



City of Woodland Park

City Council

(Revised May 18, 2022)

May 19, 2022 at 7:00 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Approval of appointments to the Historical Preservation Committee and the Parks and Recreation Advisory Board. **(A)**
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the 2022 Chipseal, Fogseal, and Crackseal Contract between the City of Woodland Park and A1 Chipseal for \$397,269.93. **(A)**
 - B. Approval of the May 5, 2022 Regular City Council Meeting minutes. **(A)**
(Presenter Deputy City Manager/City Clerk)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**
(Public Comment may be heard)
8. **ORDINANCES ON INITIAL POSTING**
(Public comment may be heard)
 - A. Approve Ordinance No. 1422, Series 2022 on initial posting, a request by Skip Howes (Applicant) and the Tamarac Land Company (Property Owner) for a Conditional Use Permit (CUP) pursuant to §18.09.090.G.1. Contractors & Construction Services use on 4.22 acres in a portion of the W1/2 of the SW1/4 of Section 12, Township 12 South, Range 69 West of the 6th Principal Meridian, lying SW of "Tamarac Tech Park Filing No. 2" and lying NW of "Tamarac Tech Park Filing No. 1" with an address of 1010 Research Drive in the Service Commercial (SC) zone, and set the public hearing for June 2, 2022. **(QJ)**
(Presenter Planning Director Karen Schminke)
9. **PUBLIC HEARINGS**
(Public comment may be heard)

- A. Approval of a transfer of a Hotel and Restaurant Liquor License for Red Diamond Gastro Truck dba Red Diamond Gastro Pub located at 121 West Midland Avenue, Woodland Park. **(QJ)**
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

10. NEW BUSINESS

(Public comment may be heard)

- A. Approval of Resolution no. 891, Series 2022 - A Resolution Declaring a Local Disaster **(A)**
(Presenter City Manager Michael Lawson)

11. REPORTS

(Public comment not necessary)

- A. Mayor's Report
- B. Council Reports
- C. City Attorney's Report
- D. City Manager's Report
 - 1. March 2022 Sales Tax Update **(A)**
(Presenter Finance Director Aaron Vassalotti)

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 LaBarre and City Council

FROM:

DATE: May 19, 2022

SUBJECT: Approval of appointments to the Historical Preservation Committee and the Parks and Recreation Advisory Board. **(A)**
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

BACKGROUND: There is currently an opening for the Historical Preservation Committee. This vacant term expires on January 1, 2024. This open position can be for a person that resides either inside the city limits or outside the city limits. The City Clerk's Office has received an application from Eric Simonson.

There is currently an opening for the Parks and Recreation Advisory Board. This vacant term expires in April of 2024. An application was received from incumbent Susan Janicki.

Both applicants have been invited to attend the May 19, 2022 Council Meeting.

RECOMMENDATION: Approve applicants for the Historical Preservation Committee and for the Parks and Recreation Advisory Committee.

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Kip Wiley, Deputy City Manager/Director of Operations

DATE: May 19, 2022

SUBJECT: Approval of the 2022 Chipseal, Fogseal, and Crackseal Contract between the City of Woodland Park and A1 Chipseal for \$397,269.93. **(A)**

BACKGROUND: The City staff are working hard to provide safe, reliable, and functional roadways to the Citizens of Woodland Park. To continue to work toward a City Wide network pavement quality index of 70, the 10 year plan for recommended treatments on segments of roadway (detailed in the 2019 City of Woodland Park Pavement Management Plan) is the guide staff uses to identify projects requiring annual maintenance treatments to meet this goal.

Since no chip seal work has been performed since 2019 due to the pandemic and staffing shortages, the City solicited bids for Chip seal, Fog seal, and Crack seal treatments for 2020-2022.

The solicitation resulted in a single responsive bidder, A1 chipseal, for \$361,154.48.

The attached Bid Tabs show the unit cost for these treatments for all three years.

The Proposed Contract includes

- *Crack Seal* – complete the “Green” Crack seal sections of 2020, 2021, and 2022.
- *Chip Seal (1/4” aggregate and fog coat)* – single layer chip seal to cover the “Pink” sections of roadway in 2020, 2021, and 2022
- *Double Chip and Fog Seal (1/4” aggregate over 3/8” aggregate and fog coat)* – double layer chip seal to cover “Blue” roadways in 2020, 2021, and 2022.

This contract includes crack seal treatments. Crack sealing is typically done in house twice a year. The first part of the year is in the spring ahead of chip seal projects, and is done in conjunction with asphalt patching and pothole repair to ensure road surface is prepared to take chip seal treatment. The second time is in the fall before winter, which is preventative maintenance to ensure moisture from winter storms does not compromise road surfaces.

In order to meet the scheduling requirements necessary for the weather window to chip seal in 2022, our crew members must perform:

- Street patch repair (ahead of the chip seal projects)
- Pothole repair
- Drainage maintenance of over 117 miles of gutter, drainage ditch, and culverts. As well as maintaining over 60 detention facilities within the City.

The City's street resources will be completely utilized on these projects and will be unable to realistically complete the spring crack seal required to adhere to the pavement management plan. 2022 is an exception year to the norm, where there is a substantial amount of work that must be completed to protect the existing roads and set the program up for success (and less expense) in future years.

After each treatment is performed, work maps will be updated with the completed treatments each year. Attached are the maps showing the ten-year plan for treatments for your review.

RECOMMENDATION: Approve proposal for the amount of \$397,269.93, which includes a 10% contingency to be managed by staff, authorizing the Mayor and City Clerk to execute the Contract with A-One Chipseal for all items outlined in the proposal.

ATTACHMENTS: 1. 2 - A1 2022 Chipseal - Construction Contract

NOTICE OF INTENT TO AWARD

May 10, 2022

PROPOSAL BY

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC
2505 E 74th Ave
Denver, CO 80229

RE: Chip Seal 2022 Operations
Project No. 22.ST.003

Dear Jaime Walton:

The City of Woodland Park, Colorado has considered the Proposals submitted for the above-referenced project in response to its virtual request for proposals through the City Procurement portal.

You are hereby notified that your Proposal has been accepted, for items and prices stated in the attached Bid Tabs, in the amount of \$361,154.48. The City intends to award the contract to you based on the following conditions:

- City Attorney approval of Services Contract by May 12th, 2022; and
- Approval and execution of contract by City Council on May 19th, 2022.

Please return an acknowledged copy of this Notice of Intent to Award and signed contract to the undersigned City Engineer.

CITY OF WOODLAND PARK, COLORADO

Ben Schmitt

Ben Schmitt, PE
City Engineer

Receipt of the above Notice of Intent to Award, together with the signed Contract, is hereby acknowledged.

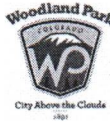
This 10 day of May, 2022.

By: Stephanie Wallis

Name: Stephanie Wallis

Title: Corporate Secretary





CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this "Agreement") is entered into this ____ day of _____, 2022 by and between the City of Woodland Park, Colorado (hereinafter referred to as the "Owner") and A-1 Chipseal Co. & Rocky Mountain Pavement, LLC (hereinafter referred to as the "Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows: The project is to provide preventative maintenance on City roadways lots as part of the 2022 City wide capital improvement plan. This work includes chip seal, fog seal, and crackseal for the roadways outlined in the pavement management plan, from 2020-2022. Schedule of work to be completed in these lots is listed on Exhibit "A". Quantities based on City provided quantities. Billing will be based on actual field measurements, not to exceed the contract amount.

ARTICLE 2 THE PROJECT

- 2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: Chip Seal 2022 Operations (the "Project").

ARTICLE 3 ENGINEER

- 3.01 The City Engineer or designated representative shall serve as construction management engineer who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4 WORKER WITHOUT AUTHORIZATION EMPLOYMENT

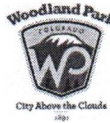
- 4.01 Prior to the execution of this Agreement, Contractor shall certify to the City, by completing the Worker Without Authorization Addendum attached hereto, that at the time of certification, Contractor does not knowingly employ or contract with any worker without authorization who will perform work under this Agreement as well as other certifications therein contained.

ARTICLE 5 CONTRACT TIMES

5.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 Days to Achieve Substantial Completion and Final Payment



- A. Contractor shall achieve Substantial Completion within 60 calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 30 calendar days of the issuance by the Owner of Substantial Completion.

5.03 Liquidated Damages

- A. Contractor understands and agrees that time is an essential condition of this Agreement. Contractor further understands and agrees that delay in completion of the project will cause Owner to suffer substantial losses and damages which cannot be measured, including without limitation the loss of revenues for services, loss of other revenue incidental to the operation of the facility, additional engineering, legal, accounting and administrative costs, reduced public confidence and adverse public relations which would reduce future revenues, and additional interest and financing costs and charges if the Work is not completed within the times specified above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or mediation proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring proof of such losses and damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for final completion and readiness for final payment until the Work is finally complete and ready for final payment.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.
- D. Any liquidated damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for liquidated damages, then Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.
- E. The aggregate liability of Contractor to pay liquidated damages pursuant to this Article shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Article shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract.
- F. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 6 CONTRACT PRICE

- 6.01 Owner shall pay Contractor three hundred and sixty-one thousand, one hundred fifty four



dollars and forty eight cents (\$ 361,154.48) for completion of the Work as full compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

ARTICLE 7 PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Engineer.

7.02 Progress Payments; Retainage

- A. Owner shall make progress payments towards the Contract Price, less five percent (5%) for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Engineer, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Engineer's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

7.03 Final Payment

- A. Upon final completion and acceptance of the Work as recommended by the Engineer, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 8 PROJECT WARRANTIES

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

ARTICLE 9 INSURANCE

- 9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this Article and the insurance has been approved by the City Administrator or his designee. The City of Woodland Park shall be named as an additional insured. Certificates of insurance shall be issued prior to



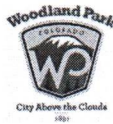
execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

10.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the



Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.
- K. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Bidding Documents;
 - 3. General Conditions;
 - 4. Technical Specifications;
 - 5. Measurement and Payment Provisions;
 - 6. Labor & Materials Payment Bond;
 - 7. Performance Bond; and
 - 8. Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- B. There are no Contract Documents other than those listed above in this Article.
- C. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 12 PERFORMANCE BOND

- A. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the City for its review and approval. The City shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance Bond shall be held by the City through the two (2) year Project Warranties period specified in this Agreement.

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification



- A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

13.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable by any court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 Independent Contractor

CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOTHING HEREIN CONTAINED SHALL CONSTITUTE OR DESIGNATE THE CONTRACTOR OR ANY OF ITS EMPLOYEES OR AGENTS AS EMPLOYEES OR AGENTS OF THE OWNER.

13.06 No Waiver of Governmental Immunity

Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or pursuant to any other applicable laws.

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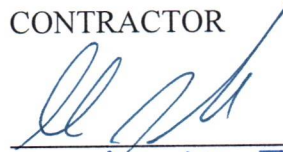
IN WITNESS WHEREOF, Owner and Contractor have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

CITY OF WOODLAND PARK

Name: _____
Title: _____

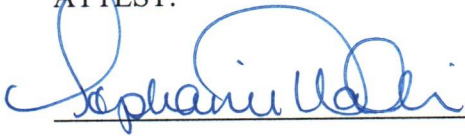
ATTEST:

CONTRACTOR



Name: Daniel J. Gryzmala
Title: President

ATTEST:





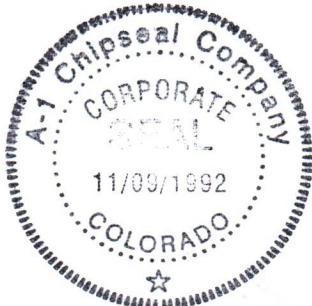
WORKER WITHOUT AUTHORIZATION ADDENDUM

This Worker Without Authorization Addendum (hereinafter "Addendum") attached hereto and incorporated herein by this reference, is made to this Agreement by and between the City of Woodland Park (hereinafter "City"), a municipal corporation of the State of Colorado, and A-1 Chipseal Co., (hereinafter "Contractor") dated this 10 day of May, 2022.

Pursuant to Section 8-17.5-101, *et seq.*, C.R.S., the following provisions are hereby incorporated:

1. Contractor certifies that, at the time of executing this Addendum, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Contractor will participate in the federal E-Verify Program or the Colorado Department of Labor and Employment's Employment Verification Program (hereinafter "CDLE's Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
2. Contractor hereby agrees that it shall not:
 - a) Knowingly employ or contract with a worker without authorization to perform work under the Agreement; or
 - b) Enter into a contract with a subcontractor that fails to certify that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or CDLE's Program.
4. Contractor is prohibited from using either the E-Verify Program or CDLE's Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Contractor is required to:
 - a) Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required by Subsection (5) (a) above the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
6. Contractor is required to comply with any reasonable request that CDLE makes in the course of an investigation that CDLE is undertaking pursuant to Section 8-17.5-102(5), C.R.S.

IN WITNESS WHEREOF, Contractor has executed this Addendum on the date first above written. By the signature of its representative below, Contractor affirms that it has taken all necessary action to authorize said representative to execute this Addendum.



CONTRACTOR

Signature:
Name:
Title:
Date:


Stephanie Wallis
Corporate Secretary
5-10-22

City of Woodland Park - 2022 Crackseal, Chipseal, and Double Chipseal
Bid Form

Project Description: 2020-2022 Work List
City, State: Woodland Park, Colorado

Bidder: A-1 Chipseal Co.

1. Bid Exceptions and Qualifications		
		There are no exceptions/qualifications to this bid

2. Estimated Calendar Days to Complete Project:	35
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3. Earliest Start Date is:	6/1/2022
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4. Base Bid Unit Price Schedule					
Item #	Quantity		Description	Unit Cost	Total Cost
	14,060	SY	Chipseal+Fogseal	\$ 4.72	\$ 66,363.20
	1,951	SY	Double Chipseal + Fogseal	\$ 9.36	\$ 18,261.36
	300,576	SY	Crackseal	\$ 0.92	\$ 276,529.92
Total Base Bid:				\$	361,154.48

Note: Any additional work completed will be based upon unit rates bid.
Note: The City reserves the right to place an associated per day dollar value on the contractors estimated days to complete work.
This value and specified days will be used in evaluating submitted bids.

7. Bidder Correspondence					
		Administrative Mailing Address		Payment Mailing Address	
Address (NO PO BOXES):		2505 E. 74th Ave		Address:	2505 E. 74th Ave
City:		Denver		City:	Denver
State and Zip Code:		CO 80229		State and Zip Code:	CO 80229
Contact Name:		Stephanie Wallis		Contact Name:	Sylvia Rosenbach
Phone:		720-540-8264		Phone:	720-540-8291
Fax:		303-464-9261		Fax:	303-464-9261
Email:		swallis@a-1chipseal.com		Fed Tax ID:	84-1216817

SUBCONTRACTOR LISTING

	Subcontractor:	Work Description:
1)	J&J Trucking	Chip Hauling
2)		
3)		

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a written agreement with the City of Woodland Park (City) using their standard contract. This Bid will remain subject to acceptance by the City for 120 days after the Bid Due Date. Bidder will complete the work for the prices listed in this completed Bid Form.

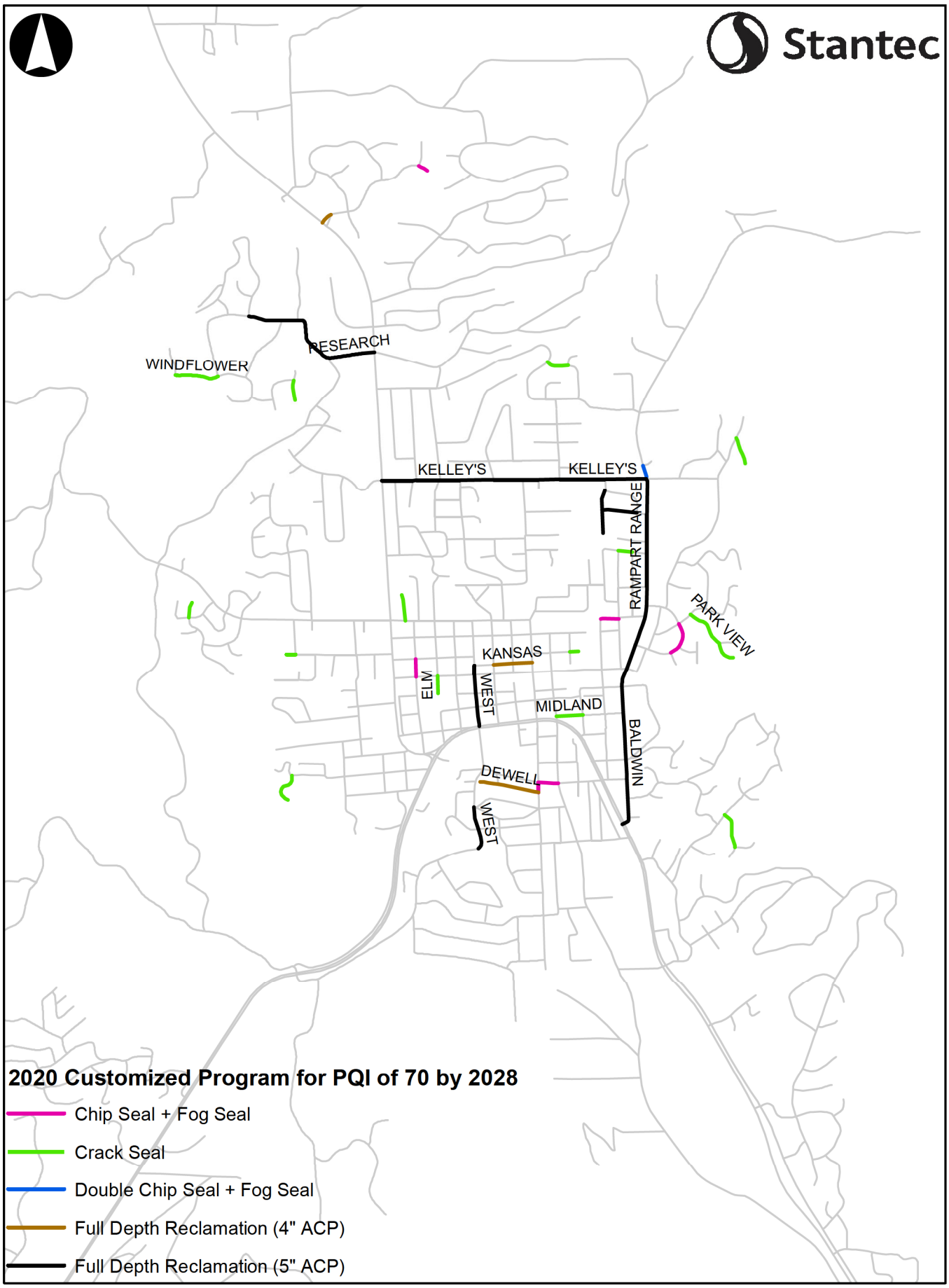
Bidder agrees the items listed in this Bid Form may be incorporated into the Project at the sole discretion of the City; any alternates added, including payment and performance bonds, will be added by use of a Change Order based only on the Unit Prices listed.

		MONTH		DATE		YEAR
Submitted on:		April		29		2022
By:		A-1 Chipseal Co.				(Bidder's Legal Company Name)
Signed:						
Title		Corporate Secretary				
(Printed Name):		Stephanie Wallis				
Phone:		720-540-8264		Fax:	303-464-9261	



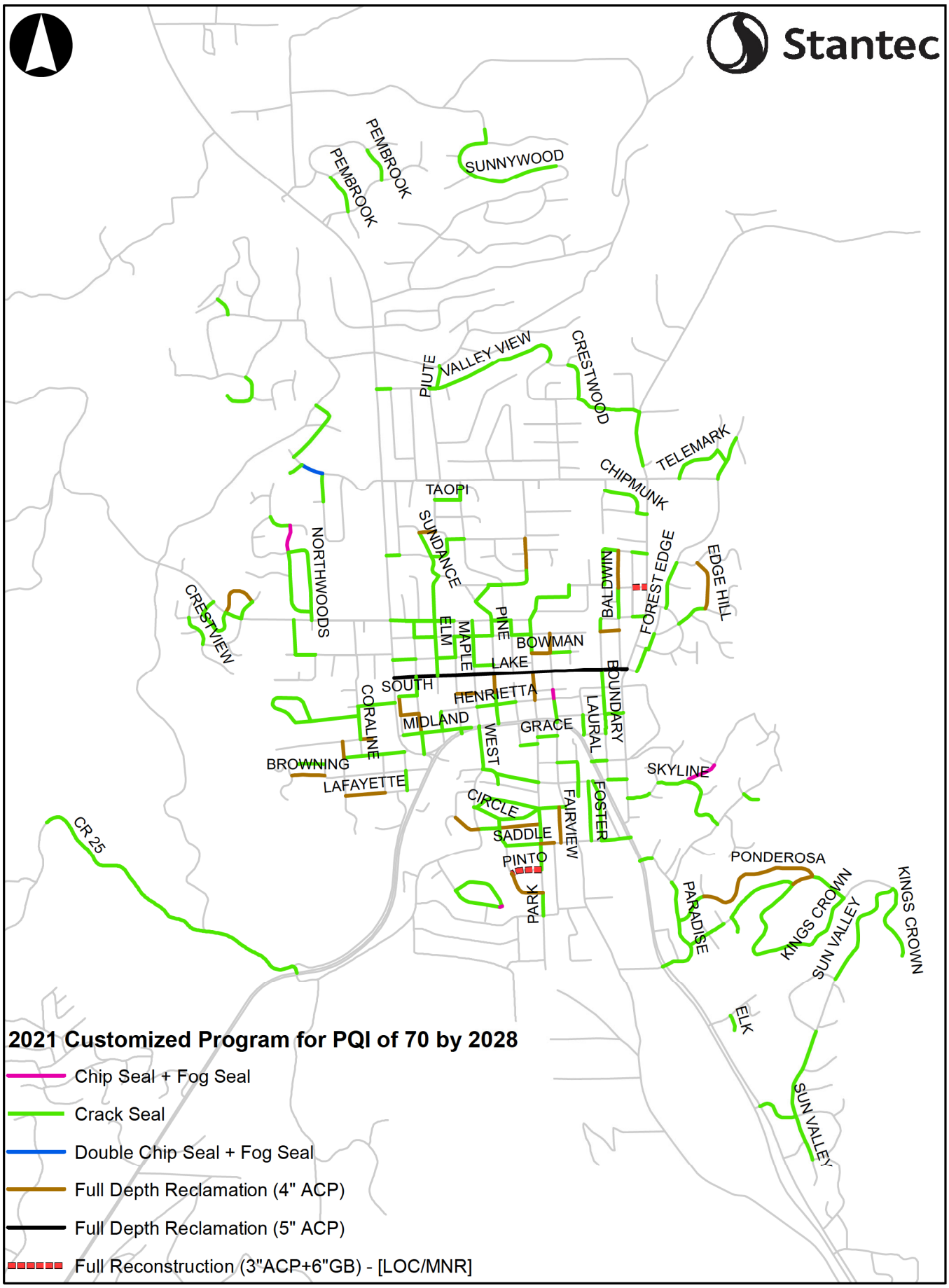
NOTE:

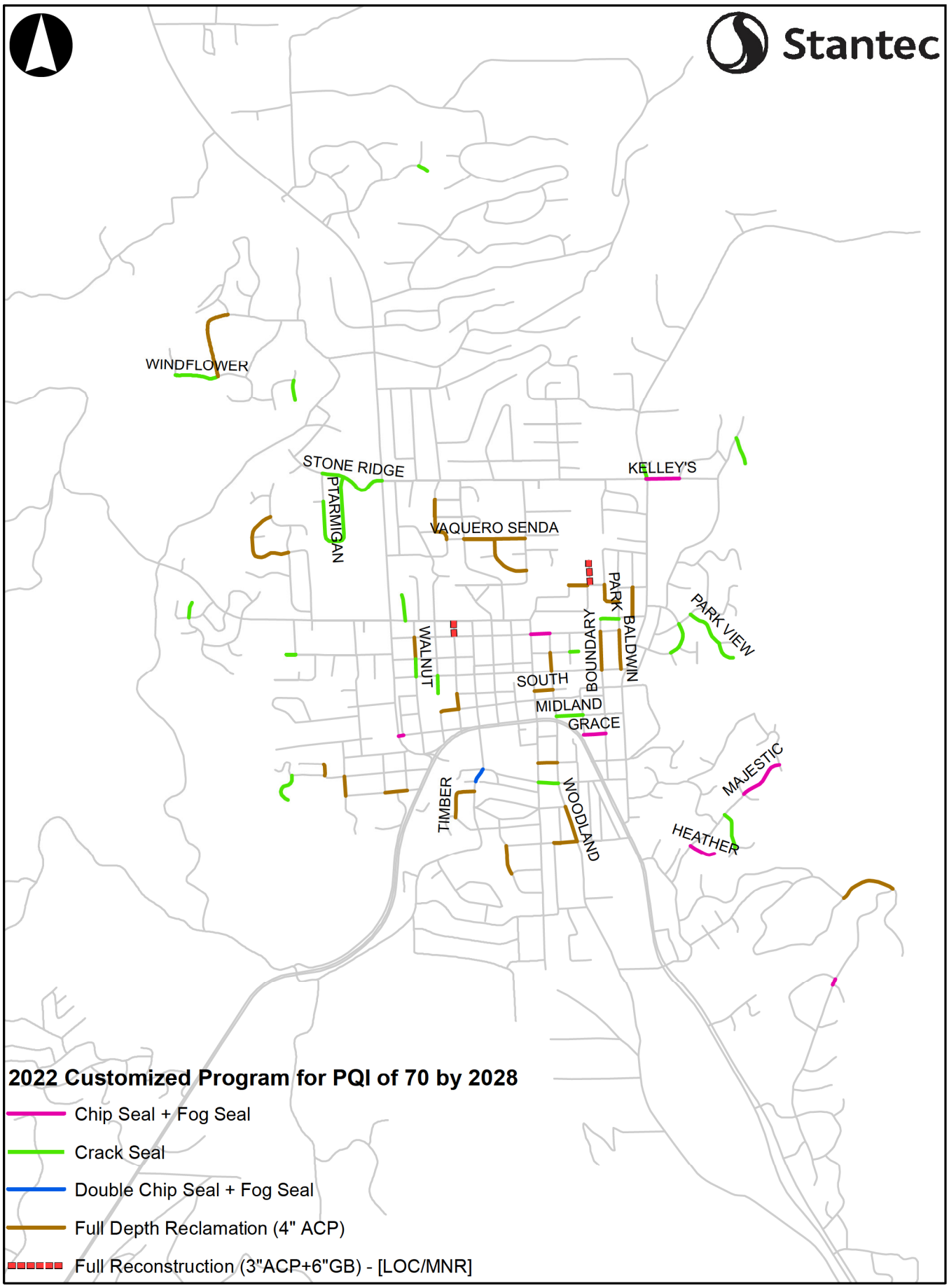
Faxed bids will not be accepted by the City. All bids shall remain subject to acceptance for 120 days from bid due date. Bid results will not be publicized or solicited.



2020 Customized Program for PQI of 70 by 2028

-  Chip Seal + Fog Seal
-  Crack Seal
-  Double Chip Seal + Fog Seal
-  Full Depth Reclamation (4" ACP)
-  Full Depth Reclamation (5" ACP)





2022 Customized Program for PQI of 70 by 2028

-  Chip Seal + Fog Seal
-  Crack Seal
-  Double Chip Seal + Fog Seal
-  Full Depth Reclamation (4" ACP)
-  Full Reconstruction (3"ACP+6"GB) - [LOC/MNR]

Street	From	To	CL Length (ft)	Area (sq. yd.)	Functional Class	Pavement Type	Implementation Year	Budget Rehab Type
ARDILLA CAMINO	DEL ESTE	CENTER ST	249.6	610	LOCAL	Flexible	2021	Crack Seal
ARDILLA CAMINO	CENTER ST	MATEO CAMINO	464.0	1,134	LOCAL	Flexible	2021	Crack Seal
BALDWIN ST	PARK DR	CENTER AV	258.1	586	LOCAL	Flexible	2021	Crack Seal
BLACK BEAR TR	GRAY HORSE CI	OSAGE LN	691.0	1,837	LOCAL	Flexible	2021	Crack Seal
BLACK BEAR TR	GRAY HORSE CI	END	44.5	118	LOCAL	Flexible	2021	Chip Seal + Fog Seal
BLUE SPRUCE ST	PINE RIDGE AV	CIRCLE DR	163.8	394	LOCAL	Flexible	2021	Crack Seal
BLUE SPRUCE ST	SADDLE DR	PINE RIDGE AV	375.3	910	LOCAL	Flexible	2021	Crack Seal
BOUNDARY RD	GUNNISON AV	FULLVIEW AV	235.3	542	LOCAL	Flexible	2021	Crack Seal
BOUNDARY ST	SOUTH AV	LAKE AV	347.7	963	LOCAL	Flexible	2021	Crack Seal
BOUNDARY ST	HENRIETTA AV	SOUTH AV	148.0	406	LOCAL	Flexible	2021	Crack Seal
BOUNDARY ST	MIDLAND AV	HENRIETTA AV	347.8	921	LOCAL	Flexible	2021	Crack Seal
BOUNDARY ST	GRACE AV	MIDLAND AV	374.0	1,008	LOCAL	Flexible	2021	Crack Seal
BOWMAN AV	HIGHLAND ST	END	163.3	357	MINOR	Flexible	2020	Crack Seal
BOWMAN AV	BEGIN	WHISPERING WINDS DR	174.0	438	MINOR	Flexible	2020	Crack Seal
BOWMAN AV	FAIRVIEW ST	HIGHLAND ST	367.9	811	LOCAL	Flexible	2021	Crack Seal
BOWMAN AV	ELM ST	MAPLE ST	353.1	804	LOCAL	Flexible	2021	Crack Seal
BOWMAN AV	WHISPERING WINDS DR	KAREN LN	364.5	969	LOCAL	Flexible	2021	Crack Seal
BOWMAN AV	SR-67	WALNUT ST	428.1	1,058	LOCAL	Flexible	2021	Crack Seal
BOWMAN AV	HIGHLAND ST	END	163.3	357	MINOR	Flexible	2022	Crack Seal
BOWMAN AV	BEGIN	WHISPERING WINDS DR	174.0	438	MINOR	Flexible	2022	Crack Seal
BRADFORD DR	MISTY PINES CI	EVERGREEN HEIGHTS DR	307.8	827	LOCAL	Flexible	2021	Crack Seal
CENTER ST	TAOPI LN	EMERSON CT	245.9	660	LOCAL	Flexible	2021	Crack Seal
CENTER ST	GUNNISON AV	COUNTY RD	279.4	730	LOCAL	Flexible	2021	Crack Seal
CHAR LN	FOREST EDGE RD	TELEMARK DR	268.7	746	LOCAL	Flexible	2021	Crack Seal
CHARWEST DR	BEGIN	FOREST EDGE RD	500.8	1,359	MINOR	Flexible	2020	Crack Seal
CHARWEST DR	BEGIN	FOREST EDGE RD	500.8	1,359	MINOR	Flexible	2022	Crack Seal
CHESTER AV	PARK ST	FAIRVIEW ST	377.2	1,114	LOCAL	Flexible	2020	Chip Seal + Fog Seal
CHESTER AV	BOUNDARY ST	BALDWIN ST	356.7	1,083	LOCAL	Flexible	2021	Crack Seal
CHESTER AV	PARK ST	FAIRVIEW ST	377.2	1,114	LOCAL	Flexible	2022	Crack Seal
CHESTNUT ST	LAFAYETTE AV	BROWNING AV	365.0	1,044	LOCAL	Flexible	2021	Crack Seal
CHIPMUNK DR	COTTONTAIL TR	MEADOWLARK LN	879.1	2,442	COLLECTOR	Flexible	2021	Crack Seal
CIRCLE DR	BLUE SPRUCE ST	PARK ST	806.4	2,240	LOCAL	Flexible	2021	Crack Seal
COLUMBINE AV	RIDGE WAY ST	PARK ST	814.6	1,885	LOCAL	Flexible	2021	Crack Seal
CORALINE ST	MIDLAND AV	SPRUCE RIDGE LN	445.3	1,023	LOCAL	Flexible	2021	Crack Seal
CORALINE ST	SPRUCE RIDGE LN	SPRUCE HAVEN DR	176.2	422	LOCAL	Flexible	2021	Crack Seal
COUNTY RD	SR-67	LOG HAVEN DR	282.0	762	COLLECTOR	Flexible	2021	Crack Seal
COUNTY RD	CENTER ST	CENTER ST	134.1	365	LOCAL	Flexible	2021	Crack Seal
COUNTY RD	LOG HAVEN DR	WALNUT ST	161.6	431	LOCAL	Flexible	2021	Crack Seal
COUNTY RD	WALNUT ST	ELM ST	290.4	764	LOCAL	Flexible	2021	Crack Seal
COUNTY RD	PINE ST	CENTER ST	231.3	619	LOCAL	Flexible	2021	Crack Seal
COUNTY RD	ELM ST	MAPLE ST	360.2	954	LOCAL	Flexible	2021	Crack Seal
CRESTVIEW WY	BRADFORD DR	END	295.3	782	MINOR	Flexible	2020	Crack Seal
CRESTVIEW WY	PINON RIDGE DR	BRADFORD DR	619.7	1,670	LOCAL	Flexible	2021	Crack Seal
CRESTVIEW WY	BRADFORD DR	END	295.3	782	MINOR	Flexible	2022	Crack Seal
CRESTWOOD DR	CREST CT	VALLEY VIEW DR	421.2	1,123	LOCAL	Flexible	2020	Crack Seal
CRESTWOOD DR	VALLEY VIEW DR	CREST CT	746.0	1,989	LOCAL	Flexible	2021	Crack Seal
DALLAS ALLEY	SHERIDAN AV	CHESTER AV	1109.7	1,582	LOCAL	Flexible	2021	Crack Seal
DEL ESTE	PINE ST	ARDILLA CAMINO	400.4	979	LOCAL	Flexible	2021	Crack Seal
ELK GROVE	BEGIN	TRULL RD	294.6	786	MINOR	Flexible	2021	Crack Seal

Street	From	To	CL Length (ft)	Area (sq. yd.)	Functional Class	Pavement Type	Implementation Year	Budget Rehab Type
ELM ST	LAKE AV	END	322.7	699	MINOR	Flexible	2020	Crack Seal
ELM ST	GUNNISON AV	BOWMAN AV	390.9	912	LOCAL	Flexible	2021	Crack Seal
ELM ST	SUNDANCE CI	COUNTY RD	873.0	2,093	LOCAL	Flexible	2021	Crack Seal
ELM ST	MIDLAND AV	HENRIETTA AV	356.2	1,006	LOCAL	Flexible	2021	Crack Seal
ELM ST	BOWMAN AV	LAKE AV	351.6	853	LOCAL	Flexible	2021	Crack Seal
ELM ST	COUNTY RD	GUNNISON AV	307.5	752	LOCAL	Flexible	2021	Crack Seal
ELM ST	LAKE AV	END	322.7	699	MINOR	Flexible	2022	Crack Seal
EVERGREEN HEIGHTS DR	MISTY PINES CI	PINON RIDGE DR	317.5	1,114	COLLECTOR	Flexible	2021	Crack Seal
FAIRVIEW ST	MIDLAND AV	HENRIETTA AV	343.7	840	LOCAL	Flexible	2021	Crack Seal
FAIRVIEW ST	US-24	MIDLAND AV	108.4	366	LOCAL	Flexible	2021	Crack Seal
FAIRVIEW ST	HENRIETTA AV	SOUTH AV	158.9	415	LOCAL	Flexible	2021	Chip Seal + Fog Seal
FALCONS REST PL	MAJESTIC PY	EAGLES PERCH PL	677.7	1,832	MINOR	Flexible	2020	Crack Seal
FALCONS REST PL	MAJESTIC PY	EAGLES PERCH PL	677.7	1,832	MINOR	Flexible	2022	Crack Seal
FLAGSTICK DR	WOODLAND VALLEY RANCH DR	MASTERS DR	364.4	1,117	LOCAL	Flexible	2021	Crack Seal
FOREST EDGE RD	FOREST EDGE PL	PINE RIDGE RD	426.4	1,050	LOCAL	Flexible	2021	Crack Seal
FOREST EDGE RD	FOREST EDGE CI	FOREST EDGE PL	466.8	1,210	LOCAL	Flexible	2021	Crack Seal
FOREST EDGE RD	LAKE AV	FOREST EDGE CI	473.5	1,263	LOCAL	Flexible	2021	Crack Seal
FOREST EDGE RD	FOREST EDGE CI	FOREST HILL RD	312.9	852	LOCAL	Flexible	2021	Crack Seal
FOREST EDGE RD	CHAR LN	CHARWEST DR	480.3	1,307	LOCAL	Flexible	2021	Crack Seal
FOREST EDGE RD	KELLEY S RD	CHAR LN	358.2	1,018	LOCAL	Flexible	2021	Crack Seal
FOREST HILL RD	PARK VIEW RD	EDGE HILL DR	324.4	757	LOCAL	Flexible	2021	Crack Seal
FOREST HILL RD	FOREST EDGE CI	PARK VIEW RD	278.7	694	LOCAL	Flexible	2021	Crack Seal
FOSTER AV	PARK ST	FAIRVIEW ST	379.9	1,048	LOCAL	Flexible	2021	Crack Seal
FOSTER AV	FAIRVIEW ST	WOODLAND AV	115.8	319	LOCAL	Flexible	2021	Crack Seal
FULLVIEW AV	BOUNDARY RD	BALDWIN ST	337.3	937	LOCAL	Flexible	2020	Chip Seal + Fog Seal
FULLVIEW AV	FULLVIEW ST	RAMPART RANGE RD	240.4	663	LOCAL	Flexible	2021	Crack Seal
FULLVIEW AV	BOUNDARY RD	BALDWIN ST	337.3	937	LOCAL	Flexible	2022	Crack Seal
GOLDEN EAGLE PL	END	BROWNING AV	620.1	1,573	MINOR	Flexible	2020	Crack Seal
GOLDEN EAGLE PL	END	BROWNING AV	620.1	1,573	MINOR	Flexible	2022	Crack Seal
GRACE AV	PARK ST	END	369.0	1,329	LOCAL	Flexible	2021	Crack Seal
GRAY HORSE CI	BLACK BEAR TR [W]	BLACK BEAR TR [E]	1154.2	3,014	LOCAL	Flexible	2021	Crack Seal
GUNNISON AV	MAPLE ST	WEST ST	353.4	847	LOCAL	Flexible	2021	Crack Seal
GUNNISON AV	WALNUT ST	ELM ST	394.2	949	LOCAL	Flexible	2021	Crack Seal
HEATHER CT	MAJESTIC PY	END	494.8	1,278	MINOR	Flexible	2022	Chip Seal + Fog Seal
HENRIETTA AV	WEST ST	PINE ST	369.4	1,019	LOCAL	Flexible	2021	Crack Seal
HENRIETTA AV	PINE ST	CENTER ST	366.7	1,066	LOCAL	Flexible	2021	Crack Seal
IRON WOOD DR	SUNNY WOOD AV	CITY LIMIT	258.2	689	LOCAL	Flexible	2021	Crack Seal
KANSAS ALLEY	WEST ST	PINE ST	364.6	520	LOCAL	Flexible	2021	Crack Seal
KELLEY S RD	RAMPART RANGE RD	TELEMARK DR	619.3	1,674	LOCAL	Flexible	2022	Chip Seal + Fog Seal
KINGS CROWN RD	PARADISE VALLEY DR	PONDEROSA WY	3859.7	8,864	LOCAL	Flexible	2021	Crack Seal
KINGS CROWN RD	KINGS CROWN RD	PONDEROSA WY	733.7	1,630	LOCAL	Flexible	2021	Crack Seal
KINGS CROWN RD	SUN VALLEY DR	END	1475.8	3,703	LOCAL	Flexible	2021	Crack Seal
LAUREL ST	GRACE AV	MIDLAND AV	366.2	1,007	LOCAL	Flexible	2021	Crack Seal
LOG HAVEN DR	COUNTY RD	END	486.7	1,352	MINOR	Flexible	2020	Crack Seal
LOG HAVEN DR	COUNTY RD	END	486.7	1,352	MINOR	Flexible	2022	Crack Seal
LORRAINE AV	BEGIN	ARTHUR ST	474.0	1,168	LOCAL	Flexible	2021	Crack Seal
LORRAINE AV	EVERGREEN ST	CORALINE ST	344.8	932	LOCAL	Flexible	2021	Crack Seal
LORRAINE AV	BURDETTE ST	CHESTNUT ST	407.7	1,091	LOCAL	Flexible	2021	Crack Seal
LORRAINE AV	CORALINE ST	BURDETTE ST	400.0	1,074	LOCAL	Flexible	2021	Crack Seal

Street	From	To	CL Length (ft)	Area (sq. yd.)	Functional Class	Pavement Type	Implementation Year	Budget Rehab Type
MAJESTIC PY	ROYAL OAK CT	END	897.0	2,957	LOCAL	Flexible	2022	Chip Seal + Fog Seal
MAPLE ST	US-24	MIDLAND AV	98.3	245	LOCAL	Flexible	2021	Crack Seal
MAPLE ST	BOWMAN AV	GUNNISON AV	382.7	896	LOCAL	Flexible	2021	Crack Seal
MATEO CAMINO	MONTANA VISTA	ARDILLA CAMINO	218.4	485	LOCAL	Flexible	2021	Crack Seal
MEADOWLARK LN	CHIPMUNK DR	RAMPART RANGE RD	201.7	560	COLLECTOR	Flexible	2021	Crack Seal
MEADOWRUE CT	BEGIN	PARADISE VALLEY DR	308.6	829	MINOR	Flexible	2021	Crack Seal
MICHAEL LN	NORTHWOODS DR [E]	NORTHWOODS DR [W]	451.1	1,190	LOCAL	Flexible	2021	Crack Seal
MIDLAND AV	FAIRVIEW ST	LAUREL ST	490.3	3,132	LOCAL	Flexible	2020	Crack Seal
MIDLAND AV	BOUNDARY ST	BALDWIN ST	352.1	1,102	LOCAL	Flexible	2021	Crack Seal
MIDLAND AV	CHESTNUT ST	WALNUT ST	340.4	949	LOCAL	Flexible	2021	Crack Seal
MIDLAND AV	ELM ST	MAPLE ST	348.3	1,064	LOCAL	Flexible	2021	Crack Seal
MIDLAND AV	MAPLE ST	WEST ST	197.6	706	LOCAL	Flexible	2021	Crack Seal
MIDLAND AV	WALNUT ST	ELM ST	402.2	1,661	LOCAL	Flexible	2021	Crack Seal
MIDLAND AV	FAIRVIEW ST	LAUREL ST	490.3	3,132	LOCAL	Flexible	2022	Crack Seal
MIDLAND AV	SR-67	CHESTNUT ST	91.8	333	LOCAL	Flexible	2022	Chip Seal + Fog Seal
MISTY PINES CI	BRADFORD DR	EVERGREEN HEIGHTS DR	874.6	2,332	LOCAL	Flexible	2021	Crack Seal
MORNING SUN DR	US-24	SUN VALLEY DR	820.0	2,642	LOCAL	Flexible	2021	Crack Seal
NEW	PRIVATE DR	PRIVATE DR	543.5	1,449	COLLECTOR	Flexible	2021	Crack Seal
NEW	STONE RIDGE DR	PRIVATE DR	809.0	2,157	COLLECTOR	Flexible	2021	Crack Seal
NORTHWOODS DR EAST	NORTHWOODS DR WEST	NORTHWOODS DR WEST	1485.4	4,072	LOCAL	Flexible	2021	Crack Seal
NORTHWOODS DR EAST	EVERGREEN HEIGHTS DR	NORTHWOODS DR WEST	161.6	456	LOCAL	Flexible	2021	Crack Seal
NORTHWOODS DR WEST	TERRI LN	NORTHWOODS DR EAST	444.9	1,145	LOCAL	Flexible	2021	Crack Seal
NORTHWOODS DR WEST	NORTHWOODS DR EAST	TERRI LN	945.5	2,600	LOCAL	Flexible	2021	Crack Seal
NORTHWOODS DR WEST	NORTHWOODS DR EAST	MICHAEL LN	517.6	1,361	LOCAL	Flexible	2021	Chip Seal + Fog Seal
PARADISE CI	PONDEROSA WY	MAJESTIC PY	752.1	2,229	COLLECTOR	Flexible	2021	Crack Seal
PARADISE CI	PARADISE VALLEY DR	PONDEROSA WY	537.9	1,748	COLLECTOR	Flexible	2021	Crack Seal
PARADISE CI	MANOR CT	US-24	230.4	700	COLLECTOR	Flexible	2021	Crack Seal
PARADISE CI	US-24	PARADISE VALLEY DR	794.8	2,444	COLLECTOR	Flexible	2021	Crack Seal
PARADISE VALLEY DR	DEERBRUSH CT	RED CLOVER CT	349.0	943	LOCAL	Flexible	2021	Crack Seal
PARADISE VALLEY DR	MEADOWRUE CT	KINGS CROWN RD	1432.2	3,886	LOCAL	Flexible	2021	Crack Seal
PARADISE VALLEY DR	PARADISE CI	DEERBRUSH CT	406.2	1,113	LOCAL	Flexible	2021	Crack Seal
PARK DR	BALDWIN ST	FULLVIEW ST	265.4	686	LOCAL	Flexible	2020	Crack Seal
PARK DR	WOODLAND DR	BALDWIN ST	945.4	2,521	LOCAL	Flexible	2021	Crack Seal
PARK DR	FULLVIEW ST	RAMPART RANGE RD	277.0	739	LOCAL	Flexible	2021	Crack Seal
PARK ST	DEWELL RD	CHESTER AV	183.2	424	LOCAL	Flexible	2020	Chip Seal + Fog Seal
PARK ST	SADDLE DR	PINE RIDGE AV	368.6	744	LOCAL	Flexible	2021	Crack Seal
PARK ST	PINTO DR	SADDLE DR	494.1	1,153	LOCAL	Flexible	2021	Crack Seal
PARK ST	PINE RIDGE AV	CIRCLE DR	300.1	714	LOCAL	Flexible	2021	Crack Seal
PARK ST	VALLEY DR	BLUE SPRUCE ST	424.9	1,050	LOCAL	Flexible	2021	Crack Seal
PARK ST	BOWMAN AV	GUNNISON AV	360.7	965	LOCAL	Flexible	2021	Crack Seal
PARK ST	GUNNISON AV	COUNTY RD	268.4	701	LOCAL	Flexible	2021	Crack Seal
PARK VIEW RD	FOREST HILL RD	PARK VIEW PL	796.6	2,080	MINOR	Flexible	2020	Crack Seal
PARK VIEW RD	PARK VIEW PL	END	420.3	1,121	MINOR	Flexible	2020	Crack Seal
PARK VIEW RD	FOREST HILL RD	PARK VIEW PL	796.6	2,080	MINOR	Flexible	2022	Crack Seal
PARK VIEW RD	PARK VIEW PL	END	420.3	1,121	MINOR	Flexible	2022	Crack Seal
PEMBROOK DR	OXFORD LN	REGENT DR	670.3	2,073	LOCAL	Flexible	2021	Crack Seal
PEMBROOK LN	REGENT DR	PARKWAY LN	760.0	2,027	LOCAL	Flexible	2021	Crack Seal
PIKE VIEW AV	WEST ST	PARK ST	1291.8	3,039	LOCAL	Flexible	2021	Crack Seal
PIKES PEAK AV	FAIRVIEW ST	WILLOW ST	365.0	845	LOCAL	Flexible	2021	Crack Seal

Street	From	To	CL Length (ft)	Area (sq. yd.)	Functional Class	Pavement Type	Implementation Year	Budget Rehab Type
PIKES PEAK AV	US-24	BOUNDARY ST	283.6	1,116	LOCAL	Flexible	2021	Crack Seal
PINE RIDGE AV	WEST ST	BLUE SPRUCE ST	399.3	821	LOCAL	Flexible	2021	Crack Seal
PINE ST	GUNNISON AV	COUNTY RD	286.0	744	LOCAL	Flexible	2021	Crack Seal
PINE ST	US-24	HENRIETTA AV	361.1	940	LOCAL	Flexible	2021	Crack Seal
PINE ST	COUNTY RD	DEL ESTE	486.1	1,224	LOCAL	Flexible	2021	Crack Seal
PINE ST	HENRIETTA AV	SOUTH AV	228.3	630	LOCAL	Flexible	2021	Crack Seal
PINON RIDGE DR	EVERGREEN HEIGHTS DR	MISTY PINES CI	394.7	888	LOCAL	Flexible	2021	Crack Seal
PIUTE TR	APACHE TR	VALLEY VIEW DR	415.0	1,107	LOCAL	Flexible	2021	Crack Seal
PONDEROSA WY	PARADISE CI	PONDEROSA CT	689.5	1,634	LOCAL	Flexible	2021	Crack Seal
PTARMIGAN DR	COBALT DR	STONE RIDGE DR [E]	2239.4	5,972	COLLECTOR	Flexible	2022	Crack Seal
RAMPART RANGE ROAD	KELLEY S RD	FOX HILL CT	256.3	693	COLLECTOR	Flexible	2020	Double Chip Seal + Fog Seal
RAMPART RANGE ROAD	FOX HILL CT	VALLEY VIEW DR	1015.7	2,765	COLLECTOR	Flexible	2021	Crack Seal
RAMPART RANGE ROAD	KELLEY S RD	FOX HILL CT	256.3	693	COLLECTOR	Flexible	2022	Crack Seal
RED FEATHER LN	SUNDANCE CI	VAQUERO SENDA	586.8	1,434	LOCAL	Flexible	2021	Crack Seal
RED FEATHER LN	SR-67	SUNDANCE ST	245.3	831	LOCAL	Flexible	2021	Crack Seal
REGENT DR	REGENT LN	END	186.1	496	LOCAL	Flexible	2020	Chip Seal + Fog Seal
REGENT DR	REGENT LN	END	186.1	496	LOCAL	Flexible	2022	Crack Seal
RIDGE WAY ST	DEWELL RD	COLUMBINE AV	210.5	331	LOCAL	Flexible	2021	Crack Seal
ROYAL OAK CT	MAJESTIC PY	END	302.0	822	MINOR	Flexible	2021	Crack Seal
SADDLE CLUB AVE	CENTER ST	PARK ST	323.5	1,006	COLLECTOR	Flexible	2021	Crack Seal
SADDLE DR	BLUE SPRUCE ST	PARK ST	651.3	1,520	LOCAL	Flexible	2021	Crack Seal
SCOTT AV	SPRUCE ST	CHESTER AV	285.6	645	LOCAL	Flexible	2021	Crack Seal
SHERIDAN AV	SCOTT AV	US-24	201.2	525	LOCAL	Flexible	2021	Crack Seal
SHERIDAN AV	SPRUCE ST	SCOTT AV	346.6	921	LOCAL	Flexible	2021	Crack Seal
SKYLINE DR	SKYLINE CT	MAJESTIC PY	858.5	2,480	LOCAL	Flexible	2021	Crack Seal
SKYLINE DR	THUNDER RIDGE	SKYLINE CT	385.4	1,124	LOCAL	Flexible	2021	Crack Seal
SKYLINE DR	PANTHER CT	THUNDER RIDGE	565.3	1,670	LOCAL	Flexible	2021	Crack Seal
SKYLINE DR	BALDWIN ST	OWL CT	418.6	1,209	LOCAL	Flexible	2021	Crack Seal
SOUTH AV	CHESTNUT ST	WALNUT ST	339.0	794	LOCAL	Flexible	2021	Crack Seal
SPRUCE HAVEN DR	CORALINE ST	SR-67	706.7	1,702	LOCAL	Flexible	2021	Crack Seal
SPRUCE RIDGE LN	SPRUCE RIDGE LN	CORALINE ST	906.9	1,713	LOCAL	Flexible	2021	Crack Seal
SPRUCE RIDGE LN	SPRUCE RIDGE LN	SPRUCE RIDGE LN	1916.7	5,075	LOCAL	Flexible	2021	Crack Seal
SPRUCE ST	SHERIDAN AV	SCOTT AV	850.6	1,977	LOCAL	Flexible	2021	Crack Seal
STONE RIDGE DR	SNOWSHOE CT	PTARMIGAN DR [W]	419.5	1,258	COLLECTOR	Flexible	2021	Double Chip Seal + Fog Seal
STONE RIDGE DR	PTARMIGAN DR [E]	SR-67	888.8	2,666	COLLECTOR	Flexible	2022	Crack Seal
STONE RIDGE DR	PTARMIGAN DR [W]	PTARMIGAN DR [E]	404.9	1,215	COLLECTOR	Flexible	2022	Crack Seal
SUN VALLEY DR	MORNING SUN DR	SUNDIAL DR	373.8	1,018	LOCAL	Flexible	2021	Crack Seal
SUN VALLEY DR	SUNDIAL DR	MORNING SUN DR	497.3	1,340	LOCAL	Flexible	2021	Crack Seal
SUN VALLEY DR	MORNING SUN DR	SUN RIDGE CT	513.3	1,378	LOCAL	Flexible	2021	Crack Seal
SUN VALLEY DR	SUN RIDGE CT	MORNINGSTAR CT	437.9	1,192	LOCAL	Flexible	2021	Crack Seal
SUN VALLEY DR	MORNINGSTAR CT	SUNRISE CI	743.7	2,080	LOCAL	Flexible	2021	Crack Seal
SUN VALLEY DR	SUNRISE CI	KINGS CROWN RD	2238.2	6,175	LOCAL	Flexible	2021	Crack Seal
SUN VALLEY DR	RADIANT CT	SUNRISE CI	125.3	350	LOCAL	Flexible	2022	Chip Seal + Fog Seal
SUNDANCE CI	ELM ST	RED FEATHER LN	432.8	1,042	LOCAL	Flexible	2021	Crack Seal
SUNDANCE CI	RED FEATHER LN	RED FEATHER LN	502.0	1,227	LOCAL	Flexible	2021	Crack Seal
SUNNY WOOD AV	CITY LIMIT	WOODY CREEK CT	1673.5	4,463	LOCAL	Flexible	2021	Crack Seal
SUNNY WOOD AV	WOODY CREEK CT	WOOD VALLEY CT	423.1	1,128	LOCAL	Flexible	2021	Crack Seal
SUNNY WOOD AV	WOOD VALLEY CT	IRON WOOD DR	606.5	1,617	LOCAL	Flexible	2021	Crack Seal
TAOPI LN	CHIPPEWA TR	CENTER ST	484.3	1,345	LOCAL	Flexible	2021	Crack Seal

Street	From	To	CL Length (ft)	Area (sq. yd.)	Functional Class	Pavement Type	Implementation Year	Budget Rehab Type
TELEMARK DR	KELLEY S RD	CHAR LN	980.8	2,697	LOCAL	Flexible	2021	Crack Seal
TELLER LN	ROLLING PARK DR	WOODLAND DR	1066.2	2,656	LOCAL	Flexible	2021	Crack Seal
TELLER LN	COUNTY RD	ROLLING PARK DR	176.9	482	LOCAL	Flexible	2021	Crack Seal
THUNDER RIDGE DR	SKYLINE DR	FOX MOUNTAIN DR	609.2	1,760	LOCAL	Flexible	2021	Chip Seal + Fog Seal
TROUT CREEK RD	CITY LIMIT	US-24	5965.6	16,405	COLLECTOR	Flexible	2021	Crack Seal
VALLEY VIEW DR	CRESTWOOD DR	KINNIKINNIK DR	1091.1	2,910	LOCAL	Flexible	2021	Crack Seal
VALLEY VIEW DR	VALLEY VIEW CT	CRESTWOOD DR	2401.3	6,403	LOCAL	Flexible	2021	Crack Seal
VALLEY VIEW DR	SR-67	COLUMBINE VILLAGE DR	257.4	694	LOCAL	Flexible	2021	Crack Seal
VALLEY VIEW DR	KINNIKINNIK DR	RAMPART RANGE ROAD	124.7	333	LOCAL	Flexible	2021	Crack Seal
VALLEY VIEW DR	CHIPPEWA TR	PIUTE TR	135.2	364	LOCAL	Flexible	2021	Crack Seal
VAQUERO SENDA	RED FEATHER LN	CENTER ST	327.3	794	LOCAL	Flexible	2021	Crack Seal
WALNUT ST	LAKE AV	BOWMAN AV	351.0	842	LOCAL	Flexible	2020	Chip Seal + Fog Seal
WALNUT ST	SOUTH AV	LAKE AV	355.8	880	LOCAL	Flexible	2021	Crack Seal
WALNUT ST	GUNNISON AV	COUNTY RD	314.8	790	LOCAL	Flexible	2021	Crack Seal
WALNUT ST	SR-67	MIDLAND AV	402.7	2,025	LOCAL	Flexible	2021	Crack Seal
WALNUT ST	LAKE AV	BOWMAN AV	351.0	842	LOCAL	Flexible	2022	Crack Seal
WEST ST	KANSAS ALLEY	BOWMAN AV	170.1	463	COLLECTOR	Flexible	2021	Crack Seal
WEST ST	COLUMBINE AV	US-24	816.2	2,290	COLLECTOR	Flexible	2021	Crack Seal
WEST ST	GUNNISON AV	COUNTY RD	293.2	779	COLLECTOR	Flexible	2021	Crack Seal
WHISPERING WINDS DR	BOWMAN AV	EVERGREEN HEIGHTS DR	649.4	1,593	LOCAL	Flexible	2021	Crack Seal
WILDROSE CT	END	EAGLE PINES DR	378.8	992	MINOR	Flexible	2020	Crack Seal
WILDROSE CT	END	EAGLE PINES DR	378.8	992	MINOR	Flexible	2022	Crack Seal
WILLOW ST	CHESTER AV	PIKES PEAK AV	383.7	753	LOCAL	Flexible	2021	Crack Seal
WILLOW ST	BEGIN	CHESTER AV	262.0	362	MINOR	Flexible	2021	Crack Seal
WINDFLOWER LN	WINDFLOWER CI	WOODLAND VALLEY RANCH DR	822.6	2,141	MINOR	Flexible	2020	Crack Seal
WINDFLOWER LN	MOUNTAIN MEADOWS RD	END	961.3	2,519	LOCAL	Flexible	2021	Crack Seal
WINDFLOWER LN	WINDFLOWER CI	WOODLAND VALLEY RANCH DR	822.6	2,141	MINOR	Flexible	2022	Crack Seal



City of Woodland Park

May 5, 2022 at 7:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Mayor LaBarre called the May 5, 2022 City Council Meeting to order with the following members of City Council being present: Mayor LaBarre, Mayor Pro-tem Case, Councilmember Connors, Councilmember Nakai, Councilmember Neal, Councilmember Ott and Councilmember Zuluaga.

The following Staff members were also present: City Manager Lawson, Deputy City Manager/City Clerk Leclercq, Communications and Marketing Coordinator Johnson, Assistant to the City Manager Felts, Deputy City Manager/Operations Director Wiley, Finance Director Vassalotti, Parks and Recreation Director Keating and Chief of Police Deisler.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Introductions and thank you to the 2022 Municipal Election Judges.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

City Clerk Leclercq thanked the Election Judges for all of their hard work and dedication during the 2022 Municipal Election. City Manager Lawson presented the Election Judges with a city coin. The Election Judges present were Shirley Douthitt, Jean Baldwin and Teri Baldwin.

- B. Welcome and congratulations to the new City Councilmembers from the Teller County Commissioners.

County Commissioners Dan Williams, Eric Stone and Gary Campbell congratulated the new Council on their election. The Commissioners shared their goals for the upcoming year with the Councilmembers. The Commissioners also introduced Ross Herzog the new County Administrator for Teller County. The Commissioners presented the City of Woodland Park with a check for the amount of \$20,500 towards maintenance and repair of the Centennial Trail.

- C. Appointments to the Parks and Recreation Advisory Board and the Historical Preservation Committee. (A)
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

City Clerk Leclercq reviewed with Council that there are currently four vacancies on the Parks and Recreation Advisory Board. Leclercq shared that letters were mailed to the incumbents and that three of them had re-applied and a new application was received from Kathy Evans. Leclercq shared that Jerry Smith, Teri Baldwin and Kathy Evans were all in the audience this evening. Leclercq shared that incumbent Sue Janicki was out of town. Council interviewed Jerry Smith, Teri Baldwin and Kathy Evans and the following motions were

made.

Motion: To appoint Jerry Smith to the Parks and Recreation Advisory Board. Nakai/Zuluaga. 7-0

Motion: To appoint Teri Baldwin to the Parks and Recreation Advisory Board. Nakai/Neal. 7-0

Motion: To appoint Kathy Evans to the Parks and Recreation Advisory Board. Nakai/Zuluaga. 7-0

Council agreed that Sue Janicki would be considered for appointment when she could appear in person. City Clerk Leclercq administered the Oath of Office to the newly appointed PRAB members.

- D.** Presentation of Police Community Engagement Forum.
(Presenter Chief of Police Chris Deisler)

Police Chief Deisler shared with the Council a Police Engagement Forum that he was working on. Deisler shared that he would like the citizens and Council to attend.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

- A.** Approval of the April 7, 2022 Regular City Council Meeting.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

City Clerk Leclercq reviewed the April 7, 2022 Regular City Council Meeting minutes.

Motion: To approve the April 7, 2022 City Council Meeting minutes. Case/Neal. 7-0.

- B.** Approval of the March 2022 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. (A)
(Presenter Finance Director Aaron Vassalotti)

Finance Director Vassalotti approved the March 2022 Statement of Expenditures with the Council.

Motion: To approve the March 2022 Statement of Expenditures. Case/Connors. 7-0.

- C.** Baldwin Street - Rampart Range Road/Kellys Pavement Rehabilitation Contract between the City of Woodland Park and Kiewit Infrastructure Co. in the amount of \$2,277,264.00

Operations Director Kip Wiley presented the Baldwin Street/Rampart Range Rehabilitation Contract to the Council. City Engineer Ben Schmidt answered the Council's questions regarding the work proposed.

Motion: To approve the Baldwin Street - Rampart Range Road/Kelly's Pavement Rehabilitation Contract between the City of Woodland Park and Kiewit Infrastructure CO. in the amount of \$2,277,264.00. Zuluaga/Case. 7-0.

- D.** Street and Parking Lot Restriping Contract between the City of Woodland Park and American Striping Company in the amount of \$102,185.60

Operations Director Kip Wiley presented the Street and Parking Lot restriping contract.

Motion: To approve the Street and Parking Lot Restriping Contract between the City of Woodland Park and American Striping Company in the amount of \$102,185.60. Case/Ott 7-0.

- E.** Parking Lot Seal Coating, Patching, and Crack Sealing Contract between the City of Woodland Park and A-1 Chipseal Co. in the Amount of \$104,216.50

Operations Director Kip Wiley presented the Parking Lot Seal Coating contract with A-1 Chip Seal.

Motion: To approve the Parking Lot Seal Coating, Patching, and Crack Sealing Contract between the City of Woodland Park and A-1 Chipseal CO. in the amount of \$104,216.50. Motion Nakai/Connors. 7-0.

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

Prior to the opening of Public Comment on items not on the agenda, Mayor LaBarre shared with the Council and the audience, that from now on Public Comments on items not on the agenda would be limited to three minutes. LaBarre also shared that there would be no back and forth between the Council and the citizens.

Tim Miller from the Pikes Peak Library District introduced himself to the City Council and shared some of the new happenings at the library.

School District Superintendent Dr. Mathew Neal shared with the Council infrastructure projects that the School District would be embarking on.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

9. PUBLIC HEARINGS

(Public comment may be heard)

10. NEW BUSINESS

(Public comment may be heard)

- A.** Approve Resolution No. 889, Series 2022 implementing Level 2 Water Restrictions for the City of Woodland Park. (A)
(Presenter Deputy City Manager/Director of Operations Kip Wiley)

Director of Operations Kip Wiley reviewed Resolution No. 889 with the Council. There being no questions from the Council the following motion was made.

Motion: To approve Resolution No. 889, Series 2022 implementing Level 2 Water Restrictions for the City of Woodland Park. Case/Ott. 7-0.

- B.** Council discussion and appointments of liaisons to the current City Boards and Committees.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

City Clerk Leclercq reviewed the current Board and Commission liaisons with the Council. After Council discussion the following liaisons were assigned:

PPACG - Primary Mayor LaBarre, Alternate Mayor Pro-tem Case
KWPB - Councilmember Connors

UAC - Councilmembers Zuluaga and Nakai
Main Street - Councilmember Nakai
CML Policy Committee - Primary Mayor LaBarre, Alternate Councilmember Connors
PRAB - Councilmember Case
SIF - Councilmember Ott
HPC - Councilmember Ott
DDA - Councilmember Neal

As per recommendation by staff, the Council created a Military Affairs Liaison position. Councilmember Connors was appointed to be the liaison for this position.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor LaBarre shared the upcoming events for the next two weeks.

B. Council Reports

Mayor Pro-tem Case shared a PRAB update.

Councilmember Connors shared the upcoming activities for Memorial Day.

Councilmember Neal shared reports from the HPC and the DDA.

Councilmember Zuluaga shared an update from PPACG.

C. City Attorney's Report

City Attorney Williams shared that a quarterly litigation update would be coming to the Council shortly.

D. City Manager's Report

Communications and Marketing Coordinator Grace Johnson shared information on the KWPB Spring Clean Up and the City Wide Clean Up.

City Manager Lawson shared that it was Municipal Clerk's Week and thanked City Clerk Leclercq for her service.

12. ADJOURNMENT

There being no further business, Mayor LaBarre adjourned the meeting at 9:25 pm.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2022

Hilary LaBarre, Mayor



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: May 19, 2022

SUBJECT: Approve Ordinance No. 1422, Series 2022 on initial posting, a request by Skip Howes (Applicant) and the Tamarac Land Company (Property Owner) for a Conditional Use Permit (CUP) pursuant to §18.09.090.G.1. Contractors & Construction Services use on 4.22 acres in a portion of the W1/2 of the SW1/4 of Section 12, Township 12 South, Range 69 West of the 6th Principal Meridian, lying SW of "Tamarac Tech Park Filing No. 2" and lying NW of "Tamarac Tech Park Filing No. 1" with an address of 1010 Research Drive in the Service Commercial (SC) zone, and set the public hearing for June 2, 2022. **(QJ)**
(Presenter Planning Director Karen Schminke)

BACKGROUND: This 4.22 acre parcel was annexed in 1997 with the existing building and contractor services use in place at that time. The property was not zoned until 2004 when it was given a designation of Service Commercial (SC), however a Conditional Use Permit (CUP) for the use was not issued. Property photographs from 2004 show the site conditions at that time, and while the existing use was contractor services there was no evidence of outside storage. It was a request for a second driveway on the east end of the property that triggered this CUP application, the purpose of which is to bring an existing non-conforming use into compliance and allow the addition of a second driveway.

RECOMMENDATION: Approve Ordinance and set public hearing for June 2, 2022.

ATTACHMENTS: 1. Ordinance No. 1422, 2022

CITY OF WOODLAND PARK ORDINANCE NO. 1422, SERIES 2022

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR “18.09.090.G CONTRACTORS AND CONSTRUCTION SERVICES” USE IN THE SERVICE COMMERCIAL (SC) ZONE AT 1010 RESEARCH DRIVE

WHEREAS, the City of Woodland Park has received a request for a Conditional Use Permit for “18.09.090.G Contractors and Construction Services” use to allow for a contractor’s yard at 1010 Research Drive (4.22 acres in a portion of the W1/2 of the SW1/4 of Section 12, Township 12 South, Range 69 West of the 6th Principal Meridian, lying SW of “Tamarac Tech Park Filing No. 2” and lying NW of “Tamarac Tech Park Filing No. 1”) (the Property) in the Service Commercial (SC) zone; and

WHEREAS, an application to establish said conditional use has been accepted and considered pursuant to Municipal Code Chapter 18.57; and

WHEREAS, pursuant to Municipal Code Sections 18.57.050 and 18.72.060 and Charter Sections 7.6 and 15.7.b.1, a notice of the public hearings was published, a sign was posted, letters were mailed to adjacent property owners; and

WHEREAS, the Woodland Park Planning Commission considered the request on March 10, 2022 and April 28, 2022 and recommended approval based on evidence contained in the staff report and presented at public hearing; and

WHEREAS, City Council considered the request, the Planning Commission recommendation, the staff recommendation, and after holding a public hearing on June 2, 2022, hereby finds that based on evidence contained in the staff report and presented at the public hearing, the request meets the standards for granting a Conditional Use Permit; and

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

Section 1. Approval. The Conditional Use Permit for “18.09.090.G Contractors and Construction Services” use for the Property is hereby approved subject to the following conditions:

1. Prior to November 1, 2022, the property owner must clean all litter and debris from the site (i.e. old truck, concrete, debris).
2. The final drainage report must be approved by the City Engineer before a grading permit or Zoning Development Permit (ZDP) can be issued.
3. A grading permit is required for surface changes or disturbances that exceed 7,500 SF in area.
4. A single multi-use ZDP is required for the site improvements (including water quality detention, surface changes with the addition of millings, the second

driveway, and the fence screening). A final concept plan for the site is necessary in order to issue this ZDP.

5. All current applicable fees are to be paid (i.e. storm water fees based upon impervious area at the time the ZDP is issued).
6. Final concept plans for the site shall be submitted that show location and dimensions for:
 - a. material storage areas and drive areas
 - b. equipment parking areas for rolling stock
 - c. water quality detention facilities
 - d. screening and fencing details compliant with MC §18.42
 - e. 25% landscaping
 - f. 10% snow storage areas
7. Hours of operation shall be limited to dawn (no earlier than 7 am) to dusk (no later than 9 pm) Monday through Friday. After hours emergency operations are permitted subject to emergency requirements.
8. All exterior lighting, if any, shall be downcast and shielded with a temperature of 3,000 K or warmer and shall not exceed the twenty-five feet in height.
9. Uses shall not include any activity involving the use or storage of flammable or explosive material unless protected by adequate fire-fighting and fire suppression equipment and by such safety devices as are normally used in handling any such material as approved by the Northeast Teller County Fire Protection District.
10. No smoke, odor, vibration, glare or particulate emissions shall be permitted which can cause damage to health, animals, vegetation, or affect properties beyond the parcel boundaries.
11. Notwithstanding any conditions herein, this CUP does not grant a noise relief permit and the use/business shall at all times be subject to *MC 9.41 Noise*.
12. Pursuant to *MC 18.33.180*, at least 15% of parcel shall remain as open space.
13. Pursuant to *MC 18.33.180.D*, healthy existing significant trees shall be preserved to the extent reasonably feasible and may be used to satisfy landscaping and open space requirements.
14. It is the view of the Planning Commission, that the front setback, as is applicable to a six (6) foot fence, should be reduced to 25 feet.

Section 2. Recitals. The recitals contained in this Ordinance constitute the findings of City Council and are incorporated herein by reference.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING
PUBLIC HEARING THIS _____ DAY OF _____, 2022.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq

APPROVED AS TO FORM: _____
City Attorney Nina Williams



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: May 19, 2022

SUBJECT: Approval of a transfer of a Hotel and Restaurant Liquor License for Red Diamond Gastro Truck dba Red Diamond Gastro Pub located at 121 West Midland Avenue, Woodland Park. **(QJ)**
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

BACKGROUND: 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 a Public Hearing for a transfer of a Hotel Restaurant Liquor License.

Applicant: James Deimling, Red Diamond Gastro Truck dba REd Diamond Gastro Pub located at 121 West Midland Avenue, Woodland Park, CO

Application details:

- LLC has a current sales tax license and FEIN number
- Applicants will hold a Temporary Liquor License for this location once the application is approved.
- The location is eligible to be licensed.
- Possession of the property is documented by a Lease expiring on 4/1/2024.

Factual Findings:

- The application was submitted on April 14, 2022.
- Subject property was posted on May 2, 2022.
- Public Notice was published on May 2, 2022 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 Red Diamond Gastro Truck dba Red Diamong Gastro Pub for a transfer of a Hotel Restuarant Liquor License located at 121 West Midland Avenue, Woodland Park, CO 80863.

ATTACHMENTS: None

THE CITY COUNCIL OF WOODLAND PARK, COLORADO

RESOLUTION NO. 891, Series 2022

A RESOLUTION DECLARING A LOCAL DISASTER

WHEREAS, As of May 14, 2022, the Woodland Park Police Department advised the City Council of Woodland Park (“ the Council”) of a disaster (as the term is defined in Part 7 of 33.5 of Title 24, C.R.S.) was present in the High Park Fire West of Cripple Creek in Teller County; to wit, the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from the wildland fire – the High Park Fire – requiring emergency action to avert danger or damage, which started at approximately 4:00 p.m., on Thursday, May 12, 2022; and

WHEREAS, pursuant to C.R.S. Section 24-33.5-709, the City Council at a Special Meeting held on May 14, 2022 adopted Council Resolution No. 890, Series 2022 declaring a local emergency for the reasons stated therein, and

WHEREAS, local conditions warrant an extension of the emergency declared in Council Resolution Number 890, Series 2022 for an additional thirty days from this date,

NOW THEREFORE BE IT RESOLVED THAT:

1. The Council hereby declares that the emergency declared by Council Resolution No. 890, Series 2022 shall continue until June 18, 2022, unless terminated or extended by action of the City Council.

APPROVED THIS 19TH DAY OF MAY, 2022 BY THE CITY COUNCIL OF WOODLAND PARK,
COLORADO.

CITY COUNCIL

WOODLAND PARK, COLORADO

Hilary LaBarre, Mayor

ATTEST:

CLERK



City of Woodland Park Staff Report for City Council

Meeting Date: May 19, 2022

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
11D.1	Finance	Aaron Vassalotti Finance Director

ITEM:

Tax Revenue Update

BACKGROUND:

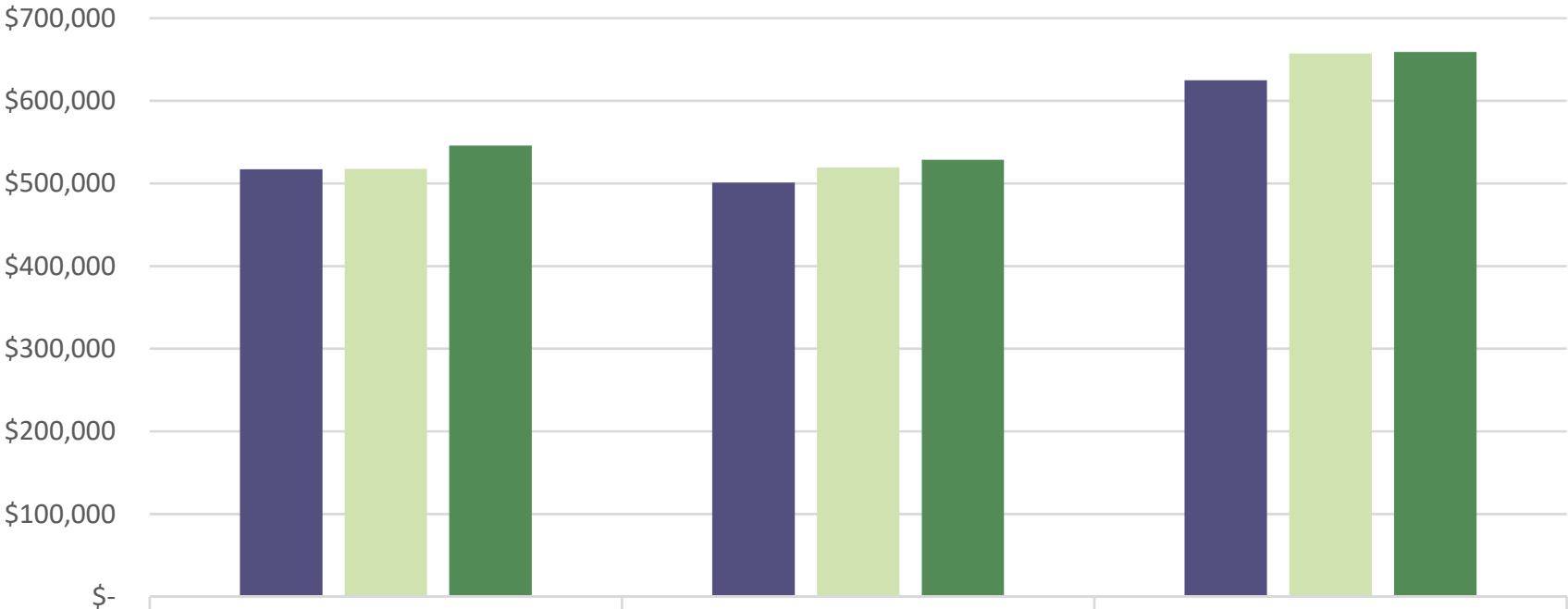
The attached report reflects the City's three percent sales tax revenue and lodging tax **received** April 2022 for **sales incurred** by taxpayers during the month of March 2022.

	2021	2022	\$ change	% change
Sales tax (3.0%)				
Year-to-date (Mar)	\$ 1,643,262	\$ 1,694,407	\$ 51,145	3.1%
Month vs. prior year (Mar)	624,863	657,192	32,329	5.2%
Lodger's Tax				
Year-to-date (Mar)	\$ 23,786	\$ 54,441	\$ 30,655	128.9%
Month vs. prior year (Mar)	11,773	24,422	12,649	107.4%

City of Woodland Park
Sales Tax Collections
2018-2021



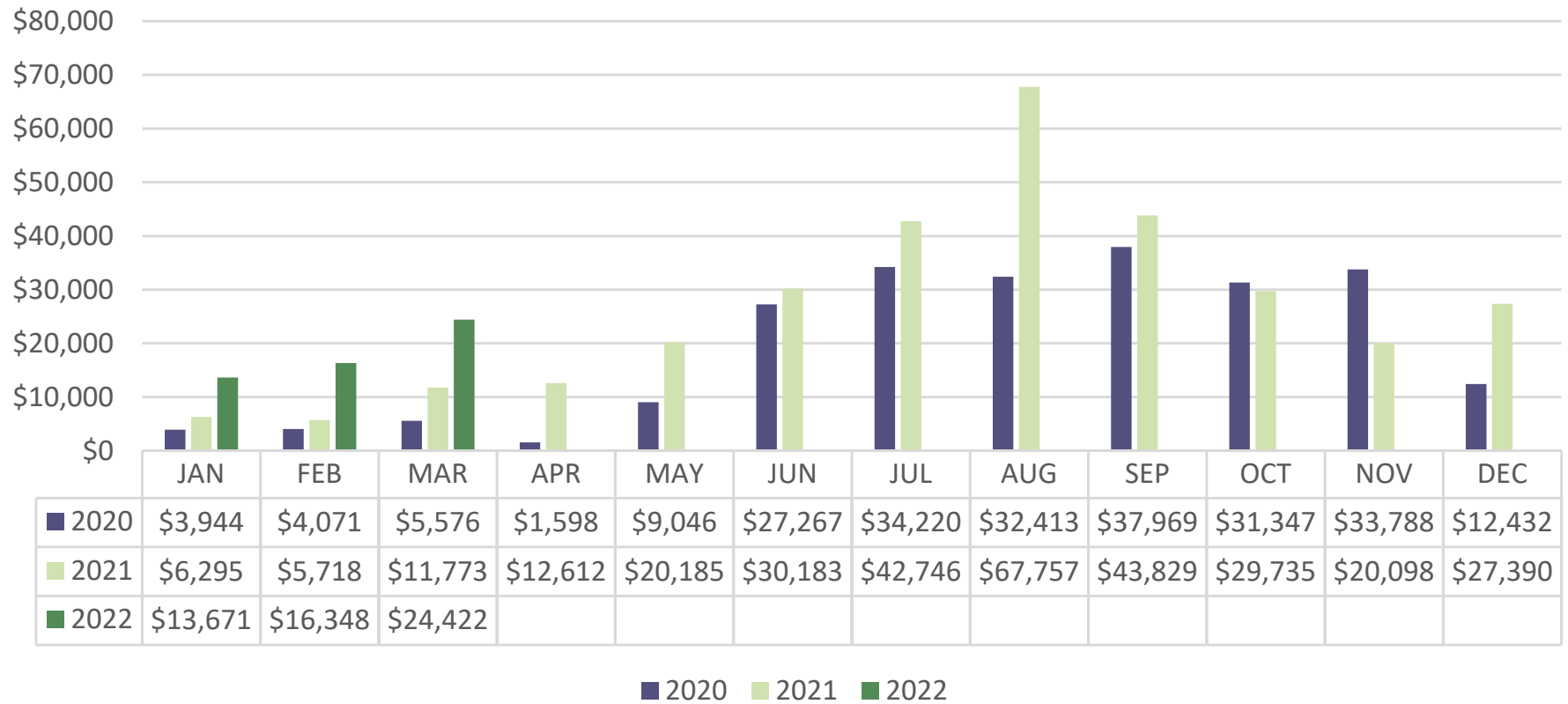
Sales Tax Actuals vs 2022 Estimates



	JAN	FEB	MAR
2021	\$517,293	\$501,107	\$624,863
2022	\$517,769	\$519,447	\$657,192
22 estimates	\$545,744	\$528,668	\$659,230

2021 2022 22 estimates

Lodging Revenue 2020-2022



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

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
JAN	\$323,621	\$337,313	\$360,348	\$377,888	\$356,613	\$414,283	\$409,798	\$468,475	\$ 517,293	\$ 517,769
FEB	\$324,061	\$327,397	\$347,055	\$360,223	\$382,348	\$394,349	\$335,333	\$429,745	\$ 501,107	\$ 519,447
MAR	\$380,656	\$386,803	\$418,812	\$428,017	\$473,419	\$510,278	\$584,507	\$550,768	\$ 624,863	\$ 657,192
APR	\$330,983	\$341,810	\$375,666	\$386,018	\$420,061	\$417,470	\$435,343	\$477,439	\$ 560,228	
MAY	\$384,380	\$399,190	\$422,517	\$440,998	\$450,957	\$499,858	\$522,008	\$576,357	\$ 619,873	
JUN	\$449,547	\$473,013	\$536,339	\$544,496	\$581,725	\$607,795	\$642,569	\$692,663	\$ 801,844	
JUL	\$434,105	\$459,243	\$501,712	\$510,770	\$545,874	\$553,063	\$594,348	\$637,881	\$ 735,042	
AUG	\$424,025	\$439,395	\$489,560	\$494,905	\$510,191	\$554,799	\$644,473	\$594,142	\$ 462,311	
SEP	\$438,862	\$477,853	\$512,221	\$538,141	\$573,766	\$614,404	\$610,360	\$730,476	\$ 752,688	
OCT	\$421,024	\$431,819	\$440,193	\$453,849	\$460,952	\$491,494	\$560,010	\$578,061	\$ 618,223	
NOV	\$363,458	\$399,206	\$405,197	\$434,807	\$482,500	\$470,367	\$461,604	\$523,004	\$ 642,557	
DEC	\$514,984	\$563,532	\$622,513	\$657,016	\$622,098	\$710,516	\$640,506	\$877,951	\$ 866,707	
TOTALS	\$4,789,706	\$5,036,574	\$5,432,133	\$5,627,128	\$5,860,504	\$6,238,675	\$6,440,861	\$7,136,962	\$ 7,702,736	\$ 1,694,407

Annual Lodging Tax Collections 10-Year History by Month

	2013	2014	2015	2016	2017	2018	2019	2020	2021
JAN	\$3,571	\$4,734	\$4,003	\$6,484	\$4,604	\$4,417	\$4,136	\$3,944	\$6,295
FEB	\$3,458	\$3,578	\$4,067	\$5,031	\$4,836	\$4,253	\$3,990	\$4,071	\$5,718
MAR	\$5,438	\$6,630	\$8,166	\$7,595	\$4,936	\$9,938	\$11,623	\$5,576	\$11,773
APR	\$4,648	\$4,947	\$5,924	\$6,177	\$9,705	\$6,768	\$8,666	\$1,598	\$12,612
MAY	\$9,411	\$10,522	\$9,799	\$11,504	\$11,652	\$12,073	\$12,368	\$9,046	\$20,185
JUN	\$17,999	\$16,144	\$19,332	\$21,492	\$25,295	\$30,867	\$24,744	\$27,267	\$30,183
JUL	\$16,913	\$20,630	\$20,852	\$23,862	\$25,998	\$24,867	\$27,564	\$34,220	\$42,746
AUG	\$15,350	\$13,101	\$19,589	\$19,739	\$20,545	\$20,572	\$24,198	\$32,413	\$67,757
SEP	\$14,067	\$17,127	\$16,412	\$20,863	\$23,805	\$26,415	\$25,655	\$37,969	\$43,829
OCT	\$7,796	\$7,764	\$9,761	\$11,038	\$10,748	\$9,656	\$10,207	\$31,347	\$29,735
NOV	\$5,325	\$5,185	\$6,490	\$6,936	\$6,524	\$9,092	\$6,843	\$33,788	\$20,098
DEC	\$4,851	\$5,749	\$6,658	\$7,276	\$10,016	\$13,281	\$11,361	\$12,432	\$27,390
TOTAL	\$108,827	\$116,111	\$131,053	\$147,997	\$158,664	\$172,198	\$171,357	\$233,670	\$318,320