



City of Woodland Park

City Council

May 18, 2023 at 6:30 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Appointments to Planning Commission to fill vacated positions. (A)
(Presenter City Manager, Michael Lawson)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the April 2023 Statement of Expenditures and authorize the Mayor to sign Warrants thereof. (A)
(Presenter, Finance Director, Aaron Vassalotti)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**
7. **UNFINISHED BUSINESS**

(Public Comment may be heard)

 - A. Approval of Subdivision Development Agreement - Stone Ridge Subdivision Filing No. 5.
(Presenter, Planning Director Karen Schminke)
8. **ORDINANCES ON INITIAL POSTING**

(Public comment may be heard)

 - A. Consideration of Ordinance No. 1451, Series 2023, on initial posting, approving the lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless for the Purposes of Building a Permanent Cell Tower Located at 111 N. Baldwin and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)
 - B. Consideration of Ordinance No. 1452, Series 2023, on initial posting, approving the lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless for the Purposes of Placing a Temporary Cell Tower at 220 W South Ave and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)
 - C. Consideration of Ordinance No. 1453, Series 2023, on initial posting, Approval of a Lease Agreement Between the City and CORE Electric Cooperative for the Purposes of Use of Land for an Electric Vehicle Charging Station, and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A.** Approval of a change of location for Shadi Inc. DBA Judges, currently located at 108 East Midland Avenue, to 100 Morning Sun Drive, Woodland Park, Colorado. (QJ)
(Presenter Deputy City Clerk / Public Works Admin, Sarah Minton)
- B.** Approve 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. (L)
(Presenter, Planning Director, Karen Schminke)
- C.** Approve Ordinance No. 1450, Series 2023, an Ordinance Approving an Amendment to a Conditional Use Permit and Site Plan, for 18.09090.N.5 "Apartment Building(s) on a Single Lot" Use Located on Tamarac Parkway with a Legal Description of Lot 6, Tamarac Tech Park Filing No.5 within the Multi-Family Residential-Urban Zone District. (QJ) (Presenter Senior Planner, CJ Gates)
- D.** Consider adoption of Ordinance No. 1449, Series 2023, an Ordinance of the City Council for the City of Woodland Park, Colorado Creating Chapter 2.16 of the Woodland Park Municipal Code, Regarding Emergency Management, To Establish a Process for the Declaration of a Local Emergency and to Specify the Authority of the City Council and City Manager During the Same. (L)
(Presenter City Attorney Geoff Wilson)

10. NEW BUSINESS

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

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

12. ADJOURNMENT

Key to agenda abbreviations:

(A) Administrative- matters involving day-to-day decisions such as approving contracts, hiring

staff and the procurement of goods and services. Administrative actions generally do not require formal actions by the elected body.

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

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



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Michael Lawson, City Manager

DATE: May 18, 2023

SUBJECT: Appointments to Planning Commission to fill vacated positions. (A)
(Presenter City Manager, Michael Lawson)

BACKGROUND: As the Council will recall, there are currently three available positions on the Planning Commission, one of them being Councilmember Harvey's after she was appointed to the Council. Interested applicants must meet the requirements for this opening. They must be at least 18 years old, a City resident for not less than one year and possess qualifications that are compatible with the Commission's purpose and authority. The applicants must also be available to meet on the second and fourth Thursday evenings of each month.

At the March 16, 2023 City Council Meeting, Melvin Pierce came before Council for consideration to be on the Planning Commission. The vote on that evening ended in a tie. As a result of the tie, this appointment has to be reconsidered at a later Council Meeting. At the May 18, 2023 City Council Meeting, Mr. Pierce will be before the Council seeking appointment to the Planning Commission.

The City Clerk's office received another application from George Jones to be considered for appointment to the Planning Commission. Mr. Jones meets the residency requirement to be considered for the position on the Planning Commission.

Current Openings on the Planning Commission (Per the City Website):
Fulfilling Councilmember Harvey's Term- Expiring January 1, 2024
Vacant Position Term Expiring January 1, 2024
Vacant Position Term Expiring January 1, 2025
Vacant Position Term Expiring January 1, 2026

Both applicants will be invited to attend the City Council Meeting on May 18, 2023.

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Aaron Vassalotti, Finance Director

DATE: May 18, 2023

SUBJECT: Approval of the April 2023 Statement of Expenditures and authorize the Mayor to sign Warrants thereof. (A)
(Presenter, Finance Director, Aaron Vassalotti)

BACKGROUND: Approval of the April 2023 Statement of Expenditures and authorize the Mayor to sign Warrants thereof.

RECOMMENDATION: Approval of the April 2023 Statement of Expenditures and authorize the Mayor to sign Warrants thereof.

ATTACHMENTS:

1. April 2023 Statement of expenditures_Staff memo
2. AP-April 2023
3. Payroll-April 2023
4. April 2023 Council and Mayor Expenses



City of Woodland Park Staff Report for City Council

Meeting Date: May 18, 2023

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

ITEM:

April 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>April 2023</u>	
Accounts Payable Checks	647,092.46
Payroll Checks	464,941.91
CEBT-April	87,114.53
Vectra Visa credit card EFT	25,932.58
Total	<u><u>1,225,081.48</u></u>

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

STAFF RECOMMENDATION:

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

City of Woodland Park
Year End Payment Register

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
107	EFT	A	WEX BANK	5187	1	12,806.70	0.00	12,806.70	04/05/2023	HP	44225
			March 2023 Wex Bill	88257339		12,806.70	0.00	12,806.70			
116346	CHK	A	AXON ENTERPRISE	5008	1	3,622.00	0.00	3,622.00	04/06/2023		44222
			Taser 7 Training Cartridges	INUS147631		3,622.00	0.00	3,622.00			
116347	CHK	A	BIRCHAM'S	75	2	591.37	0.00	591.37	04/06/2023		44222
			TONER-FREIGHT/SHIPPING	355927		15.00	0.00	15.00			
			03/23 CHARGES	356261		576.37	0.00	576.37			
116348	CHK	A	BLACK HILLS ENERGY	4035	4	12,571.72	0.00	12,571.72	04/06/2023		44222
			03/2023 CHARGES	3222023		12,571.72	0.00	1,109.61			
			03/2023 CHARGES	3222023		12,571.72	0.00	3,968.64			
			03/2023 CHARGES	3222023		12,571.72	0.00	6,848.30			
			03/2023 CHARGES	3222023		12,571.72	0.00	645.17			
116349	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	169.10	0.00	169.10	04/06/2023		44222
			UNIFORM - BROWN	23-11570		169.10	0.00	169.10			
116350	CHK	A	CENTURYLINK	4342	2	422.96	0.00	422.96	04/06/2023		44222
			03/2023 CHARGES	3252023		422.96	0.00	147.14			
			03/2023 CHARGES	3252023		422.96	0.00	275.82			
116351	CHK	A	CHURCHICH RECREATION EQUIPMENT	5469	1	915.00	0.00	915.00	04/06/2023		44222
			PLAYGROUND EQUIP	23-0160		915.00	0.00	915.00			
116352	CHK	A	CINTAS FIRE PROTECTION	3604	1	1,885.53	0.00	1,885.53	04/06/2023		44222
			INSPECTION - FLEET	0F47053254		1,885.53	0.00	1,885.53			
116353	CHK	A	CIRSA	144	2	114,345.66	0.00	114,345.66	04/06/2023		44222
			2ND Q PROP CASUALTY 2023	231035		76,928.66	0.00	76,928.66			
			2ND Q WORKERS COMP	W23271		37,417.00	0.00	37,417.00			
116354	CHK	A	CIVICPLUS, LLC	5189	1	6,195.00	0.00	6,195.00	04/06/2023		44222
			CIVIC CLERK - 2023 FEE	245041		6,195.00	0.00	6,195.00			
116355	CHK	A	COLO SPRINGS WINWATER WORKS	1802	1	572.56	0.00	572.56	04/06/2023		44222
			METER SETTER - F/S	25392301		572.56	0.00	572.56			
116356	CHK	A	COLORADO ELECTRIC MOTOR REPAIR	2793	1	750.00	0.00	750.00	04/06/2023		44222
			SEALED BEARINGS - WWTP	69071		750.00	0.00	750.00			
116357	CHK	A	DOCUMART COPIES & PRINTING	3252	3	555.00	0.00	555.00	04/06/2023		44222
			BUSINESS CARDS	373277		165.00	0.00	55.00			
			BUSINESS CARDS	373277		165.00	0.00	110.00			
			BUSINESS CARDS - WPPD	373332		390.00	0.00	390.00			
116358	CHK	A	ENGER, JANE	3876	1	216.00	0.00	216.00	04/06/2023		44222
			INSTRUCTOR - P&R	04042023		216.00	0.00	216.00			
116359	CHK	A	GALLS, LLC	5221	2	266.83	0.00	266.83	04/06/2023		44222
			UNIFORM - WPPD	023759899		127.39	0.00	127.39			
			YAKTRAX	023773480		139.44	0.00	139.44			
116360	CHK	A	GOVOS	5349	1	2,120.50	0.00	2,120.50	04/06/2023		44222
			04/23 MUNIREV & VRBO	INV-1067		2,120.50	0.00	2,120.50			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
116361	CHK	A	GRAINGER INC. PADLOCKS - F&G	282 9649646305	1	539.07 539.07	0.00 0.00	539.07 539.07	04/06/2023		44222
116362	CHK	A	HARRELL'S INC WEED & FEED - F&G	5104 INV01734729	1	2,502.87 2,502.87	0.00 0.00	2,502.87 2,502.87	04/06/2023		44222
116363	CHK	A	HAYNES MECHANICAL SYSTEMS 2023 HVAC Agreement	3359 SRVCE000121690	1	10,216.00 10,216.00	0.00 0.00	10,216.00 10,216.00	04/06/2023		44222
116364	CHK	A	HINKLE & COMPANY, PC 2022 FINANCIAL STATEMENT AUDIT	5035 12399	1	8,600.00 8,600.00	0.00 0.00	8,600.00 8,600.00	04/06/2023		44222
116365	CHK	A	KS STATEBANK KYOCERA COPIER	5217 57341-5-2023	1	377.98 377.98	0.00 0.00	377.98 377.98	04/06/2023		44222
116366	CHK	A	KYLE KURTIS JOHNSON REIMBURSEMENT	5285 03222023	1	355.62 355.62	0.00 0.00	355.62 355.62	04/06/2023		44222
116367	CHK	A	LAWSON PRODUCTS, INC. SUPPLIES - F&G	2935 9310435498	1	103.93 103.93	0.00 0.00	103.93 103.93	04/06/2023		44222
116368	CHK	A	MEBULBS PARTS - F&G	3794 41303440-02	1	120.79 120.79	0.00 0.00	120.79 120.79	04/06/2023		44222
116369	CHK	A	MICHOW COX & MCASKIN 02/23 LEGAL FEES	5404 WPDDA.MAR2023.001	1	2,850.00 2,850.00	0.00 0.00	2,850.00 2,850.00	04/06/2023		44222
116370	CHK	A	PETTY CASH - CITY HALL 2022 PETTY CASH RECONCILIATION 2022 PETTY CASH RECONCILIATION	691 03272023 03272023	2	473.37 473.37 473.37	0.00 0.00 0.00	473.37 259.09 214.28	04/06/2023		44222
116371	CHK	A	PITNEY BOWES GLOBAL FINANCIAL 04/23 POSTAGE METER LEASE	2479 3317262331	1	90.00 90.00	0.00 0.00	90.00 90.00	04/06/2023		44222
116372	CHK	A	PREMIER COPIER INC COPIES - WAC	5296 72977	1	53.50 53.50	0.00 0.00	53.50 53.50	04/06/2023		44222
116373	CHK	A	PRIORITY RESEARCH BACKGROUND CHECKS	4392 1047958	1	42.05 42.05	0.00 0.00	42.05 42.05	04/06/2023		44222
116374	CHK	A	REBECCA ALLEN 03/2023 CHARGES	5329 406	1	200.00 200.00	0.00 0.00	200.00 200.00	04/06/2023		44222
116375	CHK	A	ROSZCZEWSKI, ALICE JEAN INSTRUCTOR - P&R	4440 04042023	1	222.00 222.00	0.00 0.00	222.00 222.00	04/06/2023		44222
116376	CHK	A	SGS ACCUTEST INC. 02/23 WATER QUALITY TEST 02/23 WATER QUALITY TEST	4859 52160145940 52160146021	2	426.00 213.00 213.00	0.00 0.00 0.00	426.00 213.00 213.00	04/06/2023		44222
116377	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE	581 S0106661	1	107.09 107.09	0.00 0.00	107.09 107.09	04/06/2023		44222
116378	CHK	A	TDS BROADBAND LLC 04/23 CHARGES 04/2023 CHARGES - WPPD	5335 03252023 03252023A	4	3,167.59 92.45 1,603.18	0.00 0.00 0.00	3,167.59 92.45 1,603.18	04/06/2023		44222

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			04/23 CHARGES	03252023B		638.78	0.00	638.78			
			04/23 CHARGES	03252023C		833.18	0.00	833.18			
116379	CHK	A	THE AQUEOUS SOLUTION, INC.	3016	2	3,323.52	0.00	3,323.52	04/06/2023		44222
			CHEMICALS - WAC	INS-11194		1,966.52	0.00	1,966.52			
			CHEMICALS - WAC	INS-11204		1,357.00	0.00	1,357.00			
116380	CHK	A	THE LOCK SHOP	2431	1	100.00	0.00	100.00	04/06/2023		44222
			#71 KEY	#INV-001731		100.00	0.00	100.00			
116381	CHK	A	UNITED REPROGRAPHIC SUPPLY	4285	1	107.80	0.00	107.80	04/06/2023		44222
			04/2023 FORMAT PRINTER	4064400		107.80	0.00	107.80			
116382	CHK	A	VERO BROADBAND, LLC	5423	1	59.95	0.00	59.95	04/06/2023		44222
			WOODLAND PARK SIGN	4012023		59.95	0.00	59.95			
116383	CHK	A	WAXIE SANITARY SUPPLY	4189	1	1,818.52	0.00	1,818.52	04/06/2023		44222
			DISPENSER - F&G	81576081		1,818.52	0.00	1,818.52			
116384	CHK	A	WESTWOOD LAKES WATER DISTRICT	679	1	4,947.85	0.00	4,947.85	04/06/2023		44222
			02/23-03/23 WELLFIELD	03212023		4,947.85	0.00	4,947.85			
116385	CHK	A	WILSON WILLIAMS LLP	5287	1	13,659.12	0.00	13,659.12	04/06/2023		44222
			03/23 LEGAL FEES	223		13,659.12	0.00	13,659.12			
116386	CHK	A	WOODLAND HARDWARE & RENTAL	2739	2	369.33	0.00	369.33	04/06/2023		44222
			02/2023 CHARGES	2282023A		369.33	0.00	274.14			
			02/2023 CHARGES	2282023A		369.33	0.00	95.19			
116391	CHK	A	BOBCAT OF THE ROCKIES, LLC	3724	1	3,300.00	0.00	3,300.00	04/13/2023		44247
			TRADEOUT EXCAVATOR	66142724		3,300.00	0.00	3,300.00			
116392	CHK	A	BRIAN E. BUNDY	5208	1	840.00	0.00	840.00	04/13/2023		44247
			ACCT. SUPPORT SERVICES	04072023		840.00	0.00	840.00			
116393	CHK	A	CASELLE INC	2356	2	513.00	0.00	513.00	04/13/2023		44247
			05/23 CONTRACT	123889		513.00	0.00	333.45			
			05/23 CONTRACT	123889		513.00	0.00	179.55			
116394	CHK	A	CCP INDUSTRIES	4180	2	297.61	0.00	297.61	04/13/2023		44247
			SUPPLIES	IN03238285		151.74	0.00	151.74			
			CLEANER - WWTP	IN03242963		145.87	0.00	145.87			
116395	CHK	A	CHAD MILDBRANDT	5159	1	173.00	0.00	173.00	04/13/2023		44247
			BARTENDING - UPCC	04102023		173.00	0.00	173.00			
116396	CHK	A	CINTAS CORPORATION NO 2	4977	2	243.67	0.00	243.67	04/13/2023		44247
			UNIFORMS - FLEET	4150394351		133.80	0.00	133.80			
			UNIFORMS - FLEET	4151092736		109.87	0.00	109.87			
116397	CHK	A	COLORADO ANALYTICAL LAB	4028	1	1,205.00	0.00	1,205.00	04/13/2023		44247
			LAB SERVICES	230308066		1,205.00	0.00	1,205.00			
116398	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	38,716.38	0.00	38,716.38	04/13/2023		44247
			03/2023 CHARGES	04032023		38,716.38	0.00	11,857.18			
			03/2023 CHARGES	04032023		38,716.38	0.00	10,057.11			

City of Woodland Park
Year End Payment Register

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			03/2023 CHARGES	04032023		38,716.38	0.00	6,775.39			
			03/2023 CHARGES	04032023		38,716.38	0.00	10,026.70			
116399	CHK	A	DERINGTON, BRUCE	3572	1	110.00	0.00	110.00	04/13/2023		44247
			REIMBURSEMENT FOR CDL PHYSICAL	4112023		110.00	0.00	110.00			
116400	CHK	A	DISPLAY SALES CO	4559	1	4,872.00	0.00	4,872.00	04/13/2023		44247
			CUSTOM POLE BANNERS	INV-035412		4,872.00	0.00	4,872.00			
116401	CHK	A	DOCUMART COPIES & PRINTING	3252	1	588.30	0.00	588.30	04/13/2023		44247
			LETTERHEADS & ENVELOPES - WPPD	373419		588.30	0.00	588.30			
116402	CHK	A	DYLAN MILDBRANDT	5312	1	76.00	0.00	76.00	04/13/2023		44247
			BARTENDER - UPCC	04072023		76.00	0.00	76.00			
116403	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	441.50	0.00	441.50	04/13/2023		44247
			BACKGROUND CHECKS	0000459680		441.50	0.00	441.50			
116404	CHK	A	ENERGY LABORATORIES INC	5458	1	389.00	0.00	389.00	04/13/2023		44247
			COMPOST ANALYSIS	542057		389.00	0.00	389.00			
116405	CHK	A	GALLS, LLC	5221	11	4,017.55	0.00	4,017.55	04/13/2023		44247
			UNIFORMS - WPPD	023798303		127.39	0.00	127.39			
			UNIFORMS - WPPD	023829935		15.04	0.00	15.04			
			UNIFORMS - WPPD	023843446		63.47	0.00	63.47			
			UNIFORMS - WPPD	023882495		225.17	0.00	225.17			
			UNIFORMS - WPPD	023882551		80.92	0.00	80.92			
			UNIFORMS - WPPD	023900867		84.99	0.00	84.99			
			UNIFORMS - WPPD	023911965		2,218.32	0.00	2,218.32			
			UNIFORMS - WPPD	023953209		185.62	0.00	185.62			
			UNIFORMS - WPPD	023974066		642.55	0.00	642.55			
			UNIFORMS - WPPD	023974091		289.60	0.00	289.60			
			UNIFORMS - WPPD	024001689		84.48	0.00	84.48			
116406	CHK	A	GAZETTE, THE	276	2	314.24	0.00	314.24	04/13/2023		44247
			02/23 LEGAL NOTICES	02282023		189.24	0.00	189.24			
			03/23 LEGAL NOTICE	03312023		125.00	0.00	125.00			
116407	CHK	A	GOTO COMMUNICATIONS, INC.	5410	1	2,558.48	0.00	2,558.48	04/13/2023		44247
			04/23 CHARGES	IN7101891265		2,558.48	0.00	2,558.48			
116408	CHK	A	GRAINGER INC.	282	1	91.40	0.00	91.40	04/13/2023		44247
			SUPPLIES - WWTTP	9656592103		91.40	0.00	91.40			
116409	CHK	A	HOME DEPOT CREDIT SERVICES	1758	1	3,507.67	0.00	3,507.67	04/13/2023		44247
			3/2023 CHARGES	3292023		3,507.67	0.00	3,507.67			
116410	CHK	A	IRON MOUNTAIN	1376	1	5,275.02	0.00	5,275.02	04/13/2023		44247
			2023 STORAGE	HKCC605		5,275.02	0.00	5,275.02			
116411	CHK	A	JACK'S TIRE & OIL MANAGEMENT C	5215	2	1,172.82	0.00	1,172.82	04/13/2023		44247
			#46-TIRES	23-0366181-088		647.75	0.00	647.75			
			REPAIR	23-0367462-088		525.07	0.00	525.07			
116412	CHK	A	LEXIS NEXIS ACCURINT	3379	1	35.00	0.00	35.00	04/13/2023		44247
			CONTRACT FEE	1209360-20230331		35.00	0.00	35.00			

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116413	CHK	A	MCCANDLESS TRUCK CENTER LLC	2792	2	5,712.56	0.00	5,712.56	04/13/2023		44247
			VAC CON REPAIR	S103021387:01		5,712.56	0.00	1,998.92			
			VAC CON REPAIR	S103021387:01		5,712.56	0.00	3,713.64			
116414	CHK	A	CYNTHIA WARRINER	1	3	268.82	0.00	268.82	04/13/2023		44247
			UTILITY REFUND	1289.02		268.82	0.00	34.03-			
			UTILITY REFUND	1289.02		268.82	0.00	279.30			
			UTILITY REFUND	1289.02		268.82	0.00	23.55			
116415	CHK	A	MORGAN & MATTHEW GARTON	1	1	31.32	0.00	31.32	04/13/2023		44247
			UTILITY REFUND	145.02		31.32	0.00	31.32			
116416	CHK	A	BRYAN PAFF	1	1	100.00	0.00	100.00	04/13/2023		44247
			UTILITY REFUND	1544.06		100.00	0.00	100.00			
116417	CHK	A	BRADLEY AVRETT	1	3	90.56	0.00	90.56	04/13/2023		44247
			UTILITY REFUND	3820.17		90.56	0.00	64.42			
			UTILITY REFUND	3820.17		90.56	0.00	4.15			
			UTILITY REFUND	3820.17		90.56	0.00	21.99			
116418	CHK	A	BETSEY & MARK TOMASZEWSKI	1	1	37.82	0.00	37.82	04/13/2023		44247
			UTILITY REFUND	4308.04		37.82	0.00	37.82			
116419	CHK	A	DANE COPPOLA	1	1	6.97	0.00	6.97	04/13/2023		44247
			UTILITY DEPOSIT REFUND	459.15		6.97	0.00	6.97			
116420	CHK	A	ANTHONIE P TURNBULL	1	1	64.69	0.00	64.69	04/13/2023		44247
			UTILITY REFUND	5633.02		64.69	0.00	64.69			
116421	CHK	A	GERI DIETHELM	1	1	72.26	0.00	72.26	04/13/2023		44247
			UTILITY8 REFUND	6151.01		72.26	0.00	72.26			
116422	CHK	A	NAPA AUTO PARTS	2048	3	2,407.32	0.00	2,407.32	04/13/2023		44247
			03/2023 CHARGES	3312023		2,407.32	0.00	1,702.60			
			03/2023 CHARGES	3312023		2,407.32	0.00	441.27			
			03/2023 CHARGES	3312023		2,407.32	0.00	263.45			
116423	CHK	A	NORTHERN SAFETY & INDUSTRIAL CO	2417	2	72.36	0.00	72.36	04/13/2023		44247
			SAFETY ITEMS	905353097		72.36	0.00	47.03			
			SAFETY ITEMS	905353097		72.36	0.00	25.33			
116424	CHK	A	O'REILLY AUTOMOTIVE STORES, IN	4531	1	13.86	0.00	13.86	04/13/2023		44247
			03/2023 CHARGES	3282023		13.86	0.00	13.86			
116425	CHK	A	PIONEER ATHLETICS & MTP	2628	1	834.50	0.00	834.50	04/13/2023		44247
			ATHLETIC FIELD PAINT	INV874153		834.50	0.00	834.50			
116426	CHK	A	QUADIEN FINANCE USA, INC	5204	1	620.00	0.00	620.00	04/13/2023		44247
			SUPPLY PURCHASE & POSTAGE	03282023		620.00	0.00	620.00			
116427	CHK	A	REFRIGERATION PLUS LLC	5473	1	1,034.75	0.00	1,034.75	04/13/2023		44247
			COOLER REPAIR - UPCC	5220		1,034.75	0.00	1,034.75			
116428	CHK	A	SHERWIN-WILLIAMS	1890	1	175.31	0.00	175.31	04/13/2023		44247
			PAINT SUPPLIES - F&G	4999-8		175.31	0.00	175.31			

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116429	CHK	A	SKY ELEMENTS LLC	5394	1	6,237.50	0.00	6,237.50	04/13/2023		44247
			JULY 5TH EVENT DEPOSIT	1391		6,237.50	0.00	6,237.50			
116430	CHK	A	THE CORLEY COMPANY	5475	1	3,087.00	0.00	3,087.00	04/13/2023		44247
			LEASE & PURCHASE OF TWIN LAKES	04112023		3,087.00	0.00	3,087.00			
116431	CHK	A	THE FURNACE GUY, INC	5449	1	440.00	0.00	440.00	04/13/2023		44247
			DIAGNOSTIC & REPAIR - WWTP	314050		440.00	0.00	440.00			
116432	CHK	A	TIAA COMMERCIAL FINANCE, INC	5175	1	594.00	0.00	594.00	04/13/2023		44247
			04/23 CHARGES	9472807		594.00	0.00	594.00			
116433	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	188.34	0.00	188.34	04/13/2023		44247
			UTILITY LOCATES	223031472		188.34	0.00	65.92			
			UTILITY LOCATES	223031472		188.34	0.00	122.42			
116434	CHK	A	USA BLUEBOOK	5471	2	513.76	0.00	513.76	04/13/2023		44247
			SUPPLIES - WTP	297150		141.70	0.00	141.70			
			PAINT - F/S	298257		372.06	0.00	372.06			
116435	CHK	A	VELOCITY CONSTRUCTORS, INC.	4203	2	38,187.15	0.00	38,187.15	04/13/2023		44247
			D.O.V.E 3R Booster Station	1		27,100.65	0.00	27,100.65			
			D.O.V.E 3R Booster Station	2		11,086.50	0.00	11,086.50			
116436	CHK	A	VERO BROADBAND, LLC	5423	5	12,077.78	0.00	12,077.78	04/13/2023		44247
			04/2023 CHARGES	04-01-2023		9,711.97	0.00	710.58			
			04/2023 CHARGES	04-01-2023		9,711.97	0.00	491.55			
			04/2023 CHARGES	04-01-2023		9,711.97	0.00	491.55			
			04/2023 CHARGES	04-01-2023		9,711.97	0.00	8,018.29			
			04/2023 CHARGES	04-01-2023A		2,365.81	0.00	2,365.81			
116437	CHK	A	WAXIE SANITARY SUPPLY	4189	2	330.34	0.00	330.34	04/13/2023		44247
			DISPENSER	81600144		220.96	0.00	220.96			
			DOG WASTE BAGS	81608307		109.38	0.00	109.38			
116438	CHK	A	WILSON & COMPANY, INC.	5212	1	30,989.00	0.00	30,989.00	04/13/2023		44247
			02/23-03/23 PROF SERVICES	114838		30,989.00	0.00	30,989.00			
116439	CHK	A	WIRELESS WATCHDOGS, LLC	5102	1	80.00	0.00	80.00	04/13/2023		44247
			03/23 MAINTENANCE	IN0103361		80.00	0.00	80.00			
116440	CHK	A	ALPINE BUICK GMC SOUTH INC	5474	1	1,671.91	0.00	1,671.91	04/20/2023		44261
			REPAIR #45	6121339/2		1,671.91	0.00	1,671.91			
116441	CHK	A	BLAZER ELECTRIC SUPPLY MANAGEM	4830	1	223.81	0.00	223.81	04/20/2023		44261
			ELECTRICAL INGROUND BOX COVER	S002349640.001		223.81	0.00	223.81			
116442	CHK	A	BSN SPORT SUPPLY GROUP INC.	3468	1	145.00	0.00	145.00	04/20/2023		44261
			TENNIS COURT ROLL DRYER	921105877		145.00	0.00	145.00			
116443	CHK	A	CHAD MILDBRANDT	5159	1	190.10	0.00	190.10	04/20/2023		44261
			BARTENDING - UPCC	04172023		190.10	0.00	190.10			
116444	CHK	A	CINTAS CORPORATION NO 2	4977	1	109.87	0.00	109.87	04/20/2023		44261
			UNIFORMS - FLEET	4151794236		109.87	0.00	109.87			

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116445	CHK	A	CINTAS FIRE PROTECTION	3604	3	1,060.05	0.00	1,060.05	04/20/2023		44261
			INSPECTION & ALARM MONITORING	OF47053419		458.00	0.00	458.00			
			INSPECTION & ALARM MONITORING	OF47053428		458.00	0.00	458.00			
			INSPECTION - PD	OF47570256		144.05	0.00	144.05			
116446	CHK	A	COLO SPRINGS UTILITIES	1172	1	29,534.47	0.00	29,534.47	04/20/2023		44261
			1ST Q CONVEYANCE FEES	04062023		29,534.47	0.00	29,534.47			
116447	CHK	A	COLORADO CANYON SIGNS	115	1	54.60	0.00	54.60	04/20/2023		44261
			DOT NUMBERS - FLEET	23353		54.60	0.00	54.60			
116448	CHK	A	CREATIVE CONCEPTS OF AMERICA	2676	3	5,979.00	0.00	5,979.00	04/20/2023		44261
			LOGO APPAREL ORDER	2988		5,979.00	0.00	162.90			
			LOGO APPAREL ORDER	2988		5,979.00	0.00	5,669.90			
			LOGO APPAREL ORDER	2988		5,979.00	0.00	146.20			
116449	CHK	A	DANIELS LONG CHEVROLET	203	1	61,825.00	0.00	61,825.00	04/20/2023		44261
			'23 Chevy Silverado	92072		61,825.00	0.00	61,825.00			
116450	CHK	A	DAWSON INFRASTRUCTURE SOLUTION	5432	1	1,372.20	0.00	1,372.20	04/20/2023		44261
			MUFFLER & PARTS	#INV212179		1,372.20	0.00	1,372.20			
116451	CHK	A	DEEP ROCK	5263	1	222.82	0.00	222.82	04/20/2023		44261
			WATER MEMBERSHIP	21072370041523		222.82	0.00	222.82			
116452	CHK	A	DYLAN MILDBRANDT	5312	1	106.60	0.00	106.60	04/20/2023		44261
			BARTENDER - UPCC	04172023		106.60	0.00	106.60			
116453	CHK	A	HIGH COUNTRY PEST CONTROL	3822	1	112.00	0.00	112.00	04/20/2023		44261
			03/23 PEST CONTROL	143715		112.00	0.00	112.00			
116454	CHK	A	IMAGE BEARERS CLEANING LLC	5082	1	5,432.00	0.00	5,432.00	04/20/2023		44261
			04/22 CLEANING	3371		5,432.00	0.00	5,432.00			
116455	CHK	A	LAW FIRM OF SUZANNE M. ROGERS,	5054	2	5,581.95	0.00	5,581.95	04/20/2023		44261
			02/23 LEGAL SERVICES	04122023		2,616.85	0.00	2,616.85			
			03/23 LEGAL SERVICES	04122023A		2,965.10	0.00	2,965.10			
116456	CHK	A	LAWSON PRODUCTS, INC.	2935	1	160.19	0.00	160.19	04/20/2023		44261
			CLEANING SUPPLIES - F&G	9310475347		160.19	0.00	160.19			
116457	CHK	A	UNIVERSOUL HEALING	1	1	300.00	0.00	300.00	04/20/2023		44261
			MASSAGES FOR WELLNESS FAIR	04132023		300.00	0.00	300.00			
116458	CHK	A	ABEL MARTINEZ	1	1	150.00	0.00	150.00	04/20/2023		44261
			WW COLLECTION CLASS REIMB.	04172023		150.00	0.00	150.00			
116459	CHK	A	ALYSON BOYE	1	1	73.53	0.00	73.53	04/20/2023		44261
			UTILITY REFUND	4781.05		73.53	0.00	73.53			
116460	CHK	A	SUSIE & DAN BRADLEY	1	1	45.00	0.00	45.00	04/20/2023		44261
			UTILITY REFUND	5843.03		45.00	0.00	45.00			
116461	CHK	A	NEOGOV	5136	1	1,982.00	0.00	1,982.00	04/20/2023		44261
			SUBSCRIPTION FEE	INV-31588		1,982.00	0.00	1,982.00			

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116462	CHK	A	PIKES PEAK TELEVISION, INC 03/23 WEATHER CAMERA	4663 636981-3	1	1,000.00 1,000.00	0.00 0.00	1,000.00 1,000.00	04/20/2023		44261
116463	CHK	A	SHERWIN-WILLIAMS PAINT - F&G PAINT BRUSH - F&G PAINT - F&G PAINT - F&G	1890 5266-1A 5267-9 7927-0 8007-0	4	114.17 10.34 1.35 51.24 51.24	0.00 0.00 0.00 0.00 0.00	114.17 10.34 1.35 51.24 51.24	04/20/2023		44261
116464	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE	581 S0109784	1	156.19 156.19	0.00 0.00	156.19 156.19	04/20/2023		44261
116465	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI LIQUOR PURCHASE	2805 3085751	1	183.94 183.94	0.00 0.00	183.94 183.94	04/20/2023		44261
116466	CHK	A	STOVER, DAN CERTIFICATION RENEWAL 2023	2603 04172023	1	170.00 170.00	0.00 0.00	170.00 170.00	04/20/2023		44261
116467	CHK	A	STROM KYLE UNIFORM REIMB.	4871 04182023	1	150.00 150.00	0.00 0.00	150.00 150.00	04/20/2023		44261
116468	CHK	A	TDS BROADBAND LLC 04/23-05/23 04/23-05/23 CHARGES	5335 04062023 04062023A	2	728.73 89.95 638.78	0.00 0.00 0.00	728.73 89.95 638.78	04/20/2023		44261
116469	CHK	A	TELLER COUNTY WASTE 05/2023 TRASH ACCT. 05/2023 TRASH ACCT. 05/2023 TRASH ACCT. 05/2023 TRASH ACCT. 05/23 CONTRACT	4158 04042023 04042023 04042023 04042023 46041	5	1,183.45 708.75 708.75 708.75 708.75 474.70	0.00 0.00 0.00 0.00 0.00 0.00	1,183.45 148.00 39.00 88.75 433.00 474.70	04/20/2023		44261
116470	CHK	A	ULINE SUPPLIES - F&G	4606 161619686	1	773.23 773.23	0.00 0.00	773.23 773.23	04/20/2023		44261
116471	CHK	A	WASTE MANAGEMENT WOODLAND PARK DEER DISPOSAL	3004 0006280-2517-3	1	25.99 25.99	0.00 0.00	25.99 25.99	04/20/2023		44261
116472	CHK	A	WAXIE SANITARY SUPPLY CUSTODIAL SUPPLIES - WAC	4189 81623793	1	378.39 378.39	0.00 0.00	378.39 378.39	04/20/2023		44261
116473	CHK	A	WEX HEALTH INC 03/23 FSA	5283 0001702275-IN	1	83.00 83.00	0.00 0.00	83.00 83.00	04/20/2023		44261
116474	CHK	A	WOODLAND PARK CHAMBER COMMERCE ADVERTISING 2023	688 61546	1	575.00 575.00	0.00 0.00	575.00 575.00	04/20/2023		44261
116475	CHK	A	XEROX BUSINESS SOLUTIONS SOUTH 04/23-05/23 BILLING	5336 IN4387313	1	1,524.03 1,524.03	0.00 0.00	1,524.03 1,524.03	04/20/2023		44261
116479	CHK	A	4 RIVERS EQUIPMENT #96 REPAIR	130 1462156	1	124.00 124.00	0.00 0.00	124.00 124.00	04/27/2023		44277
116480	CHK	A	APPLIED CONCEPTS INC EQUIP. & REPAIR RADAR	5279 417829	1	1,207.50 1,207.50	0.00 0.00	1,207.50 1,207.50	04/27/2023		44277

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116481	CHK	A	BEVERAGE DISTRIBUTORS	1132	1	312.10	0.00	312.10	04/27/2023		44277
			LIQUOR DELIVERY	348804165		312.10	0.00	312.10			
116482	CHK	A	BIRCHAM'S	75	1	15.00	0.00	15.00	04/27/2023		44277
			FREIGHT CHARGES FOR TONERS	356772		15.00	0.00	15.00			
116483	CHK	A	BLAZER ELECTRIC SUPPLY MANAGEM	4830	1	7,800.00	0.00	7,800.00	04/27/2023		44277
			ELECTRICAL EQUIPMENT	S002417171.001		7,800.00	0.00	7,800.00			
116484	CHK	A	BRIAN E. BUNDY	5208	1	588.00	0.00	588.00	04/27/2023		44277
			ACCT. SUPPORT SERVICES	04212023		588.00	0.00	588.00			
116485	CHK	A	CHAD MILDBRANDT	5159	1	205.00	0.00	205.00	04/27/2023		44277
			BARTENDING - UPCC	04242023		205.00	0.00	205.00			
116486	CHK	A	CINTAS CORPORATION NO 2	4977	1	109.87	0.00	109.87	04/27/2023		44277
			UNIFORMS - F/S	4152500718		109.87	0.00	109.87			
116487	CHK	A	CREATIVE CONCEPTS OF AMERICA	2676	1	276.00	0.00	276.00	04/27/2023		44277
			T SHIRTS - CITIZENS ACADEMY	2993		276.00	0.00	276.00			
116488	CHK	A	ECONO SIGNS AND BARRICADE	4831	1	4,550.88	0.00	4,550.88	04/27/2023		44277
			SIGNAGE - ST	10-981049		4,550.88	0.00	4,550.88			
116489	CHK	A	EMPIRE FLUID POWER, INC.	2465	3	1,734.04	0.00	1,734.04	04/27/2023		44277
			REPAIR AND LABOR	86720		1,734.04	0.00	488.97			
			REPAIR AND LABOR	86720		1,734.04	0.00	336.98			
			REPAIR AND LABOR	86720		1,734.04	0.00	908.09			
116490	CHK	A	FOXWORTH - GALBRAITH LUMBER CO	96	2	2,173.08	0.00	2,173.08	04/27/2023		44277
			03/2023 CHARGES	4012023		2,173.08	0.00	2,124.15			
			03/2023 CHARGES	4012023		2,173.08	0.00	48.93			
116491	CHK	A	GALLS, LLC	5221	11	1,590.28	0.00	1,590.28	04/27/2023		44277
			UNIFORMS - WPPD	024049285		57.92	0.00	57.92			
			UNIFORMS - WPPD	024097798		127.39	0.00	127.39			
			UNIFORMS - WPPD	024097799		127.39	0.00	127.39			
			UNIFORMS - WPPD	024097800		127.39	0.00	127.39			
			UNIFORMS - WPPD	024097801		127.39	0.00	127.39			
			UNIFORMS - WPPD	024097802		127.39	0.00	127.39			
			UNIFORMS - WPPD	024097803		127.39	0.00	127.39			
			UNIFORMS - WPPD	024097804		127.39	0.00	127.39			
			UNIFORMS - WPPD	024097805		127.39	0.00	127.39			
			UNIFORMS - WPPD	024114389		173.76	0.00	173.76			
			UNIFORMS - WPPD	024128463		339.48	0.00	339.48			
116492	CHK	A	JOHNSON CONTROLS SECURITY SOLU	5259	1	616.00	0.00	616.00	04/27/2023		44277
			Installation Charge	38613934		616.00	0.00	616.00			
116493	CHK	A	KROGER-KING SOOPERS CUST CHGS	145	2	500.52	0.00	500.52	04/27/2023		44277
			03/23-04/23 CHARGES	4252023		500.52	0.00	110.74			
			03/23-04/23 CHARGES	4252023		500.52	0.00	389.78			
116494	CHK	A	LAFEVER, DALTON	4494	1	240.00	0.00	240.00	04/27/2023		44277
			OFFICIAL - P&R	04242023		240.00	0.00	240.00			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
116495	CHK	A	LAWSON PRODUCTS, INC. BOLTS	2935 9310500426	1	57.00 57.00	0.00 0.00	57.00 57.00	04/27/2023		44277
116496	CHK	A	MEBULBS LIGHTS FOR PD LOBBY	3794 41570890-01	1	668.09 668.09	0.00 0.00	668.09 668.09	04/27/2023		44277
116497	CHK	A	KIMBERLY BURLESON TRAVEL REIMBURSEMENT	1 04252023	1	618.49 618.49	0.00 0.00	618.49 618.49	04/27/2023		44277
116498	CHK	A	UHG UTILITY REFUND	1 1240.05A	1	94.23 94.23	0.00 0.00	94.23 94.23	04/27/2023		44277
116499	CHK	A	UHG UTILITY REFUND	1 1243.05B	1	99.74 99.74	0.00 0.00	99.74 99.74	04/27/2023		44277
116500	CHK	A	KAREN & JON ARMON UTILITY REFUND	1 4320.02	1	12.70 12.70	0.00 0.00	12.70 12.70	04/27/2023		44277
116501	CHK	A	MERUS PARTNERS UTILITY REFUND	1 5646.05	1	12.82 12.82	0.00 0.00	12.82 12.82	04/27/2023		44277
116502	CHK	A	DEAN WATERS USE TAX REFUND	1 M61718	1	484.27 484.27	0.00 0.00	484.27 484.27	04/27/2023		44277
116503	CHK	A	MUSCO LIGHTING ELECTRIC COVER FOR POLE	3631 406548	1	33.38 33.38	0.00 0.00	33.38 33.38	04/27/2023		44277
116504	CHK	A	PAUL D. SCHULTZ ETHICS TRAINING	5331 04232023	1	1,141.48 1,141.48	0.00 0.00	1,141.48 1,141.48	04/27/2023		44277
116505	CHK	A	PHIL LONG FORD PARTS PARTS	504 913375 942643	2	199.47 112.73 86.74	0.00 0.00 0.00	199.47 112.73 86.74	04/27/2023		44277
116506	CHK	A	PROFORCE LAW ENFORCEMENT Rplmt Firearms for PD	3727 515042	1	10,725.00 10,725.00	0.00 0.00	10,725.00 10,725.00	04/27/2023		44277
116507	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSE	581 S0111097	1	69.21 69.21	0.00 0.00	69.21 69.21	04/27/2023		44277
116508	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI LIQUOR ORDER	2805 3091462	1	392.63 392.63	0.00 0.00	392.63 392.63	04/27/2023		44277
116509	CHK	A	RED BARON CAR WASH 03/23 CHARGES 03/23 CHARGES 03/23 CHARGES	4191 2220 2220 2220	3	403.15 403.15 403.15 403.15	0.00 0.00 0.00 0.00	403.15 30.00 362.15 11.00	04/27/2023		44277
116510	CHK	A	WESTERN STEEL INC. PIPE - ST	678 280232	1	188.33 188.33	0.00 0.00	188.33 188.33	04/27/2023		44277
116511	CHK	A	WILSON & COMPANY, INC. 12/31/22-01/27/23 PROF. SVCS.	5212 113518	1	98,988.50 98,988.50	0.00 0.00	98,988.50 98,988.50	04/27/2023		44277
116512	CHK	A	WOODLAND HARDWARE & RENTAL 03/2023 CHARGES	2739 3312023	3	1,637.99 1,637.99	0.00 0.00	1,637.99 276.95	04/27/2023		44277

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
			03/2023 CHARGES		3312023	1,637.99	0.00	48.29			
			03/2023 CHARGES		3312023	1,637.99	0.00	1,312.75			
REGISTER TOTALS			Checks: 161	Voids: 0	243	647,092.46	0.00	647,092.46			

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
19063	IT Intern	1	495.00	51.87	443.13	4/7/2023
19064	Support Servcs Coord	1	1,039.40	158.73	880.67	4/7/2023
19065	Lifeguard	1	390.49	39.87	350.62	4/7/2023
19066	Lifeguard	1	512.30	54.19	458.11	4/7/2023
19067	Lifeguard	1	283.02	26.65	256.37	4/7/2023
19068	Lifeguard	1	390.49	39.87	350.62	4/7/2023
19069	Sports Site Supervisor	1	134.28	10.28	124.00	4/7/2023
19070	Lifeguard	1	297.35	27.75	269.60	4/7/2023
19071	Maint. Worker I - PBG	1	1,574.14	444.09	1,130.05	4/7/2023
19072	Police Officer I	1	-	(245.32)	245.32	4/13/2023
19073	Lifeguard	1	139.72	10.68	129.04	4/21/2023
19074	Lifeguard	1	268.69	24.56	244.13	4/21/2023
19075	Lifeguard	1	64.49	4.94	59.55	4/21/2023
19076	Lifeguard	1	451.40	46.52	404.88	4/21/2023
19077	Lifeguard	1	50.16	3.84	46.32	4/21/2023
19078	Maint. Worker I - PBG	1	1,728.80	487.27	1,241.53	4/21/2023
51896	Fleet Mechanic I	1	1,995.43	579.24	1,416.19	4/7/2023
51897	Lifeguard	1	576.71	99.60	477.11	4/7/2023
51898	Police Officer II	1	2,129.40	562.01	1,567.39	4/7/2023
51899	Police Officer II	1	2,268.00	567.08	1,700.92	4/7/2023
51900	Sergeant	1	3,451.62	744.04	2,707.58	4/7/2023
51901	Police Officer I	1	-	-	-	4/7/2023
51902	Dispatcher I	1	1,954.30	508.21	1,446.09	4/7/2023
51903	MWI	1	1,337.60	374.19	963.41	4/7/2023
51904	WTO	1	1,513.60	352.92	1,160.68	4/7/2023
51905	Utility Billing Techni	1	2,030.40	681.84	1,348.56	4/7/2023
51906	Planner	1	2,758.40	882.99	1,875.41	4/7/2023
51907	Grant Analyst	1	2,491.87	408.47	2,083.40	4/7/2023
51908	Maintenance Worker II Field S	1	2,235.26	545.14	1,690.12	4/7/2023
51909	Water Fitness Instruct	1	558.60	51.73	506.87	4/7/2023
51910	Crew Chief-Field Service	1	3,108.27	1,787.87	1,320.40	4/7/2023
51911	Dispatcher	1	1,987.53	389.13	1,598.40	4/7/2023
51912	MUNICIPAL COURT CLERK	1	1,220.33	253.11	967.22	4/7/2023
51913	Maintenance Worker I P	1	1,390.77	332.95	1,057.82	4/7/2023
51914	Police Officer II	1	2,754.64	512.33	2,242.31	4/7/2023
51915	Sergeant	1	3,076.26	1,289.30	1,786.96	4/7/2023
51916	Lifeguard	1	2,276.94	763.15	1,513.79	4/7/2023
51917	Chief of Police	1	4,662.00	1,245.21	3,416.79	4/7/2023
51918	Police Officer I	1	2,750.20	562.96	2,187.24	4/7/2023
51919	Lifeguard	1	709.80	96.02	613.78	4/7/2023
51920	Code Compliance	1	1,995.14	579.40	1,415.74	4/7/2023
51921	Police Officer I	1	2,368.03	566.21	1,801.82	4/7/2023
51922	Accounting Manager	1	3,209.79	1,083.21	2,126.58	4/7/2023
51923	MWI	1	1,477.40	226.42	1,250.98	4/7/2023
51924	Sales Tax Accountant	1	2,002.20	321.15	1,681.05	4/7/2023
51925	Lifeguard	1	129.94	9.94	120.00	4/7/2023
51926	PT Snow Plowing	1	1,029.60	108.76	920.84	4/7/2023
51927	Police Officer I	1	3,005.40	831.25	2,174.15	4/7/2023
51928	Sports Coordinator	1	1,954.63	471.70	1,482.93	4/7/2023
51929	Lifeguard	1	279.83	26.41	253.42	4/7/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
51930	Senior Planner	1	3,076.92	901.69	2,175.23	4/7/2023
51931	MW I	1	1,478.26	556.42	921.84	4/7/2023
51932	Lifeguard	1	100.31	7.67	92.64	4/7/2023
51933	Dispatcher I	1	1,797.12	567.73	1,229.39	4/7/2023
51934	Communications Specialist	1	1,840.00	574.98	1,265.02	4/7/2023
51935	MW II	1	1,816.80	623.57	1,193.23	4/7/2023
51936	PD Admin Assist/Teen C	1	2,372.49	656.86	1,715.63	4/7/2023
51937	Finance Admin. Asst./C	1	1,904.00	632.28	1,271.72	4/7/2023
51938	Police Officer	1	2,189.54	573.03	1,616.51	4/7/2023
51939	Dispatcher II	1	2,119.15	495.58	1,623.57	4/7/2023
51940	HR Generalist	1	3,283.46	1,201.02	2,082.44	4/7/2023
51941	Assistant to the City Manager	1	3,005.41	914.79	2,090.62	4/7/2023
51942	Police Officer II	1	3,017.77	567.87	2,449.90	4/7/2023
51943	Pool Attendant	1	107.48	8.23	99.25	4/7/2023
51944	MWI	1	1,702.20	360.27	1,341.93	4/7/2023
51945	Parks and Rec Director	1	4,144.66	1,494.20	2,650.46	4/7/2023
51946	WWTO	1	1,513.60	522.70	990.90	4/7/2023
51947	Lifeguard	1	598.28	71.33	526.95	4/7/2023
51948	Lifeguard	1	1,255.32	261.99	993.33	4/7/2023
51949	Event Center Coordinat	1	1,923.08	463.11	1,459.97	4/7/2023
51950	Lifeguard	1	81.90	6.27	75.63	4/7/2023
51951	Construction Inspector	1	2,415.50	997.73	1,417.77	4/7/2023
51952	Maintenance Worker II - Stree	1	1,660.00	311.93	1,348.07	4/7/2023
51953	City Manager	1	5,993.97	1,952.14	4,041.83	4/7/2023
51954	City Clerk/Deputy City	1	4,558.93	2,477.74	2,081.19	4/7/2023
51955	Lifeguard	1	255.94	23.57	232.37	4/7/2023
51956	Lifeguard	1	345.80	34.45	311.35	4/7/2023
51957	Dispatcher II	1	2,354.13	636.09	1,718.04	4/7/2023
51958	WWTO	1	1,757.18	589.03	1,168.15	4/7/2023
51959	Police Officer III	1	3,158.01	697.78	2,460.23	4/7/2023
51960	WWTO B	1	2,582.48	557.79	2,024.69	4/7/2023
51961	Presiding Municipal Co	1	735.98	73.44	662.54	4/7/2023
51962	P&R Sports Site Supv	1	269.92	20.66	249.26	4/7/2023
51963	UPCC-ASSISTANT	1	598.32	107.69	490.63	4/7/2023
51964	Lifeguard	1	349.40	26.74	322.66	4/7/2023
51965	Deputy City Clerk	1	2,239.32	544.47	1,694.85	4/7/2023
51966	Victim Advocate	1	382.40	31.26	351.14	4/7/2023
51967	Assistant Aquatics Manager	1	1,828.18	468.28	1,359.90	4/7/2023
51968	Victims Advocate Coord	1	3,174.52	1,312.81	1,861.71	4/7/2023
51969	Water Treatment Operat	1	2,020.00	619.34	1,400.66	4/7/2023
51970	Superintendent	1	3,342.39	1,201.06	2,141.33	4/7/2023
51971	Police Officer I	1	5,645.34	1,718.23	3,927.11	4/7/2023
51972	Lifeguard	1	138.56	10.60	127.96	4/7/2023
51973	Program Coordinator	1	1,904.99	704.29	1,200.70	4/7/2023
51974	Lifeguard	1	114.64	8.77	105.87	4/7/2023
51975	Lieutenant	1	3,330.12	1,520.97	1,809.15	4/7/2023
51976	Dispatcher	1	1,676.00	610.37	1,065.63	4/7/2023
51977	Planning Director	1	4,397.95	2,020.42	2,377.53	4/7/2023
51978	Public Works Director	1	5,433.57	1,573.87	3,859.70	4/7/2023
51979	Lifeguard	1	111.06	8.49	102.57	4/7/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
51980	Help Desk Tech	1	1,890.30	376.17	1,514.13	4/7/2023
51981	PT Meter Reader	1	72.00	5.51	66.49	4/7/2023
51982	Utilities Supervisor	1	2,866.56	1,245.12	1,621.44	4/7/2023
51983	Permit Technician	1	1,047.63	283.98	763.65	4/7/2023
51984	MW II	1	2,811.00	1,026.25	1,784.75	4/7/2023
51985	Lifeguard	1	102.38	7.84	94.54	4/7/2023
51986	Fitness Instructor	1	44.34	3.39	40.95	4/7/2023
51987	Lead Lifeguard	1	875.16	150.43	724.73	4/7/2023
51988	Lifeguard	1	361.92	35.69	326.23	4/7/2023
51989	WWTP Chief Operator	1	3,529.88	1,402.62	2,127.26	4/7/2023
51990	Lifeguard	1	245.49	21.78	223.71	4/7/2023
51991	Fleet Crew Chief	1	2,615.20	803.03	1,812.17	4/7/2023
51992	Lifeguard	1	437.07	45.44	391.63	4/7/2023
51993	Lifeguard	1	1,139.47	194.51	944.96	4/7/2023
51994	Dispatch Supervisor	1	2,621.00	1,232.33	1,388.67	4/7/2023
51995	Sergeant	1	2,911.12	964.04	1,947.08	4/7/2023
51996	Lifeguard	1	411.99	42.52	369.47	4/7/2023
51997	Police Officer I	1	2,333.20	324.07	2,009.13	4/7/2023
51998	Crew Chief - PBG	1	2,796.00	784.32	2,011.68	4/7/2023
51999	Finance Director	1	5,455.50	1,689.07	3,766.43	4/7/2023
52000	Police Officer II	1	2,763.90	692.72	2,071.18	4/7/2023
52001	Sergeant	1	5,612.56	1,642.77	3,969.79	4/7/2023
52002	PT Meter Reader	1	260.80	53.96	206.84	4/7/2023
52003	Aquatic Manager	1	2,976.79	930.14	2,046.65	4/7/2023
52004	WTP CHIEF OPERATOR	1	4,207.46	2,272.61	1,934.85	4/7/2023
52005	Utilities Director	1	5,315.21	2,469.97	2,845.24	4/7/2023
52006	Lifeguard	1	171.96	13.15	158.81	4/7/2023
52007	Lifeguard	1	422.74	43.34	379.40	4/7/2023
52008	Front Desk Representative	1	869.01	119.46	749.55	4/7/2023
52009	WTO	1	1,932.18	379.56	1,552.62	4/7/2023
52010	Fleet Mechanic I	1	1,995.43	579.26	1,416.17	4/21/2023
52011	Lifeguard	1	784.88	148.53	636.35	4/21/2023
52012	Police Officer II	1	3,587.03	821.81	2,765.22	4/21/2023
52013	Police Officer II	1	2,268.00	567.09	1,700.91	4/21/2023
52014	Sergeant	1	3,231.90	704.49	2,527.41	4/21/2023
52015	Police Officer I	1	279.27	30.39	248.88	4/21/2023
52016	IT Intern	1	495.00	51.87	443.13	4/21/2023
52017	Dispatcher I	1	1,883.65	491.31	1,392.34	4/21/2023
52018	MWI	1	1,337.60	374.19	963.41	4/21/2023
52019	WTO	1	1,513.60	352.92	1,160.68	4/21/2023
52020	Utility Billing Techni	1	2,030.40	681.84	1,348.56	4/21/2023
52021	Planner	1	2,758.40	882.99	1,875.41	4/21/2023
52022	Grant Analyst	1	2,316.87	388.10	1,928.77	4/21/2023
52023	Maintenance Worker II Field S	1	2,589.23	653.83	1,935.40	4/21/2023
52024	Water Fitness Instruct	1	488.04	43.34	444.70	4/21/2023
52025	Crew Chief-Field Service	1	3,108.27	1,787.85	1,320.42	4/21/2023
52026	Support Servcs Coord	1	1,728.80	283.70	1,445.10	4/21/2023
52027	Dispatcher	1	1,686.05	321.92	1,364.13	4/21/2023
52028	MUNICIPAL COURT CLERK	1	1,158.93	238.04	920.89	4/21/2023
52029	Maintenance Worker I P	1	1,390.77	332.95	1,057.82	4/21/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
52030	Police Officer II	1	2,579.64	480.79	2,098.85	4/21/2023
52031	Sergeant	1	3,405.84	1,413.01	1,992.83	4/21/2023
52032	Lifeguard	1	2,214.66	747.92	1,466.74	4/21/2023
52033	Chief of Police	1	4,662.00	1,245.21	3,416.79	4/21/2023
52034	Police Officer I	1	2,575.20	528.26	2,046.94	4/21/2023
52035	Lifeguard	1	709.80	96.00	613.80	4/21/2023
52036	PT Snow Plowing	1	1,900.08	296.82	1,603.26	4/21/2023
52037	Code Compliance	1	3,264.59	1,049.13	2,215.46	4/21/2023
52038	Police Officer I	1	2,014.32	500.28	1,514.04	4/21/2023
52039	Accounting Manager	1	3,209.79	1,083.22	2,126.57	4/21/2023
52040	MWI	1	1,328.00	207.99	1,120.01	4/21/2023
52041	Sales Tax Accountant	1	1,827.20	292.15	1,535.05	4/21/2023
52042	Lifeguard	1	407.33	41.16	366.17	4/21/2023
52043	PT Snow Plowing	1	1,317.18	168.95	1,148.23	4/21/2023
52044	Police Officer I	1	2,700.07	742.63	1,957.44	4/21/2023
52045	Sports Coordinator	1	1,954.63	471.71	1,482.92	4/21/2023
52046	Lifeguard	1	474.34	49.29	425.05	4/21/2023
52047	Senior Planner	1	3,076.92	901.70	2,175.22	4/21/2023
52048	MW I	1	1,478.26	556.42	921.84	4/21/2023
52049	Lifeguard	1	154.05	11.79	142.26	4/21/2023
52050	Dispatcher I	1	2,134.02	774.80	1,359.22	4/21/2023
52051	Communications Specialist	1	1,840.00	574.97	1,265.03	4/21/2023
52052	MW II	1	1,816.80	623.57	1,193.23	4/21/2023
52053	PD Admin Assist/Teen C	1	2,197.49	601.96	1,595.53	4/21/2023
52054	Finance Admin. Asst./C	1	1,904.00	632.27	1,271.73	4/21/2023
52055	Police Officer	1	2,463.28	609.91	1,853.37	4/21/2023
52056	Dispatcher II	1	1,971.31	460.53	1,510.78	4/21/2023
52057	HR Generalist	1	3,283.46	1,201.01	2,082.45	4/21/2023
52058	Assistant to the City Manager	1	3,005.41	914.78	2,090.63	4/21/2023
52059	Police Officer II	1	3,025.50	557.38	2,468.12	4/21/2023
52060	Pool Attendant	1	229.28	19.54	209.74	4/21/2023
52061	MWI	1	1,328.00	277.20	1,050.80	4/21/2023
52062	Parks and Rec Director	1	4,144.66	1,494.22	2,650.44	4/21/2023
52063	WWTO	1	1,574.14	539.12	1,035.02	4/21/2023
52064	Lifeguard	1	415.57	42.79	372.78	4/21/2023
52065	Lifeguard	1	1,176.12	242.41	933.71	4/21/2023
52066	Event Center Coordinat	1	1,923.08	463.12	1,459.96	4/21/2023
52067	Lifeguard	1	44.36	3.39	40.97	4/21/2023
52068	Construction Inspector	1	2,551.36	1,030.43	1,520.93	4/21/2023
52069	Maintenance Worker II - Stree	1	1,955.69	383.02	1,572.67	4/21/2023
52070	City Manager	1	5,993.97	1,952.14	4,041.83	4/21/2023
52071	City Clerk/Deputy City	1	4,558.93	2,477.75	2,081.18	4/21/2023
52072	Lifeguard	1	347.50	34.58	312.92	4/21/2023
52073	Dispatcher II	1	1,982.43	533.00	1,449.43	4/21/2023
52074	WWTO	1	1,757.18	589.03	1,168.15	4/21/2023
52075	Police Officer III	1	3,623.61	780.40	2,843.21	4/21/2023
52076	WWTO B	1	2,320.45	495.30	1,825.15	4/21/2023
52077	Presiding Municipal Co	1	735.98	73.44	662.54	4/21/2023
52078	P&R Sports Site Supv	1	253.05	19.34	233.71	4/21/2023
52079	UPCC-ASSISTANT	1	598.32	107.68	490.64	4/21/2023

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
52080	Lifeguard	1	349.40	26.73	322.67	4/21/2023
52081	Deputy City Clerk	1	2,064.32	503.09	1,561.23	4/21/2023
52082	Sports Site Supervisor	1	223.80	17.11	206.69	4/21/2023
52083	Victim Advocate	1	1,696.90	251.95	1,444.95	4/21/2023
52084	Assistant Aquatics Manager	1	1,653.18	425.90	1,227.28	4/21/2023
52085	Victims Advocate Coord	1	3,099.33	1,161.17	1,938.16	4/21/2023
52086	Water Treatment Operat	1	2,020.00	619.34	1,400.66	4/21/2023
52087	Superintendent	1	3,342.39	1,201.07	2,141.32	4/21/2023
52088	Lifeguard	1	253.88	23.42	230.46	4/21/2023
52089	Program Coordinator	1	1,713.92	658.74	1,055.18	4/21/2023
52090	Lieutenant	1	3,330.12	1,520.98	1,809.14	4/21/2023
52091	Dispatcher	1	1,676.00	610.38	1,065.62	4/21/2023
52092	Planning Director	1	4,397.95	2,020.42	2,377.53	4/21/2023
52093	Public Works Director	1	5,312.77	1,528.35	3,784.42	4/21/2023
52094	Help Desk Tech	1	1,961.19	391.67	1,569.52	4/21/2023
52095	PT Meter Reader	1	270.00	24.65	245.35	4/21/2023
52096	Utilities Supervisor	1	2,866.56	1,245.13	1,621.43	4/21/2023
52097	Permit Technician	1	1,059.95	286.16	773.79	4/21/2023
52098	MW II	1	2,811.00	1,026.25	1,784.75	4/21/2023
52099	Lifeguard	1	156.98	12.00	144.98	4/21/2023
52100	Fitness Instructor	1	44.34	3.39	40.95	4/21/2023
52101	Lead Lifeguard	1	922.68	161.76	760.92	4/21/2023
52102	Lifeguard	1	165.88	12.70	153.18	4/21/2023
52103	WWTP Chief Operator	1	4,423.01	1,617.12	2,805.89	4/21/2023
52104	Lifeguard	1	287.00	26.95	260.05	4/21/2023
52105	Fleet Crew Chief	1	2,664.24	819.57	1,844.67	4/21/2023
52106	Lifeguard	1	240.03	21.36	218.67	4/21/2023
52107	Lifeguard	1	701.85	93.62	608.23	4/21/2023
52108	Dispatch Supervisor	1	2,719.28	1,270.63	1,448.65	4/21/2023
52109	Sergeant	1	3,068.92	1,011.98	2,056.94	4/21/2023
52110	Lifeguard	1	107.48	8.22	99.26	4/21/2023
52111	Police Officer I	1	2,386.01	326.41	2,059.60	4/21/2023
52112	Crew Chief - PBG	1	2,670.14	753.59	1,916.55	4/21/2023
52113	Finance Director	1	5,455.50	1,689.06	3,766.44	4/21/2023
52114	Police Officer II	1	2,963.52	745.62	2,217.90	4/21/2023
52115	Sergeant	1	5,067.92	1,451.83	3,616.09	4/21/2023
52116	PT Meter Reader	1	782.40	116.85	665.55	4/21/2023
52117	Aquatic Manager	1	2,976.79	930.13	2,046.66	4/21/2023
52118	WTP CHIEF OPERATOR	1	4,207.46	2,272.63	1,934.83	4/21/2023
52119	Utilities Director	1	5,315.21	2,470.56	2,844.65	4/21/2023
52120	Lifeguard	1	107.48	8.22	99.26	4/21/2023



City of Woodland Park

Staff Report for City Council

Meeting Date: May 18, 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 April 2023.

April 2023

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Miscellaneous expenses	\$17,950	\$55.00	\$55.00	\$17,895.00	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	\$0.00	\$408.83	\$2,591.17	14%
Special Projects	\$500	\$0.00	\$0.00	\$500.00	0%
Total	\$31,600	\$55.00	\$463.83	\$31,136.17	1%



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: May 18, 2023

SUBJECT: Approval of Subdivision Development Agreement - Stone Ridge Subdivision Filing No. 5.
(Presenter, Planning Director Karen Schminke)

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 important to note the new lots within the subdivision cannot be transferred to a new owner until the subdivision plat has been recorded. The improvements must either be completed prior to recording the plat or the plat is recorded concurrently with the subdivision development agreement.

It is at the City's discretion, to enter into a contract (SDA) 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. This is clearly articulated in MC Section 17.28.020:

In lieu of requiring the completion of all improvements prior to final plat approval, the city may, at its discretion, enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements required by this title, or otherwise specified by the city according to city specifications.

City Staff has interpreted the City's regulations such that 'all improvements' includes not only streets, curb, gutter, sidewalks, and City operated utilities, but also utilities operated by other provides. These other utilities include electric, gas, and communications (telephone/cable). MC Section 17.08.160 provides the following definition:

"Improvements" means all facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for a residential, commercial, or industrial purpose.

Additionally, it is MC Section 17.44 that addresses improvements and subsequent subsections provide more details for each of the following types of improvements:

- 17.44.020 addressed surface improvements such as survey monuments, streets, street name and traffic control signs, bike and pedestrian paths, debris removal, and fencing.

- 17.44.030 addresses utilities including water lines and fire hydrants, sanitary sewer lines, and drainage improvements including storm sewers.
- 17.44.040 addresses other improvements which includes telephone, television, and electric distribution service lines, as well as street lighting.

It is also important to note, the City of Woodland Park Engineering Specifications require that Utilities and Structures, including water, sanitary sewer, gas, storm sewer, telephone, electric, and other cable, be identified on the construction drawings (WPES Section 1.2.5.C.). This comprehensive coordinated approach to the installation of improvements that serve a development supports the long-term desirability of property within our community.

City Council held a hearing and approved the proposed final plat for Stone Ridge Village Filing No. 5 at the April 20, 2023 meeting. Since the infrastructure for the subdivision is still under construction and the developer desires to have the plat recorded before the infrastructure has been completed, the developer must enter into a subdivision development agreement. The SDA must include a financial guarantee for the cost estimate (approved by the city) for all of the remaining improvements 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 improvements plus 50 percent.

Since the April 20th Council meeting, the developer for Stone Ridge Village Filing No. 5 has provided updated cost estimates for completing most of the infrastructure. However, they have not provided cost estimates for the 'dry utilities' (i.e. electric, gas, communication) as required by M.C. Section 17.44.030 and 17.44.040. Since there are still missing cost estimated City staff has not given final approval for the cost estimates. 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 Subdivision Development Agreement for Stone Ridge Village Filing No. 5 as presented, with the requirement that Exhibit A must be updated with cost estimates acceptable to the City for all the improvements being installed; and 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 as presented, with the requirement that Exhibit A must be updated with cost estimates acceptable to the City for all the improvements being installed; 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. Stone Ridge F 5 UPDATED Infra. Cost Estimate 5.2.23
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 May 2, 2023

Curb & Gutter

Mobilization	1 LS	\$10,000.00	\$10,000.00
Stone Ridge Drive			
SR Drive - North	287 LF	\$45.00	\$12,915.00
SR Drive - South	293 LF	\$45.00	\$13,185.00
8' Sidewalk	290 LF	\$40.00	\$11,600.00
Cross Pan	550 SF	\$18.89	\$10,389.50

Firestone Drive

West	946 LF	\$45.00	\$42,570.00
East	948 LF	\$45.00	\$42,660.00
5' Sidewalk	946 LF	\$25.00	\$23,650.00
Ada Ramp	1 each	\$3,360.00	\$3,360.00

Subtotal Curb & Gutter \$170,329.50

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	\$20,719.50	\$20,719.50
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Subtotal Site Clean up \$20,719.50

Total Public Improvement costs \$345,614.69

50% surcharge \$172,807.35

Total guarantee requirement \$518,422.04

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.

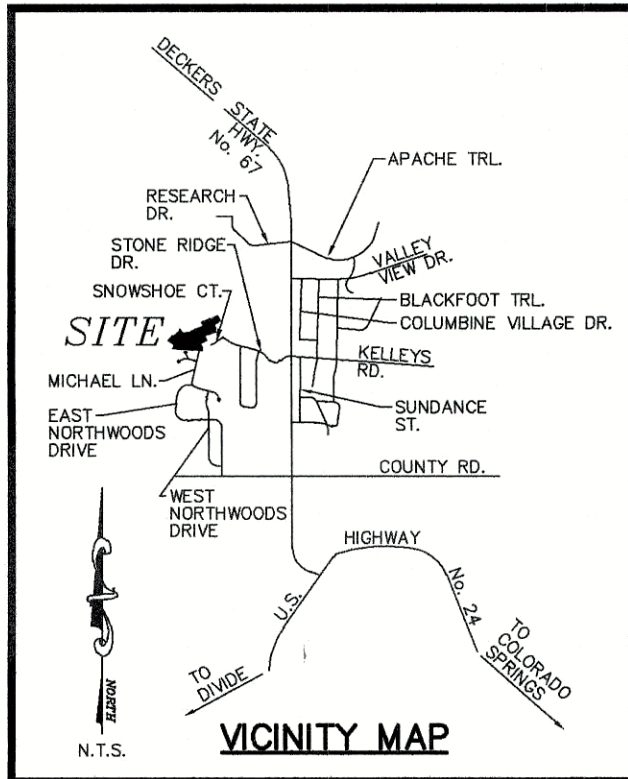
DANA E. DUNCAN, MANAGER, STONE RIDGE VILLAGE, LLC

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

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, WASTE, 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

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



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: May 18, 2023

SUBJECT: Consideration of Ordinance No. 1451, Series 2023, on initial posting, approving the lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless for the Purposes of Building a Permanent Cell Tower Located at 111 N. Baldwin and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

1. Ordinance 1451- Woodland Park - Approve Verizon Aquatic Tower Lease
2. VZW - WAC tower lease agreement 05.11.23
3. VZW - WAC tower lease agmt Exh B

**CITY OF WOODLAND PARK
ORDINANCE NO. 1451, SERIES 2023**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO APPROVING THE LEASE AGREEMENT BETWEEN THE CITY AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE PURPOSES OF BUILDING A PERMANENT CELL TOWER LOCATED AT 111 N. BALDWIN

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 (the “Charter”) of the City; and

WHEREAS, pursuant to Section 15.2(c) of the Charter, the City Council (may lease land to private corporations; and

WHEREAS, pursuant to the Charter, the ability to lease land must be done through ordinance; and

WHEREAS, the City Council previously approved Verizon’s Special Use Permit for this tower through Ordinance No. 1444, Series 2023 on April 20, 2023; and

WHEREAS, the City Council desires to memorialize the lease agreement through this ordinance; and

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

Section 1. Approval. The lease agreement between the City Council and Cellco Partnership d/b/a Verizon Wireless is hereby approved by the City Council.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 1st DAY OF JUNE, 2023.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made on this ____ day of _____, 2023, by and between the City of Woodland Park, with its principal offices located at 220 W. South Avenue, Woodland Park, Colorado 80866 ("LESSOR"), and Celco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

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

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

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

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$18,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at City of Woodland Park Finance Department, PO Box 9007, 220 W. South Ave., Woodland Park, CO, 80866, or to such other person, firm, or place as LESSOR may,

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

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

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 15' 0" wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. LESSEE shall connect its equipment to a metered supply of electricity. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

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

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE or LESSOR, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall not permit any use of the premises for advertising, except with prior written consent

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

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

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

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

10. INDEMNIFICATION. Subject to Paragraph 11, and to the extent permitted by law, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or

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

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

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

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

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

13. INTERFERENCE.

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

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR at (719)687-5233, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

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

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

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale,

transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

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

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

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

LESSOR: City of Woodland Park
Attn: City Manager
220 W. South Avenue
Woodland Park, Colorado 80866

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

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

20. [Intentionally Deleted].

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

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

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

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

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

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

27. [Intentionally Deleted].

28. [Intentionally Deleted].

29. RELOCATION.

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

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

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

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

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

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

30. [Intentionally Deleted].

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

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

LESSOR: City of Woodland Park

LESSEE: Cellco Partnership
d/b/a Verizon Wireless

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Title: _____

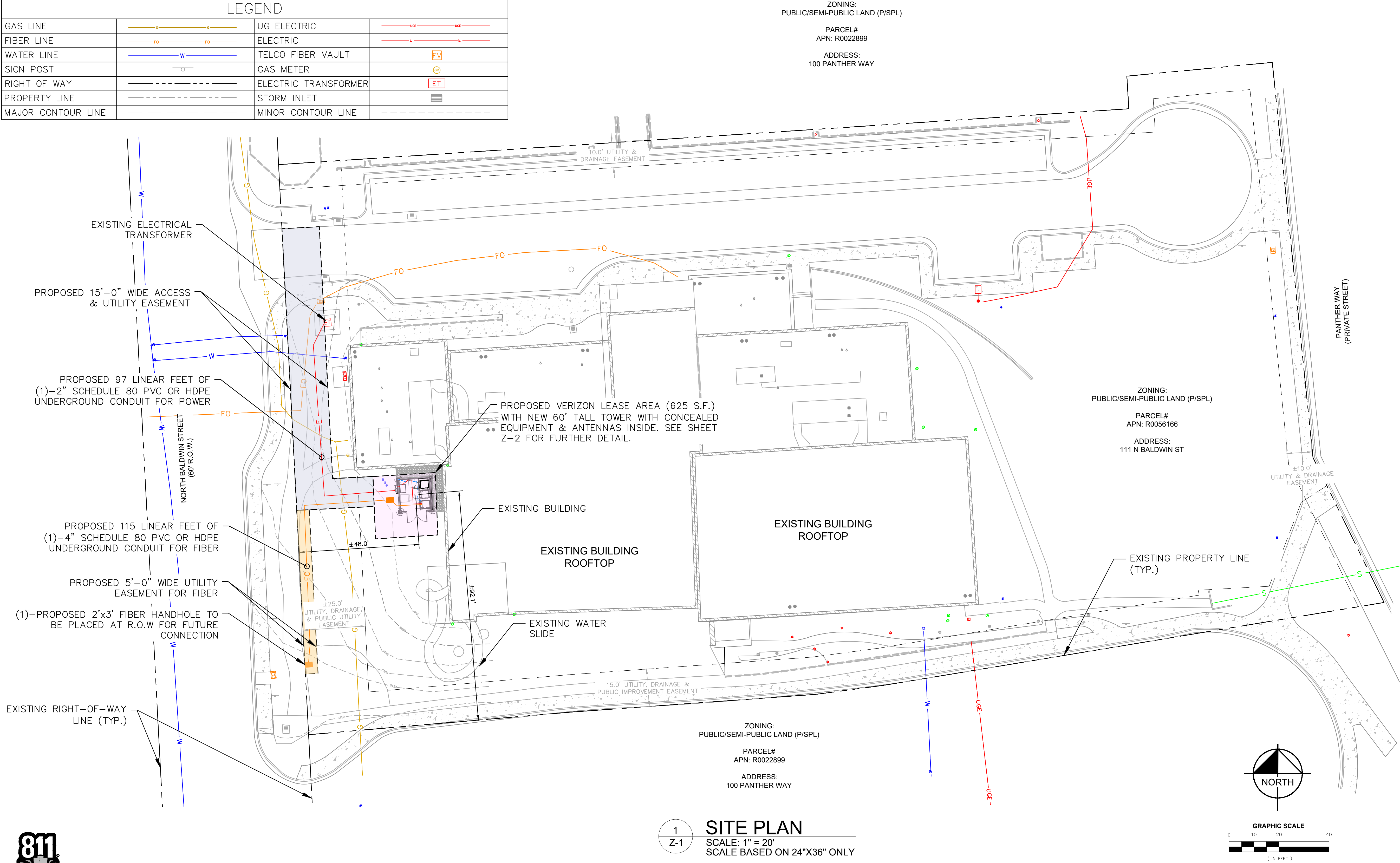
Date: _____

Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"
PREMISES DESCRIPTION

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



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

PLANS PREPARED BY:



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

REV: DATE: DESCRIPTION: BY:

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

DRAWN BY: CHECKED BY:

BAB

MFF

KHA PROJECT NUMBER:

196015042

ENGINEER SEAL:

FOR REVIEW

PROJECT INFORMATION:

CSP KELLY NSB

ADDRESS TBD
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

Z-1



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: May 18, 2023

SUBJECT: Consideration of Ordinance No. 1452, Series 2023, on initial posting, approving the lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless for the Purposes of Placing a Temporary Cell Tower at 220 W South Ave and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)

BACKGROUND:

RECOMMENDATION:

- ATTACHMENTS:**
1. Ordinance 1452- Woodland Park - Approve Verizon Temporary Tower Lease
 2. VZW - LITE tower lease agreement 05.11.23

**CITY OF WOODLAND PARK
ORDINANCE NO. 1452, SERIES 2023**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO APPROVING THE LEASE AGREEMENT BETWEEN THE CITY AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE PURPOSES OF PLACING A TEMPORARY CELL TOWER AT 220 W. SOUTH AVE, WOODLAND PARK

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 (the “Charter”) of the City; and

WHEREAS, pursuant to Section 15.2(c) of the Charter, the City Council (may lease land to private corporations; and

WHEREAS, pursuant to the Charter, the ability to lease land must be done through ordinance; and

WHEREAS, the City Council previously approved Verizon’s Special Use Permit for this tower through Ordinance No. 1441, Series 2023 on March 16, 2023; and

WHEREAS, the City Council desires to memorialize the lease agreement through this ordinance; and

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

Section 1. Approval. The lease agreement between the City and Cellco Partnership d/b/a Verizon Wireless is hereby approved by the City Council.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 1st DAY OF JUNE, 2023.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq

LEASE AGREEMENT

This Lease Agreement made this ____ day of _____, 2023, between the City of Woodland Park with an address at 200 W South Avenue, Woodland Park, CO, 80863 hereinafter referred to as "Licensor" and Celco Partnership d/b/a Verizon Wireless, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "Licensee".

1. Licensor does hereby grant unto Licensee (i) a license to use a 27.0' x 18.5' area located at L1-4 B 24 B 24 ½ Lake Add Vac Alley (200 W. South Ave. Woodland Park, CO, 80863) which area is hereinafter referred to as "Property A", which are more described further on **Exhibit A** attached hereto and made a part hereof, with the right to place upon Property A, a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property A is generally described on **Exhibit A** attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within Property A as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee. Licensee shall operate all equipment onsite by means of a temporary power service drop provided by the local power provider, with no reliance on generators for power. Temporary power service to all equipment shall

be metered and paid for by Licensee. Licensee is required to obtain and maintain the appropriate City of Woodland Park land use approvals as well as comply with all conditions associated with said land use approvals.

2. The term of this Agreement shall be for a period of one (1) year and shall be effective on the first (1st) day of the month in which this Agreement is executed by all parties. This Agreement will renew automatically thereafter on an annual basis unless Licensee provides written notice of cancellation to Licensor (i) at least 90 days prior to the annual anniversary of the effective date of this Agreement, or (ii) of completion of construction and commencement of commercial operations at a different site to be determined.
3. The Licensee shall pay to the Licensor an annual fee of \$4,920.00 to be paid in equal monthly installments on the first day of each month to Licensor or to such other person, firm or place as the Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.
4. At the direction of the Licensor, Licensee shall install service laterals and feeders, herein called "Facilities" to serve the LITE Unit in the Right of Way (ROW) in accordance with the final design plans submitted by Licensee to, and approved by Licensor. Restoration of the ROW shall consist of cold patching in disturbed areas only. Licensor will maintain responsibility for final restoration to the ROW. Licensee shall not be required to relocate, remove, or alter the LITE Unit service extensions and laterals for the Term of this Agreement. At the expiration of the Agreement, Licensee

shall abandon in place the conduit, disconnect the Facilities located in the Right of Way, and remove them.

5. Licensee reserves the right to terminate this Agreement for any or no reason on thirty (30) days written notice to Licensor. Upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition, within thirty (30) days of termination.
6. To the extent permissible by law, Licensor and Licensee shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. The Licensee shall provide a certificate of insurance to the Licensor as proof of said coverage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensor, which consent will not be unreasonably withheld.
8. Licensee agrees to pay Licensor penalties for any violations of this Agreement or of the Woodland Park Municipal Code or any other laws or regulations, including but not limited to operating without the appropriate permits and approvals. Penalty fees shall be paid in the amount of One Hundred Dollars (\$100.00) per day the violation occurs and persists.
9. All notices hereunder must be in writing and shall be sent certified mail, return

receipt requested, to:

Licensor: City of Woodland Park
200 W South Avenue
Woodland Park, CO, 80863

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

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR: City of Woodland Park

By: _____

Name:

Its:

Date:

LICENSEE: CELLCO PARTNERSHIP,
d/b/a Verizon Wireless

By: _____

Name:

Its:

Date:

Exhibit A
Description



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM:

DATE: May 18, 2023

SUBJECT: Consideration of Ordinance No. 1453, Series 2023, on initial posting, Approval of a Lease Agreement Between the City and CORE Electric Cooperative for the Purposes of Use of Land for an Electric Vehicle Charging Station, and set the public hearing for June 1, 2023. (Presenter, City Attorney, Geoff Wilson)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

1. Ordinance 1453- Woodland Park - Aprove CORE EV Lease
2. CORE Electric - EVSE lease agreement 05.11.23

**CITY OF WOODLAND PARK
ORDINANCE NO. 1453, SERIES 2023**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO APPROVING THE LEASE AGREEMENT BETWEEN THE CITY AND CORE ELECTRIC COOPERATIVE FOR THE PURPOSES OF USE OF LAND FOR AN ELECTRIC VEHICLE CHARGING STATION

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 (the "Charter") of the City; and

WHEREAS, pursuant to Section 15.2(c) of the Charter, the City Council (may lease land to private corporations; and

WHEREAS, pursuant to the Charter, the ability to lease land must be done through ordinance; and

WHEREAS, Core Electric Cooperative has received a grant from Charge Ahead Colorado to build an electric vehicle charger; and

WHEREAS, the lease will be of a benefit to both Core Electric Cooperative and the citizens of Woodland Park; and

WHEREAS, the City Council desires to memorialize the lease agreement through this ordinance; and

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

Section 1. Approval. The lease agreement between the City and Core Electric Cooperative is hereby approved by the City Council.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 1st DAY OF JUNE, 2023.

The Honorable Mayor Hilary LaBarre

ATTEST: _____
City Clerk Suzanne Leclercq

**GROUND LEASE FOR ELECTRIC VEHICLE CHARGER AT CITY
OF WOODLAND PARK, CITY HALL**

DATE: June ___, 2023

PARTIES: **CITY OF WOODLAND PARK**, a Colorado municipal corporation, 220 W South Avenue, Woodland Park, CO 80866 ("Landlord"); and

CORE ELECTRIC COOPERATIVE, a Colorado cooperative association, 5496 North US Highway 85, Sedalia, Colorado 80135 ("Tenant"), collectively the "Parties".

RECITALS:

WHEREAS, Landlord is the fee simple owner of certain real property more particularly described in the attached ***Exhibit A*** ("Property"); and

WHEREAS, Tenant is the recipient of a grant from Charge Ahead Colorado to build one (1) dual port electric vehicle charger ("EV Charger"); and

WHEREAS, Tenant wishes to enter into this Lease in order to install said EV Charger on the Property in a location more particularly described in the attached ***Exhibit B*** ("Premises"); and

WHEREAS, Landlord is willing to lease the Premises to Tenant and Tenant is willing to lease the Premises from Landlord upon the terms, covenants and conditions set forth in this Ground Lease ("Lease").

NOW, THEREFORE, in consideration of the lease of the Premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Section 1. Definitions. The following words shall have the meanings indicated:

Premises means the property described in ***Exhibit B*** and all related easements, licenses, privileges, rights and appurtenances. The term "Premises" does not include the "Improvements".

Improvements mean the EV Charger and any and all structures and improvements, including but not limited to conduit and an ADA curb ramp, erected/constructed on the Premises pursuant to this Lease, and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated on the Premises or used in connection therewith.

Rent means the "Base Rent" and any adjustment thereto, and any other charges or payments of money due from Tenant in connection with this Lease whether or not payable to Landlord.

Section 2. Lease of the Premises. Landlord hereby demises and leases unto Tenant, and Tenant hereby takes and hires from Landlord, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein. The Lease of the Premises is subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called the "Restrictions").

Section 3. Term. The term of this Lease shall be five (5) years, beginning on the date of the execution of this Lease, as extended pursuant to this Section 3, and subject to earlier termination as herein set forth ("Term"). Upon Mutual agreement of the Parties, Tenant shall have two consecutive options to renew the Lease for an additional five (5) years upon Tenant's written notice to Landlord of Tenant's election to renew the Lease provided at least sixty (60) days prior to the expiration of the Term, and Landlord's written approval of such option to renew provided at least thirty (30) days prior to expiration of the Term.

- A. At the expiration of the Term, the Parties agree that Tenant shall offer to Landlord a transfer of ownership and control over the EV Charger, and Landlord may accept ownership and control over, the EV Charger and all related Improvements; provided, however, that Landlord shall then be responsible for all electrical consumption costs resulting from the use of the EV Charger.
- B. Shall the Landlord not accept ownership and control of the EV Charger, Tenant shall remove the EV Charging equipment, disconnect and abandon in place underground facilities between the service interconnection and the EV Charging Equipment.

Section 4. Rent. As rent for the Premises, Tenant shall pay the sums hereinafter set forth.

- A. **Base Rent.** Tenant shall pay to Landlord during the Term a minimum net annual rent of zero (\$00.00) dollars, in consideration for allowing the public to access and use the EV Charger free of charge.

Section 5. Use of Premises.

- A. Tenant shall use the Premises for the purposes of constructing and operating thereon an EV Charger and related Improvements, as described in ***Exhibit C***, to be used for public electric charging stations, including maintenance and repair thereof; and for no other use without Landlord's prior written consent in each instance, which may be withheld if the proposed use will, in Landlord's sole discretion, be detrimental to the orderly development and operation of the Premises.
- B. Tenant shall comply with all federal, state, and municipal laws, regulations and ordinances affecting the Premises or any portion thereof and shall maintain in force during the Term all permits, authorizations and licenses that may be necessary for Tenant's use or operation of the Premises or any portion thereof pursuant to Section 5(A) above (including, without limitation, the making, placing, maintaining or altering of the Improvements of any portion thereof).

Tenant shall not use the Premises or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the Restrictions.

- C. Tenant will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.
- D. Tenant shall not have the right to maintain or install any signs in or at the Premises visible from adjacent parcels or roads except as approved in writing by Landlord in each instance. This provision is not applicable to brands, logos, instructions, or other signage on the Improvements.
- E. Tenant shall have full responsibility for protecting the Premises and all Improvements located thereon from damage due to theft, robbery, and vandalism.
- F. At the Direction of the Landlord, Tenant shall install service laterals and feeders, herein called "Facilities" to serve the EV Charger in the Right of Way (ROW) in accordance with the final design plans submitted by Tenant to, and approved by Landlord. Restoration of the ROW shall consist of cold patching in disturbed areas only. Landlord will maintain responsibility for final restoration to the ROW and sidewalks. Tenant shall not be required to relocate, remove, or alter the EV Charger service extensions and laterals for the Term of this Lease. At the expiration of the Lease, Tenant shall abandon in place and disconnect the Facilities located in the Right of Way and not have an obligation to remove them. Should the Landlord take ownership of the EV Charger at the expiration of the Lease, the Landlord will be responsible for any future relocation costs of the Facilities located in the ROW.

Section 6. Temporary Construction Easement. Landlord hereby grants to Tenant and its agents a temporary construction easement over and across the Property. The temporary construction easement shall be for Tenant's use during construction of the Improvements on, over and across the area more particularly described in the attached *Exhibit D*. Upon completion of construction of the Improvements, this temporary construction easement shall automatically terminate. Upon request of Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord an instrument in recordable form evidencing such termination.

Section 7. Electrical Infrastructure. Tenant shall have the right to connect to the existing electrical infrastructure on the Property.

Section 8. Reports on EV Charger Usage. Tenant shall share with Landlord, upon Landlord's reasonable request, regular reports on the public usage of the EV Charger.

Section 9. Public Use of EV Charger. In consideration for this Lease, the EV Charger initially shall be made available to the public for use without cost for a minimum period of one thirty (30) days from the date of installation of the EV Charger. Tenant will collect data on the EV

Charger's use and may implement a service charge at any point during the Term, but not prior to the first 30 days. Tenant will notify Landlord of its proposed implementation of the service charge no less than Sixty (60) days prior to the date it becomes effective. Service charges will be assessed and collected directly from the EV Charger users through a direct pay protocol provided through the EV Charger.

Section 10. EV Charger Operating Costs. Tenant shall be responsible for all electrical consumption costs resulting from the public's use of the EV Charger. The EV Charger shall be sub-metered in order to isolate any electrical consumption.

Section 11. Maintenance.

- A. Tenant, at Tenant's cost, shall be responsible for the maintenance of the Improvements. Tenant shall keep the Improvements in an operable condition and shall make all repairs thereto, structural, and nonstructural, ordinary and extraordinary, foreseen and unforeseen, as necessary to permit the public's use of the EV Charger during the Term.
- B. Tenant will not commit, knowingly permit, or suffer any waste, damages, disfigurement or injury to or upon the Premises, or Improvements, or any part thereof.
- C. Landlord shall be responsible for snow plowing and other maintenance of the Property, including the parking spaces on the Premises.

Section 12. Insurance. Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to cover the obligations of Tenant imposed by this Lease and naming Landlord as an additional insured, as set forth in the Certificates of Insurance attached as ***Exhibit E*** (the "Certificates of Insurance"). Tenant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

- A. Tenant shall procure and maintain a policy or policies with the minimum insurance coverage set forth on the Certificates of Insurance. The form and insurer on the Certificates of Insurance is acceptable to the Landlord. All coverage shall be continuously maintained from the date of execution of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.
 - 1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Lease, and Employer's Liability insurance.
 - 2. Commercial General Liability insurance applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed

operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with respect to each of Tenant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- B. The policies required above, except Workers' Compensation insurance and Employers' Liability insurance shall be endorsed to include the City, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Tenant. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under each of the policies required above.
 - C. The Certificates of Insurance shall be attached as ***Exhibit E*** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the Landlord. Each certificate shall identify the Lease and shall provide that coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the Landlord. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Tenant shall deliver annually to Landlord an updated Certificates of Insurance on or before May 1st, of each year.
 - D. Failure on the part of Tenant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of this Lease upon which at the Landlord's discretion, may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Landlord shall be repaid by Tenant to the Landlord upon demand.

Section 13. Construction. All construction work shall be performed in a good and workmanlike manner in accordance with industry standards for the type of work in question. All construction work shall be done in compliance with all applicable laws, building codes, ordinances, and regulations. No construction or work shall commence until all necessary licenses, permits and authorizations required of any applicable government authority having jurisdiction are obtained. Tenant shall be responsible for acquiring and paying the costs for all required licenses and authorizations. Tenant and Landlord agree that Tenant shall be responsible for acquiring all necessary permits. The City of Woodland Park cannot waive permit fees and CORE shall pay appropriate fees as defined by the City to the extent of any permits and fees that are required.

Section 14. Liens. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or material or for any other charge

or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in construction, erection, or operation of any such Improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, Tenant shall diligently pursue the release or discharge thereof.

Section 15. Colorado Governmental Immunity Act. The parties understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$424,000.00 per person, \$1,195,000.00 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

Section 16. Hold Harmless. Tenant shall so maintain the Improvements as to afford all reasonable protection against injury or damage to persons or property therefrom, and Tenant shall save and hold Landlord harmless from all liability or damage and all reasonable expenses necessarily accruing against Landlord arising out of the negligent exercise by Tenant of the rights and privileges hereby granted, provided that Tenant shall have had notice of the pendency of any action against Landlord arising out of such exercise by Tenant of said rights and privileges within ten (10) days thereof and be permitted at its own expense to appear and defend or assist in the defense of the same.

Section 17. Entire Agreement. This Lease represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Lease may be amended only by an instrument in writing signed by the parties. If any other provision of this Lease is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect.

Section 18. Default and Remedies. In the event either party should default in performance of its obligations under this Lease, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action; provided, however, that no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 19. Waiver. A waiver by any party to this Lease of the breach of any term or provision of this Lease shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 20. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado in the Teller County District Court.

Section 21. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to Landlord and Tenant, and nothing contained in this Lease

shall give or allow any such claim or right of action by any third party. It is the express intention of the parties that any person other than Landlord or Tenant receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

Section 22. Assignment, Subletting, and Sale of Tenant's Interests. Tenant shall not assign, sublet, or sell Tenant's interest in this Lease or the Improvements without prior written approval of the Landlord.

Section 23. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

Section 24. Authority. The individuals executing this Lease represent that they are expressly authorized to enter into this Lease on behalf of Landlord and Tenant and bind their respective entities. This Lease is executed and made effective on the first date written above.

[Signature Page to Follow]

LANDLORD

ATTEST:

CITY OF WOODLAND PARK

Suzanne Leclercq, City Clerk

Hilary LaBarre, Mayor

TENANT

CORE ELECTRIC COOPERATIVE

By: _____
Brooks Kaufman
Lands and Rights of Way Manager

Exhibit A
Description of the Property



Exhibit C
EV Charger and Related Improvements



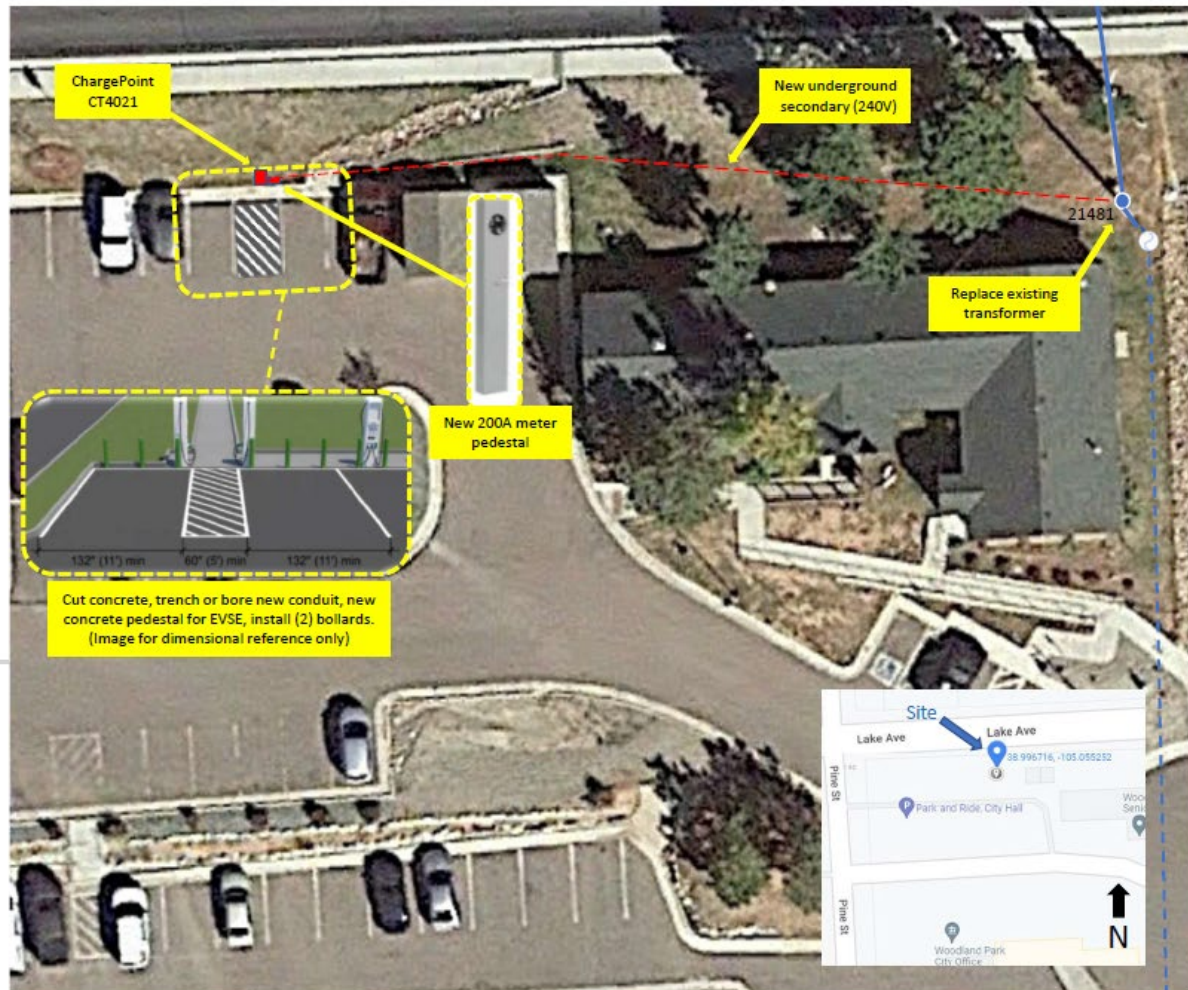
Project Area

Project Layout



ChargePoint CT4021

Level 2 Charger (Dual Port)
7.2kW peak charging per port
~30 miles of range per hour



City Office Rear Lot

220 W. South Ave. Woodland Park, CO 80863

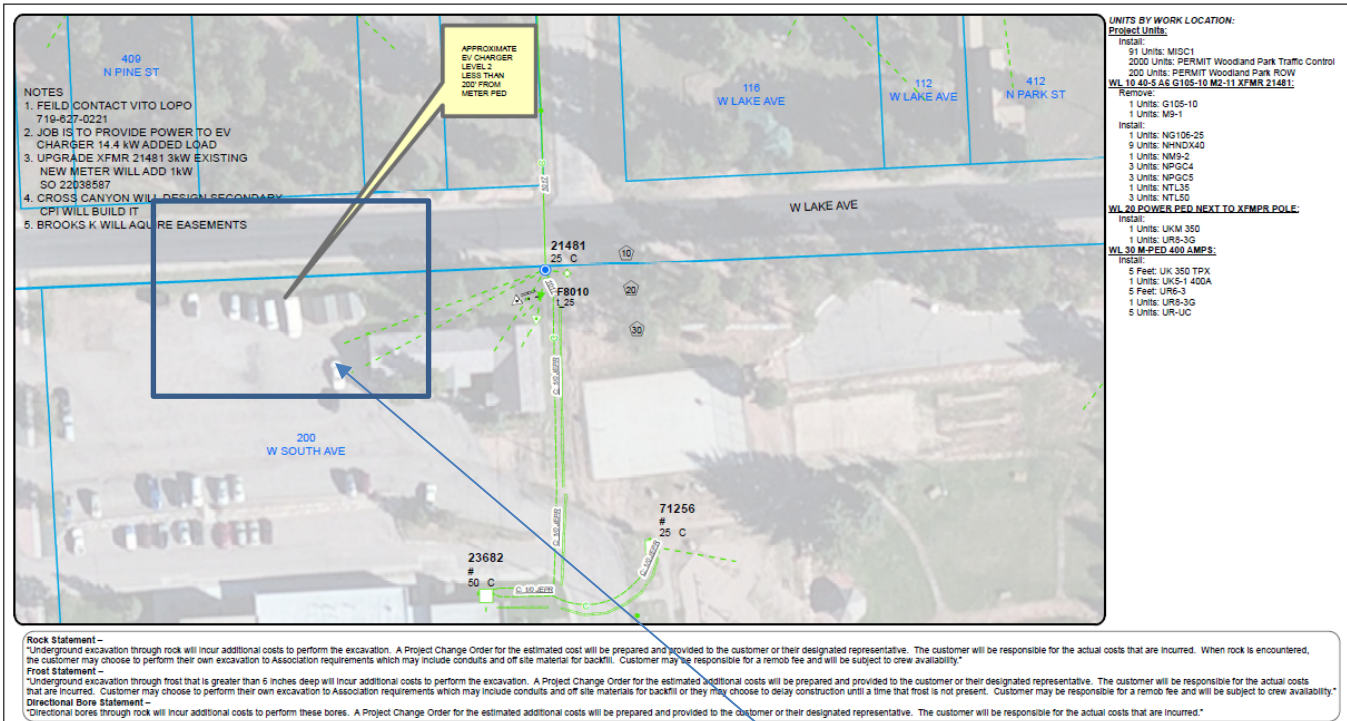
Level 2 Charger (Dual Port)

Proposed Layout - Rev. 0, 11/02/2022

The Energy to Thrive™

Exhibit D

Description of Temporary Construction Easement



General Construction Easement Area: CORE Electric Cooperative will conduct construction activities in this general area. CORE will provide appropriate lane closure, traffic signage, safety barriers and coordinate with the City of Woodland Park staff to accommodate access during construction as needed. CORE will be responsible for construction area restoration and clean up. This General Construction Easement is subject to the terms of the **GROUND LEASE FOR ELECTRIC VEHICLE CHARGER AT CITY OF WOODLAND PARK, CITY HALL**

Exhibit E
Certificates of Insurance

(ATTACHED)



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Sarah Minton, Deputy City Clerk

DATE: May 18, 2023

SUBJECT: Approval of a change of location for Shadi Inc. DBA Judges, currently located at 108 East Midland Avenue, to 100 Morning Sun Drive, Woodland Park, Colorado. (QJ)
(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 change of location of the Hotel and Restaurant Liquor License for Judge's Char Grill.

Applicant: Fernando Morales (The Shadi Inc) DBA Judge's Char Grill.

Application details:

- Applicant is Fernando Morales
- LLC has current sales tax license and FEIN number.
- A petition of needs and desires has been completed and is deemed sufficient.
- The location is eligible to be licensed.
- Possession of the property is documented by a rent to own agreement.

Factual Findings:

- The application was submitted on April 3, 2023.
- Subject property was posted on April 24, 2023 as required by law.
- Public Notice was published on the City's Website April 24, 2023.
- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

RECOMMENDATION: Following Public Hearing, approve a change of location for the Hoetl & Restaurant Liquor License for Judges' Char Grill from 108 E Midland Ave, to 100 Morning Sun Dr, Woodland Park CO 80863.

ATTACHMENTS: None



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: Karen Schminke, Director of Planning & Building Services

DATE: May 18, 2023

SUBJECT: Approve 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. (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: Adopt 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.

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 ISPCS (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



STAFF REPORT

TO: Mayor LaBarre and City Council

FROM: CJ Gates, Senior Planner

DATE: May 18, 2023

SUBJECT: Approve Ordinance No. 1450, Series 2023, an Ordinance Approving an Amendment to a Conditional Use Permit and Site Plan, for 18.09090.N.5 "Apartment Building(s) on a Single Lot" Use Located on Tamarac Parkway with a Legal Description of Lot 6, Tamarac Tech Park Filing No.5 within the Multi-Family Residential-Urban Zone District. (QJ) (Presenter Senior Planner, CJ Gates)

BACKGROUND: See attached detailed report.

RECOMMENDATION: Approve ORDINANCE NO. 1450, SERIES 2023, AN ORDINANCE APPROVING AN AMENDMENT TO A CONDITIONAL USE PERMIT AND SITE PLAN, FOR 18.09090.N.5 "APARTMENT BUILDING(S) ON A SINGLE LOT" USE LOCATED ON TAMARAC PARKWAY WITH A LEGAL DESCRIPTION OF LOT 6, TAMARAC TECH PARK FILING NO. 5 WITHIN THE MULTI-FAMILY RESIDENTIAL-URBAN ZONE DISTRICT.

ATTACHMENTS:

1. 1. Tamarac Apartments - CC Staff Report
2. 2. Ordinance No 1450 - Tamarac Apartments
3. 3. 2023.04.13 PC Minutes - DRAFT
4. 4. Tamarac Apartments Application Packet
5. 5. Tamarac Apartments Updated Landscape 4.13.23



City Council Staff Report Public Hearing May 18, 2023

Agenda Item

Department

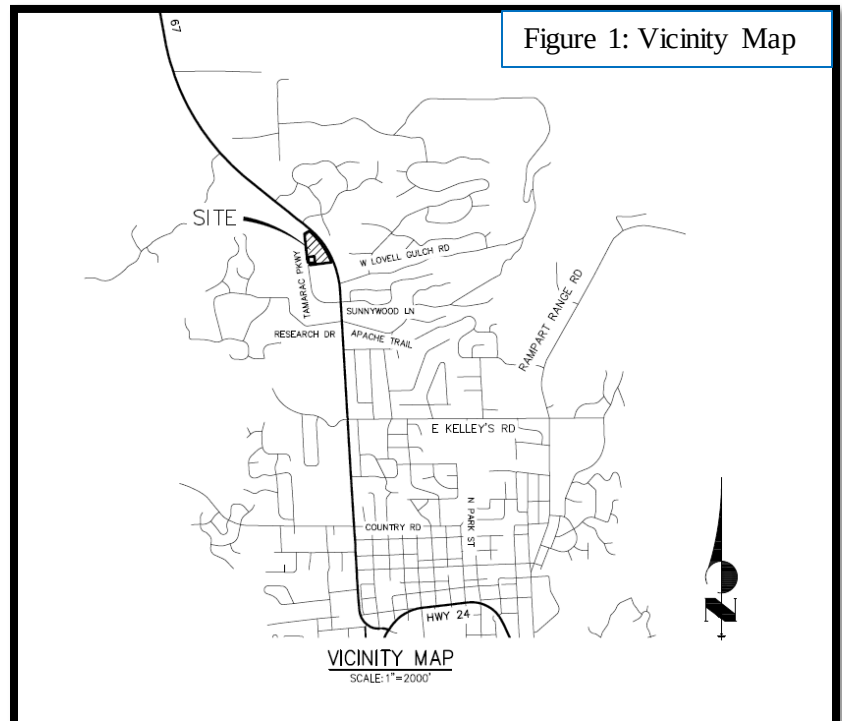
Presenter

Planning

C.J. Gates
Senior Planner

AGENDA ITEM

#CUP2023-01 A request by Mountain Starr Investments, LLC. (Property Owner) and Creighton Soukup (Applicant) to approve an amendment to a conditional use permit and site plan to allow 8 apartment buildings with 122 attached multi-family dwellings units in the Multi-Family Residential Urban (MFU) zone. The subject property is a 7 acre parcel located at the end of Tamarac Parkway and is known as Lot 6 Tamarac Tech Park Filing No. 5, City of Woodland Park, Teller County, Colorado (**QJ**)



BACKGROUND

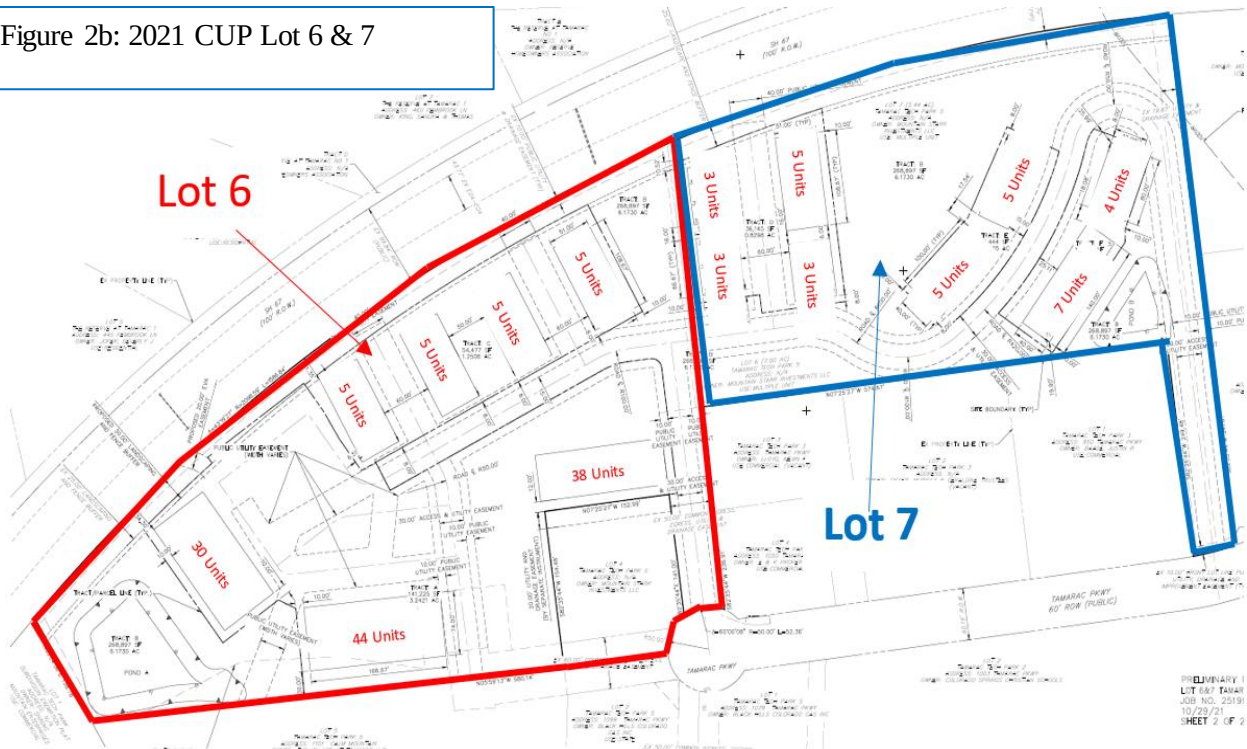
The land area now known as Tamarac Tech Park was annexed into the City in 1999 by way of Ordinance No. 809 and initially zoned Heavy Service Commercial/Light Industrial. Within the years of 1999 and 2014 multiple actions took place within this area including the creation of additional filings and replatting. In 2014, Tamarac Tech Park Filing No. 5, which includes lots 6 and 7, was replatted and rezoned. Lot 6 with a total acreage of 7.0 acres was rezoned to Multi-family Residential Urban (MFU). Lot 7 is 5.44 acres with access via a 50-foot wide strip of land between the Post Office and Woodland Fitness Center was also rezoned to Multi-family Residential Urban (MFU). The MFU zone allows for a density of nine (9) to 20 dwelling units per acre.

In 2021, Mountain Starr Investments LLC applied for a conditional use permit and site plan review (CUP/SPR) for a multi-family residential development on Lots 6 and 7 (see Figure 2a below). The proposal consists of 55 townhomes and three apartment buildings with a total of 167 dwelling units and a gross density of 13.46 dwelling units/acre. The CUP was approved in December of 2021 and is currently valid until December of 2023.



Figure 2b below, is the site plan associate with the 2021 CUP/SPR. As stated, this original CUP/SPR encompassed both lots 6 and 7. Lot 6 (outlined in red) was approved for three apartment buildings (a 30 unit structure, a 44 unit structure, and a 38 unit structure) and four townhouse structures (each with 5 units) for a total of 132 dwelling units. Lot 7 (outlined in blue) was originally approved for eight townhouse structures (three 3 unit structures, three 5 unit structures, one 4 unit structure and one 7 unit structure) for a total of 35 dwelling units. There is a total of 167 dwelling unit in this previously approved proposal.

Figure 2b: 2021 CUP Lot 6 & 7



SITE AND SURROUNDING PROPERTIES

The subject property is zoned Multi-Family Residential Urban (MFU) (Figure 3) and is bordered by Highway 67 to the east and north. Across Highway 67 is the Reserve at Tamarac subdivision zoned Suburban Residential (SR). Also boarding the subject parcel to the northwest is the driving range portion of Shining Mountain Golf Course which is zoned Heavy Service Commercial/Light Industrial. To the west of the subject property is the orange colored lot on figure 3 that is zoned Multi-family residential Suburban (MFS). In 2019, a development named “Village at Tamarac” was approved for this parcel that consists of 53 dwelling units with a density of 7.93 units/acre. To the south of the subject property is Lot 7 zoned MFU (part of the prior approval) as well as commercial/industrial parcels where existing businesses reside.

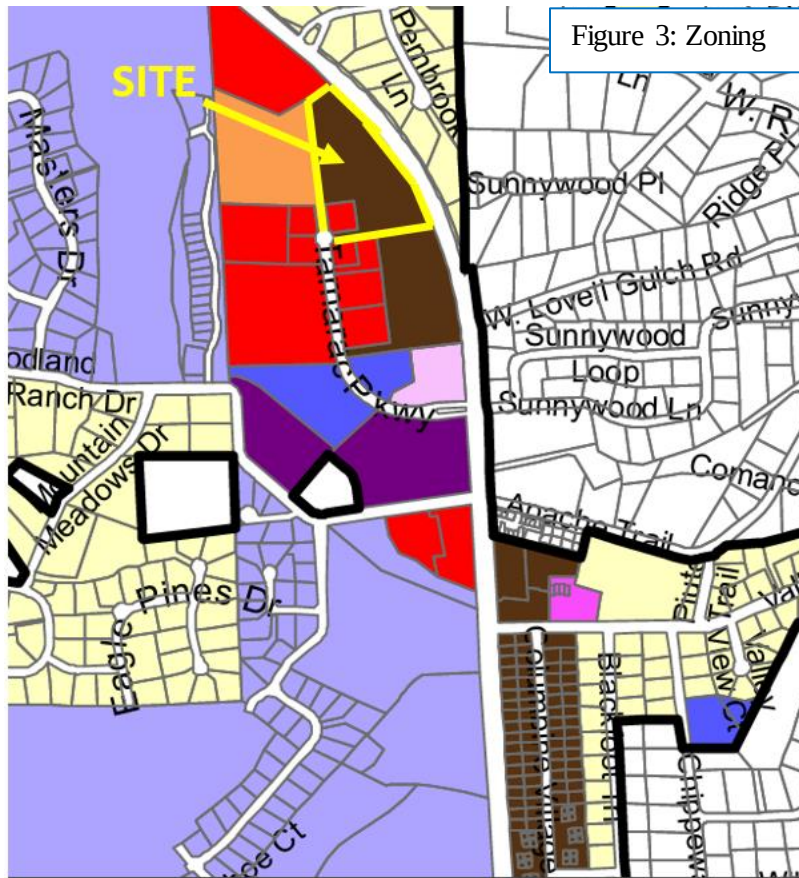


Figure 3: Zoning

City of Woodland Park - Zoning Map

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

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

USE		ZONE
North & East	Colorado State Highway 67 & The Reserve at Tamarac Filing 1	SR
Northwest and West	Village at Tamarac Development & Shining Mountain Golf Course	MFS & HSC/LI
South	Lot 7 of Tamarac Tech Park/ Commercial/industrial businesses	HSC/LI

CURRENT PROPOSAL

According to Chapter 18.09.090 (Districts established – Table of permitted uses for business, industrial and residential districts), of the City of Woodland Park Municipal Code, multi-family developments within a multi-family zones are subject to conditional use approval. The applicant is currently requesting an amended conditional use permit for Lot 6 to revise the type of dwelling unit and associated changes to the site plan. Instead of a combination of apartments and townhomes, they are now asking for 8 apartment buildings that contain a total of 122 attached multi-family dwelling units (10 less dwelling units than the current approval). This current application does not encompass lot 7 of Tamarac Tech Park.

Below is a table outlining the previously approved 2021 conditional use permit verses what is currently being proposed:

	Townhome Buildings	Apartments Buildings	Dwelling Units	Total Dwelling Units
2021 Approved CUP	Lot 6: 4 buildings Lot 7: 8 buildings	Lot 6: 3 buildings Lot 7: 0 buildings	Lot 6: 132 Lot 7: 35	167 (Lots 6 & 7)
Current CUP Amendment Proposal	Lot 6: 0 buildings	Lot 6: 8 buildings	Lot 6: 122	122 (lot 6)

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

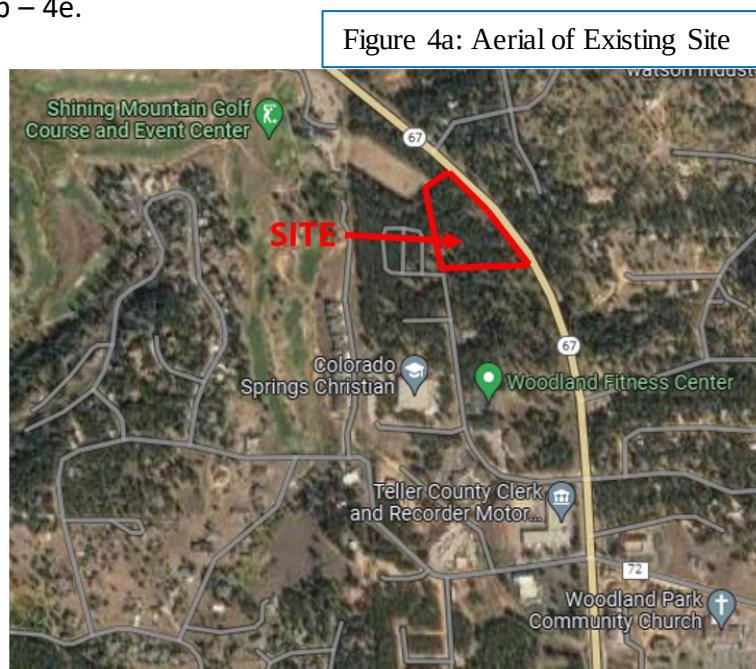




Figure 4b: Picture taken from existing cul-de-sac looking north-east into the site & Lot 4



Figure 4c: Picture taken from existing Tamarac Dr. looking north. Village at Tamarac on the left & subject site on the right

Figure 4d: Picture taken from the proposed site looking west into Village at Tamarac



Figure 4e: View of Subject site from Highway 67 looking south



Proposed Site Plan & Elevations

Figure 5a is the revised proposed site plan which is also attached within the application. As seen on figure 5a, the applicant is proposing to construct two different types of apartment buildings. Type A (outlined in red) consists of 72 dwelling units in 3 buildings and includes two different unit types. The one bedroom, one bathroom unit is 808 square feet in size and the two bedroom two bathroom unit is 1078 square feet in size. As seen in the building elevation in figure 5b below, the type A building will have a total height of 30 feet.

Apartment building type B (outlined in yellow) consists of 50 dwelling units in five buildings and also comes in two different unit types. The one bedroom, one bathroom is 428 square feet in size while the two bedroom two bathroom is 620 square feet in size. All units within the type B buildings have either a walk out patio or a balcony. Each type B building has 10 units and is designed to appear as townhomes rather than apartment buildings from the exterior. As shown in the building elevation in Figure 5c, the type B buildings will have a total height of 28'10 $\frac{3}{4}$ ".

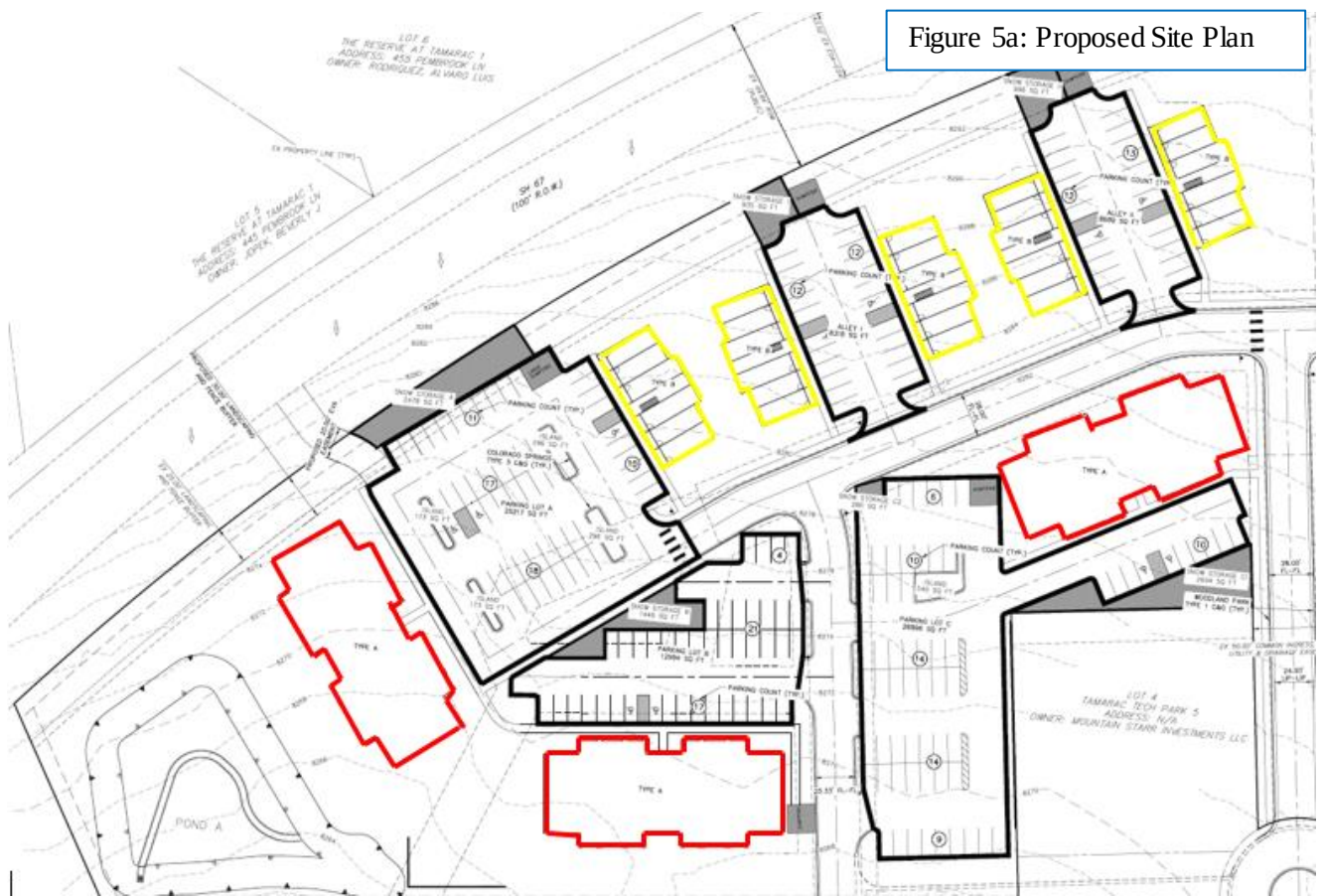


Figure 5b: Building Type A elevation



Figure 5c: Building Type B elevation



The balance of the site plan is very similar to the prior approval. Access remains in the same location, coming in from the cul-de-sac at the end of Tamarac Parkway along the south end of the subject property. There is a central roadway that then connects the parking areas for the various buildings.

ANALYSIS OF CONDITIONAL USE PERMIT AND FINDINGS

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

Below is a listing of the applicable CUP standards from Code Section 18.57 complete with staff’s analysis.

1. *The proposed development and use shall have a demonstrated direct need to be located at the location proposed and provide adequate mitigation measures to lessen all identified impacts.*

Complies. The proposed development is located on Lot 6 in the Tamarac Tech Park, Filing 5 which is designated for multi-family in 2014. The property is buffered from less intense uses by Shining Mountain Golf Course driving range to the north; State Highway 67 on the east which includes a required 25' landscape buffer; Village at Tamarac to the west, and commercial/ multi-family zoned parcels to the south. Multi-Family units are needed as a more attainable houses options in Woodland Park.

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

Complies. The use poses no threat to public health and welfare. Zoning of the site supports the proposed use and all buildings must comply with all building and fire codes in effect at the time of construction.

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

Complies. The proposed development is adjacent to a previously approved multi-family development and is not expected to injure the value of vicinity properties.

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

Complies. The proposed development is compatible with the Multi-family Residential Urban land zone district where the site is located. The subject property is also boarded by a previously approved multi-family development.

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

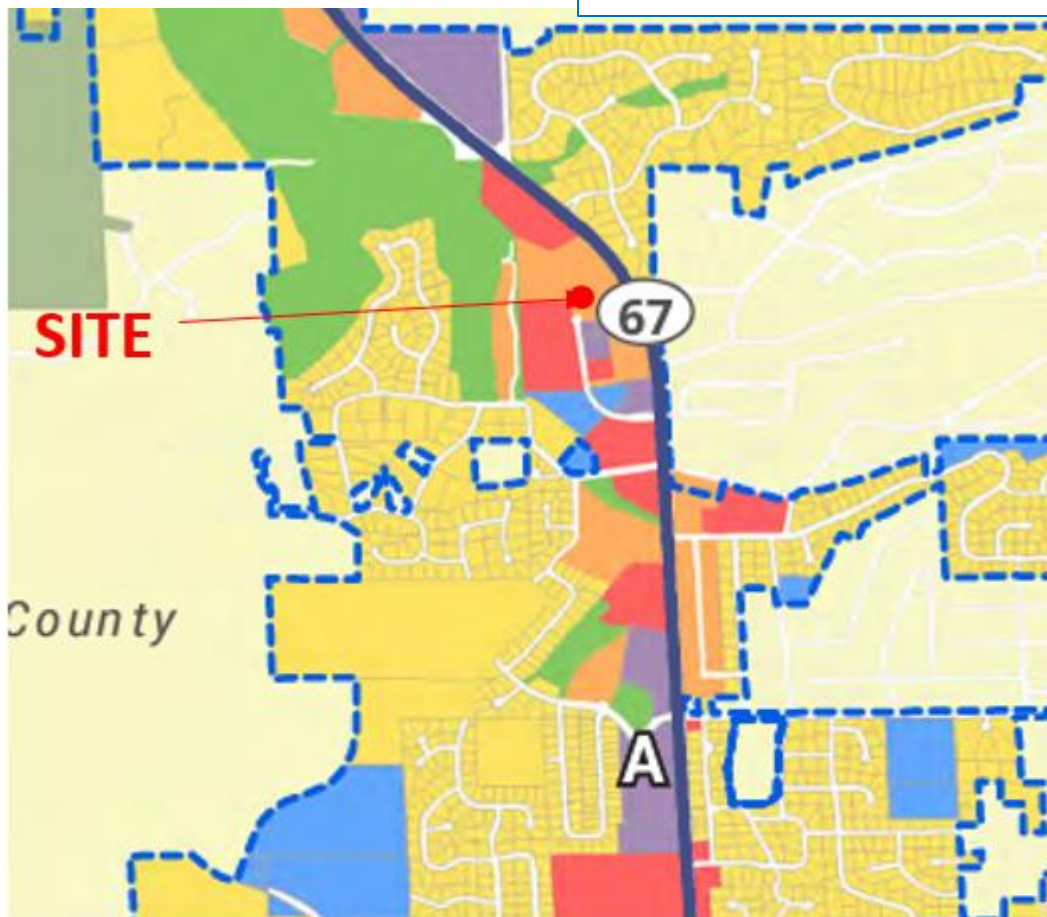
Complies. The development is consistent with the following principles and goals as specified in the City's Comprehensive Plan.

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

Land Use and Growth Objective 1.1: Ensure that new development fits the intent of the Future Land Use Map and uses the land and community resources. Facilities efficiently and in an environmentally sensitive manner. All new development should contribute to Woodland Park's mountain western identity.

Figure 6 below is the Future Land Use Map found within the City of Woodland Park Comprehensive Master Plan. As seen below, the subject property is labeled as "Multi-Family Residential".

Figure 6: Future Land Use Map



Future Land Use Categories

Open Space	Mixed Use Areas
Single Family Residential	Parks and Semi/Public Lands
Multi-Family Residential	Teller & El Paso Counties Rural Residential
Downtown Mixed Use	Teller County Commercial
Commercial	

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

May Comply. Attached within this staff report is the City Staff Redline Comments of the application. City staff has called out issues within the applicant's site plan including architectural design guidelines, snow storage issues, and location of the water main. The

application may comply if the applicant complies with all city regulations and submits an updated site plan fixing all identified issues.

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

May Comply. The applicant has submitted a traffic letter with an addendum within the application (attached). The application may comply if the Colorado Department of Transportation reviews and approves the traffic letter and addendum since the subject property is located adjacent to State Highway 67.

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

Complies. Site grading and drainage are reviewed by the City Engineer and must be approved through a Grading Permit. The development plan has been prepared with care to minimize impacts to existing topography – conserving unique features where feasible. Surface drainage is handled with a detention pond sited to reduce impacts and enhance onsite open space.

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

Complies. The proposed development will be served by municipal water and wastewater. Sufficient water has been allocated for the multi-family use on this property by the City. The wastewater and storm water system comply with City engineering standards.

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

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

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

May Comply. Staff has concerns with the design of the Type A buildings and will be requesting additional design modifications so the structure will better harmonize with the Woodland Park aesthetic. The application may comply if the applicant adheres to the City's architectural design standards.

SITE PLAN REVIEW CRITERIA AND FINDINGS

Municipal code section §18.34 Site Plan regulates the review of site plan reviews. §18.34.010 states: *"In order to ensure a quality development in the city, it is essential that new development meet minimum standards for the design, construction and the use of such developments to complement existing uses, to insure adequate utility and service systems, and to promote the*

health, safety and welfare of the city's citizens. (Ord. No. 966-2003, § 2, 4-3-2003)." § 18.34.070 specifies the standards by which all conditional uses must comply in order to receive approval. The proposed site plan was analyzed within the MFU zone district

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

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

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

Land Use and Growth Objective 1.1: Ensure that new development fits the intent of the Future Land Use Map and uses the land and community resources. Facilities efficiently and in an environmentally sensitive manner. All new development should contribute to Woodland Park's mountain western identity.

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

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

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

May Comply. The applicant has submitted a traffic letter with an addendum within the application (attached). The application may comply if the Colorado Department of Transportation reviews and approves the traffic letter and addendum since the subject property is located adjacent to State Highway 67.

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

Complies. Site grading and drainage are reviewed by the City Engineer and must be approved through a Grading Permit. The preliminary development plan has been prepared with care to minimize impacts to existing topography – conserving unique features where feasible. Surface drainage is handled with a detention pond sited to reduce impacts and enhance onsite open space.

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

Complies. The proposed development will comply with all requirements related to the items above. City Utilities does not have concerns over the water system's capacity to support this development which includes 10 less dwelling units than were previously approved for this property.

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

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

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.

May Comply. Staff has concerns with the design of the Type A buildings and will be requesting additional design modifications so the structure will better harmonize with the Woodland Park aesthetic. The application may comply if the applicant adheres to the City's architectural design standards.

REFERRALS AND NOTIFICATIONS

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

Applications were referred to City departments including the City Attorney, the City Manager, the City Clerk, Utilities, Public Works, Police Department, Planning and Building and external agencies including Northeast Teller County Fire Protection District, Black Hills Energy, Core Electric, Colorado Department of Transportation, Century Link/Lumen, and TDS Telecom. CORE submitted a comment on April 3rd 2023 that states CORE will require the applicant to revise grading plans along Highway 67. The grade may not change +/- 6 inches; CORE has an existing main feed underground electric line within the 10-foot utility line. A copy of staff's red-line comments are attached hereto as "City Review Red-line Comments".

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a public hearing on April 13, 2023 (draft minutes attached). During the discussion portion of the hearing, the Planning Commission expressed concerns regarding the amount of open space and public access on the current proposal. The applicant stated that his intent is to purchase lot 7 within Tamarac Tech Park, Filing 5 and develop park land that would be accessible to the public as well as additional apartment units. Staff explained to the Planning Commission and the applicant that if the applicant chooses to move forward with this approach on lot 7, they would have to submit another CUP amendment application that would be heard by the Planning Commission and City Council. Also during discussion between the applicant and the Planning Commission, the applicant provided an updated landscape plan that is attached hereto.

After consideration of the staff report and comments made at the public hearing, the Planning Commission unanimously voted to recommend approval of an amendment to a conditional use permit and site plan to allow 8 apartment buildings with a total of 122 attached multi-family dwellings units in the Multi-Family Residential Urban (MFU) zone subject to the original six conditions proposed by staff and added condition number seven as follows:

1. Prior to the issuance of a building permit, the applicant shall submit for and receive approval of a:
 - a. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.;
 - b. Infrastructure Zoning Development Permit, fees-in-lieu shall be submitted pursuant to MC 18.33.170.
 - c. ZDP's and Building Permits for all new construction, including:
 - i. All Civil/Construction drawings
 - ii. Final Drainage Report
 - iii. Final Landscaping Plan
 - iv. Final Site Plan
 - v. Final Floor Plans and Elevations
 - vi. Final Grading, Sediment and Erosion Control Plan (with BMP's)
 - vii. Final Utility Plan (water, sewer, power, etc.)
 - viii. Final Photometric Plan
 - ix. CO Stormwater Permit/Stormwater Management Plan
2. Coordinate with staff to modify the "Type A" building façade to better harmonize with the Woodland Park "mountain western" aesthetic.
3. A final 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.
4. The applicant must submit an updated grading plan to the City and CORE Electric Cooperative incorporating that the grade is not changing +/- 6 inches along Colorado State Highway 67.

5. All development impact fees must be paid prior to any ZDP issuance including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
6. The Applicant must submit traffic letter with addendum to CDOT and gain approval.
7. Designated trails and open space on the subject property must be accessible to the public.

ATTACHMENTS

- A. Ordinance No. 1450, Series 2023
- B. Planning Commission April, 13, 2023 Draft Minutes
- C. Applicant Application
- D. Updated Landscape Plan

**CITY OF WOODLAND PARK
ORDINANCE NO. 1450, SERIES 2023**

AN ORDINANCE APPROVING AN AMENDMENT TO A CONDITIONAL USE PERMIT AND SITE PLAN, FOR 18.09090.N.5 “APARTMENT BUILDING(S) ON A SINGLE LOT” USE LOCATED ON TAMARAC PARKWAY WITH A LEGAL DESCRIPTION OF LOT 6, TAMARAC TECH PARK FILING NO. 5 WITHIN THE MULTI-FAMILY RESIDENTIAL-URBAN ZONE DISTRICT.

WHEREAS, the City of Woodland Park previously approved Ordinance No. 1409, Series 2021 granting a Conditional Use Permit, Preliminary Plat and Site Plan Review for a multi-family dwelling unit development including three apartment buildings (112 units) on a single lot and 55 townhomes on Tamarac Parkway within the Multi-Family Residential-Urban Zone District, with a legal description of Lots 6 and 7, Tamarac Tech Park Filing No. 5; and,

WHEREAS, the City of Woodland Park has subsequently received a request to amend the prior Conditional Use Permit and Site Plan for Lot 6, Tamarac Tech Park Filing No. 5 to instead allow a multi-family dwelling unit development for eight apartment buildings (122 units) on a single lot in the Multi-Family Residential-Urban Zone District; and,

WHEREAS, an application to amend and establish said conditional use and site plan as it pertains to Lot 6 Tamarac Tech Park Filing No. 5 has been submitted and considered in accordance with City Municipal Code Chapter 18.57 and other applicable regulations; and,

WHEREAS, in accordance with Municipal Code Sections 18.57.050 and 18.72.060 and Charter Sections 7.6 and 15.7 b.1., public notices were published in the Pikes Peak Courier; signs were posted; surrounding property owners’ letters were mailed; and

WHEREAS, the Woodland Park Planning Commission considered the request on April 13, 2023 and recommended approval with conditions based on evidence in the staff report and presented at the public hearing; and,

WHEREAS, City Council has considered the request, the Planning Commission recommendations, and after holding a public hearing finds that, as detailed in the staff report and at the public hearing, the standards for granting approval of a Conditional Use Permit and Site Plan Review have been satisfied; and,

WHEREAS, Ordinance 1409, Series 2021, as it pertains to Lot 7 Tamarac Tech Park Filing No. 5 remains in effect; and

NOW, THEREFORE, THE CITY OF WOODLAND PARK, COLORADO,
ORDAINS THAT THIS ORDINANCE IS HEREBY ADOPTED AS FOLLOWS:

Section 1. Property Description. The property is legally described as Lot 6, Tamarac Tech Park Filing No. 5, Woodland Park, Teller County, Colorado.

Section 2. Public Notice. All applicable notice requirements pursuant to the Municipal Code have been satisfied.

Section 3. Approvals. This property is hereby approved for a Conditional Use Permit, “Apartment Building(s) on a Single Lot” use subject to the following conditions:

1. Prior to the issuance of a building permit, the applicant shall submit for and receive approval of a:
 - a. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.;
 - b. Infrastructure Zoning Development Permit, fees-in-lieu shall be submitted pursuant to MC 18.33.170.
 - c. ZDP’s and Building Permits for all new construction, including:
 - i. All Civil/Construction drawings
 - ii. Final Drainage Report
 - iii. Final Landscaping Plan
 - iv. Final Site Plan
 - v. Final Floor Plans and Elevations
 - vi. Final Grading, Sediment and Erosion Control Plan (with BMP’s)
 - vii. Final Utility Plan (water, sewer, power, etc.)
 - viii. Final Photometric Plan
 - ix. CO Stormwater Permit/Stormwater Management Plan
2. Coordinate with staff to modify the “Type A” building façade to better harmonize with the Woodland Park “mountain western” aesthetic.
3. A final 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.
4. The applicant must submit an updated grading plan to the City and CORE Electric Cooperative incorporating that the grade is not changing +/- 6 inches along Colorado State Highway 67.
5. All development impact fees must be paid prior to any ZDP issuance including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
6. The Applicant must submit traffic letter with addendum to CDOT and gain approval.

Section 4. Recitals. The recitals contained in this Ordinance constitute the findings of City Council and are incorporated herein by reference.

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

Hilary LaBarre, Mayor

ATTEST:

Suzanne Leclercq, City Clerk

WOODLAND PARK PLANNING COMMISSION
MEETING MINUTES for April 13, 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: March 23, 2023

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

NO: None.

ABSTAIN: Larsen.

Motion PASSES 5 – 0 with one abstention.

4. PUBLIC HEARINGS

- A. CUP/SPR2023-01 Tamarac Apartments:** A request by Mountain Starr Investments, LLC. (Property Owner) and Creighton Soukup (Applicant) to approve an amendment to a conditional use permit and site plan to allow 8 apartment buildings with 122 attached multi-family dwelling units in the Multi-Family Residential Urban (MFU) zone. The subject property is a 7 acre parcel located at the end of Tamarac Parkway and is known as Lot 6 Tamarac Tech Park Filing No. 5, City of Woodland Park, Teller County, Colorado. (QJ)

Senior Planner Gates presented the staff report, explaining the location, current zoning, and history of the property. Lot 6 was zoned MFU in 2014. The 2021 CUP/SPR for a multi-family residential development on Lots 6 and 7, consisting of a combination of 55 townhomes and three apartment buildings for a total of 167 units (132 dwelling units on Lot 6 and 35 dwelling units on Lot 7) and a gross density of 13.46 dwelling units/acre, is valid until December 2023.

According to 18.09.090, multi-family proposals in a Multi-Family zone require a conditional use public process and a preliminary site plan. This application amends the type of dwelling unit, only includes Lot 6, and revises the site plan. The final site plan will be reviewed administratively.

Two different types of apartment buildings are proposed: Type A consists of 72-dwelling units in three buildings with one- and two-bedroom units, up to 1,078 sf, with a 30' height. Type B consists of 50 dwelling units in five building with one-

and two-bedroom units up to 620 sf, and a height of 28' 10". He then reviewed the Municipal Code Section 18.57: Conditional Use Permit analysis. This application met all noticing requirements and was referred to the proper external agencies. One comment was received from CORE to resubmit a grading plan, which is now in the conditions of approval. No public comments were received for this proposal.

City Staff inadvertently routed this proposal to the Parks & Recreation Advisory Board who reviewed this application on April 12, 2023 and recommended accepting fees in lieu of land, \$2,352 per residential units (122) for a total of \$286,944. However, per City Code, the applicant is not required to pay fees in lieu of land because this is not a subdivision. Regional Park Fees, based on the number of bedrooms, will be required at time of ZDP.

Mr. Gates concluded his presentation with the Staff recommendation of approval of an amendment to a conditional use permit and site plan to allow eight apartment buildings with a total of 122 attached multi-family dwelling units in the Multi-Family Residential Urban (MFU) zone subject to the following conditions:

1. Prior to the issuance of a building permit, the applicant shall submit for and receive approval of a:
 - a. Final Site Plan for a permitted use including landscaping, drainage, architectural elevations, access, etc.
 - b. Infrastructure Zoning Development Permit, fees-in-lieu shall be submitted pursuant to MC 18.33.170.
 - c. ZDP's and Building Permits for all new construction, including:
 - i. All Civil/Construction drawings
 - ii. Final Drainage Report
 - iii. Final Landscaping Plan
 - iv. Final Site Plan
 - v. Final Floor Plans and Elevations
 - vi. Final Grading, Sediment and Erosion Control Plans with (BMP's)
 - vii. Final Utility Plan (water, sewer, power, etc.)
 - viii. Final Photometric Plan
 - ix. Colorado Stormwater Permit, Stormwater Management Plan
2. Coordinate with staff to modify the "Type A" Building façade to better harmonize with the Woodland Park "mountain western" aesthetic.
3. A final 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.
4. The Applicant must submit an updated grading plan to the City and CORE Electric Cooperative incorporating that the grade is not changing +/- six inches (6") along Colorado State Highway 67.
5. All development impact fees must be paid prior to any ZDP issuance including but not limited to tap fees, stormwater capital improvement fees, transportation capital fees, etc. Fees shall be calculated concurrent with the ZDP review.
6. The Applicant must submit a traffic letter with addendum to CDOT to gain approval.

Commissioners asked for clarification on the Regional Park Fees. Chapter 17 in the Municipal Code and Ordinance 1632 Series 1994 states that the developer must dedicate park land or pay fees in lieu of land at time of subdivision, not at Conditional Use or Site Plan approval. The 2021 CUP/SPR approval included a townhome subdivision, triggering park fees. Since this application proposes all eight buildings as rental units under one

ownership/management company, it does not qualify as a subdivision or require land dedication. Vice-Chair Brown said the original 2021 CUP had a fairly unusual park land set-up, and was part of a two-lot provision, half of which still exists. Director Schminke's position is that conditions would still apply to both lots, but at this time the applicant is asking Planning Commission to change the CUP associated with Lot 6, so the land dedication requirement would go away. The Fees in Lieu would apply to Lot 7 if the developer proposed townhome or condo plats.

Chair Hartsfield invited the applicant to make their presentation.

Curt Soukup, the owner and developer of this project, presented the proposal, agrees with the conditions proposed by staff, and introduced Creighton Soukup, the COO, and Mike Bramlet, the engineer for the project. Mr. Bramlet presented the site plan, and believes all issues can be addressed. Each building has its own water, sewer, and fire service. The stormwater system collects water from all of Lot 6 and some of Lot 7, and discharges it to the west, which is consistent with the 2021 approved CUP. CORE's condition has to do with an existing conduit in the ROW not being disturbed.

Mountain Starr Investments applied for this CUP amendment because they do not build a for-sale product, do not allow subletting or STRs, combine a model unit with an property management office, and do not offer common spaces. This application does not include Lot 7, but are interested in purchasing it and are open to park fees. Mr. Bramlett addressed the parking concern saying the 211 parking spaces proposed for 122 units meets the code. There are no additional parking spaces for visitors. The trash enclosures occupy some of the previously planned spaces. Commissioner Brown brought up the ratio of one-bedroom to two-bedroom apartments as affordable family housing is an issue.

Then the discussion turned to park land and fees in lieu of in this proposal, especially with the relative high density and lack of parks & open space proposed. The original 2021 CUP was for lots 6 and 7, the original developer had agreed that the open space was to be public park secured in a plat note on the recorded plat. Director Schminke found that the original CUP had 6.5 acres of open space which included park amenities, playground equipment, and walking trails, PRAB review the 2021 proposal, and the 2021 CUP ordinance included that all future final townhome plats would include a statement to allow the general public access and use of the development's parks, open space, trails, and recreational amenities. The amenities on Lots 6 and 7 were connected by a 2/3 mile-long trail. The applicant referred to the proposed landscape plan, which includes a trail around Lot 6, connecting to Lot 7, and playground space and picnic tables, but they removed the outdoor workout equipment from the plan. Brown reminded everyone that the standard of approval is that the project is in the best interest of the City. This is a couple hundred people living in an area with no parks nearby. Commissioner Harvey said she would feel more comfortable with a condition for a trail. Mr. Bramlett said the park option was in lieu of fees, the park system was mostly in Lot 7. But Lot 6 and 7 were reviewed together, which makes it hard to change. The applicant plans on purchasing Lot 7, creating the park as designed, but will not subdivide, instead will build apartments.

Planning Director Schminke said only Lot 6 was noticed for this evening, Lot 7 is not included in this proposal. The CUP for Lot 7 is still in place, including the conditions. The applicant has not completed the purchase of Lot 7 yet. The minutes must state the intent of the applicant.

Todd Wiseman, 338 High View Circle, is encouraged by the thoughtfulness of the Commission on this application and he shared several concerns. Originally we were talking about 167 units across 14 acres (both lots 6 & 7), about 11 units/acre. This application calls for 122 units on only 7 acres (lot 6 only), 17.5 units/acre, a 52% greater density. This area of town was originally designed for light industrial at the end of a cul-de-sac to possibly 600 people living at the end of this cul-de-sac. One concern is open space and access to

amenities. He showed the original plan and compared it to the proposed Lot 6 plan, which is eight buildings and parking lots. He thinks the density should be spread out with more amenities.

Cindy Weiss, 3229 Regent Drive, is 6 lots away from this proposed development and stated her property value will suffer greatly from this development due to the density, traffic, and lack of open space. She requested that they consider a different plan for this property. She thinks that the Commission should consider the people who have worked their entire lives to afford to live in a mountain community like this. When she was first married, she lived with Section 8 housing just 10 houses down. She and her husband have worked hard to not live that way again. She already has a trailer home that was supposed to be sweet and appropriate for the area, but now there's a big wart in there with a two-story building that has a garage underneath it and is surrounded by trailer homes. She didn't work her whole life to have her house that's worth close to \$750,000 be devalued by a bunch of apartments and too high of density. She's very disappointed that Woodland Park has decided to be another Colorado Springs, Denver, or Fort Collins, it's one big city all the way to Cheyenne, WY. It's especially a travesty to those people who moved here to be in a mountain town.

Rick Willbanks asked about the site plan: is there still a 25' buffer and fence?

Wiseman got up and said he talked to CJ today, he intimated that the conditions would go to City Council and be administered by a ZDP. The only time it gets public input is right now. If we just leave it to Staff discretion, that does not go through public process.

Joe Fury of 565 Pembroke Drive spoke via Zoom. In 2014, this property was zoned light industrial, and to the protest of a number of residence, the PC changed the zoning. In 2021, this property was proposed for a mix of townhomes and apartments. Now the density is proposed to be even more. And now you're putting in a high density neighborhood that is completely inappropriate for the surrounding area. This is presented to you so you could use some judgement. He was concerned about emergency evacuation onto a 2-lane road. This makes it seem like there is no real zoning in Woodland Park. Someone needs to stick up for the residents and taxpayers who are already here, this request is just way overboard.

Jenn Johnson, via zoom, asked if the code allows that many residents to have only one access point, and was concerned about parking. She works for Black Hills Energy, and lives in South Dakota. She has seen parking become a huge issue as more apartments are being built with not enough parking, and is concerned people will park in the grass, along Highway 67, or along Tamarac. She's also concerned about ingress/egress and only one lane going each way on Tamarac.

Chair Hartsfield made a few more comments: The original proposal had 132 units on Lot 6, this proposal is for 122. Lot 7 originally had 35 units proposed, but we are not looking at Lot 7 tonight. The actual density proposed tonight is less than what was proposed in 2021. He invited the applicant to respond to the public comments.

Mike Bramlet addressed the technical issues: they worked with CDOT when they did the Lot 6 & 7 2021 proposal. Emergency access was an issue. This site plan still shows an emergency access onto Highway 67, although it's not an open access. The fire department or emergency services would have a Knox box on it. They are working with the City on the tamarac cul-de-sac. One of the items in the traffic study is to get the traffic to go in a circular motion, maybe put an island in to direct traffic in a right turn counter-clockwise circular motion.

The applicants said their townhome project in Georgetown actually increased in property value. Higher density allows for more support of businesses, churches, and increases tax revenue base. They proposed more parkland and parking, noting the traffic consultant actually reduced the traffic density.

Vice-Chair Brown, sympathetic to the public comments made, noted that while the City allows up to 20 units per acre in MFU, is not sure this part of town should be so dense, but this proposal is reasonable. Condition #6 requires CDOT approval of a traffic letter for SH 67.

Hartsfield asked for clarification on the fees in lieu of park land/open space issue. The City Attorney clarified that Planning Commission cannot issue conditions if they are not required by code unless voluntarily agreed to.

Director Schminke suggested, that the applicant has indicated an interest in both lots, an option would be to withdraw the application and resubmit a holistic proposal for Lots 6 and 7. The applicant was not interested in that option as it would be a significant delay and hardship. The applicant suggested a condition for Lot 7, but Larsen said they had to be careful because of ownership.

Harvey clarified that the original consideration is that the previous conditions were for two lots, and the applicant has agreed that Lot 6 is going to incorporate a trail and some recreational areas not necessarily open to public access. Then we got into the discussion that the previous ordinance included open access to public area and included Lot 7. At this point, we are only considering Lot 6, and in the staff report to City Council can include the Planning Commission's discussion that the original CUP included two lots. One of those lots had open space that would be open to the public and that the applicant at a future date will come back to the Planning Commission with the site plan for Lot 7 and has indicated that he will continue to maintain an open space and also consider additional parking. The Planning Commission is hindered because they are only discussing Lot 6. Director Schminke said that the staff can add a section in the Staff Report recommending it to City Council. Harvey said the PRAB statement is also only a recommendation, not a requirement. Schminke said that there are requirements for open space in PUDs, and clear park land dedication/fee in lieu of for a subdivision, but she hasn't found a park land dedication requirement for this type of development.

An suggestion to table the decision was not supported. Harvey suggested that there be wording in the staff report that this application is for only Lot 6, the original CUP was for Lots 6 and 7, which included public open space on Lot 7, and the applicant was amenable to continuing to provide public open space on Lot 7. In the packet, there is information related to a proposed trail, open space, and emergency access. Planning Commission may choose to add a Condition #7 that says either prepare a better site plan that delineates those aspects that goes to City Council for final consideration. The applicant has the site plan that shows the trail and will send it to CJ so the PC can see the initial submitted plan.

MOTION: Harvey motioned to approve the applicant's request with the staff's recommended conditions with an edit to those conditions that addresses parking, open space, emergency ingress and egress sites on the final site plan.

She then amended her motion and Kennedy seconded to approve with conditions as the staff has recommended. Brown thought it seemed like they should add a Condition #7 appropriate provisions be added to access the open space provided on Lot 6. Harvey and Kennedy then withdrew their motion and second.

Harvey then moved and Kennedy seconded to approve an amendment to a conditional use permit and site plan [a request by Mountain Starr Investments, LLC. (Property Owner) and Creighton Soukup (Applicant)] to allow 8 apartment buildings with 122 attached multi-family dwelling units in the Multi-Family Residential Urban (MFU) zone with the Staff Conditions and an additional Condition 7 for: Appropriate language shall be added to provide for public access to the park, open space, and trail facilities provided on the parcel.

Kennedy commented to the public commenters that he thought this project is reasonably separated from adjacent properties, this area was zoned MFU in 2014, the original CUP was approved for higher density in 2021, and this submittal allows the applicant to change the structure of the buildings and go to a lower density. It's not a decision to do it or not do it at this point, that was already decided by others long ago. This is just an adjustment to something that was already approved a few times. .

YES: Brown, Harvey, Kennedy, Larsen, Nielsen, Hartsfield.

NO: None.

This case will go before City Council for a Public Hearing on May 18, 2023.

Chair Hartsfield called a 10-minute recess.

5. NEW BUSINESS

- A. POD2023-01 TAVA House Properties Woodland Station Plan of Development:** A request from TAVA House Properties, LLC for Planning Commission recommendation on a Plan of Development for 6.63 acres that is commonly known as "Woodland Station", located at 201 Saddle Club Ave with a legal description of 24-12-69 PT E2 as Desc at 632409 Exc Woodland Station 1, and is zoned CBD/Woodland Station Overlay. (QJ)

Director Schminke presented the staff report, first reviewing statutory provisions from C.R.S. 31-25-807(4) that give the planning commission 30 days to review and provide comment on a plan of development (POD), and that the City Council will hold a public hearing on the proposed POD and must make specific findings as required by statute. She next reviewed relevant statutory definitions and background information noting the location of the subject property, that the City adopted a Foundation Plan for the subject property in 2002, the Woodland Station Overlay District (WSOD) was established in 2007 with the intent of architectural and planning component guidelines to achieve a scale and quality consistent with the key location of the Woodland Station in the heart of the Central Business District (CBD) zone, and Resolution No. 677 provides design guidelines for development within the WSOD. She next reviewed the intent of both the CBD zone and the Woodland Station Overlay District, brought attention to the list of relevant policies from the Comprehensive Plan that was included in the staff report, and that the Comprehensive Plan Future Land Use Map shows the area as downtown mixed use.

Director Schminke next reviewed each of the four phases of the POD proposed by Tava House Properties (Tava). In each phase she summarized the information provided by Tava noting the developer, the proposed uses, the size of the land area, proposed building square footage, estimated employment, and timing for construction.

She also drew attention to the section of the staff report that listed other considerations that would be reviewed in more detail at the time of subdivision and subsequent site plan reviews. These items included lot configuration, infrastructure, environmental concerns, site access and circulation. Director Schminke noted that since the primary access into the property is from Highway 24, CDOT review and approval is required and they may require improvements such as changes in signalization or turning lanes, which could potentially impact Bergstrom Park. She also identified land uses, parking, architectural design and landscaping, parks & trails, and historical assets as items that would be addressed in more detail in subsequent applications.

Director Schminke concluded the presentation by reviewing the criteria for which City Council will need to make findings. She referenced the staff report where questions were raised regarding the very conceptual nature of the proposed POD, if it provides a clear picture of how

the project will meet the vision depicted in the comprehensive plan, and if it will afford maximum opportunity, consistent with the sound needs and plans of the municipality as a whole for development. The final recommendation was:

if the Planning Commission finds the 2023 TAVA House Properties Woodland Station Plan of Development for the 6.33 acre parcel commonly known as "Woodland Station," located at 201 Saddle Club Avenue meets the following conditions:

- There is a need to take corrective measures in order to halt or prevent deterioration of property values or structures, within the POD area, or
- To halt or prevent growth of blighted areas therein, or any combination thereof
- And if it further finds that the plan will afford maximum opportunity, consistent with the sound needs and plans of the municipality as a whole, for the development or redevelopment of the POD area,

then the Planning Commission should recommend City Council adopt a resolution approving and adopting the 2023 TAVA House Properties Woodland Station Plan of Development (POD).

Chair Hartsfield opened the discussion. Vice-Chair Brown noted that other municipalities in Colorado post their PODs on their websites, generally the PODs describe the whole downtown area, attributes they are looking for, and look like the foundation plan for Woodland. He asked if the Foundation Plan could serve as the POD and that while the DDA may have a good recommendation, the Planning Commission may not have the expertise to validate that. Director Schminke offered that statute is pretty open to what the Planning Commission recommends to City Council, who has the ultimate authority.

Commissioner Nielsen clarified that since the DDA is conveying the development of this publicly owned parcel to TAVA House, a private entity, the POD needs to be approved so the community knows what to expect from the developer.

Commissioner Kennedy noted this plan is for four phases over a substantial period of time with the entire parcel conveyed up front and had concerns regarding the developer performing as expected over all four phases. Director Schminke stated there are a variety of documents City Council will consider and those address conveyance of the property, development agreements, and non-performance clauses.

Commissioner Kennedy brought up concerns regarding parking for the development and if this proposal will maximize development in this area. Commissioner Brown stated that the need to make a finding regarding optimizing development brings in the prior Commissioners' comments and the questions raised in the staff report, and this then suggests that the Planning Commission does not have enough information to determine if this is optimal development.

Director Schminke clarified for the Commission that the application was received in the Planning Office on March 29th and statute provides a 30 day time for their review. She also relayed that the DDA and the developer would appreciate final comments this evening.

Commissioner Larsen read the last paragraph on page 13 of the staff report and asked Director Schminke if these item would be adequately addressed in a preliminary or final plat process. Director Schminke replied that it is her understanding the process will address all that and the developer will answer those questions for himself as they move forward in the process and once they dive into development costs this will help their vision mature and further define what each phase will look like. She further commented that the purpose of these questions was to flag these items and reassure everyone this was looked at, but it is ultimately the developer's responsibility, and the City is putting together contract to ensure we have recourse if they are not able to perform.

Commissioner Larsen also noted that the fourth phase proposes a use that is in direct conflict with the current City Code provisions of having residential uses on the first level in the Woodland Station Overlay District.

Chair Hartsfield invited Tony Perry, Chair of the DDA to speak. Mr. Perry clarified that “what’s in the very simple, aspirational development plan is just residential, they are not proposing single-family residences”. Residential use is permitted in the overlay and in the future they would meet all the code requirements or request code amendments.

Mr. Perry then reviewed the documents Council will be considering which include a contract for the property itself and City Council will have to consider if this is fair value. Other documents include a contract addendum which lays out phases one through four with financial penalties for non-performance on those phases. TAVA House Properties also agreed to a Performance Deed of Trust which will make it easier to get the property back if they don’t perform.

Mr. Perry continued his comments saying, the Planning Commission is simply determining if this plan of development is reasonable. The DDA and Tava would prefer the Planning Commission say ‘no’ to this plan rather than delay a decision or preferably vote ‘yes’, and put this in the hands of City Council.

Commissioner Harvey questioned why more than just Phase I is being considered at this time. Mr. Perry mentioned stated Tava is paying ‘fair value’, which is different from ‘fair market value’ and is appropriate given some other issues, such as stormwater, that will need to be addressed and the market will dictate phases 2, 3, & 4.

Commissioner Nielson asked for additional clarification regarding impacts to Bergstrom Park. Mr. Perry explained that the historic assets will not remain in their current location and that Tava is taking responsibility for relocating these and they will bear the cost of that. He noted there has been a number ideas, such as locating these adjacent to the proposed square, or another location in the region.

Commissioner Nielson asked if water usage for this development has been identified. Mr. Perry replied that the only uses confirmed at this time are a restaurant and banquet facility.

There was further discussion regarding the residential use in Phase 4 and the possibility of ‘mixed-use’. Mr. Perry committed that future proposal would comply with City regulations.

Commissioner Nielson inquired if TAVA House had plans to sell Phase 4 to let someone else develop it. Mr. Perry confirmed another entity could develop Phase 4.

Chair Hartsfield and the rest of the Commission continued their discussion. There were concerns with the vagueness of Phases 2 through 4, the desire to clearly denote ‘mixed-use’, concerns that ‘mixed-use’ is not currently codified, and the desire to see Phase 4 as not solely residential.

Commissioner Brown stated confidence in the folks putting all this together and that they are making sound decisions, but he does not have enough information to support that. There was also concern that they did not have enough time to develop a list of concerns regarding the POD.

Commissioner Nielson asked if a subsequent phase of the development is transferred to another developer who then defaulted, do the penalties in these initial contracts carry forward to a new owner? Mark Weaver talked through the process for the Commission. City Attorney, Nina Williams, said that there are many provisions in the contract protecting the city, these document get recorded and these provisions transfer to the new owner.

Chair Hartsfield asked which types of applications the Planning Commission would review for each of these development phases. Director Schminke replied the Planning Commission would see the subdivision of the land.

Commissioner Harvey stated she believes they meet all three of the statutory requirements. There was additional discussion regarding maximum opportunity and all want the Tava House to be successful.

Commissioner Larsen motioned and Commissioner Harvey seconded that the Planning Commission recommend to the City Council adoption of a Resolution of approving and adopting the 2023 Tava House Woodland Station Plan of Development (POD) based on meeting the criteria found in CRS 31-25-807 (4)(d), and finds that the plan will afford maximum opportunity consistent with the sound needs and plans with the City of Woodland Park as a whole, for the development of the 2023 Tava House Woodland Station Plan of Development buildable area. Commissioner Harvey seconded.

The motion was discussed and then withdrawn for amendments. A discussion ensued on how to word the motion.

Commissioner Kennedy motioned that Planning Commission provide a recommendation to City Council to proceed with their hearing to review the Tava House Properties Plan of Development for the Woodland Station based on meeting the criteria found in CRS 31-25-807 (4)(d), and finds that the plan will afford maximum opportunity consistent with the needs and plans of the City of Woodland Park as a whole for the development of the 2023 Tava House Woodland Station Plan of Development. Commissioners further discussed if the motion should include that City Council should have sufficient information to make the decision. This motion died for lack of a second.

MOTION: Vice Chair Brown moved, and Commissioner Harvey seconded, that the Planning Commission finds there may be sufficient information for the City Council to find the statutory conditions set forth in CRS 31-25-807 (4)(d) are satisfied.

YES: Harvey, Kennedy, Larsen, Nielsen, Hartsfield, Brown.

NO: None.

Motion passes 6 – 0.

6. **ADJOURN:** The meeting was adjourned at 9:40 p.m.

Approved this _____ day of _____, 2023 by

Ken Hartsfield, Chair

Planning Application Entry Form

[Print Record](#)[Go To Development Fees Receipt Form](#)ID Permit Number Project # EXT/Case # Public Hearing Required ☐Date Received Date Routed Date Initial Permit Approved *Date Permit Paid

Open Permit Comments

Request for site plan review to develop Lot 6 with an 8-building, 122-unit apartment complex with associated parking, utilities, and drainage improvements.

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

Project Type Project Type Number Project Classification Non-Profit, Residential or Commercial Date CO Requested Temp CO Auth Approved Date Temp CO Expires

NOTE: Above Field required only for SINS and TUPs

Project Name Site Address Number Site Address Name Lot Number Block Number Subdivision Filing # Applicant Business Name App First Name App Last Name App Phone Number PO Box Mailing Address Street # Mailing Address Street Name City State Zip Code Owner First Name Owner Last Name Zone Class Applicant Project Value

UTILITIES SECTION

Tap Allocation Date Allocation Exp Date Water Tap # Sewer Tap # Tap Paid Date Tap Exp Date Taps Refunded ☐Inside/Outside User Meter Installed ☐

Filed in Area

City of Woodland Park

Print
Record



Planning Department Routing/Comment Form

ID		Project Name	Lot 6, Tamarac Tech Park #5 Apartments CUP &		Project # EXT/Case #:	CUP/SPR2
Permit Number	202301010	Site Address Number		PO Box		
Date Received:	1/12/2023	Site Address Name			Mailing Address #	137
Project Type	CUP/SPR	Lot Number	6	Block #		Mailing Street
Project Type Number	2 /	Subdivision	Tamarac Tech Park	Filing #	5	App Phone
Project Classification	CUP/SPR	Applicant Business Name	CO F5 LLC			
Residential or Commercial	Residential	App First Name	Creighton	App Last Name	Soukup	

ZDP Required	☐	Public Review Required	☒	Lead Staff Person	CJ Gates
Board of Adjustment Date		Date Routed	1/17/2023		
Planning Commission Date	3/9/2023	Comments Due Back to Planning	1/31/2023		
City Council (1st Reading)	4/6/2023	Comments Rec'd	☐	Filed in Area:	
City Council (Public Hearing)	4/20/2023			Planner Office	

Comments Received

City Manager	☐		Building Dept	☐	
City Clerk	☐		Fire District	☒	
City Attorney	☐		Re-2	☐	
Utilities Department	☒		URS	☐	
City Engineer	☒		IREA	☒	
City Inspector	☒		Black Hills	☒	
Finance Department	☐		CDOT	☒	
Planning Director	☒		CenturyLink	☒	
City Planner	☒		TDS Telecom	☐	
Police	☒		Other:	☒	
Parks & Rec	☐				
Economic Development	☐				

Important Information

Administrator
Routing Instructions:

City of Woodland Park Development Fees Receipt

Print
Record



ID		Project Name	Lot 6, Tamarac Tech Park #5 Apartments CUP		
Project #	202301010	Site Address #		Site Address	
Project # EXT/Case #	CUP/SPR2023-0	Lot #	6	Block #	
		Subdivision	Tamarac Tech Park		
Date Initial Permit Approved		Filing #	5		
Project Type	CUP/SPR	Applicant Business Name	CO F5 LLC		
Project Type Number	2 / 4	App First Name	Creighton	App Last Name	Soukup
Project Classification	CUP/SPR	Filed in Area:	Planner Office		
Residential or Commercial	Residential				

Building Fees	\$0.00	Account Number 100-000-3433	PPRBD Building Fees
Regional Park Fee	\$0.00	Account Number 100-000-3651	
Water Plant Investment Fee	\$0.00	Account Number 510-343-3465	
Water Physical Connection	\$0.00	Account Number 510-342-3462	
Sewer Plant Investment Fee	\$0.00	Account Number 520-348-3475	
Sewer Physical Connection	\$0.00	Account Number 520-347-3472	
Water Right Fee	\$0.00	Account Number 510-344-3468	WATER Rights Fees
Reimbursement Agreement	\$0.00	Account Number 520-000-1920	
Stormwater Capital Fee	\$0.00	Account Number 420-000-3486	
Transportation Capital Fee	\$0.00	Account Number 410-000-3654	
Water Development Fee	\$0.00	Account Number 510-343-3467	
Zoning Development Permit Fee	\$1,589.00	Account Number 100-000-3431	
Other Fees	\$0.00	Account Number	
Description of Other Fees			
Use Tax Fee	\$0.00	Account Number 100-000-3142	
Total Amount Due	\$1,589.00	Date Permit Paid:	1/12/2023
Amount Receiv	\$1,589.00	Rec'd By	AW
		Date Payment Received	1/12/2023
		Check #	176



2023 GENERAL APPLICATION

(Revised 1/1/2023)

received
3/21/2023

Project # 202301010Case # CUP/SPR2023-01

Fee(s): See City of Woodland Park

Fees Sheet (Plus publication/recording fees, as applicable)

Originally submitted 1/12/2023Resubmitted 3/21/2023

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 Creighton Soukup
- b. Project Coordinator ☒ Property Owner ☐ contingent property owner
- c. Mailing Address 137 Main Street Suite G-003W, Edwards CO 81632
- d. E-mail Address creighton@rangecolorado.com
- e. Phone Numbers Home _____ Work _____ Mobile 9703767670

2. Property Owner Information (if different from above)

- a. Name Mountain Starr Investments, LLC Project Contact? Yes ☐ No ☒
- b. Mailing Address 7871 Lefthead Canyon Dr, Jamestown CO 80455
- c. E-mail Address _____
- d. Phone Numbers Home _____ Work _____ Mobile _____

3. Site Information

- a. Site Address Lot 6 Tamarac Tech Park Filing No 5
- b. Lot 6 Block _____ Subdivision Lot 6 Tamarac Tech Park Filing No 5
- c. Property Zoning MFU Lot Size 7 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 Tamarac Apartments
- b. Brief Description of Project/Request Request for conditional use permit to develop Lot 6 with an 8 building, 122 unit apartment complex with associated parking, utilities, and drainage improvements.

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 Paul Brady
- ii. Firm Name Godden Sudik
- iii. Physical Address 5975 S. Quebec Street Suite 250 Centennial CO 80111
- iv. Mailing Address same
- v. E-mail Address pbrady@goddensudik.com
- vi. Phone Numbers: Business _____ Mobile 303.803.8897

b. Engineer

- i. Project Contact Ryan Burns
- ii. Firm Name JR Engineering
- iii. Physical Address 5475 Tech Center Dr, Suite 235, Colorado Springs, CO 80919
- iv. Mailing Address same
- v. E-mail Address rburns@jrengineering.com
- vi. Phone Numbers: Business 30326761778 Mobile 2035778656

c. Planner

- i. Project Contact Creighton Soukup
- ii. Firm Name COF 5 LLC
- iii. Physical Address 137 Main Street Suite G-003W Edwards Co 81632
- iv. Mailing Address same
- v. E-mail Address creighton@rangecolorado.com
- vi. Phone Numbers: Business _____ Mobile 9703767670

d. Surveyor

- i. Project Contact Eric Simonson, PLS
- ii. Firm Name Rampart Surveys
- iii. Physical Address 1050 Tamarac Parkway Woodland Park CO 80863
P.O. Box 5101 Woodland Park, CO 80866
- iv. Mailing Address _____
- v. E-mail Address Eric@rampartls.com
- vi. Phone Numbers: Business 719-687-0920 Mobile _____

e. Other (specify role) _____

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

6. Submittal Requirements

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

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

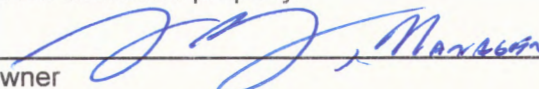
7. Applicable Code Sections

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

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

8. Certification of Ownership

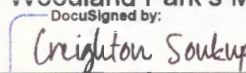
I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.

Owner  Date 3/13/2023

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.

DocuSigned by:
Applicant  Date 3/7/2023

City Use Only

1. Submission 3/21, 2023, taken by CJ Gates
Fee Received 1/12, 2023, taken by Amy Wolin
2. Application is deemed complete – OR – deemed incomplete and returned to applicant to complete on 3/21/23.
3. Public Hearing Notice
Published _____, 20____
Posted _____, 20____
Adjacent Property Notification _____, 20____.
4. Planning Commission Public Hearing 4/13, 2023.
Board of Adjustment Public Hearing (when applicable) _____, 20____.
5. City Council First Reading of Ordinance (if applicable) 5/4, 2023
City Council Public Hearing 5/18, 2023
Notes _____

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

Creighton Soukup
COF5 LLC
137 Main Street Suite G-003W Edwards, CO 81632

January 9th, 2023

Attn:

C.J. Gates – Senior Planner
City of Woodland Park
220 W. South Avenue , Woodland Park, Colorado

Re:

Tamarac Tech Park Lot 6
Conditional Use Submittal

We are requesting a Conditional Use Permit review for a multi-family residential project located on 7 acres, Lot 6 at Tamarac Tech Park. The property is zoned Multi-Family Residential Urban (MF-U) allowing attached residential dwelling units with a density range from 8du/ac to 20du/ac and is currently vacant. Lot 6 has been previously approved for 132 units - 112 multifamily and 20 townhomes. We are requesting approval for 122 multifamily units and no townhomes on Lot 6.

Context:

Bounded on the north by Shining Mountain Golf Course practice range and on the east by State Highway 67. The Post Office and a planned Neighborhood Commercial parcel are on the south. The Tamarac Tech Park Lot 7 is adjacent to the west property line. The property is served by municipal water and sewer and is accessible to vehicles and pedestrians. Vehicle access from Tamarac Parkway is by way an access easement north of the office building from the cul-de-sac.

Plan Intent:

The intent of the plan is to provide quality rental housing in a planned neighborhood open space & trail system. The plan provides for 122 total residential units across two building types on 7 acres with a density of 17 u/acre. All parking is provided in surface lots. There are 211 planned parking spots which meets the requirement.

- Apartment Type A: There are 72 apartment units in 3 buildings consisting of two unit types – one bedroom and two bedroom. The one bedroom, one bathroom unit is 808 sqft and the two bedroom, two bathroom unit is 1078 sqft. All units have balconies.
- Apartment Type B: There are 50 apartment units in 5 buildings consisting of two unit types – one bedroom and two bedroom. The one bedroom, one bathroom unit is 428 sqft and the two bedroom, two bathroom unit is 620 sqft. Units either have a balcony or walk out patio. Each building has 10 units and is designed to look like townhomes from the exterior.

A 30' open space & fence buffer is proposed from the State Highway 67 right of way. The closest residential structure is setback 35' from the edge of the SH 67 right of way. The road and parking areas will be maintained by a property management company.

Additional Project Information.

1. The parcel being developed is zoned Multi-Family Urban Residential and apartments are permitted uses. 112 multifamily units have previously been conditionally approved on Lot 6, and we are requesting for an additional 10 units for a total of 122 multifamily units on Lot 6.
2. Previously, Lot 6 was already conditionally approved for 138 units – 112 multifamily units and 20 townhome units. Our new proposed site plan decreases density to 122 total units.
3. Lot 7 is not a part of this plan.
4. The apartment buildings will have a maximum height of 30'.
5. The project will coordinate with the Postal Service to install a clustered mailbox structure.
6. The project is served by a private road with curb/gutter. The roadway is located within a 30' private access easement; with 10' utility easements on each side. Streetlights along the roadway are not proposed.
7. Public sanitary sewer, water lines and fire hydrants will be installed in the easements.
8. Private storm sewer lines and inlets will be installed to direct stormwater to a proposed private Full Spectrum Detention Pond A.
9. Construction drawings for City review and approval as the project progresses.
10. A private park and open space are provided throughout the project with a 6' wide crusher fine trail that will be maintained by the property management company.

Thank You,

DocuSigned by:

5828F3679F0D432...

Creighton Soukup, Principal
COF5 LLC

NOT FOR
CONSTRUCTION

RANGE DEVELOPMENT

1017 TAMARAC PRKW

NOT FOR CONSTRUCTION	DRAWN BY:	AV
	CHECKED BY:	KC
	ISSUE DATE:	01/03/2023
	REVISIONS:	

COVER SHEET

A0.0

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Godden | Sudik Architects & Planners, Inc.

TAMARAC APARTMENTS

1017 TAMARAC PRKW

WOODLAND PARK, CO

PROJECT DATA

LOCATION:
WOODLAND PARK, TELLER COUNTY, CO

ADOPTED CODES:
2015 INTERNATIONAL BUILDING CODE (IBC)

BUILDING TYPES:
DESCRIPTION: APARTMENTS
NEW CONSTRUCTION
3 STORY WOOD FRAME

PROJECT DIRECTORY

ARCHITECT
Godden|Sudik Architects
5975 S. Quebec St., Suite 250
Centennial, CO 80111
p: 303.455.4437
Contact: KIM COLVIN

MEP

LANDSCAPE

STRUCTURAL

CIVIL

DEVELOPER

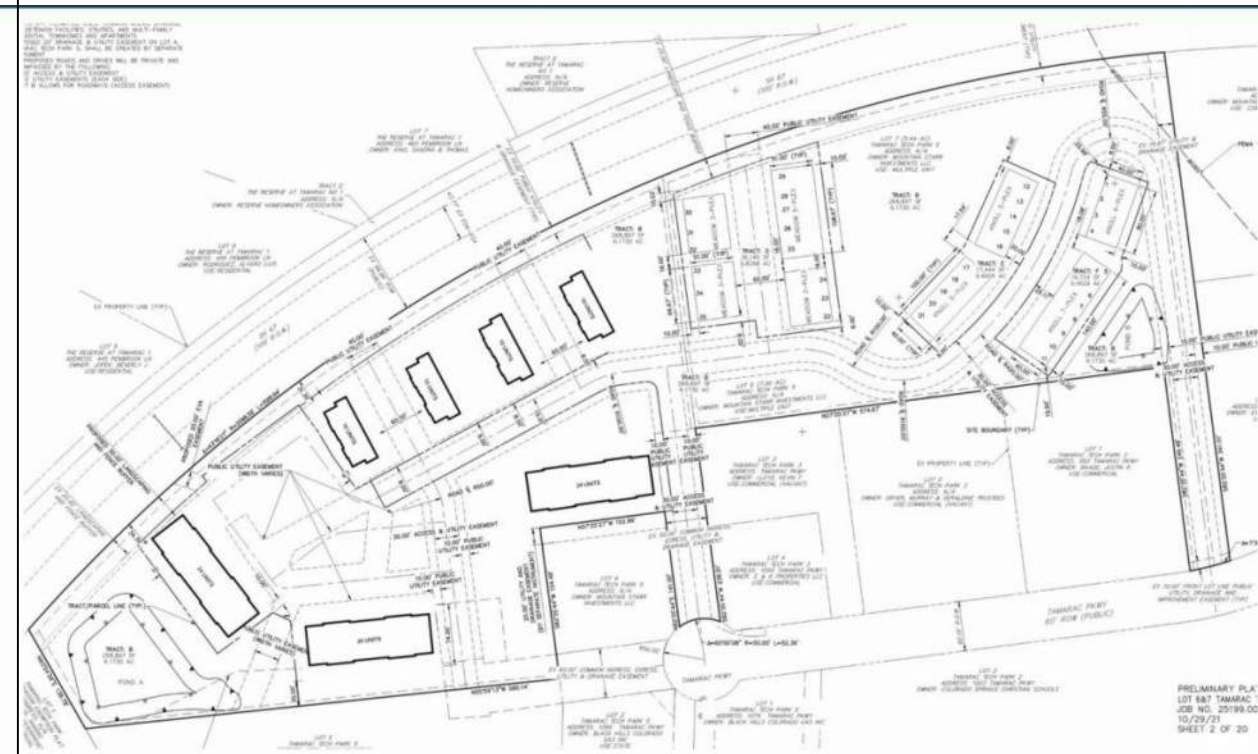
PROJECT INDEX

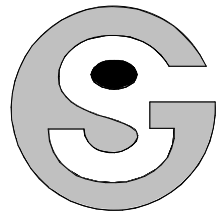
DRAWING INDEX	
SHEET NUMBER	SHEET NAME
A0.0	COVER SHEET
A0.1	WALL ASSEMBLIES
A0.2	ROOF / FLOOR ASSEMBLIES
A1.0	SLAB PLAN
A1.1	1ST LEVEL PLAN
A1.2	2ND LEVEL PLAN
A1.3	3RD LEVEL PLAN
A1.4	ROOF PLAN
A1.5	UNIT 1 PLANS
A1.6	UNIT 2 PLANS
A1.7	FRONT & RIGHT ELEVATIONS
A1.8	BACK & LEFT ELEVATIONS
A1.9	3D VIEWS
A2.0	STAIR PLAN
A2.1	STAIR SECTION

VICINITY MAP



SITE PLAN





Godden|Sudik
ARCHITECTS
SEE WHAT COULD BE
303.455.4437
www.goddensudik.com

5975 S. Quebec Street
Suite 250
Centennial, CO 80111

NOT FOR
CONSTRUCTION

RANGE DEVELOPMENT

1017 TAMARAC PRKW

DRAWN BY:
AV
CHECKED BY:
KC
ISSUE DATE:
01/03/2023

REVISIONS:

ROOF / FLOOR
ASSEMBLIES

A0.2

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Godden | Sudik Architects & Planners, Inc.

UL DESIGN NO. L587 FIRE RATING = 1 HR STC = 59+, IIC = 50+ (PER D6435, (22-28)))
April 14, 2022

Unrestrained Assembly Rating — 1 Hr
Finish Rating — 22 Min

This design was evaluated using a load design method other than the Limit States Design Method (e.g., Working Stress Design Method). For jurisdictions employing the Limit States Design Method, such as Canada, a load restriction factor shall be used — See Guide BXUV or BXUV7

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

1. **Flooring System** — The flooring system shall consist of one of the following:
System No. 2

Subflooring — Nom 23/32 in. thick wood structural panels installed perpendicular to trusses with end joints staggered. Plywood or panels secured to trusses with construction adhesive and No. 6d ringed shank nails, spaced 12 in. OC along each truss. Staples having equal or greater withdrawal and lateral resistance strength may be substituted for the 6d nails.

Vapor Barrier — (Optional) — Nom 0.030 in. thick commercial asphalt saturated felt.

Alternate Floor Mat Materials — (Optional) — Floor mat material nom 1/4 in. (6 mm) thick loose laid over the subfloor. Floor topping thickness shall be a min of 1 in. (25 mm)
HACKER INDUSTRIES INC — Type FIRM-FILL, SCM 250, Quiet Qui 55/025

Finish Flooring — **Floor Topping Mixture*** — Min 3/4 in. thickness of floor topping mixture having a min compressive strength of 1100 psi. Mixture shall consist of 6.6 gal of water to 80 lbs of floor topping mixture to 1.5 cu ft of sand.
HACKER INDUSTRIES INC — Firm-Fill Gypsum Concrete, Firm-Fill 2010, Firm-Fill 3310, Firm-Fill 4010, Firm-Fill High Strength, Gyp-Span Radiant

2. **Trusses** — Parallel chord trusses, spaced a max of 24 in. OC, fabricated from nom 2 by 4 lumber, with lumber oriented horizontally or vertically. Min truss depth is 12 in. when no Ceiling Damper is used and 18 in. when a **Ceiling Damper*** is used. Truss members secured together with min nominal 0.040 in. thick galvanized steel plates. Plates have min. 3/8 in. long teeth projecting perpendicular to the plane of the plate.

3. **Air Duct* (Optional)** — Any UL Class 0 or Class 1 flexible air duct installed in accordance with the instructions provided by the duct manufacturer. The air duct may be connected with a steel duct elbow.

4B. **Alternate Ceiling Damper*** — For use with min 18 in. deep trusses. Max 14 in. long by 14 in. wide and 18 in. high ceiling damper with boot or box assembly, fabricated from galv steel. The aggregate area of the register opening(s) through the ceiling membrane shall not exceed 98 sq in. per 100 sq ft of ceiling area. Damper assembly installed in accordance with the manufacturers installation instructions.

AIRE TECHNOLOGIES INC — Model 50 w/Boot, 50EA w/Boot, 51 w/Boot, 50 w/Box, 50EA w/Box or 51 w/Box.
AIRVAC INDUSTRIES — Series AVI-50 w/Boot, AVI-50EA w/Boot, AVI-51 w/Boot, AVI-50 w/Box, AVI-50EA w/Box, AVI-51 w/Box

5. **Batts and Blankets*** — (Optional) — Glass fiber or mineral wool insulation bearing the UL Classification Marking as to Surface Burning Characteristics and/or Fire Resistance. When the resilient channels (Item 6) or furring channels (Item 6A) are spaced 24 in. OC, no insulation shall be installed in the concealed space. When the resilient channels (Item 6) or furring channels (Item 6A) are spaced 16 in. OC, the insulation shall be a max of 3-1/2 in. thick, and shall be secured against the subflooring with staples at 12 in. OC or held suspended in the concealed space with 0.090 in. diam galv steel wires attached to the wood trusses at 12 in. OC. When the resilient channels (Item 6) or furring channels (Item 6A) are spaced a max of 12 in. OC or when the Steel Framing Members (Item 6B) are used, there is no limit in the overall thickness of insulation, and the insulation can be secured against the subflooring, held suspended in the concealed space or draped over the resilient or furring channels (or Steel Framing Members) and gypsum panel membrane. When Steel Framing Members (Item 6C) are used, max 3-1/2 in. thick insulation shall be draped over the furring channels (Item 6Ca) and gypsum board ceiling membrane, and friction-fitted between trusses and Steel Framing Members (Item 6Cd). The finished rating has only been determined when the insulation is secured to the subflooring.

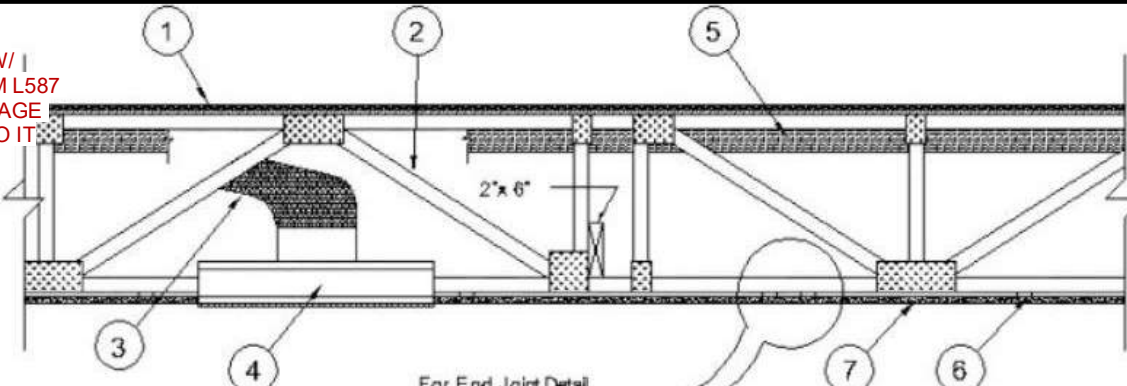
6. **Resilient Channels** — Formed from min 25 MSG galv steel installed perpendicular to trusses. When there is no insulation installed in the concealed space the resilient channels are spaced 24 in. OC. When insulation, Item 5 is secured to the underside of the subfloor the resilient channels are spaced 16 in. OC. When insulations are draped or installed over the resilient channel/gypsum panel ceiling membrane, the resilient channels are spaced 12 in. OC. Channels secured to each truss with 1-1/4 in. long Type S bugle head steel screws. Channels overlapped 4 in. at splices. Two channels, spaced 6 in. OC, oriented opposite each gypsum panel end joint as shown in the above illustration. Additional channels shall extend min 6 in. beyond each side edge of panel.

7. **Gypsum Board*** — Nom 5/8 in. thick, 48 in. wide gypsum panels. When resilient channels (Item 6) are used, gypsum panels installed with long dimension perpendicular to resilient channels. Gypsum panels secured with 1 in. long Type S bugle head steel screws spaced 12 in. OC and located a min of 1/2 in. from side joints and 3 in. from the end joints. When insulation (Items 5 or 5A) is applied over the resilient channel/gypsum panel ceiling membrane screw spacing shall be reduced to 8 in. OC. End joints secured to both resilient channels as shown in end joint detail.
AMERICAN GYPSUM CO — Type AG-C
CGC INC — Types C, IP-X2, IPC-AR
CERTANTIED GYPSUM INC — Type LGFC-C/A
UNITED STATES GYPSUM CO — Types C, IP-X2, IPC-AR
USO MEXICO S A DE C V — Types C, IP-X2, IPC-AR

8. **Finishing System** — (Not Shown) — Vinyl, dry or premixed joint compound, applied in two coats to joints and screw-heads. Nom 2 in. wide paper tape embedded in first layer of compound over all joints. As an alternate, nom 3/32 in. thick veneer plaster may be applied to the entire surface of gypsum board.

9. **Grille** — (Not Shown) — Steel grille, installed in accordance with the installation instructions provided with the ceiling damper.

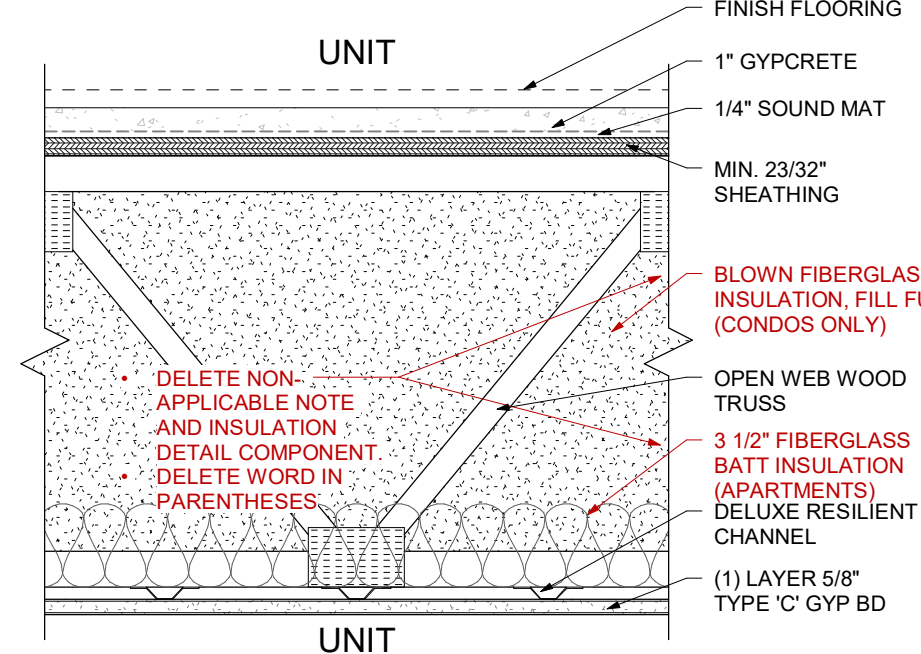
IF FOR SALE, CONFIRM ABOVE PRODUCT STCs AND REPLACE W/ DESIRED FLOOR FINISHES FROM L587 FULL TEXT: MOVE ASSEMBLY IMAGE DOWN 2 1/2" IF TABLE RUNS INTO IT



End Joint Detail

Alternate Insulation Placement

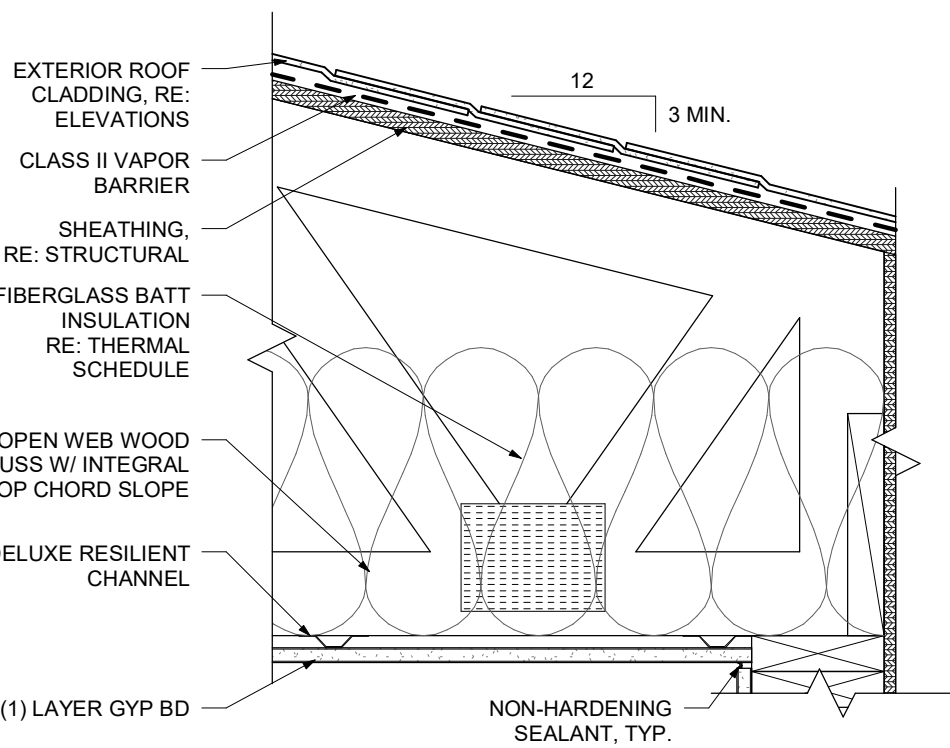
AS CONSTRUCTED.



FLOOR/CEILING - UNIT/UNIT

1 HR RATED

AS CONSTRUCTED.



RC0.2

ROOF/CEILING ASSEMBLY

NOT RATED

GA FILE NO.

FC 5512

GENERIC

1 HOUR

FIRE

GYPSUM BOARD, WOOD TRUSSES

Fire Design:

Base layer 1/2" type X gypsum wallboard or gypsum veneer base applied perpendicular to wood trusses 24" o.c. with 1-1/4" Type S screws 24" o.c. Face layer 1/2" type X gypsum wallboard or gypsum veneer base applied perpendicular to trusses with 1-7/8" Type S screws 12" o.c. and 1-1/2" Type G screws 12" o.c. placed 3" back from either side of end joints.

Joints offset 24" from base layer joints.

Chord and web members fabricated from 2 x 4 lumber with 20 ga. steel connector plates having a minimum tooth length of 5/16". Plate design values based upon a safety factor of 4. Trusses have a minimum depth of 12".

19/32" TAG plywood with exterior glue applied at right angles to top of trusses with 6d common nails 6" o.c.
Plywood end joints staggered 48".

AS CONSTRUCTED.

BREEZEWAY

2" NORMAL WEIGHT CONCRETE

1/4" DRAIN MAT

WATERPROOF MEMBRANE

MIN. 19/32" SHEATHING

MIN. 12" OPEN WEB WOOD TRUSS

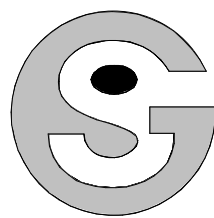
(2) LAYERS 5/8" TYPE 'C' GYP BD

BREEZEWAY

FC1.4

FLOOR/CEILING - BREEZEWAY

1 HR RATED



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RANGE DEVELOPMENT

1017 TAMARAC PRKW

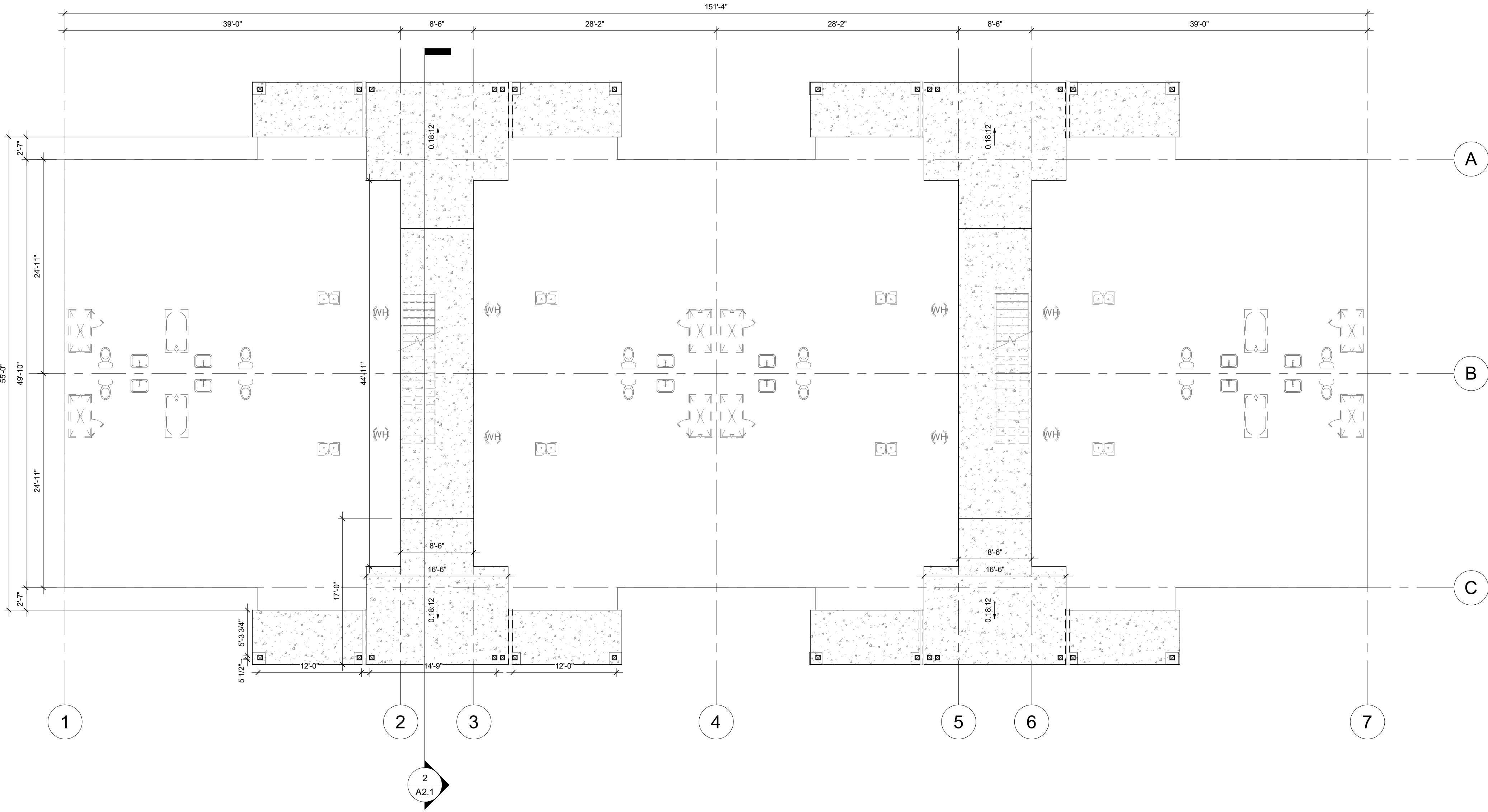
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KC
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SLAB PLAN

A1.0

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1 SLAB PLAN
1/8" = 1'-0"

Area Schedule (GROSS AREA)	
Area	Name
9,059 SF	GROSS AREA 1ST LEVEL
8,289 SF	GROSS AREA 2ND FLOOR
8,289 SF	GROSS AREA 3RD FLOOR

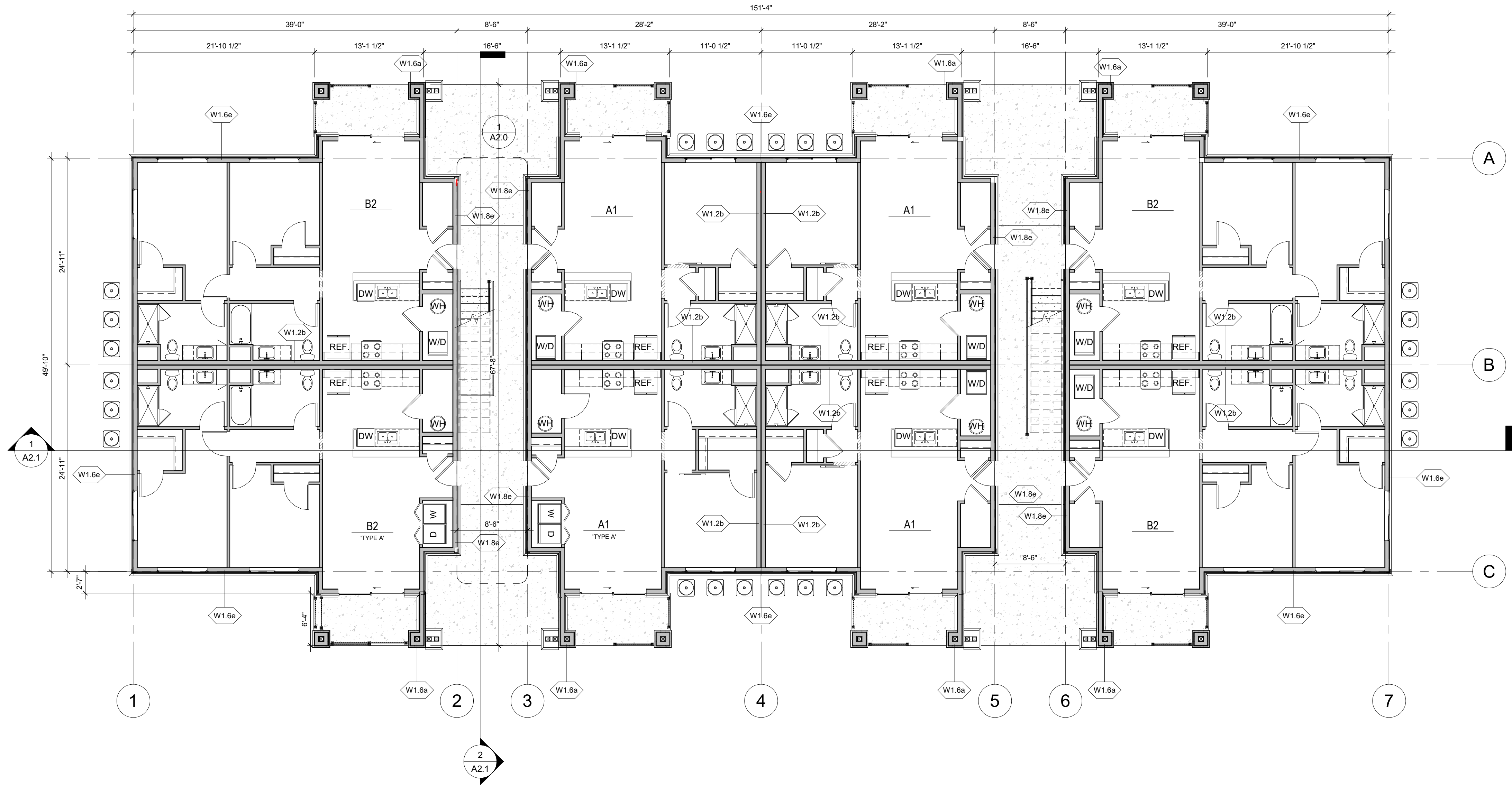
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1ST LEVEL PLAN



1 1ST LEVEL
1/8" = 1'-0"

Area Schedule (GROSS AREA)	
Area	Name
9,059 SF	GROSS AREA 1ST LEVEL
8,289 SF	GROSS AREA 2ND FLOOR
8,289 SF	GROSS AREA 3RD FLOOR

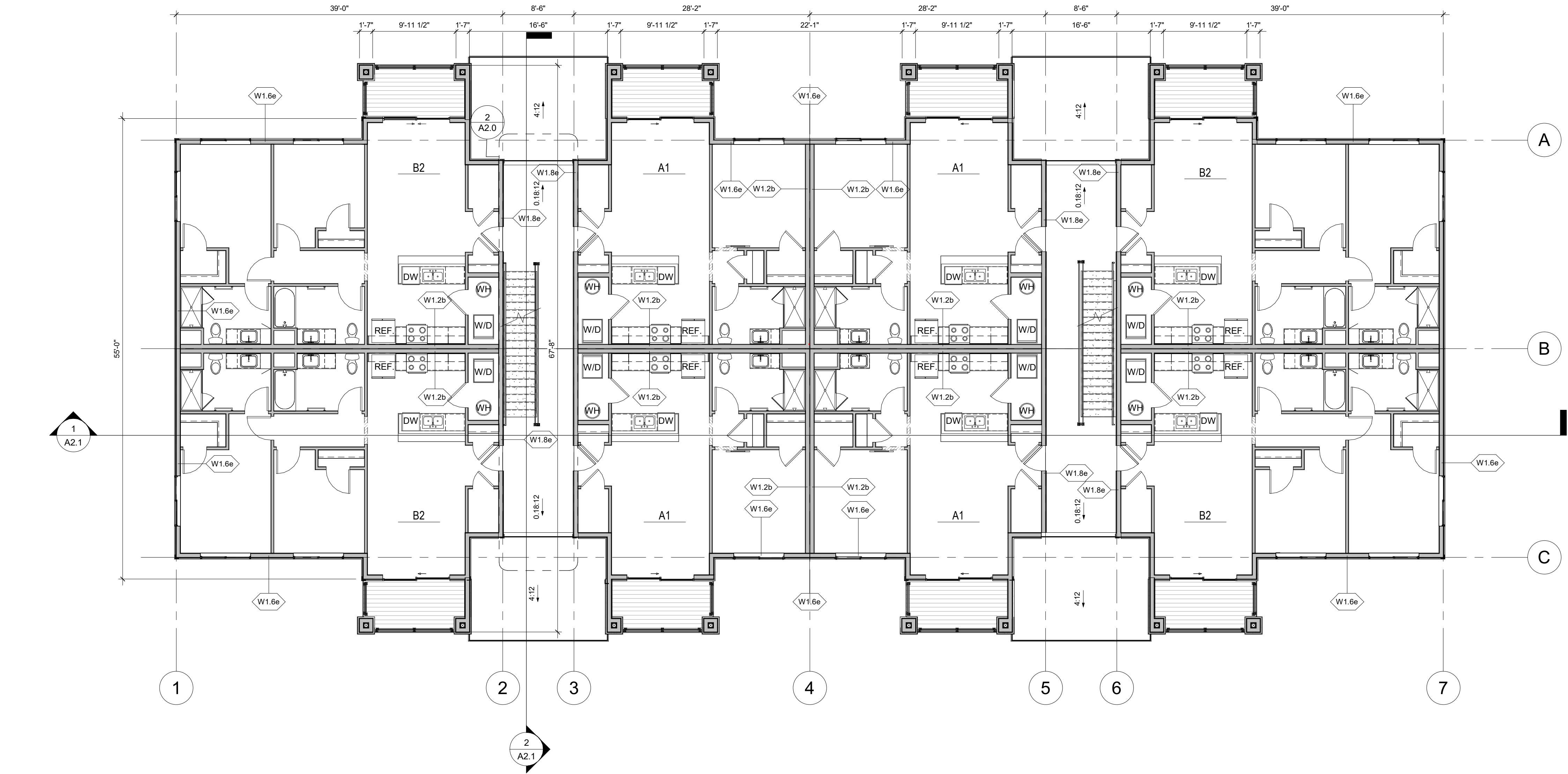
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2ND LEVEL PLAN



1 2ND LEVEL
1/8" = 1'-0"

Area Schedule (GROSS AREA)	
Area	Name
9,059 SF	GROSS AREA 1ST LEVEL
8,289 SF	GROSS AREA 2ND FLOOR
8,289 SF	GROSS AREA 3RD FLOOR

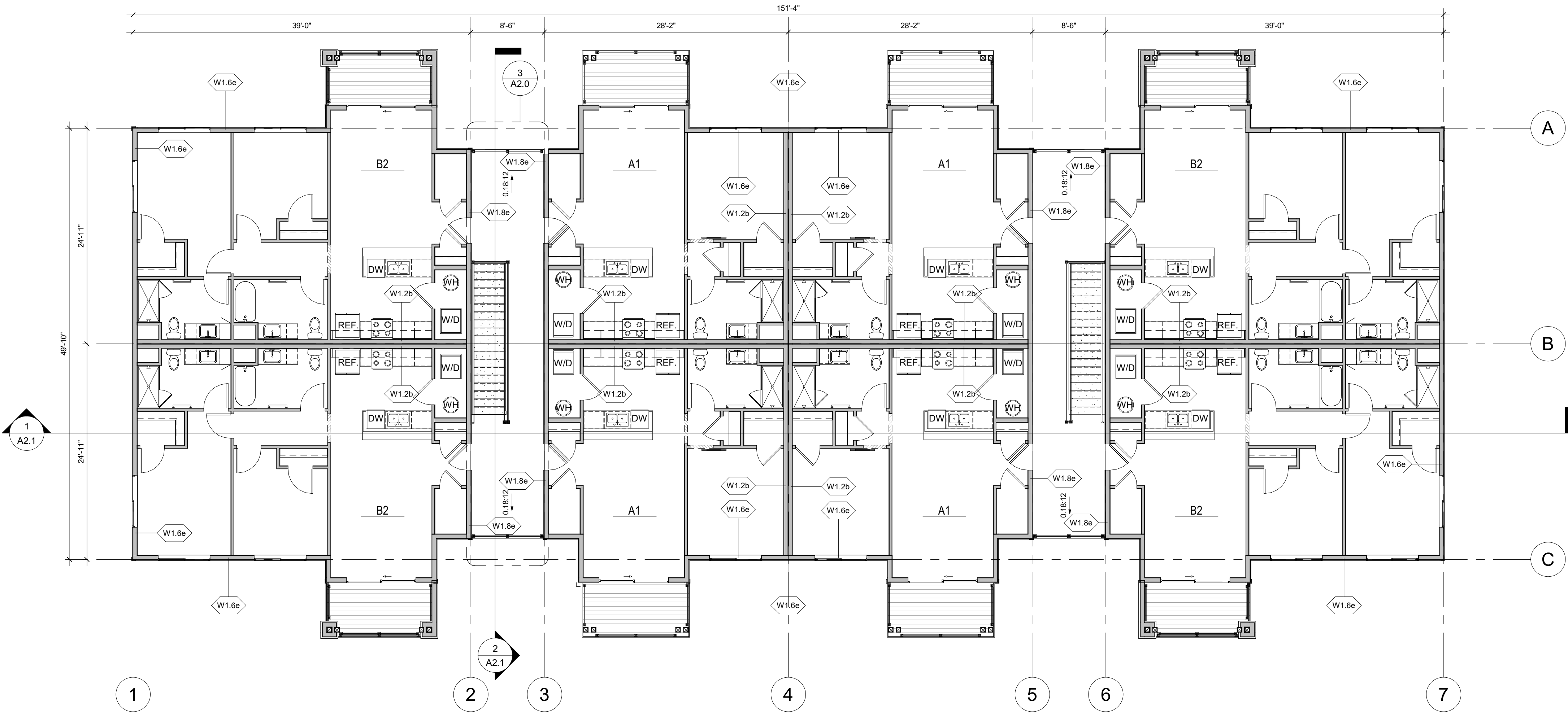
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RANGE DEVELOPMENT

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3RD LEVEL PLAN



1 3RD LEVEL
1/8" = 1'-0"

NOT FOR
CONSTRUCTION

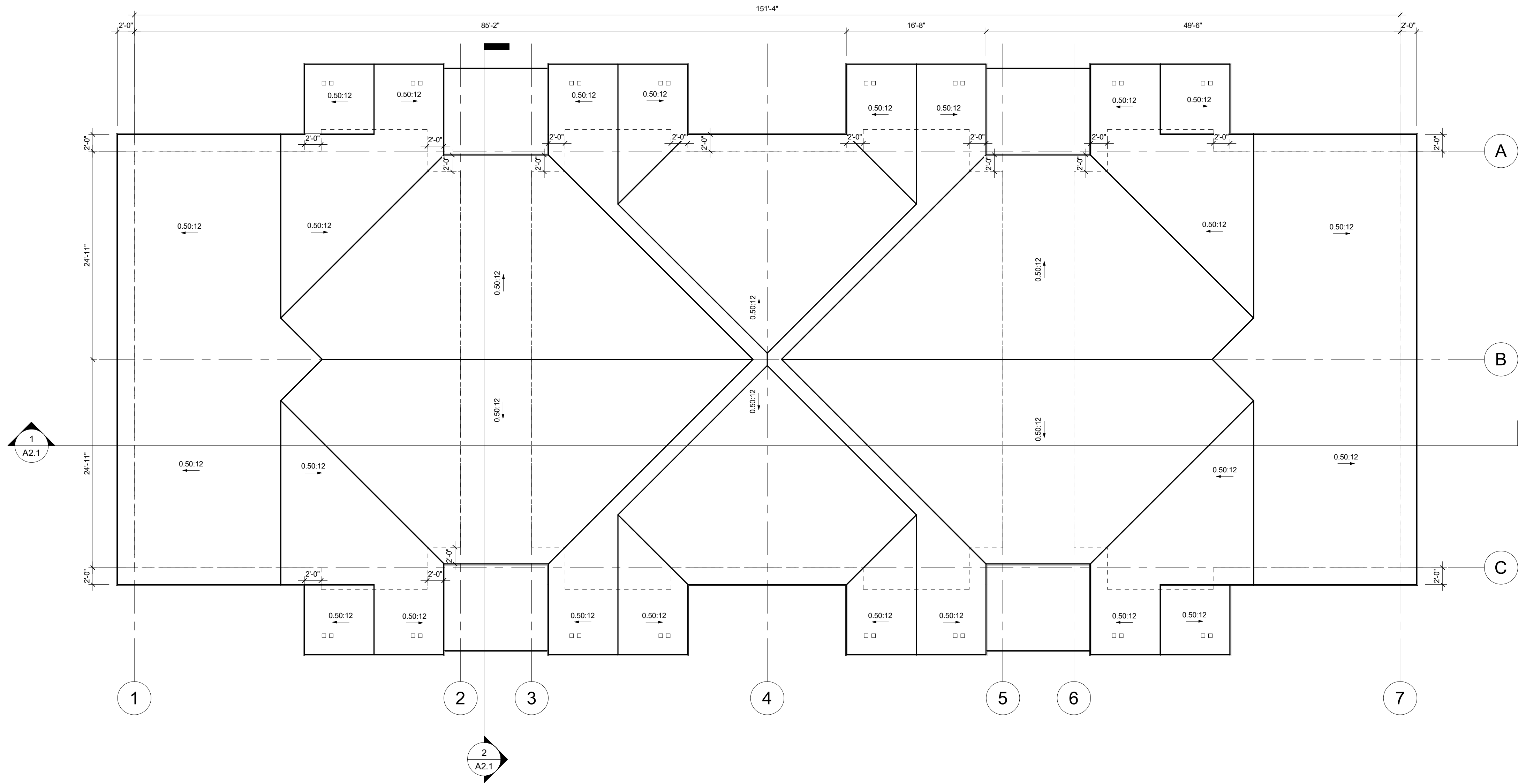
RANGE DEVELOPMENT
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ROOF PLAN

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1 ROOF PLAN-SD
1/8" = 1'-0"



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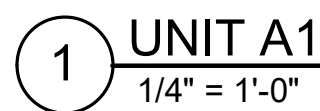
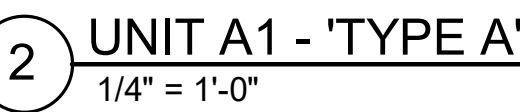
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UNIT 1 PLANS

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UNIT B2	
Name	Area
RENTABLE	1,003 SF
GROSS	1,078 SF

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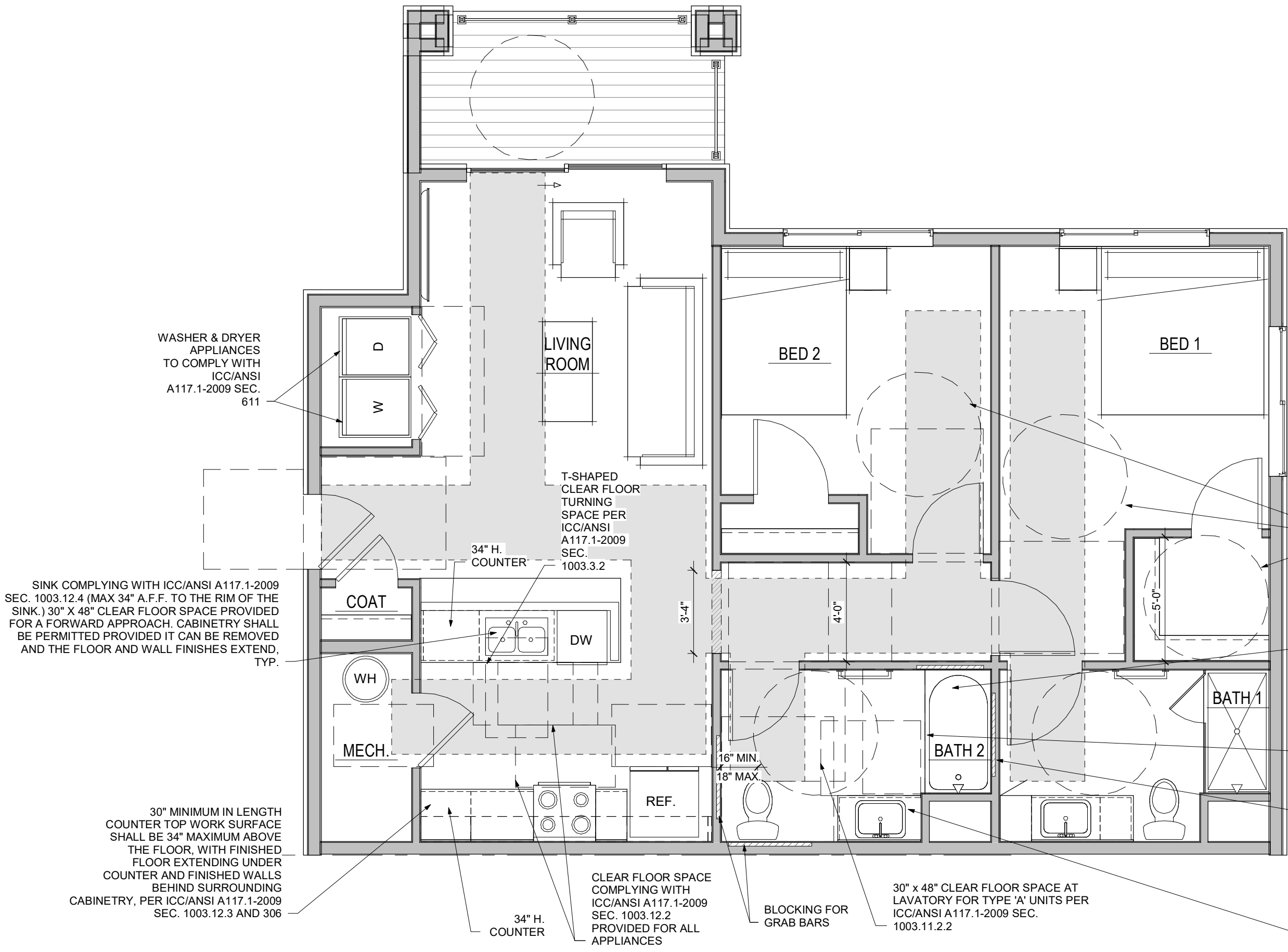
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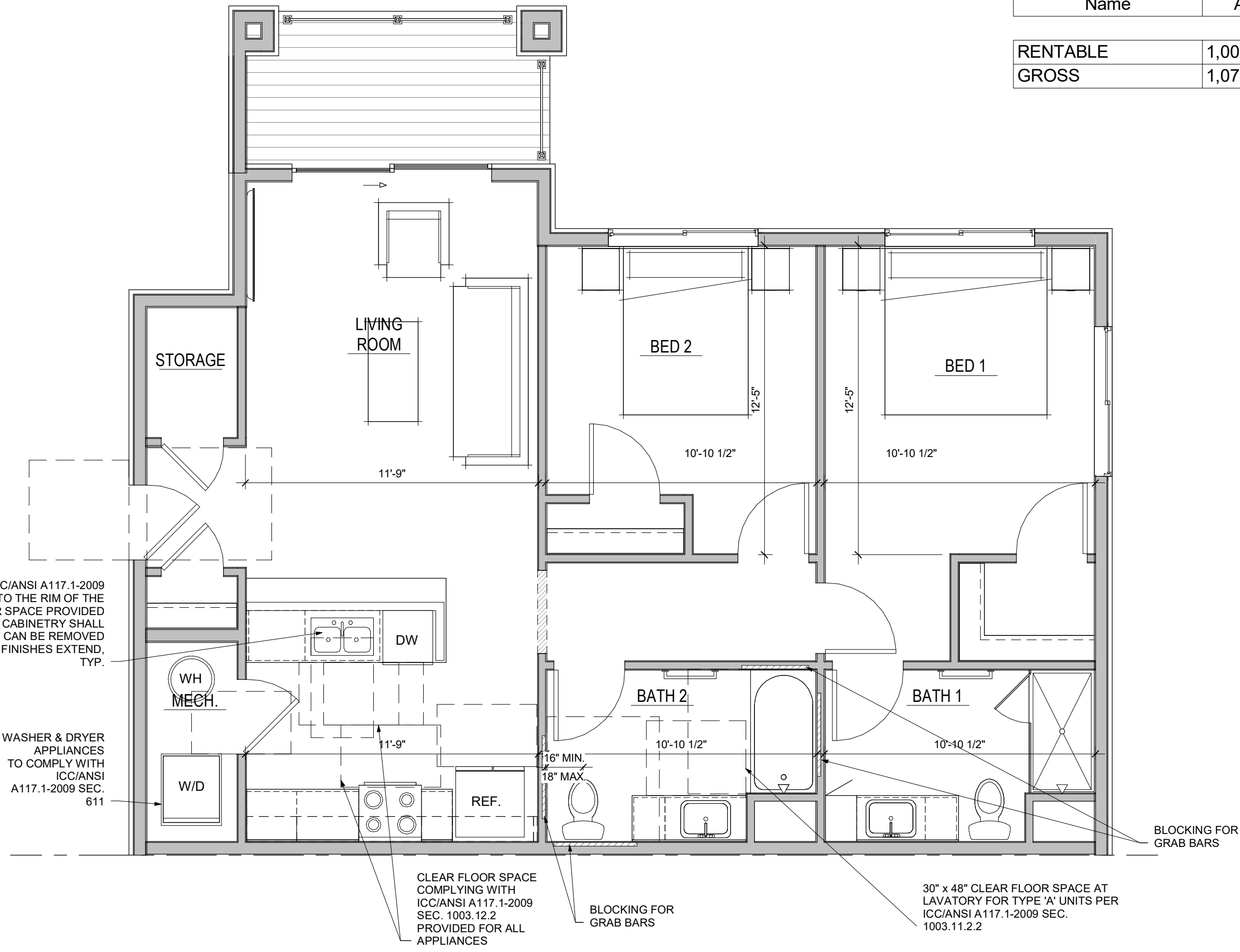
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	REVISIONS:

UNIT 2 PLANS

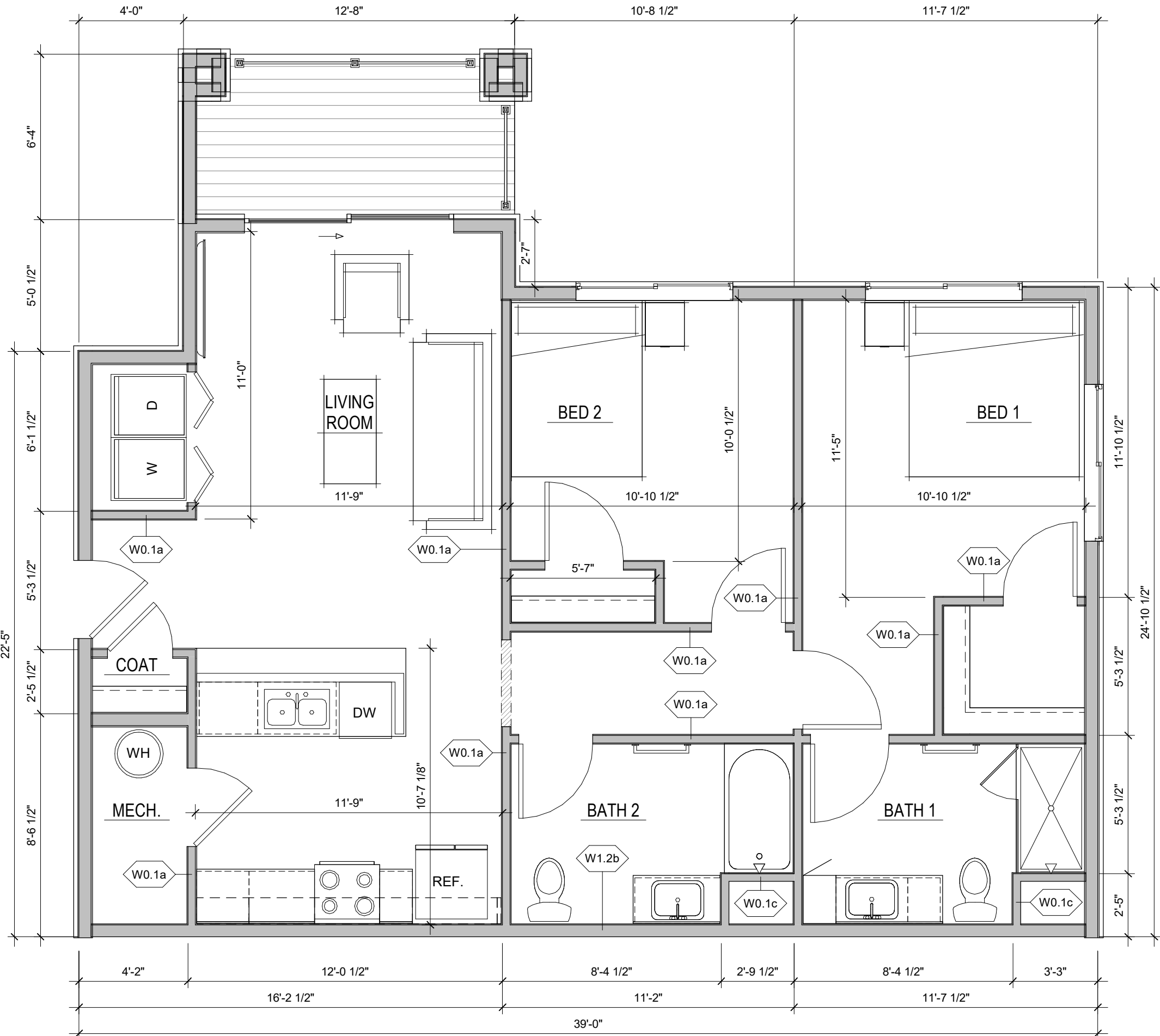
A1.6
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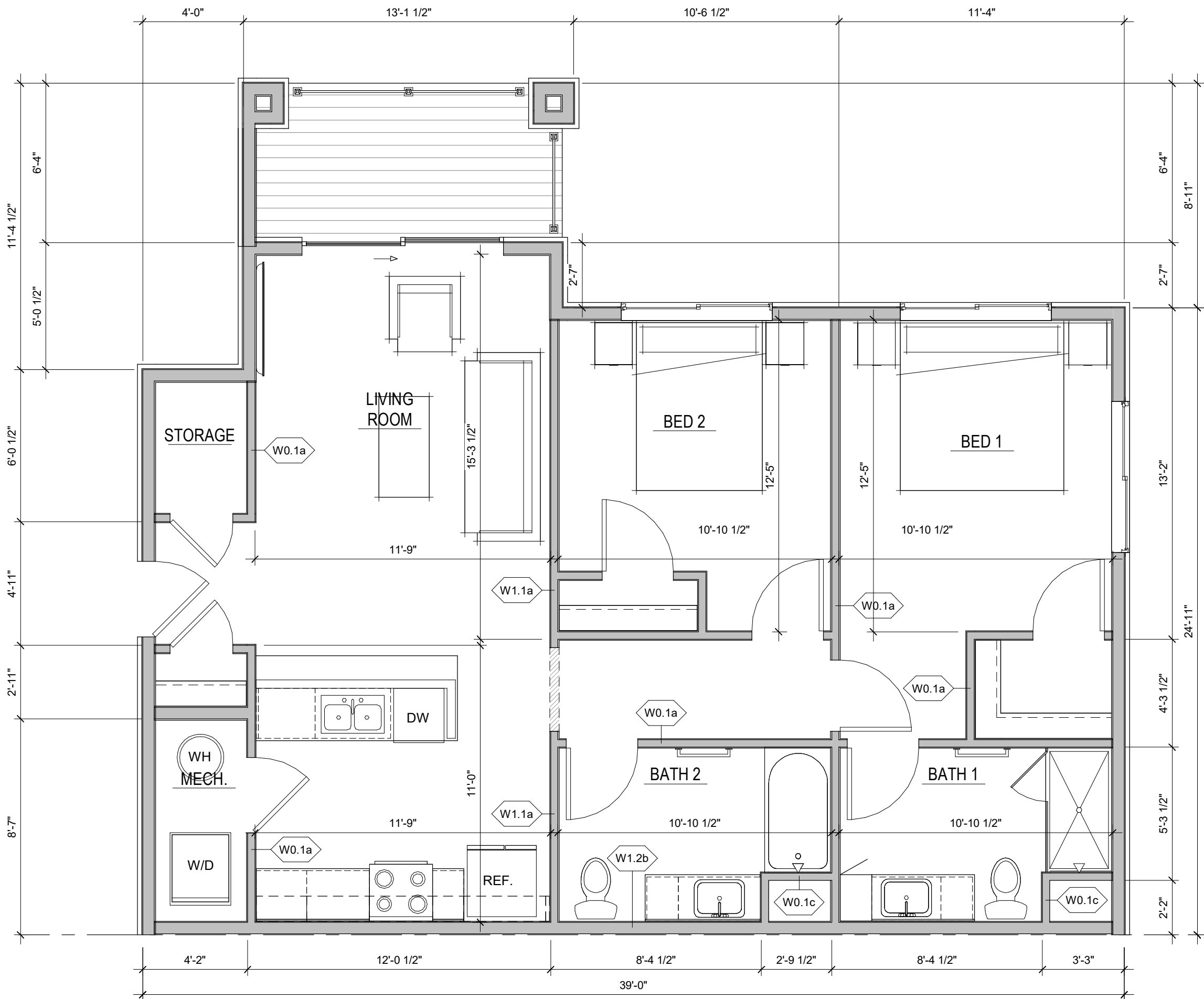
3 UNIT B2 - 'TYPE A' CLEAR FLOOR
1/4" = 1'-0"



4 UNIT B2 - 'TYPE B' CLEAR FLOOR
1/4" = 1'-0"



2 UNIT B2 'TYPE A'
1/4" = 1'-0"



1 UNIT B2
1/4" = 1'-0"

MATERIAL KEY		
MATERIAL	MANUFACTURER	FINISH
(A) ADH. MASONRY	EL DORADO	WHITE CAP - DRYSTACK
(B) BOARD & BATT SIDING	WOOD TONE PANELS	MOUNTAIN CEDAR
LP SOFFIT PANEL	WOODTONE	CEDAR STAIN
WINDOWS	VINYL	WHITE
FASCIA & GUTTERS	SHERWIN WILLIAMS	SW 7076 CYBERSPACE
DOWNSPOUTS	SHERWIN WILLIAMS	TO MATCH ADJACENT WALL COLOR
ROOF SHINGLES	GAF - TIMBERLINE CS SHINGLES ENERGY STAR CERTIFIED	ANTIQUE SLATE

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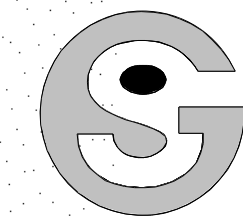
FRONT & RIGHT
ELEVATIONS



2 RIGHT SIDE ELEVATION
3/16" = 1'-0"



1 FRONT ELEVATION
3/16" = 1'-0"



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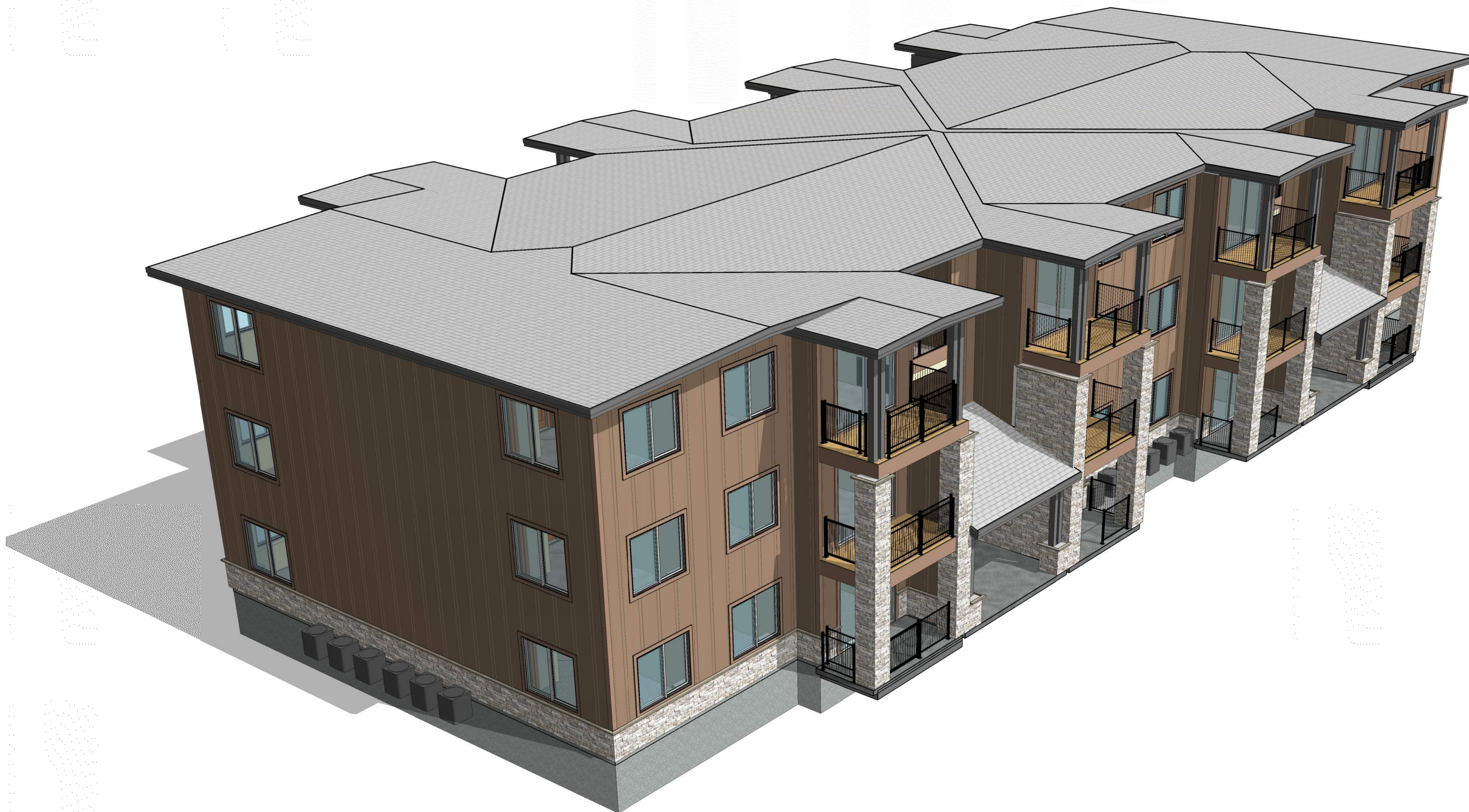
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3D VIEWS

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2 3D BIRD EYE



1 3D GROUND

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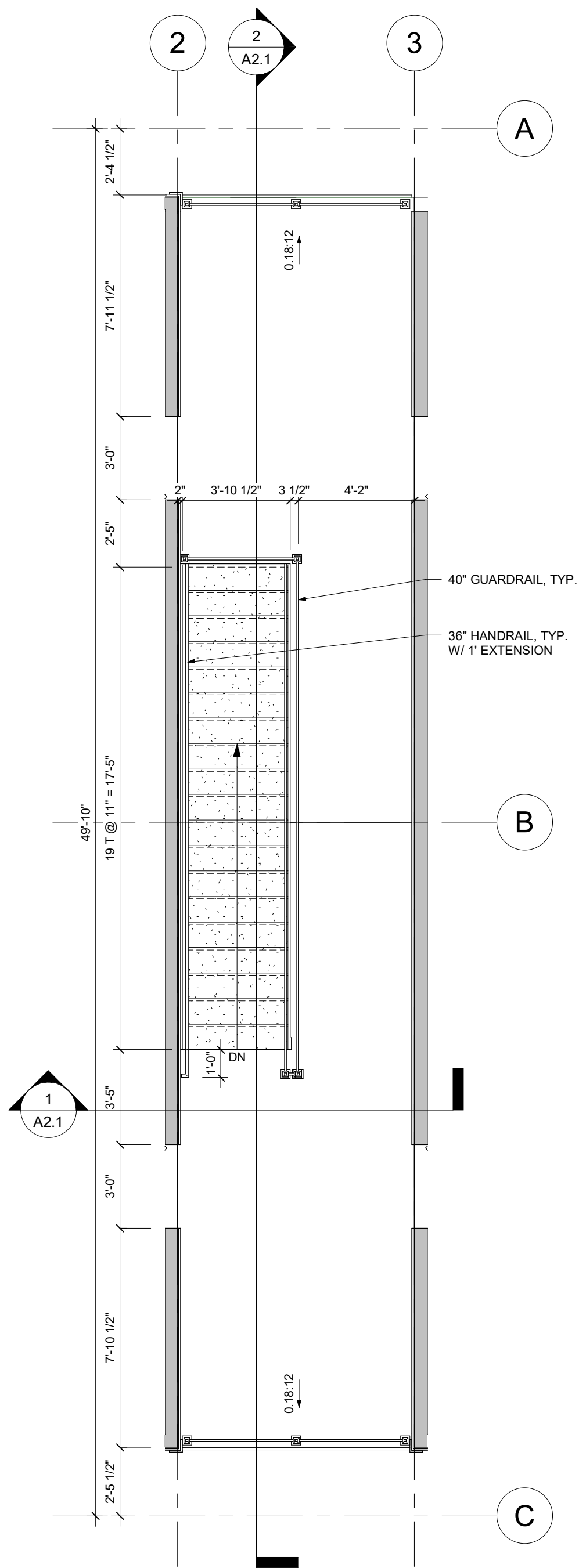
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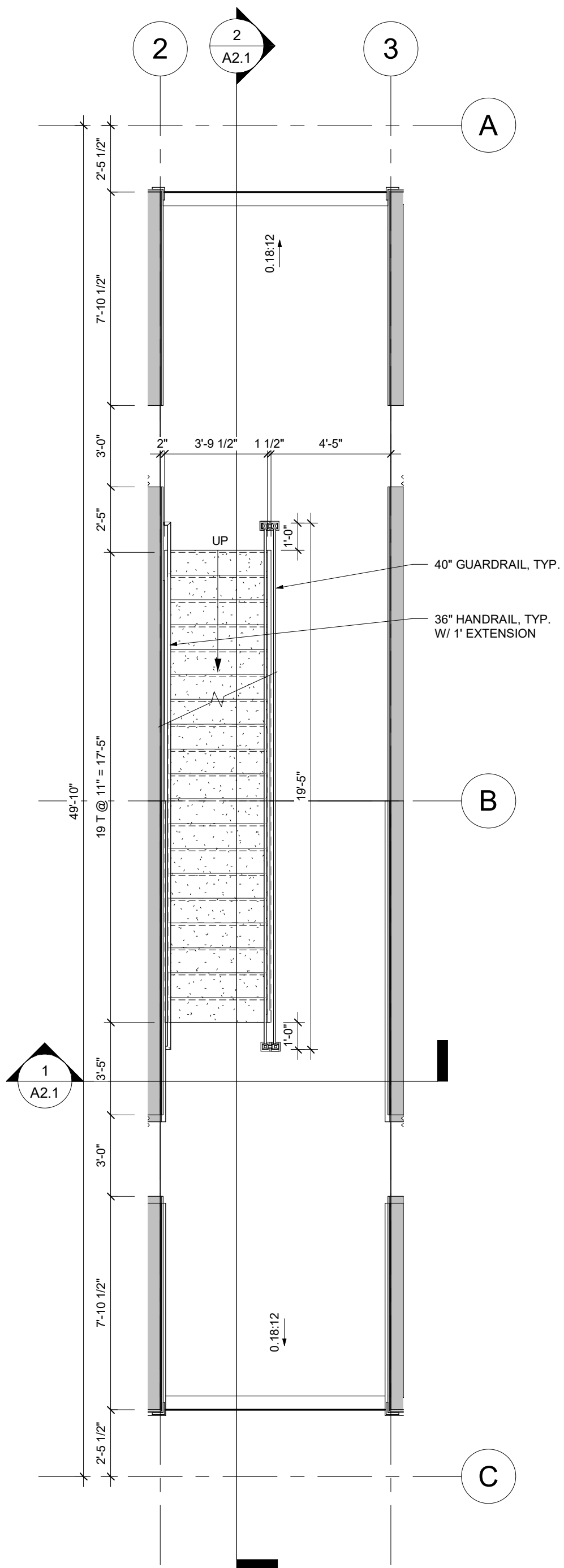
STAIR PLAN

A2.0

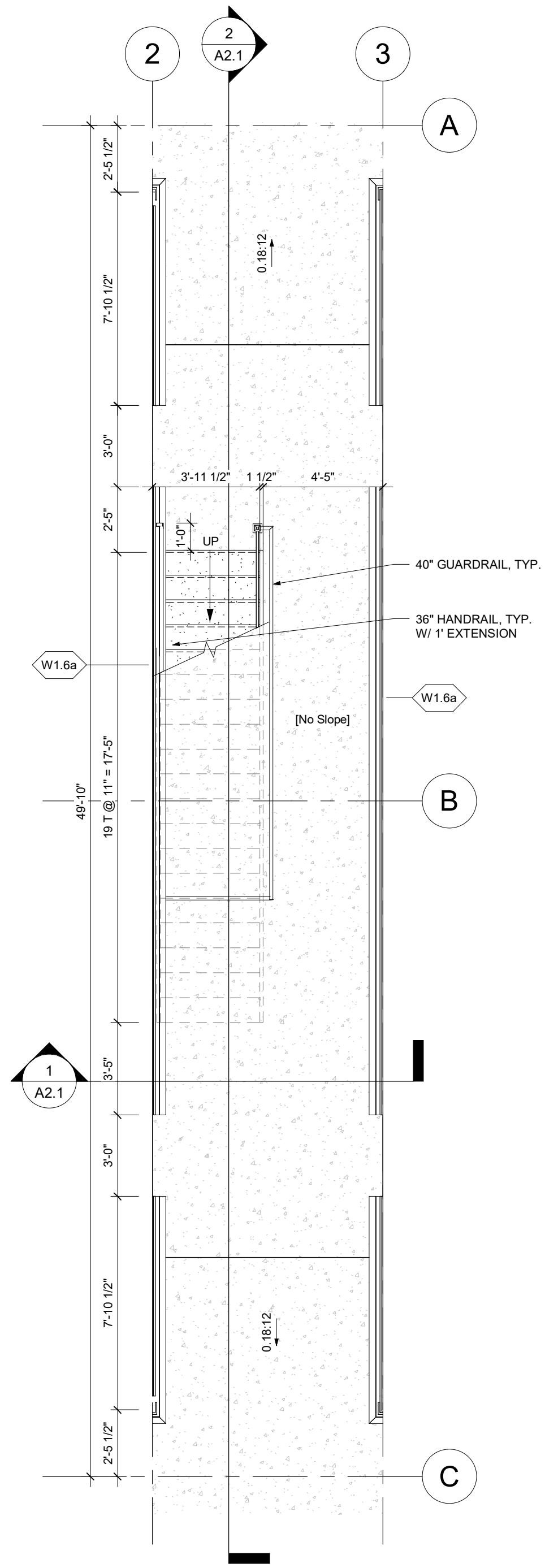
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3 STAIR PLAN - 3RD LEVEL
1/4" = 1'-0"



2 STAIR PLAN - 2ND LEVEL
1/4" = 1'-0"



1 STAIR PLAN - 1ST LEVEL
1/4" = 1'-0"

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RANGE DEVELOPMENT

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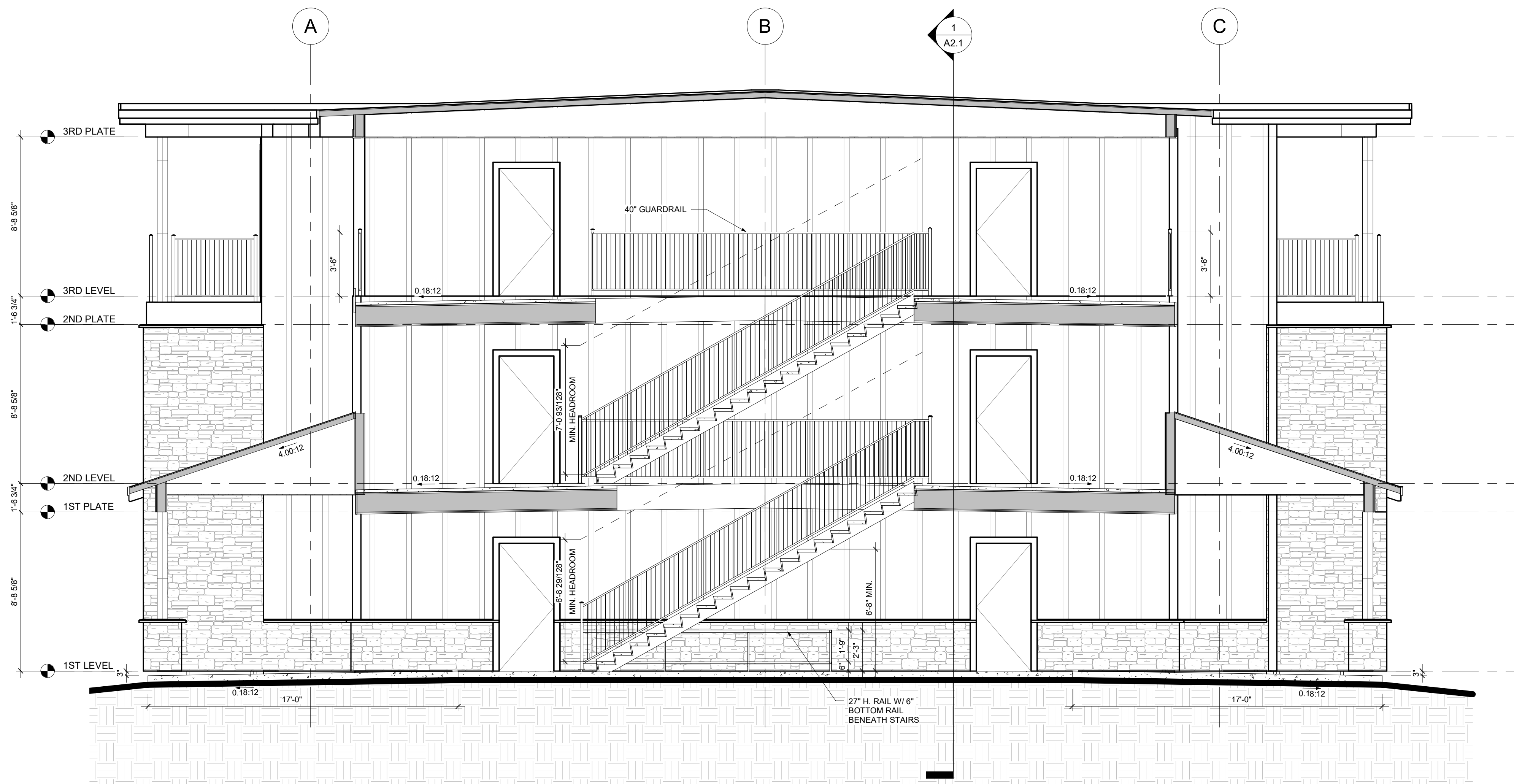
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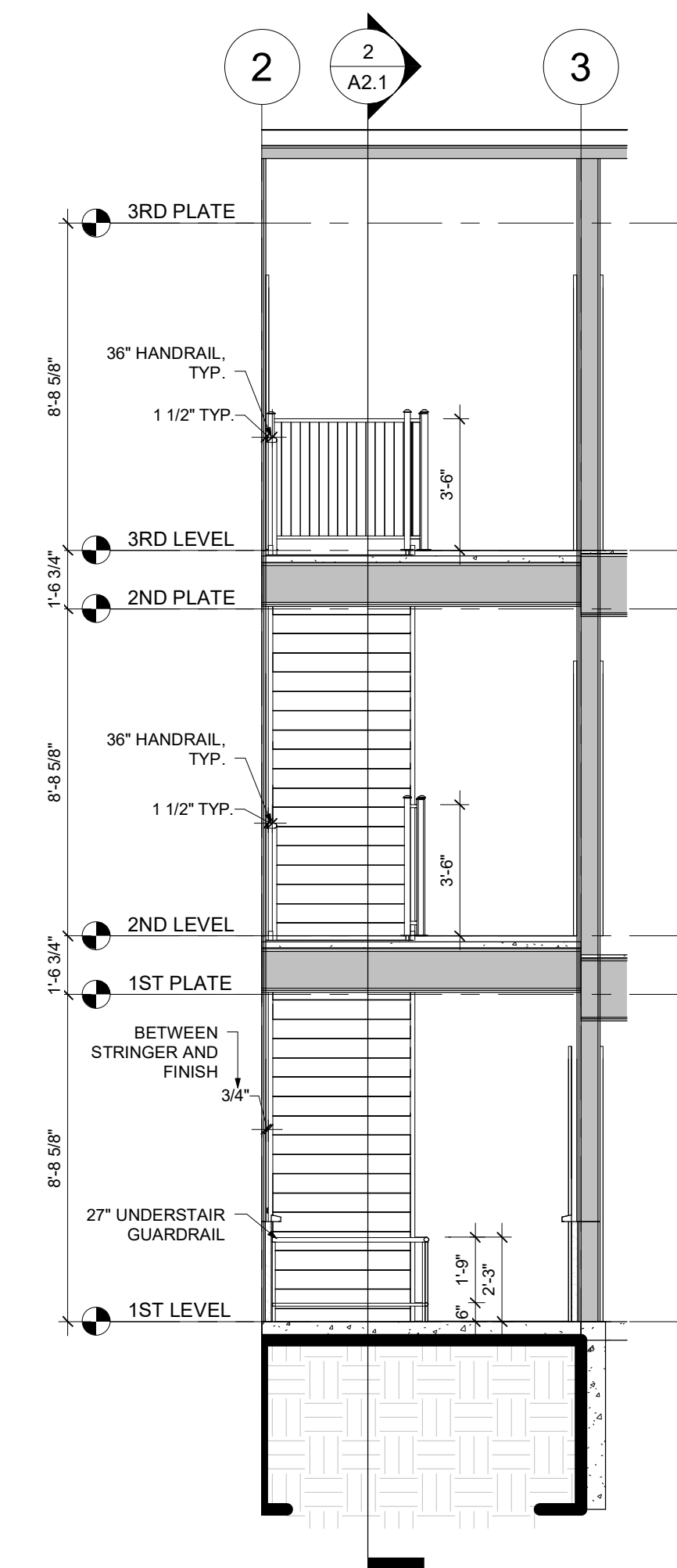
STAIR SECTION

A2.1

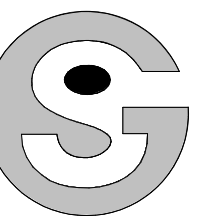
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2 STAIR - SECTION
1/4" = 1'-0"



1 STAIR - SECTION SHORT
1/4" = 1'-0"



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COVER SHEET

A0.0

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TAMARAC MICRO APARTMENTS

1017 TAMARAC PRKW

WOODLAND PARK, CO

PROJECT DATA

LOCATION:
WOODLAND PARK, TELLER COUNTY, CO

ADOPTED CODES:
2015 INTERNATIONAL BUILDING CODE (IBC)

BUILDING TYPES:
DESCRIPTION: APARTMENTS
NEW CONSTRUCTION
2 STORY WOOD FRAME

PROJECT DIRECTORY

ARCHITECT
Godden|Sudik Architects
5975 S. Quebec St., Suite 250
Centennial, CO 80111
p: 303.455.4437
Contact: KIM COLVIN

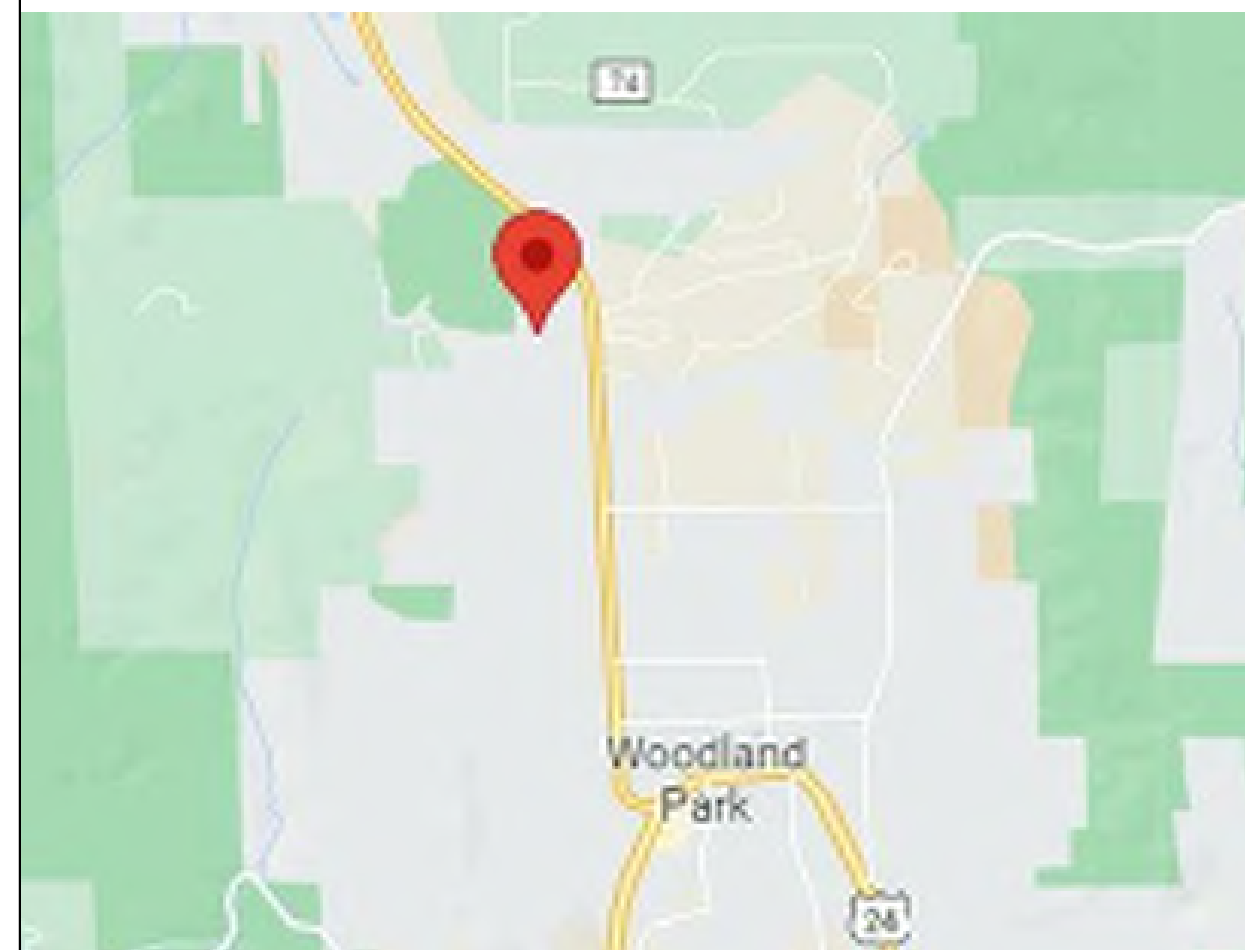
STRUCTURAL CIVIL DEVELOPER

PROJECT INDEX

DRAWING INDEX BUILDING A

SHEET NUMBER	SHEET NAME
A0.00a	COVER SHEET
A0.1	SITE PLAN
A1.1	1ST FLOOR PLAN
A1.2	2ND FLOOR PLAN
A1.3	ROOF PLAN
A1.4	UNIT PLANS
A1.5a	FRONT & LEFT ELEVATIONS
A1.5b	FRONT & LEFT ELEVATIONS
A1.6a	REAR & RIGHT ELEVATIONS
A1.6b	REAR & RIGHT ELEVATIONS
A1.8	3D VIEWS
A1.9	3D VIEWS

VICINITY MAP



SITE PLAN





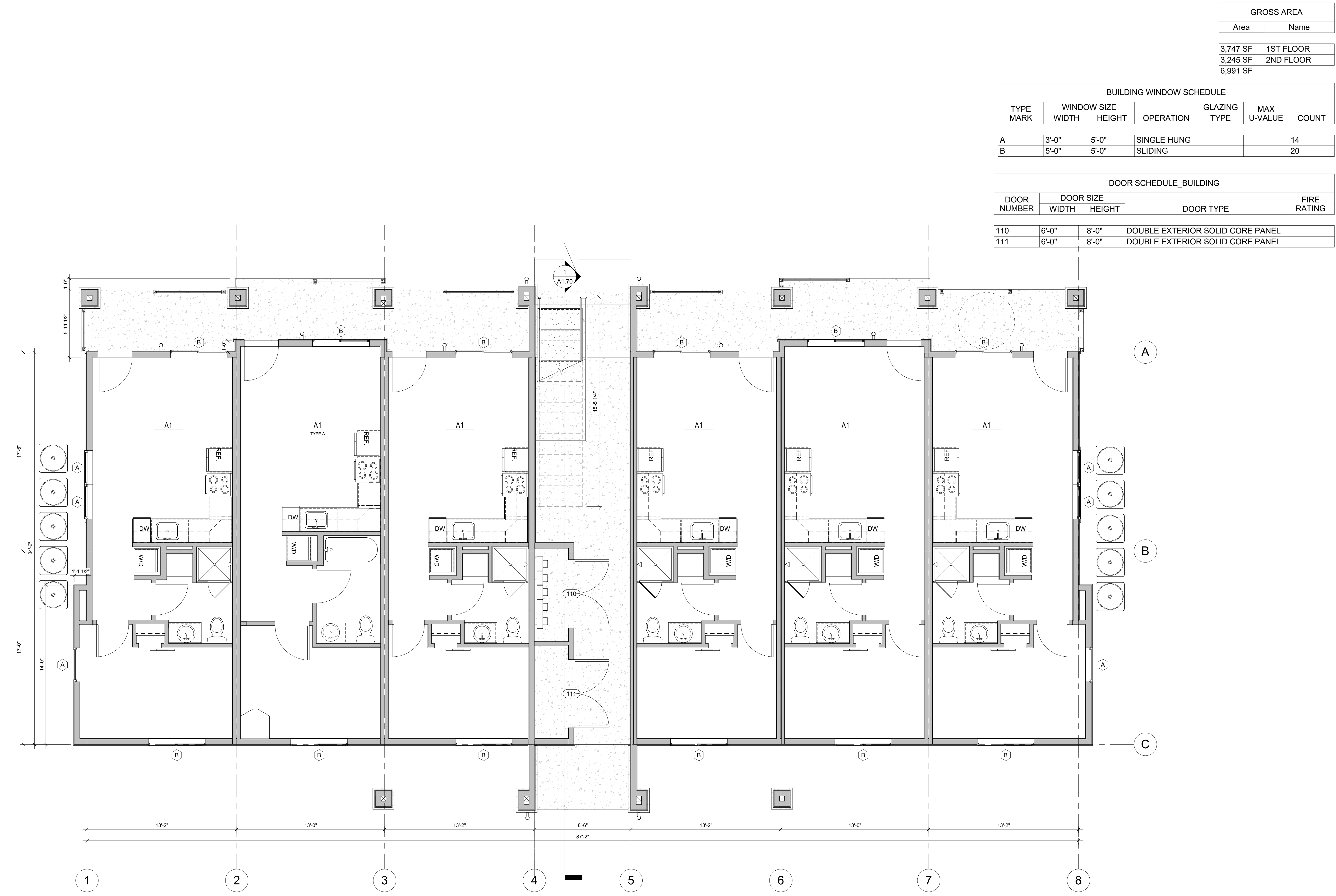
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SITE PLAN



GROSS AREA	
Area	Name
3,747 SF	1ST FLOOR
3,245 SF	2ND FLOOR
6,991 SF	

BUILDING WINDOW SCHEDULE					
TYPE MARK	WINDOW SIZE		OPERATION	GLAZING TYPE	MAX U-VALUE
	WIDTH	HEIGHT			
A	3'-0"	5'-0"	SINGLE HUNG		14
B	5'-0"	5'-0"	SLIDING		20

DOOR SCHEDULE_BUILDING				
DOOR NUMBER	DOOR SIZE		DOOR TYPE	FIRE RATING
	WIDTH	HEIGHT		
110	6'-0"	8'-0"	DOUBLE EXTERIOR SOLID CORE PANEL	
111	6'-0"	8'-0"	DOUBLE EXTERIOR SOLID CORE PANEL	

1 1ST LEVEL
1/4" = 1'-0"

NOT FOR
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RANGE DEVELOPMENT
1017 TAMARAC PRKW. WOODLAND PARK, CO

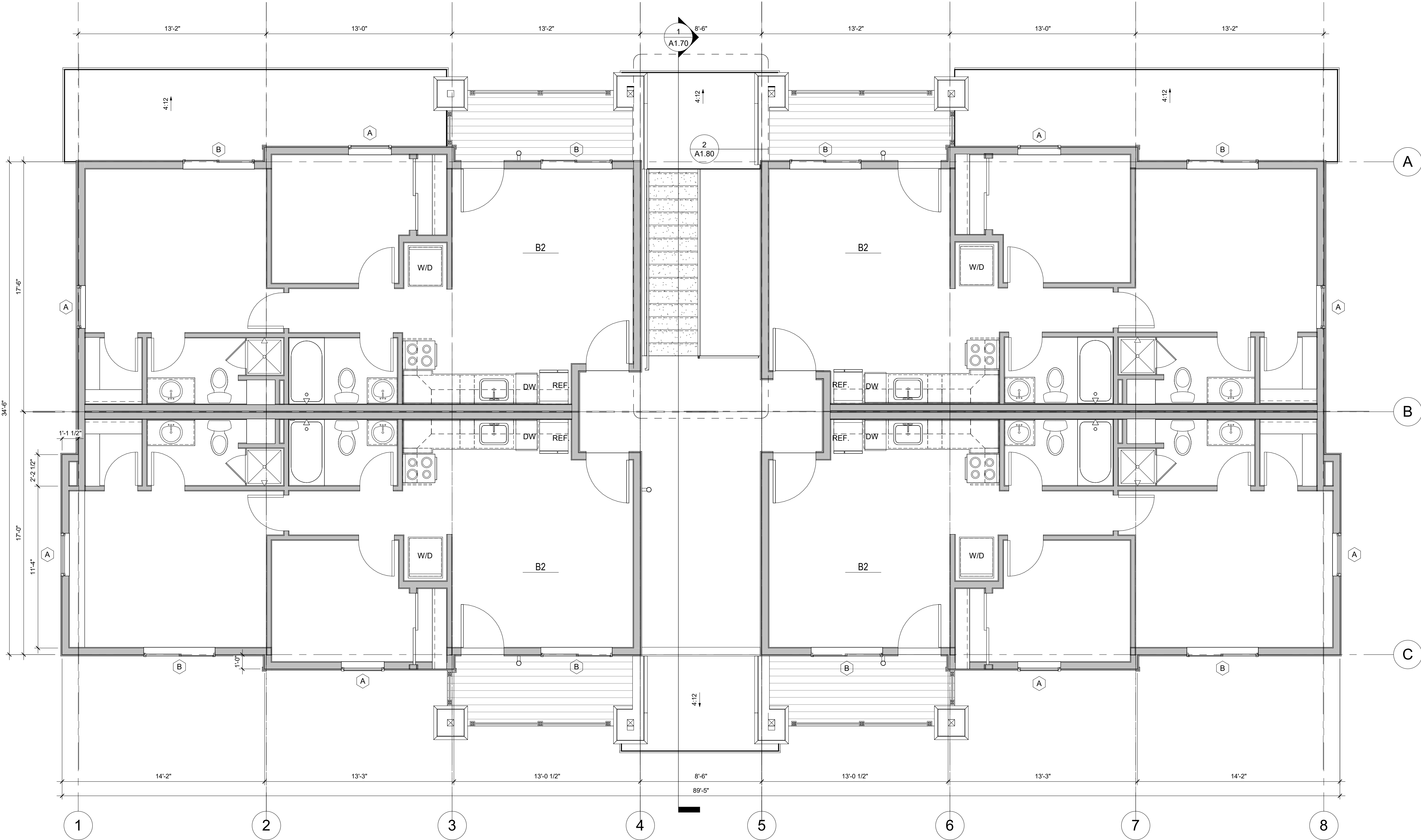
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1ST FLOOR PLAN

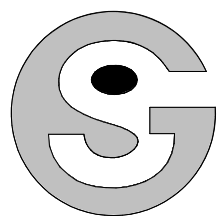
GROSS AREA	
Area	Name

3,747 SF	1ST FLOOR
3,245 SF	2ND FLOOR
6,991 SF	

BUILDING WINDOW SCHEDULE						
TYPE MARK	WINDOW SIZE		OPERATION	GLAZING TYPE	MAX U-VALUE	COUNT
	WIDTH	HEIGHT				
A	3'-0"	5'-0"	SINGLE HUNG			14
B	5'-0"	5'-0"	SLIDING			20



1 2ND LEVEL
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2ND FLOOR PLAN

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RANGE DEVELOPMENT

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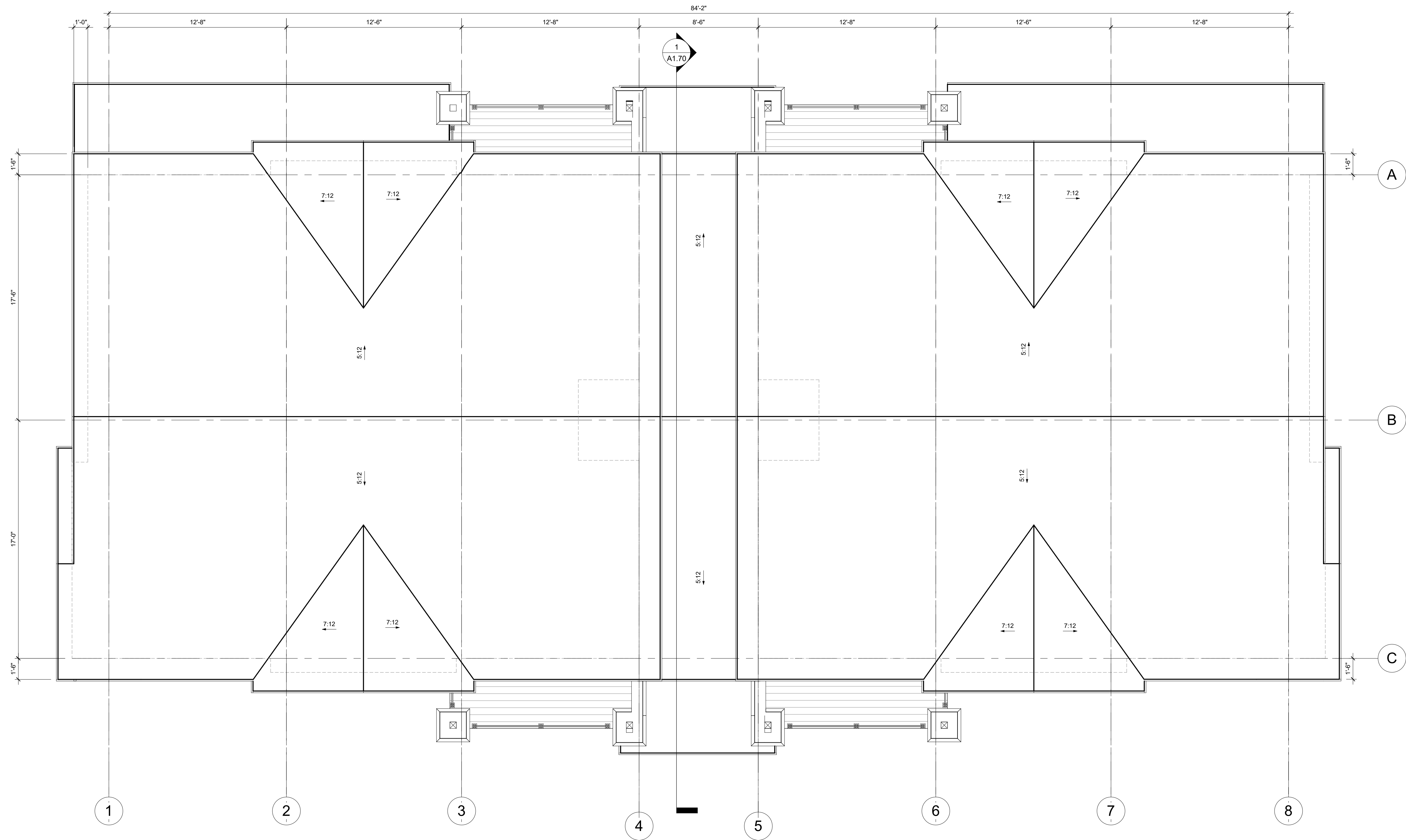
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ROOF PLAN

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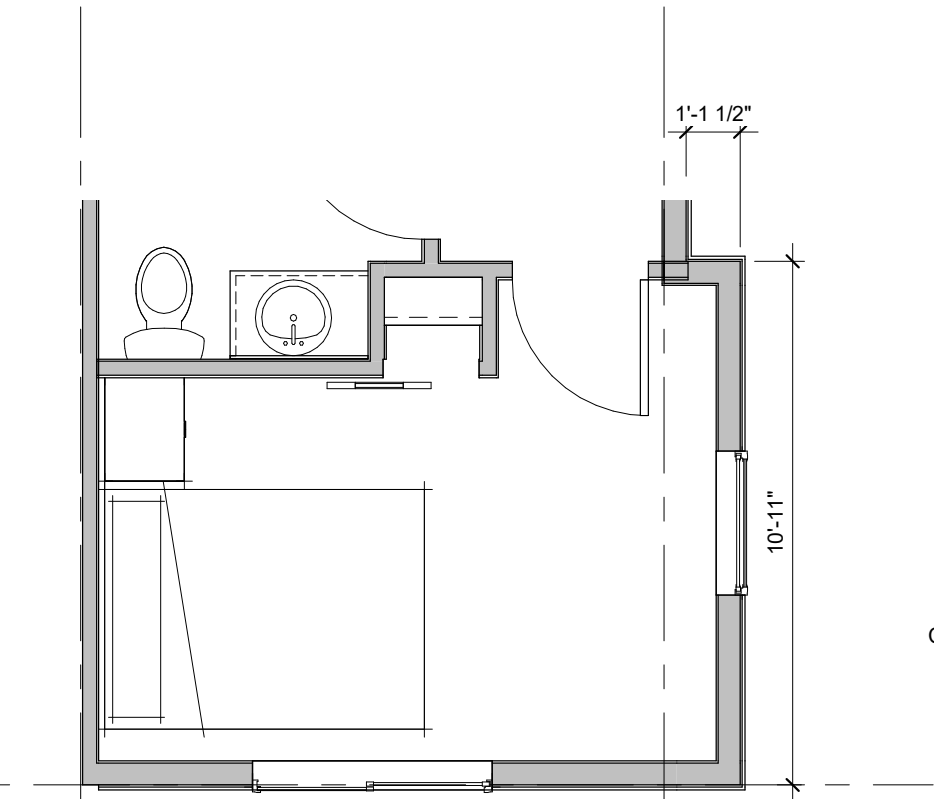
1 ROOF PLAN
1/4" = 1'-0"

DOOR SCHEDULE_UNIT #2				
DOOR NUMBER	DOOR SIZE		DOOR TYPE	FIRE RATING
	WIDTH	HEIGHT		
100	3'-0"	8'-0"	EXTERIOR SOLID CORE WOOD PANEL	
101	3'-0"	7'-0"	EXTERIOR SOLID CORE GLASS PANEL	20 MIN.
102	2'-6"	7'-0"	INTERIOR HOLLOW CORE	
103	2'-4"	7'-0"	INTERIOR HOLLOW CORE	
104	2'-6"	7'-0"	INTERIOR HOLLOW CORE	
105	2'-4"	7'-0"	INTERIOR HOLLOW CORE	
106	2'-4"	7'-0"	INTERIOR HOLLOW CORE	
107	5'-0"	7'-0"	INTERIOR HOLLOW CORE, BIPASS	

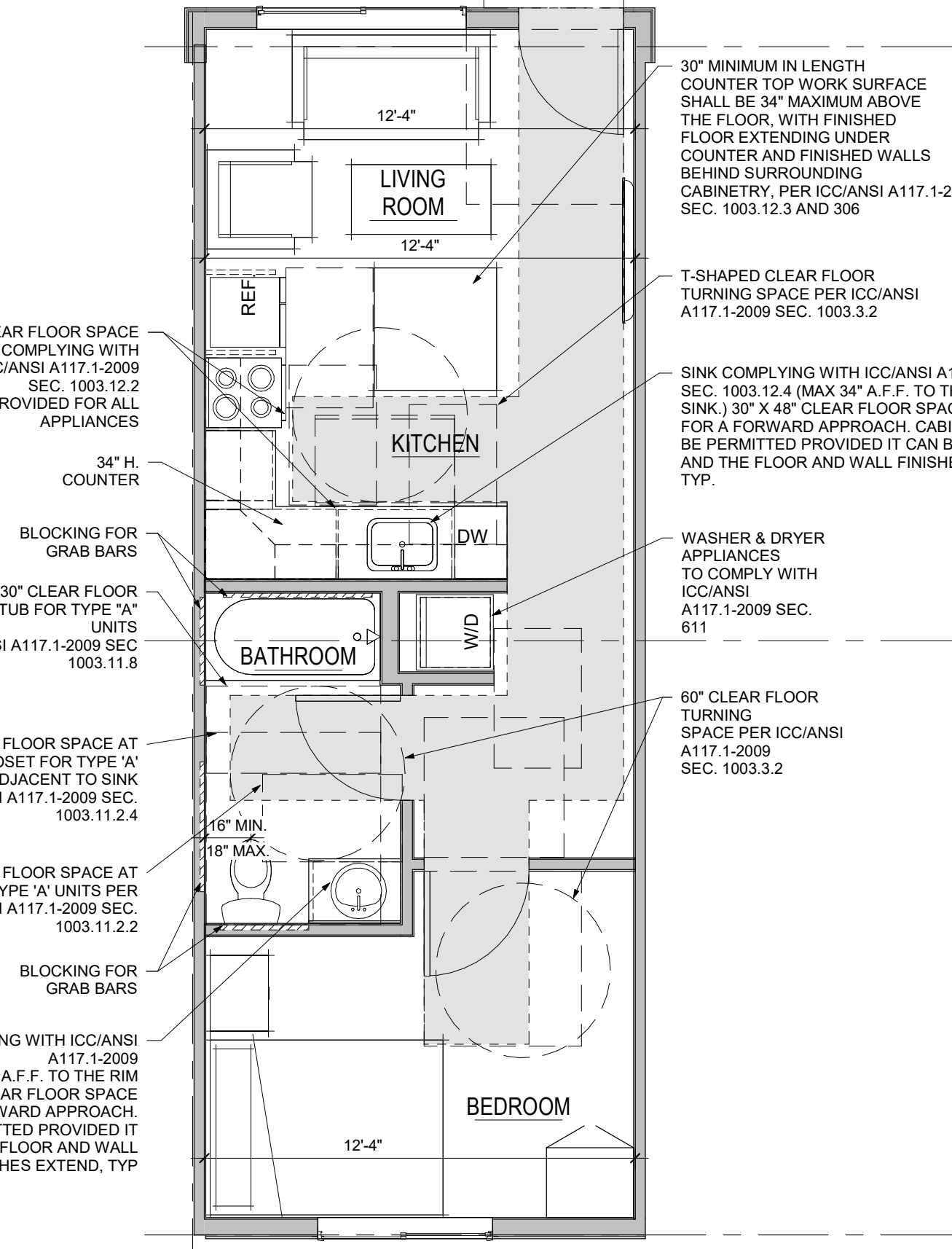
DOOR SCHEDULE_UNIT #1 'TYPE A'				
DOOR NUMBER	DOOR SIZE		DOOR TYPE	FIRE RATING
	WIDTH	HEIGHT		
100	3'-0"	8'-0"	EXTERIOR SOLID CORE WOOD PANEL	
101	3'-0"	7'-0"	INTERIOR HOLLOW CORE	
102	3'-0"	7'-0"	INTERIOR HOLLOW CORE	

DOOR SCHEDULE_UNIT #1				
DOOR NUMBER	DOOR SIZE		DOOR TYPE	FIRE RATING
	WIDTH	HEIGHT		
100	3'-0"	8'-0"	EXTERIOR SOLID CORE WOOD PANEL	
101	2'-10"	7'-0"	INTERIOR HOLLOW CORE	
102	2'-10"	7'-0"	INTERIOR HOLLOW CORE	
103	2'-0"	7'-0"	INTERIOR BARN DOOR	

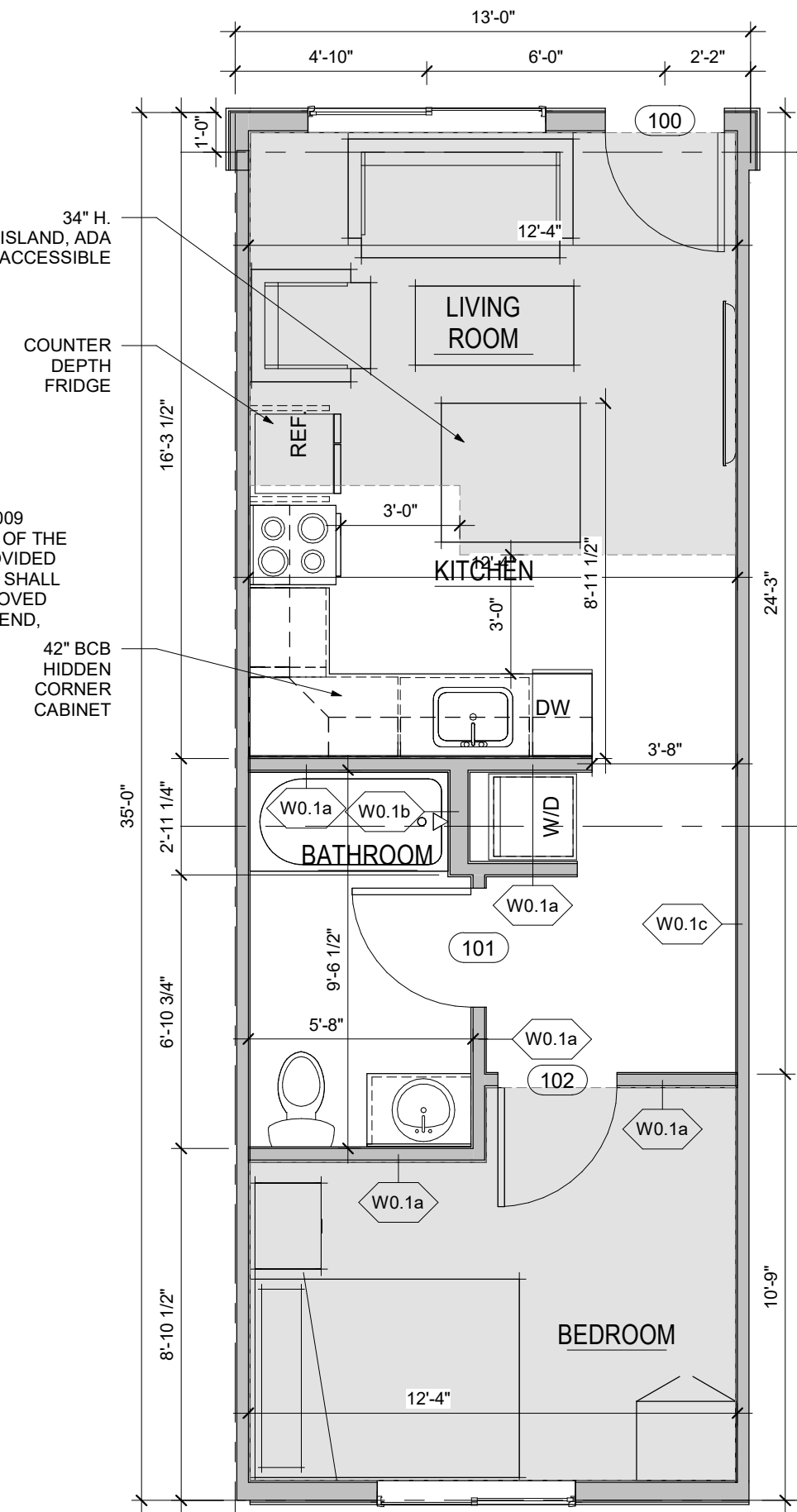
UNIT A1 @ SIDE ELEVATION	
Name	Area
CONDITIONED	427 SF



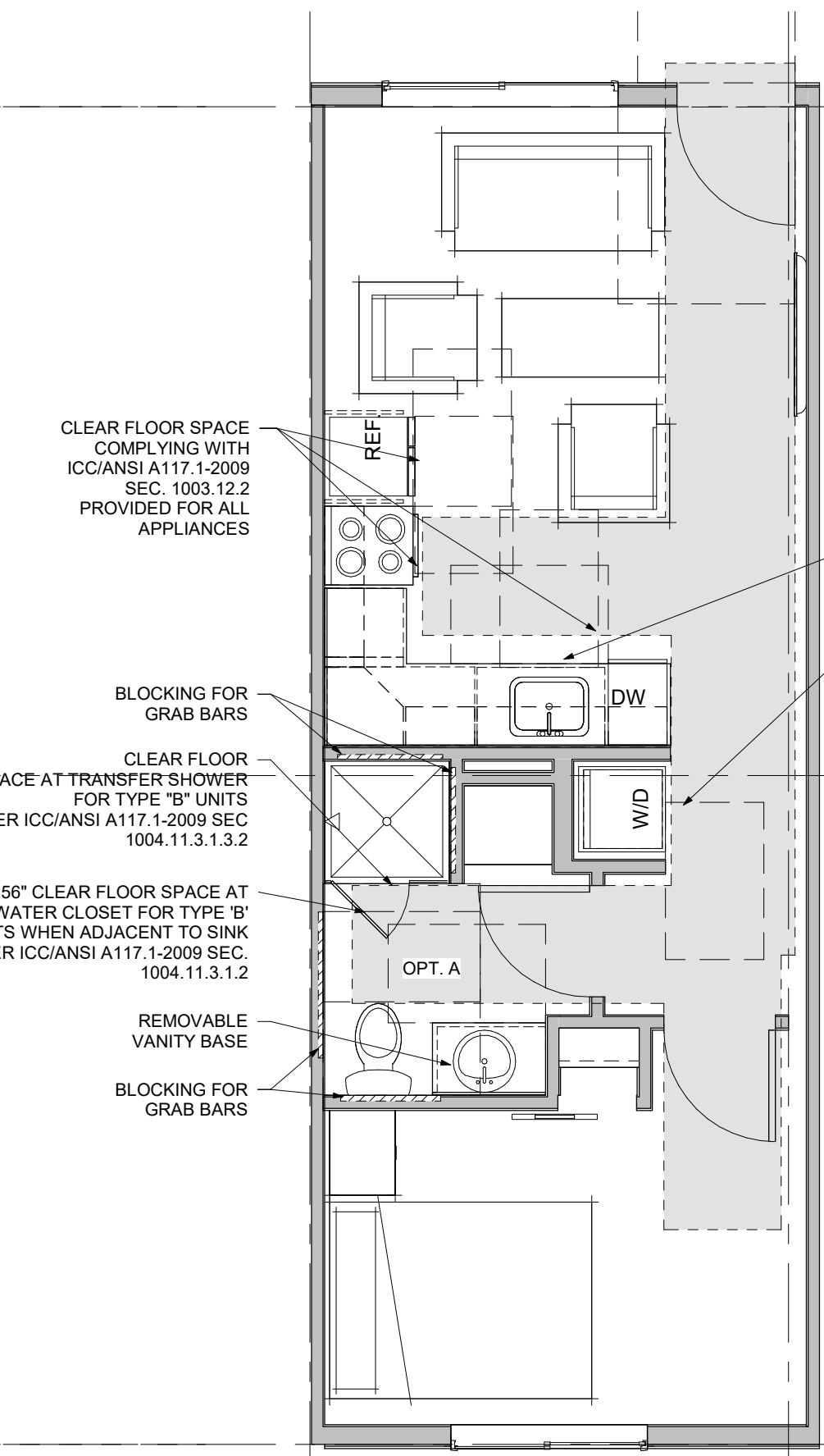
5 UNIT A1 @ SIDE ELEV.
1/4" = 1'-0"



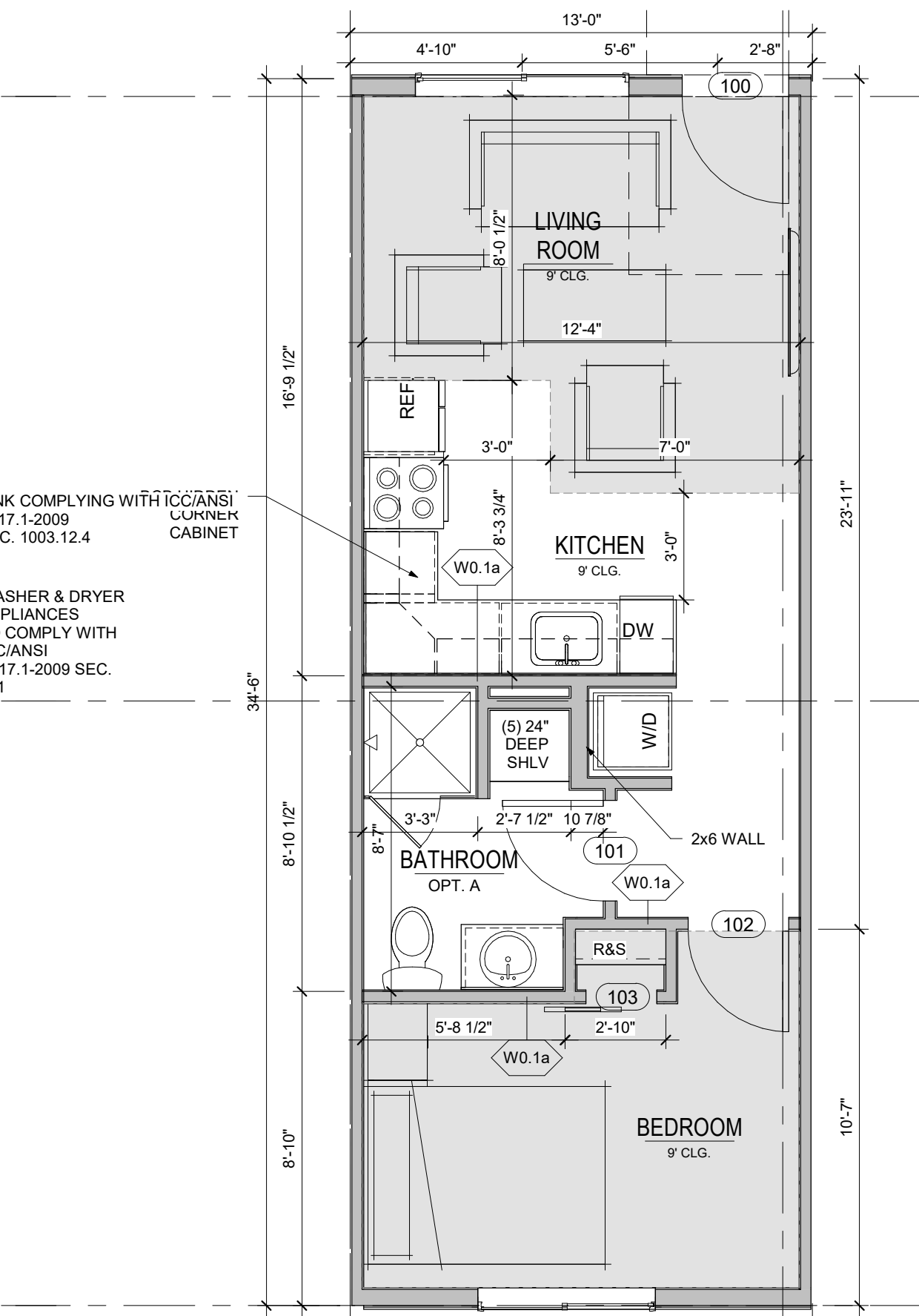
4 UNIT A1 - 'TYPE A' CLEAR FLOOR
1/4" = 1'-0"



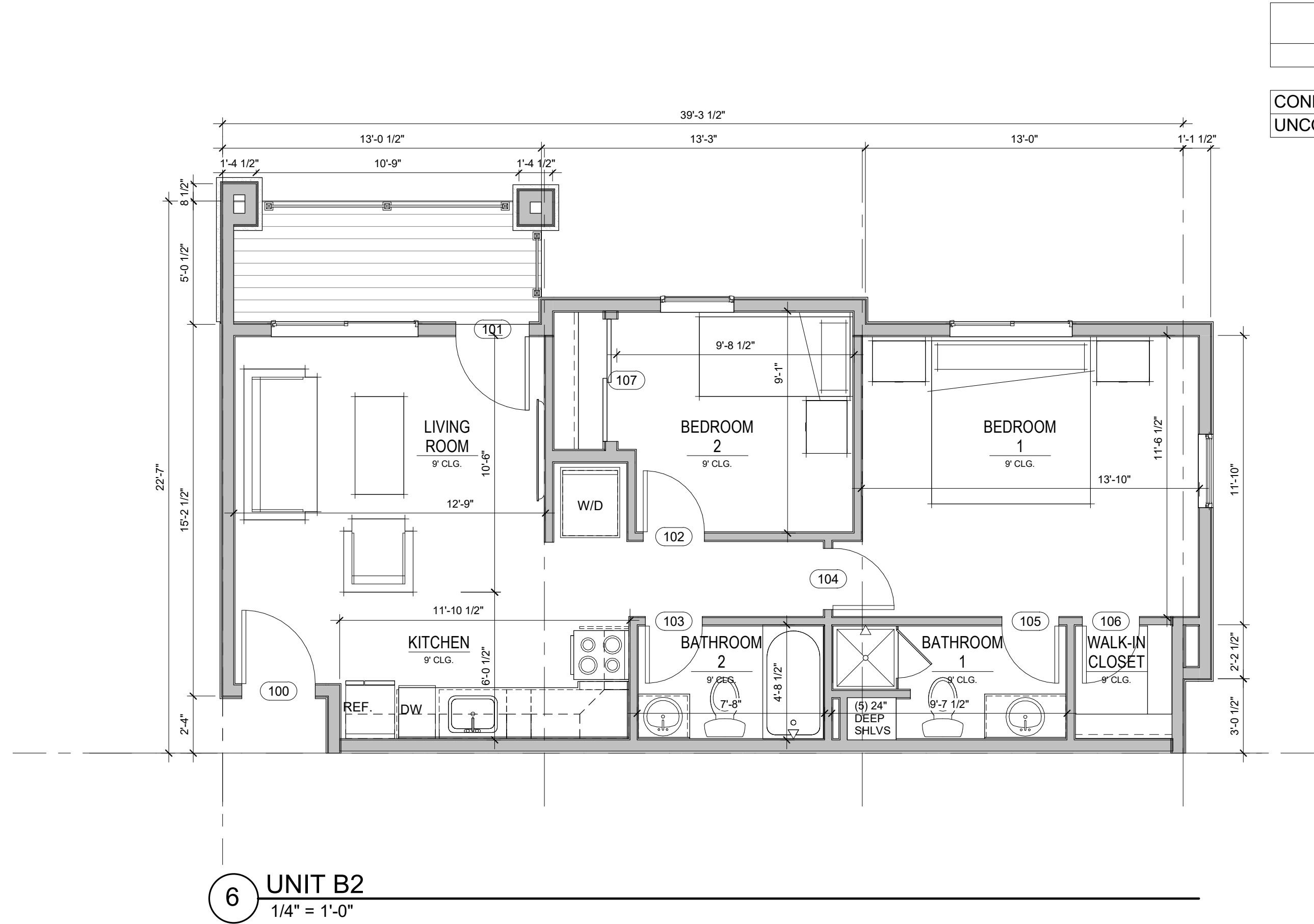
3 UNIT A1 - 'TYPE A'
1/4" = 1'-0"



2 UNIT A1 CLEAR FLOOR
1/4" = 1'-0"



1 UNIT A1
1/4" = 1'-0"



6 UNIT B2
1/4" = 1'-0"

UNIT A1 - 'TYPE A'	
Name	Area
CONDITIONED	427 SF
UNCONDITIONED	70 SF

UNIT A1	
Name	Area
CONDITIONED	414 SF
UNCONDITIONED	75 SF

UNIT B2	
Name	Area
CONDITIONED	637 SF
UNCONDITIONED	68 SF

NOT FOR
CONSTRUCTION

RANGE DEVELOPMENT
1017 TAMARAC PRKW. WOODLAND PARK, CO

NOT FOR CONSTRUCTION	DRAWN BY: AV
	CHECKED BY: KC
	ISSUE DATE: 02/09/2023
	REVISIONS:

UNIT PLANS

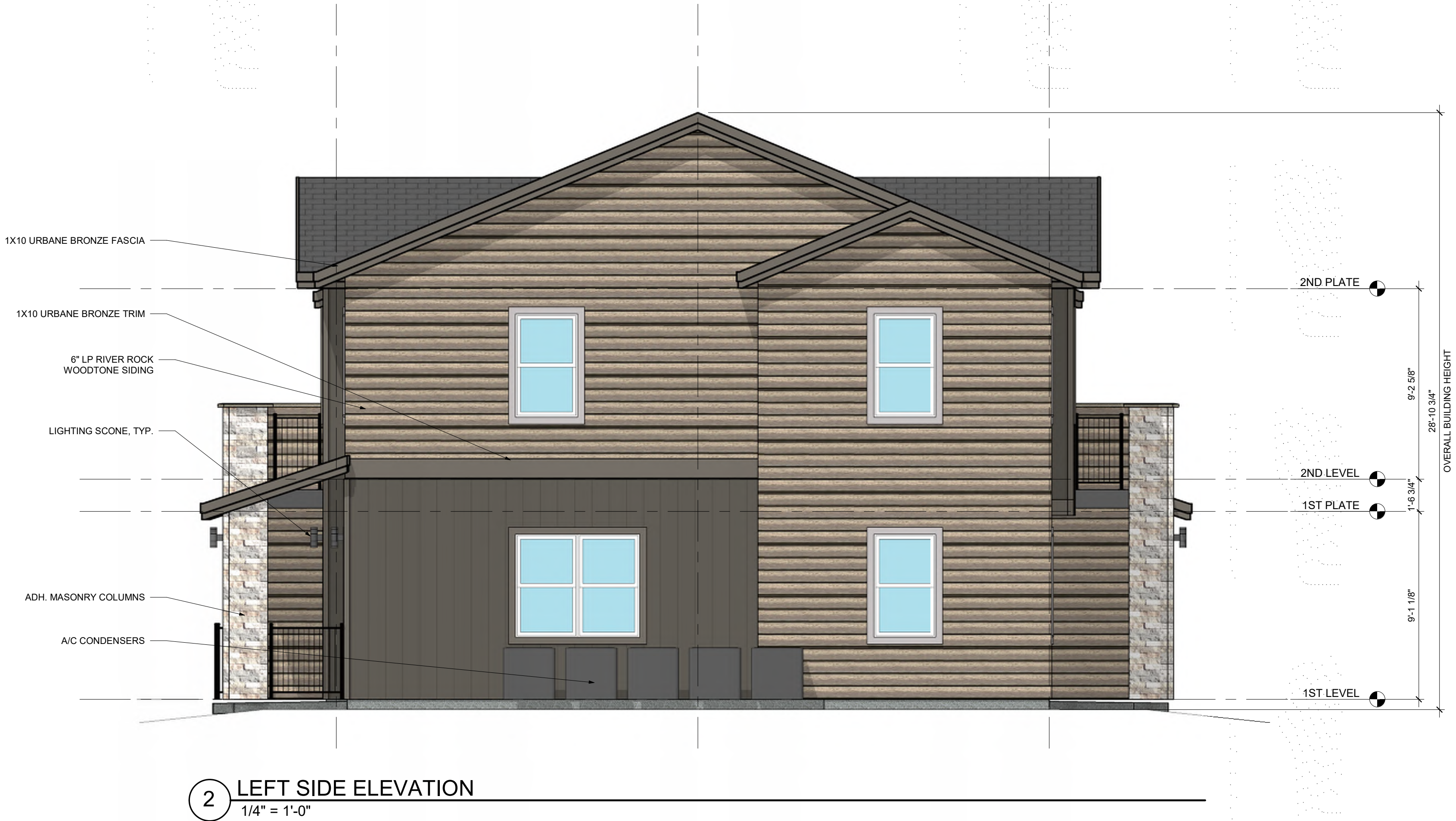
MATERIAL KEY		
MATERIAL	MANUFACTURER	FINISH
(A) ADH. MASONRY	EL DORADO	WHITE CAP - DRYSTACK
(B) BOARD & BATT SIDING	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
LP SOFFIT PANEL	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
FASCIA & GUTTERS	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
(C) 6" LAP SIDING	WOODTONE	RIVER ROCK
WINDOWS	VINYL	WHITE
DOWNSPOUTS	SHERWIN WILLIAMS	TO MATCH ADJACENT WALL COLOR
ROOF SHINGLES	GAF - TIMBERLINE CS SHINGLES	ENERGY STAR CERTIFIED
		ENGLISH GREY

NOT FOR CONSTRUCTION

RANGE DEVELOPMENT

1017 TAMARAC PRKW. WOODLAND PARK, CO

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	ISSUE DATE:	02/09/2023
	REVISIONS:	



MATERIAL KEY		
MATERIAL	MANUFACTURER	FINISH
(A) ADH. MASONRY	EL DORADO	WHITE CAP - DRYSTACK
		
(B) BOARD & BATT SIDING	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
LP SOFFIT PANEL	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
FASCIA & GUTTERS	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
(C) 6" LAP SIDING	WOODTONE	RIVER ROCK
WINDOWS	VINYL	WHITE
DOWNSPOUTS	SHERWIN WILLIAMS	TO MATCH ADJACENT WALL COLOR
ROOF SHINGLES	GAF - TIMBERLINE CS SHINGLES ENERGY STAR CERTIFIED	ENGLISH GREY

NOT FOR
CONSTRUCTION

RANGE DEVELOPMENT

1017 TAMARAC PRKW. WOODLAND PARK, CO

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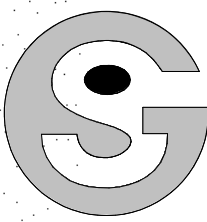


2 LEFT SIDE ELEVATION
1/4" = 1'-0"



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

MATERIAL KEY		
MATERIAL	MANUFACTURER	FINISH
(A) ADH. MASONRY	EL DORADO	WHITE CAP - DRYSTACK
(B) BOARD & BATT SIDING	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
LP SOFFIT PANEL	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
FASCIA & GUTTERS	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
(C) 6" LAP SIDING	WOODTONE	CASCADE SLATE
WINDOWS	VINYL	WHITE
DOWNSPOUTS	SHERWIN WILLIAMS	TO MATCH ADJACENT WALL COLOR
ROOF SHINGLES	GAF - TIMBERLINE CS SHINGLES	ENERGY STAR CERTIFIED
		ENGLISH GREY


Godden|Sudik
ARCHITECTS
SEE WHAT COULD BE
303.455.4437
www.goddensudik.com

5975 S. Quebec Street
Suite 250
Centennial, CO 80111

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CONSTRUCTION

RANGE DEVELOPMENT
1017 TAMARAC PRKW. WOODLAND PARK, CO

DRAWN BY:
AV
CHECKED BY:
KC
ISSUE DATE:
02/09/2023

REVISIONS:		

FRONT & LEFT
ELEVATIONS

A1.5b

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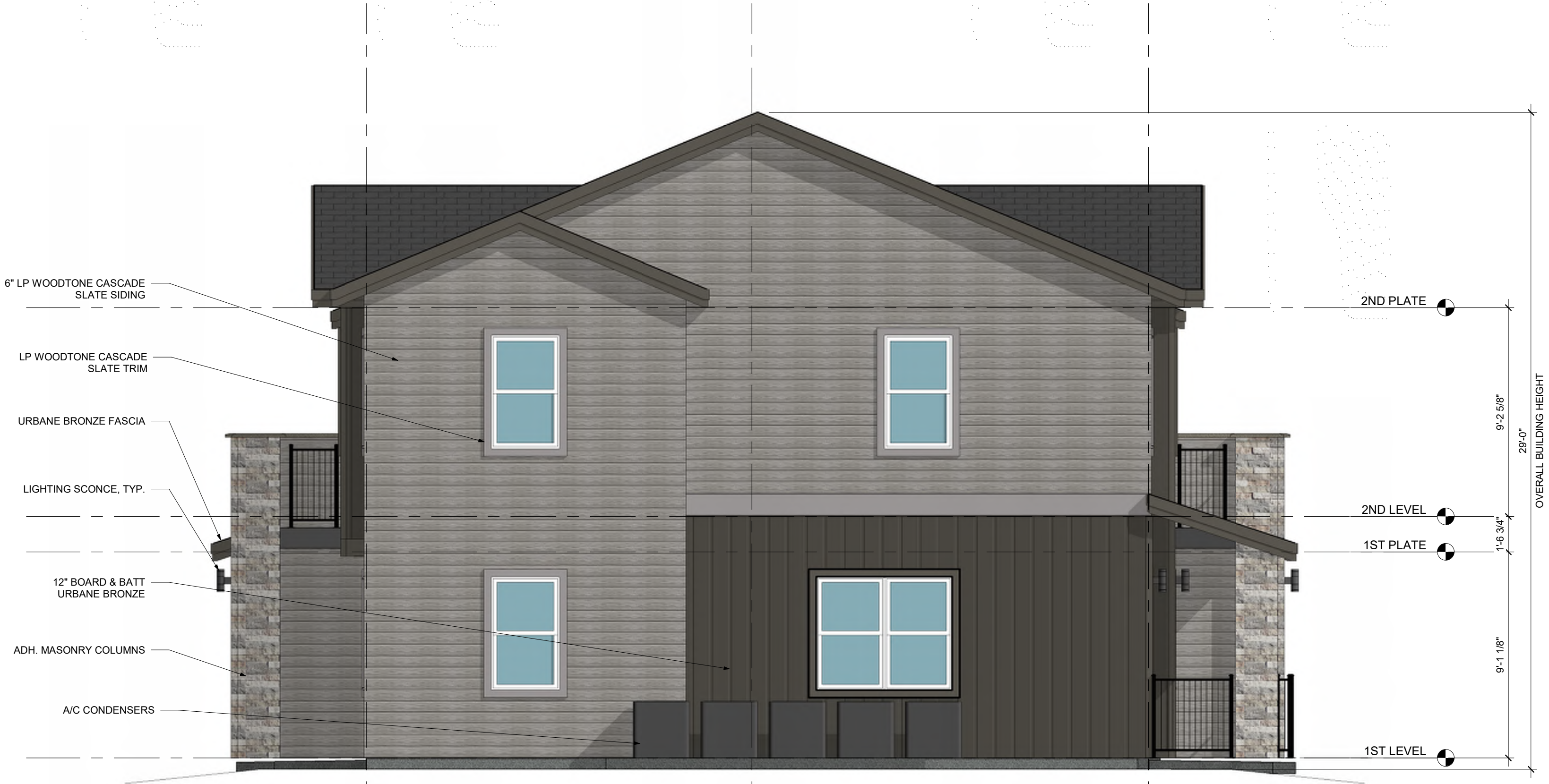
MATERIAL KEY		
MATERIAL	MANUFACTURER	FINISH
(A) ADH. MASONRY	EL DORADO	WHITE CAP - DRYSTACK
(B) BOARD & BATT SIDING	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
LP SOFFIT PANEL	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
FASCIA & GUTTERS	SHERWIN WILLIAMS	SW 7048 URBANE BRONZE
(C) 6" LAP SIDING	WOODTONE	CASCADE SLATE
WINDOWS	VINYL	WHITE
DOWNSPOUTS	SHERWIN WILLIAMS	TO MATCH ADJACENT WALL COLOR
ROOF SHINGLES	GAF - TIMBERLINE CS SHINGLES ENERGY STAR CERTIFIED	ENGLISH GREY

NOT FOR
CONSTRUCTION

RANGE DEVELOPMENT

1017 TAMARAC PRKW. WOODLAND PARK, CO

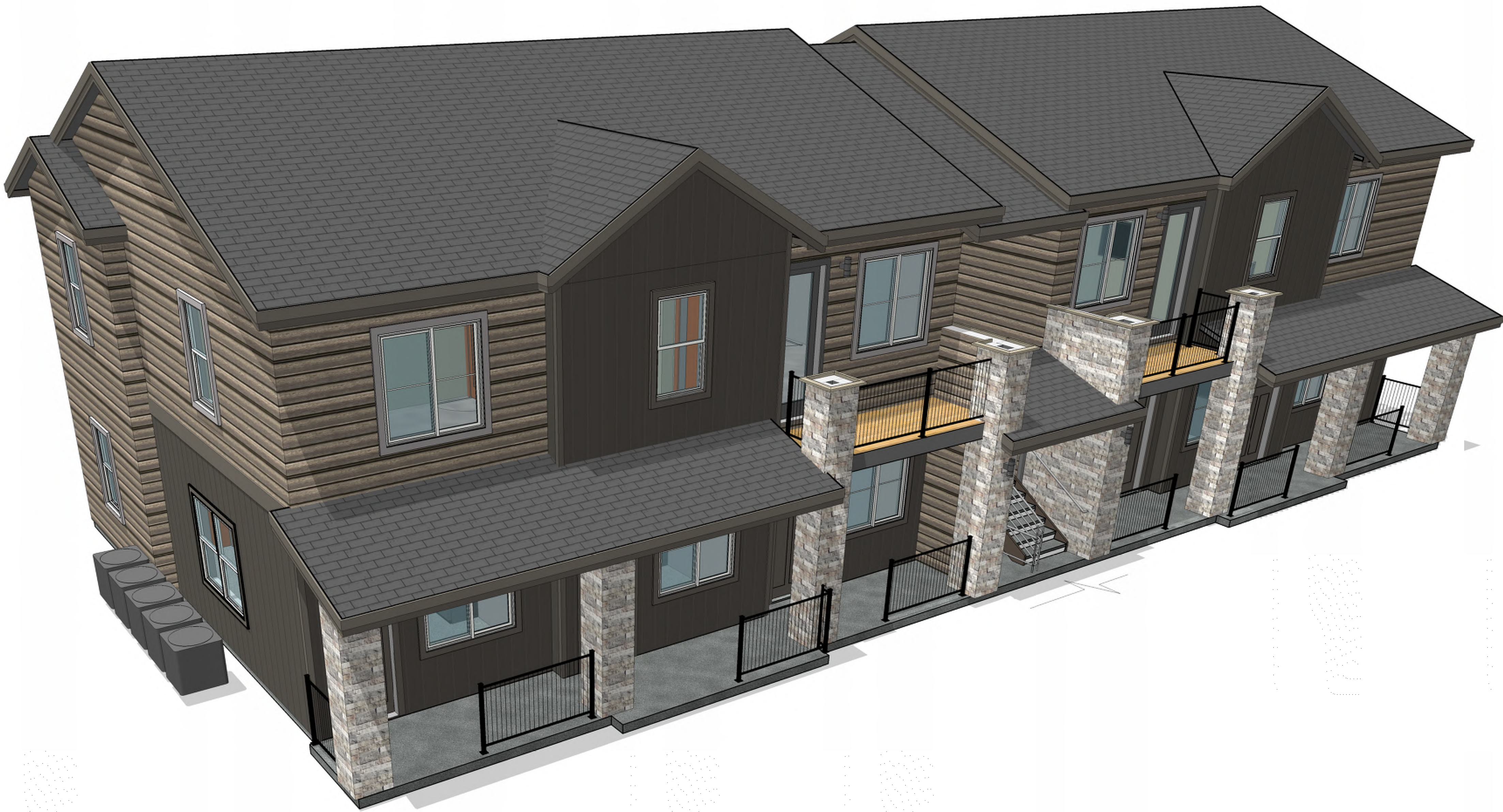
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	CHECKED BY: KC
	ISSUE DATE: 02/09/2023
	REVISIONS:



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



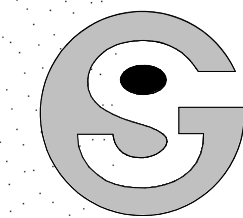
1 REAR ELEVATION
1/4" = 1'-0"



1 3D BIRD EYE PANEL



2 3D GROUND PANEL



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RANGE DEVELOPMENT
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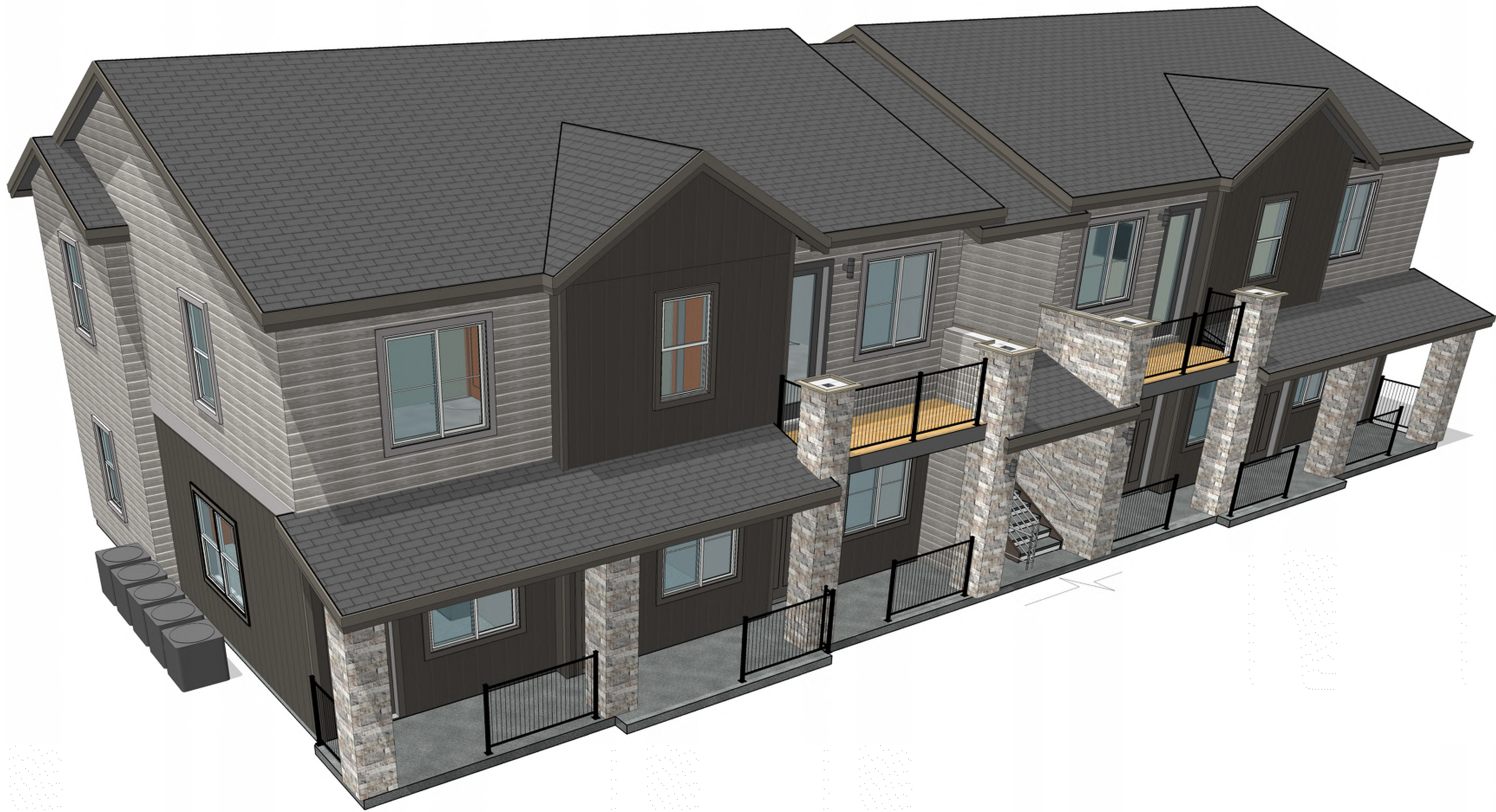
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CHECKED BY:
KC
ISSUE DATE:
02/09/2023

REVISIONS:

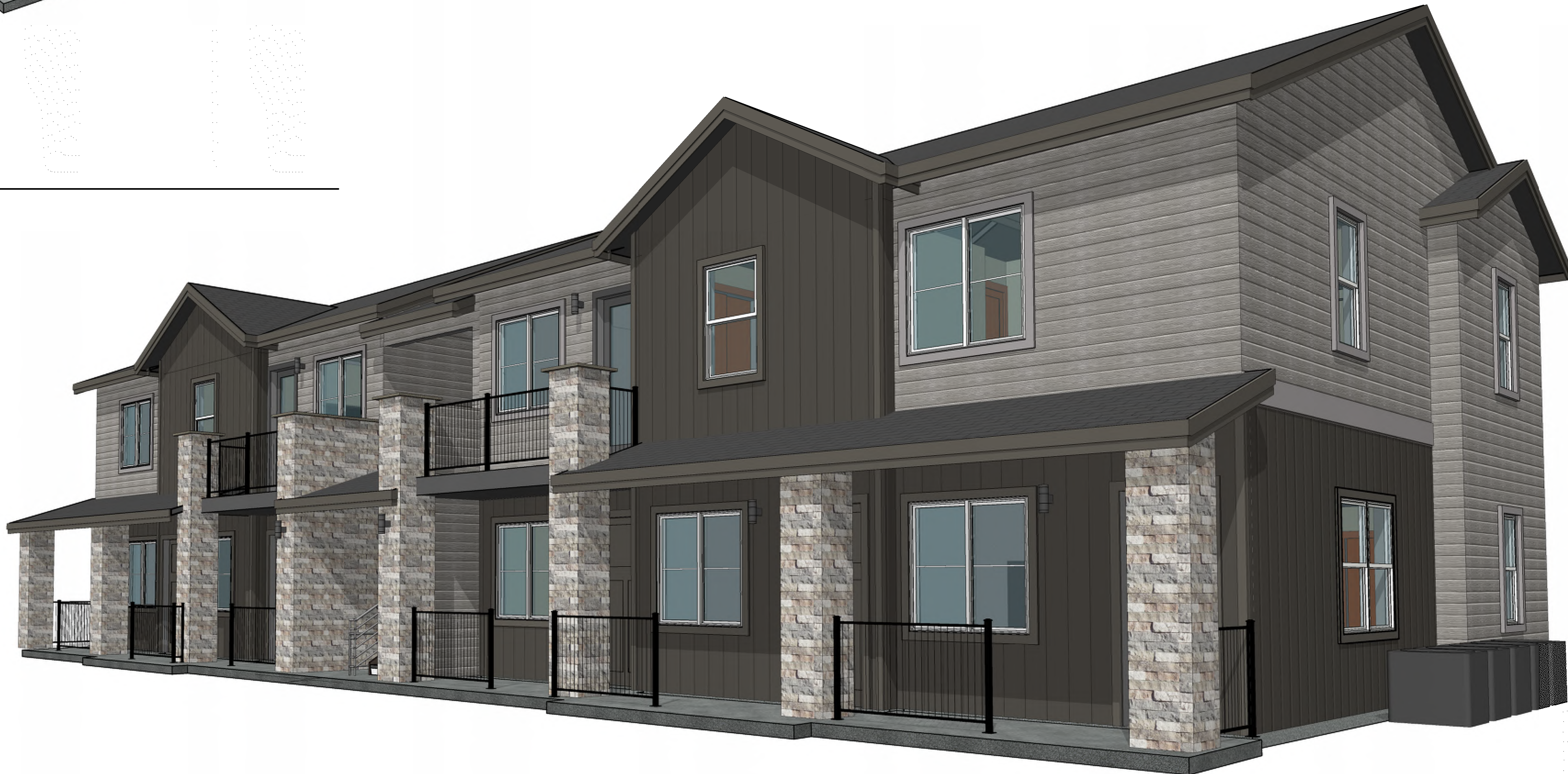
3D VIEWS

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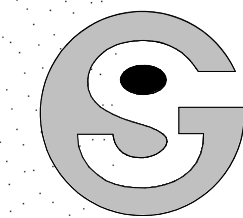
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2 3D BIRD EYE



1 3D GROUND



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RANGE DEVELOPMENT

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	CHECKED BY:	KC
	ISSUE DATE:	02/09/2023
	REVISIONS:	

3D VIEWS

A1.9

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LOT 6 TAMARAC TECH PARK FILING NO. 5
CITY OF WOODLAND PARK, COUNTY OF TELLER, STATE OF COLORADO
TAMARAC SITE PLAN



SHEET INDEX		
1	-	COVER SHEET
2	-	SITE PLAN
3	-	PRELIMINARY GRADING PLAN
4	-	PRELIMINARY UTILITY PLAN
5	-	SLOPE & SNOW STORAGE EXHIBIT

APPROVAL CONDITIONS AND RESTRICTIONS

APPROVAL
I HEREBY CERTIFY THAT I AM THE CITY PLANNER FOR THE CITY OF WOODLAND PARK, COLORADO, AND THAT I ATTEST THAT THIS PRELIMINARY PLAT/SITE PLAN WAS APPROVED, SUBJECT TO CONDITIONS, AS CONTAINED HEREIN, CITY OF WOODLAND PARK, PLANNING DEPARTMENT, BY THE CITY OF 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

SITE DATA

OWNER / DEVELOPER: COF5 LLC
137 MAIN STREET SUITE G-003W
EDWARDS, CO 81632
970-376-7670

LIMITS OF DISTURBANCE AREA: 6.72 ACRES

TOTAL SITE AREA: 7.0 ACRES

SCHEDULE OF DEVELOPMENT: SPRING 2023

CURRENT ZONING: MULTI-FAMILY RESIDENTIAL-URBAN

EXISTING USE: VACANT

PROPOSED USE: APARTMENTS
NUMBER OF BLDGS: 8
NUMBER OF UNITS: 122
DENSITY: 122 DU/7.0 AC=17.4 DU/AC

IMPERVIOUS SITE AREA: IMPERVIOUS EXISTING: 0 SF
IMPERVIOUS NEW: 137200.932± SF
% OPEN SPACE (PERVIOUS): 45.00%

MAX BUILDING HEIGHT: 30-FEET FOR PRIMARY STRUCTURE

SETBACKS: FRONT 25' MIN
REAR 25' MIN
SIDE YARD 8' MIN

ENGINEER: JR ENGINEERING, LLC
5475 TECH CENTER DRIVE, SUITE 235
COLORADO SPRINGS, CO 80919
719-630-0559

SURVEYOR: RAMPART SURVEYS, LLC
1050 TAMARAC PARKWAY
WOODLAND PARK, CO 80863
719-687-0920

PLANNER: COF5 LLC
CREIGHTON SOUKUP
970-376-7670
CREIGHTON@RANGECOLORADO.COM

LANDSCAPE DESIGN: JIMENEZ DESIGN GROUP, LLC
JULIO JIMENEZ
303-913-7417
JULIO.JDG@COMCAST.NET

PARKING DATA

APARTMENT UNITS	#1 BEDROOM UNIT	#2 BEDROOM UNIT	PARKING SPOTS REQUIRED
BUILDING 1 (TYPE A)	12	12	42
BUILDING 2 (TYPE A)	12	12	42
BUILDING 3 (TYPE A)	12	12	42

TOTAL PARKING SPOTS REQUIRED: 126

• # OF TOTAL PARKING APARTMENT SPOTS PROVIDED: 126 (6 ADA SPOTS PROVIDED)

EFFICIENT UNITS	#1 BEDROOM UNIT	#2 BEDROOM UNIT	PARKING SPOTS REQUIRED
BUILDING 4 (TYPE B)	6	4	17
BUILDING 5 (TYPE B)	6	4	17
BUILDING 6 (TYPE B)	6	4	17
BUILDING 7 (TYPE B)	6	4	17
BUILDING 8 (TYPE B)	6	4	17

TOTAL PARKING SPOTS REQUIRED: 85

• # OF EFFICIENT PARKING SPOTS PROVIDED: 85 (5 ADA PROVIDED)

PARKING SPOTS REQUIRED: 211
PARKING SPOTS PROVIDED: 211

PARKING NOTES

- 1.5 PARKING SPOTS REQUIRED FOR 1 BEDROOM UNITS.
- 2 PARKING SPOTS REQUIRED FOR 2 BEDROOM UNITS.

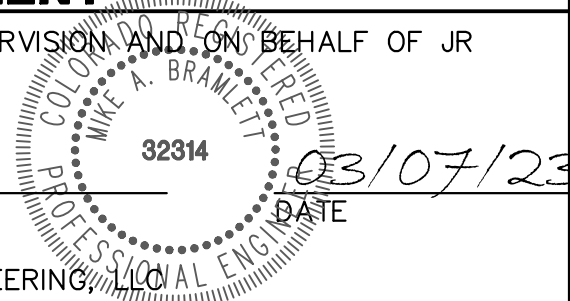


ENGINEER'S STATEMENT

PREPARED UNDER MY DIRECT SUPERVISION AND ON BEHALF OF JR ENGINEERING

MIKE A. BRAMLETT, P.E.
COLORADO P.E. 32314

FOR AND ON BEHALF OF JR ENGINEERING, LLC



UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USE FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR
COF5 LLC
137 MAIN STREET SUITE G-003W
EDWARDS CO 81632
ATTN: CREIGHTON SOUKUP
970-376-7670
CREIGHTON@RANGECOLORADO.COM

J.R. ENGINEERING
A Western Company
Central 303-740-9888 • Colorado Springs 719-583-2583
Fort Collins 970-491-9888 • www.jrengineering.com

BY	DATE	No.	REVISION	H-SCALE 1"=2000'	V-SCALE N/A	DATE 03/07/23	DESIGNED BY PAL	DRAWN BY PAL	CHECKED BY

LOT 6 TAMARAC TECH PARK FILING NO. 5 COVER SHEET SITE PLAN	SHEET 1 OF 5 JOB NO. 25199.01
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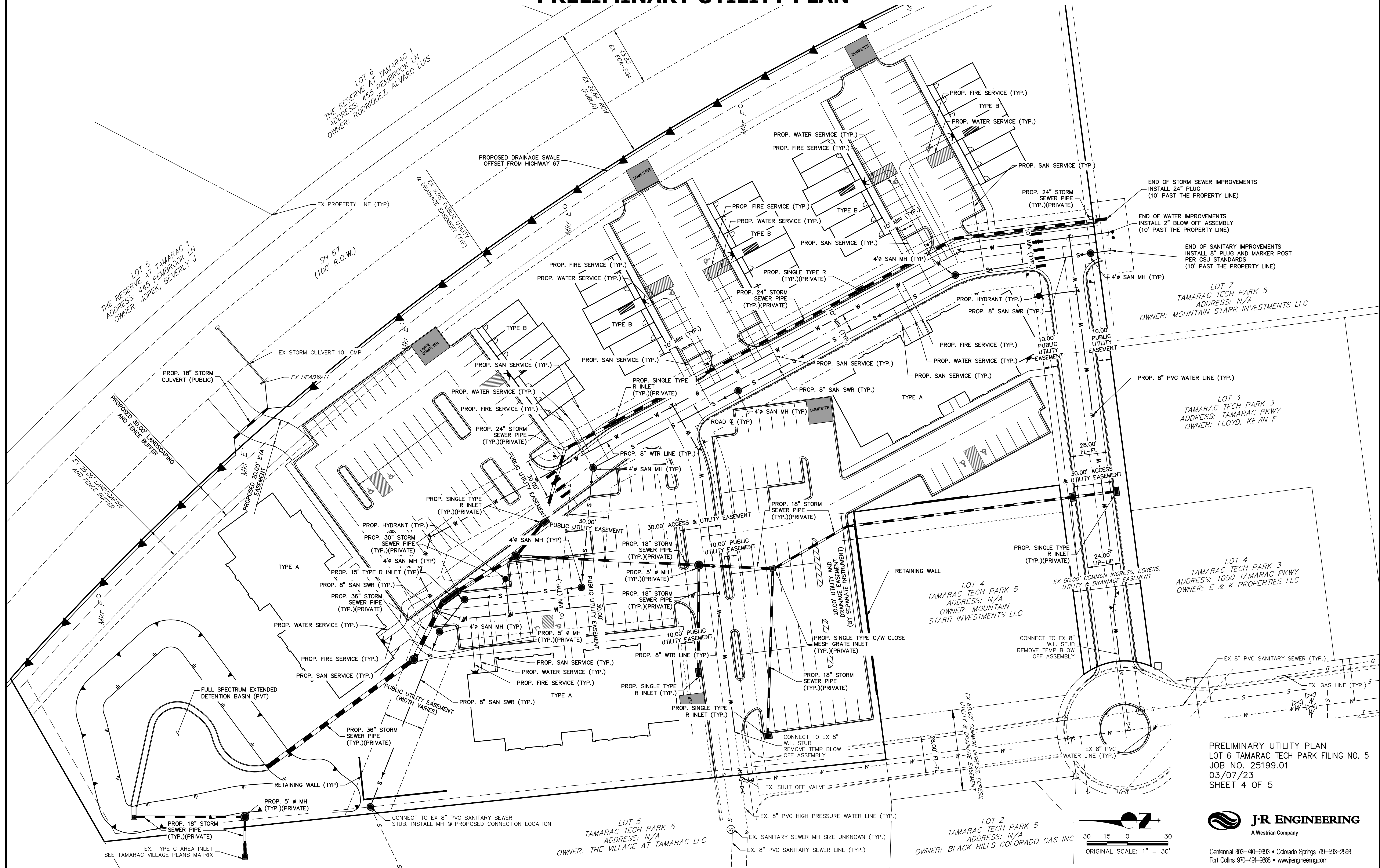
Page 169 of 179

Page 170 of 179



LOT 6 TAMARAC TECH PARK FILING NO. 5

PRELIMINARY UTILITY PLAN

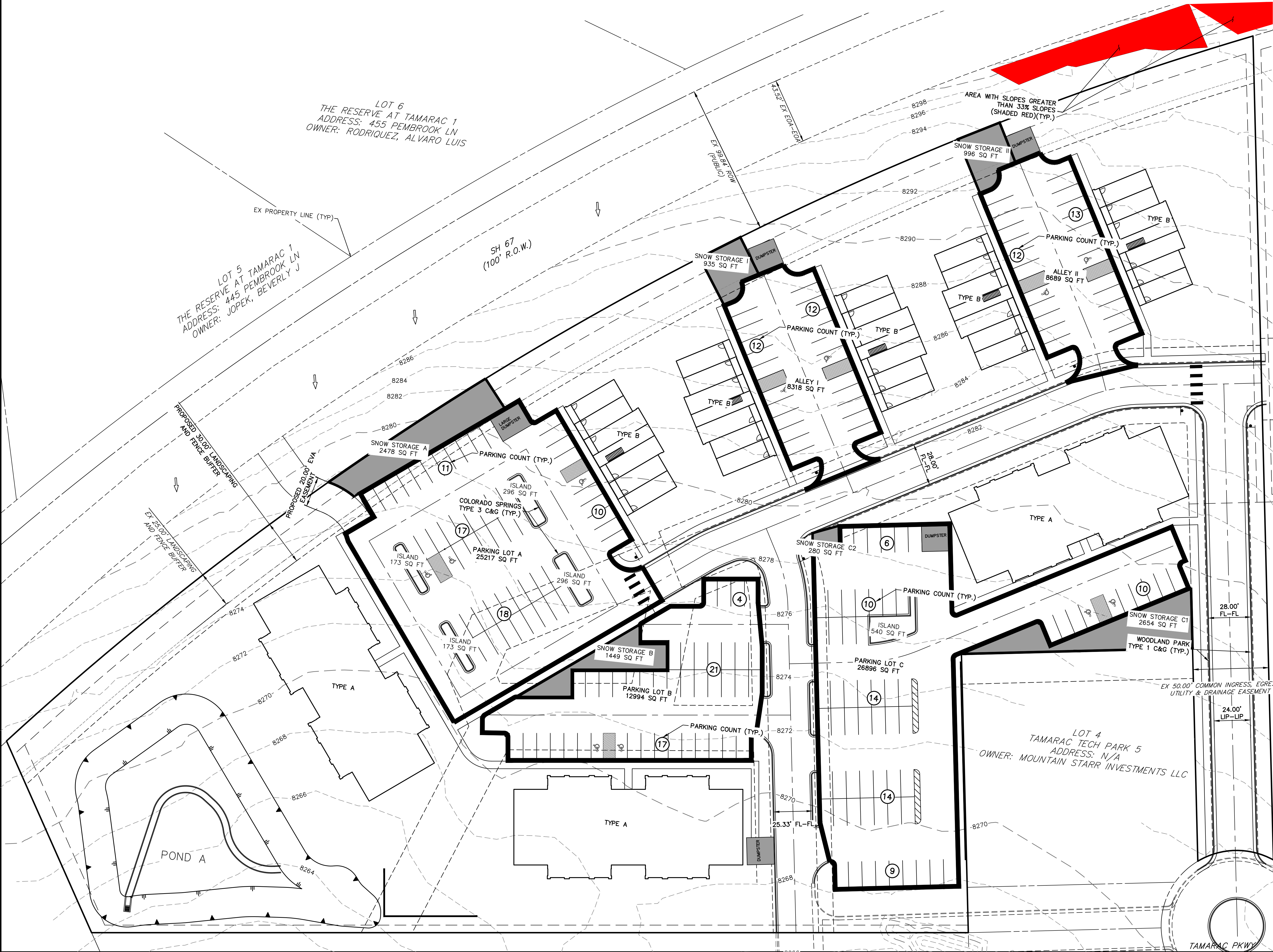


PRELIMINARY UTILITY PLAN
LOT 6 TAMARAC TECH PARK FILING NO. 5
JOB NO. 25199.01
03/07/23
SHEET 4 OF 5



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LOT 6 TAMARAC TECH PARK FILING NO. 5
SLOPE & SNOW STORAGE EXHIBIT



NOTES

1. SNOW STORAGE DESIGN TO BE FINALIZED AT FINAL DESIGN.

Lots 6 Tamarac Park Filing No. 5

Snow Storage	
Date	3/6/2023
Created by	PAL
Checked by	APL

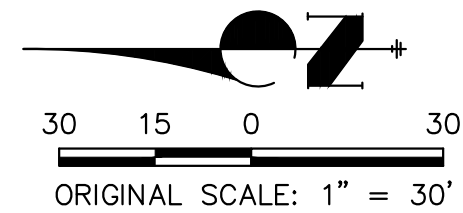
Parking Lot A	(SQ. FT.)
Parking area	25,217
Island area	938
Total Paved area	24,279
Storage required	2,428
Storage area A1	2,478
Storage area A2	-
Total Storage	2,478

Parking Lot B	(SQ. FT.)
Parking area	12,994
Island area	-
Total Paved area	12,994
Storage required	1,299
Storage area B1	1,449
Storage area B2	-
Total Storage	1,449

Parking Lot C	(SQ. FT.)
Parking area	26,896
Island area	540
Total Paved area	26,356
Storage required	2,636
Storage area C1	2,654
Storage area C2	280
Total Storage	2,934

Alley I	(SQ. FT.)
Paved area	8,318
Storage required	832
Storage area I	935

Alley II	(SQ. FT.)
Paved area	8,689
Storage required	869
Storage area II	996



SLOPE & SNOW STORAGE
EXHIBIT
LOT 6 TAMARAC TECH PARK FILING NO. 5
JOB NO. 25199.01
03/07/23
SHEET 5 OF 5



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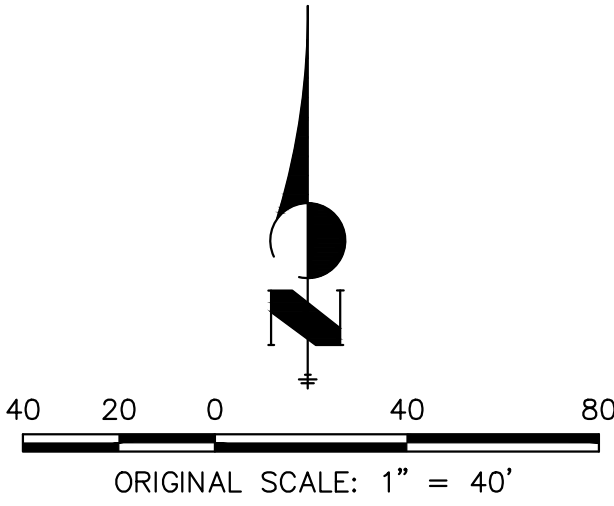
TAMARAC LOT 6
PERVIOUS AREA EXHIBIT



LEGEND

- HARDSCAPE
- ROOFS
- LAWNS

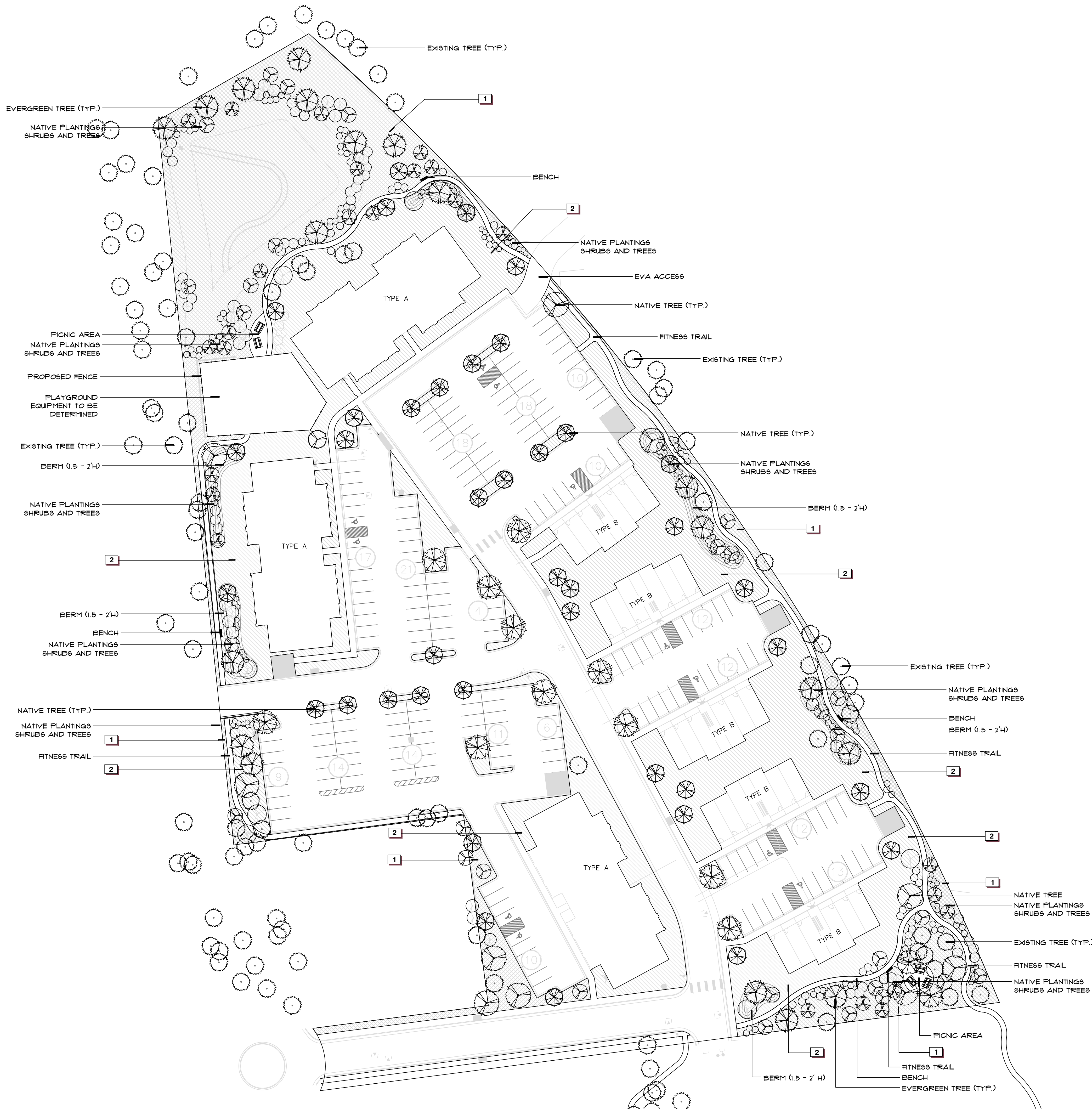
Basin ID	Total Area (ac)	Hardscape (100% Impervious)				Roofs (90% Impervious)				Lawns (0% Impervious)				Basins Total		Basins Total Weighted % Imp.
		C _s	C ₁₀₀	Area (ac)	Weighted % Imp.	C _s	C ₁₀₀	Area (ac)	Weighted % Imp.	C _s	C ₁₀₀	Area (ac)	Weighted % Imp.	Weighted C _s	Weighted C ₁₀₀	
Lot 6	7.00	0.90	0.96	2.65	37.9%	0.73	0.81	0.99	12.7%	0.08	0.35	3.36	0.0%	0.48	0.65	50.6%



PERVIOUS AREA EXHIBIT
TAMARAC LOT 6
JOB NO. 25199.01
03/13/23
SHEET 1 OF 1

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REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	2023-03-29 20'00" DETAIL
1	MOUNTAIN SEED MIX SEEDING RATE: NEW SEEDING BROADCAST: 20-25 LBS/ACRE DRILLED: 15-20 LBS/ACRE OVERSEEDING BROADCAST: 10-15 LBS/ACRE DRILLED: 5-10 LBS/ACRE MIX CONTAINS: 20% CEREAL RYE A HARDY ANNUAL GRASS WITH GERMINATION IN 10-14 DAYS. USED AS A COVER CROP IN PERENNIAL GRASS MIXES TO PROVIDE SOIL STABILIZATION. 20% TETRAPLOID PERENNIAL RYE BUNCHGRASS WITH GERMINATION IN 5-10 DAYS. ONE OF THE MOST WIDELY USED GRASSES AND IS ADAPTABLE TO A WIDE VARIETY OF SOILS AND CLIMATE CONDITIONS. IT HAS A LEAFY HEAD AND FINE STEM. 15% FORAGE KENTUCKY BLUEGRASS COOL SEASON SOD-FORMING GRASS WITH GERMINATION IN 14-21 DAYS. HAS DARKER GREEN FOLIAGE AND IS FREQUENTLY USED FOR HAY FOR SHEEP AND CATTLE. 15% MOUNTAIN BROME A COOL SEASON BUNCHGRASS WITH GERMINATION IN 10-14 DAYS. SURVIVES ON THIN, DRY OR COARSE SOILS, AND DISPLAYS STRONG WINTER HARDINESS. MOUNTAIN BROME PRODUCES BEST IN MOST DEEP FERTILE SOILS. 15% ORCHARDGRASS BUNCHGRASS WITH GERMINATION IN 14-21 DAYS. A PERSISTENT PERENNIAL THAT IS ONE OF THE EARLIEST GROWING GRASSES IN THE SPRING. ORCHARDGRASS PERFORMS WELL IN MOST SOIL TYPES. 10% TIMOTHY A COOL SEASON BUNCHGRASS WITH GERMINATION IN 1-10 DAYS. THRIVES ON FINER TEXTURED SOILS AND IS KNOWN AS A NUTRITIOUS PRODUCER OF HAY, PASTURE, OR SILAGE. 5% ALSIKE CLOVER A COOL SEASON BUNCHGRASS WITH GERMINATION IN 1-10 DAYS. USED FOR SHORT ROTATION HAY PRODUCTION IN COOLER CLIMATE AND WET SOILS.	50,814 SF	
2	LOW GROW MIX SEEDING RATE: NEW SEEDING DRYLAND: 20-25 LBS/ACRE IRRIGATED: 40 LBS/ACRE OVERSEEDING DRYLAND: 10-15 LBS/ACRE IRRIGATED: 20 LBS/ACRE MIX CONTAINS: 30% EPHRAIM CRESTED WHEATGRASS SLIGHTLY RHIZOMATOUS BUNCHGRASS WITH GERMINATION IN 14-21 DAYS. DROUGHT RESISTANT AND WINTER HARDY WITH A DEEP ROOT SYSTEM MAKING IT AN EXCELLENT SOIL BINDER. CRESTED WHEATGRASS IS WELL ADAPTED TO STABILIZATION OF DISTURBED SOILS AND DOES WELL ON A VARIETY OF SOIL TYPES. 25% SHEEP FESCUE BUNCHGRASS WITH GERMINATION IN 14-21 DAYS. WELL ADAPTED TO MOST SOIL CONDITIONS AND IS GREAT FOR SOIL EROSION CONTROL AND LOW MAINTENANCE MIXTURES. 20% PERENNIAL RYE BUNCHGRASS WITH GERMINATION IN 5-10 DAYS. ONE OF THE MOST WIDELY USED GRASSES AND IS ADAPTABLE TO A WIDE VARIETY OF SOILS AND CLIMATE CONDITIONS. IT HAS A LEAFY HEAD AND FINE STEM. 15% CHEWINGS FESCUE BUNCHGRASS WITH GERMINATION IN 7-21 DAYS. FINE FESCUE THAT IS SHADE TOLERANT AND REQUIRES LITTLE WATER. PERSISTS IN DRY SOILS AND INFERTILE SOILS. 10% CANADA BLUEGRASS SOD-FORMING GRASS WITH GERMINATION IN 14-21 DAYS. RESISTANT TO DROUGHT AND SOME SALINITY. IT IS USED TO RECLAIM DISTURBED AREA SUCH AS GRAVEL PITS, CUT ROADS, ROADSIDES, AND MINES.	67,836 SF	

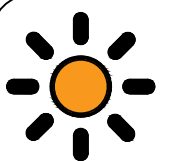


Notes:

THIS IS A CONCEPTUAL LANDSCAPE PLAN ONLY. ALL DIMENSIONS AND EDGES ARE FOR GENERAL REFERENCE ONLY AND WILL NEED TO BE FIELD VERIFIED WITH EXISTING SITE MEASUREMENTS.



REV:	DESCRIPTION:	BY:	DATE:
STATUS:			

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PO Box 42
Stockton, NJ 08559
908-328-9961
www.hortsolutions.net

CLIENT:
**TAMARAC TECH FILING NO. 5
WOODLAND PARK, COLORADO**

PROJECT:
LANDSCAPE PLAN

SITE:
**BIGHORN CROSSING
GEORGETOWN, COLORADO**

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 40'-0"	DATE: 03/29/2023	DRAWN: MWO	CHECKED: MWO
PROJECT NO: 2023-034	DRAWING NO: LA-01	REVISION:	-

**CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1449, Sereis 2023**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO CREATING CHAPTER 2.16 OF THE WOODLAND PARK MUNICIPAL
CODE, REGARDING EMERGENCY MANAGEMENT, TO ESTABLISH A PROCESS
FOR THE DECLARATION OF A LOCAL EMERGENCY AND TO SPECIFY THE
AUTHORITY OF THE CITY COUNCIL AND CITY MANAGER DURING THE SAME**

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

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

WHEREAS, pursuant to C.R.S. § 24-33.5-701 *et seq.*, the City, by and through its City Council, possesses the authority to adopt laws and ordinances to authorize and provide for coordination of activities relating to disaster prevention, preparedness, response, and recovery;

WHEREAS, at present, the City’s ability to respond to an emergency situation is derived almost entirely from the City Charter, with limited, enumerated situations like the accidental discharge of hazardous materials or water shortages addressed specifically by the Woodland Park Municipal Code (the “Code”);

WHEREAS, the proliferation of wildfires across Colorado, as well as the recent pandemic, has highlighted the need for a clearer and more comprehensive set of emergency management provisions which specify and delineate the emergency authorities and roles of the City Council and the City Manager during a declared local emergency; 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 create Chapter 2.16 of the Code, as it relates to the establishment of comprehensive emergency management provisions.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOODLAND PARK, COLORADO, AS FOLLOWS:**

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

Section 2. Chapter 2.16 of the Woodland Park Municipal Code, concerning emergency management is hereby created to read as follows:

Chapter 2.16 - EMERGENCY MANAGEMENT

2.16.010 - Purpose and intent.

- A. The purpose of this chapter is to provide for continuity and efficient operation of local government in times of emergency.
- B. This chapter provides the necessary organization, powers, and authority to enable a timely and effective use of all available resources to prepare for, respond to, and recover from civil emergencies, emergencies, or disasters that are likely to affect the health, security, safety, or property of city residents.
- C. The city manager, or in the city council's discretion, the mayor, shall declare, manage, and end an officially declared local emergency.
- D. The provisions of this chapter are to be interpreted and enforced in a manner that is consistent with the Constitution of the United States, the Constitution of the state of Colorado, and Colorado state law on emergency management, C.R.S. § 24-33.5-701, *et seq.*, as amended.

2.16.020 - Definition.

As used in this chapter, "local emergency" means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons or property within the city, including, without limitation, fire, flood, wind, storm, earthquake, epidemic, pandemic, infestation, explosion, aircraft crash, air pollution, hazardous substance incident, oil spill, contamination of air or water requiring immediate action to avert danger or damage, water or power shortage, drought, civil disturbance, condition of riot or insurrection, hostile military or paramilitary action, or any other disaster or emergency that requires the aid and assistance of outside, local, state, or federal agencies.

2.16.030 - Declaration of emergency.

- A. The city manager may declare a local emergency when the city manager determines that there is reasonable cause to believe that the city, or any part of the city, is suffering from, or is in imminent danger of suffering from, a local emergency, and that such a declaration is required to avoid or mitigate serious injuries to members of the public or the loss of life or property. However, the power to declare a local emergency is subject to the power of the city council to determine, by appropriate motion and majority vote, that the mayor, instead of the city manager, shall declare the local emergency or exercise the emergency powers enumerated in this chapter to manage the emergency.
- B. Any declaration of a local emergency shall be promptly filed with the city clerk, delivered to the Teller County office of emergency management, and forwarded to the state office of emergency management. As soon as possible thereafter, the city manager shall notify the city council and the county clerk. The public shall also be notified promptly through general dissemination to the news media, posting on the city website, and by the use of other means of communication appropriate for informing the general public.

C. No declaration of local emergency may exceed seven days from the time of declaration of the local emergency, except with the consent of the city council. No declared local emergency shall extend beyond the next regular or special meeting of the city council unless, at such meeting, the declaration of emergency is specifically approved for a longer duration by resolution of the city council.

2.16.040 - Emergency powers.

Upon the declaration of a local emergency, the city manager shall, upon a finding of need, issue such orders as may be required to protect the health, safety, and welfare of persons or property within the city or to otherwise preserve the public peace or abate, clean up, or mitigate the effects of any local emergency. Such orders, once issued, may be changed from time to time during the period of the declared local emergency based upon the discretion of the city manager and may include, without limitation, orders to accomplish the following objectives:

A. To call upon regular and auxiliary enforcement agencies and organizations within or outside of the city to assist in preserving and keeping the peace and the preservation of life and property of the residents of the city;

B. To close streets, sidewalks, parks, and other public places and to delineate areas within the city where the local emergency exists;

C. To impose a curfew upon all or any portion of the city, thereby requiring all persons in such designated curfew areas to immediately remove themselves from the streets, sidewalks, parks, and other public places;

D. To appropriate and expend funds, execute contracts, authorize the acquisition of property, equipment, services, supplies, and materials on the open market at not more than commercial prices without the strict adherence to normal procurement procedures, subject to the following limitations:

1. The authority of the city manager to approve contracts during a local emergency shall be limited to contracts that are reasonably related to the local emergency and in an aggregate amount not to exceed fifty thousand dollars per contract.

2. The suspension of normal procurement procedures shall remain in effect for the duration of the local emergency, unless earlier terminated by the city council.

3. If such powers are exercised during a local emergency, the city manager shall provide to the city council in advance of each regular meeting of the city council a summary of all contracts approved, including the name of the contractor or vendor, amount of the contract, and purpose of the contract.

E. To hire or contract for construction, snow removal, engineering, architectural, building,

electrical, plumbing, or other professional or construction services essential to the continued operation of the city without the advertising of bids or strict adherence to normal procurement procedures;

F. To close or limit the use of any public building or facility within the city;

G. To issue any administrative regulations consistent with this chapter;

H. To temporarily suspend or modify provisions of any ordinance or regulation if strict adherence to such ordinance or regulation would prevent, hinder, or delay action that is necessary to address the local emergency; and

I. To take any other action necessary for and reasonably related to the preservation of life and property within the city.

2.16.050 - Conflicting orders.

Any orders issued pursuant to this chapter in response to a local emergency shall take precedence over existing ordinances, rules, and regulations if a conflict exists.

2.17.060 - Violations.

Any person who knowingly violates any order issued pursuant to this chapter in response to a declared local emergency commits a misdemeanor and upon conviction thereof shall be punished in accordance with Chapter 1.12 of this code.

Section 3. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

City of Woodland Park

Hilary LaBarre, Mayor

ATTEST:

City Clerk, Suzanne Leclercq