



City of Woodland Park
City Council Agenda
May 7, 2020
6:00 PM

Due to the COVID-19 Emergency, this meeting will be held electronically. For more info, contact the City Clerk's Office at 719.687.5295. Public input is very important to the City, use this [VIRTUAL MEETING](#) link to join the meeting at the appropriate start time. We strongly encourage anyone with questions or comments to provide such in writing in advance of the meeting. Comments may be submitted via mail, email, or phone call to the City Clerk's Office. City Clerk's Office sleclercq@city-woodlandpark.org.

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Presentation of Employee of the Quarter Award to Kelly Simpkins, Utilities Department
Presenter Kip Wiley, Public Works Director

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

All matters listed under Consent Calendar are considered routine business by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Calendar and considered separately.

- A. Approve Minutes from the April 16, 2020 Council Meeting. **(A)** PG. 3
Presenter: Suzanne Leclercq, Assistant City Manager/City Clerk

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

7. UNFINISHED BUSINESS.

- A. Consider Resolution No. 863 revising the City Council Policies and Procedures **(A)**
Presenter: Jason Meyers, City Attorney
- B. To approve professional services contract with Logan Simpson consulting firm for the 2020 Comprehensive Plan Update and Land Use Code Review for \$100,000. **(A)** PG 7
Presenter: Sally Riley, Planning Director

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A. Consider Ordinance No. 1378, Series 2020 appropriating the purchase of certain water shares on initial posting and set public hearing for May 21, 2020. **(A)** PG 43
Presenter: Kip Wiley, Public Works Director

9. PUBLIC HEARINGS

(Public comment may be heard)

- A. None

10. NEW BUSINESS

(Public comment may be heard)

- A. Approve Resolution No. 862, Series 2020 for the City purchase of water shares. **(A)**

Presenter: Kip Wiley, Public Works Director

11. REPORTS

(Public comment not necessary)

- A. Mayor's Report
- B. Council Reports
- C. City Attorney's Report
- D. City Manager's Report
 - 1. March Sales Tax Update

Presenter Emily Katsimpalis, Finance Director

PG 49

12. ADDED ITEM AGENDA

- A. None.

13. EXECUTIVE SESSION

Executive Session No. 1: *Executive Session for discussion of a legal matter under C.R.S. Section 24-6-402(4)(b) for a conference with the City Attorney for the purpose of receiving legal advice concerning a lawsuit.*

Executive Session No. 2 : *Executive Session for discussion of a personnel matter under C.R.S. Section 24-6- 402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: Check-In with the City Manager.*

14. ADJOURNMENT

****Per Ordinance No. 1363, Series 2020 posted on the City Website 04/30/2020**

Woodland Park City Council
Council Chambers – City Hall
Via Zoom
April 16, 2020 – 6:00 PM

If interested in viewing the corresponding video / discussion related to the subject below you can go to the City's YouTube page to view the video.

Due to COVID-19 this meeting was held virtually via zoom. All participants participated virtually.

1. ROLL CALL

- A. The following members of Council present via zoom were: Mayor Levy, Mayor Pro-Tem Carr, Kellie Case, Hilary LaBarre and Darwin Naccarato. Paul Saunier was not present and Councilmember Sawyer had resigned.

2. PLEDGE OF ALLEGIANCE

The following Staff Members were also in attendance for this meeting virtually via zoom:

City Manager Darrin Tangeman	Finance Director Emily Katsimpalis
Assistant City Manager/City Clerk Suzanne Leclercq	Planning Director Sally Riley
Public Works Director Kip Wiley	
Community Engagement Manager Karen Casey	

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS:

- A. Mayor Levy shared his outgoing remarks with the Council. Levy thanked the Council and City Staff and shared that being Mayor of Woodland Park was one of the greatest honors of his life. Councilmember Naccarato also shared his outgoing sentiments with the Council.
- B. City Clerk Suzanne Leclercq administered the Oath of Office of Mayor to Val Carr.
- C. City Clerk Leclercq administered the Oath of Office of Councilmembers to Rusty Neal, Jim Pfaff and Robert Zuluaga.
- D. Two nominations were received for the appointment of Mayor Pro-tem. The motion was to appoint Kellie Case or Hilary LaBarre for the position of Mayor Pro-tem. Motion was made by Mayor Carr and seconded by Councilmember LaBarre. A virtual vote was held via private chat to City Clerk Leclercq. Leclercq read the votes into the record. LaBarre received 5 votes and Case received 1 vote. LaBarre was appointed as Mayor Pro-tem.
- E. Appointments of Council to various Boards and Committees. The following Councilmembers were appointed to the following committees:

PPACG – Val Carr primary, Hilary LaBarre alternate

KWPB – Rusty Neal

UAC – Hilary LaBarre

Main Street – Robert Zuluaga

CML Policy Committee – Hilary LaBarre primary, Jim Pfaff alternate

PRAB – Kellie Case

SIF – Kellie Case

HPC – Val Carr

DDA – Robert Zuluaga

MOTION: A motion was made to appoint the above named individuals to the various boards and committees as listed above. Pfaff/Zuluaga. 6-0. Motion carried.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA:

A. None

5. CONSENT CALENDAR:

A. Approve minutes from the April 8, 2020 Special Council Meeting.

B. Approve March 2020 Statement of Expenditures.

City Clerk Leclercq presented the consent calendar.

MOTION: To approve Consent Calendar as presented: Zuluaga/Case. Motion carried 6-0.

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA:

City Clerk Leclercq read the following e-mail into the record from Tanner Coy: "Is it possible to notify the new Council during tonight's meeting that the DDA is likely to approve a resolution supporting reinstatement of the sales tax vendor fee and elimination of the business license fee at our next meeting. Recognizing the DDA has no authority whatsoever regarding these items, this resolution will simply state the Board's position and ask the City Council to consider the items at a future meeting if/when they choose."

Ann Esch via zoom congratulated the Council on their elections and wanted to say thank you to the Police Department for everything they are doing during this pandemic.

7. UNFINISHED BUSINESS:

A. None

8. ORDINANCES ON INITIAL POSTING:

A. None

9. PUBLIC HEARINGS:

A. Approve Peak View BBQ & Taproom, Inc. for a Hotel and Restaurant Liquor license located at 1139 East US Highway 24. **(QJ)**

Mayor Carr read the QJ announcement into the record.

City Clerk Leclercq presented this liquor license. Leclercq reminded Council that this location is the old Burger King location in the Safeway Shopping Center. Leclercq reviewed that the applicant has a current sales tax and FEIN. The location is eligible to be licensed and that the owner YI MEI ZHOU has a lease through May 2024. The application was submitted on July 16, 2019, the property was posted on April 1, 2020 and that the character of the applicant is not an issue. All applicable fees have been paid and that the Clerk's office received the appropriate petition in support of granting this liquor license. Leclercq introduced Ms. Zhou who appeared via zoom. Ms. Zhou stated she was excited to open her new restaurant and thanked the City Council.

There was no Council discussion.

Mayor Carr opened up the Public Comment portion of the Public Hearing and there was no Public Comment. Public Hearing was closed and a motion to approve was made.

MOTION: Approve Peak View BBQ & Taproom, Inc. for a Hotel and Restaurant Liquor license located at 1139 East US Highway 24 for a Hotel and Restaurant Liquor license located at 1139 East US Highway 24. Case/Pfaff. Motion carried 6-0.

10. NEW BUSINESS:

- A.** To consider Resolution No. 861 providing policy and procedure for remote participation in public meetings for boards, committees and commissions under the jurisdiction of the City of Woodland Park. **(A)**

City Attorney Meyers reviewed Resolution No. 861 with the Council. There was no Council comment or Public Comment.

MOTION: To consider Resolution No. 861 providing policy and procedure for remote participation in public meetings for boards, committees and commissions under the jurisdiction of the City of Woodland Park. Neal/Zuluaga. Motion carried 6-0.

11. REPORTS:

(Public comment not necessary)

- A.** Mayor's Report.

Mayor Carr thanked the voters for their support of confidence in him. Carr read the following statement from former Councilmember Paul Saunier into the record:

I would first like to congratulate the Mayor and new Councilmembers for your successful campaign. I would like to thank the people of Woodland Park for the opportunity to have served this community for the past 4 years. It has been an honor and a privilege to have done so.

My prayer is that this new council and mayor will have much success in bringing this community together and have a citizen first agenda.

God Bless,

Paul Saunier

Mayor Carr shared the thank you notes that have been received from various non-profits regarding the CIF allocations received for the 2020 year.

Mayor Carr reminded Council that there would be a wok session on April 23 at 5 PM to discuss the Comp Plan, Policies and Procedures and COVID – 19 budget impacts.

- B.** Council Reports:

Councilmember Neal thanked the approximately 1400 voters that voted for them and made a promise that he would always treat the staff and council with courtesy at all times.

Councilmember Pfaff thanked the citizens for his election and shared that he felt this was a positive push forward, he was looking forward to looking at expanding businesses and working closely with the County. Pfaff also shared that he was pleased to be working with Mayor Carr.

Councilmember Case wanted to acknowledge the Council from the past two years and shared that she felt they accomplished many things during their tenure. Case shared she was very proud of the reserves and the debt reduction that the Council worked on diligently.

Councilmember Zuluaga congratulated Mayor Carr and thanked his Lord and Savior. Zuluaga stated that he looked forward to carrying on the many traditions and principles of those who have died. Zuluaga also gave thanks to former Councilmember Saunier who inspired him to run.

Mayor Carr thanked Councilmembers Saunier and Sawyer.

C. City Attorney Report:

City Attorney Meyers shared his congratulations to the newly elected Councilmembers.

D. City Managers Report:

City Manager Tangeman shared his congratulation to all. He thanked former Councilmember Sawyer for his vision for the community, thanked Saunier for his humor and Naccarato for his intellect. Tangeman also thanked former Mayor Levy for his compassion and his love of the community.

City Clerk Leclercq congratulated all of the newly elected Councilmembers and shared that she looked forward to serving them.

Leclercq shared that she certified the election results today after receiving 18 additional UACOVA ballots and cured signature verifications.

Finance Director Katsimpalis shared that as a result of the Charter Amendment passing that the date for the audit to be due now follows state statute which is June 30. Katsimpalis stated that she would be bringing the draft audit to the Council on May 7.

12. EXECUTIVE SESSION:

A. None

13. COMMENTS ON WRITTEN CORRESPONDENCE:

A. None.

14. ADJOURNMENT: The meeting adjourned at 7:38 PM.

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2020

Val Carr, Mayor

CITY OF WOODLAND PARK

Comprehensive Plan and Code Review Consulting Contract

with

Logan Simpson

THIS CONTRACT ("Contract") for **Consulting Services** is entered into effective as of this ~~16th~~ day of ~~April~~ May, 2020, by and between the City of Woodland Park, a Colorado home rule city (the "City"), and Logan Simpson, LLC (the "Consultant").

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 service, as described in Exhibit A Scope of Work" attached hereto and in accordance with the Contract Documents (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 Denver metropolitan area.

2. **CONTRACT DOCUMENTS.** The "Contract Documents" shall collectively include Contract signed by City and Consultant and any change orders issued by the City and all exhibits attached hereto and incorporated herein.

3. **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 the Contract Documents, in an aggregate amount not to exceed **\$100,000**, based upon the rate schedule, key personnel schedule and task breakdown schedules set forth in Exhibit B. 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 Planning Director. In the event that funds are not appropriated to compensate Consultant, this agreement shall terminate and Consultant shall be entitled to payment for all work completed prior to termination but shall not be required to undertake any work for which an appropriation has not been made.

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, specified in Section 1 of this Contract. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the Planning Director. 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, P.O. Box 9007, Woodland Park, CO 80866, ATTN: PLANNING 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.

2. Invoice Documentation. With each invoice, the Consultant shall submit a brief 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 subcontractors 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.

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 in by June 1, 2021, 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 in Section 11.

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 subconsultants 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 planning practices, it has inspected and familiarized themselves with the community and surrounding areas 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. Pursuant to §§8-17.5-101, *et seq.*, C.R.S., definitions in which are hereby incorporated:

1. Consultant certifies that, at the time of executing the Contract, Consultant does not knowingly employ or contract with an illegal alien and that the Consultant has participated or attempted to participate in the Basic Pilot Program in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

2. Consultant shall not:

a. Knowingly employ or contract with an illegal alien to perform work under the Contract; or

b. Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

3. Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and, if Consultant is not accepted into the Basic Pilot Program prior to entering into the Contract, that Consultant shall apply to participate in the Basic Pilot Program every three months until the Consultant is accepted or the Contract has been completed, whichever is earlier. This provision shall not be required or effective if the Basic Pilot Program is discontinued.

4. Consultant is prohibited from using the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.

5. If Consultant obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, Consultant is required to:

a. Notify subcontractor and City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required in 6.E.5.a above the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Consultant is required to comply with any reasonable request the Department of Labor and Employment makes in the course of an investigation that the Department of Labor and Employment is undertaking.

7. If Consultant violates any provision pursuant to §§8-17.5-101, *et seq.*, C.R.S., City may terminate the Contract for a breach of the Contract and Consultant shall be liable for actual and consequential damages to City.

F. This Contract constitutes the legal, valid and binding obligation of the Consultant enforceable in accordance with its terms.

7. **INDEMNIFICATION.** 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 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 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.

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 in accordance with the professional standard of care for similar consultants performing similar work in the Denver area and that all work shall meet all of the requirements of this Contract. Work not conforming to the Project Warranties, including substitutions not properly approved and authorized, shall be considered defective. Consultant shall furnish satisfactory evidence as to the kind and quality of products, deliverables, materials and equipment.

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 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.

11. TERMINATION.

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 11(A)(1).

- 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 required by Section 9.

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 contractor'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 Paragraph B of this Section 12. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) 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 sixty (60) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Section 12.

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 contractors' coverage;
- g. Explosion, collapse and underground;
- h. Contractors' 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 contractor 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 subcontractors 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.

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) 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 12. 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, 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.

14. MISCELLANEOUS PROVISIONS.

A. INDEPENDENT CONTRACTOR. CONSULTANT IS AN INDEPENDENT CONTRACTOR 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:

Sally Riley, Planning Director
City of Woodland Park
P.O. Box 9007
Woodland Park, CO 80866

Consultant:

Bruce Meighen, Principal Planner
Logan Simpson
213 Linden Street, Suite 300
Fort Collins, CO 80524

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

D. Headings. The headings and captions in this Contract are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Contract.

E. 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.

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

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

H. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

I. 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.

J. 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.

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

L. 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.

[Remainder of page intentionally left blank.]

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: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

CONSULTANT


By: Bruce Meighen
Its: Principal

ATTEST:

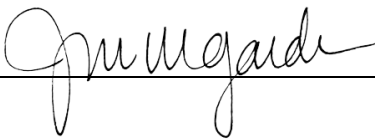


EXHIBIT A. SCOPE OF SERVICES

The following section details a work plan for accomplishing the project goals and deliverables, including descriptions of the tasks to be performed and a summary of the deliverables to be provided to the City.

PHASE 1 COMPREHENSIVE PLAN

Task 1. Initial Meeting and Ongoing Project Management (May 2020-January 2021)

A kickoff meeting with City Staff, and Logan Simpson will be held via video conference call to: review the project schedule; discuss communication protocols; review flexibility in the contract; reiterate a range of outreach techniques; identify key issues; discuss project milestone; begin data acquisition, and prepare a list of individuals; agencies and community groups to contact for stakeholder interviews. Ongoing project management activities will include weekly to bi-weekly phone calls, which will be scheduled at this kickoff meeting to ensure that the project scope, schedule, deliverable quality, and budget are effectively managed and meet expectations throughout the entire process. Additionally, Logan Simpson will submit monthly progress reports to City Staff in memo format to ensure deliverables are on track with the proposed schedule. Also, an outline (if applicable), a draft, and a final product will be approved by City Staff to ensure compliance with the contract. Logan Simpson will work with the City to develop a color palette and general theme building off current efforts that will result in new branding elements for all documents throughout the life of the Plan.

Deliverables:

- Video Conference Call, Facilitation, Agenda
- Detailed Project Schedule
- List of Project Goals and Issues
- Weekly Calls with Staff
- Monthly Project Updates
- Weekly Meeting Notes

Task 2. Review Existing Plans (May-June)

It is critical to understand how the City's current policy guidance needs to be improved or added to ensure a vision that both meets the community's expectations and addresses resiliency and adaptability to changing trends and needs. Our team will review relevant existing plans, policies, guiding documents, and programs (including those documents listed in the RFP) as well as compile a digital plan audit for review by City Staff and the Subcommittees. The Plan audit will allow the City to take a hard look at existing goals and policies to determine those that should remain, those that should be tuned up, and those that are no longer relevant. This task will coincide with Task 11, Review of Codes.

Deliverables:

- Digital Plan Audit
- Plan Audit Summary

Task 3. Data Collection and Existing Conditions Analysis (May-July):

Data will be collected via City and County GIS, US Census, internet resources such as Headwater Economics, On the Map and Data USA, and, more importantly, individual stakeholders in the community. This data serves to begin the process of developing existing conditions analyses as well as base maps for identifying unique opportunities that will inform opportunities as well as the future land use map down the road. At this time special attention will be paid to including content on water availability limitations, buildout, affordable housing needs, the Highway 24 bypass, neighborhoods, senior age-friendly community design provisions and services, the “Ring the Park” trail system, the 3-mile plan, identification of hazards, and regional coordination with Teller County among others.

We will create a series of existing conditions and trends – snapshots – that will provide an overview of baseline conditions, and define how those conditions and projections influence the development of policies, actions, and focus areas for the comprehensive plan. These snapshots will aid the City and the Subcommittees in updating Woodland Park’s vision by identifying significant trends and opportunities while developing a strategic, forward-thinking plan. The existing conditions snapshots will be a standalone document that will later be incorporated into the final plan. Illustrating these trends within the snapshots and the need for potential new strategies and direction will be essential to increase public understanding and awareness during the Comprehensive Plan process.

As discussed in Task 4, our team will conduct the equivalent of three (3) full days of one-on-one video conference interviews with stakeholders or small groups that have an interest in the plan update, including newly elected City Council members. Interviewees will be identified based on recommendations from City staff discussed during Task 1. Interviewees should include elected officials; Planning Commissioners and other board members; residents; business groups and large employers; developers, builders, and realtors; infrastructure providers (e.g., water/ sewer districts; emergency services); under-represented groups (e.g., seniors, youth and minority populations); and conservation/ wildlife groups and agencies. The purpose of these sessions will be to gather feedback on issues and opportunities, generate initial visioning ideas, and stimulate community interest.

Deliverables:

- Existing conditions “snapshots.”
- Digital Basemap in ArcGIS and pdf format
- Stakeholder meetings via phone or video conference, facilitation, agenda, summary

Task 4. Community Engagement Plan and Website Development (May-June):

After the timeline and engagement goals are established (during the staff kickoff meeting), a detailed community engagement plan will be developed to identify engagement groups, outreach opportunities, target outreach dates, and discussion goals. The engagement plan will include the structure and formation of the steering committee and subcommittees.

Logan Simpson will provide a flexible program that will ensure outreach can be conducted using digital, in-person, or both methods during these times. At this time, a project website will be developed to house project updates, a document library page, and provide a place for community feedback. The website will remain in effect for the duration of the project, and online questionnaires targeted at understanding the community’s vision, opportunities, and code-related issues will be posted at

strategic points in the process. Logan Simpson will host and maintain the website separate from the City's website that will be undergoing a significant overhaul. A link to the project website will be housed on the City's website during and after site construction.

Some of the tools proposed for use during community engagement include digital town halls and webinars; social media posts linked to quick polls, text polls, and online questionnaires; banners around town; flyers in utility bills; online activities for school children of all ages (most likely for fall semester); photo contests; meeting in a box; and design your city contest. Once group gathering restrictions are lifted, later in the project, Logan Simpson will assist staff in hosting public open houses or small pop up forums around town to gather feedback on issues critical to the success of the plan. Typically we host some form of outreach at each of the three critical phases of the project: kickoff, opportunities development, and draft plan review. We will look to the sub-committees as project liaisons or identify public "co-creators" to further the distribution of feedback.

No matter what method we use, all input will be tracked (by location, visitor/resident/2nd homeowner/business owner, age, and income) in a centralized database. This database will allow our team to identify missing or underrepresented groups. Comments in the database can be cross-checked against the final recommendations or cross-tabulated by a group.

Deliverables:

- Community Engagement Plan
- Three Phases of Outreach (include digital and/or hands-on techniques)
- Comment Database and Associated Map
- Subcommittee Roster and Structure

Task 5. Community Kickoff Meeting (July):

This event (or series of events) can coincide with an existing city event or be a standalone City celebration. Alternatively, we could use a series of digital outreach techniques describe in Task 4. The kickoff event will be geared towards informing the community of the overall process and identifying what people love about Woodland Park as well as opportunities for improvement. The thoughts and ideas shared through this event will directly inform the underlying vision of the plan. An online questionnaire will follow the event to ensure those not able to attend in person can provide input. The event will be advertised at different venues to attract a diversity of attendees. Pre-determined one-on-one stakeholder interviews (detailed in Task 3) would occur within the same timeframe as the kickoff event to dive deeper into the issues and opportunities of the community as well as ask targeted code-related questions.

Should these events need to occur in a virtual arena, we would employ digital opportunities for engagement such as virtual town halls, and a more robust online questionnaire process in addition to some of the tools mentioned in Task 4 above). The format for this event series will be discussed at the kickoff meeting in more detail.

Deliverables:

- Event plans including locations, responsible parties, required meeting materials
- Attendance at or facilitation of event, all required materials, and event summary

Task 6. Subcommittee Meetings (July-October):

The City of Woodland Park will engage with Subcommittees for each of the plan elements. Subcommittees will be utilized to draft the majority of the plan edit recommendations with guidance and resources from our team. Four meetings will be held between the consultant team and Subcommittees with an initial kickoff meeting in June following the Community Kickoff Event. Three additional presentations will be given by the Subcommittees to our team throughout the process, which will be geared toward updating the vision and policies of each plan element. At the initial meeting, existing conditions, community feedback, technical expert recommendations, and plan audit materials will be provided to the subcommittees along with draft updates for review and edits. Additionally, the digital plan audit will be given to the subcommittees as part of Task 2. These materials can serve as an introduction to the plan for the subcommittees prior to the first full meeting in June.

Deliverables:

- Kickoff meeting with subcommittees (in person or video conference call), facilitation, agenda, meeting summary, subcommittee deliverable structures, and background material packets
- Three (3) subcommittee presentations to the consultant team and staff

Task 7. Mapping our Opportunities (July-September):

Utilizing data gathered from the existing conditions, discussion during public input, and feedback from the Subcommittees, we will determine present and future community facility, transportation, and utility needs; and identify any changes to our land uses within the project area to update the Comprehensive Plan Map as well as other opportunities. This map will be prepared in GIS for easy translation back to the City at project completion. The City might consider adding maps for density and water use to understand better where increased density could occur with limited impact to water use and infrastructure. These additional maps would require access to existing City GIS and parcel data.

Deliverables:

- Preliminary Future Land Use Map in GIS format
- Opportunities Maps
- Final Future Land Use Map in GIS format

Task 8. Draft Comprehensive Plan (October):

We will enhance goals and objectives developed by the Subcommittees and develop implementation actions to enhance the Comprehensive Plan text and ensure it aligns with new values. Updated policies will consider additional concepts for addressing economic development, housing needs, hazards, and resiliency identified in Task 3. The draft plan will meet state statutes. Per State statutes, a recreation and tourism element will be added to the plan.

Deliverables:

- Draft Comprehensive Plan (Word)
- Updated Goals, Policies, and Implementation Actions

Task 9. Review Draft (October-November):

Staff and the Subcommittees will review the draft goals, policies, and implementation actions proposed by our team in conjunction with the preliminary future land use map recommendations. Comments will be compiled into one document and delivered to our team for incorporation into the final Comprehensive Plan Update document.

Deliverables:

- Mockup for a Plan Layout
- Key Graphics Enhancements (e.g., photos, diagrams, etc..)
- Final Comprehensive Plan update document (Formatted In-Design)

Task 10. Executive Summary (November-December):

A highly graphic digital executive summary will be prepared for posting on the City's website to summarize the key goals and objectives of the Comprehensive Plan that the City can utilize in communicating with the public and elected officials through adoption. The adoption of the plan will be the responsibility of the City Staff.

Deliverables:

- Digital Executive Summary

PHASE 2 CODE REVIEW

Task 11. Detailed Code Understanding (August-September):

An essential step in the code update process is to understand the existing code structure - how it works, what's inside, what's working and what's not. A review of the current code will take place concurrently with Task 2 detailed above, allowing us to integrate the updated policies seamlessly. This task will include not only the existing code, but planning documents, recent development approvals, variances, and other pertinent documents as well as relevant case law to ensure that our recommendations are consistent with State statutes. As part of early stakeholder interviews/small group meetings identified in Phase 1, feedback will be gathered on the current development review process and existing standards from the perspective of those who are developing, building, and operating businesses in the community - primarily those who are most familiar with the development application process. The information will be compiled in a spreadsheet outlining existing code sections with notes regarding our initial assessment of relevance based on best practices and public input. This outreach will be included in the comment database associated with Task 4.

Deliverables:

- Preliminary Document Review spreadsheet
- Updated Public Comment Database

Task 12. Meeting with City Attorney and Staff (August):

To fully understand the issues with the existing code, a video conference meeting will be held with the City Attorney and staff. Our team will ask questions targeted at understanding how application processes are working, whether there needs to be an update to the zone districts (this will further be informed by the future land use map); and a discussion of design standards. The summary of issues resulting from these meetings will be combined with information compiled in Task 11 to result in a code assessment report which will serve as a road map for developing the specific recommendations for updating the code.

Deliverables:

- Code Assessment Report (Draft and Final)

Task 13. Work Session with PC and CC (September):

The code assessment will be presented to the Planning Commission and City Council in a work session to vet the concepts. Following consensus, our team will prepare the final recommendations in a memo form and delivered to City Staff, who will make the necessary code language updates. The recommendations will include issues covered in the code assessment report as well as specific regulations to implement the updated goals and policies of the Comprehensive Plan.

Deliverables:

- Final recommendations to staff

Task 14. Draft Code Amendments in Ordinance Form (October-January):

Given that this process is not intended to result in a full code overhaul, our team will assist staff in preparing an ordinance for the adoption of the code update and provide feedback and proposed edits to the staff drafted code language.

Deliverables:

- Final Ordinance Assistance

Task 15. Adoption (December-January):

The City Attorney will bring forward the code ordinance. This process will run concurrently with the staff led Comprehensive Plan Adoption process.

PROPOSED SCHEDULE

TASK	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
<i>Phase 1: Comprehensive Plan</i>									
Task 1 Initial Meeting									
Task 2 Review Existing Plans									
Task 3 Data Collection and Existing Conditions Analysis Data									
Task 4 Community Engagement Plan and Website Development									
Task 5 Community Kickoff Meeting									
Task 6 Subcommittee Meetings									
Task 7 Mapping									
Task 8 Draft Comprehensive Plan									
Task 9 Review									
Task 10 Create Executive Summary									
<i>Phase 2: Land Use Code Review and Recommendations</i>									
Task 11 Detailed Code Understanding									
Task 12 Meeting w/City Attorney and Staff									
Task 13 Worksession w/PC and CC									
Task 14 Draft Code Amendments in Ordinance Form									
Task 15 City Attorney Bring Forward Revisions in January/February 2021 – This will run Concurrent with Comprehensive Plan Adoption led by Town Staff									

EXHIBIT B - BUDGET

	HOURS	LABOR	EXP	TOTAL
<i>Phase 1: Comprehensive Plan</i>				
Project Management	104	\$10,662	\$360	\$11,022
Task 1 Initial Meeting	52	\$5,116	\$175	\$5,291
Task 2 Review Existing Plans	58	\$5,288	\$0	\$5,288
Task 3 Data Collection and Existing Conditions Analysis Data	80	\$7,056	\$0	\$7,056
Task 4 Community Engagement Plan and Website Development	84	\$7,912	\$0	\$7,912
Task 5 Community Kickoff Meeting	58	\$5,030	\$175	\$5,205
Task 6 Subcommittee Meetings	88	\$8,504	\$700	\$9,204
Task 7 Mapping	64	\$5,592	\$0	\$5,592
Task 8 Draft Comprehensive Plan	100	\$8,850	\$0	\$8,850
Task 9 Review	40	\$3,900	\$350	\$4,250
Task 10 Create Executive Summary	60	\$5,230	\$100	\$5,330
<i>Comprehensive Plan Subtotal</i>	<i>788</i>	<i>\$73,140</i>	<i>\$1,860</i>	<i>\$75,000</i>
<i>Phase 2: Land Use Code Review and Recommendations</i>				
Task 11 Detailed Code Understanding	56	\$5,304	\$0	\$5,304
Task 12 Meeting w/City Attorney and Staff	26	\$2,472	\$175	\$2,647
Task 13 Worksession w/PC and CC	44	\$4,208	\$145	\$4,353
Task 14 Draft Code Amendments in Ordinance Form	142	\$12,696	\$0	\$12,696
<i>Land Use Code Review Subtotal</i>	<i>268</i>	<i>\$24,680</i>	<i>\$320</i>	<i>\$25,000</i>
COMBINED PROJECT GRAND TOTAL	1,056	\$97,820	\$2,180	\$100,000



COLORADO
Department of Local Affairs
Division of Local Government

February 24, 2020

The Honorable Neil Levy, Mayor
City of Woodland Park
P.O. Box 9007
Woodland Park, CO 80866

RE: EIAF 9192 - Woodland Park 2020 Comprehensive Plan and Land Use Code Review

Dear Mayor Levy:

The Department of Local Affairs is in receipt of your application for state Energy and Mineral Impact Assistance funds. These revenues are derived from oil, gas, carbon dioxide, coal, and metals extracted in Colorado.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity, and readiness to go. Competition for these limited funds was intense and we had many more requests than we had funds available.

Congratulations! After thorough review, I am excited to offer a grant award in the amount of \$50,000 for the Woodland Park 2020 Comprehensive Plan and Land Use Code Review. As you know, the affordability of housing in Colorado has reached a critical point and many communities are working to increase their supply. We are encouraging communities engaging in community planning to incorporate best practices as they address their affordable housing needs. Our staff stand ready to assist you in this work, so please start by contacting your Regional Manager.

These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact your DOLA Regional Manager, Clay Brown, at 303-273-1787 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. Per our program guidelines, this offer is valid for one year from the date of this letter.

I wish you success with your project. Thank you for helping Colorado build an economy where all Coloradans can thrive.

Sincerely,

Rick M. Garcia
Executive Director

cc: Dennis Hisey, State Senator
Mark Baisley, State Representative
Sally Riley, Planning Director
Clay Brown, DOLA

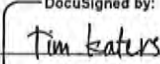
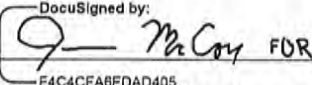
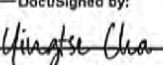


EIAF
CTGG1 NLAA 2020*2921

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	Encumbrance Number F20S9192	CMS Number 160305
Grantee City of Woodland Park	Grant Award Amount \$50,000.00	Retainage Amount \$2,500.00
Project Number and Name EIAF 9192 - Woodland Park 2020 Comprehensive Plan and Land Use Code Review	Performance Start Date The later of the Effective Date or March 30, 2020	Grant Expiration Date March 31, 2021
Project Description The Project consists of updating the Woodland Park Comprehensive Plan and developing a set of revisions to the Municipal Land Use Code.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Clay Brown, (303) 273-1787, (clay.brown@state.co.us)</u>	Funding Account Codes	
DOLA Regional Assistant <u>Denise Lindom, (303) 273-1712, (denise.lindom@state.co.us)</u>	VCUST# 14354	Address Code CN002 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER DocuSigned by:  1D0B4F9ADC0A49C... By: Tim Katers, EIAF Program Manager Date: 3/31/2020 11:39 AM MDT	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director DocuSigned by:  F4C4CFA8FDAD405... By: Rick M. Garcia, Executive Director Date: 3/31/2020 11:58 AM MDT
In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the "Effective Date"). STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  9C3D102D59B2427... By: Yingtse Cha, Controller Delegate Department of Local Affairs Effective Date: 3/31/2020 1:54 PM MDT	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been

EIAF 9192 - Woodland Park 2020 Comprehensive Plan and Land Use Code Review

accomplished from and with appropriate agencies. This Grant Award Letter is funded, in whole or in part, with State funds.

B. *Reserved.*

4. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. **"Exhibits"** means the following exhibits attached to this Grant Award Letter:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

E. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. **"Grant Award Letter"** or **"Grant"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Expiration Date"** means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. **"Grant Funds"** or **"Grant Award Amount"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

L. **"Incident"** means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. **"Initial Term"** means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. *Reserved.*

O. **"Other Funds"** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

P. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.

EIAF 9192 - Woodland Park 2020 Comprehensive Plan and Land Use Code Review

- Q.** “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R.** *Reserved.*
- S.** *Reserved.*
- T.** *Reserved.*
- U.** “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V.** “**Project Budget**” means the amounts detailed in §6.2 of **Exhibit B**.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD.** *Reserved.*
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF.** *Reserved.*
- GG.** *Reserved.*
- HH.** *Reserved.*
- II.** “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

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5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

- i.** The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.
- ii.** The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii.** Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

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D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Budget in **Exhibit B**.

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in §7.E.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

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11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C.

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Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i.** Any executed Option Letter
- ii.** The provisions of this Grant Award Letter.
- iii.** The provisions of any exhibits to this Grant Award Letter.

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G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. *Reserved.*

L. Digital Signatures

If any signatory signs this Grant using a digital signature in accordance with the Colorado State Controller Contract, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant by reference.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

- 1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

- 2.1. Project Description.** The Project consists of updating the Woodland Park Comprehensive Plan and developing a set of revisions to the Municipal Land Use Code.

- 2.2. Work Description.** The City of Woodland Park (Grantee) will hire a qualified firm to assist updating their Comprehensive Plan and recommending revisions to their Municipal Land Use Code. The Work updates the Plan's Trends and Issues Summary, Policy Framework, Plan Framework, Future Land Use Map, Implementation Plan, and provides Capital Improvement recommendations. The Work involves an inclusive public participation process, including engagement of neighboring jurisdictions, major service providers and special districts which are impacted by growth and development. The Work includes: 1) an updated "three-mile plan" for municipalities per Colorado statutes (per C.R.S. 31-12-105(e)(I)); 2) identification of hazard risks and resiliency strategies and/or actions on how to address these hazards integrated throughout the Plan; 3) assessment of and recommendations how to address housing needs and affordability; 4) a recreation and tourism element, as required by Colorado statutes (C.R.S. 31-23-206(5)); and 5) identification of recommendations for land use code updates to implement the Plan. The updated Plan will address community sustainability by creating policy and actions that will address the balance between a strong economy, a livable and healthy society, and a beautiful and healthy natural environment. Grantee will own the Plan, Land Use Code recommendations and related documents.

- 2.2.1.** A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

- 2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

- 2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

- 2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

- 2.5. Eligible Expenses.** Eligible expenses shall include: consultant fees, RFP/bid advertisements, and attorney's fees.

3. DEFINITIONS

3.1. Project Budget Lines.

- 3.1.1.** "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.
- 3.2.** "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

- 4.1. Outcome.** The final outcome of this Grant is completed review of the Woodland Park Comprehensive Plan and Land Use Code, resulting in an updated Comprehensive Plan and a set of recommended revisions to the Municipal Land Use Code.
- 4.2. Service Area.** The performance of the Work described within this Grant shall be located in Woodland Park, Colorado.
- 4.3. Performance Measures.** Grantee shall comply with the following performance measures:

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Milestone/Performance Measure/Grantee will:	By:
Put Project out to bid.	Within 60 days after the Effective Date of this Grant Award Letter.
Award and finalize subcontract(s).	Within 30 days after bid closing.
Submit the final Plan to the DOLA Regional Manager.	Within 30 days prior to the Grant Expiration Date.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	June 29, 2021

4.4. Budget Line Adjustments.

- 4.4.1. Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).
- 4.4.2. Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

- 4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2nd (Apr-Jun)	2020	July 30, 2020	Yes	Yes
3rd (Jul-Sep)	2020	October 30, 2020	Yes	Yes
4th (Oct-Dec)	2020	January 30, 2021	Yes	Yes
1st (Jan-Mar)	2021	April 30, 2021	Yes	Yes

- 4.6. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

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5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Sally Riley, Planning Director, (sriley@city-woodlandpark.org)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. NONE. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: **Clay Brown, (303) 273-1787, (clay.brown@state.co.us)**

5.5. DLG Regional Assistant: **Denise Lindom, (303) 273-1712, (denise.lindom@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide at least 50% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Award Letter and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$100,000	\$50,000	\$50,000	Grantee
	Total	\$100,000	\$50,000	\$50,000	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$47,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$2,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$50,000	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

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- 8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.
- 8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this **Exhibit B**.
- 8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.
- 8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.
- 8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.
- 8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.
- 8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- 8.3.4. Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.
- 9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:
- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.



City of Woodland Park Staff Report for City Council

Meeting Date: May 7, 2020

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
8A & 10A	Public Works/Utilities Office	Kip Wiley Public Works director

ITEM:

Ordinance 1378 approval of certain water shares and Resolution 862, a contract to purchase certain water shares.

BACKGROUND:

Ordinance 1378 and Resolution 862 authorizes the Mayor and City Clerk to enter into a contract for the City's purchase of 1.0 shares of stock in the Twin Lakes Reservoir and Canal Company from David and Susan Jordan. The Twin Lakes shares are extremely vital to our water customers. Twin Lakes Reservoir shares produce transbasin water as well as providing water storage in Twin Lakes Reservoir. The water that is produced from the shares is fully consumable water and the City uses this water to replace the consumable portion of our local water therefore making it legal to pump water from our local water sources.

The Jordan's have accepted our offer for the 1.0 Twin Lakes share. This will be a onetime cash payment. The City did not use a water broker for this purchase and therefore was able to save some money. This contract is structured so that the City will pay for and take delivery of the water this year. The purchase will be funded with water capital funds from the Water Utility Enterprise. However, because we cannot predict when reservoir shares might become available this expense was not included in the 2020 budget. The fund balance for the Water Enterprise is healthy and we are in a great position to take this opportunity to help secure our water future.

STAFF RECOMMENDATION:

Approve Ordinance 1378 on initial posting and Resolution 862 after the public hearing, authorizing the Mayor and City Clerk to execute and attest the Water Purchase Contract with David and Susan Jordan for 1.0 Twin Lakes Reservoir share.

CITY OF WOODLAND PARK
ORDINANCE NO. 1378, SERIES 2020

AN ORDINANCE APPROVING THE PURCHASE OF CERTAIN WATER SHARES.

WHEREAS, pursuant to Charter Section 12.3, the City is empowered to buy water rights; and

WHEREAS, pursuant to Resolution No. 854, Series 2020, the City Council authorized entering into contracts for the purchase of certain water shares, which water shares are more specifically described in Exhibit A attached hereto and incorporated by this reference (the "Shares"), subject to the terms and conditions contained in said contracts and subject to the provisions of the Woodland Park Municipal Charter, Section 15.2, requiring an ordinance be adopted for the purchase of real property; and

WHEREAS, the City has conducted the necessary due diligence under the terms of the contracts; and

WHEREAS, the sellers of the Shares have agreed to sell the Shares to the City of Woodland Park; and

WHEREAS, pursuant to Charter Section 15.2, the City Council by ordinance may purchase interests in real property, and the Shares constitute real property.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO ORDAINS as follows;

Section 1. The City Council hereby approves the purchase of the Shares and authorizes and directs the City Manager or the Public Works Director to effect the closing on the purchase of the Shares and authorize them to execute the documents necessary to effect the closing.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING, FOLLOWING PUBLIC HEARING, THIS _____ DAY OF _____, 2020.

Val Carr, Mayor

ATTEST:

Suzanne Leclercq

EXHIBIT A
The Water Shares

David and Susan Jordan
10762 County Road C.5
Olney Springs Co 81062

1.0 Shares

CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 862
SERIES 2020

A RESOLUTION AUTHORIZING THE PURCHASE OF WATER SHARES FROM CERTAIN SELLERS, AND APPROPRIATING CASH FROM THE ENTERPRISE FUNDS FOR SAID PURCHASE, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THE CONTRACTS WITH SAID SELLERS.

WHEREAS, the City Council of the City of Woodland Park is desirous of enhancing the City's water supply; and,

WHEREAS, shares of Twin Lakes water are currently available for purchase at a competitive price; and,

WHEREAS, said purchase will result in cost savings to the City over a period of years.

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

1. The purchases of water shares from certain purchasers identified in Exhibit A attached hereto and made a part hereof (the "Sellers"), are hereby authorized and approved under the terms and conditions contained in the contracts with Sellers.
2. The Mayor and City Clerk are hereby authorized to execute and attest respectively the contracts with Sellers.
3. The payment for the purchase of said water shares in the amount of \$42,500.00, plus a contingency of \$1,000.00, shall be made from the Water Enterprise Fund.
4. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED at a regular meeting held this _____ day of _____, 2020.

Val Carr, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

EXHIBIT A
List of Sellers of Water Shares

David Susan Jordan
10762 County Road C.5
Olney Springs Co 81062

1.0 Shares



City of Woodland Park Staff Report for City Council

Meeting Date: May 7, 2020

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
11D	Finance	Emily Katsimpalis Finance Director

ITEM:

Tax Revenue Update

BACKGROUND:

The attached report reflects the City's three percent sales tax revenue and lodging tax **received** April 2020 for **sales incurred** by taxpayers during the month of March 2020.

New/terminated business/sales tax licenses:

- 18 new business/sales tax licenses were issued or reactivated in April.
- 1 businesses terminated or inactivated their business license April.
- List of new business licenses are attached; new businesses within city limits are those that are highlighted.

CITY OF WOODLAND PARK
HISTORICAL TAX COLLECTIONS

March 2020

(unaudited)

Sales Tax Collection compared to prior years

MTD 2020 vs. MTD 2019 – 5.8% decrease

YTD 2020 vs. YTD 2019 – 9% increase

YTD 2020 vs. YTD 2018 – 9.9% increase

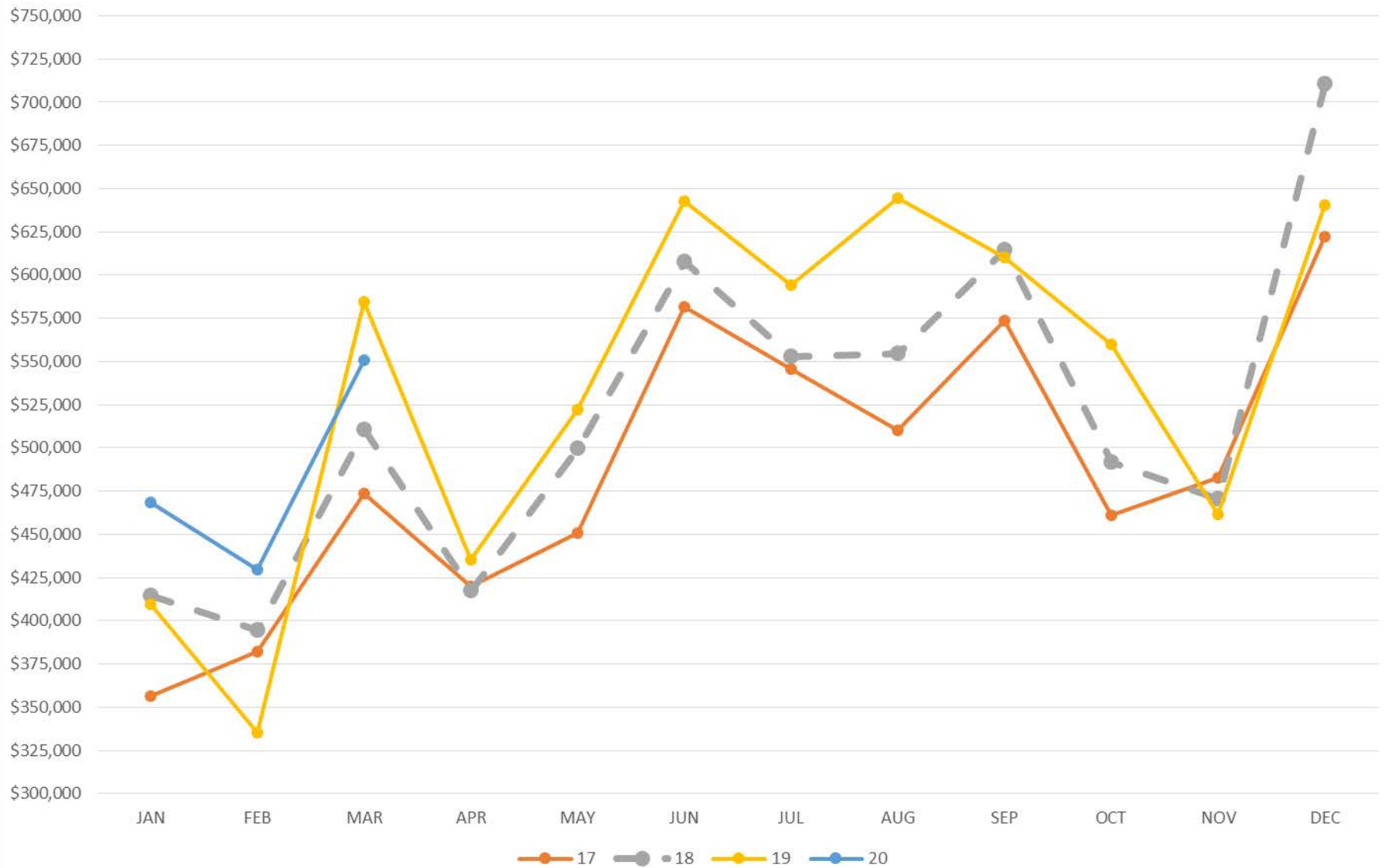
YTD 2020 vs. YTD 2017 – 19.5% increase

Lodging Tax Collection compared to prior years

YTD 2020 vs. YTD 2019 – 33% decrease

(see charts and tables below)

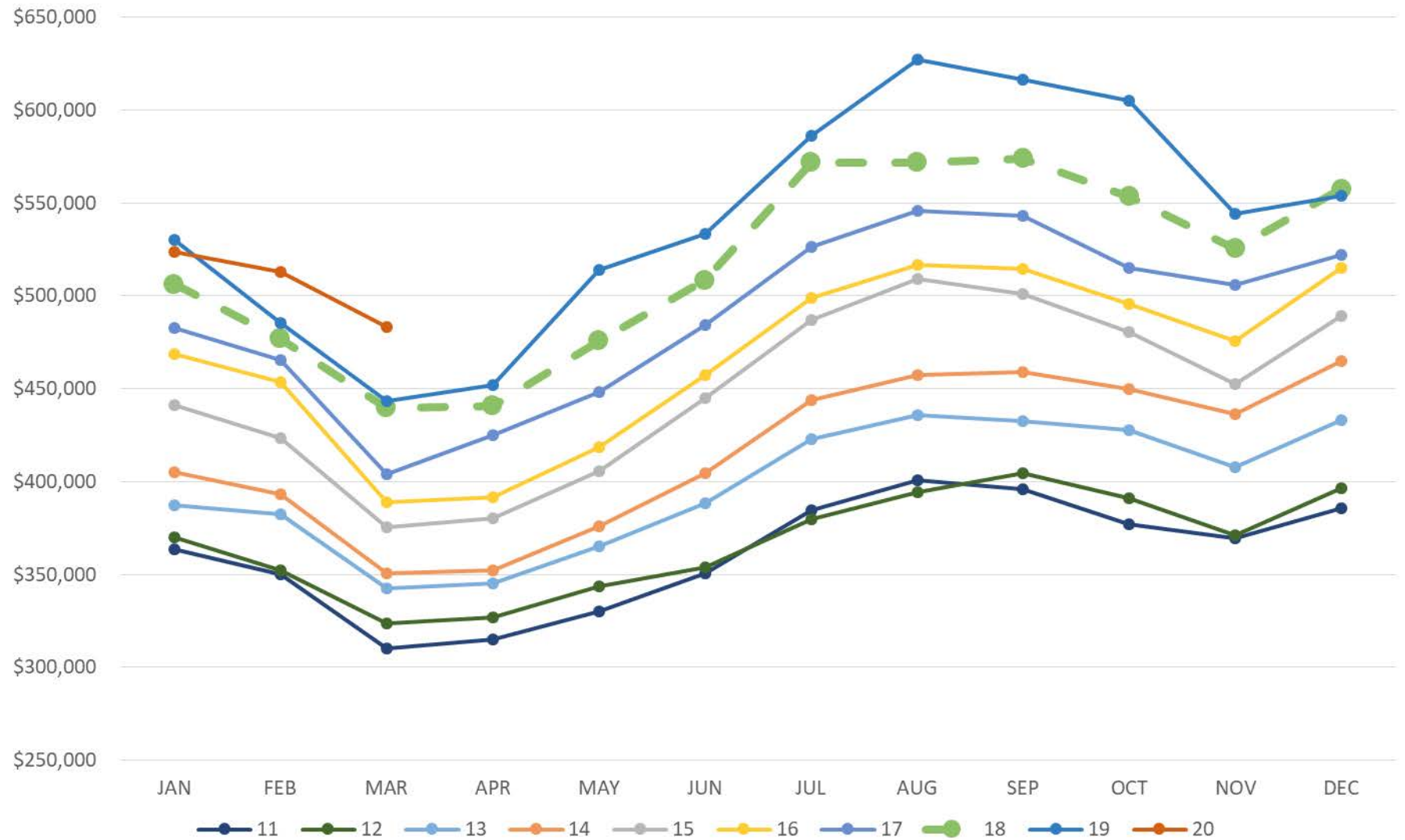
City of Woodland Park
Sales Tax Collections
2017-2020



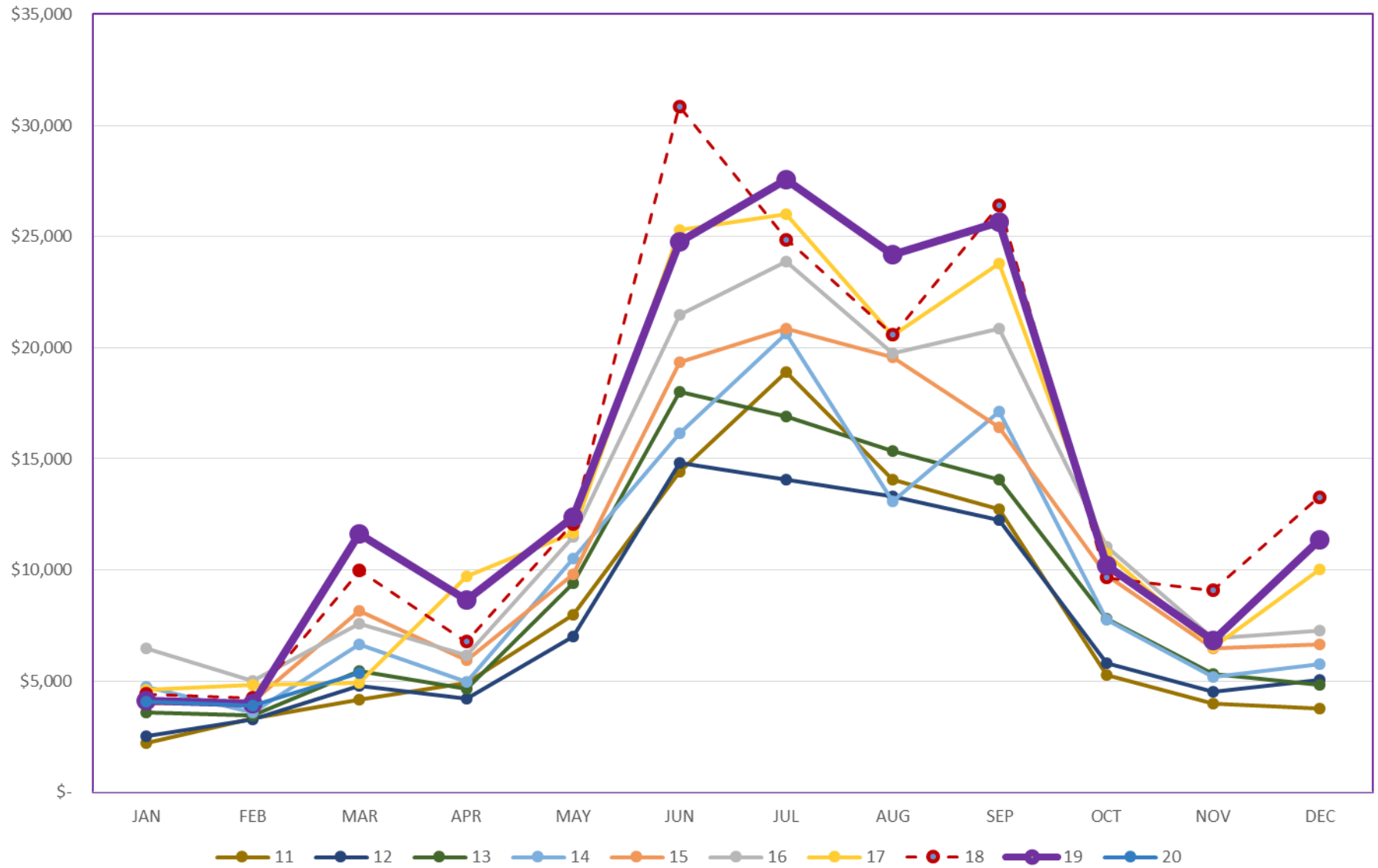
City of Woodland Park Sales Tax Collections 10-year history



City of Woodland Park
Sales Tax Collections
Rolling 3-Month Average
10-Year History



City of Woodland Park Lodging Tax Collections 5-Year History



Annual 3% Sales Tax Collection 10-Year History by Month (does not include the City's 1.09% sales tax for RE-2)

Includes Sales Tax plus vendor fee.										
					Includes Sales Tax plus vendor fee.					
	11	12	13	14	15	16	17	18	19	20
JAN	\$293,508	\$304,571	\$323,621	\$337,313	\$360,348	\$377,888	\$356,613	\$414,283	\$409,798	\$468,475
FEB	\$288,866	\$306,084	\$324,061	\$327,397	\$347,055	\$360,223	\$382,348	\$394,349	\$335,333	\$429,745
MAR	\$348,880	\$359,606	\$380,656	\$386,803	\$418,812	\$428,017	\$473,419	\$510,278	\$584,507	\$550,723
APR	\$306,649	\$315,526	\$330,983	\$341,810	\$375,666	\$386,018	\$420,061	\$417,470	\$435,343	
MAY	\$334,062	\$355,773	\$384,380	\$399,190	\$422,517	\$440,998	\$450,957	\$499,858	\$522,008	
JUN	\$411,527	\$390,974	\$449,547	\$473,013	\$536,339	\$544,496	\$581,725	\$607,795	\$642,569	
JUL	\$408,501	\$393,039	\$434,105	\$459,243	\$501,712	\$510,770	\$545,874	\$553,063	\$594,348	
AUG	\$382,666	\$398,219	\$424,025	\$439,395	\$489,560	\$494,905	\$510,191	\$554,799	\$644,473	
SEP	\$397,063	\$422,565	\$438,862	\$477,853	\$512,221	\$538,141	\$573,766	\$614,404	\$610,360	
OCT	\$350,740	\$351,905	\$421,024	\$431,819	\$440,193	\$453,849	\$460,952	\$491,494	\$560,010	
NOV	\$360,495	\$338,598	\$363,458	\$399,206	\$405,197	\$434,807	\$482,500	\$470,367	\$461,604	
DEC	\$445,725	\$498,801	\$514,984	\$563,532	\$622,513	\$657,016	\$622,098	\$710,516	\$640,506	
TOTALS	\$ 4,328,682	\$ 4,435,661	\$ 4,789,706	\$ 5,036,574	\$ 5,432,133	\$ 5,627,128	\$ 5,860,504	\$ 6,238,675	\$ 6,440,861	\$ 1,448,943
1% amount	\$1,442,894	\$1,478,554	\$1,596,569	\$1,678,858	\$1,810,711	\$1,875,709	\$1,953,501	\$2,079,558	\$2,146,954	\$482,981
2% amount	\$ 2,885,788	\$ 2,957,107	\$ 3,193,137	\$ 3,357,716	\$ 3,621,422	\$ 3,751,419	\$ 3,907,003	\$ 4,159,117	\$ 4,293,907	\$ 965,962

Annual Lodging Tax Collections 10-Year History by Month

	11	12	13	14	15	16	17	18	19	20
JAN	\$ 2,201	\$2,539	\$3,571	\$4,734	\$4,003	\$6,484	\$4,604	\$4,417	\$4,136	\$4,076
FEB	\$ 3,325	\$3,258	\$3,458	\$3,578	\$4,067	\$5,031	\$4,836	\$4,253	\$3,990	\$3,912
MAR	\$ 4,169	\$4,786	\$5,438	\$6,630	\$8,166	\$7,595	\$4,936	\$9,938	\$11,623	\$5,361
APR	\$ 4,922	\$4,192	\$4,648	\$4,947	\$5,924	\$6,177	\$9,705	\$6,768	\$8,666	
MAY	\$ 7,982	\$6,998	\$9,411	\$10,522	\$9,799	\$11,504	\$11,652	\$12,073	\$12,368	
JUN	\$ 14,425	\$14,814	\$17,999	\$16,144	\$19,332	\$21,492	\$25,295	\$30,867	\$24,744	
JUL	\$ 18,909	\$14,078	\$16,913	\$20,630	\$20,852	\$23,862	\$25,998	\$24,867	\$27,564	
AUG	\$ 14,056	\$13,330	\$15,350	\$13,101	\$19,589	\$19,739	\$20,545	\$20,572	\$24,198	
SEP	\$ 12,718	\$12,267	\$14,067	\$17,127	\$16,412	\$20,863	\$23,805	\$26,415	\$25,655	
OCT	\$ 5,270	\$5,825	\$7,796	\$7,764	\$9,761	\$11,038	\$10,748	\$9,656	\$10,207	
NOV	\$ 4,010	\$4,516	\$5,325	\$5,185	\$6,490	\$6,936	\$6,524	\$9,092	\$6,843	
DEC	\$ 3,780	\$5,055	\$4,851	\$5,749	\$6,658	\$7,276	\$10,016	\$13,281	\$11,361	
TOTAL	\$ 95,767	\$91,658	\$108,827	\$116,111	\$131,053	\$147,997	\$158,664	\$172,198	\$171,357	\$13,349

New Businesses Started Between 04.01.2020 And 04.30.2020 - Sorted by Business Name - Including Contact Information

Payid/ Location Co	Customer Name/ Business Name/ Contact Name	Business Phone/ Corr Phone/ Contact Phone	Business Address/ Location Address	Sector/SIC#-Description/ Contact Email	Start Date	Business Type/ Tax Description	IntCnt Files	Res	Exmt	PdLr
08683.1	CONCRETE MASONRY PLUS	(719)960-7121	1065 Woodland Ave Unit 16, Woodland Park, CO 80863							
6000	CONCRETE MASONRY PLUS	(719)960-7121	Woodland Park	285-CONTRACTOR-MASONRY	04.16.2020	Corp	THEY	No	No	No
	BILL DILLEN	(719)960-7121		nolesfrk@icloud.com		BUSINESS LICENSE YEARLY				
08678.1	CORTEZ ROOFING LLC	(719)778-3510	673 S Inca Dr, Pueblo West, CO 81007							
03000	CORTEZ ROOFING LLC	(719)778-3510	State Of Colorado	310-CONTRACTOR-ROOFING	04.08.2020	LLC	THEY	No	No	No
	JOSE CORTEZ	(719)778-3510		cortezroofing03@gmail.com		BUSINESS LICENSE YEARLY				
08692.1	COVETRUS SOFTWARE SERVICES,	(614)659-1680	400 Metro Place N, Dublin, OH 43017							
04000	COVETRUS SOFTWARE SERVICES,	(614)659-1680	Out Of State	453-INTERNET SALES	04.28.2020	LLC	THEY	No	No	No
	ALICE SOANETY	(614)659-1680				BUSINESS LICENSE YEARLY				
08696.1	DDR-33 INC	(719)492-5212	440 W Yampa St, Colorado Springs, CO 80905							
02000	DDR-33 INC	(719)492-5212	Colorado Springs	230-CONTRACTOR-GENERAL	04.29.2020	Corp	THEY	No	No	No
	DWIGHT RINGLER	(719)492-5212				BUSINESS LICENSE YEARLY				
08680.1	FLATIRON STEEL INC.	(970)284-6306	11500 21st St, Greeley, CO 80634							
03000	FLATIRON STEEL INC.	(970)284-6306	State Of Colorado	345-DISTRIBUTOR	04.01.2020	Corp	THEY	No	No	No
	TORY BROWN	(970)284-6306		accountspayable@flatironsteel.		BUSINESS LICENSE YEARLY				
						SALES TAX	QUTRLY			
08687.1	FOX EXCAVATION	(719)728-0171	PO BOX 216 Divide, CO 80814							
6000	FOX EXCAVATION	(719)728-0171	Woodland Park	255-CONTRACTOR-EXCAVATION	04.21.2020	Corp	THEY	No	No	No
	NIGEL FOX	(719)728-0171		foxexcavation@gmail.com		BUSINESS LICENSE YEARLY				
08690.1	GOLDEN PRINCIPAL PROPERTIES	(719)687-3094	PO BOX 5950 Woodland Park, CO 80866							
6000	GOLDEN PRINCIPAL PROPERTIES	(719)687-3094	Woodland Park	570-PROPERTY MANAGEMENT	04.23.2020	Corp	THEY	No	No	No
	JOY PICKETT	(719)687-3094		customerservice@goldenprincipa		BUSINESS LICENSE YEARLY				
08694.1	GREEN SCENE HYDROSEEDING, I	(970)409-8041	PO BOX 1658 Fairplay, CO 80440							
03000	GREEN SCENE HYDROSEEDING, I	(970)409-8041	State Of Colorado	280-CONTRACTOR-LANDSCAPING	04.29.2020	Corp	THEY	No	No	No
	JEFF MILLER	(970)409-8041		greenscene@wildblue.net		BUSINESS LICENSE YEARLY				
08681.1	JORDAN COLORADO GOLD HILL L	(980)888-6088	797 Gold Hill Pl, Woodland Park, CO 80863							
6000	JORDAN COLORADO GOLD HILL L	(980)888-6088	Woodland Park	470-LIQUOR STORE	04.14.2020	LLC	THEY	No	No	No
	Shadi Haddadin	(980)888-6088				BUSINESS LICENSE YEARLY				
						SALES TAX	MNTHLY			
08695.1	KENDRA SCOTT LLC	(512)765-9941	3800 N Lamar Blvd Ste. 400, Austin, TX 78756							
04000	KENDRA SCOTT LLC	(512)765-9941	Out Of State	453-INTERNET SALES	04.29.2020	LLC	THEY	No	No	No
	IVY TOMASCO	(512)765-9941		tax@kendrascott.com		BUSINESS LICENSE YEARLY				
						SALES TAX	QUTRLY			
08650.1	MOUNTAIN TOP GAMES	(719)237-1012	PO BOX 909 Divide, CO 80814							
01000	MOUNTAIN TOP GAMES	(719)237-1012	Teller County	453-INTERNET SALES	04.01.2020	Indvl	THEY	No	No	No
	KYLE SMITH	(719)237-1012		blacklagoon25@hotmail.com		BUSINESS LICENSE YEARLY				
						SALES TAX	QUTRLY			
08689.1	OX CONSTRUCTION, LLC	(719)660-0093	PO BOX 8059 Colorado Springs, CO 80933							
02000	OX CONSTRUCTION, LLC	(719)660-0093	Colorado Springs	230-CONTRACTOR-GENERAL	04.23.2020	S-Corp	THEY	No	No	No

New Businesses Started Between 04.01.2020 And 04.30.2020 - Sorted by Business Name - Including Contact Information

Payid/ Location Code	Customer Name/ Business Name/ Contact Name	Business Phone/ Corr Phone/ Contact Phone	Business Address/ Location Address	Sector/SIC#-Description/ Contact Email	Start Date	Business Type/ Tax Description	IntCnt Files	Res	Exmt	Pd1r
	DANIEL MOORE	(719)660-0093		oxconstruction@hotmail.com		BUSINESS LICENSE YEARLY				
08665.1	PREMIER TRADES LLC	(719)351-4457	10530 Hungate Rd, Colorado Springs, CO 80908							
02000	PREMIER TRADES LLC	(719)351-4457	Colorado Springs	95-BLDG MTRLS-CONCRETE	04.06.2020	Corp	THEY	No	No	No
	ALLEN COREY	(719)351-4457		scottcorey@icloud.com		BUSINESS LICENSE YEARLY				
08653.1	TASTE OF HOME	(817)507-6955	2268 Big Pines Ave #19, Woodland Park, CO 80863							
6000	TASTE OF HOME	(817)507-6955	Woodland Park	380-FAST FOOD	04.01.2020	Indvl	THEY	No	No	No
	DAVID CARPENTER	(817)507-6955		tasteofhome@gmx.com		BUSINESS LICENSE YEARLY				
						SALES TAX	MNTHLY			
08691.1	TOP TIER II LLC	(319)390-0531	4601 8th Ave, Marion, IA 52302							
04000	CEDAR RAPIDS TIRE	(319)390-0531	Out Of State	453-INTERNET SALES	04.28.2020	LLC	THEY	No	No	No
	JOHN VENTEICHER	(319)390-0531		wwickman@cedarrapidstire.com		BUSINESS LICENSE YEARLY				
						SALES TAX	QTRLY			
08654.1	UNION LEASING TRUST	(847)240-1500	425 N Martingale Rd 6th Floor, Schaumburg, IL 60173							
04000	UNION LEASING TRUST	(847)240-1500	Out Of State	55-AUTOMOBILE LEASES	04.01.2020	Trust	THEY	No	No	No
	TODD HEEMSOTH	(847)240-1500		mavila@unionleasing.com		BUSINESS LICENSE YEARLY				
						SALES TAX	YEARLY			
08693.1	VISIBLE SERVICE LLC	(630)857-2290	2200 Cabot Dr Ste 400, Lisle, IL 60532							
04000	VISIBLE SERVICE LLC	(630)857-2290	Out Of State	625-TELEMARKETING	04.28.2020	LLC	THEY	No	No	No
	TARA HAMMONDS	(630)857-2290		us-listaxsaltvzwrbl@kpmg.com		BUSINESS LICENSE YEARLY				
						SALES TAX	MNTHLY			
08685.1	WELLS & WEST GENERAL CONTRA	(719)260-9999	3509 N Prospect St, Colorado Springs, CO 80907							
02000	WELLS & WEST GENERAL CONTRA	(719)260-9999	Colorado Springs	230-CONTRACTOR-GENERAL	04.10.2020	Corp	THEY	No	No	No
	GREGORY JONES	(719)260-9999		info@wellsandwest.com		BUSINESS LICENSE YEARLY				

Record Count: 18

CITY OF WOODLAND PARK ANNUAL BUSINESS LICENSE REVENUE

Ten year history
(2020 as of April)

