



City of Woodland Park

City Council

April 16, 2026 at 6:00 PM

AGENDA

Revised Agenda 4.13.2026 and Revised Agenda 4.14.2026 *Revisions in red

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. *Results of the 2026 Regular Municipal Election (A) (Presenter: City Clerk Mendoza)*
 - B. *Outgoing Remarks by Mayor Case*
 - C. Swearing in of new Mayor and Councilmembers (A) (Presenter: City Clerk Mendoza)
 - D. Appointment and Swearing in of new Municipal Judge (A) (Presenter: City Clerk Mendoza)
 - E. Appointments to the Parks Recreation Advisory Board (A) (Presenter: City Clerk Mendoza)
 - F. Appointment to Keep Woodland Park Beautiful Committee (A) (Presenter: City Clerk Mendoza)
 - G. Appointment to Utilities Advisory Committee (A) (Presenter: City Clerk Mendoza)
 - H. National Small Business Week Proclamation
 - I. *Appointment of Mayor Pro-tem*
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the April 2, 2026 City Council Meeting Minutes (A) (Presenter: City Clerk Mendoza)
 - B. Approval of the On Call Asphalt Contract with Chatos Juarez Company, LLC and the City of Woodland Park in the amount of \$547,977 (A) (Presenter: Utilities Director Wiley)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**

(Public Comment may be heard)

 - A. *Council Appointments to Boards, Commissions and Committees*
8. **ORDINANCES ON INITIAL POSTING**

(Public comment may be heard)

- 9. PUBLIC HEARINGS**
(Public comment may be heard)
- 10. NEW BUSINESS**
(Public comment may be heard)
- 11. REPORTS**
(Public comment not necessary)
 - A.** Mayor’s Report
 - B.** Council Reports
 - C.** City Attorney’s Report
 - D.** City Manager’s Report
- 12. ADJOURNMENT**

Key to agenda abbreviations:

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

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

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



City of Woodland Park Municipal Election – April 7, 2026

Unofficial Election Results

Vote for Mayor:

George Jones- 1591

Winner

Vote for Council:

Don Dezellem – 1613

Catherine Nakai- 1746

Seth Bryant- 1757

Mary Sekowski- 870

Jeffrey Geer - 1590

Winner (4 year term) – Seth Bryant

Winner (4 year term) – Catherine Nakai

Winner (4 Year term) – undetermined

Winner (2 Year term) – undetermined

Question No. 1: Shall the City of Woodland Park Code be amended to provide a stipend of \$800/mo. For the Mayor, \$700/month for the Mayor Pro Tem, and \$600/month members of the City Council?

Yes: 902 No: 1282 Passed/**Failed**

Question No. 2: Shall Section 3.5 of the City of Woodland Park Charter, concerning Council vacancies be amended to correct drafting errors, and shall Section 16.6, concerning duties of the Manager upon initial adoption of the Charter, be repealed as outdated?

Yes: 1512 No: 575 **Passed/Failed**

Question No. 3: Shall Section 8.3 of the City of Woodland Park Charter be amended to permit more time for an incumbent to resign before the City is required to conduct a recall election?

Yes: 1029 No: 1113 **Passed/Failed**

Total number of ballots cast: 2259 = 36.9% returns

Monica Mendoza, CMC – City Clerk

Date: _____ City Seal:



STAFF REPORT

TO: Mayor Jones and City Council
FROM: Monica Mendoza, City Clerk
DATE: April 16, 2026
SUBJECT: Appointment to Parks and Recreation Advisory Board

BACKGROUND: The Parks and Recreation Advisory Board (PRAB) currently has four openings. The City Clerk's Office has received four applications for PRAB. This evening City Council will consider making appointments for Jerry Smith, Ryan Skajewski, Michael Walker and Joel Smith to PRAB.

RECOMMENDATION: Appointment of Jerry Smith, Ryan Skajewski, Michael Walker and Joel Smith to PRAB.

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ATTACHMENTS: Application

Online Form Submittal: Application for Boards, Committees, Commissions

From noreply@civicplus.com <noreply@civicplus.com>

Date Wed 3/25/2026 12:59 PM

To Nichole Sauer <nsauer@woodlandpark.gov>; Monica Mendoza <mmendoza@woodlandpark.gov>

EXTERNAL: This message has originated from outside the City of Woodland Park. Do not 'sign-in' to any links or attachments.

Application for Boards, Committees, Commissions

If you have questions, need more information, or prefer a printed copy of this application, please contact Monica Mendoza, City Clerk at 687-5295 or mmendoza@woodlandpark.gov.

| | |
|---|--|
| Board/Committee/Commission on Applying For | Parks and Recreation Advisory Board |
| First Name | JerryJJJJ |
| Last Name | Jerry Smith |
| Phone Number | 7133030519 |
| Secondary Phone Number | 7133030519 |
| Email Address | jersmith26@gmail.com |
| Mailing Address | 585 Sunny Glen Court |
| City | Woodland Park |
| State | CO |
| Zip Code | 80863 |
| Current Occupation/Employer | Retired |
| Previous Work Experience | 45 years in the large diameter natural gas pipeline industry. |
| Applicable Community Activities/Volunteer Work | PRAB member for 4+ years, Teller Trail Team board member, Teller County Shooting Society board member, very involved in Avenger Open Space project |
| Special Qualifications (Applicable to the Board/Commission) | Prior experiences, passion for outdoor recreation |

| | |
|---|--|
| Why do you want to apply to this board, committee or commission? | Continue to improve recreational opportunities in WP. |
| What, in your opinion, are the three most pressing issues facing the City of Woodland Park relative to the board/committee/commission you are applying for? | Ability to be able to finance planned projects. Development of a city-wide walkability plan, making our streets and pathways safer for pedestrians and cyclists. Finalizing the conservation easement for Avenger and the implementing improvements. |
| List any other community or civil boards or commissions that you currently serve on. | Teller Trail Team and Teller County Shooting Society |
| Other Comments | Love serving on PRAB, a great bunch of folks. We will miss Cindy. |
| Digital Signature | Jerry L. Smith |
| Date | 3/25/2026 |

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Online Form Submittal: Application for Boards, Committees, Commissions

From noreply@civicplus.com <noreply@civicplus.com>

Date Thu 3/26/2026 3:26 PM

To Nichole Sauer <nsauer@woodlandpark.gov>; Monica Mendoza <mmendoza@woodlandpark.gov>

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Application for Boards, Committees, Commissions

If you have questions, need more information, or prefer a printed copy of this application, please contact Monica Mendoza, City Clerk at 687-5295 or mmendoza@woodlandpark.gov.

| | |
|--|---|
| Board/Committee/Commission Applying For | Parks and Recreation Advisory Board |
| First Name | Ryan |
| Last Name | Skajewski |
| Phone Number | 612-801-4864 |
| Secondary Phone Number | <i>Field not completed.</i> |
| Email Address | r.skajewski@gmail.com |
| Mailing Address | 587 Forest Edge Cir. |
| City | Woodland Park |
| State | CO |
| Zip Code | 80863 |
| Current Occupation/Employer | Moran, Allen, and Associates- Family Lawyer |
| Previous Work Experience | Teller County District Attorney's Office- Felony Prosecutor- 2022-2026 El Paso County District Attorney's Office- Felony/ Misdemeanor Prosecutor- 2021-2022 Skagway Fire Department- Firefighter- 2017-2021 |
| Applicable Community Activities/Volunteer Work | <ul style="list-style-type: none">• Mueller State Park Trail Crew• Woodland Park Advisory Board for Parks and Recreation• Teller County Search and Rescue Member and EMT |

- SKYWARN National Weather Service Trained Weather Spotter
- District Attorney's Office Liaison to the following agencies: Teller County Sheriff's Office, Cripple Creek Police Department, Woodland Park Police Department, Colorado Division of Gaming Enforcement, Teller County Department of Human Services
- Member of Teller County Child Death Review Board
- Coordinator of "Girl Scouts Exploring Justice" Program
- Teller County Community Corrections Advisory Board Representative

Special Qualifications
(Applicable to the
Board/Commission)

I have been serving on the Woodland Park's and Recreation Board for the past year. I have been involved in the many projects currently underway with the board. I also believe my experience as a lawyer has been invaluable to the board. I am able to use my past experience to guide my decision making on the board. I am also a frequent user of all the parks and open spaces here in Woodland Park.

Why do you want to apply to
this board, committee or
commission?

I believe that our parks, open spaces, and recreational opportunities are what sets Woodland Park apart. I have been a resident of this community for four years and want to continue to serve the community I live in. There is so much potential to build a beautiful community here in Woodland Park. Few communities have the access to the outdoors that we do. I am passionate about protecting our outdoor spaces. I have greatly enjoyed my time serving on the Parks and Recreation Board and want to continue to serve and help our community.

What, in your opinion, are
the three most pressing
issues facing the City of
Woodland Park relative to
the
board/committee/commissio
n you are applying for?

1. The acquisition of the golf course. I believe this project has tremendous potential to be an asset for Woodland Park. I think with the proper management and planning in place this could grow into a space for the whole community.
2. The development of Avengers Open Space. Most of my time on the board up to this point has been working on the Avenger's Open Space. This is a unique opportunity to significantly expand our open spaces. I believe trail building, improved access and parking are all needs for this space.
3. Trail connectivity/ awareness. We have so many trails here in Woodland Park. However, sometimes they are difficult to find and do not have appropriate signs. Additionally, it can be difficult to move from one trail to another. I believe our community could be better served with more investment in our trail system.

List any other community or
civil boards or commissions
that you currently serve on.

American Bar Association House of Delegates, Teller County Child Death Review Board, Teller County Representative on Community Corrections Board.

Other Comments

I believe I have more to contribute to the Woodland Park, Parks and Recreation Advisory Board. I have greatly enjoyed my time on the board and seek the opportunity to continue to serve.

Digital Signature

Ryan Skajewski

Date

3/26/2026

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CITY OF WOODLAND PARK, COLORADO
APPLICATION FOR BOARDS/COMMITTEES/COMMISSIONS

DEADLINE TO SUBMIT APPLICATION TO CITY CLERK:

Please type or print with black ink. If you have questions or need more information, contact Suzanne Leclercq, City Clerk at 687-9246. Return completed application to **City Clerk's Office, 220 W. South Avenue, PO Box 9007, Woodland Park, CO 80866.**

BOARD/COMMISSION APPLYING FOR: _____

NAME: _____

RESIDENCE ADDRESS: _____

MAILING ADDRESS: _____

HOME PHONE: _____ **WORK PHONE:** _____

FAX: _____ **E-MAIL ADDRESS:** _____

HOW LONG HAVE YOU BEEN A RESIDENT OF WOODLAND PARK? _____

CURRENT OCCUPATION/EMPLOYER: _____

PREVIOUS WORK EXPERIENCE: _____

APPLICABLE COMMUNITY ACTIVITIES/VOLUNTEER WORK: _____

APPLICABLE COMMUNITY ACTIVITIES/VOLUNTEER WORK (CONTINUED):

SPECIAL QUALIFICATIONS APPLICABLE TO THE BOARD/COMMISSION:

WHY DO YOU WANT TO SERVE ON THE _____?
(Board/commission applying for)

WHAT, IN YOUR OPINION, ARE THE THREE MOST PRESSING ISSUES FACING THE CITY OF WOODLAND PARK RELATIVE TO THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING?

LIST ANY OTHER COMMUNITY OR CIVIL BOARDS OR COMMISSIONS THAT YOU CURRENTLY SERVE ON: _____

OTHER COMMENTS: _____

Please attach any documentation that would enhance your application.

All applications must be turned into the City Clerk's Office, City Hall, 220 West South Avenue, Woodland Park, CO 80863.

Signature

Date

CITY OF WOODLAND PARK, COLORADO
APPLICATION FOR BOARDS/COMMITTEES/COMMISSIONS

DEADLINE TO SUBMIT APPLICATION TO CITY CLERK:

Apr 9, 2026

Please type or print with black ink. If you have questions or need more information, contact Suzanne Leclercq, City Clerk at 687-9246. Return completed application to City Clerk's Office, 220 W. South Avenue, PO Box 9007, Woodland Park, CO 80866.

BOARD/COMMISSION APPLYING FOR: Parks & Recreation Advisory Board

NAME: Joel Smith

RESIDENCE ADDRESS: 630 Sun Valley Drive, Woodland Park, CO, 80863

MAILING ADDRESS: Same as Residence

HOME PHONE: (719) 749-8163 WORK PHONE: (719) 368-0983

FAX: _____ E-MAIL ADDRESS: Outdoorsman14@icloud.com

HOW LONG HAVE YOU BEEN A RESIDENT OF WOODLAND PARK? ~10 yrs

CURRENT OCCUPATION/EMPLOYER: City of Woodland Park, Maintenance Worker III, Facilities & Grounds Crew

PREVIOUS WORK EXPERIENCE: Quaker Ridge Camp, Summer Maintenance Worker

All My Sons Moving & Storage, Mover

APPLICABLE COMMUNITY ACTIVITIES/VOLUNTEER WORK: Provided support for multiple city-wide & downtown cleanup events

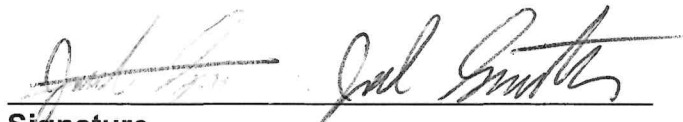
LIST ANY OTHER COMMUNITY OR CIVIL BOARDS OR COMMISSIONS THAT YOU CURRENTLY SERVE ON: _____

PRAB

OTHER COMMENTS: _____

Please attach any documentation that would enhance your application.

All applications must be turned into the City Clerk's Office, City Hall, 220 West South Avenue, Woodland Park, CO 80863.



Signature

Apr 7, 2026

Date



STAFF REPORT

TO: Mayor Jones and City Council
FROM: Monica Mendoza, City Clerk
DATE: April 16, 2026
SUBJECT: Appointment to Keep Woodland Park Beautiful

BACKGROUND: The City Clerk's Office has received an application for the Keep Woodland Park Beautiful Committee (KWPB). This evening City Council will consider appointment of Christiana Quinn to KWPB Committee.

RECOMMENDATION: Appointment of Christiana Quinn to KWPB Committee.

ATTACHMENTS: Application

Online Form Submittal: Application for Boards, Committees, Commissions

From noreply@civicplus.com <noreply@civicplus.com>

Date Wed 3/18/2026 9:16 PM

To Nichole Sauer <nsauer@woodlandpark.gov>; Monica Mendoza <mmendoza@woodlandpark.gov>

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Application for Boards, Committees, Commissions

If you have questions, need more information, or prefer a printed copy of this application, please contact Suzanne Leclercq, City Clerk at 687-9246 or sleclercq@cityofwp.net.

| | |
|---|--|
| Board/Committee/Commission Applying For | Keep Woodland Park Beautiful Committee |
| First Name | Quinnn |
| Last Name | Christiana |
| Phone Number | 5854906523 |
| Secondary Phone Number | <i>Field not completed.</i> |
| Email Address | Qchristiana18@gmail.com |
| Mailing Address | 115 valley rd |
| City | Divide |
| State | Co |
| Zip Code | 80814 |
| Current Occupation/Employer | Unemployed |
| Previous Work Experience | Baker/cashier |
| Applicable Community Activities/Volunteer Work | Food pantry |
| Special Qualifications (Applicable to the Board/Commission) | <i>Field not completed.</i> |

| | |
|---|--|
| Why do you want to apply to this board, committee or commission? | I want to help the community and meet people in the area |
| What, in your opinion, are the three most pressing issues facing the City of Woodland Park relative to the board/committee/commission you are applying for? | <i>Field not completed.</i> |
| List any other community or civil boards or commissions that you currently serve on. | <i>Field not completed.</i> |
| Other Comments | This is something new I want to get myself involved in to be more apart of the community |
| Digital Signature | Quinn Christiana |
| Date | 3/18/2026 |

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STAFF REPORT

TO: Mayor Jones and City Council
FROM: Monica Mendoza, City Clerk
DATE: April 16, 2026
SUBJECT: Appointment to Utilities Advisory Committee

BACKGROUND: The City Clerk's Office has received an application for the Utilities Advisory Committee (UAC). This evening City Council will consider appointment of Larry Watters to UAC.

RECOMMENDATION: Appointment of Larry Watters to UAC.

ATTACHMENTS: Application

Online Form Submittal: Application for Boards, Committees, Commissions

From noreply@civicplus.com <noreply@civicplus.com>

Date Fri 3/27/2026 1:37 PM

To Nichole Sauer <nsauer@woodlandpark.gov>; Monica Mendoza <mmendoza@woodlandpark.gov>

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Application for Boards, Committees, Commissions

If you have questions, need more information, or prefer a printed copy of this application, please contact Monica Mendoza, City Clerk at 687-5295 or mmendoza@woodlandpark.gov.

| | |
|---|---|
| Board/Committee/Commission Applying For | Utilities Advisory Committee |
| First Name | Larry |
| Last Name | Watters |
| Phone Number | 7193385429 |
| Secondary Phone Number | <i>Field not completed.</i> |
| Email Address | Wh2osllc@gmail.com |
| Mailing Address | 570 Pembroke DR |
| City | Woodland Park |
| State | CO |
| Zip Code | 80863 |
| Current Occupation/Employer | Watters h2o Services, Owner Operator 30 years. |
| Previous Work Experience | City of Woodland Park for 39 years. 4 years in Field Services (Distribution and Collection). 5 years in Wastewater Treatment, including the construction, startup of the WWTP and compost operations. Then 30 years as the Chief Drinking Water Operator. This included the construction of the current WTP and rehab of the Loy Gulch raw water storage dam. Help with design and construction of 2 pump station and 1 tank. I also help manage the augmentation plan and source waters. |

| | |
|---|--|
| Applicable Community Activities/Volunteer Work | Our business, Watters h2o Service has been service small communities in Teller County for the past 30 years. |
| Special Qualifications (Applicable to the Board/Commission) | 39 years in Woodland Park Utilities at all levels. |
| Why do you want to apply to this board, committee or commission? | I would like to continue to serve the community and help with the identification and development of Utilities needs in both water and wastewater. |
| What, in your opinion, are the three most pressing issues facing the City of Woodland Park relative to the board/committee/commission you are applying for? | The Raw Water Storage dam is the #1 project for the community's future and long-range stability. Next would be Radium Removal. This will help preserve the Trans Basin augmentation water. Third would be developing more local water sources. |
| List any other community or civil boards or commissions that you currently serve on. | None. |
| Other Comments | <i>Field not completed.</i> |
| Digital Signature | Larry Watters |
| Date | 3/27/2026 |

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PROCLAMATION

NATIONAL SMALL BUSINESS WEEK

WHEREAS, National Small Business Week recognizes the vital contributions of entrepreneurs and small business owners whose innovation, determination, and leadership drive economic opportunity across the United States; and

WHEREAS, the City of Woodland Park, known as the “City Above the Clouds,” is home to approximately 8,000 residents and serves as the economic and commercial hub of Teller County; and

WHEREAS, small businesses play a critical role in Woodland Park’s local economy, supporting jobs, attracting visitors, and providing essential goods and services to residents and the surrounding mountain communities; and

WHEREAS, Woodland Park’s vibrant small business community includes locally owned restaurants, retailers, professional services, hospitality providers, and outdoor recreation businesses that contribute to the unique character and economic vitality of the region; and

WHEREAS, the Pikes Peak Small Business Development Center provides confidential advising, training, and resources to entrepreneurs and small businesses throughout El Paso and Teller Counties, helping them start, grow, and succeed through free one-on-one consulting and affordable educational programs; and

WHEREAS, the Greater Woodland Park Chamber of Commerce works to support local businesses by promoting economic vitality, fostering community connections, and advocating for the thriving business environment in Woodland Park and throughout Teller County; and

WHEREAS, the Better Business Bureau of Southern Colorado works to advance marketplace trust by promoting ethical business practices and supporting consumers and businesses through accreditation, education, and dispute resolution; and

WHEREAS, the Colorado Springs Chamber & Economic Development corporation works to strengthen economic prosperity throughout the Pikes Peak region by supporting business growth, workforce development, and regional collaboration; and

WHEREAS, strong partnerships between entrepreneurs, local governments, economic development organizations, and community leaders help ensure Woodland Park remains a vibrant and welcoming place to live, work, visit, and do business; and

WHEREAS, the Pikes Peak Small Business Development Center, the Better Business Bureau of Southern Colorado, and the Colorado Springs Chamber & EDC will host the 19th annual Small Business Week celebration, providing workshops, networking opportunities, and recognition of outstanding small businesses across the Pikes Peak region; and

WHEREAS, these events give entrepreneurs and small business owners valuable opportunities to gain knowledge, build relationships, and celebrate the important role small businesses play in strengthening communities like Woodland Park;

NOW, THEREFORE, be it resolved by the **City Council of the City of Woodland Park, Colorado** hereby recognizes May 3 through May 9, 2026 as **Small Business Week** in Woodland Park, and expresses its sincere appreciation to the entrepreneurs, small business owners, employees, lenders, advisors, and community partners whose dedication helps strengthen the local economy and enrich the quality of life in our community.

Dated this ____ day of _____, 2026.

CITY COUNCIL
CITY OF WOODLAND PARK, COLORADO

George Jones, Mayor
City of Woodland Park, Colorado



City of Woodland Park

April 2, 2026 at 6:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Following an executive session for discussion of personnel matters under C.R.S. 24-6-402(4)(f)(I) additional details: interviews of municipal judge candidates, Mayor Case called the regularly scheduled City Council meeting to order.

The following Councilmembers were 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, City Clerk Mendoza, City Attorney Stewart, Assistant City Manager Felts, Parks and Recreation Director Keating.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

A. Child Abuse Prevention Month Proclamation

Mayor Case read the proclamation into the record. Cory Gorton of Community Family Partnership presented to Council.

B. Appointment to Keep Woodland Park Beautiful (A) (Presenter: City Clerk Mendoza)

City Clerk Mendoza noted the applicant was unable to attend this meeting so the item was continued to the next meeting on April 16

C. Sales Tax Update January 2026 (A) (Presenter: City Manager Vassalotti)

City Manager Vassalotti updated Council on the sales tax numbers from January 2026.

ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

CONSENT CALENDAR

A. Approval of the March 19, 2026 City Council Meeting Minutes (A) (Presenter: City Clerk Mendoza)

B. Approval of a Golf Course Management Agreement with Monumental Golf Group LLC (A) (Presenter: Assistant City Manager Felts)

Assistant City Manager Felts presented the item to Council and introduced John Husby and Mark Bacheldor from Monumental Golf Group. Both are Colorado PGA Professionals.

Motion: To approve the Golf Course Management Agreement with Monumental Golf Group LLC. Jones/Bryant. Motion carried 6-0.

- C. Approval of the February 2026 Statement of Expenditures (A) (Presenter: City Manager Vassalotti)

Items 5 A and 5 C were approved by Council and Item 5B was voted on separately.

Motion: To approve the Consent Calendar Items 5 A and C. Geer/Smith. Motion carried 6-0.

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

Tim Miller, Divide, spoke regarding the library and asked Council and staff for a waiver of fees for events they hold at the Ute Pass Cultural Center.

Tim Caddell, Woodland Park, commented on the short-term rental situation in his neighborhood, noting they are not using it as a primary residence, noted trespassing issues and numerous complaints.

Arnie Sparrins, Woodland Park, commented that people in the community are pleased with Ordinance No. 1472 regarding short-term rentals. He questioned the Council and staff what constitutes a violation.

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)

10. NEW BUSINESS

(Public comment may be heard)

- A. Approval of Resolution No. 942, Series 2026, A Resolution Supporting the Grant Application by Palmer Land Trust to the Great Outdoors Colorado for Acquisition and Conservation of the Pinestone Ranch Property. (L) (Presenter: Parks and Recreation Director Keating)

Parks and Recreation Director Keating presented the resolution to Council.

Motion: To approve Resolution No. 942, Series 2026, A Resolution Supporting the Grant Application by Palmer Land Trust to the Great Outdoors Colorado for Acquisition and Conservation of the Pinestone Ranch Property. Geer/Nakai. Motion carried 6-0.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case noted she gave her last State of the City today and commented on the Annual Report. She shared the upcoming community events.

B. Council Reports

Mayor Pro-tem Nakai shared that the Utility Advisory Committee will meet on April 8, 2026, at 4:30 pm and will be discussing the greywater ordinance.

Councilmember Bryant shared that the Keep Woodland Park Beautiful Committee meets April 9, 2026, at 5:00 pm and commented on the Litter Bug Art Lab program. He noted that the Youth Council met on February 26, 2026 and acknowledged what a great group they are.

Their next meeting will be on April 30, 2026, at 4:00 pm.

Councilmember Geer acknowledged this is Mayor Case's last meeting and added it has been an interesting two years.

Councilmember Jones also marked the moment of Mayor Case's final meeting. He noted upcoming meeting of Main Street Committee on Monday at 10:00 am and the Downtown Development Authority will meet at 7:30 am.

Councilmember Smith shared the Parks and Recreation Advisory Board would be meeting next Wednesday at 5:30 pm and that registration for baseball and girls softball would open on registration. He asked Parks and Recreation Director Keating to speak about the recent award received.

Parks and Recreation Director Keating advised Council that her department had received the Starburst Award for the Avenger Open Space from the Colorado Lottery.

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

12. ADJOURNMENT

At 6:50 pm Council adjourned to executive session.

Motion: To enter into executive session for discussion of personnel matters under C.R.S. 24-6-402 (4)(f)(I), and for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. 24-6-402 (4)(E)(I). Additional Details: discussion of municipal judge candidaets and instruction of negotiators. Nakai/Geer. Motion carried 6-0.

Respectfully submitted:

Monica Mendoza CMC, City Clerk

APPROVED THIS 16th DAY OF April, 2026

George Jones, Mayor



STAFF REPORT

TO: Mayor Jones and City Council

FROM: Kip Wiley

DATE: April 16, 2026

SUBJECT: Agreement Chato's Juarez Company, LLC and the City for Woodland Park in the amount of \$547,977 for On-call street asphalt and concrete repairs (Presenter Kip Wiley, Director of Utilities and Public Works)

BACKGROUND: The City solicited an on-call asphalt and concrete request for proposals. This contract covers large asphalt patches and concrete flat work. Our Streets crew does not have the expertise or equipment to perform these repairs. These repairs will help mitigate roadway deterioration to the streets and drainage system. Staff would like this contract approved to address deferred maintenance while the contractor can focus on larger patch and repair projects.

The City received three responsive bids for this request. These companies can perform work on an on-call basis based on applicable task orders for the unit costs attached in the contract, as requested by City staff. The total amount payable to the contractor is based on these applicable task orders, with a performance period of the contract ending December 31st, 2026. Attached at the end of the contract is a list on projects (tasks) that we would like to complete.

RECOMMENDATION: Approve the Agreement between Chato's Juarez Company LLC and the City for Woodland Park in the amount of \$547,977 for various asphalt and concrete repairs around town.

ATTACHMENTS: 1. Chato's Juarez Company LLC Semi-Executed Contract

CITY OF WOODLAND PARK

**PROFESSIONAL SERVICES AGREEMENT FOR On call Asphalt and Concrete
("Project Name")**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated as of **April 16th**, 2026, is entered into by and between **City of Woodland Park**, a **Chato's Juarez Company, LLC** whose business address is **2127 S Vallejo St Englewood CO,80110**, ("Contractor") and the City of Woodland Park, Colorado, a statutory municipality of the State of Colorado ("City" and, together with the Contractor, "**Parties**").

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to have performed certain professional services as described in this Agreement;

WHEREAS, the Contractor represents that it has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

WHEREAS, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement; and

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

ARTICLE I - SERVICES AND CONTRACTOR PERFORMANCE

- 1.1 **Services and Work Product.** As directed by and under the supervision of **Public Works Director Kip Wiley**, the Contractor shall provide the City with the services described in **Exhibit A, attached hereto and incorporated herein** (“**Services**”). For purposes of this Agreement, “**Work Product**” shall consist of deliverables and/or product to be created, provided, or otherwise tendered to the City as described in the Services.
- 1.2 **Changes to Services.** At any time, the City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the City.
- 1.3 **Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor’s employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers’ compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.
- 1.4 **Standard of Performance.** In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the City that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and its employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.
- 1.5 **Patent Indemnification.** Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, and causes of action (including reasonable attorneys’ fees and costs of suit) for actual or asserted infringement or actual or asserted appropriation or use by City of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs, and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to City.

- 1.6 **Safety**. When and to the extent that Contractor or any of its employees, agents, or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all its employees, agents, and subcontractors to comply, with applicable safety rules and security requirements.
- 1.7 **Qualified Personnel**. Contractor will make available all qualified Contractors, drafters, technical, and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide City with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of City.
- 1.8 **Removal of Personnel by City**. City may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reason, effective upon written notice from City of such dismissal. City will not be required to pay the salary, hourly wages, or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from City.
- 1.9 **Representations and Warranties**. Contractor represents and warrants that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance with the Agreement and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.
- 1.10 **Maintenance of and Access to Records**. Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. City will have the right to copy and audit during regular business hours all records of any kind which in any way related to the Services, whether created before, during, or after the termination of this Agreement. Access to such records will be provided to City at no cost.
- 1.11 **Colorado Open Records Act**. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* In the event of the filing of a lawsuit to compel such disclosure, the City shall inform the Contractor and will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.
- 1.12 **Disclosure of Adverse Information**. Contractor will promptly disclose to City any and all information which Contractor may learn, or which may have a material adverse impact on the Services or the Work Product or City's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.

ARTICLE II - COMPENSATION

2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the City, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this **Section 2.1** and its Sub-Sections:

A. For Lump sum Task Orders. The Contractor shall perform Services as a Task Order described in **Exhibit B** and shall invoice the City for work performed based on percent complete the specific task.

B. For Time and Materials Task Orders. The Contractor shall perform the Services and shall invoice the City for work performed based on the rates described in **Exhibit C**.

C. Reimbursable Expenses. The following shall be considered “Reimbursable Expenses” for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
- Postage and Delivery Services
- Lodging and Meals (*only* with prior written approval of the City as to dates and maximum amount permitted)

D. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any fee, cost, charge, penalty, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

E. Increases in Compensation or Reimbursable Expenses. Any increase or modification of compensation or Reimbursable Expenses shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

2.2 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all

authorized Reimbursable Expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice.

- 2.3 City Dispute of Invoice or Invoiced Item(s).** The City may dispute any Contractor time, Reimbursable Expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage prepaid, addressed to the Contractor.

ARTICLE III - CONTRACTOR'S GENERAL RESPONSIBILITIES

- 3.1** The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2** The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.
- 3.3** The Contractor shall provide all the Services in a timely and professional manner.
- 3.4** The Contractor shall promptly comply with any written City request from the City or any of the City's duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.
- 3.5** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions.
- 3.6** The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid and effective status all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

ARTICLE IV - TERM AND TERMINATION

- 4.1 **Term**. The provision of services under this Agreement shall commence on **April 16th, 2026** (the “**Effective Date**”) and will terminate on **December 31, 2026** (cumulatively, the “**Term**”). The Contractor understands and agrees that the City has no obligation to extend this Agreement’s Term or contract for the provision of any future services and makes no warranties or representations otherwise. Notwithstanding the foregoing, the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the City and the Contractor and such extension do not alter or amend any of the terms or provisions of this Agreement.
- 4.2 **Continuing Services Required**. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City.
- 4.3 **City Unilateral Termination**. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City’s exercise of the right of unilateral termination as provided by this paragraph:
- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
 - B. All finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City, subject to the ownership restrictions in **Section 6.0** of this Agreement; and
 - C. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and Reimbursable Expenses performed prior to the Contractor’s receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City.
- 4.4 **Termination for Non-Performance**. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance and state a date upon which the Agreement shall be terminated if there is

a failure to timely cure the non-performance. For purposes of this **Section 4.4**, “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized Reimbursable Expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this **Section 4.4**, nothing in this **Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from nonperformance by a Party.

- 4.5 Unilateral Suspension of Services.** The City may suspend the Contractor’s performance of the Services at the City's discretion and for any or no reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement; or (3) as required by law.
- 4.6 Reinstatement of Services Following City’s Unilateral Suspension.** The City may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the City is made within thirty (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to **Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.
- 4.7 Delivery of Notice of Termination.** Any notice of termination permitted within this **ARTICLE IV - TERM AND TERMINATION** and its sections and sub-sections shall be addressed to the persons identified in **Section 9.17** herein and at the addresses provided therein or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested.

ARTICLE V - INSURANCE

5.1 Insurance Generally. The Contractor shall obtain and shall continuously maintain during the Term of this Agreement insurance of the kind and in the minimum amounts specified in this **Section 5.1 and its Sub-Sections**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor. The Contractor shall secure and maintain the following ("**Required Insurance**"):

- A.** Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the City as a Certificate Holder.
- B.** Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars for each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties.
- C.** Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties.
- D.** Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this **ARTICLE V - INSURANCE** and its sections and sub-sections, insurance shall conform to all of the following:

- A.** For Required Insurance and any other insurance carried by Contractor (“**Contractor Insurance**”), all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.
- B.** For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.
- C.** For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- D.** For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 Failure to Obtain or Maintain Insurance. The Contractor’s failure to obtain and continuously maintain policies of insurance in accordance with this **ARTICLE V - INSURANCE** and its sections and sub-sections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City immediately upon demand by the City, or at the City’s sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

5.4 Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the City applicable certificates of insurance for all Required Insurance. Insurance limits, terms of insurance, insured parties, and other information sufficient to demonstrate conformance with this **ARTICLE V - INSURANCE** and its sections and sub-sections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the “Project Name” as identified on the first page of this Agreement. The City may request, and the Contractor shall provide within three (3) business days of such request, a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

ARTICLE VI - OWNERSHIP OF DOCUMENTS

- 6.1 Work Product is Property of City.** Upon complete payment for services rendered, the Work Product, as defined in **ARTICLE I, Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of the City. The City will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of City.
- 6.2 Obligations of Contractor's Personnel and Subcontractors.** Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:
- A. assign to Contractor ownership of all patents, copyrights, and other proprietary rights created in the course of their employment or engagement; and
 - B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **ARTICLE VI - OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **ARTICLE VI - OWNERSHIP OF DOCUMENTS**.
- 6.3 Assignment of Proprietary Rights.** To the extent that any title to any Work Product may not, by operation of law, vest in City, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to City in perpetuity all worldwide right, title, and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights in and ownership of, the Work Product.
- 6.4 City Furnished Information.** Title to all materials and all documentation furnished by the City to Contractor will remain in the City. Contractor will deliver to the City any all Work Products and property, including copies thereof on whatever media rendered, upon the first to occur of:
- A. the City's written request; or
 - B. completion of the Services under this Agreement; or
 - C. termination of this Agreement.
- 6.5** The Contractor waives any right to prevent its name from being used in connection with the Services.

6.6 Notwithstanding the foregoing, the Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by the Contractor prior to or independently of any of its services under this Agreement (“Background IP”), including such Background IP that the Contractor may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. The Contractor grants the City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the City. The Contractor shall secure all licenses necessary to any third-party content incorporated into the Contractor’s Work Product for the City to utilize the Contractor’s services and the Work Product for their intended purposes.

ARTICLE VII - CONFLICT OF INTEREST

7.1 The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. §24-18-109, as amended, the Woodland Park City Code of Ethics, as amended, or the City’s ethical principles.

ARTICLE VIII – REMEDIES

8.1 In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

- A. Suspend the Contractor’s performance pending necessary corrective action as specified by the City without the Contractor’s entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

- D. Terminate this Agreement in accordance with this Agreement.
- 8.2 The aforementioned remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

ARTICLE IX - MISCELLANEOUS PROVISIONS

- 9.1 **No Waiver of Rights**. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City of Woodland Park, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 9.2 **No Waiver of Governmental Immunity**. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 9.3 **Affirmative Action**. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 9.4 **Americans with Disabilities Act**. Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act.
- 9.5 **Binding Effect**. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns provided that this **Section 9.5** shall not authorize assignment.
- 9.6 **No Third-Party Beneficiaries**. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of Contractor.

Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

- 9.7 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable laws. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 9.8 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Teller County, Colorado and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 9.9 **Force Majeure.** Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.
- 9.10 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 9.11 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the City. Any written assignment shall expressly refer to this Agreement,

specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the City. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

- 9.12 Interpretation and Mutual Negotiation.** It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the City and that in no event shall this Agreement be interpreted as establishing an employment relationship between the City and either Contractor or Contractor's employees, agents, representatives, or sub-contractors. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the City on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the City. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the City to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.
- 9.13 Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 9.14 Agreement Controls.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 9.15 Integration and Amendment.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Contractor.
- 9.16 Severability.** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 9.17 Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 9.18 Non-Liability of City for Indirect or Consequential Damages or Lost Profits.** Parties agree that the City shall not be liable for indirect or consequential damages, including lost profits, that result from the City's declaration that the Contractor is in default of the Agreement, so long as the City acts in good faith.
- 9.19 Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and defend the City, its members, affiliates, officers, appointees, directors, partners, employees, and agents (collectively referred to as the "City" for the purposes of this **Section 9.19**) from and

against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees (collectively referred to "Losses") arising out of the performance of the Services provided that (a) any such claim, damage, loss or expense is caused by any negligent act or omission of (i) Contractor, (ii) anyone directly or indirectly employed by Contractor, or (iii) anyone for whose acts Contractor may be liable; and (b) such indemnification shall not apply to the extent that such Losses are caused by the negligence of the City or other party indemnified hereunder. If Contractor is providing architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the extent of Contractor's obligation to indemnify and defend the City is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers. If the Contractor is a person or entity providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify and defend the City may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and City. The indemnification in this **Section 9.19** shall be construed to comply with C.R.S. § 13-50.5-102(8), *et. seq.*

9.20 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

9.21 Notices. Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail and properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

If to the City:

City of Woodland Park
City Manager Aaron Vassalotti
220 W. South Avenue
Woodland Park, CO 80866
avassalotti@woodlandpark.gov

If to the Contractor:

Chato's Juarez Company LLC
Omar Juarez
2127 S Vallejo St Englewood CO 80110
Juarezomar94@icloud.com

With Copy to:

City Attorney Nina P. Williams
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027
nina@wwfdlaw.com

ARTICLE X – AUTHORITY

10.1 The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Woodland Park and the Contractor and bind their respective entities.

THIS AGREEMENT is executed and made effective as provided above.

CITY OF WOODLAND PARK

**CONTRACTOR
Chato's Juarez Company, LLC**

By:

By: 

**Name: Aaron Vassalotti
Title: City Manager**

**Name: Omar Juarez
Title: Vice President**

EXHIBIT A ("Services")

Description

The total amount payable to the contractor shall be based on applicable task orders, with a performance period of the contract ending December 31st, 2026 with the option of two one-year extensions. Please refer to "Bidding - General Conditions (RFPs)" for conditions regarding submittals.

Project Warranties: Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work satisfactorily to Owner. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

On Call Concrete Scope of Work:

This project includes all labor, materials, equipment and incidentals necessary to complete the removal, subgrade/subbase repair, and replacement of existing concrete items and the new construction of various concrete items. These include, but are not limited to, curb walk; curb and gutter; 4" thick flatwork; 6" thick flatwork, pavement and cross pans; driveways; curb ramps with truncated domes; grading; asphalt patching and traffic control. This contract also includes arterial concrete pavement repair work. All concrete work shall to be built to City of Woodland Park Engineering Specifications. The total amount payable to the contractor shall be based on applicable task orders, with a performance period of the contract ending December 31st, 2026 with the option of two one-year extensions.

Concrete Replacement

1. Typical concrete replacement tasks include saw cutting and removal of broken, heaved, or sunken curb & gutter, sidewalks (attached & detached), cross pans, chase drains, and handicap ramps.
2. Only the following concrete mix to be submitted on: truck mixed concrete, CDOT Class B/D 4,500 psi with fiber mesh.
3. All material removal and disposal will be the responsibility of the contractor.
4. Replacement of 12" of subgrade material with class 6 recycled concrete road base is required, and all new concrete must be doweled into the adjacent concrete using #4 epoxy coated rebar 18" in length.
5. Any damaged asphalt or landscaping & irrigation will need to be repaired.
6. Traffic control, erosion control, surveying (for vertical curves) and utility locates will be the responsibility of the contractor.
7. All construction impact notices for the residents are the responsibility of the contractor.

8. If asphalt is damaged, 2" minimum wide asphalt patch required. Include pricing for asphalt patch.
9. Quality assurance, including subgrade compaction and concrete cylinder test breaks will be required and paid for by the Contractor .
10. The contractor will be responsible for pulling the proper permits. ROW permit fees for the Woodland Park will be waived.
11. The contractor will be responsible for communicating with the Public Works & Utilities Department in regards to City specifications and inspections.
12. Contractor will be responsible for concrete washout facilities.
13. The contractor will be responsible for removing forms, signs, cones and cleaning up the work area in a timely manner.
14. City of Colorado Spring details are to be followed
15. The contractor is responsible for providing a two-year warranty for all construction work completed for the City.

On Call HMA Asphalt Patch Scope of Work

This work shall consist of furnishing all labor, materials and equipment to install a HOT ASPHALT PATCH GRADE S (3") (6") (9") (10").

This work shall consist of saw cutting, removing, loading, haul, and disposal of existing asphalt, subgrade and road base material, removal of tree roots within the top 6" of the subgrade, preparing and compacting the subgrade and installing hot asphalt patching.

1. Removal of Asphalt

The areas to be patched shall be cut out and removed leaving neat straight edges. All removed material shall become the property of the Contractor and shall be disposed of properly. Prior to removal the City will mark out the limits of the patch; the Contractor shall remove only the marked area. The City will not pay for any additional removal, and the Contractor shall correct any such removal at the Contractor's expense.

2. Acceptable Methods of Patching

Acceptable methods for the installation of asphalt patching shall include, but not be limited to, the use of a spreader box, to uniformly spread the hot bituminous materials in lifts, prior to rolling. The area to be patched shall be adequately tacked. Compaction of the hot asphalt shall be completed in lifts and conform to the City of Woodland Park Design and Construction Standards.

3. Method of Measurement and Payment

Payment will be made on field measured installed square yard basis for HOT ASPHALT PATCH GRADE S (3") (6")(9")(10"), except that the area will be marked and measured prior to construction. Payment shall be made for removing existing asphalt, subgrade and road base material, preparing subgrade and replacing asphalt with a hot asphalt patching and shall be full compensation for all work necessary to complete the item.

4. Methods of Traffic Control

In accordance with CDOT, Subsection 630.09 through Subsection 630.13, Construction Zone Traffic Control - Construction Requirements, except as modified herein.

METHOD OF HANDLING TRAFFIC

Subsection 630.08 shall include the following:

ALL TRAFFIC CONTROL DEVICES MUST BE IN GOOD AND CLEAR CONDITION, INSTALLED PRIOR TO ANY AND ALL CONSTRUCTION ACTIVITY. WITHOUT

CHANGING THE COST OF THE PROJECT, THE ENGINEER MAY DIRECT MINOR MODIFICATIONS TO THE APPROVED TRAFFIC CONTROL PLAN BASED ON OBSERVATIONS OF FIELD CONDITIONS AT ANY TIME OR SUSPEND WORK UNTIL APPLICABLE SAFETY MEASURES ARE TAKEN. DEFICIENCIES IN TRAFFIC CONTROL SHALL BE CORRECTED IMMEDIATELY OR WORK SHALL BE SUSPENDED. THE OWNER WILL REQUEST A REDUCTION IN COST IF TRAFFIC CONTROL IS NOT PROVIDED PER APPROVED METHOD OF HANDLING TRAFFIC.

**EXHIBIT B
("Task Order")**

| LOCATION | TYPE | DIMENTION IN SQ. FEET | Total SY | Units | Unit PRICE | Cost | TASK ORDER NO. | |
|-------------------------------------|--------------|-----------------------|----------|-------|------------|-----------|-------------------|--|
| S. Park between Valley/Sheridan | Asphalt | 45X20, 35X12, 50X20 | 257.7 | SY | 100 | 25,770.00 | 1 | |
| Blue Spruce/Pine Ridge | Asphalt | 15X42, 18X20 | 110 | SY | 100 | 11,000.00 | 1 | |
| West/Circle Dr. | Asphalt | 28X15, 24X120 | 366.6 | SY | 100 | 36,660 | 1 | |
| West/Shady Ln. | Asphalt | 30X66, 18X35, 16X20 | 325.5 | SY | 100 | 32,550 | 1 | |
| Chester/Willow | Asphalt | 12X30 | 40 | SY | 100 | 4000 | 1 | |
| Morning Sun/Sun Valley | Crossspan | 43X8 | | LF | 275 | 11,825 | 1 | |
| Glen Cove/Sunny Glen | Asphalt | 63X24, 4X65, 24X12 | 228.8 | SY | 100 | 22,880 | 1 | |
| Boundy/Pike View | Asphalt | 14X14 | 21.7 | SY | 100 | 2170 | 1 | |
| Lake/Bowman | Asphalt | 300x24, 40x36 | 955.5 | SY | 100 | 95,550 | 1 | |
| Gunnison/Pine | Asphalt | 20X24 | 53.3 | SY | 100 | 5,330 | 1 | |
| Gunnison/Pine | ADA Ramps | 2 | | EACH | 10000 | 20,000.00 | 1 | |
| Gunnison/Pine | Crossspan | 46x8 | | LF | 275 | 12,650 | 1 | |
| Center/Lake | Asphalt | 84X22 | 205.3 | SY | 100 | 20,530 | 1 | |
| Center/Lake | Crossspan | 24X8 | | LF | 275 | 6,600 | 1 | |
| Center/Lake | C&G | 168 | | LF | 100 | 16,800 | 1 | |
| Midland/Maple | Asphalt | 23X28 | 71.5 | SY | 100 | 7,150 | 1 | |
| Midland/Maple | ADA | 2 | | EACH | 10000 | 20,000 | 1 | |
| Midland/Maple | C&G | 10 | | LF | 110 | 1,100 | 1 | |
| Walnut/24 | Asphalt | 40X33 | 146.6 | SY | 100 | 14,660 | 1 | |
| Walnut/24 | ADA | 1 | | EACH | 10000 | 10,000 | 1 | |
| Walnut/24 | C&G | 44 | | LF | 110 | 4,840 | 1 | |
| 808 Teller Ln. | Asphalt | 52X37 | 213.7 | SY | 100 | 21,370 | 1 | |
| 875 Teller Ln. | Asphalt | 20X105 | 233.3 | SY | 100 | 23,330 | 1 | |
| 301 Woodland Dr./Teller Ln. | Asphalt | 24X35 , 30X93 | 403.3 | SY | 100 | 40,330 | 1 | |
| Rolling Park/Woodland Dr. | Asphalt | 40X36, 43X20 | 255.5 | SY | 100 | 25,550 | 1 | |
| Park/Baldwin | Asphalt | 40X17 | 75.5 | SY | 100 | 7,550 | 1 | |
| Fullview Ave./Pampart Range | Asphalt | 28X28 | 87.1 | SY | 100 | 8,710 | 1 | |
| PD Island Removal Rear Lot | C&G | 50 | | LF | | | 1 | |
| PD Island Removal Rear Lot | Crossspan | 35 | | LF | | | 1 | |
| PD Island Removal Rear Lot | Asphalt | 26X22 | 63.5 | SY | 100 | 6,350 | 1 | |
| Sheridan / American Discovery trail | ADA | 1 | | EACH | 10000 | 10,000 | 1 | |
| Sheridan / Dallas Ally | ADA | 2 | | EACH | 10000 | 20,000 | 1 | |
| Sidewalk to Utilities office | R&R Sidewalk | 25x7 | 19.4 | SY | 140 | 2,722.00 | | |
| Total | | | | | | | 547,977.00 | |

EXHIBIT C
(“Rates”)

| Code | Description | UOM | Comment | Price | Quantity | Total Cost |
|-----------|--|------------------|---------|-----------|----------|------------|
| Concrete | Removal and Replacement of Existing Sidewalk (0-100 SY) | Square Yard | | 140 | 1 | 140 |
| Concrete | Removal and Replacement of Existing Sidewalk (101-250 SY) | Square Yard | | 136 | 1 | 136 |
| Concrete | Removal and Replacement of Existing Sidewalk (251-500 SY) | Square Yard | | 135 | 1 | 135 |
| Concrete | Removal and Replacement of Existing Sidewalk (Over 500 SY) | Square Yard | | 133 | 1 | 133 |
| Concrete | Installation of New Sidewalk (0-100 SY) | Square Yard | | 135 | 1 | 135 |
| Concrete | Installation of New Sidewalk (101-250 SY) | Square Yard | | 135 | 1 | 135 |
| Concrete | Installation of New Sidewalk (251-500 SY) | Square Yard | | 134 | 1 | 134 |
| Concrete | Installation of New Sidewalk (Over 500 SY) | Square Yard | | 134 | 1 | 134 |
| Concrete | Curb and Gutter, Type I or Type II (0-100 LF) | Linear Foot/Feet | | 110 | 1 | 110 |
| Concrete | Curb and Gutter, Type I or Type II (101-250 LF) | Linear Foot/Feet | | 100 | 1 | 100 |
| Concrete | Curb and Gutter, Type I or Type II (251-500 LF) | Linear Foot/Feet | | 99 | 1 | 99 |
| Concrete | Curb and Gutter, Type I or Type II (Over 500 LF) | Linear Foot/Feet | | 99 | 1 | 99 |
| Concrete | Remove and Replace 6' Wide Concrete Crossspan | Linear Foot/Feet | | 270 | 1 | 270 |
| Concrete | Remove and Replace 8' Wide Concrete Crossspan | Linear Foot/Feet | | 275 | 1 | 275 |
| Concrete | Installation of New 8' Wide Concrete Crossspan | Linear Foot/Feet | | 265 | 1 | 265 |
| Concrete | Installation of New 6' Wide Concrete Crossspan | Linear Foot/Feet | | 265 | 1 | 265 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, up to 3" Remove and Replace (0-60 SY) | Square Yard | | 99 | 1 | 99 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, up to 3" Remove and Replace (61-220 SY) | Square Yard | | 98 | 1 | 98 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, up to 3" Remove and Replace (221-550 SY) | Square Yard | | 98 | 1 | 98 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, up to 3" Remove and Replace (551-2000 SY) | Square Yard | | 98 | 1 | 98 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, 3" to 6" Remove and Replace (0-60 SY) | Square Yard | | 100 | 1 | 100 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, 3" to 6" Remove and Replace (61-220 SY) | Square Yard | | 100 | 1 | 100 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, 3" to 6" Remove and Replace (221-550 SY) | Square Yard | | 100 | 1 | 100 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, 3" to 6" Remove and Replace (551-2000 SY) | Square Yard | | 100 | 1 | 100 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, 6" to 9" Remove and Replace (0-60 SY) | Square Yard | | 110 | 1 | 110 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, 6" to 9" Remove and Replace (61-220 SY) | Square Yard | | 110 | 1 | 110 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, 6" to 9" Remove and Replace (221-550 SY) | Square Yard | | 109 | 1 | 109 |
| HMA Patch | Hot Mix Asphalt Patch Grade S, 6" to 9" Remove and Replace (551-2000 SY) | Square Yard | | 110 | 1 | 110 |
| Concrete | Installation of New 4' Wide Concrete Crossspan | Linear Foot/Feet | | 260 | 1 | 260 |
| Concrete | Remove and Replace 4' Wide Concrete Crossspan | Linear Foot/Feet | | 265 | 1 | 265 |
| Concrete | Installation new ADA Ramp | Each | | 9,000.00 | 1 | 9,000.00 |
| Concrete | Remove and Replace ADA Ramp | Each | | 10,000.00 | 1 | 10,000.00 |
| Concrete | Installation of New 4' Wide Curb Chase Drain | Each | | 2,900.00 | 1 | 2,900.00 |
| Concrete | Installation of New 1' Wide Curb Chase Drain | Each | | 1,900.00 | 1 | 1,900.00 |
| Concrete | Remove and Replace 4' Wide Curb Chase Drain | Each | | 6,500.00 | 1 | 6,500.00 |
| Concrete | Remove and Replace 1' Wide Curb Chase Drain | Each | | 4,000.00 | 1 | 4,000.00 |
| Concrete | Installation of New Plowable End | Square Yard | | 200 | 1 | 200 |
| Concrete | Remove and Replace Plowable End | Square Yard | | 210 | 1 | 210 |
| | | | | | | |
| | | | | | | |
| | | | | | | |