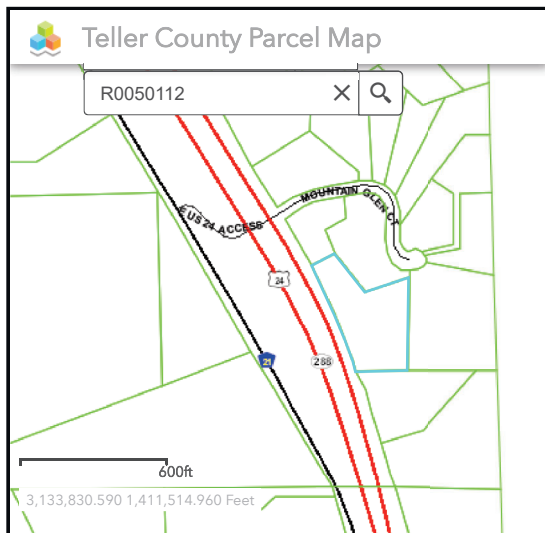
Teller County Property Records

Property Record

Acct No:R0050112



Map



[Full Screen Map](#) [Commercial Sales Map](#) [Comps Worksheet](#)

Ownership

Account No	R0050112
Parcel Id	6031.314090010
Notice of Value	PDF of 2023 Notice of Value
Actual	\$200,097
Assessed	\$55,830
Acct Type	Comm Vacant
Owner Name	GINO LLC, A COLORADO LLC

Location

Physical Address	20499 E US 24
School Dist	RE-2
Acres	2.552000
Map No.	6031
Tax Dist	60
Area	R C COMMERCIAL SUB
Brief Legal	L1 SUNNY GLEN RETREAT SUBDIVISION 2

Mailing Address 67 HORSE CREEK CIR

Brief Legal Description is not intended for use on legal documents

LAKE GEORGE, CO 808279075

Zoning

City Controlled Zoning

Zoning Information (provided by City of Woodland Park for Questions call 719-687-5202).

Land Attributes

Land Type	Abst Code	Acres
Commercial	0200	2.55

Building Information (provided by Assessor)

Transfers (provided by Assessor)

Sale Date	Reception No	Deed Type	Sale Price
10/30/2000	511201	Plat	\$0
07/18/2003	552586	Warranty Deed	\$100,000
06/18/2021	740187	Warranty Deed	\$205,000

Building Permits

Date	Permit No.	Description	Permit Issued By
------	------------	-------------	------------------

Property Tax History (provided by Treasurer)

Delinquent taxes are not shown on this website.

[Tax detail on Treasurers Web Site \(Note: Select Public User Login Button if prompted\).](#)

[Tax Payment Web site](#)

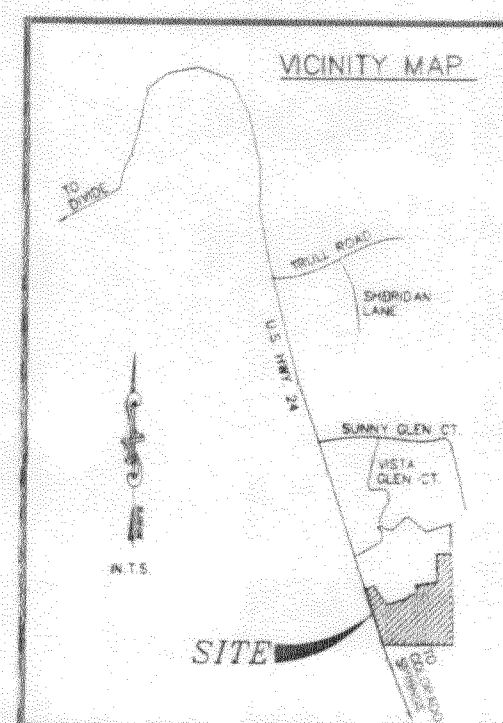
Authority	Mil Levy	Amount
TELLER COUNTY	12.807	\$715.02
RE-2 SCHOOL DIST	28.236	\$1,576.42
CITY OF WOODLAND PARK	12.75	\$711.83
NE TELLER COUNTY FIRE	13.1923	\$736.53
RAMPART LIBRARY	4.139	\$231.08
UTE PASS REGIONAL HEALTH	3.99	\$222.76
TOTAL	75.11430	\$4,193.64

Tax Year	Tax Amount
2023	\$4,193.64
2022	\$3,792.54
2021	\$3,773.56
2020	\$1,958.08
2019	\$1,944.82

About

The contributing Teller County Offices keep the information shown on this web site as current and as accurate as possible

SUNNY GLEN RETREAT SUBDIVISION FILING NO. 2
A REPLAT OF LOTS 5 AND 6, "R.C. COMMERCIAL SUBDIVISION" AND LOTS 8 AND 12,
"SUNNY GLEN RETREAT SUBDIVISION", IN THE EAST 1/2 OF SECT. 31, T12S., R68W
OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO



KNOW ALL MEN BY THESE PRESENTS:

THAT WOODLAND MEADOWS, L.L.C. AND CHRIS AND SUE PYLES, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACTS OF LAND:

TO WIT:

LOTS 5 AND 6, "R.C. COMMERCIAL SUBDIVISION", AS RECORDED IN PLAT BOOK M AT PAGES 19 AND 20 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND LOTS 8 AND 12, "SUNNY GLEN RETREAT SUBDIVISION", AS RECORDED IN PLAT BOOK AT PAGES AND OF SAID COUNTY RECORDS AND LOCATED IN THE EAST ONE-HALF (1/2) OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO AND CONTAINING 7.04 ACRES, MORE OR LESS.

DEDICATION:

THE UNDERSIGNED OWNERS HAVE CAUSED SAID LOTS TO BE REPLATTED INTO LOTS AND EASEMENTS AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY GRANT UNTO THE CITY OF WOODLAND PARK THOSE EASEMENTS, RIGHTS-OF-WAY AND AREAS FOR PUBLIC USE SHOWN ON THE PLAT. THE SOLE RIGHT AND AUTHORITY TO RELEASE OR CONVEY ALL OR ANY SUCH EASEMENT, RIGHT-OF-WAY AND AREAS FOR PUBLIC USE SHALL REMAIN EXCLUSIVELY VESTED IN THE CITY OF WOODLAND PARK. ALL STREETS ARE HEREBY DEDICATED TO THE CITY OF WOODLAND PARK FOR PUBLIC USE. ALL EASEMENTS SHALL RETAIN THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS. NO PERMANENT STRUCTURES EXCEPT FENCING SHALL BE ALLOWED ON ANY EASEMENT. THIS TRACT OF LAND AS HEREIN PLATTED SHALL BE KNOWN AS "SUNNY GLEN RETREAT SUBDIVISION FILING NO. 2" IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO.

IN WITNESS WHEREOF:

THAT DEWAYNE A. LEWIS, AS MANAGER OF WOODLAND MEADOWS L.L.C., HAS EXECUTED

THIS INSTRUMENT THIS 3rd DAY OF October, 2000, A.D.

Dewayne A. Lewis
DEWAYNE A. LEWIS, MANAGER

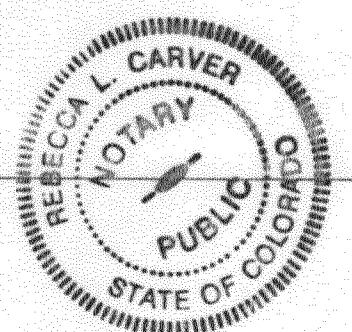
STATE OF COLORADO
COUNTY OF TELLER

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF October, 2000, A.D., BY DEWAYNE A. LEWIS, MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: My Commission Expires 9-18-02

Rebecca L. Carver
NOTARY PUBLIC



IN WITNESS WHEREOF:

THAT CHRIS PYLES AND SUE PYLES, OWNERS, HAVE EXECUTED

THIS INSTRUMENT THIS 4th DAY OF October, 2000, A.D.

Chris Pyles
CHRIS PYLES, OWNER

Sue Pyles
SUE PYLES, OWNER

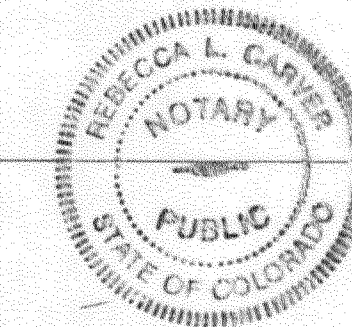
STATE OF COLORADO
COUNTY OF TELLER

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF October, 2000, A.D., BY CHRIS AND SUE PYLES, OWNERS.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: My Commission Expires 9-18-02

Rebecca L. Carver
NOTARY PUBLIC



SUBDIVIDER/OWNER:

WOODLAND MEADOWS, L.L.C.
P.O. BOX 9027
WOODLAND PARK, COLORADO 80866
719-687-9296

CHRIS AND SUE PYLES
20575 HIGHWAY 24
WOODLAND PARK, COLORADO 80863
719-687-3111

DESIGNER OF SUBDIVISION:

WOODLAND MEADOWS, L.L.C.
P.O. BOX 9027
WOODLAND PARK, COLORADO 80866
719-687-9296

PROFESSIONAL LAND SURVEYOR:

KEVIN F. LLOYD
RAMPART SURVEYS, INC.
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
(719) 687-0920

APPROVAL BY THE PLANNING COMMISSION:

APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF WOODLAND PARK, COLORADO THIS 24th

DAY OF August, 2000, A.D.

David L. Madden
CHAIRMAN
PLANNING COMMISSION

Patricia Mancini
ATTEST: RECORDING SECRETARY

APPROVAL BY THE CITY COUNCIL:

THIS PLAT AND THE DEDICATION TO THE PUBLIC OF THE STREETS AND PUBLIC WAYS SHOWN HEREON, AND THE PUBLIC UTILITY EASEMENTS AS SHOWN ARE HEREBY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, THIS 21st DAY OF September, 2000, A.D.

Patricia Mancini
MAYOR

Chris Morse
ATTEST: CITY CLERK

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS DIRECT SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



KEVIN F. LLOYD
COLORADO PROFESSIONAL
LAND SURVEYOR NO. 26965

DATE

COUNTY TREASURER:

ALL TAXES ASSESSED AND DUE ON THE PROPERTY DESCRIBED ABOVE HAVE BEEN PAID IN FULL.

SIGNED THIS 30th DAY OF October, 2000, A.D.

Sumner Helcomb
TELLER COUNTY TREASURER

RECORDING:

STATE OF COLORADO
COUNTY OF TELLER

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 9:30 O'CLOCK A. M.,

THIS 30th DAY OF OCTOBER, 2000, A.D., AND IS DULY RECORDED IN PLAT BOOK N/A AT

PAGE N/A UNDER RECEPTION NUMBER 511201 OF THE RECORDS OF
TELLER COUNTY, COLORADO.

FEES: \$20.00

BY: Anna M. Nuber, Deputy
TELLER COUNTY CLERK AND RECORDER

NOTES:

1. NO BUILDING PERMITS SHALL BE ISSUED FOR BUILDING SITES WITHIN THIS PLAT UNTIL ALL REQUIRED FEES HAVE BEEN PAID AND ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN INSTALLED AS SPECIFIED BY THE CITY OF WOODLAND PARK OR ALTERNATIVELY, UNTIL ACCEPTABLE ASSURANCES GUARANTEEING THE PAYMENT OF THE FEES AND THE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN PLACED ON FILE WITH THE CITY OF WOODLAND PARK. ALL EXPENSES INVOLVED IN NECESSARY IMPROVEMENTS TO THE WATER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, DRAINAGE SYSTEM AND STREET SYSTEM SHALL BE FINANCED BY THE SUBDIVIDER, NOT THE CITY. THE APPROVAL OF THIS PLAT MAY BE WITHDRAWN IF ALL CONDITIONS OF APPROVAL ARE NOT MET.
2. ALL BEARINGS USED HEREIN ARE BASED UPON THE MOST SOUTHERLY LINE OF "R.C. COMMERCIAL SUBDIVISION", AS RECORDED IN PLAT BOOK M AT PAGES 19 AND 20 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER AND "SUNNY GLEN RETREAT SUBDIVISION" AS RECORDED IN PLAT BOOK AT PAGES AND OF SAID COUNTY RECORDS AND MONUMENTED BY A REBAR AND RED CAP STAMPED "RAMPART PLS 26965" AT THE SOUTHWEST CORNER OF LOT 12, SUNNY GLEN RETREAT SUBDIVISION AND BY A 1/2" REBAR (NO CAP) AT THE SOUTHEAST CORNER OF LOT 5, R.C. COMMERCIAL SUBDIVISION AND ASSUMED TO BEAR N89°55'46"E PER THE RECORDED PLAT OF SUNNY GLEN RETREAT SUBDIVISION.
3. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY RAMPART SURVEYS FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD. RAMPART SURVEYS RELIED ON TITLE COMMITMENT NO. K065291A99, EFFECTIVE DATE OF NOVEMBER 8th, 1999 AND ISSUED BY SECURITY TITLE GUARANTY COMPANY, FOR OWNERSHIP AND EASEMENTS OF RECORD.
4. ALL DIMENSIONS FOUND HEREIN REFLECT ACTUAL DIMENSIONS BETWEEN MONUMENTS AND A RETRACEMENT OF ADJOINING BOUNDARIES BASED ON SAID MONUMENTS. THEREFORE, THOSE DIMENSIONS MAY VARY FROM PREVIOUSLY RECORDED PLATTED DIMENSIONS.
5. DUE TO THE UNIQUE PROPERTIES SURROUNDING THIS SUBDIVISION, THE PLACEMENT OF ALL UTILITIES SHALL BE LOCATED WITHIN THE DESIGNATED EASEMENTS OR WITHIN THE DESIGNATED ROAD RIGHT-OF-WAY.
6. THIS PLAT HEREBY DEDICATES FOR PUBLIC UTILITIES AND DRAINAGE AN EASEMENT 10 FEET ON EACH SIDE OF ALL SIDE LOT LINES AND 20 FEET ON ALL REAR LOT LINES.
7. IT IS UNDERSTOOD THAT EACH LOT WILL REQUIRE AN INDIVIDUAL WASTE-WATER TREATMENT SYSTEM AND SHALL BE AN AEROBIC ENGINEERED SYSTEM PER CITY/COUNTY REQUIREMENTS.
8. THE EASEMENT IDENTIFIED UPON THE PLAT SHALL BE AVAILABLE TO THE PUBLIC FOR ACCESS TO THE NATIONAL FOREST ACCESS AS SHOWN ON THE PLAT.
9. THE EASEMENT SHOWN ON THIS PLAT CROSSING LOT 3 IS A COMMON INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF SAID LOT 3 AND FOR LOTS 7 AND 9 OF SUNNY GLEN RETREAT SUBDIVISION.

SECTION 31, T12S, R68W OF THE 6th P.M.,
WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS

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

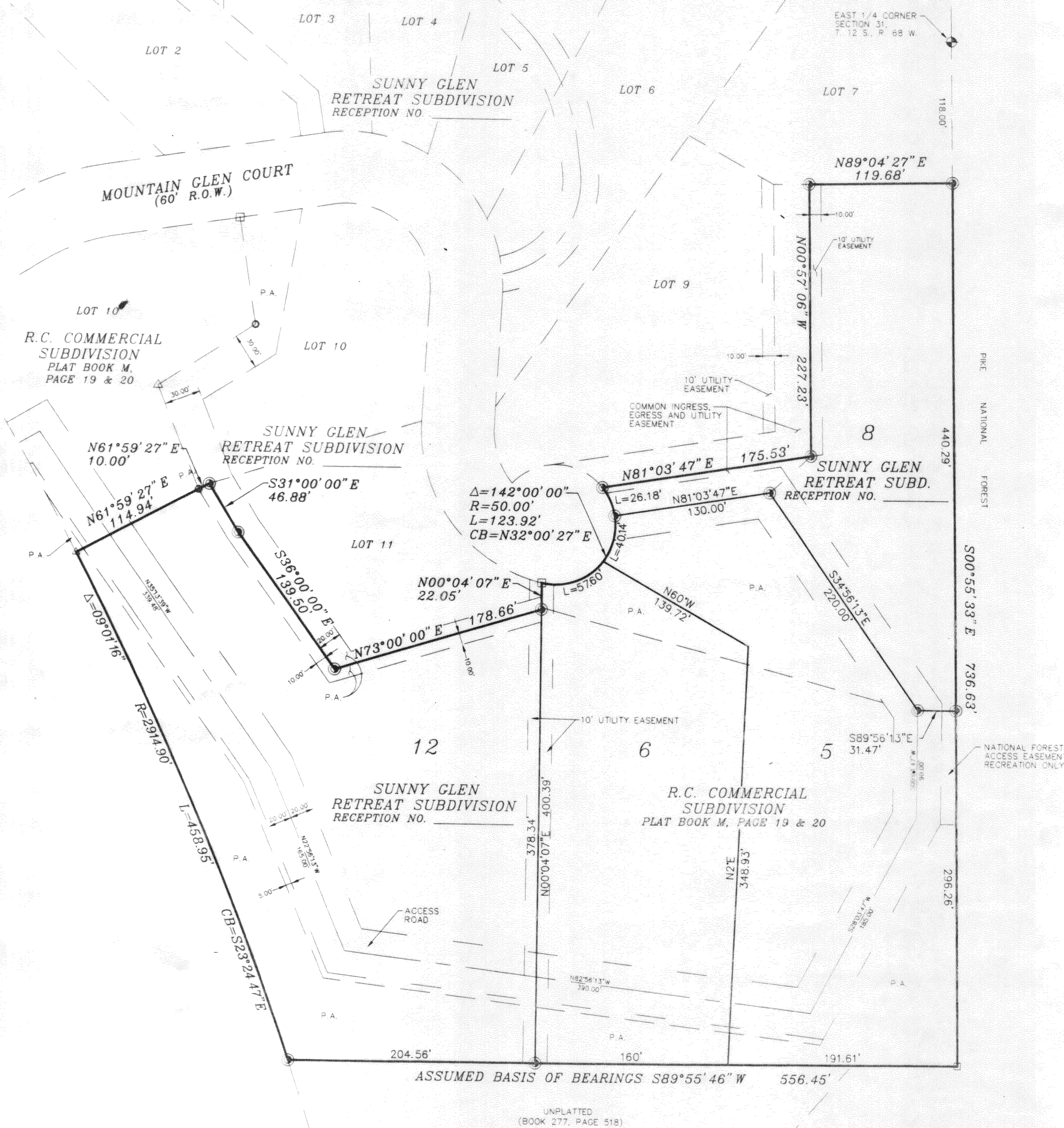


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PAGE 1 OF 2

SUNNY GLEN RETREAT SUBDIVISION FILING NO. 2

A REPLAT OF LOTS 5 AND 6, "R.C. COMMERCIAL SUBDIVISION" AND LOTS 8 AND 12, "SUNNY GLEN RETREAT SUBDIVISION", IN THE EAST 1/2 OF SECT. 31, T12S., R68W OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

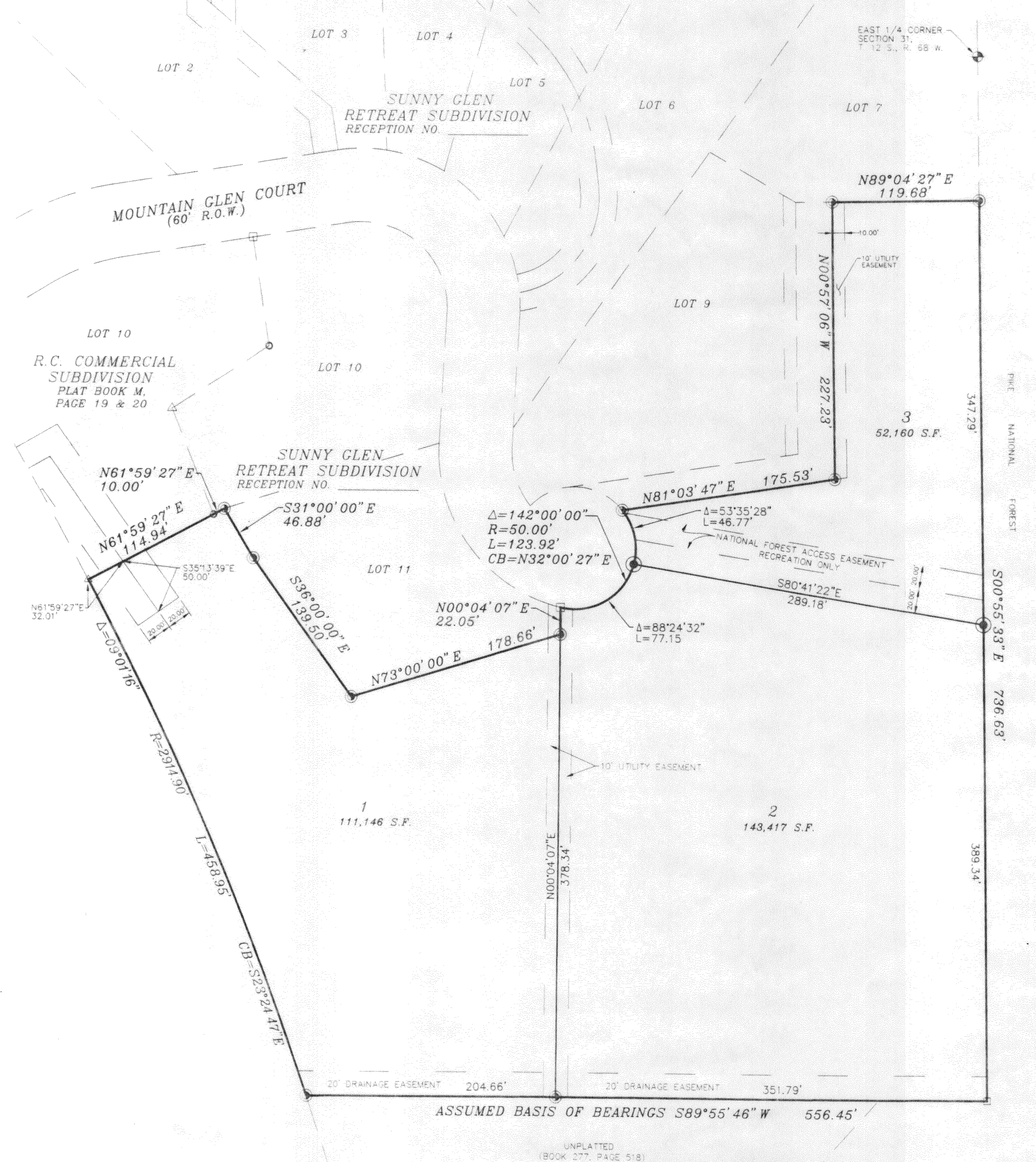
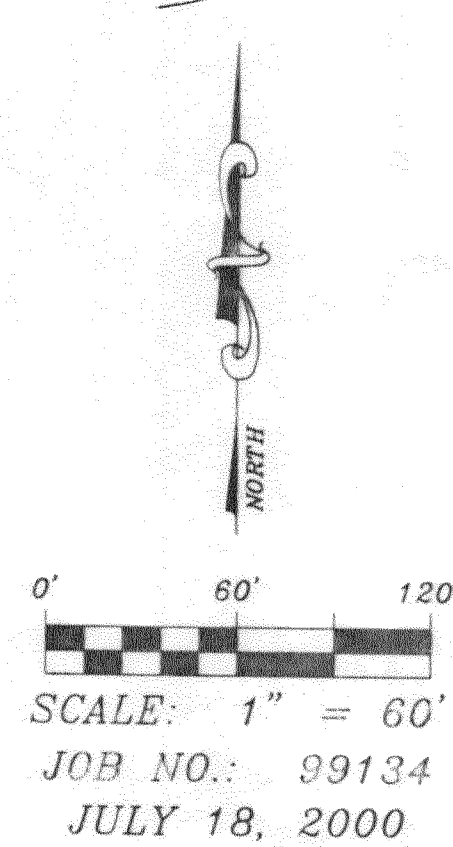
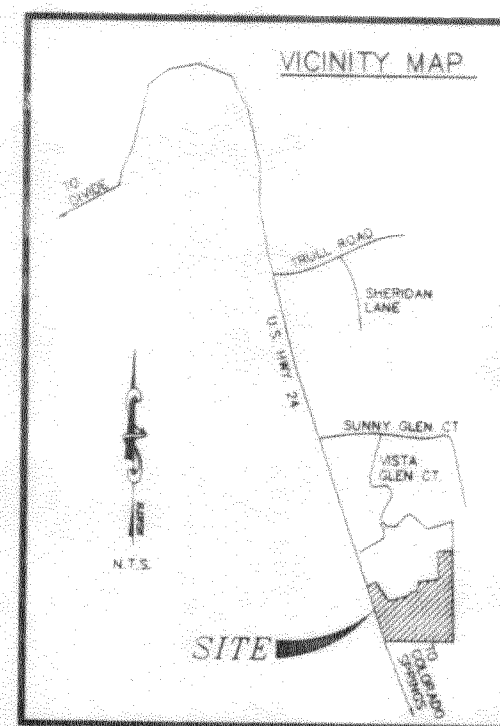


AS PLATTED

NOTE: ONLY PLATTED BEARINGS AND DISTANCES SHOWN

LEGEND:

- SET REBAR AND RED CAP STAMPED "RAMPART PLS 26965"
- ① FOUND REBAR AND RED CAP STAMPED "RAMPART PLS 26965"
- FOUND REBAR AND YELLOW CAP STAMPED "LS 12043"
- FOUND 1/2" REBAR (NO CAP)
- △ FOUND 1/2" REBAR AND ILLEGIBLE YELLOW CAP
- ⬤ FOUND 2-1/2" U.S. G.L.O. BRASS CAP (1/4 CORNER)



AS REPLATTED

NOTE: ONLY MEASURED BEARINGS AND DISTANCES SHOWN

SECTION 31, T12S., R68W OF THE 6th P.M., WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART SURVEYS

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

DRAWING: 9913408

PAGE 2 OF 2

CITY OF WOODLAND PARK ORDINANCE NO. 1423, SERIES 2022

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT WITH A SITE PLAN REVIEW FOR THE PURPOSE OF ALLOWING A TOW COMPANY TO CONSTRUCT AND UTILIZE A COMMERCIAL BUILDING WITH VEHICLE STORAGE AREA ON LOT 1, SUNNY GLEN RETREAT SUBDIVISION FILING NO. 2 (2730 MOUNTAIN GLEN COURT) IN THE COMMUNITY COMMERCIAL (CC) ZONE

WHEREAS, the City of Woodland Park has received a request for a Conditional Use Permit with Site Plan Review for the purpose of constructing an 8,086-square foot building to include automotive bays, an exterior tow yard, and associated site improvements for a tow company business at 2730 Mountain Glen Court, Woodland Park, Colorado (Lot 1, Sunny Glen Retreat Subdivision Filing No. 2) within the Community Commercial (CC) Zone District; and

WHEREAS, an application to establish said conditional use has been accepted and considered pursuant to Municipal Code Chapter 18.57; and

WHEREAS, pursuant to Municipal Code Sections 18.57.050 and 18.72.060 and Charter Sections 7.6 and 15.7.b.1, a notice of the public hearings was published, a sign was posted, letters were mailed to adjacent property owners; and

WHEREAS, the Woodland Park Planning Commission considered the request on May 12, 2022 and recommended approval based on evidence contained in the staff report and presented at public hearing; and

WHEREAS, City Council considered the request, the Planning Commission recommendation, the staff recommendation, and after holding a public hearing on June 16, 2022, hereby finds that based on evidence contained in the staff report and presented at the public hearing, the request meets the standards for granting a Conditional Use Permit; and

NOW, THEREFORE, THE CITY OF WOODLAND PARK, COLORADO, ORDAINS:

Section 1. Approval. The Conditional Use Permit for a commercial building with vehicle storage area use for the Property is hereby approved subject to the following conditions:

1. All development impact fees must be paid prior to ZDP issue including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
2. All exterior lighting, if any, shall be downcast and shielded with a temperature of 3,000 K or warmer and shall not exceed twenty-five feet in height.
3. Pursuant to MC 18.33.180, at least 20% of parcel shall remain as open space.

4. Pursuant to MC 18.33.180.D, healthy existing significant trees shall be preserved to the extent reasonably feasible and may be used to satisfy landscaping and open space requirements.
5. Prior to the issuance of a building permit, the property owner shall submit for and receive approval of
 - a. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.;
 - b. Teller County Environmental Health Department approval for a septic system with an acceptable oil separator system;
 - c. Infrastructure Zoning Development Permit, fees-in-lieu shall be submitted pursuant to MC 18.33.170, for the installation of curb and gutter and sidewalks along Highway 24; and
 - d. Zoning Development Permits and Building Permits for all new construction, including:
 - i. All Civil/Construction drawings
 - ii. Final Drainage Report
 - iii. Final Landscaping Plan
 - iv. Final Site Plan
 - v. Final Floor Plan and Elevations
 - vi. Final Grading, Sediment and Erosion Control Plan (with BMPs)
 - vii. Final Utility Plan (water, sewer, power, etc.)
 - viii. Final Photometric Plan
 - ix. CO Stormwater Permit/Stormwater Management Plan
6. Hours of operation shall be limited to dawn (no earlier than 7 am) to dusk (no later than 9 pm) Monday through Friday. After hours emergency operations are permitted subject to emergency requirements.
7. Uses shall not include any activity involving the use or storage of flammable or explosive material unless protected by adequate fire-fighting and fire suppression equipment and by such safety devices as are normally used in handling any such material.
8. No smoke, odor, vibration, glare or particulate emissions shall be permitted which can cause damage to health, animals, vegetation, or affect properties beyond the parcel boundaries.
9. Notwithstanding any conditions herein, this CUP does not grant a noise relief permit and the use/business shall at all times be subject to MC 9.41 Noise.

Section 2. Recitals. The recitals contained in this Ordinance constitute the findings of City Council and are incorporated herein by reference.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING
PUBLIC HEARING THIS 2nd DAY OF June, 2022.



The Honorable Mayor Hilary LaBarre

ATTEST:



City Clerk Suzanne Leclercq

APPROVED AS TO FORM:



City Attorney Nina Williams

**NOT A
CONSTRUCTION DOCUMENT**

THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION PURPOSES. IT IS PREPARED FOR THE CITY OF WOODLAND PARK DEVELOPMENT PLAN APPROVAL PROCESS ONLY. IT IS REQUIRED THAT ANY SUBSEQUENT CONSTRUCTION PLANS ADHERE TO THE APPROVED DEVELOPMENT PLAN.

ABBREVIATIONS

B.K., PG	PLAT BOOK, PAGE
BLDG	BUILDING
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CONC	CONCRETE
C&G	CURB & GUTTER
ESMT	EASEMENT
EX/PP	EXISTING/PROPOSED
FF	FINISHED FLOOR GRADE
FSSFB	FULL SPECTRUM SAND FILTER BASIN
GEC	GRADING & EROSION CONTROL
PCM	PERMANENT CONTROL MEASURE
P.I.E.	PUBLIC IMPROVEMENT EASEMENT
PVMT	PAVEMENT
REF	REFERENCE
R.N.	RECEPTION NUMBER
R.O.W.	RIGHT-OF-WAY
SD/SDMH	STORM DRAIN/STORM DRAIN MANHOLE
STD	STANDARD
SW	SIDEWALK
TYP	TYPICAL

SITE PLAN SPECIFIC NOTES

1. INSTALL CONCRETE SIDEWALK
2. INSTALL STORMWATER PIPE
3. INSTALL ASPHALT PAVEMENT
4. INSTALL FULL SPECTRUM SAND FILTER BASIN
5. INSTALL CONCRETE/RIPRAP EMERGENCY SPILLWAY
6. INSTALL RIP-RAP (TYP)
7. INSTALL PARKING LOT STRIPING
8. INSTALL CHAIN LINK FENCE
9. INSTALL MASONRY BLOCK RETAINING WALL
10. INSTALL ACCESS GATE
11. TRASH RECEPTACLE
12. CAUTION: EXISTING ELECTRIC FACILITIES. PRESERVE IN-PLACE. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER

LEGEND

-----	PROPERTY LINE
-----	EASEMENT LINE
-----	LOT LINE
-----	BUILDING SETBACK LINE
-----	ADJACENT PROPERTY LINE

-----	EXISTING INDEX CONTOUR
-----	EXISTING INTERMEDIATE CONTOUR
-----	CONCRETE AREA
-----	ASPHALT AREA
-----	CURB AND GUTTER
-----	BUILDING/ BUILDING OVERHANG
-----	TREE

-----	PROPOSED INDEX CONTOUR
-----	PROPOSED INTERMEDIATE CONTOUR
-----	CONCRETE AREA
-----	ASPHALT AREA
-----	BASE COURSE AREA
-----	BUILDING/ BUILDING OVERHANG
-----	SCREENED CHAIN LINK FENCE
-----	TOP OF WALL/GRADE AT BOTTOM OF WALL
-----	TOP OF CURB/FLOWLINE
-----	SPOT ELEVATION
-----	FL = FLOWLINE
-----	TSW = TOP OF SIDEWALK
-----	FINISHED FLOOR ELEVATION

-----	12" PVC WATER MAIN (PUBLIC)
-----	WATER SERVICE LINE
-----	WATER VALVE
-----	FIRE HYDRANT
-----	ELECTRIC TRANSFORMER/VAULT
-----	4" PVC SAN SEWER SERVICE
-----	SANITARY SEWER CLEANOUT/ DOUBLE CLEANOUT
-----	ELECTRIC METER & SERVICE LINE

SITE PLAN

2730 MOUNTAIN GLEN COURT

WOODLAND PARK, COLORADO

SITE DATA

OWNER	GINO LLC, A COLORADO LLC 67 HORSE CREEK CIRCLE LAKE GEORGE, CO 80927	CURRENT ADDRESS	2730 MOUNTAIN GLEN CT
APPLICANT	MIKE CERQUOZZI 67 HORSE CREEK CIRCLE LAKE GEORGE, CO 80927 (719) 433-2931	ZONING	WPCC
ENGINEER	M.V.E. INC. CHARLES C. CRUM, P.E. 1903 LELARAY STREET COLORADO SPRINGS, CO 80909 Ph (719) 635-5736 Fax (719) 635-5450 CHUCKC@MVECIVIL.COM	LAND USE	COMMERCIAL
PARCEL ID	6031.314090010	ACREAGE	2.550± ACRES
LEGAL DESCRIPTION	LOT 1, SUNNY GLEN RETREAT SUBDIVISION 2	COVERAGE	STRUCTURE = 3,500 sf. (3.2%) PAVEMENT = 4,080 sf. (3.7%) GRAVEL = 40,360 sf. (36.3%) LANDSCAPING = 63,138 sf. (56.8%)
		PARKING	OFFICE USE (1 SP / 400 SF) = 850 SF. = 3 SPACES WAREHOUSE/DISTRIBUTION USE (1 SPACE / 1000 SF) = 2650 SF. = 3 SPACES REQUIRED SPACES = 6 SPACES PROVIDED SPACES = 6 SPACES REQUIRED ADA SPACES = 1 SPACE PROVIDED ADA SPACES = 1 SPACE

ADA NOTE

THE PARTIES RESPONSIBLE FOR THIS PLAN HAVE FAMILIARIZED THEMSELVES WITH ALL CURRENT ACCESSIBILITY CRITERIA AND SPECIFICATIONS AND THE PROPOSED PLAN REFLECTS ALL SITE ELEMENTS REQUIRED BY THE APPLICABLE ADA DESIGN STANDARDS AND GUIDELINES AS PUBLISHED BY THE UNITED STATES DEPARTMENT OF JUSTICE. APPROVAL OF THIS PLAN BY THE CITY OF WOODLAND PARK DOES NOT ASSURE COMPLIANCE WITH THE ADA OR ANY REGULATIONS OR GUIDELINES ENACTED OR PROMULGATED UNDER OR WITH RESPECT TO SUCH LAWS.

SHEET INDEX

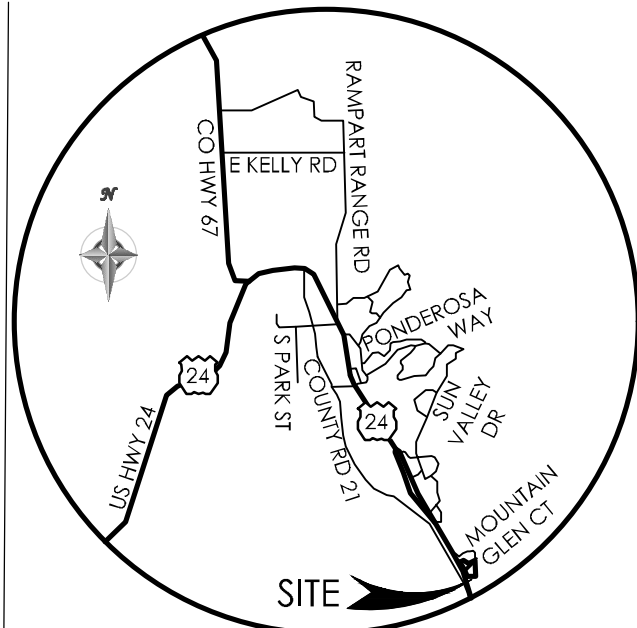
CUP1.1 (SHEET 1 OF 8)	SITE PLAN	61159-CUP-SP
CUP1.2 (SHEET 2 OF 8)	PRELIMINARY GRADING PLAN	61159-CUP-PG
CUP1.3 (SHEET 3 OF 8)	PRELIMINARY UTILITIES PLAN	61159-CUP-PU
CUP1.4 (SHEET 4 OF 8)	ELEVATIONS	61159-CUP-EL1
CUP1.5 (SHEET 5 OF 8)	ELEVATIONS	61159-CUP-EL2
CUP1.6 (SHEET 6 OF 8)	DETAILS	61159-CUP-DS
CUP1.7 (SHEET 7 OF 8)	LANDSCAPING	61159-CUP-LS1
CUP1.8 (SHEET 8 OF 8)	LANDSCAPING	61159-CUP-LS2

FLOODPLAIN STATEMENT

NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SFHA) AS INDICATED ON THE FLOOD INSURANCE RATE MAPS (FIRM) FOR TELLER COUNTY, COLORADO AND INCORPORATED AREAS - MAP NUMBER 08119C0209 D, EFFECTIVE DECEMBER 7, 2018.

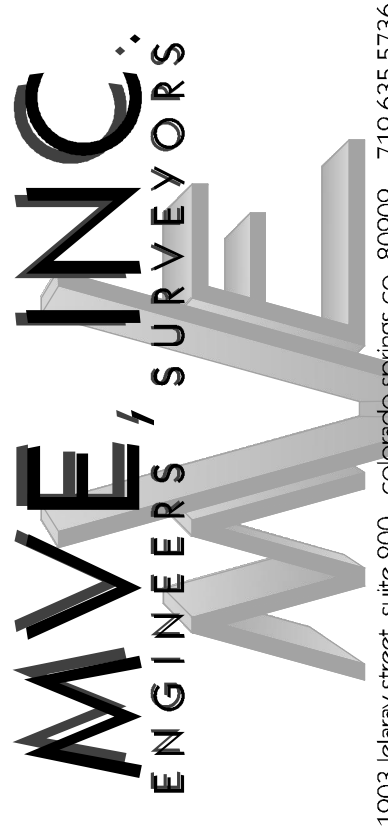
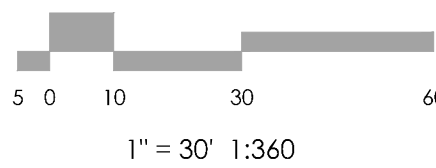
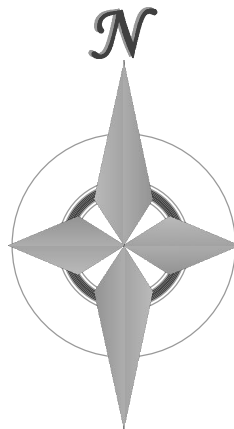
NOTES

1. THE PARTIES RESPONSIBLE FOR THIS PLAN HAVE FAMILIARIZED THEMSELVES WITH ALL CURRENT ACCESSIBILITY CRITERIA AND SPECIFICATIONS AND THE PROPOSED PLAN REFLECTS ALL SITE ELEMENTS REQUIRED BY THE APPLICABLE ADA DESIGN STANDARDS AND GUIDELINES AS PUBLISHED BY THE UNITED STATES DEPARTMENT OF JUSTICE. APPROVAL OF THIS PLAN BY THE CITY OF WOODLAND PARK DOES NOT ASSURE COMPLIANCE WITH THE ADA OR ANY OTHER FEDERAL OR STATE ACCESSIBILITY LAWS OR ANY REGULATIONS OR GUIDELINES ENACTED OR PROMULGATED UNDER OR WITH RESPECT TO SUCH LAWS. SOLE RESPONSIBILITY FOR COMPLIANCE WITH FEDERAL AND STATE ACCESSIBILITY LAWS LIES WITH THE PROPERTY OWNER.
2. SITE SIGNAGE IS NOT APPROVED WITH THIS PLAN.
3. ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS MAP ARE FROM UTILITY MAIN RECORD MAPS AND UTILITY SERVICE LOCATION MAPS. THE LOCATION OF UTILITIES AS SHOWN ARE APPROXIMATE. ALL UTILITIES MAY NOT BE SHOWN OR MAY NOT HAVE BEEN LOCATED. BELOW GROUND UTILITY LOCATIONS WERE NOT PERFORMED.
4. THE EXISTING TOPOGRAPHY SHOWN ON THIS PLAN WAS PREPARED BY MVE, INC. USING DATA PROVIDED BY RAMPART SURVEYS, LLC (FIRMS DATUM, NGVD '29).
5. UNLESS OTHERWISE INDICATED, ALL ABBREVIATED ELEVATIONS ARE TO HAVE 8,000' ADDED TO THE DISPLAYED VALUE.
6. THESE DEVELOPMENT PLAN SHEETS ARE NOT A CONSTRUCTION PLAN SET. THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION PURPOSES. IT IS PREPARED FOR THE CITY OF WOODLAND PARK DEVELOPMENT PLAN APPROVAL PROCESS ONLY. IT IS REQUIRED THAT ANY SUBSEQUENT CONSTRUCTION PLANS ADHERE TO THE APPROVED DEVELOPMENT PLAN.



VICINITY MAP
NOT TO SCALE

BENCHMARK



1903 Lelaray Street, Suite 200 Colorado Springs CO 80909 719.635.5736

REVISIONS

DESIGNED BY
DRAWN BY
CHECKED BY
AS-BUILT BY
CHECKED BY

2730 MOUNTAIN GLEN COURT

CONDITIONAL USE
SITE PLAN

CUP1.1
MVE PROJECT 61159
MVE DRAWING CUP-SP

DECEMBER 28, 2021
SHEET 1 OF 8

PCD FILE NO.

CITY OF WOODLAND PARK ORDINANCE NO. 1423, SERIES 2022

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT WITH A SITE PLAN REVIEW FOR THE PURPOSE OF ALLOWING A TOW COMPANY TO CONSTRUCT AND UTILIZE A COMMERCIAL BUILDING WITH VEHICLE STORAGE AREA ON LOT 1, SUNNY GLEN RETREAT SUBDIVISION FILING NO. 2 (2730 MOUNTAIN GLEN COURT) IN THE COMMUNITY COMMERCIAL (CC) ZONE

WHEREAS, the City of Woodland Park has received a request for a Conditional Use Permit with Site Plan Review for the purpose of constructing an 8,086-square foot building to include automotive bays, an exterior tow yard, and associated site improvements for a tow company business at 2730 Mountain Glen Court, Woodland Park, Colorado (Lot 1, Sunny Glen Retreat Subdivision Filing No. 2) within the Community Commercial (CC) Zone District; and

WHEREAS, an application to establish said conditional use has been accepted and considered pursuant to Municipal Code Chapter 18.57; and

WHEREAS, pursuant to Municipal Code Sections 18.57.050 and 18.72.060 and Charter Sections 7.6 and 15.7.b.1, a notice of the public hearings was published, a sign was posted, letters were mailed to adjacent property owners; and

WHEREAS, the Woodland Park Planning Commission considered the request on May 12, 2022 and recommended approval based on evidence contained in the staff report and presented at public hearing; and

WHEREAS, City Council considered the request, the Planning Commission recommendation, the staff recommendation, and after holding a public hearing on June 16, 2022, hereby finds that based on evidence contained in the staff report and presented at the public hearing, the request meets the standards for granting a Conditional Use Permit; and

NOW, THEREFORE, THE CITY OF WOODLAND PARK, COLORADO, ORDAINS:

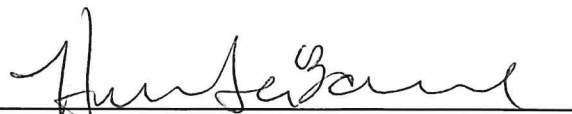
Section 1. Approval. The Conditional Use Permit for a commercial building with vehicle storage area use for the Property is hereby approved subject to the following conditions:

1. All development impact fees must be paid prior to ZDP issue including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
2. All exterior lighting, if any, shall be downcast and shielded with a temperature of 3,000 K or warmer and shall not exceed twenty-five feet in height.
3. Pursuant to MC 18.33.180, at least 20% of parcel shall remain as open space.

4. Pursuant to MC 18.33.180.D, healthy existing significant trees shall be preserved to the extent reasonably feasible and may be used to satisfy landscaping and open space requirements.
5. Prior to the issuance of a building permit, the property owner shall submit for and receive approval of
- a. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.;
 - b. Teller County Environmental Health Department approval for a septic system with an acceptable oil separator system;
 - c. Infrastructure Zoning Development Permit, fees-in-lieu shall be submitted pursuant to MC 18.33.170, for the installation of curb and gutter and sidewalks along Highway 24; and
 - d. Zoning Development Permits and Building Permits for all new construction, including:
 - i. All Civil/Construction drawings
 - ii. Final Drainage Report
 - iii. Final Landscaping Plan
 - iv. Final Site Plan
 - v. Final Floor Plan and Elevations
 - vi. Final Grading, Sediment and Erosion Control Plan (with BMPs)
 - vii. Final Utility Plan (water, sewer, power, etc.)
 - viii. Final Photometric Plan
 - ix. CO Stormwater Permit/Stormwater Management Plan
6. Hours of operation shall be limited to dawn (no earlier than 7 am) to dusk (no later than 9 pm) Monday through Friday. After hours emergency operations are permitted subject to emergency requirements.
7. Uses shall not include any activity involving the use or storage of flammable or explosive material unless protected by adequate fire-fighting and fire suppression equipment and by such safety devices as are normally used in handling any such material.
8. No smoke, odor, vibration, glare or particulate emissions shall be permitted which can cause damage to health, animals, vegetation, or affect properties beyond the parcel boundaries.
9. Notwithstanding any conditions herein, this CUP does not grant a noise relief permit and the use/business shall at all times be subject to MC 9.41 Noise.

Section 2. Recitals. The recitals contained in this Ordinance constitute the findings of City Council and are incorporated herein by reference.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING
PUBLIC HEARING THIS 2nd DAY OF June, 2022.



The Honorable Mayor Hilary LaBarre

ATTEST:



City Clerk Suzanne Leclercq

APPROVED AS TO FORM:



City Attorney Nina Williams

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1480
(Series of 2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, SUBMITTING A BALLOT QUESTION TO THE ELECTORS OF THE CITY ASKING WHETHER THE 1.09% SALES TAX ADOPTED BY CITY VOTERS IN 2016 TO BENEFIT THE SCHOOL DISTRICT OUGHT TO BE REPEALED.

WHEREAS, Woodland Park voters in 2016 approved a 1.09% increase in the City sales tax, with the proceeds pledged to the Woodland Park School District for “educational purposes,” and

WHEREAS, the population and the nature of the leadership at both the City and at the School District have changed substantially since 2016, and

WHEREAS, the school tax obliges Woodland Park retail merchants to collect tax at a higher rate than their competitors in surrounding jurisdictions, so that the City can transfer approximately \$3.2 million dollars annually over to the school district, and

WHEREAS, voters in only a very few Colorado municipalities have taken the unusual step of adopting a City tax and pledging the proceeds to the local school district, and

WHEREAS, most Colorado school districts must impose their own taxes, and the local school board is thus answerable to its own voters, rather than to a local City Council, for how such local tax dollars are spent, and

WHEREAS, the attenuated and indirect accountability of the School District to District (and City) taxpayers as to how the School District spends the proceeds of this tax is contrary to the public interest. and

WHEREAS, the 2016 tax places the Woodland Park City Council in the awkward and novel position of having to oversee School District expenditure of City tax revenues, a function the City would not have to perform if the School Board went directly to their own voters for their funding needs.

WHEREAS, in light of the unusual nature of this tax and changes in the Woodland Park School District and in the City of Woodland Park since 2016,

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

Section 1. **Referral to voters; effective date.** Pursuant to the Charter, the Colorado Constitution, and C.R.S. § 31-11-111, this ordinance shall be submitted to the electors of the City and shall

become effective if approved by the majority of the voters at the municipal special election to be held on November 5, 2024:

Section 2. Effective June 30, 2025, Section 3.08.030(A) of the Woodland Park Code shall be amended as follows:

- A. There is levied a tax or excise upon all sales of tangible personal property and services specified in Section 3.08.050. Except as provided in this subparagraph, the rate levied shall be ~~four and nine hundredths (4.09)~~ three (3.00) percent.

Section 3. The ballot title for the proposal shall be as follows:

SHALL THE CITY'S 1.09% SALES TAX, THE PROCEEDS OF WHICH ARE ANNUALLY TURNED OVER TO THE WOODLAND PARK SCHOOL DISTRICT, BE REPEALED, WHERE THE EFFECT OF A "YES" VOTE IS TO REPEAL THE TAX, AND THE EFFECT OF A "NO" VOTE IS TO CONTINUE THE TAX?	YES _____ NO _____
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PASSED BY THE CITY COUNCIL FOLLOWING PUBLIC HEARING THIS _____ DAY OF AUGUST 2024.

City of Woodland Park

Kellie Case, Mayor

ATTEST:

City Clerk, Suzanne Leclercq

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO.1481
(Series 2024)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND PARK,
COLORADO, PERTAINING TO FIREARMS ON CITY PROPERTY**

WHEREAS, the City of Woodland Park, Colorado (“City”) has been duly organized and validly exists as a Home Rule City under Article XX, Section 6 of the Colorado Constitution and the City Charter; and

WHEREAS, pursuant to Section 7.2 of the City Charter, the City Council (“Council”) shall act by ordinance, resolution, or motion and all legislative enactments of a permanent nature shall be in the form of ordinances; and

WHEREAS, in the most recent legislative session the Colorado General Assembly enacted, and Governor Polis signed, Senate Bill 24-131 (“SB24-131”) which went into effect on July 1, 2024 and prohibited the carrying of a firearm in “sensitive spaces” recognized by the United States Supreme Court in *N.Y. State Rifle & Pistol Ass’n v. Bruen*, 597 U.S. 1 (2022); and

WHEREAS, SB24-131 established that sensitive spaces where open and concealed carrying of a firearm are prohibited include certain state and local government buildings and property; courthouses or buildings used for court proceedings; schools, colleges, universities, seminaries, and licensed childcare centers; and polling places, ballot drop boxes, and other places where ballot counting and related election activities are taking place; and

WHEREAS, SB24-131 included an “opt-out” provision authorizing a local government to enact an ordinance, regulation, or other law permitting a person to carry a firearm at certain local government spaces specified in the bill; and

WHEREAS, Council recognizes and affirms that the Second Amendment to the United States Constitution protects the right of persons to keep and bear arms and the Supreme Court of the United States has held that states and local governments may, consistent with the Second Amendment, regulate the carrying firearms in sensitive places; and

WHEREAS, Council finds and determines that City Council members, appointed officials, employees, and other individuals within City Hall and the Ute Pass Cultural Center who hold a valid concealed carry permit issued pursuant to Colorado law are permitted to carry a concealed handgun within City Hall, Council Chambers, on City Hall property, the Ute Pass Cultural, and the Ute Pass Cultural Center property; and

WHEREAS, Council finds and determines that the parameters set forth in the preceding paragraph are necessary for the immediate preservation of the public peace, health, and safety for the following reasons:

- (a) *Self-Defense*: Allowing City Council members, appointed officials, employees, and other individuals within City Hall and the Ute Pass Cultural Center with a valid concealed carry permit to carry a concealed handgun at City Hall and the Ute Pass Cultural Center is essential to self-defense and enables individuals to protect themselves in case of an immediate danger to life and safety;
- (b) *Deterrence*: Allowing City Council members, appointed officials, employees, and other individuals within City Hall and the Ute Pass Cultural Center with a valid concealed carry permit to carry a concealed handgun at City Hall and the Ute Pass Cultural Center may act as a deterrent against potential attackers and individuals with malicious intent and could dissuade individuals from attempting violent acts against citizens and officials at City Hall and the Ute Pass Cultural Center;
- (c) *Permit Holder Training*: Individuals who hold a valid permit to carry a concealed handgun under part 2 of article 12 of Title 18, C.R.S., have undergone stringent background checks and have completed required training on the responsible, defensive carrying of a handgun;
- (d) *Equality and Uniformity*: City Council members, appointed officials, employees, and other individuals should have the same right to protect themselves at their place of City employment and governance as they have in their homes and as other citizens may have in private places of employment;
- (e) *Emergency Preparedness in Rural and Remote Areas*: City Hall and the Ute Pass Cultural Center are located in a rural area where substantial law enforcement resources and presence is limited. Allowing City Council members, appointed officials, employees, and other individuals within City Hall and the Ute Pass Cultural Center who hold a valid concealed carry permit to carry a concealed handgun at City Hall and the Ute Pass Cultural Center can provide an additional layer of security and emergency preparedness for Council members, appointed officials, employees, other individuals, and visitors particularly where emergency response times may be prolonged in comparison to urban settings; and

WHEREAS, on June 27, 2024, Council previously adopted Ordinance No. 1478, *An Ordinance of the City Council of the City of Woodland Park, Colorado, Pertaining to Firearms on City Property and Determining an Emergency with Respect Thereto*; and

WHEREAS, Section 7.7 of the City Charter establishes that an emergency ordinance shall not be in effect longer than ninety (90) days after passage and shall not be extended as an emergency ordinance; and

WHEREAS, in light of SB24-131 and the upcoming expiration of the aforementioned emergency ordinance concerning this matter, Council finds and determines that the continuing and uninterrupted ability for City Council members, appointed officials, employees, and other individuals who hold a valid concealed carry permit to carry a concealed handgun at City Hall and

the Ute Pass Cultural Center, with certain exceptions, is necessary for the preservation of public health, welfare, peace, and safety; and

WHEREAS, Title 9 of the City's Municipal Code addresses public peace, morals, and welfare and Chapter 9.70 therein contains regulations and restrictions regarding dangerous or deadly weapons; and

WHEREAS, in light of the foregoing, Council finds it is appropriate to implement amendments to Chapter 9.70, dangerous or deadly weapons, by the amendment of section 9.70.080, Exceptions.

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

Section 1. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by City Council.

Section 2. Section 9.70.080, Exceptions, of Chapter 9.70, Dangerous or Deadly Weapons, is hereby amended to read as follows:

9.70.080 - Exceptions.

- A.** Nothing in Sections 9.70.010 through 9.70.070 shall be construed to forbid any enforcement officer of the various law enforcement agencies of the city, the United States government, or the state of Colorado, or any sheriff or his deputies, or any regular, special or ex officio peace officer from carrying, wearing or using such weapon as shall be necessary in the proper discharge of his duties.
- B.** Nothing in Sections 9.70.010 through 9.70.070 shall be construed to forbid City Council members, appointed officials, employees, and other individuals within City Hall and the Ute Pass Cultural Center who hold a valid concealed carry permit issued pursuant to C.R.S. § 18-12-201, et seq. to carry a concealed handgun at City Hall, City Hall property, the Ute Pass Cultural Center, and the Ute Pass Cultural Center property including, but not limited to, the chambers or galleries where City Council Chambers are located and meetings of the City Council are conducted, the official office of any elected or appointed official or of City Staff, and the adjacent parking areas.
- C.** Carrying a firearm, whether loaded or not loaded, in a building or portion of a building, including adjacent parking areas, used for municipal court proceedings (1) while municipal court is in session, or (2) while law enforcement personnel, defense counsel personnel, or municipal court personnel are engaged in any activities in connection with a municipal court proceeding remains prohibited by state statute, except for law enforcement or security personnel for such building or portion of a building used for such municipal court proceedings.

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 15TH DAY OF AUGUST, 2024.**

City of Woodland Park

Kellie Case, Mayor

ATTEST:

City Clerk, Suzanne Leclercq



STAFF REPORT

TO: Mayor Case and City Council

FROM: Kip Wiley, Deputy City Manager/Director of Operations

DATE: September 5, 2024

SUBJECT: Approval of Ordinance No. 1482, Series 2024, amending Title 13 of the Municipal Code concerning Utilities to adopt a new code, Section 13.08.110 regarding financial relief for unexplained high water meter readings. (A)
(Presenter Utilities Director Wiley)

BACKGROUND: ITEM:

Ordinance 1482 series 2024, a new code section implementing a process for providing financial relief for unexplained high water meter readings.

BACKGROUND:

The City's Utilities Director and Utility staff have researched, analyzed, and studied the current water resources within Woodland Park, as well as the future needs and anticipated development of the community, which will result in the adoption of several plans and recommended processes. In the course of this research, analysis, and study it was concluded that the City's policy concerning financial relief for unexplained high water meter readings, as set forth in Resolution No. 264, Series 1993, needs to be amended in recognition of advancements in water meter reading technology since 1993 and to reflect the current organizational structure and abilities of the Woodland Park Utilities Department. The City Council has also directed the City Manager to revamp Resolution 264.

The Utilities Advisory Committee (UAC) along with the City's Utility Department have researched and reviewed other municipal processes and has also discussed processes to apply within the City of Woodland Park. The City staff has also consulted with the City Attorney to provide Woodland Park water customers and The City Council an Ordinance that is appropriate for Woodland Park water customers and the City's Water Enterprise Fund. This Ordinance includes a detailed process for qualification, exclusions, procedural requirements and available relief. There is also an appeal section if the customer believes the decision is not justified. The UAC has recommended approval of Ordinance 1482 and directed staff to bring this Ordinance to City Council for final consideration and implementation.

-

RECOMMENDATION: Approve Ordinance 1482 providing a new code section addressing financial relief for unexplained high water meter readings

ATTACHMENTS: 1. 1482 Ordinance - High Water Meter Reading

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1482
(Series 2024)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO AMENDING TITLE 13 OF THE MUNICIPAL CODE CONCERNING
UTILITIES TO ADOPT A NEW SECTION 13.08.110 REGARDING FINANCIAL
RELIEF FOR UNEXPLAINED HIGH WATER METER READINGS**

WHEREAS, the City of Woodland Park, Colorado (“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 Section 7.2 of the City Charter, the City Council (“Council”) shall act by ordinance, resolution, or motion and all legislative enactments of a permanent nature shall be in the form of ordinances;

WHEREAS, pursuant to Section 12.4 of the City Charter, the City Council “shall, by ordinance, establish rates, rules, and regulations for services provided by City owned utilities;” and

WHEREAS, the City Utilities Director and his staff have researched, analyzed, and studied the current water resources within Woodland Park, as well as the future needs and anticipated development of the community, which will result in the adoption of several plans and recommended processes; and

WHEREAS, in the course of this research, analysis, and study it was concluded that the City’s policy concerning financial relief for unexplained high water meter readings, as set forth in Resolution No. 264, Series 1993, needs to be amended in recognition of advancements in water meter reading technology since 1993 and to reflect the current organizational structure and abilities of the Woodland Park Utilities Department and the City; and

WHEREAS, in light of the foregoing, the City finds it is necessary for the health, safety, and welfare of its customers to adopt an Ordinance reflecting modernized procedures regarding financial relief for unexplained high water meter readings; and

WHEREAS, the City finds it is appropriate to repeal and replace Resolution No. 264, Series 1993, with an amendment to Title 13 of the Woodland Park Municipal Code regarding Water Rates for the foregoing reasons.

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

Section 1. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by the City Council.

Section 2. *Repeal and Replacement.* Resolution No. 264, Series 1993, *Policy Concerning Unexplained High Water Meter Readings* is hereby repealed and replaced by the addition of Section 13.08.110 to the Woodland Park Municipal Code pursuant to Sections 7.2 and 12.4 of the City Charter.

Section 3. The Woodland Park Municipal Code is hereby amended by the addition of the following Sections to Title 13 concerning Utilities and Chapter 13.08 – Water – Rates to read in its entirety as follows:

CHAPTER 13.08.110 – FINANCIAL RELIEF FOR UNEXPLAINED HIGH WATER METER READINGS

Sec. 13.08.110 – Financial Relief for Unexplained High Water Meter Readings.

(a) *Preliminary Criteria to be Considered for Financial Relief from Unexplained High Water Meter Readings.*

(1) A customer shall meet the following preliminary criteria in order to be considered for financial relief from unexplained high water meter readings:

(A) The customer must have a minimum of thirteen (13) consecutive months of water and sewer usage at the service address in question;

(B) The customer's account must be in good standing; and

(C) The customer shall not have received financial relief for unexplained high water meter readings within the preceding three (3) year period at the address at issue.

(2) If a customer does not meet the preliminary criteria set forth in subsection (a)(1)(A)-(C) above, their request for consideration for financial relief for high water meter readings shall be denied without further consideration.

(b) *Exclusions.*

(1) The following events shall be excluded from consideration of financial relief for unexplained high water meter readings:

(A) Water loss due to theft, vandalism, or construction damage;

(B) Reclaimed water accounts;

(C) Construction water accounts; and

(D) When a leak is identified by a plumber licensed to do business in the City of Woodland Park and the Utilities Department following their inspections as set forth in subsection (c)(3) – (c)(4).

(c) *Procedural Requirements to be Considered for Financial Relief from Unexplained High Water Meter Readings.*

- (1) Unexplained water usage must represent an increase in usage that is substantially above normal monthly fluctuations in a water and sewer bill in the amount of ten (10) times a customer's average bill for the month in question.
 - (A) No more than three (3) years of the customer's water and sewer bills at the subject address shall be used in calculating the monthly average.
- (2) A customer has fourteen (14) calendar days from the date a water and sewer bill is available to them in a paperless/electronic statement, the date their water and sewer bill is postmarked if they are not enrolled in paperless/electronic billing, or the date City staff otherwise notifies them that they have an unusually high water and sewer bill to submit written notification to the Utilities Department that they are declaring it an unexplained high water meter reading situation or advising them that they identified the cause of the issue.
- (3) A Utilities Department employee shall inspect the customer's premises within fourteen (14) calendar days of receipt of a timely written customer notification asserting an unexplained high water meter reading.
 - (A) The Utilities Department employee's inspection shall focus on determining if leaks, evidences of leaks, or evidence of recent repairs explain the high water meter usage.
 - (B) The Utilities Department employee who conducts such inspection shall submit a written report containing the outcome of their inspection to the Utilities Director within five (5) business days after conducting the same.
- (4) A plumber licensed to do business in the City of Woodland Park has twenty-eight (28) calendar days from the date the customer sends written notification of an unexplained high water meter reading to the Utilities Department to inspect the plumbing fixtures served.
 - (A) The inspecting plumber must prepare a signed, written statement describing their inspection and identifying the location and a description of the source of any and all leaks, evidence of leaks, or evidence of recent repairs that would explain the high water meter usage.
 - (B) The customer must submit the plumber's signed, written statement to the Utilities Director no later than seven (7) calendar days after the date the plumber inspected the subject premises.
- (5) The Utilities Director, or his designee, shall have fourteen (14) calendar days after the date the requirements set forth in subsection (c)(1) – (c)(3) are completed to submit a

written recommendation to the Utilities Advisory Committee and the Customer that contains the following information:

(A) A determination as to whether or not the high water usage was explained or unexplained; and

(B) A recommendation of the relief to be provided to the customer, if any.

(6) The Utilities Advisory Committee shall review the written report set forth in subsection (c)(4) at their next regularly scheduled meeting and shall issue a written determination stating its conclusions as to whether or not the high water meter usage was explained or unexplained and the relief to be provided, if any.

(A) The written determination shall be sent to Utilities Director and the Customer no later than fourteen (14) calendar days after the meeting in which a decision was made.

(d) *Available Relief.*

(1) The Utilities Advisory Committee shall provide any combination of the following relief it deems appropriate to a customer whose high water meter reading occurred due to an unexplained reason:

(A) A credit to the customer's account not to exceed the amount billed to the customer during the month of the unexplained high water meter usage;

(B) No more than 50% of the cost of the plumber's visit as required in subsection (c)(3) above; and/or

(C) A waiver of late fees accrued during the investigation of a suspected unexplained high water meter reading.

(e) *Appeal.*

(1) A customer may submit a written appeal of the Utilities Advisory Committee's decision to the City Manager no later than fourteen (14) calendar days after the date the Utility Advisory Committee transmits its written determination to the Customer.

(A) The City Manager shall have fourteen (14) calendar days after receipt of the appeal to submit a written determination to the customer, the Utilities Advisory Committee, and the Utilities Director affirming the Utilities Advisory Committee's written determination or overturning it and providing any combination of relief set forth in subsection (d)(1) above.

(B) The City Manager's decision is final.

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 from and after its publication as required.

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: Ben Schmitt, City Engineer

DATE: September 5, 2024

SUBJECT: Agreement between RME Ltd, LLL dba Elite Surface Infrastructure and the City of Woodland Park in the amount of \$1,277,149 for MMOF Sidewalk, ped ramp, and trail reconstruction. (A) (Presenter Ben Schmitt, Director of Public Works)

BACKGROUND:

The following goals and actions were identified in the 2030 comprehensive plan: Transportation Action 1.3.1 Implement Pavement Management Plan, Transportation Objective 1.3 Complete Streets. To achieve these goals In 2021, the City updated it's Pedestrian Ramp Inventory to prioritize pedestrian crossings which need repair or replacement. The City applied for a grant for Multimodal Transportation and Mitigation Options Funds (MMOF) and entered into an agreement with CDOT for a 50/50 cost share to address many of the ramps and trail repair identified in the ramp inventory.

Under a partnership agreement with CDOT, the State fund contribution to this project will be \$524,307.

Using plan sets developed from Basis (one of the City's on Call Engineering Firms) in 2023, Staff solicited competitive bids through the City's Online procurement portal for this project. Staff received two competitive bids back, and the low bidder was Elite Surface Infrastructure in the amount of \$1,110,564.65. Staff is asking for the approval of \$1,277,149 which includes a 15% contingency to be managed by Staff if additional scope is discovered/required during construction.

RECOMMENDATION: Approve agreement between RME Ltd, LLL dba Elite Surface Infrastructure and the City of Woodland Park in the amount of \$1,277,149 for MMOF Sidewalk, ped ramp, and trail reconstruction.

ATTACHMENTS:

1. 24100 Const NTP Woodland Park - Junior
2. MMOF ESI Construction Contract ESI signed
3. 8_1_2024 - CITY OF WOODLAND PARK - ENGINEERING CONTRACTS
OL2 - PO_ 400002337 - O (27564906) (1) (1)-1



COLORADO

Department of Transportation

Region 2

NOTICE TO PROCEED

Contract – 21-HA2-XC-00070

Option Letter 2 – 21-HA2-XC-00070-ZM0002

Date: August 16, 2024

Ben Schmitt
Director of Public Works
Town of Woodland Park
P.O. Box 900
Manitou Springs, CO 80829

PROJECT INFORMATION:

CODE: MTF M381-021

NUMBER: 24100

SAP PO #: 400002337

DESCR: Woodland Park Ped Improvements MMO

The **option letter to encumber the construction phase** has been executed for the Woodland Park Ped Improvements MMO, projects 24100, MTF M381-021, PO 400002337; therefore, please consider this letter your Notice to Proceed. This authorization is effective **August 16, 2024**. You are hereby given permission to perform the work in accordance with the terms and conditions of the contract.

Important, please note: Work performed prior to the effective date may not be charged to CDOT and cannot be paid.

In addition, any change in the character or complexity of the work must be discussed with CDOT Project Manager immediately.

If you have any questions, please call me at 719-251-6980 or email me at felipe.rodriguez@state.co.us

Sincerely,

Felipe Rodriguez

Junior Rodriguez





CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this “Agreement”) is entered into this _____ day of _____, 2024 by and between the City of Woodland Park, Colorado (hereinafter referred to as the “Owner”) and Elite Surface Infrastructure (hereinafter referred to as the “Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows: includes rehabilitation of approximately 5,000 LF of the Centennial Trail along CO 67 replace approximately 50 non-compliant ADA ramps and sidewalks.

ARTICLE 2 THE PROJECT

- 2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: 20.ST.004 MMOF sidewalk, Ped Ramp & Trail Reconstruction (the “Project”).

ARTICLE 3 ENGINEER

- 3.01 Basis Partners shall serve as construction management engineer who is hereinafter called Engineer and who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4 WORKER WITHOUT AUTHORIZATION EMPLOYMENT

- 4.01 Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with workers without authorization to work within the State of Colorado. By entering into this Agreement, Contractor certifies that as of the date of this Agreement it does not knowingly employ or contract with anyone not authorized to perform work within the State of Colorado who will perform work under the public contract for services.

ARTICLE 5 CONTRACT TIMES

5.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 Days to Achieve Substantial Completion and Final Payment

- A. Contractor shall achieve Substantial Completion within __120__ calendar days of the



issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 120 calendar days of the issuance by the Owner of a Notice to Proceed.

5.03 Liquidated Damages

- A. Contractor understands and agrees that time is an essential condition of this Agreement. Contractor further understands and agrees that delay in completion of the project will cause Owner to suffer substantial losses and damages which cannot be measured, including without limitation the loss of revenues for services, loss of other revenue incidental to the operation of the facility, additional engineering, legal, accounting and administrative costs, reduced public confidence and adverse public relations which would reduce future revenues, and additional interest and financing costs and charges if the Work is not completed within the times specified above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or mediation proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring proof of such losses and damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for final completion and readiness for final payment until the Work is finally complete and ready for final payment.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.
- D. Any liquidated damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for liquidated damages, then Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.
- E. The aggregate liability of Contractor to pay liquidated damages pursuant to this Article shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Article shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract.
- F. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 6 CONTRACT PRICE

- 6.01 Owner shall pay Contractor one million one hundred and ten thousand five hundred and sixty four dollars and sixty five cents (\$ 1,110,564.65) for completion of the Work as full



compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

ARTICLE 7 PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Engineer.

7.02 Progress Payments; Retainage

- A. Owner shall make progress payments towards the Contract Price, less five percent (5%) for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Engineer, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Engineer's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

7.03 Final Payment

- A. Upon final completion and acceptance of the Work as recommended by the Engineer, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 8 PROJECT WARRANTIES

- 8.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work satisfactorily to Owner. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 9 INSURANCE

- 9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this Article and the insurance has been approved by the City Administrator or his designee. The City of Woodland Park shall be named as an additional insured. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved



subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Liability insurance with minimum combined single limits for bodily injury of not less than One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Owner as Certificate Holder and name the Owner, and its elected officials, officers, employees, and agents as additional insured parties.

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

10.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within



the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.
- K. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Bidding Documents;
 - 3. General Conditions;
 - 4. Supplementary Conditions;
 - 5. Technical Specifications;
 - 6. Measurement and Payment Provisions;
 - 7. Construction Plans;
 - 8. Labor & Materials Payment Bond;
 - 9. Performance Bond;
 - 10. _____;
 - 11. _____; and
 - 12. Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- B. There are no Contract Documents other than those listed above in this Article.
- C. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 12 PERFORMANCE BOND



- A. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the City for its review and approval. The City shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance Bond shall be held by the City through the two (2) year Project Warranties period specified in this Agreement.

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification

- A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

13.02 Assignment of Contract

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

13.03 Successors and Assigns

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

13.04 Severability

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

13.05 Independent Contractor

The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee



relationship with the Owner other than as a contracting party and independent contractor/ The Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

13.06 No Waiver of Governmental Immunity

Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or pursuant to any other applicable laws.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Owner and Contractor have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

CITY OF WOODLAND PARK

Name: _____
Title: _____

ATTEST:

CONTRACTOR

Name: _____
Title: _____

ATTEST:



CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this “Agreement”) is entered into this _____ day of _____, 2024 by and between the City of Woodland Park, Colorado (hereinafter referred to as the “Owner”) and Elite Surface Infrastructure (hereinafter referred to as the “Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows: includes rehabilitation of approximately 5,000 LF of the Centennial Trail along CO 67 replace approximately 50 non-compliant ADA ramps and sidewalks.

ARTICLE 2 THE PROJECT

- 2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: 20.ST.004 MMOF sidewalk, Ped Ramp & Trail Reconstruction (the “Project”).

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- 3.01 Basis Partners shall serve as construction management engineer who is hereinafter called Engineer and who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

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- 4.01 Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with workers without authorization to work within the State of Colorado. By entering into this Agreement, Contractor certifies that as of the date of this Agreement it does not knowingly employ or contract with anyone not authorized to perform work within the State of Colorado who will perform work under the public contract for services.

ARTICLE 5 CONTRACT TIMES

5.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 Days to Achieve Substantial Completion and Final Payment

- A. Contractor shall achieve Substantial Completion within __120__ calendar days of the



issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 120 calendar days of the issuance by the Owner of a Notice to Proceed.

5.03 Liquidated Damages

- A. Contractor understands and agrees that time is an essential condition of this Agreement. Contractor further understands and agrees that delay in completion of the project will cause Owner to suffer substantial losses and damages which cannot be measured, including without limitation the loss of revenues for services, loss of other revenue incidental to the operation of the facility, additional engineering, legal, accounting and administrative costs, reduced public confidence and adverse public relations which would reduce future revenues, and additional interest and financing costs and charges if the Work is not completed within the times specified above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or mediation proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring proof of such losses and damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.
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- E. The aggregate liability of Contractor to pay liquidated damages pursuant to this Article shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Article shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract.
- F. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 6 CONTRACT PRICE

- 6.01 Owner shall pay Contractor one million one hundred and ten thousand five hundred and sixty four dollars and sixty five cents (\$ 1,110,564.65) for completion of the Work as full



compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

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- A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Engineer.

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- A. Upon final completion and acceptance of the Work as recommended by the Engineer, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

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- 8.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work satisfactorily to Owner. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 9 INSURANCE

- 9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this Article and the insurance has been approved by the City Administrator or his designee. The City of Woodland Park shall be named as an additional insured. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved



subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Liability insurance with minimum combined single limits for bodily injury of not less than One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Owner as Certificate Holder and name the Owner, and its elected officials, officers, employees, and agents as additional insured parties.

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

10.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within



the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.
- K. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
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 - 3. General Conditions;
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 - 5. Technical Specifications;
 - 6. Measurement and Payment Provisions;
 - 7. Construction Plans;
 - 8. Labor & Materials Payment Bond;
 - 9. Performance Bond;
 - 10. _____;
 - 11. _____; and
 - 12. Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- B. There are no Contract Documents other than those listed above in this Article.
- C. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 12 PERFORMANCE BOND



- A. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the City for its review and approval. The City shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance Bond shall be held by the City through the two (2) year Project Warranties period specified in this Agreement.

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification

- A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

13.02 Assignment of Contract

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

13.03 Successors and Assigns

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

13.04 Severability

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

13.05 Independent Contractor

The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee



relationship with the Owner other than as a contracting party and independent contractor/ The Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

13.06 No Waiver of Governmental Immunity

Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or pursuant to any other applicable laws.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Owner and Contractor have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

CITY OF WOODLAND PARK

Name: _____
Title: _____

ATTEST:

CONTRACTOR



Name: Nathan Amsinger
Title: Vice President

ATTEST:



IGA OPTION LETTER

Date 07/30/2024	State Fiscal Year 2025	Option Letter No. 2
Project Code MTF M381-021 (24100)	Original Contract # 21-HA2-XC-00070	

Vendor Name: **CITY OF WOODLAND PARK****SUBJECT**

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

REQUIRED PROVISIONS

In accordance with the terms of the original Agreement 21-HA2-XC-00070 between the State of Colorado, Department of Transportation and CITY OF WOODLAND PARK, the State hereby exercises the option to add a phase that will include construction and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is now increased by **\$435,051.00**. A new **Exhibit C-2** is made part of the original Agreement and replaces **Exhibit C-1**.

The total encumbrance as a result of this option and all previous options and/or amendments is now **\$524,307.00**, as referenced in **Exhibit C-2**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: **\$1,048,614.00** as referenced in **Exhibit C-2**.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS**State of Colorado:****Jared S. Polis, Governor**

DocuSigned by:

*Keith Stefanik*Date: **8/12/2024**By: **Keith Stefanik, P.E.**, Chief EngineerFor: **Shoshana M. Lew**, Executive Director, Colorado Department of Transportation**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

State Controller**Robert Jaros, CPA, MBA, JD**

DocuSigned by:

Loni Copelano

By: _____

BDA801C5CFAC478...

Date: **8/12/2024**

State \$ LA Work

EXHIBIT C-2 FUNDING PROVISIONS

City of Woodland Park – MTF M381-021 (24100)

A. Cost of Work Estimate

The City of Woodland Park has estimated the total cost of the Work to be \$1,048,614.00, which is to be funded as follows:

1. FUNDING			
a.	State Funds (50% of MMOF Award)		\$524,307.00
b.	Local Agency Funds (50% of MMOF Award)		\$524,307.00
TOTAL FUNDS ALL SOURCES			\$1,048,614.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY			
a.	State Funds Budgeted		\$524,307.00
b.	Less Estimated State Share of CDOT-Incurred Costs		\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY		50%	\$524,307.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY		50%	\$524,307.00
TOTAL PROJECT ESTIMATED FUNDING		100.00%	\$1,048,614.00
3. FOR CDOT ENCUMBRANCE PURPOSES			
a.	Total Encumbrance Amount (Only State funds are encumbered)		\$524,307.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS			\$524,307.00

WBS Element 24100.10.30	Performance Period Start*/End Date N/A	Design 3020	\$89,256.00
WBS Element 24100.20.10	Performance Period Start*/End Date N/A	Const. 3301	\$435,051.00

*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the State funds for this Work is 50% State funds to 50% Local Agency funds, and this ratio applies only to the \$1,048,614.00 that is eligible for State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$1,048,614.00, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$1,048,614.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described in A1. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$524,307.00. For CDOT accounting purposes, the State funds of \$524,307.00 will be encumbered, but the Local Agency funds of \$524,307.00 will NOT be encumbered. The total budget of this project is \$1,048,614.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**