



City of Woodland Park

City Council

December 18, 2025 at 6:00 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Presentation of the Keep Woodland Park Beautification Award. (A)
(Presenter Communications Manager Higginbotham)
 - B. Appointments to the Historical Preservation Committee, Board of Review, Planning Commission, Board of Adjustment and Downtown Development Authority. (A)
(Presenter Deputy City Manager/City Clerk)
 - C. Presentation of the Main Street Board Work Plan. (A)
(Presenters the Main Street Board)
 - D. Promotions and Awards for the Woodland Park Police Department. (A)
(Presenter Chief Deisler)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the December 4, 2025, City Council Meeting Minutes. (A)
(Presenter Deputy City Manager/City Clerk)
 - B. Approval of the November 2025 Statement of Expenditures. (A)
(Presenter City Manager Vassalotti)
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. 1517, Series 2025, on initial posting, an ordinance of the City Council for the City of Woodland Park, Colorado, Amending Ordinance No. 1467 and approving a First Amendment to development Agreement between the City of Woodland Park and the Pathway to the Rockies Council, Boy Scouts of America, regarding the development of the Glen Aspen Reservoir Project, and set the Public Hearing for January 15, 2026.. (A)
(Presenter City Attorney Williams)

- B. Approval of Ordinance No. 1516, Series 2025, on initial posting, 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. 1485, Series 2025 and Ordinance No. 1486, Series 2025, and set the Public Hearing for January 15, 2026. (A)
(Presenter Budget Director Burleson)

9. PUBLIC HEARINGS

(Public comment may be heard)

10. NEW BUSINESS

(Public comment may be heard)

- A. Approval of Resolution No. 938, Series 2025, a Resolution authorizing the City of Woodland Park to enter into an Agreement to Become an Official Main Street Community and Affirming the Support of City Council and City Management. (A)
(Presenter Budget Director Burleson)
- B. Approval of the Historical Preservation Committee Bylaws and Rules of Procedure (Presenter Planning Director Karen Schminke, AICP)

11. REPORTS

(Public comment not necessary)

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

12. ADJOURNMENT

Key to agenda abbreviations:

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

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

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



STAFF REPORT

TO: Mayor Case and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: December 18, 2025

SUBJECT: Appointments to the Historical Preservation Committee, Board of Review, Planning Commission, Board of Adjustment and Downtown Development Authority. (A)
(Presenter Deputy City Manager/City Clerk)

BACKGROUND: There are several Boards and Committees that have terms expiring January 1, 2026. The City Clerk's Office has advertised for these positions and sent letters to all the incumbents encouraging them to re-apply.

This evening, Council will be considering the following appointments:

Historical Preservation Committee

There are currently three terms expiring as of January 1, 2026. The terms expiring are for Laurie Glauth, David Langley and Eric Simonson. The City Clerk's Office has received applications for re-appointment from Laurie Glauth, David Langley and Eric Simonson. No other applications were received. All three candidates are eligible for reappointment and term limits are not a consideration for these appointments.

Planning Commission

There are currently three terms expiring as of January 1, 2026. One term expiring is for Don Hoying. The other two terms are vacant. The City Clerk's office has received an application for re-appointment from Don Hoying. No other applications were received. Mr. Hoying is eligible for reappointment and term limits are not a consideration for these appointments.

Board of Adjustment

There are currently three terms expiring as of January 1, 2026. Two of the terms expiring are for Lou Ramon and Nicholas Abercrombie. There is one term that is vacant. The City Clerk's Office has received an application for re-appointment from Nick Abercrombie.

Downtown Development Authority

The DDA currently has seven filled positions. The DDA by-laws allow up to nine positions. The City

Clerk's Office received an application for appointment to the DDA from Roy Cassada. If appointed, Mr. Cassada's term would expire in June 2030.

Board of Review

The BOR has currently staggered their terms and there will be one term expiring in 2027, one term expiring in 2028, two terms expiring in 2029 and an alternate position that will expire in 2028 as well. The City Clerk's Office has received an application from Jeff Cahill, and we would like to re-appoint him to the term expiring in 2029. Mac McViker will also be applying for consideration in January, and we would like for him to be re-appointed at that time for the other term expiring in 2029. For this evening's purpose we will only be considering Mr. Cahill for re-appointment.

RECOMMENDATION:

ATTACHMENTS: None



Woodland Park
City Above the Clouds | 1891

Woodland Park Main Street Program 2026-2029 Strategic Plan

Experience Woodland Park, the City Above the Clouds:

YOUR BASECAMP FOR ADVENTURE TO DINE, SHOP AND PLAY.

The Woodland Park Main Street Program Strategic Plan 2026-2029 is a three-year roadmap developed by the Board of Directors of the Woodland Park Main Street Program focused on enhancing the vitality of our town. The Woodland Park Main Street Program is a community driven organization created in partnership with the city. Our Board of Directors includes community members, business and property owners and other committed individuals whose collaboration strengthens the program's impact in Woodland Park and ensures our Main Street District thrives.



The Woodland Park Main Street 2026-2029 Strategic Plan articulates our organizational mission and purpose and provides Program focus by identifying three strategic priorities. Through community partnerships and volunteer support, we will deliver high impact projects in the Woodland Park Main Street District that will help to advance each of these priorities.

Mission Statement

Our mission is to strengthen Woodland Park's downtown by supporting local businesses and cultivating partnerships to create vibrant, welcoming spaces that showcase our community's character and make Woodland Park a destination of choice.

Woodland Park Main Street's Strategic Priorities define our Program's focus and are aligned with the Colorado Main Street Community Four Point Approach for Community Transformation. The Woodland Park Main Street Board of Directors leverages key partnerships and resources to advance each Strategic Priority.

Strategic Priorities

1. Connect businesses and entrepreneurs to resources that increase business development, retention and success.
2. Collaborate and partner with the DDA and area organizations for implementation of improvements that enhance the aesthetics, walkability and vibrancy of Woodland Park Main Street.
3. Lead and support marketing efforts to attract people to Woodland Park and promote the Main Street District.



Economic Vitality

Design

Promotion

Organization

Main Street Four Point Framework for Community Transformation



COLORADO
Department of Local Affairs
Division of Local Government



Projects to Advance Priorities

The Woodland Park Main Street Program Board guides and supports creative initiatives driven by the city, Downtown Development Authority, community organizations, and dedicated volunteers, whose shared efforts enhance the Main Street District and uphold pride in our community.

Connect businesses and entrepreneurs to resources that increase business development, retention and success.

Projects

- Support the DDA Micro Grant Program by providing business outreach, education workshops and application support.
- Host collaborative workshops with local partner to attract, develop and retain businesses in Woodland Park.



Collaborate and partner with the DDA and area organizations for implementation of improvements that enhance the aesthetics, walkability and vibrancy of Woodland Park Main Street.

Projects

- Support the Downtown Development Authority (DDA), in their efforts to establish Bergstrom and Quinn allies as safe and well-defined footpaths to facilitate pedestrian movement through downtown. Provide wayfinding signs, and landscaping features, while also maintaining vehicle access to parking and businesses.
- Assist in the Antler Alley beautification and downtown placemaking project by providing seating and landscaping features.
- Help enhance the attractiveness of downtown Woodland Park by promoting the DDA flowerpot project for local businesses downtown. Conduct outreach to increase awareness about the project and the opportunity for local businesses. Monitor the flowerpots to ensure they remain well watered and healthy throughout the season.



Market Woodland Park's Main Street District as a go-to destination for discovery, adventure and connection.

Projects

- Collaborate with Victor & Cripple Creek Main St program to promote projects and events that touch the Woodland Park Main Street District.
- Lead marketing efforts for two signature annual events and support partner events that bring people to Main Street.
- Develop a "walk around" map easily accessible for visitors through a QR code throughout the Main Street area that shows locations for shopping and dining.
- Design wayfinding for free parking areas in Woodland Park with support from DOLA technical assistance consultants.
- Design marketing and promotional strategies that attract nearby populations (Colorado Springs) and outdoor recreation enthusiasts to Main Street.



City of Woodland Park

December 4, 2025 at 6:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Following a City Council Joint Work Session between the DDA and City Council to discuss the sunset of the DDA, Mayor Case called the regularly scheduled City Council Meeting to order with the following Councilmembers in attendance: Mayor Case, Mayor Pro-tem Nakai, Councilmember Bryant, Councilmember Geer, Councilmember Jones and Councilmember Smith.

The following staff members were in attendance: City Manager Vassalotti, Deputy City Manager Leclercq, City Clerk Mendoza, Planning Director Schminke, Assistant City Manager Felts, Senior Planner Gates, City Attorney Wilson, Deputy City Clerk Sauer.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Presentation by Woodland Park High School Madrigals (Presenter Jeff Hemingson, MM, Woodland Park High School Vocal Music Director)

Jeff Hemingson, Vocal Music Director at Woodland Park High School, directed the Madrigals in the performance of two songs.

- B. Sales Tax Update for the Month of September 2025 (A) (Presenter City Manager Vassalotti)

City Manager Vassalotti presented the item to Council.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

- A. Approval of November 20, 2025 City Council Minutes (A) (Presenter Deputy City Manager/City Clerk Leclercq)

Motion: to approve the November 20, 2025, City Council Meeting Minutes. Geer/Smith.
Motion carried 6-0.

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

Elizabeth and Robert Hoeritz, 309 Willow Street, commented on their rezoning for a short-term rental property and shared their struggles in obtaining a permit from the City. They requested help from the City Manager in the process.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Pines at Tamarac Subdivision Final Plat (A25-0247): A request by Tom Martinez (Applicant) and Pines at Tamarac, LLC (Property Owner) to plat 20.61 acres into 39 lots; the subject property is described as Lot 2, Block 1, Dayspring Christian Fellowship (a.k.a. 205 Sourdough Road) in the Pines at Tamarac PUD zone district. (QJ) (Presenter Senior Planner CJ Gates)

Senior Planner Gates reviewed the staff report with the Council, sharing the following information:

AGENDA ITEM 9A Pines at Tamarac Subdivision Final Plat (A25-0247): A request by Tom Martinez (Applicant) and Pines at Tamarac, LLC (Property Owner) to plat 20.61 acres into 39 lots; the subject property is described as Lot 2, Block 1, Dayspring Christian Fellowship (a.k.a. 205 Sourdough Road) in the Pines at Tamarac PUD zone district.

LOCATION & ZONING

The subject property is 20.61 acres in size located in the northern portion of Woodland Park on the east side of Highway 67, and to the northwest of the Reserve at Tamarac subdivision. This is a triangular shaped parcel that is immediately north of the intersection of Highway 67 and Fairfield Lane, which is bordered by Highway 67 on its west side and Sourdough Road on its east side. Shining Mountain Golf Course is located across Highway 67 to the west. (Reference Figure 1 – Vicinity Map and Figure 2 – Aerial Photo).



BACKGROUND

Ordinance No. 563, Series 1992 annexed 468 acres of land known as Hawk Ridge into the City and zoned it all Planned Unit Development (PUD). This annexation included land on both sides of Highway 67. The land on the west side of Highway 67 falls under the Shining Mountain PUD Final Development Plan which was most recently amended in 2006 and consists of a golf course with clubhouse, 102 multi-family dwelling units, 255 single-family dwelling units, as well as open space/ wilderness/ recreation area/ wetlands. Development of this PUD has yet to

be completed and the golf course property was recently purchased by the City of Woodland Park.

The land on the east side of Highway 67 originally consisted of two triangular pieces of land with a total acreage of 37.17 acres. In the early to mid-1990's several different development proposals were approved, but none of them came to fruition and those approvals have long since expired. That details history is as follows:

- In 1994, the Terrace Greens PUD Master Plan was proposed for 37.17 acres (two triangular pieces east of Hwy 67) with 44 residential, 3 mixed use residential/commercial lots, 1 commercial lot plus two church sites and a Preliminary

Plat for Phase I was approved for what is now Lot 2 showing 21 residential lots along Hwy 67 and one (1) church site next to Sourdough Road.

- In February 1996, Terrace Greens morphed into Kingswood Estates and a revised master plan, preliminary plat, and final plat were all approved by Council. The Kingswood Estates Final Plat Filing No. 1 shows 24 lots (2 open space tracts, 3 large commercial tracts, and 19 single-family lots ranging in size from 10,767 – 18,161 SF on what is now Lot 2. Unfortunately, Kingswood Estates No. 1 was never recorded, the subdivision was never developed as proposed, and the Terrace Greens PUD master plan expired.
- In 1999, the northern triangle (now Lot 1) was rezoned from PUD to Suburban Residential (SR). In the year 2000, the Daysprings Christian Fellowship Subdivision was approved which consisted of a total of two lots. In 2002, construction began on the *Impact Church* on Lot 1 and Lot 2 (20.61 acres) remained undeveloped.

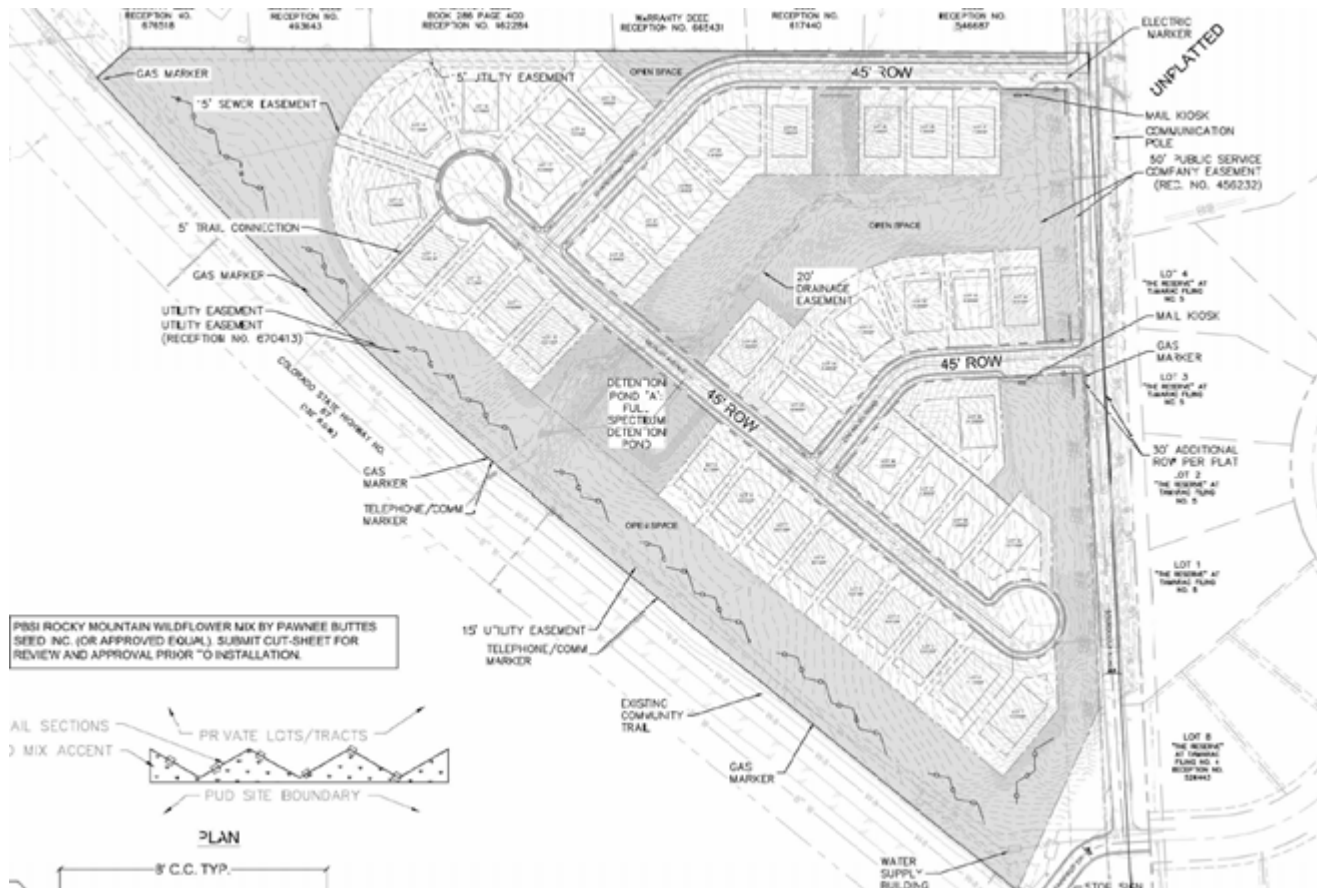
On July 18, 2019 the Pines at Tamarac PUD Final Master Plan and Preliminary Plat was approved by City Council. This Master Plan consisted of 26 single family lots and 5.05 acres (24.5%) as dedicated open space on the 20.61 acres. The conditions of approval required the following significant infrastructure improvements prior to conveyance of any proposed lot:

Repair/upgrade Sourdough Road to City standards for the full length along the eastern boundary of Lot 2 or enter into Subdivision Development Agreement fully secured with an acceptable guarantee. All costs for this installation shall be borne by the developer; Construct the deceleration lane on Highway 67.

On May 6, 2021 City Council approved a two-year extension of the Pines at Tamarac PUD Master Plan to July 18, 2023 and a one-year extension of the Pines at Tamarac Preliminary Plat to July 18, 2022. On August 25, 2022 the Planning Commission approved another one-year extension of the Preliminary Plat so it would expire July 18, 2023 along with the PUD Master Plan.

Extensions of both the PUD Master Plan and the Preliminary plat were again requested in 2023. On August 17, 2023 City Council approved a two-year extension of the Pines at Tamarac PUD Master Plan to July 18, 2025 and a one-year extension of the Pines at Tamarac Preliminary Plat to July 18, 2024.

On May 16, 2024 City Council approved a request to amend both the PUD Master Plan and the Preliminary Plat which increased the number of single-family lots to 39 and increased the amount of acreage used for *Open Space, Drainage and Utility* to 9.09 acres per Resolution 922 Series 2024 (attached). Below is a snap shot of the approved PUD/Preliminary Plat (Figure 3).



In accordance with the Resolution 922, the PUD/Preliminary Plat amendment was approved with the following conditions:

1. Prior to installation of infrastructure, the applicant shall obtain a Zoning Development Permit for infrastructure, which application shall include:
2. Final utility plan with profiles for all water, stormwater, and sanitary sewer
3. Final grading and erosion control plan for the entire site and off-site improvements
4. Final on/off-site street plan with profiles with curb and gutter on both sides of Sourdough Road Final drainage plan and report
5. Approved CDOT Access Permit
6. Approved SWMP
7. Applicant must resubmit Preliminary Plat addressing, to the satisfaction of the City, all comments within the City-Redline Comment packet for approval.
 - o Applicant must adhere to all CDOT requirements and gain necessary permits/approvals with CDOT.
 - o Prior to conveyance of any proposed lot, the applicant shall
 1. Record a Final Plat;
 2. Complete installation of all required improvements or enter into Subdivision Development Agreement fully secured with an acceptable guarantee. All costs associated with constructing the required improvements shall be borne by the developer.
 3. Repair/upgrade Sourdough Road to City standards for the full length along the eastern boundary of Lot 2 or enter into Subdivision Development Agreement fully secured with an acceptable guarantee. All costs for this installation shall be borne by the developer;

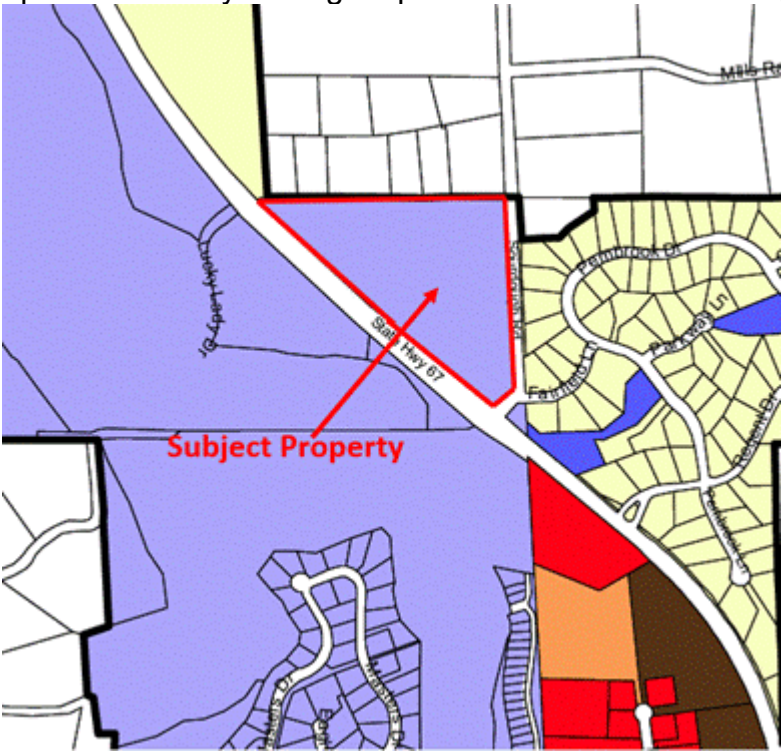
4. Comply with CDOT requirements regarding the deceleration lane on Highway 67.
5. Establish access to the Centennial Trail.
6. Change the wording on Page 1 of the 11 page PUD Amendment, Note # 8.f., to reduce the allowed projection into a side yard from of a maximum of three feet to a maximum of two-feet in to the required setback.

Prior to recording the Final Plat, the applicant shall submit:

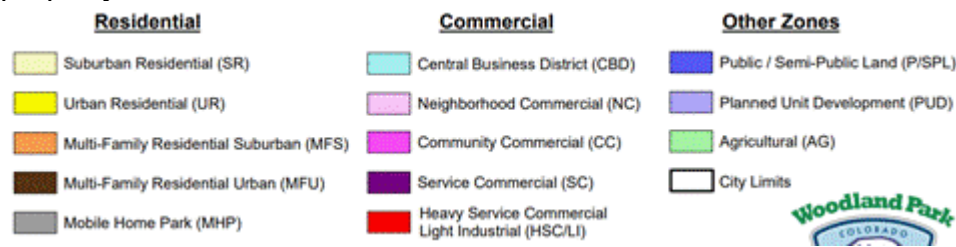
1. Covenants, satisfactory to the City, which include deed restrictions that establish a homeowners association to guarantee the architectural and landscape design and maintenance of the common open space; and
2. Park Development Fees in the applicable amount.

SITE & SURROUNDING PROPERTIES

Figure 4 is an excerpt from the City Zoning Map which identifies the zoning of the subject



property as PUD.



The zoning and uses of the surrounding properties are:

USE	ZONE
-----	------

North	Un-platted residential lots located within unincorporated Teller County	R-1 (Teller County Zone)
South & West	Highway 67 and the Shining Mountain Golf Course	PUD
East	The Reserve at Tamarac Filing 5	SR

The subject property is characterized by gentle slopes (20% from the highest to the lowest point on-site) with a high point of just over 8,265 feet at the northeast corner and a low point of just below 8,210 feet at the northwest corner (55 foot drop from east to west). A small drainage channel (dry draw) falls east to west through the center of site. Vegetation includes a significant Ponderosa Pine and Aspen forest with typical forest floor/grass ground cover.

To aid in becoming familiar with the subject property and surrounding area, below is a series of pictures of current conditions in the surrounding area.





CURRENT PROPOSAL

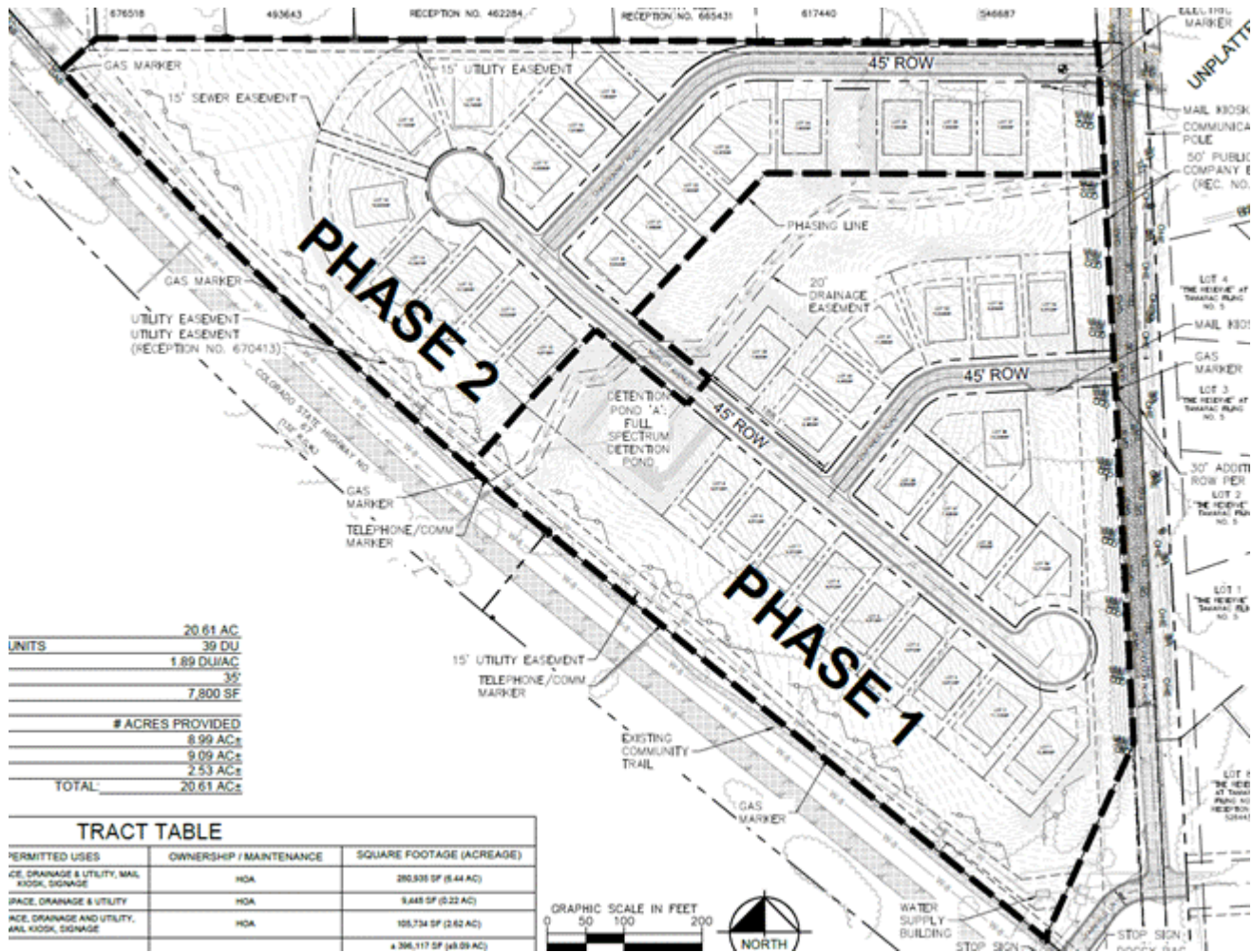
The current approved Master Plan and Preliminary Plat is for 39 single family lots and 9.09 acres of open space on the 20.61 acre parcel. Below is a table (Figure 6) that appears on the approved PUD and Preliminary Plat document which outlines how the property will be used:

SITE DATA TABLE

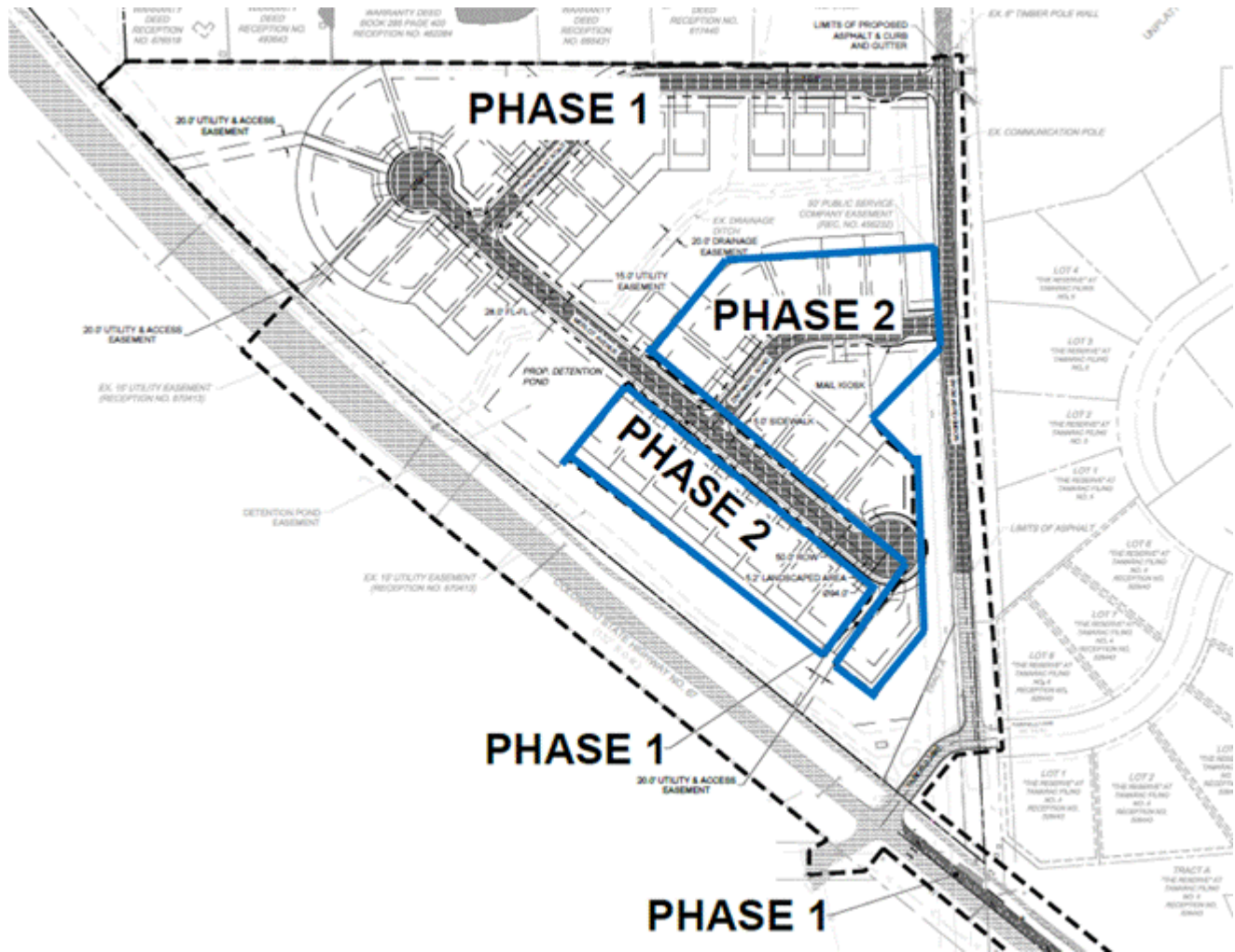
TOTAL SITE ACREAGE	20.61 AC
PROPOSED SINGLE FAMILY DWELLING UNITS	39 DU
FINAL PROPOSED (GROSS) DENSITY	1.89 CU/AC
MAX BUILDING HEIGHT	35'
MIN LOT SIZE	7,800 SF
TYPE OF USE	# ACRES PROVIDED
SINGLE FAMILY RESIDENTIAL (39 LOTS)	8.99 AC±
OPEN SPACE DRAINAGE AND UTILITY	9.09 AC±
PRIVATE STREETS	2.53 AC±
	TOTAL: 20.61 AC±

Figure 7 depicts the approved site layout and development phasing per the approved Preliminary Plat. The site will have two access points off Sourdough Road which, with the exception of the first 250± feet, is currently unpaved. The current PUD Amendment and Preliminary Plat approval includes the requirement for the developer to repair/upgrade Sourdough Road to City standards for the full length along the eastern boundary of the subject property.

The internal street system was originally approved with 45-foot-wide rights-of-ways. The rights-of-ways are now proposed to be 50' in width which is in line with the City engineering specifications.

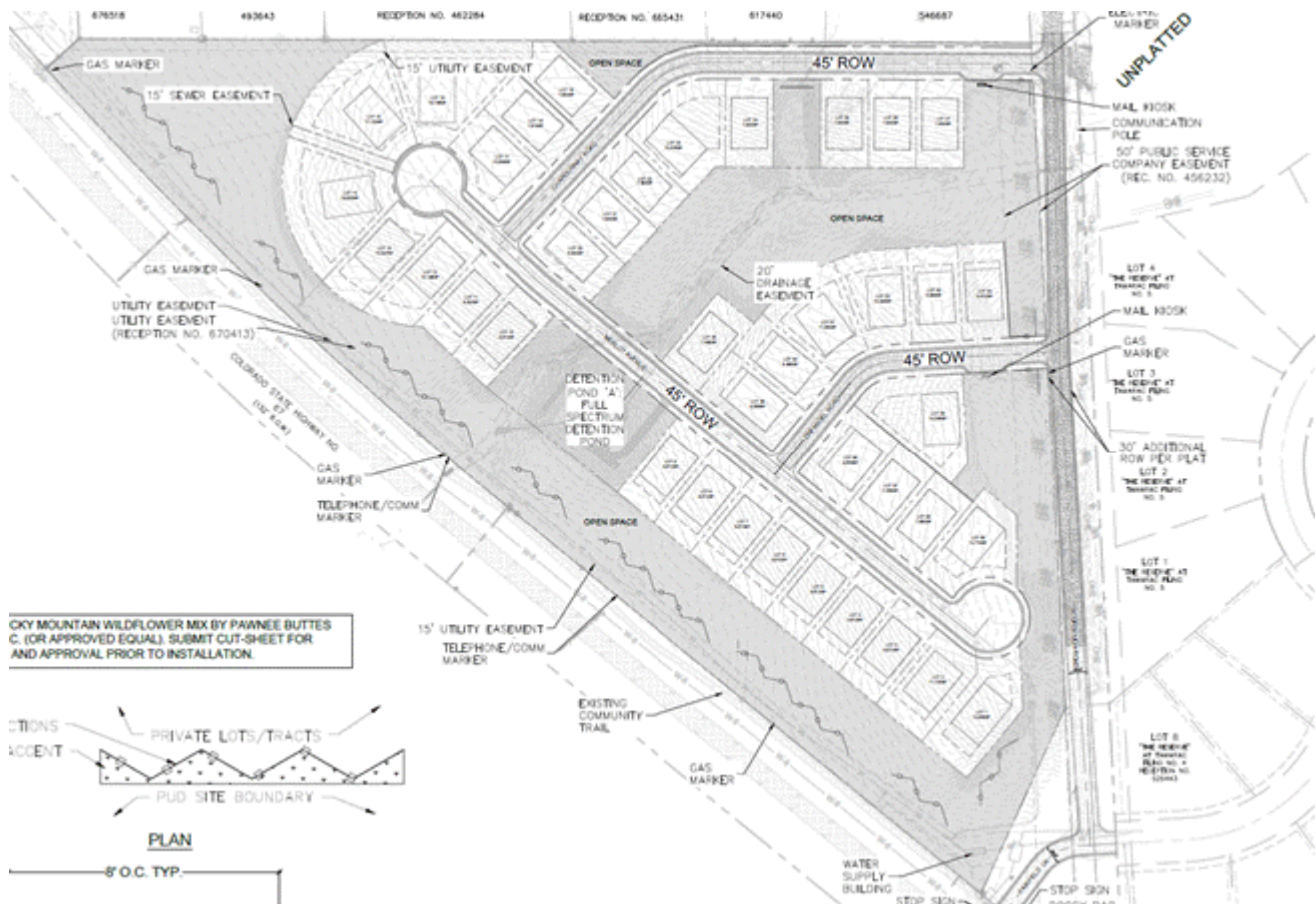


As part of this Final Plat application the applicants are requesting a minor change in how the project will be phased. Due to the number of improvements needed for the project, the applicants are proposing to flip the phasing plan so the northern portion of the property is developed in Phase 1 (reference Figure 8). Phase 1 will now include the northern 18 residential lots, and all underground utilities, grading, drainage, and primary circulation infrastructure for this phase. Additionally, Phase 1 includes the required Colorado Department of Transportation (CDOT) improvements to State Highway 67. The remaining 21 lots will comprise the balance of the development in Phase 2.



Staff is requesting the phasing diagram be modified so Phase 2 is shown as per the blue outline in Figure 8.

A preliminary landscaping plan that was approved with the preliminary plat (Figure 9). A Final Landscaping plan that is consistent with the approved preliminary landscaping plan is currently under review along with the rest of the Construction Documents. For reference, in Figure 9 the dark shaded areas are 9.09± acres of open space which is approximately 44 percent of the 20.61 acre site. Per the condition of approval 4.E of the Preliminary Plat, the applicant will construct access to the Centennial trail.



REFERRALS

The application was referred to City Utilities, Public Works, City Attorney, City Inspector, City Engineer, City Manager, CDOT, Woodland Park Parks and Recreation Board (PRAB), Woodland Park Police Department, and North East Teller County Fire Protection District (NETCFPD). The applicants are working closely with CDOT to ensure the Highway 67 improvements meet the specific requirements outlined by the State.

The Woodland Park Utilities Department is generally accepting of the proposed final plat, but is still reviewing the Constructing Documents to ensure it meets all Woodland Park requirements.

PRAB is scheduled to review this application on November 12, 2025. Staff will provide their recommendation to Planning Commission during the scheduled public hearing.

The Woodland Park Planning Department has not received any comments from the Fire Department but follow-up with them regarding fire hydrant locations.

CODE COMPLIANCE – FINAL PLAT

This Final Plat application 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 Final Plat application followed by a staff analysis. A copy of the Final Plat is attached to this Staff Report as part of the application.

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

Complies. The lots do conform to the preliminary plat. There is a minor variation in ROW width. The Preliminary Plat was approved with the internal Rights of way being a total of 45'

wide. Due to the Woodland Park engineering specifications and needed utility easements, the Rights of way are now proposed to be a total of 50' wide. This change does not change the minimum lot size approved within the Preliminary Plat which is a minimum of 7800SF. The other minor deviation from the approved Preliminary Plat is the proposed phasing plan. The proposed phasing plan does not affect the overall lot configuration, number of lots, or lot size.

§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 criteria from this section has been reviewed by staff and is determined to be acceptable.

§17.24.090 – Supplemental Material. A.

Complies. The following supplemental material is required and was supplied by the Applicant or will be supplied prior to recording the Final Plat:

1. Engineering Plans for public facilities to be installed (i.e., streets and related improvements, storm drainage facilities, erosion control measures) – Construction drawings have been received and are currently under review.
2. All required drawings were submitted in electronic format.
3. Submission, prior to recording the Final Plat, of one copy of the covenants affecting the subdivision. (Condition #4a.)
4. Cost estimate for installation of necessary public improvements have been received and are under review along with the construction drawings. The Applicant is required to enter into a Subdivision Development Agreement and secure the outstanding improvements.
5. Park capital fees totaling \$50,544 were paid on October 20, 2025.
6. Due to the change in right-of-way width, prior to recording the Final Plat, a letter from the surveyor indicating the area of the streets, of the lots by zone, and open space being dedicated must be submitted.
7. Prior to recording the Final Plat, a Subdivision Agreement and subdivision improvement guarantee is required. (Condition #3b)
8. Prior to recording the Final Plat, of a title insurance commitment or policy issued by a licensed Colorado title insurance company. (Condition #4c)
9. A drainage Report has been submitted and is under review.

§17.24.090 – Supplemental Material. C. *The final plat application for both a major subdivision and a minor subdivision must include detailed, verifiable, and authenticated documentation of the availability to connect to a water source that is sufficient and adequate to service the needs of the proposed lots, uses, and structures.*

Complies. The number of residential lots and availability of water taps was approved by the Woodland Park City Council and the Woodland Park Utilities Department during the 2024 PUD & Preliminary Plat Amendment Process. The number of residential lots (39) the applicants are proposing has not changed and the Woodland Park Utilities department has planned to serve a total of 39 residential lots at the subject property.

Chapter 17.40. Design Standards. The design standards contain specifications for a reasonable layout and design of lots, blocks, streets, sidewalks, easements and alleys to ensure an efficient, orderly, well planned subdivision ready for future construction. Relevant

standards are listed below.

§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. As determined at Preliminary Plat, this subdivision provides for a well-designed subdivision with lots that are accessible from new Rights of way (Chardonay Road, Merlot Avenue, & Zinfandel Road). Safe and convenient vehicular and pedestrian movement is provided with local streets and sidewalks designed to City standards. Staff finds that the proposed subdivision:

- Provides safe and convenient vehicular and pedestrian movement;
- Provides desirable lots and settings for single family homes;
- Makes use of natural contours, views and affords privacy;
- Protects from adverse noise and vehicular traffic; and
- Schools, parks, churches and other community facilities are within reasonable proximity to the subdivision.

§17.40.020 - Site consideration. *Land which the city finds to be unsuitable for subdivision or development due to flooding, improper drainage, steep slopes, rock formations, adverse earth formations or topography, utility easements, or other features which will reasonably be harmful to the safety, health and general welfare of the present or future inhabitants of the subdivision and/or its surrounding areas, shall not be subdivided or developed unless adequate methods are formulated by the developer and approved by the city to solve the problems created by the unsuitable land conditions. If the problem cannot be suitably corrected, such land shall be set aside for uses which shall not involve a danger or a harmful situation.*

Complies. Pines at Tamarac subdivision is suitable for development. The proposed lots have similar topographical features to the surrounding areas.

§17.40.030 – Noise reduction. *Where a residential subdivision borders on a state highway, design thereof shall include adequate provisions for the reduction of noise. A parallel street, a landscaped buffer area, or lots with increased setbacks may be required. Arterial streets within the city may require similar provisions.*

Complies. A landscape buffer area is planned for the west side of the subject property bordering state Highway 67. The applicant is proposing to retain as many existing trees in this area as possible.

§17.40.040 – Streets, alleys and easements. *Streets shall conform to the street element of the comprehensive plan of the City of Woodland Park.*

Complies. All roads on-site are proposed as public and will be maintained by the City completion and acceptance. They are designed to facilitate safe and efficient vehicular and pedestrian movement.

§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 a plat 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. Each lot has adequate frontage with a minimum of 25' frontage. The applicant is currently in the process of receiving final approval from the City of Woodland Park to start construction on the initial grading and instillation of infrastructure. They have provided cost estimates for the construction of infrastructure for phase 1 & 2. A subdivision development agreement is required and the applicant must provide a financial guarantee for the cost of the public improvements prior to recording the final plat with Teller County.

§17.40.150 – Street names and numbers. *Street names shall not be used which will duplicate or be confused with the names of existing streets and shall be subject to approval of the City. Street numbers shall be assigned by the City staff.*

Complies. The street names are acceptable and shall be reflected on the mylar prior to recording the Final Plat. Street numbers will be assigned by the City at the time of recording. New street signs are to be installed in compliance with City standards.

§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 line abuts on property outside of the subdivision of which there are no easements provided for of at least ten feet in width, then the easement or alley on the rear lot lines in the subdivision shall be at least twenty feet 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 or water shall be required with the width to be determined in accordance with the city engineering specifications.*

Complies. All easements are shown on the final plat and adequate for all utilities. Public utility easements are provided along each property line.

§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 in compliance with the zoning ordinance and in driveway access to buildings on such lots from an approved street.*

Complies. All lots are reasonably arranged and buildable with adequate provision made for driveway access from an approved street and a viable building envelope.

§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.*

Complies. According to the approved PUD document, “There shall be only one (1) principal primary use of single-family residence conducted on a lot. Guest houses and/or accessory dwelling units shall not be permitted”. Contrary to this code prevision, it was the developer’s choice that the PUD states, “A maximum 40% gross total lot area may be imperious. The area of at grade patios and walks and/or paths shall not be counted towards impervious coverage. Driveways shall be included in the maximum impervious area calculation.

§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 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 in the amount of 0.027 acres per residential unit. In a cluster development, this land shall not count toward the minimum required open space.*

Complies. The Pines at Tamarac development team has paid a park capital fee totaling \$50,544. This fee is based on the number of residential lots being platted. The City of Woodland Park Planning staff received this payment on October 20, 2025.

NOTIFICATIONS

Adjacent property owners within 150 feet were mailed a letter notifying them of this application as well as all meeting dates including the scheduled Planning Commission public hearing. The site was posted with a public notice poster and notice of the public hearing was published in the Pikes Peak Courier in compliance with the Municipal Code. Staff has received no public comments regarding this proposed Final Plat.

PLANNING COMMISSION RECOMMENDATION

Planning Commission heard this item at a public hearing on November 13, 2025. At the conclusion of their public hearing, Commissioner Hoying moved and Commissioner Hartsfield seconded the Planning Commission recommend that City Council approve the Pines at Tamarac Subdivision final plat subject to the conditions presented by Staff and that the minutes reflect that the City Council approved Tap Management Plan serves as the detailed verifiable and authenticated document of fulfillment of Woodland Park Municipal Code section 17.24.090.

The conditions recommended by staff are:

Prior to installation of infrastructure, the applicant shall obtain a Zoning Development Permit for infrastructure, which application shall include:

- a. Final utility plan with profiles for all water, stormwater, and sanitary sewer
- b. Final grading and erosion control plan for the entire site and off-site improvements
- c. Final on/off-site street plan with profiles with curb and gutter on both sides of Sourdough Road Final drainage plan and report
- d. Approved CDOT Access Permit
- e. Approved SWMP

1. Applicant must adhere to all CDOT requirements and obtain necessary permits/approvals with CDOT.
2. Prior to conveyance of any proposed lot, the applicant shall
 - a. Record a Final Plat;
 - b. Complete installation of all required improvements or enter into Subdivision Development Agreement fully secured with an acceptable guarantee. All costs associated with constructing the required improvements shall be borne by the developer.
 - c. Repair/upgrade Sourdough Road to City standards for the full length along the eastern boundary of Lot 2 or enter into Subdivision Development Agreement fully secured with an acceptable guarantee. All costs for this installation shall be borne by the developer.
 - d. Comply with CDOT requirements regarding the deceleration lane on Highway 67.
3. Prior to recording the Final Plat, the applicant shall submit:
 - a. Covenants, which include deed restrictions that establish a homeowners association to guarantee the architectural and landscape design and maintenance of the common open space and stormwater pond.
 - b. A letter from the surveyor indicating the area of the streets, of the lots by zone, and open space.
 - c. A title insurance commitment or policy issued by a licensed Colorado title insurance company.

STAFF RECOMMENDATION

APPROVAL of the Pines at Tamarac Subdivision final plat, based on the findings in the staff report and as presented at public hearing, a request by Tom Martinez (Applicant) and Pines at Tamarac, LLC (Property Owner) to plat 20.61 acres into 39 lots; the subject property is described as Lot 2, Block 1, Dayspring Christian Fellowship (a.k.a. 205 Sourdough Road) in the Pines at Tamarac PUD zone district subject to the following conditions:

1. Prior to installation of infrastructure, the applicant shall obtain a Zoning Development Permit for infrastructure, which application shall include:
 - a. Final utility plan with profiles for all water, stormwater, and sanitary sewer
 - b. Final grading and erosion control plan for the entire site and off-site improvements
 - c. Final on/off-site street plan with profiles with curb and gutter on both sides of Sourdough Road Final drainage plan and report
 - d. Approved CDOT Access Permit
 - e. Approved SWMP
2. Applicant must adhere to all CDOT requirements and obtain necessary permits/approvals with CDOT.
3. Prior to conveyance of any proposed lot, the applicant shall
 - a. Record a Final Plat;
 - b. Complete installation of all required improvements or enter into Subdivision Development Agreement fully secured with an acceptable guarantee. All costs associated with constructing the required improvements shall be borne by the developer.

- c. Repair/upgrade Sourdough Road to City standards for the full length along the eastern boundary of Lot 2 or enter into Subdivision Development Agreement fully secured with an acceptable guarantee. All costs for this installation shall be borne by the developer.
 - d. Comply with CDOT requirements regarding the deceleration lane on Highway 67.
- 4. Prior to recording the Final Plat, the applicant shall submit:
 - a. Covenants, which include deed restrictions that establish a homeowners association to guarantee the architectural and landscape design and maintenance of the common open space and stormwater pond.
 - b. A letter from the surveyor indicating the area of the streets, of the lots by zone, and open space.
 - c. A title insurance commitment or policy issued by a licensed Colorado title insurance company.

Applicant Tom Martinez also gave a presentation to the City Council.

Staff noted they did all of the required postings and that there is a Tap Management Plan.

Mayor Case opened the public comment portion of the public hearing.

Kelly Bradley, Woodland Park resident, shared that she resides in the Kendora Pines subdivision right near this property and is concerned about the noise and air pollution and the number of vehicles this development will bring to the area. She stated her opposition to this development.

Max Barker, Woodland Park resident, shared his concern about noise, compliance and fencing.

Rob Wuchner, Woodland Park resident, shared his concern about Sourdough Road and noted the property is full of Pine Beetle Trees.

Joe Fury, Woodland Park resident, shared his concern about the dust that will be created while developing the property. He asked how long the dirt would be exposed.

Chad Thompson, Woodland Park resident, expressed his concern with the development only being accessed by Sourdough Road being a two-lane dirt road.

There being no one else to speak, Mayor Case closed the public comment portion of the public hearing.

Applicant Tom Martinez stated that he would work to pave Sourdough Road as soon as possible and would remain very respectful of the neighboring residents.

Motion: to approve the Pines at Tamarac Subdivision Final Plat (A25-0247): A request by Tom Martinez (applicant) and Pines Tamarac, LLC (property owner) to plat 20.61 acres into 39 lots; the subject property is described as Lot 2, Block 1, Day Spring Christian Fellowship (aka 205 Sourdough Road) in the Pines at Tamarac PUD zone district. Jones/Case. Motion carried 4-2, with Geer and Smith voting no.

- B.** Approve Ordinance No. 1511, Series 2025, An Ordinance Appropriating Sums of Money to Various Funds, In the Amounts and for the Purpose Set Forth Below, for the City of Woodland Park, Colorado for the 2026 Budget Year for General Fund (100) (A) (Presenter Aaron Vassalotti)

City Manager Vassalotti presented Ordinance No. 1511, Series 2025, to 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.

Motion: to approve Ordinance No. 1511, Series 2025, An Ordinance Appropriating Sums of Money to Various Funds, In the Amounts and for the Purpose Set Forth Below for the City of Woodland Park, Colorado for the 2026 Budget Year General Fund (100). Geer/Smith. Motion carried 6-0.

- C.** Approve Ordinance No. 1512, Series 2025, An Ordinance Appropriating Sums of Money to the Various Funds, In the Amounts and for the Purpose as Set Forth Below, for the City of Woodland Park, Colorado for the 2026 Budget Year for all Funds Except the General Fund (100) (A) (Presenter Aaron Vassalotti)

City Manager Vassalotti presented Ordinance No. 1512, Series 2025, to 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.

Motion: to approve Ordinance No. 1512, Series 2025, An Ordinance Appropriating Sums of Money to Various Funds, In the Amounts and for the Purpose Set Forth Below for the City of Woodland Park, Colorado for the 2026 Budget Year for all Funds Except General Fund (100). Smith/Geer. Motion carried 6-0.

- D.** Approve Ordinance No. 1513, Series 2025, An Ordinance of the City Council of the City of Woodland Park, Colorado, Submitting a Ballot Question to the Electors of the City Concerning a Stipend for the Mayor and City Council. (A) (Presenter Mayor Pro-tem Nakai)

Mayor Pro-tem Nakai presented the ordinance to the City Council.

Mayor Case opened the public comment portion of the public hearing.

John Davis, Woodland Park resident and citizen member of the Charter Review Committee, noted that he did the research on stipends across municipalities and closely looked at 15 of them.

Joe Fury, Woodland Park resident and citizen member of the Charter Review Committee, commented it is time for City Council to get paid a stipend.

There being no additional public comments, Mayor Case closed the public hearing.

Motion: to approve Ordinance No. 1513, Series 2025, An Ordinance of the City Council of the City of Woodland Park, Colorado, Submitting a Ballot Question to the Electors of the City Concerning a Stipend for the Mayor and City Council. Geer/Jones. Motion carried 6-0.

- E.** Approve Ordinance No. 1514, Series 2025, An Ordinance of the City Council of the City of Woodland Park Colorado, Submitting a Ballot Question to the Electors of the City to Amend the City Charter to make Non-Substantive Edits to

and Remove Outdated Language from the City Charter. (A) (Presenter Mayor Pro-tem Nakai)

Mayor Pro-tem Nakai presented the ordinance to the City Council.

Mayor Case opened the public comment portion of the public hearing. There being no one present to comment, Mayor Case closed the public hearing.

Motion: to approve Ordinance No 1514, Series 2025, An Ordinance of the City Council of the City of Woodland Park, Colorado, Submitting a Ballot Question to the Electors of the City to Amend the City Charter to make Non-Substantive Edits to and Remove Outdated Language from the Charter. Bryant/Nakai. Motion carried 6-0.

- F. Approve Ordinance No. 1515, Series 2025, An Ordinance of the City Council of the City of Woodland Park, Colorado, Submitting a Ballot Question to the Electors of the City to Amend the City Charter Concerning Recall, to Provide Additional Time for the Incumbent to Resign, Before the City is Required to Conduct a Recall Election. (A) (Presenter Mayor Pro-tem Nakai)

Mayor Pro-tem Nakai presented the ordinance to the City Council.

Mayor Case opened the public comment portion of the public hearing.

John Davis shared his support of the ordinance.

There being no further comments, Mayor Case closed the public hearing.

Motion: to approve Ordinance No. 1515, Series 2025, An Ordinance of the City Council of the City of Woodland Park, Colorado, Submitting a Ballot Question to the Electors of the City to Amend the City Charter Concerning Recall, to Provide Additional Time for the Incumbent to Resign Before the City is Required to Conduct a Recall Election. Smith/Geer. Motion carried 6-0.

10. NEW BUSINESS

(Public comment may be heard)

- A. Council Initiated Zone District Change for 309 Willow Street, Woodland Park, CO

Motion: to approve a Council initiated Zone District Change for 309 Willow Street, Woodland Park, Colorado. Geer/Jones. Motion carried 6-0.

- B. Approval of the Board of Review's Bylaws and Rules of Procedure (A)
(Presenter Planning Director Karen Schminke, AICP)

Planning Director Schminke presented the item to the City Council sharing the changes made were to the meeting date and time, terms and the title.

Motion: to approve the Board of Review's Bylaws and Rules of Procedure. Nakai/Geer.
Motion carried 6-0.

- C. Approval of Resolution No. 937, Series 2025, a Resolution Levying General Property Taxes for the Year of 2025, to Help Defray the Cost of Government for the City of Woodland Park, Colorado, for the 2026 Budget Year. (A) (Presenter City Manager Vassalotti)

City Manager Vassalotti presented the resolution to the City Council.

Motion: to approve Resolution No. 937, Series 2025, a Resolution Levying General Property Taxes for the Year of 2025, to Help Defray the Cost of Government for the City of Woodland Park Colorado for the 2026 Budget Year. Bryant/Nakai. Motion carried 6-0.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case shared the upcoming events for the next two weeks

B. Council Reports

Mayor Pro-tem Nakai thanked the citizens on the Charter Review Committee.

Councilmember Bryant shared information on the annual beautification awards for Keep Woodland Park Beautiful.

Councilmember Geer gave a shout out to Roys Crew BBQ for saving the day.

Councilmember Jones shared info on the Main Street Meeting and DDA grants.

Councilmember Smith shared the Parks and Recreation events and updates.

C. City Attorney's Report

Nothing to report.

D. City Manager's Report

City Manager Vassalotti shared the Santa events the Police Department is hosting

12. ADJOURNMENT

The time being 7:39 pm and there being no further City business Mayor Case adjourned the City Council meeting.

Respectfully submitted:

Monica Mendoza CMC, Incoming City Clerk

APPROVED THIS ____ DAY OF _____, 2025

Kellie Case, Mayor



City of Woodland Park

Staff Report for City Council

Meeting Date: December 18th, 2025

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
	CMO/Finance	Jessica Scott Accounting Director

ITEM:

November 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

Nov-25	
Accounts Payable Checks	360,905.23
Payroll Checks	581,528.26
CEBT	110,972.18
Visa Bill	51,146.69
Total	<u><u>1,104,552.36</u></u>

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

STAFF RECOMMENDATION:

Approve the November 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
220	EFT	A	WEX BANK	5187	1	10,954.03	0.00	10,954.03	11/03/2025	HP	47924
			October 2025 WEX Bill	108291054		10,954.03	0.00	10,954.03			
122132	CHK	A	AMERICAN DATA GROUP, INC.	716	1	6,043.00	0.00	6,043.00	11/06/2025		47944
			2026 SOFTWARE SUPPORT	2160		6,043.00	0.00	6,043.00			
122133	CHK	A	BLACK PEAK LEASING LLC	5768	1	5,000.00	0.00	5,000.00	11/06/2025		47944
			DDA MICRO GRANT FUNDS	10272025		5,000.00	0.00	5,000.00			
122134	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	603.25	0.00	603.25	11/06/2025		47944
			UNIFORM - CRUZ	25-16061		603.25	0.00	603.25			
122135	CHK	A	CENTURYLINK	4342	2	523.61	0.00	523.61	11/06/2025		47944
			10/2025 CHARGES	10252025		523.61	0.00	350.63			
			10/2025 CHARGES	10252025		523.61	0.00	172.98			
122136	CHK	A	CINTAS CORPORATION NO 2	4977	1	204.10	0.00	204.10	11/06/2025		47944
			UNIFORMS - FLEET	4248212141		204.10	0.00	204.10			
122137	CHK	A	COLO SPRINGS UTILITIES	1172	1	86,722.32	0.00	86,722.32	11/06/2025		47944
			3RD Q CONVEYANCE FEE	10212025		86,722.32	0.00	86,722.32			
122138	CHK	A	COLORADO ANALYTICAL LAB	4028	1	291.60	0.00	291.60	11/06/2025		47944
			LAB SERVICES - WTP	250909097		291.60	0.00	291.60			
122139	CHK	A	CRAIGS'S POWER EQUIPMENT	5720	1	2,810.38	0.00	2,810.38	11/06/2025		47944
			LAWN MOWER - F&G	252060		2,810.38	0.00	2,810.38			
122140	CHK	A	ELEVATION ESTATES LLC	5767	1	5,000.00	0.00	5,000.00	11/06/2025		47944
			DDA MICRO GRANT FUNDS	09152025		5,000.00	0.00	5,000.00			
122141	CHK	A	ENGER, JANE	3876	1	190.40	0.00	190.40	11/06/2025		47944
			INSTRUCTOR - P&R	11052025		190.40	0.00	190.40			
122142	CHK	A	FARIS MACHINERY CO.	1712	1	1,317.37	0.00	1,317.37	11/06/2025		47944
			BROOMS FOR STREET SWEEPER	A18691		1,317.37	0.00	1,317.37			
122143	CHK	A	FELSBURG HOLT & ULLEVIG INC	5705	1	35,650.39	0.00	35,650.39	11/06/2025		47944
			09/25 SS4A TRANSPORTATION	46403		35,650.39	0.00	35,650.39			
122144	CHK	A	FIRST CITIZENS BANK AND TRUST	5683	1	1,017.44	0.00	1,017.44	11/06/2025		47944
			11/2025 CONTRACT	48056825		1,017.44	0.00	1,017.44			
122145	CHK	A	GOTO COMMUNICATIONS, INC.	5410	1	1,470.13	0.00	1,470.13	11/06/2025		47944
			11/25 CHARGES	IN7104342062		1,470.13	0.00	1,470.13			
122146	CHK	A	GRAINGER INC.	282	5	1,573.63	0.00	1,573.63	11/06/2025		47944
			SUPPLIES - WTP	9670541698		38.19	0.00	38.19			
			EQUIPMENT - WTP	9670541706		678.43	0.00	678.43			
			SUPPLIES - WTP	9673957594		86.41	0.00	86.41			
			ADHESIVE - WTP	9674292777		131.76	0.00	131.76			
			WALL BASE MOLDING	9674292785		638.84	0.00	638.84			
122147	CHK	A	GRAVES CONSULTING, LLC	5750	1	7,900.00	0.00	7,900.00	11/06/2025		47944
			COMPENSATION STUDY	20251104		7,900.00	0.00	7,900.00			

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
122148	CHK	A	JJCS 2822 LLC	5765	1	5,000.00	0.00	5,000.00	11/06/2025		47944
			DDA MICRO GRANT	10092025		5,000.00	0.00	5,000.00			
122149	CHK	A	KEELY BROWN	5746	1	91.70	0.00	91.70	11/06/2025		47944
			INSTRUCTOR - P&R	11052025		91.70	0.00	91.70			
122150	CHK	A	LEADSONLINE LLC	5012	1	3,230.00	0.00	3,230.00	11/06/2025		47944
			2026-2027 RENEWAL	421992		3,230.00	0.00	3,230.00			
122151	CHK	A	MACDOUGALL & WOLDRIDGE, PC	1228	2	567.00	0.00	567.00	11/06/2025		47944
			1/25 PROF. FEES	163226		81.00	0.00	81.00			
			10/25 PROFESSIONAL FEES	163227		486.00	0.00	486.00			
122152	CHK	A	PO BOX 6856	1	1	65.00	0.00	65.00	11/06/2025	VOID	47944
			UTILITY REFUND	198.03		65.00	0.00	65.00			
122153	CHK	A	CLYDES INC	1	2	55.58	0.00	55.58	11/06/2025		47944
			UTILITY REFUND	3495.07		55.58	0.00	0.42			
			UTILITY REFUND	3495.07		55.58	0.00	55.16			
122154	CHK	A	RACHEL BEAMAN	1	1	24.12	0.00	24.12	11/06/2025		47944
			UTILITY REFUND	429.05		24.12	0.00	24.12			
122155	CHK	A	MODEL CITIZEN COFFEE COMPANY L	5766	1	4,807.09	0.00	4,807.09	11/06/2025		47944
			DDA MICRO GRANTS	10092025		4,807.09	0.00	4,807.09			
122156	CHK	A	OCCUPATIONAL HEALTH CENTERS OF	5300	1	271.00	0.00	271.00	11/06/2025		47944
			PRE-PLACEMENTS TESTS -TK	18668378		271.00	0.00	271.00			
122157	CHK	A	PIKES PEAK REGIONAL BUILDING D	4647	1	50.00	0.00	50.00	11/06/2025		47944
			ELEVATOR RE-INSPECTION	2206086		50.00	0.00	50.00			
122158	CHK	A	SPRUCE NETWORKS,LLC	5437	1	2,357.50	0.00	2,357.50	11/06/2025		47944
			Network Engineering Support	1043		2,357.50	0.00	2,357.50			
122159	CHK	A	T-MOBILE	5494	4	5,231.50	0.00	5,231.50	11/06/2025		47944
			11/2025 CHARGES	11062025		5,231.50	0.00	311.76			
			11/2025 CHARGES	11062025		5,231.50	0.00	119.47			
			11/2025 CHARGES	11062025		5,231.50	0.00	242.98			
			11/2025 CHARGES	11062025		5,231.50	0.00	4,557.29			
122160	CHK	A	TERRAGENESIS	5627	1	1,125.37	0.00	1,125.37	11/06/2025		47944
			BIOSOLIDS TRANSPORT	J000615		1,125.37	0.00	1,125.37			
122161	CHK	A	TREATMENT TECH, INC.	1494	1	2,998.90	0.00	2,998.90	11/06/2025		47944
			CHEMICALS - WAC	195962		2,998.90	0.00	2,998.90			
122162	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	265.86	0.00	265.86	11/06/2025		47944
			UTILITY LOCATES	225101594		265.86	0.00	93.06			
			UTILITY LOCATES	225101594		265.86	0.00	172.80			
122163	CHK	A	USA BLUEBOOK	5471	2	365.25	0.00	365.25	11/06/2025		47944
			SUPPLIES - WWTP	INV00856685		358.31	0.00	358.31			
			PARTS - WWTP	INV00866286		6.94	0.00	6.94			
122164	CHK	A	VIVID ENGINEERING GROUP	5171	1	16,897.50	0.00	16,897.50	11/06/2025		47944

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
			Geo Tech work Reservoir Eng	D242753-8		16,897.50	0.00	16,897.50			
122165	CHK	A	WILSON WILLIAMS LLP	5287	1	10,192.42	0.00	10,192.42	11/06/2025		47944
			10/25 LEGAL EXPENSES	2064		10,192.42	0.00	10,192.42			
122166	CHK	A	APEX WASTE SYSTEMS	5664	1	12.00	0.00	12.00	11/14/2025		47962
			DEER DISPOSAL	698643		12.00	0.00	12.00			
122167	CHK	A	AXON ENTERPRISE, INC.	5008	1	1,798.00	0.00	1,798.00	11/14/2025		47962
			CAMERA ADD ON	INUS393441		1,798.00	0.00	1,798.00			
122168	CHK	A	BADGER METER INC	4278	1	3,103.10	0.00	3,103.10	11/14/2025		47962
			LTE SERVICE UNIT	80214706		3,103.10	0.00	3,103.10			
122169	CHK	A	BLUE BLOSSOM CLEANING	5617	1	8,286.27	0.00	8,286.27	11/14/2025		47962
			11/25 CLEANING	4162		8,286.27	0.00	8,286.27			
122170	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	2	701.54	0.00	701.54	11/14/2025		47962
			STRAP DOOR & CAB ASSAY	66182164		615.01	0.00	615.01			
			STABILIZER	66182165		86.53	0.00	86.53			
122171	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	102.60	0.00	102.60	11/14/2025		47962
			UNIFORM - SHELTON	25-16102		102.60	0.00	102.60			
122172	CHK	A	CINTAS CORPORATION NO 2	4977	1	172.21	0.00	172.21	11/14/2025		47962
			UNIFORMS - FL	4248949517		172.21	0.00	172.21			
122173	CHK	A	CIRSA	144	1	1,147.50	0.00	1,147.50	11/14/2025		47962
			#PC6026184-1	INV1002808		1,147.50	0.00	1,147.50			
122174	CHK	A	CML COLORADO MUNICIPAL LEAGUE	172	1	6,930.00	0.00	6,930.00	11/14/2025		47962
			2026 MEMBERSHIP	3620-2026		6,930.00	0.00	6,930.00			
122175	CHK	A	COLO SPRINGS WINWATER WORKS	1802	1	160.00	0.00	160.00	11/14/2025		47962
			CLAMP	27498301		160.00	0.00	160.00			
122176	CHK	A	COLORADO BUILDING SUPPLY	5700	2	2,838.52	0.00	2,838.52	11/14/2025		47962
			10/2025 CHARGES	11012025		2,838.52	0.00	2,792.00			
			10/2025 CHARGES	11012025		2,838.52	0.00	46.52			
122177	CHK	A	CORE & MAIN LP	4980	5	13,933.15	0.00	13,933.15	11/14/2025		47962
			BRASS FOR H2O DESCRIPTION	X889753		6,424.55	0.00	6,424.55			
			RISER RINGS	X902824		439.60	0.00	439.60			
			H2O MATERIALS	X938232		1,169.40	0.00	1,169.40			
			PLUGS FOR STREET VALVES	Y005754		480.00	0.00	480.00			
			H2O REPAIR PARTS	Y008387		5,419.60	0.00	5,419.60			
122178	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	42,522.06	0.00	42,522.06	11/14/2025		47962
			11/2025 CHARGES	11132025		42,522.06	0.00	13,146.47			
			11/2025 CHARGES	11132025		42,522.06	0.00	6,597.41			
			11/2025 CHARGES	11132025		42,522.06	0.00	11,454.30			
			11/2025 CHARGES	11132025		42,522.06	0.00	11,323.88			
122179	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	651.00	0.00	651.00	11/14/2025		47962
			BACKGROUND CHECKS	0000566134		651.00	0.00	651.00			

City of Woodland Park
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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
122180	CHK	A	FIREWORKS EXTRAORDINAIRE Fireworks-Parade	5666 11062025	1	3,000.00 3,000.00	0.00 0.00	3,000.00 3,000.00	11/14/2025		47962
122181	CHK	A	GAZETTE, THE DISPLAY AD - UPCC LEGAL NOTICE - PL.	276 10312025 10312025A	2	178.41 129.00 49.41	0.00 0.00 0.00	178.41 129.00 49.41	11/14/2025		47962
122182	CHK	A	HOME DEPOT CREDIT SERVICES 10/2025 CHARGES	1758 11132025	1	468.86 468.86	0.00 0.00	468.86 468.86	11/14/2025		47962
122183	CHK	A	INLAND TRUCK PARTS PARTS	5176 IN-1892833	1	388.84 388.84	0.00 0.00	388.84 388.84	11/14/2025		47962
122184	CHK	A	IRON MOUNTAIN STORAGE/REBOXING	1376 KTYV612	1	421.53 421.53	0.00 0.00	421.53 421.53	11/14/2025		47962
122185	CHK	A	KLOE ROTH OFFICE AND WEDDING WORK-UPCC	5727 10292025	1	306.00 306.00	0.00 0.00	306.00 306.00	11/14/2025		47962
122186	CHK	A	GERALDINE L.HOLMAN UTILITY REFUND	1 1064.01A	1	55.00 55.00	0.00 0.00	55.00 55.00	11/14/2025		47962
122187	CHK	A	LINDA ALLRED REIMB. CEMETERY RESTORATION	1 11072025	1	68.18 68.18	0.00 0.00	68.18 68.18	11/14/2025		47962
122188	CHK	A	AMY & STEVE HART UTILITY REFUND	1 198.03A	1	65.00 65.00	0.00 0.00	65.00 65.00	11/14/2025		47962
122189	CHK	A	ILEANA FARNHAM UTILITY REFUND	1 3372.07	1	18.86 18.86	0.00 0.00	18.86 18.86	11/14/2025		47962
122190	CHK	A	DEMA LOU COGHILL & BRUCE HAMMO UTILITY REFUND	1 3877.11	1	11.96 11.96	0.00 0.00	11.96 11.96	11/14/2025		47962
122191	CHK	A	MHC KENWORTH FUEL FILTER	1 T00315600774606	1	158.03 158.03	0.00 0.00	158.03 158.03	11/14/2025		47962
122192	CHK	A	MUTCH GOVERNMENT RELATIONS, LLC 11/25 PROFESSIONAL SVCS.	5651 11012025	1	1,500.00 1,500.00	0.00 0.00	1,500.00 1,500.00	11/14/2025		47962
122193	CHK	A	NAPA AUTO PARTS 10/2025 CHARGES 10/2025 CHARGES 10/2025 CHARGES	2048 10312025 10312025 10312025	3	1,877.23 1,877.23 1,877.23 1,877.23	0.00 0.00 0.00 0.00	1,877.23 308.47 1,360.41 208.35	11/14/2025		47962
122194	CHK	A	O'REILLY AUTOMOTIVE STORES, IN 10/2025 CHARGES	4531 10282025	1	125.69 125.69	0.00 0.00	125.69 125.69	11/14/2025		47962
122195	CHK	A	PRIORITY RESEARCH BACKGROUND CHECKS - P&R	4392 1340652	1	152.60 152.60	0.00 0.00	152.60 152.60	11/14/2025		47962
122196	CHK	A	PURCELL TIRE & RUBBER COMPANY TIRES TIRES	5638 30631040 30631087	2	1,066.88 554.00 512.88	0.00 0.00 0.00	1,066.88 554.00 512.88	11/14/2025		47962
122197	CHK	A	QUADIENT FINANCE USA, INC	5204	1	500.00	0.00	500.00	11/14/2025		47962

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			POSTAGE	11252025		500.00	0.00	500.00			
122198	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI	2805	2	330.68	0.00	330.68	11/14/2025		47962
			LIQUOR DELIVERY - UPCC	3880534		66.80	0.00	66.80			
			LIQUOR DELIVERY - UPCC	3880535		263.88	0.00	263.88			
122199	CHK	A	STERICYCLE, INC	5526	1	132.62	0.00	132.62	11/14/2025		47962
			SHREDDING SERVICES	8012551808		132.62	0.00	132.62			
122200	CHK	A	RED BARON CAR WASH	4191	2	687.00	0.00	687.00	11/14/2025		47962
			10/25 CHARGES	2806		687.00	0.00	652.00			
			10/25 CHARGES	2806		687.00	0.00	35.00			
122201	CHK	A	TDS BROADBAND LLC	5335	5	3,727.78	0.00	3,727.78	11/14/2025		47962
			11/25 CHARGES - UPCC	10252025C		103.51	0.00	103.51			
			11/25 CHARGES - WPPD	10282025		2,102.50	0.00	2,102.50			
			11/25 CHARGES -CITY HALL	10282025A		750.00	0.00	750.00			
			11/25 CHARGES - BALDWIN	10282025B		638.26	0.00	638.26			
			11/25 CHARGES - DIGITAL	10282025D		133.51	0.00	133.51			
122202	CHK	A	TRANSWEST TRUCK TRAILER RV	5253	1	422.40	0.00	422.40	11/14/2025		47962
			PARTS	008P255087		422.40	0.00	422.40			
122203	CHK	A	UTE PASS SAND & GRAVEL	655	2	1,137.78	0.00	1,137.78	11/14/2025		47962
			SQUEEGEE - F/S	1024202504		620.92	0.00	620.92			
			SQUEEGEE - F/S	1024202506		516.86	0.00	516.86			
122204	CHK	A	WAGNER EQUIPMENT CO.	666	2	583.64	0.00	583.64	11/14/2025		47962
			PARTS	P39C0429714		390.36	0.00	390.36			
			PARTS	P39C0430100		193.28	0.00	193.28			
122206	CHK	A	APEX WASTE SYSTEMS	5664	10	1,062.00	0.00	1,062.00	11/20/2025		47990
			12/25 TRASH CHARGES	749179		115.00	0.00	115.00			
			12/25 TRASH CHARGES	749180		90.00	0.00	90.00			
			12/25 TRASH CHARGES	749181		49.00	0.00	49.00			
			12/25 TRASH CHARGES	749182		49.00	0.00	49.00			
			12/25 TRASH CHARGES	749183		115.00	0.00	115.00			
			12/2025 TRASH CHARGES	749184		115.00	0.00	115.00			
			12/25 TRASH CHARGES	749185		150.00	0.00	150.00			
			12/25 TRASH CHARGES	749186		265.00	0.00	265.00			
			12/25 TRASH CHARGES	749187		90.00	0.00	90.00			
			12/25 TRASH CHARGES	749188		24.00	0.00	24.00			
122207	CHK	A	CASELLE INC	2356	2	714.00	0.00	714.00	11/20/2025		47990
			12/25 CONTRACT	INV-12545		714.00	0.00	464.10			
			12/25 CONTRACT	INV-12545		714.00	0.00	249.90			
122208	CHK	A	CINTAS CORPORATION NO 2	4977	1	172.21	0.00	172.21	11/20/2025		47990
			UNIFORMS - FL	4249719263		172.21	0.00	172.21			
122209	CHK	A	CINTAS FIRE PROTECTION	3604	2	917.25	0.00	917.25	11/20/2025		47990
			ALARM REPAIR	0F47585029		628.62	0.00	628.62			
			INSPECTION - WAC	0F47585222		288.63	0.00	288.63			
122210	CHK	A	CIVICPLUS	5189	1	1,256.85	0.00	1,256.85	11/20/2025		47990
			ONLINE CODE HOSTING	#349581		1,256.85	0.00	1,256.85			

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
122211	CHK	A	COLO DEPT OF PUBLIC HEALTH	1057	2	5,087.00	0.00	5,087.00	11/20/2025		47990
			2025-2026 FEE PERMIT - WWTP	WU261167927		549.00	0.00	549.00			
			2025-2026 ANNUAL FEE WWTP	WU261168204		4,538.00	0.00	4,538.00			
122212	CHK	A	DAVE HALTER	5424	1	312.50	0.00	312.50	11/20/2025		47990
			WINTERIZATION	10302025		312.50	0.00	312.50			
122213	CHK	A	EL PASO CTY PUBLIC HEALTH LABO	241	1	207.00	0.00	207.00	11/20/2025		47990
			10/25 BACTERIOLOGICAL TESTS	EHS202128012		207.00	0.00	207.00			
122214	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	210.00	0.00	210.00	11/20/2025		47990
			BACKGROUND CHECKS	0000563325		210.00	0.00	210.00			
122215	CHK	A	GRAINGER INC.	282	2	1,842.58	0.00	1,842.58	11/20/2025		47990
			PARTS - F&G	9693702517		33.66	0.00	33.66			
			ENCLOSURE - F&G	9694233702		1,808.92	0.00	1,808.92			
122216	CHK	A	HPI2, LLC	5425	1	76.41	0.00	76.41	11/20/2025		47990
			NAME TAPES	967350		76.41	0.00	76.41			
122217	CHK	A	INDIGO WATER GROUP, LLC	5174	1	600.00	0.00	600.00	11/20/2025		47990
			REGISTRATION FEE	8865		600.00	0.00	600.00			
122218	CHK	A	LAWSON PRODUCTS, INC.	2935	1	84.63	0.00	84.63	11/20/2025		47990
			SAFETY JACKET	9312941908		84.63	0.00	84.63			
122219	CHK	A	KAREN SHERRILL	1	1	63.13	0.00	63.13	11/20/2025		47990
			REIMBURSEMENT	11122025		63.13	0.00	63.13			
122220	CHK	A	PAUL GABALDON	1	1	149.95	0.00	149.95	11/20/2025		47990
			UNIFORM REIMBURSEMENT	11142025		149.95	0.00	149.95			
122221	CHK	A	JOSE ADAY	1	1	20.19	0.00	20.19	11/20/2025		47990
			REIMBURSEMENT-PERMIT FEE	11172025		20.19	0.00	20.19			
122222	CHK	A	WESTLY KALVELAGE	1	1	154.00	0.00	154.00	11/20/2025		47990
			H2O DISTRIBUTION CLASS REIMB.	11172025A		154.00	0.00	154.00			
122223	CHK	A	PEAK SUN TANNING	1	1	647.34	0.00	647.34	11/20/2025		47990
			Q1 SALES TAX REFUND	11182025		647.34	0.00	647.34			
122224	CHK	A	KIMBERLY BURLESON	1	1	405.00	0.00	405.00	11/20/2025		47990
			TRAVEL REIMBURSEMENT	11182025A		405.00	0.00	405.00			
122225	CHK	A	ILEANA FARNHAM	1	1	71.14	0.00	71.14	11/20/2025		47990
			UTILITY REFUND	3372.07A		71.14	0.00	71.14			
122226	CHK	A	HOPTREE DEVELOPMENT CO	1	1	140.00	0.00	140.00	11/20/2025		47990
			UTILITY REFUND	6248.01		140.00	0.00	140.00			
122227	CHK	A	NPG BROADCAST	4663	1	1,100.00	0.00	1,100.00	11/20/2025		47990
			Annual Subscrip KRDO camera	716326-10		1,100.00	0.00	1,100.00			
122228	CHK	A	POLYDYNE INC	5605	1	3,864.00	0.00	3,864.00	11/20/2025		47990
			COMPOST SUPPLIES - WWTP	1974551		3,864.00	0.00	3,864.00			

City of Woodland Park
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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
122229	CHK	A	RE/SPEC INC. Respec Contract Glen Asp Dam	4817 INV01250545A	1	7,873.75 7,873.75	0.00 0.00	7,873.75 7,873.75	11/20/2025		47990
122230	CHK	A	RICHARD WESTON YOUTH SOCCER CLINIC	5523 11182025	1	2,275.00 2,275.00	0.00 0.00	2,275.00 2,275.00	11/20/2025		47990
122231	CHK	A	SOAR WITH NETWORK FUNDRAISING CHRISTMAS PARADE MARKETING	5660 5660	1	5,000.00 5,000.00	0.00 0.00	5,000.00 5,000.00	11/20/2025		47990
122232	CHK	A	TDS BROADBAND LLC 11/25 CHARGES - CITY HALL	5335 11042025	1	119.95 119.95	0.00 0.00	119.95 119.95	11/20/2025		47990
122233	CHK	A	THE COWHAND DDA MICRO GRANTS	5771 10062025	1	5,000.00 5,000.00	0.00 0.00	5,000.00 5,000.00	11/20/2025		47990
122234	CHK	A	TRANSWEST TRUCK TRAILER RV PARTS	5253 008P256770	1	11.14 11.14	0.00 0.00	11.14 11.14	11/20/2025		47990
122235	CHK	A	TREVI PAY 10/2025 CHARGES	5769 10312025	1	148.88 148.88	0.00 0.00	148.88 148.88	11/20/2025		47990
122236	CHK	A	ULINE COFFEE SUPPLIES	4606 199838260	1	331.35 331.35	0.00 0.00	331.35 331.35	11/20/2025		47990
122237	CHK	A	USA BLUEBOOK SUPPLIES - WTP SUPPLIES - WTP	5471 INV00881487 INV00881828	2	442.62 402.57 40.05	0.00 0.00 0.00	442.62 402.57 40.05	11/20/2025		47990
REGISTER TOTALS			Checks: 105 Voids: 1		152	360,905.23	0.00	360,905.23			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT

Payment Number	Position	Gross Amount	Discounts	Net Pay	Payment Date
60241	WWTO	2,486.20	392.76	2,093.44	2025-11-14
60242	Fleet Mechanic I	2,531.33	815.55	1,715.78	2025-11-14
60243	MWI	2,289.99	1,080.36	1,209.63	2025-11-14
60244	Permit Technician	2,013.21	577.75	1,435.46	2025-11-14
60245	Fitness Instructor	64.38	4.93	59.45	2025-11-14
60246	Captain	4,703.00	1,384.09	3,318.91	2025-11-14
60247	Sports Coordinator	2,800.00	704.00	2,096.00	2025-11-14
60251	Lifeguard	1,142.93	188.19	954.74	2025-11-14
60248	Lifeguard	333.23	31.49	301.74	2025-11-14
60250	Lifeguard	1,047.81	165.49	882.32	2025-11-14
60249	Lifeguard	236.96	20.14	216.82	2025-11-14
60252	Evidence Technician	2,452.66	637.64	1,815.02	2025-11-14
60253	Water Fitness Instruct	324.80	24.84	299.96	2025-11-14
60254	WTO	2,861.14	823.36	2,037.78	2025-11-14
60255	MWI	1,903.00	450.44	1,452.56	2025-11-14
60259	Crew Chief-Operators	4,312.48	1,086.88	3,225.60	2025-11-14
60257	Planner II	3,474.41	1,113.21	2,361.20	2025-11-14
60256	Utility Billing Techni	2,558.55	603.45	1,955.10	2025-11-14
60258	Budget Director	4,845.79	1,220.48	3,625.31	2025-11-14
60263	Assistant Aquatics Manager	2,185.25	535.39	1,649.86	2025-11-14
60260	Water Fitness Instruct	793.55	92.30	701.25	2025-11-14
60268	MUNICIPAL COURT CLERK	2,102.55	458.44	1,644.11	2025-11-14
60265	Dispatcher	2,272.16	745.75	1,526.41	2025-11-14
60270	MWII	2,033.47	507.48	1,525.99	2025-11-14
60271	Police Officer II	3,409.68	659.51	2,750.17	2025-11-14
60272	Lieutenant	4,052.98	848.31	3,204.67	2025-11-14
60264	POI	2,534.41	563.86	1,970.55	2025-11-14
60261	Lifeguard	459.11	47.12	411.99	2025-11-14
60267	Maint. Worker I - F&G	1,728.00	278.22	1,449.78	2025-11-14
60266	Art Instructor	104.04	7.95	96.09	2025-11-14
19701	Lifeguard	144.40	11.04	133.36	2025-11-14
60269	WWTO	3,252.00	1,093.90	2,158.10	2025-11-14
60273	Operator I	2,580.00	1,004.81	1,575.19	2025-11-14
60274	MWI	2,355.23	562.92	1,792.31	2025-11-14
60275	Dispatcher II	2,841.83	946.47	1,895.36	2025-11-14
60276	Chief of Police	6,331.63	1,944.60	4,387.03	2025-11-14
60277	Code Enforcement Officer	2,515.25	615.81	1,899.44	2025-11-14
60279	Police Officer I	3,743.11	1,134.35	2,608.76	2025-11-14
60278	WW Plant Operator	4,616.93	1,150.55	3,466.38	2025-11-14
60280	MWI	2,208.47	365.70	1,842.77	2025-11-14
60282	Lifegaurd	74.05	5.66	68.39	2025-11-14
60281	Lifeguard	114.78	8.79	105.99	2025-11-14
60283	Assistant City Manager	5,293.72	1,543.58	3,750.14	2025-11-14
19702	Lifeguard	67.20	5.14	62.06	2025-11-14
60284	PT Snow Plow	1,542.80	257.92	1,284.88	2025-11-14
60285	Head Lifeguard	1,062.00	168.29	893.71	2025-11-14
60286	Senior Planner	3,726.47	1,178.92	2,547.55	2025-11-14
60287	Sports Official	121.50	9.29	112.21	2025-11-14
60288	Program Coordinator	2,682.20	588.95	2,093.25	2025-11-14
60289	Dispatcher I	2,339.70	863.69	1,476.01	2025-11-14

60290	Communications Manager	3,435.23	883.32	2,551.91	2025-11-14
60291	Lifeguard	322.12	30.64	291.48	2025-11-14
60292	Finance Admin. Asst./C	2,195.95	505.86	1,690.09	2025-11-14
60293	Dispatcher II	2,387.06	563.49	1,823.57	2025-11-14
60295	HR Director	5,014.80	1,713.20	3,301.60	2025-11-14
60294	Bartender	673.86	82.24	591.62	2025-11-14
60297	Police Officer II	3,116.44	813.31	2,303.13	2025-11-14
60296	Sports Site Supervisor	140.00	10.71	129.29	2025-11-14
19703	Basketball Official	99.00	7.58	91.42	2025-11-14
60298	Utilities Assistant	1,804.80	576.85	1,227.95	2025-11-14
60300	Parks and Rec Director	5,273.79	1,653.97	3,619.82	2025-11-14
19704	Chief WTO	776.00	76.36	699.64	2025-11-14
60349	Support Servcs Manager	3,693.30	1,114.26	2,579.04	2025-11-14
60301	WWTO	2,266.64	485.40	1,781.24	2025-11-14
60302	MWI	1,728.00	536.60	1,191.40	2025-11-14
60262	Event Center Coordinat	-	-	-	2025-11-14
60303	Associate Project Manager	3,552.80	1,349.28	2,203.52	2025-11-14
60304	Lifegaurd	61.00	4.66	56.34	2025-11-14
60305	Operator II	3,052.68	683.28	2,369.40	2025-11-14
60306	Dispatcher I	1,751.55	493.83	1,257.72	2025-11-14
60307	POIII	3,603.19	997.42	2,605.77	2025-11-14
60308	Deputy City Manager	6,592.88	3,244.70	3,348.18	2025-11-14
60309	Lifeguard/Swim Instructor	408.41	41.25	367.16	2025-11-14
60310	Dispatcher II	2,400.02	665.39	1,734.63	2025-11-14
60311	WWTO	2,722.40	966.40	1,756.00	2025-11-14
60312	PO I	2,453.57	582.76	1,870.81	2025-11-14
60313	MWI	2,192.78	346.54	1,846.24	2025-11-14
60316	Lifeguard	682.50	84.77	597.73	2025-11-14
60315	Lifeguard	214.75	17.43	197.32	2025-11-14
60314	POIII	3,433.85	1,077.12	2,356.73	2025-11-14
60317	Presiding Municipal Co	471.60	40.08	431.52	2025-11-14
60319	Dispatcher I	1,720.00	398.26	1,321.74	2025-11-14
19705	City Clerk	4,405.77	1,063.08	3,342.69	2025-11-14
60318	Lifeguard	214.75	17.44	197.31	2025-11-14
60321	Lifeguard	11.11	0.84	10.27	2025-11-14
60320	Lifeguard	620.00	66.43	553.57	2025-11-14
19706	Lifeguard	514.65	53.38	461.27	2025-11-14
60322	Lifeguard	166.61	12.75	153.86	2025-11-14
60323	Fleet Mechanic I	2,446.15	759.67	1,686.48	2025-11-14
60324	MWII Streets	2,871.39	624.69	2,246.70	2025-11-14
60325	Superintendent	3,953.52	1,309.22	2,644.30	2025-11-14
60326	Operator	916.05	135.99	780.06	2025-11-14
60327	POIII	2,648.44	789.13	1,859.31	2025-11-14
60328	Police Officer I	3,047.30	732.77	2,314.53	2025-11-14
60329	Budget Analyst	2,464.00	713.80	1,750.20	2025-11-14
60330	Lifeguard	522.05	54.94	467.11	2025-11-14
60331	Sports Official	72.00	5.51	66.49	2025-11-14
60332	Sports Site Supervisor	212.16	17.22	194.94	2025-11-14
60333	Dispatcher	2,280.70	688.37	1,592.33	2025-11-14
60334	Deputy City Clerk	2,551.00	517.75	2,033.25	2025-11-14
60335	Planning Director	5,273.79	2,531.82	2,741.97	2025-11-14
60336	Accounting Director	4,511.54	1,327.68	3,183.86	2025-11-14

60337 POI	2,556.91	685.55	1,871.36	2025-11-14
60338 Head Lifeguard	1,216.79	205.70	1,011.09	2025-11-14
60339 Systems Admin	2,852.08	648.80	2,203.28	2025-11-14
60340 Operator	2,805.50	692.00	2,113.50	2025-11-14
60341 Utilities Technician	2,127.80	529.41	1,598.39	2025-11-14
60342 Permit Technician	284.40	46.76	237.64	2025-11-14
19707 Maint. Worker I - PBG	2,236.05	637.39	1,598.66	2025-11-14
60343 GSI Tech	2,598.14	847.24	1,750.90	2025-11-14
60344 Sales Tax Accountant	2,075.90	557.46	1,518.44	2025-11-14
60345 Fleet Crew Chief	3,340.00	1,152.77	2,187.23	2025-11-14
60346 MWI Aquatics	1,728.00	282.60	1,445.40	2025-11-14
60347 PO II	3,348.84	985.35	2,363.49	2025-11-14
60348 General Ledger Accountant	2,698.23	688.98	2,009.25	2025-11-14
19708 MWI	626.40	71.87	554.53	2025-11-14
60350 Police Officer I	3,142.73	835.82	2,306.91	2025-11-14
60351 Lifeguard	664.67	80.61	584.06	2025-11-14
19709 Sports Official	126.00	9.64	116.36	2025-11-14
60353 City Manager	8,878.84	2,473.22	6,405.62	2025-11-14
60352 Crew Chief - PBG	3,349.23	945.64	2,403.59	2025-11-14
60354 Administrative Assistant	2,245.08	538.30	1,706.78	2025-11-14
60355 Sergeant	3,583.42	911.92	2,671.50	2025-11-14
60356 IT Intern	221.38	17.93	203.45	2025-11-14
60357 Aquatic Manager	3,516.83	1,131.19	2,385.64	2025-11-14
60299 Lifeguard	273.99	24.96	249.03	2025-11-14
60358 Lead Trainer - Soccer	550.00	58.07	491.93	2025-11-14
60363 Sport Site Supervisor	44.88	3.43	41.45	2025-11-14
19710 Swim Instructor	179.38	13.73	165.65	2025-11-14
60361 Utilities Director	6,331.79	2,783.78	3,548.01	2025-11-14
60359 Lifeguard	499.84	52.24	447.60	2025-11-14
60360 Lifeguard	614.46	69.76	544.70	2025-11-14
60362 Dispatcher I	1,895.00	301.96	1,593.04	2025-11-14
60364 Soccer Official	76.50	5.86	70.64	2025-11-14
60365 Planning Technician	144.90	11.08	133.82	2025-11-14
60366 WWTO	2,474.12	390.39	2,083.73	2025-11-28
60367 Fleet Mechanic I	2,531.33	815.55	1,715.78	2025-11-28
60368 MWI	2,659.78	1,175.88	1,483.90	2025-11-28
60369 Permit Technician	2,013.21	577.75	1,435.46	2025-11-28
60370 Fitness Instructor	40.97	3.13	37.84	2025-11-28
60371 Captain	4,703.00	1,384.09	3,318.91	2025-11-28
60372 Sports Coordinator	2,800.00	704.00	2,096.00	2025-11-28
60376 Lifeguard	1,224.56	207.21	1,017.35	2025-11-28
60373 Lifeguard	555.38	58.49	496.89	2025-11-28
60375 Lifeguard	1,036.70	162.30	874.40	2025-11-28
60374 Lifeguard	244.37	20.69	223.68	2025-11-28
60377 Evidence Technician	2,281.54	596.99	1,684.55	2025-11-28
60378 Water Fitness Instruct	369.60	28.28	341.32	2025-11-28
60379 WTO	2,391.27	711.51	1,679.76	2025-11-28
60380 MWI	1,728.00	409.07	1,318.93	2025-11-28
60384 Crew Chief-Operators	4,343.14	1,093.90	3,249.24	2025-11-28
60382 Planner II	3,474.41	1,113.20	2,361.21	2025-11-28
60381 Utility Billing Techni	2,558.55	603.45	1,955.10	2025-11-28
60383 Budget Director	4,670.79	1,178.10	3,492.69	2025-11-28

60387 Assistant Aquatics Manager	2,185.25	535.40	1,649.85	2025-11-28
60385 Water Fitness Instruct	739.29	80.72	658.57	2025-11-28
60392 MUNICIPAL COURT CLERK	884.25	165.04	719.21	2025-11-28
60389 Dispatcher	2,170.04	712.22	1,457.82	2025-11-28
60394 MWII	2,033.47	600.44	1,433.03	2025-11-28
60395 Police Officer II	4,062.65	750.23	3,312.42	2025-11-28
60396 Lieutenant	3,877.98	816.78	3,061.20	2025-11-28
60388 POI	2,534.41	563.86	1,970.55	2025-11-28
60386 Lifeguard	381.36	37.18	344.18	2025-11-28
60391 Maint. Worker I - F&G	1,728.00	278.21	1,449.79	2025-11-28
60390 Art Instructor	277.44	25.23	252.21	2025-11-28
19711 Lifeguard	462.81	47.41	415.40	2025-11-28
60393 WWTO	3,739.80	1,210.76	2,529.04	2025-11-28
60397 Operator I	2,482.50	868.42	1,614.08	2025-11-28
60398 MWI	2,075.81	498.83	1,576.98	2025-11-28
60399 Dispatcher II	2,554.46	877.00	1,677.46	2025-11-28
60400 Chief of Police	6,331.63	1,944.61	4,387.02	2025-11-28
60401 Code Enforcement Officer	2,340.25	573.42	1,766.83	2025-11-28
60403 Police Officer I	3,874.53	1,158.03	2,716.50	2025-11-28
60402 WW Plant Operator	4,616.93	1,150.55	3,466.38	2025-11-28
60404 Bartender	72.37	5.54	66.83	2025-11-28
60405 MWI	2,033.47	326.12	1,707.35	2025-11-28
60407 Lifegaurd	22.22	1.70	20.52	2025-11-28
60406 Lifeguard	22.22	1.70	20.52	2025-11-28
60408 Assistant City Manager	5,118.72	1,483.68	3,635.04	2025-11-28
19712 Lifeguard	67.20	5.14	62.06	2025-11-28
60409 PT Snow Plow	1,542.80	257.93	1,284.87	2025-11-28
60410 Head Lifeguard	909.00	134.74	774.26	2025-11-28
60411 Senior Planner	3,726.47	1,178.92	2,547.55	2025-11-28
60412 Lifeguard	148.10	11.33	136.77	2025-11-28
60413 Sports Official	171.00	13.09	157.91	2025-11-28
60414 Program Coordinator	2,507.20	546.55	1,960.65	2025-11-28
60416 Water Fitness Instructor	68.25	5.22	63.03	2025-11-28
60415 Dispatcher I	2,312.49	846.65	1,465.84	2025-11-28
19713 MWI	2,645.50	462.03	2,183.47	2025-11-28
60417 Communications Manager	4,056.46	976.82	3,079.64	2025-11-28
60418 Lifeguard	262.88	23.11	239.77	2025-11-28
60419 Finance Admin. Asst./C	2,195.95	505.86	1,690.09	2025-11-28
60420 Dispatcher II	2,536.26	587.67	1,948.59	2025-11-28
60422 HR Director	5,014.80	1,713.21	3,301.59	2025-11-28
60421 Bartender	187.88	14.37	173.51	2025-11-28
60425 Police Officer II	3,608.02	906.65	2,701.37	2025-11-28
60423 Sports Site Supervisor	175.00	13.38	161.62	2025-11-28
60424 Basketball Official	99.00	7.57	91.43	2025-11-28
60426 Utilities Assistant	1,804.80	576.84	1,227.96	2025-11-28
60429 Parks and Rec Director	5,273.79	1,653.99	3,619.80	2025-11-28
60428 Chief WTO	776.00	76.36	699.64	2025-11-28
60483 Support Servcs Manager	3,693.30	1,114.26	2,579.04	2025-11-28
60430 WWTO	2,266.64	485.41	1,781.23	2025-11-28
60431 MWI	1,728.00	536.60	1,191.40	2025-11-28
60432 Associate Project Manager	4,352.18	1,527.72	2,824.46	2025-11-28
60433 Lifegaurd	110.56	8.47	102.09	2025-11-28

60434 Operator II	3,297.22	753.19	2,544.03	2025-11-28
60435 Dispatcher I	1,751.55	493.82	1,257.73	2025-11-28
60436 POIII	3,603.19	997.42	2,605.77	2025-11-28
60437 Deputy City Manager	6,592.88	3,244.70	3,348.18	2025-11-28
60438 Lifeguard/Swim Instructor	275.97	25.12	250.85	2025-11-28
60439 Dispatcher II	2,670.02	730.45	1,939.57	2025-11-28
60440 WWTO	2,722.40	966.39	1,756.01	2025-11-28
60441 PO I	2,730.52	635.16	2,095.36	2025-11-28
60442 MWI	2,251.16	356.90	1,894.26	2025-11-28
60445 Lifeguard	308.75	28.63	280.12	2025-11-28
60444 Lifeguard	470.22	47.97	422.25	2025-11-28
60443 POIII	3,383.50	1,064.80	2,318.70	2025-11-28
60446 Presiding Municipal Co	1,697.76	275.35	1,422.41	2025-11-28
60449 Dispatcher I	1,827.50	415.93	1,411.57	2025-11-28
60447 City Clerk	4,230.77	1,020.70	3,210.07	2025-11-28
60448 Lifeguard	318.42	30.35	288.07	2025-11-28
60451 Lifeguard	99.97	7.65	92.32	2025-11-28
19714 Sports Official	119.34	9.12	110.22	2025-11-28
60450 Lifeguard	788.00	86.29	701.71	2025-11-28
60452 Lifeguard	22.22	1.70	20.52	2025-11-28
60453 Lifeguard	581.29	61.90	519.39	2025-11-28
60454 Golf Shop Assistant	536.00	48.00	488.00	2025-11-28
60455 Lifeguard	177.72	13.59	164.13	2025-11-28
60456 Fleet Mechanic I	2,446.15	759.65	1,686.50	2025-11-28
60457 MWII Streets	2,548.93	547.31	2,001.62	2025-11-28
60458 Superintendent	4,472.43	1,433.20	3,039.23	2025-11-28
60459 Operator	1,032.11	161.48	870.63	2025-11-28
60460 POIII	3,694.29	975.75	2,718.54	2025-11-28
60461 Police Officer I	3,115.18	625.89	2,489.29	2025-11-28
60462 Budget Analyst	2,464.00	713.82	1,750.18	2025-11-28
60463 Lifeguard	807.15	111.76	695.39	2025-11-28
60464 Sports Official	27.00	2.07	24.93	2025-11-28
60465 Sports Site Supervisor	187.68	14.36	173.32	2025-11-28
60466 Dispatcher	2,029.59	628.02	1,401.57	2025-11-28
60467 Deputy City Clerk	2,376.00	496.36	1,879.64	2025-11-28
60468 Planning Director	5,273.79	2,531.82	2,741.97	2025-11-28
60469 Accounting Director	4,511.54	1,327.69	3,183.85	2025-11-28
60470 POI	2,775.64	727.62	2,048.02	2025-11-28
60471 Head Lifeguard	768.08	102.87	665.21	2025-11-28
60472 Systems Admin	2,878.32	655.96	2,222.36	2025-11-28
60473 Operator	2,766.75	687.84	2,078.91	2025-11-28
60474 Utilities Technician	2,127.80	529.40	1,598.40	2025-11-28
60475 Permit Technician	255.96	44.58	211.38	2025-11-28
19715 Maint. Worker I - PBG	2,466.64	692.70	1,773.94	2025-11-28
60476 GSI Tech	2,987.90	941.84	2,046.06	2025-11-28
60477 Sales Tax Accountant	2,127.80	571.94	1,555.86	2025-11-28
60478 Fleet Crew Chief	3,465.25	1,182.38	2,282.87	2025-11-28
60479 MWI Aquatics	1,036.80	166.15	870.65	2025-11-28
60480 PO II	3,504.60	953.92	2,550.68	2025-11-28
60481 General Ledger Accountant	2,866.88	733.08	2,133.80	2025-11-28
60482 Golf Shop Assistant	528.00	55.40	472.60	2025-11-28
60484 MWI	1,522.80	279.82	1,242.98	2025-11-28

60485 Police Officer I	3,833.32	963.68	2,869.64	2025-11-28
60487 Lifeguard	612.65	69.44	543.21	2025-11-28
60486 Sports Official	54.00	4.13	49.87	2025-11-28
60489 City Manager	8,878.84	2,222.35	6,656.49	2025-11-28
60488 Crew Chief - PBG	3,174.23	903.23	2,271.00	2025-11-28
60490 Administrative Assistant	2,098.80	503.68	1,595.12	2025-11-28
60491 Sergeant	3,750.10	882.74	2,867.36	2025-11-28
60492 IT Intern	192.50	14.73	177.77	2025-11-28
60493 Aquatic Manager	3,433.50	1,108.14	2,325.36	2025-11-28
60427 Lifeguard	399.87	39.59	360.28	2025-11-28
60494 Lead Trainer - Soccer	462.50	47.39	415.11	2025-11-28
60500 Sport Site Supervisor	67.32	5.14	62.18	2025-11-28
60497 Swim Instructor	389.38	29.79	359.59	2025-11-28
60498 Utilities Director	6,331.79	2,781.61	3,550.18	2025-11-28
60495 Lifeguard	370.25	36.33	333.92	2025-11-28
60496 Lifeguard	800.42	110.58	689.84	2025-11-28
60499 Dispatcher I	1,720.00	280.58	1,439.42	2025-11-28
60501 Soccer Official	27.00	2.06	24.94	2025-11-28
	581,528.26	159,412.17	422,116.09	



City of Woodland Park Staff Report for City Council

Meeting Date: December 18th, 2025

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
	CMO/Finance	Jessica Scott Accounting Director

ITEM:

Monthly Report of Mayor and Council Expenses

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

November 2025

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Miscellaneous expenses	\$17,950.00	\$0.00	\$249.59	\$17,700.41	1%
Training/Travel	\$11,000.00	\$0.00	\$7,588.36	\$3,411.64	69%
Supplies	\$150.00	\$0.00	\$206.64	-\$56.64	138%
Meetings/Mileage/Meals	\$3,000.00	\$0.00	\$2,430.69	\$569.31	81%
Special Projects	\$500.00	\$0.00	\$0.00	\$500.00	0%
Total	\$32,600.00	\$0.00	\$10,475.28	\$22,124.72	32%

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1517
(Series 2025)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO, AMENDING ORDINANCE NO. 1467 AND APPROVING A FIRST
AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
WOODLAND PARK AND THE PATHWAY TO THE ROCKIES COUNCIL, BOY
SCOUTS OF AMERICA, REGARDING THE DEVELOPMENT OF THE GLEN ASPEN
RESERVOIR PROJECT**

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under Article XX, Section 6 of the Colorado Constitution and the City Charter;

WHEREAS, pursuant to Section 7.2 of the City Charter, the City Council (the “Council”) shall act by ordinance, resolution, or motion and all legislative enactments of a permanent nature shall be in the form of ordinances;

WHEREAS, further, pursuant to Section 15.2(a), the Council, by ordinance, may purchase, sell, exchange, or dispose of any interest in real property;

WHEREAS, on January 4, 2024, pursuant to such authority, the Council adopted Ordinance 1467, approving the Development Agreement with the Pathway to the Rockies Council, Boy Scouts of America, regarding the development of the Glen Aspen Reservoir project;

WHEREAS, the City, through this Development Agreement, obtained the opportunity to acquire land to build a reservoir on land owned by the Pathway to the Rockies Council, Boy Scouts of America, that will serve as a water storage for the City;

WHEREAS, since the execution of said Development Agreement, factual complexities have arisen which have delayed or interfered with the prompt susceptibility or viability of disposal by Quiet Title Action as it relates to one or more potential interest holders;

WHEREAS, as a result of the foregoing, and to avoid termination of the Development Agreement, counsel for both parties have drafted and agreed to the attached First Amendment to Development Agreement to provide more latitude and options in disposing potential clouds on title so that the agreed-upon real estate transactions and next steps for the Reservoir project can occur;

WHEREAS, the Council believes that it is in the best interest of the City to amend the Development Agreement to allow the City to continue to work towards successful development of a new water storage site;

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general welfare of its citizens to amend the Development Agreement with Pathway to the

Rockies Council, Boy Scouts of America and to memorialize the First Amendment to Development Agreement, attached as **Exhibit A**, through this ordinance.

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

Section 1. The City Council incorporates the foregoing recitals as conclusions, facts, determinations, and findings by the City Council.

Section 2. The First Amendment to Development Agreement between the City of Woodland Park and the Pathway to the Rockies Council, Boy Scouts of America, attached hereto as **Exhibit A**, is hereby approved by the City Council, and the Mayor is hereby authorized to sign same on behalf of the City.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS ____ DAY OF _____, 2026.

City of Woodland Park

Kellie Case, Mayor

ATTEST:

City Clerk, Suzanne Leclercq

Exhibit A

**First Amendment to Development Agreement
between City of Woodland Park and Pathway to Rockies Council, Boy Scouts of America**

FIRST AMENDMENT
to
DEVELOPMENT AGREEMENT

Between

**City of Woodland Park,
a Colorado Municipality, as City**

and

**Pathway to the Rockies Council, Boy Scouts of America,
a Colorado Nonprofit Corporation, as Owner**

Original Agreement Dated: January 4, 2023.

Amendment Dated: _____, 202__.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”), is entered into as of the date set forth above by and between **Pathway to the Rockies Council, Boy Scouts of America**, a Colorado Nonprofit Corporation (together with its successors and assigns, “Owner”) and **City of Woodland Park**, a Colorado Municipality (“City”).

1. Recitals.

- 1.1. City desires to construct the Glen Aspen Reservoir for the purpose of storing a portion of the City’s municipal water supply.
- 1.2. Owner’s Property is located outside of the City’s territorial boundaries.
- 1.3. City is a home rule city and is vested with the power of eminent domain to condemn property both within and without its territorial limits pursuant to Article XX of the Colorado Constitution.
- 1.4. City’s home rule charter provides the City shall have the power of eminent domain as granted to municipalities in Colorado state statutes (Woodland Park Charter, Article XV Section 15.1).
- 1.5. Various Colorado statutes vest municipal governing bodies with power of eminent domain to take property outside of the municipality’s territorial boundaries (extraterrestrial condemnation) where such property is to be taken for construction or operation of public utilities, including, C.R.S. § 31-15-707 (water works) and C.R.S. § 31-15-708 (water systems and reservoirs).
- 1.6. City’s home rule charter further reserves the right to exercise the full scope of constitutionally vested power and authority as a home rule city when acting by ordinance (Woodland Park Charter, Article XV Section 15.5), which reservation would appear to extend to powers of extraterrestrial condemnation.
- 1.7. Pursuant to the good faith negotiation requirements of C.R.S. §§ 38-1-102(1), the City approached Owner prior to instituting any formal eminent domain proceedings.
- 1.8. As a result of those negotiations, City and Owner entered into the Agreement memorializing the City’s plan to construct the Glen Aspen Reservoir and setting forth the responsibilities, timelines, and compensatory terms upon which City might obtain ownership of various portions of Owner’s Property and complete the Project.

- 1.9. Owner adopted the Agreement by resolution at a regular meeting of the executive board held on November 15, 2023. The City adopted the Agreement in Ordinance 1467 at a regular City Council Regular Meeting held on January 4, 2024. The Agreement was entered into by mutual execution on January 4, 2024.
- 1.10. The purpose of the Agreement is and has always been to accomplish by agreement what otherwise would have had to be accomplished by threatened and reasonably imminent eminent domain proceedings.
- 1.11. Because Owner believes Owner's title to the Property is subject to a potential cloud on title in the nature of a perpetual restraint on alienation arising out of the matter captioned Estate of Leonard Johnson, Jr., Teller County Probate 07PR734, the Agreement was expressly conditioned upon successful prosecution of a Quiet Title Action.
- 1.12. The prospective interests of one or more potential interest holders may not be reasonably susceptible to disposal by Quiet Title Action within the narrow definition of such action as provided in the Agreement and due to other factual complexities that have arisen since execution of the Agreement.
- 1.13. To avoid termination of the Agreement, City and Owner mutually wish to amend the Agreement to provide more latitude and options in disposing of potential clouds on title and to otherwise amend the Agreement, as follows.
2. Definitions. Capitalized terms not defined or substituted herein shall have the meaning given to them in the Agreement. The Agreement is hereby amended to add the following definitions which do not appear in the Agreement and to substitute the following definitions for those definitions appearing in the Agreement:
 - 2.1. "Agreement" shall mean the Development Agreement between City and Owner dated January 4, 2023, as amended.
 - 2.2. "Decree" shall mean a final judgment of a court of competent jurisdiction. In the context of a Quiet Title Action, "Decree" may have the foregoing meaning or may indicate the existence of other alternative assurances or circumstances which when taken together, have an equivalent effect of quieting title in Owner or otherwise giving effect to this Agreement without triggering any divestiture of Owner's interests as a result of the Restraint on Alienation.
 - 2.3. "Restraint on Alienation" means potential contingent remainders, executory interests, covenants, or conditions arising in beneficiaries of the matter captioned Estate of Leonard Johnson, Jr., Teller County Probate 07PR734.
 - 2.4. "Quiet Title Action" means (i) an action brought pursuant to Rule 105 of the Colorado Rules of Civil Procedure or the like, seeking a decree quieting marketable title to the Property in the Owner as against the Restraint on Alienation, and/or (ii) other alternative assurances reasonably acceptable to Owner and City's respective counsel, including by any combination of one or more of the following:
 - 2.4.1. obtaining consents, disclaimers, memoranda of understanding, instruments of estoppel, agreements, waivers, or other instruments which, either generally or in the specific context of this Agreement, the Restraint on Alienation is void or unenforceable, the Property is free from the Restraint on Alienation;
 - 2.4.2. means of securing or quieting marketable title to the Property in the Owner free and clear of the Restraint on Alienation; and/or
 - 2.4.3. obtaining one or more title insurance policies insuring the respective interests of the Owner and City in the Property as against the Restraint on Alienation.
3. Effect on Condemnation. The Agreement is amended to add the following new provision. In the event the City or any other governing body commences proceedings to appropriate all or any portion of the Property by eminent domain or otherwise:

- 3.1. Reservation of Rights. Owner expressly reserves all rights to participate in the proceedings, to argue compensation, to be compensated for the entirety of property or rights condemned, as such property or rights existed in Owner prior to this Agreement, without regard to its effects, and without taking into effect any diminution of value resulting from this Agreement or rights or interests altered by this Agreement.
- 3.2. No Stipulation. The exchange of rights and obligations in the Agreement constitute the negotiated settlement value of a contested right of action and are fair and reasonable to the Parties in the context of the Agreement and subject to its specific terms. The consideration exchanged does not represent a stipulation as to the value or calculation of just compensation that would be due Owner for the loss of that portion of Property to be encumbered by, deeded to, or otherwise appropriated by the City (the "Condemned Property") in any eminent domain action; the Agreement further does not represent a stipulation between the Parties as to the value of the Condemned Property or remaining Property or as providing for a liquidated amount in any other circumstance.
4. Notice. The Agreement is amended to update the following addresses for notice:
- Notices to the City shall be addressed to:
City of Woodland Park
220 W. South Avenue
Woodland Park, CO 80863
Attention: City Attorney, Nina P. Williams
- with a copy to:
Wilson Williams LLP
1314 Main Street, Suite 101
Louisville, CO 80027
Attn: Nina P. Williams
- Notices to Owner shall be addressed to:
Pathway to the Rockies Council – Boy Scouts of America
4775 Centennial Blvd.
STE 107
Colorado Springs, CO 80919
- with a copy to:
Business Law Group
90 S. Cascade Ave. Ste. 400
Colorado Springs, CO 80903
Attention: Stacey C. Rogers
5. Survival of Terms. Except as explicitly amended hereby, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

OWNER

**Pathway to the Rockies Council, Boy
Scouts of America,**
a Colorado Nonprofit Corporation

By: _____

Name: Jim Machamer

Title: CEO

CITY

City of Woodland Park,
a Colorado Municipality

By: _____
Name: Kellie Case
Title: Mayor

DEVELOPMENT AGREEMENT

Between

City of Woodland Park,
a Colorado Municipality, as City

and

Pathway to the Rockies Council, Boy Scouts of America,
a Colorado Nonprofit Corporation, as Owner

Dated: 1-4, 2024 SC

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is entered into as of the date set forth above by and between **Pathway to the Rockies Council, Boy Scouts of America**, a Colorado Nonprofit Corporation (together with its successors and assigns, “Owner”) and **City of Woodland Park**, a Colorado Municipality (“City”).

Article 1. Recitals and Definitions

- 1.1. Recitals. Owner owns land comprising approximately 200 acres in Teller and El Paso Counties, located at 11050 Loy Creek Rd, Woodland Park, CO 80863, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Property”), and City desires to acquire a portion of such Property (or sufficient rights therein) to develop a reservoir, a Water Treatment Facility constructed for the benefit of the portion of the Property retained by Owners, and other Improvements servicing the same (the “Project”) and be known as “Glen Aspen Reservoir.” Subject to and in accordance with the terms hereof, Owner and City wish to establish a mutually beneficial relationship between the Parties by defining the responsibilities, timelines, and financial terms of the transaction.
- 1.2. Definitions. The terms defined in this Section 1.2 shall, for the purposes of this Agreement, have the meanings herein specified unless the context expressly or by necessary implication otherwise requires:
 - 1.2.1. “Commencement of Construction” means the date that is the earlier of: i) the date Property undergoes any physical change or alteration in furtherance of the Project or Improvement; or ii) the date the legal or equitable rights in any portion of the Property are conveyed to City by recorded instrument.
 - 1.2.2. “Completion” or “Completed” means the full and final completion of the Improvements and the balance of the Project, in a good and workmanlike manner, lien free (which may include liens removed by the posting of bond acceptable to remove such lien from title) and material defect free, substantially in accordance with the Plans and Specifications, and in accordance with the terms of this Agreement. “Completion” shall further not be deemed to have occurred until Owner has determined that there have been no significant or material unapproved field changes during construction of the Project (other than Minor Field Changes and those changes otherwise approved by Owner pursuant to the terms of this Agreement). Completion of the Reservoir shall be measured as to its capacity to begin receiving and retaining water and not to the date it is filled to capacity. Completion of the Water Treatment Facility shall mean a functioning facility providing water.
 - 1.2.3. “Completion Date” for the Water Treatment Facility means twelve (12) months after the Completion of other Improvements. For all other Improvements, Completion Date means the earlier of:
 - (i) twenty-four (24) months following Commencement of Construction, with such date extended one day for each day of delays caused by any Event of Force Majeure, or
 - (ii) December 31, 2027.
 - 1.2.4. “Event of Force Majeure” means any of the following: strike, lockout, fire or other casualty, material or labor shortage, governmental regulation or control not in effect on the date of this Agreement, inclement weather, or acts of God; provided that City shall deliver to Owner written notice of the

occurrence of each such event within five (5) days after the date that City first becomes aware of the occurrence thereof. For the avoidance of doubt, "Event of Force Majeure" shall **not** include (a) inability to obtain financing or other lack of funds, (b) delays in obtaining any governmental approval unless such delay is the result of a general moratorium on issuing government approvals, (c) delays due to adverse soil conditions, if such delays due to adverse soil conditions continue for longer than thirty (30) days in aggregate, or (d) any government regulation or control enacted by or within the control of a party asserting such event as a force majeure.

- 1.2.5. "Improvements" means, collectively, the improvements to be constructed on the Property as shown in the final Plans and Specifications.
- 1.2.6. "Minor Field Changes" shall have the meaning set forth in Section 3.4.
- 1.2.7. "Plans and Specifications" refers to the Preliminary Plans and Specifications and Final Plans and Specifications, as identified in Section 3.1. In the event of any inconsistency, the Final Plans and Specifications shall control. Final Plans and Specifications shall include proof of satisfaction of all Requirements, a final site plan, engineering and architectural drawings, proposed deeds and easements with any plat of survey or easement survey exhibits, proof of City's noncontingent funding sufficient to reach Completion, and a detail schedule for Completion.
- 1.2.8. "Project" has the meaning set forth in Section 1.1 including Key Elements as set forth in Section 2.7.
- 1.2.9. "Property" has the meaning set forth in Section 1.1.
- 1.2.10. "Punchlist Items" means, collectively, unfinished items of on-site construction and correction of any such work that are necessary for the Owner to use or access the Project or Improvements or otherwise fulfill City's obligations in this Agreement but are not necessary for Completion of the Project in accordance with the terms of this Agreement, that will be completed by City within 60 days following Completion.
- 1.2.11. "Quiet Title Action" means an action brought pursuant to Rule 105 of the Colorado Rules of Civil Procedure or the like, seeking a decree quieting marketable title to the Property in the Owner as against potential contingent remainders, executory interests, covenants, or conditions arising in beneficiaries of the matter captioned Estate of Leonard Johnson, Jr., Teller County Probate 07PR734.
- 1.2.12. "Requirements" means, collectively, all laws, ordinances, rules, regulations, codes, requirements of governmental authorities, permits, licenses, approvals, the terms of all restrictions, easements and other arrangements of record affecting all or any portion of the Property, and all contractual obligations of City and Owner.

Article 2. Plan of Development

2.

- 2.1. Quiet Title Action. Within 30 days of the execution of this Agreement, Owner shall file the Quiet Title Action and shall subsequently pursue timely prosecution of such action in good faith. Should Owner be unsuccessful in obtaining a decree reasonably acceptable to Owner and City's respective counsel, this Agreement shall terminate. City shall pay Owner's costs, including reasonable attorney fees (but not sanctions) of prosecuting the Quiet Title Action, which obligation shall survive termination of this Agreement. Costs of this action are anticipated not to exceed \$10,000. However, in the event that they do, Owner shall consult with the City's attorney upon reaching the estimate and every \$5,000 thereafter for the purpose of facilitating City's decision to continue with this Agreement or to Terminate this Agreement in accordance with Section 5.2. The City shall also obtain a litigation guarantee policy from a title company of City's choosing at City's cost which shall name City and Owner as named insured and which shall cover the entirety of the Property.
- 2.2. Condition of Property. The Owners shall maintain the Property in its current condition, subject to ordinary wear and tear and changes specifically authorized by this Agreement.
- 2.3. Plans and Specifications; Owner and Municipal Approval. City shall, upon execution of this Agreement, and in consultation with the Owner, act in reasonable diligence to develop and approve Final Plans and Specifications for the Project and Improvements and governmental approvals and Requirements. Upon City's adoption, City shall present them to Owner for Owner's acceptance and adoption as Final Plans and Specifications for the Project.
- 2.4. Title Transfer. Upon adoption of Final Plans and Specifications, the Parties shall execute and record title documents including easements, deeds or dedication of the tracts identified to contain the Reservoir, Water Treatment Facility, and Access Road, in a form mutually acceptable to Parties' respective counsel.

- 2.5. Construction Phase. City shall not commence construction until the Final Plans and Specifications have been approved by Owner and the City. Once construction has commenced, City shall consistently and diligently prosecute construction of the Projects in conformity with the Final Plans and Specifications.
- 2.6. Post Construction. When construction is Completed, City shall survey the Project and all Improvements, and Parties shall execute any corrective title instruments to alleviate any Minor Field Changes as-built variations or encroachments or other mutually agreed upon deviations. Substantial deviations or encroachments shall be removed and rebuilt in conformity with the Final Plans and Specifications.
- 2.7. Key Elements of Project. The Project and its development shall include the following Key Elements:
- 2.7.1. Continuous Camp Operation. All development activities shall be conducted in a manner that does not interfere with the continuous operation of Owner's camp and Scouting activities.
- 2.7.2. Reservoir. The City shall design, construct, and maintain a water storage reservoir approximately 11 surface acres in size, capable of holding approximately 300-350 acre-feet when full, to be used to detain water primarily sourced from the Homestead Pipeline or other external water source (i.e. not surface or ground water) for the benefit of City's municipal water supply (the "Reservoir"). The Reservoir shall be filled and shall be used only for potable water purposes and not for general public recreation. No public access to the Reservoir or surrounding areas shall be allowed. The Reservoir and access points shall be surrounded by appropriate gates, fencing, and signage to prevent public access. The real estate encompassing the Reservoir shall be conveyed or dedicated to City, subject to the terms of this Agreement.
- 2.7.3. Water Treatment Facility and Hydrants. The City shall design and construct for Owner's benefit a dedicated water treatment facility and several fire hydrants ("Water Treatment Facility"), servicing the portion of the Property retained by Owner, including Owner's planned or future improvements, ensuring that it meets all applicable regulatory requirements and standards applicable at the time of build. The City shall own and maintain the water treatment facility and hydrant improvements at all times.
- 2.7.3.1. Location.
- 2.7.3.1.1. The treatment facility shall be located Southeast of the existing Glen Aspen Ranch Boy Scout Camp, and shall be adjacent to or located within the "50' UTILITY EASEMENT" shown on the Preliminary Plans and Specifications.
- 2.7.3.1.2. The hydrants shall be placed at an agreed upon location reasonably proximate to the existing buildings and planned or future improvements in such location as may be required to fulfill their intended purpose.
- 2.7.3.2. Access.
- 2.7.3.2.1. Owner shall grant the City a permanent improvement easement for the facility and hydrants which shall provide for necessary ingress and egress rights for access and maintenance to the facility and hydrants.
- 2.7.3.2.2. Access shall be from and over the existing southern access drive off Loy Creek Road. If, prior to Owner's approval of Final Plans and Specifications, the City determines the quality, condition, or footprint of the existing southern access drive is insufficient or undesirable, the City may propose improvements to the existing drive or solutions involving alternative or temporary access, to be presented to Owner for inclusion in the Final Plans and Specifications, subject to the following: (i) improvements shall, to the extent practicable, maintain the footprint of the existing drive; (ii) all alternative or new access shall be from Loy Creek Road and shall be adjacent to the existing southern access drive or elsewhere within the "50' UTILITY EASEMENT" shown on the Preliminary Plans and Specifications; (iii) the treatment facility shall be accessed without entering the camp, i.e. without traveling north of the southernmost building in existence at the time of this Agreement; (iv) the City shall be responsible for all such construction and improvements; and (v) no part of this paragraph shall be construed to disturb Owner's sole discretion in determining whether to approve the Final Plans and Specifications.
- 2.7.3.3. Service and Capacity.
- 2.7.3.3.1. The hydrants shall provide, at City's cost, an unmetered allocation of nonpotable and untreated water.

- 2.7.3.3.2. The treatment facility shall provide, at City's cost, an annual water allocation of 40,000 gallons of potable water.
- 2.7.3.3.3. The City shall ensure the treatment facility is operational and producing potable water not less than eight (8) consecutive months from March 1 through October 31, at City's cost. The City will provide the Scouts with an annual water allocation of 40,000 gallons of potable water from the water treatment facility for their use. Potable water use in excess of the annual allocation shall be permitted but shall be billed to the Scouts at the then-prevailing rate for water. Except for potable water use in excess of the annual allocation, the City will not seek to be reimbursed for costs associated with the Water Treatment Facility, hydrants, or provision of water.
- 2.7.3.3.4. Parties shall execute such other and further documents with the utility as necessary to effect these terms.
- 2.7.4. Access Road and Parking Lot. The City shall construct a new, permanent access road which shall extend from the dam site in a generally northeasterly direction, terminating at Loy Creek Road, in approximately the location shown on the Preliminary Plans and Specifications as "30' ACCESS EASEMENT." At the termination point of the Access Road, the City shall construct a gravel parking lot/staging area which shall be of sufficient size to allow for staging of construction vehicles, a temporary on-site construction trailer, and turnaround for school buses. The Access Road and Parking Lot shall be of a grade and quality suitable for large construction vehicles, school buses, and passenger vehicles. The real estate encompassing the Access Road and Parking Lot shall be conveyed or dedicated to City, subject to a permanent easement appurtenant to the Owner's Property which shall allow ingress/egress over the Access Road and use of the Parking Lot for staging, loading and unloading of passengers and cargo, vehicle turnarounds, parking, seasonal vehicle storage, and other ancillary activities. Repair and maintenance of the Access Road and Parking Lot shall be the sole responsibility of the City.
- 2.7.5. Deed Restriction. The deeds or other dedications of the Reservoir, Access Road, Parking Lot, or any other any portion of the Property to City shall be subject to a condition subsequent that the grantee never convert the property to public use or access. Upon failure of the condition subsequent, the property shall revert to Owner.
- 2.7.6. Private Recreational Easement. The City shall grant an easement in gross, personal to Owner for the benefit of Owner and Owner's invitees, granting rights to access and use the Reservoir for recreational fishing, boating/watercraft, and swimming, subject to the following: (i) watercraft and ancillary equipment having ever been used or placed in any other body of water shall under no circumstances be introduced to the Reservoir; (ii) only non-motorized watercraft (except electric powered trolling motors under 6 horsepower and producing no wake) shall be allowed; (iii) all recreational activity and access shall be limited to Scouting purposes and education. Additional recreational activities may be permitted with prior permission of the City. The easement shall be non-assignable except to other affiliates of the Boy Scouts of America organization. In the event of a lapse in commercial liability coverage provided by the national Boy Scouts organization, the Owner further agrees to either (i) procure a commercial liability policy or premises liability policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the Owner and the City being listed as the Additional Insured on a primary and noncontributory basis; or (ii) cease use of the recreational easement for any time in which coverage is not in place. Owner shall provide a copy of the current Certificate of Insurance to the City upon the execution of this agreement. The Easement shall provide that the City shall have no responsibility for the safety and or security of any person participating in the use of the private recreational easement by the Owner and Owner's invitees. Owner expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to Owner or Owner's invitees resulting directly or indirectly from their participation in Owner and Owner's invitee's use of the recreational easement, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of the Owner or Owner's invitees, except that such indemnification shall not extend to any liability or claim of liability arising out of any act or omission of the City and shall not extend beyond the proceeds of any applicable insurance policy then in force.

- 2.7.7. Temporary and Ancillary Easements and Licenses. Each party shall grant the other such temporary or ancillary easements or licenses necessary to effect the purposes of this Agreement, including: ingress/egress over access roads, fence easements; a temporary off-site license for material procurement (i.e., harvesting of fill dirt) over the location shown on the Preliminary Plans and Specifications as “MAXIMUM BORROW AREA”, which temporary off-site license shall require the City to recompact the soil at a generally level grade, to reintroduce native surface vegetation, shrubs, and trees, and to conduct erosion control measures upon conclusion of its harvest.
- 2.7.8. Improvements and Utilities. To the maximum extent possible: utility improvements shall be placed underground and within existing utility easement areas or combined with other planned easement areas. No Improvements shall disturb the location or use of the existing camp.

Article 3. City's Obligations

3.

- 3.1. Certain Development Obligations. Owner hereby retains City as, and City hereby agrees to act as, the developer for the Project and to develop, organize, supervise, monitor and manage the Project, subject to and in accordance with the terms of this Agreement. Owner has approved the preliminary plans and specifications for the Project, which preliminary plans are attached as Exhibit B to this Agreement (the “Preliminary Plans and Specifications”), which shall be finalized by City and subject to Owner's review and consent, in Owner's sole discretion (upon approval, such plans shall become the “Final Plans and Specifications”). City shall develop and cause Completion of the Project to occur in accordance with the terms of this Agreement and at a cost (which shall be paid solely at City's cost).
- 3.2. Liens. If any direct or indirect contractor, subcontractor, supplier or any other party affiliated with or otherwise party to any contract with the City establishes a lien against the Project and/or the Property or the work done or materials supplied in connection with the Improvements, City shall, within ten (10) business days following the earlier of City's receipt of notice from the Owner regarding such lien and such time as City becomes aware of the lien, cause the lien to be discharged of record (either by obtaining and recording a lien discharge bond from a surety and in a form reasonably acceptable to Owner, or otherwise causing such lien to be discharged of record) at no cost to Owner. City agrees to indemnify, defend, and hold Owner harmless from and against any and all costs, expenses, liabilities, claims and obligations incurred in connection with any such lien for which City is responsible hereunder and to have such lien discharged of record. City's obligations under this Section, including the obligation to indemnify, defend and hold Owner harmless, shall survive the expiration or termination of this Agreement.
- 3.3. City's Services. Without limiting any other term of this Agreement, City shall, and shall have the right to:
- 3.3.1. Keep Owner and Construction Consultant advised generally as to developments affecting the Property and the Project and respond, coordinate and cooperate with all reasonable requests by Owner inquiring as to the status of the progress of the Project for the purpose of enabling Owner to monitor City's progress;
- 3.3.2. Obtain and maintain (or cause to be obtained and maintained) in full force and effect all necessary authorizations, agreements, permits, licenses (including, without limitation, surety bonds), Requirements, and similar documents with the appropriate governmental authorities and utility companies pertaining to the Project and necessary for Completion of the Project by the Completion Date and full use and occupancy of the Project;
- 3.3.3. Supervise the performance of all contracts with and coordinate the activities of all designated Project consultants;
- 3.3.4. Perform such other related business and development functions pertaining to the development of the Project as agreed between Owner and the City;
- 3.3.5. Supervise the design and construction of the Project, including all buildings constructed as a part of the Project and all off-site improvements and on-site common area improvements, such as site preparation and grading, above-ground and underground utility systems, temporary or permanent parking lots, surface improvements, lighting, roads, and landscaping, in each case strictly in accordance with the Plans and Specifications;
- 3.3.6. Within thirty (30) days following Completion, City shall deliver to Owner a complete set of as-built drawings or a complete set of annotated Plans and Specifications prepared by the Architect, General Contractor or any subcontractor, as applicable, and showing all of the Project and Improvements as

actually constructed. Such as-built drawings shall be in form reasonably satisfactory to Owner, and City shall cause any corrections requested by Owner or Construction Consultant to be made in such as-built drawings;

3.3.7. Perform the following services:

- 3.3.7.1. Complete all Punchlist Items within 60 days following Completion to the reasonable satisfaction of Owner and otherwise in accordance with the terms of this Agreement;
- 3.3.7.2. Deliver to Owner upon Completion an as-built survey of the Project prepared by a registered land surveyor in the state where the Property is located and in form and substance reasonably satisfactory to Owner, showing no encroachments on the portion of the Property retained by Owner;
- 3.3.7.3. Perform such other services as are usual and customary in the development, construction and operation of the Project; and
- 3.3.7.4. At all times during construction of the Project, City, and City's contractors and subcontractors, when insurable risk exists, shall procure or cause to be procured for the benefit of Owner and shall name Owner as an additional insured thereon:
 - 3.3.7.4.1. "special perils" or equivalent policy form of builder's risk insurance in the amount of not less than \$10,000,000.00 per occurrence and \$10,000,000 general aggregate and must provide (A) a permission to occupy endorsement (B) include coverage for the perils of collapse, flood and/or surface water, and earthquake/volcanic action, where applicable;
 - 3.3.7.4.2. a policy of commercial general liability insurance (occurrence form) having a limit of not less than \$1,000,000 per single occurrence, \$2,000,000 aggregate, including a "Per Project Aggregate" endorsement. Owner and its designees shall be named as additional insured on City's, General Contractor's and all subcontractor's policies. The additional insured coverage shall be provided on either (A) CG2010 covering ongoing operations and CG2037 covering additional insured completed operations; or (B) an equivalent form which includes both Ongoing and Completed Operations, if acceptable to Owner;
 - 3.3.7.4.3. commercial automobile liability including coverage for owned, hired and non-owned vehicles with a limit not less than \$1,000,000 combined single limit;
 - 3.3.7.4.4. worker's compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and employers liability insurance in an amount not less than \$500,000, each accident; \$500,000 disease policy limit; \$500,000 each employee, covering all persons employed in the conduct of its operations at the Project (including the all states endorsement and, if applicable, the volunteers endorsement); and
 - 3.3.7.4.5. an umbrella policy of commercial general liability insurance having a limit of not less than \$10,000,000.00 per occurrence and \$10,000,000 general aggregate.
 - 3.3.7.4.6. Such insurance policies shall be issued by insurance companies with a rating of not less than A- Class VIII in the latest edition of Best's Insurance Guide. City shall deliver to Owner certified copies of such insurance policies, together with certificates evidencing the coverage of Owner under the liability policy, promptly upon issuance or renewal thereof. City shall not take or fail to take any action that would cause the cancellation of, diminish coverage under or result in an increased premium for any of the insurance described in this Section.

- 3.4. Amendments to Plans and Specifications. City shall not amend the Final Plans and Specifications or utilize a change order except upon the terms and conditions set forth in this Section. Except for Minor Field Changes (as defined below), if City desires to amend or modify the Final Plans and Specifications, City shall provide thirty (30) business days' prior written notice to Owner (each, a "Change Notice"). The Change Notice shall specify the proposed change to the Final Plans and Specifications, the amount of any increases or decreases in the burdens or obligations to Owner or the Property connection with such proposed change and other relevant information to permit Owner to evaluate the proposed amendment, modification or change order and the actual or potential effect upon the Project and Improvements. Owner, in its sole discretion, may approve of any proposed amendment, modification or change order set forth in the Change Notice, by providing City with written notice of such approval within thirty (30) business days after Owner's receipt of such Change Notice (the "Approval Notice"). Unless Owner, in its sole discretion, sends City notice within such period, that Owner will not send the Approval Notice, the proposed amendment or modification shall be deemed to have been approved by Owner. Notwithstanding anything

herein to the contrary, City may make Minor Field Changes in the Plans and Specifications without the consent of Owner. As used herein, the term “Minor Field Changes” means any changes to the Plans and Specifications which satisfy all of the following conditions and requirements:

- 3.4.1. the change shall not alter the benefits or burdens of the Owner or the Property retained by Owner;
- 3.4.2. the change shall not involve any substitution or elimination of materials; or if it does involve material substitution, the substituted materials are of equal or superior quality, durability and appearance to the materials which are being replaced, and the substitution shall not materially change the appearance or use of the Improvements;
- 3.4.3. the change shall not diminish the value or utility of the Project or the mechanical, structural or architectural integrity thereof;
- 3.4.4. the value of the work represented by such proposed change when combined with all previous Minor Field Changes, shall not have a cumulative value in excess of \$400,000; and
- 3.4.5. City shall give notice to Owner of the change within five (5) business days after the change is effected. Nothing in this subsection shall be deemed in any way to excuse, delay or otherwise affect City’s obligations to deliver to Owner as-built drawings as described in Section 3.3.6

Notwithstanding anything to the contrary contained in this Section 3.4, in no event may City amend the Plans and Specifications or utilize change orders in any manner which would modify, change or otherwise alter the foundations or location of the Project or Improvements.

Article 4. Covenants, Representations and Warranties of City.

4.

4.1. City hereby covenants, represents and warrants to Owner as follows:

- 4.1.1. City is a Municipality duly formed and in good standing under the laws of the State of Colorado and duly qualified to do business within the State of Colorado. City has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by City pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement and all documents, instruments and agreements entered into by City pursuant to this Agreement constitute the valid, legal and binding obligations of City enforceable in accordance with their respective terms upon proper execution and delivery thereof by City, subject as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors’ rights and to general equity principles. This Agreement has been executed and such other documents, instruments and agreements have been or will be executed by duly authorized representatives of City.
- 4.1.2. Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that City or, to City’s knowledge, General Contractor obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party which has not been obtained (other than building permits, and operating permits or agreements with Teller or El Paso County which City will obtain prior to commencing construction) or which, in any case or in the aggregate, if not obtained or made would have an adverse effect, financial or otherwise, on the Project or render such execution, delivery or consummation illegal or invalid.
- 4.1.3. To City’s knowledge, the factual matters set forth in the Recitals are true, complete and accurate in all respects.
- 4.1.4. As of the date hereof, there are no actions, suits, proceedings or investigations, at law or in equity, or before any governmental agency or other person, (i) pending against City, its partners or the City Principals or (ii) to City’s knowledge, threatened against City, its partners or the City Principals, which, in any case or in the aggregate, will have a materially adverse effect on their respective abilities to meet their obligations in connection with this transaction or have a material adverse effect on the value, use, operation or occupancy of the Project. City shall deliver or shall cause to be delivered to Owner promptly following receipt thereof any notice of any action, suit, proceeding or investigation, at law or in equity, against City or its partners which reasonably could have a material adverse effect on their respective abilities to meet their obligations in connection with this transaction or have a material adverse effect on the value, use, operation or occupancy of the Project.

- 4.1.5. City believes that the City of Woodland Park, County of Teller, and County of El Paso, Colorado, Colorado, as applicable, the United States Environmental Protection Agency, and all other applicable governmental authorities or utilities shall have approved the Plans and Specifications for issuance of a land disturbance permit, building permits for construction, discharge permits, and any other permit, service or utility agreements necessary for the construction and operation of the Improvements and Project (the "Building Permits")
- 4.1.6. The Property is taxed as one or more separate parcel(s) (*i.e.*, not as part of a larger tax parcel that includes the Property) for real estate tax purposes.
- 4.1.7. To City's knowledge, the Property is not in violation of any law applicable to the Property. City has neither received nor been threatened with a notice of violation of any law applicable to the Property.
- 4.1.8. There are no special assessments pending or, to City's knowledge, threatened against or with respect to the Property on account of or in connection with such public streets, roads or any other public improvements including, but not limited to, storm and sanitary sewer, water or other utility lines, curbs, gutters, drainage facilities, sidewalks, lighting and the like. City covenants not to levy any special assessments against the Property for the Project.
- 4.1.9. The Property is benefited by (or will be benefited by prior to Completion) easements of unlimited duration as are necessary for the Project. No additional easements are required for the provision of utilities, access, egress and drainage to or for the benefit of the Property or the Project in connection with the use and operation of the Project and Improvements as depicted on the Plans and Specifications.
- 4.1.10. Upon their issuance, the liability insurance policies required under this Agreement shall name Owner as additional insured. Promptly following issuance thereof, City shall deliver to Owner true, correct and complete copies of all of such insurance policies.
- 4.1.11. No broker, finder, agent or other intermediary has been employed by or on behalf of City in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby, and no such party has any right or claim to any commission, finder's fee or similar amount payable as a result of any act of, or engagement of, such party by City. City hereby indemnifies Owner against all liabilities and expenses (including, without limitation, attorneys' fees and costs), in connection with any claims for commission, fee, compensation, or otherwise, for the bringing about of this transaction, or the consummation hereof, which may be made against Owner, as a result of any acts of City. City's obligation to indemnify Owner in this Section 5(v) shall survive the expiration or termination of this Agreement.
- 4.1.12. City has not received any notice of condemnation or of eminent domain proceedings or negotiations for the purchase of any of the Property or the Project in lieu of condemnation, and no condemnation or eminent domain proceedings or negotiations have been commenced or, to the best of their knowledge, threatened in connection with the Property. City covenants not to initiate or threaten eminent domain proceedings on its own behalf with regard to any part of the Property or Project which would result in its obtaining rights or Owner's suffering burdens in excess of those set forth in this Agreement.
- 4.1.13. All utility services, including, but not limited to, water, electric power, gas, cable television and telephone service are, or will be prior to Completion, available to the Property in form and with capacity sufficient for the useful enjoyment and operation of the Project and Improvements and no unpaid assessments, impact fees, development fees, tap-on fees or recapture costs are payable in connection therewith.
- 4.1.14. City shall not at any time use, store or keep at the Property any Hazardous Materials, except those customarily and prudently used in construction or operation of projects similar to the Project and in compliance with all Environmental Laws.
- 4.1.15. City represents and warrants that (i) City is classified as a tax exempt Municipality for Federal income tax purposes and (ii) City's U.S. employer identification number is 84-6002740. City covenants that it will not take any action (or fail to take any action, as the case may be) that would cause the representation in this clause 4.1.15 to fail to be true throughout the term of this Agreement.

Article 5. Term and Enforcement

- 5.
- 5.1. Term. Unless earlier terminated by the express provisions hereof, this Agreement shall continue in full force and effect from the date hereof until Completion of the Project, together with any post Completion obligations.
 - 5.2. Early Termination. At any time prior to approval of the Final Plans and Specifications, or otherwise prior to the commencement of construction, whichever shall occur later, either Party shall have the right, in its sole discretion, to terminate this Agreement by written notice, whereupon this Agreement shall immediately terminate. Further, in the event of any such termination, each Party shall be relieved of any further obligation hereunder, except to the extent of any indemnity or reimbursement obligation set forth in this Agreement, all of which shall survive the expiration or termination of this Agreement.
 - 5.3. Enforcement. This Agreement shall be enforceable by writ of mandamus or otherwise by court order for specific performance.

Article 6. Notices

- 6.
- 6.1. Any and all notices and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing delivered either in hand, by mail or by expedited commercial carrier which provides evidence of delivery or refusal, addressed to the recipient, postage prepaid and registered with return receipt requested, if by mail, or with all freight charges prepaid, if by commercial carrier. All notices and other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal. All such notices and other communications shall be addressed to the parties at their respective addresses set forth below or at such other addresses as any of them may designate by notice to the other parties.

Notices to the City shall be addressed to:

City of Woodland Park
220 W. South Avenue
Woodland Park, CO 80863
Attention: City Attorney, Nina P. Williams

with a copy to:

Wilson Williams LLP
317 W South Boulder Road , Unit 6 ,
Louisville , CO 80027
Attn: Nina P. Williams

Notices to Owner shall be addressed to:

Pathway to the Rockies Council – Boy Scouts of America
4775 Centennial Blvd.
STE 107
Colorado Springs, CO 80919

with a copy to:

Business Law Group
90 S. Cascade Ave. Ste. 400
Colorado Springs, CO 80903
Attention: Stacey C. Blink

Article 7. Miscellaneous

7.

- 7.1. Successor and Assigns. The agreements contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto. The City shall not mortgage, pledge, sell, assign, hypothecate, or otherwise encumber, transfer or permit to be transferred in any manner or by any means whatsoever whether voluntarily or by operation of law, all or any part of its interest in this Agreement.
- 7.2. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Property is located.
- 7.3. Severability. If for any reason any provision of this Agreement is determined to be invalid, or unenforceable in any circumstance, such invalidity or unenforceability shall not impair the effectiveness of the other provisions in this Agreement or, to the extent permissible, the effectiveness of such provision in other circumstances.
- 7.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement binding on the parties hereto.
- 7.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior understandings or agreements between the parties.
- 7.6. Titles. Titles of provisions of this Agreement are for descriptive purposes only and shall not control or alter the meanings of this Agreement as set forth in the text.
- 7.7. Further Assurances. The parties agree to execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.
- 7.8. Consent to Jurisdiction. The City consents to the personal jurisdiction of the federal and state courts of the state in which the Property is located and agrees that service of process may be made upon the City by certified mail, return-receipt requested, or in any other manner permitted by law. The City agrees not to assert in any action brought in any such court that such action is brought in an inconvenient forum, or otherwise make any objection to venue or jurisdiction.
- 7.9. Waiver of Jury Trial. Each of the parties hereto waives trial by jury in any litigation, suit or proceeding between them in any court with respect to, in connection with or arising out of this Agreement, or the validity, interpretation or enforcement thereof.
- 7.10. Amendments. No amendment or modification of this Agreement shall be effective unless reflected in a document executed and delivered by all parties hereto.
- 7.11. Remedies Cumulative. All rights, privileges and remedies afforded the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.
- 7.12. Gender. The use herein of (i) the singular number shall be deemed to mean the plural, (ii) the masculine gender shall be deemed to mean the feminine or neuter and (iii) the neuter gender shall be deemed to mean the masculine or feminine whenever the sense of this Agreement so requires.
- 7.13. Exculpation. Owner's liability pursuant to this Agreement is limited to Owner's interest in the Property and Owner and Owner's representatives are exculpated from any personal liability hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

OWNER

**Pathway to the Rockies Council, Boy
Scouts of America,**
a Colorado Nonprofit Corporation

By: 

Name: Jim Machamer
Title: CEO

CITY

City of Woodland Park,
a Colorado Municipality

By: _____

Name: Hilary LaBarre

Title: Mayor

EXHIBIT A

LEGAL DESCRIPTION

Attach Legal Description of Property

The Southwest quarter of the Southwest quarter (SW1/4 SW1/4) of Section Eight (8) and the West half of the Northwest quarter (W1/2 NW1/4) of Section Seventeen (17) in the Township Twelve (12) South, Range Sixty-Eight (68) West of the Sixth Principal Meridian, El Paso County, Colorado

Subject to covenants, easements, and restrictions of record.

AND

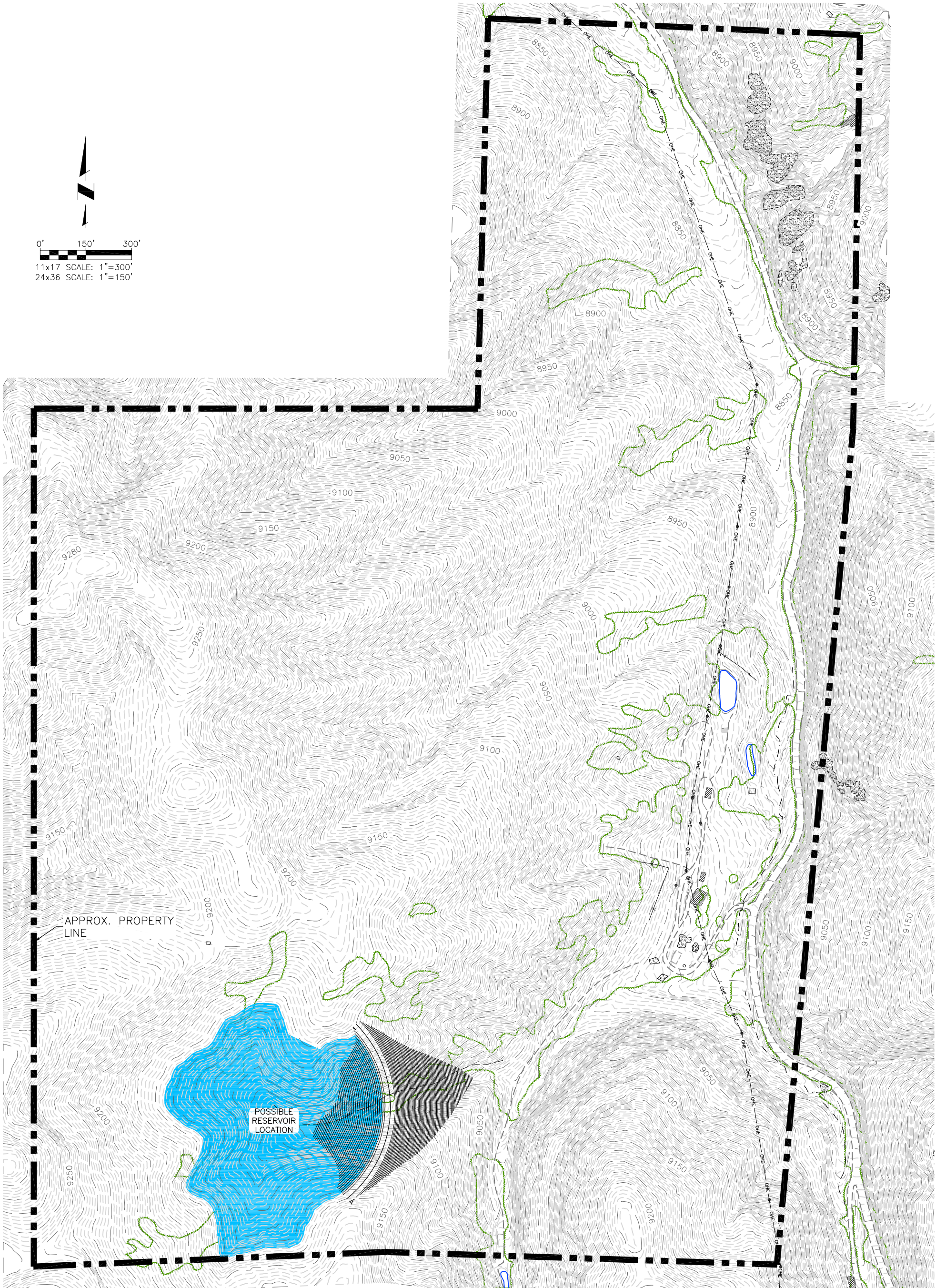
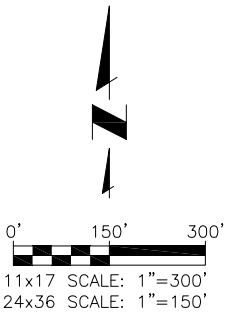
The East half of the Northeast quarter (E1/2 NE ¼) of Section Eighteen (18) in Township Twelve (12) South, Range Sixty-Eight (68) West of the Sixth Principal Meridian, Teller County, Colorado

Subject to covenants, easements, and restrictions of record.

EXHIBIT B

PLANS AND SPECIFICATIONS

Attach Preliminary Project Drawings and Site Plan



Project No.: 109.06
Scale: AS NOTED
Date: 10/15/09
Design: SFS
Drawn: RMM
Check: JPM
Revised:

WOODLAND PARK RESERVOIR
OVERALL SITEPLAN

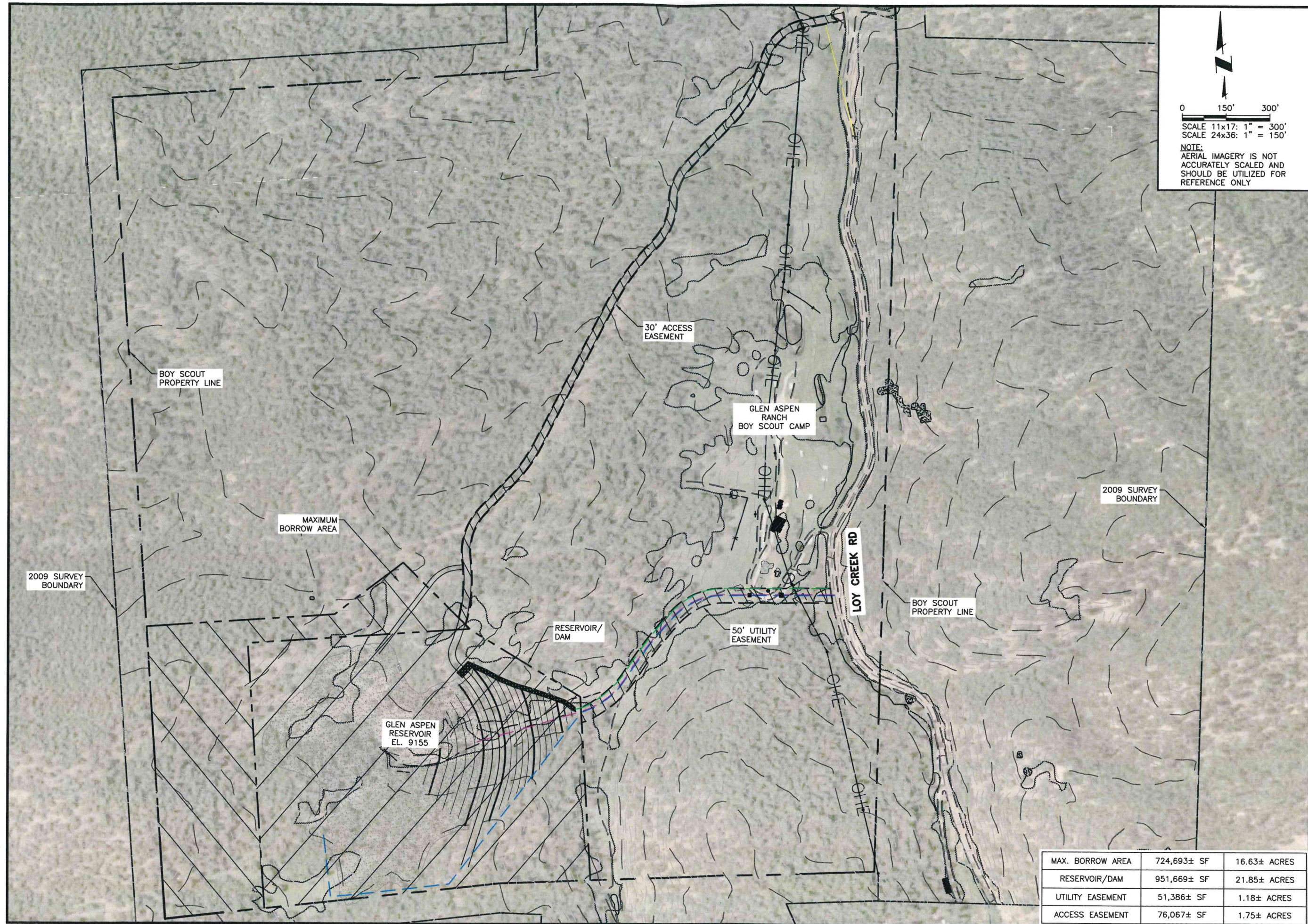
EXHIBIT

JDS-HYDRO

CONSULTANTS, INC.

545 EAST PIKES PEAK AVENUE, SUITE 300
COLORADO SPRINGS, COLORADO 80903
(719) 227-0072

U:\JDS-Hydro\Project_Files\109 Woodland Park\109.06 Reservoir_Analysis\Drawings\CAD\10906_Easements.dwg
2016/05/28 11:34 AM By: Precision 7510_1



MAX. BORROW AREA	724,693± SF	16.63± ACRES
RESERVOIR/DAM	951,669± SF	21.85± ACRES
UTILITY EASEMENT	51,386± SF	1.18± ACRES
ACCESS EASEMENT	76,067± SF	1.75± ACRES

JDS-HYDRO

CONSULTANTS, INC.

545 East Pikes Peak Avenue, Suite 300
Colorado Springs, Colorado 80903
(719) 227-0072

CITY OF WOODLAND PARK

GLEN ASPEN DAM

PROPOSED PROJECT AREA/EASEMENTS

Project No.:	109.06
Scale:	AS SHOWN
Date:	05/29/18
Design:	JPM
Drawn:	KMG/ACH
Check:	DES
Revised:	

U2



City of Woodland Park Staff Report for City Council

Meeting Date	Agenda Item
December 18, 2025	
Department	Presenter
City Manager's Office/ Finance	Aaron Vassalotti, City Manager Kimberly Burleson, Budget Director

Item Title

Ordinance 1516, series 2025 to amend 2025 Budget expenditure appropriations (Budget Supplemental Ordinance)

Long title: Ordinance No. 1516, 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. 1485, SERIES 2025 AND ORDINANCE NO. 1486, SERIES 2025.

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.

- **Funds to amend the General Fund and All Funds ordinances to cover increased expenses in the Culture and Recreation funds with excess revenues from the General Fund.**
 - \$38,741 transfer from General Fund to Culture and Recreation Fund.

Staff Recommendation

Approve Ordinance No. 1516 Series 2025 to amend the 2025 Annual Budget.

Question for Council

Does the City Council approve Ordinance No. 1516, Series 2025?

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1516, 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. 1485, SERIES 2025 AND 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. 1485, SERIES 2025 AND ORDINANCE NO. 1486, SERIES 2025” 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 Exhibit B 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 18th DAY OF DECEMBER 2025.

Kellie Case, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

City of Woodland Park
2025 Supplemental Appropriation

Exhibit A

General Fund	
Decrease Budgeted	\$ (38,741)
Expenses Supplemental	
Appropriation	

City of Woodland Park
2025 Supplemental Appropriation

Exhibit B

Culture and Recreation	
Increase Budgeted	\$ 38,741
Revenues Supplemental	
Appropriation	

City of Woodland Park			
2025 Amended Budget			
Supplemental Appropriations			
	2025	2025	2025
	Current	Supplemental	Amended
	Budget	Appropriation	Budget
		(incr/decr)	
Culture and Recreation Fund 220			
Revenue	\$ 1,549,981	\$ 38,741	\$1,588,722
Expenditures	(1,549,981)	(38,741)	(1,588,722)
Revenue over/(under) Expenditures	\$ -	\$ -	\$ -
<u>Fund Balance Summary:</u>			
Beginning Fund Balance - 1/1/2025	\$ 173,563		\$ 173,563
Revenue over/(under) Expenditures	-	-	-
Ending Fund Balance - 12/31/2025	\$ 173,563	\$ -	\$ 173,563
<u>Supplemental Appropriation Detail:</u>		<u>Expenditures</u>	<u>Revenue</u>
1. Culture and Recreation Transfer		\$ 38,741	\$ 38,741
Total adjustment		\$ 38,741	\$ 38,741

	CULTURE AND RECREATION FUND (220)		
		2025	2025
		Adopted	Year-End
		Budget	Projections
	Golf Course		
	Salaries and Benefits		
220-453-1100	Salaries/Wages Full-time	\$ -	\$ -
220-453-1200	Salaries/Wages Part-time	\$ -	\$ 15,000
220-453-1300	Overtime	\$ -	\$ -
220-453-1700	Insurance	\$ -	\$ -
220-453-1710	Payroll Taxes	\$ -	\$ -
220-453-1720	Retirement	\$ -	\$ -
	Total Salaries and Benefits	-	15,000
	Operating Expenditures		
220-453-2010	Comm. Engage./Promotion/Marketing	-	-
220-453-2335	Safety	-	-
220-453-3400	Recreation Programs Services	-	-
220-453-3700	Information Technology Services	-	-
220-453-4000	Purchased Property Services	-	-
220-453-4210	Trash/Disposal Services	-	-
220-453-4310	Building Repair and Maintenance	-	7,639
220-453-4320	Equipment Repair and Maintenance	-	1,065
220-453-4340	Technology Repair and Maintenance	-	-
220-453-5000	Purchased Services	-	-
220-453-5200	Property/Casualty Insurance	-	-
220-452-5300	Telephone/Communications	-	-
220-453-5350	Postage/Shipping	-	-
220-453-5400	Advertising/Marketing	-	-
220-453-5500	Printing and Binding	-	-
220-453-5700	Natural Gas	-	-
220-453-5710	Electric	-	-
220-453-5800	Training/Travel (5)	-	400
220-453-5850	Membership Dues	-	-
220-453-6100	Supplies	-	-
220-453-6140	Custodial Supplies	-	-
220-453-6200	Operating Supplies	-	600
220-453-6210	Clothing/Uniforms	-	-
220-453-6220	Promotion Materials	-	-
220-453-6230	Program Materials	-	-
220-453-6500	Merchandise For Resale	-	-
220-453-6710	Small Tools/Equipment	-	9,379
220-453-7000	Concessions	-	1,000
220-453-7100	Permits and Licenses	-	-
	Total Operating Expenditures	-	20,083
	Total Golf Course Expenditures	-	35,083

**CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 938, SERIES 2025**

**A RESOLUTION AUTHORIZING THE CITY OF WOODLAND PARK TO
ENTER INTO AN AGREEMENT TO BECOME AN OFFICIAL MAIN STREET
COMMUNITY AND AFFIRMING THE SUPPORT OF CITY COUNCIL AND
CITY MANAGEMENT.**

WHEREAS, the City of Woodland Park recognizes the value of the Colorado Main Street Program in supporting community revitalization, economic vitality, historic preservation, and quality of life; and,

WHEREAS, becoming an official Main Street Community will provide Woodland Park with access to technical assistance, strategic planning support, training, resources, and statewide collaboration opportunities that benefit local businesses, residents, and visitors; and,

WHEREAS, City Council and City Management acknowledge the importance of coordinated downtown development, community engagement, and long-term investment in the City's core commercial district; and,

WHEREAS, the City of Woodland Park desires to formally enter into a Partnership Agreement with the Colorado Main Street Program in support of these goals.

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

Section 1. That the City Council and City Management hereby express their full support for the City of Woodland Park's participation in the Colorado Main Street Program and the continued advancement of downtown revitalization efforts.

Section 2. That the Mayor and City Manager are hereby authorized and directed to execute the Partnership Agreement with the Colorado Main Street Program and to take all necessary actions to implement and maintain Woodland Park's status as an official Main Street Community.

The foregoing Resolution was adopted at a regular meeting of the City Council, held in Woodland Park, Colorado on the ____ day of _____, 2025.

Kellie Case, Mayor

ATTEST:

Suzanne Leclercq, City Clerk



STAFF REPORT

TO: Mayor Case and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: December 18, 2025

SUBJECT: Approval of the Historical Preservation Committee Bylaws and Rules of Procedure
(Presenter Planning Director Karen Schminke, AICP)

BACKGROUND: Please see attached detailed report.

RECOMMENDATION: Approval of the Historical Preservation Committee Bylaws and Rules of Procedure as presented.

ATTACHMENTS:

1. HPC Bylaws Memo to CC 2025-1218
2. HPC Signed Bylaws 2025



City of Woodland Park Memo for City Council

Meeting Date: December 18, 2025

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
10 B.	Planning	Karen Schminke, AICP Planning Director

AGENDA ITEM 10 B.

This past year City Council convened a committee to review the City's charter and identify provisions that should be considered for amendment. Charter Section 5.3(a) which limited the number of terms a volunteer may serve on a City Board or Commission was identified for amendment. The following question then appeared on the November 4, 2025 ballot and was approved by voters:

Shall Section 5.3 of the City of Woodland Park Charter be amended to make Boards and Commissions subject to term limits established in their by-laws?

As a result, City Council adopted the following amendment to Section 5.3(a) of the Charter regarding the Composition of Boards and Commissions:

- Section 5.3 – Composition of Boards and Commissions.**
- (a) Initial appointments by the Council to any Board, Commission, or Committee shall specify the term of office of each member in order to achieve overlapping terms, and thereafter all appointments shall be for the full term specified. ANY LIMITS ON TERMS SHALL BE AS PROVIDED IN THE BY-LAWS OF THE PARTICULAR BOARD OR COMMISSION. AS APPROVED BY THE CITY COUNCIL. ~~No non-City staff Board, Commission, or Committee member may serve more than the lesser of two (2) consecutive terms or eight (8) years on a specific Board, Commission, or Committee. Members of such Boards, Commissions, and Committees shall serve without compensation, but shall be paid their authorized expenses actually incurred in the discharge of their official duties. Council shall also make appointment to fill vacancies for unexpired terms. Appointees shall be subject to removal upon two thirds (2/3) majority vote of the Mayor and City Council.~~

The Historical Preservation Committee (HPC) met on December 2, 2025, and reviewed the following options for setting term limits for the members of this Board:

Option 1:

Section 2 Appointment and Term of Office. The members of the Committee will be appointed by City Council to serve four-year, staggered terms. Appointments will be made at the regular Council meeting in January of each year. Appointments will also be made at

such times as necessary to fill vacancies caused by resignation, removal, death or incapacity. ~~Any appointed member shall serve for no more than two, four-year terms.~~

While each regular term of office for a Historical Preservation Committee member is four years, there is no limit to the number of terms a Historical Preservation Committee member may serve, either consecutively or non-consecutively. Likewise, there is no limit to the number of partial terms a Historical Preservation Committee member may serve.

Option 2:

Section 2 Appointment and Term of Office. The members of the Committee will be appointed by City Council to serve four-year, staggered terms. Appointments will be made at the regular Council meeting in January of each year. Appointments will also be made at such times as necessary to fill vacancies caused by resignation, removal, death or incapacity. ~~Any appointed member shall serve for no more than two, four-year terms.~~

A Historical Preservation Committee member shall not serve more than [insert number] terms total on the Historic Preservation Committee. Partial terms do not count towards the total number of terms an individual may serve on the Historical Preservation Committee. There is no limit to the number of partial terms a Historic Preservation Committee member may serve.

After consideration and discussion, the HPC selected Option 1, which does not limit the number of terms a committee member may serve.

Recommendation

The Historical Preservation Committee respectfully request City Council approve the amended Bylaws and Rules of Procedure for the HPC.

Attachment

Historical Preservation Committee – Bylaws and Rules of Procedure

CITY OF WOODLAND PARK HISTORICAL PRESERVATION COMMITTEE BYLAWS AND RULES OF PROCEDURE

These Bylaws and Rules of Procedure shall govern the Historical Preservation Committee upon their adoption in accordance with the provisions of City Charter Section 5.3, and Section 2.44 of the City of Woodland Park Municipal Code.

ARTICLE I PURPOSE

The purpose of the Woodland Park Historical Preservation Committee (hereinafter "The Committee") will be to constitute a qualified advisory group to assist the City Council in analyzing and determining policies and plans of action in the areas of (1) protection and preservation of the historical and cultural heritage of the City of Woodland Park ("the City) through historic landmark designations, (2) orderly and effective acquisition, preservation and management of all significant historical documents, artifacts, and structures, (3) regulation of alteration, relocation, removal, or destruction of historically significant sites or artifacts, (4) encouragement and provision of educational opportunities to increase the appreciation and understanding of the unique heritage of the City of Woodland Park and surrounding areas and other projects as requested by the City Council. This purpose was established through the adoption of Ordinance No. 607, Series 1994.

ARTICLE II MEMBERSHIP

Section 1: Eligibility. The Board shall consist of five (5) citizen members, at least three (3) of whom must be city residents. At least one member must be a Ute Pass Historical Society board member or designee. Each member of the Committee will be formally appointed by the City Council. Each member of the Committee shall be at least eighteen (18) years of age and possess qualifications that are compatible with the Committee's purpose and authority. The Committee may also include (3) ex officio members; one member of the City Council, one member of the City Planning Commission and one youth member. The ex officio members will be appointed by the City Council and must be residents of Woodland Park. The ex officio members shall serve as liaisons to the City Council, City Planning Commission and youths of the City, respectively.

Section 2: Appointment and Term of Office: The members of the Committee will be appointed by the Council to serve four-year, staggered terms. Appointments will be made at the regular Council meeting in January of each year. Appointments will also be made at such times as necessary to fill vacancies caused by resignation, removal, death or incapacity.

While each regular term of office for a Historical Preservation Committee member is four years, there is no limit to the number of terms a Historical Preservation Committee member may serve, either consecutively or non-consecutively. Likewise, there is no limit to the number of partial terms a Historical Preservation Committee member may serve.

Section 3: Vacancies: Vacancies on the Committee will be filled by appointment of the Council, which appointment shall be effective only for the remainder of the term of the member who previously served.

Section 4: Removal. Any member of the Committee may be removed by the Council for non-performance of duty or misconduct. Unexcused absence for three or more consecutive regular meetings or six regular meetings within a calendar year will be considered a form of non-performance of duty.

Section 5: Compensation. The members of the Committee will receive no compensation. Members will be reimbursed for authorized actual expenses incurred in the performance of their official duties.

ARTICLE III **POWERS AND DUTIES**

Section 1: Adopt Criteria. The Committee will adopt criteria for review of historic resources and review of proposals to nominate, alter, move, remove, or demolish such resources. Criteria adopted by the Committee shall be subject to approval by City Council. The Committee will accept recommendations and relevant data input from City Staff and applicable services and will accept applicable services related to the conduct of such investigations and analyses as it deems appropriate, and forward recommendations for City Council consideration.

Section 2: Review Nominations. The Committee will review resources nominated for historical landmark designation and make recommendations to the City Council

Section 3: Review Alterations. The Committee will review and make recommendations on any proposed alteration to a designated historic landmark.

Section 4: Review Removal. The Committee will review and make recommendations on any proposed moving, removal, or demolition of a historical landmark.

Section 5: Advise. The Committee will advise and assist owners of historic properties and /or potential historic properties as well as any citizen on the physical and financial aspects of preservation, renovation, rehabilitation, and reuse, including the nomination process.

Section 6: Education. The Committee will develop and/or assist in public education programs about local history.

Section 7: Historical Surveys. The Committee will conduct or assist in conducting historical surveys concerning historic resources.

Section 8: Local History. The Committee will advise the City Council as necessary on matters related to preserving local history.

Section 9: Financial Assistance. The Committee will actively pursue financial assistance for preservation-related programs and activities.

Section 10: Additional Powers and Duties. The Committee shall have additional powers and duties as are lawfully conferred upon it by the City of Woodland Park City Council, by the Charter, and Code of the City of Woodland Park.

ARTICLE IV **ORGANIZATION**

Section 1: Selection of Officers. The Committee will elect a Chairperson of the Committee and a Vice-Chairperson of the Committee at the first regular meeting after appointments by City Council each January.

Section 2: Duties. The Chairperson will preside at all meetings, maintain order, decide all points of procedure, and appoint any subcommittees deemed to be necessary. The Vice-Chairperson shall act as Chairperson in the absence of the Chairperson. In the absence of both the Chairperson and the Vice-Chairperson, the remaining members will designate a Chairperson for that meeting from among their number.

Section 3: Planning Department's Assistance. The City Manager or his/her designee will provide the Committee with administrative assistance to include, but not be limited to, preparation of agenda, publication of meeting notices, and preparation of meeting minutes. The City Planning Staff will also furnish professional and technical advice to the Committee.

Section 4: City Attorney Legal Assistance. All pertinent questions of law will be referred to the City Attorney for advice and opinion.

ARTICLE V **MEETINGS AND MEETING PROCEDURES**

Section -1I: Regular Meetings. The regular meeting date will be the first (1st) ~~Monday~~

Tuesday of the month or as determined by the members of the Committee. Meetings will be scheduled when agenda items warrant a meeting that month. The meetings will be held at City Hall, Woodland Park, Colorado, unless advertised differently. If a meeting is deemed necessary and a legal holiday is on the same day as the regular meeting, or a quorum of members cannot attend for a meeting on a regular meeting date, such meeting will be rescheduled on an alternate day.

Section 2: Special Meetings. Special Meetings may be called by the Chairperson or at the request of any two (2) regular members of the Committee or at the request of the Mayor or the City Manager.

Section 3: Work Sessions. Work sessions for any purpose may be held on the request of either the Chairperson, Vice-Chairperson, any (2) regular Committee members or the City Manager. Work sessions may be held at any regular or special meeting of the Committee, subject to providing notice as provided herein.

Section 4: All Meetings are Open to the Public. All meetings of the Committee shall be open to the public.

Section 5: Notice of Meetings and Hearings. Written notice of all meetings will be given to Committee members by depositing notice in the mail five (5) days prior to a meeting or delivery in person to Committee members three (3) days prior to a meeting. The agenda and all reports and data shall accompany the notice. It will be Committee policy that a notice of any meeting will be published and advertised in the official City newspaper at least five (5) days prior to the meeting. The notice will specify the date, time, and place of the meeting and will include an agenda of the business to be transacted. In the event that publishing a notice of a meeting as stated above is not possible or not practical, a notice of the meeting will be posted at City Hall. The Committee shall publish notice of public hearings as required pursuant to the Municipal Code.

Section 6: Agenda. An agenda will be prepared for each meeting of the Committee. The agenda will include the various matters of business as scheduled for consideration by the Committee. Committee members may request items to be placed upon the agenda.

Section 7: Quorum. A majority of all of the regular members of the Committee shall constitute a quorum for conducting business at any meeting. No action shall be taken in the absence of a quorum, except to adjourn the meeting to a subsequent date.

Section 8: Order of Business. The Chairperson will conduct the meeting and maintain order. The Chairperson will call the Committee to order and will record or have recorded the members present and absent. The order of business of a regular meeting will be as follows:

1. Call to Order and Roll Call

2. Approval of the Minutes of the Previous Meeting
3. Public Hearings
4. Committee Business
5. Reports
6. Public Comment on Items Not on the Agenda
7. Adjournment

Section 9: Public Hearing Procedure. Public hearings will be conducted by the Committee in order to collect and assess public opinion on specific issues, subject to the general procedure and order as defined by the City's Charter and Codes.

Section 10: Public Comment. The Committee may receive public comment on issues related to the powers and authority of the Committee without the formality of a public hearing at the discretion of the Committee.

Section 11: Rules of Order. Should any disputes arise regarding procedural matters, applicable law, ordinance, or these Bylaws shall resolve such dispute. If no law or ordinance is applicable, the Board will be governed by procedures set forth in "Robert's Rules of Order" in the current edition of such rules.

Section 12: Voting Procedure. Voting on all issues that can be resolved by a positive/affirmative vote will be by roll call and will be recorded by yes, no, or absent. All members of the Committee present including the Chairperson are required to cast a vote for each motion. The minutes of the proceedings will indicate the vote of each member on every matter acted upon and will indicate the member's determination or absence. A member may abstain only if said member has declared a conflict of interest. Voting by Committee will be held subject to the following rules:

- a) A quorum of the regular Committee members must be available to vote on any specific motion.
- b) When a motion in favor (or for denial) of any matter results in a tie vote, it will be entered into the minutes as a vote to table the motion being considered. Motions so tabled, will be forwarded to the agenda of the next regular Committee meeting if no immediate subsequent action is taken. Nothing herein shall prevent any member from making a subsequent motion on any matter where a prior motion is not approved by a majority vote of all members present.
- c) The Chairperson shall have the right to make motions or to second motions.
- d) A vote to continue or table a matter under consideration shall not be construed to constitute a vote on the merits of the matter.
- e) A motion to adopt or approve staff recommendations or to approve an action under consideration shall, unless particularly specified, be deemed to include adoption of all findings, and execution of all actions recommended and clearly stipulated in the matter.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1: Conflict of Interest. In the event that any Committee member or any member of his/her immediate family has or could reasonably be construed to have a conflict of interest as defined by the laws of the State of Colorado and the City, the member will declare such conflict of interest prior to the commencement of any discussion on the agenda item and will recuse himself/herself from all further participation in the deliberation or voting on such item. Any member of the Committee who believes another member of the Committee has or may have a conflict of interest will so state. If, after discussion, a consensus has not been reached, the subject member has not determined that a conflict of interest exists, the chairperson will review the urgency of the subject issue with the Committee. If the Committee believes action should be taken at the current meeting, the Committee will so vote. If the Committee believes the subject member has a conflict of interest, it will so vote. If the Committee vote indicates action on the issue is not required at the current meeting, the Chairman and subject Committee members will consult the City Attorney and request his opinion on the issue of conflict of interest. The City Attorney's opinion shall be considered final.

Section 2: Official Records. The official records of the Committee shall include the Bylaws of the Committee, minutes of the Committee's Public Hearings, and any policy statements, reports, and plans recommended by the Committee. The records shall be maintained by the City Clerk or her appointed designee and shall be available for public inspection during customary office hours. The normal statutes and/or customary practices regarding municipal record retention shall apply to the Committee's records.

Section 3: Reports. The Committee will submit to the City Council such regular or special reports as may be requested by City Council or required pursuant to these Bylaws or the City Code, and such other information as the Council may from time to time request.

Section 4: Recording of Meetings. Meetings of the Committee will normally be recorded by electronic device which recordings will be retained according to the established City policy.

ARTICLE VII
AMENDMENTS

These Bylaws may be amended by majority vote of approval of all of the members of the Committee, followed by a majority vote of approval of the City Council.

IN WITNESS WHEREOF, THE CITY OF WOODLAND PARK HISTORICAL PRESERVATION COMMITTEE AND THE CITY OF WOODLAND PARK CITY COUNCIL HAVE APPROVED AND SIGNED THESE BYLAWS AND RULES OF PROCEDURE OF THE CITY OF WOODLAND PARK HISTORICAL PRESERVATION COMMITTEE UPON THE DAY, MONTH AND YEAR SPECIFIED BELOW. TO BE EFFECTIVE UPON THE 2nd DAY OF December,
_____. CITY OF WOODLAND PARK HISTORICAL PRESERVATION COMMITTEE APPROVED AND ADOPTED THIS _____ DAY OF _____,
_____.

HISTORICAL PRESERVATION COMMITTEE


CHAIRPERSON


VICE-CHAIRPERSON

CITY OF WOODLAND PARK CITY COUNCIL

REVIEWED AND ADOPTED THIS _____ DAY OF _____

CITY COUNCIL:

ATTEST:

MAYOR

CITY CLERK