



City of Woodland Park

City Council

December 5, 2024 at 6:30 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Presentation from the Woodland Park High School Madrigals.
 - B. Introductions and presentation of the Resolution re-establishing the partnership between the City of Woodland Park and the 4th Engineers Battalion.
(Presenter Mayor Case)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the October 2024 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. (A)
(Presenter City Manager Vassalotti)
 - B. Approval of a contract between the City of Woodland Park and JVA for the design of the Second Gold Hill Tank in the amount of \$153,200.(A)
(Presenter Utilities Director Wiley)
 - C. Approval of the November 21, 2024, City Council Meeting Minutes. (A)
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. 1485, Series 2024, an Ordinance Appropriating Sums of Money to the Various Funds, for the City of Woodland Park, Colorado, for the 2025 Budget Year for the General Fund \(100\). \(A\)](#)
(Presenter, City Manager Vassalotti)
 - B. [Approval of Ordinance No. 1486, Series 2024, an Ordinance Appropriating Sums of Money to the Various funds Except the General Fund \(100\). \(A\)](#)
(Presenter, City Manager Vassalotti)
10. **NEW BUSINESS**

(Public comment may be heard)

- A.** Approval of Resolution No. 927, Series 2024, a Resolution Levying General Property Taxes for the Year of 2024, to Help Defray the Cost of Government for the City of Woodland Park, Colorado, for the 2025 Budget Year. (A)
(Presenter City Manager Vassalotti)
- B.** Approval of Resolution No. 928, Series 2024, between the City of Woodland Park and the 4th Engineers Battalion re-establishing our Civil/Military Partnership. (A)
(Presenter Mayor Case)

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:

DATE: December 5, 2024

SUBJECT: Presentation from the Woodland Park High School Madrigals.

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



City of Woodland Park

Staff Report for City Council

Meeting Date: December 5th, 2024

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

ITEM:

October 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

October 2024	
Accounts Payable Checks	634,298.36
Payroll Checks	2,041,687.76
CEBT-October	81,722.38
Vectra Visa credit card EFT	28,158.35
Total	2,785,866.85

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

STAFF RECOMMENDATION:

Approve the October 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
169	EFT	A	TRACTOR SUPPLY COMPANY Sept 2024 Tractor supply	4753 09/29/2024	1	257.96 257.96	0.00 0.00	257.96 257.96	10/01/2024	HP	46229
119726	CHK	A	A-ONE CHIPSEAL 2024 PMP Crackseal & Chipseal	4296 13777-03	1	6,615.65 6,615.65	0.00 0.00	6,615.65 6,615.65	10/03/2024		46239
119727	CHK	A	AFFORDABLE ROOTER INC RESTROOM - SERVICE	4849 9001A	1	258.00 258.00	0.00 0.00	258.00 258.00	10/03/2024		46239
119728	CHK	A	BASELINE ENGINEERING CORPORATI Rdwy Improvements&Public Art	5408 32409	1	2,271.50 2,271.50	0.00 0.00	2,271.50 2,271.50	10/03/2024		46239
119729	CHK	A	BLACK HILLS ENERGY 09/2024 CHARGES 09/2024 CHARGES 09/2024 CHARGES 09/2024 CHARGES	4035 10032024 10032024 10032024 10032024	4	6,017.51 6,017.51 6,017.51 6,017.51	0.00 0.00 0.00 0.00	6,017.51 200.79 211.89 1,165.26 4,439.57	10/03/2024		46239
119730	CHK	A	BOBCAT OF THE ROCKIES, LLC Toolcat Annual Lease Payments	3724 09262024	1	20,000.00 20,000.00	0.00 0.00	20,000.00 20,000.00	10/03/2024		46239
119731	CHK	A	BRIAN E. BUNDY ACCT. SUPPORT	5208 09272024	1	840.00 840.00	0.00 0.00	840.00 840.00	10/03/2024		46239
119732	CHK	A	BROWNS HILL ENGINEERING & CONT 09/03 WIN911 UPGRADE	4326 28929 28937	2	8,000.75 1,266.75 6,734.00	0.00 0.00 0.00	8,000.75 1,266.75 6,734.00	10/03/2024		46239
119733	CHK	A	CHAD MILD BRANDT BARTENDING - UPCC	5159 09302024	1	218.00 218.00	0.00 0.00	218.00 218.00	10/03/2024		46239
119734	CHK	A	CHIEF PETROLEUM CO. BULK FLUIDS	139 155036	1	2,069.15 2,069.15	0.00 0.00	2,069.15 2,069.15	10/03/2024		46239
119735	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FL	4977 4205701381	1	161.16 161.16	0.00 0.00	161.16 161.16	10/03/2024		46239
119736	CHK	A	CIRSA 4TH Q. PROPERTY/CASUALTY 4TH Q WORKERS COMPENSATION	144 241969 W24729	2	167,708.66 117,695.78 50,012.88	0.00 0.00 0.00	167,708.66 117,695.78 50,012.88	10/03/2024		46239
119737	CHK	A	COLORADO ANALYTICAL LAB LAB SERVICES LAB SERVICES	4028 240910053 240910059	2	524.00 252.00 272.00	0.00 0.00 0.00	524.00 252.00 272.00	10/03/2024		46239
119738	CHK	A	CORE ELECTRIC COOPERATIVE Sr Center Energy Upgrade	5316 10012024	1	5,688.00 5,688.00	0.00 0.00	5,688.00 5,688.00	10/03/2024		46239
119739	CHK	A	DALE WINTERS OFFICIAL - P&R	5500 10012024	1	222.00 222.00	0.00 0.00	222.00 222.00	10/03/2024		46239
119740	CHK	A	DYLAN MILD BRANDT BARTENDING - UPCC	5312 09302024	1	213.00 213.00	0.00 0.00	213.00 213.00	10/03/2024		46239
119741	CHK	A	EMK USE OF FORCE & TRAINING CO UOF CLASS	5492 91624	2	800.00 500.00	0.00 0.00	800.00 500.00	10/03/2024		46239

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
			UOF POLICY REVIEW	91824		300.00	0.00	300.00			
119742	CHK	A	FOXWORTH - GALBRAITH LUMBER CO	96	1	328.25	0.00	328.25	10/03/2024		46239
			08/2024 CHARGES	8312024		328.25	0.00	328.25			
119743	CHK	A	GLASS BROKER & SCREEN CO., LLC	3287	2	1,078.00	0.00	1,078.00	10/03/2024		46239
			PANELS FOR MEM. PARK SIGNAGE	29940		275.00	0.00	275.00			
			UPCC WINDOWS	29957		803.00	0.00	803.00			
119744	CHK	A	GRAINGER INC.	282	7	937.41	0.00	937.41	10/03/2024		46239
			SUPPLIES - WTP	9209736280		57.84	0.00	57.84			
			FUSE - WTP	9209736280A		57.84	0.00	57.84			
			VALVE - WTP	9243886893		141.79	0.00	141.79			
			VALVE - WTP	9243937944		213.32	0.00	213.32			
			VALVE - WTP	9244048774		310.68	0.00	310.68			
			PARTS - WTP	9250461325		33.59	0.00	33.59			
			SUPPLIES - WTP	9250635787		122.35	0.00	122.35			
119745	CHK	A	HANNAH RICHTER	5604	1	176.00	0.00	176.00	10/03/2024		46239
			BARTENDING - UPCC	09232024		176.00	0.00	176.00			
119746	CHK	A	HOLMAN	4630	1	8,074.00	0.00	8,074.00	10/03/2024		46239
			PLOW FOR #30	2036475		8,074.00	0.00	8,074.00			
119747	CHK	A	INLAND TRUCK PARTS	5176	3	859.23	0.00	859.23	10/03/2024		46239
			AIR FILTER	IN-1677165		55.12	0.00	55.12			
			PARTS	IN-1679198		298.97	0.00	298.97			
			PARTS	IN-1682040		505.14	0.00	505.14			
119748	CHK	A	JOHN BREITENSTEIN	5540	1	162.00	0.00	162.00	10/03/2024		46239
			OFFICIAL - P&R	10012024		162.00	0.00	162.00			
119749	CHK	A	K&K TREE SERVICE/CHIPPING LLC	3995	1	1,250.00	0.00	1,250.00	10/03/2024		46239
			LOGS FOR LOG BARRIERS	09102024		1,250.00	0.00	1,250.00			
119750	CHK	A	KENDALL FELTS	5646	1	170.00	0.00	170.00	10/03/2024		46239
			OFFICIAL - P&R	10012024		170.00	0.00	170.00			
119751	CHK	A	KS STATEBANK	5217	1	377.98	0.00	377.98	10/03/2024		46239
			KYOCERA COPIER	57341-10-2024		377.98	0.00	377.98			
119752	CHK	A	LAMB PLUMBING & EXCAVATING INC	825	1	28,180.05	0.00	28,180.05	10/03/2024		46239
			WTP DOVE PROJECT	4027		28,180.05	0.00	28,180.05			
119753	CHK	A	LAW FIRM OF SUZANNE M. ROGERS,	5054	1	3,000.00	0.00	3,000.00	10/03/2024		46239
			09/24 LEGAL SERVICES	09302024		3,000.00	0.00	3,000.00			
119754	CHK	A	LOGAN SIMPSON DESIGN INC	5282	1	2,382.50	0.00	2,382.50	10/03/2024		46239
			047/27-08/30 PROFESSIONAL SVCS	34986		2,382.50	0.00	2,382.50			
119755	CHK	A	MARTIN ROSS	5644	1	85.00	0.00	85.00	10/03/2024		46239
			OFFICIAL - P&R	10012024		85.00	0.00	85.00			
119756	CHK	A	MEDICINE FOR BUSINESS AND INDU	5476	1	65.00	0.00	65.00	10/03/2024		46239
			DRUG SCREEN	898592		65.00	0.00	65.00			

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119757	CHK	A	GARRETT SISSUNG CDL HEALTH SCREEN	1 09192024	1	110.00 110.00	0.00 0.00	110.00 110.00	10/03/2024		46239
119758	CHK	A	TERI BALDWIN REIMBURSEMENT	1 09232024	1	66.00 66.00	0.00 0.00	66.00 66.00	10/03/2024		46239
119759	CHK	A	STEPHEN HEPTIG REFUND ROW PERMIT FEE	1 09242024	1	193.00 193.00	0.00 0.00	193.00 193.00	10/03/2024		46239
119760	CHK	A	KURTIS O'DONNELL UTILITY REFUND	1 1142.02	1	100.00 100.00	0.00 0.00	100.00 100.00	10/03/2024		46239
119761	CHK	A	KATHY & RICK WILBANKS UTILITY REFUND	1 1606.07	1	31.38 31.38	0.00 0.00	31.38 31.38	10/03/2024		46239
119762	CHK	A	LISA MCCALL OCTOBER COMMUNITY CONCERT	1 24100924	1	400.00 400.00	0.00 0.00	400.00 400.00	10/03/2024		46239
119763	CHK	A	ARLYNE THOMAS UTILITY REFUND	1 2572.01	1	25.54 25.54	0.00 0.00	25.54 25.54	10/03/2024		46239
119764	CHK	A	MARK WHITE UTILITY REFUND	1 2913.01	1	75.00 75.00	0.00 0.00	75.00 75.00	10/03/2024		46239
119765	CHK	A	THOMAS & DEBORAH SIGMON UTILITY REFUND	1 3175.08	1	75.00 75.00	0.00 0.00	75.00 75.00	10/03/2024		46239
119766	CHK	A	KATY & JUAN CONTRERAS UTILITY REFUND	1 387.05	1	150.00 150.00	0.00 0.00	150.00 150.00	10/03/2024		46239
119767	CHK	A	CHERYL JONES UTILITY REFUND UTILITY REFUND	1 4212.06 4212.06	2	1,965.41 1,965.41 1,965.41	0.00 0.00 0.00	1,965.41 1,468.37 497.04	10/03/2024		46239
119768	CHK	A	EILEEN CHAVEZ CANCELLATION REFUND	1 60325	1	135.00 135.00	0.00 0.00	135.00 135.00	10/03/2024		46239
119769	CHK	A	DAVID & MARCIA KEESLING UTILITIY REFUND	1 6143.03	1	435.51 435.51	0.00 0.00	435.51 435.51	10/03/2024		46239
119770	CHK	A	VILLAGE AT TAMARAC LLC UTILITY REFUND	1 6157.01	1	55.00 55.00	0.00 0.00	55.00 55.00	10/03/2024		46239
119771	CHK	A	VILLAGE AT TAMARAC LLC UTILITY REFUND	1 6215.01	1	54.12 54.12	0.00 0.00	54.12 54.12	10/03/2024		46239
119772	CHK	A	MYRNA WEY REFUND - WAC	1 78143633	1	63.00 63.00	0.00 0.00	63.00 63.00	10/03/2024		46239
119773	CHK	A	LINDA ALLRED REIMBURSEMENT-ROBERTS HOUSE	1 CR-21-001	1	1,999.00 1,999.00	0.00 0.00	1,999.00 1,999.00	10/03/2024		46239
119774	CHK	A	NICHOLE DEONN SAUER MILEAGE REIMBURSEMENT	5572 09252024	1	85.09 85.09	0.00 0.00	85.09 85.09	10/03/2024		46239
119775	CHK	A	NPG BROADCAST	4663	1	1,000.00	0.00	1,000.00	10/03/2024		46239

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			08/24 WEATHER CAMERA	678471-7		1,000.00	0.00	1,000.00			
119776	CHK	A	OLGOONIK ENTERPRISES, LLC	5522	1	551,593.55	0.00	551,593.55	10/03/2024		46239
			Construction HWY 67 project	04		551,593.55	0.00	551,593.55			
119777	CHK	A	OVERHEAD DOOR CORPORATION	5126	1	1,064.00	0.00	1,064.00	10/03/2024		46239
			GARAGE DOOR REPLACEMENT	20343366		1,064.00	0.00	1,064.00			
119778	CHK	A	PHIL LONG FORD	504	2	30.70	0.00	30.70	10/03/2024		46239
			REPAIR	116694		15.12	0.00	15.12			
			#11 REPAIR	116930		15.58	0.00	15.58			
119779	CHK	A	PIKES PEAK REGIONAL BUILDING D	4647	1	362.78	0.00	362.78	10/03/2024		46239
			09/2024 PLAN FEES	10012024		362.78	0.00	362.78			
119780	CHK	A	POLYDYNE INC	5605	1	3,795.00	0.00	3,795.00	10/03/2024		46239
			Polydyne Inc	1865526		3,795.00	0.00	3,795.00			
119781	CHK	A	PRIORITY RESEARCH	4392	1	19.80	0.00	19.80	10/03/2024		46239
			BACKGROUND CHECKS	1208475		19.80	0.00	19.80			
119782	CHK	A	RHOMAR INDUSTRIES INC.	1635	1	2,911.17	0.00	2,911.17	10/03/2024		46239
			EQUIPMENT MAINTENANCE SUPPLIES	106841		2,911.17	0.00	2,911.17			
119783	CHK	A	ROCKY MOUNTAIN RESERVE	5560	11	6,705.74	0.00	6,705.74	10/03/2024	VOID	46239
			LIMIT FSA:2124:266:01/06/24	2124:86		60.00	0.00	60.00			
			FSA DED:2124:267:01/06/24	2124:87		163.46	0.00	163.46			
			HSA EE Con:2124:264:01/06/24	2124:89		3,857.28	0.00	3,857.28			
			HSA ID EPB:2124:762:01/06/24	2124:90		1,166.76	0.00	1,166.76			
			HSA FM EPB:2124:763:01/06/24	2124:91		1,250.00	0.00	1,250.00			
			LIMIT FSA:2127:266:01/20/24	2127:61		60.00	0.00	60.00			
			FSA DED:2127:267:01/20/24	2127:62		163.46	0.00	163.46			
			HSA EE Con:2127:264:01/20/24	2127:64		3,857.28	0.00	3,857.28			
			HSA FM EPB:2129:763:02/03/24	2129:90		1,250.00	0.00	1,250.00			
			HSA FM EPB:2134:763:03/02/24	2134:93		1,375.00	0.00	1,375.00			
			Void Inv b#45192 pymnt b#45319	45192-VOID		6,497.50-	0.00	6,497.50-			
119784	CHK	A	SAFEWAY, INC.	1908	1	183.90	0.00	183.90	10/03/2024		46239
			08/2024 CHARGES	9142024		183.90	0.00	183.90			
119785	CHK	A	SGS CONSTRUCTION	5639	1	3,800.00	0.00	3,800.00	10/03/2024		46239
			WINDOW/DOOR REPAIR	40		3,800.00	0.00	3,800.00			
119786	CHK	A	SKYLINE SERVICES INC.	5619	2	10,573.98	0.00	10,573.98	10/03/2024		46239
			Lion's Park Marquee Sign	09272024		9,956.78	0.00	9,956.78			
			LIONS PARK SIGN	09272024A		617.20	0.00	617.20			
119787	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	2	918.12	0.00	918.12	10/03/2024		46239
			EVENT EXPENSE - UPCC	S0207762		487.07	0.00	487.07			
			EVENT EXPENSE - UPCC	S0209404		431.05	0.00	431.05			
119788	CHK	A	SPECIALTY HVAC LIMITED	5565	1	851.76	0.00	851.76	10/03/2024		46239
			LABOR - WWTP	24-0241		851.76	0.00	851.76			
119789	CHK	A	STANDARD INSURANCE COMPANY	1091	1	2,432.96	0.00	2,432.96	10/03/2024		46239
			10/24 STD & LTD	09162024		2,432.96	0.00	2,432.96			

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119790	CHK	A	T-MOBILE	5494	4	4,962.77	0.00	4,962.77	10/03/2024		46239
			09/2024 CHARGES	10032024		4,962.77	0.00	162.04			
			09/2024 CHARGES	10032024		4,962.77	0.00	4,288.14			
			09/2024 CHARGES	10032024		4,962.77	0.00	354.37			
			09/2024 CHARGES	10032024		4,962.77	0.00	158.22			
119791	CHK	A	TAEGAN FELTS	5645	1	164.00	0.00	164.00	10/03/2024		46239
			OFFICIAL - P&R	10012024		164.00	0.00	164.00			
119792	CHK	A	RED BARON CAR WASH	4191	2	423.86	0.00	423.86	10/03/2024		46239
			08/24 CHARGES	2529		423.86	0.00	400.86			
			08/24 CHARGES	2529		423.86	0.00	23.00			
119793	CHK	A	TCRAS TELLER CNTY ANIMAL RES.	3253	1	282.00	0.00	282.00	10/03/2024		46239
			DONATION FROM BAR EVENT-UPCC	92824		282.00	0.00	282.00			
119794	CHK	A	TERRAGENESIS	5627	3	3,187.59	0.00	3,187.59	10/03/2024		46239
			BIOSOLIDS TRANSPORT	J000194		1,161.27	0.00	1,161.27			
			BIOSOLIDS TRANSPORT	J000205		964.80	0.00	964.80			
			BIOSOLIDS TRANSPORT	J000206		1,061.52	0.00	1,061.52			
119795	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	2	1,884.60	0.00	1,884.60	10/03/2024		46239
			SODIUM HYPOCHLORITE - WAC	INS-17481		897.43	0.00	897.43			
			CHEMICALS - WAC	INS-17503		987.17	0.00	987.17			
119796	CHK	A	THE TRANSLATION & INTERPETING	5543	1	342.51	0.00	342.51	10/03/2024		46239
			INTERPRETER - LEGAL SVCS	18634		342.51	0.00	342.51			
119797	CHK	A	VIVID ENGINEERING GROUP	5171	1	7,472.50	0.00	7,472.50	10/03/2024		46239
			Soil B/Eval for Gold hill Tnk	D242789-1		7,472.50	0.00	7,472.50			
119798	CHK	A	WANCO, INC.	3905	1	120.00	0.00	120.00	10/03/2024		46239
			09/24-09/25 DATA SERVICE	FMI-0003875		120.00	0.00	120.00			
119799	CHK	A	WESTWOOD LAKES WATER DISTRICT	679	1	6.26	0.00	6.26	10/03/2024		46239
			08/24-09/24 WELLFIELD	09212024		6.26	0.00	6.26			
119800	CHK	A	WILSON & COMPANY, INC.	5212	1	1,061.00	0.00	1,061.00	10/03/2024		46239
			Environmental scope Browning	127424		1,061.00	0.00	1,061.00			
119801	CHK	A	WOODLAND HARDWARE & RENTAL	2739	3	1,032.96	0.00	1,032.96	10/03/2024		46239
			08/2024 CHARGES	8312024		1,032.96	0.00	79.96			
			08/2024 CHARGES	8312024		1,032.96	0.00	793.52			
			08/2024 CHARGES	8312024		1,032.96	0.00	159.48			
119802	CHK	A	WOODLAND PARK CHAMBER COMMERCE	688	1	250.00	0.00	250.00	10/03/2024		46239
			CHAMBER MEMBERSHIP RENEWAL	24630		250.00	0.00	250.00			
119803	CHK	A	WOODLAND PARK SCHOOL DIST RE-2	1262	1	293,502.03	0.00	293,502.03	10/03/2024		46239
			07/24 SALES TAX	09202024		293,502.03	0.00	293,502.03			
119804	CHK	A	XEROX BUSINESS SOLUTIONS SOUTH	5336	1	1,638.34	0.00	1,638.34	10/03/2024		46239
			09/24-10/24 CHARGES	IN5267861		1,638.34	0.00	1,638.34			
119805	CHK	A	ZAMBONI	2846	1	118.52	0.00	118.52	10/03/2024		46239
			#3 PARTS	119753		118.52	0.00	118.52			

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171	EFT	A	COLO STATE DEPT OF REVENUE	183	2	332.87	0.00	332.87	10/03/2024	HP	46247
			3rd Qtr 2024 State Sales Tax	10212021		332.87	0.00	282.36-			
			3rd Qtr 2024 State Sales Tax	10212021		332.87	0.00	615.23			
119806	CHK	A	ACA SECURITY, INC	4212	1	330.00	0.00	330.00	10/10/2024		46261
			QUARTERLY MONITORING FEE	21608		330.00	0.00	330.00			
119807	CHK	A	ALPINE LOCATES & UTILITIES OF	1995	1	395.00	0.00	395.00	10/10/2024		46261
			LOCATE - ELECTRIC	13025		395.00	0.00	395.00			
119808	CHK	A	AVENU INSIGHTS & ANALYTICS, LL	5650	1	1,396.00	0.00	1,396.00	10/10/2024		46261
			SOFTWARE MAINTENANCE	INVB-056536		1,396.00	0.00	1,396.00			
119809	CHK	A	BASELINE ENGINEERING CORPORATI	5408	4	27,923.50	0.00	27,923.50	10/10/2024		46261
			Baseline Corp Fairview Design	32473		23,135.00	0.00	23,135.00			
			SERVICE THROUGH 09/28	32474		4,148.00	0.00	4,148.00			
			SERVOCES THRPUGH 09/28	32475		30.50	0.00	30.50			
			SERVICES THROUGH 09/28	32476		610.00	0.00	610.00			
119810	CHK	A	BROWNS HILL ENGINEERING & CONT	4326	1	7,438.00	0.00	7,438.00	10/10/2024		46261
			Lift station controller repair	28942		7,438.00	0.00	7,438.00			
119811	CHK	A	CAPITAL ONE, N.A.	5298	2	271.90	0.00	271.90	10/10/2024		46261
			09/2024 CHARGES	9192024		271.90	0.00	219.42			
			09/2024 CHARGES	9192024		271.90	0.00	52.48			
119812	CHK	A	CENTURYLINK	4342	2	471.97	0.00	471.97	10/10/2024		46261
			09/2024 CHARGES	9252024		471.97	0.00	309.85			
			09/2024 CHARGES	9252024		471.97	0.00	162.12			
119813	CHK	A	CINTAS CORPORATION NO 2	4977	2	348.91	0.00	348.91	10/10/2024		46261
			UNIFORMS - FLEET	4206399393		161.16	0.00	161.16			
			UNIFORMS - FLEET	4207145960		187.75	0.00	187.75			
119814	CHK	A	CITY OF COLORADO SPRINGS	1916	1	2,625.55	0.00	2,625.55	10/10/2024		46261
			RADIO PROGRAMMING FEES	RAD2429		2,625.55	0.00	2,625.55			
119815	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	41,332.91	0.00	41,332.91	10/10/2024		46261
			10/2024 CHARGES	10012024A		41,332.91	0.00	11,807.50			
			10/2024 CHARGES	10012024A		41,332.91	0.00	11,631.76			
			10/2024 CHARGES	10012024A		41,332.91	0.00	5,914.30			
			10/2024 CHARGES	10012024A		41,332.91	0.00	11,979.35			
119816	CHK	A	DEEP ROCK	5263	1	153.87	0.00	153.87	10/10/2024		46261
			WATER COOLER SERVICE	21072370092824		153.87	0.00	153.87			
119817	CHK	A	DOCUMART COPIES & PRINTING	3252	2	305.26	0.00	305.26	10/10/2024		46261
			ENVELOPES - UTILITIES	378622		305.26	0.00	106.85			
			ENVELOPES - UTILITIES	378622		305.26	0.00	198.41			
119818	CHK	A	ENCORE ELECTRIC, INC	5635	1	14,234.00	0.00	14,234.00	10/10/2024		46261
			VFD Repair	74882		14,234.00	0.00	14,234.00			
119819	CHK	A	ENGER, JANE	3876	1	127.50	0.00	127.50	10/10/2024		46261
			INSTRUCTOR - P&R	10032024		127.50	0.00	127.50			

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119820	CHK	A	FORTIS GENERAL CONTRACTING LLC	5637	1	41,428.91	0.00	41,428.91	10/10/2024		46261
			Security improvements city h	24-049A		41,428.91	0.00	41,428.91			
119821	CHK	A	GOTO COMMUNICATIONS, INC.	5410	1	1,492.29	0.00	1,492.29	10/10/2024		46261
			10/24 CHARGES	IN7103265107		1,492.29	0.00	1,492.29			
119822	CHK	A	GOVOS	5349	1	11,688.60	0.00	11,688.60	10/10/2024		46261
			MUNIREVS TAX & REGISTRATION	INV-7530		11,688.60	0.00	11,688.60			
119823	CHK	A	GRAINGER INC.	282	1	105.19	0.00	105.19	10/10/2024		46261
			SUPPLIES - WWTP	9256199101		105.19	0.00	105.19			
119824	CHK	A	HAYNES MECHANICAL SYSTEMS	3359	1	10,624.75	0.00	10,624.75	10/10/2024		46261
			10/24-12/24 SERVICE AGREEMENT	40172		10,624.75	0.00	10,624.75			
119825	CHK	A	JUDD'S GLASS & MIRROR	5340	2	1,914.72	0.00	1,914.72	10/10/2024		46261
			Cracked Window Replacement	6379		1,380.00	0.00	1,380.00			
			WINDOW REPLACEMENT	6379A		534.72	0.00	534.72			
119826	CHK	A	KENYON, P JORDAN PH.D.	4333	1	300.00	0.00	300.00	10/10/2024		46261
			PRE-EMPLOYMENT TESTING	2607-6		300.00	0.00	300.00			
119827	CHK	A	KIMLEY-HORN AND ASSOCIATES, INC	5164	1	1,200.00	0.00	1,200.00	10/10/2024		46261
			Amendment 2. Hwy 67 Widening	096883003-0624		1,200.00	0.00	1,200.00			
119828	CHK	A	MICHELE WHITE	5649	1	525.00	0.00	525.00	10/10/2024		46261
			INSTRUCTOR	10032024		525.00	0.00	525.00			
119829	CHK	A	MONIQUE SIKES	1	1	250.00	0.00	250.00	10/10/2024		46261
			TRAINING REIMBURSEMENT	10022024		250.00	0.00	250.00			
119830	CHK	A	CHARLES & ELAINE CHAPMAN	1	1	17.54	0.00	17.54	10/10/2024		46261
			UTILITIY REFUND	5234.03		17.54	0.00	17.54			
119831	CHK	A	MICHAEL & JOANNE CANCEL	1	1	600.00	0.00	600.00	10/10/2024		46261
			UTILITY REFUND	5619.04		600.00	0.00	600.00			
119832	CHK	A	LOTUS WILLIAMS	1	1	23.49	0.00	23.49	10/10/2024		46261
			UTILITY REFUND	5789.03		23.49	0.00	23.49			
119833	CHK	A	IRON MOUNTAIN	1	1	80.32	0.00	80.32	10/10/2024		46261
			UTILITY REFUND	6224.01		80.32	0.00	80.32			
119834	CHK	A	MUTCH GOVERNMENT RELATIONS, LLC	5651	1	3,000.00	0.00	3,000.00	10/10/2024		46261
			PROFESSIONAL SVCS. RETAINER	10082024		3,000.00	0.00	3,000.00			
119835	CHK	A	NAPA AUTO PARTS	2048	3	2,235.60	0.00	2,235.60	10/10/2024		46261
			09/2024 CHARGES	9302024		2,235.60	0.00	1,941.17			
			09/2024 CHARGES	9302024		2,235.60	0.00	221.26			
			09/2024 CHARGES	9302024		2,235.60	0.00	73.17			
119836	CHK	A	NEW PIG CORP.	1429	1	140.31	0.00	140.31	10/10/2024		46261
			MAT PAD	4354850-00		140.31	0.00	140.31			
119837	CHK	A	NICHOLE DEONN SAUER	5572	1	62.00	0.00	62.00	10/10/2024		46261
			INSTRUCTOR - P&R	10032024		62.00	0.00	62.00			

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119838	CHK	A	NICOLETTI-FLATER ASSOCIATES COUNSELING SERVICES	4698 3310	1	380.00 380.00	0.00 0.00	380.00 380.00	10/10/2024		46261
119839	CHK	A	O'REILLY AUTOMOTIVE STORES, IN 09/2024 CHARGES	4531 9282024	1	153.14 153.14	0.00 0.00	153.14 153.14	10/10/2024		46261
119840	CHK	A	OLGOONIK ENTERPRISES, LLC Olgoonik concrete/asphalt	5522 10032024	1	26,932.50 26,932.50	0.00 0.00	26,932.50 26,932.50	10/10/2024		46261
119841	CHK	A	QUADIENT, INC 10/24-01/25 SERVICE	5209 61374938	1	105.00 105.00	0.00 0.00	105.00 105.00	10/10/2024		46261
119842	CHK	A	RED LEG BREWING CO LLC BEER ORDER	5531 RL-17348	1	130.70 130.70	0.00 0.00	130.70 130.70	10/10/2024		46261
119843	CHK	A	SKAGGS COMPANIES, INC UNIFORM - WPPD UNIFORMS - WPPD UNIFORM - WPPD UNIFORM - WPPD	635 100_A_239771_3 100_A_248910_1 100_A_248910_2 100_A_248911_1	4	594.40 260.00 139.20 56.00 139.20	0.00 0.00 0.00 0.00 0.00	594.40 260.00 139.20 56.00 139.20	10/10/2024		46261
119844	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE - UPCC	581 S0210637	1	427.55 427.55	0.00 0.00	427.55 427.55	10/10/2024		46261
119845	CHK	A	STERICYCLE, INC SHREDDING SERVICES	5526 8008629324	1	123.94 123.94	0.00 0.00	123.94 123.94	10/10/2024		46261
119846	CHK	A	TDS BROADBAND LLC 10/24 CHARGES 10/2024 CHARGES 10/2024 CHARGES	5335 09252024 09252024A 09252024B	3	1,564.41 638.78 833.18 92.45	0.00 0.00 0.00 0.00	1,564.41 638.78 833.18 92.45	10/10/2024		46261
119847	CHK	A	TELLER COUNTY WASTE 10/2024 CHARGES - TRASH 11/2024 CHARGES 11/2024 CHARGES 11/2024 CHARGES 11/2024 CHARGES	4158 10012024 10022024 10022024 10022024 10022024	5	2,124.00 1,062.00 1,062.00 1,062.00 1,062.00 1,062.00	0.00 0.00 0.00 0.00 0.00 0.00	2,124.00 1,062.00 114.00 49.00 230.00 669.00	10/10/2024	VOID	46261
119848	CHK	A	TERRAGENESIS BIOSOLIDS TRANSPORT	5627 J000221	1	990.75 990.75	0.00 0.00	990.75 990.75	10/10/2024		46261
119849	CHK	A	US POSTAL SERVICE UTILITY BILL MAILING UTILITY BILL MAILING	516 10012024 10012024	2	3,000.00 3,000.00 3,000.00	0.00 0.00 0.00	3,000.00 1,050.00 1,950.00	10/10/2024		46261
119850	CHK	A	USA BLUEBOOK LAB SUPPLIES - WWTP	5471 INV00477834	1	531.87 531.87	0.00 0.00	531.87 531.87	10/10/2024		46261
119851	CHK	A	WILSON WILLIAMS LLP 09/24 LEGAL EXPENSE	5287 1055	1	13,099.46 13,099.46	0.00 0.00	13,099.46 13,099.46	10/10/2024		46261
119852	CHK	A	TELLER COUNTY WASTE 11/2024 TRASH 11/2024 TRASH 11/2024 TRASH	4158 10022024A 10022024A 10022024A	4	1,062.00 1,062.00 1,062.00 1,062.00	0.00 0.00 0.00 0.00	1,062.00 669.00 230.00 49.00	10/10/2024		46265

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			11/2024 TRASH	10022024A		1,062.00	0.00	114.00			
170	EFT	A	WEX BANK	5187	1	17,511.49	0.00	17,511.49	10/10/2024	HP	46231
			Sept 2024 Wex	100131174		17,511.49	0.00	17,511.49			
119853	CHK	A	APPLIED CONCEPTS INC	5279	1	205.95	0.00	205.95	10/17/2024		46297
			RADAR SPEED MODULE	445340		205.95	0.00	205.95			
119854	CHK	A	ASCAP AMERICAN SOCIETY COMPOS.	1887	1	449.40	0.00	449.40	10/17/2024		46297
			2025 LICENSE FEE	200011771678		449.40	0.00	449.40			
119855	CHK	A	BADGER METER INC	4278	1	2,819.70	0.00	2,819.70	10/17/2024		46297
			CELLULAR LTE SERVICE UNIT	80172153		2,819.70	0.00	2,819.70			
119856	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	2	652.33	0.00	652.33	10/17/2024		46297
			#97 REPAIR	66166313		581.77	0.00	581.77			
			FLUID - FLEET	66166602		70.56	0.00	70.56			
119857	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	10/17/2024		46297
			ACCT. SUPPORT	10112024		840.00	0.00	840.00			
119858	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	211.85	0.00	211.85	10/17/2024		46297
			UNIFORM - BURRIS	24-14218		211.85	0.00	211.85			
119859	CHK	A	CASELLE INC	2356	2	534.00	0.00	534.00	10/17/2024		46297
			11/2024 CONTRACT	135931		534.00	0.00	347.10			
			11/2024 CONTRACT	135931		534.00	0.00	186.90			
119860	CHK	A	CINTAS CORPORATION NO 2	4977	1	161.16	0.00	161.16	10/17/2024		46297
			UNIFORMS - FLEET	4207851440		161.16	0.00	161.16			
119861	CHK	A	COLORADO ANALYTICAL LAB	4028	4	851.00	0.00	851.00	10/17/2024		46297
			LAB SERVICES - WWTP	240910066		274.00	0.00	274.00			
			LAB SERVICES - WWTP	240924029		53.00	0.00	53.00			
			LAB SERVICES	241001030		272.00	0.00	272.00			
			LAB SERVICES	241001034		252.00	0.00	252.00			
119862	CHK	A	CORE & MAIN LP	4980	2	2,440.04	0.00	2,440.04	10/17/2024		46297
			SUPPLIES - F/S	V557837		2,169.04	0.00	2,169.04			
			INSERT	V622034		271.00	0.00	271.00			
119863	CHK	A	DOCUMART COPIES & PRINTING	3252	2	120.00	0.00	120.00	10/17/2024		46297
			BUSINESS CARDS - WPPD	378597		65.00	0.00	65.00			
			BUSINESS CARDS - BLEDSOE	378627		55.00	0.00	55.00			
119864	CHK	A	EL PASO CTY PUBLIC HEALTH LABO	241	1	252.00	0.00	252.00	10/17/2024		46297
			09/24 BACTERIOLOGICAL TESTS	EHS202120246		252.00	0.00	252.00			
119865	CHK	A	ELITE SURFACE INFRASTRUCTURE	5626	1	423,691.15	0.00	423,691.15	10/17/2024		46297
			Apprvd by council	240067-01		423,691.15	0.00	423,691.15			
119866	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	35.00	0.00	35.00	10/17/2024		46297
			BACKGROUND CHECK	0000521628		35.00	0.00	35.00			
119867	CHK	A	EVERBANK, N.A.	5541	1	594.00	0.00	594.00	10/17/2024		46297
			10/24 CONTRACT	10150326		594.00	0.00	594.00			

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119868	CHK	A	FOXWORTH - GALBRAITH LUMBER CO	96	3	340.26	0.00	340.26	10/17/2024		46297
			09/2024 CHARGES	9302024		340.26	0.00	307.27			
			09/2024 CHARGES	9302024		340.26	0.00	11.55			
			09/2024 CHARGES	9302024		340.26	0.00	21.44			
119869	CHK	A	GRAINGER INC.	282	1	94.22	0.00	94.22	10/17/2024		46297
			PARTS - WTP	9254193254		94.22	0.00	94.22			
119870	CHK	A	JEFFREY GEER	5593	1	181.00	0.00	181.00	10/17/2024		46297
			OFFICIAL - P&R	10102024		181.00	0.00	181.00			
119871	CHK	A	KELLY BUGBEE	5652	2	369.38	0.00	369.38	10/17/2024		46297
			BARTENDING - UPCC	10052024		150.00	0.00	150.00			
			BARTENDING - UPCC	10142024		219.38	0.00	219.38			
119872	CHK	A	KIERA L. ELLER	5654	1	125.00	0.00	125.00	10/17/2024		46297
			BARTENDING - UPCC	10122024		125.00	0.00	125.00			
119873	CHK	A	KRISTEN VICE	5599	1	8.00	0.00	8.00	10/17/2024		46297
			BARTENDING - UPCC	10102024		8.00	0.00	8.00			
119874	CHK	A	KS STATEBANK	5217	1	377.98	0.00	377.98	10/17/2024		46297
			KYOCERA COPIER - WAC	57341112024		377.98	0.00	377.98			
119875	CHK	A	MACDOUGALL & WOLDRIDGE, PC	1228	1	273.00	0.00	273.00	10/17/2024		46297
			PROFESSIONAL FEES	162992		273.00	0.00	273.00			
119876	CHK	A	JULIE DISTAD	1	1	110.00	0.00	110.00	10/17/2024		46297
			CDL PHYSICAL REIMB.	10092024		110.00	0.00	110.00			
119877	CHK	A	STEVE VARNER	1	1	264.07	0.00	264.07	10/17/2024		46297
			CLOTHING REIMBURSEMENT	10152024		264.07	0.00	264.07			
119878	CHK	A	ERIKA MAINE	1	1	136.52	0.00	136.52	10/17/2024		46297
			UTILITY REFUND	1336.04		136.52	0.00	136.52			
119879	CHK	A	MBI CONTRACTORS	1	1	50.00	0.00	50.00	10/17/2024		46297
			UTILITY REFUND	6269.01		50.00	0.00	50.00			
119880	CHK	A	MOUNTAIN VIEW UNITED METHODIST	2964	1	90.00	0.00	90.00	10/17/2024		46297
			INSTRUCTOR - P&R	10152024		90.00	0.00	90.00			
119881	CHK	A	NORTHERN SAFETY & INDUSTRIAL CO	2417	1	264.66	0.00	264.66	10/17/2024		46297
			SAFETY CLOTHING	906436796		264.66	0.00	264.66			
119882	CHK	A	PURCELL TIRE & RUBBER COMPANY	5638	3	1,537.74	0.00	1,537.74	10/17/2024		46297
			TIRES	24-0605412-088		801.25	0.00	801.25			
			TIRES	24-0607238-088		586.49	0.00	586.49			
			TIRE DISPOSAL	24-0609056-088		150.00	0.00	150.00			
119883	CHK	A	QUADIANT FINANCE USA, INC	5204	1	500.00	0.00	500.00	10/17/2024		46297
			POSTAGE METER REFILL	09272024		500.00	0.00	500.00			
119884	CHK	A	RE/SPEC INC.	4817	1	80.00	0.00	80.00	10/17/2024		46297
			07/24-09/24 DISINFECTION	INV-0924-1049		80.00	0.00	80.00			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
119885	CHK	A	ROSZCZEWSKI, ALICE JEAN INSTRUCTOR - P&R	4440 10152024	1	180.00 180.00	0.00 0.00	180.00 180.00	10/17/2024		46297
119886	CHK	A	SGS ACCUTEST INC. 08/24 WATER QUALITY TESTS 09/24 WATER QUALITY TEST	4859 52160158071 52160158144	2	370.00 312.00 58.00	0.00 0.00 0.00	370.00 312.00 58.00	10/17/2024		46297
119887	CHK	A	SHILOH KRAMER OFFICIAL - P&R	5653 10102024	1	176.00 176.00	0.00 0.00	176.00 176.00	10/17/2024		46297
119888	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE	581 S0211847	1	333.62 333.62	0.00 0.00	333.62 333.62	10/17/2024		46297
119889	CHK	A	SPRUCE NETWORKS, LLC Rampart Range Network Engineer Network Engineering Support	5437 1026 1027	2	2,537.50 787.50 1,750.00	0.00 0.00 0.00	2,537.50 787.50 1,750.00	10/17/2024		46297
119890	CHK	A	RED BARON CAR WASH 09/24 CHARGES 09/24 CHARGES	4191 2547 2547	2	540.75 540.75 540.75	0.00 0.00 0.00	540.75 23.00 517.75	10/17/2024		46297
119891	CHK	A	TDS BROADBAND LLC 10/24-11/24 CHARGES	5335 10062024	1	89.95 89.95	0.00 0.00	89.95 89.95	10/17/2024		46297
119892	CHK	A	THE AQUEOUS SOLUTION, INC. CHEMICALS - WAC	3016 INS-17728	1	1,401.50 1,401.50	0.00 0.00	1,401.50 1,401.50	10/17/2024		46297
119893	CHK	A	UBEO BUSINESS SERVICES 10/24 FORMAT PRINTER	5490 4643696	1	118.58 118.58	0.00 0.00	118.58 118.58	10/17/2024		46297
119894	CHK	A	UNCC UTILITY NOTIFICATION CNTR UTILITY LOCATES UTILITY LOCATES	2012 224091550 224091550	2	555.99 555.99 555.99	0.00 0.00 0.00	555.99 194.60 361.39	10/17/2024		46297
119895	CHK	A	WAXIE SANITARY SUPPLY CUSTODIAL SUPPLIES	4189 82772169	1	1,512.61 1,512.61	0.00 0.00	1,512.61 1,512.61	10/17/2024		46297
119896	CHK	A	WOODLAND HARDWARE & RENTAL 09/2024 CHARGES 09/2024 CHARGES 09/2024 CHARGES	2739 9302024 9302024 9302024	3	1,704.15 1,704.15 1,704.15 1,704.15	0.00 0.00 0.00 0.00	1,704.15 138.25 835.83 730.07	10/17/2024		46297
119897	CHK	A	AMERICAN LOCK AND KEY PADLOCK KEYS FILING CABINET LOCKOUT KEYS	5577 #INV-90924 #INV-91047 #INV-91082	3	190.00 55.00 125.00 10.00	0.00 0.00 0.00 0.00	190.00 55.00 125.00 10.00	10/24/2024		46307
119898	CHK	A	BEVERAGE DISTRIBUTORS LIQUOR DELIVERY	1132 118249128	1	502.09 502.09	0.00 0.00	502.09 502.09	10/24/2024		46307
119899	CHK	A	BURLAP BAG CLOTHING/BOOTS CLOTHING - ADAY UNIFORM - ST	1356 24-14215 24-14217	2	330.85 100.00 230.85	0.00 0.00 0.00	330.85 100.00 230.85	10/24/2024		46307
119900	CHK	A	CHANEY PEST ELIMINATION SERVICE	5484 30893	3	270.00 90.00	0.00 0.00	270.00 90.00	10/24/2024		46307

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			10/24 SERVICE	31057		90.00	0.00	90.00			
			108/20 SERVICE - PD	31178		90.00	0.00	90.00			
119901	CHK	A	CHRONICLE LTD	5656	1	556.44	0.00	556.44	10/24/2024		46307
			2024 LICENSE RENEWAL	INV-5263		556.44	0.00	556.44			
119902	CHK	A	CINTAS CORPORATION NO 2	4977	1	161.16	0.00	161.16	10/24/2024		46307
			UNIFORM - FLEET	4208570939		161.16	0.00	161.16			
119903	CHK	A	CINTAS FIRE PROTECTION	3604	1	143.58	0.00	143.58	10/24/2024		46307
			INSPECTION - PD	0F47578445		143.58	0.00	143.58			
119904	CHK	A	COLO SPRINGS UTILITIES	1172	1	68,421.29	0.00	68,421.29	10/24/2024		46307
			3RD Q CONVEYANCE	10072024		68,421.29	0.00	68,421.29			
119905	CHK	A	COUNTY DOOR AND HARDWARE	1464	1	1,260.00	0.00	1,260.00	10/24/2024		46307
			SERVICE CALL & LABOR	12086		1,260.00	0.00	1,260.00			
119906	CHK	A	CROWN TROPHY	4177	1	42.34	0.00	42.34	10/24/2024		46307
			NAME BADGE	60399		42.34	0.00	42.34			
119907	CHK	A	DAVE HALTER	5424	1	1,300.00	0.00	1,300.00	10/24/2024		46307
			WINTERIZE SPRINKLER SYSTEM	10192024		1,300.00	0.00	1,300.00			
119908	CHK	A	ECONO SIGNS AND BARRICADE	4831	1	146.60	0.00	146.60	10/24/2024		46307
			SIGNAGE - STREETS	10-992310		146.60	0.00	146.60			
119909	CHK	A	GLASER GAS, INC.	3244	1	154.00	0.00	154.00	10/24/2024		46307
			PROPANE - ZAMBONI	108546		154.00	0.00	154.00			
119910	CHK	A	GRAINGER INC.	282	1	271.62	0.00	271.62	10/24/2024		46307
			BACKFLOW PREVENTOR	9275897347		271.62	0.00	271.62			
119911	CHK	A	HARRELL'S INC	5104	1	2,086.49	0.00	2,086.49	10/24/2024		46307
			CHEMICALS - F&G	INV01944614		2,086.49	0.00	2,086.49			
119912	CHK	A	HOT MELT TECHNOLOGIES, INC	5648	2	5,931.40	0.00	5,931.40	10/24/2024		46307
			Hot Melt Machine	0252703		5,636.00	0.00	5,636.00			
			HOT MELT MACHINE	0252703A		295.40	0.00	295.40			
119913	CHK	A	KENDALL FELTS	5646	1	200.00	0.00	200.00	10/24/2024		46307
			OFFICIAL - P&R	10212024		200.00	0.00	200.00			
119914	CHK	A	KIERA L. ELLER	5654	1	222.00	0.00	222.00	10/24/2024		46307
			BARTENDING - UPCC	10202024		222.00	0.00	222.00			
119915	CHK	A	KRISTEN VICE	5599	1	131.37	0.00	131.37	10/24/2024		46307
			BARTENDING - UPCC	10162024		131.37	0.00	131.37			
119916	CHK	A	LOGAN SIMPSON DESIGN INC	5282	1	2,312.50	0.00	2,312.50	10/24/2024		46307
			08/31-09/27 PROFESSIONAL SVCS.	35245		2,312.50	0.00	2,312.50			
119917	CHK	A	MARTIN ROSS	5644	1	108.00	0.00	108.00	10/24/2024		46307
			OFFICIAL - P&R	10212024		108.00	0.00	108.00			
119918	CHK	A	MATTIAS GOLDBERG	5641	1	91.00	0.00	91.00	10/24/2024		46307

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			OFFICIAL - P&R	10212024		91.00	0.00	91.00			
119919	CHK	A	SCOTT GREEN	1	1	39.54	0.00	39.54	10/24/2024		46307
			UTILITY REFUND	3072.04		39.54	0.00	39.54			
119920	CHK	A	RICHARD & LAURA DELA TORRE	1	1	74.82	0.00	74.82	10/24/2024		46307
			UTILITY REFUND	5826.02		74.82	0.00	74.82			
119921	CHK	A	PAKGLOBAL, LLC	5447	1	7,342.65	0.00	7,342.65	10/24/2024		46307
			Ice Rink Shade Nets	QCG0913242		7,342.65	0.00	7,342.65			
119922	CHK	A	PIONEER ATHLETICS & MTP	2628	1	2,275.00	0.00	2,275.00	10/24/2024		46307
			BALL FIELDS	INV-226000		2,275.00	0.00	2,275.00			
119923	CHK	A	PITNEY BOWES GLOBAL FINANCIAL	2479	1	90.00	0.00	90.00	10/24/2024		46307
			POSTAGE METER LEASE - WPPD	3319834249		90.00	0.00	90.00			
119924	CHK	A	SAFEWAY, INC.	1908	1	83.22	0.00	83.22	10/24/2024		46307
			09/2024 CHARGES	10142024		83.22	0.00	83.22			
119925	CHK	A	SHERWIN-WILLIAMS	1890	2	417.32	0.00	417.32	10/24/2024		46307
			PAINT SUPPLIES - F&G	3995-7		334.50	0.00	334.50			
			PAINT	5042-0		82.82	0.00	82.82			
119926	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	1	218.86	0.00	218.86	10/24/2024		46307
			EVENT EXPENSE	S0213289		218.86	0.00	218.86			
119927	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI	2805	1	656.55	0.00	656.55	10/24/2024		46307
			LIQUOR DELIVERY	3569190		656.55	0.00	656.55			
119928	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	1	748.11	0.00	748.11	10/24/2024		46307
			CHEMICALS - WAC	INS-17759		748.11	0.00	748.11			
119929	CHK	A	USA BLUEBOOK	5471	1	179.47	0.00	179.47	10/24/2024		46307
			LAB SUPPLIES - WWTP	INV00490784		179.47	0.00	179.47			
119930	CHK	A	WAXIE SANITARY SUPPLY	4189	2	1,829.29	0.00	1,829.29	10/24/2024		46307
			CUSTODIAL SUPPLIES	82772161		1,758.55	0.00	1,758.55			
			CUSTODIAL SUPPLIES - F&G	82775224		70.74	0.00	70.74			
119931	CHK	A	WEAR PARTS AND EQUIPMENT CO	4266	2	4,755.64	0.00	4,755.64	10/24/2024		46307
			BLADE AND PARTS	58368		1,938.90	0.00	1,938.90			
			PLOWTRUCK CHAIN	58380		2,816.74	0.00	2,816.74			
119932	CHK	A	AIRGAS USA, LLC	338	1	383.58	0.00	383.58	10/31/2024		46330
			CYLINDER - FLEET	9154071508		383.58	0.00	383.58			
119933	CHK	A	APPLIED CONCEPTS INC	5279	1	979.75	0.00	979.75	10/31/2024		46330
			STALKER SPED MODULES	446327		979.75	0.00	979.75			
119934	CHK	A	BATTERIES PLUS BULBS	2133	1	36.15	0.00	36.15	10/31/2024		46330
			BATTERY - WTP	P76799016		36.15	0.00	36.15			
119935	CHK	A	BLACK HILLS ENERGY	4035	4	6,690.97	0.00	6,690.97	10/31/2024		46330
			10/2024 CHARGES	10312024		6,690.97	0.00	1,625.64			
			10/2024 CHARGES	10312024		6,690.97	0.00	4,511.59			

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			10/2024 CHARGES	10312024		6,690.97	0.00	296.92			
			10/2024 CHARGES	10312024		6,690.97	0.00	256.82			
119936	CHK	A	BLAKE SWANSON	5658	1	238.50	0.00	238.50	10/31/2024		46330
			CONTRACT CLEANING	1		238.50	0.00	238.50			
119937	CHK	A	BLUE BLOSSOM CLEANING	5617	1	8,273.42	0.00	8,273.42	10/31/2024		46330
			10/24 CLEANING	3792		8,273.42	0.00	8,273.42			
119938	CHK	A	BLUETARP FINANCIAL	4474	1	189.05	0.00	189.05	10/31/2024		46330
			GRINDER PADD	54140621		189.05	0.00	189.05			
119939	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	1	45.66	0.00	45.66	10/31/2024		46330
			PARTS	66166867		45.66	0.00	45.66			
119940	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	10/31/2024		46330
			ACCOUNT SUPPORT	10252024		840.00	0.00	840.00			
119941	CHK	A	CINTAS CORPORATION NO 2	4977	1	161.16	0.00	161.16	10/31/2024		46330
			UNIFORMS	4209291920		161.16	0.00	161.16			
119942	CHK	A	CITY OF COLORADO SPRINGS	1916	1	6,978.00	0.00	6,978.00	10/31/2024		46330
			2024 RADIO CONSOLE FEES	PPRCN1456		6,978.00	0.00	6,978.00			
119943	CHK	A	COLORADO WILDLIFE SCIENCE, LLC	5598	1	4,569.25	0.00	4,569.25	10/31/2024		46330
			FINAL BASELINE REPORT	6049		4,569.25	0.00	4,569.25			
119944	CHK	A	CORE & MAIN LP	4980	2	3,942.35	0.00	3,942.35	10/31/2024		46330
			SERVICE LINE/REPLACEMENT PARTS	V725660		3,844.35	0.00	3,844.35			
			METER GASKETS	V804162		98.00	0.00	98.00			
119945	CHK	A	DOCUMART COPIES & PRINTING	3252	4	360.00	0.00	360.00	10/31/2024		46330
			BUSINESS CARDS	378724		195.00	0.00	195.00			
			BUSINESS CARDS	378739		165.00	0.00	55.00			
			BUSINESS CARDS	378739		165.00	0.00	55.00			
			BUSINESS CARDS	378739		165.00	0.00	55.00			
119946	CHK	A	ECONO SIGNS AND BARRICADE	4831	1	230.02	0.00	230.02	10/31/2024		46330
			SIGNAGE -ST	10-992512		230.02	0.00	230.02			
119947	CHK	A	ENVIROTECH SERVICES INC	5170	4	15,352.47	0.00	15,352.47	10/31/2024		46330
			ICE SLICER-ST	CD202500194		3,849.47	0.00	3,849.47			
			ICE SLICER -ST	CD202500195		3,863.57	0.00	3,863.57			
			ICE SLICER - ST	CD202500198		3,905.85	0.00	3,905.85			
			ICE SLICER-ST	CD202500211		3,733.58	0.00	3,733.58			
119948	CHK	A	HANNAH RICHTER	5604	1	58.00	0.00	58.00	10/31/2024		46330
			BARTENDING - UPCC	10252024		58.00	0.00	58.00			
119949	CHK	A	INLAND TRUCK PARTS	5176	2	19.02	0.00	19.02	10/31/2024		46330
			PARTS	IN-1692449		11.59	0.00	11.59			
			PARTS	IN-1692456		7.43	0.00	7.43			
119950	CHK	A	IRON MOUNTAIN	1376	1	85.07	0.00	85.07	10/31/2024		46330
			REBOXING CHARGE	JPXV876		85.07	0.00	85.07			

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119951	CHK	A	KAIDEN KENYON	5657	1	373.50	0.00	373.50	10/31/2024		46330
			CONTRACT CLEANING	1		373.50	0.00	373.50			
119952	CHK	A	LIGHTING, ACCESSORY & WARNING	4770	1	11,613.24	0.00	11,613.24	10/31/2024		46330
			FORD PIU BUILD #62	24316		11,613.24	0.00	11,613.24			
119953	CHK	A	MEDICINE FOR BUSINESS AND INDU	5476	2	170.00	0.00	170.00	10/31/2024		46330
			DRUG SCREEN	885253		40.00	0.00	40.00			
			DRUG SCREEN	887832		130.00	0.00	130.00			
119954	CHK	A	PHILIP PYLES	1	1	293.39	0.00	293.39	10/31/2024		46330
			CLOTHING REIMBURSEMENT	10102024		293.39	0.00	293.39			
119955	CHK	A	MIKE HAMMOCK	1	1	200.00	0.00	200.00	10/31/2024		46330
			COMEDY PERFORMANCE	11824		200.00	0.00	200.00			
119956	CHK	A	GABRIELLA GUTIERREZ-REED	1	1	100.00	0.00	100.00	10/31/2024		46330
			COMEDY PERFORMANCE	11824A		100.00	0.00	100.00			
119957	CHK	A	MANUEL CRESPIN	1	1	50.00	0.00	50.00	10/31/2024		46330
			COMEDY PERFORMANCE	11824B		50.00	0.00	50.00			
119958	CHK	A	CORI DECH	1	1	50.00	0.00	50.00	10/31/2024		46330
			COMEDY PERFORMANCE	11824C		50.00	0.00	50.00			
119959	CHK	A	AUSTEN BRINKER	1	1	75.00	0.00	75.00	10/31/2024		46330
			COMEDY PERFORMANCE	11824D		75.00	0.00	75.00			
119960	CHK	A	ROCKMOUNT RESEARCH AND ALLOYS,	1	1	282.26	0.00	282.26	10/31/2024		46330
			SUPPLIES	1289640		282.26	0.00	282.26			
119961	CHK	A	THE ESTATE OF FRANK MABEN KEAT	1	1	6,500.00	0.00	6,500.00	10/31/2024		46330
			MOWER AND TRAILOR	1A		6,500.00	0.00	6,500.00			
119962	CHK	A	HAROLD DEPALMA	1	1	32.26	0.00	32.26	10/31/2024		46330
			UTILTIY REFUND	2446.03		32.26	0.00	32.26			
119963	CHK	A	STEPHEN & BEVERLY ALLEN	1	1	10.76	0.00	10.76	10/31/2024		46330
			UTILITY REFUND	2557.04		10.76	0.00	10.76			
119964	CHK	A	CARTER REALTY	1	1	51.51	0.00	51.51	10/31/2024		46330
			UTILITY REFUND	2904.17		51.51	0.00	51.51			
119965	CHK	A	SHANE & KELLY HAVIN	1	1	56.34	0.00	56.34	10/31/2024		46330
			UTILITY REFUND	3103.02		56.34	0.00	56.34			
119966	CHK	A	DAMON LANE	1	1	100.00	0.00	100.00	10/31/2024		46330
			UTITIY REFUND	4507.01		100.00	0.00	100.00			
119967	CHK	A	SHELLY THIME	1	1	39.56	0.00	39.56	10/31/2024		46330
			UTILITY REFUND	5211.04		39.56	0.00	39.56			
119968	CHK	A	KRISTINE & DENIS AUBUT	1	1	49.25	0.00	49.25	10/31/2024		46330
			UTILITY REFUND	6191.01		49.25	0.00	49.25			
119969	CHK	A	NPG BROADCAST	4663	1	1,000.00	0.00	1,000.00	10/31/2024		46330

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			09/24 WEATHER CAMERA	678471-8		1,000.00	0.00	1,000.00			
119970	CHK	A	PURCELL TIRE & RUBBER COMPANY TIRES	5638 24-0619141-088	1	669.59 669.59	0.00 0.00	669.59 669.59	10/31/2024		46330
119971	CHK	A	RMS ELECTRIC SIGN COMPANY, LLC SIGN SERVICE	5173 240614-1	1	131.82 131.82	0.00 0.00	131.82 131.82	10/31/2024		46330
119972	CHK	A	SCHMIDT CONSTRUCTION ASPHALT - ST	559 2944318	1	863.50 863.50	0.00 0.00	863.50 863.50	10/31/2024		46330
119973	CHK	A	SGS ACCUTEST INC. 09/24 WATER QUALITY TEST	4859 52160158656	1	208.00 208.00	0.00 0.00	208.00 208.00	10/31/2024		46330
119974	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE - UPCC	581 S0214022	1	111.57 111.57	0.00 0.00	111.57 111.57	10/31/2024		46330
119975	CHK	A	SOAR WITH NETWORK FUNDRAISING HOLIDAY PARADE - MARKETING	5660 10282024	1	5,000.00 5,000.00	0.00 0.00	5,000.00 5,000.00	10/31/2024		46330
119976	CHK	A	UCH-MHS BLOOD DRAW SERVICES-24-0705	4703 376348498	1	79.64 79.64	0.00 0.00	79.64 79.64	10/31/2024		46330
119977	CHK	A	UPS STORE #1374 09/2024 CHARGES 09/2024 CHARGES	416 9302024 9302024	2	269.08 269.08 269.08	0.00 0.00 0.00	269.08 29.35 239.73	10/31/2024		46330
119978	CHK	A	UTE PASS CONCRETE-SAND&GRAVEL SQUEEGEE - F&G SQUEEGEE-F&G	655 DE9154 DE9160	2	1,163.96 580.21 583.75	0.00 0.00 0.00	1,163.96 580.21 583.75	10/31/2024		46330
119979	CHK	A	WESTWOOD LAKES WATER DISTRICT 09/24-10/24 WELLFIELD	679 10202024	1	9.21 9.21	0.00 0.00	9.21 9.21	10/31/2024		46330
REGISTER TOTALS			Checks: 255 Voids: 2		348	2,041,687.76	0.00	2,041,687.76			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
19403	Operator III	1	1,228.80	263.23	965.57	10/4/2024
19404	Lifeguard	1	32.13	2.45	29.68	10/4/2024
19405	Event Center Coordinat	1	2,157.70	989.15	1,168.55	10/4/2024
19406	Lifeguard	1	412.57	42.56	370.01	10/4/2024
19407	Lifeguard	1	117.34	8.98	108.36	10/4/2024
19408	Lifeguard	1	228.75	19.50	209.25	10/4/2024
19409	Lifeguard	1	227.12	19.39	207.73	10/4/2024
19410	Maint. Worker I - PBG	1	2,138.74	599.95	1,538.79	10/4/2024
19411	Lifeguard	1	389.34	39.79	349.55	10/4/2024
19412	UPCC-ASSISTANT	1	539.84	50.29	489.55	10/14/2024
19413	Lifeguard	1	64.26	4.92	59.34	10/18/2024
19414	Lifeguard	1	117.34	8.98	108.36	10/18/2024
19415	Lifeguard	1	56.78	4.35	52.43	10/18/2024
19416	Lifeguard	1	236.38	21.08	215.30	10/18/2024
19417	Lifeguard	1	245.14	21.74	223.40	10/18/2024
19418	Maint. Worker I - PBG	1	2,138.74	599.94	1,538.80	10/18/2024
19419	Lifeguard	1	129.78	9.92	119.86	10/18/2024
19420	Operator	1	1,566.72	-	1,566.72	10/24/2024
19421	Operator	1	620.54	-	620.54	10/24/2024
56737	WWTO	1	2,113.40	551.47	1,561.93	10/4/2024
56738	Fleet Mechanic I	1	2,421.17	749.42	1,671.75	10/4/2024
56739	MWI	1	1,632.00	377.18	1,254.82	10/4/2024
56740	Permit Technician	1	1,833.55	595.03	1,238.52	10/4/2024
56741	Fitness Instructor	1	61.57	4.70	56.87	10/4/2024
56742	Captain	1	4,089.41	1,199.77	2,889.64	10/4/2024
56743	Help Desk Technician	1	1,833.55	442.93	1,390.62	10/4/2024
56744	Lifeguard	1	223.51	19.11	204.40	10/4/2024
56745	Lifeguard	1	162.23	12.42	149.81	10/4/2024
56746	Dispatcher I	1	2,078.11	542.18	1,535.93	10/4/2024
56747	Lifeguard	1	321.30	24.58	296.72	10/4/2024
56748	WTO	1	2,693.75	752.82	1,940.93	10/4/2024
56749	Utility Billing Techni	1	2,447.20	648.48	1,798.72	10/4/2024
56750	Planner II	1	3,164.89	991.58	2,173.31	10/4/2024
56751	Budget Manager	1	4,237.46	1,057.98	3,179.48	10/4/2024
56752	Crew Chief-Operators	1	3,215.71	888.64	2,327.07	10/4/2024
56753	Water Fitness Instruct	1	538.46	49.20	489.26	10/4/2024
56754	Sergeant	1	3,462.78	789.87	2,672.91	10/4/2024
56755	Dispatcher	1	2,128.50	425.58	1,702.92	10/4/2024
56756	MUNICIPAL COURT CLERK	1	1,541.19	326.24	1,214.95	10/4/2024
56757	MWII	1	2,125.24	527.92	1,597.32	10/4/2024
56758	Police Officer II	1	3,268.90	629.86	2,639.04	10/4/2024
56759	Lieutenant	1	3,884.21	802.77	3,081.44	10/4/2024
56760	MWI	1	1,942.46	513.40	1,429.06	10/4/2024
56761	Dispatcher II	1	2,626.53	852.59	1,773.94	10/4/2024
56762	Chief of Police	1	5,863.78	1,715.22	4,148.56	10/4/2024
56763	Lifeguard	1	136.99	10.49	126.50	10/4/2024
56764	Code Enforcement	1	2,307.21	559.87	1,747.34	10/4/2024
56765	Operator I	1	2,035.20	452.66	1,582.54	10/4/2024
56766	WW Plant Operator	1	3,649.60	866.01	2,783.59	10/4/2024
56767	Police Officer I	1	4,160.61	1,178.29	2,982.32	10/4/2024
56768	MWI	1	1,942.46	302.97	1,639.49	10/4/2024

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56769	Lifeguard	1	113.55	8.68	104.87	10/4/2024
56770	Lifeguard	1	43.26	3.31	39.95	10/4/2024
56771	Operations Manager	1	4,413.92	1,089.52	3,324.40	10/4/2024
56772	Lifeguard	1	571.54	62.73	508.81	10/4/2024
56773	Lifeguard	1	320.01	47.48	272.53	10/4/2024
56774	Lifeguard	1	529.90	56.55	473.35	10/4/2024
56775	Lifeguard	1	717.21	94.44	622.77	10/4/2024
56776	Senior Planner	1	3,564.29	1,092.75	2,471.54	10/4/2024
56777	Lifeguard	1	28.84	2.21	26.63	10/4/2024
56778	Swim Instructor	1	118.19	9.04	109.15	10/4/2024
56779	MW I	1	4,582.39	1,640.76	2,941.63	10/4/2024
56780	Lifeguard	1	719.57	94.85	624.72	10/4/2024
56781	Dispatcher I	1	2,081.72	769.60	1,312.12	10/4/2024
56782	Communications Coordinator	1	2,783.44	729.54	2,053.90	10/4/2024
56783	Finance Admin. Asst./C	1	2,100.38	485.07	1,615.31	10/4/2024
56784	Dispatcher II	1	2,283.17	540.69	1,742.48	10/4/2024
56785	HR Manager	1	4,183.89	1,483.56	2,700.33	10/4/2024
56786	Police Officer II	1	3,517.60	707.20	2,810.40	10/4/2024
56787	Lifeguard	1	137.45	10.51	126.94	10/4/2024
56788	MWI	1	2,207.54	469.29	1,738.25	10/4/2024
56789	Parks and Rec Director	1	4,810.94	1,662.28	3,148.66	10/4/2024
56790	WWTO	1	2,168.00	462.89	1,705.11	10/4/2024
56791	Head Lifeguard	1	1,297.15	267.27	1,029.88	10/4/2024
56792	Lifeguard	1	176.65	13.51	163.14	10/4/2024
56793	Associate Project Manager	1	3,161.79	1,198.18	1,963.61	10/4/2024
56794	Operator	1	2,322.21	492.46	1,829.75	10/4/2024
56795	POIII	1	3,236.13	946.56	2,289.57	10/4/2024
56796	Deputy City Manager	1	6,113.65	3,439.33	2,674.32	10/4/2024
56797	Lifeguard	1	43.26	3.30	39.96	10/4/2024
56798	Dispatcher II	1	2,295.57	633.18	1,662.39	10/4/2024
56799	WWTO	1	2,288.06	722.85	1,565.21	10/4/2024
56800	Assistant Aquatics Manager	1	1,767.46	282.58	1,484.88	10/4/2024
56801	Police Officer III	1	3,121.52	713.95	2,407.57	10/4/2024
56802	Lifeguard	1	495.84	51.93	443.91	10/4/2024
56803	POIII	1	2,946.72	749.44	2,197.28	10/4/2024
56804	Lifeguard	1	219.91	18.82	201.09	10/4/2024
56805	Presiding Municipal Co	1	1,443.44	223.53	1,219.91	10/4/2024
56806	Sport Site Supervisor	1	98.76	7.56	91.20	10/4/2024
56807	Lifeguard	1	306.43	29.44	276.99	10/4/2024
56808	UPCC-ASSISTANT	1	660.24	115.83	544.41	10/4/2024
56809	UPCC-ASSISTANT	1	385.60	31.51	354.09	10/4/2024
56810	Sports Site Supervisor	1	2,176.94	439.24	1,737.70	10/4/2024
56811	Program Coordinator	1	2,270.93	647.95	1,622.98	10/4/2024
56812	Lifeguard	1	75.71	5.79	69.92	10/4/2024
56813	Fleet Mechanic I	1	2,339.70	703.52	1,636.18	10/4/2024
56814	MWII Streets	1	2,364.31	480.96	1,883.35	10/4/2024
56815	Superintendent	1	3,687.50	1,208.25	2,479.25	10/4/2024
56816	Lifeguard	1	1,006.48	158.49	847.99	10/4/2024
56817	Lifeguard	1	198.44	16.19	182.25	10/4/2024
56818	Sergeant	1	3,236.13	723.12	2,513.01	10/4/2024
56819	Sales Tax Accountant	1	2,136.80	616.42	1,520.38	10/4/2024

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56820	Seasonal MW	1	489.60	51.46	438.14	10/4/2024
56821	Lifeguard	1	374.12	51.96	322.16	10/4/2024
56822	Lifeguard	1	277.65	26.24	251.41	10/4/2024
56823	Dispatcher	1	2,232.50	793.57	1,438.93	10/4/2024
56824	CMO Admin Assist	1	2,374.20	481.54	1,892.66	10/4/2024
56825	Planning Director	1	4,851.96	2,442.88	2,409.08	10/4/2024
56826	Dispatcher I	1	2,301.34	654.28	1,647.06	10/4/2024
56827	Systems Admin	1	2,677.76	588.39	2,089.37	10/4/2024
56828	Police Officer I	1	2,809.98	488.11	2,321.87	10/4/2024
56829	Operator	1	2,279.86	559.06	1,720.80	10/4/2024
56830	Utilities Technician	1	2,035.20	507.24	1,527.96	10/4/2024
56831	Operator	1	2,457.79	622.54	1,835.25	10/4/2024
56832	Operator	1	2,035.10	484.68	1,550.42	10/4/2024
56833	Operator	1	3,188.93	1,267.81	1,921.12	10/4/2024
56834	GSI Tech	1	2,179.01	603.17	1,575.84	10/4/2024
56835	Lifeguard	1	389.34	39.79	349.55	10/4/2024
56836	HR Admin	1	1,652.80	382.18	1,270.62	10/4/2024
56837	Fleet Crew Chief	1	3,194.64	1,134.65	2,059.99	10/4/2024
56838	Police Officer I	1	2,703.12	814.38	1,888.74	10/4/2024
56839	Lifeguard	1	1,251.60	216.63	1,034.97	10/4/2024
56840	General Ledger Accountant	1	2,457.79	609.79	1,848.00	10/4/2024
56841	Lifeguard	1	565.99	60.75	505.24	10/4/2024
56842	Support Servcs Manager	1	3,532.57	1,013.60	2,518.97	10/4/2024
56843	Police Officer I	1	4,208.90	1,028.07	3,180.83	10/4/2024
56844	Crew Chief - PBG	1	3,211.09	910.81	2,300.28	10/4/2024
56845	City Manager	1	7,278.20	2,366.70	4,911.50	10/4/2024
56846	Administrative Assistant	1	1,685.86	392.14	1,293.72	10/4/2024
56847	Sergeant	1	3,547.01	948.59	2,598.42	10/4/2024
56848	PT Meter Reader	1	989.89	186.74	803.15	10/4/2024
56849	City Inspector	1	2,677.30	873.04	1,804.26	10/4/2024
56850	Aquatic Manager	1	3,367.41	1,051.37	2,316.04	10/4/2024
56851	WTP CHIEF OPERATOR	1	4,630.12	2,349.27	2,280.85	10/4/2024
56852	Utilities Director	1	5,863.91	2,645.49	3,218.42	10/4/2024
56853	WTO A	1	2,678.93	761.37	1,917.56	10/4/2024
56854	Lifeguard	1	824.20	118.32	705.88	10/4/2024
56855	Sports Site Coordinator	1	98.76	7.56	91.20	10/4/2024
56856	Front Desk Representative	1	80.85	6.19	74.66	10/4/2024
56857	WWTO	1	2,064.88	545.75	1,519.13	10/18/2024
56858	Fleet Mechanic I	1	2,421.17	749.41	1,671.76	10/18/2024
56859	MWI	1	1,922.70	446.31	1,476.39	10/18/2024
56860	Permit Technician	1	1,833.55	595.02	1,238.53	10/18/2024
56861	Captain	1	4,089.41	1,199.77	2,889.64	10/18/2024
56862	Help Desk Technician	1	1,833.55	442.94	1,390.61	10/18/2024
56863	Lifeguard	1	90.13	6.89	83.24	10/18/2024
56864	Lifeguard	1	263.17	24.12	239.05	10/18/2024
56865	Dispatcher I	1	2,078.40	542.24	1,536.16	10/18/2024
56866	Lifeguard	1	262.40	20.07	242.33	10/18/2024
56867	WTO	1	2,287.20	656.45	1,630.75	10/18/2024
56868	Utility Billing Techni	1	2,447.20	648.49	1,798.71	10/18/2024
56869	Planner II	1	3,164.89	991.59	2,173.30	10/18/2024
56870	Budget Manager	1	4,062.46	1,016.61	3,045.85	10/18/2024

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56871	Crew Chief-Operators	1	3,508.96	988.58	2,520.38	10/18/2024
56872	Water Fitness Instruct	1	499.54	45.21	454.33	10/18/2024
56873	Sergeant	1	3,211.32	740.65	2,470.67	10/18/2024
56874	Dispatcher	1	1,953.50	386.40	1,567.10	10/18/2024
56875	MUNICIPAL COURT CLERK	1	1,832.51	396.47	1,436.04	10/18/2024
56876	MWII	1	1,926.58	479.88	1,446.70	10/18/2024
56877	Police Officer II	1	3,167.56	617.41	2,550.15	10/18/2024
56878	Lieutenant	1	3,709.21	771.23	2,937.98	10/18/2024
56879	MWI	1	1,900.00	503.06	1,396.94	10/18/2024
56880	Dispatcher II	1	2,672.34	863.60	1,808.74	10/18/2024
56881	Operator III	1	2,492.16	618.53	1,873.63	10/18/2024
56882	Chief of Police	1	5,863.78	1,715.21	4,148.57	10/18/2024
56883	Lifeguard	1	245.14	21.75	223.39	10/18/2024
56884	Code Enforcement	1	2,132.21	518.48	1,613.73	10/18/2024
56885	Operator I	1	2,035.20	452.66	1,582.54	10/18/2024
56886	WW Plant Operator	1	3,649.60	866.01	2,783.59	10/18/2024
56887	Police Officer I	1	2,838.58	806.07	2,032.51	10/18/2024
56888	MWI	1	1,767.46	282.58	1,484.88	10/18/2024
56889	Lifeguard	1	7.57	0.58	6.99	10/18/2024
56890	Lifeguard	1	21.63	1.66	19.97	10/18/2024
56891	Operations Manager	1	4,238.92	1,142.77	3,096.15	10/18/2024
56892	Lifeguard	1	136.89	10.46	126.43	10/18/2024
56893	Lifeguard	1	696.44	89.76	606.68	10/18/2024
56894	Lifeguard	1	796.46	111.42	685.04	10/18/2024
56895	Senior Planner	1	3,564.29	1,092.75	2,471.54	10/18/2024
56896	Lifeguard	1	237.93	21.19	216.74	10/18/2024
56897	Swim Instructor	1	167.75	12.83	154.92	10/18/2024
56898	Lifeguard	1	740.22	99.49	640.73	10/18/2024
56899	Dispatcher I	1	2,081.72	769.62	1,312.10	10/18/2024
56900	Communications Coordinator	1	3,189.52	778.57	2,410.95	10/18/2024
56901	Finance Admin. Asst./C	1	2,100.38	485.07	1,615.31	10/18/2024
56902	Dispatcher II	1	2,283.17	540.69	1,742.48	10/18/2024
56903	HR Manager	1	4,183.89	1,483.56	2,700.33	10/18/2024
56904	Police Officer II	1	3,016.30	615.29	2,401.01	10/18/2024
56905	MWI	1	1,800.60	377.38	1,423.22	10/18/2024
56906	Parks and Rec Director	1	4,810.94	1,662.28	3,148.66	10/18/2024
56907	WWTO	1	2,168.00	462.87	1,705.13	10/18/2024
56908	Head Lifeguard	1	1,183.59	239.96	943.63	10/18/2024
56909	Event Center Coordinat	1	2,380.20	692.87	1,687.33	10/18/2024
56910	Lifeguard	1	212.70	18.28	194.42	10/18/2024
56911	Associate Project Manager	1	3,205.24	1,207.71	1,997.53	10/18/2024
56912	Operator	1	2,343.38	497.63	1,845.75	10/18/2024
56913	POIII	1	3,833.35	1,117.41	2,715.94	10/18/2024
56914	Deputy City Manager	1	6,113.65	3,439.34	2,674.31	10/18/2024
56915	Lifeguard	1	18.03	1.38	16.65	10/18/2024
56916	Dispatcher II	1	2,295.57	633.17	1,662.40	10/18/2024
56917	WWTO	1	2,288.06	722.86	1,565.20	10/18/2024
56918	Assistant Aquatics Manager	1	1,767.46	282.57	1,484.89	10/18/2024
56919	Police Officer III	1	3,130.73	715.77	2,414.96	10/18/2024
56920	Lifeguard	1	931.11	141.20	789.91	10/18/2024
56921	POIII	1	2,946.72	749.45	2,197.27	10/18/2024

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
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56922	Lifeguard	1	64.89	4.96	59.93	10/18/2024
56923	Presiding Municipal Co	1	1,533.66	243.47	1,290.19	10/18/2024
56924	Lifeguard	1	382.13	38.23	343.90	10/18/2024
56925	UPCC-ASSISTANT	1	660.24	115.84	544.40	10/18/2024
56926	Sports Site Supervisor	1	2,001.94	399.14	1,602.80	10/18/2024
56927	Program Coordinator	1	2,270.93	647.95	1,622.98	10/18/2024
56928	Lifeguard	1	126.18	9.65	116.53	10/18/2024
56929	Fleet Mechanic I	1	2,339.70	703.50	1,636.20	10/18/2024
56930	MWII Streets	1	2,322.34	470.70	1,851.64	10/18/2024
56931	Superintendent	1	3,687.50	1,208.24	2,479.26	10/18/2024
56932	Lifeguard	1	1,224.41	210.28	1,014.13	10/18/2024
56933	Lifeguard	1	170.52	13.04	157.48	10/18/2024
56934	Sergeant	1	3,313.19	741.92	2,571.27	10/18/2024
56935	Sales Tax Accountant	1	2,136.80	616.42	1,520.38	10/18/2024
56936	Seasonal MW	1	520.20	54.79	465.41	10/18/2024
56937	Lifeguard	1	604.01	102.53	501.48	10/18/2024
56938	Lifeguard	1	424.91	43.50	381.41	10/18/2024
56939	Dispatcher	1	1,941.26	694.23	1,247.03	10/18/2024
56940	CMO Admin Assist	1	2,199.20	460.17	1,739.03	10/18/2024
56941	Planning Director	1	4,851.96	2,442.88	2,409.08	10/18/2024
56942	Dispatcher I	1	1,849.02	554.42	1,294.60	10/18/2024
56943	Systems Admin	1	2,677.76	588.39	2,089.37	10/18/2024
56944	Police Officer I	1	2,543.88	456.63	2,087.25	10/18/2024
56945	Operator	1	2,343.38	574.54	1,768.84	10/18/2024
56946	Utilities Technician	1	2,035.20	507.25	1,527.95	10/18/2024
56947	Operator	1	2,572.99	657.69	1,915.30	10/18/2024
56948	Operator	1	2,092.34	496.77	1,595.57	10/18/2024
56949	Permit Technician	1	163.20	37.48	125.72	10/18/2024
56950	Operator	1	3,188.93	1,267.80	1,921.13	10/18/2024
56951	GSI Tech	1	2,179.01	603.18	1,575.83	10/18/2024
56952	Lifeguard	1	140.60	10.76	129.84	10/18/2024
56953	HR Admin	1	1,652.80	382.19	1,270.61	10/18/2024
56954	Fleet Crew Chief	1	3,194.64	1,134.66	2,059.98	10/18/2024
56955	Police Officer I	1	2,735.30	823.39	1,911.91	10/18/2024
56956	Lifeguard	1	1,297.80	227.71	1,070.09	10/18/2024
56957	General Ledger Accountant	1	2,580.80	652.05	1,928.75	10/18/2024
56958	Lifeguard	1	490.28	51.50	438.78	10/18/2024
56959	Support Servcs Manager	1	3,532.57	1,013.61	2,518.96	10/18/2024
56960	Lifeguard	1	104.55	8.00	96.55	10/18/2024
56961	Police Officer I	1	2,906.16	794.86	2,111.30	10/18/2024
56962	Crew Chief - PBG	1	3,093.02	882.60	2,210.42	10/18/2024
56963	City Manager	1	7,278.20	2,366.69	4,911.51	10/18/2024
56964	Administrative Assistant	1	1,685.86	392.14	1,293.72	10/18/2024
56965	Sergeant	1	3,347.76	886.40	2,461.36	10/18/2024
56966	PT Meter Reader	1	857.22	170.57	686.65	10/18/2024
56967	City Inspector	1	2,677.30	873.05	1,804.25	10/18/2024
56968	Aquatic Manager	1	3,284.08	1,028.32	2,255.76	10/18/2024
56969	WTP CHIEF OPERATOR	1	4,630.12	2,349.27	2,280.85	10/18/2024
56970	Utilities Director	1	5,863.91	2,648.42	3,215.49	10/18/2024
56971	WTO A	1	3,155.16	875.95	2,279.21	10/18/2024
56972	Lifeguard	1	879.68	130.10	749.58	10/18/2024

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
56973	Front Desk Representative	1	57.75	4.42	53.33	10/18/2024

523,102.76 147,421.45 375,681.31



City of Woodland Park Staff Report for City Council

Meeting Date: December 5th, 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 October 2024.

October 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	\$0.00	\$4,464.02	\$6,535.98	41%
Supplies	\$150.00	\$66.00	\$633.55	-\$483.55	422%
Meetings/Mileage/Meals	\$3,000.00	\$48.18	\$2,258.01	\$741.99	75%
Special Projects	\$500.00	\$0.00	\$0.00	\$500.00	0%
Total	\$32,600.00	\$114.18	\$8,740.02	\$23,859.98	27%



STAFF REPORT

TO: Mayor Case and City Council

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

DATE: December 5, 2024

SUBJECT: Approval of a contract between the City of Woodland Park and JVA for the design of the Second Gold Hill Tank in the amount of \$153,200.(A)
(Presenter Utilities Director Wiley)

BACKGROUND: Gold Hill Tank Project – The Gold Hill water tank services our customers on the west side of town. It holds approximately 650K gallons and was built in 1988. Throughout the years the tank has had significant ice buildup in the winter months. Due to the ice buildup, the walls of the tank have deteriorated to a point where they are in need of repair. The tank was repainted about five years ago to a darker color and that has helped with ice buildup. The City has looked into repairing the tank walls however the tank will need to be taken out of service to make those repairs creating a need for temporary storage or constructing a new tank. We have chosen to construct a new tank adjacent to the old tank. This will provide additional fire protection as well as redundancy in the Gold Hill pressure zones. The City has already determined the type of tank (bolted steel) to be consistent with our newer tank and that technology has proven to work with our climate conditions.

The City advertised on Bidnet and received one responsive bid from JVA in the amount of \$153,200. This amount will cover the design and the construction bidding for the tank. The City has already completed the geo-tech investigation of the site.

The Gold Hill water tank project was planned and budgeted is in the 2024 and 2025 budget at \$3.0M. Water Enterprise Fund has a health fund balance and will pay cash for the project. Financing will not be needed for this project.

RECOMMENDATION: Approve Contract with JVA in the amount of \$153,200 for the Gold Hill Water tank design.

ATTACHMENTS:

1. JVA Inc.
2. Gold Hill Engineering

CITY OF WOODLAND PARK

Engineering for Second Gold Hill Tank with JVA INC.

THIS CONTRACT ("Contract") for Engineering for Services to Design, Permit, and Bid the Second Tank at Gold Hill is entered into effective as of this 20 day of November, 2024, by and between the City of Woodland Park, a Colorado Home Rule City (the "City"), and JVA INC. (the "Consultant") (a Colorado Corporation).

In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereto agree as follows:

TERMS

1. **PROJECT DESCRIPTION AND SCOPE OF WORK.** The project shall consist of the provision of the services and all materials and equipment necessary for performing the services, as described in Exhibit A, "Scope of Work" attached hereto and in accordance with this Contract (the "Work").

Consultant shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work as required by this Contract. Consultant shall perform the Work using that degree of skill and knowledge customarily employed by other professionals performing similar services in the State of Colorado.

2. **COMPENSATION.** The City shall compensate the Consultant for the Work, subject to City annual appropriations and in accordance with and subject to all of the conditions in this Agreement, in an aggregate amount not to exceed **\$153,200.00**, based upon the rate schedule set forth in Exhibit B. The workload is solely dependent upon the needs of the City. **There is no guaranteed minimum or maximum amount of work or fee(s).** The not-to-exceed amount includes all of Consultant's direct and indirect costs. Consultant is not entitled to any compensation beyond the not-to-exceed amount except as approved in writing by the City.

3. **NON-APPROPRIATION.** Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of the City, for payments due under this agreement, the City shall immediately notify Consultant or its assignee in writing of such occurrence and the City's obligations under this agreement shall terminate on the last day of the fiscal year for which appropriations have been received or made without penalty or expense to the City.

4. **CHANGES IN THE SCOPE OF WORK.** A change in the Scope of Work shall comprise any change or amendment of the services or work, or any services or work which are different from or additional to the Work. No such change, including any additional compensation, shall be

effective, or paid unless authorized by written amendment executed by the City. If the Consultant proceeds without such written authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the Work described in the scope of work set out in Exhibit A, it does so at its own risk.

A. Progress Payments. Consultant shall submit monthly invoices to the City's for progress payments for portions of the Work satisfactorily performed during each month during the term of the Contract. The City's approval of invoices shall be a condition of payment. The City will pay approved invoices, or parts thereof, 30 days after submittal. All invoices shall be addressed to the City as follows: "City of Woodland Park, 220 W. South Ave., Woodland Park, 80863, ATTN: PUBLIC WORKS DIRECTOR".

B. Requirements for Payment.

1. Invoices. Consultant invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City, and shall be sufficient to substantiate all items for a proper audit and post-audit thereof. Invoices shall be clearly marked and annotated with the City's assigned Purchase Order number(s) relevant to the task(s) for which payment is being requested.

2. Invoice Documentation. With each invoice, the Consultant shall submit a progress report describing the Work performed, results achieved, percentage complete, percentage of total compensation amount, the status of deliverables and a certification that the Consultant is current in payment of all employees and subcontractor and vendors.

C. Unsatisfactory Invoices or Work. The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for Work, which is not completed as scheduled or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination of the Consultant.

4.1 TASK ORDER PROCEDURES.

A. General. The Services are divided into discrete Tasks. The Consultant shall proceed with Services under this Agreement only upon receipt from the City of a written order to perform the Services specified therein, which is issued pursuant to this section ("Task Order"). Each Task Order shall be performed within the Task Order Price.

B. Request for Task Order Submittal. When the City determines it requires the performance of any Task(s) by Consultant, it shall notify the Consultant by issuing a written "Request for Task Order Submittal," setting forth the milestones for key elements of the Task(s), providing any additional detail needed to further describe the Task(s), and establishing the deliverables to be produced by the Consultant for the Task(s).

C. Compensation Calculation. The Task Order Price shall be determined using a Lump Sum Method or Time & Materials Method. In each Request for Task Order Submittal, the City shall specify the method of compensation Consultant shall use to calculate the Proposed Task Order Price in the relevant Task Order Submittal. However, the parties may agree in writing to use a method of compensation other than the one specified by the City in the Request for Task Order Submittal. The Task Order Price for each Task Order shall be finally determined according to the procedures set forth in this section.

D. Consultant's Response. Within seven (7) working days of receipt of the City's Request for Task Order Submittal, the Consultant shall respond by providing the following documents (collectively the "Task Order Submittal") to the City for approval:

1. Names and resumes (if not previously provided) of proposed personnel providing the Services of the Task Order;
2. A schedule in sufficient detail to properly depict the Task(s);
3. Task Order Scope of Services;
4. A work plan that adequately describes the discrete portions of the Task(s); and
5. A Proposed Task Order Price which contains an itemized breakdown of the costs, including necessary staffing, man-hours and Direct Costs corresponding to discrete portions of the Task (Direct Costs mean all direct costs, including but not limited to direct salary costs and those items and costs specifically listed as Direct Costs in Exhibit B and are costs other than the general administrative costs and other overhead costs).

E. Negotiation Regarding Task Order. The City will review the Task Order Submittal and the Parties may negotiate the terms thereof. If the City and the Consultant cannot agree on Task Order Submittal, the City may, in addition to performing the Task itself or engaging a third party to perform the Task, (1) reject the Request for Task Order Submittal or (2) direct the Consultant to proceed on a Specific Rate of Pay Method basis.

F. Issuance of Task Order. If the City approves the Consultant's Task Order Submittal for the identified Task(s) or the parties successfully negotiate the Task Order Submittal, the City may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order Submittal and for a price which shall not exceed the price provided in the Task Order (the "Task Order Price"). Consultant agrees it shall not be compensated for any amounts in excess of the Task Order Price, unless such amounts have been authorized by the City by a written Task Order amendment prior to the performance of the Service(s) which created the excess. The Consultant shall not initiate any Task(s) prior to the receipt of a Task Order.

F. Suspension of Task(s). The City may, at any time and for any reason, order the Consultant, in writing, to suspend all or any part of the Services required to perform a Task(s) for the period of time the City determines appropriate. In the event of such a suspension, the Consultant shall take all steps necessary to reduce the costs incidental to the suspension.

5. TERM OF CONTRACT/START AND COMPLETION OF WORK. Consultant shall commence Work when the City gives the Consultant a written notice to proceed. The Consultant shall complete all Work by December 31, 2025, or when the Work has been completely performed

to the City's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

The City shall have the option to renew the contract for subsequent one-year terms for up to four one-year terms. Renewals would commence on or about January 2nd of each subsequent one-year period. Continuation of the contract beyond the first year is at the sole discretion of the City and will be exercised only when such continuation is in the best interest of the City. The Consultant shall notify the City of any and all proposed price adjustments no later than December 15th of the year prior to the year in which any proposed new prices are to be charged to the City. The City reserves the right to reject any price adjustments submitted by the Consultant and/or terminate the contract with the Consultant based on such price adjustments.

6. CONSULTANT'S REPRESENTATIONS.

A. Consultant has the required authority, ability, skills and capacity to, and shall, perform the Work in a manner consistent with this Contract. Further, all employees and subcontractors of Consultant employed in performing the Work shall have the skill, experience and licenses required to perform the Work assigned to them.

B. To the extent the Consultant deems necessary in accordance with prudent engineering practices, it has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract, and is familiar with the requirements of the Work and accepts them for such performance.

C. It is validly organized and exists in good standing under the laws of the State of Colorado, and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

D. Consultant has knowledge of all of the legal requirements and business practices in the State of Colorado that must be followed in performing the Work and the Work shall be performed by Consultant in conformity with all applicable laws, ordinances, codes, rules and regulations.

E. The Consultant hereby agrees that he or she has previously disclosed to the City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

F. Consultant shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Consultant's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Consultant shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

F. Consultant will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Work Order(s) issued pursuant to this Agreement, unless specified otherwise in the Specifications

H. This Contract constitutes the legal, valid and binding obligation of the Consultant and its respective heirs, executors, administrators, successors, assigns, and is enforceable in accordance with its terms.

7. INDEMNIFICATION.

A. Consultant shall indemnify, defend and hold harmless the City and each of its officers, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the negligent acts or omissions of the Consultant or any of its subcontractors or material suppliers, agents or employees, in connection with this Contract and/or the Consultant's Work hereunder. Further, the Consultant hereby agrees to indemnify, defend and hold harmless the City and each of its officers and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the negligent acts or omissions of the Consultant, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the City or any of its officers or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. The obligations of the indemnifications extended by the Consultant to the City under this section shall survive termination or expiration of this Contract.

B. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

8. PROJECT WARRANTIES.

A. Consultant's warranties in respect of the Work (the "Project Warranties") are as follows: Consultant warrants to the City that the Work shall be free from defects and that all work shall meet all requirements of this Contract. Work not conforming to the Project Warranties shall be considered defective. Consultant shall comply with the standard of care for similar professionals undertaking similar work in the same geographic area.

B. Consultant shall promptly correct Work rejected by the City for failing to conform to the Project Warranties. Consultant shall bear all costs of correcting such rejected Work and compensating the City for expenses made necessary thereby.

C. Project Warranties shall commence on the date work has been completed. Notwithstanding the foregoing provisions of this section of this Contract is terminated prior to completion of the Work, Project Warranties in respect of all Work performed under this Contract

by the Consultant prior to such termination shall be deemed to commence on the date immediately preceding the effective date of such termination.

D. If at any time within one year after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, the Consultant shall correct it promptly after receipt of written notice from the City to do so.

9. **ASSIGNMENT**. Neither the City nor Consultant may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other Party.

10. **OWNERSHIP OF MATERIALS AND RISK OF LOSS**. The City shall be deemed the owner of all materials incorporated into the Work, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, at such time as the City has paid for those materials, and shall be deemed the owner of all materials paid for by the City. Any reuse or modification by the City of Consultant's work product without Consultant's permission shall be at City's sole risk. Until all of the work is completed, the risk of loss or damage to the Work or work product shall reside with the Consultant.

11. **TERMINATION**

The City will reserve the right to terminate this contract at any time if, in the opinion of the Public Works Director, the Consultant is not performing according to the provisions of the contract.

A. **Types of Termination**.

1. **Default and Termination for Cause**. Events of Default. Consultant shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described in this section.

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the City or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Consultant to assign its performance of this Contract without the consent specified by this agreement.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the City.

2. **Termination Not For Cause**. In addition to any other rights provided herein, the City shall have the right in its sole discretion to terminate, not for cause, this Contract and further performance of the Work by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

B. Remedies.

1. City's Remedies Upon Termination For Cause. Upon an Event of Default by the Consultant, the City may by notice terminate this Contract for cause immediately.

2. City's Remedies Upon Termination Not For Cause. The City shall provide a notice of termination not for cause to the Consultant thirty days prior to termination.

3. Any Other Remedies Allowed by Law. The City shall be entitled to any other remedies allowed by law in addition to the remedies provided herein.

C. Payment and Liabilities Upon Termination.

1. Termination for Cause. If an Event of Default has occurred, the Consultant shall be liable to the City for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the City or any party acting on the City's behalf in completing the Work or having the Work completed (excluding changes in the Work by the City following such Event of Default). The City shall determine the total cost of the Work satisfactorily performed by the Consultant prior to the date of termination for cause. All reasonable damages, losses, costs and charges incurred by the City, including attorney's fees and costs, relating to obtaining and mobilizing another consultant, of completing the Work and of retaining another consultant's acceptance of full responsibility for all obligations of the Consultant under this Contract shall be deducted from any monies due or which may become due to the Consultant. The City shall determine the total amount due and shall notify the Consultant in writing of the amount the Consultant owes the City or the amount the City owes the Consultant.

2. Termination Not For Cause. After termination not for cause, the Consultant shall submit a final termination settlement invoice to the City in a form and with a certification prescribed by the City. Consultant shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the City upon written request of the Consultant within such thirty-day period. If the Consultant fails to submit the invoice within the time allowed, the City's payment obligations under this Contract shall be deemed satisfied and no further payment by the City to the Consultant shall be made.

D. Consultant's Obligations Upon Termination. After receipt of notice of termination, and unless otherwise directed by the City, the Consultant shall immediately proceed as follows:

1. Stop work on the Work as specified in the notice of termination; and

2. Take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Consultant and in which the City has or may acquire an interest.

12. INSURANCE.

A. Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions hereof, and at any time thereafter necessary to protect the

City and its respective officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Contract by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this section. All insurance is to be placed with insurance carriers authorized in the State of Colorado with an A.M. Best and Company rating of no less than A or as otherwise accepted by the City. The City and its respective officers, employees, and agents shall be named as an additional insured on the Consultant's commercial general liability insurance, automobile liability insurance, and excess liability insurance. Consultant's insurance shall provide that the insurer will give the City thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this section, except for ten (10) days notice for cancellation due to non-payment of premium.

B. Minimum Insurance Coverages:

1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of \$100,000 each accident, \$500,000 Disease-Policy Limit, \$100,000 Disease each employee.

2. Commercial general liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence; \$2,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability without employment exclusion;
- c. Blanket contractual;
- d. Broad form property damage, including completed operations;
- e. Products and completed operations;
- f. Independent Consultant's coverage;
- g. Explosion, collapse and underground;
- h. Consultants' limited pollution coverage; and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

3. Commercial automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned, and employee non-owned vehicles used at the consultant project site.

4. Professional Liability – coverage in the amount of \$1,000,000 each claim and in the aggregate covering the negligent acts or omissions of the Consultant and/or its subcontractor in the performance of the Work.

5. Excess Liability Coverage – Liability coverage inclusive of general liability, professional liability, automobile liability and employers liability in the amount of at least \$1,000,000 combined single limit bodily injury and property damage, each occurrence: and \$1,000,000 in the aggregate. Separate aggregates need to be structured as

found in the underlying coverages. Excess Liability Coverage may be made up of any combination of primary and excess policies.

6. All coverages specified herein, shall waive any right of subrogation against the City and its officers and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

C. Additional Insured Parties. All policies (with the exception of workers' compensation insurance and Professional Liability) shall insure the interest of the City and its respective officers, employees, agents, and consultants.

D. Certificates of Insurance. Prior to commencing any work under the Contract, the Consultant shall provide the City with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the work, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage, and automobile liability insurance, in amounts satisfactory to the City and the Consultant and containing the "additional insured" and "cancellation" conditions found in this section. If the coverage required expires during the term of this Contract, the Consultant and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least 15 days prior to expiration.

E. Additional Provisions. Each general liability policy and, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. For any claims related to the work performed or to be performed by the Contract, wherever the City is named as an additional insured, the Consultant's insurance coverage shall be primary insurance with respect to the City and its officers and employees. Any insurance maintained by the City (or officers and employees) shall be in excess of the Consultant's insurance and shall not contribute to it.

2. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

F. Failure to Comply with Reporting Provisions. Any failure on the part of the Consultant to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Consultant to provide the required coverage to the City (and its officers and employees).

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Consultant the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. Consultant agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. Consultant's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability

under this Contract. If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Contract is executed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Consultant shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the City requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, Consultant shall obtain such insurance, if available, in a form and for a cost approved by the City, and the cost thereof shall be charged to the City.

13. MISCELLANEOUS PROVISIONS.

A. INDEPENDENT CONSULTANT. **CONSULTANT IS AN INDEPENDENT CONSULTANT AND NOTHING HEREIN CONTAINED SHALL CONSTITUTE OR DESIGNATE THE CONSULTANT OR ANY OF ITS EMPLOYEES OR AGENTS AS EMPLOYEES OR AGENTS OF THE CITY. THE CITY IS CONCERNED ONLY WITH THE RESULTS TO BE OBTAINED.**

B. Time is of the Essence. The performance of the Work of the Consultant shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of the Contract. It is agreed that time is of the essence in the performance of this Contract.

C. Notices. Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when received in the United States' mail, first-class postage prepaid addressed to:

City:
City of Woodland Park
220 W. South Ave,
Woodland Park, CO 80863
Attn: Kip Wiley

Consultant:
JVA Inc.
1319 Spruce Street
Boulder, CO 80302
Attn: Michael Katalinich

Either party may change its address for the purpose of this section by giving written notice of such change to the other party.

D. Controlling Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in the State of Colorado, County of Teller.

E. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

F. Severability. The invalidity or unenforceability of any portion or previous version of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provisions.

G. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

H. Contract Modification. The Contact Documents may not be amended, altered, or otherwise changed except by a written agreement between the parties.

I. Compliance with the Law. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, codes, rules and regulations. The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990. The Consultant agrees to indemnify and hold the City harmless from all costs and damages suffered by the Consultant as a result of the Consultant's failure to comply with any law.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Contract.

CITY OF WOODLAND PARK

By: _____
Its: _____

CONSULTANT

By: _____
Its: _____

Exhibit A

Scope of Work:

Exhibit B

RATE SCHEDULE

{Rate schedule should include rates for all key personnel}

CITY OF WOODLAND PARK

Engineering for Second Gold Hill Tank with JVA INC.

THIS CONTRACT ("Contract") for Engineering for Services to Design, Permit, and Bid the Second Tank at Gold Hill is entered into effective as of this 20 day of November, 2024, by and between the City of Woodland Park, a Colorado Home Rule City (the "City"), and JVA INC. (the "Consultant") (a Colorado Corporation).

In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereto agree as follows:

TERMS

1. **PROJECT DESCRIPTION AND SCOPE OF WORK.** The project shall consist of the provision of the services and all materials and equipment necessary for performing the services, as described in Exhibit A, "Scope of Work" attached hereto and in accordance with this Contract (the "Work").

Consultant shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work as required by this Contract. Consultant shall perform the Work using that degree of skill and knowledge customarily employed by other professionals performing similar services in the State of Colorado.

2. **COMPENSATION.** The City shall compensate the Consultant for the Work, subject to City annual appropriations and in accordance with and subject to all of the conditions in this Agreement, in an aggregate amount not to exceed **\$153,200.00**, based upon the rate schedule set forth in Exhibit B. The workload is solely dependent upon the needs of the City. **There is no guaranteed minimum or maximum amount of work or fee(s).** The not-to-exceed amount includes all of Consultant's direct and indirect costs. Consultant is not entitled to any compensation beyond the not-to-exceed amount except as approved in writing by the City.

3. **NON-APPROPRIATION.** Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of the City, for payments due under this agreement, the City shall immediately notify Consultant or its assignee in writing of such occurrence and the City's obligations under this agreement shall terminate on the last of day of the fiscal year for which appropriations have been received or made without penalty or expense to the City.

4. **CHANGES IN THE SCOPE OF WORK.** A change in the Scope of Work shall comprise any change or amendment of the services or work, or any services or work which are different from or additional to the Work. No such change, including any additional compensation, shall be

effective, or paid unless authorized by written amendment executed by the City. If the Consultant proceeds without such written authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the Work described in the scope of work set out in Exhibit A, it does so at its own risk.

A. Progress Payments. Consultant shall submit monthly invoices to the City's for progress payments for portions of the Work satisfactorily performed during each month during the term of the Contract. The City's approval of invoices shall be a condition of payment. The City will pay approved invoices, or parts thereof, 30 days after submittal. All invoices shall be addressed to the City as follows: "City of Woodland Park, 220 W. South Ave., Woodland Park, 80863, ATTN: PUBLIC WORKS DIRECTOR".

B. Requirements for Payment.

1. Invoices. Consultant invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City, and shall be sufficient to substantiate all items for a proper audit and post-audit thereof. Invoices shall be clearly marked and annotated with the City's assigned Purchase Order number(s) relevant to the task(s) for which payment is being requested.

2. Invoice Documentation. With each invoice, the Consultant shall submit a progress report describing the Work performed, results achieved, percentage complete, percentage of total compensation amount, the status of deliverables and a certification that the Consultant is current in payment of all employees and subcontractor and vendors.

C. Unsatisfactory Invoices or Work. The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for Work, which is not completed as scheduled or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination of the Consultant.

4.1 TASK ORDER PROCEDURES.

A. General. The Services are divided into discrete Tasks. The Consultant shall proceed with Services under this Agreement only upon receipt from the City of a written order to perform the Services specified therein, which is issued pursuant to this section ("Task Order"). Each Task Order shall be performed within the Task Order Price.

B. Request for Task Order Submittal. When the City determines it requires the performance of any Task(s) by Consultant, it shall notify the Consultant by issuing a written "Request for Task Order Submittal," setting forth the milestones for key elements of the Task(s), providing any additional detail needed to further describe the Task(s), and establishing the deliverables to be produced by the Consultant for the Task(s).

C. Compensation Calculation. The Task Order Price shall be determined using a Lump Sum Method or Time & Materials Method. In each Request for Task Order Submittal, the City shall specify the method of compensation Consultant shall use to calculate the Proposed Task Order Price in the relevant Task Order Submittal. However, the parties may agree in writing to use a method of compensation other than the one specified by the City in the Request for Task Order Submittal. The Task Order Price for each Task Order shall be finally determined according to the procedures set forth in this section.

D. Consultant's Response. Within seven (7) working days of receipt of the City's Request for Task Order Submittal, the Consultant shall respond by providing the following documents (collectively the "Task Order Submittal") to the City for approval:

1. Names and resumes (if not previously provided) of proposed personnel providing the Services of the Task Order;
2. A schedule in sufficient detail to properly depict the Task(s);
3. Task Order Scope of Services;
4. A work plan that adequately describes the discrete portions of the Task(s); and
5. A Proposed Task Order Price which contains an itemized breakdown of the costs, including necessary staffing, man-hours and Direct Costs corresponding to discrete portions of the Task (Direct Costs mean all direct costs, including but not limited to direct salary costs and those items and costs specifically listed as Direct Costs in Exhibit B and are costs other than the general administrative costs and other overhead costs).

E. Negotiation Regarding Task Order. The City will review the Task Order Submittal and the Parties may negotiate the terms thereof. If the City and the Consultant cannot agree on Task Order Submittal, the City may, in addition to performing the Task itself or engaging a third party to perform the Task, (1) reject the Request for Task Order Submittal or (2) direct the Consultant to proceed on a Specific Rate of Pay Method basis.

F. Issuance of Task Order. If the City approves the Consultant's Task Order Submittal for the identified Task(s) or the parties successfully negotiate the Task Order Submittal, the City may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order Submittal and for a price which shall not exceed the price provided in the Task Order (the "Task Order Price"). Consultant agrees it shall not be compensated for any amounts in excess of the Task Order Price, unless such amounts have been authorized by the City by a written Task Order amendment prior to the performance of the Service(s) which created the excess. The Consultant shall not initiate any Task(s) prior to the receipt of a Task Order.

F. Suspension of Task(s). The City may, at any time and for any reason, order the Consultant, in writing, to suspend all or any part of the Services required to perform a Task(s) for the period of time the City determines appropriate. In the event of such a suspension, the Consultant shall take all steps necessary to reduce the costs incidental to the suspension.

5. TERM OF CONTRACT/START AND COMPLETION OF WORK. Consultant shall commence Work when the City gives the Consultant a written notice to proceed. The Consultant shall complete all Work by December 31, 2025, or when the Work has been completely performed

to the City's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

The City shall have the option to renew the contract for subsequent one-year terms for up to four one-year terms. Renewals would commence on or about January 2nd of each subsequent one-year period. Continuation of the contract beyond the first year is at the sole discretion of the City and will be exercised only when such continuation is in the best interest of the City. The Consultant shall notify the City of any and all proposed price adjustments no later than December 15th of the year prior to the year in which any proposed new prices are to be charged to the City. The City reserves the right to reject any price adjustments submitted by the Consultant and/or terminate the contract with the Consultant based on such price adjustments.

6. CONSULTANT'S REPRESENTATIONS.

A. Consultant has the required authority, ability, skills and capacity to, and shall, perform the Work in a manner consistent with this Contract. Further, all employees and subcontractors of Consultant employed in performing the Work shall have the skill, experience and licenses required to perform the Work assigned to them.

B. To the extent the Consultant deems necessary in accordance with prudent engineering practices, it has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract, and is familiar with the requirements of the Work and accepts them for such performance.

C. It is validly organized and exists in good standing under the laws of the State of Colorado, and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

D. Consultant has knowledge of all of the legal requirements and business practices in the State of Colorado that must be followed in performing the Work and the Work shall be performed by Consultant in conformity with all applicable laws, ordinances, codes, rules and regulations.

E. The Consultant hereby agrees that he or she has previously disclosed to the City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

F. Consultant shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Consultant's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Consultant shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

F. Consultant will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Work Order(s) issued pursuant to this Agreement, unless specified otherwise in the Specifications

H. This Contract constitutes the legal, valid and binding obligation of the Consultant and its respective heirs, executors, administrators, successors, assigns, and is enforceable in accordance with its terms.

7. INDEMNIFICATION.

A. Consultant shall indemnify, defend and hold harmless the City and each of its officers, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the negligent acts or omissions of the Consultant or any of its subcontractors or material suppliers, agents or employees, in connection with this Contract and/or the Consultant's Work hereunder. Further, the Consultant hereby agrees to indemnify, defend and hold harmless the City and each of its officers and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the negligent acts or omissions of the Consultant, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the City or any of its officers or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. The obligations of the indemnifications extended by the Consultant to the City under this section shall survive termination or expiration of this Contract.

B. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

8. PROJECT WARRANTIES.

A. Consultant's warranties in respect of the Work (the "Project Warranties") are as follows: Consultant warrants to the City that the Work shall be free from defects and that all work shall meet all requirements of this Contract. Work not conforming to the Project Warranties shall be considered defective. Consultant shall comply with the standard of care for similar professionals undertaking similar work in the same geographic area.

B. Consultant shall promptly correct Work rejected by the City for failing to conform to the Project Warranties. Consultant shall bear all costs of correcting such rejected Work and compensating the City for expenses made necessary thereby.

C. Project Warranties shall commence on the date work has been completed. Notwithstanding the foregoing provisions of this section of this Contract is terminated prior to completion of the Work, Project Warranties in respect of all Work performed under this Contract

by the Consultant prior to such termination shall be deemed to commence on the date immediately preceding the effective date of such termination.

D. If at any time within one year after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, the Consultant shall correct it promptly after receipt of written notice from the City to do so.

9. **ASSIGNMENT**. Neither the City nor Consultant may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other Party.

10. **OWNERSHIP OF MATERIALS AND RISK OF LOSS**. The City shall be deemed the owner of all materials incorporated into the Work, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, at such time as the City has paid for those materials, and shall be deemed the owner of all materials paid for by the City. Any reuse or modification by the City of Consultant's work product without Consultant's permission shall be at City's sole risk. Until all of the work is completed, the risk of loss or damage to the Work or work product shall reside with the Consultant.

11. **TERMINATION**

The City will reserve the right to terminate this contract at any time if, in the opinion of the Public Works Director, the Consultant is not performing according to the provisions of the contract.

A. **Types of Termination**.

1. **Default and Termination for Cause**. Events of Default. Consultant shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described in this section.

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the City or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Consultant to assign its performance of this Contract without the consent specified by this agreement.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the City.

2. **Termination Not For Cause**. In addition to any other rights provided herein, the City shall have the right in its sole discretion to terminate, not for cause, this Contract and further performance of the Work by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

B. Remedies.

1. City's Remedies Upon Termination For Cause. Upon an Event of Default by the Consultant, the City may by notice terminate this Contract for cause immediately.

2. City's Remedies Upon Termination Not For Cause. The City shall provide a notice of termination not for cause to the Consultant thirty days prior to termination.

3. Any Other Remedies Allowed by Law. The City shall be entitled to any other remedies allowed by law in addition to the remedies provided herein.

C. Payment and Liabilities Upon Termination.

1. Termination for Cause. If an Event of Default has occurred, the Consultant shall be liable to the City for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the City or any party acting on the City's behalf in completing the Work or having the Work completed (excluding changes in the Work by the City following such Event of Default). The City shall determine the total cost of the Work satisfactorily performed by the Consultant prior to the date of termination for cause. All reasonable damages, losses, costs and charges incurred by the City, including attorney's fees and costs, relating to obtaining and mobilizing another consultant, of completing the Work and of retaining another consultant's acceptance of full responsibility for all obligations of the Consultant under this Contract shall be deducted from any monies due or which may become due to the Consultant. The City shall determine the total amount due and shall notify the Consultant in writing of the amount the Consultant owes the City or the amount the City owes the Consultant.

2. Termination Not For Cause. After termination not for cause, the Consultant shall submit a final termination settlement invoice to the City in a form and with a certification prescribed by the City. Consultant shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the City upon written request of the Consultant within such thirty-day period. If the Consultant fails to submit the invoice within the time allowed, the City's payment obligations under this Contract shall be deemed satisfied and no further payment by the City to the Consultant shall be made.

D. Consultant's Obligations Upon Termination. After receipt of notice of termination, and unless otherwise directed by the City, the Consultant shall immediately proceed as follows:

1. Stop work on the Work as specified in the notice of termination; and

2. Take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Consultant and in which the City has or may acquire an interest.

12. INSURANCE.

A. Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions hereof, and at any time thereafter necessary to protect the

City and its respective officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Contract by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this section. All insurance is to be placed with insurance carriers authorized in the State of Colorado with an A.M. Best and Company rating of no less than A or as otherwise accepted by the City. The City and its respective officers, employees, and agents shall be named as an additional insured on the Consultant's commercial general liability insurance, automobile liability insurance, and excess liability insurance. Consultant's insurance shall provide that the insurer will give the City thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this section, except for ten (10) days notice for cancellation due to non-payment of premium.

B. Minimum Insurance Coverages:

1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of \$100,000 each accident, \$500,000 Disease-Policy Limit, \$100,000 Disease each employee.

2. Commercial general liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence; \$2,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability without employment exclusion;
- c. Blanket contractual;
- d. Broad form property damage, including completed operations;
- e. Products and completed operations;
- f. Independent Consultant's coverage;
- g. Explosion, collapse and underground;
- h. Consultants' limited pollution coverage; and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

3. Commercial automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned, and employee non-owned vehicles used at the consultant project site.

4. Professional Liability – coverage in the amount of \$1,000,000 each claim and in the aggregate covering the negligent acts or omissions of the Consultant and/or its subcontractor in the performance of the Work.

5. Excess Liability Coverage – Liability coverage inclusive of general liability, professional liability, automobile liability and employers liability in the amount of at least \$1,000,000 combined single limit bodily injury and property damage, each occurrence: and \$1,000,000 in the aggregate. Separate aggregates need to be structured as

found in the underlying coverages. Excess Liability Coverage may be made up of any combination of primary and excess policies.

6. All coverages specified herein, shall waive any right of subrogation against the City and its officers and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

C. Additional Insured Parties. All policies (with the exception of workers' compensation insurance and Professional Liability) shall insure the interest of the City and its respective officers, employees, agents, and consultants.

D. Certificates of Insurance. Prior to commencing any work under the Contract, the Consultant shall provide the City with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the work, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage, and automobile liability insurance, in amounts satisfactory to the City and the Consultant and containing the "additional insured" and "cancellation" conditions found in this section. If the coverage required expires during the term of this Contract, the Consultant and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least 15 days prior to expiration.

E. Additional Provisions. Each general liability policy and, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. For any claims related to the work performed or to be performed by the Contract, wherever the City is named as an additional insured, the Consultant's insurance coverage shall be primary insurance with respect to the City and its officers and employees. Any insurance maintained by the City (or officers and employees) shall be in excess of the Consultant's insurance and shall not contribute to it.

2. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

F. Failure to Comply with Reporting Provisions. Any failure on the part of the Consultant to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Consultant to provide the required coverage to the City (and its officers and employees).

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Consultant the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. Consultant agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. Consultant's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability

under this Contract. If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Contract is executed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Consultant shall be solely responsible for any deductible losses under the policy.

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B. Time is of the Essence. The performance of the Work of the Consultant shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of the Contract. It is agreed that time is of the essence in the performance of this Contract.

C. Notices. Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when received in the United States' mail, first-class postage prepaid addressed to:

City:
City of Woodland Park
220 W. South Ave,
Woodland Park, CO 80863
Attn: Kip Wiley

Consultant:
JVA Inc.
1319 Spruce Street
Boulder, CO 80302
Attn: Michael Katalinich

Either party may change its address for the purpose of this section by giving written notice of such change to the other party.

D. Controlling Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in the State of Colorado, County of Teller.

E. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

F. Severability. The invalidity or unenforceability of any portion or previous version of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provisions.

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H. Contract Modification. The Contact Documents may not be amended, altered, or otherwise changed except by a written agreement between the parties.

I. Compliance with the Law. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, codes, rules and regulations. The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990. The Consultant agrees to indemnify and hold the City harmless from all costs and damages suffered by the Consultant as a result of the Consultant's failure to comply with any law.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Contract.

CITY OF WOODLAND PARK

By: _____
Its: _____

CONSULTANT

By: _____
Its: _____

Exhibit A

Scope of Work:

Exhibit B

RATE SCHEDULE

{Rate schedule should include rates for all key personnel}



City of Woodland Park

November 21, 2024 at 6:30 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Following a 2025 Budget worksession of the City Council, Mayor Case called the regularly scheduled Council Meeting to order.

The following Councilmembers were in attendance: 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, Communications Coordinator Higgenbotham, Planning Director Schminke, (via zoom), Code Enforcement Officer Deiter, IT Technician Barnes and Deputy City Clerk Sauer.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A.** Congratulations to Rylan Gibson on his Eagle Scout project at Meadow Wood Sports Complex Hockey Rink (A)
(Presenter Communications Coordinator Kristen Higgenbotham)

Communications Coordinator Higgenbotham introduced Eagle Scout Rylan Gibson and shared information and pictures on the project that Rylan worked on for his Eagle Scout Badge. Rylan erected a flagpole at Meadow Wood Sports Complex Hockey Rink so that the National Anthem could be sung prior to the start of any hockey games. Fellow Boy Scouts that worked on the project were also introduced. Mayor Case thanked Rylan and his fellow Boy Scouts and presented them with City Coins.

- B.** Re-appointment of Linda Allred and Larry Black to the Historical Preservation Committee. (A)
(Presenter, Deputy City Manager/City Clerk Leclercq)

Deputy City Manager/City Clerk Leclercq shared that she had received applications from incumbents of the Historical Preservation Committee Larry Black and Linda Allred to re-apply for their terms to the Committee. Leclercq shared that their terms would be expiring on January 1, 2025, and that they are both not term-limited. Their terms would be for four years. The council invited both Black and Allred to the podium to share why they were interested in re-applying for the committee. Following questions from the Council, the following motions were made.

Motion: to re-appoint Larry Black to the Historical Preservation Committee. Nakai/Baldwin. Motion carried 7-0.

Motion: to re-appoint Linda Allred to the Historical Preservation Committee. Nakai/Geer. Motion carried 7-0.

C. Short-Term Rental Outreach for 2025 Permits and Licenses.
(Presenter Planning Director Schminke)

Planning Director Schminke gave a report on the Short Term Rental Outreach for 2025 permits and licenses that her Department has been working on. Schminke shared the following information.

- Due to the Citizen's initiative and new a new Title 5 ordinance things are different now.
- Three different letters were sent out depending on how the property was zoned.
 - o Multi-family zones – cease and desist
 - o Single-family zones – only Primary residence STRs may be permitted
 - o Commercial zones – either non-primary residence or primary residence STR may be permitted
 - o Letters directed folks to STR resource center on City website
 - o Requested applications be submitted by Nov 15th to ensure adequate time for processing
- Expect to send follow-up letter to cease and desist operations December 31st to STRs that did not get a license for 2025.
- It is the applicant/property owner's responsibility to demonstrate compliance with the requirements to operate an STR.
- Once an applicant/property owner/operator obtains the necessary license, they are responsible for staying in compliance with the regulations.

Council thanked Schminke for her presentation.

D. Sales Tax Update and Report for September 2024.
(City Manager Vassalotti)

City Manager Vssalotti shared the Sales Tax update and Report for September 2024.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

A. Approval of the November 7, 2024, regularly scheduled City Council Meeting minutes.

Mayor Case read the Consent Calendar into the record and the following motion was made.

Motion: to approve the November 7, 2024, regularly scheduled City Council Meeting minutes. Geer/Smith. Motion carried 7-0.

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

Colter Montgomery shared that he hopes now that the Sales Tax Initiative has been voted on that things could calm down in the Community and the nastiness and hate would stop.

Arnie Sparnins talked about the Ordinance regarding STR's that will come into effect on January 1, 2025.

Nicole Brauchi shared that she would like to see different speakers at the magic mushroom work session the Council is holding so that all different points of view are heard.

Jerry Penland spoke regarding the Citizens Initiative regarding STR's and reporting that was done in the Courier. Penland shared that he would like the Editor to give the citizens an

opportunity to refute the article.

Debbie Miller shared information on Shop Small/Shop Local Saturday.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A.** Approval of Ordinance No. 1485, Series 2024, on initial posting, an Ordinance Appropriating Sums of Money to the Various Funds, for the City of Woodland Park, Colorado, for the 2025 Budget Year for the General Fund (100), and set the Public Hearing for December 5, 2024. (A)
(Presenter, City Manager Vassalotti)

City Manager Vassalotti presented Ordinance No. 1485, Series 2024. The following motion was made on initial posting.

Motion: to Approve Ordinance No. 1485, Series 2024 as presented on initial posting and set the Public Hearing for December 5, 2024. Harvey/Smith. Motion carried 7-0.

The council thanked Vassalotti for a great budget document that was easy to understand.

- B.** Approval of Ordinance No. 1486, Series 2024, on initial posting, an Ordinance Appropriating Sums of Money to the Various funds Except the General Fund (100), and set the Public Hearing for December 5, 2024. (A)
(Presenter, City Manager Vassalotti)

City Manager Vassalotti presented Ordinance No. 1486, Series 2024. The following motion was made on initial posting.

Motion: to Approve Ordinance No. 1486, Series 2024 as presented on initial posting and set the Public Hearing for December 5, 2024. Nakai/Geer. Motion carried 7-0.

9. PUBLIC HEARINGS

(Public comment may be heard)

None.

10. NEW BUSINESS

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

- A.** Mayor's Report

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

- B.** Council Reports

Councilmember Baldwin wanted to give a shout-out to the Parks and Recreation program on a very successful inaugural Flag Football Season.

Baldwin also thanked the Senior Center, Pikes Peak Regional Hospital and those that reached out to her during her surgery.

Councilmember Geer shared upcoming events on behalf of the Parks and Recreation Program.

Councilmember Harvey shared information from Keep Woodland Park Beautiful regarding a second cleanup and also information regarding a meeting she attended with former City Manager Buttery, City Manager Vassolotti and Mayor Case to help re-establish the relationship between the City and three 4th Engineers Battalion.

Councilmember Smih thanked the Masonic Lodge for their donation of \$700 to the community Cupboard.

C. City Attorney's Report

None.

D. City Manager's Report

City Manager Vassalotti shared that the Citizens Academy was filling up fast. Vassalotti also shared that all of the financial on the City's Website were up to date.

Deputy City Manager shared some information on Eleciton results for the Coordinated Election and information on the Charter REview Committee.

12. ADJOURNMENT

The time being 7:36 pm and there being no further City business, Mayor Case adjourned the Council Meeting.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____,2024

Kellie Case, Mayor

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1485, SERIES 2024

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2025 BUDGET YEAR FOR GENERAL FUND (100).

WHEREAS, the City Council has adopted the annual budget for the General Fund (100) in accordance with the City Charter on December 5, 2024; and

WHEREAS, the City Council has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures in the fund as set forth in said budget or has made appropriations to expend a portion of fund balance for capital outlays, acquisitions, and improvements; and

WHEREAS, it is not only required by the City Charter, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the City.

NOW, THEREFORE THIS ORDINANCE:

THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO
ORDAINS;

That an Ordinance entitled “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2025 BUDGET YEAR FOR GENERAL FUND (100).” be and the same is hereby adopted as follows:

Section 1. That the following sums are appropriated from the revenue or fund balance of each fund to each fund, for the purpose stated:

GENERAL FUND

Budgeted Revenue	\$ <u>15,453,559</u>
Current Operating Expenditures	
Elected Officials	\$ 32,600
City Manager	512,491
City Clerk	543,873
Municipal Court	152,333
Planning and Building	637,894
Inter/Nondepartmental	1,246,869
Education Support	3,256,453
Finance	742,048

Parks, Buildings and Grounds	1,125,446
Information Technology	485,132
Police	3,611,008
Public Works Administration	330,293
Fleet Maintenance	578,039
Street Operations	780,836
, Total Current Operating Expenditures	14,035,315
Debt Service Expenditures	704,488
Capital Outlay Expenditures	576,075
Transfers Out	<u>711,581</u>
Total General Fund Expenditures and Transfers Out	<u>\$ 16,027,459</u>

Section 2. This Ordinance shall be in full force and effect on and after January 1, 2025 after adoption and publication required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 5th DAY OF DECEMBER 2024.

Kellie Case, Mayor

ATTEST:

Suzanne Leclercq, City Clerk



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: December 5, 2024

SUBJECT: [Approval of Ordinance No. 1486, Series 2024, an Ordinance Appropriating Sums of Money to the Various funds Except the General Fund \(100\). \(A\)](#)
[\(Presenter, City Manager Vassalotti\)](#)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: 1. Ordinance 1486

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1486, SERIES 2024

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2025 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).

WHEREAS, the City Council has adopted the annual budget in accordance with the City Charter on December 5, 2024; and

WHEREAS, the City Council has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures in each fund as set forth in said budget or has made appropriations to expend a portion of fund balance for capital outlays, acquisitions, and improvements; and

WHEREAS, it is not only required by the City Charter, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the City.

NOW, THEREFORE THIS ORDINANCE:

THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO
ORDAINS;

That an Ordinance entitled “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2025 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).” be and the same is hereby adopted as follows:

Section 1. That the following sums are appropriated from the revenue or fund balance of each fund to each fund, for the purpose stated:

GRANTS FUND

Budgeted Revenues	
Safe Streets 4 All	\$ 82,500
American Rescue Plan (ARPA) grant	0
Use of Fund Balance	<u>411,148</u>
Total Sources	<u>\$ 493,648</u>

Safe Streets 4 All	\$ 82,500
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American Rescue Plan (ARPA)	411,148
Total Grant Fund Expenditures	<u>\$ 493,648</u>
<u>DOWNTOWN DEVELOPMENT AUTHORITY</u>	
Budgeted Revenues	\$ 928,419
Total Sources	<u>\$ 928,419</u>
Current Operating Expenditures	\$ 196,882
Debt Service Expenditures	<u>370,019</u>
Total Downtown Development Authority Fund Expenditures	<u>\$ 566,901</u>
<u>CULTURE AND RECREATION FUND</u>	
Budgeted Revenues	<u>\$ 1,549,981</u>
Current Operating Expenditures	
Parks and Recreation	\$ 441,726
Cultural Center	197,137
Aquatic Center	<u>911,117</u>
Total Culture and Recreation Fund Expenditures	<u>\$ 1,549,981</u>
<u>LODGING TAX FUND</u>	
Budgeted Revenues	\$ 309,938
Use of Fund Balance	<u>11,832</u>
Total Sources	<u>\$ 321,770</u>
Transfer to General Fund	\$ 321,770
Total Lodging Tax Fund Transfer Out	<u>\$ 321,770</u>
<u>CONSERVATION TRUST FUND</u>	
Budgeted Revenues	\$ 75,300
Use of Fund Balance	<u>0</u>
Total Sources	<u>\$ 75,300</u>
Transfer to General Fund	\$ 0
Transfer to Culture and Recreation Fund	<u>75,000</u>
Total Conservation Trust Fund Transfer Out	<u>\$ 75,000</u>
<u>STREET CAPITAL IMPROVEMENT FUND</u>	
Budgeted Revenues	\$ 3,155,100
Use of Fund Balance	<u>0</u>
Total Sources	<u>\$ 3,155,100</u>
Capital Outlay Expenditures	\$ 2,270,000
Transfers Out	<u>555,486</u>

Total Street Capital Improvement Fund Expenditures and Transfers Out	\$ 2,825,486
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STORMWATER MANAGEMENT FUND

Budgeted Revenues	\$ 185,000
Use of Fund Balance	<u>0</u>
Total Sources	<u>185,000</u>

Capital Outlay Expenditures	\$ 2,400
Transfer Out	<u>165,675</u>
Total Stormwater Management Fund Expenditures	<u>\$ 168,075</u>

WATER UTILITY ENTERPRISE FUND

Budgeted Revenues	\$ 2,938,901
Use of Funds Available	<u>4,612,761</u>
Total Sources	<u>\$ 7,551,662</u>

Current Operating Expenditures	\$ 2,476,662
Capital Outlay Expenditures	5,075,000

Total Water Utility Enterprise Fund Expenditures	<u>\$ 7,551,662</u>
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WASTEWATER UTILITY ENTERPRISE FUND

Budgeted Revenues	\$ 2,505,800
Use of Funds Available	<u>122,766</u>
Total Sources	<u>\$ 2,628,566</u>

Current Operating Expenditures	\$ 1,707,350
Capital Outlay Expenditures	470,000
Debt Service Expenditures	<u>451,216</u>

Total Wastewater Utility Enterprise Fund Expenditures	<u>\$ 2,628,566</u>
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Section 2. This Ordinance shall be in full force and effect on and after January 1, 2025 after adoption and publication required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC
HEARING THIS 5th DAY OF DECEMBER 2024.

Kellie Case, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 927, SERIES 2024

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR OF 2024, TO HELP DEFRAID THE COST OF GOVERNMENT FOR THE CITY OF WOODLAND PARK, COLORADO, FOR THE 2025 BUDGET YEAR.

WHEREAS, the City Council of the City of Woodland Park has determined the amount of general ad valorem taxes required for the budget year 2025; and,

WHEREAS, the mill levy total of 15.75 mills for the City of Woodland Park has remained unchanged since 2020; and,

WHEREAS, the 2024 Assessed Valuation for the City of Woodland Park as certified by the Teller County Assessor is \$165,848,816, and

WHEREAS, C.R.S. section 39-1-111.5, as amended by SB23-108, authorizes a local government to provide temporary tax relief in the form of a temporary property tax credit or a temporary mill levy rate reduction, provided that the certification includes the gross mill levy, the temporary property tax credit or temporary mill levy rate reduction expressed in mill levy equivalents, and the net mill levy and under C.R.S. section 39-1-111.5(4), the Assessor shall, concurrent with delivery of tax warrants to the Treasurer, itemize duly certified temporary property tax credits or temporary mill levy rate reductions in the manner set forth in C.R.S. section 39-1-111.5(2), and under C.R.S. section 39-1-111.5(5) the tax statements shall indicate by footnote which local government mill levies reflect a temporary property tax credit or temporary mill levy rate reduction for the purpose of effecting a refund; and

WHEREAS, the Woodland Park City Council wishes to provide such a temporary credit to taxpayers as a form of temporary tax relief

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, Colorado for the purpose of balancing the 2025 budget, and providing a reasonable closing fund balance for said fiscal year, levies the following taxes upon each dollar of the total valuation for assessment of all taxable property within the City of Woodland Park for the year 2024; that a temporary mill levy rate reduction is authorized; and that the individual mill levies are expressed in terms of the gross mill levy, the temporary mill levy rate reduction shown in mill levy equivalents, and the net mill levy as shown below, which includes a temporary credit of 2.00 mills for the General Purpose mill levy:

	2024 Tax Rate	2024 Temporary Credit	2024 Mill Levy Rate
General Property Tax	15.75	2.00	13.75
General Fund	2024 Assessed Valuation	Updated Mill Levy Rate	2024 Property Tax
	165,848,816.00	13.75	2,280,421.22
One Time Credit	165,848,816.00	2.00	331,697.63

The foregoing Resolution was adopted at a regular meeting of the City Council,
held in Woodland Park, Colorado on the 5th day of December, 2024.

Kellie Case, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

CERTIFICATION OF VALUATION BY TELLER COUNTY COUNTY ASSESSOR

Name of Jurisdiction: 33 - WOODLAND PARK

IN TELLER COUNTY COUNTY ON 8/23/2024

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 IN TELLER COUNTY COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$163,746,486
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$178,544,530
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$12,488,959
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$165,848,816
5. NEW CONSTRUCTION: **	\$1,885,160
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$15,809.08

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 IN TELLER COUNTY COUNTY, COLORADO ON AUGUST 25, 2024

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$1,936,294,165
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$27,778,121
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY:

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->

\$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2024

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: December 5, 2024

SUBJECT: Approval of Resolution No. 928, Series 2024, between the City of Woodland Park and the 4th Engineers Battalion re-establishing our Civil/Military Partnership. (A)
(Presenter Mayor Case)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: 1. Resolution 928, Series 2024 4th Engineering Battalion

CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 928
(Series of 2024)

**A RESOLUTION ESTABLISHING A PARTNERSHIP BETWEEN WOODLAND PARK
AND THE 4TH ENGINEER BATTALION (THE VANGUARD OF THE 4TH DIVISION)
OF THE UNITED STATES ARMY**

WHEREAS, Woodland Park, Colorado, a community dedicated to fostering growth, inclusivity, and the well-being of all its citizens, recognizes the importance of strengthening bonds with key institutions that contribute to the common good; and

WHEREAS, the 4th Engineer Battalion, a respected unit of our armed forces, serves with honor and distinction in defending the freedoms, values, and security of our nation; and

WHEREAS, it is recognized that partnerships between civilian communities and military organizations contribute significantly to mutual respect, understanding, and the sharing of resources, which can enhance both the local community and the military personnel who serve our country; and

WHEREAS, a formal partnership between Woodland Park and the 4th Engineer Battalion would provide opportunities to collaborate on various initiatives and projects that benefit both the residents of Woodland Park and the service members stationed at or associated with the 4th Engineer Battalion; and

WHEREAS, through this partnership, both parties will work together to:

- **Promote Mutual Support:** Enhance the quality of life for military personnel and their families while providing resources, services, and opportunities for integration into the civilian community.
- **Engage in Community Development:** Partner on projects that advance the infrastructure, safety, and economic prosperity of Woodland Park, leveraging the strengths and expertise of both the city and the military unit.
- **Support Education and Workforce Development:** Establish programs aimed at increasing access to education, job training, and career opportunities for military personnel, veterans, and their families within Woodland Park.
- **Foster Collaboration and Cultural Exchange:** Encourage shared community-building events, educational exchanges, and volunteerism to deepen mutual understanding between military and civilian populations.

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

- Section 1.** Partnership Establishment: The City Council hereby establishes a formal partnership with the 4th Engineer Battalion, 4th Division, United States Army, recognizing the mutual benefits of collaboration on initiatives that promote the well-being of both the military personnel and the citizens of Woodland Park.
- Section 2.** Partnership Objectives: The objectives of this partnership are to support programs and initiatives related to veterans' services, educational opportunities, job training, community outreach, and other collaborative efforts that strengthen both military and civilian communities.
- Section 3.** Coordination and Oversight: The City Council will designate a liaison officer to coordinate efforts between the City and the military unit, ensuring that both parties work together effectively and efficiently to implement partnership goals and initiatives.
- Section 4.** Funding and Resources: The partnership may be supported by grants, donations, or joint funding efforts. The City Council may allocate resources to ensure the success of the partnership in alignment with city priorities and available budgets.
- Section 5.** Duration of Partnership: This partnership will remain in effect unless terminated by mutual agreement of both the Woodland Park City Council and the 4th Engineer Battalion or upon a determination that the partnership no longer serves the best interests of both parties.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED BY THE CITY COUNCIL OF WOODLAND PARK, COLORADO ON THIS 5TH DAY OF DECEMBER, 2024.

City of Woodland Park

Kellie Case, Mayor

ATTEST:

City Clerk, Suzanne Leclercq