



City of Woodland Park

Revised 4-3-2023 City Council

April 6, 2023 at 7:00 PM

AGENDA

5:30 PM - worksession of the City Council regarding the adoption of the Building Code

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Appointments to the Parks and Recreation Advisory Board. (A)
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
 - B. Presentation from the Woodland Park School District Interim Superintendant Ken Witt and School Board Member David Illingworth.
 - C. Appointment of a Councilmember liaison to the Historical Preservation Committee. (A)
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
 - D. Proclamation celebrating E-911 Dispatchers for National Telecommunicators' Week. (A)
(Presenter, Chief of Police Chris Deisler)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the March 16, 2023 Regular City Council meeting minutes.
(Presenter, Deputy City Manager City Clerk Suzanne Leclercq)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**

(Public Comment may be heard)

 - A. Discussion and direction given to City Clerk Leclercq on the process for the appointment of a new City Councilmember to replace David Ott. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)
8. **ORDINANCES ON INITIAL POSTING**

(Public comment may be heard)

 - A. Consider Ordinance No. 1445, Series 2023, on initial posting, an Ordinance of the City Council for the City of Woodland Park, Colorado Adopting the Plastic Pollution Reduction Act and Establishing Penalties for Violating the Act, on initial posting, and set the Public Hearing for April 20, 2023. (L)
(Presenter, Finance Director Aaron Vassalotti)
9. **PUBLIC HEARINGS**

(Public comment may be heard)

- A. Approval of Ordinance No. 1443, Series 2023, an Ordinance of the City Council for the City of Woodland Park, Colorado Extending a Temporary Moratorium on the Submission, Acceptance, Processing and Approval of Applications for all Short-Term rental Licenses to December 31, 2023. (A)
(Presenter, City Attorney Nina Williams)
- B. Approval of Ordinance No. 1444, Series 2023, an Ordinance Granting a Special Use Permit with a Site Plan Review for the Purpose of Verizon to Construct and Utilize a Concealed Antenna Communication Facility in the Public/Semi-Public Lands (P/SPL) Zone. (QJ)
(Presenter, CJ Gates, Senior Planner)

10. NEW BUSINESS

(Public comment may be heard)

- A. Approval of contract for the Woodland Park Hockey Rink repairs in the amount of \$330,967.96, between Becker Arena Products and the City of Woodland Park.
(Presenter Public Works Director, Ben Schmitt)

11. REPORTS

(Public comment not necessary)

- A. Mayor's Report
- B. Council Reports
- C. City Attorney's Report
- D. City Manager's Report
 - 1. Sales Tax Update-January 2023

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: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: April 6, 2023

SUBJECT: Appointments to the Parks and Recreation Advisory Board. (A)
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

BACKGROUND: There are currently three positions on the Parks and Recreation Advisory Board that are expiring at the end of April. The City Clerk's Office advertised these openings and also sent letters to all of the incumbents encouraging them to re-apply. The City Clerk's Office received applications from incumbents Don Dezellem, Danuta Brown and Jeff Webb all interested in re-applying for these positions. No other applications were received. All three applicants are in the audience this evening and available for any questions the Council may have for them.

RECOMMENDATION: Approve the appointment of Don Dezellem, Danuta Brown and Jeff Webb to the Parks and Recreation Advisory Board.

ATTACHMENTS: None

CITY OF WOODLAND PARK

PROCLAMATION

National Telecommunicators' Week

April 9-15, 2023

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of law enforcement officers, firefighters and paramedics is critical to the preservation and protection of life and property; and

WHEREAS, the safety of our law enforcement officers, firefighters and emergency medical service responders is dependent upon the quality and accuracy of information obtained from citizens who telephone Woodland Park Police Department; and

WHEREAS, Public Safety Dispatchers and call-takers are the first contact for our citizens and are critical for emergency services; and

WHEREAS, Public Safety Dispatchers and call-takers provide pre-arrival medical, fire and public safety instructions which has saved lives; and

WHEREAS, Public Safety Dispatchers are the single vital link for our law enforcement officers, firefighters and emergency medical service responders by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Dispatchers and call-takers in Woodland Park have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Dispatcher and call-taker has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, BE IT RESOLVED, The City Council of the City of Woodland Park does hereby proclaim the week of April 9-15, 2023 National Telecommunicators' Week in Woodland Park to support and honor the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Woodland Park to be affixed this 6th day of April, 2023.

HILLARY LABARRE

MAYOR

ATTEST:

SUZANNE LECLERCQ

CITY CLERK



City of Woodland Park

March 16, 2023 at 7:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Following a work session regarding the City Council Rules and Procedures, Mayor LaBarre called the City Council Meeting to order at 7:00 PM.

The following Councilmembers were in attendance: Mayor LaBarre, Mayor Pro-tem Case, Councilmember Connors, Councilmember Zuluaga. Councilmembers Neal and Nakai appeared via zoom and Councilmember Ott was absent.

The following Staff members were in attendance: City Manager Lawson, Deputy City Manager/City Clerk Leclercq, Public Works Director Schmitt, Utilities Director Wiley, Finance Director Vassalotti, Senior Planner Gates, Communication Specialist Higgenbotham, Deputy City Clerk/Public Works Administrative Assistant Minton and Planning Director Schminke appearing via zoom.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

A. Presentation from the Woodland Park High School Forensics Team.

Marci Nickelsburg, Coach of the Woodland Park High School Forensic Team, introduced the Forensic Team and other coaches. Ms. Nickelsburg shared an overview of what Forensics does and the awards that they have won this season. The Forensics students performed for the Council. Following their performance, Mayor LaBarre handed out Mayor's pins to the students and coaches.

B. Consideration of appointments to the Planning Commission. (A) (Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

City Clerk Leclercq shared with the City Council that there are currently three vacant positions on the Planning Commission. Leclercq shared that the City Clerk's Office is actively advertising for these positions and that she received an application from Mr. Melvin Pierce. Leclercq shared that Mr. Pierce met the criteria of the Planning Commission and was eligible to be considered for this appointment. Leclercq shared that Mr. Pierce was in the audience and available for any questions that the Council may have.

Following a brief interview with the Council, the following motion was made.

Motion: To appoint Melvin Pierce to the Planning Commission. Zuluaga/Connors. 3-3. The motion tied with LaBarre, Case and Neal voting no. City Clerk Leclercq reviewed with the Council that in the event of a tie for an appointment, the appointment will be brought back to the Council at a later date for re-consideration.

- C.** Presentation of awards to the Police Department Staff and Citizen.
(Presenter, Police Chief Chris Deisler)

Chief Deisler presented a Citizen's Award to Samatha Trattner for help in finding a lost boy. Deisler also presented Lifesaving Awards to Officers Vigil, Wadham and Madronio.

Following Deisler's presentation, Mayor LaBarre presented Mayor's Pins to Ms. Trattner and the Officers.

- D.** Presentation of Quarter 1 and Update on Newmont Mine.
(Presenter External Relations Representative, Andrea Connolly, Newmont Mine)

Newmont Mine shared a presentation with the City Council regarding Newmont Mine and its recent activities.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

Mayor LaBarre shared that item 9B and item 10A were removed from the Council Agenda.

5. CONSENT CALENDAR

- A.** Approval of the minutes from the February 16, 2023 and March 2, 2023 Regular City Council Meetings. (A)
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

City Clerk Leclercq read the Consent Items into the record. Leclercq shared that there was a correction to the minutes from the March 2, 2023 City Council Meeting.

Councilmember Zuluaga asked a question related to the expenses at the Cultural Center and City Engineer Schmitt shared that the project for the Cultural Center AV will start in April.

Motion: To approve the minutes from the February 16 and March 2, 2023 (as amended), City Council Meetings and the February 2023 Statement of Expenditures. Case/Nakai. Motion carried 6-0.

- B.** Approval of the February 2023 Statement of Expenditures and Authorize the Mayor to sign Warrants in payment thereof. (A)
(Presenter, Finance Director Aaron Vassalotti)

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

Dan Taylor spoke regarding the potential carwash at the Walmart plaza and cautioned the Council to be weary of any future applications from this company.

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

- A.** Consideration of Ordinance No. 1444, Series 2023, on initial posting, an Ordinance Granting a Special Use Permit with a Site Plan Review for the Purpose of Verizon to Construct and Utilize a Concealed Antenna Communication Facility in the Public/Semi-Public Lands (P/SPL) Zone and set the Public Hearing for April 6, 2023. (QJ)
(Presenter, Senior Planner CJ Gates)

Senior Planner Gates introduced Ordinance No. 144, Series 2023 on initial posting.

Motion: To approve Ordinance No. 1444, Series 2023 on initial posting, an Ordinance Granting a Special Use Permit with a Site plan Review for the Purpose of Verizon to

Construct and Utilize a Concealed Antenna Communication Facility in the Public/Semi-Public Lands Zone and set the Public Hearing for April 6, 2023. Neal/Case. Motion carried 6-0.

- B.** Consideration of Ordinance No. 1443, Series 2023 on initial posting, An Ordinance of the City Council for the City of Woodland Park, Colorado, Extending a Temporary Moratorium on the Submission, Acceptance, Processing and Approval of Applications for all Short-Term Rental Licenses to December 31, 2023 and set the Public Hearing for April 6, 2023. (A)
(Presenter, City Attorney Geoff Wilson)

City Attorney Wilson introduced Ordinance No. 1443, Series 2023 on initial posting.

Motion: To approve Ordinance No. 1443, Series 2023 on initial posting, An Ordinance of the City Council for the City of Woodland Park, Colorado, extending a Temporary moratorium on the Submission, Acceptance, Processing and Approval of Applications for all Short-Term Rental Licenses to December 31, 2023 and set the Public Hearing for April 6, 2023. Case/Connors. Motion carried 6-0.

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Ordinance No. 1441, Series 2023, an Ordinance Granting a Special Use Permit with a Site Plan Review for the Purpose of Verizon to Construct and Utilize a Temporary Communication Facility in the Public/Semi-Public Lands (P/SPL) Zone. (QJ)
(Presenter, Senior Planner CJ Gates)

Senior Planner CJ Gates shared the following staff report with the City Council.

BACKGROUND

On July 28, 2022 Teller County sent a letter to the applicant regarding public safety concerns associated with Verizon Wireless connectivity issues in all of Teller County. The Teller County Office of Emergency Management, along with the Board of County Commissioners, outlined that the lack of connectivity with the Verizon service was having a negative impact on public safety and commerce within the County. Verizon Wireless' to this problem was to deploy a temporary cell on wheels, COW to be (COW) while they identified a more permanent solution to.

On August 17, 2022 the City of Woodland Park issued a temporary use permit (TUP) to allow the Verizon to set up in the parking lot on the north side. TUP was valid from August 17, 2022 to August 24, 2022 of City Hall (Figure 1b). The and provided additional cell service for the Salute to American Veterans Rally requested, and. Once Verizon was granted an extension that allowed the TUP period to be complete, the applicant d the COW to continue to operate under the TUP through December 31, 2022.

COW facilities are designed to be used for short periods of time. Verizon removed and has begun the process to request permits to site a permanent macro facility. The entitlement and construction process for the macro facility will take well over a year to complete. Due to this timeline, Verizon is asking to erect a 59' LITE tower in the same location the COW had been located in order 6" tall to bridge the gap until the new macro facility is operational.

According to Chapter 18.61.020 of the City of Woodland Park Municipal Code, towers and antennas exceeding fifty feet in height require a special use permit (SUP) being processed as a SUP due to the fact that the proposed total height of 60 feet (59'. This current new

antenna has 6" for the pole and an additional 6" to the top of the antenna) .

SITE AND SURROUNDING PROPERTIES

The subject property is zoned Public/SemiPublic Land (P/SPL) and is bordered by Lake Ave. to the north, Pine St. to the West, Memorial Park to the East, and City Hall to the South. proposed communication facility will be located on the north side of Woodland Park's City Hall. The within the north east portion of the parking area and to the west of the Senior Center 1b above provides an aerial view of the subject property with the LITE site in the parking lot identified.

To the north of the subject property, across Lake Ave., parcels zoned Urban Residential are existing where single-family residential houses are built. Directly east of the site, existing on the same parcel, is the Woodland Park Senior Organization and Memorial Park. To the west of the site there are parcels that are zoned neighborhood commercial and consist of businesses including the Woodland Park Post Office and Fuss Salon and Spa. Lastly, directly south of the proposed site is the City of Woodland Park City Hall building.

ANALYSIS OF SPECIAL USE PERMIT AND FINDINGS

Municipal code section §18.61 Special Use Permits regulates the review of special use permit requests. MC §18.61.040 provides, "The standards for special use permits are intended only as a minimum necessary for review. An application for a special use permit, even though meeting the minimal standards of this chapter and code, may be denied if it is determined that the development and use is not the best interest of the city." MC § 18.61.040 also outlines the standards by which all special uses must comply in order to receive approval. Below is a listing of the applicable SUP standards from Code Section 18.61.040 complete with staff's analysis.

A. The proposed development and use shall have a demonstrated direct public benefit to the city.

Complies. The proposed facility will benefit the public by providing enhanced Verizon Wireless service to the greater Woodland Park area and supporting access to emergency services.

B. The proposed development and use shall not materially endanger public health and welfare.

May Comply. The proposed Site Plan includes an above-ground surface electric power and telecommunication fiber line that runs from the locations east of the Senior Center to the proposed facility. As noted in the review of the proposed drawings, City standards require utility lines to be installed below ground. Additionally, surface installation of electric and fiber lines is a danger to public health and welfare. The proposed facility may comply if the proposed power and telecommunication fiber lines are installed in compliance with the underground installation requirements and sited in an appropriate easement.

C. The proposed development and use shall not substantially injure the value of surrounding properties.

Complies. The proposed LITE facility is temporary in nature and will not substantially injure

the value of vicinity properties, additionally high-quality wireless service can add value to properties.

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

Complies. The proposed development is compatible with the public/semi-public land zone district where the site is located. The LITE facility will not run on a generator and will instead be hardwired into an electric service.

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

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

Public Safety and Emergency Management Goal 1: Continue to provide excellent public safety and emergency services.

Resiliency Objective 3.1: Maintain redundancy in communication systems.

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

May Comply. There are currently two significant concerns regarding the installation of the fiber and power lines. The first is the application that proposes these lines be installed on the ground surface. As specified in the City's engineering standards, Section 5.2.1.1 - Depth: "Telecommunications service lines are allowed to be initially surface-laid on a temporary basis, not to exceed (3) months, weather permitting. Any Entity burying an individual telecommunication service line at a depth less than thirty inches (30") shall be responsible for all damage to the service line due solely or in part to its burial depth being less than thirty inches (30") regardless of whether the Entity locates such service line pursuant to state law." The second concern relates to the location of proposed easements. The proposed plans include a 5 foot-wide power and utility easement on the north side of the site. However, this is not in compliance with the City Code. Per Municipal Code §17.40.170 "Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot line abuts on property outside of the subdivision of which there are no easements provided for at least ten feet in width, then the easement or alley on the rear lot lines in the subdivision shall be at least twenty feet in width. Side lot easements, where necessary, shall be at least ten feet in width, five feet of which shall be on each side of a common lot line. Where required, easements for public sewer or water shall be required with the width to be determined in accordance with the City engineering specifications." The proposed facility may comply with both these issues if the utility lines are installed underground per City standards, and in an appropriate approved easement. Verizon has responded to this issue (reference the applicant response packet attached hereto), stating that Verizon will coordinate with CORE Electric to facilitate underground power and

fiber conduit delivery to the site. A copy of that agreement must be provided to the City once said agreement is completed.

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

Complies. The proposed facility is unmanned and no impact on traffic is anticipated. Once the LITE site is installed and operational, the only traffic generated will likely be a monthly service to the facility.

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

Complies. The proposed facility will be located in the parking lot for Woodland Park City Hall and will have no impact on topography, surface drainage, soil potentials, natural and manmade hazards, streams, and environmentally significant features. Due to terrain, the base of the site and associated cabinets are not visible from Lake Ave.

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

Complies. The proposed facility does not require or involve any water supply, wastewater disposal, solid waste disposal, air quality protection methods, nor should it adversely impact existing surface water drainage.

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

Complies. The applicant is taking ownership of all construction and maintenance and claims the facility does not increase public danger. The applicant is also proposing a temporary chain link fence that will secure the site.

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

May Comply. The applicant has provided architectural design schemes as a part of the site plan review. The applicant is proposing a temporary chain link fence that will secure the site. As an approval criteria, staff is proposing that the applicant ensure all cabinetry and tower be a natural earth tone color.

REFERRALS AND NOTIFICATIONS Adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission and City Council public hearings. The site was posted with public notice posters and notice of the public hearings was published in the Pikes Peak Courier in compliance with the Municipal Code. The staff has not received any public

comment on the proposal.

Applications were referred to City departments, including the City Attorney, the City Manager, the City Clerk, Utilities, Public Works, Planning and Building and external agencies, including CORE and the Northeast Teller County Fire Protection District, Black Hills Energy, Core Electric, Century Link/Lumen, and TDS Telecom. A copy of staff red-line comments is attached hereto as "City Review Red-line Comments" The applicant also submitted a response packet to staff's comments and is also attached hereto as "Applicant Response Packet".

PLANNING COMMISSION RECOMMENDATION The Planning Commission held a public hearing on February 9th, 2023 (draft minutes attached). After consideration of the staff report and comments made at the public hearing, the Planning Commission voted unanimously to recommend City Council to approve the Special Use Permit for a "temporary Communication Facility to provide VZW service to the area" (specifically a 59'6" monopole LITE site) on L1-4 B 24 B 24 ½ Lake Add Vac Alley (200 W. South Ave.) in the Public/Semi-Public Lands (P/SPL) zone, subject to the following conditions:

1. An agreement for use of the City property must be finalized and signed by all parties prior to the issuance of any Zoning Development Permit (ZDP) being issued.
2. An updated site plan, resolving all issues identified in the redlined plans must be approved by the City before any ZDP is issued.
3. The applicant must supply the City of Woodland Park with an up-to-date Certificate of Liability Insurance for the duration of the lease agreement.
4. The facility and all associated utilities must comply with city specifications.
5. Prior to the issuance of any ZDP, the applicant must submit a copy of the agreement between Verizon Wireless and CORE Electric Cooperative for underground power and fiber delivery to the site.
6. The facility must not be powered by a generator except for emergency or backup use.
7. The applicant must ensure all cabinetry and equipment located on the site be a natural earth color.
8. Since this is to be a temporary facility, this special use permit shall expire December 31, 2024. Should an extension be desired, the applicant must apply for an extension that will be processed per MC §18.61.050.
9. Fencing satisfactory to the City shall provide opaque screening of the installation.

Following Senior Planner Gate's presentation, Council discussed issues with Verizon about tearing up the side walks, fencing, health and safety of the citizens. Public Works Director Schmitt emphasized the need to start the project sooner than later so that Lake Street does not get torn up after completion. Schmitt detailed the benefits of starting the project sooner rather than later.

Following the council discussion, Mayor LaBarre opened up the Public Comment portion of the Public Hearing.

Pete Hitchcock shared that he owns two vacant lots and that this would block his views of Pikes Peak.

Following the Public Comment portion of the Public Hearing, Mayor La Barre closed the Public Hearing and the following motion was made.

Motion: To approve Ordinance No. 1441, Series 2023, an Ordinance Granting a Special Use Permit with a Site plan Review for the Purpose of Verizon to Construct and Utilize a Temporary Communication Facility in the Public/Semi-Public Lands (P/SPL) Zone. Zuluaga/Neal. Motion carried 6-0.

- B.** Ordinance No. 1442, Series 2023, an Ordinance Amending the PUD for the Property Located in the Walmart PUD with a Legal Description of Lot 4 Wal-Mart Center, to Amend the Allowed Use and Dimensional Standards to also Include an Automated Express Style Car Wash (QJ)
(Presenter, Senior Planner CJ Gates)

This item was withdrawn by the applicant.

- C.** The Haven at Paradise Final Plat - a request by Frankie Valenzuela of Ventus LLC (applicant) and Johnathan James Ventus LLS (property owner) for a Final Plat of 24 lots and two tracts of a 35.78 acre tract of land located in Section 19 and Section 30, T12S, R68W of the 6th P.M., City of Woodland Park; in the Suburban Residential (SR) zone. (QJ)
(Presenter, Senior Planner CJ Gates)

Prior to the presentation of this agenda item, Mayor Pro-tem Case shared that as the Council Liaison to the Parks and Recreation Advisory Board that when this item was discussed she stepped out of the room as she knew this item was QJ and would be coming before the City Council for her to vote on.

Senior Planner Gates presented the Staff Report regarding this agenda item.

PROCESS

As a major subdivision, this platting involves:

- ☐ construction of new streets, sidewalks, curbs, gutters and storm water detention;
- ☐ extension of municipal facilities (i.e., water and sanitary sewer system) and dry utilities.

A major subdivision authorization is a two-step public process with approval of a Preliminary Plat (approved in 2019 and an extensions granted in 2021 & 2022) and submission of a final subdivision plat (complete with a public hearing before the Planning Commission and City Council).

The Applicant proposes to develop 25 lots for single family dwelling units. Residential use within this plat is permitted and is subject to administrative approval of a Zoning Development Permit (ZDP) for each dwelling unit. The ZDP process also provides for a compliance check of criteria such as setbacks, height, parking, landscaping, and other site improvements for utilities, grading, drainage, and erosion control.

BACKGROUND

In 2005, City Council approved the Amended Top of Paradise Master Plan (Attachment 4) encompassing 197.7 acres showing 175 lots and allowing up to a total of 190 lots in the SR zone. As seen on Figure 2, the Master Plan encompasses several subdivisions including Forest Edge Park Fourth addition, Forest Edge Park First Filing, Thunderbird Estates, and Paradise Estates Filing 1, 2, 3, 8, 9, 10 and Haven at Paradise.

Other subdivisions located within the Amended Top of Paradise Master Plan area that have

received Final Plat approvals include:

- 2006, Paradise of Colorado Filing 1 Final plat with 4 residential lots;
- 2008, the Paradise of Colorado Filing No. 2 Final Plat with 29 residential lots on 25.22 acres;
- 2017, Paradise of Colorado Filing No. 3 Final Plat with 3 residential lots;
- 2018, Paradise of Colorado Filing No. 4 containing 19.27 acres with 22 single-family residences and dedication of new streets (Locklin Way and a small portion of Thunder Ridge Drive); and
- 2019, the Highlands in Paradise Final Plat with 9 lots along Highland Court on 7.07 acres.

REQUEST

This application is for Final Plat approval for the subdivision known as The Haven at Paradise. The preliminary plat for this project, consisting of 35.77 acres with 24 residential lots ranging in size from 15,993 SF to 217,335 SF (Attachment 3), was originally approved on April 9, 2019 and the approval granted two extensions to April 4, 2023. The approved Preliminary Plat includes Tract A which is 15,041 SF in size for storm water detention which is proposed to be owned and maintained by the City of Woodland Park. It also includes Tract B which is 12.31 acres in size for private open space owned and maintained by the Homeowners Association. This Tract was originally intended for the use of the residences of The Haven at Paradise and to include a trail system throughout the tract.

The preliminary plat approval also included a variance from MC §17.40.140 to reduce the minimum ROW width from 50' to 40' (with 30' front setbacks) as well as the following conditions:

1. Park fees (MC §17.36.030) shall be paid prior to recording the Final Plat with the stipulation that these park fees are used to develop Chimney Park or other recreational amenities in Paradise Estates or Thunderbird Subdivisions. Please know that the fee increases every year and will be adjusted and the amount finalized when the zoning permits are issued.
2. A wildfire mitigation plan shall be submitted to the City and NETCFPD for review and implementation by the developer prior to Final Plat approval.
3. Complete the water line loop from Red Haven to Blue Haven cul-de-sac during the first phase.

During the Preliminary Plat approval process, City Council members expressed concern about the capability of a Home Owners Association to manage and maintain the public space within tract B. At that time, the developer was encouraged to consider dedicating the 12.13 acre open space tract to the City.

The current application is for The Haven at Paradise Final Plat (Figure 3). Similar to the Preliminary Plat, the proposed Final Plat is for 35.77 acres of land. However, the lot configuration is different in that this plat is for 25 residential lots and one tract for storm water detention. The tract that was originally proposed as open space within Haven at Paradise (Tract B), is now intended for a residential lot that is 528,437 SF in size which will be accessed off of Kings Crown Road.

This Final Plat does not include any dedicated to the city's open space requirements .

The use of open space or park land, however it still meets the Park Land requirements for all filings within the Top of Paradise Master Plan were satisfied through the filing of Thunderbird Estates previous dedication of Chimney Park and the first was approved with the dedication of a tract next to the Highschool along with a number of tracts that provide trail corridors. For the future filings within the Top of Paradise Master Plan area, including this proposal, the applicant has agreed to pay Park fees with the stipulation that the fees collected be used to develop Chimney Park or other public recreational amenities in Paradise Estates or Thunderbird Subdivisions.

Regarding the wildfire mitigation plan requirement, this item has yet to be satisfied and is still outstanding.

INFRASTRUCTURE

After the most recent preliminary plat extension, the applicant submitted a Zoning Development Permit (ZDP) application to the City of Woodland Park for approval of Grading and Infrastructure Plans. City staff administratively approved this ZDP on June 27, 2022 and construction has commenced on this site. The approved construction documents are attached hereto (Attachment 2).

New drainage improvements include curbs, gutters, storm pipes and inlets to convey run-off to a proposed detention pond located within Tract A. A drainage report (dated January 10, 2022) titled a "Final Drainage Report for the Haven at Paradise" was submitted and reviewed by the City Engineer and found to be acceptable in accordance with the City's Drainage Criteria Manual.

Water and sanitary sewer mains will be constructed in accordance with the City's Engineering Specifications. Construction drawings were approved on June 27, 2022. In 2008, an 8" water line was installed along this site in order to loop a water main from the Top of Paradise water tank to Kings Crown Road. This water main was necessary to provide adequate water pressure and fire protection to previously subdivided lots at the south end of Kings Crown Road. Tap fees for each new residential dwelling are based on the quantity of plumbing fixture units and the fees will be collected with the Zoning Development Permit (ZDP).

Access and traffic flow to the Haven at Paradise is provided via the existing Kings Crown Road, which connects to Ponderosa Way, Paradise Valley Drive and Sun Valley Drive. Consistent with the ROW width reduction approved on the preliminary plat, the new streets (Blue Haven Place and Red Haven Place) are proposed as a 40' wide public road right-of-way (ROW) with a 24' wide asphalt mat and 24' mountable curbs and gutters. This reduction in ROW width is acceptable since the utility companies (CORE, Black Hills Energy, & telecom) prefer to install their infrastructure outside of the ROW in easements on private property. Construction drawings have been submitted and approved by the City of Woodland Park.

Gates shared the following zoning use standards:

Regarding dimensional standards, within the SR zone district, new development is subject to the following:

- Maximum Height - 30 feet for the main building and 20 feet for accessory buildings

- Minimum Building Setback - main building 25 feet front/rear (30 feet front for the Haven at Paradise), 8 feet side, accessory building 4 feet side and rear
- Minimum lot Area and Maximum Lot Coverage - 15,000 SF/20% of lot
- Minimum Lot Frontage - 40 feet measured at the right of way

FINAL PLAT CODE ANALYSIS

The final plat shall contain the following information per MC §17.24.080:

§17.24.70 Completed plat preparation A. The design should conform to the preliminary plat, if applicable, as conditionally approved, except that the final plat may constitute that portion of the approved preliminary plat which is proposed for immediate recording.

Complies. The Final Plat design does conform to the preliminary plat with the exception of the tract that was originally proposed as open space within Haven at Paradise (Tract B), is now intended for a residential lot that is 528,437 SF in size which will be accessed off of Kings Crown Road. This Final Plat does not include any dedication of open space or park land. However, it still meets the City's requirements due to the previous dedication of Chimney Park and the dedication of a tract next to the high school along with a number of tracts that provide trail corridors.

17.24.080 Information. Note: This is a lengthy list of technical information required to be contained on the Final Plat and prepared by a licensed professional land surveyor.

Complies. The applicant has included all required information on the Final Plat.

§17.40.050 – Streets – Frontage. No subdivision shall be approved unless the area to be subdivided shall have a frontage on an existing street shown upon approval by the planning commission and city council and recorded in the county clerk and recorder's office. Wherever an area to be subdivided is to utilize an existing adjacent street, the subdivider shall be required to improve said street to city specifications.

Complies. All proposed lots have sufficient frontage.

§17.40.170 – Easements. Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot lines abut on property outside of the subdivision of which there are no easements provided for at least ten feet in width, then the easement or alley on the rear lot lines in the subdivision shall be at least twenty feet in width. Side lot easements, where necessary, shall be at least ten feet in width, five feet of which shall be on each side of a common lot line. Where required, easements for public sewer water shall be required with the width to be determined in accordance with the city engineering specifications.

Complies. All proposed easements meet standards set forth in §17.40.170.

§17.40.250 – Land use intensity ratios. Each single family lot resulting from a new subdivision or replat of an existing subdivision shall include a lot coverage standard as permitted in the Table LCS below. Lot coverage is that the lot that is covered by a main building or accessory

building. Driveways, decks, and patios are not calculated as part of the lot coverage standard.

Complies. Each lot shall have a maximum site coverage of 20% of the lot area. Plat note 7 covers this regulation.

§17.36.020 – Park capital fees or dedication of land. Every major or minor subdivision which is platted for residential use shall pay a park capital fee in the amount established by the city council per resolution for public parks, recreation areas and open space. The city council, based upon advisement from the parks and recreation advisory board and subsequent recommendation by the Planning Commission may, at its option, subject to policy established by Section 17.36.050 require land dedication on the amount of 0.027 acres per residential unit. In a cluster development, this land should not count towards the minimum required open space.

May comply. Consistent with the condition of approval imposed on the preliminary plat, park fees, with the stipulation that the fees collected be used to develop Chimney Park or other public recreational amenities in Paradise Estates or Thunderbird Subdivisions must be paid prior to final recording of the Final Plat.

SUBDIVISION DEVELOPMENT AGREEMENT (SDA) AND SECURITY

The developer is required to complete all public infrastructure prior to Final Plat approval and recording. An improvement guarantee via a Subdivision Development Agreement and acceptable security (i.e., irrevocable letter of credit, or bond) for all the remaining infrastructure is required and must be recorded concurrently with the Final Plat. The agreement shall be the city's standard subdivision development agreement with any amendments or additions as required by the city. Any special requirements unique to a particular subdivision due to terrain, etc., shall be defined in the agreement.

REFERRALS AND NOTIFICATIONS

Adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission public hearing. The site was posted with a public notice poster and notice of the public hearing was published in the Pikes Peak Courier in compliance with the Municipal Code. Staff has received no written comments regarding this Final Plat proposal. The application was referred to the City Utilities/Public Works Director, the City Attorney, the City Inspector, the City Engineer, and the City Manager. Staff has also received citizen comments which are attached here.

PARKS AND RECREATION BOARD RECOMMENDATION

The Parks and Recreation Advisory Board reviewed the proposed plat at their March 8, 2023 meeting and provided the following comments:

2019 Preliminary Plat - PRAB recommended a fire mitigation plan for the dense forested areas and recommended accepting Park Capital fees to be used within the Top of Paradise, Paradise Estates and Thunderbird subdivisions for park or trail development.

March 9, 2023 - Board discussion with Jonathan James, Ventus LLC and Property Owner The Final Plat submitted to the Planning Commission on February 9, 2023 incorporated the original Tract B Open Space, to Lot 25 for development. Planning Commission, added to their

recommendations that Lot 25 be reverted to Tract B as approved on the Preliminary Plat. On February 28, 2023 a letter was submitted by Mr. James reverted Lot 25 back to the original Tract B, private open space as originally planned. The PRAB supports Tract B, as originally planned. The board requested the consideration of future soft access point opportunities, providing potential trail connectivity. Mr. James stated the consideration of an internal trail network across properties as well. The board explained as they worked on the master plan project, they are learning from the community that trails and trail connectivity are important. Mr. James would like to continue to work for the board to review future development and how he can accommodate these potential connections. The board appreciated the opportunity for this discussion with Mr. James and his willingness to listen and desire to do what is possible for the betterment of the community.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a public hearing on February 9th, 2023 (draft minutes attached). After consideration of the staff report and comments made at the public hearing, the Planning Commission voted unanimously to recommend City Council approve the Haven at Paradise Final Plat subject to the conditions found in the staff report, one through four, and add a condition number five:

1. The developer must enter into a subdivision development agreement including financial guarantee for the cost estimate of the remaining infrastructure to be installed. The agreement shall be the city's standard subdivision development agreement with any amendments or additions as required by the city. Any special requirements unique to a particular subdivision due to terrain, etc., shall be defined in the agreement.
2. Park fees must be paid prior to recording of the Final Plat.
3. A wildfire mitigation plan shall be submitted to the City and NETCFPD for review and approval.
4. Add a plat note to Final Plat documenting the requirement for a 30' front setback.
5. Revert "Lot 25" to the original label "Tract B" with the original plat notes and comments approved on the Preliminary Plat.

Following the Planning Commission meeting, staff met with the applicant to discuss the Planning Commission Recommendation. The Applicant submitted a letter dated February 28, 2023 (attachment F) that states the applicant will be reverting lot 25 back to the original Tract B and will be held as private space as originally planned.

STAFF RECOMMENDATION

That the City Council move to: Approve the Haven at Paradise Final Plat subject to the following conditions:

1. The developer must enter into a subdivision development agreement including financial guarantee for the cost estimate of the remaining infrastructure to be installed. The agreement shall be the city's standard subdivision development agreement with any amendments or additions as required by the city. Any special requirements unique to a particular subdivision due to terrain, etc., shall be defined in the agreement.
2. Park fees must be paid prior to recording of the Final Plat.
3. A wildfire mitigation plan shall be submitted to the City and NETCFPD for review and approval.
4. Add a plat note to the Final Plat documenting the requirement for a 30' front setback.
5. Revert "Lot 25" to the original label "Tract B" with the original plat notes and comments

approved on the Preliminary Plat

Following a very brief Council discussion, Mayor LaBarre opened up the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor LaBarre closed the Public Hearing and the following motion was made:

Motion: To approve the Haven at Paradise Final Plat with the following conditions listed above by the staff. Connors/Zuluaga. Motion carried 6-0.

10. NEW BUSINESS

(Public comment may be heard)

- A.** Approval of the Woodland Station Purchase Agreement. (A)
(Presenter, Chair of the Downtown Development Authority, Tony Perry)

This item was removed from the agenda by the applicant.

- B.** Approve Resolution No. 901, Series 2023 establishing water and sewer plant investment fees effective April 1, 2023. (A)
(Presenter Utilities Director Kip Wiley)

Utilities Director Wiley presented Resolution No. 901 to the Council.

There being no questions or comments, the following motion was made.

Motion: To approve Resolution No. 901, series 2023 establishing water and sewer plant investment fees effective April 1, 2023. Case/Nakai. Motion carried 6-0.

11. REPORTS

(Public comment not necessary)

- A.** Mayor's Report

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

- B.** Council Reports

Mayor Pro-tem Case shared an update of PRAB.

Councilmember Connors thanked all the 1st Responders that participated in the St Patricks Day Parade.

Councilmember Nakai shared that the UAC met.

Councilmember Neal shared an update of the DDA.

- C.** City Attorney's Report

- D.** City Manager's Report

- 1. Sales Tax Update-January 2023

City Manager Lawson shared that the Sales Tax update for January would be delayed to a later meeting.

City Manager Lawson shared that David Ott has resigned from his position on Council. City Clerk Leclercq shared how a vacancy of a Councilmember is filled and Council asked that this be put on the next agenda for discussion.

12. ADJOURNMENT

There being no further City business Mayor LaBarre adjourned the City Council Meeting at 10:23 PM.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2023

Hilary LaBarre, Mayor



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: April 6, 2023

SUBJECT: Discussion and direction given to City Clerk Leclercq on the process for the appointment of a new City Councilmember to replace David Ott. (A)
(Presenter Deputy City Manager/City Clerk Leclercq)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Dylan Berget, Associate Attorney

DATE: April 6, 2023

SUBJECT: Consider Ordinance No. 1445, Series 2023, on initial posting, an Ordinance of the City Council for the City of Woodland Park, Colorado Adopting the Plastic Pollution Reduction Act and Establishing Penalties for Violating the Act, on initial posting, and set the Public Hearing for April 20, 2023. (L)
(Presenter, Finance Director Aaron Vassalotti)

BACKGROUND: In 2021, the Colorado General Assembly enacted House Bill 21-1162. Beginning January 1, 2024, the act prohibits stores and retail food establishments from providing single-use plastic carryout bags to customers. Certain retail food establishments (primarily restaurants), and small stores that operate solely in Colorado and have 3 or fewer locations are exempt from the Act and may continue to provide single-use plastic carryout bags.

Between January 1, 2023, and January 1, 2024, a store may furnish a recycled paper carryout bag or a single-use plastic carryout bag to a customer at the point of sale if the customer pays a fee of 10 cents per bag or a higher fee adopted by the municipality or county in which the store is located. On and after January 1, 2024, a store may furnish only a recycled paper carryout bag to a customer at the point of sale at a fee of 10 cents per bag or a higher fee imposed by the municipality or county in which the store is located.

A store is required to remit, on a quarterly basis beginning April 1, 2024, 60% of the carryout bag fee revenues to the municipality or county within which the store is located and may retain the remaining 40% of the carryout bag fee revenues.

The carryout bag fee does not apply to a customer that provides evidence to the store that the customer is a participant in a federal or state food assistance program.

In addition, beginning January 1, 2024, all retail food establishments, including restaurants, are prohibited from distributing any expanded polystyrene food containers for ready-to-eat food.

The City may enforce a violation of the legislation against a store or retail food establishment in any reasonable manner the City chooses. The legislation provides that a county enforcing the legislation may impose a fine up to five hundred (\$500.00) for the second violation and up to one thousand dollars (\$1,000.00) for third or subsequent violations. No fine is provided for a first violation.

The City may use the portion of the bag fee it receives (1) to administer and enforce the bag fee, and/or (2) for any recycling, composting, or other waste diversion programs, including outreach and

education activities. Other communities are using the fee to defray the cost of administration, to fund reusable bag giveaways, and fund an initial education campaign about the bill.

The City Council should determine: (1) if the \$0.10 fee should be increased; and (2) what enforcement mechanisms, if any, the City will use to enforce violations of the Act. The attached draft ordinance does not increase the fee and follows the guidelines the state provided for counties but can be revised to reflect the Council's direction. As currently written, a warning would be issued to a store for a first violation in a two year period; a \$500 fine would be imposed for a second violation in a two year period; and a \$1,000 fine would be imposed for a third or subsequent violation in a three-year period.

Please let me know if you have any questions regarding the Act or proposed ordinance.

Attachments: (1) Draft Ordinance

Proposed motion: "Move to approve ordinance number 1445, as presented."

RECOMMENDATION:

ATTACHMENTS: 1. Ordinance - Woodland Park - Plastic Pollution Reduction Act

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1445
(Series of 2023)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO ADOPTING THE PLASTIC POLLUTION REDUCTION ACT AND
ESTABLISHING PENALTIES FOR VIOLATING THE ACT**

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under the Colorado Constitution and the home rule charter of the City; and

WHEREAS, the Colorado legislature adopted House Bill 21-1162, the Plastic Pollution Reduction Act (“the Act”), which imposes a ten cent (\$0.10) per bag fee on plastic and paper carryout bags beginning January 1, 2023; and

WHEREAS, the Act provides that Stores, as defined therein, must collect the bag fee and remit sixty percent (60%) of such fees to the local municipality on a quarterly basis beginning April 1, 2024; and

WHEREAS, the Act phases out the right of certain stores to provide customers with certain plastics; and

WHEREAS, the Act delegates enforcement of violations of the Act to local governments “in the manner that the local government chooses,” C.R.S. § 25-17-507(1)(a), while providing a fine schedule for “Count[ies] that choose [] to enforce a violation of” the Act; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Title 3 of the Woodland Park Municipal Code (the “Code”), by creating a new Chapter 3.39, adopting the plastic pollution reduction act and establishing penalties for violating the act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF 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. The Woodland Park Municipal Code is hereby amended by adopting Sec. 3.39.010 to read as follows:

Title 3, Chapter 39, Section 10 - Plastic Pollution Reduction Act

Sec. 3.39.010 Adoption of the Plastic Pollution Reduction Act, Penalties for Violation

- (a) Adoption of the Plastic Pollution Reduction Act. The Plastic Pollution Reduction Act, C.R.S. §§ 25-17-501 through 25-17-509, as that Act may be amended from time to time, is hereby adopted by the city. It shall be a municipal violation for any person to violate the provisions of the Plastic Pollution Reduction Act, as amended from time to time.
- (b) Penalties for violation. Violation of the provisions of the Plastic Pollution Reduction Act as adopted by the City by this section shall be punishable by the issuance of a written warning for a first offense within two years; a fine of \$500.00 for a second offense within two years; and a fine of \$1,000.00 for a third or subsequent offense within three years.

Section 3. *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 4. *Effective Date.* This ordinance shall be in full force and effect upon its publication as required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS ____ DAY OF _____, 2023.

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq

**CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1443, SERIES 2023**

**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 before implementing regulations, 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, therefore, on December 1, 2022, through Ordinance 1432, the City Council extended the moratorium through June 24, 2023; and

WHEREAS, through Ordinance No. 1431, Series 2022, City Council adopted comprehensive short-term rental regulations; and

WHEREAS, a referendum petition was subsequently filed in December 2022 which suspended Ordinance No. 1431 from taking effect, said petition as deemed sufficient by the City Clerk on January 23, 2023, and on February 16, 2023, Council repealed Ordinance No. 1431, rather than setting the referendum for a special election; and

WHEREAS, so that staff, Planning Commission and City Council has ample time to gather additional public input to consider amended short-term rental regulations, the City Council now wishes to extend the current moratorium to December 31, 2023; and

WHEREAS, Council finds that these six (6) additional months is an appropriate length of time to consider, hold further public hearings and finalize 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 December 31, 2023, for six (6) additional months past the current expiration date of June 24, 2023; 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 previously extended until June 24, 2023, 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 December 31, 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 subject moratorium originally imposed on July 7, 2022, and extended until December 15, 2022, and then until June 24, 2023, shall continue, and shall expire on December 31, 2023, unless repealed prior to that date, or extended to a later date.

Section 4. 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 5. *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 6th DAY OF APRIL, 2023.

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: CJ Gates, Senior Planner

DATE: April 6, 2023

SUBJECT: Approval of Ordinance No. 1444, Series 2023, an Ordinance Granting a Special Use Permit with a Site Plan Review for the Purpose of Verizon to Construct and Utilize a Concealed Antenna Communication Facility in the Public/Semi-Public Lands (P/SPL) Zone. (QJ)
(Presenter, CJ Gates, Senior Planner)

BACKGROUND: See attached detailed report.

RECOMMENDATION: Approve Ordinance No. 1444, Series 2023, an Ordinance Granting a Special Use Permit with a Site Plan Review for the Purpose of Verizon to Construct and Utilize a Concealed Antenna Communication Facility in the Public/Semi-Public Lands (P/SPL) Zone.

ATTACHMENTS:

1. VW Macro SUP CC Staff Report
2. A. Ordinance 1444 Verizon Macro Facility SUP
3. B. 2023.03.09 PC Minutes - Unsigned
4. C. Verizon Wireless Macro Facility - SUP Application-WEBSITE
5. D. Verizon Wireless Macro Facility - SUP Application - Redline Comments
6. E. Appliacnt Responce Packet



City Council Staff Report Public Hearing April 6, 2023

Agenda Item

Department

Presenter

9B

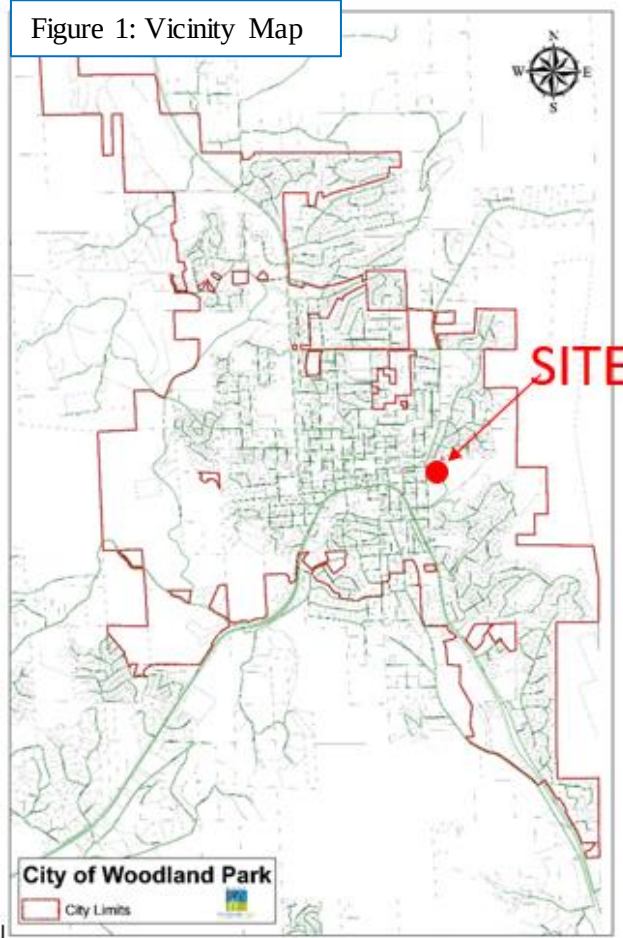
Planning

C.J. Gates
Senior Planner

AGENDA ITEM 9B

#SUP2022-02 Verizon Wireless Macro Facility: A request by Verizon Wireless (Applicant) and the City of Woodland Park (Property Owner) to construct a 60'-0" concealed antenna facility at the front (west side) of the existing Woodland Aquatic Center, designed to complement the existing building architecture and conceal the VZW antennas, and equipment within at 111 N. Baldwin Street, L1, Woodland Aquatic Center, which is in the Public / Semi-Public Land (P/SPL) zone district. (QJ)

Figure 1: Vicinity Map



BACKGROUND

Lot 1, Woodland Park Aquatic Center is a 2.10 acre lot that was previously subdivided from the 42.136 acre tract of land lying east of Baldwin Avenue and owned by the RE-2 School District. The construction of the Woodland Aquatic Center includes a water slide (as seen on Figure 2) with a total building height of 33.5 feet which was achieved through a height variance process. The Aquatic Center is a total of 24,785 SF and contains two pools, locker rooms, changing cabanas, lobby and a parking lot with 34 spaces.

Figure 2: Aquatic Center Slide

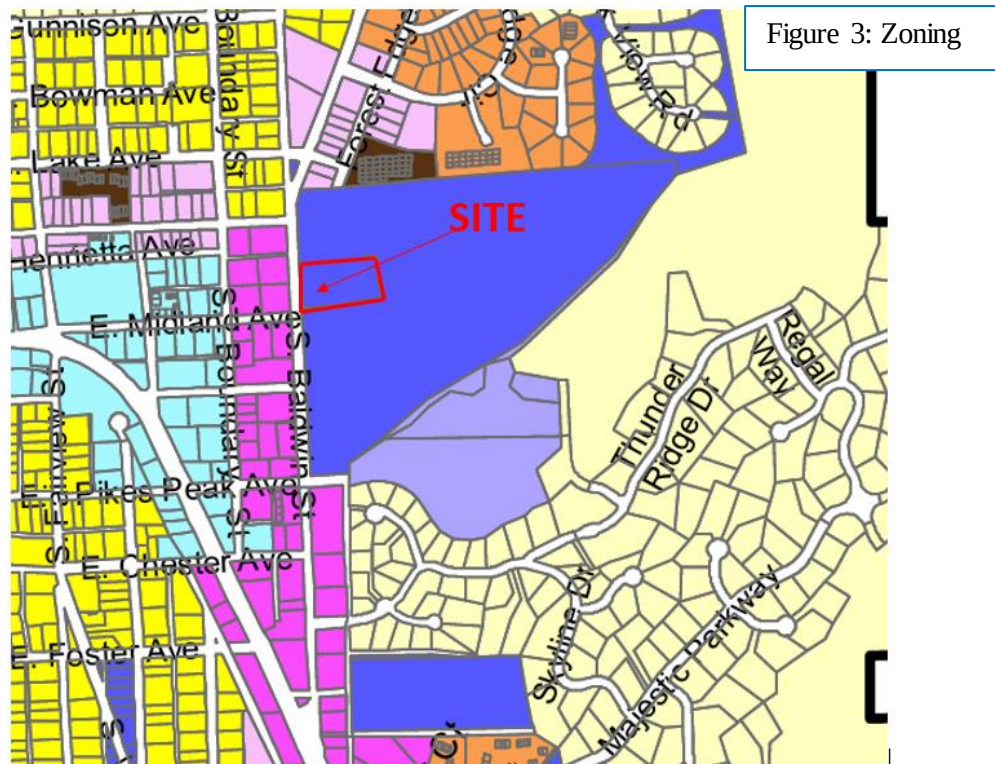


On July 28, 2022 Teller County sent a letter to the applicant regarding public safety concerns associated with Verizon Wireless connectivity issues in all of Teller County. The Teller County Office of Emergency Management, along with the Board of County Commissioners, outlined that the lack of connectivity with the Verizon service was having a negative impact on public safety and commerce within the County. Verizon Wireless' solution to this problem was to deploy a temporary cell on wheels (COW) while they identified a more permanent solution. The application attached hereto is the Verizon Wireless' permanent solution to the problem stated above. The proposed facility will become part of the Verizon Wireless's overall telecommunication network, providing service to the City of Woodland Park and Teller County area.

According to Chapter 18.61.020 of the City of Woodland Park Municipal Code, towers and antennas exceeding fifty feet in height require a SUP. This current application is being processed as a SUP is due to the fact that the proposed new antenna has a total height of 60 feet (56'-3" for the antenna and an additional 3' -7" to the top of the tower roof). The proposed facility will be fully concealed within a structure designed to complement the existing building architecture of the Aquatic Center.

SITE AND SURROUNDING PROPERTIES

The subject property is zoned Public/Semi-Public Land (P/SPL) (Figure 3) and is bordered by Baldwin St. to the west, Woodland Park High school to the East and North, and Gateway Elementary School to the south. To the west of the subject property, across Baldwin St. are parcels zoned Community Commercial where commercial business are existing. Woodland Park High school and Gateway Elementary exist on the same parcel and are zoned P/SPL. The proposed communication facility will be located within the western portion of the subject property bordering N. Baldwin St.



City of Woodland Park - Zoning Map

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

The uses and zone districts for the area immediately surrounding the subject property are as follows:

USE		ZONE
North & East	Woodland Park High School	P/SPL
West	N Baldwin St & Privately owned business	CC
South	Gateway Elementary School	P/SPL

AREA AND SITE PHOTOS

Figure 4 is an aerial photo of the subject property and surrounding area. Additional site photos follow in figures 4b and 4c.



Figure 4b: Proposed Site looking east



Figure 4c: Proposed site looking southeast



Original Proposed Site Plan

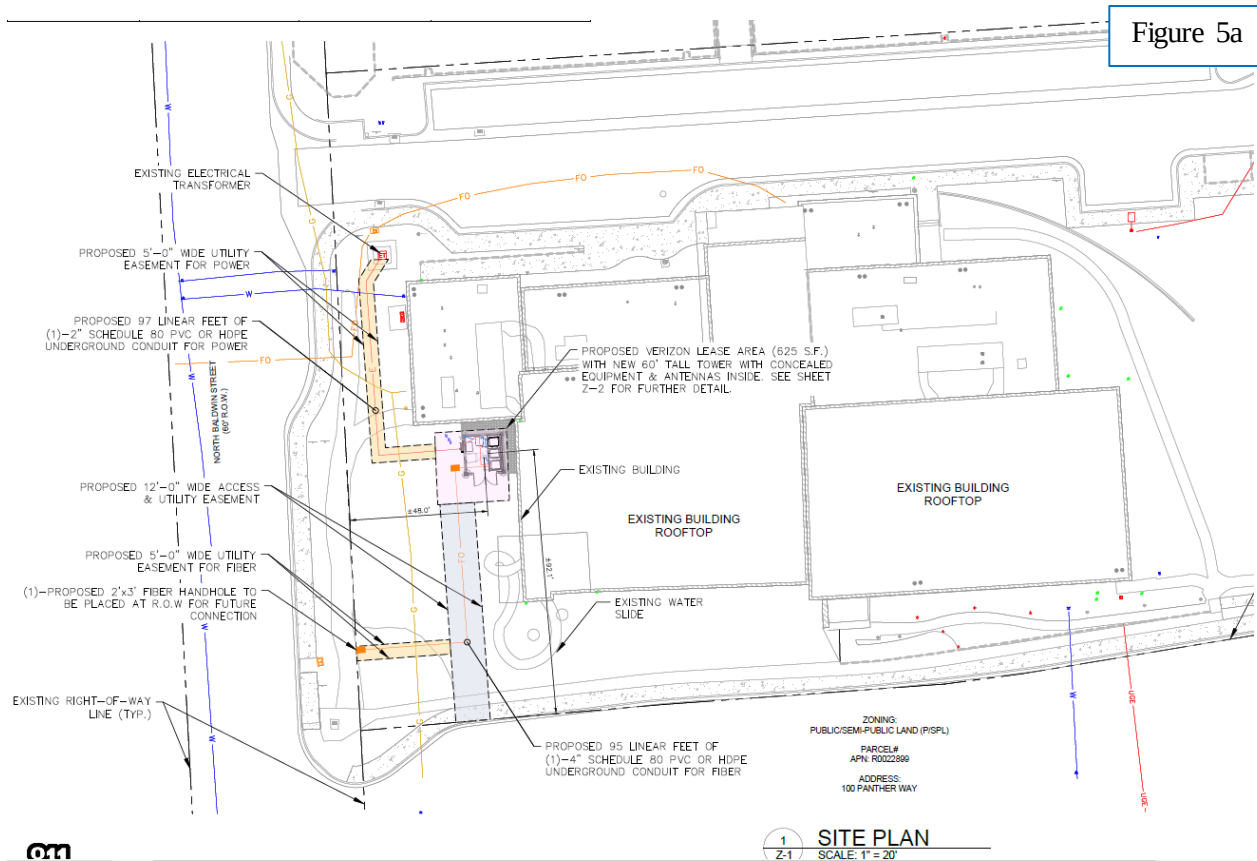
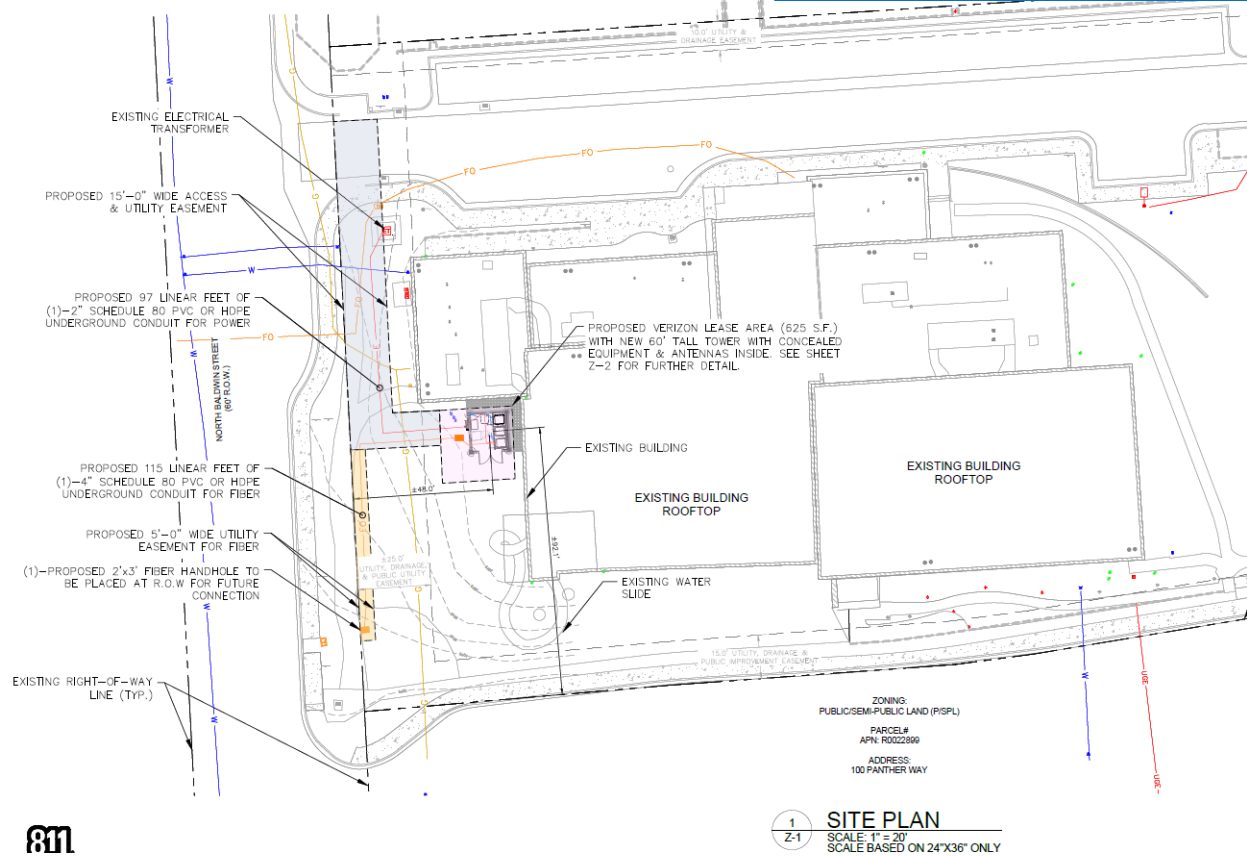


Figure 5a above is the original proposed site plan which is also attached within the application. As noted on figure 5a, the applicant proposed a 5'-0" wide utility easement for power to run from the proposed facility to the existing electrical transformer on the northwest side of the site. The proposed power lines will be placed within 97 linear feet of (1)-2" schedule 80 PVC or HDPE underground conduit. The applicant is also proposing a 12'-0" wide access & utility easement running north and south connecting to a proposed 5'-0" wide easement for fiber that will connect to a proposed 2'x3' fiber handhold. The proposed fiber lines will be placed within 95 linear feet of (1)-4" schedule 80 PVC or HDPE underground conduit. The lease area that the applicant is proposing is a total of 625 SF.

Figure 5b below is the applicant's revised proposed site plan. This document is contained within the applicant response packet and is attached hereto. The revised site plan was a direct result from Staff's comments on the original proposal. Where the original and revised site plans differ the most is the location of the proposed fiber and power lines. Currently, a utility easement is existing on the west side of the subject property and per Staff's recommendation, the applicant place the power and fiber lines within it. The revised proposed site plan is what is desirable.

Revised Proposed Site Plan

Figure 5b: Revised proposed site plan



Below in Figure 6a is an elevation of the proposed facility which shows its proximity to the existing WAC building. Another copy of this elevation is contained within the drawing set of the application which is attached to this report. As depicted in the elevation, the existing building is 33 feet in height and the proposed tower is 60 feet in height. The proposed facility will be 26.5 feet higher than the highest point of the existing building.

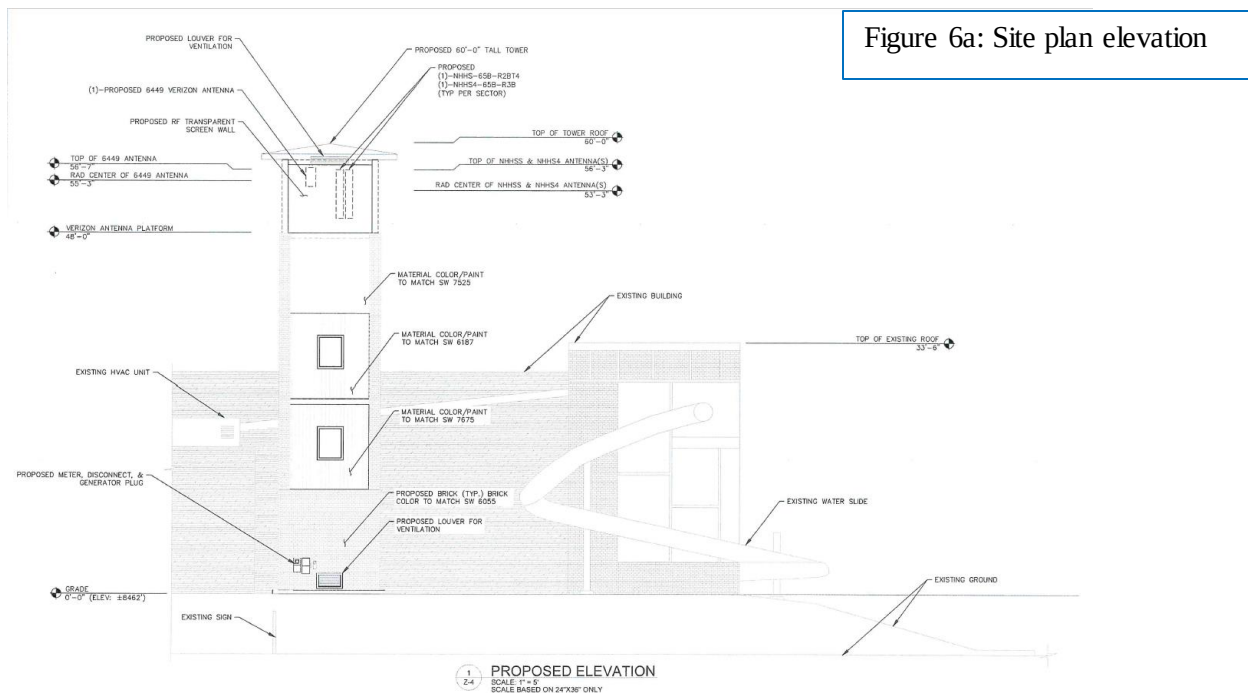


Figure 6b is a color rendering of the proposed tower. Staff asked the applicant to submit this information within the applicant response packet. The rendering shows how the applicant is attempting to match the existing color and architecture of the existing site.

Figure 6b: Color rendering of proposed tower



ANALYSIS OF SPECIAL USE PERMIT AND FINDINGS

Municipal code section §18.61 *Special Use Permit* regulates the review of special use permit requests. §18.61.040 states, “The standards for special use permits are intended only as a minimum necessary for review. An application for a special use permit, even though meeting the minimal standards of this chapter and code, may be denied, if it is determined that the development and use is not the best interest of the city.” § 18.61.040 also specifies the standards by which all special uses must comply in order to receive approval.

Below is a listing of the applicable SUP standards from Code Section 18.61.040 complete with staff’s analysis. .

A. *The proposed development and use shall have a demonstrated direct public benefit to the city.*

Complies. The service provided by the proposed communication facility will have a direct public benefit to the City. The proposed facility will become part of Verizon Wireless’ overall telecommunication network, providing service to Woodland Park and across Teller County

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

Complies. The proposed communication tower along with all fiber and power lines will be enclosed within a structure or underground. The proposed communication facility will not materially endanger the public health and welfare.

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

Complies. The proposed facility includes a structure to enclose all telecommunication materials. The proposed structure will be painted to match the existing Woodland Park Aquatic Center. The proposal will not substantially injure the value of vicinity properties.

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

Complies. The proposed development is compatible with the public/semi-public land zone district where the site is located.

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

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

Public Safety and Emergency Management Goal 1: Continue to provide excellent public safety and emergency services.

Resiliency Objective 3.1: Maintain redundancy in communication systems.

F. *The proposed development and use shall conform to the provisions, standards and requirements of all city regulations, adopted and in effect at the time of application, including*

but not limited to zoning, subdivision, utilities, buildings and construction, business regulations and engineering specifications.

May Comply. Currently, there is one major concern that to the location of proposed easements. The proposed plans include an easement that is not compliance with City Code. Per Municipal Code §17.40.170 “Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty foot wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot line abuts on property outside of the subdivision of which there are no easements provided for of at least ten feet in width, then the easement or alley on the rear lot lines in the subdivision shall be at least twenty feet in width. Side lot easements, where necessary shall be at least ten feet in width, five feet of which shall be on each side of a common lot line. Where required, easements for public sewer or water shall be required with the width to be determined in accordance with the City engineering specifications.”

The proposed facility may comply if the applicant is willing to comply with this specific section of the Municipal Code and use existing established utility easements that are available.

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

Complies. The proposed facility is unmanned and no impact to traffic is anticipated. After construction is complete, the site will be visited on average by one vehicle per month for routine maintenance.

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

Complies. The proposed facility will be located on the Woodland Park Aquatic Center property and will have no impact to topography, surface drainage, soil potentials, natural and manmade hazards, streams, and environmentally significant features.

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

Complies. The proposed facility does not require or involve any water supply, wastewater disposal, solid waste disposal, air quality protection methods, or surface water drainage.

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

Complies. The applicant is taking ownership of all construction and maintenance and claims does not increase public danger.

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

May Comply. The proposed facility will be painted to match the existing structure and all telecommunication materials will be enclosed within the proposed structure. Staff will be requesting additional design modifications so the structure will better harmonize with the existing building.

REFERRALS AND NOTIFICATIONS

Adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission and City Council public hearings. The site was posted with public notice posters and notice of the public hearings was published in the Pikes Peak Courier in compliance with the Municipal Code. While staff has received a couple inquiries about the application no public comment on the proposal have been submitted.

Applications were referred to City departments including the City Attorney, the City Manager, the City Clerk, Utilities, Public Works, Planning and Building and external agencies including CORE and the Northeast Teller County Fire Protection District, Black Hills Energy, Core Electric, Century Link/Lumen, and TDS Telecom. A copy of staffs red-line comments are attached hereto as “City Review Red-line Comments” The applicant also submitted a response packet to staffs comments and is also attached hereto as “Applicant Response Packet”.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a public hearing on March 9th, 2023 (draft minutes attached). After consideration of the staff report and comments made at the public hearing, the Planning Commission voted unanimously to recommend City Council to approve the Special Use Permit for a Special Use Permit for a 60’-0” concealed antenna facility at the front (west side) of the existing Woodland Aquatic Center, designed to complement the existing building architecture and conceal the VZW antennas and equipment within, at 111 N. Baldwin Street, L1, Woodland Aquatic Center, which is in the Public / Semi-Public Land (P/SPL) zone district, subject to the following conditions:

1. An updated site plan, resolving all issues identified on the redlined plans must be approved by the City before any Zoning Development Permit (ZDP) will be issued.
2. An Agreement for use of the City property must be finalized and signed by all parties prior to issuance of any ZDP.
3. The applicant must secure necessary easements to finalize the location of and ensure all power and telecommunication lines are run underground.
4. Coordinate with staff to modify the tower design to better harmonize with the existing WAC building.

STAFF RECOMMENDATION

That the City Council move to:

Approve Ordinance 1444, Series 2023, based on the findings contained in the staff report and as presented at public hearings, an ordinance granting a special use permit with a site plan review for the purpose of Verizon to construct and utilize a concealed antenna communication facility in the Public/Semi-Public Lands (P/SPL) zone.

ATTACHMENTS

- A. Ordinance No. 1444, Series 2023
- B. Planning Commission March 9th, 2023 Minutes
- C. Applicant Application
- D. City Review Red-line Comments
- E. Applicant Response Packet

CITY OF WOODLAND PARK ORDINANCE NO. 1444, SERIES 2023

AN ORDINANCE GRANTING A SPECIAL USE PERMIT WITH A SITE PLAN REVIEW FOR THE PURPOSE OF VERIZON TO CONSTRUCT AND UTILIZE A CONCEALED ANTENNA COMMUNICATION FACILITY IN THE PUBLIC/SEMI-PUBLIC LANDS (P/SPL) ZONE

WHEREAS, there is currently a lack of connectivity with Verizon service in the City of Woodland Park, which has a negative impact on public safety; and

WHEREAS, Verizon previously deployed a temporary cell on wheels within the City while they identified a more permanent solution; and

WHEREAS, the City of Woodland Park has received a request for a Special Use Permit with Site Plan Review for the purpose of constructing a 60-foot concealed antenna communication facility 111 N. Baldwin Street, L1, Woodland Aquatic Center within the Public/Semi-Public Lands (P/SPL) Zone District as a permanent solution; and

WHEREAS, an application to establish said special use has been accepted and considered pursuant to Municipal Code Chapter 18.61; and

WHEREAS, pursuant to Municipal Code Sections 18.61.020 and 18.72.060 and Charter Sections 7.6 and 15.7.b.1, a notice of the public hearings was published, a sign was posted, letters were mailed to adjacent property owners; and

WHEREAS, the Woodland Park Planning Commission considered the request on March 9, 2023 and recommended approval based on evidence contained in the staff report and presented at public hearing.

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

Section 1. Approval. The Special Use Permit for a concealed antenna facility is hereby approved subject to the following conditions:

1. An updated site plan, resolving all issues identified on the redlined plans must be approved by the City before any Zoning Development Permit (ZDP) will be issued.
2. An Agreement for use of the City property must be finalized and signed by all parties prior to issuance of any ZDP will be issued.
3. The applicant must secure necessary easements to finalize the location of and ensure all power and telecommunication lines are underground.
4. Coordinate with staff to modify the tower design to better harmonize with the existing WAC building.

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

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING
PUBLIC HEARING THIS 6th DAY OF APRIL, 2023.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq

WOODLAND PARK PLANNING COMMISSION
MEETING MINUTES for March 9, 2023
Council Chambers, 220 W South Avenue, Woodland Park

This meeting was a hybrid meeting with in-person and virtual attendance. The Zoom meeting link is in the calendar on the City website front page. Public input is very important to the Planning Commission. Comments were encouraged in writing in advance of the meeting to be submitted by mail to the Planning Department at PO Box 9007, Woodland Park, CO, 80866 or email to kschminke@city-woodlandpark.org.

1. CALL TO ORDER & ROLL:

Chair Ken Hartsfield called the meeting to order at 6:30 pm.

Absent	Chair Hartsfield
Present	Vice-Chair Lee Brown
Present	Commissioner Carrol Harvey
Present	Commissioner Kenneth Kennedy
Present	Commissioner Larry Larsen
Present	Commissioner Shawn Nielsen
Staff Present:	Planning Director Karen Schminke
	Senior Planner C.J. Gates
	Planner II David Burgess

2. PLEDGE OF ALLEGIANCE

3. APPROVE MINUTES: The February 9, 2023 minutes were approved unanimously.

4. PUBLIC HEARINGS

- A. SUP2022-02 Verizon Wireless Macro Facility:** A request by Verizon Wireless (Applicant) and the City of Woodland Park (Property Owner) to construct a 60'-0" concealed antenna facility at the front (west side) of the existing Woodland Aquatic Center, designed to complement the existing building architecture and conceal the VZW antennas, and equipment within at 111 N. Baldwin Street, L1, Woodland Aquatic Center, which is in the Public / Semi-Public Land (P/SPL) zone district. (QJ) **Rescheduled from February 9, 2023.**

Senior Planner Gates presented the staff report. The proposed 625 s.f. antenna tower is proposed to be constructed on the western part of the Woodland Aquatic Center (WAC), bordering Baldwin Street. He gave a history of the WAC and WAC subdivision. The current height of the WAC, achieved with a height variance through the Board of Adjustment, is 33.5'. This is a Special Use Permit process because the proposed height is 60.0'. The revised proposed site plan showed the City's request to house the fiber and electric service in the utility easements. The proposed tower will be 26.5' taller than the highest point on the existing building. Staff analysis showed where the proposal may or may not comply with municipal code. The proposal was referred out to internal and external agencies; no public comment was received for this proposed facility.

Mr. Gates noted that Staff recommends Planning Commission recommend to City Council approval of a Special Use Permit for 60'-0" concealed antenna facility at the front (west side) of the existing building architecture and conceal the VZW antennas and equipment within at 111 N. Baldwin Street, Lot 1, Woodland Aquatic Center in the Public/Semi-Public Lands (P/SPL) zone, subject four conditions.

Commissioners clarified with staff that the City-owned lot is 2.04 acres, that the Gold Hill microwave tower site does not have any more room, and that space is available on the proposed WAC site for another tower of a competing company. Director Schminke did not think there was room for another structure, instead perhaps there would be a co-location of equipment on the same tower.

Kelly Harrison, representing Verizon Wireless (VZW), of 1917 Lowell Blvd., Denver, CO 80204, gave the applicant's presentation. The proposal is for a 60' enclosed antenna structure at the Woodland Aquatic Center. The structure can accommodate a co-location with another provider, but a clock or signage below a certain point on the tower would interfere with the signal. VZW agrees with all the conditions except #2, and would like the lease agreement to be finalized separately from the issuance of any ZDPs due to timing. But Staff said that a ZDP can't be issued until the property owner gives permission, so the lease must be finalized first. The lease language has been finalized but has to be approved by the City Attorney.

Vice Chair Brown opened and closed the public comment period with no comments.

Commissioners discussed the WAC as a good location for this facility, especially since the proposed architecture was designed to match the WAC, that this will enhance cell service, and that it seems that the view change may only affect Aspen Townhomes.

MOTION: Commissioner Neilsen motioned and Commissioner Harvey seconded to recommend to City Council the approval of a Special Use Permit for a 60'-0" concealed antenna facility at the front (west side) of the existing Woodland Aquatic Center, designed to complement the existing building architecture and conceal the VZW antennas and equipment within, at 111 N. Baldwin Street, L1, Woodland Aquatic Center, which is in the Public / Semi-Public Land (P/SPL) zone district, subject to the following conditions:

1. An updated site plan, resolving all issues identified on the redlined plans must be approved by the City before any Zoning Development Permit (ZDP) will be issued.
2. An Agreement for use of the City property must be finalized and signed by all parties prior to issuance of any ZDP.
3. The applicant must secure necessary easements to finalize the location of and ensure all power and telecommunication lines are run underground.
4. Coordinate with staff to modify the tower design to better harmonize with the existing WAC building.

YES: Harvey, Kennedy Larsen, Nielsen, Brown

NO: None

Motion PASSES 5 - 0.

This case will go before City Council for a 1st Reading on March 16, 2023 and a Public Hearing on April 6, 2023.

- B. SUB2022-06 Stone Ridge Village Filing No. 5 Final Plat:** A request by Dana Duncan, Stone Ridge Village, LLC. (Property Owner) and Skip Howes (Applicant and Project Coordinator) to approve a major subdivision of 7.95 acres platted into 18 lots with easements and road rights-of-way in the Stone Ridge Village Planned Unit Development (PUD), situated west of the existing intersection of Firestone Drive and Stone Ridge Drive

located in the S1/2 of the NE1/4 of Section 14, Township 12 South, Range 69 West of the 6th P.M. in the City of Woodland Park, Teller County, Colorado. (QJ)

Commissioner Larsen made a statement, first apologizing to the applicant, owner, staff, Planning Commission, and members of the public for a decision of his that would affect the ability of this case to be heard tonight. He provided some background of his history with this property, informed the public of a memo he had written to the Planning Commission, and then due to these ex-parte contacts recused himself from the case with another apology.

Vice-Chair Brown noted that with Commissioner Larsen's recusal, the Planning Commission does not have a quorum to be able to take action on this case.

MOTION: Commissioner Harvey motioned and Commissioner Nielsen seconded to continue the consideration of agenda item 4.B. (Case SUB2022-06) to March 23, 2023 at 6:30 p.m., putting it before City Council for a Public Hearing on April 20, 2023.

YES: Kennedy, Nielsen, Brown, Harvey

NO: None

Motion PASSES 4 - 0.

5. **REPORTS:** Director Schminke followed up on the February 9, 2023, the Haven at Paradise. The Parks and Recreation Advisory Board (PRAB) discussed the case last evening, and their comments will be included in the City Council packet. In the 2019 Preliminary Plat process, the PRAB recommended a fire mitigation plan in the dense forest, and accepting park capital fees be used within the Top of Paradise, Paradise Estates, and Thunderbird Subdivisions for park or trail development. On February 28, 2023, the applicant submitted a letter stating that they would revert Lot 25 to the original Tract B, consistent with the Planning Commission recommendation and that would be private open space as originally planned. PRAB supports Tract B as originally planned, and requested consideration of future soft access points, opportunities, and providing for future trail connectivity. The owner expressed desire to work with the PRAB to do what's possible for the betterment of the community. PRAB's recommendations and Mr. James' letter will be passed on to City Council, which will hear the case on March 16, 2023 at 7:00 p.m.

City Council has asked for additional data (the number of owner-in reviewing the Short Term Rental (STR) ordinance process. They would like to know the number of STRs that are owner-occupied. They are hearing a first reading on extending the moratorium on March 16 2023.

6. **ADJOURN:** The meeting was adjourned at 7:15 p.m.

Approved this _____ day of _____, 2023 by

Ken Hartsfield, Chair

Planning Application Entry Form

Print Record



Go To Development Fees Receipt Form



Navigation buttons: Home, Previous, Next, First, Last, and a search icon.

ID

Permit Number 202212319

Project # EXT/Case # SUP2022-02

Public Hearing Required ☐

Date Received 12/8/2022

Date Routed 12/13/2022

Date Initial Permit Approved

*Date Permit Paid

Open Permit Comments

Large empty box for Open Permit Comments.

*NOTE: If Non-profit enter Date Approved in Date Permit Paid field for report

Project Type SUP

Project Type Number 23

Project Classification Cell Tower - 60' High

Non-Profit, Residential or Commercial Commercial

NOTE: Above Field required only for SINS and TUPs

Project Name Verizon Wireless Macro Facili

Site Address Number 111

Site Address Name N. Baldwin Street

Lot Number 1

Block Number

Subdivision Woodland Aquatic Ce

Filing #

Applicant Business Name Verizon Wireless

App First Name Kelly

App Last Name Harrison

App Phone Number 303-748-0599

PO Box

Mailing Address Street # 10000

Mailing Address Street Name Park Meadows Drive,

City Lone Tree

State CO

Zip Code 80124

Owner First Name City of Woodland Par

Owner Last Name

Zone Class P/SPL

Applicant Project Value \$0.00

Date CO Requested

Temp CO Auth Approved

Date Temp CO Expires

UTILITIES SECTION

Tap Allocation Date

Allocation Exp Date

Water Tap #

Sewer Tap #

Tap Paid Date

Tap Exp Date

Taps Refunded ☐

Inside/Outside User

Meter Installed ☐

Filed in Area

Plans Director Office

8350 East Crescent Parkway
Suite 200
Greenwood Village, CO 80111

Laura Alms, Esq.
Regional Network Counsel
laura.alm@verizon wireless.com
(303) 501-5496

December 7, 2022

Via Email to kschminke@city-woodlandpark.org

City of Woodland Park
Karen L. Schminke, AICP, Planning Director
220 West South Avenue
Woodland Park, CO 80866

Dear Ms. Schminke:

Verizon Wireless considers the City of Woodland Park ("City") a valued partner in its efforts to provide improved wireless services to Woodland Park and to submit applications for wireless facilities. Verizon Wireless is willing to work with the City and engage in all stages of the application discussions to ensure that the City and Verizon Wireless are aligned and that the application process will be streamlined because of needed Code revisions.

Attached please find materials related to the Special Use Permit application to install a 60' foot concealed macro wireless facility ("Wireless Facility") at the Woodland Park Aquatic Center (known as CSP Kelly). As we previously expressed in our letter dated October 27, 2022, Verizon's position is the CSP Kelly application is subject to administrative review.

However, as currently drafted, the City's Code does not identify which type of permit a wireless provider is required to obtain for wireless facilities for each zone district (e.g. administrative review in mixed use zones, Special Use Permit in all zone districts for facilities exceeding fifty feet in height, etc.). Thus, Verizon's submission of this application for a Special Use Permit is at the sole discretion of the City to determine which permit is required rather than following the Code or federal or state law. Verizon expressly, fully, and completely reserves and does not waive its rights and remedies pursuant to the Code and all relevant federal and state law.

We look forward to continuing to work collaboratively with the City on wireless projects, which will significantly improve wireless telecommunication coverage and/or capacity in Woodland Park.

Sincerely,

/s/ Laura Alms

Laura Alms

verizon[✓]

55717539.2



2022 GENERAL APPLICATION

(Revised 1/1/2022)

Project # 202212319
Case # SUP2022-02
Fee(s): See City of Woodland Park
Fees Sheet (Plus publication/recording
fees, as applicable)

Type of Application (Check one or more as applicable)

- | | | |
|---|---|---|
| ☐ Site Plan Review Permitted Use | ☒ Special Use Permit | ☐ Preliminary Plat |
| ☐ Site Plan Review Conditional Use | ☐ Planned Unit Development (PUD) | ☐ Exemption Plat |
| ☐ Conditional Use Permit | ☐ PUD Amendment | ☐ Final Plat |
| ☐ Zoning Change | ☐ Appeal | ☐ Townhouse Plat |
| ☐ Extension of Development | ☐ Variance | ☐ Condominium Plat |

1. Applicant Information

- a. Applicant Name Verizon Wireless (rep. Kelly Harrison, Kappa Consulting)
- b. Project Coordinator ☒ Property Owner ☐
- c. Mailing Address VZW: 10000 Park Meadows Dr, Suite 300, Lone Tree CO 80124
- d. E-mail Address kharrison@ymail.com
- e. Phone Numbers Home 303-748-0599 Work 303-748-0599 Mobile 303-748-0599

2. Property Owner Information (if different from above)

- a. Name City of Woodland Park Project Contact? Yes ☒ No ☐
- b. Mailing Address BOX 9007, WOODLAND PARK, CO 80866
- c. E-mail Address mlawson@city-woodlandpark.org
- d. Phone Numbers Home --- Work 719-687-9246 Mobile 719-424-2742

3. Site Information

- a. Site Address 111 North Baldwin Street, Woodland Park, CO 80863
- b. Lot 1 Block --- Subdivision WOODLAND AQUATIC CENTER
- c. Property Zoning P/SPL Lot Size 2.1 Acres ☒ Square Feet ☐

4. Is the property subject to covenants? Yes ☐ No ☒ If yes, then submit copy of covenants and current contact for HOA. It is the responsibility of the landowner to submit HOA approval with this application.

5. Project Information

- a. Project Name CSP Kelly
- b. Brief Description of Project/Request Verizon Wireless proposes to construct a 60'-0" concealed antenna facility at the front of the existing Woodland Park Aquatic Center. The structure will be designed to complement the existing building architecture and will conceal VZW antennas and equipment within.

Project Narrative (On a separate sheet provide additional project details and how the proposal complies with the applicable code requirements, which can be found in Section 8 of this application.)

6. Submittal Requirements

The following items must be included at time of submittal (in addition to items on the submittal checklists) or the application will not be processed (additional copies may be requested).

Type of Application	24" x 36" Plan Set	11" x 17" Plan Set	Adobe Acrobat Portable Document Format (.pdf) electronic Plan Set on a flash drive	Warranty Deed or Title Policy	List of adjoining property owners within 150'	Copies of reports (narrative, traffic study, drainage, etc.)
All Types	1	1	1	1	1	1

7. Applicable Code Sections

The following are the applicable code sections by type of application and are for assisting applicants in completing the required project narrative. The City of Woodland Park's Municipal Code can be found at www.city-woodlandpark.org/Charter&Code. Subdivision requirements are in Title 17 and Zoning is in Title 18 of the Municipal Code.

Type of Application	Applicable Code Sections
Site Plan Review Permitted Use	Chapters 18.34, 18.33 and 18.39
Site Plan Review Conditional Use	Chapters 18.34, 18.57, 18.33 and 18.39
Conditional Use Permit	Chapter 18.57 plus applicable site plan regulations
Zoning Change	There are no specific standards, but the applicant should provide supporting argument for a zoning change, including how it complies with the Comprehensive Plan
Special Use Permit	Chapter 18.61 plus applicable site plan regulations
Planned Unit Development	Chapters 18.30, 18.33, 18.39, Sections 17.20.070, and 17.20.080
Appeal	Chapter 18.54
Variance	Chapter 18.60
Preliminary Plat	Chapter 17.20 plus applicable subdivision sections
Exemption Plat	Section 17.52.030 plus applicable subdivision sections
Final Plat	Chapter 17.24 plus applicable subdivision sections
Townhouse Plat	Chapter 17.32 plus applicable subdivision sections
Condominium Plat	Chapter 17.32 plus applicable subdivision sections

8. Certification of Ownership

I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.



Owner _____ Date _____



Owner _____ Date _____

9. Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

I certify that I understand that the proposed development is in accordance with all provisions of the City of Woodland Park's Municipal Code and other applicable regulations.



Kelly Harrison _____ 12/2/22
Applicant _____ Date _____

Site Plan Review – Applicable Code Sections – Chapters 18.34, 18.33 and 18.39

18.34.070 - Standards for Site Plan Review

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

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

C. The proposed development shall be designed, constructed, and maintained to accommodate the traffic generated and not unduly increase congestion or traffic on the site and in the vicinity of the site. **The proposed facility is unmanned and no appreciable impact to traffic is anticipated. After completion of construction, the site is will be visited on average by one vehicle per month for routine maintenance.**

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

E. The proposed development shall be designed, constructed, and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods, and surface water drainage. **The proposed Verizon Wireless facility does not require or involve any water supply, wastewater disposal, solid waste disposal, air quality protection methods, or surface water drainage.**

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

G. The proposed development shall be designed, constructed and maintained to not unduly diminish or impair but to become compatible with the use and enjoyment of vicinity property. To such end the development may be required to provide architectural design schemes and fixtures such as, but not limited to, fencing, landscaping, and buffer areas. (Ord. No. 966-2003, § 2, 4-3-2003). **Verizon Wireless proposes to construct a fully concealed antenna facility designed, constructed, and maintained to be compatible with the use and enjoyment of the property.**

Chapter 18.33 - USE REGULATIONS-PERFORMANCE STANDARDS

18.33.010 - Conformance required.

18.33.020 - Fire hazard.

Uses shall not include any activity involving the use or storage of flammable or explosive material unless protected by adequate fire-fighting and fire suppression equipment and by such safety devices as are normally used in the handling of any such material. **Verizon Wireless shall comply with this provision.**

18.33.030 - Reserved.

18.33.040 - Smoke.

No emission shall be permitted at any point from any chimney or otherwise of visible grey smoke of a shade equal to or darker than No. 2 on the Power's MicroRinglemann Chart published by the McGraw-Hill Publishing Company, Inc., and copyright 1954 (being a direct facsimile reduction of a standard Ringlemann Chart as issued by the United States Bureau of Mines) except that visible grey smoke of a shade equal to No. 3 on the chart may be emitted to four minutes in any thirty-minute period of time. **No chimneys or smoke will be associated with the proposed facility.**

18.33.050 - Odor.

No emission shall be permitted of odorous gases or other odorous matter in such quantities as to be readily detectable when diluted in the ratio of one volume of odorous air to four volumes of clean air, at the lot line. There is hereby established as a guide in determining such quantities of offensive odors, Table III, "Odor Thresholds," in Chapter 5, "Air Pollution Abatement Manual," copyright 1951 by Manufacturing Chemists' Association, Inc., Washington D.C. **No odorous gases or other odorous matter will be associated with the proposed facility.**

18.33.060 - Particulate emissions.

No emission shall be permitted which can cause any damage to health, animals, vegetation, or other forms of property, or which can cause any excessive soiling at any point at or beyond the property line. No emissions shall be permitted in excess of the standards specified in Table I, Chapter 5, "Industrial Hygiene Standards, Maximum Allowable Concentrations," of the "Air Pollution Abatement Manual," copyright 1951 by the Manufacturing Chemists Association, Inc., Washington, D.C. In no event shall any emission, from any chimney or otherwise, of any solid or liquid particles in concentrations, exceed 0.3 grains per cubic foot of the conveying gas at any point. For measurement of the amount of particles in gases resulting from combustion, standard corrections shall be applied to a stack temperature of five hundred degrees Fahrenheit and fifty percent excess air. **No particulate emissions will be associated with the proposed facility.**

18.33.070 - Vibration.

Uses shall not include vibration which is discernible without instruments on any adjoining lot or property. **Verizon Wireless shall comply with this provision.**

18.33.080 - Glare.

Uses shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway. **Verizon Wireless shall comply with this provision.**

18.33.090 - Traffic hazard.

Uses shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion. **The proposed facility is unmanned and no appreciable impact to traffic is anticipated. After completion of construction, the site is will be visited on average by one vehicle per month for routine maintenance.**

18.33.100 - Public utility and facility use.

Uses shall not involve any activity substantially increasing the burden on any public utilities or facilities, unless provision is made for any necessary adjustments. **The proposed facility will not involve any activity substantially increasing the burden on any public utilities or facilities.**

18.33.110 - Character of neighborhood.

Uses shall not involve any activity not in character with the majority of the uses in the neighborhood unless by design, setback, nature of operation, and other devices the character of the neighborhood will be maintained. **Verizon Wireless proposes to construct a fully concealed antenna facility designed, constructed, and maintained to be compatible with the use and enjoyment of the property. The structure will be designed to complement the existing building architecture and will conceal VZW antennas and equipment within.**

18.33.120 - Community welfare.

Uses shall not involve any activity which adversely affects the general welfare of the community. **The service provided by the proposed Verizon Wireless communication facility will have a direct public benefit to the City and its residents, businesses and E911 services. The proposed facility will become part of Verizon Wireless's overall telecommunication network, providing service to the City of Woodland Park and greater Teller County.**

Chapter 18.39 - OFF-STREET PARKING AND LOADING

Chapter 18.39 is Not Applicable – no Off-Street Parking or Loading is associated with the proposal.

Special Use Permit – 18.61.040 Standards

The following shall apply to all uses requiring the approval of a special use permit:

A. The proposed development and use shall have a demonstrated direct public benefit to the city. **The service provided by the proposed Verizon Wireless communication facility will have a direct public benefit to the City and its residents, businesses and E911 services. The proposed facility will become part of Verizon Wireless's overall telecommunication network, providing service to the City of Woodland Park and greater Teller County.**

B. The proposed development and use shall not materially endanger the public health and welfare. **The proposed facility will benefit the public by providing enhanced Verizon Wireless service to the City and its residents, businesses and E911 services. Please see July 28, 2022, Teller County Letter, included in submittal, addressing specific Teller County concerns related to public health and welfare.**

C. The proposed development and use shall not substantially injure the value of vicinity properties. **The proposed facility will benefit vicinity properties by providing enhanced Verizon Wireless service to the City and its residents, businesses and E911 services.**

Having quality access to wireless broadband is no longer a luxury, it is a necessity. 70.7% of adults and 82.7% of children live in wireless-only homes. (CDC's 2021 Wireless Substitution: Early Release of Estimates from the National Health Interview Survey, January-June 2022).

Homebuyers today consider wireless coverage as one of the items on their home buying checklist. Real Estate agents across the country are saying excellent cell phone service is something homebuyers find important.

Today's wireless facilities are designed to blend into the landscape to the degree feasible and no evidence of impacts on property values have been seen. The proposed Verizon Wireless facility has been designed to complement the existing building architecture and will conceal VZW antennas and equipment within.

D. The proposed development and use shall be in harmony with the area in which it is to be located. **Verizon Wireless proposes to construct a fully concealed antenna facility designed, constructed, and maintained to be compatible with the use and enjoyment of the property. The structure will be designed to complement the existing building architecture and will conceal VZW antennas and equipment within.**

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

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

G. The proposed development and use shall be designed, constructed, and maintained to accommodate the on-site and off-site traffic generated. **The proposed facility is unmanned and no appreciable impact to**

traffic is anticipated. After completion of construction, the site is will be visited on average by one vehicle per month for routine maintenance.

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

I. The proposed development and use shall be designed, constructed, and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods, and surface water drainage. **The proposed Verizon Wireless facility does not require or involve any water supply, wastewater disposal, solid waste disposal, air quality protection methods, or surface water drainage.**

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

K. The development and use may be required to provide architectural design schemes and may also require amenities such as, but not limited to, fencing, landscaping, and buffer areas. (Ord. 519-1990 § 2(part), 1991). **Noted.**



(719) 689-2988 www.co.teller.co.us Fax (719) 686-7900

July 28, 2022

Via email to Marissa.Murray@verizonwireless.com

Verizon Business Group
Ms. Marissa Murray
10000 Park Meadows Dr.
Lone Tree, CO 80124

Re: Public safety concerns with Verizon connectivity issues in Teller County

Dear Ms. Murray:

The Teller County Office of Emergency Management and Board of County Commissioners request immediate attention from Verizon concerning a public emergency instigated by Verizon service connectivity deficiencies in our region. The County has received numerous complaints from residents, businesses, and first responder agencies that the unreliability of the Verizon service is negatively impacting public safety and commerce in the County. Ambulance providers, fire departments and law enforcement agencies are not able to utilize life-saving applications and messaging for emergency services. For example, 911 calls are not connecting and calls to first responder dispatch centers are routinely dropped. In addition, residents are experiencing significant gaps in Verizon service in areas that previously did not experience connectivity lapses. Businesses that rely on phone and tablet applications for service and payments are seriously impacted by Verizon's connectivity problems.

Our County administration and elected officials have previously reached out to Verizon with no solutions in sight. Our local media and newspapers are now covering the crisis and the impending emergency event.

We have communicated our serious concerns about this crisis situation to our representative with the Colorado State Emergency Management and Homeland Security Office. We request an immediate response and solutions from Verizon. We look forward to your prompt and meaningful response.

Jay Teague, Director
Teller County Office of Emergency Management
(719) 357-2468
OEM@co.teller.co.us

Dan Williams, Chairman
Teller County
Board of Commissioners
williamsd@co.teller.co.us

SPECIAL WARRANTY DEED

WOODLAND PARK SCHOOL DISTRICT RE-2, a political subdivision of the State of Colorado, which has a street address of P.O. Box 99, Woodland Park, CO 80866, County of Teller and State of Colorado ("Grantor") for and in consideration of TEN and No/100 Dollars, in hand paid, the receipt and sufficiency of which is hereby acknowledged by the Grantor, hereby sells and conveys unto **THE CITY OF WOODLAND PARK**, a Colorado home rule municipality, which has a street address of 220 W. South Avenue, Woodland Park, CO 80863, County of Teller and State of Colorado (the "Grantee"), the following real property in the County of Teller and State of Colorado described in EXHIBIT A, attached hereto and incorporated herein by this reference (the "Property").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained and described Property, with the appurtenances, unto the Grantee and the Grantee's successors and assigns forever, including all right, title, and interest in all minerals, mineral rights, and substances of every kind and nature on, in, or under all or any portion of the Property; and all decreed and undecreed water rights and all rights under Colorado law to surface water and groundwater and groundwater on, under and appurtenant to or associated with the Property, whether tributary, nontributary, and all rights of the overlaying landowner to all groundwater beneath the Property. The Grantor, for the Grantor and Grantor's successors and assigns, does covenant and agree that the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the successors and assigns of Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

Executed and delivered this 30th day of March, 2016.

WOODLAND PARK SCHOOL DISTRICT RE-2,
a political subdivision of the State of Colorado

By: Carol Greenstreet
Name: Carol Greenstreet
Title: President

ATTEST:

By: Beth Huber
Name: BETH HUBER
Title: SECRETARY

Return to:

NORTON & SMITH, P.C.

Attorneys at Law
1331 17th Street, Suite 500
Denver, Colorado 80202-1555

Page 1 of 2



F0535286

STATE OF COLORADO)
) ss.
COUNTY OF TELLER)

The foregoing instrument was acknowledged before me this 30th day of March,
2016, by Carol Greenstreet as president of and by Beth
Huber as Secretary WOODLAND PARK SCHOOL DISTRICT
RE-2, a political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires 01/28/2020.

Barbara Owings
Notary Public

SEAL



EXHIBIT A

LEGAL DESCRIPTION – AQUATIC CENTER PROPERTY:

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 207255 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6TH P.M., TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER SAID RECEPTION NO. 207255, AS MONUMENTED BY A REBAR AND RED CAP STAMPED "PLSC 25968", FROM WHICH THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEARS S02°44'22"E (S02°42'00"E PER THE RECORDED DEED), A DISTANCE OF 1435.14 FEET (OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S02°44'22"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, A DISTANCE OF 314.16 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE N86°30'58"E, A DISTANCE OF 341.40 FEET;

THENCE N03°11'49"W, A DISTANCE OF 13.10 FEET;

THENCE N84°51'58"E, A DISTANCE OF 58.53 FEET;

THENCE S05°36'31"E, A DISTANCE OF 159.20 FEET;

THENCE S25°50'05"E, A DISTANCE OF 64.67 FEET;

THENCE S80°52'22"W, A DISTANCE OF 203.20 FEET;

THENCE S82°40'57"W, A DISTANCE OF 27.43 FEET;

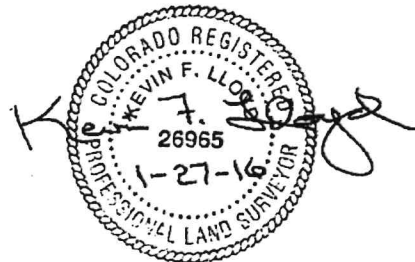
THENCE S86°07'35"W, A DISTANCE OF 98.23 FEET;

THENCE S85°21'08"W, A DISTANCE OF 105.65 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER SAID RECEPTION NO. 207255, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BALDWIN STREET;

THENCE N02°44'22"W ALONG THAT LINE COMMON TO SAID TRACT OF LAND AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 228.76 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2.10 ACRES OF LAND, MORE OR LESS.

PREPARED BY:
KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965
FOR AND ON BEHALF OF RAMPART SURVEYS, INC.
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920

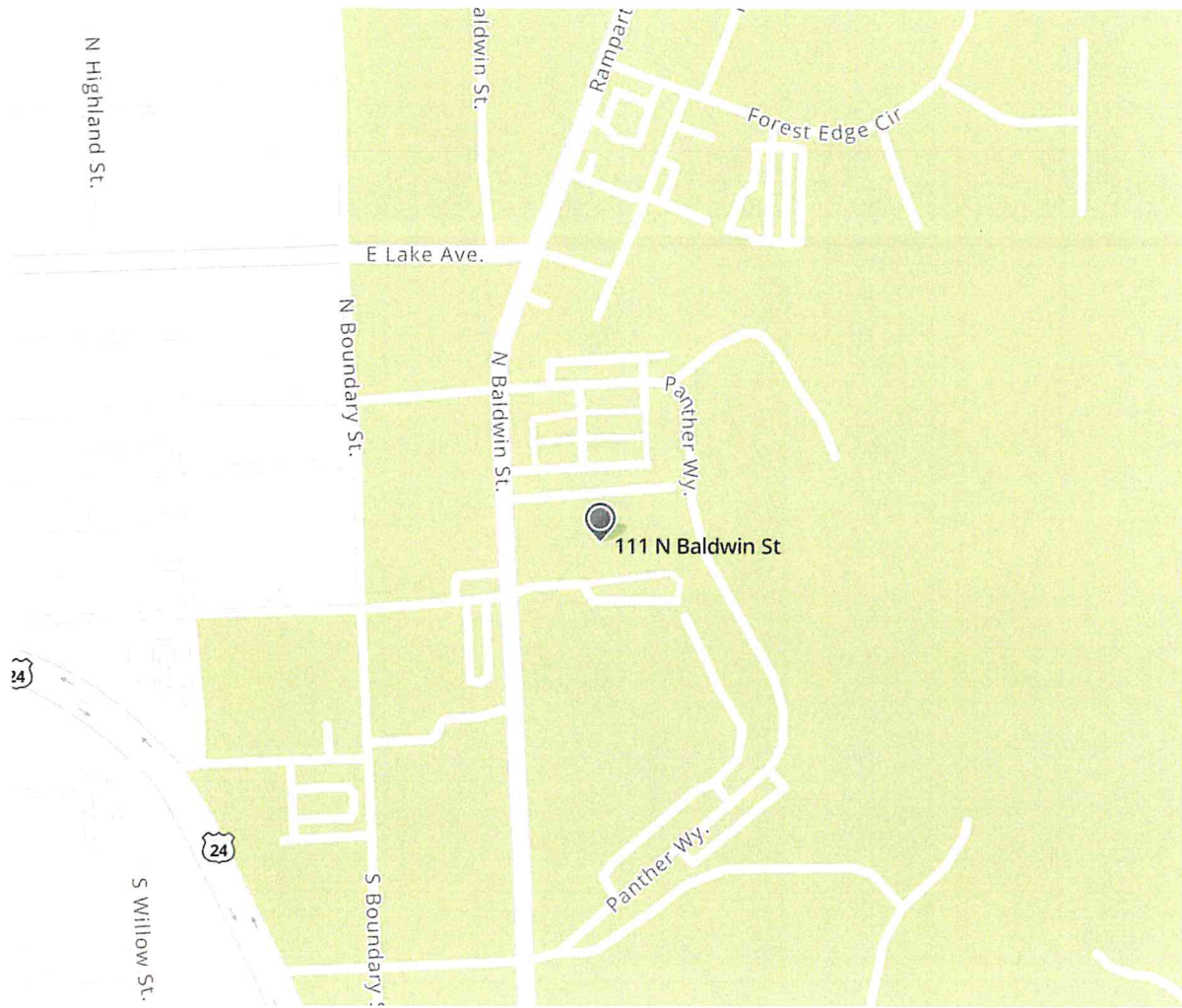




R0056166

Show search results for R0056...

Vicinity Map





CSP KELLY NSB
STEALTH TOWER
ZONING DRAWINGS

SITE ADDRESS

ADDRESS TBD
WOODLAND PARK, CO 80863

SITE COORDINATES

LATITUDE: 38.9951316
LONGITUDE: -105.0470133

PROJECT TEAM



KIMLEY HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER ST, SUITE 1500
DENVER, CO 80237
ATTN: MATT FLECK - (720) 647-6159



VERIZON WIRELESS
10000 PARK MEADOWS DRIVE, SUITE 200
LONE TREE, CO 80124

RF ENGINEER:
JOSEPH DAVIS
JOSEPH.DAVIS@VERIZONWIRELESS.COM

CONSTRUCTION:
ANDREW COLE
CONSTRUCTION ENGINEER
ANDREW.COLE@VERIZONWIRELESS.COM

VZW REAL ESTATE:
MAUREEN LOPEZ
MAUREEN.LOPEZ@VERIZONWIRELESS.COM

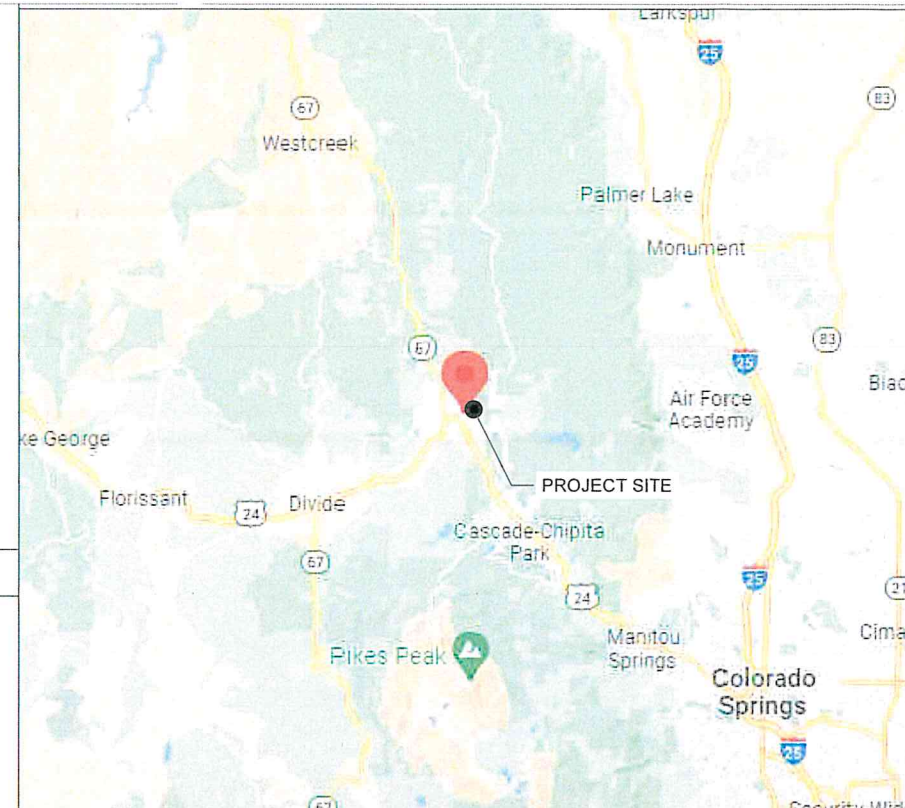
SITE ACQUISITION:
KELLY HARRISON
KAPPA CONSULTING
KHARRISON@YMAIL.COM

PROJECT INFORMATION

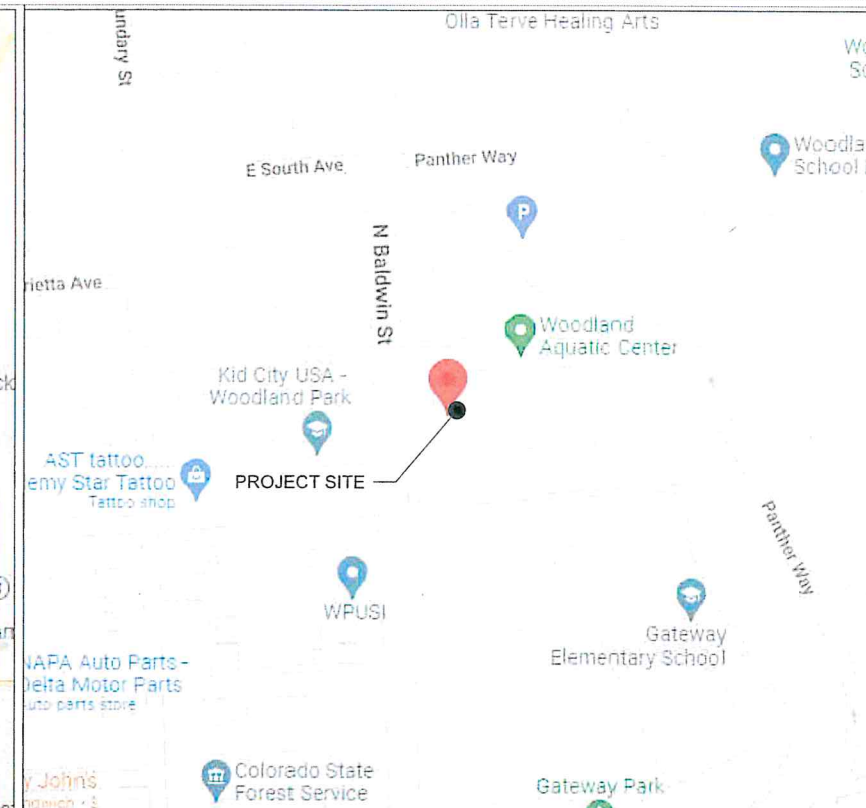
JURISDICTION: CITY OF WOODLAND PARK & (PPRBD) PIKES
PEAK REGIONAL BUILDING DEPARTMENT
ZONING: PUBLIC/ SEMI-PUBLIC LAND P/SPL
PARCEL NUMBER: APN: R0056166
ELEVATION: (NAVD 88) ± 8462.0'
STRUCTURE TYPE: STEALTH TOWER
STRUCTURE HEIGHT: 60'-0"
ANTENNA RAD CENTER: 55'-3" & 53'-3"
APPLICANT: VERIZON WIRELESS
ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.
ENGINEERING CONTACT: MATT FLECK
4582 SOUTH ULSTER ST, SUITE 1500
DENVER, CO 80237
(720) 647-6159

CODE ANALYSIS

BUILDING CODE: IBC 2015
ELECTRICAL CODE: NEC 2020
FIRE SAFETY CODE: IFC 2015
USE GROUP: U-UTILITY
CONSTRUCTION TYPE: IIB



REGIONAL MAP



VICINITY MAP

SHEET INDEX

NAME	DESCRIPTION
T-1	TITLE SHEET
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	COMPOUND AND ANTENNA PLAN
Z-4	ELEVATION
Z-5	ANTENNA SPEC SHEETS
Z-6	ANTENNA SPEC SHEETS
Z-7	ANTENNA/RADIO SPEC SHEETS
Z-8	ANTENNA SCHEDULE

PROJECT SUMMARY

THIS PROJECT CONSISTS OF THE INSTALLATION OF:

- INSTALL (1) NEW STEALTH TOWER, ANTENNA MOUNTS, AND FOUNDATION
- INSTALL (3) NHHS4-65B-R3B ANTENNAS
- INSTALL (3) NHHS-65B-R2BT4 ANTENNAS
- INSTALL (3) AIR 6449 ANTENNAS
- INSTALL (3) 4449 RRH, (3) 4408 RRH, & (3) 8843 RRH
- INSTALL (2) 4520 OVP'S & (2) 6627 OVP'S
- INSTALL (3) NEW EQUIPMENT CABINETS ASSOCIATED EQUIPMENT
- RUN NEW FIBER, ELECTRIC CABLES, AND OTHER ASSOCIATED UTILITIES TO THE PROJECT SITE AND PROPOSED POLE LOCATION

REFERENCED DOCUMENTS:
RFDS: 10/04/2022 EME: TBD MACRO CALC: TBD
VERIFY THE MOST CURRENT DOCUMENTS PRIOR TO CONSTRUCTION

DRIVING DIRECTIONS

- START FROM 10000 PARK MEADOWS DRIVE LONE TREE, CO 80124
- DEPART AND HEAD EAST ON PARK MEADOWS DR
- ROAD NAME CHANGES TO E LINCOLN AVE
- TURN LEFT ONTO E LINCOLN AVE
- TAKE THE RAMP ON THE RIGHT FOR I-25 SOUTH AND HEAD TOWARD COLO SPGS
- AT EXIT 141, HEAD ON THE RAMP RIGHT AND FOLLOW SIGNS FOR US-24 WEST
- TURN RIGHT ONTO US-24 W / W US HIGHWAY 24
- TURN RIGHT ONTO PIKES PEAK AVE
- TURN LEFT ONTO S BALDWIN ST AND THE SITE WILL BE LOCATED AT 111 N BALDWIN ST. (WOODLAND AQUATIC CENTER)

THE FOLLOWING CERTIFICATIONS SHALL BE SHOWN AND EXECUTED ON SITE PLANS THROUGH THE PUBLIC HEARING PROCESS:

(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNERS OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

DATE _____ OWNER(S) _____

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS SITE PLAN WAS APPROVED, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN, CITY OF WOODLAND PARK, PLANNING DEPARTMENT, BY THE CITY OF WOODLAND PARK PLANNING COMMISSION ON _____, 20____, AFTER A PROPERLY CONDUCTED PUBLIC HEARING BY THE CITY COUNCIL HELD ON _____, 20____.

DATE _____ CITY PLANNER
CITY OF WOODLAND PARK



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:



4582 S ULSTER ST, #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION BY

C 12/05/22	CSP KELLY NSB ZDs	JCH
B 10/24/22	CSP KELLY NSB ZDs	BAB
A 09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: _____ CHECKED BY: _____

BAB

MFF

196015042

ENGINEER SEAL



PROJECT INFORMATION

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

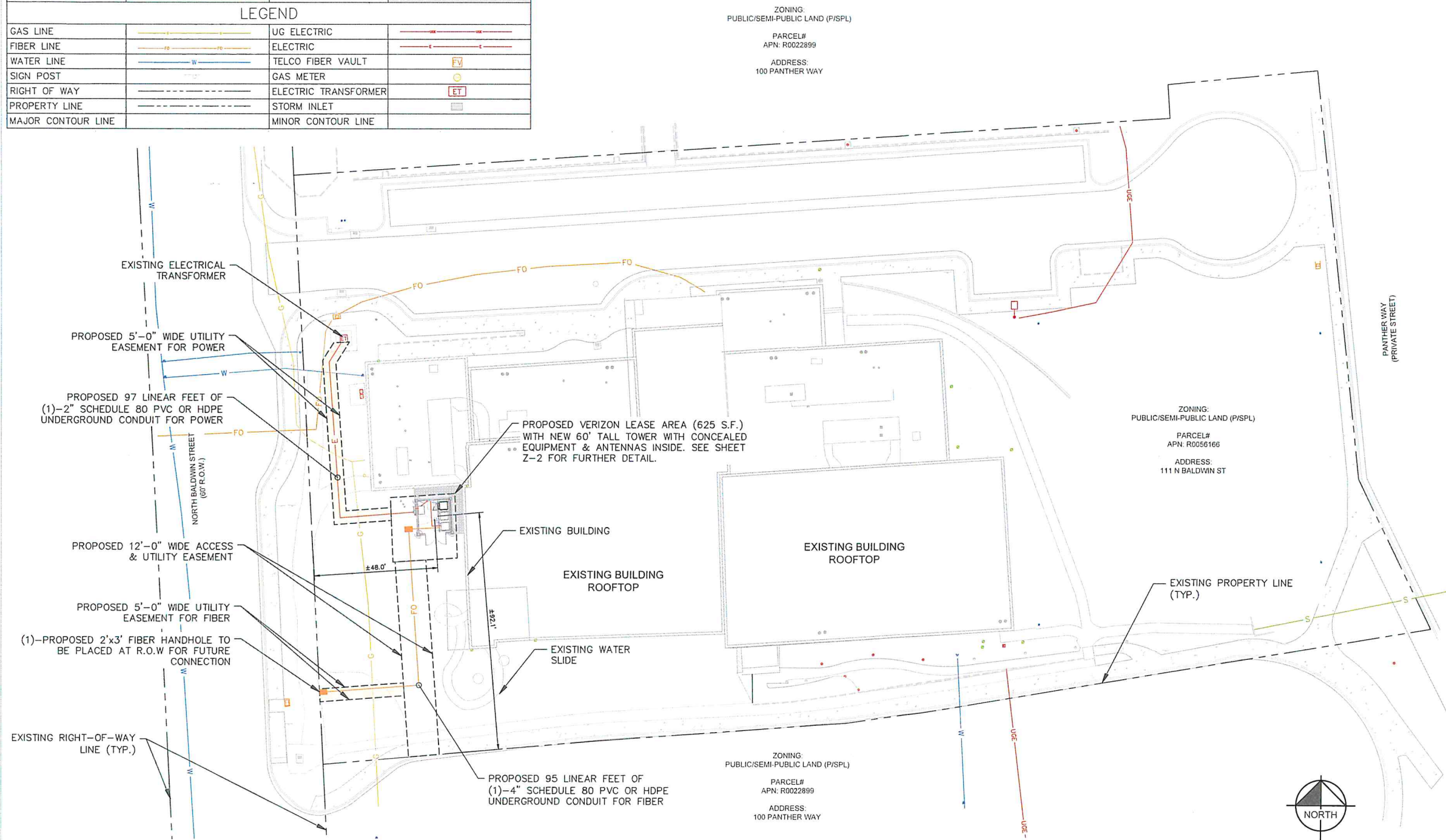
SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

COLOR STANDARDS			
GRAY #1 (E) EASEMENT		ORANGE FIBER	
PURPLE (P) LEASE AREA		TAN ANTENNAS	
BLUE GRAY ACCESS/UTILITY		RED PENETRATIONS	
BLUE #1 HYBRID CABLES/COAX		UMBER (P) UTILITY EASEMENT	
BLUE #2 RRHs		GRAY #2 WALL HATCH	
GREEN DC POWER		GRAY #3 EXISTING	
LEGEND			
GAS LINE		UG ELECTRIC	
FIBER LINE		ELECTRIC	
WATER LINE		TELCO FIBER VAULT	
SIGN POST		GAS METER	
RIGHT OF WAY		ELECTRIC TRANSFORMER	
PROPERTY LINE		STORM INLET	
MAJOR CONTOUR LINE		MINOR CONTOUR LINE	





10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV	DATE	DESCRIPTION	BY
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: _____ CHECKED BY: _____

BAB	MFF
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KHA PROJECT NUMBER: 196015042

ENGINEER SEAL: _____

FOR REVIEW

PROJECT INFORMATION:

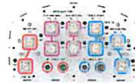
CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE: SITE PLAN

SHEET NUMBER: Z-1

NHHSS-65B-R2BT4



10-port sector antenna, 2x 698–896, 4x 1695–2200 and 4x 3100–4200 MHz, 65° HPBW, 2x RETs and 2x SBTs. Both high bands share the same electrical tilt.

- Perfect antenna to add 3.5GHz CBRS to macro sites
- Low band and mid band performance mirrors the performance of existing NHH hex port antennas
- Isolated dipole technology providing for attractive, low wind load mechanical package
- Internal SBT on low and high band allow remote RET control from the radio over the RF jumper cable
- One LB RET and one HB RET. Both high bands are controlled by one RET to ensure same tilt level for 4x SBTs

General Specifications

Antenna Type	Sector
Band	Multiband
Color	Light gray
Grounding Type	RF connector inner conductor and body grounded to reflector and mounting bracket
Performance Note	Outdoor usage
Radome Material	Fiberglass, UV resistant
Radiator Material	Low loss circuit board
Reflector Material	Aluminum
RF Connector Interface	4.3-10 Female
RF Connector Location	Bottom
RF Connector Quantity, high band	4
RF Connector Quantity, mid band	4
RF Connector Quantity, low band	2
RF Connector Quantity, total	10

Remote Electrical Tilt (RET) Information

RET Hardware	ControlRET v2
RET Interface	4x 8 pin connector as per IEC 60130-9 Daisy chain w/ Male / Daisy chain out. Female Pin3, RS485(A/BSG, B), Pin5, RS485(B/ASG, A), Pin6, DG 10-30V, Pin7, DC, Return

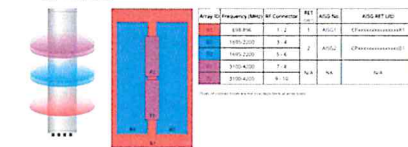
NHHSS-65B-R2BT4

RET Interface, quantity	2 female 2 male
Input Voltage	10–30 Vdc
Internal RET	High band (1) Low band (1)
Power Consumption, active state, maximum	10 W
Power Consumption, idle state, maximum	2 W
Protocol	SGPP/ASG 2.0 (Single RET)

Dimensions

Width	301 mm 11.85 in
Depth	181 mm 7.126 in
Length	1828 mm 71.969 in
Net Weight, without mounting kit	23.1 kg 50.927 lb

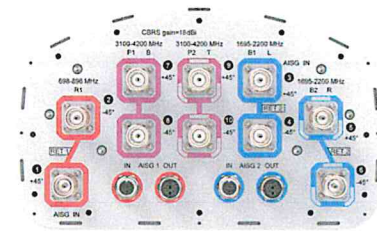
Array Layout



Port Configuration

Port	Frequency Band	HP	ASG No.	ASG RET Use
1	698-896	1-2	ASG1	(Common to all)
2	1695-2200	3-4	ASG2	(Common to all)
3	3100-4200	5-6	ASG3	(Common to all)
4	3100-4200	7-8	ASG4	(Common to all)

NHHSS-65B-R2BT4



Electrical Specifications

Impedance	50 ohm
Operating Frequency Band	1695 – 2200 MHz 3100 – 4200 MHz 698 – 896 MHz
Polarization	±45°
Total Input Power, maximum	1,000 W @ 50 °C

Electrical Specifications

Frequency Band, MHz	698–896	806–896	1695–1880	1850–1990	1920–2200	3100–3550	3550–3700	3700–4200
Gain, dBi	14.6	15.2	17.4	17.6	18	17.7	17.3	17.9
Beamwidth, Horizontal, degrees	65	62	66	61	64	64	64	60
Beamwidth, Vertical, degrees	13	11.6	5.5	5.2	4.9	5.7	5.3	4.9
Beam Tilt, degrees	0–14	0–14	0–7	0–7	0–7	4	4	4
USLS (First Lobe), dB	15	15	16	16	18	16	17	18
Front-to-Back Ratio at 180°, dB	26	29	31	28	27	30	33	29
Isolation, Cross Polarization, dB	25	25	25	25	25	25	25	25
Isolation, Inter-band, dB	25	25	25	25	25	28	28	28
VSWR Return loss, dB	1.5:1/40	1.5:1/40	1.5:1/40	1.5:1/40	1.5:1/40	1.5:1/40	1.5:1/40	1.5:1/40
PHM, 3rd Order, 2 x 20 W, dBc	-153	-153	-153	-153	-153	-140	-140	-140

NHHSS-65B-R2BT4

Input Power per Port at 50°C, maximum, watts	300	300	200	300	300	100	100	100
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Electrical Specifications, BASTA

Frequency Band, MHz	698–896	806–896	1695–1880	1850–1990	1920–2200	3100–3550	3550–3700	3700–4200
Gain by all Beam Tilts, average, dBi	14.6	14.8	17	17.5	17.7	17.3	17	17.2
Gain by all Beam Tilts Tolerance, dB	±0.4	±0.4	±0.6	±0.3	±0.4	±0.6	±0.7	±0.6
Gain by Beam Tilt, average, dBi	0°:14.6 7°:14.8 14°:14.6	0°:15.0 7°:14.9 14°:14.5	0°:16.9 7°:17.0 14°:16.8	0°:17.4 7°:17.5 14°:17.4	0°:17.6 7°:17.8 14°:17.6	0°:17.7 7°:17.8 14°:17.6	0°:17.3 7°:17.4 14°:17.6	0°:17.0 7°:17.1 14°:17.0
Beamwidth, Horizontal Tolerance, degrees	±1.7	±1.3	±1.2	±3.1	±6.2	±10	±6.7	±10.5
Beamwidth, Vertical Tolerance, degrees	±0.8	±0.8	±0.2	±0.2	±0.4	±0.4	±0.3	±0.4
USLS, beampeak to 20° above beampeak, dB	18	16	14	15	17	14		
Front-to-Back Total Power at 180° ± 30°, dB	22	25	25	25	24	26	25	24
CPR at Boresight, dB	24	17	16	21	19	15	17	14
CPR at Sector, dB	12	6	11	10	6	8	9	7

Mechanical Specifications

Wind Loading @ Velocity, frontal	278.0 N @ 150 km/h (62.5 lbf @ 150 km/h)
Wind Loading @ Velocity, lateral	230.0 N @ 150 km/h (51.7 lbf @ 150 km/h)
Wind Loading @ Velocity, maximum	537.0 N @ 150 km/h (120.7 lbf @ 150 km/h)
Wind Loading @ Velocity, rear	287.0 N @ 150 km/h (64.5 lbf @ 150 km/h)
Wind Speed, maximum	241 km/h 149.75 mph

Packaging and Weights

Width, packed	1973 mm 77.677 in
Depth, packed	441 mm 17.362 in
Length, packed	337 mm 13.268 in
Weight, gross	35.1 kg 77.282 lb

Regulatory Compliance/Certifications

Agency	Classification
CEH/AR/ROHS	Above maximum concentration value

NHHSS-65B-R2BT4

ROHS	Compliant/Exempted
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Included Products

BSAMNT-3	Wide Profile Antenna Down tilt Mounting Kit for 2.4 - 4.5 in (60 - 115 mm) OD round members. Kit contains one scissor top bracket set and one bottom bracket set.
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* Footnotes

Performance Note	Severe environmental conditions may degrade optimum performance
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NHHSS-65B-R2BT4 ANTENNA SPEC SHEETS

SCALE: N.T.S.

verizon

10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

C	12/05/22	CSP KELLY NSB ZDS	JCH
B	10/24/22	CSP KELLY NSB ZDS	BAB
A	09/27/22	CSP KELLY NSB ZDS	BAB

DRAWN BY: CHECKED BY:

BAB **MFF**

RHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

ANTENNA SPEC SHEETS

SHEET NUMBER:

Z-6

ANTENNA SCHEDULE*											
ANTENNA SECTOR	ANTENNA POSITION	ANTENNA*	REMAIN/PROPOSED	LENGTH	WIDTH	DEPTH	WEIGHT (POUNDS)	HORIZONTAL DISTANCE ADJACENT BUILDING	VERTICAL DISTANCE FROM C.O.R. TO UPPER PARAPET	VERTICAL DISTANCE FROM C.O.R. TO GRADE	QTY.
ALPHA	1	—	—	—	—	—	—	414'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NHHSS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	30.4"	15.9"	8.1"	88		N/A	55'-3"	1
BETA	1	—	—	—	—	—	—	245'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NHHSS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	30.4"	15.9"	8.1"	88		N/A	55'-3"	1
GAMMA	1	—	—	—	—	—	—	135'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NHHSS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	30.4"	15.9"	8.1"	88		N/A	55'-3"	1

* REFER TO FINAL RFDS PRIOR TO CONSTRUCTION



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY



4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION BY

C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY CHECKED BY

BAB	MFF
-----	-----

KHA PROJECT NUMBER

196015042

ENGINEER SEAL



PROJECT INFORMATION

CSP KELLY NSB
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE

ANTENNA SCHEDULE

SHEET NUMBER

Z-8

Architectural Drawings, Renderings, Graphic Illustrations

An approximation of the tower elevation has been provided for reference on the Plan Set. Final facility erection drawings/finishes can be provided upon zoning approval of the general design. All associated telecommunication equipment will be within structure and concealed from view.

Drainage Plan

The proposed concealed communication facility is anticipated to add no more than 225 sq. ft. of impervious area to the parcel (approximately 2.1 acres). It is anticipated that the proposed development will have a de minimis impact on the drainage of the property due to a less than 0.3% increase in impervious area.

Grading Plan

No grading is anticipated as part of this project.

Landscape Plan

Not applicable, site is fully concealed.

Traffic Report/Study

The proposed facility is unmanned and not anticipated to create any appreciable impact on traffic around the site. After completion of construction, the site is anticipated to be visited on average by one vehicle per month for maintenance as needed.



2022 SITE PLAN REVIEW SUBMITTAL REQUIREMENTS CITY OF WOODLAND PARK (Revised 1/1/2022)

The site plan and application shall contain and include the following criteria and information (please check completed boxes). This completed form **MUST** be submitted with the application:

Applicant Check	City Check	Submittal Requirement
☒		Complete Application. A completed application for site plan review upon forms supplied by the Planning Department
☒		Application Fee. See fee sheet available in City Planning & Building Department or on City website (www.city-woodlandpark.org) under Planning & Building Department/Development Fees.
☒		Adjoiners List. A complete list of names and mailing addresses of all adjacent property owners within 150' of the subject property.
☒		Warranty Deed or Title Policy. Documents proving ownership of subject property.
☒		Plans. One (1) set of 24" x 36" sheet(s)
☒		One (1) set of 11" x 17" sheet(s)
☒		Adobe Portable Document Format (.pdf) formatted for printing on 24"x36" sheet(s). May be submitted on compact flash drive.
Supplemental Materials. Supplemental materials to be included with all applications are as follows:		
☒		Architectural drawings, renderings, or other graphic illustrations of structures, landscaping, and accessory infrastructure
☒		Drainage plan (3 copies)
☒		Grading plan
☐		Landscape plan - <u>Not applicable, site is fully concealed.</u>
☒		Traffic report/study (3 copies)
☒		Site Plan. A site plan containing and including the following criteria and information:
☐		Prepared by a qualified individual with appropriate signature, date and seal affixed;
☐		Indicate the name of the proposed development, submittal phase, and the words "Site Plan";

Applicant Check	City Check	Submittal Requirement
Site Plan, continued.		
A site plan containing and including the following criteria and information:		
☐		Be drawn at a scale to clearly show the entire project and site characteristics [one inch equals thirty feet (1" = 30') is preferred];
☐		A vicinity map indicating the location of the site;
☐		Date of preparation, scale, and north arrow (designated as true north);
☐		The location, exterior horizontal dimensions and height of all existing and/or proposed structures and/or uses with reference to property lines;
☐		Property lines, dimensions, and known monuments;
☐		Location, dimensions and names of on-site and adjacent streets, trails, public rights-of-way and sidewalks;
☐		Location, dimensions and intent of existing and proposed easements;
☐		Location, number, and dimensions of all parking areas, driveways, driving lanes, loading areas and parking formula used;
☐		Locations of existing and proposed utilities, including: water, sewer, drainage, fire, electricity, gas, phone, and cable television infrastructure;
☐		General direction of off-site topography;
☐		Location and extent of streams, watercourses, and floodplains or other hazards;
☐		Landscaped areas;
☐		Location of existing and proposed signs;
☐		Areas for solid waste disposal containers and typical enclosure detail, if applicable;
☐		Zoning district, special district and city boundaries;
☐		Area and extent of snow storage areas;
☐		Adjacent existing and proposed uses;
☐		On-site topography at two-foot (2') contour intervals referenced to U.S. Geological Survey datum;
☐		Location and extent of all traffic control devices and signs;
☐		Location and extent of exterior lighting fixtures and a typical detail diagram;
☐		Location and extent of fences and buffer areas, if applicable. For purposes of this section, a buffer area shall be defined as a strip of land or appropriate method to separate one type of land use from another use which may be incompatible;
☐		Location and extent of areas in excess of thirty percent (30%) slope;

Applicant Check	City Check	Submittal Requirement
		Site Plan, continued. A site plan containing and including the following criteria and information:
☐		Indicate any lands or areas to be retained as open space and/or future expansion;
☐		Additional reasonable site plan information requested by the Planning Department to aid in the review and evaluation of the development;
☐		Minimum four by four inch (4" x 4") box for listing of approval conditions and restrictions;
☐		Indicate the total square footage of new impervious surface area and existing impervious surface area.
☐		The following certifications shall be shown and executed on site plans through the <u>public hearing</u> process: <i>(I, we) hereby certify that (I am, we are) the owners of this property and that (I, we) shall abide by the provisions as specified upon this site plan, as presented, and any conditions and requirements that are specified by the City of Woodland Park in rendering its approval.</i> _____ <i>Date</i> <i>Owner(s)</i> <i>I hereby certify that I am the City Planner for the City of Woodland Park, Colorado, and that I attest that this site plan was approved, subject to conditions, as contained herein, City of Woodland Park, Planning Department, by the City of Woodland Park Planning Commission on _____ 20____, after a properly conducted Public Hearing by the City Council held on _____, 20____.</i> _____ <i>Date</i> <i>City Planner</i> <i>City of Woodland Park</i>
☐		The following certifications shall be shown and executed on the permitted use site plans through the administrative review process: <i>(I, we) hereby certify that (I am, we are) the owners of this property and that (I, we) shall abide by the provisions as specified upon this site plan, as presented, and any conditions and requirements that are specified by the City of Woodland Park in rendering its approval.</i> _____ <i>Date</i> <i>Owner(s)</i> <i>I hereby certify that I am the City Planner for the City of Woodland Park, Colorado, and that I attest that this site plan was approved after a properly conducted administrative review, subject to conditions, as contained herein.</i> _____ <i>Date</i> <i>City Planner</i> <i>City of Woodland Park</i>
☒		Waivers or Modifications. The above stated criteria and standards may be amended, waived or modified upon a written request with a recommendation by the planning commission to city council resulting in a the favorable vote of the majority of the members present of the city council.

REVIEW COMMENTS



Date: January 19, 2023

Project: Verizon Wireless Macro Facility – SUP2022-02

After staff review, the submitted Site Plan **requires revisions** prior to final approval.

For Municipal Code and Engineering Specification Reference, please visit:

- *City of Woodland Park Municipal Code (CWPMC):*
https://library.municode.com/co/woodland_park/codes/code_of_ordinances
- *City of Woodland Park Drainage Criteria Manual (CWPDCM):*
<https://city-woodlandpark.org/272/Drainage-Criteria-Manual>
- *City of Woodland Park Engineering Specifications (CWPEs):*
<https://city-woodlandpark.org/273/Engineering-Specifications>

Please address the following comment:

Page Label	Comments	Reviewer
4 of 4	This application does not include the Agreement or legal description which incorporates all the comments sent by Michael on September 23rd, 2022 to Kelly Harrison. In order to complete a full review, the agreement must be included with updated easement language and legal descriptions that match these plan sets.	Bschmitt
Z-1	Proposed easement is not designed in compliance with City Code: Per CWPMC 17.40.170 "Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot line abuts on property outside of the subdivision of which there are no easements provided for of at least ten feet in width, then the easement or alley on the rear lot lines in the subdivision shall be at least twenty feet in width. Side lot easements, where necessary shall be at least ten feet in width, five feet of which shall be on each side of a common lot line. Where required, easements for public sewer or water shall be required with the width to be determined in accordance with the city engineering specifications."	Bschmitt
Z-1	This parcel and access are not owned by the City of Woodland Park. An access agreement will need to be developed with the RE-2 School district, and sidewalk/driveway improvements will need to be made to protect the City sidewalk infrastructure from cracking as vehicles/equipment access the site.	Bschmitt
Z-1	Include on-site topography at two-foot contour intervals referenced to U.S Geological Survey datum.	Cgates
Z-1	Include easement information on Site Plan from the subdivision plat for this parcel.	Cgates
Z-1	Ensure all proposed fiber and power lines run through existing platted utility easements.	Cgates
Z-4	Include color samples for all color/paint references. A color illustration of proposed structure is recommended.	Cgates
Z-4	Call out exterior facing materials used on proposed facility.	Cgates

I have also included an Adobe PDF of the Site Plan markups with the above comments noted.

Respectfully,

C. J. Gates

Senior Planner

(719) 687-5209

cgates@city-woodlandpark.org

Planning Application Entry Form

Print Record



Go To Development Fees Receipt Form



Navigation buttons: Home, Previous, Next, First, Last, and a search icon.

ID

Permit Number 202212319

Project # EXT/Case # SUP2022-02

Public Hearing Required ☐

Date Received 12/8/2022

Date Routed 12/13/2022

Date Initial Permit Approved

*Date Permit Paid

Open Permit Comments

*NOTE: If Non-profit enter Date Approved in Date Permit Paid field for report

Project Type SUP

Project Type Number 23

Project Classification Cell Tower - 60' High

Non-Profit, Residential or Commercial Commercial

NOTE: Above Field required only for SINS and TUPs

Project Name Verizon Wireless Macro Facili

Site Address Number 111

Site Address Name N. Baldwin Street

Lot Number 1

Block Number

Subdivision Woodland Aquatic Ce

Filing #

Applicant Business Name Verizon Wireless

App First Name Kelly

App Last Name Harrison

App Phone Number 303-748-0599

PO Box

Mailing Address Street # 10000

Mailing Address Street Name Park Meadows Drive,

City Lone Tree

State CO

Zip Code 80124

Owner First Name City of Woodland Par

Owner Last Name

Zone Class P/SPL

Applicant Project Value \$0.00

Date CO Requested

Temp CO Auth Approved

Date Temp CO Expires

UTILITIES SECTION

Tap Allocation Date

Allocation Exp Date

Water Tap #

Sewer Tap #

Tap Paid Date

Tap Exp Date

Taps Refunded ☐

Inside/Outside User

Meter Installed ☐

Filed in Area

Plans Director Office

8350 East Crescent Parkway
Suite 200
Greenwood Village, CO 80111

Laura Alms, Esq.
Regional Network Counsel
laura.alm@verizon wireless.com
(303) 501-5496

December 7, 2022

Via Email to kschminke@city-woodlandpark.org

City of Woodland Park
Karen L. Schminke, AICP, Planning Director
220 West South Avenue
Woodland Park, CO 80866

Dear Ms. Schminke:

Verizon Wireless considers the City of Woodland Park ("City") a valued partner in its efforts to provide improved wireless services to Woodland Park and to submit applications for wireless facilities. Verizon Wireless is willing to work with the City and engage in all stages of the application discussions to ensure that the City and Verizon Wireless are aligned and that the application process will be streamlined because of needed Code revisions.

Attached please find materials related to the Special Use Permit application to install a 60' foot concealed macro wireless facility ("Wireless Facility") at the Woodland Park Aquatic Center (known as CSP Kelly). As we previously expressed in our letter dated October 27, 2022, Verizon's position is the CSP Kelly application is subject to administrative review.

However, as currently drafted, the City's Code does not identify which type of permit a wireless provider is required to obtain for wireless facilities for each zone district (e.g. administrative review in mixed use zones, Special Use Permit in all zone districts for facilities exceeding fifty feet in height, etc.). Thus, Verizon's submission of this application for a Special Use Permit is at the sole discretion of the City to determine which permit is required rather than following the Code or federal or state law. Verizon expressly, fully, and completely reserves and does not waive its rights and remedies pursuant to the Code and all relevant federal and state law.

We look forward to continuing to work collaboratively with the City on wireless projects, which will significantly improve wireless telecommunication coverage and/or capacity in Woodland Park.

Sincerely,

/s/ Laura Alms

Laura Alms

verizon[✓]

55717539.2



2022 GENERAL APPLICATION

(Revised 1/1/2022)

Project # 202212319
Case # SUP2022-02
Fee(s): See City of Woodland Park
Fees Sheet (Plus publication/recording
fees, as applicable)

Type of Application (Check one or more as applicable)

- | | | |
|---|---|---|
| ☐ Site Plan Review Permitted Use | ☒ Special Use Permit | ☐ Preliminary Plat |
| ☐ Site Plan Review Conditional Use | ☐ Planned Unit Development (PUD) | ☐ Exemption Plat |
| ☐ Conditional Use Permit | ☐ PUD Amendment | ☐ Final Plat |
| ☐ Zoning Change | ☐ Appeal | ☐ Townhouse Plat |
| ☐ Extension of Development | ☐ Variance | ☐ Condominium Plat |

1. Applicant Information

- a. Applicant Name Verizon Wireless (rep. Kelly Harrison, Kappa Consulting)
- b. Project Coordinator ☒ Property Owner ☐
- c. Mailing Address VZW: 10000 Park Meadows Dr, Suite 300, Lone Tree CO 80124
- d. E-mail Address kharrison@ymail.com
- e. Phone Numbers Home 303-748-0599 Work 303-748-0599 Mobile 303-748-0599

2. Property Owner Information (if different from above)

- a. Name City of Woodland Park Project Contact? Yes ☒ No ☐
- b. Mailing Address BOX 9007, WOODLAND PARK, CO 80866
- c. E-mail Address mlawson@city-woodlandpark.org
- d. Phone Numbers Home --- Work 719-687-9246 Mobile 719-424-2742

3. Site Information

- a. Site Address 111 North Baldwin Street, Woodland Park, CO 80863
- b. Lot 1 Block --- Subdivision WOODLAND AQUATIC CENTER
- c. Property Zoning P/SPL Lot Size 2.1 Acres ☒ Square Feet ☐

4. Is the property subject to covenants? Yes ☐ No ☒ If yes, then submit copy of covenants and current contact for HOA. It is the responsibility of the landowner to submit HOA approval with this application.

5. Project Information

- a. Project Name CSP Kelly
- b. Brief Description of Project/Request Verizon Wireless proposes to construct a 60'-0" concealed antenna facility at the front of the existing Woodland Park Aquatic Center. The structure will be designed to complement the existing building architecture and will conceal VZW antennas and equipment within.

Project Narrative (On a separate sheet provide additional project details and how the proposal complies with the applicable code requirements, which can be found in Section 8 of this application.)

5. Consultant Information (if applicable)

a. Architect

- i. Project Contact Matt Fleck
- ii. Firm Name Kimley-Horn
- iii. Physical Address 4582 South Ulster Street Suite 1500 Denver, CO 80237
- iv. Mailing Address 4582 South Ulster Street Suite 1500 Denver, CO 80237
- v. E-mail Address Matt.Fleck@kimley-horn.com
- vi. Phone Numbers: Business 720-647-6159 Mobile 303-902-5041

b. Engineer

- i. Project Contact VZW RF Engineer: Joe Davis
- ii. Firm Name Verizon Wireless
- iii. Physical Address 10000 Park Meadows Dr, Suite 300, Lone Tree CO 80124
- iv. Mailing Address 10000 Park Meadows Dr, Suite 300, Lone Tree CO 80124
- v. E-mail Address joseph.davis3@verizonwireless.com
- vi. Phone Numbers: Business 913-522-6807 Mobile 913-522-6807

c. Planner

- i. Project Contact Site Acquisition/Zoning: Kelly Harrison, Kappa Consulting
- ii. Firm Name Kappa Consulting
- iii. Physical Address VZW: 10000 Park Meadows Dr, Suite 300, Lone Tree CO 80124
- iv. Mailing Address VZW: 10000 Park Meadows Dr, Suite 300, Lone Tree CO 80124
- v. E-mail Address kharrison@ymail.com
- vi. Phone Numbers: Business 303-748-0599 Mobile 303-748-0599

d. Surveyor

- i. Project Contact Please see Matt Fleck, Kimley-Horn above.
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

e. Other (specify role) N/A

- i. Project Contact _____
- ii. Firm Name _____
- iii. Physical Address _____
- iv. Mailing Address _____
- v. E-mail Address _____
- vi. Phone Numbers: Business _____ Mobile _____

6. Submittal Requirements

The following items must be included at time of submittal (in addition to items on the submittal checklists) or the application will not be processed (additional copies may be requested).

Type of Application	24" x 36" Plan Set	11" x 17" Plan Set	Adobe Acrobat Portable Document Format (.pdf) electronic Plan Set on a flash drive	Warranty Deed or Title Policy	List of adjoining property owners within 150'	Copies of reports (narrative, traffic study, drainage, etc.)
All Types	1	1	1	1	1	1

7. Applicable Code Sections

The following are the applicable code sections by type of application and are for assisting applicants in completing the required project narrative. The City of Woodland Park's Municipal Code can be found at www.city-woodlandpark.org/Charter&Code. Subdivision requirements are in Title 17 and Zoning is in Title 18 of the Municipal Code.

Type of Application	Applicable Code Sections
Site Plan Review Permitted Use	Chapters 18.34, 18.33 and 18.39
Site Plan Review Conditional Use	Chapters 18.34, 18.57, 18.33 and 18.39
Conditional Use Permit	Chapter 18.57 plus applicable site plan regulations
Zoning Change	There are no specific standards, but the applicant should provide supporting argument for a zoning change, including how it complies with the Comprehensive Plan
Special Use Permit	Chapter 18.61 plus applicable site plan regulations
Planned Unit Development	Chapters 18.30, 18.33, 18.39, Sections 17.20.070, and 17.20.080
Appeal	Chapter 18.54
Variance	Chapter 18.60
Preliminary Plat	Chapter 17.20 plus applicable subdivision sections
Exemption Plat	Section 17.52.030 plus applicable subdivision sections
Final Plat	Chapter 17.24 plus applicable subdivision sections
Townhouse Plat	Chapter 17.32 plus applicable subdivision sections
Condominium Plat	Chapter 17.32 plus applicable subdivision sections

8. Certification of Ownership

I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.



Owner

Date



Owner

Date

9. Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

I certify that I understand that the proposed development is in accordance with all provisions of the City of Woodland Park's Municipal Code and other applicable regulations.



Applicant

12/2/22

Date

City Use Only

1. Submission December 9, 20 22, taken by KS (routed 12/13 to CL by AW)
Fee Received _____, 20____, taken by _____
2. Application is deemed complete – OR – deemed incomplete and returned to applicant to complete on ____/____/____.
3. Public Hearing Notice
Published _____, 20____
Posted _____, 20____
Adjacent Property Notification _____, 20____.
4. Planning Commission Public Hearing January 26, 2023. ?
Board of Adjustment Public Hearing (when applicable) _____, 20____.
5. City Council First Reading of Ordinance (if applicable) February 16, 2023.
City Council Public Hearing March 3, 2023.
Notes _____

6. Letter of Approval/Denial to applicant sent _____, 20____.
7. Additional Information

This application does not include the Agreement or legal description which incorporates all the comments sent by Michael on September 23rd, 2022 to Kelly Harrison. In order to complete a full review, the agreement must be included with updated easement language and legal descriptions that match these plan sets.

Site Plan Review – Applicable Code Sections – Chapters 18.34, 18.33 and 18.39

18.34.070 - Standards for Site Plan Review

- A. The proposed development shall conform to the provisions, objectives, and policies of all city plans, adopted and in effect at the time of application, including but not limited to: growth management, transportation, utilities, capital improvements, and downtown redevelopment. **The proposed facility shall conform to the provisions, objectives, and policies in effect at the time of application.**
- B. The proposed development shall conform to the provisions, standards and requirements of all city regulations, adopted and in effect at the time of application, including but not limited to: zoning, subdivision, mobile homes, utilities, buildings and construction, business regulations, and engineering specifications. **The proposed facility shall conform to the provisions, standards, and requirements in effect at the time of application.**
- C. The proposed development shall be designed, constructed, and maintained to accommodate the traffic generated and not unduly increase congestion or traffic on the site and in the vicinity of the site. **The proposed facility is unmanned and no appreciable impact to traffic is anticipated. After completion of construction, the site is will be visited on average by one vehicle per month for routine maintenance.**
- D. The proposed development shall be designed, constructed, and maintained with appropriate regard to topography, surface drainage, soil potentials, natural and manmade hazards, streams, and environmentally significant features. **The proposed facility shall be designed constructed and maintained with appropriate regard to topography, surface drainage, soil potentials, natural and manmade hazards, streams, and environmentally significant features.**
- E. The proposed development shall be designed, constructed, and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods, and surface water drainage. **The proposed Verizon Wireless facility does not require or involve any water supply, wastewater disposal, solid waste disposal, air quality protection methods, or surface water drainage.**
- F. The proposed development shall be designed, constructed, and maintained to not unduly increase the public danger of fire, explosion, and other safety hazards upon the public, and persons residing or working on the site and vicinity. **The proposed facility shall be designed, constructed, and maintained to not unduly increase the public danger of fire, explosion, and other safety hazards upon the public, and persons residing or working on the site and vicinity.**
- G. The proposed development shall be designed, constructed and maintained to not unduly diminish or impair but to become compatible with the use and enjoyment of vicinity property. To such end the development may be required to provide architectural design schemes and fixtures such as, but not limited to, fencing, landscaping, and buffer areas. (Ord. No. 966-2003, § 2, 4-3-2003). **Verizon Wireless proposes to construct a fully concealed antenna facility designed, constructed, and maintained to be compatible with the use and enjoyment of the property.**

Chapter 18.33 - USE REGULATIONS-PERFORMANCE STANDARDS

18.33.010 - Conformance required.

18.33.020 - Fire hazard.

Uses shall not include any activity involving the use or storage of flammable or explosive material unless protected by adequate fire-fighting and fire suppression equipment and by such safety devices as are normally used in the handling of any such material. **Verizon Wireless shall comply with this provision.**

18.33.030 - Reserved.

18.33.040 - Smoke.

No emission shall be permitted at any point from any chimney or otherwise of visible grey smoke of a shade equal to or darker than No. 2 on the Power's MicroRinglemann Chart published by the McGraw-Hill Publishing Company, Inc., and copyright 1954 (being a direct facsimile reduction of a standard Ringlemann Chart as issued by the United States Bureau of Mines) except that visible grey smoke of a shade equal to No. 3 on the chart may be emitted to four minutes in any thirty-minute period of time. **No chimneys or smoke will be associated with the proposed facility.**

18.33.050 - Odor.

No emission shall be permitted of odorous gases or other odorous matter in such quantities as to be readily detectable when diluted in the ratio of one volume of odorous air to four volumes of clean air, at the lot line. There is hereby established as a guide in determining such quantities of offensive odors, Table III, "Odor Thresholds," in Chapter 5, "Air Pollution Abatement Manual," copyright 1951 by Manufacturing Chemists' Association, Inc., Washington D.C. **No odorous gases or other odorous matter will be associated with the proposed facility.**

18.33.060 - Particulate emissions.

No emission shall be permitted which can cause any damage to health, animals, vegetation, or other forms of property, or which can cause any excessive soiling at any point at or beyond the property line. No emissions shall be permitted in excess of the standards specified in Table I, Chapter 5, "Industrial Hygiene Standards, Maximum Allowable Concentrations," of the "Air Pollution Abatement Manual," copyright 1951 by the Manufacturing Chemists Association, Inc., Washington, D.C. In no event shall any emission, from any chimney or otherwise, of any solid or liquid particles in concentrations, exceed 0.3 grains per cubic foot of the conveying gas at any point. For measurement of the amount of particles in gases resulting from combustion, standard corrections shall be applied to a stack temperature of five hundred degrees Fahrenheit and fifty percent excess air. **No particulate emissions will be associated with the proposed facility.**

18.33.070 - Vibration.

Uses shall not include vibration which is discernible without instruments on any adjoining lot or property. **Verizon Wireless shall comply with this provision.**

18.33.080 - Glare.

Uses shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway. **Verizon Wireless shall comply with this provision.**

18.33.090 - Traffic hazard.

Uses shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion. **The proposed facility is unmanned and no appreciable impact to traffic is anticipated. After completion of construction, the site is will be visited on average by one vehicle per month for routine maintenance.**

18.33.100 - Public utility and facility use.

Uses shall not involve any activity substantially increasing the burden on any public utilities or facilities, unless provision is made for any necessary adjustments. **The proposed facility will not involve any activity substantially increasing the burden on any public utilities or facilities.**

18.33.110 - Character of neighborhood.

Uses shall not involve any activity not in character with the majority of the uses in the neighborhood unless by design, setback, nature of operation, and other devices the character of the neighborhood will be maintained. **Verizon Wireless proposes to construct a fully concealed antenna facility designed, constructed, and maintained to be compatible with the use and enjoyment of the property. The structure will be designed to complement the existing building architecture and will conceal VZW antennas and equipment within.**

18.33.120 - Community welfare.

Uses shall not involve any activity which adversely affects the general welfare of the community. **The service provided by the proposed Verizon Wireless communication facility will have a direct public benefit to the City and its residents, businesses and E911 services. The proposed facility will become part of Verizon Wireless's overall telecommunication network, providing service to the City of Woodland Park and greater Teller County.**

Chapter 18.39 - OFF-STREET PARKING AND LOADING

Chapter 18.39 is Not Applicable – no Off-Street Parking or Loading is associated with the proposal.

Special Use Permit – 18.61.040 Standards

The following shall apply to all uses requiring the approval of a special use permit:

A. The proposed development and use shall have a demonstrated direct public benefit to the city. **The service provided by the proposed Verizon Wireless communication facility will have a direct public benefit to the City and its residents, businesses and E911 services. The proposed facility will become part of Verizon Wireless's overall telecommunication network, providing service to the City of Woodland Park and greater Teller County.**

B. The proposed development and use shall not materially endanger the public health and welfare. **The proposed facility will benefit the public by providing enhanced Verizon Wireless service to the City and its residents, businesses and E911 services. Please see July 28, 2022, Teller County Letter, included in submittal, addressing specific Teller County concerns related to public health and welfare.**

C. The proposed development and use shall not substantially injure the value of vicinity properties. **The proposed facility will benefit vicinity properties by providing enhanced Verizon Wireless service to the City and its residents, businesses and E911 services.**

Having quality access to wireless broadband is no longer a luxury, it is a necessity. 70.7% of adults and 82.7% of children live in wireless-only homes. (CDC's 2021 Wireless Substitution: Early Release of Estimates from the National Health Interview Survey, January-June 2022).

Homebuyers today consider wireless coverage as one of the items on their home buying checklist. Real Estate agents across the country are saying excellent cell phone service is something homebuyers find important.

Today's wireless facilities are designed to blend into the landscape to the degree feasible and no evidence of impacts on property values have been seen. The proposed Verizon Wireless facility has been designed to complement the existing building architecture and will conceal VZW antennas and equipment within.

D. The proposed development and use shall be in harmony with the area in which it is to be located. **Verizon Wireless proposes to construct a fully concealed antenna facility designed, constructed, and maintained to be compatible with the use and enjoyment of the property. The structure will be designed to complement the existing building architecture and will conceal VZW antennas and equipment within.**

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

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

G. The proposed development and use shall be designed, constructed, and maintained to accommodate the on-site and off-site traffic generated. **The proposed facility is unmanned and no appreciable impact to**

traffic is anticipated. After completion of construction, the site is will be visited on average by one vehicle per month for routine maintenance.

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

I. The proposed development and use shall be designed, constructed, and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods, and surface water drainage. **The proposed Verizon Wireless facility does not require or involve any water supply, wastewater disposal, solid waste disposal, air quality protection methods, or surface water drainage.**

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

K. The development and use may be required to provide architectural design schemes and may also require amenities such as, but not limited to, fencing, landscaping, and buffer areas. (Ord. 519-1990 § 2(part), 1991). **Noted.**



(719) 689-2988 www.co.teller.co.us Fax (719) 686-7900

July 28, 2022

Via email to Marissa.Murray@verizonwireless.com

Verizon Business Group
Ms. Marissa Murray
10000 Park Meadows Dr.
Lone Tree, CO 80124

Re: Public safety concerns with Verizon connectivity issues in Teller County

Dear Ms. Murray:

The Teller County Office of Emergency Management and Board of County Commissioners request immediate attention from Verizon concerning a public emergency instigated by Verizon service connectivity deficiencies in our region. The County has received numerous complaints from residents, businesses, and first responder agencies that the unreliability of the Verizon service is negatively impacting public safety and commerce in the County. Ambulance providers, fire departments and law enforcement agencies are not able to utilize life-saving applications and messaging for emergency services. For example, 911 calls are not connecting and calls to first responder dispatch centers are routinely dropped. In addition, residents are experiencing significant gaps in Verizon service in areas that previously did not experience connectivity lapses. Businesses that rely on phone and tablet applications for service and payments are seriously impacted by Verizon's connectivity problems.

Our County administration and elected officials have previously reached out to Verizon with no solutions in sight. Our local media and newspapers are now covering the crisis and the impending emergency event.

We have communicated our serious concerns about this crisis situation to our representative with the Colorado State Emergency Management and Homeland Security Office. We request an immediate response and solutions from Verizon. We look forward to your prompt and meaningful response.

Jay Teague, Director
Teller County Office of Emergency Management
(719) 357-2468
OEM@co.teller.co.us

Dan Williams, Chairman
Teller County
Board of Commissioners
williamsd@co.teller.co.us

SPECIAL WARRANTY DEED

WOODLAND PARK SCHOOL DISTRICT RE-2, a political subdivision of the State of Colorado, which has a street address of P.O. Box 99, Woodland Park, CO 80866, County of Teller and State of Colorado ("Grantor") for and in consideration of TEN and No/100 Dollars, in hand paid, the receipt and sufficiency of which is hereby acknowledged by the Grantor, hereby sells and conveys unto **THE CITY OF WOODLAND PARK**, a Colorado home rule municipality, which has a street address of 220 W. South Avenue, Woodland Park, CO 80863, County of Teller and State of Colorado (the "Grantee"), the following real property in the County of Teller and State of Colorado described in EXHIBIT A, attached hereto and incorporated herein by this reference (the "Property").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained and described Property, with the appurtenances, unto the Grantee and the Grantee's successors and assigns forever, including all right, title, and interest in all minerals, mineral rights, and substances of every kind and nature on, in, or under all or any portion of the Property; and all decreed and undecreed water rights and all rights under Colorado law to surface water and groundwater and groundwater on, under and appurtenant to or associated with the Property, whether tributary, nontributary, and all rights of the overlaying landowner to all groundwater beneath the Property. The Grantor, for the Grantor and Grantor's successors and assigns, does covenant and agree that the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the successors and assigns of Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

Executed and delivered this 30th day of March, 2016.

WOODLAND PARK SCHOOL DISTRICT RE-2,
a political subdivision of the State of Colorado

By: Carol Greenstreet
Name: Carol Greenstreet
Title: President

ATTEST:

By: Beth Huber
Name: BETH HUBER
Title: SECRETARY

Return to:

NORTON & SMITH, P.C.

Attorneys at Law
1331 17th Street, Suite 500
Denver, Colorado 80202-1555

Page 1 of 2



F0535286

STATE OF COLORADO)
) ss.
COUNTY OF TELLER)

The foregoing instrument was acknowledged before me this 30th day of March,
2016, by Carol Greenstreet as president of and by Beth
Huber as Secretary WOODLAND PARK SCHOOL DISTRICT
RE-2, a political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires 01/28/2020.

Barbara Owings
Notary Public

SEAL



EXHIBIT A

LEGAL DESCRIPTION – AQUATIC CENTER PROPERTY:

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 207255 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE 6TH P.M., TELLER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER SAID RECEPTION NO. 207255, AS MONUMENTED BY A REBAR AND RED CAP STAMPED "PLSC 25968", FROM WHICH THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEARS S02°44'22"E (S02°42'00"E PER THE RECORDED DEED), A DISTANCE OF 1435.14 FEET (OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S02°44'22"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, A DISTANCE OF 314.16 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE N86°30'58"E, A DISTANCE OF 341.40 FEET;

THENCE N03°11'49"W, A DISTANCE OF 13.10 FEET;

THENCE N84°51'58"E, A DISTANCE OF 58.53 FEET;

THENCE S05°36'31"E, A DISTANCE OF 159.20 FEET;

THENCE S25°50'05"E, A DISTANCE OF 64.67 FEET;

THENCE S80°52'22"W, A DISTANCE OF 203.20 FEET;

THENCE S82°40'57"W, A DISTANCE OF 27.43 FEET;

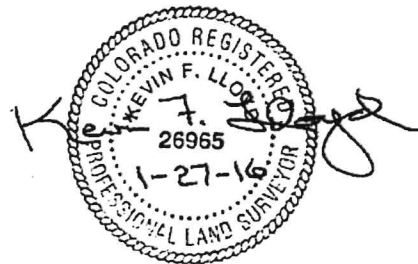
THENCE S86°07'35"W, A DISTANCE OF 98.23 FEET;

THENCE S85°21'08"W, A DISTANCE OF 105.65 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED UNDER SAID RECEPTION NO. 207255, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BALDWIN STREET;

THENCE N02°44'22"W ALONG THAT LINE COMMON TO SAID TRACT OF LAND AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 228.76 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2.10 ACRES OF LAND, MORE OR LESS.

PREPARED BY:
KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965
FOR AND ON BEHALF OF RAMPART SURVEYS, INC.
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920

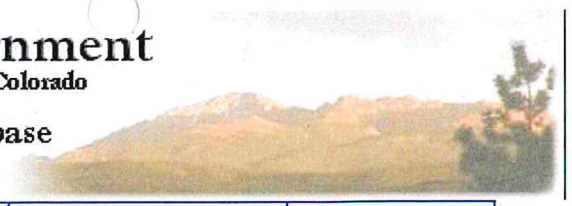




Teller County Government

The Official Site For Teller County, Colorado

Property Records Database



Teller Home	County Offices	Contributing Offices	New Search	Mapping Application	Foreclosures
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Property Record Database

Account Information (provided by Assessor)

Account No R0056166

Parcel Id 6031.192280010

Notice of Value [A PDF of the 2021 Notice of Value](#)

Actual \$42,860

Assessed \$12,430

Tax Dist 60

Acct Type Exempt

School Dist RE-2

Acres 2.1000

Map No. 3031-19

Owner Name CITY OF WOODLAND PARK

Mailing Address BOX 9007
WOODLAND PARK, CO 80866

Physical Address 111 N BALDWIN ST

Area WP CENTRAL AREA

Brief Legal Desc L1 WOODLAND AQUATIC CENTER

Brief Legal Description is not intended for use on legal documents

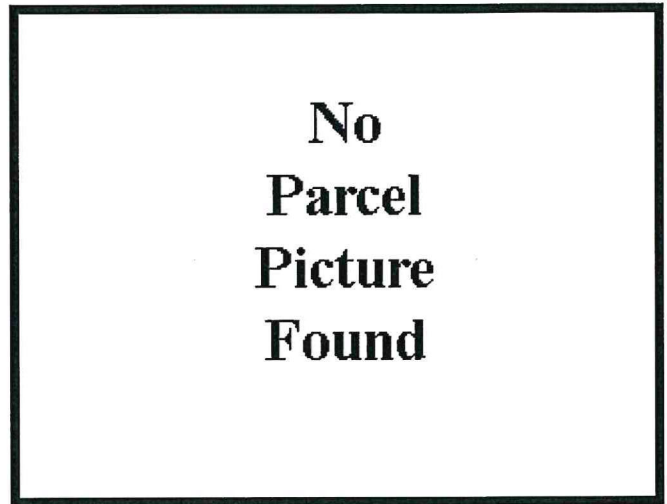
[Show Map](#)

Zoning Information (provided by City of Woodland Park for Questions call 719-687-5202)

Zoning P/SPL

Land Information (provided by Assessor)

Land Type	Abst Code	Acres
Exempt	9149	2.1000
TOTAL		2.1000



Sale Date	Reception No	Deed Type	Sale Price
03/17/2016	686850	Plat	\$0
03/30/2016	686961	Special Warranty Deed	\$0

Building Permits

Date	Permit No.	Description	Permit Issued By
06/27/2016	K18847	RETAINING WALLS SEE PLAN 88647	Woodland Park
08/02/2016	K24898	TEMPORARY SERVICE	Woodland Park
01/08/2018	K14863	NEW AQUATIC CENTER - UPGRADE TO FINISH	Woodland Park

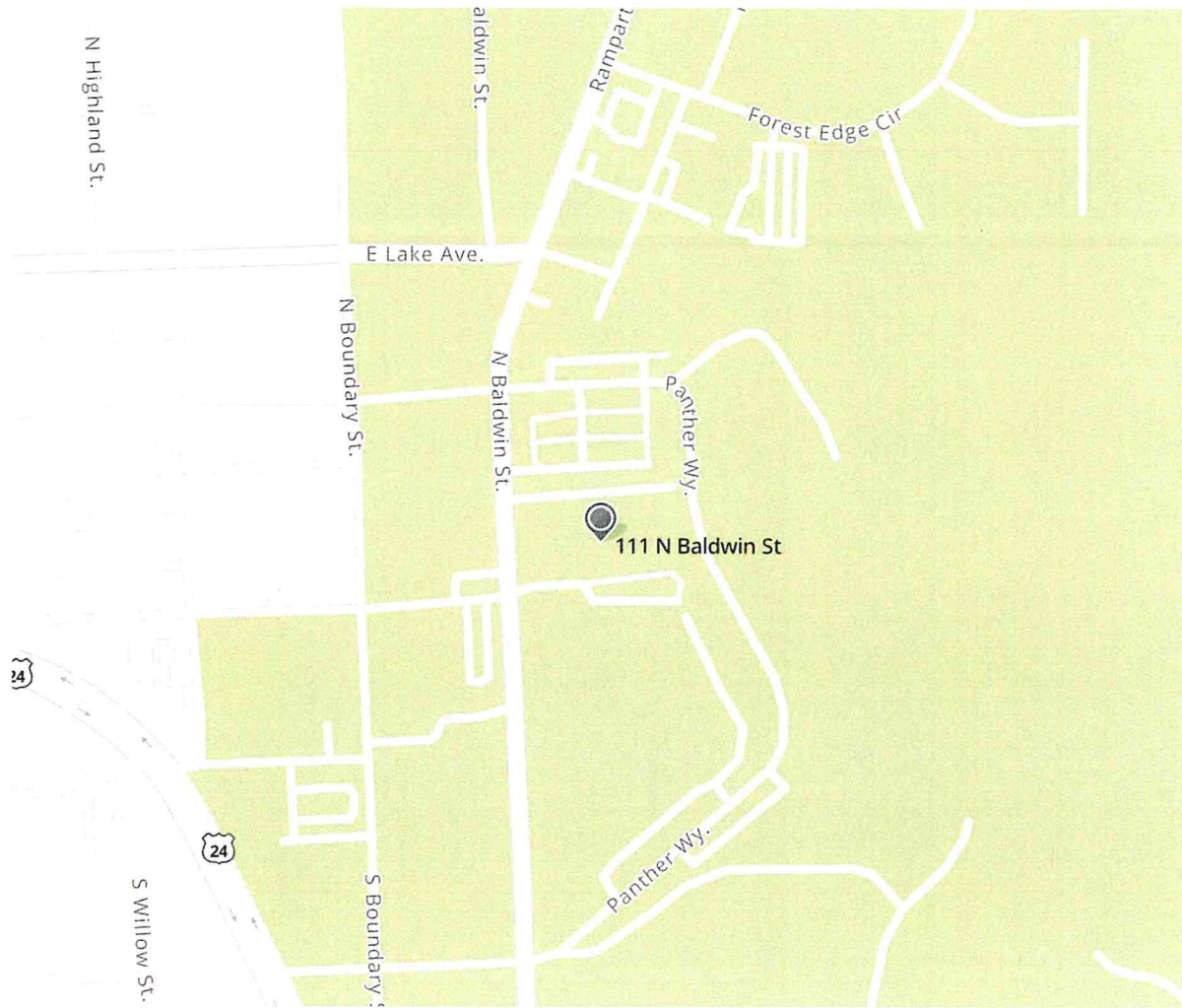
Account number: R0056166 was not found

This information is updated daily and is as current and accurate as is practical, but it is not official. You may use this data at your own risk. If you have any questions about this data please call the Assessor's Office at (719)689-2941. Zoning Designations may not be accurate. Please call the Teller County Planning Department at (719)687-3048 for information on Zoning in Teller County

E-Mail suggestions or comments to [WebDeveloper](#)
12/13/2022 10:56:33 AM



Vicinity Map





CSP KELLY NSB
STEALTH TOWER
ZONING DRAWINGS

SITE ADDRESS

ADDRESS TBD
WOODLAND PARK, CO 80863

SITE COORDINATES

LATITUDE: 38.9951316 LONGITUDE: -105.0470133

PROJECT TEAM



KIMLEY HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER ST, SUITE 1500
DENVER, CO 80237
ATTN: MATT FLECK - (720) 647-6159



VERIZON WIRELESS
10000 PARK MEADOWS DRIVE, SUITE 200
LONE TREE, CO 80124

RF ENGINEER:
JOSEPH DAVIS
JOSEPH.DAVIS@VERIZONWIRELESS.COM

CONSTRUCTION:
ANDREW COLE
CONSTRUCTION ENGINEER
ANDREW.COLE@VERIZONWIRELESS.COM

VZW REAL ESTATE:
MAUREEN LOPEZ
MAUREEN.LOPEZ@VERIZONWIRELESS.COM

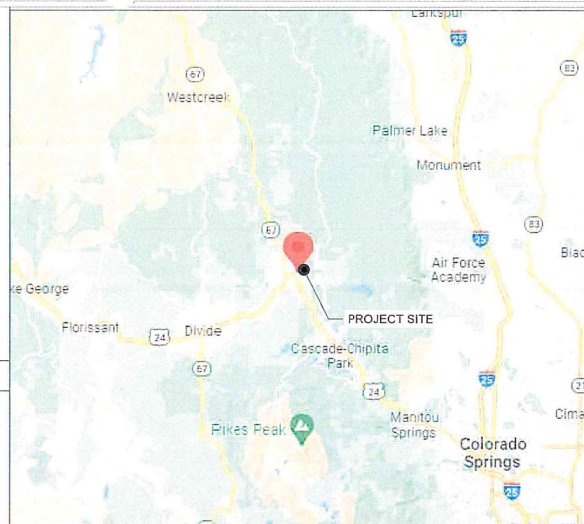
SITE ACQUISITION:
KELLY HARRISON
KAPPA CONSULTING
KHARRISON@YMAIL.COM

PROJECT INFORMATION

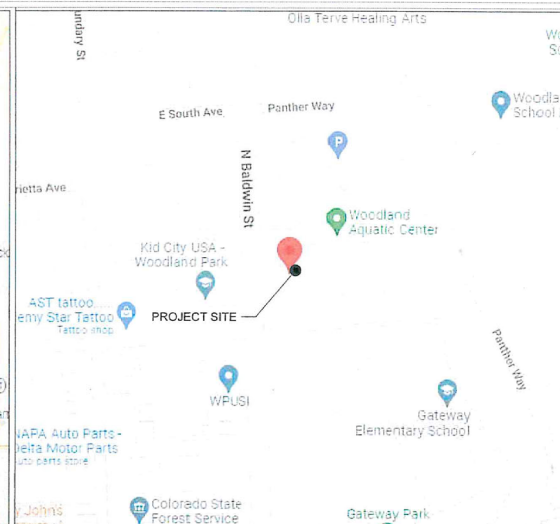
JURISDICTION: CITY OF WOODLAND PARK & (PPRBD) PIKES
PEAK REGIONAL BUILDING DEPARTMENT
ZONING: PUBLIC/ SEM-PUBLIC LAND P/SPL
PARCEL NUMBER: APN: R0056166
ELEVATION: (NAVD 88) ± 8462.0'
STRUCTURE TYPE: STEALTH TOWER
STRUCTURE HEIGHT: 60'-0"
ANTENNA RAD CENTER: 55'-3" & 53'-3"
APPLICANT: VERIZON WIRELESS
ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.
ENGINEERING CONTACT: MATT FLECK
4582 SOUTH ULSTER ST, SUITE 1500
DENVER, CO 80237
(720) 647-6159

CODE ANALYSIS

BUILDING CODE: IBC 2015
ELECTRICAL CODE: NEC 2020
FIRE SAFETY CODE: IFC 2015
USE GROUP: U-UTILITY
CONSTRUCTION TYPE: IIB



REGIONAL MAP



VICINITY MAP

SHEET INDEX

NAME	DESCRIPTION
T-1	TITLE SHEET
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	COMPOUND AND ANTENNA PLAN
Z-4	ELEVATION
Z-5	ANTENNA SPEC SHEETS
Z-6	ANTENNA SPEC SHEETS
Z-7	ANTENNA/RADIO SPEC SHEETS
Z-8	ANTENNA SCHEDULE

PROJECT SUMMARY

- THIS PROJECT CONSISTS OF THE INSTALLATION OF:
- INSTALL (1) NEW STEALTH TOWER, ANTENNA MOUNTS, AND FOUNDATION
 - INSTALL (3) NHHS4-65B-R38 ANTENNAS
 - INSTALL (3) NHHS4-65B-R2B14 ANTENNAS
 - INSTALL (3) AIR 6449 ANTENNAS
 - INSTALL (3) 4449 RRH, (3) 4408 RRH, & (3) 8843 RRH
 - INSTALL (2) 4520 OVP'S & (2) 6627 OVP'S
 - INSTALL (3) NEW EQUIPMENT CABINETS ASSOCIATED EQUIPMENT
 - RUN NEW FIBER, ELECTRIC CABLES, AND OTHER ASSOCIATED UTILITIES TO THE PROJECT SITE AND PROPOSED POLE LOCATION

REFERENCED DOCUMENTS:
RFDS: 10/04/2022 EME: TBD MACRO CALC: TBD
VERIFY THE MOST CURRENT DOCUMENTS PRIOR TO CONSTRUCTION

DRIVING DIRECTIONS

- START FROM 10000 PARK MEADOWS DRIVE LONE TREE, CO 80124
- DEPART AND HEAD EAST ON PARK MEADOWS DR
- ROAD NAME CHANGES TO E LINCOLN AVE
- TURN LEFT ONTO E LINCOLN AVE
- TAKE THE RAMP ON THE RIGHT FOR I-25 SOUTH AND HEAD TOWARD COLO SPGS
- AT EXIT 141, HEAD ON THE RAMP RIGHT AND FOLLOW SIGNS FOR US-24 WEST
- TURN RIGHT ONTO US-24 W / W US HIGHWAY 24
- TURN RIGHT ONTO PIKES PEAK AVE
- TURN LEFT ONTO S BALDWIN ST AND THE SITE WILL BE LOCATED AT 111 N BALDWIN ST. (WOODLAND AQUATIC CENTER)

THE FOLLOWING CERTIFICATIONS SHALL BE SHOWN AND EXECUTED ON SITE PLANS THROUGH THE PUBLIC HEARING PROCESS:

(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNERS OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

DATE _____ OWNER(S) _____

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS SITE PLAN WAS APPROVED, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN, CITY OF WOODLAND PARK, PLANNING DEPARTMENT, BY THE CITY OF WOODLAND PARK PLANNING COMMISSION ON _____, 20____, AFTER A PROPERLY CONDUCTED PUBLIC HEARING BY THE CITY COUNCIL HELD ON _____, 20____.

DATE _____ CITY PLANNER
CITY OF WOODLAND PARK



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY



4582 S ULSTER ST, #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV DATE DESCRIPTION BY

C 12/05/22 CSP KELLY NSB ZDs JCH
B 10/24/22 CSP KELLY NSB ZDs BAB
A 09/27/22 CSP KELLY NSB ZDs BAB

DRAWN BY: _____ CHECKED BY: _____

BAB MFF

196015042

PROJECT INFORMATION

CSP KELLY NSB
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

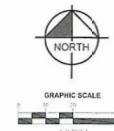
COLOR STANDARDS			
GRAY #1 (E) EASEMENT		ORANGE FIBER	
PURPLE (P) LEASE AREA		TAN ANTENNAS	
BLUE GRAY ACCESS/UTILITY		RED PENETRATIONS	
BLUE #1 HYBRID CABLES/COAX		UMBER (P) UTILITY EASEMENT	
BLUE #2 RRHs		GRAY #2 WALL HATCH	
GREEN DC POWER		GRAY #3 EXISTING	
LEGEND			
GAS LINE		UG ELECTRIC	
FIBER LINE		ELECTRIC	
WATER LINE		TELCO FIBER VAULT	
SIGN POST		GAS METER	
RIGHT OF WAY		ELECTRIC TRANSFORMER	
PROPERTY LINE		STORM INLET	
MAJOR CONTOUR LINE		MINOR CONTOUR LINE	

ZONING:
PUBLIC/SEM-PUBLIC LAND (PSPL)
PARCEL#
APN: R022899
ADDRESS
100 PANTHER WAY

ZONING:
PUBLIC/SEM-PUBLIC LAND (PSPL)
PARCEL#
APN: R025106
ADDRESS
111 N BALDWIN ST

ZONING:
PUBLIC/SEM-PUBLIC LAND (PSPL)
PARCEL#
APN: R022899
ADDRESS
100 PANTHER WAY

1
Z-1
SITE PLAN
SCALE: 1" = 20'
SCALE BASED ON 24"X36" ONLY



verizon
10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

Kimley»Horn
4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV.	DATE	DESCRIPTION	BY
C	12/09/22	CSP KELLY NSB ZONE	JCH
B	10/24/22	CSP KELLY NSB ZONE	BAB
A	09/27/22	CSP KELLY NSB ZONE	BAB

CHECKED BY: **BAB** **MFF**
PROJECT NUMBER: **196015042**

FOR REVIEW

CSP KELLY NSB
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SITE PLAN

Z-1

Include on-site topography at two-foot contour intervals referenced to U.S Geological Survey datum.

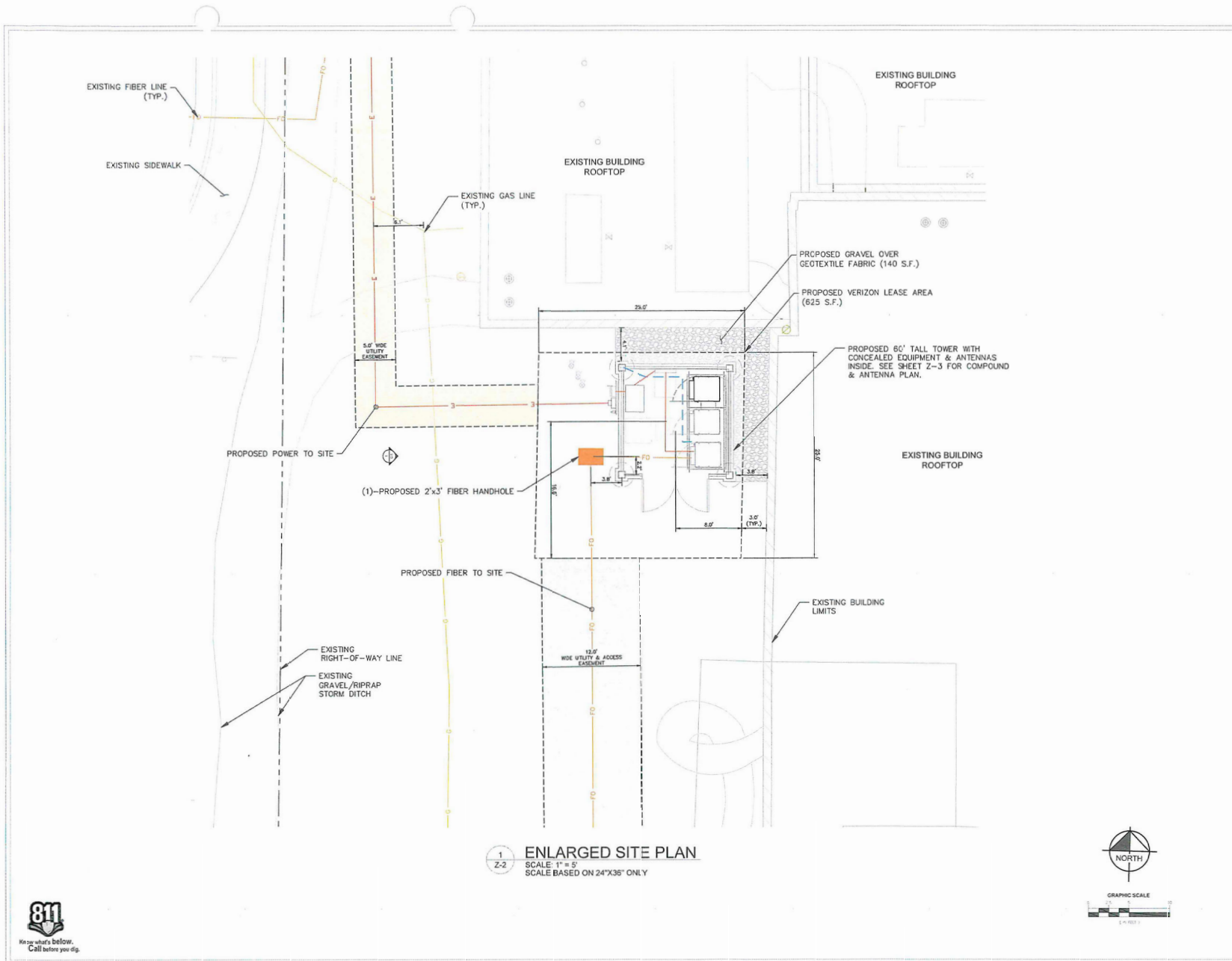
Ensure all proposed fiber and power lines run through existing platted utility easements.

Proposed easement is not designed in compliance with City Code: Per CWP/MC 17.40.170 "Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot line abuts on property outside of the subdivision of which there are no easements provided for of at least ten feet in width, then the easement or alley on the rear lot lines in the subdivision shall be at least twenty feet in width. Side lot easements, where necessary shall be at least ten feet in width, five feet of which shall be on each side of a common lot line. Where required, easements for public sewer or water shall be required with the width to be determined in accordance with the city engineering specifications."

Include all easement information on Site Plan from the subdivision plat for this parcel.

This parcel and access are not owned by the City of Woodland Park. An access agreement will need to be developed with the RE-2 School district, and sidewalk/driveway improvements will need to be made to protect the City sidewalk infrastructure from cracking as vehicles/equipment access the site.





verizon

10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION BY

C	12/05/22	CSP KELLY NSB ID6	JCH
B	10/24/22	CSP KELLY NSB ID6	BAB
A	09/27/22	CSP KELLY NSB ID6	BAB

DRAWN BY: **BAB** CHECKED BY: **MFF**

KHA PROJECT NUMBER: **196015042**

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

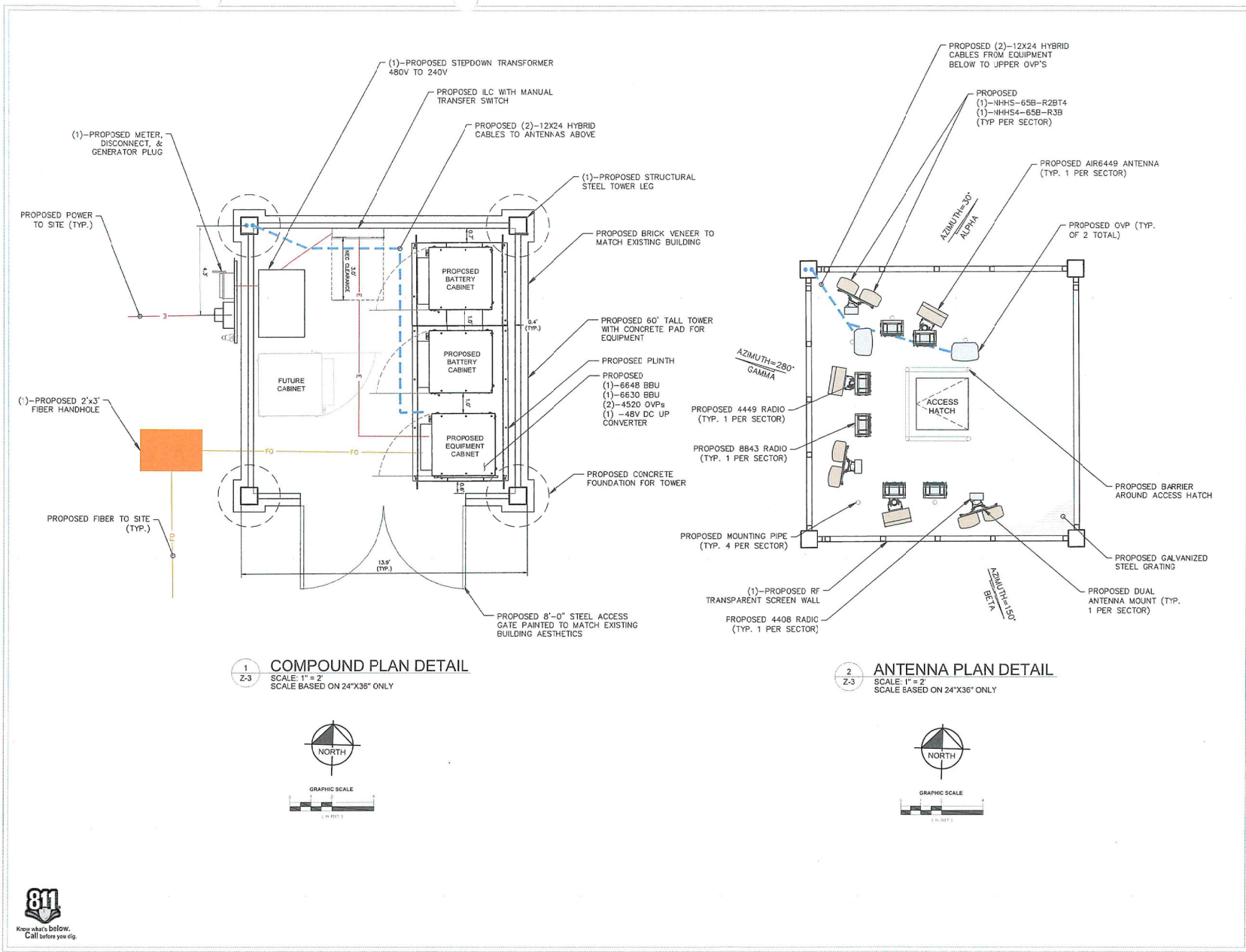
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET FILE:

**ENLARGED
SITE PLAN**

SHEET NUMBER:

Z-2



10000 PARK MEADOWS DRIVE,
SUITE 200, LORE, CO 80124

PLANS PREPARED BY:

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV.	DATE	DESCRIPTION	BY
C	12/05/22	CSP KELLY NSB ZDg	JCH
B	10/24/22	CSP KELLY NSB ZDg	BAB
A	09/27/22	CSP KELLY NSB ZDg	BAB

DRAWN BY: **BAB** CHECKED BY: **MFF**

KHA PROJECT NUMBER: **196015042**

ENGINEER SEAL:

PROJECT INFORMATION

CSP KELLY NSB

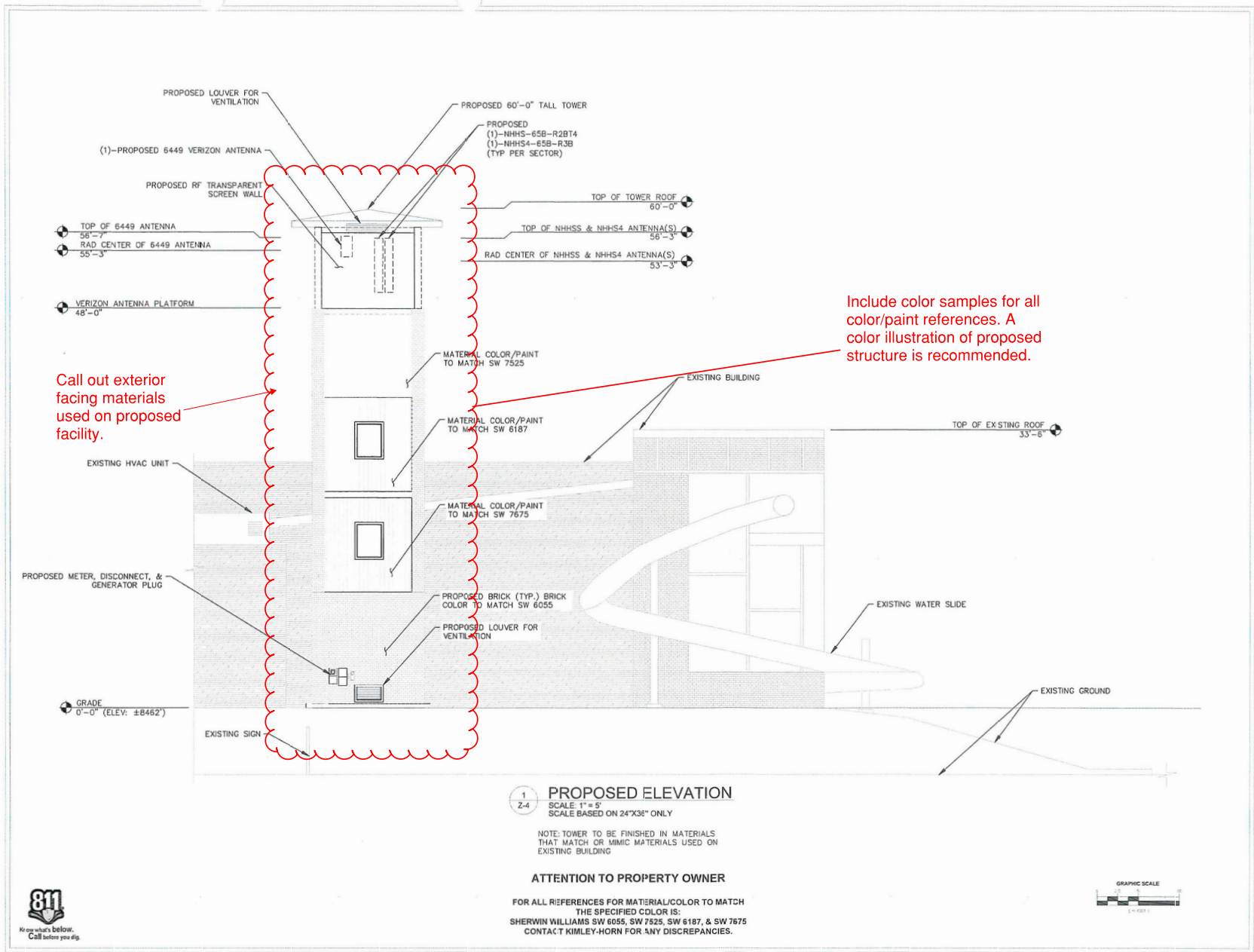
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE

COMPOUND AND ANTENNA PLAN

SHEET NUMBER

Z-3



verizon

19000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION BY

C	12/05/22	CSP KELLY NSB 206	JCH
B	10/24/22	CSP KELLY NSB 206	BAB
A	09/27/22	CSP KELLY NSB 206	BAB

DRAWN BY: CHECKED BY:

BAB MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

PROPOSED ELEVATION

SHEET NUMBER:

Z-4

NHHS4-65B-R3B



14 Port Sector Antenna, 2x698-896 MHz, 4x1695-2200 MHz 65° HPEBW, and 8x3700-4000 MHz Beamformer, 34RET

General Specifications

Antenna Type	Sector, unidirectional
Band	Multi-band
Calibration Connector Interface	+2.54 Female
Calibration Connector Quantity	1
Color	Light gray
Grounding Type	RF connector inner conductor and body grounded to reflector and mounting bracket
Performance Note	Outdoor usage
Radome Material	Fiberglass, UV resistant
Reflector Material	Low noise metal board
Reflector Material	Aluminum
RF Connector Interface	+2.54 Female
RF Connector Location	Bottom
RF Connector Quantity, high band	8
RF Connector Quantity, mid band	4
RF Connector Quantity, low band	2
RF Connector Quantity, total	14

Remote Electrical Tilt (RET) Information

RET Hardware	Commscope RET
RET Interface	SuperData Female / SuperData Male
RET Interface, polarity	3 female / 3 male
Input Voltage	12-24 Vdc
Internal Bias Type	Custom (Port 1, 1 Port 3)
Internal RET	High band (8) / Low band (4) / Mid band (2)
Protocol	SDH/SDSS (Single RET)

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NHHS4-65B-R3B

Dimensions

Width	308 mm / 12.13 in
Depth	206 mm / 8.11 in
Length	1620 mm / 63.78 in
Net Weight, without mounting kit	27 kg / 59.52 lb

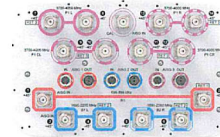
Array Layout

Array ID	Frequency Band	RF Connector	RET	Accessories
1	698-896	1	1	Commscope RET
2	1695-2200	2	2	Commscope RET
3	3700-4000	1	1	Commscope RET



Port Configuration

NHHS4-65B-R3B



Electrical Specifications

Impedance	50 Ohm
Operating Frequency Band	1695 - 2200 MHz / 3700 - 4000 MHz / 698 - 896 MHz
Polarization	+45°
Total Input Power, maximum	1.650 W @ 50 Ohm

Electrical Specifications

Frequency Band, MHz	698-896	896-996	1695-1880	1880-1990	1990-2200	3700-4000
Gain, dBi	15	15.1	12.7	10.1	10.2	15.0
Beamwidth, Horizontal, degrees	66	64	63	61	64	85
Beamwidth, Vertical, degrees	11.5	10.4	8.6	5.3	5	5.7
UTLS (First Lobe), dB	15	15	17	20	21	13
Front-to-Back Ratio at 180°, dB	37	34	34	25	25	30
Coupling level, Amp, Antenna port to Cal port, dB						26
Coupling level, max Amp A						12

Page 2 of 1

NHHS4-65B-R3B

Antenna port to Cal port, dB						0.5
Coupler, max Amp A, Antenna port to Cal port, dB						5
Coupler, max Phase A, Antenna port to Cal port, degrees						
Isolation, Cross Polarization, dB	25	25	25	25	25	25
Isolation, Inter-band, dB	25	25	25	25	25	25
Isolation, Co-polarization, dB						19
VSWR1 (Return Loss), dB	12.0/12.0	12.0/12.0	12.0/12.0	12.0/12.0	12.0/12.0	12.0/12.0
PM, 3rd Order, 2 x 20 W, dBc	-15.0	-15.0	-15.0	-15.0	-15.0	-15.0
Input Power per Port at 50°C, maximum, W	350	300	250	250	250	250

Electrical Specifications, BASTA

Frequency Band, MHz	698-896	896-996	1695-1880	1880-1990	1990-2200	3700-4000
Gain by all Beam TMs, average, dBi	14.7	14.9	12.4	10.9	10.9	15.2
Gain by all Beam TMs, Tolerance, dB	+0.5	+0.2	+0.7	+0.2	+0.2	+0.6
Beamwidth, Horizontal, degrees	63.3	61.2	61.1	62.2	63.2	84.8
Beamwidth, Vertical, Tolerance, degrees	+0.7	+0.7	+0.3	+0.2	+0.3	+0.5
Front-to-Back Total Power at 180° ± 30°, dB	27	25	26	28	27	22
CPR at Beamwidth, dB	23	19	16	21	23	14
CPR at Sector, dB	14	9	11	11	11	5

Electrical Specifications, Broadcast 65°

Frequency Band, MHz	3700-4000
Gain, dBi	16.8
Beamwidth, Horizontal, degrees	65
Beamwidth, Vertical, degrees	5.7
Beamwidth, Vertical Tolerance, degrees	+0.3
Front-to-Back Total Power at 180° ± 30°, dB	25

Page 3 of 1

NHHS4-65B-R3B

UTLS (First Lobe), dB	15
Electrical Specifications, Envelope Pattern	
Frequency Band, MHz	1700-4000
Gain, dBi	10.8
Electrical Specifications, Service Beam	
Frequency Band, MHz	1700-4000
Slewed 0° Gain, dBi	10.5
Slewed 0° Beamwidth, Horizontal, degrees	72
Slewed 0° Front-to-Back Total Power at 180° ± 30°, dB	19
Slewed 0° Horizontal Sidelobe, dB	12
Slewed 30° Gain, dBi	19.5
Slewed 30° Gain Tolerance, dBi	10.9
Slewed 30° Beamwidth, Horizontal, degrees	78
Slewed 30° Front-to-Back Total Power at 180° ± 30°, dB	16

Electrical Specifications, Soft Split

Frequency Band, MHz	1700-4000
Gain, dBi	18.9
Beamwidth, Horizontal, degrees	82
Front-to-Back Total Power at 180° ± 30°, dB	76
Horizontal Sidelobe, dB	16

Mechanical Specifications

Wind Loading @ Velocity, normal	301 ft/lb @ 150 km/h (57.8 ft/lb @ 102 km/h)
Wind Loading @ Velocity, lateral	254 ft/lb @ 150 km/h (57.8 ft/lb @ 102 km/h)
Wind Loading @ Velocity, maximum	630 ft/lb @ 150 km/h (143.4 ft/lb @ 102 km/h)
Wind Loading @ Velocity, rear	210 ft/lb @ 150 km/h (47.8 ft/lb @ 102 km/h)
Wind Speed, maximum	247 km/h / 147.3 mph

Page 4 of 1

NHHS4-65B-R3B

Packaging and Weights

Width, packed	402 mm / 15.83 in
Depth, packed	303 mm / 11.93 in
Length, packed	1920 mm / 75.59 in
Weight, gross	31.7 kg / 69.85 lb

Regulatory Compliance/Certifications

Agency	Classification
CE Mark	CE Mark
RoHS	RoHS
REACH	REACH

Included Products

Kit contents	Wide Flat Antenna Mounting Kit for 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 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AIR 6449 B77D/ C-BAND

- Advanced Antenna System (AAS)
- 54TX/64RX with 192 AE
- Up to 320W RF Power
- EIRP up to 79 dBm
- Up to 200 MHz CBW with 64TX
- Max total carrier BW is 200 MHz for NR
- Support number of layers: DL/UL 16/8

AIR 6449 B77D/ C-Band	Height	Width	Depth	Weight
no protruding items	30.4 in (772 mm)	15.9 in (402 mm)	8.1 in (205 mm)	88.0 lbs (39.9 Kg)
w/ protruding items	30.8 in (783 mm)	16.1 in (408 mm)	10.8 in (273 mm)	

- 4 x 25 Gbps eCPRI, (compatible to 10G) eCPRI SFP28
- 48 VDC, max ~ 1360W (80%TX-20%RX), Typical TBD
- 40 to +55 C, (Incl Solar Load)



Now confirmed
max measurements/ will not exceed

15-Feb-2021 Commercial Conference | Page 1

1
Z-7 AIR 6449 ANTENNA/RADIO SPEC SHEET
SCALE: N.T.S.

RADIO 4408

The new Radio 4408 is part of the new Radio 4400 series portfolio. Radio 4408 has been designed to support 4G LTE, 5G NR, and 6G. It is a high-performance, multi-band, multi-mode radio that can be configured for a wide range of applications. It is a high-performance, multi-band, multi-mode radio that can be configured for a wide range of applications.

Radio 4408 has, by use of its small and slim form factor, been designed to support a wide range of mounting options. It is a high-performance, multi-band, multi-mode radio that can be configured for a wide range of applications.

Radio 4408 is a high-performance, multi-band, multi-mode radio that can be configured for a wide range of applications. It is a high-performance, multi-band, multi-mode radio that can be configured for a wide range of applications.

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Radio 4408 is a high-performance, multi-band, multi-mode radio that can be configured for a wide range of applications. It is a high-performance, multi-band, multi-mode radio that can be configured for a wide range of applications.



Enter on the right side you can see a picture of the Radio 4408 mounted on a clamp pole. The picture shows the radio mounted on the back of the Radio 4408. The picture shows the radio mounted on the back of the Radio 4408.



Technical specifications for Radio 4408

FREQUENCY BANDS	Radio 4408 supports B1, B3, B5, B7, B12, B14, B15, B18, B20, B21, B28, B29, B30, B33, B36, B38, B39, B40, B41, B43, B44, B46, B48, B49, B50, B51, B52, B53, B54, B55, B56, B57, B58, B59, B60, B61, B62, B63, B64, B65, B66, B67, B68, B69, B70, B71, B72, B73, B74, B75, B76, B77, B78, B79, B80, B81, B82, B83, B84, B85, B86, B87, B88, B89, B90, B91, B92, B93, B94, B95, B96, B97, B98, B99, B100, B101, B102, B103, B104, B105, B106, B107, B108, B109, B110, B111, B112, B113, B114, B115, B116, B117, B118, B119, B120, B121, B122, B123, B124, B125, B126, B127, B128, B129, B130, B131, B132, B133, B134, B135, B136, B137, B138, B139, B140, B141, B142, B143, B144, B145, B146, B147, B148, B149, B150, B151, B152, B153, B154, B155, B156, B157, B158, B159, B160, B161, B162, B163, B164, B165, B166, B167, B168, B169, B170, B171, B172, B173, B174, B175, B176, B177, B178, B179, B180, B181, B182, B183, B184, B185, B186, B187, B188, B189, B190, B191, B192, B193, B194, B195, B196, B197, B198, 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ANTENNA SCHEDULE*											
ANTENNA SECTOR	ANTENNA POSITION	ANTENNA*	REMAIN/PROPOSED	LENGTH	WIDTH	DEPTH	WEIGHT (POUNDS)	HORIZONTAL DISTANCE ADJACENT BUILDING	VERTICAL DISTANCE FROM C.O.R. TO UPPER PARAPET	VERTICAL DISTANCE FROM C.O.R. TO GRADE	QTY.
ALPHA	1	—	—	—	—	—	—	414'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NH-SS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	36.4"	15.9"	8.1"	88		N/A	55'-3"	1
BETA	1	—	—	—	—	—	—	245'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NH-SS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	36.4"	15.9"	8.1"	88		N/A	55'-3"	1
GAMMA	1	—	—	—	—	—	—	135'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NH-SS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	36.4"	15.9"	8.1"	88		N/A	55'-3"	1

* REFER TO FINAL RFDS PRIOR TO CONSTRUCTION

verizon

19000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION BY

C	12/05/22	CSP KELLY NSB ZDE	JCH
B	10/24/22	CSP KELLY NSB ZDE	BAB
A	09/27/22	CSP KELLY NSB ZDE	BAB

DRAWN BY: **BAB** CHECKED BY: **MFF**

KHA PROJECT NUMBER: **196015042**

ENGINEER SEAL

FOR REVIEW

PROJECT INFORMATION

CSP KELLY NSB
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE

**ANTENNA
SCHEDULE**

SHEET NUMBER

Z-8

Architectural Drawings, Renderings, Graphic Illustrations

An approximation of the tower elevation has been provided for reference on the Plan Set. Final facility erection drawings/finishes can be provided upon zoning approval of the general design. All associated telecommunication equipment will be within structure and concealed from view.

Drainage Plan

The proposed concealed communication facility is anticipated to add no more than 225 sq. ft. of impervious area to the parcel (approximately 2.1 acres). It is anticipated that the proposed development will have a de minimis impact on the drainage of the property due to a less than 0.3% increase in impervious area.

Grading Plan

No grading is anticipated as part of this project.

Landscape Plan

Not applicable, site is fully concealed.

Traffic Report/Study

The proposed facility is unmanned and not anticipated to create any appreciable impact on traffic around the site. After completion of construction, the site is anticipated to be visited on average by one vehicle per month for maintenance as needed.



2022 SITE PLAN REVIEW SUBMITTAL REQUIREMENTS **CITY OF WOODLAND PARK** (Revised 1/1/2022)

The site plan and application shall contain and include the following criteria and information (please check completed boxes). This completed form **MUST** be submitted with the application:

Applicant Check	City Check	Submittal Requirement
☒		Complete Application. A completed application for site plan review upon forms supplied by the Planning Department
☒		Application Fee. See fee sheet available in City Planning & Building Department or on City website (www.city-woodlandpark.org) under Planning & Building Department/Development Fees.
☒		Adjoiners List. A complete list of names and mailing addresses of all adjacent property owners within 150' of the subject property.
☒		Warranty Deed or Title Policy. Documents proving ownership of subject property.
☒		Plans. One (1) set of 24" x 36" sheet(s)
☒		One (1) set of 11" x 17" sheet(s)
☒		Adobe Portable Document Format (.pdf) formatted for printing on 24"x36" sheet(s). May be submitted on compact flash drive.
Supplemental Materials. Supplemental materials to be included with all applications are as follows:		
☒		Architectural drawings, renderings, or other graphic illustrations of structures, landscaping, and accessory infrastructure
☒		Drainage plan (3 copies)
☒		Grading plan
☐		Landscape plan - <u>Not applicable, site is fully concealed.</u>
☒		Traffic report/study (3 copies)
☒		Site Plan. A site plan containing and including the following criteria and information:
☐		Prepared by a qualified individual with appropriate signature, date and seal affixed;
☐		Indicate the name of the proposed development, submittal phase, and the words "Site Plan";

Applicant Check	City Check	Submittal Requirement
Site Plan, continued.		
A site plan containing and including the following criteria and information:		
☐		Be drawn at a scale to clearly show the entire project and site characteristics [one inch equals thirty feet (1" = 30') is preferred];
☐		A vicinity map indicating the location of the site;
☐		Date of preparation, scale, and north arrow (designated as true north);
☐		The location, exterior horizontal dimensions and height of all existing and/or proposed structures and/or uses with reference to property lines;
☐		Property lines, dimensions, and known monuments;
☐		Location, dimensions and names of on-site and adjacent streets, trails, public rights-of-way and sidewalks;
☐		Location, dimensions and intent of existing and proposed easements;
☐		Location, number, and dimensions of all parking areas, driveways, driving lanes, loading areas and parking formula used;
☐		Locations of existing and proposed utilities, including: water, sewer, drainage, fire, electricity, gas, phone, and cable television infrastructure;
☐		General direction of off-site topography;
☐		Location and extent of streams, watercourses, and floodplains or other hazards;
☐		Landscaped areas;
☐		Location of existing and proposed signs;
☐		Areas for solid waste disposal containers and typical enclosure detail, if applicable;
☐		Zoning district, special district and city boundaries;
☐		Area and extent of snow storage areas;
☐		Adjacent existing and proposed uses;
☐		On-site topography at two-foot (2') contour intervals referenced to U.S. Geological Survey datum;
☐		Location and extent of all traffic control devices and signs;
☐		Location and extent of exterior lighting fixtures and a typical detail diagram;
☐		Location and extent of fences and buffer areas, if applicable. For purposes of this section, a buffer area shall be defined as a strip of land or appropriate method to separate one type of land use from another use which may be incompatible;
☐		Location and extent of areas in excess of thirty percent (30%) slope;

KAPPA CONSULTING, LLC

January 30, 2023

City of Woodland Park
C.J. Gates, Senior Planner
220 W. South Avenue
Woodland Park, CO 80863

Project: Verizon Wireless Macro Facility – SUP2022-02
Letter addressing Review Comments received 01/19/23

Dear Mr. Gates,

Please see Verizon Wireless's ("Verizon") responses to City of Woodland Park ("City") comments on Verizon's Macro Facility (SUP2022-02), which Verizon received on January 19, 2023. Pursuant to the City's email dated January 19, 2023, Verizon's responses are due on or before January 30, 2023, by 9:00 A.M.

Comment No. 1

4 of 4 This application does not include the Agreement or legal description which incorporates all the comments sent by Michael on September 23rd, 2022 to Kelly Harrison. In order to complete a full review, the agreement must be included with updated easement language and legal descriptions that match these plan sets. Bschrmitt

Verizon Response: Verizon and the City will be executing a Land Lease Agreement addressing terms related to the facility and associated non-exclusive easement/s. The Land Lease Agreement includes an Exhibit B depicting the facility lease area and non-exclusive easement/s.

Please see Exhibit B to the Land Lease Agreement (included in this resubmittal), for all Legal Descriptions.

Comment No. 2

Z-1 Proposed easement is not designed in compliance with City Code: Per CWPMC 17.40.170 "Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where the rear lot line abuts on property outside of the subdivision of which there are no easements provided for of at least ten feet in width, then the easement or alley on the rear lot lines in the subdivision shall be at least twenty feet in width. Side lot easements, where necessary shall be at least ten feet in width, five feet of which shall be on each side of a common lot line. Where required, easements for public sewer or water shall be required with the width to be determined in accordance with the city engineering specifications." Bschrmitt

Verizon Response: Title 17 of the City Code applies to the subdivision of land and the subsequent development of the subdivided plat – not communication facilities. Verizon is proposing a communication facility within an unsubdivided 25'-0" x 25'-0" lease area. No subdivision of land is proposed or associated with the facility. Thus, the Code provision in Comment No. 2 does not apply to this Special Use Permit application. Additionally, Comment No. 2 makes it impossible to bring power and fiber to Verizon's proposed lease area within said easement as the Verizon lease area is more than 10' from the property line.

KAPPA CONSULTING, LLC

Per a call to CJ Gates on January 24, 2023, Verizon proposes to run its required utilities through existing on-site easements as feasible. Verizon will create the non-exclusive easement/s required to bring access and utilities to its site where no existing or usable easements exist. Please see Final Survey and Exhibit B to the Land Lease Agreement (included in this resubmittal) for all existing easements and proposed non-exclusive easements.

Comment No. 3

Z-1 This parcel and access are not owned by the City of Woodland Park. An access agreement will need to be developed with the RE-2 School district, and sidewalk/driveway improvements will need to be made to protect the City sidewalk infrastructure from cracking as vehicles/equipment access the site.
Bschmitt

Verizon Response: All proposed non-exclusive easements have been routed within the subject City parcel.

Comment No. 4

Z-1 Include on-site topography at two-foot contour intervals referenced to U.S Geological Survey datum.
Cgates

Verizon Response: The updated and revised Plan Set is included with this resubmittal. The Project Scope on Sheet Z1 has been revised to add on-site topography at two-foot contour intervals.

Comment No. 5

Z-1 Include easement information on Site Plan from the subdivision plat for this parcel. Cgates

Verizon Response: The updated and revised Plan Set is included with this resubmittal. Sheet Z1 has been revised to include easement information shown on the Woodland Aquatic Center survey Recorded March 28, 2016, in Instrument No: 686850.

Comment No. 6

Z-1 Ensure all proposed fiber and power lines run through existing platted utility easements. Cgates

Verizon Response: Per a call to CJ Gates on January 24, 2023, Verizon proposes to run its required utilities through existing on-site easements as feasible. Verizon will create the non-exclusive easement/s required to bring access and utilities to its site where no existing or usable easements exist. Please see Final Survey and Exhibit B to the Land Lease Agreement (included in this resubmittal) for all existing easements and proposed non-exclusive easements.

Comment No. 7

Z-4 Include color samples for all color/paint references. A color illustration of proposed structure is recommended. Cgates

Verizon Response: The updated and revised Plan Set is included with this resubmittal. A full color Photo Simulation has been included on Sheet P2 of the revised Plan Set. Color samples, if required, can be provided after the project and final exterior facility colors have been approved by the City.

Comment No. 8

Z-4 Call out exterior facing materials used on proposed facility. Cgates

KAPPA CONSULTING, LLC

Verizon Response: The updated and revised Plan Set is included with this resubmittal. Sheet Z4 includes a note stating proposed materials will match or mimic existing building materials.



CSP KELLY NSB
STEALTH TOWER
ZONING DRAWINGS

SITE ADDRESS

ADDRESS TBD
WOODLAND PARK, CO 80863

SITE COORDINATES

LATITUDE: 38.9951316
LONGITUDE: -105.0470133

PROJECT TEAM

KIMLEY HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER ST, SUITE 1500
DENVER, CO 80237
ATTN: MATT FLECK - (720) 647-6159

VERIZON WIRELESS
10000 PARK MEADOWS DRIVE, SUITE 200
LONE TREE, CO 80124

RF ENGINEER:
JOSEPH DAVIS
JOSEPH.DAVIS@VERIZONWIRELESS.COM

CONSTRUCTION:
ANDREW COLE
CONSTRUCTION ENGINEER
ANDREW.COLE@VERIZONWIRELESS.COM

VZW REAL ESTATE:
MAUREEN LOPEZ
MAUREEN.LOPEZ@VERIZONWIRELESS.COM

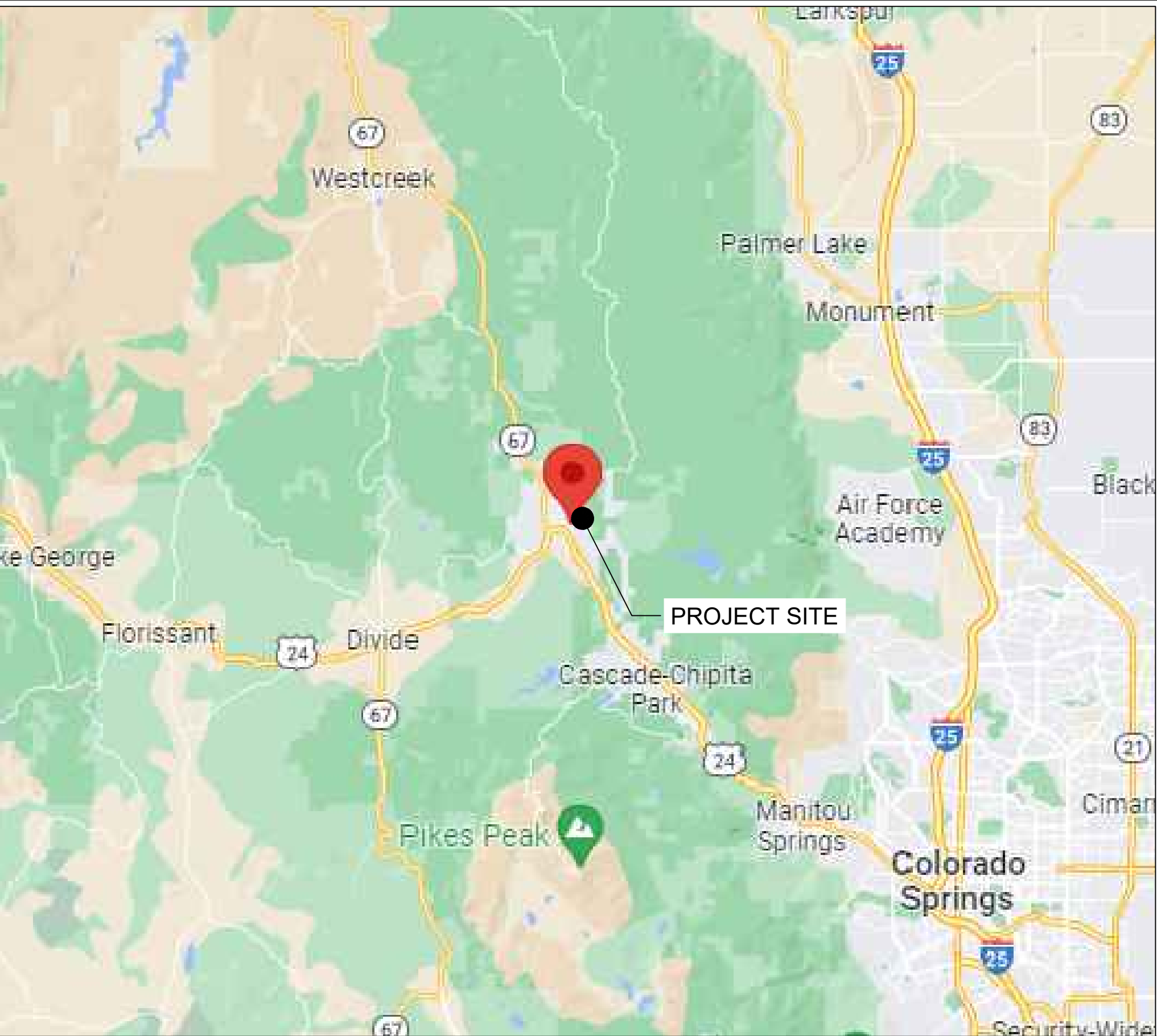
SITE ACQUISITION:
KELLY HARRISON
KAPPA CONSULTING
KHARRISON@YMAIL.COM

PROJECT INFORMATION

JURISDICTION:	CITY OF WOODLAND PARK & (PPRBD) PIKES PEAK REGIONAL BUILDING DEPARTMENT
ZONING:	PUBLIC/ SEMI-PUBLIC LAND P/SPL
PARCEL NUMBER:	APN: R0056166
ELEVATION:	(NAVD 88) ± 8462.0'
STRUCTURE TYPE:	STEALTH TOWER
STRUCTURE HEIGHT:	60'-0"
ANTENNA RAD CENTER:	55'-3" & 53'-3"
APPLICANT:	VERIZON WIRELESS
ENGINEER:	KIMLEY-HORN AND ASSOCIATES, INC.
ENGINEERING CONTACT:	MATT FLECK 4582 SOUTH ULSTER ST, SUITE 1500 DENVER, CO 80237 (720) 647-6159

CODE ANALYSIS

BUILDING CODE:	IBC 2015
ELECTRICAL CODE:	NEC 2020
FIRE SAFETY CODE:	IFC 2015
USE GROUP:	U-UTILITY
CONSTRUCTION TYPE:	IIB



REGIONAL MAP



VICINITY MAP

SHEET INDEX

NAME	DESCRIPTION
T-1	TITLE SHEET
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	COMPOUND AND ANTENNA PLAN
Z-4	ELEVATION
Z-5	ANTENNA SPEC SHEETS
Z-6	ANTENNA SPEC SHEETS
Z-7	ANTENNA/RADIO SPEC SHEETS
Z-8	ANTENNA SCHEDULE
P-1	EXISTING PHOTO SIM
P-2	PROPOSED PHOTO SIM

PROJECT SUMMARY

- THIS PROJECT CONSISTS OF THE INSTALLATION OF:
- INSTALL (1) NEW STEALTH TOWER, ANTENNA MOUNTS, AND FOUNDATION
 - INSTALL (3) NHHS4-65B-R3B ANTENNAS
 - INSTALL (3) NHHSS-65B-R2BT4 ANTENNAS
 - INSTALL (3) AIR 6449 ANTENNAS
 - INSTALL (3) 4449 RRH, (3) 4408 RRH, & (3) 8843 RRH
 - INSTALL (2) 4520 OVP'S & (2) 6627 OVP'S
 - INSTALL (3) NEW EQUIPMENT CABINETS ASSOCIATED EQUIPMENT
 - RUN NEW FIBER, ELECTRIC CABLES, AND OTHER ASSOCIATED UTILITIES TO THE PROJECT SITE AND PROPOSED POLE LOCATION

REFERENCED DOCUMENTS:
RFDS: 10/04/2022 EME: TBD MACRO CALC: TBD
VERIFY THE MOST CURRENT DOCUMENTS PRIOR TO CONSTRUCTION

DRIVING DIRECTIONS

- START FROM 10000 PARK MEADOWS DRIVE LONE TREE, CO 80124
- DEPART AND HEAD EAST ON PARK MEADOWS DR
- ROAD NAME CHANGES TO E LINCOLN AVE
- TURN LEFT ONTO E LINCOLN AVE
- TAKE THE RAMP ON THE RIGHT FOR I-25 SOUTH AND HEAD TOWARD COLO SPGS
- AT EXIT 141, HEAD ON THE RAMP RIGHT AND FOLLOW SIGNS FOR US-24 WEST
- TURN RIGHT ONTO US-24 W / W US HIGHWAY 24
- TURN RIGHT ONTO PIKES PEAK AVE
- TURN LEFT ONTO S BALDWIN ST AND THE SITE WILL BE LOCATED AT 111 N BALDWIN ST. (WOODLAND AQUATIC CENTER)

THE FOLLOWING CERTIFICATIONS SHALL BE SHOWN AND EXECUTED ON SITE PLANS THROUGH THE PUBLIC HEARING PROCESS:

(I, WE) HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNERS OF THIS PROPERTY AND THAT (I, WE) SHALL ABIDE BY THE PROVISIONS AS SPECIFIED UPON THIS SITE PLAN, AS PRESENTED, AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK IN RENDERING ITS APPROVAL.

DATE _____ OWNER(S) _____

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS SITE PLAN WAS APPROVED, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN, CITY OF WOODLAND PARK, PLANNING DEPARTMENT, BY THE CITY OF WOODLAND PARK PLANNING COMMISSION ON _____, 20____, AFTER A PROPERLY CONDUCTED PUBLIC HEARING BY THE CITY COUNCIL HELD ON _____, 20____.

DATE _____ CITY PLANNER _____
CITY OF WOODLAND PARK



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:



4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: _____ DATE: _____ DESCRIPTION: _____ BY: _____

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: _____ CHECKED BY: _____

BAB

MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

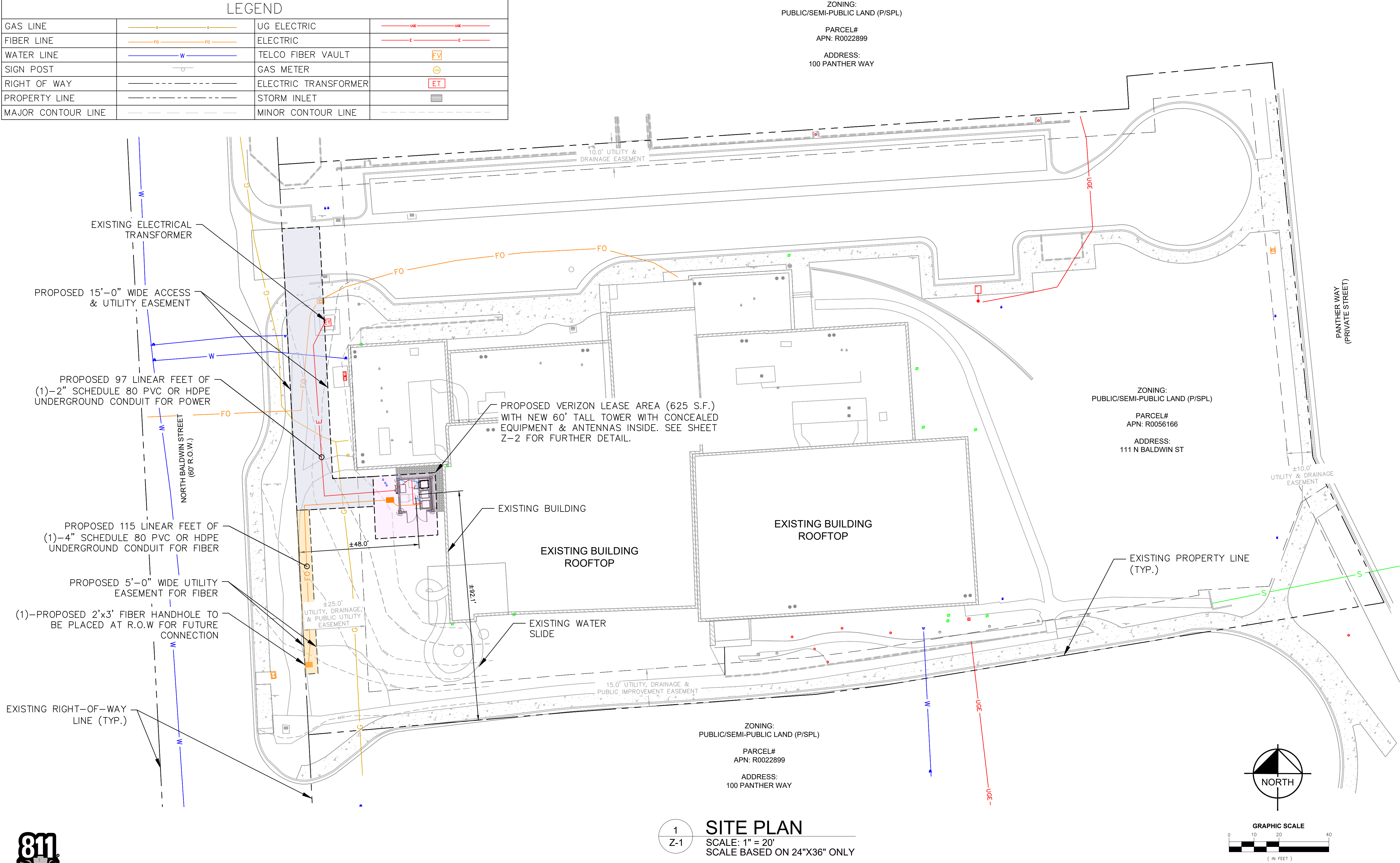
SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

COLOR STANDARDS			
GRAY #1 (E) EASEMENT		ORANGE FIBER	
PURPLE (P) LEASE AREA		TAN ANTENNAS	
BLUE GRAY ACCESS/UTILITY		RED PENETRATIONS	
BLUE #1 HYBRID CABLES/COAX		UMBER (P) UTILITY EASEMENT	
BLUE #2 RRHs		GRAY #2 WALL HATCH	
GREEN DC POWER		GRAY #3 EXISTING	
LEGEND			
GAS LINE		UG ELECTRIC	
FIBER LINE		ELECTRIC	
WATER LINE		TELCO FIBER VAULT	
SIGN POST		GAS METER	
RIGHT OF WAY		ELECTRIC TRANSFORMER	
PROPERTY LINE		STORM INLET	
MAJOR CONTOUR LINE		MINOR CONTOUR LINE	



verizon

10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
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DRAWN BY: CHECKED BY:

BAB

MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

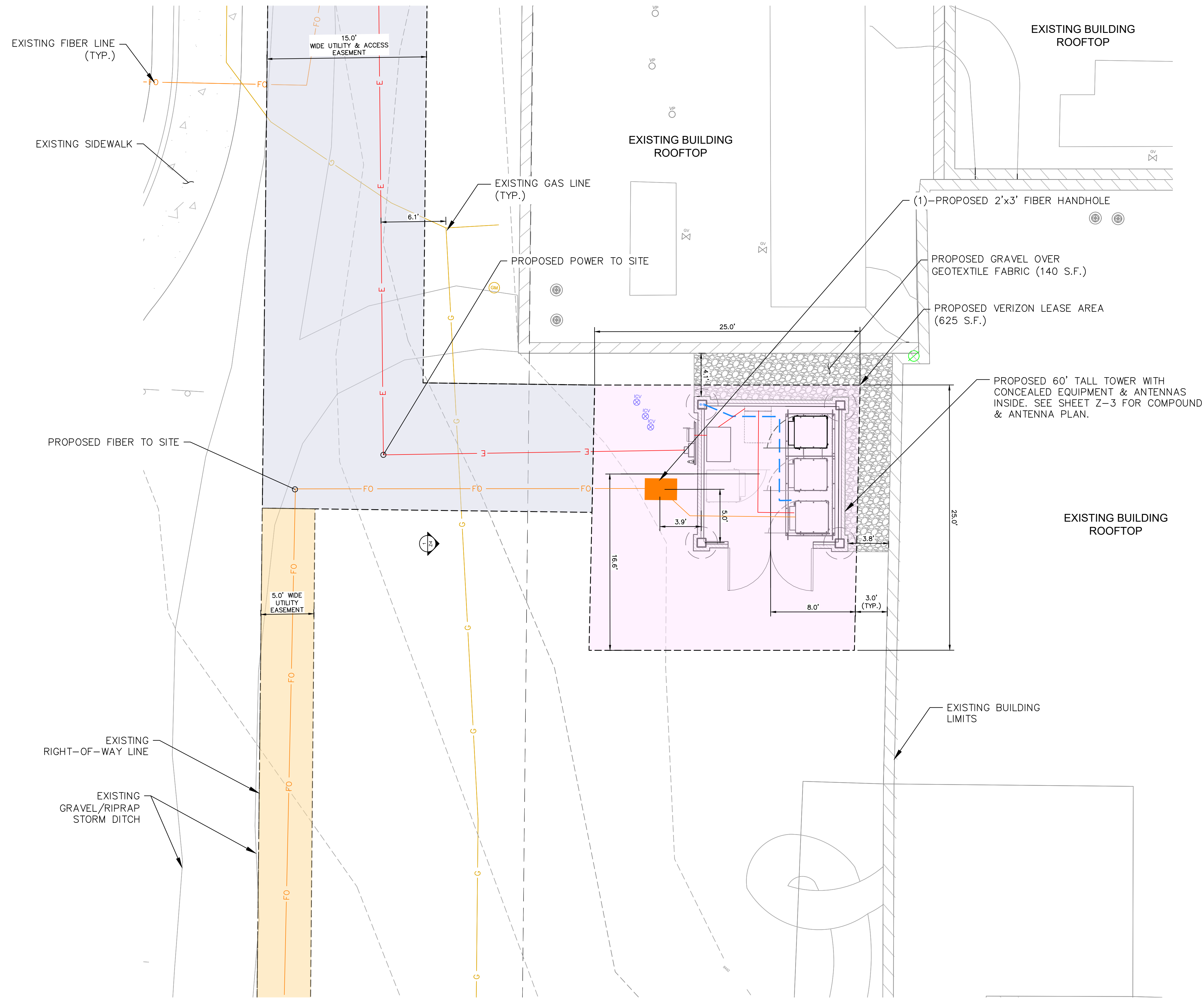
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

SITE PLAN

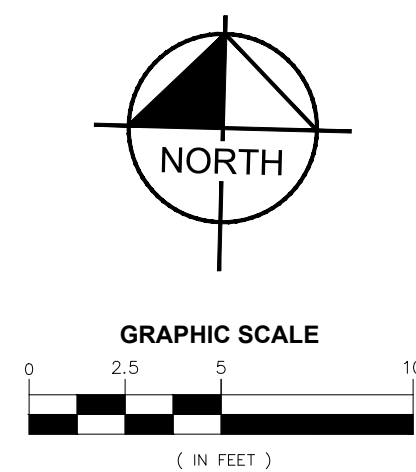
SHEET NUMBER:

Z-1



1
Z-2

ENLARGED SITE PLAN
SCALE: 1" = 5'
SCALE BASED ON 24"x36" ONLY



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:



4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: CHECKED BY:

BAB **MFF**

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

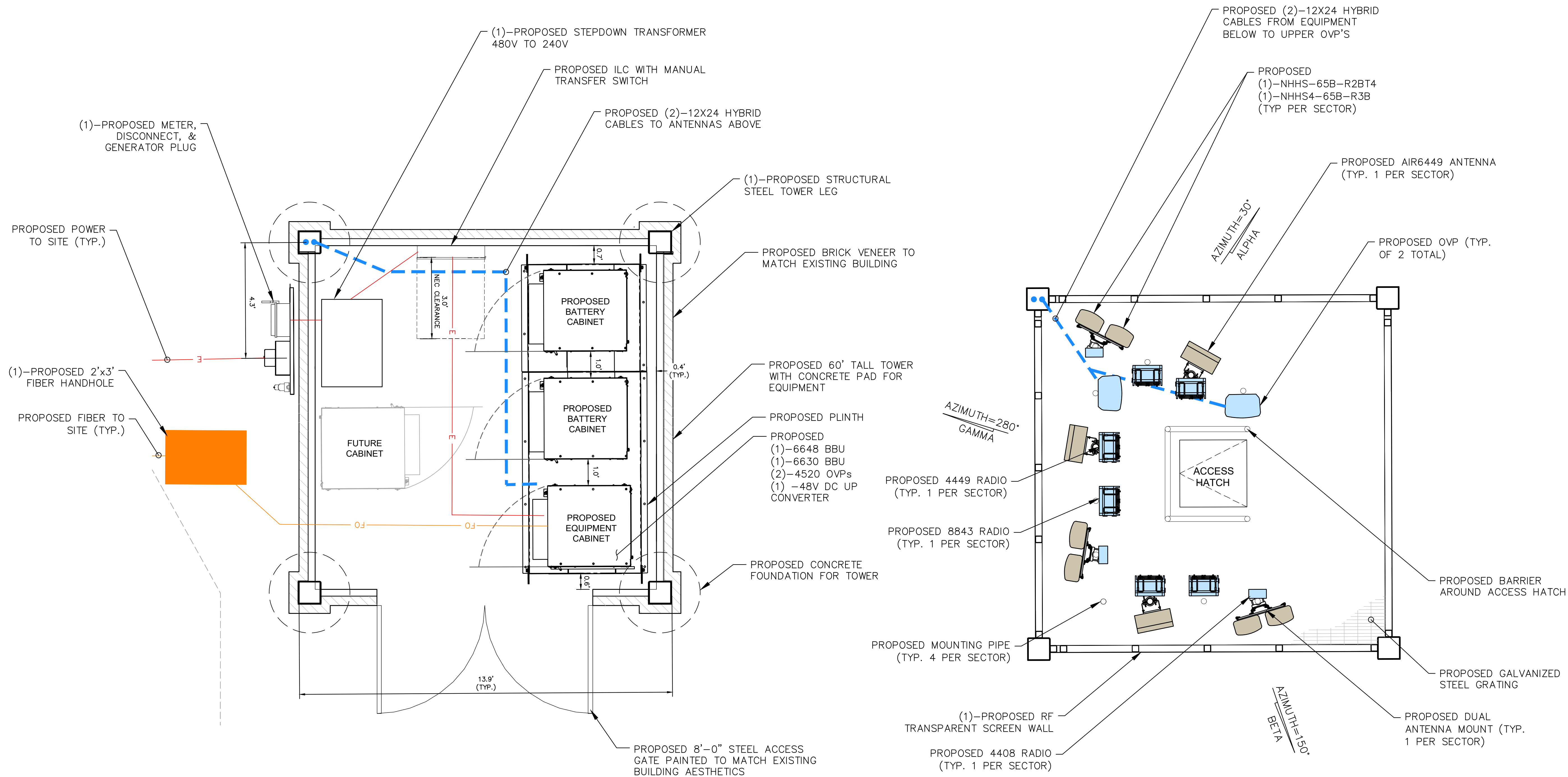
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

**ENLARGED
SITE PLAN**

SHEET NUMBER:

Z-2



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:



4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: CHECKED BY:

BAB

MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

PROJECT INFORMATION:

CSP KELLY NSB

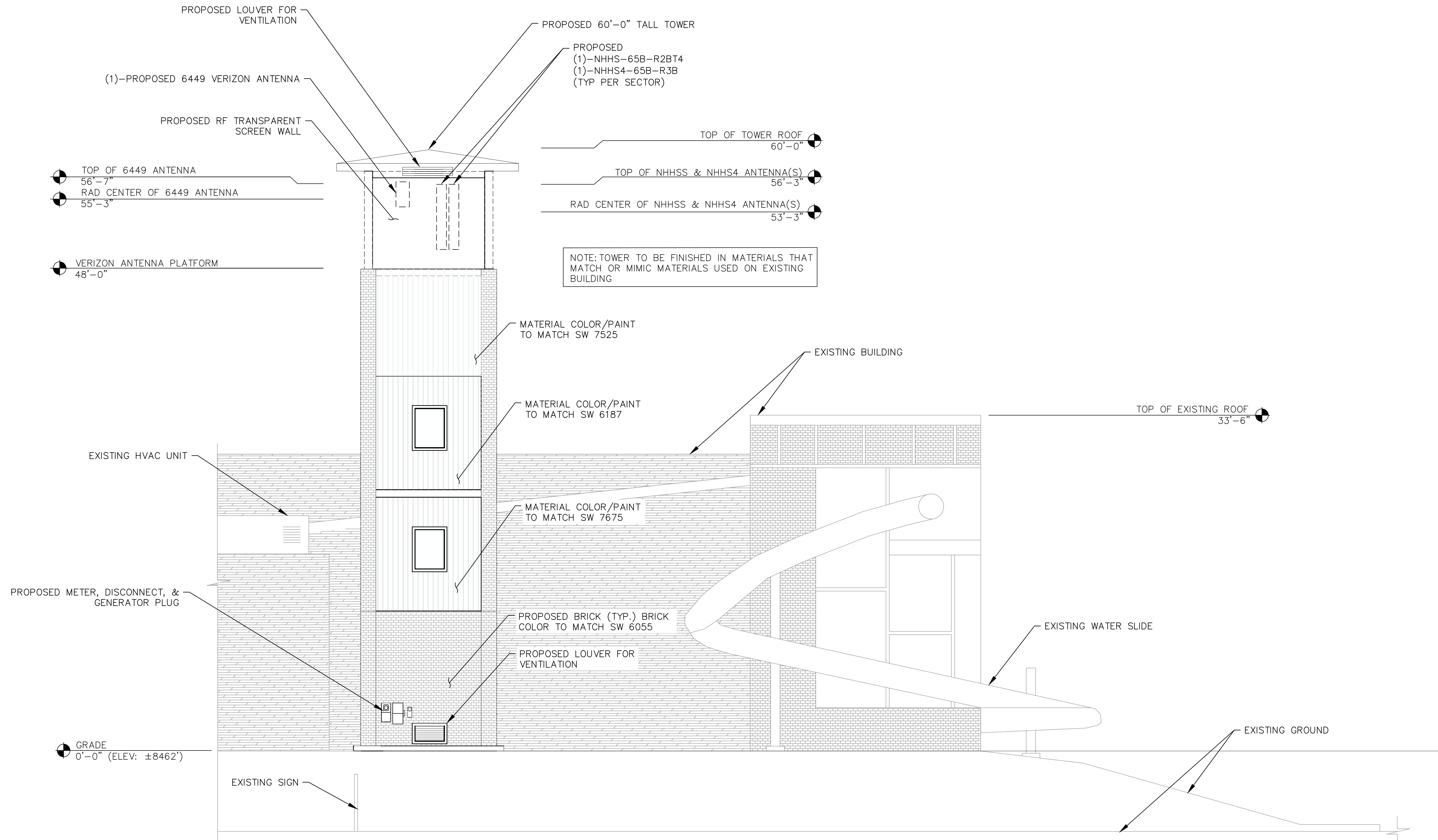
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

COMPOUND AND
ANTENNA PLAN

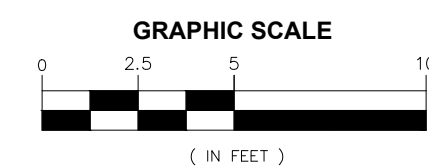
SHEET NUMBER:

Z-3



1
Z-4
PROPOSED ELEVATION
SCALE: 1" = 5'
SCALE BASED ON 24"X36" ONLY

ATTENTION TO PROPERTY OWNER
FOR ALL REFERENCES FOR MATERIAL/COLOR TO MATCH
THE SPECIFIED COLOR IS:
SHERWIN WILLIAMS SW 6055, SW 7525, SW 6187, & SW 7675
CONTACT KIMLEY-HORN FOR ANY DISCREPANCIES.



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:



4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: CHECKED BY:

BAB **MFF**

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB
ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

**PROPOSED
ELEVATION**

SHEET NUMBER:

Z-4



AIR 6449 B77D/ C-BAND

- Advanced Antenna System (AAS)
- 64TX/64RX with 192 AE
- Up to 320W RF Power
- EIRP up to 79 dBm
- Up to 200 MHz CBW with 64TX
- Max total carrier BW is 200 MHz for NR
- Support number of layers: DL/UL 16/8

AIR 6449 B77D/ C-Band	Height	Width	Depth	Weight
wo protruding items	30.4 In (772 mm)	15.9 In (403 mm)	8.1 In (205 mm)	88.0 lbs (39.9 Kg)
w protruding items	30.8 In (783 mm)	16.1 In (408 mm)	10.8 In (273 mm)	

- 4 x 25 Gbps eCPRI, (compatible to 10G) eCPRI SFP28
- 48 VDC, max ~ 1360W (80%TX-20%RX), Typical TBD
- 40 to +55 °C, (Incl Solar Load)

Now confirmed
max measurements/ will not exceed



12-Feb-2021 Commercial in Confidence | Page 1

1
Z-7 AIR 6449 ANTANNA/RADIO SPEC SHEET
SCALE: N.T.S.

RADIO 4408

The micro Radio 4408 is part of the Ericsson Radio System portfolio. Radio 4408 has best in class design, superior radio performance and power efficiency when it comes to medium range 3GPP radio products.

Radio 4408 has, by use of its small and smart dimensions, support for a wide range of mounting scenarios and has a pioneering flexibility within its product segment. With the Radio 4408, Ericsson evolves the micro radio portfolio to become even more flexible thus making it easier than ever to make small and efficient single and multi-band micro radio installations.

The Radio 4408 supports installations with integrated or external antenna systems and can be used by the versatile optical CPRI interface be connected to any of the efficient Ericsson Baseband LTE modules by use of star or cascade configurations supporting multi sector and multi band.

Radio 4408 supports LTE TDD with four duplex TX/RX branches supporting up to 4 x 5 W output power.



Below on the right side you see a picture of the Radio 4408 mounted on a lamp pole. The picture beside it shows the back part of the Radio 4408, the support system in which the wall mount and pole mount are integrated.



Technical specification for Radio 4408	
FREQUENCY BANDS	
Bands:	B38A, B40U, B41, B42, B43, B46, B77C
HW CAPACITY	
Carrier capacity:	Up to 6 LTE carriers, Up to 100MHz NR carrier bandwidth
IBW:	Up to 150MHz
MMO:	Yes, 4T4R
Output power:	4 x 5 W
INTERFACE SPECIFICATIONS	
Antenna ports:	4 x NEX10 (f)
CPRI:	2 x 2.5/10 Gbps (exchangeable SFP modules)
Optical indicators:	6
External alarms:	2
Field ground:	1
MECHANICAL SPECIFICATIONS	
Weight:	< 5 kg
Volume:	4 liters including mounting bracket and esthetic front cover HWD=200x200x102mm without protruding HWD=213.5x200x105mm with protruding
Mounting:	Rail, wall and pole mount
ELECTRICAL SPECIFICATIONS	
Power Supply:	-48 VDC or 100 - 250 VAC
ENVIRONMENTAL SPECIFICATIONS	
Normal operating temp.:	-40 °C to +55 °C (cold start at -40 °C)
Relative Humidity:	5 - 100%
Environment:	Outdoor class with IP65

2019-09-09
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www.ericsson.com

1/287 81-FGC 181.3678 Uen Rev A
The content of this document is subject to revision without notice.
Ericsson shall have no liability for any error or damage of any kind
resulting from the use of this document.

2
Z-7 4408 RADIO SPEC SHEET
SCALE: N.T.S.

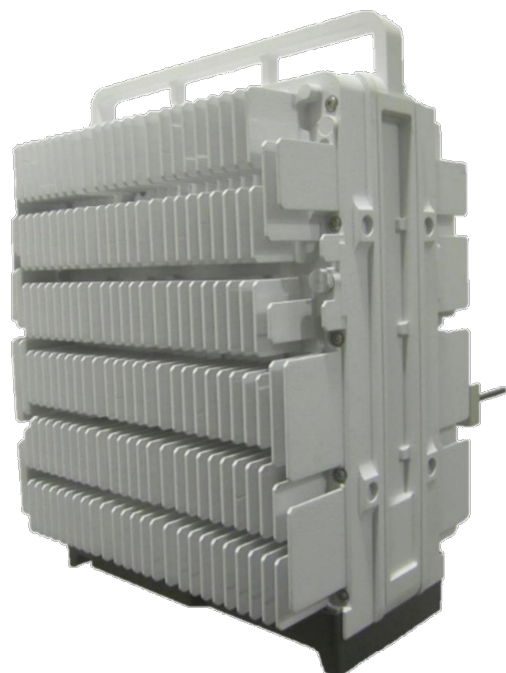
RADIO 8843 – B2 & B66A
4TX 4RX PER BAND

- 8 antenna ports, 4TX/4RX for 2 bands with separate RF ports
- Up to 320W RF Power shared between 2 bands
 - Examples:
 - 4x40W on each band or
 - 4x20W on B2 and 4x60W on Band 66A
 - 2x60W on Band 2 and 2x80W on Band 66A
- Carrier Capacity:
 - Up to 24 carrier and up to 60+70 MHZ OBW for LTE
- 2 x 10 Gbps CPRI
- Size and Weight:

Radio 8843 - B2 & B66A	Height	Width	Depth	Weight
wo protruding items	15 In (380 mm)	13.2 In (335 mm)	11.1 In (282 mm)	75 lbs (34.02 Kg)
w protruding items	18 In (455 mm)	13.2 In (335 mm)	11.3 In (287 mm)	

- 48 VDC
- 2x26A fuse (2 power connectors, 2 or 3 wire) (26A for 4x60W)
- AISG TMA & RET support (2 Bias-T, 1 ALD port)
- Type 4.3-10 RF connectors
- 2 external alarms
- IP 65, -40 to +55 °C

Now confirmed max measurements/ will not exceed



Portrait Mount Only

2019-05-11 | | Page 5

3
Z-7 8843 RADIO SPEC SHEET
SCALE: N.T.S.

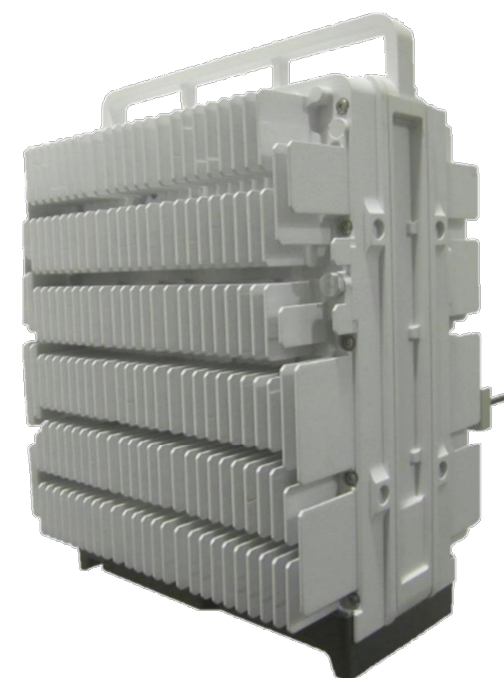
RADIO 4449 – B13 & B5
4TX 4RX PER BAND

- 4 antenna ports, 4TX/4RX for 2 bands with common RF ports
- Up to 320W RF Power shared between 2 bands
 - Examples:
 - 4x40W on each band or
 - 2x60W each band on two high-power RF ports
- Carrier Capacity:
 - Up to 24 carrier and up to 10+25 MHZ OBW for LTE
- 2 x 10 Gbps CPRI
- Size and Weight:

Radio 4449 - B13& B5	Height	Width	Depth	Weight
wo protruding items	15 In (380 mm)	13.2 In (335 mm)	9.3 In (235 mm)	70 lbs (31.7 Kg)
w protruding items	18 In (455 mm)	13.2 In (335 mm)	9.4 In (240 mm)	

- 48 VDC
- 2x20A fuse (2 power connectors, 2 or 3 wire)
- AISG TMA & RET support (2 Bias-T, 1 ALD port)
- Type 4.3-10 RF connectors
- 2 external alarms
- IP 65, -40 to +55 °C

Now confirmed max measurements/ will not exceed



Portrait Mount Only



2019-05-11 | | Page 4

4
Z-7 4449 RADIO SPEC SHEET
SCALE: N.T.S.

verizon

10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: CHECKED BY:

BAB

MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

ANTENNA/RADIO
SPEC SHEETS

SHEET NUMBER:

Z-7

ANTENNA SCHEDULE*											
ANTENNA SECTOR	ANTENNA POSITION	ANTENNA*	REMAIN/PROPOSED	LENGTH	WIDTH	DEPTH	WEIGHT (POUNDS)	HORIZONTAL DISTANCE ADJACENT BUILDING	VERTICAL DISTANCE FROM C.O.R. TO UPPER PARAPET	VERTICAL DISTANCE FROM C.O.R. TO GRADE	QTY.
ALPHA	1	—	—	—	—	—	—	414'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NHHSS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	30.4"	15.9"	8.1"	88		N/A	55'-3"	1
BETA	1	—	—	—	—	—	—	245'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NHHSS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	30.4"	15.9"	8.1"	88		N/A	55'-3"	1
GAMMA	1	—	—	—	—	—	—	135'	—	—	N/A
	2	NHHS4-65B-R3B	PROPOSED	71.9"	13.8"	8.2"	59		N/A	53'-3"	1
	3	NHHSS-65B-R2BT4	PROPOSED	71.9"	11.8"	7.1"	51		N/A	53'-3"	1
	4	AIR 6449 PANEL/RADIO	PROPOSED	30.4"	15.9"	8.1"	88		N/A	55'-3"	1

* REFER TO FINAL RFDS PRIOR TO CONSTRUCTION



10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:



4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
B	10/24/22	CSP KELLY NSB ZDs	BAB
A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: CHECKED BY:

BAB

MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

ANTENNA
SCHEDULE

SHEET NUMBER:

Z-8



1
P-1

EXISTING PHOTO SIMULATION

verizon

10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

D	01/26/23	CSP KELLY NSB ZDs	MAK
C	12/05/22	CSP KELLY NSB ZDs	JCH
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A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: CHECKED BY:

BAB

MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

PHOTO SIMULATION

SHEET NUMBER:

P-1



1
P-2

PROPOSED PHOTO SIMULATION

verizon

10000 PARK MEADOWS DRIVE,
SUITE 200, LONE TREE, CO 80124

PLANS PREPARED BY:

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION: BY:

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A	09/27/22	CSP KELLY NSB ZDs	BAB

DRAWN BY: CHECKED BY:

BAB	MFF
-----	-----

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

PHOTO SIMULATION

SHEET NUMBER:

P-2

SURVEYOR NOTES

- ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY U.S. TITLE SOLUTIONS, ORDER NO.: UST72089 EFFECTIVE DATE: 08/25/2022.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
- SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

FLOOD ZONE DESIGNATION

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 08119C0206D DATED 09/25/2009.

FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

PROJECT META DATA

- ELEVATIONS SHOWN HEREON ARE REPRESENTED IN *NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)* ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 12B SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
- BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *COLORADO STATE PLANE COORDINATE ZONE CENTRAL*, DETERMINED BY GPS OBSERVATIONS.
- FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 08/18/22.

LESSOR'S LEGAL DESCRIPTION (APN: R0056166)

LOT 1, AS SHOWN ON THE WOODLAND AQUATIC CENTER PLAT, IN INSTRUMENT NO. 686850, RECORDED MARCH 28TH 2018 IN TELLER COUNTY, COLORADO.

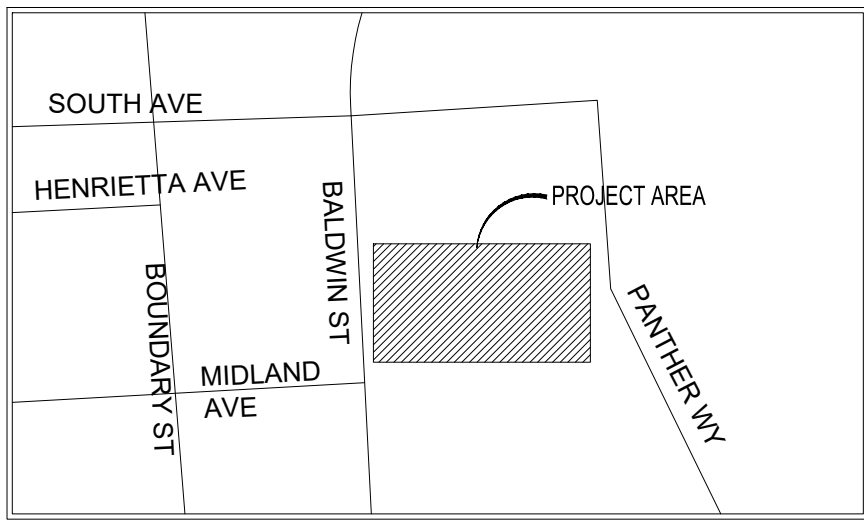
SCHEDULE B EXCEPTIONS

- (5.2) WOODLAND AQUATIC CENTER RECORDED MARCH 28, 2016, IN INSTRUMENT NO: 686850.

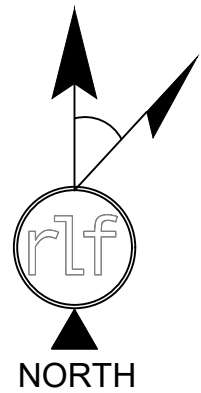
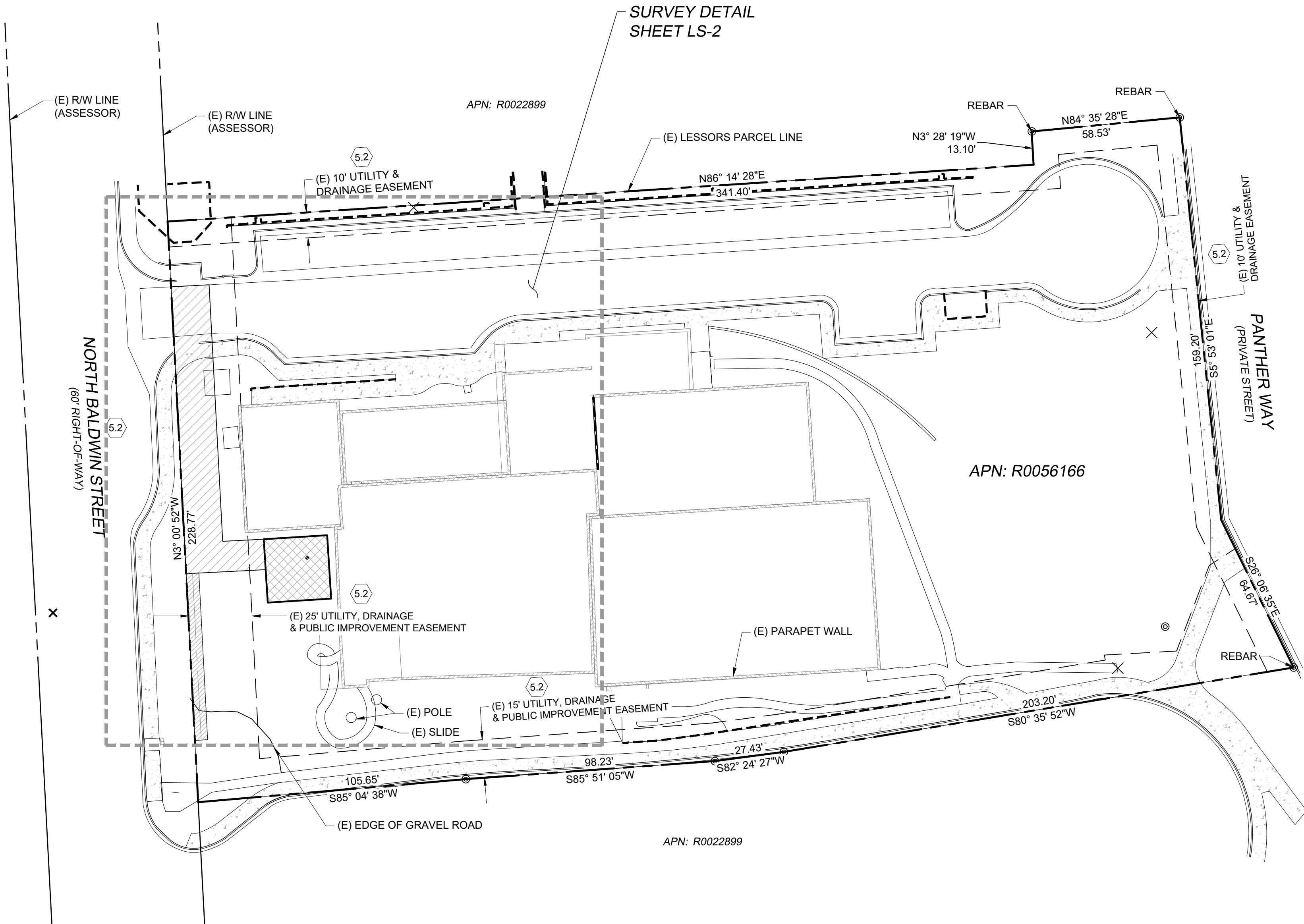
ITEMS 1 THRU 5.1 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN GRAPHICALLY PLOTTABLE EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES. THE SURVEYOR CANNOT GUARANTEE THAT NON-PLOTTABLE ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.

LEGEND

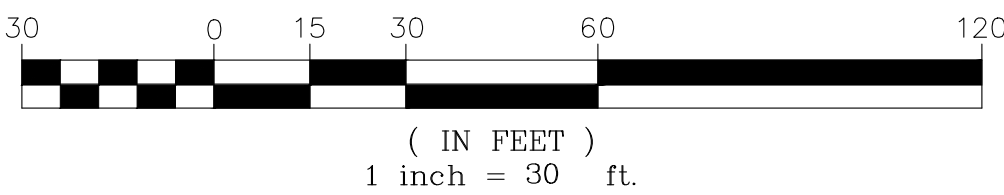
- REBAR
 - LIGHT POST
 - AIR CONDITIONING UNIT
 - VENT PIPE
 - ROOF DRAIN
 - GAS VALVE
 - SANITARY SEWER CLEANOUT
 - STORM DRAIN GRATE
 - SIGN
 - SCHEDULE B HEX
 - POSITION OF GEODETIC COORDINATES
 - PROPERTY LINE
 - RIGHT-OF-WAY LINE
 - U/G ELECTRIC LINE
 - U/G FIBER OPTIC LINE
 - FINISH SURFACE
- UGE --- UGE ---
--- FO --- FO ---
FS



VICINITY MAP
N.T.S.



GRAPHIC SCALE



verizon

8350 EAST CRECENT PARKWAY ST. 200
GREENWOOD VILLAGE, CO 80111

Kimley»Horn

655 NORTH FRANKLIN STREET
SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

FIELD BY:

PAC

DRAWN BY:

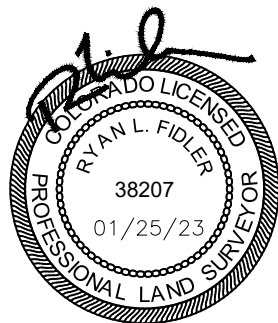
GAC

CHECKED BY:

RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	01/25/23	FINAL
1	01/23/23	TITLE REVIEW
0	09/13/22	PRELIMINARY



REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

PROJECT No.

08002443

SITE NAME:

CSP KELLY

SITE ADDRESS:

111 N BALDWIN ST
WOODLAND PARK, CO 80863

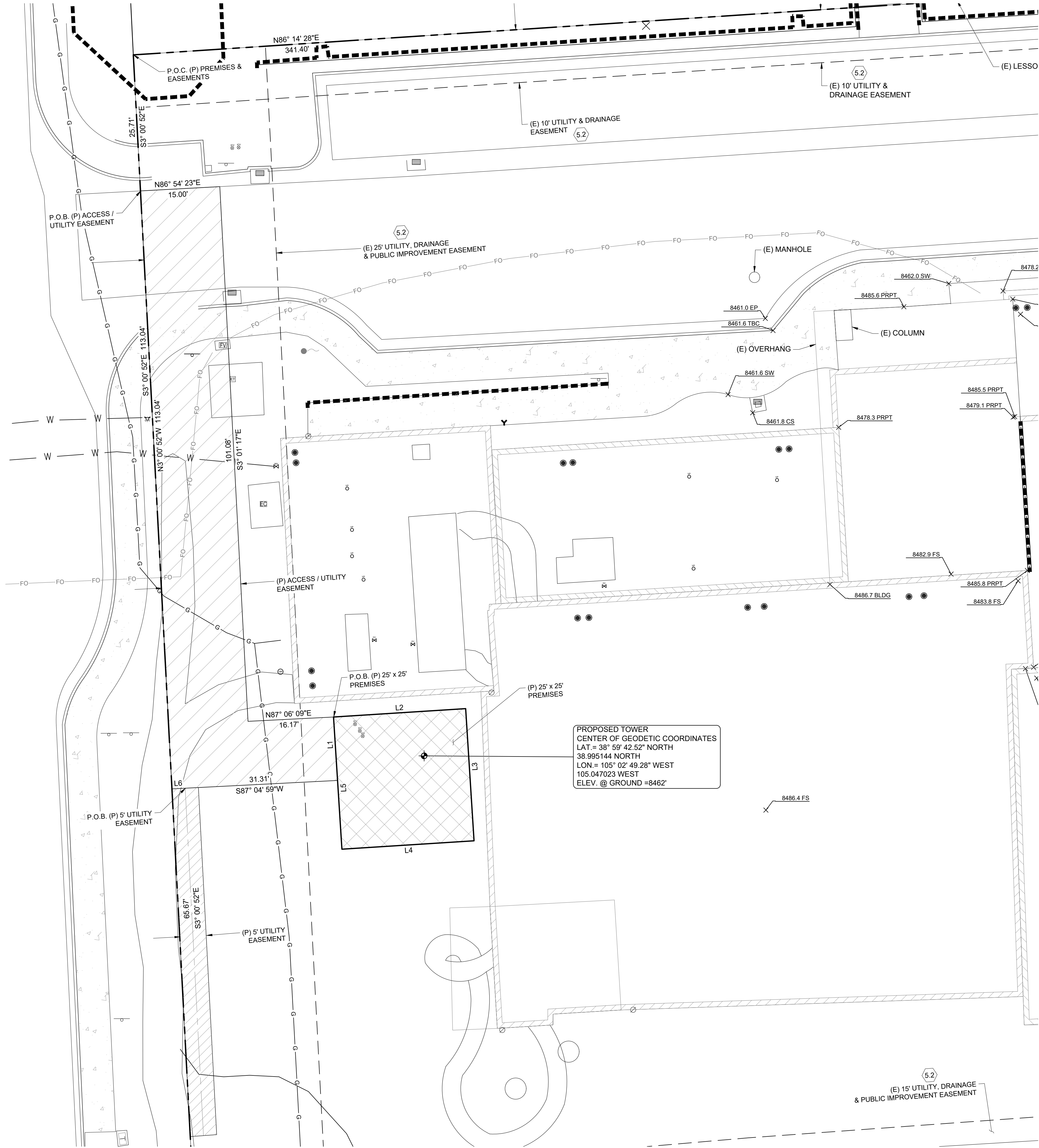
SHEET TITLE:

BOUNDARY DETAIL

SHEET NO.

LS-1

REVISION:



LEGEND

- REBAR
- LIGHT POST
- AIR CONDITIONING UNIT
- VENT PIPE
- ROOF DRAIN
- GAS VALVE
- SANITARY SEWER CLEANOUT
- STORM DRAIN GRATE
- SIGN
- SCHEDULE B HEX
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- U/G ELECTRIC LINE
- U/G FIBER OPTIC LINE
- FINISH SURFACE

LESSEE'S ACCESS / UTILITY EASEMENT LEGAL DESCRIPTION
A PORTION OF LOT 1, AS SHOWN ON THE WOODLAND AQUATIC CENTER PLAT, IN INSTRUMENT NO. 686850, RECORDED MARCH 28TH 2018 IN TELLER COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED PARCEL ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, WHICH THE SOUTHWEST CORNER OF LOT 1 BEARS SOUTH 03°00'52" EAST, 228.77 FEET; THENCE SOUTH 03° 00'52" EAST, 25.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 86°54'23" EAST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 03°01'17" EAST, A DISTANCE OF 101.08 FEET;
THENCE NORTH 87°06'09" EAST, A DISTANCE OF 16.17 FEET;
THENCE SOUTH 03°37'39" EAST, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 87°04'59" WEST, A DISTANCE OF 31.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET;
THENCE NORTH 03°00'52" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 113.04 FEET TO THE POINT OF BEGINNING.

LESSEE'S 25' x 25' PREMISES LEGAL DESCRIPTION
A PORTION OF LOT 1, AS SHOWN ON THE WOODLAND AQUATIC CENTER PLAT, IN INSTRUMENT NO. 686850, RECORDED MARCH 28TH 2018 IN TELLER COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED PARCEL ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, WHICH THE SOUTHWEST CORNER OF LOT 1 BEARS SOUTH 03°00'52" EAST, 228.77 FEET; THENCE SOUTH 03° 00'52" EAST, 25.71 FEET;
THENCE NORTH 86°54'23" EAST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 03°01'17" EAST, A DISTANCE OF 101.08 FEET;
THENCE NORTH 87°06'09" EAST, A DISTANCE OF 16.17 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 86°22'21" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 03°37'39" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 86°22'21" WEST, A DISTANCE OF 25.00 FEET;
THENCE NORTH 03°37'39" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

LESSEE'S 5' UTILITY EASEMENT LEGAL DESCRIPTION
A PORTION OF LOT 1, AS SHOWN ON THE WOODLAND AQUATIC CENTER PLAT, IN INSTRUMENT NO. 686850, RECORDED MARCH 28TH 2018 IN TELLER COUNTY, COLORADO,

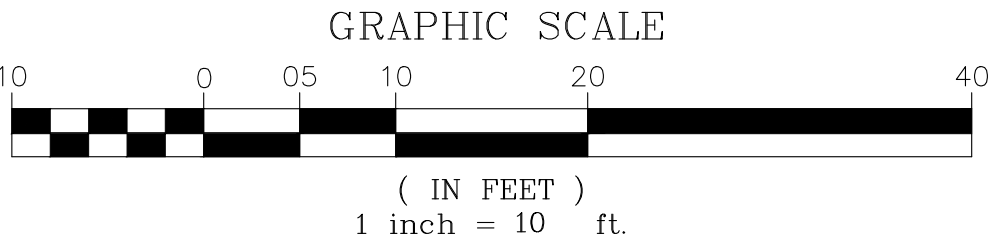
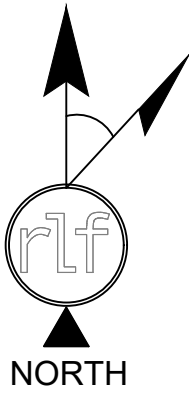
A 5.00 FOOT STRIP OF LAND LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED PARCEL ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, WHICH THE SOUTHWEST CORNER OF LOT 1 BEARS SOUTH 03°00'52" EAST, 228.77 FEET; THENCE SOUTH 03° 00'52" EAST, 25.71 FEET; THENCE CONTINUING ALONG EASTERLY RIGHT-OF-WAY LINE SOUTH 03°00'52" EAST, A DISTANCE OF 113.04 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE NORTH 87°04'59" EAST, A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 03°00'52" EAST, A DISTANCE OF 65.67 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES OF DESCRIBED EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS PARCEL.

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00	S3° 37' 39"E
L2	25.00	N86° 22' 21"E
L3	25.00	S3° 37' 39"E
L4	25.00	S86° 22' 21"W
L5	25.00	N3° 37' 39"W
L6	2.50	N87° 04' 59"E



8350 EAST CRECENT PARKWAY ST. 200
GREENWOOD VILLAGE, CO 80111

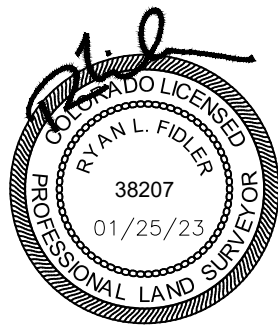


655 NORTH FRANKLIN STREET
SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

FIELD BY:	PAC
DRAWN BY:	GAC
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	01/25/23	FINAL
1	01/23/23	TITLE REVIEW
0	09/13/22	PRELIMINARY



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PROJECT No.
08002443
SITE NAME:
CSP KELLY

SITE ADDRESS:
111 N BALDWIN ST
WOODLAND PARK, CO 80863

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO.
LS-2
REVISION:

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between The City of Woodland Park, a Colorado home rule municipality, with its principal offices located at 220 W South Avenue, P.O. Box 9007, Woodland Park, Colorado 80866 ("LESSOR"), and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 111 N. Baldwin Street, Woodland Park, County of Teller, State of Colorado 80863, APN 6031.192280010 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 625 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. Prior to execution of this lease, LESSEE will provide a drawing of the property showing the footprint of the tower on said property. This drawing will be appended to this agreement as part of Exhibit "B." LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety, provided that the footprint of the tower is precisely shown on such survey. The specific equipment covered by this Agreement, as well as materials, construction and architectural compatibility requirements for the tower structure are depicted in Exhibit "B." LESSEE'S equipment shall be installed within the interior of the tower. LESSEE may make any changes, additions, replacements or modification to its original equipment at any time and without LESSOR's consent, provided that such new equipment configuration shall result in no change to the exterior visual impact of the tower as depicted in Exhibit "B."

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term."

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$18,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at City of Woodland Park Finance Department, PO Box 9007, 220 W.

South Ave., Woodland Park, CO, 80866, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Annual rent for each five-year extension term shall be increased to an amount equal to 110% of the annual rent payable for the immediately preceding five-year term, and shall continue to be paid to LESSOR in equal monthly installments.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a fifteen-foot (15') wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. LESSEE shall connect its equipment to a metered supply of electricity. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no

additional cost to LESSEE or LESSOR, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall not permit any use of the premises for advertising, except with prior written consent of LESSOR and subject to any additional terms imposed by LESSOR. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises. With LESSEE'S prior written approval, such approval not to be unreasonably withheld, conditioned or delayed, LESSOR shall have the option to add signage and/or a clock to the exterior of the tower structure at no cost to LESSOR, provided the sign/clock is located below the level of LESSEE's antennas.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

LESSOR may, unless otherwise stated, terminate this Agreement on written notice to the LESSOR in the event that (i) LESSEE fails to comply with any material terms and conditions of this Agreement and fails to cure any such default as required by this Agreement; (ii) any government body, other than LESSOR, passes an ordinance, law or regulation that would interfere or render impossible performance of this Agreement; (iii) upon ninety (90) days' written notice if the Woodland Park City Council decides in its sole discretion and for any reason, to redevelop the Property (except for redevelopment of the property for use by another commercial wireless communications provider), or decides to discontinue use of the Property for commercial purposes; or (iv) upon thirty (30) days' written notice if it determines in its sole discretion and for any reason, that there exists structural damage or destruction of all or part of the Property from any source, provided that LESSEE shall first be notified of the damaged and offered the opportunity and reasonable time to repair the damage.

10. INDEMNIFICATION. Subject to Paragraph 11, and to the extent permitted by law, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. LESSEE agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability on an occurrence form in the amount of \$2,000,000.00 per occurrence and \$4,000,000.00 in the annual aggregate for bodily injury and property damage.

b. "All-Risk" property insurance on a replacement cost basis insuring LESSEE's property with no coinsurance requirement.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone

to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR at (719)687-5233, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or

by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, but with written notice to the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. With written notice to LESSOR, LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion, provided that any tenant subletting from LESSEE must obtain all required permits and approvals associated with such use from LESSOR prior to installation of any equipment on the Premises.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Woodland Park
220 W South Avenue
P.O. Box 9007
Woodland Park, Colorado 80866

LESSEE: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. [Intentionally Deleted].

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S

Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. [Intentionally Deleted].

28. [Intentionally Deleted].

29. RELOCATION.

LESSOR, on one (1) occasion, may relocate LESSEE to another location on the LESSOR's premises (herein referred to as the "Alternate Property"), provided:

(a) the Alternate Property is similar to LESSEE's current Property in size and is compatible for LESSEE's use in LESSEE's sole discretion;

(b) LESSEE shall pay all costs incurred by LESSEE for relocating its equipment from the Property to a mutually agreeable site and improving the Alternate Property so that the Alternate Property is substantially similar to the original Property, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit LESSEE use of the Alternate Property as set forth in Paragraph 8 hereinabove;

(c) LESSOR shall give LESSEE at least six (6) months' written notice before requiring LESSEE to relocate;

(d) LESSEE must be involved in the redevelopment process and architectural planning of LESSOR's intended expansion; and

(e) LESSEE's service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary communications facility and antenna structure on LESSOR's premises during any such relocation.

30. [Intentionally Deleted].

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR

The City of Woodland Park
a Colorado home rule municipality

By: _____

Name: _____

Its: _____

Date: _____

LESSEE

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

Lot 1, as shown on the Woodland Aquatic Center Plat, in Instrument No. 686850, recorded March 28th 2018 in Teller County, Colorado.

EXHIBIT "B"
PREMISES DESCRIPTION

(See Attached – 2 pages)

verizon
8350 EAST CRESCENT PARKWAY ST., 200
GREENWOOD VILLAGE, CO 80111

Kimley»Horn
655 NORTH FRANKLIN STREET
SUIT 100
TAIPEI, FL 33602
PHONE (813) 620-1450
WWW.KIMLEY-HORN.COM

FIELD BY: PAG
DRAWN BY: GAC
CHECKED BY: RLF

REVISIONS		
NO.	DATE	DESCRIPTION
2	01/26/23	FINAL
1	01/23/23	TITLE REVIEW
0	09/13/22	PRELIMINARY



RELIEF OF DOCUMENT
THIS SEAL IS THE PROPERTY OF KIMLEY-HORN, AN
INSTRUMENT OF PROFESSIONAL SERVICE, IS THE
PROPERTY OF KIMLEY-HORN, AN INSTRUMENT OF
AUTHORIZATION OF P.L.F. CONSULTING, LLC.

PROJECT No:
08002443
SITE NAME:
CSP KELLY

SITE ADDRESS:
111 N BALDWIN ST
WOODLAND PARK, CO 80863

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO.
LS-2

REVISION:

LEGEND

- REBAR POST
- AIR CONDITIONING UNIT
- VENT PIPE
- WATER MAIN
- GAS VALVE
- SANITARY SEWER CLEANOUT
- STORM DRAIN GRATE
- SCHEDULE B HEX
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- USE: UG GAS
- USE: UG ELECTRIC LINE
- USE: UG FIBER OPTIC LINE
- FS FINISH SURFACE

LESSOR'S ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION
A PORTION OF LOT 1, AS SHOWN ON THE WOODLAND AQUATIC CENTER PLAT IN
SECTION 26, T4S, R6E, E1/4, PLAT NO. 688650, RECORDED MARCH 28TH 2018 IN TELLER COUNTY,
COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED PARCEL, ALSO
BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, WHICH
THE SOUTHWEST CORNER OF LOT 1 BEARS SOUTH 03°00'32" EAST, 233.77 FEET;
THENCE SOUTH 03°00'32" EAST, 23.77 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 8°54'23" EAST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 03°01'17" EAST, A DISTANCE OF 61.09 FEET;
THENCE SOUTH 03°37'39" EAST, A DISTANCE OF 12.60 FEET;
THENCE NORTH 8°54'23" EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 03°00'32" WEST, A DISTANCE OF 13.04 FEET TO A POINT ON THE
EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET;
THENCE NORTH 03°00'32" WEST, A DISTANCE OF 13.04 FEET TO THE POINT OF BEGINNING.

LESSOR'S 26 X 26 PREMISES LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN ON THE WOODLAND AQUATIC CENTER PLAT IN
SECTION 26, T4S, R6E, E1/4, PLAT NO. 688650, RECORDED MARCH 28TH 2018 IN TELLER COUNTY,
COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED PARCEL, ALSO
BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, WHICH
THE SOUTHWEST CORNER OF LOT 1 BEARS SOUTH 03°00'32" EAST, 233.77 FEET;
THENCE SOUTH 03°00'32" EAST, 23.77 FEET;
THENCE SOUTH 03°00'32" EAST, 23.77 FEET;
THENCE NORTH 8°54'23" EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 03°00'32" WEST, A DISTANCE OF 13.04 FEET TO THE POINT OF
BEGINNING.

LESSOR'S 26 X 26 PREMISES LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN ON THE WOODLAND AQUATIC CENTER PLAT IN
SECTION 26, T4S, R6E, E1/4, PLAT NO. 688650, RECORDED MARCH 28TH 2018 IN TELLER COUNTY,
COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED PARCEL, ALSO
BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, WHICH
THE SOUTHWEST CORNER OF LOT 1 BEARS SOUTH 03°00'32" EAST, 233.77 FEET;
THENCE SOUTH 03°00'32" EAST, 23.77 FEET;
THENCE SOUTH 03°00'32" EAST, 23.77 FEET;
THENCE NORTH 8°54'23" EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 03°00'32" WEST, A DISTANCE OF 13.04 FEET TO THE POINT OF
BEGINNING.

CONTAINING 628 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

LESSOR'S 5 UTILITY EASEMENT LEGAL DESCRIPTION

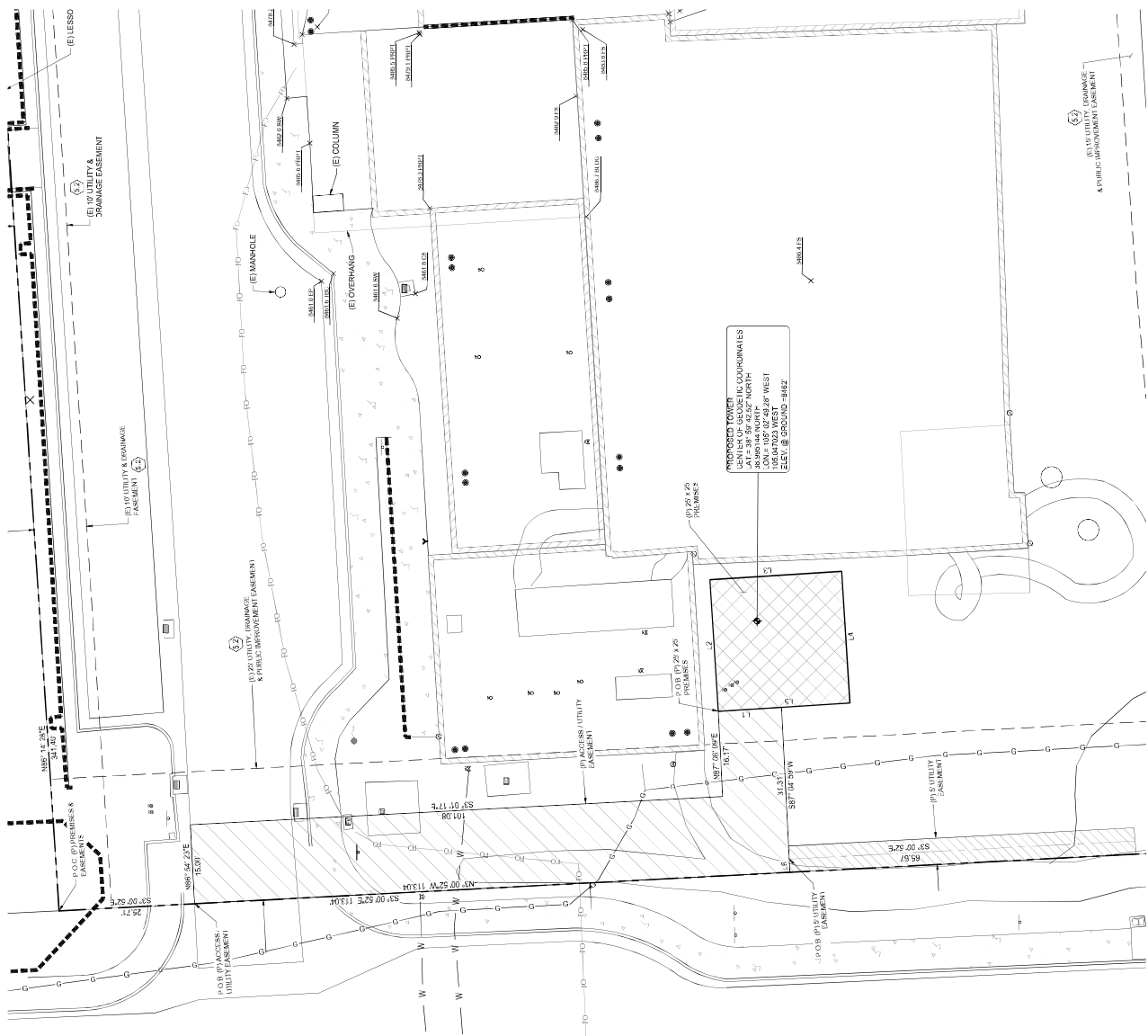
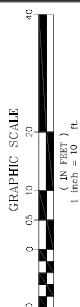
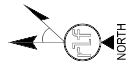
A PORTION OF LOT 1, AS SHOWN ON THE WOODLAND AQUATIC CENTER PLAT IN
SECTION 26, T4S, R6E, E1/4, PLAT NO. 688650, RECORDED MARCH 28TH 2018 IN TELLER COUNTY,
COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED PARCEL, ALSO
BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BALDWIN STREET, WHICH
THE SOUTHWEST CORNER OF LOT 1 BEARS SOUTH 03°00'32" EAST, 233.77 FEET;
THENCE SOUTH 03°00'32" EAST, 23.77 FEET;
THENCE SOUTH 03°00'32" EAST, 23.77 FEET;
THENCE NORTH 8°54'23" EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 03°00'32" WEST, A DISTANCE OF 13.04 FEET TO THE POINT OF
BEGINNING.

THENCE SOUTH 03°00'32" EAST, A DISTANCE OF 68.67 FEET TO THE POINT OF
TERMINUS.

ALL SIDELINES OF DESCRIBED EASEMENT ARE TO BE SHORTENED OR LENGTHENED
TO FORM ONE CONTIGUOUS PARCEL.

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00	S3° 37' 39"E
L2	25.00	N86° 22' 21"E
L3	25.00	S3° 37' 39"E
L4	25.00	S86° 22' 21"W
L5	25.00	N3° 37' 39"W
L6	2.50	N87° 04' 59"E



FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Tock & Corl, PLLC
Attn: S. Ward
17502 Marine Drive
Stanwood, WA 98292

Space above this line is for Recorder's use.

Memorandum of Land Lease Agreement

Grantor:	City of Woodland Park
Grantee:	Cellco Partnership d/b/a Verizon Wireless
Legal Description:	Lot 1, as shown on the Woodland Aquatic Center Plat, County of Teller, State of Colorado Official legal description attached as Exhibit "A"
Assessor's Tax Parcel ID#:	6031.192280010
Reference # (if applicable):	R0056166

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT evidences that a Land Lease Agreement (“Agreement”) was entered into as of _____, 202__, by and between The City of Woodland Park, a Colorado home rule municipality (“Lessor”), and Cellco Partnership d/b/a Verizon Wireless (“Lessee”), for certain real property located at 111 N. Baldwin Street, Woodland Park, County of Teller, State of Colorado 80863, within the property of Lessor which is described in Exhibit “A” attached hereto (“Legal Description”), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee’s rights to extend the term of the Agreement as provided in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of
Land Lease Agreement as of the day and year last below written.

LESSOR: The City of Woodland Park,
a Colorado home rule municipality

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A" – Legal Description

LESSOR ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 202__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as _____ of The City of Woodland Park, a Colorado home rule municipality, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

LESSEE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by _____, of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, on behalf of the partnership.

Notary Public

Notary Seal

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1, as shown on the Woodland Aquatic Center Plat, in Instrument No. 686850, recorded March 28th 2018 in Teller County, Colorado.



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Ben Schmitt, City Engineer

DATE: April 6, 2023

SUBJECT: Approval of contract for the Woodland Park Hockey Rink repairs in the amount of \$330,967.96, between Becker Arena Products and the City of Woodland Park.
(Presenter Public Works Director, Ben Schmitt)

BACKGROUND: In Fall of 2022, City staff discovered extensive damage and vandalism to the City Hockey Rink. A police report was filed and an insurance claim was filed to repair the facility. To preserve public health, welfare, or safety the health and safety of the community, bids were solicited under "emergency repair", and there were two responsive bidders.

The low bid for this project was Becker Arena Products, with a proposal of \$300,879.96, which includes repair of the damage as well as the addition of a fiberglass facing and kickplate which provides for a safer playing impact surface as well as substantially extends the useful life of the arena. CIRSA has agreed to pay for the damage to the rink (\$284,088.52) as well as \$7,512.67 in lost revenues for this claim, which allows the City to get a better product than was previously there for \$9,278.77

Staff is asking for approval of \$300,879.96 with a 10% construction contingency to be managed by staff for a total of \$330,967.96

RECOMMENDATION: Approve the Contract Between the City of Woodland Park and Becker Arena Products for \$330,967.96

ATTACHMENTS: 1. 1 - Contract for Becker Arena Products - Semi Executed



*Reviewed by
CIRSA -
3-10-2023 - ✓ approved*
*Reviewed by
City Attorney Williams
3-16-2023 = ✓ approved*

720 Innovation Drive
Shakopee, Minnesota, USA 55379
Tel: 952-890-2690
beckerarena.com

Quotation #: Woodland rev-3
Customer #: 208526
Sourcewell ID: 94340
Date: March 14, 2023
Proposal Expiration Date: April 30, 2023
Sales Consultant: Pat Groetsch

Prepared For:
Cindy Keating
City of Woodland Park
204 W South Avenue
Woodland Park, CO 80866

Project Location:
Woodland park ice rink

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

This system is available through the Sourcewell Cooperative Purchasing Program at discounted pricing. BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #120320 - ATH

- Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class Sourcewell awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #120320 - ATH when ordering. You must be a member and contracting authority. Ask your salesperson for a copy of the Sourcewell Contract Purchasing information

Per our discussions regarding your upcoming dasher project, please see the below details and pricing.

BAP Signature Series 6.0 Steel Dasher and Shielding

RINK: 200' x 85' x 28' radius

- Approximately 637 lineal feet of 42" high, galvanized steel framed dasher boards (Ring with box divider panels and back walls)
- 1/2" White UV stabilized high-density polyethylene dasher facing
- 1/2" x 8" high UV stabilized White high-density polyethylene kick plate
- 3/4" White UV stabilized high-density polyethylene cap rail.
- All panel steel framing hot dip galvanized after fabrication
- All panels pre-assembled
- 3/4" Cast in place anchors to be installed during installation, existing anchors used when possible.

GATES

- One 10'-0" straight double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy-duty casters
- Four 2'-6" player box gates with heavy duty hinges and lift latches
- Two 2'-6" penalty box gates with heavy duty hinges and ice side push button latches
- One 3'-0" straight player access gate with heavy duty hinges and ice side push button latch
- 1" thick high-density polyethylene thresholds on player, penalty, and access gates

PLAYER, PENALTY & TIMEKEEPER BOXES

- Player boxes are on the same side of the rink from the penalty and timekeepers' boxes
- Player boxes: 5' deep x 30' long, side divider panels and back walls
- Penalty boxes: Two (2) each 5' deep x 8' long with side divider panels, one gate from vomitory, and back walls
- Timekeeper box – One each 5' deep x 8' long with side divider panels, one gates thru in back wall
- 3/8" Black Stamina rubber flooring to cover elevated wood platforms for all boxes.
- 48 lineal feet of 7" high x 24" wide elevated coach's walkway in the player's boxes – 24 lineal feet in each player box
- All player benching, (players box and penalty box) Black recycled lumber 24 feet in length.
- Two 5-foot-long benches in penalty box
- One 1" thick x 18" wide x 96" long solid natural polyethylene timekeeper table
- 3/8" thick white high-density polyethylene backer sheet in the player, penalty and timekeeper boxes complete with built-in shelving in the player boxes

TEMPERED GLASS SHIELDING

- 242 lineal feet of 15mm (5/8") x 6'-0" high "Vision walls complete with two-piece round anodized aluminum shield supports.
- 345 lineal feet of 12mm (1/2") x 6'-0" high "Vision walls complete with two-piece round anodized aluminum shield supports.
- 84 lineal feet of 12mm (1/2") x 6'-0" high tempered glass shielding for box dividers and back walls complete with two-piece round anodized aluminum shield supports. Timekeeper shielding to include one speak hole.

INSTALLATION

- Becker Arena Products, Inc. will furnish a crew for the complete installation of the above-described dasher system. Price includes installation labor (**Non-union labor/non-prevailing wage rate**), and all equipment as required

FREIGHT

- Freight to Woodland Park, Colorado has been estimated and included in the total dasher pricing. Due to the volatility in transportation and freight rates, Becker Arena Products reserves the right to adjust the total price to match the actual freight rates incurred on the date of shipment(s).

PRICE DELIVERED

- Includes removal and disposal of existing boards on the same trip

Accept _____ \$284,088.52

OPTION – FIBERGLASS IN LIEU OF POLY FACING

- 1/4-inch white fiberglass facing and kickplate in lieu of 1/2-inch UV Poly facing and kickplate.

Accept _____ \$16,791.44

Total of Above Listed Items: _____

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	(\$ _____)
45% due 10 days prior to delivery	(\$ _____)
10% due upon delivery and installation	(\$ _____)

Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal, or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **Woodland rev-3** is accepted with initialed options:

Purchaser Signature

Title

Print Name

Today's Date


Becker Arena Products, Inc.

General Manager

Title

Jeff Brosz
Print Name

3-29-23
Today's Date

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, then Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency,

reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. 9. **Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. **Cancellation.** Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. **No-Assignment.** No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. **Force Majeure.** Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. **Advice.** Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. **Entire Agreement.** This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. **Law and Arbitration.** This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

16. Dasher Board Systems

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
2. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
3. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

17. General Site Requirements.

The following criteria must be met, or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

1. **Concrete and Floor Work:** All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.

2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
6. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

18. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

1. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.
2. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.
3. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance.
4. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.
5. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.

SALES TAX UPDATE

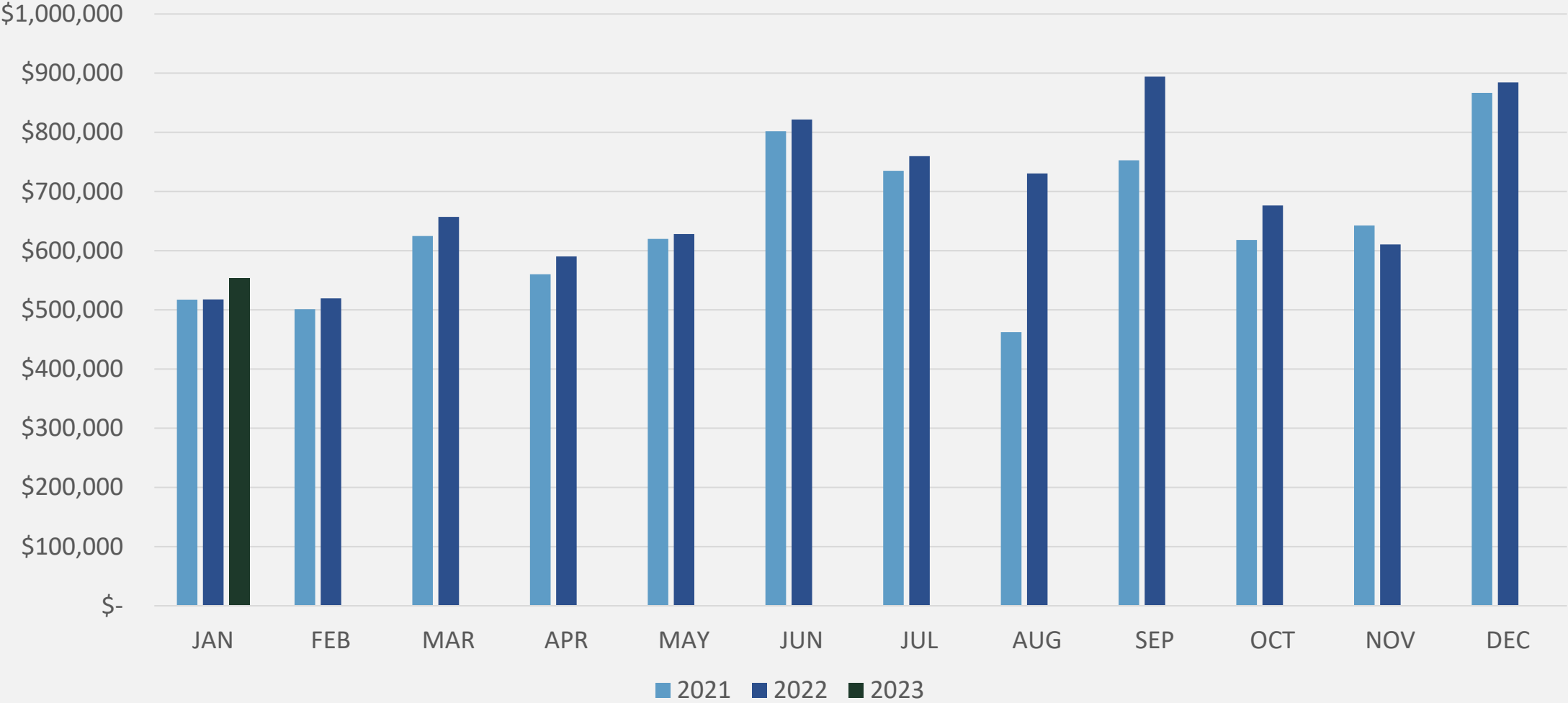


Woodland Park
Finance

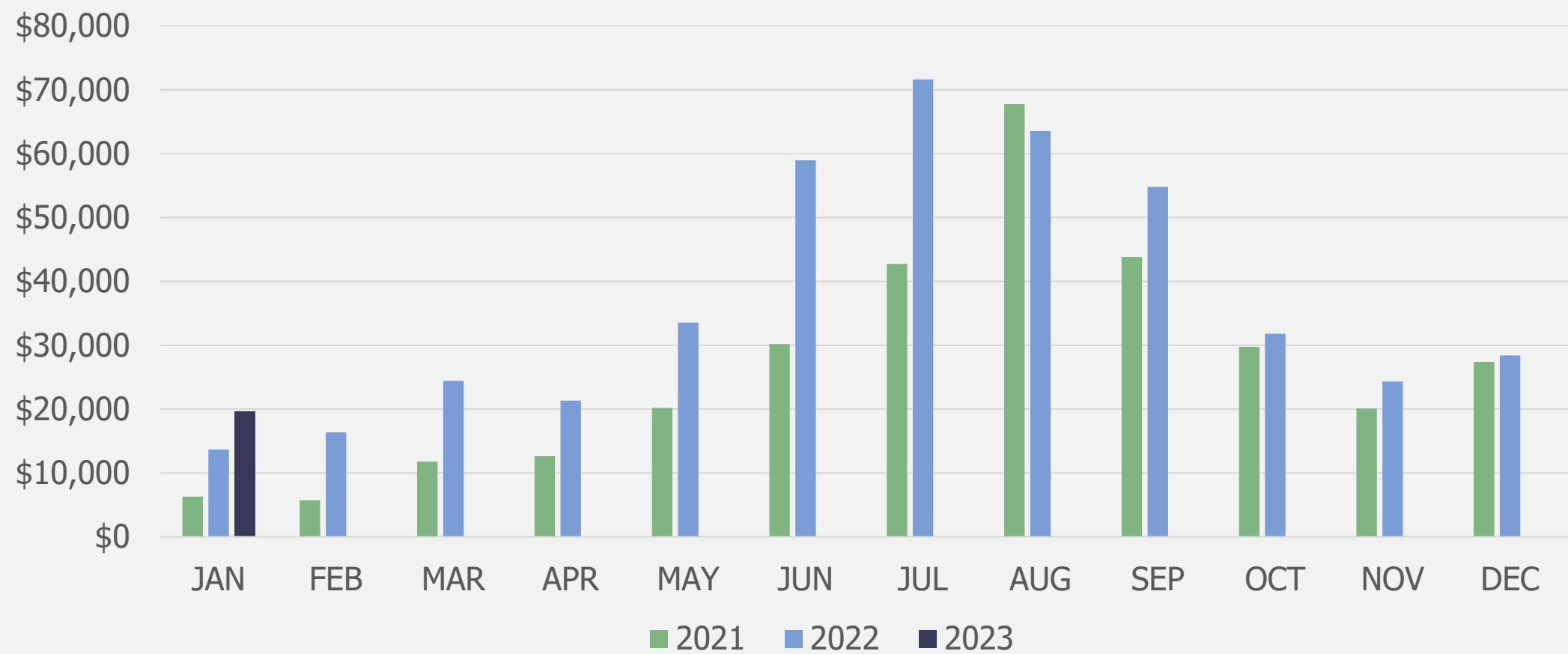
JANUARY 2023

	2022	2023	\$ change	% change
Sales tax (3.0%)				
Year-to-date (January)	\$ 517,769	\$ 553,372	\$ 35,603	6.9%
Month vs. prior year (January)	517,769	553,372	35,603	6.9%
Lodger's Tax				
Year-to-date (January)	\$ 13,671	\$ 19,616	\$ 5,945	43.5%
Month vs. prior year (January)	13,671	19,616	5,945	43.5%

3 YEAR SALES TAX REVENUE



LODGING REVENUE 2021-2023



ANNUAL 3% SALES TAX – 10 YEARS

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JAN	\$337,313	\$360,348	\$377,888	\$356,613	\$414,283	\$409,798	\$468,475	\$ 517,293	\$ 517,769	\$ 553,372
FEB	\$327,397	\$347,055	\$360,223	\$382,348	\$394,349	\$335,333	\$429,745	\$ 501,107	\$ 519,447	
MAR	\$386,803	\$418,812	\$428,017	\$473,419	\$510,278	\$584,507	\$550,768	\$ 624,863	\$ 657,192	
APR	\$341,810	\$375,666	\$386,018	\$420,061	\$417,470	\$435,343	\$477,439	\$ 560,228	\$ 590,301	
MAY	\$399,190	\$422,517	\$440,998	\$450,957	\$499,858	\$522,008	\$576,357	\$ 619,873	\$ 628,188	
JUN	\$473,013	\$536,339	\$544,496	\$581,725	\$607,795	\$642,569	\$692,663	\$ 801,844	\$ 821,751	
JUL	\$459,243	\$501,712	\$510,770	\$545,874	\$553,063	\$594,348	\$637,881	\$ 735,042	\$ 759,799	
AUG	\$439,395	\$489,560	\$494,905	\$510,191	\$554,799	\$644,473	\$594,142	\$ 462,311	\$ 730,453	
SEP	\$477,853	\$512,221	\$538,141	\$573,766	\$614,404	\$610,360	\$730,476	\$ 752,688	\$ 894,146	
OCT	\$431,819	\$440,193	\$453,849	\$460,952	\$491,494	\$560,010	\$578,061	\$ 618,223	\$ 676,337	
NOV	\$399,206	\$405,197	\$434,807	\$482,500	\$470,367	\$461,604	\$523,004	\$ 642,557	\$ 610,575	
DEC	\$563,532	\$622,513	\$657,016	\$622,098	\$710,516	\$640,506	\$877,951	\$ 866,707	\$ 884,291	
TOTALS	\$5,036,574	\$5,432,133	\$5,627,128	\$5,860,504	\$6,238,675	\$6,440,861	\$7,136,962	\$ 7,702,736	\$ 8,290,247	\$ 553,372

LODGING TAX – 10 YEARS

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JAN	\$4,734	\$4,003	\$6,484	\$4,604	\$4,417	\$4,136	\$3,944	\$6,295	\$13,671	\$19,616
FEB	\$3,578	\$4,067	\$5,031	\$4,836	\$4,253	\$3,990	\$4,071	\$5,718	\$16,348	
MAR	\$6,630	\$8,166	\$7,595	\$4,936	\$9,938	\$11,623	\$5,576	\$11,773	\$24,422	
APR	\$4,947	\$5,924	\$6,177	\$9,705	\$6,768	\$8,666	\$1,598	\$12,612	\$21,328	
MAY	\$10,522	\$9,799	\$11,504	\$11,652	\$12,073	\$12,368	\$9,046	\$20,185	\$33,553	
JUN	\$16,144	\$19,332	\$21,492	\$25,295	\$30,867	\$24,744	\$27,267	\$30,183	\$58,967	
JUL	\$20,630	\$20,852	\$23,862	\$25,998	\$24,867	\$27,564	\$34,220	\$42,746	\$71,623	
AUG	\$13,101	\$19,589	\$19,739	\$20,545	\$20,572	\$24,198	\$32,413	\$67,757	\$63,561	
SEP	\$17,127	\$16,412	\$20,863	\$23,805	\$26,415	\$25,655	\$37,969	\$43,829	\$54,805	
OCT	\$7,764	\$9,761	\$11,038	\$10,748	\$9,656	\$10,207	\$31,347	\$29,735	\$31,812	
NOV	\$5,185	\$6,490	\$6,936	\$6,524	\$9,092	\$6,843	\$33,788	\$20,098	\$24,323	
DEC	\$5,749	\$6,658	\$7,276	\$10,016	\$13,281	\$11,361	\$12,432	\$27,390	\$28,411	
TOTAL	\$116,111	\$131,053	\$147,997	\$158,664	\$172,198	\$171,357	\$233,670	\$318,320	\$442,825	\$19,616



Woodland Park

Finance