



City of Woodland Park

City Council

May 7, 2026 at 6:00 PM

AGENDA

4:30 pm - Work Session with City Council and the Board of Review to discuss the Update to the International Fire Code

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Appointment to Parks and Recreation Advisory Board (A) (City Clerk Mendoza)
 - B. Sales Tax Update for February 2026 (A) (Presenter: City Manager Vassalotti)
 - C. Appointment to Planning Commission (A) (Presenter: City Clerk Mendoza)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
 - A. Approval of the April 16, 2026 City Council Meeting Minutes (A) (Presenter: City Clerk Mendoza)
 - B. Statement of Expenditures for March 2026 (A) (Presenter: City Manager Vassalotti)
 - C. Request to approve a change order in the amount of \$53,866.00 to the existing contract with Ross Electric-Enterprises, Inc. for additional electrical work for the construction of North Well Field pump (NWP Project) (A) (Presenter: Utilities Director Wiley)
 - D. Approval of the contract between the City of Woodland Park and HCG Construction for construction of the reservoir access roads in the amount of \$1,224,685.00 (A) (Presenter: Utilities Director Wiley)
 - E. Approval of a contract between the City of Woodland Park and Respec for construction management services for the reservoir access roads in the amount of \$124,600.00. (A) (Presenter: Utilities Director Wiley)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**

(Public Comment may be heard)
8. **ORDINANCES ON INITIAL POSTING**

(Public comment may be heard)

 - A. Approval of Ordinance 1522, Series 2026, on initial posting, An Ordinance of the City Council of the City of Woodland Park,

Colorado, Prohibiting the use of Graywater and the Installation of Graywater Treatment Works, and setting a Public Hearing for May 21, 2026 (L) (Presenter: Utilities Director Wiley)

- B. Approval of Ordinance No, 1523, Series 2026, on initial posting, An Ordinance of the City Council for the City of Woodland Park, Colorado, Amending the Land Lease Agreement between the City of Woodland Park and Cellco Partnership D/B/A Verizon Wireless for the purposes of updating Verizon's leased area and facility located in relation to the Aquatic Center located at 111 N. Baldwin and setting Public Hearing for May 21, 2026 (L) (Presenter: City Attorney Wilson)

9. PUBLIC HEARINGS

(Public comment may be heard)

- A. Public Hearing allowing citizens or any other interested person the opportunity to be heard for or against the granting of a Festival Permit for 2026 Vino and Notes. (L) (Presenter: City Clerk Mendoza)

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 Jones and City Council
FROM: Monica Mendoza, City Clerk
DATE: May 7, 2026
SUBJECT: Appointment to Parks and Recreation Advisory Board

BACKGROUND: The Parks and Recreation Advisory Board (PRAB) currently has two openings. The City Clerk's Office has received two applications for PRAB. This evening City Council will consider making an appointment of Ryan Skajewski and Rick Roberts to PRAB.

RECOMMENDATION: Appointment of Ryan Skajewski and Rick Roberts to PRAB.

ATTACHMENTS: Applications

Online Form Submittal: Application for Boards, Committees, Commissions

From noreply@civicplus.com <noreply@civicplus.com>

Date Thu 3/26/2026 3:26 PM

To Nichole Sauer <nsauer@woodlandpark.gov>; Monica Mendoza <mmendoza@woodlandpark.gov>

EXTERNAL: This message has originated from outside the City of Woodland Park. Do not 'sign-in' to any links or attachments.

Application for Boards, Committees, Commissions

If you have questions, need more information, or prefer a printed copy of this application, please contact Monica Mendoza, City Clerk at 687-5295 or mmendoza@woodlandpark.gov.

Board/Committee/Commission Applying For	Parks and Recreation Advisory Board
First Name	Ryan
Last Name	Skajewski
Phone Number	612-801-4864
Secondary Phone Number	<i>Field not completed.</i>
Email Address	r.skajewski@gmail.com
Mailing Address	587 Forest Edge Cir.
City	Woodland Park
State	CO
Zip Code	80863
Current Occupation/Employer	Moran, Allen, and Associates- Family Lawyer
Previous Work Experience	Teller County District Attorney's Office- Felony Prosecutor- 2022-2026 El Paso County District Attorney's Office- Felony/ Misdemeanor Prosecutor- 2021-2022 Skagway Fire Department- Firefighter- 2017-2021
Applicable Community Activities/Volunteer Work	<ul style="list-style-type: none">• Mueller State Park Trail Crew• Woodland Park Advisory Board for Parks and Recreation• Teller County Search and Rescue Member and EMT

- SKYWARN National Weather Service Trained Weather Spotter
- District Attorney's Office Liaison to the following agencies: Teller County Sheriff's Office, Cripple Creek Police Department, Woodland Park Police Department, Colorado Division of Gaming Enforcement, Teller County Department of Human Services
- Member of Teller County Child Death Review Board
- Coordinator of "Girl Scouts Exploring Justice" Program
- Teller County Community Corrections Advisory Board Representative

Special Qualifications
(Applicable to the Board/Commission)

I have been serving on the Woodland Park's and Recreation Board for the past year. I have been involved in the many projects currently underway with the board. I also believe my experience as a lawyer has been invaluable to the board. I am able to use my past experience to guide my decision making on the board. I am also a frequent user of all the parks and open spaces here in Woodland Park.

Why do you want to apply to this board, committee or commission?

I believe that our parks, open spaces, and recreational opportunities are what sets Woodland Park apart. I have been a resident of this community for four years and want to continue to serve the community I live in. There is so much potential to build a beautiful community here in Woodland Park. Few communities have the access to the outdoors that we do. I am passionate about protecting our outdoor spaces. I have greatly enjoyed my time serving on the Parks and Recreation Board and want to continue to serve and help our community.

What, in your opinion, are the three most pressing issues facing the City of Woodland Park relative to the board/committee/commission you are applying for?

1. The acquisition of the golf course. I believe this project has tremendous potential to be an asset for Woodland Park. I think with the proper management and planning in place this could grow into a space for the whole community.
2. The development of Avengers Open Space. Most of my time on the board up to this point has been working on the Avenger's Open Space. This is a unique opportunity to significantly expand our open spaces. I believe trail building, improved access and parking are all needs for this space.
3. Trail connectivity/ awareness. We have so many trails here in Woodland Park. However, sometimes they are difficult to find and do not have appropriate signs. Additionally, it can be difficult to move from one trail to another. I believe our community could be better served with more investment in our trail system.

List any other community or civil boards or commissions that you currently serve on.

American Bar Association House of Delegates, Teller County Child Death Review Board, Teller County Representative on Community Corrections Board.

Other Comments

I believe I have more to contribute to the Woodland Park, Parks and Recreation Advisory Board. I have greatly enjoyed my time on the board and seek the opportunity to continue to serve.

Digital Signature

Ryan Skajewski

Date

3/26/2026

Email not displaying correctly? [View it in your browser.](#)

Application for Boards, Committees, Commissions

If you have questions, need more information, or prefer a printed copy of this application, please contact Monica Mendoza, City Clerk at 687-5295 or mmendoza@woodlandpark.gov.

Board/Committee/Commission Applying For	Parks and Recreation Advisory Board
First Name	Rick
Last Name	Roberts
Phone Number	7039638083
Secondary Phone Number	7039638083
Email Address	rickroberts@protonmail.com
Mailing Address	255 Morning Star Ct
City	Woodland Park
State	CO
Zip Code	80863
Current Occupation/Employer	Retired
Previous Work Experience	Retired Air Force veteran with 20+ years experience leading morale, welfare and recreation programs which includes, but not limited to, golf, outdoor recreation, fitness centers, aquatic centers and event center operations. My experience reflects a history of delivering measurable results while providing leadership to large teams in dynamic and fast-paced environments ensuring effective collaboration and consistency among multiple departments.
Applicable Community Activities/Volunteer Work	Attended monthly PRAB meetings since January as a member of the public. Teller Trail Team volunteer.

Special Qualifications
(Applicable to the
Board/Commission)

I have previous experience being on a board for two non-profits: "Wolf Creek Foundation" and "Healthy Body Healthy Living". Additionally, I was previously certified as a Balanced Scorecard Professional, Change Management Practitioner, and in Hotel Industry Analytics. I have Master's degrees in National Security Studies as well as Kinesiology.

Why do you want to apply to this board, committee or commission?

I am very passionate about parks, outdoor recreation and the value they bring to individual health and wellness. As a citizen of Woodland Park for the last 4 years, I would love the opportunity to help shape the future for Woodland Park Parks and Recreation.

What, in your opinion, are the three most pressing issues facing the City of Woodland Park relative to the board/committee/commission you are applying for?

1. Developing a management and master plan for Avenger Open Space.
2. Developing a master plan for Shining Mountain Golf Course.
3. Capital investments for the golf course and Meadow Woods Sports Complex (e.g. pickle ball courts, roof for ice rink, etc.).

List any other community or civil boards or commissions that you currently serve on.

N/A

Other Comments

Field not completed.

Digital Signature

Richard J. Roberts

Date

4/9/2026

SALES TAX UPDATE

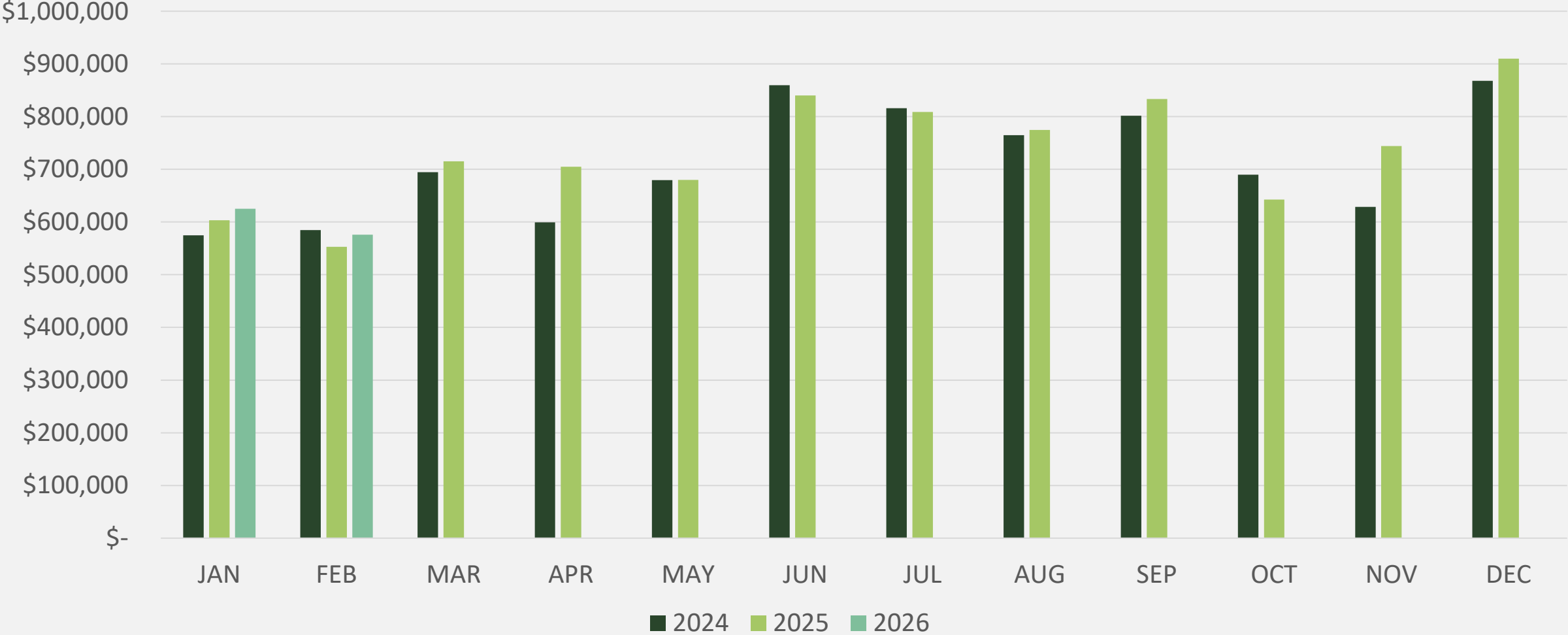


Woodland Park
Finance

FEBRUARY 2026

	2025	2026	\$ change	% change
Sales tax (3.0%)				
Year-to-date (Feb)	\$ 1,156,145	\$ 1,200,845	\$ 44,700	3.8%
Month vs. prior year (Feb)	552,812	575,754	22,942	4.2%
Lodging Tax				
Year-to-date (Feb)	\$ 25,013	\$ 20,734	\$ (4,279)	-17.1%
Month vs. prior year (Feb)	10,250	6,260	(3,990)	-38.9%

3 YEAR SALES TAX REVENUE



ANNUAL 3% SALES TAX – 10 YEARS

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
JAN	\$356,613	\$414,283	\$409,798	\$468,475	\$ 517,293	\$ 517,769	\$ 553,372	\$ 574,638	\$ 603,333	\$ 625,090
FEB	\$382,348	\$394,349	\$335,333	\$429,745	\$ 501,107	\$ 519,447	\$ 558,445	\$ 584,815	\$ 552,812	\$ 575,754
MAR	\$473,419	\$510,278	\$584,507	\$550,768	\$ 624,863	\$ 657,192	\$ 714,451	\$ 694,453	\$ 715,374	
APR	\$420,061	\$417,470	\$435,343	\$477,439	\$ 560,228	\$ 590,301	\$ 576,509	\$ 599,286	\$ 704,837	
MAY	\$450,957	\$499,858	\$522,008	\$576,357	\$ 619,873	\$ 628,188	\$ 659,802	\$ 679,456	\$ 679,925	
JUN	\$581,725	\$607,795	\$642,569	\$692,663	\$ 801,844	\$ 821,751	\$ 837,351	\$ 859,613	\$ 840,262	
JUL	\$545,874	\$553,063	\$594,348	\$637,881	\$ 735,042	\$ 759,799	\$ 798,123	\$ 815,963	\$ 808,831	
AUG	\$510,191	\$554,799	\$644,473	\$594,142	\$ 462,311	\$ 730,453	\$ 755,409	\$ 764,870	\$ 774,719	
SEP	\$573,766	\$614,404	\$610,360	\$730,476	\$ 752,688	\$ 894,146	\$ 789,353	\$ 801,822	\$ 833,280	
OCT	\$460,952	\$491,494	\$560,010	\$578,061	\$ 618,223	\$ 676,337	\$ 649,686	\$ 689,822	\$ 642,569	
NOV	\$482,500	\$470,367	\$461,604	\$523,004	\$ 642,557	\$ 610,575	\$ 626,645	\$ 628,882	\$ 744,261	
DEC	\$622,098	\$710,516	\$640,506	\$877,951	\$ 866,707	\$ 884,291	\$ 918,687	\$ 867,919	\$ 910,162	
TOTALS	\$5,860,504	\$6,238,675	\$6,440,861	\$7,136,962	\$ 7,702,736	\$ 8,290,247	\$ 8,437,833	\$ 8,561,540	\$ 8,810,364	\$ 1,200,844



Woodland Park

Finance



STAFF REPORT

TO: Mayor Jones and City Council
FROM: Monica Mendoza, City Clerk
DATE: May 7, 2026
SUBJECT: Appointment to Planning Commission

BACKGROUND: The City Clerk's Office has received an application to Planning Commission from Joe Fury. This evening City Council will consider making an appointment of Joe Fury for the Planning Commission.

RECOMMENDATION: Appointment of Joe Fury.

ATTACHMENTS: Applications

Application for Boards, Committees, Commissions

If you have questions, need more information, or prefer a printed copy of this application, please contact Monica Mendoza, City Clerk at 687-5295 or mmendoza@woodlandpark.gov.

Board/Committee/Commission Applying For	Planning Commission
First Name	Joseph
Last Name	Fury
Phone Number	7194396170
Secondary Phone Number	<i>Field not completed.</i>
Email Address	jfury1@msn.com
Mailing Address	565 Pembroke Dr
City	Woodland Park
State	Colorado
Zip Code	80863
Current Occupation/Employer	Retired
Previous Work Experience	26+ years active duty in the US Air Force (launch, range, safety and orbital operations, requirements documentation, collaboration with NASA and FAA commercial space). 17 years with ManTech International as a Senior Space Safety Engineer supporting Air Force Space enterprises.
Applicable Community Activities/Volunteer Work	Member of the 2025 Woodland Park Charter Review Committee. Attended numerous WP City Council and Planning Commission meetings providing resident input/suggestions. Closely monitored the construction of my previous home in Falcon. Provided the general design of my current home in WP to include almost daily construction supervision.

Special Qualifications (Applicable to the Board/Commission)	Served 3 years as a board member in the Reserve of Tamarac Homeowners Association. Served 10 years on the Reserve of Tamarac HOA Architectural Control Committee - includes the review of 5 new home plans for compliance with HOA requirements.
Why do you want to apply to this board, committee or commission?	To help ensure a fair balance between the interests of residents and developers/builders in the approvals of projects with regard to compliance with zoning requirements, variance requests and other compliance issues. Maximize guidance compliance with the WP Comprehensive Plan. I heard there was a need for Planning Commission volunteers and I like to support my community.
What, in your opinion, are the three most pressing issues facing the City of Woodland Park relative to the board/committee/commission you are applying for?	Maintaining the 'mountain town' ambiance of WP. Ensuring projects are compatible and appropriate for their location and zoning. Ensuring projects preserve or enhance resident safety with regard to wildfires and other hazards.
List any other community or civil boards or commissions that you currently serve on.	None, however, I recently served on the 2025 Charter Review Committee.
Other Comments	Bachelor of Science Astronautical Engineering, USAF Academy 1977 Master of Science Engineering Management, West Coast University 1989 LtCol Retired, USAF Resident of WP for a total of 23 years
Digital Signature	Joseph Fury
Date	4/14/2026



City of Woodland Park

April 16, 2026 at 6:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Mayor Case called the regularly scheduled City Council Meeting to order with the following Council Members present: Mayor Case, Mayor Pro-Tem Nakai, Council Member Bryant, Council Member Geer, Council Member Jones and Council Member Smith.

The following staff members were present: City Manager Vassalotti, City Clerk Mendoza, City Attorney Wilson, Assistant City Manager Felts, Utilities Director Wiley.

PLEDGE OF ALLEGIANCE

CEREMONIES, PRESENTATIONS AND APPOINTMENTS

A. Results of the 2026 Regular Municipal Election (A) (Presenter: City Clerk Mendoza)

City Clerk Mendoza reviewed the results of the 2026 Municipal Election of the City of Woodland Park. She shared that the total number of ballots returned was 2259, which is a 36.9% return. She shared the following election results:

Office and Term Elected: MAYOR, 2-year term

Candidate: George Jones, Total Valid Votes for Office: 1591

Office and Term Elected: COUNCILMEMBER, Three 4-year terms and One 2-year term

Candidate: Don Dezelle, 4-year term, Total Valid Votes: 1613

Candidate: Catherine Nakai, 4 year-term, Total Valid Votes: 1746

Candidate: Seth Bryant 4 year-term, Total Valid Votes: 1757

Candidate: Jeffrey Geer, , 2 year-term, Total Valid Votes: 1590

Candidate: Mary Sekwoski, Total Valid Votes: 870, not elected.

Question No. 1: Shall the City of Woodland Park Code be amended to provide a stipend of \$800/mo. For the Mayor, \$700/month for the Mayor Pro Tem, and \$600/month for members of the City Council?

Yes: 902 No: 1282 Passed/Failed

Question No. 2: Shall Section 3.5 of the City of Woodland Park Charter, concerning Council vacancies be amended to correct drafting errors, and shall Section 16.6, concerning duties of the Manager upon initial adoption of the Charter, be repealed as outdated?

Yes: 1512 No: 575 Passed/Failed

Question No. 3: Shall Section 8.3 of the City of Woodland Park Charter be amended to permit

more time for an incumbent to resign before the City is required to conduct a recall election?
Yes: 1029 No: 1113 Passed/Failed

B. Outgoing Remarks by Mayor Case

Mayor Case gave her outgoing remarks. All of the Council gave appreciating remarks and thanked the outgoing Mayor. The City gave her a gift and flowers. Mayor Case vacated her seat.

C. Swearing in of new Mayor and Councilmembers (A) (Presenter: City Clerk Mendoza)

City Clerk Mendoza administered the Mayoral oath of office to George Jones.

City Clerk Mendoza administered the Council oath of office to the re-elected members Catherine Nakai, Seth Bryant, and Jeffery Geer. City Clerk Mendoza administered the oath of office to the newly elected Don Dezelle and he took his council seat on the dais.

D. Appointment and Swearing in of new Municipal Judge (A) (Presenter: City Clerk Mendoza)

Motion: To appoint Joel Pratt as Municipal Judge. Geer/Smith. Motion carried 6-0.

City Clerk Mendoza administered the oath of office to Joel Pratt, the newly appointed Municipal Judge.

E. Appointments to the Parks Recreation Advisory Board (A) (Presenter: City Clerk Mendoza)

Motion: To appoint Jerry Smith and Michael Walker to the Parks and Recreation Advisory Board. Smith/Nakai. Motion carried 6-0

City Clerk Mendoza administered the oath of office.

F. Appointment to Keep Woodland Park Beautiful Committee (A) (Presenter: City Clerk Mendoza)

Applicant not present.

G. Appointment to Utilities Advisory Committee (A) (Presenter: City Clerk Mendoza)

Motion: To appoint Larry Watters to the Utilities Advisory Committee. Nakai/Geer. Motion carried 6-0.

City Clerk Mendoza administered the oath of office.

H. National Small Business Week Proclamation

Mayor Jones read the proclamation into the record. Deb Miller from the Woodland Park Chamber of Commerce made a few remarks regarding National Small Business Week.

I. Appointment of Mayor Pro-tem

Motion: To appoint Catherine Nakai as Mayor Pro-tem. Smith/Geer. Motion carried 6-0.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

A. Approval of the April 2, 2026 City Council Meeting Minutes (A) (Presenter: City Clerk Mendoza)

Motion: To approve the April 2, 2026 City Council Meeting Minutes. Geer/Bryant. Motion carried 6-0.

B. Approval of the On Call Asphalt Contract with Chatos Juarez Company, LLC and

the City of Woodland Park in the amount of \$547,977 (A) (Presenter: Utilities Director Wiley)

Utilities Director Wiley presented the asphalt contract to Council.

Motion: To approve the On Call Asphalt Contract with Chatos Juarez Company, LLC and the City of Woodland Park in the amount of \$547,977. Bryant/Dezellum. Motion carried 6-0.

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

Brent and Darcy Broadfoot, 138 Skyline Drive, commented on the 24/7 noise disruption they are experiencing. They noted they have spoken to Teller County Commissioners several times and they say it is the City of Woodland Parks' responsibility.

Mac McVicker, commented he has served on the Board of Review for 13 years and has enjoyed working with the Council. He said Mayor Case has been a pleasure to work with, and she has done an excellent job of managing the City's finances.

Emmaline Brown, Woodland Park resident for 15 years, congratulated all of those elected recently and suggested they appoint Mary Sekowski to the seat vacated by George Jones with him being recently elected as Mayor.

Rhonda Robers, Woodland Park resident, Congratulated the Mayor and Council and also suggested Council appoint Mary Sekowski.

7. UNFINISHED BUSINESS

A. Council Appointments to Boards, Commissions and Committees

The following Council Liaison appointments to Woodland Park Boards, Commissions and Committees were made:

Mayor George Jones-Pikes Peak Ares Council of Governments (PPACG), Downtown Development Authority (DDA) and the CML Policy Committee

Mayor Pro-tem Catherine Nakai-PPACG alternate and the Utilities Advisory Committee (UAC) Council Member Seth Bryant-Keep Woodland Park Beautiful (KWPB) and the Youth Advisory Council (YAC)

Council Member Don Dezelle to the Main Street Committee

Council Member Jeffrey Geer-UAC and the Historical Preservation Committee (HPC)

Council Member Steve Smith-Parks and Recreation Advisory Board (PRAB)

8. ORDINANCES ON INITIAL POSTING

None.

9. PUBLIC HEARINGS

None.

10. NEW BUSINESS

None.

11. REPORTS

A. Mayor's Report

Mayor Jones thanked the community for the election and thanked Council for the smooth appointments.

B. Council Reports

Mayor Pro-tem Nakai thanked the community for the support, and she thanked Kellie Case for her service. She commented on the recent UAC meeting and discussion, noting the graywater ordinance will be moving forward to Council in May. She also gave a legislative update.

Council Member Bryant shared that the Youth Advisory Council would be meeting on April 20th at 4:30 pm to discuss bylaws, election of officers and Colorado Open Meeting laws. He gave a KWPB update and thanked Merit Academy for their support. He also thanked all the citizens who voted, and he thanked all the candidates for running. He thanked Kellie Case noting she was an incredible Mayor who fostered trust in the city and businesses and he is grateful for her leadership.

Council Member Geer gave an HPC update. He commented on the Templeton Cemetery restoration plan and the time capsule in Bergstrom Park, he would like to find it. He thanked Kellie Case noting when he first decided to run for Council he met with her, and she guided him. He said she definitely knows how to serve, and it has been an honor to serve with her. He ended stating Kellie Case redefined what being a Mayor of Woodland Park is.

Council Member Smith commented to the Madame Mayor Case he is going to miss her and he learned a lot from her that he uses in his life. He gave an update on Parks and Recreation events and noted the Recreation Activity Guide is posted. He ended stating he is looking forward to his first swing at the golf course.

Council Member Dezelle thanked the citizens for the opportunity to serve the community. He said he will uphold their trust. He thanked Kellie Case for being there for him over the years.

C. City Attorney's Report

D. City Manager's Report

12. ADJOURNMENT

There being no further business before Council Mayor Jones adjourned the meeting at 7:25 pm

Approved this 7th day of May, 2026.

Respectfully submitted:

Monica Mendoza MMC, City Clerk

George Jones, Mayor



City of Woodland Park Staff Report for City Council

Meeting Date: May 7th, 2026

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
	CMO/Finance	Jessica Scott Finance Director

ITEM:

March 2026 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

Feb-26	
Accounts Payable Checks	630,453.33
Payroll Checks	574,937.98
CEBT	113,037.08
Visa Bill	45,511.54
Total	1,363,939.93

The Elected Officials expenditures for March 2026 are attached as a separate report.

STAFF RECOMMENDATION:

Approve the March 2026 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
122765	CHK	A	AIRGAS USA,LLC WELDING HELMET	338	1	295.91 295.91	0.00 0.00	295.91 295.91	03/05/2026		48283
122766	CHK	A	APEX WASTE SYSTEMS 03/26 TRASH CHARGES 03/26 TRASH CHARGES 03/26 TRASH CHARGES 03/26 TRASH CHARGES 03/26 TRASH CHARGES 03/26 TRASH CHARGES 03/26 TRASH CHARGES 03/26 TRASH CHARGES 03/26 TRASH CHARGES	5664	10	1,062.00 115.00 90.00 49.00 49.00 115.00 115.00 150.00 265.00 90.00 24.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,062.00 115.00 90.00 49.00 49.00 115.00 115.00 150.00 265.00 90.00 24.00	03/05/2026		48283
122767	CHK	A	BATTERIES PLUS BULBS LED LIGHTING - F&G LED LIGHTING - F&G	2133	2	2,619.90 2,556.00 63.90	0.00 0.00 0.00	2,619.90 2,556.00 63.90	03/05/2026		48283
122768	CHK	A	BEVERAGE DISTRIBUTORS LIQUOR DELIVERY	1132	1	480.70 480.70	0.00 0.00	480.70 480.70	03/05/2026		48283
122769	CHK	A	BILL'S EQUIPMENT & SUPPLY, INC FLOOR BUFFER	1728	1	208.46 208.46	0.00 0.00	208.46 208.46	03/05/2026		48283
122770	CHK	A	BURLAP BAG CLOTHING/BOOTS UNIFORM - ABRAHAMSE	1356	1	490.20 490.20	0.00 0.00	490.20 490.20	03/05/2026		48283
122771	CHK	A	CHANEY PEST ELIMINATION 02/26 SVCS. MEADOW WOOD	5484	1	90.00 90.00	0.00 0.00	90.00 90.00	03/05/2026		48283
122772	CHK	A	CHRISTINA VAN CAMP MARCH COMMUNITY CONCERT	5791	1	400.00 400.00	0.00 0.00	400.00 400.00	03/05/2026		48283
122773	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FLEET	4977	1	172.21 172.21	0.00 0.00	172.21 172.21	03/05/2026		48283
122774	CHK	A	COLORADO STAIN MASTER LLC UTILITIES OFICE FLOOR	5793	1	600.00 600.00	0.00 0.00	600.00 600.00	03/05/2026		48283
122775	CHK	A	CORE & MAIN LP METER SETTERS LOCATOR	4980	2	5,791.31 4,660.00 1,131.31	0.00 0.00 0.00	5,791.31 4,660.00 1,131.31	03/05/2026		48283
122776	CHK	A	DAVE HALTER LOCATE SVCS. - WAC	5424	1	150.00 150.00	0.00 0.00	150.00 150.00	03/05/2026		48283
122777	CHK	A	DENVER BEVERAGE SODA MIXES - SMGC	5790	1	1,106.90 1,106.90	0.00 0.00	1,106.90 1,106.90	03/05/2026		48283
122778	CHK	A	DESIGNS BY NICOLE EVANS,LLC SMGC INTERIOR DESIGN	5794	1	1,581.53 1,581.53	0.00 0.00	1,581.53 1,581.53	03/05/2026		48283
122779	CHK	A	ENGER, JANE P&R INSTRUCTOR	3876	1	268.80 268.80	0.00 0.00	268.80 268.80	03/05/2026		48283

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122780	CHK	A	FIRST CITIZENS BANK AND TRUST 03/26 KYOCERA CONTRACT	5683 48739517	1	1,017.44 1,017.44	0.00 0.00	1,017.44 1,017.44	03/05/2026		48283
122781	CHK	A	GLASER GAS, INC. PROPANE - ZAMBONI PROPANE	3244 111263 111401	2	123.00 82.00 41.00	0.00 0.00 0.00	123.00 82.00 41.00	03/05/2026		48283
122782	CHK	A	GOTO COMMUNICATIONS, INC. 03/26 CHARGES	5410 IN7105239382	1	1,465.21 1,465.21	0.00 0.00	1,465.21 1,465.21	03/05/2026		48283
122783	CHK	A	HAYNES MECHANICAL SYSTEMS REPAIR - IGNITOR/GAS VALVE HEATER REPAIR - WPPD	3359 65655 65842	2	2,750.17 2,270.17 480.00	0.00 0.00 0.00	2,750.17 2,270.17 480.00	03/05/2026		48283
122784	CHK	A	HIGH ALTITUDE EQUIPMENT CV TRUCK UPLIFT	5784 5784	1	35,912.17 35,912.17	0.00 0.00	35,912.17 35,912.17	03/05/2026		48283
122785	CHK	A	HOLMAN PARTS	4630 2069125	1	434.00 434.00	0.00 0.00	434.00 434.00	03/05/2026		48283
122786	CHK	A	KAIDEN KENYON SETUP - UPCC	5657 02282026	1	72.00 72.00	0.00 0.00	72.00 72.00	03/05/2026		48283
122787	CHK	A	KEELY BROWN INSTRUCTOR - P&R	5746 03022026	1	106.40 106.40	0.00 0.00	106.40 106.40	03/05/2026		48283
122788	CHK	A	KRISTEN VICE TIP - UPCC	5599 02212026	1	199.98 199.98	0.00 0.00	199.98 199.98	03/05/2026		48283
122789	CHK	A	L.N. CURTIS & SONS SERVICE DOOR @ PW	5123 21050672	1	340.00 340.00	0.00 0.00	340.00 340.00	03/05/2026	VOID	48283
122790	CHK	A	LAW FIRM OF SUZANNE M. ROGERS, 02/26 LEGAL SERVICES	5054 03032026	1	3,000.00 3,000.00	0.00 0.00	3,000.00 3,000.00	03/05/2026		48283
122791	CHK	A	LECLERCQ CONSULTING 02/1/26-02/8/26 CONSULTING SVC	5786 03032026	1	4,000.00 4,000.00	0.00 0.00	4,000.00 4,000.00	03/05/2026		48283
122792	CHK	A	MEBULBS BULBS - F&G	3794 52453505-01	1	1,317.97 1,317.97	0.00 0.00	1,317.97 1,317.97	03/05/2026		48283
122793	CHK	A	MEDICINE FOR BUSINESS AND INDU DRUG SCREEN DRUG SCREEN DRUG SCREEN DRUG SCREEN DRUG SCREEN DRUG SCREEN	5476 1006581A 1008923A 1044872 1046911 1048009 1050292	6	544.00 70.00 97.00 140.00 140.00 70.00 27.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	544.00 70.00 97.00 140.00 140.00 70.00 27.00	03/05/2026		48283
122794	CHK	A	STEVE VARNER CLOTHING REIMBURSEMENT	1 02072026	1	129.99 129.99	0.00 0.00	129.99 129.99	03/05/2026		48283
122795	CHK	A	PAUL KEMP CLOTHING REIMBURSEMENT	1 02112026A	1	98.00 98.00	0.00 0.00	98.00 98.00	03/05/2026		48283
122796	CHK	A	CORY PIETRZAK	1	1	18.66	0.00	18.66	03/05/2026		48283

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			CDL FEE	02252026		18.66	0.00	18.66			
122797	CHK	A	ANITA RIGGLE	1	1	30.82	0.00	30.82	03/05/2026		48283
			MILEAGE REIMBURSEMENT	03022026		30.82	0.00	30.82			
122798	CHK	A	KAREN SHERRILL	1	1	144.59	0.00	144.59	03/05/2026		48283
			SUPPLY REIMBURSEMENT	03032026		144.59	0.00	144.59			
122799	CHK	A	WOODLAND PARK RETAIL OWNERS AS	1	1	952.25	0.00	952.25	03/05/2026		48283
			UTILITY REFUND	3119.03A		952.25	0.00	952.25			
122800	CHK	A	WOODLAND PARK JV LLC	1	1	380.42	0.00	380.42	03/05/2026		48283
			UTILITY REFUND	3120.03A		380.42	0.00	380.42			
122801	CHK	A	STACEY & MICHAEL STURDEVANT	1	1	11.82	0.00	11.82	03/05/2026		48283
			UTILITY REFUND	4572.02		11.82	0.00	11.82			
122802	CHK	A	PAVEMENT REPAIR & SUPPLIES INC	3202	1	1,388.00	0.00	1,388.00	03/05/2026		48283
			COLD PATCH	2025-1051		1,388.00	0.00	1,388.00			
122803	CHK	A	PRIORITY RESEARCH	4392	1	10.90	0.00	10.90	03/05/2026		48283
			BACKGROUND CHECK	1372052		10.90	0.00	10.90			
122804	CHK	A	RE/SPEC INC.	4817	2	13,556.25	0.00	13,556.25	03/05/2026		48283
			01/26 SVCS.	INV01261108		1,155.00	0.00	1,155.00			
			Respec Contract Glen Asp Dam	INV01261133		12,401.25	0.00	12,401.25			
122805	CHK	A	SEACHANGE PRINT INNOVATIONS	5216	1	3,658.00	0.00	3,658.00	03/05/2026		48283
			POSTAGE FOR MAILBOXES	INV038486		3,658.00	0.00	3,658.00			
122806	CHK	A	SECURITAS TECHNOLOGY CORPORATI	4042	1	418.77	0.00	418.77	03/05/2026		48283
			04/26 MONITORING	6005583574		418.77	0.00	418.77			
122807	CHK	A	SHERWIN - WILLIAMS	1890	2	419.59	0.00	419.59	03/05/2026		48283
			PAINT - SMGC - BAR	21231162120226		196.34	0.00	196.34			
			PAINT & SUPPLIES - SMGC	93608134040226		223.25	0.00	223.25			
122808	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	4	255.55	0.00	255.55	03/05/2026		48283
			CREDIT	C0250455		24.34-	0.00	24.34-			
			CREDIT	C0251658		48.67-	0.00	48.67-			
			EVENT EXPENSE - UPCC	S0273948		155.53	0.00	155.53			
			EVENT EXPENSE - UPCC	S0296443		173.03	0.00	173.03			
122809	CHK	A	SOUTHERN GLAZER'S WINE & SPIRI	2805	2	208.89	0.00	208.89	03/05/2026		48283
			LIQUOR DELIVERY	3977583		17.13	0.00	17.13			
			LIQUOR DELIVERY - UPCC	3977584		191.76	0.00	191.76			
122810	CHK	A	SPRUCE NETWORKS,LLC	5437	1	3,942.56	0.00	3,942.56	03/05/2026		48283
			Network Engineering Support	1047		3,942.56	0.00	3,942.56			
122811	CHK	A	STANDARD INSURANCE COMPANY	1091	1	2,586.75	0.00	2,586.75	03/05/2026		48283
			03/26 STD <D	03012026		2,586.75	0.00	2,586.75			
122812	CHK	A	TDS BROADBAND LLC	5335	1	103.51	0.00	103.51	03/05/2026		48283
			03/26 UPCC CHARGES	02252026		103.51	0.00	103.51			

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122813	CHK	A	WEAR PARTS AND EQUIPMENT CO	4266	1	373.28	0.00	373.28	03/05/2026		48283
			PARTS - PLOW F - 550	72572		373.28	0.00	373.28			
122814	CHK	A	WILSON WILLIAMS LLP	5287	1	16,792.90	0.00	16,792.90	03/05/2026		48283
			02/26 LEGAL EXPENSES	2394		16,792.90	0.00	16,792.90			
122815	CHK	A	WOODLAND PARK CHAMBER COMMERCE	688	1	10,000.00	0.00	10,000.00	03/05/2026		48283
			1ST Q VISITOR CENTER CONTRACT	1001		10,000.00	0.00	10,000.00			
240	EFT	A	TRACTOR SUPPLY COMPANY	4753	1	614.92	0.00	614.92	03/05/2026	HP	48290
			FEBRUARY TRACTOR SUPPLY BILL	02272026		614.92	0.00	614.92			
122816	CHK	A	MEDICINE FOR BUSINESS AND INDU	5476	2	167.00	0.00	167.00	03/06/2026	VOID	48295
			DRUG SCREEN	1006581		70.00	0.00	70.00			
			DRUG SCREEN	1008923		97.00	0.00	97.00			
241	EFT	A	WEX BANK	5187	1	8,294.00	0.00	8,294.00	03/10/2026	HP	48322
			FEB 2026 WEX BILL	110976969		8,294.00	0.00	8,294.00			
122818	CHK	A	BLACK HILLS ENERGY	4035	4	14,251.65	0.00	14,251.65	03/12/2026		48313
			02/2026 CHARGES	3192026		14,251.65	0.00	912.33			
			02/2026 CHARGES	3192026		14,251.65	0.00	469.25			
			02/2026 CHARGES	3192026		14,251.65	0.00	5,453.15			
			02/2026 CHARGES	3192026		14,251.65	0.00	7,416.92			
122819	CHK	A	BRADY INDUSTRIES	5772	1	568.51	0.00	568.51	03/12/2026		48313
			CUSTODIAL SUPPLIES - F&G	11351791		568.51	0.00	568.51			
122820	CHK	A	BURLAP BAG CLOTHING/BOOTS	1356	1	283.10	0.00	283.10	03/12/2026		48313
			UNIFORM - POTTS	26-16872		283.10	0.00	283.10			
122821	CHK	A	COLO SPRINGS UTILITIES	1172	1	42,526.01	0.00	42,526.01	03/12/2026		48313
			2025 4th Q CONVEYANCE FEE	02232026		42,526.01	0.00	42,526.01			
122822	CHK	A	COLORADO BUILDING SUPPLY	5700	1	1,848.79	0.00	1,848.79	03/12/2026		48313
			02/2026 CHARGES	3012026		1,848.79	0.00	1,848.79			
122823	CHK	A	CORE ELECTRIC COOPERATIVE	5316	4	41,841.28	0.00	41,841.28	03/12/2026		48313
			02/2026 CHARGES	3112026		41,841.28	0.00	11,675.79			
			02/2026 CHARGES	3112026		41,841.28	0.00	10,363.24			
			02/2026 CHARGES	3112026		41,841.28	0.00	8,063.04			
			02/2026 CHARGES	3112026		41,841.28	0.00	11,739.21			
122824	CHK	A	CROSS POINT SOLUTIONS LLC	5294	1	600.00	0.00	600.00	03/12/2026		48313
			POLYGRAPHS-KR,DO,VS	10600		600.00	0.00	600.00			
122825	CHK	A	DAIKIN APPLIED AMERICA INC	5563	1	3,558.00	0.00	3,558.00	03/12/2026		48313
			HVAC Maintenance Agreement	3579315		3,558.00	0.00	3,558.00			
122826	CHK	A	DOCUMART COPIES & PRINTING	3252	1	110.00	0.00	110.00	03/12/2026		48313
			BUSINESS CARDS	382497		110.00	0.00	110.00			
122827	CHK	A	GAZETTE, THE	276	1	258.00	0.00	258.00	03/12/2026		48313
			11/25 & 12/25 ADVERTISING	12312025A		258.00	0.00	258.00			
122828	CHK	A	HARLAND BIRCH, INC.	5796	5	2,287.82	0.00	2,287.82	03/12/2026		48313

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			11/25 CHARGES	020926		723.00	0.00	723.00			
			12/2025 CHARGES	020926A		805.00	0.00	773.00			
			12/2025 CHARGES	020926A		805.00	0.00	32.00			
			01/26 CHARGES	022926B		759.82	0.00	23.00			
			01/26 CHARGES	022926B		759.82	0.00	736.82			
122829	CHK	A	HAYNES MECHANICAL SYSTEMS	3359	2	2,497.81	0.00	2,497.81	03/12/2026		48313
			REPLACE HEATER - PD	66295		611.63	0.00	611.63			
			REPAIRS - UPCC	66296		1,886.18	0.00	1,886.18			
122830	CHK	A	HINKLE & COMPANY,PC	5035	1	2,200.00	0.00	2,200.00	03/12/2026		48313
			2025 AUDIT	19139		2,200.00	0.00	2,200.00			
122831	CHK	A	IRON MOUNTAIN	1376	1	562.67	0.00	562.67	03/12/2026		48313
			STORAGE REMOVAL & SHRED	LBRV196		562.67	0.00	562.67			
122832	CHK	A	KENYON, P JORDAN PH.D.	4333	1	300.00	0.00	300.00	03/12/2026		48313
			PSYCH TEST - VS	2802-9		300.00	0.00	300.00			
122833	CHK	A	KRISTYN S. ARSENEAU	5452	1	160.00	0.00	160.00	03/12/2026		48313
			MEAL REIMBURSEMENT	03102026		160.00	0.00	160.00			
122834	CHK	A	KUSTOM SIGNALS, INC.	1584	1	402.31	0.00	402.31	03/12/2026		48313
			LASER UNIT REPAIR	619557		402.31	0.00	402.31			
122835	CHK	A	MICHOW GUCKENBERGER MCASKIN LL	5609	1	2,133.50	0.00	2,133.50	03/12/2026		48313
			01/2026 LEGAL FEES	WPDDA.JAN2026.001		2,133.50	0.00	2,133.50			
122836	CHK	A	NICHOLE SAUER	1	1	52.50	0.00	52.50	03/12/2026		48313
			MILEAGE REIMBURSEMENT	030526		52.50	0.00	52.50			
122837	CHK	A	DONALD REINERT	1	1	80.11	0.00	80.11	03/12/2026		48313
			UTILITY REFUND	4712.03		80.11	0.00	80.11			
122838	CHK	A	HP COLORADO I LLC	1	1	79.72	0.00	79.72	03/12/2026		48313
			UTILITY REFUND	488.18		79.72	0.00	79.72			
122839	CHK	A	DAWN & PAUL NEAL	1	1	66.08	0.00	66.08	03/12/2026		48313
			UTILITY REFUND	5274.03		66.08	0.00	66.08			
122840	CHK	A	MBI CONTRACTORS	1	1	149.72	0.00	149.72	03/12/2026		48313
			UTILITY REFUND	6289.01		149.72	0.00	149.72			
122841	CHK	A	MUTCH GOVERNMENT RELATIONS,LLC	5651	1	1,500.00	0.00	1,500.00	03/12/2026		48313
			03/2026 PROF. SVCS.	03012026		1,500.00	0.00	1,500.00			
122842	CHK	A	NAPA AUTO PARTS	2048	2	1,725.63	0.00	1,725.63	03/12/2026		48313
			02/2026 CHARGES	2282026		1,725.63	0.00	1,515.34			
			02/2026 CHARGES	2282026		1,725.63	0.00	210.29			
122843	CHK	A	OCCUPATIONAL HEALTH CENTERS OF	5300	1	281.00	0.00	281.00	03/12/2026		48313
			PRE-EMPLOYMENT - DO	18932999		281.00	0.00	281.00			
122844	CHK	A	OVERHEAD DOOR CORPORATION	5126	1	340.00	0.00	340.00	03/12/2026		48313
			SERVICE DOOR @PUBLIC WORKS	21050672		340.00	0.00	340.00			

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122845	CHK	A	ROY'S CREW BBQ	5667	1	1,320.00	0.00	1,320.00	03/12/2026		48313
			STATE OF THE CITY LUNCHEON	03042026		1,320.00	0.00	1,320.00			
122846	CHK	A	SHERWIN - WILLIAMS	1890	2	320.33	0.00	320.33	03/12/2026		48313
			PAINT - PD	92964134040226		51.70	0.00	51.70			
			SUPPLIES - PD & CITY HALL	93616134040226		268.63	0.00	268.63			
122847	CHK	A	SKAGGS COMPANIES, INC	635	1	77.00	0.00	77.00	03/12/2026		48313
			PANTS - CR	100_A_33198_1		77.00	0.00	77.00			
122848	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	1	164.38	0.00	164.38	03/12/2026		48313
			EVENT EXPENSE	S0297589		164.38	0.00	164.38			
122849	CHK	A	STERICYCLE, INC	5526	1	130.35	0.00	130.35	03/12/2026		48313
			SHREDDER SERVICES - PD	8013683238		130.35	0.00	130.35			
122850	CHK	A	SULLIVAN GREEN SEAVY JARVIS, L	5578	1	1,012.50	0.00	1,012.50	03/12/2026		48313
			02/2026 LEGAL FEES	1837		1,012.50	0.00	1,012.50			
122851	CHK	A	TREVIPAY	5769	2	409.91	0.00	409.91	03/12/2026		48313
			02/2026 CHARGES	2282026		409.91	0.00	298.34			
			02/2026 CHARGES	2282026		409.91	0.00	111.57			
122852	CHK	A	ULINE	4606	2	817.60	0.00	817.60	03/12/2026		48313
			PARKING STOP	204408763		763.96	0.00	763.96			
			FREIGHT CHARGE	204639582		53.64	0.00	53.64			
122853	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	230.94	0.00	230.94	03/12/2026		48313
			UTILITY LOCATES	226021909		230.94	0.00	80.83			
			UTILITY LOCATES	226021909		230.94	0.00	150.11			
122854	CHK	A	US POSTAL SERVICE	516	2	746.00	0.00	746.00	03/12/2026		48313
			PERMIT #24-PRESORT	02202026		370.00	0.00	370.00			
			2026 BOX 5110 RENEWAL	03102026		376.00	0.00	376.00			
122855	CHK	A	VIVID ENGINEERING GROUP	5171	2	3,609.90	0.00	3,609.90	03/12/2026		48313
			Geo Tech work Reservoir Eng	D242753-11		3,269.90	0.00	3,269.90			
			Geo Tech work Reservoir Eng	D242753-12		340.00	0.00	340.00			
122856	CHK	A	WESTWOOD LAKES POA	3549	1	90.00	0.00	90.00	03/12/2026		48313
			2026 DUES WLPOA	03052026		90.00	0.00	90.00			
122857	CHK	A	WESTWOOD LAKES WATER DISTRICT	679	1	5,933.56	0.00	5,933.56	03/12/2026		48313
			01/26-02/26 WATER USAGE	02232026		5,933.56	0.00	5,933.56			
122858	CHK	A	WOODLAND HARDWARE & HOME	2739	3	1,078.74	0.00	1,078.74	03/12/2026		48313
			02/2026 CHARGES	2282026		1,078.74	0.00	161.87			
			02/2026 CHARGES	2282026		1,078.74	0.00	8.99			
			02/2026 CHARGES	2282026		1,078.74	0.00	907.88			
12286	CHK	A	AMERICAN LOCK AND KEY	5577	1	235.00	0.00	235.00	03/19/2026		48331
			LABOR/SERVICE CHARGE	94756		235.00	0.00	235.00			
12287	CHK	A	APEX WASTE SYSTEMS	5664	1	12.00	0.00	12.00	03/19/2026		48331
			DEER DISPOSAL	758813A		12.00	0.00	12.00			

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12288	CHK	A	ASHLEY FARRELL UPCC REIMBURSEMENT	5670 26010126	1	35.88 35.88	0.00 0.00	35.88 35.88	03/19/2026		48331
12289	CHK	A	BADGER METER INC LTE SERVICE UNIT	4278 80227644	1	3,241.16 3,241.16	0.00 0.00	3,241.16 3,241.16	03/19/2026		48331
12290	CHK	A	BARNARD STRUCTURES, INC PIPING	5396 CM12312028	1	2,500.00 2,500.00	0.00 0.00	2,500.00 2,500.00	03/19/2026		48331
12291	CHK	A	BLUE BLOSSOM CLEANING 03/26 CLEANING	5617 4253	1	8,734.49 8,734.49	0.00 0.00	8,734.49 8,734.49	03/19/2026		48331
12292	CHK	A	BONHAM CONSTRUCTION, LLC Gold Hill Tank Construction	5797 1	1	40,364.55 40,364.55	0.00 0.00	40,364.55 40,364.55	03/19/2026		48331
12293	CHK	A	BRADY INDUSTRIES Custodial Supplies F&G	5772 11370847	1	209.94 209.94	0.00 0.00	209.94 209.94	03/19/2026		48331
12294	CHK	A	BUSINESS LAW GROUP 02/26 LEGAL FEES	5566 9858	1	2,080.50 2,080.50	0.00 0.00	2,080.50 2,080.50	03/19/2026		48331
12295	CHK	A	CASELLE INC 04/26 MAINTENANCE & SUPPORT 04/26 MAINTENANCE & SUPPORT	2356 INV-17261 INV-17261	2	624.00 624.00 624.00	0.00 0.00 0.00	624.00 405.60 218.40	03/19/2026		48331
12296	CHK	A	COLO STATE FOREST SERVICE PINE BEETLE SURVEY	180 22-000071	1	1,480.00 1,480.00	0.00 0.00	1,480.00 1,480.00	03/19/2026		48331
12297	CHK	A	COLORADO ADVERTISING PRODUCTS 1099 FORMS	4602 8262A	1	440.34 440.34	0.00 0.00	440.34 440.34	03/19/2026		48331
12298	CHK	A	COLORADO ANALYTICAL LAB LAB SVCS. - WWTP	4028 260223110	1	53.00 53.00	0.00 0.00	53.00 53.00	03/19/2026		48331
12299	CHK	A	COLORADO CANAL COMPANY 2026 WATER ASSESSMENT	1655 2629	1	15,581.50 15,581.50	0.00 0.00	15,581.50 15,581.50	03/19/2026		48331
12300	CHK	A	CORE & MAIN LP STOCK ITEM	4980 Y520507	1	1,374.42 1,374.42	0.00 0.00	1,374.42 1,374.42	03/19/2026		48331
12301	CHK	A	CPS DISTRIBUTORS, INC STOCK SUPPLIES - F&G	194 0025322936-001	1	2,113.94 2,113.94	0.00 0.00	2,113.94 2,113.94	03/19/2026		48331
12302	CHK	A	CRAIGS'S POWER EQUIPMENT CREDIT TRIMMER F&G TRIMMER F&G	5720 243287 258468 258470	3	281.41 329.47- 200.89 409.99	0.00 0.00 0.00 0.00	281.41 329.47- 200.89 409.99	03/19/2026		48331
12303	CHK	A	DAIKIN APPLIED AMERICA INC CREDIT REPLACED CRANK CASE HEATER FAN CONTROL	5563 3569239 3574497 3574512	3	3,202.00 1,123.00- 2,725.00 1,600.00	0.00 0.00 0.00 0.00	3,202.00 1,123.00- 2,725.00 1,600.00	03/19/2026		48331
12304	CHK	A	ECONO SIGNS AND BARRICADE SIGNAGE - ST	4831 10-1001045	1	732.25 732.25	0.00 0.00	732.25 732.25	03/19/2026		48331

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
12305	CHK	A	EL PASO CTY PUBLIC HEALTH LABO 02/26 BACTERIOLOGICAL TESTS	241 EHS202132235	1	207.00 207.00	0.00 0.00	207.00 207.00	03/19/2026		48331
12306	CHK	A	EMPLOYERS COUNCIL SERVICES, IN BACKGROUND CHECK	5099 0000587547	1	104.00 104.00	0.00 0.00	104.00 104.00	03/19/2026		48331
12307	CHK	A	FIREWORKS EXTRAORDINAIRE July 4th Fireworks Display	5666 03122026	1	10,000.00 10,000.00	0.00 0.00	10,000.00 10,000.00	03/19/2026		48331
12308	CHK	A	GLASER GAS, INC. PROPANE - ZAMBONI	3244 111215	1	82.00 82.00	0.00 0.00	82.00 82.00	03/19/2026		48331
12309	CHK	A	GRAINGER INC. TUBING KIT SUPPLIES - WTP SUPPLIES - WTP	282 9818462823 9818462831 9818462849	3	561.35 90.16 212.95 258.24	0.00 0.00 0.00 0.00	561.35 90.16 212.95 258.24	03/19/2026		48331
12310	CHK	A	KAIDEN KENYON CLEAN UP & VARIOUS - UPCC	5657 03172026	1	126.00 126.00	0.00 0.00	126.00 126.00	03/19/2026		48331
12311	CHK	A	KASCO MARINE INC REPAIR PARTS & SVCS.	5085 91568215	1	711.19 711.19	0.00 0.00	711.19 711.19	03/19/2026		48331
12312	CHK	A	KLOE ROTH OFFICE WORK, WEDDING, TIP	5727 03172026	1	215.50 215.50	0.00 0.00	215.50 215.50	03/19/2026		48331
12313	CHK	A	LAKE HENRY RESERVOIR CO. 2026 WATER ASSESSMENT	4420 412	1	6,328.25 6,328.25	0.00 0.00	6,328.25 6,328.25	03/19/2026		48331
12314	CHK	A	LAKE MEREDITH RESERVOIR CO. 2026 WATER ASSESSMENT	4419 1066	1	2,016.00 2,016.00	0.00 0.00	2,016.00 2,016.00	03/19/2026		48331
12315	CHK	A	MATTHEW D SHEAHAN APRIL COMMUNITY CONCERT	5798 26040826	1	400.00 400.00	0.00 0.00	400.00 400.00	03/19/2026		48331
12316	CHK	A	GEOFFREY POTTS CDL Phyiscal Reim.	1 03122026	1	110.00 110.00	0.00 0.00	110.00 110.00	03/19/2026		48331
12317	CHK	A	DOUGLAS DANIELS Utility Refund	1 3784.13	1	51.98 51.98	0.00 0.00	51.98 51.98	03/19/2026		48331
12318	CHK	A	NICOLETTI-FLATER ASSOCIATES PD COUNSELING SERVICES	4698 5088	1	190.00 190.00	0.00 0.00	190.00 190.00	03/19/2026		48331
12319	CHK	A	O'REILLY AUTOMOTIVE STORES, IN JAN-FEB 2026 CHARGES JAN-FEB 2026 CHARGES	4531 2282026 2282026	2	530.94 530.94 530.94	0.00 0.00 0.00	530.94 485.06 45.88	03/19/2026		48331
12320	CHK	A	PA MUNICIPAL, INC MANHOLE RING - ST.	5792 6236677	1	1,234.17 1,234.17	0.00 0.00	1,234.17 1,234.17	03/19/2026		48331
12321	CHK	A	PAKGLOBAL, LLC Shade Netting	5447 QCG0222261	1	7,494.68 7,494.68	0.00 0.00	7,494.68 7,494.68	03/19/2026		48331
12322	CHK	A	PINYON ENVIROMENTAL, INC Avenger NEPA	5699 309512	1	1,262.50 1,262.50	0.00 0.00	1,262.50 1,262.50	03/19/2026		48331

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
12323	CHK	A	PIONEER ATHLETICS & MTP ATHLETIC & FIELD PAINT	2628 INV-284766	1	4,017.25 4,017.25	0.00 0.00	4,017.25 4,017.25	03/19/2026		48331
12324	CHK	A	POLYDYNE INC COMPOST SUPPLIES - WWTP	5605 2010158	1	3,864.00 3,864.00	0.00 0.00	3,864.00 3,864.00	03/19/2026		48331
12325	CHK	A	RAMPART SUPPLY, INC. METERING FAUCET - F&G	528 S8013413.001	1	121.48 121.48	0.00 0.00	121.48 121.48	03/19/2026		48331
12326	CHK	A	SHERWIN - WILLIAMS PAINT PAINT - CITY HALL PAIL LINER	1890 96205134040326 96809134040326 96858134040326	3	90.08 22.80 51.70 15.58	0.00 0.00 0.00 0.00	90.08 22.80 51.70 15.58	03/19/2026		48331
12327	CHK	A	SNO-WHITE LINEN & UNIFORM, INC EVENT EXPENSES	581 S0298711	1	516.67 516.67	0.00 0.00	516.67 516.67	03/19/2026		48331
12328	CHK	A	STEVENS CARPET PLUS CITY HALL CARPET	5710 4730	1	3,600.96 3,600.96	0.00 0.00	3,600.96 3,600.96	03/19/2026		48331
12329	CHK	A	T-MOBILE FEB 2026 CHARGES FEB 2026 CHARGES FEB 2026 CHARGES FEB 2026 CHARGES	5494 3192026 3192026 3192026 3192026	4	5,712.38 5,712.38 5,712.38 5,712.38	0.00 0.00 0.00 0.00	5,712.38 5,036.58 274.00 158.74 243.06	03/19/2026		48331
12330	CHK	A	TDS BROADBAND LLC SMGC INTERNET/CABLE 03/26 CHARGES- BALDWIN 03/26 CHARGES- CITY HALL 03/26 CHARGES- DIGITAL REGULATORY FEE 03/26 CHARGES- CITY HALL	5335 02252026A 02282026 02282026A 02282026B 03012026 03042026	6	2,792.69 1,150.85 638.26 750.00 133.51 0.12 119.95	0.00 0.00 0.00 0.00 0.00 0.00 0.00	2,792.69 1,150.85 638.26 750.00 133.51 0.12 119.95	03/19/2026		48331
12331	CHK	A	TERRAGENESIS BIOSOLIDS TRANSPORT	5627 J000701	1	5,495.75 5,495.75	0.00 0.00	5,495.75 5,495.75	03/19/2026		48331
12332	CHK	A	THE TWIN LAKES RESERVOIR & CAN 2026 WATER ASSESSMENT	637 3492	1	6,781.58 6,781.58	0.00 0.00	6,781.58 6,781.58	03/19/2026		48331
12333	CHK	A	TRANSWEST TRUCK TRAILER RV REPAIR & SHOP SUPPLIES SHOP SUPPLIES/SERVICE	5253 800S805040 800S805049	2	778.25 377.85 400.40	0.00 0.00 0.00	778.25 377.85 400.40	03/19/2026		48331
12334	CHK	A	TREATMENT TECH, INC. CHEMICALS- WAC SODA ASH	1494 196738 196839	2	12,522.60 2,399.50 10,123.10	0.00 0.00 0.00	12,522.60 2,399.50 10,123.10	03/19/2026		48331
12335	CHK	A	USA BLUEBOOK LAB SUPPLIES	5471 INV00980574	1	52.36 52.36	0.00 0.00	52.36 52.36	03/19/2026		48331
12336	CHK	A	APEX WASTE SYSTEMS 04/26 Standard Unit 04/26 Services 04/26 Services 04/26 Services	5664 1088745 1093921 1093922 1093923	12	2,273.70 1,035.00 120.75 90.00 49.00	0.00 0.00 0.00 0.00 0.00	2,273.70 1,035.00 120.75 90.00 49.00	03/26/2026		48340

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			04/26 Services	1093924		51.45	0.00	51.45			
			04/26 Services	1093925		120.75	0.00	120.75			
			04/26 Services	1093926		120.75	0.00	120.75			
			04/26 Services	1093927		157.50	0.00	157.50			
			04/26 Services	1093928		265.00	0.00	265.00			
			04/26 Services	1093929		94.50	0.00	94.50			
			04/26 Services	1093930		24.00	0.00	24.00			
			04/26 SMGC Trash	1097371		145.00	0.00	145.00			
12337	CHK	A	BASELINE ENGINEERING CORPORATI	5408	1	1,936.00	0.00	1,936.00	03/26/2026		48340
			02/26 Prof Services	35921		1,936.00	0.00	1,936.00			
12338	CHK	A	BETH MEYERSON STERKEL	5800	1	47.25	0.00	47.25	03/26/2026		48340
			Reimburse Materials	021126		47.25	0.00	47.25			
12339	CHK	A	BIRCHAM'S	75	1	544.10	0.00	544.10	03/26/2026		48340
			02/26-03/26 Charges	397035		544.10	0.00	544.10			
12340	CHK	A	BRADY INDUSTRIES	5772	1	74.53	0.00	74.53	03/26/2026		48340
			Custodial Supplies - WAC	11398488		74.53	0.00	74.53			
12341	CHK	A	BROWNS HILL ENGINEERING & CONT	4326	1	1,690.15	0.00	1,690.15	03/26/2026		48340
			Service Work - Lucky Lady Well	32089		1,690.15	0.00	1,690.15			
12342	CHK	A	CENTURYLINK	4342	2	517.76	0.00	517.76	03/26/2026		48340
			02/26 Charges	2252026		517.76	0.00	172.86			
			02/26 Charges	2252026		517.76	0.00	344.90			
12343	CHK	A	CINTAS CORPORATION NO 2	4977	3	544.60	0.00	544.60	03/26/2026		48340
			Uniforms - FL	4261664156		172.21	0.00	172.21			
			Uniforms - Fleet	4262417797		172.21	0.00	172.21			
			Uniforms - Fleet	4263158855		200.18	0.00	200.18			
12344	CHK	A	COLORADO STAIN MASTER LLC	5793	1	800.00	0.00	800.00	03/26/2026		48340
			Restrooms & Upper Floor	100523536		800.00	0.00	800.00			
12345	CHK	A	CRANE REPAIR COMPANY, INC	5277	2	3,296.22	0.00	3,296.22	03/26/2026		48340
			2026 OSHA Inspection	50263		3,296.22	0.00	1,098.74			
			2026 OSHA Inspection	50263		3,296.22	0.00	2,197.48			
12346	CHK	A	GLASER WELDING INC	2440	1	96.62	0.00	96.62	03/26/2026		48340
			Steel Products	SO-105570		96.62	0.00	96.62			
12347	CHK	A	GRAINGER INC.	282	3	257.12	0.00	257.12	03/26/2026		48340
			Reusable Ice Block	9828218637		13.37	0.00	13.37			
			Themometer - WWTP	9834937618		117.28	0.00	117.28			
			Equip Repair - WTP	9836881855		126.47	0.00	126.47			
12348	CHK	A	HOME DEPOT CREDIT SERVICES	1758	1	190.76	0.00	190.76	03/26/2026		48340
			02/26 Charges	2262026		190.76	0.00	190.76			
12349	CHK	A	HPI2,LLC	5425	1	49.58	0.00	49.58	03/26/2026		48340
			Name tapes	975479		49.58	0.00	49.58			
12350	CHK	A	J ALLEN & ASSOCIATES	5789	1	1,334.00	0.00	1,334.00	03/26/2026		48340
			Electrical Repair - F&G	1872		1,334.00	0.00	1,334.00			

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12351	CHK	A	KARTCO SAFETY, LLC LED Lighting	3645 11679	1	983.12 983.12	0.00 0.00	983.12 983.12	03/26/2026		48340
12352	CHK	A	KIMBALL MIDWEST Supplies	4046 104247779	1	107.86 107.86	0.00 0.00	107.86 107.86	03/26/2026		48340
12353	CHK	A	LAWSON PRODUCTS, INC. Cutting Blade - ST	2935 9313254083	1	111.64 111.64	0.00 0.00	111.64 111.64	03/26/2026		48340
12354	CHK	A	LOGAN SIMPSON DESIGN INC Development Code Finalization Prof Services 01/26 Development Code Finalization	5282 38987 38987A 39242	3	10,375.12 3,756.15 3,864.22 2,754.75	0.00 0.00 0.00 0.00	10,375.12 3,756.15 3,864.22 2,754.75	03/26/2026		48340
12355	CHK	A	MISCELLANEOUS Utility Refund 1544.09	1 1544.09	1	64.68 64.68	0.00 0.00	64.68 64.68	03/26/2026	VOID	48340
12356	CHK	A	MISCELLANEOUS Utility Refund #2720.06	1 2720.06	1	106.39 106.39	0.00 0.00	106.39 106.39	03/26/2026	VOID	48340
12357	CHK	A	MISCELLANEOUS Utility Deposit Refund	1 2939.22	1	12.38 12.38	0.00 0.00	12.38 12.38	03/26/2026	VOID	48340
12358	CHK	A	NEOGOV Power DMS	5136 INV-155009	1	11,537.75 11,537.75	0.00 0.00	11,537.75 11,537.75	03/26/2026		48340
12359	CHK	A	NORTHERN TOOL COMMERCIAL ACCOU Flexvolt Battery - F&G	1267 D1CBCE4F	1	189.05 189.05	0.00 0.00	189.05 189.05	03/26/2026		48340
12360	CHK	A	OCCUPATIONAL HEALTH CENTERS OF Pre employment VS	5300 18965801	1	281.00 281.00	0.00 0.00	281.00 281.00	03/26/2026		48340
12361	CHK	A	PIKES PEAK AUTO BODY SPEC, INC 2012 Chevy Repair	862 26070	1	3,385.47 3,385.47	0.00 0.00	3,385.47 3,385.47	03/26/2026		48340
12362	CHK	A	PURCELL TIRE & RUBBER COMPANY Tires	5638 30635059	1	140.00 140.00	0.00 0.00	140.00 140.00	03/26/2026		48340
12363	CHK	A	SAFETY-KLEEN SYSTEMS, INC. Solvent - Fleet	555 99209014	1	281.36 281.36	0.00 0.00	281.36 281.36	03/26/2026		48340
12364	CHK	A	SAFEWAY, INC. Jan-March 2026 Charges	1908 3202026	1	171.96 171.96	0.00 0.00	171.96 171.96	03/26/2026		48340
12365	CHK	A	SHERWIN - WILLIAMS Paint - SMGC Paint - SMGC Paint - Golf Course Paint - Golf Course	1890 00249134040326 97237134040326 97864134040326 98136134040326	4	946.45 285.00 102.40 372.70 186.35	0.00 0.00 0.00 0.00 0.00	946.45 285.00 102.40 372.70 186.35	03/26/2026		48340
12366	CHK	A	SKAGGS COMPANIES, INC Jacket - Lange Gear - PV Pants - RC Uniforms - KR	635 100_A_319857_1 100_A_324061_5 100_A_331981_1 100_A_334417_1	4	772.55 159.85 190.00 77.00 345.70	0.00 0.00 0.00 0.00 0.00	772.55 159.85 190.00 77.00 345.70	03/26/2026		48340

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12367	CHK	A	TELLER CNTY PUBLIC HEALTH	2293	1	338.00	0.00	338.00	03/26/2026		48340
			Food License 2026 MWSC	EHS202560920		338.00	0.00	338.00			
12368	CHK	A	TROJAN TECHNOLOGIES CORP.	5344	1	349.49	0.00	349.49	03/26/2026		48340
			Cleaner Lube WWTP	50011513		349.49	0.00	349.49			
12369	CHK	A	USA BLUEBOOK	5471	1	306.61	0.00	306.61	03/26/2026		48340
			Lab Supplies - WTP	INV00979598		306.61	0.00	306.61			
12370	CHK	A	WILSON & COMPANY, INC.	5212	1	1,944.00	0.00	1,944.00	03/26/2026		48340
			Prof Services 1/24/26-2/20/26	147447		1,944.00	0.00	1,944.00			
REGISTER TOTALS Checks: 175 Voids: 5											
					264	474,397.91	0.00	474,397.91			

Payment Number	Position	Gross Amount	Discounts	Net Pay	Payment Date
19744	Lifeguard	62.89	4.80	58.09	2026-03-06
19745	Operator I	2,278.50	467.85	1,810.65	2026-03-06
19746	Maint. Worker I - PBG	2,297.28	649.67	1,647.61	2026-03-06
19747	Sports Official	90.00	6.89	83.11	2026-03-06
61305	WWTO	2,533.29	568.91	1,964.38	2026-03-06
61306	Fleet Mechanic I	2,584.49	820.86	1,763.63	2026-03-06
61307	MWI	2,457.24	1,116.70	1,340.54	2026-03-06
61308	Permit Technician	2,479.21	704.38	1,774.83	2026-03-06
61309	Fitness Instructor	53.78	4.11	49.67	2026-03-06
61310	Captain	4,801.76	1,397.43	3,404.33	2026-03-06
61311	Lifeguard	633.13	68.82	564.31	2026-03-06
61312	Sports Coordinator	2,858.80	730.50	2,128.30	2026-03-06
61313	Lifeguard	137.53	10.52	127.01	2026-03-06
61314	Lifeguard	413.11	41.60	371.51	2026-03-06
61315	Lifeguard	90.96	6.95	84.01	2026-03-06
61316	Lifeguard	1,246.58	207.10	1,039.48	2026-03-06
61317	Evidence Technician	2,329.45	605.08	1,724.37	2026-03-06
61318	Water Fitness Instruct	337.33	25.80	311.53	2026-03-06
61319	WTO	2,787.59	796.24	1,991.35	2026-03-06
61320	MWI	1,939.29	455.73	1,483.56	2026-03-06
61321	Utility Billing Techni	2,612.28	607.48	2,004.80	2026-03-06
61322	Planner II	3,547.37	1,122.88	2,424.49	2026-03-06
61323	Budget Director	5,944.23	1,573.81	4,370.42	2026-03-06
61324	Crew Chief-Operators	4,068.99	1,164.11	2,904.88	2026-03-06
61325	Water Fitness Instruct	519.38	45.73	473.65	2026-03-06
61326	Lifeguard	515.44	53.43	462.01	2026-03-06
61327	Lifeguard	1,197.64	195.49	1,002.15	2026-03-06
61328	Event Center Coordinat	2,816.00	835.39	1,980.61	2026-03-06
61329	Water Fitness Instructor	75.04	5.74	69.30	2026-03-06
61330	Assistant Aquatics Manager	2,733.16	673.31	2,059.85	2026-03-06
61331	POI	2,695.47	575.64	2,119.83	2026-03-06
61332	Dispatcher	2,215.63	716.85	1,498.78	2026-03-06
61333	Art Instructor	1,026.89	156.33	870.56	2026-03-06
61334	Maint. Worker I - F&G	1,852.00	298.90	1,553.10	2026-03-06
61335	MUNICIPAL COURT CLERK	2,508.13	578.82	1,929.31	2026-03-06
61336	WWTO	3,320.29	978.11	2,342.18	2026-03-06
61337	MWII	2,095.63	611.09	1,484.54	2026-03-06
61338	Police Officer II	3,841.32	703.09	3,138.23	2026-03-06
61339	Lieutenant	4,134.42	857.12	3,277.30	2026-03-06
61340	Operator I	2,496.35	868.30	1,628.05	2026-03-06
61341	MWI	2,385.39	642.41	1,742.98	2026-03-06
61342	Dispatcher II	2,771.10	912.16	1,858.94	2026-03-06
61343	Chief of Police	6,464.59	2,189.19	4,275.40	2026-03-06
61344	Code Enforcement Officer	2,683.88	657.99	2,025.89	2026-03-06
61345	WW Plant Operator	5,067.41	1,829.76	3,237.65	2026-03-06
61346	MWI	2,270.63	371.43	1,899.20	2026-03-06
61347	Assistant City Manager	5,944.23	1,764.50	4,179.73	2026-03-06
61348	PT Snow Plow	1,575.28	256.19	1,319.09	2026-03-06
61349	Head Lifeguard	450.31	45.45	404.86	2026-03-06
61350	Senior Planner	3,804.73	1,192.95	2,611.78	2026-03-06
61351	Lifeguard	219.82	17.82	202.00	2026-03-06

61352	Dispatcher I	2,527.73	886.99	1,640.74	2026-03-06
61353	Water Fitness Instructor	85.76	6.56	79.20	2026-03-06
61354	MWI	1,194.75	127.39	1,067.36	2026-03-06
61355	Communications Manager	3,338.37	874.34	2,464.03	2026-03-06
61356	Lifeguard	352.47	33.96	318.51	2026-03-06
61357	Finance Admin. Asst./C	2,242.06	508.06	1,734.00	2026-03-06
61358	Dispatcher II	2,589.49	591.17	1,998.32	2026-03-06
61359	Police Officer II	4,138.36	964.81	3,173.55	2026-03-06
61360	Utilities Assistant	1,842.70	578.79	1,263.91	2026-03-06
61361	Lifeguard	579.87	61.36	518.51	2026-03-06
61362	Chief WTO	4,233.60	1,173.73	3,059.87	2026-03-06
61363	Parks and Rec Director	5,384.54	1,670.15	3,714.39	2026-03-06
61364	WWTO	2,487.82	687.92	1,799.90	2026-03-06
61365	MWI	1,885.57	570.05	1,315.52	2026-03-06
61366	Lifeguard	257.72	22.72	235.00	2026-03-06
61367	Associate Project Manager	4,239.50	1,506.63	2,732.87	2026-03-06
61368	Police Officer II	3,426.92	759.78	2,667.14	2026-03-06
61369	Operator II	2,996.26	701.68	2,294.58	2026-03-06
61370	Dispatcher I	1,755.42	490.72	1,264.70	2026-03-06
61371	POIII	3,863.20	1,144.40	2,718.80	2026-03-06
61372	Lifeguard	170.55	13.05	157.50	2026-03-06
61373	Lifeguard/Swim Instructor	413.11	41.60	371.51	2026-03-06
61374	Dispatcher II	2,450.42	674.09	1,776.33	2026-03-06
61375	WWTO	3,040.12	1,042.19	1,997.93	2026-03-06
61376	PO I	-	-	-	2026-03-06
61377	MWI	2,119.60	340.12	1,779.48	2026-03-06
61378	Lifeguard	795.90	105.56	690.34	2026-03-06
61379	Lifeguard	427.19	42.69	384.50	2026-03-06
61380	Presiding Municipal Co	1,540.80	232.19	1,308.61	2026-03-06
61381	City Clerk	4,494.62	1,076.55	3,418.07	2026-03-06
61382	Lifeguard	26.53	2.04	24.49	2026-03-06
61383	Dispatcher I	1,756.12	403.50	1,352.62	2026-03-06
61384	Lifeguard	22.74	1.74	21.00	2026-03-06
61385	Lifeguard	314.57	29.06	285.51	2026-03-06
61386	Seasonal Grounds	246.35	20.86	225.49	2026-03-06
61387	Fleet Mechanic I	2,497.52	765.85	1,731.67	2026-03-06
61388	Operator I	2,504.51	611.48	1,893.03	2026-03-06
61389	MWII Streets	2,328.13	617.74	1,710.39	2026-03-06
61390	Superintendent	4,036.54	734.64	3,301.90	2026-03-06
61391	Operator	846.50	116.48	730.02	2026-03-06
61392	POIII	3,429.37	905.15	2,524.22	2026-03-06
61393	Police Officer I	3,018.97	626.39	2,392.58	2026-03-06
61394	Budget Analyst	2,464.00	824.69	1,639.31	2026-03-06
61395	Lifeguard	682.20	80.49	601.71	2026-03-06
61396	Sports Site Supervisor	266.56	23.40	243.16	2026-03-06
61397	Deputy City Clerk	2,661.54	541.27	2,120.27	2026-03-06
61398	Planning Director	5,384.54	2,735.05	2,649.49	2026-03-06
61399	Accounting Director	5,320.27	1,545.30	3,774.97	2026-03-06
61400	POI	2,660.65	690.94	1,969.71	2026-03-06
61401	Head Lifeguard	908.05	129.33	778.72	2026-03-06
61402	Systems Admin	2,858.38	642.74	2,215.64	2026-03-06
61403	Utilities Technician	2,172.48	535.70	1,636.78	2026-03-06

61404 Permit Technician	116.16	33.88	82.28	2026-03-06
61405 Police Officer I	3,170.60	669.14	2,501.46	2026-03-06
61406 GSI Tech	2,652.70	857.92	1,794.78	2026-03-06
61407 Sales Tax Accountant	1,001.70	252.96	748.74	2026-03-06
61408 MWI	1,939.29	362.83	1,576.46	2026-03-06
61409 Fleet Crew Chief	3,410.14	1,219.63	2,190.51	2026-03-06
61410 MWI Aquatics	1,234.80	199.20	1,035.60	2026-03-06
61411 PO II	3,692.52	1,078.30	2,614.22	2026-03-06
61412 General Ledger Accountant	2,823.77	730.29	2,093.48	2026-03-06
61413 Support Servcs Manager	3,770.86	1,125.02	2,645.84	2026-03-06
61414 MWI	452.03	45.59	406.44	2026-03-06
61415 Police Officer I	3,660.44	909.26	2,751.18	2026-03-06
61416 Crew Chief - PBG	3,415.89	953.77	2,462.12	2026-03-06
61417 City Manager	8,878.84	2,731.25	6,147.59	2026-03-06
61418 POII	4,313.75	1,088.01	3,225.74	2026-03-06
61419 Administrative Assistant	2,077.94	493.90	1,584.04	2026-03-06
61420 Sergeant	4,057.47	1,167.22	2,890.25	2026-03-06
61421 Aquatic Manager	3,588.93	1,140.65	2,448.28	2026-03-06
61422 Lead Trainer - Soccer	561.66	58.97	502.69	2026-03-06
61423 Lifeguard	360.05	34.54	325.51	2026-03-06
61424 Lifeguard	1,163.96	187.87	976.09	2026-03-06
61425 Lifeguard	56.85	4.36	52.49	2026-03-06
61426 Swim Instructor	406.54	32.10	374.44	2026-03-06
61427 Utilities Director	6,464.76	2,846.15	3,618.61	2026-03-06
19748 Deputy Judge	665.14	76.47	588.67	2026-03-20
19749 Bartender	185.39	14.18	171.21	2026-03-20
19750 Lifeguard	68.61	5.26	63.35	2026-03-20
19751 Sports Official	384.38	29.42	354.96	2026-03-20
19752 Dispatcher I	1,000.00	179.50	820.50	2026-03-20
19753 POI	2,341.56	481.93	1,859.63	2026-03-20
19754 Maint. Worker I - PBG	2,470.40	698.31	1,772.09	2026-03-20
19755 Sports Official	144.00	11.01	132.99	2026-03-20
61428 WWTO	2,526.08	568.36	1,957.72	2026-03-20
61429 Fleet Mechanic I	2,584.49	820.86	1,763.63	2026-03-20
61430 MWI	2,814.85	1,218.08	1,596.77	2026-03-20
61431 Permit Technician	2,389.60	678.84	1,710.76	2026-03-20
61432 Fitness Instructor	29.88	2.29	27.59	2026-03-20
61433 Captain	4,801.76	1,397.43	3,404.33	2026-03-20
61434 Lifegaurd	499.84	52.24	447.60	2026-03-20
61435 Sports Coordinator	2,858.80	730.51	2,128.29	2026-03-20
61436 Lifeguard	147.81	11.30	136.51	2026-03-20
61437 Lifeguard	576.08	61.08	515.00	2026-03-20
61438 Lifeguard	1,167.18	188.52	978.66	2026-03-20
61439 Evidence Technician	2,329.45	605.07	1,724.38	2026-03-20
61440 Water Fitness Instruct	308.75	23.63	285.12	2026-03-20
61441 WTO	2,967.04	839.50	2,127.54	2026-03-20
61442 MWI	1,764.29	413.35	1,350.94	2026-03-20
61443 Utility Billing Techni	2,612.28	607.49	2,004.79	2026-03-20
61444 Planner II	3,547.37	1,122.87	2,424.50	2026-03-20
61445 Budget Director	5,769.23	1,513.93	4,255.30	2026-03-20
61446 Crew Chief-Operators	5,435.64	1,636.95	3,798.69	2026-03-20
61447 Water Fitness Instruct	526.30	46.26	480.04	2026-03-20

61448 Lifeguard	549.55	58.04	491.51	2026-03-20
61449 Lifeguard	1,193.85	194.75	999.10	2026-03-20
61450 Event Center Coordinat	3,000.80	892.51	2,108.29	2026-03-20
61451 Water Fitness Instructor	219.76	16.82	202.94	2026-03-20
61452 Assistant Aquatics Manager	2,231.14	542.99	1,688.15	2026-03-20
61453 POI	2,587.63	571.32	2,016.31	2026-03-20
61454 Dispatcher	2,085.28	699.58	1,385.70	2026-03-20
61455 Maint. Worker I - F&G	2,285.93	360.37	1,925.56	2026-03-20
61456 MUNICIPAL COURT CLERK	2,217.18	480.52	1,736.66	2026-03-20
61457 WWTO	3,320.29	978.11	2,342.18	2026-03-20
61458 MWII	2,299.64	662.93	1,636.71	2026-03-20
61459 Police Officer II	3,302.61	634.02	2,668.59	2026-03-20
61460 Lieutenant	3,959.42	826.59	3,132.83	2026-03-20
61461 Operator I	2,519.32	871.80	1,647.52	2026-03-20
61462 MWI	2,470.39	657.40	1,812.99	2026-03-20
61463 Dispatcher II	3,097.10	1,004.56	2,092.54	2026-03-20
61464 Chief of Police	6,464.59	2,189.18	4,275.41	2026-03-20
61465 Code Enforcement Officer	2,389.40	581.81	1,807.59	2026-03-20
61466 WW Plant Operator	4,713.89	1,708.30	3,005.59	2026-03-20
61467 Bartender	72.85	5.58	67.27	2026-03-20
61468 MWI	2,339.75	390.27	1,949.48	2026-03-20
61469 Assistant City Manager	5,769.23	1,705.61	4,063.62	2026-03-20
61470 PT Snow Plow	1,575.28	256.18	1,319.10	2026-03-20
61471 Head Lifeguard	1,125.78	178.37	947.41	2026-03-20
61472 Senior Planner	3,804.73	1,192.94	2,611.79	2026-03-20
61473 Lifeguard	26.53	2.03	24.50	2026-03-20
61474 Sports Official	450.31	45.45	404.86	2026-03-20
61475 Dispatcher I	2,638.85	923.12	1,715.73	2026-03-20
61476 Water Fitness Instructor	96.48	7.38	89.10	2026-03-20
61477 MWI	1,858.50	269.18	1,589.32	2026-03-20
61478 Communications Manager	3,494.86	893.32	2,601.54	2026-03-20
61479 Lifeguard	216.03	17.52	198.51	2026-03-20
61480 Finance Admin. Asst./C	2,242.06	283.62	1,958.44	2026-03-20
61481 Dispatcher II	2,437.19	566.65	1,870.54	2026-03-20
61482 Sports Official	101.07	7.72	93.35	2026-03-20
61483 Police Officer II	3,257.65	837.36	2,420.29	2026-03-20
61484 Utilities Assistant	1,842.70	578.78	1,263.92	2026-03-20
61485 Chief WTO	4,233.60	1,173.72	3,059.88	2026-03-20
61486 Parks and Rec Director	5,384.54	1,670.14	3,714.40	2026-03-20
61487 WWTO	2,314.24	646.82	1,667.42	2026-03-20
61488 MWI	1,764.29	538.19	1,226.10	2026-03-20
61489 Lifeguard	499.69	73.34	426.35	2026-03-20
61490 Associate Project Manager	3,763.43	1,392.08	2,371.35	2026-03-20
61491 Police Officer II	3,001.74	664.60	2,337.14	2026-03-20
61492 Operator II	3,607.57	904.56	2,703.01	2026-03-20
61493 Dispatcher I	2,084.52	569.40	1,515.12	2026-03-20
61494 POIII	3,863.20	1,144.40	2,718.80	2026-03-20
61495 Lifegaurd	22.74	1.74	21.00	2026-03-20
61496 Lifeguard/Swim Instructor	602.15	64.07	538.08	2026-03-20
61497 Dispatcher II	2,450.42	674.08	1,776.34	2026-03-20
61498 WWTO	2,779.57	976.72	1,802.85	2026-03-20
61499 PO I	2,587.63	712.60	1,875.03	2026-03-20

61500 Bartender	133.69	10.23	123.46	2026-03-20
61501 MWI	2,119.60	340.14	1,779.46	2026-03-20
61502 Lifeguard	758.00	96.86	661.14	2026-03-20
61503 Lifeguard	311.06	28.79	282.27	2026-03-20
61504 City Clerk	4,319.62	1,035.18	3,284.44	2026-03-20
61505 Lifeguard	147.81	11.30	136.51	2026-03-20
61506 Dispatcher I	1,756.12	403.50	1,352.62	2026-03-20
61507 Lifeguard	113.70	8.70	105.00	2026-03-20
61508 Lifeguard	49.27	3.78	45.49	2026-03-20
61509 Lifeguard	113.70	8.70	105.00	2026-03-20
61510 Golf Shop Assistant	73.53	5.62	67.91	2026-03-20
61511 Seasonal Grounds	136.44	10.43	126.01	2026-03-20
61512 Fleet Mechanic I	2,497.52	765.87	1,731.65	2026-03-20
61513 Operator I	2,573.03	627.94	1,945.09	2026-03-20
61514 MWII Streets	2,720.00	710.36	2,009.64	2026-03-20
61515 Operator I	2,480.00	523.75	1,956.25	2026-03-20
61516 Superintendent	11,277.81	1,650.66	9,627.15	2026-03-20
61517 Operator	918.45	132.18	786.27	2026-03-20
61518 POIII	3,717.05	955.84	2,761.21	2026-03-20
61519 Police Officer I	2,730.13	574.54	2,155.59	2026-03-20
61520 Budget Analyst	2,464.00	824.68	1,639.32	2026-03-20
61521 Lifeguard	572.29	60.78	511.51	2026-03-20
61522 Sports Official	73.52	5.63	67.89	2026-03-20
61523 Sports Site Supervisor	333.20	31.49	301.71	2026-03-20
61524 Deputy City Clerk	2,425.90	507.18	1,918.72	2026-03-20
61525 Planning Director	5,384.54	2,735.06	2,649.48	2026-03-20
61526 Accounting Director	5,320.27	1,545.29	3,774.98	2026-03-20
61527 POI	2,741.50	719.43	2,022.07	2026-03-20
61528 Head Lifeguard	577.85	61.21	516.64	2026-03-20
61529 Systems Admin	2,858.38	642.75	2,215.63	2026-03-20
61530 Utilities Technician	2,274.33	560.72	1,713.61	2026-03-20
61531 Permit Technician	261.36	44.99	216.37	2026-03-20
61532 Police Officer I	2,649.10	557.95	2,091.15	2026-03-20
61533 GSI Tech	2,652.70	857.92	1,794.78	2026-03-20
61534 Sales Tax Accountant	959.97	242.71	717.26	2026-03-20
61535 Art Instructor	90.00	6.88	83.12	2026-03-20
61536 MWI	1,764.29	323.93	1,440.36	2026-03-20
61537 Fleet Crew Chief	3,410.14	1,219.63	2,190.51	2026-03-20
61538 MWI Aquatics	1,764.00	288.15	1,475.85	2026-03-20
61539 PO II	3,379.41	1,014.06	2,365.35	2026-03-20
61540 General Ledger Accountant	2,754.89	704.17	2,050.72	2026-03-20
61541 Golf Shop Assistant	73.53	5.63	67.90	2026-03-20
61542 Support Servcs Manager	3,770.86	1,125.03	2,645.83	2026-03-20
61543 MWI	507.15	52.79	454.36	2026-03-20
61544 Police Officer I	3,426.82	884.60	2,542.22	2026-03-20
61545 Sports Official	275.70	25.10	250.60	2026-03-20
61546 Crew Chief - PBG	3,240.89	911.37	2,329.52	2026-03-20
61547 City Manager	8,878.84	2,731.24	6,147.60	2026-03-20
61548 POII	3,740.00	984.85	2,755.15	2026-03-20
61549 Administrative Assistant	2,116.90	503.56	1,613.34	2026-03-20
61550 Sergeant	3,573.58	1,070.56	2,503.02	2026-03-20
61551 Aquatic Manager	3,505.60	1,117.59	2,388.01	2026-03-20

61552 Bartender	152.89	11.70	141.19	2026-03-20
61553 Lead Trainer - Soccer	536.13	56.02	480.11	2026-03-20
61554 Lifeguard	337.31	31.81	305.50	2026-03-20
61555 Lifeguard	1,250.63	208.90	1,041.73	2026-03-20
61556 Lifeguard	113.70	8.70	105.00	2026-03-20
61557 Swim Instructor	451.22	37.52	413.70	2026-03-20
61558 Utilities Director	6,464.76	2,848.51	3,616.25	2026-03-20
61559 Planning Technician	184.95	14.14	170.81	2026-03-20
14111 Police Officer I	3,655.03	884.56	2,770.47	2026-03-27
	596,865.64	160,634.25	436,231.39	



City of Woodland Park Staff Report for City Council

Meeting Date: May 7th, 2026

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
	CMO/Finance	Jessica Scott Finance Director

ITEM:

Monthly Report of Mayor and Council Expenses

The following is a summary of the Mayor and Council Expenses for March 2026.

March 2026

Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Miscellaneous expenses	\$17,950.00	\$0.00	\$0.00	\$17,950.00	0%
Training/Travel	\$11,000.00	\$0.00	\$0.00	\$11,000.00	0%
Supplies	\$150.00	\$16.98	\$16.98	\$133.02	11%
Meetings/Mileage/Meals	\$3,000.00	\$19.33	\$447.73	\$2,552.27	15%
Special Projects	\$500.00	\$0.00	\$0.00	\$500.00	0%
Total	\$32,600.00	\$36.31	\$464.71	\$32,135.29	1%



STAFF REPORT

TO: Mayor Jones and City Council

FROM: Kip Wiley, Utilities Director

DATE: May 7, 2026

SUBJECT: North Well Field Improvements - Change order request for electrical services contract between the City of Woodland Park and Ross Electric-Enterprise, Inc.

TYPE OF ACTION REQUESTED: Request to approve change order in the amount of \$53,866.00 to the existing contract with Ross Electric-Enterprise, Inc. for additional electrical work for the construction of the North Well Field pump station (NWF Project).

BACKGROUND:

The NWF pump station pumps raw water from the Golf Course area to the Water Treatment plant. The City has upgraded one of the exist pumps to create redundancy within the system. Durning the project some electrical needs have been identified that were not in the original scope.

Ross Electric bid this project, and subsequently contracted for the electrical portion of this project based on the electrical design indicating re-use of the existing electric service.

This facility was constructed approximately 20 years ago. We attempted to locate the original permit records for this building. All we found was a construction permit that was administratively closed without final inspections. We were unable to find any electrical inspections.

During our installation of the new circuit for the new pump we required a utility outage from Core. This outage was required to deenergize the electrical busses where we needed to tap and connect the new pump feeders. During this outage we discovered that this EUSERC service equipment appeared to be wired backward. The utility transformer service feeder was connected to the distribution bus instead of the service entrance. We discussed the possibility with Core of rewiring the EUSERC to make it compliant with Core standards. The Core technician called his boss out to review the situation. Core stated that the metering portion of this EUSERC switchgear cannot be made right and must be replaced with proper metering to Core standard.

Connecting the new motor feeder to the EUSERC distribution section bussing would have resulted in non-metered power for this new pump. It would also have resulted in this pump feeder being ahead of the main disconnect. So shutting the service main OFF would not disconnect power from this pump. Both of these conditions are illegal and dangerous.

The situation was raised to the Chavez Tiffany & Ayers Engineering Corporation electrical engineer who provided a revised service design. Ross Electric then prepared pricing for the new service in accordance with the CTA Engineers new drawing.

Core agreed to allow the use of a standard CT cabinet instead of the EUSERC version. This saves time and money.

RECOMMENDATION: Approve Change order to Contract with Ross Electric for (\$53,866.00) the NWF pump station project.

ATTACHMENTS: 1. Ross Electric-Enterprise, Inc cost Increase Request letter

ROSS ELECTRIC-ENTERPRISE, Inc.

Change Order

1555 Paonia Street, Colorado Springs, CO 80915
Phone (719) 495-4003,
Email: Info@RossElectric.com

Number: 001
Date: April 17, 2026

To: City of Woodland Park
220 W. South Ave
Woodland Park, CO 80863

Job Name/Location
North Well Field Improvement
911 Tamarac Parkway #949
Woodland Park, CO
Ross Job: C8734

We hereby propose to make the following changes to the original contract:

Replace all main service switchgear due to configuration issues with existing switchgear.

Switchgear availability and lead times for new EUSERC equipment exceed the project schedule. Standard commercial spec switchgear shall be provided due to improved availability.

Includes the following:

- 1 Process revised electrical design thru PPRBD as plan splice. Includes plan review and splice fees.
- 1 Coordinate utility outage for main electric service.
- 1 Lot: Demo and removal of existing EUSERC switchgear.
- 1 Modify existing feeder from transformer to service. Pull new wire from transformer to new CT cabinet.
- 1 Lot: Furnish and install new electric switchgear in accordance with revised electrical design.
- 1 Lot: Refeed existing circuits in building that were originally fed from EUSERC equipment.
- 1 Grounding for new service equipment.
- 1 Process engineer's revised drawing to PPRBD for splice to existing permit. Includes plan review and splice fees.

Excludes:

- Utility costs and fees.
- Design costs to prepare revised electrical design.
- All sales and use taxes.

Price Breakdown:

New switchgear package	\$26,270.00
Materials, conduit and wire	\$12,460.00
Labor for demo and installation of new equipment	\$14,421.00
Equipment Expense	\$125.00
Plan review fees, splice fees, submission	\$590.00

Schedule Impact

As a result of the change of scope defined in this change order, the electrical schedule needs to be increased by 25 working days.

General Notes

- a. All terms and conditions of our base proposal shall apply to this change order.

(Continued on following page...)

ROSS ELECTRIC-ENTERPRISE, Inc.

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Change Order Approval Policy: This change order can only be approved and authorized by someone with the authority to commit to payment of the additional cost of this change order. By approving this change order you are attesting that you have authority to incur this obligation on behalf of your company. Approval of this change order authorizes the work to be performed, and that billing for work performed under this change order can be billed on the next progress billing for the project, and that such billing will be paid for as part of the progress billing. Your approval of this change order indicates prior Owner approval and acceptance of this change order. Your approval of this change order is not contingent upon a pending Owner approval. If for whatever reason you approve this change order, and the Owner subsequently does not approve this change order, and the work has been performed in whole or in part, your approval guarantees payment to Ross Electric by you or your company for work performed in the amount of this change order.

For an INCREASE in the amount of Fifty-Three Thousand Eight Hundred Sixty-Six dollars (\$53,866.00)

All material is guaranteed to be as specified. All work is to be completed in professional and workmanlike manner according to standard practices. Any alteration or deviation from the above or attached specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Mark Wiens

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Printed Name _____

Title _____



STAFF REPORT

TO: Mayor Jones and City Council

FROM: Kip Wiley, Utilities Director

DATE: May 7, 2026

SUBJECT: Approval of contract between the City of Woodland Park and HCG Construction for construction of the reservoir access roads in the amount of \$1,224,685.00.

TYPE OF ACTION REQUESTED: Approval of contract with HCG Construction in the amount of \$1,224,685.00 for construction of the reservoir access roads.

BACKGROUND: In November 2024, Respec and Vivid joined forces to perform the design and geotechnical work for the access roads and proposed reservoir dam site investigation. Respec also started the permitting process for the access roads with El Paso and Teller Counties.

To date: Vivid has completed the geotech work for the access roads and the preliminary geotech investigation for the reservoir dam site. Respec has completed the access road design for both locations and has worked through the permit process with El Paso and Teller Counties.

The City's engineer solicited for bids on BIDNET. A mandatory pre bid meeting was held. The City received an amazing 12 responsive bids for this project. Bids ranged in total cost from \$1.2M to approximately 2.0M. The low bid was HCG Construction. Our Engineer has verified the bids tabs and cost estimates are accurate. The cost will be paid from the 510 Fund (Water Enterprise Fund). This project was budgeted in the 2026 approved budget. This is a cash funded project and no loans will be taken out. The City attorney has reviewed and approved the proposed contract.

RECOMMENDATION: Approve Contract with HCG Construction for (\$1,224,685.00) the Reservoir access road construction.

ATTACHMENTS: 1. HCG Construction Contract

CONSTRUCTION CONTRACT

This **CONSTRUCTION CONTRACT** (“Contract” or “Agreement”) is entered into this 21 day of April 2026 by and between the City of Woodland Park, Colorado (“Owner”) and HCG Construction (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows:

Construction of approximately 0.7 miles of two-lane gravel road, 2 paved driveways, 3 reinforced concrete culverts, concrete inlet structure, and associated erosion and sediment controls. There will be approximately 14,000 cubic yards of excavation and embankment, 4 acres of clearing, and installation of riprap aprons.

ARTICLE 2. THE PROJECT

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Construct approximately 0.7 miles of two-lane gravel road, 2 paved driveways, 3 reinforced concrete culverts, and associated erosion and sediment controls. There will be approximately 14,000 cubic yards of excavation and embankment, 4 acres of clearing, and installation of riprap aprons. (the “Project”).

ARTICLE 3. OWNER’S REPRESENTATIVE

3.01 Kelly Bivens, Project Manager shall serve as the Owner’s representative (“Representative”) and shall assume all duties and responsibilities and have the rights and authority assigned to Representative and Owner in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.01 Time is of the Essence

A. All time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. Contractor shall achieve Substantial Completion within one hundred and five (105) calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within one-hundred and fifty

(150) calendar days of the issuance by the Owner of a Notice to Proceed.

4.03 Liquidated Damages

- A.** Should the Contractor fail to complete the work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the Contractor shall reimburse the Owner for the additional expenses and damages for each calendar day (Sundays and holidays excluded) that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expenses and damages, incurred by reason of failure to complete the work, shall be \$100.00 per day and shall increase to \$150.00 per day after 30 days. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would, in such event, sustain.
- B.** It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor and the Owner is authorized to deduct the amount of such damages from any monies due to the Contractor for Work performed or material furnished under this Agreement and the Contractor and his Sureties shall be liable for any excess. Owner shall have the right to sue for, and recover, compensation for damages for nonperformance of this Contract.
- C.** In the event no funds are due to the Contractor at a time when Contractor becomes liable to Owner for liquidated damages, Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.
- D.** In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

4.04 Special Damages

- A.** In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner: (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times; and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B.** After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering,

construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5. CONTRACT PRICE

5.01 Owner shall pay Contractor one million two hundred twenty four thousand six hundred eighty five dollars and zero cents (\$1,224,685.00) for completion of the Work in accordance with the Contract Documents, subject to mutually agreed upon written and executed adjustments under the terms of the Contract, at the prices stated in the Contractor's Bid attached hereto as **Exhibit A**.

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including, but not limited to liquidated damages, in accordance with the Contract.

1. Ninety-five percent (95%) of Work completed (with the balance being retainage).

6.03 Final Payment

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

ARTICLE 7. PROJECT WARRANTIES

7.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that

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

ARTICLE 8. INSURANCE

8.01 Insurance Requirements: Contractor shall not commence work under this Agreement until Contractor has obtained, at its own expense, all insurance required under this Article and the insurance has been approved by the City Manager or their designee. The City of Woodland Park, its elected officials, Officials, employees, and agents shall be named as an additional insureds on each policy of insurance and each policy shall contain a severability of interests provision. Certificates of insurance shall be issued prior to execution of the Notice to Proceed and shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days' prior written notice has been given to Owner. Additionally, Contractor shall not allow any approved subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. For the duration of this Agreement, Contractor must continuously maintain the insurance coverage required herein with at least the minimum insurance coverage listed below:

- A. Commercial General Liability Insurance:** At a minimum, combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, explosion, collapse, and underground hazards.
- B. Workers' Compensation and Employer's Liability:** Workers' compensation insurance to cover all obligations imposed by applicable law for all of Contractor's employees engaged in the performance of work under this agreement, including occupational disease coverage, in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance:** Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for each occurrence with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels

of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage.

- D. Builder's Risk Insurance:** Builder's Risk Insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect Contractor and Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds Ten Thousand Dollars (\$10,000). The policy shall provide for losses to be payable to Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Contractor or the Owner.

- E. Professional Liability/Errors and Omissions Insurance:** If professional services (such as architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years to commence upon substantial completion of the Project.

ARTICLE 9. CONTRACTOR'S REPRESENTATIONS

- 9.01** In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A.** Contractor has examined, carefully studied, and familiarized himself with the nature and extent of the Contract Documents and the other related data identified in the Bidding Documents as well as work, locality, and all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the works.

 - B.** Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the work in addition to carefully studying all reports of investigations and tests of subsurface and latent physical conditions at the site, or otherwise, affecting the cost, progress, or performance of the Work which were relied upon by the Representative in the preparation of the Contract Documents and which have been identified in the Special Conditions.

 - C.** Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data

concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

- D.** Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E.** Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
- G.** Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work.
- H.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I.** Contractor has given Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Representative is acceptable to Contractor.
- J.** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K.** Contractor warrants and guarantees to Owner and Representative that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.
- L.** Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 10. CONTRACT DOCUMENTS

10.01 Contents

A. Is this project federally funded?

Yes

No

If so, this project is federally funded by: Insert name of funding source/program name/grant name funding the project

Contractor is required to complete the attached documents required as part of federal funding and ensure compliance with the same throughout the term of this Agreement:

List the name of all document(s) with additional obligations and terms required to receive federal funding here Davis Bacon Regulations, CBDG, ADA or EPA requirements that must be met by the Contractor and its subs, etc.

B. Is this project state funded?

Yes

No

If so, this project is state funded by: Insert name of funding source/program name/grant name funding the project

Contractor is required to complete the attached documents required as part of state funding and ensure compliance with the same throughout the term of this Agreement:

List the name of all document(s) with additional obligations and terms required to receive state funding such that the contractor needs to fill out and comply with.

C. In addition to any documents identified in Sections 10.01.A and 10.01.B, this Agreement and the following Contract Documents comprise the entire agreement between Owner and Contractor, are attached to this Agreement and incorporated by reference as if fully set forth herein, and consist of the following:

Advertisement for Bids

Instruction to Bidders

Bid Form

Bid Bond

Proposed Subcontractor Form

Material and Equipment List

Notice of Award

Construction Agreement

Notice to Proceed

Performance and Payment Bond

- Lein Waiver
- Change Order
- Notice of Final Payment
- General Conditions
- Supplementary Conditions
- Notice to Contractor
- CDOT Standard Specifications for Road and Bridge Construction_2023
- Pikes-Peak-Region-Asphalt-Paving-Specs-Version-6-March-2022
- Special Provisions

D. There are no Contract Documents other than those listed above in this Article.

E. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 11. PERFORMANCE, WARRANTY, AND PAYMENT BONDS

11.01 Consistent with C.R.S. § 38-26-105, Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Owner, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the warranty period. These bonds shall remain in effect until at least one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as: (i) are licensed to conduct business in the State of Colorado; and (ii) are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Owner.

ARTICLE 12. NO LIEN RIGHTS

12.01 Contractor understands that if this is a contract for the design, construction, repair, or remodel of a public building or public work in an amount exceeding \$50,000.00, it is governed by C.R.S. §§ 38-26-105 through 107 as may be amended. Contractor further understands that these statutory provisions are in lieu of any lien rights. Contractor also understands that failure on the part of Contractor, any Subcontractor(s), or any other entity furnishing labor or supplies to the Project to follow the said statutory provisions in filing any claim for payment, and that failure on the part of any such claimant to comply with said statutory requirements shall relieve Owner from any liability for making payment to

such claimant. Contractors agrees to include this provision in any and all Subcontracts.

ARTICLE 13. FINAL SETTLEMENT

- 13.01** This Article only applies to contracts for the design, construction, repair, or remodel of a public building or public work in an amount exceeding \$150,000.00.
- 13.02** If, on the basis of Owner's observation of the Project during construction and final inspection, and Owner's review of the final invoice and accompanying documentation as required by this Agreement, Owner is satisfied that the Project has been completed and Contractor's other obligations under this Agreement have been fulfilled, Owner will, within ten days after receipt of the final invoice, schedule a date for final settlement, which date shall be within sixty (60) days after the Work is completed satisfactorily and finally accepted by the City. The date of final settlement shall be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper of general circulation published in Teller County. Alternatively, Owner will return the invoice to Contractor, indicating in writing the reasons for refusing to schedule final settlement, in which case Contractor shall make the necessary corrections and resubmit the invoice.
- 13.03** If Owner receives, at any time up to and including the date of final settlement, a notarized statement by any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor(s) in or about the performance of the Project, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Project, whose claim therefor has not been paid by Contractor or any Subcontractor(s), Owner shall withhold from all payments to Contractor sufficient funds to insure the payment of said claims until the same have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agent or assign. Such funds shall not be withheld longer than ninety (90) days following the date of final settlement as published unless an action is commenced within that time to enforce such unpaid claim and a notice of such pending action is filed with Owner.
- 13.04** At the expiration of such ninety (90) day period, Owner shall pay to Contractor such monies and funds as are not the subject of suit and pending action notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to ensure the payment of judgments that may result from such suit. At any time within ninety (90) days following the date of final settlement as published, any claimant whose claims have not been paid by Contractor or any Subcontractor(s) may commence an action to recover the same, individually or collectively, against the surety on the bonds provided herein.
- 13.05** Whenever a notarized statement of a claim has been filed in accordance with this Section, Contractor may substitute a bond, pursuant to C.R.S. § 38-26-108, as may be amended at which time Owner shall release the funds being withheld pursuant to the notarized statement of claim on the same terms and conditions as if the notarized statement of claim

had been released by the claimant.

ARTICLE 14. MISCELLANEOUS

14.01 Indemnification

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

14.02 Assignment of Contract

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

14.03 Successors and Assigns

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

14.04 TABOR Provisions

- A. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- B. Pursuant to C.R.S. § 24-91-103.6, the Owner has appropriated an amount equal to or in excess of the Contract amount. Owner shall not issue a Change Order, or other form of Order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the

amount appropriated for the original Contract unless Contractor is given written assurance by the public entity that lawful appropriations to cover the costs of the additional work have been made.

14.05 Records and Ownership of Documents

- A. Retention and Open Records Act Compliance.** All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.
- B. City’s Right of Inspection.** The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.
- C. Ownership.** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Woodland Park upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or City contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.
- D. Return of Records to City.** At the City’s request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined

and requested by the City.

14.06 Severability

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

14.07 Independent Contractor

- A. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee relationship with the Owner other than as a contracting party and independent contractor/ The Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor’s employees, sub-consultants, contractors, agents, or representatives, including coverage benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

14.08 Third Party Beneficiaries

- A. Nothing contained in this Agreement is intended to, or shall create, a contractual relationship with, cause of action in favor of, or claim for relief for, any third party including any agent, sub-consultant, or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

14.09 No Waiver of Governmental Immunity

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

14.10 Force Majeure

- A. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, pandemic, epidemic, civil disturbance, act of God, act or omission of carriers or similar causes beyond its control (“force majeure conditions”). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

14.11 Governing Law, Venue, and Enforcement

- A. This Agreement shall be governed by and interpreted according to the law of the state of Colorado. Venue for any action arising under this Agreement shall be in the appropriate Court in Teller County, Colorado. The Parties hereby waive any and all

right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement in order to reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement. The parties agree that the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

14.12 Termination of Contract

- A. Owner may, at any time, terminate this Contract for the Owner’s convenience and without cause, upon 30 days written notice.

14.13 Notice and Communications

- A. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States Mail or hand deliver shall be utilized for notice required to be given under this Agreement. E-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail.

WOODLAND PARK:

City of Woodland Park, Colorado
Attn: City Manager Aaron Vassalotti
220 W South Avenue
P.O. Box 9007
Woodland Park, Colorado 80866
Telephone: 719-687-2138
E-mail: avassalotti@woodlandpark.gov

CONTRACTOR:

HCA CONSTRUCTION
3051 INVERNESS PARKWAY #100
ENGLEWOOD, CO 80112
Attn: JORDAN GREER
Telephone: 720-803-3105
E-mail: JORDAN.GREER@HCACON.COM

14.14 Survival of Terms and Conditions

- A. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

14.15 No Waiver of Rights

- A. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City’s approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

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

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS***

THIS AGREEMENT is executed and made effective as provided above.

OWNER:

City Council Approval Required

City Manager Approval

By: _____
George Jones, Mayor

By: _____
Aaron Vassalotti, City Manager

Date Executed by the Owner


Date Executed by Owner

ATTEST:

By: _____
Monica Mendoza, City Clerk



CONTRACTOR:

By: JORDAN GREER - PRESIDENT 
Printed Name and Title

STATE OF) Colorado
COUNTY OF) ss. Douglas

The foregoing Construction Agreement was acknowledged before me this 27 day of April, 2026,
by Jordan Greer as President of
HCG Construction, LLC, a Colorado Limited Liability Company

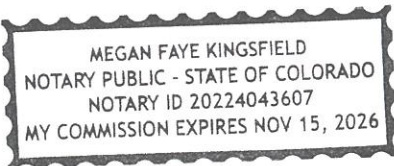
Witness my hand and official seal.

My commission expires: Nov. 15, 2026



Notary Public

(Required pursuant to C.R.S. § 8-40-202(2)(b)(IV))





STAFF REPORT

TO: Mayor Jones and City Council

FROM: Kip Wiley, Utilities Director

DATE: May 7, 2026

SUBJECT: Approval of contract between the City of Woodland Park and Respec for construction management services for the Reservoir access roads in the amount of \$124,600.00.

TYPE OF ACTION REQUESTED: Approval of contract with Respec in the amount of \$124,600.00 for construction management services for the reservoir access roads.

BACKGROUND: In November 2024, Respec and Vivid joined forces to perform the design and geotechnical work for the access roads and proposed reservoir dam site investigation. Respec also started the permitting process for the access roads with El Paso and Teller Counties.

To date: Vivid has completed the geotech work for the access roads and the preliminary geotech investigation for the reservoir dam site. Respec has completed the access road design for both locations and has worked through the permit process with El Paso and Teller Counties.

This contract with Respec is moving forward along with HCG Construction to complete the access road work. Respec will oversee the construction and provide technical review and construction management services for the construction of the roads. The contract with Respec also includes the geotech with Vivid for testing the new road. The contract for the road construction (with HCG Construction) will have to be approved before we can continue with the contract with Respec for the construction management service.

RECOMMENDATION: Approve the contract with Respec for \$124,600.00 to complete the reservoir access road construction management services.

ATTACHMENTS: 1. Respec Contract and scope of work

CITY OF WOODLAND PARK

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ASSISTANCE, INSPECTIONS, AND TESTING (“Glen Aspen Access Improvements CA”)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated as of April 29, 2026, is entered into by and between **RESPEC Company, LLC**, a **Engineering and Consulting Firm** whose business address is **5540 Tech Center Drive, Colorado Springs, CO 80919**, (“Contractor”) and the City of Woodland Park, Colorado, a home rule municipality of the State of Colorado (“City” and, together with the Contractor, “Parties”).

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to have performed certain professional services as described in this Agreement;

WHEREAS, the Contractor represents that it has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

WHEREAS, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement; and

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

ARTICLE I - SERVICES AND CONTRACTOR PERFORMANCE

- 1.1 **Services and Work Product.** As directed by and under the supervision of **Utilities Director Kip Wiley**, the Contractor shall provide the City with the services described in **Exhibit A, attached hereto and incorporated herein** (“Services”). For purposes of this Agreement, “**Work Product**” shall consist of deliverables and/or product to be created, provided, or otherwise tendered to the City as described in the Services.
- 1.2 **Changes to Services.** At any time, the City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the City.
- 1.3 **Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor’s employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local,

state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

- 1.4 **Standard of Performance.** In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the City that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and its employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.
- 1.5 **Patent Indemnification.** Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, and causes of action (including reasonable attorneys' fees and costs of suit) for actual infringement or actual appropriation or use by City of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs, and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to City.
- 1.6 **Safety.** When and to the extent that Contractor or any of its employees, agents, or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all its employees, agents, and subcontractors to comply, with applicable safety rules and security requirements.
- 1.7 **Qualified Personnel.** Contractor will make available all qualified Contractors, drafters, technical, and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide City with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of City.
- 1.8 **Removal of Personnel by City.** City may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reasonable performance or safety reasons, effective upon written notice from City of such dismissal. City will not be required to pay the salary, hourly wages, or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from City.
- 1.9 **Representations and Warranties.** Contractor represents that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance

with the Agreement, Standard of Performance, and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.

- 1.10 Maintenance of and Access to Records.** Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. City will have the right to copy and audit during regular business hours all records of any kind which in any way related to the Services, whether created before, during, or after the termination of this Agreement. Access to such records will be provided to City at no cost.
- 1.11 Colorado Open Records Act.** The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* In the event of the filing of a lawsuit to compel such disclosure, the City shall inform the Contractor and will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.
- 1.12 Disclosure of Adverse Information.** Contractor will promptly disclose to City any and all information which Contractor may learn, or which may have a material adverse impact on the Services or the Work Product or City's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.
- 1.13 Construction Means and Methods.** Contractor shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work of any contractor or subcontractor. Contractor shall not be responsible for the acts or omissions of any contractor, subcontractor, supplier, or any other person or entity performing construction work unless such acts or omissions were the result of Contractor's negligence or willful or wanton acts.

ARTICLE II - COMPENSATION

- 2.1 Commencement of and Compensation for Services.** Following execution of this Agreement by the City, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this **Section 2.1** and its Sub-Sections:
- A. For Lump sum Task Orders.** The Contractor shall perform Services as a Task Order described in **Exhibit B** and shall invoice the City for work performed based on percent complete the specific task.
- B. For Time and Materials Task Orders.** The Contractor shall perform the Services and shall invoice the City for work performed based on the rates described in **Exhibit C**.

C. Reimbursable Expenses. The following shall be considered “Reimbursable Expenses” for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
- Postage and Delivery Services
- Lodging and Meals (*only* with prior written approval of the City as to dates and maximum amount permitted)

D. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any fee, cost, charge, penalty, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

E. Increases in Compensation or Reimbursable Expenses. Any increase or modification of compensation or Reimbursable Expenses shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

2.2 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized Reimbursable Expenses for the Services during the stated period of the invoice. Following receipt of a Contractor’s invoice, the City shall promptly review the Contractor’s invoice.

2.3 City Dispute of Invoice or Invoiced Item(s). The City may dispute any Contractor time, Reimbursable Expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or

invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage prepaid, addressed to the Contractor.

ARTICLE III - CONTRACTOR'S GENERAL RESPONSIBILITIES

- 3.1** The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2** The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.
- 3.3** The Contractor shall provide all the Services in a timely and professional manner.
- 3.4** The Contractor shall reasonably comply during normal business hours with any written City request from the City or any of the City's duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.
- 3.5** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions.
- 3.6** The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid and effective status all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.7** Contractor shall be entitled to rely upon the accuracy and completeness of all information, documents, reports, data, surveys, record drawings, specifications, and other materials furnished by or on behalf of the City, including information prepared by third parties retained by the City. Contractor shall have no responsibility to independently verify such information unless expressly required by the Services. Contractor shall not be responsible for any errors, omissions, delays, or additional costs arising from inaccurate, incomplete, or untimely information provided by or on behalf of the City.
- 3.8** Any opinions or estimates of probable construction cost provided by Contractor are for informational purposes only, and Contractor does not guarantee actual construction costs or contractor pricing.

ARTICLE IV - TERM AND TERMINATION

- 4.1 **Term**. The provision of services under this Agreement shall commence on May 1, 2026 (the “**Effective Date**”) and will terminate on December 21, 2026 (cumulatively, the “**Term**”). The Contractor understands and agrees that the City has no obligation to extend this Agreement’s Term or contract for the provision of any future services and makes no warranties or representations otherwise. Notwithstanding the foregoing, the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the City and the Contractor and such extension do not alter or amend any of the terms or provisions of this Agreement.
- 4.2 **Continuing Services Required**. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City.
- 4.3 **City Unilateral Termination**. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City’s exercise of the right of unilateral termination as provided by this paragraph:
- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
 - B. All finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City, subject to the ownership restrictions in **Section 6.0** of this Agreement; and
 - C. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and Reimbursable Expenses, including any reasonable, documented non-cancelable, and irrevocably committed costs, performed prior to the Contractor’s receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City.
- 4.4 **Termination for Non-Performance**. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-

performance and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purposes of this **Section 4.4**, “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized Reimbursable Expenses, including any reasonable, documented non-cancelable, and irrevocably committed costs. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this **Section 4.4**, nothing in this **Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from nonperformance by a Party.

- 4.5 Unilateral Suspension of Services.** The City may suspend the Contractor’s performance of the Services at the City's discretion and for any or no reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement; or (3) as required by law.
- 4.6 Reinstatement of Services Following City’s Unilateral Suspension.** The City may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the City is made within thirty (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to **Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.
- 4.7 Delivery of Notice of Termination.** Any notice of termination permitted within this **ARTICLE IV - TERM AND TERMINATION** and its sections and sub-sections shall be addressed to the persons identified in **Section 9.17** herein and at the addresses provided therein or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested.

ARTICLE V - INSURANCE

5.1 Insurance Generally. The Contractor shall obtain and shall continuously maintain during the Term of this Agreement insurance of the kind and in the minimum amounts specified in this **Section 5.1 and its Sub-Sections**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor. The Contractor shall secure and maintain the following ("**Required Insurance**"):

- A.** Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the City as a Certificate Holder.
- B.** Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars for each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, as additional insured parties.
- C.** Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, as additional insured parties.
- D.** Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

5.2 **Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this **ARTICLE V - INSURANCE** and its sections and sub-sections, insurance shall conform to all of the following:

- A.** For Required Insurance and any other insurance carried by Contractor (“**Contractor Insurance**”), all policies of insurance 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 the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.
- B.** For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.
- C.** For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- D.** For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 **Failure to Obtain or Maintain Insurance.** The Contractor’s failure to obtain and continuously maintain policies of insurance in accordance with this **ARTICLE V - INSURANCE** and its sections and sub-sections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City immediately upon demand by the City, or at the City’s sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

5.4 **Insurance Certificates.** Prior to commencement of the Services, the Contractor shall submit to the City applicable certificates of insurance for all Required Insurance. Insurance limits, terms of insurance, insured parties, and other information sufficient to demonstrate conformance with this **ARTICLE V - INSURANCE** and its sections and sub-sections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the “Project Name” as identified on the first page of this Agreement. The City may request, and the Contractor shall provide within three (3) business days of such request, a current certified copy of any policy of Required Insurance and any endorsement of such policy.

The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

ARTICLE VI - OWNERSHIP OF DOCUMENTS

- 6.1 Work Product is Property of City.** Upon complete payment for services rendered, the Work Product, as defined in **ARTICLE I, Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of the City. The City will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of City and without liability to the Contractor.
- 6.2 Obligations of Contractor’s Personnel and Subcontractors.** Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:
- A. assign to Contractor ownership of all patents, copyrights, and other proprietary rights created in the course of their employment or engagement; and
 - B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **ARTICLE VI - OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **ARTICLE VI - OWNERSHIP OF DOCUMENTS**.
- 6.3 Assignment of Proprietary Rights.** To the extent that any title to any Work Product may not, by operation of law, vest in City, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to City in perpetuity all worldwide right, title, and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights in and ownership of, the Work Product.
- 6.4 City Furnished Information.** Title to all materials and all documentation furnished by the City to Contractor will remain in the City. Contractor will deliver to the City any all Work Products and property, including copies thereof on whatever media rendered, upon the first to occur of:
- A. the City’s written request; or
 - B. completion of the Services under this Agreement; or
 - C. termination of this Agreement.

- 6.5** The Contractor waives any right to prevent its name from being used in connection with the Services.
- 6.6** Notwithstanding the foregoing, the Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, know-how, and other intellectual properties developed, gathered, compiled, or produced by the Contractor prior to or independently of any of its services under this Agreement (“Background IP”), including such Background IP that the Contractor may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. The Contractor grants the City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the City. The Contractor shall secure all licenses necessary to any third-party content incorporated into the Contractor’s Work Product for the City to utilize the Contractor’s services and the Work Product for their intended purposes.

ARTICLE VII - CONFLICT OF INTEREST

- 7.1** The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, the Woodland Park City Code of Ethics, as amended, or the City’s ethical principles.

ARTICLE VIII – REMEDIES

- 8.1** In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:
- A.** Suspend the Contractor’s performance pending necessary corrective action as specified by the City without the Contractor’s entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
 - B.** Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
 - C.** Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

- D. Terminate this Agreement in accordance with this Agreement.
- 8.2 The aforementioned remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

ARTICLE IX - MISCELLANEOUS PROVISIONS

- 9.1 **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City of Woodland Park, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 9.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 9.3 **Affirmative Action.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 9.4 **Americans with Disabilities Act.** Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act.
- 9.5 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns provided that this **Section 9.5** shall not authorize assignment.
- 9.6 **No Third-Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of Contractor.

Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

- 9.7 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable laws. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 9.8 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Teller County, Colorado and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 9.9 **Force Majeure.** Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.
- 9.10 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 9.11 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the City. Any written assignment shall expressly refer to this Agreement,

specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the City. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

- 9.12 Interpretation and Mutual Negotiation.** It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the City and that in no event shall this Agreement be interpreted as establishing an employment relationship between the City and either Contractor or Contractor's employees, agents, representatives, or sub-contractors. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the City on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the City. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the City to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.
- 9.13 Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 9.14 Agreement Controls.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 9.15 Integration and Amendment.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Contractor.
- 9.16 Severability.** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 9.17 Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 9.18 Non-Liability of City for Indirect or Consequential Damages or Lost Profits.** Parties agree that the City shall not be liable for indirect or consequential damages, including lost profits, that result from the City's declaration that the Contractor is in default of the Agreement, so long as the City acts in good faith.

- 9.19 Waiver of Consequential Damages.** To the fullest extent permitted by law, neither party shall be liable for consequential, incidental, indirect, or special damages, including lost profits or loss of use, arising out of or relating to this Agreement.
- 9.20 Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and defend the City (except the duty to defend shall not apply to Professional Liability claims), its members, affiliates, officers, appointees, directors, partners, and employees, (collectively referred to as the “City” for the purposes of this **Section 9.19**) from and against all claims, damages, and reasonable expenses, including, but not limited to, reasonable attorney’s fees (collectively referred to “Losses”) arising out of the performance of the Services provided that (a) any such claim, damage, loss or expense is caused by any negligent act or omission of (i) Contractor, (ii) anyone directly or indirectly employed by Contractor, or (iii) anyone for whose acts Contractor may be legally liable; and (b) such indemnification shall not apply to the extent that such Losses are caused by the negligence of the City or other party indemnified hereunder. If Contractor is providing architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the extent of Contractor's obligation to indemnify and defend the City is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers. If the Contractor is a person or entity providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify and defend the City may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and City. The indemnification in this **Section 9.19** shall be construed to comply with C.R.S. § 13-50.5-102(8), *et. seq.*
- 9.21 Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.
- 9.22 Notices.** Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail and properly addressed to the intended recipient. Written notice may also be

provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

If to the City:

City of Woodland Park
City Manager Aaron Vassalotti
220 W. South Avenue
Woodland Park, CO 80866
avassalotti@woodlandpark.gov

If to the Contractor:

RESPEC Company, LLC
ATTN: Kelly Bivens
5540 Tech Center Drive
Colorado Springs, CO 80919
Kelly.Bivens@respec.com

With Copy to:

City Attorney Nina P. Williams
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027
nina@wwfdlaw.com

ARTICLE X – AUTHORITY

10.1 The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Woodland Park and the Contractor and bind their respective entities.

THIS AGREEMENT is executed and made effective as provided above.

CITY OF WOODLAND PARK

CONTRACTOR

By:

By:

Name: Aaron Vassalotti
Title: City Manager

Name: Kelly Bivens
Title: Project Manager

EXHIBIT A
(Scope of Services)

SCOPE OF SERVICES

For The City of Woodland Park
Glen Aspen Access Improvements
CONSTRUCTION ASSISTANCE & INSPECTIONS

SPECIFIC SCOPE OF SERVICES

The purpose of this Scope is to outline construction assistance & inspections for construction of the Glen Aspen Access Improvements for the City of Woodland Park (City).

A general description of the work includes the construction of approximately 0.7 miles of two-lane gravel road, 2 paved driveways, 3 reinforced concrete culverts, concrete inlet structure, and associated erosion and sediment controls. There will be approximately 14,000 cubic yards of excavation and embankment, 4 acres of clearing, and installation of riprap aprons.

RESPEC is currently under contract and in the process of completing the design, planning and bid administration portion of this project.

RESPEC will act as the primary contact for the Contractor and will provide the bulk of the inspection and administration services and will coordinate testing. The operations staff for the City will provide additional oversight and support for construction. The City's construction observation support for the access improvements will be on an "as-needed" basis. It is expected that RESPEC will serve as the main contact for the Contractor, make three site visits per week and run the progress meetings.

A specific scope of services is described below. RESPEC is referred to as ENGINEER and the City of Woodland Park as OWNER throughout the scope.

SPECIFIC SCOPE OF SERVICES FOR ENGINEER:

CONSTRUCTION ADMINISTRATION

PROJECT MANAGEMENT

- / Coordinate the contract documentation (Agreement, Insurance, Bonds, Notice to Proceed)
- / Organize and conduct one (1) Pre-Construction meeting.
- / Review and approve submittals related to the project. ENGINEER will maintain the primary submittal tracking log. Prior to providing approval for submittals, ENGINEER will give OWNER the opportunity to review and comment on submittals if desired.
- / Serve as a liaison between El Paso and Teller Counties and the Contractor through the permitting process.
- / Answer requests for information, prepare field orders and change orders. OWNER will provide final approval on all proposed change orders.
- / Conduct remote construction coordination (from ENGINEER's office) with the OWNER, General Contractor, SubContractors, Suppliers, and Manufacturers. This work is in addition to time allocated for submittal review, site visits, observation logs, meeting minutes, and other items specifically listed in this Scope.
- / ENGINEER shall prepare progress meeting agendas and lead a total of seven (7) progress meetings. Progress meeting dates will be set based on construction activity. Meeting minutes will be created and distributed to the Contractor and OWNER as a means of tracking outstanding technical and

administrative issues from meeting to meeting, and documenting decisions. OWNER may wish to attend the progress meetings along with other subContractors involved.

- / Coordination between OWNER and the Contractor will be through ENGINEER to ensure that all dialogue is consistent with no conflicting information sources. This will include all documentation, meetings and correspondence.
- / Review and approve all pay applications submitted by the Contractor to confirm that work requested for payment by the Contractor was performed as requested. ENGINEER will forward them to the owner for review and final approval.

ONSITE CONSTRUCTION INSPECTION

- / Make forty-five (45) site visits, an average of 4 hours each (to include field log preparation following the visit), throughout construction to record construction progress, provide observation documentation, conduct inspections, witness testing, and coordinate with Contractors on specific requests. Following each site visit, a formal observation log and photo log will be created. Three (3) inspections per week for a total of fifteen weeks were assumed. Site visits in excess of forty-five (45) will be based on the attached rate sheet and invoiced on a time and material basis.
- / Coordinate field testing and laboratory testing of soil, aggregate, asphalt, and concrete materials, review and approve material products and sources. Geotech testing fees will be paid by ENGINEER.

PROJECT CLOSEOUT

- / Prepare punch-lists at Substantial and Final Completion milestones. Prepare and present Certificate for Substantial Completion.
- / Prepare a Letter of Final Acceptance once the work is satisfactorily completed.
- / Prepare the advertisement of Final Payment, which the OWNER will publish for the required two (2) week period in the legal section of the local paper.
- / Lien Waiver forms will be obtained from the General Contractor and all sub-Contractors prior to Final Payment.
- / Provide 2 copies of the final "Project Observation Manual" to the OWNER, which will include the following:
 - o Construction Observation Logs with narratives
 - o Approved Submittals
 - o 11x17 set of as-built drawings (2 Sets)

ASSUMED OWNER CONSTRUCTION SERVICES

- / Inspect defective work and reject (if necessary) – OWNER shall attend any meetings requested by ENGINEER after identifying potentially defective work. OWNER shall be involved in the final decisions and solutions.
- / OWNER is to communicate any comments or concerns directly to ENGINEER. Coordination between OWNER and the Contractor, as mentioned above, will be through ENGINEER in order to ensure that all dialogue is consistent with no conflicting information sources. All documentation, meetings, information, and correspondence will process through ENGINEER.
- / Review change orders and pay applications.
- / Issue all final documentation from the City (including final approvals, official documentation on time extension or change order requests, and issue final decisions on all construction discrepancy issues).

- / Coordinate with Contractor on activities which may interfere with OWNER's system operation (or vice versa).
- / Coordinate with Contractor regarding safety concerns or activities while on the project site.

EXCEPTIONS

- / Permitting fees due to all agencies having jurisdiction.
- / Site visits in addition to those proposed herein.

PROPOSED FEE

Description	Fee
Construction Services	
Project Management, Remote Coordination, Engineering Support	\$32,100
Onsite Construction Observation	\$55,955
Geotechnical Testing and Inspection	\$17,545
Project Closeout	\$19,000
TOTAL	\$124,600

Time of Performance: **Services assumed to be completed by October, 2026**

PAYMENT TERMS

- / Construction Administration to be billed on a time and material basis. If the length of construction, number of site visits or remote coordination with the contractor exceeds the amount outlined in the above scope, the CLIENT will be notified. If at that time the CLIENT requests additional remote coordination, meetings, or visits to facilitate project completion, hours will be billed in accordance with our hourly rate schedule for the year in which the services are completed (2026 rate schedule attached).
- / Engineer may reallocate fees among tasks without a formal change order providing the total fee is not exceeded.

PROPOSAL APPROVAL:

Client	RESPEC Company, LLC
By _____ <i style="text-align: center;">Signature</i>	By _____ <i style="text-align: center;">Signature</i>
Printed Name: _____	Printed Name <u> Kelly Bivens </u>
Title _____	Title <u> Project Manager </u>
Date _____	Date <u> April 29, 2026 </u>

2026 BILLING RATE SCHEDULE

COLORADO STAFF

Position	Hourly Rate
Practice Leader	\$260
Principal	\$235
Sr. Project Manager	\$215-\$230
Project Manager	\$190-\$210
Sr. Project Engineer	\$190-\$210
Project Engineer	\$160-\$175
Designer	\$140-\$165
Staff Engineer	\$140-\$160
Engineering Technician	\$110-\$135
Staff Biologist	\$155
Administrative Support	\$85
Engineering Intern	\$75

Construction Support	Hourly Rate
Sr. Construction Observer	\$185

Expenses	
Mileage	Regulatory Rate
Postage/Courier	At Cost
Vendor Printing and Binding	At Cost
Other Expenses	At Cost



STAFF REPORT

TO: Mayor Jones and City Council

FROM: Kip Wiley, Utilities Director

DATE: May 7, 2026

SUBJECT: Ordinance 1522 prohibiting the use of graywater and the installation of graywater treatment works

BACKGROUND: Graywater and HB24-1362. This report will discuss House Bill 24-1362 as it relates to the City's future regulation and enforcement of graywater use and graywater treatment works.

What is House Bill 24-1362?

This is a bill motivated in water conservation based on Colorado's drought and water supply issues. The Bill requires municipalities that wish to avoid the State regulatory program relating to graywater to opt out of allowing graywater use and the installation of graywater treatment works in their municipality. Prior legislation was the opposite, requiring municipalities to opt in to the State program regulating (i.e. adopt an ordinance allowing) graywater use and the installation of graywater treatment works.

Thus, without an ordinance, the State regulations regarding use of graywater and installation of the treatment works must be followed. Furthermore, unless a municipality adopts a resolution/ordinance to the contrary, any person may install indoor graywater treatment in new construction projects within the City.

The effective date is January 1, 2026. Obviously, I am a little late with this Ordinance recommendation.

What is graywater?

Graywater is a portion of water used in a residential, commercial, or industrial building that may be collected after the first use and put to a second beneficial use. Graywater sources may include water discharged from: bathroom and laundry-room sinks, bathtubs, showers, and laundry machines.

What can graywater be used for?

The primary use for graywater is non-potable and includes irrigation, toilet flushing, washing, and cooling.

What is a graywater treatment works?

Graywater treatment works, as used in the Bill, are the systems installed to collect graywater from a building or facility and then treat, neutralize, or stabilize the graywater within the same building or facility to the level approved for authorized use of the graywater.

What are the benefits of using graywater?

Water conservation. However, most savings come from irrigation systems and there is not much to save as Woodland Park residents do not utilize irrigation systems.

What are the risks of using graywater?

Contamination and health risks. Graywater may contain bacteria, human pathogens, and chemicals that can be dangerous if not handled correctly. Further, improper usage and disposal can lead to pollution of natural water sources. For example, if graywater is used to irrigate a crop but is not handled or treated correctly, it could pollute a stream/river nearby.

How does the State regulate the use of graywater and graywater treatment works?

The current regulatory program, which could change after this legislation goes into effect, is grounded in Regulation 86. The Water Quality Control Commission within the Department of Public Health and Environment sets the standards for graywater control. The regulation currently establishes minimum standards for the location, design, construction, operation, installation, and modification of graywater treatment work, as well as the minimum ordinance requirements for municipalities that choose to authorize graywater use.

The Bill does not explain how the State intends to regulate graywater control after the Bill goes into effect. The Bill maintains that the Water Quality Control Commission will "promulgate control regulations" to "describe requirements, prohibitions, and standards for the use of graywater for nondrinking purposes, to encourage the use of graywater, and to protect public health and water quality."

But then also goes on to state, "A city, city and county, or county that has adopted an ordinance or resolution regarding the use of graywater . . . has exclusive enforcement authority regarding *compliance* with the ordinance or resolution."

This leaves a big unknown for municipalities that do not pass an ordinance opting out of the use of graywater as to what the State regulatory requirements will be. Further, it presses upon the City that they will be in charge of enforcement to ensure compliance with ordinances regulating graywater.

What are the City Council's options?

1. Adopt the attached ordinance prohibiting the use of graywater and the installation of graywater treatment works. Significantly, this ordinance *does not* restrict future ordinances allowing the use of graywater. Instead, the proposed ordinance would act as a stop gap and placeholder until the City can evaluate the local need for graywater use, enact a regulation system for design, inspection, and enforcement, and evaluate the cost associated with regulation. Without the ordinance prohibiting the use and installation, any new construction project could install a graywater treatment work on January 2, 2026, without any oversight

or inspection by the City. Further, the City would have no knowledge of its installation as there would be no requirement in the Code to have the system inspected, permitted, or regulated to set standards.

2. Not adopt the attached ordinance and allow for automatic graywater usage and the installation of graywater treatment works in new construction. The City can wait and see what the State legislature does in terms of how they will further regulate.

RECOMMENDATION: With the effective date of January 1, 2026, already come and gone we recommend adopting the ordinance prohibiting the use of graywater and the installation of graywater treatment works. This would allow for more time to understand the regulation scheme and how it would be implemented. Further, it gives time for the City to set its enforcement authority to ensure compliance with its ordinances.

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO.1522
(Series 2026)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO, PROHIBITING THE USE OF GRAYWATER AND THE
INSTALLATION OF GRAYWATER TREATMENT WORKS**

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

WHEREAS, the City is a statutory city organized pursuant to the laws of the State of Colorado; and

WHEREAS, the City has the authority to adopt ordinances to protect the public health, safety, and welfare; and

WHEREAS, “graywater” is the portion of wastewater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines (but excluding wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks) in residential, commercial or industrial buildings or institutional facilities before treatment or combination with other wastewater to be put to beneficial uses, as defined by Regulation 86 of the Colorado Water Quality Control Commission, Colorado Department of Public Health and Environment (5 CCR 1002-86, June 30, 2015); and

WHEREAS, in 2013, House Bill 13-1044 authorized the use of graywater systems in municipalities only when authorized locally by ordinance, but pursuant to House Bill 24-1362, effective January 1, 2026, the collection, treatment, and use of graywater is authorized except where prohibited locally; and

WHEREAS, the City does not currently have regulations to govern the use of graywater; and

WHEREAS, the City Council has determined that prohibiting the use of graywater is in the best interest of the City and its residents, businesses, and visitors at this time.

**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. *Findings.* This ordinance is found to be supported and authorized by law and in the best interests of and necessary for the protection of the health, safety, and welfare of the public. This ordinance is enacted pursuant to C.R.S. § 31-15-601(1)(m)(I). The City Clerk will send notice of this ordinance to the Division of Administration, Department of Public Health and Environment pursuant to C.R.S. § 31-15-601(1)(m)(I)(B).

Section 3. *Prohibition.* Except for any systems permitted before the effective date of this ordinance, the installation of graywater treatment works and the use of graywater are prohibited within the City of Woodland Park.

Section 4. *Repealer.* All ordinances and resolutions or portions thereof inconsistent or conflicting with this ordinance or any portion hereof, are hereby repealed to the extent of such inconsistency.

Section 5. *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 6. *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 _____, 2026.

City of Woodland Park

George Jones, Mayor

ATTEST:

City Clerk, Monica Mendoza

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1523
(Series of 2026)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK, COLORADO AMENDING THE LAND LEASE AGREEMENT BETWEEN THE CITY OF WOODLAND PARK AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE PURPOSES OF UPDATING VERIZON’S LEASED AREA AND FACILITY LOCATION IN RELATION TO THE AQUATIC CENTER 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 Article XX, Section 6 of the Colorado Constitution and the City Charter (the “Charter”); and

WHEREAS, Cellco Partnership d/b/a Verizon Wireless (“Verizon”), is a Delaware general partnership, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920; and

WHEREAS, pursuant to Section 15.2(c) of the Charter, 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, on August 15, 2023, the City Council approved the Land Lease Agreement (“Agreement”) between the City and Verizon for the lease of space on a parcel of land located at 111 N Baldwin Street, Woodland Park, Colorado, 80863 (“Property”) pursuant to Ordinance No. 1451; and

WHEREAS, the Agreement is amended to show Verizon's lease area and facility location in relation to the Aquatic Center as shown in **Exhibit A**. Specifically, the lease area and facility have been shifted east to meet the Property’s setback requirements; and

WHEREAS, the Agreement is additionally amended to update the Verizon’s notice address information; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend the Agreement with Verizon, as it relates to the leased area and facility location in relation to the Aquatic Center.

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. The Land Lease Agreement between the City and Cellco Partnership d/b/a Verizon Wireless (“Verizon”) for the lease of space on a parcel of land located at 111 N Baldwin Street, Woodland Park, Colorado, 80863 is hereby amended as reflected in **Exhibit A.**

Section 4. *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 5. *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 _____, 2026.

City of Woodland Park

George Jones, Mayor

ATTEST:

City Clerk, Monica Mendoza

EXHIBIT A
(First Amendment to Land Lease Agreement)

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This FIRST AMENDMENT TO LAND LEASE AGREEMENT (“Amendment”) is made this _____ day of _____, 202__, by and between The City of Woodland Park, a Colorado home rule municipality (“Lessor”), and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“Lessee”). Lessor and Lessee may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. This Amendment pertains to that certain Land Lease Agreement by and between the Parties dated August 15, 2023 (the “Agreement”) for the lease of space (the “Premises”) on a parcel of land located at 111 N. Baldwin Street, Woodland Park, County of Teller, State of Colorado 80863, APN: 6031.192280010, which property (“Property”) is legally described as set forth on Exhibit “A” to the Agreement, and attached hereto as Exhibit “A” and made a part hereof.

B. The Parties desire to amend the Agreement to allow Lessee to relocate its Premises at the Property and update Lessee’s notice address information, as set forth below.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Premises; Exhibit “B.” The Parties hereby agree that Lessee shall be permitted to relocate its Premises at the Property to the east, in compliance with Property setback requirements. Lessee’s proposed Premises location is described on Exhibit “B” attached hereto. Exhibit “B” to the Agreement is hereby deleted and replaced with Exhibit “B” attached hereto and incorporated herein by reference.
3. Notice. Section 19 of the Agreement is hereby amended to include Lessee’s additional notice address, as follows:

With a copy to: Basking Ridge Mail Hub
 Attention: Legal Intake
 Site: CSP KELLY – MDG: 5000906714
 One Verizon Way
 Basking Ridge, New Jersey 07920

4. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

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

By: _____

Name: _____

Title: _____

Date: _____

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

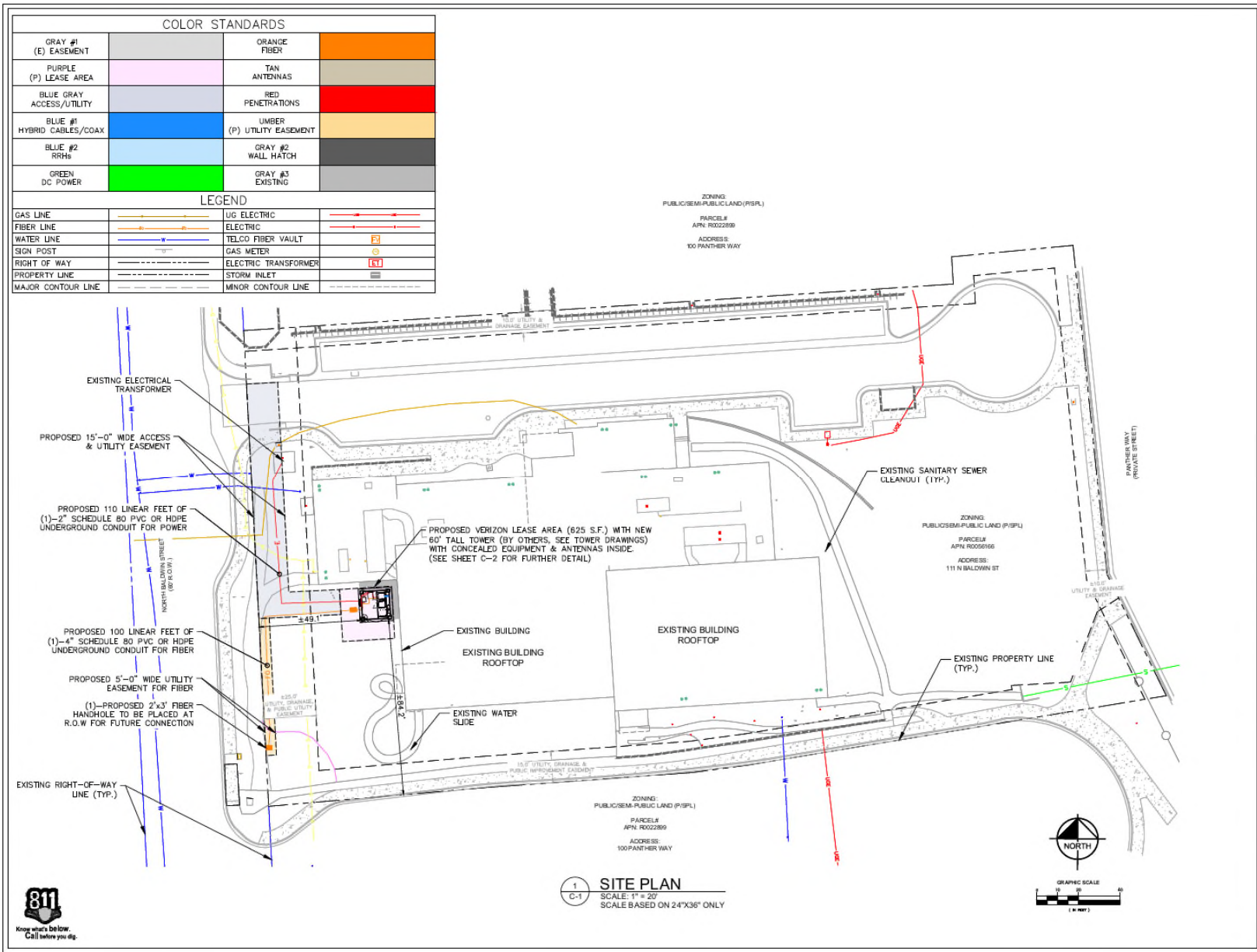
EXHIBIT "A"

Legal Description of Property

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

EXHIBIT "B"
Description of Premises

(See Attached)



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



6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV	DATE	DESCRIPTION	BY
6	03/24/26	REVISED: TOWER LOCATION	WSG
5	02/16/26	REVISED: SURVEY UPDATE	WSG
4	01/22/26	REVISED: SURVEY UPDATE	WSG
3	09/08/25	REVISED: JK COMMENTS	MAK
2	08/27/25	REVISED: JK COMMENTS	MAK
1	05/29/25	REVISED: REF DOCS	WSG
0	05/16/25	100% FINAL CD	WSG

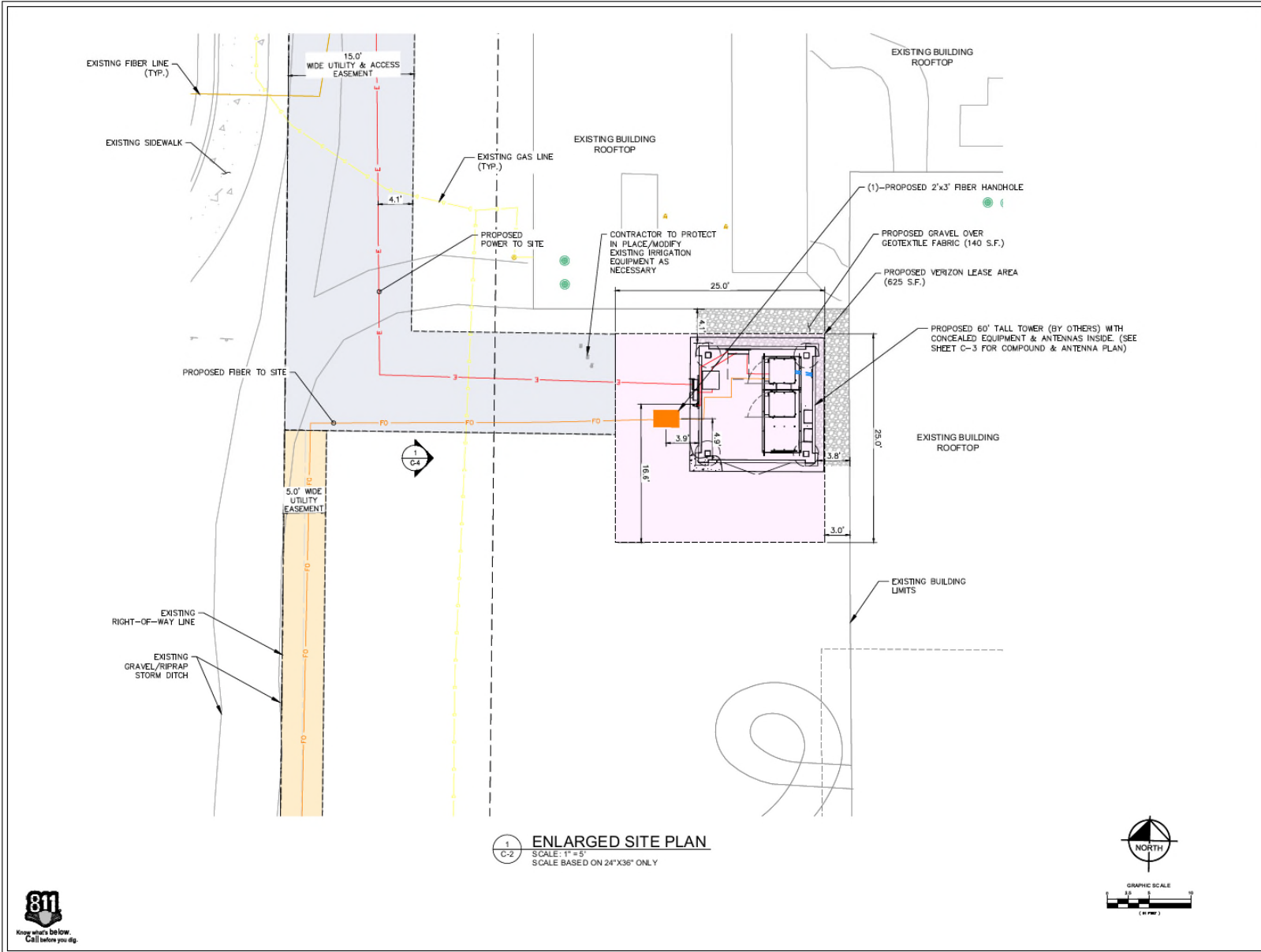
DRAWN BY: **MAK** | CHECKED BY: **MFF**
KHA PROJECT NUMBER: **196015042**



PROJECT INFORMATION:
CSP KELLY NSB
111 N BALDWIN
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C-1



verizon

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

PLANS PREPARED BY:

Kimley»Horn

6200 S SYRACUSE WAY #300
 GREENWOOD VILLAGE, CO 80111
 PHONE (303) 228-2300
 WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION BY

REV.	DATE	DESCRIPTION	BY
6	03/24/26	REVISED: TOWER LOCATION	WSG
5	02/16/26	REVISED: SURVEY UPDATE	WSG
4	01/22/26	REVISED: SURVEY UPDATE	WSG
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2	08/27/25	REVISED: JK COMMENTS	MAK
1	05/29/25	REVISED: REF DOCS	WSG
0	05/16/25	100% FINAL CDs	WSG

DRAWN BY: CHECKED BY:

MAK MFF

IHA PROJECT NUMBER:

196015042

ENGINEER SEAL:



PROJECT INFORMATION:

CSP KELLY NSB

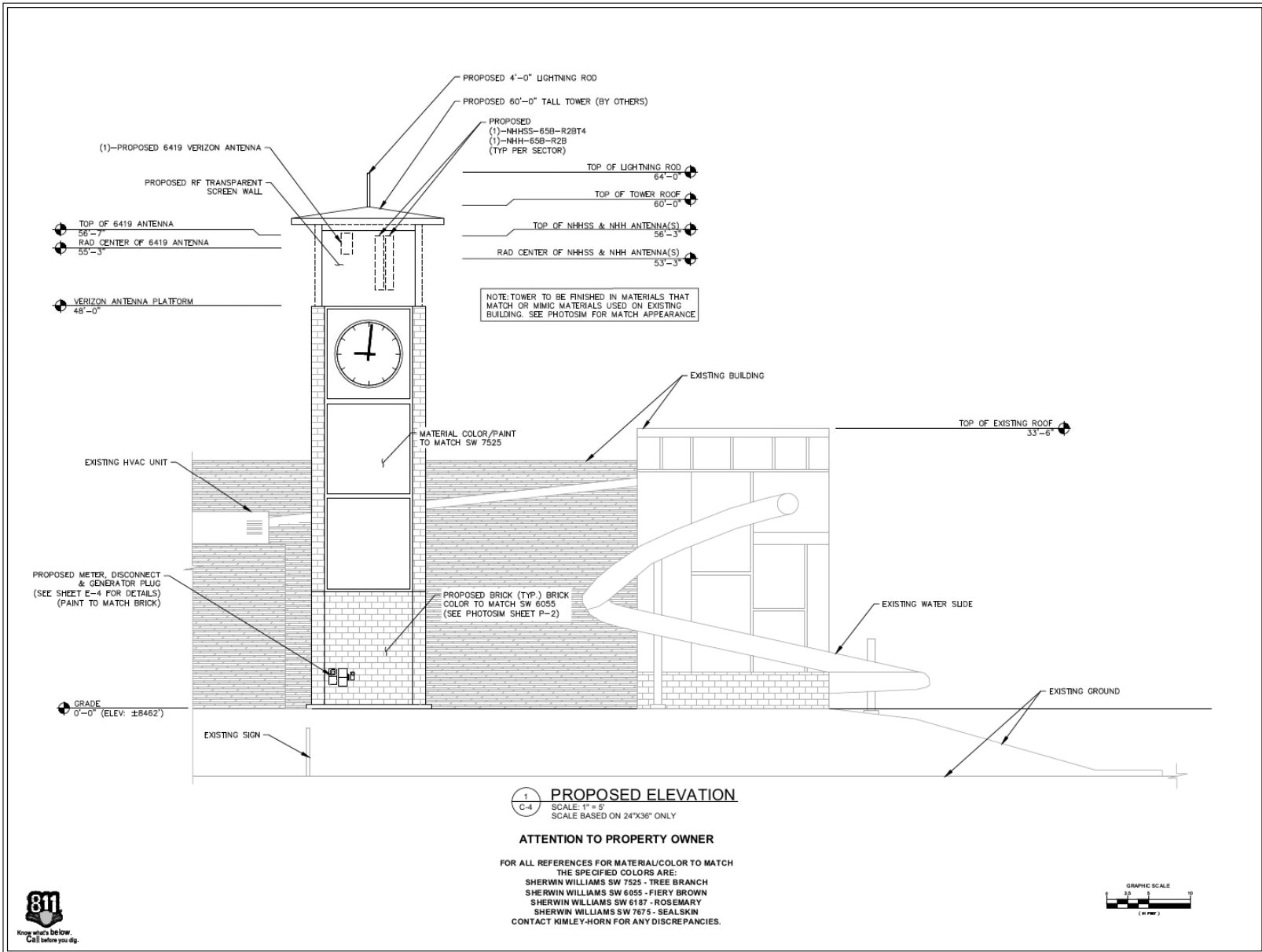
111 N BALDWIN
 WOODLAND PARK, CO 80863
 TELLER COUNTY

SHEET TITLE:

**ENLARGED
 SITE PLAN**

SHEET NUMBER:

C-2



verizon

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

PLANS PREPARED BY:

Kimley»Horn

6200 S. SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
PHONE (303) 228-2300
WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION BY

REV.	DATE	DESCRIPTION	BY
6	03/24/26	REVISED: TOWER LOCATION	WSG
5	02/16/26	REVISED: SURVEY UPDATE	WSG
4	01/22/26	REVISED: SURVEY UPDATE	WSG
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0	05/16/25	100% FINAL CDS	WSG

DRAWN BY: MAK CHECKED BY: MFF

KH PROJECT NUMBER: 196015042

ENGINEER SEAL:



PROJECT INFORMATION:

CSP KELLY NSB
111 N BALDWIN
WOODLAND PARK, CO 80863
TELLER COUNTY

SHEET TITLE:

PROPOSED ELEVATION

SHEET NUMBER:

C-4



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.

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Type of Action Requested: Allow citizens or any interested person the opportunity to be heard for or against the granting of a Festival Permit for 2026 Vino & Notes.

Applicant: Tracy and Dan Vinton with Barn & Barrel, LLC dba 2026 Vino & Notes.

Applicant Details:

- The Barn & Barrel, LLC dba 2026 Vino & Notes is a for-profit organization with a Certificate of Good Standing from the Secretary of State.
- Barn & Barrel have a current Beer & Wine License, #03-19468, in Florence, Colorado.
- Barn & Barrell have obtained legal access to Memorial Park with Permit #3279.

Event Details:

- 2026 Vino & Notes will be held at Memorial Park on Saturday, August 1, 2026 from 11:00am – 5:00pm.

Factual Findings:

- The Festival Application was submitted to the City on March 25, 2026.
- Subject property was posted on April 27, 2026, as required by law.
- Public notice was posted on the City website April 27, 2026.
- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

Recommended Action:

As per section 44-3-404 of the Colorado State Liquor Code, Festival Permits - rules, the applicant meets all criteria, if no protests are heard, and no objection from City Council, City Clerk has been invested with the authority to approve the Festival Permit.