City of Woodland Park
City Council

November 4, 2021 at 7:00 PM

AGENDA

5:00 PM Council Worksession - 2022 Budget, City Hall Council Chambers

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
   - **A.** Graduation of Fall 2021 Citizen's Academy class.
     (Presenter, Communications and Marketing Coordinator Grace Johnson)
   - **B.** Consider the appointment of Shawn Marie Nielsen to the Planning Commission.
     (Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
   - **A.** Approval of the October 21, 2021 Regular City Council Meeting Minutes.
     (Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
   - **B.** Approve August 2021 Statement of Expenditure Report and authorize the Mayor to sign Warrants in payment thereof.
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**
   (Public Comment may be heard (1))
   - **A.** Approve Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with 50% local match ($524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail. (Presenter, Planning Director Sally Riley)
     Tabled from the October 21, 2021 City Council Meeting
8. **ORDINANCES ON INITIAL POSTING**
   (Public comment may be heard (1))
9. **PUBLIC HEARINGS**
   - **A.** Approve application for a Hotel Restaurant Liquor License for Thai Good Eats, located at 104-102 East Midland Avenue, Woodland Park, CO 80863. ***(QJ)***
     (Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

10. NEW BUSINESS
(Public comment may be heard (1))

11. REPORTS
(Public comment not necessary)

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

12. ADJOURNMENT

*Per Ordinance No. 1391, Series 2021 posted on the City Website

Key to agenda abbreviations:

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

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

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

STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: November 4, 2021

SUBJECT: Consider the appointment of Shawn Marie Nielsen to the Planning Commission. *(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)*

BACKGROUND: There are currently three vacancies on the Planning Commission. One term expires on 1/1/2024 and one term expires on 1/1/2023. The City Clerk's Office received an application from Shawn Marie Nielsen. Ms. Nielsen meets the residency criteria to be a member of the Planning Commission. Ms. Nielsen will be in attendance of the Council Meeting to answer any questions the Council may have.

RECOMMENDATION: After Council interview and consideration, Move to approve Shawn Marie Nielsen to the Planning Commission.

ATTACHMENTS: 1. planning application

MINUTES

1. CALL TO ORDER AND ROLL CALL

Prior to the regularly scheduled Council Meeting, the City Council held a work session. City Manager Lawson presented the proposed Budget Message for the 2022 budget year for the City of Woodland Park.

Mayor Pro-tem LaBarre called the regularly scheduled council meeting to order at 7:00 PM.

Interim Police Chief Steve Hassler introduced newly hired Interim Deputy Chief Rodney Gerhett. Deputy Chief Gerhett shared his experience with the Council and Council welcomed him to the City.

Deputy City Manager/City Clerk Leclercq called roll with the following members of City Council present: Mayor Pro-tem LaBarre, Councilmember Alfierie, Councilmember Case, Councilmember Nakai, Councilmember Neal and Councilmember Zuluaga..

The following staff members appeared in person: City Manager Michael Lawson, City Attorney Geoff Wilson, Deputy City Manager/City Clerk Suzanne Leclercq, Assistant to the City Manager Rob Felts, Planning Director Sally Riley, Deputy City Manager/Director of Operations Kip Wiley and, Marketing and Communications Coordinator Grace Johnson.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

A. Proclamation declaring Harold Ahrendt Day in celebration of Harold Ahrendt's 100th birthday.

Mayor Pro-tem LaBarre invited Harold Ahrendt to the podium to say a few words. Harold shared some stories of his time serving during World War II. Mayor Pro-tem LaBarre presented Harold with a city coin and read a proclamation into the record declaring October 21, 2021 as Harold Ahrendt Day. (:11)

B. Consider appointment of George Jones to the Charter Review Committee.

City Clerk Leclercq reviewed with Council that there are currently two openings on the Charter Review Committee. Leclercq shared with the Council that she had received an application from George Jones interested in becoming a member of the Charter Review Committee. Leclercq also noted that George Jones had attended the last two Charter Review Committee meetings as an observer. Leclercq shared with the Council that Jones was in the audience and available for questions. (19:16)

MOTION: To appoint George Jones to the Charter Review Committee. Case/Nakai. Motion carried 6-0.

C. Proposal to host the Salute to Veterans Rally 2022 in the City of Woodland Park. *(Presenter, Event Organizer Jim Wear)*

JIm and Pam Wear shared a presentation with the Council regarding the Salute to American Veterans Rally for 2022. (24:50)

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

A. Approval of the October 7, 2021, Regular City Council Meeting Minutes. ***(A)*** *(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)*

City Clerk Leclercq shared the Consent Calendar with the Council.

MOTION: Approval of the October 7, 2021 Regular City Council Meeting Minutes. Nakai/Case. Motion carried 6-0. (49:37)

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

DeAnn Bettemann shared that she was a member of the Citizens Academy. Betteman shared that she was considering volunteering for a committee and wanted to encourage the Council to practice teamwork and listen to each other. (51:09)

7. UNFINISHED BUSINESS

None

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard (1))

9. PUBLIC HEARINGS

(Public comment may be heard (1))

A. Consider Ordinance No. 1404 a request by Woodland Park Community Church (Applicant & Property Owner) to rezone from Suburban Residential (SR) to Community Commercial (CC) to continue a preschool use on Lot 2, Park View Estates Filing 2 (800 Valley View Drive) in the Suburban Residential (SR) zone. ***(QJ)***
(Presenter, Planning Director Sally Riley)

Planning Director Sally Riley reviewed her Staff Report with the City Council. Riley shared that this 5.41 acre site is currently zoned Suburban Residential (SR). The applicant would like to rezone to Community Commercial (CC) in order to continue the preschool (daycare) use. In 1994, the Church purchased the property and received permission to build the existing building when the property was zoned C-2. In 1997, the property's zone district was changed to SR during the zoning overhaul of the entire city. Staff believes this was an oversight and the property should have remained zoned commercial. Recently, the staff learned that the church's daycare center was planning to remodel their interior classrooms. The request for a building permit triggered staff's discovery that the underlying SR zone does not support a commercial daycare use, thus the need to rezone to CC.

Riley reviewed that amendments to Title 18 (including supplements, changes, modifications or repeal of boundaries or regulations) are regulated by MC 18.69.010 and City Charter Section 15.7. This section of the Municipal Code outlines the process for review and the

review bodies involved, but does not provide any specific review criteria. It is staff policy to use the following review criteria when considering rezoning applications:

1. Is the proposed zoning consistent with the Comprehensive plan map? The 2010 Plan Map identifies the subject property as “Residential”, which aligned with the site’s 1997 zoning. However, this rezoning request will cause the Envision 2030 Comprehensive Plan Map to be updated to commercial use. (55:15)

2. Is the proposed zoning consistent with the Comprehensive Plan Goals and Objectives? Staff believes that the rezoning request meets many Plan Goals and Objectives including: Community Wellbeing Goal #2 As the population demographic in Woodland Park shifts, maintain our reputation as a child-friendly community….” Education Objective #1.1 Ensure that a diverse range of learning opportunities is accessible and available for residents, visitors and business owners of all ages. Envision 2030 DRAFT Comprehensive Plan Education Goal #1: Woodland Park values, supports and invests in the local education systems as essential instruments in community development. Quality child care options are essential for working families.

3. Have changes occurred in the surrounding properties that warrant a change in zoning classification? The tract has been used as a place of worship with preschool program since 2000. The surrounding properties are mostly built-out with high density multifamily units and lower density single family units. The demand for quality daycare for families with young children is a real and pressing change that supports this rezoning application.

4. Is rezoning to MFU zone appropriate at this location? The original C-2 was appropriate when Woodland Park Community Church was developed in 1994. The Church itself is more of a commercial use. The surrounding multifamily and residential uses are and compatible with the church services and child care center. 5

5. Can this commercial rezone be served with planned water resources? The City’s planned water resources and Teller County Water and Sanitation District are adequate to service the existing church and daycare facility. The proposed zone change will have no net effect on water usage.

6. Can this commercial rezone be served with wastewater treatment resources? With the recently completed expansion of the City’s wastewater treatment plant, the City’s wastewater treatment capacity can service this commercial use and a service population of 14,100 people. Wastewater treatment capacity to serve the proposed zoning change is available and adequate for present and future needs.

Riley reported that the adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission public hearing. The site was posted with a public notice poster and notice of the public hearing was published in the Pikes Peak Courier in compliance with the Municipal Code. Staff has received no written comments regarding this rezoning proposal. Applications were referred to the City Utilities/Public Works Director, the City Inspector, CORE, NETCO and Teller County.

Riley reported that the Planning Commission recommended approval unanimously at their September 23,2021 Planning Commission meeting.

Following Riley's report, Mayor Pro-tem LaBarre opened the Public Meeting for Public Comment. There being no Public Comment, Mayor Pro-tem LaBarre closed the Public Hearing and the following motion was made.

MOTION: To approve Ordinance No. 1404, Series 2021, an Ordinance to rezone from Single Family Residential Suburban to Community Commercial to 5.14 Acres with a legal description of Lot 2 Pike View Estates, Filing #2 with a Physical Address of 800 Valley View Drive. Alfieri/Zuluaga. Motion carried 6-0.

B. Consider Ordinance No. 1405 Series 2021 a request by Stuft Food Emporium (Applicant) and High Country Real Estate Holdings, LLC (Property Owner) for a Conditional Use Permit for restaurant use on Lot 2, Morning Sun Business Park (100 Morning Sun Drive) in the Neighborhood Commercial (NC) zone. ***(QJ)*** *(Presenter, Planning Director Sally Riley)*

Prior to the start of this Public Hearing, Mayor Pro-tem LaBarre recused herself from voting on this ordinance. She remained on the dais and facilitated the hearing.

Planning Director Riley presented Ordinance No. 1405 to the Council. Riley reported that Stuft Food Emporium proposes to open a family-style restaurant in the existing 4,860 square foot building located at 100 Morning Sun Drive near the southerly boundary of the City. Riley shared that the site is on the east side of US24 at the southwest corner of Morning Sun Drive and Sun Valley Drive. When originally constructed in 1987 for City Auto (a 5,940 SF auto service shop), the building was the first to be erected in the area. In September 2001, the Morning Sun Business Park plat submitted by Developer Allen Brown was approved by City Council and 2.16 acres was divided into 3 lots. Lot 2 (1.15 acres) was created to contain the existing City Auto building and surrounding site for parking. Upon platting, the City Auto building was renovated to a restaurant (Zak's Tavern and Grill began operation in 2002) and the other two lots proposed as office/medical buildings to be developed at a later date. CUP 01-004/Site Plan SPR 01-011 was approved in 2001 for Zak's restaurant conversion and included the construction of a stormwater detention pond in the southwest corner of Lot 2, improvements to US24, and an improved parking lot offering 66 spaces. Zak's was replaced by Primo's restaurant in 2005. When Primo's left in 2009 the building remained vacant until 2011 when Mr. Pete LaBarre purchased it and received approval for CUP 11-003 for the Denny's restaurant. Denny's closed in mid-2017 and the building has been vacant ever since. Per MC 18.45.010 and City Charter 15.7(c), if a use is discontinued or abandoned for one (1) or more years, future uses shall conform to the provisions of the Code (i.e. a new CUP is required). No exterior changes to the building (other than a new sign) or the site are proposed at this time. Municipal water and sewer service is provided to the building.

Riley reviewed the following CUP criteria with the Council:

1. The proposed development and use shall have a demonstrated direct need to be located at the location proposed and provide adequate mitigation measures to lessen all identified impacts.

Staff Analysis: Complies. The proposed family style restaurant will be located in an existing building and on a site that has accommodated numerous restaurants in the past and satisfies the needs of a restaurant in the future, including but not limited to availability of sufficient parking, good highway visibility, and within a commercial zone. No additional impacts are

identified and mitigation is not required.

2. The proposed development and use shall not endanger the public health and welfare.

Staff Analysis: Complies. The proposed restaurant use is located in an established building and commercial development. The equipment for the new restaurant must comply with all health codes in effect. If renovations are proposed to the building, they must comply with all building codes in effect (as applicable).

3. The proposed development and use shall not substantially injure the value of vicinity properties.

Staff Analysis: Complies. The proposed restaurant use is located in a building that has traditionally housed a restaurant and is in a commercial development and adjacent to US Highway 24. Vicinity commercial property values should increase with the occupancy of a vacant building.

4. The proposed development and use shall be in harmony with the area in which it is to be located.

Staff Analysis: Complies. No changes are being proposed to the exterior of the building or the site.

5. The proposed development and use shall conform to the provisions, objectives and policies of all city plans, adopted and in effect at the time of application, including but not limited to growth management, transportation, utilities, capital improvements and downtown redevelopment.

Staff Analysis: Complies. The proposed development (restaurant use) complies with numerous policies, goals and objectives of the Woodland Park 2010 Comprehensive Plan: it provides job opportunities, adds a complementary business to a commercial cluster, facilitates critical commercial mass and reduces sales tax leakage. The future land use is commercial.

6. The proposed development and use shall conform to the provisions, standards and requirements of all city regulations, adopted and in effect at the time of application, including but not limited to zoning, subdivision, utilities, buildings and construction, business regulations and engineering specifications.

Staff Analysis: Complies as conditioned. Per MC 18.39.050.H, the parking lot shall be upgraded to be free of potholes and trash, and re-striped so that parking space lines are clearly visible and distinct.

7. The proposed development and use shall be designed, constructed and maintained to accommodate the on-site and off-site traffic generated.

Staff Analysis: Complies. The applicant submitted, and staff accepted, the trip generation letter prepared by LSC Transportation Consultants, Inc. for the Denny's restaurant (dated May 4, 2011). This letter indicated that the proposed Denny's restaurant should not generate any additional traffic over and above what the previous restaurant use created. Staff believes

the same to be true for Stuft Foods – that traffic generated should be similar to the traffic generated with the Denny's restaurant – and mitigation is not required.

8. The proposed development and use shall be designed, constructed and maintained with appropriate regard to topography, surface drainage, soil potentials, natural and man-made hazards, streams and environmentally significant features.

Staff Analysis: Complies. The proposed expansion will utilize existing buildings and parking areas, so no changes are being made that will impact topography and other site features. The existing detention pond in the southwest corner of the site is privately held by the land owner and the land owner is responsible for regular maintenance.

9. The proposed development and use shall be designed, constructed and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods and surface water drainage.

Staff Analysis: Complies as conditioned. The proposed development complies with this provision. Water and wastewater billing has been reactivated. The backflow prevention device has been tested and found satisfactory. Prior to opening, a fixture unit count shall be submitted to the Utility Department. It is the responsibility of the land owner/tenant to ensure that the lift station and grease interceptors are regularly maintained and functioning properly.

10. The proposed development and use shall be designed, constructed and maintained to not unduly increase the public danger of fire, explosion and other safety hazards upon the public, and persons residing or working on the site and vicinity.

Staff Analysis: Complies. No significant safety hazards are created by reintroducing a restaurant to this site.

11. The development and use may be required to provide architectural design schemes and may also require amenities such as, but not limited to, fencing, landscaping, buffer areas and other aesthetic enhancement measures, as required by the city council. (Ord. 589- 1993 § 6(part), 1993)

Staff Analysis: Complies. No exterior changes are being proposed apart from a new sign which will be processed by separate permit. No additional amenities are required.

At this time, Mayor Pro-tem LaBarre opened the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor Pro-tem LaBarre closed the Public Hearing.

MOTION: An Ordinance Granting a Conditional Use Permit for "18.09.090.P.2 Traditional Family Restaurant Use" Description at 100 Morning Sun Drive with a Legal Description of Lot 2, Morning Sun Business Park within the Neighborhood Commercial Zone District. Nakai/Zuluaga. Motion carried 5-0. with Mayor Pro-tem recused from the vote. (1:10:54)

C. Consider Ordinance No. 1406 Series 2021 a request by Anthony Longman and Derin Wester (Applicants & Property Owners) to vacate a 90-foot long part of the alley (public right-of-way) between Lot 4, Block 6, Elm Heights (640 W. Gunnison

Avenue) and Lots 6-7, Block 6, Lake Addition (605 N. Walnut Street) in the Urban Residential (UR) zone. ***(QJ)***
(Presenter, Planning Director Sally Riley)

Planning Director Sally Riley reviewed Ordinance No. 1406, Series 2021 with the Council. The Applicant (Longman) is requesting vacation of Parcel A – that part of the alley in Block 6 between Gunnison Avenue and County Road located between his lot and his neighbor to the west (Wester). Parcel A is 15 feet wide by 90 feet long for a total of 1,350 square feet. Mr. Longman wishes, and with Mr. Wester's concurrence, to own the entire vacated alley to facilitate and guarantee continued access to his garage. The 15' wide alley was originally platted in 1890 through all of Block 6 in the Lake Addition to the Town of Woodland Park.

Riley reviewed the Vacation Criteria with the Council reviewing that this request is subject to Municipal Code (MC) Chapter 12.08 Vacation of Public Rights-of-Way and the City's right to vacate public rights of way is specified as follows:

12.08.030 City right to vacate. The city council, by ordinance, may vacate any street, alley, easement or public right-of-way or part thereof located within the corporate limits of the city, subject to the provisions of the City Charter and the Constitution and statutes of the state.

12.08.010 Policy declaration. The city declares the following to be its general policy regarding vacation of streets, alleys, easements and public rights-of-way: The vacation of streets, alleys, easements and public rights-of-way shall be considered based on its effect on utilities located in said rights-of-way, emergency services access, feasibility of road construction, access to lots abutting the vacation, area traffic patterns and adjacent landowners input.

Staff Analysis: Complies.

12.08.020 Vesting of title upon vacation. Whenever any roadway has been conveyed to, or acquired by, the city for use as a street, alley, easement or public right-of-way, and thereafter is vacated, title to the lands included within such street, alley, easement or public right-of-way or so much thereof as may be vacated shall vest, subject to the same encumbrances, liens, limitations, restrictions, and estates as the land to which it accrues, as follows: A. In the event that a street, alley, easement or public right-of-way, which constitutes the exterior boundary of a subdivision or other tract of land, is vacated, title to the street, alley, easement or public right-of-way shall vest in the owners of the land abutting the vacated street, alley, easement or public right-of-way, at the time the street, alley, easement or public right-of-way was acquired for public use, was a part of the subdivided land, or was a part of the adjacent land. B. In the event that less than the entire width of a street, alley, easement or public right-of-way is vacated, title to the vacated portion shall vest in the owners of the land abutting such vacated portion. C. In the event that a street, alley, easement or public right-of-way bounded by straight lines is vacated, title to the vacated street, alley, easement or public right-of-way shall vest in the owners of the abutting land, each abutting owner taking to the center of the street, alley, easement or public right-of-way, except as provided in subsections A and B of this section. In the event that the boundary lines of abutting lands do not intersect the roadway at a right angle, the land included within such roadway shall vest as provided in subsection D. In all instances not specifically provided for, title to the vacated roadway shall vest in the owners of the abutting land, each abutting owner taking that portion of the vacated roadway to which his land or any part thereof is nearest in proximity. E. No portion of a roadway, upon vacation, shall accrue to an abutting roadway.

Staff Analysis: Complies. If vacated, half of the 15 foot alley should vest with Mr. Wester and the other half should vest with Mr. Longman. However, Mr. Wester does not want his half and has agreed to give his half to Mr. Longman so that Mr. Longman will take ownership of the entire 1,350 SF Parcel A.

12.08.060 Reservation of land for utility uses. In the event of vacation, rights-of-way or easements may be reserved for the continued use of existing sewer, gas, water or similar pipelines and appurtenances, for ditches, canals or drainage and appurtenances, and for electric, telephone and similar lines and appurtenances.

Staff Analysis: Complies. The draft ordinance attached reserves the entire 1,350 SF Parcel A as a public utility and access easement.

12.08.070 Procedure for requesting a vacation. Any person desiring the vacation of any street, alley, easement or other public rights-of-way, located within the city, shall file with the city clerk the following, at least thirty days prior to the next regular scheduled planning commission meeting: A. A completed application form; B. Plat and legal description of proposed vacation; plat shall be drawn by a registered land surveyor and shall be on eight and one-half inches by eleven-inch paper whenever possible; C. A processing fee as established by city council; D. The names and addresses of all adjacent property owners.

Staff Analysis: Complies. The complete application has been accepted by staff and is attached to this staff report.

12.08.080 - Hearing—Planning commission and city council action. A. The planning commission shall hold a public hearing on the vacation request. Notice of the public hearing shall be published in the official city newspaper at least seven days prior to the public hearing. The property proposed to be vacated shall be posted at least ten days prior to the public hearing and notice shall be sent to adjacent property owners at least ten days prior to the public hearing. The planning commission shall recommend approval or disapproval to the council, or table the request until the next regularly scheduled meeting. B. The planning commission shall make its written recommendations to the city council. C. The city council shall conduct a public hearing concerning the proposed recommendations by the planning commission, which recommendation shall be part of the council records for such hearing. Notice of public hearing shall be published and posted at least seven days prior to the public hearing, the notice for the city council public hearing may be done at the same time as the notice for the planning commission hearings.

Staff Analysis: Complies. The Planning Commission public hearing is scheduled for September 23, 2021 and the City Council public hearing is scheduled for October 21, 2021. All public hearing notices have been published, mailed and posted per Municipal Code requirements.

12.08.090 Vacation to be accomplished by ordinance. After the public hearing, if the council elects to proceed with the vacation, the actual vacation of any property within the street, alley, easement or other public right-of-way within the city shall be accomplished by ordinance.

Staff Analysis: Complies. A draft ordinance has been created and is attached to this staff report.

12.08.100 - Recording of vacation ordinance. An ordinance for vacation of any street, alley, easement or public right-of-way, once duly passed and effective, shall be filed with the office of the county clerk and recorder for Teller County.

Staff Analysis: Complies. If passed, the ordinance will be recorded by Teller County.

12.08.110 - Reimbursement to city. In addition to the processing fee, the applicant shall reimburse the city for all publishing, posting, ordinance drafting and filing costs.

Staff Analysis: Complies. These are typical costs that all applicants are subject to and are billed upon closing the file.

Mayor Pro-tem LaBarre opened up the Public Comment portion of the Public Hearing. There being no public comment, Mayor Pro-tem LaBarre closed the Public Hearing. (1:22:58)

MOTION: Approve OrdinanceNo. 1406, Series 2021 an Ordinance Vacating that Portion of the Alley Between Lots 6-7, Block 6, Lake Addition to the Town of Woodland Park and Lot 4, Block 6, Elm Heights. Case/Alfierie. Motion carried 6-0.

D. Consider Ordinance No. 1407 Series 2021, Adjusting Expenditure Appropriations to the various funds for the City of Woodland Park, Colorado for the 2021 Budget Year, and amending Ordinances No. 1386 and 1387, Series 2020. ***(A)***
(Presenter, Finance Director Aaron Vassalotti)

Finance Director Aaron Vassalotti reviewed Ordinance No. 1407, Series 2021. Councilmember Neal stated that he would be voting no regarding this ordinance because incentives for the COVID vaccine were removed. Councilmember Neal shared some information rebutting Councilmember Zuluaga's vaccine statements from the last council meeting and asked the City Clerk to put them in the record. (They are attached to the minutes).

Mayor Pro-tem LaBarre opened the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor Pro-tem LaBarre closed the Public Hearing. (1:31:06)

MOTION: To approve Ordinance no. 1407, Series 2021 to amend 2021 Budget expenditure and revenue appropriations (Budget Supplemental Ordinance). Zuluaga/Case. Motion carried 5-1 with Neal voting no.

10. NEW BUSINESS

(Public comment may be heard (1))

A. Approve Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with 50% local match ($524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail.
(Presenter, Planning Director Sally Riley)

After brief discussion, the Council decided to table this item to the November 4, 2021 Council Meeting. (1:55:06)

MOTION: Table the approval of the Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with

50% local match ($524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail. Alfieri/Zuluaga. Motion carried 5-1 with Case voting no.

B. Approve Resolution No. 883, Series 2021 a Resolution Approving the Colorado Opioids Settlement Memorandum of Understanding.
(Presenter, City Attorney Geoff Wilson)

City Attorney Geoff Wilson shared that the Colorado Department of Law has come to an agreement with Colorado's local governments for distributing opioid settlement and recovery funds to local counties and municipalities, to abate the opioid crisis in our communities.

The State, as well as several Colorado local governments, have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That litigation recently resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, resulting in up to approximately $400 million in settlement funds for both the State and Colorado local governments to abate the opioid crisis. Legal claims will be released only when 95% of participation by certain local governments has been reached. In addition, if both the city and county participate, intra-county share will look as follow: Teller County will receive 66.1557% and the City of Woodland Park will receive 13.3445% of the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area (assuming full participation by all Local Governments).

City Attorney Wilson recommended that the city participate in this settlement. (2:26:10)

MOTION: Approve Resolution No. 883, Series 2021 approving the Colorado Opiods Settlement Memorandum of Understanding. Case/Alfieri. Motion carried 6-0.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Pro-tem LaBarre shared the upcoming events for the next two weeks. (2:34:07)

B. Council Reports

Councilmember Alfieri gave a report on the Charter Review Committee.

Councilmember Case gave a PRAB update.

Councilmember Nakai shared a list of events that Main Street has accomplished for the 2021 year and shared that they are not looking for funding for the 2022 year. (Detailed list is attached to the minutes).

Councilmember Neal gave a report on CML.

Councilmember Zuluaga gave a report on PPACG.

C. City Attorney's Report

No Report.

D. City Manager's Report

No report.

12. ADJOURNMENT

Mayor Pro-tem LaBarre adjourned the meeting at 10:01 PM.

Respectfully submitted:

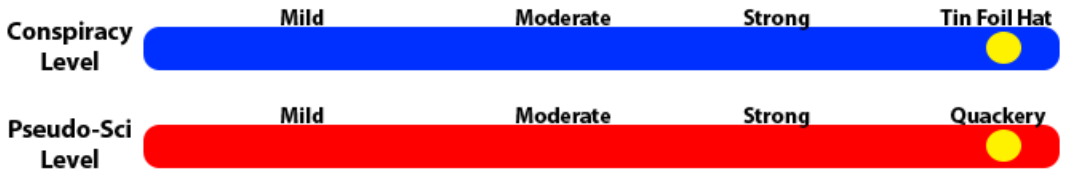
Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____,2021

Hilary LaBarre, Mayor Pro-tem

Humans Are Free

Last updated on October 7th, 2020 at 11:20 am



Factual Reporting
Very High
High
Mostly Factual
Mixed
LOW
Very Low

Mr Zuluaga's slides entered into the record at the October 7, 2021 City Council meeting were researched and the website that posted the slides, "humansarefree.com" was rated as a "Tin Foil Hat" and "Quackery" web Site. The ratings comes from "mediabiasfactcheck.com", a non-partisan, non-profit organization that rates large numbers of web sites for truthfulness and accuracy.

CONSPIRACY-PSEUDOSCIENCE

Sources in the Conspiracy-Pseudoscience category *may* publish unverifiable information that is *not always* supported by evidence. These sources *may* be untrustworthy for credible/verifiable information, therefore fact checking and further investigation is recommended on a per article basis when obtaining information from these sources. See all Conspiracy-Pseudoscience sources.

- **Overall, we rate Humans are Free as a Tin Foil Hat Right Wing Conspiracy and Quackery level Pseudoscience site. Essentially, almost every article on this website is either false, misleading, or unproven.**

Detailed Report

Factual Reporting: LOW
Country: **USA**
World Press Freedom Rank: USA 45/180

History

*Humans Are Free does not have an about page, however, a **Whois** domain search reveals the domain was purchased in 2010. The website does not list an owner or editor, but it does provide a list of its **authors** and their backgrounds.*

Analysis*: Humans Are Free is a conspiracy and pseudoscience website.*

HOME | LEFT BIAS | CNN BIAS

CNN Bias

Last updated on July 3rd, 2021 at 09:16 am

Factual Reporting
Very High
High
Mostly Factual
MIXED
Low
Very Low

LEFT BIAS

These media sources are moderately to strongly biased toward liberal causes through story selection and/or political affiliation. They may utilize strong loaded words (wording that attempts to influence an audience by using appeal to emotion or stereotypes), publish misleading reports and omit reporting of information that may damage liberal causes. Some sources in this category may be untrustworthy. See all Left Bias sources.

- **Overall, we rate CNN left biased based on editorial positions that consistently favor the left, while straight news reporting falls left-center through bias by omission. We also rate them Mixed for factual reporting due to several failed fact checks by TV hosts. However, news reporting on the website tends to be properly sourced with minimal failed fact checks**

Detailed Report

CNN Bias Rating: **LEFT**
Factual Reporting: **MIXED**
Country: **USA (45/180 Press Freedom)**
Media Type: **TV Station**
Traffic/Popularity: **High Traffic**
MBFC Credibility Rating: **MEDIUM CREDIBILITY**

History

Founded in 1980 by Ted Turner, The Cable News Network (CNN) are an American basic cable, satellite television channel, and website. CNN was the first 24-hour cable news channel; however, by April 2016, a CNN executive officially described the channel as "no longer a TV news network" and instead as "a 24-hour global multi-platform network." CNN has multiple stations covering many countries around the world. They have been inaccurately characterized as being fake news by President Trump and many of his supporters.

Funded by / Ownership

The Cable News Network is owned by WarnerMedia, which is a multinational mass media and entertainment conglomerate corporation owned by AT&T. CNN's television stations and website are funded through cable subscriptions and an advertising model.

CNN Analysis / Bias

In review, CNN presents straight news coverage with a left-leaning bias in story selection that is often critical of the right. For example, during the 2016 Presidential Election Pew Research concluded that the majority of CNN stories covering President Donald Trump were negative. While less dramatic, Pew also determined that more stories were negative toward Presidential candidate Mitt Romney in 2012.

To give a reference as to how reliable mediabiasfactcheck.com is, the ratings for CNN and Fox News were presented. CNN was rated "Left Bias" with mixed factual reporting. Fox News was rated "Right Bias" with mixed factual reporting. See the following three slides.

Editorially, CNN's programming almost exclusively favors the left. For example, a typical panel discussion will feature 4 to 8 guest commentators with one being a Republican, such as Rick Santorum. This creates a situation where left-leaning voices drown out the right.

CNN typically utilizes loaded emotional words in sensational headlines such as this: **Trump pounces on Justice Department report findings**. They usually source their news properly through credible reporters/journalists and through hyperlinking to credible media sources. However, CNN has failed **several fact checks** from **Politifact**. It should be noted that these fact checks were almost exclusively from guests on their numerous talk shows and not from the reporting of actual news, which tends to be factual. TV hosts have also **failed fact checks** by IFCN fact-checkers. Further, CNN has **retracted published stories** that have been deemed as lacking evidence. Finally, CNN has published misleading information regarding GMOs that utilize loaded fear-based headlines such as this: **FDA allows genetically engineered 'Frankenfish' salmon to be imported to US**. CNN has also **utilized** known purveyors of pseudoscience as experts on discussion panels such as the **Food Babe**.

A **2014 Pew Research Survey** found that 44% of CNN's audience is consistently or mostly liberal, 40% Mixed and 20% consistently or mostly conservative resulting in CNN being preferred by a more liberal audience.

Fox News

Last updated on October 20th, 2021 at 12:59 pm

Factual Reporting
Very High
High
Mostly Factual
MIXED
Low
Very Low

RIGHT BIAS

These media sources are moderate to strongly biased toward conservative causes through story selection and/or political affiliation. They may utilize strong loaded words (wording that attempts to influence an audience by using appeal to emotion or stereotypes), publish misleading reports and omit reporting of information that may damage conservative causes. Some sources in this category may be untrustworthy. **See all Right Bias sources.**

- **We rate Fox News strongly Right-Biased due to editorial positions and story selection that favors the right. We also rate them Mixed factually and borderline Questionable based on poor sourcing and the spreading of conspiracy theories.**

Detailed Report

Bias Rating: **RIGHT**
Factual Reporting: **MIXED**
Country: **USA (44/180 Press Freedom)**
Media Type: **TV Station**
Traffic/Popularity: **High Traffic**
MBFC Credibility Rating: **MEDIUM CREDIBILITY**

History

Fox News is an American basic cable and satellite news channel founded in 1996 by **Rupert Murdoch.** The Fox Entertainment Group, a subsidiary of **21st Century Fox**, owns Fox News. **FNC** is available in 90 million homes, and it operates the Fox Business Network and Fox News Radio. Fox also owns the **National Geographic Channel.** Fox News broadcasts from New York, NY.

Roger Ailes is the founding CEO. Roger Ailes resigned in 2016 after many accusations of sexual harassment. **Jay Wallace** became president of the network, and **Suzanne Scott**, the CEO of FNC, as of May 2018. She will report to Rupert Murdoch and his son Lachlan Murdoch. **Lachlan Murdoch** is the executive chairman and co-chairman of **News Corp** and 21st Century Fox (**FOXA**). On May 7, 2018, **Comcast** announced a potential bid, making a $65 billion cash offer challenging Disney's offer for Fox.

In October 2018, Fox News added to their **terms of use** "Company furnishes the Company Sites and the Company Services for your personal enjoyment and entertainment." This has led some to declare that Fox News is now an entertainment company and does not have to uphold journalistic standards. **This is not true.** On 6/13/2020, **Fox News ran digitally altered images in coverage of Seattle's protests, Capitol Hill Autonomous Zone**.

Read our profile on the United States government and media.

Funded by / Ownership

Rupert Murdoch is the owner and a board member of News Corp 21st Century Fox. According to **Reuters**, James Murdoch (son) is chief executive of 21st Century Fox and recently left in May 2018. Lachlan (the other son of Murdoch) and Rupert Murdoch will serve as the new Fox co-chairman. Revenue analysis can be found at Investopedia and income reports here.

Fox News Bias

According to a Pew Research Center **survey**, "Fox News was the main source for 40% of Trump voters" during the 2016 election. Further, another Pew Survey indicates, "When it comes to choosing a media source for political news, conservatives orient strongly around Fox News. Nearly half of consistent conservatives (47%) name it as their main source for government and political news."

Fox News typically looks at the issues from a conservative perspective. Also, it has several on-air personalities that are strong supporters of Trump, such as Sean Hannity, Tucker Carlson, **Laura Ingraham**, and **Tomi Lahren**; thus, during the Trump Presidency, FNC typically skewed conservative as there was less criticism of Trump.

In review, FNC publishes stories with emotionally loaded headlines such as "'They Wanted It to Blow Up': Limbaugh Says Success of Trump-Kim Summit Caught Media Off Guard" and "Tucker: 2016 Russia Collusion 'Witch Hunt' Now Extends to Jill Stein." When it comes to sourcing, they typically utilize pro-Trump pundits such as Rush Limbaugh, who has an abysmal **record** with fact-checkers and credible sources such as the Wall Street Journal. Fox News is also known to publish **right-wing conspiracy theories**, although they retracted the story after being sued. FNC has also been deemed the **least accurate** cable news source, according to **Politifact**.

Regarding the slides that Mr Zuluaga presented, there was a little misinformation in Mr Zuluaga's statement. The slides were NOT presented, as Mr Zuluaga stated. The slides were in a slide deck that the presenters passed over with a time interval of approximately .2 seconds for the first slide and approximately 1 second for the remaining two slides. They were NOT spoken to or part of the presentation. They were merely in the slide deck and there is no information on who created the slides or stand behind what was in the slides. One must watch the YouTube video that Mr Zuluaga referenced in slow Motion to be able to capture the screens. With language like "Sick Fuckers" in the search key field of the slides, it is questionable whether the presenter even knew that the slides were in the deck. The CDC did NOT present Mr Zuluaga's slides nor did they stand behind them.

WP MAIN STREET - ACCOMPLISHMENTS 2021 – Pg 1.

1. Jan. - The Lighter Side of Christmas Secondary beneficiary recipient 2020 check presentation - $2400.00.

2. Jan.-Dec. – Weekly community event posts on the downtown marquee and social media posts highlighting downtown events and businesses.

3. Jan.-Dec. – Quarterly reporting to DOLA.

4. Feb. – Board training with Matt Ashby. DOLA Consulting Services $3850.00.

5. March-Sept. – Board and Committee recruitment drive.

6. April – Board Members and Program Manager attended the virtual National Main Street Conference – 3-day event – DOLA Scholarship funded this $297.00.

7. April-Aug. – Meetings with Sally regarding the Revitalize Main Street CDOT Grant.

8. April – Napkin Distribution to restaurants promoting the community townhall kickoff for the City of Woodland Park Comprehensive Plan.

9. April-Dec. - Christmas Ornament Fundraiser 255 ornaments w/potential raising $1750.00

10. May 21 – Annual Spring Downtown Cleanup – 28 Volunteers.

11. May-Dec. – Bimonthly meetings with City Manager and MS Board members.

12. May-June - Worked with DOLA grant writer consultant on El Pomar Ackerman Grant DOLA Consulting Services $1350.

13. June – Annual promotion and distribution of posters and rack cards for Old Fashioned 4th of July event.

14. June-Dec. – Attend planning meetings with LSOC Parade committee.

15. June – Annual decorating of the Downtown with Flags and Buntings for July Celebrations.

WP MAIN STREET - ACCOMPLISHMENTS 2021 (continued) - Pg 2.

16. July – Annual Main Street Booth at the 4th of July Celebration – MS Ornament Fundraiser kickoff.

17. Aug. 7 – Saturday Downtown Sidewalk Sale promotion.

18. Aug. - Pursuit of CDOT Grant tabled at this time.

19. Sept. - As a secondary beneficiary for the LSOC Parade, 40 sponsorship gift boxes were distributed to downtown businesses.

20. Sept. – Annual Fall Downtown Cleanup – Cancelled due to lack of volunteer participation.

21. Oct-Nov. – Annual promotion of the Amex Shop Small Saturday in November. Neighborhood Champion partnership with the WP Chamber of Commerce.

22. Nov. 27 – Host annual Welcome Station for Shop Small Saturday shoppers.

23. Nov-Dec. - Promotion and distribution of LSOC Brochure and Holiday activities.

24. Dec. 4 – Work LSOC Parade Check-in booth night of parade with volunteers.

In conclusion, the Woodland Park Main Street organization that has been in existence since 2014, at the end of 2021, is pausing to re-evaluate its purpose, resources, and value to the City of Woodland Park. Therefore, at this time, the Woodland Park Main Street program is not requesting funding from the City for 2022.

WOODLAND PARK
MAIN STREET

City of Woodland Park
Staff Report for City Council

Meeting Date: November 4, 2021

Agenda Item	Department	Presenter
5B	Finance	Aaron Vassalotti Finance Director

ITEM:

September 2021 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

September 2021		
Accounts Payable Checks		679,595.61
Payroll Checks		274,710.51
CEBT Health Insurance EFT		75,173.29
Vectra Visa credit card EFT		17,396.96
Total		1,046,876.37

The Elected Officials expenditures for September 2021 are attached as a separate report.

STAFF RECOMMENDATION:

Approve September 2021 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
112608	**CHK**	**A**	**BRAVO SCREEN PRINTING, INC.**	**3466**	**1**	**238.32**	**0.00**	**238.32**	**09/02/2021**		**42268**
			LIFEGUARD SHIRTS - WAC	76771		238.32	0.00	238.32			
112609	**CHK**	**A**	**CAPITAL ONE, N.A.**	**5298**	**1**	**330.53**	**0.00**	**330.53**	**09/02/2021**		**42268**
			07/21-08/21 CHARGES	81921		330.53	0.00	330.53			
112610	**CHK**	**A**	**CHAD MILDBRANDT**	**5159**	**1**	**54.00**	**0.00**	**54.00**	**09/02/2021**		**42268**
			BARTENDING - UPCC	08302021		54.00	0.00	54.00			
112611	**CHK**	**A**	**CHIEF PETROLEUM CO.**	**139**	**1**	**3,467.08**	**0.00**	**3,467.08**	**09/02/2021**		**42268**
			BULK FLUIDS - FLEET	12514758		3,467.08	0.00	3,467.08			
112612	**CHK**	**A**	**CINTAS CORPORATION NO 2**	**4977**	**1**	**68.45**	**0.00**	**68.45**	**09/02/2021**		**42268**
			UNIFORMS - FLEET	4094203027		68.45	0.00	68.45			
112613	**CHK**	**A**	**CORE & MAIN LP**	**4980**	**2**	**1,822.93**	**0.00**	**1,822.93**	**09/02/2021**		**42268**
			STOCK SUPPLIES	P345430		839.10	0.00	839.10			
			STOCK SUPPLIES	P402332		983.83	0.00	983.83			
112614	**CHK**	**A**	**GRAINGER INC.**	**282**	**4**	**895.16**	**0.00**	**895.16**	**09/02/2021**		**42268**
			FUSE - WTP	9019961383		154.88	0.00	154.88			
			SUPPLIES - WWTP	9026424367		317.52	0.00	317.52			
			SUPPLIES - WWTP	9031637904		171.66	0.00	171.66			
			IMPELLER - WWTP	9032668569		251.10	0.00	251.10			
112615	**CHK**	**A**	**HACH COMPANY**	**291**	**1**	**377.50**	**0.00**	**377.50**	**09/02/2021**		**42268**
			LAB SUPPLIES - WTP	12597020		377.50	0.00	377.50			
112616	**CHK**	**A**	**KUBWATER RESOURCES INC**	**4643**	**1**	**3,686.13**	**0.00**	**3,686.13**	**09/02/2021**		**42268**
			COMPOST - WWTP	10545		3,686.13	0.00	3,686.13			
112617	**CHK**	**A**	**DACHAI & MANDY CHANTANASOMBUT**	**1**	**1**	**308.99**	**0.00**	**308.99**	**09/02/2021**		**42268**
			UTILITY REFUND	1337.13		308.99	0.00	308.99			
112618	**CHK**	**A**	**JEFF KING**	**1**	**1**	**35.00**	**0.00**	**35.00**	**09/02/2021**		**42268**
			UTILITY REFUND	5203.03		35.00	0.00	35.00			
112619	**CHK**	**A**	**MUTUAL OF OMAHA INSURANCE COMP**	**5128**	**1**	**2,632.76**	**0.00**	**2,632.76**	**09/02/2021**		**42268**
			09/2021 COVERAGE	001244442293		2,632.76	0.00	2,632.76			
112620	**CHK**	**A**	**NALCO CHEMICAL COMPANY**	**457**	**1**	**11,592.40**	**0.00**	**11,592.40**	**09/02/2021**		**42268**
			WTP CHEMICALS	6600603560		11,592.40	0.00	11,592.40			
112621	**CHK**	**A**	**PAVEMENT REPAIR & SUPPLIES INC**	**3202**	**1**	**1,886.00**	**0.00**	**1,886.00**	**09/02/2021**		**42268**
			PAVEMENT REPAIR	2021-746		1,886.00	0.00	1,886.00			
112622	**CHK**	**A**	**PIONEER MANUFACTURING COMPANY**	**2628**	**1**	**1,080.00**	**0.00**	**1,080.00**	**09/02/2021**		**42268**
			PACKING CLAY-BASEBALL FIELDS	INV790794		1,080.00	0.00	1,080.00			
112623	**CHK**	**A**	**PIPESTONE EQUIPMENT, LLC**	**5127**	**1**	**152.55**	**0.00**	**152.55**	**09/02/2021**		**42268**
			VALVE - WTP	11659		152.55	0.00	152.55			
112624	**CHK**	**A**	**SGS ACCUTEST INC.**	**4859**	**1**	**208.00**	**0.00**	**208.00**	**09/02/2021**		**42268**
			07/2021 WATER QUALITY TEST	52160129187		208.00	0.00	208.00			
112625	**CHK**	**A**	**SHERWIN-WILLIAMS**	**1890**	**2**	**199.36**	**0.00**	**199.36**	**09/02/2021**		**42268**

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			SUPPLIES - STREETS	2084-5		186.13	0.00	186.13			
			SUPPLIES - STREETS	2097-7		13.23	0.00	13.23			
112626	**CHK**	**A**	**TEN POINT SALES & MARKETING LL**	**3852**	**3**	**1,645.29**	**0.00**	**1,645.29**	**09/02/2021**		**42268**
			SUPPLIES - F/S	27160		807.50	0.00	807.50			
			SUPPLIES - F/S	27162		74.11	0.00	74.11			
			REPAIR	27163		763.68	0.00	763.68			
112627	**CHK**	**A**	**TREATMENT TECH, INC.**	**1494**	**1**	**2,873.00**	**0.00**	**2,873.00**	**09/02/2021**		**42268**
			SODIUM HYPOCHLORITE	184969		2,873.00	0.00	2,873.00			
112628	**CHK**	**A**	**USA BLUEBOOK**	**1779**	**2**	**252.39**	**0.00**	**252.39**	**09/02/2021**		**42268**
			POWER SUPPLY - WTP	685371		56.95	0.00	56.95			
			SUPPLIES - WWTP	687060		195.44	0.00	195.44			
112629	**CHK**	**A**	**WATERS CONSTRUCTION CO. INC**	**670**	**2**	**350.16**	**0.00**	**350.16**	**09/02/2021**		**42268**
			USE TAX REFUND	L12942		38.42	0.00	38.42			
			USE TAX REFUND	L73975		311.74	0.00	311.74			
112630	**CHK**	**A**	**WESTWOOD LAKES WATER DISTRICT**	**679**	**1**	**0.54**	**0.00**	**0.54**	**09/02/2021**		**42268**
			07/21-08/21 WELLFIELD	08232021		0.54	0.00	0.54			
112631	**CHK**	**A**	**WHISLER INDUSTRIAL SUPPLY**	**682**	**1**	**232.10**	**0.00**	**232.10**	**09/02/2021**		**42268**
			SUPPLIES - WWTP	2409975		232.10	0.00	232.10			
112632	**CHK**	**A**	**AT&T MOBILITY LLC**	**5118**	**1**	**126.11**	**0.00**	**126.11**	**09/09/2021**		**42279**
			WIRELESS CHARGES	87290137930X08282021		126.11	0.00	126.11			
112633	**CHK**	**A**	**BIRCHAM'S**	**75**	**1**	**721.57**	**0.00**	**721.57**	**09/09/2021**		**42279**
			08/20021 USAGE	333482		721.57	0.00	721.57			
112634	**CHK**	**A**	**CENTURYLINK**	**4342**	**3**	**588.52**	**0.00**	**588.52**	**09/09/2021**		**42279**
			08/2021 CHARGES	8252021		588.52	0.00	188.74			
			08/2021 CHARGES	8252021		588.52	0.00	138.04			
			08/2021 CHARGES	8252021		588.52	0.00	261.74			
112635	**CHK**	**A**	**CHAD MILDBRANDT**	**5159**	**1**	**108.00**	**0.00**	**108.00**	**09/09/2021**		**42279**
			BARTENDING - UPCC	09072021		108.00	0.00	108.00			
112636	**CHK**	**A**	**CONSPIRE!**	**3235**	**1**	**220.00**	**0.00**	**220.00**	**09/09/2021**		**42279**
			DRUG SCREENING	20965		220.00	0.00	220.00			
112637	**CHK**	**A**	**CORE ELECTRIC COOPERATIVE**	**5316**	**3**	**6,928.46**	**0.00**	**6,928.46**	**09/09/2021**		**42279**
			09/2021	09022021A		6,928.46	0.00	36.56			
			09/2021	09022021A		6,928.46	0.00	5,858.32			
			09/2021	09022021A		6,928.46	0.00	1,033.58			
112638	**CHK**	**A**	**DEEP ROCK**	**5263**	**1**	**83.81**	**0.00**	**83.81**	**09/09/2021**		**42279**
			WATER DELIVERY	21072370090421		83.81	0.00	83.81			
112639	**CHK**	**A**	**HOME DEPOT CREDIT SERVICES**	**1758**	**2**	**281.84**	**0.00**	**281.84**	**09/09/2021**		**42279**
			08/2021 CHARGES	8292021		281.84	0.00	23.96			
			08/2021 CHARGES	8292021		281.84	0.00	257.88			
112640	**CHK**	**A**	**J&J DAVIS INC**	**5001**	**1**	**192.00**	**0.00**	**192.00**	**09/09/2021**		**42279**
			POSTAGE MACHINE INK CARTRIDGE	21427		192.00	0.00	192.00			

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112641	**CHK**	**A**	**KUBWATER RESOURCES INC**	**4643**	**1**	**3,474.49**	**0.00**	**3,474.49**	**09/09/2021**		**42279**
			COMPOST - WWTP	10393		3,474.49	0.00	3,474.49			
112642	**CHK**	**A**	**MIDWEST CARD AND ID SOLUTIONS**	**5112**	**1**	**2,988.00**	**0.00**	**2,988.00**	**09/09/2021**		**42279**
			EMG MGT SALAMANDER	28918		2,988.00	0.00	2,988.00			
112643	**CHK**	**A**	**TELLER COUNTY SHERIFF OFFICE**	**1**	**1**	**135.36**	**0.00**	**135.36**	**09/09/2021**		**42279**
			REIMB. VETERAN'S RALLY-UTE INN	08212021		135.36	0.00	135.36			
112644	**CHK**	**A**	**NICHOLAS & JENNIFER ABERCROMBI**	**1**	**1**	**4,000.00**	**0.00**	**4,000.00**	**09/09/2021**		**42279**
			ESCROW REFUND	09012021		4,000.00	0.00	4,000.00			
112645	**CHK**	**A**	**TAMMY SMIDT**	**1**	**1**	**144.00**	**0.00**	**144.00**	**09/09/2021**		**42279**
			REFUND OF ZDP	09012021A		144.00	0.00	144.00			
112646	**CHK**	**A**	**STEVE VARNER**	**1**	**1**	**138.88**	**0.00**	**138.88**	**09/09/2021**		**42279**
			CLOTHING REIMBURSEMENT	09012021B		138.88	0.00	138.88			
112647	**CHK**	**A**	**WALMART RESTITUTION RECOVERY**	**1**	**1**	**109.35**	**0.00**	**109.35**	**09/09/2021**		**42279**
			RESTITUTION 18MD551	09072021		109.35	0.00	109.35			
112648	**CHK**	**A**	**LDB350LLC**	**1**	**3**	**42.60**	**0.00**	**42.60**	**09/09/2021**		**42279**
			UTILITY REFUND	3751.02		42.60	0.00	1.84			
			UTILITY REFUND	3751.02		42.60	0.00	12.93			
			UTILITY REFUND	3751.02		42.60	0.00	27.83			
112649	**CHK**	**A**	**RAMONA SPONSELLER**	**1**	**3**	**56.83**	**0.00**	**56.83**	**09/09/2021**		**42279**
			UTILITY REFUND	713.02		56.83	0.00	9.77			
			UTILITY REFUND	713.02		56.83	0.00	0.37			
			UTILITY REFUND	713.02		56.83	0.00	46.69			
112650	**CHK**	**A**	**JON G. REMODELING INC.**	**1**	**1**	**467.00**	**0.00**	**467.00**	**09/09/2021**		**42279**
			WOODLAND STATION BEAUTIFICATIO	954004		467.00	0.00	467.00			
112651	**CHK**	**A**	**NAPA AUTO PARTS**	**2048**	**2**	**666.92**	**0.00**	**666.92**	**09/09/2021**		**42279**
			09/2021 CHARGES	8312021		666.92	0.00	662.85			
			09/2021 CHARGES	8312021		666.92	0.00	4.07			
112652	**CHK**	**A**	**PEAK INTERNET**	**3141**	**6**	**19,291.79**	**0.00**	**19,291.79**	**09/09/2021**		**42279**
			09/2021 CHARGES	132736		15,806.36	0.00	800.00			
			09/2021 CHARGES	132736		15,806.36	0.00	800.00			
			09/2021 CHARGES	132736		15,806.36	0.00	13,049.88			
			09/2021 CHARGES	132736		15,806.36	0.00	1,156.48			
			09/2021 CHARGES	132737		3,425.48	0.00	3,425.48			
			09/2021 CHARGES	378113		59.95	0.00	59.95			
112653	**CHK**	**A**	**PIKES PEAK REGIONAL BUILDING D**	**4647**	**1**	**65.29**	**0.00**	**65.29**	**09/09/2021**		**42279**
			09/2021 PLAN FEES	09012021		65.29	0.00	65.29			
112654	**CHK**	**A**	**PITNEY BOWES GLOBAL FINANCIAL**	**2479**	**1**	**90.00**	**0.00**	**90.00**	**09/09/2021**		**42279**
			09/21 POSTAGE METER LEASE WPPD	3314113577		90.00	0.00	90.00			
112655	**CHK**	**A**	**PRIORITY RESEARCH**	**4392**	**1**	**320.40**	**0.00**	**320.40**	**09/09/2021**		**42279**
			BACKROUND CHECKS - P&R	894728		320.40	0.00	320.40			
112656	**CHK**	**A**	**SWIRE COCA-COLA,USA**	**5227**	**1**	**333.12**	**0.00**	**333.12**	**09/09/2021**		**42279**

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			CONCESSIONS - WAC	13768206503		333.12	0.00	333.12			
112657	**CHK**	**A**	**TELLER COUNTY WASTE**	**4158**	**4**	**611.75**	**0.00**	**611.75**	**09/09/2021**		**42279**
			Teller County Waste Trash	08052021		611.75	0.00	13.75			
			Teller County Waste Trash	08052021		611.75	0.00	421.00			
			Teller County Waste Trash	08052021		611.75	0.00	138.00			
			Teller County Waste Trash	08052021		611.75	0.00	39.00			
112658	**CHK**	**A**	**UNITED REPROGRAPHIC SUPPLY**	**4285**	**1**	**98.00**	**0.00**	**98.00**	**09/09/2021**		**42279**
			09/2021 AGREEMENT	3435311		98.00	0.00	98.00			
112659	**CHK**	**A**	**VERIZON**	**3856**	**5**	**2,610.64**	**0.00**	**2,610.64**	**09/09/2021**		**42279**
			WIRELESS CHARGES	9887147541		2,610.64	0.00	205.82			
			WIRELESS CHARGES	9887147541		2,610.64	0.00	297.76			
			WIRELESS CHARGES	9887147541		2,610.64	0.00	1,746.21			
			WIRELESS CHARGES	9887147541		2,610.64	0.00	278.37			
			WIRELESS CHARGES	9887147541		2,610.64	0.00	82.48			
112660	**CHK**	**A**	**WILSON WILLIAMS LLP**	**5287**	**1**	**13,109.33**	**0.00**	**13,109.33**	**09/09/2021**		**42279**
			08/2021 LEGAL FEES	031		13,109.33	0.00	13,109.33			
112661	**CHK**	**A**	**WIRELESS WATCHDOGS, LLC**	**5102**	**1**	**280.00**	**0.00**	**280.00**	**09/09/2021**		**42279**
			08/2021 MAINTENANCE	IN0087244		280.00	0.00	280.00			
112662	**CHK**	**A**	**BRIAN E. BUNDY**	**5208**	**1**	**840.00**	**0.00**	**840.00**	**09/09/2021**		**42282**
			Accounting Support Service	09052021		840.00	0.00	840.00			
112665	**CHK**	**A**	**4 RIVERS EQUIPMENT**	**130**	**1**	**137.92**	**0.00**	**137.92**	**09/16/2021**		**42337**
			REPAIR #96	1146063		137.92	0.00	137.92			
112666	**CHK**	**A**	**BROWNS HILL ENGINEERING CONTRL**	**4326**	**1**	**396.00**	**0.00**	**396.00**	**09/16/2021**		**42337**
			SERVICE WORK - 08/16-08/20	21723		396.00	0.00	396.00			
112667	**CHK**	**A**	**BRUCKNER TRUCK SALES**	**4482**	**1**	**1,744.17**	**0.00**	**1,744.17**	**09/16/2021**		**42337**
			SERVICE & REPAIR - B&G	RA121000637:01		1,744.17	0.00	1,744.17			
112668	**CHK**	**A**	**CASELLE INC**	**2356**	**2**	**498.00**	**0.00**	**498.00**	**09/16/2021**		**42337**
			10/2021 CONTRACT	111762		498.00	0.00	323.70			
			10/2021 CONTRACT	111762		498.00	0.00	174.30			
112669	**CHK**	**A**	**CHAD MILDBRANDT**	**5159**	**1**	**144.00**	**0.00**	**144.00**	**09/16/2021**		**42337**
			BARTENDING - UPCC	09112021		144.00	0.00	144.00			
112670	**CHK**	**A**	**CINTAS CORPORATION NO 2**	**4977**	**1**	**68.45**	**0.00**	**68.45**	**09/16/2021**		**42337**
			UNIFORMS - FLEET	4094895461		68.45	0.00	68.45			
112671	**CHK**	**A**	**CITY FINANCE ACCTS REC**	**1914**	**1**	**6,978.00**	**0.00**	**6,978.00**	**09/16/2021**		**42337**
			PPRCN MOTOROLA CONSOLE FEES	PPRCN1208		6,978.00	0.00	6,978.00			
112672	**CHK**	**A**	**CORE & MAIN LP**	**4980**	**5**	**3,044.29**	**0.00**	**3,044.29**	**09/16/2021**		**42337**
			SUPPLIES - F/S	P493772		806.01	0.00	806.01			
			SUPPLIES - F/S	P495953		208.72	0.00	208.72			
			SUPPLIES - F/S	P499383		452.48	0.00	452.48			
			CURB BOX - F/S	P500093		728.50	0.00	728.50			
			SUPPLIES - F/S	P500311		848.58	0.00	848.58			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
112673	**CHK**	**A**	**CPRA COLO. PARKS & RECREATION**	**109**	**1**	**87.00**	**0.00**	**87.00**	**09/16/2021**		**42337**
			2021 CONFERENCE	200014042		87.00	0.00	87.00			
112674	**CHK**	**A**	**CPS DISTRIBUTORS, INC**	**194**	**1**	**347.31**	**0.00**	**347.31**	**09/16/2021**		**42337**
			DEER REPELLENT - B&G	0004759449-001		347.31	0.00	347.31			
112675	**CHK**	**A**	**CRANE REPAIR COMPANY, INC**	**5277**	**1**	**1,192.91**	**0.00**	**1,192.91**	**09/16/2021**		**42337**
			CRANE REPAIR	23755		1,192.91	0.00	1,192.91			
112676	**CHK**	**A**	**DANIELS LONG CHEVROLET**	**203**	**3**	**1,122.45**	**0.00**	**1,122.45**	**09/16/2021**		**42337**
			#46 - REPAIR	637926		256.63	0.00	256.63			
			#46 REPAIR	637949		256.63	0.00	256.63			
			#46 - REPAIR	637970		609.19	0.00	609.19			
112677	**CHK**	**A**	**DOCUMART COPIES & PRINTING**	**3252**	**1**	**102.64**	**0.00**	**102.64**	**09/16/2021**		**42337**
			OFFICE SUPPLIES	367588		102.64	0.00	102.64			
112678	**CHK**	**A**	**EL PASO CTY HEALTH DEPT LAB**	**241**	**1**	**273.00**	**0.00**	**273.00**	**09/16/2021**		**42337**
			BACTERIOLOGICAL TESTS - WTP	083121		273.00	0.00	273.00			
112679	**CHK**	**A**	**GALLS, LLC**	**5221**	**5**	**566.76**	**0.00**	**566.76**	**09/16/2021**		**42337**
			UNIFORM - HASLER	019022628		11.56	0.00	11.56			
			UNIFORM - COUCH	019032837		147.13	0.00	147.13			
			UNIFORM - COUCH	019118584		105.17	0.00	105.17			
			UNIFORM - HODGES	019158189		290.00	0.00	290.00			
			UNIFORM - COUCH	019181455		12.90	0.00	12.90			
112680	**CHK**	**A**	**GRACE JOHNSON**	**5156**	**1**	**54.00**	**0.00**	**54.00**	**09/16/2021**		**42337**
			BARTENDING - UPCC	09122021		54.00	0.00	54.00			
112681	**CHK**	**A**	**GRAINGER INC.**	**282**	**1**	**55.96**	**0.00**	**55.96**	**09/16/2021**		**42337**
			SWITCH - WTP	9045750958		55.96	0.00	55.96			
112682	**CHK**	**A**	**HARRELL'S INC**	**5104**	**1**	**1,060.00**	**0.00**	**1,060.00**	**09/16/2021**		**42337**
			CHEMICALS - B&G	INV01535954		1,060.00	0.00	1,060.00			
112683	**CHK**	**A**	**HIGH COUNTRY PEST CONTROL**	**3822**	**1**	**101.00**	**0.00**	**101.00**	**09/16/2021**		**42337**
			PEST CONTROL	89699		101.00	0.00	101.00			
112684	**CHK**	**A**	**IMAGE BEARERS CLEANING LLC**	**5082**	**1**	**3,853.00**	**0.00**	**3,853.00**	**09/16/2021**		**42337**
			CLEANING CONTRACT - SEPT	2923		3,853.00	0.00	3,853.00			
112685	**CHK**	**A**	**K.E.C.I.COLORADO INC**	**5299**	**1**	**27,873.94**	**0.00**	**27,873.94**	**09/16/2021**		**42337**
			GATEWAY SIDEWALK - #3	410103		27,873.94	0.00	27,873.94			
112686	**CHK**	**A**	**LEXIS NEXIS ACCURINT**	**3379**	**1**	**30.00**	**0.00**	**30.00**	**09/16/2021**		**42337**
			08/2021 CONTRACT	1209360-20210831		30.00	0.00	30.00			
112687	**CHK**	**A**	**TELLER COUNTY CLERK & RECORDER**	**1**	**1**	**2.90**	**0.00**	**2.90**	**09/16/2021**		**42337**
			RECORDED PLATS	09142021		2.90	0.00	2.90			
112688	**CHK**	**A**	**4IMPRINT, INC.**	**1**	**1**	**387.04**	**0.00**	**387.04**	**09/16/2021**		**42337**
			NOTEBOOKS - ADMIN	21669452		387.04	0.00	387.04			
112689	**CHK**	**A**	**INTERMOUNTAIN SALES OF DENVER,**	**1**	**2**	**300.88**	**0.00**	**300.88**	**09/16/2021**		**42337**
			REPAIR - F/S	29072		300.88	0.00	105.31			

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			REPAIR - F/S	29072		300.88	0.00	195.57			
112690	**CHK**	**A**	**MARIA & JASON ALVIAR-TITUS**	**1**	**1**	**50.19**	**0.00**	**50.19**	**09/16/2021**		**42337**
			UTILITY REFUND	3779.07		50.19	0.00	50.19			
112691	**CHK**	**A**	**RAMONA SPONSELLER**	**1**	**1**	**250.00**	**0.00**	**250.00**	**09/16/2021**		**42337**
			UTILTIY REFUND	713.02A		250.00	0.00	250.00			
112692	**CHK**	**A**	**NICOLETTI-FLATTER ASSOCIATES,P**	**4698**	**1**	**225.00**	**0.00**	**225.00**	**09/16/2021**		**42337**
			PRE - EMPLOYMENT	21083		225.00	0.00	225.00			
112693	**CHK**	**A**	**O'REILLY AUTOMOTIVE STORES, IN**	**4531**	**1**	**28.46**	**0.00**	**28.46**	**09/16/2021**		**42337**
			08/2021 CHARGES	82821		28.46	0.00	28.46			
112694	**CHK**	**A**	**PIONEER MANUFACTURING COMPANY**	**2628**	**1**	**774.50**	**0.00**	**774.50**	**09/16/2021**		**42337**
			ATHLETIC FIELD - B&G	INV802881		774.50	0.00	774.50			
112695	**CHK**	**A**	**PREMIER COPIER INC**	**5296**	**1**	**233.37**	**0.00**	**233.37**	**09/16/2021**		**42337**
			COPIES - WAC	68777		233.37	0.00	233.37			
112696	**CHK**	**A**	**QUADIENT FINANCE USA, INC**	**5204**	**1**	**500.00**	**0.00**	**500.00**	**09/16/2021**		**42337**
			POSTAGE METER REFILL	08292021		500.00	0.00	500.00			
112697	**CHK**	**A**	**R.N.D.C.**	**3871**	**1**	**184.94**	**0.00**	**184.94**	**09/16/2021**		**42337**
			LIQUOR DELIVERY	6258695		184.94	0.00	184.94			
112698	**CHK**	**A**	**RAMPART SUPPLY, INC.**	**528**	**1**	**213.56**	**0.00**	**213.56**	**09/16/2021**		**42337**
			REBUILD KITS - B&G	2671675-00		213.56	0.00	213.56			
112699	**CHK**	**A**	**SCHMIDT CONSTRUCTION**	**559**	**3**	**1,162.00**	**0.00**	**1,162.00**	**09/16/2021**		**42337**
			ASPHALT - STREETS	2633729		610.96	0.00	610.96			
			ASPHALT - STREETS	2634130		216.16	0.00	216.16			
			ASPHALT - STREETS	2634840		334.88	0.00	334.88			
112700	**CHK**	**A**	**SNO-WHITE LINEN & UNIFORM, INC**	**581**	**1**	**169.25**	**0.00**	**169.25**	**09/16/2021**		**42337**
			EVENT EXPENSE	S92069		169.25	0.00	169.25			
112701	**CHK**	**A**	**SOUTHERN GLAZER'S WINE & SPIRI**	**2805**	**2**	**162.57**	**0.00**	**162.57**	**09/16/2021**		**42337**
			LIQUOR DELIVERY - UPCC	2610383		104.55	0.00	104.55			
			LIQUOR DELIVERY	2610384		58.02	0.00	58.02			
112702	**CHK**	**A**	**STANLEY CONVERGENT SECURITY SO**	**4042**	**1**	**376.24**	**0.00**	**376.24**	**09/16/2021**		**42337**
			08/2021 MAINTENANCE CHARGES	6001665625		376.24	0.00	376.24			
112703	**CHK**	**A**	**TELLER COUNTY WASTE**	**4158**	**1**	**350.00**	**0.00**	**350.00**	**09/16/2021**		**42337**
			09/2021 PORTABLE RESTROOMS	18701		350.00	0.00	350.00			
112704	**CHK**	**A**	**THE EMBLEM AUTHORITY**	**5225**	**1**	**345.60**	**0.00**	**345.60**	**09/16/2021**		**42337**
			UNIFORM BADGES	37169		345.60	0.00	345.60			
112705	**CHK**	**A**	**UCH-MHS**	**4703**	**1**	**874.92**	**0.00**	**874.92**	**09/16/2021**		**42337**
			CASE # 21-1240 EXAM	2060112056		874.92	0.00	874.92			
112706	**CHK**	**A**	**UNCC UTILITY NOTIFICATION CNTR**	**2012**	**2**	**234.96**	**0.00**	**234.96**	**09/16/2021**		**42337**
			UTILITY LOCATES	221081548		234.96	0.00	152.72			
			UTILITY LOCATES	221081548		234.96	0.00	82.24			

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112707	**CHK**	**A**	**UPS STORE #1374**	**416**	**3**	**287.93**	**0.00**	**287.93**	**09/16/2021**		**42337**
			08/2021 CHARGES	8312021		287.93	0.00	129.60			
			08/2021 CHARGES	8312021		287.93	0.00	143.44			
			08/2021 CHARGES	8312021		287.93	0.00	14.89			
112708	**CHK**	**A**	**USA BLUEBOOK**	**1779**	**2**	**355.19**	**0.00**	**355.19**	**09/16/2021**		**42337**
			SUPPLIES	694311		101.08	0.00	101.08			
			SUPPLIES - F/S	698704		254.11	0.00	254.11			
112709	**CHK**	**A**	**WANCO, INC.**	**3905**	**1**	**260.00**	**0.00**	**260.00**	**09/16/2021**		**42337**
			REPAIR	64235		260.00	0.00	260.00			
112710	**CHK**	**A**	**WASTE MANAGEMENT WOODLAND PARK**	**3004**	**1**	**265.75**	**0.00**	**265.75**	**09/16/2021**		**42337**
			09/2021 CHARGES - WWTP	0701383-2517-3		265.75	0.00	265.75			
112711	**CHK**	**A**	**WAXIE SANITARY SUPPLY**	**4189**	**2**	**1,962.10**	**0.00**	**1,962.10**	**09/16/2021**		**42337**
			CUSTODIAL SUPPLIES - B&G	80234190		1,377.70	0.00	1,377.70			
			CUSTODIAL SUPPLIES - B&G	80234191		584.40	0.00	584.40			
112712	**CHK**	**A**	**WEX HEALTH INC**	**5283**	**1**	**83.00**	**0.00**	**83.00**	**09/16/2021**		**42337**
			08/2021 FSA	0001390266-IN		83.00	0.00	83.00			
112713	**CHK**	**A**	**WHISLER INDUSTRIAL SUPPLY**	**682**	**1**	**21.11**	**0.00**	**21.11**	**09/16/2021**		**42337**
			PARTS	2410634		21.11	0.00	21.11			
112714	**CHK**	**A**	**WOODLAND HARDWARE & RENTAL**	**2739**	**5**	**736.28**	**0.00**	**736.28**	**09/16/2021**		**42337**
			08/2021 CHARGES	831201		736.28	0.00	326.64			
			08/2021 CHARGES	831201		736.28	0.00	356.08			
			08/2021 CHARGES	831201		736.28	0.00	9.99			
			08/2021 CHARGES	831201		736.28	0.00	26.58			
			08/2021 CHARGES	831201		736.28	0.00	16.99			
112715	**CHK**	**A**	**TELLER CNTY SHERIFF'S OFFICE**	**2103**	**1**	**90.00**	**0.00**	**90.00**	**09/16/2021**		**42342**
			TELLER COUNTY AWARDS BANQUET	09162021		90.00	0.00	90.00			
112716	**CHK**	**A**	**BADGER METER INC**	**4278**	**1**	**161.00**	**0.00**	**161.00**	**09/23/2021**		**42352**
			SUPPLIES - F/S	1456459		161.00	0.00	161.00			
112717	**CHK**	**A**	**BRIAN E. BUNDY**	**5208**	**1**	**525.00**	**0.00**	**525.00**	**09/23/2021**		**42352**
			09/06-09/19 ACCT. SERVICES	09192021		525.00	0.00	525.00			
112718	**CHK**	**A**	**CHAD MILDBRANDT**	**5159**	**1**	**72.00**	**0.00**	**72.00**	**09/23/2021**		**42352**
			BARTENDING	09202021		72.00	0.00	72.00			
112719	**CHK**	**A**	**CORE & MAIN LP**	**4980**	**6**	**4,397.46**	**0.00**	**4,397.46**	**09/23/2021**		**42352**
			SUPPLIES - F/S	P498422		1,508.37	0.00	1,508.37			
			DRAINAGE - STREETS	P507701		1,290.90	0.00	1,290.90			
			SUPPLIES - F/S	P510204		394.19	0.00	394.19			
			SUPPLIES - F/S	P510753		585.48	0.00	585.48			
			SUPPLIES - F/S	P521069		537.24	0.00	537.24			
			SUPPLIES - F/S	P527912		81.28	0.00	81.28			
112720	**CHK**	**A**	**CORE ELECTRIC COOPERATIVE**	**5316**	**3**	**17,259.56**	**0.00**	**17,259.56**	**09/23/2021**		**42352**
			08/2021 CHARGES	09102021B		17,259.56	0.00	8,556.79			
			08/2021 CHARGES	09102021B		17,259.56	0.00	3,354.83			
			08/2021 CHARGES	09102021B		17,259.56	0.00	5,347.94			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
112721	**CHK**	**A**	**CPS DISTRIBUTORS, INC**	**194**	**1**	**837.54**	**0.00**	**837.54**	**09/23/2021**		**42352**
			STOCK PURCHASES - B&G	0005108886-001		837.54	0.00	837.54			
112722	**CHK**	**A**	**DOCUMART COPIES & PRINTING**	**3252**	**2**	**465.00**	**0.00**	**465.00**	**09/23/2021**		**42352**
			BUS. CARDS - VICTIM ASST.	367525		60.00	0.00	60.00			
			BUS. CARDS - DISPATCH	367583		405.00	0.00	405.00			
112723	**CHK**	**A**	**ECONO SIGNS AND BARRICADE**	**4831**	**1**	**914.11**	**0.00**	**914.11**	**09/23/2021**		**42352**
			SIGNAGE - STREETS	10-969527		914.11	0.00	914.11			
112724	**CHK**	**A**	**ENGER, JANE**	**3876**	**1**	**26.25**	**0.00**	**26.25**	**09/23/2021**		**42352**
			INSTRUCTOR - P&R	09152021		26.25	0.00	26.25			
112725	**CHK**	**A**	**FOXWORTH-GALBRAITH LUMBER CO**	**96**	**3**	**588.18**	**0.00**	**588.18**	**09/23/2021**		**42352**
			08/2021 CHARGES	8312021		588.18	0.00	442.72			
			08/2021 CHARGES	8312021		588.18	0.00	99.48			
			08/2021 CHARGES	8312021		588.18	0.00	45.98			
112726	**CHK**	**A**	**HINKLE & COMPANY,PC**	**5035**	**1**	**7,300.00**	**0.00**	**7,300.00**	**09/23/2021**		**42352**
			2020 AUDIT	8662		7,300.00	0.00	7,300.00			
112727	**CHK**	**A**	**IDEXX DISTRIBUTION, INC.**	**3659**	**1**	**980.29**	**0.00**	**980.29**	**09/23/2021**		**42352**
			LAB SUPPLIES - WWTP	3091793042		980.29	0.00	980.29			
112728	**CHK**	**A**	**ISAIAH WILEY**	**5230**	**1**	**15.00**	**0.00**	**15.00**	**09/23/2021**		**42352**
			OFFICIAL - P&R	09202021		15.00	0.00	15.00			
112729	**CHK**	**A**	**JOSIAH EDWARD NEWTON**	**5075**	**1**	**26.00**	**0.00**	**26.00**	**09/23/2021**		**42352**
			OFFICIAL - P&R	09202021		26.00	0.00	26.00			
112730	**CHK**	**A**	**KROGER-KING SOOPERS CUST CHGS**	**145**	**1**	**101.78**	**0.00**	**101.78**	**09/23/2021**		**42352**
			08/2121-09/2021 CHARGES	9142021		101.78	0.00	101.78			
112731	**CHK**	**A**	**KS STATEBANK**	**5217**	**1**	**377.98**	**0.00**	**377.98**	**09/23/2021**		**42352**
			KYOCERA COPIER CONTRACT - WAC	11252021		377.98	0.00	377.98			
112732	**CHK**	**A**	**L.N. CURTIS & SONS**	**5123**	**1**	**353.00**	**0.00**	**353.00**	**09/23/2021**		**42352**
			UNIFORMS - WPPD	INV525975		353.00	0.00	353.00			
112733	**CHK**	**A**	**LAFEVER, DALTON**	**4494**	**1**	**195.00**	**0.00**	**195.00**	**09/23/2021**		**42352**
			OFFICIAL - P&R	09202021		195.00	0.00	195.00			
112734	**CHK**	**A**	**LEWAN & ASSOCIATES, INC.**	**398**	**1**	**1,417.70**	**0.00**	**1,417.70**	**09/23/2021**		**42352**
			09/21-10/21 USAGE	IN1321566		1,417.70	0.00	1,417.70			
112735	**CHK**	**A**	**LOGAN SIMPSON DESIGN INC**	**5282**	**2**	**18,750.00**	**0.00**	**18,750.00**	**09/23/2021**		**42352**
			COMP PLAN & CODE REVIEW	28245		15,000.00	0.00	15,000.00			
			COMPREHENSIVE PLAN	28371		3,750.00	0.00	3,750.00			
112736	**CHK**	**A**	**MARSHALL MCAFEE**	**5319**	**1**	**10.00**	**0.00**	**10.00**	**09/23/2021**		**42352**
			OFFICIAL - P&R	09202021		10.00	0.00	10.00			
112737	**CHK**	**A**	**MARTINEZ,BRIANNA**	**4737**	**1**	**72.00**	**0.00**	**72.00**	**09/23/2021**		**42352**
			OFFICIAL - P&R	09202021		72.00	0.00	72.00			
112738	**CHK**	**A**	**MBI CONTRACTORS INC**	**5032**	**2**	**3,782.88**	**0.00**	**3,782.88**	**09/23/2021**		**42352**

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			USE TAX REFUND M24885	M24885		2,163.09	0.00	2,163.09			
			USE TAX REFUND	M57524		1,619.79	0.00	1,619.79			
112739	**CHK**	**A**	**SARAH HORWOOD**	**1**	**1**	**122.03**	**0.00**	**122.03**	**09/23/2021**		**42352**
			KWPB FOOD AND SUPPLIES	09202021		122.03	0.00	122.03			
112740	**CHK**	**A**	**JOHN W RATCLIFF**	**1**	**1**	**21,750.00**	**0.00**	**21,750.00**	**09/23/2021**		**42352**
			PARTIAL REFUND OF ESCROW	09202021A		21,750.00	0.00	21,750.00			
112741	**CHK**	**A**	**BONNIE & CHRISTOPHER ROBINSON**	**1**	**1**	**326.43**	**0.00**	**326.43**	**09/23/2021**		**42352**
			UTILITY DEPOSIT	1052.02		326.43	0.00	326.43			
112742	**CHK**	**A**	**ANTHONY & DONNA HAJEK**	**1**	**1**	**55.93**	**0.00**	**55.93**	**09/23/2021**		**42352**
			UTILITY DEPOSIT	625.04		55.93	0.00	55.93			
112743	**CHK**	**A**	**RED WING BUSINESS ADVANTAGE AC**	**4982**	**1**	**157.24**	**0.00**	**157.24**	**09/23/2021**		**42352**
			UNIFORM - STREETS	951-1-81049		157.24	0.00	157.24			
112744	**CHK**	**A**	**ROSS ELECTRIC-ENTERPRISE, INC**	**3139**	**1**	**332.78**	**0.00**	**332.78**	**09/23/2021**		**42352**
			SERVICE CALL AND REPAIR	120717		332.78	0.00	332.78			
112745	**CHK**	**A**	**RYDER M JAMES**	**5247**	**1**	**25.00**	**0.00**	**25.00**	**09/23/2021**		**42352**
			OFFICIAL - P&R	09202021		25.00	0.00	25.00			
112746	**CHK**	**A**	**SCHMIDT CONSTRUCTION**	**559**	**2**	**1,056.72**	**0.00**	**1,056.72**	**09/23/2021**		**42352**
			ASPHALT - STREETS	2620457		665.28	0.00	665.28			
			ASPHALT - STREETS	2636475		391.44	0.00	391.44			
112747	**CHK**	**A**	**SOLITUDE LAKE MANAGEMENT**	**5073**	**1**	**408.00**	**0.00**	**408.00**	**09/23/2021**		**42352**
			5 month Contract Memorial Park	PI-A00664768		408.00	0.00	408.00			
112748	**CHK**	**A**	**TIMBER LINE ELEC/CONTROL CORP**	**1145**	**2**	**2,210.50**	**0.00**	**2,210.50**	**09/23/2021**		**42352**
			SOFTWARE RENEWAL	21168		1,965.00	0.00	1,965.00			
			ALARM REPAIR	5809		245.50	0.00	245.50			
112749	**CHK**	**A**	**TREATMENT TECH, INC.**	**1494**	**3**	**7,285.00**	**0.00**	**7,285.00**	**09/23/2021**		**42352**
			SODIUM HYPOCHLORITE - WTP	184609		4,335.00	0.00	4,335.00			
			SODA ASH - WTP	184763		1,419.00	0.00	1,419.00			
			SODA ASH - WTP	185157		1,531.00	0.00	1,531.00			
112750	**CHK**	**A**	**USA BLUEBOOK**	**1779**	**2**	**395.82**	**0.00**	**395.82**	**09/23/2021**		**42352**
			SAFETY - WWTP	709452		120.94	0.00	120.94			
			SULFURIC ACID	709456		274.88	0.00	274.88			
112751	**CHK**	**A**	**WADE GENOVA**	**4999**	**1**	**59.90**	**0.00**	**59.90**	**09/23/2021**		**42352**
			PAVER STONES	1392		59.90	0.00	59.90			
112752	**CHK**	**A**	**WALMART**	**5318**	**1**	**88,926.20**	**0.00**	**88,926.20**	**09/23/2021**		**42352**
			2019 WALMART AMENDED REFUND	09162021		88,926.20	0.00	88,926.20			
112753	**CHK**	**A**	**WOODLAND PARK SCHOOL DIST RE-2**	**1262**	**1**	**266,690.41**	**0.00**	**266,690.41**	**09/23/2021**		**42352**
			07/2021 SALES TAX	09122021		266,690.41	0.00	266,690.41			
112755	**CHK**	**A**	**4 RIVERS EQUIPMENT**	**130**	**1**	**24.29**	**0.00**	**24.29**	**09/30/2021**		**42363**
			#96 REPAIR - WWTP	1152393		24.29	0.00	24.29			

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112756	**CHK**	**A**	**AIS SPECIALTY PRODUCTS, INC**	**3074**	**3**	**2,104.00**	**0.00**	**2,104.00**	**09/30/2021**		**42363**
			CUSTODIAL SUPPLIES - B&G	PS1413470		235.00	0.00	235.00			
			SUPPLIES - B&G	PS1414826		405.00	0.00	405.00			
			EQUIP. REPAIR	PSI412826		1,464.00	0.00	1,464.00			
112757	**CHK**	**A**	**BENJAMIN LEE CANON**	**5181**	**1**	**562.50**	**0.00**	**562.50**	**09/30/2021**		**42363**
			SITE VISITS - FIBER INSTALL	1119		562.50	0.00	562.50			
112758	**CHK**	**A**	**BEVERAGE DISTRIBUTORS**	**1132**	**1**	**773.51**	**0.00**	**773.51**	**09/30/2021**		**42363**
			LIQUOR DELIVERY	341174766		773.51	0.00	773.51			
112759	**CHK**	**A**	**BILL'S EQUIPMENT & SUPPLY, INC**	**1728**	**1**	**26.20**	**0.00**	**26.20**	**09/30/2021**		**42363**
			SUPPLIES - F/S	459223		26.20	0.00	26.20			
112760	**CHK**	**A**	**BLACK HILLS ENERGY**	**4035**	**4**	**3,264.93**	**0.00**	**3,264.93**	**09/30/2021**		**42363**
			09/2021 CHARGES	9232021		3,264.93	0.00	198.74			
			09/2021 CHARGES	9232021		3,264.93	0.00	584.68			
			09/2021 CHARGES	9232021		3,264.93	0.00	2,355.68			
			09/2021 CHARGES	9232021		3,264.93	0.00	125.83			
112761	**CHK**	**A**	**CAPITAL ONE, N.A.**	**5298**	**2**	**160.57**	**0.00**	**160.57**	**09/30/2021**		**42363**
			09/2021 CHARGES	9192021		160.57	0.00	12.52			
			09/2021 CHARGES	9192021		160.57	0.00	148.05			
112762	**CHK**	**A**	**CHAD MILDBRANDT**	**5159**	**1**	**144.00**	**0.00**	**144.00**	**09/30/2021**		**42363**
			BARTENDING - UPCC	09272021		144.00	0.00	144.00			
112763	**CHK**	**A**	**CINTAS CORPORATION NO 2**	**4977**	**2**	**155.41**	**0.00**	**155.41**	**09/30/2021**		**42363**
			UNIFORM - FLEET	4095445328		68.45	0.00	68.45			
			UNIFORMS - FLEET	4096209889		86.96	0.00	86.96			
112764	**CHK**	**A**	**COLUMBIA CASCADE CO.**	**3762**	**1**	**1,470.00**	**0.00**	**1,470.00**	**09/30/2021**		**42363**
			PARK EQUIPMENT - B&G	49987-63		1,470.00	0.00	1,470.00			
112765	**CHK**	**A**	**CONROY'S PLUS ONE INC**	**4918**	**1**	**598.00**	**0.00**	**598.00**	**09/30/2021**		**42363**
			REPAIR	81410		598.00	0.00	598.00			
112766	**CHK**	**A**	**CPS DISTRIBUTORS, INC**	**194**	**1**	**421.64**	**0.00**	**421.64**	**09/30/2021**		**42363**
			STOCK SUPPLIES	0005109018-001		421.64	0.00	421.64			
112767	**CHK**	**A**	**DISPLAY SALES CO**	**4559**	**2**	**1,875.00**	**0.00**	**1,875.00**	**09/30/2021**		**42363**
			FLAGS - B&G	INV-029919		1,574.00	0.00	1,574.00			
			CUSTOM FLAGS	INV-029937		301.00	0.00	301.00			
112768	**CHK**	**A**	**DYLAN MILDBRANDT**	**5312**	**1**	**156.00**	**0.00**	**156.00**	**09/30/2021**		**42363**
			BARTENDING - UPCC	09272021		156.00	0.00	156.00			
112769	**CHK**	**A**	**EMPLOYERS COUNCIL SERVICES, IN**	**5099**	**1**	**200.00**	**0.00**	**200.00**	**09/30/2021**		**42363**
			BACKROUND CHECKS	0000389571		200.00	0.00	200.00			
112770	**CHK**	**A**	**FISHER SCIENTIFIC**	**258**	**1**	**330.20**	**0.00**	**330.20**	**09/30/2021**		**42363**
			SUPPLIES - WWTP	1264798		330.20	0.00	330.20			
112771	**CHK**	**A**	**GALLS, LLC**	**5221**	**1**	**48.94**	**0.00**	**48.94**	**09/30/2021**		**42363**
			GALLS UNIFORM	018756185		48.94	0.00	48.94			

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112772	**CHK**	**A**	**GEMPLER'S**	**4026**	**1**	**317.93**	**0.00**	**317.93**	**09/30/2021**		**42363**
			SAFETY CLOTHING - STREETS	INV0004479763		317.93	0.00	317.93			
112773	**CHK**	**A**	**GRAINGER INC.**	**282**	**2**	**4,610.12**	**0.00**	**4,610.12**	**09/30/2021**		**42363**
			SUPPLIES - WWTP	9050552604		191.02	0.00	191.02			
			TRAFFIC LINE PAINTING	9052868529		4,419.10	0.00	4,419.10			
112774	**CHK**	**A**	**HACH COMPANY**	**291**	**1**	**184.76**	**0.00**	**184.76**	**09/30/2021**		**42363**
			LAB SUPPLIES	12647146		184.76	0.00	184.76			
112775	**CHK**	**A**	**HARRELL'S INC**	**5104**	**1**	**530.00**	**0.00**	**530.00**	**09/30/2021**		**42363**
			LAWN FERTILIZER	INV01542210		530.00	0.00	530.00			
112776	**CHK**	**A**	**HAYNES MECHANICAL SYSTEMS**	**3359**	**1**	**9,918.50**	**0.00**	**9,918.50**	**09/30/2021**		**42363**
			10/21-12/21 MAINTENANCE SERVIC	SRVCE000099993		9,918.50	0.00	9,918.50			
112777	**CHK**	**A**	**JDS - HYDRO CONSULTANTS, INC.**	**2894**	**1**	**116.25**	**0.00**	**116.25**	**09/30/2021**		**42363**
			SUNNYWOOD PUMP STATION	10916-26		116.25	0.00	116.25			
112778	**CHK**	**A**	**KIMLEY-HORN AND ASSOCIATES,INC**	**5164**	**1**	**13,217.50**	**0.00**	**13,217.50**	**09/30/2021**		**42363**
			Hwy 67 Widening	096883003-0821		13,217.50	0.00	13,217.50			
112779	**CHK**	**A**	**LABCHEM INC**	**4244**	**1**	**336.93**	**0.00**	**336.93**	**09/30/2021**		**42363**
			LAB SUPPLIES - WWTP	1214160		336.93	0.00	336.93			
112780	**CHK**	**A**	**LAW FIRM OF SUZANNE M. ROGERS,**	**5054**	**1**	**1,467.80**	**0.00**	**1,467.80**	**09/30/2021**		**42363**
			08/2021 LEGAL SERVICES	08212021		1,467.80	0.00	1,467.80			
112781	**CHK**	**A**	**MIDWEST CARD AND ID SOLUTIONS**	**5112**	**1**	**3,540.00**	**0.00**	**3,540.00**	**09/30/2021**		**42363**
			SALAMANDER ITEMS - COVID GRANT	28993		3,540.00	0.00	3,540.00			
112782	**CHK**	**A**	**WALMART RESTITUTION RECOVERY**	**1**	**1**	**3,500.00**	**0.00**	**3,500.00**	**09/30/2021**		**42363**
			RESTITUTION - JADE DUPLANTIS	92821		3,500.00	0.00	3,500.00			
112783	**CHK**	**A**	**MUTUAL OF OMAHA INSURANCE COMP**	**5128**	**1**	**2,821.59**	**0.00**	**2,821.59**	**09/30/2021**		**42363**
			10/2021 COVERAGE	001256351387		2,821.59	0.00	2,821.59			
112784	**CHK**	**A**	**OWENS EQUIPMENT**	**5165**	**1**	**1,102.04**	**0.00**	**1,102.04**	**09/30/2021**		**42363**
			PARTS FOR REPAIR - #55	1306		1,102.04	0.00	1,102.04			
112785	**CHK**	**A**	**QUADIENT, INC**	**5209**	**1**	**105.00**	**0.00**	**105.00**	**09/30/2021**		**42363**
			10/21-01/22 SERVICE PACK	58743143		105.00	0.00	105.00			
112786	**CHK**	**A**	**RAMPART SUPPLY, INC.**	**528**	**1**	**225.62**	**0.00**	**225.62**	**09/30/2021**		**42363**
			PLUMBING SUPPLIES - B&G	2679532-00		225.62	0.00	225.62			
112787	**CHK**	**A**	**RED WING BUSINESS ADVANTAGE AC**	**4982**	**1**	**208.24**	**0.00**	**208.24**	**09/30/2021**		**42363**
			UNIFORM - WWTP	988-1-22912		208.24	0.00	208.24			
112788	**CHK**	**A**	**SCHMIDT CONSTRUCTION**	**559**	**1**	**567.84**	**0.00**	**567.84**	**09/30/2021**		**42363**
			ASPHALT - STREETS	2640715		567.84	0.00	567.84			
112789	**CHK**	**A**	**SGS ACCUTEST INC.**	**4859**	**1**	**208.00**	**0.00**	**208.00**	**09/30/2021**		**42363**
			08/2021 WATER QUALITY TEST	52160129678		208.00	0.00	208.00			
112790	**CHK**	**A**	**SNO-WHITE LINEN & UNIFORM, INC**	**581**	**2**	**225.08**	**0.00**	**225.08**	**09/30/2021**		**42363**

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			EVENT EXPENSE - UPCC	S94022		151.61	0.00	151.61			
			EVENT EXPENSE	S94615		73.47	0.00	73.47			
112791	**CHK**	**A**	**STANLEY CONVERGENT SECURITY SO**	**4042**	**2**	**752.48**	**0.00**	**752.48**	**09/30/2021**		**42363**
			09/2021 MAINTENANCE CHARGES	6001753542		376.24	0.00	376.24			
			10-2021 MAINTENANCE CHARGE	6001789313		376.24	0.00	376.24			
112792	**CHK**	**A**	**RED BARON CAR WASH**	**4191**	**2**	**183.00**	**0.00**	**183.00**	**09/30/2021**		**42363**
			08/2021 CHARGES	1914		183.00	0.00	168.00			
			08/2021 CHARGES	1914		183.00	0.00	15.00			
112793	**CHK**	**A**	**THE LOCK SHOP**	**2431**	**1**	**100.00**	**0.00**	**100.00**	**09/30/2021**		**42363**
			LABOR	001074		100.00	0.00	100.00			
112794	**CHK**	**A**	**TRAFFIC SAFETY STORE**	**5192**	**1**	**458.78**	**0.00**	**458.78**	**09/30/2021**		**42363**
			SAFETY VESTS	INV000827567		458.78	0.00	458.78			
112795	**CHK**	**A**	**UTE PASS CONCRETE-SAND&GRAVEL**	**655**	**1**	**57.20**	**0.00**	**57.20**	**09/30/2021**		**42363**
			RETAINER WALL	D67505		57.20	0.00	57.20			
112796	**CHK**	**A**	**WAGNER EQUIPMENT CO.**	**666**	**2**	**2,880.81**	**0.00**	**2,880.81**	**09/30/2021**		**42363**
			PARTS - STREETS	P39C0370791		849.14	0.00	849.14			
			REPAIR	S39W0782468		2,031.67	0.00	2,031.67			
112797	**CHK**	**A**	**WAXIE SANITARY SUPPLY**	**4189**	**1**	**1,013.30**	**0.00**	**1,013.30**	**09/30/2021**		**42363**
			CUSTODIAL SUPPLIES - B&G	80316872		1,013.30	0.00	1,013.30			
112798	**CHK**	**A**	**WESTWOOD LAKES WATER DISTRICT**	**679**	**1**	**0.72**	**0.00**	**0.72**	**09/30/2021**		**42363**
			08/21-09/21 WELLFIELD	09212021		0.72	0.00	0.72			
112799	**CHK**	**A**	**WOODLAND PUMP & SUPPLY CO INC.**	**699**	**4**	**16,070.00**	**0.00**	**16,070.00**	**09/30/2021**		**42363**
			MOTOR - WTP	10487		5,000.00	0.00	5,000.00			
			EQUIPMENT - WTP	10488		2,500.00	0.00	2,500.00			
			EQUIPMENT - WTP	10489		4,420.00	0.00	4,420.00			
			SHELF PUMP	10490		4,150.00	0.00	4,150.00			
REGISTER TOTALS Checks: 189 Voids: 0					277	679,595.61	0.00	679,595.61			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
18742	Lifeguard	1	166.32	12.73	153.59	9/10/2021
18743	Lifeguard	1	98.56	7.54	91.02	9/10/2021
18748	Lifeguard	1	172.48	13.19	159.29	9/10/2021
18749	Maintenance Worker I -	1	1113.12	191.02	922.1	9/10/2021
18750	Lifeguard	1	449.68	48.4	401.28	9/10/2021
18751	Lifeguard	1	215.6	20.5	195.1	9/10/2021
47681	Crew Chief - Field Ser	1	2561.84	936.78	1625.06	9/10/2021
47682	Corporal	1	2899.1	625.2	2273.9	9/10/2021
47683	Dispatcher II	1	1692.31	447.12	1245.19	9/10/2021
47684	Police Officer I	1	2143.19	547.18	1596.01	9/10/2021
47685	System Admin.	1	2559.69	815.27	1744.42	9/10/2021
47686	Dispatcher I	1	1499.2	392.67	1106.53	9/10/2021
47687	Maint. Worker III - Field Ser	1	1819.26	576.11	1243.15	9/10/2021
47688	MPO	1	2262.14	515.3	1746.84	9/10/2021
47689	Utility Billing Techni	1	1752.8	576.83	1175.97	9/10/2021
47690	Planning and Building	1	2041.2	588.34	1452.86	9/10/2021
47691	Victims Advocate	1	925.1	190.89	734.21	9/10/2021
47692	Water Fitness Instruct	1	284.2	21.74	262.46	9/10/2021
47693	WWTO	1	1649	390.47	1258.53	9/10/2021
47694	WTO	1	1832.4	1143.52	688.88	9/10/2021
47695	Police Officer I	1	2541.13	511.84	2029.29	9/10/2021
47696	Lifeguard	1	394.24	65.38	328.86	9/10/2021
47697	MUNICIPAL COURT CLERK	1	715.5	140.71	574.79	9/10/2021
47698	Maint. Worker I I- Str	1	1511.2	405.85	1105.35	9/10/2021
47699	Corporal	1	2444.3	876.02	1568.28	9/10/2021
47700	Corporal	1	2685.46	863.92	1821.54	9/10/2021
47701	Dispatcher I	1	1649	445.07	1203.93	9/10/2021
47702	Lifeguard	1	397.32	42.4	354.92	9/10/2021
47703	Police Officer I	1	2087.97	442.97	1645	9/10/2021
47704	Lifeguard	1	166.32	13.72	152.6	9/10/2021
47705	Accounting Manager	1	2663.95	890.52	1773.43	9/10/2021
47706	Event Center Coordinat	1	1764.48	542.13	1222.35	9/10/2021
47707	Detective/MPO	1	2877.23	597.61	2279.62	9/10/2021
47708	Assistant to the City	1	2736.73	876.01	1860.72	9/10/2021
47709	Assistant to the City	1	1995.27	664.68	1330.59	9/10/2021
47710	Lifeguard	1	252.56	23.32	229.24	9/10/2021
47711	Police Officer I	1	2143.38	482.63	1660.75	9/10/2021
47712	Sports Coordinator	1	1687.2	406.19	1281.01	9/10/2021
47713	IT Intern	1	610.88	81.9	528.98	9/10/2021
47714	Lead Lifeguard	1	467.42	49.76	417.66	9/10/2021
47715	Maintenance Worker I -	1	1276.25	366.5	909.75	9/10/2021
47716	Interim Chief of Polic	1	5221.15	1162.73	4058.42	9/10/2021
47718	Commander	1	3248.86	1302.87	1945.99	9/10/2021
47719	Finance Admin. Asst./C	1	1580	517.02	1062.98	9/10/2021
47720	Sergeant	1	3493.26	1243.41	2249.85	9/10/2021
47721	Dispatch II	1	1829.56	391.57	1437.99	9/10/2021
47722	HR Generalist	1	2419.38	968.93	1450.45	9/10/2021

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
47723	Communication and Mark	1	1870.98	471.24	1399.74	9/10/2021
47724	Police Officer I	1	2249.82	396.38	1853.44	9/10/2021
47725	Pool Attendant	1	243.32	22.62	220.7	9/10/2021
47726	Parks and Rec Director	1	3577.32	1346.65	2230.67	9/10/2021
47727	Lifeguard	1	308.83	46.31	262.52	9/10/2021
47752	Police Officer I	1	2572.18	638.78	1933.4	9/10/2021
47764	Dispatch Supervisor	1	2262.14	868.84	1393.3	9/10/2021
47778	Crew Chief - Field Ser	1	2561.84	938.37	1623.47	9/10/2021
47779	Corporal	1	2746.5	603.06	2143.44	9/10/2021
47780	Dispatcher II	1	1692.31	447.12	1245.19	9/10/2021
47781	Police Officer I	1	2143.19	547.18	1596.01	9/10/2021
47782	System Admin.	1	2384.69	755.39	1629.3	9/10/2021
47783	Dispatcher I	1	1555.42	405.72	1149.7	9/10/2021
47784	Maint. Worker III - Field Ser	1	1819.26	576.13	1243.13	9/10/2021
47785	MPO	1	2262.14	515.3	1746.84	9/10/2021
47786	Utility Billing Techni	1	1752.8	576.84	1175.96	9/10/2021
47787	Planning and Building	1	2031.8	586.67	1445.13	9/10/2021
47788	Victims Advocate	1	925.1	190.91	734.19	9/10/2021
47789	Water Fitness Instruct	1	253.75	19.41	234.34	9/10/2021
47790	WWTO	1	1649	390.47	1258.53	9/10/2021
47791	WTO	1	1832.4	1143.52	688.88	9/10/2021
47792	Police Officer I	1	2701.49	517.57	2183.92	9/10/2021
47793	Lifeguard	1	320.32	49.35	270.97	9/10/2021
47794	MUNICIPAL COURT CLERK	1	1205.75	259.06	946.69	9/10/2021
47795	Maint. Worker I I- Str	1	1511.2	405.86	1105.34	9/10/2021
47796	Corporal	1	2624.42	920.93	1703.49	9/10/2021
47797	Corporal	1	2792.28	919.33	1872.95	9/10/2021
47798	Dispatcher I	1	1752.05	461.26	1290.79	9/10/2021
47799	Lifeguard	1	255.64	19.55	236.09	9/10/2021
47800	Police Officer I	1	2764.25	598.64	2165.61	9/10/2021
47801	Lifeguard	1	169.4	13.96	155.44	9/10/2021
47802	Accounting Manager	1	2663.95	890.52	1773.43	9/10/2021
47803	Event Center Coordinat	1	1764.48	542.14	1222.34	9/10/2021
47804	Detective/MPO	1	2749.97	583.04	2166.93	9/10/2021
47805	Assistant to the City	1	2561.73	833.63	1728.1	9/10/2021
47806	Assistant to the City	1	1995.27	664.67	1330.6	9/10/2021
47807	Lifeguard	1	400.4	41.63	358.77	9/10/2021
47808	Police Officer I	1	2143.38	482.64	1660.74	9/10/2021
47809	Sports Coordinator	1	1824.29	445.15	1379.14	9/10/2021
47810	IT Intern	1	458.16	49.06	409.1	9/10/2021
47811	Lead Lifeguard	1	761.25	114.1	647.15	9/10/2021
47812	Maintenance Worker I -	1	1276.25	366.5	909.75	9/10/2021
47813	Interim Chief of Polic	1	5221.15	1162.72	4058.43	9/10/2021
47815	Commander	1	3248.86	1302.87	1945.99	9/10/2021
47816	Finance Admin. Asst./C	1	1580	517.02	1062.98	9/10/2021
47817	Sergeant	1	4301.06	1481.76	2819.3	9/10/2021
47818	Dispatch II	1	1872.1	393.56	1478.54	9/10/2021

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
47819	HR Generalist	1	2419.38	968.91	1450.47	9/10/2021
47820	Communication and Mark	1	1870.98	471.24	1399.74	9/10/2021
47821	Police Officer I	1	2357.23	415.83	1941.4	9/10/2021
47822	Pool Attendant	1	223.97	20.12	203.85	9/10/2021
47823	Parks and Rec Director	1	3577.32	1346.64	2230.68	9/10/2021
47824	Lifeguard	1	46.2	3.53	42.67	9/10/2021
47825	Lifeguard	1	506.06	90.12	415.94	9/10/2021
47848	Police Officer I	1	2808.5	651.05	2157.45	9/10/2021
47859	Dispatch Supervisor	1	2262.14	868.85	1393.29	9/10/2021
18744	Lifeguard	1	215.6	19.5	196.1	9/24/2021
18745	Pool Attendant	1	341.88	35.16	306.72	9/24/2021
18746	MWI PBG	1	1236.8	277.89	958.91	9/24/2021
18747	Lifeguard	1	40.04	3.06	36.98	9/24/2021
18752	Lifeguard	1	357.28	36.33	320.95	9/24/2021
18753	Pool Attendant	1	298.76	29.85	268.91	9/24/2021
18754	MWI PBG	1	1236.8	277.87	958.93	9/24/2021
18755	Maintenance II - Stree	1	1349.28	309.92	1039.36	9/24/2021
47717	PD Admin Assist/Teen C	1	2038.62	592.48	1446.14	9/24/2021
47728	WFI/WSI	1	50.75	3.88	46.87	9/24/2021
47729	City Manager	1	5153.85	1624.35	3529.5	9/24/2021
47730	City Clerk/Deputy City	1	3935.29	2195.36	1739.93	9/24/2021
47731	Zoning/Code Enforcemen	1	2844.89	655.27	2189.62	9/24/2021
47732	Finance Technician	1	1547.21	471.24	1075.97	9/24/2021
47733	Commander	1	3248.86	820.83	2428.03	9/24/2021
47734	Dispatcher II	1	1839.5	515.82	1323.68	9/24/2021
47735	Crew Chief - Fleet	1	2846.5	1216.4	1630.1	9/24/2021
47736	Police Officer	1	2404.4	525.85	1878.55	9/24/2021
47737	Presiding Municipal Co	1	211.76	16.2	195.56	9/24/2021
47738	PW Admin Assistant	1	1547.17	523.65	1023.52	9/24/2021
47739	Sergeant	1	3419.06	965.53	2453.53	9/24/2021
47740	Maintenance Worker I P	1	1410.73	325.72	1085.01	9/24/2021
47741	P&R Sports Site Supv	1	127.4	9.75	117.65	9/24/2021
47742	UPCC-ASSISTANT	1	387.36	73.64	313.72	9/24/2021
47743	MW II - Streets	1	1822.47	287.38	1535.09	9/24/2021
47744	Admin Assistant P&R	1	1363.2	369.03	994.17	9/24/2021
47745	WWTO	1	7642.08	2826.88	4815.2	9/24/2021
47746	Lead Lifeguard	1	435	74.58	360.42	9/24/2021
47747	City Planner	1	2907.8	817.66	2090.14	9/24/2021
47748	Construction Inspector	1	2340.49	677.85	1662.64	9/24/2021
47749	Police Officer I	1	2917.57	852.28	2065.29	9/24/2021
47750	PLANNG/BUILDING DEPT D	1	3832.1	1355.96	2476.14	9/24/2021
47751	Dispatcher I	1	1674.2	435.06	1239.14	9/24/2021
47753	Maint. Worker II - Str	1	1992.8	593.08	1399.72	9/24/2021
47754	Police Officer II	1	2874.66	1125.67	1748.99	9/24/2021
47755	Utilities Technician	1	2059.77	990.38	1069.39	9/24/2021
47756	Permit Technician	1	850.8	253.25	597.55	9/24/2021
47757	WWTO	1	2262.14	788.39	1473.75	9/24/2021

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
47758	Lifeguard	1	656.04	100.06	555.98	9/24/2021
47759	Maintenance Worker II	1	1499.2	352.97	1146.23	9/24/2021
47760	WWTP Chief Operator	1	3259.73	1324.79	1934.94	9/24/2021
47761	Fleet Mechanic II	1	1996	566.48	1429.52	9/24/2021
47762	Lifeguard	1	218.68	19.73	198.95	9/24/2021
47763	PR Sports Site Supervi	1	300.22	22.98	277.24	9/24/2021
47765	Police Officer I	1	2413.47	782.58	1630.89	9/24/2021
47766	Maint. Worker III - St	1	2537.87	862.42	1675.45	9/24/2021
47767	Crew Chief - PBG	1	2437.14	543.34	1893.8	9/24/2021
47768	Finance Director	1	8692.31	2715.8	5976.51	9/24/2021
47769	Victims Advocate Coord	1	2692.5	963.49	1729.01	9/24/2021
47770	Maint. Worker I - PBG	1	1451.25	254.57	1196.68	9/24/2021
47771	Aquatic Manager	1	2115.38	643.71	1471.67	9/24/2021
47772	WTP CHIEF OPERATOR	1	3607.52	2087.16	1520.36	9/24/2021
47773	Assistant Aquatic Mana	1	1856.8	577.01	1279.79	9/24/2021
47774	Utilities Director/Dep	1	4588.15	1987.72	2600.43	9/24/2021
47775	Lifeguard	1	55.44	4.25	51.19	9/24/2021
47776	Front Desk Representat	1	81.32	6.22	75.1	9/24/2021
47777	Maint. Worker III- PBG	1	1649	434.7	1214.3	9/24/2021
47814	PD Admin Assist/Teen C	1	1896.36	557.51	1338.85	9/24/2021
47826	WFI/WSI	1	25.38	1.95	23.43	9/24/2021
47827	City Manager	1	5153.85	1624.33	3529.52	9/24/2021
47828	City Clerk/Deputy City	1	3935.29	2195.36	1739.93	9/24/2021
47829	Zoning/Code Enforcemen	1	3707.05	909.54	2797.51	9/24/2021
47830	Finance Technician	1	1547.2	471.24	1075.96	9/24/2021
47831	Commander	1	3248.86	820.83	2428.03	9/24/2021
47832	Dispatcher II	1	2010.62	549.59	1461.03	9/24/2021
47833	Crew Chief - Fleet	1	2671.5	1168.3	1503.2	9/24/2021
47834	Police Officer	1	2277.15	497.67	1779.48	9/24/2021
47835	PW Admin Assistant	1	1547.17	523.65	1023.52	9/24/2021
47836	Sergeant	1	2839.46	861.57	1977.89	9/24/2021
47837	Maintenance Worker I P	1	1236.8	287.03	949.77	9/24/2021
47838	P&R Sports Site Supv	1	364	27.84	336.16	9/24/2021
47839	UPCC-ASSISTANT	1	387.36	73.62	313.74	9/24/2021
47840	MW II - Streets	1	1555.42	253.95	1301.47	9/24/2021
47841	Admin Assistant P&R	1	1465.44	393.13	1072.31	9/24/2021
47842	Lead Lifeguard	1	569.13	104.96	464.17	9/24/2021
47843	City Planner	1	2907.8	817.65	2090.15	9/24/2021
47844	Construction Inspector	1	2340.49	677.85	1662.64	9/24/2021
47845	Police Officer I	1	2219.37	709.73	1509.64	9/24/2021
47846	PLANNG/BUILDING DEPT D	1	3832.1	1356.54	2475.56	9/24/2021
47847	Dispatcher I	1	1499.2	392.67	1106.53	9/24/2021
47849	Maint. Worker II - Str	1	1992.8	593.08	1399.72	9/24/2021
47850	Police Officer II	1	3002.73	1147.89	1854.84	9/24/2021
47851	Utilities Technician	1	2059.77	990.37	1069.4	9/24/2021
47852	WWTO	1	2304.56	799.66	1504.9	9/24/2021
47853	Lifeguard	1	643.72	96.88	546.84	9/24/2021

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
47854	Maintenance Worker II	1	1499.2	352.98	1146.22	9/24/2021
47855	WWTP Chief Operator	1	3536.4	1403.49	2132.91	9/24/2021
47856	Fleet Mechanic II	1	1996	566.47	1429.53	9/24/2021
47857	Lifeguard	1	101.64	7.78	93.86	9/24/2021
47858	PR Sports Site Supervi	1	297.12	22.72	274.4	9/24/2021
47860	Police Officer I	1	2475.92	810.13	1665.79	9/24/2021
47861	Maint. Worker III - St	1	2262.14	764.11	1498.03	9/24/2021
47862	Crew Chief - PBG	1	2262.14	500.95	1761.19	9/24/2021
47863	Finance Director	1	3692.31	1071.47	2620.84	9/24/2021
47864	Victims Advocate Coord	1	2919.13	1040.68	1878.45	9/24/2021
47865	Maint. Worker I - PBG	1	1571.33	286.51	1284.82	9/24/2021
47866	Aquatic Manager	1	2115.38	643.72	1471.66	9/24/2021
47867	WTP CHIEF OPERATOR	1	3607.52	2087.16	1520.36	9/24/2021
47868	Assistant Aquatic Mana	1	1513.14	494.48	1018.66	9/24/2021
47869	Utilities Director/Dep	1	4588.15	1987.72	2600.43	9/24/2021
47870	Lifeguard	1	98.56	7.54	91.02	9/24/2021
47871	Lifeguard	1	175.56	14.44	161.12	9/24/2021
47872	Front Desk Representat	1	478.86	45.59	433.27	9/24/2021
47873	Maint. Worker III- PBG	1	1999.37	544.2	1455.17	9/24/2021
	REGISTER TOTALS	207	396,286.20	121,575.69	274,710.51	

City of Woodland Park
Staff Report for City Council

Meeting Date: November 4, 2021

Agenda Item	Department	Presenter
Interoffice Memorandum	Finance	Aaron Vassalotti Finance Director

ITEM:

Monthly Report of Mayor and Council Expenses

The following is a recap of the Council and Mayor Expense line items for September 2021.

September 2021

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Miscellaneous expenses	$17,950	$0.00	$3,553.02	$14,396.98	19.79%
Training/Travel	$2,400	$20.00	$20.00	$2,380.00	0.83%
Supplies	$150	$16.24	$119.75	$30.25	79.83%
Meetings/Mileage/Meals	$1,500	$0.00	$40.00	$1,460.00	2.67%
Special Projects	$500	$0.00	$0.00	$500.00	0.00%
Total	$22,500	$36.24	$3,732.77	$18,767.23	16.59%

September 2021 Expenditures:

Teller County Awards Banquet	$	20.00
UPS	$	16.24
	$	36.24

City Council Staff Report
November 4, 2021

Planning and Building

AGE
NDA

ITEM 7.A.

Approve Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with 50% local match ($524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail. (Presenter, Planning Director Sally Riley) ***Tabled from the October 21, 2021 City Council Meeting***

BACKGROUND

Staff met with CDOT representatives on October 26, 2021 to discuss the City's options in light of the June 1, 2023 deadline for completion of the project.

CDOT recommended that the City move forward with executing the IGA to allow for the State MMOF funds to be appropriated and for the City to advertise for an Engineering and Design consultant. CDOT confirmed that the project maybe phased into two parts and reimbursed accordingly:

Phase 1: Survey, Design and Clearances (i.e., utilities and environmental)

Phase 2: Bid and Construction

CDOT also suggested that if construction is not feasible before the deadline then other funding may be available to complete the project in the future.

Lastly, CM Neal was able to review the IGA and noted the need for a minor edit. Contained in the body of the text is Robyn Brown's name and email which needs to be replaced with Kip Wiley. Staff has asked CODT to make this edit and we hope to have the corrected IGA by Nov. 4th.

STAFF RECOMMENDATION

MOVE to approve Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with 50% local match ($524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail.

State $LAWRK
PROJECT: MTF M381-021 (24100) WOODLAND PARK PEDESTRIAN IMPROVEMENTS MMO

REGION: 2
vjm

CONTRACT

THIS CONTRACT made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF WOODLAND PARK hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: 3301, GL Acct: 4511000010, WBS Element: N/A or Cost Center: 400, (Contract Encumbrance Amount: $0.00.)
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the State (or Local Agency) highway system.
4. Local Agency anticipates a project for design and construction of pedestrian improvements and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written "Notice to Proceed" prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project MTF M381-021 (24100), WOODLAND PARK PEDESTRIAN IMPROVEMENTS MMO, referred to as the "Project" or the "Work." Such Work will be performed in Woodland Park, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 50% of the funding for the work. Local Agency will provide the other 50%. State funds may be awarded pursuant to Multimodal Transportation Options Funding ("MMOF"). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date. Currently, the expiration date of the MMOF funding is June 30, 2023. If the MMOF funds are extended the State will notify the Local Agency of the new expiration date.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain State funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as may be evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**, (if applicable).
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work
The Project or the Work under this contract shall consist of design and construction of pedestrian improvements, in Woodland Park, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 27** of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution, if applicable)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on April 06, 2031, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as may be evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.

B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
   1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
   2. Necessary for the accomplishment of the Work;
   3. Reasonable in the amount for the goods and services provided;
   4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
   5. Incurred for Work performed after the effective date of this contract;
   6. Satisfactorily documented.

C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
   1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
   2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. If the project is funded by MMOF, then billing for all work must be submitted 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.

F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
   1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
   2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
   3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
   4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on Exhibit C, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to begin a phase and/or increase or decrease the encumbrance amount.
   The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.
   The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-**

1 (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

C. Option to do both Options A and B.
The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments
The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

A. Design [if applicable]
   1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the responsible party shall comply with the following requirements, as applicable:
      a. perform or provide the Plans, to the extent required by the nature of the Work.
      b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
      c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
      d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
      e. stamp the Plans produced by a Colorado Registered Professional Engineer.
      f. provide final assembly of Plans and contract documents.
      g. be responsible for the Plans being accurate and complete.
      h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
   2. If the Local Agency is the responsible party:
      a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
      b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
      c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:
         (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
         (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.

(3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
(4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).
(5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
(6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
(a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
(b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
(c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
(d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.

B. Construction [if applicable]
1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
3. If the Local Agency is the responsible party:
a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
(1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
(2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.
c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

(1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the Stat in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
(2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
(3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
(4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.

C. State's obligations
1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
B. Obtaining the railroad's detailed estimate of the cost of the Work.
C. Establishing future maintenance responsibilities for the proposed installation.

D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations
The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations
The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping
The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions
This contract may be terminated as follows:
A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.
C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority
The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice
Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State	**If to the Local Agency**
CDOT Region: 2	City of Woodland Park
Felipe (Junior) Rodriguez	Robyn Brown, PE
Project Manager	City Engineer/Deputy Public Works Director
5615 Wills Boulevard	PO BOX 9007
Pueblo, CO 81008	Woodland Park, CO 80866
719-251-6980	719-687-5280
felipe.rodriguez@state.co.us	rbrown@city-woodlandpark.org

Section 17. Successors
Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries
It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity
Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability
To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver
The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding
This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless

embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms
Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment
This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes
Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. Statewide Contract Management System
If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.
Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.
Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 27. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at

law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 28. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

THE LOCAL AGENCY CITY OF WOODLAND PARK	STATE OF COLORADO Jared S. Polis Department of Transportation
Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	By_____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____
2nd Local Agency Signature if needed Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General By_____ Signature – Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT A
SCOPE OF WORK

Woodland Park Ped Improvements
MTF M381-021 (24100) - MMOF

1. **General Description**
   The project scope includes 4,284 linear feet of sidewalk repair or new; 34 new or replacement of ADA non-compliant pedestrian ramps; and 0.8 mile asphalt overlay for the Centennial Trail adjacent to SH 67 from Triple B Ranch Road to the Pike National Forest boundary.

2. **Definitions** – N/A

3. **Personnel**

   3.1. Responsible Administrator.
   The Local Agency's performance hereunder shall be under the direct supervision of the Project Manager identified in §16 of the Agreement.

   Project Manager: Kip Wiley

   Email: kwiley@city-woodlandpark.org

   phone #: (719) 687-5212

   3.2. Replacement
   The Local Agency shall immediately notify the State if any key personnel cease to serve and seek its approval. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct the Local Agency to suspend performance on the Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Agreement.

4. **Administrative Requirements**
   At all times from the effective date of this Agreement until completion of the Work, the Local Agency shall maintain properly segregated books of State Agreement funds, matching funds, and other funds associated with the Work. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.

5. **Monitoring**
   The State shall monitor this Work on an as-needed basis. The State may choose to audit the business activities performed under this Agreement. The Local Agency shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files and/or communications which pertain in any manner to the operation of activities undertaken pursuant to an executed Agreement. Such books and records shall contain documentation of the participant's pertinent activity under this Agreement in a form consistent with good accounting practice.

The project is funded with Multi-Modal Options Funding (MMOF). MMOF funding expenditures must be invoiced by June 1st of the year they expire.

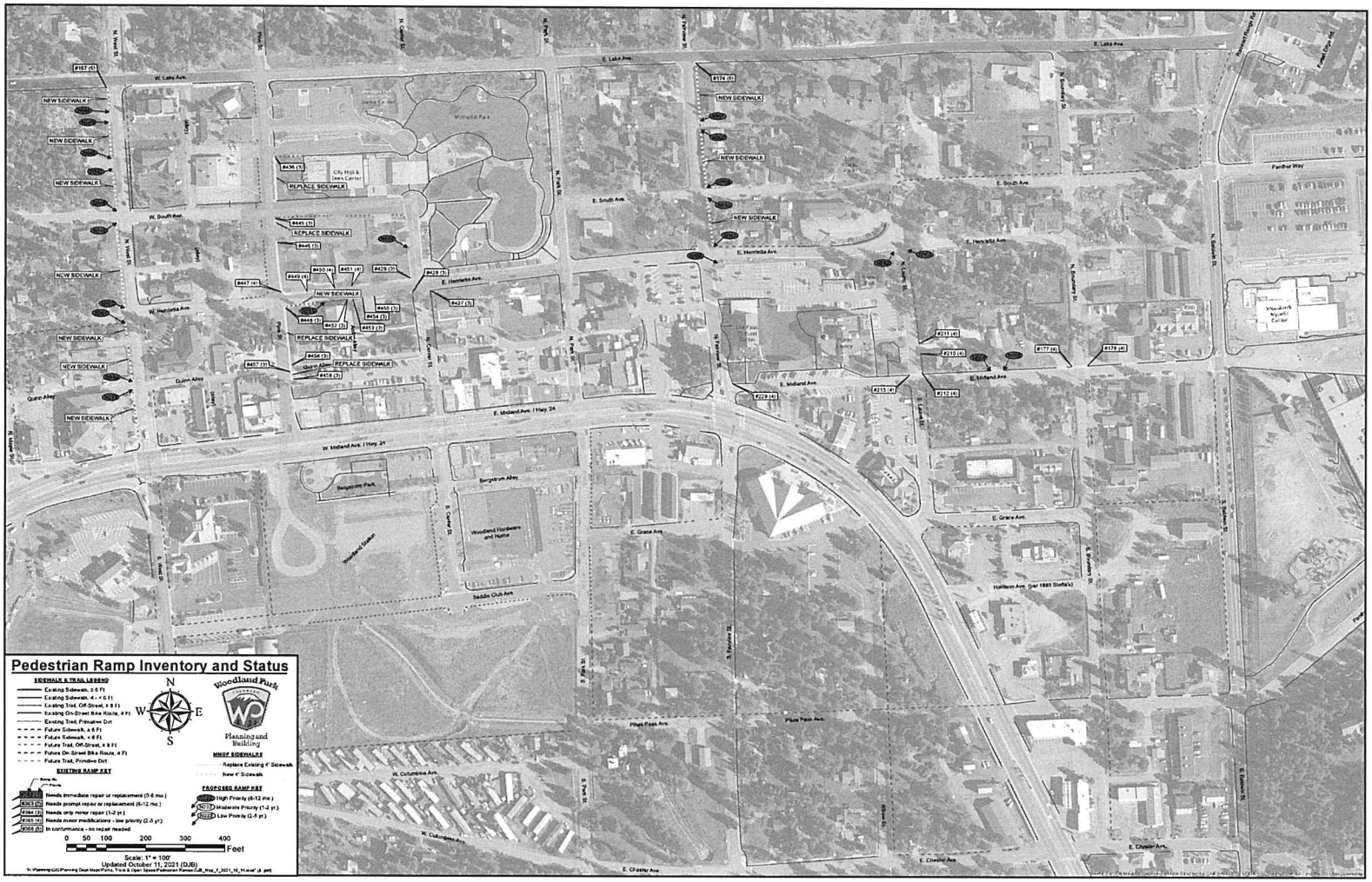
Pedestrian Ramp Inventory and Status
SIDEWALK & TRAIL LEGEND
Existing Sidewalk, ≥ 6 Ft
Existing Sidewalk, 4 - < 6 Ft
Existing Trail, Off-Street, ≥ 8 Ft
Existing On-Street Bike Route, 4 Ft
Existing Trail, Primitive Dirt
Future Sidewalk, ≥ 6 Ft
Future Sidewalk, < 6 Ft
Future Trail, Off-Street, ≥ 8 Ft
Future On- Street Bike Route, 4 Ft
Future Trail, Primitive Dirt
EXISTING RAMP KEY
Ramp No.
Points
#157 (5) Needs immediate repair or replacement (0-6 mo.)
#345 (3) Needs prompt repair or replacement (6-12 mo.)
#394 (2) Needs only minor repair (1-2 yr.)
#165 (4) Needs minor modifications - low priority (2-5 yr.)
#168 (6) In conformance - no repair needed
PROPOSED RAMP KEY
NC-1 High Priority (6-12 mo.)
NC-2 Moderate Priority (1-2 yr.)
NC-3 Low Priority (2-5 yr.)
SIDEWALK KEY
Replace Existing 4' Sidewalk
New 4' Sidewalk
0 50 100 200 300 400
Feet
Scale: 1" = 100'
Updated October 11, 2021 (DJB)
Woodland Park
Planning and Building
NEW SIDEWALK
REPLACE SIDEWALK
E. Lake Ave.
W. Lake Ave.
E. South Ave.
W. South Ave.
E. Henrietta Ave.
W. Henrietta Ave.
E. Midland Ave. / Hwy. 24
W. Midland Ave. / Hwy. 24
E. Grace Ave.
E. Chester Ave.
W. Columbine Ave.
W. Duckspoke Ave.
Pikes Peak Ave.
Quinn Alley
Bergstrom Park
Woodland Hardware and Home
Saddle Club Ave.
Panther Way
Harrison Ave. (par 1889 Stella's)
Woodland Aquatic Center
City Hall & Teen Center
Memorial Park
N. Park St.
N. Cedar St.
N. Lake St.
N. Baldwin St.
S. Park St.
S. Cedar St.
S. Baldwin St.
S. Fairview St.
S. Lake St.
S. Walnut St.
N. Walnut St.
N. Fairview St.
N. Evergreen St.
S. Evergreen St.
S. Gilbert St.
S. Rainbow Dr.

EXHIBIT B

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT C – FUNDING PROVISIONS

MTF M381-021 (24100) - MMOF

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $1,048,614.00, which is to be funded as follows:

1. BUDGETED FUNDS	
a. State Funds (50.00% of MMOF Participating Costs)	$524,307.00
b. Local Agency Matching Funds (50.00% of Participating Costs)	$524,307.00
TOTAL BUDGETED FUNDS	$1,048,614.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY	
a. State Funds Budgeted	$524,307.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	$524,307.00
3. FOR CDOT ENCUMBRANCE PURPOSES	
a. Total Encumbrance Amount (Only CDOT Funds are encumbered)	$524,307.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
Net to be encumbered as follows:	$524,307.00

NOTE: No funds are currently available. Funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

WBS Element 24100.10.30	**Performance Period Start*/End Date** N/A / N/A	Design	3020	$0.00
WBS Element 24100.20.10	**Performance Period Start*/End Date** N/A / N/A	Const	3301	$0.00

***The Local Agency should not begin work until both of the following are in place: 1) The execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.**

B. Matching Funds

The matching ratio for this Work is 50.00% State funds to 50.00% Local Agency funds, it being understood that such ratio applies only to the $1,048,614.00 of total budgeted funds, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds $1,048,614.00, and additional State funds are made available for the Work, the Local Agency shall pay 50.00% of all such costs eligible for State participation and 100% of all non-participating costs; if additional State funds are not made available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $1,048,614.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $524,307.00 (for CDOT accounting purposes, the State funds of $524,307.00 will be encumbered, but the Local Agency matching funds of $524,307.00 will NOT be encumbered), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. The total budget of this project is $1,048,614.00. It is understood and agreed by the parties hereto that the total cost of the Work stated herein before is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the State funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 6 of this contract.

Exhibit D

OPTION LETTER

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing # Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts (*a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)* is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for **Exhibit C** shall be labeled as follows: **C-2**, **C-3**, **C-4**, etc.*).

Option B (*Insert the following language for use with Option B*):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2**, **C-3**, **C-4**, etc.*).

Option C (*Insert the following language for use with Option C):*
In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here),* the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for* ***Exhibit C*** *shall be labeled as follows:* ***C-2, C-3, C- 4,*** *etc.*).

(The following language must be included on ALL options):
The total encumbrance as a result of this option and all previous options and/or amendments is now (*insert total encumbrance amount*), as referenced in **Exhibit** (***C-1, C-2,*** *etc., as appropriate*). The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (*indicate total budgeted funds*) as referenced in **Exhibit** (***C-1, C-2,*** *etc., as appropriate*) of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:
Jared S. Polis, Governor

By:_____ Date:_____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller Robert Jaros, CPA, MBA, JD

By:_____ Date:_____

STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: November 4, 2021

SUBJECT: Approve application for a Hotel Restaurant Liquor License for Thai Good Eats, located at 104-102 East Midland Avenue, Woodland Park, CO 80863. ***(QJ)***
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

BACKGROUND: CITY OF WOODLAND PARK
Liquor License Summary

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

==========

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

Applicant: Thai Good Eats, 104-102 East Midland Avenue, Woodland Park, CO.

Application details:

- Applicant is Thai Good Eats
- LLC has current sales tax license and FEIN number.
- Applicant submitted a petition signed by 69 local residents and/or business owners stating that this business is desirable and necessary and meets the requirements of the neighborhood.
- The location is eligible to be licensed.
- Proof of possession of the premises has been received.

Factual Findings:

- The application was submitted on September 30, 2021.
- Public Notice was published On October 22, 2021 on the City's website.
- Character of the applicant is not an issue for this hearing.

- All applicable fees have been paid.

RECOMMENDATION: Following Public Hearing, approve application from Thai Good Eats, located at 104 - 102 East Midland Avenueand Avenue, Woodland Park, CO.

ATTACHMENTS: None