



City of Woodland Park

City Council

November 7, 2024 at 6:30 PM

AGENDA

5:30 PM - City Council 2025 Budget Worksession.

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Congratulations to Rylan Gibson on his Eagle Scout project at the Meadowood Sports Complex Hockey Rink.(A)
(Presenter Communications Coordinator Kristen Higgenbotham)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the October 17, 2024, regularly scheduled City Council Meeting. (A)
 - B. Approval of a Master Service Agreement between the City of Woodland Park and Respec for the permitting of access points and road design for the proposed reservoir in the amount of \$356,191. (A)
 - C. Approval of a proposal between the City of Woodland Park and Vivid Engineering Group for the Geotechnical investigation of the dam site and the secondary access point construction for the proposed reservoir in the amount of \$522,294. (A)
 - D. Approval of the September 2024 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. (A)
(Presenter City Manager Aaron Vassalotti)
 - E. Approval to purchase a Multihog from Hardline Equipment for \$164,027.49.
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)
9. **PUBLIC HEARINGS**
(Public comment may be heard)
 - A. Approval of Ordinance No. 1484, Series 2024, an Ordinance of the Woodland Park City Council, Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of a Business that Cultivates, Processes, or Dispenses Natural Medicine and the

Establishment of any Business, Occupation, or Operation for Healing Centers.
(L)
(Presenter City Attorney Williams)

- B.** Approval of a transfer of a Hotel and Restaurant Liquor License located at 106-108 East Midland Avenue, Woodland Park Colorado from Good Thai Eats to Soranai Srasom dba Sushi Thai. (QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)

10. NEW BUSINESS

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

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

12. ADJOURNMENT

Key to agenda abbreviations:

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

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

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



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: November 7, 2024

SUBJECT: Congratulations to Rylan Gibson on his Eagle Scout project at the Meadowood Sports Complex Hockey Rink.(A)
(Presenter Communications Coordinator Kristen Higgenbotham)

BACKGROUND: This past summer (August), a young man in our community working towards earning his Eagle Scout rank spearheaded an incredible community service project. Rylan Gibson of Woodland Park and two of his young friends and fellow scout members erected a flagpole at Meadow Wood Sports Complex. This pole is located at the hockey rink, proudly waving the U.S. flag over the ice for all to see.

RECOMMENDATION:

ATTACHMENTS: None



City of Woodland Park

October 17, 2024 at 6:30 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Following a 5 PM work session on the 2025 City of Woodland Park Budget Presentation by the City Manager, Mayor Case called the regularly scheduled Council Meeting into session at 6:30 PM. The following members of Council were 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, Utilities Director Wiley, City Attorney Wilson, Communications Coordinator Higgenbotham, IT Technician Barnes and Deputy City Clerk Sauer.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Police Department Awards and Swearing In of New Police Officers.
(Presenter Chief Deisler)

Chief Deisler administered the Oath of Office to his new police officers. Deisler also handed out awards to his police officers and dispatchers.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

Deputy City Manager/City Clerk shared that item 5B., approval of a Master Service Agreement between the City of Woodland Park and Respec for the design and construction of access points and geo-technical investigation for the proposed reservoir in the amount of \$855,699 would be removed from the agenda this evening.

5. CONSENT CALENDAR

- A. Approval of the October 3, 2024, regularly scheduled City Council Meeting Minutes. (A)

Motion: to approve the October 3, 2024, regularly scheduled City Council Meeting Minutes. Geer/Nakai. Motion carried 7-0.

- B. Approval of a Master Service Agreement between the City of Woodland Park and Respec for the design and construction of access points and geotechnical investigation for the proposed reservoir in the amount of \$855,699. (A)
(Presenter Utilities Director Wiley)

Removed from the agenda.

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

Claudia Miller shared information on the median project that she would like to present to the Council in the near future.

Rhonda Roberts shared information on Freedom Night in America that was being held at Charis Bible College.

Debbie Miller shared information on the candidate forum, the Blue Book sponsored by the Chamber and the upcoming Business Exp that the Chamber was hosting.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A.** Approval of Ordinance No. 1484, Series 2024 on initial posting, an Ordinance of the Woodland Park City Council, Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of a Business that Cultivates, Processes, or Dispenses Natural Medicine and the Establishment of any Business, Occupation, or Operation for Healing Centers, and set the Public Hearing for November 7, 2024. (L)
(Presenter City Attorney Williams)

Motion: to approve Ordinance No. 1484, Series 2024 on initial posting, an Ordinance of the Woodland Park City Council, Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of a Business that Cultivates, Processes, or Dispenses Natural Medicine and the Establishment of any Business, Occupation, or Operation for Healing Centers, and set the Public Hearing for November 7, 2024. Geer/Baldwin. Motion carried 7-0.

9. PUBLIC HEARINGS

(Public comment may be heard)

None.

10. NEW BUSINESS

(Public comment may be heard)

None.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case shared a letter from the Navy that she received thanking the City for recognizing Navy Week.

Mayor Case shared the upcoming events for the next two weeks.

B. Council Reports

Councilmember Baldwin gave a shout-out to Parks and Recreation and PRAB on a great Ribbon Cutting Ceremony at Avenger Open Space.

Councilmember Harvey shared events that she would be attending as the Military Affairs Liaison.

C. City Attorney's Report

None.

D. City Manager's Report

City Manager Vassalotti shared that the asphalt truck is back in service. Vassalotti also shared that there have been some issues with Lake Avenue, but it looks like they will be laying asphalt on October 28.

12. ADJOURNMENT

There being no further City Business Mayor Case adjourned the meeting at 7:18 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: Kip Wiley, Deputy City Manager/Director of Operations

DATE: November 7, 2024

SUBJECT: Approval of a Master Service Agreement between the City of Woodland Park and Respec for the permitting of access points and road design for the proposed reservoir in the amount of \$356,191. (A)

BACKGROUND:

Background:

The City would like to construct an off-line reservoir capable of storing Homestake Pipeline water diverted from the existing Loy Gulch reservoir for municipal uses. The proposed site of the off-line reservoir is currently located at the Glen Aspen Ranch, which is owned and operated by the Scouts of America. The City had previously engaged with JDS-Hydro Consultants, Inc. (now RESPEC Company, LLC) to conduct preliminary feasibility studies to evaluate the potential of constructing an off-line reservoir in this location. These studies (conducted in 2009 and 2018) were beneficial in determining how much land it would need to procure from the Scouts to secure sufficient surface area to facilitate a 201 AF – 345 AF reservoir (depending upon final reservoir excavation depths). Next steps identified (work performed by Respec) as Access Permitting and Design consists of the following (total cost \$356,191.50):

- Permitting and Design of Proposed Permanent Access Road to the North of the property. This access road will serve as permanent access to the proposed dam.
- Permitting of Proposed Secondary Access Road to the South of the property. This access road will serve as secondary access to the dam to facilitate the phase 1 geotechnical investigation.
- The actual design and construction of the secondary access road will be part of Vivid Engineering Group's Phase 1 proposal, which will be submitted to the City in a separate proposal.

Next steps identified (work performed by Vivid Engineering Group) as Geotechnical investigation and Culvert/Access construction consist of the following (total cost \$522,293.80):

- Construct culver crossing south of existing historic culvert to gain access to the site – location already approved by the Scouts
- Geotech investigation at the dam site (referred to as phase 1 drilling)

- Clearing and grubbing to drilling locations
- Perform drilling, sampling, piezometer installation, and borehole

backfilling at the dam site, water treatment plant buildings

- Perform Packer testing in select boreholes at dam site
- Perform Slug testing in piezometers at dam site
- Perform monthly groundwater level measurements for 12 months after

installation

- Project Management, Consultation, Engineering Analysis and Report

RECOMMENDATION:

ATTACHMENTS: 1. Respec contract

MASTER SERVICES AGREEMENT

THIS Master Services Agreement is effective this 19th day of October 2024 and is entered into by and between The City of Woodland Park (hereinafter referred to as the “Client”), and RESPEC Company, LLC a limited liability company organized and existing under the laws of the state of South Dakota with an office located at 5540 Tech Center Drive, Suite 100, Colorado Springs, CO 80919 (hereinafter referred to as the “Consultant”)(collectively referred to as “Parties”).

WITNESSETH:

The Client is a Home Rule Municipality located in Teller County, CO. This Master Services Agreement is agreed such that the Consultant can provide dam permitting, design, and engineering services in support of the City’s proposed construction and permanent access to a pending off-line reservoir.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Performance of the Work.

The Consultant shall provide all labor and materials necessary to design and permit a permanent access road, secondary access road, and perform a Phase 1 geotechnical investigation of the proposed Glen Aspen Dam (the “Services”) as more fully described in the Scope of Work associated with this Master Services Agreement (hereinafter referred to as the “Work”). Any change in the Work shall be authorized in writing by a Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance. Any change to the terms and conditions of this Master Services Agreement (“MSA”), or any new work assigned under this MSA, shall be authorized in writing by an Amendment that must be signed by both Parties.

2. Commencement and Term of the Agreement.

This MSA shall commence on 10/22/2024, and shall end on 12/31/2027, subject to annual appropriation at the sole discretion of the Woodland Park City Council.. The MSA will automatically renew on (insert date) until it ends on 12/31/2027 unless either party provides written notice of termination of the MSA at least 30 days prior to the end of the term.

Any associated Scope of Work shall identify specific schedules of the related work activities. The Consultant is expected to perform the work in conformance with the specifications provided by the Scope of Work and the Client.

3. Consideration.

- a. Unless otherwise specified in a Scope of Work, hourly rates for calendar year 2024 for time and materials contracts will be invoiced at the hourly rates provided in Attachment C. Hourly rates for 2024 and 2025 will be invoiced based on the RESPEC commercial price list in places at the time of the Scope of Work.
- b. The Parties understand and acknowledge that the City is subject to the Taxpayer’s Bill of Rights (“TABOR”) as set forth in Article X, Section 20 of the Colorado Constitution. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continued availability of funds beyond the term of the City’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and all other applicable law. Upon the failure to appropriate such funds, this Agreement shall be automatically terminated

4. Payment Procedures

- a. Submittal and Processing of Payments. Consultant shall submit Applications for Payment to the Client on a monthly basis, which shall be processed by the Utilities Director.
- b. Progress Payments. Retainage. Client shall make progress payments towards the Contract Price, less five percent (5%) for retainage, on the basis of Consultant's Applications for Payment, as verified and recommended by Utilities Director, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Utilities Director's discretion, the Client may withhold some or all of a progress payment where the Consultant's Application for Payment does not reflect the actual amount of the Work completed.
- c. Final Payment. 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.
- c. Amendment to Scope of Services. In the event Consultant believes, in its sole discretion, the Work goes beyond the scope of Services originally contemplated in this Agreement, Consultant and Client shall request an amendment to the Agreement in writing that must be executed by both Parties in order to be effective.

5. Delegation of Authority. The following personnel are hereby authorized to act as official representatives under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the part that the individual represents.

Client's Designated Representative

Kip Wiley, Utilities Director
220 W. South Avenue
Woodland Park, CO 80866
719-494-3235
kwiley@city-woodlandpark.org

Consultant's Delegated Representative

Douglas E. Schwenke, P.E.
5540 Tech Center Drive, Suite 100
Colorado Springs, CO 80919
719-402-0009
Douglas.Schwenke@respec.com

6. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property.
7. Proprietary Information. Unless required by law, the Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Agreement, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including Client's manuals or procedures, without prior written consent of the Client.
8. Reliance on Data and Instructions. Client shall be responsible for all requirements and instructions that it furnishes to Consultant pursuant to this Agreement and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
9. Intellectual Property Rights. The Consultant is and will be the sole and exclusive owner of all rights, title, and interest throughout the world in and to all of its Pre-Existing Materials, including Intellectual Property Rights therein. All Work Product shall become the property of Client, provided that Client performs all duties and obligations under this Agreement,

including but not limited to prompt payment of all sums due under this Agreement. For purposes of this Agreement:

- a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world. The parties acknowledge and agree that Consultant shall retain ownership of all preexisting Intellectual Property Rights, inclusive of but not limited to all materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to commencement of this Agreement and used in connection with this Agreement and/or incorporated into the services the "Pre-Existing Materials" including but not limited to drawings, specifications, calculations, maps, reports, photographs, samples and other documents whether existing in tangible or electronic form. Consultant retains ownership of its Pre-Existing Materials processes, procedures, know-how and other Intellectual Property Rights pertaining to its ability to continue the same or similar work with existing and future clients and customers.
 - b. "Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Client solely or jointly with the Company or others (i) in the course of performing the Services or other work performed by or on behalf of Client in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Client's Confidential Information or Client Materials or resulting from any use of the Client's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing. Consultant shall be entitled to retain copies of such materials for its files and records.
 - c. "Work Product Indemnity" Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Subconsultants.
10. Standard of Care. Consultant shall provide professional services necessary to complete the Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations.
 11. Project Representations. Consultant's representations in respect of the Work (the "Project Warranties") are as follows: Consultant warrants to Client that the Work shall be provided consistent with the Standard of Care, and that all Work shall meet all of the requirements of this Agreement. Consultant shall furnish satisfactory evidence that it has met the Project Representations.
 12. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client or pursuant to state law

13. Technical Data. All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Agreement shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Agreement.
14. Insurance. If the Agreement includes work to be performed on the premises of the Client or the project site(s), then the Consultant shall purchase and maintain such insurance as will protect it from the following claims which may arise out of or result from its operations hereunder (whether by itself, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims coverage which are sustained by any person as a result of the Consultant; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The insurance requirements are shown in Attachment A. The City shall be named as an additional insured (except for Worker's Compensation and Professional Liability policies) and Consultant shall not commence work under this MSA until it has obtained all insurance required in Attachment A and such insurance has been approved by the City Manager or his designee. Consultant shall not allow any approved subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved.
15. Limitation of Liability. Consultant's total liability to Client for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach under a Scope of Work of this Agreement shall, under no circumstances, exceed the insurance coverages required under this Agreement. Consultant shall not, under any circumstances, be liable for any special, exemplary, indirect, incidental, cover, punitive, or consequential losses or damages, costs, or expenses whatsoever, including loss of use, revenue or profit, arising in contract, warranty or in tort (including negligence) or any other legal theory, even if Company has been advised of the possibility of same. Notwithstanding the foregoing, nothing herein shall limit or exclude Consultant's liability for losses or damages that cannot be limited as a matter of law.
16. Indemnification. The Consultant agrees to indemnify, save, and hold harmless the Client, 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 Consultant, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement
- i.
17. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.
18. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.
19. Time. The performance of this work is required on a timely basis to meet the Client's time schedule.

20. 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.
21. Applicable Law. This Agreement shall be governed by and interpreted according to the law of the state of Colorado. Venue for any action arising under this Agreement shall be in the appropriate Court in Teller County, Colorado. The parties agree that the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern. .
22. Integration. The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed below, attached hereto, incorporated herein, and considered a firm part of the Agreement.
1. Attachment A—Insurance Requirements
 2. Attachment B—General Provisions
 3. Attachment C—Hourly Rates and Scope of Work
23. Independent Contractor. The Consultant 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 Client other than as a contracting party and independent contractor/the Client 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 Consultant or the Client'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.
24. Assignment. 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..
25. Severability. 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 Client and Consultant, 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.
26. Pursuant to C.R.S. § 24-91-103.6, the Client hereby states that it has appropriated an amount equal to or in excess of the Contract amount. Client shall not issue a Change Order, or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract unless Consultant is given written assurance by the public entity that lawful appropriations to cover the costs of the additional work have been made
27. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement may be modified by subsequent written addenda mutually agreeable to both parties.

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

City of Woodland Park

RESPEC Company, LLC

By _____
Signature

By Douglas Schwenke
Signature

Printed Name: Kellie Case

Printed Name Douglas E. Schwenke

Title Mayor

Title Principal Engineer

Date _____

Date 10/22/2024

Attachment A

Insurance Requirements

Consultant must furnish Client with a Proof of Insurance with the following coverage.

1. General Liability of not less than \$1,000,000 each occurrence.
2. Automobile Liability of not less than \$1,000,000 each occurrence.
3. Bodily Injury and Property Damage Liability of not less than \$1,000,000 each occurrence.
4. Workers Compensation and Employers Liability Insurance of \$1,000,000 each accident.
5. Professional Liability of \$2,000,000 in the aggregate.

Attachment B

General Provisions

1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.
2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in accordance with the Agreement documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client's request, promptly submit a copy of all drawings, data, and specifications to the Client.
3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for any material breach by Consultant of any of the terms hereof, including the representations of the Consultant.
4. If the Consultant for any reason does not substantially comply with the Client's delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant's default.
5. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.
6. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.
7. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.
8. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.
- 9.
10. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder except as set forth in Paragraph 25 of the MSA.
11. The price for each item covered by this Agreement is exclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
12. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
13. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
14. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.

ATTACHMENT C

HOURLY RATES AND SCOPE OF WORK

SCOPE OF SERVICES

for
City of Woodland Park
Glen Aspen Dam
Access Permitting and
Design

PROJECT BACKGROUND

The City of Woodland Park, CO would like to construct an off-line reservoir capable of storing Homestake Pipeline water diverted from the existing Loy Gulch reservoir for municipal uses. The proposed site of the off-line reservoir is currently located at the Glen Aspen Ranch, which is owned and operated by the Scouts of America. The City had previously engaged with JDS-Hydro Consultants, Inc. (now RESPEC Company, LLC) to conduct preliminary feasibility studies to evaluate the potential of constructing an off-line reservoir in this location. These studies (conducted in 2009 and 2018) were beneficial in determining how much land it would need to procure from the Scouts to secure sufficient surface area to facilitate a 201 AF – 345 AF reservoir (depending upon final reservoir excavation depths). Ultimately, these preliminary studies have identified a recommended surface area in which the City of Woodland Park would want to consider to purchase to facilitate the construction of the proposed reservoir and 90' tall earthen dam embankment. Please see Figure 1 for a representation of the proposed dam and reservoir area developed from the 2009 and 2018 site evaluations.

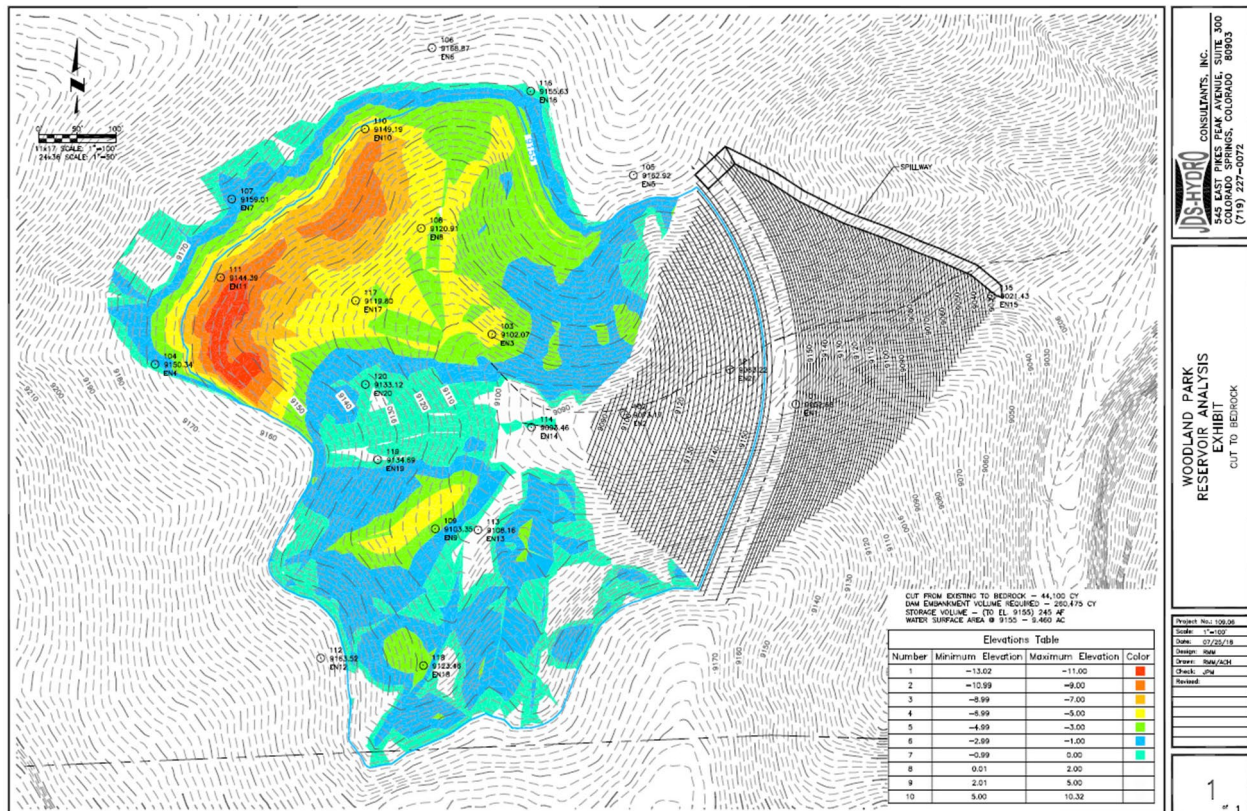


Figure 1. Proposed Glen Aspen Dam and Reservoir

From the preliminary evaluations, the proposed facilities planned for the proposed reservoir have been estimated as follows:

- 1) 90' tall (maximum section) x 650' long (along dam crest) earthen dam. Proposed dam will facilitate a normal water surface of Elevation 9165 and feature an embankment volume of approximately 326,100 CY. Currently, the reservoir is planned to include a multi-zoned clay core with chimney drain, though may ultimately require embankment lining and grouted curtain wall to mitigate seepage through the embankment and under the foundation.
- 2) Offline reservoir to be inundated using Homestake Pipeline water from adjacent Loy Gulch Dam. Reservoir to be roughly 9.48 Acres in surface area and 201 AF in volume.
- 3) Emergency spillway, sized to accommodate the appropriate Inflow Design Flood (IDF) according to Colorado Dam Safety Branch Rules and Regulations. Emergency spillway will most likely feature a double box culvert alignment due to the relatively small nature of the upstream drainage basin to facilitate access to the dam crest from the access road to the north.
- 4) Permanent access road. Design and permitting of this access road to be completed through another proposal.
- 5) Open channel emergency spillway chute. More than likely will be rip rap lined and open channel to reduce clogging potential. Spillway chute will also be located away from the left downstream abutment. End of spillway will also include an energy dissipation structure to reduce energy impacts on the camp.
- 6) Outlet tower and access bridge. Outlet tower will be designed to facilitate multiple discharge elevations as requested by the City of Woodland Park.
- 7) Low level outlet pipe. Will be sized to accommodate a free flow discharge enabling the outlet works to lower the reservoir five (5) feet in (5) days per Colorado DSB Rules and Regulation. Low level outlet pipe will feature a low level emergency outlet to facilitate emergency draw down of the reservoir, as well as a connection to a raw water feed line to the existing City of Woodland Park water treatment plant. Low level emergency outlet pipe will also feature a cast-in-place United States Bureau of Reclamation (USBR) outlet dissipation structure to reduce flow energies through the camp.
- 8) Dam instrumentation, such as settlement monumentation, piezometers to measure saturated embankment in the dam, and a toe drain collection pipe that will discharge to a V-Notch weir collection box.
- 9) Outlet channel or conduit from the dam through the Boy Scout Camp downstream of the dam. The outlet conduit will preferably be RCP, unless flows are too large to be routed through a closed conduit. This outlet conduit will route discharge flows from the emergency spillway, low level emergency outlet pipe, and toe drain box through the camp and to Loy Gulch Creek.
- 10) Booster pump station responsible for moving raw water from Loy Gulch Reservoir to Glen Aspen Dam. Given the current difference in elevations, it is anticipated that approximately 75% of the Glen Aspen Dam volume can be filled by gravity from Loy Gulch Reservoir. However, the remaining 25% will need to be pumped from Loy Gulch Reservoir to Glen Aspen Dam.
- 11) Raw water inlet line from the booster pump station into the reservoir. Currently, it is anticipated that the raw water inlet line will be run to the western most side of the reservoir to enable fresh water to "flow through" the reservoir and reduce water age short circuiting.
- 12) Raw water outlet line from low level outlet through dam to tie-in to the existing raw water pipeline from Loy Gulch Reservoir.
- 13) Water treatment plant serving the existing Glen Aspen Ranch Boy Scout Camp. Water plant will either use water from the raw water line out of the reservoir, or from a groundwater well using Homestake Water as replacement water.
- 14) Evaluation of existing Homestake pump station into Loy Gulch Reservoir.

Please see Figure 2 for a representation of all facilities associated with the Glen Aspen Dam site.

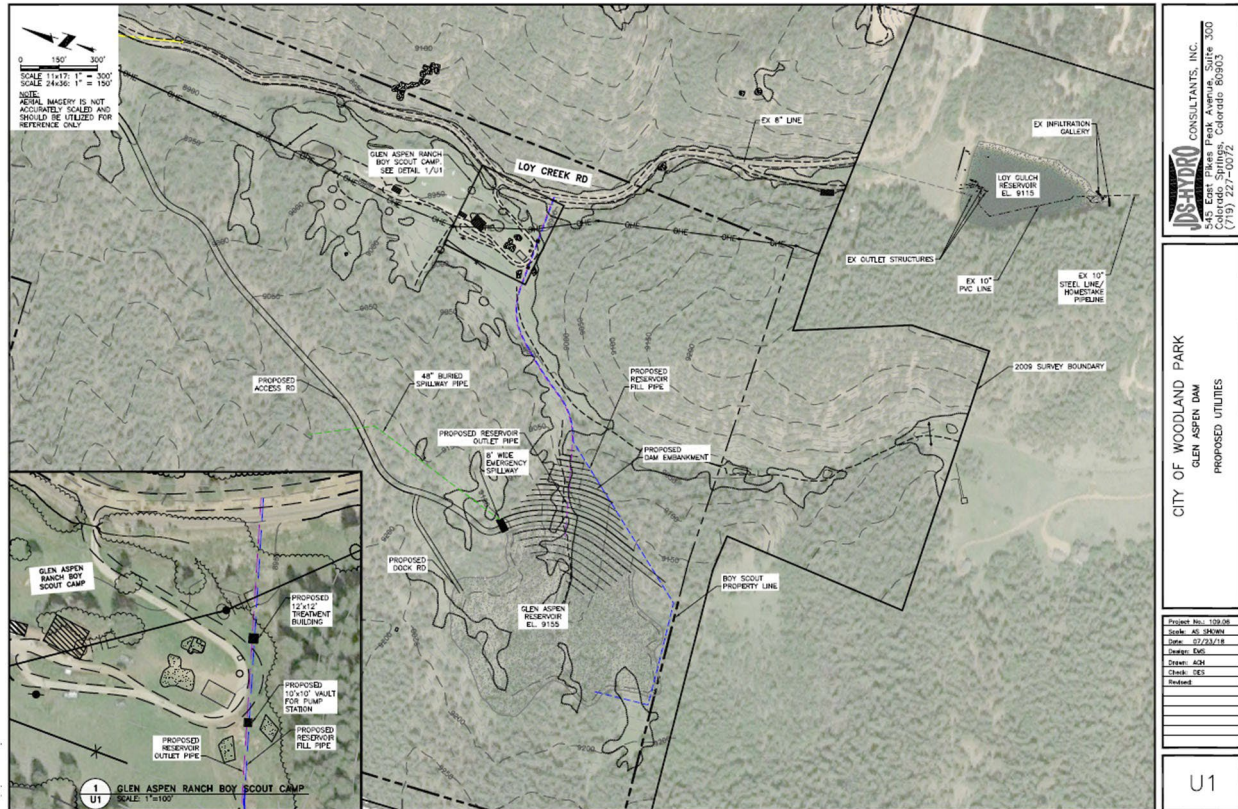


Figure 2. Proposed Glen Aspen Dam and Infrastructure

SCOPE OF SERVICES:

Access Permitting and Design

The proposed Phase 1 design and permitting services will consist of the following:

- / Permitting and Design of Proposed Permanent Access Road to the North of the property. This access road will serve as permanent access to the proposed dam.
- / Permitting of Proposed Secondary Access Road to the South of the property. This access road will serve as secondary access to the dam to facilitate the phase 1 geotechnical investigation.
- / The actual design and construction of the secondary access road will be part of Vivid Engineering Group's Phase 1 proposal, which will be submitted to the City in a separate proposal.

PERMANENT ACCESS ROAD

SCHEMATIC DESIGN (35%)

The phase includes

- / Project kick-off meeting with the team and the Client.
- / Regularly scheduled meetings with client/team.
- / Review of any background documentation.
- / Develop Design Criteria Document with appropriate design vehicle and design standards.

- / Stie visit (Civil and Geotechnical staff) to review existing conditions.
- / Develop preliminary clearing limits exhibits for accelerated project schedule.
- / Import existing data into C3D and set up models.
- / Establish alignment and profile per design criteria.
- / Develop the roadway typical section.
- / Review models for drainage and develop culvert design.
- / Develop plan view figures for permitting.
- / Develop all bid item quantities.
- / Probable Cost Estimate based on 35% design for grant application use.
- / Quality Control Review by Principal Engineer.

DESIGN DEVELOPMENT (65%)

The phase includes

- / Progress meetings with client/team.
- / Address any comments from the 35% design review.
- / Refining the Roadway geometry, intersections, turnouts, and C3D model.
- / Refining the drainage design and culvert sizing.
- / Developing a construction plan set to 65% design (Approximately 15 sheets).
- / Develop specifications based on CDOT's Standard Specifications for Road and Bridge Construction (latest edition).
- / Develop Quantities notebook.
- / Develop Engineer's Estimate.
- / Quality Control.

PRE-FINAL DESIGN (95%)

The phase includes

- / Resolution of any Client's Review Comments.
- / Finalize construction plan set to 95% design (Approximately 15 sheets).
- / Develop road cross-sections.
- / Finalize technical specifications.
- / Finalize Quantities notebook.
- / Finalize Engineer's Estimate.
- / Quality Control.

CONSTRUCTION DOCUMENTS (100%)

The phase includes

- / Final Signed Plans, Specifications, and Engineer's Estimate.
- / Civil 3D model (for the contractor's use in bidding or construction).

- / Designer's notebook for project design details.
- / Quantities notebook (to support the Engineer's Estimate).
- / Roadway Cross Sections.
- / Final Documents/production.
- / Quality Control.

ENVIRONMENTAL

This environmental scope of work includes the preparation of an Environmental Assessment (EA) on behalf of the City of Woodland Park for approval by the Water Quality Control Division of the Colorado Department of Public Health and Environment (CDPHE) to satisfy National Environmental Policy Act (NEPA) requirements. The proposed EA scope of work includes desktop review, field investigations, and preparation of the EA document, as described below. This scope of work also includes National Historic Preservation Act Section 106 consultation for potential cultural resource sites in the project area and a Section 404 Permit for work in jurisdictional wetlands. It is recommended that the EA for the access road be conducted simultaneously with the EA for the dam site itself in an effort to save long term costs and reduce the number of site visits for the environmental investigation. Since the geotechnical engineer will also need to disturb the proposed dam footprint area in order to conduct its geotechnical investigation, it makes sense to complete the entire environmental investigation at one time. The Section 106 consultation can be conducted for both the access road and dam, and is presented here as it is possible that the access road may need to be designed and constructed first before the dam investigations are initiated.

/ Environmental Assessment

- Desktop Review:

RESPEC environmental staff will complete desktop research to obtain digital National Hydrology Dataset (NHD) flowlines, National Wetland Inventory (NWI) wetland, Federal Emergency Management Agency (FEMA) floodplain, and U.S. Geologic Survey (USGS) topographic information to identify potential jurisdictional waters and wetlands in the project area.

We will also complete desktop research to identify the federal and state listed candidate, threatened, and endangered species that could potentially occur in the project area. This information will be obtained from the USFWS Information for Planning and Consultation (IPaC) and Colorado Parks and Wildlife websites. Applicable maps and data such as recent aerial photographs and topographic data will also be reviewed. Census data for the surrounding geographies, air quality data, and soils and geological information will also be reviewed.

RESPEC will engage the services of Alpine Archeological Consultants, Inc. (Alpine) to complete the cultural resources studies for the project. Alpine will complete a Class III survey and visual assessment of the project area. To identify known cultural resources in the project area, Alpine will complete a literature review and file search prior to fieldwork. Alpine will also review historical topographic maps and general land office maps prior to fieldwork. Notable features will be digitized.

- Field Investigation

Waters and Wetlands

A waters and wetlands delineation will be conducted by a RESPEC wetlands specialist to field verify limits locations and boundaries of jurisdictional water and wetland resources. Field

investigations and delineations will rely on methods outlined in the USACE's 1987 Wetland Delineation Manual and the Regional Supplement to the Wetland Delineation Manual for the Western Mountains, Valleys, and Coast Region (Version 2.0). All wetlands will be delineated, and their boundaries will be mapped using a sub-meter GPS unit. The ordinary high water marks (OHWM) of all potentially jurisdictional waterbodies will be mapped on the GPS unit as well.

Biological Resources

A RESPEC biologist will identify migratory birds and their nests within the project area. A GPS data point will be taken at each migratory bird nest. This information will be relayed to the project designers so they may attempt to avoid impacts during nesting season and comply with the Migratory Bird Treaty Act (MBTA).

Habitat assessments for each federal and state-listed threatened, endangered, proposed endangered, and candidate species will be conducted in the areas in and adjacent to the project area. A preliminary search on the IPaC website found that no critical habitat exists in the vicinity of the project.

- Environmental Assessment Document:

Once field investigations are complete, the EA will be prepared using the template provided by CDPHE. The EA will provide the purpose and need for the project, a project summary, descriptions of the planning area, population and flow projections, environmental impacts from the project, and an overview of public involvement conducted for the project. Specific resources that will be addressed in the environmental impacts section include surface water and groundwater quality and quantity; wetlands; floodplains; terrestrial and aquatic plants and wildlife (including federal and state listed threatened and endangered species); cultural, historical, and archeological resources; air quality; and environmental justice impacts (disproportionate impacts to low-income and minority populations). The EA will also address any unavoidable adverse impacts to these resources, and any proposed mitigation to offset the adverse impacts.

Agency coordination will also be done as part of the NEPA process. A letter with a brief description of the proposed project and planning area and a map of the planning area will be sent to the following agencies for review: USFWS, Historical Society, U.S. Army Corps of Engineers, Natural Resources Conservation Service, Colorado Division of Wildlife, Colorado State Engineer's Office, Colorado Air Pollution Office, and National Park Service. Copies of any response letters will be included in the EA.

- / Section 106 of the Historic Preservation Act

Alpine Archaeological Consultants, Inc. (Alpine) will conduct a file search and Class III inventory for the project, which will be permitted by the Colorado Division of Water Resources and approved by the Colorado Department of Public Health & Environment (CDPHE). In all, the Class III inventory will cover 30 block acres and 0.90 miles of linear routes to cover the project components: a dam/reservoir, a small water treatment plant, a pipeline from Loy Gulch Reservoir, and an access road.

Prior to the Class III inventory, Alpine will conduct a file search through the Office of Archaeology and Historic Preservation's online Compass database. The file search will cover the project components, plus a 0.5-mile buffer. A preliminary review of the project area indicates there are no previously recorded sites in or near the project area; and nearby previous inventories indicate a low site density. One archaeologist will inventory up to 30 acres and 0.25 miles of linear routes to adequately cover the project components. A 50-foot buffer will be added to the linear routes. The survey will follow established standards for Class III inventories in Colorado. Areas of steep terrain (greater than 35 percent slope) will be visually inspected, but not surveyed. When cultural material is found, Alpine's archaeologists will closely inspect the area around the discovery to determine if a site or isolated find is present. The resource will be fully documented on the appropriate Cultural Resource Site Forms and its location recorded with a GPS unit capable of submeter accuracy. Upon completion of fieldwork, Alpine will prepare a Class III inventory report that details the findings of the survey. The report will

be accompanied by project area maps and completed site forms. Alpine can assist with submitting the report to the SHPO through Colorado's MoveIt system, but the consultation letter will need to be provided by the CDPHE (based on recent protocol changes at the SHPO).

Cultural Resource Study Assumptions:

- Up to 0.90 miles (no wider than a 100-foot-wide corridor on the access routes and pipe outlet) and 30 acres will be surveyed.
- No more than one site and one isolated finds will be found.
- Fieldwork will take one person two days to complete.
- If site density is higher than budgeted, we may need a cost modification to cover the additional time and effort to record and report on these resources.
- Alpine is not responsible for conducting any tribal consultation.
- No visual assessment is included.

/ Section 404 Permit

The access road would result in permanent fill into jurisdictional wetlands that lie along the west side of Loy Creek Road. Therefore, a Section 404 permit will be necessary. For the purposes of this scope of work, it is assumed that wetland impacts would not exceed 0.1 acre and no wetland mitigation would be required. A pre-construction notification (PCN) would be prepared and submitted to the Albuquerque District of the U.S. Army Corps of Engineers for review and approval

COUNTY PERMITTING SERVICES

The proposed access road holds the unique distinction of existing within two different counties, those being Teller County and El Paso County. It is likely that the road will remain a private road that will not be serviced by either Teller County or El Paso County. In addition, easements will be prepared and recorded with both counties by the City of Woodland Park and are not included in this scope of services. Assumed county permitting services are listed as follows:

/ Teller County:

- Grading Permit
- Engineering Review of Access Road

/ El Paso County:

- Setup early assistance meeting with county, including preparation of application and schematics.
- Drainage Report / Culvert Sizing over Loy Creek
- Erosion and Stormwater Quality Control Permit (ESQCP) with Stormwater Management Plan (SWMP)
- Right of Way Access Design with Engineering Review and Traffic Memorandum. Note that this item should be considered a variable item and fee for this portion of county permitting may need to be renegotiated depending upon requirements by El Paso County traffic engineering division.

BID PHASE SERVICES

The phase includes

- / Support for bidding, answering questions, requests for information, or clarifications.
- / Prepare addenda as needed based on any bid questions (including changes to construction drawings and specifications.
- / Assist Woodland Park in facilitating bid through Bid Net, including uploading addenda, pre-bid meeting minutes, and pre-bid attendance sheet.

- / Attend and facilitate pre-bid meeting. Take attendance, notes, questions, documentation, and prepare meeting minutes.
- / Attend bid opening and facilitate. Prepare bid submittal form and bid tabulation.
- / Follow-up on references and information from apparent responsible low bidder.

Prepare letter of recommendation for City of Woodland Park consideration.

SECONDARY ACCESS PERMITTING

COUNTY PERMITTING SERVICES

The proposed culvert access adjacent to the existing bridge is assumed to require some county permitting. The existing bridge access and adjacent secondary access resides entirely within El Paso County. Because the Scouts would like the secondary access to remain for bus access, the crossing will most likely be treated as a permanent access point by the County and require some type of permitting for the secondary access. The assumed secondary access requirements through the county are assumed as below:

- / El Paso County:
 - Drainage Report / Culvert Sizing over Loy Creek
 - Erosion and Stormwater Quality Control Permit (ESQCP) with Stormwater Management Plan (SWMP)
 - Right of Way Access Design with Engineering Review and Traffic Memorandum. Note that this item should be considered a variable item and fee for this portion of county permitting may need to be renegotiated depending upon requirements by El Paso County traffic engineering division.

County Permitting Services

This portion of the scope of work only describes work to be performed for the secondary access point across Loy Gulch Creek. All other environmental services for the Phase 1 Geotechnical Investigation and Permanent Access road are contained in the permanent access road section of this scope.

- / Section 404 Permit: The access driveway and culvert crossing would result in permanent fill into likely jurisdictional wetlands that lie along the west side of Loy Creek Road. Therefore, a Section 404 permit will be necessary. Section 404 requirements will be satisfied with Nationwide Permit (NWP) 14 for Linear Transportation Projects. A pre-construction notification (PCN) will likely be necessary since there would be permanent fill into a special aquatic site (i.e. wetland). A PCN will be prepared using project plans and the results of the wetland delineation, threatened and endangered species habitat assessment, and cultural resources studies, and submitted to the Pueblo field office of the Albuquerque District of the U.S. Army Corps of Engineers for review and approval. Compensatory mitigation at a minimum one-for-one ratio is required for all wetland losses that exceed 0.1-acre, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate, or the adverse environmental effects of the proposed activity are no more than minimal and provides an activity-specific waiver of this requirement. If wetland losses for the culvert crossing exceed 0.1-acre and a wetland mitigation plan is required, one could be prepared under a separate scope of work and fee at the request of the client. Mitigation is not included in this scope of work.

PHASE 1 GEOTECHNICAL INVESTIGATION

The consultant (RESPEC Company, LLC) will not be providing design nor construction services for the construction of the secondary access over Loy Gulch Creek adjacent to the Scout Camp Grounds, nor will RESPEC be providing phase 1 geotechnical investigative services. These will both be provided by Vivid Engineering Group, Inc. and will be described in a separate proposal submitted to the City of Woodland Park by Vivid Engineering Group.

However, RESPEC will coordinate with Vivid Engineering Group as far as desired geotechnical evaluation specifics. RESPEC will also attend the geotechnical investigation in the field and provide correspondence with Vivid as far as environmental and county permitting. RESPEC will also work with Vivid to ensure that Vivid understands El Paso County requirements for the access. So the enclosed scope of work for RESPEC does include fees for working with RESPEC as far as access requirements, geotechnical investigation, and geotechnical evaluation results go.

Construction Services / Clarifications

- / Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.
- / "Constructor" means any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Work, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- / Consultant's opinions of probable Construction Cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.
- / "Construction Cost" means the cost to Client of the construction of those portions of the entire project designed or specified by or for Consultant under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Consultant or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Client's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the project; or the cost of other services to be provided by others to Client.

Fee Schedule

The fee and services are based on our understanding of the project and the following assumptions and exceptions described above. Fee schedule is provided below.

Table 1 – Fee Schedule

Task	Amount
Permanent Access Road	\$ 277,051.50
Secondary Access Permitting	\$ 79,140.00
TOTAL	\$ 356,191.50

TIME SCHEDULE

The Phase 1 Geotechnical and Access Road schedule essentially involves two separate projects. These can occur on two separate time tables, though the access permitting and environmental investigations for both accesses may be able to occur simultaneously. All dates are assuming a November 1 start date.

Table 2 – Proposed Time Schedule

TASK	DURATION	START	FINISH
ENVIRONMENTAL PERMITTING	4 MONTHS	11/01/24	02/28/25
COUNTY PERMITTING	4 MONTHS	11/01/24	02/28/25
ACCESS ROAD DESIGN	8 MONTHS	11/01/24	06/30/25

Assumptions/Exceptions.

1. County permitting services are assumed to be relative to the above following tasks. If the county permitting services deviate from those listed above then the Consultant reserves the right to amend the schedule and fees listed in this scope of work.
2. Site access for the secondary access crossing and geotechnical investigation will be facilitated by the Scouts and City of Woodland Park.
3. As noted previously VIVID Engineering Group, Inc. proposal for geotechnical evaluation services (Phase 1) will be provided in a separate proposal prepared by Vivid.
4. This contract does not include ROW/Easement acquisition. It is assumed that the City will negotiate with the property owner (currently the Boy Scouts of America) to secure a permanent easement or right-of-way for the access road, to be deeded to the City of Woodland Park. For the purposes of this scope, it is assumed that the City will complete all work associated with the securing of this easement or right-of-way on its own.
5. We assume there are no sidewalks, curb and gutter, or storm drain structures.
6. This fee does not include bridge inspection or design time for the southern access.
7. This fee does not include the development of a material site.
8. Design of road from dam abutment to turn-around/parking area on the south side of the reservoir, right abutment road, draw access road, and emergency roads will be completed in future phases.
9. We assume the final access road will have a gravel surface treatment



VIVID Engineering Group, Inc.

1053 Elkton Drive, Colorado Springs, CO 80907

October 17, 2024

Kip Wiley
City of Woodland Park
kwiley@woodlandpark.gov

Subject: Proposal for Geotechnical Evaluation Services (Phase 1)
Project: Proposed City of Woodland Park Glen Aspen Dam Project
Location: 11050 Loy Creek Road, Woodland Park, Colorado
Proposal No: P24-2-981

Dear Mr. Wiley

Vivid Engineering Group, Inc. (VIVID) is pleased to present this proposal to provide geotechnical evaluation services for the above-referenced project. The scope of services and fee estimate provided herein are based upon our site visits and information provided by Respec between March 26, 2024, and October 8, 2024.

PROPOSED PROJECT

We understand Respec is proposing to design an off-stream water storage facility, dam, and water treatment plant structure for the City of Woodland Park in the vicinity of 11050 Loy Creek Road near Woodland Park. The dam structure is planned to be 95 feet high at centerline and will be classified by the Colorado Division of Water Resources – Dam Safety Branch (DSB) as a High and Significant Hazard Dam.

Respec has requested that VIVID perform a geotechnical investigation of the damsite and initially provide assistance with foundation treatment recommendations and interfacing with the proposed embankment. Respec has also requested assistance during this early design phase to evaluate seepage and hydraulic uplift factors. We understand Respec will perform the actual analysis and VIVID will support their efforts. During this “Phase 1” portion of the evaluation, VIVID will be tasked with recommending foundation treatment options, and assessing onsite borrow materials (based on others’ boring information for use in the proposed embankment). Clay materials for embankment core or liners will require additional off-site borings and evaluation that are not included in this scope and fee estimate. VIVID will also participate in peer reviews throughout the design process.

SCOPE OF SERVICES

The purpose of our geotechnical evaluation services will be to explore and evaluate the subsurface conditions at select locations within the dam embankment and associated structures, and water treatment plant locations on the site. Respec has provided VIVID with site plans with suggested on-site boring locations for Phase 1 and based on this information and our discussions with Respec and the State, we have provided a proposed Boring and Test Pit Location Plan for Phase 1, attached to this proposal for reference.

Based on our subsurface information, we will provide a discussion of subsurface conditions and construction recommendations, as applicable, to aid in the design and construction of the proposed structures.

Based upon the information provided to us about the project and our knowledge of the site, our geotechnical evaluation scope of services will include the following:

Geotechnical Field Activities

Prior to mobilization for the Phase 1 fieldwork, we will work with Respec and the City of Woodland Park to obtain access to the site and perform an onsite meeting with project owners/stakeholders to discuss an acceptable boring location earthwork and tree removal plan and identify acceptable equipment staging area(s). We will also discuss plans and requirements for construction of a culvert crossing near the existing historic bridge at the property entrance to facilitate equipment access onto the site.

Culvert/Access Construction

Due to concerns with load capacity of the existing historic bridge, a culvert crossing is planned to be constructed just upstream (south) of the existing historic bridge location. We understand Respec will perform all necessary permitting for this culvert, and we will work with Respec to minimize impacts to the existing wetland areas during construction. We understand the property owner desires to keep the new culvert in-place as a permanent access feature.

Based upon the information provided to us about the project and our knowledge of the site, our geotechnical evaluation scope of services will also include the following:

- ✓ Perform a visual site reconnaissance to observe existing site conditions and establish safety procedures. **We understand the requested boring and test pit locations will be surveyed and marked by Respec and Latitude/Longitude coordinates and ground surface elevations will be provided to VIVID.**
- ✓ Notify the Colorado One-call Center (Colorado 811) to locate utilities in the area of the boring and test pit locations. **We assume the City of Woodland Park will provide information regarding any privately-owned utilities near the borings and locate and mark privately-owned utilities in the area of the exploration locations, if any.**
- ✓ Prior to mobilization for Phase 1 drilling, submit to the Colorado Dam Safety Branch a detailed Subsurface Investigation Plan, prepared in general accordance with Section 7.3.3 of the *Colorado Dam Safety Rules and Regulations for Dam Safety and Dam Construction*.

- ✓ Submit Notices of Intent to Construct Monitoring Wells to the State of Colorado and perform slug testing. Slug testing will be performed within 3 piezometers installed along the dam centerline in order to estimate the hydraulic conductivity of subsurface materials within 40 feet of the ground surface.
- ✓ Perform water level depth measurements in the 3 piezometers along the dam crest embankment centerline. A 12-month monitoring period (i.e. monthly for 12 months after installation) is assumed but can be shortened or extended, as necessary. **It should be noted that, per the DSB, each piezometer will need to be removed, the borings reamed-out, and backfilled with tremie-placed cement-bentonite grout by the dam contractor prior to construction of the dam embankment. Final, post-construction piezometers should also be installed by the dam contractor.**

Anticipated Subsurface Conditions and Subsurface Exploration Programs

Based on a review of geologic mapping and available subsurface information, the site is anticipated to comprise of variable thicknesses of sand, gravel and clayey soils derived from bedrock materials underlain by decomposed to formational Pikes Peak Granite. Depths to granite bedrock may be variable but are anticipated to be encountered within 5 to 15 feet below the existing ground surface at most boring locations.

The following subsurface exploration programs will be performed under the observation of a qualified representative of the geotechnical engineer:

Phase 1 Exploration Program

Boring Location	Number of Borings	Proposed Maximum Boring Depth (or refusal, whichever occurs first)	Estimated Drilled Footage (feet)
Dam Embankment Crest Centerline ¹	3	150	450
Upstream Embankment ²	1	50	50
Downstream Embankment ²	1	50	50
Water Treatment Plant ³	2	30	60
"TBD" Boring ²	1	50	50
Total Drilled Footage			660

- 1) Indicates where Packer testing (at various depths and intervals), piezometer installation and slug testing will be performed. Piezometers will be installed in the upper 40 feet of the boring. The bottom 110 feet of each boring will be backfilled with tremie-placed cement-bentonite grout materials prior to well installation. Because piezometers will be constructed above the grouted zone, a cement accelerator will be needed in order construct the wells on top of the grouted zone.
- 2) Indicates where borings will be backfilled upon completion of drilling with tremie-placed cement-bentonite grout materials to the ground surface.
- 3) Indicates where borings will be backfilled upon completion of drilling with cuttings and on-site soils.

Test Pit Observations and Backfill

Up to 3 shallow test pits (i.e. 5 feet deep or less) will be performed during Phase 1 at locations where the rock interface is anticipated to be relatively shallow (i.e. within 5 feet of ground surface). If encountered, the rock surface will be scraped clean, observed/mapped and photographed. Test pits will be backfilled immediately with excavation spoils/onsite soils and a reasonable attempt to compact backfill materials will be made.

Drilling Method and In-situ Borehole Testing

The borings will be advanced through overburden soils with continuous flight augers and drive samples (SPT & California-type samplers) will be collected at regular intervals. Where rock coring is planned, once competent granite bedrock is encountered, we plan to perform casing advancer and HQ3 rock coring techniques. During Phase 1, we plan to perform Slug testing at piezometer locations in order to estimate the hydraulic conductivity of subsurface materials within the upper 40 feet of each piezometer boring.

Boring Backfill

Borings will be backfilled in general accordance with Section 4.7 of the *Colorado Dam Safety Branch Guidelines for Subsurface Investigation Plans*, as appropriate and generally described above based on boring location. Borehole completion information will be obtained in general accordance with Section 4.7.1.3 of the above-referenced document. Where piezometers are not installed, groundwater (if any) will be measured during drilling and after the completion of drilling. Groundwater depth in piezometers will be measured once per month as described above.

Geotechnical Laboratory Testing

Laboratory testing will be performed on selected samples in accordance with recognized standards and local practice and will generally include the following, subject to change based on the subsurface conditions encountered.

Laboratory Test Type
Gradation Analysis / Atterberg Limits
Moisture Content / Unit Weight
Unconfined Compressive Strength of Rock
pH, Resistivity, Redox, Soluble Sulfates, Soluble Chlorides, Sulfides

Geotechnical Analysis and Report Preparation

We will perform engineering analysis and evaluation of the resulting field and laboratory data for use in preparing geotechnical engineering recommendations for the proposed project. We will prepare a *Phase 1 Geotechnical Evaluation Report* containing our findings, conclusions, and recommendations. One electronic (PDF) copy of the report will be presented to the City of Woodland Park. The Phase 1 report will contain the following:

- ✓ A description of the proposed project, including a description of the surface and subsurface site conditions encountered during our field investigation.
- ✓ Field Exploration Plans showing the approximate boring and test pit locations.

- ✓ Boring logs that provide visual and laboratory soil classifications, relative density information, select laboratory testing, major changes in the soil type, groundwater elevation, and well completion information, as applicable.
- ✓ Laboratory test results.
- ✓ Conclusions pertaining to feasibility of the proposed construction, impacts of geotechnical and geologic features on the proposed construction, and opinions on management of groundwater.
- ✓ Recommendations related to the geotechnical aspects of site preparation and earthwork.
- ✓ Evaluate seismicity based on Section 7.6.2.1 of the *Colorado Dam Safety Rules and Regulations for Dam Safety and Dam Construction*.
- ✓ Appendices that summarize the field investigation and laboratory testing programs.

In addition to the items listed above, the Phase 1 report will include the following:

- ✓ Slug test results.
- ✓ Packer test results.
- ✓ General considerations for dam foundation and embankment design, based on the on-site materials and conditions encountered.
- ✓ Preliminary recommendations for foundation treatment options based on on-site materials and conditions encountered.
- ✓ Recommendations for the water treatment plant design and construction regarding foundation support and embedment considerations.
- ✓ Recommendations for future investigations to be performed during a separate/later "Phase 2" evaluation.

SCHEDULE

VIVID is prepared to begin the geotechnical field investigation shortly after receipt of notice to proceed, subject to notification of utility agencies, site access, and weather. We will endeavor to begin earthwork and drilling as close to notice to proceed as possible, but it should be noted that the fieldwork start date will be highly dependent upon weather conditions as well as the availability of the subcontracted earthwork and drilling companies slated to work on this project, which may not be until 2025.

We are prepared to provide the Phase 1 geotechnical report within 45 days after completion of fieldwork. Please let us know if adjustments to the schedule described above are required.

ASSUMPTIONS, EXCLUSIONS, AND CLARIFICATIONS

The following assumptions and exclusions were made in preparing this proposal. Clarifications are also provided to support the tasks outlined in the scope of work sections presented above.

- ✓ Respec and the City of Woodland Park will coordinate and provide access for VIVID personnel, Utility Locators, and Subcontractors into private property areas and the site, as necessary.
- ✓ Prior to excavator mobilization, Respec will survey and delineate all applicable wetland areas and any vegetation that is required to remain undisturbed in the area of the proposed culvert.
- ✓ Prior to drill rig and excavator mobilization, Respec will survey and mark the boring locations and determine location and ground surface elevations. Third party survey fees are not included in our proposed scope.
- ✓ Site access and mobilization on the site is not constrained due to biologic and/or environmental considerations (plants, animals, etc.). Our current scope will involve disturbance of the ground surface, including some areas of tree removal.
- ✓ We assume no Forest Service permit(s) (or associated fees) will be required for the tree removal and earthwork necessary for culvert construction and drill equipment access at the dam site.
- ✓ We assume Respec will obtain any required permits needed to perform the culvert construction.
- ✓ The site is accessible by an all-terrain, track-mounted drill rig during normal business hours. Costs for brush clearing and dozer/earthwork for drill rig access have been included in this scope/fee estimate.
- ✓ VIVID assumes that all field investigation work will be performed during normal business hours (i.e. between 8:00 am and 5:00 pm, Monday-Friday). If we are required to perform our field investigation work outside of normal business hours, for example, on weekends or at night, our fee will increase.
- ✓ The City of Woodland Park will provide a nearby pressurized water source (i.e. fire hydrant or similar) and all required equipment (e.g. meter, valve/backflow preventor, etc.) at no cost to VIVID for use in refilling drill rig water tanks. Refilling of water tanks may be frequently necessary for rock core drilling operations.
- ✓ Stand-by conditions and re-mobilizations arising from adverse weather and ground conditions or project coordination deemed necessary from the Client have not been included and will be considered an additional cost.
- ✓ The proposed fee is based on the assumed 660 linear feet of Phase 1 drilling described in the scope of work section of this proposal. The actual quantity of drilling may increase if unfavorable subsurface conditions are encountered at the target end-of-boring depth. If this does occur, VIVID will notify and inform you of the situation.
- ✓ Before drilling on-site for this study, all utilities and utility easements should be accurately located. Any available information should be made available to VIVID at least three days before beginning our field investigation. This can best be done by the owner of the property through a review of title documents and project drawings. **Personnel representing the property ownership are to locate and stake all private buried utilities within the project site prior to commencement of drilling.** In addition, VIVID will coordinate utility clearances with the Colorado 811 one-call system so the members can mark their facilities prior to our field investigation by typical locating methods. Private locating services and locating methods such

as potholing, vacuum truck, etc., are not included in this proposal and additional fees would be required for a more extensive/intrusive private utility locate, if required. **VIVID (and subcontractors) will not be responsible for damage to any utilities that are not included under or incorrectly marked by the Colorado 811, one-call system.**

- ✓ Please be aware that penetrating the site surface is inherently risky. It is impossible to determine with certainty the precise location of all structures including utilities that may be buried in the ground. Disruption of utilities or damage to underground structures not properly marked in the field by the utility owner will be the responsibility of the utility owner.
- ✓ The borings will be backfilled with either cuttings generated by the drilling-and-sampling operations and surrounding soils or cement-bentonite grout (depending on location) as practically possible with available standard equipment. Our fee does not include any waste characterization, containerizing, on-site relocation, or off-site disposal of “clean” cuttings.
- ✓ VIVID’s scope of services includes providing data regarding corrosivity of on-site soils obtained through laboratory testing. Our scope of services does not include corrosion engineering and, therefore, a detailed analysis of the corrosion test results is not included. A qualified corrosion engineer should be retained to review the test results and design protective systems that may be required.
- ✓ Site restoration (i.e. call-backs or return trips to the borehole locations to repair or restore settlement of borehole backfill after the completion of the field investigation program) is excluded from our scope of work and fee estimate.
- ✓ This proposal excludes the assessment of the environmental characteristics of the site. So that we can properly protect our personnel, we ask that any information regarding the presence of hazardous materials at the site be made available to our office prior to the start of our field investigation. In the event that there are known contaminants at the site we may need to revise our scope of services and our fees. Should obviously suspicious subsurface materials be encountered either visually or by odor in our geotechnical test boring, such boring will be immediately terminated. VIVID will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify or cease the remainder of the drilling program, and whether an expanded environmental assessment should be conducted. All added costs incurred as a result of suspected hazardous substances would be charged on a time-and-expense basis over and above the established fees for the site investigation.

FEE ARRANGEMENT

A breakdown of our fee estimates is shown below for the proposed geotechnical engineering services as presented above.

Culvert Crossing Construction **\$ 214,788.75**

Generally includes the following items:

- Mobilization, Equipment + Operators
- Clearing/grubbing
- Culvert pipe materials and installation
- Embankment materials, import and construction
- VIVID on-site observation

Phase 1 Geotechnical Investigation

Field Investigation \$ 217,359.55

- Attend an on-site meeting with owners/project stakeholders, and earthwork/drilling subs. to discuss earthwork, tree removal plan and equipment staging area(s)
- Perform tree removal and earthwork/access path construction for drill equipment
- Perform test pit excavation, observations, and backfilling
- Perform drilling, sampling, piezometer installation, and borehole backfilling at the dam site, water treatment plant buildings
- Perform Packer testing in select boreholes at dam site
- Perform Slug testing in piezometers at dam site
- Perform monthly groundwater level measurements for 12 months after installation

Laboratory Testing \$ 13,660.00

Project Management, Consultation, Engineering Analysis and Report \$ 53,700.00

TOTAL PHASE 1 FEE ESTIMATE **\$ 499,508.30**

Optional “TBD” Boring Cost Estimate **\$ 22,785.50**

- includes attending an on-site meeting with project stakeholders to discuss additional earthwork and tree removal plan
- includes all fieldwork performed during a separate mobilization (i.e. tree removal/earthwork for access, drilling, sampling and borehole backfilling)
- includes additional laboratory testing services and report preparation services

The time and materials fee estimates include the geotechnical services as described in this proposal. Should unforeseen conditions arise requiring a change in the scope of our work, our fee estimate may need to be increased. We will not exceed the above fee without your prior written authorization.

AUTHORIZATION AND NOTICE TO PROCEED

VIVID's services will be performed in accordance with a mutually-acceptable agreement with the City of Woodland Park. A signed copy of the agreement will serve as our formal authorization to proceed with this project. Your signed authorization will document your concurrence with the presented scope of services, assumptions, exclusions, clarifications, schedule, fees, and limitations. You may email your authorization to bmustain@vivideng.com

LIMITATIONS

VIVID shall perform its services consistent with the professional skill and care ordinarily provided by engineering firms practicing in the same or similar locality under the same or similar circumstances. VIVID shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. VIVID makes no guarantee or warranty regarding the services, communications, report, opinion, or instrument of service provided.

This proposal is valid for a period of 90 days from the date of this proposal. Should the City of Woodland Park have any questions concerning the scope, fee, assumptions, or other information provided within this proposal, please contact the undersigned at 719.896.4356.

Sincerely,



Brysen T. Mustain, PG
Engineering Geologist



William J. Barreire, PE
Senior Geotechnical Engineer
President/CEO

Attachments

- A – Glen Aspen Dam – Geotechnical Investigations – Request for Proposal**
- B – Proposed Boring and Test Pit Location Plans**

Attachment A

Glen Aspen Dam – Geotechnical Investigations – Request for Proposal



EXTERNAL MEMORANDUM

To: Mr. William Barreire, PE, Senior Geotechnical Engineer
Vivid Engineering Group, Inc.
1053 Elkhorn Drive
Colorado Springs, CO 80907

cc: Doug Schwenke, PE, RESPEC Project Manager
Rebecca Norton, PE, RESPEC

From: Stephen Bareis, PE, RESPEC

Date: April 15, 2024

Subject: Glen Aspen Dam – Geotechnical Investigations – Request for Proposal

Mr. Barreire:

RESPEC is proposing to design an off-stream storage facility and dam for the City of Woodland Park. The structure will be classified by the Colorado Division of Water Resources – Dam Safety Branch (DSB) as a High and Significant Hazard Dam. We require a detailed geotechnical investigation of the damsite, and assistance with foundation treatment recommendations and interfacing with the proposed embankment. Listed below is a general Statement of Work, which we expect you will expand upon in your proposal.

Vivid's proposal will be a key element of RESPEC's Design Proposal to the City of Woodland Park. We are hoping to be under contract with the City for all or parts of the design by July 2024. We anticipate that the drilling program could begin as early as the end of July.

General –

- Perform a Geological and Geotechnical Investigation in accordance with Rule 7.3 of the *Colorado Dam Safety – Rules and Regulations for Dam Safety and Dam Construction* document.
- Two previous investigations have been completed in and around the proposed Glen Aspen Reservoir. They are attached.
- Bore, log, and test rock and soils at approximate locations shown on the attached Preliminary Investigation Plan. At least three of the bores shall be advanced a minimum of 150-feet below the ground surface, per DSB Rules.
- Provide two shallow bore holes (to refusal) at the proposed water treatment plant.
- Excavate three test pits to rock interface at locations to be determined.
- Install three slotted pipe piezometers to a minimum depth of 10-feet below water table in three bore holes.
- Evaluate seismicity.
- Provide recommendations for further investigations.
- Provide recommendations for foundation treatment options.

Specifics –

- Locations of bore holes and test pits will be staked and surveyed by RESPEC. Means and methods shall be per CSB Rules and generally accepted geotechnical engineering

3824 JET DRIVE
RAPID CITY, SD 57703
P.O. BOX 725 // RAPID CITY, SD 57709
605.394.6400



practices. Three of the holes shall extend a minimum of 150-feet below the ground surface. Minimum depth requirements should be verified with DSB.

- Exact locations will be determined following consultation with Vivid to provide reasonable access and a variety of collected data.
- Test pits will be located where we believe there is shallow interface with bedrock. The rock shall be exposed, cleaned, and mapped to assess weathering and fracturing. Scrape the exposed rock with a light-duty backhoe (similar to a scaling operation) to assess jointing, weathering, and relative competency of the rock mass.
- Piezometers shall be 2" diameter slotted PVC, sealed at the surface. Perform slug tests. Piezometers shall be left in place.
- Log bore holes and retain representative core samples for further analysis.
- Standard soil and rock laboratory testing.
- Provide a written report no later than 45-days following completion of field work.

Anticipated Schedule –

- Indicate estimated field work time to completion following Notice-to-Proceed.
- RESPEC will have personnel on site, as requested by Vivid, during the field work.

Services Provided During Design –

- RESPEC will need assistance during early design phases to evaluate seepage and hydraulic uplift factors. Vivid will be tasked with recommending foundation treatment options and assessing onsite borrow materials for use in the proposed embankment. Vivid will also participate in peer reviews throughout the design process. RESPEC will request a separate proposal for this consultation. For the initial geotechnical investigation, Vivid shall include only opinions and options as derived from the collected field data. Do not submit a priced proposal for design services at this time.

Services Provided During Bidding & Construction Phase Services – To Be Determined.

Please submit a priced proposal confidentially to me and Doug Schwenke no later than April 25, 2024. It will be necessary to discuss and clarify your proposal, and we look forward to hearing your recommendations and concepts for completing a comprehensive investigation of the dam site. Please let us know of an appropriate time to meet or teleconference.

Stephen Bareis, PE

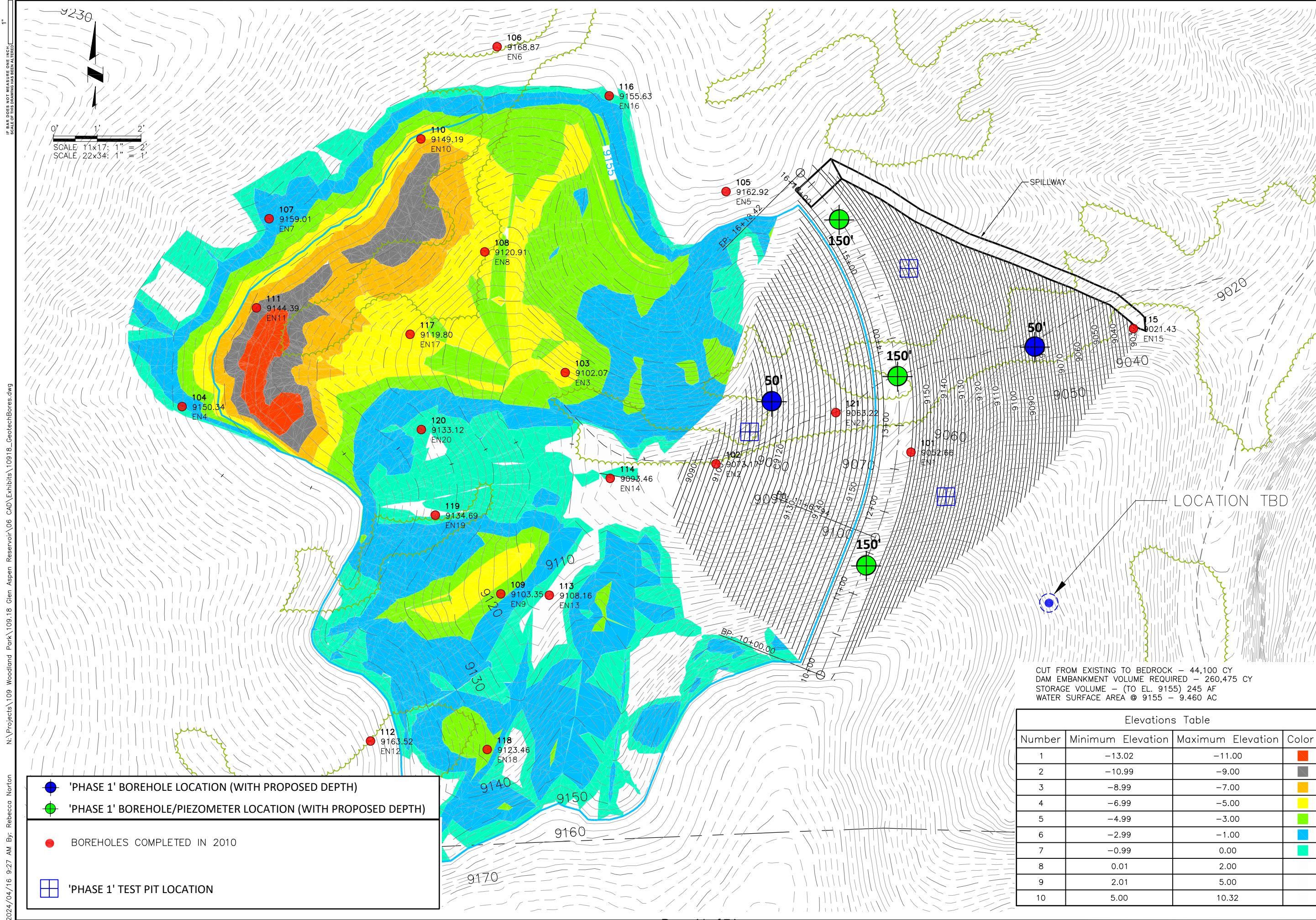
Attachments:

Preliminary Investigation Plan
Glen Aspen Borrow Source Report – Terracon, 2018
Bore Hole Logs – Entech Engineering, Inc., 2010

Attachment B

Proposed Boring and Test Pit Location Plans

N:\Projects\109 Woodland Park\109.18 Glen Aspen Reservoir\06 CAD\Exhibits\10918_GeotechBores.dwg
2024/04/16 9:27 AM By: Rebecca Norton



Colorado Springs, CO
5540 Tech Center Dr., Suite 100
Colorado Springs, CO 80919
Phone: 719.227.0072
www.respec.com

RESPEC

CITY OF WOODLAND PARK
GLEN ASPEN DAM
PRELIMINARY INVESTIGATION PLAN

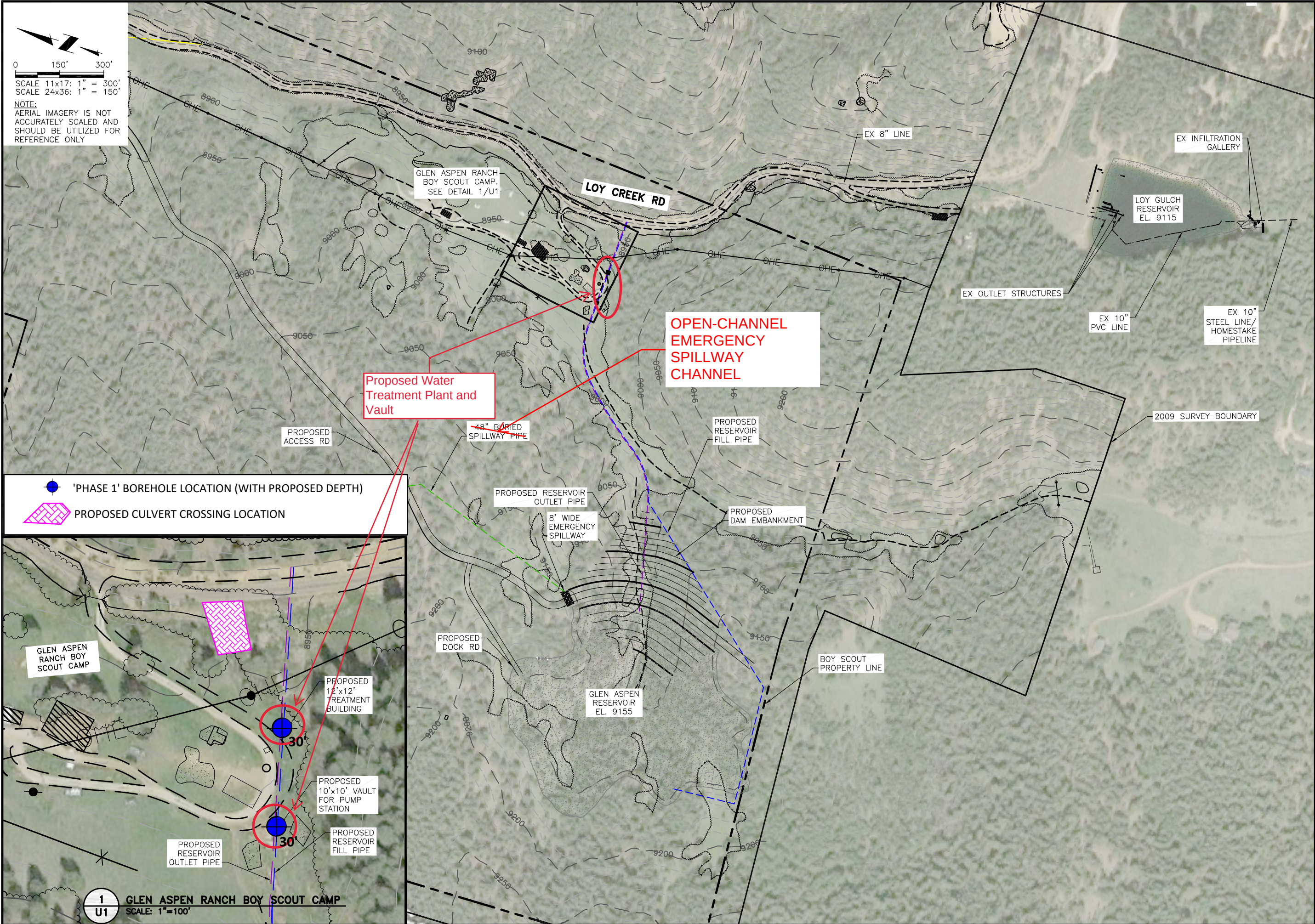
NO.	DESCRIPTION	BY	APP.	DATE
1				
2				
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5				
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EXHIBIT

Proj.#: 109.18
Date: 4/15/23
Design: REN
Drawn: REN
Check: DES

1
SHEET OF 1

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2018/07/24 12:08 PM 57 ACI



CITY OF WOODLAND PARK
GLEN ASPEN DAM
PROPOSED UTILITIES

Project No.: 109.06
Scale: AS SHOWN
Date: 07/23/18
Design: EMS
Drawn: ACH
Check: DES
Revised:

JDS-HYDRO CONSULTANTS, INC.
545 East Pikes Peak Avenue, Suite 300
Colorado Springs, Colorado 80903
(719) 227-0072

U1



STAFF REPORT

TO: Mayor Case and City Council

FROM: Aaron Vassalotti, City Manager

DATE: November 7, 2024

SUBJECT: Approval of the September 2024 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. (A)
(Presenter City Manager Aaron Vassalotti)

BACKGROUND: Approval of the September 2024 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof

RECOMMENDATION: Approval of the September 2024 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof

ATTACHMENTS: 1. Statement of Expenditures-September 2024



City of Woodland Park

Staff Report for City Council

Meeting Date: November 7th, 2024

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
	CMO/Finance	Aaron Vassalotti City Manager

ITEM:

September 2024 Statement of Expenditures

BACKGROUND:

The City Council receives and approves the Statement of Expenditures for each month.

DISCUSSION:

Please review the following and attached check registers in support of the Statement of Expenditures.

Summary

<u>September 2024</u>	
Accounts Payable Checks	634,298.36
Payroll Checks	555,773.82
CEBT-September	93,063.38
Vectra Visa credit card EFT	40,241.45
Total	1,323,377.01

The Elected Officials expenditures for September 2024 are attached as a separate report.

STAFF RECOMMENDATION:

Approve the September 2024 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

City of Woodland Park
Year End Payment Register

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
119578	CHK	A	BRIAN E. BUNDY ACCT. SUPPORT	5208 08302024	1	840.00 840.00	0.00 0.00	840.00 840.00	09/05/2024		46080
119579	CHK	A	BSN SPORT SUPPLY GROUP INC. SOCCER NET	3468 926350884	1	635.00 635.00	0.00 0.00	635.00 635.00	09/05/2024		46080
119580	CHK	A	BURLAP BAG CLOTHING/BOOTS UNIFORM - ADAY	1356 24-14009	1	164.35 164.35	0.00 0.00	164.35 164.35	09/05/2024		46080
119581	CHK	A	CHAD MILDBRANDT BARTENDING - UPCC	5159 09032024	1	187.00 187.00	0.00 0.00	187.00 187.00	09/05/2024		46080
119582	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FL UNIFORMS - FL UNIFORMS - FLEET	4977 4202114009 4202831625 4203561847	3	483.48 161.16 161.16 161.16	0.00 0.00 0.00 0.00	483.48 161.16 161.16 161.16	09/05/2024		46080
119583	CHK	A	CINTAS FIRE PROTECTION INSPECTION - PUBLIC WORKS INSPECTION - PD INSPECTION - UPCC	3604 0F47576987 0F47576989 0F47577008	3	4,501.56 1,745.28 1,449.63 1,306.65	0.00 0.00 0.00 0.00	4,501.56 1,745.28 1,449.63 1,306.65	09/05/2024		46080
119584	CHK	A	CITY OF CRIPPLE CREEK CML DINNER ATTENDANCE	1121 09052024	1	120.00 120.00	0.00 0.00	120.00 120.00	09/05/2024		46080
119585	CHK	A	CPS DISTRIBUTORS, INC MP ROTATOR - F&G	194 0017076012-001	1	253.00 253.00	0.00 0.00	253.00 253.00	09/05/2024		46080
119586	CHK	A	DANIELS LONG CHEVROLET HARNES	203 660205	1	116.41 116.41	0.00 0.00	116.41 116.41	09/05/2024		46080
119587	CHK	A	DAVE HALTER INSTALL SPRINKLER SYSTEM	5424 08242024	1	987.00 987.00	0.00 0.00	987.00 987.00	09/05/2024		46080
119588	CHK	A	ECONO SIGNS AND BARRICADE SIGNAGE - STREETS	4831 10-991463	1	277.14 277.14	0.00 0.00	277.14 277.14	09/05/2024		46080
119589	CHK	A	FALCON ENVIRONMENT CORP. PARTS - WWTP	1741 10877	1	736.33 736.33	0.00 0.00	736.33 736.33	09/05/2024		46080
119590	CHK	A	GLASS BROKER & SCREEN CO., LLC REPLACE WINDOW-UPCC	3287 29866	1	367.44 367.44	0.00 0.00	367.44 367.44	09/05/2024		46080
119591	CHK	A	GOTO COMMUNICATIONS, INC. 09/24 CHARGES	5410 IN7103177144	1	1,490.23 1,490.23	0.00 0.00	1,490.23 1,490.23	09/05/2024		46080
119592	CHK	A	GRAINGER INC. SUPPLIES - WWTP DOOR HOLDER - F&G	282 9211602819 9220595921	2	318.15 124.79 193.36	0.00 0.00 0.00	318.15 124.79 193.36	09/05/2024		46080
119593	CHK	A	JACK'S TIRE & OIL MANAGEMENT C Tire replacement TIRES	5215 24-0584998-088 24-0585495-088	2	10,064.18 7,506.96 2,557.22	0.00 0.00 0.00	10,064.18 7,506.96 2,557.22	09/05/2024		46080
119594	CHK	A	KARTCO SAFETY, LLC CONTROLLER	3645 11633	1	270.65 270.65	0.00 0.00	270.65 270.65	09/05/2024		46080

City of Woodland Park
Year End Payment Register

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
119595	CHK	A	KRISTEN VICE BARTENDING - UPCC	5599 08262024	1	13.00 13.00	0.00 0.00	13.00 13.00	09/05/2024		46080
119596	CHK	A	KS STATEBANK KYOCERA COPIER	5217 57341-9-2024	1	377.98 377.98	0.00 0.00	377.98 377.98	09/05/2024		46080
119597	CHK	A	LAW FIRM OF SUZANNE M. ROGERS, 08/24 LEGAL SERVICES	5054 09022024	1	3,000.00 3,000.00	0.00 0.00	3,000.00 3,000.00	09/05/2024		46080
119598	CHK	A	MFCP INC. PARTS	2402 9221183	1	54.78 54.78	0.00 0.00	54.78 54.78	09/05/2024		46080
119599	CHK	A	MICHAEL J. ROBERTS COMMUNITY CONCERT BAND	5636 91124	1	500.00 500.00	0.00 0.00	500.00 500.00	09/05/2024		46080
119600	CHK	A	MIDWEST BARRICADE-RENTAL DIV. MESSAGE BOARD	3323 21009756	1	1,029.00 1,029.00	0.00 0.00	1,029.00 1,029.00	09/05/2024		46080
119601	CHK	A	SEAN CUSHMAN UNIFORM REIMBURSEMENT	1 08262024	1	224.99 224.99	0.00 0.00	224.99 224.99	09/05/2024		46080
119602	CHK	A	KATHLEEN CLARK EDIE UTILITY REFUND	1 1640.01	1	28.95 28.95	0.00 0.00	28.95 28.95	09/05/2024		46080
119603	CHK	A	HYDRO TURF INC UTILITY REFUND	1 5827.08	1	52.01 52.01	0.00 0.00	52.01 52.01	09/05/2024		46080
119604	CHK	A	CYNTHIA & ROBERT AHLBORN UTILITY REFUND	1 5847.02	1	225.00 225.00	0.00 0.00	225.00 225.00	09/05/2024		46080
119605	CHK	A	OLGOONIK ENTERPRISES, LLC Construction HWY 67 project	5522 3	1	211,004.44 211,004.44	0.00 0.00	211,004.44 211,004.44	09/05/2024		46080
119606	CHK	A	PERKINS MOTOR CITY DODGE PARTS	2354 653539	1	55.13 55.13	0.00 0.00	55.13 55.13	09/05/2024		46080
119607	CHK	A	PHIL LONG FORD #46 REPAIR	504 113362	1	763.79 763.79	0.00 0.00	763.79 763.79	09/05/2024		46080
119608	CHK	A	PIONEER ATHLETICS & MTP ATHLETIC FIELD PAINT	2628 INV-212998	1	1,269.28 1,269.28	0.00 0.00	1,269.28 1,269.28	09/05/2024		46080
119609	CHK	A	PREMIER COPIER INC COPIES - WAC COPIES - WAC	5296 75613 76114	2	396.26 176.34 219.92	0.00 0.00 0.00	396.26 176.34 219.92	09/05/2024		46080
119610	CHK	A	PRIORITY RESEARCH BACKGROUND CHECKS	4392 1198934	1	168.30 168.30	0.00 0.00	168.30 168.30	09/05/2024		46080
119611	CHK	A	PROGRESSIVE COMMERCIAL AQUATIC SERVICE CALL & TRAVEL	5633 141879	1	120.00 120.00	0.00 0.00	120.00 120.00	09/05/2024		46080
119612	CHK	A	QUADNA, A DXP COMPANY Pump Station Replacement	2582 54609169	1	9,339.00 9,339.00	0.00 0.00	9,339.00 9,339.00	09/05/2024		46080
119613	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI	2805	2	419.75	0.00	419.75	09/05/2024		46080

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			LIQUOR SALE	3528005		32.00	0.00	32.00			
			LIQUOR SALES	3528006		387.75	0.00	387.75			
119614	CHK	A	STANDARD INSURANCE COMPANY	1091	1	2,710.61	0.00	2,710.61	09/05/2024		46080
			09/24 STD & LTD	09012024		2,710.61	0.00	2,710.61			
119615	CHK	A	SUNBELT RENTALS, INC	5629	1	1,567.07	0.00	1,567.07	09/05/2024		46080
			ROLLER @ MWSC	157557445-0001		1,567.07	0.00	1,567.07			
119616	CHK	A	T-MOBILE	5494	4	4,822.31	0.00	4,822.31	09/05/2024		46080
			08/2024 CHARGES	8192024		4,822.31	0.00	158.22			
			08/2024 CHARGES	8192024		4,822.31	0.00	162.04			
			08/2024 CHARGES	8192024		4,822.31	0.00	4,147.68			
			08/2024 CHARGES	8192024		4,822.31	0.00	354.37			
119617	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	2	2,092.15	0.00	2,092.15	09/05/2024		46080
			CHEMICALS - WAC	INS-17057		690.65	0.00	690.65			
			CHEMICALS - WAC	INS-17134		1,401.50	0.00	1,401.50			
119618	CHK	A	TIMBER LINE ELEC/CONTROL CORP	1145	1	2,133.00	0.00	2,133.00	09/05/2024		46080
			2025 IGC SOFTWARE	22315		2,133.00	0.00	2,133.00			
119619	CHK	A	UBEO BUSINESS SERVICES	5490	1	118.58	0.00	118.58	09/05/2024		46080
			09/24 FORMAT PRINTER	4609188		118.58	0.00	118.58			
119620	CHK	A	UTE PASS CONCRETE-SAND&GRAVEL	655	1	123.80	0.00	123.80	09/05/2024		46080
			RETAINING WALL	DE8138		123.80	0.00	123.80			
119621	CHK	A	WAGNER EQUIPMENT CO.	666	1	265.60	0.00	265.60	09/05/2024		46080
			PARTS	P39C0412602		265.60	0.00	265.60			
119622	CHK	A	WESTWOOD LAKES WATER DISTRICT	679	1	3,129.34	0.00	3,129.34	09/05/2024		46080
			07/24-08/24 WELLFIELD	08212024		3,129.34	0.00	3,129.34			
119623	CHK	A	WILSON & COMPANY, INC.	5212	3	109,039.50	0.00	109,039.50	09/05/2024		46080
			Scope/Fee CM services	127444		31,021.00	0.00	31,021.00			
			Scope/Fee CM services	128137		32,036.00	0.00	32,036.00			
			Scope/Fee CM services	128851		45,982.50	0.00	45,982.50			
119624	CHK	A	WILSON WILLIAMS LLP	5287	1	27,250.44	0.00	27,250.44	09/05/2024		46080
			08/24 LEGAL FEES	930		27,250.44	0.00	27,250.44			
119625	CHK	A	WOODLAND PUMP & SUPPLY CO INC.	699	2	4,984.00	0.00	4,984.00	09/05/2024		46080
			MOTOR	14807		4,170.00	0.00	4,170.00			
			LABOR	14809		814.00	0.00	814.00			
163	EFT	A	WEX BANK	5187	1	6,619.12	0.00	6,619.12	09/10/2024	HP	46079
			August 2024 Wex Bill	99396623		6,619.12	0.00	6,619.12			
119627	CHK	A	BADGER METER INC	4278	1	2,820.60	0.00	2,820.60	09/12/2024		46104
			CELLULAR LTE SERVICE UNIT	80169078		2,820.60	0.00	2,820.60			
119628	CHK	A	BIRCHAM'S	75	1	819.51	0.00	819.51	09/12/2024		46104
			08/24 CHARGES	375758		819.51	0.00	819.51			
119629	CHK	A	BLACK HILLS ENERGY	4035	4	4,531.22	0.00	4,531.22	09/12/2024		46104

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			08/2024 CHARGES	9052024		4,531.22	0.00	268.57			
			08/2024 CHARGES	9052024		4,531.22	0.00	176.02			
			08/2024 CHARGES	9052024		4,531.22	0.00	1,043.88			
			08/2024 CHARGES	9052024		4,531.22	0.00	3,042.75			
119630	CHK	A	BROWNS HILL ENGINEERING & CONT	4326	1	886.75	0.00	886.75	09/12/2024		46104
			SERVICE WORK - LIFT STATION	28752		886.75	0.00	886.75			
119631	CHK	A	CASELLE INC	2356	2	2,220.00	0.00	2,220.00	09/12/2024		46104
			CASELLE UPGRADE	135090		2,220.00	0.00	777.00			
			CASELLE UPGRADE	135090		2,220.00	0.00	1,443.00			
119632	CHK	A	CENTURYLINK	4342	2	436.06	0.00	436.06	09/12/2024		46104
			08/2024 CHARGES	8252024		436.06	0.00	151.86			
			08/2024 CHARGES	8252024		436.06	0.00	284.20			
119633	CHK	A	CINTAS CORPORATION NO 2	4977	1	187.75	0.00	187.75	09/12/2024		46104
			UNIFORMS - FL	4204170136		187.75	0.00	187.75			
119634	CHK	A	CINTAS FIRE PROTECTION	3604	2	4,047.08	0.00	4,047.08	09/12/2024		46104
			FIRE DOOR INSPECTION	31913		1,995.54	0.00	1,995.54			
			INSPECTION - CITY HALL	0F47056708		2,051.54	0.00	2,051.54			
119635	CHK	A	CMJA	171	1	60.00	0.00	60.00	09/12/2024		46104
			MEMBERSHIP DUES - McCLINTOCK	08152024		60.00	0.00	60.00			
119636	CHK	A	COLORADO ANALYTICAL LAB	4028	2	769.20	0.00	769.20	09/12/2024		46104
			LAB SERVICES	240801071		716.20	0.00	716.20			
			LAB SERVICES - WWTP	240820077		53.00	0.00	53.00			
119637	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	40,115.63	0.00	40,115.63	09/12/2024		46104
			09/2024 CHARGES	0952024		40,115.63	0.00	5,878.14			
			09/2024 CHARGES	0952024		40,115.63	0.00	10,695.55			
			09/2024 CHARGES	0952024		40,115.63	0.00	11,400.84			
			09/2024 CHARGES	0952024		40,115.63	0.00	12,141.10			
119638	CHK	A	DAVE HALTER	5424	1	467.50	0.00	467.50	09/12/2024		46104
			REPAIR & MATERIALS - F&G	08282024		467.50	0.00	467.50			
119639	CHK	A	DEEP ROCK	5263	1	153.87	0.00	153.87	09/12/2024		46104
			WATER COOLER SERVICE	21072370083124		153.87	0.00	153.87			
119640	CHK	A	DOCUMART COPIES & PRINTING	3252	1	385.00	0.00	385.00	09/12/2024		46104
			BUSINESS CARDS - WPPD	377884		385.00	0.00	385.00			
119641	CHK	A	EMBLEM ENTERPRISES	5425	1	73.73	0.00	73.73	09/12/2024		46104
			UNIFORM - WPPD	929228		73.73	0.00	73.73			
119642	CHK	A	ENGER, JANE	3876	2	124.50	0.00	124.50	09/12/2024		46104
			INSTRUCTOR - P&R	09052024		36.25	0.00	36.25			
			INSTRUCTOR - P&R	09052024A		88.25	0.00	88.25			
119643	CHK	A	EVERBANK, N.A.	5541	1	594.00	0.00	594.00	09/12/2024		46104
			09/24 CONTRACT	10118879		594.00	0.00	594.00			
119644	CHK	A	FORTIS GENERAL CONTRACTING LLC	5637	1	21,938.95	0.00	21,938.95	09/12/2024		46104

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			Security improvements city h	24-049		21,938.95	0.00	21,938.95			
119645	CHK	A	GOTO COMMUNICATIONS, INC. 08/24 CHARGES	5410 IN7103105699	1	1,489.94 1,489.94	0.00 0.00	1,489.94 1,489.94	09/12/2024		46104
119646	CHK	A	GOVOS 2024-2025 RENEWAL	5349 INV-7213	1	16,302.00 16,302.00	0.00 0.00	16,302.00 16,302.00	09/12/2024		46104
119647	CHK	A	GRAINGER INC. SUPPLIES - WTP GASKET - WTP PADLOCK - F&G	282 9218034669 9218285881 9233446849	3	988.56 520.74 109.80 358.02	0.00 0.00 0.00 0.00	988.56 520.74 109.80 358.02	09/12/2024		46104
119648	CHK	A	HOME DEPOT CREDIT SERVICES 08/2024 CHARGES	1758 9122024	1	121.96 121.96	0.00 0.00	121.96 121.96	09/12/2024		46104
119649	CHK	A	INDIGO WATER GROUP, LLC TRAINING CLASSES	5174 7283	1	200.00 200.00	0.00 0.00	200.00 200.00	09/12/2024		46104
119650	CHK	A	K&K TREE SERVICE/CHIPPING LLC LOOP-MEADOWOOD PARK	3995 100-93024	1	2,075.00 2,075.00	0.00 0.00	2,075.00 2,075.00	09/12/2024		46104
119651	CHK	A	MACDOUGALL & WOLDRIDGE, PC PROFESSIONAL FEES	1228 162974	1	936.00 936.00	0.00 0.00	936.00 936.00	09/12/2024		46104
119652	CHK	A	MICHOW GUCKENBERGER MCASKIN LL 07/2024 CHARGES 06/2024 CHARGES	5609 WPDDA.JUL2024.001 WPDDA.JUN2024.001	2	378.00 270.00 108.00	0.00 0.00 0.00	378.00 270.00 108.00	09/12/2024		46104
119653	CHK	A	STEVEN WALSH UNIFORM REIMBURSEMENT UNIFORM REIMBURSEMENT	1 09042024 09042024	2	169.98 169.98 169.98	0.00 0.00 0.00	169.98 98.00 71.98	09/12/2024		46104
119654	CHK	A	PURPLE MOUNTAIN HOSPITALITY II TIF REIMBURSEMENT AGREEMENT	1 09052024	1	23,094.64 23,094.64	0.00 0.00	23,094.64 23,094.64	09/12/2024		46104
119655	CHK	A	JAMIE TRAFFAS REFUND-AMENDED TAX RETURN	1 09052024A	1	407.95 407.95	0.00 0.00	407.95 407.95	09/12/2024		46104
119656	CHK	A	JESSICA BROWN UTILITY REFUND	1 1671.05	1	75.00 75.00	0.00 0.00	75.00 75.00	09/12/2024		46104
119657	CHK	A	MARIAN AVOY UTILITY REFUND	1 1705.06	1	40.80 40.80	0.00 0.00	40.80 40.80	09/12/2024		46104
119658	CHK	A	MELODY KLEMA NYE DECORATIONS	1 24010125	1	150.00 150.00	0.00 0.00	150.00 150.00	09/12/2024		46104
119659	CHK	A	MICHAEL & KIMBERLY TAXIERA UTILITY REFUND	1 4683.05	1	39.80 39.80	0.00 0.00	39.80 39.80	09/12/2024		46104
119660	CHK	A	STEVEN & RUTH JONES UTILITY REFUND	1 5745.02	1	16.80 16.80	0.00 0.00	16.80 16.80	09/12/2024		46104
119661	CHK	A	NAPA AUTO PARTS 08/2024 CHARGES	2048 8312024	2	1,069.59 1,069.59	0.00 0.00	1,069.59 11.99	09/12/2024		46104

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			08/2024 CHARGES	8312024		1,069.59	0.00	1,057.60			
119662	CHK	A	NICHOLE DEONN SAUER INSTRUCTOR - P&R	5572 09052024	1	39.00 39.00	0.00 0.00	39.00 39.00	09/12/2024		46104
119663	CHK	A	O'REILLY AUTOMOTIVE STORES, IN 08/2024 CHARGES	4531 8202024	1	104.71 104.71	0.00 0.00	104.71 104.71	09/12/2024		46104
119664	CHK	A	PIONEER ATHLETICS & MTP FIELD PAINT - F&G PARTS - F&G PARTS - F&G PARTS - F&G	2628 INV-215368 INV-216200 INV-216201 INV-217200	4	5,419.56 3,933.62 1,135.59 340.50 9.85	0.00 0.00 0.00 0.00 0.00	5,419.56 3,933.62 1,135.59 340.50 9.85	09/12/2024		46104
119665	CHK	A	QUADIANT FINANCE USA, INC POSTAGE METER REFILL	5204 08282024	1	500.00 500.00	0.00 0.00	500.00 500.00	09/12/2024		46104
119666	CHK	A	SCHMIDT CONSTRUCTION ASPHALT - ST	559 2927446	1	363.75 363.75	0.00 0.00	363.75 363.75	09/12/2024		46104
119667	CHK	A	SGS ACCUTEST INC. 07/24 WATER QUALITY TESTS 07/24 WATER QUALITY TESTS	4859 52160157134 52160157277	2	416.00 208.00 208.00	0.00 0.00 0.00	416.00 208.00 208.00	09/12/2024		46104
119668	CHK	A	SKAGGS COMPANIES, INC UNIFORMS - WPPD UNIFORM - WPPD UNIFORM - CREDIT UNIFORM - WPPD UNIFORMS - WPPD UNIFORM - F&G UNIFORMS - WPPD UNIFORM - WPPD UNIFORM - WPPD UNIFORM - WPPD	635 100_A_224244_5 100_A_2316366 100_A_231636_5 100_A_238024_5 100_A_238024_6 100_A_239771_2 100_A_242735_2 100_A_242735_3 100_A_242735_4 100_A_242956_1	10	1,226.58 91.98 112.00 264.00 307.00 98.00 308.00 426.00 69.60 26.00 52.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,226.58 91.98 112.00 264.00 307.00 98.00 308.00 426.00 69.60 26.00 52.00	09/12/2024		46104
119669	CHK	A	SOLITUDE LAKE MANAGEMENT 09/24 POND MAINTENANCE	5073 PSI102584	1	440.96 440.96	0.00 0.00	440.96 440.96	09/12/2024		46104
119670	CHK	A	SULLIVANGREENSEAVY, LLC PROFESSIONAL FEES	5578 1258	1	187.50 187.50	0.00 0.00	187.50 187.50	09/12/2024		46104
119671	CHK	A	T-MOBILE 08/2024 CHARGES 08/2024 CHARGES 08/2024 CHARGES 08/2024 CHARGES	5494 9122024 9122024 9122024 9122024	4	4,962.77 4,962.77 4,962.77 4,962.77	0.00 0.00 0.00 0.00	4,962.77 158.22 162.04 4,288.14 354.37	09/12/2024		46104
119672	CHK	A	TDS BROADBAND LLC 09/24 CHARGES 06/54-09/24 CHARGES 09/24 CHARGES 09/2024 CHARGES 09/24 CHARGES	5335 08252024 08252024B 08252024C 08252024D 08252024E	5	6,718.36 1,935.09 3,218.86 638.78 833.18 92.45	0.00 0.00 0.00 0.00 0.00 0.00	6,718.36 1,935.09 3,218.86 638.78 833.18 92.45	09/12/2024		46104
119673	CHK	A	TELLER COUNTY WASTE	4158	4	1,062.00	0.00	1,062.00	09/12/2024		46104

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			10/2023 CHARGES	09022024		1,062.00	0.00	49.00			
			10/2023 CHARGES	09022024		1,062.00	0.00	114.00			
			10/2023 CHARGES	09022024		1,062.00	0.00	669.00			
			10/2023 CHARGES	09022024		1,062.00	0.00	230.00			
119674	CHK	A	TERRAGENESIS	5627	2	3,101.75	0.00	3,101.75	09/12/2024		46104
			BIOSOLIDS TRANSPORT	J000164		1,050.65	0.00	1,050.65			
			BIOSOLIDS TRANSPORT	J000167		2,051.10	0.00	2,051.10			
119675	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	491.49	0.00	491.49	09/12/2024		46104
			UTILITY LOCATES	224081575		491.49	0.00	172.03			
			UTILITY LOCATES	224081575		491.49	0.00	319.46			
119676	CHK	A	USA BLUEBOOK	5471	1	591.41	0.00	591.41	09/12/2024		46104
			LAB SUPPLIES - WTP	INV00450043		591.41	0.00	591.41			
119677	CHK	A	VERO BROADBAND, LLC	5423	2	7,076.69	0.00	7,076.69	09/12/2024		46104
			09/2024 CHARGES	77000		7,076.69	0.00	800.00			
			09/2024 CHARGES	77000		7,076.69	0.00	6,276.69			
119678	CHK	A	WAXIE SANITARY SUPPLY	4189	1	822.72	0.00	822.72	09/12/2024		46104
			CUSTODIAL SUPPLIES - F&G	82696501		822.72	0.00	822.72			
119679	CHK	A	ALLIE OSSINGER	5542	2	77.00	0.00	77.00	09/19/2024		46148
			BARTENDING - UPCC	09122024		61.00	0.00	61.00			
			MEETING - BARTENDING	09182024		16.00	0.00	16.00			
119680	CHK	A	BASLINE ENGINEERING CORPORATI	5408	6	8,204.50	0.00	8,204.50	09/19/2024		46148
			SERVICES THROUGH 07/2024	31978		1,952.00	0.00	1,952.00			
			SERVICES THROUGH 07/2024	31979		244.00	0.00	244.00			
			SERVICES THROUGH 07/2024	31980		122.00	0.00	122.00			
			SERVICES THROUGH 04/2024	31981		1,494.50	0.00	1,494.50			
			SERVICES THROUGH 08/2024	32411		4,239.50	0.00	4,239.50			
			SERVICES THROUGH 08/2024	32412		152.50	0.00	152.50			
119681	CHK	A	BATTERIES PLUS BULBS	2133	1	36.15	0.00	36.15	09/19/2024		46148
			BATTERY - WTP	P74389506		36.15	0.00	36.15			
119682	CHK	A	BLUE BLOSSOM CLEANING	5617	1	8,225.90	0.00	8,225.90	09/19/2024		46148
			09/24 CLEANING	3766		8,225.90	0.00	8,225.90			
119683	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	2	1,664.12	0.00	1,664.12	09/19/2024		46148
			PARTS	66164310		1,633.40	0.00	1,633.40			
			PLUG	66165033		30.72	0.00	30.72			
119684	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	09/19/2024		46148
			ACCT. SUPPORT	09132024		840.00	0.00	840.00			
119685	CHK	A	CASELLE INC	2356	2	534.00	0.00	534.00	09/19/2024		46148
			10/24 CONTRACT	135294		534.00	0.00	347.10			
			10/24 CONTRACT	135294		534.00	0.00	186.90			
119686	CHK	A	CHAD MILDBRANDT	5159	2	230.50	0.00	230.50	09/19/2024		46148
			BARTENDING - UPCC	09162024		212.50	0.00	212.50			
			MEETING - BARTENDING	09182024		18.00	0.00	18.00			

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119687	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FL	4977 4204992256	1	161.16 161.16	0.00 0.00	161.16 161.16	09/19/2024		46148
119688	CHK	A	CINTAS FIRE PROTECTION INSPECTION	3604 0F47577948	1	277.74 277.74	0.00 0.00	277.74 277.74	09/19/2024		46148
119689	CHK	A	COLO DEPT OF PUBLIC HEALTH 2024-2025 ANNUAL FEE PERMIT 2024-2025 ANNUAL PRETREATMENT 2024-2025 ANNUAL FEE PERMIT	1057 WU251171372 WU251171373 WU251171537	3	5,179.00 4,538.00 92.00 549.00	0.00 0.00 0.00 0.00	5,179.00 4,538.00 92.00 549.00	09/19/2024		46148
119690	CHK	A	COLORADO ANALYTICAL LAB LAB SERVICES	4028 240801053	1	535.40 535.40	0.00 0.00	535.40 535.40	09/19/2024		46148
119691	CHK	A	DAIKIN APPLIED AMERICA INC WAC HVAC annual maintenance	5563 3464182	1	3,286.90 3,286.90	0.00 0.00	3,286.90 3,286.90	09/19/2024		46148
119692	CHK	A	DALE WINTERS OFFICIAL - P&R	5500 09182024	1	380.00 380.00	0.00 0.00	380.00 380.00	09/19/2024		46148
119693	CHK	A	DAVE HALTER TROUBLESHOOT DRIP SYSTEM REPAIR - LIONS PARK	5424 09022024 09042024	2	965.00 660.00 305.00	0.00 0.00 0.00	965.00 660.00 305.00	09/19/2024		46148
119694	CHK	A	DYLAN MILD BRANDT BARTENDING - UPCC MEETING - BARTENDING	5312 09142024 09182024	2	150.50 133.50 17.00	0.00 0.00 0.00	150.50 133.50 17.00	09/19/2024		46148
119695	CHK	A	EL PASO CTY PUBLIC HEALTH LABO 08/24 BACTERIOLOGICAL	241 EHS202119835	1	252.00 252.00	0.00 0.00	252.00 252.00	09/19/2024		46148
119696	CHK	A	EMPLOYERS COUNCIL SERVICES, IN BACKGROUND CHECK	5099 0000517825	1	309.00 309.00	0.00 0.00	309.00 309.00	09/19/2024		46148
119697	CHK	A	ENCORE ELECTRIC, INC TROUBLESHOOT - WAC	5635 74681A	1	495.00 495.00	0.00 0.00	495.00 495.00	09/19/2024		46148
119698	CHK	A	GAZETTE, THE LEGAL NOTICES	276 08312024	1	88.47 88.47	0.00 0.00	88.47 88.47	09/19/2024		46148
119699	CHK	A	HOLMAN PLOW PARTS	4630 2033140	1	1,187.00 1,187.00	0.00 0.00	1,187.00 1,187.00	09/19/2024		46148
119700	CHK	A	INTERSTATE CHEMICAL CO, INC. SODIUM HYPOCHLORITE-WTP	2387 585502	1	7,041.15 7,041.15	0.00 0.00	7,041.15 7,041.15	09/19/2024		46148
119701	CHK	A	JOHN BREITENSTEIN OFFICIAL - P&R	5540 09182024	1	212.00 212.00	0.00 0.00	212.00 212.00	09/19/2024		46148
119702	CHK	A	KRISTEN VICE BARTENDING - UPCC	5599 09132024	1	27.00 27.00	0.00 0.00	27.00 27.00	09/19/2024		46148
119703	CHK	A	MATTIAS GOLDBERG OFFICIAL - P&R	5641 09182024	1	110.00 110.00	0.00 0.00	110.00 110.00	09/19/2024		46148
119704	CHK	A	MIDWEST LABORATORIES, INC	5507	1	373.00	0.00	373.00	09/19/2024		46148

City of Woodland Park
Year End Payment Register

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			LABS - WWTP	1200070		373.00	0.00	373.00			
119705	CHK	A	TYE BROWN REIMBURSEMENT	1 09162024	1	308.00 308.00	0.00 0.00	308.00 308.00	09/19/2024		46148
119706	CHK	A	DAVID PEREZ CLOTHING REIMBURSEMENT	1 09162024A	1	68.22 68.22	0.00 0.00	68.22 68.22	09/19/2024		46148
119707	CHK	A	JASON PROPP UTILITY REFUND	1 1955.01	1	16.39 16.39	0.00 0.00	16.39 16.39	09/19/2024		46148
119708	CHK	A	ABIGAIL HAM UTILITY REFUND	1 3626.12	1	33.19 33.19	0.00 0.00	33.19 33.19	09/19/2024		46148
119709	CHK	A	JEFFREY MORRIS UTILITY REFUND	1 5336.15	1	23.38 23.38	0.00 0.00	23.38 23.38	09/19/2024		46148
119710	CHK	A	KIMBERLY & RICHARD BELLEFEUILL UTILITY REFUND	1 5719.03	1	222.43 222.43	0.00 0.00	222.43 222.43	09/19/2024		46148
119711	CHK	A	MBI CONTRACTORS UTILITY REFUND	1 6270.01	1	84.75 84.75	0.00 0.00	84.75 84.75	09/19/2024		46148
119712	CHK	A	PERKINS MOTOR CITY DODGE #87 SOLENOID	2354 656856	1	242.50 242.50	0.00 0.00	242.50 242.50	09/19/2024		46148
119713	CHK	A	PITNEY BOWES GLOBAL FINANCIAL 10/24 POSTAGE METER LEASE	2479 3319660118	1	90.00 90.00	0.00 0.00	90.00 90.00	09/19/2024		46148
119714	CHK	A	PROGRESSIVE COMMERCIAL AQUATIC CONTROLLER - WAC	5633 IC2266	1	4,470.85 4,470.85	0.00 0.00	4,470.85 4,470.85	09/19/2024		46148
119715	CHK	A	PURCELL TIRE & RUBBER COMPANY TIRES	5638 24-0599837-088	1	586.20 586.20	0.00 0.00	586.20 586.20	09/19/2024		46148
119716	CHK	A	RAMPART SUPPLY, INC. FAUCET	528 S6564353.001	1	137.81 137.81	0.00 0.00	137.81 137.81	09/19/2024		46148
119717	CHK	A	RECREONICS, INC LOCKER COMBO	5046 0016246260-001	1	3,162.59 3,162.59	0.00 0.00	3,162.59 3,162.59	09/19/2024		46148
119718	CHK	A	SGS ACCUTEST INC. 08/24 WATER QUALITY TEST	4859 52160157772	1	208.00 208.00	0.00 0.00	208.00 208.00	09/19/2024		46148
119719	CHK	A	SIMPLIFILE LC RECORDING FEES	4767 471384165961SFL	1	15.00 15.00	0.00 0.00	15.00 15.00	09/19/2024		46148
119720	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE	581 S0197804	1	21.63 21.63	0.00 0.00	21.63 21.63	09/19/2024		46148
119721	CHK	A	SPRUCE NETWORKS, LLC Network Engineering Support Rampart Range Network Engineer	5437 1024 1025	2	1,837.50 1,750.00 87.50	0.00 0.00 0.00	1,837.50 1,750.00 87.50	09/19/2024		46148
119722	CHK	A	TDS BROADBAND LLC 09/24-10/24 CHARGES	5335 09062024	1	89.95 89.95	0.00 0.00	89.95 89.95	09/19/2024		46148

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
119723	CHK	A	TELLER COUNTY WASTE	4158	1	940.00	0.00	940.00	09/19/2024		46148
			10/24 RESTROOM CHARGES	09022024A		940.00	0.00	940.00			
119724	CHK	A	TERRAGENESIS	5627	2	2,039.44	0.00	2,039.44	09/19/2024		46148
			BIOSOLID HAULING - WWTP	J000176		1,007.14	0.00	1,007.14			
			BIOSOLID HAULING - WWTP	J000183		1,032.30	0.00	1,032.30			
119725	CHK	A	WAXIE SANITARY SUPPLY	4189	1	416.36	0.00	416.36	09/19/2024		46148
			CUSTODIAL SUPPLIES - WAC	82709827		416.36	0.00	416.36			
165	EFT	A	TRACTOR SUPPLY COMPANY	4753	1	1,019.96	0.00	1,019.96	09/24/2024	HP	46204
			Aug TR Sup	083024		1,019.96	0.00	1,019.96			
168	EFT	A	KEG 1 COLORADO LLC	5200	1	95.30	0.00	95.30	09/26/2024	VOID	46226
			Keg 1 Sept 23	W3761596		95.30	0.00	95.30			
REGISTER TOTALS			Checks: 149	Voids: 1	221	634,298.36	0.00	634,298.36			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
19385	Public Works Director	1	14,302.66	5,231.66	9,071.00	45539
19386	Lifeguard	1	216.30	18.55	197.75	45541
19387	Lifeguard	1	133.88	10.24	123.64	45541
19388	Lifeguard	1	177.90	13.61	164.29	45541
19389	Lifeguard	1	64.35	4.92	59.43	45541
19390	Lifeguard	1	137.25	10.50	126.75	45541
19391	Lifeguard	1	331.66	32.37	299.29	45541
19392	Maint. Worker I - PBG	1	2,138.74	599.95	1,538.79	45541
19393	Lifeguard	1	234.33	20.93	213.40	45541
19394	Police Officer I	1	10,208.31	2,984.05	7,224.26	45551
19395	Lifeguard	1	64.26	4.92	59.34	45555
19396	Lifeguard	1	193.04	15.77	177.27	45555
19397	Lifeguard	1	26.50	2.02	24.48	45555
19398	Lifeguard	1	125.81	9.63	116.18	45555
19399	Lifeguard	1	310.03	29.71	280.32	45555
19400	Seasonal MW	1	428.40	43.77	384.63	45555
19401	Maint. Worker I - PBG	1	2,406.04	675.21	1,730.83	45555
19402	Lifeguard	1	273.98	24.96	249.02	45555
56496	WWTO	1	2,276.23	571.92	1,704.31	45541
56497	Fleet Mechanic I	1	2,421.17	749.43	1,671.74	45541
56498	MWI	1	2,274.60	531.46	1,743.14	45541
56499	Permit Technician	1	1,833.55	595.02	1,238.53	45541
56500	Captain	1	5,089.41	1,444.67	3,644.74	45541
56501	Police Officer I	1	2,876.03	738.21	2,137.82	45541
56502	Help Desk Technician	1	1,833.55	442.93	1,390.62	45541
56503	Lifeguard	1	292.01	27.33	264.68	45541
56504	Dispatcher I	1	2,078.11	542.19	1,535.92	45541
56505	Lifeguard	1	53.55	4.09	49.46	45541
56506	WTO	1	2,136.80	617.15	1,519.65	45541
56507	Utility Billing Techni	1	2,447.20	648.48	1,798.72	45541
56508	Planner II	1	3,164.89	991.59	2,173.30	45541
56509	Budget Manager	1	4,237.46	1,057.98	3,179.48	45541
56510	Crew Chief-Operators	1	3,508.96	988.58	2,520.38	45541
56511	Water Fitness Instruct	1	506.03	45.72	460.31	45541
56512	Sergeant	1	4,695.70	1,010.70	3,685.00	45541
56513	Dispatcher	1	2,128.50	425.59	1,702.91	45541
56514	MUNICIPAL COURT CLERK	1	1,898.30	412.41	1,485.89	45541
56515	MWII	1	1,926.58	479.88	1,446.70	45541
56516	Police Officer II	1	3,268.90	629.86	2,639.04	45541
56517	Lieutenant	1	4,884.21	1,047.67	3,836.54	45541
56518	MWI	1	1,942.46	457.15	1,485.31	45541
56519	Dispatcher II	1	2,443.29	808.59	1,634.70	45541
56520	Chief of Police	1	5,863.78	1,715.22	4,148.56	45541
56521	Lifeguard	1	151.41	11.57	139.84	45541
56522	Code Enforcement	1	2,307.21	559.87	1,747.34	45541
56523	Operator I	1	2,035.20	452.66	1,582.54	45541
56524	WW Plant Operator	1	3,649.60	867.76	2,781.84	45541
56525	Police Officer I	1	3,514.38	998.76	2,515.62	45541
56526	MWI	1	1,942.46	302.97	1,639.49	45541
56527	Lifeguard	1	170.33	13.03	157.30	45541
56528	Lifeguard	1	18.03	1.38	16.65	45541

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56529	Operations Manager	1	4,212.07	1,032.96	3,179.11	45541
56530	Lifeguard	1	476.91	49.48	427.43	45541
56531	Lifeguard	1	226.35	40.32	186.03	45541
56532	Lifeguard	1	775.93	107.80	668.13	45541
56533	Lifeguard	1	408.14	41.23	366.91	45541
56534	Senior Planner	1	3,564.29	1,092.75	2,471.54	45541
56535	Lifeguard	1	201.88	16.43	185.45	45541
56536	MW I	1	1,767.46	660.86	1,106.60	45541
56537	Lifeguard	1	861.05	125.82	735.23	45541
56538	Dispatcher I	1	2,862.32	949.94	1,912.38	45541
56539	Communications Coordinator	1	2,707.30	720.70	1,986.60	45541
56540	Finance Admin. Asst./C	1	2,100.38	485.06	1,615.32	45541
56541	Dispatcher II	1	2,283.17	540.69	1,742.48	45541
56542	HR Manager	1	4,183.89	1,689.51	2,494.38	45541
56543	Police Officer II	1	3,016.30	615.28	2,401.02	45541
56544	MWI	1	1,942.46	408.43	1,534.03	45541
56545	Parks and Rec Director	1	4,810.94	1,662.29	3,148.65	45541
56546	WWTO	1	2,168.00	462.87	1,705.13	45541
56547	Head Lifeguard	1	1,170.49	237.38	933.11	45541
56548	Event Center Coordinat	1	2,157.70	639.15	1,518.55	45541
56549	Lifeguard	1	64.89	4.96	59.93	45541
56550	Associate Project Manager	1	3,523.86	1,284.32	2,239.54	45541
56551	Operator	1	2,682.14	597.61	2,084.53	45541
56552	POIII	1	4,151.22	1,205.95	2,945.27	45541
56553	Deputy City Manager	1	6,113.65	3,439.33	2,674.32	45541
56554	Lifeguard	1	75.71	5.79	69.92	45541
56555	Dispatcher II	1	2,510.75	699.09	1,811.66	45541
56556	WWTO	1	2,545.46	782.22	1,763.24	45541
56557	Assistant Aquatics Manager	1	2,032.54	313.86	1,718.68	45541
56558	Police Officer III	1	4,452.01	954.06	3,497.95	45541
56559	Lifeguard	1	397.43	40.40	357.03	45541
56560	POIII	1	2,946.72	749.45	2,197.27	45541
56561	Lifeguard	1	299.22	28.89	270.33	45541
56562	Presiding Municipal Co	1	541.29	50.41	490.88	45541
56563	Sport Site Supervisor	1	320.97	31.56	289.41	45541
56564	Lifeguard	1	454.23	46.74	407.49	45541
56565	UPCC-ASSISTANT	1	660.24	115.83	544.41	45541
56566	UPCC-ASSISTANT	1	385.60	31.50	354.10	45541
56567	Sports Site Supervisor	1	2,176.94	439.25	1,737.69	45541
56568	Program Coordinator	1	2,270.93	647.95	1,622.98	45541
56569	Lifeguard	1	335.27	32.65	302.62	45541
56570	Fleet Mechanic I	1	2,339.70	703.51	1,636.19	45541
56571	MWII Streets	1	2,238.40	450.21	1,788.19	45541
56572	Superintendent	1	3,687.50	1,208.25	2,479.25	45541
56573	Lifeguard	1	884.10	130.89	753.21	45541
56574	Lifeguard	1	105.84	8.10	97.74	45541
56575	Sergeant	1	3,804.45	852.01	2,952.44	45541
56576	Sales Tax Accountant	1	2,136.80	616.43	1,520.37	45541
56577	Lifeguard	1	437.23	66.10	371.13	45541
56578	Lifeguard	1	102.20	7.82	94.38	45541
56579	PO III	1	1,158.85	1,008.35	150.50	45541

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56580	Dispatcher	1	1,941.26	694.22	1,247.04	45541
56581	CMO Admin Assist	1	2,374.20	481.55	1,892.65	45541
56582	Planning Director	1	4,851.96	2,442.88	2,409.08	45541
56583	Dispatcher I	1	2,024.02	593.31	1,430.71	45541
56584	Systems Admin	1	2,928.79	648.72	2,280.07	45541
56585	Police Officer I	1	2,433.52	417.70	2,015.82	45541
56586	Operator	1	2,491.59	610.04	1,881.55	45541
56587	Utilities Technician	1	1,685.86	409.21	1,276.65	45541
56588	Operator	1	1,474.75	345.12	1,129.63	45541
56589	Operator	1	2,035.10	484.67	1,550.43	45541
56590	Permit Technician	1	326.40	49.97	276.43	45541
56591	Operator	1	3,640.94	1,421.83	2,219.11	45541
56592	GSI Tech	1	2,179.01	603.18	1,575.83	45541
56593	Lifeguard	1	28.84	2.20	26.64	45541
56594	HR Admin	1	1,652.80	382.18	1,270.62	45541
56595	Lead Lifeguard	1	576.51	80.14	496.37	45541
56596	Fleet Crew Chief	1	3,194.64	1,134.66	2,059.98	45541
56597	Police Officer I	1	2,779.55	835.02	1,944.53	45541
56598	Lifeguard	1	1,045.80	167.20	878.60	45541
56599	General Ledger Accountant	1	2,457.79	609.78	1,848.01	45541
56600	Lifeguard	1	64.89	4.96	59.93	45541
56601	Support Servcs Manager	1	3,532.57	1,013.59	2,518.98	45541
56602	Police Officer I	1	3,588.01	916.56	2,671.45	45541
56603	Crew Chief - PBG	1	3,211.09	910.81	2,300.28	45541
56604	City Manager	1	7,278.20	2,366.70	4,911.50	45541
56605	Administrative Assistant	1	1,685.86	392.15	1,293.71	45541
56606	Sergeant	1	3,845.89	1,031.67	2,814.22	45541
56607	PT Meter Reader	1	1,102.14	200.31	901.83	45541
56608	City Inspector	1	2,677.30	873.05	1,804.25	45541
56609	Aquatic Manager	1	3,367.41	1,051.37	2,316.04	45541
56610	WTP CHIEF OPERATOR	1	4,630.12	2,349.28	2,280.84	45541
56611	Lifeguard	1	3.61	0.28	3.33	45541
56612	Utilities Director	1	5,863.91	2,648.43	3,215.48	45541
56613	WTO A	1	3,155.16	875.94	2,279.22	45541
56614	Lifeguard	1	364.55	35.89	328.66	45541
56615	Sports Site Coordinator	1	115.22	8.81	106.41	45541
56616	Front Desk Representative	1	121.28	9.28	112.00	45541
56617	WWTO	1	2,011.09	539.65	1,471.44	45555
56618	Fleet Mechanic I	1	2,511.95	770.79	1,741.16	45555
56619	MWI	1	1,785.00	413.26	1,371.74	45555
56620	Permit Technician	1	1,833.55	595.03	1,238.52	45555
56621	Fitness Instructor	1	27.99	2.14	25.85	45555
56622	Captain	1	4,089.41	1,199.77	2,889.64	45555
56623	Help Desk Technician	1	1,867.93	450.70	1,417.23	45555
56624	Lifeguard	1	147.81	11.30	136.51	45555
56625	Lifeguard	1	396.55	40.34	356.21	45555
56626	Dispatcher I	1	2,402.86	636.32	1,766.54	45555
56627	Lifeguard	1	149.94	11.47	138.47	45555
56628	WTO	1	2,559.89	713.90	1,845.99	45555
56629	Utility Billing Techni	1	2,447.20	648.48	1,798.72	45555
56630	Planner II	1	3,164.89	991.59	2,173.30	45555

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56631	Budget Manager	1	4,062.46	1,016.60	3,045.86	45555
56632	Crew Chief-Operators	1	3,245.03	898.32	2,346.71	45555
56633	Water Fitness Instruct	1	622.80	59.64	563.16	45555
56634	Sergeant	1	3,440.70	750.20	2,690.50	45555
56635	Dispatcher	1	2,075.60	402.97	1,672.63	45555
56636	MUNICIPAL COURT CLERK	1	1,982.87	433.01	1,549.86	45555
56637	MWII	1	1,981.24	492.63	1,488.61	45555
56638	Police Officer II	1	3,278.05	607.16	2,670.89	45555
56639	Lieutenant	1	3,709.21	771.22	2,937.99	45555
56640	MWI	1	1,767.46	414.75	1,352.71	45555
56641	Dispatcher II	1	2,443.29	808.60	1,634.69	45555
56642	Chief of Police	1	5,863.78	1,715.21	4,148.57	45555
56643	Lifeguard	1	349.69	34.75	314.94	45555
56644	Code Enforcement	1	2,132.21	518.49	1,613.72	45555
56645	Operator I	1	2,588.52	586.38	2,002.14	45555
56646	WW Plant Operator	1	4,470.76	1,064.63	3,406.13	45555
56647	Police Officer I	1	3,539.72	1,005.69	2,534.03	45555
56648	MWI	1	1,767.46	282.58	1,484.88	45555
56649	Lifeguard	1	295.23	27.58	267.65	45555
56650	Lifeguard	1	133.39	10.20	123.19	45555
56651	Operations Manager	1	4,037.07	990.57	3,046.50	45555
56652	Lifeguard	1	471.65	49.08	422.57	45555
56653	Lifeguard	1	226.35	40.32	186.03	45555
56654	Lifeguard	1	722.94	95.44	627.50	45555
56655	Lifeguard	1	420.03	43.13	376.90	45555
56656	Senior Planner	1	3,564.29	1,092.77	2,471.52	45555
56657	Lifeguard	1	100.94	7.73	93.21	45555
56658	Swim Instructor	1	102.94	7.88	95.06	45555
56659	MW I	1	1,767.46	660.86	1,106.60	45555
56660	Lifeguard	1	606.38	69.87	536.51	45555
56661	Dispatcher I	1	2,472.02	856.24	1,615.78	45555
56662	Communications Coordinator	1	3,240.28	784.46	2,455.82	45555
56663	Finance Admin. Asst./C	1	2,100.38	485.07	1,615.31	45555
56664	Dispatcher II	1	2,425.87	563.18	1,862.69	45555
56665	HR Manager	1	4,183.89	1,483.57	2,700.32	45555
56666	Police Officer II	1	2,980.81	606.02	2,374.79	45555
56667	Lifeguard	1	32.34	2.48	29.86	45555
56668	MWI	1	1,833.73	385.22	1,448.51	45555
56669	Parks and Rec Director	1	4,810.94	1,662.29	3,148.65	45555
56670	WWTO	1	2,168.00	462.88	1,705.12	45555
56671	Head Lifeguard	1	969.59	188.92	780.67	45555
56672	Event Center Coordinat	1	2,157.70	639.15	1,518.55	45555
56673	Lifeguard	1	212.70	18.27	194.43	45555
56674	Associate Project Manager	1	3,379.03	1,249.87	2,129.16	45555
56675	Operator	1	2,258.69	476.99	1,781.70	45555
56676	POIII	1	3,236.13	946.55	2,289.58	45555
56677	Deputy City Manager	1	6,113.65	3,439.34	2,674.31	45555
56678	Lifeguard	1	32.45	2.49	29.96	45555
56679	Dispatcher II	1	2,439.02	663.64	1,775.38	45555
56680	WWTO	1	3,038.81	900.17	2,138.64	45555
56681	Assistant Aquatics Manager	1	1,900.00	297.72	1,602.28	45555

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56682	Police Officer III	1	5,128.76	1,044.98	4,083.78	45555
56683	Lifeguard	1	537.47	57.12	480.35	45555
56684	POIII	1	3,157.20	759.12	2,398.08	45555
56685	Lifeguard	1	356.90	35.31	321.59	45555
56686	Presiding Municipal Co	1	1,263.01	183.69	1,079.32	45555
56687	Sport Site Supervisor	1	592.56	66.42	526.14	45555
56688	Lifeguard	1	281.19	26.51	254.68	45555
56689	UPCC-ASSISTANT	1	660.24	115.85	544.39	45555
56690	UPCC-ASSISTANT	1	385.60	31.49	354.11	45555
56691	Sports Site Supervisor	1	2,164.57	439.01	1,725.56	45555
56692	Program Coordinator	1	2,623.25	731.93	1,891.32	45555
56693	Lifeguard	1	180.25	13.79	166.46	45555
56694	Fleet Mechanic I	1	2,339.70	703.50	1,636.20	45555
56695	MWII Streets	1	2,532.19	526.47	2,005.72	45555
56696	Superintendent	1	3,687.50	1,208.25	2,479.25	45555
56697	Lifeguard	1	1,002.51	157.79	844.72	45555
56698	Lifeguard	1	211.68	18.19	193.49	45555
56699	Sergeant	1	3,746.65	835.45	2,911.20	45555
56700	Sales Tax Accountant	1	2,136.80	616.42	1,520.38	45555
56701	Lifeguard	1	761.77	139.08	622.69	45555
56702	Lifeguard	1	178.62	13.67	164.95	45555
56703	Dispatcher	1	2,232.50	793.58	1,438.92	45555
56704	CMO Admin Assist	1	2,199.20	460.16	1,739.04	45555
56705	Planning Director	1	4,851.96	2,442.87	2,409.09	45555
56706	Dispatcher I	1	1,849.02	554.44	1,294.58	45555
56707	Systems Admin	1	2,677.76	588.38	2,089.38	45555
56708	Police Officer I	1	2,258.52	386.15	1,872.37	45555
56709	Operator	1	2,872.69	740.03	2,132.66	45555
56710	Utilities Technician	1	2,035.20	507.25	1,527.95	45555
56711	Operator	1	2,457.79	622.54	1,835.25	45555
56712	Operator	1	2,035.10	484.67	1,550.43	45555
56713	Operator	1	4,114.48	1,582.22	2,532.26	45555
56714	GSI Tech	1	2,179.01	603.18	1,575.83	45555
56715	HR Admin	1	1,652.80	382.20	1,270.60	45555
56716	Fleet Crew Chief	1	3,194.64	1,134.64	2,060.00	45555
56717	Police Officer I	1	2,896.20	814.14	2,082.06	45555
56718	Lifeguard	1	957.60	147.86	809.74	45555
56719	General Ledger Accountant	1	2,457.79	609.80	1,847.99	45555
56720	Lifeguard	1	165.83	12.69	153.14	45555
56721	Support Servcs Manager	1	3,532.57	1,013.60	2,518.97	45555
56722	Lifeguard	1	108.15	8.27	99.88	45555
56723	Police Officer I	1	3,032.87	817.90	2,214.97	45555
56724	Crew Chief - PBG	1	3,036.09	868.42	2,167.67	45555
56725	City Manager	1	7,278.20	2,366.68	4,911.52	45555
56726	Administrative Assistant	1	1,685.86	392.13	1,293.73	45555
56727	Sergeant	1	4,204.54	1,089.01	3,115.53	45555
56728	PT Meter Reader	1	867.43	172.35	695.08	45555
56729	City Inspector	1	2,677.30	873.04	1,804.26	45555
56730	Aquatic Manager	1	3,284.08	1,028.32	2,255.76	45555
56731	WTP CHIEF OPERATOR	1	4,630.12	2,349.27	2,280.85	45555
56732	Utilities Director	1	5,863.91	2,651.79	3,212.12	45555

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56733	WTO A	1	2,678.93	761.38	1,917.55	45555
56734	Lifeguard	1	423.99	43.44	380.55	45555
56735	Sports Site Coordinator	1	32.92	2.51	30.41	45555
56736	Front Desk Representative	1	161.70	12.37	149.33	45555
			555,773.82	158,298.53	397,475.29	



City of Woodland Park

Staff Report for City Council

Meeting Date: November 7th, 2024

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
	CMO/Finance	Aaron Vassalotti City Manager

ITEM:

Monthly Report of Mayor and Council Expenses

The following is a summary of the Mayor and Council Expenses for September 2024.

September 2024

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Miscellaneous expenses	\$17,950.00	\$0.00	\$1,384.44	\$16,565.56	8%
Training/Travel	\$11,000.00	\$120.00	\$4,464.02	\$6,535.98	41%
Supplies	\$150.00	\$0.00	\$567.55	-\$417.55	378%
Meetings/Mileage/Meals	\$3,000.00	\$0.00	\$2,209.83	\$790.17	74%
Special Projects	\$500.00	\$0.00	\$0.00	\$500.00	0%
Total	\$32,600.00	\$120.00	\$8,625.84	\$23,974.16	26%



STAFF REPORT

TO: Mayor Case and City Council
FROM: Aaron Vassalotti, City Manager
DATE: November 7, 2024
SUBJECT: Approval to purchase a Multihog from Hardline Equipment for \$164,027.49.

BACKGROUND:

1. The Facilities and Grounds crew is responsible for snow removal from all City parking lots and sidewalks throughout the winter months. Unfortunately, the crew's Holder machine, used for plowing narrow sidewalks, has suffered severe engine damage, rendering it permanently inoperable. Fleet mechanics have determined that the repair costs are prohibitive, especially given the machine's age and its expected end-of-life in 2025.
2. After researching and test-driving newer models, the Facilities and Grounds crew found that purchasing a demo model of the Multihog for \$164,027.49 is the most fiscally responsible and operationally beneficial option for the city. The Fleet mechanics estimate that selling the old Holder could bring in approximately \$10,000.
3. Failing to replace this equipment would severely impact the crew's ability to clear 7.4 miles of narrow sidewalks, primarily around City Hall, Memorial Park, and sections of HWY 24.

RECOMMENDATION: Approval to purchase a Multihog from Hardline Equipment for \$164,027.49 to replace the crew's Holder which is no longer functioning and cost prohibitive to repair.

ATTACHMENTS: 1. Proposal 4519
2. Proposal 4549



Po Box 39
Henderson, Co. 80640

Proposal

Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Date	No.
10/17/2024	4519

Name / Address
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

Ship To
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

P.O. No.		Rep	VIN #			Body S/N #		Body Model #	
		MF							
Item	Qty	U/M	Description			Rate		Amount	
Multihog			Front straight plow Straight width - 60" Angle width - 52" Cylinder stops One piece cutting edge AR400 curb guards and sides Adjustable parking legs Relief valve for cylinders			7,986.00		7,986.00	
Sales Discount			Dealer Discount to Customer			-1,500.00		-1,500.00	
Multihog			Front Compact Sweeper 60"			7,500.00		7,500.00	
Sales Discount			Sales Discount to Customer			-1,000.00		-1,000.00	
			Municipal CO			0.00%		0.00	

Proposal Valid For 30 Days From Proposal Date

Total	\$12,986.00
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Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.



Po Box 39
Henderson, Co. 80640

Proposal

Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Date	No.
10/31/2024	4549

Name / Address
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

Ship To
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

P.O. No.		Rep		VIN #				Body S/N #		Body Model #	
		MF									
Item	Qty	U/M	Description					Rate	Amount		
Multihog			697-2145 CX 75 Mk II **Stock** As per Sourcwell Contract #111522-MUL -2 Year Warranty 12 months or 1500 hours of use (whichever occurs first) parts and labour warranty 24 month The drive train components such as engine, wheel motors, hydraulic pumps and transmission parts are covered for a period of 24 months on a parts-only basis. -CX75 MKII 75 HP -2.2L Deutz 3 Cylinder Tier4 Final/Stage 5 diesel engine -High volume driver cab with heating and air conditioning High back air-suspended driver seat with 3-point seat belt. -Air-conditioning -Top-mounted road lights -Temperature related variable speed hydraulic					112,678.86	112,678.86		
Proposal Valid For 30 Days From Proposal Date								Total			



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Date	No.
10/31/2024	4549

Name / Address
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

Ship To
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

P.O. No.	Rep	VIN #	Body S/N #	Body Model #	
	MF				
Item	Qty	U/M	Description	Rate	Amount
			cooling fan -Permanent 4-wheel drive with positive drive lock -Front 3-point linkage including mechanical adjustment of linkage rotation and float -2 -axis joystick and miniature levers for control of hydraulic functions -13 pin socket on front -7,716 lbs gross vehicle weight -Manually adjustable heated rear-view mirrors -Rotating beacon -Mechanical top-link		
Proposal Valid For 30 Days From Proposal Date				Total	



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Date	No.
10/31/2024	4549

Name / Address
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

Ship To
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

P.O. No.	Rep	VIN #			Body S/N #	Body Model #
	MF					
Item	Qty	U/M	Description		Rate	Amount
Multihog			697-2220 Standard Orange Colour Panels RAL2011		0.00	0.00
Multihog			697-2086 Cruise Control		636.00	636.00
Multihog			697-2222 Front Mechanical PTO 1000 RPM (1 3/8" 6 Tooth Spline Shaft Clockwise Rotation)		5,616.06	5,616.06
Multihog			697-2223 Reversing Cooling Fan (Direction control)		850.45	850.45
Multihog			697-2291 Proportional control load sensing pump 0-100 L/M (0-26.4 gpm) to front and 0-100 L/M (0-26.4 gpm) to rear - max. combined flow 100 L/M (26.4 gpm)		5,829.59	5,829.59
Multihog			697-2224 4 Bank Hydraulic Valve with Proportional Control - Front 1 Double Acting Lift Function with Float 3 Additional Double Acting Hydraulic Functions to Front with Float		6,342.99	6,342.99
Multihog			697-2225 Additional 2 Bank Hydraulic Valve to Rear 1 Additional Double Acting Hydraulic Functions to Rear Flow for hydraulic tipping		1,585.75	1,585.75
Multihog			697-2228 Upgrade Hydraulic Tipping Rear		2,068.67	2,068.67

Proposal Valid For 30 Days From Proposal Date

Total



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Henderson, Co. 80640

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Date	No.
10/31/2024	4549

Name / Address
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

Ship To
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

P.O. No.	Rep	VIN #			Body S/N #	Body Model #	
	MF						
Item	Qty	U/M	Description		Rate	Amount	
Multihog			697-2230 Upgrade Hydraulic Rotation of Front Linkage with Radial Floatation		1,167.48	1,167.48	
Multihog			697-2237 Heated Windscreen		1,715.97	1,715.97	
Multihog			697-2240 Front LED Work lights (Set of 2)		381.98	381.98	
Multihog			697-2241 Rear LED Work lights (Set of 2)		381.98	381.98	
Multihog			697-2242 Rear Camera		1,324.19	1,324.19	
Multihog			697-2190 RH Traffic Headlights			0.00	
Multihog			697-1085 Rear Power Supply		0.00	0.00	
Multihog			697-2250 Permanent 4 wheel drive lock with SD traction control		3,179.24	3,179.24	
Multihog			697-1206 BFG All Terrain LT245/75/16 tyres Requires intermediate mudguards Machine width 50.8" Maximum Axle Load 2500 kg"		4,105.65	4,105.65	
Multihog			697-1206 Narrow mudguards (set)		636.63	636.63	
Multihog			Freight		8,000.00	8,000.00	
Sales Discount			Stock Discount		-14,211.00	-14,211.00	
			Subtotal			142,290.49	

Proposal Valid For 30 Days From Proposal Date

Total



Po Box 39
Henderson, Co. 80640

Proposal

Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Date	No.
10/31/2024	4549

Name / Address
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

Ship To
City of Woodland Park, CO Mark Mackel 220 W. South Av PO Box 9007 Woodland Park, CO 80866

P.O. No.		Rep	VIN #			Body S/N #		Body Model #	
		MF							
Item	Qty	U/M	Description			Rate		Amount	
Multihog			Demo Metalpless Front V plow Heavy Duty grade plow 60" Straight			3,000.00		3,000.00	
Multihog			New DB75 Rear Dump body 1/2 Cu yard Capacity 250lbs			4,876.00		4,876.00	
Sales Discount			Dealer Discount to Customer			-2,000.00		-2,000.00	
Multihog			New Rear Mounted Drop Spreader 44' Wide Used in conjunction with rear dump body			5,875.00		5,875.00	
Sales Discount			Dealer Discount to Customer			-3,000.00		-3,000.00	
Sales			Quote includes on site delivery and training. Full operator training and full service training.			0.00		0.00	
			Refresher training included for the life of the unit. Municipal CO			0.00%		0.00	

Proposal Valid For 30 Days From Proposal Date

Total	\$151,041.49
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Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: November 7, 2024

SUBJECT: Approval of Ordinance No. 1484, Series 2024, an Ordinance of the Woodland Park City Council, Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of a Business that Cultivates, Processes, or Dispenses Natural Medicine and the Establishment of any Business, Occupation, or Operation for Healing Centers. (L)
(Presenter City Attorney Williams)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: 1. 2024-10-09 - Ordinance - Nat Med Moratorium

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1484
(Series 2024)

**AN ORDINANCE OF THE WOODLAND PARK CITY COUNCIL IMPOSING
A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE,
PROCESSING, AND APPROVAL OF APPLICATIONS FOR THE ESTABLISHMENT
OF A BUSINESS THAT CULTIVATES, PROCESSES, OR DISPENSES NATURAL
MEDICINE AND THE ESTABLISHMENT OF ANY BUSINESS, OCCUPATION,
OR OPERATION FOR HEALING CENTERS**

WHEREAS, the City of Woodland Park, Colorado (City) is 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, voters for the State of Colorado voted to adopt Proposition 122, which amended Title 12 of the Colorado Revised Statutes to include Article 170, which is now designated as the “Natural Medicine Health Act of 2022” (Act); and

WHEREAS, C.R.S. § 12-170-104(12)(a)(I)-(II) establishes that “natural medicine” currently applies to psilocybin and psilocin; and

WHEREAS, C.R.S. § 12-170-104(8) defines “healing center” as a facility licensed by the state licensing authority that permits a facilitator to provide and supervise natural medicine services for a participant; and

WHEREAS, C.R.S. § 12-170-101, *et seq.* establishes regulated access by adults 21 years of age and older to natural medicines and authorizes the State Department of Regulatory Agencies (DORA) and the State Department of Revenue (DOR) to promulgate and enact regulations pertaining to the Act including, but not limited to, licensing and training provisions pertaining to the administration and use of natural medicine; and

WHEREAS, pursuant to C.R.S. § 12-170-112, a municipality shall not prohibit a properly licensed facilitator from providing natural medicine services within its boundaries nor shall it adopt ordinances that are unreasonable or in conflict with the Act; and

WHEREAS, pursuant to C.R.S. § 12-170-115, a municipality shall not adopt, enact, or enforce any ordinance, rule, or resolution that is otherwise in conflict with the provisions of Title 12, Article 170 of Colorado Revised Statutes; and

WHEREAS, the City’s Code contains Land Use and Development standards enacted to protect the health, safety, and welfare of residents of the City; and

WHEREAS, under the City’s current Land Use and Development standards, the operation of Natural Medicine facilities and operations and Healing Centers are not permitted land uses and the City has not approved any such land use; and

WHEREAS, the City does not currently have any zoning regulations addressing Healing Centers and Natural Medicine facilities and operations; and

WHEREAS, DORA and DOR have recently issued regulations pertaining to the Natural Medicine Act and the City requires an appropriate amount of time to thoroughly review such regulations to determine what, if any, additional regulations can and/or need to be adopted by the City; and

WHEREAS, the City requires additional time to prepare and propose for adoption any and all other regulations within its authority including, but not limited to, time, place, and manner of operation regulations for Healing Center and Natural Medicine facilities and operations; and

WHEREAS, the moratorium imposed by this Ordinance is intended to prevent the operation of Natural Medicine and/or Healing Center facilities and operations in the City on a temporary basis in order to allow the City to analyze and apply the state of the law and regulations, to draft appropriate ordinances pertaining to the same, and to allow public comment prior to adoption of any such ordinance; to ensure that prospective operators and owners of Healing Centers and/or Natural Medicine facilities and operations are able to make business and investment decisions with sufficient knowledge of local ordinances surrounding the same; and in order to protect the health, safety, and welfare of the residents of the City; and

WHEREAS, in light of the foregoing, the City Council wishes to institute a six (6) month moratorium on the submission, acceptance, processing, and approval of applications for the establishment of a business that cultivates, processes, or dispenses natural medicine and the establishment of any business, occupation, or operation for Healing Centers or Natural Medicine in the City after the date of adoption of this Ordinance.

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. Temporary Moratorium.

- (a) Restrictions. During the effective term of this Ordinance, there shall be no submission, acceptance, processing, or approval of applications for the establishment of a business that cultivates, processes, or dispenses natural medicine or the establishment of any business, occupation, or operation of Healing Centers or Natural Medicine operations or facilities, as defined by Colorado Revised Statutes and any applicable and authorized regulations, in the City limits of Woodland Park.
- (b) Termination. This moratorium shall terminate on the 7th day of May, 2025 unless it is terminated at an earlier date or extended by further Ordinance by the Woodland Park City Council.

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 7th DAY OF NOVEMBER, 2024.

City of Woodland Park

Mayor Kellie Case

ATTEST:

City Clerk, Suzanne Leclercq



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: November 7, 2024

SUBJECT: Approval of a transfer of a Hotel and Restaurant Liquor License located at 106-108 East Midland Avenue, Woodland Park Colorado from Good Thai Eats to Soranai Srasom dba Sushi Thai. (QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND: CITY OF WOODLAND PARK Liquor License Summary

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

=====

Type of Action Requested: Conduct Public Hearing for a transfer Hotel and Restaurant Liquor License.

Applicant: Soranai Srasom dba Sushi Thai Woodland Park located at 106-108 E. Midland Ave., Woodland Park, CO 80863

Application details:

- Applicant is Soranai Srasom
- His corporation has a current sales tax license and FEIN number.
- A petition of needs and desires is not necessary for a transfer liquor license since the location has previously been licensed.
- The location is eligible to be licensed.
- Possession of the property is documented by a Lease expiring November 30, 2034.

Factual Findings:

- The application was submitted on October 4, 2024.

- Subject property was posted on October 28, 2024 as required by law.
- Public Notice was published on the City's Website October 28, 2024.
- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

Recommended Action:

Following Public Hearing, approve application from Soranai Srasom dba Sushi Thai Woodland Park for a transfer Hotel and Restaurant Liquor License located at 106-108 E. Midland Ave., Woodland Park, Colorado 80863.

RECOMMENDATION:

ATTACHMENTS: None