



City of Woodland Park

City Council

November 17, 2022 at 7:00 PM

AGENDA

6:00 PM - Executive Session Pursuant to C.R.S. Section 24-6-402(4)(f)(i) for discussion of a personnel matter, specifically the City Manager's evaluation and contract.

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A.** Review of openings on various Boards and Committees.
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

- A.** Approval of the November 3, 2022 Regular City Council Meeting Minutes.
(Presenter, Deputy City Manager/City Clerk)
- B.** Approval of the September 2022 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof.
(Presenter, Finance Director Aaron Vassalotti)
- C.** Approval of the October 2022 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof.
(Presenter, Finance Director Aaron Vassalotti)
- D.** Approval of 2023 Roadway Infrastructure Projects Design and Engineering Contract Between Wilson and Co and the City of Woodland Park for \$517,859
(Presenter City Engineer Ben Schmitt)
- E.** Approval of Cemetery Expansion Design between Wilson and Co and City of Woodland Park for \$110,000
(Presenter, City Engineer Ben Schmitt)
- F.** Approval of MMOF Trail and Sidewalk Design between Basis Partners and the City of Woodland Park for \$164,445
(Presenter, City Engineer Ben Schmitt)
- G.** Approval of a contract for the Audio Visual Improvements to the Ute Pass Cultural Center from Global Technology Group in the amount of \$138,517.32.
(Presenter, Parks and Recreation Director Cindy Keating)

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

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A.** Approve Ordinance No. 1433, Series 2022 on initial posting, an Ordinance Appropriating Sums of Money to the Various Funds, in the Amounts and for the Purpose set Fourth for the City of Woodland Park, Colorado for the 2023 Budget Year for the General Fund and set the Public Hearing for December 1, 2022. (A)
(Presenter, Finance Director Aaron Vassalotti)
- B.** Approve Ordinance No. 1434, Series 2022 on initial posting, an Ordinance Appropriating Sums of Money to the Various Funds, in the Amounts and for the Purpose set Fourth for the City of Woodland Park, Colorado for the 2023 Budget Year for All Funds Except the General Fund and set the Public Hearing for December 1, 2022. (A)
(Presenter, Finance Director Aaron Vassalotti)
- C.** Approve Ordinance No. 1432, Series 2022, on initial posting, an Ordinance of the City Council for the City of Woodland Park, Colorado further extending a Temporary Moratorium on the Submission, Acceptance, Processing and Approval of application for Short-Term Rental Licenses and set the Public Hearing for December 1, 2022. (A)
(Presenter, City Attorney Nina Williams)
- D.** Approve Ordinance No. 1435, Series 2022 on initial posting, to amend the 2022 Budget Expenditure Appropriation, (Budget Supplemental Ordinance), and set the Public Hearing for December 1, 2022. (A)
(Presenter, Finance Director Aaron Vassalotti)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** ORDINANCE 1431, Series 2022, an Ordinance Amending Titles 5 and 18 of the Woodland Park Municipal Code, Concerning Business Regulations and Zoning, to License and Regulate Short-term Rentals. (L)
(Presenter, Planning Director, Karen Schminke, AICP)

10. NEW BUSINESS

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

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

12. ADJOURNMENT

Key to agenda abbreviations:

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

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

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



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: November 17, 2022

SUBJECT: Review of openings on various Boards and Committees.
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



City of Woodland Park

November 3, 2022 at 7:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Following a work session concerning the 2023 budget, Mayor LaBarre called the Council Meeting to order at 7:04 PM. The following Council members were in attendance: Mayor LaBarre, Councilmember Connors, Councilmember Nakai, Councilmember Neal, Councilmember Ott and Councilmember Zuluaga. Mayor Pro-tem Case appeared via zoom.

The following Staff members were in attendance: City Manager Lawson, Deputy City Manager/City Clerk Leclercq, Human Resource Manager Jacob, Parks and Recreation Direction Keating, Planning Director Schminke, Deputy City Manager/Director of Operations Wiley, Assistant to the City Manager Johnson, Finance Director Vassalotti, Deputy City Clerk Minton and Chief of Police Deisler.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. City Code definitions and information with respect to Short Term Rentals.
(Presenters Councilmembers David Ott and Robert Zuluaga)

Mayor LaBarre shared with Councilmembers Ott and Zuluaga that if they did their presentation under this agenda item, it would be limited to five minutes. LaBarre shared that they could move this item to 8A where they would be able to have more time to present. Councilmembers Ott and Zuluaga reported they would like to move their presentation.

Motion: To move their presentation on City Code definitions and information with respect to Short Term Rentals to agenda item 8A. Ott/Neal. Motion carried 7-0.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

- A. Approval of the October 20, 2022 City Council Meeting Minutes. (A)
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

Councilmember Neal had a correction to the October 20, 2022 minutes. Neal shared that he wanted in Additions, Deletions or Corrections to the Agenda the following sentence added to City Clerk Leclercq's minutes. "Williams clarified that there would be two motions. First to move the item and, if that passes, a second motion to table that item". City Clerk Leclercq reported that she would make that correction.

Motion: To approve the October 20, 2022 City Council minutes as amended. Nakai/Case. Motion carried 7-0.

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

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A.** Approve Ordinance No. 1431, Series 2022, on initial posting, an Ordinance Amending Titles 5 and 18 of the Woodland Park Municipal Code, Concerning Business Regulations and Zoning, to License and Regulate Short-term Rentals, and set the public hearing for November 17, 2022. (L)
(Presenter, Planning Director, Karen Schminke, AICP)

Mayor LaBarre reviewed how the process for this agenda item would go. LaBarre shared that first Planning Director Schminke would introduce the initial posting. Following the introduction by Schminke, the Council would hold their discussions. Following the Council discussion, Mayor LaBarre shared she would open up public comment. LaBarre shared with the audience that she felt many of their questions would be answered during council discussions.

Planning Director Schminke reviewed the Staff Report with the Council giving the following background history:

Short-term rentals can best be explained as the renting of either a part of a residence or the whole residence for less than 30 consecutive days. The City's current zoning regulations do not explicitly address short-term rentals (or rentals of residential property for any length of time) in any zoning district.

Over a year ago, the Planning Commission identified short-term rentals (STR) as an issue that should be reviewed and possibly addressed with a Code change. Since then, this topic has gained considerable traction and a variety of meetings and community input/engagement activities have taken place. These were followed by several joint work sessions between the City Council and the Planning Commission where strategies to address the impacts of this use were reviewed and Planning Commission was directed to prepare an ordinance to regulate this use.

Ordinance 1431, Series 2022, as recommended by the Planning Commission, is the result of the community engagement activities, joint work sessions, and the Planning Commission's own work session and public hearing process. As proposed, it regulates STRs in most zone districts, but prohibits them in the multi-family zone districts.

After the Planning Commission completed its hearing process, the City Council held their own work session on the topic and directed staff to prepare an amended ordinance that would prohibit STRs in all residential zones. All activities on this topic have been chronicled on the City's community engagement website, What's Up Woodland Park. Schminke shared the website link.

Schminke shared the history of the STR ordinance and how we arrived where we are

currently at.

Schminke shared the following regarding the Planning Commission proposed Ordinance:

It is a direct result of the community engagement activities, joint work sessions, and a Planning Commission work session and public hearings. It also has incorporated the recommendations and some of the other ideas from the August 18th joint work session.

It is a direct result of the community engagement activities, joint work sessions, and a Planning Commission work session and public hearings. It also has incorporated the recommendations and some of the other ideas from the August 18th joint work session.

- protect residential integrity and community character within the City
- adopt licensing regulations and restrictions on the renting or leasing of real property for occupancy of less than 30 days
- ensure clarity, increased enforcement, fairness and consistency with the goals of the City, for its residents, businesses and customers
- the subject regulations concerning short-term rentals are necessary to the health, safety and welfare of the public and to prevent adverse impacts to adjacent properties, neighborhoods and quality long-term rental housing units within the City

The body of the ordinance contains the specific language that would be added into the City Code book. The proposed ordinance includes:

- definitions necessary to clarify what a short term rental is (Titles 5 & 18);
- standards for who can obtain a license for a short term rental businesses (5.22.020);
- establishment of caps on the number of STR units by zoning district (5.22.020 (g)) with the proposed percentages matching the current percentages of licensed STR units;
- provisions for a waiting list for licenses (5.22.020 (h));
- provisions for a designated local contact person (5.22.020 (i));
- no STR license required if renting a portion of your primary residence while you are occupying the residence during the rental period (5.22.020 (n));
- provisions for renewing or revoking a license as well as penalties (Title 5);
- STR licenses are non-transferable (5.22.030 (e));
- the use is clearly identified in the zoning regulations and includes definitions (Title 18);
- identifies the locations where an STR may be permitted (18.09.090 table of uses) and prohibits STRs in multi-family zones;
- standards for the use (18.78.050) including prohibited structures, occupancy limits, parking spaces required, and separation of STR units; and
- transitional provisions in Section 7.

Schminke shared with Council that they have the following options:

1. Move to approve for initial posting, ORDINANCE 1431, SERIES 2022, An Ordinance Amending Titles 5 and 18 of the Woodland Park Municipal Code, Concerning Business Regulations and Zoning, to License and Regulate Short-term Rentals, and set the public hearing for November 17, 2022.

2. Move to approve for initial posting, ORDINANCE 1431, SERIES 2022, An Ordinance Amending Titles 5 and 18 of the Woodland Park Municipal Code, Concerning Business Regulations and Zoning, to License and Regulate Short-term Rentals,

amendments 3. , and set the public hearing for November 17, 2022.

3. Move to table First Read

4. "Kill" the bill. ing to the next meeting on November 17, 2022. (Note, this option will reset the process and the City would need to start over. The Planning Commission would need to reconvene and hold another public hearing on any newly proposed STR regulations.)

Immediately following Schminke's presentation, Councilmember Neal made a motion to approve Ordinance No. 1431, Series 2022 with the following amendments. Mayor Pro-tem Case seconded it.

Neal reviewed the amendments that he would like to be included as part of his motion.

Strike subsection 5.22.020(l), as follows; reletter succeeding subsections accordingly:

~~(l) No short-term rental unit within the SR zoning district shall be located within five hundred (500) feet of another short-term rental unit. No short-term rental unit within the UR or PUD zoning district shall be located within two hundred fifty (250) feet of another short-term rental unit. The separation measurement shall be made in a straight line from the nearest property line of the proposed short-term rental unit to the nearest property line of another short-term rental unit.~~

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Strike subsection 18.78.050(b)(8), as follows:

- ~~1. No short-term rental unit within the SR zoning district shall be located within five hundred (500) feet of another short-term rental unit. No short-term rental unit within the UR or PUD zoning district shall be located within two hundred fifty (250) feet of another short-term rental unit. The separation measurement shall be made in a straight line from the nearest property line of the proposed short-term rental unit to the nearest property line of another short-term rental unit.~~

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Amend Section 7, as follows:

Section 7. ~~Current Business Licensees Operating Short-Term Rental Businesses. For the first two months after the effective date of this Ordinance, if the number of Short-Term Rental Business License applications submitted exceed the cap imposed by the Ordinance, the City shall process applications from current and valid business license holders operating a short-term rental business first, before processing other Short-Term Rental Business License applications. Provided a current and valid business license holder operating a short-term rental business applies for a Short-Term Rental Business license application within 2 months of the effective date of this Ordinance, the distance restrictions within Section 5.22.020(l) and 18.78.050(b)(8) shall not apply to such new Short-Term Rental Business License application and subsequent renewals for the same short-term rental unit.~~ **Provided a current and valid business license holder operating a short-term rental business in the MFS or MFU zoning district applies for a Short-Term Rental Business license application within 2 months of the effective date of this Ordinance, the prohibition of Short-Term Rental Businesses in the MFS or MFU zoning districts shall not apply to such new Short-Term Rental Business License applications and subsequent renewals for the same short-term rental unit and by the same license holder.**

Amend 5.22.020(k), as follows:

(k) The following units, structures or uses shall be prohibited from operating short-term rental businesses or from receiving Short-Term Rental Business Licenses: ~~accessory dwelling units (ADUs)~~, rental apartment units, apartment buildings, dormitories, bed and breakfast establishments, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), **cabins and other structures without installed water, power or sewer facilities**, tents, teepees, campers and other temporary structures.

Amend 18.78.050(b)(2), as follows:

Short-term rental units are not permitted in ~~accessory dwelling units (ADUs)~~, bed and breakfast establishments, dormitories, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), **cabins and other structures without installed water, power or sewer facilities**, tents, teepees, campers and other temporary structures at any time in any zoning district

Amend Subsection 5.22.030(c)(4) as follows:

(4) Within the last twelve (12) months there has been ~~no more than one~~ **two or more** violation(**s**) of the provisions of this Chapter, this Title, Title 18, this Code, or of any law, or regulation pertaining to the requirements of the application, or at the short-term rental unit property, or of any of the terms pertaining to the Short-Term Rental Business License over the past year.

Amend Subsection 5.22.030(c)(5) as follows:

(5) Within the last twelve (12) months, there have been ~~no more than one~~ **two or more** violation(**s**) of any of the Short-Term Rental Business License or application requirements or there have been ~~no more than one~~ **two or more** violation(**s**) of the Good Neighbor Guidelines listed on the Short-Term Rental Business License or application materials created by the City Manager and their designee(s) and updated from time to time.

Amend Subsection 18.78.050(a)(1) as follows:

1. All short-term rental units shall comply with Chapter 5.22 of the Woodland Park Municipal Code, which establishes conditions under which a property owner may apply for a Short-Term Rental Business License, **except for the exemptions set forth in section 5.22.020(n).**

Amend Section 18.09.090- Table of Uses, as follows:

Table of Permitted Uses

USE KEY: P = Permitted Use, C = Conditional Use, PC = Permitted Conditionally

Permitted U SR UR MFS MFU MHP AG P/SPL NC CC SC CBD HSC PUD
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4. Short-term rental units in accordance with Chapter 5.22 and Section 18.78.050

- PC PC PC PC PC

Amend Section 5.22.020(h), as follows:

(h) In the event the maximum number of licensed short-term rental units for a zoning district has been met, no new applications for short-term rental units will be accepted for that zoning district. A City of Woodland Park Short-Term Rental Business License Application Waiting List for short-term rental units in each of the applicable zoning districts shall be annually prepared and maintained by the City Clerk. In each such waiting list, applications for short-term rental units located at an owner's primary residence, **which do not fall under the exemptions set forth in subsection (n)**, shall be given priority over short-term rental units which are not the owner and applicant's primary residence. New Short-Term Rental Business Licenses, once available, will be processed and issued based on the ability of the applicant to comply with all applicable conditions and requirements in this Chapter 5.22 and within Title 18.

City Clerk Leclercq shared that she would like to see the portion ofannually prepared and maintained by the City clerk to be changed to the City Clerk or her designee. Neal and Case agreed.

Councilmember Nakai proposed and Neal and Case accepted without objection the following two additions to Neal's amendments.

1. To assure that owner-occupied, STR's continue to pay applicable taxes and,
2. To clarify that owner-occupied ADU's may be STR's, notwithstanding the general prohibition of STR's in ADU's on non-owner occupied property.

At this time, Councilmember Zuluaga shared the following amendments he and Councilmember Ott would like to see added to Ordinance No. 1431, Series 2022. City Attorney Wilson shared that these are amendments to a motion that is already on the floor that each one of these would have to be voted on as a sub-amendment to the amendments already made.

Councilmember Zuluaga shared the following in the form of sub motions:

1. Allow all existing licensed non-owner occupied STR businesses to continue to operate until they sell change ownership, signatory and license is not transferable; or if they choose not to renew, or have their license revoked. Include the 31 applicants waiting. (This will remove the need for a cap or waitlist, reducing staff time and the caps). Zuluaga/Ott. Motion carried 6-1 with Case voting no.
2. Any new non-owner occupied STR's allowed in commercial CBD, CC, NC, and AG zones, with no caps or distance restrictions. Non- owner occupied STR's are not allowed in

residential zones. Zuluaga/Ott. Motion carried 4-3 with Neal, LaBarre and Case voting no.

3. Allow owner occupied STR's in any residential, commercial, or AG districts with no caps or distance restrictions. Zuluaga/Ott. Motion carried 4-3 with Neal, LaBarre and Case voting no.

4. License verification on non owner occupied - clerk to verify with planning, that the requested license is in an allowed zone. Zuluaga/Ott. Motion withdrawn.

At this time Councilmember Neal as the original motion maker added this amendment to his original motion:

Motion to further amend the Planning Commission's version that has the L.4 language added with PC under SR,UR, NC, CC,SC, CBD and PUD to make SR, UR, PUD be fully permitted use. No conditions attached and not restrict owner occupancy. As the second to the original motion, Mayor Pro-tem Case agreed to this amended motion.

Councilmember Zuluaga shared that one amendment is now canceling out the other. Zuluaga shared that if the Council voted yes then all of these amendments would be totally canceled out.

Motion: To make SR, UR and PUD be fully permitted use. No conditions attached and not restrict owner occupancy. Neal/Case. Motion carried 4 - 3 with Connors, Ott and Zuluaga voting no.

City Attorney Wilson reported that there are now conflicting issues in the ordinance that would have to be addressed at the Public Hearing of Ordinance No. 1431.

Councilmembers Ott and Zuluaga shared a presentation on City Code definitions and information with respect to Short Term Rentals.

Following the presentation from Ott and Zuluaga Mayor LaBarre opened up the Public Comment. The following individuals spoke:

Matt Edwards - spoke regarding less regulations of STR's

Arnie Sparnins - shared that he liked the requirements for owner-occupancy. He did not support non-owner occupied

Sarah Ray - thanked the Council for consideration of legacy licenses

Steve Starr - shared that the Good Neighbor guidelines should be printed out and displayed in STR's

The time being 9:05 PM, Mayor LaBarre called for a comfort recess.

Mayor LaBarre called the meeting back to order at 9:16 PM.

Mary Sekowski - shared that the Council should not have outright bans and should preserve rights

Jeremy Lyons - thanked the Council for moving in the right direction and reminded the Council that they should limit gov't outreach

John Bradley - shared that he appreciated Councilmember Neal's comments

Frances Sinel - spoke regarding conflicts of interest on Council
 Shauna Smith - shared that they employ 34 people to manage STR's and that the Council should continue to allow STR's
 Nathan - spoke in favor of STR's
 Angie Cain - spoke in favor of STR's and their support of local businesses
 Harry Brocksieck - spoke in favor of control over STR's. He shared that STR's in neighborhoods are not positive
 Linda Martin - spoke against STR's
 Thi Luong - shared that the owners of STR's take good care of them. She shared that she had concerns regarding the three strikes rule
 Susie Bradley - asked where is the data that shares sTR's are a menace? Bradley would like to see Council vote against the ordinance
 Mackenzie Leach - works in STR's as a single mom.
 Jerry Penland - spoke in favor of restoring the integrity of zones. Allow only owner-occupied in residential areas. All in commercial zones.
 Stephanie Alfieri - opposed to STR ban and spoke regarding conflicts of interest on Council
 Mike Nakai - don't let the STR's divide the Council. Stay civil and continue to work together
 Tim Taylor - agree with others on the legacy provision and agrees with Jerry Penland's statements.

- B.** Approve Ordinance No. 1432, Series 2022, on initial posting, an Ordinance of the City Council for the City of Woodland Park, Colorado Further Extending a Temporary Moratorium on the Submission, Acceptance, Processing and Approval of Applications for Short-Term Rental Licenses and set the Public Hearing for November 17, 2022. (A)
 (Presenter, City Attorney Geoff Wilson)

City Attorney introduced Ordinance No. 1432, Series 2022 on initial posting.

The following motion was made.

Motion: to table Ordinance No. 1432, Series 2022 on initial posting until the November 17, 2022 City Council Meeting. Zuluaga/Neal. Motion carried 7-0.

9. PUBLIC HEARINGS

(Public comment may be heard)

None.

10. NEW BUSINESS

(Public comment may be heard)

None.

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

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

Mayor LaBarre also shared that she has no conflict of interest regarding the STR ordinance. LaBarre stated that no one in her family owns a STR and, as a realtor, she has no clients. She is a realtor for her family only.

B. Council Reports

Councilmember Connors shared upcoming Veterans Day events.

Councilmember Nakai - no report.

Councilmember Neal shared that he would like to release Wilson and Williams from attorney client privilege and shared that they advised him that if he removed his STR application he would not have a conflict of interest. Neal shared that this application has been removed.

Councilmember Neal shared an update of the DDA.

Councilmember Zuluaga shared information on the next KWPB meeting.

Mayor Pro-tem Case shared that the recovery race at the WAC continues to improve and gave kudos to Parks and Recreation Keating and Aquatics Manager Brady for all their hard work.

C. City Attorney's Report

D. City Manager's Report

City Manager Lawson shared a poster that was presented to the City and Council from the Veteran's Rally in appreciation of a successful Veterans Rally.

12. ADJOURNMENT

The time being 10:29 PM Mayor LaBarre adjourned the City Council Meeting.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2022

Hilary LaBarre, Mayor



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Aaron Vassalotti, Finance Director

DATE: November 17, 2022

SUBJECT: Approval of the September 2022 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof.
(Presenter, Finance Director Aaron Vassalotti)

BACKGROUND: Approval of the September 2022 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof.

RECOMMENDATION: Approval of the September 2022 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof.

ATTACHMENTS: 1. Statement of Expenditures-September 2022



City of Woodland Park Staff Report for City Council

Meeting Date: November 17, 2022

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
5B	Finance	Aaron Vassalotti Finance Director

ITEM:

September 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

<u>September 2022</u>	
Accounts Payable Checks	1,573,637.54
Payroll Checks	477,834.32
Vectra Visa credit card EFT	23,180.40
<u>Total</u>	<u>2,074,652.26</u>

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

STAFF RECOMMENDATION:

Approve September 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
115064	CHK	A	BASELINE ENGINEERING CORPORATI	5408	4	6,994.75	0.00	6,994.75	09/01/2022		43503
			PLANNING SERVICES 06 & 07 2022	25251		4,647.75	0.00	4,647.75			
			ELK GROVE HEIGHT VARIANCE	25252		1,222.50	0.00	1,222.50			
			BRECKEN CT ROW VACATION	25253		621.00	0.00	621.00			
			3A EXEMPTION PLAT	25254		503.50	0.00	503.50			
115065	CHK	A	BECKER ARENA PRODUCTS, INC.	1992	1	350.00	0.00	350.00	09/01/2022		43503
			SITE SURVEY	605889		350.00	0.00	350.00			
115066	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	1	15,434.00	0.00	15,434.00	09/01/2022		43503
			Bobcat Toolcats w/ Attachments	06102022A		15,434.00	0.00	15,434.00			
115067	CHK	A	BRAVO SCREEN PRINTING, INC.	3466	1	220.36	0.00	220.36	09/01/2022		43503
			SCREEN PRINTED SHIRTS SOFTBALL	80087		220.36	0.00	220.36			
115068	CHK	A	CAMFIL FARR BRANCH OPERATIONS	3668	1	266.28	0.00	266.28	09/01/2022		43503
			FILTERS - WWTP	30300219		266.28	0.00	266.28			
115069	CHK	A	CAPITAL ONE, N.A.	5298	2	773.86	0.00	773.86	09/01/2022		43503
			07/-08 CHARGES	8192022		773.86	0.00	654.62			
			07/-08 CHARGES	8192022		773.86	0.00	119.24			
115070	CHK	A	CINTAS CORPORATION NO 2	4977	2	223.34	0.00	223.34	09/01/2022		43503
			UNIFORMS - FLEET	4128836956		111.67	0.00	111.67			
			UNIFORMS - FLEET	4129521255		111.67	0.00	111.67			
115071	CHK	A	DENVER ELECTRIC MOTOR	5339	1	4,817.00	0.00	4,817.00	09/01/2022		43503
			MIXER - REPAIR - WWTP	70294		4,817.00	0.00	4,817.00			
115072	CHK	A	EXCEL SERVE PLUS, INC. SERCOM	1772	1	985.00	0.00	985.00	09/01/2022		43503
			MOBILE PRESSURE WASHER	08302022		985.00	0.00	985.00			
115073	CHK	A	FARIS MACHINERY CO.	1712	1	3,747.67	0.00	3,747.67	09/01/2022		43503
			REPAIR/PARTS	A15794		3,747.67	0.00	3,747.67			
115074	CHK	A	FRED'S TOWING, LLC	4254	1	2,525.00	0.00	2,525.00	09/01/2022		43503
			#88 WINCHING/TOWING	9197		2,525.00	0.00	2,525.00			
115075	CHK	A	GOVOS	5349	1	2,120.50	0.00	2,120.50	09/01/2022		43503
			09/2022 VRBO MONITORING	INV-KSW-005513		2,120.50	0.00	2,120.50			
115076	CHK	A	GRAINGER INC.	282	1	183.90	0.00	183.90	09/01/2022		43503
			SUPPLIES - WWTP	9412294309		183.90	0.00	183.90			
115077	CHK	A	HAYNES MECHANICAL SYSTEMS	3359	1	2,238.00	0.00	2,238.00	09/01/2022		43503
			Annual Maintenance Agreement	SRVCE000112938		2,238.00	0.00	2,238.00			
115078	CHK	A	HIGH COUNTRY PEST CONTROL	3822	1	112.00	0.00	112.00	09/01/2022		43503
			08/22 SERVICE	119592		112.00	0.00	112.00			
115079	CHK	A	JDS - HYDRO CONSULTANTS, INC.	2894	1	292.50	0.00	292.50	09/01/2022		43503
			GENERAL ENGINEERING	INV-0722-951		292.50	0.00	292.50			
115080	CHK	A	KAREASE BROEKER	5347	2	293.66	0.00	293.66	09/01/2022		43503
			SOFTBALL SCOREKEEPING	08242022		138.16	0.00	138.16			
			UMPIRE	08242022A		155.50	0.00	155.50			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
115081	CHK	A	KIEWIT INFRASTRUCTURE CO BALDWIN, RAMPART, KELLEY'S	4850 07292022	1	502,626.00 502,626.00	0.00 0.00	502,626.00 502,626.00	09/01/2022		43503
115082	CHK	A	MCCOY SALES CORPORATION FITTING #10 CREDIT MEMO	2402 8433991 8435680	2	4.50 80.13 75.63-	0.00 0.00 0.00	4.50 80.13 75.63-	09/01/2022		43503
115083	CHK	A	LEGIT LANDING LLC REIMBURSEMENT	1 08302022	1	52.50 52.50	0.00 0.00	52.50 52.50	09/01/2022		43503
115084	CHK	A	SUNSET BUILDINGS SALES TAX REFUND	1 08302022A	1	243.12 243.12	0.00 0.00	243.12 243.12	09/01/2022		43503
115085	CHK	A	GERALDINE DIETHELM/5 STAR HOME ESCROW REFUND	1 08302022B	1	200.00 200.00	0.00 0.00	200.00 200.00	09/01/2022		43503
115086	CHK	A	JOHN & NADA BAKER UTILTIY REFUND	1 194.03	1	83.41 83.41	0.00 0.00	83.41 83.41	09/01/2022		43503
115087	CHK	A	CARTER REALTY UTILITY REFUND	1 3157.16	1	35.59 35.59	0.00 0.00	35.59 35.59	09/01/2022		43503
115088	CHK	A	GRAY HOMES UTILITY REFUND	1 6104.01	1	63.41 63.41	0.00 0.00	63.41 63.41	09/01/2022		43503
115089	CHK	A	NICOLE S EVANS BARTENDING TIPS - CC	4994 08292022	1	10.00 10.00	0.00 0.00	10.00 10.00	09/01/2022		43503
115090	CHK	A	PAVEMENT REPAIR & SUPPLIES INC PAVEMENT REPAIR	3202 2022-815	1	1,190.00 1,190.00	0.00 0.00	1,190.00 1,190.00	09/01/2022		43503
115091	CHK	A	PHIL LONG FORD #60 REPAIR	504 906517	1	135.46 135.46	0.00 0.00	135.46 135.46	09/01/2022		43503
115092	CHK	A	SCHUMACHER'S #7 REPAIR	561 70894	1	77.35 77.35	0.00 0.00	77.35 77.35	09/01/2022		43503
115093	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE - UPCC	581 S0064885	1	166.20 166.20	0.00 0.00	166.20 166.20	09/01/2022		43503
115094	CHK	A	TELLER CNTY CLERK & RECORDER PLAT COPIES	609 08252022	1	4.35 4.35	0.00 0.00	4.35 4.35	09/01/2022		43503
115095	CHK	A	WAXIE SANITARY SUPPLY CUSTODIAL SUPPLIES - F&G CUSTODIAL SUPPLIES - F&G CUSTODIAL SUPPLIES = F&G CUSTODIAL SUPPLIES - F&G	4189 81134428 81134429 81134436 81134464	4	1,192.51 490.45 101.94 380.88 219.24	0.00 0.00 0.00 0.00 0.00	1,192.51 490.45 101.94 380.88 219.24	09/01/2022		43503
115096	CHK	A	WESTWOOD LAKES WATER DISTRICT 07/22-08/22 WELLFIELD	679 08232022	1	0.11 0.11	0.00 0.00	0.11 0.11	09/01/2022		43503
115097	CHK	A	A-ONE CHIPSEAL 07/22-08/22 KELLY & BALDWIN	4296 12107-03	1	182,082.66 182,082.66	0.00 0.00	182,082.66 182,082.66	09/08/2022		43521
115098	CHK	A	BIRCHAM'S	75	1	609.29	0.00	609.29	09/08/2022		43521

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			08/22 CHARGES	347786		609.29	0.00	609.29			
115099	CHK	A	CENTURYLINK	4342	2	407.90	0.00	407.90	09/08/2022		43521
			08/2022 CHARGES	8252022		407.90	0.00	142.12			
			08/2022 CHARGES	8252022		407.90	0.00	265.78			
115100	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	75.00	0.00	75.00	09/08/2022		43521
			BACKGROUND CHECK	430769		75.00	0.00	75.00			
115101	CHK	A	FALCON ENVIRONMENT CORP.	1741	1	2,682.51	0.00	2,682.51	09/08/2022		43521
			REPAIR KIT	9441		2,682.51	0.00	2,682.51			
115102	CHK	A	FARIS MACHINERY CO.	1712	1	441.11	0.00	441.11	09/08/2022		43521
			REPAIR #32	A15874		441.11	0.00	441.11			
115103	CHK	A	FOXWORTH-GALBRAITH LUMBER CO	96	2	737.01	0.00	737.01	09/08/2022		43521
			08/2022 CHARGES	912022		737.01	0.00	628.85			
			08/2022 CHARGES	912022		737.01	0.00	108.16			
115104	CHK	A	GALLS, LLC	5221	3	373.22	0.00	373.22	09/08/2022		43521
			UNIFORM - WPPD	021786316		150.12	0.00	150.12			
			UNIFORM - WPPD	021808635		150.12	0.00	150.12			
			UNIFORM - WPPD	021831901		72.98	0.00	72.98			
115105	CHK	A	GRAINGER INC.	282	4	825.25	0.00	825.25	09/08/2022		43521
			FAN -WTP	9410617600		234.91	0.00	234.91			
			FLOODLIGHT - WWTP	9419114872		94.94	0.00	94.94			
			FLOODLIGHT - WWTP	9419114898		211.20	0.00	211.20			
			LIGHT - WWTP	9419409132		284.20	0.00	284.20			
115106	CHK	A	GUARANTEE ELECTRICAL CONTRACTI	5342	1	14,025.00	0.00	14,025.00	09/08/2022		43521
			Repair/ Reroute damaged street	20776		14,025.00	0.00	14,025.00			
115107	CHK	A	LAFEVER, DALTON	4494	1	127.92	0.00	127.92	09/08/2022		43521
			UMPIRE & SCOREKEEPER	08312022		127.92	0.00	127.92			
115108	CHK	A	LUKE HECKER	1	1	4,760.87	0.00	4,760.87	09/08/2022		43521
			EMPLOYEE INVESTIGATION	09012022		4,760.87	0.00	4,760.87			
115109	CHK	A	TERRY KURTH	1	1	35.13	0.00	35.13	09/08/2022		43521
			UTILITY REFUND	3919.13		35.13	0.00	35.13			
115110	CHK	A	JOHN & NORMA SWAN	1	3	72.96	0.00	72.96	09/08/2022		43521
			UTILITY REFUND	5588.05		72.96	0.00	34.15			
			UTILITY REFUND	5588.05		72.96	0.00	2.08			
			UTILITY REFUND	5588.05		72.96	0.00	36.73			
115111	CHK	A	JORDAN & HEATHER POST	1	1	27.98	0.00	27.98	09/08/2022		43521
			UTILITY REFUND	679.09		27.98	0.00	27.98			
115112	CHK	A	MUNICIPAL TREATMENT EQUIPMENT	451	3	6,904.56	0.00	6,904.56	09/08/2022		43521
			Deplox Chorine/PH Monitor	22040		6,072.00	0.00	6,072.00			
			FREIGHT COSTS	22040A		117.00	0.00	117.00			
			TUBE & ROLLER ASSY WTP	22042		715.56	0.00	715.56			
115113	CHK	A	NALCO CHEMICAL COMPANY	457	2	16,893.36	0.00	16,893.36	09/08/2022		43521

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			WTP Chemicals	6601363245		15,329.25	0.00	15,329.25			
			WTP CHEMICALS	6601363245A		1,564.11	0.00	1,564.11			
115114	CHK	A	NAPA AUTO PARTS	2048	3	808.57	0.00	808.57	09/08/2022		43521
			08/2022 CHARGES	8312022		808.57	0.00	25.34			
			08/2022 CHARGES	8312022		808.57	0.00	73.93			
			08/2022 CHARGES	8312022		808.57	0.00	709.30			
115115	CHK	A	NOEL R SAWYER	5415	1	3,000.00	0.00	3,000.00	09/08/2022		43521
			IT CONTRACT SERVICES	895		3,000.00	0.00	3,000.00			
115116	CHK	A	PHIL LONG FORD	504	1	592.21	0.00	592.21	09/08/2022		43521
			#60	908031		592.21	0.00	592.21			
115117	CHK	A	PRIORITY RESEARCH	4392	2	386.10	0.00	386.10	09/08/2022		43521
			BACKGROUND CHECKS	962915		128.70	0.00	128.70			
			BACKGROUND CHECKS	991162		257.40	0.00	257.40			
115118	CHK	A	RICHARD AVERY IV	5146	1	253.00	0.00	253.00	09/08/2022		43521
			TRAINING REIMBURSEMENT	09022022		253.00	0.00	253.00			
115119	CHK	A	TDS BROADBAND LLC	5335	3	2,334.41	0.00	2,334.41	09/08/2022		43521
			09/22 INTERNET CHARGES	08252022		638.78	0.00	638.78			
			09/22 DIGITAL SIGN CHARGE	08252022A		92.45	0.00	92.45			
			09/22 INTERNET CHARGES	08252022B		1,603.18	0.00	1,603.18			
115120	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	1	1,773.00	0.00	1,773.00	09/08/2022		43521
			CHEMICALS - WAC	89900		1,773.00	0.00	1,773.00			
115121	CHK	A	TIAA COMMERCIAL FINANCE, INC	5175	1	594.00	0.00	594.00	09/08/2022		43521
			09/2022 COPIER CONTRACT	9126368		594.00	0.00	594.00			
115122	CHK	A	UNITED REPROGRAPHIC SUPPLY	4285	1	98.00	0.00	98.00	09/08/2022		43521
			09/2022 BILLING	3833097		98.00	0.00	98.00			
115123	CHK	A	USA BLUEBOOK	1779	3	307.34	0.00	307.34	09/08/2022		43521
			BEAKER - WWTP	064895		94.83	0.00	94.83			
			LAB APRON - WWTP	072925		36.93	0.00	36.93			
			AMMONIA TESTS	076098		175.58	0.00	175.58			
115124	CHK	A	VERIZON	3856	5	3,158.47	0.00	3,158.47	09/08/2022		43521
			08/2022 WIRELESS CHARGES	9914415327		3,158.47	0.00	2,352.87			
			08/2022 WIRELESS CHARGES	9914415327		3,158.47	0.00	324.87			
			08/2022 WIRELESS CHARGES	9914415327		3,158.47	0.00	82.72			
			08/2022 WIRELESS CHARGES	9914415327		3,158.47	0.00	204.17			
			08/2022 WIRELESS CHARGES	9914415327		3,158.47	0.00	193.84			
115125	CHK	A	WAXIE SANITARY SUPPLY	4189	1	179.90	0.00	179.90	09/08/2022		43521
			DISPENSER	81134431		179.90	0.00	179.90			
115126	CHK	A	WILSON & COMPANY, INC.	5212	1	32,007.13	0.00	32,007.13	09/08/2022		43521
			07/22-08/22 KELLY & BALDWIN	109122		32,007.13	0.00	32,007.13			
115127	CHK	A	WILSON WILLIAMS LLP	5287	1	13,500.72	0.00	13,500.72	09/08/2022		43521
			08/2022 LEGAL FEES	165		13,500.72	0.00	13,500.72			

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115128	CHK	A	WOODLAND PUMP & SUPPLY CO INC.	699	1	6,317.00	0.00	6,317.00	09/08/2022		43521
			EQUIPMENT - WTP	13940		6,317.00	0.00	6,317.00			
92	EFT	A	WEX BANK	5187	1	13,448.13	0.00	13,448.13	09/09/2022	HP	43574
			WEX Aug 2022	8312022		13,448.13	0.00	13,448.13			
115133	CHK	A	BLAZER ELECTRIC SUPPLY MANAGEM	4830	2	31.89	0.00	31.89	09/15/2022		43544
			SERVICE CHARGES - LATE FEES	S002348122.001		31.89	0.00	15.95			
			SERVICE CHARGES - LATE FEES	S002348122.001		31.89	0.00	15.94			
115134	CHK	A	BRAVO SCREEN PRINTING, INC.	3466	1	4,040.19	0.00	4,040.19	09/15/2022		43544
			T SHIRTS	80951		4,040.19	0.00	4,040.19			
115135	CHK	A	CASELLE INC	2356	2	513.00	0.00	513.00	09/15/2022		43544
			10/822 CONTRACT	119356		513.00	0.00	333.45			
			10/822 CONTRACT	119356		513.00	0.00	179.55			
115136	CHK	A	CHAD MILDBRANDT	5159	1	325.00	0.00	325.00	09/15/2022		43544
			BARTENDING - UPCC	09122022		325.00	0.00	325.00			
115137	CHK	A	CINTAS CORPORATION NO 2	4977	1	111.67	0.00	111.67	09/15/2022		43544
			UNIFORMS - FLEET	4130216110		111.67	0.00	111.67			
115138	CHK	A	CINTAS FIRE PROTECTION	3604	1	1,251.07	0.00	1,251.07	09/15/2022		43544
			INSPECTION - PUBLIC WORKS	0F47566858		1,251.07	0.00	1,251.07			
115139	CHK	A	CIRSA	144	2	7,500.00	0.00	7,500.00	09/15/2022		43544
			CLAIMS DEDUCTIBLE	221501		2,500.00	0.00	2,500.00			
			CLAIMS - DEDUCTIBLE	221574		5,000.00	0.00	5,000.00			
115140	CHK	A	CONSPIRE!	3235	1	90.00	0.00	90.00	09/15/2022		43544
			DRUG SCREEN	22670		90.00	0.00	90.00			
115141	CHK	A	DEEP ROCK	5263	1	129.78	0.00	129.78	09/15/2022		43544
			WATER DELIVERY	21072370090322		129.78	0.00	129.78			
115142	CHK	A	DOCUMART COPIES & PRINTING	3252	1	66.18	0.00	66.18	09/15/2022		43544
			NOTICE TO APPEAR	371174		66.18	0.00	66.18			
115143	CHK	A	ENGER, JANE	3876	1	34.25	0.00	34.25	09/15/2022		43544
			INSTRUCTOR - P&R	09122022		34.25	0.00	34.25			
115144	CHK	A	GALLS, LLC	5221	2	213.99	0.00	213.99	09/15/2022		43544
			UNIFORM - WPPD	021924257		134.80	0.00	134.80			
			UNIFORM - WPPD	021963337		79.19	0.00	79.19			
115145	CHK	A	GNXOR USA INC.	5412	1	204.00	0.00	204.00	09/15/2022		43544
			MEMBERSHIP	6003981		204.00	0.00	204.00			
115146	CHK	A	GOLDSTAR PRODUCTS, INC	4502	1	1,719.25	0.00	1,719.25	09/15/2022		43544
			ICE MELT - SIDEWALKS	0077069-IN		1,719.25	0.00	1,719.25			
115147	CHK	A	IMAGE BEARERS CLEANING LLC	5082	1	4,112.00	0.00	4,112.00	09/15/2022		43544
			09/22 CLEANING CONTRACT	3222		4,112.00	0.00	4,112.00			
115148	CHK	A	LAW FIRM OF SUZANNE M. ROGERS,	5054	2	4,403.40	0.00	4,403.40	09/15/2022		43544

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			07/2022 LEGAL SERVICES	09132022		2,935.60	0.00	2,935.60			
			8/2022 LEGAL SVCS	09132022A		1,467.80	0.00	1,467.80			
115149	CHK	A	LEXIS NEXIS ACCURINT	3379	1	32.00	0.00	32.00	09/15/2022		43544
			08/2022 CONTRACT FEE	1209360-20220831		32.00	0.00	32.00			
115150	CHK	A	RENATE NORMAN	1	1	316.00	0.00	316.00	09/15/2022		43544
			TRAVEL EXPENSE	09082022		316.00	0.00	316.00			
115151	CHK	A	RENATE NORMAN	1	1	276.00	0.00	276.00	09/15/2022		43544
			TRAVEL EXPENSE	09082022A		276.00	0.00	276.00			
115152	CHK	A	ERIKA OMDAHL	1	1	316.00	0.00	316.00	09/15/2022		43544
			TRAVEL EXPENSE	09082022B		316.00	0.00	316.00			
115153	CHK	A	ERIKA OMDAHL	1	1	276.00	0.00	276.00	09/15/2022		43544
			TRAVEL EXPENSE	09082022C		276.00	0.00	276.00			
115154	CHK	A	TESS PEDERSEN	1	1	316.00	0.00	316.00	09/15/2022		43544
			TRAVEL EXPENSE	09082022D		316.00	0.00	316.00			
115155	CHK	A	JOHN & JUDITH CHEYNEY	1	1	177.51	0.00	177.51	09/15/2022		43544
			UTILITY REFUND	1156.01		177.51	0.00	177.51			
115156	CHK	A	LISA WOODS	1	1	17.13	0.00	17.13	09/15/2022		43544
			UTILITY REFUND	2945.03		17.13	0.00	17.13			
115157	CHK	A	KRISTINA & ERIC FISCHER	1	1	100.00	0.00	100.00	09/15/2022		43544
			UTILTIY REFUND	3724.08		100.00	0.00	100.00			
115158	CHK	A	JAMIE NICOSIA	1	3	19.36	0.00	19.36	09/15/2022		43544
			UTILITY REFUND	511.18		19.36	0.00	0.69			
			UTILITY REFUND	511.18		19.36	0.00	7.44			
			UTILITY REFUND	511.18		19.36	0.00	11.23			
115159	CHK	A	HABITAT FOR HUMANITY	1	1	9.10	0.00	9.10	09/15/2022		43544
			UTILITY REFUND	6127.01		9.10	0.00	9.10			
115160	CHK	A	O'REILLY AUTOMOTIVE STORES, IN	4531	1	20.39	0.00	20.39	09/15/2022		43544
			08/2022 CHARGES	8282022		20.39	0.00	20.39			
115161	CHK	A	PEAK VIEW ROOFING LLC	5324	1	2,175.00	0.00	2,175.00	09/15/2022		43544
			SHINGLE INSTALLATION	101636		2,175.00	0.00	2,175.00			
115162	CHK	A	PIKES PEAK REGIONAL BUILDING D	4647	1	6,029.45	0.00	6,029.45	09/15/2022		43544
			08/2022 PLAN FEES	09082022		6,029.45	0.00	6,029.45			
115163	CHK	A	PITNEY BOWES GLOBAL FINANCIAL	2479	1	90.00	0.00	90.00	09/15/2022		43544
			09/22 POSTAGE METER LEASE	3316186541		90.00	0.00	90.00			
115164	CHK	A	PREMIER COPIER INC	5296	1	116.48	0.00	116.48	09/15/2022		43544
			COPIES - WAC	71795		116.48	0.00	116.48			
115165	CHK	A	PRO PROMOTIONS INC	5417	1	600.00	0.00	600.00	09/15/2022		43544
			COST SHARE - DESIGN WALL	09012022		600.00	0.00	600.00			

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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
115166	CHK	A	QUADIENT FINANCE USA, INC	5204	1	500.00	0.00	500.00	09/15/2022		43544
			POSTAGE METER REFILL	08282022		500.00	0.00	500.00			
115167	CHK	A	TDS BROADBAND LLC	5335	2	923.13	0.00	923.13	09/15/2022		43544
			METROE CONNECTION - WPPD	08252022C		833.18	0.00	833.18			
			09/22-10/22 CHARGES	09062022		89.95	0.00	89.95			
115168	CHK	A	TELLER COUNTY WASTE	4158	4	686.75	0.00	686.75	09/15/2022		43544
			2021-2023 Contract Disposal	962022		686.75	0.00	138.00			
			2021-2023 Contract Disposal	962022		686.75	0.00	39.00			
			2021-2023 Contract Disposal	962022		686.75	0.00	88.75			
			2021-2023 Contract Disposal	962022		686.75	0.00	421.00			
115169	CHK	A	TRACTOR SUPPLY COMPANY	4753	2	93.51	0.00	93.51	09/15/2022		43544
			08/2022 CHARGES	8302022		93.51	0.00	59.53			
			08/2022 CHARGES	8302022		93.51	0.00	33.98			
115170	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	302.90	0.00	302.90	09/15/2022		43544
			UTILITY LOCATES	222081525		302.90	0.00	106.02			
			UTILITY LOCATES	222081525		302.90	0.00	196.88			
115171	CHK	A	UPS STORE #1374	416	3	132.16	0.00	132.16	09/15/2022		43544
			08/2022 CHARGES	8312022		132.16	0.00	31.13			
			08/2022 CHARGES	8312022		132.16	0.00	85.42			
			08/2022 CHARGES	8312022		132.16	0.00	15.61			
115172	CHK	A	USA BLUEBOOK	1779	1	100.12	0.00	100.12	09/15/2022		43544
			SUPPLIES - WWTP	085358		100.12	0.00	100.12			
115173	CHK	A	UTE PASS CONCRETE-SAND&GRAVEL	655	1	319.00	0.00	319.00	09/15/2022		43544
			RIVER ROCK BOULDERS	D587069		319.00	0.00	319.00			
115174	CHK	A	WASTE MANAGEMENT WOODLAND PARK	3004	1	93.27	0.00	93.27	09/15/2022		43544
			DEER DISPOSAL	0006182-2517-1		93.27	0.00	93.27			
115175	CHK	A	WAXIE SANITARY SUPPLY	4189	2	417.74	0.00	417.74	09/15/2022		43544
			CUSTODIAL SUPPLIES - WAC	81035696		165.62	0.00	165.62			
			CUSTODIAL SUPPLIES - WAC	81151082		252.12	0.00	252.12			
115176	CHK	A	WEX HEALTH INC	5283	1	83.00	0.00	83.00	09/15/2022		43544
			08/2022 FSA	0001581814-IN		83.00	0.00	83.00			
115177	CHK	A	WIRELESS WATCHDOGS, LLC	5102	1	344.00	0.00	344.00	09/15/2022		43544
			08/22 MAINTENANCE	IN0097354		344.00	0.00	344.00			
115178	CHK	A	WOODLAND PARK SCHOOL DIST RE-2	1262	1	275,685.24	0.00	275,685.24	09/15/2022		43544
			07/2022 SALES TAX	09012022		275,685.24	0.00	275,685.24			
93	EFT	A	VECTRA BANK COLORADO	4705	4	23,180.40	0.00	23,180.40	09/15/2022	HP	43578
			VISA Aug 2022	08312022		23,180.40	0.00	350.00			
			VISA Aug 2022	08312022		23,180.40	0.00	4,466.84			
			VISA Aug 2022	08312022		23,180.40	0.00	17,481.81			
			VISA Aug 2022	08312022		23,180.40	0.00	881.75			
115179	CHK	A	A-ONE CHIPSEAL	4296	2	161,014.09	0.00	161,014.09	09/22/2022		43552
			06/22 ASPHALT MAINTENANCE	12107-01		9,707.52	0.00	9,707.52			

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			07/22 ASPHALT MAINTENANCE	12107-02		151,306.57	0.00	151,306.57			
115180	CHK	A	BADGER METER INC	4278	1	2,429.70	0.00	2,429.70	09/22/2022		43552
			CELLULAR LTE UNIT	80106083		2,429.70	0.00	2,429.70			
115181	CHK	A	BLACK HILLS ENERGY	4035	4	5,562.11	0.00	5,562.11	09/22/2022		43552
			07/22-08/22 CHARGES	8222022		5,562.11	0.00	181.41			
			07/22-08/22 CHARGES	8222022		5,562.11	0.00	772.48			
			07/22-08/22 CHARGES	8222022		5,562.11	0.00	4,461.61			
			07/22-08/22 CHARGES	8222022		5,562.11	0.00	146.61			
115182	CHK	A	BLUETARP FINANCIAL	4474	1	59.80	0.00	59.80	09/22/2022		43552
			SUPPLIES - WWTP	50745151		59.80	0.00	59.80			
115183	CHK	A	CINTAS CORPORATION NO 2	4977	1	135.61	0.00	135.61	09/22/2022		43552
			UNIFORM - FLEET	4130854189		135.61	0.00	135.61			
115184	CHK	A	CMJA	171	1	410.00	0.00	410.00	09/22/2022		43552
			JUDGE/CLERK CONF. & CMJA DUES	9132022		410.00	0.00	410.00			
115185	CHK	A	COLO DEPT OF PUBLIC HEALTH	1057	1	1,025.00	0.00	1,025.00	09/22/2022		43552
			PERMIT COE039000-WWTP	WC231123409		1,025.00	0.00	1,025.00			
115186	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	46,352.22	0.00	46,352.22	09/22/2022		43552
			08/2022 CHARGES	09012022		46,352.22	0.00	7,015.97			
			08/2022 CHARGES	09012022		46,352.22	0.00	13,137.27			
			08/2022 CHARGES	09012022		46,352.22	0.00	13,659.82			
			08/2022 CHARGES	09012022		46,352.22	0.00	12,539.16			
115187	CHK	A	CROWN TROPHY	4177	1	21.75	0.00	21.75	09/22/2022		43552
			NAME BADGES	51798		21.75	0.00	21.75			
115188	CHK	A	DENVER INDUSTRIAL PUMPS INC	5387	1	6,110.55	0.00	6,110.55	09/22/2022		43552
			REPAIR	102058		6,110.55	0.00	6,110.55			
115189	CHK	A	DOCUMART COPIES & PRINTING	3252	1	55.00	0.00	55.00	09/22/2022		43552
			BUS.CARDS - JOHNSON	371354		55.00	0.00	55.00			
115190	CHK	A	EL PASO CTY PUBLIC HEALTH LABO	241	1	252.00	0.00	252.00	09/22/2022		43552
			BACTERIOLOGICAL TESTS - WTP	EHS20214801		252.00	0.00	252.00			
115191	CHK	A	FBI-LEEDA	3677	1	695.00	0.00	695.00	09/22/2022		43552
			EVERHART I.A. TRAINING	200075120		695.00	0.00	695.00			
115192	CHK	A	GOVOS	5349	1	2,120.50	0.00	2,120.50	09/22/2022		43552
			10/22 MUNIREV &VRBO	INV-KSW-005890		2,120.50	0.00	2,120.50			
115193	CHK	A	HACH COMPANY	291	1	859.26	0.00	859.26	09/22/2022		43552
			LAB SUPPLIES - WTP	13222278		859.26	0.00	859.26			
115194	CHK	A	IDEXX DISTRIBUTION, INC.	3659	1	1,052.26	0.00	1,052.26	09/22/2022		43552
			LAB SUPPLIES - WWTP	3113836294		1,052.26	0.00	1,052.26			
115195	CHK	A	INTERSTATE CHEMICAL CO, INC.	2387	1	6,397.22	0.00	6,397.22	09/22/2022		43552
			SODIUM HYPOCHLORITE	512729		6,397.22	0.00	6,397.22			

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115196	CHK	A	IRON MOUNTAIN	1376	1	14.21	0.00	14.21	09/22/2022		43552
			RECORD STORAGE- CITY HALL08	GVYD653		14.21	0.00	14.21			
115197	CHK	A	MICHOW COX & MCASKIN	5404	1	2,390.00	0.00	2,390.00	09/22/2022		43552
			WPDDA. JUL.01	08032022		2,390.00	0.00	2,390.00			
115198	CHK	A	MIKE KCKAY	1	1	184.99	0.00	184.99	09/22/2022	VOID	43552
			CLOTHING REIMBURSEMENT	09192022		184.99	0.00	184.99			
115199	CHK	A	WALMART RESTITUTION RECOVERY	1	1	214.50	0.00	214.50	09/22/2022		43552
			RESTITUTION-22MD277	9202022		214.50	0.00	214.50			
115200	CHK	A	PAUL D. SCHULTZ	5331	1	1,135.00	0.00	1,135.00	09/22/2022		43552
			LEADERSHIP TRAINING	09172022		1,135.00	0.00	1,135.00			
115201	CHK	A	PAVEMENT REPAIR & SUPPLIES INC	3202	1	1,190.00	0.00	1,190.00	09/22/2022		43552
			PAVEMENT REPAIR	2022-822		1,190.00	0.00	1,190.00			
115202	CHK	A	PIKES PEAK AUTO BODY SPEC, INC	862	1	255.28	0.00	255.28	09/22/2022		43552
			REPAIR	22380		255.28	0.00	255.28			
115203	CHK	A	PIKES PEAK TELEVISION, INC	4663	1	1,000.00	0.00	1,000.00	09/22/2022		43552
			08/22 WEATHER CAMERA	597538-2		1,000.00	0.00	1,000.00			
115204	CHK	A	REBECCA ALLEN	5329	1	200.00	0.00	200.00	09/22/2022		43552
			08/22 CHARGES	111		200.00	0.00	200.00			
115205	CHK	A	SCHUMACHER'S	561	1	92.00	0.00	92.00	09/22/2022		43552
			#43	72016		92.00	0.00	92.00			
115206	CHK	A	SHERWIN-WILLIAMS	1890	1	69.65	0.00	69.65	09/22/2022		43552
			PAINT - F&G	9374-9		69.65	0.00	69.65			
115207	CHK	A	STANLEY CONVERGENT SECURITY SO	4042	1	398.82	0.00	398.82	09/22/2022		43552
			10/22 MAINTENANCE	6002756655		398.82	0.00	398.82			
115208	CHK	A	RED BARON CAR WASH	4191	3	451.00	0.00	451.00	09/22/2022		43552
			08/22 CHARGES	2107		451.00	0.00	431.00			
			08/22 CHARGES	2107		451.00	0.00	10.00			
			08/22 CHARGES	2107		451.00	0.00	10.00			
115209	CHK	A	TELLER CNTY PUBLIC HEALTH	2293	1	536.00	0.00	536.00	09/22/2022		43552
			EMPLOYEE IMMUNIZATIONS	08122022		536.00	0.00	536.00			
115210	CHK	A	TELLER COUNTY WASTE	4158	1	350.00	0.00	350.00	09/22/2022		43552
			10/2022 PORTABLE RESTROOMS	34561		350.00	0.00	350.00			
115211	CHK	A	THE LOCK SHOP	2431	2	1,230.00	0.00	1,230.00	09/22/2022		43552
			SERVICE CALL & REPAIR	001471		355.00	0.00	355.00			
			LOCKS, LIGHT BALLARDS	001472		875.00	0.00	875.00			
115212	CHK	A	TIMBER LINE ELEC/CONTROL CORP	1145	1	1,895.00	0.00	1,895.00	09/22/2022		43552
			10/22-10/23 SOFTWARE RENEWAL	21591		1,895.00	0.00	1,895.00			
115213	CHK	A	USA BLUEBOOK	1779	1	82.23	0.00	82.23	09/22/2022		43552
			SUPPLIES - F/S	080226		82.23	0.00	82.23			

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115214	CHK	A	WASTE MANAGEMENT WOODLAND PARK	3004	1	148.87	0.00	148.87	09/22/2022		43552
			DEER DISPOSAL	0006165-2517-6A		148.87	0.00	148.87			
115215	CHK	A	WOODLAND HARDWARE & RENTAL	2739	3	726.84	0.00	726.84	09/22/2022		43552
			08/2022 CHARGES	8312022		726.84	0.00	135.38			
			08/2022 CHARGES	8312022		726.84	0.00	260.99			
			08/2022 CHARGES	8312022		726.84	0.00	330.47			
115216	CHK	A	WOODLAND PUMP & SUPPLY CO INC.	699	1	5,717.00	0.00	5,717.00	09/22/2022		43552
			EQUIPMENT - WTP	13941		5,717.00	0.00	5,717.00			
115217	CHK	A	XEROX BUSINESS SOLUTIONS SOUTH	5336	1	1,524.03	0.00	1,524.03	09/22/2022		43552
			09/22-10/22 BILLING	IN3972352		1,524.03	0.00	1,524.03			
115218	CHK	A	CHAD MILDBRANDT	5159	1	90.00	0.00	90.00	09/22/2022		43563
			Bar Shift and CC Tips	09222022		90.00	0.00	90.00			
115219	CHK	A	KROGER-KING SOOPERS CUST CHGS	145	4	1,053.35	0.00	1,053.35	09/22/2022		43563
			August Charges	08082022		339.57	0.00	291.17			
			August Charges	08082022		339.57	0.00	48.40			
			September Charges	09212022		713.78	0.00	710.60			
			September Charges	09212022		713.78	0.00	3.18			
115220	CHK	A	MIKE MCKAY	1	1	184.99	0.00	184.99	09/22/2022		43563
			Clothing Reimbursement	09192022A		184.99	0.00	184.99			
115221	CHK	A	SAFEWAY, INC.	1908	1	818.84	0.00	818.84	09/22/2022		43563
			Sept-Aug Charges	09142022		818.84	0.00	818.84			
115225	CHK	A	AMERICAN STRIPING COMPANY LLC	5418	1	38,701.31	0.00	38,701.31	09/29/2022		43593
			CITYWIDE RESTRIPIING	2205502F		38,701.31	0.00	38,701.31			
115226	CHK	A	BLACK HILLS ENERGY	4035	4	5,683.52	0.00	5,683.52	09/29/2022		43593
			09/2022 CHARGES	9222022		5,683.52	0.00	4,323.22			
			09/2022 CHARGES	9222022		5,683.52	0.00	152.89			
			09/2022 CHARGES	9222022		5,683.52	0.00	252.56			
			09/2022 CHARGES	9222022		5,683.52	0.00	954.85			
115227	CHK	A	BLAZER ELECTRIC SUPPLY MANAGEM	4830	1	128.00	0.00	128.00	09/29/2022		43593
			HEATER ELEMENT - WWTP	S002312497.004		128.00	0.00	128.00			
115228	CHK	A	BLUETARP FINANCIAL	4474	1	79.77	0.00	79.77	09/29/2022		43593
			RATCHET	50847505		79.77	0.00	79.77			
115229	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	1	4,896.93	0.00	4,896.93	09/29/2022		43593
			BOBCAT REPAIR	66134258		4,896.93	0.00	4,896.93			
115230	CHK	A	BRIAN E. BUNDY	5208	1	147.00	0.00	147.00	09/29/2022		43593
			ACCT. SUPPORT SERVICES	09232022		147.00	0.00	147.00			
115231	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	3	547.95	0.00	547.95	09/29/2022		43593
			UNIFORM - F/S	22-10483		117.60	0.00	76.44			
			UNIFORM - F/S	22-10483		117.60	0.00	41.16			
			UNIFORMS - WWTP	22-10559		430.35	0.00	430.35			
115232	CHK	A	CASEY'S LUMBER, INC.	123	1	461.00	0.00	461.00	09/29/2022		43593

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			PEELED LOGS - F&G	19511		461.00	0.00	461.00			
115233	CHK	A	CHAD MILDBRANDT BARTENDING - UPCC	5159 09242022	1	115.00 115.00	0.00 0.00	115.00 115.00	09/29/2022		43593
115234	CHK	A	CHIEF PETROLEUM CO. BULK FLUIDS	139 1273617984	1	3,226.40 3,226.40	0.00 0.00	3,226.40 3,226.40	09/29/2022		43593
115235	CHK	A	CINTAS CORPORATION NO 2 UNIFORM - FLEET UNIFORMS - FLEET	4977 4131572995 4132261378	2	223.34 111.67 111.67	0.00 0.00 0.00	223.34 111.67 111.67	09/29/2022		43593
115236	CHK	A	CINTAS FIRE PROTECTION INSPECTION - WAC	3604 0F47567728	1	245.54 245.54	0.00 0.00	245.54 245.54	09/29/2022		43593
115237	CHK	A	COLORADO ANALYTICAL LAB LAB SERVICES	4028 220913003	1	134.00 134.00	0.00 0.00	134.00 134.00	09/29/2022		43593
115238	CHK	A	CORE & MAIN LP GRATE- MEADOWOOD	4980 R504403	1	627.50 627.50	0.00 0.00	627.50 627.50	09/29/2022		43593
115239	CHK	A	DAVID A. LANGLEY ARCHITECTS City Hall Facade Design	3720 22-22-2262	1	1,200.00 1,200.00	0.00 0.00	1,200.00 1,200.00	09/29/2022		43593
115240	CHK	A	DISPLAY SALES CO FLAGS	4559 INV-033484	1	2,545.00 2,545.00	0.00 0.00	2,545.00 2,545.00	09/29/2022		43593
115241	CHK	A	DOCUMART COPIES & PRINTING ENVELOPES - PD	3252 371393	1	435.00 435.00	0.00 0.00	435.00 435.00	09/29/2022		43593
115242	CHK	A	DYLAN MILDBRANDT BARTENDING - UPCC	5312 09242022	1	77.00 77.00	0.00 0.00	77.00 77.00	09/29/2022		43593
115243	CHK	A	EVERHART, SHANNON TRAINING REIMBURSEMENT	4800 09262022	1	359.50 359.50	0.00 0.00	359.50 359.50	09/29/2022		43593
115244	CHK	A	FRED'S TOWING, LLC #91 TOWING	4254 9548	1	111.75 111.75	0.00 0.00	111.75 111.75	09/29/2022		43593
115245	CHK	A	GALLS, LLC UNIFORMS - WPPD	5221 022038294	1	99.99 99.99	0.00 0.00	99.99 99.99	09/29/2022		43593
115246	CHK	A	GOTO COMMUNICATIONS, INC. 09/22 CHARGES	5410 IN7101377113	1	2,571.10 2,571.10	0.00 0.00	2,571.10 2,571.10	09/29/2022		43593
115247	CHK	A	GRAINGER INC. SUPPLIES - WTP RESPRATOR - WWTP SUPPLIES - WTP	282 9445046007 9450993754 9455835778	3	847.22 305.42 152.33 389.47	0.00 0.00 0.00 0.00	847.22 305.42 152.33 389.47	09/29/2022		43593
115248	CHK	A	HARDLINE EQUIPMENT #10 PARTS	4295 42205969	1	281.80 281.80	0.00 0.00	281.80 281.80	09/29/2022		43593
115249	CHK	A	HAYNES MECHANICAL SYSTEMS Annual Maintenance	3359 SRVCE000114257	1	9,918.50 9,918.50	0.00 0.00	9,918.50 9,918.50	09/29/2022		43593

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115250	CHK	A	JACK'S TIRE & OIL MANAGEMENT C	5215	2	1,219.40	0.00	1,219.40	09/29/2022		43593
			TIRES - #91	C30216-88		577.04	0.00	577.04			
			TIRES #43	C30928-88		642.36	0.00	642.36			
115251	CHK	A	JUDD'S GLASS & MIRROR	5340	1	359.00	0.00	359.00	09/29/2022		43593
			LABOR - REPAIR	71030		359.00	0.00	359.00			
115252	CHK	A	L.L. BEAN	3947	1	1,555.96	0.00	1,555.96	09/29/2022		43593
			UNIFORMS - WWTP	9085515395		1,555.96	0.00	1,555.96			
115253	CHK	A	LABCHEM INC	4244	1	393.06	0.00	393.06	09/29/2022		43593
			LAB SUPPLIES - WWTP	1274938		393.06	0.00	393.06			
115254	CHK	A	CORRINE MOROPOULOS	1	1	249.00	0.00	249.00	09/29/2022		43593
			PHONE REIMBURSEMENT	09192022B		249.00	0.00	249.00			
115255	CHK	A	LIGHTER SIDE OF CHRISTMAS PARA	1	1	5,000.00	0.00	5,000.00	09/29/2022		43593
			BROCHURES - CHRISTMAS PARADE	1021		5,000.00	0.00	5,000.00			
115256	CHK	A	ANGELA WOLCOTT	1	1	214.87	0.00	214.87	09/29/2022		43593
			UTILITY REFUND	1456.02		214.87	0.00	214.87			
115257	CHK	A	ELLEN CARRICK	1	1	85.00	0.00	85.00	09/29/2022		43593
			UTILITY REFUND	1488.05		85.00	0.00	85.00			
115258	CHK	A	OYA LARSEN	1	1	159.57	0.00	159.57	09/29/2022		43593
			UTILITY REFUND	2599.01		159.57	0.00	159.57			
115259	CHK	A	REED JONES	1	1	22.43	0.00	22.43	09/29/2022		43593
			UTILITY DEPOSIT REFUND	266.03		22.43	0.00	22.43			
115260	CHK	A	JAMES & DEBORAH HAMILTON	1	1	69.34	0.00	69.34	09/29/2022		43593
			UTILITY REFUND	4837.07		69.34	0.00	69.34			
115261	CHK	A	AMBER & ANDREW LEIBBRAND	1	1	100.00	0.00	100.00	09/29/2022		43593
			UTILITY REFUND	5061.05		100.00	0.00	100.00			
115262	CHK	A	UNITED STATES PLASTIC CORPORAT	1	1	29.39	0.00	29.39	09/29/2022		43593
			SNAP CLAMP - WWTP	6926259		29.39	0.00	29.39			
115263	CHK	A	MITY INC.	1	1	45.00	0.00	45.00	09/29/2022		43593
			SWIFTSET	S0128563		45.00	0.00	45.00			
115264	CHK	A	PEAK VIEW ROOFING LLC	5324	1	850.00	0.00	850.00	09/29/2022		43593
			METAL ROOFING	101752		850.00	0.00	850.00			
115265	CHK	A	PERKINS MOTOR CITY DODGE	2354	2	2,369.62	0.00	2,369.62	09/29/2022		43593
			#91	527775CHW		2,177.12	0.00	2,177.12			
			#38 - REPAIR	CHCS659209		192.50	0.00	192.50			
115266	CHK	A	PURCHASE POWER PITNEY BOWES	4423	3	1,126.60	0.00	1,126.60	09/29/2022		43593
			07/05/22 POSTAGE METER REFILL	07182022		503.50	0.00	503.50			
			07/28/22 POSTAGE METER REFILL	08182022		556.83	0.00	556.83			
			LATE FEE/FINANCE CHARGE	09182022		66.27	0.00	66.27			
115267	CHK	A	QUADIENT, INC	5209	1	105.00	0.00	105.00	09/29/2022		43593

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
			10/22-01/23	59571344		105.00	0.00	105.00			
115268	CHK	A	QUALITY DESIGN, LLC SIGNAGE - F&G	4921 09082022	1	675.50 675.50	0.00 0.00	675.50 675.50	09/29/2022		43593
115269	CHK	A	SCHMIDT CONSTRUCTION ASPHALT - STREETS	559 2734941	1	1,426.40 1,426.40	0.00 0.00	1,426.40 1,426.40	09/29/2022		43593
115270	CHK	A	SGS ACCUTEST INC. 08/22 WATER QUALITY TEST 07/22 WATER QUALITY TEST	4859 52160140669 52160140910	2	416.00 208.00 208.00	0.00 0.00 0.00	416.00 208.00 208.00	09/29/2022		43593
115271	CHK	A	SHERWIN-WILLIAMS SUPPLIES - F&G	1890 9783-1	1	325.20 325.20	0.00 0.00	325.20 325.20	09/29/2022		43593
115272	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE - UPCC	581 S0070200	1	317.24 317.24	0.00 0.00	317.24 317.24	09/29/2022		43593
115273	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI LIQUOR DELIVERY	2805 2918182	1	164.85 164.85	0.00 0.00	164.85 164.85	09/29/2022		43593
115274	CHK	A	TROJAN TECHNOLOGIES GROUP ULC UV Replacement Blub/Ballast FREIGHT	5344 200/1607 200/1607A	2	7,317.45 6,959.00 358.45	0.00 0.00 0.00	7,317.45 6,959.00 358.45	09/29/2022		43593
115275	CHK	A	UNITED STATES PLASTIC CORP. CLAMPS	2779 6925002	1	48.89 48.89	0.00 0.00	48.89 48.89	09/29/2022		43593
115276	CHK	A	USA BLUEBOOK SUPPLIES - WTP LAB SUPPLIES	1779 077516 105402	2	732.20 653.06 79.14	0.00 0.00 0.00	732.20 653.06 79.14	09/29/2022		43593
115277	CHK	A	UTE PASS CONCRETE-SAND&GRAVEL GRANITE - F&G GRANITE- F&G GRANITE - F&G	655 D587898 D587910 D587924	3	517.69 170.57 159.20 187.92	0.00 0.00 0.00 0.00	517.69 170.57 159.20 187.92	09/29/2022		43593
115278	CHK	A	WAGNER EQUIPMENT CO. SENSOR #88 O RINGS #88	666 P39C0384727 P39C0384728	2	65.37 54.78 10.59	0.00 0.00 0.00	65.37 54.78 10.59	09/29/2022		43593
115279	CHK	A	WHISLER INDUSTRIAL SUPPLY #55	682 2428947	1	39.86 39.86	0.00 0.00	39.86 39.86	09/29/2022		43593
115280	CHK	A	WILSON & COMPANY, INC. 08/13-09/09 KELLY & BALDWIN	5212 109811	1	21,658.50 21,658.50	0.00 0.00	21,658.50 21,658.50	09/29/2022		43593
REGISTER TOTALS			Checks: 211 Voids: 1		296	1,573,637.54	0.00	1,573,637.54			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
18933	WWTO	1	2,882.64	644.31	2,238.33	9/6/2022
18934	Lifeguard	1	112.12	8.58	103.54	9/9/2022
18935	Lifeguard	1	102.22	7.82	94.40	9/9/2022
18936	Lifeguard	1	220.93	19.90	201.03	9/9/2022
18937	WWTO B	1	1,001.80	147.98	853.82	9/9/2022
18938	Lifeguard	1	135.02	10.33	124.69	9/9/2022
18939	Lifeguard	1	286.88	27.94	258.94	9/9/2022
18940	Maint. Worker I - PBG	1	1,429.39	389.21	1,040.18	9/9/2022
18941	Lifeguard	1	112.12	8.58	103.54	9/23/2022
18942	Lifeguard	1	230.83	21.66	209.17	9/23/2022
18943	Lifeguard	1	244.02	22.67	221.35	9/23/2022
18944	Lifeguard	1	105.52	8.08	97.44	9/23/2022
18945	Lifeguard	1	200.96	17.37	183.59	9/23/2022
18946	Lifeguard	1	375.92	38.76	337.16	9/23/2022
18947	Maint. Worker I - PBG	1	1,377.73	376.07	1,001.66	9/23/2022
18948	Lifeguard	1	125.00	9.56	115.44	9/30/2022
18949	Sergeant	1	18,159.25	7,549.51	10,609.74	9/30/2022
18950	Lifeguard	1	125.00	9.56	115.44	9/30/2022
18951	Lifeguard	1	100.00	7.65	92.35	9/30/2022
18952	Lifeguard	1	100.00	7.65	92.35	9/30/2022
18953	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50275	Fleet Mechanic I	1	1,918.68	395.09	1,523.59	9/9/2022
50276	Finance Technician	1	1,649.15	434.27	1,214.88	9/9/2022
50277	Corporal	1	2,957.94	657.31	2,300.63	9/9/2022
50278	Assistant Dispatch Supervisor	1	2,129.48	594.04	1,535.44	9/9/2022
50279	Police Officer I	1	2,506.64	619.73	1,886.91	9/9/2022
50280	Dispatcher I	1	1,732.53	453.94	1,278.59	9/9/2022
50281	Utility Billing Techni	1	1,952.00	654.65	1,297.35	9/9/2022
50282	Planner	1	2,561.52	781.04	1,780.48	9/9/2022
50283	Maintenance Worker II Field S	1	1,695.96	406.21	1,289.75	9/9/2022
50284	Water Fitness Instruct	1	565.50	61.81	503.69	9/9/2022
50285	WWTO	1	2,095.80	589.88	1,505.92	9/9/2022
50286	Crew Chief-Field Service	1	2,988.72	1,371.29	1,617.43	9/9/2022
50287	Dispatcher	1	1,621.20	315.47	1,305.73	9/9/2022
50288	MUNICIPAL COURT CLERK	1	1,129.14	237.90	891.24	9/9/2022
50289	Maintenance Worker I P	1	1,437.60	348.50	1,089.10	9/9/2022
50290	Police Officer II	1	2,632.82	489.11	2,143.71	9/9/2022
50291	Sergeant	1	3,116.39	1,324.18	1,792.21	9/9/2022
50292	Assistant Dispatch Supervisor	1	2,369.06	728.95	1,640.11	9/9/2022
50293	Lifeguard	1	405.59	49.33	356.26	9/9/2022
50294	Chief of Police	1	4,482.69	1,153.10	3,329.59	9/9/2022
50295	Police Officer I	1	2,476.15	518.50	1,957.65	9/9/2022
50296	Lifeguard	1	630.00	63.20	566.80	9/9/2022
50297	Code Compliance	1	1,918.40	566.66	1,351.74	9/9/2022
50298	Maintenance Worker III	1	1,984.91	425.58	1,559.33	9/9/2022
50299	Accounting Manager	1	3,086.34	1,055.92	2,030.42	9/9/2022
50300	Maintenance Worker II Street	1	2,370.34	648.10	1,722.24	9/9/2022
50301	Event Center Coordinat	1	1,965.89	628.74	1,337.15	9/9/2022
50302	Sergeant	1	4,784.46	1,223.58	3,560.88	9/9/2022
50303	Lifeguard	1	72.55	5.55	67.00	9/9/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50304	Assistant to the City	1	6,974.22	2,371.21	4,603.01	9/9/2022
50305	PT Snow Plowing	1	941.34	101.01	840.33	9/9/2022
50306	Police Officer I	1	2,596.22	633.94	1,962.28	9/9/2022
50307	Sports Coordinator	1	1,879.45	458.33	1,421.12	9/9/2022
50308	Maintenance Worker I -	1	1,421.40	547.45	873.95	9/9/2022
50309	Lifeguard	1	253.91	24.43	229.48	9/9/2022
50310	Dispatcher I	1	1,621.20	469.05	1,152.15	9/9/2022
50311	PD Admin Assist/Teen C	1	2,287.94	648.01	1,639.93	9/9/2022
50312	Lifeguard	1	1,513.60	354.35	1,159.25	9/9/2022
50313	Finance Admin. Asst./C	1	1,830.40	582.64	1,247.76	9/9/2022
50314	Sergeant	1	3,169.29	1,163.10	2,006.19	9/9/2022
50315	Police Officer	1	3,044.12	581.49	2,462.63	9/9/2022
50316	Dispatch II	1	1,895.49	439.85	1,455.64	9/9/2022
50317	HR Generalist	1	2,694.86	1,005.45	1,689.41	9/9/2022
50318	Water Treatment Operat	1	2,496.10	565.97	1,930.13	9/9/2022
50319	Communication and Mark	1	2,084.42	540.55	1,543.87	9/9/2022
50320	Police Officer I	1	2,241.49	416.99	1,824.50	9/9/2022
50321	Pool Attendant	1	56.06	4.29	51.77	9/9/2022
50322	Lifeguard	1	141.79	10.85	130.94	9/9/2022
50323	Parks and Rec Director	1	3,985.25	1,411.33	2,573.92	9/9/2022
50324	Lifeguard	1	497.92	54.09	443.83	9/9/2022
50325	Lifeguard	1	909.99	184.83	725.16	9/9/2022
50326	Construction Inspector	1	2,322.60	923.93	1,398.67	9/9/2022
50327	Maintenance Worker II - Stree	1	1,596.00	301.24	1,294.76	9/9/2022
50328	WWTO	1	1,688.60	325.55	1,363.05	9/9/2022
50329	City Manager	1	5,346.16	1,727.13	3,619.03	9/9/2022
50330	City Clerk/Deputy City	1	4,383.59	2,353.66	2,029.93	9/9/2022
50331	Corporal	1	4,781.26	1,389.63	3,391.63	9/9/2022
50332	Lifeguard	1	112.12	8.59	103.53	9/9/2022
50333	Dispatcher II	1	1,906.18	540.26	1,365.92	9/9/2022
50334	WWTO	1	1,689.60	519.52	1,170.08	9/9/2022
50335	Crew Chief - Fleet	1	3,151.46	1,298.55	1,852.91	9/9/2022
50336	Police Officer	1	2,973.92	602.21	2,371.71	9/9/2022
50337	Presiding Municipal Co	1	1,651.23	289.81	1,361.42	9/9/2022
50338	Maintenance Worker I P	1	1,377.73	321.16	1,056.57	9/9/2022
50339	P&R Sports Site Supv	1	210.86	16.12	194.74	9/9/2022
50340	UPCC-ASSISTANT	1	575.28	103.54	471.74	9/9/2022
50341	Lifeguard	1	336.00	26.72	309.28	9/9/2022
50342	Deputy City Clerk	1	1,984.92	543.46	1,441.46	9/9/2022
50343	Dispatcher	1	1,796.39	361.40	1,434.99	9/9/2022
50344	Victim Advocate	1	817.91	85.57	732.34	9/9/2022
50345	Assistant Aquatics Manager	1	1,764.60	458.71	1,305.89	9/9/2022
50346	Victims Advocate Coord	1	2,955.96	1,630.62	1,325.34	9/9/2022
50347	Lifeguard	1	129.28	9.88	119.40	9/9/2022
50348	Superintendent	1	3,213.84	949.70	2,264.14	9/9/2022
50349	Police Officer I	1	2,846.68	864.01	1,982.67	9/9/2022
50350	Lifeguard	1	58.63	4.48	54.15	9/9/2022
50351	Maint. Worker II - Str	1	2,341.37	715.71	1,625.66	9/9/2022
50352	Lifeguard	1	1,544.90	479.89	1,065.01	9/9/2022
50353	Lifeguard	1	207.74	17.89	189.85	9/9/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50354	Police Officer II	1	4,367.64	1,561.92	2,805.72	9/9/2022
50355	Planning Director	1	4,228.80	1,964.26	2,264.54	9/9/2022
50356	City Engineer	1	4,644.23	1,295.59	3,348.64	9/9/2022
50357	Help Desk Tech	1	1,817.60	367.99	1,449.61	9/9/2022
50358	Utilities Technician	1	2,650.29	1,169.10	1,481.19	9/9/2022
50359	Permit Technician	1	1,054.65	295.16	759.49	9/9/2022
50360	WWTO A	1	2,702.88	949.67	1,753.21	9/9/2022
50361	Lead Lifeguard	1	902.38	163.49	738.89	9/9/2022
50362	Lifeguard	1	79.75	6.10	73.65	9/9/2022
50363	WWTP Chief Operator	1	3,271.43	1,357.77	1,913.66	9/9/2022
50364	Lifeguard	1	257.21	24.68	232.53	9/9/2022
50365	Fleet Mechanic II	1	2,223.44	648.65	1,574.79	9/9/2022
50366	Lifeguard	1	187.96	16.37	171.59	9/9/2022
50367	Lifeguard	1	765.02	113.21	651.81	9/9/2022
50368	Lifeguard	1	263.80	25.18	238.62	9/9/2022
50369	Dispatch Supervisor	1	2,709.19	989.96	1,719.23	9/9/2022
50370	Police Officer I	1	3,207.39	1,004.19	2,203.20	9/9/2022
50371	Maint. Worker III - St	1	2,771.16	956.01	1,815.15	9/9/2022
50372	Crew Chief - PBG	1	2,695.19	769.52	1,925.67	9/9/2022
50373	Finance Director	1	4,763.64	1,381.16	3,382.48	9/9/2022
50374	Police Officer II	1	2,405.08	585.06	1,820.02	9/9/2022
50375	Aquatic Manager	1	2,862.30	851.16	2,011.14	9/9/2022
50376	WTP CHIEF OPERATOR	1	4,059.96	1,948.19	2,111.77	9/9/2022
50377	Utilities Director/Dep	1	5,110.78	2,336.35	2,774.43	9/9/2022
50378	Lifeguard	1	115.41	8.83	106.58	9/9/2022
50379	Lifeguard	1	217.64	19.65	197.99	9/9/2022
50380	Front Desk Representative/Lif	1	900.82	135.99	764.83	9/9/2022
50381	WTO	1	1,864.60	372.52	1,492.08	9/9/2022
50382	Fleet Mechanic I	1	1,990.62	412.22	1,578.40	9/23/2022
50383	Finance Technician	1	1,589.54	420.56	1,168.98	9/23/2022
50384	Corporal	1	3,926.22	836.49	3,089.73	9/23/2022
50385	Assistant Dispatch Supervisor	1	2,129.48	677.63	1,451.85	9/23/2022
50386	Police Officer I	1	2,946.78	690.52	2,256.26	9/23/2022
50387	Dispatcher I	1	1,753.40	462.71	1,290.69	9/23/2022
50388	Utility Billing Techni	1	1,952.00	654.66	1,297.34	9/23/2022
50389	Planner	1	2,596.08	788.85	1,807.23	9/23/2022
50390	Maintenance Worker II Field S	1	1,695.96	406.21	1,289.75	9/23/2022
50391	Water Fitness Instruct	1	299.72	22.93	276.79	9/23/2022
50392	WWTO	1	2,095.80	589.87	1,505.93	9/23/2022
50393	Crew Chief-Field Service	1	2,988.72	1,371.28	1,617.44	9/23/2022
50394	Dispatcher	1	1,874.58	368.78	1,505.80	9/23/2022
50395	MUNICIPAL COURT CLERK	1	1,594.08	351.25	1,242.83	9/23/2022
50396	Maintenance Worker I P	1	1,504.48	367.59	1,136.89	9/23/2022
50397	Police Officer II	1	2,531.66	448.75	2,082.91	9/23/2022
50398	Sergeant	1	2,957.94	1,279.02	1,678.92	9/23/2022
50399	Assistant Dispatch Supervisor	1	2,262.58	692.32	1,570.26	9/23/2022
50400	Lifeguard	1	230.83	21.65	209.18	9/23/2022
50401	Chief of Police	1	4,482.69	1,153.09	3,329.60	9/23/2022
50402	Police Officer I	1	2,570.27	534.14	2,036.13	9/23/2022
50403	Lifeguard	1	1,323.00	179.89	1,143.11	9/23/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50404	Code Compliance	1	1,918.40	566.66	1,351.74	9/23/2022
50405	Maintenance Worker III	1	1,684.80	356.65	1,328.15	9/23/2022
50406	Accounting Manager	1	3,086.34	1,055.90	2,030.44	9/23/2022
50407	Maintenance Worker II Street	1	2,370.34	648.11	1,722.23	9/23/2022
50408	Event Center Coordinat	1	1,965.89	628.74	1,337.15	9/23/2022
50409	Sergeant	1	3,006.35	902.63	2,103.72	9/23/2022
50410	Lifeguard	1	125.31	9.59	115.72	9/23/2022
50411	Lifeguard	1	204.45	17.63	186.82	9/23/2022
50412	PT Snow Plowing	1	568.05	55.46	512.59	9/23/2022
50413	Police Officer I	1	2,658.04	654.28	2,003.76	9/23/2022
50414	Sports Coordinator	1	1,879.45	458.33	1,421.12	9/23/2022
50415	Maintenance Worker I -	1	1,421.40	547.45	873.95	9/23/2022
50416	Lifeguard	1	191.26	16.63	174.63	9/23/2022
50417	Dispatcher I	1	1,874.58	496.39	1,378.19	9/23/2022
50418	PD Admin Assist/Teen C	1	2,112.94	588.11	1,524.83	9/23/2022
50419	Lifeguard	1	1,513.60	354.35	1,159.25	9/23/2022
50420	Finance Admin. Asst./C	1	1,830.40	582.65	1,247.75	9/23/2022
50421	Sergeant	1	2,994.29	1,114.06	1,880.23	9/23/2022
50422	Police Officer	1	2,932.31	557.92	2,374.39	9/23/2022
50423	Dispatch II	1	2,416.67	557.91	1,858.76	9/23/2022
50424	HR Generalist	1	2,694.86	1,005.44	1,689.42	9/23/2022
50425	Water Treatment Operat	1	6,938.98	2,053.74	4,885.24	9/23/2022
50426	Communication and Mark	1	2,084.42	593.75	1,490.67	9/23/2022
50427	Police Officer I	1	2,580.53	500.46	2,080.07	9/23/2022
50428	Pool Attendant	1	130.90	10.02	120.88	9/23/2022
50429	Lifeguard	1	448.46	47.31	401.15	9/23/2022
50430	Parks and Rec Director	1	3,985.25	1,411.35	2,573.90	9/23/2022
50431	Lifeguard	1	699.07	98.59	600.48	9/23/2022
50432	Lifeguard	1	856.69	172.35	684.34	9/23/2022
50433	Construction Inspector	1	2,380.66	939.88	1,440.78	9/23/2022
50434	Maintenance Worker II - Stree	1	1,596.00	301.24	1,294.76	9/23/2022
50435	City Manager	1	5,346.16	1,727.12	3,619.04	9/23/2022
50436	City Clerk/Deputy City	1	4,383.59	2,353.65	2,029.94	9/23/2022
50437	Corporal	1	4,669.08	1,356.07	3,313.01	9/23/2022
50438	Lifeguard	1	75.08	5.74	69.34	9/23/2022
50439	Dispatcher II	1	2,347.04	674.57	1,672.47	9/23/2022
50440	WWTO	1	1,689.60	519.52	1,170.08	9/23/2022
50441	Crew Chief - Fleet	1	2,976.46	1,255.56	1,720.90	9/23/2022
50442	Police Officer	1	5,319.20	1,095.37	4,223.83	9/23/2022
50443	WWTO B	1	2,070.64	438.64	1,632.00	9/23/2022
50444	Presiding Municipal Co	1	1,415.34	233.27	1,182.07	9/23/2022
50445	Maintenance Worker I P	1	1,377.73	321.18	1,056.55	9/23/2022
50446	P&R Sports Site Supv	1	251.41	19.24	232.17	9/23/2022
50447	UPCC-ASSISTANT	1	575.28	103.54	471.74	9/23/2022
50448	Lifeguard	1	336.00	26.70	309.30	9/23/2022
50449	Deputy City Clerk	1	1,984.92	543.47	1,441.45	9/23/2022
50450	Dispatcher	1	1,377.74	237.66	1,140.08	9/23/2022
50451	Victim Advocate	1	790.34	82.47	707.87	9/23/2022
50452	Assistant Aquatics Manager	1	1,589.60	416.32	1,173.28	9/23/2022
50453	Victims Advocate Coord	1	2,811.38	1,560.39	1,250.99	9/23/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50454	Lifeguard	1	305.57	30.38	275.19	9/23/2022
50455	Superintendent	1	3,213.84	949.70	2,264.14	9/23/2022
50456	Police Officer I	1	2,590.96	814.69	1,776.27	9/23/2022
50457	Lifeguard	1	143.14	10.96	132.18	9/23/2022
50458	Maint. Worker II - Str	1	2,341.37	715.72	1,625.65	9/23/2022
50459	Lifeguard	1	1,565.60	492.55	1,073.05	9/23/2022
50460	Lifeguard	1	105.52	8.07	97.45	9/23/2022
50461	Police Officer II	1	4,366.92	1,561.76	2,805.16	9/23/2022
50462	Planning Director	1	4,228.80	1,964.25	2,264.55	9/23/2022
50463	City Engineer	1	4,644.23	1,295.09	3,349.14	9/23/2022
50464	Lifeguard	1	102.22	7.82	94.40	9/23/2022
50465	Help Desk Tech	1	1,817.60	367.99	1,449.61	9/23/2022
50466	Utilities Technician	1	2,650.29	1,169.10	1,481.19	9/23/2022
50467	Permit Technician	1	900.60	260.96	639.64	9/23/2022
50468	WWTO A	1	2,702.88	949.66	1,753.22	9/23/2022
50469	Fitness Instructor	1	47.97	3.67	44.30	9/23/2022
50470	Lead Lifeguard	1	791.96	136.80	655.16	9/23/2022
50471	Lifeguard	1	221.13	19.92	201.21	9/23/2022
50472	WWTP Chief Operator	1	3,912.59	1,527.17	2,385.42	9/23/2022
50473	Lifeguard	1	296.13	28.65	267.48	9/23/2022
50474	Fleet Mechanic II	1	2,223.44	648.65	1,574.79	9/23/2022
50475	Lifeguard	1	240.72	22.42	218.30	9/23/2022
50476	Lifeguard	1	708.96	100.33	608.63	9/23/2022
50477	Dispatch Supervisor	1	2,583.19	961.98	1,621.21	9/23/2022
50478	Police Officer I	1	3,424.59	1,065.12	2,359.47	9/23/2022
50479	Maint. Worker III - St	1	2,771.16	948.79	1,822.37	9/23/2022
50480	Lifeguard	1	13.19	1.02	12.17	9/23/2022
50481	Crew Chief - PBG	1	2,520.19	728.12	1,792.07	9/23/2022
50482	Finance Director	1	4,763.64	1,381.14	3,382.50	9/23/2022
50483	Police Officer II	1	3,979.50	1,023.02	2,956.48	9/23/2022
50484	Aquatic Manager	1	2,862.30	851.15	2,011.15	9/23/2022
50485	WTP CHIEF OPERATOR	1	4,059.96	1,948.20	2,111.76	9/23/2022
50486	Utilities Director/Dep	1	5,110.78	2,335.77	2,775.01	9/23/2022
50487	Lifeguard	1	115.41	8.82	106.59	9/23/2022
50488	Lifeguard	1	132.47	10.14	122.33	9/23/2022
50489	Front Desk Representative/Lif	1	910.88	137.78	773.10	9/23/2022
50490	WTO	1	1,689.60	333.63	1,355.97	9/23/2022
50491	Lifeguard	1	125.00	9.57	115.43	9/30/2022
50492	Water Fitness Instruct	1	100.00	7.65	92.35	9/30/2022
50493	Lifeguard	1	150.00	11.48	138.52	9/30/2022
50494	Lifeguard	1	50.00	3.83	46.17	9/30/2022
50495	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50496	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50497	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50498	Pool Attendant	1	100.00	7.65	92.35	9/30/2022
50499	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50500	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50501	Lifeguard	1	150.00	11.48	138.52	9/30/2022
50502	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50503	Assistant Aquatics Manager	1	150.00	11.47	138.53	9/30/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50504	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50505	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50506	Lifeguard	1	125.00	9.56	115.44	9/30/2022
50507	Lifeguard	1	50.00	3.83	46.17	9/30/2022
50508	Lead Lifeguard	1	150.00	11.47	138.53	9/30/2022
50509	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50510	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50511	Lifeguard	1	100.00	7.65	92.35	9/30/2022
50512	Lifeguard	1	125.00	9.56	115.44	9/30/2022
50513	Lifeguard	1	125.00	9.56	115.44	9/30/2022
50514	Lifeguard	1	50.00	3.82	46.18	9/30/2022
50515	Lifeguard	1	125.00	9.56	115.44	9/30/2022
50516	Lifeguard	1	100	7.65	92.35	9/30/2022
			477,834.32	144,936.10	332,898.22	



City of Woodland Park Staff Report for City Council

Meeting Date: November 17, 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 summary of the Council and Mayor Expenses for September 2022.

September 2022

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Emergency Management	\$2,300	\$0.00	\$1,392.00	\$908.00	61%
Miscellaneous expenses	\$15,650	\$0.00	\$11,014.53	\$4,635.47	70%
Training/Travel	\$2,400	\$0.00	\$8,027.38	-\$5,627.38	334%
Supplies	\$150	\$0.00	\$58.20	\$91.80	39%
Meetings/Mileage/Meals	\$1,500	\$265.75	\$834.44	\$665.56	56%
Special Projects	\$500	\$0.00	\$0.00	\$500.00	0%
Total	\$22,500	\$266	\$21,327	\$1,173.45	95%



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Aaron Vassalotti, Finance Director

DATE: November 17, 2022

SUBJECT: Approval of the October 2022 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof.
(Presenter, Finance Director Aaron Vassalotti)

BACKGROUND: Approval of the October 2022 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof.

RECOMMENDATION: Approval of the October 2022 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof.

ATTACHMENTS: 1. Statement of Expenditures-October 2022



City of Woodland Park Staff Report for City Council

Meeting Date: November 17, 2022

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
5B	Finance	Aaron Vassalotti Finance Director

ITEM:

October 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

October 2022	
Accounts Payable Checks	368,099.83
Payroll Checks	431,545.74
CEBT	83,085.36
Vectra Visa credit card EFT	19,926.46
Total	<u>902,657.39</u>

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

STAFF RECOMMENDATION:

Approve October 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
115281	CHK	A	4 RIVERS EQUIPMENT #96 REPAIR	130 1360302	1	165.35 165.35	0.00 0.00	165.35 165.35	10/06/2022		43603
115282	CHK	A	BIRCHAM'S 09/22 CHARGES	75 349014	1	547.07 547.07	0.00 0.00	547.07 547.07	10/06/2022		43603
115283	CHK	A	CAMFIL FARR BRANCH OPERATIONS FILTERS - WWTP	3668 30330608	1	1,132.80 1,132.80	0.00 0.00	1,132.80 1,132.80	10/06/2022		43603
115284	CHK	A	CAPITAL ONE, N.A. 08/22-09/22 CHARGES 08/22-09/22 CHARGES	5298 9192022 9192022	2	391.72 391.72 391.72	0.00 0.00 0.00	391.72 369.45 22.27	10/06/2022		43603
115285	CHK	A	CCP INDUSTRIES SUPPLIES - WWTP	4180 IN03108380	1	233.39 233.39	0.00 0.00	233.39 233.39	10/06/2022		43603
115286	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FLEET	4977 4132986005	1	111.67 111.67	0.00 0.00	111.67 111.67	10/06/2022		43603
115287	CHK	A	COLORADO RURAL WATER ASSOC 2022 MEMBERSHIP RENEWAL 2022 MEMBERSHIP RENEWAL	963 20496 20496	2	450.00 450.00 450.00	0.00 0.00 0.00	450.00 292.50 157.50	10/06/2022		43603
115288	CHK	A	CORE & MAIN LP METER SETTER REPLACEMENT CLAMP	4980 R282807 R455507	2	830.22 223.22 607.00	0.00 0.00 0.00	830.22 223.22 607.00	10/06/2022		43603
115289	CHK	A	CORE ELECTRIC COOPERATIVE ENGINEER AGREEMENT - 3R PUMP	5316 22023141	1	917.00 917.00	0.00 0.00	917.00 917.00	10/06/2022		43603
115290	CHK	A	CPRA COLO. PARKS & RECREATION BANQUET TICKETS	109 200015607	1	490.00 490.00	0.00 0.00	490.00 490.00	10/06/2022		43603
115291	CHK	A	DATE WITH PAINT INSTRUCTOR - P&R	5352 10032022	1	168.75 168.75	0.00 0.00	168.75 168.75	10/06/2022		43603
115292	CHK	A	DONNA FITZGERALD INSTRUCTOR - P&R	5405 10032022	1	25.50 25.50	0.00 0.00	25.50 25.50	10/06/2022		43603
115293	CHK	A	ELECTRIC SERVICE OF COLORADO L WOODLAND VILLAGE ELEC. REPAIR	4369 6640	1	225.00 225.00	0.00 0.00	225.00 225.00	10/06/2022		43603
115294	CHK	A	ENGER, JANE INSTRUCTOR - P&R	3876 10032022	1	82.00 82.00	0.00 0.00	82.00 82.00	10/06/2022		43603
115295	CHK	A	FARIS MACHINERY CO. HEADSETS - ST	1712 H00606	1	2,244.70 2,244.70	0.00 0.00	2,244.70 2,244.70	10/06/2022		43603
115296	CHK	A	FISHER SCIENTIFIC SUPPLIES - WWTP	258 6224365	1	401.95 401.95	0.00 0.00	401.95 401.95	10/06/2022		43603
115297	CHK	A	GOTO COMMUNICATIONS, INC. 10/22 CHARGES	5410 IN7101474476	1	2,569.03 2,569.03	0.00 0.00	2,569.03 2,569.03	10/06/2022		43603
115298	CHK	A	GRAINGER INC. GASKET - WTP	282 9449636647	1	171.69 171.69	0.00 0.00	171.69 171.69	10/06/2022		43603

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
115299	CHK	A	HR GREEN FIBER & BROADBAND, LL	5124	1	764.00	0.00	764.00	10/06/2022		43603
			Fiber Optic Concept Design Ser	155687		764.00	0.00	764.00			
115300	CHK	A	KISSINGER & FELLMAN, P.C.	3884	1	428.90	0.00	428.90	10/06/2022		43603
			08/22 LEGAL SERVICES	2946		428.90	0.00	428.90			
115301	CHK	A	KS STATEBANK	5217	1	377.98	0.00	377.98	10/06/2022		43603
			KYOCERA COPIER - WAC	57341-11-2022		377.98	0.00	377.98			
115302	CHK	A	LOGAN SIMPSON DESIGN INC	5282	1	2,248.83	0.00	2,248.83	10/06/2022		43603
			PTOS Master Plan	30253		2,248.83	0.00	2,248.83			
115303	CHK	A	BURNIE KING	1	1	31.23	0.00	31.23	10/06/2022		43603
			UTILITY DEPOSIT REFUND	3647.15		31.23	0.00	31.23			
115304	CHK	A	JOANN L. JONES	1	3	93.08	0.00	93.08	10/06/2022		43603
			UTILITY REFUND	4184.03		93.08	0.00	84.69			
			UTILITY REFUND	4184.03		93.08	0.00	8.13			
			UTILITY REFUND	4184.03		93.08	0.00	0.26			
115305	CHK	A	MUNICIPAL TREATMENT EQUIPMENT	451	1	468.39	0.00	468.39	10/06/2022		43603
			MARCH WET END	22209		468.39	0.00	468.39			
115306	CHK	A	PEAK INTERNET	3141	1	314.80	0.00	314.80	10/06/2022		43603
			WP SIGN & BALANCE DUE	431909		314.80	0.00	314.80			
115307	CHK	A	PHIL LONG FORD	504	2	44.01	0.00	44.01	10/06/2022		43603
			BOLTS	912173		10.30	0.00	10.30			
			#49 REPAIR	912652		33.71	0.00	33.71			
115308	CHK	A	PIKES PEAK REGIONAL BUILDING D	4647	1	675.67	0.00	675.67	10/06/2022		43603
			09/2022 PLAN FEES	10052022		675.67	0.00	675.67			
115309	CHK	A	PRIORITY RESEARCH	4392	1	69.30	0.00	69.30	10/06/2022		43603
			BACKGROUND CHECKS	1000584		69.30	0.00	69.30			
115310	CHK	A	SGS ACCUTEST INC.	4859	1	213.00	0.00	213.00	10/06/2022		43603
			07/22WATER QUALITY TEST	52160140799		213.00	0.00	213.00			
115311	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI	2805	1	224.50	0.00	224.50	10/06/2022		43603
			LIQUOR PURCHASE	2924113		224.50	0.00	224.50			
115312	CHK	A	STANDARD INSURANCE COMPANY	1091	1	1,796.30	0.00	1,796.30	10/06/2022		43603
			10/22 STD & LTD	09162022		1,796.30	0.00	1,796.30			
115313	CHK	A	TEVIN M. JAMES	5409	1	58.00	0.00	58.00	10/06/2022		43603
			OFFICIAL - P&R	09262022		58.00	0.00	58.00			
115314	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	2	1,932.27	0.00	1,932.27	10/06/2022		43603
			CHEMICALS - WAC	222012		813.00	0.00	813.00			
			CHEMICALS - WAC	90333		1,119.27	0.00	1,119.27			
115315	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	382.20	0.00	382.20	10/06/2022		43603
			UTILITY LOCATES	222091517		382.20	0.00	133.77			
			UTILITY LOCATES	222091517		382.20	0.00	248.43			

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
115316	CHK	A	USA BLUEBOOK	1779	2	907.14	0.00	907.14	10/06/2022		43603
			NITRILE GLOVES	100243		40.31	0.00	40.31			
			SUPPLIES - WWTP	109812		866.83	0.00	866.83			
115317	CHK	A	VERO BROADBAND, LLC	5423	5	26,499.88	0.00	26,499.88	10/06/2022		43603
			05/22-10/22 CHARGES	10042022		22,901.72	0.00	1,159.11			
			05/22-10/22 CHARGES	10042022		22,901.72	0.00	18,907.88			
			05/22-10/22 CHARGES	10042022		22,901.72	0.00	1,675.62			
			05/22-10/22 CHARGES	10042022		22,901.72	0.00	1,159.11			
			05/22-10/22 CHARGES	10042022-1		3,598.16	0.00	3,598.16			
115318	CHK	A	WILSON WILLIAMS LLP	5287	1	15,945.10	0.00	15,945.10	10/06/2022		43603
			09/2022 LEGAL FEES	172		15,945.10	0.00	15,945.10			
115319	CHK	A	WIN-911 SOFTWARE	5088	1	800.00	0.00	800.00	10/06/2022		43603
			2023 RENEWAL	X47E4C724-20221229		800.00	0.00	800.00			
115324	CHK	A	ACA SECURITY, INC	4212	1	330.00	0.00	330.00	10/13/2022		43626
			QUARTERLY MONITORING FEE	19425		330.00	0.00	330.00			
115325	CHK	A	BADGER METER INC	4278	1	14,400.00	0.00	14,400.00	10/13/2022		43626
			Badger Meter Upgrade Project	1498212A		14,400.00	0.00	14,400.00			
115326	CHK	A	BRIAN E. BUNDY	5208	1	504.00	0.00	504.00	10/13/2022		43626
			ACCT. SUPPORT SERVICES	10102022		504.00	0.00	504.00			
115327	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	2	178.60	0.00	178.60	10/13/2022		43626
			UNIFORM - ROTH	22-10648		53.20	0.00	53.20			
			UNIFORM - TROEGER	22-10649		125.40	0.00	125.40			
115328	CHK	A	CENTURYLINK	4342	2	407.90	0.00	407.90	10/13/2022		43626
			08/2022 CHARGES	9252022		407.90	0.00	142.12			
			08/2022 CHARGES	9252022		407.90	0.00	265.78			
115329	CHK	A	CHAD MILDBRANDT	5159	1	182.00	0.00	182.00	10/13/2022		43626
			BARTENDING	10102022		182.00	0.00	182.00			
115330	CHK	A	CINTAS FIRE PROTECTION	3604	1	140.54	0.00	140.54	10/13/2022		43626
			INSPECTION - PD	0F47568000		140.54	0.00	140.54			
115331	CHK	A	CIRSA	144	2	102,082.60	0.00	102,082.60	10/13/2022		43626
			4TH Q PROPERTY & CASUALTY	221767		66,949.60	0.00	66,949.60			
			4TH Q WORKERS COMP	W22666		35,133.00	0.00	35,133.00			
115332	CHK	A	CITY FINANCE ACCTS REC	1914	1	4,230.00	0.00	4,230.00	10/13/2022		43626
			RADIO & CONSOLETES SERVICE	RAD2266		4,230.00	0.00	4,230.00			
115333	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	41,587.27	0.00	41,587.27	10/13/2022		43626
			09/2022 CHARGES	10032022		41,587.27	0.00	11,766.50			
			09/2022 CHARGES	10032022		41,587.27	0.00	6,269.98			
			09/2022 CHARGES	10032022		41,587.27	0.00	11,240.08			
			09/2022 CHARGES	10032022		41,587.27	0.00	12,310.71			
115334	CHK	A	CPS DISTRIBUTORS, INC	194	1	532.65	0.00	532.65	10/13/2022		43626
			ICE MELT - F&G	0008168203-001		532.65	0.00	532.65			

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115335	CHK	A	CRUM ELECTRIC SUPPLY CO. BREAKER - WWTP	2866 2403066-00	1	1,200.00 1,200.00	0.00 0.00	1,200.00 1,200.00	10/13/2022		43626
115336	CHK	A	DAVE HALTER REPAIR - SPRINKLER VALVES	5424 4306	1	740.00 740.00	0.00 0.00	740.00 740.00	10/13/2022		43626
115337	CHK	A	DISPLAY SALES CO FLAGS - F&G	4559 INV-033648	1	167.00 167.00	0.00 0.00	167.00 167.00	10/13/2022		43626
115338	CHK	A	EMBLEM ENTERPRISES Uniform Patches	5425 865793	1	806.89 806.89	0.00 0.00	806.89 806.89	10/13/2022		43626
115339	CHK	A	GALLS, LLC Navy Blue Uniform Shirts	5221 10102022	1	3,147.56 3,147.56	0.00 0.00	3,147.56 3,147.56	10/13/2022		43626
115340	CHK	A	HIGH COUNTRY PEST CONTROL 09/2022 PEST CONTROL	3822 122765	1	112.00 112.00	0.00 0.00	112.00 112.00	10/13/2022		43626
115341	CHK	A	HOLMAN PLOW BLADES & FEET - ST	4630 1884075	1	1,687.02 1,687.02	0.00 0.00	1,687.02 1,687.02	10/13/2022		43626
115342	CHK	A	HOPFE AUTOMOTIVE #60 REPAIR	3502 14437	1	137.42 137.42	0.00 0.00	137.42 137.42	10/13/2022		43626
115343	CHK	A	KIMLEY-HORN AND ASSOCIATES, INC Hwy 67 Widening	5164 096883003-0922	1	1,500.00 1,500.00	0.00 0.00	1,500.00 1,500.00	10/13/2022		43626
115344	CHK	A	KROGER-KING SOOPERS CUST CHGS 10/22 CHARGES	145 10112022	1	52.71 52.71	0.00 0.00	52.71 52.71	10/13/2022		43626
115345	CHK	A	KUBWATER RESOURCES INC COMPOST - WWTP	4643 11349	1	4,633.85 4,633.85	0.00 0.00	4,633.85 4,633.85	10/13/2022		43626
115346	CHK	A	LEXIS NEXIS ACCURINT 09/2022 CONTRACT FEE	3379 1209360-20220930	1	30.50 30.50	0.00 0.00	30.50 30.50	10/13/2022		43626
115347	CHK	A	MACDOUGALL & WOLDRIDGE, PC PROFESSIONAL FEES	1228 162457	1	1,575.00 1,575.00	0.00 0.00	1,575.00 1,575.00	10/13/2022		43626
115348	CHK	A	HILARY LABARRE REIMBURSEMENT	1 10032022	1	745.19 745.19	0.00 0.00	745.19 745.19	10/13/2022		43626
115349	CHK	A	CITY OF WOODLAND PARK CORNHOLE CASH PRIZE MONEY	1 10112022	1	900.00 900.00	0.00 0.00	900.00 900.00	10/13/2022		43626
115350	CHK	A	SARAH MINTON MILEAGE REIMBURSEMENT	1 10122022	1	80.37 80.37	0.00 0.00	80.37 80.37	10/13/2022		43626
115351	CHK	A	WILL CUNNINGHAM UTILITY REFUND	1 2455.01	1	34.67 34.67	0.00 0.00	34.67 34.67	10/13/2022		43626
115352	CHK	A	KEVIN E LYNCH UTILITY REFUND	1 3046.02	1	200.00 200.00	0.00 0.00	200.00 200.00	10/13/2022		43626
115353	CHK	A	JOSH OVERTON UTILITY REFUND	1 4637.04	1	71.31 71.31	0.00 0.00	71.31 71.31	10/13/2022		43626

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115354	CHK	A	GERI DIETHELM UTILITY REFUND	1 6130.01	1	75.00 75.00	0.00 0.00	75.00 75.00	10/13/2022		43626
115355	CHK	A	STACKED HANDS LLC UTILITY REFUND	1 6137.01	1	27.05 27.05	0.00 0.00	27.05 27.05	10/13/2022		43626
115356	CHK	A	NAPA AUTO PARTS 09/2022 CHARGES 09/2022 CHARGES 09/2022 CHARGES	2048 9/30/2022 9/30/2022 9/30/2022	3	688.36 688.36 688.36 688.36	0.00 0.00 0.00 0.00	688.36 1.77 683.30 3.29	10/13/2022		43626
115357	CHK	A	O'REILLY AUTOMOTIVE STORES, IN 09/2022 CHARGES	4531 9282022	1	44.33 44.33	0.00 0.00	44.33 44.33	10/13/2022		43626
115358	CHK	A	OCCUPATIONAL HEALTH CENTERS OF PRE-EMPLOYMENT ARAGON, MARTIN	5300 15990480	1	230.00 230.00	0.00 0.00	230.00 230.00	10/13/2022		43626
115359	CHK	A	PHIL LONG FORD #92 REPAIR #60 REPAIR	504 913292 913426	2	970.35 781.84 188.51	0.00 0.00 0.00	970.35 781.84 188.51	10/13/2022		43626
115360	CHK	A	PITNEY BOWES GLOBAL FINANCIAL 10/22 POSTAGE METER LEASE	2479 3316388243	1	90.00 90.00	0.00 0.00	90.00 90.00	10/13/2022		43626
115361	CHK	A	PLANT ENGINEERING CONSULTANTS, HVAC for UPPC	5391 14996	1	3,947.58 3,947.58	0.00 0.00	3,947.58 3,947.58	10/13/2022		43626
115362	CHK	A	POTESTIO BROTHERS EQUIP INC #80 REPAIR	2312 76600C	1	206.73 206.73	0.00 0.00	206.73 206.73	10/13/2022		43626
115363	CHK	A	PROFORCE LAW ENFORCEMENT TRIAL TINY GUN	3727 495375	1	429.00 429.00	0.00 0.00	429.00 429.00	10/13/2022		43626
115364	CHK	A	QUADIENT FINANCE USA, INC POSTAGE METER REFILL	5204 09272022	1	500.00 500.00	0.00 0.00	500.00 500.00	10/13/2022		43626
115365	CHK	A	REBECCA ALLEN 09/22 HOURS	5329 114	1	200.00 200.00	0.00 0.00	200.00 200.00	10/13/2022		43626
115366	CHK	A	SCHMIDT CONSTRUCTION ASPHALT - STREETS ASPHALT - ST	559 2740063 2741030	2	1,091.30 414.40 676.90	0.00 0.00 0.00	1,091.30 414.40 676.90	10/13/2022		43626
115367	CHK	A	SCHUMACHER'S #91 REPAIR	561 72151	1	85.95 85.95	0.00 0.00	85.95 85.95	10/13/2022		43626
115368	CHK	A	SHERWIN-WILLIAMS PAINT SUPPLILES - F&G SUPPLIES - F&G	1890 0084-3 0085-0	2	544.92 538.35 6.57	0.00 0.00 0.00	544.92 538.35 6.57	10/13/2022		43626
115369	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE	581 S0072954	1	96.61 96.61	0.00 0.00	96.61 96.61	10/13/2022		43626
115370	CHK	A	SOLITUDE LAKE MANAGEMENT MEMORIAL POND MAINT.	5073 PSI-09413	1	408.00 408.00	0.00 0.00	408.00 408.00	10/13/2022		43626

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115371	CHK	A	RED BARON CAR WASH 09/2022 CHARGES	4191 2123	1	429.00 429.00	0.00 0.00	429.00 429.00	10/13/2022		43626
115372	CHK	A	TDS BROADBAND LLC 10/2022 CHARGES 10/22 METROE CONNECTION	5335 09252022 09252022A	2	325.63 92.45 233.18	0.00 0.00 0.00	325.63 92.45 233.18	10/13/2022		43626
115373	CHK	A	TIAA COMMERCIAL FINANCE, INC 10/22 COPIER CONTRACT	5175 9179105	1	594.00 594.00	0.00 0.00	594.00 594.00	10/13/2022		43626
115374	CHK	A	TRACTOR SUPPLY COMPANY 09/2022 CHARGES	4753 9292022	1	331.92 331.92	0.00 0.00	331.92 331.92	10/13/2022		43626
115375	CHK	A	UNITED REPROGRAPHIC SUPPLY 10/22 BILLING FORMAT PRINTER	4285 3865747	1	98.00 98.00	0.00 0.00	98.00 98.00	10/13/2022		43626
115376	CHK	A	UPS STORE #1374 09/2022 CHARGES	416 9302022	1	114.09 114.09	0.00 0.00	114.09 114.09	10/13/2022		43626
115377	CHK	A	USA BLUEBOOK SWIFTEST - WWTP MAG DRIVE - WTP	1779 115790 118904	2	1,293.14 151.07 1,142.07	0.00 0.00 0.00	1,293.14 151.07 1,142.07	10/13/2022		43626
115378	CHK	A	WEX HEALTH INC 09/22 FSA	5283 0001598449-IN	1	83.00 83.00	0.00 0.00	83.00 83.00	10/13/2022		43626
115379	CHK	A	WIRELESS WATCHDOGS, LLC 09/22 MAINTENANCE	5102 IN0098396	1	332.00 332.00	0.00 0.00	332.00 332.00	10/13/2022		43626
115380	CHK	A	AIS SPECIALTY PRODUCTS, INC SUPPLIES/PARTS - WWTP	3074 PSI469997	1	825.00 825.00	0.00 0.00	825.00 825.00	10/20/2022		43647
115381	CHK	A	BASLINE ENGINEERING CORPORATI ON CALL PLANNING DEV. REVIEW ON CALL PLANNING DEV. REVIEW ON CALL PLANNING DEV. REVIEW ON CALL PLANNING DEV. REVIEW ON CALL PLANNING DEV. REVIEW	5408 25581 25582 25583 25584 25585	5	4,500.00 964.00 1,605.50 1,167.50 236.50 526.50	0.00 0.00 0.00 0.00 0.00 0.00	4,500.00 964.00 1,605.50 1,167.50 236.50 526.50	10/20/2022		43647
115382	CHK	A	BLUETARP FINANCIAL SUPPLIES - WWTP SUPPLIES - STREETS	4474 50903627 50940006	2	296.87 105.97 190.90	0.00 0.00 0.00	296.87 105.97 190.90	10/20/2022		43647
115383	CHK	A	BOBCAT OF THE ROCKIES, LLC #95 REPAIR	3724 66135202	1	12.84 12.84	0.00 0.00	12.84 12.84	10/20/2022		43647
115384	CHK	A	CASELLE INC 11/22 CONTRACT 11/22 CONTRACT	2356 119997 119997	2	513.00 513.00 513.00	0.00 0.00 0.00	513.00 333.45 179.55	10/20/2022		43647
115385	CHK	A	CHAD MILDBRANDT BARTENDING - UPCC	5159 10172022	1	114.00 114.00	0.00 0.00	114.00 114.00	10/20/2022		43647
115386	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FLEET	4977 4133642985	1	135.61 135.61	0.00 0.00	135.61 135.61	10/20/2022		43647

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115387	CHK	A	CIRSA ADDITION OF VEH.&LIFTSTATION	144 221963	1	384.81 384.81	0.00 0.00	384.81 384.81	10/20/2022		43647
115388	CHK	A	COLO SPRINGS UTILITIES 3RD Q CONVEYANCE FEE	1172 10052022	1	23,650.87 23,650.87	0.00 0.00	23,650.87 23,650.87	10/20/2022		43647
115389	CHK	A	COLORADO ANALYTICAL LAB LAB SERVICES - WWTP LAB SERVICES - WWTP	4028 221004053 221004056	2	253.00 119.00 134.00	0.00 0.00 0.00	253.00 119.00 134.00	10/20/2022		43647
115390	CHK	A	COMMUNICATION SOLUTIONS #61	4040 COMSOIN35240	1	19.90 19.90	0.00 0.00	19.90 19.90	10/20/2022		43647
115391	CHK	A	CREATIVE CONCEPTS OF AMERICA STICKERS	2676 2946	1	259.35 259.35	0.00 0.00	259.35 259.35	10/20/2022		43647
115392	CHK	A	CROSS POINT POLYGRAPH POLYGRAPH - PD	5294 1105	1	200.00 200.00	0.00 0.00	200.00 200.00	10/20/2022		43647
115393	CHK	A	DANIEL ALVAREZ INTERPRETER10	5069 101222DA	1	135.00 135.00	0.00 0.00	135.00 135.00	10/20/2022		43647
115394	CHK	A	DEEP ROCK WATER MEMBERSHIP	5263 21072370100122	1	110.80 110.80	0.00 0.00	110.80 110.80	10/20/2022		43647
115395	CHK	A	DIVIDE ASPHALT AND DRIVEWAY SE EVERGREEN CIRCLE - ASPHALT	5229 22396	1	7,106.00 7,106.00	0.00 0.00	7,106.00 7,106.00	10/20/2022		43647
115396	CHK	A	FOXWORTH-GALBRAITH LUMBER CO 09/22 CHARGES 09/22 CHARGES 09/22 CHARGES	96 1032022 1032022 1032022	3	1,795.15 1,795.15 1,795.15 1,795.15	0.00 0.00 0.00 0.00	1,795.15 103.25 776.11 915.79	10/20/2022		43647
115397	CHK	A	GALLS, LLC UNIFORM - WPPD	5221 022064147	1	159.50 159.50	0.00 0.00	159.50 159.50	10/20/2022		43647
115398	CHK	A	GAZETTE, THE LEGAL NOTICE - PL	276 08312022	1	185.55 185.55	0.00 0.00	185.55 185.55	10/20/2022		43647
115399	CHK	A	GRAINGER INC. CARTRIDGE - WWTP SUPPLIES - WWTP CARTRIDGE - WWTP CLEANING SUPPLIES - WWTP	282 9465296490 9465490465 9467436722 9468404174	4	500.98 267.20 124.77 48.08 60.93	0.00 0.00 0.00 0.00 0.00	500.98 267.20 124.77 48.08 60.93	10/20/2022		43647
115400	CHK	A	HR GREEN FIBER & BROADBAND, LL Fiber Optic Concept Design Ser	5124 156381	1	573.00 573.00	0.00 0.00	573.00 573.00	10/20/2022		43647
115401	CHK	A	JACK'S TIRE & OIL MANAGEMENT C TIRES #71	5215 C39999-88 C49620-88	2	1,739.16 1,288.80 450.36	0.00 0.00 0.00	1,739.16 1,288.80 450.36	10/20/2022		43647
115402	CHK	A	JUDD'S GLASS & MIRROR #96 WINDSHIELD	5340 70363	1	190.00 190.00	0.00 0.00	190.00 190.00	10/20/2022		43647
115403	CHK	A	KISSINGER & FELLMAN, P.C.	3884	1	148.10	0.00	148.10	10/20/2022		43647

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			09/22 LEGAL SERVICES	2987		148.10	0.00	148.10			
115404	CHK	A	LAFEVER, DALTON	4494	1	260.00	0.00	260.00	10/20/2022		43647
			SOCCER OFFICIATING	10182022		260.00	0.00	260.00			
115405	CHK	A	LIGHTING, ACCESSORY & WARNING	4770	1	1,316.66	0.00	1,316.66	10/20/2022		43647
			KEYLESS ENTRY INSTALLS	21831		1,316.66	0.00	1,316.66			
115406	CHK	A	MCCANDLESS TRUCK CENTER LLC	2792	2	563.75	0.00	563.75	10/20/2022		43647
			DIAGNOSTICS & REPAIR	S103020296:01		563.75	0.00	197.32			
			DIAGNOSTICS & REPAIR	S103020296:01		563.75	0.00	366.43			
115407	CHK	A	MFCP INC.	2402	1	20.13	0.00	20.13	10/20/2022		43647
			PARTS - WTP	8482668		20.13	0.00	20.13			
115408	CHK	A	SARAH HORWOOD	1	1	259.20	0.00	259.20	10/20/2022		43647
			REIMBURSEMENT	10172022		259.20	0.00	259.20			
115409	CHK	A	CLAUDIA MILLER	1	1	65.89	0.00	65.89	10/20/2022		43647
			REIMBURSEMENT	10172022A		65.89	0.00	65.89			
115410	CHK	A	JOHN & JUDITH CHEYNEY	1	1	22.49	0.00	22.49	10/20/2022		43647
			UTILITY REFUND	1156.01A		22.49	0.00	22.49			
115411	CHK	A	WILL CUNNINGHAM	1	1	190.33	0.00	190.33	10/20/2022		43647
			UTILITY REFUND	2455.01A		190.33	0.00	190.33			
115412	CHK	A	ELAINE REIS	1	1	244.25	0.00	244.25	10/20/2022		43647
			UTILITY REFUND	3382.06		244.25	0.00	244.25			
115413	CHK	A	LAURALEE & JAMES HOFFMAN	1	1	14.31	0.00	14.31	10/20/2022		43647
			UTILITY REFUND	350.05		14.31	0.00	14.31			
115414	CHK	A	ANTHONY & KAREN ZAPICO	1	1	18.15	0.00	18.15	10/20/2022		43647
			UTILITY REFUND	365.06		18.15	0.00	18.15			
115415	CHK	A	AMY MIDDLETON	1	1	237.25	0.00	237.25	10/20/2022		43647
			UTILITY REFUND	4263.05		237.25	0.00	237.25			
115416	CHK	A	BASECAMP CONSTRUCTION LLC	1	1	103.39	0.00	103.39	10/20/2022		43647
			UTILITY DEPOSIT REFUND	6098.01		103.39	0.00	103.39			
115417	CHK	A	NATIONAL ALLIANCE/YOUTH SPORTS	3249	1	259.50	0.00	259.50	10/20/2022		43647
			FOOTBALL SUPPLIES - P&R	59300		259.50	0.00	259.50			
115418	CHK	A	NEW PIG CORP.	1429	1	489.01	0.00	489.01	10/20/2022		43647
			SUPPLIES - WWTP	23776609-00		489.01	0.00	489.01			
115419	CHK	A	PIKES PEAK TELEVISION, INC	4663	1	1,000.00	0.00	1,000.00	10/20/2022		43647
			09/22 WEATHER CAMERA	597538-3		1,000.00	0.00	1,000.00			
115420	CHK	A	ROCKY MTN. INFORMATION NETWORK	3609	1	100.00	0.00	100.00	10/20/2022		43647
			MEMBERSHIP	21779		100.00	0.00	100.00			
115421	CHK	A	SAFETY-KLEEN SYSTEMS, INC.	555	2	359.31	0.00	359.31	10/20/2022		43647
			SOLVENT SERVICE	89873891		272.31	0.00	272.31			

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			WASTE OIL REMOVAL	90004604		87.00	0.00	87.00			
115422	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	1	16.06	0.00	16.06	10/20/2022		43647
			EVENET EXPENSE	S0073446		16.06	0.00	16.06			
115423	CHK	A	STANLEY CONVERGENT SECURITY SO	4042	1	398.82	0.00	398.82	10/20/2022		43647
			11/22 MAINTENANCE	6002853991		398.82	0.00	398.82			
115424	CHK	A	TELLER COUNTY WASTE	4158	4	653.75	0.00	653.75	10/20/2022		43647
			2021-2023 Contract Disposal	10052022		653.75	0.00	88.75			
			2021-2023 Contract Disposal	10052022		653.75	0.00	299.00			
			2021-2023 Contract Disposal	10052022		653.75	0.00	227.00			
			2021-2023 Contract Disposal	10052022		653.75	0.00	39.00			
115425	CHK	A	THINK SECURITY LLC	5013	1	230.00	0.00	230.00	10/20/2022		43647
			SERVICE CALL - WPPD	01954		230.00	0.00	230.00			
115426	CHK	A	US POSTAL SERVICE	516	2	3,000.00	0.00	3,000.00	10/20/2022		43647
			UTILITY BILL MAILING	10142022		3,000.00	0.00	1,950.00			
			UTILITY BILL MAILING	10142022		3,000.00	0.00	1,050.00			
115427	CHK	A	VERIZON	3856	5	2,994.81	0.00	2,994.81	10/20/2022		43647
			09/2022 CHARGES	9916772351		2,994.81	0.00	247.62			
			09/2022 CHARGES	9916772351		2,994.81	0.00	244.03			
			09/2022 CHARGES	9916772351		2,994.81	0.00	2,226.18			
			09/2022 CHARGES	9916772351		2,994.81	0.00	194.44			
			09/2022 CHARGES	9916772351		2,994.81	0.00	82.54			
115428	CHK	A	WAGNER EQUIPMENT CO.	666	1	69.30	0.00	69.30	10/20/2022		43647
			SEAL #34	P39C0385850		69.30	0.00	69.30			
115429	CHK	A	WASTE MANAGEMENT WOODLAND PARK	3004	1	23.71	0.00	23.71	10/20/2022		43647
			DEER DISPOSAL	0006198-2517-7		23.71	0.00	23.71			
115430	CHK	A	WILLIAM MATTHEW OWEN	5421	1	1,000.00	0.00	1,000.00	10/20/2022		43647
			CARPET CLEANING - WPPD	170		1,000.00	0.00	1,000.00			
115431	CHK	A	WILLIAMS EQUIPMENT CO.	1044	2	175.93	0.00	175.93	10/20/2022		43647
			VALVE #20	22077		175.93	0.00	114.35			
			VALVE #20	22077		175.93	0.00	61.58			
115432	CHK	A	WOODLAND HARDWARE & RENTAL	2739	4	856.55	0.00	856.55	10/20/2022		43647
			09/2022 CHARGES	9302022		856.55	0.00	660.28			
			09/2022 CHARGES	9302022		856.55	0.00	28.99			
			09/2022 CHARGES	9302022		856.55	0.00	72.74			
			09/2022 CHARGES	9302022		856.55	0.00	94.54			
115435	CHK	A	BASLINE ENGINEERING CORPORATI	5408	4	1,352.00	0.00	1,352.00	10/27/2022		43660
			ON CALL PLANNING DEV. REVIEW	25812		413.50	0.00	413.50			
			LAKE ADDITION PLAT REVIEW	25813		174.00	0.00	174.00			
			STONERIDGE FILING 5	25814		473.00	0.00	473.00			
			720 W S AVE. EXEMPTION PLAT	25815		291.50	0.00	291.50			
115436	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	3	1,989.62	0.00	1,989.62	10/27/2022		43660
			REPAIR	66135733		334.36	0.00	334.36			
			CUTTING EDGES - F&G	66135734		1,584.54	0.00	1,584.54			

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
			REPAIR #97	66135804		70.72	0.00	70.72			
115437	CHK	A	BRIAN E. BUNDY ACCT. SUPPORT SERVICES	5208 10242022	1	693.00 693.00	0.00 0.00	693.00 693.00	10/27/2022		43660
115438	CHK	A	BURLAP BAG CLOTHING/BOOTS UNIFORM - LAMBERT	1356 22-10673	1	234.65 234.65	0.00 0.00	234.65 234.65	10/27/2022		43660
115439	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FL	4977 4134331195	1	111.67 111.67	0.00 0.00	111.67 111.67	10/27/2022		43660
115440	CHK	A	CORE & MAIN LP CURB BOX/RISER - F/S	4980 R706515	1	1,866.48 1,866.48	0.00 0.00	1,866.48 1,866.48	10/27/2022		43660
115441	CHK	A	EL PASO CTY PUBLIC HEALTH LABO BACTERIOLOGICAL TESTS - WTP	241 EHS20215153	1	315.00 315.00	0.00 0.00	315.00 315.00	10/27/2022		43660
115442	CHK	A	EMBLEM ENTERPRISES Uniform Patches	5425 867675	1	1,121.25 1,121.25	0.00 0.00	1,121.25 1,121.25	10/27/2022		43660
115443	CHK	A	GOLDSTAR PRODUCTS, INC SUPPLIES - F&G	4502 0077211-IN	1	556.34 556.34	0.00 0.00	556.34 556.34	10/27/2022		43660
115444	CHK	A	GOVOS 11/22 MUNIREV & VRBO	5349 INV-KSW-006270	1	2,120.50 2,120.50	0.00 0.00	2,120.50 2,120.50	10/27/2022		43660
115445	CHK	A	HINKLE & COMPANY, PC AUDIT - YEAR END 2021	5035 11046	1	8,900.00 8,900.00	0.00 0.00	8,900.00 8,900.00	10/27/2022		43660
115446	CHK	A	HOLMAN #6 REPAIR	4630 1884219	1	411.20 411.20	0.00 0.00	411.20 411.20	10/27/2022		43660
115447	CHK	A	IMAGE BEARERS CLEANING LLC 10/22 CLEANING 10/22 CLEANING	5082 3243 3243	2	4,925.00 4,925.00 4,925.00	0.00 0.00 0.00	4,925.00 4,112.00 813.00	10/27/2022		43660
115448	CHK	A	LOREN THETFORD ESCROW REFUND	1 10192022	1	5,250.00 5,250.00	0.00 0.00	5,250.00 5,250.00	10/27/2022		43660
115449	CHK	A	MARGARET & PHILLIP ARAGON UTILITY REFUND	1 177.03	1	85.00 85.00	0.00 0.00	85.00 85.00	10/27/2022		43660
115450	CHK	A	CAROLYN BOWLAND UTILITY REFUND	1 3502.03	1	43.85 43.85	0.00 0.00	43.85 43.85	10/27/2022		43660
115451	CHK	A	THERESA COLLINS UTILITY REFUND UTILITY REFUND UTILITY REFUND	1 5776.02 5776.02 5776.02	3	16.69 16.69 16.69 16.69	0.00 0.00 0.00 0.00	16.69 7.95 0.57 8.17	10/27/2022		43660
115452	CHK	A	SAFEWAY, INC. 10/2022 CHARGES	1908 10142022	1	19.96 19.96	0.00 0.00	19.96 19.96	10/27/2022		43660
115453	CHK	A	SGS ACCUTEST INC. 09/22 WATER QUALITY TEST 08/22 WATER QUALITY TEST	4859 52160141455 52160141789	2	416.00 208.00 208.00	0.00 0.00 0.00	416.00 208.00 208.00	10/27/2022		43660

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
115454	CHK	A	TDS BROADBAND LLC	5335	2	2,349.38	0.00	2,349.38	10/27/2022		43660
			10/22 INTERNET CHARGES-PD	09252022BB		2,259.43	0.00	2,259.43			
			10/22-11/22 CHARES	10062022		89.95	0.00	89.95			
115455	CHK	A	TIMBER LINE ELEC/CONTROL CORP	1145	1	3,800.00	0.00	3,800.00	10/27/2022		43660
			WELL D-S REMOTE SCADA REPAIR	6996		3,800.00	0.00	3,800.00			
115456	CHK	A	USA BLUEBOOK	1779	5	1,160.73	0.00	1,160.73	10/27/2022		43660
			SUPPLIES - F/S	068933		774.61	0.00	503.49			
			SUPPLIES - F/S	068933		774.61	0.00	271.12			
			SUPPLIES - F/S	069083		58.77	0.00	20.57			
			SUPPLIES - F/S	069083		58.77	0.00	38.20			
			SUPPLIES - WTP	126355		327.35	0.00	327.35			
115457	CHK	A	WAGNER EQUIPMENT CO.	666	1	354.59	0.00	354.59	10/27/2022		43660
			GLASS - WTP	P39C0385742		354.59	0.00	354.59			
115458	CHK	A	WILSON & COMPANY, INC.	5212	1	10,190.45	0.00	10,190.45	10/27/2022		43660
			09/10-10/07 KELLY & BALDWIN	110513		10,190.45	0.00	10,190.45			
REGISTER TOTALS Checks: 172 Voids: 0											
					239	368,099.83	0.00	368,099.83			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
18954	Lifeguard	1	102.22	7.82	94.4	10/7/2022
18955	Lifeguard	1	69.25	5.3	63.95	10/7/2022
18956	Lifeguard	1	706.5	99.89	606.61	10/7/2022
18957	Lifeguard	1	270.4	25.69	244.71	10/7/2022
18958	Water Treatment Operat	1	1740.64	469.37	1271.27	10/7/2022
18959	Lifeguard	1	438.57	46.55	392.02	10/21/2022
18960	Lifeguard	1	756.8	114.73	642.07	10/21/2022
18961	Lifeguard	1	118.71	9.08	109.63	10/21/2022
18962	Lifeguard	1	263.8	25.17	238.63	10/21/2022
18963	Lifeguard	1	354.82	36.14	318.68	10/21/2022
18964	Water Treatment Operat	1	1513.6	414.73	1098.87	10/21/2022
18965	Lifeguard	1	668.8	120.34	548.46	10/21/2022
18966	Maintenance Worker I P	1	946.41	148.56	797.85	10/25/2022
50516	Lifeguard	1	100	7.65	92.35	9/30/2022
50517	Fleet Mechanic I	1	1918.68	395.1	1523.58	10/7/2022
50518	Finance Technician	1	2315.79	673.07	1642.72	10/7/2022
50519	Corporal	1	3318.84	740.68	2578.16	10/7/2022
50520	Assistant Dispatch Supervisor	1	2129.48	677.63	1451.85	10/7/2022
50521	Police Officer I	1	2640.92	643.79	1997.13	10/7/2022
50522	Dispatcher I	1	1992.32	532.44	1459.88	10/7/2022
50523	Utility Billing Techni	1	1952	654.65	1297.35	10/7/2022
50524	Planner	1	2457.84	755.66	1702.18	10/7/2022
50525	Maintenance Worker II Field S	1	2495.5	635.52	1859.98	10/7/2022
50526	Water Fitness Instruct	1	548.54	57.81	490.73	10/7/2022
50527	WWTO	1	2609.06	714.72	1894.34	10/7/2022
50528	Crew Chief-Field Service	1	2988.72	1371.29	1617.43	10/7/2022
50529	Dispatcher	1	1783.36	348.46	1434.9	10/7/2022
50530	MUNICIPAL COURT CLERK	1	988.92	204.35	784.57	10/7/2022
50531	Maintenance Worker I P	1	1537.92	373.21	1164.71	10/7/2022
50532	Police Officer II	1	3079.38	573.14	2506.24	10/7/2022
50533	Sergeant	1	3662.14	1483.3	2178.84	10/7/2022
50534	Assistant Dispatch Supervisor	1	2688.5	806.73	1881.77	10/7/2022
50535	Lifeguard	1	158.28	12.11	146.17	10/7/2022
50536	Chief of Police	1	4482.69	1153.09	3329.6	10/7/2022
50537	Police Officer I	1	3447.55	697.23	2750.32	10/7/2022
50538	Lifeguard	1	1827	292.65	1534.35	10/7/2022
50539	Code Compliance	1	1918.4	566.65	1351.75	10/7/2022
50540	Maintenance Worker III	1	1684.8	356.66	1328.14	10/7/2022
50541	Accounting Manager	1	3086.34	1055.91	2030.43	10/7/2022
50542	Maintenance Worker II Street	1	2370.34	648.09	1722.25	10/7/2022
50543	Event Center Coordinat	1	1965.89	628.73	1337.16	10/7/2022
50544	Sergeant	1	4612.81	1192.49	3420.32	10/7/2022
50545	Lifeguard	1	13.19	1.01	12.18	10/7/2022
50546	Lifeguard	1	204.45	17.64	186.81	10/7/2022
50547	PT Snow Plowing	1	129.84	9.93	119.91	10/7/2022
50548	Police Officer I	1	2596.22	633.93	1962.29	10/7/2022
50549	Sports Coordinator	1	1891.2	460.6	1430.6	10/7/2022
50550	Maintenance Worker I -	1	1421.4	547.46	873.94	10/7/2022
50551	Lifeguard	1	431.98	46.04	385.94	10/7/2022
50552	Dispatcher I	1	2095.2	528.33	1566.87	10/7/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50553	PD Admin Assist/Teen C	1	2406.79	688.25	1718.54	10/7/2022
50554	PT Meter Reader	1	1513.6	354.35	1159.25	10/7/2022
50555	Finance Admin. Asst./C	1	1830.4	582.63	1247.77	10/7/2022
50556	Police Officer	1	2780.87	534.48	2246.39	10/7/2022
50557	Dispatch II	1	2085.01	481.93	1603.08	10/7/2022
50558	HR Generalist	1	2694.86	1005.46	1689.4	10/7/2022
50559	Communication and Mark	1	2889.82	895.51	1994.31	10/7/2022
50560	Police Officer I	1	2565.5	494.3	2071.2	10/7/2022
50561	Pool Attendant	1	337.73	33.83	303.9	10/7/2022
50562	Lifeguard	1	461.65	49.31	412.34	10/7/2022
50563	Parks and Rec Director	1	3985.25	1411.34	2573.91	10/7/2022
50564	Lifeguard	1	613.34	79.44	533.9	10/7/2022
50565	Lifeguard	1	1008.99	209.29	799.7	10/7/2022
50566	Construction Inspector	1	2322.6	923.93	1398.67	10/7/2022
50567	Maintenance Worker II - Stree	1	1596	301.25	1294.75	10/7/2022
50568	City Manager	1	5346.16	1727.12	3619.04	10/7/2022
50569	City Clerk/Deputy City	1	4383.59	2353.66	2029.93	10/7/2022
50570	Corporal	1	4093.44	1193.3	2900.14	10/7/2022
50571	Lifeguard	1	151.69	11.61	140.08	10/7/2022
50572	Dispatcher II	1	2001.5	567.2	1434.3	10/7/2022
50573	WWTO	1	1689.6	519.53	1170.07	10/7/2022
50574	Crew Chief - Fleet	1	3151.46	1298.56	1852.9	10/7/2022
50575	Police Officer	1	2685.82	584.44	2101.38	10/7/2022
50576	WWTO B	1	2406.2	525.65	1880.55	10/7/2022
50577	Presiding Municipal Co	1	707.67	76.37	631.3	10/7/2022
50578	Maintenance Worker I P	1	1519.8	352.24	1167.56	10/7/2022
50579	P&R Sports Site Supv	1	271.69	20.79	250.9	10/7/2022
50580	UPCC-ASSISTANT	1	575.28	103.54	471.74	10/7/2022
50581	Lifeguard	1	336	26.7	309.3	10/7/2022
50582	Deputy City Clerk	1	1984.92	543.47	1441.45	10/7/2022
50583	Victim Advocate	1	831.7	87.62	744.08	10/7/2022
50584	Assistant Aquatics Manager	1	1764.6	458.7	1305.9	10/7/2022
50585	Victims Advocate Coord	1	3654.79	1935.34	1719.45	10/7/2022
50586	Lifeguard	1	266.39	25.38	241.01	10/7/2022
50587	Superintendent	1	3213.84	949.7	2264.14	10/7/2022
50588	Police Officer I	1	2457	797.9	1659.1	10/7/2022
50589	Lifeguard	1	234.52	21.94	212.58	10/7/2022
50590	Maint. Worker II - Str	1	2341.37	715.71	1625.66	10/7/2022
50591	Lifeguard	1	1823	681.28	1141.72	10/7/2022
50592	Lifeguard	1	227.53	20.41	207.12	10/7/2022
50593	Police Officer II	1	4406.12	1572.95	2833.17	10/7/2022
50594	Planning Director	1	4228.8	1964.26	2264.54	10/7/2022
50595	City Engineer	1	4644.23	1293.85	3350.38	10/7/2022
50596	Help Desk Tech	1	1817.6	367.99	1449.61	10/7/2022
50597	Utilities Technician	1	2650.29	1169.09	1481.2	10/7/2022
50598	Permit Technician	1	995.4	281.68	713.72	10/7/2022
50599	Maint. Worker I - PBG	1	2702.88	949.67	1753.21	10/7/2022
50600	Lifeguard	1	929.03	169.73	759.3	10/7/2022
50601	Lifeguard	1	163.13	12.48	150.65	10/7/2022
50602	WWTP Chief Operator	1	4401.22	1631.77	2769.45	10/7/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50603	Lifeguard	1	100.19	7.67	92.52	10/7/2022
50604	Fleet Mechanic II	1	2223.44	648.64	1574.8	10/7/2022
50605	Lifeguard	1	408.89	43.28	365.61	10/7/2022
50606	Lifeguard	1	920	148.11	771.89	10/7/2022
50607	Lifeguard	1	89.03	6.81	82.22	10/7/2022
50608	Dispatch Supervisor	1	2520.19	943.83	1576.36	10/7/2022
50609	Police Officer I	1	3098.79	973.73	2125.06	10/7/2022
50610	Maint. Worker III - St	1	2771.16	955.14	1816.02	10/7/2022
50611	Crew Chief - PBG	1	2836.94	804.37	2032.57	10/7/2022
50612	Finance Director	1	4763.64	1381.15	3382.49	10/7/2022
50613	Police Officer II	1	2587.92	639.45	1948.47	10/7/2022
50614	Aquatic Manager	1	2862.3	851.15	2011.15	10/7/2022
50615	WTP CHIEF OPERATOR	1	4059.96	1948.2	2111.76	10/7/2022
50616	Utilities Director/Dep	1	5110.78	2338.53	2772.25	10/7/2022
50617	Lifeguard	1	26.38	2.01	24.37	10/7/2022
50618	Front Desk Representative/Lif	1	885.72	132.32	753.4	10/7/2022
50619	WTO	1	1864.6	372.53	1492.07	10/7/2022
50620	Fleet Mechanic I	1	1918.68	395.09	1523.59	10/21/2022
50621	Corporal	1	3239.62	727.02	2512.6	10/21/2022
50622	Assistant Dispatch Supervisor	1	1064.68	363.37	701.31	10/21/2022
50623	Police Officer I	1	2805.04	692.86	2112.18	10/21/2022
50624	Dispatcher I	1	1992.32	532.45	1459.87	10/21/2022
50625	Utility Billing Techni	1	1952	654.66	1297.34	10/21/2022
50626	Planner	1	2457.84	755.68	1702.16	10/21/2022
50627	Maintenance Worker II Field S	1	1840	447.85	1392.15	10/21/2022
50628	Water Fitness Instruct	1	412.82	36.59	376.23	10/21/2022
50629	WWTO	1	2095.8	589.88	1505.92	10/21/2022
50630	Crew Chief-Field Service	1	2988.72	1371.29	1617.43	10/21/2022
50631	Dispatcher	1	1702.28	337.44	1364.84	10/21/2022
50632	MUNICIPAL COURT CLERK	1	1276.74	273.9	1002.84	10/21/2022
50633	Maintenance Worker I P	1	1337.28	324.79	1012.49	10/21/2022
50634	Police Officer II	1	3748.28	694.1	3054.18	10/21/2022
50635	Sergeant	1	2957.94	1279.02	1678.92	10/21/2022
50636	Assistant Dispatch Supervisor	1	2129.48	670.88	1458.6	10/21/2022
50637	Chief of Police	1	4482.69	1153.09	3329.6	10/21/2022
50638	Police Officer I	1	2476.15	521.56	1954.59	10/21/2022
50639	Code Compliance	1	1918.4	566.67	1351.73	10/21/2022
50640	Maintenance Worker III	1	1684.8	356.65	1328.15	10/21/2022
50641	Accounting Manager	1	3086.34	1055.91	2030.43	10/21/2022
50642	Maintenance Worker II Street	1	2370.34	648.1	1722.24	10/21/2022
50643	Event Center Coordinat	1	3538.37	1140.95	2397.42	10/21/2022
50644	Sergeant	1	3314.44	943.75	2370.69	10/21/2022
50645	Lifeguard	1	37.54	2.87	34.67	10/21/2022
50646	PT Snow Plowing	1	259.68	19.86	239.82	10/21/2022
50647	Police Officer I	1	3028.96	758.26	2270.7	10/21/2022
50648	Sports Coordinator	1	1879.45	458.33	1421.12	10/21/2022
50649	Maintenance Worker I -	1	1421.4	547.46	873.94	10/21/2022
50650	Lifeguard	1	306.67	30.47	276.2	10/21/2022
50651	Dispatcher I	1	1900.8	504.46	1396.34	10/21/2022
50652	PD Admin Assist/Teen C	1	2112.94	588.12	1524.82	10/21/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50653	PT Meter Reader	1	1513.6	354.35	1159.25	10/21/2022
50654	Finance Admin. Asst./C	1	1830.4	582.64	1247.76	10/21/2022
50655	Police Officer	1	2912.56	557.79	2354.77	10/21/2022
50656	Dispatch II	1	2085.01	481.92	1603.09	10/21/2022
50657	HR Generalist	1	3283.46	1172.01	2111.45	10/21/2022
50658	Communication and Mark	1	2889.82	895.53	1994.29	10/21/2022
50659	Police Officer I	1	2521.52	486.38	2035.14	10/21/2022
50660	Pool Attendant	1	174.77	14.37	160.4	10/21/2022
50661	Parks and Rec Director	1	3985.25	1411.34	2573.91	10/21/2022
50662	Lifeguard	1	814.48	123.95	690.53	10/21/2022
50663	Lifeguard	1	1050.87	219.51	831.36	10/21/2022
50664	Construction Inspector	1	2322.6	923.93	1398.67	10/21/2022
50665	Maintenance Worker II - Stree	1	1596	301.25	1294.75	10/21/2022
50666	City Manager	1	5346.16	1727.13	3619.03	10/21/2022
50667	City Clerk/Deputy City	1	4383.59	2353.66	2029.93	10/21/2022
50668	Corporal	1	4045.47	1180.04	2865.43	10/21/2022
50669	Lifeguard	1	75.08	5.74	69.34	10/21/2022
50670	Dispatcher II	1	2096.82	583.78	1513.04	10/21/2022
50671	WWTO	1	1689.6	519.53	1170.07	10/21/2022
50672	Crew Chief - Fleet	1	3060.18	1276.6	1783.58	10/21/2022
50673	Police Officer	1	3484.04	698.02	2786.02	10/21/2022
50674	WWTO B	1	2231.2	483.25	1747.95	10/21/2022
50675	Presiding Municipal Co	1	1493.97	251.9	1242.07	10/21/2022
50676	Maintenance Worker I P	1	1377.73	321.16	1056.57	10/21/2022
50677	P&R Sports Site Supv	1	279.8	21.4	258.4	10/21/2022
50678	UPCC-ASSISTANT	1	671.16	125.46	545.7	10/21/2022
50679	Lifeguard	1	336	26.7	309.3	10/21/2022
50680	Deputy City Clerk	1	1984.92	543.47	1441.45	10/21/2022
50681	Victim Advocate	1	735.2	75.24	659.96	10/21/2022
50682	Assistant Aquatics Manager	1	1589.6	416.32	1173.28	10/21/2022
50683	Victims Advocate Coord	1	3148.74	1286.79	1861.95	10/21/2022
50684	Lifeguard	1	399.59	41.57	358.02	10/21/2022
50685	Superintendent	1	3213.84	949.7	2264.14	10/21/2022
50686	Police Officer I	1	3481.53	985.81	2495.72	10/21/2022
50687	Lifeguard	1	31.98	2.44	29.54	10/21/2022
50688	Maint. Worker II - Str	1	2341.37	715.71	1625.66	10/21/2022
50689	Lifeguard	1	1648	638.91	1009.09	10/21/2022
50690	Lifeguard	1	217.64	19.65	197.99	10/21/2022
50691	Police Officer II	1	3915.19	1460.25	2454.94	10/21/2022
50692	Planning Director	1	4228.8	1964.26	2264.54	10/21/2022
50693	City Engineer	1	4644.23	1293.84	3350.39	10/21/2022
50694	Help Desk Tech	1	1817.6	367.98	1449.62	10/21/2022
50695	Utilities Technician	1	2650.29	1169.1	1481.19	10/21/2022
50696	Permit Technician	1	948	271.32	676.68	10/21/2022
50697	Maint. Worker I - PBG	1	2702.88	949.66	1753.22	10/21/2022
50698	Fitness Instructor	1	21.32	1.63	19.69	10/21/2022
50699	Lifeguard	1	894.76	161.99	732.77	10/21/2022
50700	WWTP Chief Operator	1	3428.45	1280.66	2147.79	10/21/2022
50701	Lifeguard	1	204.37	17.63	186.74	10/21/2022
50702	Fleet Mechanic II	1	2223.44	648.64	1574.8	10/21/2022

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
50703	Lifeguard	1	102.22	7.82	94.4	10/21/2022
50704	Lifeguard	1	883.73	139.18	744.55	10/21/2022
50705	Lifeguard	1	98.93	7.58	91.35	10/21/2022
50706	Dispatch Supervisor	1	2520.19	943.83	1576.36	10/21/2022
50707	Police Officer I	1	2476.15	793.4	1682.75	10/21/2022
50708	Maint. Worker III - St	1	2771.16	956.01	1815.15	10/21/2022
50709	Crew Chief - PBG	1	2520.19	728.13	1792.06	10/21/2022
50710	Finance Director	1	4763.64	1381.15	3382.49	10/21/2022
50711	Police Officer II	1	2383.97	570.73	1813.24	10/21/2022
50712	Aquatic Manager	1	2862.3	851.16	2011.14	10/21/2022
50713	WTP CHIEF OPERATOR	1	4059.96	1948.19	2111.77	10/21/2022
50714	Utilities Director/Dep	1	5110.78	2334.59	2776.19	10/21/2022
50715	Front Desk Representative/Lif	1	764.94	106.01	658.93	10/21/2022
50716	WTO	1	1689.6	333.63	1355.97	10/21/2022
			431,545.74	130,181.67	301,364.07	



City of Woodland Park Staff Report for City Council

Meeting Date: November 17, 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 summary of the Council and Mayor Expenses for October 2022.

October 2022

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Emergency Management	\$2,300	\$0.00	\$1,392.00	\$908.00	61%
Miscellaneous expenses	\$15,650	\$0.00	\$11,014.53	\$4,635.47	70%
Training/Travel	\$2,400	\$0.00	\$8,772.57	-\$6,372.57	366%
Supplies	\$150	\$0.00	\$58.20	\$91.80	39%
Meetings/Mileage/Meals	\$1,500	\$265.75	\$424.44	\$1,075.56	28%
Special Projects	\$500	\$0.00	\$0.00	\$500.00	0%
Total	\$22,500	\$266	\$21,662	\$838.26	96%



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Ben Schmitt, City Engineer

DATE: November 17, 2022

SUBJECT: Approval of 2023 Roadway Infrastructure Projects Design and Engineering Contract Between Wilson and Co and the City of Woodland Park for \$517,859
(Presenter City Engineer Ben Schmitt)

BACKGROUND: The following goals and actions were identified in the 2030 comprehensive plan: Transportation Action 1.3.1 Implement Pavement Management Plan, Transportation Objective 1.3 *Complete Streets*, and Drainage Action 1.1.1 *Implement Stormwater Master Plan*. To achieve these goals, staff has identified four roadway projects in the 2023 budget which will include a combination of roadway, drainage, sidewalk, and water infrastructure improvements. These projects were specifically chosen for their recommended treatment year in the 2018 pavement management plan, their identified deficiencies in the 2015 Stormwater Master Plan, the presence of galvanized lines which need to be replaced per State requirements, and the opportunity to install sidewalks and multimodal infrastructure where there currently is none.

Staff approached our on-call engineering firms, and solicited scope and fees for the design work, so that the projects could go out to bid in early 2023 to get the best pricing. Wilson and Co provided a scope and fee for design and construction management services for \$470,781 for all four projects. Staff is asking for the approval of \$517,859 to be managed by staff for contingency if additional scope is discovered/required during the design process.

RECOMMENDATION: Approve the scope and fee from Wilson and Co under existing on Call Engineering Contract for the amount of \$517,859

ATTACHMENTS:

1. Woodland Park Project Scope - 2023 Capital Improvements
2. 1- 2022 On-Call Consulting Contract - Wilson and Co (Executed)

November 4, 2022

Ben Schmitt, PE
City Engineer
City of Woodland Park, CO
220 W South Avenue
PO Box 9007
Woodland Park, CO 80866

Re: 2023 Construction Projects _ Engineering Scope & Fee

Dear Ben,

Thank you for this opportunity for Wilson & Company to provide you a scope and fee for the City's 2023 Construction Improvement Projects. As discussed, we are submitting this engineering scope and fee for your review. If this scope needs to be modified in any way, please let us know and we can resubmit as appropriate.

The project, as defined at our introductory meeting, can be defined as the replacement of four (4) road segments and associated waterlines on two (2) of the same segments.

- (1) Browning Avenue: from West cul-du-sac to US Highway 24
- (2) Dewell Road: from West dead-end to South Park Street (with waterline replacement)
- (3) Lake Avenue: from County Highway 67 to South Baldwin Street
- (4) Pine Ridge Avenue: from Blue Spruce Street to South Park Street (with waterline replacement)

The scope of services we are proposing to provide are as follows:

General Services:

- i. Provide project management to oversee design teams, coordinate staff, communicate to City staff and other stakeholders, and general project oversight.
- ii. Attend meetings with City to provide updates on project progress.
- iii. Complete monthly invoicing for effort completed.

Browning Avenue:

- i. Complete subsurface soil investigation and develop a materials recommendation for the road construction design.
- ii. Determine pavement design recommendations to be included in the road design. No bid alternates will be included in design plans.
- iii. Existing drainage reports (if available) will be provided by the City. Reports will be utilized to develop water quality treatment BMP's and included in the plans where additional paved surface areas are proposed. The City will be responsible for obtaining final grading permits and/or MS4 permits as may be required by the City and/or State agencies. Stormwater Management Plans will be completed and incorporated into the design.
- iv. Coordinate with existing utility companies, as required. Utility information will be incorporated into the plans, as provided by the utility companies. Any adjustments to the utilities will be indicated in the design plans.
- v. Complete the roadway design and development that will include construction limits, typical pavement section, pavement design, and permanent MS4 water quality features that may be

- required. Typical storm sewer structures will be utilized per City/CDOT specifications. Striping of pavement will follow City guidelines.
- vi. Complete a topographical survey of the project site. ROW survey is not anticipated as all work will be within City ROW. Underground utilities will be located prior to survey.
 - vii. 90% design drawings for the road improvements that will include typical sections, horizontal control, removals, grading, striping, and stormwater management.
 - viii. 90% cost estimate.
 - ix. 90% construction/technical specifications.
 - x. Upon review and comment from City, quality control and final documents will be completed and provided to the City.
 - xi. During construction, staff will be available to answer questions and clarify the design intent.

Dewell Road:

- i. Complete subsurface soil investigation and develop a materials recommendation for the road construction design.
- ii. Determine pavement design recommendations to be included in the road design. No bid alternates will be included in design plans.
- iii. Existing drainage reports (if available) will be provided by the City. Reports will be utilized to develop water quality treatment BMP's and included in the plans where additional paved surface areas are proposed. The City will be responsible for obtaining final grading permits and/or MS4 permits as may be required by the City and/or State agencies. Stormwater Management Plans will be completed and incorporated into the design.
- iv. Coordinate with existing utility companies, as required. Utility information will be incorporated into the plans, as provided by the utility companies. Any adjustments to the utilities will be indicated in the design plans.
- v. Complete the roadway design and development that will include construction limits, typical pavement section, pavement design, and permanent MS4 water quality features that may be required. Typical storm sewer structures will be utilized per City/CDOT specifications. Striping of pavement will follow City guidelines.
- vi. Complete a topographical survey of the project site. ROW survey is not anticipated as all work will be within City ROW. Underground utilities will be located prior to survey.
- vii. 90% design drawings for the waterline replacement will include plan and profile design for the waterline installation, connection details, and standard details for water system appurtenances.
- viii. 90% design drawings for the road improvements that will include typical sections, horizontal control, removals, grading, striping, and stormwater management.
- ix. 90% cost estimate.
- x. 90% construction/technical specifications.
- xi. Upon review and comment from City, quality control and final documents will be completed and provided to the City.
- xii. During construction, staff will be available to answer questions and clarify the design intent.

Lake Avenue:

- i. Complete subsurface soil investigation and develop a materials recommendation for the road construction design.
- ii. Determine pavement design recommendations to be included in the road design. No bid alternates will be included in design plans.
- iii. Existing drainage reports (if available) will be provided by the City. Reports will be utilized to develop water quality treatment BMP's and included in the plans where additional paved surface areas are proposed. The City will be responsible for obtaining final grading permits and/or MS4 permits as may be required by the City and/or State agencies. Stormwater Management Plans will be completed and incorporated into the design.

- iv. Coordinate with existing utility companies, as required. Utility information will be incorporated into the plans, as provided by the utility companies. Any adjustments to the utilities will be indicated in the design plans.
- v. Complete the roadway design and development that will include construction limits, typical pavement section, pavement design, and permanent MS4 water quality features that may be required. Typical storm sewer structures will be utilized per City/CDOT specifications. Striping of pavement will follow City guidelines.
- vi. Complete a topographical survey of the project site. ROW survey is not anticipated as all work will be within City ROW. Underground utilities will be located prior to survey.
- vii. 90% design drawings for the road improvements that will include typical sections, horizontal control, removals, grading, striping, and stormwater management.
- viii. 90% cost estimate.
- ix. 90% construction/technical specifications.
- x. Upon review and comment from City, quality control and final documents will be completed and provided to the City.
- xi. During construction, staff will be available to answer questions and clarify the design intent.

Pine Ridge Avenue:

- i. Complete subsurface soil investigation and develop a materials recommendation for the road construction design.
- ii. Determine pavement design recommendations to be included in the road design. No bid alternates will be included in the design plans.
- iii. Existing drainage reports (if available) will be provided by the City. Reports will be utilized to develop water quality treatment BMP's and included in the plans where additional paved surface areas are proposed. The City will be responsible for obtaining final grading permits and/or MS4 permits as may be required by the City and/or State agencies. Stormwater Management Plans will be completed and incorporated into the design.
- iv. Coordinate with existing utility companies, as required. Utility information will be incorporated into the plans, as provided by the utility companies. Any adjustments to the utilities will be indicated in the design plans.
- v. Complete the roadway design and development that will include construction limits, typical pavement section, pavement design, and permanent MS4 water quality features that may be required. Typical storm sewer structures will be utilized per City/CDOT specifications. Striping of pavement will follow City guidelines.
- vi. Complete a topographical survey of the project site. ROW survey is not anticipated as all work will be within City ROW. Underground utilities will be located prior to survey.
- vii. 90% design drawings for the waterline replacement that will include plan and profile design for the installation of the waterline, connection details, and standard details for water system appurtenances.
- viii. 90% design drawings for the road improvements that will include typical sections, horizontal control, removals, grading, striping, and stormwater management.
- ix. 90% cost estimate.
- x. 90% construction/technical specifications.
- xi. Upon review and comment from City, quality control and final documents will be completed and provided to the City.
- xii. During construction, staff will be available to answer questions and providing clarification on the design intent.

Services to not be included are listed below, but may be negotiated if Owner desires for these services to be included:

- Traffic engineering outside of following City-provided striping guidelines.

- Structural design.
- Environmental work and permitting.
- Construction phasing plans.
- Bidding services.
- Construction services (other than answering questions).
- Providing as-built record drawings.

Upon receipt of notice to proceed, the services described will begin immediately, and we will work with you and your staff to develop a schedule to complete the design efforts.

For the services described above, Wilson & Company requests a time and material compensation in an amount not to exceed of \$470,781.00. Attached to this proposal is a breakout of this fee based on the tasks, labor costs, and hours for each task.

We appreciate the opportunity to submit this proposal to you. Should you have any questions or request discussion on this scope and fee, please do not hesitate to contact me at the phone number or email address listed below. Thank you.

Sincerely,



Brian Spano, PE
Operations Manager
brian.spano@wilsonco.com
719-357-5137

Attachments:

- (1) Fee Worksheet

Fee Worksheet

Task Description	Labor Costs									Wilson & Company Labor Cost	Subcontractor Costs				Task Cost
	P6 Project Manager \$/hr	P5 QA/QC Manager \$/hr	P4 WATER Lead Engineer \$/hr	P2 WATER Project Designer \$/hr	P5 ROAD Lead Engineer \$/hr	P4 ROAD Project Designer \$/hr	P1 ROAD Lead Engineer \$/hr	OD5 CADD Technician \$/hr	Rampart (Survey)		Kinetic (SUE Investigation)	Vivid Engineering (Geotech)	Sub-Contractor Cost		
	216	184	130	110	184	142	92	115							
GENERAL SERVICES															
Project Management	96				96				\$38,400				\$0	\$38,400	
Meetings	6				6				\$2,400				\$0	\$2,400	
Invoicing	12								\$2,592				\$0	\$2,592	
SUBTOTAL	114	0	0	0	102	0	0	0	\$43,392	\$0	\$0	\$0	\$0	\$43,392	
BROWNING AVENUE IMPROVEMENTS															
Pavement Design									\$0			\$13,376	\$13,376	\$13,376	
Hydrology and Hydraulics						8	24	8	\$4,264				\$0	\$4,264	
Utility Coordination					20				\$3,680				\$0	\$3,680	
Roadway Design and Roadside Development					20	30	80		\$15,300				\$0	\$15,300	
Survey/Right-of-Way									\$0	\$7,000			\$7,000	\$7,000	
90% Plan Drawings						8	20	60	\$9,876				\$0	\$9,876	
90% Cost Estimate						8	16		\$2,608				\$0	\$2,608	
90% Construction Specifications						16			\$2,272				\$0	\$2,272	
QC and Final Bid Documents		8			16	20	40	20	\$13,236				\$0	\$13,236	
Design Services During Construction					24			12	\$5,796				\$0	\$5,796	
SUBTOTAL	0	8	0	0	80	90	180	100	\$57,032	\$7,000	\$0	\$13,376	\$20,376	\$77,408	
DEWELL ROAD IMPROVEMENTS															
Pavement Design									\$0			\$9,132	\$9,132	\$9,132	
Hydrology and Hydraulics						8	24	8	\$4,264				\$0	\$4,264	
Utility Coordination					16				\$2,944		\$55,425		\$55,425	\$58,369	
Roadway Design and Roadside Development					4	12	40		\$6,120				\$0	\$6,120	
Survey / Right-of-Way									\$0	\$4,000			\$4,000	\$4,000	
90% Waterline Replacement Design Drawings			8	40				40	\$10,040				\$0	\$10,040	
90% Road Plan Drawings						4	16	40	\$6,640				\$0	\$6,640	
90% Cost Estimate			4	8		8	16		\$4,008				\$0	\$4,008	
90% Construction Specifications			24			16			\$5,392				\$0	\$5,392	
QC and Final Bid Documents	8	8	12	20	8	10	20	10	\$12,842				\$0	\$12,842	
Design Services During Construction	12		20		24			12	\$10,988				\$0	\$10,988	
SUBTOTAL	20	8	68	68	52	58	116	110	\$63,238	\$4,000	\$55,425	\$9,132	\$68,557	\$131,795	
LAKE AVENUE IMPROVEMENTS															
Pavement Design									\$0			\$15,861	\$15,861	\$15,861	
Hydrology and Hydraulics						16	40	16	\$7,792				\$0	\$7,792	
Utility Coordination					20				\$3,680				\$0	\$3,680	
Roadway Design and Roadside Development					30	40	120		\$22,240				\$0	\$22,240	
Survey / Right-of-Way									\$0	\$10,000			\$10,000	\$10,000	
90% Plan Drawings						24	40	80	\$16,288				\$0	\$16,288	
90% Cost Estimate						8	16		\$2,608				\$0	\$2,608	
90% Construction Specifications						16			\$2,272				\$0	\$2,272	
QC and Final Bid Documents		8			16	40	60	40	\$20,216				\$0	\$20,216	
Design Services During Construction					24			12	\$5,796				\$0	\$5,796	
SUBTOTAL	0	8	0	0	90	144	276	148	\$80,892	\$10,000	\$0	\$15,861	\$25,861	\$106,753	
PINE RIDGE AVENUE IMPROVEMENTS															
Pavement Design									\$0			\$8,246	\$8,246	\$8,246	
Hydrology and Hydraulics						8	24	8	\$4,264				\$0	\$4,264	
Utility Coordination					16				\$2,944		\$36,949		\$36,949	\$39,893	
Roadway Design and Roadside Development					4	12	40		\$6,120				\$0	\$6,120	
Survey / Right-of-Way									\$0	\$3,000			\$3,000	\$3,000	
90% Waterline Replacement Design Drawings			8	40				40	\$10,040				\$0	\$10,040	
90% Plan Drawings						4	16	40	\$6,640				\$0	\$6,640	
90% Cost Estimate			4	8		8	16		\$4,008				\$0	\$4,008	
90% Construction Specifications			24			16			\$5,392				\$0	\$5,392	
QC and Final Bid Documents	8	8	12	20	8	10	20	10	\$12,842				\$0	\$12,842	
Design Services During Construction	12		20		24			12	\$10,988				\$0	\$10,988	
SUBTOTAL	20	8	68	68	52	58	116	110	\$63,238	\$3,000	\$36,949	\$8,246	\$48,195	\$111,433	
Project Totals	154	32	136	136	376	350	688	468	\$307,792	\$24,000	\$92,374	\$46,615	\$162,989	\$470,781	

Total Estimated Fee for Project	\$470,781
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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 2nd day of June, 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.

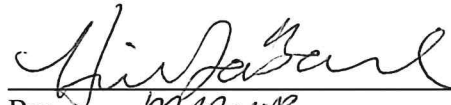
J. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

K. Contract Modification. The 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.

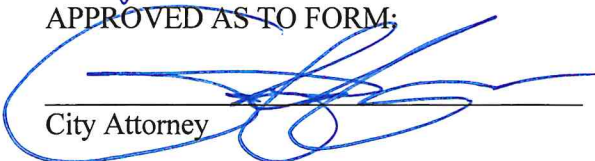
CITY OF WOODLAND PARK


By: Michael R. [unclear]
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}

Compensation/ payment schedule

		MSD 2021-2022	
Employee/Class/Activity	Type, Code & Name	Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	83.00	124.50
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	96.00	138.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	116.00	171.00
A4	ARCHITECT/(LICENSED)	126.00	189.00
A5	ARCHITECT (LICENSED)	147.00	147.00
A6	ARCHITECT (LICENSED)	175.00	175.00
A7	ARCHITECT (LICENSED)	198.00	198.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	52.00	78.00
AD2	ADMIN ASST II/ RECEPT/MAINT II	62.00	93.00
AD3	ADMIN ASST III/ RECEPT/MAINTIII	72.00	108.00
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	92.00	138.00
FC1	CONSTRUCTION OBSERVER	58.00	87.00
FC2	CONSTRUCTION OBSERVER	72.00	108.00
FC3	CONSTRUCTION OBSERVER	80.00	120.00
FC4	CONSTRUCTION OBSERVER	101.00	151.50
FC5	CONSTRUCTION OBSERVER	118.00	118.00
FC6	CONSTRUCTION OBSERVER	123.00	123.00
FC7	CONSTRUCTION OBSERVER	138.00	138.00
FS1	CHAINMAN	55.00	82.50
FS2	RODMAN	65.00	97.50
FS3	INSTRUMENTMAN	75.00	112.50
FS4	PARTY CHIEF	85.00	127.50
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	118.00	118.00
FS6	DEPARTMENT HEAD	160.00	160.00
FS7	SR DEPARTMENT MANAGER	198.00	198.00
IA1	INTERN	48.00	72.00
IA2	COLLEGE STUDENT	59.00	88.50
IA3	GRAD STUDENT/COLLEGE GRAD	65.00	97.50
OD1	APPRENTICE DRAFTER	64.00	96.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	74.00	111.00
OD3	DRAFTER, DETAILER	81.00	121.50
OD4	SR DRAFT, DETAIL, CAD OPERATOR	98.00	147.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	115.00	172.50
OD6	CHIEF DRAFTER	120.00	180.00
OF6	ASSOCIATE VICE PRESIDENT	228.00	228.00
OF7	VICE PRESIDENT	288.00	288.00
OF8	SR VICE PRESIDENT	340.00	340.00
OP1	APPRENTICE STEREO OPERATOR	56.00	84.00
OP2	STEREO OPERATOR	66.00	99.00
OP3	STEREO OPERATOR	76.00	114.00
OP4	SR STEREO OPER, SQUAD LEADER	86.00	129.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	100.00	100.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	130.00	130.00
OP7	CHIEF PHOTOGRAM	158.00	158.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	92.00	132.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	102.00	147.00
P3	STAFF DETAIL DESIGNER (UNLIC)	116.00	174.00
P4	STAFF DETAIL DESIGNER (LICENSED)	142.00	142.00
P5	PROJECT DESIGNER (LICENSED)	184.00	184.00
P6	PROJECT DESIGNER (LICENSED)	216.00	216.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	258.00	285.00
P8	PRINCIPALS (LICENSED)	288.00	288.00
PD1	DETAIL DESIGNER (UNLICENSED)	78.00	117.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	84.00	126.00
PD3	SENIOR DESIGNER II	112.00	168.00
PD4	SENIOR DESIGNER III	136.00	186.00
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	72.00	138.00
SP2	SR RE SPEC/PUBLIC INVOL/CONSULT/OTHER	112.00	168.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	118.00	118.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	148.00	148.00
SP5	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	178.00	178.00
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	288.00	288.00

Exhibit C

WORKER WITHOUT AUTHORIZATION ADDENDUM

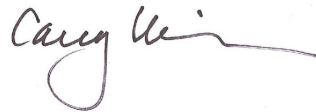
This Worker Without Authorization Addendum (hereinafter "Addendum") attached hereto and incorporated herein by this reference, is made to this Agreement by and between the City of Woodland Park (hereinafter "City"), a municipal corporation of the State of Colorado, and _____, (hereinafter "Consultant")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



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Ben Schmitt, City Engineer

DATE: November 17, 2022

SUBJECT: Approval of Cemetery Expansion Design between Wilson and Co and City of Woodland Park for \$110,000
(Presenter, City Engineer Ben Schmitt)

BACKGROUND: The cemetery expansion design was identified as high importance and included in the 2022 budget under the managers' fund. Since the scope of the expansion includes road, drainage, and other site civil improvements, it was requested in the 2023 budget to be moved under the streets improvements item in the 410 fund to be managed by public works.

Staff approached our on-call engineering firms, and solicited scope and fees for the design work, so that the projects could go out to bid in early 2024 to get the best pricing. Wilson and Co provided a scope and fee for design services for \$100,000 for the design of the roadway expansion, associated drainage, and hillside stabilization to include the columbarium. Staff is asking for the approval of \$110,000 to be managed by staff for contingency if additional scope is discovered/required during the design process.

RECOMMENDATION:

Approve the scope and fee from Wilson and Co under existing on Call Engineering Contract for the amount of \$110,000

ATTACHMENTS:

1. 1- 2022 On-Call Consulting Contract - Wilson and Co (Executed)
2. Woodland Park Project Scope - Cemetery Road Expansion

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 2nd day of June, 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.

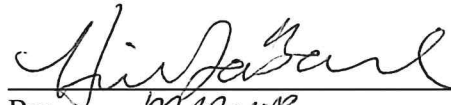
J. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

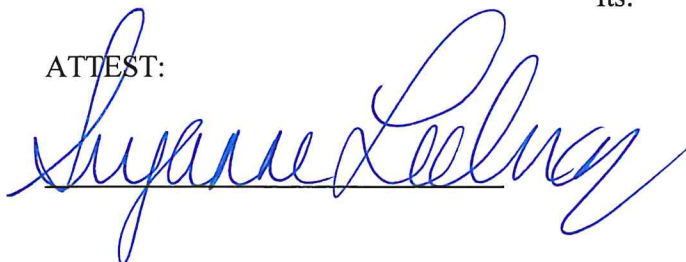
L. Compliance with the Law. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, codes, rules and regulations.

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.

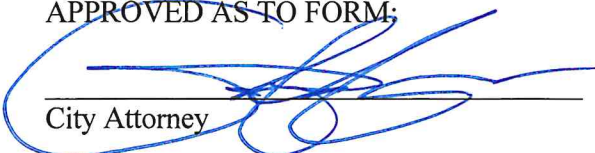
CITY OF WOODLAND PARK


By: Michael R. [unclear]
Its: _____

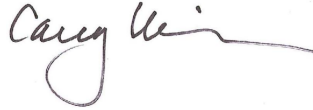
ATTEST:



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}

Compensation/ payment schedule

		MSD 2021-2022	
Employee/Class/Activity	Type, Code & Name	Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	83.00	124.50
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	96.00	138.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	116.00	171.00
A4	ARCHITECT/(LICENSED)	126.00	189.00
A5	ARCHITECT (LICENSED)	147.00	147.00
A6	ARCHITECT (LICENSED)	175.00	175.00
A7	ARCHITECT (LICENSED)	198.00	198.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	52.00	78.00
AD2	ADMIN ASST II/ RECEPT/MAINT II	62.00	93.00
AD3	ADMIN ASST III/ RECEPT/MAINTIII	72.00	108.00
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	92.00	138.00
FC1	CONSTRUCTION OBSERVER	58.00	87.00
FC2	CONSTRUCTION OBSERVER	72.00	108.00
FC3	CONSTRUCTION OBSERVER	80.00	120.00
FC4	CONSTRUCTION OBSERVER	101.00	151.50
FC5	CONSTRUCTION OBSERVER	118.00	118.00
FC6	CONSTRUCTION OBSERVER	123.00	123.00
FC7	CONSTRUCTION OBSERVER	138.00	138.00
FS1	CHAINMAN	55.00	82.50
FS2	RODMAN	65.00	97.50
FS3	INSTRUMENTMAN	75.00	112.50
FS4	PARTY CHIEF	85.00	127.50
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	118.00	118.00
FS6	DEPARTMENT HEAD	160.00	160.00
FS7	SR DEPARTMENT MANAGER	198.00	198.00
IA1	INTERN	48.00	72.00
IA2	COLLEGE STUDENT	59.00	88.50
IA3	GRAD STUDENT/COLLEGE GRAD	65.00	97.50
OD1	APPRENTICE DRAFTER	64.00	96.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	74.00	111.00
OD3	DRAFTER, DETAILER	81.00	121.50
OD4	SR DRAFT, DETAIL, CAD OPERATOR	98.00	147.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	115.00	172.50
OD6	CHIEF DRAFTER	120.00	180.00
OF6	ASSOCIATE VICE PRESIDENT	228.00	228.00
OF7	VICE PRESIDENT	288.00	288.00
OF8	SR VICE PRESIDENT	340.00	340.00
OP1	APPRENTICE STEREO OPERATOR	56.00	84.00
OP2	STEREO OPERATOR	66.00	99.00
OP3	STEREO OPERATOR	76.00	114.00
OP4	SR STEREO OPER, SQUAD LEADER	86.00	129.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	100.00	100.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	130.00	130.00
OP7	CHIEF PHOTOGRAM	158.00	158.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	92.00	132.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	102.00	147.00
P3	STAFF DETAIL DESIGNER (UNLIC)	116.00	174.00
P4	STAFF DETAIL DESIGNER (LICENSED)	142.00	142.00
P5	PROJECT DESIGNER (LICENSED)	184.00	184.00
P6	PROJECT DESIGNER (LICENSED)	216.00	216.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	258.00	285.00
P8	PRINCIPALS (LICENSED)	288.00	288.00
PD1	DETAIL DESIGNER (UNLICENSED)	78.00	117.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	84.00	126.00
PD3	SENIOR DESIGNER II	112.00	168.00
PD4	SENIOR DESIGNER III	136.00	186.00
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	72.00	138.00
SP2	SR RE SPEC/PUBLIC INVOL/CONSULT/OTHER	112.00	168.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	118.00	118.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	148.00	148.00
SP5	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	178.00	178.00
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	288.00	288.00

Exhibit C

WORKER WITHOUT AUTHORIZATION ADDENDUM

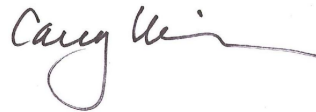
This Worker Without Authorization Addendum (hereinafter "Addendum") attached hereto and incorporated herein by this reference, is made to this Agreement by and between the City of Woodland Park (hereinafter "City"), a municipal corporation of the State of Colorado, and _____, (hereinafter "Consultant")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

November 4, 2022

Ben Schmitt, PE
City Engineer
City of Woodland Park, CO
220 W South Avenue
PO Box 9007
Woodland Park, CO 80866

Re: Cemetery Road Expansion _ Engineering Scope & Fee

Dear Ben,

Thanks for this opportunity for Wilson & Company to provide you with a scope and fee for the City's Woodland Park Cemetery Expansion Plan project. We are submitting this engineering scope and fee for your review, as discussed. If this scope needs to be modified in any way, please let us know, and we can resubmit as appropriate.

The project can be defined as designing roads and other elements and platting new plots for the cemetery expansion.

The scope of services we are proposing to provide are as follows:

General Services:

- i. Provide project management to oversee design teams, coordinate staff, communicate with City staff and other stakeholders, and general project oversight.
- ii. Attend meetings with City to provide updates on project progress.
- iii. Complete monthly invoicing.

Design Services:

- i. It is assumed that a minimum standard pavement section will be used and that a geotechnical pavement design will not be required.
- ii. Complete the roadway design and development that will include construction limits, typical pavement section, and permanent MS4 water quality features that may be required.
- iii. 90% of design-level drawings for the road improvements will include typical sections, horizontal control, removals, grading, and stormwater management.
- iv. 90% cost estimate.
- v. 90% construction/ project special technical specifications (as needed).
- vi. Upon review and comment from City, quality control and final documents will be completed and provided to the City.
- vii. During construction, staff will be available to answer questions and clarify the design intent.

Survey / ROW Services:

- i. Topographic Survey ± 8 acres
- ii. 1' Contour interval DTM Surface.
- iii. Features including fences, roads and paths, lighting, poles & visible evidence of utilities, structures, raised plot borders, all trees with trunk size, location and dripline,
- iv. Perform Boundary Survey and prepare Plat

- v. Final Plat on mylar for recording. This work will include a field survey to locate existing monuments controlling the boundary position and setting Exterior Boundary Monuments per City and State regulations.
- vi. Monument Cemetery. After final grading is completed, Monuments will be placed at each Row corner with marking indicating their location
- vii. Trails, Alleys, Paths, Rows or Range, Blocks, Sections and Lots configuration, Plat language, Name & notes beyond Survey related General Notes will be designed or specified by others or laid out with specifications and guidance of others.

Services to not be included are listed below, but may be negotiated if Owner desires for these services to be included:

- Traffic engineering.
- Environmental work and permitting.
- Construction phasing plans.
- Bidding services.
- Construction services (other than answering questions).
- As-built record drawings.

Upon receipt of notice to proceed, the services described will begin immediately. We will work with you and your staff to develop a schedule to complete the design efforts.

For the services described above, Wilson & Company requests a time and material compensation not exceeding \$100,000.00. Attached to this proposal is a breakout of this fee based on the tasks, labor costs, and hours for each task.

We appreciate the opportunity to submit this proposal to you. Should you have any questions or request a discussion on this scope and fee, please do not hesitate to contact me at the phone number or email address listed below. Thank you.

Sincerely,



Brian Spano, PE
Operations Manager
brian.spano@wilsonco.com
719-357-5137

Attachments:

- (1) Fee Worksheet



City of Woodland Park
Cemetary Road Improvement

Fee Worksheet

Task Description	Labor Costs										Direct Costs		Task Cost
	P6 Project Manager \$/hr	P5 ROAD Lead Engineer \$/hr	P4 ROAD Project Designer \$/hr	P1 ROAD Lead Engineer \$/hr	FS3 Instrumentman	FS4 Party Chief	FS5 Chief Surveyor	FS6 Survey Department Head	OD5 CADD Technician \$/hr	Wilson & Company Labor Cost	Survey GPS \$/day	Wilson & Company Direct Cost	
	216	184	142	92	75	85	118	160	115		125		
GENERAL SERVICES													
Project Management (Assume 6 Months)	24	18								\$8,496		\$0	\$8,496
Meetings	12	12								\$4,800		\$0	\$4,800
Invoicing	6									\$1,296		\$0	\$1,296
SUBTOTAL	42	30	0	0	0	0	0	0	0	\$14,592		\$0	\$14,592
DESIGN SERVICES													
Roadway Design and Roadside Development		20	40	80						\$16,720		\$0	\$16,720
Survey					80	80	40	20		\$20,720	\$288	\$288	\$21,008
90% Plan Drawings			8	20					40	\$7,576		\$0	\$7,576
90% Cost Estimate			4	8						\$1,304		\$0	\$1,304
90% Construction Specifications			8							\$1,136		\$0	\$1,136
QC and Final Bid Documents		16	20	40					20	\$14,708		\$0	\$14,708
Design Services During Construction	16	16								\$6,400		\$0	\$6,400
SUBTOTAL	16	52	80	148	80	80	40	20	60	\$68,564	\$288	\$288	\$68,852
ROW SERVICES											\$392		
Right-of-Way					60	60	30	12		\$15,556	\$400	\$1,000	\$16,556
SUBTOTAL	0	0	0	0	60	60	30	12	0	\$15,556	\$792	\$1,392	\$16,556
Project Totals	58	82	80	148	140	140	70	32	60	\$98,712	\$2,160	\$2,968	\$100,000

Total Estimated Fee for Project\$100,000



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Ben Schmitt, City Engineer

DATE: November 17, 2022

SUBJECT: Approval of MMOF Trail and Sidewalk Design between Basis Partners and the City of Woodland Park for \$164,445
(Presenter, City Engineer Ben Schmitt)

BACKGROUND: In 2021, the City Planning department secured an MMOF grant for improvements to trails, sidewalks, and ADA ramps throughout the City. The initial grant specified that all funds had to be spent in 2022, but due to staff turnover and workload, it was unrealistic to spend the entire amount by 2022. Through PPACG and CDOT, the City was graciously offered and received a one-time extension for the funds to be expended by 2024, so that the entire scope of the project could be completed.

Staff approached our on-call engineering firms, and solicited scope and fees for the design work, so that the projects could go out to bid in early 2023 to get the best pricing. Basis Partners provided a scope and fee for design and construction management services for \$149,495 for the entire design and support of the project during construction. Staff is asking for the approval of \$164,445 to be managed by staff for contingency if additional scope is discovered/required during the design process.

RECOMMENDATION:

Approve the scope and fee from Basis Partners under existing on Call Engineering Contract for the amount of \$164,445

ATTACHMENTS:

1. Basis - Woodland Park ADA_Scope of Work and Fee_Design and CM_NB
2. 1- 2022 On-Call Consulting Contract - Basis (Executed)

NOVEMBER 4, 2022

INTRODUCTION

Basis Partners (Basis) will provide professional engineering services to the City of Woodland Park for the preparation of construction plans, specifications, engineer's estimate of construction cost (PS&E) and provide construction management services for ADA improvements within the City Limits. The project scope includes 4,065 linear feet of sidewalk repair or new; 69 new or replacement of ADA non-compliant pedestrian ramps; and 1.5-mile asphalt overlay for the Centennial Trail adjacent to SH 67 from Fairfield Lane to the Pike National Forest boundary.

The purpose of the project is to remove and replace deficient ramps and sidewalks to meet current Americans with Disability Act (ADA) and Public Right-of Way Accessibility Guidelines (PROWAG).

CONTACTS

Key individuals related to the administration of this project include:

City Project Manager (PM)
Benjamin Schmitt
City of Woodland Park
719.246.3739
bschmitt@city-woodlandpark.org

Basis Principal in Charge
Dino Bakkar
Basis Partners
719-733-3489
dino.bakkar@basisp.com

Basis Project Manager
Dan Dahlke
Basis Partners
719.924.4156
dan.dahlke@basisp.com

SCHEDULE

Anticipated milestone dates include:

- Notice to Proceed (NTP)..... November 14th, 2022
- Site Assessment Completed November 30th, 2022
- Preliminary Engineering Exhibits..... December 16th, 2022
- City / CDOT Review Period End January 13th, 2023
- Construction PS&E Completed..... January 31st, 2023
- Construction Start..... TBD

This schedule based on the given Notice to Proceed. Changes to this date will alter the scheduled deliverable by a similar timeframe.

A. PROJECT MANAGEMENT

This task includes the work associated with Basis management and project controllers to set up, administer and coordinate the project.

1. Project Management and Administration

Project Management tasks include the work needed to set up the project financially within the Basis system, track project progress, and manage Basis staff working on the project.

Tasks

- Project setup
- Progress letters and invoices
- Financial tracking
- Client coordination (excluding formal meetings)
- Basis QA/QC and staff management
- Manage Basis staff and subconsultants working on the project

Deliverables

- Invoices and progress letters

2. Project Coordination

This task includes the work necessary for Basis to conduct regular progress meetings and review meetings. It is expected that two one-hour progress meetings with the client will take place as well as recurring, biweekly, half-hour internal meetings for Basis staff working on the project. For each meeting, Basis will prepare an agenda and document minutes.

Coordination with City Engineering, CDOT PM and specialty units, and Utilities are also included in this scope of work. Meetings with these groups will be held as needed and may include multiple groups. It is assumed that up to four one-hour meetings will be needed.

Tasks

- Conduct as-needed progress meetings with the City (2 meetings assumed)
- Conduct internal team meetings (4 meetings assumed)
- Conduct preliminary design review meeting (1 meeting assumed)
- Coordination meetings with various City divisions, CDOT and utilities (4 meetings assumed)
- Email and phone coordination
- Prepare meeting agendas and minutes

Deliverables

- Meeting agendas and minutes (PDF)

B. SITE DESIGN

This project design will be delivered as a singular set of plans with two deliverables consisting of preliminary plan exhibits and a final constructions plan set and cost estimate.

This phase includes the work necessary to perform the design, include collection of information for design by site assessment, existing utility mapping, and geotechnical engineering will be on call if needed.

Note: The site assessment cannot start until the contract NTP has been issued.

Key goals of the project include:

Stakeholders:

- Coordinate with:
 - City as owner
 - CDOT for compliance and approvals
 - Utilities to verify if there are conflicts

Site:

- Provide ADA compliant ramps and sidewalks along the project.
- Survey the existing ADA ramps and sidewalk for cataloging current conditions
- Trail overlay, assess current conditional and provide recommendations.

Stormwater:

- It is anticipated that disturbance will be under an acre and a SWMP narrative will be prepared for under an acre. If disturbance is over an acre a permit will be required by the construction contractor.

Key Assumptions for Project

- Water Quality will not be needed outside of coordination with City.
 - Disturbed area will be under one acre.
 - Design can accommodate ADA without relocation of utilities.
 - No ROW acquisition will be needed.
 - Plans will reference parcel data from the City GIS system.
 - Subsurface utility engineering will be completed to Level C or D.
 - Utility coordination is not needed.
 - All CADD work will utilize Bentley design software products such as Microstation and OpenRoads. Files can be converted to AutoCAD .dwg format upon request.
 - The project will reference standard City specifications and standard CDOT specifications, with City specifications taking priority.
 - Where ADA compliance is not feasible, Basis will seek and receive a design exception from the City and CDOT.
-

1. Site Assessment

This task includes acquisition of current condition of ADA ramps and sidewalks within the project limits.

Tasks

- Site Assessment
- Basis setup in database

Deliverables

- None

Meetings

- None

2. Utility Mapping

Existing utilities will be mapped based on available public data and coordination with utility stakeholders. Basis will establish an existing utility base file in MicroStation using available GIS information. Basis will coordinate with private utility stakeholders to obtain mapping for their existing facilities. It is assumed the private utility stakeholders in the corridor will need to be coordinated with.

Utility information collected and compiled during this task will be rudimentary and conceptual in nature. It is assumed that Subsurface Utility Engineering (SUE) will be completed to level D or Level C due to the anticipated depth of construction being less the one foot in depth.

Tasks

- Utility locates will be requested for the corridor

- Coordinate with private utility owners on existing facilities

Deliverables

- Meeting agendas and minutes (PDF)

3. Conceptual Design

A conceptual schematic-level design will be created which will reflect the best fit ADA ramps to meet the project goals listed previously, as determined by Basis and discussed with the City. Basis will first visit the site to perform an ADA review of the project limits to develop asset conditions.

Basis will use the data collected from the site visit to layouts of the improvements and present this to the City and CDOT via Microsoft Teams (Teams) for comments. The conceptual design will lay out the improvements along the site and an alternative in areas where the layout cannot meet ADA requirements or is infeasible.

Basis will layout the design of the project with the idea of minimizing the impact to pervious area for water quality. This scope does not include water quality design, as it is assumed the disturbed area can be kept under one acre.

The preliminary plan of improvements will include anticipated ADA ramp replacement, sidewalk replacements and Centennial trail overlay. The preliminary plan will include preliminary design where the 3D modeling of infrastructure will be engineered for ADA and PROWAG compliance to an approximate 30% level of design. The preliminary design will be presented to the City in exhibits for review. Upon review and approval of the preliminary engineering by the City, Basis will present the preliminary engineering exhibits to the City and CDOT via Teams for the conceptual and 50% design levels and plans will be created for presentation and review. Upon approval of the preliminary plans, our team will complete the design, create final plans, and seek permitting from the City and CDOT for compliance. A cost estimate will not be created with the concept design.

- Identification of existing right-of-way (ROW), easements, property boundaries, and any work related to land ownership. It is assumed that the project can be completed within existing ROW.

Tasks

- Site visit for documentation of assets
- Develop ADA rehabilitations to City and ADA standards
- Layout proposed elevations to achieve ADA compliance where feasible
- Design project infrastructure as listed in goals in Section B.
- Provide a schematic level assessment and SOAQ for determined improvements
- Locate problematic areas for discussion with the City

Deliverables

- None

Meetings

- Concept Design Review Meeting (1 meeting, 1 hour)

4. Preliminary Plans and Estimate (60%)

Upon review of the Conceptual Design and approval from the City and CDOT, the comments from the City / CDOT will be incorporated into preliminary design (approximately 60% level) of construction plans.

In the preliminary plans task, surface runoff evaluation and drainage assessment will be performed. This will address the surface drainage, and not include adjustments to subsurface drainage systems. A preliminary Stormwater Management Plan (SWMP) will be created with the drainage for erosion control in construction.

Public utilities in the corridor are mostly in the boundaries of the right of way (ROW) and it is anticipated they will not be in conflict.

Basis will prepare a conceptual cost estimate of the proposed improvements in this phase. The cost estimate will be based off the average of City of Colorado Springs 2C bid prices for concrete flatwork and the recent Woodland Park work on Baldwin and Kelly's Road.

Basis will provide the conceptual plans and estimate to the City for review and will then hold a progress meeting (in person or over Teams) after completion of the 60% set of plans with the City to discuss the developed design options. The preliminary plans will be submitted to CDOT for comments and review at this phase.

Tasks

- Investigate options laid out in project goals for inclusion
- Create a removal plan based on new infrastructure
- Request plan review from utilities for conflicts
- Create basic cost estimate of project
- Create preliminary SWMP for project
- QA/QC of design deliverables

Deliverables

- Preliminary (60%) ADA, sidewalk, and site improvements plans
- Preliminary (60%) quantities
- Preliminary construction cost estimate
- Preliminary SWMP

Meetings

- One progress meeting with City, (1 hour)
- One review meeting with City, (1 hour)
- One meeting with CDOT, (1 hour)

5. Final Design / Construction Plans

This task includes the work necessary to advance preliminary design to bid advertisement and construction. Comments from the preliminary design review will be incorporated and design advanced to a 100% level. Technical specifications will be developed during this phase as directed by the City as well as a final construction cost estimate. A summary of quantities will be provided with the plans. The City will have an opportunity for a final review and Basis will incorporate additional comments.

The construction cost estimate will be updated for plan quantity changes. The plans will be signed and sealed by a Professional Engineer. It is assumed that any specifications, special provisions, or modifications to standard specifications will be included in the plans as notes.

The anticipated plan set index is shown in the table below. This table is based on assumptions of scale and needs and is for information only; the final sheet index may vary.

Subset Title	# Of Sheets	Subset Title	# Of Sheets
Title	1	Horizontal Geometry	2
Summary of Approximate Quantities	1	Stormwater Management Plan	2
General Notes	1	Trail Overlay	2
Typical Section / Details	2	ADA plan sheets	10
Total Anticipated Sheet Count			21

Tasks

- Incorporate preliminary design comments.
- Create SWMP for under an acre disturbance
- Update design to 100% level.
- Update quantities and cost estimate.
- Develop specifications, as appropriate.

Deliverables

- Construction plans, cost estimate, specifications
- Final Construction Plans (PDF)
- Final Engineer Construction Cost Estimate (PDF and Microsoft Excel)

Meetings

- None

6. Geotechnical Engineering - Trail Overlay - On Call

This task will require the Geotechnical Engineer, Granite Engineering Group (GEG), to perform a site visit and possible soil sampling to provide a pavement recommendation for the trail overlay.

Tasks

- Geotechnical Engineering Investigation
- TBD

Deliverables

- Recommendation Report

Meetings

None

C. DESIGN SERVICES DURING CONSTRUCTION

During the bidding and construction phase, questions may arise related to design. This task includes responses to Requests for Information (RFIs) by Basis designers, as necessary. This task is based on an assumed level of effort, as shown in the fee proposal. Costs in excess of this assumption will be considered out of scope.

It is assumed that any design changes will be minor and can be addressed in writing in the form of a response to an RFI. Modification to plan sheets is not included in this task.

It is assumed any other services in construction will be managed by the City. Construction Management of the project is not included in this scope but can be added at the City's request.

D. CONSTRUCTION MANAGEMENT SERVICES

This task includes the work necessary to provide field and office CM services to manage construction quality and compliance with the contract documents. Team Members and the roles served, along with the hours estimated to create the fee are included in Exhibit A.

Basis will oversee the construction activities for the ADA and trail overlay project through project closeout. This scope assumes 70 days of full time CM and inspections support plus closeout effort of 7 days. 69 ADA ramps at 5 per week equals 14.8 weeks, rounding to 15 weeks equals 70 working days.

1. Preconstruction Support

This task includes the necessary pre-work tasks to position the team, meet with stakeholders and utility owners, establish lines of communication, setup standard documentation structure, and outline project specific roles before construction work gets underway.

Tasks

- *Pre-Construction Conference:* Basis will attend the Preconstruction Meeting to be led by the city.
- Review and approve contractor's Baseline Schedule Submittal Package prior to construction proceeding.
- Procure, document, and review necessary contractor submittals prior to construction proceeding. Forward applicable submittals to the design engineer, as necessary. Develop written response correspondence for each submittal.
- Review material documentation
- Setup customized digital forms for standardization of documentation across the team.

Deliverables

- Formal acceptance documents for schedule
- Formal acceptance documents for submittal packages

Meetings

- Preconstruction Meeting (2 hour)
- Public Meetings as requested
- Weekly Progress Meetings

2. Construction Management and Inspection

Provide complete Construction Management, construction inspection and materials testing and documentation for a period of performance of approximately 70 days from construction NTP. CM and inspection will be performed by Basis staff and material testing will be completed by Granite Engineering group. The Engineer in responsible charge of the project is Dan Dahlke, PE and the Construction Inspectors will be under his direction. As the Owner's representative in the field, Basis shall determine, in general, if the work of the construction contractor is being performed per the requirements of the Contract Documents, endeavoring to guard the City against defects and deficiencies in the work.

Basis field staff will keep daily diary logs for each day they perform construction observations which is paired with photo logs for complete documentation. Basis diaries will be similar to CDOT form 103a.

Basis will perform numerous tasks during the construction phase on behalf of the city for compliance and documentation, including:

Tasks

- Field Administration
- Create documentation of existing conditions
- Observe and document workmanship, materials, labor, and equipment used on construction.
 - Prepare and keep daily diaries documenting construction activities
 - Work with Utilities for potholing and coordination
 - Track quantities
 - Inspect contractor survey work limits
 - Note public safety and traffic control conditions
 - Track materials testing for Quality Assurance (QA)
- Prepare monthly estimates of contractor's work performed, materials placed or stockpiled on hand in accordance with the Contract Documents. Resolve differences with the contractor and forward the agreed upon pay application to the City PM for approval and processing.
- Perform independent field measurements and on-site quality assurance to review and verify the contractor's application for progress payments
- Coordinate construction materials testing and quality assurance activities in accordance with the *CDOT Field Materials Manual*
- Assist the contractor led utility coordination
- Review contractor requests for information (RFI) to clarify or interpret the contract documents. Render formal written responses, with the support of the City.
- Review, verify, and provide recommendations on contractor issued change order (CO) requests
 - Tracking of CO and budget effects
 - Prepare CO documentation packages as approved by the city
- Shop drawing, and submittal review and logging
- Monthly construction schedule submittal review and approval
- Set up and conduct weekly construction progress meetings
- Obtain monthly documentation of payment to contractor's subs

Deliverables

- Existing conditions video/photos
- Minutes of Meetings
- Construction Diaries and Photo Logs
- Change Orders and CO Log
- RFI responses and RFI Log
- Material Certifications including the form 250
- Change Orders, Speed Memos, and documented communications among the team
- Punch List

Meetings

- Lead on-site, weekly project progress meeting with contractor, City, and pertinent stakeholders (14 meetings)

3. Closeout

Closeout of the project is a critical project milestone and crucially involved. This task includes the work needed to close out the project with the city and CDOT. Once the closeout documentation has

been successfully completed, all records will be given to the city for archiving in PDF, JPG, Word, and Excel formats.

Tasks:

- Perform punch list walkthrough with City, CDOT and Contractor
- Finalize quantities, plans, pay estimate, and documentation
- Finalize Basis electronic redline plan set, obtain contractor redline plans
- Check material documentation and final certification
- Process and release final payments to contractor

Deliverables

- Final Acceptance Letter
- Distribution of redline plan sets
- Form 1419 from contractor

Meetings

- On-site Final Punchlist Walk-through

CLIENT-PROVIDED MATERIALS OR RESPONSIBILITIES

The following materials are necessary for Basis to complete the work and will be provided by the client:

- Coordination with project stakeholders
- Any public involvement outreach program

DESIGN EXCLUSIONS

The following are not included in this scope. This list is not comprehensive. Inclusion of these items will be subject to a change in scope, schedule, and fee.

- Coordination with agencies besides the client PM and CDOT
- Traffic counts and traffic analysis
- As-built plans
- Hydrology, and hydraulics beyond a drainage evaluation letter
- Environmental tasks
- Cultural resources or historical permitting
- Public meetings and any communication with the public or media
- Construction management
- Utility design, utility potholes, and SUE, except for the specific areas listed above.
- Irrigation and landscaping design
- Preparation of non-technical components of the RFP/IFB
- Other items not specifically included in this scope of work.

CONSTRUCTION EXCLUSIONS

Basis will notify the City PM, contractor, or applicable parties when violations of safety, health, laws, or regulations are observed. Basis is not liable for construction means, methods, sequences, techniques or health and safety precautions and programs of the construction contractor(s), including construction site safety, all of which shall remain the sole responsibility of the construction contractor. Basis's will

inspect and enforce, but Basis's responsibility does not cover the construction contractor's compliance regarding any federal, state and local laws, rules and regulations pertaining to health and safety, which includes federal and/or state OSHA rules and regulations. Basis shall be responsible for compliance of these items for Basis employees only. Basis is not liable for the safety of others working on this project or general public, which will remain with the construction contractor.

The following are not included in this scope. This list is not comprehensive. Inclusion of these items will be subject to a change in scope, schedule, and fee.

- Surveying
- Environmental permitting
- Design engineering services
- Project permitting
- Public or private utility inspections performed by other owners/operators
- Coordination with agencies besides the City and CDOT
- Utility design, utility potholes, and Subsurface Utility Engineering (SUE)
- Other items not specifically included in this scope of work.
- Public information or outreach

RESPECTFULLY SUBMITTED



Dan Dahlke, PE
Basis Project Manager



Dino Bakkar, PE
Basis Principal in Charge

INSERT FEE SHEET



Task	Job Classification	Professional 9	Professional 2	Technical 4	Technical 3			SUBTOTAL HOURS	ODC or Sub (See table at bottom)	SUBTOTAL FEE
	Billing Rate	\$190.00	\$120.00	\$105.00	\$95.00					
A PROJECT MANAGEMENT		36	0	0	32	0	0	68		\$ 9,880.00
1 Project Management and Administration		12			32			44		\$ 5,320.00
2 Project Coordination		24						24		\$ 4,560.00
B SITE DESIGN		30	72	232	0	0	0	334	\$ 5,000.00	\$ 43,700.00
1 Site Assessment		4		80				84		\$ 9,160.00
2 Utility Mapping		1		8				9		\$ 1,030.00
3 Conceptual Design		8	16	48				72		\$ 8,480.00
4 Preliminary Design and Estimate (60%)		8	40	48				96		\$ 11,360.00
5 Final Design / Construction Plans		8	16	48				72		\$ 8,480.00
6 Geotechnical Engineering		1						1	\$ 5,000.00	\$ 5,190.00
C DESIGN SERVICES DURING CONSTRUCTION		4	4	8	0	0	0	16		\$ 2,080.00
1 Post bid answering of questions		4	4	8				16		\$ 2,080.00
D CONSTRUCTION MANEGMENT SERVICES		52	0	620	0	0	0	672	\$ 18,855.00	\$ 93,835.00
1 Preconstruction Support		4		4				8		\$ 1,180.00
2 Construction Management and Inspection		40		560				600		\$ 66,400.00
3 Closeout /Final Paperwork		8		56				64		\$ 7,400.00
4 Construction Material Testing									\$ 18,855.00	\$ 18,855.00
										\$ -
										\$ -
SUBTOTAL		HOURS	122	76	860	32	0	0	1090	
		FEE	\$ 23,180.00	\$ 9,120.00	\$ 90,300.00	\$ 3,040.00	\$ -	\$ -	\$ 125,640.00	\$ 23,855.00

SERVICES TOTAL = \$ 149,495.00

Other Direct Cost (ODC), Subcontractor, and Vendor Detail		
Task	Description	Cost
B6	Granite Engineering- On call	\$ 5,000.00
D4	Construction Material Testing	\$18,855.00

Submitted by:
B2P, LLC dba Basis Partners

Dan Dahlke, PE
Basis Project Manager

Dino Bakkar, PE
Basis Manager

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.

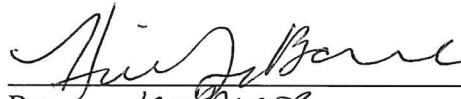
J. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

K. Contract Modification. The 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.

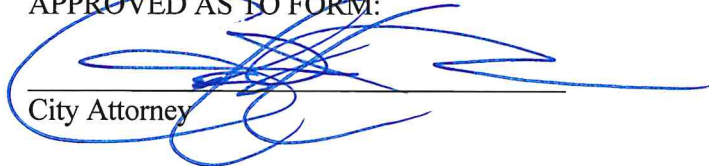
CITY OF WOODLAND PARK


By: Mayor
Its: _____

ATTEST:



APPROVED AS TO FORM:


City Attorney

CONSULTANT

Basis Partners / Nouraldeen "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: _____

Award Statement Memorandum

From: Nicole Evans, Event Center Coordinator

Subject: Audio/ Visual Improvements to the Ute Pass Cultural Center
Award to Most Complete Bid

Date: October 26, 2022

CC: Cindy Keating, Parks and Recreation Director
Ben Schmitt, City Engineer
Michael Lawson, City Manager

In August 2022, the City received 3 qualified bids for the virtually posted Audio/ Visual Improvements to the Ute Pass Cultural Center (UPCC) project. The low bid was \$102,800.00 from High Country Low Voltage, the middle bid was \$103,663.40 from Loud Mountain Studios, and the most complete bid was \$138,517.32 from Global Technology Group.

Upon reviewing the detailed bids from each company, Global Technology Group offers the most complete upgrade for the UPCC Audio/Visual Improvements. Global Technology Group will incorporate the current house lights into a new lighting system that will be user friendly due to a new gang wall. High Country Low Voltage will not provide electrical work nor work on the current house lights, as part of their bid. Loud Mountain Studios did not offer this inclusive lighting option, and noted that electrical work will need to be hired separately.

Per the draft City Procurement Policy, Section IX Competitive Bidding, Section F:

“Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid package, unless the City Manager or his designee shall determine that the public interest will be better served by accepting a different bid. When the award is not given to the lowest bidder, a complete statement of the reasons for placing the order with another bidder shall be made available to all bidders upon request.”

Per this policy, and the referenced memorandum, the public interest would be best served by accepting the most complete bid from Global Technology Group.



CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this “Agreement”) is entered into this 17 day of November, 2022 by and between the City of Woodland Park, Colorado (hereinafter referred to as the “Owner”) and Global Technology Group (hereinafter referred to as the “Contractor”).

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

ARTICLE 1 WORK

- 1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows: Audio/Visual and Lighting Improvements for the Ute Pass Cultural Center.

ARTICLE 2 THE PROJECT

- 2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: Audio/Visual and Lighting Improvements for the Ute Pass Cultural Center. (the “Project”).

ARTICLE 3 ENGINEER

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

ARTICLE 4 WORKER WITHOUT AUTHORIZATION EMPLOYMENT

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

ARTICLE 5 CONTRACT TIMES

5.01 Time is of the Essence

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

5.02 Days to Achieve Substantial Completion and Final Payment

- A. Contractor shall achieve Substantial Completion within 90 calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 120 calendar days of the issuance by the Owner of a Notice to Proceed.



5.03 Liquidated Damages

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

ARTICLE 6 CONTRACT PRICE

- 6.01 Owner shall pay Contractor One Hundred Thirty-Eight Thousand Five Hundred Seventeen dollars (\$138,517.32) for completion of the Work as full compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks



of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

ARTICLE 7 PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

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

7.02 Progress Payments; Retainage

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

7.03 Final Payment

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

ARTICLE 8 PROJECT WARRANTIES

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

ARTICLE 9 INSURANCE

- 9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this Article and the insurance has been approved by the City Administrator or his designee. The City of Woodland Park shall be named as an additional insured. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:



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

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

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

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



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

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

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

ARTICLE 12 PERFORMANCE BOND

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

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification

- A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees,



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

13.02 Assignment of Contract

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

13.03 Successors and Assigns

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

13.04 Severability

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

13.05 Independent Contractor

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

13.06 No Waiver of Governmental Immunity

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

[The remainder of this page is intentionally left blank.]

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

CITY OF WOODLAND PARK

Name: _____
Title: _____

ATTEST:

CONTRACTOR

Name: _____
Title: _____

ATTEST:

WORKER WITHOUT AUTHORIZATION ADDENDUM

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

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

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

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

CONTRACTOR

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



City of Woodland Park Staff Report for City Council

Meeting Date: November 18, 2022

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
8A	Finance	Aaron Vassalotti Finance Director

ITEM:

Ordinance No. 1433 and Ordinance No. 1434 Series 2022

Consider on initial posting and set the Public Hearing for December 1, 2022 for Ordinance No. 1433, Series 2022: “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR FOR GENERAL FUND (100)” and Ordinance No. 1434, Series 2022: “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).”

BACKGROUND:

In accordance with the City Charter, the City Manager prepared and submitted a budget to City Council by October 15, 2022. Over the course of several Council meetings and work sessions, staff and Council reviewed and discussed the proposed draft of the recommended 2023 budget.

DISCUSSION:

Tonight is the initial posting and setting of the Public Hearing for the 2023 budget appropriation ordinances. Adopting the two Ordinances following a Public Hearing on December 1, 2022, will appropriate sums of money that will allow for the expenditure of revenues in each fund in the amount and for the purpose as set forth in the Ordinances. The budget document with the line item detail has been provided.

RECOMMENDED ACTION:

Consider Ordinance No. 1433 and Ordinance No. 1434, Series 2022 and set Public Hearings for December 1, 2022.

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1433, SERIES 2022

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR FOR GENERAL FUND (100).

WHEREAS, the City Council has adopted the annual budget for the General Fund (100) in accordance with the City Charter on December 1, 2022; and

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

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

NOW, THEREFORE THIS ORDINANCE:

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

That an Ordinance entitled “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR FOR GENERAL FUND (100).” be and the same is hereby adopted as follows:

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

GENERAL FUND

Budgeted Revenue	<u>\$ 14,368,282</u>
Current Operating Expenditures	
Elected Officials	\$ 46,600
City Manager	642,093
City Clerk	368,657
Municipal Court	124,604
Planning and Building	503,690
Inter/Nondepartmental	931,507
Education Support	3,068,516
Finance	607,690

Parks, Buildings and Grounds	909,903
Information Technology	425,762
Police	3,200,135
Public Works Administration	426,497
Fleet Maintenance	508,243
Street Operations	632,918
Total Current Operating Expenditures	12,396,815
Debt Service Expenditures	705,088
Capital Outlay Expenditures	647,000
Transfers Out	608,678
Total General Fund Expenditures and Transfers Out	<u>\$ 14,357,582</u>

Section 2. This Ordinance shall be in full force and effect on and after January 1, 2023 after adoption and publication required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 1st DAY OF DECEMBER 2022.

Hilary LaBarre, Mayor Pro Tem

ATTEST:

Suzanne Leclercq, City Clerk



City of Woodland Park Staff Report for City Council

Meeting Date: November 18, 2022

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
8A	Finance	Aaron Vassalotti Finance Director

ITEM:

Ordinance No. 1433 and Ordinance No. 1434 Series 2022

Consider on initial posting and set the Public Hearing for December 1, 2022 for Ordinance No. 1433, Series 2022: “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR FOR GENERAL FUND (100)” and Ordinance No. 1434, Series 2022: “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).”

BACKGROUND:

In accordance with the City Charter, the City Manager prepared and submitted a budget to City Council by October 15, 2022. Over the course of several Council meetings and work sessions, staff and Council reviewed and discussed the proposed draft of the recommended 2023 budget.

DISCUSSION:

Tonight is the initial posting and setting of the Public Hearing for the 2023 budget appropriation ordinances. Adopting the two Ordinances following a Public Hearing on December 1, 2022, will appropriate sums of money that will allow for the expenditure of revenues in each fund in the amount and for the purpose as set forth in the Ordinances. The budget document with the line item detail has been provided.

RECOMMENDED ACTION:

Consider Ordinance No. 1433 and Ordinance No. 1434, Series 2022 and set Public Hearings for December 1, 2022.

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1434, SERIES 2022

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).

WHEREAS, the City Council has adopted the annual budget in accordance with the City Charter on December 1, 2022; and

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

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

NOW, THEREFORE THIS ORDINANCE:

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

That an Ordinance entitled “AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).” be and the same is hereby adopted as follows:

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

GRANTS FUND

Budgeted Revenues	
Victim Assistance Law Enforcement (VALE) grant	\$ 75,363
Victims of Crimes Act Grant (VOCA) grant	57,153
American Rescue Plan (ARPA) grant	0
Use of Fund Balance	<u>1,349,703</u>
Total Sources	<u>\$ 1,482,219</u>

Victim Assistance Law Enforcement (VALE)	\$ 71,128
Victims of Crimes Act (VOCA)	57,067
American Rescue Plan (ARPA)	1,349,703
Total Grant Fund Expenditures	<u>\$ 1,477,898</u>

DOWNTOWN DEVELOPMENT AUTHORITY

Budgeted Revenues	\$ 768,351
 Total Sources	 <u>\$ 768,351</u>
 Current Operating Expenditures	 \$ 187,700
Debt Service Expenditures	478,798
Total Downtown Development Authority Fund Expenditures	<u>\$ 666,498</u>

CULTURE AND RECREATION FUND

Budgeted Revenues	\$ 1,345,328
 Current Operating Expenditures	
Parks and Recreation	\$ 359,853
Cultural Center	183,763
Aquatic Center	801,712
Total Culture and Recreation Fund Expenditures	<u>\$ 1,345,328</u>

LODGING TAX FUND

Budgeted Revenues	\$ 484,264
Use of Fund Balance	0
Total Sources	<u>\$ 484,264</u>
 Transfer to General Fund	 <u>\$ 484,235</u>
Total Lodging Tax Fund Transfer Out	<u>\$ 484,235</u>

CONSERVATION TRUST FUND

Budgeted Revenues	\$ 75,300
Use of Fund Balance	0
Total Sources	<u>\$ 75,300</u>
 Transfer to General Fund	 \$ 0
Transfer to Culture and Recreation Fund	75,000
Total Conservation Trust Fund Transfer Out	<u>\$ 75,000</u>

STREET CAPITAL IMPROVEMENT FUND

Budgeted Revenues	\$ 2,830,800
Use of Fund Balance	3,365,460
Total Sources	<u>\$ 6,196,260</u>

Capital Outlay Expenditures	\$ 6,034,585
Transfers Out	<u>161,675</u>
Total Street Capital Improvement Fund Expenditures and Transfers Out	<u>\$ 6,196,260</u>

STORMWATER MANAGEMENT FUND

Budgeted Revenues	\$ 157,940
Use of Fund Balance	<u>6,135</u>
Total Sources	<u>161,675</u>
Capital Outlay Expenditures	\$ 2,400
Transfer Out	<u>161,675</u>
Total Stormwater Management Fund Expenditures	<u>\$ 164,075</u>

WATER UTILITY ENTERPRISE FUND

Budgeted Revenues	\$ 2,662,085
Use of Funds Available	<u>2,194,663</u>
Total Sources	<u>\$ 4,856,748</u>
Current Operating Expenditures	\$ 1,918,748
Capital Outlay Expenditures	2,938,000
Total Water Utility Enterprise Fund Expenditures	<u>\$ 4,856,748</u>

WASTEWATER UTILITY ENTERPRISE FUND

Budgeted Revenues	\$ 2,249,450
Use of Funds Available	<u>280,675</u>
Total Sources	<u>\$ 2,530,125</u>
Current Operating Expenditures	\$ 1,446,899
Capital Outlay Expenditures	633,000
Debt Service Expenditures	<u>450,226</u>
Total Wastewater Utility Enterprise Fund Expenditures	<u>\$ 2,530,125</u>

Section 2. This Ordinance shall be in full force and effect on and after January 1, 2023 after adoption and publication required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 1st DAY OF DECEMBER 2022.

Hilary LaBarre, Mayor Pro Tem

ATTEST:

Suzanne Leclercq, City Clerk

**CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1432, SERIES 2022**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND
PARK, COLORADO FURTHER EXTENDING A TEMPORARY MORATORIUM
ON THE SUBMISSION, ACCEPTANCE, PROCESSING AND APPROVAL OF
APPLICATIONS FOR SHORT-TERM RENTAL LICENSES**

WHEREAS, the City of Woodland Park, Colorado (“City”) is a statutory City, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-401, the City by and through its City Council (“Council”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, pursuant to C.R.S. § 31-23-301 the Council also possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, pursuant to C.R.S. § 31-15-501, the City also possesses the authority to regulate the operation and licensing of businesses generally within its jurisdiction; and

WHEREAS, pursuant to such authority, the City has previously adopted certain regulations within Title 5, concerning business licenses and regulations, and Title 18, concerning zoning, of the Woodland Park Municipal Code (“Code”); and

WHEREAS, on July 7, 2022, through Ordinance 1426, the City Council imposed a three (3) month temporary moratorium on receiving applications for review and issuing or approving short-term rental licenses in order to preserve the status quo while the City conducted public engagement, neighborhood meetings, surveys and work sessions, and while City Council, Planning Commission and City staff completed its review and draft of the City’s regulatory framework for short-term rentals and its impact on neighborhood character and availability of housing stock; and

WHEREAS, on October 6, 2022, through Ordinance 1430, the City Council extended said temporary moratorium, originally set to expire on October 15, 2022, to December 15, 2022, because the Planning Commission and City Council were still in the process of holding meetings and public hearings to obtain further relevant public comment, and so that City staff could continue diligently researching and drafting these requested short-term rental regulations appropriate for the needs of the Woodland Park community; and

WHEREAS, on October 20, 2022, City Council heard public comment from numerous residents and property owners on this important issue to the community, and determined that more time was necessary to obtain further input from the community, as well as to consider all available options with sufficient time to do so, and therefore directed legal staff to draft an ordinance further extending the moratorium an additional six months past the December 15, 2022 expiration; and

WHEREAS, Council finds that these six (6) additional months is an appropriate length of

time to consider, hold further public hearings and finalize draft short-term rental regulations; and

WHEREAS, in order for equitable enforcement and consistent application of the Code and the City's administrative regulations, it is crucial that the temporary moratorium be extended until June 24, 2023, for six (6) additional months past the current expiration date of December 15, 2022; and

WHEREAS, the Council also finds and determines that the subject regulations concerning short-term rentals, as well as this short extension of the temporarily moratorium on short-term rental license applications, are necessary to the preservation of the public health, safety and welfare, as well as consistent and equitable enforcement and applicability.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO as follows:

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

Section 2. Extension of Temporary Moratorium. Effective upon the effective date of this Ordinance, the moratorium extended on October 15, 2022, upon the submission, acceptance, processing, and approval of all applications for short-term rental licenses within the City of Woodland Park is hereby extended until June 24, 2023. No application for a short-term rental license shall be submitted to or accepted by the City, and no such application shall be reviewed or license issued or approved in response to such an application. City Staff and the City Council are directed to develop and amend and adopt regulations appropriate to short term rentals prior to the expiration of this moratorium period.

Section 3. Effective Date; Expiration. The moratorium originally imposed on July 7, 2022, and extended until December 15, 2022, shall continue, and shall expire on June 24, 2023, unless repealed prior to that date, or extended to a later date.

Section 4. Current Business Licensees Operating Short-Term Rental Businesses. Current City of Woodland Park business license holders operating a short-term rental business shall be entitled to apply for a renewal of their business license with the City of Woodland effective January 1, 2023, provided that the name and identity of the license holder, applicant, property address, short-term rental unit address, and all other relevant details are identical to last year's business license application, and provided that the business license holder understands that said business license shall be provisional and effective only through June 30, 2023.

Section 5. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its publication as required.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC
HEARING 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: November 17, 2022

SUBJECT: Approve Ordinance No. 1435, Series 2022 on initial posting, to amend the 2022 Budget Expenditure Appropriation, (Budget Supplemental Ordinance), and set the Public Hearing for December 1, 2022. (A)
(Presenter, Finance Director Aaron Vassalotti)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: November 17, 2022

SUBJECT: ORDINANCE 1431, Series 2022, an Ordinance Amending Titles 5 and 18 of the Woodland Park Municipal Code, Concerning Business Regulations and Zoning, to License and Regulate Short-term Rentals. (L)
(Presenter, Planning Director, Karen Schminke, AICP)

BACKGROUND: See attached detailed report.

RECOMMENDATION: Resolve all conflicting provisions and language prior to passing Ordinance 1431, Series 2022.

ATTACHMENTS:

1. Memo to CC 2022-1110
2. STR redline First Reading Amendments
3. STR First Reading Amendments CLEAN



City of Woodland Park Memo for City Council

Meeting Date: November 17, 2022

Agenda Item

Department

Presenter

9.A.

Planning

**Karen Schminke, AICP
Planning Director**

BACKGROUND SUMMARY

Short-term rentals can best be explained as the renting of either a part of a residence or the whole residence for less than 30 consecutive days. The City's current zoning regulations do not explicitly address short-term rentals (or rentals of residential property for any length of time) in any zoning district.

Over a year ago, the Planning Commission identified short-term rentals (STR) as an issue that should be reviewed and possibly addressed with a Code change. Since then this topic gained considerable traction and a variety of meeting and community input/engagement activities have taken place. These were followed by several joint work sessions between City Council and Planning Commission where strategies to address the impacts of this use were reviewed and Planning Commission was directed to prepare an ordinance to regulate this use.

Ordinance 1431, Series 2022, as recommended by the Planning Commission, is the result of the community engagement activities, joint work sessions, and the Planning Commission's own work session and public hearing process. This proposal was to regulate STRs in most zone districts, but prohibits them in the multi-family zone districts.

At their November 3, 2022 meeting, City Council made a number of amendments to the proposed ordinance on first reading. Included in this packet is Ordinance 1431, Series 2022 as amended on first reading November 3, 2022.

All activities on this topic have been chronicled on the City's community engagement website What's Up Woodland Park. This website can be accessed through this link:

[Short-term Rentals | What's Up Woodland Park \(whatsupwoodlandpark.com\)](https://www.whatsupwoodlandpark.com)

DETAILED HISTORY

Over a year ago the Planning Commission identified short term rentals (STR) as an issue that should be reviewed and possibly addressed with a Code change. Short term rentals can best be

explained as the renting of either a part of a residence or the whole residence for less than 30 consecutive days.

The City's current zoning regulations do not explicitly address this type of rental (or any residential rental) in any zoning district. Within Title 3 – Revenue and Finance, lodging tax and its applicability to rentals of less than thirty consecutive days is clearly outlined:

3.38.010 - Lodging tax levied; use of revenues.

A. There is levied a tax of five and seven-tenths per cent on the purchase price paid for the short-term (less than thirty consecutive days) leasing or rental of any hotel room, motel room, apartment, lodging or inn room, motor hotel, guest house, mobile home, trailer court, bed and breakfast, or any other place that furnishes sleeping accommodations under any concession, permit, right of access, license to use or other agreement or otherwise within the city.

B. The revenues from said tax shall be used for the payment of activities associated with economic enhancement and sustainability of the city, to include without limitation capital projects and annual operating and maintenance expenses for beautification and streetscape purposes throughout the city and for advertising, marketing, and promotion of the city.

Business licenses are a means to track who is conducting business within the city limits and, depending upon the type business, ensure the appropriate sales and lodging taxes are being collected and remitted to the City. Since rental periods of less than thirty consecutive days are subject to the lodging tax, business licenses (as detailed in Title 5) have been required for those who are operating an STR.

Over the past year this topic gained considerable traction and a variety of meetings and community input/engagement activities have taken place:

November 2021 – Staff started one-on-one interviews with stakeholders.

May 5th – City Council and Planning Commission joint work session.

June – Online community questionnaire.

July 6th – Two community conversation events at Ute Pass Cultural Center.

July 7th – City Council adopted a 90-day moratorium (Ordinance 1426) on the issuance of business licenses for short term rentals.

July 21st – City Council and Planning Commission joint work session.

August 18th – City Council and Planning Commission joint work session.

The purpose of these various community engagement activities and joint work sessions was to define the issue, develop a thorough understanding of the benefits and impacts of short term rentals, and to build consensus on addressing the use in City Code.

At the August 18th joint work session there was discussion regarding a variety of recommendations:

Recommendations

- Update City Code
- Separate STR licenses from business licenses
 - License tied to an individual and is non-transferable
- Set a cap on STR licenses, potentially by zone
 - Exempt current licensed STRs
- Prohibit sub-leasing for STR purposes
- Off-street parking
- Occupancy limits based on bedroom space
- 24-hour contact
- Self-attested Inspections
- Good neighbor guidelines
- Collaborate with HOAs and covenanted communities

As well as some other ideas:

Other ideas

- Prohibit non-owner occupied STRs in Single Family Residential Zones (Exemption granted for Current Licensed STR owners until property ownership changes)
- Prohibit STRs in Multi-Family Zones (No Legacy Exemptions)
- Minimum night stay requirement

At the direction of City Council, staff prepared a draft ordinance that the Planning Commission reviewed and refined at their September 8th work session.

As required by Woodland Park Code section 18.69.010, any amendment to Title 18 of the City Code *must* first be reviewed by the Planning Commission. Pursuant to Code section 2.40.030, the Planning Commission held a public hearing on September 24th and concluded the hearing on September 29th.

PLANNING COMMISSION PROPOSED ORDINANCE

The attached ordinance is what the Planning Commission has recommended to City Council for consideration. It is a direct result of the community engagement activities, joint work sessions, and a Planning Commission work session and public hearings. It also has incorporated the recommendations and some of the other ideas from the August 18th joint work session.

The WHEREAS statements on the first page describe the objectives and the need for the ordinance:

- protect residential integrity and community character within the City
- adopt licensing regulations and restrictions on the renting or leasing of real property for occupancy of less than 30 days
- ensure clarity, increased enforcement, fairness and consistency with the goals of the City, for its residents, businesses and customers

- the subject regulations concerning short-term rentals are necessary to the health, safety and welfare of the public and to prevent adverse impacts to adjacent properties, neighborhoods and quality long-term rental housing units within the City

The body of the ordinance contains the specific language that would be added into the City Code book. The proposed language includes:

- definitions necessary to clarify what a short term rental is (Titles 5 & 18);
- standards for who can obtain a license for a short term rental businesses (5.22.020);
- establishment of caps on the number of STR units by zoning district (5.22.020 (g)) with the proposed percentages matching the current percentages of licensed STR units;
- provisions for a waiting list for licenses (5.22.020 (h));
- provisions for a designated local contact person (5.22.020 (i));
- no STR license required if renting a portion of your primary residence while you are occupying the residence during the rental period (5.22.020 (n));
- provisions for renewing or revoking a license as well as penalties (Title 5);
- STR licenses are non-transferable (5.22.030 (e));
- the use is clearly identified in the zoning regulations and includes definitions (Title 18);
- identifies the locations where an STR may be permitted (18.09.090 table of uses) and prohibits STRs in multi-family zones;
- standards for the use (18.78.050) including prohibited structures, occupancy limits, parking spaces required, and separation of STR units; and
- transitional provisions in Section 7.

Since the Planning Commission concluded their hearing and made a recommendation to City Council the following has occurred:

October 6th – City Council held a work session for discussion of short-term rental policy and directed staff to prepare an amended ordinance that would prohibit STRs in all residential zones.

October 6th - City Council extended the moratorium on the issuance of business licenses for short term rentals through December 16, 2022 (Ordinance 1430).

October 20th – At first reading of Ordinance 1431, Series 2022, City Council took public comment and voted to Table the item until November 3, 2022.

At first reading of Ordinance 1431, Series 2022, on November 3, 2022, City Council discussed and made a number of amendments to the proposed ordinance. There are several items that conflict and must be resolved. The amendments are:

Strike subsection 5.22.020(l), as follows; reletter succeeding subsections accordingly:

~~(l) No short term rental unit within the SR zoning district shall be located within five hundred (500) feet of another short-term rental unit. No short-term rental unit within the UR or PUD zoning district shall be located within two hundred fifty (250) feet of another short-term rental unit. The separation measurement shall be made in a straight line from the nearest property line of the proposed short-term rental unit to the nearest property line of another short-term rental unit.~~

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Strike subsection 18.78.050(b)(8), as follows:

1. ~~No short-term rental unit within the SR zoning district shall be located within five hundred (500) feet of another short-term rental unit. No short-term rental unit within the UR or PUD zoning district shall be located within two hundred fifty (250) feet of another short-term rental unit. The separation measurement shall be made in a straight line from the nearest property line of the proposed short-term rental unit to the nearest property line of another short-term rental unit.~~

Amend Section 7, as follows:

Section 7. ~~Current Business Licensees Operating Short-Term Rental Businesses.~~ For the first two months after the effective date of this Ordinance, if the number of Short-Term Rental Business License applications submitted exceed the cap imposed by the Ordinance, the City shall process applications from current and valid business license holders operating a short-term rental business first, before processing other Short-Term Rental Business License applications. ~~Provided a current and valid business license holder operating a short-term rental business applies for a Short-Term Rental Business license application within 2 months of the effective date of this Ordinance, the distance restrictions within Section 5.22.020(l) and 18.78.050(b)(8) shall not apply to such new Short-Term Rental Business License application and subsequent renewals for the same short-term rental unit.~~ **Provided a current and valid business license holder operating a short-term rental business in the MFS or MFU zoning district applies for a Short-Term Rental Business license application within 2 months of the effective date of this Ordinance, the prohibition of Short-Term Rental Businesses in the MFS or MFU zoning districts shall not apply to such new Short-Term Rental Business License applications and subsequent renewals for the same short-term rental unit and by the same license holder.**

Amend 5.22.020(k), as follows:

(k) The following units, structures or uses shall be prohibited from operating short-term rental businesses or from receiving Short-Term Rental Business Licenses: ~~accessory dwelling units (ADUs)~~, rental apartment units, apartment buildings, dormitories, bed and breakfast establishments, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), **cabins and other structures without installed water, power or sewer facilities**, tents, teepees, campers and other temporary structures.

Amend 18.78.050(b)(2), as follows:

Short-term rental units are not permitted in ~~accessory dwelling units (ADUs)~~, bed and breakfast establishments, dormitories, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), **cabins and other structures without installed water, power or sewer facilities**, tents, teepees, campers and other temporary structures at any time in any zoning district

Amend Subsection 5.22.030(c)(4) as follows:

(4) Within the last twelve (12) months there has been ~~no more than one~~ **two or more** violation(s) of the provisions of this Chapter, this Title, Title 18, this Code, or of any law, or regulation pertaining to the requirements of the application, or at the short-term rental unit property, or of any of the terms pertaining to the Short-Term Rental Business License over the past year.

Amend Subsection 5.22.030(c)(5) as follows:

(5) Within the last twelve (12) months, there have been ~~no more than one~~ **two or more** violation(s) of any of the Short-Term Rental Business License or application requirements or there have been ~~no more than one~~ **two or more** violation(s) of the Good Neighbor Guidelines listed on the Short-Term Rental Business License or application materials created by the City Manager and their designee(s) and updated from time to time.

Amend Subsection 18.78.050(a)(1) as follows:

1. All short-term rental units shall comply with Chapter 5.22 of the Woodland Park Municipal Code, which establishes conditions under which a property owner may apply for a Short-Term Rental Business License, **except for the exemptions set forth in section 5.22.020(n).**

Amend Section 18.09.090- Table of Uses, as follows:

Table of Permitted Uses							
USE KEY: P = Permitted Use, C = Conditional Use, PC = Permitted Conditionally							
Permitted Uses	SR	UR	MFS	MFU	MHP	AG	P/SP
...							
L. Lodgings.							
...							
<u>4. Short- term rental units in accordance with Chapter 5.22 and Section 18.78.050</u>	<u>PC</u>	<u>PC</u>				- <u>PC</u>	

Amend Section 5.22.020(h), as follows:

(h) In the event the maximum number of licensed short-term rental units for a zoning district has been met, no new applications for short-term rental units will be accepted for that zoning district. A City of Woodland Park Short-Term Rental Business License Application Waiting List for short-term rental units in each of the applicable zoning districts shall be annually prepared and maintained by the City Clerk. In each such waiting list, applications for short-term rental units located at an owner's primary residence, **which do not fall under the exemptions set forth in subsection (n),** shall be given priority over short-term rental units which are not the owner and applicant's primary residence. New Short-Term Rental Business Licenses, once available, will be processed and issued based on the ability of the applicant to comply with all applicable conditions and requirements in this Chapter 5.22 and within Title 18.

To assure that owner-occupied, STR's continue to pay applicable taxes and,

To clarify that owner-occupied ADU's may be STR's, notwithstanding the general prohibition of STR's in ADU's on non-owner occupied property.

Allow all existing licensed non-owner occupied STR businesses to continue to operate until they sell change ownership, signatory and license is not transferable; or if they choose not to renew, or have their license revoked. Include the 31 applicants waiting. (This will remove the need for a cap or waitlist, reducing staff time and the caps).

Any new non-owner occupied STR's allowed in commercial CBD, CC, NC, and AG zones, with no caps or distance restrictions. Non-owner occupied STR's are not allowed in residential zones.

Allow owner occupied STR's in any residential, commercial, or AG districts with no caps or distance restrictions.

Further amend the Planning Commission's version that has the L.4 language added with PC under SR,UR, NC, CC,SC, CBD and PUD to make SR, UR, PUD be fully permitted use. No conditions attached and not restrict owner occupancy.

To make SR, UR and PUD be fully permitted use. No conditions attached and not restrict owner occupancy.

RECOMMENDATION: Resolve all conflicting provisions and language prior to passing Ordinance 1431, Series 2022.

Attachment

Ordinance 1431, Series 2022 as amended on first reading (11/3): Red-lined
Ordinance 1431, Series 2022 as amended on first reading (11/3): "Clean"

AS AMENDED ON FIRST READING (11/3): RED-LINED

**CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1431, SERIES 2022**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO AMENDING TITLES 5 AND 18 OF THE WOODLAND PARK MUNICIPAL CODE, CONCERNING BUSINESS REGULATIONS AND ZONING, TO LICENSE AND REGULATE SHORT-TERM RENTALS

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; and

WHEREAS, pursuant to C.R.S. § 31-15-401, the City by and through its City Council (“Council”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, pursuant to C.R.S. § 31-23-301 the City also possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, pursuant to C.R.S. § 31-15-501, the City also possesses the authority to regulate the operation and licensing of businesses generally within its jurisdiction; and

WHEREAS, pursuant to such authority, the City has previously adopted certain regulations within Title 5, concerning business licenses and regulations, and Title 18, concerning the zoning, of the Woodland Park Municipal Code (“Code”); and

WHEREAS, in order to protect residential integrity and community character within the City, the Council finds and determines it is necessary to amend certain provisions of Title 5 and Title 18 to adopt licensing regulations and restrictions on the renting or leasing of real property for occupancy of less than 30 days; and

WHEREAS, the Council finds such regulations will also ensure clarity, increased enforcement, fairness and consistency with the goals of the City, for its residents, businesses and customers; and

WHEREAS, the Council also finds and determines that the establishment of a licensing program will accomplish these goals, and that the subject regulations concerning short-term rentals are necessary to the health, safety and welfare of the public and to prevent adverse impacts to adjacent properties, neighborhoods and quality long-term rental housing units within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO as follows:

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

Section 2. A new Chapter 5.22, concerning Short-Term Rentals, is hereby added to Title 5, Business Regulations, of the Woodland Park Municipal Code to read as follows:

CHAPTER 5.22 – SHORT-TERM RENTALS

5.22.010 - Definitions.

For the purpose of this Chapter the following words and terms have the following meanings, unless the context clearly indicates otherwise. Definitions included in Titles 5 and 18 of this Code shall apply to this Chapter unless they are otherwise expressly defined herein.

Applicant means the natural person owning the property, or the natural person controlling the corporate ownership of the property, or the natural person who is the trustee of the trust owning the property, which property is used as a short-term rental business, as evidenced on the recorded deed for the property.

Primary residence means a residence which is the usual place of return for housing and where a person lives and spends a majority of the time during the year as established by two (2) or more of the following current and valid documents: (1) driver's license or Colorado state identification card; (2) voter registration; (3) motor vehicle registration; (4) document(s) designated a primary residence for income tax purposes. A person may have only one (1) primary residence for purposes of this Chapter.

Short-term rental business means the occupation of leasing or renting one (1) or more short-term rental units.

Short-term rental unit means a dwelling unit, or a portion thereof, that is rented or utilized for furnishing lodging accommodation and occupancy for any period less than thirty (30) consecutive days.

Lodging tax means the tax levied pursuant to Chapter 3.38.

5.22.020 - Licensing; limitations; requirements.

- (a) It shall be unlawful for any person or entity to engage in the short-term rental business without first applying for and procuring a Short-Term Rental Business License (“License”) from the City ~~Clerk~~ with respect to each short-term rental unit. The initial license fee, renewal license fee and penalty for operating without a license shall be established by resolution of City Council, as may be amended from time to time, and payable annually in advance.
- (b) Short-Term Rental Business License may only be issued to owners of properties, as evidenced on the recorded deed for the property, who are also one of the following:
 - (1) A natural person;
 - (2) A trust, if the trustee of the trust is a natural person; or
 - (3) A business entity legally registered with the Colorado Secretary of State to conduct business in the State of Colorado.

- (c) Upon approval of a Short-Term Rental Business License pursuant to this Chapter, the City ~~Clerk~~ shall issue a Short-Term Rental Business License number specific to the subject property and the applicant/licensee.
- (d) Short-term rental businesses shall include their Short-Term Rental Business License number in the title of the listing for all public advertising, including but not limited to webhosting services.
- (e) Applications for a Short-Term Rental Business License shall be submitted on a form provided by the City, and the City shall accept no incomplete applications. Applications shall include all information required on the application form and related materials.
- (f) The name of the Short-Term Rental Business License applicant must match either the name of the owner on the deed for the property, the trustee of the trust owning the property, or the name of the person controlling the corporate ownership of the property. The applicant shall submit to the City a copy of the recorded deed, showing the recording data with the Teller County Clerk and Recorder.
- ~~(g) Established Cap: The maximum number of short-term rental units within the SR, UR, and PUD zoning districts shall not exceed the established cap, or applicable percentage, of the total number of dwelling units within in such zoning districts. The established cap in those districts shall be as follows: SR—4%; UR—8%; PUD—4%. The City of Woodland Park Short-Term Rental Unit Inventory is a running tally of the number of licensed short-term rental units, which will be kept in the City Clerk's office, and open and available for public inspection during business hours. This number shall be based on the survey of all existing dwelling units located within each of the SR, UR, and PUD zoning districts completed in the most recent calendar year, with the addition of new dwelling unit (with a certificate of occupancy) totals each year, added in December. No caps or maximum number of Short-Term Rental Business Licenses shall be applicable within the NC, CC, SC and CBD zoning districts. Short-term rental units are prohibited within the remaining MFS, MFU, MHP, AG, P/SPL and HSCLI zoning districts.~~
- ~~(h) In the event the maximum number of licensed short-term rental units for a zoning district has been met, no new applications for short-term rental units will be accepted for that zoning district. A City of Woodland Park Short-Term Rental Business License Application Waiting List for short-term rental units in each of the applicable zoning districts shall be annually prepared and maintained by the City Clerk or the Clerk's designee. In each such waiting list, applications for short-term rental units located at an owner's primary residence, which do not fall under the exemptions set forth in subsection (n), shall be given priority over short-term rental units which are not the owner and applicant's primary residence. New Short-Term Rental Business Licenses, once available, will be processed and issued based on the ability of the applicant to comply with all applicable conditions and requirements in this Chapter 5.22 and within Title 18.~~
- (i) Short-term rental businesses must have a designated local contact person for each short-term rental unit who shall be responsible for ensuring compliance with provisions of this Code including, but not limited to, removal of snow and ice, trash and refuse removal, and other property maintenance requirements and Good Neighbor Guidelines established by the City Manager and/or their designee(s) and updated from time to time. During periods of

applicable occupancy the local contact person must be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within sixty (60) minutes to property code violations and/or complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit and (2) taking remedial action to resolve such violations and/or complaints.

(j) Short-term rental businesses shall comply with all requirements and guidelines, as listed on the Short-Term Rental Business License and the application materials at all times.

(k) The following units, structures or uses shall be prohibited from operating short-term rental businesses or from receiving Short-Term Rental Business Licenses: accessory dwelling units- (ADUs), which are not the license holder's primary residence, as that term is defined in section 5.22.010, rental apartment units, apartment buildings, dormitories, bed and breakfast establishments, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), cabins and other structures without installed water, power or sewer facilities, tents, teepees, campers and other temporary structures.

~~(l) No short-term rental unit within the SR zoning district shall be located within five hundred (500) feet of another short-term rental unit. No short-term rental unit within the UR or PUD zoning district shall be located within two hundred fifty (250) feet of another short-term rental unit. The separation measurement shall be made in a straight line from the nearest property line of the proposed short-term rental unit to the nearest property line of another short-term rental unit.~~

(m) Each short-term rental unit shall provide, at the time of application and renewal, a delineated off-street or off-right-of-way parking plan for guests' cars, which provides for parking for all users of the rental space including owners.

(n) A person renting or utilizing only a portion of a dwelling unit which is their primary residence, as such term is defined in Section 5.22.010, for furnishing lodging accommodations for periods of less than thirty (30) consecutive days, and where the person owns and occupies the dwelling unit during the same periods as such rental or utilization of the dwelling unit, shall not be subject to the provisions of this Chapter.

5.22.030 - Application, issuance and renewals.

(a) Any person desiring a license to engage in and operate a short-term rental business shall apply to the City ~~Clerk~~, on application forms provided by the City Clerk or their designee(s). New Short-Term Rental Business License applications must be submitted at least thirty (30) days prior to the date of the intended use and no advertising of the property as a short-term rental unit prior to issuance of a Short-Term Rental Business License is permitted. Short-Term Rental Business Licenses shall be issued and valid for one calendar year, from January 1 through December 31, and shall expire within the calendar year for which it was issued. New Short-Term Rental Business License application fees shall not be pro-rated or reduced.

- (b) The City ~~Clerk~~ may issue a new Short-Term Rental Business License upon all the following conditions:
- (1) The applicant has submitted a complete application form and provided all required information regarding both the short-term rental unit and business.
 - (2) The applicant has paid the appropriate fee(s) established by the City Council, and has paid all taxes and fees owed to the City, including those related to other properties and/or businesses and purposes within the City.
 - (3) All applicable requirements in Section 5.22.020 and Section 18.78.050 are met, and all applicable application documentation has been provided.
 - (4) There are no current or pending violations of the provisions of this Chapter, this Title, Title 18, this Code, or of any law, or regulation pertaining to the requirements of the application, or at the short-term rental unit property.
- (c) The City ~~Clerk~~ shall require the annual renewal of a Short-Term Rental Business License upon all the following conditions:
- (1) The applicant has submitted a complete renewal application form and provided all required information regarding both the short-term rental business and the unit.
 - (2) The applicant has paid the appropriate renewal fee(s) established by the City Council, and all applicable taxes throughout the previous year, including sales and lodging tax, and has paid all taxes and fees owed to the City, including those related to other properties and purposes within the City.
 - (3) There are no outstanding health and safety violations on the property that are related to the short-term rental unit, or any other application requirements set by the City, or any violations of Title 15 of this Code as it relates to habitability.
 - (4) Within the last twelve (12) months there has been ~~no more than one~~ two or more violation(s) of the provisions of this Chapter, this Title, Title 18, this Code, or of any law, or regulation pertaining to the requirements of the application, or at the short-term rental unit property, or of any of the terms pertaining to the Short-Term Rental Business License over the past year.
 - (5) Within the last twelve (12) months, there have been ~~no more than one~~ two or more violation(s) of any of the Short-Term Rental Business License or application requirements or there have been ~~no more than one~~ two or more violation(s) of the Good Neighbor Guidelines listed on the Short-Term Rental Business License or application materials created by the City Manager and their designee(s) and updated from time to time.
 - (6) All applicable requirements in Section 5.22.020 are met.
- (d) It is the duty of each short-term rental business licensee to ensure that all of the information provided in a Short-Term Rental Business License application is kept up to date at all times, and it shall be unlawful for a short-term rental business licensee to fail to provide updated information to the City within thirty (30) days after the date upon which any information provided is no longer accurate.

- (e) No Short-Term Rental Business License issued under this Chapter shall be transferable and no license is valid as to any person or entity other than the person or entity named thereon and only for the real property identified on the license.

5.22.040 - Revocation and suspension.

Any Short-Term Rental Business License issued pursuant to this Chapter may be suspended or revoked by the City Council, after conducting a public hearing, upon ten (10) days' written notice via United States Postal Service to the short-term rental business licensee, stating the contemplated action and, in general, the grounds therefor, and after a reasonable opportunity for the licensee to be heard, for any of the following reasons:

- (a) Failure to pay the lodging tax pursuant to this Chapter 3.38 of this Code, or any other tax, such as sales tax, or the annual license fee established by the City Council.
- (b) False statement of material fact contained in the application;
- (c) Failure to file any report or provide or furnish any other information that may be required by the provisions relating to this Chapter;
- (d) If any fact or condition exists which, if it had existed or had been known to exist at the time of the application for such Short-Term Rental Business License, would have warranted the refusal of the issuance of such Short-Term Rental Business License; or
- (e) Violation of any provisions of this Chapter, or of any law or regulation pertaining to the requirements of the application, or at the property, or of any of the terms pertaining to the Short-Term Rental Business License, including any of the requirements and Good Neighbor Guidelines listed on the Short-Term Rental Business License or application materials created by the City Manager and their designee(s) and updated from time to time.

5.22.050 - Penalties.

In addition to any other remedies available at law or equity, engaging in a short-term rental business or renting short-term rental unit within the City without a Short-Term Rental Business License shall subject the property owner to a fine in an amount to be established by resolution of the City Council, as may be amended from time to time, and with a graduated financial penalty with each subsequent violation, and as provided in Chapter 1.04 this Code, or a denial of a license altogether.

Section 3. A new section 18.06.480, regarding the definition of Short-term rental business, is hereby added to read as follows:

18.06.480 – Short-term rental business.

“Short-term rental business” means the occupation of leasing or renting one (1) or more short-term rental units.

Section 4. A new section 18.06.481, regarding the definition of Short-term rental unit, is hereby added to read as follows:

18.06.481 – Short-term rental unit.

“Short-term rental unit” means a dwelling unit, or a portion thereof, that is rented or used for furnishing lodging accommodation and occupancy for any period less than thirty (30) consecutive days.

Section 5. Section 18.09.090 of the Woodland Park Municipal Code, concerning the Table of permitted uses for business, industrial and residential districts is hereby amended to read as follows:

18.09.090 - Table of uses.

Table of Permitted Uses													
USE KEY: P = Permitted Use, C = Conditional Use, PC = Permitted Conditionally													
Permitted Uses	SR	UR	MFS	MFU	MHP	AG	P/SPL	NC	CC	SC	CBD	HSC LI	PUD
...													
L. Lodgings.													
...													
<u>4. Short-term rental units in accordance with Chapter 5.22 and Section 18.78.050</u>	<u>PC</u> <u>P</u>	<u>PC</u> <u>P</u>				<u>PC</u>		<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>		<u>PC</u>

Conflicting motion language prohibits all new STRs in the SR and UR zoning districts. This *must* be resolved on Second Reading

Section 6. A new section 18.78.050, concerning Short-Term Rentals, is hereby added to Chapter 18.78, Supplemental Regulations, of the Woodland Park Municipal Code to read as follows:

Sec. 18.78.050 – Short-Term Rental Units.

Short-term rental units shall be subject to the following regulations, provisions and standards:

(a) Licensing requirements

- (1) All short-term rental units shall comply with Chapter 5.22 of the Woodland Park Municipal Code, which establishes conditions under which a property owner may apply for a Short-Term Rental Business License, **except for the exemptions set forth in section 5.22.020(n).**

(b) Short-Term Rental Unit Standards. The following standards shall apply to all short-term rental units within the City:

- (1) Short-term rental units are not permitted in a rental apartment unit or a rental apartment building at any time in any zoning district.
- (2) Short-term rental units are not permitted in accessory dwelling units (ADUs) which are not the license holder's primary residence, as that term is defined in section 5.22.010, bed and breakfast establishments, dormitories, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), cabins and other structures without installed water, power or sewer facilities, tents, teepees, campers and other temporary structures at any time in any zoning district.
- (3) No short-term rental shall be operated in such a way as to constitute a nuisance.
- (4) The maximum number of occupants permitted in a short-term rental shall be two (2) people per legal bedroom plus an additional two (2) people.
- (5) Large events, such as (but not limited to) concerts, parties and weddings, exceeding the maximum number of permitted occupants are prohibited.
- (6) All short-term rental units shall provide a minimum of two (2) off-street, on-site parking spaces for guest vehicles, and all short-term rental units with more than two (2) bedrooms shall provide a total of one (1) parking space per bedroom.
- (7) The number of short-term rental units shall not exceed the established cap, or applicable percentage, of the total number of dwelling units within in such zoning districts as established in Chapter 5.22.
- ~~(8) No short-term rental unit within the SR zoning district shall be located within five hundred (500) feet of another short-term rental unit. No short-term rental unit within the UR or PUD zoning district shall be located within two hundred fifty (250) feet of another short-term rental unit. The separation measurement shall be made in a straight line from the nearest property line of the proposed short-term rental unit to the nearest property line of another short-term rental unit.~~

Section 7. *Current Business Licensees Operating Short-Term Rental Businesses.* For the first two months after the effective date of this Ordinance, if the number of Short-Term Rental Business License applications submitted exceed the cap imposed by the Ordinance, the City shall process applications from current and valid business license holders operating a short-term rental business first, before processing other Short-Term Rental Business License applications. ~~Provided a current and valid business license holder operating a short-term rental business applies for a Short-Term Rental Business license application within 2 months of the effective date of this Ordinance, the distance restrictions within Section 5.22.020(1) and 18.78.050(b)(8) shall not apply to such new Short-Term Rental Business License application and subsequent renewals for the same short-term rental unit.~~ Provided a current and valid business license holder operating a short-term rental business in the MFS or MFU zoning district applies for a Short-Term Rental Business license application within 2 months of the effective date of this Ordinance, the prohibition of Short-Term Rental Businesses in the MFS or MFU certain zoning districts shall not apply to such new Short-Term Rental Business License applications and subsequent renewals for the same short-term rental unit and by the same license holder.

Section 8. *2022 Application and Fees.* Notwithstanding the requirements of new Code section 5.22.030(a), Short-Term Rental Business License granted, and application fees paid, within the last three months of the year 2022 shall be effective until and through December 31, 2023.

Section 9. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

Section 10. *Effective Date.* This Ordinance shall be in full force and effect from and after its publication as required.

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

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq

AS AMENDED ON FIRST READING (11/3): “CLEAN”

**CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1431, SERIES 2022**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND
PARK, COLORADO AMENDING TITLES 5 AND 18 OF THE WOODLAND PARK
MUNICIPAL CODE, CONCERNING BUSINESS REGULATIONS AND ZONING,
TO LICENSE AND REGULATE SHORT-TERM RENTALS**

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; and

WHEREAS, pursuant to C.R.S. § 31-15-401, the City by and through its City Council (“Council”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, pursuant to C.R.S. § 31-23-301 the City also possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, pursuant to C.R.S. § 31-15-501, the City also possesses the authority to regulate the operation and licensing of businesses generally within its jurisdiction; and

WHEREAS, pursuant to such authority, the City has previously adopted certain regulations within Title 5, concerning business licenses and regulations, and Title 18, concerning the zoning, of the Woodland Park Municipal Code (“Code”); and

WHEREAS, in order to protect residential integrity and community character within the City, the Council finds and determines it is necessary to amend certain provisions of Title 5 and Title 18 to adopt licensing regulations and restrictions on the renting or leasing of real property for occupancy of less than 30 days; and

WHEREAS, the Council finds such regulations will also ensure clarity, increased enforcement, fairness and consistency with the goals of the City, for its residents, businesses and customers; and

WHEREAS, the Council also finds and determines that the establishment of a licensing program will accomplish these goals, and that the subject regulations concerning short-term rentals are necessary to the health, safety and welfare of the public and to prevent adverse impacts to adjacent properties, neighborhoods and quality long-term rental housing units within the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF WOODLAND PARK, COLORADO as follows:**

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

Section 2. A new Chapter 5.22, concerning Short-Term Rentals, is hereby added to Title 5, Business Regulations, of the Woodland Park Municipal Code to read as follows:

CHAPTER 5.22 – SHORT-TERM RENTALS

5.22.010 - Definitions.

For the purpose of this Chapter the following words and terms have the following meanings, unless the context clearly indicates otherwise. Definitions included in Titles 5 and 18 of this Code shall apply to this Chapter unless they are otherwise expressly defined herein.

Applicant means the natural person owning the property, or the natural person controlling the corporate ownership of the property, or the natural person who is the trustee of the trust owning the property, which property is used as a short-term rental business, as evidenced on the recorded deed for the property.

Primary residence means a residence which is the usual place of return for housing and where a person lives and spends a majority of the time during the year as established by two (2) or more of the following current and valid documents: (1) driver's license or Colorado state identification card; (2) voter registration; (3) motor vehicle registration; (4) document(s) designated a primary residence for income tax purposes. A person may have only one (1) primary residence for purposes of this Chapter.

Short-term rental business means the occupation of leasing or renting one (1) or more short-term rental units.

Short-term rental unit means a dwelling unit, or a portion thereof, that is rented or utilized for furnishing lodging accommodation and occupancy for any period less than thirty (30) consecutive days.

Lodging tax means the tax levied pursuant to Chapter 3.38.

5.22.020 - Licensing; limitations; requirements.

- (a) It shall be unlawful for any person or entity to engage in the short-term rental business without first applying for and procuring a Short-Term Rental Business License (“License”) from the City with respect to each short-term rental unit. The initial license fee, renewal license fee and penalty for operating without a license shall be established by resolution of City Council, as may be amended from time to time, and payable annually in advance.
- (b) Short-Term Rental Business License may only be issued to owners of properties, as evidenced on the recorded deed for the property, who are also one of the following:
 - (1) A natural person;
 - (2) A trust, if the trustee of the trust is a natural person; or
 - (3) A business entity legally registered with the Colorado Secretary of State to conduct business in the State of Colorado.

- (c) Upon approval of a Short-Term Rental Business License pursuant to this Chapter, the City shall issue a Short-Term Rental Business License number specific to the subject property and the applicant/licensee.
- (d) Short-term rental businesses shall include their Short-Term Rental Business License number in the title of the listing for all public advertising, including but not limited to webhosting services.
- (e) Applications for a Short-Term Rental Business License shall be submitted on a form provided by the City, and the City shall accept no incomplete applications. Applications shall include all information required on the application form and related materials.
- (f) The name of the Short-Term Rental Business License applicant must match either the name of the owner on the deed for the property, the trustee of the trust owning the property, or the name of the person controlling the corporate ownership of the property. The applicant shall submit to the City a copy of the recorded deed, showing the recording data with the Teller County Clerk and Recorder.
- (i) Short-term rental businesses must have a designated local contact person for each short-term rental unit who shall be responsible for ensuring compliance with provisions of this Code including, but not limited to, removal of snow and ice, trash and refuse removal, and other property maintenance requirements and Good Neighbor Guidelines established by the City Manager and/or their designee(s) and updated from time to time. During periods of applicable occupancy the local contact person must be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within sixty (60) minutes to property code violations and/or complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit and (2) taking remedial action to resolve such violations and/or complaints.
- (j) Short-term rental businesses shall comply with all requirements and guidelines, as listed on the Short-Term Rental Business License and the application materials at all times.
- (k) The following units, structures or uses shall be prohibited from operating short-term rental businesses or from receiving Short-Term Rental Business Licenses: accessory dwelling units- (ADUs), which are not the license holder's primary residence, as that term is defined in section 5.22.010, rental apartment units, apartment buildings, dormitories, bed and breakfast establishments, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), cabins and other structures without installed water, power or sewer facilities, tents, teepees, campers and other temporary structures.
- (m) Each short-term rental unit shall provide, at the time of application and renewal, a delineated off-street or off-right-of-way parking plan for guests' cars, which provides for parking for all users of the rental space including owners.
- (n) A person renting or utilizing only a portion of a dwelling unit which is their primary residence, as such term is defined in Section 5.22.010, for furnishing lodging accommodations for periods of less than thirty (30) consecutive days, and where the person owns and occupies the dwelling unit during the same periods as such rental or utilization of the dwelling unit, shall not

be subject to the provisions of this Chapter.

5.22.030 - Application, issuance and renewals.

- (a) Any person desiring a license to engage in and operate a short-term rental business shall apply to the City, on application forms provided by the City Clerk or their designee(s). New Short-Term Rental Business License applications must be submitted at least thirty (30) days prior to the date of the intended use and no advertising of the property as a short-term rental unit prior to issuance of a Short-Term Rental Business License is permitted. Short-Term Rental Business Licenses shall be issued and valid for one calendar year, from January 1 through December 31, and shall expire within the calendar year for which it was issued. New Short-Term Rental Business License application fees shall not be pro-rated or reduced.
- (b) The City may issue a new Short-Term Rental Business License upon all the following conditions:
 - (1) The applicant has submitted a complete application form and provided all required information regarding both the short-term rental unit and business.
 - (2) The applicant has paid the appropriate fee(s) established by the City Council, and has paid all taxes and fees owed to the City, including those related to other properties and/or businesses and purposes within the City.
 - (3) All applicable requirements in Section 5.22.020 and Section 18.78.050 are met, and all applicable application documentation has been provided.
 - (4) There are no current or pending violations of the provisions of this Chapter, this Title, Title 18, this Code, or of any law, or regulation pertaining to the requirements of the application, or at the short-term rental unit property.
- (c) The City shall require the annual renewal of a Short-Term Rental Business License upon all the following conditions:
 - (1) The applicant has submitted a complete renewal application form and provided all required information regarding both the short-term rental business and the unit.
 - (2) The applicant has paid the appropriate renewal fee(s) established by the City Council, and all applicable taxes throughout the previous year, including sales and lodging tax, and has paid all taxes and fees owed to the City, including those related to other properties and purposes within the City.
 - (3) There are no outstanding health and safety violations on the property that are related to the short-term rental unit, or any other application requirements set by the City, or any violations of Title 15 of this Code as it relates to habitability.
 - (4) Within the last twelve (12) months there has been two or more violation(s) of the provisions of this Chapter, this Title, Title 18, this Code, or of any law, or regulation pertaining to the requirements of the application, or at the short-term rental unit property, or of any of the terms pertaining to the Short-Term Rental Business License over the past year.
 - (5) Within the last twelve (12) months, there have been two or more violation(s) of any of the Short-Term Rental Business License or application

requirements or there have been two or more violation(s) of the Good Neighbor Guidelines listed on the Short-Term Rental Business License or application materials created by the City Manager and their designee(s) and updated from time to time.

(6) All applicable requirements in Section 5.22.020 are met.

- (d) It is the duty of each short-term rental business licensee to ensure that all of the information provided in a Short-Term Rental Business License application is kept up to date at all times, and it shall be unlawful for a short-term rental business licensee to fail to provide updated information to the City within thirty (30) days after the date upon which any information provided is no longer accurate.
- (e) No Short-Term Rental Business License issued under this Chapter shall be transferable and no license is valid as to any person or entity other than the person or entity named thereon and only for the real property identified on the license.

5.22.040 - Revocation and suspension.

Any Short-Term Rental Business License issued pursuant to this Chapter may be suspended or revoked by the City Council, after conducting a public hearing, upon ten (10) days' written notice via United States Postal Service to the short-term rental business licensee, stating the contemplated action and, in general, the grounds therefor, and after a reasonable opportunity for the licensee to be heard, for any of the following reasons:

- (a) Failure to pay the lodging tax pursuant to this Chapter 3.38 of this Code, or any other tax, such as sales tax, or the annual license fee established by the City Council.
- (b) False statement of material fact contained in the application;
- (c) Failure to file any report or provide or furnish any other information that may be required by the provisions relating to this Chapter;
- (d) If any fact or condition exists which, if it had existed or had been known to exist at the time of the application for such Short-Term Rental Business License, would have warranted the refusal of the issuance of such Short-Term Rental Business License; or
- (e) Violation of any provisions of this Chapter, or of any law or regulation pertaining to the requirements of the application, or at the property, or of any of the terms pertaining to the Short-Term Rental Business License, including any of the requirements and Good Neighbor Guidelines listed on the Short-Term Rental Business License or application materials created by the City Manager and their designee(s) and updated from time to time.

5.22.050 - Penalties.

In addition to any other remedies available at law or equity, engaging in a short-term rental business or renting short-term rental unit within the City without a Short-Term Rental Business License shall subject the property owner to a fine in an amount to be established by resolution of the City Council, as may be amended from time to time, and with a graduated financial penalty with each subsequent violation, and as provided in Chapter 1.04 this Code, or a denial of a license altogether.

Section 3. A new section 18.06.480, regarding the definition of Short-term rental business, is hereby added to read as follows:

18.06.480 – Short-term rental business.

“Short-term rental business” means the occupation of leasing or renting one (1) or more short-term rental units.

Section 4. A new section 18.06.481, regarding the definition of Short-term rental unit, is hereby added to read as follows:

18.06.481 – Short-term rental unit.

“Short-term rental unit” means a dwelling unit, or a portion thereof, that is rented or used for furnishing lodging accommodation and occupancy for any period less than thirty (30) consecutive days.

Section 5. Section 18.09.090 of the Woodland Park Municipal Code, concerning the Table of permitted uses for business, industrial and residential districts is hereby amended to read as follows:

18.09.090 - Table of uses.

Table of Permitted Uses													
USE KEY: P = Permitted Use, C = Conditional Use, PC = Permitted Conditionally													
Permitted Uses	SR	UR	MFS	MFU	MHP	AG	P/SPL	NC	CC	SC	CBD	HSC LI	PUD
...													
L. Lodgings.													
...													
<u>4. Short-term rental units in accordance with Chapter 5.22 and Section 18.78.050</u>	P	P				PC		PC	PC	PC	PC		PC

Conflicting motion language prohibits all new STRs in the SR and UR zoning districts. This *must* be resolved on Second Reading

Section 6. A new section 18.78.050, concerning Short-Term Rentals, is hereby added

to Chapter 18.78, Supplemental Regulations, of the Woodland Park Municipal Code to read as follows:

Sec. 18.78.050 – Short-Term Rental Units.

Short-term rental units shall be subject to the following regulations, provisions and standards:

(a) Licensing requirements

- (1) All short-term rental units shall comply with Chapter 5.22 of the Woodland Park Municipal Code, which establishes conditions under which a property owner may apply for a Short-Term Rental Business License, except for the exemptions set forth in section 5.22.020(n).

(b) Short-Term Rental Unit Standards. The following standards shall apply to all short-term rental units within the City:

- (1) Short-term rental units are not permitted in a rental apartment unit or a rental apartment building at any time in any zoning district.
- (2) Short-term rental units are not permitted in accessory dwelling units (ADUs) which are not the license holder's primary residence, as that term is defined in section 5.22.010, bed and breakfast establishments, dormitories, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), cabins and other structures without installed water, power or sewer facilities, tents, teepees, campers and other temporary structures at any time in any zoning district.
- (3) No short-term rental shall be operated in such a way as to constitute a nuisance.
- (4) The maximum number of occupants permitted in a short-term rental shall be two (2) people per legal bedroom plus an additional two (2) people.
- (5) Large events, such as (but not limited to) concerts, parties and weddings, exceeding the maximum number of permitted occupants are prohibited.
- (6) All short-term rental units shall provide a minimum of two (2) off-street, on-site parking spaces for guest vehicles, and all short-term rental units with more than two (2) bedrooms shall provide a total of one (1) parking space per bedroom.
- (7) The number of short-term rental units shall not exceed the established cap, or applicable percentage, of the total number of dwelling units within in such zoning districts as established in Chapter 5.22.

Section 7. *Current Business Licensees Operating Short-Term Rental Businesses.* For the first two months after the effective date of this Ordinance, if the number of Short-Term Rental Business License applications submitted exceed the cap imposed by the Ordinance, the City shall process applications from current and valid business license holders operating a short-term rental business first, before processing other Short-Term Rental Business License applications. Provided a current and valid business license holder operating a short-term rental business applies for a Short-Term Rental Business license application within 2 months of the effective date of this Ordinance, the prohibition of Short-Term Rental Businesses in certain zoning districts shall not apply to such new Short-Term Rental Business License applications and subsequent renewals for the same short-term rental unit and by the same license holder.

Section 8. *2022 Application and Fees.* Notwithstanding the requirements of new Code

section 5.22.030(a), Short-Term Rental Business License granted, and application fees paid, within the last three months of the year 2022 shall be effective until and through December 31, 2023.

Section 9. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

Section 10. *Effective Date.* This Ordinance shall be in full force and effect from and after its publication as required.

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

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq