



City of Woodland Park

City Council

September 3, 2026 at 6:00 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Presentation from Palmer Land Trust on Pine Stone Ranch
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of Resolution No. 946, Series 2026, A Resolution of the City Council for the City of Woodland Park, Colorado, Approving the Intergovernmental Agreement with Pikes Peak Regional Building Department (A) (Presenter: Planning Director Schminke)
 - B. Approval of the August 6, 2026 City Council Meeting Minutes (A) (Presenter: City Clerk Mendoza)
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)
9. **PUBLIC HEARINGS**

(Public comment may be heard)

 - A. Approval of Ordinance No. 1531, Series 2026, An Ordinance of the City Council for the City of Woodland Park, Colorado, Amending Title 9, Chapter 9.90 of the Woodland Park Municipal Code, Regarding Outdoor Fire Uses and Emergency Fire Safety Regulations, for Fires Intentionally, Knowingly, or Negligently Set or Kindled. (L) (Presenter: City Attorney)
 - B. Approval of Ordinance No. 1532, Series 2026, An Ordinance of the City Council for the City of Woodland Park, Amending Chapter 3.08 of the Woodland Park Municipal Code, Regarding Finance, to Create a Sales Tax to Generate Revenue (L) (Presenter: City Attorney)
10. **NEW BUSINESS**

(Public comment may be heard)

 - A. E911 Discussion (A) (Presenter: Police Chief Diesler)

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 Jones and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: September 3, 2026

SUBJECT: Approval of Resolution No. 946, Series 2026, A Resolution of the City Council for the City of Woodland Park, Colorado, Approving the Intergovernmental Agreement with Pikes Peak Regional Building Department (A) (Presenter: Planning Director Schminke)

BACKGROUND: Since December 1, 2013, Pikes Peak Regional Building Department (PPRBD) has been providing professional building permitting and inspection services to Woodland Park. The transition to PPRBD was necessary since the Teller County Board of Commissioners terminated the IGA with Woodland Park that detailed the County providing these services to Woodland Park.

The original IGA with PPRBD was for a period of five (5) years and the second IGA was for eight (8) years. Both prior IGAs provided automatic annual renewals and termination provisions. The new IGA again proposes successive one-year terms, but this time for a ten (10) year period. It also allows either Party to terminate the agreement upon ninety (90) days written notice to the other Party.

Consistent with prior agreements, the services provided to Woodland Park by PPRBD under this Agreement include plan review, permitting services, conveyance (elevator) inspections, and inspection services for construction, alteration, addition, movement, enlargement, replacement, repair, demolition, installation, erection and fabrication of structures and buildings within Woodland Park. Regional Building will NOT provide zoning, enumerations, nuisance abatement, code enforcement (other than building codes), or any other services not specifically provided for in this Agreement without their written consent.

As has been the case under the past agreements, for these services, PPRBD will be compensated all permit fees collected for the construction, alteration, addition, movement, enlargement, replacement, repair, demolition, installation, erection and fabrication of structures and buildings within Woodland Park, including electrical, plumbing and mechanical work that requires a permit. Regional Building will assign building inspectors to Woodland Park as needed and support a half-time (20 hours per week) Permit Technician who will be a Woodland Park employee.

RECOMMENDATION: Approve on the Consent Calendar Resolution No. 946, Series 2026, a Resolution of the City Council for the City of Woodland Park, Colorado, Approving the Intergovernmental Agreement with Pikes Peak Regional Building Department.

ATTACHMENTS:

1. Resolution 946 - IGA PPRBD
2. 2026-08-20 - IGA Woodland Park PPRBD renewed_2026 final

CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 946
(Series of 2026)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH
PIKES PEAK REGIONAL BUILDING DEPARTMENT**

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. § 29-1-203 confirm that governments may cooperate and contract with one another to provide any function, service, or facility each is authorized to perform; and

WHEREAS, the City of Woodland Park (the “City”) and Pikes Peak Regional Building Department (the “Department”) entered into an Intergovernmental Agreement Building Department Services dated November 7, 2013 (hereinafter, “2013 Agreement”), pursuant to which the Department agreed to provide certain building department services for the City;

WHEREAS, the 2013 Agreement was renewed in 2018;

WHEREAS, the term of the Agreement is set to expire in November of 2026; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its citizens to approve the Intergovernmental Agreement with the Pikes Peak Regional Building Department and extend the term until 2036.

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

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

Section 2. The City Council hereby approves the Intergovernmental Agreement with the Pikes Peak Regional Building Department for Building Department Services attached hereto as “Exhibit A,” and incorporated herein, and authorizes the Mayor to sign said document.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WOODLAND PARK, COLORADO ON THIS 3rd DAY OF SEPTEMBER, 2026.

{Signature page to follow}

City of Woodland Park

George Jones, Mayor

ATTEST:

City Clerk, Monica Mendoza

INTER-GOVERNMENTAL AGREEMENT

THIS BUILDING DEPARTMENT SERVICES INTER-GOVERNMENTAL AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of _____, 2026, by and between Pikes Peak Regional Building Department, an intergovernmental entity created pursuant to Article XIV, Section 18 of the Colorado Constitution and section 29-1-201 *et seq.*, Colorado Revised Statutes (C.R.S.), as amended (hereinafter “Regional Building”), and the City of Woodland Park, Teller County, State of Colorado (hereinafter “Woodland Park”). The parties to this Agreement may be referred to hereinafter individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Parties entered into that certain Inter-Governmental Agreement Building Department Services dated November 7, 2013 (hereinafter, “2013 Agreement”), pursuant to which Regional Building agreed to provide certain building department services for Woodland Park;

WHEREAS, the Parties renewed the 2013 Agreement by executing that certain Inter-Governmental Agreement Building Department Services dated November 7, 2018 (hereinafter, “2018 Agreement”), pursuant to which Regional Building agreed to continue to provide certain building department services for Woodland Park;

WHEREAS, the term of the 2018 Agreement comes due in November of 2026;

WHEREAS, Regional Building has the wherewithall and availability and desire to continue to provide certain building department services for Woodland Park; and,

WHEREAS, Regional Building can continue to assist Woodland Park with Building Department Services (as defined below) without affecting its ability to provide building department services in El Paso County.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. REGIONAL BUILDING’S RESPONSIBILITIES

A) Provide Building Department Services to Woodland Park: Regional Building will provide Building Department Services (as defined herein) to Woodland Park under this Agreement. Building Department Services shall mean plan review, permitting services, conveyance inspections, and inspection services for construction, alteration, addition, movement, enlargement, replacement, repair, demolition, installation, erection and fabrication of structures and buildings within

Woodland Park. Regional Building will NOT provide zoning, enumerations, nuisance abatement, code enforcement (other than building codes), or any other services not specifically provided for in this Agreement without the written consent of Regional Building.

B) Regional Building Will Provide Limited, but Necessary Access to Woodland Park to Regional Building's Building Department Assistant Computer Program: Regional Building has developed a proprietary software, known as the Building Department Assistant Computer Program (the "Program"), specific to the implementation, application, administration, and enforcement of the building department services Regional Building provides. Regional Building will provide limited and only necessary access to Woodland Park to the Program and training to Woodland Park's employees that will be using the Program. Further, Regional Building will provide only necessary support to Woodland Park and its employees in the use of the Program.

C) Regional Building Will Be Paid Permit Fees: Woodland Park will pay to Regional Building all permit fees collected for the construction, alteration, addition, movement, enlargement, replacement, repair, demolition, installation, erection or fabrication of structures and buildings within Woodland Park, including electrical, plumbing and mechanical work that requires a permit.

D) Regional Building Will Provide Employees: Regional Building will provide plan review and inspection employees. Woodland Park will deduct from the monthly fees collected sufficient funds to support a half-time (20 hours per week) Permit Technician position employed by Woodland Park. Regional Building will provide front counter training to Woodland Park's staff. The Permit Technician employed by Woodland Park is NOT an employee of Regional Building.

E) Regional Building Will Insure Its Employees: Regional Building will provide all insurance and benefits to its employees whether they work in Woodland Park or not, including, but not limited to, medical, retirement, workers compensation, and liability insurance. Regional Building will provide its employees that work in Woodland Park vehicles or travel compensation.

2. WOODLAND PARK'S RESPONSIBILITIES

A) Appeals Board and Process: Woodland Park has established and will continue to maintain an Appeals Board, known as "Woodland Park's Board of Review," to hear and consider variance requests and any resulting appeals thereof, as well as timely and properly filed appeals of dangerous building declarations in Woodland Park. The Appeals Board will NOT hear complaints by citizens or other contractors against contractors working in Woodland Park. Instead, such complaints, and any resulting appeals, will be heard by Regional Building's Licensing Committee and Regional Building's Board of Review, as a final agency for all purposes under Colorado law, accordingly. The Appeals Board will consist of whatever members Woodland Park believes are necessary. The Appeals Board will meet monthly on a day and at a time established by Woodland Park with input from Regional Building. Woodland Park and the Appeals Board will follow all applicable procedures and requirements set forth in the adopted building codes to the extent that such procedures and requirements do not conflict with other ordinances or local codes governing the matter(s) duly adopted by the Woodland Park City Council or the Appeals Board. To the extent

there is no conflict or only a partial conflict between the adopted building codes and any other duly adopted ordinances or local codes, then the adopted building codes will supplement the otherwise applicable ordinances and local codes and will be followed by Woodland Park and the Appeals Board in addition to such ordinances and local codes.

B) Woodland Park Will Use Regional Building's Program: Woodland Park will use the Program licensed from and hosted by Regional Building. Woodland Park will provide the hardware and software necessary to use the Program and cooperate with Regional Building's employees regarding the installation and training therefor.

C) Fees for Services: Woodland Park has established and will continue in effect all fees to be charged for all Building Department Services provided by Regional Building in Woodland Park. Regional Building will be consulted prior to fees being reduced to ensure that all the expenses incurred by Regional Building are covered. Woodland Park shall collect all fees for Building Department Services provided in Woodland Park. Woodland Park will provide Regional Building an accounting of all fees collected by the tenth (10th) day of the succeeding month for all fees collected in the previous month. Woodland Park will pay all fees to Regional Building by the tenth (10th) day of the succeeding month for all fees collected in the previous month, unless the Parties agree otherwise in writing.

D) Woodland Park Shall Honor Contractors Licensed and/or Registered with Regional Building and Teller County: For any work that requires a building permit, Woodland Park will accept and honor contractors licensed and/or registered to perform work through Regional Building and Teller County Building Department, except that nothing herein shall limit Regional Building's authority to suspend or revoke licenses or registrations as authorized by law and regulations duly adopted and promulgated by Woodland Park.

E) Woodland Park Will Insure Its Employees: Woodland Park will provide all insurance and benefits to its employees, in accordance with the Woodland Park Personnel Policy Manual.

3. EMPLOYEES OF ONE ENTITY NOT EMPLOYEES OF OTHER

Nothing in this Agreement shall be construed in such a way as to make any employee of Regional Building an employee of Woodland Park. Nothing in this Agreement shall be construed in such a way as to make any employee of Woodland Park an employee of Regional Building.

4. USE OF REGIONAL BUILDING'S BUILDING DEPARTMENT ASSISTANT COMPUTER PROGRAM

To provide the Building Department Services to Woodland Park, Regional Building will make available to Woodland Park for its limited use the Program, including all updates, improvements and enhancements in the form of a license. At all times, Regional Building has owned and will continue to own and host the Program.

5. CONFIDENTIALITY

“Confidential Information” as used herein, shall mean all written and oral information and materials, documentation, software (including listings thereof and documentation related thereto) and devices disclosed or made available by Regional Building to Woodland Park regardless of whether such Confidential Information was provided before or after the date of this Agreement or how it was provided to Woodland Park, including, but not limited to Regional Building’s: (a) how to’s with regard to present or future services; (b) any and all intellectual property, trade secrets or Confidential Information thereof. Intellectual property, as mentioned herein, shall include information relating to Regional Building’s proprietary rights prior to any public disclosure of such information, including, but not limited to, the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets); (c) marketing and development information which includes marketing and development plans of Regional Building, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of Regional Building which have been or are being discussed; (d) product information which includes all specifications for products of Regional Building as well as work product resulting from or related to work or projects performed or to be performed by Woodland Park or for clients or customers of either Party, of any type or form in any stage of actual or anticipated research and development; (e) service information which includes all data and information relating to the services provided by Regional Building; (f) proprietary computer code, including, but not limited to the Program, which includes all sets of statements, instructions or programs of Regional Building, whether in human readable or machine readable form, that are expressed, fixed, embodied, or stored in any manner and that can be used directly in a computer (“Computer Programs”); any report format, design or drawing created or produced by such Computer Program; and all documentation, design specifications and charts, and operating procedures which support the Computer Program; (g) computer technology which includes all scientific and technical information or material of Regional Building, pertaining to any machine, appliance or process, including, but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, practices, know-how and show-how; and (h) any information that has been disclosed to Regional Building by a third party and is protected by a non-disclosure agreement entered into between the third party and Regional Building.

Woodland Park acknowledges and agrees that Confidential Information is proprietary to and a valuable trade secret of Regional Building and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Regional Building and would severely damage Regional Building and its business. In consideration of Regional Building licensing to Woodland Park, providing service(s), support and/or hosting the Program, Woodland Park agrees to treat the Confidential Information in confidence.

The Parties further acknowledge that Woodland Park is subject to the Colorado Open Records Act (CORA), C.R.S. 24-72-200.1 to 24-72-309, and shall comply with any order from a court or administrative body to release documents in its possession which are considered confidential upon notification to the Regional Building.

6. LIMITATIONS ON JURISDICTION

Nothing herein shall be construed to, in any manner, expand upon or limit the lawful jurisdiction and authority of either Regional Building or Woodland Park.

7. TERM

The term of this Agreement shall commence upon approval and execution by the Parties and continue for a period of ten (10) successive, one-year terms. Any Party may terminate this agreement upon ninety (90) days written notice to the other Party.

8. RATIFICATION; RIGHTS AND REMEDIES NOT WAIVED

All acts and deeds of each of the committees, boards, commissions, or council and any obligations of the Parties, which have previously been made, with regard to the Building Department Services are hereby ratified, affirmed, agreed to and approved by each of the Parties.

No assent, express or implied, by either Party to any breach of this Agreement by the other Party shall be held to be a waiver by such non-breaching Party of any later breach by the other Party. Neither Regional Building nor Woodland Park shall be excused from complying with any provision of this Agreement because of any failure to insist upon, or to seek compliance with, such provision.

9. 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. 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.

10. APPLICABLE LAW, JURISDICTION, AND VENUE

This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, applicable regulations of El Paso County, Colorado, and applicable federal law. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.

11. TABOR SAVINGS CLAUSE

The Parties understand and acknowledge that Woodland Park 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. All payment obligations of Woodland Park are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Woodland Park’s current fiscal period ending upon the next succeeding December 31. Financial obligations of Woodland Park 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 Woodland Park, and other applicable law. Should sufficient funds not be timely appropriated, budgeted, and otherwise made available for the purposes set forth in this Agreement, Regional Building, without waiving any termination rights, shall have the right to immediately suspend all Building Department Services until Woodland Park appropriates, budgets, or otherwise makes available the funds for the purposes set forth in this Agreement.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY

No term or condition of this Agreement or any amendments thereto hereafter, shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et. seq.*, of the Colorado Revised Statutes (C.R.S.), the Federal Tort Claims Act, 28 U.S.C. 2671, *et. seq.*, or the State’s risk management statutes, C.R.S. § 24-30-1501, *et seq.*, as applicable, as now or hereafter amended.

13. ENTIRE AGREEMENT

This Agreement is intended as the complete integration of the understanding between the Parties and constitutes the entire agreement between the Parties. All other representations or statements previously made, whether verbal or written are merged herein. This Agreement and any amendments to it shall be binding upon the Parties, their successors and assigns. Any amendments to this Agreement shall be in writing entered into between the Parties.

14. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

15. SEVERABILITY

It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal or Colorado law, the validity of the remaining portions or provisions shall not be affected, and the

rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision determined by the court to be invalid.

{Signature page to follow}

EXECUTED as of the date first written above.

CITY OF WOODLAND PARK

ATTEST:

By: _____
Monica Mendoza, City Clerk

By: _____
George Jones, Mayor

APPROVED AS TO FORM:

Nina Williams, Attorney Reg. No.: _____
City Attorney for the City of Woodland Park

PIKES PEAK REGIONAL
BUILDING DEPARTMENT

By: _____
Roger N. Lovell, Regional Building
Official

APPROVED AS TO FORM:

Virginia V. Koulchitzka, Attorney Reg. No.: 36703
Regional Building Attorney



City of Woodland Park

August 6, 2026 at 6:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Mayor Jones called the regularly scheduled meeting to order with the following Council Members in attendance: Mayor Jones, Mayor Pro-tem Nakai, Council Member Bryant, Council Member Dezelle, Council Member Geer, Council Member Leigh and Council Member Smith.

The following staff members were in attendance: City Manager Vassalotti, City Clerk Mendoza, Planning Director Schminke, Assistant City Manager Felts, City Attorney Williams, and Deputy City Clerk Sauer.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

A. Woodland Park Boy Scouts Troop 230 (Julianne)

The Woodland Park Boy Scouts Troop 230 led City Council in the Pledge of Allegiance.

B. CIRSA Safety Award, Suzanne Leclercq

Risk Manager Suzanne Leclercq presented the CIRSA Safety Award to staff and the Safety Committee.

C. Katherine Lowry, Teller Senior Coalition Presentation

Katherine Lowry from the Teller County Senior Coalition gave a presentation regarding their services.

D. Planning Commission Appointment (A) (Presenter: City Clerk Mendoza)

City Clerk Mendoza presented the applicant for the Planning Commission to City Council. City Council interviewed Steven White and the following motion was made.

Motion: To appoint Steven White to serve on the Planning Commission. Bryant/Nakai. Motion carried 7-0.

Following Mr. White's appointment, City Clerk Mendoza administered the Oath of Office.

E. Utilities Advisory Committee Appointment (A) (Presenter: City Clerk Mendoza)

City Clerk Mendoza presented the applicant for the Utilities Advisory Committee to City Council. City Council interviewed Keith Wilson and the following motion was made.

Motion: To appoint Keith Wilson to serve on the Utilities Advisory Committee. Nakai/Smith. Motion carried 7-0.

Following Mr. Wilson's appointment, City Clerk Mendoza administered the Oath of Office.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

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

Veronica Sarmiento, commented on pickle ball and the need for new courts. She stated it is a fast growing sport and new courts would add value to the City. She suggested using the existing court area and keeping one tennis court and converting the others into pickle ball courts.

Kevin OConnell, commented on pickle ball and the need for courts. He said this City has everted a pool, golf course, trails and open space. He is in support of new pickle ball courts.

7. WORK SESSION

8. UNFINISHED BUSINESS

(Public Comment may be heard)

9. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

A.

Approval of Ordinance No. 1526, Series, 2026, on initial posting, An Ordinance of the City Council for the City of Woodland Park, Colorado Designating a Local Historic Landmark for 209 E. Midland Avenue (the Vos Building) as Requested by Steve Plutt, a Citizen of the Community, and set the public hearing for August 20, 2026. (QJ) (Presenter: Planning Director Schminke)

Planning Director Schminke introduced Ordinance No. 1526, Series 2026, on initial posting.

Motion: To approve Ordinance No. 1526, Series 2026, on initial posting, An Ordinance of the City Council for the City of Woodland Park, Colorado, Designating a Local Historic Landmark for 209 E. Midland Avenue (the Vos Building) as Requested by Steve Plutt, a Citizen of the Community, and setting the public hearing for August 20, 2026. Nakai/Geer. Motion carried 7-0.

- B.** Approval of Ordinance No. 1529, Series 2026, on initial posting, An Ordinance of the City Council of the City of Woodland Park, Colorado, Amending Title 8 of the Woodland Park Municipal Code, Regarding Health and Safety, to Include the Declaration, Prevention, and Abatement of Nuisances and setting the public hearing for August 20, 2026 (L) (Presenter: City Attorney Williams)

City Attorney Williams introduced Ordinance No. 1529, Series 2026, on initial posting.

Motion: To approve Ordinance No. 1529, Series, 2026, on initial posting, An Ordinance of the City Council of the City of Woodland Park, Colorado, Amending Title 8 of the Woodland Park Municipal Code, Regarding Health and Safety, to include the Declaration Prevention, and Abatement of Nuisances and setting the public hearing for August 20, 2026. Smith/Nakai. Motion carried 7-0.

- C.** Approval of Ordinance No. 1530, Series 2026, on initial posting, An Ordinance of the City Council for the City of Woodland Park, Colorado, Amending Multiple Titles of the Woodland Park Municipal Code Regarding Code Penalties and Violations and setting the public hearing for August 20, 2026 (L) (Presenter: City Attorney Williams)

City Attorney Williams introduced Ordinance No. 1530, Series 2026 on initial posting.

Motion: To approve Ordinance No. 1530, Series 2026 on initial posting, An Ordinance of the City Council for the City of Woodland Park, Colorado, Amending Multiple Titles of the Woodland Park Municipal Code Regarding Code Penalties and Violations and setting the public hearing for August 20, 2026. Leigh/Dezellem. Motion carried 7-0.

10. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Woodland Social Transfer of Tavern Liquor License located at 110 W. Midland Avenue, Woodland Park (QJ) (Presenter: City Clerk Mendoza)

City Clerk Mendoza presented the item to the City Council for transfer of a liquor license.

Motion: To approve the Woodland Social transfer of Tavern Liquor License located at 110 W. Midland Avenue, Woodland Park, Colorado. Dezellem/Bryant. Motion carried 7-0.

11. NEW BUSINESS

(Public comment may be heard)

12. REPORTS

(Public comment not necessary)

- A.** Mayor's Report

Mayor Jones shared the upcoming community events. He noted himself and Council Member Bryant would be playing in the Vintage Baseball game. He gave updates on the PPACG and DDA.

- B.** Council Reports

Mayor Pro-tem Nakai thanked Mr. Wilson for applying to serve on the UAC.

Council Member Bryant noted YAC met yesterday and worked on their Bylaws, Code of Conduct and Mission Statement. He advised the Council that one of the YAC members would serve as Councilor for a day at the next meeting.

Council Member Dezellem gave an update on the Main Street Committee and talked about the shop and dine passports.

Council Member Leigh commented on the amazing staff at the City that are skilled and doing great work. He said he is proud to be a resident of Woodland Park.

Council Member Geer thanked Steven White for applying to serve on the Planning Commission. He noted HPC met recently and discussed a poster they will be creating to celebrate the brave and adventurous women of Woodland Park.

Council Member Smith commented on the Hole in One Mug at the golf course. He noted there was a great turnout for the adult softball league.

- C.** City Attorney's Report

- D.** City Manager's Report

City Manager Vassalotti noted that the Parks and Recreation programs are up 22% and WAC had the biggest month ever in July. He stated that the golf course is thriving as well.

Utilities Director Wiley gave an update on the parking lot work at City Hall, the golf course and the WAC.

13. ADJOURNMENT

At 7:22pm City Council went into executive session.

Motion: To move into executive session or the following purposes: for conferences with the City Attorney for the purpose of receiving legal advice on specific legal questions, pursuant to C.R.S. 24-6-402(4)(b), and for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e)(I), and in particular: Discussion of potential future amendment to The Sanctuary and Sturman Industries PUDs; and amendment to legal agreements with the City and Downtown Development Agreement regarding Woodland Station development area; and Discussion of The Tava House PUD.

And

To move into executive session for the following purposes: for conferences with the City Attorney for the purpose of receiving legal advice on specific legal questions, pursuant to C.R.S. 24-6-402(4)(b), and for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e)(I), and in particular: Discussion concerning STR litigation against the City. Nakai/Leigh. Motion carried 7-0.

When the executive session concluded the following motion was made:

Motion: To adjourn. Nakea/Bryant. Motion carried 6-0. Council Member Steve Smith left the meeting prior to the motion.

Respectfully submitted:

Monica Mendoza MMC, City

Clerk APPROVED THIS 3rd DAY OF SEPTEMBER, 2026

George Jones, Mayor

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1531
(Series of 2026)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO AMENDING TITLE 9, CHAPTER 9.90 OF THE WOODLAND PARK
MUNICIPAL CODE, REGARDING OUTDOOR FIRE USES AND EMERGENCY FIRE
SAFETY REGULATIONS, FOR FIRES INTENTIONALLY, KNOWINGLY, OR
NEGLIGENTLY SET OR KINDLED**

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, further, pursuant to C.R.S. § 31-15-401, the City possesses the authority to adopt laws and ordinances within its police power in furtherance of the public welfare;

WHEREAS, under such authority, the City has previously adopted regulations for outdoor fire uses and emergency fire safety regulations, codified in Chapter 9.90 of the Woodland Park Municipal Code (the “Code”);

WHEREAS, fires that are started either intentionally or negligently, through the use of fire starters or through the use of commercial or household items, have the potential to cause severe and drastic damage;

WHEREAS, currently, Teller County is in a Stage II fire ban because the risk of wildfire is high due to hot, dry, and windy conditions; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 9.90 of the Code, as it relates to regulations of fire, in order to regulate fires that are intentionally, knowingly, or negligently started.

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

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

Section 2. Chapter 9.90 of the Woodland Park Municipal Code, concerning outdoor fire uses and emergency fire safety regulations, is hereby amended to read as follows:

9.90.090 – Prohibited acts.

It shall be unlawful to intentionally, knowingly, or negligently set, kindle, or cause to be set or kindled any fire, including but not limited fires caused by the use of any incendiary and/or explosive devices, fireworks, and/or smoke bombs.

9.90.100090 - Penalty

Section 3. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

Section 4. The codifier of the City's Municipal Code, Municipal Code Corporation, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Woodland Park Municipal Code.

Section 5. *Effective Date.* This ordinance shall be in full force and effect upon its publication as required by law.

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

City of Woodland Park

George Jones, Mayor

ATTEST:

City Clerk, Monica Mendoza

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1532
(Series of 2026)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO, AMENDING CHAPTER 3.08 OF THE WOODLAND PARK MUNICIPAL CODE, REGARDING FINANCE, TO CREATE A SALES TAX TO GENERATE REVENUE FOR A COP SUPPORTING ALL OUR SCHOOLS REIMBURSEMENT FUND

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, the City Council finds that quality public school facilities promote the health, safety, welfare, and economic vitality of the City of Woodland Park; and

WHEREAS, Woodland Park School District RE-2 owns and operates educational facilities serving residents of the City; and

WHEREAS, the School District incurs substantial costs making annual payments on outstanding Certificates of Participation issued for capital improvements; and

WHEREAS, the City finds that assisting with these expenses preserves public assets without transferring ownership or operational control to the City; and

WHEREAS, the City Council further finds that public accountability requires any tax revenues be distributed only after eligible expenditures have actually been incurred and paid by the School District; and

WHEREAS, the City Council desires that all revenues generated by the tax remain in a COP Fund managed by the City and restricted exclusively for these purposes, and that administration be performed by an independent qualified third-party administrator.

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

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

Section 2. Section 3.08.030 of the Woodland Park Municipal Code, concerning Rate – Imposition and collection – Distribution, is hereby amended to read as follows:

3.08.030 - Rate—Imposition and collection—Distribution.

- A. Sales Tax. There is levied a tax or excise upon all sales of tangible personal property and services specified in Section 3.08.050. Except as provided in this subparagraph, the rate levied shall be three (3.00) ~~four and nine hundredths (4.09)~~ percent.

Commented [GW1]: This recitation of the rate should have been amended when we repealed the original 1.09% school levy. Fixing now.

A.1. (a) Beginning January 1, 2027, the rate levied shall be increased one-quarter of one percent (.25%), to an aggregate rate of 3.25%, with the proceeds of such .25% increase to be annually appropriated to the Supporting All Our Schools Reimbursement COP Fund created at Section 3.08.402 of this Code.

(b) At such time as the payment obligations under the COP, as defined in Section 3.08.401 of this Code, are fulfilled, the levy provided in this paragraph shall expire.

(c) Should City voters approve a sales tax levy for the purpose of defraying payment obligations on the COP, as defined in Section 3.08.401 of this Code, the levy provided in this paragraph shall expire upon the adoption of said new tax.

Section 3. Chapter 3.08 of the Woodland Park Municipal Code is hereby amended by the addition of the following new section and is to read as follows:

3.08.400. Title.

This Ordinance shall be known as the Supporting All Our Schools Sales COP Tax Ordinance.

3.08.401. Definitions.

For purposes of this Ordinance:

"Certificate of Participation" means the existing financing obligations of Woodland Park School District RE-2 outstanding on the effective date of this Ordinance that were issued to finance construction, acquisition, renovation, improvement, or major repair of School District facilities, including all scheduled principal and interest payments due under those obligations. The term shall not include any future Certificates of Participation or other debt issued after the effective date of this Ordinance unless separately approved by the electors.

3.08.402. Creation of the COP Supporting All Our Schools Reimbursement Fund.

- A. There is hereby created the COP Supporting All Our Schools Reimbursement Fund.
B. All revenues generated by this tax the tax imposed by Section 3.08.030 A.1 shall be deposited into this restricted fund.

C. Money in the fund:

- C.D. 1. Shall be used exclusively for payment of obligations on COP debt, as defined herein;

1. Shall not lapse at the end of any fiscal year;
2. Shall remain continuously appropriated only for purposes authorized by this Ordinance; and
3. Shall not be transferred to the City's General Fund; and
4. Shall remain restricted until reimbursed for eligible expenditures.

D.E. Investment Earnings.

1. All interest, dividends, realized investment gains, and any other earnings generated from monies held in the COP Supporting All Our Schools Reimbursement Fund shall be deposited into and remain part of the Fund.
2. Investment earnings shall be subject to the same restrictions as tax revenues collected pursuant to this Ordinance and may be used only for :
reimbursement of payments made for payment of existing Certificate of Participation obligations. ; and

ii.i. payment of authorized administrative expenses of the Third-Party Administrator as provided in this Ordinance.

- 3.2. Investment earnings shall not revert to the City's General Fund and shall not be transferred or appropriated for any other governmental purpose.

3.08.403. Administration of Fund by Independent Third Party.

- A. The City shall contract with a qualified independent governmental entity, nonprofit organization, financial institution, accounting firm, trust company, or other qualified organization, selected by the City through a competitive procurement process, to administer the Fund, and to receive, safeguard, review, approve, and reimburse eligible expenditures under this Ordinance.
- B. The Administrator shall:
 1. Receive tax revenues from the City;
 2. Maintain the restricted fund;
 3. Establish reimbursement procedures;
 4. Verify eligibility of reimbursement requests;
 5. Maintain financial records;
 6. Issue reimbursements;
 7. Conduct annual accounting;
 8. Publish annual reports;
- C. The total compensation and reimbursable expenses paid to the Third-Party Administrator shall not exceed three percent (3.0%) of the total annual revenues, including investment earnings, deposited into the Supporting All Our Schools Reimbursement Fund during the applicable fiscal year unless a higher amount is specifically authorized by ordinance of the City Council following a public hearing and a finding that extraordinary circumstances make such additional compensation necessary to administer the Fund.
- D. Administrative costs shall be paid solely from the Fund and shall constitute the only expenditures from the Fund that are not reimbursements to Woodland Park School District RE-2 for eligible expenditures authorized by this Ordinance.
- E. Neither the City nor the School District shall directly administer reimbursement payments except as specifically authorized herein.

3.08.404. Reimbursement Process.

A. For COP reimbursements, the District shall provide:

- 1. trustee statements,**
- 2. payment confirmations, or**
- 3. equivalent documentation demonstrating the scheduled payment has been made.**

B. Approved but unpaid reimbursements shall carry forward and be paid from future revenues.

3.08.405~~403~~. Excess Revenue.

Revenue remaining after regular scheduled COP payments reimbursement of all eligible expenditures during a fiscal year may~~shall~~ be used to make additional payments to defray COP debt, and shall otherwise remain in the restricted fund and shall remain available solely for existing scheduled COP payments reimbursements authorized by this Ordinance.

3.08.404. Insufficient Funds.

Should funds in the COP Fund be insufficient to make regular scheduled payments on the COP, Woodland Park School District RE-2 shall remain responsible for such payments.

3.08.406. Annual Independent Audit.

- A. The Third-Party Administrator shall annually engage an independent certified public accountant to audit: revenues received, reimbursements made, fund balance; and compliance with this Ordinance.**
- B. The completed audit shall be presented to the City Council and the School District Board of Education, and shall be publicly available.**

3.08.407. Recovery of Improper Reimbursements.

A. If the Third-Party Administrator, the City, or an independent audit determines that any reimbursement was made for an expenditure that:

- 1. was not eligible under this Ordinance;**
- 2. was reimbursed based upon materially inaccurate, incomplete, or misleading documentation;**
- 3. was reimbursed more than once;**
- 4. was reimbursed in an amount exceeding the actual eligible expenditure; or**
- 5. otherwise violated the requirements of this Ordinance;**

the amount improperly reimbursed shall constitute a debt owed by Woodland Park School District RE-2 to the Supporting All Our Schools Reimbursement Fund.

- B. Within thirty (30) days after written notice from the Third-Party Administrator, the School District shall either: repay the improperly reimbursed amount to the Fund; or provide documentation demonstrating that the reimbursement was proper.
- C. If repayment is not made within sixty (60) days after final determination by the Third-Party Administrator, the Administrator may offset the amount owed against any future reimbursement requests approved under this Ordinance until the full amount has been recovered.
- D. The City may pursue any lawful civil remedies available to recover improperly reimbursed monies if offset is insufficient or unavailable.
- E. Nothing in this Section shall prohibit correction of clerical or accounting errors without requiring formal repayment where the error can be corrected by adjustment of a subsequent reimbursement.

3.08.408. Quarterly Public Report.

Not later than March 31, June 30, September 30, and December 31 of each year, the Third-Party Administrator shall publish a report including:

- 1. tax revenue collected;
- 2. investment earnings;
- 3. beginning and ending fund balance;
- 4. copies of the independent audit;
- 5. description of projects reimbursed;
- 6. COP payments reimbursed.

3.08.409 405. Five-Year Sunset and Reauthorization.

- A. The authority to collect the tax imposed by this Ordinance shall expire on December 31 of the fifth calendar year following its effective date unless reauthorized by a majority of City electors voting on the question at a regular municipal election or other election authorized by law.
- B. The City Council shall submit the question of reauthorization to the electors prior to expiration. If reauthorization is approved, collection shall continue for an additional five-year period.
- C. If reauthorization is not approved tax collection shall terminate; remaining fund balances shall continue to be administered under this Ordinance until fully expended on eligible reimbursements, and no remaining balance shall revert to the City's General Fund.

3.08.410 406. No City Ownership.

Nothing in this Ordinance shall transfer ownership of School District property, create City responsibility for maintenance, create a joint venture, or authorize City management of School District facilities.

Section 4. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

Section 5. The codifier of the City's Municipal Code, Municipal Code Corporation, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Woodland Park Municipal Code.

Section 6. **Referral to Voters.** The City Clerk shall take such steps as necessary to see that this ordinance is presented to City voters at a City special election to be held on November 3, 2026, and conducted by the Teller County Clerk as a coordinated election.

Section 7. **Ballot Title.** The ballot title for the ordinance shall be as follows:

SHALL WOODLAND PARK'S SALES TAXES BE INCREASED BY \$805,306.75 ANNUALLY, COMMENCING JANUARY 1, 2027, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FROM A .25% (ONE-QUARTER OF ONE PERCENT) SALES TAX INCREASE, TO BE SPENT AS A VOTER APPROVED REVENUE CHANGE AND AS AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY, TO ASSIST ~~PERMIT REIMBURSEMENT OF~~ WOODLAND PARK SCHOOL DISTRICT RE-2 ~~FOR~~ WITH PAYMENTS OF EXISTING CERTIFICATE OF PARTICIPATION DEBT?

Section 8. **Effective Date.** Sections 2 and 3 of this ordinance shall take effect upon approval by a majority of those voting on the question at the City special election held on November 3, 2026. This remainder of this ordinance shall be in full force and effect upon its publication as required by law.

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

City of Woodland Park

George Jones, Mayor

ATTEST:

City Clerk, Monica Mendoza