



City of Woodland Park

City Council - Revised 2-5-2025

February 6, 2025 at 6:30 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Appointments to the ~~Downtown Development Authority~~ (postponed) and the Keep Woodland Park Beautiful Committee. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)
 - B. Presentation by the Newmont CC&V Gold Mine on 2024 on updates regarding upcoming events and 2024 Community Investment Impacts to include information on the Legacy Fund.
(Presenter External Relations Coordinator Shelby Mullin)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the January 16, 2025, City Council Meeting Minutes. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)
 - B. Approval of Wastewater Treatment Plant Boiler replacement contract between the City of Woodland Park and Shier Heating and Air Refrigeration in the amount of \$114,930.(A)
(Presenter Utilities Director Wiley)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**

(Public Comment may be heard)

 - A. ~~Woodland Park School District IGA discussion.~~ (A)
8. **ORDINANCES ON INITIAL POSTING**

(Public comment may be heard)

 - A. Approval of Ordinance No. 1491, Series 2025 on initial posting, an Ordinance to Vacate the Lot Line and Abutting Public Utility Easements Common to Lots 17 and 18 of Block 2, Sunnywood Manor Filing No. 5, and set the Public Hearing for February 20, 2025. (QJ) (Presenter Planning Director, Karen Schminke, AICP)
9. **PUBLIC HEARINGS**

(Public comment may be heard)

 - A. Approval of Ordinance No. 1488, Series 2025, an Ordinance Authorizing the City of Woodland Park to Grant an Access Easement across a Portion of its Tract of

Land Described in a Deed Recorded under Reception No. 652993 in the Records of the Teller County Clerk and Recorder to Charles Taylor, Jr., and Laurie Taylor, 1050 Locklin Way, Woodland Park, Teller County, Colorado (QJ) (Presenter Planning Director Karen Schminke, AICP)

- B.** Approval of a new Hotel and Restaurant Liquor license for 8465, Inc. dba Joanie's Café and Bakery located at 110 East Midland Avenue, Woodland Park, Colorado. (QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)
- C.** Approval of a new Beer & Wine Liquor License for Sushi Thai Woodland Park located at 108 East Midland Avenue, Woodland Park, CO 80863.(QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)

10. NEW BUSINESS

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

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

12. ADJOURNMENT

Key to agenda abbreviations:

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

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

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



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: February 6, 2025

SUBJECT: Appointments to the ~~Downtown Development Authority~~ (postponed) and the Keep Woodland Park Beautiful Committee. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND: Downtown Development Authority: Due to the resignation of Tony Perry from the DDA there is currently a vacant position on the Downtown Development Board. As required by the Council, the City Clerk has advertised this opening. The City Clerk's Office received one application from Jason Ledlie. His application will be sent to Council under a separate attachment. Because this opening is to fulfill a vacated position by Mr. Perry this will be fulfilling a partial term and will expire June 30, 2025. Mr. Ledlie has been invited to attend the February 6, 2025 Council Meeting.

Keep Woodland Park Beautiful Committee: As Council will recall the City Clerk's Office received an application from Terry Vaughn who is interested in being appointed to the Keep Woodland Park Beautiful Committee. Ms. Vaughn was unable to attend the last Council meeting and has been invited to attend the February 6, 2025 Council Meeting. The application will be sent to the Council under a separate attachment.

RECOMMENDATION:

ATTACHMENTS: None



City of Woodland Park

January 16, 2025 at 6:30 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Following a 5 PM worksession on Natural Healing Centers, Mayor Case called the regularly scheduled City Council Meeting to order at 6:30 PM. The following Councilmembers were in attendance: Mayor Case, Councilmember Baldwin, Councilmember Geer, Councilmember Jones, Councilmember Harvey and Councilmember Smith. Mayor Pro-tem Nakai was absent.

The following Staff Members were in attendance: City Manager Vassalotti, Deputy City Manager/City Clerk Leclercq, City Attorney Stewart, Planning Director Schminke, Communications Manager Higginbotham, Utilities Director Wiley, IT Technician Barnes and Deputy City Clerk Sauer.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Appointments to the Keep Woodland Park Beautiful Committee and the Charter Review Committee. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)

Deputy City Manager Leclercq reviewed that there were currently openings on the Keep Woodland Park Beautiful Committee. Leclercq shared that she had received an application from Terry Vaughn. Ms. Vaughn was not available to interview with the Council at this time so Council asked Leclercq to bring her back for a future meeting.

Leclercq shared with the Council that Councilmember Harvey wanted to give someone else a chance at serving on the Charter Review Committee. She would still attend the meetings when available. Leclercq asked Council if they would like for Councilmember Baldwin to be appointed to this Committee. She was interested and when the Council voted for appointments to this Committee she received the 3rd highest votes. Council through consensus decided that they would like to have Councilmember Baldwin serve on this Committee.

Leclercq shared with the Council that she had received three letters of interest from Citizens to participate on this Committee. Applications were received from Rusty Neal, Joe Fury and Mike Stinner. Mike Stinner had since withdrawn his application. Council interviewed both Rusty Neal and Joe Fury and asked Leclercq to hand out paper ballots for them to vote with. Leclercq read the following paper ballots into the record:

Smith voted for Neal
Jones voted for Fury

Case voted for Neal
Baldwin voted for Fury
Geer voted for Fury
Harvey voted for Fury

With Fury receiving 4 votes and Neal receiving 2 votes the following motion was made.

Motion: to appoint Joe Fury to the Charter Review Committee. Geer/Smith. Motion carried 6-0.

Following the appointment to the Charter Review Committee Leclercq administered the Oath of Office to Joe Fury.

Lee Brown who was appointed to the Planning Commission at the last Council Meeting was also in attendance and Leclercq administered the Oath of Office to him as well.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

- A.** Approval of the January 2, 2025 City Council Meeting Minutes. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)

Prior to the Consent Agenda City Manager Vassalotti shared the November Sales Tax Update with the Council.

Mayor Case introduced the Consent Calendar and the following motion was made.

Motion: To approve the Consent Calendar to include the January 2, 2025 Council Meeting Minutes and the approval of the December 2024 Statement of Expenditures. Harvey/Geer. Motion carried 6-0.

- B.** Approval of the December 2024 Statement of Expenditures.
(Presenter City Manager Vassalotti)

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

No Public Comment.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A.** Approval of Ordinance No. 1488, Series 2025, an Ordinance Authorizing the City of Woodland Park to Grant an Access Easement across a Portion of its Tract of Land Described in a Deed Recorded under Reception No. 652993 in the Records of the Teller County Clerk and Recorder to Charles Taylor, Jr., and Laurie Taylor, 1050 Locklin Way, Woodland Park, Teller County, Colorado and set the Public Hearing for February 6, 2025. (QJ)
(Presenter Planning Department Schminke)

Planning Director Schminke introduced Ordinance No. 1488, Series 2025, on initial posting and the following motion was made.

Motion: to approve Ordinance No. 1488, Series 2025, an Ordinance Authorizing the City of

woodland park to Grant an Access Easement across a Portion of its Tract of Land Described in a Deed Recorded under Reception No. 652993 in the Records of the Teller County Clerk and Recorder to Charles Taylor, Jr., and Laurie Taylor, 1050 Locklin Way, Woodland Park, Teller County, Colorado and set the Public Hearing for February 6, 2025.
Jones/Baldwin. Motion carried 6-0.

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Approval of Ordinance No. 1487, Series 2025, an Ordinance Declaring the instrument for the Public Notification Process and Method for the City of Woodland Park for the Year 2025. (A)

(Presenter Deputy City Manager/City Clerk Leclercq)

Deputy City Manager/City Clerk Leclercq reviewed Ordinance No. 1487, Series 2025. There being no questions from the Council, Mayor Case opened up the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor Case closed the Public Hearing and the following motion was made.

Motion: To approve Ordinance No. 1487, Series 2025, an Ordinance Declaring the Instrument for the Public Notification Process and Method for the City of Woodland Park for the year 2025. Geer/Smith. Motion carried 6-0.

- B.** Approval of a new Tavern Liquor License for the Ute Lodge Bar & Grill, LLC dba Ute Lodge Bar & Grill located at 204/206 West Midland Avenue, Woodland Park, CO. 80863 (QJ)

(Presenter Deputy City Manager/City Clerk Leclercq)

Deputy City Manager/City Clerk Leclercq introduced a new liquor license to the Council for the Ute Lodge Bar and Grill. Leclercq reviewed the application with the Council sharing that all of the applicable fees have been paid, a petition of needs and desires had been completed, character of the applicant was not in question and that she was submitting the application to the Council for approval.

Leclercq introduced applicant Pamela Mikesell to the Council and Mikesell shared her plans for her upcoming restaurant.

There being no further questions of the Council, Mayor Case opened the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor Case closed the Public Comment portion of the Public Hearing and the following motion was made.

Motion: to approve a new Tavern Liquor License for the Ute Lodge Bar and Grill, LLC dba Ute Lodge Bar and Grill located at 204/206 West Midland Avenue, Woodland Park, Colorado, 80863. Geer/Baldwin. Motion carried 6-0.

10. NEW BUSINESS

(Public comment may be heard)

- A.** Approve Resolution No. 930, Series 2025, a Resolution Establishing the Single Family Residential Water Tap Allotment for 2025. (A)

(Presenter Utilities Director Wiley)

Utilities Director Wiley reviewed the Single Family Residential Water tap Allotment for the 2025 year. There being no questions from the Council the following motion was made.

Motion: to approve Resolution No. 930, Series 2025, a Resolution Establishing the Single Family Residential Water Tap Allotment for 2025. Smith/Geer. Motion carried 6-0.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case reviewed upcoming events for the next two weeks. Case also reviewed information on upcoming CDOT projects. Case also read a thank you letter into the record from the Woodland Park Farmer's Market thanking the City Staff for all of their help during the market last summer.

B. Council Reports

Councilmember Baldwin shared an update on the weekly meeting with the Lobbyist and a CML update.

Councilmember Geer shared an update of Parks and Recreation.

Councilmember Harvey shared that she attended the TUP Meeting put on by the City Staff and found it very helpful.

Councilmember Jones shared that the DDA would be holding a micro grant worksession next week.

C. City Attorney's Report

City Attorney Stewart asked the Council to review the different ordinances she supplied to them regarding Natural Healing Centers and share their feedback with her.

D. City Manager's Report

No Report.

12. ADJOURNMENT

The time being 7:23 PM and there being no further City business Mayor Case adjourned the regularly scheduled Council Meeting.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2025

Kellie Case, Mayor



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: February 6, 2025

SUBJECT: Approval of Wastewater Treatment Plant Boiler replacement contract between the City of Woodland Park and Shier Heating and Air Refrigeration in the amount of \$114,930.(A)
(Presenter Utilities Director Wiley)

BACKGROUND:

BACKGROUND: The Wastewater Treatment Plant is heated by a two boiler system. The boilers have needs replacement for some time. To save money approximately 8-10 years ago The City refurbished the boilers as it was a significant savings over replacement costs. Over the last couple of years the boilers have started to fail again. We spent some money in smaller repairs however we are at a point where the boiler system need replacement. The plant is currently operating on only one boiler as we have robbed parts from one to make the other boiler work. We have had some issues to where the replacement needs to happen soon than later. We have already had some days without heat.

The scope of work for this project consist of demolition of the two old units and replacement with two new units. Some piping will be changed out as well as some check valves and a new pump.

A boiler project was planned and is budgeted is in the 2025 budget at \$100K. The wastewater Fund has a health fund balance and will pay cash for the project. Financing will not be needed for this project.

RECOMMENDATION: Approve Contract with Shier in the amount of \$114,930.00 for the Boiler Replacement at the Wastewater Treatment Plant.

ATTACHMENTS: 1. Scope of Work for the project/contract

RECOMMENDATION:

ATTACHMENTS: 1. Contract with Shier



QUOTE #85

SENT ON:

Jan 10, 2025

RECIPIENT:

Woodland Park Wastewater Treatment Plant

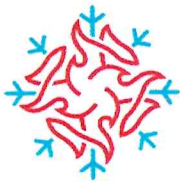
220 West South Avenue
Woodland Park, Colorado 80863
Phone: 719-686-9680

SENDER:

Shiers Heating & Air

P.O. Box 75963
Colorado Springs, Colorado 80970

Phone: 719-731-6062
Email: steven@shierhvacr.com



SENT ON:

Jan 10, 2025

Product/Service	Description	Qty.	Unit Price	Total
Scope of work and equipment	Replace 2 existing Bryan Flex Tube Boilers to include: Demo existing boilers Rework main piping at 3-way valve for reset loop -new piping will be primary/secondary Two (2) New Laars MT2H1000 boilers -CSD-1 code compliant -1000 MBH -Low Water Cutoff -Pump mounted Reconnect primary/secondary piping for new boilers -Isolation valves at each boiler -Check valves at each boiler Reconnect gas line to each boiler Reconnect existing Automated Logic Building Automation to control each boiler Type B gas vent flue piping per code Four (4) main circulator pumps: -remove each pump skid from site for reconditioning -new mechanical seals & gaskets -new couplers -new bearings in motors -will report any findings if not repairable Pipe insulation on new work New propylene glycol Start up and adjustments	1	\$114,930.00	\$114,930.00



Shier
HEATING-AIR
REFRIGERATION

QUOTE #85

SENT ON:

Jan 10, 2025

A deposit of \$57,465.00 will be required to begin.

Subtotal	\$114,930.00
0 (0.0%)	\$0.00
Total	\$114,930.00

This quote is valid for the next 30 days, after which values may be subject to change. Card payments available upon request with a 3% fee.

Jan 23, 2025

Jason Dukek

Date

Client Signature



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: February 6, 2025

SUBJECT: Woodland Park School District IGA discussion. (A)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor Case and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: February 6, 2025

SUBJECT: Approval of Ordinance No. 1491, Series 2025 on initial posting, an Ordinance to Vacate the Lot Line and Abutting Public Utility Easements Common to Lots 17 and 18 of Block 2, Sunnywood Manor Filing No. 5, and set the Public Hearing for February 20, 2025. (QJ) (Presenter Planning Director, Karen Schminke, AICP)

BACKGROUND:

RECOMMENDATION: Approve on initial posting, ORDINANCE 1491, SERIES 2025, An Ordinance to Vacate the Lot Line and Abutting Public Utility Easements Common to Lots 17 and 18 of Block 2, Sunnywood Manor Filing No. 5, and set the public hearing for February 20, 2025.

ATTACHMENTS:

1. ORDINANCE NO. 1491, SERIES 2025 Vacate Lot Line & Easement 2881 Sunnywood ave Anderson
2. Exhibit A for Ord 1491

**CITY OF WOODLAND PARK
ORDINANCE NO. 1491, SERIES 2025**

**AN ORDINANCE TO VACATE THE LOT LINE AND ABUTTING PUBLIC UTILITY
EASEMENTS COMMON TO LOTS 17 AND 18 OF BLOCK 2,
SUNNYWOOD MANOR FILING NO. 5**

WHEREAS, Matthew and Alison Anderson (Property Owners) owns Lot 17 (no address) and Lot 18 (2881 Sunnywood Avenue), both in Block 2 Sunnywood Manor Filing No. 5; and

WHEREAS, the final plat of Sunnywood Manor Filing No. 5 included the dedication of 10-foot wide utility easements along all side lot lines to the City of Woodland Park (City); and

WHEREAS, the Property Owner is requesting that the common lot line between Lots 17 and 18 and the abutting 10-foot wide public utility easements be vacated; and

WHEREAS, based on the findings contained in the Staff Report and as presented at the public hearing on February 20, 2025;

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

Section 1. The common lot line between Lots 17 and 18, Block 2, Sunnywood Manor Filing No. 5 is hereby vacated as is the abutting 10-foot wide public utility easements on either side of the common lot line, all as illustrated in Exhibit A attached hereto; and

Section 2. The new, combined lot shall be referred to and legally described as Lot 17R, Block 2, Sunnywood Manor Filing No. 5 and, except as vacated herein, all plat configurations, easements, dedications and notes on the Sunnywood Manor Filing No. 5 final plat remain valid, in full force and effect; and

Section 3. Should any article, section, clause or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the balance of this Ordinance.

Section 4. The City shall cause this Ordinance and all Exhibits to be recorded in the Teller County real property records and said Ordinance and Exhibits shall be in full force and effect from and after its publication as required by law.

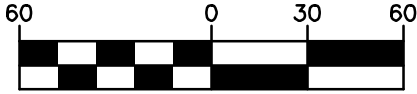
PASSED BY CITY COUNCIL ON SECOND AND FINAL READING, FOLLOWING PUBLIC HEARING, THIS _____ DAY OF _____, 2025.

Mayor Kelly Case

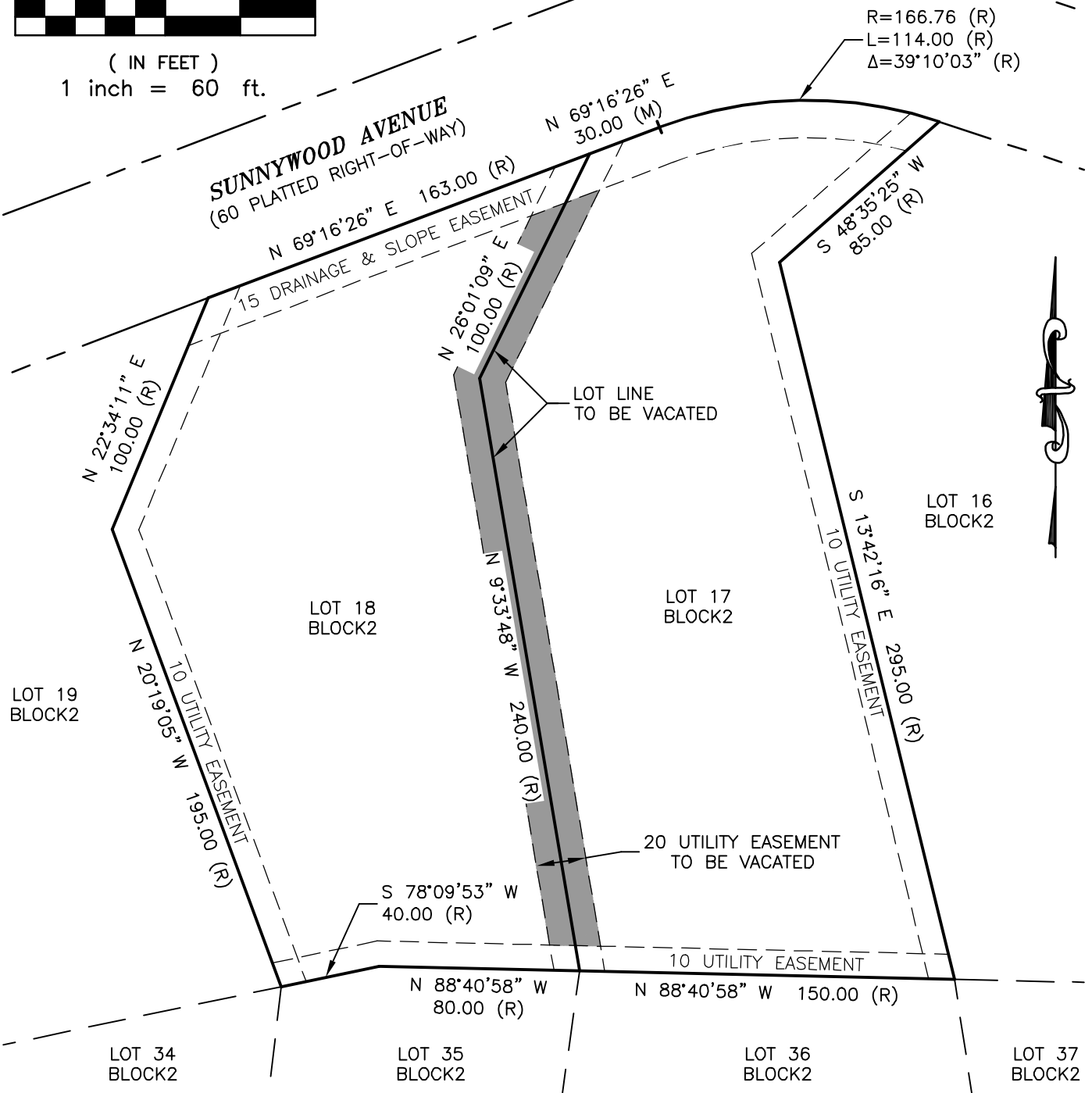
ATTEST: _____
City Clerk Suzanne Leclercq

LOT LINE VACATION EXHIBIT

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



Revised Legal Description: Lot 17R, Block 2, Sunnywood Manor Filing No. 5
The lineal units used shown hereon are reported in U.S. Survey Feet.
(R) - Record bearing/distance per subdivision plat filed on January 9, 1984 in Plat Book I, Page 74 under Reception No. 318870



P.O. Box 7123
Woodland Park, CO 80863
(719) 687-8385
info@gouldls.com
GouldLandSurveying.com

Project No.: 24101
September 19, 2024
Rev.: January 28, 2025



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: February 6, 2025

SUBJECT: Approval of Ordinance No. 1488, Series 2025, an Ordinance Authorizing the City of Woodland Park to Grant an Access Easement across a Portion of its Tract of Land Described in a Deed Recorded under Reception No. 652993 in the Records of the Teller County Clerk and Recorder to Charles Taylor, Jr., and Laurie Taylor, 1050 Locklin Way, Woodland Park, Teller County, Colorado (QJ)
(Presenter Planning Director Karen Schminke, AICP)

BACKGROUND: City Council approved the final plat for Paradise of Colorado Filing No. 4 subdivision in 2018. That approval included establishing access through the City's water tank site to Lot 7. This proposed ordinance and its associated attachments further define that access and the associated responsibilities and requirements.

RECOMMENDATION: Approve Ordinance No. 1488, Series 2025, an Ordinance Authorizing the City of Woodland Park to Grant an Access Easement across a Portion of its Tract of Land Described in a Deed Recorded under Reception No. 652993 in the Records of the Teller County Clerk and Recorder to Charles Taylor, Jr., and Laurie Taylor, 1050 Locklin Way, Woodland Park, Teller County, Colorado

ATTACHMENTS:

1. Executed Access Easement - CT and LJT Execution - 2025 01 06
2. Ord. 1488, Series 2025

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made and executed effective the 7th day of January, 2025, by and between the City of Woodland Park, a Colorado Home Rule City, 220 W. South Avenue, P.O. Box 9007, Woodland Park, Colorado 80866 (hereafter "Grantor"), and Charles Taylor, Jr. and Laurie Taylor, individuals, 2005 Zavala Road, Keller, Texas 76248 (hereafter collectively, the "Grantee").

WHEREAS, Grantor is the owner of that certain tract of land as described in deed recorded under Reception No. 652993 in the records of the Teller County Clerk and Recorder, State of Colorado (hereafter the "Water Tank Lot");

WHEREAS, Grantee is the owner of the following legally described property in the County of Teller, State of Colorado: Lot 7, Paradise of Colorado Filing No. 4, County of Teller, State of Colorado, commonly known as 1050 Locklin Way, Woodland Park, Colorado 80863 (hereafter "Lot 7");

WHEREAS, an access easement over and through a portion of the Water Tank Lot is necessary for the present and future owners of Lot 7 to ensure they have access to Lot 7; and

WHEREAS, the necessary access easement for this purpose is described on the attached Exhibit A, which is incorporated herein by this reference (the "Access Easement").

NOW, THEREFORE, be it resolved the following:

1. Grant of Easement. For and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants and conveys to Grantee and the present and future owners of Lot 7, and their invitees, a perpetual nonexclusive access easement over, through and across the Access Easement for purposes of ingress and egress to and from Lot 7, subject, however, to the terms and conditions of this Easement.

2. Grantee's Rights. The Grantee and their invitees shall have and exercise the right to ingress and egress in, to, over and across the Access Easement; provided that such use shall not impair Grantor's use of, or access to, the Water Tank Lot in any manner at any time. In furtherance of the foregoing, it is acknowledged and agreed that (a) the Grantee shall ensure that Grantor, its agents, employees, and contractors have clear and unobstructed access to the Water Tank Lot and (b) the gates to the fenced Water Tank Lot must be able to fully open out and within the Access Easement, both at all times.

3. Grantor's Rights. Grantor retains the right to the undisturbed use, access and occupancy of the Water Tank Lot. In addition, it is acknowledged and agreed that Grantor shall not be responsible for any damages resulting from (a) it, or its agents, employees, and/or contractors accessing the Water Tank Lot at any time, (b) maintenance activities on the Water

Tank Lot, and/or (c) its, or its agent's, employee's, and/or contractor's release of water from the overflow pipe located on the Water Tank Lot.

4. Grantee's Obligations. Nothing in this Easement shall relieve Grantee from compliance with all applicable laws and regulations governing use of the Access Easement.

5. Maintenance and Repair of Access Easement. Grantee shall be responsible for and bear any expenses associated with (a) the maintenance and repair of the Access Easement, including any Grantor approved improvements that may be constructed within the Access Easement by Grantee, (b) the repair or replacement of any other items that may be disturbed and/or damaged as a result of such maintenance, repair, or Grantor approved construction within the Access Easement by Grantee, and (c) the maintenance, repair, and replacement of any service lines to the residence located on Lot 7. In furtherance of the foregoing, it is acknowledged and agreed that such Grantee required maintenance includes any and all snow removal from the Access Easement. All such work by Grantee shall be performed promptly and in a good workmanlike manner, in accordance with industry standards and the codes, ordinances, rules, regulations, statutes, specifications, and requirements of governmental authorities applicable thereto. Grantee shall ensure that all maintenance, repair and any Grantor approved construction by Grantee is undertaken in a manner so as (i) to minimize the effect of ease of access through the Access Easement and (ii) shall not compromise the integrity of the retaining wall that is located adjacent to the Access Easement. Any portion of the remaining Access Easement that is affected by such maintenance, repair and/or any Grantor approved construction by Grantee shall be restored by Grantee to the same condition as existed prior to such work. Any expenses incurred in connection with the Access Easement granted herein, including but not limited to construction expenses, approval fees, taxes, maintenance or repair, shall be borne solely by Grantee. In furtherance of the foregoing maintenance, repair, replacement, construction, and restoration requirements, Grantee shall require its contractor(s) performing such work to obtain and maintain at all times such work is being performed: (y) Commercial General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations and (z) Workers' Compensation Insurance as required by law. Such Commercial General Liability Insurance policies shall include the Grantor as an additional insured. Each of such insurance policies shall contain a waiver of subrogation for the Grantor's benefit. Further, the insurance coverages identified in this Section 5 will be primary and noncontributory with respect to any insurance maintained by the Grantor. Upon Grantor's request, Grantee shall provide Grantor with Certificates of Insurance and additional insured endorsements evidencing the coverages required by this Section 5. The Certificates of Insurance shall provide that such insurance will not be altered or canceled by the issuing company without a minimum of 30 days (10 days for non-payment of premium) prior written notice to Grantor.

6. Insurance. Grantee shall procure and maintain in full force and effect a General Liability Insurance policy with a combined single limit of liability of not less than \$1,000,000.00 for each occurrence and an annual aggregate of liability of not less than \$2,000,000.00. Such policy shall include coverage for bodily injury, broad form property damage, personal injury,

blanket contractual, independent contractors, and products and completed operations. Grantee shall, following a request from Grantor, furnish to Grantor evidence of such insurance coverage in the form of a Certificate of Insurance. Grantor shall be named as an additional insured on the Grantee's General Liability Insurance policy. The Certificate of Insurance shall provide that Grantor shall be provided thirty (30) days prior written notice of any change, substitution or cancellation of such policy of insurance. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Grantee, and any approval or waiver of said insurance by Grantor is not intended to and shall not in any way or manner limit or qualify the liabilities and obligations of Grantee pursuant to this Easement.

7. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement.

8. Indemnification. Grantee shall defend, indemnify, and hold Grantor and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) which are associated with this Easement and which are caused by and resulting from (i) the negligence or intentional misconduct of Grantee, or their agents, contractors, or invitees, or (ii) Grantee's, or their agents', contractors', or invitees' violation of applicable laws or regulations.

9. Other Improvements; Obstructions.

a. No Other Improvements. No building, structure or other improvements will be constructed or installed within the Access Easement by Grantee without the Grantor's prior written consent.

b. No Interference. No party hereto or any agent thereof shall impair, impede, limit, reserve, or otherwise restrict another party from using or gaining access to and from any portion of the other party's property by virtue of the Access Easement granted hereunder.

10. Hazardous Materials. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept, released, discharged, or used in or about the Access Easement by Grantee, or their agents, contractors, permittees and invitees, without the prior written consent of Grantor. If the presence of any Hazardous Material on the Access Easement caused or permitted by Grantee results in any contamination of the Access Easement or any other property in the vicinity of the Access Easement, Grantee shall promptly take all actions at their sole expense as are necessary to return the Access Easement and such other properties to the condition existing prior to the introduction of any such Hazardous Material thereto; provided, however, that the approval of Grantor of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Access Easement or Grantor. For purposes of this Easement, "Hazardous Material" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; the

Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect.

11. No Liens. Grantee shall keep the Access Easement free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the instance or request of Grantee, or anyone claiming by, through, or under Grantee.

12. Recordation. All provisions in this Easement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The Grantee shall record this Easement in the official records of the County of Teller, State of Colorado.

13. No Partnership. It is understood and agreed that nothing contained in this Easement shall be considered in any way as constituting a partnership or joint venture between Grantor and Grantee.

14. Self Help. In the event Grantee fails to perform any duty set forth above, including without limitation the acquisition of insurance or cleanup of Hazardous Materials, or breaches any other obligations established under this Easement, then the Grantor, at its election and without obligation to do so, may perform such duty or undertake such maintenance work or take such other action as Grantor may deem necessary or appropriate to remedy the applicable failure or breach, including, without limitation, snow removal from the Access Easement. Should Grantor exercise its rights in the preceding sentence, Grantee agrees to hold Grantor harmless from any damage that may arise because of the Grantor's exercise of such rights. Within ten (10) days after demand, the Grantee will reimburse the Grantor for any and all costs and expenses, including reasonable attorneys' fees, that it may incur in connection with any exercise of this self-help remedy. Any reimbursements owing from the Grantee pursuant to the foregoing provisions will bear interest at the rate of 18% per annum from the date such reimbursements are due until paid.

15. Headings. The headings in this Easement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

16. Construction. Words of any gender used in this Easement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

17. Severability. If any provision of this Easement is held invalid or unenforceable by a court with competent jurisdiction, the remainder of this Easement or the application of such provision to persons other than those as to who it is held invalid or unenforceable, shall not be affected and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

18. Governing Law. This Easement 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 exclusively in the County of Teller, State of Colorado.

19. Governmental Immunity Act. No term or condition of this Easement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

20. Attorney's Fees. In the event any party commences an action to enforce its rights hereunder or to enjoin any violation of the terms and provisions of this Easement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such action from the non-prevailing party.

21. Entire Agreement. This Easement contains the entire understanding of the parties and supersedes all verbal or prior written agreements, arrangements, and understandings of the parties relating to the subject matter contained herein. The parties further intend that this Easement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Easement in any judicial proceeding involving this Easement.

22. Modification/Waiver. This Easement may only be modified upon written agreement of the parties, or their respective successors and assigns. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Easement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Easement. Any express waiver of a term of this Easement shall not be binding and effective unless made in writing and properly executed by the waiving party.

23. Counterparts. This Easement may be executed in one or more counterparts, each of which when executed shall be deemed an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Easement effective as of the day and year first set forth above.

GRANTOR:

CITY OF WOODLAND PARK

By: _____

Print Name: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF TELLER)

The foregoing document was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as the _____ of the City of Woodland Park.

My commission expires: _____

Notary Public

GRANTEE:

Charles Taylor, Jr.
Charles Taylor, Jr.

Laurie Taylor
Laurie Taylor

STATE OF Texas)

) ss.

COUNTY OF Tarrant)

The foregoing document was subscribed, sworn to and acknowledged before me this 7 day of January, 2025, by Charles Taylor, Jr. and Laurie Taylor.

My commission expires: 12-04-2027

Ametrice Johnson
Notary Public

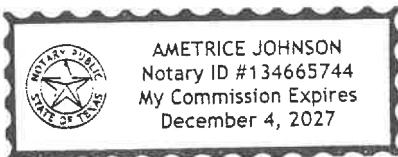


EXHIBIT A
ACCESS EASEMENT

See Attached

LEGAL DESCRIPTION – ACCESS EASEMENT:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 652993 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER FOR THE BENEFIT OF LOT 7, PARADISE OF COLORADO FILING NO. 4, AS RECORDED UNDER RECEPTION NO. 711754 OF SAID COUNTY RECORDS AND LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW1/4 NE1/4) OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, AS MONUMENTED BY A REBAR AND BLUE CAP STAMPED "RMLS PLS 19625", FROM WHICH THE NORTHEAST CORNER OF SAID TRACT, AS MONUMENTED BY A REBAR AND BLUE CAP STAMPED "RMLS PLS 19625" BEARS S89°46'12"E, A DISTANCE OF 260.18 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°46'12"E CONTINUING ALONG THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 165.26 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S89°46'12"E CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 31.83 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 108.23 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°18'25", AN ARC LENGTH OF 11.91 FEET, THE LONG CHORD OF WHICH BEARS S78°09'43"E, A LONG CHORD DISTANCE OF 11.91 FEET TO A POINT OF TANGENCY;

THENCE S75°00'30"E, A DISTANCE OF 24.22 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT, SAID POINT ALSO BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LOCKLIN WAY, AS DEPICTED ON SAID PLAT OF PARADISE OF COLORADO FILING NO. 4;

THENCE ALONG THAT LINE COMMON TO SAID EASTERLY LINE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°09'16", AN ARC LENGTH OF 26.31 FEET, THE LONG CHORD OF WHICH BEARS S41°06'51"W, A LONG CHORD DISTANCE OF 26.01 FEET;

THENCE ALONG THE ARC OF AN 85.83 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°49'58", AN ARC LENGTH OF 112.11 FEET, THE LONG CHORD OF WHICH BEARS S76°07'48"W, A LONG CHORD DISTANCE OF 104.31 FEET TO A POINT OF TANGENCY;

THENCE S38°42'49"W, A DISTANCE OF 51.37 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 79.30 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°09'30", AN ARC LENGTH OF 27.90 FEET, THE LONG CHORD OF WHICH BEARS S48°47'34"W, A LONG CHORD DISTANCE OF 27.76 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 44.03 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°31'51", AN ARC LENGTH OF 21.16 FEET, THE LONG CHORD OF WHICH BEARS S45°06'24"W, A LONG CHORD DISTANCE OF 20.96 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT, SAID POINT ALSO BEING A POINT ON THE NORTHERLY LINE OF SAID LOT 7;

THENCE N89°41'54"W ALONG SAID COMMON LINE, A DISTANCE OF 31.42 FEET;

THENCE ALONG THE ARC OF A 265.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°25'39", AN ARC LENGTH OF 34.35 FEET, THE LONG CHORD OF WHICH BEARS N42°50'51"E, A LONG CHORD DISTANCE OF 34.33 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A 66.43 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°18'39", AN ARC LENGTH OF 14.27 FEET, THE LONG CHORD OF WHICH BEARS N52°43'00"E, A LONG CHORD DISTANCE OF 14.25 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 56.90 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°09'30", AN ARC LENGTH OF 20.02 FEET, THE LONG CHORD OF WHICH BEARS N48°47'34"E, A LONG CHORD DISTANCE OF 19.92 FEET TO A POINT OF TANGENCY;

THENCE N38°42'49"E, A DISTANCE OF 51.37 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 108.23 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 43°03'43", AN ARC LENGTH OF 81.35 FEET, THE LONG CHORD OF WHICH BEARS N60°14'40"E, A LONG CHORD DISTANCE OF 79.44 FEET TO THE POINT OF BEGINNING.

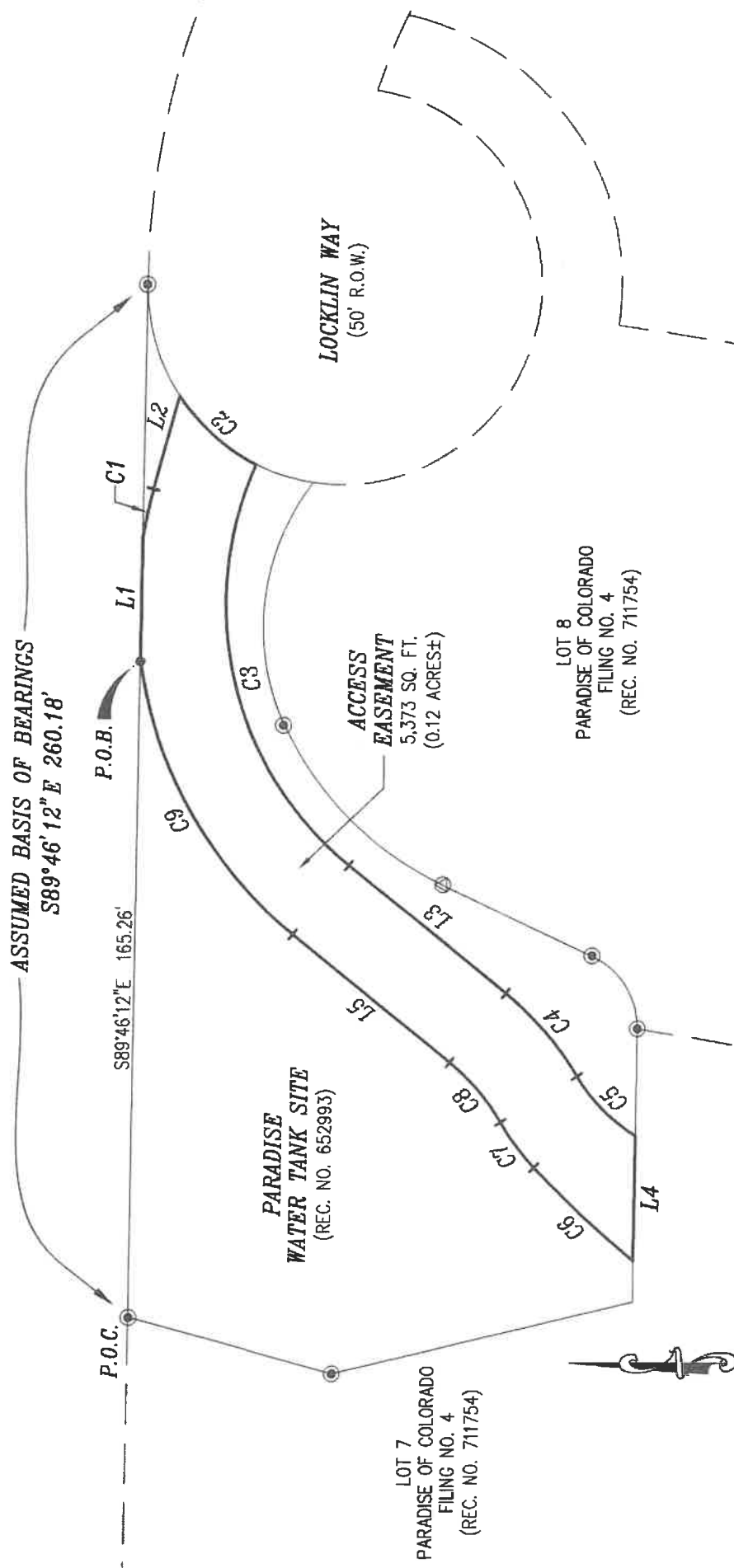
SAID EASEMENT CONTAINS 5,373 SQUARE FEET (0.12 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:

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



EXHIBIT



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY AND IS INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

RAMPART

SURVEYS

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

LEGEND:

- FOUND REBAR AND BLUE CAP STAMPED "RMLS 19625"
- ⊙ FOUND 1/2" REBAR (NO CAP)



SCALE: 1" = 40'

JOB NO.: 24402

OCTOBER 2, 2024

EXHIBIT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°46'12" E	31.83'
L2	S75°00'30" E	24.22'
L3	S38°42'49" W	51.37'
L4	N89°41'54" W	31.42'
L5	N38°42'49" E	51.37'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11.91'	108.23'	6°18'25"	S78°09'43" E	11.91'
C2	26.31'	50.00'	30°09'16"	S41°06'51" W	26.01'
C3	112.11'	85.83'	74°49'58"	S76°07'48" W	104.31'
C4	27.90'	79.30'	20°09'30"	S48°47'34" W	27.76'
C5	21.16'	44.03'	27°31'51"	S45°06'24" W	20.96'
C6	34.35'	265.00'	7°25'39"	N42°50'51" E	34.33'
C7	14.27'	66.43'	12°18'39"	N52°43'00" E	14.25'
C8	20.02'	56.90'	20°09'30"	N48°47'34" E	19.92'
C9	81.35'	108.23'	43°03'43"	N60°14'40" E	79.44'

**RAMPART
SURVEYS**

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

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1488, SERIES 2025

AN ORDINANCE AUTHORIZING THE CITY OF WOODLAND PARK TO GRANT AN ACCESS EASEMENT ACROSS A PORTION OF ITS TRACT OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 652993 IN THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER TO CHARLES TAYLOR, JR. AND LAURIE TAYLOR, 1050 LOCKLIN WAY, WOODLAND PARK, TELLER COUNTY, COLORADO.

WHEREAS, the City of Woodland Park is the owner of that certain tract of land described in deed recorded under Reception No. 652993 in the records of the Teller County Clerk and Recorder, State of Colorado; and,

WHEREAS, Charles Taylor, Jr. and Laurie Taylor are the owners of the following legally described real property in Teller County, State of Colorado: Lot 7, Paradise of Colorado Filing No. 4, commonly known as 1050 Locklin Way, Woodland Park, Colorado, which property is situated adjacent to the aforementioned real property owned by the City of Woodland Park and which property does not have any means of access to a public right of way; and,

WHEREAS, the City of Woodland Park is desirous of granting the owners of 1050 Locklin Way, Woodland Park, Colorado an access easement so that they can gain access to their property and from the nearby public right of way, and

WHEREAS, the City of Woodland Park City Council finds, determines and declares that granting an access easement over City property to the owners of 1050 Locklin Way, Woodland Park, Colorado is in the best interest of the City of Woodland Park.

NOW, THEREFORE THIS ORDINANCE:

THE CITY OF WOODLAND PARK, COLORADO ORDAINS;

That an Ordinance entitled “AN ORDINANCE AUTHORIZING THE CITY OF WOODLAND PARK TO GRANT AN ACCESS EASEMENT ACROSS A PORTION OF ITS TRACT OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 652993 IN THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER TO CHARLES TAYLOR, JR. AND LAURIE TAYLOR, 1050 LOCKLIN WAY, WOODLAND PARK, TELLER COUNTY, COLORADO” be and the same is hereby adopted as follows:

Section 1. The City of Woodland Park hereby grants an access easement to Charles Taylor, Jr. and Laurie Taylor, the owners of 1050 Locklin Way, Woodland Park, Colorado, subject to the provisions of this Ordinance and the Access Easement, attached as Exhibit A.

Section 2. Should any article, section, clause or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the balance of this Ordinance.

Section 3. The City of Woodland Park shall cause this Ordinance and the attached Exhibit A to be recorded in the Teller County records and this Ordinance shall be in full force and effect from and after its publication as required by law.

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

Kellie Case, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

APPROVED TO FORM:

Nina Williams, City Attorney



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: February 6, 2025

SUBJECT: Approval of a new Hotel and Restaurant Liquor license for 8465, Inc. dba Joanie's Café and Bakery located at 110 East Midland Avenue, Woodland Park, Colorado.
(QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND: CITY OF WOODLAND PARK Liquor License Summary

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

=====

Type of Action Requested: Conduct Public Hearing for a NEW HOTEL & RESTAURANT Liquor License.

Applicant: 8465, INC. dba JOANIE'S CAFÉ & BAKERY located at 110 E. MIDLAND AVE, Woodland Park, CO 80863

Application details:

- Applicant is JOHN HUGH
- THE CORPORATION has current sales tax license and FEIN number.
- A petition of needs and desires IS necessary for a NEW HOTEL & RESTAURANT liquor license, even though the location has previously been licensed. Has been turned in and verified.
- The location is eligible to be licensed.
- Possession of the property is documented by a LEASE expiring JUNE 30, 2034.

Factual Findings:

- The application was submitted on JANUARY 7, 2025.
- Subject property was posted on JANUARY 27, 2025 as required by law.
- Public Notice was published on the City's Website JANUARY 27, 2025.
- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

Following Public Hearing, approve application from 8465, INC. dba JOANIE'S CAFÉ & BAKERY for a NEW HOTEL & RESTAURANT Liquor License located at 110 E. MIDLAND AVE., Woodland Park, Colorado 80863.

RECOMMENDATION: Following the Public Hearing, approve application from 8465, INC. dba JOANIE'S CAFÉ & BAKERY for a NEW HOTEL & RESTAURANT Liquor License located at 110 E. MIDLAND AVE., Woodland Park, Colorado 80863.

ATTACHMENTS: None



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: February 6, 2025

SUBJECT: Approval of a new Beer & Wine Liquor License for Sushi Thai Woodland Park located at 108 East Midland Avenue, Woodland Park, CO 80863.(QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND: CITY OF WOODLAND PARK Liquor License Summary

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

=====

Type of Action Requested: Conduct Public Hearing for a NEW BEER & WINE Liquor License.

Applicant: SUSHI THAI WOODLAND PARK located at 108 E. MIDLAND AVE., Woodland Park, CO 80863

Application details:

- Applicant is PIMARA "PIM" WIPANNGERN
- The Corporation has a current sales tax license and FEIN number.
- A petition of needs and desires IS necessary for a NEW BEER & WINE liquor license, even though the location has previously been licensed.
- The location is eligible to be licensed.
- Possession of the property is documented by a LEASE expiring November 30, 2034.

Factual Findings:

- The application was submitted on December 19, 2024.
- Subject property was posted on January 27, 2025 as required by law.
- Public Notice was published on the City's Website January 27, 2025.

- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

RECOMMENDATION: Following Public Hearing, approve application from Sushi Thai Woodland Park for a NEW BEER & WINE Liquor License located at 108 E. Midland Ave., Woodland Park, Colorado 80863.

ATTACHMENTS: None