



City of Woodland Park

Revised - June 3, 2025 City Council

June 5, 2025 at 6:30 PM

AGENDA

5:15 PM - Executive Session #1: 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: Evaluation and Contract negotiation with the City Manager.

Immediately Following the City Council Meeting - Executive Session #2:
Executive Session for discussion pursuant to C.R.S. Section 24-6-402(4)(a) regarding the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, and pursuant to C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators, AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: potential real property acquisition for the purposes of securing water resources; and potential real property acquisition within the City of Woodland Park for potential park and open space purposes."

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Oath of Office to Jessica Scott as City of Woodland Park Treasurer. (A)
(Presenter City Manager Vassalotti)
 - B. Sales Tax Presentation. (A)
(Presenter City Manager Vassalotti)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the City Council Regularly scheduled May 15, 2025, City Council Meeting Minutes. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)
 - B. Approval of the April 2025 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. (A)
(Presenter City Manager Vassalotti)

- C. Approval of a contract between the City of Woodland Park and Brave Bear Custom Builders in the amount of \$59,625 for renovations to the Planning and Human Resource Offices. (A)
(Presenter Assistant City Manager Felts)
- D. Approval of a contract between the City of Woodland Park and Dawson Infrastructure Solutions in the amount of \$114,731.43 for a new sewer camera. (A)
(Presenter Public works Director Wiley)
- E. Approval of a contract between the City of Woodland Park and Great Plains Structures for labor, material and equipment necessary to install a glass fused to steel bolted tank in the amount of \$1,048,000.00. (A)
(Presenter Public Works Director Wiley)

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

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A. Approval of Ordinance No. 1497, Series 2025 to amend the 2025 Budget Expenditure Appropriations (Budget Supplemental Ordinance), on initial posting and set the Public Hearing for June 19, 2025. (A)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A. Approval of a Special Event Liquor License for America's Mountain Festival to be held on July 5, 2025. (QJ)
(Presenter Deputy City Manager Leclercq)
- B. Approval of a transfer of a Hotel and Restaurant Liquor License from Pikes Pike BBQ to Pikes View BBQ located at 1139 East Highway 24. (QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)
- C. Approval of Ordinance No. 1496, Series 2025, an Ordinance of the City Council of the City of Woodland Park, Colorado, confirming the repeal by the City Council on March 10, 2025, of the portion of the City Sales Tax that formerly supported the Woodland Park School District, thereby reducing the City Sales Tax by 1.09%, as of March 10, 2025. (L)
(Presenter City Attorney Williams)

10. NEW BUSINESS

(Public comment may be heard)

- A. Discussion of appointment of new City Councilmember. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)
- B. Approval of the City Manager's Contract for the 2025 -2026 year. (A)
(Presenter Mayor Case)

11. REPORTS

(Public comment not necessary)

- A. Mayor's Report
- B. Council Reports

- C. City Attorney's Report
- D. City Manager's Report

12. ADJOURNMENT

Key to agenda abbreviations:

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

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

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



City of Woodland Park

May 15, 2025 at 6:30 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Mayor Case called the regularly scheduled Council Meeting to order with the following Councilmembers present: Mayor Case, Mayor Pro-tem Nakai, Councilmember Bryant, Councilmember Geer, and Councilmember Jones appeared via zoom. Councilmember Smith was absent.

The following staff members were in attendance: City Manager Vassalotti, Deputy City Manager/City Clerk Leclercq, Public Works Director Wiley, Planning Director Schminke, Communications Manager Higginbotham and Deputy City Clerk Sauer.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Presentation of Whole Blood Resuscitation by EMS in Teller County - a critical life-saving initiative. (A)
(Presenter Dr. Sean Keenan, Teller County EMS Medical Director, UC Health)

Dr. Sean Keenan, Teller County EMS Medical Director, UC Health, shared the benefits of Whole Blood Resuscitation and shared information on the Teller County Initiative. Dr. Keenan shared that they hope to launch the program this summer. Dr. Keenan shared that since the program launched in Colorado Springs, 80 field transfusions have occurred, saving 60 lives.

The council thanked Dr. Keenan for his presentation.

- B. Economic Impact Presentation. (A)
(Presenter Charis Bible College)

Tom Binnings from Charis Bible College shared a report on the Economic and Tax Impacts of Charis Bible College and Andrew Wommack Ministries.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

None.

5. CONSENT CALENDAR

- A. Agreement between RME Ltd, LLL Elite Surface Agreement between RME Ltd, LLL dba Elite Surface Infrastructure and the City for Woodland Park in the amount of \$659,568.31 for Infrastructure improvements on Browning Avenue.
(A)
(Presenter Public Works Director Wiley)

Approval of an agreement between RME Ltd. Surface Infrastructure and the City of Woodland Park in the amount of \$659,568 for Infrastructure improvements on Browning Avenue.

Motion: to approve an agreement between RME Ltd, LLC, Elite Surface Agreement between RME Ltd, LLC, dba Elite Surface Infrastructure and the City of Woodland Park in the amount of \$659,568.31 for Infrastructure improvements on Browning Avenue. Geer/Nakai. Motion carried 5-0.

B. Approval of the May 1, 2025, Regularly Scheduled City Council Meeting Minutes. (A)

(Presenter Deputy City Manager/City Clerk Leclercq)

Approval of the May 1, 2025, Regularly Scheduled City Council Meeting Minutes.

Motion: to approve the May 1, 2025, Regularly Scheduled City Council Meeting Minutes. Bryant/Geer. Motion carried 5-0.

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

Patricia Hines thanked the Council for all they do and for all they go through being in their positions. Hines also thanked former City Councilmember Harvey for all of her service to the City of Woodland Park.

Patricia Glatt shared concerns regarding the impact of Charis on the community. She shared that she felt that their financial impact was also a financial drain on the community.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

None.

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

None.

A. Approval of Ordinance No. 1496, Series 2025, an Ordinance of the City Council of the City of Woodland Park, Colorado, on initial posting, confirming the repeal by the City Council on March 10, 2025, of the portion of the City Sales Tax that formerly supported the Woodland Park School District, Thereby reducing the City Sales Tax by 1.09%, as of March 10, 2025 and set the Public Hearing for June 5, 2025. (L)

(Presenter City Attorney Williams)

City Attorney Williams shared the following information regarding the initial posting of Ordinance No. 1496, Series 2025.

- On March 10, 2025, by emergency Ordinance No. 1492, you as the City Council of Woodland Park repealed the portion of the City's sales tax that previously supported the Woodland Park School District.
- Because Council's action was by emergency ordinance, the City's sales tax rate was immediately reduced by 1.09%, to 3.00% and the City instructed retailers to begin collecting tax at the 3.00% rate.
- Section 7.7(c) of the Woodland Park City Charter states:
 - "An emergency ordinance shall not be in effect longer than ninety (90) days after passage, and shall not be extended as an emergency ordinance."

- However, pursuant to the TABOR Amendment to the Colorado Constitution (the Taxpayers Bill of Rights), any tax, *once repealed* (whether by emergency ordinance or otherwise) *may only be re-imposed* by voters at an election.
- *Notwithstanding* the explicit command of the TABOR Amendment, the fact that Ord. 1492 was approved as an emergency ordinance has led some people to speculate or opine that the 1.09% tax might be able to be recreated or reimposed, once the 90-day period for effect of the emergency ordinance expires.
- Again, it cannot, pursuant to TABOR, without an election (similar to the repeal and reimposition of *any* tax).
- Therefore, in order to clarify and memorialize Ordinance 1492's intent and remove any doubt or speculation as to permanent effect of Council's March 10, 2025 action repealing the tax (again, permanent effect, due to TABOR), *and* due to the language in Section 7.7(c) of the Charter, this Ordinance would memorialize such repeal with a regular, non-emergency ordinance.
- This can also be seen as procedurally a "*belt and suspenders*" approach, and a prudent recommendation to remove any doubt or confusion from the public, and resolve the express language in TABOR with the portion of your Charter relating to Emergency Ordinances.

The City Council had no questions regarding this ordinance and the following motion was made.

Motion: to approve Ordinance No. 1496, Series 2025, an Ordinance of the City Council of the City of Woodland Park, Colorado, on initial posting, confirming the repeal by the City Council on March 10, 2025, of the portion of the City Sales Tax that formerly supported the Woodland Park School District, thereby reducing the City Sales Tax by 1.09% as of March 10, 2025, and set the Public Hearing for June 5, 2025. Geer/Bryant. Motion carried 5-0.

9. PUBLIC HEARINGS

(Public comment may be heard)

A. America's Mountain Festival Special Event Temporary Use

Permit. Consider a request by Derek Waggoner (Applicant) and TAVA House Properties, LLC (property owners) for a Special Event Temporary Use Permit for a musical event for 3,500 attendees to operate before 7:00 AM and after 9:00 PM on July 5, 2025. The subject property is located west of Woodland Hardware in the E½ of Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone district.

(QJ) (Presenter: Planning Director Karen Schminke, AICP)

Prior to the review of this item, both Mayor Case and Councilmember Jones shared that they are both sponsors of this event but do not receive any financial benefit. They both shared that they had no Conflict of Interest and could hear this case objectively.

Planning Director Schminke reviewed her Staff Report regarding a Special Event Temporary use Permit for America's Mountain Festival.

Schminke shared the following:

BACKGROUND:

The City has received a written request for an inaugural event called America's Mountain Festival (an all-day music festival featuring a number of performers) for 3,500 attendees on July 5, 2025. The event's primary location is in downtown Woodland Park, south of Highway 24 and Bergstrom Park, and southwest of Woodland Hardware. On July 5th there will be street closures immediately adjacent to the venue, including Center Street south of Highway 24 and Saddle Club Avenue west of the entrance to Woodland Hardware. Woodland Hardware has consented to close off these surrounding streets on July 5th.

Activities on July 5th include set-up on the event site prior to 7:00 AM and clean-up after 9:00 PM. Per the event timeline submitted, on July 5th the music festival will be closed to attendees at 10:00 PM and completely shut down by 11:30 PM. Other set-up activities begin Thursday, July 3rd and clean-up is scheduled to conclude Monday, July 7th.

An event for 3,500 attendees requires 875 parking spaces; over 1,100 parking spaces are provided. As seen in the aerial photo on the prior page, parking is available at a number of locations; a shuttle bus is provided for those parking at the Saddle Club property. Additional details regarding the parking locations are:

- Event Site – parking for VIP ticket holders and artists can be accessed off S. Park Street.
- Park State Bank – providing parking July 5th & 6th
- Our Lady of the Woods Catholic Church – providing parking on the field at the south end of the Church property (excluding the paved parking lot due to Masses being held Saturday and Sunday). Festival organizers need to provide liability insurance, cones to block off the parking area and an attendant to control access. (148 spaces)
- Vectra Bank – allowing use of their land, so long as access to the drive-up lane to the ATM is not blocked.
- Woodland Park High School – allowing use of their parking lot (380 spaces)
- Saddle Club property – allowing use of their land for parking (610 spaces)

Attached to this report are a number of additional documents to further explain the details of this event. These items include:

- Detailed map of the primary venue area.
- Timeline of activities starting with set-up on July 3rd and concluding with the final clean-up on July 7th.
- Traffic control plan prepared by Work Zone and approved by City staff.
- Map identifying placement of light towers.

- Maps for the pedestrian crossing of Highway 24 and walking route to the High School.
- Maps for the shuttle bus route
- Shuttle bus schedule.

To address event security, the applicant will contract with a private security company for the purposes of handling this event. City of Woodland Park police officers will be on site to handle police related matters arising from anything that may come up. There has also been a request sent to the Sheriff's Office for additional sworn personnel to assist the City of Woodland Park PD as needed. The Sheriff's Office has received the request and has forwarded it to their patrol section.

Per the applicant and the website for this event, "This event is rain or shine event." However, in the event of potential inclement weather, the applicant has stated that situation will be handled as follows:

1. We will utilize the Weather Bug app. This is used in my school district and has proven to be very accurate when it comes to weather alerts. I have a lightening alert on my phone already
2. We will also utilize our ticketing system, TicketSauce. We can send out text and email messages through this system at any time for any reason.

Other items to note are:

- A. Per CDOT, a permit from them is not required.
- B. The permit from Colorado State Patrol is still pending.
- C. An application for special event liquor license is forthcoming.

APPLICATION REVIEW

This application was received on February 19, 2025, well in advance of the required minimum of 45 days prior to the event. The application was routed for review.

Pursuant to Municipal Code Section 18.62.050 B., City Council is the final review authority on Temporary Use Permits for special events that operate between the hours of 9:00 PM and 7:00 AM.

NOTICE

Public notice regarding Council review of this request was provided by publication as an agenda item, posted with a notice on the subject property, and letters mailed to adjacent property owners (MC §18.62.050 B.). As of the writing of this staff report, no additional comments or concerns were received.

STAFF RECOMMENDATION

Motion to **APPROVE** the Temporary Use Permit for a Music Festival at 201 Saddle Club Avenue subject to compliance with all Temporary Use standards in Municipal Code §18.62.050.C, and the following conditions:

1. Complaints. The Applicant shall be immediately responsive to complaints received.
2. Insurance. Provide the City with a copy of the event Certificate of Liability Insurance with the City of Woodland Park identified as additionally insured in the amount of \$1,000,000 for each

occurrence and \$2,000,000 for general aggregate. The insurance must cover all days of the event (July 3rd – July 7th) including all set-up and clean-up days.

3. Security. Site security shall be the responsibility of the Applicant and coordinated with Woodland Park Police Department.
4. CSP Permit. Provide a copy of the permit from the Colorado State Patrol.
5. Property Owner Requests. The Applicant must comply with any conditions property owners have requested for use of their property in support of this event.
6. Alcohol. Obtain the necessary special event liquor license. All alcohol service shall comply with the Special Event Liquor License.
7. Traffic Control Plan. The Applicant has obtained traffic control services through Work Zone. The traffic control plan has been prepared by Work Zone in coordination with the City of Woodland Park.
8. Business Licenses. The Applicant shall ensure that vendors that do not already have a City of Woodland Park Business License will complete a **1 to 4 Day Event License Application**. This application must be submitted to the Finance Dept. at least 1 week before the event. The **Sales/Use Tax Return** form with the collected sales tax must be submitted within 1 month after the event (Finance Dept. 719-687-5214).

Food. Comply with all Teller County Public Health and Environment (719-687-6416) (EH.Food@tellercounty.gov) requirements including submittal of a list of all food vendors attending that will be preparing and serving food. Vendors preparing food for public consumption shall require a Colorado or Teller County Mobile Food Truck License and

1. shall display the issued TCPHE approval certificate stating that they have been approved to serve food at special events in Teller County. Please note that food for the Public may not be stored or prepared at a private residence, but instead, food vendors must work with an approved Commissary kitchen. Contact Environmental Health (719-687-6416) for more information.
2. Sanitation. Toilet paper and paper towels for the portable toilets shall be provided by the Applicant and the Applicant shall ensure that all portable toilets are adequately stocked and maintained with paper supplies throughout the duration of the event. Handwashing stations must be located near the portable toilets.
3. Trash. The Applicant shall provide trash bins throughout the area. On and off-site trash, garbage or debris shall be cleaned up during and upon cessation of the event. All trash shall be picked up, bagged, and removed from the event site at the end of the event and final clean-up shall be completed by the end of the day on July 7th.
4. Event Hours. The Music Festival shall be open to patrons only between 11:30 AM to 10:30 PM, July 5th.
5. Notifications. At least two weeks prior to the event, the Applicant shall provide written notice to adjacent property owners and businesses of the event dates/times and any street closures or traffic control operations that may affect them.
6. Signs. A Sign Permit is required for banners or other signs posted longer than 24 hours.
7. Mowing. All grassy areas used for parking (Event Site, Our Lady of the Woods, and Saddle Club property, etc.) and the event site area shall be mowed to no more than 4 inches in height prior to parking any vehicles, assembling the stage platform, or any vendor set-up.

8. Tents. Applicant shall comply with the attached *Temporary Tent & Canopies Structure Checklist*. Stakes are not permitted in the ground and open flame cooking shall only be permitted in approved and labeled tents with fire extinguishers handy.
9. Access. Vehicular/pedestrian access to surrounding businesses shall not be obstructed nor shall event participants/volunteers park in spaces dedicated to surrounding businesses unless permitted by the affected business.
10. Curbs & Sidewalks. Vehicles shall not traverse or park on City sidewalks or curbs.
11. Noise. The Event shall at all times be subject to Municipal Code §9.41 *Noise*, except as herein waived.
12. Generators. All generators shall be turned off by 11:30 p.m.
13. Lighting. All lighting for the special event shall be downcast and fully shielded.

Following questions from the Council regarding security, parking, severe weather and traffic, Mayor Case opened the Public Comment portion of the Public Hearing. There being no Public Comment Case closed the Public Comment portion and the following motion was made.

Motion: to approve America's Mountain Festival Special Event Temporary Use permit to include all conditions listed in the Staff Report. Nakai/Bryant. Motion carried 5-0.

B. Woodland Station Filing No. 2 Subdivision - Preliminary Plat Amendment (A25-0051) & Final Plat (A25-0022): A request by Tava House Properties LLC (Applicant and Property Owner) to amend the previously approved Preliminary Plat and approve a subdivision Final Plat to plat 6.69± acres into three lots and two tracts. The subject property is located west of Woodland Hardware in the E½ of Section 24, T12S, R69W of the 6th P.M., (201 Saddle Club Avenue) in the Central Business District (CBD) zone. **(QJ)** (Presenter, Planning Director Karen Schminke, AICP)

Planning Director Schminke introduced the Woodland Station Filing No. 2 Subdivision Preliminary Plat and shared the following Staff Report with the Council:

The subject property was historically owned by “The Saddle Club” and is where rodeos and dances were held in the city. In 2008, it was sold to the City of Woodland Park and its Downtown Development Authority (DDA). The DDA had previously adopted a Foundation Plan on February 21, 2002. Located in the center of the DDA area is the subject property: a 6.63-acre parcel that abuts Bergstrom Park to the north and is bordered by S. Center Street, Saddle Club Avenue and South Park Street to the east (outlined in red in Figure 2a).

In April 2023, the City of Woodland Park and the DDA approved a Plan of Development for a four phase mixed use development on the subject property. Figure 2b depicts phases 1-3 of the Plan of Development; phase 4 is located south of Saddle Club Avenue and encompasses the southern two-thirds of the property.

The following items were considered during the review of the Plan of Development and it was noted these items would be addressed in more detail in subsequent applications: lot configuration, infrastructure, environmental concerns, site access and circulation, land uses, parking, architectural design, landscaping, parks & trails, and historical assets. It was also noted that since the primary

access into the property is from Highway 24, CDOT review would be necessary and they might require improvements such as changes in signalization or turning lanes, which could potentially impact Bergstrom Park.

Upon recommendation of the DDA, City Council approved an agreement with Tava House Properties, LLC, who would serve as the “Master Developer” to develop the property per the Plan of Development. City Council then authorized the sale of the subject property to Tava House Properties, LLC for this purpose.

SITE AND SURROUNDING PROPERTIES

Per the City of Woodland Park Zoning Map (shown in Figure 3a & 3b), the subject property, an ‘L’-shaped parcel outlined in red in Figure 3b, is located in the Central Business District (CBD) zone, which is shared by the land to the north, west, and south. The property is also part of the Woodland Station Overlay District (shown in Figure 3a), which builds upon the allowed uses, development patterns, and bulk standards found in the Central Business District. Flexibility may be allowed with respect to scale, mass, architectural design, and overall site design. The district was established in 2007 for the purposes of guiding the architectural and site planning components of development within the Woodland Station Overlay District to achieve a scale and quality of development consistent with the key location of the Woodland Station in the heart of the Central Business District.

Directly to the west of the subject parcel lies three vacant properties: the northern one is unplatted and owned by Beer Garden Lane Development, LLC, the middle lot is owned by the City, and the southern parcel is unplatted and owned by Park Contractor Storage, LLC.

The City owned lot, Lot 2 of the Vectra Bank Subdivision, was acquired by the City in 2015 and per the Ordinance authorizing the purchase, the purpose being “the City desires to construct and install or cause to be constructed and installed various facilities and improvements in order to provide public transportation, public parking and public utilities through Woodland Station, including but not limited to parking, streets, curb, gutter, drainage, water, sanitary sewer, power, cable and telephone.” There has also been discussion about using the City owned lot, as well as the 24’ access easement through the southern portion of Lot 1, Vectra Bank Subdivision, to connect the Saddle Club Avenue extension through to West Street.

The north side of the proposed development is bordered by Bergstrom Alley, on the other side of which lies Bergstrom Park. To the northeast, across Saddle Club Avenue and S. Center Street, is the location of Woodland Hardware and Home. The Hackman’s Addition residential development is located to the east and zoned Urban Residential (UR). The Ute Chief Mobile Home Park adjacent to the southern property boundary is zoned Central Business District (CBD), and beyond the mobile home park is the Dewell Addition residential development, zoned Urban Residential (UR).

The uses and zone districts for the area immediately surrounding the subject property are as follows:

USE ZONE

North North of Bergstrom Alley – Bergstrom Park North of Saddle Club Avenue – Woodland Hardware and Home CBD

South Ute Chief Mobile Home Park and the Dewell Addition CBD & UR

West Commercial Businesses including Vectra Bank Beer Garden Lane Development property – currently vacant City-owned property – currently vacant Park Contractor Storage, LLC – currently vacant CBD

East Woodland Hardware and Hackman’s Addition CBD & UR

COMPREHENSIVE PLAN

Within the City’s Comprehensive plan, the Future Land Use Map (Figure 4) identifies “Downtown Mixed Use” as the desired use type for this area where the subject property is located.

Traditionally, mixed-use is an alternative to single-use zoning (i.e. residential zone, commercial zone, or industrial zone) and is typically thought of as having street-level retail and commercial uses with residential units in the upper floors of the same building.

Chapter 4 of the Comprehensive Plan addresses Community Character and Design. Pages 38-39 of the chapter contain a vision for the development of Midland Avenue which identifies:

“residents would like to see the Woodland Station area developed as a mixed-use area that can support community events and fill in the currently vacant downtown areas.”

The Comprehensive Plan does not provide any additional specific information for what constitutes ‘mixed-use’ nor does the City Code contain a formal definition for this term.

PRIOR APPLICATIONS and AGREEMENTS

Since the property was sold to Tava House Properties, LLC in April 2023 a number of applications, permits, and agreements have been authorized. Below is a summary of those items.

Subdivision Sketch Plan

June 8, 2023 – Review comments from City staff as well as review agencies (CDOT, CORE, etc.) regarding the feasibility and design of the proposed subdivision were provided to the Developer to assist with the preparation of the preliminary plat application. In addition to affirming the standard development process and relevant City Code sections it was noted the Developer would need to address the following topics: Site Access and Circulation, Easements, Parks & Trails, Natural Drainage Courses, and Environmental Concerns.

Preliminary Plat

February 1, 2024 – Woodland Park City Council conditionally approved a Preliminary Plat for the future subdivision of the 6.63 acres into one lot and two tracts. As shown in Figure 5a, and consistent with Phase 1 of the approved Plan of Development, Lot 1 was to be a total of 0.35 acres and would be the only initially developable lot. Tracts A and B were both identified for future development.

The conditions of approval for the preliminary plat required by City Council [and the current status] are:

1. Prior to any construction on the subject property, the applicant must enter into a Subdivision Development Agreement (SDA) for the public improvements being installed as a part of this subdivision. [An SDA was approved by City Council on August 1, 2024 and was recorded October 23, 2024.]
2. Development of Lot 1 of this subdivision is subject to approval of all applicable Zoning Development Permits through the City of Woodland Park Planning Department and a building permit through Pikes Peak Regional Building Department. [The SDA authorized the Developer to begin construction of the Restaurant building prior to approval and recording of the Final Plat (SDA §20.b.) The City ZDP was approved October 29, 2024 and the PPRBD permit approved.]
3. The applicant must resolve dedication of the right-of-way shown on the western edge of the property, either via separate instrument prior to final plat recordation, or by including the subject properties and associated property owners in the forthcoming final plat application. [Dedication and recording requirements are detailed in SDA §5.b.]
4. The applicant must address the loss of public park land in Bergstrom Park, as well as future public and open space in the final plat submittal to the City. [SDA §3.c. references City Charter §15.2(b) and notes a separate public hearing process is required. The Developer provided a detail of the affected park area April 15, 2025.]
5. The potential relocation of the historical “COG Car,” currently located on Lot 1 of the proposed plat must be addressed in the final plat submittal. Appropriate easements should be put in place if it is to remain anywhere on the subject property. [The Cog Car was relocated from the subject property to the Centennial Trail Head at 710 W. Midland Ave. in June 2024.]
6. The applicant must address all comments and redlines from City staff and external review agencies from the Preliminary Plat and Site Plan Review before the submittal of Final Plat and Zoning Development Permits. [Zoning Development Permit issuance was superseded by the SDA. The redline comments were addressed and the preliminary plat plan set was conditionally approved February 11, 2025.]
7. As part of the Final Plat application, all CDOT comments, including an escrow account for required public improvements, must be addressed. [This item was superseded by the SDA §25 and §20.c.]
8. The Preliminary Plat, as well as future Final Plats for this development, must be revised to meet the standards found in MC.17.40.170 for location and size of easements. [Easement information is included in the Final Plat application.]

Information not available when this initial Preliminary Plat application was reviewed were details for any Highway 24 turn lanes and their associated impact to Bergstrom Park. Also not available was an updated Phase 1 Environmental Impact Statement for the subject property or any associated updates to the Colorado Department of Public Health and Environment’s (CDPHE) Voluntary Clean-up Program (VCUP) for this property.

At the time of the initial Preliminary Plat approval, Planning Commission and City Council were shown the site plan, preliminary landscaping plans, and a rendering for the TAVA restaurant (Figure 5b) to be

constructed on what is to be platted as Lot 1. Siting a restaurant at this location does not require public hearings and is instead subject to subsequent administrative review and approval by City staff.

Since City Council approved the Preliminary Plat for Woodland Station Filing No. 2 February 1, 2024, a number of activities have occurred. Below is a brief timeline of what has transpired:

- May 2024 – City staff and Tava team began work on the subdivision development agreement (SDA) for this development.
- July 11, 2024 – Grading Permit for the subject property was administratively approved.
- August 1, 2024 – City Council approved a Subdivision Development Agreement with Tava House Properties, LLC which was recorded October 23, 2024. An SDA is a legal contract between the developer and the municipality that outlines the terms and conditions under which a parcel of land can be developed. Included within the SDA are a copy of the approved Construction Documents and cost estimates to complete the required improvements. The developer provided financial security for the required improvements.

This SDA allows Tava to concurrently:

- o complete the City entitlement process (finalize the preliminary plat and site plan documents, then complete the Final Plat process and have that document recorded);
- o construct the infrastructure and public improvements for the development;
- o construct infrastructure on property owned by Beer Garden Lane Development, LLC and the City of Woodland Park;
- o construct the building on Lot 1 of Woodland Station Subdivision, Filing No. 2 (Tava House Restaurant) prior to approval and recording of the Final Plat;
- o allows extended hours for construction (6 AM – 10 PM) through May 31, 2025;
- o enables Tava to work directly with CDOT regarding the timing and escrow of CDOT improvements as these are controlled by and handled through CDOT;
- o recognizes the process to determine compensation to the City for the encroachment into Bergstrom Park encroachment (reference City Charter Sec. 15.2(b));
- o provided alternative timeline for finalizing landscaping plans and installation of the required landscaping.

October 29, 2024 – Zoning Development Permit for Tava House Restaurant was conditionally approved for the construction of the TAVA restaurant building. Pikes Peak Regional Building Department issued a building permit on October 30, 2024 and construction of the building started shortly after.

- February 11, 2025 – Preliminary Plat Documents associated with the February 1, 2024 City Council approval were conditionally approved.

· March 18, 2025 – Applications to amend the preliminary plat and requesting approval of the Final Plat for Woodland Station Filing No. 2 were submitted.

CURRENT PROPOSAL

On March 18, 2025 the City of Woodland Park received an application from Tava House Properties, LLC requesting an amendment to the Preliminary Plat and a Final Plat application for Woodland Station Filing No. 2. The prior conditionally approved Preliminary Plat proposed subdividing the 6.63 acres into one 0.35 acre lot and two tracts (Tract A to be 0.95 acres and Tract B to be 4.77 acres in area).

The applicants are now requesting approval of an amendment to the Preliminary Plat as well concurrent approval of the associated Final Plat. The purpose of the preliminary plat is to identify and resolve technical details associated with the proposed subdivision design and necessary infrastructure to be constructed. The final plat is the legal document that, after approval and signatures, is recorded in the Teller County Clerk and Records office. After the final plat is recorded the lots and tracts identified on the plat can be sold separately.

Lot and Tract Configuration

Lot 1 (0.35 acres) is located west of S. Center Street just south of Bergstrom Park and is where the Tava House Restaurant is currently under construction. Lot 2 (0.40 acres) is located along S. Pine Street between Bergstrom Alley and Saddle Club Avenue. Lot 3 (0.16 acres) is located at the northwest corner of S. Center Street and Saddle Club Avenue. The developer considers Land 3 to be “pad-ready” development sites. Tract A (0.39 acres) is located in the center of the three lots and is labeled as “Future Public Plaza”. These three lots and Tract A are consistent with Phases 1-3 of the approved Plan of Development.

Tract B (4.63 acres) is located south of Saddle Club Avenue and is labeled for “Future Development” which consistent with Phase 4 of the approved Plan of Development. Located within Tract B is a drainage easement and a detention pond. The detention pond serves the general area and was constructed concurrently with Woodland Hardware. It is anticipated that the location of this pond will change as part of the future platting and development of Tract B.

Site Access and Circulation

The primary access point into the site is from Highway 24 via S. Center Street. South Center Street was platted as part of Woodland Station Filing No. 1. This right-of-way is 74 feet wide to accommodate on-street parking. Bergstrom Alley, along the north side of the subject property is currently 15-feet wide; an additional 5 feet of right-of-way is being dedicated to increase this to 20-feet in width. Saddle Club Avenue is being extended to the west through the subject property. This proposed right-of-way will be approximately 73-feet in width to accommodate both on-street parking and utility easements.

South Pine Street is being constructed along the west side of the subject property between Bergstrom Alley and Saddle Club Avenue. This right-of-way will be approximately 49-feet in width, 15-feet of which is currently off-site on property owned by Beer Garden Lane Development (BGLD) and the City of Woodland Park (Lot 2 Vectra Bank Subdivision). The property owner for BGLD provided written consent to this and will be conveying the land to Tava for inclusion in the final plat. Permission to

construct improvements on the City owned parcel was granted as part of the terms agreed upon in the SDA.

Easements

Since the initial preliminary plat application was conditionally approved, the Developer has further refined the size and location of easements needed for this subdivision. Consensus has been reached between City Staff, CORE Electric, and the Developer to locate some of the easements within S. Center Street and Saddle Club Avenue right-of-ways since these are wider than the typical 50-feet. A drainage easement and an easement for the detention pond are identified on Tract B. Rather than locating public sidewalks within the right-of-way, the Developer is providing a "Public Improvements Easement" for this purpose. The "Public Improvements Easement" along Bergstrom Alley also include parking spaces.

The proposed public utility easement on the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are located outside the land area that is the subject of this subdivision plat. These easements will need to be established via a separate document and after they are recorded with the Teller County Clerk and Recorder the reception number must be added to the Final Plat.

An electric transformer is proposed to be located in a landscape area at the southeast corner of Bergstrom Alley and S. Pine Street. This placement will reduce the amount and type of landscaping that can be placed at this location. The final landscaping plan was submitted prior to finalizing easements, as a result it needs to be revised to reflect the updated easement locations.

Landscaping Plan

A preliminary landscaping plan was available when the original preliminary plat was conditionally approved. The addendum to the SDA provided an alternative timeline for finalizing landscaping plans and installation of the required landscaping. Per the ZDP issued on October 29, 2024 for the construction of the Tava House Restaurant, the final landscaping plan must be approved prior to recording the Final Plat.

The proposed final landscaping plan identifies the location, type and quantities of plants to be installed along S. Center Street, Saddle Club Avenue, South Pine Street, and along the south side of Bergstrom Alley. However it does not address the loss of trees within Bergstrom Park nor revegetation of the area where the access into the park off S. Center Street is being removed. The caliper size specified for the proposed deciduous trees (2.0") does not meet the City requirement for 2.5". Due to our dry climate an irrigation system is necessary to support the vegetation being installed and a separate irrigation tap is recommended.

An additional item to note is, street lights are not identified on the landscape plan, nor were they part of the previously approved construction drawings.

CDOT

The need to engage with Colorado Department of Transportation early in the development process was noted during review of the Plan of Development in early 2023. CDOT has been involved

throughout all phases of this development process and their comments have not changed; their most recent comments were provided on March 21, 2025:

- Three access permits are required for this development for the following locations:
 - o S. Center Street: Construction of an eastbound right-turn deceleration lane and modification of the median to extend the existing westbound left-turn deceleration lane.
 - o N. Park Street: Modification of median converting the intersection to right-in/right-out only for the north leg and three-quarter movement (left-in/right-in/right-out only) for the south leg
 - o South Fairview Street: No improvements, documentation of traffic volumes only
- CDOT Access permit applications have been received for Center and Park Streets and are currently on hold awaiting additional information. An access permit application has not been received for Fairview Street.
- Final approval of Design Waiver is still pending.
- Updated plans per CDOT redlines/comments are required.
- The Traffic Impact Study will need to be revised/updated to ensure the land use is accounted for with the new lot configuration in the plat amendment.

On April 18, 2025 the Tava team and City Staff met with CDOT to review the comments listed above and two Highway 24 turn lane design concepts. At that time it was noted that in addition to the improvements currently required, the CDOT access permits will need to be updated when Lots 2 and 3 begin development and that additional access and improvements will likely be required at that time.

As of May 2, 2025, approval of access permits and improvements for this initial stage of development is still pending. Per the recorded SDA, the required CDOT permits and construction must be completed before a Certificate of Occupancy will be issued for the Tava House Restaurant.

Bergstrom Park Impacts

Bergstrom Park's parking lot is currently accessed from S. Center Street. Figure 6c provides an aerial view of the current park access. Due to traffic issues, this access into Bergstrom Park is being closed and relocated to the west along Bergstrom Alley which is consistent with the previously approved Construction Documents included within the recorded SDA. This new access into the parking area will result in the loss of three mature trees.

Detailed information regarding the portion of Bergstrom Park that would be impacted by the addition of a dedicated eastbound right turn lane off Highway 24 onto S. Center Street was not available when the original preliminary plat application was reviewed. This outstanding item was noted as needing to be resolved in both the preliminary plat conditions of approval as well as in Section 3.c. of the SDA.

The Developer provided a detail of the impacted area on April 15, 2025 (Figure 6d). The addition of the turn lane requires the sidewalk to be relocated into the park area and the landscaping area between the highway and parking spaces within the park will be eliminated. This will result in the loss

of five mature trees and a number of shrubs. Street lights along Highway 24 will also need to be relocated.

Section 3.C of the recorded SDA states that the Owner of the subject property will compensate the City for the loss of this approximately 1,300 square feet of park land. Payment amount due will be assessed based on the actual land area impacted by the infrastructure encroachment into the Bergstrom Park parcel, and upon the determination of City Council after the public hearing. The total amount the Owner will pay the City is still not agreed upon. Per the recorded SDA, this items must be completed before a Certificate of Occupancy will be issued for the Tava House Restaurant.

Environmental Concerns

During review of the Plan of Development in early 2023 a concern regarding potential environmental concerns was noted. Back on November 18, 2008 CDPHE approved a VCUP (Voluntary Clean-up Program) for the Woodland Station property. Due to delays in development of the property that previously approved VCUP had expired. Tava House Properties, LLC has since contracted with Matrix to prepare a Phase 1 Environmental Assessment Update for the property; that report was not available during the original preliminary plat application review and was completed February 2024. The developer is currently working with Colorado Department of Public Health (CDPHE) to ensure that all rules and regulations are being followed.

ANALYSIS OF PRELIMINARY PLAT AMENDMENT AND FINDINGS

This application to amend the Preliminary Plat was reviewed under Title 17 Subdivisions of the City of Woodland Park Municipal Code. In italics below are the relevant plat and design standards applicable to this application, followed by a staff analysis. A full copy of the Preliminary Plat is attached to this Staff Report as part of the application. Below is a listing of the applicable subdivision standards from Code Section 17.20 complete with staff's analysis:

§17.20.010 Preparation process. After the subdivider has received written comments from the city planner, a preliminary plat shall be prepared by a surveyor, architect, professional planner or professional engineer for presentation to the planning commission. The preliminary plat shall be processed as follows: Twenty-five blueline copies and one reproducible copy of the preliminary plat shall be presented to the city planner along with the required supplemental material at least twenty days prior to a regular planning commission meeting. If the plat is in compliance with these regulations, the city planner will furnish the following agencies with a copy for their review and comments; all public utilities companies, the school district, Teller County, and the State Highway Department (where a subdivision borders on a state highway). The city planner may delay a preliminary plat for one regularly scheduled planning commission meeting if further processing is required.

Complies. The Preliminary Plat amendment was discussed during a pre-application conference with the applicant, applicant's engineer, and City Staff prior to submittal of the application. This proposal is still consistent with the Plan of Development that was approved by City Council in April 2023. The application was distributed to appropriate agencies for their review and comment, comments returned to the applicant, who has been addressing those comments and redlines.

§17.20.060 Design and drawing. The Preliminary Plat shall be prepared as follows;

A. The design should be in accordance with the subdivider's plans for actual development and therefore, should be a true representation of the subdivision which may eventually be recorded.

B. The drawing shall be made at a scale of one-inch equals one hundred feet. A map of twenty-four (24) inches by thirty-six (36) inches is required. If more than on page then an index page shall be provided.

Complies. The Preliminary Plat plan set is generally acceptable. As of May 2, 2025 several small revisions to the preliminary plat plan set are still required.

§17.20.070 Information (A through Q).

Complies. This section is long list of technical information required to be contained on the Preliminary Plat which must be prepared by a licensed professional land surveyor. Rampart Surveys, LLC is the Colorado licensed professional Land Surveyor for this project. The Preliminary Plat is a true representation of the subdivision as the applicant intends to record it. As of May 2, 2025 several small revisions to the preliminary plat plan set are still required.

§17.20.080 Supplemental Material. The preliminary plat shall be accompanied by the following supplemental material:

A. A letter of intent addressed to the city council and planning commission containing the following:

1. A brief description of the tract, i.e. general location, physical features of the land, total acreage;
2. Existing and proposed zoning;
3. Proposed number of building sites and typical lot size;
4. Proposed structures;
5. A statement detailing how and when the subdivider proposes to provide and install all required sewers, water mains, pavement, sidewalks, drainage ways, trails and other utilities, i.e., electric, gas, telephone, as required;
6. Any proposed variances from the subdivision regulations;
7. Any additional information deemed necessary by the city staff;
8. Signature of the subdivider;
9. A written proposal explaining the subdivider's intent with regards to the dedication of parks, recreation areas, and open spaces and/or parks capital fees of land, the location within the tract or the amount of fees required for approval. (Continued)

Complies. The letter of intent was submitted containing the necessary information required above.

B. Master Plan. When the preliminary plat covers only a part of the developer's contiguous holdings, twenty-five blueline copies and one reproducible copy of a proposed master plan for development of said contiguous holdings shall be furnished. A master plan need only be submitted with the first

preliminary plat submitted for the area and shall be processed along with the first preliminary plat, if not previously processed.

Not applicable. The Plan of Development was approved by City Council in April of 2023 and serves as the Master Plan for this property.

C. One copy of the accurate names and mailing addresses of the owners of all immediately adjoining land as their names appear on the tax records of the municipality or county. Also to be included are the names, mailing addresses and phone numbers of individuals or firms to whom notice of public hearings and billings for required fees (recording plats, public notices, sign postings, etc.) are to be sent.

Complies. Submitted with the application.

D. If evidence of a geological hazard is presented by the City at the sketch plan stage, the subdivider shall present geologic hazard information.

Not applicable. No geological hazards were identified during the sketch plan stage. A soils report is required when applying for building permits for any buildings.

1. *One reproducible copy and two blueline copies of a twenty-four-inch by thirty-six-inch plat or plats showing the following 1 through 4 items (existing and proposed utility line information, drainage, and street grades).*

Complies. The information within this code provision was included with the Preliminary Plat site plan. The drainage report dated May 14, 2024 addresses the existing stormwater ponds ability to accommodate stormwater associated with the development of this property excluding proposed Tract B. The report notes that “*future development, south of Saddle Club Road [Tract B] will require development of a sub-regional detention facility and consider relocation of the open channel reach of Fountain Creek currently bisecting the property.*” Additionally, the Purpose section of the report (on page 1) notes a final drainage report will be submitted with the Final Plat:

The proposed initial phase will utilize existing detention facility approximating historic release from areas of development. Analysis and design will be presented in the final drainage report submitted with the Final Plat and construction drawing application.

Since there are changes being made to the existing storm drain along Highway 24 due to the addition of the turn lane, the project engineer will need to provide confirmation that the available stormwater system can handle the change.

F. Applications for any proposed variances from the subdivision regulations. A petition for annexation where applicable. A PUD or other zoning change application where applicable.

Not applicable. No variances are proposed by the applicant, however staff identified a deviation from the subdivision standards (MC Section 17.40.170) in regards to easements. Proposed easements either meet standards set forth in §17.40.170 or have been determined to be acceptable to the City of Woodland Park and the utility providers.

G. One copy of a preliminary utilities report as described in the city engineering specifications (if required).

Complies. The preliminary plat plan set indicates that water and sanitary connections will be made to existing City infrastructure located within the right-of-way of Saddle Club Ave., S. Center St., and Bergstrom Alley. The initial submittal for this preliminary plat amendment noted the location of service lines from City utility lines to the proposed lots but that information has been deleted from the revised drawing set. Construction documents for this infrastructure were approved prior to this requested amendment. The project engineer will need to update the construction documents to ensure the service lines align with the appropriate Lot and the installations will need to be included in the as-built documents.

H. A letter from the surveyor of the plat stating the total area of lots by zone, the area of streets and alleys, and the area of proposed park sites or open spaces and other lands to be dedicated to the city.

Complies. The Preliminary Plat indicates areas for lot and tract uses as well as right-of-way. The current proposal shows improvements in existing public park land. Changing traffic patterns along US-24, S. Center St., and Bergstrom Alley will greatly impact the pedestrian experience along the adjacent sidewalks, as well as overall open space and number of trees in the area. The applicant's stated intention is that the loss of public space will be mitigated by the addition of a public plaza on Tract A, however no date has been provided for when this plaza will be constructed.

1. *Completed checklist of Teller County School District RE-2.*

Not applicable. Approved by the City.

J. Building envelopes and a driveway plan shall be submitted for all hillside lots showing the lot area from the street to the minimum building setback line at a scale of at least one inch equals one hundred feet, and showing a driveway location which conforms to city engineering specifications.
Not applicable. None of the lots in this subdivision are designated as 'hillside lots'.

ANALYSIS OF FINAL PLAT AND FINDINGS

The final plat shall contain the following information per MC §17.24.080:

§17.24.70 A. Completed plat preparation. *The design should conform to the preliminary plat, if applicable, as conditionally approved, except that the final plat may constitute on that portion of the approved preliminary plat which is proposed for immediate recording.*

Complies. The Final Plat design does conform to the preliminary plat.

17.24.080 Information. *Note: This is lengthy list of technical information required to be contained on the Final Plat and prepared by a licensed professional land surveyor.*

Complies. The applicant has included all required information on the Final Plat and the document is generally acceptable. As of May 2, 2025 several small revisions to the final plat document are still required

17.40.010 - Purpose. *The character and environment of the City of Woodland Park for future years*

will be greatly affected by the design of subdivisions and the plats that are approved by the City. Planning, layout and design of a subdivision are of the utmost concern. The residents must have available to them within the area, safe and convenient movement to points of destination or collection. Modes of travel to achieve this objective should not conflict with each other or with abutting land uses. Lots and blocks should provide desirable settings for the buildings that are to be constructed, make use of natural contours and protect the view, afford privacy for the residents and protection from adverse noise and vehicular traffic. Natural features and vegetation of the area must be preserved if at all possible. Schools, parks, churches and other community facilities should be planned as an integral part of the area. In order to meet the above objectives, the city encourages innovative subdivision design.

Complies. *This subdivision provides for safe and convenient vehicular and pedestrian movement in compliance with City standards. It is consistent with the approved Plan of Development for the area and will add to the vitality of the downtown.*

§17.40.050 – Streets – Frontage. *No subdivision shall be approved unless the area to be subdivided shall have a frontage on an existing street shown upon approved by the planning commission and city council and recorded in the county clerk and recorder's office. Wherever an area to be subdivided is to utilize an existing adjacent street, the subdivider shall be required to improve said street to city specifications.*

Complies. *All proposed lots have sufficient frontage.*

§17.40.170 – Easements. *Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot lines abuts on property outside of the subdivision of which there are no easements provided for of at least ten feet in width, then easement or alley on the rear lot lines in the subdivision shall be at least twenty foot in width. Side lot easements, where necessary shall be at least ten feet in width, five feet of which shall be on each side of a common lot line. Where required, easements for public sewer of water shall be required with the width to be determined in accordance with the city engineering specifications.*

Complies. *Proposed easements either meet standards set forth in §17.40.170 or have been determined to be acceptable to the City of Woodland Park and the utility providers. The public utility easement on the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are located outside the land area that is the subject of this subdivision plat. These easements will need to be established and via a separate document and after they are recorded with the Teller County Clerk and Recorder the reception number must be added to the Final Plat.*

§17.40.210 – Lots. *The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots on compliance with the zoning ordinance and in driveway access to buildings on such lots from an approved street.*

Complies. *Staff believes that it is possible to build on all three proposed lots in compliance with the zoning ordinance and all lots and buildings can be accessed from an approved street. As noted previously in this report, in addition to the improvements currently required by CDOT, the CDOT access permits will need to be updated when Lots 2 and 3 begin development and that additional access and improvements will likely be required at that time.*

§17.40.250 – Land use intensity ratios. *Each single family lot resulting from a new subdivision or replat of an existing subdivision shall include a lot coverage standard as permitted in the Table LCS below. Lot coverage is that are of the lot that is covered by a principle building or accessory building. Driveways, decks, and patios are not calculated as part of the lot coverage standard.*

Not applicable. Residential uses are not part of this current proposal.

§17.36.020 – Park capital fees or dedication of land. *Every major or minor subdivision which is platted for residential use shall pay a park capital fee in the amount established by the city council per resolution for public parks, recreation areas and open space. The city council based upon advisement from the parks and recreation advisory board and subsequent recommendation by the Planning Commission may, at its option subject to policy established by Section 17.36.050 require land dedication on the amount of 0.027 acres per residential unit. In a cluster development, this land shall not count toward the minimum required open space.*

Not applicable. Residential uses are not part of this current proposal. Tract A is labeled for use as a 'Future Public Plaza'.

REFERRALS AND NOTIFICATIONS

Adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission and City Council public hearings. The site was posted with public notice posters and notice of the public hearings was published in the Pikes Peak Courier in compliance with the Municipal Code.

The application was routed with referral requests sent to City departments including the City Attorney, the City Manager, the City Clerk, Utilities, Public Works, Police Department, Planning and Building and external agencies including Northeast Teller County Fire Protection District, Black Hills Energy, Core Electric, Colorado Department of Transportation, Century Link/Lumen, and TDS Telecom.

A copy CDOT's most recent comments dated March 21, 2025 are attached. Comments provided by CORE have been resolved and the resolution is reflected on the proposed preliminary plat amendment plan set and proposed final plat document.

PUBLIC COMMENT

To date, Staff has received only one written public comment on the proposal (copy attached).

PLANNING COMMISSION RECOMMENDATION

Preliminary Plat

The City of Woodland Park Planning Commission held a public hearing on May 8, 2025 and after consideration of the findings described in the staff report and comments made at the public hearing, the Planning Commission recommended that City Council approve the Woodland Station Filing No. 2 Preliminary Plat Amendment No. 1 to plat 6.69 acres into three lots and two tracts subject to the following conditions:

1. Conflicts between easement locations and the final landscaping plan must be reconciled.

2. The project engineer must provide confirmation that the available stormwater system can handle the addition of the turn lane in Highway 24 adjacent to Bergstrom Park.
3. Per the project engineer's May 2024 drainage report, a final drainage report must be submitted for the Final Plat.
4. The project engineer must confirm or provide an update to the construction documents to ensure City utility service lines align with the appropriate Lot.
5. All comments and redlines from City staff and external review agencies must be resolved.
6. Preliminary Plat Amendment drawing set must be finalized and approved with all signatures.
7. Final Plat

The City of Woodland Park Planning Commission held a public hearing on May 8, 2025 and after consideration of the findings described in the staff report and comments made at the public hearing, the Planning Commission recommended that City Council approve the final plat for Woodland Station Filing No. 2 to plat 6.69 acres into three lots and two tracts with the condition that the final plat may be recorded after:

1. Preliminary Plat Amendment drawing set has been finalized and approved with all signatures.
2. All comments and redlines from City staff and external review agencies regarding the final plat document have been resolved.
3. Final landscaping plan, including an irrigation system, has been approved.
4. Recording reception number for the conveyance of the 15-foot strip of land from Beer Garden Lane Development to Tava House Properties, LLC is added to the final plat.
5. Recording reception number for the establishment of the public utility easement along the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are added to the final plat.
6. Transportation Capital Fee in the amount of \$67,984.00 has been paid.

8. RECOMMENDATION

Preliminary Plat

Approve the Woodland Station Filing No. 2 Preliminary Plat Amendment No. 1 to plat 6.69± acres into three lots and two tracts subject to the following conditions:

1. Conflicts between easement locations and the final landscaping plan must be reconciled.
2. The project engineer must provide confirmation that the available stormwater system can handle the addition of the turn lane in Highway 24 adjacent to Bergstrom Park.
3. Per the project engineer's May 2024 drainage report, a final drainage report must be submitted for the Final Plat.
4. The project engineer must confirm or provide an update to the construction documents to ensure City utility service lines align with the appropriate Lot.
5. All comments and redlines from City staff and external review agencies must be resolved.
6. Preliminary Plat Amendment drawing set must be finalized and approved with all signatures.

Final Plat

Approve the final plat for Woodland Station Filing No. 2 to plat 6.69± acres into three lots and two tracts with the condition that the final plat may be recorded after:

1. Preliminary Plat Amendment drawing set has been finalized and approved with all signatures.
2. All comments and redlines from City staff and external review agencies regarding the final plat document have been resolved.
3. Final landscaping plan, including an irrigation system, has been approved.
4. Recording reception number for the conveyance of the 15-foot strip of land from Beer Garden Lane Development to the City of Woodland Park for use as right-of-way is added to the final plat.
5. Recording reception number for the establishment of the public utility easement along the west side of South Center Street and the public utility easement along the south side of Saddle Club Avenue are added to the final plat.
6. Any required Transportation Capital Fee has been paid.

Following questions from the City Council, Mayor Case opened 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 Woodland Station Filing No. 2 Subdivision - Preliminary Plat Amendment and Final Plat: A request by Tava House Properties LLC (Applicant and Property Owner) to amend the previously approved Preliminary Plat and approve a subdivision Final Plat to plat 6.69 acres into three lots and two tracts. The subject property is located west of Woodland Hardware in the E1/2 of Section 24, T12S, R69W of the 6th PM (201 Saddle Club Avenue) in the Central Business District Zone. Nakai/Geer. Motion carried 5-0.

10. NEW BUSINESS

(Public comment may be heard)

- A. Motion to move into Executive Session:** For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: **Legal advice regarding Performance Deed of Trust Subordination Request by Tava Properties, LLC.**
(City Attorney Williams)

At this time, the following motion to move into Executive Session was made:

Motion: to move into Executive Session for the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiations under CRS Section 24-6-402(4)(e) and the following additional details are provided for identification purposes: Legal advice regarding Performance Deed of Trust Subordination Request by Tava Properties. Nakai/Geer.

The Council opened the Executive Session at 8:27 PM with the following individuals in attendance: Mayor Case, Mayor Pro-tem Nakai, Councilmember Bryant, Councilmember Geer, Councilmember Jones (appearing via zoom), City Attorney Wilson, Planning Director Schminke, City Manager Vassalotti and Deputy City Manager Leclercq.

City Attorney Wilson advised Council that the recorder could be shut off to receive legal advice. The recorder was turned off at 8:30 PM.

The recorder was turned back on at 8:56 PM and the Mayor concluded the Executive Session at 9:02 PM.

B. Performance Deed of Trust Subordination Request by Tava Properties, LLC. (A)
(Presenter City Attorney Williams)

The Council reconvened the public meeting and the following motion was made.

Motion: to approve Tava House Properties, LLC's Request to Subordinate the subject Performance Deed of Trust, including finalizing, execution and recording one or more partial releases of the Performance Deed of Trust (or full release at some future date), as contemplated in the Performance DOT, subject to final review and approval by the City Attorney, and granting the authority to the City Manager to execute necessary subordination agreements(s) required in connection to this request, as recommended by the City attorney and subject to final review and approval by the City Attorney. Nakai/Bryant. Motion carried 5-0.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case shared an update of PPACG and information on the USAF Academy graduation.

B. Council Reports

Mayor Pro-tem Nakai shared information on the Charter Review Committee and recommended that Councilmember Bryant be appointed to this Committee as a Council liaison to take Carol Harvey's vacated spot on the Committee. Council gave consensus.

Councilmember Bryant shared information on the KWPB cleanup and, after Council consensus was received, will be filling this vacated spot by Harvey as well.

Councilmember Geer shared an update of the PRAB Committee. Geer also shared that he would like to personally thank and give recognition to Carol Harvey for her service to the City of Woodland Park as a Councilmember.

Councilmember Jones shared an update of the DDA and shared that 33 micro-grants were given to local businesses. Jones also shared that work will begin next week on the Community Garden and that Community Partnership was looking for volunteers.

C. City Attorney's Report

None.

D. City Manager's Report

Deputy City Manager Leclercq shared a report on the most recent recall efforts.

Leclercq shared the following information:

- On 4/29 she received three petitions for the recall of Councilmember Geer, Councilmember Smith and Councilmember Harvey
- On 5/5 she received a recall petition for Mayor Pro-tem Nakai
- The signatures in total for all the petitions were a little less than 3000 signatures.
- Leclercq shared that she assembled a team to assist her with this process. The team was made up of staff and election judges.
- Leclercq shared that each signature was entered into a computer spreadsheet. Each name was inputted with their name and address and also the circulatory name.
- Every signature was checked. Each signature was looked at to determine if the signor was a registered voter. Did they live in the city limits of Woodland Park? Did they sign more than one petition for each candidate? Was their signature a duplicate?
- Leclercq shared that for every signature that was unverifiable she would personally review as to the reason why.
- Leclercq shared that she was unable to deem the petitions for Geer, Smith and Nakai as insufficient.
- Leclercq was able to deem the petition for Harvey as sufficient.
- Leclercq shared that as per the City Charter, after deeming Harvey's petition sufficient, Harvey had 5 days to resign or the City would automatically have to hold a recall election. Leclercq shared that Harvey chose to resign.

Leclercq shared that on June 5th, she would be discussing the process of appointing a new Councilmember with the Council.

12. ADJOURNMENT

There being no further City business, Mayor Case adjourned the City Council meeting at 9:21 PM.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2025

Kellie Case, Mayor



City of Woodland Park Staff Report for City Council

Meeting Date: June 5th, 2025

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

ITEM:

April 2025 Statement of Expenditures

BACKGROUND:

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

DISCUSSION:

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

Summary

<u>April 2025</u>	
Accounts Payable Checks	838,708.13
Payroll Checks	560,767.59
CEBT	109,695.89
Vectra Visa credit card EFT	41,675.74
Total	1,550,847.35

The Elected Officials expenditures for April 2025 are attached as a separate report.

STAFF RECOMMENDATION:

Approve the April 2025 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

City of Woodland Park
Year End Payment Register

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
188	EFT	A	COLO STATE DEPT OF REVENUE	183	2	336.03	0.00	336.03	04/01/2025	HP	46897
			1st Qtr 2025 State Sales Tax	04202025		336.03	0.00	12.87-			
			1st Qtr 2025 State Sales Tax	04202025		336.03	0.00	348.90			
120881	CHK	A	ASHLEY FARRELL	5670	1	303.70	0.00	303.70	04/10/2025		46927
			BAR IMPROVEMENTS	04022025		303.70	0.00	303.70			
120882	CHK	A	BASLINE ENGINEERING CORPORATI	5408	3	3,477.00	0.00	3,477.00	04/10/2025		46927
			PROF. SVCS. 11/30/2024	33010		1,769.00	0.00	1,769.00			
			PROF. SVCS. THROUGH 11/30/2024	33011		61.00	0.00	61.00			
			PROF. SVCS. THROUGH 12/06/2024	33012		1,647.00	0.00	1,647.00			
120883	CHK	A	BLAZER ELECTRIC SUPPLY MANAGEM	4830	1	2,538.00	0.00	2,538.00	04/10/2025		46927
			Annual restock streetlgt poles	S002610349.005		2,538.00	0.00	2,538.00			
120884	CHK	A	BLUEBEAM, INC	5355	1	330.00	0.00	330.00	04/10/2025		46927
			SUBSCRIPTION RENEWAL	2296576		330.00	0.00	330.00			
120885	CHK	A	BLUETARP FINANCIAL	4474	1	9.01	0.00	9.01	04/10/2025		46927
			TOOL KIT	03312025		9.01	0.00	9.01			
120886	CHK	A	BRIAN MILLER	5665	1	72.00	0.00	72.00	04/10/2025		46927
			OFFICIAL - P&R	03312025		72.00	0.00	72.00			
120887	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	161.50	0.00	161.50	04/10/2025		46927
			UNIFORM - DEBORDE	25-15296		161.50	0.00	161.50			
120888	CHK	A	CAPITAL ONE, N.A.	5298	3	215.40	0.00	215.40	04/10/2025		46927
			03/2025 CHARGES	3192025		215.40	0.00	187.31			
			03/2025 CHARGES	3192025		215.40	0.00	29.09			
			03/2025 CHARGES	3192025		215.40	0.00	1.00-			
120889	CHK	A	CDW GOVERNMENT, INC.	2302	1	5,338.98	0.00	5,338.98	04/10/2025		46927
			2 firewalls for police dept	AD37E2B		5,338.98	0.00	5,338.98			
120890	CHK	A	CENTURYLINK	4342	2	523.07	0.00	523.07	04/10/2025		46927
			03/2025 CHARGES	3252025		523.07	0.00	350.21			
			03/2025 CHARGES	3252025		523.07	0.00	172.86			
120891	CHK	A	CINTAS CORPORATION NO 2	4977	1	161.16	0.00	161.16	04/10/2025		46927
			UNIFORM - FL	4225400191		161.16	0.00	161.16			
120892	CHK	A	CINTAS FIRE PROTECTION	3604	3	1,174.27	0.00	1,174.27	04/10/2025		46927
			ALARM MONITORING - UPCC	0F47057555		513.55	0.00	513.55			
			ALARM MONITORING - WAC	0F47057558		513.55	0.00	513.55			
			INSPECTION - PD	0F47581666		147.17	0.00	147.17			
120893	CHK	A	CIRSA	144	3	155,139.08	0.00	155,139.08	04/10/2025		46927
			DEDUCTIBLE-#PC6024911-1	INV1001305		2,500.00	0.00	2,500.00			
			2ND Q PROPERTY CASUALTY	INV1001460		102,521.00	0.00	102,521.00			
			2ND Q WORKERS COMP	WINV1000333		50,118.08	0.00	50,118.08			
120894	CHK	A	CIVICPLUS	5189	1	160.00	0.00	160.00	04/10/2025		46927
			HOURLY DESIGN RATE	329869		160.00	0.00	160.00			
120895	CHK	A	COLORADO PARK & REC ASSOC	174	1	240.00	0.00	240.00	04/10/2025		46927

City of Woodland Park
Year End Payment Register

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			TRADE SHOW ATTENDANCE	5312		240.00	0.00	240.00			
120896	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	36,182.22	0.00	36,182.22	04/10/2025		46927
			04/2025 CHARGES	04012025		36,182.22	0.00	9,715.36			
			04/2025 CHARGES	04012025		36,182.22	0.00	9,775.55			
			04/2025 CHARGES	04012025		36,182.22	0.00	6,705.78			
			04/2025 CHARGES	04012025		36,182.22	0.00	9,985.53			
120897	CHK	A	COSCO FIRE PROTECTION	5682	2	120,003.90	0.00	120,003.90	04/10/2025		46927
			UPCC Fire Suppression Contr 24	JC204048		70,392.62	0.00	70,392.62			
			UPCC Fire Suppression Contr 24	JC205361		49,611.28	0.00	49,611.28			
120898	CHK	A	CRITERION INC	5535	1	2,000.00	0.00	2,000.00	04/10/2025		46927
			05/25-04/26 TALENT LIFE	2020034728		2,000.00	0.00	2,000.00			
120899	CHK	A	DOCUMART COPIES & PRINTING	3252	1	59.96	0.00	59.96	04/10/2025		46927
			COURT FORMS	380047		59.96	0.00	59.96			
120900	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	111.00	0.00	111.00	04/10/2025		46927
			BACKGROUND CHECK	0000540064		111.00	0.00	111.00			
120901	CHK	A	ENGER, JANE	3876	1	158.50	0.00	158.50	04/10/2025		46927
			INSTRUCTOR - P&R	04072025		158.50	0.00	158.50			
120902	CHK	A	FOXWORTH - GALBRAITH LUMBER CO	96	2	1,255.77	0.00	1,255.77	04/10/2025		46927
			03/2025 CHARGES	4012025		1,255.77	0.00	1,144.67			
			03/2025 CHARGES	4012025		1,255.77	0.00	111.10			
120903	CHK	A	GAZETTE, THE	276	1	129.00	0.00	129.00	04/10/2025		46927
			DISPLAY AD - UPCC	03312025		129.00	0.00	129.00			
120904	CHK	A	IRON MOUNTAIN	1376	2	4,246.13	0.00	4,246.13	04/10/2025		46927
			STORAGE & SHREDDING	KDGT016		447.41	0.00	447.41			
			CITY STORAGE & FEES	KHCZ305		3,798.72	0.00	3,798.72			
120905	CHK	A	KENYON, P JORDAN PH.D.	4333	1	1,800.00	0.00	1,800.00	04/10/2025		46927
			PD PRE-EMP. TESTING	2703-6		1,800.00	0.00	1,800.00			
120906	CHK	A	KRISTYN S. ARSENEAU	5452	2	946.00	0.00	946.00	04/10/2025		46927
			03/30-04/04 TRAINING REIMB.	03252025		473.00	0.00	473.00			
			04/06-04/11 TRAINING REIMB.	03252025A		473.00	0.00	473.00			
120907	CHK	A	LAMB PLUMBING & EXCAVATING INC	825	2	58,033.28	0.00	58,033.28	04/10/2025		46927
			UPCC Fire Line	4074		58,033.28	0.00	29,016.64			
			UPCC Fire Line	4074		58,033.28	0.00	29,016.64			
120908	CHK	A	LAW FIRM OF SUZANNE M. ROGERS,	5054	1	3,000.00	0.00	3,000.00	04/10/2025		46927
			03/2025 LEGAL SERVICES	04022025		3,000.00	0.00	3,000.00			
120909	CHK	A	LOGAN SIMPSON DESIGN INC	5282	1	8,660.00	0.00	8,660.00	04/10/2025		46927
			11/30/24-02/28/25 PROF. SVCS.	36450		8,660.00	0.00	8,660.00			
120910	CHK	A	MBI CONTRACTORS INC	5032	1	10,000.00	0.00	10,000.00	04/10/2025		46927
			REFUND OF ESCROW-542 BRECKEN	03312025		10,000.00	0.00	10,000.00			
120911	CHK	A	HANS ABRAHAMSE	1	1	154.00	0.00	154.00	04/10/2025		46927

City of Woodland Park
Year End Payment Register

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			WW CLASS D TEST REIMBURSEMENT	04012025		154.00	0.00	154.00			
120912	CHK	A	LINDA ALLRED	1	1	79.96	0.00	79.96	04/10/2025		46927
			REIMBURSEMENT	04012025A		79.96	0.00	79.96			
120913	CHK	A	THE SHADAI INC	1	1	65.00	0.00	65.00	04/10/2025		46927
			SIGN PERMIT REIMBURSEMENT	25-0050		65.00	0.00	65.00			
120914	CHK	A	JEANNIE CROUCH	1	1	40.00	0.00	40.00	04/10/2025		46927
			UTILITY REFUND	891.03		40.00	0.00	40.00			
120915	CHK	A	MUTCH GOVERNMENT RELATIONS, LLC	5651	1	1,500.00	0.00	1,500.00	04/10/2025		46927
			04/25 PROF. SVCS. RETAINER	04012025		1,500.00	0.00	1,500.00			
120916	CHK	A	NICOLETTI-FLATER ASSOCIATES	4698	1	570.00	0.00	570.00	04/10/2025		46927
			PD COUNSELING SERVICES	3661		570.00	0.00	570.00			
120917	CHK	A	NOVA TECHNOLOGY SOLUTIONS	5696	1	3,225.95	0.00	3,225.95	04/10/2025		46927
			SLAR for copy machine at WAC	NT118878AP		3,225.95	0.00	3,225.95			
120918	CHK	A	OCCUPATIONAL HEALTH CENTERS OF	5300	2	1,115.00	0.00	1,115.00	04/10/2025		46927
			PRE-EMPLOYMENT - WPPD	18165638		302.00	0.00	302.00			
			PRE-EMPLOYMENT SCREENS	18180509		813.00	0.00	813.00			
120919	CHK	A	PRIORITY RESEARCH	4392	1	49.50	0.00	49.50	04/10/2025		46927
			BACKGROUND CHECKS	1274023		49.50	0.00	49.50			
120920	CHK	A	QUADIENT FINANCE USA, INC	5204	1	1,000.00	0.00	1,000.00	04/10/2025		46927
			POSTAGE METER REFILL	03282025		1,000.00	0.00	1,000.00			
120921	CHK	A	QUADIENT, INC	5209	1	105.00	0.00	105.00	04/10/2025		46927
			04/25-07/25 SERVICE	61825419		105.00	0.00	105.00			
120922	CHK	A	QUADNA, A DXP COMPANY	2582	1	2,957.31	0.00	2,957.31	04/10/2025		46927
			PUMP KIT	54980510		2,957.31	0.00	2,957.31			
120923	CHK	A	REMINGTON BUILDERS GROUP	5694	1	4,230.00	0.00	4,230.00	04/10/2025		46927
			POST BEAM REPLACEMENT	16518		4,230.00	0.00	4,230.00			
120924	CHK	A	SKAGGS COMPANIES, INC	635	2	195.80	0.00	195.80	04/10/2025		46927
			CREDIT	100_A_248910_3		139.20-	0.00	139.20-			
			UNIFORMS - WPPD	100_A_275300_2		335.00	0.00	335.00			
120925	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	1	283.42	0.00	283.42	04/10/2025		46927
			EVENT EXPENSE - UPCC	S0242158		283.42	0.00	283.42			
120926	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI	2805	2	227.34	0.00	227.34	04/10/2025		46927
			LIQUOR DELIVERY	5325003		21.00	0.00	21.00			
			LIQUOR DELIVERY	5325004		206.34	0.00	206.34			
120927	CHK	A	STERICYCLE, INC	5526	1	123.41	0.00	123.41	04/10/2025		46927
			SHREDDING SERVICES	8010446885		123.41	0.00	123.41			
120928	CHK	A	SULLIVAN GREEN SEAVY JARVIS, L	5578	1	750.00	0.00	750.00	04/10/2025		46927
			PROFESSIONAL FEES	1471		750.00	0.00	750.00			

City of Woodland Park
Year End Payment Register

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
120929	CHK	A	TDS BROADBAND LLC	5335	4	3,718.34	0.00	3,718.34	04/10/2025		46927
			04/25 CHARGES - DIGITAL SIGN	03252025		122.45	0.00	122.45			
			04/25 CHARGES - BALDWIN	03252025A		644.53	0.00	644.53			
			04/25 CHARGES - CITY HALL	03252025B		840.68	0.00	840.68			
			04/25 CHARGES - WPPD	03252025C		2,110.68	0.00	2,110.68			
120930	CHK	A	THE CORLEY COMPANY	5475	1	1,225.00	0.00	1,225.00	04/10/2025		46927
			WATER SHARE LEASE	04012025		1,225.00	0.00	1,225.00			
120931	CHK	A	UBEO BUSINESS SERVICES	5490	1	130.44	0.00	130.44	04/10/2025		46927
			04/25 FORMAT PRINTER	4836749		130.44	0.00	130.44			
120932	CHK	A	US POSTAL SERVICE	516	2	3,000.00	0.00	3,000.00	04/10/2025		46927
			UTILITY BILL MAILING	04012025		3,000.00	0.00	1,050.00			
			UTILITY BILL MAILING	04012025		3,000.00	0.00	1,950.00			
120933	CHK	A	VERO BROADBAND, LLC	5423	2	544.68	0.00	544.68	04/10/2025		46927
			02/2025 SERVICE	125416		272.34	0.00	272.34			
			03/2025 SERVICE	135794		272.34	0.00	272.34			
120934	CHK	A	WAXIE SANITARY SUPPLY	4189	1	467.62	0.00	467.62	04/10/2025		46927
			CUSTODIAL SUPPLIES - WAC	83147312		467.62	0.00	467.62			
120935	CHK	A	WEAR PARTS AND EQUIPMENT CO	4266	3	2,721.32	0.00	2,721.32	04/10/2025		46927
			BLADE-CUTTING BOARDS FOR PLOWS	611061		825.98	0.00	825.98			
			PLOW BLADE & PARTS	64026		985.86	0.00	985.86			
			PARTS	64031		909.48	0.00	909.48			
120936	CHK	A	WILSON WILLIAMS LLP	5287	1	16,897.29	0.00	16,897.29	04/10/2025		46927
			03/25 LEGAL EXPENSES	1480		16,897.29	0.00	16,897.29			
120937	CHK	A	WOODLAND PARK SCHOOL DIST RE-2	1262	1	198,846.39	0.00	198,846.39	04/10/2025		46927
			02/25 SALES TAX	04082025		198,846.39	0.00	198,846.39			
120938	CHK	A	ACA SECURITY, INC	4212	1	330.00	0.00	330.00	04/17/2025		46968
			QUARTERLY MONITORING	22097		330.00	0.00	330.00			
120939	CHK	A	ALEXANDER'S METER READING SOLU	5483	1	564.40	0.00	564.40	04/17/2025		46968
			PARTS - VERSA PROBE	12147		564.40	0.00	564.40			
120940	CHK	A	APEX WASTE SYSTEMS	5664	2	530.69	0.00	530.69	04/17/2025		46968
			150 YD. ROLL OFF	371827		470.00	0.00	470.00			
			DEER DISPOSAL	371927		60.69	0.00	60.69			
120941	CHK	A	ASHLEY FARRELL	5670	1	186.90	0.00	186.90	04/17/2025		46968
			BARTENDING - UPCC	04102025		186.90	0.00	186.90			
120942	CHK	A	BADGER METER INC	4278	2	3,147.69	0.00	3,147.69	04/17/2025		46968
			FLANGE KIT	1719582		182.00	0.00	182.00			
			LTE SERVICE UNIT	80190058		2,965.69	0.00	2,965.69			
120943	CHK	A	BENJAMIN GALVIN	5701	1	54.00	0.00	54.00	04/17/2025		46968
			UPCC TRAINING & CLEANUP	04102025		54.00	0.00	54.00			
120944	CHK	A	BEVERAGE DISTRIBUTORS	1132	1	666.50	0.00	666.50	04/17/2025		46968
			LIQUOR DELIVERY	120834878		666.50	0.00	666.50			

City of Woodland Park
Year End Payment Register

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
120945	CHK	A	BLUE BLOSSOM CLEANING	5617	1	8,155.77	0.00	8,155.77	04/17/2025		46968
			040/25 CLEANING	3957		8,155.77	0.00	8,155.77			
120946	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	04/17/2025		46968
			ACCT. SUPPORT	04112025		840.00	0.00	840.00			
120947	CHK	A	BUSINESS LAW GROUP	5566	1	1,050.00	0.00	1,050.00	04/17/2025		46968
			03/25 LEGAL FEES	6865		1,050.00	0.00	1,050.00			
120948	CHK	A	CASELLE INC	2356	2	534.00	0.00	534.00	04/17/2025		46968
			05/25 CONTRACT	139993		534.00	0.00	347.10			
			05/25 CONTRACT	139993		534.00	0.00	186.90			
120949	CHK	A	CINTAS CORPORATION NO 2	4977	1	161.16	0.00	161.16	04/17/2025		46968
			UNIFORM - FL	4226885096		161.16	0.00	161.16			
120950	CHK	A	CIRSA	144	1	7,537.00	0.00	7,537.00	04/17/2025		46968
			2025 EQUIPMENT BREAKDOWN	INV1000783		7,537.00	0.00	7,537.00			
120951	CHK	A	COLORADO ANALYTICAL LAB	4028	1	449.00	0.00	449.00	04/17/2025		46968
			LAB SERVICES - WWTP	250310114		449.00	0.00	449.00			
120952	CHK	A	COMPLETE WEDDING AND EVENTS SO	5551	1	900.00	0.00	900.00	04/17/2025		46968
			MOM & SON DANCE DJ PHOTO BOOTH	313540		900.00	0.00	900.00			
120953	CHK	A	CROWN TROPHY	4177	1	68.00	0.00	68.00	04/17/2025		46968
			NAME BADGES	35822		68.00	0.00	68.00			
120954	CHK	A	DENVER INDUSTRIAL PUMPS INC	5387	2	5,639.61	0.00	5,639.61	04/17/2025		46968
			replacement pump for filter	112235		5,469.00	0.00	5,469.00			
			PUMP/ MOTOR	112235A		170.61	0.00	170.61			
120955	CHK	A	DOCUMART COPIES & PRINTING	3252	1	165.00	0.00	165.00	04/17/2025		46968
			BUSINESS CARDS	380080		165.00	0.00	165.00			
120956	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	105.00	0.00	105.00	04/17/2025		46968
			BACKGROUND CHECKS	545229		105.00	0.00	105.00			
120957	CHK	A	FAIRYTALE FABLE EVENTS LLC	5702	1	200.00	0.00	200.00	04/17/2025		46968
			MOM & SON DANCE CHARACTERS	04142025		200.00	0.00	200.00			
120958	CHK	A	FALCON ENVIRONMENT CORP.	1741	1	12,410.75	0.00	12,410.75	04/17/2025		46968
			PUMP - WWTP	11325		12,410.75	0.00	12,410.75			
120959	CHK	A	FIRST CITIZENS BANK AND TRUST	5683	1	1,017.44	0.00	1,017.44	04/17/2025		46968
			04/25 KYOCERA COPIER CONTRACT	46805753		1,017.44	0.00	1,017.44			
120960	CHK	A	HP12, LLC	5425	1	105.57	0.00	105.57	04/17/2025		46968
			UNIFORM NAMETAPES	948210		105.57	0.00	105.57			
120961	CHK	A	MEDICINE FOR BUSINESS AND INDU	5476	1	167.00	0.00	167.00	04/17/2025		46968
			DRUG SCREEN	960227		167.00	0.00	167.00			
120962	CHK	A	KODIAK GYPSUM MOUNTAIN STATES	1	1	100.58	0.00	100.58	04/17/2025		46968
			SALES TAX PENALTY REFUND	04092025		100.58	0.00	100.58			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
120963	CHK	A	ELIZABETH MCCLINTOCK	1	1	414.00	0.00	414.00	04/17/2025		46968
			TRAINING REIMBURSEMENT	04092025A		414.00	0.00	414.00			
120964	CHK	A	STEVE VARNER	1	1	60.00	0.00	60.00	04/17/2025		46968
			FUEL REIMBURSEMENT	04102025		60.00	0.00	60.00			
120965	CHK	A	CATHERINE NAKAI	1	1	117.12	0.00	117.12	04/17/2025		46968
			REIMBURSEMENT - PRINTERS INK	04152025		117.12	0.00	117.12			
120966	CHK	A	DIANE HARMON	1	1	557.50	0.00	557.50	04/17/2025		46968
			EVENT REFUND 06/24/2025	24062425		557.50	0.00	557.50			
120967	CHK	A	DAIN & LINDSAY BORNHOFEN	1	1	39.41	0.00	39.41	04/17/2025		46968
			UTILITY REFUND	3727.04		39.41	0.00	39.41			
120968	CHK	A	COREY CHRISTENSEN	1	1	127.04	0.00	127.04	04/17/2025		46968
			UTILITY REFUND	3781.15		127.04	0.00	127.04			
120969	CHK	A	NAPA AUTO PARTS	2048	2	1,287.41	0.00	1,287.41	04/17/2025		46968
			03/2025 CHARGES	3312025		1,287.41	0.00	45.35			
			03/2025 CHARGES	3312025		1,287.41	0.00	1,242.06			
120970	CHK	A	NPG BROADCAST	4663	1	1,100.00	0.00	1,100.00	04/17/2025		46968
			03/25 WEATHER CAMERA	716326-3		1,100.00	0.00	1,100.00			
120971	CHK	A	O'REILLY AUTOMOTIVE STORES, IN	4531	1	312.30	0.00	312.30	04/17/2025		46968
			03/2025 CHARGES	3282025		312.30	0.00	312.30			
120972	CHK	A	POLYDYNE INC	5605	1	3,795.00	0.00	3,795.00	04/17/2025		46968
			COMPOST SUPPLIES - WWTP	1890295		3,795.00	0.00	3,795.00			
120973	CHK	A	POLYDYNE INC	5605	1	3,795.00	0.00	3,795.00	04/17/2025		46968
			COMPOST SUPPLIES	1914786		3,795.00	0.00	3,795.00			
120974	CHK	A	SCHLOSSER SIGNS, INC	5698	1	15,755.52	0.00	15,755.52	04/17/2025		46968
			ELECTRONIC MESSAGE CENTER	IN-00578.1		15,755.52	0.00	15,755.52			
120975	CHK	A	SCHMIDT CONSTRUCTION	559	5	2,239.24	0.00	2,239.24	04/17/2025		46968
			ASPHALT - ST	2678281		340.68	0.00	340.68			
			ASPHALT - STREETS	2976310		563.72	0.00	563.72			
			ASPHALT - ST	2977848		293.08	0.00	293.08			
			ASPHALT - ST	2979532		631.04	0.00	631.04			
			SPHALT - ST	2980598		410.72	0.00	410.72			
120976	CHK	A	SIMPLIFILE LC	4767	1	25.13	0.00	25.13	04/17/2025		46968
			RECORDING FEE	471388918534SFL		25.13	0.00	25.13			
120977	CHK	A	SKAGGS COMPANIES, INC	635	3	3,377.79	0.00	3,377.79	04/17/2025		46968
			DUTY HOLSTERS - WPPD	100_A_261647_1		2,970.00	0.00	2,970.00			
			UNIFORM - WPPD	100_A_270529_7		73.00	0.00	73.00			
			UNIFORM - WPPD	100_A_279367_1		334.79	0.00	334.79			
120978	CHK	A	SPRUCE NETWORKS, LLC	5437	1	1,845.00	0.00	1,845.00	04/17/2025		46968
			Network Engineering Support	1035		1,845.00	0.00	1,845.00			
120979	CHK	A	TERRAGENESIS	5627	2	3,983.20	0.00	3,983.20	04/17/2025		46968

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			BIOSOLIDS TRANSPORT	J000388		1,132.48	0.00	1,132.48			
			BIOSOLIDS TRANSPORT	J000401		2,850.72	0.00	2,850.72			
120980	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	239.51	0.00	239.51	04/17/2025		46968
			UTILITY LOCATES	225031527		239.51	0.00	83.84			
			UTILITY LOCATES	225031527		239.51	0.00	155.67			
120981	CHK	A	US MUNICIPAL SUPPLY INC.	5695	1	792.75	0.00	792.75	04/17/2025		46968
			MANHOLE RING - ST	6228668		792.75	0.00	792.75			
120982	CHK	A	USA BLUEBOOK	5471	1	292.05	0.00	292.05	04/17/2025		46968
			COVERALLS	INV00653685		292.05	0.00	292.05			
120983	CHK	A	UTE PASS CONCRETE-SAND&GRAVEL	655	1	223.19	0.00	223.19	04/17/2025		46968
			PIKES PEAK	0403202506		223.19	0.00	223.19			
120984	CHK	A	WILSON & COMPANY, INC.	5212	1	5,181.00	0.00	5,181.00	04/17/2025		46968
			02/25-03/25 PROF. SVCS.	135218		5,181.00	0.00	5,181.00			
120985	CHK	A	WOODLAND HARDWARE & RENTAL	2739	3	1,528.15	0.00	1,528.15	04/17/2025		46968
			03/2025 CHARGES	3312025		1,528.15	0.00	74.43			
			03/2025 CHARGES	3312025		1,528.15	0.00	326.74			
			03/2025 CHARGES	3312025		1,528.15	0.00	1,126.98			
120986	CHK	A	AMARRA WINTERS	5679	1	161.00	0.00	161.00	04/24/2025		47016
			OFFICIAL - P&R	04212025		161.00	0.00	161.00			
120987	CHK	A	AMERICAN DATA GROUP, INC.	716	1	685.00	0.00	685.00	04/24/2025		47016
			MICR - FONT SET	2003		685.00	0.00	685.00			
120988	CHK	A	ANTONIA RAMIREZ	5703	1	45.00	0.00	45.00	04/24/2025		47016
			TRAINING, SET UP-UPCC	04162025		45.00	0.00	45.00			
120989	CHK	A	ASHLEY FARRELL	5670	1	39.00	0.00	39.00	04/24/2025		47016
			BARTENDING - UPCC	04182025		39.00	0.00	39.00			
120990	CHK	A	BIRCHAM'S	75	1	561.69	0.00	561.69	04/24/2025		47016
			03/25-04/25 CHARGES	384316		561.69	0.00	561.69			
120991	CHK	A	BOARDS AND BARRELS, LLC	5704	1	1,000.00	0.00	1,000.00	04/24/2025		47016
			CATERING DEPOSIT - UPCC	04142024		1,000.00	0.00	1,000.00			
120992	CHK	A	CHANEY PEST ELIMINATION	5484	1	90.00	0.00	90.00	04/24/2025		47016
			04/25 SERVICE	33746		90.00	0.00	90.00			
120993	CHK	A	CINTAS CORPORATION NO 2	4977	1	187.75	0.00	187.75	04/24/2025		47016
			UNIFORM - FLEET	4227644095		187.75	0.00	187.75			
120994	CHK	A	CIVICPLUS	5189	1	7,547.40	0.00	7,547.40	04/24/2025		47016
			2025 SOCIAL MEDIA SUBSCRIPTION	#322046		7,547.40	0.00	7,547.40			
120995	CHK	A	CREATIVE CONCEPTS OF AMERICA	2676	1	11,063.80	0.00	11,063.80	04/24/2025		47016
			STAFF CLOTHING	3180		11,063.80	0.00	11,063.80			
120996	CHK	A	FELSBURG HOLT & ULLEVIG INC	5705	2	18,010.00	0.00	18,010.00	04/24/2025		47016
			SS4A TRANSPORTATION GRANT	44387		2,050.00	0.00	2,050.00			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			SS4A TRANSPORTATION GRANT	44463		15,960.00	0.00	15,960.00			
120997	CHK	A	HOLMAN SUPPLIES	4630 2042017	1	3,901.00 3,901.00	0.00 0.00	3,901.00 3,901.00	04/24/2025		47016
120998	CHK	A	IRON MOUNTAIN STORAGE & RETRIEVAL	1376 KBZB969	1	423.61 423.61	0.00 0.00	423.61 423.61	04/24/2025		47016
120999	CHK	A	JOHNSON CONTROLS SECURITY SOLU SOFTWARE SUPPORT AGREEMENT SOFTWARE AGREEMENT	5259 41066991 41160481	2	3,569.97 1,984.62 1,585.35	0.00 0.00 0.00	3,569.97 1,984.62 1,585.35	04/24/2025		47016
121000	CHK	A	KAIDEN KENYON TRAINING & SETUP	5657 04162025	1	45.00 45.00	0.00 0.00	45.00 45.00	04/24/2025		47016
121001	CHK	A	KRISTYN S. ARSENEAU TRAINING REIMBURSEMENT TRAINING REIMBURSEMENT TRAINING REIMBURSEMENT TRAINING REIMBURSEMENT	5452 04142025 04142025A 04142025B 04142025C	4	1,612.00 435.00 435.00 371.00 371.00	0.00 0.00 0.00 0.00 0.00	1,612.00 435.00 435.00 371.00 371.00	04/24/2025		47016
121002	CHK	A	LOGAN SIMPSON DESIGN INC Bergstrom Park Master Plan	5282 36727	1	7,432.04 7,432.04	0.00 0.00	7,432.04 7,432.04	04/24/2025		47016
121003	CHK	A	BRADY WARNER REIMBURSEMENT	1 04172025	1	585.55 585.55	0.00 0.00	585.55 585.55	04/24/2025		47016
121004	CHK	A	COLORADO COMMUNICATIONS & UTIL 2025 DUES	1 1684	1	550.00 550.00	0.00 0.00	550.00 550.00	04/24/2025		47016
121005	CHK	A	KURT & NICOLE KERNS UTILITY REFUND	1 4567.02	1	84.69 84.69	0.00 0.00	84.69 84.69	04/24/2025		47016
121006	CHK	A	NORTHERN SAFETY & INDUSTRIAL CO SAFETY ITEMS - F&G GLOVES - F&G	2417 906809603 906812356	2	252.91 157.07 95.84	0.00 0.00 0.00	252.91 157.07 95.84	04/24/2025		47016
121007	CHK	A	PIKES PEAK SWIM LEAGUE 2025 ANNUAL LEAGUE FEE	5519 04182025	1	500.00 500.00	0.00 0.00	500.00 500.00	04/24/2025		47016
121008	CHK	A	POTESTIO BROTHERS EQUIP INC WINDSHIELD, FT, FINANCE CHARGE	2312 91375C	1	804.65 804.65	0.00 0.00	804.65 804.65	04/24/2025		47016
121009	CHK	A	PURCELL TIRE & RUBBER COMPANY TIRES	5638 48800298	1	3,700.80 3,700.80	0.00 0.00	3,700.80 3,700.80	04/24/2025		47016
121010	CHK	A	SECURITAS TECHNOLOGY CORPORATI 05/25 MONITORING	4042 6004938361	1	398.82 398.82	0.00 0.00	398.82 398.82	04/24/2025		47016
121011	CHK	A	SKAGGS COMPANIES, INC UNIFORM - WPPD UNIFORM - WPPD UNIFORM - WPPD UNIFORM - WPPD	635 100_A_279367_2 100_A_279367_3 100_A_282396_1 100_A_282396_2	4	778.44 142.00 337.99 282.70 15.75	0.00 0.00 0.00 0.00 0.00	778.44 142.00 337.99 282.70 15.75	04/24/2025		47016
121012	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	1	338.83	0.00	338.83	04/24/2025		47016

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			EVENT EXPENSE	S0244550		338.83	0.00	338.83			
121013	CHK	A	STANDARD INSURANCE COMPANY 05/25 STD & LTD	1091 04162025	1	2,693.24 2,693.24	0.00 0.00	2,693.24 2,693.24	04/24/2025		47016
121014	CHK	A	T-MOBILE 04/2025 CHARGES 04/2025 CHARGES 04/2025 CHARGES 04/2025 CHARGES	5494 4192025 4192025 4192025 4192025	4	4,475.43 4,475.43 4,475.43 4,475.43 4,475.43	0.00 0.00 0.00 0.00 0.00	4,475.43 241.18 3,853.20 266.35 114.70	04/24/2025		47016
121015	CHK	A	TDS BROADBAND LLC 05/25 CHARGES-MIDLAND AVE 05/25 CHARGES-MIDLAND AVENUE	5335 04062025 04132025	2	228.58 126.13 102.45	0.00 0.00 0.00	228.58 126.13 102.45	04/24/2025		47016
121016	CHK	A	WAGNER EQUIPMENT CO. PARTS PUMP & CORE DEPOSIT PARTS PARTS O RING	666 P39C0421782 P39C0421906 P39C0421985 P39C0421986 P39C0421987	5	3,669.78 391.92 2,781.85 463.67 23.71 8.63	0.00 0.00 0.00 0.00 0.00 0.00	3,669.78 391.92 2,781.85 463.67 23.71 8.63	04/24/2025		47016
121017	CHK	A	WAXIE SANITARY SUPPLY CUSTODIAL SUPPLIES - WAC	4189 83149719	1	12.92 12.92	0.00 0.00	12.92 12.92	04/24/2025		47016
189	EFT	A	TRACTOR SUPPLY COMPANY April Tractor Supply Bill	4753 04242025	1	732.41 732.41	0.00 0.00	732.41 732.41	04/24/2025	HP	46925
192	EFT	A	WEX BANK March 2025 Wex Bill	5187 03312025	1	9,365.72 9,365.72	0.00 0.00	9,365.72 9,365.72	04/25/2025	HP	47099
REGISTER TOTALS			Checks: 140 Voids: 0		200	838,708.13	0.00	838,708.13			

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Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
19535	Lifeguard	1	362.85	35.76	327.09	4/4/2025
19536	Lifeguard	1	93.33	7.14	86.19	4/4/2025
19537	Lifeguard	1	344.33	33.34	310.99	4/4/2025
19538	Lifeguard	1	174.69	13.37	161.32	4/4/2025
19539	Lifeguard	1	78.15	5.97	72.18	4/4/2025
19540	Lifeguard	1	185.13	14.17	170.96	4/4/2025
19541	Police Officer I	1	1,863.54	386.98	1,476.56	4/4/2025
19542	Lifeguard	1	292.50	26.37	266.13	4/4/2025
19543	Lifeguard	1	373.95	36.60	337.35	4/4/2025
19544	Maint. Worker I - PBG	1	2,233.31	634.91	1,598.40	4/4/2025
19545	Lifeguard	1	496.00	50.94	445.06	4/4/2025
19546	WTO A	1	8,136.55	2,617.81	5,518.74	4/14/2025
19547	Lifeguard	1	642.57	75.72	566.85	4/18/2025
19548	Lifeguard	1	104.31	7.98	96.33	4/18/2025
19549	Lifeguard	1	148.10	11.33	136.77	4/18/2025
19550	Dispatcher I	1	1,685.60	563.77	1,121.83	4/18/2025
19551	Lifeguard	1	426.56	42.63	383.93	4/18/2025
19552	Lifeguard	1	92.56	7.08	85.48	4/18/2025
19553	Lifeguard	1	244.91	20.73	224.18	4/18/2025
19554	Lifeguard	1	156.30	11.95	144.35	4/18/2025
19555	Lifeguard	1	103.67	7.93	95.74	4/18/2025
19556	Lifeguard	1	129.59	9.92	119.67	4/18/2025
19557	Maint. Worker I - PBG	1	2,192.21	624.85	1,567.36	4/18/2025
58284	WWTO	1	2,345.18	580.62	1,764.56	4/4/2025
58285	Fleet Mechanic I	1	2,621.29	834.49	1,786.80	4/4/2025
58286	MWI	1	1,904.67	444.14	1,460.53	4/4/2025
58287	Permit Technician	1	1,973.74	566.26	1,407.48	4/4/2025
58288	Fitness Instructor	1	57.38	4.39	52.99	4/4/2025
58289	Captain	1	4,191.65	1,258.30	2,933.35	4/4/2025
58290	Network and Security Admin	1	2,744.80	711.74	2,033.06	4/4/2025
58291	Lifeguard	1	181.42	13.88	167.54	4/4/2025
58292	Lifeguard	1	348.04	33.63	314.41	4/4/2025
58293	Evidence Technician	1	2,130.36	554.64	1,575.72	4/4/2025
58294	Lifeguard	1	455.67	37.86	417.81	4/4/2025
58295	WTO	1	2,344.38	699.13	1,645.25	4/4/2025
58296	Utility Billing Techni	1	2,508.38	656.15	1,852.23	4/4/2025
58297	Planner II	1	3,406.28	1,094.81	2,311.47	4/4/2025
58298	Budget Director	1	4,536.15	1,142.88	3,393.27	4/4/2025
58299	Crew Chief-Operators	1	3,897.13	984.45	2,912.68	4/4/2025
58300	Water Fitness Instruct	1	492.10	42.64	449.46	4/4/2025
58301	Event Center Coordinat	1	2,211.64	651.02	1,560.62	4/4/2025
58302	Assistant Aquatics Manager	1	2,142.40	522.10	1,620.30	4/4/2025
58303	POI	1	2,743.55	601.66	2,141.89	4/4/2025
58304	Dispatcher	1	2,002.34	684.32	1,318.02	4/4/2025
58305	MUNICIPAL COURT CLERK	1	1,444.88	300.20	1,144.68	4/4/2025
58306	MWII	1	2,102.92	522.38	1,580.54	4/4/2025
58307	Police Officer II	1	4,016.31	768.96	3,247.35	4/4/2025
58308	Lieutenant	1	3,976.94	822.54	3,154.40	4/4/2025
58309	MWI	1	1,986.65	522.92	1,463.73	4/4/2025
58310	Dispatcher II	1	2,879.97	952.76	1,927.21	4/4/2025
58311	Operator III	1	2,595.84	639.81	1,956.03	4/4/2025

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Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
58312	Chief of Police	1	6,207.48	2,002.75	4,204.73	4/4/2025
58313	Code Enforcement Officer	1	2,469.36	602.78	1,866.58	4/4/2025
58314	Operator I	1	2,486.91	557.30	1,929.61	4/4/2025
58315	WW Plant Operator	1	4,526.40	1,124.77	3,401.63	4/4/2025
58316	Police Officer I	1	3,433.47	945.09	2,488.38	4/4/2025
58317	MWI	1	2,168.60	354.16	1,814.44	4/4/2025
58318	Assistant City Manager	1	4,954.38	1,410.73	3,543.65	4/4/2025
58319	Lifeguard	1	163.28	12.49	150.79	4/4/2025
58320	Lifeguard	1	532.59	55.75	476.84	4/4/2025
58321	PT Snow Plow	1	1,475.52	243.06	1,232.46	4/4/2025
58322	Lifeguard	1	950.63	143.09	807.54	4/4/2025
58323	Senior Planner	1	3,653.40	1,156.43	2,496.97	4/4/2025
58324	Lifeguard	1	651.64	77.32	574.32	4/4/2025
58325	Swim Instructor	1	89.87	6.87	83.00	4/4/2025
58326	Dispatcher I	1	2,293.78	851.68	1,442.10	4/4/2025
58327	Communications Manager	1	3,768.30	912.94	2,855.36	4/4/2025
58328	Finance Admin. Asst./C	1	2,152.89	493.49	1,659.40	4/4/2025
58329	Dispatcher II	1	2,340.25	550.22	1,790.03	4/4/2025
58330	HR Director	1	4,682.71	1,619.35	3,063.36	4/4/2025
58331	Police Officer II	1	3,055.33	690.39	2,364.94	4/4/2025
58332	POI	1	2,659.72	554.25	2,105.47	4/4/2025
58333	Utilities Assistant	1	1,685.60	545.44	1,140.16	4/4/2025
58334	MWI	1	2,243.36	481.08	1,762.28	4/4/2025
58335	Parks and Rec Director	1	5,170.38	1,736.01	3,434.37	4/4/2025
58336	WWTO	1	2,222.20	472.71	1,749.49	4/4/2025
58337	Lifeguard	1	48.13	3.69	44.44	4/4/2025
58338	Head Lifeguard	1	1,938.00	492.67	1,445.33	4/4/2025
58339	Associate Project Manager	1	3,211.14	1,251.16	1,959.98	4/4/2025
58340	Operator II	1	3,240.86	725.91	2,514.95	4/4/2025
58341	POIII	1	3,558.91	975.86	2,583.05	4/4/2025
58342	Deputy City Manager	1	6,463.61	3,555.69	2,907.92	4/4/2025
58343	Lifeguard	1	304.21	28.27	275.94	4/4/2025
58344	Dispatcher II	1	2,529.42	688.56	1,840.86	4/4/2025
58345	WWTO	1	2,404.24	876.88	1,527.36	4/4/2025
58346	MWI	1	1,811.65	288.16	1,523.49	4/4/2025
58347	Lifeguard	1	536.48	56.04	480.44	4/4/2025
58348	POIII	1	3,255.79	865.13	2,390.66	4/4/2025
58349	Lifeguard	1	366.55	36.05	330.50	4/4/2025
58350	Lifeguard	1	570.19	60.62	509.57	4/4/2025
58351	Sports Site Supervisor	1	84.15	6.44	77.71	4/4/2025
58352	Program Coordinator	1	2,327.70	646.17	1,681.53	4/4/2025
58353	Lifeguard	1	455.41	46.84	408.57	4/4/2025
58354	Lifeguard	1	777.53	105.53	672.00	4/4/2025
58355	Lifeguard	1	651.64	77.32	574.32	4/4/2025
58356	Fleet Mechanic I	1	2,398.19	745.37	1,652.82	4/4/2025
58357	MWII Streets	1	2,789.09	580.76	2,208.33	4/4/2025
58358	Superintendent	1	3,876.00	1,286.57	2,589.43	4/4/2025
58359	Operator	1	942.50	141.66	800.84	4/4/2025
58360	Lifeguard	1	624.00	71.45	552.55	4/4/2025
58361	Sergeant	1	3,236.13	801.35	2,434.78	4/4/2025
58362	Sales Tax Accountant	1	2,300.00	670.13	1,629.87	4/4/2025

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
58363	Sports Site Supervisor	1	196.00	15.00	181.00	4/4/2025
58364	Lifeguard	1	258.72	24.06	234.66	4/4/2025
58365	Lifeguard	1	572.81	60.82	511.99	4/4/2025
58366	Dispatcher	1	1,989.79	704.85	1,284.94	4/4/2025
58367	Deputy City Clerk	1	2,429.18	491.25	1,937.93	4/4/2025
58368	Sports Coordinator	1	2,139.20	589.76	1,549.44	4/4/2025
58369	Planning Director	1	5,170.38	2,502.94	2,667.44	4/4/2025
58370	Seasonal MW I	1	624.00	71.45	552.55	4/4/2025
58371	Systems Admin	1	2,744.70	601.31	2,143.39	4/4/2025
58372	Operator	1	2,689.30	474.90	2,214.40	4/4/2025
58373	Operator	1	3,226.77	785.53	2,441.24	4/4/2025
58374	Utilities Technician	1	2,086.08	519.37	1,566.71	4/4/2025
58375	Operator	1	2,294.36	561.51	1,732.85	4/4/2025
58376	Permit Technician	1	209.10	41.00	168.10	4/4/2025
58377	Operator	1	3,268.65	1,244.20	2,024.45	4/4/2025
58378	GSI Tech	1	2,425.56	682.80	1,742.76	4/4/2025
58379	HR Admin	1	1,778.40	473.90	1,304.50	4/4/2025
58380	Lifeguard	1	965.22	165.10	800.12	4/4/2025
58381	PT WWTO	1	1,695.10	274.88	1,420.22	4/4/2025
58382	Fleet Crew Chief	1	3,274.51	1,132.86	2,141.65	4/4/2025
58383	Lifeguard	1	1,099.64	177.67	921.97	4/4/2025
58384	Police Officer I	1	2,770.70	819.46	1,951.24	4/4/2025
58385	General Ledger Accountant	1	2,645.32	674.25	1,971.07	4/4/2025
58386	Lifeguard	1	559.44	58.79	500.65	4/4/2025
58387	Support Servcs Manager	1	3,620.88	1,163.32	2,457.56	4/4/2025
58388	Police Officer I	1	3,465.58	894.02	2,571.56	4/4/2025
58389	Lifeguard	1	725.69	93.39	632.30	4/4/2025
58390	Crew Chief - PBG	1	3,286.99	927.65	2,359.34	4/4/2025
58391	City Manager	1	7,278.20	2,361.80	4,916.40	4/4/2025
58392	Administrative Assistant	1	1,813.84	424.82	1,389.02	4/4/2025
58393	Sergeant	1	3,696.98	924.78	2,772.20	4/4/2025
58394	PT Meter Reader	1	1,004.16	205.54	798.62	4/4/2025
58395	Aquatic Manager	1	3,449.51	1,112.00	2,337.51	4/4/2025
58396	WTP CHIEF OPERATOR	1	4,745.87	2,423.17	2,322.70	4/4/2025
58397	Lifeguard	1	373.95	36.60	337.35	4/4/2025
58398	Lifeguard	1	448.00	45.28	402.72	4/4/2025
58399	Utilities Director	1	6,207.64	2,747.34	3,460.30	4/4/2025
58400	Seasonal MW I	1	8.00	0.62	7.38	4/4/2025
58401	WTO A	1	2,684.81	816.62	1,868.19	4/4/2025
58402	Seasonal MW I	1	496.00	50.94	445.06	4/4/2025
58403	Lifeguard	1	276.25	25.13	251.12	4/4/2025
58404	Front Desk Representative	1	153.92	11.77	142.15	4/4/2025
58405	WWTO	1	2,382.15	589.43	1,792.72	4/18/2025
58406	Fleet Mechanic I	1	2,481.70	802.56	1,679.14	4/18/2025
58407	MWI	1	1,987.02	464.33	1,522.69	4/18/2025
58408	Permit Technician	1	1,973.74	566.26	1,407.48	4/18/2025
58409	Captain	1	4,191.65	1,258.31	2,933.34	4/18/2025
58410	Network and Security Admin	1	2,744.80	711.74	2,033.06	4/18/2025
58411	Lifeguard	1	151.80	11.61	140.19	4/18/2025
58412	Lifeguard	1	292.50	26.37	266.13	4/18/2025
58413	Evidence Technician	1	2,330.09	601.90	1,728.19	4/18/2025

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
58414	Lifeguard	1	406.26	32.08	374.18	4/18/2025
58415	WTO	1	2,344.38	699.14	1,645.24	4/18/2025
58416	Utility Billing Techni	1	2,508.38	656.14	1,852.24	4/18/2025
58417	Planner II	1	3,406.28	1,094.81	2,311.47	4/18/2025
58418	Budget Director	1	4,361.15	1,100.48	3,260.67	4/18/2025
58419	Crew Chief-Operators	1	4,858.81	1,215.41	3,643.40	4/18/2025
58420	Water Fitness Instruct	1	578.55	53.26	525.29	4/18/2025
58421	Event Center Coordinat	1	2,315.33	676.40	1,638.93	4/18/2025
58422	Assistant Aquatics Manager	1	2,483.85	604.18	1,879.67	4/18/2025
58423	POI	1	3,076.32	660.42	2,415.90	4/18/2025
58424	Dispatcher	1	2,002.34	684.32	1,318.02	4/18/2025
58425	MUNICIPAL COURT CLERK	1	1,618.26	342.27	1,275.99	4/18/2025
58426	MWII	1	2,030.04	505.67	1,524.37	4/18/2025
58427	Police Officer II	1	3,827.16	735.51	3,091.65	4/18/2025
58428	Lieutenant	1	3,801.94	791.00	3,010.94	4/18/2025
58429	MWI	1	1,947.55	513.25	1,434.30	4/18/2025
58430	Dispatcher II	1	2,833.02	941.53	1,891.49	4/18/2025
58431	Operator III	1	2,457.60	606.65	1,850.95	4/18/2025
58432	Chief of Police	1	6,207.48	1,902.74	4,304.74	4/18/2025
58433	Code Enforcement Officer	1	2,294.36	560.39	1,733.97	4/18/2025
58434	Operator I	1	2,035.20	449.54	1,585.66	4/18/2025
58435	WW Plant Operator	1	4,906.62	1,216.49	3,690.13	4/18/2025
58436	Police Officer I	1	3,054.24	882.38	2,171.86	4/18/2025
58437	MWI	1	1,993.60	318.19	1,675.41	4/18/2025
58438	Lifeguard	1	19.44	1.50	17.94	4/18/2025
58439	Lifeguard	1	14.81	1.12	13.69	4/18/2025
58440	Assistant City Manager	1	4,779.38	1,350.84	3,428.54	4/18/2025
58441	PT Snow Plow	1	1,624.00	276.24	1,347.76	4/18/2025
58442	Lifeguard	1	1,044.06	163.75	880.31	4/18/2025
58443	Senior Planner	1	3,653.40	1,156.43	2,496.97	4/18/2025
58444	Lifeguard	1	33.32	2.56	30.76	4/18/2025
58445	Swim Instructor	1	296.97	27.71	269.26	4/18/2025
58446	Dispatcher I	1	2,133.76	816.42	1,317.34	4/18/2025
58447	Communications Manager	1	3,367.62	864.29	2,503.33	4/18/2025
58448	Finance Admin. Asst./C	1	2,152.89	493.50	1,659.39	4/18/2025
58449	Dispatcher II	1	2,340.25	550.21	1,790.04	4/18/2025
58450	HR Director	1	4,682.71	1,619.33	3,063.38	4/18/2025
58451	Police Officer II	1	3,182.63	717.62	2,465.01	4/18/2025
58452	POI	1	2,506.91	528.26	1,978.65	4/18/2025
58453	Utilities Assistant	1	1,685.60	545.45	1,140.15	4/18/2025
58454	MWI	1	2,068.36	441.74	1,626.62	4/18/2025
58455	Parks and Rec Director	1	5,170.38	1,736.02	3,434.36	4/18/2025
58456	WWTO	1	2,222.20	472.72	1,749.48	4/18/2025
58457	Lifeguard	1	588.70	63.21	525.49	4/18/2025
58458	Lifeguard	1	122.18	9.34	112.84	4/18/2025
58459	Head Lifeguard	1	1,763.00	450.30	1,312.70	4/18/2025
58460	Lifeguard	1	62.94	4.81	58.13	4/18/2025
58461	Associate Project Manager	1	3,166.61	1,240.40	1,926.21	4/18/2025
58462	Operator II	1	3,092.05	690.67	2,401.38	4/18/2025
58463	POIII	1	3,929.13	1,041.67	2,887.46	4/18/2025
58464	Deputy City Manager	1	6,463.61	3,555.69	2,907.92	4/18/2025

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
58465	Lifeguard	1	378.47	36.96	341.51	4/18/2025
58466	Dispatcher II	1	2,352.96	646.88	1,706.08	4/18/2025
58467	WWTO	1	2,575.20	924.99	1,650.21	4/18/2025
58468	MWI	1	2,083.45	320.96	1,762.49	4/18/2025
58469	POIII	1	3,236.52	861.19	2,375.33	4/18/2025
58470	Lifeguard	1	855.28	122.28	733.00	4/18/2025
58471	Presiding Municipal Co	1	1,017.17	125.23	891.94	4/18/2025
58472	Lifeguard	1	455.41	46.84	408.57	4/18/2025
58473	Sports Site Supervisor	1	260.10	22.89	237.21	4/18/2025
58474	Program Coordinator	1	3,280.44	913.85	2,366.59	4/18/2025
58475	Lifeguard	1	322.12	30.64	291.48	4/18/2025
58476	Lifeguard	1	85.16	6.52	78.64	4/18/2025
58477	Lifeguard	1	18.51	1.42	17.09	4/18/2025
58478	Lifeguard	1	296.20	27.65	268.55	4/18/2025
58479	Fleet Mechanic I	1	2,398.19	745.36	1,652.83	4/18/2025
58480	MWII Streets	1	2,423.42	492.91	1,930.51	4/18/2025
58481	Superintendent	1	3,876.00	1,286.58	2,589.42	4/18/2025
58482	Operator	1	763.75	102.11	661.64	4/18/2025
58483	Sergeant	1	3,236.13	801.35	2,434.78	4/18/2025
58484	Police Officer I	1	2,484.72	530.85	1,953.87	4/18/2025
58485	Sales Tax Accountant	1	2,300.00	670.15	1,629.85	4/18/2025
58486	Sports Site Supervisor	1	141.12	10.79	130.33	4/18/2025
58487	Lifeguard	1	545.16	87.60	457.56	4/18/2025
58488	Lifeguard	1	515.94	53.47	462.47	4/18/2025
58489	Dispatcher	1	1,989.79	704.84	1,284.95	4/18/2025
58490	Deputy City Clerk	1	2,254.18	469.87	1,784.31	4/18/2025
58491	Sports Coordinator	1	2,139.20	589.76	1,549.44	4/18/2025
58492	Planning Director	1	5,170.38	2,502.95	2,667.43	4/18/2025
58493	Lifeguard	1	625.72	71.76	553.96	4/18/2025
58494	Systems Admin	1	2,744.70	601.29	2,143.41	4/18/2025
58495	Operator	1	2,484.72	436.32	2,048.40	4/18/2025
58496	Operator	1	2,401.98	587.45	1,814.53	4/18/2025
58497	Utilities Technician	1	2,086.08	519.38	1,566.70	4/18/2025
58498	Operator	1	2,294.36	561.51	1,732.85	4/18/2025
58499	Permit Technician	1	236.98	43.13	193.85	4/18/2025
58500	Operator	1	3,268.65	1,244.22	2,024.43	4/18/2025
58501	GSI Tech	1	2,425.56	682.80	1,742.76	4/18/2025
58502	Lifeguard	1	55.54	4.25	51.29	4/18/2025
58503	HR Admin	1	1,778.40	473.90	1,304.50	4/18/2025
58504	Lifeguard	1	497.90	59.73	438.17	4/18/2025
58505	PT WWTO	1	1,138.50	151.62	986.88	4/18/2025
58506	Fleet Crew Chief	1	3,274.51	1,132.87	2,141.64	4/18/2025
58507	Lifeguard	1	603.51	66.83	536.68	4/18/2025
58508	Police Officer I	1	2,787.19	824.57	1,962.62	4/18/2025
58509	General Ledger Accountant	1	2,645.32	674.24	1,971.08	4/18/2025
58510	Lifeguard	1	510.95	53.09	457.86	4/18/2025
58511	Support Servcs Manager	1	3,620.88	1,163.32	2,457.56	4/18/2025
58512	Police Officer I	1	3,316.56	867.98	2,448.58	4/18/2025
58513	Lifeguard	1	788.63	107.49	681.14	4/18/2025
58514	Crew Chief - PBG	1	3,111.99	886.27	2,225.72	4/18/2025
58515	City Manager	1	7,278.20	2,361.81	4,916.39	4/18/2025

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
58516	Administrative Assistant	1	1,864.85	437.85	1,427.00	4/18/2025
58517	Sergeant	1	4,187.18	1,012.72	3,174.46	4/18/2025
58518	PT Meter Reader	1	1,004.16	205.54	798.62	4/18/2025
58519	Aquatic Manager	1	3,366.18	1,088.95	2,277.23	4/18/2025
58520	WTP CHIEF OPERATOR	1	4,745.87	2,423.16	2,322.71	4/18/2025
58521	Lifeguard	1	429.68	42.87	386.81	4/18/2025
58522	Lifeguard	1	1,029.30	160.98	868.32	4/18/2025
58523	Utilities Director	1	6,207.64	2,747.34	3,460.30	4/18/2025
58524	Sport Site Supervisor	1	58.31	4.47	53.84	4/18/2025
Totals			560,767.59	157,925.97	402,841.62	



City of Woodland Park Staff Report for City Council

Meeting Date: June 5th, 2025

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

ITEM:

Monthly Report of Mayor and Council Expenses

The following is a summary of the Mayor and Council Expenses for April 2025.

April 2025

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Miscellaneous expenses	\$17,950.00	\$0.00	\$200.15	\$17,749.85	1%
Training/Travel	\$11,000.00	\$0.00	\$0.00	\$11,000.00	0%
Supplies	\$150.00	\$164.68	\$164.68	-\$14.68	110%
Meetings/Mileage/Meals	\$3,000.00	\$18.95	\$575.87	\$2,424.13	19%
Special Projects	\$500.00	\$0.00	\$0.00	\$500.00	0%
Total	\$32,600.00	\$183.63	\$940.70	\$31,659.30	3%



STAFF REPORT

TO: Mayor Case and City Council

FROM: Rob Felts, IT & Operations Manager

DATE: June 5, 2025

SUBJECT: Approval of a contract between the City of Woodland Park and Brave Bear Custom Builders in the amount of \$59,625 for renovations to the Planning and Human Resource Offices. (A)
(Presenter Assistant City Manager Felts)

BACKGROUND: The renovations to the Planning and Human Resource office will increase accessibility within City Hall by creating a more open work environment and addressing concerns over aged flooring and potential hazards. We put this out for bid on bid net and received two bids. We are going with Brave Bear Custom Builders, who was the lower bid.

RECOMMENDATION: Approve contract for Brave Bear Custom Builders.

ATTACHMENTS: 1. Brave Bear



CITY OF WOODLAND PARK INDEPENDENT SERVICES AGREEMENT

THIS AGREEMENT FOR INDEPENDENT SERVICES ("Agreement") is made and entered into this 5 day of 28, 2025 by and between the CITY OF WOODLAND PARK, COLORADO, a Colorado municipal corporation ("City"), and Brave Bear Custom Builders LLC ("Contractor"), whose address is [7741 O'Conner Rd Boulder CO, 80303].

WHEREAS, the City desires that Contractor perform the Services of [220 W South Ave Woodland Park] as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Section 1** of this Agreement; and

WHEREAS, Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided pursuant to this Agreement, and is ready, qualified, willing, and able to provide such services to the City; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, further specified as [25.FA.002 Planning and HR Improvements Base Bid and Add Alternate #1 Project Must be completed Within 60 Days All Associated Repaire Are Incidental] ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

All equipment, tools, materials and supplies required for the performance of services under this Agreement shall be furnished by the Contractor, except that the City of Woodland Park shall furnish the following: [NONE]

2. Compensation. The City agrees to compensate Contractor, in the following amount/rate/calculation [\$59,625.00], The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be effective as of the date of its execution by both parties, as dated above until the Agreement is terminated pursuant to Section 8



of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion.

4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for their own liability insurance, and that the City's insurance coverage does not extend to independent contractors or to the Contractor.

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

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

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimated percentage of completion, including the percentage of any and all work items begun but not completed.

9. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Teller, State of Colorado.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF WOODLAND PARK, COLORADO

By: _____

CONTRACTOR:

By: - CEO

[Name]

[Title]



STAFF REPORT

TO: Mayor Case and City Council

FROM: Kip Wiley, Utilities & Public Works Director

DATE: June 5, 2025

SUBJECT: Approval of a contract between the City of Woodland Park and Dawson Infrastructure Solutions in the amount of \$114,731.43 for a new sewer camera. (A)
(Presenter Public works Director Wiley)

BACKGROUND: The sewer camera is used for the inspection of sewer mains. This helps identify problem areas and also shows the accuracy of cleaning. The camera is also used for the inspection of new sewer mains for new developments.

The existing camera that we have is 12 years old and no longer works. We have tried replacement parts with no luck. We budgeted \$100,000 in the budget for 2025 and the cost of the new camera is \$114,731.43. We have received a few estimates with the high bid being \$161,000 and the low bid being the current contract in front of you this evening.

RECOMMENDATION: Approval of the purchase of the new sewer camera for the Utilities Department.

ATTACHMENTS: 1. sewer camera contract



Experts in Environmental & Inspection Equipment Solutions

Dawson Infrastructure Solutions

(303) 632-8236
dawsonis.com

Estimate

Page 1 of 3

Date 2/28/2025

Estimate # Q22013

Expires 3/30/2025

Terms Net 15

Shipping Method Best Way

Sales Order #

Bill To

Woodland Park
220 W. South Avenue
PO Box 9007
Woodland Park CO 80866
United States

Qty	Description	Info Link
	HD portable/mounted inspection system	
1	Pressure Test Set	
1	ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA * Pan, Tilt and Zoom for 4" and up * May be used on tractor or pushrod * Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate * High resolution and superior picture quality * Laser diameter, deformation, defect and object measurement (third party software required - not included)	https://rapidview.com/products/orion-3/
1	T66.1 HD Camera Tractor * For use with HD camera cable/systems * For camera operation in pipelines 4" and larger * Zero turn radius, full steering with ATC (Automatic Tilt Compensation) * Incl. test adapter, tool set and lowering claw. * Includes 4", 6" and 8" wheelsets * REQUIRES Camera Connection (Sold Separately)	https://rapidview.com/products/t66-camera-tr...
1	Camera Connection Type 2-8 SD/HD for SD cameras and ORION 3 (SD or HD modes) * Solid front connector for camera on T66.1 HD or T66.1 * Accepts Standard Definition cameras (ORION, NANO) and the ORION 3 SD/HD Camera. * If used on a T66.1 HD the ORION 3 will operate in HD mode.	
1	Additional Weight for T66	

Dawson Infrastructure Solutions

(303) 632-8236
dawsonis.com

Qty	Description	Info Link
	*For 6" and up *Light and heavy weights included *Additional Weight = additional traction = greater distance	
1	High-Traction Tungsten Carbide Wheels for 8" and up	
1	BP 3 Control Rugged Tablet * For control of MiniLite 3 HD and MainLite 2 HD * Daylight readable screen * 12" high-resolution touch-screen * Windows operating system with 512GB hard drive * Includes Bluetooth, Wi-Fi and USB port * Integrated front and rear cameras * Includes IKAS Recorder * Includes rigid handle for tablet * Requires BP3 Docking Station	
1	BP3 MainLite Vehicle Docking Station **INCLUDES E-STOP** V2 for BP3 Control Rugged Tablet * Includes 4423108 Vehicle holder for BP 3 Docking Station * For MainLite 2 HD * Durable aluminum construction * with emergency stop - for vehicle installation * Includes 2 joystick for camera and tractor control * Requires BP3 Control Rugged Tablet V4017014	
1	KW307 HD Cable Drum + boom - Powered cable drum holds 1000 ft. / 300 m of cable (sold separately) - Automatic level wind assembly - Integrated power electronics and digital length counter - Swivel boom for mounting in front of the cable winch or onto the mobile rack - Cable cleaning brush - for operation with BP 3 Docking Station V2 and Rugged Tablet	

Estimate

Page 3 of 3

Date

2/28/2025

Estimate #

Q22013

Dawson Infrastructure Solutions

(303) 632-8236
dawsonis.com

Qty	Description	Info Link
1	Camera Cable Type 00/13/FO HD 1000ft - for cable winch KW 307 - terminated with connector	
1	Cable Deflection Pulley KUV 2.7 with rope and holder	https://rapidview.com/products/downhole-roll...
1	CC Electric Lift HD for T66.1 HD	
1	T66 Lowering Claw used with Pole Adapter	
1	Low Profile KW Reel cabinet, (W-22" x L-39") including one locking drawer with a divider	
1	Installation and Onsite Training	
1	Less Discount of \$4,259.62 per Sourcewell contract 120721-RVL and City of Woodland Park Account # 94340	

Subtotal	109,731.43
Shipping Cost (Best Way)	5,000.00
Total	\$114,731.43



Q22013



STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: June 5, 2025

SUBJECT: Approval of a contract between the City of Woodland Park and Great Plains Structures for labor, material and equipment necessary to install a glass fused to steel bolted tank in the amount of \$1,048,000.00. (A)
(Presenter Public Works Director Wiley)

BACKGROUND:

The City is working with JVA Consultant Engineers on the design of the second water tank on Gold Hill (west side of town). Through the design process, the City is securing the tank before the construction contract is awarded, therefore allowing the tank to be available to the contractor for installation quicker. The City considered a glass-lined bolted steel tank and an epoxy-lined bolted steel tank.

JVA received proposals from Great Plains Structures, or GPS, (glass-lined bolted steel tank) and Tank Connection (epoxy-lined bolted steel tank). The City selected the proposal from Great Plains Structures. Below are some talking points about why the glass-lined tank was selected.

1. The GPS proposal includes in and under piping up to 10 feet outside the tank foundation, while the Tank Connection proposal only includes tank interior piping. This means that the GPS proposal includes a slightly larger scope than the Tank Connection proposal. GPS quoted the scope of work requested by JVA.
2. The glass-lined tank's capital cost is nearly triple that of the epoxy-lined tank. However, the glass-lined tank will never need to be recoated, and the only maintenance needed is cathodic protection anode replacements every 10 years and recalking of joints every 15 to 20 years. An epoxy-lined tank will need to be recoated on the interior and exterior every 15 to 20 years. The cost to recoat an epoxy-lined tank is expected to be more than triple the cost of the maintenance items needed for the glass-lined equivalent over the same time period. Therefore, it is anticipated that the life cycle costs of the glass-lined tank will break even and drop below an epoxy-lined equivalent within 20 years following tank construction.
3. The glass-lined tank can be constructed with a concrete floor, but the epoxy-lined tank may require an ASCE variance to be allowed to have a concrete bottom with an embedded base setting ring. A steel floor would be required if a variance cannot be granted. A steel floor would likely cost more than a concrete floor due to higher material and labor costs.

4. GPS has more confident submittal, fabrication, delivery and tank erection lead times than Tank Connection. The submittal period is expected to be much shorter with GPS.
5. GPS needs a 30' by 40' staging area while Tank Connection needs a 100' by 100' staging area for tank construction.
6. The GPS proposal included more information requested in the JVA RFP than the Tank Connection proposal. GPS seems enthusiastic about working with the City of Woodland Park and has been very responsive with JVA. Also, GPS is familiar with Teller County building department expectations.
7. Although the firm price of the glass-lined tank increased from the budgetary quote, the total cost of the project is expected to be similar to the 60% OPC of around \$2 million with the reduction in electrical scope from 60% to 90% design.
8. Tank Connection does not allow retainage during construction unless previously agreed upon.
9. The Woodland Park team that will be operating the tank is more comfortable with a glass-lined tank because it is durable and higher quality than epoxy-lined.
10. The down payment for the tank purchase order (PO) is slightly lower for the glass-lined tank than the epoxy-lined tank.

The purchase price for the GPS tank is \$1,048,000.00. The City will be placing 10% down on the tank (\$104,800.00) and the tank will be handed over to the contractor (when awarded) and the contractor will secure the remaining amount on the tank. The Water Enterprise has budgeted \$2.5M for this project.

RECOMMENDATION:

ATTACHMENTS: 1. contract for Great Plains

GREAT PLAINS STRUCTURES, LLC

3301 LABORE ROAD
VADNAIS HEIGHTS, MN 55110



TO: Casey Johnston, P.E. – JVA Consulting Engineers

PROJECT: Woodland Park, CO – Gold Hill Tank Project

DATE: May 21, 2025

SCOPE OF WORK

GREAT PLAINS STRUCTURES TO PROVIDE MATERIAL, LABOR, AND EQUIPMENT NECESSARY TO INSTALL A *GLASS-FUSED-TO-STEEL* BOLTED TANK AS MANUFACTURED BY *CST STORAGE OF DEKALB, ILLINOIS*:

- ❖ **GLASS-COATED - AQUASTORE®:** Model 53 x 33 (0.5M gal.) WATER STORAGE TANK
 - ONE (1) 53.15' DIA. X 33.01' TALL GLASS-FUSED TO STEEL **AQUASTORE® TANK**
 - TANK HAS **TAN EXTERIOR** AND WHITE INTERIOR
 - TANK CAPACITY: 514,000 USABLE GALLONS AT 31' WATER HEIGHT
 - ALUMINUM GEODESIC DOME ROOF WITH HATCH, 8" VENT TO OPENING, *40" HIGH COUNTRY VENT EXTENSION* AND NON-SKID WALKWAY WITH HANDRAIL MEETING CDPHE REQUIREMENTS.
 - CONCRETE FOUNDATION DESIGN BY CST - AQUASTORE
 - 5 YEAR MANUFACTURER'S COATING WARRANTY
 - * **AQUASTORE®** MEETS POTABLE WATER REQUIREMENTS OF CDPHE
 - PAYMENT & PERFORMANCE BOND INCLUDED
 - BUILDERS RISK INSURANCE NAMING OWNER AS ADDITIONAL INSURED
 - COLORADO SALES TAX INCLUDED.
- ❖ **ADVANTAGES/DISADVANTAGES**
 - GLASS-FUSED TO STEEL NEVER NEEDS RE-PAINTING, IT'S PORCELAIN ENAMEL FUSED TO STEEL AT 1500 DEG F. AND BONDS TO THE STEEL SUBSTRATE, IT DOESN'T CHALK OR FADE OVER TIME LIKE AN EPOXY PRODUCT
 - GRAFFITI CAN EASILY BE REMOVED FROM THE PORCELAIN ENAMEL SURFACE WITH MINERAL SPIRITS OR PAINT REMOVER IF IT BECOMES NECESSARY
 - GLASS-FUSED TO STEEL TANKS REQUIRE CATHODIC PROTECTION ANODE REPLACEMENT APPROX EVERY 10 YEARS, TYPICAL COST IS \$650/ANODE
 - BOLTED TANKS IN GENERAL WILL REQUIRE THE HORIZONTAL & VERTICAL JOINTS TO BE RE-CAULKED ABOUT EVERY 15-20 YEARS

- ❖ COLORADO STRUCTURAL P.E. STAMPED FOUNDATION, TANK CALCULATIONS AND DRAWINGS COMPLETED AND PROVIDED BY THE TANK MANUFACTURER.

TANK AND ROOF DESIGN

- POTABLE WATER
- SPECIFIC GRAVITY: 1.05
- PH RANGE: 6-9
- STORED TEMPERATURE: AMBIENT
- FLOOR TYPE: *CONCRETE FLOOR – EMBEDDED STARTER*
- PRELIMINARY FOUNDATION DESIGN BASED ON 3,000 PSF SOILS.

DESIGN CONDITIONS

- TANK DESIGNED IN ACCORDANCE WITH: AWWA-2019
- **SEISMIC DESIGN: IBC 2018/21**
- SEISMIC ZONE: SS: .22; S1: .049
- SEISMIC SITE CLASS: C
- **WIND DESIGN: ASCE 7-16**
- WIND SPEED: 140 (MPH)
- GROUND SNOW LOAD: 85 PSF

COATINGS: GLASS-FUSED- TO-STEEL

- INTERIOR: WHITE – GLASS 97 (3 COAT/2 FIRE)
- EXTERIOR FINISH COLOR: TAN

HARDWARE & SEALER:

- GALVANIZED BOLTS, NUTS, AND WASHERS
- HIGH IMPACT POLYPROPYLENE ENCAPSULATED HEAD BOLTS FOR INTERIOR VERTICAL & HORIZONTAL BOLT SEAMS
- SIKA 403 SEALANT

TANK ACCESSORIES

1. ONE (1) 30" GALVANIZED MANWAY WITH DAVIT ARM.
2. ONE (1) 12" EXTERNAL SCH 10 STEEL OVERFLOW PIPE TERMINATED AT GRADE BY PLAIN-END WITH SS NO. 24 MESH SCREEN.
3. ALUMINUM INTERIOR WEIR BOX MOUNTED INSIDE TANK WALL.
4. ONE (1) EXTERNAL ALUMINUM LADDER WITH SAFETY CAGE, BRACKET ASSEMBLY, FALL ARREST SYSTEM AND EXTENSION TO GRADE
5. ONE INTERNAL FIBERGLASS LADDER WITH BRACKETS AND FALL ARREST SYSTEM.
6. ONE (1) FACTORY PASSIVE CATHODIC PROTECTION SYSTEM.
7. TWO (2) 30" ROOF ACCESS HATCHES WITH GASKET AND 4" CURB
8. ONE (1) 24" GRAVITY VENT X 8" HIGH TO OPENING AND 40" TALL HIGH COUNTRY VENT EXTENSION
9. ONE (1) 7' GUARD RAIL AT ROOF EAVE AND SINGLE HANDRAIL WITH NON-SKID TAPE TO APEX. ****Spec states 10' min. - CST's standard is 7' guardrails per each side of ladder.****
10. FREIGHT TO SITE INCLUDED.

SITework/FOUNDATION COORDINATION NOTES

- GC TO OBTAIN TELLER COUNTY BUILDING PERMIT IF GPS BECOMES THE SUBCONTRACTOR
- GC TO EXCAVATE AND PREPARE SUBGRADE PER GEOTECH REPORT AND JVA PLAN DRAWINGS.
- GPS TO STUB OUT 10" INLET/OUTLET AND 6" DRAIN OUT 10' PAST TANK FOOTING WALL AND MINIMUM OF 4' INSIDE TANK FROM TANK WALL.
- GPS TO FORM AND PROVIDE STEEL REINFORCING FOR PIPE ENCASEMENTS PER STRUCTURAL DETAIL ON SO.1.
- GPS TO PROVIDE REMOVABLE STAINLESS STEEL 304 SILT STOP FOR 10" INLET.
- GPS TO FORM ROUND 24" DIA X 6" DEEP SUMP FOR DRAIN
- GPS REQUIRES GC TO LEVEL FOOTING AREA $\frac{1}{4}$ " ACROSS TANK PAD FOR SETTING FORMWORK
- GPS REQUIRES GC TO BACKFILL AND COMPACT INTERIOR RINGWALL PER GEOTECH REQUIREMENTS
- GPS REQUIRES GC TO FINE GRADE INTERIOR BACKFILL WITHIN $\frac{1}{4}$ " ACROSS 10' SPAN TO MAKE READY FOR REBAR. GPS WILL NOT FINE GRADE GC's COMPACTED FILL MATERIAL
- GC TO UNLOAD TANK MATERIAL AND ALUMINUM ROOF ADJACENT TO TANK SITE. HEAVIEST SKID WEIGHT IS #8,000LBS. SKIDS ARE APPROX 5' X 9' AND A STAGING AREA OF 30' X 40' IS REQUIRED

EXCLUDED ITEMS

1. TELLER COUNTY BUILDING PERMIT
2. ALL COSTS ASSOCIATED WITH FILLING AND DRAINING THE TANK FOR TESTING BY GC/OWNER.
3. ANY SOILS, COMPACTION, CONCRETE MATERIAL TESTING
4. ANY EXCAVATION, BACKFILL, OR STRUCTURAL FILL
5. ANY SITE PIPING, VALVES, AND FITTINGS BEYOND TANK FOUNDATION
6. ANY GEOTECHNICAL WORK
7. ANY ELECTRICAL.
8. ABNORMAL OR RESTRICTIVE WORK RULES

TANK PRICING (valid for 30 days)

ITEM	SIZE (500,000 GAL.)	TOTAL
1	53' Diameter x 33' Tall (500,000gal.) <i>AQUASTORE® GLASS-FUSED TO STEEL BOLTED TANK, CONCRETE FOOTING & SLAB AND 10" and 6" DIP STUBBED OUT PAST TANK 10'</i>	\$ 1,048,000.00

**SUBMITTAL LEAD TIME 3 WEEKS*

**FABRICATION LEAD TIME 23 WEEKS*

**ERECTION OF TANK & DOME 4 WEEKS (2026 CONSTRUCTION)*

TERMS & DELIVERABLES

- ❖ **QUALIFICATIONS:** A qualified price adjustment would be tied to CST Industries, Inc. pricing between current date of this quote and any future change from CST Industries, the specified tank manufacturer.
- ❖ **TERMS:** 10% Down Payment required, Progress Payments Net 30
- ❖ **APPROVAL DRAWINGS:** Final shop drawings on the tank and foundation are completed and stamped by CST registered structural engineer in the State of Colorado
- ❖ **QUALITY:** Tank material manufactured in the U.S.A – DeKalb, IL.
- ❖ **SAFETY:** *Great Plains Structures* has a comprehensive safety policy which is the standard for its employees and subcontractors
- ❖ **INSURANCE:** *GPS* will provide a certificate of insurance covering our portion of the work

After you have had an opportunity to review the above proposal and should you have questions, feel free to call me at 612-810-8985.

SINCERELY,

Jason Sixberry
President



City of Woodland Park Staff Report for City Council

Meeting Date	Agenda Item
June 5 th , 2025	
Department	Presenter
City Manager's Office/ Finance	Aaron Vassalotti, City Manager Kimberly Burleson, Budget Director

Item Title

Ordinance 1497, series 2025 to amend 2025 Budget expenditure appropriations (Budget Supplemental Ordinance)

Long title: Ordinance No. 1497, Series 2025, AN ORDINANCE ADJUSTING EXPENDITURES APPROPRIATIONS TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO, FOR THE 2025 BUDGET YEAR, AND AMENDING ORDINANCE NO. 1486, SERIES 2024

History

City Council adopted the City's 2025 Annual Budget on December 5, 2024. Pursuant to the City's Home Rule Charter, City Council can amend the budget when the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget.

Summary

The purpose of this supplemental appropriation is summarized below. This budget expenditure adjustment and revenue source is described in the attachment to this report.

- **DDA Grant to Local Businesses**

- On February 4th, 2025 the initially DDA approved up to 30 grants up to \$5,000 for a total of up to \$150,000 for the purpose of improving the beautification and viability of local businesses
- The DDA received 33 applications for a total of \$161,000, \$11,000 in excess of the original request Council previously approved. On May 13th, 2025 the DDA reviewed all of the applications and wishes to fund all applications received and is requesting an additional \$11,000 for this purpose.

- **DDA Legal Expenses**

- The 2025 Budget incorrectly listed the DDA Legal Expense line as \$10,000 when it should be \$30,000. Request to increase the Legal Expense line by \$20,000 to reflect the actual amount.

- **Aquatic Center Boiler**

- \$23,825.85 to replace heat exchanger, burner assembly and gaskets on pool boiler.

Staff Recommendation

Approve Ordinance No. 1497, Series 2025 to amend the 2025 Annual Budget.

Question for Council

Does the City Council approve Ordinance No. 1497 Series 2025?

City of Woodland Park
2025 Supplemental Appropriation

Exhibit A

Downtown Development Authority	
Increase Budgeted Revenues	\$ -
Supplemental Appropriation	31,000
Culture and Recreation	
Increase Budgeted Revenues	\$ -
Supplemental Appropriation	23,826

City of Woodland Park
2025 Amended Budget
Supplemental Appropriations

	2025 Current Budget	2025 Supplemental Appropriation (incr/decr)	2025 Amended Budget
Downtown Development Authority (215)			
Revenue	\$ 928,419	\$ -	\$ 928,419
Expenditures	(716,901)	(31,000)	(747,901)
Revenue over/(under) Expenditures	\$ 211,518	\$ (31,000)	\$ 180,518

Fund Balance Summary:

Beginning Fund Balance - 1/1/2025	\$ 1,353,735		\$ 1,353,735
Revenue over/(under) Expenditures	211,518	(31,000)	180,518
Ending Fund Balance - 12/31/2025	\$ 1,565,253	\$ (31,000)	\$ 1,534,253

Supplemental Appropriation Detail:

	Expenditures	Revenue
1. Microgrants Program for DDA	\$ 31,000	\$ -
Total adjustment	\$ 31,000	\$ -

Culture and Recreation Fund

Revenue	\$ 1,549,981	\$ -	\$ 1,549,981
Expenditures	(1,549,981)	(23,826)	(1,573,807)
Revenue over/(under) Expenditures	\$ -	\$ (23,826)	\$ (23,826)

Fund Balance Summary:

Beginning Fund Balance - 1/1/2025	\$ 173,563		\$ 173,563
Revenue over/(under) Expenditures	-	(23,826)	(23,826)
Ending Fund Balance - 12/31/2025	\$ 173,563	\$ (23,826)	\$ 149,737

Supplemental Appropriation Detail:

	Expenditures	Revenue
1. Boiler Replacement	\$ 23,826	\$ -
Total adjustment	\$ 23,826	\$ -

SERVICE & REPAIR QUOTE



Replace Heat Exchanger, Burner Assembly and Gaskets on Pool Boiler

WOODLAND AQUATIC CENTER
111 N Baldwin St
Woodland Park, CO, US 80863

Quote #: Q-78606

Prepared for:

Brady Warner
Facility Director
CITY OF WOODLAND PARK
Quote Document Date: 05/27/25

Prepared by:

Daniel Wesolowski
Account Manager
Phone: (720) 879-2431 Mobile:
E-mail: daniel.wesolowski@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Replace Heat Exchanger, Burner Assembly and Gaskets on Pool Boiler

Order & receive parts
Mobilize technician to site
LOTO unit
Shut down gas to unit
Remove heat exchanger, burner tubes and burner assembly and replace with new.
Re-energize unit and turn gas back on
Start-up and verify proper operations

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$23,825.85 (Twenty Three Thousand, Eight Hundred Twenty Five dollars and Eighty Five cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Brady Warner
CITY OF WOODLAND PARK
PO BOX 9007200 W SOUTH AVE
WOODLAND PARK, CO 80866

Daikin Applied Americas Inc.
13600 Industrial Park Blvd
Minneapolis, MN 55441

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.

DAIKIN APPLIED AMERICAS INC. TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than as published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1497, SERIES 2025

AN ORDINANCE ADJUSTING EXPENDITURE APPROPRIATIONS TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2025 BUDGET YEAR, AND AMENDING ORDINANCE NO. 1486, SERIES 2025.

WHEREAS, the Home Rule Charter of the City of Woodland Park specifies that City Council may, by ordinance, make supplemental appropriations when there are available for appropriation revenues in excess of those estimated in the budget.

NOW, THEREFORE, THIS ORDINANCE:

THE CITY OF WOODLAND PARK, COLORADO, ORDAINS

That an Ordinance entitled “AN ORDINANCE ADJUSTING EXPENDITURE APPROPRIATIONS TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2025 BUDGET YEAR, AND AMENDING ORDINANCE NO. 1486, SERIES 2024,” be and the same is hereby adopted as follows:

Section 1. The 2025 Amended Budget for the City of Woodland Park, Colorado, which is attached hereto as Exhibit A and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

Section 2. Effective Date. 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 19th DAY OF JUNE 2025.

Kellie Case, Mayor

ATTEST:

Suzanne Leclercq, City Clerk



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: June 5, 2025

SUBJECT: Approval of a Special Event Liquor License for America's Mountain Festival to be held on July 5, 2025. (QJ)
(Presenter Deputy City Manager 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: Grant a Special Event Liquor License to Restaurant As Mission (RAM) for the 2025 America's Mountain Festival at the location of 120 S. Center St., Woodland Park, CO 80863.

Applicant: Chef Victor Matthews, PhD with Restaurant As Mission (RAM).

Application details:

- Applicant is Chef Victor Matthews, PhD with Restaurant As Mission (RAM).
- The Organization is a non-profit organization with a current Sales Tax number.

Event Details:

- America's Mountain Festival will be held at 120 S. Center Ave., on Saturday, July 5, 2025, from 12:00 pm – 9:00 pm.

Factual Findings:

- The application was submitted on March 13, 2025.
- The America's Mountain Festival TUP was approved at the May 15, 2025 City Council meeting
- Subject property was posted on May 22, 2025 as required by law.
- Public Notice was published on the City's Website May 22, 2025.
- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

RECOMMENDATION:

Recommended Action:

Grant a Special Event Liquor License to Restaurant As Mission for the 2025 America's Mountain Festival at the location of 120 S. Center St., Woodland Park, CO 80866

ATTACHMENTS: None



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: June 5, 2025

SUBJECT: Approval of a transfer of a Hotel and Restaurant Liquor License from Pikes Pike BBQ to Pikes View BBQ located at 1139 East Highway 24. (QJ)
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND: CITY OF WOODLAND PARK Liquor License Summary

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

=====

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

Applicant: Pikes View BBQ 1139, LLC dba Pikes View BBQ & Taproom located at 1139 E. US Hwy 24, Woodland Park, CO 80863.

Application details:

- Applicant is Pian Zhao and Leslie Chen.
- LLC has current sales tax license and FEIN number.
- A petition of needs and desires is not necessary for a transfer liquor license since the location has previously been licensed.
- The location is eligible to be licensed.
- Possession of the property is documented by a Commercial Building and Business Purchase Agreement, fully executed by both parties and dated March 21, 2025.

Factual Findings:

- The application was submitted on April 30, 2025.

- Subject property was posted on May 23, 2025 as required by law.
- Public Notice was published on the City's Website May 23, 2025.
- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

RECOMMENDATION: Recommended Action:

Following Public Hearing, approve application from Pikes View BBQ 1139, LLC dba Pikes View BBQ & Taproom for a transfer Hotel and Restaurant Liquor License located at 1139 E. US Hwy 24, Woodland Park, Colorado 80863.

ATTACHMENTS: None

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1496, Series 2025

**AN ORDINANCE OF THE CITY COUNCIL OF WOODLAND PARK, COLORADO,
CONFIRMING THE REPEAL BY THE CITY COUNCIL ON MARCH 10, 2025 OF
THE PORTION OF THE CITY SALES TAX THAT FORMERLY SUPPORTED THE
SCHOOL DISTRICT, THEREBY REDUCING THE CITY SALES TAX BY 1.09%, AS
OF MARCH 10, 2025**

WHEREAS, On March 10, 2025, by emergency Ordinance No. 1492, the City Council of the City of Woodland Park repealed the portion of the City's sales tax that previously supported the Woodland Park School District, and

WHEREAS, because Council's action was by emergency ordinance, the City's sales tax rate was immediately reduced by 1.09%, to 3.00% and the City instructed retailers to begin collecting tax at the 3.00% rate, and

WHEREAS, the City Charter, at Section 7.7(c) provides that an emergency ordinance "shall not be in effect longer than ninety (90) days after passage", and

WHEREAS, pursuant to the TABOR Amendment to the Colorado Constitution, any tax, once repealed, whether by emergency ordinance or otherwise, may only be re-imposed by voters at an election, and

WHEREAS, notwithstanding the explicit command of the TABOR Amendment, the fact that Ord. 1492 was approved as an emergency ordinance has led some people to speculate or opine that the 1.09% tax might somehow be recreated or reimposed, once the 90 day period for effect of the emergency ordinance expires, and

WHEREAS, in order to clarify its intent and remove any doubt or speculation as to permanent effect of the Council's March 10, 2025, action repealing the tax, the Council wishes to memorialize such repeal with a regular, non-emergency ordinance,

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

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

Section 2. Section 3.08.030 A of the Woodland Park Code is amended by the addition of the following new language: "The 1.09% tax first levied for the benefit of the Woodland Park School District in 2016 and reauthorized by City voters at the November 5, 2024 City election is repealed, effective March 10, 2025, thereby reducing the tax rate under this subparagraph to 3.00%."

THE FOREGOING ORDINANCE IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WOODLAND PARK, COLORADO ON THIS _____ day of _____, 2025.

City of Woodland Park

Kellie Case, Mayor



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: June 5, 2025

SUBJECT: Discussion of appointment of new City Councilmember. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND: As the Council is aware, there is a vacant Council Seat that was vacated with the resignation of Carrol Harvey.

The City Charter lays out the options that the Council has to fill this vacancy. The City Charter states:

Section 3.5 Vacancies

A vacancy shall be filled by a majority vote of the Mayor and/or the remaining Council after such a vacancy occurs, provided there will not be a regular municipal election within (90) days of such a vacancy. To fill a vacancy, the Mayor and/or the remaining Councilmembers may:

1. Appoint any qualified person
2. Conduct an open application process
3. Appoint the person who received the next highest vote total in the last municipal election should the vacancy occur within six months of said election
4. If the Council fails to reach a majority vote on the appointment of a new Mayor or Councilmember, the Council may call a special election to fill the vacancy, provided there will not be a regular municipal election within ninety days of the last tie vote.

An option not listed in the Charter, but the Council does have, is that they can do nothing and leave the Council with a vacant council seat.

The term for this council seat will expire in April 2026.

This evening I am looking for direction on how you would like to proceed with this process.

RECOMMENDATION:

ATTACHMENTS: None