



City of Woodland Park

City Council-revised as of 4/18/2023

April 20, 2023 at 7:00 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Graduation of the Class of 2023 Citizens Academy.
(Presenter Assistant to the City Manager Grace Johnson)
 - B. Introduction and Presentation by CORE.
(Presenter Local Government and Business Relations Manager Angie Bedolla)
 - C. Introduction and Presentation of UC Health,
(Presenter Hospital Administrator Ron Fitch)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the March 2023 Statement of Expenditures and authorize the Mayor to sign warrants in payment thereof.
 - B. Approval of Housing Needs Assessment Contract.
(Presenter Assistant to the City Manager, Grace Johnson)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**
(Public Comment may be heard)
8. **ORDINANCES ON INITIAL POSTING**
(Public comment may be heard)
 - A. Consider Ordinance No. 1446, Series 2023, on initial posting, an Ordinance Amending Chapter 15.02 of The Municipal Code of The City of Woodland Park by Adopting by Reference the Pikes Peak Regional Building Code, 2023 Edition, Which Adopted by Reference Certain Secondary Codes, as Amended, Including The 2021 International Building Code (IBC), The 2021 International Residential Code (IRC); The 2021 International Mechanical Code (IMC); The 2021 International Fuel Gas Code (IFGC); The 2021 International Energy Conservation Code (IECC); The 2021 International Existing Building Code (IEBC); The 2021 International Pool And Spa Code (ISPSC); And Certain State Adopted Codes Related to Electrical, Plumbing, and Conveyances; and set the Public Hearing for May 18, 2023. (L)
(Presenter, Planning Director, Karen Schminke)

- B.** Consider Ordinance No. 1447, Series 2023 on initial posting, an Ordinance of the City Council for the City of Woodland Park, Colorado Amending Title 5 of the Woodland Park Municipal Code, Concerning Business Regulations, to License and Regulate Short Term Rentals and set the Public Hearing for May 4, 2023.
(A)
(Presenter City Attorney Geoff Wilson)
- C.** Consider Ordinance No. 1448, Series 2023 on initial posting, an Ordinance Adjusting Expenditure Appropriations to the Various Funds, in the Amounts and for the Purpose as Set Forth Below, for the City of Woodland Park, Colorado for the 2023 Budget Year, and Amending Ordinance No. 1433, Series 2022 and set the Public Hearing for May 5, 2023. (A)
(Presenter Finance Director Aaron Vassalotti)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Approval of a Modification of a Tavern Liquor License for 110 Reserve located at 110 Midland Avenue, Woodland Park, CO 80863.
(Presenter Deputy City Clerk / Public Works Admin, Sarah Minton)
- B.** Approval of Stone Ridge Village Filing No. 5 Final Plat Public Hearing (QJ)
(Presenter, Senior Planner, CJ Gates)
- C.** Approval of Ordinance No. 1445, Series 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. (L)
(Presenter Finance Director Aaron Vassalotti)
- D.** 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) **(Continuance of Council deliberation, from the April 6, 2023 Council Meeting - Public Testimony has been concluded)**
(Presenter, CJ Gates, Senior Planner)
- E.** Approval of Resolution No. 904, Series 2023, a Resolution Approving an Amendment to the Woodland Park Downtown Development Authority Plan of Development. (QJ)
(Presenter Planning Director Karen Schminke)

10. NEW BUSINESS

(Public comment may be heard)

- A.** Request by Brad Bealby for billing credit for his water bill - reference Resolution No. 264, Series 1993.
(Utilities Director Kip Wiley and Resident Brad Bealby)
- B.** Approval of Subdivision Development Agreement - The Haven At Paradise.
(Presenter, Senior Planner, CJ Gates)
- C.** Approval of Subdivision Development Agreement - Stone Ridge Subdivision Filing No. 5.
(Presenter, Senior Planner, CJ Gates)
- D.** Approval of Resolution No. 903 Codifying the City Council Rules and Procedures. (A)
(Presenter City Manager, Michael Lawson)

- E. Approval of Resolution No. 905, Series 2023, a Resolution Approving the Woodland Station Development Agreement and Authorizing the Woodland Park Downtown Development Authority to Convey the Woodland Station Property to TAVA House Properties, LLC. (QJ)
(Presenter, Planning Director Karen Schminke)
- F. Signature Events Micro-Grant Program Process review.
(Presenter, Assistant to the City Manager Grace Johnson)

11. REPORTS

(Public comment not necessary)

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

12. ADJOURNMENT

Key to agenda abbreviations:

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

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

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



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Aaron Vassalotti, Finance Director

DATE: April 20, 2023

SUBJECT: Approval of the March 2023 Statement of Expenditures and authorize the Mayor to sign warrants in payment thereof.

BACKGROUND: Approval of the March 2023 Statement of Expenditures and authorize the Mayor to sign warrants in payment thereof.

RECOMMENDATION: Approval of the March 2023 Statement of Expenditures and authorize the Mayor to sign warrants in payment thereof.

ATTACHMENTS: 1. Statement of Expenditures-March 2023



City of Woodland Park Staff Report for City Council

Meeting Date: April 20, 2023

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

ITEM:

March 2023 Statement of Expenditures

BACKGROUND:

The City Council receives and approves the Statement of Expenditures for each month.

DISCUSSION:

Please review the following and attached check registers in support of the Statement of Expenditures.

Summary

<u>March 2023</u>	
Accounts Payable Checks	1,020,662.52
Payroll Checks	462,659.21
CEBT-February	99,586.55
CEBT-March	93,059.85
Vectra Visa credit card EFT	21,670.20
Total	<u><u>1,697,638.33</u></u>

The Elected Officials expenditures for March 2023 are attached as a separate report.

STAFF RECOMMENDATION:

Approve March 2023 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
116144	CHK	A	BASIS PARTNERS AQUATIC CENTER PROJECT	5431 692	1	1,975.00 1,975.00	0.00 0.00	1,975.00 1,975.00	03/02/2023		44025
116145	CHK	A	BLACK HILLS ENERGY 02/2023 CHARGES 02/2023 CHARGES 02/2023 CHARGES 02/2023 CHARGES	4035 2212023 2212023 2212023 2212023	4	24,930.40 24,930.40 24,930.40 24,930.40 24,930.40	0.00 0.00 0.00 0.00 0.00	24,930.40 1,330.20 4,770.48 9,040.87 9,788.85	03/02/2023		44025
116146	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FLEET	4977 4146878073	1	108.43 108.43	0.00 0.00	108.43 108.43	03/02/2023		44025
116147	CHK	A	COLORADO ANALYTICAL LAB LAB SERVICES LAB SERVICES	4028 230207043 230207045	2	253.00 119.00 134.00	0.00 0.00 0.00	253.00 119.00 134.00	03/02/2023		44025
116148	CHK	A	COLORADO ELECTRIC MOTOR REPAIR BEARING - WWTP	2793 69070	1	1,550.00 1,550.00	0.00 0.00	1,550.00 1,550.00	03/02/2023		44025
116149	CHK	A	EMPLOYERS COUNCIL SERVICES, IN BACKGROUND CHECK	5099 0000451578	1	235.00 235.00	0.00 0.00	235.00 235.00	03/02/2023		44025
116150	CHK	A	ENGER, JANE INSTRUCTOR - P&R	3876 02272023	1	84.50 84.50	0.00 0.00	84.50 84.50	03/02/2023		44025
116151	CHK	A	GOLDSTAR PRODUCTS, INC WEED KILLER - F&G	4502 0077736-IN	1	1,072.69 1,072.69	0.00 0.00	1,072.69 1,072.69	03/02/2023		44025
116152	CHK	A	GRAINGER INC. BROOM - WWTP	282 9608098894	1	62.48 62.48	0.00 0.00	62.48 62.48	03/02/2023		44025
116153	CHK	A	JACK'S TIRE & OIL MANAGEMENT C #51	5215 23-0345790-088	1	775.25 775.25	0.00 0.00	775.25 775.25	03/02/2023		44025
116154	CHK	A	KIMLEY-HORN AND ASSOCIATES, INC Hwy 67 Widening Hwy67 WideningClearanceSupport	5164 096883003-0123 096883003-0123A	2	18,150.00 11,000.00 7,150.00	0.00 0.00 0.00	18,150.00 11,000.00 7,150.00	03/02/2023		44025
116155	CHK	A	KROGER-KING SOOPERS CUST CHGS 03/2023 CHARGES	145 202282023	1	73.44 73.44	0.00 0.00	73.44 73.44	03/02/2023		44025
116156	CHK	A	MARY CATHERINE SCUILLA ICE SKATING LESSONS	5451 02272023	1	1,691.00 1,691.00	0.00 0.00	1,691.00 1,691.00	03/02/2023		44025
116157	CHK	A	MBI CONTRACTORS INC USE TAX REFUND USE TAX REFUND USE TAX REFUND	5032 L49609 M73094 M92061	3	5,204.79 2,558.84 1,499.71 1,146.24	0.00 0.00 0.00 0.00	5,204.79 2,558.84 1,499.71 1,146.24	03/02/2023		44025
116158	CHK	A	MEBULBS LED LIGHT BULBS &TOMBSTONES	3794 41303440-01	1	566.14 566.14	0.00 0.00	566.14 566.14	03/02/2023		44025
116159	CHK	A	BVM INC 01/2023 SALES TAX REFUND	1 022423	1	511.85 511.85	0.00 0.00	511.85 511.85	03/02/2023		44025
116160	CHK	A	CHRISTOPHER STEILA	1	1	35.00	0.00	35.00	03/02/2023		44025

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			RENEWAL REFUND FOR 2023	02272023		35.00	0.00	35.00			
116161	CHK	A	VALERIE ANDERSEN	1	1	115.15	0.00	115.15	03/02/2023		44025
			UTILITY REFUND	1567.04		115.15	0.00	115.15			
116162	CHK	A	SHEILA BUSH	1	1	40.00	0.00	40.00	03/02/2023		44025
			UTILITY REFUND	3205.01		40.00	0.00	40.00			
116163	CHK	A	DEEPLY ROOTED MINISTRIES	1	1	14.24	0.00	14.24	03/02/2023		44025
			UTILITY DEPOSIT REFUND	3329.13		14.24	0.00	14.24			
116164	CHK	A	JEFFREY MEIER	1	1	1,457.77	0.00	1,457.77	03/02/2023		44025
			USE TAX REFUND	M83062		1,457.77	0.00	1,457.77			
116165	CHK	A	NATIONAL ALLIANCE/YOUTH SPORTS	3249	1	457.50	0.00	457.50	03/02/2023		44025
			START SMART BASKETBALL	32134		457.50	0.00	457.50			
116166	CHK	A	NICOLE S EVANS	4994	1	90.00	0.00	90.00	03/02/2023		44025
			TRAINING REIMBURSEMENT	02232023		90.00	0.00	90.00			
116167	CHK	A	PROTECTING THE GUARDIAN	5464	1	6,622.49	0.00	6,622.49	03/02/2023		44025
			MENTAL HEALTH TRAINING	103		6,622.49	0.00	6,622.49			
116168	CHK	A	QUALITY DESIGN, LLC	4921	1	650.00	0.00	650.00	03/02/2023		44025
			ARTWORK AND SIGNAGE	02222023		650.00	0.00	650.00			
116169	CHK	A	RE/SPEC INC.	4817	1	3,565.00	0.00	3,565.00	03/02/2023		44025
			DOVE - ARP	INV-0123-1327		3,565.00	0.00	3,565.00			
116170	CHK	A	RECREONICS, INC	5046	1	156.86	0.00	156.86	03/02/2023		44025
			SUPPLIES - WAC	0906674-IN		156.86	0.00	156.86			
116171	CHK	A	STANDARD INSURANCE COMPANY	1091	1	1,951.93	0.00	1,951.93	03/02/2023		44025
			3/23 STD & LTD	02142023		1,951.93	0.00	1,951.93			
116172	CHK	A	TELLER COUNTY WASTE	4158	6	1,932.55	0.00	1,932.55	03/02/2023		44025
			03/2023 CONTRACT	02022023		652.75	0.00	397.00			
			03/2023 CONTRACT	02022023		652.75	0.00	128.00			
			03/2023 CONTRACT	02022023		652.75	0.00	39.00			
			03/2023 CONTRACT	02022023		652.75	0.00	88.75			
			CHRISTMAS TREE DUMPSTER	41846		852.60	0.00	852.60			
			03/23 PORTABLE RESTROOMS	43013		427.20	0.00	427.20			
116173	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	1	1,265.50	0.00	1,265.50	03/02/2023		44025
			CHEMICALS - WAC	INS-10939		1,265.50	0.00	1,265.50			
116174	CHK	A	UNITED REPROGRAPHIC SUPPLY	4285	1	107.80	0.00	107.80	03/02/2023		44025
			02/23-3/23 FORMAT PRINTER	4026661		107.80	0.00	107.80			
116175	CHK	A	USA BLUEBOOK	1779	3	682.10	0.00	682.10	03/02/2023		44025
			SAFETY ITEMS	224135		366.60	0.00	128.31			
			SAFETY ITEMS	224135		366.60	0.00	238.29			
			LATEX GLOVES - WWTP	258096		315.50	0.00	315.50			
116176	CHK	A	WAGNER EQUIPMENT CO.	666	2	249.03	0.00	249.03	03/02/2023		44025
			PARTS	P39C0389975		249.03	0.00	161.86			

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			PARTS	P39C0389975		249.03	0.00	87.17			
116177	CHK	A	WASTE MANAGEMENT WOODLAND PARK	3004	1	246.01	0.00	246.01	03/02/2023		44025
			DEER DISPOSAL	0006256-2517-3		246.01	0.00	246.01			
116178	CHK	A	WAXIE SANITARY SUPPLY	4189	2	416.84	0.00	416.84	03/02/2023		44025
			CUSTODIAL SUPPLIES - WAC	81499016		396.84	0.00	396.84			
			LINERS FOR WALL	81514398		20.00	0.00	20.00			
116179	CHK	A	WOODLAND HARDWARE & RENTAL	2739	3	278.62	0.00	278.62	03/02/2023		44025
			01/2023 CHARGES	1312023		278.62	0.00	13.92			
			01/2023 CHARGES	1312023		278.62	0.00	114.88			
			01/2023 CHARGES	1312023		278.62	0.00	149.82			
106	EFT	A	WEX BANK	5187	1	12,682.63	0.00	12,682.63	03/06/2023	HP	44064
			Feb Wex Bill	87688698		12,682.63	0.00	12,682.63			
116182	CHK	A	ALERT/SAM	3361	1	100.00	0.00	100.00	03/09/2023		44079
			MEMBERSHIP	03062023		100.00	0.00	100.00			
116183	CHK	A	BASIS PARTNERS	5431	1	4,342.50	0.00	4,342.50	03/09/2023		44079
			ADA & TRAILS	698		4,342.50	0.00	4,342.50			
116184	CHK	A	BIRCHAM'S	75	1	758.04	0.00	758.04	03/09/2023		44079
			02/23 CHARGES	355055		758.04	0.00	758.04			
116185	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	03/09/2023		44079
			ACCT. SUPPORT SERVICES	03032023		840.00	0.00	840.00			
116186	CHK	A	BROWNS HILL ENGINEERING CONTRL	4326	1	2,375.20	0.00	2,375.20	03/09/2023		44079
			SERVICE WORK	25024		2,375.20	0.00	2,375.20			
116187	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	106.40	0.00	106.40	03/09/2023		44079
			UNIFORM - ROTH	23-11429		106.40	0.00	106.40			
116188	CHK	A	CENTURYLINK	4342	2	422.96	0.00	422.96	03/09/2023		44079
			02/2023 CHARGES	2252023		422.96	0.00	275.82			
			02/2023 CHARGES	2252023		422.96	0.00	147.14			
116189	CHK	A	CINTAS CORPORATION NO 2	4977	1	133.80	0.00	133.80	03/09/2023		44079
			UNIFORM - FLEET	4147566338		133.80	0.00	133.80			
116190	CHK	A	COLORADO CANAL COMPANY	1655	1	14,165.00	0.00	14,165.00	03/09/2023		44079
			2023 WATER ASSESSMENT	2110		14,165.00	0.00	14,165.00			
116191	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	38,347.45	0.00	38,347.45	03/09/2023		44079
			02/2023 CHARGES	03012023		38,347.45	0.00	6,745.53			
			02/2023 CHARGES	03012023		38,347.45	0.00	9,656.38			
			02/2023 CHARGES	03012023		38,347.45	0.00	11,412.44			
			02/2023 CHARGES	03012023		38,347.45	0.00	10,533.10			
116192	CHK	A	CRANE REPAIR COMPANY, INC	5277	3	3,638.50	0.00	3,638.50	03/09/2023		44079
			2023 INSPECTIONS - CRANES	24546		3,638.50	0.00	337.86			
			2023 INSPECTIONS - CRANES	24546		3,638.50	0.00	1,221.52			
			2023 INSPECTIONS - CRANES	24546		3,638.50	0.00	2,079.12			

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116193	CHK	A	DEEP ROCK	5263	1	252.80	0.00	252.80	03/09/2023		44079
			WATER SUBSCRIPTION/MEMBERSHIP	21072370021823		252.80	0.00	252.80			
116194	CHK	A	DYCHES, STANLEY LEE JR.	4932	1	266.00	0.00	266.00	03/09/2023		44079
			OFFICIAL - P&R	03072023		266.00	0.00	266.00			
116195	CHK	A	FOXWORTH - GALBRAITH LUMBER CO	96	1	1,574.17	0.00	1,574.17	03/09/2023		44079
			02/2023 CHARGES	3012023		1,574.17	0.00	1,574.17			
116196	CHK	A	GALLS, LLC	5221	3	224.17	0.00	224.17	03/09/2023		44079
			UNIFORMS - WPPD	023459811		134.95	0.00	134.95			
			UNIFORMS - WPPD	023499390		30.08	0.00	30.08			
			UNIFORMS - WPPD	023534983		59.14	0.00	59.14			
116197	CHK	A	GLASER GAS, INC.	3244	2	156.00	0.00	156.00	03/09/2023		44079
			PROPANE - ZAMBONI	102740		78.00	0.00	78.00			
			PROPANE - ZAMBONI	102828		78.00	0.00	78.00			
116198	CHK	A	GOTO COMMUNICATIONS, INC.	5410	2	5,175.71	0.00	5,175.71	03/09/2023		44079
			02/23 CHARGES	IN7101741413		2,614.87	0.00	2,614.87			
			03/23 CHARGES	IN7101798897		2,560.84	0.00	2,560.84			
116199	CHK	A	GOVOS	5349	1	2,120.50	0.00	2,120.50	03/09/2023		44079
			03/23 MUNIREV & VRBO	INV-717		2,120.50	0.00	2,120.50			
116200	CHK	A	GRAINGER INC.	282	3	341.10	0.00	341.10	03/09/2023		44079
			CLAMPS - WWTP	9568891452		46.60	0.00	46.60			
			SUPPLIES - WWTP	9610170574		177.40	0.00	177.40			
			DIFFUSER	9613076323		117.10	0.00	117.10			
116201	CHK	A	HOME DEPOT CREDIT SERVICES	1758	1	505.73	0.00	505.73	03/09/2023		44079
			02/2023 CHARGES	2262023		505.73	0.00	505.73			
116202	CHK	A	IMAGE BEARERS CLEANING LLC	5082	1	5,432.00	0.00	5,432.00	03/09/2023		44079
			03/22 CLEANING CONTRACT	3351		5,432.00	0.00	5,432.00			
116203	CHK	A	JACK'S TIRE & OIL MANAGEMENT C	5215	1	570.87	0.00	570.87	03/09/2023		44079
			KUBOTA #29	23-0349535-088		570.87	0.00	570.87			
116204	CHK	A	JOHNSON CONSTRUCTORS, LLC	5467	1	2,644.03	0.00	2,644.03	03/09/2023		44079
			N54378 USE TAX REFUND	N54378		2,644.03	0.00	2,644.03			
116205	CHK	A	KENYON, P JORDAN PH.D.	4333	1	275.00	0.00	275.00	03/09/2023		44079
			RECRUITMENT - WPPD	2502-5		275.00	0.00	275.00			
116206	CHK	A	KUBWATER RESOURCES INC	4643	1	4,727.52	0.00	4,727.52	03/09/2023		44079
			COMPOST - WWTP	11584		4,727.52	0.00	4,727.52			
116207	CHK	A	LAKE HENRY RESERVOIR CO.	4420	1	6,328.25	0.00	6,328.25	03/09/2023		44079
			2023 WATER ASSESSMENT	324		6,328.25	0.00	6,328.25			
116208	CHK	A	LAKE MEREDITH RESERVOIR CO.	4419	1	2,016.00	0.00	2,016.00	03/09/2023		44079
			2023 ASSESSMENT	860		2,016.00	0.00	2,016.00			
116209	CHK	A	MARY CATHERINE SCUILLA	5451	1	24.00	0.00	24.00	03/09/2023		44079
			INSTRUCTOR - P&R	03062023		24.00	0.00	24.00			

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116210	CHK	A	MATTHEW BENDER & CO., INC. CO STAT NEWS	2776 36132934	1	126.43 126.43	0.00 0.00	126.43 126.43	03/09/2023		44079
116211	CHK	A	MICHOW COX & MCASKIN 01/23-02/23 LEGAL EXPENSES	5404 WPDDA.FEB2023.001	1	5,961.96 5,961.96	0.00 0.00	5,961.96 5,961.96	03/09/2023		44079
116212	CHK	A	TAYLOR MOUNTAIN ENTERPRISES LL TIF REIMBURSEMENT	1 03072023	1	3,937.71 3,937.71	0.00 0.00	3,937.71 3,937.71	03/09/2023		44079
116213	CHK	A	MICHAEL FLICINSKI UTILITY REFUND	1 1751.05	1	35.57 35.57	0.00 0.00	35.57 35.57	03/09/2023		44079
116214	CHK	A	KATHLEEN MEYERS UTILITY DEPOSIT	1 4039.22	1	27.49 27.49	0.00 0.00	27.49 27.49	03/09/2023		44079
116215	CHK	A	LIONEL & VERTA DANGERFIELD UTILITY REFUND	1 51.12	1	15.64 15.64	0.00 0.00	15.64 15.64	03/09/2023		44079
116216	CHK	A	JAMES & SHARI SHALEEN UTILITY REFUND	1 5127.01	1	17.95 17.95	0.00 0.00	17.95 17.95	03/09/2023		44079
116217	CHK	A	BASECAMP CONSTRUCTION UTILITY REFUND UTILITY REFUND UTILITY REFUND	1 6190.01 6190.01 6190.01	3	42.00 42.00 42.00 42.00	0.00 0.00 0.00 0.00	42.00 2.04 9.18 30.78	03/09/2023		44079
116218	CHK	A	O'REILLY AUTOMOTIVE STORES, IN 02/2023 CHARGES 02/2023 CHARGES 02/2023 CHARGES	4531 2282023 2282023 2282023	3	171.92 171.92 171.92 171.92	0.00 0.00 0.00 0.00	171.92 4.40 163.12 4.40	03/09/2023		44079
116219	CHK	A	OCCUPATIONAL HEALTH CENTERS OF [POLICE RECRUITMENT	5300 16316412	1	247.00 247.00	0.00 0.00	247.00 247.00	03/09/2023		44079
116220	CHK	A	PHIL LONG FORD #11 #5	504 934173 934418	2	583.01 211.83 371.18	0.00 0.00 0.00	583.01 211.83 371.18	03/09/2023		44079
116221	CHK	A	PITNEY BOWES GLOBAL FINANCIAL 03/23 POSTAGE METER LEASE	2479 3317073105	1	90.00 90.00	0.00 0.00	90.00 90.00	03/09/2023		44079
116222	CHK	A	PRIORITY RESEARCH BACKGROUND CHECKS	4392 1039189	1	49.50 49.50	0.00 0.00	49.50 49.50	03/09/2023		44079
116223	CHK	A	REBECCA ALLEN 02/2023 INVOICE	5329 403	1	325.00 325.00	0.00 0.00	325.00 325.00	03/09/2023		44079
116224	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI LIQUOR PURCHASE	2805 3049544	1	174.37 174.37	0.00 0.00	174.37 174.37	03/09/2023		44079
116225	CHK	A	TDS BROADBAND LLC 03/23-04/23 CHARGES 03/23 CHARGES 03/23 CHARGES 03/23 DIGITAL SIGN	5335 02252023 02252023A 02252023B 02252023C	4	3,167.59 1,603.18 638.78 833.18 92.45	0.00 0.00 0.00 0.00 0.00	3,167.59 1,603.18 638.78 833.18 92.45	03/09/2023		44079

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116226	CHK	A	TIAA COMMERCIAL FINANCE, INC	5175	1	594.00	0.00	594.00	03/09/2023		44079
			03/23 CHARGES	9426754		594.00	0.00	594.00			
116227	CHK	A	TRANSWEST TRUCK TRAILER RV	5253	2	145.45	0.00	145.45	03/09/2023		44079
			PARTS	008P177214		587.26	0.00	587.26			
			CREDIT	008P182429		441.81-	0.00	441.81-			
116228	CHK	A	TROJAN INDUSTRIES	5466	1	9,545.68	0.00	9,545.68	03/09/2023		44079
			U.V. Replacement Lamps&Drivers	200/7107		9,545.68	0.00	9,545.68			
116229	CHK	A	TWIN LAKES RESERVOIR/CANAL CO.	637	1	5,956.10	0.00	5,956.10	03/09/2023		44079
			2023 WATER ASSESSMENT	2868		5,956.10	0.00	5,956.10			
116230	CHK	A	VENDOR MANAGEMENT CONSULTING	5378	1	315.38	0.00	315.38	03/09/2023		44079
			TRASH SAVINGS	1253		315.38	0.00	315.38			
116231	CHK	A	WESTWOOD LAKES WATER DISTRICT	679	1	5,388.80	0.00	5,388.80	03/09/2023		44079
			01/23-02/23 WELLFIELD	02212023		5,388.80	0.00	5,388.80			
116232	CHK	A	WILSON WILLIAMS LLP	5287	1	14,597.76	0.00	14,597.76	03/09/2023		44079
			02/23 LEGAL FEES	219		14,597.76	0.00	14,597.76			
116233	CHK	A	WOODLAND PARK SCHOOL DIST RE-2	1262	2	521,600.59	0.00	521,600.59	03/09/2023		44079
			12/22 SALES TAX	03032023		320,917.24	0.00	320,917.24			
			01/2023 SALES TAX	03032023A		200,683.35	0.00	200,683.35			
116239	CHK	A	BEVERAGE DISTRIBUTORS	1132	1	484.86	0.00	484.86	03/16/2023		44138
			LIQUOR - UPCC	348176660		484.86	0.00	484.86			
116240	CHK	A	CAPITAL ONE, N.A.	5298	1	250.21	0.00	250.21	03/16/2023		44138
			02/2023 CHARGES	2192023		250.21	0.00	250.21			
116241	CHK	A	CHAD MILDBRANDT	5159	1	152.00	0.00	152.00	03/16/2023		44138
			BARTENDING - UPCC	03132023		152.00	0.00	152.00			
116242	CHK	A	CINTAS CORPORATION NO 2	4977	1	109.87	0.00	109.87	03/16/2023		44138
			UNIFORMS - FLEET	4148271638		109.87	0.00	109.87			
116243	CHK	A	GALLS, LLC	5221	4	420.74	0.00	420.74	03/16/2023		44138
			UNIFORMS - WPPD	023590995		77.34	0.00	77.34			
			UNIFORMS - WPPD	023676416		123.20	0.00	123.20			
			UNIFORMS - WPPD	023700315		92.81	0.00	92.81			
			UNIFORMS - WPPD	023714951		127.39	0.00	127.39			
116244	CHK	A	HOLMAN	4630	1	1,176.57	0.00	1,176.57	03/16/2023		44138
			#30	1928993		1,176.57	0.00	1,176.57			
116245	CHK	A	KS STATEBANK	5217	1	377.98	0.00	377.98	03/16/2023		44138
			KYOCERA COPIER - WAC	57341-4-2023		377.98	0.00	377.98			
116246	CHK	A	LAFAVER, DALTON	4494	1	260.00	0.00	260.00	03/16/2023		44138
			BASKETBALL OFFICIATING	03142023		260.00	0.00	260.00			
116247	CHK	A	LEXIS NEXIS ACCURINT	3379	1	36.00	0.00	36.00	03/16/2023		44138
			02/2023 CONTRACT	1209360-20230228		36.00	0.00	36.00			

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116248	CHK	A	SARAH MINTON COFFEE REIMBURSEMENT	1 03142023	1	40.00 40.00	0.00 0.00	40.00 40.00	03/16/2023		44138
116249	CHK	A	JIM KNOPP USE TAX REFUND #M98800	1 M98800	1	595.03 595.03	0.00 0.00	595.03 595.03	03/16/2023		44138
116250	CHK	A	PAUL D. SCHULTZ ETHICS TRAINING - WPPD	5331 03102023	1	1,135.00 1,135.00	0.00 0.00	1,135.00 1,135.00	03/16/2023		44138
116251	CHK	A	PAVEMENT REPAIR & SUPPLIES INC PERMA PATCH - STREETS	3202 2023-856	1	2,380.00 2,380.00	0.00 0.00	2,380.00 2,380.00	03/16/2023		44138
116252	CHK	A	PIKES PEAK TELEVISION, INC 02/23 WEATHER CAMERA	4663 636981-2	1	1,000.00 1,000.00	0.00 0.00	1,000.00 1,000.00	03/16/2023		44138
116253	CHK	A	SILL-TERHAR MOTORS INC Budgeted Patrol Vehicles Budgeted Patrol Vehicles	4533 167529 167530	2	81,642.00 40,821.00 40,821.00	0.00 0.00 0.00	81,642.00 40,821.00 40,821.00	03/16/2023		44138
116254	CHK	A	UNCC UTILITY NOTIFICATION CNTR UTILITY LOCATES UTILITY LOCATES	2012 223021364 223021364	2	122.55 122.55 122.55	0.00 0.00 0.00	122.55 42.90 79.65	03/16/2023		44138
116255	CHK	A	VERO BROADBAND, LLC WP SIGN	5423 10642	1	59.95 59.95	0.00 0.00	59.95 59.95	03/16/2023		44138
116256	CHK	A	WASTE MANAGEMENT WOODLAND PARK DEER DISPOSAL	3004 0006268-2517-8	1	19.93 19.93	0.00 0.00	19.93 19.93	03/16/2023		44138
116257	CHK	A	WEX HEALTH INC 02/23 FSA	5283 0001684696-IN	1	83.00 83.00	0.00 0.00	83.00 83.00	03/16/2023		44138
116258	CHK	A	WHISLER INDUSTRIAL SUPPLY #20 REPAIR #20 REPAIR #53 REPAIR	682 2436336 2436336 2436434	3	164.83 20.87 20.87 143.96	0.00 0.00 0.00 0.00	164.83 7.31 13.56 143.96	03/16/2023		44138
116259	CHK	A	WIRELESS WATCHDOGS, LLC 02/23 MAINTENANCE	5102 IN0102599	1	80.00 80.00	0.00 0.00	80.00 80.00	03/16/2023		44138
116260	CHK	A	XEROX BUSINESS SOLUTIONS SOUTH 03/23-04/23 BILLING	5336 IN4316472	1	1,524.03 1,524.03	0.00 0.00	1,524.03 1,524.03	03/16/2023		44138
116261	CHK	A	AFFORDABLE FLAGS & FIREWORKS REPAIR PARTS - F&G	24 122804	1	61.70 61.70	0.00 0.00	61.70 61.70	03/23/2023		44162
116262	CHK	A	AIS SPECIALTY PRODUCTS, INC SUPPLIES - F&G	3074 PSI489768	1	1,074.00 1,074.00	0.00 0.00	1,074.00 1,074.00	03/23/2023		44162
116263	CHK	A	ARMENTROUT 1215 KAREN LANE 1210 KAREN LANE	5465 917 923	2	700.00 350.00 350.00	0.00 0.00 0.00	700.00 350.00 350.00	03/23/2023		44162
116264	CHK	A	BOBCAT OF THE ROCKIES, LLC PARTS - F&G BACKPACK BLOWER - F&G	3724 66141599 66141602	2	2,221.07 1,760.64 460.43	0.00 0.00 0.00	2,221.07 1,760.64 460.43	03/23/2023		44162

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116265	CHK	A	BRAVO SCREEN PRINTING, INC. VOLLEYBALL - P&R	3466 10591	1	957.78 957.78	0.00 0.00	957.78 957.78	03/23/2023		44162
116266	CHK	A	CASELLE INC 04/23 CONTRACT 04/23 CONTRACT	2356 123248 123248	2	513.00 513.00 513.00	0.00 0.00 0.00	513.00 333.45 179.55	03/23/2023		44162
116267	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FLEET	4977 4148975508	1	109.87 109.87	0.00 0.00	109.87 109.87	03/23/2023		44162
116268	CHK	A	CINTAS FIRE PROTECTION INSPECTION - WAC	3604 0F47570104	1	1,037.65 1,037.65	0.00 0.00	1,037.65 1,037.65	03/23/2023		44162
116269	CHK	A	COLO STATE FOREST SERVICE BEETLE INSPECTION	180 92846	1	3,700.00 3,700.00	0.00 0.00	3,700.00 3,700.00	03/23/2023		44162
116270	CHK	A	COLORADO ANALYTICAL LAB LAB SERVICES - WWTP	4028 230124024	1	623.40 623.40	0.00 0.00	623.40 623.40	03/23/2023		44162
116271	CHK	A	COLORADO LOCATES STREETLAMP LOCATES	5468 2023023	1	750.00 750.00	0.00 0.00	750.00 750.00	03/23/2023		44162
116272	CHK	A	CORE & MAIN LP METER SETTER - F/S	4980 R985151	1	4,054.20 4,054.20	0.00 0.00	4,054.20 4,054.20	03/23/2023		44162
116273	CHK	A	DEEP ROCK WATER SUBSCRIPTION	5263 21072370031823	1	7.95 7.95	0.00 0.00	7.95 7.95	03/23/2023		44162
116274	CHK	A	DYCHES, STANLEY LEE JR. OFFICIAL	4932 03202023	1	182.00 182.00	0.00 0.00	182.00 182.00	03/23/2023		44162
116275	CHK	A	EL PASO CTY PUBLIC HEALTH LABO BACTERIOLOGICAL TESTS - WTP	241 EHS20219320	1	252.00 252.00	0.00 0.00	252.00 252.00	03/23/2023		44162
116276	CHK	A	EMPLOYERS COUNCIL SERVICES, IN BACKGROUND CHECKS	5099 455823	1	192.50 192.50	0.00 0.00	192.50 192.50	03/23/2023		44162
116277	CHK	A	ENDRESS & HAUSER INC SUPPLIES - WWTP	5083 6002420804	1	1,662.45 1,662.45	0.00 0.00	1,662.45 1,662.45	03/23/2023		44162
116278	CHK	A	GRAINGER INC. SUPPLIES - F&G SUPPLIES - F&G FIRST AID KIT SUPPLIES - WWTP SUPPLIES - WWTP	282 9621819995 9623881159 9627107312 9630187947 9631396141	5	1,110.93 722.61 83.18 124.11 72.50 108.53	0.00 0.00 0.00 0.00 0.00 0.00	1,110.93 722.61 83.18 124.11 72.50 108.53	03/23/2023		44162
116279	CHK	A	HAYNES MECHANICAL SYSTEMS REPLACE MOTOR - WAC Annual PMI Agreement	3359 SRVCE000120021 SRVCE000121613	2	5,230.50 2,836.00 2,394.50	0.00 0.00 0.00	5,230.50 2,836.00 2,394.50	03/23/2023		44162
116280	CHK	A	HIGH COUNTRY PEST CONTROL 02/23 PEST CONTROL	3822 141127	1	112.00 112.00	0.00 0.00	112.00 112.00	03/23/2023		44162
116281	CHK	A	HOLMAN PLOW PARTS	4630 1931633	1	180.07 180.07	0.00 0.00	180.07 180.07	03/23/2023		44162

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116282	CHK	A	INTERSTATE CHEMICAL CO, INC. SODA ASH - WTP	2387 532258	1	18,678.00 18,678.00	0.00 0.00	18,678.00 18,678.00	03/23/2023		44162
116283	CHK	A	KIMLEY-HORN AND ASSOCIATES, INC HWY. 67 WIDENING	5164 096883003-0223	1	7,350.00 7,350.00	0.00 0.00	7,350.00 7,350.00	03/23/2023		44162
116284	CHK	A	MCCANDLESS TRUCK CENTER LLC #41	2792 P103107115:01	1	37.76 37.76	0.00 0.00	37.76 37.76	03/23/2023		44162
116285	CHK	A	LINDA ALLRED REIMBURSEMENT	1 02082023	1	400.00 400.00	0.00 0.00	400.00 400.00	03/23/2023		44162
116286	CHK	A	JASON DENNISON LODGING REIMBURSEMENT	1 03082023	1	141.82 141.82	0.00 0.00	141.82 141.82	03/23/2023		44162
116287	CHK	A	NICOLE HANSON UTILITY REFUND	1 3946.06	1	55.23 55.23	0.00 0.00	55.23 55.23	03/23/2023		44162
116288	CHK	A	DAVID DERNBAUCH UTILITY REFUND	1 5003.01	1	55.71 55.71	0.00 0.00	55.71 55.71	03/23/2023		44162
116289	CHK	A	JESSICA ANSTETT UTILITY DEPOSIT REFUND	1 5336.13	1	14.24 14.24	0.00 0.00	14.24 14.24	03/23/2023		44162
116290	CHK	A	VCG WOODLAND LLC UTILITY REFUND	1 5647.03	1	800.00 800.00	0.00 0.00	800.00 800.00	03/23/2023		44162
116291	CHK	A	MUNICIPAL TREATMENT EQUIPMENT Tank Stand-Metering Pump METERING PUMP & SUPPLIES	451 22906 22906A	2	3,716.70 3,702.70 14.00	0.00 0.00 0.00	3,716.70 3,702.70 14.00	03/23/2023		44162
116292	CHK	A	NAPA AUTO PARTS 03/2023 CHARGES 03/2023 CHARGES 03/2023 CHARGES	2048 2282023 2282023 2282023	3	1,205.54 1,205.54 1,205.54 1,205.54	0.00 0.00 0.00 0.00	1,205.54 84.25 42.50 1,078.79	03/23/2023		44162
116293	CHK	A	PEAK VIEW ROOFING LLC ROOF REPAIR - F&G	5324 102677	1	2,640.00 2,640.00	0.00 0.00	2,640.00 2,640.00	03/23/2023		44162
116294	CHK	A	SGS ACCUTEST INC. 01/23 WATER QUALITY TEST	4859 52160145590	1	208.00 208.00	0.00 0.00	208.00 208.00	03/23/2023		44162
116295	CHK	A	SHERWIN-WILLIAMS PAINT - F&G PAINT - F&G PAINT - F&G	1890 4283-7 4317-3 4325-6	3	449.50 102.48 97.97 249.05	0.00 0.00 0.00 0.00	449.50 102.48 97.97 249.05	03/23/2023		44162
116296	CHK	A	SMARTFORCE TECHNOLOGIES, INC ANALYTICS SUBSCRIPTION	5470 4418A	1	999.80 999.80	0.00 0.00	999.80 999.80	03/23/2023		44162
116297	CHK	A	SOUTHWEST CONTRACTOR SUPPLIES CLOTHING & SUPPLIES - WWTP	5115 2305	1	1,190.75 1,190.75	0.00 0.00	1,190.75 1,190.75	03/23/2023		44162
116298	CHK	A	STANLEY CONVERGENT SECURITY SO 03/23 MAINTENANCE	4042 6003202261	1	398.82 398.82	0.00 0.00	398.82 398.82	03/23/2023		44162

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116299	CHK	A	TDS BROADBAND LLC	5335	1	89.95	0.00	89.95	03/23/2023		44162
			03/23-04/23 CHARGES	03062023		89.95	0.00	89.95			
116300	CHK	A	TELLER COUNTY WASTE	4158	1	444.80	0.00	444.80	03/23/2023		44162
			04/23 PORTABLE RESTROOMS	44494		444.80	0.00	444.80			
116301	CHK	A	TRACTOR SUPPLY COMPANY	4753	1	34.99	0.00	34.99	03/23/2023		44162
			02/2023 CHARGES	2272023		34.99	0.00	34.99			
116302	CHK	A	UPS STORE #1374	416	3	142.77	0.00	142.77	03/23/2023		44162
			02/2023 CHARGES	2282023		142.77	0.00	84.48			
			02/2023 CHARGES	2282023		142.77	0.00	32.24			
			02/2023 CHARGES	2282023		142.77	0.00	26.05			
116303	CHK	A	USA BLUEBOOK	1779	3	473.01	0.00	473.01	03/23/2023		44162
			LEATHERMAN	278788		259.93	0.00	90.98			
			LEATHERMAN	278788		259.93	0.00	168.95			
			SUPPLIES - WWTP	283846		213.08	0.00	213.08			
116304	CHK	A	VERO BROADBAND, LLC	5423	10	24,155.56	0.00	24,155.56	03/23/2023		44162
			02/2023 CHARGES	02012023		9,711.97	0.00	491.55			
			02/2023 CHARGES	02012023		9,711.97	0.00	491.55			
			02/2023 CHARGES	02012023		9,711.97	0.00	8,018.29			
			02/2023 CHARGES	02012023		9,711.97	0.00	710.58			
			02/2023 CHARGES	02012023A		2,365.81	0.00	2,365.81			
			03/2023 CHARGES	03012023		9,711.97	0.00	491.55			
			03/2023 CHARGES	03012023		9,711.97	0.00	8,018.29			
			03/2023 CHARGES	03012023		9,711.97	0.00	710.58			
			03/2023 CHARGES	03012023		9,711.97	0.00	491.55			
			03/2023 CHARGES	03012023A		2,365.81	0.00	2,365.81			
116305	CHK	A	WAGNER EQUIPMENT CO.	666	1	301.98	0.00	301.98	03/23/2023		44162
			SOLENOID	P39C0391478		301.98	0.00	301.98			
116306	CHK	A	WILSON & COMPANY, INC.	5212	1	37,690.00	0.00	37,690.00	03/23/2023		44162
			01/23-02/23 PROFESSIONAL SVCS.	114139		37,690.00	0.00	37,690.00			
116310	CHK	A	4 RIVERS EQUIPMENT	130	1	16,000.00	0.00	16,000.00	03/30/2023		44210
			244 Loader Replacement	71914		16,000.00	0.00	16,000.00			
116311	CHK	A	BASLINE ENGINEERING CORPORATI	5408	2	239.50	0.00	239.50	03/30/2023		44210
			02/23 PROFESSIONAL SERVICES	27336		87.00	0.00	87.00			
			2/23 PROFESSIONAL SERVICES	27337		152.50	0.00	152.50			
116312	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	03/30/2023		44210
			ACCT. SUPPORT SERVICES	03242023		840.00	0.00	840.00			
116313	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	152.00	0.00	152.00	03/30/2023		44210
			UNIFORM - BROWN	23-11484		152.00	0.00	152.00			
116314	CHK	A	CANYON SYSTEMS, INC.	1193	1	1,017.47	0.00	1,017.47	03/30/2023		44210
			REPAIR KIT - WWTP	15916		1,017.47	0.00	1,017.47			
116315	CHK	A	CAPITAL ONE, N.A.	5298	1	55.60	0.00	55.60	03/30/2023		44210
			03/2023 CHARGES	3192023		55.60	0.00	55.60			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
116316	CHK	A	CCP INDUSTRIES	4180	2	659.74	0.00	659.74	03/30/2023		44210
			TOWELS	IN03164087		243.19	0.00	243.19			
			REFILL - FIRST AID KIT	IN03213603		416.55	0.00	416.55			
116317	CHK	A	CINTAS CORPORATION NO 2	4977	1	109.87	0.00	109.87	03/30/2023		44210
			UNIFORMS - FL	4149679371		109.87	0.00	109.87			
116318	CHK	A	COLORADO ANALYTICAL LAB	4028	3	1,388.00	0.00	1,388.00	03/30/2023		44210
			SLUDGE - WWTP	230214158		1,135.00	0.00	1,135.00			
			LAB SERVICES - WWTP	230307068		119.00	0.00	119.00			
			LAB SERVICES - WWTP	230307069		134.00	0.00	134.00			
116319	CHK	A	CROSS POINT POLYGRAPH	5294	1	200.00	0.00	200.00	03/30/2023		44210
			POLYGRAPH - PD	1170		200.00	0.00	200.00			
116320	CHK	A	DANIELS LONG CHEVROLET	203	1	143.55	0.00	143.55	03/30/2023		44210
			#19 BELT KIT	650235		143.55	0.00	143.55			
116321	CHK	A	DOMINIC JORDAN MADRONIO	5313	1	276.00	0.00	276.00	03/30/2023		44210
			TRAINING - MEALS	03232023		276.00	0.00	276.00			
116322	CHK	A	DYLAN MILDBRANDT	5312	2	294.00	0.00	294.00	03/30/2023		44210
			BARTENDING - UPCC	03242023		139.00	0.00	139.00			
			BARTENDING - UPCC	03282023		155.00	0.00	155.00			
116323	CHK	A	GALLS, LLC	5221	5	602.52	0.00	602.52	03/30/2023		44210
			UNIFORMS - WPPD	023739954		92.96	0.00	92.96			
			UNIFORMS - WPPD	023759896		127.39	0.00	127.39			
			UNIFORMS - WPPD	023759897		127.39	0.00	127.39			
			UNIFORMS - WPPD	023759898		127.39	0.00	127.39			
			UNIFORMS - WPPD	023759900		127.39	0.00	127.39			
116324	CHK	A	GRAINGER INC.	282	2	136.82	0.00	136.82	03/30/2023		44210
			SUPPLIES - WWTP	9648200922		109.62	0.00	109.62			
			BULBS - WWTP	9649713089		27.20	0.00	27.20			
116325	CHK	A	KROGER-KING SOOPERS CUST CHGS	145	2	131.90	0.00	131.90	03/30/2023		44210
			03/2023 CHARGES	3282023		131.90	0.00	101.94			
			03/2023 CHARGES	3282023		131.90	0.00	29.96			
116326	CHK	A	KUBWATER RESOURCES INC	4643	1	4,727.52	0.00	4,727.52	03/30/2023		44210
			COMPOST - WWTP	11649		4,727.52	0.00	4,727.52			
116327	CHK	A	LOGAN SIMPSON DESIGN INC	5282	1	3,308.00	0.00	3,308.00	03/30/2023		44210
			PTOS Master Plan	31401		3,308.00	0.00	3,308.00			
116328	CHK	A	MCCANDLESS TRUCK CENTER LLC	2792	1	473.00	0.00	473.00	03/30/2023		44210
			REPAIR - LABOR	S103021368:01		473.00	0.00	473.00			
116329	CHK	A	UNITED HEALTHCARE SERVICES INC	1	1	203.63	0.00	203.63	03/30/2023		44210
			UTILITY REFUND	1240.05		203.63	0.00	203.63			
116330	CHK	A	UNITED HEALTHCARE SERVICES INC	1	1	184.51	0.00	184.51	03/30/2023		44210
			UTILITY REFUND	1243.05		184.51	0.00	184.51			
116331	CHK	A	JAMES HEROLD	1	1	63.51	0.00	63.51	03/30/2023		44210

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			UTILITY REFUND	4631.03		63.51	0.00	63.51			
116332	CHK	A	RON PETICA	1	1	600.00	0.00	600.00	03/30/2023		44210
			REPAIR FOR DAMAGED FENCE	INV0195		600.00	0.00	600.00			
116333	CHK	A	DEAN WATERS	1	1	197.37	0.00	197.37	03/30/2023		44210
			USE TAX REFUND	M61720		197.37	0.00	197.37			
116334	CHK	A	PIKES PEAK REGIONAL BUILDING D	4647	1	14.19	0.00	14.19	03/30/2023		44210
			02/2023 PLAN FEES	03022023		14.19	0.00	14.19			
116335	CHK	A	QUADIEN, INC	5209	1	105.00	0.00	105.00	03/30/2023		44210
			04/23-07/23 SERVICE PAK	60021680		105.00	0.00	105.00			
116336	CHK	A	SAFETY-KLEEN SYSTEMS, INC.	555	1	270.00	0.00	270.00	03/30/2023		44210
			SOLVENT - FLEET	91205165		270.00	0.00	270.00			
116337	CHK	A	SAFEWAY, INC.	1908	1	111.58	0.00	111.58	03/30/2023		44210
			3/2023 CHARGES & 09/22 CREDIT	3142023		111.58	0.00	111.58			
116338	CHK	A	STANDARD INSURANCE COMPANY	1091	1	3,176.75	0.00	3,176.75	03/30/2023		44210
			04/23 STD & LTD	03172023		3,176.75	0.00	3,176.75			
116339	CHK	A	RED BARON CAR WASH	4191	2	306.00	0.00	306.00	03/30/2023		44210
			02/23 CHARGES	2202		306.00	0.00	301.00			
			02/23 CHARGES	2202		306.00	0.00	5.00			
116340	CHK	A	TELLER COUNTY CLERK & RECORDER	3898	1	13.00	0.00	13.00	03/30/2023		44210
			RECORDING FEE- 410 SCOTT AVE	03282023		13.00	0.00	13.00			
116341	CHK	A	TELLER COUNTY WASTE	4158	4	708.75	0.00	708.75	03/30/2023		44210
			04/2023 CONTRACT	03022023		708.75	0.00	39.00			
			04/2023 CONTRACT	03022023		708.75	0.00	88.75			
			04/2023 CONTRACT	03022023		708.75	0.00	433.00			
			04/2023 CONTRACT	03022023		708.75	0.00	148.00			
116342	CHK	A	US POSTAL SERVICE	516	1	290.00	0.00	290.00	03/30/2023		44210
			PERMIT #24 - UTILITIES	03132023		290.00	0.00	290.00			
116343	CHK	A	USA BLUEBOOK	5471	1	419.87	0.00	419.87	03/30/2023		44210
			CHEMICALS - WWTP	286929		419.87	0.00	419.87			
116344	CHK	A	VERIZON	3856	7	3,478.73	0.00	3,478.73	03/30/2023		44210
			01/2023 CHARGES	9926284693		3,155.22	0.00	191.02			
			01/2023 CHARGES	9926284693		3,155.22	0.00	172.86			
			01/2023 CHARGES	9926284693		3,155.22	0.00	2,843.49			
			01/2023 CHARGES	9926284693		3,155.22	0.00	46.91-			
			01/2023 CHARGES	9926284693		3,155.22	0.00	5.24-			
			02/2023 CHARGES	9928669155		323.51	0.00	215.28			
			02/2023 CHARGES	9928669155		323.51	0.00	108.23			
116345	CHK	A	WOODLAND HARDWARE & RENTAL	2739	2	275.35	0.00	275.35	03/30/2023	VOID	44210
			02/2023 CHARGES	2282023		275.35	0.00	95.19			
			02/2023 CHARGES	2282023		275.35	0.00	180.16			
REGISTER TOTALS Checks: 192 Voids: 1											
					286	1,020,662.52	0.00	1,020,662.52			

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Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
19043	WTO	1	1,348.43	233.13	1,115.30	3/10/2023
19044	Lifeguard	1	604.01	72.32	531.69	3/10/2023
19045	Lifeguard	1	343.92	34.32	309.60	3/10/2023
19046	Lifeguard	1	266.18	24.36	241.82	3/10/2023
19047	MW II	1	1,646.47	578.84	1,067.63	3/10/2023
19048	Lifeguard	1	293.77	27.48	266.29	3/10/2023
19049	Lifeguard	1	236.45	21.09	215.36	3/10/2023
19050	Lifeguard	1	96.73	7.40	89.33	3/10/2023
19051	Lifeguard	1	102.38	7.83	94.55	3/10/2023
19052	Lifeguard	1	340.34	33.03	307.31	3/10/2023
19053	Maint. Worker I - PBG	1	1,513.60	426.53	1,087.07	3/10/2023
19054	Lifeguard	1	788.29	112.87	675.42	3/24/2023
19055	Lifeguard	1	128.97	9.86	119.11	3/24/2023
19056	Lifeguard	1	433.39	44.15	389.24	3/24/2023
19057	Lifeguard	1	150.47	11.51	138.96	3/24/2023
19058	Lifeguard	1	324.19	31.80	292.39	3/24/2023
19059	Lifeguard	1	204.20	16.62	187.58	3/24/2023
19060	Lifeguard	1	322.43	31.67	290.76	3/24/2023
19061	Lifeguard	1	96.73	7.39	89.34	3/24/2023
19062	Maint. Worker I - PBG	1	1,513.60	426.51	1,087.09	3/24/2023
51679	Fleet Mechanic I	1	1,995.43	579.25	1,416.18	3/10/2023
51680	Lifeguard	1	631.31	111.35	519.96	3/10/2023
51681	Police Officer II	1	2,281.50	565.52	1,715.98	3/10/2023
51682	Police Officer II	1	2,470.50	580.89	1,889.61	3/10/2023
51683	Corporal	1	3,323.45	715.64	2,607.81	3/10/2023
51684	Assistant Dispatch Supervisor	1	2,810.61	822.97	1,987.64	3/10/2023
51685	Dispatcher I	1	2,001.40	510.10	1,491.30	3/10/2023
51686	MWI	1	1,437.92	397.90	1,040.02	3/10/2023
51687	Utility Billing Techni	1	2,030.40	681.84	1,348.56	3/10/2023
51688	Planner	1	2,758.40	882.98	1,875.42	3/10/2023
51689	Grant Analyst	1	2,491.87	408.49	2,083.38	3/10/2023
51690	Maintenance Worker II Field S	1	2,274.59	561.80	1,712.79	3/10/2023
51691	Water Fitness Instruct	1	476.28	42.44	433.84	3/10/2023
51692	Crew Chief-Field Service	1	3,127.70	1,793.24	1,334.46	3/10/2023
51693	Dispatcher	1	1,966.45	374.92	1,591.53	3/10/2023
51694	MUNICIPAL COURT CLERK	1	1,197.30	247.57	949.73	3/10/2023
51695	Maintenance Worker I P	1	1,390.77	332.95	1,057.82	3/10/2023
51696	Police Officer II	1	3,100.13	555.35	2,544.78	3/10/2023
51697	Sergeant	1	3,295.98	1,365.60	1,930.38	3/10/2023
51698	Lifeguard	1	2,297.70	768.23	1,529.47	3/10/2023
51699	Chief of Police	1	4,662.00	1,245.21	3,416.79	3/10/2023
51700	Police Officer I	1	2,705.02	551.70	2,153.32	3/10/2023
51701	PT Snow Plowing	1	655.20	64.13	591.07	3/10/2023
51702	Code Compliance	1	1,995.14	579.40	1,415.74	3/10/2023
51703	Police Officer I	1	2,014.32	500.27	1,514.05	3/10/2023
51704	Accounting Manager	1	3,209.79	1,083.22	2,126.57	3/10/2023
51705	Maintenance Worker II Street	1	323.61	24.75	298.86	3/10/2023
51706	MWI	1	1,328.00	208.00	1,120.00	3/10/2023
51707	Sales Tax Accountant	1	2,002.20	321.15	1,681.05	3/10/2023
51708	Lifeguard	1	118.22	9.04	109.18	3/10/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
51709	PT Snow Plowing	1	898.56	92.75	805.81	3/10/2023
51710	Police Officer I	1	2,700.07	742.63	1,957.44	3/10/2023
51711	Sports Coordinator	1	1,954.63	471.70	1,482.93	3/10/2023
51712	Lifeguard	1	89.52	6.85	82.67	3/10/2023
51713	Senior Planner	1	3,076.92	901.71	2,175.21	3/10/2023
51714	MW I	1	1,478.26	556.41	921.85	3/10/2023
51715	Lifeguard	1	114.64	8.78	105.86	3/10/2023
51716	Dispatcher I	1	1,864.50	746.01	1,118.49	3/10/2023
51717	Communications Specialist	1	1,840.00	574.98	1,265.02	3/10/2023
51718	PD Admin Assist/Teen C	1	2,372.49	656.85	1,715.64	3/10/2023
51719	Finance Admin. Asst./C	1	1,904.00	632.27	1,271.73	3/10/2023
51720	Police Officer	1	3,317.07	683.18	2,633.89	3/10/2023
51721	Dispatcher II	1	2,168.43	497.43	1,671.00	3/10/2023
51722	HR Generalist	1	3,283.46	1,201.02	2,082.44	3/10/2023
51723	Assistant to the City Manager	1	2,889.82	870.99	2,018.83	3/10/2023
51724	Police Officer I	1	2,631.02	484.68	2,146.34	3/10/2023
51725	Pool Attendant	1	247.19	21.91	225.28	3/10/2023
51726	MWI	1	1,602.60	337.68	1,264.92	3/10/2023
51727	Parks and Rec Director	1	4,144.66	1,494.21	2,650.45	3/10/2023
51728	WWTO	1	1,513.60	522.71	990.89	3/10/2023
51729	Lifeguard	1	204.20	16.62	187.58	3/10/2023
51730	Lifeguard	1	1,259.28	262.76	996.52	3/10/2023
51731	Event Center Coordinat	1	1,923.08	463.11	1,459.97	3/10/2023
51732	Construction Inspector	1	2,415.50	997.74	1,417.76	3/10/2023
51733	Maintenance Worker II - Stree	1	1,779.31	344.94	1,434.37	3/10/2023
51734	City Manager	1	5,993.97	1,952.14	4,041.83	3/10/2023
51735	City Clerk/Deputy City	1	4,558.93	2,477.74	2,081.19	3/10/2023
51736	Lifeguard	1	518.70	54.68	464.02	3/10/2023
51737	Lifeguard	1	374.00	37.62	336.38	3/10/2023
51738	Dispatcher II	1	1,982.43	532.99	1,449.44	3/10/2023
51739	WWTO	1	1,757.18	589.03	1,168.15	3/10/2023
51740	Police Officer	1	3,507.21	759.75	2,747.46	3/10/2023
51741	WWTO B	1	2,406.20	512.22	1,893.98	3/10/2023
51742	Presiding Municipal Co	1	1,390.18	217.91	1,172.27	3/10/2023
51743	P&R Sports Site Supv	1	455.49	39.84	415.65	3/10/2023
51744	UPCC-ASSISTANT	1	598.32	107.69	490.63	3/10/2023
51745	Lifeguard	1	349.40	26.73	322.67	3/10/2023
51746	Deputy City Clerk	1	2,239.32	544.48	1,694.84	3/10/2023
51747	Assistant Aquatics Manager	1	1,828.18	468.28	1,359.90	3/10/2023
51748	Victims Advocate Coord	1	3,233.01	1,330.54	1,902.47	3/10/2023
51749	Water Treatment Operat	1	2,020.00	619.34	1,400.66	3/10/2023
51750	Superintendent	1	3,342.39	1,201.06	2,141.33	3/10/2023
51751	Police Officer I	1	2,600.91	884.75	1,716.16	3/10/2023
51752	Lifeguard	1	282.67	26.63	256.04	3/10/2023
51753	Maint. Worker II - Str	1	2,386.92	776.12	1,610.80	3/10/2023
51754	Program Coordinator	1	1,888.92	700.14	1,188.78	3/10/2023
51755	Lifeguard	1	505.13	53.65	451.48	3/10/2023
51756	Lieutenant	1	3,330.12	1,464.47	1,865.65	3/10/2023
51757	Dispatcher	1	1,780.75	588.26	1,192.49	3/10/2023
51758	Planning Director	1	4,397.95	2,020.42	2,377.53	3/10/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
51759	Public Works Director	1	4,830.00	1,345.38	3,484.62	3/10/2023
51760	Help Desk Tech	1	1,890.30	376.17	1,514.13	3/10/2023
51761	PT Meter Reader	1	216.00	18.53	197.47	3/10/2023
51762	Utilities Supervisor	1	2,756.30	1,214.61	1,541.69	3/10/2023
51763	Permit Technician	1	949.03	262.59	686.44	3/10/2023
51764	MW II	1	2,811.00	1,026.25	1,784.75	3/10/2023
51765	Lifeguard	1	569.89	64.33	505.56	3/10/2023
51766	Fitness Instructor	1	44.34	3.39	40.95	3/10/2023
51767	Lead Lifeguard	1	926.64	162.55	764.09	3/10/2023
51768	Lifeguard	1	339.30	32.96	306.34	3/10/2023
51769	WWTP Chief Operator	1	3,402.29	1,371.56	2,030.73	3/10/2023
51770	Lifeguard	1	105.77	8.09	97.68	3/10/2023
51771	Fleet Crew Chief	1	2,623.20	805.39	1,817.81	3/10/2023
51772	Lifeguard	1	318.84	30.40	288.44	3/10/2023
51773	Dispatch Supervisor	1	2,621.00	1,232.33	1,388.67	3/10/2023
51774	Police Officer I	1	2,911.12	941.41	1,969.71	3/10/2023
51775	Lifeguard	1	85.98	6.58	79.40	3/10/2023
51776	Police Officer I	1	2,189.32	288.59	1,900.73	3/10/2023
51777	Crew Chief - PBG	1	2,796.00	784.32	2,011.68	3/10/2023
51778	Finance Director	1	4,954.19	1,515.21	3,438.98	3/10/2023
51779	Police Officer II	1	2,763.90	670.73	2,093.17	3/10/2023
51780	Corporal	1	2,793.77	700.51	2,093.26	3/10/2023
51781	PT Meter Reader	1	652.00	100.87	551.13	3/10/2023
51782	Aquatic Manager	1	2,976.79	930.13	2,046.66	3/10/2023
51783	WTP CHIEF OPERATOR	1	4,207.46	2,272.62	1,934.84	3/10/2023
51784	Utilities Director/Dep	1	5,315.21	2,470.56	2,844.65	3/10/2023
51785	Lifeguard	1	408.41	41.25	367.16	3/10/2023
51786	Lifeguard	1	261.52	24.01	237.51	3/10/2023
51787	Front Desk Representative	1	607.26	61.25	546.01	3/10/2023
51788	WTO	1	1,932.18	379.57	1,552.61	3/10/2023
51789	Fleet Mechanic I	1	1,995.43	579.25	1,416.18	3/24/2023
51790	Lifeguard	1	429.98	66.71	363.27	3/24/2023
51791	Police Officer II	1	2,712.45	666.17	2,046.28	3/24/2023
51792	Police Officer II	1	2,457.00	612.19	1,844.81	3/24/2023
51793	Corporal	1	3,112.88	680.90	2,431.98	3/24/2023
51794	Police Officer I	1	-	-	-	3/24/2023
51795	Dispatcher I	1	1,883.65	491.32	1,392.33	3/24/2023
51796	MWI	1	1,337.60	374.18	963.42	3/24/2023
51797	WTO	1	1,513.60	428.13	1,085.47	3/24/2023
51798	Utility Billing Techni	1	2,030.40	681.84	1,348.56	3/24/2023
51799	Planner	1	2,758.40	883.00	1,875.40	3/24/2023
51800	Grant Analyst	1	2,316.87	388.09	1,928.78	3/24/2023
51801	Maintenance Worker II Field S	1	2,569.56	647.01	1,922.55	3/24/2023
51802	Water Fitness Instruct	1	505.68	45.68	460.00	3/24/2023
51803	Crew Chief-Field Service	1	3,108.27	1,787.87	1,320.40	3/24/2023
51804	Dispatcher	1	1,907.39	370.99	1,536.40	3/24/2023
51805	MUNICIPAL COURT CLERK	1	1,274.05	265.65	1,008.40	3/24/2023
51806	Maintenance Worker I P	1	1,390.77	332.93	1,057.84	3/24/2023
51807	Police Officer II	1	2,579.64	480.80	2,098.84	3/24/2023
51808	Sergeant	1	3,369.22	1,378.44	1,990.78	3/24/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
51809	Lifeguard	1	2,297.70	768.22	1,529.48	3/24/2023
51810	Chief of Police	1	4,662.00	1,245.21	3,416.79	3/24/2023
51811	Police Officer I	1	2,545.08	524.27	2,020.81	3/24/2023
51812	PT Snow Plowing	1	1,736.28	260.92	1,475.36	3/24/2023
51813	Code Compliance	1	1,995.14	579.41	1,415.73	3/24/2023
51814	Police Officer I	1	2,014.32	500.28	1,514.04	3/24/2023
51815	Accounting Manager	1	3,209.79	1,083.22	2,126.57	3/24/2023
51816	MWI	1	1,477.40	226.42	1,250.98	3/24/2023
51817	Sales Tax Accountant	1	1,827.20	292.15	1,535.05	3/24/2023
51818	Lifeguard	1	97.92	7.50	90.42	3/24/2023
51819	Lifeguard	1	75.23	5.76	69.47	3/24/2023
51820	PT Snow Plowing	1	692.64	67.98	624.66	3/24/2023
51821	Police Officer I	1	2,732.21	753.18	1,979.03	3/24/2023
51822	Sports Coordinator	1	1,954.63	471.69	1,482.94	3/24/2023
51823	Senior Planner	1	3,076.92	901.70	2,175.22	3/24/2023
51824	MW I	1	1,478.26	556.41	921.85	3/24/2023
51825	Lifeguard	1	390.49	39.87	350.62	3/24/2023
51826	Dispatcher I	1	1,999.26	775.79	1,223.47	3/24/2023
51827	Communications Specialist	1	1,840.00	574.98	1,265.02	3/24/2023
51828	MW II	1	2,106.35	686.68	1,419.67	3/24/2023
51829	PD Admin Assist/Teen C	1	2,197.49	601.96	1,595.53	3/24/2023
51830	Finance Admin. Asst./C	1	1,904.00	632.28	1,271.72	3/24/2023
51831	Police Officer	1	2,719.90	604.78	2,115.12	3/24/2023
51832	Dispatcher II	1	1,971.31	460.54	1,510.77	3/24/2023
51833	HR Generalist	1	3,283.46	1,201.02	2,082.44	3/24/2023
51834	Assistant to the City Manager	1	2,889.82	871.01	2,018.81	3/24/2023
51835	Police Officer I	1	2,936.55	552.93	2,383.62	3/24/2023
51836	Pool Attendant	1	118.22	9.04	109.18	3/24/2023
51837	MWI	1	1,328.00	277.21	1,050.79	3/24/2023
51838	Parks and Rec Director	1	4,144.66	1,494.22	2,650.44	3/24/2023
51839	WWTO	1	1,513.60	522.71	990.89	3/24/2023
51840	Lifeguard	1	36.96	2.83	34.13	3/24/2023
51841	Lifeguard	1	1,049.40	212.51	836.89	3/24/2023
51842	Event Center Coordinat	1	1,923.08	463.12	1,459.96	3/24/2023
51843	Construction Inspector	1	2,426.82	1,000.95	1,425.87	3/24/2023
51844	Maintenance Worker II - Stree	1	1,971.25	386.10	1,585.15	3/24/2023
51845	City Manager	1	5,993.97	1,952.13	4,041.84	3/24/2023
51846	City Clerk/Deputy City	1	4,558.93	2,477.75	2,081.18	3/24/2023
51847	Lifeguard	1	58.01	4.44	53.57	3/24/2023
51848	Lifeguard	1	299.97	28.95	271.02	3/24/2023
51849	Dispatcher II	1	2,428.47	662.14	1,766.33	3/24/2023
51850	WWTO	1	1,757.18	589.04	1,168.14	3/24/2023
51851	Police Officer	1	2,878.65	665.24	2,213.41	3/24/2023
51852	WWTO B	1	2,320.45	495.29	1,825.16	3/24/2023
51853	Presiding Municipal Co	1	654.20	64.06	590.14	3/24/2023
51854	P&R Sports Site Supv	1	835.07	85.88	749.19	3/24/2023
51855	UPCC-ASSISTANT	1	598.32	107.67	490.65	3/24/2023
51856	Lifeguard	1	349.40	26.72	322.68	3/24/2023
51857	Deputy City Clerk	1	2,064.32	503.09	1,561.23	3/24/2023
51858	Assistant Aquatics Manager	1	1,653.18	425.91	1,227.27	3/24/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
51859	Victims Advocate Coord	1	2,673.22	1,152.63	1,520.59	3/24/2023
51860	Water Treatment Operat	1	2,020.00	619.34	1,400.66	3/24/2023
51861	Superintendent	1	3,342.39	1,201.07	2,141.32	3/24/2023
51862	Police Officer I	1	2,859.48	948.74	1,910.74	3/24/2023
51863	Lifeguard	1	160.73	12.29	148.44	3/24/2023
51864	Maint. Worker II - Str	1	8,996.65	3,030.54	5,966.11	3/24/2023
51865	Program Coordinator	1	1,906.70	704.63	1,202.07	3/24/2023
51866	Lieutenant	1	3,330.12	1,464.48	1,865.64	3/24/2023
51867	Dispatcher	1	1,738.85	632.00	1,106.85	3/24/2023
51868	Planning Director	1	4,397.95	2,020.43	2,377.52	3/24/2023
51869	Public Works Director	1	4,950.70	1,391.89	3,558.81	3/24/2023
51870	Lifeguard	1	111.06	8.50	102.56	3/24/2023
51871	Help Desk Tech	1	1,890.30	376.17	1,514.13	3/24/2023
51872	PT Meter Reader	1	288.00	27.03	260.97	3/24/2023
51873	Utilities Supervisor	1	2,811.36	1,229.86	1,581.50	3/24/2023
51874	Permit Technician	1	1,121.58	300.03	821.55	3/24/2023
51875	MW II	1	2,811.00	1,026.26	1,784.74	3/24/2023
51876	Lifeguard	1	102.38	7.82	94.56	3/24/2023
51877	Lead Lifeguard	1	1,061.28	195.01	866.27	3/24/2023
51878	Lifeguard	1	233.74	20.88	212.86	3/24/2023
51879	WWTP Chief Operator	1	3,785.06	1,463.76	2,321.30	3/24/2023
51880	Lifeguard	1	186.86	15.30	171.56	3/24/2023
51881	Fleet Crew Chief	1	2,713.27	836.12	1,877.15	3/24/2023
51882	Lifeguard	1	969.56	153.14	816.42	3/24/2023
51883	Dispatch Supervisor	1	2,670.14	1,251.48	1,418.66	3/24/2023
51884	Police Officer I	1	3,092.59	1,018.54	2,074.05	3/24/2023
51885	Police Officer I	1	2,014.32	258.21	1,756.11	3/24/2023
51886	Crew Chief - PBG	1	2,621.00	741.95	1,879.05	3/24/2023
51887	Finance Director	1	5,205.10	1,594.07	3,611.03	3/24/2023
51888	Police Officer II	1	3,009.58	758.42	2,251.16	3/24/2023
51889	Corporal	1	3,434.03	992.71	2,441.32	3/24/2023
51890	PT Meter Reader	1	847.60	124.84	722.76	3/24/2023
51891	Aquatic Manager	1	2,976.79	930.13	2,046.66	3/24/2023
51892	WTP CHIEF OPERATOR	1	4,207.46	2,272.61	1,934.85	3/24/2023
51893	Utilities Director/Dep	1	5,315.21	2,469.38	2,845.83	3/24/2023
51894	Front Desk Representative	1	931.83	133.54	798.29	3/24/2023
51895	WTO	1	1,757.18	340.67	1,416.51	3/24/2023
			462,659.21	140,351.93	322,307.28	



City of Woodland Park Staff Report for City Council

Meeting Date: April 20, 2023

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
Interoffice Memorandum	Finance	Aaron Vassalotti Finance Director

ITEM:

Monthly Report of Mayor and Council Expenses

The following is a summary of the Council and Mayor Expenses for March 2023.

March 2023

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Miscellaneous expenses	\$17,950	\$0.00	\$0.00	\$17,950.00	0%
Training/Travel	\$10,000	\$0.00	\$0.00	\$10,000.00	0%
Supplies	\$150	\$0.00	\$0.00	\$150.00	0%
Meetings/Mileage/Meals	\$3,000	\$145.38	\$408.83	\$2,591.17	14%
Special Projects	\$500	\$0.00	\$0.00	\$500.00	0%
Total	\$31,600	\$145.38	\$408.83	\$31,191.17	1%



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: April 20, 2023

SUBJECT: Approval of Housing Needs Assessment Contract.
(Presenter Assistant to the City Manager, Grace Johnson)

BACKGROUND: The City received four responses to a Request for Proposal for the performance of a Housing Needs Assessments for the City of Woodland Park. The proposals received were all competitive and City staff interviewed all firms that responded to the RFP. Responding firms were assessed based on qualifications/similar experience; overall presentation, level of detail, and project understanding; the project team and sub-consultants; and price. Proposals were adjudicated on each of those four criteria.

The winning proposal came from Points Consulting of Idaho. A notice of intent to award was sent to Points Consulting on March 30, 2023. City staff seeks Council support to approve the attached contract with Points Consulting.

RECOMMENDATION: Approve Housing Needs Assessment contract with Points Consulting in the amount of \$60,300.

ATTACHMENTS: 1. POINTS CONSULTING PROFESSIONAL SERVICES AGREEMENT

***POINTS CONSULTING
PROFESSIONAL SERVICES AGREEMENT WITH
THE CITY OF WOODLAND PARK, COLORADO FOR A HOUSING NEEDS
ASSESSMENT***

Date: 04/04/2023

Client: *The City of Woodland Park, Colorado*

This Contract for Services is made effective as of 04/04/2023 by and between The City of Woodland Park, Colorado of 220 West South Avenue, Woodland Park, Colorado 80863 (the "Recipient"), and Points Consulting LLC of 409 S. Jackson St., Suite 201, Moscow, Idaho 83843 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on 04/04/2023 Points Consulting LLC will provide to the Recipient the following services (collectively, the "Services"):

See Appendix A for scope of work details.

2. PAYMENT. Payment shall be made to Provider according to the following schedule:

Total Fee: \$60,300.00

PC would invoice Recipient monthly based on percentage completion toward the tasks outlined below. Invoices are typically sent between the 29th of the prior month and the 5th of the proceeding month with payable terms of Net 30 Days post reception.

Task	Cost
1: Project Initiation	\$2,120
2: Document & Ecosystem Review	\$5,730
3: Data Collection	\$12,270
4: Engagement & Prioritization	\$12,360
5: Recommendations, Strategies & Housing Needs Forecast	\$16,880
6: Comprehensive Report & Presentation	\$6,940
Travel Expenses	\$4,000
Grand Total	\$60,300

If the Recipient fails to pay for the Services when due, Points Consulting LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

All checks due by mail to the Provider's PO Box Address (PO Box 8487, Moscow, Idaho 83843)

3. TERM. This Contract will terminate automatically upon completion by Provider of the Services required by this Contract. The schedule of deliverables is as follows:

In all cases, successful delivery of work product is contingent on Client providing necessary inputs and feedback for Provider to complete work within the desired timeline. Lastly, all deliverables will be completed by no later than 11/03/2023.

4. WORK PRODUCT OWNERSHIP. Any intellectual property developed in whole or in part by Provider in connection with the Services will be the exclusive property of the Provider, while Project Deliverables are ownership of the Recipient. Intellectual property is defined as copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively "Intellectual Property.") Project Deliverables are defined as preliminary reports, draft reports, final reports, and summarization spreadsheets. Upon request, Provider will execute, within a reasonable period of time, official statements confirming the exclusive ownership of the Deliverables and, if necessary, confirmation that Deliverables have been deleted from Provider's hard drive.

5. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

6. USE OF WORK PRODUCT FOR MARKETING PURPOSES. Unless otherwise specified in writing by the Recipient, it is assumed by the Provider that all publicly available non-confidential information, including project scope of work and final deliverables, can and will be used by the Provider for marketing and advertising purposes. These purposes include, but are not limited to, social media summaries, sharing of project deliverables with third-parties, and presenting about project findings to third-parties.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 business days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

In the event that either party feels that the other party has not fulfilled obligations outlined in this contract, that party agrees to first approach the other party in order to resolve the difference. In the event that such efforts prove unproductive and the breach of contract is large enough to be of material consequence to either party, both parties agree to accept the advice of a third-party mediator who is jointly agreed upon by both parties. The mediator shall have no direct familial relationship with either party. Both parties agree to listen to the advice of the mediator in an effort to resolve the difference in opinion. However, neither party is required to submit said mediator's recommendations on a solution.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties and in accordance with section 8. Remedies.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting

such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Colorado.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. INDEMNIFICATION: Provider agrees to indemnify, defend, and hold harmless Recipient from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct. This indemnity shall not cover any claims in which there is a failure to give the indemnifying party prompt notice, but only if and to the extent that such failure materially prejudices the defense.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

19. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:
City of Woodland Park, Colorado

By: _____
Hilary LaBarre, Mayor Date

Service Provider:
Points Consulting LLC

By: _____
Brian Points, President Date

Appendix A: Scope of Work Details

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Task 1: Project Initiation

If selected, PC will initiate with an on-site meeting, during which key members of the project team will meet with the designated project lead or committee organized by the City. The purpose of the on-site meeting is to introduce the project team to local contacts, review project goals and objectives, discuss preliminary data findings, and answer a variety of administrative questions. The following are the topics to be discussed at the meeting:

- Identifying Woodland Park's point of contact or project manager and steering committee
- Determine communication schedule and protocols
- Planning ahead for future on-site meetings and key milestone dates
- Determining and introducing other partners and stakeholder groups that the project team should engage with for information, perspectives, and feedback throughout the course of the project
- Identifying and sharing additional resources, reports, and datasets that should be utilized throughout the course of the engagement
- Identification of any preferred locations for residential development in the eyes of local government staff
- Discussion of ideas, trends, and perspectives that the steering committee may have related to housing needs that the project team should further explore in the course of the analysis



In addition, PC recognizes that the success of the project requires an in-depth understanding of the region's communities, culture, economy, and demographics. Hence, in addition to hosting the official project launch meeting, the project team will spend some additional time touring Woodland Park. Any neighborhoods or properties emphasized by the steering committee will be particularly focused on.

Following the on-site project launch meeting, the steering committee and the project team will have a shared vision for the goals, context, overall timeline, and project milestones that will be adhered to throughout the course of the engagement.

Deliverable: Overall Project Timeline and Basic Assumptions

Task 2: Document & Ecosystem Review

Following the on-site meeting, the project team will conduct qualitative research of existing documents that are relevant to regional residential housing development. The exact documents will vary on a case-by-case basis, but PC anticipates reviewing the following resources:

- 2016 Housing Needs Assessment for Teller County
- Short Term Rental Engagement Report and background material from the City of Woodland Park

- Comprehensive plans and other relevant adopted plans for the City of Woodland Park and relevant surrounding communities
- Zoning maps and codes for Woodland Park’s communities
- Annual reports for the City, specifically related to building permits, development fees, and property tax revenue
- Any other additional community and economic development related reports



Housing markets do not develop in a vacuum but instead are based on the hyper-local context of regional opportunities, incentives, and land-use regulations. Research on these topics will prepare the project team to analyze trends not just from a data perspective but contextually.

Task 3: Data Collection

Assessment of the existing supply of housing, past and recent trends, and ongoing developments are an essential component of any Housing Market Demand Study. To conduct this analysis, the team will utilize our experience and understanding of a diverse array of data sets and processes to obtain the most comprehensive and up-to-date possible portrait of regional housing supply and demand. Given that Teller County completed a Housing Needs Assessment in 2016, PC will take whatever data points were uncovered for the City during that study to determine if they can be used as a viable baseline.

One of our first subtasks within the Data Collection phase will be to analyze commute data, housing data and labor market data to determine what additional counties to include in this analysis.

Demographic Analysis

The demographic analysis will provide an overview of existing trends related to the region’s population, including both individual and household-level statistics. Specific data points may include but are not limited to:

- Population - past and projected growth rate, age, race/ethnicity, per capita income, income due to transfer payments, poverty rates, net worth, counts of disadvantaged populations (veterans, disabled individuals, etc.), housing units per capita, and educational attainment
- Households - including overall number, median household size, income distributions, household composition; net worth, purchasing patterns, and Esri Community Tapestries segmentation
- Workforce - past and projected employment and earnings growth, jobs-to-housing ratio, employment by specific industry and occupation, commute patterns, migration patterns, and cost-of-living statistics.

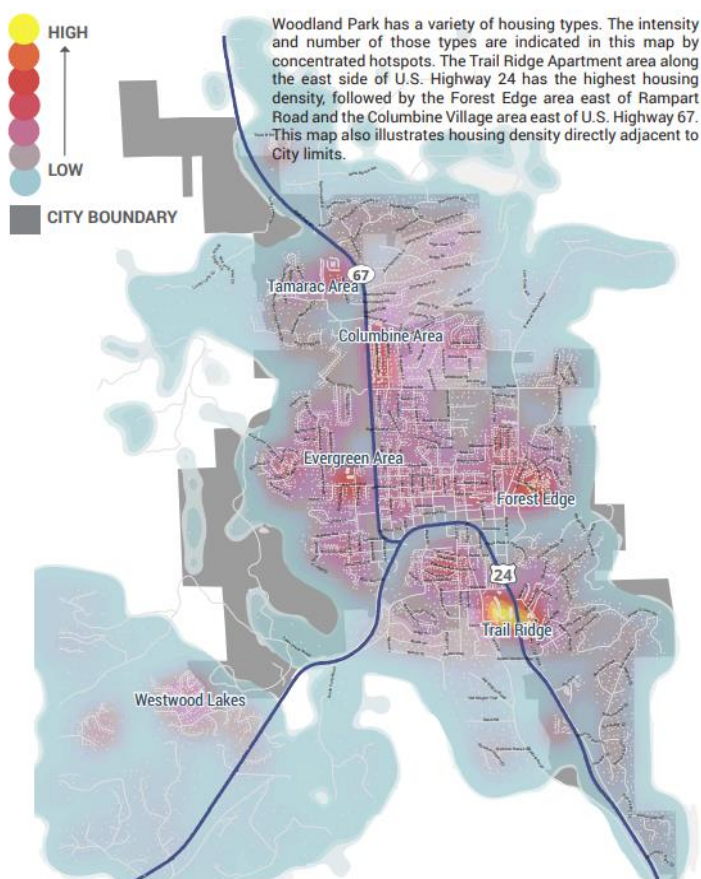
Industry and Workforce Analysis

Building off the demographic analysis, an overview of the existing employment, commuting, migration, and workforce characteristics will highlight the need for housing to correspond with employment in certain areas. This assessment will also consider detailed information by industry and occupational classification and provide a jobs-to-housing ratio for the City. This analysis will factor in the spatial component of housing, employment, and transportation to

uncover the existing relationship among land uses. In addition, specific areas may respond differently to economic growth cycles and recessions, so the project team will assess how Woodland Park has trended during recent periods of expansion and recession.

Existing Housing Stock

The project team will compile data estimating the number and type of housing units in each geographic subregion, as well as trends in production of housing. Aggregated information from Multiple Listing Service (MLS) will also be utilized to indicate current metrics such as inventory on the market, average and median days on the market, number of closed sales, homes taken off the market, and other useful information.



Housing Density Map - City of Woodland Park Comprehensive Plan 2030 (pg. 30)

Core Data Sources

The consulting team relies on reputable and widely sampled data sources. A sample of our data sources (including those to be facilitated by the steering committee) include the following:

- American Community Survey (US Census)
- Bureau of Economic Analysis
- Bureau of Labor Statistics
- Data Tactical Group Labor Market Information
- Esri Business Analyst
- Federal Housing Finance Agency
- Housing & Urban Development (HUD)
- IBIS World Reports
- Local Government: Residential Building & Remodeling Permits
- MLS and Local Realty Websites
- Colorado Department of Labor and Employment (CDLE)

In the midst of this analysis, it will be particularly important for the City and its partners to furnish PC with any data sets that analyze information at the sub-City and County level, such as the map shown above, as most federal databases default to groupings such as County and Zip code. We will compile information about the number of housing units of various types within the region of analysis. These housing figures will be broken out by type (e.g., Owner-Occupied vs. Rental Housing; Single Family Dwellings vs. Attached Housing vs. Multi-Family Housing; Workforce, Section 8, & LIHTC):

- Home values currently and over time
- Rental costs by unit type and size

- Vacancy rates
- Building permits
- Utility cost burdens
- Housing characteristics (e.g., size, age of unit, tenure, number of rooms)
- Housing density by Census Tract
- Identification of overcrowded and less habitable areas
- Other physical and occupancy characteristics, as appropriate
- Rate of federal mortgage loans and applications
- Geographic dispersion of sales by price point

Affordability and Access

The information listed above will feed into the project team's assessment of home affordability at various levels. The project team will analyze rent and mortgage payment costs and estimate affordability levels throughout the region of analysis.

The affordability analysis will be multi-faceted accounting for various income levels and groups including the each of the following groups according to Area Median Income (AMI):

- Marginally housed/homeless population
- Very low income (<30% of AMI)
- Low income (40 to 60% of AMI)
- Workforce housing (60% to 80% of AMI)

In addition, recognizing that housing is a complex and interconnected topic, the consulting team will also study additional market segments such as seniors, first-time home buyers, young professionals, and high-income groups. To corroborate data on affordability and access, we will also collect data on foreclosure rates, homelessness data, and amount of available subsidized housing according to Section 8, LIHTC and other similar programs. After segmenting the population into these groups, we will determine whether low income and workforce housing populations are adequately served by existing housing supply.

Planned Developments

The project team will collaborate with the steering committee, economic and community developers, local realtors, and developers to identify in-progress and potential housing developments. This analysis will include all stages of the development life cycle including developments in-progress, for sale and entitled sites, and early-stage development discussions. We will inventory planned residential development and land available for future residential development within the region of analysis, including infill and redevelopment opportunities. This inventory will provide an up-to-date overview of future short-term additions to the supply of regional housing, as well as opportunities for more significant expansions.

Task 4: Engagement & Prioritization

Though quantitative data are a highly important aspect of this study, it is also important to collect qualitative information from residents and regional leaders. This information will be collected through a series of in-depth interviews with regional leaders and a community survey. For all aspects of stakeholder engagement, community input will be non-attributable to any specific individuals.



In–Depth Interviews

Interviews may be a hybrid mix of in-person, virtual using Zoom, or by telephone. Interviewees will include a broad array of community members including elected officials, city staff, major employers' representative, non-profit leaders, real estate developers/builders, and any others recommended by the steering committee. Given the aggressive time frame of this study, our interviews will be limited to those who are available within the timeframe, but PC expects to conduct in the range of five to fifteen interviews with such leaders, whether on-site or remotely.

Community Survey

The community survey would be targeted to residents within the City of Woodland Park's and designated growth areas. The survey would be designed to gauge input of current housing needs, barriers to obtain affordable housing, demographic information, favor in types of homes, and other such inputs. To attain optimal participation, the electronic survey would contain only a handful of questions, requiring fewer than ten minutes to complete.

Using multimedia marketing tactics and relationships with steering committee members, our team is confident that a robust sample of at least a few hundred residents can be surveyed through these means. Provided the City is amenable, PC could also propagate the survey via existing communication methods such as utilities bills. When these tactics have been used previously, they can significantly enhance community response rates.

Task 5: Recommendations, Strategies, and Housing Needs Forecast

The prior research will lead to our Comprehensive Draft report, which will summarize all statistics, narrative, and community feedback. Using our understanding of Colorado land-use policies, local conditions, and best practices from other similar communities, our team will form our understanding of the community's largest needs, gaps, and opportunities for improving the quantity, quality and variety of housing stock. The analysis will account for both supply and demand forces, unique local conditions and constraints, and the perspectives of all sides of the equation including city leadership, builders/developers, and the general public.

In this case, PC has the advantage of several fixed-inputs that are provided through the RFP and prior research. Our study would account for the water usage constraint of 13,600 residents (as quoted in the RFP), and the 2016's assessment of current and future housing needs between 2015 and 2025 (via the 2016 Teller County assessment). The prior assessment provides a particularly helpful baseline in that it separates pent-up demand (i.e.: "catch up") from future demand ("keep up"). PC's own model would, obviously, differ from those used by Teller County in the past, but we will make every effort to integrate trusted

inputs and metrics into our methodology. Assessing the period between 2023 and 2040, our model will examine factors such as willingness to pay, migration, birth/death rates, occupancy norms and other such factors. Though many factors of housing demand are highly substitutable, our forecast will parcel out demand according to several density and cost levels.

Using information from Tasks 2 through 5, the project team will provide a summary of recommended strategies for increasing housing affordability and choices, including:

- Options for zoning/land-use and other regulations that could spur on more residential development
- Options for fee waivers, bonuses, and other incentives that could encourage more housing development
- Recommendations on regulations and controls that the City could utilize to ensure appropriate mix of low- and middle-income housing development
- Recommendations on how and where to market Woodland Park to attract the right type of developers to meet the needs identified during this study

Deliverable: Comprehensive Draft Housing Market Demand Study & Strategy

Task 6: Comprehensive Report & Presentation

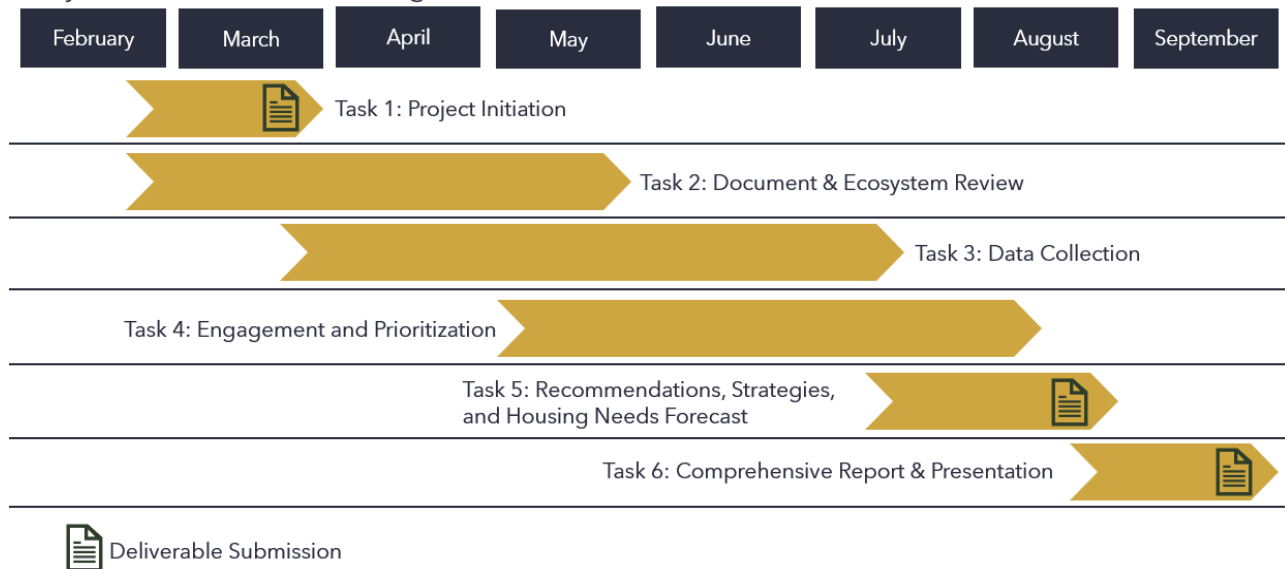
Our team will present a Comprehensive Draft report roughly three weeks prior to project finalization, which will serve as the City of Woodland Park's opportunity to request adjustments and additional considerations to the document. Once these considerations are addressed, the team will move to finalizing the report in a format suitable for public distribution which will include a presentation to City Council and the community.

Deliverable: Final Comprehensive Housing Market Demand Study & Strategy

Project Timeline

PC estimates this Project to be completed by September 30, 2023. Our team has sufficient time available to manage the city's proposed scope of work, as we conscientiously only pursue projects that fit within our team's capabilities, interest, and availability of time. There are no major constraints and critical issues that would affect our team's performance on this project. The only variable outside of our control is ensuring that City staff are able to execute the contract, and that steering committee members generally participate in the project to ensure smooth execution. In terms of meeting dates, our team generally holds standing bi-weekly catchup calls with each client to keep them apprised of project progress. Other critical on-site or public meeting dates are estimated within the following Gannt chart and can be adjusted to fit requirements of the project (please note these dates have shifted with delayed award date of the contract).

City of Woodland Park Housing Needs Assessment



The following schedule outlines updated key deliverables and expected dates of delivery. PC will be on-site on two or three occasions over the course of the project, at times to be determined in the course of the project. Most project catchup calls would be conducted remotely using Zoom or a comparable technology.

- **Deliverable:** Overall Project Timeline and Basic Assumptions
 - **Estimated Completion Date:** May 1, 2023
- **Deliverable:** Comprehensive Draft Housing Market Demand Study & Strategy
 - **Estimated Completion Date:** September 30, 2023
- **Deliverable:** Final Housing Market Demand Study & Strategy
Estimated Completion Date: November 3, 2023



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: April 20, 2023

SUBJECT: Consider Ordinance No. 1446, Series 2023, on initial posting, an Ordinance Amending Chapter 15.02 of The Municipal Code of The City of Woodland Park by Adopting by Reference the Pikes Peak Regional Building Code, 2023 Edition, Which Adopted by Reference Certain Secondary Codes, as Amended, Including The 2021 International Building Code (IBC), The 2021 International Residential Code (IRC); The 2021 International Mechanical Code (IMC); The 2021 International Fuel Gas Code (IFGC); The 2021 International Energy Conservation Code (IECC); The 2021 International Existing Building Code (IEBC); The 2021 International Pool And Spa Code (ISPSC); And Certain State Adopted Codes Related to Electrical, Plumbing, and Conveyances; and set the Public Hearing for May 18, 2023. (L)
(Presenter, Planning Director, Karen Schminke)

BACKGROUND: The City of Woodland Park contracts with Pikes Peak Regional Building Department (PPRBD) for building permit and inspection services. To stay current with changes in building materials and practices the International Code Council (ICC) updates its family of codes every 3 years, but PPRBD adopts new codes every 6 years.

In conjunction with adopting the 2021 ICC family of codes, PPRBD will be adopting its own regional amendments code, which will be known as the “2023 PPRBC” (Pikes Peak Regional Building Code). Each of the jurisdictions PPRBD serves has their own appendix to PPRBD’s code. The minor amendments for the City of Woodland Park are found in Appendix J.

This Ordinance proposes adopting by reference the 2023 PPRBD (including Appendix J) and the 2021 ICC family of codes for:

- IBC (International Building Code for Commercial Construction)
- IRC (International Residential Code for Residential Construction)
- IMC (International Mechanical Code)
- ISPC (International Swimming Pool and Spa Code)
- IEBC (International Existing Building Code)
- IFGC (International Fuel Gas Code)
- IECC (International Energy Conservation Code)

Other State of Colorado Codes currently adopted that will not be changing are:

- 2018 IPC (International Plumbing Code)
- 2020 NEC (National Electric Code)
- 2019 ASME A17.1 (American Society of Mechanical Engineers – for elevators)

Due to House Bill 22-1362 this code adoption must be complete by June 30, 2023 or the City of Woodland Park will be required to adhere to an un-amended 2021 IECC (International Energy Conservation Code). The un-amended IECC has substantial requirements that significantly increase the cost of construction. The proposed Codes with amendments provide a more gentle transition to the full requirements of the IECC.

Over the past year, PPRBD has gone through an extensive outreach and review process in preparing the Codes being presented. The City of Woodland Park Board of Review (BOR) has had several work sessions and regarding these proposed code changes. These work sessions were noticed in the newspaper and the Board Chair, Mac McVicker, did additional outreach to our building community.

At the BOR's March 16, 2023 meeting, the Board unanimously approved recommending City Council approve an Ordinance to adopt the 2023 Regional Building Code (RBC), which includes by reference the 2021 International Code Council (ICC) Building Code Suite and City of Woodland Park Appendix 'J'.

RECOMMENDATION: Approve on initial posting, Ordinance No. 1446, Series 2023, an Ordinance Amending Chapter 15.02 of The Municipal Code of The City of Woodland Park by Adopting by Reference the Pikes Peak Regional Building Code, 2023 Edition, Which Adopted by Reference Certain Secondary Codes, as Amended, Including The 2021 International Building Code (IBC), The 2021 International Residential Code (IRC); The 2021 International Mechanical Code (IMC); The 2021 International Fuel Gas Code (IFGC); The 2021 International Energy Conservation Code (IECC); The 2021 International Existing Building Code (IEBC); The 2021 International Pool And Spa Code (ISPSC); And Certain State Adopted Codes Related to Electrical, Plumbing, and Conveyances; and set the Public Hearing for May 18, 2023.

ATTACHMENTS:

1. Ordinance 1446 - PPRBD 2023 Building Code Update
2. Ord 1446 PPRBD Appendix J
3. 2023.03.16 - BOR Minutes - DRAFT

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1446, SERIES 2023

AN ORDINANCE AMENDING CHAPTER 15.02 OF THE MUNICIPAL CODE OF THE CITY OF WOODLAND PARK BY ADOPTING BY REFERENCE THE PIKES PEAK REGIONAL BUILDING CODE, 2023 EDITION, WHICH ADOPTED BY REFERENCE CERTAIN SECONDARY CODES, AS AMENDED, INCLUDING THE 2021 INTERNATIONAL BUILDING CODE (IBC), THE 2021 INTERNATIONAL RESIDENTIAL CODE (IRC); THE 2021 INTERNATIONAL MECHANICAL CODE (IMC); THE 2021 INTERNATIONAL FUEL GAS CODE (IFGC); THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC); THE 2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC); THE 2021 INTERNATIONAL POOL AND SPA CODE (ISPSC); AND CERTAIN STATE ADOPTED CODES RELATED TO ELECTRICAL, PLUMBING, AND CONVEYANCES.

WHEREAS, pursuant to the Inter-governmental Agreement (IGA) between the City of Woodland Park and Pikes Peak Regional Building Department (PPRBD), approved by City Council on November 7, 2018, PPRBD provides certain building department services to the City of Woodland Park; and

WHEREAS, pursuant to Ordinance 1321, Series 2018, the City Council for the City of Woodland Park adopted, by reference, the Pikes Peak Regional Building Code, 2017 Edition (the “2017 RBC Edition”); and

WHEREAS, pursuant to Ordinance 1395, Series 2021, the City Council for the City of Woodland Park adopted certain amendments to the 2017 RBC Edition by reference, and amended certain other provisions of Title 15 of the Municipal Code of the City of Woodland Park; and

WHEREAS, the Board of Review of PPRBD has approved the Pikes Peak Regional Building Code, 2023 Edition (“2023 RBC Edition”) to include: adoption by reference with amendments, where allowed by the State of Colorado, of the 2021 International Building Code (IBC), the 2021 International Residential Code (IRC), the 2021 International Mechanical Code (IMC), the 2021 International Fuel Gas Code (IFGC), the 2021 International Energy Conservation Code (IECC) with amendments, the 2021 International Existing Building Code (IEBC), the 2021 International Pool and Spa Code (ISPSC), Elevator and Escalator Safety Codes (current editions, as adopted by the State of Colorado) ASME A17.1, ASME A18.1, and ASME A17.3; and

WHEREAS, the City Council of Woodland Park finds it to be in the best interest of the citizens to amend Chapter 15.02 of the Woodland Park Municipal Code by adopting, by reference, the 2023 RBC Edition.

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

Section 1. Adoption of the 2023 RBC Edition. The 2023 RBC Edition is hereby adopted by reference and accordingly §15.02.010 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.010 Adoption. The Pikes Peak Regional Building Code, 2017~~2023~~ Edition, promulgated and published by ~~the Pikes Peak Regional Building Department Commission~~, 2880 International Circle, Colorado Springs, Colorado, 80910, ~~exclusive~~**inclusive** of Appendices ~~A-I~~**A and B**, and ~~as amended in 2015~~ is hereby adopted by reference as set out in this codification with, however, the amendments set forth in this chapter.

Section 2. Appeal Procedures. Section RBC101.7 of the 2023 RBC Edition is deleted in its entirety, replaced, and accordingly §15.02.020 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.020 RBC101.7 Appeal procedures. Section RBC101.7 is repealed in its entirety and reference shall be made to section 15.01.030 for filing procedures.

Section 3. Penalties and Violations. Section RBC101.8 of the 2023 RBC Edition is deleted in its entirety, replaced, and accordingly a new §15.02.030 of the Municipal Code of the City of Woodland Park is hereby adopted to read as follows:

15.12.030 RBC101.8 Penalties and Violations. Section RBC101.8 is repealed in its entirety and reenacted to provide:

101.8.1 Penalties for violations. Any violation of any portion of this chapter is hereby declared to be unlawful and punishable as set forth below.

101.8.2 Violation – Injunction and other remedies.

1. It is unlawful to erect, construct, reconstruct, alter, maintain, or use any building or structure in a manner that results in a violation of any regulation in, or of any provisions of, this chapter, or any amendment thereof, enacted or adopted by the city council. Any person (entity included) violating any such regulation, provision, or amendment thereof, upon conviction thereof, shall be punished by a fine of not more than one hundred dollars, or by imprisonment in jail for not more than ten days, or by both such fine and imprisonment. Each day during which such illegal erection, construction, reconstruction, alteration, maintenance, or use continues shall be deemed a separate offense.
2. Nothing in this chapter shall be construed to prohibit the use of any building or structure in violation of an otherwise applicable building code where the use complies with any building code that was in effect at the time the building or structure was erected, constructed, reconstructed, or altered.

3. Whenever a building inspector or fire chief authorized pursuant to city ordinance or police officer, including code enforcement officer, has personal knowledge of any violation of the requirements of this chapter, the building inspector shall give written notice to the violator to correct the violation within fifteen days after the date of the notice. Where the violator fails to correct the violation within the ten-day period, the police officer, including the code enforcement officer, may issue a summons and complaint to the violator, stating the nature of the violation with sufficient particularity to give notice of the charge to the violator. The summons and complaint shall require that the violator appear in municipal court at a definite time and place stated therein to answer and defend the charge(s).
4. One copy of the summons and complaint shall be served upon the violator by the police officer in the manner provided by law for the service of a criminal summons. One copy each shall be retained by the police officer and the building inspector or fire chief, and one copy shall be transmitted to the municipal court clerk.
5. It is the responsibility of the city attorney to enforce the provisions of this section.
6. In case any building or structure is, or is proposed to be, erected, constructed, reconstructed, altered, maintained, or used in violation of any regulation or provision of this chapter, or amendment thereto, enacted or adopted by the city council, the city attorney, in addition to other remedies provided by law, may institute an injunction, mandamus, abatement, or other appropriate action or proceeding to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, alteration, maintenance, or use.

101.8.3 Civil penalties for building violations.

1. It is unlawful to erect, construct, reconstruct, alter, maintain, or use any building, structure, or land in violation of this chapter. In addition to any penalties imposed pursuant to this section, any person (entity included) violating any provision of this chapter may be subject to the imposition, by order of the municipal court, of a civil penalty in an amount of not less than five hundred dollars nor more than one thousand dollars. It is within the discretion of the city attorney to determine whether to pursue the civil penalties set forth in this section, the remedies set forth

in section 101.8.1 above, or both. Each day after the issuance of the order of the municipal court during which such unlawful activity continues shall be deemed a separate violation and shall in accordance with the subsequent provisions of this section, be the subject of a continuing penalty in an amount not to exceed one hundred dollars for each such day. Until paid, any civil penalty ordered by the municipal court and assessed under this section shall, as of recording, be a lien against the property on which the violation has been found to exist. In case the assessment is not paid within thirty days, it may be certified by the city clerk to the county treasurer, who shall collect the assessment, together with a ten percent penalty for the cost of collection, in the same manner as other taxes are collected. The laws of this state for assessment and collection of general taxes, including the laws for the sale and redemption of property for taxes, shall apply to the collection of assessments pursuant to this chapter. Any lien placed against the property pursuant to this chapter shall be recorded with the Clerk and Recorder of Teller County.

2. In the event any building or structure is erected, constructed, reconstructed, altered, maintained, or used in violation of this chapter, the city attorney, in addition to other remedies provided by law, may commence a civil action in municipal court seeking the imposition of a civil penalty in accordance with the provisions of this section.
3. A building inspector or fire chief designated by ordinance or resolution of the city council shall, upon personal information and belief that a violation of this chapter has occurred, give written notice to the violator to correct the violation within fifteen days after the date of the notice. If the violator fails to correct the violation within the ten-day period or within any extension period granted by the building inspector, the building inspector, a police officer, including the code enforcement officer, or the city attorney may issue a summons and complaint to the violator stating the nature of the violation with sufficient particularity to give notice of the charge to the violator.
4. One copy of the summons and complaint issued pursuant to paragraph three (3) of this section shall be served upon the violator in the manner provided by law for the service of a municipal court civil summons and complaint in accordance with the Colorado Municipal Court Rules of Procedure. The summons and complaint shall also be filed with the clerk of the municipal court and thereafter the action shall proceed in

accordance with the Colorado Municipal Court Rules of Procedure.

5. If the municipal court finds, by a preponderance of the evidence, that a violation of this section has occurred, the court shall order the violator to pay a civil penalty in an amount allowed pursuant to this chapter. The penalty shall be payable immediately by the violator to the city treasurer. In the event that the alleged violation has been cured or otherwise removed and the violator has notified the building inspector or fire chief of the cure or removal at least five business days prior to the appearance date in the summons, then the city attorney shall so inform the court and request that the action be dismissed without fine or appearance of the defendant.
6. Upon the filing with the court of a receipt issued by the city treasurer showing payment in full of a civil penalty assessed pursuant to this section and upon the filing of an affidavit of the building inspector or fire chief that the violation has been cured, removed, or corrected, the court shall dismiss the action and issue a satisfaction in full of the judgment so entered. The court may also dismiss the action upon a motion of the city attorney indicating that the matter has been otherwise resolved.
7. If a receipt showing full payment of the civil penalty or the affidavit or the motion by the city attorney required by this section is not filed, the action shall continue, and the court shall retain jurisdiction to impose an additional penalty against the violator in the amount specified in this chapter. The additional penalty shall be imposed by the court upon motion filed by the city and proof that the violation has not been cured, removed, or corrected. Thereafter, the action shall continue until the filing with the court of a receipt issued by the city treasurer showing payment in full of the civil penalty and any additional penalties so assessed and the filing of an affidavit of the building inspector or fire chief that the violation has been cured, removed, or corrected, or until a motion by the city attorney to dismiss the action is granted by the court.
8. In addition to all other provision of this section 101.8.3, the building official may impose an administrative fine in an amount of up to one thousand dollars (\$1,000.00) on any person or entity engaged in any construction consulting work or construction work covered by the building code within the City who engages in this work in violation of any provisions of Chapter 15.02 of

the Municipal Code. Appeals of this action may be made as provided for in Chapter 15.01 of the Municipal Code.

Section 4. RBC103.2 Deputy Plumbing Inspector. Section RBC103.2 of the 2023 RBC Edition is adopted in its entirety without any amendments. Accordingly §15.02.040 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.040 RBC103.2 Act as a deputy plumbing inspector.
~~Section RBC103.2 is amended by deleting the phrase “is hereby confirmed as the Deputy Plumbing Inspector for the County Board of Health, and is.”~~
Section RBC103.2 is adopted in its entirety.

Section 5. RBC108.2 Schedule of Permit Fees. Section RBC108.2 of the 2023 RBC Edition is amended, and accordingly §15.02.050 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

~~**15.02.050 RBC103.12 Authority to impose a fine.** Section RBC103.12 is repealed in its entirety.~~
RBC108.2 Schedule of permit fees.
Section RBC108.2 is amended and modified by adding the following to read: “City council establishes Appendix B: Building Permit Fee Schedule of the building code as the adopted fee schedule.”

Section 6. RBC111 Board of Review established. Section RBC111 of the 2023 RBC Edition is amended, and accordingly §15.02.060 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.060 RBC111 Board of Review established. Section RBC111 is hereby amended, as follows:

Section RBC111.1 BOARD OF REVIEW ESTABLISHED.
Delete and replace with the following:

RBC111.1 BOARD OF REVIEW ESTABLISHED. The Board of Review for the City of Woodland Park shall be established in accordance with Chapter 15.01 of the Municipal Code.

Section RBC111.2 AUTHORITY AND RESPONSIBILITY OF BOARD OF REVIEW. Delete in its entirety.

Section 111.3 ADVISORY COMMITTEES; PURPOSE. Delete in its entirety.

Section 111.4.1 Technical Committee. Delete in its entirety.

Section 111.7 FIRE BOARD OF APPEALS. Delete in its entirety.

Section 7. RBC105.2.1 Temporary signs. Section RBC105.2.1, subsection 23, of the 2023 RBC Edition is amended, and accordingly §15.02.070 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.070 ~~RBC105.2.5~~RBC105.2.1 Temporary Signs. ~~Section RBC105.2 is amended by the addition of the following sentence: “For purposes of this Section RBC105.2, Temporary signs shall have the definition consistent with Section 18.48.020 of the Municipal Code and shall mean signs related to the development, sale, or rental of real property”.~~

Section RBC105.2.1 Construction and Installations. Building:
23. Add the following after the first sentence: “Temporary signs shall have the definition consistent with Section 18.48.020 of the Municipal Code of the City of Woodland Park and shall mean signs related to the development, construction, sale, or rental of real property”.

Section 8. RBC105.3 Application for permits. Section RBC105.3 of the 2023 RBC Edition is adopted in its entirety without any amendments. Accordingly §15.02.080 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.080 RBC105.3 Application for permits. ~~Section RBC105.3 is amended to read: “To obtain a permit, the applicant shall first file an application in writing on a form furnished by the City of Woodland Park.”~~
Section RBC105.3 is adopted in its entirety.

Section 9. Section 15.02.090 of the Municipal Code. §15.02.090 of the Municipal Code of the City of Woodland Park is deleted in its entirety:

~~15.02.090 — RBC109.2.1 — Building — Inspections.~~ ~~Section RBC109.2.1, Subsection 6.1.1. is enacted to read: **6.1.1 Roof dry in (asphalt roof).** After a minimum width of 72” ice and water shield barrier is installed from a heated vertical wall and prior to installation of shingles.~~

Section 10. RBC302.4.42.1 Ice barriers. Section RBC302.4.42.1 of the 2023 RBC Edition is amended, and accordingly §15.02.091 of the Municipal Code of the City of Woodland Park is hereby added to read as follows:

15.02.091 RBC302.4.42.1 Ice barriers.

RBC302.4.42.1 Ice barriers. Insert a new Section as follows:

RBC302.4.42.1 Section 1507.1.2 Ice barriers. Delete and replace with the following:

1507.1.2. Ice barriers. An ice barrier shall be installed for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles, and wood shakes. The ice barrier shall consist of a self-adhering polymer modified bitumen sheet complying with ASTM D1970, and shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 72 inches (1,854 mm) inside the exterior wall line of the building.

Exception: Detached accessory structures that do not contain conditioned floor area.

Section 11. RBC302.4.42.2 Valley lining. Section RBC302.4.42.2 of the 2023 RBC Edition is amended, and accordingly §15.02.092 of the Municipal Code of the City of Woodland Park is hereby added to read as follows:

15.02.092 RBC302.4.42.2 Valley lining.

Section RBC302.4.42.2 Valley lining. Insert a new Section as follows:

RBC302.4.42.2 Section 1507.1.3 Valley lining. Valley linings shall be of a self-adhering polymer modified bitumen sheet complying with ASTM D1970, shall extend the full length of the valley, and shall extend not less than 18 inches (457 mm) from the centerline each way.

Section 12. RBC303.4.67.1 Ice barriers. Section RBC303.4.67.1 of the 2023 RBC Edition is amended, and accordingly §15.02.093 of the Municipal Code of the City of Woodland Park is hereby added to read as follows:

15.02.093 RBC303.4.67.1 Ice barriers.

Section RBC303.4.67.1 Ice barriers. Insert a new Section as follows:

RBC303.4.67.1 Section R905.1.2 Ice barriers. Delete and replace with the following:

R905.1.2. Ice barriers. An ice barrier shall be installed for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles, and wood shakes. The ice barrier shall consist of a self-adhering polymer modified bitumen sheet complying with ASTM D1970, and shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 72 inches (1,854 mm) inside the exterior wall line of the building.

Exception: Detached accessory structures that do not contain conditioned floor area.

Section 13. RBC303.4.67.2 Valley lining. Section RBC303.4.67.2 of the 2023 RBC Edition is amended, and accordingly §15.02.094 of the Municipal Code of the City of Woodland Park is hereby added to read as follows:

15.02.094 RBC302.4.67.2 Valley lining.

Section RBC302.4.67.2 Valley lining. Insert a new Section as follows:

RBC302.4.67.2 Section 1507.1.3 Valley lining. Valley linings shall be of a self-adhering polymer modified bitumen sheet complying with ASTM D1970, shall extend the full length of the valley, and shall extend not less than 18 inches (457 mm) from the centerline each way.

Section 14. RBC302.4.53 Section 1612.3 Establishment of flood hazard areas. Section RBC302.4.53 of the 2023 RBC Edition, Section 1612.3, is deleted in its entirety, replaced, and accordingly §15.02.110 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.110 RBC302.4.4053 Section 1612.3 Establishment of flood hazard areas.

~~Section~~~~section~~ **RBC302.4.4053** Section 1612.3 is repealed and reenacted to provide:

RBC302.4.53 Establishment of flood hazard areas. Buildings and structures constructed in whole or in part in flood hazard area (as defined by Title 20 of the Municipal Code) shall comply with Title 20 of the Municipal Code.

Section 15 RBC303.4.31 Section R322 Flood resistant construction. Section RBC303.4.31 of the 2023 RBC Edition, Section R322, is deleted in its entirety, replaced, and accordingly §15.02.120 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.120 RBC303.4.2931 Section R322 Flood resistant construction

Section RBC303.4.2931 Section R322 is repealed and reenacted to provide:

RBC303.4.31 Section R322.1 General. Buildings and structures constructed in whole or in part in flood hazard area (as defined by Title 20 of the Municipal Code) shall comply with Title 20 of the Municipal Code. ~~and the applicable Sections of RBC313 Floodplain Code.~~

Section 16. RBC304 Mechanical Code. Section RBC304 of the 2023 RBC Edition is adopted in its entirety without any amendments. Accordingly §15.02.130 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.130 RBC304 Mechanical Code. ~~Section RBC103.2 is amended by deleting the phrase “is hereby confirmed as the Deputy Plumbing Inspector for the County Board of Health, and is.”~~ **Section RBC304 is adopted in its entirety.**

Section 17. RBC308 Energy Conservation Code. Section RBC308 of the 2023 RBC Edition is adopted in its entirety without any amendments. Accordingly §15.02.155 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.155 RBC308 Energy Conservation Code. ~~The 2015 IECC and RBC308 shall be amended as follows:~~

A. ~~Delete Fenestration U Factor 0.32 from Climate Zone 5 B per Table R402.1.2 and replace with 0.35.~~

B. ~~Delete IECC Section R403.5.4 regarding the drain water heat recovery units.~~ **Section RBC308 is adopted in its entirety.**

Section 18. Section RBC309.10.3.3 Private utilities. Section RBC309.10.3.3 of the 2023 RBC Edition is amended, and accordingly a new §15.02.156 of the Municipal Code of the City of Woodland Park is adopted to read as follows:

15.02.156 RBC309.10.3.3 Private Utilities.

Section RBC309.10.3.3 Private Utilities. Delete and replace with the following:

RBC309.10.3.3 Private Utilities. All units connected to private sewage disposal systems shall comply with the requirements of Teller County Public Health and Environment.

Section 19. RBC312 Enumeration Code. Section RBC312 of the 2023 RBC Edition is deleted in its entirety, replaced, and accordingly §15.02.160 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.160 RBC312 Enumeration Code.

~~Section RBC312.3 Authority, Section RBC312.4 General Regulations for Assignment of Numeric Addresses, Section RBC312.5 Regulations for Residential Uses, Section RBC312.6 Regulations for Commercial and Industrial Uses, and Section RBC312.7 Numeric Address Change are repealed in their entirety. **Section RBC312 Enumeration Code is deleted in its entirety and replaced with the following:**~~

RBC312.1 Assignment of numeric address. Assignment of numeric addresses shall comply with the policies and procedures established by the City of Woodland Park, as amended.

Section 20. RBC313 Floodplain Code. Section RBC313 of the 2023 RBC Edition is deleted in its entirety, replaced, and accordingly §15.02.170 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.170 RBC313 Floodplain Code.

~~Sections RBC313.3 through RBC313.21 are repealed in their entirety and only the following sections are adopted herein by reference: Section RBC313.1 Short Title; RBC313.2 Statutory Authorization; RBD313.18 Anchoring; and RBC313.18.3 Construction Materials and Methods. **Section RBC313. Floodplain Code is deleted in its entirety and replaced with the following:**~~

RBC313.1 General. Buildings and structures constructed in whole or in part in flood hazard area (as defined by Title 20 of the Municipal Code) shall comply with Title 20 of the Municipal Code.

Section 21. RBC112 Dangerous Building Code. Section RBC112 of the 2023 RBC Edition is amended, and accordingly §15.02.180 of the Municipal Code of the City of Woodland Park is hereby amended to read as follows:

15.02.180 RBC112 Dangerous Building Code.

~~Section RBC112.4.10 and RBC112.4.11 is enacted to provide:~~

~~RBC112.4.110 Board of Review. All references to the Board of Review shall be replaced with Woodland Park Board of Review.~~

~~RBC112.4.111 Teller County Clerk and Recorder. All references to County Clerk and Recorder of El Paso County shall be replaced with County Clerk and Recorder of Teller County. **All references to the Board of Appeals shall be replaced with the City of Woodland Park Board of Review.**~~

Section 22. Penalty Provisions. The following penalty provisions are set forth in this Ordinance in compliance with C.R.S. § 31-16-204 and are adopted as set forth below:

The 2023 RBC Edition is subject to the following penalty provisions:

1. Any person violating the Building Code¹, or any provisions of the Pikes Peak Regional Building Code, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00), or imprisoned not more than ninety (90) calendar days in the city or county jail, or both. A separate offense shall be deemed committed for each and every calendar day during which any illegal erection, construction, reconstruction, alteration, maintenance, or use continues. In case any building or structure is, or is proposed to be, erected, constructed, reconstructed, altered or remodeled, used or maintained in violation of the Pikes Peak Regional Building Code or of any provision of the Building Code, the City Attorney or the Department's attorney, as applicable, in addition to other remedies provided by law, may institute an appropriate action for injunction, mandamus, or abatement to prevent, enjoin, abate, or remove any unlawful erection, construction, reconstruction, alterations, remodeling, maintenance, or use. *See*, RBC101.8.
2. The Building Official may impose an administrative fine in an amount of up to one thousand dollars (\$1,000.00) on any person (entity included) engaged in any construction consulting work or construction work covered by the Pikes Peak Regional Building Code. Appeals to this action may be made as provided for elsewhere in the Pikes Peak Regional Building Code. *See*, RBC103.12.
3. The Building Official shall have authority to record a certificate of alleged noncompliance in the public records of the County of the Jurisdiction where a property is located thirty (30) calendar days after notice of noncompliance is posted on the premises or sent by registered mail or by certified mail, postage prepaid, return receipt requested, addressed to the record owner as such concerns any work done by any person, which work allegedly fails to comply with the final inspection requirements of the

¹ As referenced throughout the Pikes Peak Regional Building Code, 2023 Edition, "Building Code" means either the Commercial Building Code or the Residential Building Code, as applicable, in accordance with Chapter 3 of the Pikes Peak Regional Building Code, 2023 Edition.

Pikes Peak Regional Building Code. Service is perfected under this Section at the earliest of the date of posting; the date the record owner receives the notice of non-compliance; the date shown on the return receipt, if signed on behalf of the record owner; or five (5) days after mailing. This Section does not prescribe the only means, or necessarily the required means, of serving a person in the State of Colorado. When the person has made appropriate corrections so that the work becomes compliant with the Pikes Peak Regional Building Code, the Building Official may record a release of the certificate of alleged non-compliance. *See, RBC103.13.*

4. All work performed on an emergency basis, as determined by the Building Official, to maintain an existing service or to maintain an existing installation, building, or structure, where the maintenance is necessary to protect life or property, shall not be subject to penalty if application for any required permits is made within seventy-two (72) hours after commencement of the emergency work. *See, RBC105.2.3.*
5. The Building Official may, in writing, suspend or revoke a permit issued under the provisions of the Pikes Peak Regional Building Code whenever the permit has been issued in error or on the basis of incorrect information supplied, or in violation of any other provisions of this Code. *See, RBC105.10.4.*
6. Any person who refuses, without lawful excuse, to attend any hearing or to produce material evidence in the person's possession or under the person's control, as required by any subpoena served upon the person as provided for herein, shall be guilty of a misdemeanor. *See, RBC112.3.8.3.*
7. The Jurisdiction's Engineer shall keep an itemized account of the expenses incurred by the Jurisdiction in the repair or demolition of any building or structure done pursuant to the provisions of Section RBC112.4.1.2 Item 3 of the Pikes Peak Regional Building Code. Upon the completion of the work of repair or demolition, the Jurisdiction's Engineer shall prepare and file with the Jurisdiction's Clerk a report specifying the work done, the itemized and total fees and cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section RBC112.2.5 of the Pikes Peak Regional Building Code. Upon receipt of this report, the Jurisdiction's Clerk shall fix a time, date, and place for hearing the report, and any protests or objections thereto. The

Clerk shall cause notice of the hearing to be posted upon the property involved, published once in a newspaper of general circulation in the Jurisdiction, and served by registered mail or by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the assessment roll of the County Assessor, if it so appears or is known to the Clerk. The notice shall be given at least ten (10) calendar days prior to the date set for hearing, and shall specify the day, hour, and place when the governing body of the Jurisdiction will hear and pass upon the Engineer's report, together with any objections or protests that may be filed as hereinafter provided by any person interested in or affected by the proposed charge. *See, RBC112.5.1.*

8. The Jurisdiction may thereupon order that the charge be made a personal obligation of the owner, or assess the charge against the property involved, or both. *See, RBC112.5.4.*
9. If the Jurisdiction orders that the charge be a personal obligation of the owner, it shall direct the Jurisdiction's attorney to collect the same on behalf of the Jurisdiction by use of all appropriate legal remedies. *See, RBC112.5.4.1.*
10. If the Jurisdiction orders that the charge be assessed against the property, it shall confirm the assessment roll, and thereafter this assessment shall constitute a special assessment against and a lien upon the property and shall be collected in the same manner as other special assessments of the Jurisdiction. *See, RBC112.5.4.2.*
11. Eligible persons who are determined to have a marginal income such that they cannot pay an assessment or personal obligation levied under this Section, either against the property on which they reside or against themselves personally, may be afforded relief as hereinafter provided.
 1. Within thirty (30) calendar days after the assessment or the personal obligation is ordered by the Jurisdiction, an application for relief shall be filed with the Jurisdiction's Clerk.
 2. The governing body of the Jurisdiction, or a hardship committee, as designated and authorized by the governing body of the Jurisdiction, shall review the application for the requested relief. To determine the applicant's eligibility, the reviewing body shall use criteria established or adopted in

the Jurisdiction's code, ordinances, rules, or regulations, except that ownership of real property need not be required.

3. If it is determined that the applicant is eligible and that any person would probably default on the assessment or personal obligation, the reviewing body may authorize the execution with the applicant of an installment note for the payment of the assessment or personal obligation. The note shall be secured by a deed of trust, or if not available, by some other security reasonably available or appropriate. If no security is reasonably available or appropriate, then none may be required. The installment note shall provide that the owner shall make monthly payments to the Jurisdiction's Treasurer; that the payments shall not be less than five dollars (\$5.00) and shall be sufficient to repay the amount within a period of not more than twenty-five (25) years; that interest shall be charged at a rate of three percent (3%) per annum on the unpaid balance; that the entire outstanding balance shall become due and payable upon the death of the obligor or the sale or transfer of the property; that if at any time the Jurisdiction determines that the obligor is financially able to pay the outstanding balance, or that the obligor has willfully misrepresented the obligor's financial condition on the obligor's application, it may upon sixty (60) calendar days' notice declare the entire balance due and payable. *See, RBC112.5.4.3.*
12. Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessment shall be a lien against the property assessed. The lien shall be subordinate to all existing special assessment liens previously imposed upon and recorded against the same property and shall be priority or superpriority, as applicable, to all other liens except for State, County, and municipal taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid in full. *See, RBC112.5.6.1.*
13. Any assessments remaining unpaid after thirty (30) calendar days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of one percent (1%) per month from and after this date. *See, RBC112.5.6.2.*
14. The amount of the assessment shall be collected at the same time and in the same manner as general taxes are collected; and shall

be subjected to the same penalties and procedures and sale in case of delinquency as provided for general municipal taxes. All laws applicable to the levy, collection, and enforcement of general municipal taxes shall be applicable to the assessment. If the Jurisdiction has determined that the assessment shall be paid in installments, each installment and any interest thereon shall be collected in the same manner as general and municipal taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedures for sale as provided for general municipal taxes. *See*, RBC112.5.8.

15. No person or entity convicted or found by a court or an administrative agency or authority having competent jurisdiction of a felony, or for civil or criminal fraud, constructive or actual, or for civil or criminal theft, for work related to any license or registration issued by Pikes Peak Regional Building Department, or for work related to the building trades in any jurisdiction, shall be granted a license or registration, or serve as an examinee for a contractor in Pikes Peak Regional Building Department's jurisdiction. *See*, RBC201.6.6.
16. Each policy of insurance shall contain an endorsement to the effect that the insurance carrier shall notify Pikes Peak Regional Building Department at least ten (10) calendar days in advance of the effective date of any reduction or cancellation of the policy. The lapse, cancellation, or reduction of insurance shall be cause for automatic suspension of the license or registration until the required coverage is timely reinstated. *See*, RBC201.7.2.
17. Failure to renew a license within this (45) calendar day period after the expiration date of the license or registration will require payment of a penalty at one-half ($\frac{1}{2}$) of the license or registration fee if renewed within ninety (90) days of the expiration date. After (90) days to (135) days, the penalty will be equal to the license or registration fee. After (135) days up to (180) days, the penalty will be equal to twice the license or registration fee. All requests for renewal(s) after (180) days from the expiration date shall require payment of all fees accrued, re-application, examination, evaluation by the respective Advisory Committee, and approval by the Board of Review of Pikes Peak Regional Building Department, as applicable. *See*, RBC201.10.4.
18. The following actions shall be considered punishable:

1. Willfully violating any provisions of the Pikes Peak Regional Building Code including any codes which are adopted by reference.
 2. Failure to comply with any lawful order of the Building Official or of any other authorized representative employed by Pikes Peak Regional Building Department pertaining to the administration of the Pikes Peak Regional Building Code and the codes which have been adopted by reference.
 3. Using a contractor's license or registration to obtain permits required under the Pikes Peak Regional Building Code for work that will not be performed by or supervised by the contractor.
 4. Misrepresentation by an applicant of a material fact when applying for a contractor's license or registration.
 5. Failure to obtain a proper permit for any work for which a permit is required by virtue of the Pikes Peak Regional Building Code.
 6. Commitment of any act of willful and wanton negligence in the conduct of the contractor's or other person's specific trade or business on work done by the contractor or other person that is regulated by the provisions of the Pikes Peak Regional Building Code.
 7. Ordinary negligence of the contractor or other person, evidenced by letters of reprimand and/or incident reports received by the contractor within a three (3) year time period that are, in the judgment of the Board of Review of Pikes Peak Regional Building Department, sufficient in number and severity to warrant revocation or suspension of the contractor's license or registration. *See, RBC201.11.3.*
19. A license or registration, or the right of an examinee of the contractor to serve as a contractor or as an examinee of a contractor, shall automatically be suspended or revoked by the Building Official as follows:
1. Registrations within this jurisdiction shall be automatically revoked or suspended upon revocation, suspension or refusal to renew any required Colorado State license.
 2. Any license or registration within this jurisdiction shall be

automatically suspended upon lapse, cancellation, or reduction of insurance coverage below that required by section RBC201.7 of the Pikes Peak Regional Building Code. This suspension shall remain in effect until proof of the reinstatement of the required coverage is presented to Pikes Peak Regional Building Department. Failure to present this proof within twelve (12) months from the date of the lapse, cancellation, or reduction shall result in automatic revocation of the license or registration.

3. Conviction or a finding by a court or administrative agency or authority having competent jurisdiction of the contractor and/or its examinee(s), for a felony, or for civil or criminal fraud, constructive or actual, or for civil or criminal theft, for work related to any license or registration under the authority of the Pikes Peak Regional Building Code, or for work related to the building trades in any jurisdiction, shall result in automatic revocation of the license or registration and revocation of the right of the examinee and all authorized persons of the contractor to serve as a contractor or examinee for this or another contractor after notification by the Board of Review of Pikes Peak Regional Building Department and exhaustion of due process rights, if any, in accordance with Colorado law. The notification shall be served personally or posted by registered or by certified mail, return receipt requested, to the last known mailing address. See, RBC201.11.4.

20. Voluntary Suspension.

1. The Board of Review of Pikes Peak Regional Building Department may suspend licenses or registrations upon the voluntary written request for this action by the contractor. These suspensions shall not exceed a period of twelve (12) months unless a notarized annual certification from an employer is furnished to Pikes Peak Regional Building Department indicating that the contractor is engaged in an active capacity in the field of building codes and construction.
2. While under voluntary suspension, the contractor need not carry insurance, but shall be responsible for all license or registration fees normally due.
3. The voluntary suspension shall be automatically lifted at any point during the twelve (12) month period under the following conditions:

3.1. Written request is made to the Board of Review of Pikes Peak Regional Building Department by the contractor.

3.2. Proof of insurance is provided in accordance with section RBC201.7 of the Pikes Peak Regional Building Code.

4. In the event the contractor does not terminate the voluntary suspension within the twelve (12) month period as provided in item 3 above, or furnish proof of active engagement in the construction field and building codes, as provided in item 1 above, in order to obtain a new license or registration, the contractor must then meet all requirements of sections RBC201.5 and RBC201.6 of the Pikes Peak Regional Building Code. *See*, RBC201.11.5.

21. The Building Official shall have the authority to require compliance with the requirements of SECTION RBC312 of the Pikes Peak Regional Building Code. It shall be the responsibility of the property owner(s) to meet or cause to be met all applicable requirements. Upon due notification of noncompliance and failing to meet or cause to be met all applicable requirements, the property owner(s) shall be responsible for any and all incurred expenditures on the part of the Jurisdiction(s) or any authorized agency in the enforcement of and compliance with applicable requirements. *See*, RBC312.3.8.

22. Refer to local Jurisdiction's penalties for noncompliance, as stated within the Jurisdiction's ordinances or regulations. *See*, RBC313.10.

23. The following provisions of Appendix B:

R. Investigation Fee: Work Without a Permit.

Investigation. Whenever any work for which a permit is required by this Code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to twice the amount of the permit fee that would be required by this Code if a permit was issued. The payment of such an investigation fee shall not exempt any person from compliance with any provisions of this Code nor from any prescribed by law.

Equal to two times the Permit Fee

S. Re-Inspection Fees:

A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is requested is not complete, when corrections required by a previous inspection have not been made, or when an additional inspection is required for alterations made after completion of initial inspection.

This is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as controlling the practice of requesting inspections before the job is ready for such an inspection or re-inspection.

Re-inspection fees may be assessed for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until such fees have been paid.

\$50.00 for 1st incident
\$100.00 for 2nd incident
\$200.00 for 3rd incident
Plus 2 workday inspection delay

Section 23. Conflicts. If any conflicts exist between the 2023 RBC Edition adopted herein and the Municipal Code of the City of Woodland Park or the Woodland Park Engineering Specifications, the latter shall take precedence.

Section 24. Savings Clause. Should any article, section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the balance of this Ordinance.

Section 25. Effective Date. This Ordinance shall be in full force and effect from and after its publication as required by law.

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

The Honorable Mayor Hilary LeBarre

ATTEST: _____
City Clerk Suzanne Leclercq

APPENDIX J: CITY OF WOODLAND PARK

The City Council of the City of Woodland Park, Colorado, adopted **Ordinance No. 1446, Series 2023** on second reading on **May 18, 2023**, adopting the 2023 edition of the Pikes Peak Regional Building Code by reference, as amended.

The following is an excerpt of the modifications to the Pikes Peak Regional Building Code (hereinafter referred to as the "2023 RBC Edition"):

Section RBC101.7 APPEAL PROCEDURES is deleted in its entirety and reference shall be made to section 15.01.30 of the Municipal Code of the City of Woodland Park, as amended, for filing procedures.

Section RBC101.8 VIOLATIONS is deleted in its entirety and reference shall be made to section 15.02.030 of the Municipal Code of the City of Woodland Park, as amended.

Section RBC105.2.1 CONSTRUCTION AND INSTALLATIONS. BUILDING: 23. Add the following after the first sentence: "Temporary signs shall have the definition consistent with Section 18.48.020 of the Municipal Code of the City of Woodland Park and shall mean signs related to the development, construction, sale, or rental of real property".

Section RBC108.2 SCHEDULE OF PERMIT FEES is amended and modified by adding the following to read: "City Council establishes Appendix B: Building Permit Fee Schedule of this Code as the adopted fee schedule."

Section RBC111.1 BOARD OF REVIEW ESTABLISHED. Delete and replace with the following:

RBC111.1 BOARD OF REVIEW ESTABLISHED. The Board of Review for the City of Woodland Park shall be established in accordance with Chapter 15.01 of the Municipal Code of the City of Woodland Park.

Section RBC111.2 AUTHORITY AND RESPONSIBILITY OF THE BOARD OF REVIEW. Delete in its entirety.

Section RBC111.3 ADVISORY COMMITTEES PURPOSE. Delete in its entirety.

Section RBC111.4.1 Technical Committee. Delete in its entirety.

Section RBC111.7 FIRE BOARD OF APPEALS. Delete in its entirety.

SECTION RBC112 – DANGEROUS BUILDING CODE. Amend as follows: All references to the Board of Appeals shall be replaced with the City of Woodland Park Board of Review.

Section RBC201.11 REVOCATION OR SUSPENSION OF LICENSES AND REGISTRATIONS is amended to add the following:

RBC201.11.8 Board of Review. All references to the Board of Review shall be replaced with the Board of Review for the City of Woodland Park.

Section RBC302.4.42.1 Ice barriers. Insert a new Section as follows:

RBC302.4.42.1 Section 1507.1.2 Ice barriers. Delete and replace with the following:

1507.1.2. Ice barriers. An ice barrier shall be installed for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles, and wood shakes. The ice barrier shall consist of a self-adhering polymer modified bitumen sheet complying with ASTM D1970, and shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 72 inches (1,854 mm) inside the exterior wall line of the building.

Exception: Detached accessory structures that do not contain conditioned floor area.

Section RBC302.4.42.2 Valley lining. Insert a new Section as follows:

RBC302.4.42.2 Section 1507.1.3 Valley lining. Valley linings shall be of a self-adhering polymer modified bitumen sheet complying with ASTM D1970, shall extend the full length of the valley, and shall extend not less than 18 inches (457 mm) from the centerline each way.

Section RBC302.4.53 Section 1612.3. Establishment of flood hazard areas. Delete and replace with the following:

RBC302.4.53 Section 1612.3 Establishment of flood hazard areas. Buildings and structures constructed in whole or in part in flood hazard area (as defined by Title 20 of the Municipal Code of the City of Woodland Park) shall comply with Title 20 of the Municipal Code of the City of Woodland Park.

Section RBC303.4.67.1 Ice barriers. Insert a new Section as follows:

RBC303.4.67.1 Section R905.1.2 Ice barriers. Delete and replace with the following:

R905.1.2. Ice barriers. An ice barrier shall be installed for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles, and wood shakes. The ice barrier shall consist of a self-adhering polymer modified bitumen sheet complying with ASTM D1970, and shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 72 inches (1,828 mm) inside the exterior wall line of the building.

Exception: Detached accessory structures that do not contain conditioned floor area.

Section RBC303.4.67.2 Valley lining. Insert a new Section as follows:

RBC303.4.67.2 Section R905.1.3 Valley lining. Valley linings shall be of a self-adhering polymer modified bitumen sheet complying with ASTM D1970, shall extend the full length of the valley, and shall extend not less than 18 inches (457 mm) from the centerline each way.

Section RBC303.4.31 Section R322. FLOOD RESISTANT CONSTRUCTION. Delete and replace with the following:

RBC303.4.31 Section R322.1 General. Buildings and structures constructed in whole or in part in flood hazard area (as defined by Title 20 of the Municipal Code) shall comply with Title 20 of the Municipal Code of the City of Woodland Park.

Section RBC309.10.3.3 Private Utilities. Delete and replace with the following:

RBC309.10.3.3 Private Utilities. All units connected to private sewage disposal systems shall comply with the requirements of Teller County Health Department.

SECTION RBC312 – ENUMERATION CODE. Delete and replace with the following:

RBC312.1 Assignment of numerical address. Assignment of numerical addressees shall be in accordance with the policies and procedures established by the City of Woodland Park, as amended.

SECTION RBC313 – FLOODPLAIN CODE. Delete and replace with the following:

RBC313.1 General. Buildings or structures constructed in whole or part in flood hazard areas (as defined by Title 20 of the Municipal Code of the City of Woodland Park) shall comply with Title 20 of the Municipal Code of the City of Woodland Park.

**WOODLAND PARK BOARD OF REVIEW
MEETING MINUTES
City Hall Council Chambers
Regular Meeting on March 16, 2023
3:30 PM**

- I. CALL TO ORDER AND ROLL CALL:** The meeting was called to order at 3:30 p.m. In attendance were Chairman Mac McVicker, Vice-Chair Jeff Cahill, and Regular members Derrick Carpenter and Jeff Smith. Regular member Patrick Vitagliano was absent. Others in attendance were City Planning Director Karen Schminke (via Zoom), City Planner David Burgess, and Pikes Peak Regional Building Department (PPRBD) Deputy Building Official John Welton.
- II. PLEDGE OF ALLEGIANCE:** Chairman McVicker led the Pledge of Allegiance.
- III. APPROVAL OF MEETING MINUTES:** The February 16, 2023 meeting minutes were approved unanimously as presented.
- IV. CONSENT ITEMS:** None.
- V. COMPLAINTS:** None.
- VI. VARIANCE OR APPEAL HEARINGS:** None.
- VII. UNFINISHED BUSINESS:** Chairman McVicker followed up with Mr. Welton from the February 16, 2023 meeting regarding Mr. Vitagliano's discussion of the requisite contractor's insurance endorsement. Mr. Welton stated that RBC201.7.2 requires a minimum of ten days' notice to PPRBD for expiration of insurance as mandated by the current 2017 RBC. There have been no changes since the 2005 RBC, and that there will be no changes to the proposed 2023 RBC.

Chairman McVicker announced congratulations and accolades to Mr. Carpenter for being chosen as the "Wagon Boss of the Year 2022" by the Greater Woodland Park Chamber of Commerce for his philanthropic work on renovating an old building in the Gold Hill Square South Shopping Center for the new Community Partnership Family Resource Center.

Note: Mr. Carpenter provided his leadership, expertise, labor, and committed compassion for this remodel project that came in under budget and completed on time. The center provides programs and services that support Teller County families.

VIII. NEW BUSINESS:

- A. Building Code Update** – Review and recommendation of an Ordinance to adopt the 2023 Regional Building Code (RBC), which includes by reference the 2021 International Code Council (ICC) Building Code Suite and City of Woodland Park Appendix J, to be codified no later than June 30, 2023. (PPRBD personnel)

Note: For the purpose of these meeting minutes, the recording secretary is providing the following International Code Council (ICC) code references for the family of I-codes proposed to be adopted by reference:

I-Codes that will be adopted by reference are:

- 2021 IRC (International Residential Code for Residential Construction)

- 2021 IBC (International Building Code for Commercial Construction)
- 2021 IMC (International Mechanical Code)
- 2021 IEBC (International Existing Building Code)
- 2021 IFGC (International Fuel Gas Code)
- 2021 IECC (International Energy Conservation Code)
- 2021 ISPSC (International Swimming Pool and Spa Code)

The codes regulated by the State of Colorado that will not be changing or referenced for adoption are:

- 2018 IPC (International Plumbing Code)
- 2020 NEC (National Electric Code)
- 2019 ASME A17.1 (American Society of Mechanical Engineers – for elevators)

Chairman McVicker invited Mr. Welton to review the proposed code adoption. Mr. Welton stated that after the several previous work sessions, he is here today to request a recommendation from the Board to the City Council to adopt the proposed 2023 RBC, including Appendix 'J' that is exclusive to Woodland Park.

Mr. Welton explained that during the previous meeting, it was agreed upon by the Board to remove the provision from Appendix 'J' that would have referenced RBC306.3 of the plumbing code (IPC903.1) requiring roof extensions to be not less than twelve inches above the roof, and instead to implement this as a policy only for projects in Woodland Park. A final version of the policy was included in this meeting's packet. He stated this was a good decision since the reference to the IPC did in fact change in the new 2021 IPC. Since this will be a policy and not code, a recommendation to City Council to adopt or amend is not needed. This also provides flexibility with amending this policy as needed without having to adopt a new code, as well as not having to amend the code if the IPC reference changes.

Mr. Welton stated that the PPRBD legal team worked with Woodland Park's City Attorney to provide checking and cleanup to the proposed amendments for amending the Municipal Code to remove items that needed to be in the RBC so that they will be enforceable by PPRBD personnel.

Mr. Welton briefly reviewed the other changes to Appendix 'J' as discussed in previous meetings such as the ice and water shield requirements exclusive to Woodland Park.

Chairman McVicker opened the discussion to the Board. Mr. Cahill stated he had found a couple of typos in the ordinance, which can be brought to the attention of the City's legal staff.

Next steps discussed are a work session with City Council on April 6, 2023, with a first reading of the ordinance on April 20, 2023, with the public hearing planned for May 4, 2023.

Chairman McVicker pointed to and commended County Commissioner Dan Williams's engagement with state elected officials regarding pending legislation and an article he wrote regarding the same.

Director Schminke commended the Board and PPRBD for their hard work on this new proposed code adoption in order to help soften the glide toward what the State will be mandating, and expressed her appreciation with our partners at PPRBD.

MOTION: Jeff Smith moved to recommend to City Council approval of an Ordinance to adopt the 2023 Regional Building Code (RBC), which includes by reference the 2021 International Code Council (ICC) Building Code Suite and City of Woodland Park Appendix 'J'. Motion seconded by Jeff Cahill. Motion passed unanimously.

IX. ADJOURNMENT: Chairman McVicker adjourned the meeting at approximately 3:50 p.m.

Recorded by:

David J. Burgess, Planner II, City of Woodland Park

Approved this _____ day of _____, 2023

Mac McVicker, Chairman

**CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1447, SERIES 2023**

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

WHEREAS, the City of Woodland Park, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under Article XX, Section 6 of the Colorado Constitution and the City Charter; and

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

WHEREAS, pursuant to C.R.S. § 31-15-501, 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, of the Woodland Park Municipal Code (“Code”); and

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

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

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

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

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

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

CHAPTER 5.22 – SHORT-TERM RENTALS

5.22.010 - Definitions.

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

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

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

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

Lodging tax means the tax levied pursuant to Chapter 3.38.

5.22.020 - Licensing; limitations; requirements.

- (a) It shall be unlawful for any person or entity to engage in the short-term rental business without first applying for and procuring a Short-Term Rental Business License (“License”) from the City with respect to each short-term rental unit. The initial license fee, renewal license fee and penalty for operating without a license shall be established by resolution of City Council, as may be amended from time to time, and payable annually in advance.
- (b) Short-Term Rental Business License may only be issued to owners of properties, as evidenced on the recorded deed for the property, who are also one of the following:
 - (1) A natural person;
 - (2) A trust, if the trustee of the trust is a natural person; or
 - (3) A business entity legally registered with the Colorado Secretary of State to conduct business in the State of Colorado.
- (c) Upon approval of a Short-Term Rental Business License pursuant to this Chapter, the City shall issue a Short-Term Rental Business License number specific to the subject property and the applicant/licensee.
- (d) Short-term rental businesses shall include their Short-Term Rental Business License number in the title of the listing for all public advertising, including but not limited to webhosting services.
- (e) Applications for a Short-Term Rental Business License shall be submitted on a form provided by the City, and the City shall accept no incomplete applications. Applications shall include all information required on the application form and related materials.
- (f) The name of the Short-Term Rental Business License applicant must match either the name of the owner on the deed for the property, the trustee of the trust owning the property, or the

name of the person controlling the corporate ownership of the property. The applicant shall submit to the City a copy of the recorded deed, showing the recording data with the Teller County Clerk and Recorder.

- (g) Short-term rental businesses must have a designated local contact person for each short-term rental unit who shall be responsible for ensuring compliance with provisions of this Code including, but not limited to, removal of snow and ice, trash and refuse removal, and other property maintenance requirements and Good Neighbor Guidelines established by the City Manager and/or their designee(s) and updated from time to time. During periods of applicable occupancy the local contact person must be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within sixty (60) minutes to property code violations and/or complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit and (2) taking remedial action to resolve such violations and/or complaints.
- (h) Short-term rental businesses shall comply with all requirements and guidelines, as listed on the Short-Term Rental Business License and the application materials at all times.
- (i) The following units, structures or uses shall be prohibited from operating short-term rental businesses or from receiving Short-Term Rental Business Licenses: accessory dwelling units (ADUs), rental apartment units, apartment buildings, dormitories, bed and breakfast establishments, campgrounds, RV parks, hotels, motels, mobile homes, and recreational vehicles (RVs) which include all vehicles that bear a vehicle identification number (VIN), tents, teepees, campers and other temporary structures.
- (j) Each short-term rental unit shall provide, at the time of application and renewal, a delineated off-street, on-site parking plan for guests' cars, which provides for parking for all users of the rental space including owners. Such plan shall provide a minimum of two (2) off-street, on-site parking spaces for guest vehicles, and all short-term rental units with more than two (2) bedrooms shall provide a total of one (1) parking space per bedroom.
- (k) No short-term rental shall be operated in such a way as to constitute a nuisance.
- (l) Large events, such as (but not limited to) concerts, parties and weddings, exceeding the maximum number of permitted occupants are prohibited.

5.22.030 - Application, issuance and renewals.

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

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

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

5.22.040 - Revocation and suspension.

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

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

5.22.050 - Penalties.

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

Section 3. *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 from and after its publication as required.

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



SHORT-TERM RENTAL APPLICATION

(Revised 4/1/2023)

1. Property Owner Information (Applicant & Property Owner must be the same)

- a. Name _____
- b. Business Name _____
- c. Physical Address _____
- d. Mailing Address _____
- e. E-mail Address _____
- f. Phone: Home _____ Work _____ Mobile _____

2. Local Contact Person Information

- a. Name _____
- b. Business Name _____
- c. Physical Address _____
- d. Mailing Address _____
- e. E-mail Address _____
- f. Phone Home _____ Work _____ Mobile _____

3. Short-Term Rental Site Information

- a. Site Address _____
- b. Lot _____ Block _____ Subdivision _____
- c. Property Zoning _____
- d. Square Footage of Home _____
- e. Number of Parking Spaces On-Site _____
- f. Number of Legal Bedrooms _____ Max Number of Occupants _____

4. **Is this a renewal of a Short-Term Rental License?** Yes _____ No _____
If yes, then no more than two violation (s) of any of the Short-Term Rental Business License or application requirements or Good Neighbor Guidelines per *M.C. §5.22.020.C5*.

5. **Is the property subject to covenants?** Yes _____ No _____ If yes, it is the responsibility of the property owner to obtain HOA approval.

6. Short-Term Rental Submittal Requirements

- a. Submit copy of the deed for the short-term rental property.
- b. Provide a site plan that shows the location of delineated off-street or off-right-of-way parking for guests' cars, which includes parking for all users of the rental space including owners.
- c. Indicate location of trash on site plan.
- d. Tax receipts showing no overdue balance with the Treasury Department.

7. Certification I have read and shall comply with the **Good Neighbor Guidelines** attached to this application.

Signature of Property Owner _____ Date _____

8. Certification The undersigned applicant certifies under penalties of perjury that the information found in the application is true and accurate to the best of his/her knowledge and understands that the proposed Short-Term Rental will operate in accordance with this application, all provisions of the City of Woodland Park's Zoning Regulations, other applicable City Regulations, and conditions imposed upon the issuance of this Permit and shall comply with Chapter 5.22 and Section 18.78.050 of the Woodland Park Municipal Code.

Signature of Property Owner _____ Date _____

Signature of Local Contact Person _____ Date _____



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Aaron Vassalotti, Finance Director

DATE: April 20, 2023

SUBJECT: Consider Ordinance No. 1448, Series 2023 on initial posting, an Ordinance Adjusting Expenditure Appropriations to the Various Funds, in the Amounts and for the Purpose as Set Forth Below, for the City of Woodland Park, Colorado for the 2023 Budget Year, and Amending Ordinance No. 1433, Series 2022 and set the Public Hearing for May 5, 2023. (A)
(Presenter Finance Director Aaron Vassalotti)

BACKGROUND: History

City Council adopted the City's 2023 Annual Budget on December 1, 2022. Pursuant to the City's Home Rule Charter, City Council can amend the budget when the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget.

Summary

The purpose of this supplemental appropriation is summarized below. This budget expenditure adjustment and revenue source is described in the attachment to this report.

• **Hockey Rink Repair**

1. In the 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. The City has selected Becker Arena Products to perform the repairs and upgrade the fiberglass facing and kick plate. The cost of the repairs is \$284,088.52 and the cost of the fiberglass facing and kick plate is \$16,719.44. The total cost is \$300,879.96.
2. The City received two reimbursement checks from Colorado Intergovernmental Risk Sharing Agency (CIRSA) in the amounts of \$289,940.02 and \$7,512.67, totaling \$297,452.69.
3. The difference between the CIRSA reimbursements and the total cost of the repairs and upgrades leaves a balance needed from the General Fund of \$3,427.27.

Staff Recommendation

Approve Ordinance No. 1448, Series 2023 to amend the 2023 Annual Budget.

Question for Council

Does the City Council approve Ordinance No. 1448, Series 2023 to amend the 2023 Annual Budget?

RECOMMENDATION:

- ATTACHMENTS:**
1. 2023 Supplemental Appropriation #1
 2. 2023 Supplemental Appropriation #1-Summary
 3. ORD 1448 - 2023 supplemental appropriation

City of Woodland Park
2023 Amended Budget
Supplemental Appropriations

	2023 Current Budget	2023 Supplemental Appropriation (incr/decr)	2023 Amended Budget
General Fund (100)			
Revenue	\$ 14,368,282	\$ 297,453	\$ 14,665,735
Expenditures	(14,357,581)	(300,880)	(14,658,461)
Revenue over/(under) Expenditures	\$ 10,701	\$ (3,427)	\$ 7,274
Fund Balance Summary:			
Beginning Fund Balance - 1/1/2022	\$ 3,722,727		\$ 3,722,727
Revenue over/(under) Expenditures	10,701	(3,427)	7,274
Ending Fund Balance - 12/31/2022	\$ 3,733,428	\$ (3,427)	\$ 3,730,001
Ending Fund Balance Designations:			
Non-spendable Due from DDA			\$ 550,000
Non-spendable Inventory/Prepaid Expenditures			65,386
Restricted for Emergencies (TABOR 3%)			433,623
Unrestricted, Unassigned			-
Ending Fund Balance - 12/31/2022			\$ 1,049,009
Supplemental Appropriation Detail:			
	Expenditures	Revenue	
1. Hockey Rink Repairs	\$ 300,880	\$ 297,453	
Total adjustment	\$ 300,880	\$ 297,453	

City of Woodland Park
2023 Supplemental Appropriation

Exhibit A

General Fund	
Increase Budgeted Revenues	\$ 297,453
Supplemental Appropriation	300,880

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1448, SERIES 2023

AN ORDINANCE ADJUSTING EXPENDITURE APPROPRIATIONS TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2023 BUDGET YEAR, AND AMENDING ORDINANCE NO. 1433, SERIES 2022.

WHEREAS, the Home Rule Charter of the City of Woodland Park specifies that City Council may, by ordinance, make supplemental appropriations when there are available for appropriation revenues in excess of those estimated in the budget.

NOW, THEREFORE, THIS ORDINANCE:

THE CITY OF WOODLAND PARK, COLORADO, ORDAINS

That an Ordinance entitled “AN ORDINANCE ADJUSTING EXPENDITURE APPROPRIATIONS TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2021 BUDGET YEAR, AND AMENDING ORDINANCE NO. 1433, SERIES 2022,” be and the same is hereby adopted as follows:

Section 1. The 2023 Amended Budget for the City of Woodland Park, Colorado, which is attached hereto as Exhibit A and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its publication as required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING, FOLLOWING PUBLIC HEARING, THIS 4th DAY OF May 2023.

Hilary LaBarre, Mayor

ATTEST:

Suzanne Leclercq, City Clerk



STAFF REPORT

TO: Mayor LaBarre and City Council
FROM: Sarah Minton, Deputy City Clerk
DATE: April 20, 2023
SUBJECT: Approval of a Modification of a Tavern Liquor License for 110 Reserve located at 110 Midland Avenue, Woodland Park, CO 80863.
(Presenter Deputy City Clerk / Public Works Admin, Sarah Minton)

BACKGROUND:

CITY OF WOODLAND PARK

Liquor License Summary

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

=====

Type of Action Requested: Conduct Public Hearing for a modification of a Tavern Liquor License for 110 Reserve.

Applicant: Pamela Miksell & Wanda Poalillo (110 Reserve LLC) DBA 110 Reserve located at 110 Midland Ave, Woodland Park, CO 80863

Application details:

- Applicant is Pamela Mikesell
- LLC has current sales tax license and FEIN number.
- A petition of needs and desires is not necessary for a modification of a liquor license since the location is currently licensed.
- The location is eligible to be licensed.
- Possession of the property is documented by Deed.

Factual Findings:

- The application was submitted on April 3, 2023.
- Subject property was posted on April 10, 2023 as required by law.
- Public Notice was published on the City's Website April 10, 2023.
- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

RECOMMENDATION: Following Public Hearing, approve modification application from 110 Reserve for a modification of the Tavern Liquor License located 110 Midland Ave, Woodland Park, Colorado.

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council
FROM: CJ Gates, Senior Planner
DATE: April 20, 2023
SUBJECT: Approval of Stone Ridge Village Filing No. 5 Final Plat Public Hearing (QJ)
(Presenter, Senior Planner, CJ Gates)

BACKGROUND: See attached detailed report.

RECOMMENDATION: Approve the Stone Ridge Village Filing No. 5 Final Plat with a variance to allow 40'-45' road right-of-way width for Fire Stone Drive and subject to the following conditions:

1. The developer must enter into a subdivision development agreement including financial guarantee for the cost estimate (approved by the city) 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.
2. The Final Plat shall be amended prior to recording with the following notes or corrections:
 - The 30-foot utility easement between Lots 32 and 33 of Filing No. 1 needs to extend across the southeast corner of Lot 17 in Filing No. 5.
 - Instead of the currently proposed 10-foot easement, a 15-foot easement is needed along the west property line of lots 11 and 12. These west property lines will abut the Ridgestone Drive ROW when it is extended as part of a future filing.
3. Prior to recording a Final Plat, the Applicant shall pay a \$1,200 Water Development Fee for each single-family residential lot (a total of \$21,600 for Filing No. 5). Water tap fees in Stone Ridge Village are not subject to water rights fees.
4. Developer shall provide the City a copy of the final "Declaration of Covenants, Conditions and Restrictions," which Covenants must be recorded simultaneously with the Final Plat.

- ATTACHMENTS:**
1. 1. CC Staff Report Stone Ridge Final Plat
 2. 2. 2023.03.23 PC Minutes - DRAFT
 3. 3. Stone Ridge Village Filing 5_ZDP_SUB2022-06 - WEB
 4. 4. Stone Ridge Filing 5 Plat Exhibit
 5. 5. REVISED Final Plat SRV Filing 5
 6. 6. Stone Ridge Phase 3 - Conditionally & Partially Approved Set 5.17.2022
 7. 7. SRV Preliminary Plat-REVISED 2017
 8. 8. Public Comment



Planning and
Building

City of Woodland Park Staff Report for City Council

Meeting Date: April 20, 2023

Agenda Item

Department

Presenter

Planning

C.J. Gates
Senior Planner

AGENDA ITEM

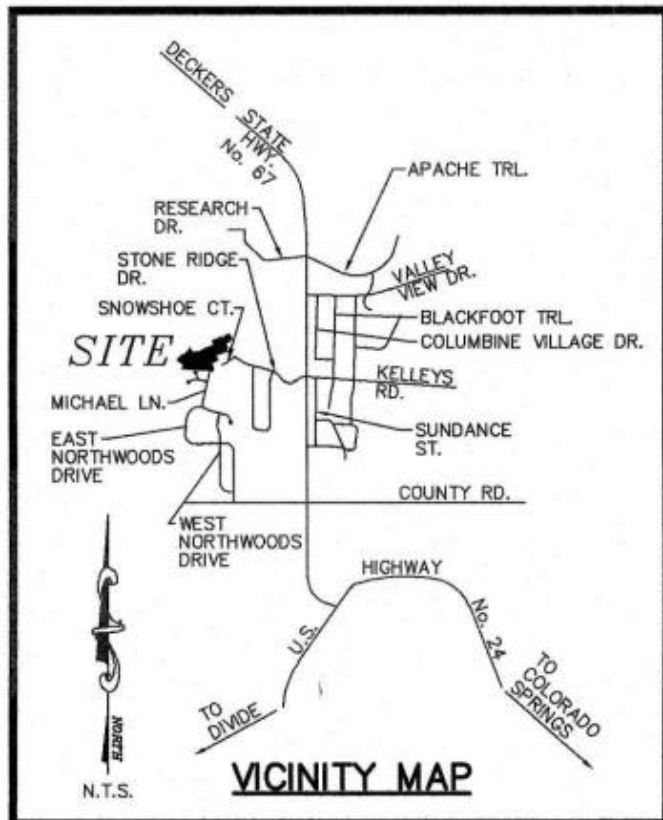
SUB#2022-06: Stone Ridge Village Filing No. 5. Final Plat. A request by Dana Duncan, Stone Ridge Village, LLC. (Property Owner) and Skip Howes (Applicant and Project Coordinator) to approve a major subdivision of 7.95 acres platted into 18 lots with easements and road rights-of-way in the Stone Ridge Village Planned Unit Development (PUD) situated to the North and West of the existing intersection of Firestone Drive and Stone Ridge Drive. The property is 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. (QJ)

BACKGROUND

Annexation of the 200-acre Stone Ridge Village property was approved by City Council on July 18, 2002. Two years later, a PUD zone district was established with approval of a PUD Final Development Plan and Preliminary Plat. Stone Ridge Village PUD is a unique blend of single-family residential neighborhoods, a variety of multi-family units, commercial tracts for offices, churches, institutional uses and neighborhood services with more than 51 acres of public open space.

The Preliminary Plat and PUD Final Development Plan were approved March 18, 2004. Stone Ridge Village Filings No. 1 and No. 2 were approved October 5, 2006 with 71 single-family lots. Stone Ridge Village Filing No. 3 was approved on September 21, 2017 with 28 lots on 11.87 acres, and Stone Ridge Village Filing No. 4 was approved on July 18, 2019 with 21 lots on 9.44 acres. This final plat request for Stone Ridge Village Filing No. 5 includes 18 lots on 7.95 acres.

Figure 1: Vicinity Map



PROCESS

As a major subdivision, this platting involves:

- construction of new streets, sidewalks, curbs, gutters and stormwater system;
- extension of municipal facilities (i.e., water and sanitary sewer system) and dry utilities;
- no adverse effect to the remainder of the parcel or adjoining property; and
- conformance with the City's comprehensive plan and other adopted plans, as well as the zoning ordinance, and subdivision regulations.

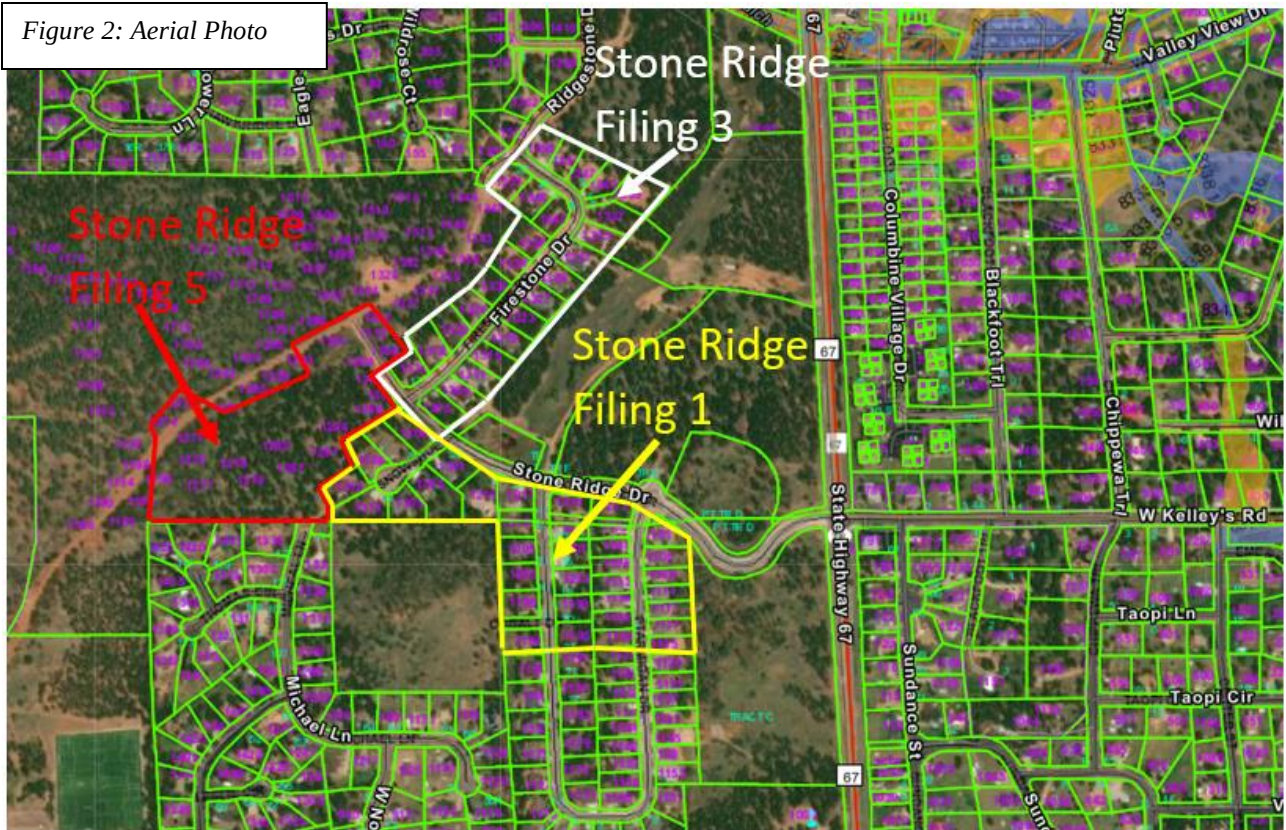
A major subdivision authorization is a two-step public process with approval of a Preliminary Plat (completed in 2004) and submission of a final subdivision plat (that includes public hearings before the Planning Commission and City Council).

SURROUNDING ZONING and USES

Stone Ridge Village PUD is located west of Highway 67 and is accessed from Stone Ridge Drive which is directly west of Kelly's Road. Stone Ridge Drive intersects with Firestone Drive, the majority of the existing road is located within filing 3 of Stone Ridge. As part of filing 5 Firestone Drive will be extended to the west and Stone Ridge Drive will be extended to the north. The aerial photo in Figure 2 provides an overview of the subject area. Specific uses and zoning can be seen within the table below.

	Zone	Land Use
North	PUD	Vacant land, which is part of the Stone Ridge Subdivision Preliminary Plat.
West	PUD	Vacant land, which is part of the Stone Ridge Subdivision Preliminary Plat.
East	PUD	Single family homes/lots in Stone Ridge Village Filing No. 3.
South	PUD/SR	Single family homes/lots in Northwoods Subdivision Filing No. 4.
South East	PUD/UR	Single family homes/lots in Stone Ridge Village Filing No. 1. Vacant land that is unplatted owned by Spruce Ridge Properties, LLC

Figure 2: Aerial Photo



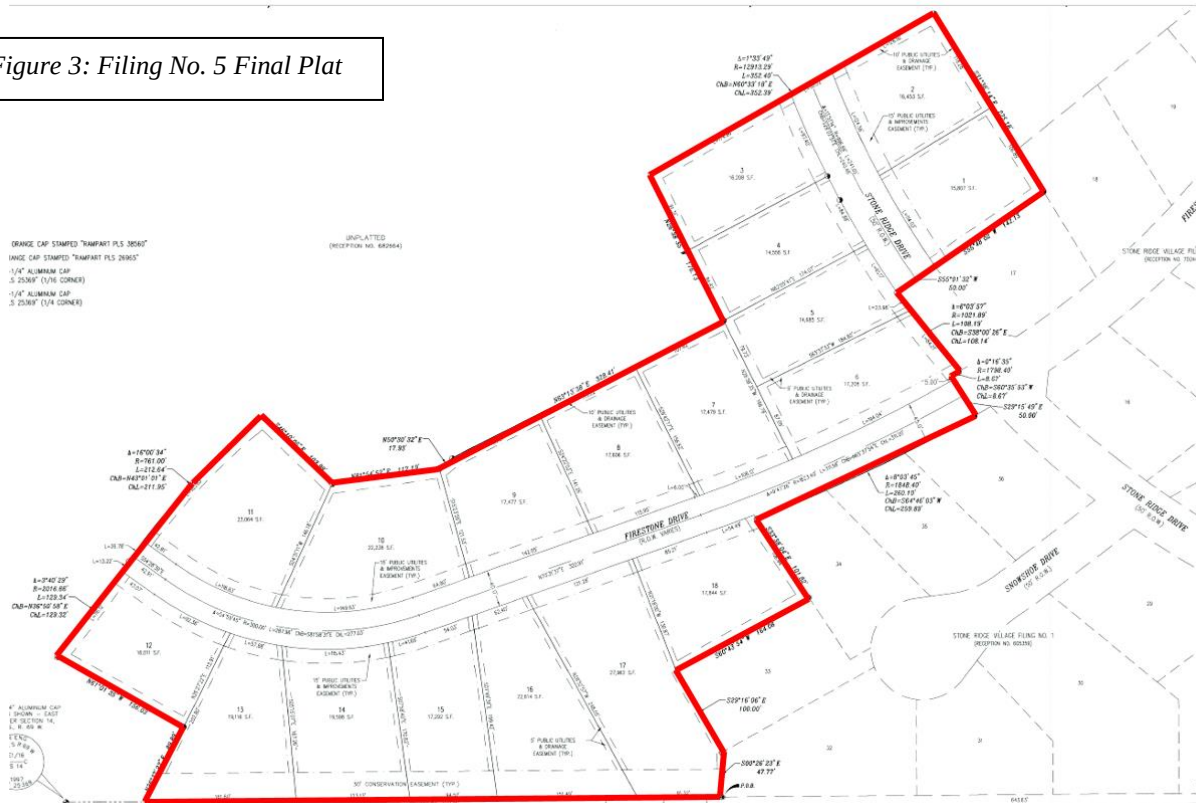
Stone Ridge Village PUD is subject to the following dimensional standards as established by a 2005 PUD amendment:

- **Height:** 35-foot maximum building height measured at mean grade.
- **Setbacks:** 25-foot minimum front/rear setback for ½ acre lots (21,780 SF) or less; an 18-foot front/rear setback is allowed with no more than two adjacent lots with side-by-side 18-foot setbacks, or no more than three lots if one of the three is a corner lot. 8-foot minimum side setback for ½ acre lots (21,780 SF) or less, a 5-foot side minimum setback on one side of the lot is allowed while the other side must be 8 feet and two 5-foot side lot setbacks may straddle a common lot line. For corner lots, the front setback adjacent to one street shall be a minimum of 25 feet and the reverse street side may have a minimum 18-foot setback.
- **Garages:** 25-foot minimum setback from the front property line to garage vehicle access point.
- **Lot area:** Minimum: 11,000 SF Maximum: 47,500 SF
- **Lot coverage:** Per maximums as provided in Article 17.40.250 of Woodland Park Subdivision regulations.
- **Lot Frontage:** 25-foot minimum along road.

PROPOSED PLAT

Residential use is permitted in this portion of the overall Stone Ridge PUD. In this filing of the Stone Ridge Subdivision, the Applicant proposes to develop 18 lots for single family dwelling units as seen in Figure 3. Construction of each dwelling unit is subject to administrative approval of a Zoning Development Permit (ZDP). The ZDP process also includes a compliance check of criteria such as setbacks, height, parking, landscaping, architecture and other site improvements for utilities, grading, drainage, and erosion control.

Figure 3: Filing No. 5 Final Plat



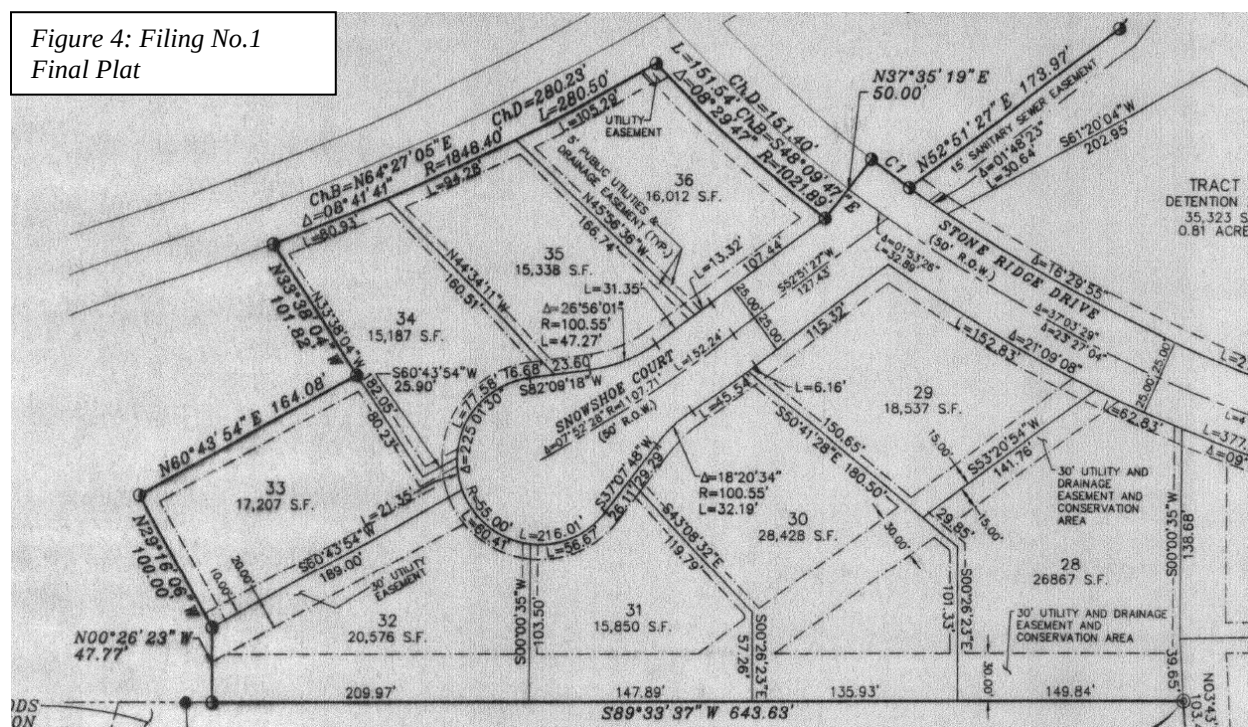
The configuration of the proposed final plat is consistent with the approved 2004 Preliminary Plat. In comparing the preliminary and final plats, the only minor differences to note relate to small changes in lot shape and reduced road right-of-way widths. Even with small changes to the lot shapes, the lots range in size from 14,556 SF to 27,962 SF which is consistent with the preliminary plat.

Regarding right-of-way widths, Firestone Drive was originally proposed to have a 50-foot road right-of-way (ROW) width. The final plat now shows the ROW to be 45-feet by the intersection with Stone Ridge Drive and tapers to 40-feet in width at the west end of the plat. The original wider ROW width was designed to include road pavement and the installation of utilities, such as gas and electric, on either side of the pavement within the ROW. Local gas and electric utilities now desire to have easements for their use dedicated outside the ROW. This plat reflects that

desire and includes a 15-foot *Public Utilities & Improvements Easement* on either side of the ROW to accommodate the utilities.

The other item to note is, in Stone Ridge Filing No. 1, at the end of Snowshoe Court there is a 30-foot utility easement between Lots 32 and 33 (as seen on Figure 4). There is an 8" water main and an 8" sanitary sewer main in this easement. The construction drawings for this filing show the 8" water main connecting with the water main in Michael Lane. Consistent with the preliminary plat, this easement needs to be extended into the southeast corner of Lot 17 of the proposed plat for filing No. 5.

Figure 4: Filing No.1
Final Plat



INFRASTRUCTURE

The applicant submitted Zoning Development Permit (ZDP) applications to the City of Woodland Park for approval of Grading and Infrastructure Plans. City staff conditionally approved these ZDPs on May 17, 2022 and the construction has commenced on this site. The approved construction documents are attached hereto.

Drainage improvements include curb, gutter and an overall stormwater system in accordance with the drainage plan and report that was previously approved for the Stone Ridge PUD. Addendum No. 1 to the Final Drainage Report was prepared by JPS Engineering on June 7, 2019 which concluded that “the existing capacity of Detention Pond L1 is adequate for the remaining phases of single-family development within Stone Ridge subdivision.”

Water and sanitary sewer mains and service lines are currently under construction in accordance with the 2011 City Engineering Specifications. Stone Ridge Village is subject to prior agreements

including the City's conversion from "developer supplied water" to water development fees. Per Ordinance No. 838, the Developer deeded his water rights, wells, easements, and appurtenances to the City. Also, Ordinance No. 838 requires payment of a Water Development Fee of \$1,200 per residential lot prior to recording the Final Plat. Because wells and water rights were conveyed to the City, no water rights fees are collected for the development of this property.

Access and traffic flow to Filing No. 5 is provided from Hwy 67 via Stone Ridge Drive and a second access at Research Drive which connects to Ridgestone Drive and subsequently to Firestone Drive. The majority of the lots within filing No. 5 are to the west of the intersection of Stone Ridge Drive and Firestone Drive. Stone Ridge Village PUD has two access points to Hwy 67, which will serve 136 homes when Filings Nos. 1 – 5 are built-out.

The road network within Filing No. 5 includes a 50-foot wide right-of-way for Stone Ridge Drive. As noted above, the right-of-way for Firestone Drive is 45-feet wide by the intersection with Stone Ridge Drive and tapers to 40-feet in width at the west end of the plat.

As this PUD continues to build out, other connections into the residential areas of the development include:

1. A connection from the southern edge of Eagle Pines Subdivision at Eagle Pines Drive; and
2. At the south west corner of Stone Ridge Village connecting at Meadow Wood Sports Complex and on to Evergreen Heights Drive.

These proposed access points are part of an overall road network to service the interior of Stone Ridge Village with a total of 340 residential units.

Pursuant to the Stone Ridge Village Annexation Agreement, improvements to the intersection of Kelley's Road and Highway 67 (i.e., deceleration and acceleration lanes, left turn lanes) were completed by the owner with the first filing. In addition, the owner provided the City with an \$82,000 letter of credit to be used toward a new traffic signal on Highway 67 which has been installed and is operational.

CODE COMPLIANCE

Final Plat Chapter 17.24 and Design Standards Chapter 17.40

The Subdivision Regulations contain platting and design standards for all types of subdivisions. The platting standards contain specifications relating to the form of the plat while the design standards contain specifications for a reasonable layout and design of lots, blocks, streets, sidewalks, easements and alleys to ensure an efficient, orderly, well planned subdivision ready for future construction. In italics below are the relevant plat and design standards applicable to this major subdivision application followed by a staff analysis.

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

Complies. The lots mostly conform to the preliminary plat. There are minor variations in lot size for the properties along Firestone Drive. The width of Firestone Drive was modified from 50 feet, to a varying right of way width of 45 to 40 feet. To compensate for the reduced road width, a 15 foot wide public utilities and improvements easement is proposed on each side of the roadway.

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

Complies. The criteria from this section has been reviewed by staff and is determined to be acceptable.

§17.40.010 - Purpose. *The character and environment of the City of Woodland Park for future years will be greatly affected by the design of subdivisions and the plats that are approved by the City. Planning, layout and design of a subdivision are of the utmost concern. The residents must have available to them within the area, safe and convenient movement to points of destination or collection. Modes of travel to achieve this objective should not conflict with each other or with abutting land uses. Lots and blocks should provide desirable settings for the buildings that are to be constructed, make use of natural contours and protect the view, afford privacy for the residents and protection from adverse noise and vehicular traffic. Natural features and vegetation of the area must be preserved if at all possible. Schools, parks, churches and other community facilities should be planned as an integral part of the area. In order to meet the above objectives, the city encourages innovative subdivision design.*

Complies. As determined at Preliminary Plat, this subdivision provides for a well-designed subdivision with lots that are accessible from the extension of Firestone Drive and Stone Ridge Drive. Safe and convenient vehicular and pedestrian movement is provided with local streets and sidewalks designed to City standards. Staff finds that the proposed subdivision:

- Provides safe and convenient vehicular and pedestrian movement;
- Provides desirable lots and settings for single family homes;
- Makes use of natural contours, views and affords privacy;
- Protects from adverse noise and vehicular traffic; and
- Schools, parks, churches and other community facilities are within reasonable proximity to the subdivision.

§17.40.020 - Site consideration. *Land which the city finds to be unsuitable for subdivision or development due to flooding, improper drainage, steep slopes, rock formations, adverse earth formations or topography, utility easements, or other features which will reasonably be harmful to the safety, health and general welfare of the present or future inhabitants of the subdivision and/or its surrounding areas, shall not be subdivided or developed unless adequate methods are formulated by the developer and approved by the city to solve the problems created by the*

unsuitable land conditions. If the problem cannot be suitably corrected, such land shall be set aside for uses which shall not involve a danger or a harmful situation.

Complies. Filing No. 5 is suitable for development. The proposed lots have similar topographical features to the surrounding previously developed lots in Stone Ridge Village, as well as the Northwoods Subdivision located to the south.

§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 a plat approved 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. Each lot has adequate frontage with a minimum of 25' frontage. Lots will be accessed off of newly constructed portions of Firestone Drive, and Stone Ridge Drive. The applicant has begun construction of the infrastructure within this filing. They have provided cost estimates for the construction of these roadways, and are required to complete their construction. A subdivision development agreement is required and the applicant must provide a financial guarantee for the cost of the public improvements prior to the filing of the final plat with Teller County.

§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 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.*

Substantially complies. All easements are shown on the final plat and adequate for all utilities. Public utility and improvement easements are provided along each property line. The easements are as follows:

- 15 feet along right of way frontages.
- 5 feet per lot alongside property lines.
- 10 feet along rear property lines, except for lots 13-17 which contain a 30 foot conservation easement.

The following easements are also necessary:

- The 30-foot utility easement between Lots 32 and 33 of Filing No. 1 needs to be extended across the southeast corner of Lot 17 in filing No. 5.

- Instead of the currently proposed 10-foot easement, a 15-foot easement is needed along the west property line of lots 11 and 12. These west property lines will abut the Ridgestone Drive ROW when it is extended as part of a future filing.
- The applicant provided staff an updated Final Plat Exhibit, including the necessary easements as staff outlined above, just prior to the Planning Commission hearing on March 23rd. The updated Final Plat Exhibit is attached hereto. This condition still substantially complies due to the fact that the changes made by the applicant have not been provided on the Final Plat document that will be signed and recorded. Staff's goal is to ensure all of the correct easement information is shown on the Final Plat document that would ultimately be recorded.

§17.40.210 - Lots. *The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with the zoning ordinance and in driveway access to buildings on such lots from an approved street.*

Complies. All lots are reasonably arranged and buildable with adequate provision made for driveway access from an approved street and a viable building envelope.

§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 are of the lot that is covered by a principle building or accessory building. Driveways, decks, and patios are not calculated as part of the lot coverage standard.*

Complies. Table LCS requires that lots between 14,556 SF to 27,962 SF have a maximum site coverage of 25% to 20%. Plat note No. 6 reflects this regulation. Below are the relevant portions of Table LCS.

12,000-18,000 square feet	25% minus 1% for each additional 1,200 square feet of lot area, to a maximum site coverage of 20%
18,000+ square feet	20%

§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 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 in the amount of 0.027 acres per residential unit. In a cluster development, this land shall not count toward the minimum required open space.*

Complies. The Stone Ridge PUD approved in 2004 required the developer to dedicate 22.93 acres of park land adjacent to Meadow Wood Sports Complex (deeded to the City in 2004)

and various open space tracts; therefore, no park capital fees are collected with Filing No. 5. As development occurs into the future, various open space tracts will be dedicated to the City for a total of 28.71 open space within the 200 acre PUD.

PUBLIC NOTICES

Notice of the Planning Commission and City Council hearings was sent to the owners of the property to be subdivided, to adjacent property owners within 150 feet of the site, and to the appropriate agencies at least ten days prior to the hearing date. A notice of the public hearing was published in the Pikes Peak Courier at least seven days prior to the Planning Commission hearing and posted on the proposed subdivision site at least ten days prior to the hearing. One public comment has been submitted to staff and is attached hereto.

The subdivision plat was referred to various City departments including Public Works, Utilities, Parks and Recreation, Finance, CORE, NETCFD, Black Hills Energy, Century Link, Peak Internet and TDS Cable. The final Plat application was presented to the Parks and Recreation Advisory Board on March 8th, 2023. The Board took no action on this item because all land requirements have been met.

PLANNING COMMISSION RECOMMENDATION

Planning Commission held a public hearing on March 23, 2023 (draft minutes attached). After consideration of the staff report, and comments made at the public hearing, the Planning Commission voted unanimously to recommend to City Council approval of the Stone Ridge Village Filing No. 5 with a variance to allow 40'-45' road right-of-way width for Fire Stone Drive and subject to the following conditions:

1. The developer must enter into a subdivision development agreement including financial guarantee for the cost estimate (approved by the city) 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.
2. The Final Plat shall be amended prior to recording with the following notes or corrections:
 - The 30-foot utility easement between Lots 32 and 33 of Filing No. 1 needs to extend across the southeast corner of Lot 17 in Filing No. 5.
 - Instead of the currently proposed 10-foot easement, a 15-foot easement is needed along the west property line of lots 11 and 12. These west property lines will abut the Ridgestone Drive ROW when it is extended as part of a future filing.
3. Prior to recording a Final Plat, the Applicant shall pay a \$1,200 Water Development Fee for each single-family residential lot (a total of \$21,600 for Filing No. 5). Water tap fees in Stone Ridge Village are not subject to water rights fees.

4. Developer shall provide the City a copy of the final “Declaration of Covenants, Conditions and Restrictions,” which Covenants must be recorded simultaneously with the Final Plat.

ATTACHMENTS

- A. Planning Commission March 9th, 2023 Draft Minutes
- B. Applicant Application
- C. Stone Ridge Village Filing No. 5 Plat Exhibit
- D. Stone Ridge Village Filing No. 5 REVISED Plat Exhibit
- E. Construction Drawings
- F. Stone Ridge Village Preliminary Plat
- G. Public Comment

WOODLAND PARK PLANNING COMMISSION

MEETING MINUTES for March 23, 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.

Present	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:

Commissioner Larsen requested the minutes be amended on page three. He read a statement that contained a detailed explanation of the reasons he needed to recuse himself from the Stone Ridge Filing No. 5 Final Plat agenda item and asked that the statement be added to the minutes. The Commission members had a short discussion and determined the minutes as presented were sufficient but a small change was warranted. Commissioner Brown moved and Commissioner Nielsen seconded to approve the March 9, 2023 minutes with an amendment noting Commissioner Larsen's recusal was due to ex parte contacts.

YES: Brown, Harvey, Kennedy, Larsen, Nielson.

NO: None.

ABSTAIN: Hartsfield.

Motion PASSES 5 – 0 with one abstention.

Chair Hartsfield added a public comment period for an item not on the agenda. He allowed Arnie Sparnins to speak. Mr. Sparnins, of the Sunny Glen neighborhood, commented on the upcoming discussions for "STR zoning." He reminded the Planning Commission that the City Council passed Ordinance 1431 on November 14, 2022, but the citizens effectively repealed it and the core issue of Ord. 1431 was the zoning table that allowed for STR use in residential districts. He advocated that STR use not be allowed in residential zones because they are 24/7 lodging businesses. He asked the Planning Commission to focus on the zoning table of permitted uses and asked that community character be protected by honoring City and State zoning laws.

4. PUBLIC HEARINGS

A. 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) **Continued from March 9, 2023**

Commissioner Larsen recused himself from the case because of his previously disclosed ex parte communications.

Senior Planner Gates presented the staff report, reviewing the property history, definition of major subdivision, an aerial photo showing the location of Filing 5 and the access into the subdivision. He noted the proposed layout is consistent with the 2004 Preliminary Plat. The ROW width will be less because the utility providers now desire 15' utility easements to be located on both sides of the ROW. Staff proposes a 15' utility easement on the west side of Lots 11 and 12 instead of the submitted 10' easement, and a 30' easement carried over from Snowshoe Drive across the corner of Lot 17, which is consistent with the preliminary plat (addressed in Condition #2).

Lastly, staff received comments from a neighbor in Northwoods on the subject of access points, suggesting a wider easement between Lots 16 & 17 that would provide a trail and emergency connection between Firestone Drive and Michael Lane. The applicant chose not to modify the plat. Mr. Gates then clarified a portion of the staff report concerning infrastructure and then went over the analysis to Chapter 17 of the City Code.

The application met all public notice and referral standards, and received one public comment which was provided to the Planning Commissioners. The Parks and Recreation Advisory Board reviewed this final plat on March 8, 2023, taking no action because all land dedication requirements have been met.

Staff recommended Planning Commission move to approve Stone Ridge Filing No. 5 with a variance to allow 40' – 45' road right-of-way width for Firestone Drive and subject to the following conditions:

1. The developer must enter into a subdivision development agreement including financial guarantee for the cost estimate (approved by the City) 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.
2. The Final Plat shall be amended prior to recording with the following notes or corrections:
 - The 30-foot utility easement between Lots 32 and 33 of Filing No. 1 needs to be extended across the southeast corner of Lot 17 in Filing No. 5.
 - Instead of the currently proposed 10-foot easement, a 15-foot easement is needed along the west property line of lots 11 and 12. These west property lines will abut the Ridgestone Drive ROW when it is extended as part of a future filing.
3. Prior to recording a Final Plat, the Applicant shall pay a \$1,200 Water Development Fee for each single-family residential lot (a total of \$21,600 for Filing No. 5). Water tap fees in Stone Ridge Village are not subject to water rights fees.
4. Developer shall provide the City a copy of the final "Declaration of Covenants, Conditions and Restrictions," which covenants must be recorded simultaneously with the Final Plat.

5. Prior to recording a Final Plat, the Applicant must submit a SWMP and a State of Colorado Discharge Permit that has been certified and approved by the City of Woodland Park.

Commissioner Harvey asked for explanation of the SWMP, Storm Water Management Plan. Mr. Gates noted the applicant did submit it late last week, the City Engineer is reviewing it.

The applicant, Skip Howes, Project Manager for Stone Ridge Filing No. 5, presented some history of the property. He noted that CORE now requires 15' easements on each side of a ROW instead of locating their lines in the ROW. To preserve the tree coverage and prevent a 90'-wide swath for a 60' ROW and 30' easement, Mr. Howes worked with Planning to try a 40' ROW with a 10' easement on each side, making it 60' in total, which worked well. Stone Ridge has complied with the intent of the master plan throughout Filings 1-4 over the last 20 years. He would like Conditions #2 and #5 removed as they may already be satisfied.

Commissioner Brown clarified that the CORE requirements were met between lots 11 & 12. Director Schminke would be comfortable removing Condition #5 but recommended keeping Condition #2 as a reminder of the requirement so that the recorded plat has the correct easements and dimensions as required by the City and utility providers. Chair Hartsfield confirmed the developer is responsible for recording covenants. Director Schminke explained that the CORE's new easement requirements have completely changed, so the City has decided to narrow the roads a little bit so as not to end up with giant swaths of treeless roads, but the pavement width does not change. Brown said this would affect the setbacks though, putting houses closer to the street.

Chair Hartsfield opened the public hearing. Dr. Thompson submitted a letter right before the hearing, and the Commissioners had it on their desks.

Dr. Nancy Thompson, 1314 Firestone Drive, noted her concerns, the first being that she is directly affected by this final plat and the new drainage patterns. Even with the improvements, the uncertainty of what a big stormwater event will do is worrisome. With this final plat, her yard becomes the lowest place in the development. She presented a section of the covenants concerning grading patterns and that surface waters should not be directed differently from the original flow.

Mary Manka of 1219 Stone Ridge Drive agreed with Dr. Thompson, noting that Dr. Thompson's lot would be a drainage or stormwater collection point.

Skip Howes rebutted, explaining that every major subdivision in Colorado has to have a Stormwater Management Plan (SWMP) and an analysis certified by a professional engineer. In Woodland Park, it's then reviewed and accepted the City Engineer. As the subdivision is developed, the roads change how the drainage flows. At the time of building, the covenants control the lot, while the City controls the drainage plans.

Chair Hartsfield opened the meeting to Commissioner questions. They clarified most of Firestone is surface drainage, and then about 2/3 of the way down on the curve to the northeast there are drainage structures to take it underground. Director Schminke said Condition #5 is needed by the City for issuing grading and infrastructure permits. Mr. Howes said that the SWMP is unique to each filing, and a new SWMP was submitted with Filings 5 & 6. He works with Sam Kozurek, the City Inspector, to meet the construction requirements during construction. Condition # 5 should thus be eliminated because the City received notice the SWMP was approved and issued by the State.

Chair Hartsfield closed public comment.

MOTION: Commissioner Harvey motioned, and Commissioner Kennedy seconded, to accept the staff report, approve a variance to allow 40' – 45' road right-of-way width for Firestone Drive, and recommend to City Council the approval of 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 subject to the following conditions:

1. The developer must enter into a subdivision development agreement including financial guarantee for the cost estimate (approved by the City) 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.
2. The Final Plat shall be amended prior to recording with the following notes or corrections:
 - The 30-foot utility easement between Lots 32 and 33 of Filing No. 1 needs to be extended across the southeast corner of Lot 17 in Filing No. 5.
 - Instead of the currently proposed 10-foot easement, a 15-foot easement is needed along the west property line of lots 11 and 12. These west property lines will abut the Ridgestone Drive ROW when it is extended as part of a future filing.
3. Prior to recording a Final Plat, the Applicant shall pay a \$1,200 Water Development Fee for each single-family residential lot (a total of \$21,600 for Filing No. 5). Water tap fees in Stone Ridge Village are not subject to water rights fees.
4. Developer shall provide the City a copy of the final "Declaration of Covenants, Conditions and Restrictions," which covenants must be recorded simultaneously with the Final Plat.

YES: Harvey, Kennedy, Nielsen, Hartsfield, Brown

NO: None.

ABSTAIN: Larsen

Motion PASSES 5 – 0 with one abstention.

This case will go before City Council for a Public Hearing on April 20, 2023.

5. WORK SESSION

A. Code Review Project – Review & Discussion

- 6. ADJOURN:** Before adjourning, Commissioners asked about the status of the DDA Development Plans, which Staff hopes to receive in time for review at the April 13th meeting. The meeting was adjourned at 9:46 p.m.

Approved this _____ day of _____, 2023 by

Ken Hartsfield, Chair

Planning Application Entry Form

Print Record



Go To Development Fees Receipt Form



ID

Open Permit Comments

Permit Number 202208225

Project # EXT/Case # SUB2022-06

Public Hearing Required ☒

Date Received 8/19/2022

Date Routed 8/22/2022

Date Initial Permit Approved

*Date Permit Paid 8/19/2022

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

Project Type SUB

Project Type Number 5

Project Classification Final Plat

Non-Profit, Residential or Commercial Residential

NOTE: Above Field required only for SINS and TUPs

Project Name Stone Ridge Village Filing No

Site Address Number

Site Address Name

Lot Number 1-18

Block Number

Subdivision Stone Ridge Village

Filing # 5

Applicant Business Name Stone Ridge Village,

App First Name Skip

App Last Name Howes

App Phone Number 719-687-6083

PO Box 5044

Mailing Address Street #

Mailing Address Street Name

City Woodland Park

State CO

Zip Code 80866

Owner First Name Dana

Owner Last Name Duncan

Zone Class PUD

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

Planner Office



Stone Ridge Village, LLC
P.O. Box 5044
Woodland Park, CO 80866
719-687-0800

RECEIVED
8/19/2022
2:35 PM

☐ Complete. _____
date

August 19, 2022

Karen Schminke, City Planner
City of Woodland Park Planning Department
Woodland Park, CO 80863

Re: Final Plat Submittal Stone Ridge Village, Filing 5

Dear Karen,

Attached are the documents for the Final Plat processing of Stone Ridge Village Filing 5. We are submitting at least 30 days prior to the September 22, 2022 Planning Commission meeting with the understanding that it will go to City Council on October 6.

By the time it goes to City Council the curb and gutter, paving, sidewalk extension along Stone Ridge Drive and the stop sign at Firestone and Stone Ridge Drive will be installed. The outstanding items pending completion of dry utilities will be re-vegetation and the 5' sidewalk along the westerly side of Firestone. As in the past the builders will install the 5' sidewalk during the construction of the residences and the developer will, if necessary, fill in any missing walks within 24 months of recording of the plat.

Attached:

1. 2022 General Application and Final Plat Submittal Requirements
2. Legal Description of Filing 5
3. Areas of roads and lots for title policy
4. Title Commitment from Empire Title
5. List of adjoining addresses
6. Application Fee check in the amount of \$2,690. (\$944 + \$97/lot)
7. One 24x36 copy of plat and one 11x17 copy of plat
8. Electronic copy of final plat for printing.
9. Engineering plans were previously approved and on file with the City Engineer
10. Copy of proposed covenants for the filing
11. Letter outlining pending public improvements to guarantee
12. Drainage report is on file with the City from a prior approval.
13. There are no park land dedications
14. Subdivision Development agreement will be drafted by City Staff.

I believe we have everything included, should you need additional information, please reach out directly to me.

Warm regards,

Skip Howes
Project Manager

enc.



2022 GENERAL APPLICATION
(Revised 1/1/2022)

RECEIVED
8/19/22

☐ Complete date

Project # 202208225
Case # 5082022-06
Fee(s): See City of Woodland Park
Fees Sheet (Plus publication/recording
fees, as applicable)
 $\$944 + (18 \times 91) = \$2690$

Type of Application (Check one or more as applicable)

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

1. Applicant Information

- a. Applicant Name Skip Howes
- b. Project Coordinator ☒ Property Owner ☐
- c. Mailing Address PO Box 5044, Woodland Park, CO 80866
- d. E-mail Address scotthomesltd@cs.com
- e. Phone Numbers Home _____ Work 719-687-6083 Mobile 719-330-6266

2. Property Owner Information (if different from above)

- a. Name Stone Ridge Village, LLC, Dana Duncan Manager Project Contact? Yes ☒ No ☐
- b. Mailing Address PO Box 5044, Woodland Park, CO 80866
- c. E-mail Address lmartila@rpwp.net
- d. Phone Numbers Home _____ Work 719-687-4724 Mobile _____

3. Site Information

- a. Site Address Stone Ridge Village Filing no. 5
- b. Lot 18 lots Block _____ Subdivision Stone Ridge Village, Filing No. 5
- c. Property Zoning PUD Lot Size _____ 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 Stone Ridge Village Filing No.5 Final Plat
- b. Brief Description of Project/Request 18 new lots in Stone Ridge Village, Per the PUD Master Plan and Preliminary Plat

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

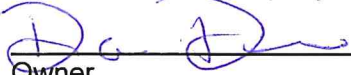
7. Applicable Code Sections

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.

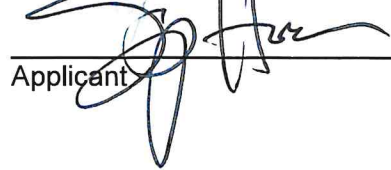
  8-14-22
Owner _____ Date _____

 _____
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.

  8-3-22
Applicant _____ Date _____



Stone Ridge Village, LLC
P.O. Box 5044
Woodland Park, CO 80866
719-687-0800

August 19, 2022

Karen Schminke, City Planner
City of Woodland Park
Woodland Park, CO 80863

Re: Stone Ridge Village Filing 5 Public Improvements

Dear Karen,

There are two items that will potentially outstanding at the time City Council records the final plat for Stone Ridge Village Filing No. 5, revegetation within the City Right of way and the 5' pedestrian sidewalk along the north side fo Firestone Drive.

Revegetation of areas n ROW:

Extension of Stone Ridge Drive - 4,200 sf

Extension of Firestone Drive North Side - 5,225 sf

Extension of Firestone Drive South Side - 5,500 sf

Total charge to hydro seed 15,000 sf area \$2,450.00

150% requirement = \$3,675.00

Pedestrian Sidewalk along North side of Firestone Drive:

950' at \$25/sf = \$23,750

As builders take down their lots the requirement fo the sidewalk will transfer to that specific builder. Developer may submit for release of those lots from the requirement and City staff will release the among on a cost per liniere foot for each specific lot frontage. Should the developer still own any lots within 24 months of the recording of the Final plat, the developer will complete the vacant sidewalk to link the adjoining walk paths.

Warm regards,

Skip Howes
Project Manager

STONE RIDGE VILLAGE FILING NO. 5
LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER
(S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF
THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE RIDGE VILLAGE, LLC, A COLORADO LIMITED LIABILITY COMPANY, DANA E. DUNCAN, MANAGER, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TO WIT:

LEGAL DESCRIPTION – STONE RIDGE VILLAGE, FILING NO. 5 EXTERIOR BOUNDARY.

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 682864 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER (S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 14, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 28, STONE RIDGE VILLAGE FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 605359 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "JR. ENG. PLS 25369" FROM WHICH THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTHWOODS SUBDIVISION FILING NO. 4, AS RECORDED UNDER RECEPTION NO. 313663 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "JR. ENG. PLS 25369" BEARS S89°33'37"W, A DISTANCE OF 1352.61 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°33'37"W ALONG THE SOUTHERLY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID SE1/4 NE1/4 AND THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 543248 OF SAID COUNTY RECORDS, A DISTANCE OF 643.63 FEET TO THE SOUTHWEST CORNER OF LOT 32, OF SAID STONE RIDGE VILLAGE FILING NO. 1 AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE S89°33'37"W CONTINUING ALONG THAT LINE COMMON TO SAID SE1/4 NE1/4, SAID RECEPTION NO. 543248 AND SAID NORTHWOODS SUBDIVISION FILING NO. 4, A DISTANCE OF 622.06 FEET;

THENCE N26°27'22"E, A DISTANCE OF 89.89 FEET;

THENCE N61°01'35"W, A DISTANCE OF 156.03 FEET;

THENCE ALONG THE ARC OF A 2016.66 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°34'02", AN ARC LENGTH OF 129.34 FEET (THE LONG CHORD OF WHICH BEARS N36°50'58"E, A LONG CHORD DISTANCE OF 129.32 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 761.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°00'34", AN ARC LENGTH OF 212.64 FEET (THE LONG CHORD OF WHICH BEARS N43°01'01"E, A LONG CHORD DISTANCE OF 211.95 FEET);

THENCE S46°10'05"E, A DISTANCE OF 103.98 FEET;

THENCE N81°54'52"E, A DISTANCE OF 117.19 FEET;

THENCE N50°30'32"E, A DISTANCE OF 17.93 FEET;

THENCE N63°13'38"E, A DISTANCE OF 328.41 FEET;

THENCE N26°38'35"W, A DISTANCE OF 84.82 FEET;

THENCE N62°04'54"E, A DISTANCE OF 170.33 FEET;

THENCE ALONG THE ARC OF A 1021.89 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°37'06", AN ARC LENGTH OF 28.86 FEET (THE LONG CHORD OF WHICH BEARS S27°35'41"E, A LONG CHORD DISTANCE OF 28.86 FEET);

THENCE N58°39'03"E, A DISTANCE OF 192.07 FEET;

THENCE S31°36'14"E, A DISTANCE OF 106.89 FEET TO THE MOST NORTHERLY CORNER OF LOT 17, OF STONE RIDGE VILLAGE FILING NO. 3, AS RECORDED UNDER RECEPTION NO. 702446 OF SAID COUNTY RECORDS, SAID POINT ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF LOT 18, OF SAID STONE RIDGE VILLAGE FILING NO. 3;

THENCE S55°48'02"W ALONG THE NORTHWESTERLY LINE OF SAID LOT 17, A DISTANCE OF 142.13 FEET TO THE MOST WESTERLY CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF STONE RIDGE DRIVE, AS DEPICTED ON SAID STONE RIDGE VILLAGE FILING NO. 3;

THENCE S55°01'32"W ALONG THE NORTHERLY TERMINUS OF SAID STONE RIDGE DRIVE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

1.) THENCE ALONG THE ARC OF A 1021.89 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°03'57", AN ARC LENGTH OF 108.19 FEET (THE LONG CHORD OF WHICH BEARS S38°00'28"E, A LONG CHORD DISTANCE OF 108.14 FEET);

2.) THENCE ALONG THE ARC OF A 1798.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°16'35", AN ARC LENGTH OF 8.67 FEET (THE LONG CHORD OF WHICH BEARS S60°35'53"W, A LONG CHORD DISTANCE OF 8.67 FEET);

3.) THENCE S29°15'49"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1;

THENCE ALONG THE BOUNDARY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1 THE FOLLOWING FIVE (5) COURSES;

1.) THENCE ALONG THE ARC OF A 1848.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°03'45", AN ARC LENGTH OF 260.10 FEET (THE LONG CHORD OF WHICH BEARS S64°46'03"W, A LONG CHORD DISTANCE OF 259.89 FEET);

2.) THENCE S33°38'04"E, A DISTANCE OF 101.82 FEET;

3.) THENCE S60°43'54"W, A DISTANCE OF 164.08 FEET;

4.) THENCE S29°16'06"E, A DISTANCE OF 100.00 FEET;

5.) THENCE S00°26'23"E, A DISTANCE OF 47.77 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 7.95 ACRES OF LAND, MORE OR LESS.

DEDICATION:

THE UNDERSIGNED OWNER HAS CAUSED SAID TRACT TO BE PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY GRANT UNTO THE CITY OF WOODLAND PARK THOSE EASEMENTS, RIGHTS-OF-WAY AND AREAS FOR PUBLIC USE SHOWN ON THE PLAT. THE SOLE RIGHT AND AUTHORITY TO RELEASE OR CONVEY ALL OR ANY SUCH EASEMENTS, RIGHTS-OF-WAY AND AREAS FOR PUBLIC USE SHALL REMAIN EXCLUSIVELY VESTED IN THE CITY OF WOODLAND PARK. ALL STREETS ARE HEREBY DEDICATED TO THE CITY OF WOODLAND PARK FOR PUBLIC USE. ALL EASEMENTS SHALL RETAIN THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS. NO PERMANENT STRUCTURES EXCEPT FENCING UPON CITY APPROVAL SHALL BE ALLOWED ON ANY EASEMENT.

WITNESS MY HAND THIS ____ DAY OF _____, 2022.

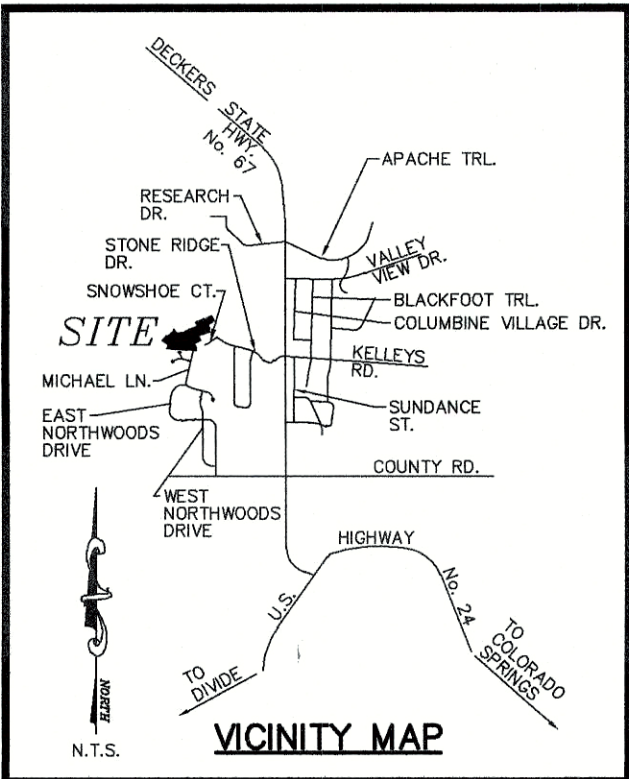
DANA E. DUNCAN, MANAGER, STONE RIDGE VILLAGE, LLC

STATE OF COLORADO }
COUNTY OF TELLER }

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



EASEMENTS:

UNLESS SHOWN GREATER IN WIDTH, BOTH SIDES OF ALL SIDE LOT LINES ARE HEREBY PLATTED WITH A FIVE (5) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AND BOTH SIDES OF ALL REAR LOT LINES ARE HEREBY PLATTED WITH A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AND ALL FRONT LOT LINES ARE HEREBY PLATTED WITH A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND IMPROVEMENTS.

SUBDIVIDER /OWNER:

STONE RIDGE VILLAGE, LLC
DANA DUNCAN, MANAGER
300 SUNNY GLEN COURT
WOODLAND PARK, CO 80863
(719) 687-0800

SURVEYOR:

ERIC SIMONSON
RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

APPROVAL BY THE PLANNING COMMISSION:

APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF WOODLAND PARK, COLORADO THIS ____ DAY OF _____, 2022, A.D.

CHAIRMAN _____

ATTEST: _____
RECORDING SECRETARY PLANNING COMMISSION

APPROVAL BY THE CITY COUNCIL:

THIS PLAT AND THE DEDICATION TO THE PUBLIC OF THE STREETS AND PUBLIC WAYS SHOWN HEREON, AND THE PUBLIC UTILITY EASEMENTS AS SHOWN ARE HEREBY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, THIS ____ DAY OF _____, 2022, A.D.

MAYOR _____ ATTEST: _____
CITY CLERK

COUNTY TREASURER:

ALL TAXES ASSESSED AND DUE ON THE PROPERTY DESCRIBED ABOVE HAVE BEEN PAID IN FULL. SIGNED THIS ____ DAY OF _____, 2022, A.D.

TELLER COUNTY TREASURER _____

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS DIRECT SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 40 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTES:

1.) ALL BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED BEARING OF S89°33'37"W, A DISTANCE OF 1352.61 FEET BETWEEN A REBAR AND 3-1/4" ALUMINUM CAP STAMPED "JR ENG PLS 25369" AT THE EAST ONE-QUARTER OF SECTION 14 AND A 3-1/4" ALUMINUM CAP STAMPED "JR ENG PLS 25369" AT THE EAST ONE-SIXTEENTH CORNER OF SECTION 14.

2.) NO BUILDING PERMITS SHALL BE ISSUED FOR BUILDING SITES WITHIN THIS PLAT UNTIL ALL REQUIRED FEES HAVE BEEN PAID AND ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN INSTALLED AS SPECIFIED BY THE CITY OF WOODLAND PARK OR ALTERNATIVELY, UNTIL ACCEPTABLE ASSURANCES GUARANTEEING THE PAYMENT OF THE FEES AND THE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN PLACED ON FILE WITH THE CITY OF WOODLAND PARK. ALL EXPENSES INVOLVED IN NECESSARY IMPROVEMENTS TO WATER, SANITARY SEWER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, DRAINAGE SYSTEM AND STREET SYSTEM SHALL BE FINANCED BY THE SUBDIVIDER, NOT THE CITY. THE APPROVAL OF THIS PLAT MAY BE WITHDRAWN IF ALL CONDITIONS OF APPROVAL ARE NOT MET.

3.) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY RAMPART SURVEYS FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD. FOR EASEMENTS OF RECORD SHOWN HEREON RAMPART SURVEYS RELIED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY OF WOODLAND PARK, FILE NO: 1760828, (COMMITMENT DATE: JULY 25, 2022 AT 08:00 AM), AS PROVIDED TO RAMPART SURVEYS BY THE CLIENT. NO OTHER EASEMENTS OF RECORD ARE SHOWN EXCEPT AS FOUND THEREIN. THE NUMBERS USED BELOW CORRESPOND WITH THE NUMBERS USED ON SCHEDULE B, PART II EXCEPTIONS IN THE ABOVE REFERENCED COMMITMENT.

1. – 8. RAMPART SURVEYS DID NOT ADDRESS THESE ITEMS.

9. THE PROPERTY IS SUBJECT TO ANY AND ALL SEVERED OR RESERVED MINERALS AND MINERAL ESTATES.

10. THE PROPERTY IS SUBJECT TO RESERVATIONS OF (1) ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; (2) RIGHT OF THE PROPRIETOR OF ANY VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW, AS SET FORTH IN U.S. PATENT(S) NO. 3266, BLM SERIAL NO. C01160_027, ISSUED APRIL 28, 1898 TO ANNA A. SPIELMAN; AND PATENT NO. 2458, BLM SERIAL NO. C01300_247, ISSUED OCTOBER 20, 1890 TO WILBER V. EASTHAM; AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

11. THE PROPERTY IS SUBJECT TO RESERVATIONS OF (1) ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; (2) RIGHT OF THE PROPRIETOR OF ANY VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW, (3) RIGHT OF WAY FOR ANY DITCHES OR CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES, AS SET FORTH IN U.S. PATENT NO. 115378, BLM SERIAL NO. MW-0561-451, ISSUED JUNE 10 1898 TO JOHN G. WHITE AND THOMAS CUMMINS, AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

12. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DEED, RECORDED NOVEMBER 1, 1981 AT RECEPTION NO. 298030 IN DRAWER 41 AT CARD 1461A.

13. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS, RECORDED JULY 27, 1981 AT RECEPTION NO. 313732 IN BOOK 334 AT PAGE 635. (DOES NOT AFFECT SUBJECT PROPERTY)

14. THE PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, CONDITIONS, PROVISIONS, OBLIGATIONS OF THE UNITED STATES, AS SET FORTH IN U.S. PATENT NO. 10171983, BLM SERIAL NO. COC 03794FD, ISSUED OCTOBER 17, 1983 TO THE NATURE CONSERVANCY, ET AL, AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

15. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DEED, FROM J. LAURENCE SHEERIN AND F.B. HOWES, JR TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, RECORDED APRIL 24, 1991 AT RECEPTION NO. 390126 IN BOOK 576 AT PAGE 106. (DOES NOT AFFECT SUBJECT PROPERTY)

16. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN RIGHT-OF-WAY EASEMENT, RECORDED OCTOBER 15, 1991 AT RECEPTION NO. 390126 IN BOOK 576 AT PAGE 106.

17. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN RIGHT-OF-WAY EASEMENT, RECORDED SEPTEMBER 14, 1992 AT RECEPTION NO. 399288 IN BOOK 625 AT PAGE 226.

18. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GENERAL RIGHT OF WAY EASEMENT, RECORDED FEBRUARY 16, 1994 AT RECEPTION NO. 417037 IN BOOK 726 AT PAGE 28.

19. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GENERAL RIGHT OF WAY EASEMENT, RECORDED FEBRUARY 15, 1995 AT RECEPTION NO. 430123.

20. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN AGREEMENT, RECORDED MARCH 24, 1999 AT RECEPTION NO. 489451.

21. THE PROPERTY IS SUBJECT TO MATTERS AS SET FORTH ON LAND SURVEY PLAT DATED JUNE 11, 1999 AND RECORDER IN THE LAND SURVEY PLATS OF THE CLERK AND RECORDER OF TELLER COUNTY, COLORADO IN BOOK LS 4 AT PAGE 23.

22. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GRANT OF EASEMENT(S), RECORDED SEPTEMBER 28, 2001 AT RECEPTION NO. 524109; RECORDED SEPTEMBER 28, 2001 AT RECEPTION NO. 524110.

23. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT CONCERNING WATER DEVELOPMENT FEES RECORDED SEPTEMBER 22, 2000 AT RECEPTION NO. 509811.

24. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO.947, SERIES 2002 ANNEXATION, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED AUGUST 1, 2002 AT RECEPTION NO. 536884.

25. THE PROPERTY IS SUBJECT TO MATTERS AS SET FORTH IN THE DUNCAN ANNEXATION PLAT RECORDED OCTOBER 7, 2002 AT RECEPTION NO. 539722.

RECORDING:

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ____ O'CLOCK ____ M., THIS ____ DAY OF _____, 2022, A.D., AND IS DULY RECORDED UNDER RECEPTION NUMBER ____ OF THE RECORDS OF TELLER COUNTY, COLORADO.

SEE: _____

BY: _____
TELLER COUNTY CLERK AND RECORDER

NOTES -- CONTINUED:

26. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 949, SERIES 2002 ANNEXATION, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED OCTOBER 16, 2002 AT RECEPTION NO. 540086.

27. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 991, SERIES 2004 ZONING, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED MARCH 26, 2004 AT RECEPTION NO. 563875.

28. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN PERMANENT EASEMENT, RECORDED JUNE 23, 2010 AT RECEPTION NO. 636259.

29. THE PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE (DELETING ANY RESTRICTIONS INDICATION ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN) AS CONTAINED IN INSTRUMENT RECORDED APRIL 12, 2007 AT RECEPTION NO. 605533. AMENDMENT RECORDED MARCH 6, 2008 AT RECEPTION NO. 615611. AMENDMENT RECORDED NOVEMBER 14, 2016 AT RECEPTION NO. 693041, AND ANY AND ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO. AMENDMENT RECORDED NOVEMBER 15, 2017 AT RECEPTION NO. 702473 AND RECORDED NOVEMBER 15, 2017 AT RECEPTION NO. 702474.

4.) ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 08119C0139D (MAP REVISED SEPTEMBER 25, 2009), THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS, ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

5.) ALL FUTURE UTILITIES ARE REQUIRED TO BE UNDERGROUND.

6.) PURSUANT TO SECTION 17.40.250 OF THE MUNICIPAL CODE, EACH LOT SHALL HAVE A MAXIMUM SITE COVERAGE BETWEEN 25% TO 20% DEPENDING ON THE LOT SIZE, AS SPECIFIED IN TABLE LCS.

7.) ALL LINEAL UNITS DEPICTED ON THIS SUBDIVISION PLAT ARE U.S. SURVEY FEET.

WATER AVAILABILITY DISCLAIMER:

AT THE TIME THIS PLAT IS BEING APPROVED BY THE CITY OF WOODLAND PARK, THE GROWTH REPRESENTED BY ITS BUILD-OUT IS COMPATIBLE WITH THE CITY'S MASTER PLAN. THE CITY IS IN THE PROCESS OF DEVELOPING WATER SUPPLIES, WHICH ARE SUFFICIENT TO SERVE THE CITY IN ACCORDANCE WITH THE MASTER PLAN. HOWEVER, BECAUSE WATER DEVELOPMENT IS ONLY PARTIALLY WITHIN THE CITY'S CONTROL, THE CITY CANNOT RESERVE WATER FOR SPECIFIC LANDS AND CANNOT GUARANTEE THAT WATER TAPS WILL BE AVAILABLE FOR ANY SPECIFIC PROPERTY AT ANY FUTURE DATE INCLUDING ANY LOTS IN THIS PLAT.

REVISION DATE:
DATE OF PREPARATION: AUGUST 19, 2022

SUB. PLAT – STONE RIDGE VILLAGE FILING NO. 5
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

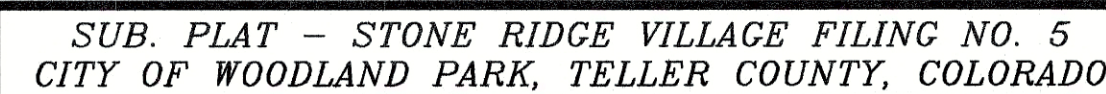
P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 22023FP.DWG

PAGE 1 OF 2

LEGEND:

- UNPLATTED
(RECEPTION NO. 682664)



P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-092

DRAWING: 22023FP.DWG

PAGE 2 OF 2

STONE RIDGE VILLAGE FILING NO. 5
LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER
(S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF
THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

LEGEND:

- SET 5/8" REBAR AND ORANGE CAP STAMPED "RAMPART PLS 38560"
- FOUND REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965"
- FOUND REBAR AND 3-1/4" ALUMINUM CAP STAMPED "J.R. ENG PLS 25369" (1/16 CORNER)
- FOUND REBAR AND 3-1/4" ALUMINUM CAP STAMPED "J.R. ENG PLS 25369" (1/4 CORNER)

UNPLATTED
(RECEPTION NO. 682664)

FOUND 3-1/4" ALUMINUM CAP
STAMPED AS SHOWN - EAST
1/16 CORNER SECTION 14,
T. 12 S., R. 69 W.

JR ENG
T. 12 S. R. 69 W.
E1/16
C S 14
1997
PLS 25369

FOUND 3-1/4" ALUMINUM CAP
STAMPED AS SHOWN - WEST
1/4 CORNER SECTION 13,
T. 12 S., R. 69 W.

JR ENG
T. 12 S. R. 69 W.
1/4
S 14 S 13
1997
PLS 25369

0' 50' 100'
SCALE: 1" = 50'
JOB NO.: 22023
AUGUST 19, 2022

NORTHWOODS SUBDIVISION FILING NO. 4
(RECEPTION NO. 313663)

UNPLATTED
(RECEPTION NO. 543248)

SUB. PLAT - STONE RIDGE VILLAGE FILING NO. 5
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

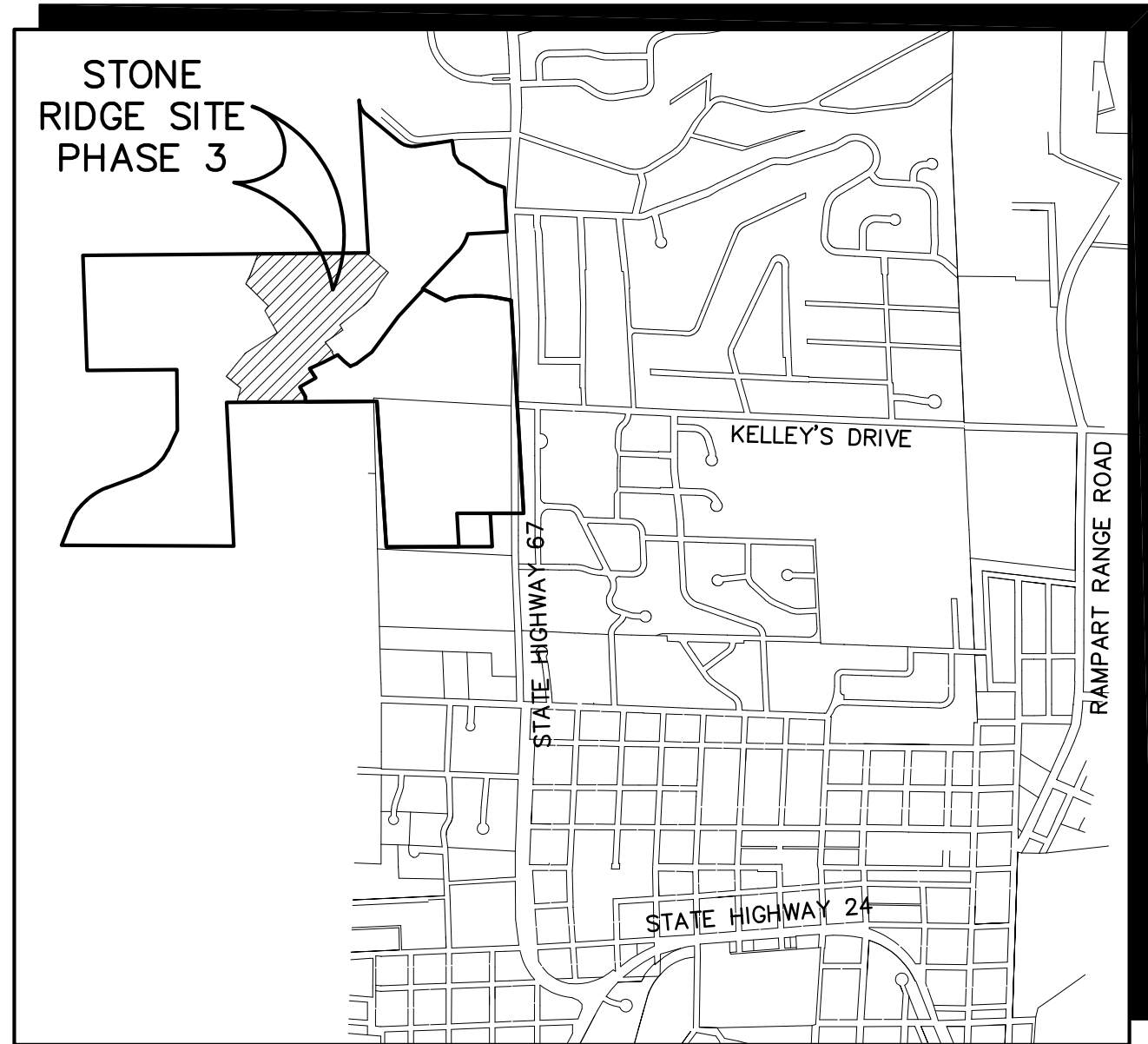
DRAWING: 22023FP.DWG PAGE 2 OF 2

Stone Ridge Subdivision

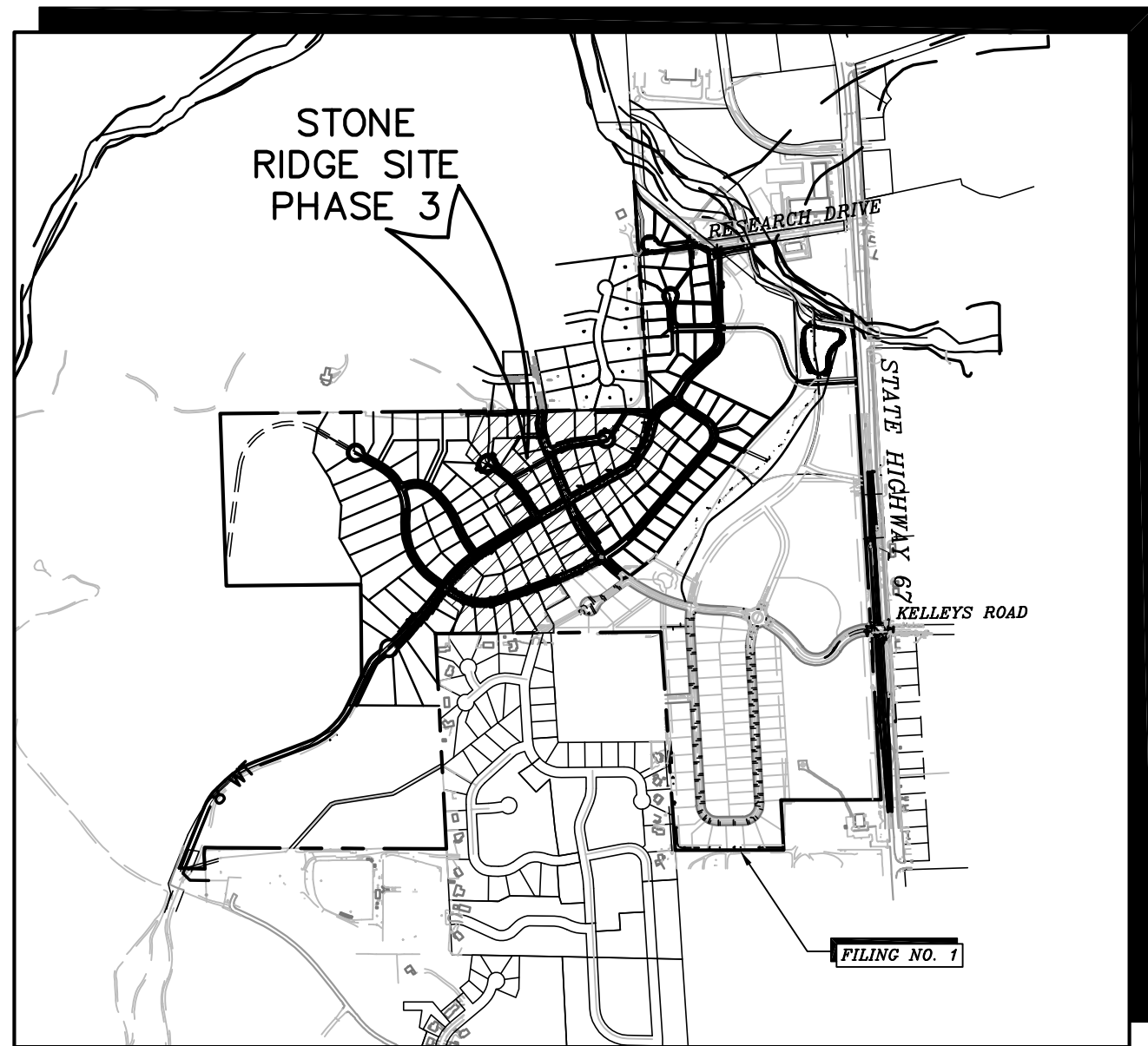
Phase 3 - Filing 5

Construction Drawings

Woodland Park, Colorado



VICINITY MAP
SCALE: NTS



SITE MAP
SCALE: 1"=300'

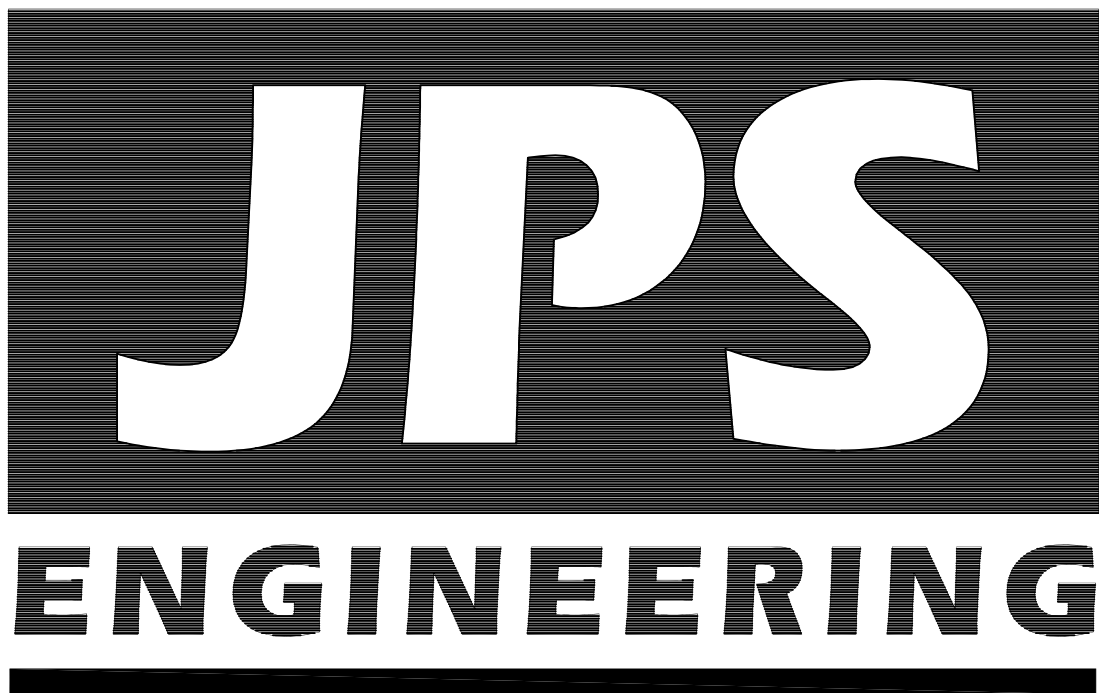
BENCHMARK:
CONTROL POINT AT TOP OF CURB, SOUTH SIDE OF TAMARAC PARKWAY, WEST OF SH67; EL.=8289.40 (DATUM: NAVD88)

SITE LOCATION:
PORTIONS OF SECTIONS 12, 13, & 14. TOWNSHIP 12S, RANGE 69W OF THE 6TH P.M., TELLER COUNTY, CO

PREPARED FOR:

Stone Ridge Village, LLC
300 SUNNY GLEN COURT
WOODLAND PARK, CO 80863

PREPARED BY:



19 East Willamette Avenue
Colorado Springs, Colorado 80903
(719) 477-9429
May, 2022

Water and Wastewater approved per City Engineers Conditions.



SHEET INDEX

G1	TITLE SHEET
G2	GENERAL NOTES & LEGEND
SV1	SURVEY CONTROL PLAN
TY1	TYPICAL SECTION & CIVIL DETAILS
C1.1	PHASE 3 - GRADING & EROSION CONTROL PLAN
C1.2	EROSION CONTROL NOTES & DETAILS
C3	CIVIL DETAILS
U1.1	PHASE 3 UTILITY PLAN
U1.2	STANDARD UTILITY DETAILS
PP4	FIRESTONE DRIVE PLAN & PROFILE
PP5	STONE RIDGE DRIVE PLAN & PROFILE

Conditional Acceptance of Plans
The City of Woodland Park hereby conditionally accepts these plans for construction, as being in general requirements of this government. Responsibility for the completeness and accuracy of the plans and related designs resides with the Engineer and Engineering Firm of Record
05/17/2022
Conditions of Acceptance:

Approval is only for infrastructure on Filing Number 5. The portion of the infrastructure for Filing 6 (PP5) is not approved (or included for review) per the request of the applicant. If the applicant would like to receive approval for Filing 6, the plans need to be updated to meet the engineering criteria and the drainage report needs to be resubmitted with updated storm calculations.

A number of the installed services do not meet the separation and crossing requirements in the City of Woodland Park Engineering Specifications (3.1.17). Photo proof of install per CWPES 3.1.17 B shall be provided (including documentation of DIP waterline install) as part of as built certification or services will need to be relocated prior to initial acceptance.

The Hydrant location offsets put the hydrant exactly on the edge of sidewalk along Firestone. Prior to initial acceptance, the hydrants will be inspected to verify no part of the hydrant encroaches on the sidewalk, or the hydrants will need to be relocated.

Prepared under my direct supervision:

John P. Schwab, P.E. No. 29891 Dat

Approved for Construction
City of Woodland Park
City Engineer

Date:

As-Built Submittal:

Received for As-Built Record
City of Woodland Park
City Engineer

Date:

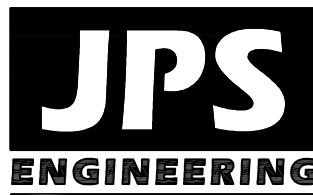


STONE RIDGE SUBDIVISION PHASE 3 - FILING 5

COVER SHEET

HORZ. SCALE:	N/A	DRAWN:	BJJ
VERT. SCALE:	N/A	DESIGNED:	JPS
SURVEYED:	RAMPART	CHECKED:	JPS
CREATED:	5/14/19	LAST MODIFIED:	5/13/22
PROJECT NO:	040301	MODIFIED BY:	BJJ

SHEET: **G1**



19 E. Willamette Ave.
Colorado Springs, CO
80903

PH: 719-477-9429
FAX: 719-471-0766
www.jpsegr.com



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1-800-922-1987
CALL BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

No.	REVISION	BY	DATE
1	CITY SUBMITTAL	JPS	9/30/21
2	CITY COMMENTS	JPS	12/27/21
3	CITY COMMENTS	JPS	4/7/22
4	CITY COMMENTS / FILING 5	JPS	5/13/22

1. THE CONTRACTOR SHALL MEET THE STANDARDS & SPECIFICATIONS OF THE CITY OF WOODLAND PARK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE NOTIFICATION AND FIELD LOCATION OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, BEFORE BEGINNING CONSTRUCTION. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION.
4. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THESE APPROVED PLANS AND ONE (1) COPY OF THE APPROPRIATE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES:
 - A. CITY OF WOODLAND PARK ENGINEERING SPECIFICATIONS.
 - B. CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. REVEGETATION OF ALL DISTURBED SLOPES SHALL BE DONE WITH DRY LAND GRASS SEED AFTER FINE GRADING IS COMPLETE.
6. STATIONING IS AT CENTERLINE UNLESS OTHERWISE NOTED.
7. ALL ELEVATIONS ARE AT FLOWLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE FROM FACE OF CURB UNLESS OTHERWISE NOTED.
8. CURB RETURN RADII ARE 15-FEET AT FLOWLINE UNLESS OTHERWISE NOTED.
9. SERVICE LINES SHALL BE INSTALLED PER CITY OF WOODLAND PARK STANDARDS.
10. CONTRACTOR SHALL COORDINATE WITH GAS, ELECTRIC, TELEPHONE AND CABLE T.V. UTILITY SUPPLIERS FOR INSTALLATION OF ALL UTILITIES. MINIMUM COVER FOR ALL NON-CITY UTILITIES SHALL BE 30". ALL UTILITY TRENCHES MUST MEET MINIMUM COMPACTION REQUIREMENTS PER CITY SPECIFICATIONS.
11. UTILITY BEDDING SHALL BE PLACED PER CITY OF WOODLAND PARK REQUIREMENTS.
12. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXISTING STRUCTURES, DEBRIS, WASTE AND OTHER UNSUITABLE FILL MATERIAL FOUND WITHIN THE LIMITS OF EXCAVATION.
13. REFERENCE TO WOODLAND PARK ENGINEERING SPECIFICATIONS FOR BACKFILL AND COMPACTION SPECIFICATIONS.
14. COORDINATE WITH CORE FOR ELECTRIC SERVICE - (687-9277).
15. COORDINATE WITH BLACK HILLS ENERGY FOR GAS SERVICE - (CONTACT TOM POGUE, 687-7406).
16. ALL UTILITY TRENCHES SHALL MEET MINIMUM COMPACTION REQUIREMENTS PER CITY SPECIFICATIONS.
17. DISTURBED SLOPES STEEPER THAN 3:1 WILL REQUIRE SEEDING AND APPLICATION OF A ROLLED EROSION CONTROL PRODUCT (RECP).
18. THE CONTRACTOR SHALL FURNISH THE DESIGN ENGINEER "AS CONSTRUCTED" LOCATIONS OF ALL FACILITIES INSTALLED AND THIS, IN TURN, SHALL BE SUBMITTED TO THE CITY OF WOODLAND PARK ON "AS-BUILT" PLANS, PREPARED BY THE DESIGN ENGINEER.
19. A PRE-CONSTRUCTION MEETING MUST BE HELD BETWEEN THE CONTRACTOR AND CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
20. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-1987) FOR THE LOCATION OF UNDERGROUND GAS, ELECTRIC, TELEPHONE, CABLE, WATER AND SANITARY UTILITIES THREE (3) BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
21. ALL PROPERTY LINES AND EASEMENTS MUST BE IN PLACE PRIOR TO INSTALLATION OF ANY UTILITIES.

ROAD CLASSIFICATION:	LOCAL RESIDENTIAL
DESIGN SPEED:	25 MPH
ROADWAY WIDTH:	24' MAT
MIN. HORIZONTAL RADIUS:	100'
MIN. GRADE:	1.5%
MAX. GRADE:	10.0%
MIN. K-VALUE (CREST):	14.4
MIN. K-VALUE (SAG):	21.7

1. SANITARY SEWER PIPE SHALL BE PVC ASTM D3034-SDR35 UNLESS OTHERWISE NOTED.
2. LENGTHS SHOWN FOR SANITARY SEWER PIPES ARE TO CENTER OF MANHOLE.
3. LOCATIONS FOR EACH SEWER SERVICE SHALL BE DETERMINED IN THE FIELD BY REPRESENTATIVES OF THE CITY AND THE DEVELOPMENT AT THE TIME THE MAINS HAVE BEEN INSTALLED AND PROPERTY CORNERS MARKED. A 10' SEPARATION MUST BE MAINTAINED BETWEEN WATER AND SEWER SERVICES AND MAINS AT ALL POINTS.
4. CLASS B BEDDING USING 3/4" ROCK FOR COMPACTED GRANULAR MATERIAL IS REQUIRED FOR ALL SEWERS LESS THAN 1% SLOPE (OR NATIVE MATERIAL APPROVED BY CITY).
5. INSTALL TRACER WIRE ALONG SANITARY SEWER MAINS AND SERVICE LINES, ACCESSIBLE EVERY 250' AND AT MANHOLES & PROPERTY LINES.
6. SEWER MAIN WITH MORE THAN 12' COVER REQUIRES PVC PRESSURE PIPE.
7. ALL SS SERVICE LINES SHALL HAVE A CLEANOUT AT THE PROPERTY LINE AND MUST BE EXTENDED 13' BEYOND THE PROPERTY LINE.

1. STATIONING IS AT CENTERLINE UNLESS OTHERWISE NOTED.
2. WATER PIPES AND FITTINGS SHALL BE INSTALLED PER CITY OF WOODLAND PARK SPECIFICATIONS. ALL TRENCH BEDDING, THRUST BLOCKS AND REVERSE ANCHORS SHALL BE INSTALLED PER CITY OF WOODLAND PARK STANDARDS. ALL WATER PIPE SHALL BE PVC AWWA C900 CLASS 150 (DR-18) WITH INSULATED 12AWG TRACER WIRE UNLESS OTHERWISE NOTED OR REQUIRED BY CITY OF WOODLAND PARK STANDARDS. DISINFECTION AND TESTING SHALL BE COMPLETED PER CITY OF WOODLAND PARK SPECIFICATION SECTION 2.4.
3. BENDS, DEFLECTION & CUT PIPE LENGTHS SHALL BE USED TO HOLD HORIZONTAL ALIGNMENT OF SEWER AND WATER LINES TO 10 FEET SEPARATION AT ALL POINTS REQUIRED. ALIGNMENT CONSTRUCTION STAKES SHALL BE PLACED AT 25' INTERVALS ALONG CURVES FOR PLACEMENT OF SEWER AND WATER LINES.
4. FIRE HYDRANT ASSEMBLIES SHALL BE INSTALLED PER CITY OF WOODLAND PARK STANDARDS AND SHALL INCLUDE LATERAL, VALVE, ELBOW, HYDRANT, AND THRUST BLOCKS AS SHOWN ON CITY OF WOODLAND PARK DRAWING FIG. 2.5.2.
5. WHEREVER DUCTILE IRON PIPE IS USED, THE PIPE, FITTINGS AND HYDRANTS SHALL BE WRAPPED IN POLYETHYLENE.
6. FIRE HYDRANTS SHALL BE LIMITED TO THE FOLLOWING MANUFACTURERS ONLY, OR APPROVED EQUAL, APPROVED IN WRITING BY THE CITY ENGINEER, AND SHALL BE PAINTED ACCORDING TO THE LATEST EDITION OF THE CITY OF WOODLAND PARK "ENGINEERING SPECIFICATIONS" PRIOR TO ACCEPTANCE.

MUELLER COMPANY - 5 1/4" CENTURION, WITH 7'-6" BURY, CONFORMING TO AWWA C502 STANDARDS.

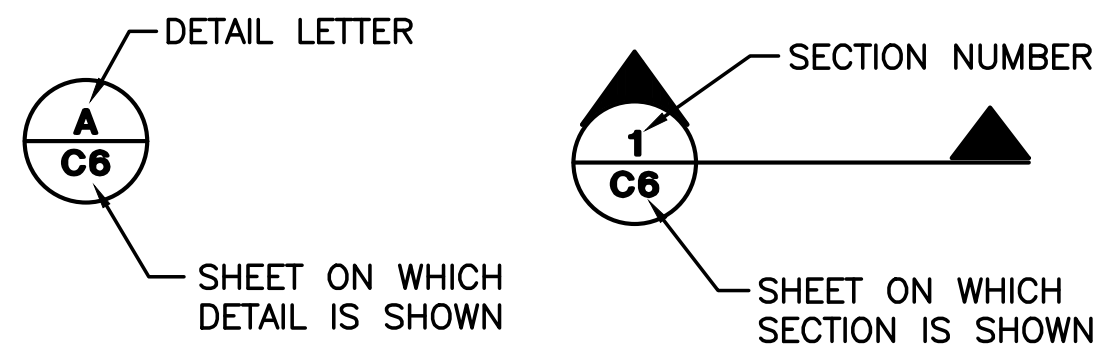
CLOW - 5 1/4" MEDALLION, WITH 7'-6" BURY, CONFORMING TO AWWA C502 STANDARDS.

US PIPE - 5 1/4" METROPOLITAN 250, WITH 7'-6" BURY, CONFORMING TO AWWA C502 STANDARDS.

WATEROUS - 5 1/4" AMERICAN DARLING, WITH 7'-6" BURY, CONFORMING TO AWWA C502 STANDARDS.
7. THERE SHALL BE A MINIMUM OF 7'-0" OF COVER FROM FINISHED GRADE OVER ALL WATER MAINS AND WATER SERVICE LINES. ALL WATER MAINS SHALL BE INSTALLED AT DEPTHS OF 7' TO 9' BELOW FINAL GRADE UNLESS OTHERWISE NOTED.
8. ALL REVERSE ANCHORS FOR FUTURE STUB OUTS MUST BE EQUIPPED WITH A VALVE AND BLOWOFF CONSTRUCTED PER CITY SPECIFICATIONS.
9. PROVIDE TRACER WIRE ACCESS POINTS EVERY 250'.

1. STORM DRAIN PIPE SHALL BE HDPE PIPE (ADS N-12 OR EQUAL) W/ CLASS B BEDDING (OR NATIVE MATERIAL APPROVED BY CITY) UNLESS OTHERWISE NOTED. HDPE PIPE WILL ONLY BE ALLOWED FOR STORM DRAIN PIPE WITH DIAMETER LESS THAN OR EQUAL TO 30".
2. STATIONING IS AT CENTERLINE UNLESS OTHERWISE NOTED.
3. LENGTHS SHOWN FOR STORM SEWER PIPES ARE TO CENTER OF MANHOLE.

	SECTION LINE
	EASEMENT LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPERTY LINE
	PROPOSED UTILITIES
	NEW FENCE
	PROPOSED SAN. SEWER SERVICE
	PROPOSED WATER SERVICE
	PROPOSED 8" WATER MAIN
	EXISTING 12" WATER MAIN
	EXISTING 8" SANITARY SEWER
	PROPOSED 8" SANITARY SEWER
	SS MH W/ DIRCTIONAL ARROW
	FIRE HYDRANT ASSY.
	FLOW DIRECTION ARROW
	PLAN NORTH
	PROPOSED GATE VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED CONCRETE THRUST BLOCK



John Schwab, P.E. No. 29891

Date _____

Date _____

STONE RIDGE SUBDIVISION - PHASE 3 (FILING 5&6)



PH: 719-477-9429
FAX: 719-471-0766
www.jpsengr.com



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BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
UTILITIES

[illegible]

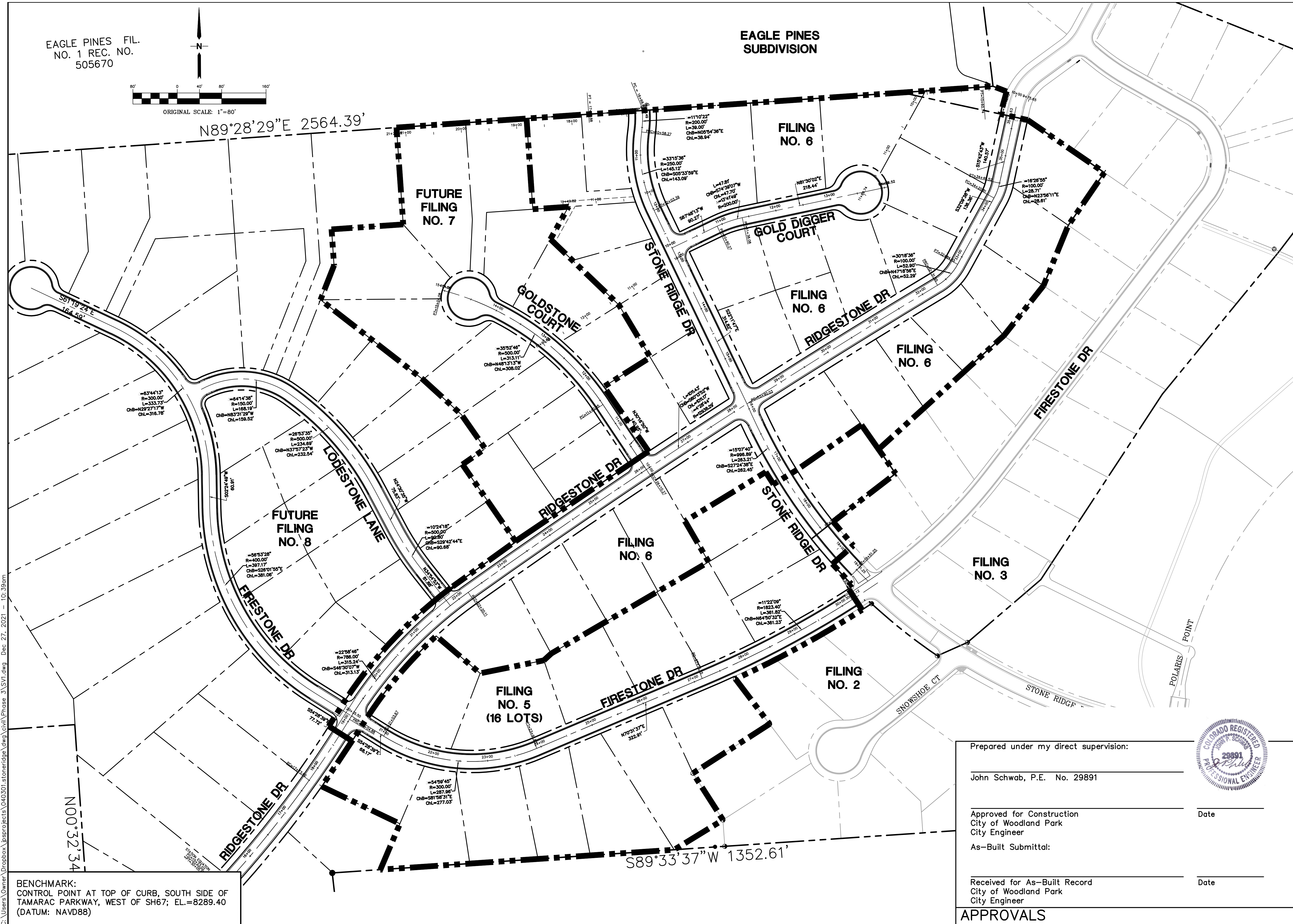
GENERAL NOTES, LEGEND & DETAILS

HORZ. SCALE:	AS SHOWN	DRAWN:	MJP
VERT. SCALE:	N/A	DESIGNED:	JPS
SURVEYED:		CHECKED:	JPS
CREATED:	5/14/19	LAST MODIFIED:	12/27/21
PROJECT NO:	040301	MODIFIED BY:	BJJ

SHEET: _____

G2

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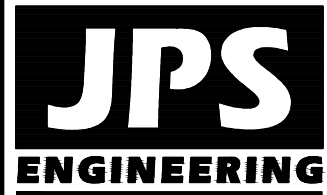


STONE RIDGE SUBDIVISION - PHASE 3 (FILING 5&6)

SURVEY CONTROL PLAN

HORZ. SCALE: 1"=80'	DRAWN: BJJ
VERT. SCALE: N/A	DESIGNED: JPS
SURVEYED: RAMPART	CHECKED: JPS
CREATED: 12/22/21	LAST MODIFIED: 12/27/21
PROJECT NO: 040301	MODIFIED BY: BJJ
SHEET:	

SV1



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BEFORE YOU DIG GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES

No.	REVISION	BY	DATE

Prepared under my direct supervision:

John Schwab, P.E. No. 29891

Approved for Construction
City of Woodland Park
City Engineer

As-Built Submittal:

Received for As-Built Record
City of Woodland Park
City Engineer

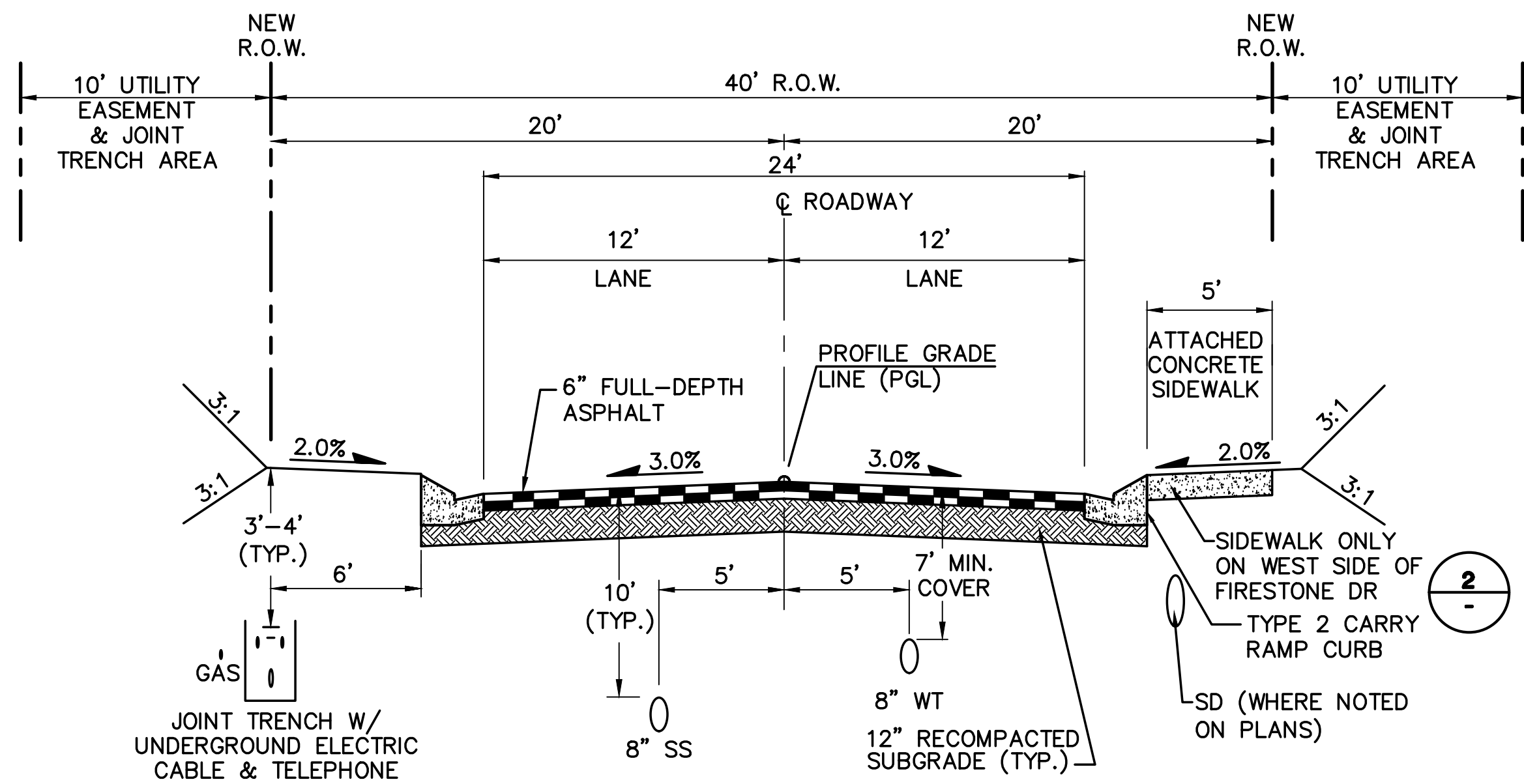
Date

Date



APPROVALS

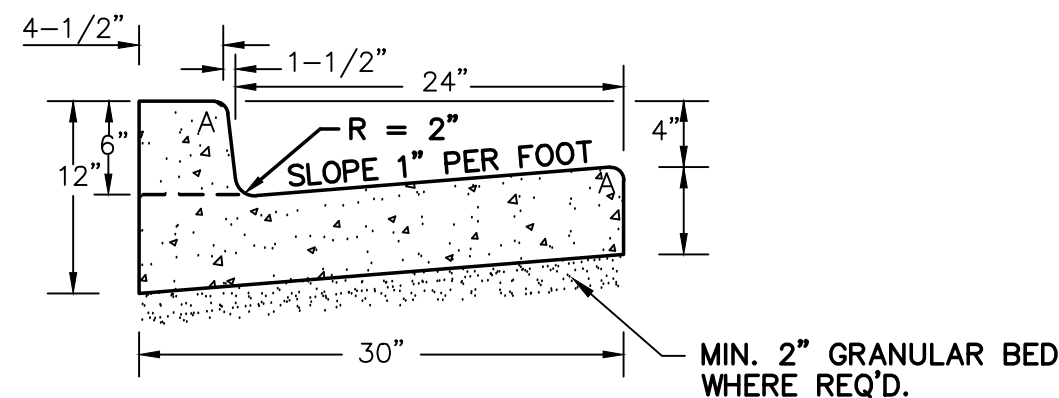
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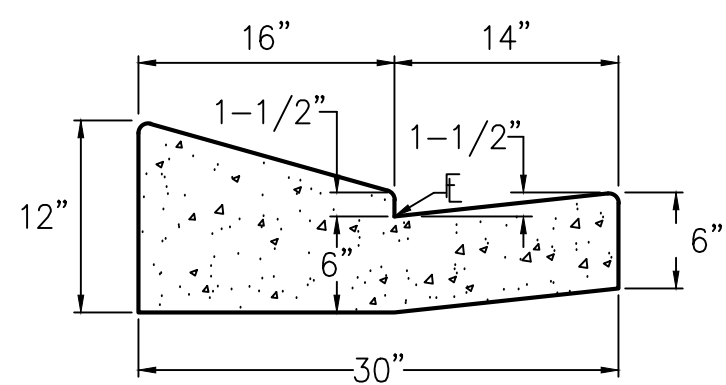
TYPICAL LOCAL RESIDENTIAL ROAD SECTION (A)

SCALE: 1"=5' HORZ.
1"=2.5' VERT.
(60' CLEAR CUT WIDTH)

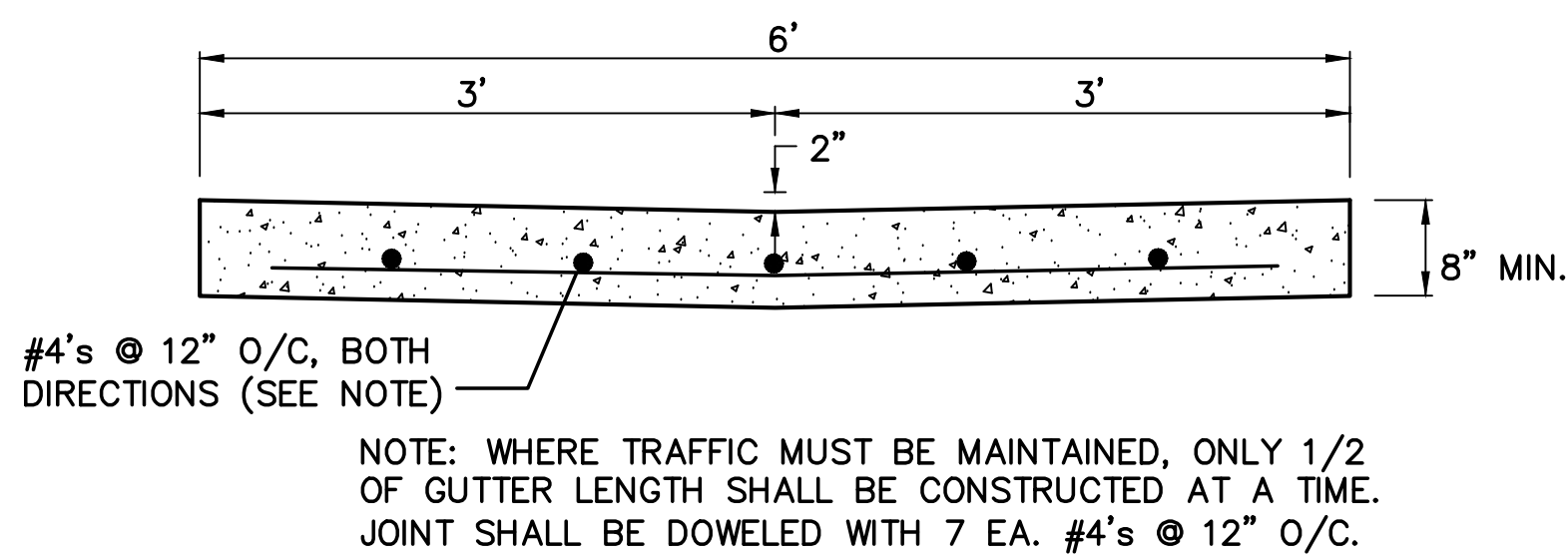
LENGTH FOR RADII	
A	1/2"
C	1-1/2"
D	1-1/2" TO 2"



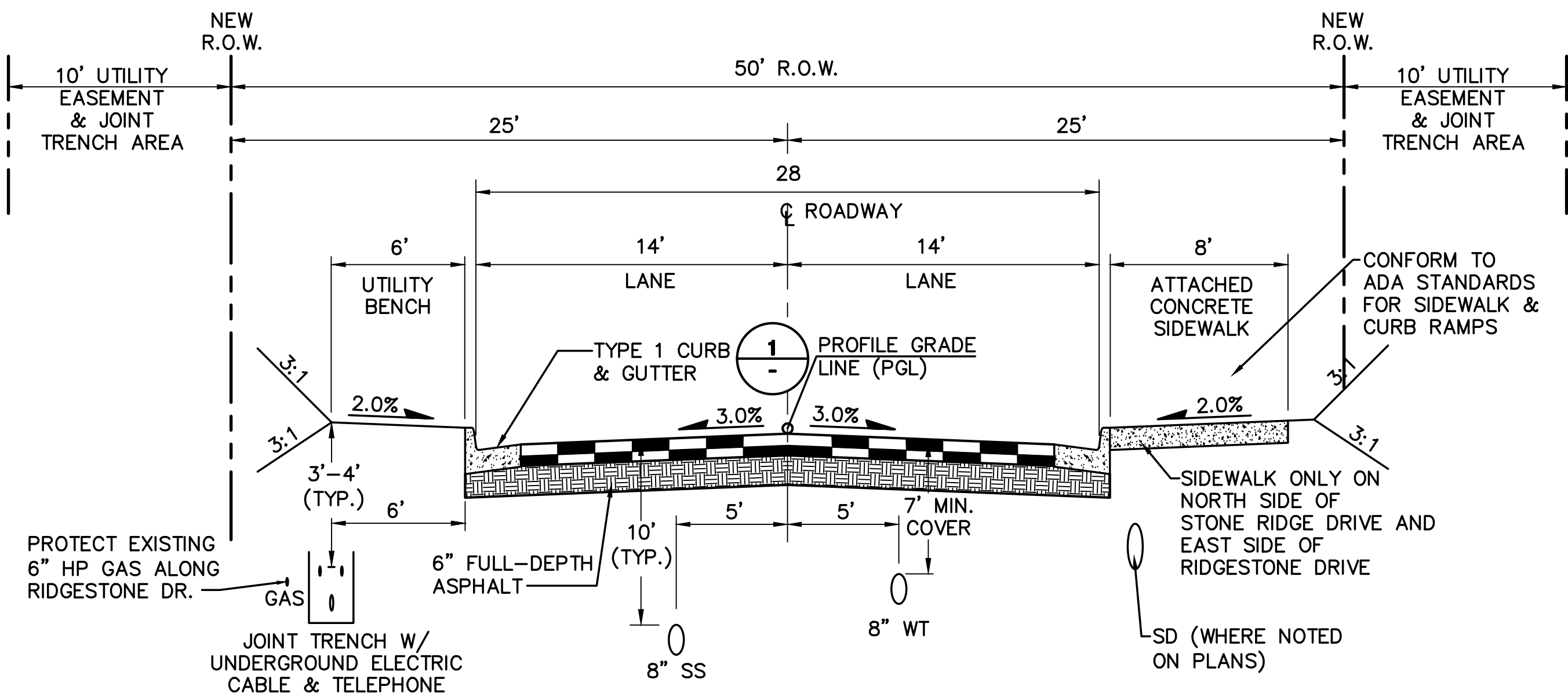
TYPE 1 CURB SECTION (1)
N.T.S.



TYPE 2 RAMP CURB DETAIL (2)
N.T.S.



CONCRETE CROSSPAN (4)
NOT TO SCALE



TYPICAL MINOR COLLECTOR ROAD (RIDGESTONE DRIVE & STONE RIDGE DR)

SECTION (B)

SCALE: 1"=5' HORZ.
1"=2.5' VERT.
(70' CLEAR CUT WIDTH)

PAVEMENT DESIGN TABLE:

STREET NAME	CLASSIFICATION	PRELIMINARY PAVEMENT DESIGN		
		FULL-DEPTH ASPHALT (IN)	ASPHALT (IN)	ROAD BASE (IN)
RIDGESTONE DRIVE	MINOR COLLECTOR	6	4	6
STONE RIDGE DRIVE	MINOR COLLECTOR	6	4	6
FIRESTONE DRIVE	LOCAL	5	3	6
GOLDSTONE COURT	LOCAL	5	3	6
GOLD DIGGER COURT	LOCAL	5	3	6

NOTES:
1. SUBGRADE INVESTIGATION & PAVEMENT DESIGN REPORT SHALL BE REVIEWED & APPROVED BY CITY PRIOR TO PAVING.
2. ALL ROADWAY PAVING SHALL CONFORM TO CITY OF WOODLAND PARK ENGINEERING SPECIFICATIONS.

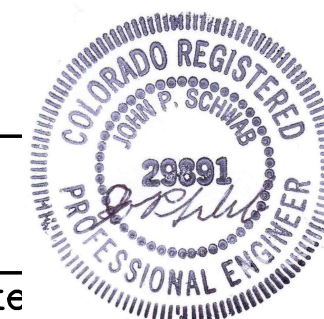
Prepared under my direct supervision:

John P. Schwab, P.E. No. 29891 Date

Approved for Construction
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City Engineer Date:

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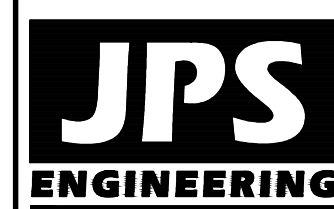


STONE RIDGE SUBDIVISION - PHASE 3 (FILING 5&6)

TYPICAL SECTIONS

HORZ. SCALE: 1"=5'	DRAWN: BJJ
VERT. SCALE: 1"=2.5'	DESIGNED: JPS
SURVEYED: RAMPART	CHECKED: JPS
CREATED: 5/14/19	LAST MODIFIED: 9/23/21
PROJECT NO: 040301	MODIFIED BY: BJJ

SHEET: TY1



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LEGEND:

- PROPERTY LINES
- - - PHASE BOUNDARY
--- LIMITS OF DISTURBANCE
○ SILT FENCE
RIPRAP
6490 EXISTING CONTOURS
6490 PROPOSED CONTOURS
X 55.0 PROPOSED SPOT ELEVATION (FLOWLINE)
IP INLET PROTECTION (GRAVEL FILTER)
SF SILT FENCE
VTC VEHICLE TRACKING CONTROL PAD
TM TEMPORARY SEED AND MULCH ON DISTURBED SLOPES
SB SEDIMENT BASIN
RR RIPRAP
SFB TEMPORARY SILT FENCE BARRIERS

KEYED NOTES:

- ① CONTRACTOR MAY WASTE EXCESS CUT MATERIAL OR BORROW SUITABLE FILL MATERIAL FROM THIS AREA. MATCH INTO EXISTING GRADES WITH 3:1 MAX CUT AND FILL SLOPES AND MAINTAIN POSITIVE DRAINAGE IN ALL AREAS.
② TOPSOIL STOCKPILE AREA
③ HYDROSEED DISTURBED SLOPES
④ PROTECT EXISTING TREES BEYOND LIMITS OF GRADING

EROSION CONTROL NOTES:

AT LEAST TEN DAYS PRIOR TO THE ANTICIPATED START OF CONSTRUCTION, FOR PROJECTS THAT WILL DISTURB ONE ACRE OR MORE, THE CONTRACTOR SHALL SUBMIT A PERMIT APPLICATION FOR STORMWATER DISCHARGE TO THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION. THE APPLICATION CONTAINS CERTIFICATION OF COMPLETION OF A STORMWATER MANAGEMENT PLAN (SWMP), OF WHICH THIS GRADING AND EROSION CONTROL PLAN MAY BE A PART. FOR INFORMATION OR APPLICATION MATERIALS CONTACT:

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT WATER QUALITY CONTROL DIVISION
WQCD-PERMITS
4300 CHERRY CREEK DRIVE SOUTH, DENVER, COLORADO 80246-1530
ATTN.: PERMITS UNIT

TOTAL DISTURBED AREA = 12.0 ACRES

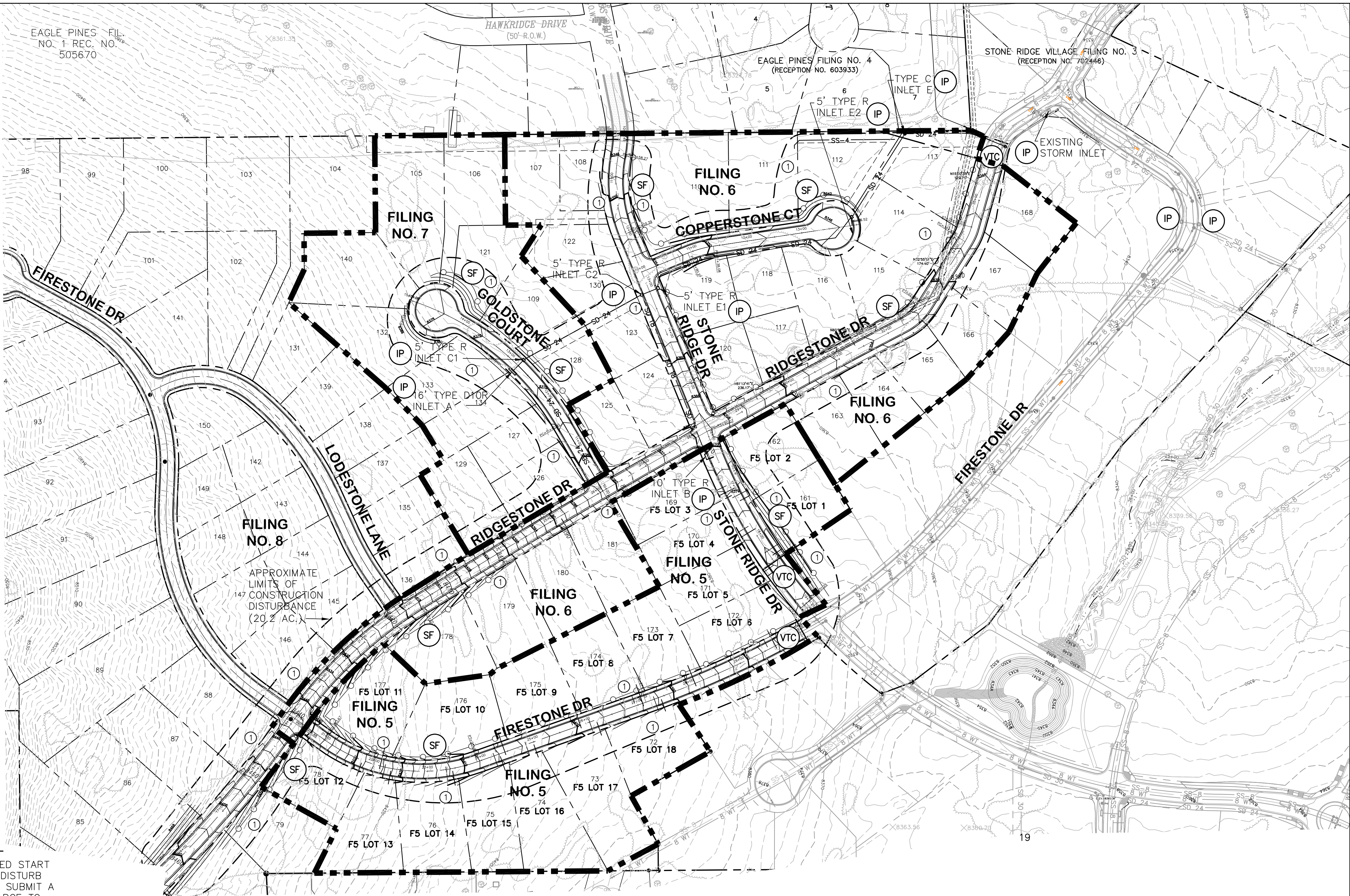
BENCHMARK:
CONTROL POINT AT TOP OF CURB, SOUTH SIDE OF TAMARAC PARKWAY, WEST OF SH67; EL.=8289.40 (DATUM: NAVD88)

PHASE 2 — ESTIMATED EARTHWORK QUANTITY:

	EXCAVATION (TOTAL CUT)	EMBANKMENT FILL ^A	NET
PHASE 3 ROADS	872 CY	7,809 CY	6,937 CY (FILL)

(ASSUMES 15% COMPACTION FACTOR)

NOTE: THIS ESTIMATE IS PROVIDED FOR INFORMATION ONLY, REPRESENTING THE CALCULATED BULK EARTHWORK VOLUME TO FINISHED GRADE, EXCLUDING ANY ADJUSTMENT FOR PAVEMENT DEPTHS, ETC. CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF EARTHWORK QUANTITIES AS BASIS FOR BID PRICING AND NOTIFY ENGINEER OF ANY DISCREPANCIES.



Prepared under my direct supervision:

John P. Schwab, P.E. No. 29891 Date

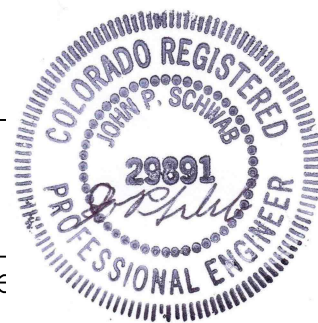
Approved for Construction
City of Woodland Park
City Engineer

Date:

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City of Woodland Park
City Engineer

Date:



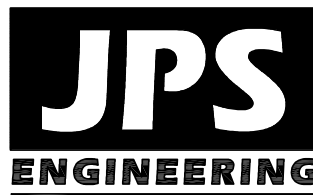
STONE RIDGE SUBDIVISION - PHASE 3 (FILING 5&6)

PHASE 3 - GRADING &
EROSION CONTROL PLAN

HORZ. SCALE: 1"=100'	DRAWN: MJP
VERT. SCALE: N/A	DESIGNED: JPS
SURVEYED: RAMPART	CHECKED: JPS
CREATED: 5/14/19	LAST MODIFIED: 5/13/22
PROJECT NO: 040301	MODIFIED BY: BJJ

SHEET:

C1.1



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MEMBER UTILITIES.

No.	REVISION	BY	DATE

NPDES NOTES

1. THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOWLINES AND PUBLIC RIGHTS OF WAY AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER, OR AS DIRECTED BY THE ENGINEER.
2. THIS CONSTRUCTION ACTIVITIES STORMWATER MANAGEMENT PLAN HAS BEEN SUBMITTED AS PART OF AN APPLICATION FOR AN EROSION AND SEDIMENT CONTROL PERMIT FILED WITH THE CITY OF WOODLAND PARK. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED OF THE CONTRACTOR DUE TO UNFORESEEN EROSION PROBLEMS OR IF THE SUBMITTED PLAN DOES NOT FUNCTION AS INTENDED. THE REQUIREMENTS OF THIS PLAN SHALL BE THE OBLIGATION OF THE LAND OWNER AND/OR HIS SUCCESSORS OR HEIRS; UNTIL SUCH TIME AS THE PLAN IS PROPERLY COMPLETED, MODIFIED, OR VOIDED.
3. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
4. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION, TRENCHING, BORING, GRADING OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT.
5. A LAYER OF SUITABLE MULCH SHALL BE APPLIED TO ALL DISTURBED PORTIONS OF THE SITE WITHIN 14 DAYS OF THE COMPLETION OF GRADING. SAID MULCH SHALL BE APPLIED AT A RATE OF 2 TONS PER ACRE AND SHALL BE TACKED OR FASTENED BY AN APPROVED METHOD SUITABLE FOR THE TYPE OF MULCH USED.
6. THE CONTRACTOR SHALL LOCATE, INSTALL, AND MAINTAIN ALL EROSION CONTROL AND WATER QUALITY "BEST MANAGEMENT PRACTICES" AS INDICATED IN THE APPROVED CONSTRUCTION ACTIVITIES STORMWATER MANAGEMENT PLAN. BMP'S SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THIS PROJECT.
7. AT A MINIMUM, THE CONTRACTOR SHALL INSPECT ALL BMP'S BI-WEEKLY AND AFTER SIGNIFICANT PRECIPITATION EVENTS. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED FROM A BMP WHEN THE SEDIMENT LEVEL REACHES ONE-HALF THE HEIGHT OF THE BMP, OR, AT ANY TIME THAT SEDIMENT OR DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE BMP.
8. THE CONTRACTOR SHALL PROPERLY COVER ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT WITHIN PUBLIC RIGHTS OF WAY.
9. THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE IS PROHIBITED.
10. THE USE OF OSHA APPROVED COLORED WARNING CAPS ON REBAR OR FENCE POSTS USED WITH EROSION CONTROL MEASURES IS NOT ACCEPTABLE.
11. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 60 DAYS SHALL BE MULCHED AND SEEDED WITH A TEMPORARY OR PERMANENT GRASS COVER WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION. IF STOCKPILES ARE LOCATED WITHIN 100 FEET OF A DRAINAGE WAY, ADDITIONAL SEDIMENT CONTROLS SUCH AS TEMPORARY DIKES OR SILT FENCE SHALL BE REQUIRED.
12. MODIFICATION OF AN ACTIVE EROSION AND SEDIMENT CONTROL PERMIT BY THE CONTRACTOR SHALL REQUIRE TIMELY NOTIFICATION OF AND APPROVAL BY THE CITY OF WOODLAND PARK.
13. TERMINATION OF AN ACTIVE EROSION AND SEDIMENT CONTROL PERMIT UPON COMPLETION OF THE PROJECT REQUIRES NOTIFICATION OF AND APPROVAL BY THE CITY OF WOODLAND PARK.
14. "UNLESS CONFINED IN A PREDEFINED, BERMED CONTAINMENT AREA, THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM DRAINAGE SYSTEM IS PROHIBITED.
15. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE.
16. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS.
17. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED.

EROSION CONTROL NOTES:

AT LEAST TEN DAYS PRIOR TO THE ANTICIPATED START OF CONSTRUCTION, FOR PROJECTS THAT WILL DISTURB 1 ACRE OR MORE. THE OWNER OR OPERATOR OF THE CONSTRUCTION ACTIVITY SHALL SUBMIT A PERMIT APPLICATION FOR STORMWATER DISCHARGE TO THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION. THE APPLICATION CONTAINS CERTIFICATION OF COMPLETION OF A STORMWATER MANAGEMENT PLAN (SWMP), OF WHICH THIS GRADING AND EROSION CONTROL PLAN MAY BE A PART. FOR INFORMATION OR APPLICATION MATERIALS CONTACT:

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
WATER QUALITY CONTROL DIVISION
WQCD--PERMITS
4300 CHERRY CREEK DRIVE SOUTH
DENVER, COLORADO 80246-1530
ATTN.: PERMITS UNIT

SEEDING MIX "LOW GROW GRASS MIX":

GRASS	VARIETY	AMOUNT IN PLS LBS. PER ACRE
CRESTED WHEAT GRASS	EPHRAIM OR HYCREST	6.0 LBS.
FESCUE	SHEEP	5.0 LBS.
PERENNIAL RYE	LUNA	4.0 LBS.
FESCUE	CHEWINGS	3.0 LBS.
BLUEGRASS	CANADA	2.0 LBS.
TOTAL:		20 LBS.

SEEDING & FERTILIZER APPLICATION: DRILL SEED OR HYDRO-SEED PER CDOT SPEC. SECTION 212.

MULCHING APPLICATION: CONFORM TO CDOT SPEC-SECTION 213.

SEDIMENT CONTROL MAINTENANCE PROGRAM:

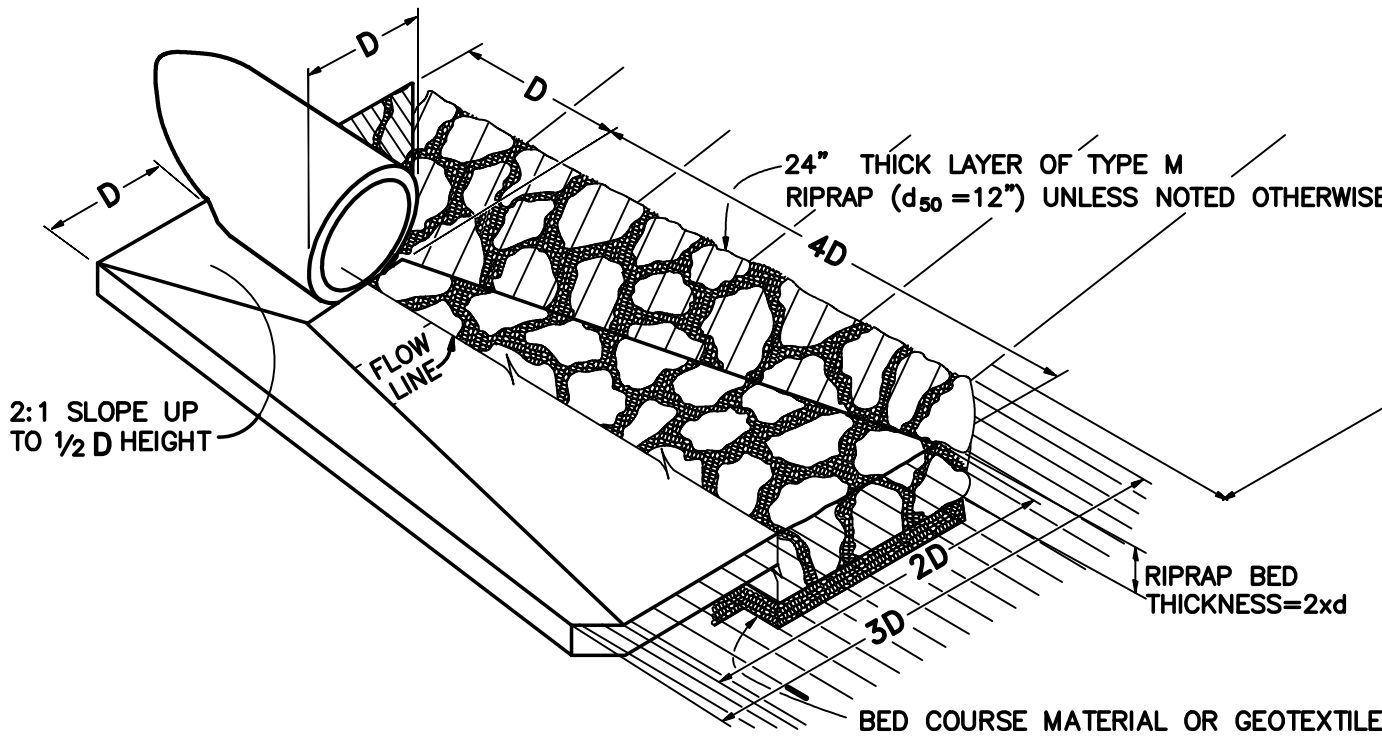
		FREQUENCY
PERIODIC SITE INSPECTIONS	BI-WEEKLY	
RE-VEGETATION OF EXPOSED SOILS	WITHIN 21 DAYS OF GRADING	
SEDIMENT REMOVAL FROM BMP'S	MONTHLY	
REMOVAL OF BMP'S	AFTER STABILIZATION ACHIEVED	

¹ AND AFTER ANY PRECIPITATION OR SNOW MELT EVENT THAT CAUSES SURFACE EROSION.

² ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED WHEN THE SEDIMENT LEVEL REACHES ONE HALF THE HEIGHT OF THE BMP OR AT ANY TIME THAT SEDIMENT OR DEBRIS ADVERSELY IMPACTS THE FUNCTION OF THE BMP.

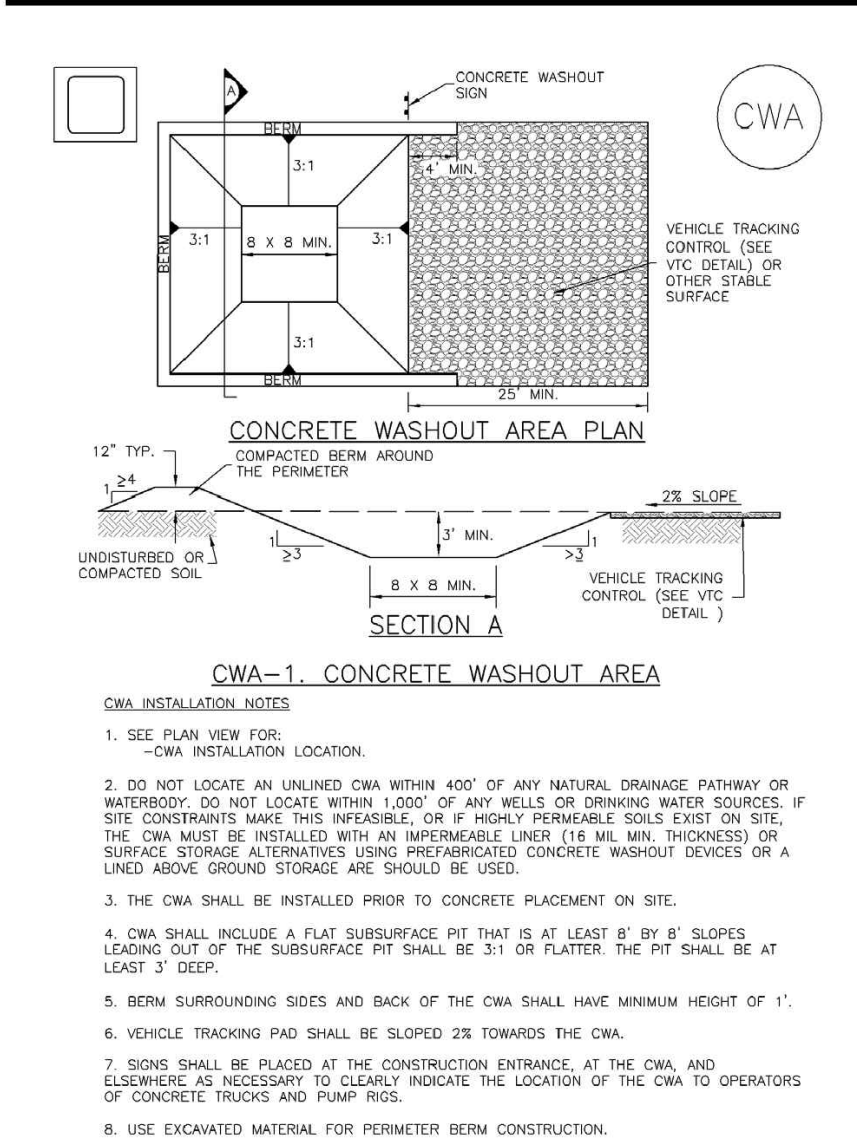
ESTIMATED TIME SCHEDULE:

INSTALL BMP'S	OCTOBER, 2021
ROADWAY GRADING & UTILITIES	OCTOBER, 2021
SEEDING & MULCHING	AUGUST, 2022
STABILIZATION	SEPTEMBER, 2023



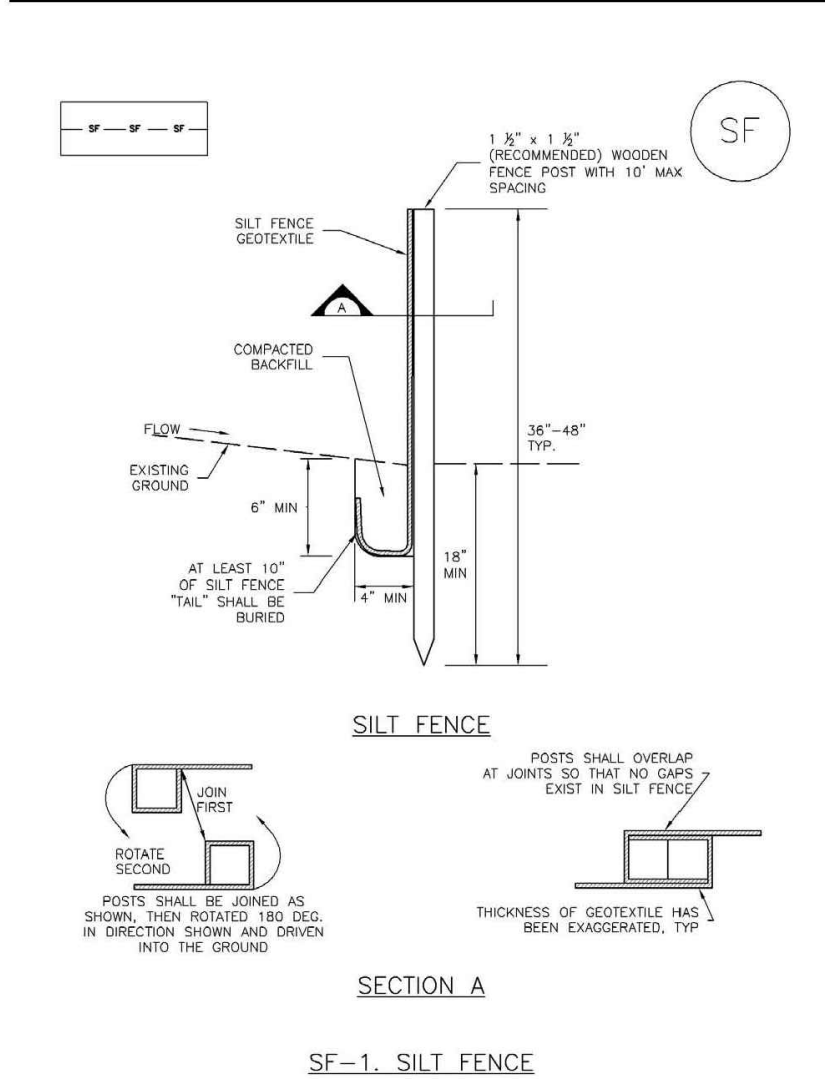
TYPICAL RIPRAP APRON/
CULVERT OUTLET PAVING
NOT TO SCALE

Concrete Washout Area (CWA) MM-1



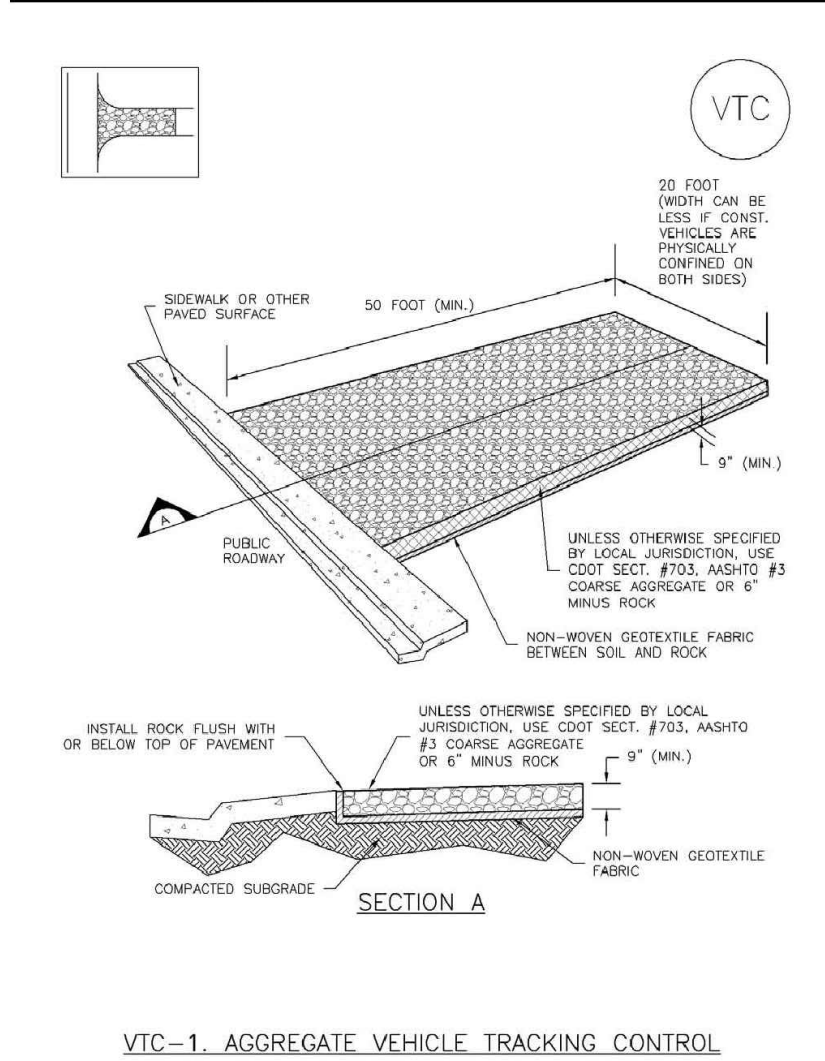
November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 CWA-3

Silt Fence (SF) SC-1



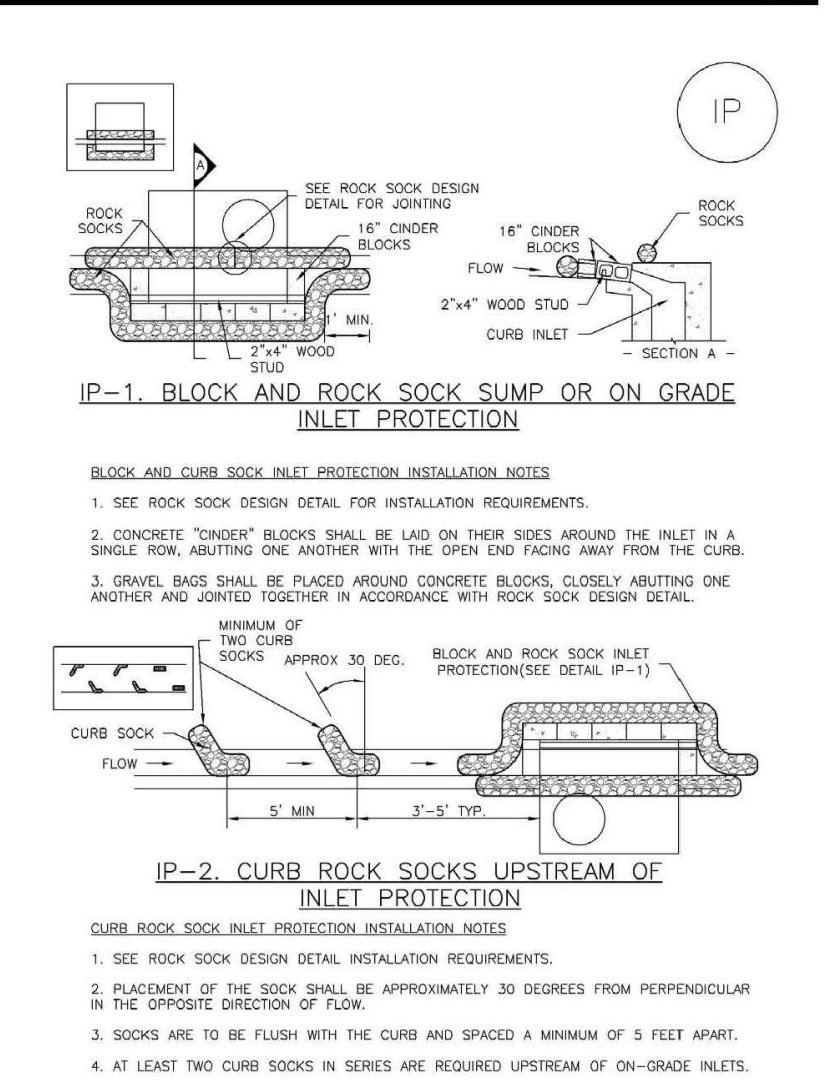
November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 SF-3

Vehicle Tracking Control (VTC) SM-4



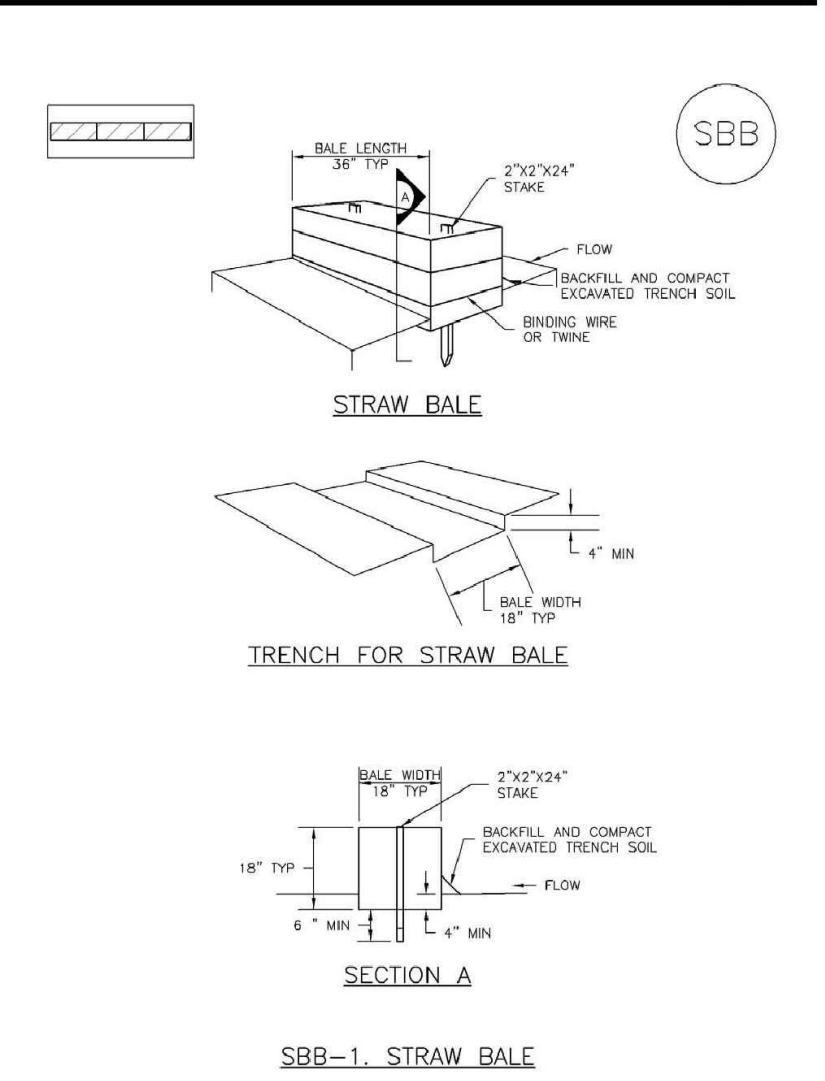
November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 VTC-3

SC-6 Inlet Protection (IP)



IP-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

SC-3 Straw Bale Barrier (SBB)



SBB-2 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

NOTE: REFER TO MHFD STANDARDS FOR ADDITIONAL CONTROL MEASURE STANDARDS & INSTALLATION DETAILS.

Prepared under my direct supervision:

John Schwab, P.E. No. 29891

Approved for Construction
City of Woodland Park
City Engineer

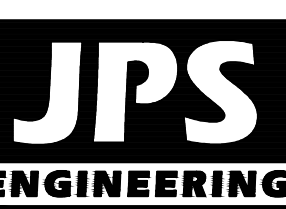
As-Built Submittal:

Received for As-Built Record
City of Woodland Park
City Engineer

APPROVALS



STONE RIDGE SUBDIVISION - PHASE 3 (FILING 5&6)



19 E. Willamette Ave.
Colorado Springs, CO
80903

PH: 719-477-9429
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FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES

No.	REVISION	BY	DATE

EROSION CONTROL NOTES
& DETAILS

HORIZ. SCALE:	N/A	DRAWN:	BJJ
VERT. SCALE:	N/A	DESIGNED:	JPS
SURVEYED:	-	CHECKED:	JPS
CREATED:	9/22/21	LAST MODIFIED:	9/23/21
PROJECT NO:	040301	MODIFIED BY:	BJJ

SHEET: C1.2

General Notes

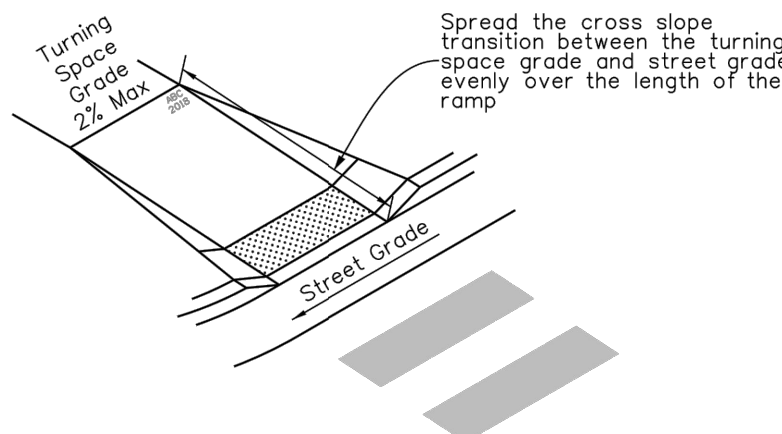
1. All work shall be done in accordance with the current City of Colorado Springs Engineering Division (the City) Standard Specifications.
2. The Contractor shall obtain all required permits and notify City Engineering by 1500 hours the business day before inspection is required.
3. Concrete shall have a minimum compressive strength of 4,000 psi and use a City-approved concrete mix.
4. A broom finish, with sweeps perpendicular to the direction of pedestrian traffic, shall be applied to all ramp surfaces.
5. The Contractor shall stamp their company name and construction date at the top right corner of the ramp as viewed from the street.
6. Detectable warnings shall be installed at sidewalk to street transitions and shall consist of prefabricated truncated dome panels approved by the City. The detectable warning panels shall be set into the wet concrete. The domes shall be in a square grid pattern and aligned with pedestrian traffic.
7. All detectable warning surfaces at the base of ramps shall start a minimum of 6 inches from the flowline of the curb and not be more than 8 inches from any point on the flowline of the curb, with the exception for ramps that are constructed within the curved portion of the return as approved by the City.
8. Ramp and detectable warning running slope shall be 8.3% or flatter except on long ramps as specified by Note 14.
9. Drainage structures, traffic signal equipment, or other obstructions shall not be installed in the ramp or turning space areas.
10. If a traffic signal pedestrian push button cannot be mounted within 10 inches horizontally of the pedestrian path or is obstructed from reach then a separate pedestrian push button post assembly shall be installed. Push buttons shall meet the requirements of MUTCD Chapter 4 for pedestrian detectors.
11. Diagonal ramps on the apex are not allowed in new construction. A single diagonal ramp on the apex may be permitted during reconstruction or alteration where physical or site constraints prevent two ramps from being installed and shall require approval from the City on a case-by-case basis.
12. Ramps, excluding flared sides or blended transitions, shall be wholly contained within the width of the crosswalk and/or the pedestrian street crossing that they serve.
13. All ramp joints and grade breaks shall be flush (0"±/4"). The joint between the roadway surface and gutter pan shall be flush.
14. In retrofit applications, to avoid chasing grade indefinitely on steep streets, ramp length is not required to exceed 15 feet.
15. The counter slope of the gutter or road at the foot of a ramp, turning space, or blended transition shall not exceed 5.0%.
16. Flared side slopes may exceed 10% only where they abut a non-walkable surface (landscaping or domed surface) or the adjacent circulation path is blocked such that it is unlikely for a pedestrian to walk across the flared side slope.

17. The minimum turning space for new construction is 5 feet by 5 feet. The minimum turning space allowed for retrofit applications is 4 feet by 4 feet. In all types of construction where the turning space is constrained by an element taller than 2 inches such as curb, the turning space shall be 5 feet by 5 feet.
18. Contact the City Forestry Division if it is necessary to disturb trees or roots.
19. All curb ramps shall have a minimum concrete thickness of 6 inches.
20. All sidewalks and turning spaces shall have a cross slope between 0.5% and 2.0%.
21. Ramps shall align with each other across the street.

Slope Table

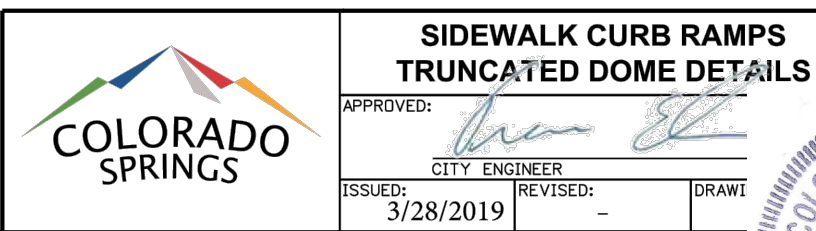
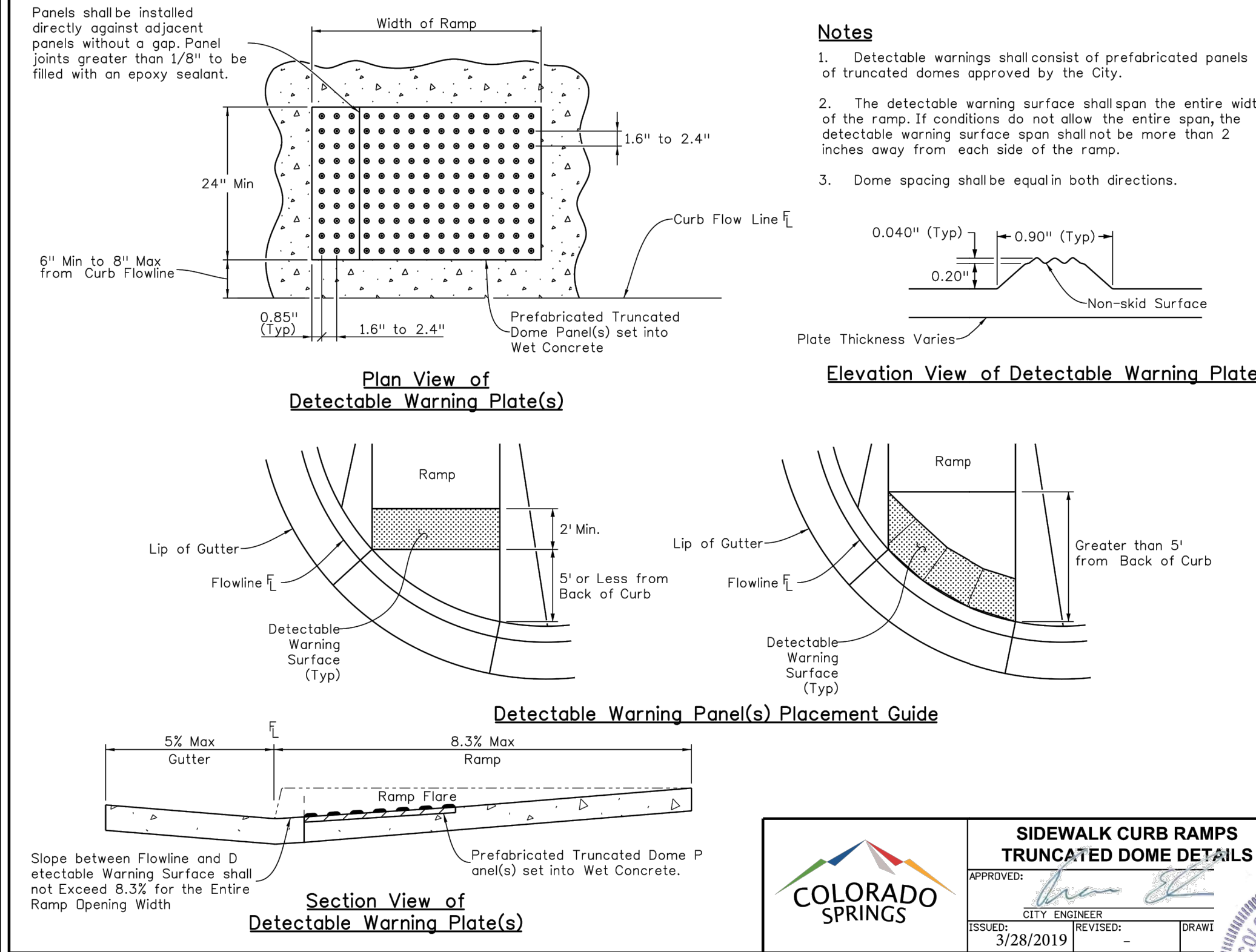
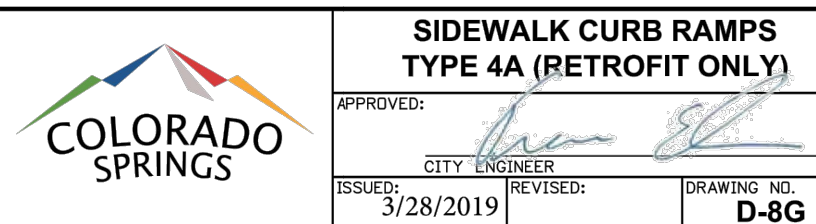
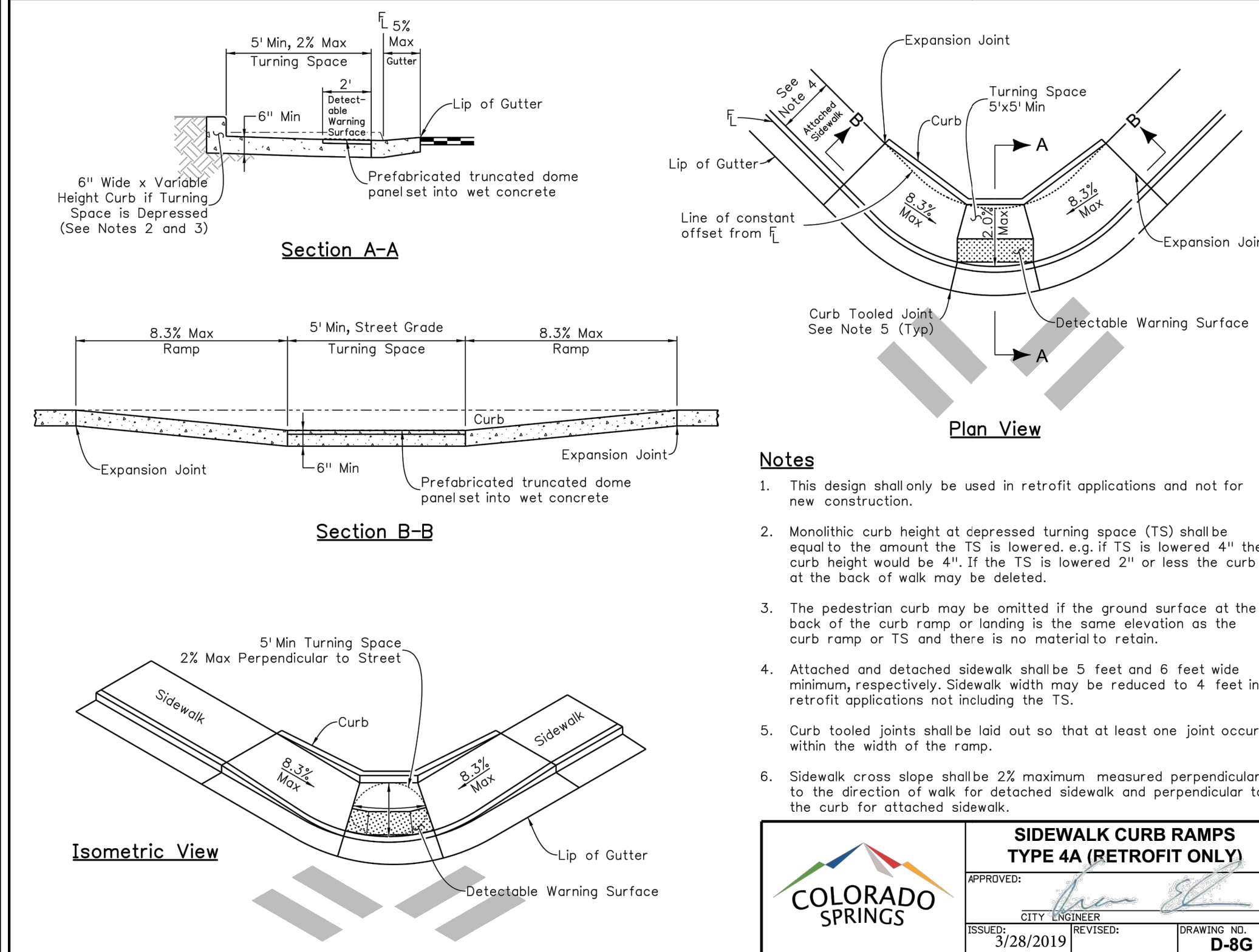
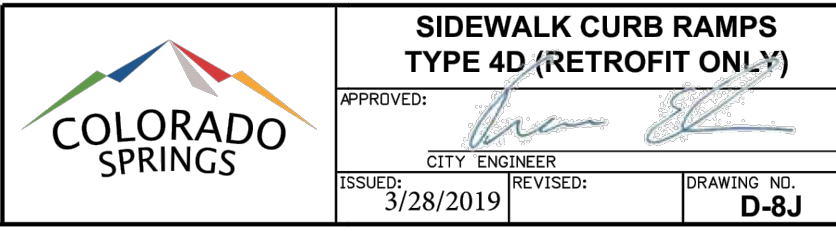
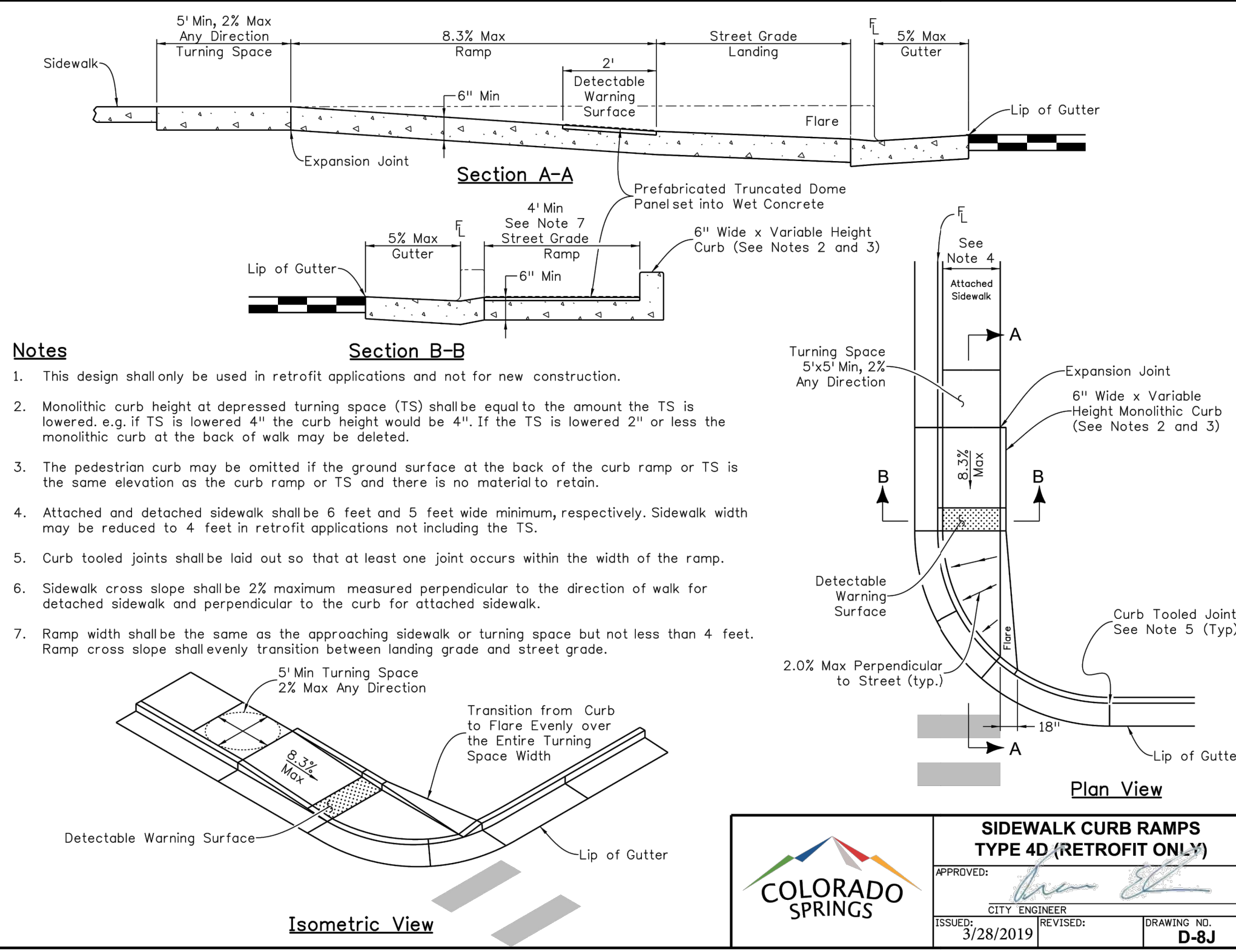
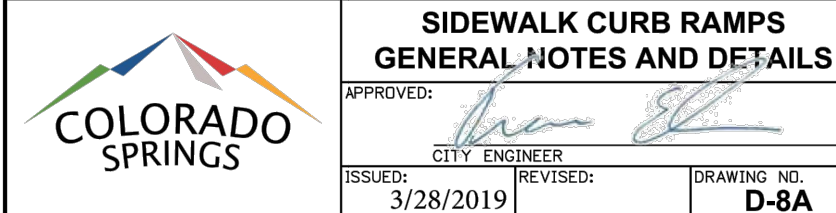
The table below is intended to be used to convert between the percent (rise/run) and ratio (run/rise) methods of expressing the magnitude of a slope:

PERCENT SLOPE	0.5%	1.0%	2.0%	5.0%	7.1%	8.3%	10.0%
RATIO SLOPE	200:1	100:1	50:1	20:1	14:1	12:1	10:1



Ramp Cross Slope Transition To Match Roadway Profile

- Ramp cross slopes and turning spaces shall be:
- A. 2% max when a yield or stop control is present.
 - B. Permitted to equal the street grade when there is no yield or stop control, when a traffic signal is present, at a mid block crossing location, or in retrofit applications.



Prepared under my direct supervision:

John Schwab, P.E. No. 29891 Date

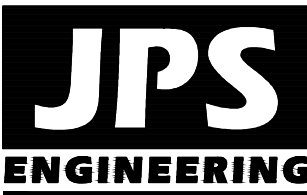
Approved for Construction
City of Woodland Park
City Engineer Date

As-Built Submittal:

Received for As-Built Record
City of Woodland Park
City Engineer Date

APPROVALS

STONE RIDGE SUBDIVISION - PHASE 3 (FILING 5&6)



19 E. Willamette Ave.
Colorado Springs, CO
80903

PH: 719-477-9429
FAX: 719-471-0766
www.jsengr.com



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CENTER OF COLORADO
1-800-922-1987
CALL OR DIG BEFORE YOU DIG
BEFORE YOU DIG GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES

DATE	BY	REVISION
No.		

CIVIL DETAILS

HORZ. SCALE: AS SHOWN	DRAWN: MJP
VERT. SCALE: N/A	DESIGNED: JPS
SURVEYED:	CHECKED: JPS
CREATED: 5/14/19	LAST MODIFIED: 10/13/21
PROJECT NO: 040301	MODIFIED BY: BJJ

SHEET:

C3

ESTIMATED STATIC PRESSURE
W.P. MAIN TANK OVERFLOW = 8655.0
PHASE 3 SITE EL. = 8342 - 8450
MIN. STATIC PRESSURE = 89 psi
MAX. STATIC PRESSURE = 135 psi

C:\Users\Owner\Dropbox\jpsprojects\040301-stoneridge\dwg\civil\Phase 3\U1.1.dwg May 12, 2022 - 11:49pm

HYDRANT NOTE:

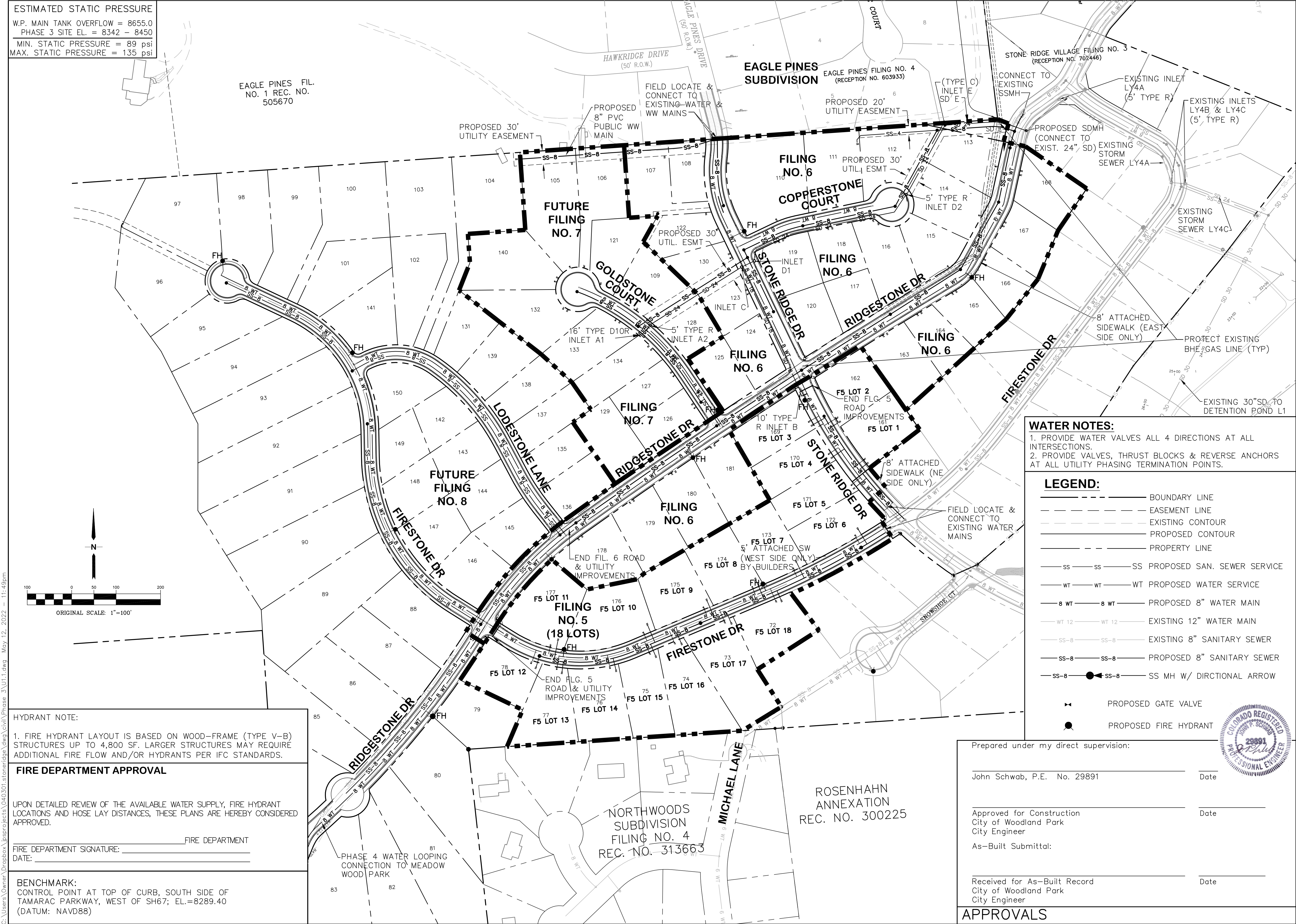
1. FIRE HYDRANT LAYOUT IS BASED ON WOOD-FRAME (TYPE V-B) STRUCTURES UP TO 4,800 SF. LARGER STRUCTURES MAY REQUIRE ADDITIONAL FIRE FLOW AND/OR HYDRANTS PER IFC STANDARDS.

FIRE DEPARTMENT APPROVAL

UPON DETAILED REVIEW OF THE AVAILABLE WATER SUPPLY, FIRE HYDRANT LOCATIONS AND HOSE LAY DISTANCES, THESE PLANS ARE HEREBY CONSIDERED APPROVED.

FIRE DEPARTMENT
DATE: _____

BENCHMARK:
CONTROL POINT AT TOP OF CURB, SOUTH SIDE OF TAMARAC PARKWAY, WEST OF SH67; EL.=8289.40 (DATUM: NAVD88)



WATER NOTES:
1. PROVIDE WATER VALVES ALL 4 DIRECTIONS AT ALL INTERSECTIONS.
2. PROVIDE VALVES, THRUST BLOCKS & REVERSE ANCHORS AT ALL UTILITY PHASING TERMINATION POINTS.

LEGEND:

— — — — — BOUNDARY LINE
- - - - - EASEMENT LINE
- - - - - EXISTING CONTOUR
— — — — — PROPOSED CONTOUR
— — — — — PROPERTY LINE

— SS — SS — SS PROPOSED SAN. SEWER SERVICE
— WT — WT — WT PROPOSED WATER SERVICE
— 8 WT — 8 WT — PROPOSED 8" WATER MAIN
— WT 12 — WT 12 — EXISTING 12" WATER MAIN
— SS-8 — SS-8 — EXISTING 8" SANITARY SEWER
— SS-8 — SS-8 — PROPOSED 8" SANITARY SEWER
— SS-8 — ● — SS-8 — SS MH W/ DIRECTIONAL ARROW

✕ PROPOSED GATE VALVE
● PROPOSED FIRE HYDRANT

Prepared under my direct supervision:

John Schwab, P.E. No. 29891 _____ Date _____

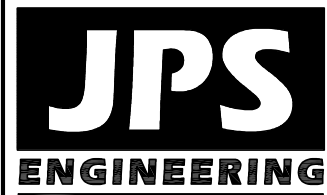
Approved for Construction
City of Woodland Park
City Engineer _____ Date _____

As-Built Submittal: _____

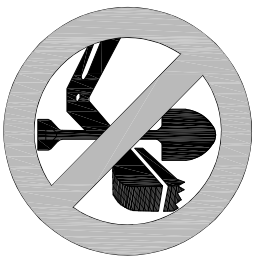
Received for As-Built Record
City of Woodland Park
City Engineer _____ Date _____

APPROVALS

STONE RIDGE SUBDIVISION - PHASE 3 (FILING 5&6)



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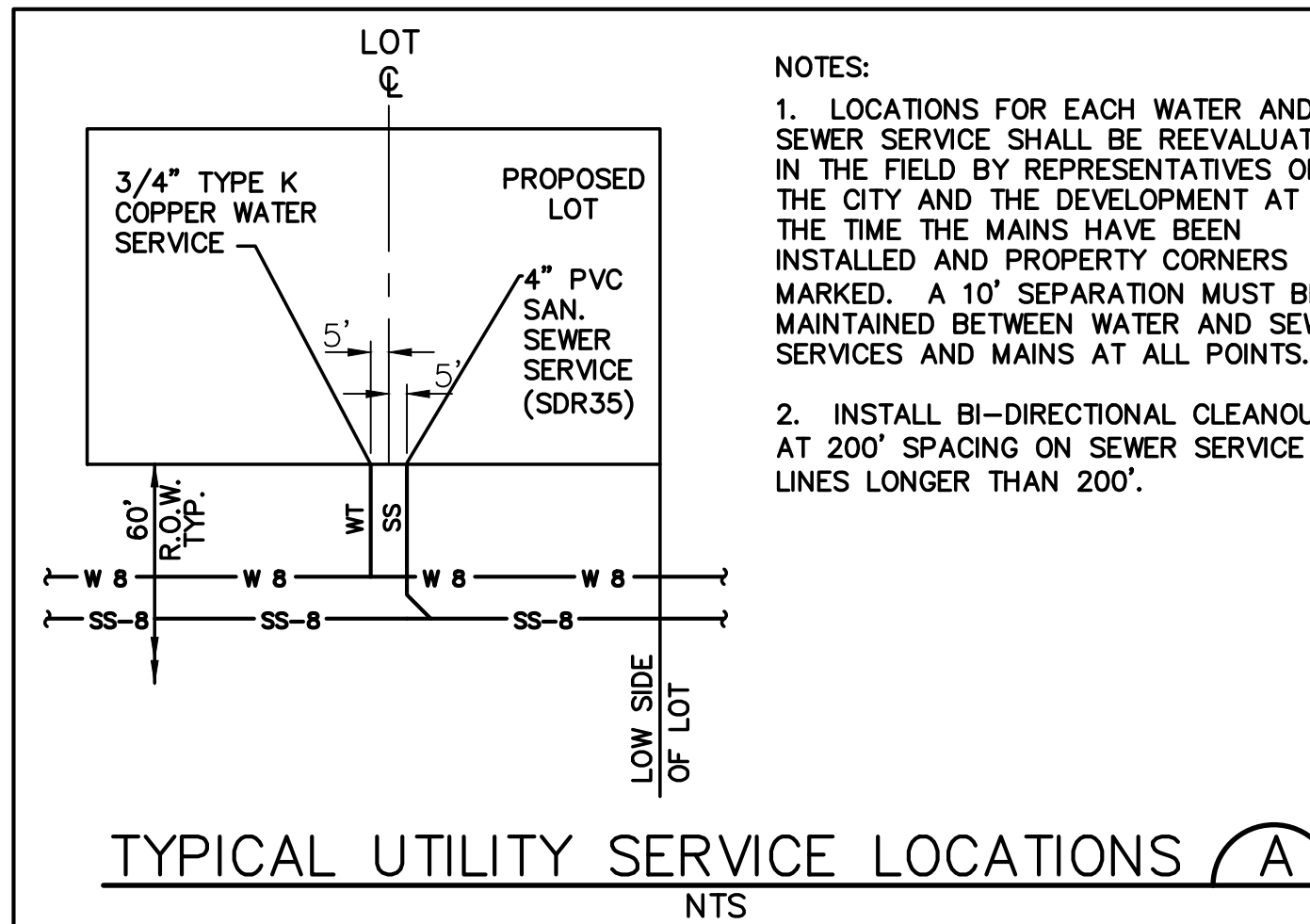
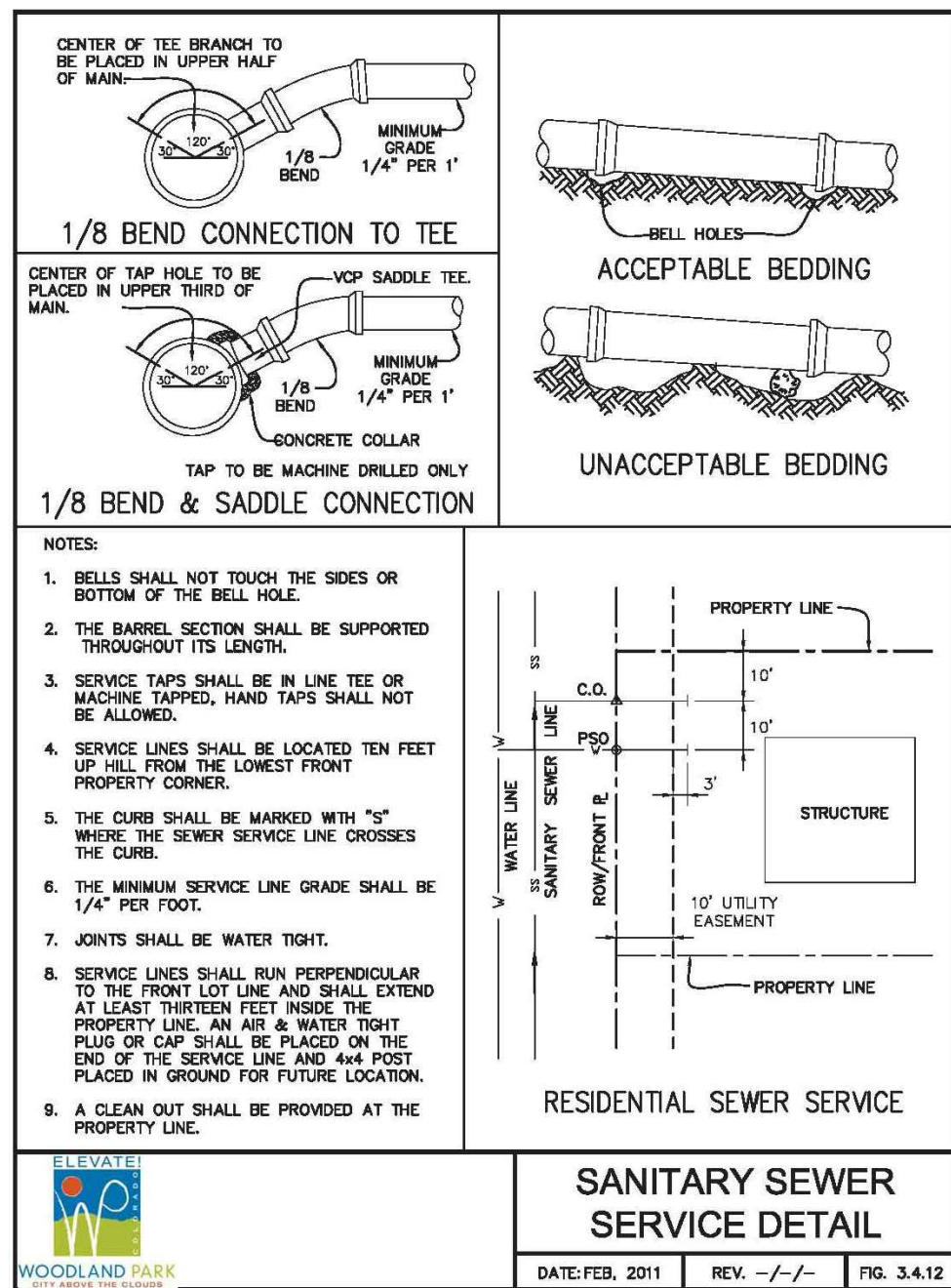
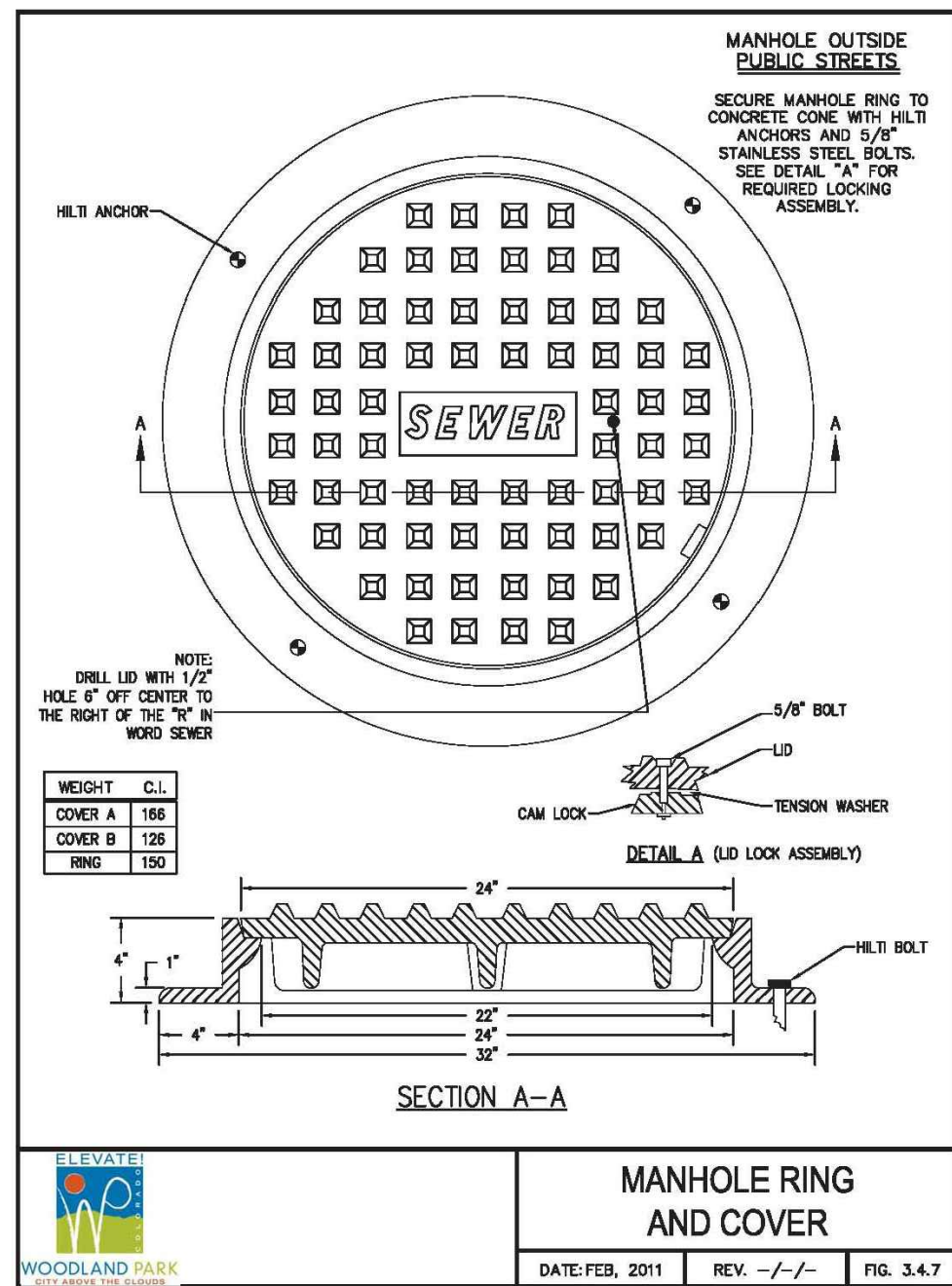
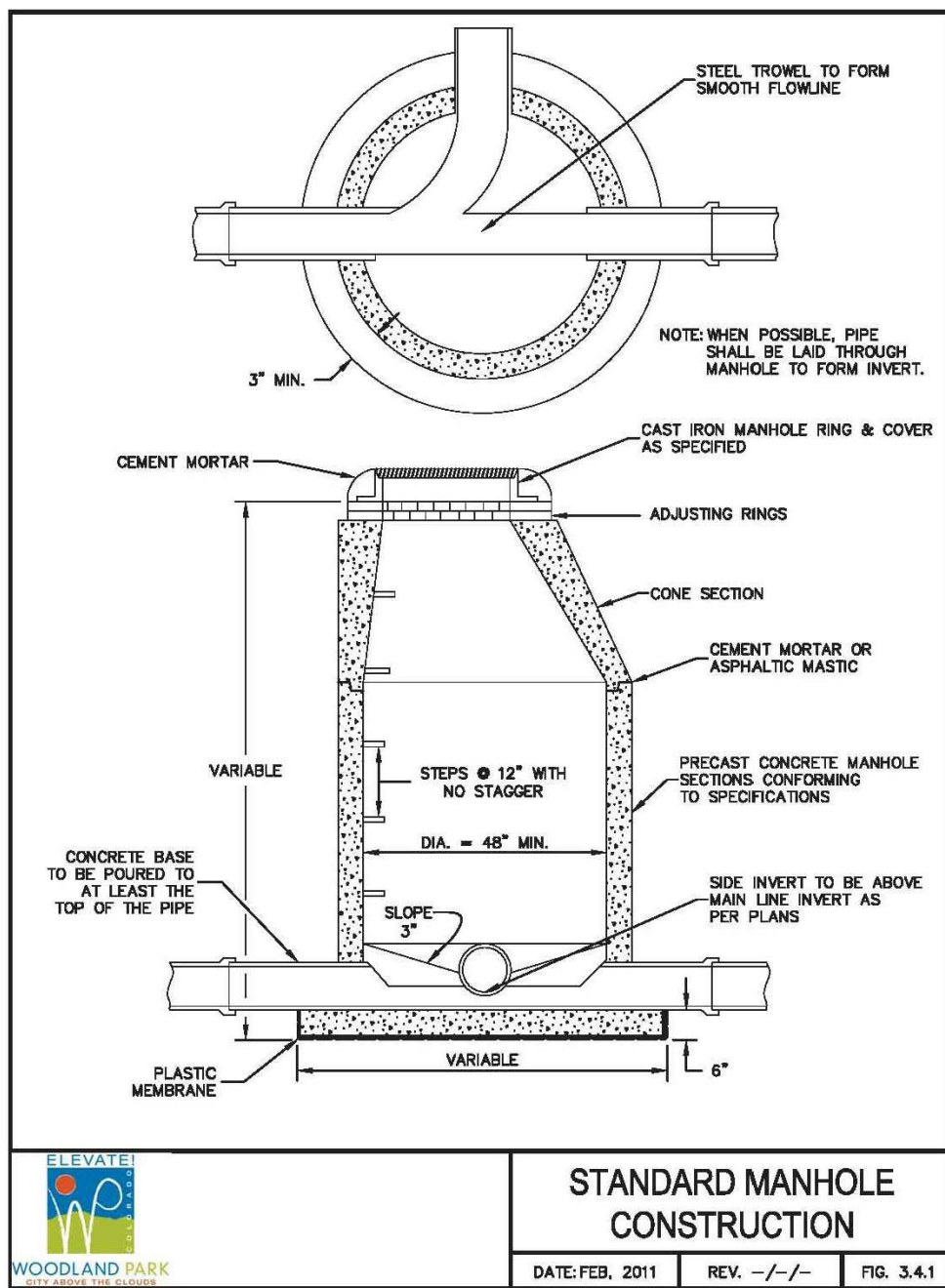
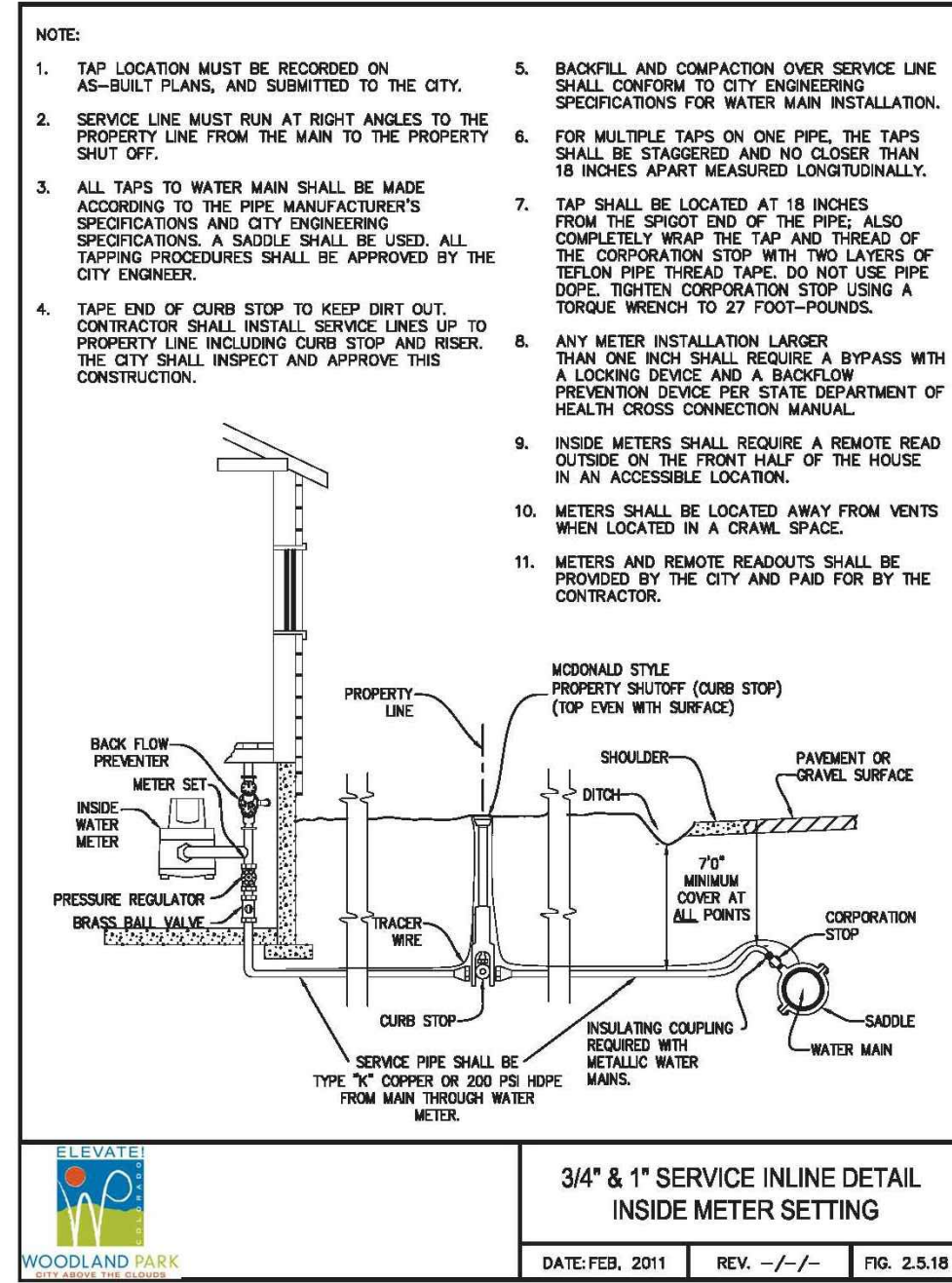
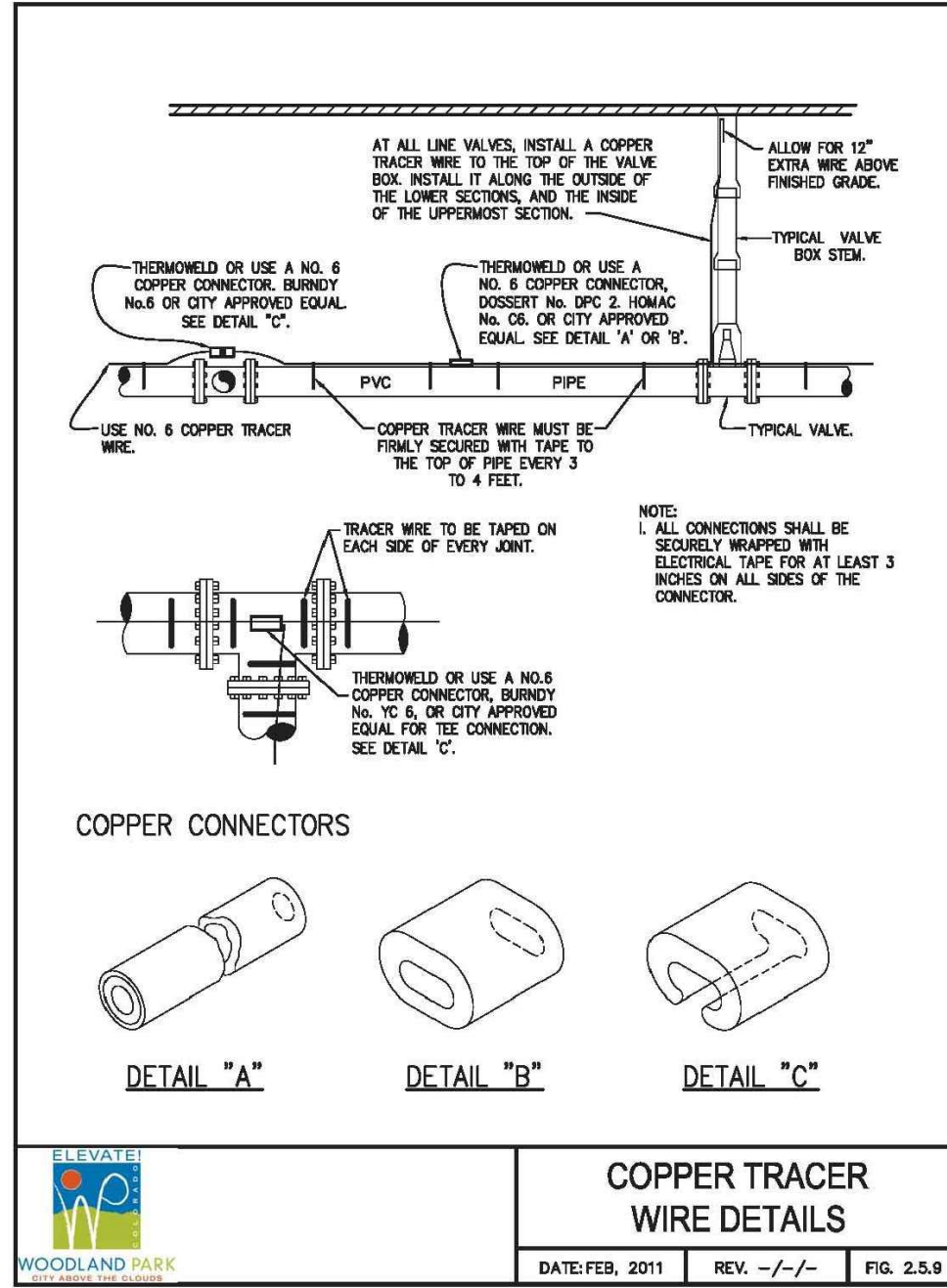
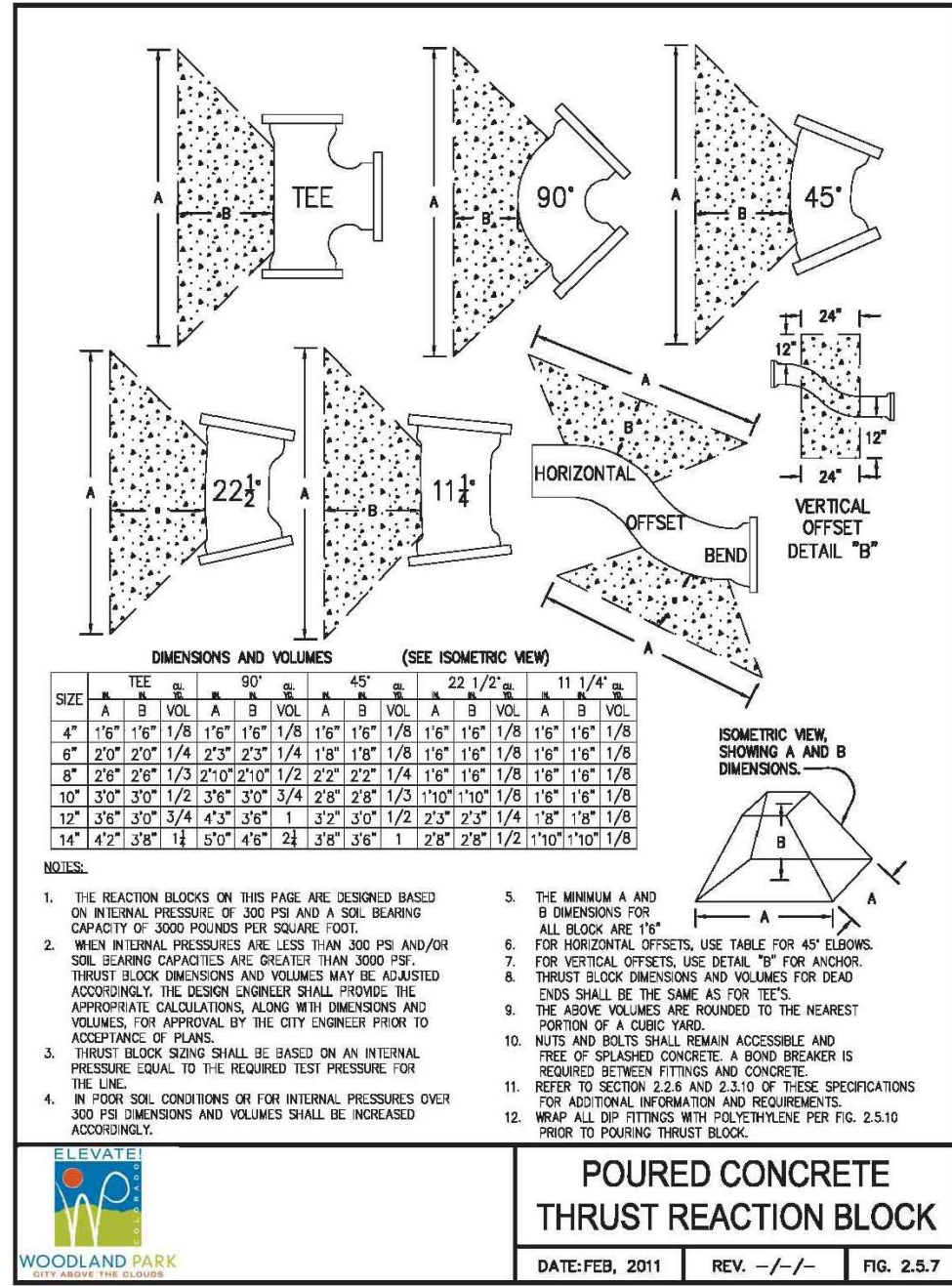
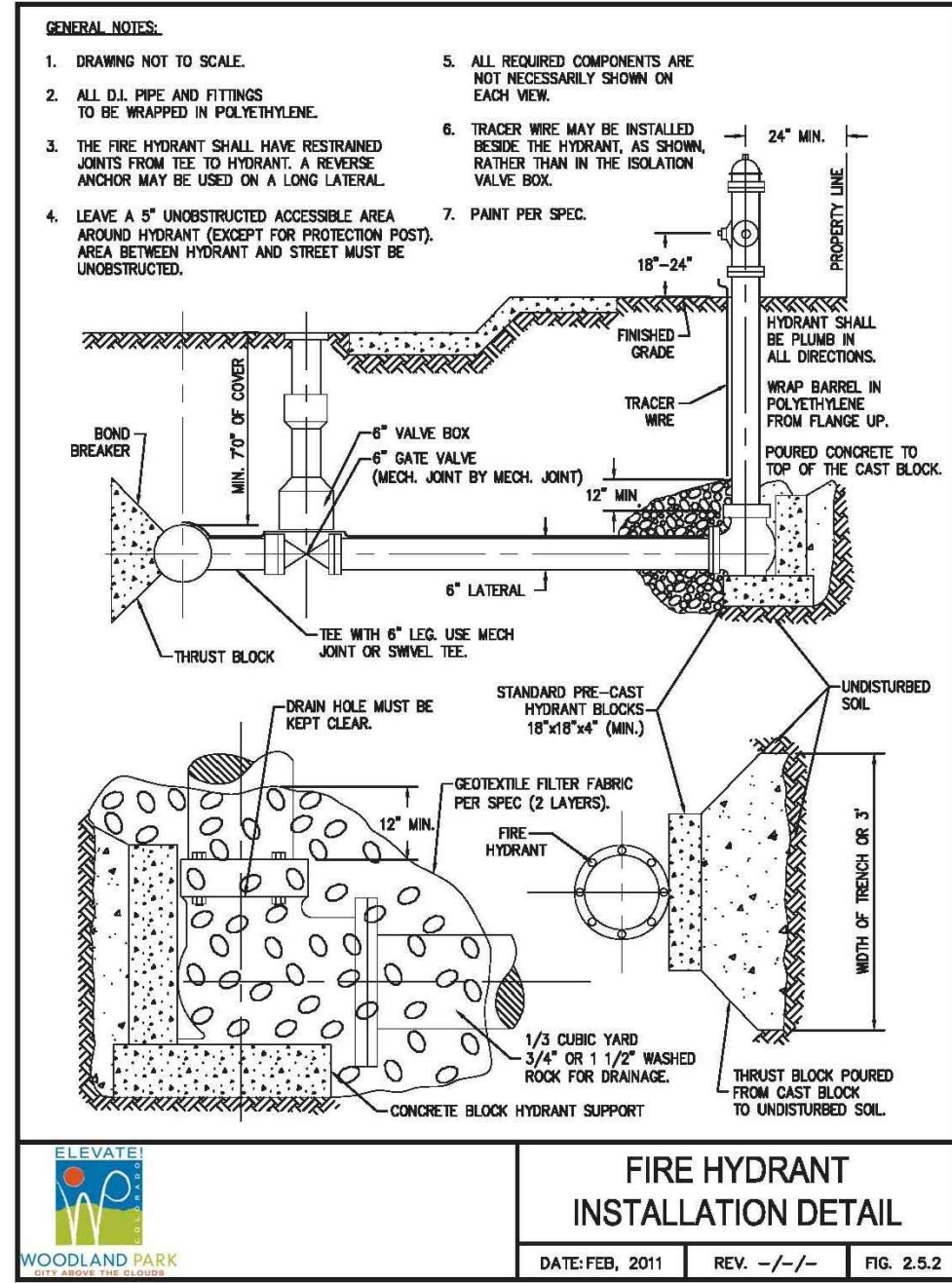
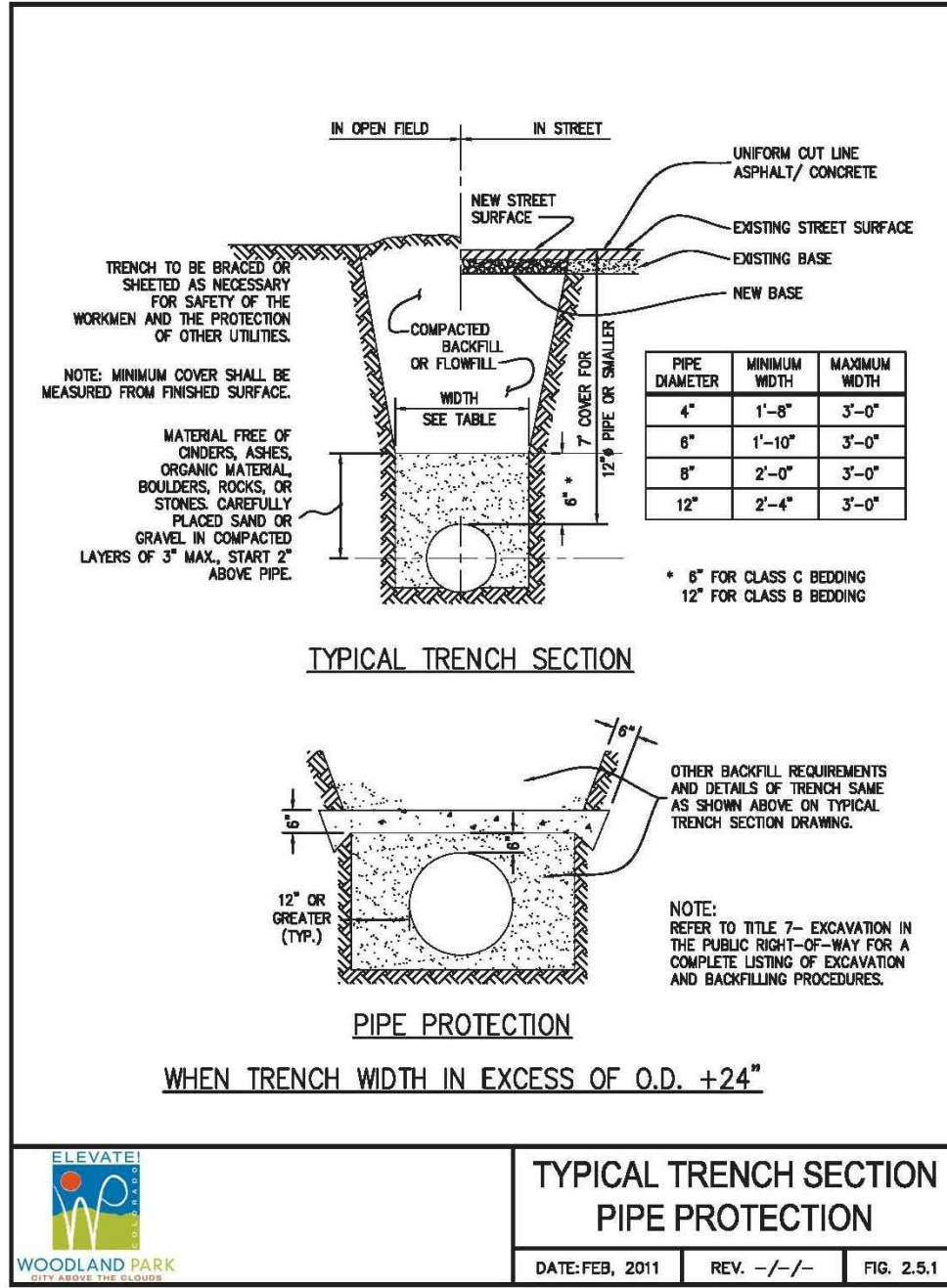
CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987
CALL 2-48 HOURS IN ADVANCE
BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES.

DATE	BY	REVISION

PHASE 3 UTILITY PLAN

HORZ. SCALE: 1"=100'	DRAWN: BJJ
VERT. SCALE: N/A	DESIGNED: JPS
SURVEYED: RAMPART	CHECKED: JPS
CREATED: 5/14/19	LAST MODIFIED: 5/13/22
PROJECT NO: 040301	MODIFIED BY: BJJ

SHEET: **U1.1**



STONE RIDGE SUBDIVISION - PHASE 3 (FILING 5&6)

STANDARD UTILITY DETAILS

JPS ENGINEERING

19 E. Willamette Ave.
Colorado Springs, CO 80903

PH: 719-477-9429
FAX: 719-471-0766
www.jsengr.com

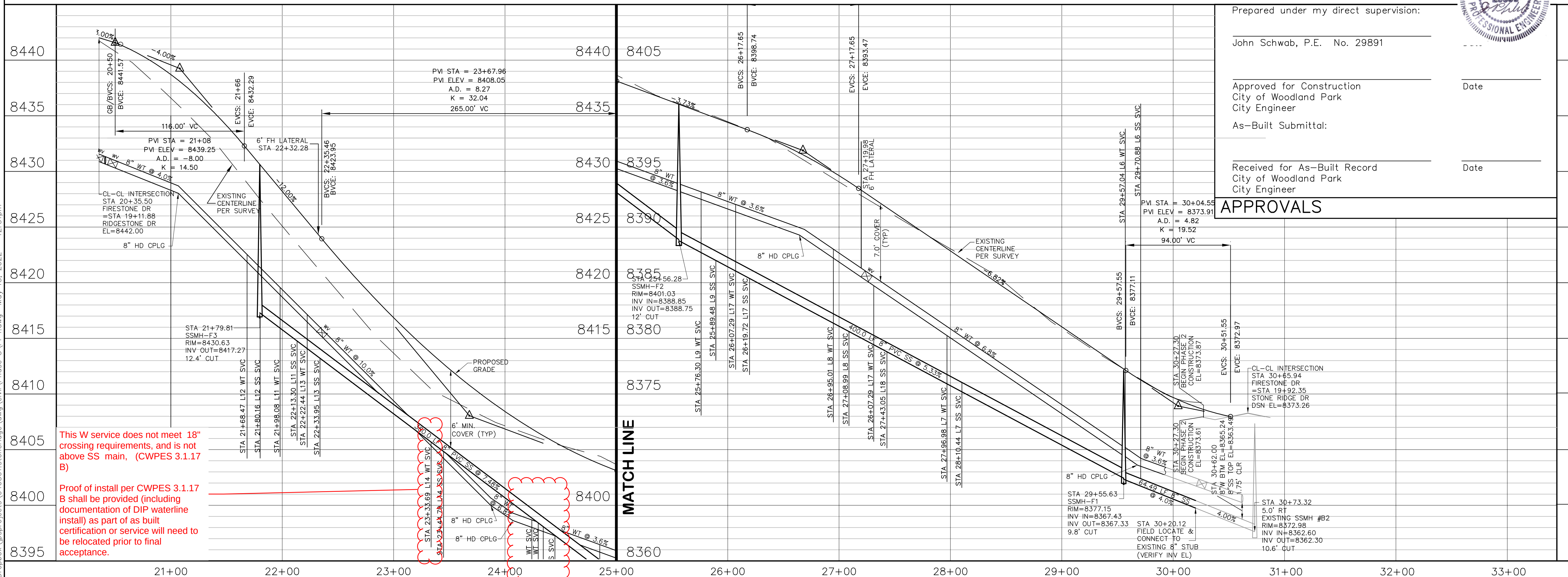
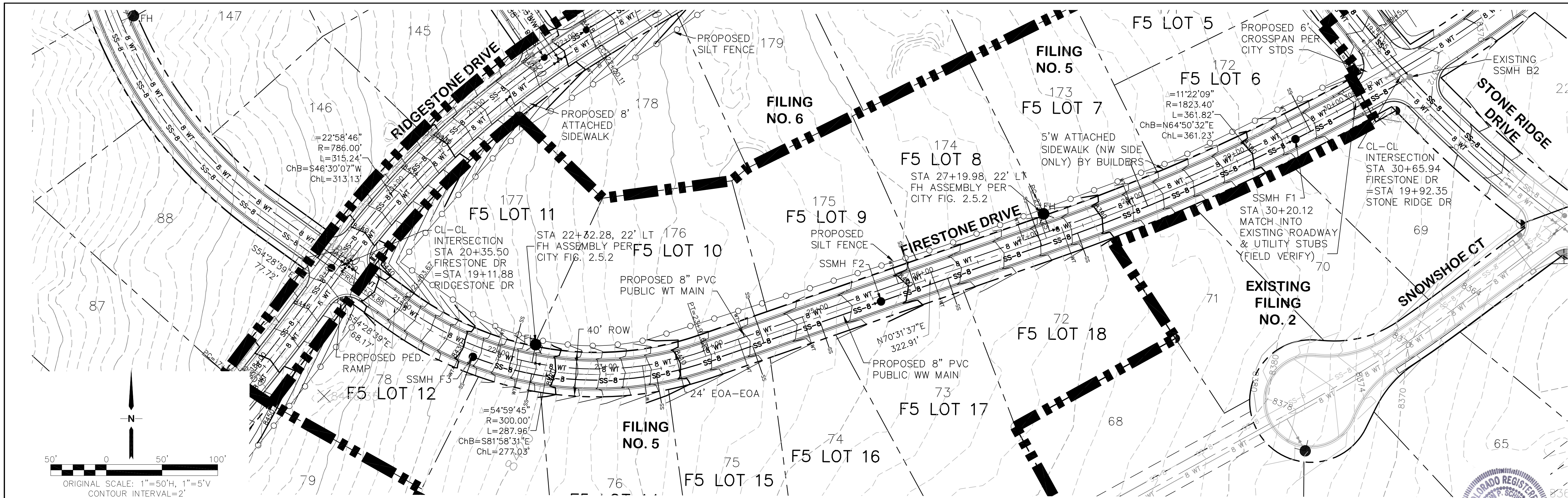
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1-800-922-1987
CALL OR VISIT US IN ADVANCE
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FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES

HORZ. SCALE: 1"=100'
VERT. SCALE: N/A
SURVEYED: RAMPART
CREATED: 5/14/19
PROJECT NO: 040301

DRAWN: BJJ
DESIGNED: JPS
CHECKED: JPS
LAST MODIFIED: 12/14/21
MODIFIED BY: BJJ

SHEET: U1.2

C:\Users\Owner\Dropbox\jpsprojects\040301\stoneridge\dwg\civil\Phase 3\PP4.dwg May 13, 2022 - 12:31pm



BENCHMARK:
CONTROL POINT AT TOP OF CURB, SOUTH SIDE OF
TAMARAC PARKWAY, WEST OF SH67; EL.=8289.40
(DATUM: NAVD88)

NOTE: PROVIDE HD COUPLINGS FOR ALL REQUIRED DEFLECTIONS (MAX 3" DEFLECTIONS)

The station labels for these services do not show up in the view port. These will need to be updated on the as-built submittal.

From the profile intersection, these appear to not meet the 18" crossing requirements, and W is not above SS main (CWPEs 3.1.17 B)

Proof of install per CWPEs 3.1.17 B shall be provided (including documentation of DIP waterline install) as part of as built certification or service will need to be relocated as part of final acceptance.

Prepared under my direct supervision:

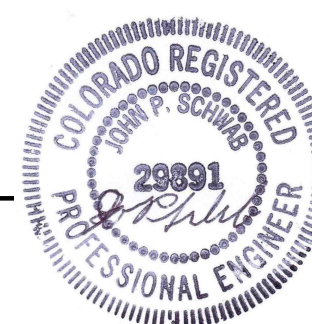
John Schwab, P.E. No. 29891

Approved for Construction
City of Woodland Park
City Engineer

As-Built Submittal:

Received for As-Built Record
City of Woodland Park
City Engineer

APPROVALS

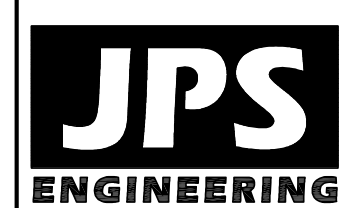


STONE RIDGE SUBDIVISION PHASE 3 - FILING 5

FIRESTONE DRIVE PLAN & PROFILE

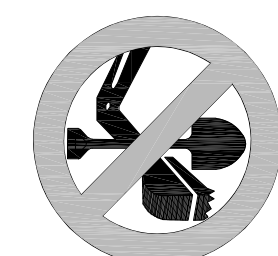
HORZ. SCALE: 1"=50'	DRAWN: BJJ
VERT. SCALE: 1"=5'	DESIGNED: JPS
SURVEYED: RAMPART	CHECKED: JPS
CREATED: 6/05/19	LAST MODIFIED: 5/13/22
PROJECT NO: 040301	MODIFIED BY: MSP
SHEET:	

PP4



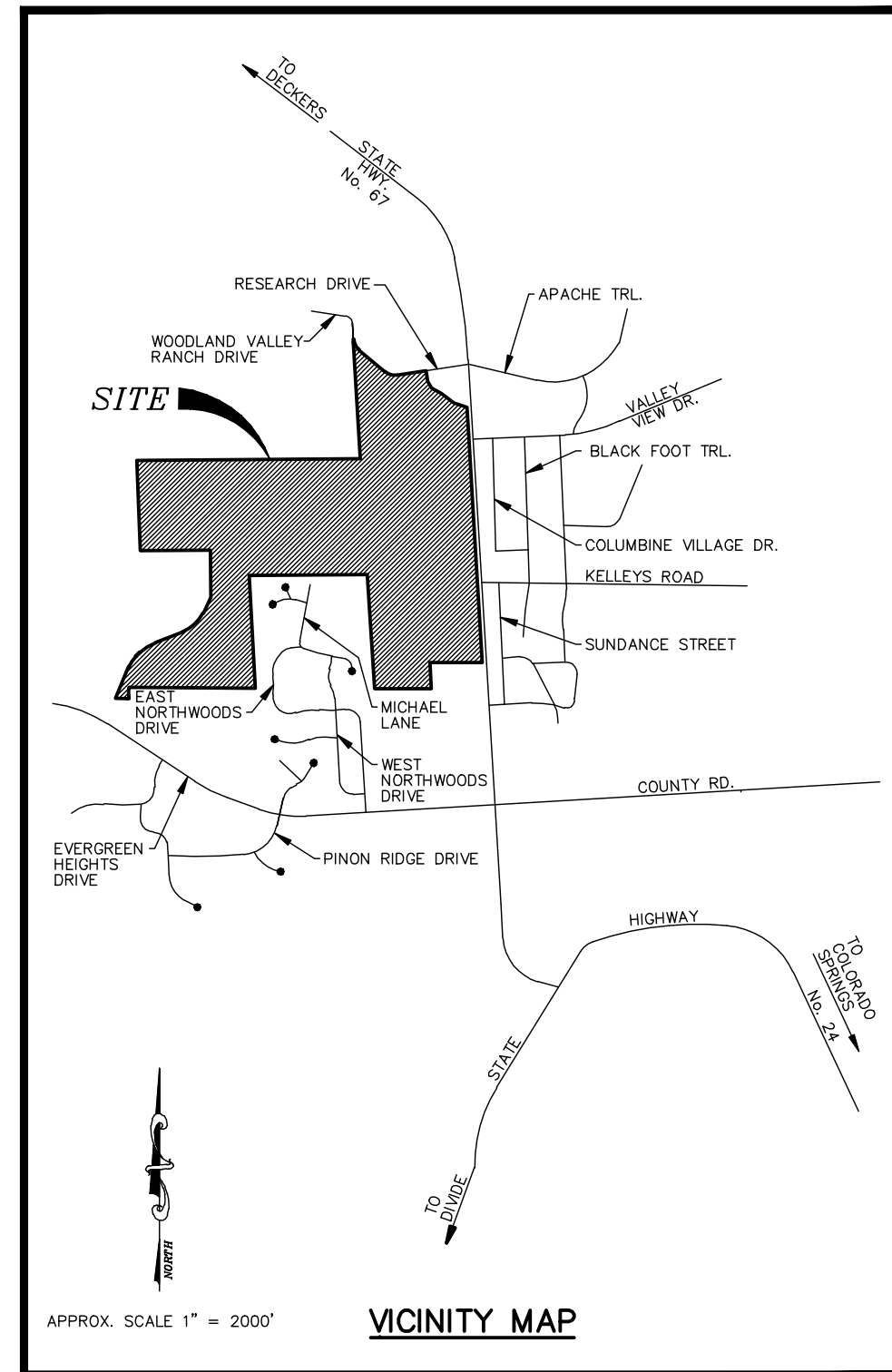
19 E. Willamette Ave.
Colorado Springs, CO
80903

PH: 719-477-9429
FAX: 719-471-0766
www.jpsengr.com



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987
CALL BEFORE YOU DIG
BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES.

PRELIMINARY PLAT
STONE RIDGE SUBDIVISION – LOCATED IN A
PORTION OF SECTIONS 12, 13 AND 14,
T. 12 S., R. 69 W. OF THE 6th P.M.,
IN THE CITY OF WOODLAND PARK,
TELLER COUNTY, COLORADO



APPROX. SCALE 1" = 200'

VICINITY MAP

0' 200' 400'

SCALE: 1" = 200'

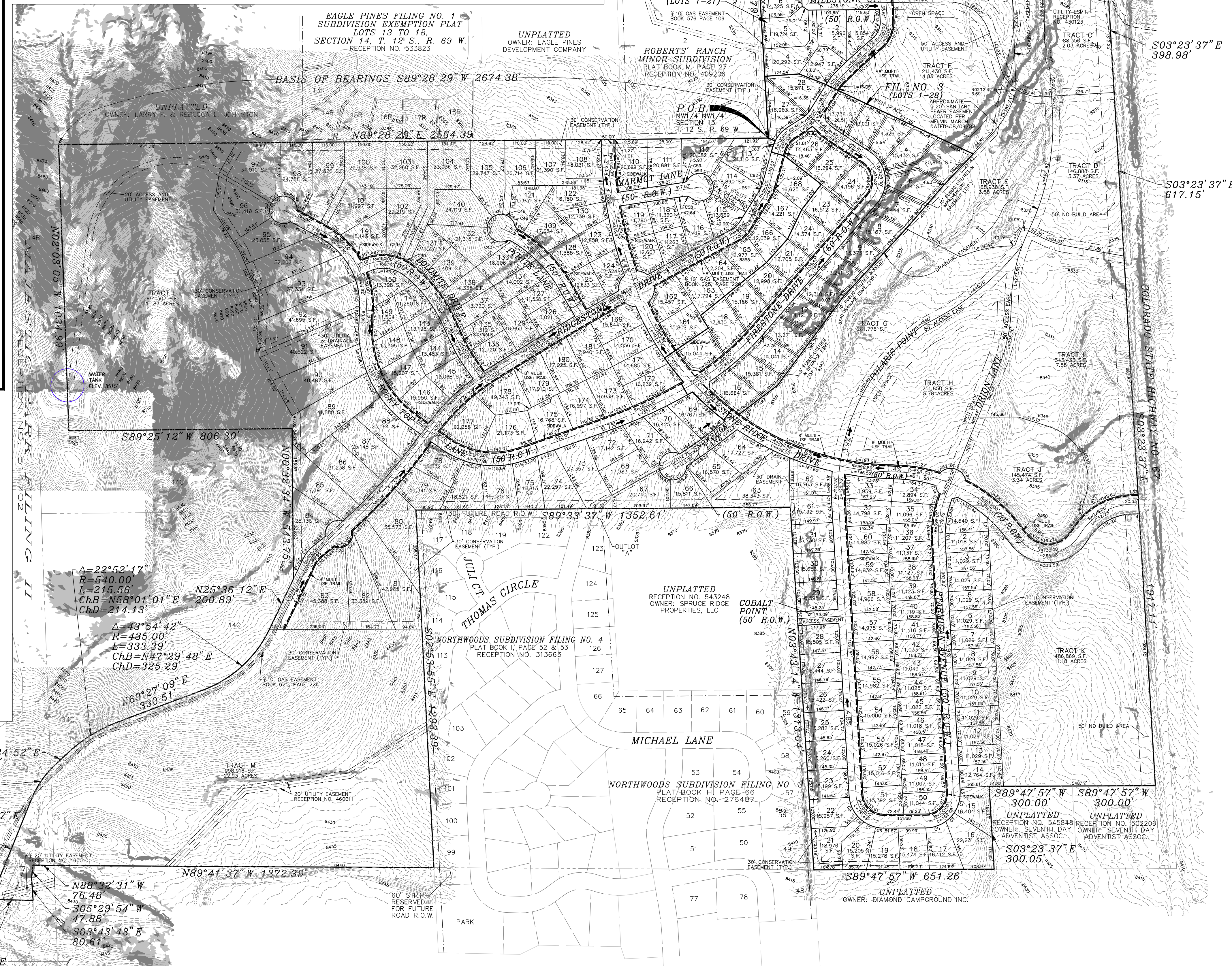
JOB NO.: 03267

FEBRUARY 20, 2004

REVISED: MAY 24, 2004

REVISED: JANUARY 31, 2017

TABLE OF LOT CURVES			TABLE OF LOT LINES		
NO.	LENGTH	BEARING	NO.	LENGTH	BEARING
C1	29.37	S89°31'19" W	L1	40.31	S17°00'00" E
C2	29.37	S89°31'19" W	L2	40.31	S17°00'00" E
C3	29.37	S89°31'19" W	L3	40.31	S17°00'00" E
C4	29.37	S89°31'19" W	L4	40.31	S17°00'00" E
C5	29.37	S89°31'19" W	L5	40.31	S17°00'00" E
C6	29.37	S89°31'19" W	L6	40.31	S17°00'00" E
C7	29.37	S89°31'19" W	L7	40.31	S17°00'00" E
C8	29.37	S89°31'19" W	L8	40.31	S17°00'00" E
C9	29.37	S89°31'19" W	L9	40.31	S17°00'00" E
C10	29.37	S89°31'19" W	L10	40.31	S17°00'00" E
C11	29.37	S89°31'19" W	L11	40.31	S17°00'00" E
C12	29.37	S89°31'19" W	L12	40.31	S17°00'00" E
C13	29.37	S89°31'19" W	L13	40.31	S17°00'00" E
C14	29.37	S89°31'19" W	L14	40.31	S17°00'00" E
C15	29.37	S89°31'19" W	L15	40.31	S17°00'00" E
C16	29.37	S89°31'19" W	L16	40.31	S17°00'00" E
C17	29.37	S89°31'19" W	L17	40.31	S17°00'00" E
C18	29.37	S89°31'19" W	L18	40.31	S17°00'00" E
C19	29.37	S89°31'19" W	L19	40.31	S17°00'00" E
C20	29.37	S89°31'19" W	L20	40.31	S17°00'00" E
C21	29.37	S89°31'19" W	L21	40.31	S17°00'00" E
C22	29.37	S89°31'19" W	L22	40.31	S17°00'00" E
C23	29.37	S89°31'19" W	L23	40.31	S17°00'00" E
C24	29.37	S89°31'19" W	L24	40.31	S17°00'00" E
C25	29.37	S89°31'19" W	L25	40.31	S17°00'00" E
C26	29.37	S89°31'19" W	L26	40.31	S17°00'00" E
C27	29.37	S89°31'19" W	L27	40.31	S17°00'00" E
C28	29.37	S89°31'19" W	L28	40.31	S17°00'00" E
C29	29.37	S89°31'19" W	L29	40.31	S17°00'00" E
C30	29.37	S89°31'19" W	L30	40.31	S17°00'00" E



LEGEND – TRACTS, PARKS AND OPEN SPACES					
TRACT	LAND USE	GROSS ACRES OF TRACT	PRIVATE OPEN SPACE ACRES	PUBLIC OPEN SPACE ACRES	PUBLIC PARK ACRES
A	APARTMENTS 14 du/ac	4.16	1.91	NONE	NONE
B	OPEN SPACE	3.03	NONE	2.95	NONE
C	COMMERCIAL	2.03	0.37	NONE	NONE
D	COMMERCIAL	3.37	0.61	NONE	NONE
E	OPEN SPACE	3.88	NONE	3.53	NONE
F	PATIO HOMES 4 du/ac	4.85	1.60	NONE	NONE
G	OPEN SPACE	6.47	NONE	5.84	NONE
H	CONDOMINIUMS 7 du/ac	5.78	1.73	NONE	NONE
I	COMMERCIAL	7.88	0.97	NONE	NONE
J	OPEN SPACE	3.34	3.22	NONE	NONE
K	COMMERCIAL	11.18	1.13	NONE	NONE
L	OPEN SPACE	15.87	NONE	15.87	NONE
M	PUBLIC PARK	22.93	NONE	22.93	22.93

LEGEND – DIMENSIONAL STANDARDS			
DIMENSION STANDARD CATEGORY	SINGLE FAMILY RESIDENCE	MULTI FAMILY RESIDENCE	COMMERCIAL
BUILDING SETBACK	FRONT	25'	25'
	REAR	25'	25'
	SIDE	8'	8'
MAXIMUM HEIGHT	MAIN BLDG.	35'	45'
	ACCESSORY BUILDING	20'	20'
LOT COVERAGE	BUILDING	25%	35%
	OPEN SPACE	40%	35%

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE SUBJECT PROPERTY AND THAT THE UNDERSIGNED SHALL ABIDE BY THE PROVISION AS SPECIFIED UPON THIS PRELIMINARY PLAT AS PRESENTED AND ANY CONDITIONS AND REQUIREMENTS THAT ARE SPECIFIED BY THE CITY OF WOODLAND PARK CITY COUNCIL IN RENDERING ITS APPROVAL.

DATE: DATA DUNCAN, OWNER

I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS PRELIMINARY PLAT WAS APPROVED SUBJECT TO CONDITIONS CONTAINED HEREIN BY THE CITY OF WOODLAND PARK CITY COUNCIL ON 2/20/04, AFTER A PROPERLY CONDUCTED PUBLIC HEARING HELD ON 2/20/04.

DATE: CITY PLANNER, CITY OF WOODLAND PARK

SUBDIVIDER / OWNER
DANA DUNCAN
P.O. BOX 5044
WOODLAND PARK, CO 80863
(719) 687-0800

DESIGNER
PINNACLE DESIGNWORKS
750 E. HIGHWAY 24
WOODLAND PARK, CO 80863
(719) 687-5990

PROFESSIONAL LAND SURVEYOR
KEVIN F. LLOYD
RAMPART SURVEYS, INC.
P.O. BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

SLOPE ANALYSIS:
0-30% = 98.0%
31%-40% = 1.3%
41%-100% = 0.7%

SHADED AREAS = 30% OR GREATER SLOPE
30% TO 40% SLOPES
SLOPES GREATER THAN 40%

AREA SUMMARY:
TOTAL AREA OF PROJECT = 200.00 ACRES
TOTAL AREA OF STREETS = 18.97 ACRES
TOTAL AREA OF SINGLE-FAMILY = 86.25 ACRES
TOTAL AREA OF SINGLE-FAMILY OPEN SPACE = 7.30 ACRES
TOTAL AREA OF MULTI-FAMILY = 14.79 ACRES
TOTAL AREA OF MULTI-FAMILY OPEN SPACE = 5.24 ACRES
TOTAL AREA OF COMMERCIAL = 24.46 ACRES
TOTAL AREA OF COMMERCIAL OPEN SPACE = 3.08 ACRES
TOTAL AREA OF PUBLIC OPEN SPACE = 51.12 ACRES

HILLSIDE LOT DESIGNATION:
LOTS 91, 92, 95 AND 96 ARE TO BE CONSIDERED HILLSIDE LOTS (30% OF LOT IS GREATER THAN A 30% SLOPE).

FLOOD PLAIN CERTIFICATION:
ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP PANEL 0819C0077C (EFFECTIVE DATE SEPTEMBER 30, 1988), THE DESCRIBED AREA IS LOCATED WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

PRELIM. PLAT-STONE RIDGE SUBDIVISION
CITY OF WOODLAND PARK, TELLER COUNTY, CO

RAMPART SURVEYS
P.O. Box 5101
Woodland Park, Co. 80866
(719) 687-0920

DRAWING: 03267PP3.DWG PAGE 1 OF 1

March 23, 2023

Woodland Park Planning Commission,

My name is Nancy Thompson. I live at 1314 Firestone Drive in Woodland Park. I have lived in the Stone Ridge Village development since November 1, 2018. My property is at the intersection of Stone Ridge Drive and Firestone Drive.

In summers of 2019-2021, with the onset of the monsoon season and the heavy rain storms, I observed that the storm water came across the service road that was the unfinished portion of Stone Ridge Drive, and flow down the embankment that is along the proposed lot now identified as Plot 1. There is a natural wash through that property, the lowest point in this immediate area. The wash widens as it goes north and the storm water was naturally dispersed in the area behind the homes along Firestone without causing problems.

In the summer of 2022, the service road (that has become the continuation of Firestone Drive) was graded and utility lines were installed. With that change came the buildup of the embankment along the road. At the same time, damage was done to the embankment along the side of our property. The result was that the storm water now began to run through our backyard. In response, the construction company installed "silt fences" and "wattles" to control the runoff.

The construction people were helpful and assured me that, once the road was completed and the gutters with a vertical curb were installed, there would be no further storm runoff problems. As I look at the natural contour of the land, I can see that, once lot #1 is developed, there will be a driveway that will interrupt the water control of the gutter. If the lot is recontoured, the lowest portion of land will be my backyard. The storm runoff will no longer go through the water shed, but will, instead, go through my yard and into the yards of my neighbors. You can understand that I am concerned about damage to my landscaping and the value of my property.

My questions are:

Was the divergence of storm water away from a natural water shed researched?

Who did the research/study?

What were the findings?

I have attached a portion of the Stoneridge Home Owners Association Covenants which I believe addresses a portion of this issue.

Thank you for your consideration,

Dr. Nancy E. Thompson

Section 5.13 Grading Patterns

No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original, approved finish grading plan except after first obtaining the prior consent and approval of the Declarant. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any construction, grading or swales should direct surface waters to a drainage easement or to the street, including a Private Road. Surface waters should not be concentrated and directed differently than the historic direction of flow. Special attention should be paid to the revegetation of approved grades, cuts, and fills to eliminate erosion.



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Aaron Vassalotti, Finance Director

DATE: April 20, 2023

SUBJECT: Approval of Ordinance No. 1445, Series 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. (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 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.

DISCUSSION:

Tonight is the second reading for Public Hearing. Based on Council discussion during the initial posting, Ordinance No. 1445 has been updated to reflect the following changes:

1. 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 monthly basis beginning July 1, 2023.

2. 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 \$50.00 for a second offense within two years; and a fine of \$100.00 for a third or subsequent offense within two years.

RECOMMENDATION:

ATTACHMENTS: 1. Ordinance 1145 Woodland Park - Plastic Pollution Reduction Act 99

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 monthly basis beginning July 1, 2023; 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 \$50.00 for a second offense within two years; and a fine of \$100.00 for a third or subsequent offense within two 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 20th 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 20, 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) (Continuance of Council deliberation, from the April 6, 2023 Council Meeting - Public Testimony has been concluded)
(Presenter, CJ Gates, Senior Planner)

BACKGROUND: City Council opened a public hearing on this item at the April 6, 2023 meeting and continued this item to the April 20, 2023 meeting. Attached is the proposed Ordinance and additional information submitted by by citizens.

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. A. Ordinance 1444 Verizon Macro Facility SUP
2. American Cancer email and attachments
3. Brandt Comments 2023-0413
4. Verizon email to Council
5. VW Macro SUP CC Staff Report 4-20
6. D. Verizon Wireless Macro Facility - SUP Application - Redline Comments 4-20
7. B. 2023.03.09 PC Minutes - Unsigned 4-20

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

Let your voice be heard! Join the conversation at [What's Up Woodland Park!](#)

From: Dawn Neal <dccneal@gmail.com>
Sent: Wednesday, April 12, 2023 4:25 PM
To: Suzanne Leclercq <sleclercq@city-woodlandpark.org>
Subject: Cell Towers

[EXTERNAL]

Suzanne, please forward this article to Council members. The Source, American Cancer Society, is valid.

Thanks!
Dawn Neal

Sent from [Mail](#) for Windows

Cell Phone Towers

The widespread use of cell phones in recent decades has led to a large increase in the number of cell phone towers (also known as **base stations**) being placed in communities. These towers have electronic equipment and antennas that receive and transmit cell phone signals using [radiofrequency \(RF\) waves](#)¹.

Cell phone towers are still relatively new, and many people are understandably concerned about whether the RF waves they give off might possibly have health effects.

At this time, there's no strong evidence that exposure to RF waves from cell phone towers causes any noticeable health effects. However, this does not mean that the RF waves from cell phone towers have been proven to be absolutely safe. Most expert organizations agree that more research is needed to help clarify this, especially for any possible long-term effects.

How do cell phone towers expose people to RF waves?

Cell phone base stations can be free-standing towers or mounted on existing structures, such as trees, water tanks, or tall buildings. The antennas need to be high enough to adequately cover a certain area. Base stations are usually from 50 to 200 feet high.

Cell phones communicate with nearby cell towers mainly through RF waves, a form of energy in the electromagnetic spectrum between FM radio waves and microwaves. Like FM radio waves, microwaves, visible light, and heat, they are forms of **non-ionizing radiation**. This means they do not directly damage the DNA inside cells, which is how stronger (**ionizing**) types of radiation such as [x-rays](#), [gamma rays](#)², and [ultraviolet \(UV\) rays](#)³ are thought to be able to cause cancer.

ELECTROMAGNETIC SPECTRUM

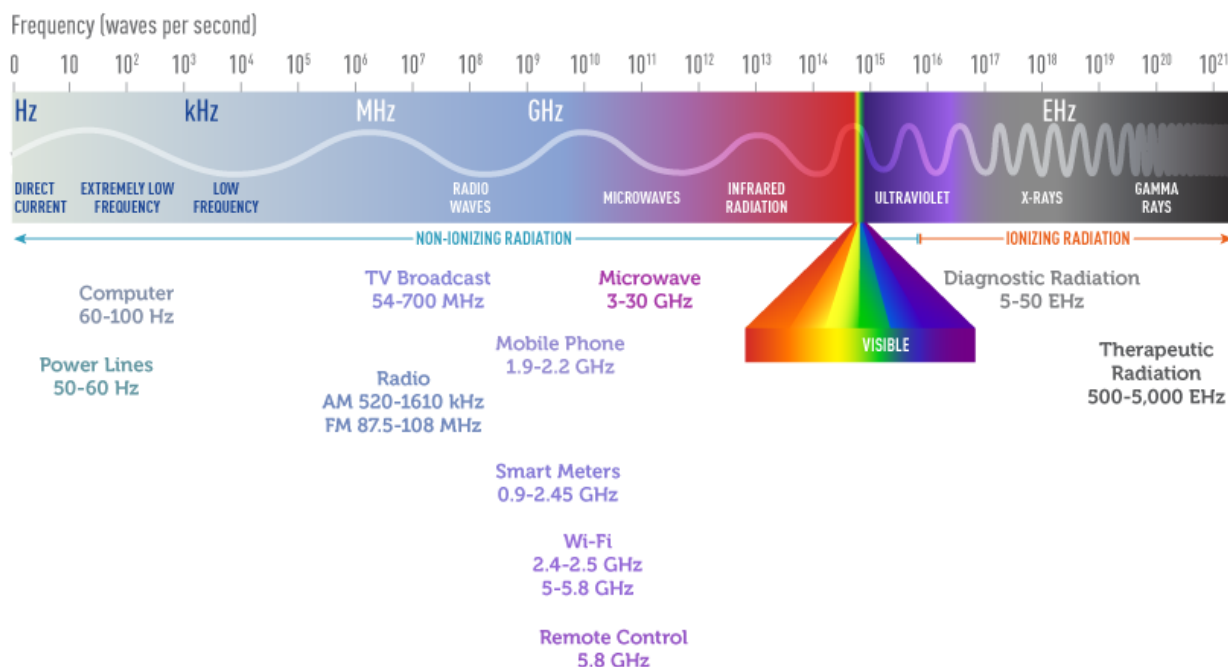


Image credit: National Cancer Institute

The electromagnetic spectrum illustration above shows the possible frequencies of electromagnetic energy, ranging from extremely low frequencies (such as those from power lines) to extremely high frequencies (such as x-rays and gamma rays), and includes both non-ionizing and ionizing radiation.

At very high levels, RF waves can heat up body tissues. But the levels of energy used by cell phones and towers are much lower.

When a person makes a cell phone call, a signal is sent from the phone's antenna to the nearest base station antenna. The base station responds to this signal by assigning it an available RF channel. RF waves transfer the voice information to the base station. The voice signals are then sent to a switching center, which transfers the call to its destination. Voice signals are then relayed back and forth during the call.

When RF signals are transmitted back and forth to the base station during calls, the RF waves produced at the base station are given off into the environment, where people can be exposed to them.

On the ground near a cell phone tower

RF waves from a cell phone tower antenna, like those from other telecommunication antennas, are directed toward the horizon (parallel to the ground), with some downward scatter. Base station antennas use higher power levels than other types of land-mobile antennas, but much lower levels than those from radio and television broadcast stations. The amount of energy from RF waves decreases rapidly as the distance from the antenna increases. As a result, the level of exposure to RF waves at ground level is much lower than the level close to the antenna.

At ground level near typical cellular base stations, the amount of energy from RF waves is hundreds to thousands of times less than the limits for safe exposure set by the US Federal Communication Commission (FCC) and other regulatory authorities. It is very unlikely that a person could be exposed to RF levels in excess of these limits just by being near a cell phone tower.

On a roof with a cellular antenna

When a cellular antenna is mounted on a roof, it is possible that a person on the roof could be exposed to RF levels greater than those typically encountered on the ground. But even then, exposure levels approaching or exceeding the FCC safety guidelines are only likely to be found very close to and directly in front of the antennas. If this is the case, access to these areas should be limited.

Indoors with a base station mounted on the outside of the building

The level of energy from RF waves inside buildings where a base station is mounted is typically much lower than the level outside, depending on the construction materials of the building. Antennas are pointed away from the side of the building, and the energy level **behind** the antenna is hundreds to thousands of times lower than in front. On top of this, wood or cement block reduces the exposure to energy from RF waves by a factor of about 10. Therefore, if an antenna is mounted on the side of a building, the exposure level in the room directly behind the wall is typically well below the recommended exposure limits.

Near a 5G base station

Newer, smaller versions of base stations (often referred to as **small cells**), which are part of fifth generation (5G) cellular networks, are discussed below.

Do cell phone towers cause cancer?

Some people have expressed concern that living, working, or going to school near a cell phone tower might increase the risk of cancer or other health problems. At this time, there isn't a lot of evidence to support this idea. Still, more research is needed to be sure.

What expert agencies say

The American Cancer Society (ACS) does not have any official position or statement on whether or not radiofrequency (RF) radiation from cell phones, cell phone towers, or other sources is a cause of cancer. ACS generally looks to other expert organizations to determine if something causes cancer (that is, if it is a carcinogen), including:

- The **International Agency for Research on Cancer (IARC)**, which is part of the World Health Organization (WHO)
- The **US National Toxicology Program (NTP)**, which is formed from parts of several different government agencies, including the National Institutes of Health (NIH), the Centers for Disease Control and Prevention (CDC), and the Food and Drug Administration (FDA)

Other major organizations might also comment on the ability of certain exposures to cause cancer.

What they say about cell phone towers

So far, neither IARC nor the NTP have classified the cancer-causing potential of RF waves from cell phone towers specifically. However, some other agencies have commented on cell tower safety.

The **US Federal Communications Commission (FCC)** has said this about cell phone towers near homes or schools:

“[R]adiofrequency emissions from antennas used for cellular and PCS [personal communications service] transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students.”

What they say about RF radiation in general

Based on a review of studies published up until 2011, the **International Agency for Research on Cancer (IARC)** has classified RF radiation as “possibly carcinogenic to humans,” based on limited evidence of a possible increase in risk for brain tumors among cell phone users, and inadequate evidence for other types of cancer. (For more information on the IARC classification system, see [Known and Probable Human Carcinogens](#)⁴.)

More recently, the **US Food and Drug Administration (FDA)** issued a technical report based on results of studies published between 2008 and 2018, as well as national trends in cancer rates. The report concluded: “Based on the studies that are described in detail in this report, there is insufficient evidence to support a causal association between radiofrequency radiation (RFR) exposure and [tumor formation].”

So far, the **National Toxicology Program (NTP)** has not included RF radiation in its *Report on Carcinogens*, which lists exposures that are known to be or reasonably anticipated to be human carcinogens.

What studies have shown

Researchers generally use two types of studies when trying to determine if something might cause cancer:

- **Studies looking at groups of people**
- **Studies done in the lab (using lab animals or cell cultures)**

The following is a brief summary of the major studies that have looked at this issue to date. However, this is not a comprehensive review of all studies that have been done.

Studies in people living near cell phone towers

So far, not many studies in people have focused specifically on cellular phone towers and cancer risk, and the results of these studies have not provided clear answers.

- A large British study comparing families of young children with cancer with families of children without cancer found no link between a mother’s exposure to the towers during pregnancy (based on the distance from the home to the nearest tower and on the amount of energy from RF waves given off by nearby towers) and the risk of early childhood cancer.

- Researchers in Taiwan compared children with cancer to a group of similar children without cancer. They found slightly higher overall risk of cancer in those who lived in towns that had an estimated RF exposure from cell phone towers that was above the midpoint level in the study. However, this finding was less apparent when RF exposure was categorized in other ways.

Both of these studies relied on estimates of RF exposure. Neither of them measured the actual exposure of people to RF waves from nearby cell phone towers. This limitation makes it harder to know what the results of these studies might mean.

Studies looking at cell phone use

The amount of exposure from living near a cell phone tower typically is many times lower than the exposure from using a cell phone. Several dozen studies have looked at possible links between cell phone use and tumors in people. Most studies to date have not found a link between cell phone use and cancer, although these studies have had some important limitations. This is an area of active research. For more information, see [Cellular \(Cell\) Phones⁵](#).

Lab studies on RF waves

RF waves given off by cell phone towers don't have enough energy to damage DNA directly or to heat body tissues. Because of this, it's not clear how cell phone towers might be able to cause cancer. Some studies have found possible increased rates of certain types of tumors in lab animals exposed to RF radiation, but overall, the results of these types of studies have not provided clear answers so far.

Large studies published in 2018 by the US National Toxicology Program (NTP) and by the Ramazzini Institute in Italy exposed groups of lab rats (as well as mice, in the case of the NTP study) to RF waves over their entire bodies for many hours a day, starting before birth and continuing for most or all of their natural lives. Both studies found an increased risk of uncommon heart tumors called malignant schwannomas in male rats, but not in female rats (nor in male or female mice, in the NTP study). The NTP study also reported possible increased risks of certain types of tumors in the brain and in the adrenal glands.

While both of these studies had strengths, they also had limitations that make it hard to know how they might apply to humans being exposed to RF waves from cell phone towers. A 2019 review of these two studies by the International Commission on Non-Ionizing Radiation Protection (ICNIRP) determined that the limitations of the studies

didn't allow conclusions to be drawn regarding the ability of RF energy to cause cancer.

Still, the results of these studies do not rule out the possibility that the RF waves used in cell phone communication might somehow impact human health.

What about 5G networks?

Fifth generation (5G) cellular networks are now being rolled out in many parts of the United States and in other countries. 5G networks are capable of transmitting much larger amounts of data over shorter periods of time than previous generations (4G, 3G, etc.).

Earlier generation networks have used RF wavelengths below 6 gigahertz (GHz). 5G networks will use some wavelengths in this range, but will also use some higher frequency wavelengths, at the lower end of the **millimeter wave** spectrum (which ranges from 30 GHz to 300 GHz). While these RF waves are higher frequency (higher energy) than those used by older generations, they are still forms of **non-ionizing** radiation, so they still lack the ability to directly damage DNA.

The higher frequency waves used by 5G travel shorter distances and don't go through objects (such as buildings, or even tree leaves) as well as lower frequency waves. Because of this, 5G networks require many more, smaller versions of base stations (often referred to as **small cells**) in some places, especially in densely populated areas. These small cells can be mounted on streetlights, utility poles, buildings, and other structures. This could result in the antennas being closer to people, although small cells typically operate at much lower power levels than the larger (macro) base stations.

The addition of the higher wavelengths from 5G networks could also expose people to more RF waves overall.

At the same time, these higher frequency RF waves are less able to penetrate the body than lower frequency waves, so in theory they might be less likely to have any potential health effects. But so far this issue has not been well studied.

At this time, there has been very little research showing that the RF waves used in 5G networks are any more (or less) of a concern than the other RF wavelengths used in cellular communication.

Hyperlinks

1. www.cancer.org/healthy/cancer-causes/radiation-exposure/radiofrequency-

- [radiation.html](#)
2. www.cancer.org/healthy/cancer-causes/radiation-exposure/x-rays-gamma-rays.html
 3. www.cancer.org/healthy/cancer-causes/radiation-exposure/uv-radiation.html
 4. www.cancer.org/healthy/cancer-causes/general-info/known-and-probable-human-carcinogens.html
 5. www.cancer.org/healthy/cancer-causes/radiation-exposure/cellular-phones.html
 6. <http://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>
 7. <http://www.fda.gov/radiation-emitting-products/home-business-and-entertainment-products/cell-phones>
 8. <http://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/cell-phones-fact-sheet>
 9. <http://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet>
 10. <http://www.niehs.nih.gov/health/topics/agents/emf/index.cfm>
 11. <http://www.niehs.nih.gov/health/topics/agents/cellphones/index.cfm>
 12. <http://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>
 13. <http://www.fda.gov/radiation-emitting-products/home-business-and-entertainment-products/cell-phones>
 14. <http://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/cell-phones-fact-sheet>
 15. <http://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet>
 16. <http://www.niehs.nih.gov/health/topics/agents/emf/index.cfm>
 17. <http://www.niehs.nih.gov/health/topics/agents/cellphones/index.cfm>

Additional resources

Along with the American Cancer Society, other sources of information include:

Federal Communications Commission RF Safety FAQ: www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety (<http://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>)⁶

Food and Drug Administration Cell Phones: www.fda.gov/radiation-emitting-

products/home-business-and-entertainment-products/cell-phones
(<http://www.fda.gov/radiation-emitting-products/home-business-and-entertainment-products/cell-phones>)⁷

National Cancer Institute Cell Phones and Cancer Risk: www.cancer.gov/about-cancer/causes-prevention/risk/radiation/cell-phones-fact-sheet
(<http://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/cell-phones-fact-sheet>)⁸ Electromagnetic Fields and Cancer: www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet
(<http://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet>)⁹

National Institute of Environmental Health Sciences Electric and Magnetic fields: www.niehs.nih.gov/health/topics/agents/emf/index.cfm
(<http://www.niehs.nih.gov/health/topics/agents/emf/index.cfm>)¹⁰ Cell Phone Radio Frequency Radiation: www.niehs.nih.gov/health/topics/agents/cellphones/index.cfm
(<http://www.niehs.nih.gov/health/topics/agents/cellphones/index.cfm>)¹¹

** Inclusion on this list does not imply endorsement by the American Cancer Society*

Resources

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<https://www.fda.gov/media/135043/download> on March 19, 2020.

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National Council on Radiation Protection (NCRP). 1986. Biological effects and exposure criteria for radiofrequency electromagnetic fields. Report 86, (Bethesda, MD: National Council on Radiation Protection and Measurements) pp. 1-382.

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Last Revised: June 1, 2020

Written by

The American Cancer Society medical and editorial content team
(www.cancer.org/cancer/acs-medical-content-and-news-staff.html)

Our team is made up of doctors and oncology certified nurses with deep knowledge of cancer care as well as journalists, editors, and translators with extensive experience in medical writing.

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A VOICE FOR THE CHILDREN

Verizon has plans to put a 5G tower at the Woodland Park Aquatic Center. The Planning Commission has already approved it and it's now up to the City Council to grant or deny the request. The City has made requests of Verizon to make the tower's structure consistent with the building architecture of the Aquatic Center, which is a positive move. However, the cell tower will be positioned directly next to Gateway Elementary and the High School and will result in negative affects to our children.

There has been significant scientific research brought forward regarding the negative health effects of cell towers and I would encourage you to do your own research. Some sites you can visit are listed below. This tower needs to be placed away from schools, hospitals or areas of dense population where there are no houses or businesses within 1,640 feet (500 meters).

The FCC exposure guidelines were established in 1980 and were based on short-term behavioral studies of rats and monkeys (around 1 hour). The FCC has not conducted a safety study of radiofrequency radiation since 1996. In 2021 the US Court of Appeals for the DC Circuit issued a mandate to the FCC requiring it to consider non-cancer evidence of adverse health effects related to wireless technology. However, they have not complied with the Court's mandate, resulting in further legal action compelling them to do so.

If the FCC assures that there are no safety risks associated with these electromagnetic frequencies, why are they avoiding the court's mandate to conduct more thorough safety exposure regulation studies. Particularly given that the frequencies being used today are vastly different from those used in 1996.

Childrens' skulls are much softer than those of adults and are more susceptible to electromagnetic frequency. Numerous health issues, including headaches, confusion, fatigue, stroke, cancer, and infertility have been reported and documented from the frequencies of 2,3,4 and 5G. See resources at EHTrust.org.

Kent Chamberlin, PhD, past chair and Professor Emeritus of Electrical and Computer Engineering at the University of New Hampshire, also served on the 5G Commission. You can go here to watch a 20-minute YouTube video he did about the health effects of radiofrequency. The effects on firefighters, when a tower was placed on their facility, is revealing.

Kent Chamberlin PhD Wireless Health Effects: Cell Towers and 5G

<https://www.youtube.com/watch?v=PI1XDu-KS7E>

The final report of the Commission to Study the Environmental and Health Effects of Evolving 5G technology can be found at Ehtrust.org. Here are some of the highlights:

"On November 1, 2020, the New Hampshire Commission to Study the Environmental and Health Effects of Evolving 5G Technology has released its final report, summarizing its findings that safety assurances for 5G have come into question because of the thousands of peer-reviewed studies documenting deleterious health effects associated with cellphone radiation exposure."

"The majority of the New Hampshire Commission voted to support 15 recommendations to the New Hampshire Governor. Recommendations include: support an independent study of 5G health effects; reduce public exposure to cell phones, wireless devices and replace Wi-Fi with wired--non wireless networks--in schools and libraries; ensure cell network infrastructure antenna setbacks from schools and homes; measure levels of cell network radiation; establish wireless radiation limits to protect trees and insects; establish more sophisticated measurement protocols to include high data rates; require software changes to reduce radiation exposure into the body; establish wireless radiation-free zones; and call on the US Federal Communications

Commission to do an environmental assessment on the impact of 5G and wireless infrastructure expansion.”

That 5G Report recommends US federal agencies coordinate “to protect people, wildlife, and the environment from harmful levels of radiation” and states “until there is Federal action, New Hampshire should take the initiative to protect its environment.” The State of Colorado and Woodland Park need to take that same initiative.

Those of us living in the Woodland Park area need to step up and let Verizon know we do not want these towers near our children’s’ schools or homes. There are other locations where these towers could be placed. The City Council will be hearing this matter at the April 20 meeting beginning at 7:00 pm. I would encourage you to attend the meeting, sign up to speak if you like, and let the Council know how we, the Woodland Park community, feel about this.

Respectfully, Jenavie Brandt

Sites to check out:

- https://www.momsacrossamerica.com/wireless_radiation
- EHTRust.org
- Children's Health Defense
- Mystreetmychoice.org
- Citizensfor5gawareness.org
- Healthy Tech at Home Project

From: Rusty Neal <rneal@city-woodlandpark.org>
Sent: Friday, April 7, 2023 9:34 AM
To: michelle tyler <michelletyler90@yahoo.com>
Cc: Suzanne Leclercq <sleclercq@city-woodlandpark.org>; Michael Lawson <mlawson@city-woodlandpark.org>
Subject: Re: Verizon tower

Dear Ms. Tyler,

Thank you for your letter. Being a Quasi-Judicial (QJ) matter, I will forward your letter to Suzanne Leclercq to have added to the public packet.

Respectfully,
Rusty Neal

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: michelle tyler <michelletyler90@yahoo.com>
Sent: Friday, April 7, 2023 9:23:19 AM
To: Rusty Neal <rneal@city-woodlandpark.org>
Subject: Verizon tower

[EXTERNAL]

Dear Councilman Neal,

I am a resident of Woodland Park and I am also a mother of three young children- two of which attend Gateway Elementary. I am deeply concerned about the proposed site for the Verizon cell tower and its proximity to the school in which my children attend. It seems that the only thing stopping it from being voted no on is the clause that you're unable to vote no based on environmental health-safety concerns. I am writing to see what I can do as a member of the community and a concerned mother to stop this from being built and moved to a different location. I am unable to come speak at a public forum due to lack of childcare but I can't sit by while the well being of my two sons is jeopardized.

To reference points brought up during the council meeting, with cell phones, I have the choice as a parent to not buy them for my young children. With wi-fi, I as a parent get to control how much exposure they receive. With radon, I as a parent can put in a radon mitigation system. With this tower, that choice is taken away from me and my children are exposed 8 hours a day, 5 days a week with a higher exposure level.

I am writing to ask that if you are legally unable to vote no based on safety concerns alone, please vote no based on the potential of surrounding houses losing property value based off of the health effects or based on the neighboring houses behind the building having an obstructed view of Pikes Peak.

This tower can be built elsewhere and still be effective for their business without being a danger to young children who are more susceptible to the risks. We cannot poison our community children out of fear this may go to court. We have to push back. Please consider this is not just a conspiracy theory and it is a valid health concern that is left outdated and unchecked. I beg of you to heavily consider this vote without fear of it going to court.

Sincerely,
Michelle Tyler



City Council Staff Report Public Hearing April 6, 2023

Agenda Item

Department

Presenter

9B

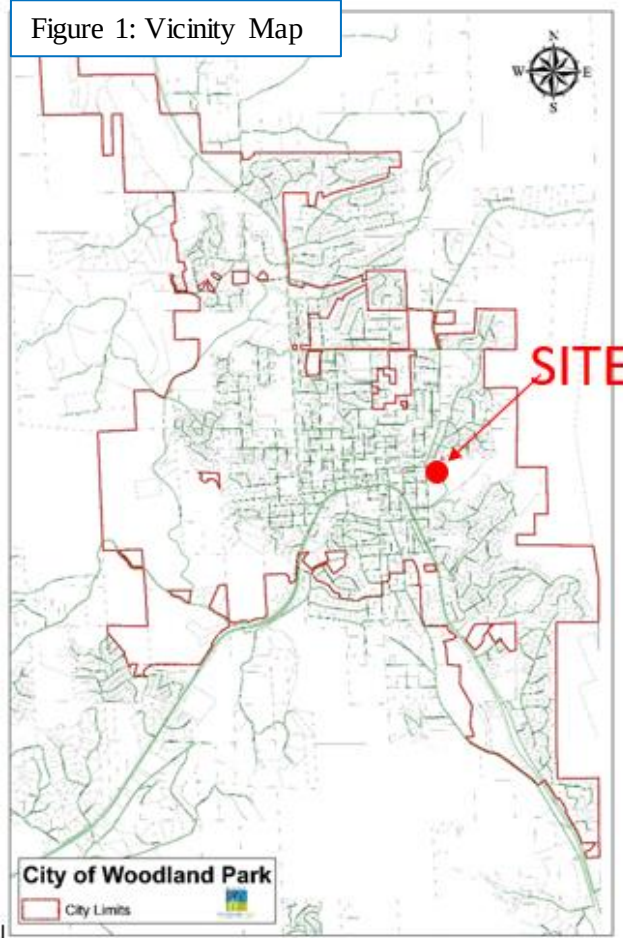
Planning

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

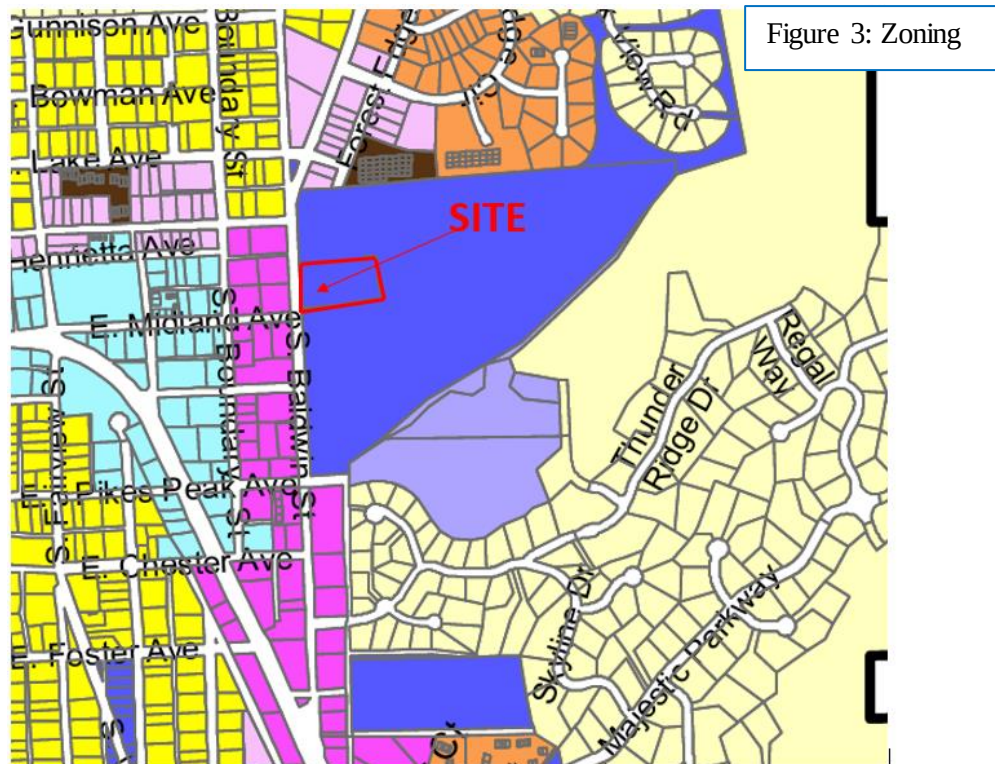


On July 28, 2022 Teller County sent a letter to the applicant regarding public safety concerns associated with Verizon Wireless connectivity issues in all of Teller County. The Teller County Office of Emergency Management, along with the Board of County Commissioners, outlined that the lack of connectivity 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 4a: Aerial of Existing Site

Figure 4b: Proposed Site looking east



Figure 4c: Proposed site looking southeast



Original Proposed Site Plan

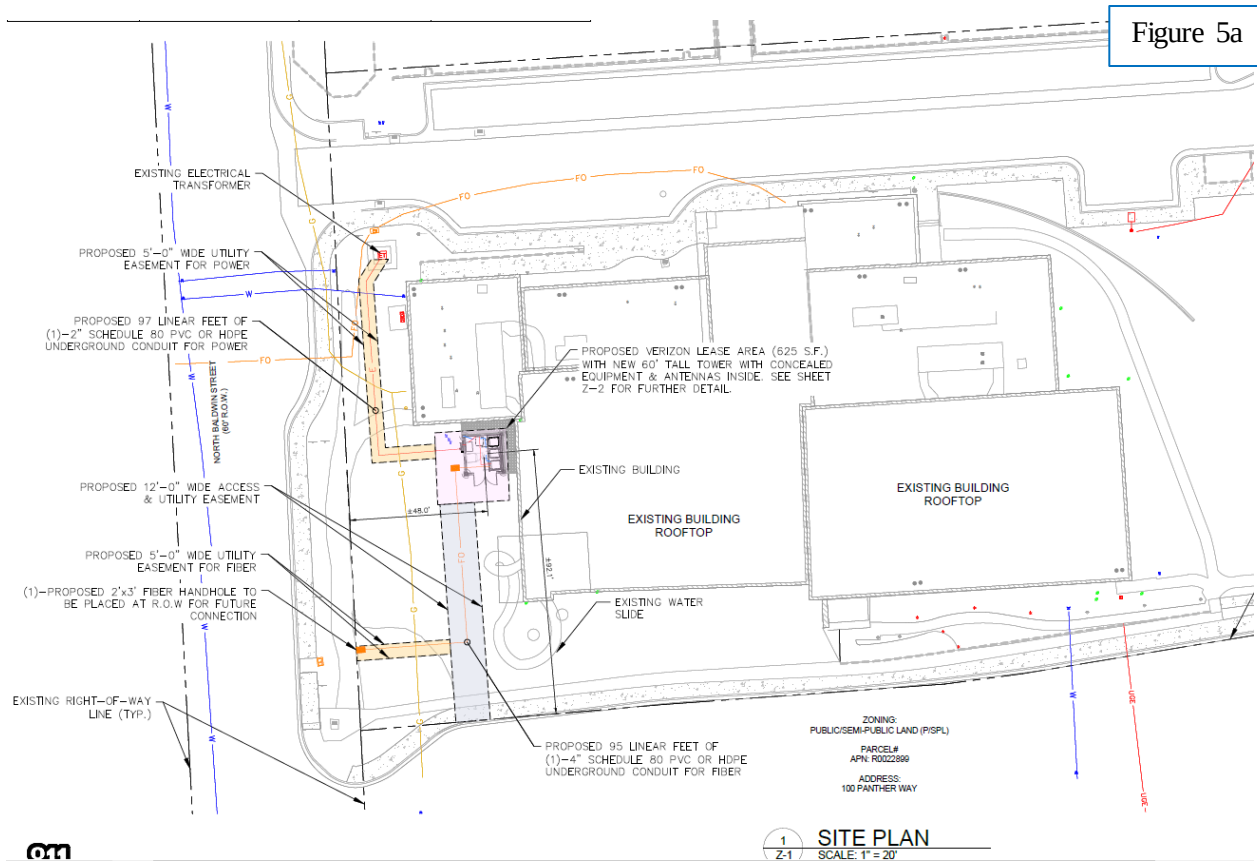
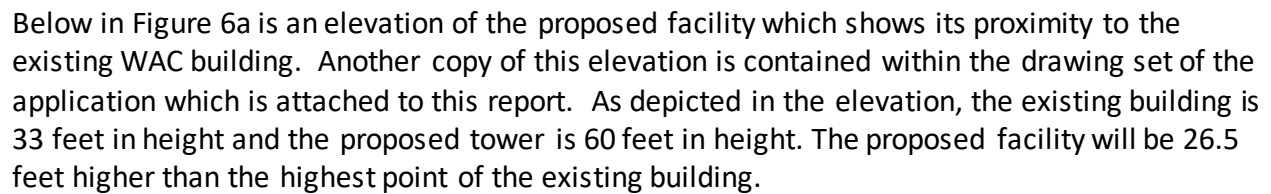


Figure 5a above is the original proposed site plan which is also attached within the application. As noted on figure 5a, the applicant proposed a 5'-0" wide utility easement for power to run from the proposed facility to the existing electrical transformer on the northwest side of the site. The proposed 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.

Figure 5b: Revised proposed site plan



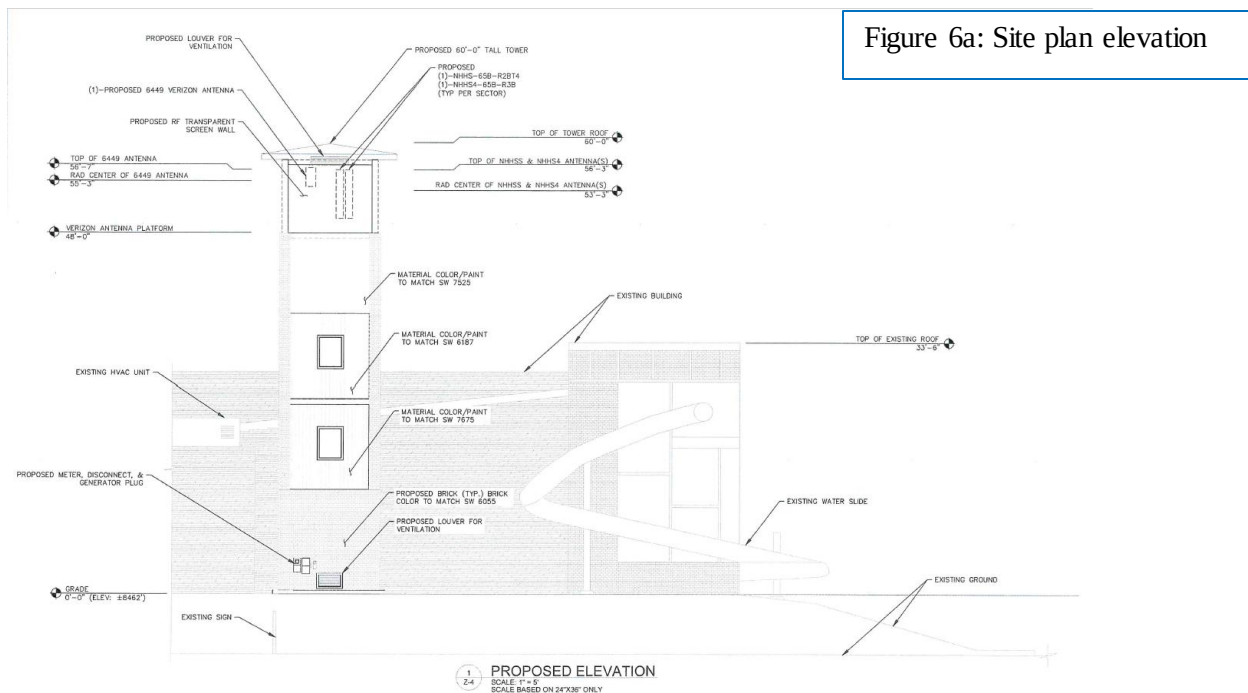


Figure 6b is a color rendering of the proposed tower. Staff asked the applicant to submit this information within the applicant response packet. The rendering shows how the applicant is attempting to match the existing color and architecture of the existing site.

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

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

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.als@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;

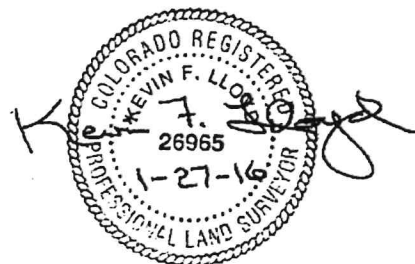
THENCE S86°07'35"W, A DISTANCE OF 98.23 FEET;

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

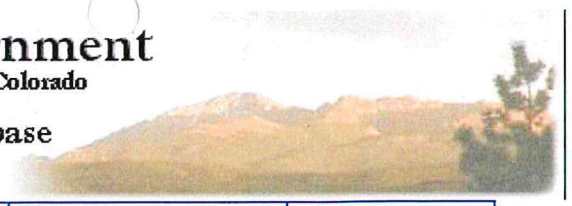




Teller County Government

The Official Site For Teller County, Colorado

Property Records Database



Teller Home	County Offices	Contributing Offices	New Search	Mapping Application	Foreclosures

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

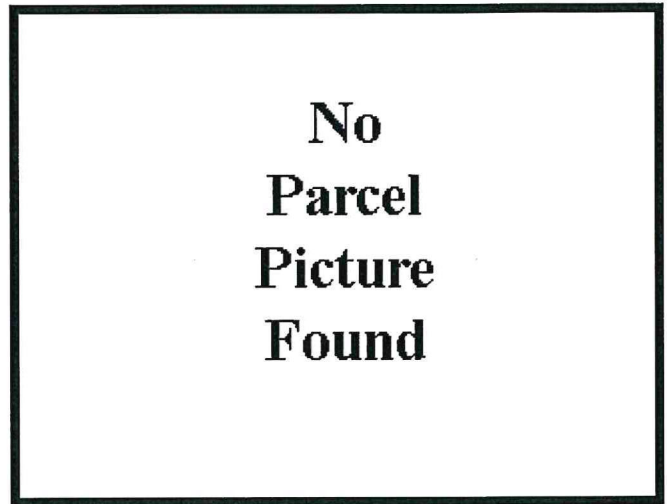
[Show Map](#)

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



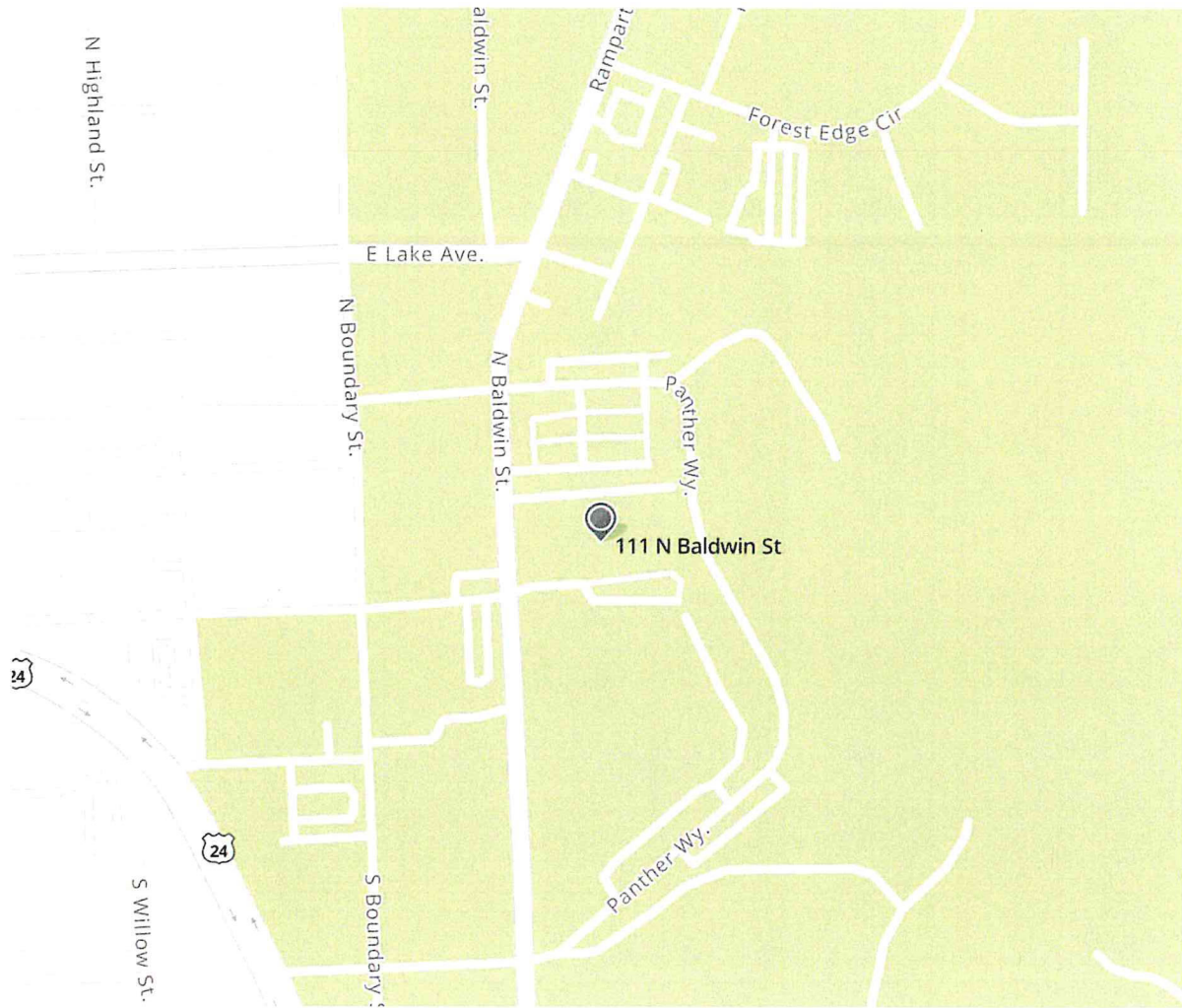
R0056166

Show search results for R0056...

X

Q

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

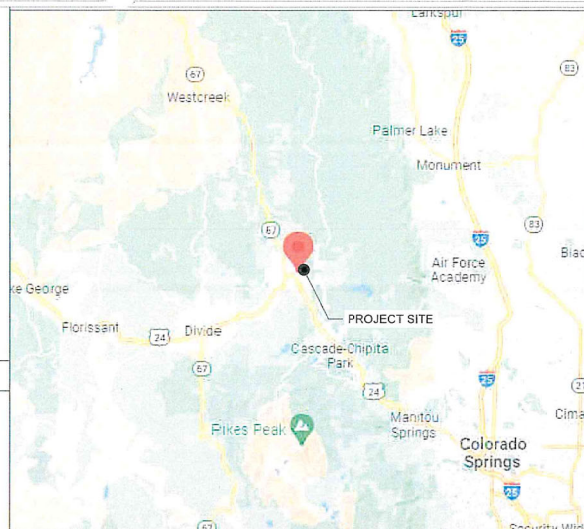
SITE ACQUISITION:
KELLY HARRISON
KAPPA CONSULTING
KHARRISON@YMAIL.COM

PROJECT INFORMATION

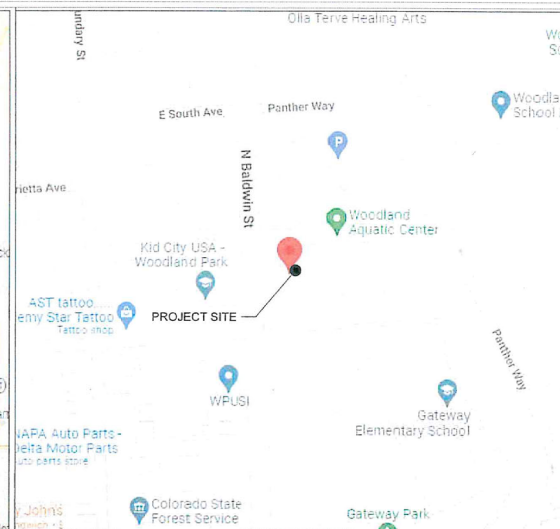
JURISDICTION: CITY OF WOODLAND PARK & (PPRBD) PIKES
PEAK REGIONAL BUILDING DEPARTMENT
ZONING: PUBLIC/ SEM-PUBLIC LAND P/SPL
PARCEL NUMBER: APN: R0056166
ELEVATION: (NAVD 88) ± 8462.0'
STRUCTURE TYPE: STEALTH TOWER
STRUCTURE HEIGHT: 60'-0"
ANTENNA RAD CENTER: 55'-3" & 53'-3"
APPLICANT: VERIZON WIRELESS
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-R3B ANTENNAS
 - INSTALL (3) NHHS4-65B-R2B4 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

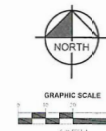
COLOR STANDARDS			
GRAY #1 (E) EASEMENT		ORANGE FIBER	
PURPLE (P) LEASE AREA		TAN ANTENNAS	
BLUE GRAY ACCESS/UTILITY		RED PENETRATIONS	
BLUE #1 HYBRID CABLES/COAX		UMBER (P) UTILITY EASEMENT	
BLUE #2 RRHs		GRAY #2 WALL HATCH	
GREEN DC POWER		GRAY #3 EXISTING	
LEGEND			
GAS LINE		UG ELECTRIC	
FIBER LINE		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: R0022899
ADDRESS
100 PANTHER WAY

ZONING:
PUBLIC/SEM PUBLIC LAND (PSPL)
PARCEL#
APN: R0056106
ADDRESS
111 N BALDWIN ST

ZONING:
PUBLIC/SEM PUBLIC LAND (PSPL)
PARCEL#
APN: R0022899
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

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

SHEET FILE
SITE PLAN

SHEET NUMBER
Z-1

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

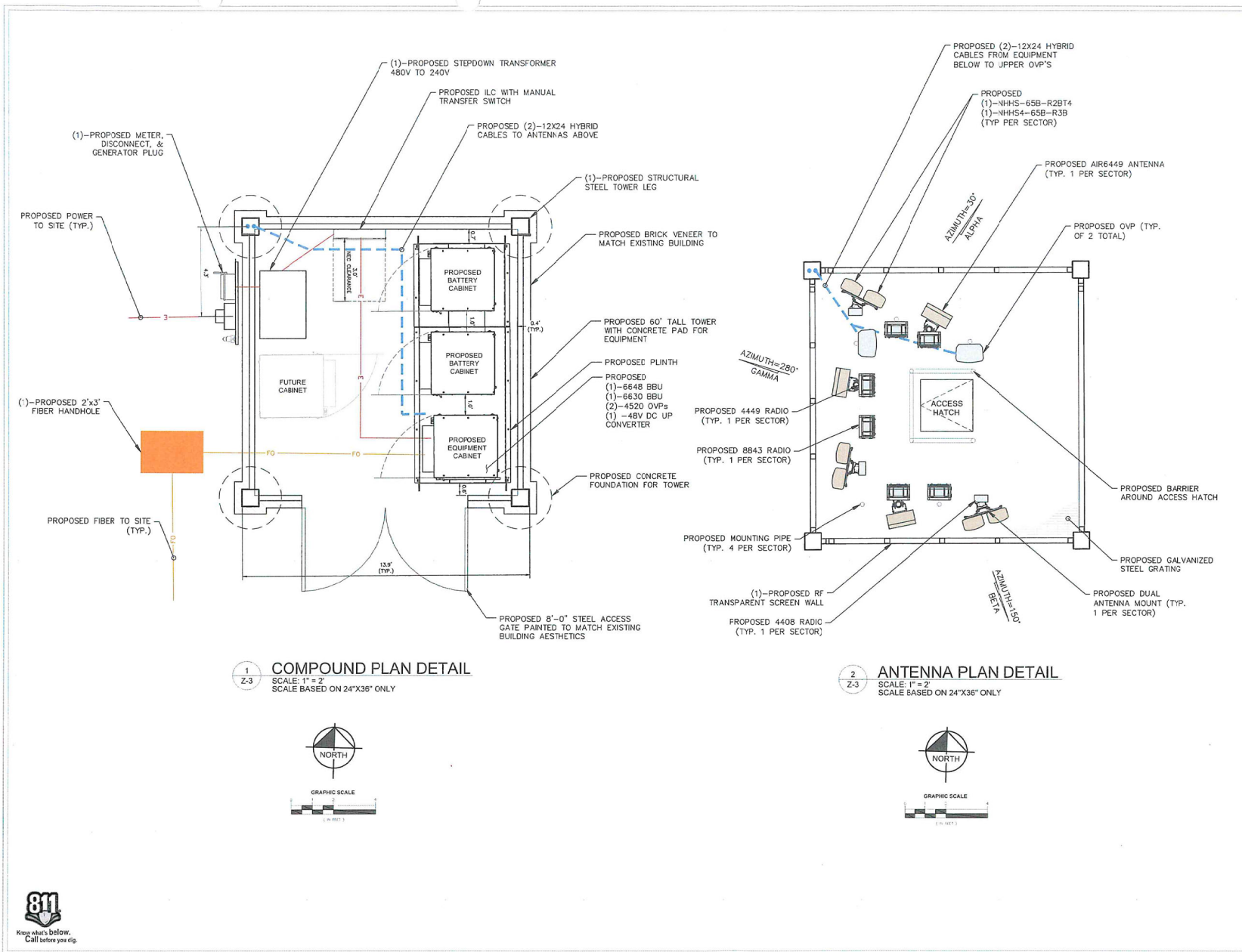
Ensure all proposed fiber and power lines run through existing platted utility easements.

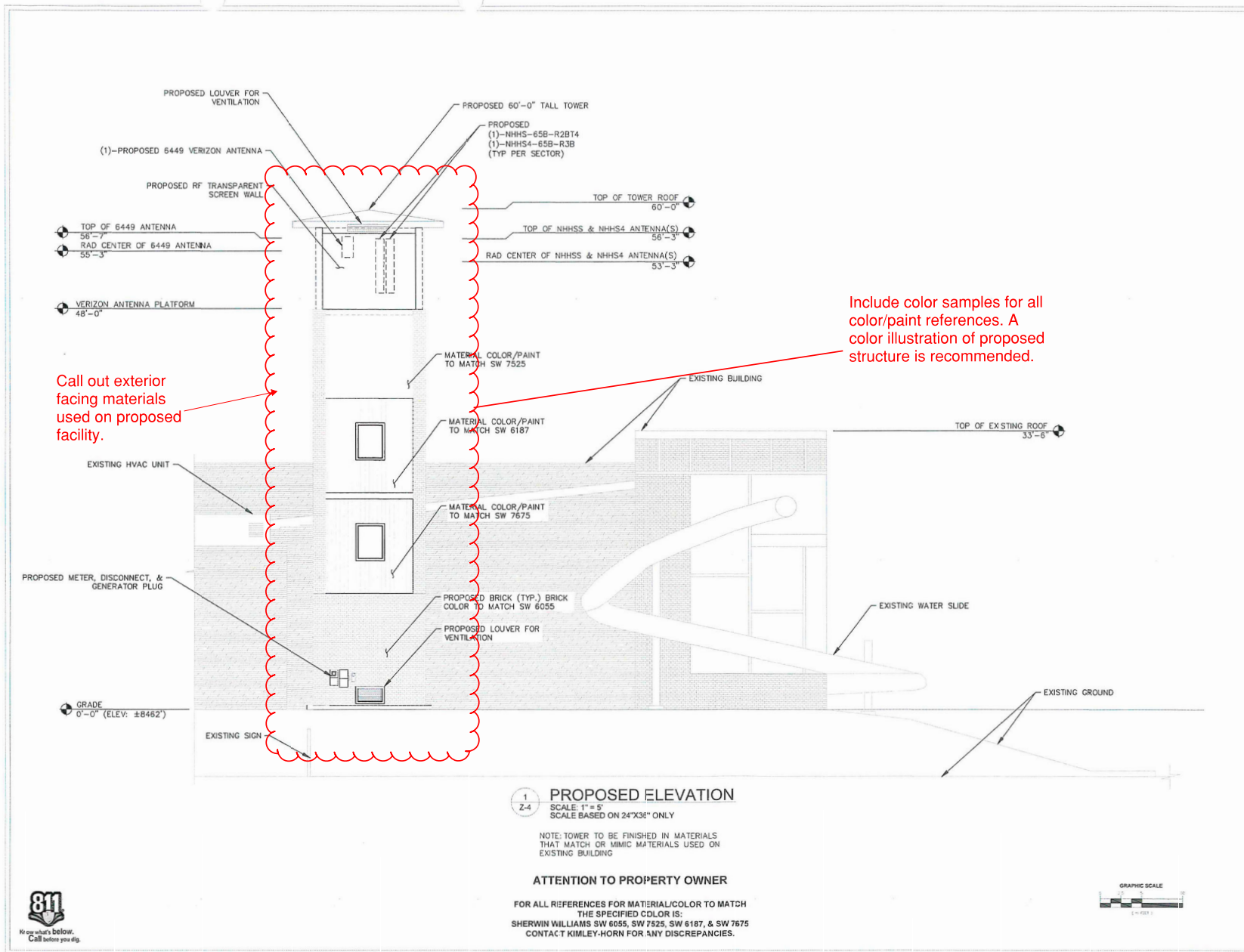
Proposed easement is not designed in compliance with City Code: Per CWP/MC 17.40.170 "Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. Where 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

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 loss conductor 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	Comet RET
RET Interface	SuperNEMA Female / SuperDML 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 / 1 Low band (1) / 1 Mid band (1))
Protocol	SDH/SDSL (Single RET)

NHHS4-65B-R3B

Dimensions

Width	308 mm / 12.13 in
Depth	206 mm / 8.109 in
Length	1620 mm / 71.569 in
Net Weight, without mounting kit	27 kg / 59.525 lb

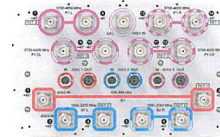
Array Layout

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

Electrical Specifications

Frequency Band, MHz	698-896	896-996	1695-1880	1880-1990	1920-2200	3700-4000
Gain, dBi	15	15.1	12.2	10.1	10.2	15.0
Beamwidth, Horizontal, degrees	64	64	63	61	64	85
Beamwidth, Vertical, degrees	11.5	10.4	2.6	5.3	9	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

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	25	25	25	25	25	25
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	75

Electrical Specifications, BASTA

Frequency Band, MHz	698-896	896-996	1695-1880	1880-1990	1920-2200	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	+0.3	+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
CPS at Beamwidth, dB	23	19	16	21	23	14
CPS 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

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, lateral	301 ft/lb @ 150 km/h (177.4 ft/lb @ 102 km/h)
Wind Loading @ Velocity, lateral	254 ft/lb @ 150 km/h (177.4 ft/lb @ 102 km/h)
Wind Loading @ Velocity, maximum	670 ft/lb @ 150 km/h (143.4 ft/lb @ 102 km/h)
Wind Loading @ Velocity, rear	210 ft/lb @ 150 km/h (177.4 ft/lb @ 102 km/h)
Wind Speed, maximum	247 km/h / 147.3 mph

NHHS4-65B-R3B

Packaging and Weights

Width, packed	402 mm / 15.82 in
Depth, packed	303 mm / 11.93 in
Length, packed	1920 mm / 75.59 in
Weight, gross	31.7 kg / 69.82 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, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 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1502, 1504, 1506, 1508, 1510, 1512, 1514, 1516, 1518, 1520, 1522, 1524, 1526, 1528, 1530, 1532, 1534, 1536, 1538, 1540, 1542, 1544, 1546, 1548, 1550, 1552, 1554, 1556, 1558, 1560, 1562, 1564, 1566, 1568, 1570, 1572, 1574, 1576, 1578, 1580, 1582, 1584, 1586, 1588, 1590, 1592, 1594, 1596, 1598, 1600, 1602, 1604, 1606, 1608, 1610, 1612, 1614, 1616, 1618, 1620, 1622, 1624, 1626, 1628, 1630, 1632, 1634, 1636, 1638, 1640, 1642, 1644, 1646, 1648, 1650, 1652, 1654, 1656, 1658, 1660, 1662, 1664, 1666, 1668, 1670, 1672, 1674, 1676, 1678, 1680, 1682, 1684, 1686, 1688, 1690, 1692, 1694, 1696, 1698, 1700, 1702, 1704, 1706, 1708, 1710, 1712, 1714, 1716, 1718, 1720, 1722, 1724, 1726, 1728, 1730, 1732, 1734, 1736, 1738, 1740, 1742, 1744, 1746, 1748, 1750, 1752, 1754, 1756, 1758, 1760, 1762, 1764, 1766, 1768, 1770, 1772, 1774, 1776, 1778, 1780, 1782, 1784, 1786, 1788, 1790, 1792, 1794, 1796, 1798, 1800, 1802, 1804, 1806, 1808, 1810, 1812, 1814, 1816, 1818, 1820, 1822, 1824, 1826, 1828, 1830, 1832, 1834, 1836, 1838, 1840, 1842, 1844, 1846, 1848, 1850, 1852, 1854, 1856, 1858, 1860, 1862, 1864, 1866, 1868, 1870, 1872, 1874, 1876, 1878, 1880, 1882, 1884, 1886, 1888, 1890, 1892, 1894, 1896, 1898, 1900, 1902, 1904, 1906, 1908, 1910, 1912, 1914, 1916, 1918, 1920, 1922, 1924, 1926, 1928, 1930, 1932, 1934, 1936, 1938, 1940, 1942, 1944, 1946, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054, 2056, 2058, 2060, 2062, 2064, 2066, 2068, 2070, 2072, 2074, 2076, 2078, 2080, 2082, 2084, 2086, 2088, 2090, 2092, 2094, 2096, 2098, 2100, 2102, 2104, 2106, 2108, 2110, 2112, 2114, 2116, 2118, 2120, 2122, 2124, 2126, 2128, 2130, 2132, 2134, 2136, 2138, 2140, 2142, 2144, 2146, 2148, 2150, 2152, 2154, 2156, 2158, 2160, 2162, 2164, 2166, 2168, 2170, 2172, 2174, 2176, 2178, 2180, 2182, 2184, 2186, 2188, 2190, 2192, 2194, 2196, 2198, 2200, 2202, 2204, 2206, 2208, 2210, 2212, 2214, 2216, 2218, 2220, 2222, 2224, 2226, 2228, 2230, 2232, 2234, 2236, 2238, 2240, 2242, 2244, 2246, 2248, 2250, 2252, 2254, 2256, 2258, 2260, 2262, 2264, 2266, 2268, 2270, 2272, 2274, 2276, 2278, 2280, 2282, 2284, 2286, 2288, 2290, 2292, 2294, 2296, 2298, 2300, 2302, 2304, 2306, 2308, 2310, 2312, 2314, 2316, 2318, 2320, 2322, 2324, 2326, 2328, 2330, 2332, 2334, 2336, 2338, 2340, 2342, 2344, 2346, 2348, 2350, 2352, 2354, 2356, 2358, 2360, 2362, 2364, 2366, 2368, 2370, 2372, 2374, 2376, 2378, 2380, 2382, 2384, 2386, 2388, 2390, 2392, 2394, 2396, 2398, 2400, 2402, 2404, 2406, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2424, 2426, 2428, 2430, 2432, 243

NHHSS-65B-R2BT4



10-port sector antenna, 2x 6/98-6/96, 4x 16/95-2/20/0 and 4x 3/100-4/200 MHz, 65° HPBW, 2x RETs and 2x SBTs. Both high bands share the same electrical tilt.

- Perfect antenna for 5G NR, 4G LTE, 3G, 2G, 1G, and 0G.
- Low impedance and low SWR across the entire frequency range.
- Low SWR and high efficiency for all services, both fixed and mobile.
- Internal SBT on low and high band allow remote RET control from the base station.
- Over 1000 and over 1000 RET. Both high bands are controlled by one RET (remote tilt) for 1000 RET.

General Specifications

Antenna Type	Sector
Band	10/100/100
Color	10/100/100
Grounding Type	RF connector outer conductor and body grounded to reflector and mounting bracket.
Performance Note	Outdoor usage.
Radiation Material	Fiberglass, 40% moisture.
Reflector Material	Low loss conductive material.
RF Connector Interface	Aluminum.
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

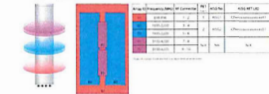
Remote Electrical Tilt (RET) Information

RET Interface	Control RET
RET Interface	As input connector at per IEC 60320-1 (except in 10/100/100) Power Pin 1: RET, Pin 2: RET, Pin 3: RET, Pin 4: RET, Pin 5: RET, Pin 6: RET, Pin 7: RET, Pin 8: RET, Pin 9: RET, Pin 10: RET.

NHHSS-65B-R2BT4

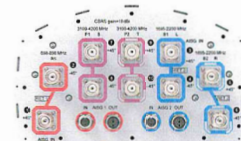
RET Interface, quantity	2 female / 2 male
Input Voltage	10/100/100
Internal RET	High band (2) / 1 Low band (2)
Power Consumption, active state, maximum	10 W
Power Consumption, idle state, maximum	2 W
Protocol	SDP/RS232 (Single RET)
Dimensions	
Width	201 mm / 7.91 in
Depth	181 mm / 7.12 in
Length	1028 mm / 40.47 in
Net Weight, without mounting kit	23.1 kg / 50.91 lb

Array Layout



Port Configuration

NHHSS-65B-R2BT4



Electrical Specifications

Impedance	50 ohm
Operating Frequency Band	10/100 - 2/200 MHz / 3/100 - 4/200 MHz / 10/100 - 10/100 MHz
Polarization	Vertical
Total Input Power, maximum	1000 W (at 30°C)

Electrical Specifications

Frequency Band, MHz	4/100-4/200	4/100-4/200	10/100-10/100	10/100-10/100	10/100-10/100	10/100-10/100	10/100-10/100	10/100-10/100	10/100-10/100
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	5.2	4.9	
Beam Tilt, degrees	0-14	0-14	0-7	0-7	4	4	4	4	
USL (First Lobe), dB	18	15	16	16	18	17	17	18	
Front-to-Back Ratio at 180°, dB	29	29	34	33	37	30	32	29	
Isolation, Cross Polarization, dB	25	25	25	25	25	25	25	25	
Isolation, Inter-band, dB	25	25	25	25	25	25	25	25	
VSWR / Return Loss, dB	1.1/19	1.1/19	1.1/19	1.1/19	1.1/19	1.1/19	1.1/19	1.1/19	
PSR, 1st Order, 2 x 20 W, dB	-103	-103	-103	-103	-103	-103	-103	-103	

NHHSS-65B-R2BT4

Input Power per Port at 30°C, maximum, W	200	200	200	200	200	200	200	200	200
Electrical Specifications, BASTA									
Frequency Band, MHz	4/100-4/200	4/100-4/200	10/100-10/100	10/100-10/100	10/100-10/100	10/100-10/100	10/100-10/100	10/100-10/100	10/100-10/100
Gain by all Beam Tilt, average, dBi	14.6	14.6	17	17.3	17.7	17.3	17	17.3	
Gain by all Beam Tilt, tolerance, dBi	+0.4	+0.4	+0.6	+0.2	+0.4	+0.6	+0.7	+0.5	
Gain by Beam Tilt, average, dBi	17.1/18	17.1/18	17.1/18	17.1/18	17.1/18	17.1/18	17.1/18	17.1/18	
Gain by Beam Tilt, tolerance, dBi	+0.4	+0.4	+0.6	+0.2	+0.4	+0.6	+0.7	+0.5	
Beamwidth, Horizontal, degrees	+1.7	+1.3	+1.2	+1.1	+1.2	+1.1	+1.2	+1.1	
Beamwidth, Vertical, degrees	+0.6	+0.8	+0.2	+0.2	+0.4	+0.4	+0.3	+0.4	
USL, beamwidth to 20° above beampeak, dB	18	16	14	15	17	14			
Front-to-Back Total Power at 180°, dB	22	25	25	25	24	25	25	24	
CPH at Sidelobe, dB	24	17	16	21	19	15	17	14	
CPH at Sector, dB	32	6	11	10	6	8	9	7	

Mechanical Specifications

Wind Loading @ Velocity, frontal	2360 N (g) / 530 lbf (g) / 108 km/h
Wind Loading @ Velocity, lateral	2360 N (g) / 530 lbf (g) / 108 km/h
Wind Loading @ Velocity, medium	2360 N (g) / 530 lbf (g) / 108 km/h
Wind Loading @ Velocity, rear	2360 N (g) / 530 lbf (g) / 108 km/h
Wind Speed, maximum	214 km/h / 144.7 mph

Packaging and Weights

Width, packed	193 mm / 7.6 in
Depth, packed	441 mm / 17.36 in
Length, packed	237 mm / 9.33 in
Weight, gross	35.1 kg / 77.3 lb

Regulatory Compliance/Certifications

Agency	Certification
CE, FCC, IC, etc.	At least maximum (maximum value)

NHHSS-65B-R2BT4

Compliant/Exempted

Included Products

- Wide Profile Antenna Element Mounting Kit for 2.4 - 5.1 m (6.9 - 16.7 m) (6000 mm) height.
- Kit contains one tower top bracket and one bottom bracket set.

* Footnotes

Performance Note: Severe environmental conditions may degrade optimum performance.



NHHSS-65B-R2BT4 ANTENNA SPEC SHEETS
SCALE: N.T.S.

verizon

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

PLANS PREPARED BY

Kimley»Horn

4582 S ULSTER ST. #1500
DENVER, CO 80237
PHONE (303) 226-6300
WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION BY

C	12/05/22	CSP KELLY NSB D06	JOH
B	10/24/22	CSP KELLY NSB D06	BAB
A	09/27/22	CSP KELLY NSB D06	BAB

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BAB MFF

196015042

ENGINEER SEAL

PROJECT INFORMATION

CSP KELLY NSB

ADDRESS TBD

WOODLAND PARK, CO 80863

TELLER COUNTY

SHEET TITLE

ANTENNA SPEC SHEETS

SHEET NUMBER

Z-6

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

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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 is based on the new design, support many parameters and power efficiency, and comes in a medium size 3UFR radio profile.

Radio 4408 has, by use of its small and small dimensions, support for a wide range of mounting scenarios and can be integrated in many different scenarios. With the Radio 4408, Emerson can also provide more space for the future radio portfolio.

Supporting existing Radio 4400 and 4408, the new Radio 4408 is a small and efficient single and dual-band radio with 3UFR dimensions.

Radio 4408 supports installations with integrated or external antenna systems and can be used in the same way as the other Radio 4400 series.

Radio 4408 supports LTE TDD and LTE FDD. The radio is designed for 4x4 MIMO and 4x4 MIMO.



Enter on the right side you can see a picture of the Radio 4408 mounted on a clamp pole. The picture shows a view from the back of the Radio 4408. The support antenna system for the radio and antenna system are not included.



Technical specifications for Radio 4408	
FREQUENCY BANDS	Radio 4408 B13 B5 B7 B7D B7E
CARRIER CAPACITY	Up to 192 carriers, up to 192MHz carrier bandwidth
RF POWER	320W
MAXIMUM	4x4 MIMO
DATA RATE	4x4 MIMO
INTERFACED SPECIFICATIONS	
Carrier capacity	4x4 MIMO
Carrier bandwidth	2x 100MHz (200MHz total)
Carrier power	320W
Carrier frequency	4x4 MIMO
MECHANICAL SPECIFICATIONS	
Height	15.9 in
Width	16.1 in
Depth	10.8 in
Weight	88.0 lbs
ELECTRICAL SPECIFICATIONS	
Power supply	-48VDC (VDD) 200W
Power consumption	1360W (80%TX-20%RX)
ENVIRONMENTAL SPECIFICATIONS	
Operating temperature	-40 to +55 C (Incl Solar Load)
Relative humidity	5 to 95%
Shock	4000g (1000g per axis)

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
no protruding items	15 in (381 mm)	13.2 in (335 mm)	11.1 in (282 mm)	75 lbs (34.0 Kg)
w/ protruding items	18 in (457 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



Portrait Mount Only

Now confirmed max measurements/ will not exceed

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:
 - 4x60W 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
no protruding items	15 in (381 mm)	13.2 in (335 mm)	9.3 in (236 mm)	70 lbs (31.7 Kg)
w/ protruding items	18 in (457 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



Portrait Mount Only



Now confirmed max measurements/ will not exceed

2019-05-11 | Page 6

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

verizon

10000 PARK MEADOWS DRIVE,
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REV. DATE DESCRIPTION BY

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196015042

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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	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;

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.

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



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: April 20, 2023

SUBJECT: Approval of Resolution No. 904, Series 2023, a Resolution Approving an Amendment to the Woodland Park Downtown Development Authority Plan of Development. (QJ)
(Presenter Planning Director Karen Schminke)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

1. Resolution 904 Series 2023 - approving DDA Plan amendment (Woodland Station)
2. Plan of Development Resolution 904 Attachment

**CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 904, SERIES 2023**

**A RESOLUTION APPROVING AN AMENDMENT TO THE WOODLAND
PARK DOWNTOWN DEVELOPMENT AUTHORITY PLAN OF
DEVELOPMENT**

WHEREAS, the Colorado Law Regarding Downtown Development Authorities, Part 8 of Article 25 of Title 31 (the “Act”) provides for the establishment and operation of Downtown Development Authorities; and

WHEREAS, by Resolution No. 571, Series 2002, the City Council approved the Woodland Park Downtown Development Authority Foundation Plan; and

WHEREAS, the Foundation Plan constitutes the plan of development as defined at C.R.S. § 31-25-802(6.6) and as required by C.R.S. § 31-25-807(4) (the “Plan”); and

WHEREAS, the Board of Directors of the Downtown Development Authority (the “Board”) has recommended certain amendments to the Plan to incorporate an updated development plan for Woodland Station; and

WHEREAS, the proposed amendment constitutes a “substantial modification” of the Plan of Development as contemplated in C.R.S. § 31-25-807(4)(c); and

WHEREAS, the Board supports the proposed amendment to the Plan; and

WHEREAS, the Planning Commission reviewed the proposed amendment to the Plan at a public meeting held on April 13, 2023 and City Council has been advised of Planning Commission’s recommendation regarding the proposed amendment to the Plan; and

WHEREAS, City Council conducted a public hearing and reviewed the proposed amendment to the Plan pursuant to the procedural and notice requirements of the Act; and

WHEREAS, City Council desires to approve the proposed amendment to the Plan,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO:

Section 1. The public hearing required by C.R.S. § 31-25-807(4)(c) was held and concluded in conformance with the procedural and notice requirements of the Act.

Section 2. The City Council hereby finds and determines that there is a need to take corrective measures in order to halt or prevent deterioration of property values or structures within the Plan area.

Section 3. The City Council hereby finds and determines that the Plan, as amended, will

afford maximum opportunity, consistent with the sound needs and plans of the City of Woodland Park as a whole for the development or redevelopment of the Plan of Development area by the Woodland Park Downtown Development Authority (“DDA”) and by private enterprise.

Section 4. The Plan shall be amended by the addition of the *Woodland Station Plan of Development* (the “Woodland Station Plan” or “2023 Plan”) in the form attached to this Resolution as **Exhibit A**. The Woodland Station Plan shall be added as Appendix III to the Plan.

Section 5. The City Clerk shall incorporate the Woodland Station Plan into the Plan (as Appendix III) at the earliest practicable date and shall post the Plan (as amended) on the DDA webpage (<https://www.city-woodlandpark.org/284/Downtown-Development-Authority>).

Section 6. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED this __ day of _____, 2023

ATTEST:

CITY OF WOODLAND PARK

By _____
Suzanne Leclercq, City Clerk

By _____
Hilary LaBarre, Mayor

Exhibit A

Woodland Station Plan of Development (2023)
(attached)

Woodland Station Plan of Development

TAVA House Properties, LLC

2023

Summary

TAVA House Properties, LLC (THP) shall proceed with the following Plan of Development (Plan) for the 6.63 acres this is commonly known as “Woodland Station”. While there are other adjacent properties that may eventually be incorporated into the Plan, since THP does not own or control those parcels, our focus for this Plan is just for the Woodland Station property.

Once THP acquires the 6.63 acres, immediate work begins in working with the City of Woodland Park Planning Staff in the form of submittals for Phase I, the TAVA Restaurant facilities. It is the hope of THP that site work can begin late summer of this year, with a grand opening in the summer of 2024.

Phases 2-3 will occur as outlined below, with Phase 4 eventually bringing in a housing component or mixed-use development, so Phases 1-3 will all be commercial uses. It should be noted that Phases 2-4 are subject to change and are dependent on market factors and demands, and as such, the uses and placement of those uses is in concept form only.

THP will conform to all City of Woodland Park Zoning standards and also the Woodland Station Overlay District Regulations as well as Design Guidelines.



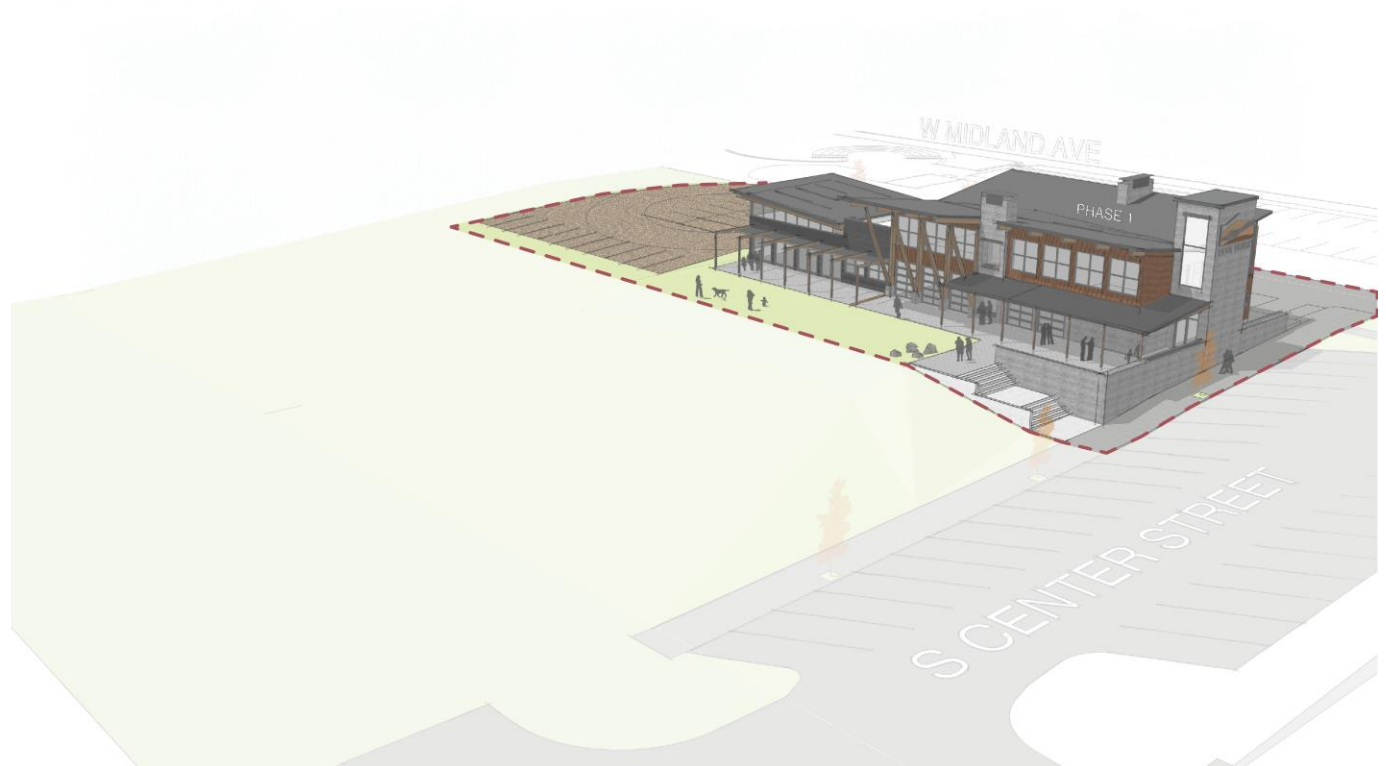
Phase 1

Within six (6) months after the conveyance of the Woodland Station property (the “Subject Property”) by the DDA to THP (the “Phase 1 Approval Deadline”), THP shall use best efforts to obtain final non-appealable approval from the City of Woodland Park and any other governmental or quasi-governmental entities having jurisdiction of all entitlements or approvals necessary to construct all necessary private and public improvements necessary (the “Phase 1 Improvements”) to support Phase 1, including a replat of the Subject Property to create a separate lot or lots for Phase 1.

This Phase will see the beginning of construction for the TAVA House Restaurant that will house 2 restaurant concepts, a culinary school and a small banquet hall. Consisting of about 10,000 square feet, this facility will employ 40+/- people in various capacities for restaurant management along with full and part time workers.

PHASE 1

- BERGSTROM ALLEY EXTENSION
- TAVA HOUSE CONSTRUCTION



Phase 2

THP shall commence construction on improvements within the Phase 2 portion of the Subject Property on or before December 31, 2025. Buyer anticipates such improvements to be commercial buildings around a center town square concept, with the end-users/tenants to be determined at a future date.

Buyer shall substantially complete construction of the public and private improvements within Phase 2 of the Property on or before December 31, 2027.

PHASE 2

- SADDLE CLUB AVE EXTENSION
- SOUTH PINE STREET CONSTRUCTION
- WEST COMMERCIAL BUILDING(S) CONSTRUCTION



Phase 3

THP shall commence construction on improvements within the Phase 3 portion of the Subject Property on or before December 31, 2027. TAVA House anticipates such improvements to include any additional infrastructure work needed in collaboration, including cost-sharing, with the City of Woodland Park, State of Colorado, Colorado Department of Transportation, Colorado Public Health Department, and United States Army Corps of Engineers, and other governmental or third parties as may be required.

THP shall substantially complete construction of the improvements within Phase 3 of the Property on or before December 31, 2029.

PHASE 3

- CENTRAL PLAZA CONSTRUCTION
- SOUTH SITE STAIR CONSTRUCTION
- EAST RAMP/PLANTER CONSTRUCTION
- SOUTH COMMERCIAL BUILDING(S) CONSTRUCTION



Phase 4

THP, or its successor and/or assignee, shall commence construction on improvements within the Phase 4 portion of the Property as soon as reasonably practicable after completion of the Phase 3 improvements, subject to applicable market conditions. TAVA House currently estimates such construction to commence on or before December 31, 2030. Buyer anticipates such improvements to include primarily residential improvements, with possible commercial improvements as well, to be determined by prevailing market conditions and the final product constructed upon Phase 1, Phase 2 and Phase 3.

THP, or its successor and/or assignee, shall substantially complete construction of the improvements within Phase 4 of the Property on or before the date that is thirty-six (36) months after the date THP (or its successor/assign) commences construction of improvements located within the Phase 4 portion of the Property.



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: April 20, 2023

SUBJECT: Request by Brad Bealby for billing credit for his water bill - reference Resolution No. 264, Series 1993.
(Utilities Director Kip Wiley and Resident Brad Bealby)

BACKGROUND: Background:

Utility billing had discovered continuous water flow at 600 Pinon Ridge Dr. starting on Friday December 23, 2022 and continued until Monday December 26, 2022. Utility Billing called the customer on January 6, 2023 to inform them. Utility billing was out of the office for the holiday and was out of the office on vacation the first couple of days in January. The normal monthly usage for this customer is usually between 2,000 and 5,000 gallons. With continuous water flow for the 4 days in question the monthly billing jumped to 35,000 gallons. This was a 5 week billing cycle so I would estimate normal usage to be around 5,000 gallons for the month. The discrepancy in water usage would be 30,000 gallons.

During the conversation with the customer on January 6th the customer informed the City that they were out of town and in no way was water being used. The City informed him eyeonwater reports usage data by the hour and it showed water started running at 2:00p.m. on the 23rd and stopped on the 26th at approximately 3:00p.m.

The customer wanted relief on their water bill and the City directed them to Resolution 264 series 1993 for unexplained high water usage. The customer and the City have gone through the steps for determining if there is truly unexplained water usage per the resolution. The City has determined that the meter was reporting accurately and there is not an unexplained high water usage. The customer believes it is truly unexplained and would like relief of the water bill.

After going through the steps for water bill relief on Resolution 264 the City determined the unexplained water usage started when the customer left their home and stopped when they returned. The City performed three additional meter reads (usually one read per week) after the event. Those reads showed the City's existing meter was accurately reporting usage based off of previous usage. The City also performed an inspection on February 13, 2023 of the water fixtures in the home. They found two water closets could be leaking and the downstairs water closet actually leaked during the inspection. This could be the culprit to the unexplained usage. The City then

replaced the existing meter after verifying it was accurately reporting meter readings with a new meter and collected three additional readings (about one reading per week) to confirm accurate water usage with the previous usage. The meter reads were confirmed and the new meter is reporting the same usage as the old meter. The City did not send the old meter in for testing as it would not be cost prohibited and we believe it is reporting accurately. It would cost more to test the meter than to give the customer relief on the water bill.

The customer has also had the water fixtures in the home inspected by a licensed plumber. The plumber did not find any leaks and has provided a report stating their finding. The customer also believes that a leaking toilet cannot use that much water in a four day span. I am sure the customer will provide his own data to the Council.

Additional information:

1. The customer was set up on a payment plan with no late fees or interest.
2. The customer paid a plumber \$199.00 to inspect the water fixtures.
3. The old meter did make some noise on a couple random occasions.
4. Depending on water pressure at the house, a leaky toilet on average can lose about 200 gallons per hour. That equates to almost 5,000 gallons a day. This would be a little more than half of what the meter recorded (if only one toilet was leaking).
5. Customer is was set up to receive their own notifications in eyeonwater app.
6. Attached are the inspection reports.

Recommendation:

Listen to what the customer has to say, analyze the data, analyze the City's position/data and make a recommendation as to what to refund the customer if any at all. If the Council finds it qualifies for finical relief (per Resolution 264) it would be 50% of the amount over normal usage (50% of \$434.37) \$217.19 plus \$30.00 (maximum reimbursement for plumbing fee) for a total of \$247.19.

RECOMMENDATION:

- ATTACHMENTS:**
1. Bealby attachments
 2. Wiley attachment for Bealby

received
4.13.2023 'AM

On Jan 6th 2023, I was informed by Judy Bundy from the City that I was going to receive a very large city bill due to high water usage. This was the first time I was aware of any issue. Due to the extreme amount of water (approx 30,000 gallon overage) I took it upon myself to immediately inspect my property for any signs of a water leak. Once I was satisfied that there was no leak or apparent damage, I went about trying to determine the cause of the overage. The following is the process that I went through and all the data that I gathered. Every fact or statement can be verified by either a document, physical inspection or photograph.

Since my bill was \$508.57, I decided immediately to find out what recourse I had available. Judy Bundy informed me that Resolution No. 264(Item #1) was available for such an instance. Per the instructions on the resolution, I contacted Hardcastle Heating & Air to do the required inspection(Item #2) per Qualification #5. The city did their part by doing their own inspection(Item #3). I assume the other requirements were completed by the city. The meter has been replaced.

The Hardcastle inspection found no leaks nor any signs of repairs. The city water department inspection alleges the toilet(s) are to blame. My stance is that there was an issue with the water meter during that usage period. I'll explain my reasoning, trying to be as concise as possible.

We were not home at the time of the overage. We left on December 21st at approximately 10am and returned on December 26th mid afternoon. The overage started on December 23rd at about 2pm and ended on December 26th at about 4pm(Item #4). No one had access to the home while we were away. We do have cameras that monitor the house exterior. In my opinion there are only three possibilities for this overage. First, a pipe broke somewhere, second the water went down the drain, or third there was a water meter problem. I'll deal with each separately.

If a pipe did indeed break the damage would have been extensive. A 30,000 gallon leak would have filled my basement with three feet of water. I did the math. If the leak was inside a wall but leaked outside the effect would also certainly be noticeable. The outside temperatures were brutally cold during these days which would have resulted in a massive ice flow. I took photos of the exterior right after I was informed of the overage. There was no evidence of leakage anywhere around the exterior faucets nor anywhere else.

PAGE 1

If the water went down the drain this would have been the result of a major leak by multiple fixtures. There was very little water usage from 11am December 21st after we left until 3pm December 23rd(Item #4). To be exact, there was 1.25 gallons of usage recorded between those times. Starting at 3pm December 23rd until 3pm on December 26th the usage was 400+ gallons per hour, every hour. The usage returned to normal at 4pm December 26th, apparently when we returned. I did extensive fixture leak tests trying to determine what could have possibly caused the overage. I was told by Kip Wiley that the usual culprit is a toilet. I tied the toilet tank flap completely open on one basement toilet and the resulting usage was 105 GPH (gallons per hour). Adding the second basement toilet exactly doubled the usage to 210 GPH. All of my toilets have the same fill valve so any additional toilets should have like results. Since the recorded usage was over 400 GPH, that would mean that all four of my toilets would have to be running unrestricted to attain that figure. I then attempted to duplicate the 400+GPH recorded usage. With the kitchen faucet, all three main floor bathroom sinks plus the master bath shower all running at full unrestricted volume, the usage was 363GPH. So still below the 400+ recorded. Those tests were done multiple times both before and after the meter was replaced. The leak investigation(Item #3) by the city water department targeted two toilets. These are the two I used for the usage data. While they did manage to get one toilet flap to partially stay open, the fact that there was no water usage for at least 50 hours after we left means that particular toilet was not leaking. Furthermore, even if it were, the usage would have been about 25% of what was recorded. They also stated in their report that all of the other fixtures were checked, but in fact only the four toilets were inspected, nothing else. My wife was present and can verify that. They also left off the fact that they poured dye in the toilet tanks and it did not leech into the bowl, meaning the tank flaps were not leaking.

The third alternative is that the water meter was giving false information for some reason. I do not know the inner workings of the meter, but it does have an LED screen, meaning the usage is converted to digital, plus it transmits the data wireless. The meter has on occasion made a strange vibrating noise that resonates through the pipes loud enough to be heard on the main floor. At first I wasn't certain of the source but was able to verify that it was the meter by being in the area when it happened. The events were completely random. I addressed this concern to Kip Wiley on November 29, 2021 by email(Item #5) but never received a response. The noise apparently only occurred during the winter months as I soon forgot about it until the noise returned around November of 2022.

PAGE 2

I did manage to record an incident date of January 20 and February 2 in 2023.

There is also the fact that I was never alerted of a leak through the EyeOnWater app used to monitor the meter. I have that app installed on my phone and tablet. It has a user selected setting to warn of any continuous leak over a certain amount during a 24 hour period. Mine was set at 1GPH. I tested the app by letting a faucet run at a trickle for 24 hours at two different settings and it worked properly. At a loss as to why it didn't alert me during the high usage, I messaged the meter company Badger Meter for insight. In their response(Item #6) I was informed that my meter was not sending data from 11pm December 23rd through 6am December 27th which was exactly when the usage occurred, so consequently no alert was generated. He went on to state that it was apparent that the meter has issues delivering data. I have since tried to track data delivery failures and can say that the meter was not delivering data January 22,23,24,28,29,30 February 16,17,18,21,22,25,26,27 and March 2,3,5,6(Item #7) The replacement meter has not had any data delivery issues to date. I try to check it daily.

It is my conclusion that there is certainly adequate information that points towards the possibility that the meter has or had an issue. Neither of the other usage possibilities make any sense. This is why on March 28th I met with Suzanne Leclercq and Kip Wiley to decide what the best approach would be in this situation because Resolution 264 deals with "unexplained" usage, whereas in this situation I feel that there is an explanation in that it was a water meter issue. If you explain away leaky plumbing and fixtures it seems logical to me that the only conclusion is the meter. However, to address this issue in the simplest manner, we decided that bringing it before council would be the best place to start. Another concern is that compensation under Resolution 264 would amount to approximately \$50 if you apply the formula under Billing Adjustment. My out of pocket costs are the overage of approximately \$442 plus \$199 to Hardcastle. I would ask for a billing credit of \$500 and forego the balance of the plumbing inspection. It is my understanding that council has the authority to change the Billing Adjustment amount and I would be appreciative of that change.

Brad Bealby

Item #1

CITY OF WOODLAND PARK
RESOLUTION NO.264, SERIES 1993

Whereas the City of Woodland Park delivers potable water, meters said water, and charges customers of the City's Municipal water system on the basis of monthly meter readings; and

Whereas, from time to time, City personnel and an affected customer cannot determine any explanation for an unusually high water meter reading; and

Whereas, an unusually high water meter reading can result in a financial burden upon the customer.

NOW THEREFORE, THIS RESOLUTION:

Be it resolved that the City of Woodland Park adopts the following policy in dealing with Unexplained High Water Meter Readings.

POLICY CONCERNING UNEXPLAINED HIGH WATER
METER READINGS

Purpose:

The purpose of this policy is to provide some financial relief to City water customers who experience an unusually high water meter reading and which meet the requirements to be declared an unexplained situation. The intent is to provide reasonable relief, but not to remove the incentive to fix leaks or make other repairs which promote conservation of water through financial responsibility.

Qualifications for Financial Relief:

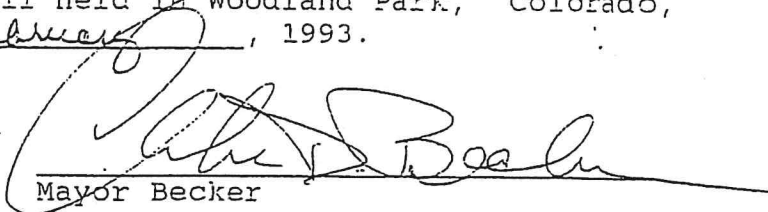
1. Unexplained usage must represent a spike in usage substantially above normal monthly fluctuations and result in an increased water and sewer billing dollar amount of either a 100% increase over the normal amount or an increase of \$100.00.
2. The customer has not received financial relief under this policy within the preceding five-year period.
3. The customer takes prompt action to identify the cause of a high usage, or declare it an unexplained high water meter reading situation once a billing indicating a high usage is received or the customer is notified of a potential leak in another manner.
4. City Public Works employees must have inspected the premises served and found no leaks, evidence of leakage, or evidence of recent repairs which would explain a high metered water use.

5. A plumber licensed to do business in the City of Woodland Park must inspect the plumbing and fixtures served and find no leaks, evidence of leakage or evidence of recent repairs which would explain a high metered water use. The plumber's findings must be certified with a signed written statement to the customer.
6. City Public Works employees have taken a minimum of three (3) additional meter readings, after the situation was reported, on separate days with the existing meter in place, and find the meter to be recording normal water use.
7. City Public Works employees have removed the "old meter" and tested it for accuracy at the City's meter testing facility or had it tested at an outside test facility of proven reliability. The meter test shows the meter reads within the +/- 3 percent City standard for meter accuracy, or is actually reading lower than actual water flow.
8. City Public Works employees have installed a new meter or a used meter that has been tested to perform within +/- 3 percent of actual flow. A minimum of three (3) additional meter readings on separate days with the "new meter" in place, indicate normal usage is occurring.
9. The City Council reviews the facts pertaining to the incident and concludes the high recorded usage to be in fact "unexplained".

Billing Adjustment:

If the City Council finds the qualifications for financial relief have been met, it may direct the City Finance Department to reduce the customer's bill by 50 percent of the amount described in #1 above, plus 50% of the plumber's fee up to a maximum reimbursement of \$30.00 for the inspection and certification described in #5 above. Late fees accrued during the investigation of a suspected unexplained high water meter reading may be waived at Council discretion.

The foregoing Resolution was adopted at a regular meeting of the City Council held in Woodland Park, Colorado, on the 18th day of February, 1993.


Mayor Becker

ATTEST


Cindy Morse
City Clerk

Item #2



Hardcastle Heating & Air
1212 1/2 Highway 24, Woodland Park, Colorado
80863 United States
(719) 686-6742

Estimate 36927655
Job 36913443
Estimate Date 1/25/2023
Customer PO

Billing Address
Brad Bealby
600 Pinon Ridge Drive
Woodland Park, CO 80863 USA

Job Address
Brad Bealby
600 Pinon Ridge Drive
Woodland Park, CO 80863 USA

Estimate Details

Need to have : Call was for leak search, thorough inspection of all plumbing fixtures and piping including checking internal toilet parts, tub & shower valves, all emergency shutoff valves, outside spicket showed no signs of leaks or current repairs to any of plumbing. Was on standby for approximately 1 hour during inspection with meter not moving during whole duration. At this time nothing was found with anything indicating leak was plumbing related.

Task #	Description	Quantity	Your Price	Your Total
A	ADD ITEM DESCRIPTION:leak inspection	1.00	\$199.00	\$199.00
MISCELLANEOUS REPAIR / ITEM				

Potential Savings	\$0.00
Sub-Total	\$199.00
Tax	\$0.00
Total	\$199.00

Thank You for choosing Hardcastle Heating & Air

The above is the summary of all work to be performed by Hardcastle Heating & Air, provided Estimate is accepted. Please be advised that estimated price does not include contingency, material price increases or additional labor/ material costs which may be required in the event of an unexpected issue. I understand that the final cost may differ from the estimate. I accept and authorize the work estimated above and agree to pay for all work performed by contractor in full. Payment is due upon completion of the work performed and not after the final inspection date.

1/25/2023

Item #3.

600 Pinion Ridge

Leak investigation

We went and inspected all of the toilets in the residence. Two of them could be the problem. The down stairs one we actually got it to stick open. The other one we flushed it a few time and the water level keep rising. You could see the water marks were higher than they were when we first got there. We checked all of the other fixture and saw no noticeable signs of a leak or of a recent repair. Everything we saw would lead me to think a leaking toilet.

~~Photo of~~

Kenneth Case

Field Service Clerk Chief

~~Yours~~

Lucas Ellsworth

Field Service

Judy. to gather

3 consecutive

Auto reads

starting 1/25, 2/1 (2/8)

will document in
account.

1/25 Auto Read 147

2/1 Auto Read 148

2/8

⇒ No data?

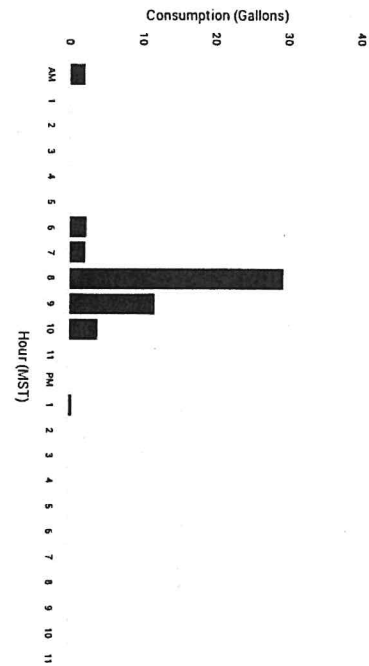
Keep watch

2/11 Auto Read 148

(Judy Bunday)

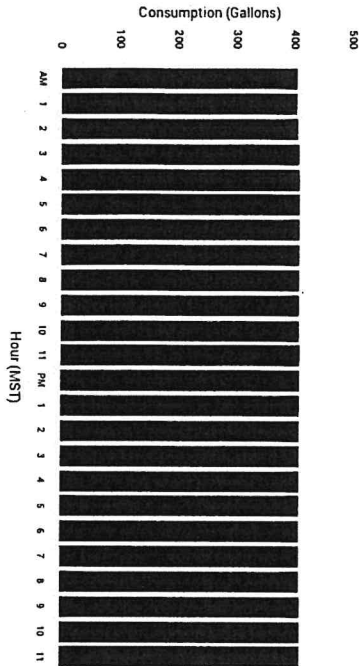
Item #4

Wednesday, December 21, 2022



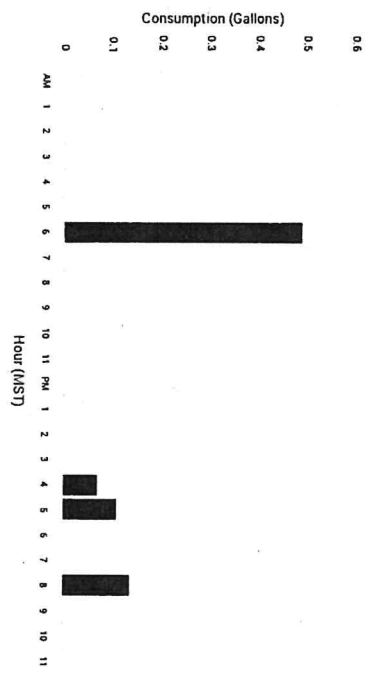
600 PINON RIDGE DR

Saturday, December 24, 2022



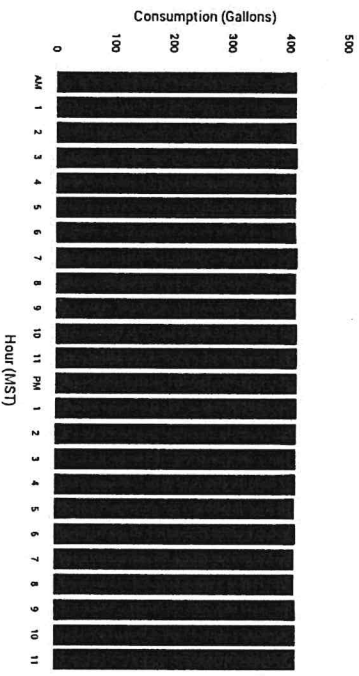
600 PINON RIDGE DR

Thursday, December 22, 2022



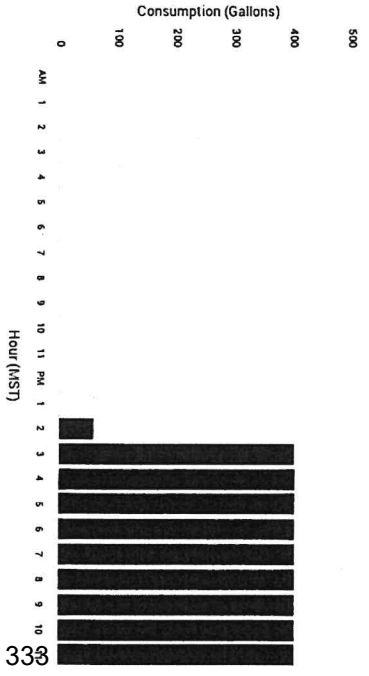
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Sunday, December 25, 2022



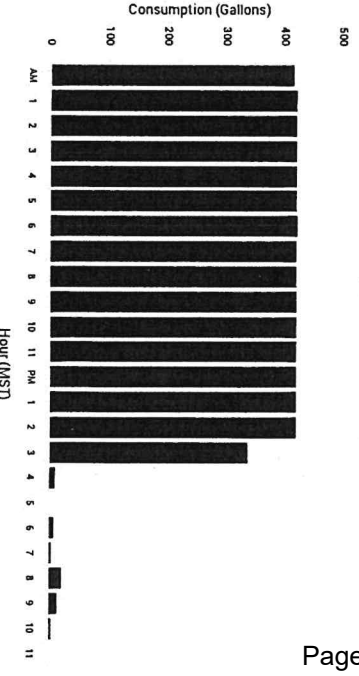
600 PINON RIDGE DR

Friday, December 23, 2022



600 PINON RIDGE DR

Monday, December 26, 2022



600 PINON RIDGE DR

Item #5

From: Brad The Dad <cta4fr@hotmail.com>

Sent: Monday, November 29, 2021 1:10 PM

To: kwiley@city-woodlandpark.org <kwiley@city-woodlandpark.org>

Subject: Water meter

Have you experienced any noise issues with the wireless meters? I have a vibration/humming noise occasionally and it's either the meter or the regulator. They're too close together to tell.

Brad Bealby

Item #6

From: Murdock, Michael <MMurdock@badgermeter.com>
Sent: Tuesday, January 24, 2023 3:57 PM
To: cta4fr@hotmail.com <cta4fr@hotmail.com>
Subject: Your EyeOnWater comment

Hi Brad,

Apologies for the delay in responding to your message. Your water meter collects data every 15 minutes and attempts to transmit data to our system four times per day. If the meter is unable to connect, it will store flow data until it is able to connect to the system again.

Each time your meter transmits data to us, the leak detection system looks for 24 continuous hours of flow above the user-defined threshold. If the continuous flow is over the user-defined threshold, a leak alert would be triggered, notifying the user. In your case, you currently have the limit set to 1gal/hr.

I can see from your flow data that you had a large leak that lasted from about 12/23 3pm to about 12/26 4pm. Unfortunately, your meter did not connect to our system from 12/23 11pm (at which time, there would not have been 24 hours of continuous flow) until 12/27 6am, at which point the leak had already stopped. Consequently, no leak alert would have been generated.

From our remote vantage, it's impossible to tell where your leak was, but it's possible that if your leak was near the meter, the meter box could have flooded & blocked the signal from your endpoint (the transmitter attached to your meter). We have seen previous instances where a car parked over a meter or heavy rain or foliage have blocked the signal from an endpoint.

I can see that your meter does seem to have some issues with delivering data. There are a few days in January that no data was delivered, with the data filling in once the meter was able to connect again. If you notice that your dashboard is not updating regularly & is becoming an issue, you may wish to contact your water company to inspect your meter & endpoint. They may be able to move the endpoint to improve signal strength.

Apologies for the inconvenience and thanks for using EyeOnWater.

Best,
Mike

January 2022

96% 7:23 AM Mon Jan 30

7:23 AM 16%

100% 0:19 AM Sat Feb 18

NOTES: B:19 AM

...

100%

100%

2,710.5

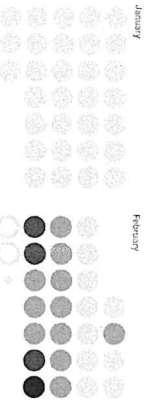
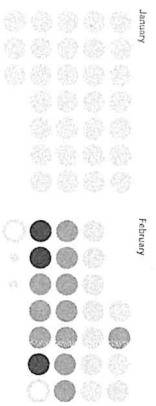
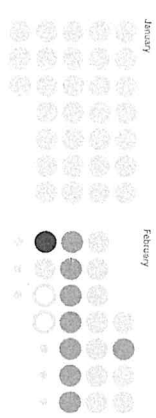
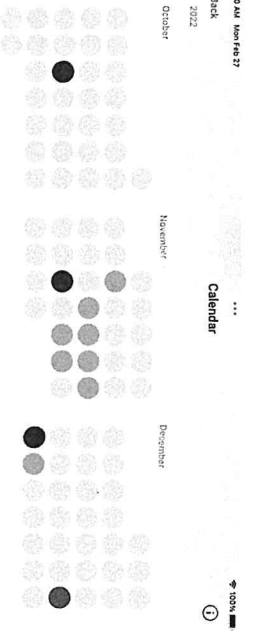
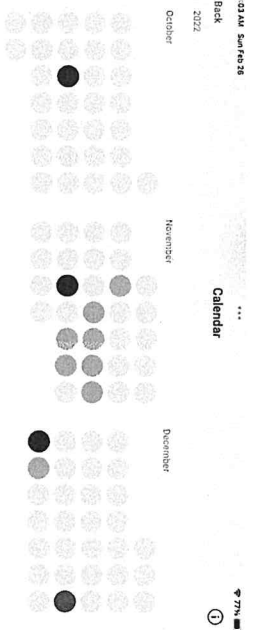
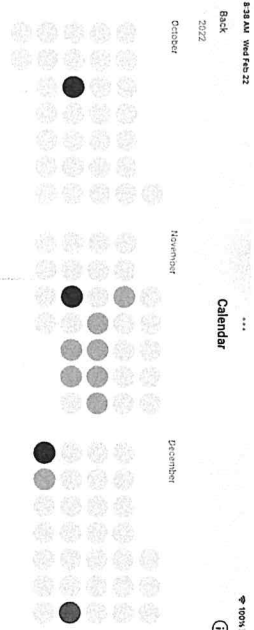
GALLONS

3,608
GALLONS

Gallons

690.61

000



...
Friday, March 3, 2023

80% 7:16 AM Mon Mar 6

Back

..

March 2023

0.0
GALLONS

GALLONS

334.18
GALLONS

GALLONS

Customer: Customer 1141 of 20430

4644.02 BEALBY, BRAD & LINDA 600 PINON RIDGE DR Account balance: 508.57
 600 PINON RIDGE DR Balance due: 01/26/2023 508.57
 4644 719-640-5585 WOODLAND PARK CO 80863 Last payment: 12/20/2022 55.23-

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Meter ID	Service
120343923	Water
13717037	Water - Retired

Meter: 120343923

Route-Sequence: 1-1040 EMR code: J
 Multiplier: 1.0000 EMR ID: 120343923
 Sequence number: 1 MXU ID:
 Size: .625 MXU type:

Activity Meter Credit Usage Additional Fields Attachments Notes

Meter ID	Action Code	Period Date	Read Date	Multiplier	Reading	Reading Usage	Information Code	
120343923	Period Meter Reading	01/08/2021	01/07/2021	1.0000	39	5		^
120343923	Period Meter Reading	02/05/2021	02/01/2021	1.0000	42	3		
120343923	Period Meter Reading	03/05/2021	03/01/2021	1.0000	45	3		
120343923	Period Meter Reading	04/09/2021	04/06/2021	1.0000	49	4		
120343923	Period Meter Reading	05/07/2021	05/04/2021	1.0000	51	2		
120343923	Period Meter Reading	06/04/2021	06/01/2021	1.0000	54	3		
120343923	Period Meter Reading	07/09/2021	07/07/2021	1.0000	57	3		
120343923	Period Meter Reading	08/06/2021	08/03/2021	1.0000	60	3		
120343923	Period Meter Reading	09/03/2021	08/31/2021	1.0000	63	3		
120343923	Period Meter Reading	10/01/2021	09/28/2021	1.0000	67	4		
120343923	Period Meter Reading	11/05/2021	11/03/2021	1.0000	69	2		
120343923	Period Meter Reading	12/03/2021	11/29/2021	1.0000	73	4		
120343923	Period Meter Reading	01/07/2022	01/05/2022	1.0000	76	3		
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120343923	Period Meter Reading	05/06/2022	05/03/2022	1.0000	88	3		
120343923	Period Meter Reading	06/03/2022	06/01/2022	1.0000	90	2		
120343923	Period Meter Reading	07/08/2022	07/06/2022	1.0000	95	5		
120343923	Period Meter Reading	08/05/2022	08/04/2022	1.0000	97	2		
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120343923	Period Meter Reading	09/30/2022	09/28/2022	1.0000	102	3		
120343923	Period Meter Reading	11/04/2022	11/02/2022	1.0000	107	5		
120343923	Period Meter Reading	12/02/2022	11/29/2022	1.0000	109	2		
120343923	Period Meter Reading	01/06/2023	01/04/2023	1.0000	144	35		

Search X
120343923

Clear Filters

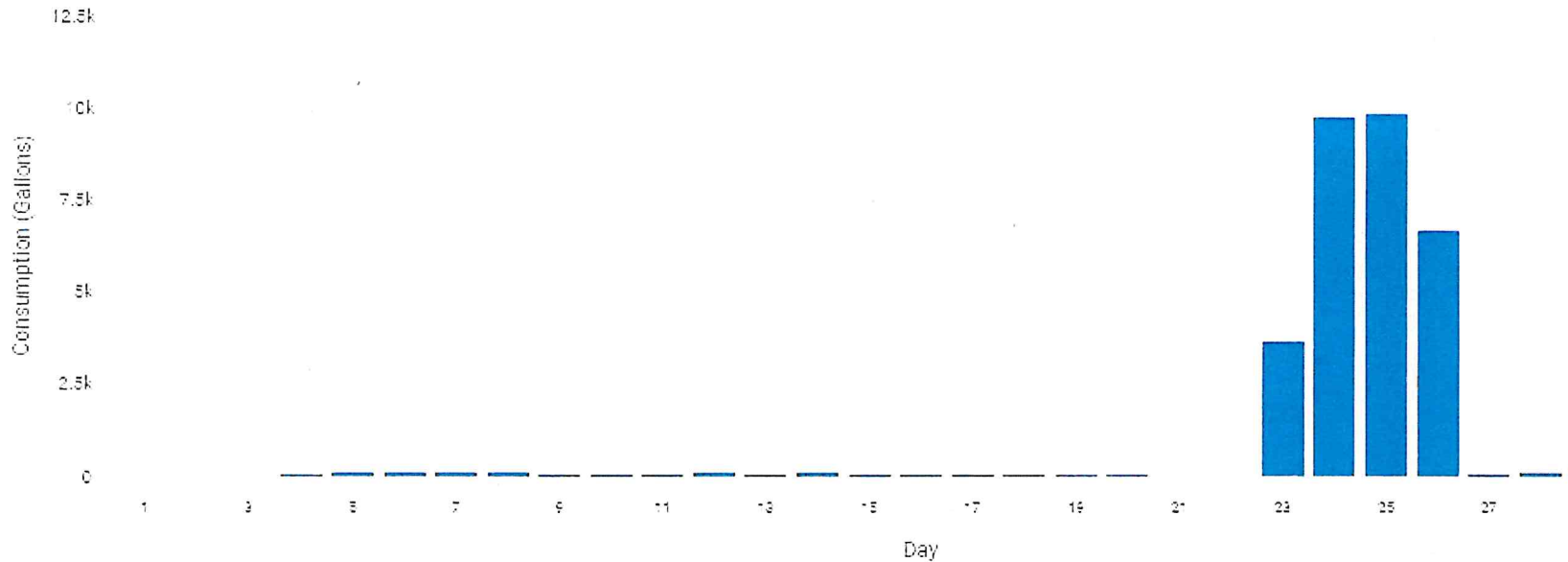
Total 33,126 Gallons

Minute Hour Day Week Month Year Today

low Expected
s Customer/No Valve

Print/Download

Daily for December 2022



600 PINON RIDGE DR

Cards

Sort By: Relevance

Leak Detected: 1.2 Gallons/hour beginning Jan 10, 2023 21:44 MST



Dec 28-Jan 3
1,070
Gallons

Jan 4-10
995
Gallons

Account ID
4644.02
Account Name
BEALBY, BRAD & LINDA
Service Agreement

Class Code
Residential
Service Address
600 PINON RIDGE DR
WOODLAND PARK
CO 80863

Login As Add Note Tags 2 Edit Alert

Meter ID
120343923
Cycle
1
Route

Name



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: CJ Gates, Senior Planner

DATE: April 20, 2023

SUBJECT: Approval of Subdivision Development Agreement - The Haven At Paradise.
(Presenter, Senior Planner, CJ Gates)

BACKGROUND: When developing a subdivision the developer/subdivider has the option of either completing all the infrastructure improvements prior to requesting approval of the final plat, or entering into a Subdivision Development Agreement (SDA) with the City of Woodland Park. It is at the City's discretion, to enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements required by City Code, or otherwise specified by the city according to city specifications.

City Council approved the final plat for The Haven At Paradise subdivision at the March 16, 2023 meeting. That approval was subject to the condition that 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 is to 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.

To secure this contract, the subdivider is required to provide, subject to approval of the city council, either a cash escrow, an irrevocable letter of credit, or bond. The amount of the financial security is required to be at least equal to the cost, as estimated by the subdivider and approved by the city engineer, of installing all required improvement plus 50 percent.

The developer for The Haven At Paradise has provided the cost estimates for completing the infrastructure and these have been approved by the City Engineer. The developer has yet to finalize and provide the form of financial security.

The recommendation is for City Council to approve the SDA and Exhibit A (Improvement Costs) as presented. The SDA and associated final plat are to be recorded concurrently after the financial guarantee is provided to the City.

RECOMMENDATION: Approve the Subdivision Development Agreement and Exhibit A (Improvement Costs) for The Haven At Paradise subdivision with the condition that the SDA and associated final plat are to be recorded concurrently after the financial guarantee is provided to the City.

- ATTACHMENTS:**
1. Haven at Paradise SDA 4.13.23
 2. Exhibit A Improvement Cost SOV 2.7.23 FINAL APPROVED
 3. Haven at Paradise Final Plat Exhibit

10.1 SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 2023 by and between the CITY OF WOODLAND PARK (the “City”), and Ventus, LLC - Johnathan James (the “Developer”):

WHEREAS, the property which is subject to this agreement is the Haven at Paradise Subdivision, within the City of Woodland Park, County of Teller, Colorado, and the Developer has submitted this plat for the subject property to the City for approval as required by City Ordinance; and

WHEREAS, the Developer and City desire to provide for the orderly development of the subject area now submitted to platting and provide for all matters required by the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the City; and

WHEREAS, City Code Section 13.12.040, City Code Section 13.36.030 and City Code Section 17.44.030 provide for an agreement with those desiring to extend water or sewer facilities, requiring all third parties to pay for their pro-rata share of the cost of extension prior to tapping on to said facilities; and

WHEREAS, the parties hereto wish to make an equitable agreement defining various terms concerning the construction/installation of such facilities,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. GENERAL CONDITIONS

1. The Developer agrees as follows:

- a. To develop the platted area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the City.
- b. To install and construct the following public improvements: street base and surface, water lines, sanitary sewer line, drainage, street signs, traffic control signs; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City. All public improvements shall be installed/constructed in accordance with the engineering plans filed with and approved by the City Engineer or appointed representative on June 27, 2022 and according to revised engineering plans as may be received and approved by the City Engineer or appointed representative.
- c. To obtain, place, and keep current with the City, a surety bond, letter of credit, or other acceptable assurance, for the purpose of guaranteeing to the City, the installation, interim maintenance and final acceptance by the City of all public improvements in accordance with the Subdivision Regulations, Engineering specifications, Zoning Ordinance, and all other applicable ordinances of the City. The amount of the collateral shall be

equal to one hundred and fifty percent (150%) of the construction cost as estimated by the Developer and approved by the City Engineer or appointed representative. The amount of this collateral is hereby set at \$1,433,790.00 as shown by Exhibit A attached. The Developer shall remain liable for all costs of completion of the required public improvements in excess of this amount.

- d. The Developer agrees that after initial acceptance by the City Engineer or appointed representative of all public improvements, said improvements shall become the sole and exclusive property of the City free and clear from any liens, claims, restrictions or encumbrances. The Developer shall furnish the City lien waivers and/or satisfactory proof that all claims and payments to be made in connection with installation/construction of said public improvements have been satisfied.
 - e. The Developer SHALL FURTHER: Maintain all public improvements in the subdivision until these improvements have received initial acceptance by the City for maintenance. The Developer agrees to warrant workmanship and material for one (1) year from date of initial acceptance by the City.
2. All improvements shall be completed by March 16, 2024 unless an extension is granted as outlined in Section 17.28.030 of the Municipal Code. Street paving shall not be completed until all water, sanitary sewer, drainage, and other utilities are installed and accepted by the City unless otherwise approved by the City Engineer or appointed representative.
3. The City and the Developer agree and understand as follows:
- a. All construction installation shall be done and accomplished in accordance with City Ordinances, Engineering Specifications, rules, regulations, and standards in effect at the time of the execution of this Agreement and under the observation of the City.
 - b. The construction cost for all public improvements shall be borne by Developer.
 - c. Any costs for engineering, construction staking, and right of way acquisition shall be borne by Developer.
 - d. If desired by the City, portions of the improvements may be placed in service when completed, but such use and occupation shall not constitute an acceptance of said portions. However and notwithstanding the preceding sentence, any portion of the improvements placed into service by the City for a period of twelve (12) months shall constitute an initial acceptance by the City of such portions of the improvements, as applicable, unless the Developer is notified in writing by the City during said period of service of specified deficiencies for correction by the Developer.
 - f. The City will issue building permits for construction on lots only when the final grade within the right-of-way, at least the first lift of paving, curb and gutter, cable, phone, electrical, gas, water, wastewater, stormwater, fire hydrants, street name, and traffic control signs installed and erosion control

are in place and functionally complete as determined by the City Engineer or appointed representative.

- g. Public improvements installed/constructed pursuant to this Agreement are eligible for initial acceptance in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City, which initial acceptance upon written request of the Developer shall not be unreasonably withheld, conditioned or delayed by the City Engineer or appointed representative. Request for final acceptance, in writing, may be received by the City no sooner than twelve (12) months following initial acceptance. After inspection the City will identify and provide a written list of deficiencies based on physical inspection of the public improvements. The Developer shall correct all said deficiencies to the City Engineer or appointed representative's satisfaction within six (6) months from the date said deficiency list was issued. When all said deficiencies have been corrected, the City will grant a final acceptance to the Developer.
- h. From time to time, as work to be performed and public improvements to be installed/constructed progresses, the Developer may request in writing that the City inspect such work and improvements as are completed and that corresponding reductions of the collateral be granted. These requests will be processed in a manner similar to a request for initial acceptance. When the City is satisfied that such work and improvements as are specified by the Developer have been completed in accordance with the terms hereof, the City Engineer or appointed representative will submit his statement that he has no objection to the partial reduction of so much of the above specified collateral as is necessary to pay the cost of the work performed and improvements installed/constructed pursuant to this Agreement. In no event shall the amount of any collateral which remains subsequent to any request and approval of a partial release be less than one hundred fifty percent (150 percent) of the established construction cost of the required public improvements for which no release has been made. Also in the event partial releases have been requested and approved, the City and the Developer agree that upon satisfactory completion of all required public improvements, all remaining collateral shall be released by the City to the Developer.
- i. In order to obtain any releases of the collateral, the Developer shall be required to submit to the City satisfactory documentation confirming proof of payment for contractor services, materials, professional services and other expenditures related to the installation/construction of the applicable public improvements.
- j. Water and sewer improvements shall be considered as individual entities and shall be inspected and accepted separately as such. Streets and drainage improvements shall be considered together and shall be accepted together as such.

- B. UTILITY REIMBURSEMENT: Not Applicable
- C. SPECIAL REQUIREMENTS: As Required
1. Developer shall pay Park Development Fees in an amount equal to \$1,175.00/residential lot prior to recording of Final Plats. (Total is 24 lot(s) X \$1,175.00 =\$28,200.00.
 2. The **Developer** shall provide “as built” construction drawings of the public improvements prior to initial acceptance.
 3. Prior to recording the Final Plat, the City Engineer must approve the water line easement location at the end of Red Haven Place.
- D. IT IS FURTHER AGREED between the parties that this Agreement shall be recorded in the records of Teller County at Developer expense; and further, that this Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto. The parties also agree that upon the satisfactory completion of the obligations and terms of this Agreement, the parties shall cause to be recorded in the records of Teller County a document releasing the subdivided property and the parties, as well as their respective heirs, successors and assigns, from the obligations and covenants imposed herein.
- E. IT IS FURTHER AGREED that the rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. In the event the City is required to pursue legal action to enforce the terms of this Agreement and prevails, the Developer shall be liable for reimbursement of the City’s court costs and attorneys’ fees resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF WOODLAND PARK, COLORADO

ATTEST:

BY: _____
Mayor

By: _____
City Clerk

BY: _____
Ventus, LLC - Johnathan James

Mailing Address

STATE OF COLORADO)
) S.S.
COUNTY OF TELLER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____.

Witness my hand and official seal.

My commission expires _____

Notary Public

10.2 SAMPLE PERFORMANCE GUARANTEE

DATE _____
NAME: _____

STREET _____

PROJECT _____

From _____

To _____

The undersigned Contractor hereby guarantees that:

The materials and workmanship furnished under this contract will be according to City engineering specification and will be free from defects for a period of one (1) year from the date of final acceptance by the City.

Within the guarantee period and upon notification to the Contractor by the City, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, which in the judgment of the City, become necessary during such period.

The costs of all materials, parts, labor, transportation, supervision, special tools and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the Contractor.

The Contractor also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one (1) year from the date of their installation.

If within 24 hours after the City gives the Contractor notice of a defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments himself or order the work to be done by the third party, the cost of the work to be paid by the Contractor plus 15 percent.

In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustment may be made by the City, or a third party chosen by the City, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

NOTARY PUBLIC

CONTRACTOR

Doing Business As

The Haven at WoodLand Park SOV - Ongoing work in Progress

SCOPE	QUAN.	COST	Notes - Work per CD's dated 3.34.22
Wet Utilities			
Manholes	11	\$ 61,864.00	Earthworks Development - pg. #3/4
Testing	1	\$ 650.00	Earthworks Development - pg. #3
Water	1247 LF	\$ 290,685.00	Earthworks Development - Mains / Lot services pg. #2/3
Storm	1513 LF	\$ 236,634.00	Earthworks Development - pg. #3/4
Hydrants	4	\$ 59,854.00	Earthworks Development - pg. #3/4
TOTAL		\$ 649,687.00	TOTALs per Earthworks Development proposal
Dry Utilities			
Core	25	\$ 250,000.00	Core Electric Services - 25 Lots Proposal pg. #9/10
BlackHills	25	\$ 29,278.00	BlackHills Gas Services - 25 Lots Proposal pg. #11
TOTAL		\$ 279,278.00	
BMP's			
BMP Maintance	1	\$ 2,825.00	Earthworkd Development - BMP maintance Proposal pg. #5/7
TOTAL			
Earthwork			
Grading	49,000 SF	\$ 72,800.00	LS Excavating - Finish grade / proof rool per plan pg. #8
Site Stabilization	1	\$ 5,000.00	Vegetation / Seeding - Site Stabilization (ROM)
Post Site Stabilization	1	\$ 5,000.00	Planketing Hydro Seeding - Site Stabilization (ROM)
Stock Piles		\$ 6,775.00	Relocate on stock pile (150 CY) to Upper Paradise site pg. #3
TOTAL		\$ 89,575.00	
Concrete			
Curb and Gutter	3235 LF	\$ 145,125.00	LS Excavating - Concrete curb per plan pg. #8
A/C Paving	47,169 SF	\$ 187,000.00	LS Excavating - Asphalt concrete per plan pg. #8
TOTAL		\$ 332,125.00	
3rd Party Testing			
Inspections		\$ 7,500.00	GEO/CMT -ENTECH & ADF - Fusion pg. #12
TOTAL		\$ 7,500.00	
GRAND TOTAL		\$ 1,433,790.00	

\$ 6,530,625.00

THE HAVEN AT PARADISE

A SUBDIVISION OF A PORTION OF SECTIONS 19 AND 30, T 12 S R 68 W
WOODLAND PARK, TELLER COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT VENTUS, LLC, A COLORADO LIMITED LIABILITY COMPANY, JONATHON JAMES, MANAGER, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TO WIT:

A TRACT OF LAND LOCATED IN SECTION 19 AND SECTION 30, TOWNSHIP 12, SOUTH, RANGE 68 WEST OF THE 6th P.M., IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE NORTHWESTERLY BOUNDARY OF PARADISE ESTATES FILING NO. 1 AS RECORDED IN PLAT BOOK H AT PAGE 43-44 OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING THREE COURSES: (1) THENCE N 84° 59' 13" E, A DISTANCE OF 207.97 FEET; (2) THENCE N 77° 02' 25" E, A DISTANCE OF 349.95 FEET; (3) THENCE S 90° 00' 00" E, A DISTANCE OF 87.58 FEET TO A POINT ON THE BOUNDARY OF PARADISE ESTATES FILING NO. 3 AS RECORDED UNDER RECEPTION NUMBER 305148 OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING THREE COURSES: (1) THENCE S 81° 34' 04" E, A DISTANCE OF 151.25 FEET; (2) THENCE S 88° 20' 39" E, A DISTANCE OF 233.85 FEET; (3) THENCE S 75° 00' 00" E, A DISTANCE OF 350.00 FEET TO A POINT ON THE BOUNDARY OF THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 352 AT PAGE 333 OF SAID COUNTY RECORDS; THENCE N 90° 00' 00" E ALONG THE BOUNDARY OF SAID TRACT, A DISTANCE OF 190.00 FEET TO A POINT ON THE BOUNDARY OF PARADISE ESTATES FILING NO. 4 AS RECORDED UNDER RECEPTION NUMBER 311899 OF SAID COUNTY RECORDS AND ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING FIVE COURSES: (1) THENCE S 00° 40' 00" W, A DISTANCE OF 310.00 FEET; (2) THENCE S 46° 28' 02" E, A DISTANCE OF 188.61 FEET; (3) THENCE S 57° 00' 00" W, A DISTANCE OF 30.00 FEET; (4) THENCE SOUTHWESTERLY ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16° 30' 38", (THE LONG CHORD OF WHICH BEARS S 48° 44' 41" W, A LONG CHORD DISTANCE OF 66.05 FEET), AN ARC LENGTH OF 66.28 FEET; (5) THENCE S 40° 29' 22" W, A DISTANCE OF 30.98 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF KINGS CROWN ROAD; THENCE S 49° 30' 38" E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO A POINT ON THE BOUNDARY OF LOT 1, PARADISE HOMES FILING NO. 2 AS RECORDED UNDER RECEPTION NUMBER 419013 OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID LOT, THE FOLLOWING FOUR COURSES: (1) THENCE N 40° 29' 22" E, A DISTANCE OF 30.98 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16° 30' 38", (THE LONG CHORD OF WHICH BEARS N 48° 44' 41" E, A LONG CHORD DISTANCE OF 48.82 FEET), AN ARC LENGTH OF 48.99 FEET; (3) THENCE N 57° 00' 00" E, A DISTANCE OF 40.00 FEET; (4) THENCE S 57° 51' 17" E, A DISTANCE OF 170.62 FEET TO A POINT ON THE BOUNDARY OF PARADISE ESTATES FILING NO. 5 AS RECORDED UNDER RECEPTION NUMBER 326400 OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING SIX COURSES: (1) THENCE N 31° 00' 00" E, A DISTANCE OF 21.96 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34° 00' 00", (THE LONG CHORD OF WHICH BEARS N 48° 00' 00" E, A LONG CHORD DISTANCE OF 105.25 FEET), AN ARC LENGTH OF 106.81 FEET; (3) THENCE N 65° 00' 00" E, A DISTANCE OF 212.59 FEET; (4) THENCE EASTERLY ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31° 00' 00", (THE LONG CHORD OF WHICH BEARS N 80° 30' 00" E, A LONG CHORD DISTANCE OF 122.93 FEET), AN ARC LENGTH OF 124.44 FEET; (5) THENCE S 84° 00' 00" E, A DISTANCE OF 142.16 FEET; (6) THENCE SOUTHEASTERLY ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26° 00' 00", (THE LONG CHORD OF WHICH BEARS S 71° 00' 00" E, A LONG CHORD DISTANCE OF 103.48 FEET), AN ARC LENGTH OF 104.37 FEET; THENCE N 32° 00' 00" E, A DISTANCE OF 300.00 FEET; THENCE S 90° 00' 00" E, A DISTANCE OF 609.57 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19; THENCE N 08° 16' 56" W ALONG SAID EAST LINE, A DISTANCE OF 869.40 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER (S1/2 SE1/4) OF SAID SECTION 19; THENCE S 89° 14' 48" W ALONG THE NORTH LINE OF SAID S1/2 SE1/4, A DISTANCE OF 1,155.79 FEET; THENCE S 48° 16' 53" W, A DISTANCE OF 267.52 FEET; THENCE S 00° 39' 27" E, A DISTANCE OF 243.82 FEET; THENCE S 63° 17' 22" W, A DISTANCE OF 219.38 FEET; THENCE S 21° 08' 20" W, A DISTANCE OF 165.52 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 35.78 ACRES, MORE OR LESS.

DEDICATION:

THE ABOVE PARTY IN INTEREST HAS CAUSED SAID TRACT OF LAND TO BE SURVEYED AND PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN ON THE ACCOMPANYING PLAT. THE UNDERSIGNED DOES HEREBY GRANT UNTO THE CITY OF WOODLAND PARK THOSE STREETS, EASEMENTS, RIGHTS OF WAY AND AREAS FOR PUBLIC USE AS SHOWN ON THE PLAT. THE SOLE RIGHT AND AUTHORITY TO RELEASE, CONVEY OR QUIT CLAIM ALL OR ANY SUCH STREETS, EASEMENTS, RIGHTS OF WAY AND AREAS FOR PUBLIC USE SHALL REMAIN EXCLUSIVELY VESTED IN THE CITY OF WOODLAND PARK. ALL STREETS ARE HEREBY DEDICATED TO THE CITY OF WOODLAND PARK FOR PUBLIC USE. ALL EASEMENTS SHALL RETAIN THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS THEREIN. NO PERMANENT STRUCTURES EXCEPT FENCING UPON CITY APPROVAL SHALL BE ALLOWED ON ANY EASEMENT. THIS TRACT OF LAND AS HEREIN PLATTED SHALL BE KNOWN AS "THE HAVEN".

IN WITNESS WHEREOF:

THE FOREMENTIONED, JONATHAN JAMES, MANAGER OF VENTUS, LLC. HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2022. A.D.

JONATHON JAMES, MANAGER

STATE OF COLORADO)
 ss)
COUNTY OF TELLER)

THE ABOVE AND FOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, A.D., BY
JONATHON JAMES, MANAGER OF VENTUS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

CHRISTOPHER THOMPSON
PROFESSIONAL LAND SURVEYOR NO. 19625
FOR AND ON BEHALF OF ROCKY MOUNTAIN LAND SERVICES
1623 SOUTH TEJON STREET
COLORADO SPRINGS, COLORADO 80906
719-630-0559

DATE

APPROVAL BY THE PLANNING COMMISSION:

APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF WOODLAND PARK, COLORADO THIS ____ DAY OF _____, 2022, A.D.

CHAIRMAN OF THE PLANNING COMMISSION

ATTEST: _____
PLANNING TECHNICIAN

APPROVAL BY THE CITY COUNCIL:

THIS PLAT AND THE DEDICATION TO THE PUBLIC OF THE STREETS AND PUBLIC UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, THIS ____th DAY OF _____, 2022, A.D.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

RECORDING:

STATE OF COLORADO)
 ss)
COUNTY OF TELLER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT MY OFFICE AT _____ O'CLOCK__ M., THIS _____ DAY OF _____, 2022, A.D., AND IS DULY RECORDED UNDER RECEPTION NUMBER _____ OF THE RECORDS OF TELLER COUNTY, COLORADO.

BY: _____
TELLER COUNTY CLERK AND RECORDER

COUNTY TREASURER:

ALL TAXES ASSESSED AND DUE ON THE PROPERTY DESCRIBED ABOVE HAVE BEEN PAID IN FULL. SIGNED THIS _____ DAY OF _____, 2018, A.D.

TELLER COUNTY TREASURER

NOTES:

(1.) NO BUILDING PERMITS SHALL BE ISSUED FOR BUILDING SITES WITHIN THIS PLAT UNTIL ALL REQUIRED FEES HAVE BEEN PAID AND ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN INSTALLED AS SPECIFIED BY THE CITY OF WOODLAND PARK OR, ALTERNATIVELY, UNTIL ACCEPTABLE ASSURANCES GUARANTEEING THE PAYMENT OF FEES AND THE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN PLACED ON FILE WITH THE CITY OF WOODLAND PARK, COLORADO. ALL EXPENSES INVOLVED IN NECESSARY IMPROVEMENTS TO THE WATER SYSTEM, SANITARY SEWER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, DRAINAGE SYSTEM AND STREET SYSTEM SHALL BE FINANCED AND PAID FOR BY THE SUBDIVIDER, NOT THE CITY OF WOODLAND PARK. THE APPROVAL OF THIS PLAT MAY BE WITHDRAWN IF ALL CONDITIONS OF APPROVAL ARE NOT MET.

(2.) ALL OWNERS OF LAND WITHIN THIS SUBDIVISION ACQUIRE THEIR LAND SUBJECT TO THE OBLIGATION TO MAINTAIN THEIR LAND SO AS TO ELIMINATE DAMAGE OR EROSION ON THEIR LAND, ADJACENT LAND, OR TO THE PUBLIC ROADWAY OR ROADWAY ADJACENT TO THEIR LAND. EACH OWNER SHALL CONSULT WITH APPROPRIATE CITY OFFICIALS TO DETERMINE WHAT METHOD OF EROSION CONTROL WILL BE ACCEPTABLE. NO BUILDING PERMITS SHALL BE ISSUED UNLESS AND UNTIL ADEQUATE PROVISION HAS BEEN MADE FOR EROSION CONTROL. FURTHER CONTINUING COMPLIANCE WILL BE REQUIRED AFTER ISSUANCE OF A BUILDING PERMIT.

(3.) AT THE TIME THIS PLAT IS BEING APPROVED BY THE CITY OF WOODLAND PARK, THE GROWTH REPRESENTED BY ITS BUILD-OUT IS COMPATIBLE WITH THE CITY'S COMPREHENSIVE PLAN. THE CITY IS IN THE PROCESS OF DEVELOPING WATER SUPPLIES WHICH ARE SUFFICIENT TO SERVE THE CITY IN ACCORDANCE WITH THE COMPREHENSIVE PLAN. HOWEVER, BECAUSE WATER DEVELOPMENT IS ONLY PARTIALLY WITHIN THE CITY'S CONTROL, THE CITY CANNOT RESERVE WATER FOR SPECIFIC LANDS AND CANNOT GUARANTEE THAT WATER TAPS WILL BE AVAILABLE FOR ANY SPECIFIC PROPERTY AT ANY FUTURE DATE INCLUDING THE LOTS IN THIS PLAT.

(4.) ALL BEARINGS USED HEREIN ARE BASED ON AN ASSUMED BEARING BETWEEN AN ALUMINUM CAP STAMPED PLS NO. 12043 AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 19 AND AT A POINT ON THE NORTH LINE OF THE SW ¼ NE ¼ OF SAID SECTION AS SHOWN HEREON. THE ASSUMED BEARING BETWEEN THE MONUMENTS IS N 89° 46' 12" W.

(5.) THIS PLAT DOES NOT REPRESENT A TITLE SEARCH BY RMLS FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD.

(6.) UNLESS SHOWN GREATER IN WIDTH, BOTH SIDES OF ALL SIDE LOT LINES ARE HEREBY PLATTED WITH A FIVE (5) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AND BOTH SIDES OF ALL REAR LOT LINES ARE HEREBY PLATTED WITH A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE. ALL FRONT LOT LINES ON EACH SIDE OF ALL STREETS SHOWN HEREON ARE HEREBY PLATTED WITH A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC DRAINAGE AND UTILITIES.

(7.) LOT COVERAGE: PURSUANT TO SECTION 17.40.250 OF THE MUNICIPAL CODE, EACH LOT SHALL HAVE A MAXIMUM SITE COVERAGE OF 20% OF THE LOT AREA, AS SPECIFIED IN TABLE LC 5.

(8.) TRACT A IS TO BE UTILIZED FOR A DRAINAGE DETENTION POND AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

OWNER/DEVELOPER:

VENTUS, LLC
9477 BROOK LANE
LONE TREE, CO
80124
JONATHON JAMES
303-748-7993

SURVEYOR:

ROCKY MOUNTAIN LAND SERVICES
4465 NORTHPARK DRIVE SUITE 303
COLORADO SPRINGS, CO 80907
719-630-0559

ENGINEER:

JR ENGINEERING, LLC
5475 TECH CENTER DRIVE
COLORADO SPRINGS, CO 80919
719-593-2593



JOB NO. 39111
PAGE 1 OF 2
MARCH 24, 2022

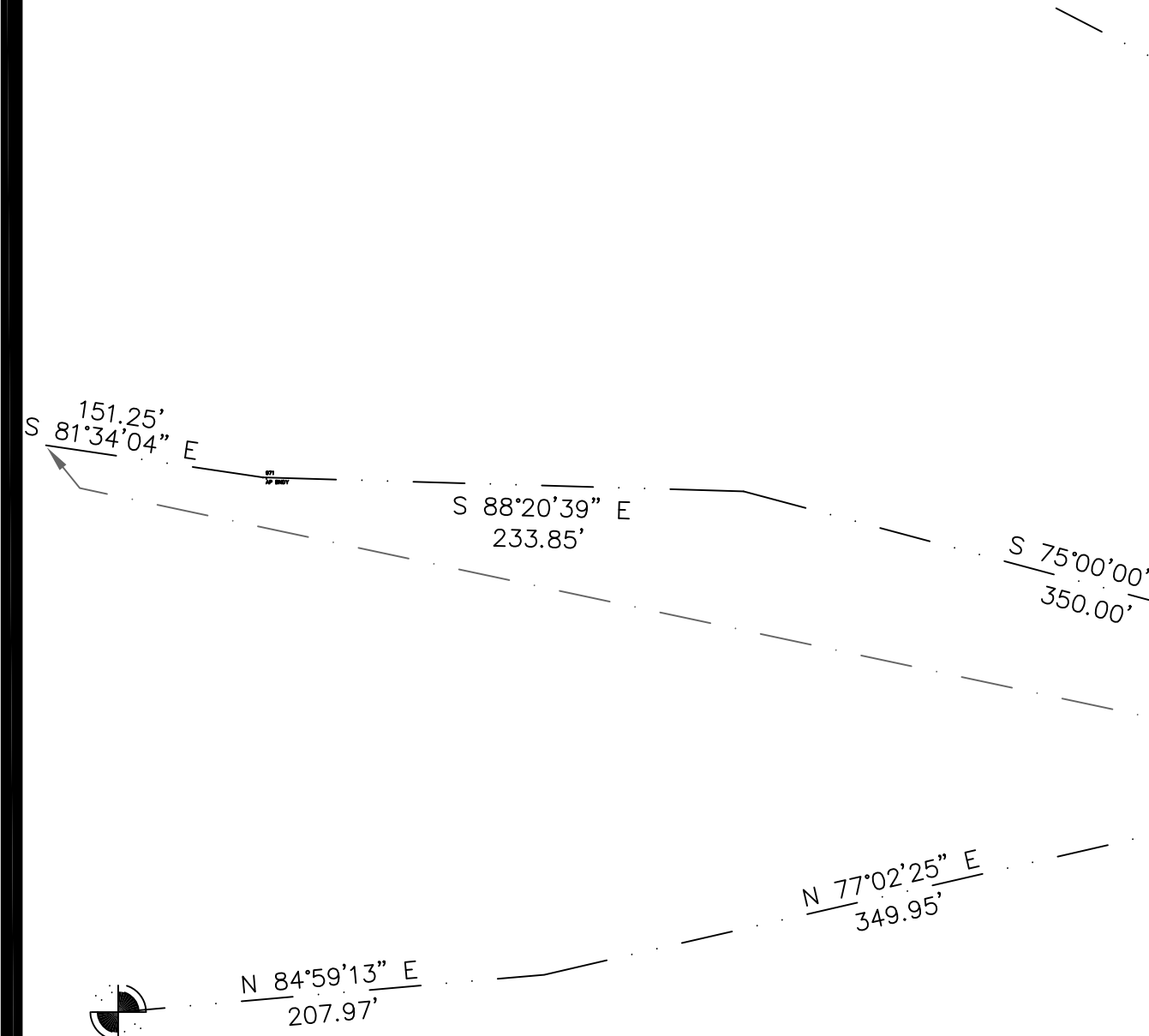
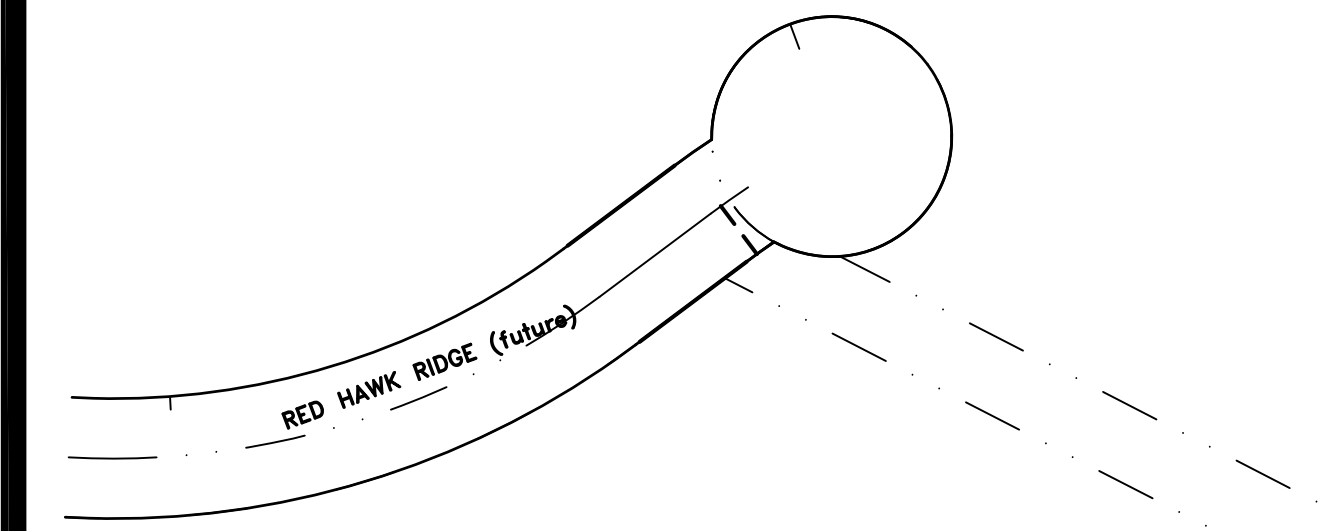
4465 NORTHPARK DRIVE SUITE 303
COLORADO SPRINGS, COLORADO 80907
719-630-0559

THE HAVEN AT PARADISE

A SUBDIVISION OF A PORTION OF SECTIONS 19 AND 30, T 12 S R 68 W
WOODLAND PARK, TELLER COUNTY, COLORADO

SITE

VICINITY MAP



P.O.C.
ANGLE POINT NW BOUNDARY
PARADISE ESTATES FILING NO. 1

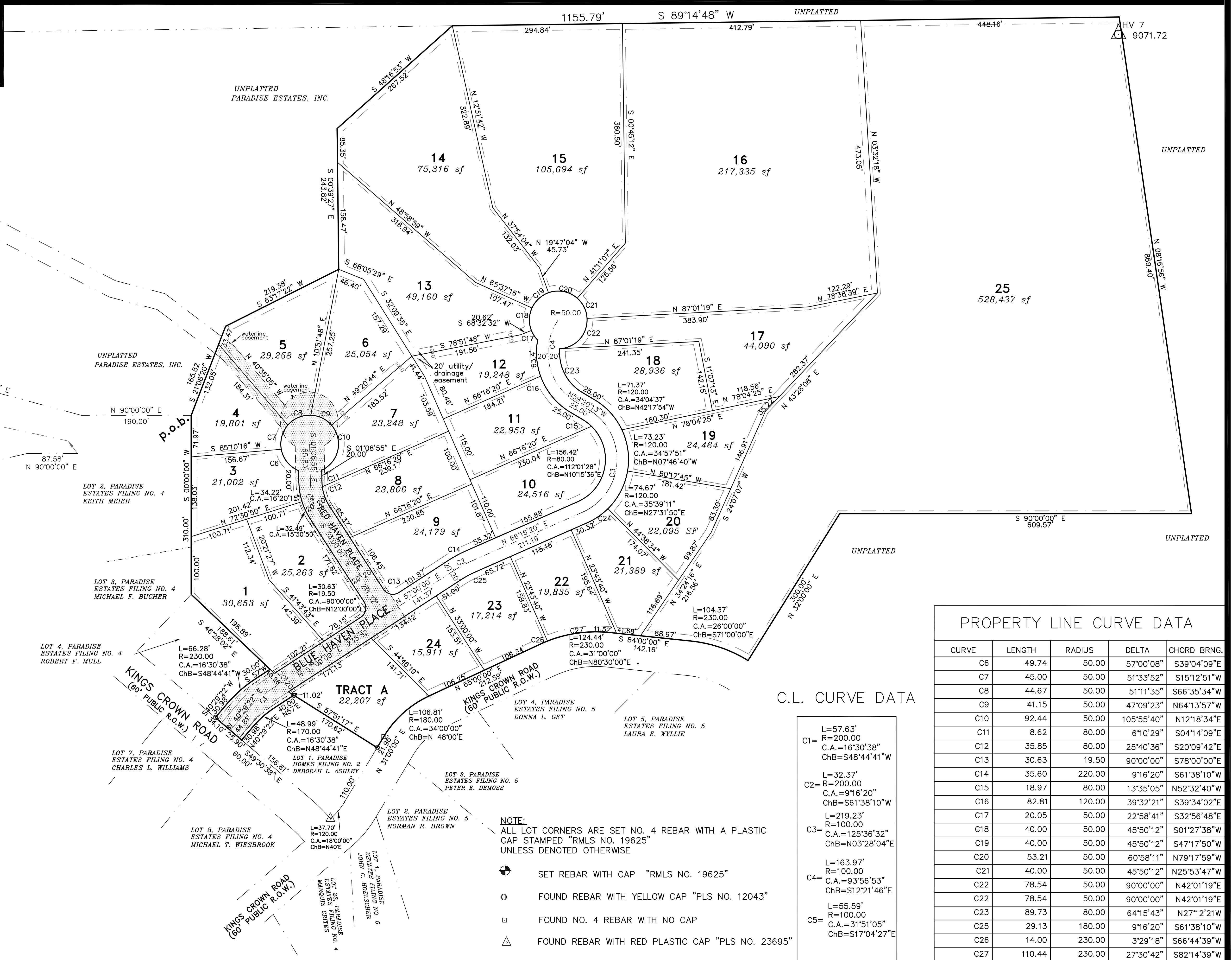


0' 80' 160'

SCALE: 1" = 80'
JOB NO. 39111
PAGE 2 OF 2
MARCH 24, 2022



4465 NORTHPARK DRIVE, SUITE 303
COLORADO SPRINGS, COLORADO 80907
719-630-0559



PROPERTY LINE CURVE DATA

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.
C6	49.74	50.00	57°00'08"	S39°04'09"E
C7	45.00	50.00	51°33'52"	S15°12'51"W
C8	44.67	50.00	51°11'35"	S66°35'34"W
C9	41.15	50.00	47°09'23"	N64°13'57"W
C10	92.44	50.00	105°55'40"	N12°18'34"E
C11	8.62	80.00	6°10'29"	S04°14'09"E
C12	35.85	80.00	25°40'36"	S20°09'42"E
C13	30.63	19.50	90°00'00"	S78°00'00"E
C14	35.60	220.00	9°16'20"	S61°38'10"W
C15	18.97	80.00	13°35'05"	N52°32'40"W
C16	82.81	120.00	39°32'21"	S39°34'02"E
C17	20.05	50.00	22°58'41"	S32°56'48"E
C18	40.00	50.00	45°50'12"	S01°27'38"W
C19	40.00	50.00	45°50'12"	S47°17'50"W
C20	53.21	50.00	60°58'11"	N79°17'59"W
C21	40.00	50.00	45°50'12"	N25°53'47"W
C22	78.54	50.00	90°00'00"	N42°01'19"E
C22	78.54	50.00	90°00'00"	N42°01'19"E
C23	89.73	80.00	64°15'43"	N27°12'21"W
C25	29.13	180.00	9°16'20"	S61°38'10"W
C26	14.00	230.00	3°29'18"	S66°44'39"W
C27	110.44	230.00	27°30'42"	S82°14'39"W

C.L. CURVE DATA

L=57.63'
C1= R=200.00
C.A.=16°30'38"
ChB=S48°44'41"W

L=32.37'
C2= R=200.00
C.A.=9°16'20"
ChB=S61°38'10"W

L=219.23'
C3= R=100.00
C.A.=125°36'32"
ChB=N03°28'04"E

L=163.97'
C4= R=100.00
C.A.=93°56'53"
ChB=S12°21'46"E

L=55.59'
C5= R=100.00
C.A.=31°51'05"
ChB=S17°04'27"E

NOTE:

ALL LOT CORNERS ARE SET NO. 4 REBAR WITH A PLASTIC CAP STAMPED "RMLS NO. 19625" UNLESS DENOTED OTHERWISE

- SET REBAR WITH CAP "RMLS NO. 19625"
- FOUND REBAR WITH YELLOW CAP "PLS NO. 12043"
- FOUND NO. 4 REBAR WITH NO CAP
- FOUND REBAR WITH RED PLASTIC CAP "PLS NO. 23695"



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: CJ Gates, Senior Planner

DATE: April 20, 2023

SUBJECT: Approval of Subdivision Development Agreement - Stone Ridge Subdivision Filing No. 5.
(Presenter, Senior Planner, CJ Gates)

BACKGROUND: When developing a subdivision the developer/subdivider has the option of either completing all the infrastructure improvements prior to requesting approval of the final plat, or entering into a Subdivision Development Agreement (SDA) with the City of Woodland Park. It is at the City's discretion, to enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements required by City Code, or otherwise specified by the city according to city specifications.

City Council is scheduled to hold a hearing on the proposed final plat for Stone Ridge Village Filing No. 5 at the April 20, 2023 meeting. Staff's recommendation for the final plat includes the condition that the approval is subject to the condition that the developer must enter into a subdivision development agreement including financial guarantee for the cost estimate (approved by the city) 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.

To secure this contract, the subdivider is required to provide, subject to approval of the city council, either a cash escrow, an irrevocable letter of credit, or bond. The amount of the financial security is required to be at least equal to the cost, as estimated by the subdivider and approved by the city engineer, of installing all required improvement plus 50 percent.

The developer for Stone Ridge Village Filing No. 5 has provided cost estimates for completing the infrastructure, however these have NOT been approved by the City Engineer. At this time, the developer must still provide cost estimates satisfactory to the City and must also provide the form of financial security.

The recommendation is for City Council to approve the SDA as presented however, Exhibit A must be updated with cost estimates acceptable to the City. The SDA and associated final plat are to be recorded concurrently after the financial guarantee is provided to the City.

RECOMMENDATION: Approve the Subdivision Development Agreement for Stone Ridge Village Filing No. 5, with the requirements that Exhibit A must be updated with cost estimates acceptable to

the City; and the SDA and associated final plat are to be recorded concurrently after the financial guarantee is provided to the City.

- ATTACHMENTS:**
1. Stone Ridge Filing 5 - SDA - 4.13.23
 2. Exhibit A 1-9-23 Not Approved Revised Improvement Costs
 3. Stone Ridge Filing 5 Plat Exhibit

10.1 SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 2023 by and between the CITY OF WOODLAND PARK (the “City”), and Stone Ridge Village, LLC, Dana Duncan, Manager (the “Developer”):

WHEREAS, the property which is subject to this agreement is the Stone Ridge Village Filing 5, within the City of Woodland Park, County of Teller, Colorado, and the Developer has submitted this plat for the subject property to the City for approval as required by City Ordinance; and

WHEREAS, the Developer and City desire to provide for the orderly development of the subject area now submitted to platting and provide for all matters required by the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the City; and

WHEREAS, City Code Section 13.12.040, City Code Section 13.36.030 and City Code Section 17.44.030 provide for an agreement with those desiring to extend water or sewer facilities, requiring all third parties to pay for their pro-rata share of the cost of extension prior to tapping on to said facilities; and

WHEREAS, the parties hereto wish to make an equitable agreement defining various terms concerning the construction/installation of such facilities,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. GENERAL CONDITIONS

1. The Developer agrees as follows:
 - a. To develop the platted area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the City.
 - b. To install and construct the following public improvements: street base and surface, water lines, sanitary sewer line, drainage, street signs, traffic control signs; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City. All public improvements shall be installed/constructed in accordance with the engineering plans filed with and conditionally approved by the City Engineer or appointed representative on May 17, 2022 and according to revised engineering plans as may be received and approved by the City Engineer or appointed representative.
 - c. To obtain, place, and keep current with the City, a surety bond, letter of credit, or other acceptable assurance, for the purpose of guaranteeing to the City, the installation, interim maintenance and final acceptance by the City of all public improvements in accordance with the Subdivision Regulations, Engineering specifications, Zoning Ordinance, and all other applicable ordinances of the City. The amount of the collateral shall be

equal to one hundred and fifty percent (150%) of the construction cost as estimated by the Developer and approved by the City Engineer or appointed representative. The amount of this collateral is hereby set at \$_____ as shown by Exhibit A attached. The Developer shall remain liable for all costs of completion of the required public improvements in excess of this amount.

- d. The Developer agrees that after initial acceptance by the City Engineer or appointed representative of all public improvements, said improvements shall become the sole and exclusive property of the City free and clear from any liens, claims, restrictions or encumbrances. The Developer shall furnish the City lien waivers and/or satisfactory proof that all claims and payments to be made in connection with installation/construction of said public improvements have been satisfied.
 - e. The Developer SHALL FURTHER: Maintain all public improvements in the subdivision until these improvements have received initial acceptance by the City for maintenance. The Developer agrees to warrant workmanship and material for one (1) year from date of initial acceptance by the City.
2. All improvements shall be completed by April 20, 2024 unless an extension is granted as outlined in Section 17.28.030 of the Municipal Code. Street paving shall not be completed until all water, sanitary sewer, drainage, and other utilities are installed and accepted by the City unless otherwise approved by the City Engineer or appointed representative.
3. The City and the Developer agree and understand as follows:
 - a. All construction installation shall be done and accomplished in accordance with City Ordinances, Engineering Specifications, rules, regulations, and standards in effect at the time of the execution of this Agreement and under the observation of the City.
 - b. The construction cost for all public improvements shall be borne by Developer.
 - c. Any costs for engineering, construction staking, and right of way acquisition shall be borne by Developer.
 - d. If desired by the City, portions of the improvements may be placed in service when completed, but such use and occupation shall not constitute an acceptance of said portions. However and notwithstanding the preceding sentence, any portion of the improvements placed into service by the City for a period of twelve (12) months shall constitute an initial acceptance by the City of such portions of the improvements, as applicable, unless the Developer is notified in writing by the City during said period of service of specified deficiencies for correction by the Developer.
 - f. The City will issue building permits for construction on lots only when the final grade within the right-of-way, at least the first lift of paving, curb and gutter, cable, phone, electrical, gas, water, wastewater, stormwater, fire hydrants, street name, and traffic control signs installed and erosion control

are in place and functionally complete as determined by the City Engineer or appointed representative.

- g. Public improvements installed/constructed pursuant to this Agreement are eligible for initial acceptance in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City, which initial acceptance upon written request of the Developer shall not be unreasonably withheld, conditioned or delayed by the City Engineer or appointed representative. Request for final acceptance, in writing, may be received by the City no sooner than twelve (12) months following initial acceptance. After inspection the City will identify and provide a written list of deficiencies based on physical inspection of the public improvements. The Developer shall correct all said deficiencies to the City Engineer or appointed representative's satisfaction within six (6) months from the date said deficiency list was issued. When all said deficiencies have been corrected, the City will grant a final acceptance to the Developer.
- h. From time to time, as work to be performed and public improvements to be installed/constructed progresses, the Developer may request in writing that the City inspect such work and improvements as are completed and that corresponding reductions of the collateral be granted. These requests will be processed in a manner similar to a request for initial acceptance. When the City is satisfied that such work and improvements as are specified by the Developer have been completed in accordance with the terms hereof, the City Engineer or appointed representative will submit his statement that he has no objection to the partial reduction of so much of the above specified collateral as is necessary to pay the cost of the work performed and improvements installed/constructed pursuant to this Agreement. In no event shall the amount of any collateral which remains subsequent to any request and approval of a partial release be less than one hundred fifty percent (150 percent) of the established construction cost of the required public improvements for which no release has been made. Also in the event partial releases have been requested and approved, the City and the Developer agree that upon satisfactory completion of all required public improvements, all remaining collateral shall be released by the City to the Developer.
- i. In order to obtain any releases of the collateral, the Developer shall be required to submit to the City satisfactory documentation confirming proof of payment for contractor services, materials, professional services and other expenditures related to the installation/construction of the applicable public improvements.
- j. Water and sewer improvements shall be considered as individual entities and shall be inspected and accepted separately as such. Streets and drainage improvements shall be considered together and shall be accepted together as such.

- B. UTILITY REIMBURSEMENT: Not Applicable
- C. SPECIAL REQUIREMENTS: As Required
 - 1. Developer shall pay a Water Development Fee for each single-family residential lot (a total of \$21,600 for Filing No. 5)
 - 2. The **Developer** shall provide “as built” construction drawings of the public improvements prior to initial acceptance.
 - 3. Prior to recording the Final Plat, the City Engineer must approve the water line easement location at the end of Red Haven Place.
- D. IT IS FURTHER AGREED between the parties that this Agreement shall be recorded in the records of Teller County at Developer expense; and further, that this Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto. The parties also agree that upon the satisfactory completion of the obligations and terms of this Agreement, the parties shall cause to be recorded in the records of Teller County a document releasing the subdivided property and the parties, as well as their respective heirs, successors and assigns, from the obligations and covenants imposed herein.
- E. IT IS FURTHER AGREED that the rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. In the event the City is required to pursue legal action to enforce the terms of this Agreement and prevails, the Developer shall be liable for reimbursement of the City’s court costs and attorneys’ fees resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF WOODLAND PARK, COLORADO

ATTEST:

BY: _____
Mayor

By: _____
City Clerk

BY: _____
Stone Ridge Village, LLC, Dana Duncan, Manager

Mailing Address

STATE OF COLORADO)
) S.S.
COUNTY OF TELLER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____.

Witness my hand and official seal.

My commission expires _____

Notary Public

10.2 SAMPLE PERFORMANCE GUARANTEE

DATE _____
NAME: _____

STREET _____

PROJECT _____

From _____

To _____

The undersigned Contractor hereby guarantees that:

The materials and workmanship furnished under this contract will be according to City engineering specification and will be free from defects for a period of one (1) year from the date of final acceptance by the City.

Within the guarantee period and upon notification to the Contractor by the City, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, which in the judgment of the City, become necessary during such period.

The costs of all materials, parts, labor, transportation, supervision, special tools and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the Contractor.

The Contractor also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one (1) year from the date of their installation.

If within 24 hours after the City gives the Contractor notice of a defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments himself or order the work to be done by the third party, the cost of the work to be paid by the Contractor plus 15 percent.

In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustment may be made by the City, or a third party chosen by the City, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

NOTARY PUBLIC

CONTRACTOR

Doing Business As

Stone Ridge Village Filing 5

Public Improvement Estimates

Updated Jan. 9, 2023

Curb & Gutter

Mobilization	1 LS	\$10,000.00	\$10,000.00
Stone Ridge Drive			
SR Drive - North	287 LF	\$23.50	\$6,744.50
SR Drive - South	293 LF	\$23.50	\$6,885.50
8' Sidewalk	290 LF	\$40.00	\$11,600.00
Cross Pan	550 SF	\$11.00	\$6,050.00

Firestone Drive

West	946 LF	\$25.25	\$23,886.50
East	948 LF	\$25.25	\$23,937.00
5' Sidewalk	946 LF	\$25.00	\$23,650.00
Ada Ramp	1 each	\$1,750.00	\$1,750.00

Subtotal Curb & Gutter \$114,503.50

Paving & Subgrade

Mobilization CTS	1 LS	\$4,500.00	\$4,500.00
CTS Install 3%-10" depth	3537 SY	\$13.50	\$47,749.50
Mobilization Asphalt	1 LS	\$3,500.00	\$3,500.00
Asphalt 4" depth	3537 SY	\$26.80	\$94,791.60

Subtotal Paving \$150,541.10

Hydro Seed Revegetation ROW

Mobilization	1 LS	\$350.00	\$350.00
Stone Ridge Drive			
North - 11'	3157 SF		
South - 11'	3223 SF		
Firestone Drive			
West - 6'	5676 SF		
East - 6'	5688 SF		
	17744 SF	\$0.19	\$3,424.59

Subtotal ROW revegetation \$3,774.59

Street Signs

Stop Sign Firestone - in hand		\$0.00	
Install Signs	1 each	\$250.00	

Subtotal Street Signs \$250.00

Site Clean up concrete

Lump sum haul off	1	\$6,000.00	\$6,000.00

Subtotal Site Clean up \$6,000.00

Total Public Improvement costs \$275,069.19

50% surcharge \$137,534.60

Total guarantee requirement \$412,603.79

LS Lump Sum
SF Sq Ft
LF Lineal Feet
SY Sq Yard

STONE RIDGE VILLAGE FILING NO. 5
LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER
(S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF
THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE RIDGE VILLAGE, LLC, A COLORADO LIMITED LIABILITY COMPANY, DANA E. DUNCAN, MANAGER, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TO WIT:

LEGAL DESCRIPTION – STONE RIDGE VILLAGE, FILING NO. 5 EXTERIOR BOUNDARY.

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 682864 OF THE RECORDS OF THE TELLER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER (S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 14, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 28, STONE RIDGE VILLAGE FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 605359 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "JR. ENG. PLS 25369" FROM WHICH THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTHWOODS SUBDIVISION FILING NO. 4, AS RECORDED UNDER RECEPTION NO. 313663 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "JR. ENG. PLS 25369" BEARS S89°33'37"W, A DISTANCE OF 1352.61 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°33'37"W ALONG THE SOUTHERLY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID SE1/4 NE1/4 AND THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 543248 OF SAID COUNTY RECORDS, A DISTANCE OF 643.63 FEET TO THE SOUTHWEST CORNER OF LOT 32, OF SAID STONE RIDGE VILLAGE FILING NO. 1 AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE S89°33'37"W CONTINUING ALONG THAT LINE COMMON TO SAID SE1/4 NE1/4, SAID RECEPTION NO. 543248 AND SAID NORTHWOODS SUBDIVISION FILING NO. 4, A DISTANCE OF 622.06 FEET;

THENCE N26°27'22"E, A DISTANCE OF 89.89 FEET;

THENCE N61°01'35"W, A DISTANCE OF 156.03 FEET;

THENCE ALONG THE ARC OF A 2016.66 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°34'02", AN ARC LENGTH OF 129.34 FEET (THE LONG CHORD OF WHICH BEARS N36°50'58"E, A LONG CHORD DISTANCE OF 129.32 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 761.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°00'34", AN ARC LENGTH OF 212.64 FEET (THE LONG CHORD OF WHICH BEARS N43°01'01"E, A LONG CHORD DISTANCE OF 211.95 FEET);

THENCE S46°10'05"E, A DISTANCE OF 103.98 FEET;

THENCE N81°54'52"E, A DISTANCE OF 117.19 FEET;

THENCE N50°30'32"E, A DISTANCE OF 17.93 FEET;

THENCE N63°13'38"E, A DISTANCE OF 328.41 FEET;

THENCE N26°38'35"W, A DISTANCE OF 84.82 FEET;

THENCE N62°04'54"E, A DISTANCE OF 170.33 FEET;

THENCE ALONG THE ARC OF A 1021.89 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°37'06", AN ARC LENGTH OF 28.86 FEET (THE LONG CHORD OF WHICH BEARS S27°35'41"E, A LONG CHORD DISTANCE OF 28.86 FEET);

THENCE N58°39'03"E, A DISTANCE OF 192.07 FEET;

THENCE S31°36'14"E, A DISTANCE OF 106.89 FEET TO THE MOST NORTHERLY CORNER OF LOT 17, OF STONE RIDGE VILLAGE FILING NO. 3, AS RECORDED UNDER RECEPTION NO. 702446 OF SAID COUNTY RECORDS, SAID POINT ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF LOT 18, OF SAID STONE RIDGE VILLAGE FILING NO. 3;

THENCE S55°48'02"W ALONG THE NORTHWESTERLY LINE OF SAID LOT 17, A DISTANCE OF 142.13 FEET TO THE MOST WESTERLY CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF STONE RIDGE DRIVE, AS DEPICTED ON SAID STONE RIDGE VILLAGE FILING NO. 3;

THENCE S55°01'32"W ALONG THE NORTHERLY TERMINUS OF SAID STONE RIDGE DRIVE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

1.) THENCE ALONG THE ARC OF A 1021.89 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°03'57", AN ARC LENGTH OF 108.19 FEET (THE LONG CHORD OF WHICH BEARS S38°00'28"E, A LONG CHORD DISTANCE OF 108.14 FEET);

2.) THENCE ALONG THE ARC OF A 1798.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°16'35", AN ARC LENGTH OF 8.67 FEET (THE LONG CHORD OF WHICH BEARS S60°35'53"W, A LONG CHORD DISTANCE OF 8.67 FEET);

3.) THENCE S29°15'49"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1;

THENCE ALONG THE BOUNDARY LINE OF SAID STONE RIDGE VILLAGE FILING NO. 1 THE FOLLOWING FIVE (5) COURSES;

1.) THENCE ALONG THE ARC OF A 1848.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°03'45", AN ARC LENGTH OF 260.10 FEET (THE LONG CHORD OF WHICH BEARS S64°46'03"W, A LONG CHORD DISTANCE OF 259.89 FEET);

2.) THENCE S33°38'04"E, A DISTANCE OF 101.82 FEET;

3.) THENCE S60°43'54"W, A DISTANCE OF 164.08 FEET;

4.) THENCE S29°16'06"E, A DISTANCE OF 100.00 FEET;

5.) THENCE S00°26'23"E, A DISTANCE OF 47.77 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 7.95 ACRES OF LAND, MORE OR LESS.

DEDICATION:

THE UNDERSIGNED OWNER HAS CAUSED SAID TRACT TO BE PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY GRANT UNTO THE CITY OF WOODLAND PARK THOSE EASEMENTS, RIGHTS-OF-WAY AND AREAS FOR PUBLIC USE SHOWN ON THE PLAT. THE SOLE RIGHT AND AUTHORITY TO RELEASE OR CONVEY ALL OR ANY SUCH EASEMENTS, RIGHTS-OF-WAY AND AREAS FOR PUBLIC USE SHALL REMAIN EXCLUSIVELY VESTED IN THE CITY OF WOODLAND PARK. ALL STREETS ARE HEREBY DEDICATED TO THE CITY OF WOODLAND PARK FOR PUBLIC USE. ALL EASEMENTS SHALL RETAIN THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS. NO PERMANENT STRUCTURES EXCEPT FENCING UPON CITY APPROVAL SHALL BE ALLOWED ON ANY EASEMENT.

WITNESS MY HAND THIS ____ DAY OF _____, 2022.

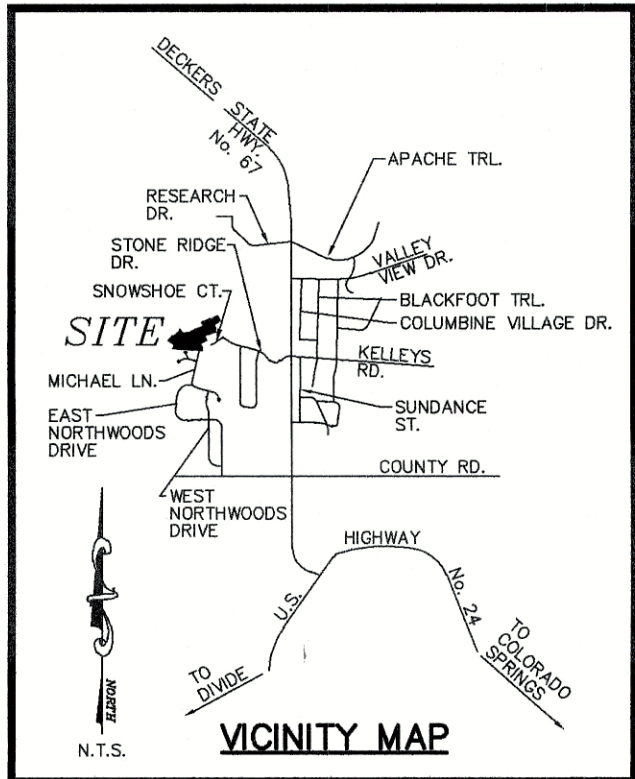
DANA E. DUNCAN, MANAGER, STONE RIDGE VILLAGE, LLC

STATE OF COLORADO
COUNTY OF TELLER

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



EASEMENTS:

UNLESS SHOWN GREATER IN WIDTH, BOTH SIDES OF ALL SIDE LOT LINES ARE HEREBY PLATTED WITH A FIVE (5) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AND BOTH SIDES OF ALL REAR LOT LINES ARE HEREBY PLATTED WITH A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AND ALL FRONT LOT LINES ARE HEREBY PLATTED WITH A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND IMPROVEMENTS.

SUBDIVIDER/OWNER:

STONE RIDGE VILLAGE, LLC
DANA DUNCAN, MANAGER
300 SUNNY GLEN COURT
WOODLAND PARK, CO 80863
(719) 687-0800

SURVEYOR:

ERIC SIMONSON
RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, CO 80866
(719) 687-0920

APPROVAL BY THE PLANNING COMMISSION:

APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF WOODLAND PARK, COLORADO THIS ____ DAY OF _____, 2022, A.D.

CHAIRMAN

ATTEST: RECORDING SECRETARY PLANNING COMMISSION

APPROVAL BY THE CITY COUNCIL:

THIS PLAT AND THE DEDICATION TO THE PUBLIC OF THE STREETS AND PUBLIC WAYS SHOWN HEREON, AND THE PUBLIC UTILITY EASEMENTS AS SHOWN ARE HEREBY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO, THIS ____ DAY OF _____, 2022, A.D.

MAYOR CITY CLERK

COUNTY TREASURER:

ALL TAXES ASSESSED AND DUE ON THE PROPERTY DESCRIBED ABOVE HAVE BEEN PAID IN FULL. SIGNED THIS ____ DAY OF _____, 2022, A.D.

TELLER COUNTY TREASURER

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS DIRECT SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE OF THE CITY OF WOODLAND PARK, COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTES:

1.) ALL BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED BEARING OF S89°33'37"W, A DISTANCE OF 1352.61 FEET BETWEEN A REBAR AND 3-1/4" ALUMINUM CAP STAMPED "JR ENG PLS 25369" AT THE EAST ONE-QUARTER OF SECTION 14 AND A 3-1/4" ALUMINUM CAP STAMPED "JR ENG PLS 25369" AT THE EAST ONE-SIXTEENTH CORNER OF SECTION 14.

2.) NO BUILDING PERMITS SHALL BE ISSUED FOR BUILDING SITES WITHIN THIS PLAT UNTIL ALL REQUIRED FEES HAVE BEEN PAID AND ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN INSTALLED AS SPECIFIED BY THE CITY OF WOODLAND PARK OR ALTERNATIVELY, UNTIL ACCEPTABLE ASSURANCES GUARANTEEING THE PAYMENT OF THE FEES AND THE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS AND UTILITIES HAVE BEEN PLACED ON FILE WITH THE CITY OF WOODLAND PARK. ALL EXPENSES INVOLVED IN NECESSARY IMPROVEMENTS TO WATER, SANITARY SEWER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, DRAINAGE SYSTEM AND STREET SYSTEM SHALL BE FINANCED BY THE SUBDIVIDER, NOT THE CITY. THE APPROVAL OF THIS PLAT MAY BE WITHDRAWN IF ALL CONDITIONS OF APPROVAL ARE NOT MET.

3.) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY RAMPART SURVEYS FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD. FOR EASEMENTS OF RECORD SHOWN HEREON RAMPART SURVEYS RELIED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY OF WOODLAND PARK, FILE NO: 1760828, (COMMITMENT DATE: JULY 25, 2022 AT 08:00 AM), AS PROVIDED TO RAMPART SURVEYS BY THE CLIENT. NO OTHER EASEMENTS OF RECORD ARE SHOWN EXCEPT AS FOUND THEREIN. THE NUMBERS USED BELOW CORRESPOND WITH THE NUMBERS USED ON SCHEDULE B, PART II EXCEPTIONS IN THE ABOVE REFERENCED COMMITMENT.

1. - 8. RAMPART SURVEYS DID NOT ADDRESS THESE ITEMS.

9. THE PROPERTY IS SUBJECT TO ANY AND ALL SEVERED OR RESERVED MINERALS AND MINERAL ESTATES.

10. THE PROPERTY IS SUBJECT TO RESERVATIONS OF (1) ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; (2) RIGHT OF THE PROPRIETOR OF ANY VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW, AS SET FORTH IN U.S. PATENT(S) NO. 3266, BLM SERIAL NO. C01160_027, ISSUED APRIL 28, 1898 TO ANNA A. SPIELMAN; AND PATENT NO. 2458, BLM SERIAL NO. C01300_247, ISSUED OCTOBER 20, 1890 TO WILBER V. EASTHAM; AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

11. THE PROPERTY IS SUBJECT TO RESERVATIONS OF (1) ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; (2) RIGHT OF THE PROPRIETOR OF ANY VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW, (3) RIGHT OF WAY FOR ANY DITCHES OR CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES, AS SET FORTH IN U.S. PATENT NO. 115378, BLM SERIAL NO. MW-0561-451, ISSUED JUNE 10 1898 TO JOHN G. WHITE AND THOMAS CUMMINS, AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

12. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DEED, RECORDED NOVEMBER 1, 1981 AT RECEPTION NO. 298030 IN DRAWER 41 AT CARD 1461A.

13. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS, RECORDED JULY 27, 1981 AT RECEPTION NO. 313732 IN BOOK 334 AT PAGE 635. (DOES NOT AFFECT SUBJECT PROPERTY)

14. THE PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, CONDITIONS, PROVISIONS, OBLIGATIONS OF THE UNITED STATES, AS SET FORTH IN U.S. PATENT NO. 10171983, BLM SERIAL NO. C0C 03794FD, ISSUED OCTOBER 17, 1983 TO THE NATURE CONSERVANCY, ET AL, AS POSTED IN THE BUREAU OF LAND MANAGEMENT, GENERAL LAND OFFICE RECORDS.

15. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DEED, FROM J. LAURENCE SHEERIN AND F.B. HOWES, JR TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, RECORDED APRIL 24, 1991 AT RECEPTION NO. 390126 IN BOOK 576 AT PAGE 106. (DOES NOT AFFECT SUBJECT PROPERTY)

16. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN RIGHT-OF-WAY EASEMENT, RECORDED OCTOBER 15, 1991 AT RECEPTION NO. 390126 IN BOOK 576 AT PAGE 106.

17. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN RIGHT-OF-WAY EASEMENT, RECORDED SEPTEMBER 14, 1992 AT RECEPTION NO. 399288 IN BOOK 625 AT PAGE 226.

18. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GENERAL RIGHT OF WAY EASEMENT, RECORDED FEBRUARY 16, 1994 AT RECEPTION NO. 417037 IN BOOK 726 AT PAGE 28.

19. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GENERAL RIGHT OF WAY EASEMENT, RECORDED FEBRUARY 15, 1995 AT RECEPTION NO. 430123.

20. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN AGREEMENT, RECORDED MARCH 24, 1999 AT RECEPTION NO. 489451.

21. THE PROPERTY IS SUBJECT TO MATTERS AS SET FORTH ON LAND SURVEY PLAT DATED JUNE 11, 1999 AND RECORDER IN THE LAND SURVEY PLATS OF THE CLERK AND RECORDER OF TELLER COUNTY, COLORADO IN BOOK LS 4 AT PAGE 23.

22. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN GRANT OF EASEMENT(S), RECORDED SEPTEMBER 28, 2001 AT RECEPTION NO. 524109; RECORDED SEPTEMBER 28, 2001 AT RECEPTION NO. 524110.

23. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT CONCERNING WATER DEVELOPMENT FEES RECORDED SEPTEMBER 22, 2000 AT RECEPTION NO. 509811.

24. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO.947, SERIES 2002 ANNEXATION, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED AUGUST 1, 2002 AT RECEPTION NO. 536884.

25. THE PROPERTY IS SUBJECT TO MATTERS AS SET FORTH IN THE DUNCAN ANNEXATION PLAT RECORDED OCTOBER 7, 2002 AT RECEPTION NO. 539722.

RECORDING:

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ____ O'CLOCK ____ M., THIS ____ DAY OF _____, 2022, A.D., AND IS DULY RECORDED UNDER RECEPTION NUMBER ____ OF THE RECORDS OF TELLER COUNTY, COLORADO.

SEE: _____

BY: TELLER COUNTY CLERK AND RECORDER

NOTES -- CONTINUED:

26. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 949, SERIES 2002 ANNEXATION, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED OCTOBER 16, 2002 AT RECEPTION NO. 540086.

27. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 991, SERIES 2004 ZONING, BY AND BEFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO RECORDED MARCH 26, 2004 AT RECEPTION NO. 563875.

28. THE PROPERTY IS SUBJECT TO TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN PERMANENT EASEMENT, RECORDED JUNE 23, 2010 AT RECEPTION NO. 636259.

29. THE PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE (DELETING ANY RESTRICTIONS INDICATION ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN) AS CONTAINED IN INSTRUMENT RECORDED APRIL 12, 2007 AT RECEPTION NO. 605533. AMENDMENT RECORDED MARCH 6, 2008 AT RECEPTION NO. 615611. AMENDMENT RECORDED NOVEMBER 14, 2016 AT RECEPTION NO. 693041. AND ANY AND ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO. AMENDMENT RECORDED NOVEMBER 15, 2017 AT RECEPTION NO. 702473 AND RECORDED NOVEMBER 15, 2017 AT RECEPTION NO. 702474.

4.) ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 08119C0139D (MAP REVISED SEPTEMBER 25, 2009), THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS, ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

5.) ALL FUTURE UTILITIES ARE REQUIRED TO BE UNDERGROUND.

6.) PURSUANT TO SECTION 17.40.250 OF THE MUNICIPAL CODE, EACH LOT SHALL HAVE A MAXIMUM SITE COVERAGE BETWEEN 25% TO 20% DEPENDING ON THE LOT SIZE, AS SPECIFIED IN TABLE LCS.

7.) ALL LINEAL UNITS DEPICTED ON THIS SUBDIVISION PLAT ARE U.S. SURVEY FEET.

WATER AVAILABILITY DISCLAIMER:

AT THE TIME THIS PLAT IS BEING APPROVED BY THE CITY OF WOODLAND PARK, THE GROWTH REPRESENTED BY ITS BUILD-OUT IS COMPATIBLE WITH THE CITY'S MASTER PLAN. THE CITY IS IN THE PROCESS OF DEVELOPING WATER SUPPLIES, WHICH ARE SUFFICIENT TO SERVE THE CITY IN ACCORDANCE WITH THE MASTER PLAN. HOWEVER, BECAUSE WATER DEVELOPMENT IS ONLY PARTIALLY WITHIN THE CITY'S CONTROL, THE CITY CANNOT RESERVE WATER FOR SPECIFIC LANDS AND CANNOT GUARANTEE THAT WATER TAPS WILL BE AVAILABLE FOR ANY SPECIFIC PROPERTY AT ANY FUTURE DATE INCLUDING ANY LOTS IN THIS PLAT.

REVISION DATE:
DATE OF PREPARATION: AUGUST 19, 2022

SUB. PLAT – STONE RIDGE VILLAGE FILING NO. 5
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 22023FP.DWG

PAGE 1 OF 2

STONE RIDGE VILLAGE FILING NO. 5
LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER
(S1/2 NE1/4) OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF
THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

LEGEND:

- SET 5/8" REBAR AND ORANGE CAP STAMPED "RAMPART PLS 38560"
- ⊙ FOUND REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965"
- ⊙ FOUND REBAR AND 3-1/4" ALUMINUM CAP STAMPED "J.R. ENG PLS 25369" (1/16 CORNER)
- ⊙ FOUND REBAR AND 3-1/4" ALUMINUM CAP STAMPED "J.R. ENG PLS 25369" (1/4 CORNER)

UNPLATTED
(RECEPTION NO. 682664)

FOUND 3-1/4" ALUMINUM CAP
STAMPED AS SHOWN - EAST
1/16 CORNER SECTION 14,
T. 12 S., R. 69 W.

JR ENG
T 12 S R 69 W
E 1/16
C S 14 C
1997
PLS 25369

FOUND 3-1/4" ALUMINUM CAP
STAMPED AS SHOWN - WEST
1/4 CORNER SECTION 13,
T. 12 S., R. 69 W.

JR ENG
T 12 S R 69 W
1/4
S 14 S 13
1997
PLS 25369

0' 50' 100'
SCALE: 1" = 50'
JOB NO.: 22023
AUGUST 19, 2022

NORTHWOODS SUBDIVISION FILING NO. 4
(RECEPTION NO. 313663)

UNPLATTED
(RECEPTION NO. 543248)

SUB. PLAT - STONE RIDGE VILLAGE FILING NO. 5
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART
SURVEYS, LLC

P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 22023FP.DWG PAGE 2 OF 2

**WOODLAND PARK CITY COUNCIL
COUNCIL RULES OF PROCEDURE
Rev. April 20, 2023**

		Exhibit A Page
Section 1.	Purpose and Effect	
Section 2.	Parliamentary Authority	
Section 3.	Duties of Officers	
Section 4.	Meeting Provisions	
Section 5.	Council Meetings, Occurrence, Notice Provisions, and Minutes	
Section 6.	Council Meeting Agenda and Order of Business	
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Section 8.	Conducting Public Hearings	
Section 9.	City Council Committees	
Section 10.	Additional Items	
Section 11.	Sanctions	

Section 1. Purpose and Effect. These Rules of Procedure ("Rules") constitute the official rules of procedure for the Woodland Park City Council and are adopted for the sole benefit of the members of the City Council to assist in the orderly conduct of Council business. These rules do not grant rights or privileges to members of the public or third parties.

These Rules shall be periodically reviewed as needed, but at least every [Posted] five years; therefore, the Rules shall be reviewed in the month of January of every year ending in zero (0) or five (5), or as soon thereafter as practicable and may be reviewed any other time that Council shall choose to review them.

These Rules do not supersede the provisions of the Home Rule Charter of the City of Woodland Park, Colorado, ("Charter") but are only intended to supplement the provisions of the Charter and Woodland Park Municipal Code ("Code").

References herein to "he" or "his" are not intended to be gender specific and instead shall be read as "he or she" and "hers or his".

Section 2. Parliamentary Authority. In all decisions arising from points of order, the Council may consult the most current edition of Robert's Rules of Order Newly Revised (currently the 11th edition), a copy of which is maintained in the office of the Woodland Park City Clerk ("Clerk"). Any reference to Robert's Rules of Order in these rules means the most current edition of Robert's Rules of Order. A majority of a quorum of Councilmembers present at a meeting may waive any rule.

Section 3. Duties of Officers.

a. Presiding Officers.

The Mayor shall be the presiding officer of the Council. He shall preside at meetings of the Council, and shall have the same right to speak and vote therein as any member. (Charter § 3.2)

The Mayor Pro Tem shall act as Mayor during the absence or disability of the Mayor. In the event of absence or disability of both the Mayor and the Mayor Pro Tem, the Council shall designate another of its members to serve as Acting Mayor during such absence or disability. Any Mayor Pro Tem or Acting Mayor, while serving as Mayor, shall retain all powers granted herein to Councilmen. (Charter § 3.3)

b. Presiding Officer's Duties. It will be the duty of the Presiding Officer to:

- i. Call the meeting to order.

- ii. Keep the meeting to its order of business.
- iii. Control discussion in an orderly manner.
 - 1. Give every Councilmember who wishes an opportunity to speak when individually recognized by the Presiding Officer.
 - 2. Allow city staff participation when recognized by the Presiding Officer.
 - 3. Permit audience participation at the appropriate times.
 - 4. Require all speakers to identify themselves by name and current municipality of residence for the record, and at the speaker's option, his or her street address, speak to the question and observe the rules of order.
- iv. Request that the City Clerk state each motion before it is discussed and before it is voted upon.
- v. Put motions to a vote and City Clerk announce the outcome.
- vi. Confirm that a Councilmember's request of staff is agreeable to a majority of Council present. The City Manager shall first consider a request requiring extensive staff effort or study. On any request, staff may seek clear direction from a majority of the Council.
- vii. Allow any Councilmember to request a roll call vote.
- c. Presiding Officer-Question of Order. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any member. A majority vote of Council present in favor of an appeal may overrule the Presiding Officer's ruling.

A speaker is out of order when speaking of matters foreign to the issue.

On questions that are debatable, the minority has the undeniable right to deliberate.

- d. ATTENDANCE. In the event an member of Council is unable to attend and meeting of the Council, such member is requested to make a reasonable effort to so advise the City Clerk, City Manager, or Mayor in advance of the meeting. In the event a Councilmember is not in attendance at a meeting, such absence shall be considered excused, unless any Councilmember objects to the excusal of such absence.
 - i. In the event of objection, the City Council shall determine by majority vote whether the absence is excused or unexcused.
 - ii. In the event a Council member is absent for three (3) regular meetings in a two-year term, any absence thereafter shall be considered unexcused unless

the City Council has previously approved the extended absences.

- iii. When a member's absence from a meeting is declared unexcused by the City Council, at the next succeeding regular meeting attended by the unexcused member, the member may explain the reason for the subject absence and request that the City Council for reconsideration. Such reconsideration may occur upon the concurrence of a majority of the councilmembers present.
- iv. If a member accrues more than three (3) unexcused absences within a two-year term may subject a Councilmember to disciplinary action by a majority vote of the rest of the Council. If a member accrues more than four (4) unexcused absences or eight (8) total absences within a two-year term the Council may declare the seat vacant.
- v. If any Councilmember is absent for three successive meetings, without prior approval by the Council in advance of such, and fails to attend the fourth meeting, the seat shall be declared vacant.

Except in the event of a personal need or emergency, no member may leave the meeting while a meeting is in progress without the request and permission of the Mayor. In such event, the Mayor may delay Council action, or proceed without the absent member(s) unless the matter before Council is quasi-judicial.

Section 4. Meeting Provisions. All Council Meetings shall comply with the requirements of the Colorado Open Meetings Law, § 24-6-401 and § 24-6-402, C.R.S. (All regular, special and emergency meetings of the Council shall be open to the public and citizens shall have an opportunity to be heard under such rules and regulations as the Council may prescribe. (Charter § 3.11)).

- a. Quorum. A majority of the members of the Council including the Mayor in office at the time shall constitute a quorum for the transaction of business at all Council meetings. A quorum shall be present at all regular, special and emergency meetings before any formal or legally binding action shall be taken by the Council. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date. In the absence of all members, the Clerk may adjourn any meeting for not longer than one (1) week. (Charter § 3.12).
- b. Seating Arrangement. The Mayor shall sit at the center of the Council dais, and the Mayor Pro Tem shall sit at the right hand of the Mayor. The City Attorney shall sit at the left hand of the Presiding Officer, to readily assist in consultations for order of the meeting. The City Manager shall sit at the left hand of the City Attorney. The remaining Councilmembers shall be seated to the right of the Mayor Pro Tem in descending order of seniority on the Council. If two or more Councilmembers have identical seniority, they shall be seated in alphabetical order by last name.
- e. Forms of Address. Council members shall always address each other in a respectful manner. For regular meetings and other formal settings, every effort should be attempted to address the Mayor as "Mr., Madam or Ms. Mayor" or "Mayor

~~(surname)." For regular meetings and other formal settings, every effort should be attempted to address the Mayor Pro Tem and Councilmembers as "Mr., Madam or Ms. (surname)" or "Councilmember (surname)." For study sessions and other informal settings, the Mayor may be addressed as "Mr., Madam, or Ms. Mayor" or "Mayor (surname)," and the Mayor Pro Tem and Councilmembers may be addressed by their first names.~~

- d. Dissents and Protests. Any Councilmember shall have the right to express dissent from any ordinance or resolution of the Council and have the reason entered in the minutes, if requested by the dissenting Councilmember.
- e. Voting. The votes during all Council Meetings and Committee balloting shall be transacted as follows:
 - i. Unless otherwise provided for by Charter, ordinance, or resolution, all votes shall be by a roll call vote taken by the Clerk, except that at the request of the City Clerk or any Councilmember, either a voice vote or show of hands vote may be taken by the Clerk, and the City Council may, in voting upon appointments to Council, (Boards and Commissions, vote by paper ballot and may vote for any one of the candidates for appointment. The paper ballot shall have the name of the Council Person casting the vote upon it and at the conclusion of the vote, the paper ballots shall be collected and given to the City Clerk who shall read the vote cast by each Council Person into the record. Each candidate receiving a majority of present Council Members votes shall be appointed to the Board or Commission. (Charter § 7.14)). (In all roll call votes during a meeting, the names of the members of the Council shall be called in alphabetical order and the name to be called first shall be advanced one (1) position alphabetically in each successive roll call vote. (Charter § 7.3 (c)).

On any matter upon which a tie vote is recorded, the matter shall fail. ~~be considered automatically postponed to a subsequent meeting.~~ (Any member refusing to vote, except when not so required by this Charter, shall be considered delinquent in his duties and an affirmative vote shall be cast and recorded in his name. (Charter § 7.3 (a), last sentence)).

In the event the Mayor or any Councilmember, or any member of his immediate family, has or could potentially be construed as having a conflict of interest, said Mayor or Councilmember shall declare such interest. If the Mayor or any Councilmember fails to declare such interest, the remaining members of the Council shall determine by a majority vote whether said interest does in fact constitute a conflict of interest. ((b) Neither the Mayor nor any member of the Council shall vote on any question in which he has a conflict of interest, other than the common public interest, or on any question concerning his own conduct. (Charter § 3.14))

A vote by "Yes" or "No" shall be taken upon the passage of all ordinances, resolutions and motions, and entered upon the minutes of the Council proceedings. (Every member, when present, must *vote* upon ordinances, resolutions and motions, except a member shall be excused from *voting* on

any question in which he has a conflict of interest or on any question concerning his own conduct. Each member of the Council who is present shall *vote* when his name is called, unless excused by the unanimous consent of the remaining members present. Any member refusing to *vote*, except when not so required by this Charter, shall be considered delinquent in his duties and an affirmative *vote* shall be cast and recorded in his name. (Charter § 7.3 (a)).

(The "Yes" and "No" votes upon all ordinances, resolutions and motions shall be entered upon the minutes, except that where the *vote* is unanimous it shall only be necessary to state that the *vote* was unanimous. (Charter § 7.3 (b)).

Debate. The Presiding Officer should offer the maker of the motion the opportunity to speak first during discussion on the motion. Individual Councilmembers, after recognition by the Presiding Officer, may each speak.

- ii. Where electronic voting mechanisms are utilized, the final vote will be held privately by the Clerk until all members have finalized their vote electronically, after which the individual Councilmember votes will be announced and posted publicly.

f. General Meeting Decorum.

- i. While the Council is in session, the members must preserve order and decorum. A member should not by conversation or otherwise (a) delay or interrupt the proceedings; (b) disrupt any member while speaking or the peace of the Council; or (c) refuse to obey the orders of the Council or the Presiding Officer, except as otherwise provided in these rules.
- ii. Persons may address the City Council regarding any action of the City Council, individual Councilmember, or individual staff member. However, they shall direct their remarks to the entire City Council and shall exercise proper respect and decorum. A person (or persons) disrupting a Council meeting shall be asked by the Presiding Officer to cease the disruptive behavior. The Presiding Officer, in the event of any disturbance or disorderly conduct in Council Chambers, shall have the power to order the same to be cleared and shall have authority to appoint a member of the Police Department as a temporary sergeant at arms for the purpose of preserving order in and near the Council Chambers.

g. Confidentiality.

- i. Councilmembers shall keep confidential all written materials and verbal information provided to them during executive sessions. Confidentiality also covers information provided to Councilmembers outside of executive sessions when the information is exempt from disclosure under law.

A decision to breach confidentiality, or to waive a privilege, such as the

attorney-client privilege, shall only be made by the Council acting as a whole, whenever the confidentiality requirement or the privilege applies to the city as a whole or to the Council as a whole. Any Councilmember who individually breaches such confidentiality, or who purports to waive such a privilege will be considered to be acting outside the performance of the councilor's authority. Further, the intentional dissemination of confidential information received in executive session, whether oral or written, shall constitute misconduct of office.

- ii. Following an executive session, the designated City staff representative handling the issue shall manage the contact with any other party. Any Councilmember having any contact or discussion shall make full disclosure to the City Manager and/or the Council in a timely manner.

h. Comfort Recesses.

- ~~i. A break may be taken at 9:00pm. Regular comfort breaks shall be taken at 2 hour intervals for a minimum of 10 minutes each, starting from the initial Council Meeting time. This initial time shall include any Executive, Special, or Work/Study Sessions that are before the regular meeting schedule.~~
- ~~ii. A mandatory 15 minute break shall occur prior to any Council Meeting, commonly taken at 6:45 PM for nourishment or other comfort necessities.~~

i. Seating and other arrangements.

- ~~i. Council chambers shall consist of general public seating arranged in a manner to maximize the seating and allow for comfortable spacing. At no time shall more persons occupy chambers that are permitted by the fire code or other applicable regulation.~~
- ii. The city staff who sit at the dais are the City Manager, City Attorney, City Clerk, and the designated sergeant-at-arms (Chief of Police or their law enforcement designee) and other presenting staff when additional seating is available. Remaining staff shall sit at a staff table.
- iii. Council may designate a staff table to allow room for additional staff presenting to place their materials and limit the use thereof to staff only.
- iv. Council may designate a press table to be utilized by credentialed members of the press including, for example, newspaper and radio staff and reporters.

Section 5. Council Meetings, Occurrence, Notice Provisions, and Minutes.

- a. Regular Meetings. Regular Meetings are held the first and third Thursdays of the month at ~~7:00-6:00~~ p.m., except that Council meetings times may be adjusted to accommodate holding executive session(s) prior to the order of business.

- b. Special Meetings. Special meetings of the Council shall be called by the Clerk on the written request of the Mayor, or by any two (2) members of the Council, on not less than twenty-four (24) hours written notice to each member of the Council, served personally or left at his usual place of residence or place of business, and written notice posted in not less than three (3) public places. (Charter § 3.8 (a)). (No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting. (Charter § 3.8 (b))). For purposes of the noticing of special meetings, an e-mail, and a text message, followed by an acknowledgement, shall be considered a written notice.
- c. Work or Study Sessions. References to “Work Sessions” for the purpose of these procedures are equally applied to “Study Sessions”. The Council, at its sole discretion, may schedule and hold Work or Study Sessions as it deems necessary. Work or Study Sessions are informal meetings for the purpose of review or discussion of certain topics: i.e. programs, projects, or issues; the upcoming Regular Business Meeting preliminary agenda; forthcoming programs and future Council agenda items; progress on current programs or projects. The City Manager may request to provide other information they feel is appropriate for consideration for a Work Session. Work or Study Sessions are intended to provide information or to develop policy consensus, and are not generally used for final actions.
- d. Executive Sessions. The Council may meet in executive session only under those circumstances allowable by the laws of the State of Colorado; provided, however, that no formal or legally binding action by the Council for the City shall be taken at any such executive session. (Charter § 3.11 (a)).

The Council may hold executive sessions from which the public may be excluded, for those purposes allowable by the laws of the State of Colorado.

- e. Public Notice. The City shall comply with the provisions of § 24-6-402, C.R.S. to provide notice of Council meetings.
- f. Minutes. The City Clerk shall prepare action minutes for all regular and special meetings. Action minutes will minimally include the following items:
 - i. Place of the meeting;
 - ii. Time the meeting started and ended;
 - iii. Which members of Council were present and, if relevant, any absences;
 - iv. The fact that a quorum was present;
 - v. Text of all main motions taken up by the Council and their disposition (passed, failed, referred to a committee, postponed, etc.);
 - vi. Any points of order that were made and their resolution; and
 - vii. Any other notations required under Charter, Code, or these Rules; and
 - viii. If Council went into executive session, the time of entering and the time of leaving such session. (See “Mastering Council Meetings” by Ann G. McFarlane)
- g. Recordings. At a minimum, the City Clerk shall audio record all regular, special, and work session meetings in an archival media form. Video recordings that include

audio are an acceptable alternative for documenting the meeting/session. For purpose of retention, work sessions shall comply with the statute retention requirements of regular meetings.

- i. All recordings shall be retained by the City Clerk in accordance with existing statute requirements.
- ii. All recordings shall be available for public records requests in compliance with existing statutes.
- iii. When digital recordings are available, endeavor to have them available on the city web site as soon as possible.

Section 6. Council Meeting Agenda and Order of Business.

- a. Order of Business for Regular Business Meetings. The typical order of business for each Regular Business Meeting shall be as follows:

- i. Call to Order
- ii. Roll Call
- iii. Pledge of Allegiance
- iv. Ceremonies, Presentations, and Appointments
- v. Approval of Agenda Order & Content (Additions, Deletions or Corrections to Agenda)
- vi. Consent Calendar (Public Comment May Be Heard)
- vii. Public Comment on Items Not On the Agenda.
- viii. Unfinished Business (Including Public Hearings)
- ix. Ordinances on Initial Posting (Public Comment May Be Heard)
- x. Public Hearings (Public Comment May Be Heard)
- xi. New Business (Public Comment May Be Heard)
- xii. REPORTS:
Reports should be confined to Public Service Announcements, Liaison reports, and other community based announcements or presentations. No personal or ad hominem attacks or election campaigning shall be allowed.

1. Mayor's Report
2. Council Reports
3. City Attorney's Report
4. City Manager's Report(s)

- xiii. Executive Session (if necessary). (Executive Sessions may also be held first or prior to the order of business).
- xiv. Adjournment

This Order of Business may be changed from time to time upon majority vote or consensus of the City Council.

The agenda of a Special Meeting shall generally follow the same format as that provided for Regular Business meetings.

- b. Order of Business for Work or Study Sessions. The order of business for each Work or Study Session shall be flexible to better accommodate discussion and time sensitive issues and may be changed upon majority approval of the Council. The

typical agenda order will be as follows:

- i. Call to Order
- ii. Roll Call
- iii. Pledge of Allegiance (optional)
- iv. Approval of Agenda Order & Content (Additions, Deletions or Corrections to Agenda)
- v. Study Session Items for Discussion or Review
- vi. Public Comments
- vii. Adjournment

c. Precedence of Motions.

Motions are to be phrased in an affirmative grammatical manner; and avoidance of any “double negative” type grammar in motions is encouraged.

A Councilmember may withdraw his/her motion at any time before it is put to a vote.

When any motion is upon the floor and the question is under debate, no motions shall be received but the following, and they shall generally have precedence in the following order, to wit:

Not debatable

- To adjourn.
- To call for the previous question.
- To postpone to a date certain.

Debatable

- To postpone a legislative matter indefinitely.
- To recess for a definite time.
- To refer.
- To amend.
- To amend the motion to amend.
- To lay on the table.

- d. Council Agenda. No item shall be voted upon which is not on the agenda as approved by the Council at the meeting, except that Council may vote to hold an executive session that is not on the agenda as approved by the Council at the meeting.
- e. Consent Calendar. The items on the consent calendar include those that: (a) have been previously discussed by the Council; (b) can be reviewed by the Council without further explanation based on the information delivered to the Council by the administration; or (c) are so routine or technical in nature that passage is likely.

Ordinances on initial posting shall appear on the consent calendar. As public

comment is customarily heard on Second Reading of the ordinance, which occurs at the meeting following initial posting, public comment will ordinarily not be taken at the meeting when initial posting occurs. Notwithstanding this customary practice, the presiding officer may choose to receive public comment on initial posting, should the circumstances warrant.

Councilmembers may ask questions about items on initial posting, but staff presentations will not be scheduled at initial posting. Background information on the item may be included in the packet for the meeting at which initial posting occurs.

The motion to adopt the consent calendar shall be non-debatable and have the effect of moving to adopt all items on the consent calendar. Since adoption of any item on the consent calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the consent calendar. Therefore, under the item "Approval of Agenda Order & Content," the Presiding Officer should inquire if any Councilmember wishes an item to be withdrawn from the consent calendar. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for deliberation at the current or a future Council meeting.

Under the item "Consent Calendar," the Presiding Officer should inquire if any Councilmember wishes to record a "no" vote. If a Councilmember wishes to record a "no" vote without withdrawing the item from the consent calendar, the Councilmember may do so by identifying the agenda item number and stating that intention at the time the Presiding Officer inquires whether any items are to be withdrawn from the consent calendar. The City Clerk records any "no" vote for any remaining Consent Calendar item(s), noting which item(s) have a specific "no" vote registered by dissenting Councilmember(s) along with the dissenting Councilmember name. The Consent Calendar adoption motion vote shall include the voting of all Councilmembers, dissenting to individual items or not.

f. Public Comments.

- i. Oral and Written Comments. Any citizen or his or her designated spokesperson may speak under public comments for no more than ~~three five~~ minutes, unless this rule is suspended by the Council. A speaker may read written comments they have authored themselves. In the case of a disability prohibiting a written comment speaker from speaking, they may designate a citizen spokesperson to execute the reading of their comments. Suspension of the ~~three five~~-minute rule will require agreement by the majority of the Council present. A citizen or his/her designees may speak once per public comment period. If a citizen or his/her designee appearing before the Council has used ~~three-five~~ minutes, that person, after all those who have signed up to speak have done so, may continue to address the Council if Council votes to suspend the rule.

All other written comments shall be handed to council, but no other written comments or correspondence shall be read into the record.

Public comment will not be taken in connection with items designated on the Council Agenda as Initial Posting or First Reading, Unfinished Business or New Business, except with special permission of the presiding officer.

The Presiding Officer shall have the discretion to address any issue raised by a citizen during public comments, refer the matter to the staff, or a future study session for discussions and/or thank the citizen for his or her comments.

Councilmembers may ask citizens clarification questions, during ~~Public Comment~~, public comment, however public comment is not intended to be a dialogue or debate between the witness and Councilmembers.

The Council may more informally take public comments at a study session, when appropriate and practical.

- ii. Identification of Speakers. Persons testifying shall identify themselves for the record by name and municipality of residence, and at the person's option, his or her street address. If representing an organization, the speaker shall also identify the location of the organization.
- iii. Instructions for Speakers. Instructions for speakers will be affixed to the podium. The Presiding Officer will advise speakers that their comments are being recorded and are a matter of public record.
- iv. Addressing Council Outside of a Public Hearing or Public Comments. No person may address the Council while it is in session without the recognition of the Presiding Officer.
- ~~v. Time restrictions. Public comment should not exceed thirty (30) minutes, but may be extended by the majority of City Council. Persons signed up to speak may not share, pass, or designate their time to another speaker.~~
- g. Reports of the Mayor and Councilmembers. Reports of the Mayor and Councilmembers shall be directly related to City business. Such reports may include, but are not limited to: request for future agenda items; report on events or meetings of outside municipal boards or groups to which a Council member has been assigned or appointed; announce community-wide events; introduce citizen concerns or inquiries about City services; or to make simple information requests that can be easily answered by City staff at the City Council Meeting or by later communication. Council should endeavor to give City Staff advance notice of any staff requests made during these Reports, when possible.

The Mayor and Councilmembers shall not use this portion of the Meeting to make political statements; to rebut, respond to, or refute actions previously taken by the City Council; or to comment about or respond to the actions or comments of a fellow Councilmember.

Section 7. Agenda Preparation. The Council's agenda for meetings belongs to the Council

whose purpose is to conduct the business of the City for the benefit of the citizens. In order for the Council to have sufficient advance knowledge of and preparation time for the upcoming agenda, the following procedure shall be followed for generating a future agenda for any Regular Council meeting:

- a. The City Clerk, under direction of the City Manager, will maintain an informal, draft, preliminary agenda for the next several regular Council meetings that includes dates and anticipated agenda items for said meetings. The preliminary agenda shall also include pending agenda items that have not been scheduled. This preliminary agenda shall be provided to Council on a weekly basis for review, information, comment, and to allow modifications to be made by Council.
- b. An item for a Council meeting may be placed or modified on the informal, preliminary agenda list, via email request to the City Manager and City Clerk, by any of the following methods:
 - i. A majority vote of the Council at a prior meeting.
 - ii. Council consensus at a prior meeting.
 - ~~iii. By the Mayor and any other Councilmember~~
 - iv. By any two Councilmembers. The names of the requester Councilmembers shall be set forth on the agenda.
 - ~~v. By the City Manager or City Clerk or City Attorney, and one Councilmember or Mayor~~

~~Agenda items will be scheduled, as determined by the Mayor or Mayor Pro-tem in the absence of the Mayor, in consultation with the City Manager.~~
- c. Agenda items that are continued from one meeting to another will be placed on an available future meeting agenda based upon workloads, priorities, and other scheduling considerations, as determined by the Mayor or Mayor Pro-tem in the absence of the Mayor, in consultation with the City Manager.
- d. Regular meeting agendas shall become finalized at the Mayor's meeting 8 days before the regular meeting with the Mayor, Mayor Pro-tem, City Manager, City Clerk, and City Attorney. The agenda will then be provided to City Council who will review and provide any additional comments within 24 hours after which the Mayor or Mayor Pro-tem in the absence of the Mayor and City Clerk shall finalize the agenda and packet which should be available at city hall by 5:00 p.m. at least 6 days before the next Council meeting or delivered electronically to Councilmembers.
- e. Special meeting agendas shall become finalized by the Mayor or Mayor Pro-tem in the absence of the Mayor and consensus of Council and posted as soon as practicable, and in compliance with Colorado law, before the meeting.
- f. In the event of emergency or time sensitive matters, any agenda may be amended with concurrence of at least two Councilmembers or the Mayor and a Councilmember and posted as soon as possible in compliance with Colorado law.

Matters that can practically be held at a later date should be placed upon the preliminary agenda for later scheduling to ensure proper due diligence.

g. Public Requests for Presentations and Proclamations.

- i. It is the policy of the City to only consider requests to allow presentations or to make proclamations for events, issues, or causes that directly affect Woodland Park residents, businesses, and organizations.
- ii. The City Council will only consider requests that are timely and have potential relevance to a majority of Woodland Park's residents, businesses, and organizations. Requests to make a formal presentation to Council must be accepted only from individuals or organizations located in Teller County.
- iii. Each ~~of these items~~ presentation or proclamation has a five (5) minute time limit.
- iv. In order for any PowerPoint or similar visual aid to be used as part of any presentation to Council, a copy of such presentation must have been included in the packet distributed to the Council before the meeting at which such visual aid is proposed to be used.
- v. No action will be taken immediately following a presentation. Any action by the Council will be made an agenda item for a future meeting of the Council.
- vi. Presentations that include a request for some sort of official action by the Council shall be placed on the agenda under the "New Business" heading.
- vii. Presentations, ceremonies, and proclamations shall be limited to three (3) agenda items per meeting unless approved by two Councilmembers in advance per the process described above.

Section 8. Conducting Public Hearings.

- a. Rules for conducting Public Hearings. Generally, and except where the Code specifies different procedures, the following rules of procedure will apply to public hearings (and public comment on items on the agenda for which the Council accepts public comment). However, these rules may be altered, amended, or revised upon consensus of the City Council.
 1. Presiding Officer shall declare the public hearing open and ask for Councilmembers to disclose any ex parte communications or conflict of interest that may result in recusals.
 2. Staff's review of the Staff Report with project description, findings and recommendation.
 3. Applicant's presentation and justification for their request. (Note: The applicant may present first followed by the staff report, if preferred.)
 4. Presiding Officer shall recognize questions from the Council to the applicant and staff, as needed, during the presentations.
 5. Presiding Officer shall open the Public Comment portion of the hearing.
 6. Presiding Officer shall close the Public Comment portion of the hearing.
 7. The applicant may then present rebuttal evidence and additional information to further clarify any questions that may have been raised by the public.
 8. Presiding Officer may recognize any final questions from the Council and

conclude the evidentiary portion of the hearing.

9. Upon closure of the evidentiary portion of the hearing, the Presiding Officer encourages deliberations on the findings of the application.
10. Presiding Officer encourages a Motion and second to the Motion.
11. Presiding Officer requests any further discussion on the Motion.
12. Motion is voted upon, making a determination on the request.

b. Rules for conducting Quasi-Judicial Hearings. The following additional rules shall be observed during any Council quasi-judicial public hearing:

- i. Public oral testimony shall not be given on quasi-judicial matters outside of a public hearing except on matters of procedure. If a quasi-judicial matter is on the agenda, the City Attorney, or the City Clerk, in the absence of the City Attorney, shall inform the public what the Charter and Code permit as to public comments on quasi-judicial matters. If comments are provided in writing, such written comments must be filed with the Clerk no later than 1:00 p.m. of the Wednesday preceding the hearing. No material submitted later than that time will be considered by the Council unless permitted by the Presiding Officer.
- ii. The Presiding Officer shall declare the public hearing open, and ask councilmembers to disclose ex parte oral or written communications.

Section 9. City Council Committees.

- a. To help the City Council complete its work and to make City Council Meetings more efficient, the Council may form Committees to gather information; consider project/program options; or other duties as may be assigned by the City Council. Any such Committee shall only be authorized to investigate and evaluate those matters referred to it by the City Council.
- b. Each Councilmember shall be notified when a Council Committee meets and shall receive a copy of the Meeting Agenda. After a Council Committee has met, the Committee Chair shall report the Committee's activities to the entire Council at the next Regular Meeting; or the assigned staff support employee shall prepare a written summary of the Committee's activities for distribution to the entire Council.
- c. The following basic rules shall apply to City Council Committees:
 - i. Ad Hoc Committee Assignments. Ad hoc committees of not more than three Councilmembers may be appointed by the Presiding Officer, with the concurrence of the Council, from time to time as the need arises. The Presiding Officer, with the concurrence of the Council, shall also appoint the chair of any such ad hoc committees. Example: Vehicle Usage Review Committee (VURC).

The City Manager may be an ex-officio member of any and all such committee(s).

- ii. Standing Committee Assignments. If standing committees are formed, their

members shall be appointed by the Presiding Officer, with the concurrence of the Council. The Presiding Officer, with the concurrence of the Council, shall also appoint the chair of such standing committees.

- iii. Committee Meetings Open to Public. All meetings of committees designated pursuant to this Section shall comply with the requirements of the Open Meetings Law §24-6-401 and §24-6-402, C.R.S.

Section 10. Additional Items.

- a. Decorum - General. Councilmembers are strongly encouraged to exercise principles of general decorum in all aspects of their official City conduct, including but not limited to public statements, press releases, media interviews and written correspondence constituting a public record. For purposes of this subsection, "general decorum" shall mean politeness, courtesy, professionalism, and avoidance of personal insults, ridicule, bullying, slanderous remarks and ad hominem attacks with respect to other City officials, employees, and fellow Councilmembers.
- b. Electronic Devices. Councilmembers may use computers, electronic tablets, smart phones, personal digital assistants and similar devices, whether personal or City-issued, to access data during council meetings in a manner that is not distracting to others or disruptive to the meeting. Councilmembers shall not communicate using telephonic, text messaging, video chat/streaming, or any form of social media during a council meeting. During quasi-judicial matters, Council members shall not make or receive personal, private phone calls, text messages, or emails while at the Council dais. Outside quasi-judicial matters, Councilmembers should keep personal communication to a minimum for urgent family or personal communications and not use electronic means to avoid the open discussion of public business. Councilmembers shall not communicate in any electronic format with another Councilmember during a council meeting.
- c. Social media. This policy applies to any pre-existing or proposed social media tools including but not limited to: social media websites, blog, microblogging, discussion forums, photo and video sharing websites, wiki, and virtual worlds used to conduct official city business including matters effecting the City Council's policy making functions consisting of the discussion or undertaking of a rule, regulation, ordinance, or formal action of the City Council or the exercise of functions required or authorized by law or involving the receipt or expenditure of public funds
 - i. Officials must not reveal any confidential or privileged information about the city, its constituents, its employees, or its contractors.
 - ii. Officials should be honest and accurate to the best of their ability when posting information or news, and should correct any mistakes, misstatements and/or factual errors in content upon discovery and in a timely manner. Officials should not post or share information known to be false, intentionally misleading.
 - iii. Unless the official has been designated to serve as a spokesperson, officials should never represent themselves as a spokesperson for the City Council, a

board or committee, the city administration, or any city department.

- iv. Officials are expressly prohibited from using personal or professional social media to engage in any activity or conduct that violates federal, state, or local law. as such, officials are prohibited from deleting posts and related comments regarding any city-related matters and are prohibited from convening and discussing substantive issues online to avoid violation of Colorado open records act and Colorado sunshine law.
 - v. Officials are strongly encouraged to separate personal social media accounts from professional social media accounts so that city-related matters and all public records generated from those posts are easily archived and not intermingled with personal posts not related to city matters.
 - vi. Officials are strongly encouraged to consider the potential impact of social media statements prior to posting. The city strives to be professional in its operations and processes.
 - vii. Officials are prohibited from deleting comments that do not violate stated posting restrictions from Woodland Park city residents or blocking said residents on official social media websites, blog, microblogging, discussion forums, photo and video sharing websites, wiki, and virtual worlds. Officials may not violate the free speech rights of members of the public by removing comment based on the viewpoint or opinion expressed.
- d. Conduct outside of meetings. Councilmembers are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper decorum in the City of Woodland Park. Honesty and respect for the dignity of each Councilmember and community member should be reflected in every word and action taken by Councilmembers, 24 hours a day, seven days a week. It is a serious and continuous responsibility.
- i. Councilmembers should not make promises or guarantees on behalf of the city, staff, other city boards, committees or commissions, or the City Council.
 - ii. Councilmembers should not make personal comments, attacks, or derogatory remarks about other Councilmembers. While it can be acceptable to publically disagree about an issue, it is unacceptable to make derogatory remarks about others, their opinions and actions.
 - iii. When appearing in a non-official representation capacity before another governmental agency or organization the Councilmember shall clearly state that the statement is their own. Councilmembers should be cautious that even when they represent their own opinions, it still may reflect upon the city. Councilmembers may relate official actions and positions taken by the City Council.

- e. Conduct with city staff. Per the City Charter, the City of Woodland Park is a Council-Manager form of government which requires separation of certain responsibilities. Governance of the city relies upon the cooperative efforts of elected officials, who set policy, and city staff, who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.
- i. Councilmembers should treat all staff as professionals and practice clear and honest communication that respects the abilities, experience, and dignity of each staff member. Unprofessional or abrasive conduct to staff is not acceptable. If an employee behaves unprofessionally towards Council or the public, Councilmembers should inform the City Manager or City Attorney directly and immediately, in some form of confidential communication.
 - ii. Information requests should be handled through the City Manager, City Attorney, or Municipal Judge as appropriate unless these direct reports have provided additional guidelines and directions for staff interactions. Requests for follow-up or directions to staff should be made only through the City Manager or City Attorney. When in doubt about if it is appropriate to have contact with staff, Councilmembers should ask the City Manager or City Attorney.
 - iii. Unless the charter or ordinances require, or if expressly invited to participate, Councilmembers should avoid being involved in administrative functions. Councilmembers should not attempt to influence city staff on the making of appointments, awarding of contracts, selection of city consultants, processing of development applications or granting of licenses or permits.
 - iv. Council should avoid being involved in employment issues. Councilmembers should not express concerns or criticize the performance of any city employee(s) in a public forum or in a public manner. If a Councilmember has concern with an employee, the Councilmember should report the same in private communication to the City Manager or City Attorney. Councilmembers should report contact with city employees to the City Manager or City Attorney as appropriate.
 - v. Councilmembers should not solicit political support from staff in any form including financial contributions, display of posters or lawn signs, name on support lists, etc. City staff may, as private citizens with constitutional rights, support political candidates but all such activities shall be done away from the work place and on private time.
 - vi. The City Manager and City staff should likewise treat all Council members as professionals and practice clear and honest communication that respects the abilities, experience, and dignity of each Council member. Unprofessional or abrasive conduct by staff toward Council is not acceptable. The City Manager should immediately take corrective action if an employee behaves unprofessionally towards Council or the public.

Section 11. Sanctions.

- a. City Council acting by majority, may impose sanctions on fellow Councilmembers; including reprimand, or public censure, pursuant to the following:
 - i. Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the council. Serious infractions of the city charter, city ordinances, the code of ethics, or these rules of procedures, could lead to sanctions as deemed appropriate by the council.
 - ii. Councilmembers should first point out infractions to the offending Councilmember(s). If the offences continue, the matter should then be referred to the Mayor in private. If the Mayor is the offender, then the Councilmember should refer the matter to the Mayor Pro-tem.
 - iii. It is the responsibility of the Mayor (or Mayor Pro-tem if appropriate) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the allegations may be brought to a public meeting at the request of at least two (2) Councilmembers. Any sanction shall be by super majority (2/3 or greater) vote of the Council.
 - iv. If the alleged violation occurred outside the direct observation of the Mayor or Councilmembers, the matter should be referred to the Mayor. The Mayor, or the majority of Council, may request the matter be referred to a third party investigator to determine if a violation occurred.

CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 903
(Series of 2023)

A RESOLUTION REVISING THE CITY COUNCIL RULES OF PROCEDURE

WHEREAS, § 31-4-209, C.R.S. gives the City Council of each municipality the power to determine its own rules, procedure, and order of business; and

WHEREAS, § 3.7 of the Woodland Park Charter states that the Council shall determine the rules of procedure governing meetings; and

WHEREAS, from time to time, the City Council amends its Rules of Procedure by Resolution; and

WHEREAS, the City Council desires to amend its Rules of Procedure so that it may more effectively and efficiently conduct the business affairs of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK:

Section 1. Adopting Rules of Procedure. The City Council's Rules of Procedure (“Rules”) are hereby adopted in their entirety to read as set forth in Exhibit A, attached hereto (any additions are shown in underlined text; while any deletions are shown in strikethrough). All previous versions of the City Council's Rules of Procedure adopted by Resolution, if in conflict with these Rules, are hereby superseded and repealed.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED BY THE CITY COUNCIL OF WOODLAND PARK, COLORADO ON THIS ____ DAY OF _____, 2023.

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: April 20, 2023

SUBJECT: Approval of Resolution No. 905, Series 2023, a Resolution Approving the Woodland Station Development Agreement and Authorizing the Woodland Park Downtown Development Authority to Convey the Woodland Station Property to TAVA House Properties, LLC. (QJ)
(Presenter, Planning Director Karen Schminke)

BACKGROUND:

RECOMMENDATION:

- ATTACHMENTS:**
1. Resolution 905 Series 2023 - approving dev agreement and terms of sale
 2. Woodland Station development agreement 04.13.2023 (clean)
 3. Exhibits to Woodland Station Development Agreement

**CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 905, SERIES 2023**

**A RESOLUTION APPROVING THE WOODLAND STATION
DEVELOPMENT AGREEMENT AND AUTHORIZING THE WOODLAND
PARK DOWNTOWN DEVELOPMENT AUTHORITY TO CONVEY THE
WOODLAND STATION PROPERTY TO TAVA HOUSE PROPERTIES, LLC**

WHEREAS, the Colorado Law Regarding Downtown Development Authorities, Part 8 of Article 25 of Title 31 (the “Act”) provides for the establishment and operation of Downtown Development Authorities; and

WHEREAS, by Resolution No. 571, Series 2002, the City Council approved the Woodland Park Downtown Development Authority Foundation Plan; and

WHEREAS, the Foundation Plan constitutes the plan of development as defined at C.R.S. § 31-25-802(6.6) and as required by C.R.S. § 31-25-807(4) (the “Plan”); and

WHEREAS, by Resolution No. 904, Series 2023, City Council has approved the *Woodland Station Plan of Development* (“Woodland Station Plan”) as an amendment to the Plan; and

WHEREAS, the Woodland Park Downtown Development Authority (“DDA”) desires to convey the approximately 6.63 acres of property as more specifically described in Exhibit 1 (the “Subject Property”) to TAVA HOUSE PROPERTIES, LLC, a Colorado limited liability company (the “Master Developer”); and

WHEREAS, the proposed conveyance will be in accordance with the terms and conditions set forth in the following:

1. Contract to Buy and Sell Real Estate (Commercial)
2. Addendum to Contract to Buy and Sell Real Estate

(together, the “Contract”); and

WHEREAS, the Contract contemplates the Master Developer entering into a development agreement with the City of Woodland Park as a condition of closing; and

WHEREAS, the Master Developer, DDA and the City have negotiated that certain Woodland Station Development Agreement (the “Development Agreement”); and

WHEREAS, a copy of the Development Agreement is attached to this Resolution as Exhibit 2 and is incorporated herein by reference; and

WHEREAS, the main components of the Development Agreement include the following:

1. The parties acknowledge that the Woodland Station Disposition and Development Agreement dated August 20, 2009 and amendments thereto

- (together, the “2009 Development Agreement”) is terminated,
2. The Development Agreement supersedes the 2009 Development Agreement in its entirety,
 3. The Woodland Station Plan is incorporated as exhibit to Development Agreement,
 4. The DDA will sell the Subject Property to Master Developer, which conveyance will be conditioned upon the execution of the Development Agreement,
 5. Proceeds of the sale of Subject Property will be used to repay existing DDA debt to City,
 6. Master Developer will proceed with the City’s standard entitlement process (for each phase of the development) as well as all terms and requirements set forth within the Development Agreement,
 7. Possibility of future tax increment financing (TIF) incentives per separate request made by Master Developer to DDA (no TIF incentives contemplated or approved in the Development Agreement),
 8. City’s standard subdivision development agreement (SDA) attached as exhibit to Development Agreement (Master Developer required to collateralize the public improvements associated with each phase of the Woodland Station Plan on terms acceptable to City Attorney); and

WHEREAS, City Council desires to approve the Development Agreement in the form attached as Exhibit 2; and

WHEREAS, City Council further desires to authorize the Mayor to execute the Development Agreement on behalf of the City in final form as approved by the City Attorney; and

WHEREAS, City Council finds that the sales price of the Subject Property set forth in the Contract constitutes “fair value” within the meaning of C.R.S. § 31-25-808(2) when taking into consideration the objectives of the Woodland Station Plan and the obligations to be assumed by the Master Developer; and

WHEREAS, City Council authorizes the DDA to convey the Subject Property to the Master Developer consistent with the terms and conditions set forth in the Contract and the Development Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO:

Section 1. The foregoing recitals are incorporated herein by reference as findings and determinations of the City Council.

Section 2. The City Council finds that the sales price of the Subject Property set forth in the Contract constitutes “fair value” within the meaning of C.R.S. § 31-25-808(2) when taking into consideration the objectives of the Woodland Station Plan and the obligations to be assumed by the Master Developer.

Section 3. The City Council authorizes the DDA to convey the Subject Property to the Master Developer consistent with the terms and conditions set forth in the Contract, conditioned on

the following: (a) that the fully executed Development Agreement is recorded against the Subject Property at closing, and (b) that the Performance Deed of Trust (as that term is defined in the Contract) is recorded against the Subject Property at closing.

Section 4. The City Council hereby: (a) approves the Development Agreement in the form attached as Exhibit 2 and incorporated herein by reference; (b) authorizes the City Attorney in cooperation with the City Manager to make non-material or non-substantive changes to the Development Agreement that do not materially increase the City's obligations prior to execution by the Mayor; (c) authorizes the Mayor to execute the Development Agreement on behalf of the City when in final form; and (d) delegates all necessary authority to the Mayor and City Manager to execute such other documents or instruments as may be necessary to facilitate the conveyance of the Subject Property from the DDA to the Master Developer, if and as necessary.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED this ____ day of _____, 2023

ATTEST:

CITY OF WOODLAND PARK

By _____
Suzanne Leclercq, City Clerk

By _____
Hilary LaBarre, Mayor

Exhibit 1

Subject Property

(insert legal description)

Exhibit 2

Development Agreement
(attached)

WOODLAND STATION DEVELOPMENT AGREEMENT

THIS WOODLAND STATION DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between the CITY OF WOODLAND PARK, COLORADO, a Colorado home rule municipality, acting by and through its City Council (the “**City**”), the WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate of the State of Colorado (the “**Authority**” or “**DDA**”) and TAVA HOUSE PROPERTIES, LLC, a Colorado limited liability company (together with its successors and assigns, “**Master Developer**”) (together, the “**Parties**”). The effective date of this Agreement shall be the date of mutual execution of the Parties (the “**Effective Date**”).

Recitals

A. By Resolution No. 571, Series 2002, the City Council approved the Woodland Park Downtown Development Authority Foundation Plan (“**Foundation Plan**”).

B. The Foundation Plan constitutes the plan of development as defined at C.R.S. § 31-25-802(6.6) and as required by C.R.S. § 31-25-807(4).

C. Master Developer is under contract to acquire approximately 6.63 acres of certain real property from the Authority, known as 201 Saddle Club Avenue, Woodland Park, CO 80863, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).

D. The proposed conveyance of the Property to Master Developer is conditioned upon the execution of this Agreement, which shall be recorded against the Property as a condition of sale of the Property to Master Developer, and will be in accordance with the terms and conditions set forth in that certain Contract to Buy and Sell Real Estate (Commercial) together with that certain Addendum to Contract to Buy and Sell Real Estate (together, the “**Contract**”), a copy of which is attached to this Agreement as **Exhibit B** and is incorporated by reference.

E. “Master Developer” shall be defined in this Agreement to include Tava House Properties, LLC, as well as its successors and assigns, and any subsequent owners of the Property (as described in **Exhibit A**) who shall be obligated under the covenants of this Agreement.

F. Master Developer intends to develop the Property as a mixed-use development including, but not limited to, commercial/retail and residential uses (the “**Project**”), all as more conceptually set forth in that certain *Woodland Station Plan of Development – TAVA House Properties, LLC (2023)* (the “**Development Plan**”), which Development Plan has been approved by the DDA and the City Council as of the Effective Date and constitutes an amendment to the Foundation Plan.

G. Development of the Property will require that Master Developer make substantial, initial investments in infrastructure improvements and public facilities which will serve the needs of the Project and related improvements to serve the Property and the Project, which improvements will include, but are not limited to, road and street improvements, storm drainage facilities, potable water and sanitary sewer lines, and certain other public, quasi-public, and private facilities.

H. Development of the Property in accordance with the Development Plan is anticipated to, among other things, provide for orderly and well-planned growth, promote economic development and stability within the City, and otherwise achieve the goals and objectives of the Foundation Plan including but not limited to promoting and supporting private development consistent with the plans and objectives of the DDA and, where practical, promoting the construction of additional residential units within the DDA.

I. The Property is subject to that certain Woodland Station Disposition and Development Agreement by and between the City and the Authority dated August 20, 2009, and recorded on August 26, 2009 at Reception No. 629482 in the real property records of Teller County, Colorado as amended by that certain First Amendment to Woodland Station Disposition and Development Agreement dated November 15, 2018 and that certain Second Amendment to Woodland Station Disposition and Development Agreement dated October 1, 2019 (together, the “Disposition Agreement”).

J. *Exhibit B* of the Disposition Agreement sets forth the current Development Plan for the Property:

Development Plan

It is intended that the Property will be developed with mixed-uses such as commercial, office entertainment, residential, lodging, and /or event center facilities and supporting public or private infrastructure to support the development.

K. *Exhibit C* of the Disposition Agreement sets forth the current “Schedule of Performance” for the Woodland Station Development Plan, including the DDA undertaking the Commencement of Construction of the Improvements by June 1, 2012 and the DDA achieving Completion of Construction of the Improvements (as those terms are defined in the Disposition Agreement) by December 31, 2023.

L. Section 3.01 of the Disposition Agreement states that the DDA shall comply with the requirements of C.R.S. § 31-25-808(2) so that any sale or letting of the Property or any portion thereof shall be at not less than its Fair Value (as determined by the DDA and the City Council) for uses in accordance with the Foundation Plan.

M. Section 3.01 of the Disposition Agreement also states that any monies received by the DDA via sale, letting or disposal of the Property shall be utilized to pay down the DDA’s debt obligations to the City.

N. The Parties desire to enter into this Agreement in order to:

1. Supersede the Disposition Agreement in its entirety,
2. Terminate the Disposition Agreement,
3. Incorporate the updated “Plan of Development” for Woodland Station,

4. Acknowledge the pending sale of the Property by the DDA to the Master Developer, which conveyance shall be conditioned upon the execution of this Agreement, which shall be recorded against the Property as a condition of sale of the Property to Master Developer,

5. Memorialize that proceeds of the same will be used to repay existing DDA debt to the City,

6. Obligate Master Developer to proceed with the City's standard entitlement process (for each phase of the Plan of Development) and with all the terms and requirements set forth within this Agreement,

7. Confirm that tax increment financing (TIF) incentives associated with the Property will be set forth in one or more separate agreements between the DDA and Master Developer (there are no specific TIF incentives contemplated or approved by this Agreement), and

8. Incorporate the City's standard subdivision improvement agreement/subdivision development agreement (SDA) as an exhibit and require the Master Developer to collateralize the public improvements associated with each phase of the Plan of Development on terms acceptable to the City Attorney.

O. In exchange for the foregoing benefits and the other benefits to the City contemplated by this Agreement, together with the public benefits served by orderly and planned development of the Property consistent with the Foundation Plan and Development Plan, Master Developer desires to take title to the Property subject to the terms and conditions of the Contract and this Agreement.

P. The parties now desire to enter into this Agreement to set forth their agreements and understanding with respect to the foregoing matters.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Sale of Property to Master Developer. Following the Effective Date of this Agreement, the DDA will proceed to sell the Property to Master Developer on terms consistent with the Contract, and conditioned upon the execution of this Agreement, which shall be recorded against the Property as a condition of sale of the Property to Master Developer. As contemplated by the Contract, the DDA shall require the Master Developer to execute and record for the benefit of the DDA a performance deed of trust ("Performance DOT") securing the Master Developer's performance of all development work set forth in the Contract. The Performance DOT shall be substantially in the form attached to this Agreement as **Exhibit C** and incorporated herein by

reference, shall incorporate the City of Woodland Park as a Beneficiary, and shall be reviewed and approved in writing by the City Attorney prior to recording. The Performance DOT shall be recorded against the Property as a condition of sale of the Property to Master Developer.

3. Development Plan. The Parties agree that Master Developer shall develop the Project substantially in accordance with the Development Plan, a copy of which is attached to this Agreement as **Exhibit D** and is incorporated herein by reference.

4. Development Work, Phasing and Adherence to All Requirements of City Entitlement Process. Master Developer agrees to perform the development obligations set forth in Section 1 of the Addendum to Contract to Buy and Sell Real Estate (Commercial), which expressly survives the Closing. Master Developer shall commence and complete the Project in four (4) development phases (each a “Phase”) pursuant to the phasing plan(s) as indicated herein, and in Section 1 of the Addendum and as conceptualized in the Development Plan (“Phasing Plan”) to be submitted to the City for the City’s review and written approval.

Phase 1. Within six (6) months after the Closing Date (the “Phase 1 Approval Deadline”), Master Developer shall use best efforts to obtain final approval from the City, or applicable governmental entity, to construct the Phase 1 Improvements, including the replat of the Property to create a separate lot or lots for Phase 1 (“Phase 1 Approval”), as set forth in the Plan of Development. Master Developer shall have two (2) ninety-day options to extend the Phase 1 Approval Deadline (each an “Extension Option”) by delivering written notice of the same to DDA and the City. The date upon which Master Developer receives Phase 1 Approval shall be the “Phase 1 Approval Date,” and such date shall not extend beyond the two (2) ninety-day extension options.

Within six (6) months after the Phase 1 Approval Date, Master Developer shall commence construction of the Phase 1 Improvements. The date upon which Master Developer commences construction of the Phase 1 Improvements shall be the “Phase 1 Commencement Date.”

Within eighteen (18) months of Phase 1 Commencement Date, Master Developer shall substantially complete construction of the Phase 1 Improvements. For purposes of this Agreement, “substantial completion” or “substantially complete” shall mean: (i) the issuance of a certificate of occupancy or temporary certificate of occupancy for any private improvements located upon the applicable Phase portion of the Property, and (ii) the probationary or conditional acceptance by the City of Woodland Park of any public improvements located upon the applicable Phase portion of the Property. No certificate of occupancy or temporary certificate of occupancy for any private improvements will be issued by the City of Woodland Park (operating by and through the Pikes Peak Regional Building Department) until such time as all public improvements associated with a Phase portion of the Property have been granted conditional acceptance or probationary acceptance by the City. June 30, 2026 shall be considered the “Phase 1 Deadline.”

Phase 2. Master Developer shall commence construction on improvements within the Phase 2 portion of the Property on or before December 31, 2025. Master Developer anticipates such improvements to be commercial buildings around a center town square concept.

Master Developer shall substantially complete construction of the improvements within Phase 2 of the Property on or before December 31, 2027 (“Phase 2 Deadline”).

Phase 3. Master Developer shall commence construction on improvements within the Phase 3 portion of the Property on or before December 31, 2027. Master Developer anticipates such improvements to include any additional infrastructure work needed in collaboration with the City of Woodland Park, State of Colorado, Colorado Department of Transportation, Colorado Public Health Department, and United States Army Corps of Engineers, and other governmental or third-parties as may be required.

Master Developer shall substantially complete construction of the improvements within Phase 3 of the Property on or before December 31, 2029 (“Phase 3 Deadline”).

Phase 4. Master Developer shall commence construction on improvements within the Phase 4 portion of the Property on or before December 31, 2030. Master Developer anticipates such improvements to include primarily residential improvements, with possible commercial improvements, to be determined by prevailing market conditions and the final construction on the Phases 1 through 3 portions of the Property.

Master Developer shall substantially complete construction of the improvements within Phase 4 of the Property on or before December 31, 2033 (“Phase 4 Deadline”).

Nothing herein shall be construed to permit the Master Developer to deviate from the City’s standard approval and entitlement process for development of any Phase of the Project, as set forth in the Woodland Park Municipal Code (“Municipal Code”), including but not limited to the Subdivision Regulations of the City (Chapter 17 of the Municipal Code) and Zoning Regulations of the City (Chapter 18 of the Municipal Code). All development of the Property shall be subject to all applicable codes, ordinances and polices of the City, including all applicable building and engineering specifications.

5. Woodland Station Overlay District. The development of the Property shall be subject to the Woodland Station Overlay District regulations, codified in Chapter 18.31 of the Municipal Code.

6. Woodland Station Design Guidelines. All development of the Property shall proceed in accordance with the requirements of the Woodland Station Design Guidelines, as adopted by City Resolution No. 677 dated April 19, 2007, as the same may be amended from time to time.

7. Use of Proceeds of Sale. The net proceeds of the sale of the Property from the DDA to the Master Developer will be used to pay off the remaining principal balance of that certain 2016 Promissory Note from the DDA to the City (“2016 Note”). The DDA and City agree that the outstanding principal of the 2016 Note as of the Effective Date of this Agreement is five hundred and fifty thousand dollars (\$550,000.00). Following the date that the 2016 Note has been paid off in full, the DDA reserves the right to make a principal reduction payment to the City on the DDA Series 2012 Tax Increment Revenue Refunding Bonds in an amount and at such time as may be approved by resolution of the DDA Board of Directors, subject to the advance written approval of the City Manager and City Finance Director.

8. Termination of Disposition Agreement.

(a) As of the Effective Date of this Agreement: (i) the Disposition Agreement is hereby terminated and of no further force or effect, (ii) no party to the Disposition Agreement has any further rights or obligations thereunder, and (iii) the Property is no longer encumbered by the Disposition Agreement.

(b) Following the Effective Date of this Agreement, the City will record this Agreement in the real property records of Teller County, Colorado. Upon recordation, this Agreement will provide conclusive notice that: (i) the Disposition Agreement is no longer an encumbrance of the Property, and (ii) that title to the Property is cleared of the Disposition Agreement.

9. No TIF Incentives Contemplated. The Parties acknowledge and agree that no tax increment financing (TIF) incentives associated with Master Developer's development of the Property have been discussed or approved by the DDA as of the Effective Date.

10. Form of SDA. The subdivision development agreement(s) required pursuant to Section 17.44.050 of the Municipal Code on the Property shall be substantially in the form and substance attached hereto as **Exhibit E** attached hereto and incorporated herein by this reference, subject to any revisions or other modifications mutually approved by the parties thereto (the "SDA"). The Parties agree that any Project-related SDA shall require the Master Developer to collateralize the public improvements associated with each Phase on terms acceptance to the City Attorney. Master Developer shall provide the City with security ("Collateral") in the form of a cash deposit or one or more irrevocable letters of credit ("Letter of Credit") in a form approved by the City Attorney, in an amount required by the SDA. Collateral shall be required to be submitted for acceptance by the City at the time of application for any development permits. No building permit(s) or other authorization for the commencement of construction or site preparation including but not limited to a grading permit shall be issued until the Collateral is in place and accepted in writing by the City. Any Letter of Credit form of Collateral shall be issued by a Colorado bank, or other financial institution doing business in Colorado that is acceptable to the City. Master Developer shall ensure that the Collateral remains unencumbered and free from claims of others so that any requests of the City for payment or enforcement may be immediately and unequivocally honored without cost to the City.

11. Condemnation. The City may support, at its reasonable discretion and subject to the applicable provisions of the Municipal Code, Master Developer's acquisition of additional rights-of-way, including through the use, if necessary, of its condemnation authority, to the extent necessary or appropriate in connection with the development of the Project. As a condition to any obligation of the City to support such measures, Master Developer will (i) have exhausted all other options for acquisition, including condemnation by one or more Title 32, C.R.S. districts organized, or to be organized, to serve the Property or any portion thereof (as applicable, "**District**"); and (ii) enter into a reimbursement agreement with the City, in a form approved by the City Attorney, pursuant to which Master Developer will reimburse the reasonable, actual costs and expenses incurred in connection with the same.

12. Covenants; Recording; Benefit. The Parties agree that this Agreement shall be recorded in the real property records of the Teller County Clerk and Recorder prior to the recordation of the deed conveying the Property to the Master Developer. This Agreement shall run with the land; and shall obligate, be binding upon and shall inure to the benefit of the parties hereto and upon and to their respective successors, grantees and assigns. The Master Developer shall be released from further obligation hereunder in the event of sale of the Property or portions thereof with respect to that portion of the Property conveyed; provided however, that any successor, grantee or assignee of the Master Developer, or any subsequent owner of the Property shall be bound hereby, and this document shall have been recorded and, except as otherwise provided herein, serve as a non-dischargeable covenant running with and burdening the land described in **Exhibit A**, as the burdened property. Any reference within this Agreement to the Master Developer shall be deemed to include any purchaser, successor-in-interest or assign of the Master Developer or subsequent owner as to all or any part of the Property.

13. Defaults and Remedies.

(a) *Default and Cure Period.* If any party fails to meet, abide by or maintain the terms and conditions of this Agreement, it will constitute an event of default by such party. In the event of any claimed default by a party, the non-defaulting party (or parties) will give the defaulting party not less than 30 days' written notice and opportunity to cure, which notice will specify the nature of the default. No act, event or omission will be a default hereunder if the defaulting party's failure to perform is caused by force majeure or by any act, omission or default by the other party (or parties), or so long as the defaulting party has in good faith commenced and is diligently pursuing efforts to correct the condition specified in such notice.

(b) *Additional Default and Remedy.* Notwithstanding the foregoing, in the event that the Master Developer fails to complete construction of any of the four (4) Phases by each applicable Phase Deadline, as provided for in Section 4 of this Agreement, then the Master Developer shall sell the Property to the City in an amount equal to \$120,664.00 per acre for that portion of the Property that remains undeveloped. The per acre price is calculated by dividing the Master Developer's purchase price of \$800,000 by the total acreage of the Property (6.63 acres).

14. Remedies. If any default under this Agreement is not cured as described in Section 13, a non-defaulting party will have the right to enforce the defaulting party's obligations hereunder by an action for injunction or specific performance, or by any other action available to a non-defaulting party.

15. Notice. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the fifth business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows. Any such notice shall be accompanied by email delivery to the applicable email address.

If to the City: City of Woodland Park
220 W South Avenue
P.O. Box 9007
Woodland Park, CO 80866
Attn: City Manager
E-mail: mlawson@city-woodlandpark.org

With copies to: Wilson Williams LLP
317 W South Boulder Road, Suite 6
Louisville, CO 80027
Attn: Nina Williams
E-mail: nina@wilsonwilliamsllp.com

If to the DDA: Woodland Park Downtown Development Authority
220 W South Avenue
P.O. Box 9007
Woodland Park, CO 80866
Attn: Board Chair
E-mail: tperrydda@city-woodlandpark.org

With copies to: Michow Cox McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Attn: Marcus McAskin
E-mail: marcus@mcm-legal.com

If to Master Developer: [insert TAVA contact information]

With copies to: [insert TAVA counsel contact information]

Attn: Paul Kloster
E-mail: paul@coloradolawgroup.com

16. Additional Provisions.

(a) Amendment. This Agreement may be amended, terminated or superseded only by mutual consent in writing of each of the Parties, but without the consent of any subsequent owner of all or any portion of the Property unless Master Developer has assigned its rights with respect to the right to consent to such amendment pursuant to Section 16(h) below. Promptly after any amendment to this Agreement becomes effective, the City will cause it to be recorded at Master Developer's cost in the Records; provided however, the validity or enforceability of such an amendment will not be affected by any delay in or failure to record the amendment as provided herein.

(b) Headings. The headings and captions used herein are for the convenience of the parties only and will have no effect upon the interpretation of this Agreement.

(c) Applicable Law. This Agreement will be interpreted and enforced according to the laws of the State of Colorado.

(d) Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or un-enforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

(e) Reasonableness. Any provision of this Agreement calling for exercise of discretion of a party, or providing for consent or approval of a party, or any similar action, will be construed as requiring said party to exercise such discretion in a reasonable manner.

(f) Additional Documents. Each of the parties agrees to execute and deliver such additional instrument or instruments as the other party may from time to time reasonably request in order to effectuate the provisions of this Agreement.

(g) Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

(h) Successors; Assignment. This Agreement will be binding upon and will inure to the benefit of the successors in interest and/or the legal representatives of the parties, except as expressly set forth in Section 16(a), and will be deemed a covenant running with the Property or any portion thereof. Master Developer will have the right to assign or transfer all or any portion of its interests, rights, or obligations under this Agreement upon receiving the prior written consent of the City and DDA, provided that to the extent Master Developer assigns any of its obligations under this Agreement, the assignee of such obligations will expressly assume such obligations; further provided, however, that such consent will not be required in connection with (i) an assignment or delegation, in whole or in part, to any entity controlled by, controlling or under common control with Master Developer, or (ii) an assignment to a third party developer concurrently with such developer's acquisition of all or substantially all of the Property. In no event will the purchaser of any lot within the Property upon which a residential dwelling unit has been constructed be deemed to be a direct or indirect successor to Master Developer hereunder solely on account of such lot purchase.

(i) Entire Agreement. This Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof.

(j) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

[signature pages follow this page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MASTER DEVELOPER:

TAVA HOUSE PROPERTIES, LLC, a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of TAVA HOUSE PROPERTIES, LLC, a Colorado limited liability company.

My commission expires: _____

Witness my hand and official seal.

Notary Public

[signature page to Woodland Station Development Agreement]

CITY:

CITY OF WOODLAND PARK, COLORADO, a
Colorado home rule municipality

By: _____
Hilary LaBarre, Mayor

ATTEST:

City Clerk or Deputy City Clerk

[signature page to Woodland Station Development Agreement]

DDA:

WOODLAND PARK DOWNTOWN
DEVELOPMENT AUTHORITY, a body corporate
of the State of Colorado

By: _____
Tony Perry, Chairperson, *authorized by*
Resolution No. 05, Series 2023 dated April 4,
2023

ATTEST:

Secretary

EXHIBIT A
Legal Description of the Property
[to be inserted from title commitment prior to execution]

EXHIBIT B
Form of Contract

(including Contract to Buy and Sell Real Estate (Commercial) and Addendum to Contract)

[see attached]

EXHIBIT C
Performance Deed of Trust

[attached]

EXHIBIT D
Woodland Station Plan

(Woodland Station Plan of Development – TAVA House Properties, LLC (2023))

[see attached]

EXHIBIT E
Form of Subdivision Development Agreement (SDA)

[see attached]



Ascent Commercial Group, LLC
300 W. South Avenue, #765 Woodland Park, CO 80866
Mark Weaver
Ph: 719-337-3137

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 3/27/2023

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. **Buyer.** Tava House Properties LLC (Buyer) will take title to the Property described below as
☐ Joint Tenants ☐ Tenants In Common ☒ Other LLC.

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** City of Woodland Park Downtown Development Authority (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Teller, Colorado (insert legal description):

approximately 6.63 acres of vacant land further described as: 24-12-69 PT E2 AS DESC AT 632409 EXC WOODLAND STATION 1

known as: 201 Saddle Club Avenue, Woodland Park, CO 80863

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including n/a remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels**
☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors,

window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

n/a

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: n/a; and the use or ownership of the following storage facilities:

n/a

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

N/A

2.5.8. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

"cog car" and attached improvements; iron sculptures found on the Subject Property; picnic tables

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

n/a

Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

n/a

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

n/a.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

n/a

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline.**

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	<i>within 5 business days of MEC</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>within 7 days of MEC</i>
4	§ 8	Record Title Objection Deadline	<i>within 14 days of MEC</i>
5	§ 8	Off-Record Title Deadline	<i>within 7 days of MEC</i>
6	§ 8	Off-Record Title Objection Deadline	<i>within 14 days of MEC</i>
7	§ 8	Title Resolution Deadline	<i>within 21 days of MEC</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>n/a</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>n/a</i>
10	§ 7	Association Documents Termination Deadline	<i>n/a</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>n/a</i>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>n/a</i>
14	§ 5	New Loan Terms Deadline	<i>n/a</i>
15	§ 5	New Loan Availability Deadline	<i>n/a</i>
16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
18	§ 5	Existing Loan Deadline	<i>n/a</i>
19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>n/a</i>
23	§ 6	Appraisal Objection Deadline	<i>n/a</i>
24	§ 6	Appraisal Resolution Deadline	<i>n/a</i>
		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>n/a</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>n/a</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>n/a</i>

		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	n/a
31	§ 10	Inspection Objection Deadline	n/a
32	§ 10	Inspection Resolution Deadline	n/a
33	§ 10	Property Insurance Termination Deadline	n/a
34	§ 10	Due Diligence Documents Delivery Deadline	n/a
35	§ 10	Due Diligence Documents Objection Deadline	n/a
36	§ 10	Due Diligence Documents Resolution Deadline	n/a
37	§ 10	Environmental Inspection Termination Deadline	n/a
38	§ 10	ADA Evaluation Termination Deadline	n/a
39	§ 10	Conditional Sale Deadline	n/a
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
41	§ 11	Estoppel Statements Deadline	n/a
42	§ 11	Estoppel Statements Termination Deadline	n/a
		Closing and Possession	
43	§ 12	Closing Date	4/28/2023 on or before Friday
44	§ 17	Possession Date	upon Closing and Funding
45	§ 17	Possession Time	upon Closing and Funding
46	§ 27	Acceptance Deadline Date	4/7/2023 Friday
47	§ 27	Acceptance Deadline Time	5:00 p.m. MST
48	n/a	n/a	
49	n/a	n/a	

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 800,000.00	
2	§ 4.3.	Earnest Money		\$ 10,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	n/a	n/a		\$
8	n/a	n/a		\$
9	§ 4.4.	Cash at Closing		\$ 790,000.00
10		Total	\$ 800,000.00	\$ 800,000.00

4.2. **Seller Concession.** At Closing, Seller will credit to Buyer **\$n/a** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. **Earnest Money.** The Earnest Money set forth in this Section, in the form of a **good funds**, will be payable to and held by **Title Company** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. **Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. **Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. **Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. **Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and

liable to Seller as set forth in "If Buyer is in Default, § 20.1 and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. **Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. **Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. **New Loan.** (Omitted as inapplicable)

4.6. **Assumption.** (Omitted as inapplicable)

4.7. **Seller or Private Financing.** (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. **Credit Information.** (Omitted as inapplicable)

5.4. **Existing Loan Review.** (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. **Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. **Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. **Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. **Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be

timely paid by ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial

Documents);

7.3.6. Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer’s Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer’s option, has the Right to Terminate under § 24.1. by Buyer’s Notice to Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the

owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's

option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ New Improvement Location Certificate (New ILC); or, (2) ☒ New Survey in the form of ; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and Buyer's Representative will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

641 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
642 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
643 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date
644 of this Contract.
645

646 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller
647 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.
648 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an
649 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.
650 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days
651 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer
652 acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All**
653 **Faults.**"
654

655 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
656 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and
657 Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not
658 limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other
659 mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service
660 to the Property (including utilities and communication services), systems and components of the Property
661 (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or
662 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the
663 Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:
664

665 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify
666 Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition,
667 provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this
668 provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

669 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to
670 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

671 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
672 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
673 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
674 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on
675 or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and
676 the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
677 executing an Earnest Money Release.
678

679 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
680 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
681 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
682 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any
683 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold
684 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any
685 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
686 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including
687 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the
688 termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection
689 Resolution.
690

691 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance**
692 **Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and
693 premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.
694

695 **10.6. Due Diligence.**

696 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents
697 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or
698 before **Due Diligence Documents Delivery Deadline**:
699

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last n/a years;

☒ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past n/a years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 5 years;

☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.4.13.** Other:

Any and all documents pertaining to the Subject Property with agreements by and between adjacent property owners, common areas, utility companies, City of Woodland Park, Colorado Department of Transportation, or any other written agreements pertaining to the Subject Property.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or

are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or n/a, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 45 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only).
[Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. **Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
- 11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by **Buyer**.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to

§ 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ n/a deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other .

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$n/a for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ n/a

and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

933 **15.9. FIRPTA and Colorado Withholding.**

934 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the
935 Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not
936 occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in
937 this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income
938 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for
939 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide
940 any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller
941 authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with
942 Seller's tax advisor to determine if withholding applies or if an exemption exists.

943 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of
944 the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if
945 not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any
946 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing
947 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to
948 determine if withholding applies or if an exemption exists.

951 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

952 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

953 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and
954 general real estate taxes for the year of Closing, based on

955 ☐ **Taxes for the Calendar Year Immediately Preceding Closing**

956 ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying
957 seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

958 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will
959 transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after
960 lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

961 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and
962 n/a

963 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations
964 are final.

965 **16.2. Association Assessments.** Current regular Association assessments and dues (Association
966 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular
967 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as
968 may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated
969 to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment
970 assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except
971 however, any special assessment by the Association for improvements that have been installed as of the
972 date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller
973 unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special
974 assessments against the Property except the current regular assessments and //

975 N/A

976 Association Assessments are subject to change as provided in the Governing Documents.

977 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession**
978 **Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

979 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction
980 and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **500**
981 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until
982 possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits,

including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to

release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or .

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such

acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1.) This Contract to Buy and Sell Real Estate may be assigned, with prior approval by Seller, to any person or entity at any time prior to Closing Date.

2.) Buyer has a Member that is a Colorado licensed real estate Broker.

3.) No real estate commission shall be owed to any person or entity for this transaction.

4.) Seller may select another Authorized Representative signatory as needed.

5.) Regarding matters pertaining to Section 10.6.4, Buyer and Seller have agreed to a 50/50 cost-sharing of the expenses related to a Phase II ESA and updated VCUP for the Property. As such, at Closing, Seller shall credit Buyer an amount equal to \$38,900.00.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract: **Attachments to this Contract to Buy and Sell Real Estate are: Exhibit A - Legal Description; Exhibit B - Phasing Plan; and Addendum.**

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:
n/a

Signatures

Derek Waggoner, Member

Date: 3/27/2023

Buyer: **Tava House Properties LLC**

By: Derek Waggoner, Member

Address:

Phone: Fax:

Email Address: **derekwaggoner@gmail.com**

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Date: _____

Seller: **City of Woodland Park Downtown Development Authority**
By: Tony Perry, Authorized Representative

Address:

Phone: Fax:

Email Address: **tperrydda@city-woodlandpark.org**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other**.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Ascent Commercial Group, LLC**

Brokerage Firm's License #: **EC.100001887**



Date: **3/27/2023**

Broker's Name: **Mark Weaver**

Broker's License #: **ER.040030973**

Address: **300 W. South Avenue, #765 Woodland Park, CO 80866**

Ph: **719-337-3137** Fax: Email Address: **mark@ascentcommercial.com**

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** **n/a.**

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **n/a**

Brokerage Firm's License #:

Broker's Signature _____ Date: _____

Broker's License #:

Address: **n/a n/a, n/a n/a**

Ph: **n/a** Fax: **n/a** Email Address:

CBS3-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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**ADDENDUM TO CONTRACT TO
BUY AND SELL REAL ESTATE (COMMERCIAL)**
(201 Saddle Club Avenue, Woodland Park, CO)

This ADDENDUM (the "Addendum") is attached to and made a part of that certain Contract to Buy and Sell Real Estate (Commercial) (collectively with this Addendum, the "Contract"), dated _____, 2023 by and between **TAVA House Properties, LLC, a Colorado limited liability company** ("Buyer"), and **City of Woodland Park Downtown Development Authority** ("Seller") (together, the "Parties"), regarding that certain 6.63 acre-parcel of land located in Teller County, Colorado, legally described at paragraph 2.4 the Contract (the "Property"). To the extent of any inconsistencies between the terms of the Contract and the terms of this Addendum, the terms of this Addendum shall control and govern the rights and obligations of Seller and Buyer. In all other respects, the terms of the Contract are ratified and reaffirmed hereby. Any capitalized terms used but not otherwise defined in this Addendum shall have the meanings ascribed to them in the Contract. This Addendum has not been approved by the Colorado Real Estate Commission.

1. **Buyer Development Work.** As a material inducement to the transaction contemplated by the Contract, Buyer hereby covenants and agrees to perform the development obligations set forth below post-Closing (the "Development Work"). The Parties agree that the timely completion of the Development Work by Buyer is a significant part of Seller's determination of the fair value of the Property, as required by the provisions of C.R.S. § 31-25-808(2). The provisions of this Paragraph 1 shall expressly survive the Closing. Upon written request by Seller at any time before the Closing Date, Buyer further agrees to execute and record for the benefit of Seller a performance deed of trust or similar document securing Buyer's performance of the Development Work. Any deadlines for completion of any portion of the Development Work may be adjusted and revised upon the mutual written agreement of the Parties.

Buyer also agrees to enter into a development agreement with the City of Woodland Park ("Development Agreement"), in the form as approved by the Woodland Park City Council via Resolution 905, Series 2023, which shall be recorded against the Property as a condition of the Closing, and which shall, among other things, require the Buyer to comply with all applicable provisions of that certain Woodland Station Disposition and Development Agreement by and between Seller and the City of Woodland Park dated August 20, 2009 and recorded on August 26, 2009 at Reception No. 629482 of the Teller County property records, as amended (the "Disposition Agreement"), and all applicable codes, ordinances and policies of the City of Woodland Park, including the applicable Overlay District ordinance, the Design Guidelines, the Materials Management Plan, and the City's engineering specifications. The Development Agreement will include a preliminary listing of the public improvements and private improvements expected to be completed within each Phase, and shall incorporate the City's standard subdivision development agreement or public improvement agreement with any amendments or additions as required by the City ("SDA"). The form of SDA included in the Development Agreement shall require the Buyer to collateralize the public improvements associated with each Phase on terms acceptable to the City Attorney.

Phase I

Within six (6) months after the Closing Date (the "Phase 1 Approval Deadline"), Buyer shall use best efforts to obtain final non-appealable approval from the City of Woodland Park and any other governmental or quasi-governmental entities having jurisdiction of all entitlements or approvals necessary to construct the Phase 1 Improvements, including the replat of the Property to create a separate lot or lots for Phase 1 ("Phase 1 Approval"), as further set forth and contemplated in the Woodland Station Plan of Development (2023) attached hereto as **Exhibit 1**. Buyer shall have two (2) ninety-day options to extend the Phase 1 Approval Deadline (each an "Extension Option") by delivering written notice of the same to Seller at the notice address set forth in the Contract. Upon the timely exercise of the second Extension Option, the Re-Conveyance Fee (as defined in Paragraph 2 below) shall increase by an additional twenty-five thousand dollars (\$25,000.00). The date upon which Buyer receives Phase 1 Approval shall be the "Phase 1 Approval Date".

Within six (6) months after the Phase 1 Approval Date, Buyer shall commence construction of the Phase 1 Improvements. The date upon which Buyer commences construction of the Phase 1 Improvements shall be the "Phase 1 Commencement Date".

Within eighteen (18) months of Phase 1 Commencement Date, Buyer shall substantially complete construction of the Phase 1 Improvements. For purposes of this Addendum, "substantial completion" or "substantially complete" shall mean: (i) the issuance of a certificate of occupancy or temporary certificate of occupancy for any private improvements located upon the applicable Phase portion of the Property, and (ii) the probationary or conditional acceptance by the City of Woodland Park of any public improvements located upon the applicable Phase portion of the Property. No certificate of occupancy or temporary certificate of occupancy for any private improvements will be issued by the City of Woodland Park (operating by and through the Pikes Peak Regional Building Department) until such time as all public improvements associated with a Phase portion of the Property have been granted conditional acceptance or probationary acceptance by the City.

Phase II

Buyer shall commence construction on improvements within the Phase 2 portion of the Property on or before December 31, 2025. Buyer anticipates such improvements to be commercial buildings around a center town square concept, with the end-users/tenants to be determined at a future date.

Buyer shall substantially complete construction of the improvements within Phase 2 of the Property on or before December 31, 2027.

Phase III

Buyer shall commence construction on improvements within the Phase 3 portion of the Property on or before December 31, 2027. Buyer anticipates such improvements to include any additional infrastructure work needed in collaboration with the City of Woodland Park, State of Colorado,

Colorado Department of Transportation, Colorado Public Health Department, and United States Army Corps of Engineers, and other governmental or third-parties as may be required.

Buyer shall substantially complete construction of the improvements within Phase 3 of the Property on or before December 31, 2029.

Phase IV

Buyer, or its successor and/or assignee, shall commence construction on improvements within the Phase 4 portion of the Property as soon as reasonably practicable after completion of the Phase 4 improvements, subject to applicable market conditions. Buyer currently estimates such construction to commence on or before December 31, 2030. Buyer anticipates such improvements to include primarily residential improvements, with possible commercial improvements as well, to be determined by prevailing market conditions and the final product of constructed upon the Phases 1 through 3 portions of the Property.

Buyer, or its successor and/or assignee, shall substantially complete construction of the improvements within Phase 3 of the Property on or before the date that is thirty-six (36) months after the date Buyer commences construction of improvements located within the Phase 4 portion of the Property.

2. **Development Work Default; Remedies.** Upon the occurrence of any Event of Default by Buyer (as defined in subsection (e) below), Seller may, at Seller's option, which shall be evidenced by delivery of written notice to Buyer ("Notice of Breach"):

a. require Buyer to, within thirty (30) days of Buyer's receipt of a Notice of Breach: (i) re-convey to Buyer by deed those portions of the Property that comprise each Phase (as set forth on Exhibit 1) that have not been substantially completed as of the date of Buyer's breach (the "Undeveloped Property"), and (ii) remit payment to Seller in the amount of \$100,000.00 (the "Re-Conveyance Fee"), as adjusted in the event both Extension Options are previously exercised by Buyer.

b. either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Undeveloped Property and take possession thereof (or any part thereof), and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Undeveloped Property shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Undeveloped Property, the Seller shall be entitled to exercise every right provided for any Deed of Trust recorded pursuant to Paragraph 1 above, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale;

c. commence an action to foreclose any Deed of Trust recorded pursuant to Paragraph 1 above, to appoint a receiver, or to specifically enforce any of the covenants hereof; or

d. Seller shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 2, including, but not limited to, reasonable attorneys' fees.

e. The occurrence of any of the following events or conditions shall constitute an "Event of Default" under this Addendum: (i) Buyer fails to perform or observe any of the covenants, conditions or provisions of the Contract or this Addendum; (ii) the insolvency of Buyer; or the execution by Buyer of an assignment for the benefit of creditors; the filing by Buyer (or against Buyer that is not dismissed within 45 days after the filing thereof) of any proceeding under the federal bankruptcy laws now or hereafter existing or any other similar statute now or hereafter in effect; the entry of an order for relief under such laws with respect to Buyer; or the appointment of a receiver for all or any portion of the Property by reason of the insolvency of Buyer; or (iii) the liquidation, termination or dissolution of Buyer.

3. **Closing Conditioned on Future Administrative and Legislative Action.** Following MEC, the Board of Directors of the Seller ("Board") and the City Council of the City of Woodland Park ("City Council") will each consider the adoption of a resolution authorizing the sale of the Property to Buyer (the "Sale Resolutions") as required by C.R.S. § 31-25-808(2) and the Disposition Agreement. The Parties specifically agree that the Closing Date shall occur on a date following the effective date of the Sale Resolutions. The Seller shall provide the Buyer with all planned and scheduled dates related to the Board's and City Council's consideration of the Sale Resolutions and shall keep the Buyer informed of any change(s) in such dates.

4. **Due Diligence Documents; Access and Testing.** With respect to the Due Diligence Documents to be delivered by Seller to Buyer under this Contract, Seller shall deliver those items that are in Seller's possession or reasonably attainable as of the date of this Contract, and Seller shall supplement such documents through the contract period up to Closing if new items come into existence or into Seller's actual possession or control that would be included in the Due Diligence Documents. From and after MEC and continuing until Closing, Buyer (either on its own behalf or through representatives or agents) is granted permission and authority to enter the Property during normal business hours and subject to advance notice to Seller for purposes of conducting such inspections and investigations as Buyer deems necessary or appropriate, and to conduct procedures to assess the feasibility of the transactions contemplated by this Contract, including but not limited to reviewing the Due Diligence Documents and other information, conducting market analyses and surveys, contacting applicable governmental or governing agencies, and conducting any title and survey reviews, soils testing, engineering studies, and environmental assessments, at Buyer's sole cost and expense. Seller shall arrange for access to the Property for inspection upon reasonable notice by Buyer, with email and/or telephone contact being acceptable for such purposes by Buyer contacting the Board Chair (Tony Perry) by phone at _____ or by email at _____.

5.

5. **Assignment.** Notwithstanding anything contained in the Contract to the contrary, this Contract cannot be assigned in whole or in part by either party without the prior written consent of the other; provided, however, that Buyer shall have the right to assign all or any portion of this Contract and its rights hereunder to any other entity owned, managed or controlled by Buyer, or to entities that control Buyer or are under common control with Buyer ("Permitted Assignees"). The Buyer shall: (1) provide a minimum of five business day advance written notice to Seller of Buyer's proposed assignment of this Contract to one or more Permitted Assignees, and (2) provide a fully executed copy of any assignment of this Contract to one or more Permitted Assignees to Seller. No other assignment by Buyer shall be permitted without Seller's express written consent, which may be withheld in Seller's sole discretion.

6. **Severability.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be narrowly construed and shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. **Counterparts.** This Addendum may be executed in any number of duplicate originals and counterparts, which together shall constitute one and the same instrument. Facsimile and electronically transmitted signatures shall be acceptable as original signatures.

8. **Governmental Immunity.** Nothing in this Contract shall be construed as a waiver of the rights and privileges of the Seller pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Seller and its officers or employees.

[Signatures appear on the following page.]

[Signature page to Addendum to Contract to Buy and Sell Real Estate]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first written above.

“BUYER”

TAVA HOUSE PROPERTIES, LLC,
a Colorado limited liability company

By: Mark Weaver
Mark Weaver (Mar 30, 2023 16:48 CDT)

Mark Weaver, Member

By: Derek Waggoner
Derek Waggoner (Mar 30, 2023 16:03 MDT)

Derek Waggoner, Member

Date: Mar 30, 2023, 2023

“SELLER”

**WOODLAND PARK DOWNTOWN
DEVELOPMENT AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____, 2023

EXHIBIT 1

SEE ATTACHED

EXHIBIT C
Performance Deed of Trust

[attached]

PERFORMANCE DEED OF TRUST

This PERFORMANCE DEED OF TRUST ("Deed of Trust") is made as of _____, 20____ ("Effective Date") by **TAVA HOUSE PROPERTIES, LLC**, a Colorado limited liability company, as the owner appearing on title to the Property (defined below) ("Trustor"), and the Public Trustee of the County in which the Property is situated ("Trustee"), for the benefit of the **WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY**, a body corporate of the State of Colorado ("Beneficiary"), whose address is _____.

RECITALS

A. Trustor and Beneficiary are parties to that certain Contract to Buy and Sell Real Estate dated _____, as supplemented by that certain Addendum dated _____ (collectively, the "Contract"), whereby Beneficiary sold and Buyer purchased that certain 6.63 acre-parcel of land located in Teller County, Colorado, legally described in the attached Exhibit A incorporated herein by this reference (the "Property").

B. Pursuant to the Contract, Beneficiary has committed to performing certain obligations with respect to the development of the Property and construction of certain improvements thereon, and Trustor agrees to be bound by the obligations set forth in the Contract and agrees to grant to Beneficiary a security interest in the Property securing the performance of the obligations of Trustor set forth therein, upon the terms and condition herein.

AGREEMENT

NOW, THEREFORE, to secure the full and timely performance by Trustor of the Secured Obligations (defined below), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Grant in Trust. Trustor, in consideration of the promises herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale, all estate, right title and interest which Trustor now has or may later acquire in and to the Property, together with all of the following:

(i) all improvements now or hereafter located or constructed on the Property and all replacements and additions thereto ("Improvements");

(ii) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto ("Appurtenances");

(iii) all fixtures now or hereafter attached to or used in and about the Property or the improvements located thereon or hereafter located or constructed on the Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the improvements in any manner ("Fixtures and Equipment"); and

(iv) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property ("Leases") and all rents or other payments which may now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("Rents").

All of the above-referenced Property, Improvements, Appurtenance, Fixtures and Equipment, Leases and Rents are herein referred to collectively as the "Security".

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and/or performance of the following (the "Secured Obligations"):

2.1 Development Work. Buyer hereby covenants and agrees to timely perform and complete the Development Work set forth in the Addendum.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of the Property. Upon the occurrence of any such Event of Default, Beneficiary may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Property and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

4. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Property and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Teller County, Colorado and shall also operate from the date of such filing as a fixture filing in accordance with applicable Colorado law and other applicable provisions of the UCC. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

5. Trustor's Representations, Warranties and Covenants.

5.1 Trustor's Estate. Trustor represents and warrants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that this Deed of Trust is not inferior to any other security interest in the Property. Trustor agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the Beneficiary's interest in the Security.

5.2 Charges; Liens. Trustor will pay prior to delinquency, all taxes, assessments and other charges, fines and impositions affecting the Security directly to the payee thereof. Upon request by the Beneficiary, Trustor will promptly furnish to the Beneficiary all notices of such amounts due. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall not be required to pay any tax, levy, charge or assessment so long as its validity is being actively contested in good faith and by appropriate actions and/or proceedings which will operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5.3 Preservation and Maintenance of Security. Trustor will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or deterioration of the Security. Trustor will obtain and maintain sufficient insurance coverage on the Security, in minimum amounts and forms of coverage as commercially reasonable. If there arises a condition in contravention of this Section, and if the Trustor has not cured such condition within thirty (30) days after receiving notice of such a condition from Beneficiary, then in addition to any other rights available to the Beneficiary, the Beneficiary shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

5.4 Protection of the Beneficiary's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the Beneficiary's interest in the Security, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Beneficiary, at its option, without releasing Trustor from any obligation hereunder, may make such appearances, disburse such sums and take such action as it determines necessary to protect the Beneficiary's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Security to make repairs. Any amounts disbursed by the Beneficiary pursuant to this paragraph, with interest thereon, will become an indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amount will be payable upon notice from the Beneficiary to Trustor requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the Beneficiary to incur any expense or take any action hereunder.

5.5 Inspection. The Beneficiary may make or cause to be made reasonable entries upon and inspections of the Security; provided that the Beneficiary will give Trustor reasonable notice of inspection.

5.6 Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in, on, under, about, or from the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal commercial uses and to maintenance of the Property when used and disposed of in accordance with Environmental Law.

"Hazardous Substances" means any substance defined as toxic or hazardous substances or hazardous waste or regulated under any Environmental Law, and the following substances: gasoline,

kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

“Environmental Law” means all federal, state or local statutes, ordinances, regulations, orders, decrees and judgments that relate to health, safety or environmental protection including without limitation the regulation of the use, disposal, manufacture, or release of Hazardous Substances.

Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

6. Nonliability for Negligence, Loss, or Damage; No Joint Venture. Trustor acknowledges, understands and agrees that the relationship between Trustor and the Beneficiary is solely that of a borrower and secured party, and that the Beneficiary does not undertake or assume any responsibility for or duty to Trustor to select, review, inspect, supervise, pass judgment on, or inform Trustor of the quality, adequacy or suitability of the Security or any other matter. The Beneficiary owes no duty of care to protect Trustor against any condition of, or located on, the Security and Trustor agrees that neither Trustor, or Trustor’s heirs, successors or assigns shall ever claim, have or assert any right or action against the Beneficiary for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold Beneficiary harmless from any liability, loss or damage for these things. Nothing contained herein shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of a borrower and lender.

7. Indemnity. Trustor agrees to defend, indemnify, and hold Beneficiary and its agents, officers, employees, and agents (“Indemnitees”) harmless from and against all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that the Indemnitees may incur as a direct or indirect consequence of: (i) Trustor’s failure to perform any obligations as and when required by the Contract and this Deed of Trust; or (ii) the failure at any time of any of Trustor’s representations or warranties to be true and correct.

8. Acceleration; Remedies. Upon Trustor’s breach of any covenant or agreement of Trustor in the Contract or this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the Beneficiary, prior to acceleration, will mail by express delivery with delivery receipt, notice to Trustor specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Trustor as shown on the return receipt, by which such breach is to be cured; and (4) if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Security. The notice will also inform Trustor of Trustor’s right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the Beneficiary, at the Beneficiary’s option, may:

(a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by Colorado law;

(b) either in person or by agent, with or without bringing any action or proceeding,

or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Beneficiary, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale;

(c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or

(d) exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

The Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

9. Trustor's Right to Reinstate. Notwithstanding the Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor will have the right to have any proceedings begun by the Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust if there were no acceleration under this Deed of Trust; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in the Contract or this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in the Contract or this Deed of Trust, and in enforcing the Beneficiary's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

10. Termination; Reconveyance. Upon timely substantial completion of all Development Work (as substantial completion is defined in the Contract), if the Trustor owns and occupies the Property and is not in violation of any provisions of this Deed of Trust, this Deed of Trust shall automatically become null and void and Beneficiary's security interest in the Property created by this Deed of Trust shall be deemed fully released, terminated and extinguished. Upon timely substantial completion of all Development Work (as substantial completion is defined in the Contract), Beneficiary further agrees, upon written notice from Trustee, to release and surrender this Deed of Trust as may be necessary to remove this Deed of Trust as an encumbrance on title to the Property. Beneficiary will deliver a partial or full release (as applicable) of this Deed of Trust upon such request without warranty and without charge to the person or persons legally entitled thereto.

11. Miscellaneous.

11.1 Forbearance by the Beneficiary Not a Waiver. Any forbearance by the

Beneficiary in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Beneficiary will not be a waiver of the Beneficiary's right to require satisfaction of any obligations secured by this Deed of Trust.

11.2 Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11.3 Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Beneficiary and Trustor subject to the provisions of this Deed of Trust.

11.4 Joint and Several Liability. If this Deed of Trust is executed by more than one person as Trustor, the obligations of each shall be joint and several.

11.5 Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust will be given by certified mail, return receipt requested, express delivery with delivery receipt or personal delivery with delivery receipt, addressed to Trustor at the address shown for the Property in the recitals above or such other address as Trustor may designate by notice to the Beneficiary as provided herein, and (b) any notice to the Beneficiary will be given by certified mail, return receipt requested, express delivery with delivery receipt or personal delivery with delivery receipt, to Beneficiary's address set forth in the first paragraph of this Deed of Trust, or to such other address as the Beneficiary may designate by notice to Trustor as provided above. Notice shall be effective as of the date received by the Beneficiary as shown on the return receipt.

11.6 Governing Law. This Deed of Trust shall be governed by the laws of the State of Colorado.

11.7 Severability. In the event that any provision or clause of this Deed of Trust or the Contract conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Contract, and to this end the provisions of this Deed of Trust and the Contract (as applicable) are declared to be severable.

11.8 Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

*[SIGNATURE AND NOTARIZATION ON
FOLLOWING PAGE]*

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

EXECUTED BY TRUSTOR

TAVA HOUSE PROPERTIES, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ as _____ of **Tava House Properties,**
LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT D
Woodland Station Plan

(Woodland Station Plan of Development – TAVA House Properties, LLC (2023))

[see attached]

Woodland Station Plan of Development

TAVA House Properties, LLC

2023

Summary

TAVA House Properties, LLC (THP) shall proceed with the following Plan of Development (Plan) for the 6.63 acres this is commonly known as “Woodland Station”. While there are other adjacent properties that may eventually be incorporated into the Plan, since THP does not own or control those parcels, our focus for this Plan is just for the Woodland Station property.

Once THP acquires the 6.63 acres, immediate work begins in working with the City of Woodland Park Planning Staff in the form of submittals for Phase I, the TAVA Restaurant facilities. It is the hope of THP that site work can begin late summer of this year, with a grand opening in the summer of 2024.

Phases 2-3 will occur as outlined below, with Phase 4 eventually bringing in a housing component or mixed-use development, so Phases 1-3 will all be commercial uses. It should be noted that Phases 2-4 are subject to change and are dependent on market factors and demands, and as such, the uses and placement of those uses is in concept form only.

THP will conform to all City of Woodland Park Zoning standards and also the Woodland Station Overlay District Regulations as well as Design Guidelines.



Phase 1

Within six (6) months after the conveyance of the Woodland Station property (the “Subject Property”) by the DDA to THP (the “Phase 1 Approval Deadline”), THP shall use best efforts to obtain final non-appealable approval from the City of Woodland Park and any other governmental or quasi-governmental entities having jurisdiction of all entitlements or approvals necessary to construct all necessary private and public improvements necessary (the “Phase 1 Improvements”) to support Phase 1, including a replat of the Subject Property to create a separate lot or lots for Phase 1.

This Phase will see the beginning of construction for the TAVA House Restaurant that will house 2 restaurant concepts, a culinary school and a small banquet hall. Consisting of about 10,000 square feet, this facility will employ 40+/- people in various capacities for restaurant management along with full and part time workers.

PHASE 1

- BERGSTROM ALLEY EXTENSION
- TAVA HOUSE CONSTRUCTION



Phase 2

THP shall commence construction on improvements within the Phase 2 portion of the Subject Property on or before December 31, 2025. Buyer anticipates such improvements to be commercial buildings around a center town square concept, with the end-users/tenants to be determined at a future date.

Buyer shall substantially complete construction of the public and private improvements within Phase 2 of the Property on or before December 31, 2027.

PHASE 2

- SADDLE CLUB AVE EXTENSION
- SOUTH PINE STREET CONSTRUCTION
- WEST COMMERCIAL BUILDING(S) CONSTRUCTION



Phase 3

THP shall commence construction on improvements within the Phase 3 portion of the Subject Property on or before December 31, 2027. TAVA House anticipates such improvements to include any additional infrastructure work needed in collaboration, including cost-sharing, with the City of Woodland Park, State of Colorado, Colorado Department of Transportation, Colorado Public Health Department, and United States Army Corps of Engineers, and other governmental or third parties as may be required.

THP shall substantially complete construction of the improvements within Phase 3 of the Property on or before December 31, 2029.

PHASE 3

- CENTRAL PLAZA CONSTRUCTION
- SOUTH SITE STAIR CONSTRUCTION
- EAST RAMP/PLANTER CONSTRUCTION
- SOUTH COMMERCIAL BUILDING(S) CONSTRUCTION



Phase 4

THP, or its successor and/or assignee, shall commence construction on improvements within the Phase 4 portion of the Property as soon as reasonably practicable after completion of the Phase 3 improvements, subject to applicable market conditions. TAVA House currently estimates such construction to commence on or before December 31, 2030. Buyer anticipates such improvements to include primarily residential improvements, with possible commercial improvements as well, to be determined by prevailing market conditions and the final product constructed upon Phase 1, Phase 2 and Phase 3.

THP, or its successor and/or assignee, shall substantially complete construction of the improvements within Phase 4 of the Property on or before the date that is thirty-six (36) months after the date THP (or its successor/assign) commences construction of improvements located within the Phase 4 portion of the Property.

EXHIBIT E
Form of Subdivision Development Agreement (SDA)

[see attached]

SUBDIVISION DEVELOPMENT AGREEMENT

THIS SUBDIVISION DEVELOPMENT AGREEMENT, made and entered into this _____ day _____, 202__, by and between the **CITY OF WOODLAND PARK**, hereinafter called "City", and, **TAVA HOUSE PROPERTIES, LLC**, a Colorado limited liability company, hereinafter called the "**Developer**" as follows:

WHEREAS, the property which is subject to this agreement is the _____ within the City of Woodland Park, County of Teller, Colorado, and the **Developer** has submitted their plat for the subject property to the **City** for approval as required by City Council; and

WHEREAS, the **Developer** and **City** desire to provide for the orderly development of the subject area now submitted to platting and provide for all matters required by the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the **City**; and

WHEREAS, the parties hereto wish to make an equitable agreement defining various terms concerning the construction/installation of such facilities,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. GENERAL CONDITIONS

1. **Developer** agrees as follows:

a. To develop the platted area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the **City**.

b. To install and construct the following public improvements: street base and surface, water lines, sanitary sewer main line, drainage, street signs, traffic control signs; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the **City**. All public improvements shall be installed in accordance with the engineering plans filed with and approved by the City Engineer or appointed representative on _____, and according to revised engineering plans as may be received and approved by the City Engineer or appointed representative.

c. To obtain, place, and keep current with the **City**, a letter of credit, or other acceptable assurance, for the purpose of guaranteeing to the **City**, the installation, interim maintenance and final acceptance by the **City** of all public improvements in accordance with the Subdivision Regulations, Engineering specifications, Zoning Ordinance, and all other applicable ordinances of the City. The amount of the letter of credit will be equal to one hundred and fifty percent of the construction cost, as estimated by the developer and approved by the City Engineer. The amount of this acceptable assurance is hereby set at \$ _____ as shown by Exhibit A attached. The **Developer** shall remain liable for all costs of completion in excess of this amount.

d. **Developer** SHALL FURTHER: Maintain all public improvements in the Subdivision until these improvements have received initial acceptance by the **City**, for

maintenance. **Developer** agrees to warrant workmanship and material for one year from date of initial acceptance by the **City**.

e. **Developer** agrees that after final acceptance by the City Engineer of all public improvements, said improvements shall become the sole and exclusive property of the **City** free from any liens, claims, or encumbrances.

2. All improvements shall be completed by _____ unless an extension is granted as outlined in Section 17.28.030 of the Municipal Code. Street paving (if any) shall not be completed until all water, sanitary sewer, drainage, and other utilities are installed and accepted by the **City** unless otherwise approved by the City Engineer.

3. IT IS AGREED AND UNDERSTOOD:

a. All construction installation shall be done and accomplished in accordance with City Ordinances, Engineering Specifications, rules and regulations and standards in effect at the time of the execution of this document and under the observation of the City.

b. The construction cost for all public improvements shall be borne by **Developer**.

c. Any costs for engineering, construction staking, and right of way acquisition shall be borne by **Developer**.

d. Water and sewer improvements shall be considered as individual entities and shall be inspected and accepted separately as such. Streets and drainage improvements shall be considered together and shall be accepted together as such.

e. If desired by the **City**, portions of the improvements may be placed in service when completed, but such use and occupation shall not constitute an acceptance of said portions. However and notwithstanding the preceding sentence, any portion of the improvements placed into service by the City for a period of _____ months shall constitute an initial acceptance by the City of such portions of the improvements, as applicable unless the Developer is notified in writing by the City during said period of service of specified deficiencies for correction by the Developer.

f. From time to time, as work to be performed and public improvements to be installed/construction progresses, the **Developer** may request in writing that the **City** inspect such work and improvements as are completed and that corresponding reduction of the collateral be granted. These requests will be processed in a manner similar to the request for initial acceptance. When the **City** is satisfied that such work and improvements as specified by the **Developer** have been completed in accordance with the terms hereof, the City Engineer will submit his statement that he has no objection to the partial reduction of the above specified collateral as is necessary to pay the cost of the work performed and improvements installed/constructed pursuant to the Agreement. In no event shall the amount of any collateral which remains subsequent to any request and approval of a partial release be less than one hundred fifty percent (150%) of the established construction cost of the required public improvements for which no release has been made. Also in the event partial releases have been requested and approved, the **City** and the **Developer** agree that upon satisfactory completion of all required public improvements, all remaining collateral shall be released by the **City** to the **Developer**.

g. In order to obtain any releases of collateral, the **Developer** shall be required to submit to the **City** satisfactory documentation confirming proof of payment for contractor service, materials, professional services and other expenditures related to the installation/construction of the applicable public improvements or that upon release by the **City**, the financial institution providing the assurance, will make payment to the appropriate parties for the services, materials or other expenditures related to the applicable public improvements.

h. Where acceptable assurances have not expired, the **City** may, at its option, which shall not be unreasonably withheld, allow building permits for construction on lots for which the subdivision improvements detailed herein have been started but not completed. A minimum improvement standard for allowing building permits shall include water and sewer lines with hydrants installed and streets constructed to a functional state. The **City** shall not authorize issuance of certificates of occupancy or provide water and sewer service unless:

i. The subdivision improvements serving those lots are completed and placed in service; or

ii. The progress of work on the subdivision improvements throughout the development is proceeding to the satisfaction of the **City**, which satisfaction shall not be unreasonably exercised, and **Developer** is proceeding therewith in good faith and in accordance with the time schedule stated; and

iii. All terms of this Agreement have been faithfully kept by **Developer**.

B. UTILITY REIMBURSEMENT

Not Applicable

C. SPECIAL REQUIREMENTS

1. The **Developer** shall provide "as built" construction drawings of the public improvements prior to initial acceptance.

2. [insert additional special requirements, as applicable].

D. RECORDING

IT IS FURTHER AGREED between the parties that this Agreement shall be recorded in the records of Teller County at Developer expense; and further that this Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto. The parties also agree that upon completion of the obligations and terms of the Agreement, the Parties shall cause to be recorded in the records of Teller County a document releasing the subdivided property and the parties, as well as their respective heirs, successors and assigns, from the obligations and covenants imposed herein. The City Engineer shall be authorized to execute all necessary documents on behalf of the City

to effectuate the release of the subdivided property and the Developer, his/its heirs, successors and assigns, from the obligations and covenants imposed herein, as set forth in this paragraph D.

E. RIGHTS

IT IS FURTHER AGREED that the rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. In the event the City is required to pursue legal action to enforce the terms of this Agreement and prevails, the Developer shall be liable for reimbursement of the City's court costs and attorney fees resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF WOODLAND PARK, COLORADO

BY: _____ ATTEST: _____
Mayor Hilary Labarre City Clerk

Date: _____, 202__

[Developer signature page follows]

[Developer signature page to Subdivision Development Agreement]

DEVELOPER:

TAVA HOUSE PROPERTIES, LLC, a
Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, as _____ of TAVA HOUSE PROPERTIES, LLC, a Colorado limited liability company.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A

ENGINEER COSTRUCTION DRAWINGS AND COST ESTIMATES



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk, Michael Lawson, City Manager

DATE: April 20, 2023

SUBJECT: Signature Events Micro-Grant Program Process review.
(Presenter, Assistant to the City Manager Grace Johnson)

BACKGROUND: As part of the 2023 budget process, City Council set aside \$15,000 from the Lodging Tax fund to provide micro-grants to support qualifying special events in the City of Woodland Park. Support for signature events was also identified in the 2030 Envision Woodland Park Comprehensive Plan.

City staff researched and developed a pilot micro-grant program to award the funding to qualifying signature events. In the following attachments you will find the application and the scoring rubric. These documents include:

- Introduction of program
- Award timeline
- Funding purposes
- Definition of *Signature Event*
- Eligibility criteria
- Reporting criteria
- Evaluation criteria

This is a pilot program and Council can expect the program to be evaluated and adjusted if needed. Part of this process will be evaluation of existing in-kind and monetary support for all special events to provide fair and equitable support for events in Woodland Park.

The Parks and Recreation Advisory Board will review and approve applications by June 14, 2023.

RECOMMENDATION:

ATTACHMENTS: None