



City of Woodland Park City Council (REVISED)

June 2, 2022 at 7:00 PM

AGENDA

5:30 PM Work Session: *Presentation of the 2022 City of Woodland Park Compensation Study.*

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Re-cap of Wildfire Preparedness Day.
(Presenter, Mike Nakai)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the May 14, 2022 Emergency City Council meeting minutes May 14, 2022. **(A)**
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
 - B. Approval of the May 19, 2022 Regular City Council meeting minutes. **(A)**
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
 - C. Approval of the April 2022 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. **(A)**
(Presenter Finance Director Aaron Vassalotti)
 - D. Approval of a contract from Logan Simpson in the amount of \$74,961 for the update to the Parks, Trails and Open Space Master Plan. **(A)**
(Presenter Parks and Recreation Director Cindy Keating)
 - E. Approval of On Call Engineering and Land Use Development Services Contracts Between the City of Woodland Park, Basis, Baseline, JR Engineering, and Wilson and CO. **(A)**
(Presenter City Engineer Ben Schmidt)
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. To approve Ordinance No. 1423, Series 2022 on initial posting granting a Conditional Use Permit with a site plan review for the purpose of allowing a tow

company to construct and utilize a commercial building with vehicle storage area on Lot 1, Sunny Glenn Retreat Subdivision Filing No. 2 (2730 Mountain Glenn Court) in the Community Commercial (CC) Zone and set the Public Hearing for June 16, 2021. **(QJ)**
(Presenter Planning Director Karen Schminke)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Approve Ordinance No. 1422, Series 2022 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. **(QJ)**
(Presenter Planning Director Karen Schminke)
- B.** Consider a temporary use to operate from January 1 to December 31, 2022 for up to 365 days in the calendar year 2022 for Red Diamond Gastro Food Truck. **(withdrawn)**

10. NEW BUSINESS

(Public comment may be heard)

- A.** Approval of Resolution No. 892, Series 2022 a Resolution by the City of Woodland Park, City Council, Colorado formalizing the City's decision to opt out of the paid Family and Medical Leave Insurance ("FAMLI") Program. **(A)**
(Presenter Human Resource Generalist Amy Jacob)
- B.** To accept the 2022 Compensation Study as presented. **(A)**
(Finance Director Aaron Vassalotti)
- C.** **(REVISED)** Approval of Resolution No. 893 Authorizing The Sale of A Permanent Easement To The Colorado Department Of Transportation For Sidewalk Improvements In Accordance With The Americans With Disabilities Act In The Amount Of \$1,500. **(A)**
(Presenter City Engineer Ben Schmidt)
- D.** Discussion and approval of transferring \$1,000 from the City Council's Budget to the Police Department's Budget to help defray the cost of food and water during wildfire support. **(A)**
(Mayor LaBarre and Councilmember Connors)
- E.** Request to defer the transfer of Woodland Station property from the DDA to the City on 12/31/2023. **(A)**
(Councilmember Neal and Councilmember Zuluaga)

11. REPORTS

(Public comment not necessary)

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

1. 2021 Year-End Report **(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: June 2, 2022

SUBJECT: Re-cap of Wildfire Preparedness Day.
(Presenter, Mike Nakai)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None

May 14, 2022 Emergency City Council Meeting
(Via Zoom)

Mayor LaBarre called the Council Meeting to order at 5:00 PM with the following Councilmembers in attendance:

Mayor LaBarre, Mayor Pro-tem Case, Councilmember Connors, Councilmember Nakai, Councilmember Neal, Councilmember Ott and Councilmember Zuluaga.

The following Staff Members were present: City Manager Lawson, Deputy City Manager/City Clerk Leclercq and Assistant to the City Manager Felts.

City Manager Lawson shared that the County had adopted a similar Resolution in regards to the High Park Fire and asked that the City do the same. This Resolution would allow for the City to receive reimbursement for dollars for hosting an evacuation center and monies spent in regards to this.

1. To approve Emergency Resolution No. 890, Series 2022 a Resolution Declaring a Local Disaster. Connors/Case. Motion carried 7-0.

Meeting adjourned 5:08 PM.

Respectfully submitted,

Suzanne Leclercq, City Clerk

Mayor Hilary LaBarre



City of Woodland Park

May 19, 2022 at 7:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Mayor LaBarre called the meeting to order at 7 PM with the following Councilmembers present: Mayor LaBarre, Mayor Pro-tem Case, Councilmember Connors, Councilmember Nakai, Councilmember Neal, Councilmember Ott and Councilmember Zuluaga.

The following staff members were also in attendance: City Manager Lawson, Deputy City Manager/City Clerk Leclercq, Deputy City Manager/Director of Operations Wiley, Finance Director Vassalotti, Parks and Recreation Director Keating. Assistant to the City Manager Felts, Chief of Police Deisler and Communication, Planning Director Schminke and Marketing Coordinator Johnson.

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)

City Clerk Leclercq introduced Eric Simonson, an applicant for the Historical Preservation Committee. Council interviewed Simonson. Following Simonson's interview, the following motion was made.

Motion: To appoint Eric Simonson to the Historical Preservation Committee. Nakai/Neal. Motion carried 7-0.

City Clerk Leclercq introduced Susan Janicki an applicant for the Parks and Recreation Advisory Board. Leclercq shared with Council that Janicki was an incumbent of the Parks and REcreation Advisory Board. Council interviewed Janicki. Following Janicki's interview, the following motion was made.

Motion: To appoint Susan Janicki to to the Parks and Recreation Advisory Board. Case/Nakai. Motion carried 7-0.

Following the motions, City Clerk Leclercq administered the Oath of Office to the appointees.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

None.

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)**

The following motion was made.

Motion: To approve both the 2022 Chipseal, Fogseal, and Crackseal Contract between the City of Woodland Park and A1 Chipseal for \$397,269.93 and the May 5, 2022 Regular City Council Meeting. Case/Nakai. Motion carried 7-0.

- 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)

No Public Comment.

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)

Planning Director Karen Schminke presented Ordinance No. 1422, Series 2022 on initial posting. There being no questions from the Council, the following motion was made.

Motion: To approve Ordinance No. 1422, on initial posting, a request by Skip Howes and the Tamarack Land Company for a CUP pursuant to 18.09.0909.G,1. Contractors & Construction Services use on 4.22 acres on a portion of W1/2 of SW 1/4 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 zone, and set the Public Hearing for June 2, 2022. Neal/Zuluaga. Motion carried 7-0.

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)

City Clerk Leclercq introduced James Deimler owner of the Red Diamon Gastro Pub. Red Diamond Gastro Truck dba Red Diamond Gastro Pub is seeking approval for the transfer of a liquor license located at 121 West Midland Avenue. City Clerk Leclercq shared that Red

Diamond Gastro Pub met all of the requirements and paid all of the applicable fees. Leclercq also shared that there were no issues as to moral character. Deimler shared what he was planning to do and serve at his restaurant. Mayor LaBarre opened up the Public Hearing. There being no Public Comment, Mayor LaBarre closed the Public Hearing. The following motion was made.

Motion: To approve 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. Ott/Nakai. Motion carried 7-0.

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)

City Manager Lawson reviewed Resolution No. 891. Lawson thanked the Council for passing the Emergency Resolution on Saturday. Lawson shared that the Resolution needed to be amended to add a termination date. The date for the Emergency Resolution was extended to June 18, 2022. There being no discussion or questions from the Council the following motion was made.

Motion: To approve Resolution No. 891. Zuluaga/Case, Motion carried 7-0.

11. REPORTS

(Public comment not necessary)

- A. Mayor's Report**

Mayor LaBarre shared the events of the next two weeks.

- B. Council Reports**

Councilmember Case shared an update of the Parks and Recreation Advisory Board.

Councilmember Connors shared the events that would be happening for Memorial Day at the Woodland Park Cemetery, Connors shared that he would like the Council to consider transferring \$1000 from the Council Budget to the Police Department to use for food and water during the wildfires. Councilmember Connors shared that he and Councilmember Zuluaga discussed the Council Liaison position to Keep Woodland Park Beautiful and that he would like to give his position as liaison to Councilmember Zuluaga. Mayor LaBarre and Council were all in agreement with this.

Councilmember Zuluaga shared that he would like the Council to consider using the Wildfire Fund created by the Council for monies needed for food etc. for the Police Department. He would like to encourage the citizens to donate to the fund rather than using the "public purse". The Council decided that this issue would be discussed at the next Council Meeting.

Councilmember Zuluaga shared that he and Councilmember Neal would like an agenda item to discuss the DDA contract with the City.

- C. City Attorney's Report**

No report.

D. City Manager's Report

- 1.** March 2022 Sales Tax Update **(A)**
(Presenter Finance Director Aaron Vassalotti)

Finance Director Vassalotti reviewed the March 2022 Sales Tax Update with the Council.

12. ADJOURNMENT

Mayor LaBarre adjourned the meeting at 7:52 PM.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2022

Hilary LaBarre, Mayor



City of Woodland Park Staff Report for City Council

Meeting Date: June 2, 2022

Agenda Item

Department

Presenter

5A

Finance

Aaron Vassalotti
Finance Director

ITEM:

April 2022 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

April 2022	
Accounts Payable Checks	678,151.53
Payroll Checks	406,292.21
Vectra Visa credit card EFT	24,819.03
CEBT	73,260.80
Total	1,182,523.57

The Elected Officials expenditures for April 2022 are attached as a separate report.

STAFF RECOMMENDATION:

Approve April 2022 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

City of Woodland Park
Year End Payment Register

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
72	EFT	A	WEX BANK	5187	1	11,178.38	0.00	11,178.38	04/06/2022	HP	42866
			fuel	79937880		11,178.38	0.00	11,178.38			
113817	CHK	A	ACE EQUIPMENT & SUPPLY	18	2	702.00	0.00	702.00	04/07/2022		42841
			CUTTING EDGE FOR SNOW BLADE	173433		351.00	0.00	351.00			
			CUTTING EDGE FOR SNOWBLADE	173434		351.00	0.00	351.00			
113818	CHK	A	BALDWIN, JEAN	4433	1	216.00	0.00	216.00	04/07/2022		42841
			ELECTION JUDGE	04012022		216.00	0.00	216.00			
113819	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	04/07/2022		42841
			ACCT. SUPPORT SERVICE	04032022		840.00	0.00	840.00			
113820	CHK	A	BRYCE W BROECKER	5372	1	117.00	0.00	117.00	04/07/2022		42841
			OFFICIAL - P&R	03212022		117.00	0.00	117.00			
113821	CHK	A	BSN SPORT SUPPLY GROUP INC.	3468	1	139.00	0.00	139.00	04/07/2022		42841
			VOLLEYBALL NET	916347663		139.00	0.00	139.00			
113822	CHK	A	CASEY'S LUMBER, INC.	123	1	550.00	0.00	550.00	04/07/2022		42841
			FENCE POSTS - B&G	19134		550.00	0.00	550.00			
113823	CHK	A	CENTURYLINK	4342	2	408.52	0.00	408.52	04/07/2022		42841
			03/2022 CHARGES	3252022		408.52	0.00	143.70			
			03/2022 CHARGES	3252022		408.52	0.00	264.82			
113824	CHK	A	CINTAS CORPORATION NO 2	4977	1	50.99	0.00	50.99	04/07/2022		42841
			UNIFORMS - FLEET	4114510161		50.99	0.00	50.99			
113825	CHK	A	CINTAS FIRE PROTECTION	3604	1	1,102.59	0.00	1,102.59	04/07/2022		42841
			FIRE INSPECTION - WAC	0F47564746		1,102.59	0.00	1,102.59			
113826	CHK	A	CIRSA	144	2	102,082.60	0.00	102,082.60	04/07/2022		42841
			2ND Q 2022 PROP/CASUALTY	220797		66,949.60	0.00	66,949.60			
			2ND Q 2022 WORKERS COMP	W22272		35,133.00	0.00	35,133.00			
113827	CHK	A	COLO STATE FOREST SERVICE	180	1	3,700.00	0.00	3,700.00	04/07/2022		42841
			BEETLE INSPECTION AND REPORT	92381		3,700.00	0.00	3,700.00			
113828	CHK	A	COLORADO CANYON SIGNS	115	1	675.00	0.00	675.00	04/07/2022		42841
			FIRE PREVENTION	22480		675.00	0.00	675.00			
113829	CHK	A	CREATIVE CONCEPTS OF AMERICA	2676	2	1,288.35	0.00	1,288.35	04/07/2022		42841
			SAFETY/UNIFORM - F&G	2893		1,002.60	0.00	1,002.60			
			CLOTHING - CITIZENS ACADEMY	2896		285.75	0.00	285.75			
113830	CHK	A	CROWN TROPHY	4177	1	952.02	0.00	952.02	04/07/2022		42841
			PLAQUE - MAYOR LEVY	50906		952.02	0.00	952.02			
113831	CHK	A	DEAN NELSON	5368	1	280.00	0.00	280.00	04/07/2022		42841
			ELECTION JUDGE	04012022		280.00	0.00	280.00			
113832	CHK	A	DOUTHIT, SHIRLEY R	4671	1	884.00	0.00	884.00	04/07/2022		42841
			ELECTION JUDGE	04012022		884.00	0.00	884.00			
113833	CHK	A	ECONO SIGNS AND BARRICADE	4831	1	275.67	0.00	275.67	04/07/2022		42841

City of Woodland Park
Year End Payment Register

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
			STREET SIGNAGE	10-973682		275.67	0.00	275.67			
113834	CHK	A	ENDRESS & HAUSER INC	5083	1	2,557.89	0.00	2,557.89	04/07/2022		42841
			EQUIP. - WWTP	6002312854		2,557.89	0.00	2,557.89			
113835	CHK	A	GEMPLER'S	4026	1	172.79	0.00	172.79	04/07/2022		42841
			SAFETY VESTS - STREETS	INV0004495759		172.79	0.00	172.79			
113836	CHK	A	GEORGIANNA DEPPEN	5028	1	344.00	0.00	344.00	04/07/2022		42841
			ELECTION JUDGE	04012022		344.00	0.00	344.00			
113837	CHK	A	GERALDINE HOLCROFT	5029	1	328.00	0.00	328.00	04/07/2022		42841
			ELECTION JUDGE	04012022		328.00	0.00	328.00			
113838	CHK	A	GRAINGER INC.	282	8	1,894.37	0.00	1,894.37	04/07/2022		42841
			WATER HOSE - WWTP	9195530598		127.10	0.00	127.10			
			TUBING - WWTP	9195630760		237.54	0.00	237.54			
			EQUIP. WWTP	9254232581		102.59	0.00	102.59			
			CIRCULAR SAW - WTP	9254393201		347.31	0.00	347.31			
			DOOR HOLDER - WTP	9254393219		23.46	0.00	23.46			
			KIT - WTP	9254393227		679.00	0.00	679.00			
			EQUIP. WWTP	9259539063		307.77	0.00	307.77			
			SUPPLIES - F&G	9261508015		69.60	0.00	69.60			
113839	CHK	A	GRAYBAR ELECTRIC CO., INC.	1661	1	219.37	0.00	219.37	04/07/2022		42841
			PC BOX	9325995261		219.37	0.00	219.37			
113840	CHK	A	HOLIDAY OUTDOOR DECOR	5370	1	6,018.24	0.00	6,018.24	04/07/2022		42841
			GARLAND FOR STREET LIGHTS	INV0710		6,018.24	0.00	6,018.24			
113841	CHK	A	HOME DEPOT CREDIT SERVICES	1758	1	1,753.45	0.00	1,753.45	04/07/2022		42841
			03/2022 CHARGES	3292022		1,753.45	0.00	1,753.45			
113842	CHK	A	HR GREEN FIBER & BROADBAND, LL	5124	1	8,371.00	0.00	8,371.00	04/07/2022		42841
			ADVISORY SERVICES - 2022	150706		8,371.00	0.00	8,371.00			
113843	CHK	A	IPVIDEO CORPORATION	5364	1	189.00	0.00	189.00	04/07/2022		42841
			TRAINING-EVERHART-WPPD	2374		189.00	0.00	189.00			
113844	CHK	A	IRON MOUNTAIN	1376	1	4,334.97	0.00	4,334.97	04/07/2022		42841
			2022-2023 STORAGE SERVICE	GLGZ380		4,334.97	0.00	4,334.97			
113845	CHK	A	JACK'S TIRE & OIL MANAGEMENT C	5215	1	147.26	0.00	147.26	04/07/2022		42841
			TIRE	B42666-88		147.26	0.00	147.26			
113846	CHK	A	JAMES RUMSEY	5367	1	348.00	0.00	348.00	04/07/2022		42841
			ELECTION JUDGE	04012022		348.00	0.00	348.00			
113847	CHK	A	JUDD'S GLASS & MIRROR	5340	1	279.00	0.00	279.00	04/07/2022		42841
			REPAIR #75	70266		279.00	0.00	279.00			
113848	CHK	A	KROGER-KING SOOPERS CUST CHGS	145	2	265.77	0.00	265.77	04/07/2022		42841
			01/22-02/22 CHARGES	3292022		265.77	0.00	254.41			
			01/22-02/22 CHARGES	3292022		265.77	0.00	11.36			
113849	CHK	A	LAWSON PRODUCTS, INC.	2935	1	72.36	0.00	72.36	04/07/2022		42841

City of Woodland Park
Year End Payment Register

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
			AERO SNOW FLOW - B&G	9309236198		72.36	0.00	72.36			
113850	CHK	A	MEBULBS	3794	1	1,050.39	0.00	1,050.39	04/07/2022		42841
			LED BULBS	38003491-01		1,050.39	0.00	1,050.39			
113851	CHK	A	MIDWEST CARD AND ID SOLUTIONS	5112	1	549.00	0.00	549.00	04/07/2022		42841
			SALAMANDER SUPPLIES	29272		549.00	0.00	549.00			
113852	CHK	A	CURT MCCULLY	1	1	150.00	0.00	150.00	04/07/2022		42841
			SCAFFOLD SETS	03292022		150.00	0.00	150.00			
113853	CHK	A	CHRIS HOGAN	1	1	59.00	0.00	59.00	04/07/2022		42841
			MEAL REIMBURSEMENT	04042022		59.00	0.00	59.00			
113854	CHK	A	STEVE VARNER	1	1	59.00	0.00	59.00	04/07/2022		42841
			TRAINING REIMBURSEMENT	04042022A		59.00	0.00	59.00			
113855	CHK	A	KRYSTAL MARSHALL	1	1	65.01	0.00	65.01	04/07/2022		42841
			UTILITY REFUND	2159.14		65.01	0.00	65.01			
113856	CHK	A	KENNETH & BRENDA SELLERS	1	1	27.14	0.00	27.14	04/07/2022		42841
			UTILITY DEPOSIT REFUND	4923.06		27.14	0.00	27.14			
113857	CHK	A	MOTOROLA SOLUTIONS, INC	5091	1	23,554.19	0.00	23,554.19	04/07/2022		42841
			CONSOLE RADIO MAINT. AGREEMENT	8230360633		23,554.19	0.00	23,554.19			
113858	CHK	A	OCCUPATIONAL HEALTH CENTERS OF	5300	1	230.00	0.00	230.00	04/07/2022		42841
			PRE-EMPLOYMENT - HARTMAN	15550675		230.00	0.00	230.00			
113859	CHK	A	PEAK INTERNET	3141	6	19,291.79	0.00	19,291.79	04/07/2022		42841
			04/2022 CHARGES	132764		15,806.36	0.00	1,156.48			
			04/2022 CHARGES	132764		15,806.36	0.00	800.00			
			04/2022 CHARGES	132764		15,806.36	0.00	800.00			
			04/2022 CHARGES	132764		15,806.36	0.00	13,049.88			
			04/22 CHARGES	132765		3,425.48	0.00	3,425.48			
			04/2022 CHARGES	407863		59.95	0.00	59.95			
113860	CHK	A	PEAK VIEW ROOFING LLC	5324	1	1,671.00	0.00	1,671.00	04/07/2022		42841
			ROOF REPAIR - F&G	100118		1,671.00	0.00	1,671.00			
113861	CHK	A	PRIORITY RESEARCH	4392	1	39.60	0.00	39.60	04/07/2022		42841
			BACKGROUND CHECKS	946400		39.60	0.00	39.60			
113862	CHK	A	QUADIANT, INC	5209	1	105.00	0.00	105.00	04/07/2022		42841
			04/22-07/22 SERVICE PACK	59155489		105.00	0.00	105.00			
113863	CHK	A	REBECCA ALLEN	5329	1	260.00	0.00	260.00	04/07/2022		42841
			03/2022 CHARGES - DDA	103A		260.00	0.00	260.00			
113864	CHK	A	RESERVE OUR GALLERY, LLC	5371	1	1,049.00	0.00	1,049.00	04/07/2022		42841
			DEPARTING COUNCIL MEMBER GIFTS	03182022		1,049.00	0.00	1,049.00			
113865	CHK	A	SANDRA DEE BOOK	5369	1	336.00	0.00	336.00	04/07/2022		42841
			ELECTION JUDGE	04042022		336.00	0.00	336.00			
113866	CHK	A	SCOTT WILLIAMS	5320	1	150.00	0.00	150.00	04/07/2022		42841

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			INSTRUCTOR - P&R	04052022		150.00	0.00	150.00			
113867	CHK	A	SEACHANGE PRINT INNOVATIONS	5216	1	14,557.89	0.00	14,557.89	04/07/2022		42841
			MAILING - 2022 ELECTION	41040		14,557.89	0.00	14,557.89			
113868	CHK	A	STATUS: CODE 4, INC	5101	1	100.00	0.00	100.00	04/07/2022		42841
			PEER SUPPORT MEETING	59		100.00	0.00	100.00			
113869	CHK	A	TELLER COUNTY WASTE	4158	1	350.00	0.00	350.00	04/07/2022		42841
			04/22 PORTABLE RESTROOMS	25959		350.00	0.00	350.00			
113870	CHK	A	TERESA L. BALDWIN	5366	1	304.00	0.00	304.00	04/07/2022		42841
			ELECTION JUDGE	04012022		304.00	0.00	304.00			
113871	CHK	A	TIMBER LINE ELEC/CONTROL CORP	1145	1	7,628.00	0.00	7,628.00	04/07/2022		42841
			SCADA Install Lower NWF	21412		7,628.00	0.00	7,628.00			
113872	CHK	A	UNITED REPROGRAPHIC SUPPLY	4285	1	98.00	0.00	98.00	04/07/2022		42841
			04/22 AGREEMENT	3667504		98.00	0.00	98.00			
113873	CHK	A	USA BLUEBOOK	1779	1	309.38	0.00	309.38	04/07/2022		42841
			LAB SUPPLIES - WTP	908515		309.38	0.00	309.38			
113874	CHK	A	WATERS CONSTRUCTION CO. INC	670	2	350.16	0.00	350.16	04/07/2022		42841
			USE TAX REFUND	L12942A		38.42	0.00	38.42			
			USE TAX REFUND	L73975A		311.74	0.00	311.74			
113875	CHK	A	WESTWOOD LAKES WATER DISTRICT	679	1	3,859.12	0.00	3,859.12	04/07/2022		42841
			02/22-03/22 WELLFIELD	03252022		3,859.12	0.00	3,859.12			
113876	CHK	A	WILSON WILLIAMS LLP	5287	1	16,493.05	0.00	16,493.05	04/07/2022		42841
			03/2022 LEGAL FEES	104		16,493.05	0.00	16,493.05			
113880	CHK	A	BALDWIN, JEAN	4433	1	272.00	0.00	272.00	04/14/2022		42861
			ELECTION JUDGE	04062022		272.00	0.00	272.00			
113881	CHK	A	BIRCHAM'S	75	1	654.06	0.00	654.06	04/14/2022		42861
			03/2022 USAGE	341793		654.06	0.00	654.06			
113882	CHK	A	BLAZER ELECTRIC SUPPLY OF COLO	4830	2	9,401.00	0.00	9,401.00	04/14/2022		42861
			STREET LIGHT POLES	S002280744.001		6,425.00	0.00	6,425.00			
			ELECTRICAL SUPPLIES - F&G	S002280744.003		2,976.00	0.00	2,976.00			
113883	CHK	A	CHAD MILDBRANDT	5159	1	107.00	0.00	107.00	04/14/2022		42861
			BARTENDING - UPCC	04112022		107.00	0.00	107.00			
113884	CHK	A	CONSPIRE!	3235	1	65.00	0.00	65.00	04/14/2022		42861
			DRUG SCREEN - ADAMS	21771		65.00	0.00	65.00			
113885	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	35,657.07	0.00	35,657.07	04/14/2022		42861
			02/22-04/22 CHARGES	04052022		35,657.07	0.00	9,382.21			
			02/22-04/22 CHARGES	04052022		35,657.07	0.00	9,948.87			
			02/22-04/22 CHARGES	04052022		35,657.07	0.00	6,125.24			
			02/22-04/22 CHARGES	04052022		35,657.07	0.00	10,200.75			
113886	CHK	A	DATE WITH PAINT	5352	1	295.00	0.00	295.00	04/14/2022		42861

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			INSTRUCTOR - P&R	04112022		295.00	0.00	295.00			
113887	CHK	A	DEAN NELSON ELECTION JUDGE	5368 04062022	1	288.00 288.00	0.00 0.00	288.00 288.00	04/14/2022		42861
113888	CHK	A	DOUTHIT, SHIRLEY R ELECTION JUDGE	4671 04062022	1	539.50 539.50	0.00 0.00	539.50 539.50	04/14/2022		42861
113889	CHK	A	EMPLOYERS COUNCIL SERVICES, IN BACKGROUND CHECK	5099 0000410775	1	290.00 290.00	0.00 0.00	290.00 290.00	04/14/2022		42861
113890	CHK	A	GAZETTE, THE LEGAL NOTICE - PL	276 03312022	1	63.62 63.62	0.00 0.00	63.62 63.62	04/14/2022		42861
113891	CHK	A	GEORGIANNA DEPPEN ELECTION JUDGE	5028 04062022	1	320.00 320.00	0.00 0.00	320.00 320.00	04/14/2022		42861
113892	CHK	A	GERALDINE HOLCROFT ELECTION JUDGE	5029 04062022	1	320.00 320.00	0.00 0.00	320.00 320.00	04/14/2022		42861
113893	CHK	A	HAYNES MECHANICAL SYSTEMS 03/22-05/22 PREVENTATIVE MAINT	3359 SRVCE000107714	1	2,238.00 2,238.00	0.00 0.00	2,238.00 2,238.00	04/14/2022		42861
113894	CHK	A	JAMES RUMSEY ELECTION JUDGE	5367 04062022	1	304.00 304.00	0.00 0.00	304.00 304.00	04/14/2022		42861
113895	CHK	A	LEXIS NEXIS ACCURINT 03/2022 CONTRACT FEE	3379 1209360-20220331	1	33.00 33.00	0.00 0.00	33.00 33.00	04/14/2022		42861
113896	CHK	A	FRANK & RAVEN SALVATO UTILITY REFUND	1 214.05	1	29.54 29.54	0.00 0.00	29.54 29.54	04/14/2022		42861
113897	CHK	A	RYAN LAURENCE UTILITY REFUND	1 5348.08	1	52.57 52.57	0.00 0.00	52.57 52.57	04/14/2022		42861
113898	CHK	A	B2G PROPERTY PEOPLE CO UTILITY REFUND	1 930.06	1	62.69 62.69	0.00 0.00	62.69 62.69	04/14/2022		42861
113899	CHK	A	NAPA AUTO PARTS 03/2022 CHARGES 03/2022 CHARGES 03/2022 CHARGES	2048 3312022 3312022 3312022	3	983.47 983.47 983.47 983.47	0.00 0.00 0.00 0.00	983.47 133.87 230.11 619.49	04/14/2022		42861
113900	CHK	A	NTOA MEMBERSHIP - EVERHART	1391 95908	1	50.00 50.00	0.00 0.00	50.00 50.00	04/14/2022		42861
113901	CHK	A	OCCUPATIONAL HEALTH CENTERS OF DRUG SCREENING	5300 1155530535	1	186.00 186.00	0.00 0.00	186.00 186.00	04/14/2022		42861
113902	CHK	A	PIKES PEAK REGIONAL BUILDING D 03/2022 PLAN FEES	4647 04052022	1	190.32 190.32	0.00 0.00	190.32 190.32	04/14/2022		42861
113903	CHK	A	PIKES PEAK TELEVISION, INC 03/22 WEATHER CAMERA CONTRACT	4663 597535-2	1	625.00 625.00	0.00 0.00	625.00 625.00	04/14/2022		42861
113904	CHK	A	PITNEY BOWES GLOBAL FINANCIAL	2479	1	90.00	0.00	90.00	04/14/2022		42861

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			04/22 POSTAGE METER LEASE	3315463841		90.00	0.00	90.00			
113905	CHK	A	PURCHASE POWER PITNEY BOWES	4423	1	370.85	0.00	370.85	04/14/2022		42861
			POSTAGE METER REFILL	03182022		370.85	0.00	370.85			
113906	CHK	A	SANDRA DEE BOOK	5369	1	312.00	0.00	312.00	04/14/2022		42861
			ELECTION JUDGE	04062022		312.00	0.00	312.00			
113907	CHK	A	TDS BROADBAND LLC	5335	1	92.45	0.00	92.45	04/14/2022		42861
			04/22-05/22 DIGITAL SIGN	03252022		92.45	0.00	92.45			
113908	CHK	A	TERESA L. BALDWIN	5366	1	296.00	0.00	296.00	04/14/2022		42861
			ELECTION JUDGE	04062022		296.00	0.00	296.00			
113909	CHK	A	TIAA COMMERCIAL FINANCE, INC	5175	1	653.40	0.00	653.40	04/14/2022		42861
			04/2022 COPIER CONTRACT	8846699		653.40	0.00	653.40			
113910	CHK	A	TIM GALBREATH	5376	1	26.00	0.00	26.00	04/14/2022		42861
			BARTENDING - UPCC	04112022		26.00	0.00	26.00			
113911	CHK	A	UTE PASS CONCRETE-SAND&GRAVEL	655	3	1,745.03	0.00	1,745.03	04/14/2022		42861
			PEA GRAVEL - WB HOLES	D58067		453.97	0.00	453.97			
			PEA GRAVEL - WB HOLES	D58069		643.55	0.00	643.55			
			PEA GRAVEL - WB HOLES	D58070		647.51	0.00	647.51			
113912	CHK	A	WEX HEALTH INC	5283	1	83.00	0.00	83.00	04/14/2022		42861
			03/20022 FSA	0001499823-IN		83.00	0.00	83.00			
113913	CHK	A	WIRELESS WATCHDOGS, LLC	5102	1	299.90	0.00	299.90	04/14/2022		42861
			WALL CHARGER/CABLE	IN0092868		299.90	0.00	299.90			
113914	CHK	A	WOODLAND HARDWARE & RENTAL	2739	2	544.88	0.00	544.88	04/14/2022		42861
			03/22 CHARGES	3312022		544.88	0.00	363.14			
			03/22 CHARGES	3312022		544.88	0.00	181.74			
75	EFT	A	COLO STATE DEPT OF REVENUE	183	2	546.56	0.00	546.56	04/20/2022	HP	42963
			1st QTR 2022 Revenue Sales Tax	04202022		546.56	0.00	549.39-			
			1st QTR 2022 Revenue Sales Tax	04202022		546.56	0.00	1,095.95			
113915	CHK	A	ACA SECURITY, INC	4212	1	330.00	0.00	330.00	04/21/2022		42875
			QUARTERLY MONITORING FEE	18898		330.00	0.00	330.00			
113916	CHK	A	AMERICAN WATER WORKS ASSOC	2147	1	355.00	0.00	355.00	04/21/2022		42875
			2022 AWWA DUES	7002006099		355.00	0.00	355.00			
113917	CHK	A	BADGER METER INC	4278	1	2,352.27	0.00	2,352.27	04/21/2022		42875
			CELLULAR LTE SERVICE UNIT	80094922		2,352.27	0.00	2,352.27			
113918	CHK	A	BEVERAGE DISTRIBUTORS	1132	1	640.93	0.00	640.93	04/21/2022		42875
			LIQUOR DELIVERY	343752233		640.93	0.00	640.93			
113919	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	2	943.12	0.00	943.12	04/21/2022		42875
			REPAIR #93	66126928		908.50	0.00	908.50			
			AIR FILTER	66126929		34.62	0.00	34.62			
113920	CHK	A	BRIAN E. BUNDY	5208	1	504.00	0.00	504.00	04/21/2022		42875

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			ACCT. SUPPORT SERVICES	04172022		504.00	0.00	504.00			
113921	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	111.40	0.00	111.40	04/21/2022		42875
			UNIFORM - TROEGER	22-10072		111.40	0.00	111.40			
113922	CHK	A	CASELLE INC	2356	2	498.00	0.00	498.00	04/21/2022		42875
			04/2022 CONTRACT	116153		498.00	0.00	323.70			
			04/2022 CONTRACT	116153		498.00	0.00	174.30			
113923	CHK	A	CHAD MILDBRANDT	5159	1	224.00	0.00	224.00	04/21/2022		42875
			BARTENDING - UPCC	04212022		224.00	0.00	224.00			
113924	CHK	A	CINTAS CORPORATION NO 2	4977	2	101.98	0.00	101.98	04/21/2022		42875
			UNIFORM - FLEET	4115192035		50.99	0.00	50.99			
			UNIFORM - FLEET	4115879134		50.99	0.00	50.99			
113925	CHK	A	CINTAS FIRE PROTECTION	3604	3	1,056.77	0.00	1,056.77	04/21/2022		42875
			ALARM MONITORING - WAC	OF47050922		458.00	0.00	458.00			
			ALARM MONITORING - UPCC	OF47050930		458.00	0.00	458.00			
			SPRINKLER SYSTEM INSPECTION-PD	OF47565153		140.77	0.00	140.77			
113926	CHK	A	CIRSA	144	1	2,500.00	0.00	2,500.00	04/21/2022		42875
			03/22 CLAIMS DEDUCTIBLE	220888		2,500.00	0.00	2,500.00			
113927	CHK	A	CITY FINANCE ACCTS REC	1914	1	1,000.00	0.00	1,000.00	04/21/2022		42875
			POLICE RADIOS	RAD2232		1,000.00	0.00	1,000.00			
113928	CHK	A	COLORADO ADVERTISING PRODUCTS	4602	1	551.39	0.00	551.39	04/21/2022		42875
			AP CHECK STOCK	7223		551.39	0.00	551.39			
113929	CHK	A	COLORADO ANALYTICAL LAB	4028	4	1,711.20	0.00	1,711.20	04/21/2022		42875
			LAB SERVICES - WWTP	220315004		983.40	0.00	983.40			
			LAB SERVICES-WWTP	220315008		474.80	0.00	474.80			
			LAB SERVICES - WWTP	220405149		119.00	0.00	119.00			
			LAB SERVICES - WWTP	220405151		134.00	0.00	134.00			
113930	CHK	A	CREATIVE SERVICES OF NEW ENGLA	5235	1	348.95	0.00	348.95	04/21/2022		42875
			OFFICER PATCHES	C22-26054		348.95	0.00	348.95			
113931	CHK	A	CROWN TROPHY	4177	1	103.75	0.00	103.75	04/21/2022		42875
			NAME BADGES - COUNCIL	51034		103.75	0.00	103.75			
113932	CHK	A	DEEP ROCK	5263	1	108.80	0.00	108.80	04/21/2022		42875
			WATER DELIVERY	21072370041622		108.80	0.00	108.80			
113933	CHK	A	ENGER, JANE	3876	1	41.25	0.00	41.25	04/21/2022		42875
			INSTRUCTOR - P&R	04142022		41.25	0.00	41.25			
113934	CHK	A	ENVIROTECH SERVICES INC	5170	4	14,063.83	0.00	14,063.83	04/21/2022		42875
			ICE SLICER - STREETS	CD202212080		3,518.44	0.00	3,518.44			
			ICE SLICER - STREETS	CD202212081		3,432.10	0.00	3,432.10			
			ICE SLICER - STREETS	CD202212374		3,555.23	0.00	3,555.23			
			ICE SLICER - STREETS	CD202212375		3,558.06	0.00	3,558.06			
113935	CHK	A	GALLS, LLC	5221	3	416.54	0.00	416.54	04/21/2022		42875
			UNIFORM - PD	020662387		123.00	0.00	123.00			

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			UNIFORM	020786069		64.25	0.00	64.25			
			UNIFORM - WPPD	020808357		229.29	0.00	229.29			
113936	CHK	A	GEMPLER'S	4026	1	34.40	0.00	34.40	04/21/2022		42875
			SAFETY VESTS - STREETS	INV0004496789		34.40	0.00	34.40			
113937	CHK	A	GLASER GAS, INC.	3244	1	70.00	0.00	70.00	04/21/2022		42875
			PROPANE - ZAMBONI	98475		70.00	0.00	70.00			
113938	CHK	A	GRAINGER INC.	282	3	418.56	0.00	418.56	04/21/2022		42875
			SUPPLIES - WWTP	9264653750		205.18	0.00	205.18			
			HAND SOAP - F&G	9267903434		61.16	0.00	61.16			
			FAUCETS - WWTP	9270775712		152.22	0.00	152.22			
113939	CHK	A	HAYNES MECHANICAL SYSTEMS	3359	1	1,412.00	0.00	1,412.00	04/21/2022		42875
			REPLACE MOTOR ASSEMBLY-WAC	SRVCE000106555		1,412.00	0.00	1,412.00			
113940	CHK	A	HOLMAN	4630	1	446.00	0.00	446.00	04/21/2022		42875
			#6 REPAIR	1849134		446.00	0.00	446.00			
113941	CHK	A	IMAGE BEARERS CLEANING LLC	5082	1	4,112.00	0.00	4,112.00	04/21/2022		42875
			04/2022 CLEANING CONTRACT	3104		4,112.00	0.00	4,112.00			
113942	CHK	A	JACK'S TIRE & OIL MANAGEMENT C	5215	1	524.80	0.00	524.80	04/21/2022		42875
			TIRES	B58809-88		524.80	0.00	524.80			
113943	CHK	A	KEEP AMERICA BEAUTIFUL INC	3105	1	60.00	0.00	60.00	04/21/2022		42875
			ANNUAL SERVICE FEE	AF-220248		60.00	0.00	60.00			
113944	CHK	A	KUBWATER RESOURCES INC	4643	1	4,250.52	0.00	4,250.52	04/21/2022		42875
			COMPOST - WWTP	10969		4,250.52	0.00	4,250.52			
113945	CHK	A	LEVENTE BOTONO RACZ	5293	1	177.12	0.00	177.12	04/21/2022		42875
			D.R.E.TRAINING-REIMB.	04192022		177.12	0.00	177.12			
113946	CHK	A	MEBULBS	3794	2	1,180.40	0.00	1,180.40	04/21/2022		42875
			LIGHTING - F&G	38171678-01		680.83	0.00	680.83			
			LIGHTING SUPPLIES - F&G	38211678-01		499.57	0.00	499.57			
113947	CHK	A	CAROLYN & LEGRAND LAMB	1	3	198.87	0.00	198.87	04/21/2022		42875
			UTILITY REFUND	2264.11		198.87	0.00	6.37			
			UTILITY REFUND	2264.11		198.87	0.00	87.59			
			UTILITY REFUND	2264.11		198.87	0.00	104.91			
113948	CHK	A	DAWN STEEL	1	1	690.49	0.00	690.49	04/21/2022		42875
			RESTITUTION 22MD22	4132022		690.49	0.00	690.49			
113949	CHK	A	KIMBERLY PURKEY	1	1	11.00	0.00	11.00	04/21/2022		42875
			REFUND-OVERPAYMENT-22TR91	41922		11.00	0.00	11.00			
113950	CHK	A	COLORADO MOUNTAIN BUILDERS	1	1	81.64	0.00	81.64	04/21/2022		42875
			UTILITY REFUND	6095.01		81.64	0.00	81.64			
113951	CHK	A	CAROLINE ROMINE	1	3	15.82	0.00	15.82	04/21/2022		42875
			UTILITY REFUND	622.14		15.82	0.00	0.47			
			UTILITY REFUND	622.14		15.82	0.00	7.22			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			UTILITY REFUND	622.14		15.82	0.00	8.13			
113952	CHK	A	O'REILLY AUTOMOTIVE STORES, IN	4531	1	83.52	0.00	83.52	04/21/2022		42875
			03/2022 CHARGES	3282022		83.52	0.00	83.52			
113953	CHK	A	PAVEMENT REPAIR & SUPPLIES INC	3202	1	1,090.00	0.00	1,090.00	04/21/2022		42875
			PAVEMENT REPAIR - ST	2022-789		1,090.00	0.00	1,090.00			
113954	CHK	A	PEAK VIEW ROOFING LLC	5324	1	1,116.00	0.00	1,116.00	04/21/2022		42875
			ROOF REPAIR - CITY HALL	100194		1,116.00	0.00	1,116.00			
113955	CHK	A	PERKINS MOTOR CITY DODGE	2354	1	173.75	0.00	173.75	04/21/2022		42875
			#28 - REPAIR	504999CHW		173.75	0.00	173.75			
113956	CHK	A	POTESTIO BROTHERS EQUIP INC	2312	3	1,239.48	0.00	1,239.48	04/21/2022		42875
			#53 REPAIR	72985C		98.48	0.00	98.48			
			#53 REPAIR	73054C		275.94	0.00	275.94			
			IMPELLER	9845K		865.06	0.00	865.06			
113957	CHK	A	R.N.D.C.	3871	1	184.94	0.00	184.94	04/21/2022		42875
			LIQUOR DELIVERY	6567638		184.94	0.00	184.94			
113958	CHK	A	REXEL USA, INC	2818	3	508.23	0.00	508.23	04/21/2022		42875
			PARTS - WWTP	S133277723.001		193.90	0.00	193.90			
			PARTS - WWTP	S133277723.002		133.69	0.00	133.69			
			PARTS - WWTP	S133277723.003		180.64	0.00	180.64			
113959	CHK	A	SILL-TERHAR MOTORS INC	4533	1	55,535.00	0.00	55,535.00	04/21/2022		42875
			2022 Ford F250 Snowplow & Sand	162760		55,535.00	0.00	55,535.00			
113960	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI	2805	1	209.76	0.00	209.76	04/21/2022		42875
			LIQUOR DELIVERY	2785386		209.76	0.00	209.76			
113961	CHK	A	RED BARON CAR WASH	4191	2	343.00	0.00	343.00	04/21/2022		42875
			03/2022 CHARGES	2031		343.00	0.00	296.00			
			03/2022 CHARGES	2031		343.00	0.00	47.00			
113962	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	1	2,230.10	0.00	2,230.10	04/21/2022		42875
			CHEMICALS - WAC	88228		2,230.10	0.00	2,230.10			
113963	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	149.50	0.00	149.50	04/21/2022		42875
			UTILITY LOCATES	222031524		149.50	0.00	97.17			
			UTILITY LOCATES	222031524		149.50	0.00	52.33			
113964	CHK	A	USA BLUEBOOK	1779	1	69.81	0.00	69.81	04/21/2022		42875
			WRENCH - WWTP	932262		69.81	0.00	69.81			
113965	CHK	A	VENDOR MANAGEMENT CONSULTING	5378	1	355.12	0.00	355.12	04/21/2022		42875
			5TH Q ANALYSIS-TRASH SAVINGS	1218		355.12	0.00	355.12			
113966	CHK	A	WAXIE SANITARY SUPPLY	4189	2	385.86	0.00	385.86	04/21/2022		42875
			CUSTODIAL SUPPLIES - WAC	80788493		308.38	0.00	308.38			
			SPRAY GUN - WAC	80823247		77.48	0.00	77.48			
113967	CHK	A	WHISLER INDUSTRIAL SUPPLY	682	1	643.84	0.00	643.84	04/21/2022		42875
			SUPPLIES - WWTP	2420300		643.84	0.00	643.84			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
113968	CHK	A	WIRELESS WATCHDOGS, LLC	5102	1	316.00	0.00	316.00	04/21/2022		42875
			03/22 MAINTENANCE	IN0093148		316.00	0.00	316.00			
113971	CHK	A	BADGER METER INC	4278	1	11,300.00	0.00	11,300.00	04/28/2022		42898
			Badger Meter Upgrade Project	1498212		11,300.00	0.00	11,300.00			
113972	CHK	A	BEDROCK LLC	5290	1	6,351.60	0.00	6,351.60	04/28/2022		42898
			MULCH - 3 PLAYGROUNDS	79590		6,351.60	0.00	6,351.60			
113973	CHK	A	BSN SPORT SUPPLY GROUP INC.	3468	1	934.99	0.00	934.99	04/28/2022		42898
			SOCCER & TENNIS EQUIPMENT	916534744		934.99	0.00	934.99			
113974	CHK	A	CCP INDUSTRIES	4180	4	624.81	0.00	624.81	04/28/2022		42898
			WIPER - WWTP	IN02963326		125.18	0.00	125.18			
			SUPPLIES - WWTP	IN02966749		212.25	0.00	212.25			
			SUPPLIES - WWTP	IN02966765		98.58	0.00	98.58			
			SUPPLIES - WWTP	IN02980374		188.80	0.00	188.80			
113975	CHK	A	CINTAS CORPORATION NO 2	4977	1	77.42	0.00	77.42	04/28/2022		42898
			UNIFORMS - FLEET	4116580359		77.42	0.00	77.42			
113976	CHK	A	CINTAS FIRE PROTECTION	3604	1	741.77	0.00	741.77	04/28/2022		42898
			LABOR, PARTS - PD	OF47050961		741.77	0.00	741.77			
113977	CHK	A	COLO DEPT OF PUBLIC HEALTH	1057	1	767.92	0.00	767.92	04/28/2022		42898
			BIOSOLIDS FEE-CO0043214	WB661124063		767.92	0.00	767.92			
113978	CHK	A	CORE & MAIN LP	4980	1	25.28	0.00	25.28	04/28/2022		42898
			GASKETS - ADAPTER	Q308948		25.28	0.00	25.28			
113979	CHK	A	CSU ENVIRONMENTAL QUALITY LAB	2660	1	180.00	0.00	180.00	04/28/2022		42898
			COMPOST TESTING	EQL:5344		180.00	0.00	180.00			
113980	CHK	A	DOCUMART COPIES & PRINTING	3252	4	330.00	0.00	330.00	04/28/2022		42898
			BUS.CARDS-LABARRE, NEAL, CASE	369853		165.00	0.00	165.00			
			BUSINESS CARDS - OTT	369887		55.00	0.00	55.00			
			BUSINESS CARDS - CONNORS	369888		55.00	0.00	55.00			
			BUSINESS CARDS - ZULUAGA	369891		55.00	0.00	55.00			
113981	CHK	A	EL PASO CTY PUBLIC HEALTH LABO	241	1	252.00	0.00	252.00	04/28/2022		42898
			BACTERIOLOGICAL TESTS-WTP	033122		252.00	0.00	252.00			
113982	CHK	A	FOXWORTH-GALBRAITH LUMBER CO	96	1	1,319.52	0.00	1,319.52	04/28/2022		42898
			04/2022 CHARGES	3312022		1,319.52	0.00	1,319.52			
113983	CHK	A	GLASER GAS, INC.	3244	1	38.00	0.00	38.00	04/28/2022		42898
			PROPANE	96831		38.00	0.00	38.00			
113984	CHK	A	GOVOS	5349	1	2,120.50	0.00	2,120.50	04/28/2022		42898
			05/22 VRBO MONITORING	INV-KSW-003931		2,120.50	0.00	2,120.50			
113985	CHK	A	GRACE JOHNSON	5156	1	47.00	0.00	47.00	04/28/2022		42898
			BARTENDING - UPCC	04252022		47.00	0.00	47.00			
113986	CHK	A	GRAINGER INC.	282	1	219.65	0.00	219.65	04/28/2022		42898
			SUPPLIES - WTP	9277079886		219.65	0.00	219.65			

City of Woodland Park
Year End Payment Register

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
113987	CHK	A	HR GREEN FIBER & BROADBAND, LL	5124	1	8,386.00	0.00	8,386.00	04/28/2022		42898
			Fiber Optic Concept Design Ser	151613		8,386.00	0.00	8,386.00			
113988	CHK	A	JDS - HYDRO CONSULTANTS, INC.	2894	1	10,498.75	0.00	10,498.75	04/28/2022		42898
			03/2022 DISINFECTION	INV-0322-1184		10,498.75	0.00	10,498.75			
113989	CHK	A	JUDD'S GLASS & MIRROR	5340	1	324.00	0.00	324.00	04/28/2022		42898
			#12 REPAIR	70607		324.00	0.00	324.00			
113990	CHK	A	K&K TREE SERVICE/CHIPPING LLC	3995	1	3,500.00	0.00	3,500.00	04/28/2022		42898
			LOGS-PARKING BARRIER MEADOWOOD	100420-22		3,500.00	0.00	3,500.00			
113991	CHK	A	KNIGHTON ERB & COMPANY LLC	4951	1	250.00	0.00	250.00	04/28/2022		42898
			IVERSON TRUST	25596		250.00	0.00	250.00			
113992	CHK	A	MCCANDLESS TRUCK CENTER LLC	2792	2	806.87	0.00	806.87	04/28/2022		42898
			#20 REPAIR	P103093391:01		806.87	0.00	524.46			
			#20 REPAIR	P103093391:01		806.87	0.00	282.41			
113993	CHK	A	TIM GALBREATH	1	1	13.02	0.00	13.02	04/28/2022		42898
			REIMBURSE MEETING MEAL	04262022		13.02	0.00	13.02			
113994	CHK	A	STACKED HANDS LLC	1	3	90.33	0.00	90.33	04/28/2022		42898
			UTILITY REFUND	1212.10		90.33	0.00	28.29			
			UTILITY REFUND	1212.10		90.33	0.00	46.67			
			UTILITY REFUND	1212.10		90.33	0.00	15.37			
113995	CHK	A	ONSET COMPUTER CORPORATION	1	1	60.00	0.00	60.00	04/28/2022		42898
			ADAPTER CABLE - WWTP	227730		60.00	0.00	60.00			
113996	CHK	A	ERIC FISCHER	1	1	59.00	0.00	59.00	04/28/2022		42898
			REFUND - YOUTH BASEBALL	37747683		59.00	0.00	59.00			
113997	CHK	A	CARLA & ZACHARY TOKACH	1	3	124.56	0.00	124.56	04/28/2022		42898
			UTILITY REFUND	6084.02		124.56	0.00	54.94			
			UTILITY REFUND	6084.02		124.56	0.00	65.67			
			UTILITY REFUND	6084.02		124.56	0.00	3.95			
113998	CHK	A	MPLC MOTION PICTURE LICENSING	3606	1	137.55	0.00	137.55	04/28/2022		42898
			04/22-04/23 LICENSE-WAC	504401692		137.55	0.00	137.55			
113999	CHK	A	PETTY CASH - WPPD	2067	1	299.12	0.00	299.12	04/28/2022		42898
			PETTY CASH CHECK REQUEST04	04262022		299.12	0.00	299.12			
114000	CHK	A	PHIL LONG FORD	504	1	17.07	0.00	17.07	04/28/2022		42898
			#51 - HOSE	888456		17.07	0.00	17.07			
114001	CHK	A	PIKES PEAK AUTO BODY SPEC, INC	862	1	2,101.85	0.00	2,101.85	04/28/2022		42898
			REPAIR #49	22073		2,101.85	0.00	2,101.85			
114002	CHK	A	PURCHASE POWER PITNEY BOWES	4423	1	41.81	0.00	41.81	04/28/2022		42898
			FINANCE & LATE CHARGES	04182022		41.81	0.00	41.81			
114003	CHK	A	REXEL USA, INC	2818	1	267.38	0.00	267.38	04/28/2022		42898
			SUPPLIES - WWTP	S133277723.004		267.38	0.00	267.38			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
114004	CHK	A	ROSS ELECTRIC-ENTERPRISE, INC	3139	2	20,674.90	0.00	20,674.90	04/28/2022		42898
			Sunnywood Booster station Upg	120695		14,576.90	0.00	14,576.90			
			SUNNYWOOD BOOSTER STATION UPGR	120695B		6,098.00	0.00	6,098.00			
114005	CHK	A	SGS ACCUTEST INC.	4859	1	208.00	0.00	208.00	04/28/2022		42898
			02/2022 WATER QUALITY TEST	52160135481		208.00	0.00	208.00			
114006	CHK	A	SITEONE LANDSCAPE SUPPLY	5284	1	488.14	0.00	488.14	04/28/2022		42898
			SUPPLIES - F&G	118130489-001		488.14	0.00	488.14			
114007	CHK	A	TELLER COUNTY WASTE	4158	4	775.75	0.00	775.75	04/28/2022		42898
			2021-2023 Contract Disposal	4052022		775.75	0.00	39.00			
			2021-2023 Contract Disposal	4052022		775.75	0.00	88.75			
			2021-2023 Contract Disposal	4052022		775.75	0.00	510.00			
			2021-2023 Contract Disposal	4052022		775.75	0.00	138.00			
114008	CHK	A	UNITED REPROGRAPHIC SUPPLY	4285	1	98.00	0.00	98.00	04/28/2022		42898
			05/2022 AGREEMENT	3699822		98.00	0.00	98.00			
114009	CHK	A	UPS STORE #1374	416	3	181.51	0.00	181.51	04/28/2022		42898
			03/2022 CHARGES	3312022		181.51	0.00	60.94			
			03/2022 CHARGES	3312022		181.51	0.00	47.50			
			03/2022 CHARGES	3312022		181.51	0.00	73.07			
114010	CHK	A	USA BLUEBOOK	1779	1	146.34	0.00	146.34	04/28/2022		42898
			SUPPLIES - WTP	945340		146.34	0.00	146.34			
114011	CHK	A	VERIZON	3856	5	3,728.78	0.00	3,728.78	04/28/2022		42898
			02/22-03/22 CHARGES	9902777003		3,728.78	0.00	199.96			
			02/22-03/22 CHARGES	9902777003		3,728.78	0.00	2,985.54			
			02/22-03/22 CHARGES	9902777003		3,728.78	0.00	264.25			
			02/22-03/22 CHARGES	9902777003		3,728.78	0.00	82.58			
			02/22-03/22 CHARGES	9902777003		3,728.78	0.00	196.45			
114012	CHK	A	WAXIE SANITARY SUPPLY	4189	2	397.22	0.00	397.22	04/28/2022		42898
			CUSTODIAL SUPPLIES - F&G	80805780		39.32	0.00	39.32			
			CUSTODIAL SUPPLIES - F&G	80823353		357.90	0.00	357.90			
114013	CHK	A	WINTER EQUIPMENT COMPANY INCOR	5379	1	986.86	0.00	986.86	04/28/2022		42898
			PLOW PARTS - ST	SO49329		986.86	0.00	986.86			
114014	CHK	A	WOODLAND PARK SCHOOL DIST RE-2	1262	1	188,357.33	0.00	188,357.33	04/28/2022		42898
			02/2022 SALES TAX	04182022		188,357.33	0.00	188,357.33			
REGISTER TOTALS			Checks: 195	Voids: 0	272	678,151.53	0.00	678,151.53			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
18836	Maintenance Worker II Street	1	837.89	163.42	674.47	4/8/2022
18837	Lifeguard	1	549.50	65.18	484.32	4/8/2022
18838	Lifeguard	1	276.32	27.14	249.18	4/8/2022
18839	Chief of Police	1	2,134.43	574.16	1,560.27	4/8/2022
18840	Lifeguard	1	503.83	55.12	448.71	4/8/2022
18841	Lifeguard	1	367.38	38.11	329.27	4/8/2022
18842	Lifeguard	1	401.92	41.75	360.17	4/8/2022
18843	Lifeguard	1	332.84	33.47	299.37	4/8/2022
18844	Lifeguard	1	197.82	17.13	180.69	4/8/2022
18845	Maint. Worker I - PBG	1	1,312.12	357.29	954.83	4/8/2022
18846	Fleet Mechanic I	1	906.40	139.66	766.74	4/22/2022
18847	Lifeguard	1	449.02	47.35	401.67	4/22/2022
18848	Lifeguard	1	242.21	22.53	219.68	4/22/2022
18849	Maintenance Worker II	1	392.00	33.98	358.02	4/22/2022
18850	Dispatcher I	1	772.00	110.65	661.35	4/22/2022
18851	Lifeguard	1	323.42	32.74	290.68	4/22/2022
18852	Lifeguard	1	194.68	16.89	177.79	4/22/2022
18853	Lifeguard	1	208.00	15.92	192.08	4/22/2022
18854	Maint. Worker I - PBG	1	1,312.12	357.29	954.83	4/22/2022
18855	Fitness Instructor	1	60.90	4.66	56.24	4/22/2022
18856	Maintenance Worker II Street	1	749.60	141.23	608.37	4/22/2022
49090	Finance Technician	1	1,674.20	432.96	1,241.24	4/8/2022
49091	Corporal	1	2,683.20	589.01	2,094.19	4/8/2022
49092	Dispatcher II	1	1,995.66	543.15	1,452.51	4/8/2022
49093	Police Officer I	1	2,444.12	592.91	1,851.21	4/8/2022
49094	IT Manager	1	3,417.52	1,154.19	2,263.33	4/8/2022
49095	Dispatcher I	1	1,650.04	430.23	1,219.81	4/8/2022
49096	Utility Billing Techni	1	1,859.20	629.63	1,229.57	4/8/2022
49097	Planning and Building	1	2,406.64	740.22	1,666.42	4/8/2022
49098	Water Fitness Instruct	1	420.03	37.13	382.90	4/8/2022
49099	WWTO	1	1,851.06	506.93	1,344.13	4/8/2022
49100	WTO	1	2,846.40	1,327.04	1,519.36	4/8/2022
49101	MUNICIPAL COURT CLERK	1	997.91	206.11	791.80	4/8/2022
49102	Police Officer II	1	2,318.20	418.33	1,899.87	4/8/2022
49103	Sergeant	1	2,783.56	1,282.99	1,500.57	4/8/2022
49104	Assistant Dispatch Supervisor	1	2,045.56	647.71	1,397.85	4/8/2022
49105	Lifeguard	1	486.70	67.63	419.07	4/8/2022
49106	Police Officer I	1	3,018.04	602.55	2,415.49	4/8/2022
49107	Lifeguard	1	1,410.00	199.25	1,210.75	4/8/2022
49108	Maintenance Worker I -	1	1,410.52	281.23	1,129.29	4/8/2022
49109	Accounting Manager	1	2,826.32	957.67	1,868.65	4/8/2022
49110	Event Center Coordinat	1	1,872.28	600.79	1,271.49	4/8/2022
49111	Detective/MPO	1	4,242.55	1,105.13	3,137.42	4/8/2022
49112	Assistant to the City	1	2,765.29	879.68	1,885.61	4/8/2022
49113	Lifeguard	1	292.02	28.33	263.69	4/8/2022
49114	PT Snow Plowing	1	355.58	29.21	326.37	4/8/2022
49115	Police Officer I	1	2,550.82	602.16	1,948.66	4/8/2022
49116	Sports Coordinator	1	1,789.95	432.81	1,357.14	4/8/2022
49117	Maintenance Worker I -	1	1,353.71	528.19	825.52	4/8/2022
49118	Lifeguard	1	373.66	38.58	335.08	4/8/2022

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Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
49119	Interim Chief of Polic	1	5,221.15	1,145.85	4,075.30	4/8/2022
49120	PD Admin Assist/Teen C	1	2,163.22	634.28	1,528.94	4/8/2022
49121	Maitenance Worker III	1	886.40	206.52	679.88	4/8/2022
49122	Finance Admin. Asst./C	1	1,676.00	576.69	1,099.31	4/8/2022
49123	Sergeant	1	3,080.18	1,129.32	1,950.86	4/8/2022
49124	Police Officer	1	2,084.60	257.00	1,827.60	4/8/2022
49125	Dispatch II	1	2,008.36	463.05	1,545.31	4/8/2022
49126	HR Generalist	1	2,566.53	968.59	1,597.94	4/8/2022
49127	Water Treatment Operat	1	2,377.24	532.38	1,844.86	4/8/2022
49128	Communication and Mark	1	1,985.16	508.60	1,476.56	4/8/2022
49129	Police Officer I	1	2,101.85	378.04	1,723.81	4/8/2022
49130	Pool Attendant	1	182.12	14.93	167.19	4/8/2022
49131	Lifeguard	1	405.06	41.99	363.07	4/8/2022
49132	Parks and Rec Director	1	3,795.48	1,366.05	2,429.43	4/8/2022
49133	Lifeguard	1	452.16	48.59	403.57	4/8/2022
49134	Lifeguard	1	1,087.50	227.71	859.79	4/8/2022
49135	City Manager	1	5,346.16	1,691.11	3,655.05	4/8/2022
49136	City Clerk/Deputy City	1	4,174.85	2,257.26	1,917.59	4/8/2022
49137	Corporal	1	2,619.33	763.67	1,855.66	4/8/2022
49138	Dispatcher II	1	2,337.28	668.05	1,669.23	4/8/2022
49139	WWTO	1	1,499.20	469.35	1,029.85	4/8/2022
49140	Crew Chief - Fleet	1	3,009.72	1,250.58	1,759.14	4/8/2022
49141	Police Officer	1	2,401.61	535.34	1,866.27	4/8/2022
49142	Maintenance Worker I P	1	1,336.72	308.99	1,027.73	4/8/2022
49143	P&R Sports Site Supv	1	127.46	9.76	117.70	4/8/2022
49144	UPCC-ASSISTANT	1	547.92	97.72	450.20	4/8/2022
49145	Admin Assistant P&R	1	1,698.40	461.56	1,236.84	4/8/2022
49146	Dispatcher	1	1,719.18	341.30	1,377.88	4/8/2022
49147	Victim Advocate	1	350.00	28.78	321.22	4/8/2022
49148	Victims Advocate Coord	1	2,331.43	1,431.26	900.17	4/8/2022
49149	Code Enforcement	1	1,920.00	645.91	1,274.09	4/8/2022
49150	Construction Inspector	1	3,703.04	1,088.36	2,614.68	4/8/2022
49151	Police Officer I	1	3,435.89	951.27	2,484.62	4/8/2022
49152	Lifeguard	1	244.92	22.74	222.18	4/8/2022
49153	Maint. Worker II - Str	1	2,558.16	777.86	1,780.30	4/8/2022
49154	Front Desk Representative/Lif	1	813.75	161.92	651.83	4/8/2022
49155	Police Officer II	1	3,275.88	1,196.77	2,079.11	4/8/2022
49156	Planning Director	1	3,910.31	1,843.40	2,066.91	4/8/2022
49157	City Engineer	1	4,423.08	1,211.40	3,211.68	4/8/2022
49158	Utilities Technician	1	2,524.09	1,133.75	1,390.34	4/8/2022
49159	Permit Technician	1	902.80	261.34	641.46	4/8/2022
49160	WWTO	1	2,574.17	903.25	1,670.92	4/8/2022
49161	Lifeguard	1	790.25	136.46	653.79	4/8/2022
49162	Lifeguard	1	175.23	14.41	160.82	4/8/2022
49163	WWTP Chief Operator	1	3,290.93	1,356.74	1,934.19	4/8/2022
49164	Lifeguard	1	458.93	49.11	409.82	4/8/2022
49165	Fleet Mechanic II	1	2,329.32	688.17	1,641.15	4/8/2022
49166	Lifeguard	1	744.18	108.54	635.64	4/8/2022
49167	PR Sports Site Supervi	1	151.00	11.55	139.45	4/8/2022
49168	Lifeguard	1	571.48	70.06	501.42	4/8/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
49169	Dispatch Supervisor	1	2,400.18	911.72	1,488.46	4/8/2022
49170	Police Officer I	1	3,177.22	974.15	2,203.07	4/8/2022
49171	Maint. Worker III - St	1	3,048.32	1,061.01	1,987.31	4/8/2022
49172	Crew Chief - PBG	1	2,575.18	602.84	1,972.34	4/8/2022
49173	Finance Director	1	3,916.84	1,131.27	2,785.57	4/8/2022
49174	Police Officer II	1	2,565.14	616.89	1,948.25	4/8/2022
49175	Maint. Worker I - PBG	1	1,916.26	393.57	1,522.69	4/8/2022
49176	Aquatic Manager	1	2,272.38	683.27	1,589.11	4/8/2022
49177	WTP CHIEF OPERATOR	1	3,758.33	2,126.23	1,632.10	4/8/2022
49178	Assistant Aquatic Mana	1	1,825.76	593.84	1,231.92	4/8/2022
49179	Utilities Director/Dep	1	4,867.41	2,157.39	2,710.02	4/8/2022
49180	Lifeguard	1	226.08	20.29	205.79	4/8/2022
49181	Lifeguard	1	47.10	3.61	43.49	4/8/2022
49182	Lifeguard	1	87.92	6.73	81.19	4/8/2022
49183	Front Desk Representat	1	833.90	121.18	712.72	4/8/2022
49184	WTO	1	1,674.20	322.35	1,351.85	4/8/2022
49185	Maintenance Worker II Street	1	1,615.20	383.78	1,231.42	4/22/2022
49186	Finance Technician	1	1,499.20	399.08	1,100.12	4/22/2022
49187	Corporal	1	3,161.15	675.30	2,485.85	4/22/2022
49188	Dispatcher II	1	1,995.66	543.16	1,452.50	4/22/2022
49189	Police Officer I	1	2,444.12	592.91	1,851.21	4/22/2022
49190	IT Manager	1	3,242.52	1,094.30	2,148.22	4/22/2022
49191	Dispatcher I	1	1,590.40	416.50	1,173.90	4/22/2022
49192	Utility Billing Techni	1	1,859.20	629.62	1,229.58	4/22/2022
49193	Planning and Building	1	2,417.61	743.37	1,674.24	4/22/2022
49194	Water Fitness Instruct	1	549.27	57.96	491.31	4/22/2022
49195	WWTO	1	1,851.06	506.94	1,344.12	4/22/2022
49196	WTO	1	2,134.80	1,100.86	1,033.94	4/22/2022
49197	MUNICIPAL COURT CLERK	1	920.60	187.92	732.68	4/22/2022
49198	Police Officer II	1	2,524.96	455.14	2,069.82	4/22/2022
49199	Sergeant	1	3,638.83	1,522.55	2,116.28	4/22/2022
49200	Assistant Dispatch Supervisor	1	1,995.66	632.70	1,362.96	4/22/2022
49201	Lifeguard	1	282.60	27.61	254.99	4/22/2022
49202	Chief of Police	1	9,269.23	2,464.56	6,804.67	4/22/2022
49203	Police Officer I	1	2,122.65	441.12	1,681.53	4/22/2022
49204	Maintenance Worker I -	1	1,312.12	259.86	1,052.26	4/22/2022
49205	Accounting Manager	1	2,826.32	957.67	1,868.65	4/22/2022
49206	Event Center Coordinat	1	1,872.28	600.80	1,271.48	4/22/2022
49207	Detective/MPO	1	4,733.07	1,193.11	3,539.96	4/22/2022
49208	Lifeguard	1	389.36	40.78	348.58	4/22/2022
49209	Assistant to the City	1	2,590.29	837.30	1,752.99	4/22/2022
49210	Lifeguard	1	624.86	81.49	543.37	4/22/2022
49211	PT Snow Plowing	1	664.78	66.85	597.93	4/22/2022
49212	Police Officer I	1	2,529.50	596.16	1,933.34	4/22/2022
49213	Sports Coordinator	1	1,789.95	432.82	1,357.13	4/22/2022
49214	Maintenance Worker I -	1	1,353.71	528.18	825.53	4/22/2022
49215	Lifeguard	1	335.98	33.70	302.28	4/22/2022
49216	Interim Chief of Polic	1	3,110.75	533.99	2,576.76	4/22/2022
49217	PD Admin Assist/Teen C	1	2,012.32	595.32	1,417.00	4/22/2022
49218	Maitenance Worker III	1	1,772.80	405.53	1,367.27	4/22/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
49219	Finance Admin. Asst./C	1	1,676.00	576.67	1,099.33	4/22/2022
49220	Sergeant	1	3,867.73	1,350.60	2,517.13	4/22/2022
49221	Police Officer	1	1,909.60	246.46	1,663.14	4/22/2022
49222	Dispatch II	1	1,805.23	414.14	1,391.09	4/22/2022
49223	HR Generalist	1	2,566.53	968.59	1,597.94	4/22/2022
49224	Water Treatment Operat	1	2,377.24	532.38	1,844.86	4/22/2022
49225	Communication and Mark	1	1,985.16	508.61	1,476.55	4/22/2022
49226	Police Officer I	1	2,785.49	500.98	2,284.51	4/22/2022
49227	Pool Attendant	1	266.90	25.42	241.48	4/22/2022
49228	Parks and Rec Director	1	3,795.48	1,366.06	2,429.42	4/22/2022
49229	Lifeguard	1	91.06	6.97	84.09	4/22/2022
49230	Lifeguard	1	630.75	117.96	512.79	4/22/2022
49231	City Manager	1	5,346.16	1,691.13	3,655.03	4/22/2022
49232	City Clerk/Deputy City	1	4,174.85	2,257.26	1,917.59	4/22/2022
49233	Corporal	1	3,110.50	890.54	2,219.96	4/22/2022
49234	Lifeguard	1	373.66	38.57	335.09	4/22/2022
49235	Dispatcher II	1	1,883.48	530.81	1,352.67	4/22/2022
49236	WWTO	1	1,499.20	469.35	1,029.85	4/22/2022
49237	Crew Chief - Fleet	1	2,834.72	1,208.17	1,626.55	4/22/2022
49238	Police Officer	1	2,600.55	556.32	2,044.23	4/22/2022
49239	Presiding Municipal Co	1	1,123.28	168.72	954.56	4/22/2022
49240	Maintenance Worker I P	1	1,472.02	338.86	1,133.16	4/22/2022
49241	P&R Sports Site Supv	1	127.46	9.74	117.72	4/22/2022
49242	UPCC-ASSISTANT	1	547.92	97.70	450.22	4/22/2022
49243	Admin Assistant P&R	1	1,698.40	461.56	1,236.84	4/22/2022
49244	Dispatcher	1	1,544.18	302.42	1,241.76	4/22/2022
49245	Victims Advocate Coord	1	2,331.43	1,431.25	900.18	4/22/2022
49246	Code Enforcement	1	1,920.00	645.90	1,274.10	4/22/2022
49247	Construction Inspector	1	3,703.04	1,088.35	2,614.69	4/22/2022
49248	Police Officer I	1	2,321.63	750.40	1,571.23	4/22/2022
49249	Lifeguard	1	62.80	4.80	58.00	4/22/2022
49250	Maint. Worker II - Str	1	2,750.04	823.56	1,926.48	4/22/2022
49251	Front Desk Representative/Lif	1	888.75	179.66	709.09	4/22/2022
49252	Police Officer II	1	3,162.66	1,176.54	1,986.12	4/22/2022
49253	Planning Director	1	5,890.10	2,538.98	3,351.12	4/22/2022
49254	City Engineer	1	4,423.08	1,211.40	3,211.68	4/22/2022
49255	Utilities Technician	1	2,524.09	1,133.75	1,390.34	4/22/2022
49256	Permit Technician	1	789.95	236.44	553.51	4/22/2022
49257	WWTO	1	2,574.17	903.23	1,670.94	4/22/2022
49258	Lifeguard	1	677.88	110.38	567.50	4/22/2022
49259	Lifeguard	1	300.22	29.96	270.26	4/22/2022
49260	WWTP Chief Operator	1	3,290.93	1,356.75	1,934.18	4/22/2022
49261	Lifeguard	1	353.49	36.04	317.45	4/22/2022
49262	Fleet Mechanic II	1	2,405.76	714.84	1,690.92	4/22/2022
49263	Lifeguard	1	530.66	60.86	469.80	4/22/2022
49264	PR Sports Site Supervi	1	262.60	25.10	237.50	4/22/2022
49265	Lifeguard	1	420.76	44.19	376.57	4/22/2022
49266	Dispatch Supervisor	1	2,580.18	955.09	1,625.09	4/22/2022
49267	Police Officer I	1	3,435.89	1,046.82	2,389.07	4/22/2022
49268	Maint. Worker III - St	1	3,648.40	1,265.03	2,383.37	4/22/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
49269	Crew Chief - PBG	1	2,400.18	560.45	1,839.73	4/22/2022
49270	Finance Director	1	3,916.84	1,131.27	2,785.57	4/22/2022
49271	Police Officer II	1	2,324.03	546.02	1,778.01	4/22/2022
49272	Maint. Worker I - PBG	1	1,421.40	278.77	1,142.63	4/22/2022
49273	Aquatic Manager	1	2,272.38	683.28	1,589.10	4/22/2022
49274	WTP CHIEF OPERATOR	1	3,758.33	2,272.24	1,486.09	4/22/2022
49275	Assistant Aquatic Mana	1	1,650.76	551.45	1,099.31	4/22/2022
49276	Utilities Director/Dep	1	4,867.41	2,159.16	2,708.25	4/22/2022
49277	Lifeguard	1	123.50	9.45	114.05	4/22/2022
49278	Lifeguard	1	235.50	22.01	213.49	4/22/2022
49279	Lifeguard	1	166.42	13.74	152.68	4/22/2022
49280	Front Desk Representat	1	1,054.35	170.10	884.25	4/22/2022
49281	WTO	1	1,499.20	283.46	1,215.74	4/22/2022
			406,292.21	123,486.74	282,805.47	



City of Woodland Park

Staff Report for City Council

Meeting Date: June 2, 2022

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
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 April 2022.

April 2022

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Emergency Management	\$2,300	\$675.00	\$675.00	\$1,625.00	29%
Miscellaneous expenses	\$15,650	\$2,434.77	\$2,434.77	\$13,215.23	16%
Training/Travel	\$2,400	\$0.00	\$0.00	\$2,400.00	0%
Supplies	\$150	\$0.00	\$0.00	\$150.00	0%
Meetings/Mileage/Meals	\$1,500	\$0.00	\$0.00	\$1,500.00	0%
Special Projects	\$500	\$0.00	\$0.00	\$500.00	0%
Total	\$22,500	\$3,110	\$3,110	\$19,390.23	14%

April 2022 Expenditures:

Colorado Canyon Signs	\$	675.00
Crown Trophy	\$	952.02
Reserve Our Gallery	\$	1,049.00
Crown Trophy	\$	103.75
Documart Copies and Printing	\$	55.00
Documart Copies and Printing	\$	55.00
Documart Copies and Printing	\$	165.00
Documart Copies and Printing	\$	55.00

\$	3,109.77
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STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Cindy Keating, Parks and Recreation Director

DATE: June 2, 2022

SUBJECT: Approval of a contract from Logan Simpson in the amount of \$74,961 for the update to the Parks, Trails and Open Space Master Plan. **(A)**
(Presenter Parks and Recreation Director Cindy Keating)

BACKGROUND: The PTOS Master plan was professionally developed in 2007 and updated by the PRAB in 2017, adopted by City Council in 2018.

In the 2030 Comprehensive Plan, Envision Woodland Park:

Parks, Trails and Open Space Goal 1: Develop and enhance Woodland Park's sense of place and quality of life by continuing to enhance the City's parks, trails and open space system. Objective 1.1, Action 1.1.2, Continue to implement the Woodland Park Parks, Trails and Open Space Master Plan. Update the Master Plan no later than 2023 to ensure that the information from the Comprehensive Plan is incorporated.

City Council approved \$75,000 in the 2022 Budget to update the Parks, Trails and Open Space Master Plan.

Using the Urban Leap application, Request for Proposals were issued March 3, 2022 with Proposals due April 15, 2022 at 1:00 p.m. We had

- 75 vendor views
- 6 interested vendors
- 2 proposal submissions

Submissions were received from Valerian and Logan Simpson. Both submissions met all proposal requirements, moving them both to the evaluation process.

We had three community and two staff members for the evaluation and interview process; Teri Baldwin, Jerry Smith, Jim Rumsey, Brady Warner and Cindy Keating. Both proposals were reviewed and evaluated by all members and suggested we conduct interviews. Interviews were held on May 11. Although Valerian interviewed very well and brought a lot of energy to the project, Logan Simpson has the experience, staff depth, knowledge and recent completion of the 2030 Comprehensive Plan. Logan Simpson was selected for the project by a 4-1 vote of the evaluating team.

The Proposed Contract includes:

- Community and Stakeholder Engagement
- Planning Context and Community Needs
- Vision, Goals and Policies
- Alternatives and Priorities
- Plan Development

Recommendation: Approve proposal for the amount of \$74,961 authorizing Mayor and City Clerk to execute the Contract with Logan Simpson for all items outlined in the proposal.

Attachments: 1. Logan Simpson Contract for the Parks, Trails and Open Space Master Plan

RECOMMENDATION: To approve a contract with Logan Simpson in the amount of \$74, 961 to update the Parks, Trails and Open Space Master Plan.

ATTACHMENTS: 1. Logan Simpson contract 6-2



CITY OF WOODLAND PARK

Parks, Trails and Open Space Master Plan With Logan Simpson

THIS CONTRACT ("Contract") for the Park, Trails and Open Space Master Plan is entered into effective as of this _____ day of _____, 2022, by and between the City of Woodland Park, a Colorado home rule city (the "City"), and **Logan Simpson** (the "Consultant") (a Colorado Corporation).

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

TERMS

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

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

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

- a) Certificate of Insurance
- b) Service Agreement
- c) Notice of Acceptance
- d) Notice(s) to Proceed
- e) Experience Record
- f) Confidentiality Agreement
- g) Addenda

3. **COMPENSATION.** The City shall compensate the Consultant for the Work, subject to City annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents, in an aggregate amount not to exceed **\$74,961.00**, based upon the rate schedule set forth in Exhibit B. The workload is solely dependant upon the needs of the City. **There is no guaranteed minimum or maximum amount of work or fee(s).** The not-to-exceed amount includes all of Consultant's direct and indirect costs. Consultant is not entitled to any

compensation beyond the not-to-exceed amount except as approved in writing by the City Parks and Recreation Director.

4. **NON-APPROPRIATION.** Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of the City, commencing in 2022, for payments due under this agreement, the City shall immediately notify Consultant or its assignee in writing of such occurrence and the City's obligations under this agreement shall terminate on the last of day of the fiscal year for which appropriations have been received or made without penalty or expense to the City.

5. **CHANGES IN THE SCOPE OF WORK.** A change in the Scope of Work shall comprise any change or amendment of the services or work, or any services or work which are different from or additional to the Work. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City Engineer. If the Consultant proceeds without such written authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the Work described in the scope of work set out in Exhibit A, it does so at its own risk.

A. **Progress Payments.** Consultant shall submit monthly invoices to the City's for progress payments for portions of the Work satisfactorily performed during each month during the term of the Contract. The City's approval of invoices shall be a condition of payment. The City will pay approved invoices, or parts thereof, 30 days after submittal. All invoices shall be addressed to the City as follows: "City of Woodland Park, P.O. Box 9007, Woodland Park, CO 80866, ATTN: PARKS AND RECREATION DIRECTOR".

B. **Requirements for Payment.**

1. **Invoices.** Consultant invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City and shall be sufficient to substantiate all items for a proper audit and post audit thereof. Invoices shall be clearly marked and annotated with the City's assigned Purchase Order number(s) relevant to the task(s) for which payment is being requested.

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

C. **Unsatisfactory Invoices or Work.** The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for

Work, which is not completed as scheduled or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination of the Consultant.

5.1 TASK ORDER PROCEDURES.

A. General. The Services are divided into discrete Tasks. The Consultant shall proceed with Services under this Agreement only upon receipt from the City of a written order to perform the Services specified therein, which is issued pursuant to this section ("Task Order"). Each Task Order shall be performed within the Task Order Price.

B. Request for Task Order Submittal. When the City determines it requires the performance of any Task(s) by Consultant, it shall notify the Consultant by issuing a written "Request for Task Order Submittal," setting forth the milestones for key elements of the Task(s), providing any additional detail needed to further describe the Task(s), and establishing the deliverables to be produced by the Consultant for the Task(s).

C. Compensation Calculation. The Task Order Price shall be determined using a Lump Sum Method or Time & Materials Method. In each Request for Task Order Submittal, the City shall specify the method of compensation Consultant shall use to calculate the Proposed Task Order Price in the relevant Task Order Submittal. However, the parties may agree in writing to use a method of compensation other than the one specified by the City in the Request for Task Order Submittal. The Task Order Price for each Task Order shall be finally determined according to the procedures set forth in this section.

D. Consultant's Response. Within seven (7) working days of receipt of the City's Request for Task Order Submittal, the Consultant shall respond by providing the following documents (collectively the "Task Order Submittal") to the City for approval:

1. Names and resumes (if not previously provided) of proposed personnel providing the Services of the Task Order;
2. A schedule in sufficient detail to properly depict the Task(s);
3. Task Order Scope of Services;
4. A work plan that adequately describes the discrete portions of the Task(s); and
5. A Proposed Task Order Price which contains an itemized breakdown of the costs, including necessary staffing, man-hours and Direct Costs corresponding to discrete portions of the Task (Direct Costs mean all direct costs, including but not limited to direct salary costs and those items and costs specifically listed as Direct Costs in Exhibit B and are costs other than the general administrative costs and other overhead costs).

E. Negotiation Regarding Task Order. The City will review the Task Order Submittal and the Parties may negotiate the terms thereof. If the City and the Consultant cannot agree on Task Order Submittal, the City may, in addition to performing the Task itself or engaging a third party to perform the Task, (1) reject the Request for Task Order Submittal or (2) direct the Consultant to proceed on a Specific Rate of Pay Method basis.

F. Issuance of Task Order. If the City approves the Consultant's Task Order Submittal for the identified Task(s) or the parties successfully negotiate the Task Order Submittal, the City may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order Submittal and for a price which shall not exceed the price provided in the Task Order (the "Task Order Price"). Consultant agrees it shall not be compensated for any amounts in excess of the Task Order Price, unless such amounts have been authorized by the City by a written Task Order amendment prior to the performance of the Service(s) which created the excess. The Consultant shall not initiate any Task(s) prior to the receipt of a Task Order.

F. Suspension of Task(s). The City may, at any time and for any reason, order the Consultant, in writing, to suspend all or any part of the Services required to perform a Task(s) for the period of time the City determines appropriate. In the event of such a suspension, the Consultant shall take all steps necessary to reduce the costs incidental to the suspension.

6. TERM OF CONTRACT/START AND COMPLETION OF WORK. Consultant shall commence Work when the City gives the Consultant a written notice to proceed. The Consultant shall complete all Work by July 31 2023, or when the Work has been completely performed to the City's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

The City shall have the option to extend the contract date. Continuation of the contract is at the sole discretion of the City and will be exercised only when such continuation is in the best interest of the City.

7. CONSULTANT'S REPRESENTATIONS.

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

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

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

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

E. Workers Without Authorization. Prior to the execution of this agreement, Consultant shall certify to the City, by completing the Worker Without Authorization Addendum attached hereto as Exhibit C, that at the time of certification, it 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.

F. The Consultant hereby agrees that he or she has previously disclosed to the City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

G. Consultant shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Consultant's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Consultant shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

H. Consultant will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Work Order(s) issued pursuant to this Agreement, unless specified otherwise in the Specifications

I. This Contract constitutes the legal, valid and binding obligation of the Consultant and its respective heirs, executors, administrators, successors, assigns, and is enforceable in accordance with its terms.

8. INDEMNIFICATION.

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

B. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

9. PROJECT WARRANTIES.

A. Consultant's warranties in respect of the Work (the "Project Warranties") are as follows: Consultant warrants to the City that the Work shall be free from defects and that all work shall meet all requirements of this Contract. Work not conforming to the Project Warranties shall be considered defective. Consultant shall comply with the standard of care for similar professionals undertaking similar work in the same geographic area.

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

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

D. If at any time within one year after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, the Consultant shall correct it promptly after receipt of written notice from the City to do so.

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

11. OWNERSHIP OF MATERIALS AND RISK OF LOSS. The City shall be deemed the owner of all materials incorporated into the Work, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, at such time as the City has paid for those materials, and shall be deemed the owner of all materials paid for by the City. Any reuse or modification by the City of Consultant's work product without Consultant's permission shall be at City's sole risk. Until all of the work is completed, the risk of loss or damage to the Work or work product shall reside with the Consultant

12. TERMINATION

The City will reserve the right to terminate this contract at any time if, in the opinion of the City Parks and Recreation Director, the Consultant is not performing according to the provisions of the contract.

A. Types of Termination.

1. Default and Termination for Cause. Events of Default. Consultant shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described in this section.

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the City or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Consultant to assign its performance of this Contract without the consent specified by this agreement.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the City.

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

B. Remedies.

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

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

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

C. Payment and Liabilities Upon Termination.

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

Consultant in writing of the amount the Consultant owes the City or the amount the City owes the Consultant.

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

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

1. Stop work on the Work as specified in the notice of termination; and

2. Take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Consultant and in which the City has or may acquire an interest.

13. INSURANCE.

A. Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions hereof, and at any time thereafter necessary to protect the City and its respective officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Contract by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this section. All insurance is to be placed with insurance carriers authorized in the State of Colorado with an A.M. Best and Company rating of no less than A or as otherwise accepted by the City. The City and its respective officers, employees, and agents shall be named as an additional insured on the Consultant's commercial general liability insurance, automobile liability insurance, and excess liability insurance. Consultant's insurance shall provide that the insurer will give the City thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this section, except for ten (10) days notice for cancellation due to non-payment of premium.

B. Minimum Insurance Coverages:

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

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

- a. Premises and operations;
- b. Personal injury liability without employment exclusion;
- c. Blanket contractual;
- d. Broad form property damage, including completed operations;
- e. Products and completed operations;
- f. Independent Consultant's coverage;
- g. Explosion, collapse and underground;
- h. Consultants' limited pollution coverage; and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

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

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

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

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

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

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

replacement certificate(s) evidencing the continuation of the required policies at least 15 days prior to expiration.

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

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

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

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

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

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

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

14. MISCELLANEOUS PROVISIONS.

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

EMPLOYEES OR AGENTS OF THE CITY. THE CITY IS CONCERNED ONLY WITH THE RESULTS TO BE OBTAINED.

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

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

City:

City of Woodland Park
P.O. Box 9007
Woodland Park, CO 80866
Attn: Parks and Recreation Director

Consultant:

Logan Simpson Design, Inc.
213 Linden Street, Suite 300
Fort Collins, CO 80524
Attn: Jana McKenzie

Either party may change its address for the purpose of this section by giving written notice of such change to the other party.

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

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

F. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default, or a continuing waiver of the provisions in question.

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

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

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

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

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

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

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

CITY OF WOODLAND PARK

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

CONSULTANT


By: Jana D. McKenzie

Its: Principal, May 16, 2022

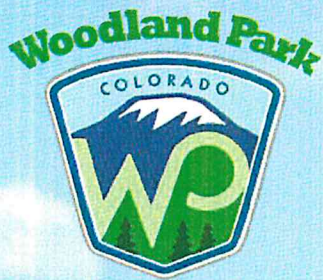
ATTEST:

A handwritten signature in blue ink, appearing to read "Stephen M. [unclear]", is written in a cursive style.

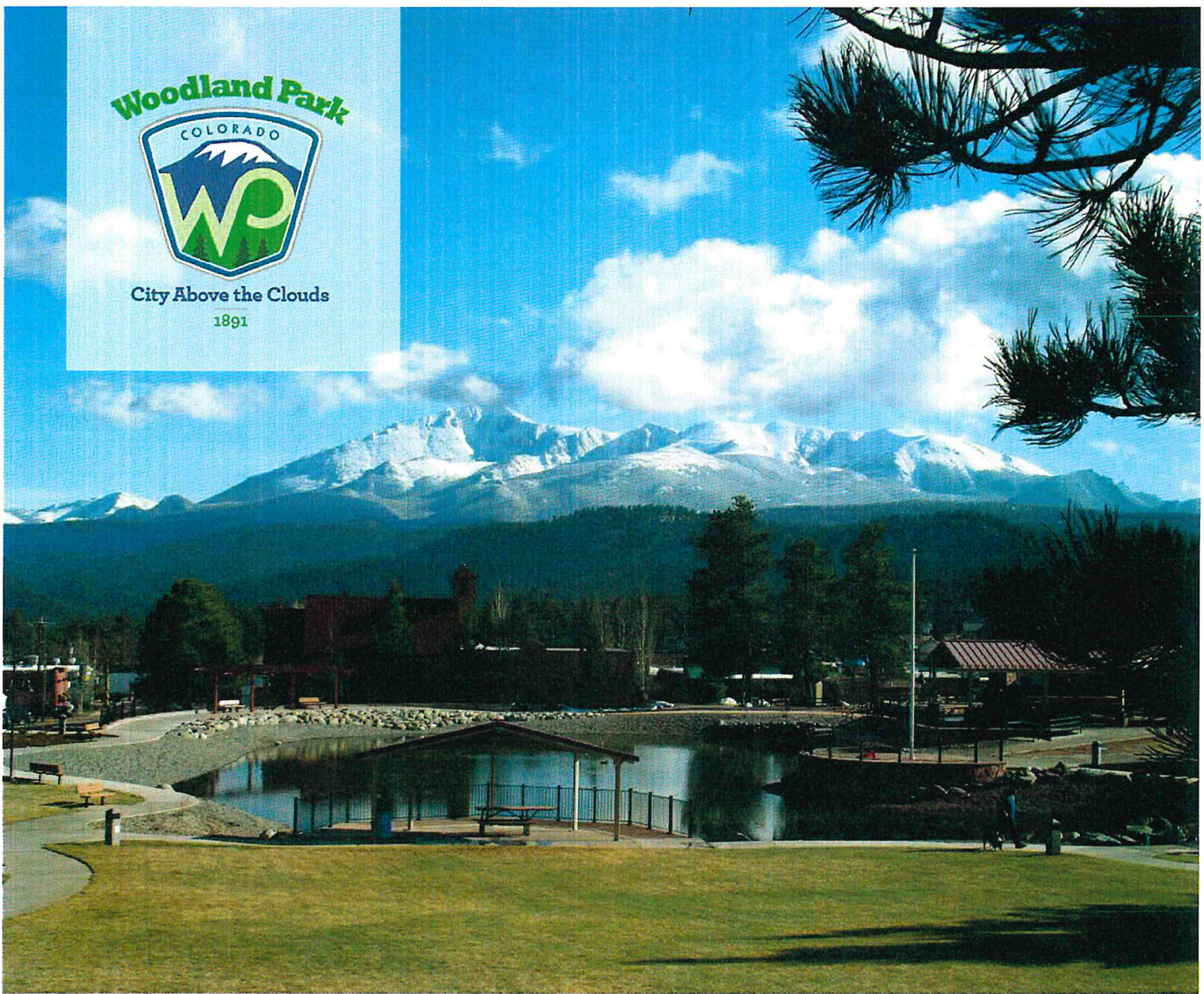
Senior Landscape Architect, Logan Simpson Design, Inc.

Exhibit A

Scope of Work:



City Above the Clouds
1891



L O G A N S I M P S O N

LOGAN SIMPSON RESPONSE TO THE CITY OF WOODLAND PARK

PARKS TRAILS AND OPEN SPACE MASTER PLAN

PROPOSAL SUBMITTED APRIL 15, 2022 | 1:00PM MST



L O G A N S I M P S O N

213 Linden Street, Suite 300
Fort Collins, Colorado 80524
P: 970.449.4100
www.logansimpson.com

TRANSMITTAL LETTER

April 14, 2022

Woodland Park
220 West South Avenue
Woodland Park, CO 80863
Submitted through <https://app.urbanleap.io/form/239577871148939>

Subject: RFP Response Parks, Trails, and Open Space Master Plan

Dear members of the Selection Committee,

Logan Simpson is pleased to submit our proposal for the City's Parks, Trails, and Open Space Master Plan. Logan Simpson's team of experts offer the following competitive advantages to the City of Woodland Park:

- Understanding of Woodland Park's organizational structure and internal workflow for streamlined plan review and adoption
- Existing relationships with planning staff, Mayor and City Councilmembers, and Parks and Recreation Advisory Board Members through their service on subcommittees of the comprehensive plan
- Decades of experience translate to efficiency and high value for the project budget by quickly identifying and focusing efforts the community's greatest needs
- Breadth and depth of in-house specialization in parks, recreation, trails, and open space planning; landscape design; historic preservation; environmental resiliency planning; public engagement; and geographic information systems
- Understanding of the importance of regional trail connectivity and participation from stakeholders representing the adjacent national forest Strategic partnership with trusted regional trail-expert, Priscilla Marbaker of Tapis, that can provide additional value for Woodland Park, if desired

Logan Simpson acknowledges receipt of addenda 1, 2, and 3. We have uploaded the proposal requirements on the UrbanLeap form, with separate attachments for the schedule, budget, and key personnel. These attachments, as well as the remainder of additional pertinent information, have been uploaded as a single attachment (this document).

Sincerely,

Jana McKenzie, FASLA, LEED AP
Principal and Primary Contact
P: 970.449.4100 ext. 4803
E: jmckenzie@logansimpson.com

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2.0 APPROACH AND INNOVATION

Woodland Park's Parks, Open Space, and Trails system is essential to residents' quality of life, economic vitality, and environmental and social health. Woodland Park's desirable location as the gateway community to Pikes Peak and Mueller State Park is multiplied by its immediate proximity to the Pike National Forest and its expansive network of trails and recreation opportunities. Expanding direct access to these assets from the city via multi-use trails will increase opportunities for residents and visitors to interact with nature, participate in outdoor recreation, and improve their physical and mental health. This outdoor lifestyle positions Woodland Park to attract high quality employers and outdoor-recreation tourism revenue that sustains local businesses. The developed parks system and open space allow residents daily access to the outdoors and promote neighborly interactions and would also benefit from realization of the Ring the Park concept and interconnectivity between destinations. Indoor and outdoor recreation programs provide opportunities for instruction and group participation in a myriad of activities year-round.

The Logan Simpson Team is committed to providing the City of Woodland Park with exceptional customer service, project management, technical and organizational skills, and creative solutions. We pride ourselves in being leaders of innovations in parks, open space, and trails planning, management, design, and community engagement. Our team of experts maintain relevant credentials and memberships, and help lead state and national organizations by serving on boards and presenting our work at the American Planning Association, American Society of Landscape Architects, Keep It Colorado, Colorado Recreation and Parks Association, and Colorado Open Space Association.

We are lifelong learners who frequently host internal strategy sessions to vet new ideas and solutions for use in our partner communities. Examples of our ability to think creatively, yet pragmatically, include: the Planning, Design, and Construction Manual for Denver Parks and Recreation that pioneers technological innovations in document design to ensure continued relevance and functionality; and unique funding strategies for open space conservation for the Town of Windsor in the absence of a dedicated sales tax. Both efforts are nominated for awards this year and we look forward to applying our experience and the same innovative mindset to this project.

We have identified four paths to success for the Woodland Park Parks, Trails, and Open Space Plan:

1. **Engage stakeholders to achieve consensus on needs, priorities, and actions**
2. **Leverage regional partnerships with key public agencies and private entities**
3. **Define concrete and feasible actions that match the capacity of Woodland Park and its partners to deliver**
4. **Identify realistic funding mechanisms for construction, operations, and maintenance**

To realize these paths to success, our team will utilize a five-phase approach to produce a compelling and actionable plan:

- Phase 1: Community & Stakeholder Engagement
- Phase 2: Planning Context & Community Needs
- Phase 3: Vision, Goals, and Policies
- Phase 4: Alternatives & Priorities
- Phase 5: Plan Development

SCOPE OF WORK

The tasks associated with each project phase are detailed below with a brief discussion of how each of the Paths to Success will be realized throughout the process.

PHASE 1 – COMMUNITY & STAKEHOLDER ENGAGEMENT

PATH TO SUCCESS:

Engage stakeholders to work toward consensus on needs, priorities, & actions

Logan Simpson's goal in all of our work is to achieve excellence through collaboration.

This requires a deliberate and sustained effort to fully understand the community's needs, provide solution-oriented communication, and having the ability to sustain a nonpartisan, inspirational attitude throughout the project. As a community-driven plan, we will build upon the most recent engagement efforts associated with the Comprehensive Plan. Rather than asking the community the same questions, we will advance our line of questioning to arrive at community preferences and priorities that lead to actionable implementation steps.

TASKS:

Monthly Core Team Meetings. Logan Simpson will conduct monthly virtual coordination meetings with the city's project leadership and core staff. We anticipate 10 monthly meetings with the Core Team to ensure continued coordination towards meeting project milestones efficiently and on schedule. Additionally, the project manager will be in frequent contact via emails and telephone conversations as needed.

Kick-off Meeting + Stakeholder Focus Group Interviews. The Logan Simpson team will conduct a direction-setting kick-off workshop with the Woodland Park core project team to ensure a clear understanding of expectations, the planning process, schedule, communication protocols, and key objectives. The project kick-off will include a tour of the city's key park, open space, and trail assets. Additionally, our team would like to schedule two to four stakeholder focus groups to identify opportunities, challenges, & new ideas. We will work with the city's project leadership to identify key stakeholders or groups for these discussions. Focus group participants, times, and locations will be coordinated in advance by city staff.

Parks and Recreation Advisory Board Meetings (PRAB). The PRAB will serve as the citizens working group to guide the overarching project direction. Many, if not most, of the PRAB members served on the Comprehensive Plan's Sustainability, Parks, Trails, and Open Space subcommittee and will provide continuity between the two processes. Alternatively, the Community Sustainability, Parks, Trails, and Open Space Committee could continue as a subcommittee to PRAB. The PRAB will serve as a sounding board for ideas and recommendations, review technical deliverables, identify key issues and priorities, and direct our focus. The PRAB will also play a critical role in extending the reach of public involvement and advocating for the plan to city decision-makers.

We propose four meetings with PRAB that can be held during the board's regular meeting or at a specially scheduled time. It is anticipated that the first meeting will be held in person and will address needs, opportunities, and challenges. In the interest of efficiency and cost-effectiveness, the subsequent three meetings will be held virtually at key milestones: considering alternatives, prioritization, and reviewing the complete draft plan.

Logan Simpson will prepare agendas and materials, facilitate the meetings, and track action items. We will rely on city staff to assist with meeting notes and assume that city project leadership will keep the board aware of the project's progress outside of consultant presentations and will manage communications with board members.

PATH TO SUCCESS:

Leverage regional partnerships with key public agencies and private entities

The very nature of parks, open space, and trails necessitates collaboration and cooperation between multiple jurisdictions that manage public and private assets in and surrounding Woodland Park. Strong relationship and coordination between both public and private agencies will be necessary to realize success. To this end, we propose establishing a Technical Advisory Committee (TAC) to compliment the Parks and Recreation Advisory Board. The TAC would be comprised of key stakeholder agencies possibly including Woodland Park Public Works, Woodland Park Planning Department, Pike National Forest, Woodland Park School District, Charis Bible College, and Colorado Parks & Wildlife. We will work with the city's project leadership to determine the composition of this committee.

Technical Advisory Committee (TAC) Meetings. We propose two meetings with the TAC. The first meeting will be held in-person on the same day as the first PRAB meeting and will address similar topics. The second meeting will be held as a virtual event to consider alternatives. Outside of the meetings, the Project Manager will coordinate for review and feedback on key deliverables throughout the planning process.

City Council Survey. Very early in the planning process, we will engage Woodland Park City Council through a virtual listening session or online survey to gain their individual perspective on the future vision, opportunities, challenges, and greatest needs of Woodland Park's parks, open space, and trails system.

City Council Work-sessions. In addition to establishing plan direction through the online survey, we propose two in-person work-sessions with the City Council at critical milestones: considering alternatives and prior to adoption of the final plan. Logan Simpson will prepare and distribute materials in advance of the meetings. We will rely on city project leadership to provide interim project updates at regular council meetings and will assist staff with preparation as needed.

Public Events. Two public events are included in our workplan. City staff will arrange for meeting locations and be responsible for meeting announcements.

Two public workshops or open-house events are proposed at critical points in the process: in the beginning to gauge community needs, preferences, challenges, and satisfaction with Woodland Park's assets; and in Phase 4 to determine priorities. Logan Simpson will develop materials, develop engagement activities, and facilitate these events with assistance from Woodland Park project leadership. Materials will be shared with staff to facilitate other smaller engagement events if desired. These events could operate independently or be combined with an existing community event to boost attendance. We will work with staff to define the preferred approach.



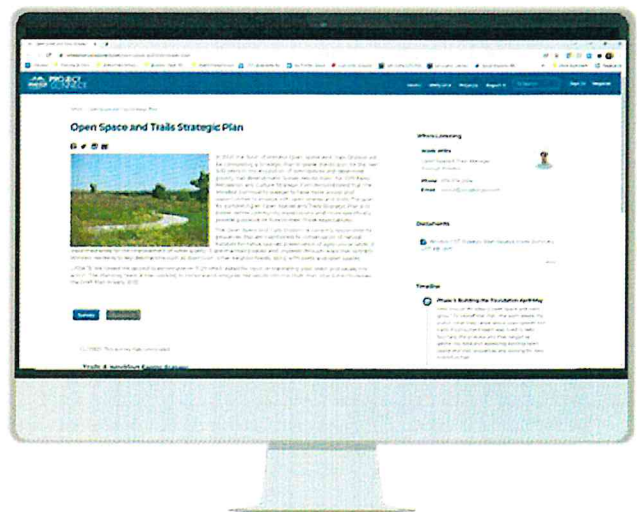
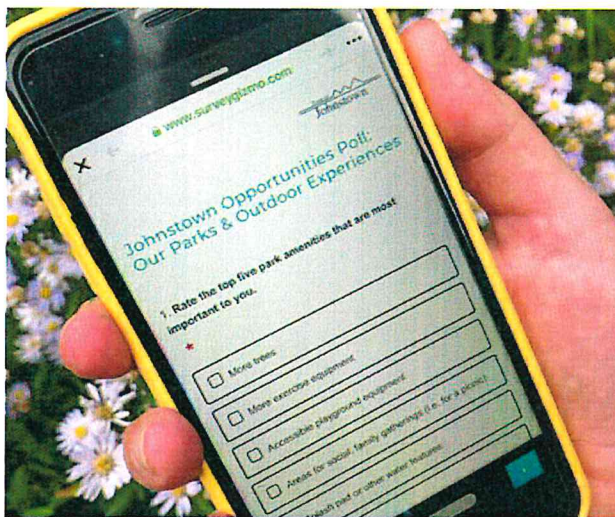
Logan Simpson engages the community on their turf at local festivals, events, and even at the trailhead.

Community Surveys. The city's budget is best directed toward online surveys conducted twice during the planning process. Logan Simpson will develop and deploy both survey instruments to correspond with the two public events both in terms of content and timing. In addition to promoting the surveys at public events, we will rely on the Core Team, PRAB, and TAC to widely distribute the survey through formal City notification systems and personal social networks.

Project Promotion. Our team will assist city project leadership with developing content narratives for announcing the project and promoting engagement via the city's whatsupwoodlandpark.com website and official social media channels. We will rely on city staff for production and posting of all promotional materials and for managing user interaction through official city communication channels.

Deliverables:

- Project schedule
- Community engagement strategy
- Meeting agendas, presentation, and workshop materials
- Community survey results reports (2)
- Public Workshop results summaries



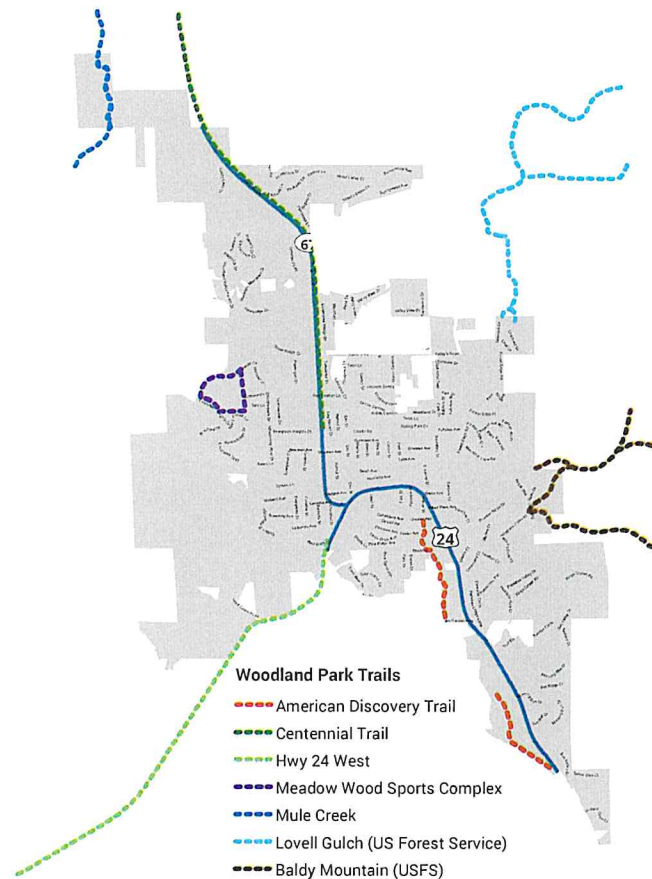
Online engagement hub for the Town of Windsor's Open Space and Trails Strategic Plan

PHASE 2 – PLANNING CONTEXT & COMMUNITY NEEDS

Phase 2 establishes a baseline of conditions through inventory, assessment, and analysis of Woodland Park parks, open space, and trails. This task employs traditional research methods, field observation, and geospatial analysis.

TASKS:

Review of Existing Plans, Reports, and Studies. Our team will perform extensive research and review of existing local and regional plans, maps, and policy initiatives that have implications for the plan. The existing policy framework in critical documents, such as the recently-adopted 2021 Comprehensive Plan; 2018 Parks, Trails, and Open Space Plan; and documented development of the Ring the Park concept will provide a natural springboard for articulating specific goals and policies for this plan. Our team will also review the plans and goals of regional agencies, such as those represented on the TAC, to evaluate the implications for Woodland Park's parks, open space, and trails. This evaluation will be critical to estimate the future level of service required from the city and identify opportunities for partnerships to supplement Woodland Park's offerings.



Trail network mapped in the Envision Woodland Park Comprehensive plan.

Inventory of Existing and Potential Programs, Park, Open Space, and Trail Resources. The inventory of existing and potential resources will be based on existing Geographic Information Systems (GIS) data, maps, and plans. While in Woodland Park for the project kickoff day, we will visit and photograph the City's key parks, open space, and trail assets to document their condition and note any instances of historic resources or environmental degradation. We will also observe the overall connectivity of the current trail network. Connections and access to basic neighborhood amenities such as playground areas, walking paths and open, multi-purpose turf areas will be noted. We will evaluate level of service standards for each of the city's existing park-types as well as the open space and trail typologies defined in the previous plan to determine if these still meet the needs of the community. City staff will provide information regarding participation rates in existing programs and collaborate with the Logan Simpson team to identify potential new or different offerings.

OPTIONAL SERVICE:

Conceptual Trail Design

The currently planning budget does not afford in-depth trail design. However, through a strategic partnership with Priscilla Marbaker of Tapis in Colorado Springs, our planning efforts can be complemented by Pricilla's local knowledge, proximity, and trail design expertise as an additional scope item. She could evaluate the feasibility of new connections in more detail and create more specific plans that could be valuable for obtaining grants for final design and construction.

Demographic trends, Projections, and Development Patterns Analysis. As a highly desirable location, Woodland has experienced substantial growth. From 2010 to 2020, the city's population grew by 15% and is projected to increase another 7% by 2025. Our team will build upon analyses completed for the comprehensive plan to further evaluate existing and projected growth patterns to understand their implications for future demand for parks, open space, and trail linkages. This task will also establish a basic understanding of visitation and tourism in the community based on existing data. Our understanding of desired future land uses will be supplemented through conversations with planning staff to understand approved and proposed development projects that have occurred since adoption of the Comprehensive Plan.

Opportunities & Challenges. Our team will document existing conditions, opportunities, and challenges in the city's parks, open space, and trails system. We will prepare a detailed map and photo series that will provide a foundation for identifying potential trail connectivity alternatives, new access points, user amenities, park and trailhead improvements, and habitat restoration and enhancements where major degradation has occurred. The data and exhibits produced during this task will be used throughout the public engagement process.

This evaluation will include GIS and field-verified assessment of the existing built environment and natural environments with special attention given to environmental conditions and historic preservation. The Park Walkability analysis produced for the Comprehensive Plan will serve as a foundational source of data for this task.

Open space preservation opportunities will be identified through documenting existing and planned land use, land ownership, vacant lands, known easements and linear utility corridors, existing and planned roadways, historic resources, and natural features such as floodplains, hazards, and sensitive and significant biological resources and habitats.

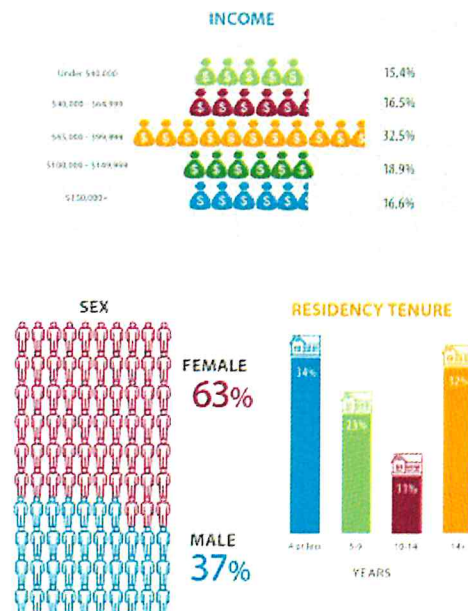
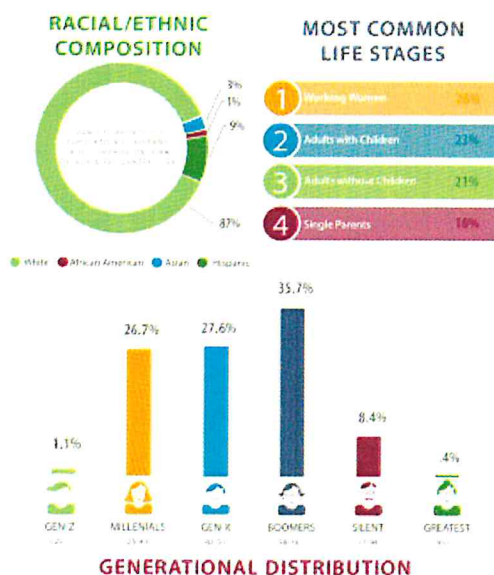
Needs Assessment Summary. The overall needs of the Woodland Park system, as identified through the tasks described above will be summarized into a concise report.

Deliverables:

- Summary of existing plans and studies
- Planning context report that summarizes demographic and growth trends
- Opportunities and challenges map & photo series
- Needs assessment summary memorandum

WHO USES HCA, PARKS & RECREATION?

The information below provides a snapshot of Lakewood's heritage, culture, and arts (HCA), parks and recreation program annual, user demographics based on data collected from 2019-2022.



Infographics provide visually compelling a snapshot of user demographics for the City of Lakewood's Arts, Parks, and Recreation Plan.

PHASE 3 – VISION, GOALS, & POLICIES

TASKS:

Vision and Goals. With the regulatory framework of existing plans and the needs assessment as a reference point, Logan Simpson will work closely with the core team to interpret and translate public engagement findings and results of the existing conditions analysis into a unified vision and concrete goals to guide the efficient management and expansion of the city's parks, open space, and trails.

Policy Framework. Subsequently, we'll collaborate with the core team to define strategic policies that support realization of the overall Vision. Our team will develop a policy framework that will serve as a springboard for identifying various alternatives to achieving the stated goals through deliberate action.

Deliverables:

- Vision & goals summary
- Policy framework and supporting maps



The Windsor OST Strategic Plan highlights key opportunities to refine Windsor's future growth patterns to conserve additional acreages as open space for clear, defined community separators.

PHASE 4 – ALTERNATIVES & PRIORITIES

PATH TO SUCCESS:

Define concrete and feasible actions

The 2021 Comprehensive Plan; 2018 Parks, Trails, and Open Space Plan Update; and documented efforts to plan for the Ring the Park provide an essential foundation for identifying alternatives and recommendations of this plan. The Comprehensive Plan involved extensive community engagement and hours of work by the Sustainability, Parks, Trails, and Open Space subcommittee to arrive a strong set of goals, objectives, and actions. Our path to success is not to repeat these efforts, but to use them as a launchpad for focused identification of desirable alternatives and then to prioritize those alternatives for action and investment that generate tangible results. The actions will be matched with the organizational and financial capacity of Woodland Park to execute the recommendations.

TASKS:

Alternatives & Recommendations. Our team will identify a range of alternatives to address options for recreation, parks, open space and conservation, and trails including, but not limited to:

- Routes for off-street trails to improve connectivity between neighborhoods, parks, open spaces, schools, community destinations and other public lands.
- Potential new trailheads
- Connectivity to national forest trails and trailheads
- New open space and park locations
- Major improvements to existing trailheads, trails, parks, and recreational facilities
- Target levels of service for parks
- Updates to open space typologies
- Updates to trail-type categories and standards
- Environmental protection and sustainability considerations
- Land use compatibility



Windsor's OST Strategic Plan defines open space experiences to guide character and management according to the distinctive purpose, user groups, and conservation value of each typology.

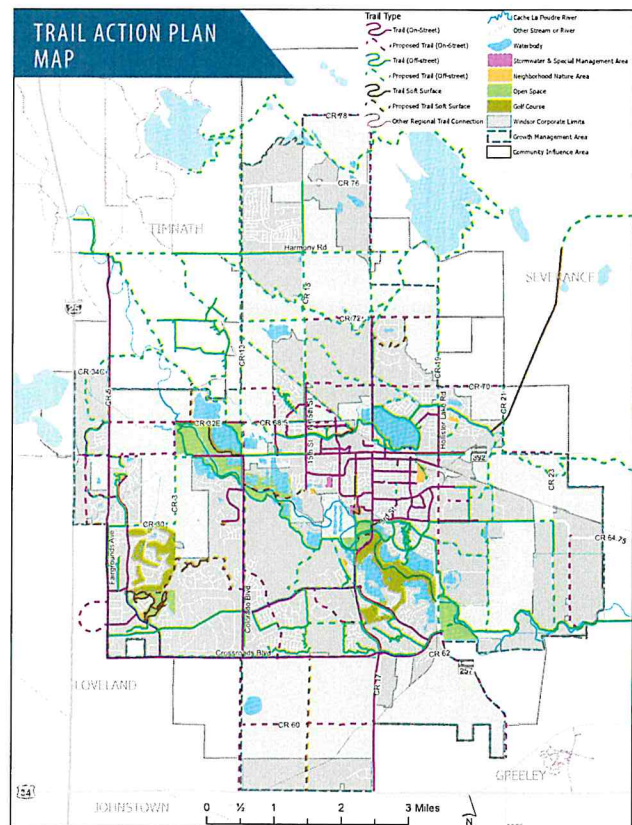
We propose a three-tiered framework for evaluating alternatives that will assist the city in the inevitable and continuous rebalancing of priorities and their associated expenditures. Each tier reflects different assumptions about available resources.

- **The Improve Existing Resources Alternative.** The intention of this alternative is to refocus and make the most of existing resources with the primary goal being for the city to maintain high quality services.
- **The Expanded Services Alternative.** strategically enhances and renovates existing parks and facilities to better meet the park and recreational needs of residents that would require additional operational or capital funding.
- **The Visionary Alternative** is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the parks and recreation system and by providing a long-range look to address future needs and deficiencies.

Alternatives will be supported by draft maps to be workshopped with the core team, PRAB, TAC, and City Council. Selected alternatives will be refined as final recommendations supported by maps, case studies, and graphics where appropriate.

Estimates of Probable Cost.

We will prepare estimates of probable capital costs for parks, open space, and trails recommendations to create a framework for evaluating projects according to their cost, tradeoffs, benefits, and funding feasibility. This task will also include estimates of long-term maintenance costs for new projects and identify the need for increases in staffing.



Windsor's Trails Action Plan highlights a complete, low-stress network that will serve existing and planned development.

POTENTIAL ACQUISITION & MAINTENANCE COSTS

The following action plan is dependent on adequate funding to integrate a property or corridor into the OST Division meeting OST standards, which includes acquisition, capital improvements and/or restoration, and long-term funding for operations and maintenance costs. Based on 2022 dollars, approximate costs to be considered include:

Type of Land	Acquisition/ Conservation Costs	Capital Improvement & Restoration Costs	Annual Operations & Maintenance Costs
Open Space (Per Acre)			
Large Community Separator	\$5,000 - \$19,000	\$2,000	\$100
Agricultural Acquisitions	\$19,000	\$0	\$20 (Revenue)
Riparian Corridor or Natural Area	\$8,000	\$5,000 - \$10,000	\$400
Conservation Easements	\$0 - \$5,000	\$0	\$100*
Trails (Per Mile)			
Soft Surface Trail	\$10,000**	\$50,000	\$3,400
10' wide Concrete buffered (e.g., Poudre or Great Western Trails)	\$200,000	\$800,000	\$6,200.
10' wide Concrete no buffer (e.g., Steeplechase)	\$150,000	\$700,000	\$1,250

*Does not account for potential enforcement and litigation of violation

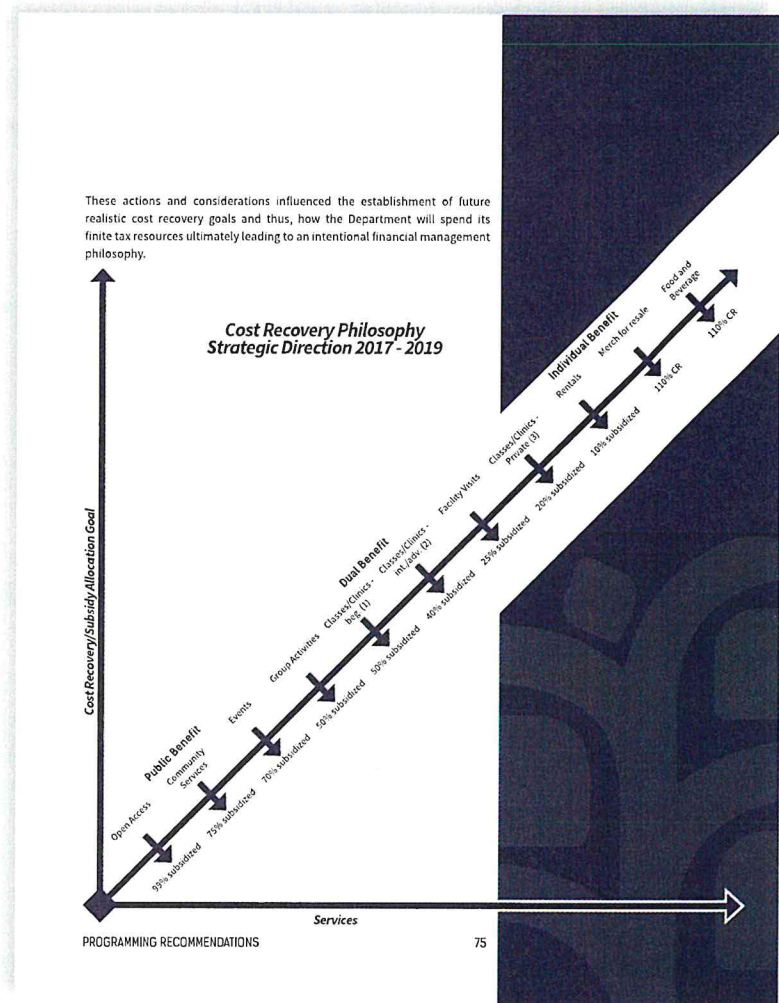
**Assumes trail will be a part of larger acquisition

Prioritization. Equipped with reliable cost estimates and an understanding of service gaps, our team will work with the core team, PRAB, and the community at large to prioritize recommendations and projects according to criteria based on the vision and goals. This plan will result in a prioritized list of projects, but will also equip staff, the PRAB, and elected officials with the ability to re-evaluate priorities as needs arise and opportunities are presented. These criteria may include:

- Health, Safety, Welfare
- Importance to the Community
- Equity of Distribution (filling park or trail gaps)
- Strategic Partnerships
- Urgent Needs
- Ease of Implementation/Timeframe
- Economic Impact
- Completion of an Existing Project
- Construction and Maintenance Costs

Business Plan. The Parks, Open Space, and Trails business plan will identify specific action strategies for implementing prioritized recommendations including:

- Program-pricing philosophy
- Cost recovery policies that staff can apply to the city's recreation programs and offerings
- Feasible and innovative funding sources and strategies
- Opportunities for public/private partnerships or public agency partnerships
- A high-level marketing strategy that identifies target audiences, key messaging themes, communications and promotional platforms, and best practices



City of Englewood Parks and Recreation Master Plan Cost Recovery Model.

PATH TO SUCCESS:

Identify realistic and sustainable funding mechanisms for construction, operations, & maintenance

All cities must balance available revenues to provide essential government services that protect the health and safety of residents, and Woodland Park is no exception. We understand the delicate balance of fiscal responsibility while providing the parks and trails amenities that citizens and visitors expect. Our approach will help the community prioritize real projects that are obtainable within the financial capacity of the community and consistent with the city's fiscal stewardship goals. Our team is experienced at identify systems efficiencies that result in cost-savings and creative funding solutions.

Implementation Matrix. During this task, our team will develop an implementation matrix, or action plan, that summarizes and clearly communicates priority project details including implementation timeframe, lead agencies responsible for implementation, capital estimated cost, and long-term systems maintenance and operations costs.

Deliverables:

- Parks alternatives summary
- Open Space alternatives summary
- Trails alternatives summary
- Estimates of probable cost
- Prioritization matrix
- Open Space & Parks recommendation map
- Trails and connectivity recommendations map
- Draft Business Plan
- Implementation Matrix

ACTION PLAN

Table 14 summarizes the actions proposed in this plan and provides estimated costs for recommendations, including plans, designs and construction, or costs associated with additional studies. Costs are estimated in 2016 dollars and will need to be adjusted relative to inflation as time progresses.

Table 14. Summary Action Plan

ACTION	BUDGETARY COST RANGE
RENOVATE EXISTING PARK AND RECREATION ASSETS	
Major Park Redesigns	
Cushing Park & Depot Park	\$5 - \$6 million
Jason Park	\$1.7 - \$2 million
Denny Miller Field	\$5 - \$6 million
Little Dry Creek Greenway	\$3 - \$4 million
ADDITIONAL PARK AND RECREATION IMPROVEMENTS	
Baker Park	\$800,000 - \$1.2 million
Barde Park and Charles Hay Elementary School Property	\$1 - \$1.4 million
Bates-Logan Park	\$1.9 - \$2.2 million
Bellevue Park and Canine Corral	\$5.5 - \$6.5 million
Centennial Park	\$7.5 - \$8.5 million
Clarkson-Amherst Park	\$250,000 - \$300,000
Emerson Park	\$350,000 - \$400,000
Hosanna Athletic Complex	\$2.0 - \$2.5 Million
Romans Park	\$1.8 - \$2.2 million
Rotolo Park	\$1.0 - \$1.2 million
Northwest Greenbelt/Harvard Gulch Trail	\$1.9 - \$2.3 million
Southwest Greenbelt	\$1.0 - \$1.2 million
Englewood Recreation Center	Additional Feasibility Study needed
Malley Senior Recreation Center	Additional Feasibility Study needed
Pirates Cove	\$1.5 - \$3.0 million
Broken Tee Golf Course and Club House	\$2.0 - \$3.0 million
Maintenance funding	\$2.3 - 2.7 million annually
RESOLVE CONFLICTS AT DOG-PRIVILEGED PARKS	
Off-leash dog program public process	NA
ENHANCE RECREATIONAL SERVICES	
Update suite of service offerings	NA
CREATE NEW PARKS FOR EXISTING AND FUTURE RESIDENTS.	
Englewood Land Bank (1 to 4 residential lots)	2 acres (equivalent of 8-10 residential lots) \$2.4 - 3.0 million
Redevelopment area parks (Potential Redevelopment areas such as Sports Authority Headquarters)	NA, depending on developer responsibilities
UPDATE DEVELOPMENT POLICIES	
Update and consistently implement existing development fee requirements	NA

The need for deferred maintenance of capital assets to replace features that have reached the end of their useful life, or that are needed to stay up to date with current codes and recreation preferences, were discussed previously in the section that addresses renovations to existing assets.

Implementation Matrix from the City of Englewood Parks and Recreation Master Plan.

PHASE 5 –PLAN DEVELOPMENT

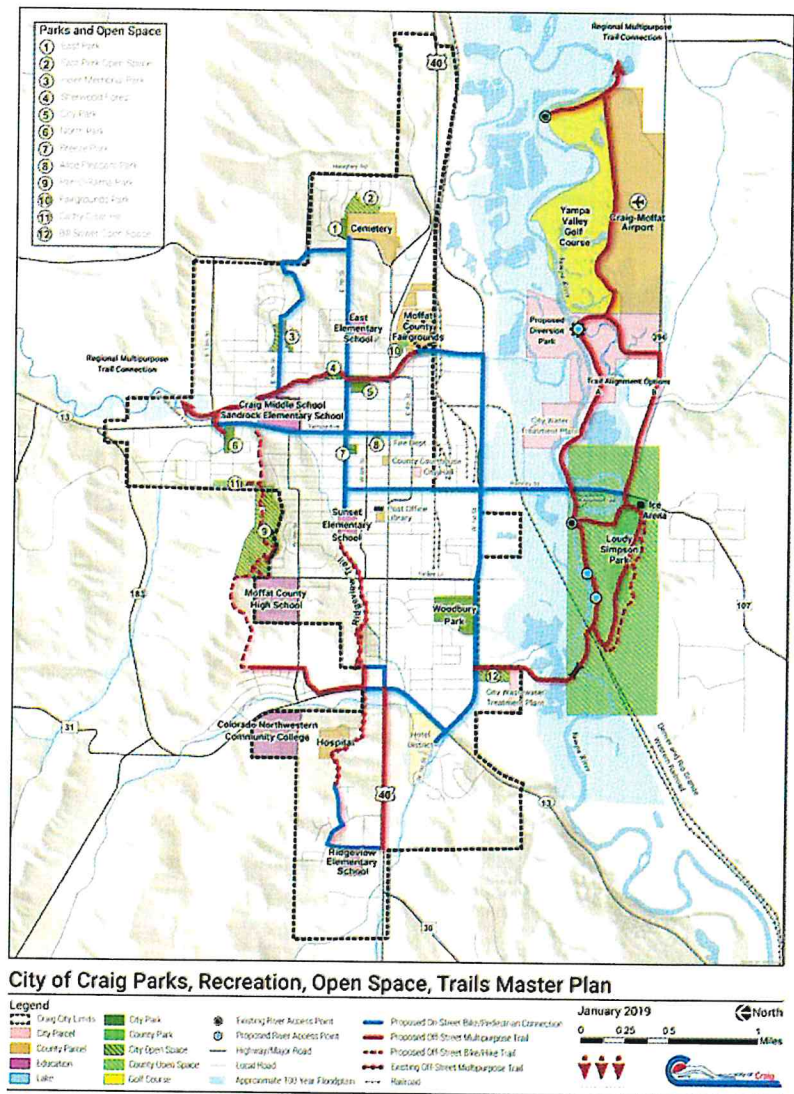
TASKS:

Draft Plan & Public Review. Our team will finalize all recommendations, maps, implementation matrices, and graphics into a complete draft plan for review and workshopping with the core project team and PRAB. Recommendations and priorities will be supported by recommendations maps and visuals that will be refined based on core team and PRAB feedback. After revisions are complete, we will publish a revised draft for public review through whatsupwoodlandpark.com and work with the city to announce the review period to the community.

Final Plan & Adoption. Based on consolidated comments from the community, we will refine the draft plan into a final document, which will be presented to the City Council for review and adoption.

Deliverables

- Plan outline
- Administrative Draft Plan assembly and layout (PDF)
- Final Plan (PDF)
- Geodatabase and Map Packages of all GIS layers created for the project
- Final maps and supporting visual exports (PDF)



4.0 BUDGET

	LABOR	EXP	TOTAL
Phase 1 - Community & Stakeholder Engagement			
Monthly Core Team Coordination Meetings	\$2,692		\$2,692
Woodland Park PM Coordination & Communication	\$2,646		\$2,646
PRAB Meetings	\$3,700	\$176	\$3,876
TAC Meetings	\$1,136		\$1,136
Kick-Off Day: Site Visits & Stakeholder Focus Groups	\$4,552	\$176	\$4,728
City Council Virtual Listening Session or Online Survey	\$928		\$928
Public Events In Person	\$3,910	\$500	\$4,410
Online Community Surveys	\$2,204		\$2,204
City Council Worksessions & Final Plan Presentation	\$2,257	\$352	\$2,609
Subtotal Phase 1	\$24,025	\$1,204	\$25,229
Phase 2 - Planning Context & Community Needs			
Review Existing Plans, Reports and Studies	\$1,474		\$1,474
Data Collection, Base Map Preparation, Cartography	\$3,135		\$3,135
Demographic Trends, Projections, and Development Patterns Analysis	\$1,684		\$1,684
Existing and Potential Programs, Park, Open Space and Trail Opportunities & Challenges	\$3,513		\$3,513
Needs Assessment Summary	\$2,228		\$2,228
Subtotal Phase 2	\$12,034	\$0	\$12,034
Phase 3 - Vision, Goals, Policies			
Draft Vision, Goals, Policies	\$1,682		\$1,682
Refined Vision, Goals, and Policies	\$766		\$766
Subtotal Phase 3	\$2,448	\$0	\$2,448
Phase 4 - Alternatives & Priorities			
Programs, Facilities, and Parks Alternatives	\$2,078		\$2,078
Open Space & Conservation/Restoration Alternatives	\$1,892		\$1,892
Trails & Connectivity Alternatives	\$1,916		\$1,916
Estimates of Probable Cost for Projects	\$2,700		\$2,700
Prioritization	\$3,470		\$3,470
Open Space & Parks Recommendations Map	\$2,014		\$2,014
Trails & Connectivity Recommendations Map	\$2,176		\$2,176
Refined Master Plan Map, Recommendations + Funding Strategies	\$2,154		\$2,154
Business Plan (Program Pricing Methodology, Cost Recovery Model, Funding Source, Key Partnerships, Marketing Strategy)	\$2,728		\$2,728
Implementation Action Plan	\$2,494		\$2,494
Subtotal Phase 4	\$23,622	\$0	\$23,622
Phase 5 - Plan Development			
Plan Organization & Outline	\$650		\$650
Administrative Draft Plan	\$6,670		\$6,670
Public Draft Plan	\$1,500		\$1,500
Final Plan	\$2,460		\$2,460
City Council Adoption	\$348		\$348
Subtotal Phase 5	\$11,628	\$0	\$11,628
Total	\$73,757	\$1,204	\$74,961

6.0 INSURANCE REQUIREMENTS AND SUPPORTING DOCUMENTATION

Logan Simpson can meet the City's insurance requirements outlined in the RFP and can provide a Certificate of Insurance upon request. A Certificate of Good Standing for the State of Colorado, below, serves as our supporting documentation for the firm. Applicable professional license numbers and certifications for our key personnel are listed on individual resumes.

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Logan Simpson Design Inc.

is an entity formed or registered under the law of Arizona . has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121376222 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/13/2022 that have been posted, and by documents delivered to this office electronically through 04/14/2022 @ 10:43:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/14/2022 @ 10:43:54 in accordance with applicable law. This certificate is assigned Confirmation Number 13946223 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Exhibit B

RATE SCHEDULE

{Rate schedule should include rates for all key personnel}



L O G A N S I M P S O N

Contract Rates
April 2022

Labor Classifications	Billing Rate
Archaeologist I	57.00
Archaeologist II	70.00
Archaeologist III	91.62
Archaeologist IV	122.33
Biologist	90.00
Biologist, Sr.	118.50
Environmental Planner	83.60
Environmental Planner Associate	105.00
Environmental Planner, Sr.	160.50
GIS Analyst	93.00
GIS Analyst Associate	103.50
GIS Analyst, Sr.	126.00
GIS Technician	63.00
Landscape Architect	105.30
Landscape Architect Associate	115.50
Landscape Architect, Sr.	132.75
Landscape Designer	92.00
Landscape Designer Associate	97.50
Landscape Designer, Sr.	141.00
Permitting Specialist, Sr.	123.00
Planner	87.00
Planner Associate	120.00
Planner, Sr.	148.50
Principal Archaeologist, Investigator	169.13
Principal Environmental Planner	211.26
Principal Landscape Architect	204.00
Principal Planner	250.00
Project Administrator	59.50
Project Administrator Associate	108.00

Reimbursable Expenses:

- Travel expenses at current federal rates based on the location of travel
- All other project expenses at cost

Exhibit C
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 _____ Logan Simpson _____, (hereinafter "Consultant") dated this ____ 19 day of _____ May _____, 2022.

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

1. Consultant certifies that, at the time of executing this Addendum, Consultant does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Consultant is required to:
 - a) Notify the subcontractor and the City within three (3) days that Consultant 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 Consultant 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. Consultant 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, Consultant has executed this Addendum on the date first above written. By the signature of its representative below, Consultant affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONSULTANT

Signature: _____

Name: _____ Jana D. McKenzie _____

Title: _____ Principal _____

Date: _____

_____ May 19, 2022 _____



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Ben Schmitt, City Engineer

DATE: June 2, 2022

SUBJECT: Approval of On Call Engineering and Land Use Development Services Contracts Between the City of Woodland Park, Basis, Baseline, JR Engineering, and Wilson and CO. (A)
(Presenter City Engineer Ben Schmidt)

BACKGROUND:

The City staff are working hard to provide safe, reliable, and functional infrastructure to the Citizens of Woodland Park. To complete major capital projects, develop our Citywide MS4 permit, and provide excellent customer service to our developers; the City solicited Request for Qualifications through the online procurement portal for On Call Engineering and Land Use Services. The RFQ specified the City could enter into contract with up to four firms, and renew contracts annually for up to five years.

The City received seven responsive proposals back. The top four firms (Baseline, Basis, JR Engineering, and Wilson and Co) were selected using grading criteria and a selection matrix which ranked the firms on their capacity to provide specialized expertise, and ability to work in conjunction with City staff to complete projects. The proposals were based on qualifications of the firms, with pricing submitted separately and not factored into the selection process. This allows for the City to utilize these firms for state and federally funded projects.

These consultants serve a vital role in design and project completion, since the City currently does not have in-house design and survey teams. It is common practice for municipalities to utilize these services, since they have a breadth of experience across multiple different project types (Civil, mechanical, structural, planning, etc.) and have dedicated specialized staff which can provide solutions for unique projects the City may complete.

RECOMMENDATION: *Approve the authorization for the Mayor and City Clerk to execute the Engineering and Land Development review contracts with Baseline Engineering Corporation, Basis Partners, Wilson and Company, and JR Engineering for all items outlined in the proposal.*

ATTACHMENTS:

1. 1- 2022 On-Call Consulting Contract - Basis (Semi-Executed)
2. 1- 2022 On-Call Consulting Contract - Wilson and Co (Semi-Executed)
3. 1- 2022 On-Call Consulting Contract Baseline (Semi-Executed)
4. 1- 2022 On-Call Consulting Contract JR Engineering (Semi-Executed)

CITY OF WOODLAND PARK

On-Call Engineering and Land Use Development Review Services Consulting Contract

With Basis Partners

THIS CONTRACT ("Contract") for On-Call Engineering and Land Use Development Services is entered into effective as of this 31 day of May, 2022, by and between the City of Woodland Park, a Colorado home rule city (the "City"), and Basis Partners (the "Consultant") (a Colorado Corporation).

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

TERMS

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

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

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

- a) Certificate of Insurance
- b) Service Agreement
- c) Notice of Acceptance
- d) Notice(s) to Proceed
- e) Experience Record
- f) Confidentiality Agreement
- g) Addenda

3. **COMPENSATION.** The City shall compensate the Consultant for the Work, subject to City annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents, in an aggregate amount not to exceed \$_____, based upon the rate schedule set forth in Exhibit B. The workload is solely dependent upon the needs of the City. **There is no guaranteed minimum or maximum amount of work or fee(s).** The not-to-exceed amount includes all of Consultant's direct and indirect costs. Consultant is not entitled to any

compensation beyond the not-to-exceed amount except as approved in writing by the City Engineer.

4. **NON-APPROPRIATION.** Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of the City, commencing in 2022, for payments due under this agreement, the City shall immediately notify Consultant or its assignee in writing of such occurrence and the City's obligations under this agreement shall terminate on the last of day of the fiscal year for which appropriations have been received or made without penalty or expense to the City.

5. **CHANGES IN THE SCOPE OF WORK.** A change in the Scope of Work shall comprise any change or amendment of the services or work, or any services or work which are different from or additional to the Work. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City Engineer. If the Consultant proceeds without such written authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the Work described in the scope of work set out in Exhibit A, it does so at its own risk.

A. **Progress Payments.** Consultant shall submit monthly invoices to the City's for progress payments for portions of the Work satisfactorily performed during each month during the term of the Contract. The City's approval of invoices shall be a condition of payment. The City will pay approved invoices, or parts thereof, 30 days after submittal. All invoices shall be addressed to the City as follows: "City of Woodland Park, P.O. Box 9007, Woodland Park, CO 80866, ATTN: CITY ENGINEER".

B. **Requirements for Payment.**

1. **Invoices.** Consultant invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City and shall be sufficient to substantiate all items for a proper audit and post audit thereof. Invoices shall be clearly marked and annotated with the City's assigned Purchase Order number(s) relevant to the task(s) for which payment is being requested.

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

C. **Unsatisfactory Invoices or Work.** The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for

Work, which is not completed as scheduled or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination of the Consultant.

5.1 TASK ORDER PROCEDURES.

A. General. The Services are divided into discrete Tasks. The Consultant shall proceed with Services under this Agreement only upon receipt from the City of a written order to perform the Services specified therein, which is issued pursuant to this section ("Task Order"). Each Task Order shall be performed within the Task Order Price.

B. Request for Task Order Submittal. When the City determines it requires the performance of any Task(s) by Consultant, it shall notify the Consultant by issuing a written "Request for Task Order Submittal," setting forth the milestones for key elements of the Task(s), providing any additional detail needed to further describe the Task(s), and establishing the deliverables to be produced by the Consultant for the Task(s).

C. Compensation Calculation. The Task Order Price shall be determined using a Lump Sum Method or Time & Materials Method. In each Request for Task Order Submittal, the City shall specify the method of compensation Consultant shall use to calculate the Proposed Task Order Price in the relevant Task Order Submittal. However, the parties may agree in writing to use a method of compensation other than the one specified by the City in the Request for Task Order Submittal. The Task Order Price for each Task Order shall be finally determined according to the procedures set forth in this section.

D. Consultant's Response. Within seven (7) working days of receipt of the City's Request for Task Order Submittal, the Consultant shall respond by providing the following documents (collectively the "Task Order Submittal") to the City for approval:

1. Names and resumes (if not previously provided) of proposed personnel providing the Services of the Task Order;
2. A schedule in sufficient detail to properly depict the Task(s);
3. Task Order Scope of Services;
4. A work plan that adequately describes the discrete portions of the Task(s); and
5. A Proposed Task Order Price which contains an itemized breakdown of the costs, including necessary staffing, man-hours and Direct Costs corresponding to discrete portions of the Task (Direct Costs mean all direct costs, including but not limited to direct salary costs and those items and costs specifically listed as Direct Costs in Exhibit B and are costs other than the general administrative costs and other overhead costs).

E. Negotiation Regarding Task Order. The City will review the Task Order Submittal and the Parties may negotiate the terms thereof. If the City and the Consultant cannot agree on Task Order Submittal, the City may, in addition to performing the Task itself or engaging a third party to perform the Task, (1) reject the Request for Task Order Submittal or (2) direct the Consultant to proceed on a Specific Rate of Pay Method basis.

F. Issuance of Task Order. If the City approves the Consultant's Task Order Submittal for the identified Task(s) or the parties successfully negotiate the Task Order Submittal, the City may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order Submittal and for a price which shall not exceed the price provided in the Task Order (the "Task Order Price"). Consultant agrees it shall not be compensated for any amounts in excess of the Task Order Price, unless such amounts have been authorized by the City by a written Task Order amendment prior to the performance of the Service(s) which created the excess. The Consultant shall not initiate any Task(s) prior to the receipt of a Task Order.

F. Suspension of Task(s). The City may, at any time and for any reason, order the Consultant, in writing, to suspend all or any part of the Services required to perform a Task(s) for the period of time the City determines appropriate. In the event of such a suspension, the Consultant shall take all steps necessary to reduce the costs incidental to the suspension.

6. TERM OF CONTRACT/START AND COMPLETION OF WORK. Consultant shall commence Work when the City gives the Consultant a written notice to proceed. The Consultant shall complete all Work by December, 31 2022, or when the Work has been completely performed to the City's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

The City shall have the option to renew the contract for subsequent one-year terms for up to four one-year terms. Renewals would commence on or about January 1 of each subsequent one-year period. Continuation of the contract beyond the first year is at the sole discretion of the City and will be exercised only when such continuation is in the best interest of the City. The Consultant shall notify the City of any and all proposed price adjustments no later than September 30 of the year prior to the year in which any proposed new prices are to be charged to the City. The City reserves the right to reject any price adjustments submitted by the Consultant and/or terminate the contract with the Consultant based on such price adjustments.

7. CONSULTANT'S REPRESENTATIONS.

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

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

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

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

E. Workers Without Authorization. Prior to the execution of this agreement, Consultant shall certify to the City, by completing the Worker Without Authorization Addendum attached hereto as Exhibit C, that at the time of certification, it 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.

F. The Consultant hereby agrees that he or she has previously disclosed to the City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

G. Consultant shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Consultant's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Consultant shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

H. Consultant will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Work Order(s) issued pursuant to this Agreement, unless specified otherwise in the Specifications

I. This Contract constitutes the legal, valid and binding obligation of the Consultant and its respective heirs, executors, administrators, successors, assigns, and is enforceable in accordance with its terms.

8. INDEMNIFICATION.

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

extended by the Consultant to the City under this section shall survive termination or expiration of this Contract.

B. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

9. RESPONSIBILITY OF THE CONSULTANT

A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.

B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.

C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

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

11. OWNERSHIP OF MATERIALS AND RISK OF LOSS. The City shall be deemed the owner of all materials incorporated into the Work, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, at such time as the City has paid for those materials, and shall be deemed the owner of all materials paid for by the City. Any reuse or modification by the City of Consultant's work product without Consultant's permission shall be at City's sole risk. Until all of the work is completed, the risk of loss or damage to the Work or work product shall reside with the Consultant.

12. TERMINATION

The City will reserve the right to terminate this contract at any time if, in the opinion of the City Engineer, the Consultant is not performing according to the provisions of the contract.

A. Types of Termination.

1. Default and Termination for Cause. Events of Default. Consultant shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described in this section.

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the City or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Consultant to assign its performance of this Contract without the consent specified by this agreement.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the City.

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

B. Remedies.

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

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

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

C. Payment and Liabilities Upon Termination.

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

Consultant in writing of the amount the Consultant owes the City or the amount the City owes the Consultant.

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

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

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

13. INSURANCE.

A. Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions hereof, and at any time thereafter necessary to protect the City and its respective officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Contract by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this section. All insurance is to be placed with insurance carriers authorized in the State of Colorado with an A.M. Best and Company rating of no less than A or as otherwise accepted by the City. The City and its respective officers, employees, and agents shall be named as an additional insured on the Consultant's commercial general liability insurance, automobile liability insurance, and excess liability insurance. Consultant's insurance shall provide that the insurer will give the City thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this section, except for ten (10) days notice for cancellation due to non-payment of premium.

B. Minimum Insurance Coverages:

1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of \$100,000 each accident, \$500,000 Disease-Policy Limit, \$100,000 Disease each employee.
2. Commercial general liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence; \$2,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability without employment exclusion;
- c. Blanket contractual;
- d. Broad form property damage, including completed operations;
- e. Products and completed operations;
- f. Independent Consultant's coverage;
- g. Explosion, collapse and underground;
- h. Consultants' limited pollution coverage; and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

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

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

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

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

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

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

replacement certificate(s) evidencing the continuation of the required policies at least 15 days prior to expiration.

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

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

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

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

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

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

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

14. MISCELLANEOUS PROVISIONS.

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

EMPLOYEES OR AGENTS OF THE CITY. THE CITY IS CONCERNED ONLY WITH THE RESULTS TO BE OBTAINED.

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

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

City:

City of Woodland Park
P.O. Box 9007
Woodland Park, CO 80866
Attn: City Engineer

Consultant:

Basis Partners
25 N. Spruce Suite 310
Colorado Springs, CO 80905
Attn: Dan Dahlke

Either party may change its address for the purpose of this section by giving written notice of such change to the other party.

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

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

F. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default, or a continuing waiver of the provisions in question.

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

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

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

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

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

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

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

CITY OF WOODLAND PARK

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

CONSULTANT

Basis Partners / Nouraldean "Dino" Bakkar, PE

By: 

Its: Manager

ATTEST:

A handwritten signature in blue ink, appearing to read "D. Dahlke".

Dan Dahlke, PE
Project Manager

Exhibit A

On-Call Engineering and Land Use Development Review Services City of Woodland Park

Scope of Work:

This Scope of Work outlines the services to be provided to the City of Woodland Park on an on-call basis to support the Public Works Department, Utilities Department and Planning Department staffs and other City staff as required. The following tasks are typical of the work expected during period of the contract. Tasks other than routine engineering reviews will require approval by the City Engineer prior to initiation.

1. Engineering Technical Services Task:

The Consultant shall only perform work that is assigned in an authorized Task Order. An awarded Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to the City including, but not limited to, the following:

- a. Development of City MS4 Permit
- b. Review of development submittals including (but not limited to) Site Plans, Construction Drawings, Drainage Reports, and Traffic Studies.
- c. Provide consulting and professional services including project planning, design, engineering, land surveying, right of way design and acquisition, construction phasing, and drafting services.
- d. Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- e. Provide field surveys as requested.
- f. Attend all typical CDOT progress meetings, such as Scoping, FIR, FOR, etc.
- g. Provide all specialty groups needed for the project (Environmental, Right of Way, Utilities, Traffic, Hydraulics, Surveying, Geotech, etc.).
- h. Provide maps and mapping services as requested.
- i. Coordinate with all affected agencies including CDOT, railroads, utility and ditch companies, and property/business owners.
- j. Preparation and review of legal descriptions for easements, Rights-of-Way, etc.
- k. Review the City's requested project and/or task to be accomplished, and provide preliminary consultation, research and evaluation of same.
- l. Assist the City's Engineering Division with presentations and/or recommendations to City staff administration, or City Council.
- m. Review and provide comments on environmental documents for proposed projects submitted to the City in accordance with the Colorado Department of Health and Environment requirements.
- n. Provide other engineering and design services as requested.

2. Planning/Land Use Development Review Services Task:

To adequately serve our development community, the City requires the services of qualified individuals or firms to manage applications or specific projects offsite or occasionally on-site at City Hall, according to Planning Department staffing needs. Under the direction of the Director of Planning, the consultant(s) will provide the

range of expertise necessary to carry out the normal functions of a professional planner. All services provided by the consultant shall be performed by individuals who meet the qualifications, education, and certifications/licensing requirements for the professional Planning levels of Planner I to Senior Planner. Qualified individuals shall possess five (5) or more years of professional planning work experience in the public or private sector. The primary needs are in the Planner I to Senior Planner categories; however the Planning Department would like to have the flexibility to call upon any level of Planning professional during workload increases. Based on qualifications presented in the response to this RFP, the City will select a firm or individual that is best able to provide such services for upcoming projects.

Examples of land use development review projects:

- Subdivision (Lot Line Adjustment, Minor and Major)
- PUD Amendments
- Site Plan (multi-family, commercial, industrial and mixed use)

At such time when the consultant's services are required, staff will email a request for services, including a project description and any pertinent supporting information. The consultant will evaluate the proposal and provide a brief response including the proposed scope of work, timeline, and hourly rates (if such rates differ from the rates specified in the Professional Services Agreement).

Exhibit B

RATE SCHEDULE

{Rate schedule should include rates for all key personnel}

The tables below will be used to bill labor and expenses for services performed during 2022. Labor rates are per hour and include time spent working on the project whether in the office, field, or traveling.

HOURLY LABOR RATES BY CLASSIFICATION					
CLASSIFICATION	RATE	CLASSIFICATION	RATE	CLASSIFICATION	RATE
Principal 1	\$260.00	Professional 8	\$180.00	Technical 6	\$125.00
Professional 1	\$110.00	Professional 9	\$190.00	Technical 7	\$135.00
Professional 2	\$120.00	Professional 10	\$210.00	Technical 8	\$145.00
Professional 3	\$130.00	Technical 1	\$75.00	Technical 9	\$155.00
Professional 4	\$140.00	Technical 2	\$85.00	Technical 10	\$165.00
Professional 5	\$150.00	Technical 3	\$95.00	Intern	\$55.00
Professional 6	\$160.00	Technical 4	\$105.00		
Professional 7	\$170.00	Technical 5	\$115.00		

OTHER REIMBURSABLE COSTS			
EXPENSE	RATE	EXPENSE	RATE
Vehicle mileage	Included ¹	Subconsultants	At cost
Travel per diem - M&IE	At cost ²	Vendors	At cost
Travel per diem - Lodging	At cost ²		
Other travel costs	Included ¹		
Reproduction Supplies	Included ¹		
Other Expenses	Included ^{1,3}		

¹ Expenses marked "included" are included in the labor rates and will not be billed separately.

² Per diem will only be billed if required by the contract and paid to the employee. Per diem rates will match the federal GSA rate in effect for the location.

³ Unless specified otherwise in the contract.

Exhibit C

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 _____, (hereinafter “Consultant”) dated this ____ day of _____, 2022.

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

1. Consultant certifies that, at the time of executing this Addendum, Consultant does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Consultant is required to:
 - a) Notify the subcontractor and the City within three (3) days that Consultant 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 Consultant 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. Consultant 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, Consultant has executed this Addendum on the date first above written. By the signature of its representative below, Consultant affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONSULTANT

Signature: _____
Name: _____
Title: _____
Date: _____

CITY OF WOODLAND PARK

On-Call Engineering and Land Use Development Review Services Consulting Contract

With
Wilson and Company, Inc.

THIS CONTRACT ("Contract") for On-Call Engineering and Land Use Development Services is entered into effective as of this _____ day of _____, 2022, by and between the City of Woodland Park, a Colorado home rule city (the "City"), and Wilson & Company, Inc., Engineers & Architects (the "Consultant") (a Kansas Corporation).

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

TERMS

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

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

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

- a) Certificate of Insurance
- b) Service Agreement
- c) Notice of Acceptance
- d) Notice(s) to Proceed
- e) Experience Record
- f) Confidentiality Agreement
- g) Addenda

3. **COMPENSATION.** The City shall compensate the Consultant for the Work, subject to City annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents, in an aggregate amount not to exceed \$_____, based upon the rate schedule set forth in Exhibit B. The workload is solely dependent upon the needs of the City. **There is no guaranteed minimum or maximum amount of work or fee(s).** The not-to-exceed amount includes all of Consultant's direct and indirect costs. Consultant is not entitled to any

compensation beyond the not-to-exceed amount except as approved in writing by the City Engineer.

4. **NON-APPROPRIATION.** Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of the City, commencing in 2022, for payments due under this agreement, the City shall immediately notify Consultant or its assignee in writing of such occurrence and the City's obligations under this agreement shall terminate on the last of day of the fiscal year for which appropriations have been received or made without penalty or expense to the City.

5. **CHANGES IN THE SCOPE OF WORK.** A change in the Scope of Work shall comprise any change or amendment of the services or work, or any services or work which are different from or additional to the Work. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City Engineer. If the Consultant proceeds without such written authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the Work described in the scope of work set out in Exhibit A, it does so at its own risk.

A. **Progress Payments.** Consultant shall submit monthly invoices to the City's for progress payments for portions of the Work satisfactorily performed during each month during the term of the Contract. The City's approval of invoices shall be a condition of payment. The City will pay approved invoices, or parts thereof, 30 days after submittal. All invoices shall be addressed to the City as follows: "City of Woodland Park, P.O. Box 9007, Woodland Park, CO 80866, ATTN: CITY ENGINEER".

B. **Requirements for Payment.**

1. **Invoices.** Consultant invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City and shall be sufficient to substantiate all items for a proper audit and post audit thereof. Invoices shall be clearly marked and annotated with the City's assigned Purchase Order number(s) relevant to the task(s) for which payment is being requested.

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

C. **Unsatisfactory Invoices or Work.** The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for

Work, which is not completed as scheduled or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination of the Consultant.

5.1 TASK ORDER PROCEDURES.

A. General. The Services are divided into discrete Tasks. The Consultant shall proceed with Services under this Agreement only upon receipt from the City of a written order to perform the Services specified therein, which is issued pursuant to this section ("Task Order"). Each Task Order shall be performed within the Task Order Price.

B. Request for Task Order Submittal. When the City determines it requires the performance of any Task(s) by Consultant, it shall notify the Consultant by issuing a written "Request for Task Order Submittal," setting forth the milestones for key elements of the Task(s), providing any additional detail needed to further describe the Task(s), and establishing the deliverables to be produced by the Consultant for the Task(s).

C. Compensation Calculation. The Task Order Price shall be determined using a Lump Sum Method or Time & Materials Method. In each Request for Task Order Submittal, the City shall specify the method of compensation Consultant shall use to calculate the Proposed Task Order Price in the relevant Task Order Submittal. However, the parties may agree in writing to use a method of compensation other than the one specified by the City in the Request for Task Order Submittal. The Task Order Price for each Task Order shall be finally determined according to the procedures set forth in this section.

D. Consultant's Response. Within seven (7) working days of receipt of the City's Request for Task Order Submittal, the Consultant shall respond by providing the following documents (collectively the "Task Order Submittal") to the City for approval:

1. Names and resumes (if not previously provided) of proposed personnel providing the Services of the Task Order;
2. A schedule in sufficient detail to properly depict the Task(s);
3. Task Order Scope of Services;
4. A work plan that adequately describes the discrete portions of the Task(s); and
5. A Proposed Task Order Price which contains an itemized breakdown of the costs, including necessary staffing, man-hours and Direct Costs corresponding to discrete portions of the Task (Direct Costs mean all direct costs, including but not limited to direct salary costs and those items and costs specifically listed as Direct Costs in Exhibit B and are costs other than the general administrative costs and other overhead costs).

E. Negotiation Regarding Task Order. The City will review the Task Order Submittal and the Parties may negotiate the terms thereof. If the City and the Consultant cannot agree on Task Order Submittal, the City may, in addition to performing the Task itself or engaging a third party to perform the Task, (1) reject the Request for Task Order Submittal or (2) direct the Consultant to proceed on a Specific Rate of Pay Method basis.

F. Issuance of Task Order. If the City approves the Consultant's Task Order Submittal for the identified Task(s) or the parties successfully negotiate the Task Order Submittal, the City may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order Submittal and for a price which shall not exceed the price provided in the Task Order (the "Task Order Price"). Consultant agrees it shall not be compensated for any amounts in excess of the Task Order Price, unless such amounts have been authorized by the City by a written Task Order amendment prior to the performance of the Service(s) which created the excess. The Consultant shall not initiate any Task(s) prior to the receipt of a Task Order.

F. Suspension of Task(s). The City may, at any time and for any reason, order the Consultant, in writing, to suspend all or any part of the Services required to perform a Task(s) for the period of time the City determines appropriate. In the event of such a suspension, the Consultant shall take all steps necessary to reduce the costs incidental to the suspension.

6. TERM OF CONTRACT/START AND COMPLETION OF WORK. Consultant shall commence Work when the City gives the Consultant a written notice to proceed. The Consultant shall complete all Work by December, 31 2022, or when the Work has been completely performed to the City's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

The City shall have the option to renew the contract for subsequent one-year terms for up to four one-year terms. Renewals would commence on or about January 1 of each subsequent one-year period. Continuation of the contract beyond the first year is at the sole discretion of the City and will be exercised only when such continuation is in the best interest of the City. The Consultant shall notify the City of any and all proposed price adjustments no later than September 30 of the year prior to the year in which any proposed new prices are to be charged to the City. The City reserves the right to reject any price adjustments submitted by the Consultant and/or terminate the contract with the Consultant based on such price adjustments.

7. CONSULTANT'S REPRESENTATIONS.

A. Consultant has the required authority, ability, skills and capacity to, and shall, perform the Work in a manner consistent as a professional practicing in the same or similar locality under the same or similar circumstances at the time the Services are performed (the "Standard of Care"), with this Contract. Further, all employees and subcontractors of Consultant employed in performing the Work shall have the skill, experience and licenses required to perform the Work assigned to them.

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

C. It is validly organized and exists in good standing under the laws of the State of Colorado, and has all requisite power to own its properties and assets and to carry on its business as

now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

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

E. Workers Without Authorization. Prior to the execution of this agreement, Consultant shall certify to the City, by completing the Worker Without Authorization Addendum attached hereto as Exhibit C, that at the time of certification, it 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.

F. The Consultant hereby agrees that he or she has previously disclosed to the City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

G. Consultant shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Consultant's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Consultant shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

H. Consultant will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Work Order(s) issued pursuant to this Agreement, unless specified otherwise in the Specifications

I. This Contract constitutes the legal, valid and binding obligation of the Consultant and its respective heirs, executors, administrators, successors, assigns, and is enforceable in accordance with its terms.

8. INDEMNIFICATION.

A. Consultant shall indemnify, defend (and hold harmless the City and each of its officers, employees, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, bodily injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent caused by or arise from,, the negligent acts or omissions of the Consultant or any of its subcontractors or material suppliers, agents or employees, in connection with this Contract and/or the Consultant's Work hereunder. Further, the Consultant hereby agrees to indemnify, defend) and hold harmless the City and each of its officers and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, , damages, bodily injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising from the negligent acts or omissions of the Consultant, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any

subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the City or any of its officers or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. The obligations of the indemnifications extended by the Consultant to the City under this section shall survive termination or expiration of this Contract.

B. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

9. PROJECT WARRANTIES.

A. Notwithstanding any other provision of the this Agreement, or any other document constituting a part of this Agreement to the contrary, it is agreed as follows: (i) Consultant expressly disclaims all express or implied warranties and guarantees with respect to the quality of performance of professional services, (ii) it is agreed that the quality of such services shall be judged solely as to whether Consultant performed the Services consistent with the Standard of Care, (iii) Consultant shall not provide indemnification or defense of any indemnitee other than to the extent provided for in Section 8 above and in the other sections contained in the body of this Agreement (excluding any indemnity provisions of any document incorporated as part of this Agreement or any other document forming a part of this Agreement), (iv) any provision in this Agreement that requires compliance with any laws or regulations or the requirements of any authority having jurisdiction over the project or specifies that any work, services or documents must comply with laws, regulations or such requirements shall be interpreted to mean that Consultant shall exercise the Standard of Care to comply with such laws, regulations and requirements.

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

11. OWNERSHIP OF MATERIALS AND RISK OF LOSS. The City shall be deemed the owner of all materials incorporated into the Work, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, at such time as the City has paid for those materials, and shall be deemed the owner of all materials paid for by the City. Any reuse or modification by the City of Consultant's work product without Consultant's permission shall be at City's sole risk. Until all of the work is completed, the risk of loss or damage to the Work or work product shall reside with the Consultant

12. TERMINATION

The City will reserve the right to terminate this contract at any time if, in the opinion of the City Engineer, the Consultant is not performing according to the provisions of the contract.

A. Types of Termination.

1. Default and Termination for Cause. Events of Default. Consultant shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described in this section.

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the City or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Consultant to assign its performance of this Contract without the consent specified by this agreement.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the City.

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

B. Remedies.

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

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

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

C. Payment and Liabilities Upon Termination.

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

Consultant under this Contract shall be deducted from any monies due or which may become due to the Consultant. The City shall determine the total amount due and shall notify the Consultant in writing of the amount the Consultant owes the City or the amount the City owes the Consultant.

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

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

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

13. INSURANCE.

A. Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions hereof, and at any time thereafter necessary to protect the City and its respective officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Contract by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this section. All insurance is to be placed with insurance carriers authorized in the State of Colorado with an A.M. Best and Company rating of no less than A or as otherwise accepted by the City. The City and its respective officers, employees, and agents shall be named as an additional insured on the Consultant's commercial general liability insurance, automobile liability insurance, and excess liability insurance. Consultant's insurance shall provide that the insurer will give the City thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this section, except for ten (10) days notice for cancellation due to non-payment of premium.

B. Minimum Insurance Coverages:

1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of \$100,000 each accident, \$500,000 Disease-Policy Limit, \$100,000 Disease each employee.
2. Commercial general liability insurance in the amount of \$1,000,000 per occurrence limit bodily injury and property damage, each occurrence; \$2,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate. Coverage shall be

on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage subject to policy terms, conditions and exclusions and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability without employment exclusion;
- c. Blanket contractual;
- d. Broad form property damage, including completed operations;
- e. Products and completed operations;
- f. Independent Consultant's coverage;
- g. Explosion, collapse and underground;
- h. Consultants' limited pollution coverage; and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

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

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

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

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

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

D. Certificates of Insurance. Prior to commencing any work under the Contract, the Consultant shall provide the City with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the work, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage, and automobile liability insurance, in amounts satisfactory to the City and the Consultant and containing the

“additional insured” and “cancellation” conditions found in this section. If the coverage required expires during the term of this Contract, the Consultant and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least 15 days prior to expiration.

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

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

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

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

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

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

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

14. MISCELLANEOUS PROVISIONS.

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

B. Timeliness of Performance. The performance of the Work of the Consultant shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of the Contract. The Consultant acknowledges the importance to the City of the City's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this agreement in a manner consistent with the schedule. The City understands, however, that the Consultant's performance must be governed by sound professional practices..

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

City:

City of Woodland Park
P.O. Box 9007
Woodland Park, CO 80866
Attn: City Engineer

Consultant:

Wilson & Company
5755 Mark Dabbling Blvd., Ste 220
Colorado Springs, CO 80919
Attn: Brian Spano, PE

Either party may change its address for the purpose of this section by giving written notice of such change to the other party.

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

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

F. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default, or a continuing waiver of the provisions in question.

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

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

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

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

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

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

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

CITY OF WOODLAND PARK

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

CONSULTANT



By: Carey Wilson, PE

Its: Vice President

ATTEST:



Exhibit A

On-Call Engineering and Land Use Development Review Services City of Woodland Park

Scope of Work:

This Scope of Work outlines the services to be provided to the City of Woodland Park on an on-call basis to support the Public Works Department, Utilities Department and Planning Department staffs and other City staff as required. The following tasks are typical of the work expected during period of the contract. Tasks other than routine engineering reviews will require approval by the City Engineer prior to initiation.

1. Engineering Technical Services Task:

The Consultant shall only perform work that is assigned in an authorized Task Order. An awarded Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to the City including, but not limited to, the following:

- a. Development of City MS4 Permit
- b. Review of development submittals including (but not limited to) Site Plans, Construction Drawings, Drainage Reports, and Traffic Studies.
- c. Provide consulting and professional services including project planning, design, engineering, land surveying, right of way design and acquisition, construction phasing, and drafting services.
- d. Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- e. Provide field surveys as requested.
- f. Attend all typical CDOT progress meetings, such as Scoping, FIR, FOR, etc.
- g. Provide all specialty groups needed for the project (Environmental, Right of Way, Utilities, Traffic, Hydraulics, Surveying, Geotech, etc.).
- h. Provide maps and mapping services as requested.
- i. Coordinate with all affected agencies including CDOT, railroads, utility and ditch companies, and property/business owners.
- j. Preparation and review of legal descriptions for easements, Rights-of-Way, etc.
- k. Review the City's requested project and/or task to be accomplished, and provide preliminary consultation, research and evaluation of same.
- l. Assist the City's Engineering Division with presentations and/or recommendations to City staff administration, or City Council.
- m. Review and provide comments on environmental documents for proposed projects submitted to the City in accordance with the Colorado Department of Health and Environment requirements.
- n. Provide other engineering and design services as requested.

2. Planning/Land Use Development Review Services Task:

To adequately serve our development community, the City requires the services of qualified individuals or firms to manage applications or specific projects offsite or occasionally on-site at City Hall, according to Planning Department staffing needs. Under the direction of the Director of Planning, the consultant(s) will provide the

range of expertise necessary to carry out the normal functions of a professional planner. All services provided by the consultant shall be performed by individuals who meet the qualifications, education, and certifications/licensing requirements for the professional Planning levels of Planner I to Senior Planner. Qualified individuals shall possess five (5) or more years of professional planning work experience in the public or private sector. The primary needs are in the Planner I to Senior Planner categories; however the Planning Department would like to have the flexibility to call upon any level of Planning professional during workload increases. Based on qualifications presented in the response to this RFP, the City will select a firm or individual that is best able to provide such services for upcoming projects.

Examples of land use development review projects:

- Subdivision (Lot Line Adjustment, Minor and Major)
- PUD Amendments
- Site Plan (multi-family, commercial, industrial and mixed use)

At such time when the consultant's services are required, staff will email a request for services, including a project description and any pertinent supporting information. The consultant will evaluate the proposal and provide a brief response including the proposed scope of work, timeline, and hourly rates (if such rates differ from the rates specified in the Professional Services Agreement).

Exhibit B

RATE SCHEDULE

{Rate schedule should include rates for all key personnel}

Exhibit C

WORKER WITHOUT AUTHORIZATION ADDENDUM

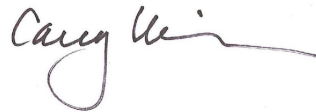
This Worker Without Authorization Addendum (hereinafter "Addendum") attached hereto and incorporated herein by this reference, is made to this Agreement by and between the City of Woodland Park (hereinafter "City"), a municipal corporation of the State of Colorado, and _____, (hereinafter "Consultant") dated this ____ day of _____, 2022.

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

1. Consultant certifies that, at the time of executing this Addendum, Consultant does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Consultant is required to:
 - a) Notify the subcontractor and the City within three (3) days that Consultant 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 Consultant 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. Consultant 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, Consultant has executed this Addendum on the date first above written. By the signature of its representative below, Consultant affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONSULTANT



Signature:

Name:

Carey Wilson, PE

Title:

Vice President

Date:

May 31, 2022

CITY OF WOODLAND PARK

On-Call Engineering and Land Use Development Review Services Consulting Contract

With Baseline Engineering Corporation

THIS CONTRACT ("Contract") for On-Call Engineering and Land Use Development Services between the City of Woodland Park, a Colorado home rule city (the "City"), and _____ (the "Consultant") (a Colorado Corporation).

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

TERMS

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

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

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

- a) Certificate of Insurance
- b) Service Agreement
- c) Notice of Acceptance
- d) Notice(s) to Proceed
- e) Experience Record
- f) Confidentiality Agreement
- g) Addenda

3. **COMPENSATION.** The City shall compensate the Consultant for the Work, subject to City annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents, in an aggregate amount not to exceed \$_____, based upon the rate schedule set forth in Exhibit B. The workload is solely dependant upon the needs of the City. **There is no guaranteed minimum or maximum amount of work or fee(s).** The not-to-exceed amount includes all of Consultant's direct and indirect costs. Consultant is not entitled to any

compensation beyond the not-to-exceed amount except as approved in writing by the City Engineer.

4. **NON-APPROPRIATION.** Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of the City, commencing in 2022, for payments due under this agreement, the City shall immediately notify Consultant or its assignee in writing of such occurrence and the City's obligations under this agreement shall terminate on the last of day of the fiscal year for which appropriations have been received or made without penalty or expense to the City.

5. **CHANGES IN THE SCOPE OF WORK.** A change in the Scope of Work shall comprise any change or amendment of the services or work, or any services or work which are different from or additional to the Work. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City Engineer. If the Consultant proceeds without such written authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the Work described in the scope of work set out in Exhibit A, it does so at its own risk.

A. **Progress Payments.** Consultant shall submit monthly invoices to the City's for progress payments for portions of the Work satisfactorily performed during each month during the term of the Contract. The City's approval of invoices shall be a condition of payment. The City will pay approved invoices, or parts thereof, 30 days after submittal. All invoices shall be addressed to the City as follows: "City of Woodland Park, P.O. Box 9007, Woodland Park, CO 80866, ATTN: CITY ENGINEER".

B. **Requirements for Payment.**

1. **Invoices.** Consultant invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City and shall be sufficient to substantiate all items for a proper audit and post audit thereof. Invoices shall be clearly marked and annotated with the City's assigned Purchase Order number(s) relevant to the task(s) for which payment is being requested.

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

C. **Unsatisfactory Invoices or Work.** The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for

Work, which is not completed as scheduled or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination of the Consultant.

5.1 TASK ORDER PROCEDURES.

A. General. The Services are divided into discrete Tasks. The Consultant shall proceed with Services under this Agreement only upon receipt from the City of a written order to perform the Services specified therein, which is issued pursuant to this section ("Task Order"). Each Task Order shall be performed within the Task Order Price.

B. Request for Task Order Submittal. When the City determines it requires the performance of any Task(s) by Consultant, it shall notify the Consultant by issuing a written "Request for Task Order Submittal," setting forth the milestones for key elements of the Task(s), providing any additional detail needed to further describe the Task(s), and establishing the deliverables to be produced by the Consultant for the Task(s).

C. Compensation Calculation. The Task Order Price shall be determined using a Lump Sum Method or Time & Materials Method. In each Request for Task Order Submittal, the City shall specify the method of compensation Consultant shall use to calculate the Proposed Task Order Price in the relevant Task Order Submittal. However, the parties may agree in writing to use a method of compensation other than the one specified by the City in the Request for Task Order Submittal. The Task Order Price for each Task Order shall be finally determined according to the procedures set forth in this section.

D. Consultant's Response. Within seven (7) working days of receipt of the City's Request for Task Order Submittal, the Consultant shall respond by providing the following documents (collectively the "Task Order Submittal") to the City for approval:

1. Names and resumes (if not previously provided) of proposed personnel providing the Services of the Task Order;
2. A schedule in sufficient detail to properly depict the Task(s);
3. Task Order Scope of Services;
4. A work plan that adequately describes the discrete portions of the Task(s); and
5. A Proposed Task Order Price which contains an itemized breakdown of the costs, including necessary staffing, man-hours and Direct Costs corresponding to discrete portions of the Task (Direct Costs mean all direct costs, including but not limited to direct salary costs and those items and costs specifically listed as Direct Costs in Exhibit B and are costs other than the general administrative costs and other overhead costs).

E. Negotiation Regarding Task Order. The City will review the Task Order Submittal and the Parties may negotiate the terms thereof. If the City and the Consultant cannot agree on Task Order Submittal, the City may, in addition to performing the Task itself or engaging a third party to perform the Task, (1) reject the Request for Task Order Submittal or (2) direct the Consultant to proceed on a Specific Rate of Pay Method basis.

F. Issuance of Task Order. If the City approves the Consultant's Task Order Submittal for the identified Task(s) or the parties successfully negotiate the Task Order Submittal, the City may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order Submittal and for a price which shall not exceed the price provided in the Task Order (the "Task Order Price"). Consultant agrees it shall not be compensated for any amounts in excess of the Task Order Price, unless such amounts have been authorized by the City by a written Task Order amendment prior to the performance of the Service(s) which created the excess. The Consultant shall not initiate any Task(s) prior to the receipt of a Task Order.

F. Suspension of Task(s). The City may, at any time and for any reason, order the Consultant, in writing, to suspend all or any part of the Services required to perform a Task(s) for the period of time the City determines appropriate. In the event of such a suspension, the Consultant shall take all steps necessary to reduce the costs incidental to the suspension.

6. TERM OF CONTRACT/START AND COMPLETION OF WORK. Consultant shall commence Work when the City gives the Consultant a written notice to proceed. The Consultant shall complete all Work by December, 31 2022, or when the Work has been completely performed to the City's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

The City shall have the option to renew the contract for subsequent one-year terms for up to four one-year terms. Renewals would commence on or about January 1 of each subsequent one-year period. Continuation of the contract beyond the first year is at the sole discretion of the City and will be exercised only when such continuation is in the best interest of the City. The Consultant shall notify the City of any and all proposed price adjustments no later than September 30 of the year prior to the year in which any proposed new prices are to be charged to the City. The City reserves the right to reject any price adjustments submitted by the Consultant and/or terminate the contract with the Consultant based on such price adjustments.

7. CONSULTANT'S REPRESENTATIONS.

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

B. To the extent the Consultant deems necessary in accordance with prudent engineering practices, it has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract, and is familiar with the requirements of the Work and accepts them for such performance. Unless the scope of services includes an explicit undertaking by Baseline to confirm the accuracy of plans, drawings, specifications, criteria, maps, surveys or other documents or information furnished by or on behalf of Client ("Client Data"), Baseline shall be entitled to rely upon Client Data as accurate and correct without investigation. Client waives any and all claims against, and agrees to indemnify, defend and hold Baseline harmless from any and all claims, damages, losses, liabilities and expenses incurred as a result of inaccuracies, discrepancies or

errors in the Data, and agrees to equitably compensate Baseline if errors in Data necessitate an increase in Baseline's services.

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

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

E. Workers Without Authorization. Prior to the execution of this agreement, Consultant shall certify to the City, by completing the Worker Without Authorization Addendum attached hereto as Exhibit C, that at the time of certification, it 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.

F. The Consultant hereby agrees that he or she has previously disclosed to the City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

G. Consultant shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Consultant's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Consultant shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

H. Consultant will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Work Order(s) issued pursuant to this Agreement, unless specified otherwise in the Specifications

I. This Contract constitutes the legal, valid and binding obligation of the Consultant and its respective heirs, executors, administrators, successors, assigns, and is enforceable in accordance with its terms.

8. INDEMNIFICATION.

A. Consultant shall indemnify, defend and hold harmless the City and each of its officers, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the negligent acts or omissions of the Consultant or any of its subcontractors or material suppliers, agents

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

B. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

9. PROJECT WARRANTIES.

A. Consultant's warranties in respect of the Work (the "Project Warranties") are as follows: Consultant represents to the City that the Work shall be free from defects and that all work shall meet all requirements of this Contract. Work not conforming to the Project Warranties shall be considered defective. Consultant shall comply with the standard of care for similar professionals undertaking similar work in the same geographic area.

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

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

D. If at any time within one year after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, the Consultant shall correct it promptly after receipt of written notice from the City to do so.

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

11. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

This is an agreement for services, not goods. The instruments of Baseline's services are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Reuse without the prior express written consent of Baseline shall be at Client's sole risk and without liability or loss exposure to Baseline, and Client agrees to indemnify, defend and hold Baseline harmless from any and all claims, damages, losses, liabilities and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from unauthorized reuse. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Baseline are instruments of service and Baseline retains common law, statutory, and other ownership and reserved rights therein, including the copyright thereto.

12. TERMINATION

The City will reserve the right to terminate this contract at any time if, in the opinion of the City Engineer, the Consultant is not performing according to the provisions of the contract.

A. Types of Termination.

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

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the City or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Consultant to assign its performance of this Contract without the consent specified by this agreement.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the City.

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

B. Remedies.

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

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

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

C. Payment and Liabilities Upon Termination.

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

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

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

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

13. INSURANCE.

A. Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions hereof, and at any time thereafter necessary to protect the City and its respective officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Contract by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this section.

All insurance is to be placed with insurance carriers authorized in the State of Colorado with an A.M. Best and Company rating of no less than A or as otherwise accepted by the City. The City and its respective officers, employees, and agents shall be named as an additional insured on the Consultant's commercial general liability insurance, automobile liability insurance, and excess liability insurance. Consultant's insurance shall provide that the insurer will give the City thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this section, except for ten (10) days notice for cancellation due to non-payment of premium.

B. Minimum Insurance Coverages:

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

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

- a. Premises and operations;
- b. Personal injury liability without employment exclusion;
- c. Blanket contractual;
- d. Broad form property damage, including completed operations;
- e. Products and completed operations;
- f. Independent Consultant's coverage;
- g. Explosion, collapse and underground;
- h. Consultants' limited pollution coverage; and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

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

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

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

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

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

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

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

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

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

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

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Consultant the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. Consultant agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. Consultant's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Contract is executed by the parties hereto. If the

Consultant purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

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

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

14. MISCELLANEOUS PROVISIONS.

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

B. Time is of the Essence. Baseline will perform services with reasonable diligence and expediency consistent with sound professional practices.

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

City:

City of Woodland Park
P.O. Box 9007
Woodland Park, CO 80866
Attn: City Engineer

Consultant:

Baseline Engineering
112 N Ruby Drive, Suite 110
Golden, CO 80403
Attn: Noah J Nemmers, PE

Either party may change its address for the purpose of this section by giving written notice of such change to the other party.

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

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

F. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default, or a continuing waiver of the provisions in question.

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

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

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

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

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

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

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

CITY OF WOODLAND PARK

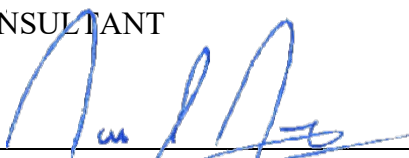
By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

CONSULTANT


By: Noah J. Nemmers, PE
Its: Engineering Manager

ATTEST:

Exhibit A

On-Call Engineering and Land Use Development Review Services City of Woodland Park

Scope of Work:

This Scope of Work outlines the services to be provided to the City of Woodland Park on an on-call basis to support the Public Works Department, Utilities Department and Planning Department staffs and other City staff as required. The following tasks are typical of the work expected during period of the contract. Tasks other than routine engineering reviews will require approval by the City Engineer prior to initiation.

1. Engineering Technical Services Task:

The Consultant shall only perform work that is assigned in an authorized Task Order. An awarded Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to the City including, but not limited to, the following:

- a. Development of City MS4 Permit
- b. Review of development submittals including (but not limited to) Site Plans, Construction Drawings, Drainage Reports, and Traffic Studies.
- c. Provide consulting and professional services including project planning, design, engineering, land surveying, right of way design and acquisition, construction phasing, and drafting services.
- d. Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- e. Provide field surveys as requested.
- f. Attend all typical CDOT progress meetings, such as Scoping, FIR, FOR, etc.
- g. Provide all specialty groups needed for the project (Environmental, Right of Way, Utilities, Traffic, Hydraulics, Surveying, Geotech, etc.).
- h. Provide maps and mapping services as requested.
- i. Coordinate with all affected agencies including CDOT, railroads, utility and ditch companies, and property/business owners.
- j. Preparation and review of legal descriptions for easements, Rights-of-Way, etc.
- k. Review the City's requested project and/or task to be accomplished, and provide preliminary consultation, research and evaluation of same.
- l. Assist the City's Engineering Division with presentations and/or recommendations to City staff administration, or City Council.
- m. Review and provide comments on environmental documents for proposed projects submitted to the City in accordance with the Colorado Department of Health and Environment requirements.
- n. Provide other engineering and design services as requested.

2. Planning/Land Use Development Review Services Task:

To adequately serve our development community, the City requires the services of qualified individuals or firms to manage applications or specific projects offsite or occasionally on-site at City Hall, according to Planning Department staffing needs. Under the direction of the Director of Planning, the consultant(s) will provide the

range of expertise necessary to carry out the normal functions of a professional planner. All services provided by the consultant shall be performed by individuals who meet the qualifications, education, and certifications/licensing requirements for the professional Planning levels of Planner I to Senior Planner. Qualified individuals shall possess five (5) or more years of professional planning work experience in the public or private sector. The primary needs are in the Planner I to Senior Planner categories; however the Planning Department would like to have the flexibility to call upon any level of Planning professional during workload increases. Based on qualifications presented in the response to this RFP, the City will select a firm or individual that is best able to provide such services for upcoming projects.

Examples of land use development review projects:

- Subdivision (Lot Line Adjustment, Minor and Major)
- PUD Amendments
- Site Plan (multi-family, commercial, industrial and mixed use)

At such time when the consultant's services are required, staff will email a request for services, including a project description and any pertinent supporting information. The consultant will evaluate the proposal and provide a brief response including the proposed scope of work, timeline, and hourly rates (if such rates differ from the rates specified in the Professional Services Agreement).

Exhibit B

RATE SCHEDULE

{Rate schedule should include rates for all key personnel}

Company Standard Billing Rates – 2022

<u>Description/Job Title</u>	<u>2022 Rate</u>	<u>Description/Job Title</u>	<u>2022 Rate</u>
ENGINEERING SERVICES		SURVEYING SERVICES	
Principal	\$227	Senior Survey Manager, PLS	\$185
Division Manager	\$206	Survey Manager, PLS	\$159
Senior Project Manager, PE	\$186	Survey Project Manager	\$133
Project Manager, PE	\$164	Chief Surveyor, PLS	\$122
Project Engineer, PE II	\$145	Land Surveyor	\$100
Project Engineer, PE I	\$130	Survey Technician II	\$74
Project Engineer, EIT	\$120	Survey Technician I	\$60
Staff Engineer/Designer III	\$116	CAD Technician II	\$106
Staff Engineer/Designer II	\$106	CAD Technician I	\$100
Staff Engineer/Designer	\$100	Administrative	\$69
CAD Technician I	\$100	Truck/ATV	\$20
Administrative	\$69	FIELD SERVICES	
PLANNING SERVICES		Survey Crew (2 man)	\$186
Lead Planner, AICP	\$175	Survey Crew (1 man)	\$161
Planning Manager	\$149	Field Inspector II	\$132
Senior Planning Project Manager	\$138	Field Inspector	\$111
Senior Planner	\$122	Truck/ATV	\$20
Landscape Designer, RLA	\$130	OTHER DIRECT COSTS	
Principal Planner	\$116	Prints	0.40/sf (B/W)
Landscape Designer II	\$111		6.25/sf (Color)
Associate Planner	\$106	Mylar (does not include photo mylar)	2.50/sf
CAD Technician I	\$100	Photocopies	0.10-0.20 (B/W)
Landscape Designer I	\$100	Prints	0.40-0.80 (Color)
Planning Technician	\$90	Deliveries and Express	Cost + 10%
Administrative	\$69	Shipping	

Notes:

1. Reproduction required for Consultant's own office work is included in Agreement. Reproduction required for submittals to reviewing agencies, contractors, architect, planner, client, etc. shall be billed at the rates listed above.
2. Communication and local transportation expenses are included in the fees associated with project services, unless otherwise noted in Agreement.
3. Outside services provided by others and charged to Baseline Engineering Corporation shall be billed at the rate of cost plus 10%. These services include technical and/or professional work not specifically included in the Scope of Services provided by Baseline Engineering Corporation.
4. Overtime work directed by Client shall be charged at 1.5 times the standard hourly rates listed above.
5. Mileage and Per Diem when applicable are charged at the current federal GSA rate found at <http://www.gsa.gov/portal/category/21283>
6. A 3% discount is included in the hourly rates above in compliance with Baseline's Standard Form of Agreement for Professional Services as follows: payment to Baseline shall be in the form of a check or Electronic Funds Transfer (contact Baseline for EFT information) payable to Baseline Engineering Corporation. Other payment arrangements must be approved in advance by Baseline and may be subject to forfeiture of the discount and/or additional terms and conditions including, without limitation, a personal guaranty.

Exhibit C

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 Baseline Corp (hereinafter "Consultant") dated this 31 day of May, 2022.

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

1. Consultant certifies that, at the time of executing this Addendum, Consultant does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Consultant is required to:
 - a) Notify the subcontractor and the City within three (3) days that Consultant 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 Consultant 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. Consultant 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, Consultant has executed this Addendum on the date first above written. By the signature of its representative below, Consultant affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONSULTANT

Signature:

Name:

Title:

Date:



Noah J Nemmers, PE

Engineering Manager

May 31, 2022

CITY OF WOODLAND PARK

On-Call Engineering and Land Use Development Review Services Consulting Contract

With JR Engineering

THIS CONTRACT ("Contract") for On-Call Engineering and GIS Services is entered into effective as of this _____ day of _____, 2022, by and between the City of Woodland Park, a Colorado home rule city (the "City"), and JR Engineering, LLC (the "Consultant") (a Colorado Corporation).

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

TERMS

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

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

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

- a) Certificate of Insurance
- b) Service Agreement
- c) Notice of Acceptance
- d) Notice(s) to Proceed
- e) Experience Record
- f) Confidentiality Agreement
- g) Addenda

3. **COMPENSATION.** The City shall compensate the Consultant for the Work, subject to City annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents, in an aggregate amount not to exceed \$_____, based upon the rate schedule set forth in Exhibit B. The workload is solely dependant upon the needs of the City. **There is no guaranteed minimum or maximum amount of work or fee(s).** The not-to-exceed amount includes all of Consultant's direct and indirect costs. Consultant is not entitled to any

compensation beyond the not-to-exceed amount except as approved in writing by the City Engineer.

4. **NON-APPROPRIATION.** Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any future fiscal year of the City, commencing in 2022, for payments due under this agreement, the City shall immediately notify Consultant or its assignee in writing of such occurrence and the City's obligations under this agreement shall terminate on the last of day of the fiscal year for which appropriations have been received or made without penalty or expense to the City.

5. **CHANGES IN THE SCOPE OF WORK.** A change in the Scope of Work shall comprise any change or amendment of the services or work, or any services or work which are different from or additional to the Work. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City Engineer. If the Consultant proceeds without such written authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the Work described in the scope of work set out in Exhibit A, it does so at its own risk.

A. **Progress Payments.** Consultant shall submit monthly invoices to the City's for progress payments for portions of the Work satisfactorily performed during each month during the term of the Contract. The City's approval of invoices shall be a condition of payment. The City will pay approved invoices, or parts thereof, 30 days after submittal. All invoices shall be addressed to the City as follows: "City of Woodland Park, P.O. Box 9007, Woodland Park, CO 80866, ATTN: CITY ENGINEER".

B. **Requirements for Payment.**

1. **Invoices.** Consultant invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City and shall be sufficient to substantiate all items for a proper audit and post audit thereof. Invoices shall be clearly marked and annotated with the City's assigned Purchase Order number(s) relevant to the task(s) for which payment is being requested.

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

C. **Unsatisfactory Invoices or Work.** The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for

Work, which is not completed as scheduled or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination of the Consultant.

5.1 TASK ORDER PROCEDURES.

A. General. The Services are divided into discrete Tasks. The Consultant shall proceed with Services under this Agreement only upon receipt from the City of a written order to perform the Services specified therein, which is issued pursuant to this section ("Task Order"). Each Task Order shall be performed within the Task Order Price.

B. Request for Task Order Submittal. When the City determines it requires the performance of any Task(s) by Consultant, it shall notify the Consultant by issuing a written "Request for Task Order Submittal," setting forth the milestones for key elements of the Task(s), providing any additional detail needed to further describe the Task(s), and establishing the deliverables to be produced by the Consultant for the Task(s).

C. Compensation Calculation. The Task Order Price shall be determined using a Lump Sum Method or Time & Materials Method. In each Request for Task Order Submittal, the City shall specify the method of compensation Consultant shall use to calculate the Proposed Task Order Price in the relevant Task Order Submittal. However, the parties may agree in writing to use a method of compensation other than the one specified by the City in the Request for Task Order Submittal. The Task Order Price for each Task Order shall be finally determined according to the procedures set forth in this section.

D. Consultant's Response. Within seven (7) working days of receipt of the City's Request for Task Order Submittal, the Consultant shall respond by providing the following documents (collectively the "Task Order Submittal") to the City for approval:

1. Names and resumes (if not previously provided) of proposed personnel providing the Services of the Task Order;
2. A schedule in sufficient detail to properly depict the Task(s);
3. Task Order Scope of Services;
4. A work plan that adequately describes the discrete portions of the Task(s); and
5. A Proposed Task Order Price which contains an itemized breakdown of the costs, including necessary staffing, man-hours and Direct Costs corresponding to discrete portions of the Task (Direct Costs mean all direct costs, including but not limited to direct salary costs and those items and costs specifically listed as Direct Costs in Exhibit B and are costs other than the general administrative costs and other overhead costs).

E. Negotiation Regarding Task Order. The City will review the Task Order Submittal and the Parties may negotiate the terms thereof. If the City and the Consultant cannot agree on Task Order Submittal, the City may, in addition to performing the Task itself or engaging a third party to perform the Task, (1) reject the Request for Task Order Submittal or (2) direct the Consultant to proceed on a Specific Rate of Pay Method basis.

F. Issuance of Task Order. If the City approves the Consultant's Task Order Submittal for the identified Task(s) or the parties successfully negotiate the Task Order Submittal, the City may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order Submittal and for a price which shall not exceed the price provided in the Task Order (the "Task Order Price"). Consultant agrees it shall not be compensated for any amounts in excess of the Task Order Price, unless such amounts have been authorized by the City by a written Task Order amendment prior to the performance of the Service(s) which created the excess. The Consultant shall not initiate any Task(s) prior to the receipt of a Task Order.

F. Suspension of Task(s). The City may, at any time and for any reason, order the Consultant, in writing, to suspend all or any part of the Services required to perform a Task(s) for the period of time the City determines appropriate. In the event of such a suspension, the Consultant shall take all steps necessary to reduce the costs incidental to the suspension.

6. TERM OF CONTRACT/START AND COMPLETION OF WORK. Consultant shall commence Work when the City gives the Consultant a written notice to proceed. The Consultant shall complete all Work by December, 31 2022, or when the Work has been completely performed to the City's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

The City shall have the option to renew the contract for subsequent one-year terms for up to four one-year terms. Renewals would commence on or about January 1 of each subsequent one-year period. Continuation of the contract beyond the first year is at the sole discretion of the City and will be exercised only when such continuation is in the best interest of the City. The Consultant shall notify the City of any and all proposed price adjustments no later than September 30 of the year prior to the year in which any proposed new prices are to be charged to the City. The City reserves the right to reject any price adjustments submitted by the Consultant and/or terminate the contract with the Consultant based on such price adjustments.

7. CONSULTANT'S REPRESENTATIONS.

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

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

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

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

E. Workers Without Authorization. Prior to the execution of this agreement, Consultant shall certify to the City, by completing the Worker Without Authorization Addendum attached hereto as Exhibit C, that at the time of certification, it 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.

F. The Consultant hereby agrees that he or she has previously disclosed to the City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

G. Consultant shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Consultant's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Consultant shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

H. Consultant will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Work Order(s) issued pursuant to this Agreement, unless specified otherwise in the Specifications

I. This Contract constitutes the legal, valid and binding obligation of the Consultant and its respective heirs, executors, administrators, successors, assigns, and is enforceable in accordance with its terms.

8. INDEMNIFICATION.

A. Consultant shall indemnify, defend and hold harmless the City and each of its officers, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the negligent acts or omissions of the Consultant or any of its subcontractors or material suppliers, agents or employees, in connection with this Contract and/or the Consultant's Work hereunder. Further, the Consultant hereby agrees to indemnify, defend and hold harmless the City and each of its officers and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the negligent acts or omissions of the Consultant, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the City or any of its officers or employees of its sovereign immunity under the Colorado Governmental

Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. The obligations of the indemnifications extended by the Consultant to the City under this section shall survive termination or expiration of this Contract.

B. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

9. PROJECT WARRANTIES.

A. Consultant's warranties in respect of the Work (the "Project Warranties") are as follows: Consultant warrants to the City that the Work shall be free from defects and that all work shall meet all requirements of this Contract. Work not conforming to the Project Warranties shall be considered defective. Consultant shall comply with the standard of care for similar professionals undertaking similar work in the same geographic area.

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

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

D. If at any time within one year after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, the Consultant shall correct it promptly after receipt of written notice from the City to do so.

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

11. OWNERSHIP OF MATERIALS AND RISK OF LOSS. The City shall be deemed the owner of all materials incorporated into the Work, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, at such time as the City has paid for those materials, and shall be deemed the owner of all materials paid for by the City. Any reuse or modification by the City of Consultant's work product without Consultant's permission shall be at City's sole risk. Until all of the work is completed, the risk of loss or damage to the Work or work product shall reside with the Consultant

12. TERMINATION

The City will reserve the right to terminate this contract at any time if, in the opinion of the City Engineer, the Consultant is not performing according to the provisions of the contract.

A. Types of Termination.

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

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the City or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Consultant to assign its performance of this Contract without the consent specified by this agreement.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the City.

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

B. Remedies.

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

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

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

C. Payment and Liabilities Upon Termination.

1. Termination for Cause. If an Event of Default has occurred, the Consultant shall be liable to the City for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the City or any party acting on the City's behalf in completing the Work or having the Work completed (excluding changes in the Work by the City following such Event of Default). The City shall determine the total cost of the

Work satisfactorily performed by the Consultant prior to the date of termination for cause. All reasonable damages, losses, costs and charges incurred by the City, including attorney's fees and costs, relating to obtaining and mobilizing another consultant, of completing the Work and of retaining another consultant's acceptance of full responsibility for all obligations of the Consultant under this Contract shall be deducted from any monies due or which may become due to the Consultant. The City shall determine the total amount due and shall notify the Consultant in writing of the amount the Consultant owes the City or the amount the City owes the Consultant.

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

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

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

13. INSURANCE.

A. Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions hereof, and at any time thereafter necessary to protect the City and its respective officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Contract by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this section. All insurance is to be placed with insurance carriers authorized in the State of Colorado with an A.M. Best and Company rating of no less than A or as otherwise accepted by the City. The City and its respective officers, employees, and agents shall be named as an additional insured on the Consultant's commercial general liability insurance, automobile liability insurance, and excess liability insurance. Consultant's insurance shall provide that the insurer will give the City thirty (30) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this section, except for ten (10) days notice for cancellation due to non-payment of premium.

B. Minimum Insurance Coverages:

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

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

- a. Premises and operations;
- b. Personal injury liability without employment exclusion;
- c. Blanket contractual;
- d. Broad form property damage, including completed operations;
- e. Products and completed operations;
- f. Independent Consultant's coverage;
- g. Explosion, collapse and underground;
- h. Consultants' limited pollution coverage; and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis.

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

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

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

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

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

D. Certificates of Insurance. Prior to commencing any work under the Contract, the Consultant shall provide the City with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a

copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the work, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage, and automobile liability insurance, in amounts satisfactory to the City and the Consultant and containing the "additional insured" and "cancellation" conditions found in this section. If the coverage required expires during the term of this Contract, the Consultant and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least 15 days prior to expiration.

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

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

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

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

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

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

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

14. MISCELLANEOUS PROVISIONS.

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

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

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

City:

City of Woodland Park
P.O. Box 9007
Woodland Park, CO 80866
Attn: City Engineer

Consultant:

JR Engineering, LLC
5475 Tech Center Drive, Suite 235
Colorado Springs, CO 80919
Attn: Glenn Ellis

Either party may change its address for the purpose of this section by giving written notice of such change to the other party.

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

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

F. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default, or a continuing waiver of the provisions in question.

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

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

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

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

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

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

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

CITY OF WOODLAND PARK

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

CONSULTANT

Glenn Ellis

By: Glenn Ellis, PE
Its: Client Manager

ATTEST:

Mike R. Smith

Exhibit A

On-Call Engineering and Land Use Development Review Services City of Woodland Park

Scope of Work:

This Scope of Work outlines the services to be provided to the City of Woodland Park on an on-call basis to support the Public Works Department, Utilities Department and Planning Department staffs and other City staff as required. The following tasks are typical of the work expected during period of the contract. Tasks other than routine engineering reviews will require approval by the City Engineer prior to initiation.

1. Engineering Technical Services Task:

The Consultant shall only perform work that is assigned in an authorized Task Order. An awarded Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to the City including, but not limited to, the following:

- a. Development of City MS4 Permit
- b. Review of development submittals including (but not limited to) Site Plans, Construction Drawings, Drainage Reports, and Traffic Studies.
- c. Provide consulting and professional services including project planning, design, engineering, land surveying, right of way design and acquisition, construction phasing, and drafting services.
- d. Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- e. Provide field surveys as requested.
- f. Attend all typical CDOT progress meetings, such as Scoping, FIR, FOR, etc.
- g. Provide all specialty groups needed for the project (Environmental, Right of Way, Utilities, Traffic, Hydraulics, Surveying, Geotech, etc.).
- h. Provide maps and mapping services as requested.
- i. Coordinate with all affected agencies including CDOT, railroads, utility and ditch companies, and property/business owners.
- j. Preparation and review of legal descriptions for easements, Rights-of-Way, etc.
- k. Review the City's requested project and/or task to be accomplished, and provide preliminary consultation, research and evaluation of same.
- l. Assist the City's Engineering Division with presentations and/or recommendations to City staff administration, or City Council.
- m. Review and provide comments on environmental documents for proposed projects submitted to the City in accordance with the Colorado Department of Health and Environment requirements.
- n. Provide other engineering and design services as requested.

2. Planning/Land Use Development Review Services Task:

To adequately serve our development community, the City requires the services of qualified individuals or firms to manage applications or specific projects offsite or occasionally on-site at City Hall, according to Planning Department staffing needs. Under the direction of the Director of Planning, the consultant(s) will provide the

range of expertise necessary to carry out the normal functions of a professional planner. All services provided by the consultant shall be performed by individuals who meet the qualifications, education, and certifications/licensing requirements for the professional Planning levels of Planner I to Senior Planner. Qualified individuals shall possess five (5) or more years of professional planning work experience in the public or private sector. The primary needs are in the Planner I to Senior Planner categories; however the Planning Department would like to have the flexibility to call upon any level of Planning professional during workload increases. Based on qualifications presented in the response to this RFP, the City will select a firm or individual that is best able to provide such services for upcoming projects.

Examples of land use development review projects:

- Subdivision (Lot Line Adjustment, Minor and Major)
- PUD Amendments
- Site Plan (multi-family, commercial, industrial and mixed use)

At such time when the consultant's services are required, staff will email a request for services, including a project description and any pertinent supporting information. The consultant will evaluate the proposal and provide a brief response including the proposed scope of work, timeline, and hourly rates (if such rates differ from the rates specified in the Professional Services Agreement).

Exhibit B

RATE SCHEDULE

{Rate schedule should include rates for all key personnel}

Exhibit C

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 JR Engineering, LLC (hereinafter "Consultant") dated this ____ day of _____, 2022.

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

1. Consultant certifies that, at the time of executing this Addendum, Consultant does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Consultant is required to:
 - a) Notify the subcontractor and the City within three (3) days that Consultant 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 Consultant 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. Consultant 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, Consultant has executed this Addendum on the date first above written. By the signature of its representative below, Consultant affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONSULTANT

Signature:	
Name:	Glenn Ellis
Title:	Client Manager
Date:	May 26, 2022



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: June 2, 2022

SUBJECT: To approve Ordinance No. 1423, Series 2022 on initial posting granting a Conditional Use Permit with a site plan review for the purpose of allowing a tow company to construct and utilize a commercial building with vehicle storage area on Lot 1, Sunny Glenn Retreat Subdivision Filing No. 2 (2730 Mountain Glenn Court) in the Community Commercial (CC) Zone and set the Public Hearing for June 16, 2021.
(QJ)
(Presenter Planning Director Karen Schminke)

BACKGROUND: This site is a 2.55-acre parcel of land east of Highway 24, south of Mountain Glen Court in southeastern Woodland Park. Based on the Teller County Property Records Database, this property (Account No. R0050112) is undeveloped. The property is zoned Community Commercial which allows vehicle tow services and outdoor storage as Conditional Uses. Aerial photographs taken in 2007 show the existing conditions of the property with evidence of prior outdoor storage and parking.

RECOMMENDATION:

ATTACHMENTS:

1. Ordinance No. 1423 Fred's Towing CUP and SPR (1)
2. Fred's Towing Staff Report CUP SR PC 2022-5-5

CITY OF WOODLAND PARK ORDINANCE NO. 1423, SERIES 2022

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT WITH A SITE PLAN REVIEW FOR THE PURPOSE OF ALLOWING A TOW COMPANY TO CONSTRUCT AND UTILIZE A COMMERCIAL BUILDING WITH VEHICLE STORAGE AREA ON LOT 1, SUNNY GLEN RETREAT SUBDIVISION FILING NO. 2 (2730 MOUNTAIN GLEN COURT) IN THE COMMUNITY COMMERCIAL (CC) ZONE

WHEREAS, the City of Woodland Park has received a request for a Conditional Use Permit with Site Plan Review for the purpose of constructing an 8,086-square foot building to include automotive bays, an exterior tow yard, and associated site improvements for a tow company business at 2730 Mountain Glen Court, Woodland Park, Colorado (Lot 1, Sunny Glen Retreat Subdivision Filing No. 2) within the Community Commercial (CC) Zone District; 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 May 12, 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 16, 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 a commercial building with vehicle storage area use for the Property is hereby approved subject to the following conditions:

1. All development impact fees must be paid prior to ZDP issue including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
2. All exterior lighting, if any, shall be downcast and shielded with a temperature of 3,000 K or warmer and shall not exceed twenty-five feet in height.
3. Pursuant to MC 18.33.180, at least 20% of parcel shall remain as open space.

4. 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.
5. Prior to the issuance of a building permit, the property owner shall submit for and receive approval of
 - a. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.;
 - b. Teller County Environmental Health Department approval for a septic system with an acceptable oil separator system;
 - c. Infrastructure Zoning Development Permit, fees-in-lieu shall be submitted pursuant to MC 18.33.170, for the installation of curb and gutter and sidewalks along Highway 24; and
 - d. Zoning Development Permits and Building Permits for all new construction, including:
 - i. All Civil/Construction drawings
 - ii. Final Drainage Report
 - iii. Final Landscaping Plan
 - iv. Final Site Plan
 - v. Final Floor Plan and Elevations
 - vi. Final Grading, Sediment and Erosion Control Plan (with BMPs)
 - vii. Final Utility Plan (water, sewer, power, etc.)
 - viii. Final Photometric Plan
 - ix. CO Stormwater Permit/Stormwater Management Plan
6. 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.
7. 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.
8. 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.
9. 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.

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



City of Woodland Park Staff Report for Planning Commission

Meeting Date: May 12, 2022		
Agenda Item	Department	Presenter
4.A.	Planning	Chelsea Stromberg Senior Planner

ITEM

#CUP/SPR2022-01 Fred's Towing CUP: A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for approval of a Conditional Use Permit and Site Plan Review for Fred's Towing, a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (2730 Mountain Glen Court) in the Community Commercial (CC) zone. (Q)

Figure 1a: Vicinity Map

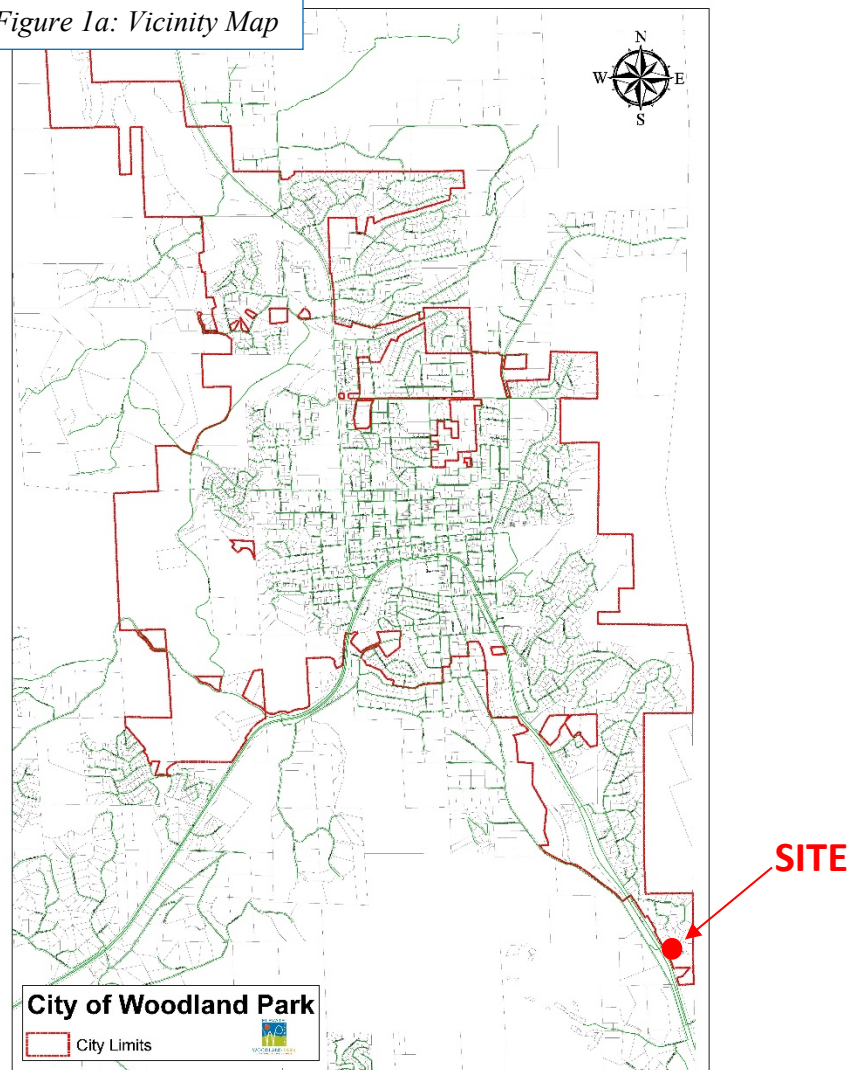




Figure 1b: Vicinity Map

BACKGROUND

This site is a 2.55-acre parcel of land east of Highway 24, south of Mountain Glen Drive in southeastern Woodland Park. Based on the Teller County Property Records Database, this property (Account No. R0050112) is undeveloped.

The property is zoned Community Commercial. Aerial photographs taken in 2007 show the existing conditions of the property with evidence of existing outdoor storage and parking. The zoning designation of Community Commercial was then adopted, however a CUP Application for the existing use was not submitted at that time.

In March 2022, the Applicant submitted a CUP Application for Contractor & Construction Services to codify the current and existing use of the property. The information submitted by the applicant with this application includes a variety of site drawings and illustrations.

SITE AND SURROUNDING PROPERTIES

The property is located directly east of Highway 24 in the southeastern part of Woodland Park. The site is accessed via access easement from the parcel to the north, currently occupied by a gas station. Ute Pass Concrete, Sand and Gravel building, which is not inside city limits, is located to the south, while the sand and gravel yard is located to the east of the subject property and is zoned Heavy Service Commercial Light Industrial.

There are existing mature evergreen trees and steep rocky terrain located on the property's western perimeter adjacent to Highway 24. This terrain acts as a screen for the property as viewed from Highway 24.

AREA AND SITE PHOTOS

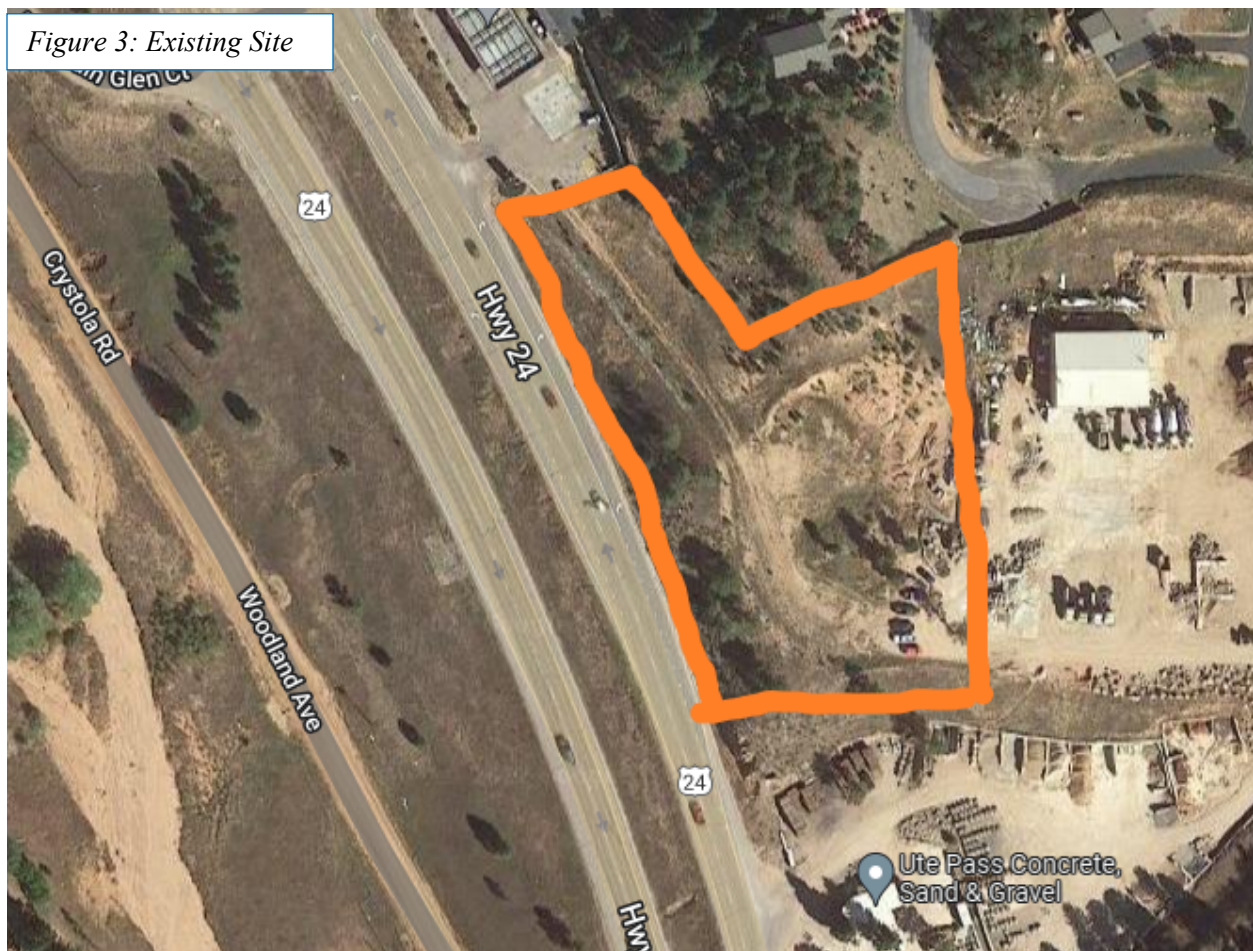
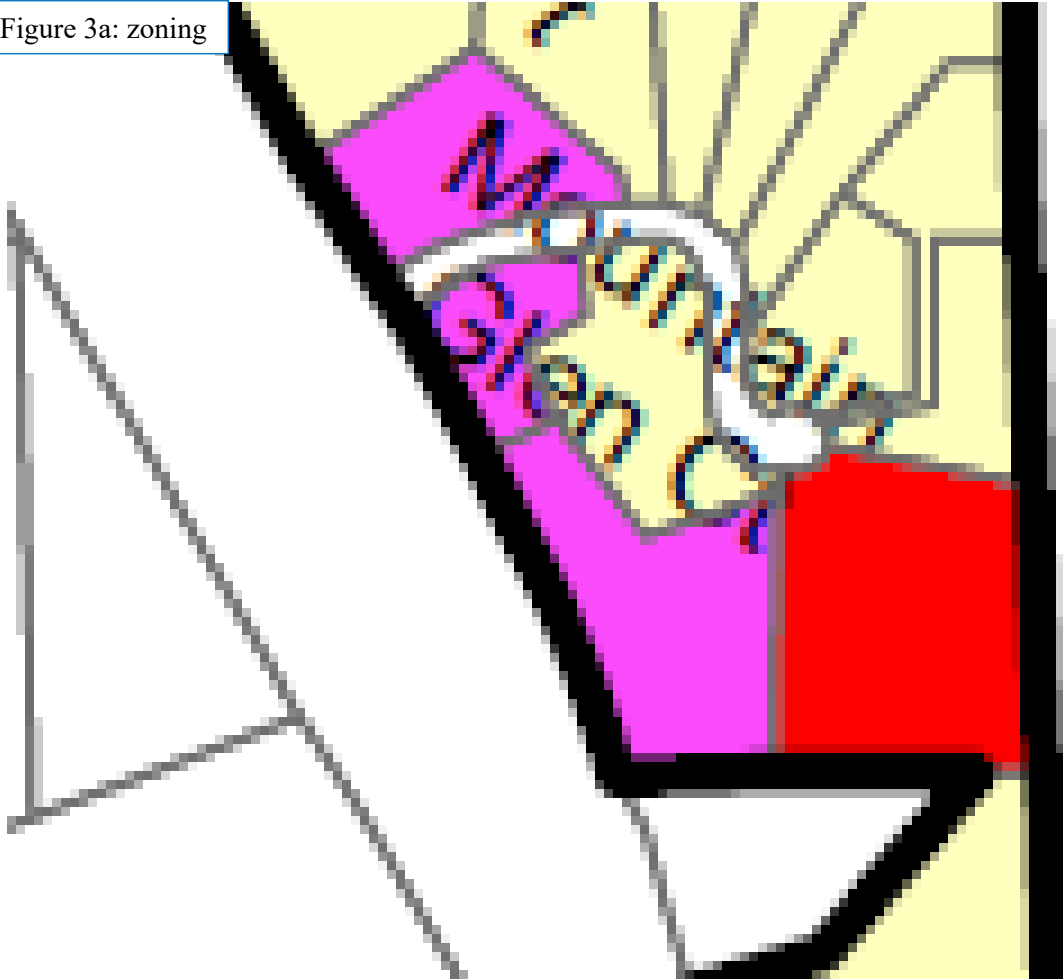


Figure 3a: zoning



City of Woodland Park - Zoning Map

<u>Residential</u>	<u>Commercial</u>	<u>Other Zones</u>
 Suburban Residential (SR)	 Central Business District (CBD)	 Public / Semi-Public Land (P/SPL)
 Urban Residential (UR)	 Neighborhood Commercial (NC)	 Planned Unit Development (PUD)
 Multi-Family Residential Suburban (MFS)	 Community Commercial	 Agricultural (AG)
 Multi-Family Residential Urban (MFU)	 Service Commercial (SC)	 City Limits
 Mobile Home Park (MHP)	 Heavy Service Commercial Light Industrial	

Figure 3a: Highway 24 looking northeast

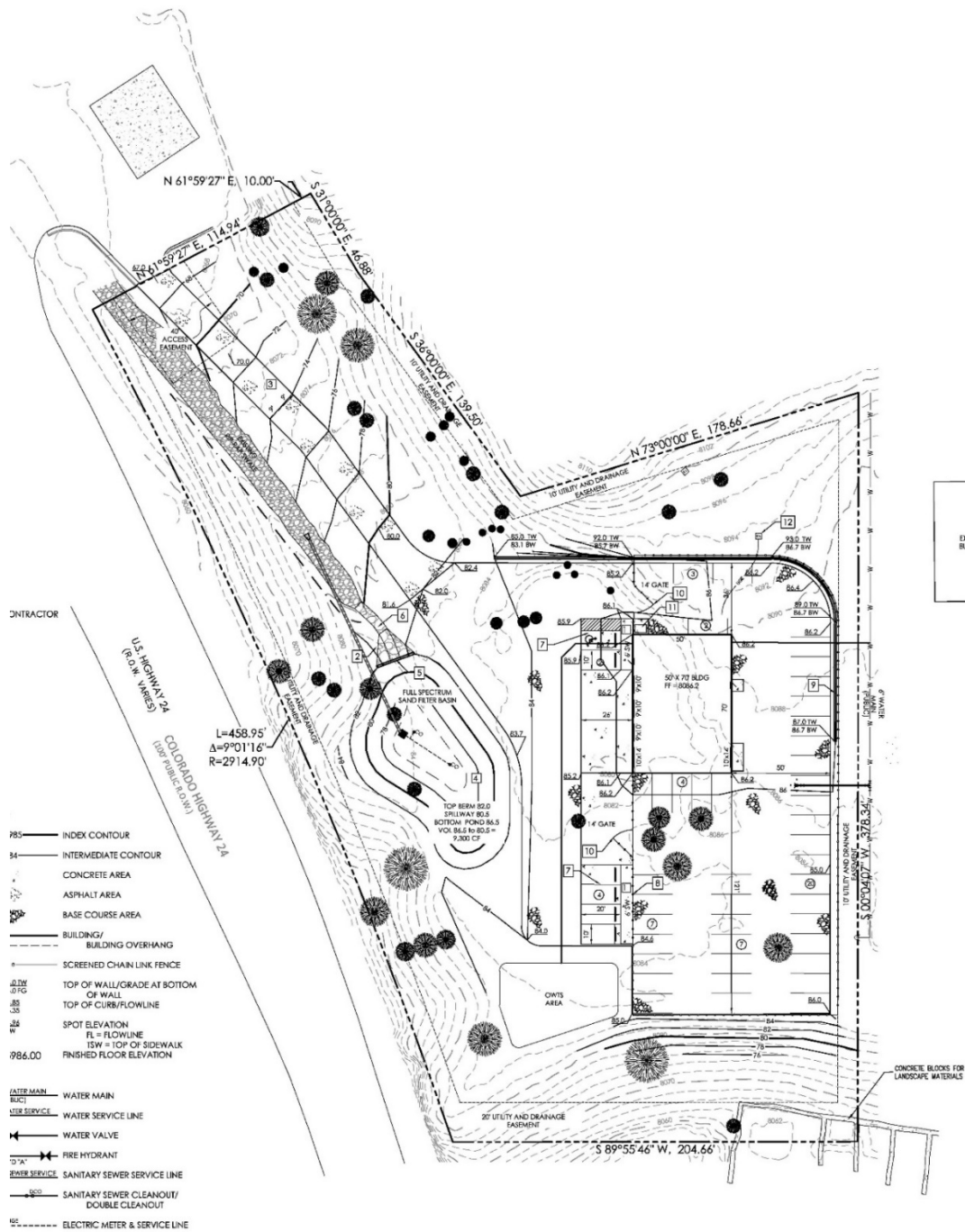


Figure 3b: Highway 24 looking southeast

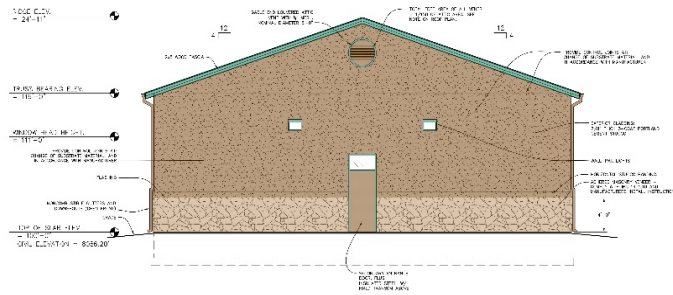


PROPOSED SITE PLANS AND BUILDING ELEVATIONS

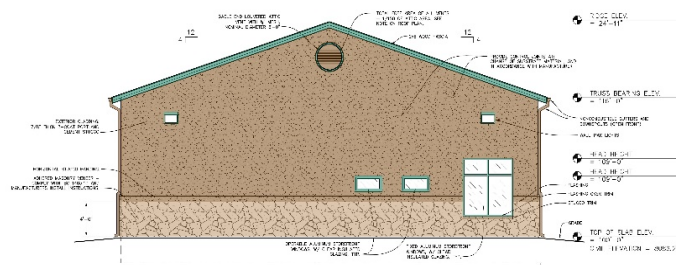
SITE PLAN 2730 MOUNTAIN GLEN COURT WOODLAND PARK, COLORADO



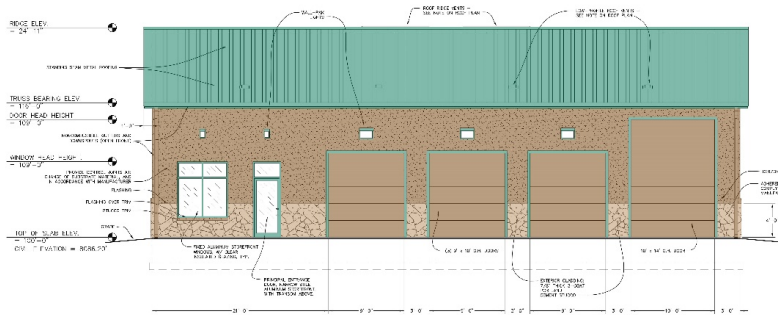
ELEVATIONS 2730 MOUNTAIN GLEN COURT WOODLAND PARK, COLORADO



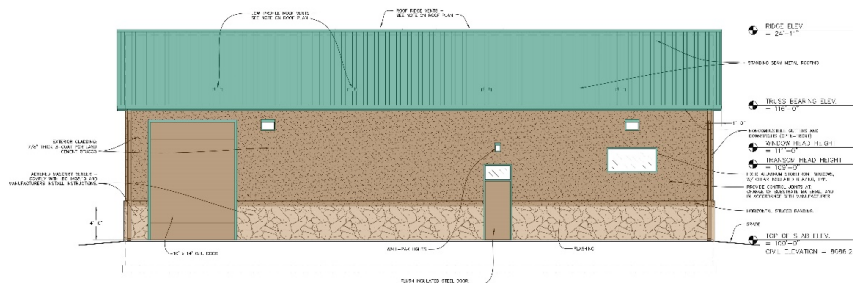
1 EXTERIOR RIGHT SIDE ELEVATION
1/4" = 1'-0"



2 EXTERIOR LEFT SIDE ELEVATION
1/4" = 1'-0"



3 EXTERIOR FRONT ELEVATION
1/4" = 1'-0"



4 EXTERIOR REAR ELEVATION
1/4" = 1'-0"



2730 MOUNTAIN GLEN COURT
CONDITIONAL USE ELEVATIONS
CUP1.5
PROJECT NO. 61159
CUP-EL2
JANUARY 25, 2022
SHEET 5 OF 8



2730 MOUNTAIN GLEN COURT
CONDITIONAL USE ELEVATIONS
CUP1.4
PROJECT NO. 61159
CUP-EL1
JANUARY 25, 2022
SHEET 4 OF 8

ANALYSIS OF CONDITIONAL USE PERMIT AND FINDINGS

Municipal code section §18.57 *Conditional Use Permit* regulates the review of conditional use permit requests. §18.57.040.A states: “The standards for conditional use permits are intended only as a minimum necessary for review. An application for a conditional use permit, even though meeting the minimal standards of this chapter and code, may be denied, if it is determined that the development and use is not in the best interest of the city.” § 18.57.040.B specifies the standards by which all conditional uses must comply in order to receive approval. The proposed use was analyzed within the CC zone district for all of the conditional uses in §18.09.090.G *Contractors and Construction Services*.

Below is a listing of the applicable CUP standards complete with staff’s analysis.

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.*

Complies. Staff agrees with the applicant that this is a suitable location for the business. The site is elevated, preventing unsightly views for travelers along Highway 24. The site plan also indicates opaque screening of outdoor storage, which will also further reduce visibility.

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

Complies. The use poses no threat to public health and welfare. Zoning of the site supports the proposed use.

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

Complies. The proposed use is adjacent to an existing industrial use and a gas station with nearby residential properties to the east of the subject property. The subject property is accessed via an access easement from Highway 24 and does not utilize any residential neighborhood rights of way

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

Complies. The proposed development is compatible with the two adjacent commercial/industrial uses. While it is typically more preferable to have lower intensity commercial uses adjacent to residential uses, the impact of the proposed development will not exceed the impact of the two existing uses.

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.*

Complies. The development is consistent with the following principles and goals as specified in the City’s 2021 Comprehensive Plan.

Land Use and Growth Goal 1: Provide opportunities for growth and development while preserving community and environmental quality.

Economic Development Objective 1.2: Retain area businesses and assist with expansion or adding complementary businesses to create clusters and critical mass.

Sustainable Environment Objective 1.1: Recommend that development minimizes its impact on the natural environment and creates a quality human environment through sustainable design and practices.

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.*

Complies. The proposed use complies with the above and has been reviewed by relevant departments and agencies to ensure compliance with applicable regulations.

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

Complies. The site is designed to be accessed from an existing access easement from the property to the north, currently occupied by a gas station. This design supports fairly direct access to the development, minimizing use of public rights of way. The applicant's traffic calculation estimates approximately 27 vehicle trips per day, including employees and customers.

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.*

Complies. The applicant is proposing a water quality feature to maintain historic flows from the site, which will mimic a streambed along the access easement.

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.*

Complies. The proposed development will comply with all requirements related to the items above. City Utilities does not have concerns over the water system's capacity to support this development.

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.*

Complies. The proposed use will not create any significant safety hazards to the general public or to persons working on the site. Storage of hazardous materials is prohibited.

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)*

Complies. The applicant has provided architectural design schemes as a part of the site plan review. The site plan indicates opaque screening of the outdoor storage yard. The building

meets the aesthetic requirements with brown stucco, stone veneer, and a green roof, all of which help minimize the visual impact of the building.

SITE PLAN REVIEW CRITERIA AND FINDINGS

Municipal code section §18.34 *Site Plan* regulates the review of site plan reviews. §18.34.010 states: “In order to ensure a quality development in the city, it is essential that new development meet minimum standards for the design, construction and the use of such developments to complement existing uses, to insure adequate utility and service systems, and to promote the health, safety and welfare of the city's citizens. (Ord. No. 966-2003, § 2, 4-3-2003).” § 18.34.070 specifies the standards by which all conditional uses must comply in order to receive approval. The proposed site plan was analyzed within the CC zone district.

A. *The proposed development 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.*

Complies. The development is consistent with the following principles and goals as specified in the City’s 2021 Comprehensive Plan.

Land Use and Growth Goal 1: Provide opportunities for growth and development while preserving community and environmental quality.

Economic Development Objective 1.2: Retain area businesses and assist with expansion or adding complementary businesses to create clusters and critical mass.

Sustainable Environment Objective 1.1: Recommend that development minimizes its impact on the natural environment and creates a quality human environment through sustainable design and practices.

B. *The proposed development 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, mobile homes, utilities, buildings and construction, business regulations, and engineering specifications.*

Complies. All applicable Zoning and Building Codes, Engineering Specifications and Drainage Criteria are reviewed when the final construction drawings will be required. Zoning Development Permits (ZDPs) are required for the infrastructure (utilities and drainage) and a Grading Permit for the grading, erosion and sediment control.

C. *The proposed development shall be designed, constructed, and maintained to accommodate the traffic generated and not unduly increase congestion or traffic on the site and in the vicinity of the site.*

Complies. The site is designed to be accessed from an existing access easement from the property to the north, currently occupied by a gas station. This design supports fairly direct access to the development, minimizing use of public rights of way. The applicant’s traffic

calculation estimates approximately 27 vehicle trips per day, including employees and customers.

D. *The proposed development shall be designed, constructed, and maintained with appropriate regard to topography, surface drainage, soil potentials, natural and manmade hazards, streams, and environmentally significant features.*

Complies. Site grading and drainage are reviewed by the City Engineer and must be approved through a Grading Permit. The only natural hazard on the site is the rock ledge adjacent to Highway 24. The development will not impact this feature.

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

Complies. The proposed development will comply with all requirements related to the items above. City Utilities does not have concerns over the water system's capacity to support this development.

F. *The proposed development 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.*

Complies. No safety hazards are created or identified with this project. Construction shall conform to the applicable building and fire codes and construction activity is subject to the noise regulations. Hazardous materials may not be stored.

18.34.070.G. *The proposed development shall be designed, constructed and maintained to not unduly diminish or impair but to become compatible with the use and enjoyment of vicinity property. To such end the development may be required to provide architectural design schemes and fixtures such as, but not limited to, fencing, landscaping, and buffer areas.*

Complies. The applicant has provided architectural design schemes as a part of the site plan review. The site plan indicates opaque screening of the outdoor storage yard. The building meets the aesthetic requirements with brown stucco, stone veneer, and a green roof, all of which help minimize the visual impact of the building.

REFERRALS AND NOTIFICATIONS

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 and City Council public hearings. The site was posted with public notice posters and notice of the public hearings was published in the Pikes Peak Courier in compliance with the Municipal Code. Staff has received no written comments regarding this conditional use permit request.

Applications were referred to City departments including Utilities, Public Works, Planning and Building and external agencies including CORE and the NETCFPD. Written comments were returned and have been included with this report.

STAFF RECOMMENDATION

That the Planning Commission recommend to City Council:

Approval of Fred's Towing CUP - SPR: A request by M.V.E., Inc. (Applicant) and Gino LLC, A Colorado LLC (Property Owner) for approval of a Conditional Use Permit and Site Plan Review for Fred's Towing, a commercial building with vehicle storage area on Lot 1, Sunny Glen Retreat Subdivision Filing No. 2 (2730 Mountain Glen Court) in the Community Commercial (CC) zone. (QJ)

1. All development impact fees must be paid prior to ZDP issue including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
2. All exterior lighting, if any, shall be downcast and shielded with a temperature of 3,000 K or warmer and shall not exceed twenty-five feet in height.
3. Pursuant to *MC 18.33.180*, at least 20% of parcel shall remain as open space.
4. 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.
5. Prior to the issuance of a building permit, the property owner shall submit for and receive approval of a:
 - a. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.;
 - b. Teller County Environmental Health Department approval for a septic system with an acceptable oil separator system;
 - c. Infrastructure Zoning Development Permit, fees-in-lieu shall be submitted pursuant to *MC 18.33.170*, for the installation of curb and gutter and sidewalks along Highway 24; and
 - d. Zoning Development Permits and Building Permits for all new construction, including:
 1. All Civil/Construction drawings
 2. Final Drainage Report
 3. Final Landscaping Plan
 4. Final Site Plan
 5. Final Floor Plan and Elevations
 6. Final Grading, Sediment and Erosion Control Plan (with BMPs)
 7. Final Utility Plan (water, sewer, power, etc.)
 8. Final Photometric Plan
 9. CO Stormwater Permit/Stormwater Management Plan

6. Prior to Council Public Hearing, the Applicant shall make revisions to the site plan as indicated on the redlined plans.

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. 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.

9. 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.

10. 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*.

ATTACHMENTS

City Engineer Review Comments
Applicant Application



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: June 2, 2022

SUBJECT: Approve Ordinance No. 1422, Series 2022 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. **(QJ)**
(Presenter Planning Director Karen Schminke)

BACKGROUND: The purpose of this conditional use permit request is to bring an existing non-conforming use into compliance; it was a request for a second driveway on the east end of the property that triggered this CUP application.

RECOMMENDATION: Approve Ordinance 1422, Series 2022, based on the findings contained in the staff report and as presented at public hearings, an ordinance granting a Conditional Use Permit (CUP) for *18.09.090.G. Contractors & Construction Services* uses on 4.22 acres in 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” (1010 Research Drive) in the Service Commercial (SC) zone.

ATTACHMENTS:

1. Tamarac Contractor Services CUP SR CC 2022-05-24
2. Tamarac Contractor Services - CUP Application 12.22.2021
3. Submitted Zoning Compliance Plan 4.22.2022
4. Submitted CUP Compliance Plan 4.22.2022
5. 2022-03-10 PC Minutes - SIGNED 4.14.2022
6. 2022.04.28 PC Minutes - SIGNED 5.12.2022
7. Ord 1422 CUP 1010 Research

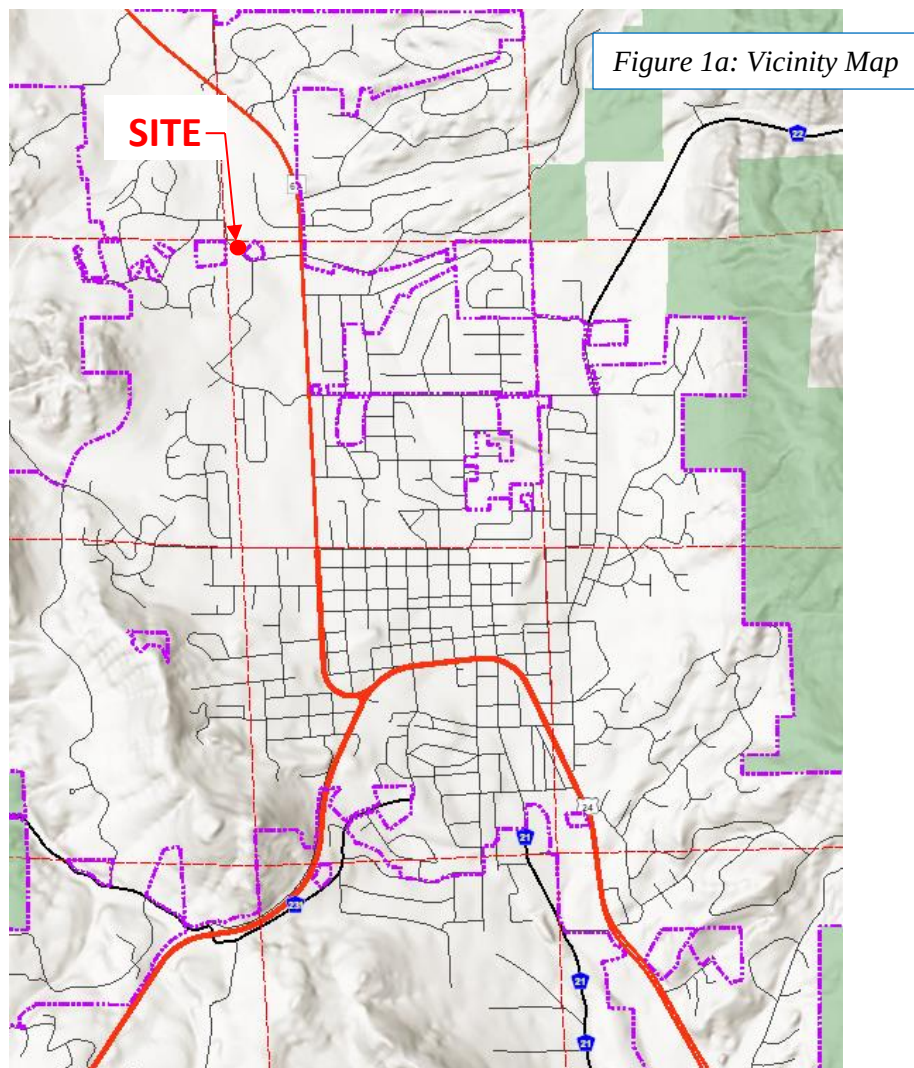


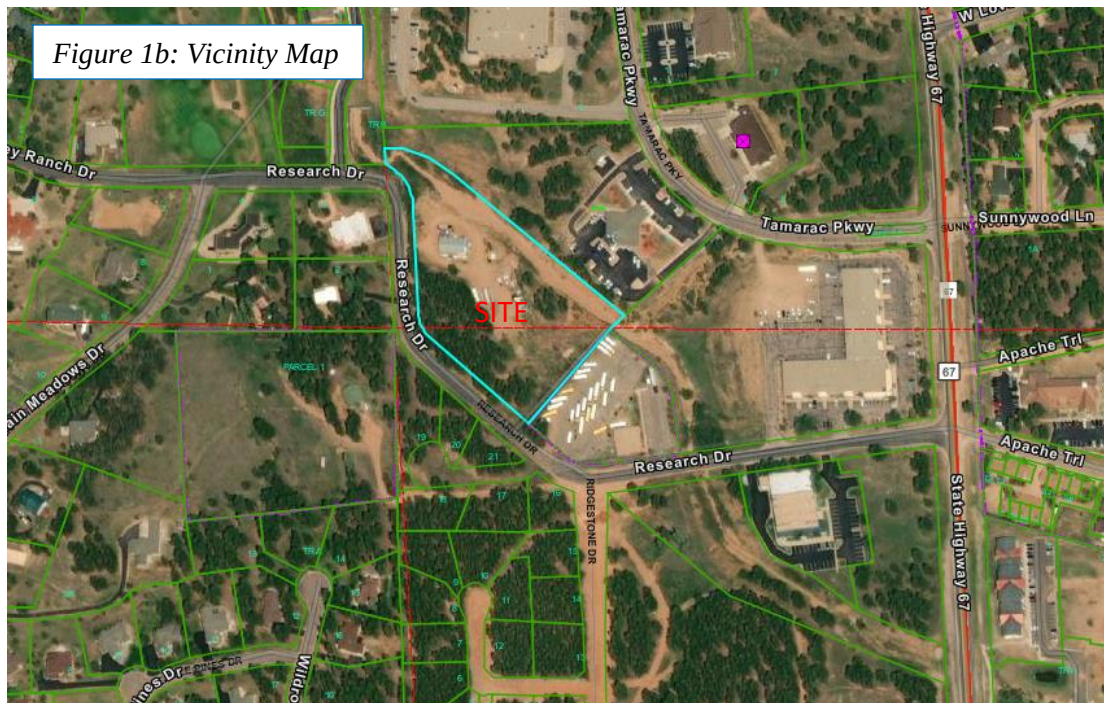
City of Woodland Park Staff Report for City Council

Meeting Date: June 2, 2022		
Agenda Item	Department	Presenter
9.A.	Planning	Karen Schminke, AICP Planning Director

ITEM

CUP#21-003 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. **(QJ)**





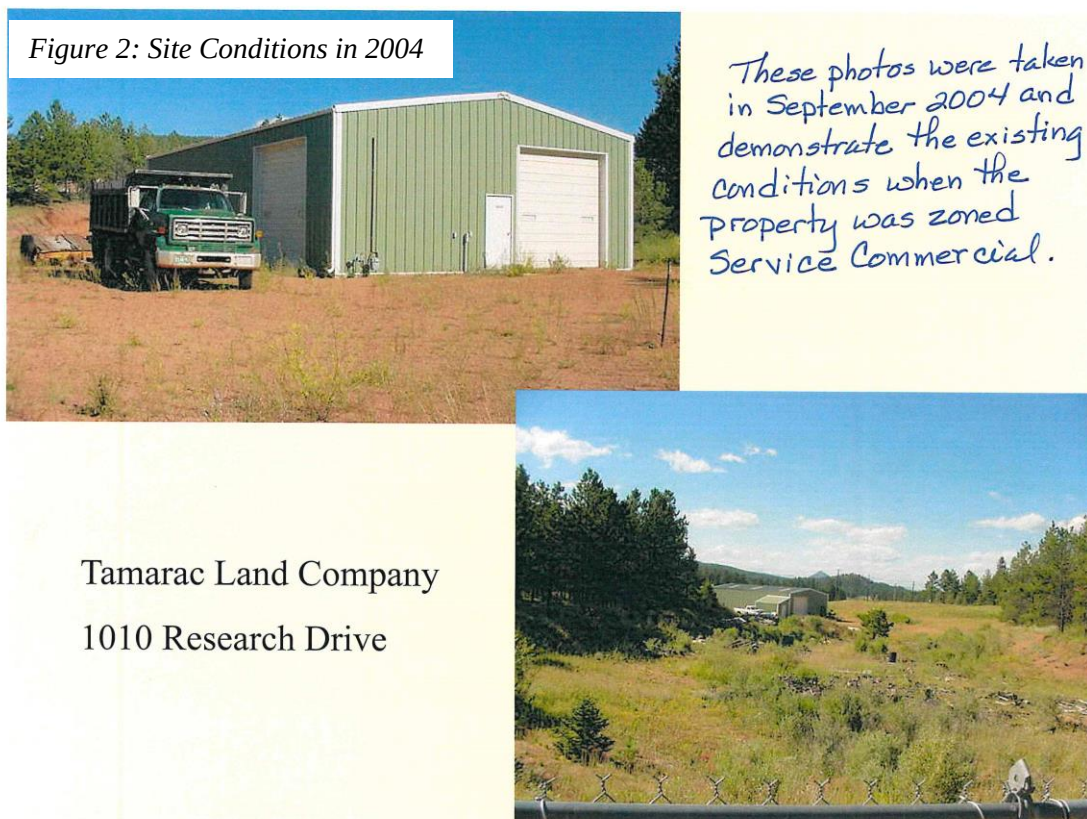
BACKGROUND

The purpose of this conditional use permit request is to bring an existing non-conforming use into compliance; it was a request for a second driveway on the east end of the property that triggered this CUP application.

This site is a 4.22-acre parcel of land located in the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 12, Township 12 South, Range 69 West of the 6th Principal Meridian (on the northeast side of Research Drive) in northern Woodland Park. It is west of Highway 67. Surrounding areas include: Tamarac Tech Park Filing No. 2 to the north; a Teller County parcel and Tamarac Research & Development to the east; Tamarac Tech Park Filing No. 1 to the southeast; Stone Ridge Village Fil. 4 to the south, a Teller County parcel (Davis Subdivision) and Woodland Valley Ranch Fil. 1 to the west, and Sundance at Shining Mountain to the northwest. Based on the Teller County Property Records Database, this property (Account No. R0038507) contains one equipment building which was constructed in 1993.

The property was annexed into the City of Woodland Park in 1997. That process requires all properties to be zoned within 90 days of the annexation being finalized, but that zoning process did not occur at that time. After it was discovered that the property was not formally zoned at the time of annexation, a Zoning Application dated 7/27/2004 was submitted for the 14-acres making up the current business center at 800 Research Drive and the subject property at 1010 Research Drive. That application proposed the zoning of Service Commercial and the staff report for the rezoning stated “The property 1010 Research Drive is developed with contractor storage and services, and is planned to be subdivided into three commercial lots in the future.” Photographs taken in 2004 show the existing conditions of the property with no evidence of

outside storage. The zoning designation of Service Commercial was then adopted, however a CUP Application for the existing use was not submitted at that time.



In December 2019, a conversation was started between the applicant and the City on how best to bring the long-term use of the property (Contractor & Construction Services including related exterior storage) into conformance with the City Code. The CUP process was delayed with the impact of Covid-19 in early 2020.

In December 2021, the Applicant submitted a CUP Application for Contractor & Construction Services to codify the current and existing use of the property. The applicant is requesting a second driveway access at the eastern end of the property.

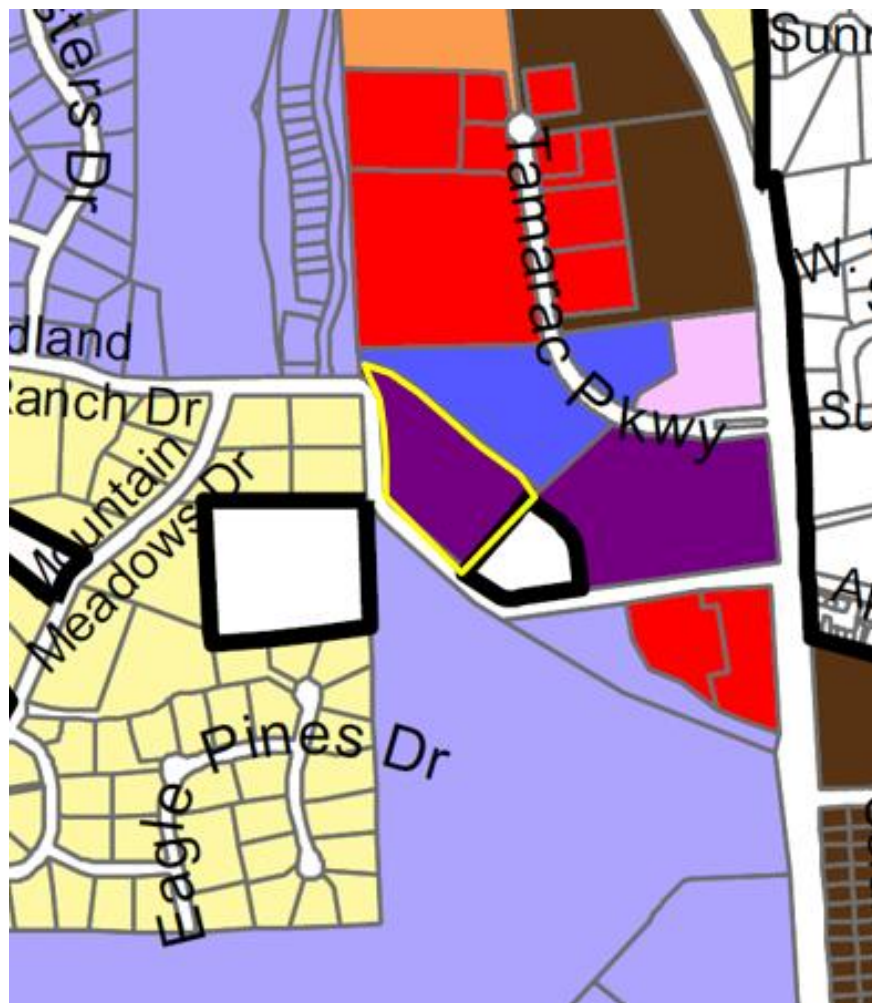
SITE AND SURROUNDING PROPERTIES

The property is located west of Highway 67 in the northern part of Woodland Park. It is bordered by Research Drive on the south and west and is zoned. There are a variety of uses and zoning districts in the area. The school district's bus barn property, which is not inside city limits, is located immediately to the east. The Woodland Park Police Department is located to the north (zoned Public/Semi-Public Land) and the Stoneridge Village development (zoned Planned Unit Development) is located to the south. There are several houses to the west that are zoned Suburban Residential and Sundance at Shining Mountain, zoned PUD, is located northwest of the subject property.

There are existing mature evergreen trees located on the property's perimeter adjacent to Research Drive. Loy Gulch and its associated floodway run along the northern edge of the property.

The existing building, as well as the existing use (contractor and construction services) was in place on the site when it was annexed in 1997. Two existing contracting businesses operate from this site: Scott Homes, Ltd., and Lamb Excavating.

Figure 2a: Zoning Map



City of Woodland Park - Zoning Map

Residential

- Suburban Residential (SR)
- Urban Residential (UR)
- Multi-Family Residential Suburban (MFS)
- Multi-Family Residential Urban (MFU)
- Mobile Home Park (MHP)

Commercial

- Central Business District (CBD)
- Neighborhood Commercial (NC)
- Community Commercial
- Service Commercial (SC)
- Heavy Service Commercial
Light Industrial

Other Zones

- Public / Semi-Public Land (P/SPL)
- Planned Unit Development (PUD)
- Agricultural (AG)
- City Limits

AREA AND SITE PHOTOS





Figure 3a: From SE corner & Research Drive, looking NW



Figure 3b: From S of property on Research Drive, looking NW



Figure 3c: From the curve on Research Drive, looking North.



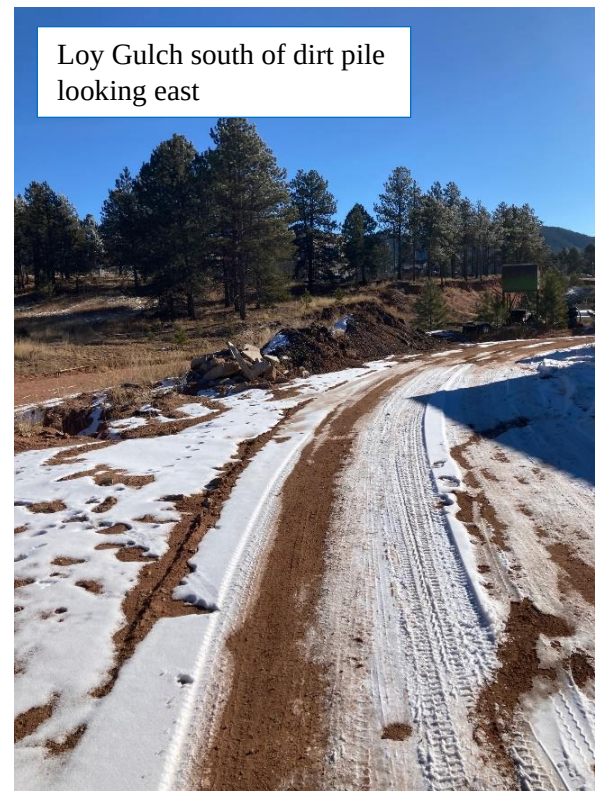
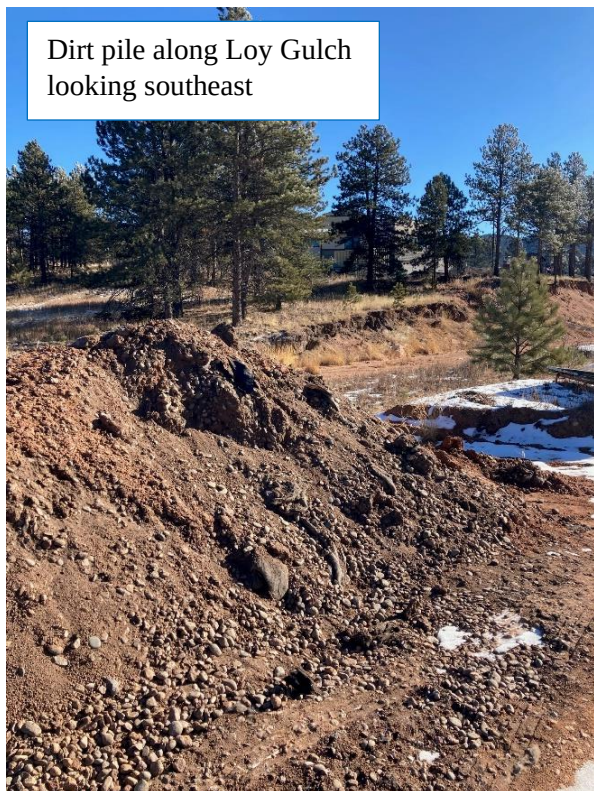
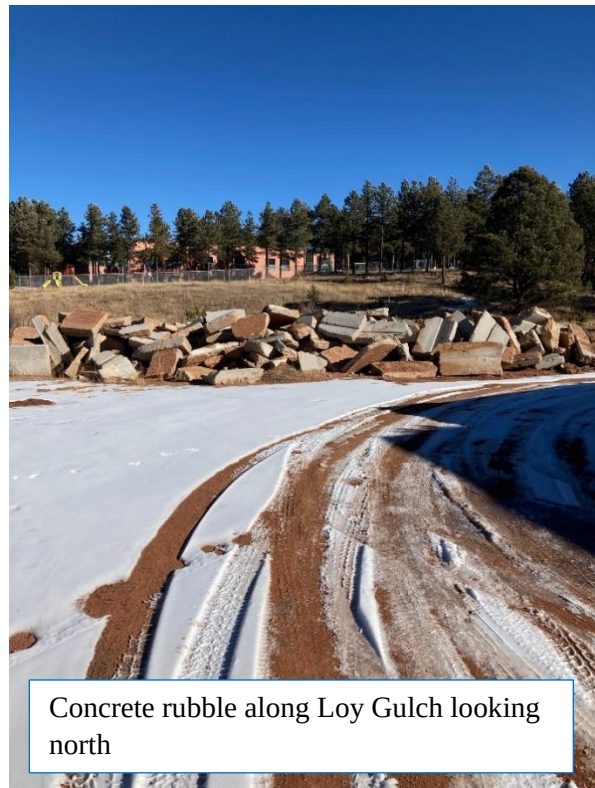
Figure 3d: From Research Drive entrance looking N



Figure 3e: From Research Drive, looking east into the property



Figure 3f: From Research Drive (near the NW corner of the property), looking SE



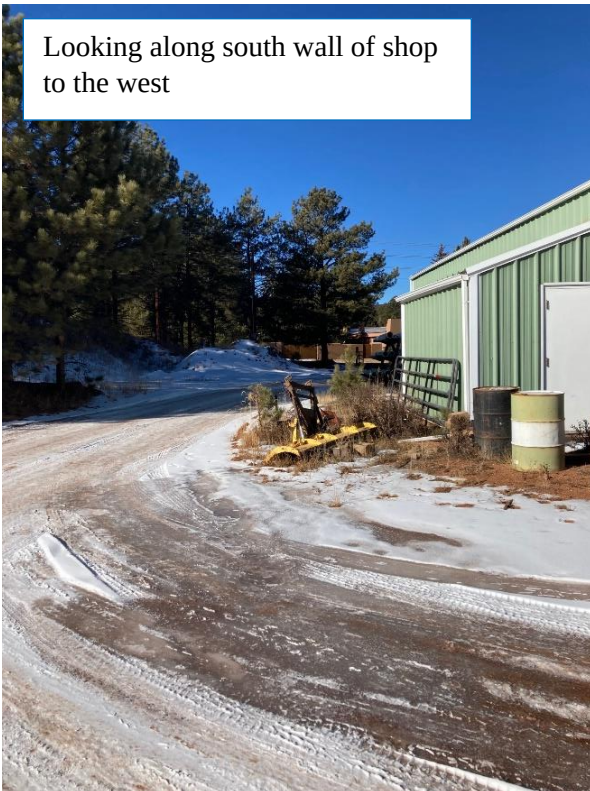
South end of dirt pile along Loy Gulch
looking east



Yard driveway looking south

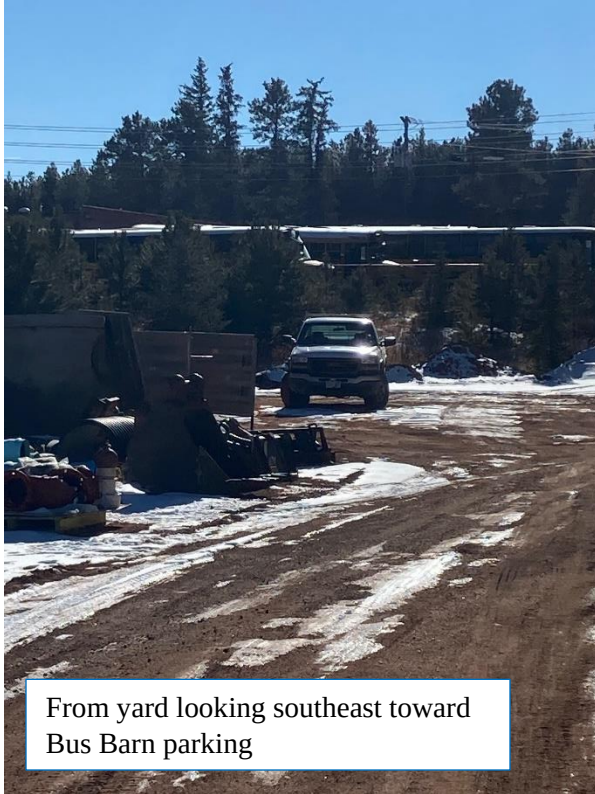


Looking along south wall of shop
to the west



From yard near shop looking southeast

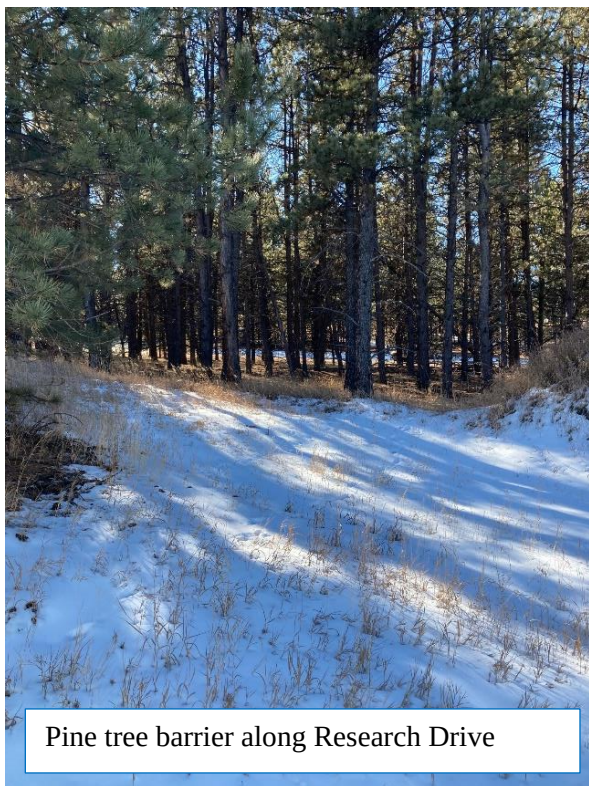




From yard looking southeast toward
Bus Barn parking



From yard looking northeast at WPPD
building across Loy Gulch



Pine tree barrier along Research Drive



West shop wall viewed looking east

TOPOGRAPHIC MAP SITE PLAN

LEGEND

- A SURVEY CENTER POINT
- * FOUND REBAR AND BRASS CAP STAMPED "RAMPAUT JUL 2005"
- FOUND 1/2" REBAR (NO CAP)
- FOUND BRASS NAGLER STAMPED "S 1337"
- FOUND REBAR AND ALUMINUM CAP STAMPED "SE ENCL S 2225"
- FOUND REBAR AND ALUMINUM CAP STAMPED "SE ENCL S 2226"
- FOUND AS SOME SECTION CORNERS
- M WELL
- N WATER VALVE
- D APPROPRIATE
- S SIGNAL

**Terrace Construction Services
Zoning Compliance Plan**

Site Review: Development Site Area 3.11 acres; 135,600 sq ft
Flood Plain Area: 1.18 acres

Subsites: Three Year School: 9.6 ac
Side Yard Subsite: 15 four primary building.
New York 6.1 acre

20% landscaping area = 23,864 sq ft
12.2% of that area is to be deep Research Drive = 16,512 sq ft
17.5% Open space required, only 16,512 indicated area = 26,118

Current Natural Landscaping Area & Open Space Areas
Existing wooded screening areas: 21.9 ± 2.9 ± 4,200 sq ft
Additional wooded screening areas: 1.2 ± 0.2 ± 1,600 sq ft
Total wooded screening areas: 23.1 ± 3.1 ± 5,800 sq ft
Additional area behind four year school: 200 ± 10.10 ± 3,014 sq ft
Total Current Landscaped area = 53,484 sq ft - Complies

Open space area at 26,118 sq ft ± 4,000 sq ft that current landscaped area
Current area of the site is between 52,500 sq ft to 70,500 based on mapping
Please incorporate 7.2% to 7.4% of the allocation area per the preliminary drainage report. The new driveway is within this allocation.

Scale: 1" = 30'
Job No: 21648
Date: APRIL 9, 2022

RAMPAUT SURVEYS, LLC
Rampaut Inc., CO. 80506
(719) 587-2000
DRAWING: 21648.DWG
PAGE: 1 OF 1

[illegible]

ANALYSIS OF CONDITIONAL USE PERMIT AND FINDINGS

Municipal code section §18.57 *Conditional Use Permit* regulates the review of conditional use permit requests. §18.57.040.A states: “*The standards for conditional use permits are intended only as a minimum necessary for review. An application for a conditional use permit, even though meeting the minimal standards of this chapter and code, may be denied, if it is determined that the development and use is not in the best interest of the city.*” § 18.57.040.B specifies the standards by which all conditional uses must comply in order to receive approval. Below is a listing of the applicable CUP standards with staff’s analysis.

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.*

Complies. The site was already developed prior to annexation in 1997 and has been used exclusively as a commercial property for contractors and construction services for over 25 years. It also pre-dates the addition of the residential uses in the surrounding area. No unmitigated potential impacts have been identified for continuation of this use at its current level.

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

Complies. This use has not endangered the public health and welfare. It is a low intensity use that that can be contained within the existing building and buffered/screened from surrounding residential and commercial uses. Existing natural buffers include the Loy Gulch as well as the stand of pine trees located along Research Drive.

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

Complies. The existing use, Contractor & Construction Services, has been in place at this location for over 25 years. During that time there has been development of both commercial and residential uses in the surrounding area. Those subsequent neighboring uses would not have developed in this area if they would not have been supported by the real estate market.

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

Complies. The improvements to the subject property were made prior to annexation which occurred in 1997. The applicant and staff are not aware of any conflicts with neighboring properties related to the current use or operations in the past 20 years. A mixture of uses has been developed in the area. The Woodland Park School District constructed their bus barn in 1991. The SFRs across the street at 1060 Research Drive and 1101 Research Drive were built in 1997 and 2008, respectively. The Tamarac Business Center was built in 1998.

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.*

Complies. The development is consistent with the following principles and goals as specified in the City’s 2021 Comprehensive Plan.

Land Use and Growth Goal 1: Provide opportunities for growth and development while preserving community and environmental quality.

Economic Development Objective 1.2: Retain area businesses and assist with expansion or adding complementary businesses to create clusters and critical mass.

Sustainable Environment Objective 1.1: Recommend that development minimizes its impact on the natural environment and creates a quality human environment through sustainable design and practices.

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.*

Complies. The existing use is being brought into compliance with the provisions, standards and requirements of city regulations adopted and in effect at the time of this application, including the SC zone district limitations and engineering specifications. The City Engineer has noted that per the City of Woodland Park drainage criteria manual, onsite detention and water quality control facilities shall be installed to mitigate *existing* run-off.

Utilities (water, sewer, electric and gas) are currently available in Research Drive. The existing metal building is not currently served with water or wastewater. Potential lot configurations for the future subdivision have been included in this application but are subject to review in a separate future application. City tap fees will be required when plumbing is proposed to be added to the existing building or in conjunction with other permits that require these utilities.

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

Complies. The site was previously developed and has an existing driveway access at the western end of the property. At this time the only change being requested is a second driveway access from Research Drive into the eastern side of the property. This second submitted access point will allow for truck and trailer access to enter the property from Research Drive without impeding traffic flow. Most vehicles come and go early in the morning and return at the end of the working day. There is no anticipated increase in traffic related to this CUP application.

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.*

Complies. The existing building was built in 1993 with appropriate regard for the site's topography and will remain in place. The bulk of the property is fairly level and sits lower than Research Drive.

The Loy Gulch and its associated floodplain area are located on the northern edge of the property. With the future subdivision of the property, Loy Gulch may be platted as a separate tract. However the City will not take ownership of the floodway unless the private owner improves Loy Gulch (armoring, erosion mitigation, etc.) to a level acceptable to the City.

The applicant is proposing to use roto millings to stabilize the site's storage area surface, reduce dust, and maintain run-off water quality; he is also proposing to add a second driveway. A preliminary drainage study has been submitted and reviewed by the city engineer. The

applicant has also met with City staff regarding the need to provide water quality detention for the existing site conditions, as well as the need to address the change in surface area with the addition of the second driveway and adding millings to the drive/storage areas. A final drainage report must be approved by the City Engineer before a grading permit or zoning development permit (ZDP) can be issued.

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.*

Complies. The existing metal building is not currently served with water or wastewater. No changes or additions to the existing building are proposed at this time and future changes to the building and/or use that require water and wastewater will be subject to the regulations and tap fees in place at that time.

As a part of this application surface water drainage, air quality protection methods, and solid waste disposal are being addressed. The applicant is proposing to use roto milling in the areas of equipment use and storage on the subject property. The purpose of this is to reduce dust potential which in turn supports air quality protection. This change is surface material increases the need to install onsite detention and water quality control facilities to mitigate existing run-off (per the City of Woodland Park drainage criteria manual). In addition to defining hard surface areas for vehicle movement and exterior storage, the location for trash containers/roll-offs for solid waste removal should be identified on the final site plan.

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.*

Complies. The continuation of the existing use will not create any significant safety hazards to the general public or to persons working on the site. The only comment received from NETCRPD was, “No issues from FD at this time to add a driveway for another storage lot. Driveway access should be minimum of 20’ in width.”

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)*

Complies. At this time there are no changes or additions proposed for the existing building. Any future additions or changes to the existing building would be evaluated for compliance with City design guidelines. The retention of existing trees and screening proposed by the applicant will enhance the site and neighborhood. The CUP conditions require immediate improvements to the site that serve to clean up and further enhance the area.

There has been discussion regarding the placement of a 6-foot high screening fence along Research Drive. The site plan shows it located along the property line, however City code limits the height of solid fences in the front setback area to 36 inches. In the SC zone the required front setback is 50 feet; it is 25 feet in the majority of the City’s other zone districts. Planning Commission made a recommendation that the 6-foot high screening fence be located 25 feet from the Research Drive property line. Staff has spoken with the City Manager, the approval authority in this situation, and he is comfortable implementing the Planning

Commission's recommendation to place the fence 25-feet from the property line that is adjacent to Research Drive.

REFERRALS AND NOTIFICATIONS

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 and City Council public hearings. The site was posted with public notice posters and notice of the public hearings was published in the Pikes Peak Courier in compliance with the Municipal Code. Staff has received no written comments regarding this conditional use permit request.

Applications were referred to City departments including Utilities, Public Works, Planning and Building and external agencies including CORE and the NETCFPD. Written comments were returned and have been included with this report.

PLANNING COMMISSION RECOMMENDATION

The City of Woodland Park Planning Commission held a public hearing on March 10, 2022 and again on April 28, 2022 (see attached minutes). After consideration of the staff report and comments made at the public hearing, the Planning Commission recommended that City Council approve the Conditional Use Permit for the Contractors & Construction Services use as conditioned. These conditions are reflected in the draft of Ordinance No. 1422.

STAFF RECOMMENDATION

That the City Council move to:

Approve Ordinance 1422, Series 2022, based on the findings contained in the staff report and as presented at public hearings, an ordinance granting a Conditional Use Permit (CUP) for *18.09.090.G. Contractors & Construction Services* uses on 4.22 acres in 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" (1010 Research Drive) in the Service Commercial (SC) zone.

ATTACHMENTS

- A: Applicant Application
- B: Planning Commission Minutes – March 10, 2022
- C: Planning Commission Minutes – April 28, 2022
- D: Ordinance 1422 Conditional Use Permit

City of Woodland Park

Print
Record



Planning Department Routing/Comment Form

ID		Project Name	Tamarac Contractor Services - CUP		Project # EXT/Case #:	CUP2021-0
Permit Number	202112370	Site Address Number	1010	PO Box	6806	
Date Received:	12/14/2021	Site Address Name	Research Drive		Mailing Address #	-
Project Type	CUP	Lot Number	-	Block #	-	Mailing Street
Project Type Number	2	Subdivision	(unplatted)		Filing	-
Project Classification	CUP	Applicant Business Name	-			
Residential or Commercial	Commercial	App First Name	Skip	App Last Name	Howes	

ZDP Required	☒	Public Review Required	☐	Lead Staff Person	Karen Schminke
Board of Adjustment Date		Date Routed	12/27/2021		
Planning Commission Date		Comments Due Back to Planning	1/10/2022		
City Council (1st Reading)		Comments Rec'd	☐	Filed in Area:	
City Council (Public Hearing)				Planning Direct	

Comments Received

City Manager	☐		Building Dept	☐	
City Clerk	☐		Fire District	☒	
City Attorney	☐		Re-2	☐	
Utilities Department	☒		URS	☐	
City Engineer	☐		IREA	☒	
City Inspector	☒		Black Hills	☒	
Finance Department	☐		CDOT	☐	
Planning Director	☒		CenturyLink	☒	
City Planner	☐		TDS Telecom	☒	
Police	☐		Other:	☐	
Parks & Rec	☐				
Economic Development	☐				

Important Information

Administrator
Routing Instructions:

Planning Application Entry Form

[Print Record](#)[Go To Development Fees Receipt Form](#)ID Permit Number Project # EXT/Case # Development Case ☒Date Received Date Routed Date Initial Permit Approved *Date Permit Paid

Open Permit Comments

Final docs rec'd 12/22/2021.

*NOTE: If Non-profit enter Date Approved in Date Permit Paid field for report

Project Type Project Type Number Project Classification Non-Profit, Residential or Commercial Date CO Requested Temp CO Auth Approved Date Temp CO Expires

NOTE: Above Field required only for SINS and TUPs

Project Name Site Address Number Site Address Name Lot Number Block Number Subdivision Filing # Applicant Business Name App First Name App Last Name App Phone Number PO Box Mailing Address Street # Mailing Address Street Name City State Zip Code Owner First Name Owner Last Name Zone Class Applicant Project Value

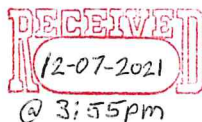
UTILITIES SECTION

Tap Allocation Date Allocation Exp Date Water Tap # Sewer Tap # Tap Paid Date Tap Exp Date Taps Refunded ☐Inside/Outside User Meter Installed ☐

Filed in Area



2021 GENERAL APPLICATION
(Revised 1/1/2021)



Project # _____
Case # 202112370
Fee(s): See City of Woodland Park
Fees Sheet (Plus publication/recording
fees, as applicable)
CUP2021-03

Type of Application (Check one or more as applicable)

- | | | |
|--|---|---|
| ☐ Site Plan Review Permitted Use | ☐ Special Use Permit | ☐ Preliminary Plat |
| ☐ Site Plan Review Conditional Use | ☐ Planned Unit Development (PUD) | ☐ Exemption Plat |
| ☒ Conditional Use Permit | ☐ PUD Amendment | ☐ Final Plat |
| ☐ Zoning Change | ☐ Appeal | ☐ Townhouse Plat |
| ☐ Extension of Development | ☐ Variance | ☐ Condominium Plat |

1. Applicant Information

- a. Applicant Name Skip Howes
- b. Project Coordinator ☒ Property Owner ☐
- c. Mailing Address PO Box 6806, Woodland Park, CO 80866
- d. E-mail Address scotthomesltd@cs.com
- e. Phone Numbers Home _____ Work 687-6083 Mobile 330-6266

2. Property Owner Information (if different from above)

- a. Name Tamarac Land Company Project Contact? Yes ☐ No ☒
- b. Mailing Address 7871 Lefthand Canyon Dr., Jamestown, CO 80455
- c. E-mail Address bob@vinelife.com
- d. Phone Numbers Home _____ Work _____ Mobile 303-324-1398

3. Site Information

- a. Site Address 1010 Research Drive, Wpk, CO 80863
- b. Lot ____ Block ____ Subdivision _____
- c. Property Zoning SC Lot Size 4.16 Acres ☒ Square Feet ☐

4. Project Information

- a. Project Name Tamarac Contractor Services
- b. Brief Description of Project/Request CUP application to codify current existing use of Contractor Services
- _____
- _____
- _____
- c. Project Narrative (On a separate sheet provide additional project details and how the proposal complies with the applicable code requirements, which can be found in Section 8 of this application.)

5. Consultant Information (if applicable)

a. Architect

- i. Project Contact None
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

b. Engineer

- i. Project Contact John Schwab
- ii. Firm Name JPS Engineering
- iii. Physical Address 19E Willamette Ave, CS, CO 80903
- iv. Mailing Address _____
- v. E-mail Address john@jpsengr.com
- vi. Phone Numbers: Business _____ Mobile _____

c. Planner

- i. Project Contact In House
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

d. Surveyor

- i. Project Contact Eric Simonson
- ii. Firm Name Rampart Surveys, LLC
- iii. Physical Address 1050 Tamarac Parkway, Wpk, CO 80863
- iv. Mailing Address _____
- v. E-mail Address eric@rampartls.com
- vi. Phone Numbers: Business 687-0920 Mobile _____

e. Other (specify role) _____

- i. Project Contact _____
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

6. Submittal Requirements

The following items must be included at time of submittal (in addition to items on the submittal checklists) or the application will not be processed (additional copies may be requested).

Type of Application	24" x 36" Plan Set	11" x 17" Plan Set	Adobe Acrobat Portable Document Format (.pdf) electronic Plan Set on a flash drive	Warranty Deed or Title Policy	List of adjoining property owners within 150'	Copies of reports (narrative, traffic study, drainage, etc.)
All Types	1	1	1	1	1	1

7. Applicable Code Sections

The following are the applicable code sections by type of application and are for assisting applicants in completing the required project narrative. The City of Woodland Park's Municipal Code can be found at www.city-woodlandpark.org/Charter&Code. Subdivision requirements are in Title 17 and Zoning is in Title 18 of the Municipal Code.

Type of Application	Applicable Code Sections
Site Plan Review Permitted Use	Chapters 18.34, 18.33 and 18.39
Site Plan Review Conditional Use	Chapters 18.34, 18.57, 18.33 and 18.39
Conditional Use Permit	Chapter 18.57 plus applicable site plan regulations
Zoning Change	There are no specific standards, but the applicant should provide supporting argument for a zoning change, including how it complies with the Comprehensive Plan
Special Use Permit	Chapter 18.61 plus applicable site plan regulations
Planned Unit Development	Chapters 18.30, 18.33, 18.39, Sections 17.20.070, and 17.20.080
Appeal	Chapter 18.54
Variance	Chapter 18.60
Preliminary Plat	Chapter 17.20 plus applicable subdivision sections
Exemption Plat	Section 17.52.030 plus applicable subdivision sections
Final Plat	Chapter 17.24 plus applicable subdivision sections
Townhouse Plat	Chapter 17.32 plus applicable subdivision sections
Condominium Plat	Chapter 17.32 plus applicable subdivision sections

8. Certification of Ownership

I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.

Owner James Tamara Carol Young Inc Date 5/23/2021
Robert R. Young, President

Owner _____ Date _____

9. Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

I certify that I understand that the proposed development is in accordance with all provisions of the City of Woodland Park's Municipal Code and other applicable regulations.

Applicant [Signature] Date 12-7-2021

City Use Only

1. Submission 12/7, 2021, taken by Dave Burgess
Fee Received _____, 20____, taken by _____
2. Application is deemed complete – OR – deemed incomplete and returned to applicant to complete on 12/13/21.
3. Public Hearing Notice
Published _____, 20____
Posted _____, 20____
Adjacent Property Notification _____, 20____.
4. Planning Commission Public Hearing 1/27, 2021.
Board of Adjustment Public Hearing (when applicable) _____, 20____.
5. City Council First Reading of Ordinance (if applicable) 2/17, 20____.
City Council Public Hearing 3/3, 2021.
Notes _____

6. Letter of Approval/Denial to applicant sent _____, 20____.
7. Additional Information

Revision #5 - December 21, 2021
APPLICANT'S NARRATIVE
CUP CRITERIA

APPLICANT: Tamarac Land Company, Skip Howes; Representative

PROJECT: Tamarac Contractor Services; 1010 Research Drive – Existing Contractor Storage

BACKGROUND: *This property, known as 1010 Research Drive, was acquired by Tamarac Land Company in the mid 1980's. The existing metal building was constructed in 1996 with a building permit issued by Teller County on December 2, 1993, (permit #93-4981) with the address of 1098 Research Drive. It was built to provide the Contractor Services and Storage support for Scott Homes, Ltd. and the future development of Tamarac.*

The property was annexed into the City of Woodland Park in 1997. For unknown reasons it did not receive specific zoning at the time of annexation. The property was in use for contractor service and storage at the time of annexation.

Historically, the property has been predominately used by Tamarac Land Company, Scott Homes, Ltd. and Lamb Excavating to support their construction, excavation and business activities in Woodland Park and Teller County.

In 2004 it was discovered that the property was not formally zoned. A Zoning Application dated 7/27/04 was submitted for the 14 acres making up the current business center at 800 Research Drive (10 ac. +/-) and the property at 1010 Research Drive (4 ac. +/-). That application proposed the zoning of Service Commercial with a "Pre-existing non-conforming use" to be approved during the process. However, for whatever reasons a Conditional Use Permit for the 4 acres part of the zoning was not processed.

Contractor Services/Construction Services type use is not only rare in Woodland Park, but also critical in terms of supporting the needs of that sector of the local economy and positively impacting the costs for consumers in the community engaging those types of services.

Since 2004 the non-conforming use area expanded from its original extent. Neither the Owner nor the City was aware of this lack of compliance with the Code.

This Application for a Conditional Use Permit (CUP) is based on three needs:

- 1. To bring the property use into conformance with the relevant City Codes.*
- 2. To provide a critically needed use, enhancing the diversity of the community in supporting the construction industry.*
- 3. To establish the needed site features (e.g. storm drainage detention etc.) to comply with the community safety and development standards as additional development occurs on site.*

During this time, the property owners determined that a second driveway on the easterly part of the property was needed to provide a safer access for larger trucks and trailers into the

property historically used by Lamb Excavating. An application for that driveway permit was submitted, reviewed, and approved subject to the submittal of a Conditional Use Permit application.

In December 2019, specific and intentional efforts started to bring the long-term use of the property at 1010 Research Drive into conformance with the City Code by preparing a CUP Application. That process was derailed due to the impact of COVID19 in early 2020. However, City Staff and the Applicant have been working together to identify issues and define solutions.

In processing that approval, the application was forwarded to Planning thus restarting the process to develop a CUP to bring the property into conformance with City codes.

CONDITIONAL USE PERMIT REVIEW CRITERIA: Section 18.57.040.B of the Code includes standards that all conditional uses must demonstrate compliance with. Section 18.57.040.A states: *“The standards for conditional use permits are intended only as a minimum necessary for review. An application for a conditional use permit, even though meeting the minimal standards of this chapter and code, may be denied, if it is determined that the development and use is not in the best interest of the city.”*

The following criteria shall apply to all uses requiring the approval of a conditional use permit (followed by an applicant analysis of how the proposed use complies):

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.

Analysis:

- *Currently there are limited parcels zoned for the HSCLI zone with permitted use as “contractor services and storage” within the City of Woodland Park.*
- *At one time there were numerous parcels zoned HSCLI, (without the CUP process), several have been re-zoned to other uses, such as Multi Family Residential or public uses.*
- *This parcel provides a significant operating platform for two needed business operations (Scott Homes, Ltd. And Lamb Excavating) within the City and without an approved CUP these two businesses would face considerable hardship in trying to continue operations within the city limits of Woodland Park.*
- *This small property (4 ac. +/-) can meet a limited portion of the current demand for this use within the City. In addition to the two current users, with the approval of this CUP a potential third user could be supported as well.*

- *The site currently has significant mature visual impact mitigations in place. When the existing building was constructed, several trees were planted along Research Drive across from the two residential lots creating a landscaped buffer to the residential area to the west helping mitigate the visual impacts of the current uses on the property. The trees have grown and currently create a fairly solid wall of evergreen trees along the westerly boundary limiting direct view of the building and grounds. Continuing to the south and east the existing pine trees along with the higher topography along the road create a natural buffer along the fifty feet (50') front yard setback of Research Drive.*
- *The Bus Barn site is to the east with several vehicles and the zoning to the north previously was Heavy Service Commercial - Light Industrial use and rezoned for the City of Woodland Park Police Department, public/semi-public use.*
- *Permanent or temporary/movable screened fencing can be used around material storage areas to limit any additional visual impact to the adjacent residential areas.*

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

Analysis:

- *The property borders and includes a portion of the Loy Gulch Floodplain. However, none of the current uses encroach onto that portion of the site lying within the floodplain. It should be noted there has been discussion of creating a separate parcel/tract for the floodplain during the future subdivision process to be transferred to the City to support the City's master drainage/storm water management plan.*
- *As discussed earlier in this application, there is a significant vegetation buffer between the yard areas used for staging existing vehicles, construction equipment, safety signage and some limited construction materials, Research Drive, and the existing residences along Research Drive. In addition to the impact of these visual barriers, the applicant believes the current uses have not caused any danger to the public health and welfare during the past 20 years of continuous operations.*
- *There is currently no storage of significant amounts of fuels and lubricants on the site. Going forward any storage of hazardous materials will be required to meet the appropriate standards for trailered or site storage of those materials.*

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

Analysis:

- *To the north is HSC/LI zoning with the Colorado Springs Christian School which was previously the Volkswagen automotive parts facility and the Woodland Park Police Operations Center which was rezoned to a public use. To the east is the Woodland Park School District, school bus facility (Bus Barn site) and yard which is an unincorporated Teller County enclave. Approval of this application should have no additional impact on those properties.*
 - *To the west are two single family residences; 1060 Research Drive built in 1997, after the building at 1010 Research Drive was constructed, and has sold three time since. Also 1101 Research Drive built in 1998 and recently sold again in 2015. All sales have been at higher sales prices. The new filing of Stone Ridge Village to the south is currently in place and residential construction has proceeded. 1010 Research Drive has proven to be a good neighbor for over 20 years and not impacted property values. All the referenced residential buildings were constructed after the metal building was in place.*
4. The proposed development and use shall be in harmony with the area in which it is to be located.

Analysis:

- *This use is in accordance with the historical master planning concepts related to the area. The north side of Research Drive from Highway 67 west to the golf course was planned for commercial or industrial uses.*
 - *As stated earlier, this use seems compatible with the existing neighborhood. Historically, the Teller County School District constructed their facility in 1991. The improvements to 1010 Research Drive were constructed in 1993-96. The house at 1101 Research Drive was built in 2008 and the house at 1060 Research Drive was built in 1997. The Tamarac Business Center was constructed in 2003. The Applicant is not aware of any conflicts with neighboring properties related to use or operations over a significant period of years.*
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.

Analysis:

- *The property zoning of Service Commercial is a planned buffer zone between the adjacent residential and the higher industrial/public uses. Research Drive is a community collector street with significant traffic from several neighborhoods leading to highway 67, the major arterial. Water, sewer and other utilities are readily available either adjacent to or within the property and subject to the payment of appropriate tap fees upon connection. This would allow for a minor subdivision in accordance with City requirements and the consolidation of these types of uses and services in a central location with direct access to Hwy 67. There is no impact on growth management, transportation, capital improvements and downtown redevelopment. As a needed service to the community this use supports the industries that support the city economy.*
 - *See City Utility Maps for Water and Sewer availability, 2 pages- Exhibit 1*
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.

Analysis:

- *Discussions with City staff proposed that any future subdivision of the property define the area of the Loy Gulch flood plain as a separate parcel/tract to have the ability to deed to the City. This would allow the City, in the future, to manage the floodplain in accordance with their Master Drainage Plan.*
 - *Currently utilities (water, sewer, gas and electric) are available. An existing permitted metal building is in place with a water stub out on the site. (However, there is currently no physical connection to City water or sewer. If a CUP is approved, any future expansion to the existing building or new buildings on the property would be in compliance with City requirements including those of the CUP.*
 - *Currently there are no plans for additional structures, requiring a building permit, on the property. The identification of material storage areas and related screening for those defined areas are conceptualized on the referenced site plans.*
 - *We have defined potential lot configurations and proposed screening locations for the current uses. The minor subdivision plat for the three lots and tract would be submitted in the future after the CUP approval and implementation.*
- See the three sheets defining the concepts proposed – Exhibit 2.*
7. The proposed development and use shall be designed, constructed and maintained to accommodate the on-site and off-site traffic generated.

Analysis:

- *A request for the installation of two additional driveways to access the property would allow access to the additional proposed 2 lots. As discussed earlier in this Application, an application for one driveway has been submitted and approved subject to the Conditional Use Permit. This second submitted access point to the easterly end of the property (potentially lot 3) will allow for truck and trailer access to enter the property off Research Drive completely and not potentially block traffic on Research Drive. These two and potentially a future third access point, serving lot 2, will improve onsite and off-site traffic.*
 - *Operationally, given these uses, most vehicles will come and go early in the morning and return at the end of the working day. Support activities will typically be performed during the day. No neighborhood streets are accessed from this property.*
 - *Scott Homes, Ltd. has smaller vehicles, trailers, skid steer and attachments that we use for our residential construction. They typically have up to two vehicles round trip every day on average with the one employee.*
 - *Lamb Excavating has larger, heavier equipment since they do pipeline, excavating and heavier construction. Their equipment and materials are moved around the site regularly. There is typically one employee on site on a regular basis. When their equipment is on an offsite job, the employees go directly to the job site not the equipment yard.*
 - *A potential third user is unknown at this time. The infill lot 2 would be the same Contractor Service use as allowed by zoning and the CUP.*
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.

Analysis:

- *A portion of the property is part of the larger Loy Gulch flood plain area. The earlier LOMR amendment incorporated the entire parcel in their reevaluation of the flood plain. It is important to recognize this referenced LOMR includes the current impervious surfaces, disturbed areas (building, parking, materials storage, etc.) in its calculations related to current “historical” discharge rates.*
- *Future increases in the impervious areas must be accounted for in the site storm water management plan which would be produced with the final platting of the property into three lots. The Applicant’s Drainage Study calculates the*

future runoff at 75% of total site area becoming impervious surfaces. (Buildings, hard surfaces, asphalt or gravel/millings areas. As a result:

- 1. Future increases in impervious area outside the current disturbed area must be managed.***
 - 2. Future increases in impervious area within the current disturbed area have been already accounted for in the LOMR amendment.***
 - 3. The Applicant proposes to work with Staff to develop a phasing plan to provide detention required per item #1 above to occur during the final platting and the ZDP application process.***
- ***The land along Research Drive is higher than the areas along the flood plain and acts as a natural height buffer to any visual impacts of the materials and equipment used and stored on the property.***

See LOMR Area Inclusion Map attached – two page – Exhibit 3

See JPS Engineering updated drainage analysis – Exhibit 4

- ***With heavy equipment – track and tire, safety cages, traffic control equipment, all have a heavier tire load. The areas housing these types of equipment would have roto millings applied to the ground surface to eliminate surface damage, allow for re-grading and stabilization of non hard surface areas to reduce dust and maintain run off water quality. Hard surfaces like asphalt or concrete are not ideal to carry the heavy weight of the vehicles and track equipment.***

See attached photos of maintenance yards using roto millings – Exhibit 5

- ***There are no onsite administrative/office services currently proposed. Both users have offices located elsewhere in Woodland Park.***
- ***Future development plans or ZDP applications will address the direct impact of those proposed building improvements as required by that process. For now the current uses will remain in place.***
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.

Analysis:

- ***City water and sewer are available on and to the property. Other services (gas and electric) typical with improved parcels are also available. During the site Development process each area that requires a ZDP (Zoning Development Permit) will indicate how these services will be brought into the property improvements.***
- ***Trash containers/roll offs may be used to remove solid waste.***

- *Roto Milling will be used in areas of equipment use and storage to reduce dust potential for air quality control.*
- *Buildings and hard surface areas will be defined for vehicle parking lots to identify any impact to drainage. As reported in Section 8 (above) the amended LOMR included the current site disturbance areas within their base re-calculations.*
- *Future actual construction of buildings and hard surfaces will be addressed during the ZDP process based on defined construction and any direct impact. Currently the site is in full compliance with the amended LOMR.*

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.

Analysis:

- *The fire protection requirements for development will be based on building occupancy as defined by the building codes. There are no current requirements.*
- *There are currently five fire Hydrants located along Research Drive and adjacent to this property. The previously attached City water services map shows those locations. Should the ZDP process define the necessity for additional fire hydrants or code compliant building sprinklers they will be addressed at that time.*
- *There is currently no storage of hazardous materials on the site. Regulatory standards are in place to define the measures to assure compliance of the storage of hazardous materials.*

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.

Analysis:

- *With the potential of three separate lots, having three separate users and not knowing their specific requirements there is not a proposed central architectural theme for the property.*
- *The existing metal building, while constructed under permit, may not currently meet City Design Requirements, but was accepted when annexed and zoned.*

Any exterior expansion of the structure would be evaluated to enhance compliance with the then current City design guidelines.

- *With a 50' setback off Research Drive for buildings, the ideal situation would be to maintain some of the existing pine forest for that setback area. The code allows for driveway access points, gates, signage, parking etc. as permitted within that setback. This can create a natural buffer with the land being higher at Research Drive than the lower areas near the flood plain, where the site is currently level.*
- *No outside storage would be included in this 50' front setback area. Screening of material storage from the adjacent residential areas is desired. The attached screening and fencing photos define a wide variety of options available based upon the property owner's desires. The evergreen planting on the West side of 1010 Research Drive has proven successful over the years.*
- *As a practical matter, with the potential need to move materials around the storage yard, flexible fencing might be appropriate at times to screen the materials as they are relocated. Other areas might have fixed screened fencing.*
- *Currently, "goods and materials" permitted to be stored outside are not defined in the City Code. After discussion with Planning Staff, the applicant proposes to define for the purposes of the CUP "goods and materials" as being those items that would be sold to the public or consumed during the construction or development process. Examples would be lumber, pipe, valves, fittings etc. Generally speaking, any items consumed during the construction process would be defined as "materials."*
- *Equipment does not have a definition as well. The understanding of equipment would be objects such as front end loaders, backhoes, skid steers, trailers, licensed construction equipment and vehicles, construction equipment, attachments and accessories, safety cages, fuel storage tanks, etc. As a general definition, items not consumed during the construction process would be defined as "equipment".*
- *Since consumable materials used by the industry can be bulky and when stacked or stored take significant ground space. Vehicle access to allow the materials to be moved, loaded or relocated needs to be maintained but not defined as storage space.*
- *The proposed defined screened areas for these uses would be a maximum of 5,000 square feet (Five Thousand Square Feet (e.g. 70'+x70'+)). This is above the 2,000 sf (45' x 45') as referenced in the Code but well below the areas allowed under Retail uses in the Service Commercial zones. The final design of any fence or landscape buffer would be submitted with their individual fence ZDP request.*

See attached types of proposed fences – three pages – Exhibit 6

- *Please see the attached concept site plans (exhibit 2) for site #1, #2 and #3. Lot #2 does show a conflict between a conceptual fenced area and a conceptual detention pond area. Once the final lot coverage area is defined the size and location of the detention pond will have the priority impact on the site. Until then the conceptual fenced area may be used.*



Exhibit 1 - Sewer



Woodland Valley Ranch Rd

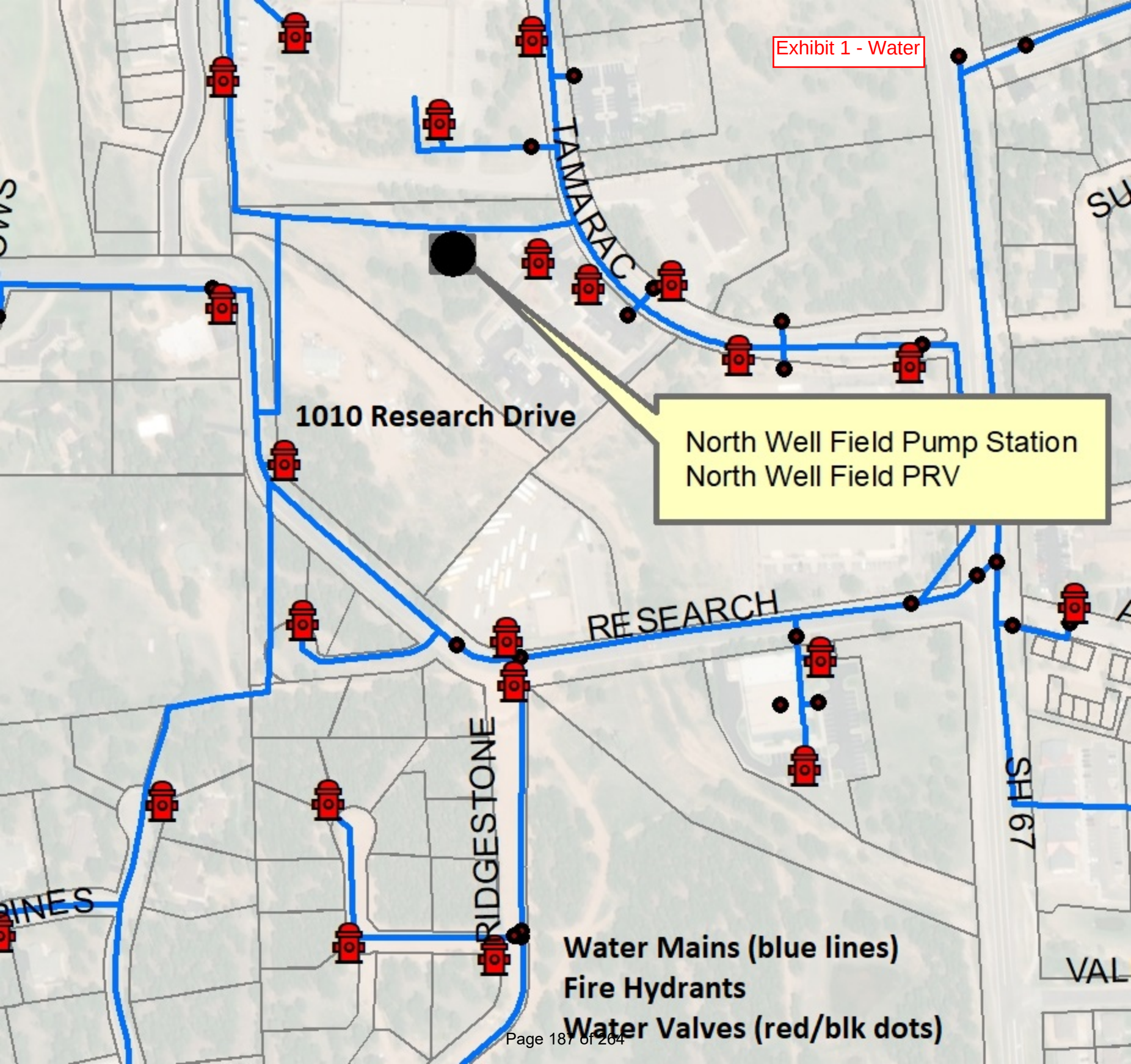
Sanitary Sewer Mains (purple lines)
Manholes (green dots)

1010 Research Drive

Roberts Ranch Rd

Research Drive

Exhibit 1 - Water



1010 Research Drive

North Well Field Pump Station
North Well Field PRV

RESEARCH

RIDGESTONE

SH 67

VAL

Water Mains (blue lines)
Fire Hydrants
Water Valves (red/blk dots)



Scale 1" = 40'

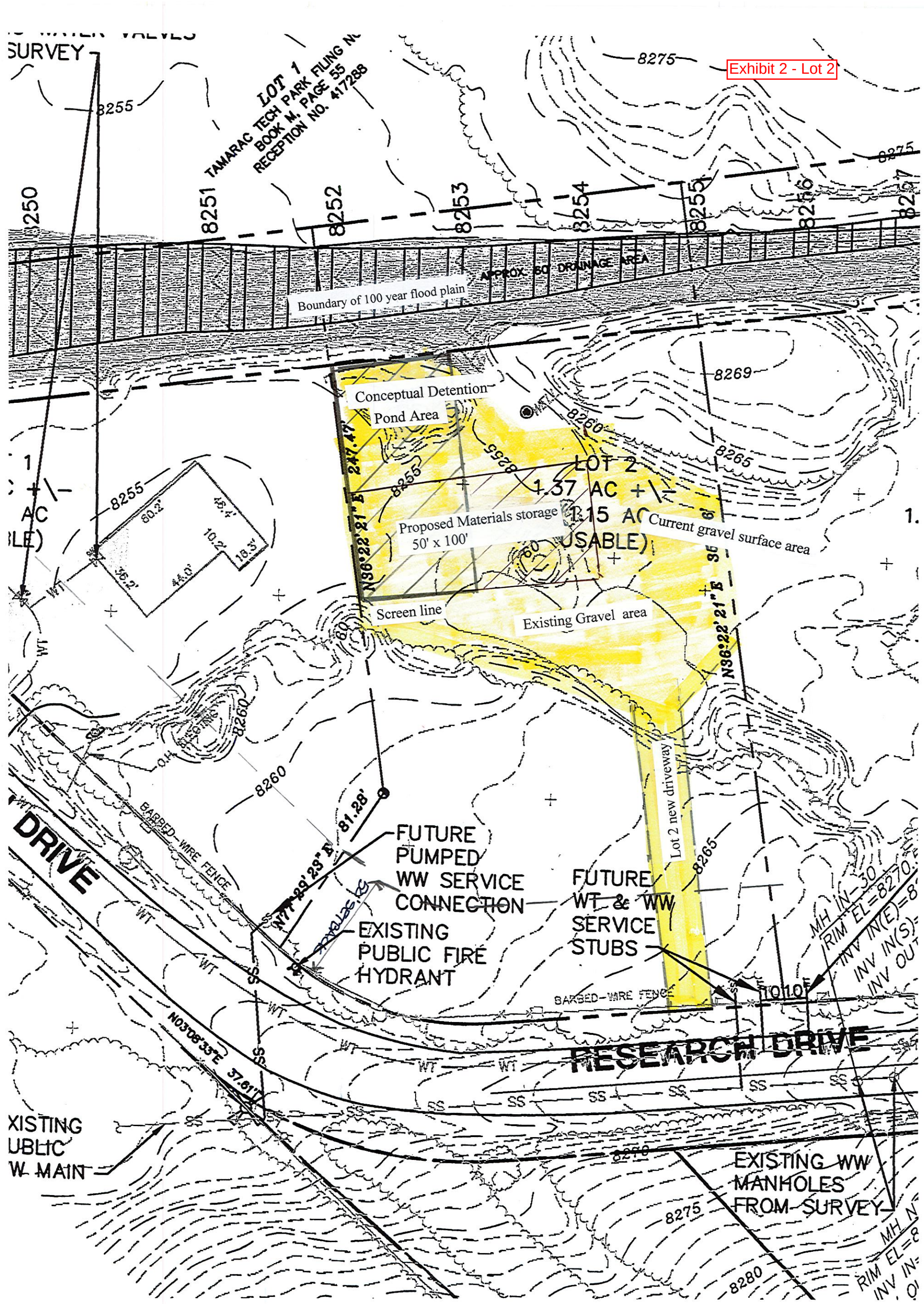
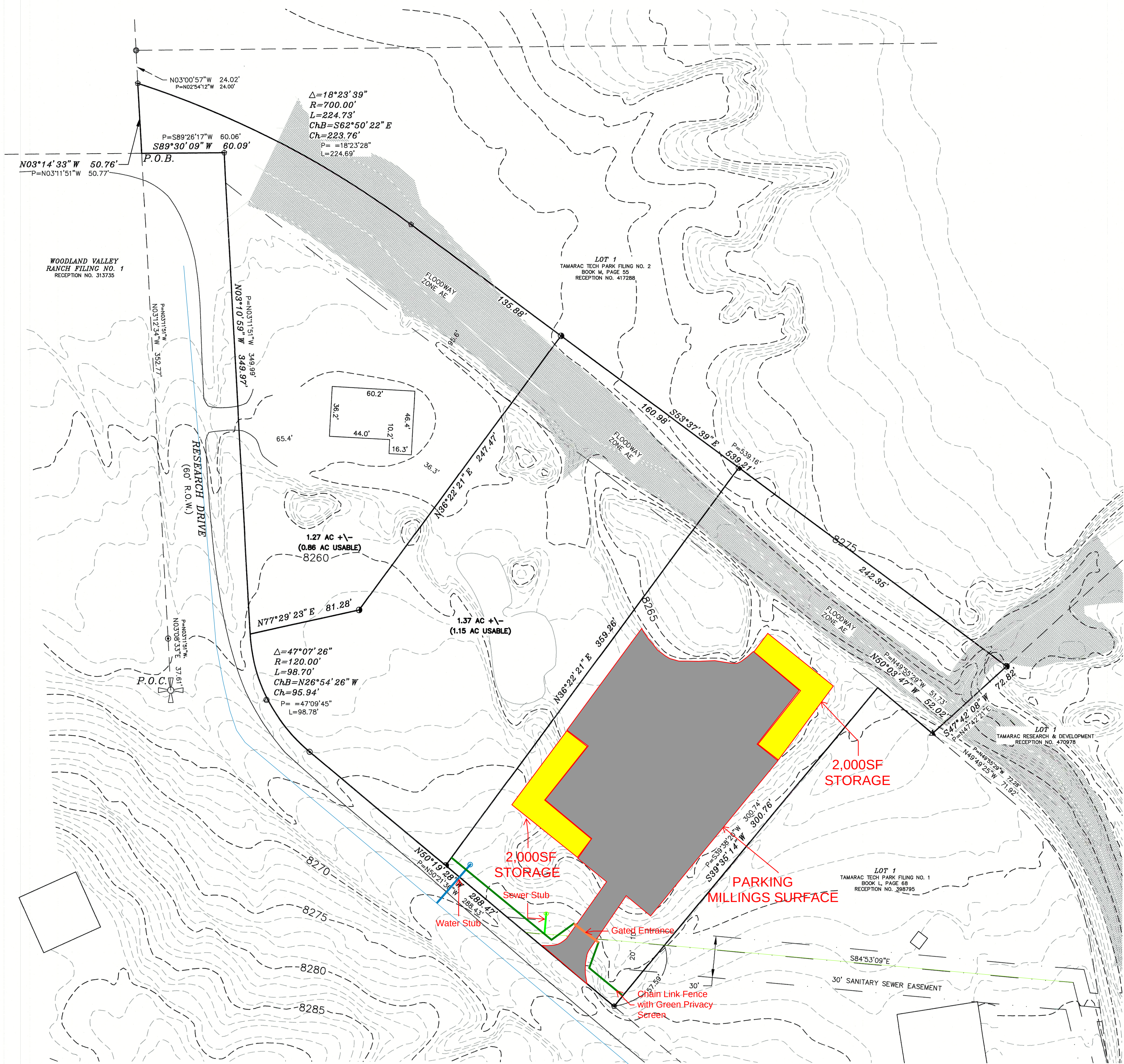


Exhibit 2 - Lot 2

Lot 2 Proposed Site Plan
Scale 1"=40'

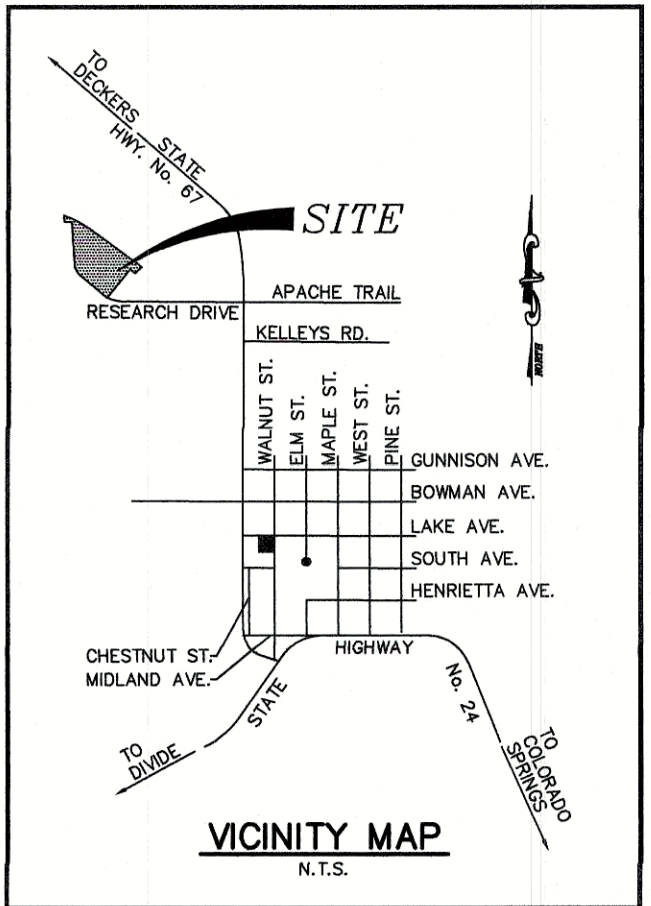
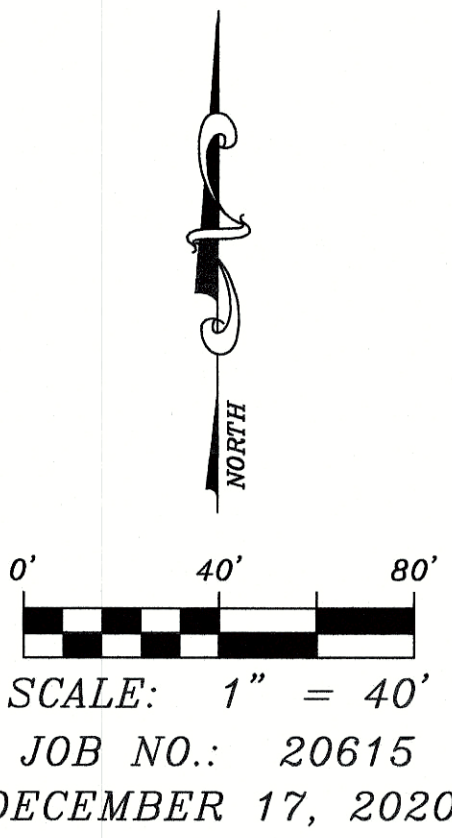
RESEARCH DRIVE COMMERCIAL PARK
LOCATED IN THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER
OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M.
IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

Exhibit 2 - Lot 3



LEGEND:

- FOUND REBAR AND RED CAP STAMPED "RAMPART PLS 26965"
- ⊙ FOUND REBAR AND YELLOW CAP STAMPED "LS 12043"
- ⊕ FOUND REBAR AND 1-1/2" ALUMINUM CAP STAMPED "JR ENG LS 25369"
- ▲ FOUND REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LS 27275"
- FOUND REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MVE INC LS 19586"
- ⊙ FOUND 1/2" REBAR (NO CAP)
- △ FOUND 1" BRASS WASHER STAMPED "LS 10377"



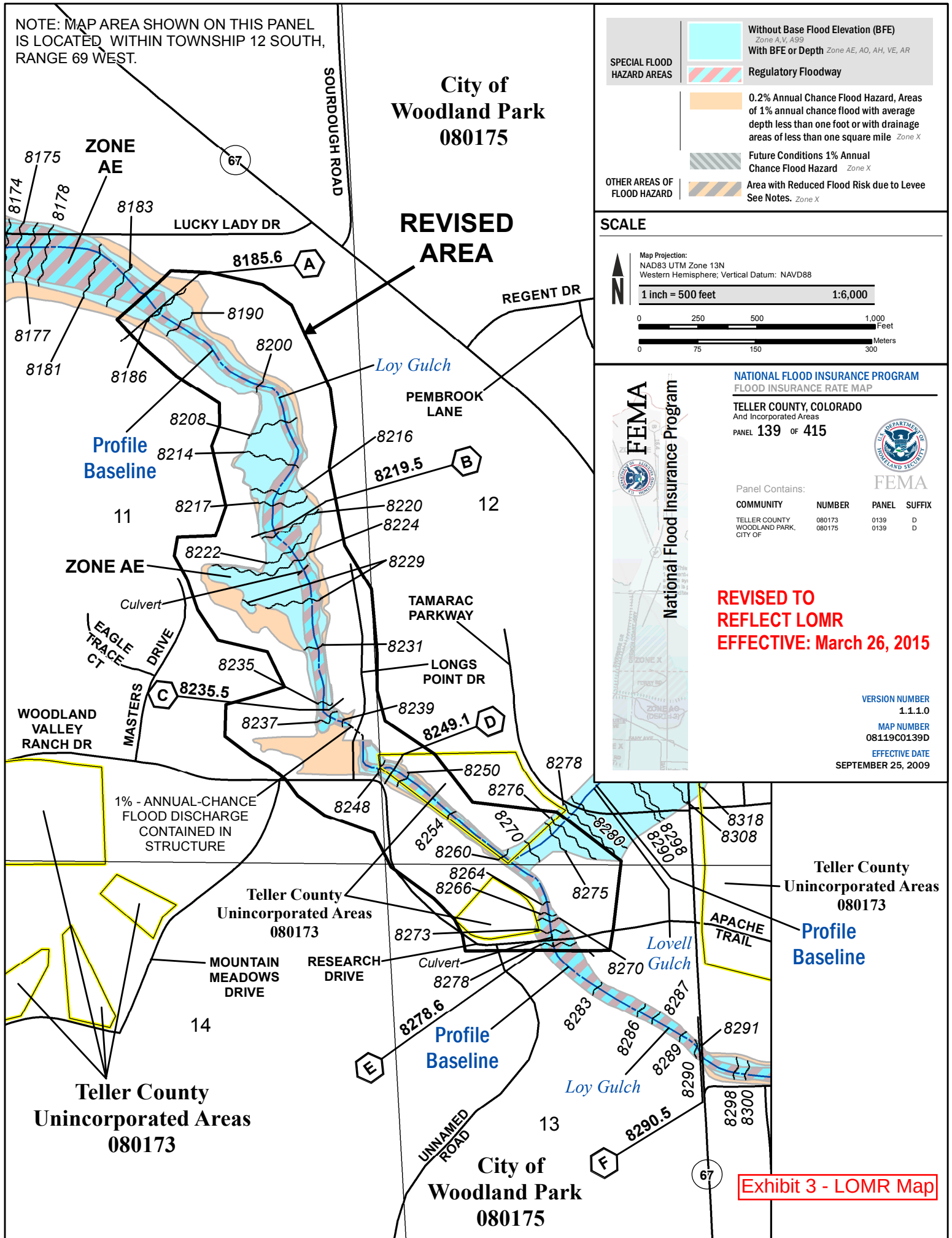
RESEARCH DRIVE COMMERCIAL PARK
W1/2 OF THE SW1/4, SEC. 12, T12S, R69W

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 20615.DWG PAGE 1 OF 1

NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 12 SOUTH, RANGE 69 WEST.



SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes. Zone X

OTHER AREAS OF FLOOD HAZARD

SCALE

Map Projection:
NAD83 UTM Zone 13N
Western Hemisphere; Vertical Datum: NAVD88

1 inch = 500 feet 1:6,000

0 250 500 1,000 Feet
0 75 150 300 Meters

FEMA
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

TELLER COUNTY, COLORADO
And Incorporated Areas

PANEL 139 OF 415

Panel Contains:

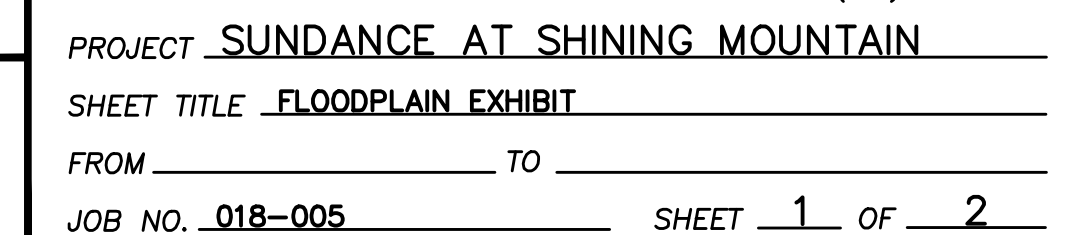
COMMUNITY	NUMBER	PANEL	SUFFIX
TELLER COUNTY	080173	0139	D
WOODLAND PARK, CITY OF	080175	0139	D

REVISOR TO REFLECT LOMR EFFECTIVE: March 26, 2015

VERSION NUMBER 1.1.1.0
MAP NUMBER 08119C0139D
EFFECTIVE DATE SEPTEMBER 25, 2009

Exhibit 3 - LOMR Map

NAVD 1988 DATUM



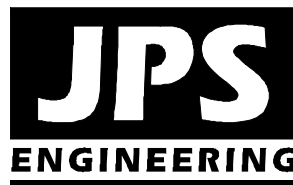
**DRAINAGE REPORT
FOR
1010 RESEARCH DRIVE
TAMARAC CONTRACTOR SERVICES**

Prepared for:

Tamarac Land Company
c/o Resource Enhancement Group
7871 Lefthand Canyon Drive
Jamestown, CO 80455

June 11, 2021
Revised December 3, 2021
Revised December 22, 2021

Prepared by:



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JPS Project No. 012102

**RESEARCH DRIVE COMMERCIAL PARK
DRAINAGE REPORT
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APPENDICES

Appendix A Soils Information

Appendix B Drainage Calculations

Appendix C Figures

- Floodplain Map
- Floodplain Study Exhibit (Sawgrass at Shining Mountain)
- Sheet EX1: Historic Drainage Plan
- Sheet D1: Developed Drainage Plan

**RESEARCH DRIVE COMMERCIAL PARK
DRAINAGE REPORT CERTIFICATION**

Engineer's Certification Statement:

This report and plan for the drainage design of the Research Drive Commercial Park was prepared by me (or under my direct supervision) in accordance with the provisions of the City of Woodland Park Drainage Design and Technical Criteria and was designed to comply with the provisions thereof. I understand that the City of Woodland Park does not and will not assume liability for drainage facilities designed by others.

John P. Schwab

Colorado P.E. No. 29891



I. INTRODUCTION

A. Background

Research Drive Commercial Park is a proposed 3-lot subdivision of a 4.2-acre parcel along the northeast side of Research Drive in Woodland Park, Colorado (see Vicinity Map on Sh. D1, Appendix C). The “1010 Research Drive Tamarac Contractor Services” site has been partially developed with an existing 2,160 square-foot building and gravel parking and storage areas. According to the Teller County Assessor’s property records, the existing building was constructed in 1993. We understand the property has been utilized as a contractor storage site since approximately 2004.

While there are no current plans for additional site development, the Owner is processing a Conditional Use Permit to bring the site into compliance with City of Woodland Park zoning requirements. At some future time, the Owner anticipates processing a subdivision plat to divide the property into three lots and one tract for the Loy Gulch drainage channel. Any future site development will include processing of a Site Development Plan through the City of Woodland Park.

B. Scope

This report will provide a summary of site drainage issues impacting the project. The report will analyze impacts from upstream drainage patterns, site-specific developed drainage patterns, and impacts on downstream facilities. This report is based on the guidelines and criteria presented in the City of Woodland Park 2014 Drainage Criteria Manual and City of Woodland Park 2011 Engineering Specifications, as amended.

C. General Description

The 4.2-acre “1010 Research Drive Tamarac Contractor Services” property is currently an unplatted parcel (Teller County Assessor’s Account No. R0038507) described as a part of Section 12, Township 12 South, Range 69 West of the 6th Principal Meridian, Teller County, Colorado. The property lies southwest of Tamarac Tech Park 2 and northwest of Tamarac Tech Park 1. The property is Zoned Service Commercial (SC).

Access to the site will be provided by existing and proposed driveway connections to Research Drive along the southwest boundary of the site.

This “infill” site is bordered by developed commercial and residential properties on all sides. Existing residential properties border the south and west sides of the site, the existing Woodland Park School District Bus Facility borders the southeast boundary of the site, and the existing Woodland Park Police Operations Center borders the property to the northeast.

Elevations within the parcel range from approximately 8,252 to 8,270 feet above mean sea level. Surface drainage flows northeasterly across the site, draining to the existing Loy Gulch drainage channel along the north boundary of the property.

D. Floodplain Impacts

The project site is impacted by the regulatory 100-year floodplain limits along the Loy Gulch drainage channel, which flows northwesterly along the northeast boundary of the property. Current floodplain limits have been delineated by the Federal Emergency Management Agency (FEMA). The floodplain limits in vicinity of the site are shown in Flood Insurance Rate Map (FIRM) Number 08119C0139D dated September 25, 2009, which has been revised by Letter of Map Revision (LOMR) No. 14-08-0157P dated March 26, 2015.

According to the Flood Insurance Study, the 100-year flow in the Loy Gulch channel at Section D (downstream limit of this site) is approximately 1,046 cfs.

E. References

City of Woodland Park Drainage Criteria Manual (DCM), February, 2014.

City of Woodland Park Engineering Specifications, February 3, 2011.

Enginuity Engineering Solutions, "City of Woodland Park Stormwater Master Plan," November, 2015.

FEMA, Flood Insurance Rate Map (FIRM) Number 08119C0139D, September 25, 2009.

USDA Natural Resources Conservation Service, "Custom Soil Resource Report for Teller-Park Area, Colorado," June 7, 2021.

II. HYDROLOGY

A. Discharge Calculations

1. Hydrologic Analysis Procedure

Based on the relatively small size of the tributary drainage basins impacting the site (all basins less than 100 acres), Rational Method hydrology was utilized for the project drainage analysis. In accordance with City of Woodland Park drainage criteria, design storm recurrence intervals of 5-years (minor) and 100-years (major) were used in the drainage analysis of the site. Hydrologic calculations, detailed in Appendix A, were based on a 5-year, 1-hour point rainfall of 0.97 inches, and a 100-year, 1-hour point rainfall of 2.03 inches.

Times of concentration were calculated in accordance with City of Woodland Park drainage criteria. Runoff coefficients ("C" values) were selected from tables in the City of Woodland Park Drainage Criteria Manual. Composite runoff coefficients were calculated based on the existing and proposed site characteristics.

2. Existing Drainage Conditions

Grades across the site fall downward towards the northeast boundary of the parcel, with average grades of 1-4 percent. According to the Natural Resources Conservation Service (NRCS) Soil Survey for this site (see Appendix A), the on-site soils are described as “Plome-Pisby complex” soils. These soils are characterized as well-drained and classified as hydrologic soils group “B.” The northwest corner of the site has been developed with an existing metal building surrounded by a gravel parking area.

The property has been delineated as a single on-site historic drainage basin (Basin A), sheet flowing northeasterly towards the existing Loy Gulch drainage channel along the northeast boundary of the site. In the existing condition, on-site flows from Basin A are calculated as $Q_5 = 1.7$ cfs and $Q_{100} = 6.5$ cfs at Design Point #1.

This property is impacted by off-site drainage entering the site from the Loy Gulch Drainage Channel. The on-site flows are relatively insignificant in comparison to flows in the major drainage channel of Loy Gulch. According to the FEMA Flood Insurance Study (FIS), 100-year peak flows in the Loy Gulch channel have been calculated as approximately $Q_{100} = 1,046$ cfs.

Recognizing that the existing building within the site was constructed in 1993, the existing improvements within this site have been incorporated in the current effective FEMA floodplain analysis. The existing building and surrounding gravel areas in the northwest part of the site are shown on the “Sundance at Shining Mountain LOMR” Floodplain Exhibit prepared in November, 2007 by Springs Engineering in support of the FEMA LOMR approval process (see Appendix C).

3. Developed Drainage Conditions

While no new site development is proposed as a part of the current Conditional Use Permit application, future development of this commercial site as a business park would be expected to include site grading, building construction, additional pavement, and related site improvements. The general concept for management of on-site developed storm runoff is to provide positive drainage throughout the site and route developed flows through on-site stormwater detention and water quality facilities to mitigate the impact of developed drainage from the site.

As shown on Sheet D1 (Appendix C), the developed site will ultimately sheet flow northeasterly through drainage swales, gutters, and private storm sewer systems draining to on-site private stormwater detention facilities mitigating developed drainage impacts.

Developed flows from Basin A will drain to Design Point #1, with future peak flows calculated as $Q_5 = 4.2$ cfs and $Q_{100} = 11.0$ cfs. As noted above, the on-site developed flows remain minimal (approximately 1 percent) in comparison to the flows in the main channel of Loy Gulch.

The developed drainage basins, projected flows, and proposed drainage improvements are shown in Figure D1.

B. Comparison of Developed to Historic Discharges

Based on the hydrologic calculations in Appendix A, the future site development will ultimately result in an increase in developed flows, which will be mitigated through the on-site detention and water quality facilities. The comparison of undetained developed to historic discharges is summarized as follows:

Design Point	Historic Flow			Developed Flow			Comparison of Developed to Historic Flow
	Area (ac)	Q ₅ (cfs)	Q ₁₀₀ (cfs)	Area (ac)	Q ₅ (cfs)	Q ₁₀₀ (cfs)	
1	3.2	1.7	6.5	3.2	4.2	11.0	+2.5 cfs / +4.5 cfs (increase)

C. Detention Ponding

The proposed stormwater detention and water quality facilities will be designed based on procedures delineated in the City of Woodland Park Drainage Criteria Manual. Based on the “WP-Detention_v2.35e” software package (see Appendix B), assuming an ultimate impervious area of 70 percent for the overall site, a proposed Extended Detention Basins (EDB) with a design volume of 0.39 acre feet would provide the required 100-year full-spectrum detention volume including water quality capture volume (WQCV) for this site. On the enclosed Developed Drainage Plan, a conceptual detention basin has been depicted along the northeast side of Lot 2.

City of Woodland Park drainage policies specify that detention facilities be designed for retention of 75% of the 2-year runoff volume along with detention of the 5-year and 100-year storm events. According to the City’s 2014 Drainage Criteria Manual (Section 13-1.0), “...the Excess Urban Runoff Volume (EURV) approach that is the core of full spectrum detention may be used to satisfy the intent of City Ordinance No. 299 and may provide additional water quality and stream stability benefits relative to traditional multi-stage detention.” As such, the proposed detention facilities will be designed based on current full-spectrum detention design guidance.

The stormwater detention facilities will be privately owned and maintained by the property owners. The Owners will take full responsibility for stormwater detention system operation and maintenance, including periodic inspection and sediment removal, in accordance with industry standards.

III. HYDRAULICS

A. On-Site Drainage Facility Design

In conjunction with future site development, we recommend grading of the interior driveways and parking areas with minimum longitudinal slopes of 1.0 percent to provide positive drainage from building pads. Curb and gutter within the site should be designed to direct developed flows to storm inlet at selected low points, draining into the on-site stormwater detention facilities.

Private storm sewers within the property will be sized as 18-inch minimum diameter pipes, flowing to the proposed detention facilities.

B. Erosion Control

The Contractor will be required to implement best management practices (BMP's) for erosion control during construction. Erosion control measures will include installation of silt fence at the downstream site perimeter and vehicle tracking pads at construction access points. Vegetation will be re-established for stabilization of the disturbed areas as soon as possible.

C. Capacity of Existing Facilities

Drainage currently flows northeasterly across this site to the existing Loy Gulch drainage channel. The proposed on-site detention facilities will be designed to mitigate developed drainage impacts from the on-site drainage areas, so developed flows from the project site will not have any significant impact on downstream drainage capacity.

IV. GENERAL DRAINAGE RECOMMENDATIONS

The developed drainage plan for the site is to provide and maintain positive drainage away from structures and conform to the established drainage patterns for the overall site. Proposed development of the site will incorporate on-site stormwater detention facilities to mitigate the impact of developed drainage from the site.

JPS Engineering recommends that positive drainage be established and maintained away from all structures within the site in conformance with applicable building codes and geotechnical engineering recommendations. Individual lot grading and drainage is the sole responsibility of the individual builders and property owners. Final grading of each building site should establish proper protective slopes and positive drainage in accordance with industry standard grading guidelines and building codes.

In general, we recommend a minimum of 6 inches clearance from the top of concrete foundation walls to adjacent finished site grades. Positive drainage slopes should be maintained away from all structures, with a minimum recommended slope of 5 percent for the first 10 feet away from buildings in landscaped areas, a minimum recommended slope of 2 percent for the first 10 feet away from buildings in paved areas, and a minimum slope of 1 percent for paved areas beyond buildings.

V. SUMMARY

The proposed Research Drive Commercial Park will consist of 3 commercial lots along the northeast side of Research Drive in Woodland Park. The Property Owner is currently processing a Conditional Use Permit for "1010 Research Drive Tamarac Contractor Services" to bring the site into compliance with City of Woodland Park zoning requirements, and there are no current plans for additional site development.

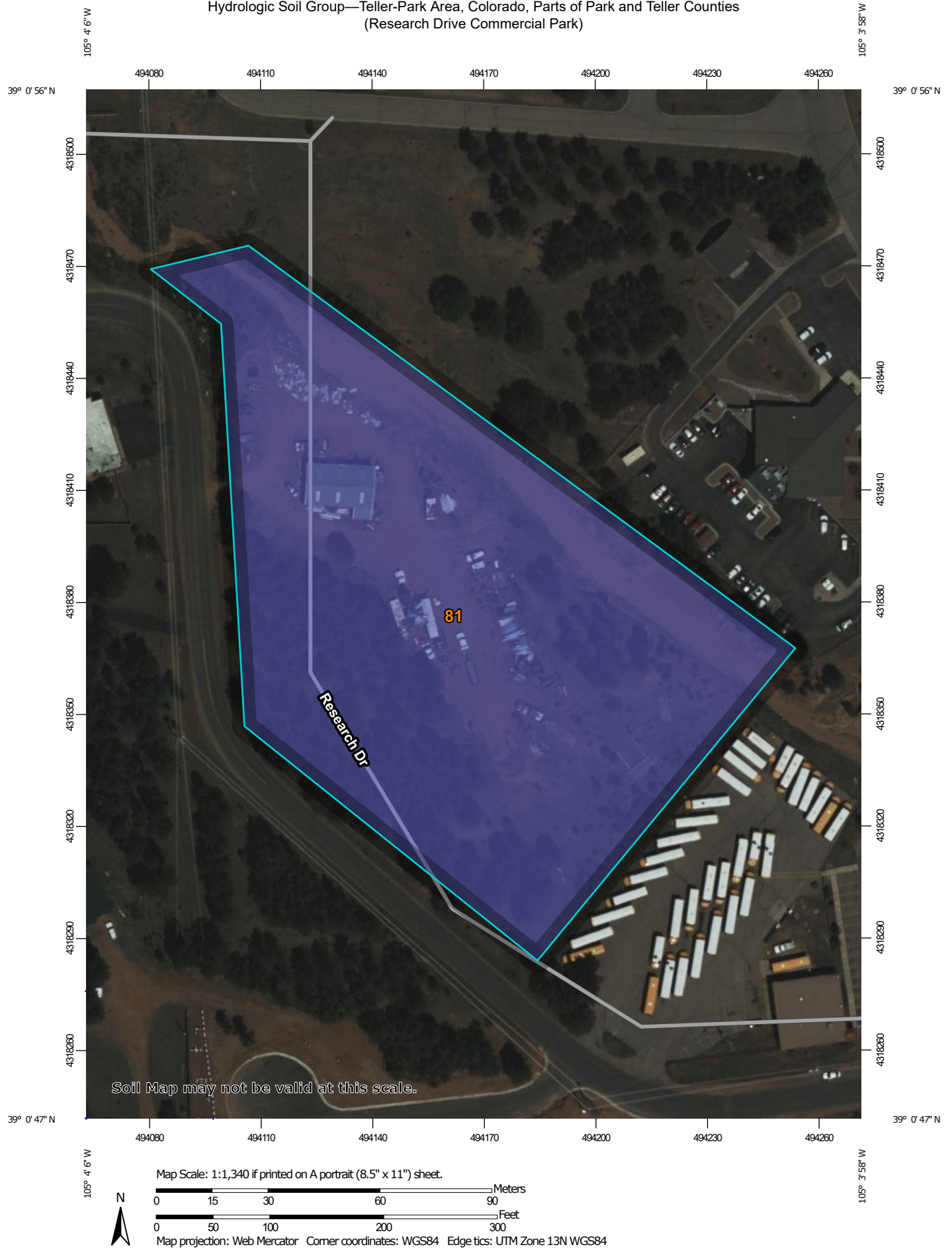
At some future time, the Owner anticipates processing a subdivision plat to divide the property into three lots and one tract for the Loy Gulch drainage channel. Any future site development will include processing of separate Site Development Plans.

Proposed development of the property includes construction of on-site stormwater detention and water quality facilities to mitigate developed drainage and water quality impacts prior to discharge into the existing Loy Gulch public drainage channel. All drainage facilities will be designed and constructed in accordance with City of Woodland Park Engineering Specifications.

The proposed drainage patterns will remain consistent with historic conditions, draining into the Loy Gulch channel. Construction of the proposed drainage and stormwater detention facilities, in conjunction with proper erosion control measures, will ensure that the proposed development has no significant adverse drainage impact on downstream properties and drainage facilities.

APPENDIX A
SOILS INFORMATION

Hydrologic Soil Group—Teller-Park Area, Colorado, Parts of Park and Teller Counties (Research Drive Commercial Park)

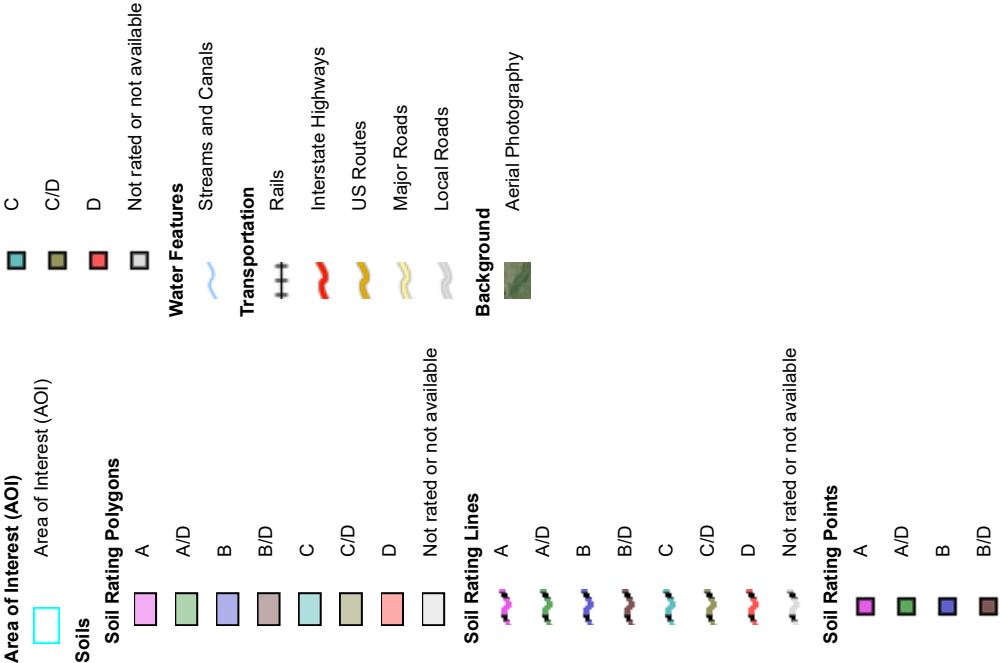


**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey
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6/7/2021
Page 1 of 4

MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Teller-Park Area, Colorado, Parts of Park and Teller Counties
Survey Area Data: Version 12, Jun 5, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 18, 2020—May 21, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
81	Plome-Pimsby complex, 5 to 40 percent slopes	B	3.9	100.0%
Totals for Area of Interest			3.9	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

APPENDIX B
DRAINAGE CALCULATIONS

Gravel parking areas, storage areas, and access drives shall be analyzed based on an imperviousness of 80%. This is due to the potential for gravel areas being paved over time by property owners and the resulting adverse impacts on the stormwater management facilities and adjacent properties.

There are some circumstances where the selection of impervious percentage values may require additional investigation due to unique land characteristics (e.g., recent burn areas). When these circumstances arise, it is the designer's responsibility to verify that the correct land use assumptions are made.

When multiple sub-basins are delineated, a composite C value can be calculated:

$$C_c = (C_1A_1 + C_2A_2 + C_3A_3 + \dots C_iA_i) / A_t \quad (\text{Eq. 6-3})$$

Where:

C_c = composite runoff coefficient for total area

C_i = runoff coefficient for subarea corresponding to surface type or land use

A_i = area of surface type corresponding to C_i (units must be the same as those used for total area)

A_t = total area of all subareas for which composite runoff coefficient applies

i = number of surface types in the drainage area.

Table 6-5. Runoff Coefficients for Rational Method (UDFCD 2001)

Land Use or Surface Characteristics	Percent Impervious	Runoff Coefficients											
		2-year		5-year		10-year		25-year		50-year		100-year	
		HSG A&B	HSG C&D	HSG A&B	HSG C&D	HSG A&B	HSG C&D	HSG A&B	HSG C&D	HSG A&B	HSG C&D	HSG A&B	HSG C&D
Business													
Commercial Areas	95	0.79	0.80	0.81	0.82	0.83	0.84	0.85	0.87	0.87	0.88	0.88	0.89
Neighborhood Areas	70	0.45	0.49	0.49	0.53	0.53	0.57	0.58	0.62	0.60	0.65	0.62	0.68
Residential													
1/8 Acre or less	65	0.41	0.45	0.45	0.49	0.49	0.54	0.54	0.59	0.57	0.62	0.59	0.65
1/4 Acre	40	0.23	0.28	0.30	0.35	0.36	0.42	0.42	0.50	0.46	0.54	0.50	0.58
1/3 Acre	30	0.18	0.22	0.25	0.30	0.32	0.38	0.39	0.47	0.43	0.52	0.47	0.57
1/2 Acre	25	0.15	0.20	0.22	0.28	0.30	0.36	0.37	0.46	0.41	0.51	0.46	0.56
1 Acre	20	0.12	0.17	0.20	0.26	0.27	0.34	0.35	0.44	0.40	0.50	0.44	0.55
Industrial													
Light Areas	80	0.57	0.60	0.59	0.63	0.63	0.66	0.66	0.70	0.68	0.72	0.70	0.74
Heavy Areas	90	0.71	0.73	0.73	0.75	0.75	0.77	0.78	0.80	0.80	0.82	0.81	0.83
Parks and Cemeteries													
Playgrounds	13	0.07	0.13	0.16	0.23	0.24	0.31	0.32	0.42	0.37	0.48	0.41	0.54
Railroad Yard Areas	40	0.23	0.28	0.30	0.35	0.36	0.42	0.42	0.50	0.46	0.54	0.50	0.58
Undeveloped Areas													
Historic Flow Analysis-- Greenbelts, Agriculture	2	0.03	0.05	0.09	0.16	0.17	0.26	0.26	0.38	0.31	0.45	0.36	0.51
Pasture/Meadow	0	0.02	0.04	0.08	0.15	0.15	0.25	0.25	0.37	0.30	0.44	0.35	0.50
Forest	0	0.02	0.04	0.08	0.15	0.15	0.25	0.25	0.37	0.30	0.44	0.35	0.50
Exposed Rock	100	0.89	0.89	0.90	0.90	0.92	0.92	0.94	0.94	0.95	0.95	0.96	0.96
Offsite Flow Analysis (when landuse is undefined)	45	0.26	0.31	0.32	0.37	0.38	0.44	0.44	0.51	0.48	0.55	0.51	0.59
Streets													
Paved	100	0.89	0.89	0.90	0.90	0.92	0.92	0.94	0.94	0.95	0.95	0.96	0.96
Gravel	80	0.57	0.60	0.59	0.63	0.63	0.66	0.66	0.70	0.68	0.72	0.70	0.74
Drive and Walks													
Roofs	90	0.71	0.73	0.73	0.75	0.75	0.77	0.78	0.80	0.80	0.82	0.81	0.83
Lawns	0	0.02	0.04	0.08	0.15	0.15	0.25	0.25	0.37	0.30	0.44	0.35	0.50

4.2 Time of Concentration

One of the basic assumptions underlying the Rational Method is that runoff is a function of the average rainfall rate during the time required for water to flow from the hydraulically most remote part of the drainage area under consideration to the design point. However, in practice, the time of concentration can be an empirical value that results in reasonable and acceptable peak flow calculations.

For urban areas, the time of concentration (t_c) consists of an initial time or overland flow time (t_i) plus the travel time (t_t) in the storm sewer, paved gutter, roadside drainage ditch, or drainage channel. For non-urban areas, the time of concentration consists of an overland flow time (t_i) plus the time of travel in a concentrated form, such as a swale or drainageway. The travel portion (t_t) of the time of concentration can be estimated from the hydraulic properties of the storm sewer, gutter, swale, ditch, or drainageway. Initial time, on the other hand, will vary with surface slope, depression storage, surface cover, antecedent rainfall, and infiltration capacity of the soil, as well as distance of surface flow. The time of concentration is represented by Equation 6-4 for both urban and non-urban areas.

$$t_c = t_i + t_t \quad (\text{Eq. 6-4})$$

Where:

t_c = time of concentration (min)

t_i = overland (initial) flow time (min)

t_t = travel time in the ditch, channel, gutter, storm sewer, etc. (min).

4.2.1 Overland (Initial) Flow Time

The overland flow time, t_i , may be calculated using Equation 6-5.

$$t_i = \frac{0.395(1.1 - C_s)\sqrt{L}}{S^{0.33}} \quad (\text{Eq. 6-5})$$

Where:

t_i = overland (initial) flow time (min)

C_s = runoff coefficient for 5-year frequency (see Table 6-4)

L = length of overland flow (300 ft maximum for non-urban land uses, 100 ft maximum for urban land uses)

S = average basin slope (ft/ft).

Note that in some urban watersheds, the overland flow time may be very small because flows quickly concentrate and channelize.

4.2.2 Travel Time

For catchments with overland and channelized flow, the time of concentration needs to be considered in combination with the travel time, t_t , which is calculated using the hydraulic properties of the swale, ditch, or channel. For preliminary work, the overland travel time, t_t , can be estimated with the help of Figure 6-3 or Equation 6-6 (Guo 1999).

$$V = C_v S_w^{0.5} \quad (\text{Eq. 6-6})$$

Where:

V = velocity (ft/s)

C_v = conveyance coefficient (from Table 6-6)

S_w = watercourse slope (ft/ft).

Table 6-6. Conveyance Coefficient, C_v

Type of Land Surface	C_v
Heavy meadow	2.5
Tillage/field	5
Riprap (not buried)*	6.5
Short pasture and lawns	7
Nearly bare ground	10
Grassed waterway	15
Paved areas and shallow paved swales	20

*For buried riprap, select C_v value based on type of vegetative cover.

The travel time is calculated by dividing the flow distance (in feet) by the velocity calculated using Equation 6-6 and converting units to minutes.

The time of concentration (t_c) is then the sum of the overland flow time (t_i) and the travel time (t_l) per Equation 6-4.

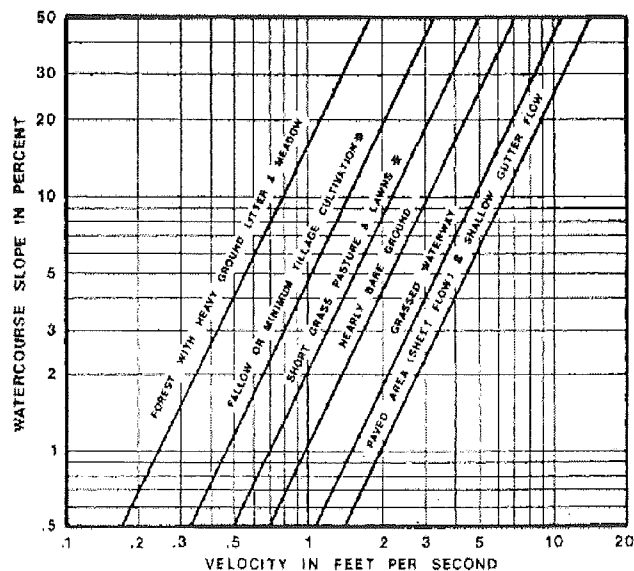


Figure 6-3. Estimate of Average Overland Flow Velocity for use with the Rational Formula

RESEARCH DRIVE COMMERCIAL PARK
COMPOSITE RUNOFF COEFFICIENTS

EXISTING CONDITIONS										
5-YEAR C VALUES										
	TOTAL AREA (AC)	SUB-AREA 1 DEVELOPMENT/ COVER	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	C	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	C	SUB-AREA 3 DEVELOPMENT/ COVER	WEIGHTED C VALUE
BASIN			(AC)							
A	3.16	BUILDING	0.05	GRAVEL	0.73	1.00	GRAVEL	0.59	MEADOW/FOREST	0.252
100-YEAR C VALUES										
	TOTAL AREA (AC)	SUB-AREA 1 DEVELOPMENT/ COVER	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	C	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	C	SUB-AREA 3 DEVELOPMENT/ COVER	WEIGHTED C VALUE
BASIN			(AC)							
A	3.16	BUILDING	0.05	GRAVEL	0.81	1.00	GRAVEL	0.7	MEADOW/FOREST	0.468
IMPERVIOUS AREAS										
	TOTAL AREA (AC)	SUB-AREA 1 DEVELOPMENT/ COVER	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	PERCENT IMPERVIOUS	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	PERCENT IMPERVIOUS	SUB-AREA 3 DEVELOPMENT/ COVER	PERCENT IMPERVIOUS
BASIN			(AC)							
A	3.16	BUILDING	0.05	GRAVEL	90	1.00	GRAVEL	80	MEADOW/FOREST	0
										26.741
DEVELOPED CONDITIONS										
5-YEAR C VALUES										
	TOTAL AREA (AC)	SUB-AREA 1 DEVELOPMENT/ COVER	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	C	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	C	SUB-AREA 3 DEVELOPMENT/ COVER	WEIGHTED C VALUE
BASIN			(AC)							
A	3.16	SERVICE COMMERCIAL	3.16		0.49					0.490
100-YEAR C VALUES										
	TOTAL AREA (AC)	SUB-AREA 1 DEVELOPMENT/ COVER	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	C	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	C	SUB-AREA 3 DEVELOPMENT/ COVER	WEIGHTED C VALUE
BASIN			(AC)							
A	3.16	SERVICE COMMERCIAL	3.16		0.62					0.620
IMPERVIOUS AREAS										
	TOTAL AREA (AC)	SUB-AREA 1 DEVELOPMENT/ COVER	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	PERCENT IMPERVIOUS	AREA (AC)	SUB-AREA 2 DEVELOPMENT/ COVER	PERCENT IMPERVIOUS	SUB-AREA 3 DEVELOPMENT/ COVER	PERCENT IMPERVIOUS
BASIN			(AC)							
A	3.16	SERVICE COMMERCIAL	3.16		70.00					70.00

RESEARCH DRIVE COMMERCIAL PARK
RATIONAL METHOD

EXISTING FLOWS

BASIN	DESIGN POINT	AREA (AC)	C		Overland Flow		Channel flow					TOTAL		INTENSITY ⁽⁵⁾		PEAK FLOW	
			5-YEAR ⁽⁷⁾	100-YEAR ⁽⁷⁾	LENGTH (FT)	SLOPE (FT/FT)	T _{CO} ⁽¹⁾ (MIN)	CHANNEL LENGTH (FT)	CONVEYANCE COEFFICIENT C	SLOPE (FT/FT)	SCS ⁽²⁾ VELOCITY (FT/S)	T _t ⁽³⁾ (MIN)	T _c ⁽⁴⁾ (MIN)	5-YR (IN/HR)	100-YR (IN/HR)	Q5 ⁽⁶⁾ (CFS)	Q100 ⁽⁶⁾ (CFS)
A	1	3.16	0.252	0.468	150	0.02	15.1	500	10	0.028	1.67	5.0	20.1	2.10	4.40	1.67	6.51

DEVELOPED FLOWS

BASIN	DESIGN POINT	AREA (AC)	C		Overland Flow		Channel flow					TOTAL		INTENSITY ⁽⁵⁾		PEAK FLOW	
			5-YEAR ⁽⁷⁾	100-YEAR ⁽⁷⁾	LENGTH (FT)	SLOPE (FT/FT)	T _{CO} ⁽¹⁾ (MIN)	CHANNEL LENGTH (FT)	CONVEYANCE COEFFICIENT C	SLOPE (FT/FT)	SCS ⁽²⁾ VELOCITY (FT/S)	T _t ⁽³⁾ (MIN)	T _c ⁽⁴⁾ (MIN)	5-YR (IN/HR)	100-YR (IN/HR)	Q5 ⁽⁶⁾ (CFS)	Q100 ⁽⁶⁾ (CFS)
A	1	3.16	0.490	0.620	150	0.02	10.9	500	20	0.028	3.35	2.5	13.3	2.69	5.62	4.16	11.02

1) OVERLAND FLOW T_{CO} = (0.395*(1.1-RUNOFF COEFFICIENT)*(OVERLAND FLOW LENGTH^{0.5})/(SLOPE^{0.333}))

2) SCS VELOCITY = C * ((SLOPE(FT/FT)^{0.5})

C = 2.5 FOR HEAVY MEADOW

C = 5 FOR TILLAGE/FIELD

C = 7 FOR SHORT PASTURE AND LAWNS

C = 10 FOR NEARLY BARE GROUND

C = 15 FOR GRASSED WATERWAY

C = 20 FOR PAVED AREAS AND SHALLOW PAVED SWALES

3) MANNING'S CHANNEL TRAVEL TIME = L/V (WHEN CHANNEL VELOCITY IS KNOWN)

4) T_c = T_{CO} + T_t

*** IF TOTAL TIME OF CONCENTRATION IS LESS THAN 5 MINUTES, THEN 5 MINUTES IS USED

5) INTENSITY BASED ON I-D-F CURVE PER CITY OF WOODLAND PARK DRAINAGE CRITERIA MANUAL

$$I = (A * P) / (B + T_d)^C$$

5-YEAR VALUES: A = 34.36; P1 = 0.97 IN (1-HOUR DEPTH); B = 6.55; C = 0.842

100-YEAR VALUES: A = 34.36; P = 2.03 IN (1-HOUR DEPTH); B = 6.55; C = 0.842

6) Q = CIA

7) WEIGHTED AVERAGE C VALUES FOR COMBINED BASINS

DETENTION VOLUME BY THE FULL SPECTRUM METHOD

Project: Research Drive Commercial Park
Basin ID: A

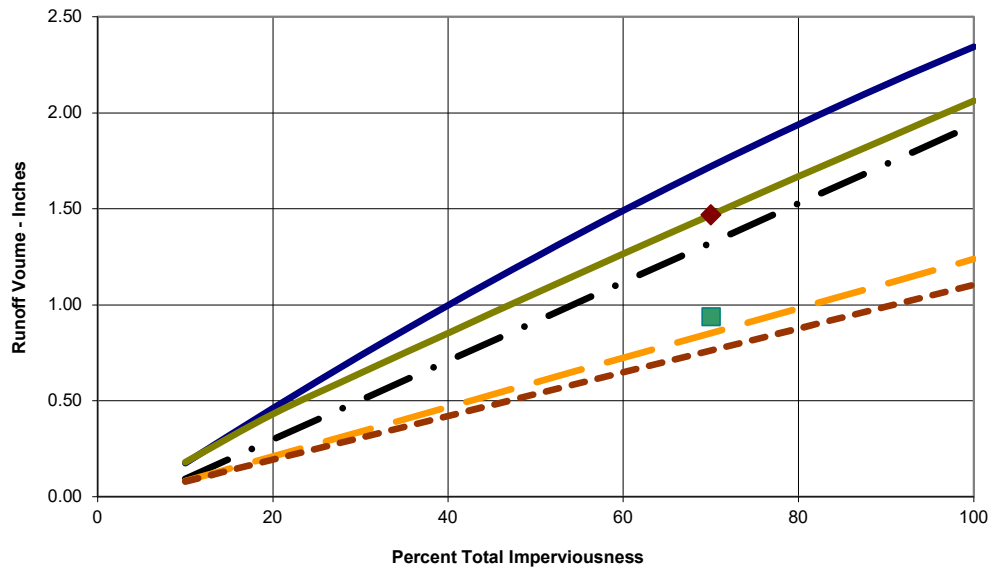
* User input data
shown in blue.

Area of Watershed (acres)	3.16	
Subwatershed Imperviousness	70.0%	
Level of Minimizing Directly Connected Impervious Area (MDCIA)	0	0
Effective Imperviousness ¹	70.0%	
Hydrologic Soil Type	Percentage of Area	Area (acres)
Type A		0.0
Type B	100.0%	3.2
Type C or D		0.0

Recommended Horton's Equation Parameters for CUHP		
Infiltration (inches per hour)		Decay Coefficient-- α
Initial-- f_i	Final-- f_o	
4.5	0.6	0.0018
Detention Volumes ^{2,5}		Maximum Allowable Release Rate, cfs ³
(watershed inches)	(acre-feet)	
0.94	0.25	Design Outlet to Empty EURV in 72 Hours
1.47	0.39	2.69

Excess Urban Runoff Volume⁴

100-year Detention Volume Including WQCV⁵



Notes:

- 1) Effective imperviousness is based on Figure ND-1 of the Urban Storm Drainage Criteria Manual (USDCM).
- 2) Results shown reflect runoff reduction from Level 1 or 2 MDCIA and are plotted at the watershed's total imperviousness value; the impact of MDCIA is reflected by the results being below the curves.
- 3) Maximum allowable release rates for 100-year event are based on Table SO-1. Outlet for the Excess Urban Runoff Volume (EURV) to be designed to empty out the EURV in 72 hours. Outlet design is similar to one for the WQCV outlet of an extended detention basin (i.e., perforated plate with a micro-pool) and extends to top of EURV water surface elevation.
- 4) EURV approximates the difference between developed and pre-developed runoff volume.
- 5) 100-yr detention volume includes EURV. No need to add more volume for WQCV or EURV

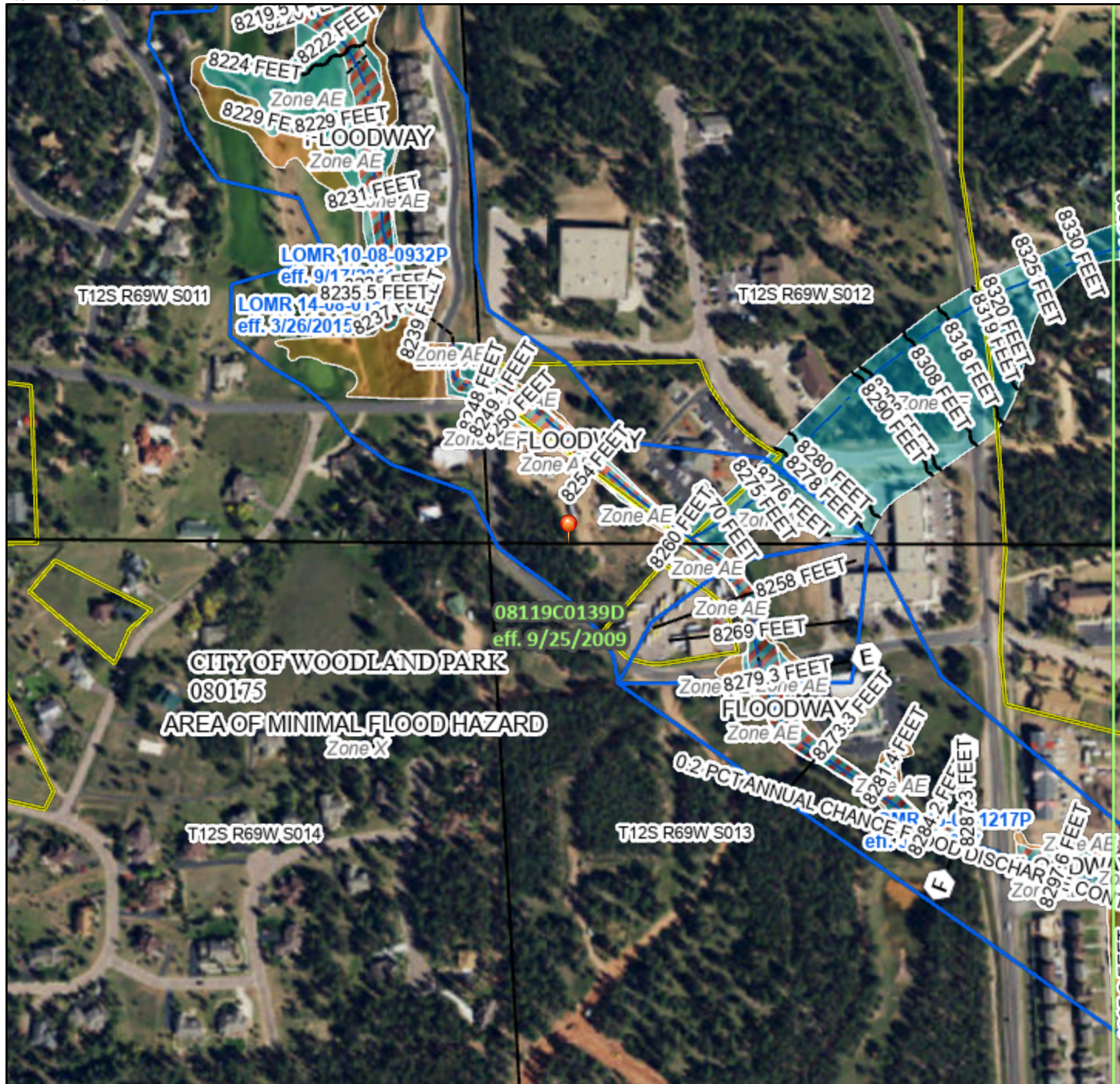
APPENDIX C

FIGURES

National Flood Hazard Layer FIRMette



105°4'22"W 39°1'5"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
MAP PANELS		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/13/2021 at 6:03 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet

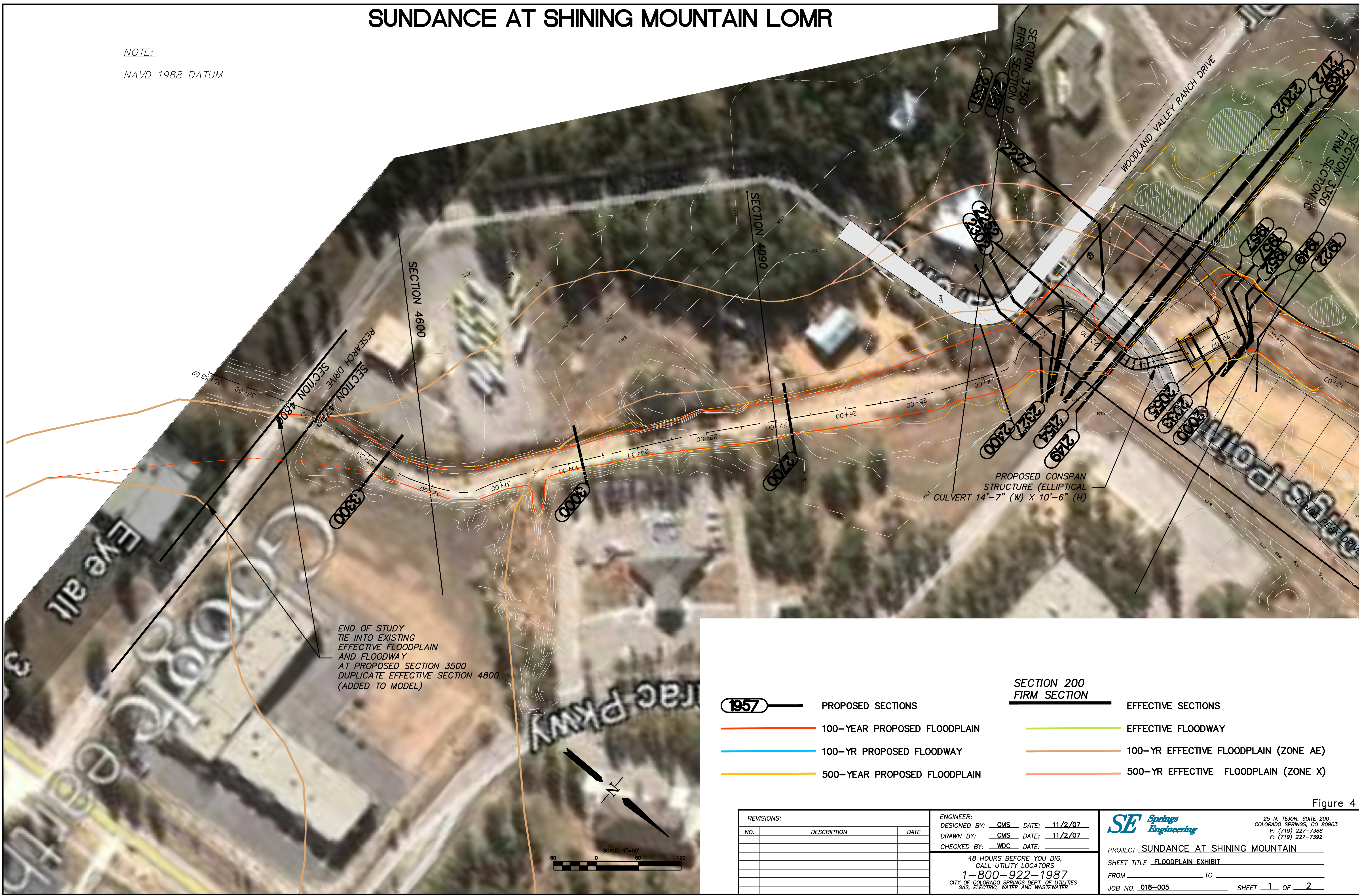
1:6,000

105°3'44"W 39°0'37"N

SUNDANCE AT SHINING MOUNTAIN LOMR

NOTE:

NAVD 1988 DATUM



- | | | | | |
|-------------|------------------------------|--------------------|---------------------------------------|--------------------|
| 1957 | PROPOSED SECTIONS | SECTION 200 | FIRM SECTION | EFFECTIVE SECTIONS |
| | 100-YEAR PROPOSED FLOODPLAIN | | EFFECTIVE FLOODWAY | |
| | 100-YR PROPOSED FLOODWAY | | 100-YR EFFECTIVE FLOODPLAIN (ZONE AE) | |
| | 500-YEAR PROPOSED FLOODPLAIN | | 500-YR EFFECTIVE FLOODPLAIN (ZONE X) | |

REVISIONS:		
NO.	DESCRIPTION	DATE

ENGINEER:
DESIGNED BY: CMS DATE: 11/2/07
DRAWN BY: CMS DATE: 11/2/07
CHECKED BY: WDC DATE:

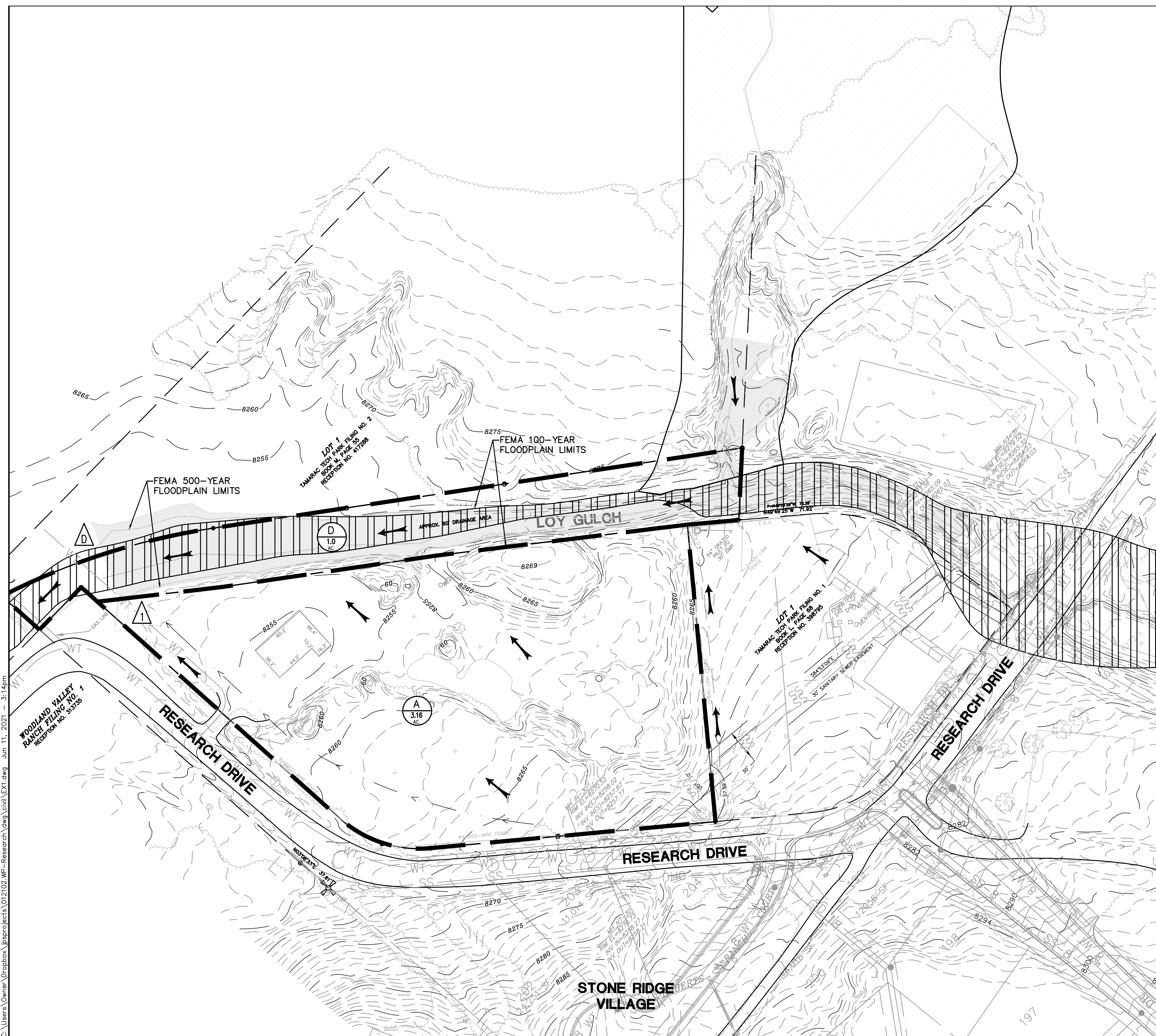
48 HOURS BEFORE YOU DIG,
CALL UTILITY LOCATORS
1-800-922-1987
CITY OF COLORADO SPRINGS DEPT. OF UTILITIES
GAS, ELECTRIC, WATER AND WASTEWATER

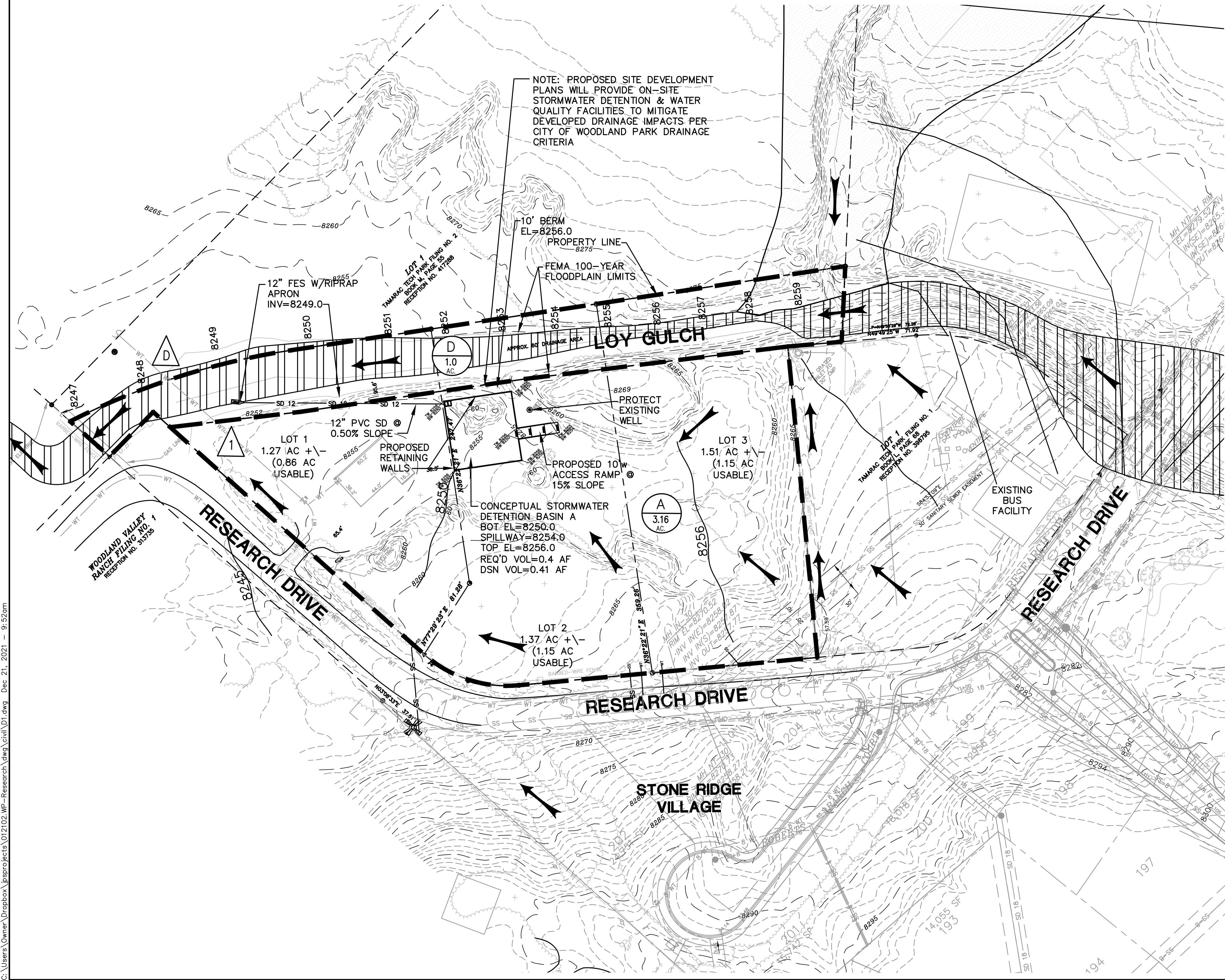
SE *Springs*
Engineering

25 N. TEJON, SUITE 200
COLORADO SPRINGS, CO 80903
P: (719) 227-7388
F: (719) 227-7392

PROJECT SUNDANCE AT SHINING MOUNTAIN
SHEET TITLE FLOODPLAIN EXHIBIT
FROM TO
JOB NO. 018-005 SHEET 1 OF 2

Figure 4



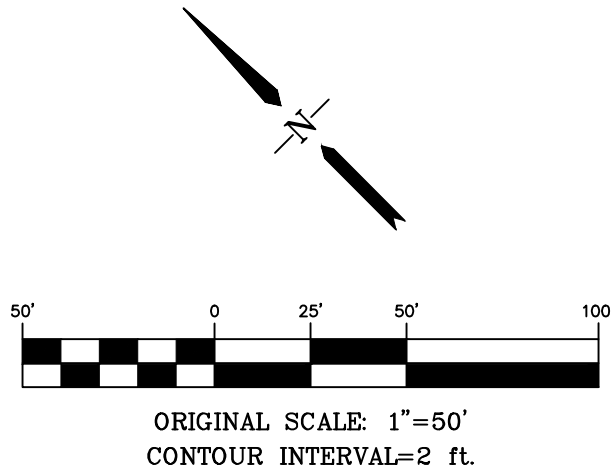


LEGEND

- PROPERTY LINES
- - - DRAINAGE BASIN BOUNDARY
- 6520- EXISTING CONTOUR
- EXISTING STORM DRAIN PIPE
- DRAINAGE CHANNEL (DRAINAGE PATH FOR TIME OF CONCENTRATION CALCULATIONS)
- PROPOSED FLOW DIRECTION ARROW
- 1 DESIGN POINT
- B BASIN DESIGNATION
- 1.00 BASIN AREA (ACRES)

SUMMARY HYDROLOGY TABLE

DESIGN POINT	PEAK RUNOFF 5yr (CFS)	PEAK RUNOFF 100yr (CFS)
1	4.2	11.0
D		1,046

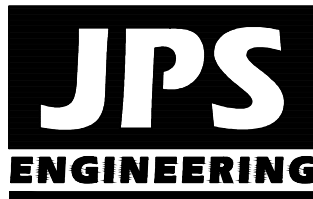


RESEARCH DRIVE COMMERCIAL PARK

DEVELOPED DRAINAGE PLAN

HORZ. SCALE: 1"=50'	DRAWN: BJJ
VERT. SCALE: N/A	DESIGNED: JPS
SURVEYED: RAMPART	CHECKED: JPS
CREATED: 1/13/21	LAST MODIFIED: 12/21/21
PROJECT NO: 012102	MODIFIED BY: BJJ

SHEET: D1



19 E. Willamette Ave.
Colorado Springs, CO 80903
PH: 719-477-9429
FAX: 719-471-0766
www.jpsengr.com



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987
CALL 3 DAYS BEFORE YOU EXCAVATE
BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES

No.	REVISION	BY	DATE

Equipment Yards with Roto Millings



Landscaping company service yard



Hotel Parking Lot



Equipment Yard

Heavy Equipment Yard



Types of Screening - Natural and Fencing

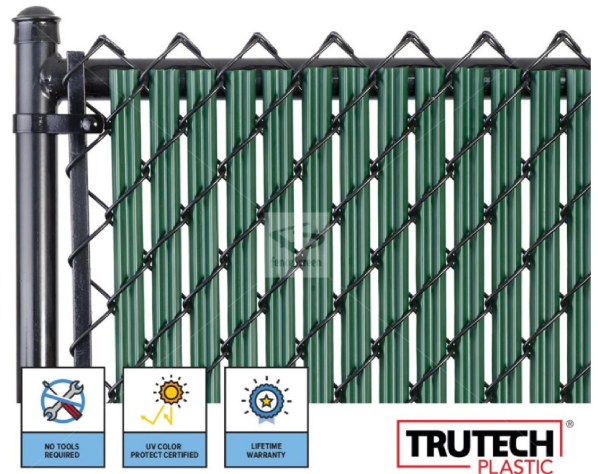
Lot 1 Existing buffer/screening from Residential neighbors



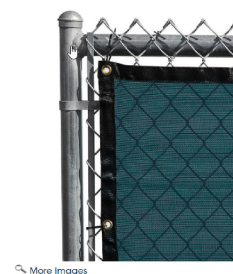
Lots 2 & 3 Proposed screening/fencing from Residential Neighbors



**3000 Series W Slot - Single Wall, Bottom Lock
85% - 6 ft Forest Green**



Privacy Screen - 68" x 50', Green



Use for job sites and tennis courts.

- Recommended for use as shade cloth, mesh tarp or wind screen.
- UV-resistant HDPE material. Lightweight and durable.
- Easily attaches to chain link fence. Cable ties included.
- Grommets 24" apart.

TOPOGRAPHIC MAP SITE PLAN

LEGEND:

- | | |
|---|--|
|  | SURVEY CONTROL POINT |
|  | FOUND REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965" |
|  | FOUND 1/2" REBAR (NO CAP) |
|  | FOUND BRASS WASHER STAMPED "LS 10377" |
|  | FOUND REBAR AND ALUMINUM CAP STAMPED "JR ENG LS 27275" |
|  | FOUND REBAR AND ALUMINUM CAP STAMPED "JR ENG LS 25369" |
|  | FOUND AS SHOWN (SECTION CORNER) |
|  | WELL |
|  | WATER VALVE |
|  | ASPHALT |
|  | GRAVEL |

**Tamarac Contractor Services
Zoning Compliance Plan**

Site Review: Developable Site Area: 3.11 acres, 135,456 sf
Flood Plain Area: 1.05 acres

Setbacks: Front Yard Setback: 50 feet
Side Yard Setback: 15 feet primary building,
4 feet accessory building
Rear Yard: 0 feet

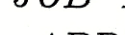
25% landscaping area: = 33,864sf
12.5% of that area to be along Research Drive = 16,932sf
15% Open space required, can include landscaped areas = 20,318

Current Natural Landscape Area & Open space areas

50' setback area of 390' = 19,500 sf
Existing treed screening areas; 210' x 20' = 4,200 sf
Additional 25' x 250 behind setback line = 6,250 sf
Side area by Bus Barn 25' x 250' = 6,250sf
Additional area behind front yard setback: 390' x 10.04' = 3,914 sf
Total Current Landscaped area = 33,864 sf - Complies

Open space area of 20,318 sf is within that current landscaped area
Proposed maximum site coverage 70% as identified in the drainage report
Current area of site use is between 67,900 sf to 70,500 based on mapping

This represents 72% to 74% of the allowable area per the preliminary drainage report. The new driveway is within this difference.


 SCALE: 1" = 30'
 JOB NO.: 21648
 APRIL 9, 2022

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 21648.DWG	PAGE 1 OF 1
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TOPOGRAPHIC MAP SITE PLAN

LEGEND:

- △ SURVEY CONTROL POINT
- FOUND REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965"
- ⊙ FOUND 1/2" REBAR (NO CAP)
- FOUND BRASS WASHER STAMPED "LS 10377"
- ⊕ FOUND REBAR AND ALUMINUM CAP STAMPED "JR ENG LS 27275"
- ⊕ FOUND REBAR AND ALUMINUM CAP STAMPED "JR ENG LS 25369"
- ⊕ FOUND AS SHOWN (SECTION CORNER)
- ⊕ WELL
- ⊕ WATER VALVE
- ▨ ASPHALT
- ▨ GRAVEL

Tamarac Contractor Services CUP Compliance Plan

Fence and tree screening indicated

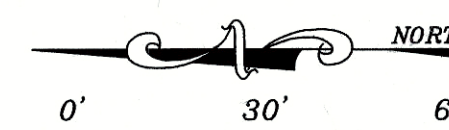


New Driveway location per application
Future PLD- Porous Land Detention Areas
Retention/Detention pond area w/PLD
In ground rubble stabilization area
Future site expansion per drainage report
No proposed new structures
No proposed area lighting
Operational Hours: M-F 7 am - 9 pm, limited on weekends, subject to emergency requirements

Approx. 40' x 106' based on preliminary drainage report.. Final report to define.

Maximum Site impervious area is 70% to 94,819.2 sf. Pond sized on this figure

Need to clarify location of fence



SCALE: 1" = 30'
JOB NO.: 21648
APRIL 9, 2022

**RAMPART
SURVEYS, LLC**

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 21648.DWG

PAGE 1 OF 1

WOODLAND PARK PLANNING COMMISSION MEETING MINUTES for March 10, 2022

Council Chambers, 220 W South Avenue, Woodland Park

This meeting was a hybrid meeting with in-person and virtual attendance. The Zoom meeting link is in the calendar on the City website front page. Public input is very important to the Planning Commission. Comments were encouraged in writing in advance of the meeting to be submitted by mail to the Planning Department at PO Box 9007, Woodland Park, CO, 80866 or email to kschminke@city-woodlandpark.org.

1. ORDER AND ROLL CALL:

Chair Ken Hartsfield called the meeting to order at 6:31 pm. A three minute recess was called for technical difficulties.

Present Commissioner Hartsfield
Present Commissioner Lee Brown
Present Commissioner Kenneth Kennedy
Present Commissioner Larry Larsen
Present Commissioner Shawn Nielsen (via Zoom)
Staff Present: Planning Director Karen Schminke and Planner 1 David Burgess

Commissioner Carrol Harvey was absent and excused, Commissioner Al Bunge was absent.

2. **APPROVAL OF MINUTES:** The January 27, 2022 minutes were approved as presented.

3. PUBLIC HEARINGS:

A. Tabled from January 27, 2022: CUP#2021-03 – Tamarac Contractor Services: consider 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. (QJ)

Planning Director Schminke used a PowerPoint presentation to supplement her Staff Report to the Commission. She described the Request, property history summary, surrounding zoning, site conditions in 2004 and 2022, current uses, and the Site Plans for each of the three proposed lots, while noting that a Subdivision is not part of the this application.

Director Schminke then reviewed the CUP Criteria. The site was developed prior to annexation in 1997, and was not zoned at that time. It has been used exclusively for contractor services since 1993. This use has not created any concerns or conflicts with CUP Criteria or neighbors. She noted a possible oversight in the City Comp Plans’ future uses, the 2010 plan shows the area as SC but the 2030 plan shows the future use as SR. Comp Plans only provide guidance and are not binding. Staff recommends to formalize the existing use with conditions, especially to mitigate existing run-off, and one cohesive site plan instead of three, as there is no subdivision yet. The Water Tap is allocated, but not purchased. No increase in traffic expected. The City will not take ownership of the Loy Gulch lot unless drainage improvements are made. Water and wastewater connections will be issued at building permit time, roto-millings on surface support air quality and need to mitigate existing run-off. Trash containers and roll-offs need to be identified on site plan. There are no significant safety hazards. The proposed second driveway will be 20-

ft wide. There are no proposed building changes, existing trees will be retained, add fence screening for outdoor storage, and remove debris to clean up site.

Since this case was tabled on January 27, 2022, the public notice requirements were met twice. Comments were received from the City Engineer and NETCFPD.

Staff finds substantial compliance with CUP standards and recommends approval of this CUP with 14 conditions.

1. Prior to Nov. 1, 2022-clean litter and debris/construct fencing
2. Final Drainage report approved by City Engineer by May 27, 2022
3. Prior to Nov. 1, 2022, onsite detention and water quality control facilities installed to mitigate existing runoff.
4. All applicable fees to be paid
5. Amended proposed site plan showing material storage area, equipment parking areas, screening/fence details, landscaping, snow storage, potential indoor storage, lighting description
6. Hours of operation: dawn to dusk, M-F
7. Lighting-downcast/shield/warm/max 25' high
8. No storage of explosive materials
9. No odor/smoke/vibration/glare/particulates
10. CUP is not a noise relief permit
11. Open space = 15% of lot
12. Preserve existing trees
13. Prior to Sale or Build – Final Plat, Site Plan, ZDPs, BPs for new construction
14. Loy Gulch may be a separate tract; improvements required before City will accept ownership unless the owner improves Loy Gulch to a level acceptable.

The owner and applicant, Skip Howes, of Scott Homes representing Tamarac Land Co., provided additional information about the site and reminded the Commission that this case is only for approval of a conditional use permit for an existing use. The request for the second driveway is what triggered the CUP process. If the driveway is not approved, then the site will continue to operate as before. Only two lots in the City are zoned for contractor services. Three site plans were submitted to give the City a concept of what might happen in the future. FEMA conducted a LOMR in 2015 and redesigned Loy Gulch's flow rates. All the runoff from the site was taken into account and no onsite detention was recommended. Future development or platting would trigger that requirement. If you don't like what we are doing, we'll just keep doing it. That being said, he agreed with most of the conditions except: He'd like Planning Commission to pick out a fence they like. Because the engineer's workload, the Final Drainage Report may not be ready by May 27. He is not proposing changes to the onsite detention, so is unclear when staff would like to see that. Since applicable fees for the driveway were already paid, the driveway should not be a condition of approval. He will pay tap fees when tap is pulled. The current site plans were concept only, and Mr. Howes does not believe that final concept plans are applicable to the current CUP application. Also, the hours of operation must have a provision for emergencies, as Lamb Construction, the other tenant on the property, is the backup for CWP utilities and needs to. Since there is currently no curb and gutter along Research Drive, and it's not in City's master plan, he is unsure if the sidewalk requirement is necessary. The applicant is essentially looking for a motion for CUP as submitted because he has definitions that aren't part of the city code, the driveway is approved, and then the

Commission can let City Council hash out stuff not agreed on. He went on to say that he is here to try to comply, then that he thought he was in compliance.

Commissioner Brown asked Mr. Howes what he would like the Commission to approve. Mr. Howes said he was really looking for some guidance on definitions of materials and equipment.

Chairman Hartsfield opened public comment. With no persons wishing to speak, he closed the public comment and turned deliberation back to the Commissioners.

The Commission clarified the purpose of the meeting: to review a CUP application, not a driveway permit; the possibility of tabling the case and directing staff to come to consensus understanding with applicant on definitions; to change the language from "revoked" to "suspend" or "not in compliance," the objective is to bring the use into compliance with zoning; staff had a different perspective about the preliminary drainage report and the need to address site runoff as the preliminary drainage report does address an onsite detention facility.

Mr. Howes agreed with conditions #1, 4, 7, 9, 10, 11, 12, and 14. Since the property is already being used for Contractor Services and outside storage, he suggested a condition to address fees when more development or a subdivision occurs. For Conditions #2, 3, Mr. Howes noted the contention is that the City wants a detention pond now, but the current drainage report is based on the present, not the future possibilities. The Planning Commission would like to see a unified site plan with setbacks and uses, which would satisfy Condition #5. Mr. Howes would like an emergency provision added to Condition #6, and questioned the sidewalk requirements implied by Condition #13. Commissioner Larsen noted that the City asked Mr. Howes to apply for a CUP so the use would then comply with what the applicant would like to do on their property.

MOTION: Commissioner Brown moved, and Commissioner Nielsen seconded, that the Planning Commission continue CUP 2021-03 to April 14, 2022 at 6:30 pm. They asked the applicant to work with staff to present revised conditions of approval, a single concept plan, and to document the existing conditions of the driveway, the proposed second driveway, and setbacks.

YES: Brown, Kennedy, Larsen, Nielsen, and Hartsfield. **NO:** None
Motion PASSES 5-0.

This item will be continued by the Planning Commission on April 14, 2022 at 6:30 PM, and City Council Public Hearing to review this item is being rescheduled for Thursday, May 5, 2022, 7:00 P.M.

4. REPORTS:

- A. Director Schminke updated the Planning Commission that The Haven at Paradise has been purchased by a new developer, they have submitted construction drawings, and a final plat may be submitted before the preliminary plat expires, so another extension is not needed.

- B. Short term rentals are still being worked on at the staff level. Director Schminke will present the research at some point in the future. Staff will get the Commissioners a meeting schedule, contact sheet, and a copy of the 2030 Comp Plan. Title 16, 17, 18 Code revisions are not complete yet, but will be distributed when completed.

5. **ADJOURN:** The meeting adjourned at 8:48 pm.

Approved this 14 day of APRIL, 2022 by 
Ken Hartsfield, Chair

WOODLAND PARK PLANNING COMMISSION

MEETING MINUTES for April 28, 2022

Council Chambers, 220 W South Avenue, Woodland Park

This meeting was a hybrid meeting with in-person and virtual attendance. The Zoom meeting link is in the calendar on the City website front page. Public input is very important to the Planning Commission. Comments were encouraged in writing in advance of the meeting to be submitted by mail to the Planning Department at PO Box 9007, Woodland Park, CO, 80866 or email to kschminke@city-woodlandpark.org.

1. CALL TO ORDER & ROLL:

Chair Ken Hartsfield called the meeting to order at 6:30 pm.

Present	Commissioner Hartsfield
Present	Commissioner Lee Brown
Present	Commissioner Carrol Harvey
Present	Commissioner Kenneth Kennedy
Present	Commissioner Larry Larsen
Present	Commissioner Shawn Nielsen

Staff Present: Planning Director Karen Schminke and Planner 1 David Burgess

Commissioner Al Bunge was absent.

2. PLEDGE OF ALLEGIANCE

3. APPROVE MINUTES: The April 14, 2022 were approved with corrections.

Note – There was approximately a 20 minute window at the start of this item with no business conducted due to technical difficulties with virtual connection.

4. PUBLIC HEARINGS

A. Continued from March 10, 2022 and April 14, 2022: CUP#2021-03 – Tamarac Contractor Services: consider 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. (QJ)

Chair Hartsfield reopened the hearing and Planning Director Schminke presented a PowerPoint presentation summarizing the supplemental staff report and the coordination with the applicant that had occurred since March 10, 2022. She recapped that the purpose of this item is to bring a non-conforming use into compliance and incorporate site improvements requested by the applicant (second driveway and surface improvements) as well as address the impacts of the development by requiring storm water improvements to address existing site conditions as well as changes and screening along the road. She also noted the recommendation that all site improvements (i.e. water quality detention, surface changes with the addition of millings, the second driveway, and the fence screening) be included under one multi-use Zoning Development Permit (ZDP) which allows the applicant to concurrently and efficiently address all desired and necessary improvements. The presentation concluded with the Staff recommendation that the Planning Commission recommend to City Council approval of this application with 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 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.

Commissioner Kennedy questioned the landscaping percentage requirement compared to the overall site. Staff clarified that the landscaping requirement can overlap with the open space requirement. Mr. Howes also added that open space had to be useable so the floodplain area could not be used to meet that requirement. Staff also provided

explanation for the recommended hours of operation for the business as well as explaining the timing review of construction documents and issuance of a zoning development permit (ZDP).

Chair Hartsfield next turned to the applicant, Skip Howes, for his presentation. Mr. Howes reviewed the revised site plans that he submitted including the location of natural features, uses, improvements on the site and other notations. He then addressed drainage improvements saying those will be based on a maximum impervious site coverage of 70% and they will consist of more linear shaped detention features. He also acknowledged the need for a grading permit since they will be disturbing over 7,500 SF of land area. He then asked for the Commission's direction for the appropriate placement of the 6-foot fence.

There was a discussion between the applicant and the Commission regarding the fence placement, the need for screening and site security. Staff provided clarification of the required standard from MC §18.42.030. The Commission also looked at MC §18.42.100 which allows the City Administrator or their designee to authorize an alternate fence location.

Next Mr. Howes then went through the list of conditions and provided clarification on each one. He was okay with conditions 1, 3, 5 through 13. With condition #2 he requested language that requires the City Engineer to provide comments within two weeks of when the final report is submitted; and asked to pull the driveway out of the multi-use ZDP in condition #4. The Commission responded that they were not comfortable, nor was it within their prevue, to specify a time limit for the city engineer to return comments.

Chair Hartfield opened the public comment section.

Shirley Douthit who lives directly across from the subject property stated she has seen the use grow with the addition of the excavating contractor and has seen an increase in truck traffic with continuous truck noise on some days. She noted the new driveway would be a benefit if that is the one used primarily by the trucks, but still has concerns about continued future growth of this business and potential conflicts with the homes that will be added to the neighborhood.

With no one else in the audience wishing to comment, Chair Hartsfield asked if anyone in the virtual audience had questions. Virtual attendee, Craig Miller, noted there were no questions from virtual audience since they were not able to hear the presentation.

Chair Hartsfield closed the public comment and led the Commission in discussion.

Director Schminke answered Commissioner Brown's questions related to conditions #1, #2, #5, and #6. The Commission discussed the desirability of and the process for reducing the front setback for 6' fence. Municipal Code §18.42.100 provides a process to appeal to the City Manager or their designee for a reduced setback for the fence.

Commissioner Larson provided clarification that the subject property was zoned Service Commercial (SC) in 2004 and contractor services is a conditional use in this zone which means it is allowed subject to conditions. He assured Mrs. Douthit that even though her house was built in 2007 he heard her concerns.

The Commission asked staff to clarify the phrase 'concept plan for the site' and some of the conditions. Staff explained that the primary objective here is to have a non-conforming use come into compliance so a lighter touch was being used related to the site plan requirements, which then results in some conditions of approval being primarily informational so that all parties are on the same page for what is required going forward.

Commissioner Brown moved, and Commissioner Kennedy seconded, that the Planning Commission **recommend City Council** approve the Conditional Use Permit (CUP), based on the findings contained in the staff reports and as presented at public hearings, for *18.09.090.G. Contractors & Construction Services* uses on 4.22 acres in 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" (1010 Research Drive) in the Service Commercial (SC) zone 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). Other fees may apply to future development.
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.

YES: Larsen, Nielsen, Hartsfield, Brown, Harvey, and Kennedy. NO: None
Motion PASSES 6-0.

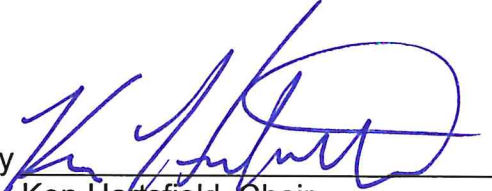
5. **REPORTS:** Director announced the new Senior Planner is now on staff; Chelsea Stromberg comes to the City with prior experience in both Pueblo and Colorado Springs.

Commission Al Bunge has resigned from the Commission; suggestions for new members are welcome.

Reminded the Commission of the upcoming joint work session on short-term rentals between City Council and Planning Commission on Thursday, May 5, 2022 at 5:45 pm; please note the start time. The objective is to provide a baseline of information on this topic that informs further potential policy and possible regulation discussions.

Asked the Commission to remember to notify staff if not able to attend a meeting. The next meeting of the Commission is scheduled for May 12, 2022 at 6:30 PM.

6. **ADJOURN:** The meeting was adjourned at 8:05 pm.

Approved this 12 day of MAY, 2022 by 
Ken Hartsfield, Chair

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: June 2, 2022

SUBJECT: Consider a temporary use to operate from January 1 to December 31, 2022 for up to 365 days in the calendar year 2022 for Red Diamond Gastro Food Truck. **(withdrawn)**

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: June 2, 2022

SUBJECT: Approval of Resolution No. 892, Series 2022 a Resolution by the City of Woodland Park, City Council, Colorado formalizing the City's decision to opt out of the paid Family and Medical Leave Insurance ("FAMLI") Program. **(A)**
(Presenter Human Resource Generalist Amy Jacob)

BACKGROUND: On November 3, 2020 Colorado voters approved the Paid Family and Medical Leave Insurance Act which established paid family and medical in Colorado to be funded through payroll taxes paid for by the employer and employees split 50/50. The payroll taxes would begin being deducted January 1, 2023. Local governments may elect to opt out of the program. The Director of the Division has set forth rules for the process by which a local government can decline to participate; the process by which local government that previously declined can later decide to opt into the program; and notice a local government is required to provide notice to its employees regarding their decision to opt in or out of the program, the ability of employees to elect their own coverage and any other necessary requirements.

RECOMMENDATION: Opt out of the Family Medical leave Insurance Act and obtain a resolution signed by City Council.

ATTACHMENTS: 1. Resolution - Woodland Park - FAMLI Opt Out

CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 892, Series 2022

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO
FORMALIZING THE CITY'S DECISION TO OPT OUT OF THE PAID FAMILY AND MEDICAL
LEAVE INSURANCE ("FAMLI") PROGRAM**

WHEREAS, the City of Woodland Park, Colorado (the "City") has been duly organized and is validly existing as a home rule city under Article XX, Section 6 of the Colorado Constitution and the City Charter;

WHEREAS, in November 2020, Colorado voters approved Proposition 118, which instructed the Colorado Department of Labor and Employment to establish the Paid Family and Medical Leave Insurance ("FAMLI") program, which allows eligible Colorado employees to receive up to 12 weeks of paid family and medical leave benefits each year, beginning on January 1, 2024;

WHEREAS, to fund the FAMLI program, both employers and employees in Colorado will generally be required to pay a payroll premium, beginning on January 1, 2023;

WHEREAS, pursuant to C.R.S. § 8-13.3-522, a local government may decline participation in the FAMLI program;

WHEREAS, all notice requirements applicable to a local government's decision to opt out of the FAMLI program have been satisfied; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general welfare of its residents to opt out of the FAMLI program.

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

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

Section 2. The City of Woodland Park hereby declines participation in the Colorado Paid Family and Medical Leave program.

Section 3. Notice of this Resolution and the decision to decline participation shall be provided to the Division of Family and Medical Leave Insurance within the Colorado Department of Labor and Employment.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED BY THE CITY COUNCIL OF WOODLAND PARK, COLORADO ON THIS ____ DAY OF _____, 2022.

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: June 2, 2022

SUBJECT: To accept the 2022 Compensation Study as presented. **(A)**
(Finance Director Aaron Vassalotti)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Ben Schmitt, City Engineer

DATE: June 2, 2022

SUBJECT: (REVISED) Approval of Resolution No. 893 Authorizing The Sale of A Permanent Easement To The Colorado Department Of Transportation For Sidewalk Improvements In Accordance With The Americans With Disabilities Act In The Amount Of \$1,500. (A)
(Presenter City Engineer Ben Schmidt)

BACKGROUND: In the Spring of 2023, the Colorado Department of Transportation ("CDOT") will begin a project to reconstruct ADA Curb Ramps along portions of the existing curb, gutter and sidewalk ("improvements") US-24 in the City of Woodland Park, to bring pedestrian facilities into compliance with federal accessibility requirements. A portion of the improvements are on City-owned property at 112 S Center St, and CDOT needs to acquire a Permanent Easement ("easement") for the improvements. The improvements benefit both the property and the general public, and CDOT is offering a sum of \$1,500 for the easement.

RECOMMENDATION: Approve the sale of the permanent easement to CDOT

ATTACHMENTS: 1. 03 -Resolution - Woodland Park - CDOT Easement

(REVISED) CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 893
(Series of 2022)

**A RESOLUTION AUTHORIZING THE SALE OF A PERMANENT EASEMENT TO
THE COLORADO DEPARTMENT OF TRANSPORTATION FOR SIDEWALK
IMPROVEMENTS IN ACCORDANCE WITH THE AMERICANS WITH
DISABILITIES ACT**

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under Article XX, Section 6 of the Colorado Constitution and the City Charter;

WHEREAS, the Colorado Department of Transportation (“CDOT”) is constructing curb, gutter, and sidewalk improvements to satisfy the requirements of the Americans with Disabilities Act;

WHEREAS, a portion of the CDOT improvements are located on property owned by the City, as described specifically in the attached Exhibit A, and CDOT has offered to pay the City a sum of \$1,500.00 for a permanent easement to construct and maintain the improvements;

WHEREAS, the sidewalk, gutter, and curb improvements will benefit the City by making it more accessible to those residents and visitors with disabilities; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its citizens to authorize the sale of a permanent easement to CDOT for the construction of curb, gutter, and sidewalk improvements to satisfy the requirements of the Americans with Disabilities Act.

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

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

Section 2. The Mayor is hereby authorized to sign the Agreement for Permanent Easement and Permanent Easement, attached hereto as Exhibit A, selling the therein described permanent easement to the Colorado Department of Transportation.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WOODLAND PARK, COLORADO ON THIS ____ DAY OF _____, 2022.

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq

Exhibit A

Agreement for Permanent Easement and Permanent Easement



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: June 2, 2022

SUBJECT: Discussion and approval of transferring \$1,000 from the City Council's Budget to the Police Department's Budget to help defray the cost of food and water during wildfire support. **(A)**
(Mayor LaBarre and Councilmember Connors)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: June 2, 2022

SUBJECT: Request to defer the transfer of Woodland Station property from the DDA to the City on 12/31/2023. **(A)**
(Councilmember Neal and Councilmember Zuluaga)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None

2021 Q4 Year-End Report (Unaudited)

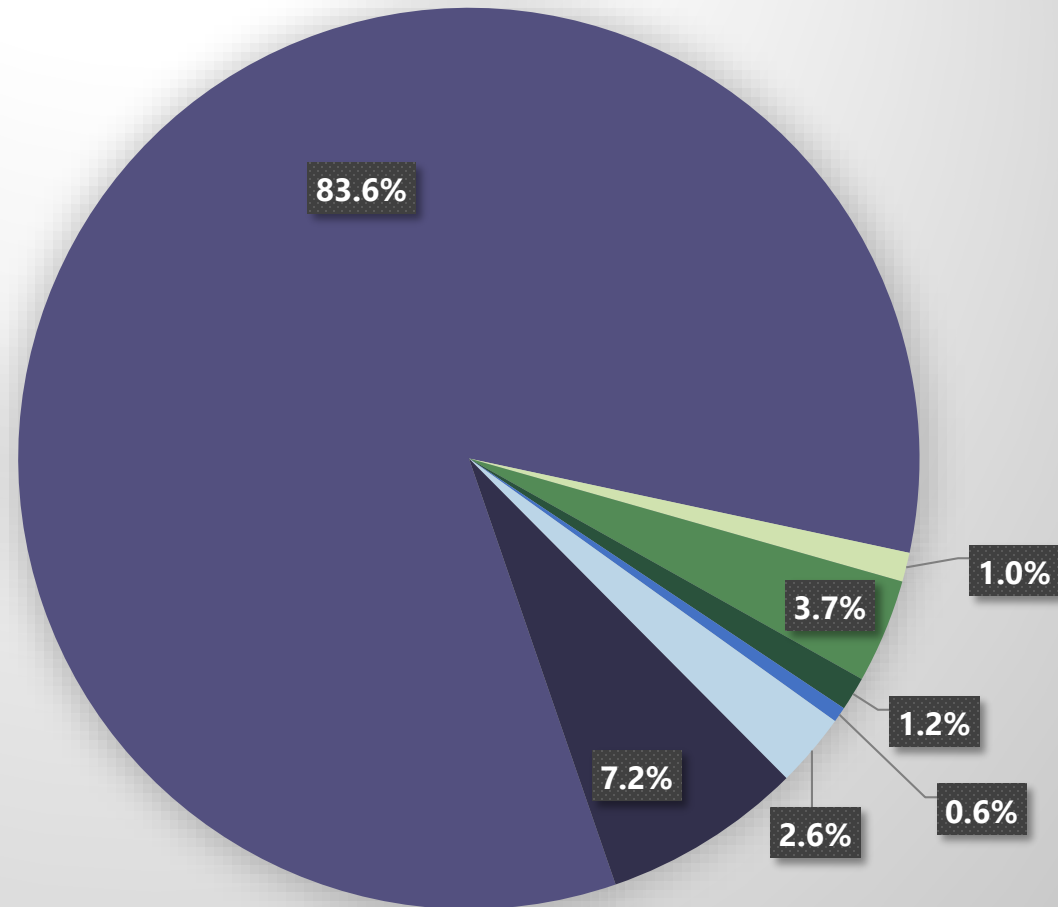
City of Woodland Park

General Fund Budget-Revenues

General Fund Revenues 2021 Annual Budget

- taxes
- licenses/permits
- intergovernmental
- charges for services
- fines and forfeitures
- other
- interfund operating transfers

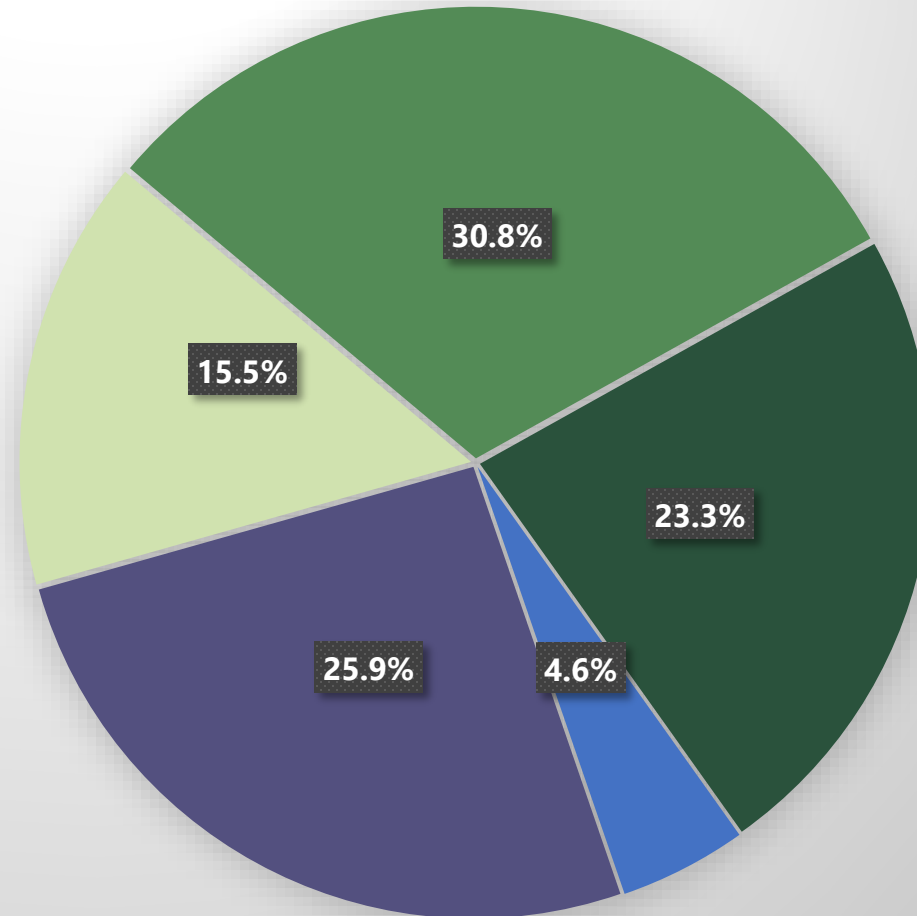
Note: Excludes interfund capital transfers



General Fund Budget-Expenditures

General Fund Expenditures 2021 Annual Budget

- public safety
- public works
- legislative, administration, support
- sales tax to school district
- transfers out



Note: Excludes capital projects

General Fund Summary

General Fund Summary	Budget	2021 YTD	% Received/ Expended
Beginning fund balance	\$ 3,731,370	\$ 3,889,717	
Revenue	11,677,328	13,108,538	112%
Expenditures	11,676,167	11,139,824	95%
Ending fund balance	<u>\$ 3,732,531</u>	<u>\$ 5,858,431</u>	
<u>Fund balance designations</u>			
Non-spendable	\$ 775,000	\$ 775,000	
Restricted for emergencies	354,015	354,015	
Unrestricted, unassigned	2,603,516	4,729,416	
Ending fund balance	<u>\$ 3,732,531</u>	<u>\$ 5,858,431</u>	

General Fund Expenditures

EXPENDITURES	2021 Budget	2021 YTD	% expended	2020 YTD	\$ change	% change
Elected Officials	\$ 22,500	\$ 8,055	36%	\$ 27,988	\$ (19,933)	-71%
Administration	972,984	781,382	80%	735,896	45,486	6%
Municipal Court	114,949	84,563	74%	96,786	(12,223)	-13%
Planning	502,186	474,883	95%	372,055	102,828	28%
Inter/Non-departmental	478,465	438,704	92%	560,074	(121,370)	-22%
Finance	422,333	451,361	107%	1,078,417	(627,056)	-58%
Parks, Buildings, Grounds	800,893	665,672	83%	588,584	77,088	13%
Information Technology	345,865	341,141	99%	418,115	(76,974)	-18%
Police	2,770,749	2,539,304	92%	2,566,892	(27,588)	-1%
Public Works Admin	311,172	238,828	77%	257,402	(18,574)	-7%
Fleet Maintenance	435,666	345,412	79%	334,661	10,751	3%
Street Operations	544,888	438,141	80%	455,019	(16,878)	-4%
Community Engagement	-	-		161,791	(161,791)	-100%
Debt Service	977,338	977,188	100%	977,188	(1)	0%
SUB-TOTAL OPERATING	\$ 8,699,988	\$ 7,784,634	89%	\$ 8,630,868	\$ (846,234)	-10%
Transfers Out	488,630	524,220	107%	524,220	(0)	0%
School District sales tax	2,487,550	2,830,971	114%	2,456,247	374,724	15%
TOTAL	\$ 11,676,168	\$ 11,139,824	95%	\$ 11,611,335	\$ (471,511)	-4%

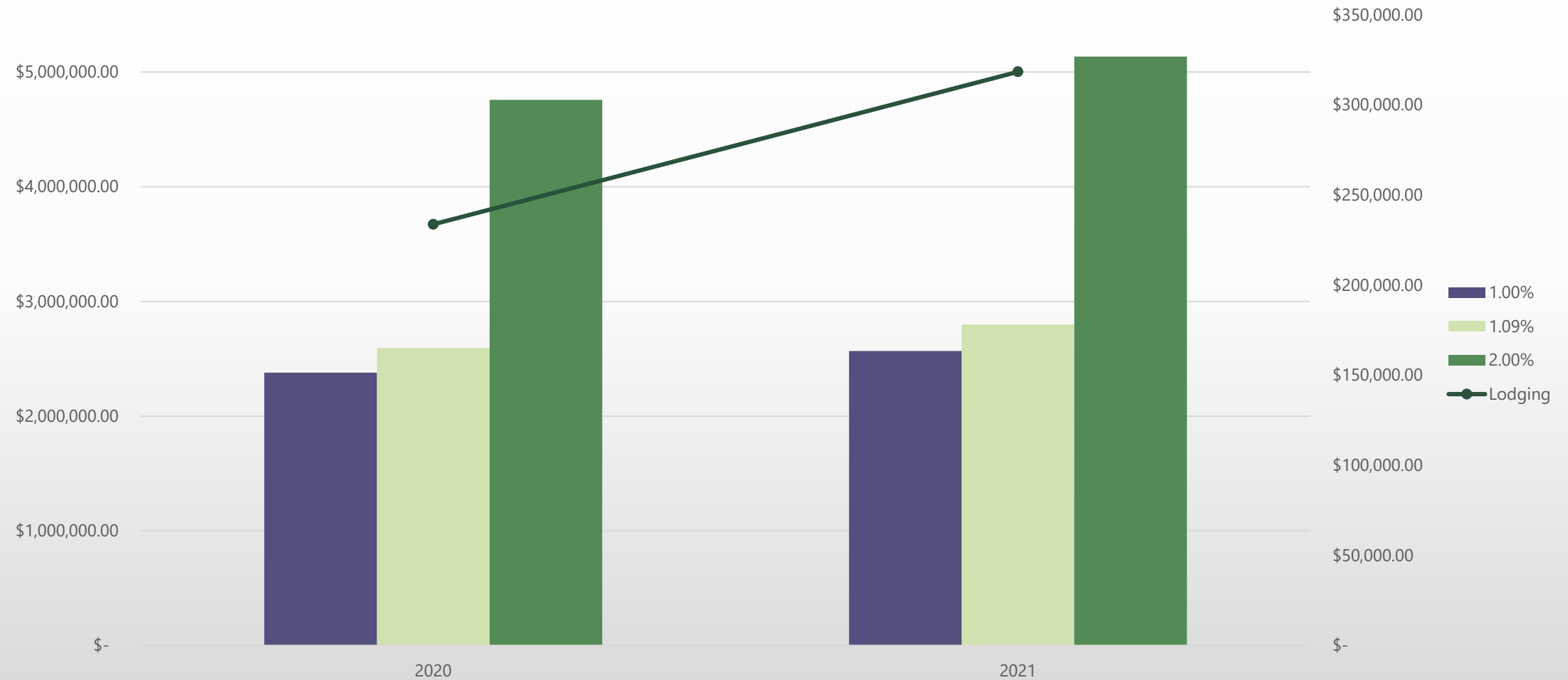
General Fund Revenues

REVENUE	2021 Budget	2021 YTD	% Received	2020 YTD	\$ Change	% Change
Taxes						
property tax	\$ 1,958,414	\$ 1,846,295	94%	\$ 1,950,000	\$ (103,705)	-5%
specific ownership tax	220,000	\$ 228,244	104%	\$ 210,000	18,244	9%
sales tax - 2%	4,529,286	\$ 5,174,449	114%	\$ 4,311,124	863,325	20%
sales tax - school district - 1.09%	2,487,550	\$ 2,830,971	114%	\$ 2,397,854	433,117	18%
sales tax late fees	3,693	\$ 10,728	290%	\$ 4,000	6,728	168%
vehicle use tax	200,000	329,625	165%	230,048	99,577	43%
construction use tax	70,000	224,899	321%	80,425	144,474	180%
franchise/occupation tax	297,708	298,175	100%	290,400	7,775	3%
Total Taxes	9,766,651	10,943,386	112%	9,473,851	1,469,535	16%
Licenses and Permits						
business licenses	113,000	109,512	97%	128,000	(18,488)	-14%
other licenses/permits	9,000	12,572	140%	8,300	4,272	51%
Total Licenses and Permits	122,000	122,083	100%	136,300	(14,217)	-10%
Intergovernmental						
highway user tax	130,388	264,946	203%	217,707	47,239	22%
E911 PSAP funding	200,000	200,000	100%	200,000	-	0%
road and bridge	19,000	28,226	149%	19,000	9,226	49%
DOLA grants	55,000	59,540	108%	55,000	4,540	8%
motor vehicle registration	35,000	35,794	102%	37,000	(1,206)	-3%
cigarette tax	17,000	19,397	114%	15,000	4,397	29%
severance tax	35,062	53,879	154%	141,652	(87,773)	-62%
drug prevention SRO	-	-	n/a	24,000	(24,000)	-100%
other intergovernmental	-	-		-	-	
Total Intergovernmental	491,450	661,781	135%	709,359	(47,578)	-7%

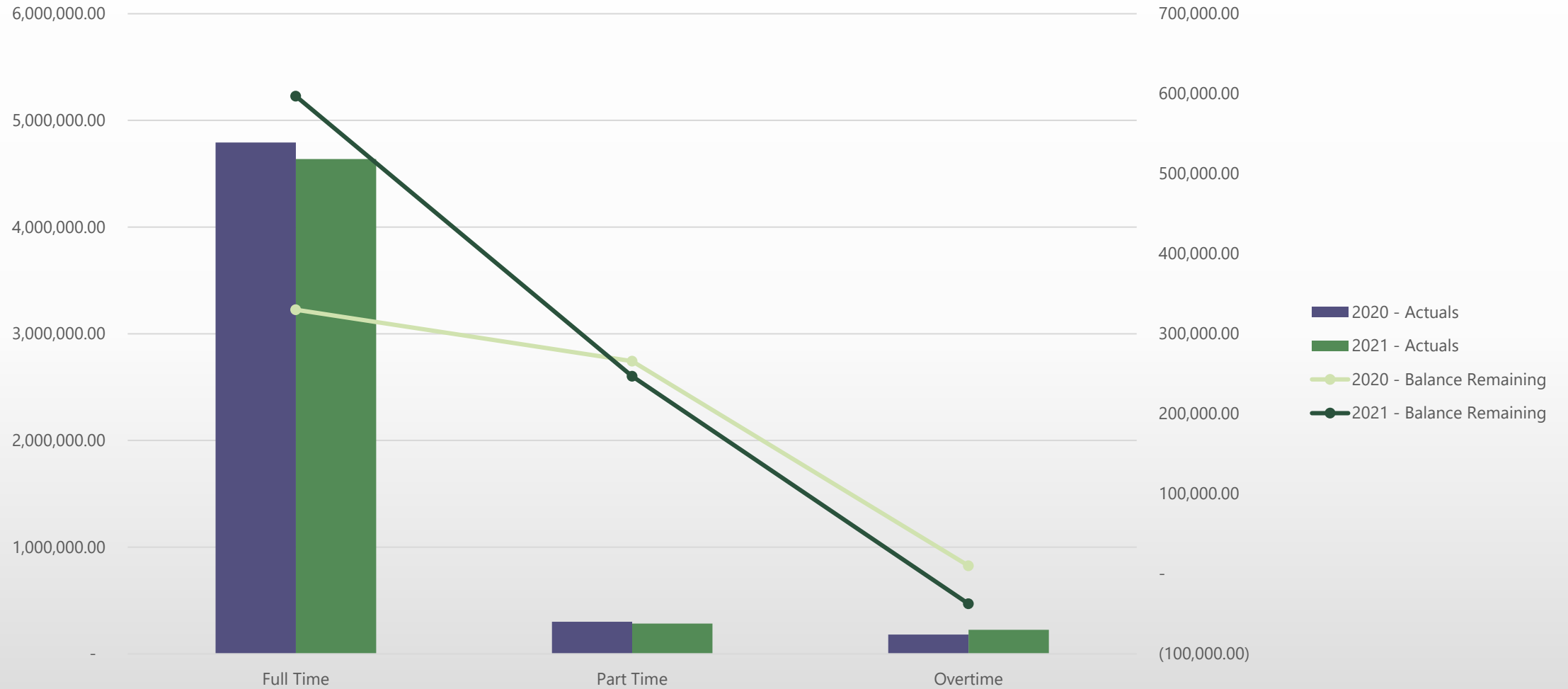
General Fund Revenues Cont.

REVENUE	2021 Budget	2021 YTD	% Received	2020 YTD	\$ Change	% Change
Charges for Services						
court fees	14,300	9,665	68%	13,500	(3,835)	-28%
police fees	60,328	92,703	154%	57,928	34,775	60%
planning fees	41,300	91,684	222%	45,000	46,684	104%
building permit fees	22,000	61,801	281%	20,000	41,801	209%
public works fees	2,500	4,193	168%	2,000	2,193	110%
build-a-generation/teen center	-	-	n/a	116	(116)	-100%
cemetery fees	1,000	7,900	790%	10,000	(2,100)	-21%
Total Charges for Services	141,428	267,945	189%	148,544	119,401	80%
Fines and Forfeitures	64,280	58,831	92%	69,200	(10,369)	-15%
Other						
investment earnings	20,000	9,489	47%	12,000	(2,511)	-21%
grants/contributions/donations	75,500	16,260	22%	406,500	(390,240)	-96%
miscellaneous	158,800	224,347	141%	223,500	847	0%
Total Other	318,580	250,096	79%	642,000	(391,904)	-61%
Transfers In	837,219	804,415	96%	800,866	3,549	0%
Total	\$ 11,677,328	\$ 13,108,538	112%	\$ 11,980,120	\$ 1,128,418	9%

Sales Tax Annual



Salaries



410 Fund-Streets

STREET CAPITAL IMPROVEMENT FUND	2021 Budget	2021 YTD	% received/ expended	2020 YTD	\$ change	% change
Revenue						
sales tax - 1%	\$ 2,264,633	\$ 2,597,221	115%	\$ 2,300,481	\$ 296,740	13%
transportation capital fees	12,500	47,216	378%	92,730	(45,514)	-49%
vendor fee & late fee - sales tax	1,636	3,540	216%	2,899	641	22%
grant	-	198,835	n/a	-	198,835	
interest	13,500	13,152	97%	15,904	(2,752)	-17%
Total Revenue	\$ 2,292,269	\$ 2,859,964	125%	\$ 2,412,014	\$ 447,950	19%
Expenditures						
street paving improvements	\$ 3,116,540	\$ 205,801	7%	\$ 495,652	\$ (289,851)	-58%
street repairs/maintenance	115,000	6,185	5%	9,476	(3,291)	-35%
street restriping	25,000	8,145	33%	5,766	2,379	41%
trail repairs/maintenance	-	-		65,239	(65,239)	-100%
parking lot repair/maintenance	-	39,728		39,280	448	1%
sidewalk improvements	300,000	403,193	134%	112,619	290,574	258%
machinery/equipment	182,000	-	0%	407,904	(407,904)	-100%
vehicles	-	-		200,663	(200,663)	-100%
street concrete repairs	40,000	44,171		1,019		
transfers out	147,950	147,950	100%	65,231	82,719	127%
Total Expenditures	\$ 3,926,490	\$ 855,174	21.8%	\$ 1,402,849	\$ (547,675)	-39%

410 Fund-Streets Fund Balance

Street Capital Improvements Fund Summary	Budget	2021 YTD	% received/ expended
Beginning fund balance	\$ 3,380,431	\$ 3,380,431	
Revenue	2,292,269	2,859,964	125%
Expenditures	3,926,490	855,174	22%
Ending fund balance	<u>\$ 1,746,210</u>	<u>\$ 5,385,221</u>	

420 Fund-Storm Water

STORMWATER MANAGEMENT FUND	2021 Budget	2021 YTD	% received/ expended	2020 YTD	\$ change	% change
Revenue						
drainage user charges	\$ 135,000	\$ 144,579	107%	\$ 140,424	\$ 4,155	3%
drainage capital impact fees	22,440	62,128	277%	39,880	22,248	56%
interest	500	1,292	258%	1,772	(480)	-27%
Total Revenue	157,940	207,999	132%	182,076	25,923	14%
Expenditures						
transfers out - to GF	\$ 147,950	\$ 147,950		\$ 82,618	65,332	79%
drainage improvements	50,000	6,533	13%	-	6,533	
Total Expenditures	197,950	154,483	78%	82,618	71,865	87%

420 Fund-Storm Water Fund Balance

Stormwater Management Fund Summary	Budget		2021 YTD	% received/ expended
Beginning fund balance	\$	362,667	\$ 362,667	
Revenue		157,940	207,999	132%
Expenditures		197,950	154,483	78%
Ending fund balance	\$	322,657	\$ 416,183	

510 Fund-Water Utility

WATER UTILITY FUND	2021 Budget	2021 YTD	% received/ expended	2020 YTD	\$ change	% change
Revenue						
water operations	\$ 1,771,900	\$ 2,078,856	117%	\$ 1,786,756	\$ 292,100	16%
investment income	\$ 40,000	\$ 19,735	49%	\$ 30,591	\$ (10,856)	-35%
charges for services - capital	452,940	926,718	205%	581,126	\$ 345,592	59%
charges for services - water rights	11,500	26,885	234%	12,600	\$ 14,285	113%
Total Revenue	\$ 2,276,340	\$ 3,025,309	133%	\$ 2,398,473	\$ 626,836	26%
Expenditures						
administration	\$ 140,558	\$ 144,135	103%	\$ 140,558	\$ 3,577	3%
operating expenses	\$ 114,212	\$ 85,610	75%	\$ 28,893	\$ 56,717	196%
water treatment operations	295,382	265,367	90%	267,032	\$ (1,665)	-1%
operating expenses - treatment	528,750	478,151	90%	475,243	\$ 2,908	1%
field services	230,782	122,236	53%	142,766	\$ (20,530)	-14%
field services operating	58,900	48,190		15,062	\$ 33,128	220%
utility billing/customer service	41,420	41,136	99%	52,857	\$ (11,721)	-22%
capital outlay	2,330,000	676,923	29%	260,596	\$ 416,327	160%
transfers out to GF	193,717	198,449	102%	192,329	\$ 6,120	3%
debt service	-	-		140,724	\$ (140,724)	-100%
water rights	18,000	127,500	708%	289,000	\$ (161,500)	-56%
capital transfers out	-	-		-	-	
Total Expenditures	3,951,721	2,187,696		2,005,060	182,636	

510 Fund-Water Utility Fund Balance

Water Utility Fund Summary	Budget		2021 YTD	% received/ expended
Beginning fund balance	\$	5,849,116	\$	5,849,116
Revenue		2,276,340		3,025,309
Expenditures		4,014,753		2,187,696
Ending fund balance	\$	4,110,703	\$	6,686,729

520 Fund-Wastewater

WASTEWATER UTILITY FUND	2021 Budget	2021 YTD	% received/ expended	2020 YTD	\$ change	% change
Revenue						
wastewater operations + interest	\$ 1,215,012	\$ 1,361,057	112%	\$ 1,281,085	\$ 79,972	6%
wastewater capital + interest	816,060	1,175,670	144%	1,040,261	135,409	13%
debt and related proceeds	-	-		-	-	
Total Revenue	2,031,072	2,536,727	125%	2,321,346	215,381	9%
Expenditures						
administration + operating	\$ 163,110	\$ 95,668	59%	\$ 95,363	\$ 305	0%
wastewater treatment operations	696,141	627,322	90%	599,767	27,555	5%
field services	171,787	87,725	51%	129,987	(42,262)	-33%
utility billing/customer service	41,284	38,007	92%	33,905	4,102	12%
capital outlay	20,000	470	2%	6,629	(6,159)	-93%
treatment plant improvements	91,900	36,890	40%	-	36,890	
machinery/equipment	20,000	18,987	95%	38,094	(19,107)	-50%
debt service	451,511	440,849	98%	882,739	(441,890)	-50%
transfers out to GF	164,870	164,870	100%	152,314	12,556	8%
transfer out	-	-		-	-	
Total Expenditures	\$ 1,820,603	\$ 1,510,789	83%	\$ 1,938,798	\$ (428,009)	-22%

520 Fund-Wastewater Fund Balance

Wastewater Utility Fund Summary	Budget	2021 YTD	% received/ expended
Beginning fund balance	\$ 4,699,603	\$ 4,699,603	.
Revenue	\$ 2,031,072	\$ 2,536,727	125%
Expenditures	1,820,603	1,510,789	83%
Ending fund balance	4,910,072	5,725,541	.

Culture and Recreation

CULTURE AND RECREATION FUND	2021 Budget	2021 YTD	% received/ expended	2020 YTD	\$ change	% change
Revenue						
Parks and Recreation	\$ 125,020	\$ 103,241	83%	\$ 62,947	\$ 40,294	64%
Woodland Aquatic Center	417,000	271,221	65%	110,645	160,576	145%
Cultural Center	139,500	123,430	88%	41,641	81,789	196%
Transfer In/Support	530,035	413,766	78%	559,862	(146,096)	-26%
Total Revenue	\$ 1,211,555	\$ 911,658	75%	\$ 775,095	\$ 136,563	18%
Expenditures						
Parks and Recreation	\$ 337,939	\$ 286,038	85%	\$ 258,354	\$ 27,684	11%
Woodland Aquatic Center	734,557	501,301	68%	405,683	95,618	24%
Cultural Center	138,468	124,320	90%	101,628	22,692	22%
Total Expenditures	\$ 1,210,964	\$ 911,659	75%	\$ 765,665	\$ 145,994	19%

Culture and Recreation Fund Balance

Culture and Recreation Fund Summary	Budget	2021 YTD	% received/ expended
Beginning fund balance	\$ 98,563	\$ 98,563	
Revenue	1,211,555	911,658	75%
Expenditures	1,210,964	911,659	75%
Ending fund balance	<u>\$ 99,154</u>	<u>\$ 98,563</u>	
<u>Fund balance designations</u>			
Non-spendable	\$ 85,003	\$ 85,003	
Unrestricted, unassigned	14,151	13,560	
Ending fund balance	<u>\$ 99,154</u>	<u>\$ 98,563</u>	