



City of Woodland Park
City Council Agenda
December 17, 2020

7:00 PM
VIA ZOOM

The Woodland Park City Council is pleased to have residents of the community take time to attend City Council Meetings. Attendance and participation is encouraged. Individuals wishing to be heard during Public Hearing proceedings are encouraged to be prepared and will generally be limited to five (5) minutes in order to allow everyone the opportunity to be heard. **PUBLIC COMMENTS ARE EXPECTED TO BE CONSTRUCTIVE.** ¹ Questions raised on non-agenda items may be answered at a later date by letter in order to facilitate proper research.

PLEASE SIGN IN TO SPEAK ON A PARTICULAR AGENDA ITEM

Written comments are welcome and should be given to the City Clerk prior to the start of the meeting. Written materials will not be accepted during regular agenda items in the interest of time.

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Council discussion on realigning and reappointment of Council Liaison Assignments.
Presenter: Mayor Val Carr

4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**

5. **CONSENT CALENDAR**

All matters listed under Consent Calendar are considered routine business by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Calendar and considered separately.

- A. Approve November 2020 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. **(A)** *Presenter: Finance Director, Emily Katsimpalis*
- B. To approve the construction contract with Kimley-Horn and Associates, Inc. in the amount of \$83,000 as presented, provide authorization for the Mayor to sign said contract, and authorize the Public Works Director to prepare the Notice of Award and to negotiate and approve change orders up to an amount not to exceed 10% of the contract price. **(A)**
Presenter: Public Works Director, Robyn Brown
- C. To approve the construction contract with Kimley-Horn and Associates, Inc in the amount of \$152,500 as presented, provide authorization for the Mayor to sign said contract, and authorize the Public Works Director to prepare the Notice of Award and to negotiate and approve change orders up to an amount not to exceed 10% of the contract price. **(A)**
Presenter: Public Works Director, Robyn Brown

6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA** ¹

7. **UNFINISHED BUSINESS**

(Public Comment may be heard ¹)

- A. To approve the Logan Simpson professional services contract to complete the 2021 Comprehensive Plan update and land use code review. **(A)**
Presenter: Planning Director Sally Riley

7. **ORDINANCES ON INITIAL POSTING**

(Public comment may be heard ¹)

- A. Consider Ordinance No. 1389, Series 2020 on first reading to amend Section 2.44.020 B. and to amend the Historical Preservation Committee Bylaws, specifically, Article II - Membership, Section 2: Appointment and Term of Office to establish four-year terms and set the public hearing for January 7th. **(L)**
Presenter: Planning Director Sally Riley

8. PUBLIC HEARINGS

(Public comment may be heard ¹)

- A.** Approve Ordinance No. 1386, Series 2020 AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR FOR GENERAL FUND (100). **(A)**

Presenter: Finance Director Emily Katsimpalis

- B.** Approve Ordinance No. 1387, Series 2020 AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100). **(A)**

Presenter: Finance Director Emily Katsimpalis

10. NEW BUSINESS

(Public comment may be heard ¹)

- A.** None

11. REPORTS

(Public comment not necessary)

Mayor's Report

- A.** Council Reports
- B.** City Attorney's Report
- C.** City Manager's Report
 - i. October 2020 Sales Tax Report

Presenter: Finance Director Emily Katsimpalis

12. EXECUTIVE SESSION: None

13. ADJOURNMENT

****Per Ordinance No. 1363, Series 2020 posted on the City Website 12/10/2020**

¹

Public comment is intended for the community to provide feedback to the City Council. In an effort to facilitate a productive meeting, we urge everyone to strive to be respectful of one another. Public Comment is not intended to be a platform for argument or abrasive conduct. City Council and staff will take note of your concerns and comments and will work towards providing a response at a later time as appropriate. We ask that you state your name and municipality of residence before you begin your comments. Comments will be limited to 5 minutes. We appreciate your assistance in creating an atmosphere of civility as we all work together for the betterment of our community.



City of Woodland Park Staff Report for City Council

Meeting Date: December 17, 2020

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
5B	Finance	Emily Katsimpalis Finance Director

ITEM:

November Statement of Expenditures

BACKGROUND:

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

DISCUSSION:

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

Summary

November

Accounts Payable CHECKS	\$	279,644.41
Payroll CHECKS		516,114.70
2015 GF Revenue Bonds WIRE		549,943.75
Cigna health insurance EFT		81,602.48
Vectra Visa credit card EFT		<u>8,286.67</u>
Total	\$	<u><u>1,435,592.01</u></u>

There were no Elected Officials expenditures for November 2020.

STAFF RECOMMENDATION:

Approve November 2020 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

City of Woodland Park
Year End Payment Register

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
For Bank Account: 1 VECTRA BANK COLORADO ACCOUNTS PAYABLE (719)687-9246											
110924	CHK	A	AIS SPECIALTY PRODUCTS, INC	3074	1	1,152.00	0.00	1,152.00	2020-11-05		41129
			HAND SANITIZER & MASKS	PS1368304		1,152.00	0.00	1,152.00			
110925	CHK	A	AMERICAN FLAGS	5243	1	40.85	0.00	40.85	2020-11-05	VOID	41129
			VETERANS FLAG - LIONS PARK	176298		40.85	0.00	40.85			
110926	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	2020-11-05		41129
			ACCOUNT SUPPORT SERVICES	10302020		840.00	0.00	840.00			
110927	CHK	A	CDW GOVERNMENT, INC.	2302	1	13,657.45	0.00	13,657.45	2020-11-05		41129
			MICROSOFT & ADOBE LICENSES	ZWM4904		13,657.45	0.00	13,657.45			
110928	CHK	A	CENTURYLINK	4342	4	558.40	0.00	558.40	2020-11-05		41129
			10/2020 CHARGES	10252020		558.40	0.00	257.30			
			10/2020 CHARGES	10252020		558.40	0.00	49.96			
			10/2020 CHARGES	10252020		558.40	0.00	113.26			
			10/2020 CHARGES	10252020		558.40	0.00	137.88			
110929	CHK	A	CHAD MILDBRANDT	5159	1	90.00	0.00	90.00	2020-11-05		41129
			BARTENDING - UPCC	11022020		90.00	0.00	90.00			
110930	CHK	A	CINTAS FIRE PROTECTION	3604	2	460.00	0.00	460.00	2020-11-05		41129
			FIRE INSPECTION - WAC	0F47556260		320.00	0.00	320.00			
			INSPECTION - SPRINKLER SYSTEM	0F47556485		140.00	0.00	140.00			
110931	CHK	A	COLORADO CANYON SIGNS	115	1	195.00	0.00	195.00	2020-11-05		41129
			BANNER	21680		195.00	0.00	195.00			
110932	CHK	A	DELL MARKETING L.P.	1192	5	31,563.17	0.00	31,563.17	2020-11-05		41129
			COMPUTERS, HARDWARE, WEB CAM	10418682281		21,884.28	0.00	21,884.28			
			CABLE - METER KIT	10419375711		216.48	0.00	216.48			
			20 DELL DOCKS	10424479470		4,019.40	0.00	4,019.40			
			21 HEADSETS	10430629511		5,133.03	0.00	5,133.03			
			SYSTEM SERVICE TAGS	10431722518		309.98	0.00	309.98			
110933	CHK	A	DOCUMART COPIES & PRINTING	3252	1	20.00	0.00	20.00	2020-11-05		41129
			BUSINESS CARDS - LAWSON	364291		20.00	0.00	20.00			
110934	CHK	A	ENGER, JANE	3876	1	97.75	0.00	97.75	2020-11-05		41129
			INSTRUCTOR - P&R	11022020		97.75	0.00	97.75			
110935	CHK	A	GRAINGER INC.	282	2	225.03	0.00	225.03	2020-11-05		41129
			SUPPLIES - WWTP	9683403555		187.24	0.00	187.24			
			SUPPLIES - WWTP	9686550501		37.79	0.00	37.79			
110936	CHK	A	KS STATEBANK	5217	1	377.98	0.00	377.98	2020-11-05		41129
			KYOCERA COPIER CONTRACT	11252020		377.98	0.00	377.98			
110937	CHK	A	LAW FIRM OF SUZANNE M. ROGERS,	5054	1	3,185.60	0.00	3,185.60	2020-11-05		41129
			10/2020 LEGAL SERVICES	11042020		3,185.60	0.00	3,185.60			
110938	CHK	A	LEWAN & ASSOCIATES, INC.	398	1	1,318.79	0.00	1,318.79	2020-11-05		41129
			10/2020-11/2020 USAGE	IN1152886		1,318.79	0.00	1,318.79			
110939	CHK	A	MCDANIEL, KANDY	4750	1	98.71	0.00	98.71	2020-11-05		41129

City of Woodland Park
Year End Payment Register

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			REIMBURSEMENT - HALLOWEEN	1027		98.71	0.00	98.71			
110940	CHK	A	IMAGE BEARERS CLEANING, LLC	1	1	41.94	0.00	41.94	2020-11-05		41129
			REIMB.BATTERIES COVID EXPENSE	10262020		41.94	0.00	41.94			
110941	CHK	A	MARGARET & JOHANNA STEELE	1	1	17.44	0.00	17.44	2020-11-05		41129
			UTILITY DEPOSIT REFUND	1391.03		17.44	0.00	17.44			
110942	CHK	A	CHRISTOPHER MANKA	1	1	33.92	0.00	33.92	2020-11-05		41129
			UTILITY REFUND	4696.08		33.92	0.00	33.92			
110943	CHK	A	LINDY & RYAN MULLIN	1	1	61.65	0.00	61.65	2020-11-05		41129
			UTILITY REFUND	5279.08		61.65	0.00	61.65			
110944	CHK	A	NANCY WAGONER	1	1	58.54	0.00	58.54	2020-11-05		41129
			UTILITY REFUND	930.05		58.54	0.00	58.54			
110945	CHK	A	MISSION COMMUNICATIONS,LLC	4748	1	1,318.20	0.00	1,318.20	2020-11-05		41129
			ANNUAL SERVICE - WWTP	1045770		1,318.20	0.00	1,318.20			
110946	CHK	A	NAPA AUTO PARTS	2048	3	1,355.58	0.00	1,355.58	2020-11-05		41129
			10/2020 CHARGES	10312020		1,355.58	0.00	188.97			
			10/2020 CHARGES	10312020		1,355.58	0.00	4.18			
			10/2020 CHARGES	10312020		1,355.58	0.00	1,162.43			
110947	CHK	A	NEW PIG CORP.	1429	1	288.49	0.00	288.49	2020-11-05		41129
			MAT - WWTP	4911106-00		288.49	0.00	288.49			
110948	CHK	A	NORTHERN SAFETY &INDUSTRIAL CO	2417	2	242.77	0.00	242.77	2020-11-05		41129
			SAFETY SUPPLIES - F/S	904179770		242.77	0.00	157.80			
			SAFETY SUPPLIES - F/S	904179770		242.77	0.00	84.97			
110949	CHK	A	OVERHEAD DOOR CORPORATION	5126	1	135.00	0.00	135.00	2020-11-05		41129
			12 FOOT DOOR	18454305		135.00	0.00	135.00			
110950	CHK	A	PEAK INTERNET	3141	6	19,291.79	0.00	19,291.79	2020-11-05		41129
			11/2020 CHARGES	132696		15,806.36	0.00	1,156.48			
			11/2020 CHARGES	132696		15,806.36	0.00	800.00			
			11/2020 CHARGES	132696		15,806.36	0.00	800.00			
			11/2020 CHARGES	132696		15,806.36	0.00	13,049.88			
			11/2020 CHARGES	132697		3,425.48	0.00	3,425.48			
			11/2020 CHARGES	335342		59.95	0.00	59.95			
110951	CHK	A	POTESTIO BROTHERS EQUIP INC	2312	1	19.95	0.00	19.95	2020-11-05		41129
			EDGER BLADES	7729P		19.95	0.00	19.95			
110952	CHK	A	QUADIEN FINANCE USA, INC	5204	1	500.00	0.00	500.00	2020-11-05		41129
			POSTAGE METER REFILL	10282020		500.00	0.00	500.00			
110953	CHK	A	RAMPART SUPPLY, INC.	528	1	48.51	0.00	48.51	2020-11-05		41129
			SUPPLIES - B&G	2531664-00		48.51	0.00	48.51			
110954	CHK	A	ROSZCZEWSKI, ALICE JEAN	4440	1	213.75	0.00	213.75	2020-11-05		41129
			INSTRUCTOR - DOG TRAINING	10282020		213.75	0.00	213.75			
110955	CHK	A	SCHUMACHER'S	561	1	149.95	0.00	149.95	2020-11-05		41129
			#26 - REPAIR	68410		149.95	0.00	149.95			

City of Woodland Park
Year End Payment Register

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
110956	CHK	A	SHERWIN-WILLIAMS	1890	4	480.23	0.00	480.23	2020-11-05		41129
			BERGSTROM PARK REPAIR	5567-2		49.03	0.00	49.03			
			ACM - PAINT - B&G	5660-5		37.74	0.00	37.74			
			ATHLETIC FIELD PAINT	8334-8		369.60	0.00	369.60			
			CITY HALL REPAIR	8401-5		23.86	0.00	23.86			
110957	CHK	A	SUNSTATE EQUIPMENT	2731	1	837.25	0.00	837.25	2020-11-05		41129
			BOOM LIFT RENTAL - B&G	8635261-001		837.25	0.00	837.25			
110958	CHK	A	RED BARON CAR WASH	4191	2	95.60	0.00	95.60	2020-11-05		41129
			09/2020 CHARGES	1731		95.60	0.00	85.60			
			09/2020 CHARGES	1731		95.60	0.00	10.00			
110959	CHK	A	TELLER COUNTY WASTE	4158	5	962.50	0.00	962.50	2020-11-05		41129
			2020 Teller County Waste	10062020		612.50	0.00	149.75			
			2020 Teller County Waste	10062020		612.50	0.00	39.00			
			2020 Teller County Waste	10062020		612.50	0.00	13.75			
			2020 Teller County Waste	10062020		612.50	0.00	410.00			
			10/2020 PORTALET SERVICE	10701		350.00	0.00	350.00			
110960	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	1	797.06	0.00	797.06	2020-11-05		41129
			CHEMICALS - WAC	84182		797.06	0.00	797.06			
110961	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	226.48	0.00	226.48	2020-11-05		41129
			UTILITY LOCATES	220101360		226.48	0.00	79.26			
			UTILITY LOCATES	220101360		226.48	0.00	147.22			
110962	CHK	A	UNITED REPROGRAPHIC SUPPLY	4285	1	98.00	0.00	98.00	2020-11-05		41129
			11/2020 CONTRACT	IN247016		98.00	0.00	98.00			
110963	CHK	A	UNIVAR USA INC.	2762	1	896.14	0.00	896.14	2020-11-05		41129
			CHEMICALS - WWTP	48777375		896.14	0.00	896.14			
110964	CHK	A	UPS STORE #1374	416	3	280.66	0.00	280.66	2020-11-05		41129
			09/2020 CHARGES	100320		159.10	0.00	159.10			
			10/2020 CHARGES	10312020		121.56	0.00	107.55			
			10/2020 CHARGES	10312020		121.56	0.00	14.01			
110965	CHK	A	USA BLUEBOOK	1779	2	1,002.21	0.00	1,002.21	2020-11-05		41129
			JACKETS - WWTP	390476		125.83	0.00	125.83			
			BOOSTER PUMP - F/S	391877		876.38	0.00	876.38			
110966	CHK	A	VERIZON	3856	5	2,803.52	0.00	2,803.52	2020-11-05		41129
			10/2020 CHARGES	9865779773		2,803.52	0.00	86.89			
			10/2020 CHARGES	9865779773		2,803.52	0.00	240.20			
			10/2020 CHARGES	9865779773		2,803.52	0.00	310.16			
			10/2020 CHARGES	9865779773		2,803.52	0.00	1,871.73			
			10/2020 CHARGES	9865779773		2,803.52	0.00	294.54			
110967	CHK	A	WASTE MANAGEMENT WOODLAND PARK	3004	1	245.91	0.00	245.91	2020-11-05		41129
			10/2020 TRASH SERVICE - WWTP	0682735-2517-7		245.91	0.00	245.91			
110968	CHK	A	WAXIE SANITARY SUPPLY	4189	2	599.04	0.00	599.04	2020-11-05		41129
			CUSTODIAL SUPPLIES - B&G	79526319		364.34	0.00	364.34			
			CUSTODIAL SUPPLIES - B&G	79562515		234.70	0.00	234.70			

City of Woodland Park
Year End Payment Register

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
110969	CHK	A	WIN-911 SOFTWARE	5088	1	495.00	0.00	495.00	2020-11-05		41129
			WIN - 911 - 2021 MAINTENANCE	252XT800	20201231	495.00	0.00	495.00			
110970	CHK	A	WIRELESS WATCHDOGS, LLC	5102	1	272.00	0.00	272.00	2020-11-05		41129
			09/2020 MAINTENANCE	IN0078451		272.00	0.00	272.00			
110971	CHK	A	WOODLAND PARK CHAMBER COMMERCE	688	1	8,563.75	0.00	8,563.75	2020-11-05		41129
			4TH Q VISITOR CENTER CONTRACT	22944		8,563.75	0.00	8,563.75			
110972	CHK	A	WOODLAND PARK SCHOOL DIST RE-2	1262	1	265,031.34	0.00	265,031.34	2020-11-05		41129
			09/2020 SALES TAX	11042020		265,031.34	0.00	265,031.34			
110973	CHK	P	PARK STATE BANK & TRUST	487	1	3,197.16	0.00	3,197.16	2020-11-06		41133
			HSA EE Con:1736:264:10/31/20	1736:82		3,197.16	0.00	3,197.16			
110974	CHK	P	PARK STATE BANK & TRUST	4764	2	3,958.42	0.00	3,958.42	2020-11-06		41133
			HSA ID EPB:1736:762:10/31/20	1736:83		1,083.42	0.00	1,083.42			
			HSA FM EPB:1736:763:10/31/20	1736:84		2,875.00	0.00	2,875.00			
43	EFT	A	WEX BANK	5187	1	7,093.95	0.00	7,093.95	2020-11-06	HP	41174
			WEX October 2020	103120		7,093.95	0.00	7,093.95			
110975	CHK	A	AFFORDABLE FLAGS & FIREWORKS	24	2	292.62	0.00	292.62	2020-11-12		41175
			PARTS - B&G	105042		216.72	0.00	216.72			
			PARTS - B&G	105155		75.90	0.00	75.90			
110976	CHK	A	AT&T MOBILITY LLC	5118	1	125.99	0.00	125.99	2020-11-12		41175
			WIRELESS CHARGES	287290137930X10282021		125.99	0.00	125.99			
110977	CHK	A	BANG THE TABLE USA LLC	5244	1	11,500.00	0.00	11,500.00	2020-11-12		41175
			LICENSE & IMPLEMENTATION	INV-0492		11,500.00	0.00	11,500.00			
110978	CHK	A	BENEDETTI, PAUL C.	4038	1	750.00	0.00	750.00	2020-11-12		41175
			LEGAL SERVICES - DDA	10312020		750.00	0.00	750.00			
110979	CHK	A	BIRCHAM'S	75	1	714.29	0.00	714.29	2020-11-12		41175
			10/2020 USAGE	321612		714.29	0.00	714.29			
110980	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	284.60	0.00	284.60	2020-11-12		41175
			UNIFORM - DERRINGTON	20-7997		284.60	0.00	284.60			
110981	CHK	A	CINTAS CORPORATION NO 2	4977	1	61.80	0.00	61.80	2020-11-12		41175
			UNIFORMS - FLEET	4065299012		61.80	0.00	61.80			
110982	CHK	A	CITY OF COLORADO SPRINGS	1916	1	3,330.00	0.00	3,330.00	2020-11-12		41175
			USER RADIO MAINTENANCE	RAD2099		3,330.00	0.00	3,330.00			
110983	CHK	A	CORE & MAIN LP	4980	4	1,487.04	0.00	1,487.04	2020-11-12		41175
			PARTS - F/S	N162794		219.30	0.00	219.30			
			PARTS - F/S	N167819		446.24	0.00	446.24			
			PARTS - F/S	N177124		336.06	0.00	336.06			
			CURB BOX - F/S	N177864		485.44	0.00	485.44			
110984	CHK	A	CPS DISTRIBUTORS, INC	194	1	511.44	0.00	511.44	2020-11-12		41175
			ICE MELT - B&G	0003917393-001		511.44	0.00	511.44			
110985	CHK	A	DANIEL ALVAREZ	5069	1	135.00	0.00	135.00	2020-11-12		41175

City of Woodland Park
Year End Payment Register

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			INTERPRETER	092320DA		135.00	0.00	135.00			
110986	CHK	A	DISCOVERY BENEFITS	3877	1	168.00	0.00	168.00	2020-11-12		41175
			10/2020 COBRA/FSA	0001240449-IN		168.00	0.00	168.00			
110987	CHK	A	HIGH MOUNTAIN MESSENGER LLC	4971	1	50.00	0.00	50.00	2020-11-12		41175
			SPONSORSHIP	12870		50.00	0.00	50.00			
110988	CHK	A	HOME DEPOT CREDIT SERVICES	1758	1	527.18	0.00	527.18	2020-11-12		41175
			10/2020 CHARGES	102920		527.18	0.00	527.18			
110989	CHK	A	IMAGE BEARERS CLEANING LLC	5082	1	3,958.38	0.00	3,958.38	2020-11-12		41175
			CLEANING CONTRACT	2580		3,958.38	0.00	3,958.38			
110990	CHK	A	IREA	343	3	9,087.63	0.00	9,087.63	2020-11-12		41175
			10/2020 ELECTRICAL CHARGES	110320A		9,087.63	0.00	747.63			
			10/2020 ELECTRICAL CHARGES	110320A		9,087.63	0.00	40.23			
			10/2020 ELECTRICAL CHARGES	110320A		9,087.63	0.00	8,299.77			
110991	CHK	A	KENYON, P JORDAN PH.D.	4333	1	500.00	0.00	500.00	2020-11-12		41175
			PRE-EMPLOYMENT PSYCH TEST	2210-5		500.00	0.00	500.00			
110992	CHK	A	L.N. CURTIS & SONS	5123	9	1,729.92	0.00	1,729.92	2020-11-12		41175
			UNIFORM - WPPD	INV432839		301.65	0.00	301.65			
			UNIFORM - WPPD	INV432970		89.20	0.00	89.20			
			UNIFORM - WPPD	INV433420		140.85	0.00	140.85			
			UNIFORM - WPPD	INV434807		36.99	0.00	36.99			
			UNIFORM - WPPD	INV434817		36.99	0.00	36.99			
			UNIFORM - WPPD	INV434835		36.99	0.00	36.99			
			UNIFORM - WPPD	INV435023		73.98	0.00	73.98			
			UNIFORM - WPPD	INV436075		905.00	0.00	905.00			
			UNIFORM - WPPD	INV436086		108.27	0.00	108.27			
110993	CHK	A	MCCANDLESS TRUCK CENTER LLC	2792	1	64.98	0.00	64.98	2020-11-12		41175
			SWEEPER - STREETS	P103069282:01		64.98	0.00	64.98			
110994	CHK	A	PAULA FOX	1	1	550.00	0.00	550.00	2020-11-12		41175
			CEMETERY PLOT REFUND	09152020B		550.00	0.00	550.00			
110995	CHK	A	PURPLE MOUNTAIN HOSPITALITY II	1	1	15,261.40	0.00	15,261.40	2020-11-12		41175
			TIF REIMBURSEMENT	11032020		15,261.40	0.00	15,261.40			
110996	CHK	A	MARILYN GLOVER	1	1	114.20	0.00	114.20	2020-11-12		41175
			RESTITUTION 20AN245	1152020		114.20	0.00	114.20			
110997	CHK	A	DORMAN PROPERTY MGMT	1	1	43.16	0.00	43.16	2020-11-12		41175
			UTILITY REFUND	3357.15		43.16	0.00	43.16			
110998	CHK	A	CYNTHIA MEYER	1	1	270.00	0.00	270.00	2020-11-12		41175
			REFUND - WAC	511		270.00	0.00	270.00			
110999	CHK	A	MARY ANN SPERRY	1	1	225.00	0.00	225.00	2020-11-12		41175
			REFUND - WAC	512		225.00	0.00	225.00			
111000	CHK	A	KRISTINA & JOEL DRYER	1	1	18.65	0.00	18.65	2020-11-12		41175
			UTILITY REFUND	734.06		18.65	0.00	18.65			

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111001	CHK	A	MUNICIPAL CODE CORPORATION	3345	1	950.00	0.00	950.00	2020-11-12		41175
			11/2020-10/2021 ONLINE HOSTING	00351034		950.00	0.00	950.00			
111002	CHK	A	MUTUAL OF OMAHA INSURANCE COMP	5128	1	3,865.95	0.00	3,865.95	2020-11-12		41175
			11/2020 STD, LTD, & LIFE	001133685927		3,865.95	0.00	3,865.95			
111003	CHK	A	O'REILLY AUTOMOTIVE STORES, IN	4531	1	89.46	0.00	89.46	2020-11-12		41175
			10/2020 CHARGES	102820		89.46	0.00	89.46			
111004	CHK	A	PAVEMENT REPAIR & SUPPLIES INC	3202	1	863.00	0.00	863.00	2020-11-12		41175
			PERMA PATCH - STREETS	2020-653		863.00	0.00	863.00			
111005	CHK	A	PIPESTONE EQUIPMENT, LLC	5127	1	423.27	0.00	423.27	2020-11-12		41175
			VALVE - RCV	000010288		423.27	0.00	423.27			
111006	CHK	A	PITNEY BOWES GLOBAL FINANCIAL	2479	1	90.00	0.00	90.00	2020-11-12		41175
			11/2020 POSTAGE - WPPD	3312331992		90.00	0.00	90.00			
111007	CHK	A	REMCO EQUIPMENT CO	534	1	350.09	0.00	350.09	2020-11-12		41175
			SUPPLIES - WTP	24839		350.09	0.00	350.09			
111008	CHK	A	RYDER M JAMES	5247	1	60.00	0.00	60.00	2020-11-12		41175
			OFFICIAL - P&R	11092020		60.00	0.00	60.00			
111009	CHK	A	SCHUMACHER'S	561	1	84.00	0.00	84.00	2020-11-12		41175
			#75 REPAIR	68447		84.00	0.00	84.00			
111010	CHK	A	STANLEY CONVERGENT SECURITY SO	4042	3	376.23	0.00	376.23	2020-11-12		41175
			12/2020 QUONSET	17866559		79.48	0.00	79.48			
			12/2020 MAIN BLDG	17876158		181.24	0.00	181.24			
			12/2020 - FLEET	17881869		115.51	0.00	115.51			
111011	CHK	A	TREATMENT TECH, INC.	1494	1	2,417.00	0.00	2,417.00	2020-11-12		41175
			SODA ASH - WTP	183347		2,417.00	0.00	2,417.00			
111012	CHK	A	VSP-VISION SERVICE PLAN	664	1	879.55	0.00	879.55	2020-11-12		41175
			11/2020 VISION	10182020		879.55	0.00	879.55			
111013	CHK	A	WASTE MANAGEMENT WOODLAND PARK	3004	1	251.46	0.00	251.46	2020-11-12		41175
			11/2020 TRASH SERVICE	0684068-2517-1		251.46	0.00	251.46			
111014	CHK	A	WHISLER INDUSTRIAL SUPPLY	682	2	221.22	0.00	221.22	2020-11-12		41175
			PARTS - F/S	2395680		221.22	0.00	143.80			
			PARTS - F/S	2395680		221.22	0.00	77.42			
111015	CHK	A	WOODLAND HARDWARE & RENTAL	2739	2	1,167.74	0.00	1,167.74	2020-11-12		41175
			10/2020 CHARGES	103120		1,167.74	0.00	941.49			
			10/2020 CHARGES	103120		1,167.74	0.00	226.25			
111016	CHK	A	AIS SPECIALTY PRODUCTS, INC	3074	1	365.00	0.00	365.00	2020-11-19		41195
			OIL ABSORBMENT	PS1370887		365.00	0.00	365.00			
111017	CHK	A	BRADY'S EVERGREEN NURSERY	2421	1	1,020.00	0.00	1,020.00	2020-11-19		41195
			TREES - MEMORIAL PARK	2-117947		1,020.00	0.00	1,020.00			
111018	CHK	A	CARQUEST AUTO PARTS	582	1	119.49	0.00	119.49	2020-11-19		41195
			10/2020 CHARGES	103120		119.49	0.00	119.49			

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111019	CHK	A	CASELLE INC	2356	2	498.00	0.00	498.00	2020-11-19		41195
			12/2020 CONTRACT	105560		498.00	0.00	323.70			
			12/2020 CONTRACT	105560		498.00	0.00	174.30			
111020	CHK	A	CENTURA VENTURES	5095	1	155.00	0.00	155.00	2020-11-19		41195
			PRE-EMPLOYMENT PHYSICAL	272703		155.00	0.00	155.00			
111021	CHK	A	CINTAS CORPORATION NO 2	4977	1	61.80	0.00	61.80	2020-11-19		41195
			UNIFORMS - FLEET	4065911795		61.80	0.00	61.80			
111022	CHK	A	COLORADO ANALYTICAL LAB	4028	1	122.00	0.00	122.00	2020-11-19		41195
			LAB SERVICES - WWTP	201103044		122.00	0.00	122.00			
111023	CHK	A	CREATIVE CONCEPTS OF AMERICA	2676	1	213.90	0.00	213.90	2020-11-19		41195
			UNIFORMS - B&G	2775		213.90	0.00	213.90			
111024	CHK	A	FOXWORTH-GALBRAITH LUMBER CO	96	1	744.71	0.00	744.71	2020-11-19		41195
			10/2020 CHARGES	103120		744.71	0.00	744.71			
111025	CHK	A	GOODBULB LLC	5246	1	363.93	0.00	363.93	2020-11-19		41195
			LIGHT BULBS	20912467		363.93	0.00	363.93			
111026	CHK	A	GRAINGER INC.	282	2	329.24	0.00	329.24	2020-11-19		41195
			SUPPLIES - WWTP	9693623531		267.36	0.00	267.36			
			SUPPLIES - WWTP	9706209583		61.88	0.00	61.88			
111027	CHK	A	HAWKEYE STRIPING	4115	1	2,170.00	0.00	2,170.00	2020-11-19		41195
			REPAINT-SOCCER & BALL FIELD	3392		2,170.00	0.00	2,170.00			
111028	CHK	A	HAWKINS ELECTRICAL SERVICE COM	5242	1	699.94	0.00	699.94	2020-11-19		41195
			REPAIR - SR. CENTER	0981091-IN		699.94	0.00	699.94			
111029	CHK	A	IREA	343	3	17,416.45	0.00	17,416.45	2020-11-19		41195
			11/2020 CHARGES	111020B		17,416.45	0.00	8,886.48			
			11/2020 CHARGES	111020B		17,416.45	0.00	3,257.93			
			11/2020 CHARGES	111020B		17,416.45	0.00	5,272.04			
111030	CHK	A	KROGER-KING SOOPERS CUST CHGS	145	1	118.19	0.00	118.19	2020-11-19		41195
			11/2020 CHARGES	110720		118.19	0.00	118.19			
111031	CHK	A	L.N. CURTIS & SONS	5123	5	506.10	0.00	506.10	2020-11-19		41195
			UNIFORM - WPPD	INV437190		30.00	0.00	30.00			
			UNIFORM - WPPD	INV437504		359.20	0.00	359.20			
			UNIFORM - WPPD	INV437543		12.75	0.00	12.75			
			UNIFORM - WPPD	INV437545		12.75	0.00	12.75			
			UNIFORM - WPPD	INV437925		91.40	0.00	91.40			
111032	CHK	A	LILLIAN URBAN	5248	1	96.00	0.00	96.00	2020-11-19		41195
			OFFICIAL - P&R	10212020		96.00	0.00	96.00			
111033	CHK	A	LOSS, LEEANN	3628	1	266.00	0.00	266.00	2020-11-19		41195
			11/2020 TAE KWON DO	11162020		266.00	0.00	266.00			
111034	CHK	A	LSC TRANSPORTATION CONSULTANTS	4837	1	2,935.00	0.00	2,935.00	2020-11-19		41195
			SH67 TRAFFIC STUDY	59134		2,935.00	0.00	2,935.00			

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111035	CHK	A	MCCANDLESS TRUCK CENTER LLC	2792	2	221.00	0.00	221.00	2020-11-19		41195
			REPAIR	S103015325:01		221.00	0.00	143.65			
			REPAIR	S103015325:01		221.00	0.00	77.35			
111036	CHK	A	AMY JACOB	1	1	241.85	0.00	241.85	2020-11-19		41195
			REIMB. GIFT CARDS-WELLNESS	11052020		241.85	0.00	241.85			
111037	CHK	A	MARGARET KIRKPATRICK	1	1	567.50	0.00	567.50	2020-11-19		41195
			WEDDING RECEPTION REFUND-COVID	11122020		567.50	0.00	567.50			
111038	CHK	A	JOHN S THOMPSON	1	2	806.48	0.00	806.48	2020-11-19		41195
			UTILITY REFUND	3147.04		806.48	0.00	776.08			
			UTILITY REFUND	3147.04		806.48	0.00	30.40			
111039	CHK	A	TASTE OF HOME	1	1	184.00	0.00	184.00	2020-11-19		41195
			INVOICE #1812	43282		184.00	0.00	184.00			
111040	CHK	A	ERIN & RANDY GILEY	1	1	14.22	0.00	14.22	2020-11-19		41195
			UTILITY REFUND	5324.06		14.22	0.00	14.22			
111041	CHK	A	NATIVE SUN CONSTRUCTION	1	1	264.20	0.00	264.20	2020-11-19		41195
			UTILITY REFUND	6029.01		264.20	0.00	264.20			
111042	CHK	A	LORI JOHNSON	1	1	23.19	0.00	23.19	2020-11-19		41195
			UTILITY REFUND	742.03		23.19	0.00	23.19			
111043	CHK	A	ERIE LANDMARK COMPANY	3637	1	224.00	0.00	224.00	2020-11-19		41195
			CORRECTED DEPOT PLAQUE	50244		224.00	0.00	224.00			
111044	CHK	A	SAFETY STATION LLC	4946	1	65.89	0.00	65.89	2020-11-19		41195
			SAFETY ITEMS - B&G	16166B		65.89	0.00	65.89			
111045	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	1	137.78	0.00	137.78	2020-11-19		41195
			EVENTS EXPENSE - UPCC	S32720		137.78	0.00	137.78			
111046	CHK	A	TELLER COUNTY WASTE	4158	1	350.00	0.00	350.00	2020-11-19		41195
			11/2020 PORTALET SERVICE	11295		350.00	0.00	350.00			
111047	CHK	A	THE LOCK SHOP	2431	1	200.00	0.00	200.00	2020-11-19		41195
			REPLACEMENT KEY #40	000800		200.00	0.00	200.00			
111048	CHK	A	THOMAS HOFF & ASSOCIATES	4010	1	175.00	0.00	175.00	2020-11-19		41195
			PRE-EMPLOYMENT POLY	06TH389		175.00	0.00	175.00			
111049	CHK	A	TIAA COMMERCIAL FINANCE, INC	5175	1	1,188.00	0.00	1,188.00	2020-11-19		41195
			KYOCERA RENTAL PAYMENT	7673395		1,188.00	0.00	1,188.00			
111050	CHK	A	TIMBER LINE ELEC/CONTROL CORP	1145	1	18,644.00	0.00	18,644.00	2020-11-19		41195
			SCADA-RTV-PLC UPGRADE	20845		18,644.00	0.00	18,644.00			
111051	CHK	A	TREATMENT TECH, INC.	1494	1	2,417.00	0.00	2,417.00	2020-11-19		41195
			SODA ASH - WTP	183399		2,417.00	0.00	2,417.00			
111052	CHK	A	UCH-MHS	4703	1	874.92	0.00	874.92	2020-11-19		41195
			MED. SERVICES-TAYLOR,RABEKAH D	189300872		874.92	0.00	874.92			
111053	CHK	A	USA BLUEBOOK	1779	1	35.95	0.00	35.95	2020-11-19		41195

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			SAFETY CLOTHING - WWTP	403161		35.95	0.00	35.95			

111054	CHK	A	WASTE MANAGEMENT WOODLAND PARK	3004	1	26.60	0.00	26.60	2020-11-19		41195
			XTRA TRASH SERVICE - STREETS	0005865-2517-2		26.60	0.00	26.60			

111055	CHK	A	WAXIE SANITARY SUPPLY	4189	1	164.25	0.00	164.25	2020-11-19		41195
			CUSTODIAL SUPPLIES - B&G	79596957		164.25	0.00	164.25			

111056	CHK	A	WHISLER INDUSTRIAL SUPPLY	682	1	232.70	0.00	232.70	2020-11-19		41195
			SUPPLIES - WWTP	2396192		232.70	0.00	232.70			

111057	CHK	A	BRIAN E. BUNDY	5208	1	714.00	0.00	714.00	2020-11-19	VOID	41197
			ACCT.SUPPORT SERVICES	11132020		714.00	0.00	714.00			

111058	CHK	A	BRIAN E. BUNDY	5208	1	714.00	0.00	714.00	2020-11-19		41199
			ACCT.SUPPORT SERVICES	11132020		714.00	0.00	714.00			

111059	CHK	P	PARK STATE BANK & TRUST	487	1	3,197.16	0.00	3,197.16	2020-11-20		41208
			HSA EE Con:1741:264:11/14/20	1741:64		3,197.16	0.00	3,197.16			

111060	CHK	A	BLACK HILLS ENERGY	4035	4	7,540.43	0.00	7,540.43	2020-11-23		41211
			November 2020	112020		7,540.43	0.00	1,566.83			
			November 2020	112020		7,540.43	0.00	1,967.15			
			November 2020	112020		7,540.43	0.00	3,522.76			
			November 2020	112020		7,540.43	0.00	483.69			

REGISTER TOTALS			Checks: 136	Voids: 2	202	506,114.70	0.00	506,114.70			
For Bank Account:			99	VECTRA BANK COLORADO/PAYROLL		PAYROLL ACCOUNT (719) 687-9246					
18648	CHK	P	JOHNAVON J ALLISON	1258	1	168.00	12.84	155.16	2020-11-06		41128
18649	CHK	P	MICHAEL LAWSON	5064	1	3,910.31	1,196.67	2,713.64	2020-11-06		41128
18650	CHK	P	JASMIN RIVAS	6877	1	1,499.20	397.42	1,101.78	2020-11-06		41128
18651	CHK	P	JOEL SMITH	7206	1	1,080.00	193.39	886.61	2020-11-06		41128
45482	NOD	P	NINA B ALLMOND	3306	1	2,059.77	701.40	1,358.37	2020-11-06		41128
45483	NOD	P	RUSTY L ANTHONY	1275	1	2,657.90	964.06	1,693.84	2020-11-06		41128
45484	NOD	P	RICHARD L AVERY IV	1293	1	3,112.74	686.93	2,425.81	2020-11-06		41128
45485	NOD	P	JUSTIN R BAADE	1300	1	1,347.05	368.49	978.56	2020-11-06		41128
45486	NOD	P	NADA BAKER	1332	1	1,651.20	467.01	1,184.19	2020-11-06		41128
45487	NOD	P	JEREMY M BARNES	1335	1	2,192.40	869.76	1,322.64	2020-11-06		41128
45488	NOD	P	JOANNA E BARTKO	1339	1	213.50	16.33	197.17	2020-11-06		41128
45489	NOD	P	ROBERT L BRAATZ JR	1421	1	1,819.26	577.64	1,241.62	2020-11-06		41128
45490	NOD	P	TIMOTHY S BRADLEY	1425	1	2,346.98	546.06	1,800.92	2020-11-06		41128
45491	NOD	P	ROBYN BROWN	1452	1	3,577.55	1,648.14	1,929.41	2020-11-06		41128
45492	NOD	P	JUDITH A BUNDY	1473	1	1,752.80	589.72	1,163.08	2020-11-06		41128
45493	NOD	P	DAVID J BURGESS	1472	1	1,930.29	589.36	1,340.93	2020-11-06		41128
45494	NOD	P	KAREN BURSACK	1467	1	618.40	121.38	497.02	2020-11-06		41128
45495	NOD	P	JASON Z CALDWELL	1495	1	1,701.77	574.91	1,126.86	2020-11-06		41128
45496	NOD	P	SUZANNE M CALVIN-YIM	1494	1	248.68	19.03	229.65	2020-11-06		41128
45497	NOD	P	HEATH CARGILL	1504	1	1,649.00	373.79	1,275.21	2020-11-06		41128
45498	NOD	P	KENNETH J CASE	1502	1	2,343.00	1,393.90	949.10	2020-11-06		41128
45499	NOD	P	JANEL CAVILEE	1506	1	2,239.72	446.51	1,793.21	2020-11-06		41128
45500	NOD	P	AYDEN J COLLINGE	1543	1	318.00	52.51	265.49	2020-11-06		41128
45501	NOD	P	KARLA K COLLINS	1533	1	1,338.25	295.83	1,042.42	2020-11-06		41128
45502	NOD	P	MICHAEL CORNELL	1541	1	1,388.38	374.01	1,014.37	2020-11-06		41128
45503	NOD	P	HOPE A COUCH	1524	1	3,089.85	720.13	2,369.72	2020-11-06		41128
45504	NOD	P	DENA M CURRIN	1598	1	2,715.98	1,046.56	1,669.42	2020-11-06		41128
45505	NOD	P	MAXIMILIAN G DALTON	1978	1	1,701.89	456.79	1,245.10	2020-11-06		41128

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45506	NOD	P	CHARLES DAVIS	1979	1	135.00	10.33	124.67	2020-11-06		41128
45507	NOD	P	MILES J DE YOUNG	2010	1	4,221.15	1,491.15	2,730.00	2020-11-06		41128
45508	NOD	P	MANOLO DEJESUS	2011	1	2,410.89	497.36	1,913.53	2020-11-06		41128
45509	NOD	P	BRUCE L DERINGTON	2025	1	2,262.14	582.61	1,679.53	2020-11-06		41128
45510	NOD	P	TARYN DIMARITI	2056	1	1,721.23	413.77	1,307.46	2020-11-06		41128
45511	NOD	P	HUNTER S DRUMMOND	2151	1	109.95	8.41	101.54	2020-11-06		41128
45512	NOD	P	TINA M EDWARDS	2184	1	2,663.95	869.80	1,794.15	2020-11-06		41128
45513	NOD	P	LUCAS J ELLSWORTH	2194	1	1,587.14	512.63	1,074.51	2020-11-06		41128
45514	NOD	P	NICOLE S EVANS	2465	1	1,365.71	433.13	932.58	2020-11-06		41128
45515	NOD	P	SHANNON D EVERHART	2470	1	2,855.29	573.76	2,281.53	2020-11-06		41128
45516	NOD	P	ROBERT FELTS	2536	1	2,676.54	842.05	1,834.49	2020-11-06		41128
45517	NOD	P	CHAD FORSETT	2667	1	1,995.27	559.34	1,435.93	2020-11-06		41128
45518	NOD	P	RYAN J GALBREATH	2989	1	2,143.38	491.11	1,652.27	2020-11-06		41128
45519	NOD	P	BARRY GAMBLIN	3001	1	610.88	86.05	524.83	2020-11-06		41128
45520	NOD	P	GEFFREY V GIDDENS	3025	1	1,527.46	432.61	1,094.85	2020-11-06		41128
45521	NOD	P	ESPERANZA GIPSON	3067	1	174.00	20.10	153.90	2020-11-06		41128
45522	NOD	P	ANDREW HEINTZELMAN	3367	1	1,547.17	493.28	1,053.89	2020-11-06		41128
45523	NOD	P	BEVERLY A HODGES	4425	1	1,896.36	565.62	1,330.74	2020-11-06		41128
45524	NOD	P	RYAN P HOLZWARTH	3434	1	3,248.86	1,231.73	2,017.13	2020-11-06		41128
45525	NOD	P	CHRISTINE A HUBER	3600	1	1,587.11	501.04	1,086.07	2020-11-06		41128
45526	NOD	P	DOROTHY E HUBER	3601	1	2,441.30	1,036.06	1,405.24	2020-11-06		41128
45527	NOD	P	LISA A IVEY	3805	1	1,872.10	413.68	1,458.42	2020-11-06		41128
45528	NOD	P	MARY J JACKSON	3897	1	1,054.00	306.59	747.41	2020-11-06		41128
45529	NOD	P	AMY K JACOB	3885	1	2,203.06	839.28	1,363.78	2020-11-06		41128
45530	NOD	P	GRACE JOHNSON	3969	1	1,694.40	425.52	1,268.88	2020-11-06		41128
45531	NOD	P	EMILY KATSIMPALIS	3989	1	3,577.32	1,148.28	2,429.04	2020-11-06		41128
45532	NOD	P	CYNTHIA K KEATING	4200	1	3,577.32	1,215.91	2,361.41	2020-11-06		41128
45533	NOD	P	KAIDEN KENYON	4208	1	228.00	31.62	196.38	2020-11-06		41128
45534	NOD	P	SUZANNE LECLERCQ	4699	1	3,577.32	2,102.81	1,474.51	2020-11-06		41128
45535	NOD	P	JENNIFER LEHTINEN	4703	1	1,547.20	474.22	1,072.98	2020-11-06		41128
45536	NOD	P	ANDREW A LEIBBRAND	4702	1	3,248.86	857.12	2,391.74	2020-11-06		41128
45537	NOD	P	ROBIN D LINDBERG	4790	1	1,882.28	522.72	1,359.56	2020-11-06		41128
45538	NOD	P	REBECCA A LOY	4835	1	235.56	18.02	217.54	2020-11-06		41128
45539	NOD	P	ROBERT G LUCE	4855	1	513.60	40.28	473.32	2020-11-06		41128
45540	NOD	P	MARK W MACKEL	5010	1	2,671.50	1,171.00	1,500.50	2020-11-06		41128
45541	NOD	P	ELIZABETH A MCCLINTOCK	5044	1	917.61	119.65	797.96	2020-11-06		41128
45542	NOD	P	DAVID MCCORMICK	5043	1	1,980.67	470.51	1,510.16	2020-11-06		41128
45543	NOD	P	KANDY L MCDANIEL	5055	1	1,547.17	524.14	1,023.03	2020-11-06		41128
45544	NOD	P	MICHAEL G MCDANIEL	5056	1	3,091.46	939.48	2,151.98	2020-11-06		41128
45545	NOD	P	KENNETH J MERENDA	5158	1	247.52	18.93	228.59	2020-11-06		41128
45546	NOD	P	BRITTANY MEYERS	5161	1	531.85	40.68	491.17	2020-11-06		41128
45547	NOD	P	JASON E MEYERS	5160	1	4,713.66	1,501.37	3,212.29	2020-11-06		41128
45548	NOD	P	CHAD M MILD BRANDT	5172	1	387.36	32.63	354.73	2020-11-06		41128
45549	NOD	P	CHRIS E MOORE	5200	1	1,537.00	317.04	1,219.96	2020-11-06		41128
45550	NOD	P	LAWRENCE W NORQUIST	5606	1	1,995.65	559.47	1,436.18	2020-11-06		41128
45551	NOD	P	ALEXANDER OFFUTT	5690	1	1,312.14	342.84	969.30	2020-11-06		41128
45552	NOD	P	LORETTA PELLEGRINO	6190	1	2,907.80	825.51	2,082.29	2020-11-06		41128
45553	NOD	P	PHILIP K PYLES	6700	1	2,340.49	696.35	1,644.14	2020-11-06		41128
45554	NOD	P	LEVENTE RACZ	6719	1	2,004.54	609.97	1,394.57	2020-11-06		41128
45555	NOD	P	EUGENE A RAMIREZ	6722	1	2,688.26	892.06	1,796.20	2020-11-06		41128
45556	NOD	P	JOSEF P RICHARDSON	6782	1	638.38	469.25	169.13	2020-11-06		41128
45557	NOD	P	SALLY W RILEY	6800	1	3,832.10	1,363.70	2,468.40	2020-11-06		41128
45558	NOD	P	IVAN RODRIGUEZ	3372	1	2,325.70	535.28	1,790.42	2020-11-06		41128
45559	NOD	P	CRYSTAL ROE	6906	1	2,076.92	558.60	1,518.32	2020-11-06		41128
45560	NOD	P	MITCHELL L ROTH	6903	1	1,683.20	524.64	1,158.56	2020-11-06		41128
45561	NOD	P	ALLY RUSSO	6966	1	348.00	35.28	312.72	2020-11-06		41128
45562	NOD	P	JEFFREY SANCHEZ	6974	1	2,296.21	945.65	1,350.56	2020-11-06		41128

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
45563	NOD	P	DAVID J SAUER	6988	1	1,303.07	471.50	831.57	2020-11-06		41128
45564	NOD	P	KELLY A SIMPKINS	7193	1	2,059.77	1,022.44	1,037.33	2020-11-06		41128
45565	NOD	P	JOHN M SOCZEK	7227	1	2,262.14	795.28	1,466.86	2020-11-06		41128
45566	NOD	P	RYAN M SQUIRES	7276	1	1,640.88	386.79	1,254.09	2020-11-06		41128
45567	NOD	P	DANIEL L STOVER	7430	1	2,808.92	1,060.96	1,747.96	2020-11-06		41128
45568	NOD	P	KYLE D STROM	7447	1	2,011.15	569.70	1,441.45	2020-11-06		41128
45569	NOD	P	DARRIN K TANGEMAN	7477	1	5,918.36	1,707.59	4,210.77	2020-11-06		41128
45570	NOD	P	JENNIFER K TOBIAS	4205	1	2,262.14	879.27	1,382.87	2020-11-06		41128
45571	NOD	P	DARREN TRAYLOR RIVERA	7766	1	2,150.86	732.18	1,418.68	2020-11-06		41128
45572	NOD	P	KRISTOFER L TROEGER	7777	1	1,762.28	576.47	1,185.81	2020-11-06		41128
45573	NOD	P	STEVEN E VARNER	8316	1	2,262.14	518.38	1,743.76	2020-11-06		41128
45574	NOD	P	ERIKA D VIDA	8355	1	2,651.30	769.93	1,881.37	2020-11-06		41128
45575	NOD	P	COURTNEY C WADHAM	8475	1	2,475.83	561.09	1,914.74	2020-11-06		41128
45576	NOD	P	JOE WAGNER	8597	1	1,527.46	286.19	1,241.27	2020-11-06		41128
45577	NOD	P	LAWRENCE E WATTERS	8600	1	3,607.52	1,274.99	2,332.53	2020-11-06		41128
45578	NOD	P	LAINE M WILBERDING	8743	1	694.94	172.03	522.91	2020-11-06		41128
45579	NOD	P	HARRY H WILEY IV	8744	1	4,525.11	1,995.95	2,529.16	2020-11-06		41128
45580	NOD	P	AMY C WOLIN	8800	1	350.75	27.84	322.91	2020-11-06		41128
45581	NOD	P	MATT ZIMMERMAN	9020	1	1,479.61	382.76	1,096.85	2020-11-06		41128
18652	CHK	P	JOHNAVON J ALLISON	1258	1	42.00	3.22	38.78	2020-11-20		41193
18653	CHK	P	JOEL SMITH	7206	1	972.00	167.16	804.84	2020-11-20		41193
45582	NOD	P	NINA B ALLMOND	3306	1	2,059.77	701.39	1,358.38	2020-11-20		41193
45583	NOD	P	RUSTY L ANTHONY	1275	1	2,561.84	940.62	1,621.22	2020-11-20		41193
45584	NOD	P	RICHARD L AVERY IV	1293	1	2,532.86	561.45	1,971.41	2020-11-20		41193
45585	NOD	P	JUSTIN R BAADE	1300	1	1,272.60	359.08	913.52	2020-11-20		41193
45586	NOD	P	NADA BAKER	1332	1	1,224.16	345.30	878.86	2020-11-20		41193
45587	NOD	P	JEREMY M BARNES	1335	1	2,192.40	869.75	1,322.65	2020-11-20		41193
45588	NOD	P	JOANNA E BARTKO	1339	1	149.45	11.44	138.01	2020-11-20		41193
45589	NOD	P	ROBERT L BRAATZ JR	1421	1	1,819.26	577.65	1,241.61	2020-11-20		41193
45590	NOD	P	TIMOTHY S BRADLEY	1425	1	2,262.14	522.16	1,739.98	2020-11-20		41193
45591	NOD	P	ROBYN BROWN	1452	1	3,577.55	1,648.14	1,929.41	2020-11-20		41193
45592	NOD	P	JUDITH A BUNDY	1473	1	1,752.81	581.83	1,170.98	2020-11-20		41193
45593	NOD	P	DAVID J BURGESS	1472	1	1,930.29	589.35	1,340.94	2020-11-20		41193
45594	NOD	P	KAREN BURSACK	1467	1	618.40	121.37	497.03	2020-11-20		41193
45595	NOD	P	JASON Z CALDWELL	1495	1	1,701.77	574.90	1,126.87	2020-11-20		41193
45596	NOD	P	SUZANNE M CALVIN-YIM	1494	1	228.38	17.47	210.91	2020-11-20		41193
45597	NOD	P	HEATH CARGILL	1504	1	1,649.00	373.78	1,275.22	2020-11-20		41193
45598	NOD	P	KENNETH J CASE	1502	1	2,343.00	1,393.90	949.10	2020-11-20		41193
45599	NOD	P	JANEL CAVILEE	1506	1	2,028.41	392.31	1,636.10	2020-11-20		41193
45600	NOD	P	AYDEN J COLLINGE	1543	1	321.00	53.04	267.96	2020-11-20		41193
45601	NOD	P	KARLA K COLLINS	1533	1	1,205.75	263.81	941.94	2020-11-20		41193
45602	NOD	P	MICHAEL CORNELL	1541	1	1,276.25	343.08	933.17	2020-11-20		41193
45603	NOD	P	HOPE A COUCH	1524	1	2,593.90	638.02	1,955.88	2020-11-20		41193
45604	NOD	P	DENA M CURRIN	1598	1	3,204.30	1,082.82	2,121.48	2020-11-20		41193
45605	NOD	P	MAXIMILIAN G DALTON	1978	1	1,759.91	466.11	1,293.80	2020-11-20		41193
45606	NOD	P	CHARLES DAVIS	1979	1	288.00	24.03	263.97	2020-11-20		41193
45607	NOD	P	MILES J DE YOUNG	2010	1	4,221.15	1,491.15	2,730.00	2020-11-20		41193
45608	NOD	P	MANOLO DEJESUS	2011	1	2,265.51	452.34	1,813.17	2020-11-20		41193
45609	NOD	P	BRUCE L DERINGTON	2025	1	2,262.14	581.45	1,680.69	2020-11-20		41193
45610	NOD	P	TARYN DIMARITI	2056	1	1,643.87	388.61	1,255.26	2020-11-20		41193
45611	NOD	P	HUNTER S DRUMMOND	2151	1	207.55	15.88	191.67	2020-11-20		41193
45612	NOD	P	TINA M EDWARDS	2184	1	2,663.95	869.79	1,794.16	2020-11-20		41193
45613	NOD	P	LUCAS J ELLSWORTH	2194	1	1,587.14	512.62	1,074.52	2020-11-20		41193
45614	NOD	P	NICOLE S EVANS	2465	1	1,365.71	433.12	932.59	2020-11-20		41193
45615	NOD	P	SHANNON D EVERHART	2470	1	2,262.14	477.85	1,784.29	2020-11-20		41193
45616	NOD	P	ROBERT FELTS	2536	1	2,262.55	742.12	1,520.43	2020-11-20		41193
45617	NOD	P	CHAD FORSETT	2667	1	1,995.27	559.34	1,435.93	2020-11-20		41193

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
45618	NOD	P	RYAN J GALBREATH	2989	1	2,344.31	559.76	1,784.55	2020-11-20		41193
45619	NOD	P	BARRY GAMBLIN	3001	1	610.88	86.05	524.83	2020-11-20		41193
45620	NOD	P	GEFFREY V GIDDENS	3025	1	1,276.25	371.25	905.00	2020-11-20		41193
45621	NOD	P	ESPERANZA GIPSON	3067	1	258.00	38.91	219.09	2020-11-20		41193
45622	NOD	P	ANDREW HEINTZELMAN	3367	1	1,547.17	493.28	1,053.89	2020-11-20		41193
45623	NOD	P	BEVERLY A HODGES	4425	1	1,896.36	565.62	1,330.74	2020-11-20		41193
45624	NOD	P	RYAN P HOLZWARTH	3434	1	3,248.86	1,231.73	2,017.13	2020-11-20		41193
45625	NOD	P	CHRISTINE A HUBER	3600	1	1,580.00	491.83	1,088.17	2020-11-20		41193
45626	NOD	P	DOROTHY E HUBER	3601	1	2,998.29	1,200.31	1,797.98	2020-11-20		41193
45627	NOD	P	LISA A IVEY	3805	1	1,808.29	393.52	1,414.77	2020-11-20		41193
45628	NOD	P	MARY J JACKSON	3897	1	1,073.34	312.24	761.10	2020-11-20		41193
45629	NOD	P	AMY K JACOB	3885	1	2,203.06	839.27	1,363.79	2020-11-20		41193
45630	NOD	P	GRACE JOHNSON	3969	1	1,694.40	425.53	1,268.87	2020-11-20		41193
45631	NOD	P	EMILY KATSIMPALIS	3989	1	3,577.32	1,148.30	2,429.02	2020-11-20		41193
45632	NOD	P	CYNTHIA K KEATING	4200	1	3,577.32	1,215.91	2,361.41	2020-11-20		41193
45633	NOD	P	KAIDEN KENYON	4208	1	274.08	42.76	231.32	2020-11-20		41193
45634	NOD	P	MICHAEL LAWSON	5064	1	3,910.31	1,014.20	2,896.11	2020-11-20		41193
45635	NOD	P	SUZANNE LECLERCQ	4699	1	3,577.32	1,275.84	2,301.48	2020-11-20		41193
45636	NOD	P	JENNIFER LEHTINEN	4703	1	1,547.20	467.56	1,079.64	2020-11-20		41193
45637	NOD	P	ANDREW A LEIBBRAND	4702	1	3,248.86	857.13	2,391.73	2020-11-20		41193
45638	NOD	P	ROBIN D LINDBERG	4790	1	2,085.49	591.85	1,493.64	2020-11-20		41193
45639	NOD	P	MARK W MACKEL	5010	1	2,671.50	1,174.35	1,497.15	2020-11-20		41193
45640	NOD	P	ELIZABETH A MCCLINTOCK	5044	1	564.68	47.19	517.49	2020-11-20		41193
45641	NOD	P	DAVID MCCORMICK	5043	1	1,909.06	449.72	1,459.34	2020-11-20		41193
45642	NOD	P	KANDY L MCDANIEL	5055	1	1,605.19	541.12	1,064.07	2020-11-20		41193
45643	NOD	P	MICHAEL G MCDANIEL	5056	1	3,645.86	1,003.00	2,642.86	2020-11-20		41193
45644	NOD	P	KENNETH J MERENDA	5158	1	167.44	12.82	154.62	2020-11-20		41193
45645	NOD	P	BRITTANY MEYERS	5161	1	241.75	18.50	223.25	2020-11-20		41193
45646	NOD	P	JASON E MEYERS	5160	1	8,393.94	2,987.23	5,406.71	2020-11-20		41193
45647	NOD	P	CHAD M MILDBRANDT	5172	1	387.36	32.63	354.73	2020-11-20		41193
45648	NOD	P	CHRIS E MOORE	5200	1	881.13	158.15	722.98	2020-11-20		41193
45649	NOD	P	LAWRENCE W NORQUIST	5606	1	1,995.65	559.46	1,436.19	2020-11-20		41193
45650	NOD	P	ALEXANDER OFFUTT	5690	1	1,276.25	333.81	942.44	2020-11-20		41193
45651	NOD	P	LORETTA PELLEGRINO	6190	1	2,907.80	825.53	2,082.27	2020-11-20		41193
45652	NOD	P	PHILIP K PYLES	6700	1	2,340.49	696.34	1,644.15	2020-11-20		41193
45653	NOD	P	LEVENTE RACZ	6719	1	1,909.06	586.41	1,322.65	2020-11-20		41193
45654	NOD	P	EUGENE A RAMIREZ	6722	1	2,688.26	892.05	1,796.21	2020-11-20		41193
45655	NOD	P	JOSEF P RICHARDSON	6782	1	765.98	546.11	219.87	2020-11-20		41193
45656	NOD	P	SALLY W RILEY	6800	1	3,832.10	1,366.06	2,466.04	2020-11-20		41193
45657	NOD	P	JASMIN RIVAS	6877	1	1,499.20	397.42	1,101.78	2020-11-20		41193
45658	NOD	P	IVAN RODRIGUEZ	3372	1	2,422.60	524.47	1,898.13	2020-11-20		41193
45659	NOD	P	CRYSTAL ROE	6906	1	2,141.82	580.86	1,560.96	2020-11-20		41193
45660	NOD	P	MITCHELL L ROTH	6903	1	1,683.20	524.63	1,158.57	2020-11-20		41193
45661	NOD	P	ALLY RUSSO	6966	1	417.00	50.44	366.56	2020-11-20		41193
45662	NOD	P	JEFFREY SANCHEZ	6974	1	3,173.49	1,104.64	2,068.85	2020-11-20		41193
45663	NOD	P	DAVID J SAUER	6988	1	1,303.07	471.51	831.56	2020-11-20		41193
45664	NOD	P	KELLY A SIMPKINS	7193	1	2,059.77	1,022.43	1,037.34	2020-11-20		41193
45665	NOD	P	DORIE D SLAUGHTER	7198	1	733.82	227.75	506.07	2020-11-20		41193
45666	NOD	P	JOHN M SOCZEK	7227	1	2,262.14	795.28	1,466.86	2020-11-20		41193
45667	NOD	P	RYAN M SQUIRES	7276	1	1,640.88	386.80	1,254.08	2020-11-20		41193
45668	NOD	P	DANIEL L STOVER	7430	1	2,808.92	1,060.96	1,747.96	2020-11-20		41193
45669	NOD	P	KYLE D STROM	7447	1	1,870.81	536.11	1,334.70	2020-11-20		41193
45670	NOD	P	DARRIN K TANGEMAN	7477	1	5,918.36	1,751.17	4,167.19	2020-11-20		41193
45671	NOD	P	JOHN E THOMPSON III	7599	1	272.36	21.84	250.52	2020-11-20		41193
45672	NOD	P	JENNIFER K TOBIAS	4205	1	2,262.14	879.27	1,382.87	2020-11-20		41193
45673	NOD	P	DARREN TRAYLOR RIVERA	7766	1	2,325.93	787.48	1,538.45	2020-11-20		41193
45674	NOD	P	KRISTOFER L TROEGER	7777	1	1,762.28	576.46	1,185.82	2020-11-20		41193

City of Woodland Park
Year End Payment Register

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
45675	NOD	P	STEVEN E VARNER	8316	1	2,262.14	518.38	1,743.76	2020-11-20		41193
45676	NOD	P	ERIKA D VIDA	8355	1	2,198.04	658.78	1,539.26	2020-11-20		41193
45677	NOD	P	COURTNEY C WADHAM	8475	1	2,000.80	471.26	1,529.54	2020-11-20		41193
45678	NOD	P	JOE WAGNER	8597	1	1,371.95	251.73	1,120.22	2020-11-20		41193
45679	NOD	P	LAWRENCE E WATTERS	8600	1	3,607.52	1,274.99	2,332.53	2020-11-20		41193
45680	NOD	P	LAINÉ M WILBERDING	8743	1	786.08	199.67	586.41	2020-11-20		41193
45681	NOD	P	HARRY H WILEY IV	8744	1	4,525.11	1,993.77	2,531.34	2020-11-20		41193
45682	NOD	P	AMY C WOLIN	8800	1	192.15	14.69	177.46	2020-11-20		41193
45683	NOD	P	MATT ZIMMERMAN	9020	1	1,276.25	333.80	942.45	2020-11-20		41193
REGISTER TOTALS					Checks: 208	Voids: 2					
					208	406,495.71	126,851.30	279,644.41			

CITY OF WOODLAND PARK
PROFESSIONAL ENGINEERING SERVICES CONTRACT
AGREEMENT APPROVAL

=====

Type of Action Requested:

The Public Works/Engineering team requests approval of a Professional Engineering Services contract by and between the City of Woodland Park and Kimley-Horn and Associates, Inc. in the amount of **\$83,000**.

The purpose of the contract is to obtain design of pavement rehabilitation and ADA improvements to Baldwin Street / Rampart Range Road from US Highway 24 to Kelley's Road and Kelley's Road from Rampart Range Road to Colorado State Highway 67.

Background:

In 2019, an update to the City's pavement management plan was completed. Included in this update was recommendation for full-depth reclamation of both roads. Because these roads have associated sidewalk needing ADA improvements, the Public Works/Engineering team determined it to be prudent to engage a professional engineer for design services.

Factual Findings:

- The City's 2020 budget was approved on December 5, 2019.
- This project is funded in the 410 Fund of the approved budget.
- The project includes design of pavement rehabilitation and ADA improvements to Baldwin Street / Rampart Range Road from US Highway 24 to Kelley's Road and Kelley's Road from Rampart Range Road to Colorado State Highway 67.
- Sidewalk and pedestrian ramp replacement is required to ensure the City complies with minimum requirements of the Americans with Disabilities Act of 1990 (ADA).
- Proposals were requested from two of the City's on-call engineering firms. Both firms responded with proposals, and, subsequent to review of project understanding and scope of services provided, Kimley-Horn was selected.
- The Kimley-Horn proposal is pending award of the contract.
- Design services will commence when the City provides the engineering firm with Notice to Proceed. Design services are planned to be completed on or about June 30, 2021.
- The engineering firm will provide the required insurance and performance bond documents to the City.

- The contract has been reviewed and approved by the City Attorney.

Recommended Action:

The Public Works/Engineering team provides the following recommendations:

- 1) Approve of the construction contract with Kimley-Horn and Associates, Inc. as presented,
- 2) Provide authorization for the Mayor to sign said contract, and
- 3) Authorize the Public Works Director to prepare the Notice of Award and to negotiate and approve change orders up to an amount not to exceed 10% of the contract price.

PROFESSIONAL SERVICES AGREEMENT

An agreement by and between the City of Woodland Park and Kimley-Horn and Associates, Inc., for:

Design of pavement rehabilitation and ADA improvements to Baldwin Street / Rampart Range Road from US Highway 24 to Kelley's Road and Kelley's Road from Rampart Range Road to Colorado State Highway 67, Project No. 20.ST.003

1. **PARTIES.** The parties to this agreement (the "Agreement" or "Contract") are the City of Woodland Park, a Colorado municipal corporation, hereinafter referred to as the "City," and Kimley-Horn and Associates, Inc., a professional engineering firm, hereinafter referred to as "Consultant."
2. **RECITALS AND PURPOSE.**
 - 2.1. The City desires to engage a qualified individual or entity for the purpose of design, construction, development, testing, and/or other consulting services, as more specifically described in Exhibit A, attached hereto and incorporated herein (the "Project").
 - 2.2. Consultant represents that it has the requisite background, experience, expertise, equipment, supplies, and insurance necessary to complete the Project in accordance with Exhibit A, the requirements herein, and generally accepted professional practices, and in a manner that meets or exceeds all commonly-accepted industry or professional standards for work in Consultant's community of the nature and scope set forth in Exhibit A.
 - 2.3. The City desires to engage Consultant in order to provide such services.
3. **SCOPE OF SERVICES.** Consultant agrees to provide the City with the specific services described in Exhibit A, to such standards of competence as described in subparagraph 2.2, and for such consideration as is hereinafter set forth.
4. **SERVICES BY THE CITY.** The City will be available for interim reviews and meetings and final review and approval.
5. **COMPENSATION; PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.**
 - 5.1. The City shall pay Consultant a total amount not to exceed **\$83,000**. Costs for services, including rates for hourly expenses, direct reimbursable expenses, outside consultant costs, and administrative markup.
 - 5.2. Consultant shall submit a detailed invoice to the City describing the services rendered. Upon receipt, review, and acceptance of the invoice by the City, such invoice shall be paid within 30 days.
 - 5.3. Financial obligations of the City, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council of the City. The City's obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution.
6. **CHANGES IN SCOPE OF SERVICES.**
 - 6.1. The City and Consultant may determine that changes in the Scope of Services for the Project are necessary. Any changes must be mutually agreed upon by the City and Consultant and incorporated in written and properly authorized amendments to the Agreement.

PROFESSIONAL SERVICES AGREEMENT

- 6.2. Consultant may provide supplementary services to the City at the hourly billings rates plus reimbursable expenses as hereinabove set forth in Exhibit B, subject to mutual agreement between the City and Consultant as to work scope, supplemental fee and time schedule.
- 6.3. Any claims by Consultant for adjustment as a result of changes of scope must be made in writing prior to performance of the requested services for the additional work.
- 6.4. If increases or decreases to the scope of work to be performed by Consultant are requested by the City, or any of the laws, regulations, policies or ordinances applicable to any aspect of the Project are revised during the duration of the Project, and said revisions increase or decrease the scope of work to be performed by Consultant, the fees for the items affected may be subject to renegotiation.
7. **STAFF CONTACT DESIGNATION.** The City designates Robyn Brown, City Engineer, as the primary City staff member to act as contact and liaison with, and provide direction to, Consultant during the conduct of the Project.
8. **TERM.** The term of this Agreement shall be from the date of execution by the City (following the Consultant's execution) with all services and work set forth in paragraph 3 above to be completed and delivered no later than 180 days thereafter, unless otherwise agreed to in writing by the City Engineer and an authorized representative of Consultant, and subject to availability of funds or the City's termination for convenience pursuant to the terms hereof.
9. **INSURANCE.** Consultant shall at its own expense maintain insurance in full force and effect during the term of this Agreement, or any extension or amendment thereof, which is sufficient to insure against the liability assumed by Consultant pursuant to the provisions of this Agreement, or in contracting to perform and complete the Project. Such insurance shall be in of the type(s) and in at least the amounts set forth below, and shall meet or exceed all other requirements as herein described:
 - 9.1. Consultant shall furnish the City's Public Works Office with a Certificate of Insurance that indicates that insurance coverage has been obtained which meets or exceeds the requirements outlined below. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals that most nearly reflect the operations of Consultant.
 - 9.1.1. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000. .
 - 9.1.2. Commercial General Liability, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements. .
 - 9.1.3. Automobile Liability for limits not less than \$300,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles. .
 - 9.1.4. Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$1,000,000. The coverage shall have an extended reporting period of 3 years following the date of substantial completion of the project for reporting of claims. .

PROFESSIONAL SERVICES AGREEMENT

- 9.2. All coverage furnished by contractor must be written with carriers holding a minimum A.M. Best rating of A-VII and authorized to do business in Colorado. Bidder's coverage shall be primary, and any insurance held by the City of Woodland Park is excess and non-contributory.
- 9.3. Consultant shall be responsible for notifying the City of any modification to, or cancellation or termination of, any policy during the term of this Agreement, including, but not limited to, any pending or paid claims against the aggregate amount of the policy.
- 9.4. Consultant shall be solely responsible for any deductible losses under any policy.
- 9.5. Consultant shall not be relieved of any liability assumed herein by reason of its failure to secure insurance as required by this Agreement or by reason of its failure to secure insurance in sufficient amounts, sufficient durations, or sufficient types to cover such liability.
- 9.6. Except for workers compensation, employer's liability insurance, automobile liability and Professional Liability Insurance, the City of Woodland Park must be endorsed to Contractor's coverage as an additional insured on a form acceptable to the City. Certificates of Insurance must be submitted before commencing the work and provide 30 days notice prior to any cancellation except for 10 day notice with respect to non-payment of premium.
10. **INDEMNIFICATION OF CITY.** Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary. Consultant agrees to investigate, defend, indemnify and hold harmless (including court costs and attorney fees, whether or not the claim or claims alleged are groundless, false, or fraudulent) Woodland Park, its officers, employees, and insurers, from and against all liability, claims and demands on account of any losses, injuries, and damages, including but not limited to, alleged personal injury claims and/or death claims, or property damage claims, or errors and omissions, which arise out of or are in any manner connected with this contract, whether or not such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, negligence or other fault of Consultant, any employees of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Woodland Park from any liability or damages directly caused by or attributable to Woodland Park's own negligence. Notwithstanding the foregoing, if the Consultant is performing services in any of the City of Woodland Park's rights-of-way, then indemnity language contained in the Woodland Park City Code shall prevail in the event of any conflict between this clause and the Woodland Park City Code. Nothing herein intended to be or nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Woodland Park by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended. .
11. **NO OPINION OF CONSEL LETTERS.** Pursuant to Section 8.1 of the Woodland Park City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.
12. **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** Financial obligations of the City of Woodland Park, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Woodland Park. The City of Woodland Park's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Woodland Park within the meaning of Article X, Section 20 of the Colorado Constitution.

PROFESSIONAL SERVICES AGREEMENT

13. NO INDEMNIFICATION BY WOODLAND PARK. The City of Woodland Park is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Woodland Park does not indemnify Consultant or anyone else under this Agreement.
14. CONFIDENTIALITY. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Woodland Park is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 *et seq.*), which may require the City of Woodland Park to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. Consultant has been advised to familiarize itself with the Colorado Open Records Act. Therefore, any confidentiality provisions in the contract, lease, escrow agreement or any other type of agreement are subject to the provisions of the Act.
15. OWNERSHIP OF WORK PRODUCT. The originals of all plans, specifications, reports, studies, data, tests, or other materials or information relating to the Project that are produced by Consultant shall be delivered and become the property of the City of Woodland Park. Consultant may retain copies of any original; however, no plans, specifications, reports, studies, data, tests, or other materials or information relating to the Project shall be released to any person or entity without the express written consent of the City of Woodland Park.
16. QUALITY OF WORK. The work performed by Consultant shall be accomplished to the level of competency set forth in subparagraph 2.2 hereof.
17. INDEPENDENT CONTRACTOR. Consultant is an independent contractor and, notwithstanding any other provisions of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees of the Consultant for all purposes. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by the City, except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the City.
18. SOLE SOURCE GOVERNMENT CONTRACTS AND CAMPAIGN CONTRIBUTIONS. To the extent that this Agreement may be construed to be a "sole source government contract" within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions, as provided below, are hereby incorporated into this Agreement.
 - 18.1. If during the term of the Agreement, Consultant holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000.00 in a calendar year, then for the duration of this Agreement and for two years after, Consultant will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of Consultant or Consultant's immediate family member(s) for the benefit of any political party or for the benefit of any candidate to any elected office of the State or any of its political subdivisions;
 - 18.2. Consultant represents that Consultant has not previously made or caused to be made, and will not in the future make or cause to be made, any combination intended to promote or influence the result of a ballot issue elevation related to the subject matter of this Agreement;
 - 18.3. Consultant will satisfy Consultant's obligations to promptly report to the Colorado Department of Personnel & Administration information included in the "Government Contract Summary" and the "Contract Holder Information" located at

PROFESSIONAL SERVICES AGREEMENT

<https://idsonline.colorado.gov/DPA/DFP/SCO/Amendment54/> regarding this Agreement and any other sole source government contracts to which contractor is a party;

- 18.4. Consultant understands that any breach of this section or of Consultant's responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies;
- 18.5. One who intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
- 18.6. By execution of this Agreement, Consultant hereby confirms it is qualified and eligible under such provisions to enter into this Agreement.
- 18.7. For purposes of this paragraph, the term "Consultant" shall include persons that control ten percent or more shares or interest in Consultant, as well as Consultant's officers, directors, and trustees. The term "immediate family member" shall include a spouse, child, spouse's child, son-in-law, daughter-in-law, parent, sibling, grandparent, grandchild, stepbrother, stepsister, stepparent, parent-in-law, sister-in-law, aunt, niece, nephew, guardian, or domestic partner.
19. **ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES.** To the extent that obligations and responsibilities, may be established by C.R.S. §§8-17.5-101 et seq., (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:
 - 19.1. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program");
 - 19.2. Consultant is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;
 - 19.3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:
 - 19.3.1. Notify the subcontractor and the City of Woodland Park within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 19.3.2. Terminate the subcontract with the subcontractor if within three days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
 - 19.4. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act;
 - 19.5. Any provision of this Agreement to the contrary notwithstanding, if Consultant violates any provision of this section, the City of Woodland Park may terminate this Agreement, without

PROFESSIONAL SERVICES AGREEMENT

breach or default by the City of Woodland Park, and Consultant shall be liable for actual and consequential damages to the City of Woodland Park arising out of such violation;

- 19.6. Consultant represents that, prior to executing this Agreement, Consultant has certified that at the time of the certification, Consultant does not knowingly employ or contract with an illegal alien and the Consultant will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under this public contract for services. By execution of this Agreement, Consultant shall be deemed to have renewed such certification;
- 19.7. Consultant acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. § 8-17.5-102(2)(b)(I) (as amended).
20. **ASSIGNMENT.** Consultant shall not assign this Agreement without the prior written consent of the City of Woodland Park.
21. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*
22. **RIGHT TO TERMINATE.** The City of Woodland Park shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof.
23. **COMPLIANCE WITH ALL LAWS.** All of the services performed under this Agreement by Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Woodland Park.
24. **NOTICES.** 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 or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States mail.
25. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.
26. **FORCE MAJEURE.** Any delays in or failure of performance by any party of his or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.
27. **PARAGRAPH CAPTIONS.** The paragraph captions in this solicitation or in the Agreement are set forth only for convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of the Agreement.
28. **BINDING AUTHORITY.** Consultant represents and affirms that the signature page hereof accurately states the full legal name of Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Consultant, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Consultant, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation.

PROFESSIONAL SERVICES AGREEMENT

29. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
30. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
31. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Woodland Park and Consultant and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the express intention of Woodland Park and Consultant that any person other than Woodland Park or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
32. **WAIVER OF BREACH.** A waiver by any party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
33. **GOVERNING LAW AND VENUE.** Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.
34. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
35. **TERMINATION.**
- 35.1. In the event that Consultant shall fail to fulfill any of its obligations as required herein, or Consultant shall be deemed by the City to be in breach of any promise, covenant, agreement, or stipulation under the Agreement, then the City shall have the right to terminate the Agreement by giving the Consultant seven days written notice of such termination. Such termination shall not be deemed a breach by the City.
- 35.2. Notwithstanding the above sub-paragraph 27.1, the City shall have the right to terminate, for convenience and without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement by the City.
- 35.3. In the event of termination, all delivered services and material shall become the property of the City. Consultant shall be entitled to receive payment for services and material accepted by the City based on the unit cost of the service or material. Any advance payments for material or services made by the City, but not yet earned by Consultant, shall be promptly returned by Consultant upon notice of termination.
36. **INSPECTION.** The City and its duly authorized representative shall have access to any books, documents, papers, and records of Consultant that are directly related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

PROFESSIONAL SERVICES AGREEMENT

37. SUBCONTRACTING. Consultant shall not subcontract any of its responsibilities without Woodland Park's prior written approval, which may be withheld in Woodland Park's sole discretion. Prior to entering into a subcontract with a third party for any services required under this Agreement, Consultant shall (1) give Woodland Park reasonable prior written notice specifying the components of the services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed subcontractor, and the reasons for subcontracting the work in question; and (2) obtain Woodland Park's prior written approval of such subcontractor. Woodland Park also shall have the right to revoke its prior approval of a subcontractor and direct Consultant to replace such subcontractor as soon as possible. Consultant shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Consultant under this Agreement to the same extent as if such failure to perform or comply was committed by Consultant or Consultant's personnel. Consultant shall be Woodland Park's sole point of contact regarding the services, including with respect to payment.
38. TAXES. The City of Woodland Park is not subject to taxation. Consultant shall not invoice Woodland Park for any federal, state, local, or other taxes whatsoever. Upon written notification by the City of Woodland Park, Consultant shall reimburse the City of Woodland Park in a timely manner for any taxes erroneously paid by the City of Woodland Park.
39. DEFAULT. Time is of the essence. If any condition, obligation, or duty is not timely met by either party, then this Agreement, at the option of the non-defaulting party, may be terminated by such party, in which case the non-defaulting party may recover such damages as may be proper, or the non-defaulting party may elect to treat this Agreement as continuing in full force and effect, in which case such party shall have the right to an action for specific performance or damages or both.
40. BINDING AUTHORITY. Consultant represents and affirms that the signature page hereof accurately states the full legal name of Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Consultant, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Consultant, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.
41. NONDISCRIMINATION. Consultant agrees that neither Consultant, its agents, employees, nor subcontractors will discriminate in the employment of persons engaged in the performance of this Agreement on the basis of age, race, color, national origin, ancestry, religion, sex, marital status, physical handicap, disability, sexual orientation, or medical condition.

DATED: _____, 2020

CONSULTANT: Kimley-Horn and Associates, Inc.
2 N Nevada Avenue, Suite 300
Colorado Springs, CO 80903

By: _____

Title: _____

PROFESSIONAL SERVICES AGREEMENT

ATTEST:

By: _____

Title: _____

CITY OF WOODLAND PARK, a Colorado Municipal Corporation

By: _____

Darrin Tangeman, City Manager
220 West South Street
Woodland Park, CO 80863

ATTEST:

By: _____

Suzanne Leclercq, City Clerk

APPROVED AS TO FORM:

By: _____

Jason Meyers, City Attorney

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Proposal for Professional Engineering Services



May 6, 2020

Mr. Kip Wiley
City Engineering
City of Woodland Park
220 W South Ave,
Woodland Park, CO 80863

Re: Kelley's Road and Rampart Range Road Pavement Rehabilitation and ADA Improvements

Dear Mr. Wiley

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this task order to the **On-Call Engineering and GIS Services Consulting Contract, dated July 9, 2019** (the "Agreement") with the **City of Woodland Park** ("Client"). Kimley-Horn has entered into the Agreement with Client for the furnishing of professional services.

PROJECT UNDERSTANDING

Kimley-Horn understands that pavement rehabilitation is programmed for Kelley's Road (from SH-67 to Rampart Range Road, approximately 5,000 LF) and for Rampart Range Road/Baldwin Street (from Kelley's Road to US-24, approximately 6,600 LF), (the "Project") per the *Pavement Present Status and Recommended Work Programs – Final Report dated February 28, 2019 by Stantec*.

The intent of this project is to improve the pavement condition for each of the identified roads as well as improve connectivity and provide conformance with the American with Disabilities Act (ADA). The City has requested that Kimley-Horn provide the necessary data collection, design and bid documents to facilitate this improvement, as well as assist the City in the process. It is anticipated that both roadway sections will be assessed at the same time and improvement plans for each length of roadway will be completed in one design package.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Data Collection

Through qualified subconsultants, Kimley Horn will oversee the gathering of field information for the following:

- **Task 1A:** Utilize Kimley Horn aerial drone photography to create an orthomosaic image to be used as the two-dimensional base map of the project area. This will be the primary base map to be used as the basis of design for the construction bid drawings for pavement rehabilitation. Vertical data and/or existing topography will not be provided.
- **Task 1B:** Subsurface investigation of Kelley's Road to include obtaining 20 strategic 5-foot +/- deep borings to provide suitable data for an adequate pavement design. Subsurface investigation of Rampart Road/Baldwin Street to include obtaining 26 strategic 5 -foot +/- deep borings to provide suitable data for an adequate pavement design. This is based on the City's criteria of approximately one boring for every 250 LF of roadway.
- **Task 1C:** Soil laboratory testing of the 46 borings as obtained in Task 1B.
- **Task 1D:** Final engineering report with recommended pavement rehabilitation design.



- **Task 1E:** Supplemental topographic survey for the Project area, to include the following:
 - Spot elevations for all curb ramps, sidewalks and access within the Project limits. Survey will cover from back of curb to back of walk, for sidewalk on both sides of the street.
 - Gather topographic data for existing above ground/observable utility and drainage features including horizontal location of existing inlets, curb chases, manholes, overhead poles, transformers and ditches between the back of curb to the back of sidewalk.
 - Survey excludes mapping of record survey boundaries, easements and rights of way, underground utilities.

Task 2: Pavement and ADA Assessment Field Review

This task includes the field review meeting to perform a visual assessment of the pavement condition and ADA facilities within the Project corridor as further defined in the following:

- Conduct one initial field visit to visually evaluate the existing conditions of the pavement surface for the Project area. Kimley-Horn will visually observe the pavement condition, identify areas exhibiting pavement distress and observe traffic patterns of heavily loaded trucks (pumping or yielding under load). Kimley-Horn will review the final engineering report prepared as part of Task 1C as well as visual information obtained during the field visit and will provide a recommended pavement rehabilitation strategy for the corridor.
- Kimley-Horn will review the existing ADA facilities and associated path of travel areas and include recommendations for corrections needed for ADA compliance (federal guideline requirements). Running slopes and cross slopes will be measured via smart level in ADA stalls, access aisles, and pertinent ramps and path of travel. Existing slopes will be noted on the plans.

Following the data collection and initial site visit, Kimley-Horn will prepare an exhibit and technical memorandum summarizing our findings and recommendations. A draft copy will be prepared and submitted to the City for review. Kimley-Horn will attend one (1) meeting with appropriate City staff to determine the desired improvements to be completed and designed in **Task 3**. Following the meeting, Kimley-Horn will make any reasonable revisions to the exhibit and technical memorandum based upon City comment and will deliver a final PDF copy to the City prior to **Task 3**.

Deliverables:

Pavement Rehabilitation and ADA Assessment Findings and Recommendations Exhibit and Technical Memorandum



Task 3: Construction Documents

Kimley-Horn will prepare plans and specifications for the repairs determined in Task 2. Specifically, the plan set will include:

- **Cover Sheet and Construction Notes**
- **Summary of Approximate Quantities**
- **Project Limits/Geometric Control Plan** – an assumed centerline alignment will be set for each road to aid with construction staking and horizontal control
- **Existing Conditions Plan**- developed based on aerial images obtained from Task 1 and confirmed during the Task 2 Assessment
- **Typical Sections and Pavement Habilitation Sections**
- **Pavement Repair Plan** – including horizontal limits of pavement rehabilitation, locations of curb replacement, sidewalk replacement, concrete drainage pan replacement and other miscellaneous scope items identified in Task 2.
- **Striping Plan**
- **Combined Phasing Plan, Access and Safety Plan** – to include the recommended paving direction and pedestrian and temporary vehicle access during each phase of construction. A complete Temporary Traffic Control Plan (“TTCP”) will be completed by the Contractor.
- **ADA Curb Ramp Grading Plans**
- **Sidewalk Grading Plans**
- **Construction Details**
- **Erosion Control Plan and Report** – Kimley-Horn will provide erosion control plans, details and report.

Construction specifications will be provided by the City and will be based on the City of Woodland Park’s standards and Kimley Horn will add any project specific revisions required for the construction documents. Measurement and payment and any special provisions are excluded from this Scope and can be provided as an additional service. An Engineer’s Opinion of Probable Cost (EOPC) will be prepared for the City’s use.

A 90 percent drawing set will be submitted for review, at which time a field review of the plan set, and site walk with City staff will be performed to review the plans and discuss the proposed repair recommendations, potential construction concerns, and possible value engineering alternatives. Based on the comments from the 90 percent field review, the comments will be addressed, and the plans will be finalized.

Deliverables:

90 Percent Plan Set
Engineer’s Opinion of Probable Cost
Construction Specifications and Revisions
Field Review Annotated Plan Set
Final Construction Plan Set

Task 4: Bid Package and Bid Support

The bid package will consist of the following:

- Notice of Advertisement
- Bid Package
 - o Final Construction Plans
 - o Project Specifications
 - o Bid Tabulation
 - o Standard Contractor Bid Form (Excel® Format)



Kimley-Horn will assist the City in executing the bid process. This will include the following:

- Prepare for an attend the on-site pre-bid meeting to address questions or comments regarding the contract documents and proposed repair plans.
- Kimley-Horn will review requests for information (RFI's) during the bid process
- Tabulating the Contractor bids for comparison by the City (combined Excel® spreadsheet)

Deliverables:

Bid Package Documents (listed above)
Pre-Bid Meeting Minutes
RFI Responses
Contractor Bid Tabulation

ADDITIONAL SERVICES

- Continuing support into the construction phase of the project, under a separate scope and fee, we can offer the following services, as requested by the City:
 - Attend Pre-Construction Meeting
 - Review of Contractor's Submittals
 - Field Observation
 - Materials Testing
 - Punch Walk Meeting to Review Compliance
 - Final Report and Closeout Documentation
 - Close Out Summary Letter
- Drainage analysis or design
- Traffic analysis including signal warrants and safety studies.

EXCLUSIONS

Kimley-Horn has made the following assumption of exclusions in the development of our scope of services:

1. Utility locations and Utility Plan and/or SUE.
2. Modifications to and design of existing drainage facilities or altering historic patterns or runoff.
3. Traffic signal modifications
4. This proposal assumes that the standards and practices in effect at the City at the time of this proposal, will remain in effect throughout the task order.
5. Extensive efforts exceeding the budgeted time outlined within this task order.
6. Engineering design services not specifically listed herein.
7. Public Involvement/Outreach, but can be provided with additional service
8. Any services not specifically stated herein

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely upon the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's Scope of Work. The Client shall provide all information requested by Kimley-Horn during the project, including, but not limited to the following:

- Traffic Data
- As-Builts, as available
- GIS data including property boundaries and planimetrics



SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

FEE AND EXPENSES

Kimley-Horn will perform the services described within the Scope of Services, on a lump sum basis, as summarized below. This budget was established based on a staffing plan using the 2020 billing rate schedule for our **On-Call Engineering and GIS Services Consulting Contract**. Progress payments will be invoiced monthly. Approved invoices shall be paid within 30 days of receipt by the City.

Task 1: Data Collection

Task 1A: Aerial Imagery	\$1,600
Task 1B: Subsurface Investigation - Borings	\$13,975
Task 1C: Soil Laboratory Testing	\$10,975
Task 1D: Final Engineering Report	\$4,600
Task 1E: Supplemental Topographic Survey	\$7,600
Task 2: Pavement Rehabilitation and ADA Assessment	\$7,500
Task 3: Construction Documents	\$28,750
Task 4: Bid Package and Bid Support	\$6,000
Expenses	\$2,000 Est.

To ensure proper set up of your projects, please complete and return with the signed copy of this Agreement. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Eric Gunderson, PE
Project Manager/
Assistant Secretary

CITY OF WOODLAND PARK
PROFESSIONAL ENGINEERING SERVICES CONTRACT
AGREEMENT APPROVAL

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Type of Action Requested:

The Public Works/Engineering team requests approval of a Professional Engineering Services contract by and between the City of Woodland Park and Kimley-Horn and Associates, Inc. in the amount of **\$152,500**.

The purpose of the contract is to obtain design of widening State Highway 67 to accommodate auxiliary lanes at and between the intersections of Highway 67 with Tamarac Parkway and Research Drive.

Background:

At the time of development of the Police Station in 1999, the City became obligated to make improvements to Colorado State Highway 67. These improvements were not made at that time and fell by the wayside. Requirement for the project to be completed subsequently resurfaced with proposed development of the Village at Tamarac.

Factual Findings:

- The City's 2020 budget was approved on December 5, 2019.
- This project is funded in the 410 Fund of the approved budget.
- The project includes design of widening State Highway 67 to accommodate auxiliary lanes at and between the intersections of Highway 67 with Tamarac Parkway and Research Drive.
- Proposals were requested from two of the City's on-call engineering firms. Both firms responded with proposals, and, subsequent to review of project understanding and scope of services provided, Kimley-Horn was selected.
- The Kimley-Horn proposal is pending award of the contract.
- Application has been made to CDOT for an Access Permit for the project.
- Design services will commence when the City provides the engineering firm with Notice to Proceed. Design services are planned to be completed on or about June 30, 2021.
- The engineering firm will provide the required insurance and performance bond documents to the City.
- The contract has been reviewed and approved by the City Attorney.

Recommended Action:

The Public Works/Engineering team provides the following recommendations:

- 1) Approve of the construction contract with Kimley-Horn and Associates, Inc. as presented,
- 2) Provide authorization for the Mayor to sign said contract, and
- 3) Authorize the Public Works Director to prepare the Notice of Award and to negotiate and approve change orders up to an amount not to exceed 10% of the contract price.

PROFESSIONAL SERVICES AGREEMENT

An agreement by and between the City of Woodland Park and Kimley-Horn and Associates, Inc., for:

Design of widening State Highway 67 to accommodate auxiliary lanes at and between the intersections of Highway 67 with Tamarac Parkway and Research Drive, Project No. 20.ST.002

1. **PARTIES.** The parties to this agreement (the “Agreement” or “Contract”) are the City of Woodland Park, a Colorado municipal corporation, hereinafter referred to as the “City,” and Kimley-Horn and Associates, Inc., a professional engineering firm, hereinafter referred to as “Consultant.”
2. **RECITALS AND PURPOSE.**
 - 2.1. The City desires to engage a qualified individual or entity for the purpose of design, construction, development, testing, and/or other consulting services, as more specifically described in Exhibit A, attached hereto and incorporated herein (the “Project”).
 - 2.2. Consultant represents that it has the requisite background, experience, expertise, equipment, supplies, and insurance necessary to complete the Project in accordance with Exhibit A, the requirements herein, and generally accepted professional practices, and in a manner that meets or exceeds all commonly-accepted industry or professional standards for work in Consultant’s community of the nature and scope set forth in Exhibit A.
 - 2.3. The City desires to engage Consultant in order to provide such services.
3. **SCOPE OF SERVICES.** Consultant agrees to provide the City with the specific services described in Exhibit A, to such standards of competence as described in subparagraph 2.2, and for such consideration as is hereinafter set forth.
4. **SERVICES BY THE CITY.** The City will be available for interim reviews and meetings and final review and approval.
5. **COMPENSATION; PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.**
 - 5.1. The City shall pay Consultant a total amount not to exceed \$152,500. Costs for services, including rates for hourly expenses, direct reimbursable expenses, outside consultant costs, and administrative markup.
 - 5.2. Consultant shall submit a detailed invoice to the City describing the services rendered. Upon receipt, review, and acceptance of the invoice by the City, such invoice shall be paid within 30 days.
 - 5.3. Financial obligations of the City, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council of the City. The City’s obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution.
6. **CHANGES IN SCOPE OF SERVICES.**
 - 6.1. The City and Consultant may determine that changes in the Scope of Services for the Project are necessary. Any changes must be mutually agreed upon by the City and Consultant and incorporated in written and properly authorized amendments to the Agreement.

PROFESSIONAL SERVICES AGREEMENT

- 6.2. Consultant may provide supplementary services to the City at the hourly billings rates plus reimbursable expenses as hereinabove set forth in Exhibit B, subject to mutual agreement between the City and Consultant as to work scope, supplemental fee and time schedule.
- 6.3. Any claims by Consultant for adjustment as a result of changes of scope must be made in writing prior to performance of the requested services for the additional work.
- 6.4. If increases or decreases to the scope of work to be performed by Consultant are requested by the City, or any of the laws, regulations, policies or ordinances applicable to any aspect of the Project are revised during the duration of the Project, and said revisions increase or decrease the scope of work to be performed by Consultant, the fees for the items affected may be subject to renegotiation.
7. **STAFF CONTACT DESIGNATION.** The City designates Robyn Brown, City Engineer, as the primary City staff member to act as contact and liaison with, and provide direction to, Consultant during the conduct of the Project.
8. **TERM.** The term of this Agreement shall be from the date of execution by the City (following the Consultant's execution) with all services and work set forth in paragraph 3 above to be completed and delivered no later than 180 days thereafter, unless otherwise agreed to in writing by the City Engineer and an authorized representative of Consultant, and subject to availability of funds or the City's termination for convenience pursuant to the terms hereof.
9. **INSURANCE.** Consultant shall at its own expense maintain insurance in full force and effect during the term of this Agreement, or any extension or amendment thereof, which is sufficient to insure against the liability assumed by Consultant pursuant to the provisions of this Agreement, or in contracting to perform and complete the Project. Such insurance shall be in of the type(s) and in at least the amounts set forth below, and shall meet or exceed all other requirements as herein described:
 - 9.1. Consultant shall furnish the City's Public Works Office with a Certificate of Insurance that indicates that insurance coverage has been obtained which meets or exceeds the requirements outlined below. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals that most nearly reflect the operations of Consultant.
 - 9.1.1. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000. .
 - 9.1.2. Commercial General Liability, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements. .
 - 9.1.3. Automobile Liability for limits not less than \$300,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles. .
 - 9.1.4. Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$1,000,000. The coverage shall have an extended reporting period of 3 years following the date of substantial completion of the project for reporting of claims. .

PROFESSIONAL SERVICES AGREEMENT

- 9.2. All coverage furnished by contractor must be written with carriers holding a minimum A.M. Best rating of A-VII and authorized to do business in Colorado. Bidder's coverage shall be primary, and any insurance held by the City of Woodland Park is excess and non-contributory.
- 9.3. Consultant shall be responsible for notifying the City of any modification to, or cancellation or termination of, any policy during the term of this Agreement, including, but not limited to, any pending or paid claims against the aggregate amount of the policy.
- 9.4. Consultant shall be solely responsible for any deductible losses under any policy.
- 9.5. Consultant shall not be relieved of any liability assumed herein by reason of its failure to secure insurance as required by this Agreement or by reason of its failure to secure insurance in sufficient amounts, sufficient durations, or sufficient types to cover such liability.
- 9.6. Except for workers compensation, employer's liability insurance, automobile liability and Professional Liability Insurance, the City of Woodland Park must be endorsed to Contractor's coverage as an additional insured on a form acceptable to the City. Certificates of Insurance must be submitted before commencing the work and provide 30 days notice prior to any cancellation except for 10 day notice with respect to non-payment of premium.
10. **INDEMNIFICATION OF CITY.** Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary. Consultant agrees to investigate, defend, indemnify and hold harmless (including court costs and attorney fees, whether or not the claim or claims alleged are groundless, false, or fraudulent) Woodland Park, its officers, employees, and insurers, from and against all liability, claims and demands on account of any losses, injuries, and damages, including but not limited to, alleged personal injury claims and/or death claims, or property damage claims, or errors and omissions, which arise out of or are in any manner connected with this contract, whether or not such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, negligence or other fault of Consultant, any employees of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Woodland Park from any liability or damages directly caused by or attributable to Woodland Park's own negligence. Notwithstanding the foregoing, if the Consultant is performing services in any of the City of Woodland Park's rights-of-way, then indemnity language contained in the Woodland Park City Code shall prevail in the event of any conflict between this clause and the Woodland Park City Code. Nothing herein intended to be or nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Woodland Park by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended. .
11. **NO OPINION OF CONSEL LETTERS.** Pursuant to Section 8.1 of the Woodland Park City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.
12. **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** Financial obligations of the City of Woodland Park, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Woodland Park. The City of Woodland Park's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Woodland Park within the meaning of Article X, Section 20 of the Colorado Constitution.

PROFESSIONAL SERVICES AGREEMENT

13. NO INDEMNIFICATION BY WOODLAND PARK. The City of Woodland Park is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Woodland Park does not indemnify Consultant or anyone else under this Agreement.
14. CONFIDENTIALITY. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Woodland Park is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 *et seq.*), which may require the City of Woodland Park to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. Consultant has been advised to familiarize itself with the Colorado Open Records Act. Therefore, any confidentiality provisions in the contract, lease, escrow agreement or any other type of agreement are subject to the provisions of the Act.
15. OWNERSHIP OF WORK PRODUCT. The originals of all plans, specifications, reports, studies, data, tests, or other materials or information relating to the Project that are produced by Consultant shall be delivered and become the property of the City of Woodland Park. Consultant may retain copies of any original; however, no plans, specifications, reports, studies, data, tests, or other materials or information relating to the Project shall be released to any person or entity without the express written consent of the City of Woodland Park.
16. QUALITY OF WORK. The work performed by Consultant shall be accomplished to the level of competency set forth in subparagraph 2.2 hereof.
17. INDEPENDENT CONTRACTOR. Consultant is an independent contractor and, notwithstanding any other provisions of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees of the Consultant for all purposes. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by the City, except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the City.
18. SOLE SOURCE GOVERNMENT CONTRACTS AND CAMPAIGN CONTRIBUTIONS. To the extent that this Agreement may be construed to be a "sole source government contract" within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions, as provided below, are hereby incorporated into this Agreement.
 - 18.1. If during the term of the Agreement, Consultant holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000.00 in a calendar year, then for the duration of this Agreement and for two years after, Consultant will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of Consultant or Consultant's immediate family member(s) for the benefit of any political party or for the benefit of any candidate to any elected office of the State or any of its political subdivisions;
 - 18.2. Consultant represents that Consultant has not previously made or caused to be made, and will not in the future make or cause to be made, any combination intended to promote or influence the result of a ballot issue elevation related to the subject matter of this Agreement;
 - 18.3. Consultant will satisfy Consultant's obligations to promptly report to the Colorado Department of Personnel & Administration information included in the "Government Contract Summary" and the "Contract Holder Information" located at

PROFESSIONAL SERVICES AGREEMENT

<https://idsonline.colorado.gov/DPA/DFP/SCO/Amendment54/> regarding this Agreement and any other sole source government contracts to which contractor is a party;

- 18.4. Consultant understands that any breach of this section or of Consultant's responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies;
- 18.5. One who intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
- 18.6. By execution of this Agreement, Consultant hereby confirms it is qualified and eligible under such provisions to enter into this Agreement.
- 18.7. For purposes of this paragraph, the term "Consultant" shall include persons that control ten percent or more shares or interest in Consultant, as well as Consultant's officers, directors, and trustees. The term "immediate family member" shall include a spouse, child, spouse's child, son-in-law, daughter-in-law, parent, sibling, grandparent, grandchild, stepbrother, stepsister, stepparent, parent-in-law, sister-in-law, aunt, niece, nephew, guardian, or domestic partner.
19. **ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES.** To the extent that obligations and responsibilities, may be established by C.R.S. §§8-17.5-101 et seq., (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:
 - 19.1. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program");
 - 19.2. Consultant is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;
 - 19.3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:
 - 19.3.1. Notify the subcontractor and the City of Woodland Park within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 19.3.2. Terminate the subcontract with the subcontractor if within three days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
 - 19.4. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act;
 - 19.5. Any provision of this Agreement to the contrary notwithstanding, if Consultant violates any provision of this section, the City of Woodland Park may terminate this Agreement, without

PROFESSIONAL SERVICES AGREEMENT

breach or default by the City of Woodland Park, and Consultant shall be liable for actual and consequential damages to the City of Woodland Park arising out of such violation;

- 19.6. Consultant represents that, prior to executing this Agreement, Consultant has certified that at the time of the certification, Consultant does not knowingly employ or contract with an illegal alien and the Consultant will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under this public contract for services. By execution of this Agreement, Consultant shall be deemed to have renewed such certification;
- 19.7. Consultant acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. § 8-17.5-102(2)(b)(I) (as amended).
20. **ASSIGNMENT.** Consultant shall not assign this Agreement without the prior written consent of the City of Woodland Park.
21. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*
22. **RIGHT TO TERMINATE.** The City of Woodland Park shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof.
23. **COMPLIANCE WITH ALL LAWS.** All of the services performed under this Agreement by Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Woodland Park.
24. **NOTICES.** 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 or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States mail.
25. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.
26. **FORCE MAJEURE.** Any delays in or failure of performance by any party of his or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.
27. **PARAGRAPH CAPTIONS.** The paragraph captions in this solicitation or in the Agreement are set forth only for convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of the Agreement.
28. **BINDING AUTHORITY.** Consultant represents and affirms that the signature page hereof accurately states the full legal name of Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Consultant, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Consultant, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation.

PROFESSIONAL SERVICES AGREEMENT

29. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
30. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
31. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Woodland Park and Consultant and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the express intention of Woodland Park and Consultant that any person other than Woodland Park or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
32. **WAIVER OF BREACH.** A waiver by any party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
33. **GOVERNING LAW AND VENUE.** Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.
34. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
35. **TERMINATION.**
- 35.1. In the event that Consultant shall fail to fulfill any of its obligations as required herein, or Consultant shall be deemed by the City to be in breach of any promise, covenant, agreement, or stipulation under the Agreement, then the City shall have the right to terminate the Agreement by giving the Consultant seven days written notice of such termination. Such termination shall not be deemed a breach by the City.
- 35.2. Notwithstanding the above sub-paragraph 27.1, the City shall have the right to terminate, for convenience and without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement by the City.
- 35.3. In the event of termination, all delivered services and material shall become the property of the City. Consultant shall be entitled to receive payment for services and material accepted by the City based on the unit cost of the service or material. Any advance payments for material or services made by the City, but not yet earned by Consultant, shall be promptly returned by Consultant upon notice of termination.
36. **INSPECTION.** The City and its duly authorized representative shall have access to any books, documents, papers, and records of Consultant that are directly related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

PROFESSIONAL SERVICES AGREEMENT

37. **SUBCONTRACTING.** Consultant shall not subcontract any of its responsibilities without Woodland Park's prior written approval, which may be withheld in Woodland Park's sole discretion. Prior to entering into a subcontract with a third party for any services required under this Agreement, Consultant shall (1) give Woodland Park reasonable prior written notice specifying the components of the services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed subcontractor, and the reasons for subcontracting the work in question; and (2) obtain Woodland Park's prior written approval of such subcontractor. Woodland Park also shall have the right to revoke its prior approval of a subcontractor and direct Consultant to replace such subcontractor as soon as possible. Consultant shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Consultant under this Agreement to the same extent as if such failure to perform or comply was committed by Consultant or Consultant's personnel. Consultant shall be Woodland Park's sole point of contact regarding the services, including with respect to payment.
38. **TAXES.** The City of Woodland Park is not subject to taxation. Consultant shall not invoice Woodland Park for any federal, state, local, or other taxes whatsoever. Upon written notification by the City of Woodland Park, Consultant shall reimburse the City of Woodland Park in a timely manner for any taxes erroneously paid by the City of Woodland Park.
39. **DEFAULT.** Time is of the essence. If any condition, obligation, or duty is not timely met by either party, then this Agreement, at the option of the non-defaulting party, may be terminated by such party, in which case the non-defaulting party may recover such damages as may be proper, or the non-defaulting party may elect to treat this Agreement as continuing in full force and effect, in which case such party shall have the right to an action for specific performance or damages or both.
40. **BINDING AUTHORITY.** Consultant represents and affirms that the signature page hereof accurately states the full legal name of Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Consultant, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Consultant, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.
41. **NONDISCRIMINATION.** Consultant agrees that neither Consultant, its agents, employees, nor subcontractors will discriminate in the employment of persons engaged in the performance of this Agreement on the basis of age, race, color, national origin, ancestry, religion, sex, marital status, physical handicap, disability, sexual orientation, or medical condition.

DATED: _____, 2020

CONSULTANT: Kimley-Horn and Associates, Inc.
2 N Nevada Avenue, Suite 300
Colorado Springs, CO 80903

By: _____

Title: _____

PROFESSIONAL SERVICES AGREEMENT

ATTEST:

By: _____

Title: _____

CITY OF WOODLAND PARK, a Colorado Municipal Corporation

By: _____

Darrin Tangeman, City Manager
220 West South Street
Woodland Park, CO 80863

ATTEST:

By: _____

Suzanne Leclercq, City Clerk

APPROVED AS TO FORM:

By: _____

Jason Meyers, City Attorney

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Proposal for Professional Engineering Services



July 15, 2020

Mr. Kip Wiley
City Engineering
City of Woodland Park
220 W South Ave, Woodland
Park, CO 80863

Re: State Highway 67 Widening- Research Drive to Tamarac Parkway

Dear Mr. Wiley

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this task order to the **On-Call Engineering and GIS Services Consulting Contract, dated July 9, 2019** (the "Agreement") with the **City of Woodland Park** ("Client"). Kimley-Horn has entered into the Agreement with Client for the furnishing of professional services.

PROJECT UNDERSTANDING

Kimley-Horn understands that the City is planning on widening State Highway 67 (SH-67) to accommodate auxiliary lanes at the intersections of SH-67 with Tamarac Parkway and Research Drive, (the "Project") per the *SH 67 Traffic Analysis and Auxiliary Lanes – Traffic Report dated May 18, 2020 by LSC Consulting*. This Scope and Fee is based on the approximate limits and extents of the improvements as shown in an attached exhibit.

The City has requested that Kimley-Horn provide the necessary data collection, design and bid documents to facilitate these improvements through the CDOT Access Permit process. No state funding is involved; therefore, it is understood that the project will not follow the CDOT FIR/FOR Local Agency process. It is anticipated that two access permits will be required, one for each intersection (SH-67/ Tamarac Parkway and SH-67/ Research Drive). It is our understanding that an access permit for the intersection of SH-67/Tamarac Parkway was submitted previously as part of the Stone Ridge Development. This project will develop plans, specifications and estimates (PS&E package) for the identified improvements and process the access permit for the intersection of SH-67/ Research Drive. Plans and specifications will be per CDOT standards and specifications.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Data Collection

Through qualified subconsultants, Kimley Horn will oversee the gathering of field information for the following:

Task 1A: Topographic and Planimetric Survey

Through the use of a qualified sub-consultant, Kimley-Horn will provide survey control and topographic field survey for the Project extents of approximately 2,500 linear feet and about 110 feet wide. The existing road right-of-way and property lines of adjacent properties will be researched and provided in a right-of-way base map.

Task 1B: Subsurface Utility Engineering

A licensed Colorado Professional Engineer will oversee and provide a Subsurface Utility Engineering (SUE) plan and report for the project limits. This will be performed in accordance with Colorado Revised Statutes, Title 9, Article 1.5 and with ASCE 38-02. In addition to collecting existing records and calling Colorado 811, low and high frequency sweeps of the site using geophysical methods will be performed. The results of the SUE investigation will be delivered in a CAD file and based on the same monumentation

from the topographic and planimetric survey. The plan and report will be signed and sealed by a Colorado Professional Engineer.

Task 1C: Environmental Clearances

Kimley-Horn will sub consult with a licensed professional as appropriate to conduct environmental services required by CDOT. It is anticipated that CDOT staff will conduct an initial site assessment (ISA) and will determine which environmental clearances and necessary studies will be required for the Project. We assume required environmental services will be identified as part of the project pre-design meeting at which time the final scope and fee for the required services will be determined. Since the exact extent of services for this task is undetermined at this time an estimate of \$15,000 has been included for this task.

Task 1D: Geotechnical Analysis and Pavement Design

Kimley-Horn will sub consult with a licensed Colorado Professional Engineer who will oversee and perform a total of six (6) geotechnical borings, spaced at approximately 250 feet and staggered through the shoulders and existing pavement. Laboratory testing on recovered samples will be performed to classify the subsurface soils and rock to develop the geotechnical engineering design criteria. Laboratory testing is anticipated to include soil index testing, moisture content, swell tests, R-Value test and analytical testing. The exact type and quantity of the testing will be established when the field exploration is completed, and subsurface samples are obtained. A geotechnical report will be provided and will include a description and results of the field and laboratory test programs, exploration location map, boring logs, a description of site conditions, subgrade preparation, pavement thickness design, and earthwork recommendations. The pavement thickness design will be performed in accordance with 2020 CDOT M-E Pavement Design Manual.

Task 2: Pre-Design Meeting

Kimley-Horn understands that CDOT will organize a Pre-Design Meeting including Kimley-Horn, the City, CDOT, the Traffic Engineer and anyone else deemed pertinent to the project by CDOT. Kimley-Horn will attend the Pre-Design Meeting and prepare a preliminary layout in advance. One (1) preliminary improvements exhibit using survey and SUE data from Task 1 will be provided one week before the Pre-Design meeting. This layout will consist of preliminary geometric layout, preliminary grading and project limits of disturbance, auxiliary lane storage and taper lengths, and transitions to match existing conditions. Additionally, a preliminary layout for the adjustments to Tamarac Parkway and Research Drive intersection will be provided.

Revisions to the preliminary improvements exhibit are not included in this Agreement. Kimley-Horn will incorporate any Client and CDOT provided comments into the design as part of the 90% design.

Kimley-Horn will also complete and process the Access Permit application for the intersection of SH-67/ Research Drive as part of this Task.

Deliverables:

*Preliminary Improvements Exhibit
Attendance and Minutes from Pre-Design Meeting*

Task 3: 90% Construction Documents

Kimley-Horn will prepare design and construction plans for the proposed turn lane improvements, signage and striping, and drainage improvements. Plans will be prepared per CDOT standards including 11x17 plan size and separate plan and profile sheets.

Existing utilities are assumed to remain in place. Our scope does not include design of utility relocations, other than storm drain infrastructure identified in with the drainage analysis, and minor adjustments to surface facilities, such as manholes or valve box covers.

During the 90% design Kimley-Horn will coordinate with CDOT as appropriate to advance the design.

Kimley-Horn will prepare 90% preliminary construction plans consisting of the following:

- Title Sheet (2)
- General Notes (2)
- Summary of Approximate Quantities (4)
- Horizontal Control (2)
- Removal and Reset Plan (4)
- Paving Plan (4)
- Roadway Plan (4)
- Roadway Profile (4)
- Grading Plan and Drainage Plan (4)
- Construction Details (3)
- Storm Water Plan (4)
- Storm Water Detail Sheets (3)
- Signage and Striping Plan (4)
- Utility Plans (3)
- Cross Section Sheets
- Temporary Traffic Control Plans

This task includes design of the initial, interim, and permanent construction stormwater control measures to be used for the project. Up to two (2) plan sheets per phase (initial, interim, and permanent) will be developed (11"x17"). The CDOT report template for disturbances greater than one acre will be utilized to develop the SWMP Report. This will include development of a seed mix, control measure quantities, and general construction recommendations.

It is not anticipated that water quality and detention will be required for this phase. This task includes preparing a Drainage Letter to document the proposed conditions against the existing conditions. Analysis will include developing an existing and proposed drainage map to summarize the proposed hydrology, hydraulics as in conformance with the existing drainage patterns. Kimley Horn will review local, state, and federal regulations for applicable design criteria to be used for the project drainage analysis. Should additional analysis be required beyond the Drainage Letter previously mentioned, this will be considered as an additional service.

Based on initial comments from CDOT, it is anticipated that a Design Waiver will need to be submitted to CDOT to allow for back to back left turns between Research Drive and Tamarac Parkway. Kimley-Horn will prepare the documentation for the waiver and submit to CDOT at this stage.

Following the 90% design, Kimley-Horn will prepare and Engineers Opinion of Probable Construction Cost (OPCC). Unit prices will be based on the CDOT Construction Cost Index and current City pricing information from recent similar construction projects.

Kimley-Horn will prepare 90% Project specifications based on the CDOT's Standard Specifications. Kimley-Horn will submit the 90% project plans, Drainage Letter, Design Waiver, OPCC and project specification to the City, and to CDOT.

Deliverables:

Design Waiver- Back to Back Left Turns
Drainage Letter
Stormwater Control Plan and SWMP Report
90% Plan Submittal
90% OPCC
90% Project Specifications

Task 4: 100% Construction Documents

After submittal of the 90% design plans Kimley-Horn will attend by phone call one (1) review meeting with CDOT and the City to discuss design comments. After receiving one (1) complete set of comments from



CDOT and the City, Kimley-Horn will incorporate comments and prepare a 100% set of plans.

Kimley-Horn will update the project OPCC and project specifications based on the 100% plans.

Kimley-Horn will submit the 100% project plans, OPCC and project specifications to the City, and to CDOT.

100% construction documents will be sealed by a Professional Engineer registered in Colorado.

Deliverables:

Final Drainage Letter
100% Plan Submittal
100% OPCC
100% Project Specifications

Task 5: Bid Package and Bid Support

The bid package will consist of the following:

- Notice of Advertisement
- Bid Package
 - Final Construction Plans
 - Project Specifications
 - Bid Tabulation
 - Standard Contractor Bid Form (Excel® Format)

Kimley-Horn will assist the City in executing the bid process. This will include the following:

- Prepare for an attend the on-site pre-bid meeting to address questions or comments regarding the contract documents and proposed repair plans.
- Kimley-Horn will review requests for information (RFI's) during the bid process
- Tabulating the Contractor bids for comparison by the City (combined Excel® spreadsheet)

Because the exact extent of our involvement is unknown at this time, we have included a maximum of 25 hours for these items. Additional time beyond the hourly estimates can be provided as an Additional Service.

Deliverables:

Bid Package Documents (listed above)
Pre-Bid Meeting Minutes
RFI Responses
Contractor Bid Tabulation

Task 6: Construction Phase Services

At the request of the County Kimley-Horn can provide the following services during construction. All work under this task will be performed on an as needed basis. A budget of up to \$20,000 has been included for this task.

- Design Modifications required during construction to address field changes or as directed by the County.
- Pre-Construction Conference
- Visits to Site and Observation of Construction
- Clarifications and Interpretations
- Pay Application and Change Order Reviews
- Shop Drawing Reviews
- As-Constructed Plans

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident



to Contractor's work, or for any failure of Contractor to comply with any laws.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed upon authorization by the County.

The following services can be provided as an additional service per request of the Client:

- Electrical design
- Lighting analysis
- Traffic control plans/construction phasing
- ROW acquisition support
- ROW plans

EXCLUSIONS

Kimley-Horn has made the following assumption of exclusions in the development of our scope of services:

1. Modifications to and design of existing drainage facilities or altering historic patterns or runoff.
2. This proposal assumes that the standards and practices in effect at the City and CDOT at the time of this proposal, will remain in effect throughout the task order.
3. Extensive efforts exceeding the budgeted time outlined within this task order.
4. Engineering design services not specifically listed herein.
5. Public Involvement/Outreach, but can be provided with additional service
6. Any services not specifically stated herein

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely upon the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's Scope of Work. The Client shall provide all information requested by Kimley-Horn during the project, including, but not limited to the following:

- Traffic Data
- As-Builts, as available
- GIS data including property boundaries and planimetrics

(Remainder of this page intentionally left blank)

SCHEDULE

Kimley-Horn will provide the services as expeditiously as practicable to meet a schedule to be mutually agreed upon by Kimley-Horn and the Client. It is anticipated that CDOT review times will be 4 weeks between each submittal.

FEE AND EXPENSES

Kimley-Horn will perform the services described within the Scope of Services, on a lump sum basis, as summarized below. This budget was established based on a staffing plan using the 2020 billing rate schedule for our **On-Call Engineering and GIS Services Consulting Contract**. Progress payments will be invoiced monthly. Approved invoices shall be paid within 30 days of receipt by the City.

Task 1: Data Collection

<i>Task 1A: Topographic and Planimetric Survey</i>	\$9,200
<i>Task 1B: Subsurface Utility Engineering</i>	\$29,500
<i>Task 1C: Environmental Clearances</i>	\$15,000
<i>Task 1D: Geotechnical Analysis and Pavement Design</i>	\$8,600
<i>Task 2: Pre-Design Meeting</i>	\$5,880
<i>Task 3: 90% Construction Documents</i>	\$46,990
<i>Task 4: 100% Construction Documents</i>	\$15,800
<i>Task 5: Bid Package and Bid Support</i>	\$4,530
<i>Task 6: Construction Phase Services</i>	\$15,000
<i>Expenses</i>	\$2,000 Est.
<i>Total (Inclusive of Expenses)</i>	\$152,500

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

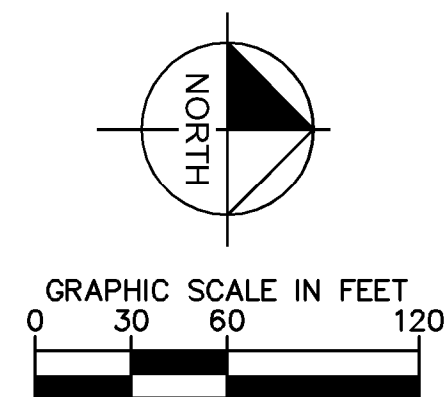
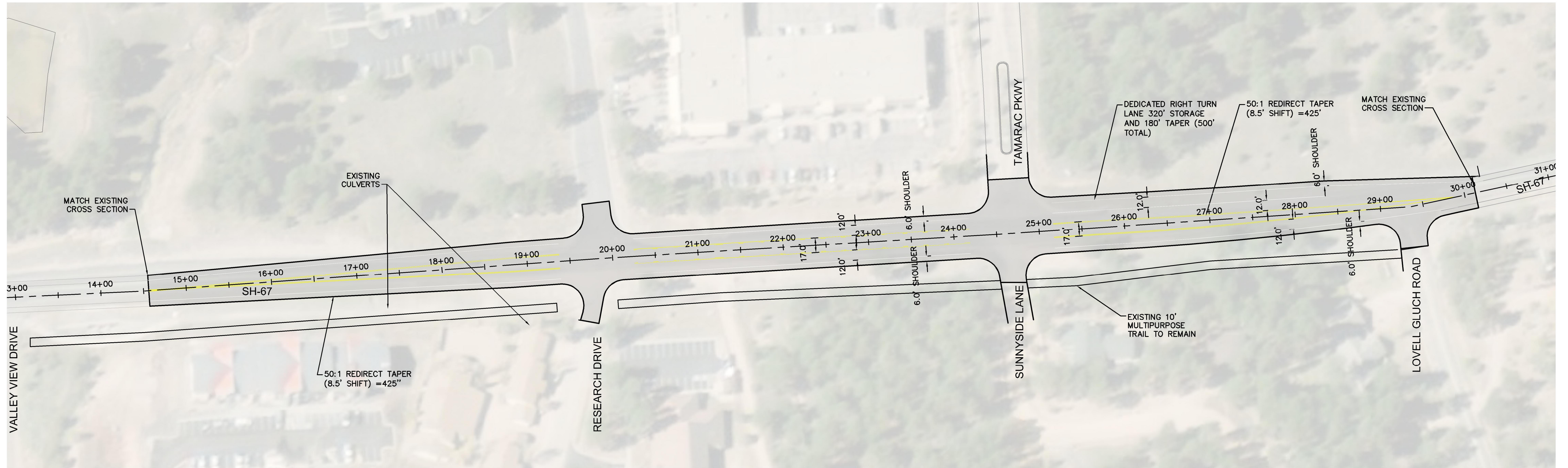


By: Eric Gunderson, PE
Associate/Assistant Secretary



Kevin Kofford, PE
Project Engineer

G:\Market\Gunderson\Woodland Park\SH 67\Concept Exhibit--PHASE I.dwg



SUMMARY:
-17' TWLTL
-12' TRAVEL LANES
-6' SHOULDERS
-POSTED SPEED: 50 MPH
-CLASSIFICATION: NR-B> 40MPH
-DECELERATION LENGTH: 500 FEET
-TRANSITION TAPER: 15:1
-REDIRECT TAPER: 50:1

SH-67 WIDENING
PHASE I CONCEPT
7/13/2020

Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA, SUITE 300, COLORADO SPRINGS, 80903
PHONE: 719-453-0180

CITY OF WOODLAND PARK RESOLUTION NO. 850, SERIES 2019

A RESOLUTION CONCERNING AN AGREEMENT BETWEEN VILLAGE AT TAMARAC, LLC (M3XP2) AND THE CITY OF WOODLAND PARK WITH RESPECT TO THE NECESSARY IMPROVEMENTS TO STATE HIGHWAY 67 AT TAMARAC PARKWAY.

WHEREAS, the Developers of the Village at Tamarac, LLC submitted an land use application on May 16, 2019 to construct 53 detached single family residential units on Lot 5, Tamarac Tech Park Filing No. 5 (Tamarac Parkway) in the Multi-Family Residential Suburban (MFS) zone district; and

WHEREAS, pursuant to the Table of Permitted Uses in Municipal Code §18.09.090.N.1, single family residential units are a permitted use in the MFS zone district; and

WHEREAS, pursuant to §18.34.058.A.5, the Planning Director issued an Administrative Order approving the Applicant's request on July 23, 2019; and

WHEREAS, pursuant to the "Site Plan Review and Certified Letter of Approval with Conditions" (the Order), condition #2 states, "*Applicant shall resubmit a revised traffic study to CDOT and shall make the necessary improvements to SH 67 in accordance with CDOT requirements prior to Certificate of Occupancy of any new home or acceptable security guarantee provided to the City*"; and

WHEREAS, the Applicant submitted an Appeal (APL19-003) on August 5, 2019 appealing the City's requirement for the Developer to fulfil Condition #2; and

WHEREAS, the City Staff became aware of a 1995 Access Permit that was granted with conditions after the Administrative Order was issued and subsequent to the Appeal being filed; and

WHEREAS, the Colorado Department of Transportation (CDOT) State Highway Access Permit dated November 28, 1995 was issued to access Tamarac Technical Park on the west side of SH 67, a distance of 2,950 feet north from milepost 78 also known as Tamarac Parkway; and

WHEREAS, the City of Woodland Park was a Permittee for the 1995 Access Permit and, pursuant to said permit the City agreed in 1995 to make improvements to SH 67 when warranted; and

WHEREAS, on September 20, 1999 the Traffic Impact Technical Report prepared by URS Grainger Woodward Clyde for the development of the Police Operations Center and Post Office warranted such improvements; and

WHEREAS, the City became obligated in 1999, upon development of the Police Station to make improvements, therefore the City is still obligated to make improvements to SH 67 as such improvements are still warranted; and

WHEREAS, the Village at Tamarac, LLC, while required by the City of Woodland Park Municipal Code ORD. 815, 1999 and ORD 1160, 2012 to pay Transportation Capital Fee in the current amount of \$26,818, the Developer agrees to pay an additional \$66,182 totaling \$93,000 toward the improvement to SH 67; and

WHEREAS, pursuant to the Woodland Park Municipal Code, the City to date has collected Transportation Capital Fees in the amount of \$68,255 regarding the development of the Post Office, Colorado Springs Christian School, Rampart Surveys, Woodland Fitness Center, and estimated fee for the Police Operations Center in hopes to match state or federal grant funding for SH 67 improvements; and

WHEREAS, grant funding from state and federal sources has become increasingly competitive and scarce over the last several years resulting in the underfunding of road improvements throughout the State of Colorado; and

WHEREAS, given the continued increase use of SH 67 it is in the best interest of the City of Woodland Park to complete the necessary improvements to SH 67 for which the City agreed to as the 1995 Access Permittee and enhance the safety of the motoring public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, that the “Site Plan Review and Certified Letter of Approval with Conditions” (the Order), condition #2 is rewritten as follows:

Section 1. *Applicant shall remit Transportation Capital Fee in the current amount \$26,818 and the Developer agrees to pay an additional \$66,182 for a total of \$93,000 toward the improvement to SH 67 with the following stipulations:*

- a. The City will contract with LSC Transportation Consultants to revise the October 4, 2018 Traffic Impact Study to include Research Drive intersection and make the necessary improvements to SH 67 in 2020.*
- b. Any further development by M3XP2 (Village at Tamarac, LLC) or any subsidiary of M3XP2 that develops property within the Tamarac Tech Park will only be required to pay Transportation Capital Fees (“TCF”) as typically imposed by the City of Woodland Park on developments throughout the community. Parties understand that the improvements contemplated within this agreement will bring the Tamarac Tech Park developments, including the Village at Tamarac, LLC, into compliance with CDOT requirements. If further/future development(s) independently triggers additional requirements from CDOT, than those requirements will be borne by the developer at that time as is typically imposed by the City of Woodland Park. In the event that M3XP2 (or its subsidiary or other sister company) has future development in the Tamarac Tech Park that triggers additional CODT requirements, any TCF*

collected by the City from M3XP2 from those future developed properties shall be remitted to M3XP2 for use in complying with CDOT requirements attached to Tamarac Tech Park development. The City further agrees that the collection of TCF into the future on undeveloped lots within the Tamarac Tech Park will be retained and earmarked exclusively for improvements on Tamarac Parkway and State Highway 67, and the City will work with CDOT to make improvements with state and federal grant funding as available.

- c. M3XP2 (Village at Tamarac, LLC) contribution is earmarked for the construction of intersection improvements at SH 67 and Tamarac Parkway. In the event that improvements are not constructed or physically under construction (not in design or permitting) in the five years following the effective date of the agreement between the City and M3XP2, the City will refund M3XP2 or assigns \$66,182, which is the difference between the fee paid by M3XP2 and/or The Village at Tamarac, LLC (\$93,000) and the current (2019) transportation capital fees for the project (\$26,818 based on 53 units @ \$506/unit).*
- d. M3XP2 will withdraw its Appeal (APL19-003) submitted on August 5, 2019 as the contentions of the Appeal have been hereby resolved with this updated condition and accompanying stipulations.*

The foregoing Resolution was adopted at a regular meeting of the Woodland Park City Council on the _____ day of _____, 2019.

Neil Levy, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

Accepted by Developer M3XP2

Eric Smith, Principle



City of Woodland Park Memo to City Council

Council Meeting on Dec. 17, 2020

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
7. A.	Planning	Sally Riley, AICP Planning Director

AGENDA ITEM

7.A. To approval the Logan Simpson professional services contract to complete the 2021 Comprehensive Plan update and land use code review.

INFORMATION

Recently, Councilmember Neal, City Attorney Meyers and Director Riley met to discuss a few edits to the original contract. Logan Simpson agrees with the edits and will execute the contract after Council's approval. Attached is a redlined copy for your review.

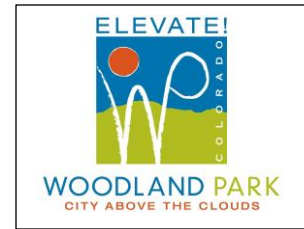
Why is it important to update the 2010 Comprehensive Plan and complete a land use code review?

1. The existing Comp Plan was completed 10 years ago.
2. Significant growth has occurred since 2010 and much has changed.
3. It's time to re-engage the community to obtain our citizens input and their vision for the future.
4. Many of the action items have been completed.
5. City needs a road map to guide future development, land use, economic growth and community priorities.
6. Current zoning and subdivision regulations are 25 years old and much has changed in land use laws, uses, and zoning trends since the code was over hauled in 1996.
7. The City needs a universal land use code that addresses 21st Century development and issues.
8. The City's residents' quality of life will decline if good planning principles are not updated and followed.
9. A \$50,000 grant from DOLA is awarded to pay for half of the cost of the contact.

Please see the attached Planning Commission's memo regarding their support and role with the Comp Plan and land use code review process. If you have any questions, please contact me at 687-5283.

RECOMMENDATION: To approve the professional services contact for \$100,000 with Logan Simpson and authorize the Mayor to execute the contract.

MEMORANDUM



To: Woodland Park City Council
From: Woodland Park Planning Commission
Re: The Comprehensive Plan Priority

The Planning Commission recommends, as its number one priority, that City Council approve the contract and begin the process for the Comprehensive Plan update and zoning regulation review in 2021. The Comprehensive Plan is a tried and true technical and financial planning tool that builds resilience and charts a path into the future. It engages the residents and businesses to identify and implement community needs and visions.

CRS 31-23-206 & 207 state “it is the duty and responsibility of the [planning] commission to make and adopt a master plan for the physical development of the municipality” which “plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality and its environs which will, in accordance with present and future needs best promote health, safety, order, convenience, property and general welfare.” The Plan is a vision for the future of the community, with aspirations, values, goals and intentions created by community members and leadership.

Furthermore, City Charter Article V, Section 5.4(d) and (e) state “The Planning Commission may prepare and/or amend a recommended master plan for the physical development of the City and areas adjacent thereto.” The City has been involved in planning since the adoption of its first Comprehensive Plan in 1969. The current Plan was adopted in September 2010 with an implementable expectancy life span of roughly 10 years. Of the 337 action items 283 (84%) of the actions have been partially completed or fully accomplished. Only 13% of the action items simply did not work and some are no longer relevant or feasible. With a continually evolving environment, myriad new and unforeseen issues arising related to the economy, demographics, legislation and other topics, it is time to update the Plan once again. A new Plan will:

- stimulate new investment;
- increase tourism and business opportunities;
- provide more opportunities for quality land use and growth;
- enhance community character, sense of place, and parks, trails and open spaces;
- provide innovation to fulfill community needs and visions;
- improve community wellbeing, education, health, arts, culture, and heritage;
- harmonize the built and natural environment while promoting efficacy in water supply, wastewater and storm water disposal;
- facilitates the safe and efficient movement of people and vehicles; and
- strategizes excellent public safety and emergency services, land use decisions and the allocation of limited resources and helps to prioritize City actions and budgets.

It is the Planning Commission’s responsibility to produce and adopt a Plan. A DOLA grant (\$50,000) with City match (\$50,000) has been secured, approved and budgeted. This year, in lieu of the annual review and prioritization of the 2010 Comp Plan action items, the Planning Commission strongly advises Council to approve the Logan Simpson contract so that work on updating the 2020 Plan and zoning regulations can begin.

In summary, a quote from the recent Planning 101 training from Ed McMahon (Planners Web) is germane, *“Who would invest in a corporation if it didn’t have a business plan? The same is true for a community if it doesn’t have a plan. Every successful intuition, whether a corporation or a community, needs to plan.”*

Thank you for the opportunity to express our support for the Logan Simpson Contract.

Jon DeVaux, Chairman
Jerry Penland
Peter Scanlon

Geoff Watson, Vice Chair
Vickie Good
Larry Larsen

Ken Hartsfield
Ellen Carrick
Lee Brown

CITY OF WOODLAND PARK

Comprehensive Plan and Code Review Consulting Contract

with

Logan Simpson

THIS CONTRACT ("Contract") for **Consulting Services** is entered into effective as of this 17th day of December, 2020, by and between the City of Woodland Park, a Colorado home rule city (the "City"), and Logan Simpson, LLC (the "Consultant").

In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereto agree as follows:

TERMS

1. **PROJECT DESCRIPTION AND SCOPE OF WORK.** The project shall consist of the provision of the services and all materials and equipment necessary for performing the service, as described in Exhibit A Scope of Work" attached hereto and in accordance with the Contract Documents (the "Work").

Consultant shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work as required by this Contract. Consultant shall perform the Work using that degree of skill and knowledge customarily employed by other professionals performing similar services in the State of Colorado.

2. **CONTRACT DOCUMENTS.** The "Contract Documents" shall collectively include Contract signed by City and Consultant and any change orders issued by the City and all exhibits attached hereto and incorporated herein.

3. **COMPENSATION.** This is a firm fixed price contract in the amount of One Hundred Thousand Dollars (\$100,000). Consultant is not entitled to any compensation beyond this amount except as approved in writing by approval of the City Council. In the event that funds are not appropriated to compensate Consultant, this agreement shall terminate and Consultant shall be entitled to payment for all work completed prior to termination but shall not be required to undertake any work for which an appropriation has not been made.

4. **CHANGES IN THE SCOPE OF WORK.** A change in the Scope of Work shall comprise any change or amendment of the services or work, or any services or work, which are different from or additional to the Work, specified in Section 1 of this Contract. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by approval of the City Council. If the Consultant proceeds without such written authorization, then the Consultant shall be deemed to have waived any claim for

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Deleted: The City shall compensate the Consultant for the Work, subject to City annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents, in an aggregate amount not to exceed **\$100,000**, based upon the rate schedule, key personnel schedule and task breakdown schedules set forth in Exhibit B. The not-to-exceed amount includes all of Consultant's direct and indirect costs

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additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the Work described in the scope of work set out in Exhibit A, it does so at its own risk. Costs for changes in the scope of work will be based upon the rate schedule in Exhibit B.

A. Progress Payments. Consultant shall submit invoices to the City's for progress payments according to the deliverable schedule in the Scope of Work. The City's approval of invoices shall be a condition of payment. The City will pay approved invoices, or parts thereof, 30 days after submittal. All invoices shall be addressed to the City as follows: "City of Woodland Park, P.O. Box 9007, Woodland Park, CO 80866, ATTN: PLANNING DIRECTOR".

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B. Requirements for Payment.

1. Invoices. Consultant invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

2. Invoice Documentation. With each invoice, the Consultant shall submit a brief progress report describing the Work performed, results achieved, percentage complete, percentage of total compensation amount, the status of deliverables and a certification that the Consultant is current in payment of all employees and subcontractors and vendors.

C. Unsatisfactory Invoices or Work. The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for Work, which is not completed as scheduled or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination of the Consultant.

5. TERM OF CONTRACT/START AND COMPLETION OF WORK. Consultant shall commence Work when the City gives the Consultant a written notice to proceed. The Consultant shall complete all Work in by December 31, 2021, or when the Work has been completely performed to the City's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified in Section 11.

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6. CONSULTANT'S REPRESENTATIONS.

A. Consultant has the required authority, ability, skills and capacity to, and shall, perform the Work in a manner consistent with this Contract. Further, all employees and subconsultants of Consultant employed in performing the Work shall have the skill, experience and licenses required to perform the Work assigned to them.

B. To the extent the Consultant deems necessary in accordance with prudent planning practices, it has inspected and familiarized themselves with the community and surrounding areas whereupon it may be called to perform its obligations under this Contract, and is familiar with the requirements of the Work and accepts them for such performance.

C. It is validly organized and exists in good standing under the laws of the State of Colorado, and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

D. Consultant has knowledge of all of the legal requirements and business practices in the State of Colorado that must be followed in performing the Work and the Work shall be performed by Consultant in conformity with all applicable laws, ordinances, codes, rules and regulations.

E. Pursuant to §§8-17.5-101, *et seq.*, C.R.S., definitions in which are hereby incorporated:

1. Consultant certifies that, at the time of executing the Contract, Consultant does not knowingly employ or contract with an illegal alien and that the Consultant has participated or attempted to participate in the Basic Pilot Program in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

2. Consultant shall not:

a. Knowingly employ or contract with an illegal alien to perform work under the Contract; or

b. Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

3. Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and, if Consultant is not accepted into the Basic Pilot Program prior to entering into the Contract, that Consultant shall apply to participate in the Basic Pilot Program every three months until the Consultant is accepted or the Contract has been completed, whichever is earlier. This provision shall not be required or effective if the Basic Pilot Program is discontinued.

4. Consultant is prohibited from using the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.

5. If Consultant obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, Consultant is required to:

a. Notify subcontractor and City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required in 6.E.5.a above the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Consultant is required to comply with any reasonable request the Department of Labor and Employment makes in the course of an investigation that the Department of Labor and Employment is undertaking.

7. If Consultant violates any provision pursuant to §§8-17.5-101, *et seq.*, C.R.S., City may terminate the Contract for a breach of the Contract and Consultant shall be liable for actual and consequential damages to City.

F. This Contract constitutes the legal, valid and binding obligation of the Consultant enforceable in accordance with its terms.

7. **INDEMNIFICATION**. Consultant shall indemnify, defend and hold harmless the City and each of its officers, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the acts or omissions of the Consultant or any of its subcontractors or material suppliers, agents or employees, in connection with this Contract and/or the Consultant's Work hereunder. Further, the Consultant hereby agrees to indemnify, defend and hold harmless the City and each of its officers and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the acts or omissions of the Consultant, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the City or any of its officers or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. The obligations of the indemnifications extended by the Consultant to the City under this Section shall survive termination or expiration of this Contract.

8. PROJECT WARRANTIES.

A. Consultant's warranties in respect of the Work (the "Project Warranties") are as follows: Consultant warrants to the City that the Work shall be in accordance with the professional standard of care for similar consultants performing similar work in the State of Colorado and that all work shall meet all of the requirements of this Contract. Work not conforming to the Project Warranties, including substitutions not properly approved and authorized, shall be considered defective. Consultant shall furnish satisfactory evidence as to the kind and quality of products, deliverables, materials and equipment.

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B. Consultant shall promptly correct Work rejected by the City for failing to conform to the Project Warranties. Consultant shall bear all costs of correcting such rejected Work and compensating the City for expenses made necessary thereby.

C. Project Warranties shall commence on the date work has been completed. Notwithstanding the foregoing provisions of this Section of this Contract is terminated prior to completion of the Work, Project Warranties in respect of all Work performed under this Contract by the Consultant prior to such termination shall be deemed to commence on the date immediately preceding the effective date of such termination.

D. If at any time within one year 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, the Consultant shall correct it promptly after receipt of written notice from the City to do so.

9. ASSIGNMENT. Neither the City nor Consultant may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other Party.

10. OWNERSHIP OF MATERIALS AND RISK OF LOSS. The City shall be deemed the owner of all materials incorporated into the Work at such time as the City has paid for those materials, and shall be deemed the owner of all materials paid for by the City.

11. TERMINATION.

A. Types of Termination.

1. Default and Termination For Cause. Events of Default. Consultant shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described in this Section 11(A)(1).

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the City or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.

e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.

f. Any attempt by the Consultant to assign its performance of this Contract without the consent required by Section 9.

g. Termination of any subcontract for any substantial Work without the prior written consent of the City.

2. Termination Not For Cause. In addition to any other rights provided herein, the City shall have the right in its sole discretion to terminate, not for cause, this Contract and further performance of the Work by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

B. Remedies.

1. City's Remedies Upon Termination For Cause. Upon an Event of Default by the Consultant, the City may by notice terminate this Contract for cause immediately.

2. City's Remedies Upon Termination Not For Cause. The City shall provide a notice of termination not for cause to the Consultant thirty days prior to termination.

3. Any Other Remedies Allowed by Law. The City shall be entitled to any other remedies allowed by law in addition to the remedies provided herein.

C. Payment and Liabilities Upon Termination.

1. Termination for Cause. If an Event of Default has occurred, the Consultant shall be liable to the City for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the City or any party acting on the City's behalf in completing the Work or having the Work completed (excluding changes in the Work by the City following such Event of Default). The City shall determine the total cost of the Work satisfactorily performed by the Consultant prior to the date of termination for cause. All reasonable damages, losses, costs and charges incurred by the City, including attorney's fees and costs, relating to obtaining and mobilizing another consultant, of completing the Work and of retaining another contractor's acceptance of full responsibility for all obligations of the Consultant under this Contract shall be deducted from any monies due or which may become due to the Consultant. The City shall determine the total amount due and shall notify the Consultant in writing of the amount the Consultant owes the City or the amount the City owes the Consultant.

2. Termination Not For Cause. After termination not for cause, the Consultant shall submit a final termination settlement invoice to the City in a form and with a certification prescribed by the City. Consultant shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the City upon written request of the Consultant within such thirty-day period. If the Consultant fails to submit the invoice within the time allowed, the City's payment

obligations under this Contract shall be deemed satisfied and no further payment by the City to the Consultant shall be made.

D. Consultant's Obligations Upon Termination. After receipt of notice of termination, and unless otherwise directed by the City, the Consultant shall immediately proceed as follows:

1. Stop work on the Work as specified in the notice of termination; and
2. Take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Consultant and in which the City has or may acquire an interest.

E. Right to Cure. Prior to termination pursuant to Section 11.A above, the Party wishing to terminate the agreement shall provide thirty (30) days notice to the non-terminating Party. The non-terminating Party shall have opportunity during the thirty (30) days to cure any default prior to termination of the contract.

12. INSURANCE.

A. Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions hereof, and at any time thereafter necessary to protect the City and its respective officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Contract by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in Paragraph B of this Section 12. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the City. The City and its respective officers, employees, and agents shall be named as an additional insured on the Consultant's commercial general liability insurance, automobile liability insurance, and excess liability insurance. Consultant's insurance shall provide that the insurer will give the City sixty (60) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Section 12.

B. Minimum Insurance Coverages:

1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of \$100,000 each accident, \$500,000 Disease-Policy Limit, \$100,000 Disease each employee.

2. Commercial general liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence; \$2,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability without employment exclusion;
- c. Blanket contractual;

- d. Broad form property damage, including completed operations;
- e. Products and completed operations;
- f. Independent contractors' coverage;
- g. Explosion, collapse and underground;
- h. Contractors' limited pollution coverage; and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

3. Commercial automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned, and employee non-owned vehicles used at the contractor project site.

4. Professional Liability – coverage in the amount of \$1,000,000 each claim and in the aggregate covering the negligent acts or omissions of the Consultant and/or its subcontractors in the performance of the Work.

5. Excess Liability Coverage – Liability coverage inclusive of general liability, professional liability, automobile liability and employers liability in the amount of at least \$1,000,000 combined single limit bodily injury and property damage, each occurrence: and \$1,000,000 in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6. All coverages specified herein shall waive any right of subrogation against the City and its officers and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

C. Additional Insured Parties. All policies (with the exception of workers' compensation insurance) shall insure the interest of the City and its respective officers, employees, agents, and consultants.

D. Certificates of Insurance. Prior to commencing any work under the Contract, the Consultant shall provide the City with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the work, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage, and automobile liability insurance, in amounts satisfactory to the City and the Consultant and containing the "additional insured" and "cancellation" conditions found in this Section 12. If the coverage required expires during the term of this Contract, the Consultant and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least 15 days prior to expiration.

E. Additional Provisions. Each general liability policy and, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. For any claims related to the work performed or to be performed by the Contract, the Consultant's insurance coverage shall be primary insurance with respect to the City and its officers and employees. Any insurance maintained by the City (or officers and employees) shall be in excess of the Consultant's insurance and shall not contribute to it.

2. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

F. Failure to Comply with Reporting Provisions. Any failure on the part of the Consultant to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Consultant to provide the required coverage to the City (and its officers and employees).

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Consultant the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. Consultant agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. Consultant's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Contract is executed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Consultant shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the City requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, Consultant shall obtain such insurance, if available, in a form and for a cost approved by the City, and the cost thereof shall be charged to the City.

14. MISCELLANEOUS PROVISIONS

A. INDEPENDENT CONTRACTOR. CONSULTANT IS AN INDEPENDENT CONTRACTOR AND NOTHING HEREIN CONTAINED SHALL CONSTITUTE OR DESIGNATE THE CONSULTANT OR ANY OF ITS EMPLOYEES OR AGENTS AS EMPLOYEES OR AGENTS OF THE CITY. THE CITY IS CONCERNED ONLY WITH THE RESULTS TO BE OBTAINED.

B. Time is of the Essence. The performance of the Work of the Consultant shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of the Contract. It is agreed that time is of the essence in the performance of this Contract.

C. Notices. Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when received in the United States' mail, first-class postage prepaid addressed to :

City:

Consultant:

Sally Riley, Planning Director
City of Woodland Park
P.O. Box 9007
Woodland Park, CO 80866

Bruce Meighen, Principal Planner
Logan Simpson
213 Linden Street, Suite 300
Fort Collins, CO 80524

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

D. Headings. The headings and captions in this Contract are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Contract.

E. Controlling Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in the State of Colorado, County of Teller.

F. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

G. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

H. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

I. Severability. The invalidity or unenforceability of any portion or previous version of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provisions.

J. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

K. Contract Modification. The Contact Documents may not be amended, altered, or otherwise changed except by a written agreement between the parties.

L. Compliance with the Law. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, codes, rules and regulations.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Contract.

CITY OF WOODLAND PARK

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

CONSULTANT

By: _____
Its: _____

ATTEST:

EXHIBIT A. SCOPE OF SERVICES

The following section details a work plan for accomplishing the project goals and deliverables, including descriptions of the tasks to be performed and a summary of the deliverables to be provided to the City.

PHASE 1 COMPREHENSIVE PLAN

Task 1. Initial Meeting (January)

A kickoff meeting with City Staff, and Logan Simpson will be held via video conference call to review the project schedule; discuss communication protocols; identify key issues and project milestone goals; begin data acquisition; and prepare a list of individuals; agencies and community groups to contact for stakeholder interviews. Ongoing project management activities will include weekly to bi-weekly phone calls which will be scheduled at this kickoff meeting to ensure that the project scope, schedule, deliverable quality, and budget are effectively managed and meet expectations throughout the entire process.

Logan Simpson will work with the City to develop a color palette and general theme that will result in new branding elements for the Plan.

Deliverables:

- Video conference call, facilitation, agenda, summary
- Weekly Calls with Staff
- Detailed Project Schedule
- Initial Community Engagement Plan

Task 2. Review Existing Plans (January)

It is key to understand how the City's current policy guidance needs to be improved or added to in order to ensure a vision that both meets the community's expectations and addresses resiliency and adaptability to changing trends and needs. Our team will review relevant existing plans, policies, guiding documents, and programs (including those documents listed in the RFP) as well as compile a digital plan audit for review by City Staff and the Subcommittees. The plan audit will allow the City to take a hard look at existing goals and policies to determine those that should remain, those that should be tuned up and those that are no longer relevant. This task will coincide with Task 11, Review of Codes.

Deliverables:

- Plan Audit
- Plan Audit Summary

Task 3. Data Collection and Existing Conditions Analysis (January - February):

Data will be collected via City and County GIS, US Census, internet resources such as Headwater Economics, On the Map and Data USA and more importantly, individual stakeholders in the community. This data serves to begin the process of developing existing conditions analyses as well as basemaps for identifying special opportunities which will inform the future land use map down the road. At this time special attention will be paid to including

content on water availability limitations, buildout, affordable housing needs, the Highway 24 bypass, neighborhoods, senior age-friendly community design provisions and services, the “Ring the Park” trail system, the 3-mile plan, identification of hazards, and regional coordination with Teller County among others.

We will create a series of existing conditions and trends – snapshots – that will provide overview of baseline conditions, and define how those conditions and projections influence the development of policies, actions, and focus areas for the comprehensive plan. These snapshots will aid the City and the Subcommittees in updating Woodland Park’s vision by identifying major trends and opportunities while developing a strategic, forward-thinking plan. The existing conditions snapshots will be a standalone document that will later be incorporated into the final plan. Illustrating these trends within the snapshots and the need for potential new strategies and direction will be important to increase public understanding and awareness during the Comprehensive Plan process.

Our team will conduct the equivalent of three (3) full days of one-on-one video conference interviews with stakeholders or small groups that have an interest in the plan update, including newly elected City Council members. Interviewees will be identified based on recommendations from City staff discussed during Task 1. Interviewees should include elected officials; Planning Commissioners and other board members; residents; business groups and large employers; developers, builders, and realtors; infrastructure providers (e.g. water/ sewer districts; emergency services); under-represented groups (e.g. seniors, youth and minority populations); and conservation/ wildlife groups and agencies. The purpose of these sessions will be to gather feedback on issues and opportunities, generate initial visioning ideas, and stimulate community interest.

Deliverables:

- Existing conditions “snapshots”
- Basemap
- Stakeholder meetings via phone or video conference

Task 4. Community Engagement Plan and Website Development (February - March):

After the timeline and engagement goals are established (during the staff kickoff meeting) a community engagement plan will be developed to identify engagement groups, outreach opportunities, target outreach dates, and discussion goals. At this time, a project website or page within the City website will be developed to house project updates, a document library, and provide a place for community feedback. The website will remain in effect for the duration of the project and online questionnaires targeted at understanding the community’s vision, opportunities and code related issues will be posted at strategic points in the process. Logan Simpson will host and maintain the website separate from the City’s website that will be undergoing a major overhaul. A link to the project website will be housed on the City’s website during and after site construction.

Deliverables:

- Community Engagement Plan

- Project Website

Task 5. Community Kickoff Meeting (March):

This event (or series of events) can coincide with an existing city event or be a stand-alone City celebration. The kickoff event will be geared towards informing the community of the overall process and identifying what people love about Woodland Park as well as opportunities for improvement. The thoughts and ideas shared through this event will directly inform the underlying vision of the plan. An online questionnaire will follow the event to ensure those not able to attend in person are able to provide input. The event will be advertised at different venues to attract a diversity of attendees. Pre-determined one-on-one stakeholder interviews would occur within the same timeframe as the kickoff event to dive deeper into the issues and opportunities of the community as well as ask targeted code related questions.

Should these events need to occur in a virtual arena, we would employ digital opportunities for engagement such as virtual town halls, and a more robust online questionnaire process.

Deliverables:

- Event plans including locations, responsible parties, required meeting materials
- Attendance at or facilitation of event, all required materials, and event summary

Task 6. Subcommittee Meetings (February - April):

The City of Woodland Park will engage with Subcommittees for each of the plan elements. Subcommittees will be utilized to draft the majority of the plan edit recommendations with guidance and resources from our team. Four meetings will be held between the consultant team and Subcommittees with an initial kickoff meeting in June following the Community Kickoff Event. Three additional presentations will be given by the Subcommittees to our team throughout the process which will be geared toward updating the vision and policies of each plan element. At the initial meeting, existing conditions, community feedback, technical expert recommendations, and plan audit materials will be provided to the subcommittees along with draft updates for review and edits.

Additionally, the digital plan audit will be given to the subcommittees as part of task 2. This can serve as a pre-introduction to the project for the subcommittees prior to the first full meeting in June.

Deliverables:

- Kickoff meeting with subcommittees (in person or video conference call), facilitation, agenda, meeting summary
- Three (3) subcommittee presentations to consultant team and staff

Task 7. Mapping (February - May):

Utilizing data gathered from the existing conditions, discussion during public input, and feedback from the Subcommittees, we will determine present and future community facility, transportation, and utility needs; and identify any changes to future land uses within the project area in order to update the Comprehensive Plan Map. This map will be prepared in GIS for easy translation back to the City at project completion.

The City might consider adding maps for density and water use, in order to better understand where increased density could occur with limited impact to water use and infrastructure. These additional maps would require access to existing City GIS and parcel data.

Deliverables:

- Preliminary Future Land Use Map in GIS format
- Final Future Land Use Map in GIS format

Task 8. Draft Comprehensive Plan (May):

We will enhance goals and objectives developed by the Subcommittees and develop implementation actions to enhance the Comprehensive Plan text and ensure it aligns with new values. Updated policies will consider additional concepts for addressing housing needs, hazards and resiliency identified in Task 3. Per State statutes, a recreation and tourism element will be added to the plan.

Deliverables:

- Updated goals, policies, and implementation actions draft

Task 9. Review Draft (May - June):

Staff and the Subcommittees will review the draft goals, policies, and implementation actions proposed by our team in conjunction with the preliminary future land use map recommendations. Comments will be compiled into one document and delivered to our team for incorporation into the final Comprehensive Plan Update document.

Deliverables:

- Mock up for a plan layout that is highly graphic
- Final Comprehensive Plan update document

Task 10. Executive Summary (June - July):

A highly graphic digital executive summary will be prepared for posting on the City's website to summarize the key goals and objectives of the Comprehensive Plan that the City can utilize in communicating with the public and elected officials through adoption.

Adoption of the plan will be the responsibility of City Staff.

Deliverables:

- Digital Executive Summary

PHASE 2 CODE REVIEW

Task 11. Detailed Code Understanding (July-August):

An essential step in the code update process is to understand the existing code structure - how it works, what's inside, what's working and what's not. Review of the existing code will take place concurrently with Task 2 detailed above, allowing us to seamlessly integrate the updated policies. This task will include review of the existing code, planning documents, recent development approvals, variances, and other pertinent documents as well as relevant case law to ensure that our recommendations are consistent with State statutes. As part of early stakeholder interviews/small group meetings identified in Phase 1, feedback will be gathered on the current development review process and existing standards from the perspective of those who are developing, building, and operating businesses in the community - essentially those who are most familiar with the development application process. The information will be compiled in a spreadsheet outlining existing code sections with notes regarding our initial assessment of relevance based on best practices and public input.

Deliverables:

- Preliminary document review spreadsheet

Task 12. Meeting with City Attorney and Staff (August):

In order to fully understand the issues with the existing code, a video conference meeting will be held with the City Attorney and staff. Our team will ask questions targeted at understanding how application processes are working; whether there needs to be an update to the zone districts (this will further be informed by the future land use map); and a discussion of design standards. The summary of issues resulting from these meetings will be combined with information compiled in Task 11 to result in a code assessment report which will serve as a road map for developing the specific recommendations for updating the code.

Deliverables:

- Code assessment report

Task 13. Work Session with PC and CC (August - September):

The code assessment will be presented to the Planning Commission and City Council in a work session to vet the concepts. Following consensus, our team will prepare the final recommendations in a memo form and delivered to staff who will make the necessary code language updated. The recommendations will include issues covered in the code assessment report as well as specific regulations to implement the updated goals and policies of the Comprehensive Plan.

Deliverables:

- Final recommendations to staff

Task 14. Draft Code Amendments in Ordinance Form (August - September):

Given that this process is not intended to result in a full code overhaul, our team will assist staff in preparing an ordinance for adoption of the code update and provide feedback and proposed edits to the staff drafted code language.

Deliverables:

- Final ordinance

Task 15. Adoption (October/November):

The City Attorney will bring forward the code ordinance. This process will run concurrent with the staff led Comprehensive Plan Adoption process.

PROPOSED SCHEDULE

TASK	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
<i>Phase 1: Comprehensive Plan</i>										
Task 1 Initial Meeting										
Task 2 Review Existing Plans										
Task 3 Data Collection and Existing Conditions Analysis Data										
Task 4 Community Engagement Plan and Website Development										
Task 5 Community Kickoff Meeting										
Task 6 Subcommittee Meetings										
Task 7 Mapping										
Task 8 Draft Comprehensive Plan										
Task 9 Review										
Task 10 Create Executive Summary										
<i>Phase 2: Land Use Code Review and Recommendations</i>										
Task 11 Detailed Code Understanding										
Task 12 Meeting w/City Attorney and Staff										
Task 13 Worksession w/PC and CC										
Task 14 Draft Code Amendments in Ordinance Form										
Task 15 City Attorney Bring Forward Revisions in October and November 2021 – This will run Concurrent with Comprehensive Plan Adoption led by the Planning Commission and City Staff										



City of Woodland Park Memo to City Council

Council Meeting on Dec. 17, 2020

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
8. A.	Planning	Sally Riley, AICP Planning Director

AGENDA ITEM

8. A. *To Consider Ordinance No. 1389, Series 2021 on first reading to amend Section 2.44.020 B. of the Municipal Code and to amend the Historical Preservation Committee Bylaws, specifically, Article II - Membership, Section 2: Appointment and Term of Office to establish four-year terms and set the public hearing for January 7, 2021. (L)*

BACKGROUND

1. On April 7, 2020, a majority of the Woodland Park voters passed a City Charter amendment to Article V of the Charter that limits the appointments to the Historical Preservation Committee to two terms or a maximum of eight years whichever is the lesser.
2. Currently, §2.44.020. B. of the Municipal Code and the Historical Preservation Committee's original bylaws and rules of procedures limit HPC to two-year terms of office with no term limits.
3. Furthermore, the Historical Preservation Committee membership is required to uphold its Certified Local Government (CLG) status by maintaining professional expertise of 40% of its membership, and training requirements for all members.
4. Therefore, the current two-year term limit is recommended to change to a four-year term limit for Historical Preservation Committee appointments beginning in 2021 with appointments taking place on January 21, 2021.

RECOMMENDATION

To approve Ordinance No. 1389, Series 2021 on first reading to amend Section 2.44.020 B. of the Municipal Code and to amend the Historical Preservation Committee Bylaws, specifically, Article II - Membership, Section 2: Appointment and Term of Office to establish four-year terms and set the public hearing for January 7, 2021.

ATTACHEMENTS

1. Ordinance 1389, Series 2021
2. Amended (redlined) HPC Bylaws and Rules of Procedures

Please contact the Planning Department (687-5283) if you have any questions.

**CITY OF WOODLAND PARK
ORDINANCE NO. 1389, SERIES 2021**

**AN ORDINANCE TO AMEND THE BYLAWS AND RULES OF PROCEDURES FOR
THE HISTORICAL PRESERVATION COMMITTEE AND AMEND §2.44.020. B. OF
THE MUNICIPAL CODE**

WHEREAS, the City Council of the City of Woodland Park, Colorado adopted Ordinance 607, Series 1994, which calls for the establishment of a Historical Preservation Committee with specific terms and no term limits; and

WHEREAS, Ordinance No. 607, Series 1994, Section 2. C, and codified as §2.44.020. C. of the Municipal Code states that the Historical Preservation Committee shall establish and operate according to bylaws, subject to the approval of same by City Council; and

WHEREAS, Ordinance No. 607, Series 1994, Section 2. B, and codified as §2.44.020. B. of the Municipal Code establishes terms of office of the Historical Preservation Committee; and

WHEREAS, Resolution 504, Series 2000, adopted the Historical Preservation Committee's original bylaws and rules of procedures that included two-year terms of office with no term limits; and

WHEREAS, Ordinance No. 1365, Series 2020 submitted a ballot question to the electors of the City related to amending the City Charter to create term limits for Boards, Commissions, and Committees; and

WHEREAS, on April 7, 2020, a majority of the voters passed a City Charter amendment to Article V of the Charter that limits the appointments to the Boards, Commissions, and Committees to two terms or a maximum of eight years whichever is the lesser; and

WHEREAS, the Historical Preservation Committee membership is required to uphold its Certified Local Government status by maintaining professional expertise of 40% of the appointed membership, and training requirements for all members; and

WHEREAS, the current two-year term limit is recommended to change to a four-year term limit for appointments to the Historical Preservation Committee beginning January 1, 2021.

**NOW, THEREFORE, THE CITY OF WOODLAND PARK, COLORADO
ORDAINS:**

Section 1. §2.44.020. B of the Municipal Code is hereby amended as follows:

Appointment and Terms of Office. The members of the Committee ~~shall~~ **will** be appointed by the city council, and shall serve to serve ~~two-year~~ **four-year**, ~~overlapping~~ **staggered** terms. Members may continue to serve, until their successors have been appointed. In the event of a vacancy

between terms, the city council shall appoint an interim member of the remainder of said term.

Section 2. The current Bylaws and Rules of Procedure of the Historical Preservation Committee, Article II – Membership, Section, 2. Appointment and Term of Office is hereby amended from a two-year term to a four-year term and a two-term limit as annotated by Exhibit A attached hereto.

The foregoing Ordinance was adopted at a regular meeting of the City Council, held in Woodland Park, Colorado, on the ____ day of _____, 2021.

Val Carr, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

APPROVED AS TO FORM:

Jason Meyers, City Attorney

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

These Bylaws and Rules of Procedures of the Woodland Park Historical Preservation Committee were adopted pursuant to the direction of the Woodland Park City Council on August 17, 2000 and amended on March 5, 2009. These amended Bylaws and Rules of Procedures were adopted on December 17, 2020 pursuant to the direction of the Woodland Park City Council and became effective on January 4, 2021.

ARTICLE I
PURPOSE

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

ARTICLE II
MEMBERSHIP

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

Section 2: Appointment and Term of Office: The members of the Committee will be

appointed by the Council to serve ~~two-year~~ **four-year**, staggered terms. ~~Initial appointments shall establish the staggering so that two members shall be appointed to a one-year term and the other three members will be appointed to a two-year term.~~ Appointments will be made at the ~~second~~ regular Council meeting in January of each year. Appointments will also be made at such times as necessary to fill vacancies caused by resignation, removal, death or incapacity. There will be ~~no limit on~~ **two terms limit** that a member may serve on the Committee.

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

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

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

ARTICLE III **POWERS AND DUTIES**

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

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

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

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

Section 5: Advise. The Committee will advise and assist owners of historic properties and /or potential historic properties as well as any citizen on the physical and financial

aspects of preservation, renovation, rehabilitation, and reuse, including the nomination process.

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

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

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

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

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

ARTICLE IV **ORGANIZATION**

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

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

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

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

ARTICLE V **MEETINGS AND MEETING PROCEDURES**

Section -1I: Regular Meetings. The regular meeting date will be the first (1st) Monday of the month or as determined by the members of the Committee. Meetings will be scheduled when agenda items warrant a meeting that month. The meetings will be held at City Hall, Woodland Park, Colorado, unless advertised differently. If a meeting is deemed necessary and a legal holiday is on the same day as the regular meeting, or a quorum of members cannot attend for a meeting on a regular meeting date, such meeting will be rescheduled on an alternate day.

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

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

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

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

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

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

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

follows:

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

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

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

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

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

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

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

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

ARTICLE VII

AMENDMENTS

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

IN WITNESS WHEREOF, THE CITY OF WOODLAND PARK HISTORICAL PRESERVATION COMMITTEE AND THE CITY OF WOODLAND PARK CITY COUNCIL HAVE APPROVED AND SIGNED THESE BYLAWS AND RULES OF PROCEDURE OF THE CITY OF WOODLAND PARK HISTORICAL PRESERVATION COMMITTEE UPON THE DAY, MONTH AND YEAR SPECIFIED BELOW. TO BE EFFECTIVE UPON THE ____ DAY OF _____, ~~2000~~2020. CITY OF WOODLAND PARK HISTORICAL PRESERVATION COMMITTEE APPROVED AND ADOPTED THIS ____ DAY OF _____. ~~2000~~2021.

HISTORICAL PRESERVATION COMMITTEE

CHAIRPERSON

VICE-CHAIRPERSON

CITY OF WOODLAND PARK CITY COUNCIL

REVIEWED AND ADOPTED THIS _____ DAY OF _____ ~~2000~~2020

CITY COUNCIL:

ATTEST:

MAYOR

CITY CLERK



City of Woodland Park Staff Report for City Council

Meeting Date: December 17, 2020

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
9C	Finance	Emily Katsimpalis Finance Director

ITEM:

Ordinance No. 1386, 1387

Following a Public Hearing, approve Ordinance No. 1386, Series 2020: "AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR FOR GENERAL FUND (100)."

And

Ordinance No. 1387, Series 2020: "AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100)."

BACKGROUND:

In accordance with the City Charter, the City Manager prepared and submitted a budget to City Council on October 15, 2020. Over the course of several Council meetings and work sessions, staff and Council reviewed and discussed the proposed draft of the recommended 2021 budget. Changes were made following the initial budget proposed. The ordinances was approved on initial posting on December 3, 2020 and the Public Hearing was set for tonight.

DISCUSSION:

Following a Public Hearing, Approving the Ordinances will appropriate sums of money that will allow for expenditure of revenues in each fund in the amount and for the purpose as set forth in the Ordinances. The budget document with the line item detail has been provided.

RECOMMENDED ACTION:

Following the Public Hearing, approve Ordinance No. 1386 & 1387, Series 2020 for December 17, 2020.

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1386, SERIES 2020

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR FOR GENERAL FUND (100).

WHEREAS, the City Council has adopted the annual budget for the General Fund (100) in accordance with the City Charter on December 17, 2020; and

WHEREAS, the City Council has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures in the fund as set forth in said budget or has made appropriations to expend a portion of fund balance for capital outlays, acquisitions, and improvements; and

WHEREAS, it is not only required by the City Charter, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the City.

NOW, THEREFORE THIS ORDINANCE:

THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO
ORDAINS;

That an Ordinance entitled “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR FOR GENERAL FUND (100).” be and the same is hereby adopted as follows:

Section 1. That the following sums are appropriated from the revenue or fund balance of each fund to each fund, for the purpose stated:

GENERAL FUND

Budgeted Revenue	<u>\$ 11,677,284</u>
Current Operating Expenditures	
Elected Officials	\$ 22,500
City Manager	190,228
City Attorney	172,352
Assistant City Manager	412,691
City Clerk	137,713
Municipal Court	114,949
Planning and Building	402,186
Inter/Nondepartmental	478,765

Education Support	2,487,550
Finance	422,333
Parks, Buildings and Grounds	700,893
Information Technology	295,865
Police	2,710,749
Public Works Administration	311,172
Fleet Maintenance	435,666
Street Operations	544,456
Total Current Operating Expenditures	9,840,067
Debt Service Expenditures	977,338
Capital Outlay Expenditures	370,000
Transfers Out	488,630
Total General Fund Expenditures and Transfers Out	<u>\$ 11,676,035</u>

Section 2. This Ordinance shall be in full force and effect on and after January 1, 2021 after adoption and publication required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 17th DAY OF DECEMBER, 2020.

Val Carr, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1387, SERIES 2020

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).

WHEREAS, the City Council has adopted the annual budget in accordance with the City Charter on December 17, 2020; and

WHEREAS, the City Council has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures in each fund as set forth in said budget or has made appropriations to expend a portion of fund balance for capital outlays, acquisitions, and improvements; and

WHEREAS, it is not only required by the City Charter, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the City.

NOW, THEREFORE THIS ORDINANCE:

THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO
ORDAINS;

That an Ordinance entitled “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).” be and the same is hereby adopted as follows:

Section 1. That the following sums are appropriated from the revenue or fund balance of each fund to each fund, for the purpose stated:

GRANTS FUND

Budgeted Revenues	
Victim Assistance Law Enforcement (VALE) grant	\$ 49,782
Victims of Crimes Act Grant (VOCA) grant	62,786
Transfer from General Fund	<u>33,595</u>
Total Sources	<u><u>\$ 146,163</u></u>
Victim Assistance Law Enforcement (VALE)	\$ 83,377
Victims of Crimes Act (VOCA)	62,786

Use of funds available	1,263
Total Grant Fund Expenditures	<u>\$ 147,426</u>
<u>DOWNTOWN DEVELOPMENT AUTHORITY</u>	
Budgeted Revenues	\$ 728,294
Total Sources	<u>\$ 728,294</u>
Current Operating Expenditures	\$ 215,936
Debt Service Expenditures	470,506
Total Downtown Development Authority Fund Expenditures	<u>\$ 686,422</u>
<u>CULTURE AND RECREATION FUND</u>	
Budgeted Revenues	<u>\$ 1,221,555</u>
Current Operating Expenditures	
Parks and Recreation	\$ 337,939
Cultural Center	138,468
Aquatic Center	734,657
Total Culture and Recreation Fund Expenditures	<u>\$ 1,211,064</u>
<u>LODGING TAX FUND</u>	
Budgeted Revenues	<u>\$ 165,000</u>
Transfer to General Fund	<u>\$ 149,630</u>
Total Lodging Tax Fund Transfer Out	<u>\$ 149,630</u>
<u>CONSERVATION TRUST FUND</u>	
Budgeted Revenues	<u>\$ 75,300</u>
Transfer to General Fund	\$ 13,000
Transfer to Culture and Recreation Fund	75,000
Use of Fund Balance	12,700
Total Conservation Trust Fund Transfer Out	<u>\$ 88,000</u>
<u>STREET CAPITAL IMPROVEMENT FUND</u>	
Budgeted Revenues	\$ 2,292,269
Use of Fund Balance	<u>1,634,221</u>
Total Sources	<u>\$ 3,926,490</u>
Capital Outlay Expenditures	\$ 3,778,540
Transfers Out	<u>147,950</u>
Total Street Capital Improvement Fund Expenditures and Transfers Out	<u>\$ 3,926,490</u>

STORMWATER MANAGEMENT FUND

Budgeted Revenues	\$ 157,940
Use of Fund Balance	<u>40,010</u>
Total Sources	<u>197,950</u>
Capital Outlay Expenditures	\$ 50,000
Transfer Out	<u>147,950</u>
Total Stormwater Management Fund Expenditures and Transfers out	<u>\$ 197,950</u>

WATER UTILITY ENTERPRISE FUND

Budgeted Revenues	\$ 2,296,340
Use of Funds Available	<u>1,717,542</u>
Total Sources	<u>\$ 4,013,882</u>
Current Operating Expenditures	\$ 1,683,882
Capital Outlay Expenditures	2,330,000
Total Water Utility Enterprise Fund Expenditures	<u>\$ 4,013,882</u>

WASTEWATER UTILITY ENTERPRISE FUND

Budgeted Revenues	\$ 2,031,072
Use of Funds Available	<u></u>
Total Sources	<u>\$ 2,031,072</u>
Current Operating Expenditures	\$ 1,236,933
Capital Outlay Expenditures	131,900
Debt Service Expenditures	<u>451,511</u>
Total Wastewater Utility Enterprise Fund Expenditures	<u>\$ 1,820,344</u>

Section 2. This Ordinance shall be in full force and effect on and after January 1, 2021 after adoption and publication required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 17th DAY OF DECEMBER, 2020.

Val Carr, Mayor

ATTEST:

Suzanne Leclercq, City Clerk



City of Woodland Park Staff Report for City Council

Meeting Date: December 17, 2020

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
11D	Finance	Emily Katsimpalis Finance Director

ITEM:

Tax Revenue Update

BACKGROUND:

The attached report reflects the City's three percent sales tax revenue and lodging tax **received** November 2020 for **sales incurred** by taxpayers during the month of October 2020.

New/terminated business/sales tax licenses:

- 24 new business/sales tax licenses were issued or reactivated in October.
- 0 businesses terminated or inactivated their business license in October.
- List of new business licenses are attached; new businesses within city limits are those that are highlighted.

CITY OF WOODLAND PARK
HISTORICAL TAX COLLECTIONS
October 2020

(unaudited)

Sales Tax Collection compared to prior years

MTD 2020 vs. MTD 2019 – 3.2% increase

YTD 2020 vs. YTD 2019 – 7.4% increase

YTD 2020 vs. YTD 2018 – 13.4% increase

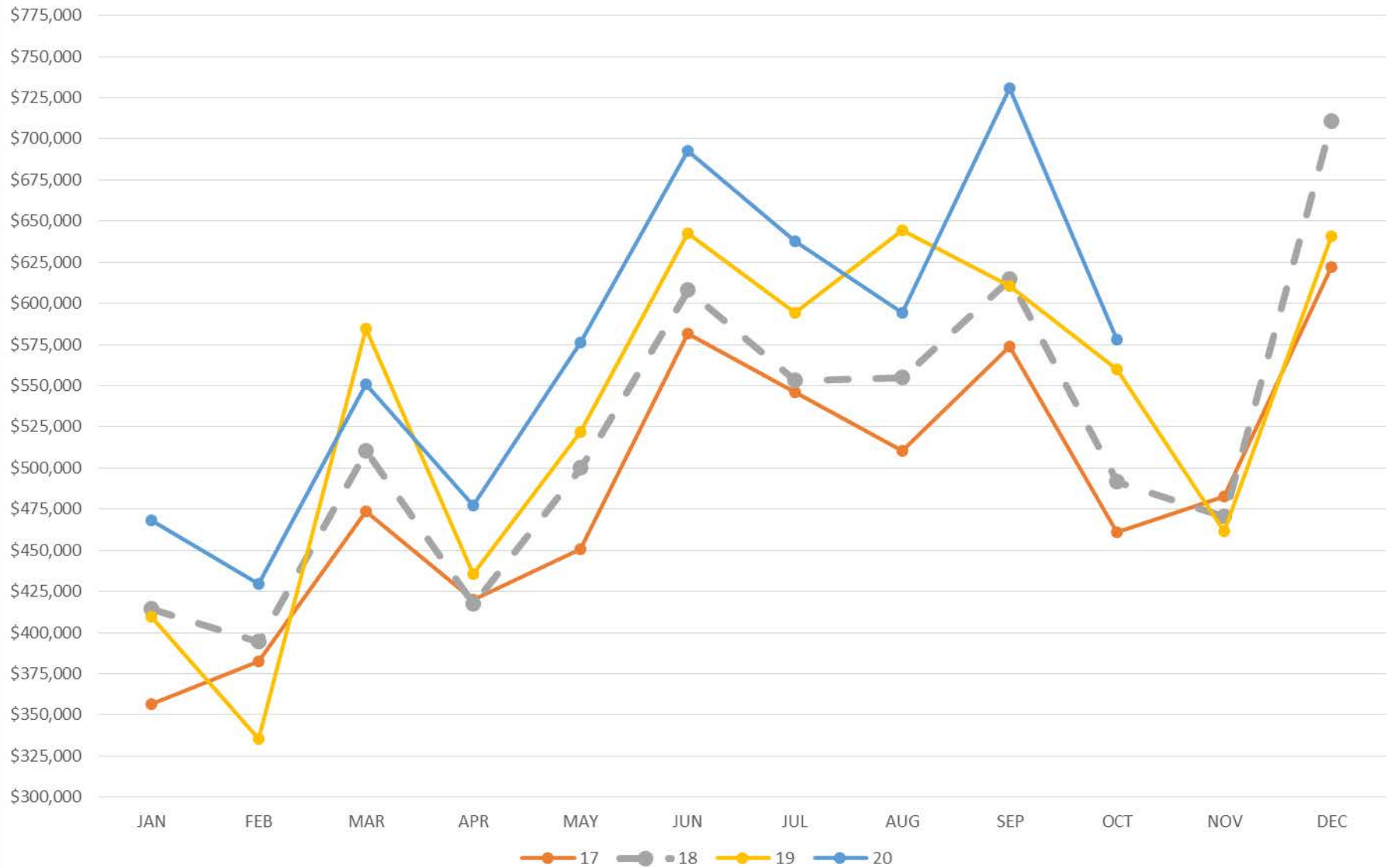
YTD 2020 vs. YTD 2017 – 20.6% increase

Lodging Tax Collection compared to prior years

YTD 2020 vs. YTD 2019 – 15% increase

(see charts and tables below)

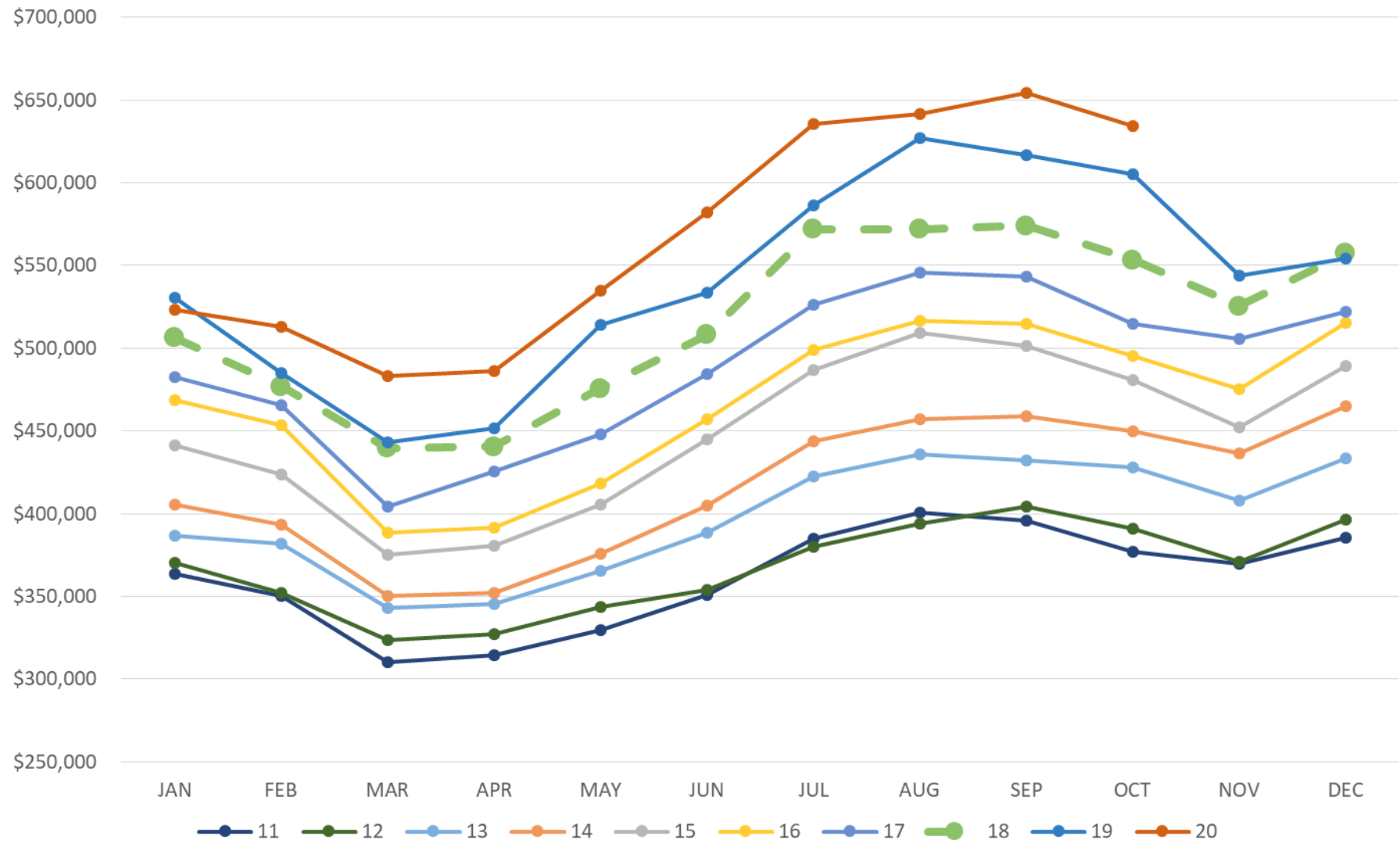
City of Woodland Park
Sales Tax Collections
2017-2020



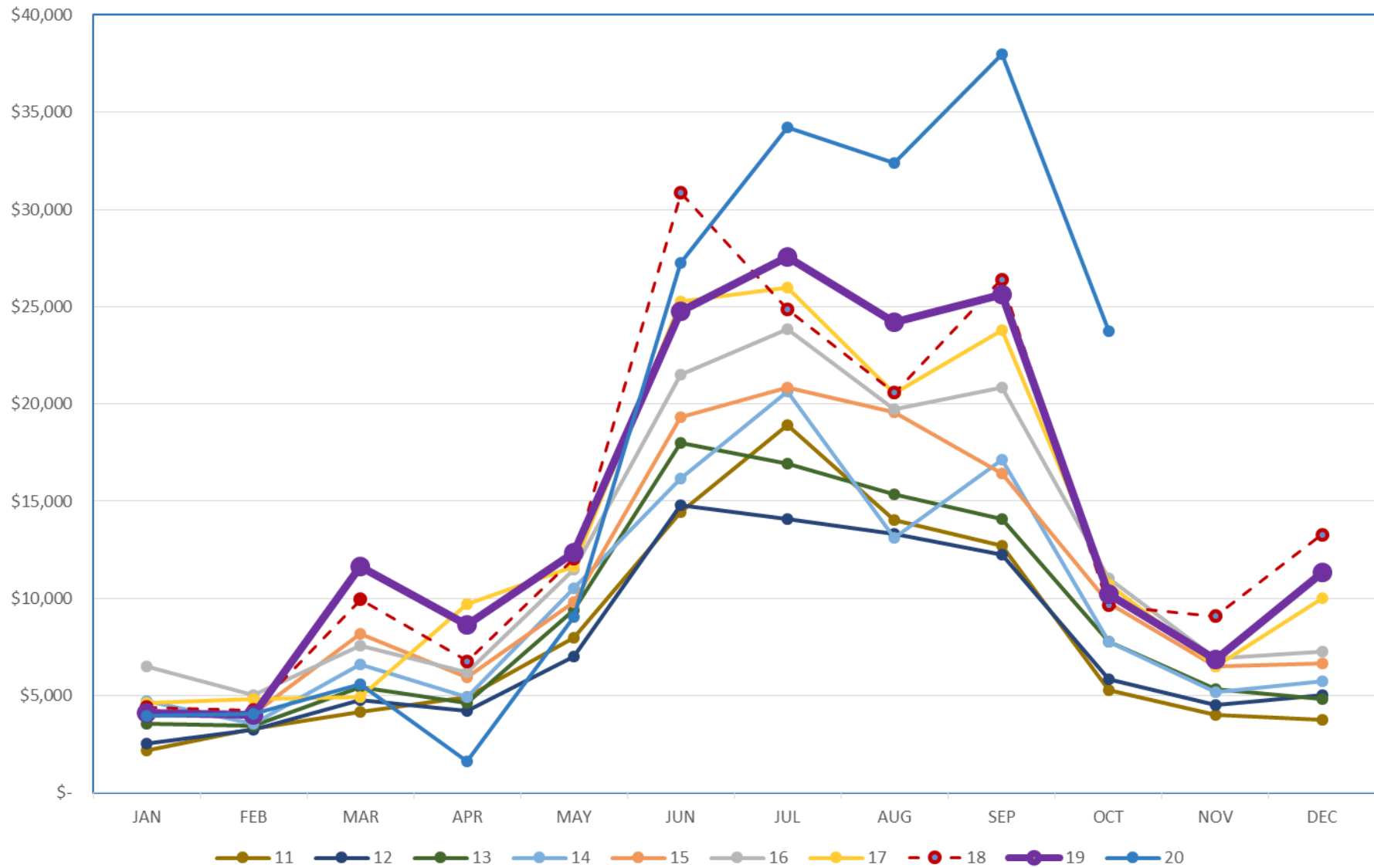
City of Woodland Park Sales Tax Collections 10-year history



City of Woodland Park
Sales Tax Collections
Rolling 3-Month Average
10-Year History



City of Woodland Park Lodging Tax Collections 5-Year History



Annual 3% Sales Tax Collection 10-Year History by Month (does not include the City's 1.09% sales tax for RE-2)

				Includes Sales Tax plus vendor fee.						
	11	12	13	14	15	16	17	18	19	20
JAN	\$293,508	\$304,571	\$323,621	\$337,313	\$360,348	\$377,888	\$356,613	\$414,283	\$409,798	\$468,475
FEB	\$288,866	\$306,084	\$324,061	\$327,397	\$347,055	\$360,223	\$382,348	\$394,349	\$335,333	\$429,745
MAR	\$348,880	\$359,606	\$380,656	\$386,803	\$418,812	\$428,017	\$473,419	\$510,278	\$584,507	\$550,768
APR	\$306,649	\$315,526	\$330,983	\$341,810	\$375,666	\$386,018	\$420,061	\$417,470	\$435,343	\$477,439
MAY	\$334,062	\$355,773	\$384,380	\$399,190	\$422,517	\$440,998	\$450,957	\$499,858	\$522,008	\$576,357
JUN	\$411,527	\$390,974	\$449,547	\$473,013	\$536,339	\$544,496	\$581,725	\$607,795	\$642,569	\$692,663
JUL	\$408,501	\$393,039	\$434,105	\$459,243	\$501,712	\$510,770	\$545,874	\$553,063	\$594,348	\$637,881
AUG	\$382,666	\$398,219	\$424,025	\$439,395	\$489,560	\$494,905	\$510,191	\$554,799	\$644,473	\$594,142
SEP	\$397,063	\$422,565	\$438,862	\$477,853	\$512,221	\$538,141	\$573,766	\$614,404	\$610,360	\$730,476
OCT	\$350,740	\$351,905	\$421,024	\$431,819	\$440,193	\$453,849	\$460,952	\$491,494	\$560,010	\$578,061
NOV	\$360,495	\$338,598	\$363,458	\$399,206	\$405,197	\$434,807	\$482,500	\$470,367	\$461,604	
DEC	\$445,725	\$498,801	\$514,984	\$563,532	\$622,513	\$657,016	\$622,098	\$710,516	\$640,506	
TOTALS	\$ 4,328,682	\$ 4,435,661	\$ 4,789,706	\$ 5,036,574	\$ 5,432,133	\$ 5,627,128	\$ 5,860,504	\$ 6,238,675	\$ 6,440,861	\$ 5,736,007
1% amount	\$1,442,894	\$1,478,554	\$1,596,569	\$1,678,858	\$1,810,711	\$1,875,709	\$1,953,501	\$2,079,558	\$2,146,954	\$1,912,002
2% amount	\$ 2,885,788	\$ 2,957,107	\$ 3,193,137	\$ 3,357,716	\$ 3,621,422	\$ 3,751,419	\$ 3,907,003	\$ 4,159,117	\$ 4,293,907	\$ 3,824,004

Annual Lodging Tax Collections 10-Year History by Month

	11	12	13	14	15	16	17	18	19	20
JAN	\$ 2,201	\$2,539	\$3,571	\$4,734	\$4,003	\$6,484	\$4,604	\$4,417	\$4,136	\$3,944
FEB	\$ 3,325	\$3,258	\$3,458	\$3,578	\$4,067	\$5,031	\$4,836	\$4,253	\$3,990	\$4,071
MAR	\$ 4,169	\$4,786	\$5,438	\$6,630	\$8,166	\$7,595	\$4,936	\$9,938	\$11,623	\$5,576
APR	\$ 4,922	\$4,192	\$4,648	\$4,947	\$5,924	\$6,177	\$9,705	\$6,768	\$8,666	\$1,598
MAY	\$ 7,982	\$6,998	\$9,411	\$10,522	\$9,799	\$11,504	\$11,652	\$12,073	\$12,368	\$9,046
JUN	\$ 14,425	\$14,814	\$17,999	\$16,144	\$19,332	\$21,492	\$25,295	\$30,867	\$24,744	\$27,267
JUL	\$ 18,909	\$14,078	\$16,913	\$20,630	\$20,852	\$23,862	\$25,998	\$24,867	\$27,564	\$34,220
AUG	\$ 14,056	\$13,330	\$15,350	\$13,101	\$19,589	\$19,739	\$20,545	\$20,572	\$24,198	\$32,413
SEP	\$ 12,718	\$12,267	\$14,067	\$17,127	\$16,412	\$20,863	\$23,805	\$26,415	\$25,655	\$37,969
OCT	\$ 5,270	\$5,825	\$7,796	\$7,764	\$9,761	\$11,038	\$10,748	\$9,656	\$10,207	\$23,728
NOV	\$ 4,010	\$4,516	\$5,325	\$5,185	\$6,490	\$6,936	\$6,524	\$9,092	\$6,843	
DEC	\$ 3,780	\$5,055	\$4,851	\$5,749	\$6,658	\$7,276	\$10,016	\$13,281	\$11,361	
TOTAL	\$ 95,767	\$91,658	\$108,827	\$116,111	\$131,053	\$147,997	\$158,664	\$172,198	\$171,357	\$179,831

New Businesses Started Between 11.01.2020 And 11.30.2020 - Sorted by Business Name - Including Contact Information

Payid/ Location Code	Customer Name/ Business Name/ Contact Name	Business Phone/ Corr Phone/ Contact Phone	Business Address/ Location Address	Sector/SIC#-Description/ Contact Email	Start Date	Business Type/ Tax Description	IntCnt Files	Res	Exmt	Pd1r
08898.1 6000	110 RESERVE LLC 110 RESERVE LLC PAM MIKESELL	(719)640-9663 (719)640-9663 (719)640-9663	PO BOX 7115 Woodland Park, CO 80863 Woodland Park	70-BARS & LOUNGES wanda.poalillo@ixero.com	11.20.2020	LLC BUSINESS LICENSE YEARLY SALES TAX	THEY YEARLY QUTRLY	No	No	No
08920.1 03000	ABBA'S ROOFING CO INC ABBA'S ROOFING CO INC NICOLE SANCHEZ	(720)775-5278 (720)775-5278 (720)775-5278	1050 Lords Hill Dr, Fountain, CO 80817 State Of Colorado	310-CONTRACTOR-ROOFING nicolia07@yahoo.com	11.02.2020	Corp BUSINESS LICENSE YEARLY	THEY YEARLY	No	No	No
08910.1 6000	ASATOR GAMES, LLC ASATOR GAMES, LLC PAUL TEMPLEMAN	(562)301-4938 (562)301-4938 (562)301-4938	1321 Telemark Dr, Woodland Park, CO 80863 Woodland Park	345-DISTRIBUTOR asatorthegame@gmail.com	11.17.2020	LLC BUSINESS LICENSE YEARLY SALES TAX	THEY YEARLY	No	No	No
08941.1 6000	ASH & DEVI CORP ASH & DEVI CORP RAJAN GURUNG	(719)271-1973 (719)271-1973 (719)271-1973	3280 El Canto Dr, Colroado Springs, CO 80918 Woodland Park	470-LIQUOR STORE hellorbs@hotmail.com	11.27.2020	Corp BUSINESS LICENSE YEARLY SALES TAX	THEY YEARLY MNTHL	No	No	No
08939.1 03000	BARLO INC INTERSTATE ROOFING ADRIAN HOLMES	(303)763-9114 (303)763-9114 (303)763-9114	1000 W 47th Ave, Denver, CO 80211 State Of Colorado	310-CONTRACTOR-ROOFING aholmes@interstateroof.com	11.19.2020	Indvl BUSINESS LICENSE YEARLY	THEY YEARLY	No	No	No
08916.1 04000	BLACK DIAMOND EQUIPMENT, LT BLACK DIAMOND EQUIPMENT, LT ROBERT JARRETT	(801)365-5514 (801)365-5514 (801)365-5514	2084 E 3900 S, Salt Lake City, UT 84124 Out Of State	610-SPORTING GOODS/SERVICES payables@bde1.com	11.01.2020	Corp BUSINESS LICENSE YEARLY SALES TAX	THEY YEARLY QUTRLY	No	No	No
08943.1 03000	CLEAN SOURCE INC. PEAK LAUNDRY ANNE	(719)888-0703 (719)888-0703 (719)888-0703	730 Synthes Ave, Monument, CO 80132 State Of Colorado	455-JANITORIAL/CLEANING, SUPPL 180@180accounting.com	11.20.2020	Corp BUSINESS LICENSE YEARLY SALES TAX	THEY YEARLY QUTRLY	No	No	No
08929.1 02000	COMFORT BY DESIGN COMFORT BY DESIGN JOHN PACE	(719)374-1776 (719)374-1776 (719)374-1776	959 E Fillmore St, Colorado Springs, CO 80907 Colorado Springs	270-CONTRACTOR-HEATING nila@mycomfortbydesign.com	11.09.2020	Corp BUSINESS LICENSE YEARLY	THEY YEARLY	No	No	No
08911.1 03000	CONSTRUCTIVE LLC CONSTRUCTIVE GENERAL CONTRA JAMES DYKE	(970)589-6288 (970)589-6288 (970)589-6288	562 W Crete Circle, Grand Junction, CO 81505 State Of Colorado	230-CONTRACTOR-GENERAL jim@constructive-gc.com	11.01.2020	LLC BUSINESS LICENSE YEARLY	THEY YEARLY	No	No	No
08921.1 03000	CUSTOME SLOPE ROOFING CUSTOME SLOPE ROOFING BRANDON EDWARDS	(720)219-0460 (720)219-0460 (720)219-0460	6014 Sun Mesa Cir, Castle Rock, CO 80104 State Of Colorado	310-CONTRACTOR-ROOFING customslope@gmail.com	11.02.2020	Corp BUSINESS LICENSE YEARLY	THEY YEARLY	No	No	No
08938.1 04000	DABELLA EXTERIORS LLC DABELLA EXTERIORS LLC CHASE BENTON	(503)641-7676 (503)641-7676 (503)641-7676	3495 NE Aloclek, Hillsboro, OR 97124 Out Of State	310-CONTRACTOR-ROOFING compliance@dabella.us	11.01.2020	Corp BUSINESS LICENSE YEARLY	THEY YEARLY	No	No	No
08928.1	DGI ACQUISITION LLC	(303)744-0350	1600 W Evans Ave Suite A, Englewood, CO 80110							

New Businesses Started Between 11.01.2020 And 11.30.2020 - Sorted by Business Name - Including Contact Information

Payid/ Location Code	Customer Name/ Business Name/ Contact Name	Business Phone/ Corr Phone/ Contact Phone	Business Address/ Location Address	Sector/SIC#-Description/ Contact Email	Start Date	Business Type/ Tax Description	IntCnt Files	Res	Exmt	Pd1r
03000	DENVER GLASS INTERIORS LLC OSCAR SANCHEZ	(303)744-0350 (303)744-0350	State Of Colorado	275-CONTRACTOR-INSULATION osanchez@denverglassinteriors.	11.09.2020	Prtnr BUSINESS LICENSE SALES TAX USE TAX	THEY YEARLY QUTRLY QUTRLY	No	No	No
08933.1	FLETCHER C.M.	(720)281-1438	160 Pomeroy St, Burlington, CO 80807							
03000	FLETCHER C.M. PAT FLETCHER	(720)281-1438 (720)281-1438	State Of Colorado	230-CONTRACTOR-GENERAL pat@fletchercm.com	11.12.2020	Indvl BUSINESS LICENSE	THEY YEARLY	No	No	No
08944.1	JUST N TIME CONSTRUCTION	(720)594-0344	1787 E Jamison Ave, Centennial, CO 80122							
03000	JUST N TIME CONSTRUCTION JUSTIN DENTON	(720)594-0344 (720)594-0344	State Of Colorado	310-CONTRACTOR-ROOFING justntimeconstruction@yahoo.co	11.16.2020	Corp BUSINESS LICENSE	THEY YEARLY	No	No	No
08927.1	KBP BELLS, LLC	(913)356-6300	PO BOX 780690 Wichita, KS 67278							
6000	KBP BELLS, LLC ALAN SALTS	(913)356-6300 (913)356-6300	Woodland Park	585-RESTAURANT kbptax@kbpinvestments.com	11.04.2020	LLC BUSINESS LICENSE SALES TAX	THEY YEARLY MNTHLY	No	No	No
08924.1	LEWIS LAWN & PROPERTY MAINT	(719)551-8276	2198B County Rd 46, Florissant, CO 80816							
01000	LEWIS LAWN & PROPERTY MAINT KRISTIN DIAZ	(719)551-8276 (719)551-8276	Teller County	280-CONTRACTOR-LANDSCAPING lewislawnandpropertymaintenanc	11.03.2020	Corp BUSINESS LICENSE	THEY YEARLY	No	No	No
08931.1	MONITOR CANOPIES, INC.	(903)893-6336	PO BOX 1315 Sherman, TX 75091							
04000	MONITOR CANOPIES, INC. STONE RUSSELL	(903)893-6336 (903)893-6336	Out Of State	485-MANUFACTURING receivables@monitorinc.com	11.09.2020	Corp BUSINESS LICENSE	THEY YEARLY	No	No	No
08942.1	NATIVE ELECTRICAL CONTRACTO	(719)339-7908	16110 Reata Rd, Peyton, CO 80831							
03000	NATIVE ELECTRICAL CONTRACTO YANCE GATES	(719)339-7908 (719)339-7908	State Of Colorado	250-CONTRACTOR-ELECTRICAL neccolorado@gmail.com	11.20.2020	Indvl BUSINESS LICENSE	THEY YEARLY	No	No	No
08922.1	PASHCO ROOFING INC.	(719)542-2330	1327 Terry Cir, Pueblo, CO 81006							
03000	COLORADO FRONT RANGE ROOFIN JAMES SPRAGUE	(719)542-2330 (719)542-2330	State Of Colorado	310-CONTRACTOR-ROOFING saramcfrr@outlook.com	11.02.2020	Corp BUSINESS LICENSE	THEY YEARLY	No	No	No
08915.1	SPRINGS GAS, INC.	(719)229-9083	2016 Ever Red Ct, Colorado Springs, CO 80921							
02000	SPRINGS GAS, INC. JEREMY HAIRHOGER	(719)229-9083 (719)229-9083	Colorado Springs	270-CONTRACTOR-HEATING springsgas@yahoo.com	11.01.2020	Corp BUSINESS LICENSE USE TAX	THEY YEARLY QUTRLY	No	No	No
08936.1	STEPHEN LOVETT	(970)765-1071	226 Mesa Grande Dr, Grand Junction, CO 81507							
03000	STEPHEN LOVETT STEPHEN LOVETT	(970)765-1071 (970)765-1071	State Of Colorado	275-CONTRACTOR-INSULATION slovett1964@gmail.com	11.11.2020	Indvl BUSINESS LICENSE	THEY YEARLY	No	No	No
08925.1	TATRO PLUMBING CO, INC.	(719)648-2745	1285 Acraway Suite 300, Garden City, KS 67846							
04000	TATRO PLUMBING CO, INC. TONJA BERNBECK	(719)648-2745 (719)648-2745	Out Of State	300-CONTRACTOR-PLUMBING tatro@tatro.co	11.03.2020	Corp BUSINESS LICENSE SALES TAX	THEY YEARLY QUTRLY	No	No	No
08940.1	UTE PASS PSYCHOLOGICAL CONS	(719)457-6568	61 Brown Pl, Woodland Park, CO 80863							
6000	UTE PASS PSYCHOLOGICAL CONS	(719)457-6568	Woodland Park	225-CONSULTANT	11.10.2020	Corp	THEY	No	No	No

New Businesses Started Between 11.01.2020 And 11.30.2020 - Sorted by Business Name - Including Contact Information

Payid/ Location Code	Customer Name/ Business Name/ Contact Name	Business Phone/ Corr Phone/ Contact Phone	Business Address/ Location Address	Sector/SIC#-Description/ Contact Email	Start Date	Business Type/ Tax Description	IntCnt Files	Res	Exmt	Pd1r
	CHRISTOPHER ESTEP	(719)457-6568		chris.estep@utepasspsycheval.c		BUSINESS LICENSE YEARLY USE TAX				
08923.1	YOUR CREATIVE GENIUS, INC.	(541)961-1451	PO BOX 609 Divide, CO 80814							
01000	YOUR CREATIVE GENIUS, INC.	(541)961-1451	Teller County	355-EDUCATION SERVICE/SUPPLIES	11.13.2020	Corp	WE	No	No	No
	LESLIE JOHN HAAF JR	(541)961-1451		llasneski@gmail.com		BUSINESS LICENSE YEARLY				

Record Count: 24

**CITY OF WOODLAND PARK
ANNUAL BUSINESS LICENSE REVENUE
Ten year history
(2020 as of November)**

