



City of Woodland Park

City Council

January 6, 2022 at 7:00 PM

AGENDA

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A.** Appointments to the Planning Commission, Historical Preservation Committee and the Board of Adjustment.
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)
 - B.** Clarification on funds set aside for Keep Woodland Park Beautiful.
(Presenter Claudia Miller, Keep Woodland Park Committee)
- 4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
- 5. CONSENT CALENDAR**
 - A.** Approval of the December 2, 2021 Regular Council Meeting Minutes.
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)
 - B.** Approval of HR Green Professional Services Agreement in the amount of \$39,950, for the development of the physical concepts and schematic layout for fiber networks.
(Presenter, Assistant to the City Manager Rob Felts)
 - C.** Approval of an engineering, design and construction oversight contract with JDS Hydo division of RESPEC in the amount of \$107,000. This contract is required to meet the Colorado Department of Public Health and Environment (CDPHE) requirement for the Disinfection Outreach Verification Evaluation (DOVE) project.
(Presenter, Director of Operations Kip Wiley)
- 6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
- 7. UNFINISHED BUSINESS**
(Public Comment may be heard (1))
- 8. ORDINANCES ON INITIAL POSTING**
(Public comment may be heard (1))
 - A.** Consider Ordinance No. 1416 on initial posting to amend Title 18 of the Woodland Park Municipal Code to address changes to family child care homes as required by recent State legislation known as House Bill 21-1222 and set the public hearing for January 20, 2022.
(Presenter, Planning Director Karen Schminke)

- B.** Approve Ordinance No. 1410, Series 2021, on initial posting an Ordinance of the City Council for the City of Woodland Park, Colorado submitting a ballot question to the Electors of the City to amend the City's Charter to specify that Elected and Appointed Officials may be removed from Office for Misconduct and set the Public Hearing for January 20, 2022.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
- C.** Approve Ordinance No. 1411, Series 2021, on initial posting an Ordinance of the City Council for the City of Woodland Park, Colorado submitting a ballot question to the Electors of the City to amend the City's Charter to Remove all Gender Specific References from the Charter and set the Public Hearing for January 20, 2022.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
- D.** Approve Ordinance No. 1412, Series 2021, on initial posting an Ordinance of the City Council for the City of Woodland Park, Colorado submitting a ballot question to the Electors of the City to amend the City's Charter to authorize the City Manager to Sign Contracts of a Value Below an Amount to be set by the City Council and set the Public Hearing for January 20, 2022.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
- E.** Approve Ordinance No. 1413, Series 2021, on initial posting an Ordinance of the City Council for the City of Woodland Park, Colorado submitting a ballot question to the Electors of the City to amend the City's Charter to Authorize the City Manager to Require that the Oath of Office include an Affirmation that the Officer Swears to tell the Truth in Performing the Duties of the Office and set the Public Hearing for January 20, 2022.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
- F.** Approve Ordinance No. 1414, Series 2021, on initial posting an Ordinance of the City Council for the City of Woodland Park, Colorado submitting a ballot question to the Electors of the City to amend the City's Charter to Repeal and Replace the Current General Conflict of Interest Provision with a more Detailed and Comprehensive Conflict of Interest Provision and set the Public Hearing for January 20, 2022.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
- G.** Approve Ordinance No. 1415, Series 2021, on initial posting an Ordinance of the City Council for the City of Woodland Park, Colorado submitting a ballot question to the Electors of the City to amend the City's Charter to Clarify the Options for City Council in Filling a Vacancy on City Council and set the Public Hearing for January 20, 2022.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

9. PUBLIC HEARINGS

(Public comment may be heard (1))

10. NEW BUSINESS

(Public comment may be heard (1))

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

- B.** Council Reports
- C.** City Attorney's Report
- D.** City Manager's Report
 - 1.** Election update - April 5, 2022 Municipal Election
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

12. ADJOURNMENT

*Per Ordinance No. 1391, Series 2021 posted on the City Website

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 Pro-tem LaBarre and City Councilmembers

FROM: Suzanne Leclercq, Deputy City Manager/City Clerk

DATE: December 29, 2021

RE: Appointments to the following Boards and Committees:

- 1. Planning Commission**
- 2. Historical Preservation Committee**
- 3. Board of Adjustment**

BACKGROUND: Positions on several of City's Boards and Commissions expire this month. Pursuant to Council's policy, a notice of these open positions was published on the City's website and Facebook page in December. In addition, letters thanking the individuals holding the positions for their service were e-mailed to the incumbents encouraging them to reapply.

At the time of drafting this memo, attached are the applications for reappointment or advancement from alternate to regular positions, as follows:

Planning Commission – incumbent Lee Brown has submitted his application for consideration, applications were also received from DeAnn Bettermann and Kenneth Kennedy. There were 13 meetings held in 2021 and Lee Brown attended all of those meetings. There are currently three vacancies that expire January 1, 2025. There are currently two additional vacancies that expire on January 1, 2024 as a result of resignations.

Board of Adjustment – there were no applications received for this Board. There are currently two openings for this Board and the City Clerk's Office will continue to advertise for these positions.

Historical Preservation Committee - incumbent members Laurie Glauth and David Langley have submitted their applications for consideration, and an additional application was received from Linda Allred. There were 9 meetings held in 2021 and Laurie Glauth attended 9 of those meetings and David Langley attended 7 of those meetings. There are currently three terms expiring January 2026 and one term expiring January 2025 (due to a resignation) .

All applicants will be contacted and asked to be present at the City Council meeting on Thursday evening.

Recommendation: Upon interviews of applicants make appointments to the various Boards and Commissions.



STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM:

DATE: January 6, 2022

SUBJECT: Clarification on funds set aside for Keep Woodland Park Beautiful.
(Presenter Claudia Miller, Keep Woodland Park Committee)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



City of Woodland Park

January 6, 2022 at 7:00 PM

MINUTES

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2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
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(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)
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(Presenter, Assistant to the City Manager Rob Felts)
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(Presenter, Director of Operations Kip Wiley)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**
(Public Comment may be heard (1))
8. **ORDINANCES ON INITIAL POSTING**
(Public comment may be heard (1))
 - A. Consider Ordinance No. 1409 on initial posting to amend Title 18 of the Woodland Park Municipal Code to address changes to family child care homes as required by recent State legislation known as House Bill 21-1222 and set the public hearing for January 20, 2022.
(Presenter, Planning Director Karen Schminke)
 - B. Approve Ordinance No. 1410, Series 2021, on initial posting an Ordinance of the City Council for the City of Woodland Park, Colorado submitting a ballot question

to the Electors of the City to amend the City's Charter to specify that Elected and Appointed Officials may be removed from Office for Misconduct and set the Public Hearing for January 20, 2022.

(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

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(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)

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1. Election update - April 5, 2022 Municipal Election
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

12. ADJOURNMENT

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2021

Hilary LaBarre, Mayor Pro-tem



STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM: Kip Wiley, Deputy City Manager/Director of Operations

DATE: January 6, 2022

SUBJECT: Approval of an engineering, design and construction oversight contract with JDS Hydro division of RESPEC in the amount of \$107,000. This contract is required to meet the Colorado Department of Public Health and Environment (CDPHE) requirement for the Disinfection Outreach Verification Evaluation (DOVE) project. (Presenter, Director of Operations Kip Wiley)

BACKGROUND: Factual Findings:

- In August 2014, The Colorado Department of Public Health and Environment (CDPHE) initiated a project to assess all public water systems in regards to appropriate filtration and disinfection practices. Regulation 11
- On September 22, 2015, the City met with CDPHE as it relates to Regulation 11 and specifically section 11.8 of the regulation.
- On October 28, 2015, The City received a letter from CDPHE stating the City needs to come into compliance with Regulation 11. At that time, the City was not given a time requirement to comply, simply work towards a solution.
- On December 11, 2015, The City responded with a letter stating we would complete a Preliminary Engineering report to completely understand what improvements needed to be done to meet the requirements, budget for those improvements and gave a possible completion date.
- In May of 2016, JDS Hydro completed a report detailing the options the City has to meet the DOVE requirements.
- The City had budgeted this expense over the years however, did not complete the improvements as the State did not pursue the improvements.
- On April 3, 2019, The City received another letter stating the DOVE project was revived and will be pursuing municipalities to complete the needed improvements within 2-3 years.
- On August 27, 2021, The City and JDS-Hydro meet with CDPHE to discuss a path forward to complete associated improvements to comply with the DOVE requirements. The City is expecting to receive a compliance letter with a defined completion date that we will have to meet. It was implied that the completion date would be one year or less from the meeting date.
- ARP funds were set aside from City Council for the DOVE project (\$800K)
- JDS-Hydro has worked with the City for many years and has already completed a preliminary report. They have also evaluated the water system to determine the best course of action and have put together a plan to complete the improvements that is acceptable to CDPHE.

- This project consists of a pump station that will increase pressure to residents, provide adequate fire protection where it currently does not exist and will provide continuous water quality monitoring to verify the State drinking water requirements are met.

RECOMMENDATION: Approve the Engineering, design and construction oversight service contract with JDS-Hydro a division of RESPEC LLC. as presented, authorize the Mayor Pro-tem to sign said contract, and authorize the City Manager or Director of Operations to negotiate and approve task orders.

ATTACHMENTS: 1. 3R Booster Station Contract - MSA and Scope

MASTER SERVICES AGREEMENT

THIS Master Services Agreement effective this ____ day of December 2021, by and between City of Woodland Park (hereinafter referred to as the "Client"), and JDS-Hydro, a Division of RESPEC Company, LLC (hereinafter referred to as the "Consultant").

WITNESSETH:

The Client is a Municipality engaged in providing various services to its citizens. This Master Services Agreement is agreed such that the Consultant can provide engineering services in support of the Municipalities Operations.

NOW, THEREFORE, the parties hereby agree as follows:

1. Performance of the Work.

The Consultant shall provide all labor and materials necessary to complete the design and construction observation for the Rampart Range Road (3R) Water Booster Station (the "Services") as more fully described in Attachment C associated with this Master Agreement (hereinafter referred to as the "Work"). Any change in the Work shall be authorized in writing by a Separate Task Order or Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance.

2. Commencement and Term of the Agreement.

The Master Services Agreement shall commence on December 15th, 2021 and shall end December 31, 2022. The Master Services Agreement will automatically renew annually unless either party terminates the Master Services Agreement in writing at least 30 days prior to the end of the term.

Any work associated with associated Task Orders shall identify specific schedules of the related work activities. The Consultant is expected to perform the work in conformance with the specifications provided by the Task Order and the Client.

To the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion

To the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion.

3. Consideration.

- a. For the successful completion of the Scope of Work, the Consultant shall be paid amounts on a time and materials basis or on a fixed-price lump sum basis as more fully described in the related Task Orders.
- b. Unless otherwise specified in a Task Order, hourly rates for calendar year 2022 for time and materials contracts will be invoiced at the hourly rates provided in Attachment C. Hourly rates for 2022 will be invoiced based on the RESPEC commercial price list in place at the time of the Task Order.
- c. Payment to the Consultant shall be thirty (30) days after receipt of an invoice from the Consultant. The invoice will be in the format as specified by the Client and shall contain at a minimum, the time period, and description of services provided. The invoice shall be submitted to the Client's Delegated Representative.
- d. In the event Consultant believes, in its sole discretion, that the Work goes beyond the scope of Services originally contemplated in this Agreement, Consultant and Client shall request an amendment to the Agreement in writing and executed by both Parties.
- e. Upon Consultant's completion of Work or delivery of Work Product as set forth in the Task Orders, Client shall have thirty (30) days to notify Consultant in writing of any nonconformance of the Work or Work Product under this Agreement. If Client does not notify Consultant in writing within thirty (30) days of completion or delivery of the Work or Work Product of any nonconformance, the Client shall have accepted delivery of the Work or Work Product. In the event Client notifies Consultant of nonconformance within thirty (30) days of completion or delivery of the Work or Work Product, Consultant shall have thirty (30) days to remedy the nonconformance.

4. Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

Client's Contracting Representative

City of Woodland Park
220 W South Ave
Woodland Park, CO 80866
PO BOX 9007
719-687-9246

Authority

Approve and issue change orders.

Client's Delegated Representative

Kip Wiley
220 W South Ave
Woodland Park, CO 80866
719-687-5208
kwiley@city-woodlandpark.org

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

Consultant's Contracting Representative

Philip Welling
3824 Jet Drive
Rapid City, SD 57703
(605) 394-6400
Phil.welling@respec.com

Authority

Approve and issue change orders.

Consultant's Delegated Representative

Mark Valentine
5540 Tech Center Drive, Ste 100
Colorado Springs, CO 80919
719-227-0072
mark.valentine@respec.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

5. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property or to protect the same from damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto.
6. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client's manuals or procedures, without the prior written consent of the Client.

7. Intellectual Property Rights. The Consultant is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including Intellectual Property Rights therein. For purposes of this Agreement:
- a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.
 - b. "Work Product" means the Deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Contractor solely or jointly with the Company or others (i) in the course of performing the Services or other work performed by or on behalf of Contractor in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Company's Confidential Information or Company Materials or resulting from any use of the Company's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.
8. Standard of Care. Consultant shall provide professional services necessary to complete the Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations. No other warranty or representation about the performance of the Work, express or implied, is intended or included in this Agreement or in any other document or report furnished by Consultant.

9. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.
10. Technical Data. All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Contract.
11. Insurance. If the Contract includes work to be performed on the premises of the Client or the project site(s), then the Consultant shall purchase and maintain such insurance as will protect it from the following claims which may arise out of or result from its operations hereunder (whether by itself, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims coverage which are sustained by any person as a result of the Consultant; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The insurance requirements are shown in Attachment A.
12. Limitation of Liability. Consultant's total liability to Client for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach under a Task Order of this Agreement shall, under no circumstances, exceed the fees paid and/or due and payable under such Task Order. Consultant shall not, under any circumstances, be liable for any special, exemplary, indirect, incidental, cover, punitive, or consequential losses or damages, costs, or expenses whatsoever, including loss of use, revenue or profit, arising in contract, warranty or in tort (including negligence) or any other legal theory, even if Company has been advised of the possibility of same. Notwithstanding the foregoing, nothing herein shall limit or exclude Consultant's liability for losses or damages that cannot be limited as a matter of law.
13. Indemnification.
- a. *Indemnification of Consultant.* To the extent permitted by law, the Client agrees to indemnify and defend Consultant and hold Consultant harmless from any claims, judgments, costs and expenses (including reasonable attorney's fees), arising from or related to:

- i. any Claim asserted by any Third Party against Consultant relating to the Work, provided however such indemnity shall not apply where Consultant has deliberately or willfully caused such damage or is found to be grossly negligent in the delivery of the Work;
 - ii. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of the Client or its employees or agents; and/or
 - iii. breach of this Agreement by the Client or its employees or agents.
 - b. *Indemnification of Client.* To the extent permitted by law, consultant agrees to indemnify and defend Client and hold Client harmless from any claims, judgments, costs and expenses (including reasonable attorneys fees), arising from or related to:
 - i. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of Consultant or its employees or agents; and/or
 - ii. breach of this Agreement by Consultant or its employees or agents.
14. Non-Solicitation of Employees. Client hereby agrees that during the Term and for a period of one (1) year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the Consultant, Client, nor any of Client's affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity ("Restricted Person"), solicit for employment or otherwise induce, influence, or encourage to terminate employment with the Client or any of its affiliates or subsidiaries, any of Consultant's employees with whom the Restricted Person had contact or who became known to the Restricted Person in connection with this Agreement.
15. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by binding arbitration in accordance with the International Arbitration Rules of the American Arbitration Association as presently in force. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefor, unless Client terminates or otherwise suspends performance hereunder.

Consultant agrees to provide certification that data supporting any claim made by Consultant hereunder is made in good faith and that the supporting data is accurate and complete to the best of Consultant's knowledge or belief, all in accordance with the requirements of the Contract Disputes Act of 1978 (41 U.S.C. 601-613) and implementing regulations, where

applicable. If any claim of Consultant is determined to be based upon fraud or intentional misrepresentation, Consultant agrees to defend, indemnify and hold Client harmless for any and all liability, loss, cost or expense resulting therefrom.

The parties shall bear the cost of their own attorneys' fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.

16. Force Majeure. 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, 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.
17. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.
18. Time Is of the Essence. The performance of this work is required on a timely basis to meet the Client's time schedule.
19. Applicable Law. This Contract shall be governed by the laws of the state of Colorado. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible to provide Client with a valid Federal Tax Identification.
20. Integration. The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed below, attached hereto, incorporated herein, and considered a firm part of the Contract.
 1. Attachment A—Insurance Requirements
 2. Attachment B—General Provisions
 3. Attachment C - Scope of Services
21. Entire Agreement. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties.

22. Assignment. Neither party to this Agreement shall assign this Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

City of Woodland Park

JDS-Hydro Consultants, Inc. a Division of
RESPEC Company, LLC

By _____
Signature

By  _____
Signature

Printed Name: _____

Printed Name John P. McGinn

Title _____

Title Principal Consultant

Date _____

Date 12/14/21

Attachment A

Insurance Requirements

Consultant must furnish Client with a Proof of Insurance with the following coverage.

1. General Liability of not less than \$1,000,000 each occurrence
2. Automobile Liability of not less than \$1,000,000 each occurrence
3. Bodily Injury and Property Damage Liability of not less than \$1,000,000 each occurrence
4. Workers Compensation and Employers Liability Insurance of \$1,000,000 each accident
5. Professional Liability of \$2,000,000 in the aggregate.

Attachment B

General Provisions

1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.
2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in strict accordance with the Contract documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant warrants that it will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client's request, promptly submit a copy of all drawings, data, and specifications to the Client.
3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for any material breach by Consultant of any of the terms hereof, including the warranties of the Consultant.
4. If the Consultant for any reason does not substantially comply with the Client's delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant's default.
5. The Client reserves the right to suspend or cancel services under this Agreement in the event of fire, strikes, or accidents at the Client's plants, discontinuance or substantial reduction in funding or work effort related to this Agreement from the Client's contracting agency or entity, or any other contingency of like or different nature beyond the Client's control.
6. The Consultant will strive to comply with all federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Agreement or which may become effective during the period of performance under this Agreement.

7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.
8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.
9. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.
10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.
11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same and provided further that such work shall be performed in accordance with this Agreement.
12. The final payment shall constitute a waiver of all claims by the Client, and, if required by the Client, the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement. The Client may, in default of Consultant's obligation to do so, procure the release, satisfaction, and discharge of any such claim or lien and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, the Consultant shall reimburse the Client for all monies paid to discharge any such claim or lien, including the cost and expense thereof.

13. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder without the Client's prior written consent.
14. The price for each item covered by this Agreement is exclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
15. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
16. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
17. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.

ATTACHMENT C - SCOPE OF SERVICES
Rampart Range Road (3R) Booster Station

Background:

The Rampart Range Road (3R) Booster Station is required as the City is moving their entry point to after the 2.45 MG water storage tank. Woodland Park. The Colorado Department of Health and Environment (CDPHE) completed a disinfection outreach verification effort (DOVE) visit and identified that a portion of the system that while is meeting disinfection requirements, is not proving it with chlorine monitoring. To prove that the system is meeting requirements, the entry point and chlorine monitoring will be moved to a location down the valley from the treatment plant and after the 2.45 MG tank. The 3R booster station will be installed to feed water to the houses in the valley above the tank.

Site constraints make planning and construction at the proposed location difficult. Topography, existing utilities, facilities maintenance buildings, storage facilities and abandoned facilities will all have to be considered in the design and implementation. The new booster station is anticipated to house two duty pumps and one high-capacity pump. The City has a generator with low usage hours they would like to consider using as backup power for the station.

A new meter is proposed on the outlet of the 2.45 million gallon tank prior to the new booster station.

Requirements of the booster station are assumed follows:

- 1,500 gpm minimum flow through the 8" valley line when a hydrant is opened
- A base flow to the homes of 30 gpm provided by lead/lag pumps capable of a total of 60 gpm when both are running
- Chlorine residual analyzer (non-discharging) tied into the tank outlet prior to the booster station
- Meter installed on the 12" tank outlet
- Evaluation of the potential to reuse the City's generator
- Electrical and controls
- Permitting of the new entry point and system changes through CDPHE
- Permitting assistant for the contractor through Teller County and Pikes Peak Regional Building
- Installation of a control valve at the top of the valley prior to the clear well to allow recirculation as required.
- Installation of a check valve at the top of the valley to allow water to reverse down the 8" line in an emergency event.

The purpose of this proposal is to describe proposed engineering services to design the required 3R Booster Pump Station.

Design Services Scope

1. JDS will provide design services for the pump station as outlined below.

The pump station will be located on the existing City of Woodland Park Facilities site which has several other buildings and the 2.45 MG water storage tank. The booster pumps are expected to draw water from the City of Woodland Park tank and feed directly into the 8" water main going up the valley. The station will require 3 phase power, back-up power, and SCADA controls. Repurposing the generator will require a building.

- a. Pre-design Efforts and Considerations
 - i. Meet with City of Woodland Park Operations staff in pre-design meeting to discuss the overall process layout, required footprint and piping and pump arrangement.
 - ii. Perform hydraulic evaluation to determine exact final hydraulics for the proposed upgrade and future development within the pressure zone.
 - iii. Obtain 2 soils bores for the site.
- b. Pump Station Design
 - i. Plans and Specifications:
 - 1. Site design of the Booster Pump Station shall include all appurtenances such as:
 - yard piping
 - grading
 - drainage
 - access
 - fencing
 - 2. Interior structural, mechanical, architectural, and electrical drawings will be included relative to pipe connections for the Booster Pump Station. Structural drawings for the building foundation, pipe penetrations and trolley and monorail beam will also be included.
 - 3. Complete design of the pumping plan, internal piping, controls, instrumentation, and power systems. Including the City selected reagentless chlorine analyzer.

Of note is the request to reuse the existing generator that will require an enclosed building.
 - 4. City of Woodland Park water operations will outline the SCADA requirements. It is anticipated that the instrument and controls system budgets, outline and design will be coordinated with City of Woodland Park through their contract integrator, Timber Line Electric and Control Corporation.
 - 5. JDS will provide electrical design for the pump equipment and instrument and controls required to operate them.
 - a. General requirements for electrical include:
 - i. Completion of a load data sheet for Intermountain Rural Electric Association (IREA)
 - ii. One line diagram of the station and connection to the IREA system
 - iii. Electrical drawings and specifications as required including: site location, pumping systems, panel design, lighting, building heat, lightening suppression,

integration of an existing generator to be reused, an automatic transfer switch, HVAC system, and power for the control system.

- iv. Answering questions during bidding and permitting processes.
- v. High-capacity pump and both distribution pumps will be run with VFDs.
- vi. Power is assumed to be three phase 240V at the site.

6. Prepare complete technical specifications in CSI format for the project.

7. Prepare final cost estimates for construction.

c. Auxiliary Design Functions

- 1. JDS is awaiting a response from Teller County Planning as to the extent of the county process required. Included in the scope is a small amount of time to answer questions and determine the County requirements. A 1041 process should not be necessary. Other County submittals may include grading and erosion control plans but are not included in this scope.
- 2. JDS will prepare a basis of design report (BDR) and Application for Construction Approval and assist in the review and approval process through CDPHE as well as Teller County Health sign-off.
- 3. JDS will complete the building permit review process through Pike Peak Regional Building Department to allow the selected contractor to pull a building permit.

Estimated Schedule (after contract execution and all information is provided)

Total time for completion of permitting and design - 4 months

Construction Observation Scope

Construction observation is assumed to cover 4 months construction time. Included in the scope are an estimated 30 site trips for observation, observation logs, review of submittals for construction, coordination of a weekly construction meeting, startup over two days, as-built drawings, and closeout.

Exclusions

- County Permit Application Fees.
- Preparation of a 1041 Permit.
- Drainage report as it is a previously disturbed site
- Any work required or requested not specifically addressed herein.
- Bidding administration.
- Additional survey – Two previous surveys were provided by the City.

ENGINEER Proposed Fees

Fees to be billed on a time and material basis, not to exceed the total fee amount proposed for both projects per the attached fee schedule.

State Permitting	\$ 18,000
Preliminary and Final Design	\$ 57,000
Construction Observation	\$ 32,000
Total	\$ 107,000

2022 STANDARD BILLING RATES

JDS-Hydro Consultants, Inc.

Category	Rate (\$/hour)
Principal Engineer	\$195.00
Senior Project Manager	\$170.00
Project Manager	\$160.00
Senior Project Engineer	\$150.00
Project Engineer	\$140.00
Senior Design Technician	\$130.00
Staff Engineer III	\$120.00
Staff Engineer II	\$115.00
Staff Engineer I	\$110.00
Engineering Technician III	\$100.00
Engineering Technician II	\$95.00
Engineering Technician I	\$90.00
Senior Construction Manager	\$155.00
Construction Manager / Sr. Inspector	\$130.00
Project Inspector	\$110.00
Staff Inspector	\$90.00
Administrative/Clerical	\$80.00
Mileage	IRS
Direct Costs (added to external sources only)	Cost + 5%



STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM:

DATE: January 6, 2022

SUBJECT: Consider Ordinance No. 1416 on initial posting to amend Title 18 of the Woodland Park Municipal Code to address changes to family child care homes as required by recent State legislation known as House Bill 21-1222 and set the public hearing for January 20, 2022.
(Presenter, Planning Director Karen Schminke)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

1. Family Child Care Homes 1st reading Memo 1.6.22
2. Ordinance - 1st Reading Family Child Care Homes 1.6.22



City of Woodland Park City Council Memo

Public Hearing: January 6, 2021, 7pm

Agenda Item

Department

Presenter

Planning

**Karen Schminke
Planning Director**

AGENDA ITEM 8.A: Consider Ordinance No. 1416 on initial posting to amend Title 18 of the Woodland Park Municipal Code to address changes to family child care homes as required by recent State legislation known as House Bill 21-1222 and set the public hearing for January 20, 2022. (Legislative)

BACKGROUND: On September 10, 2021, Colorado House Bill 21-1222 (HB 21-1222) was signed into State law. This law allows State licensed home daycare facility to serve up to 12 children if operated by a person residing in the same dwelling where the child care is provided. HB 21-1222 also requires local governments to treat family child care homes as a permitted residential property use in the application of zoning and land use regulations. Therefore, Title 18 of the Woodland Park Municipal Code addressing family child care homes must be amended. This makes a “Family Child Care Home” with up to 12 children a permitted use in all zones except for HSC/LI. Zoning Development Permits (ZDP) are no longer required for this use. However, Family Child Care Homes must still be State licensed so that annual inspections by the State and Fire for life safety issues are the responsibility of the State licensing agency.

PLANNING COMMISSION: The Commissioners held a public hearing on December 9, 2021 and voted unanimously to recommend approval. The minutes from their meeting will be provided in the January 20, 2022 Council Packet.

RECOMMENDATION: That City Council approve Ordinance No. 1416 on initial posting amending Title 18 of the Woodland Park Municipal Code to address changes to the family child care homes as required by State legislation known as House Bill 21-1222 and set the public hearing on January 20, 2022.

**CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1416, SERIES 2022**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO AMENDING TITLE 18 OF THE WOODLAND PARK MUNICIPAL
CODE, REGARDING LAND USE AND DEVELOPMENT, TO ADDRESS CHANGES
TO FAMILY CHILD CARE HOMES REQUIRED BY RECENT STATE LEGISLATION**

WHEREAS, the City of Woodland Park, Colorado (the “City”), is a Colorado home rule municipality, duly organized and existing pursuant to Section 6 of Article XX of the Colorado Constitution; and

WHEREAS, the City Council (the “Council”) has authority pursuant to the Home Rule Charter and C.R.S. §31-16-101, *et seq.* to adopt and enforce all ordinances and enact laws to govern and regulate the use of land within its territory; and

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

WHEREAS, under such authority, the City has previously adopted land use and zoning regulations, codified as Title 18 of the Woodland Park Municipal Code (the “Code”);

WHEREAS, pursuant to this authority, City Council desires to amend and adopt certain regulations related to family child care homes, required by Colorado House Bill 21-1222 (“HB 21-1222”);

WHEREAS, current state law defines a “family child care home” as a type of state-licensed child care facility serving up to twelve children which is operated by a person who resides in the same dwelling where the care is provided;

WHEREAS, HB 21-1222 requires local governments to treat family child care homes as residential property use in the application of zoning, land use development, fire and life safety, sanitation, and building code regulations; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its citizens to amend Title 18 of the Code, as it relates to family child care homes, and to ensure compliance with HB 12-1222.

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

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

Section 2. Section 18.06.107 of the Woodland Park Municipal Code, concerning the definition of child care establishment, is hereby amended to read as follows:

18.06.107 - Child care establishment.

Child care establishment shall mean any of the following:

(a) Child care center shall mean a **non-residential** facility, by whatever name known, which is maintained for the whole or part of a day but for less than twenty-four-hour care **and supervision** of five or more children ~~from the ages of six weeks through sixteen years, and~~ not related to the owner, operator~~ed~~ or manager thereof and generally located in an office or commercial zone district. The term includes facilities commonly known as a "child care centers," "child nurseries," "nursery schools," "kindergartens," "preschools," "play groups," "school age programs," "centers for developmentally disabled children," "day treatment centers," "extended day programs," and "summer playground programs."

~~(b) Family child care home, small shall mean a private residence in a single unit dwelling or dwelling unit in a multiple unit dwelling providing the care and education for periods of less than twenty-four hours of not more than six children, plus two additional school age children under the age of seventeen who attend before and/or after school hours. The maximum number of children shall include the caregiver's children under the age of seventeen years who are receiving care in the home.~~

~~(c) Family child care home, large shall mean a private residence in a single unit dwelling or dwelling unit in a multiple unit dwelling providing care and education for periods of less than twenty-four hours of seven to twelve children subject to the licensing requirements of the state and the city. The maximum number of children shall include the caregiver's children under the age of seventeen years who are receiving care in the home.~~

~~(i) A child care home, large shall only provide care for children from the age of two years through sixteen years unless the caregiver qualifies as an experienced caregiver or child care provider under regulations established by the state.~~

~~(ii) If the caregiver qualifies as an experienced caregiver or child care provider under regulations established by the state, the child care home, large may care for children from birth through sixteen years subject to the licensing requirements of the state and the city.~~

(b) Family child care home shall mean a private residence in a single unit dwelling or dwelling unit in a multiple unit dwelling for the purpose of providing day care for not more than twelve (12) children, and operated by a person who resides in the same dwelling where the care is provided for periods of less than twenty-four hours of care per day.

Section 3. Section 18.33.155 of the Woodland Park Municipal Code, concerning the family child care home standards and notice practice, is hereby amended to read as follows:

18.33.155 - Family child care home standards~~and notice process.~~

~~A.~~ All family child care homes shall meet the following standards:

4. ~~A.~~ Family child care homes must be licensed by the State and comply with all applicable State regulations promulgated by the Colorado Department of Human Services, and all applicable local zoning and building regulations.

~~2. B.~~ The family child care home shall acquire and keep current a valid city business license.

~~3.~~ Toys, mobile playground equipment and other similar items associated with outdoor activity to a family child care home shall be stored out of sight from view of the public street frontage.

4. ~~C.~~ No more than two motor vehicles associated with patrons or employees of the family child care home may be parked at any time on the dwelling unit site or on the street frontage of such dwelling unit other than fifteen minutes or less for the purpose of loading or unloading property or passengers.

5. ~~D.~~ Fencing of the outside space for the family child care home shall be in conformance with Chapter 18.42 of the Municipal Code.

6. ~~E.~~ Signage for the family child care home shall be in conformance with the Chapter 18.48 of the Municipal Code.

~~B. Notice process: Within five working days of receipt of a child care home, small, zoning development permit application containing all information as required, the city planner shall cause notification of the proposed child care home, small to be sent by regular mail to land owners within a one hundred fifty foot radius of the child care home property boundary. Any aggrieved party within the noticed area who objects, in writing, to the child care home, small may request an informal conference with the city planner within seven working days of the date of issuance of the notification for the purpose of resolving any grievance or concern. In the event that no resolution is reached through the informal conference, the city planner shall cause the child care home, small, zoning development permit application to be referred to the city council. At the next regular meeting following publication of a notice of public hearing, the city council shall hold a public hearing on the application. The city council shall render a decision to approve the application, approve subject to conditions, or deny the application and specify the reasons and findings. The city council's action in approving, conditionally approving, or denying the application shall be based on the criteria contained in Section 18.57.040(B)(1)-(11).~~

Section 4. Section 18.09.090 of the Woodland Park Municipal Code, concerning the table of permitted uses for businesses, industrial, and residential districts, is hereby amended to read as follows:

P=Permitted Use C=Conditional Use PC=Permitted Conditionally													
PERMITTED USES	S R	UR	MFS	MFU	MHP	AG	P/SPL	NC	CC	SC	CBD	HSCLI	PUD
...													
K. Institutional, Public and Semipublic.													
...													
2. Child Care Establishments:													
a. Child Care Center							P	P	P	P	C	P	PC
b. Child Care Home, Small	P C	PC	PC	PC	PC	PC	P	P		P			
c. Child Care Home, Large								P	P	P	P	P	PC
<u>b. Family Child Care Home</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>

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 _____, 2021.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1410
(Series of 2021)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO SUBMITTING A BALLOT QUESTION TO THE ELECTORS OF THE
CITY TO AMEND THE CITY'S CHARTER TO SPECIFY THAT ELECTED AND
APPOINTED OFFICIALS MAY BE REMOVED FROM OFFICE FOR MISCONDUCT**

WHEREAS, the City of Woodland Park (the "City") is a home rule municipality duly organized and validly existing under the Colorado Constitution and the City Charter (the "Charter");

WHEREAS, Article XV, Section 15.10 of the Charter provides that the Charter may be amended at any time in the manner provided by statute;

WHEREAS, Article XX, Section 5 of the Colorado Constitution and C.R.S. § 31-2-210(1)(b) provide that the City Council may submit a Charter amendment to a vote by ordinance;

WHEREAS, C.R.S. § 31-2-210(1)(b) further provides that an ordinance to submit a Charter amendment to a vote must also adopt a ballot title for the proposed amendment;

WHEREAS, existing Charter language classifies certain conduct by elected and appointed officials as "misconduct" without specifying a penalty for such misconduct;

WHEREAS, the City Council wishes to seek voter direction on whether the Charter should be amended to specify that elected and appointed officials may be removed from office for misconduct;

WHEREAS, the next municipal election is scheduled for April 5, 2022;

WHEREAS, the City Council hereby determines that it is necessary to submit to the electors of the City, at the municipal election to be held on April 5, 2022, the question of whether to amend the Charter to specify that elected and appointed officials may be removed from office for misconduct.

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

Section 1. Pursuant to the Charter, the Colorado Constitution, and C.R.S. § 31-2-210(1)(b), the following proposal shall be submitted to the electors of the City and shall become effective if approved by the majority of the voters at the municipal election to be held on April 5, 2022.

Section 2. The following ballot language is hereby referred to the voters at said election:

PROPOSED BALLOT QUESTION TO AMEND THE CITY'S CHARTER TO SPECIFY
THAT ELECTED AND APPOINTED OFFICIALS MAY BE REMOVED FROM OFFICE
FOR MISCONDUCT

SHALL ARTICLE XV, SECTION 15.16 OF THE CHARTER FOR THE CITY OF WOODLAND PARK BE AMENDED TO SPECIFY THAT ELECTED AND APPOINTED OFFICIALS MAY BE REMOVED FROM OFFICE FOR MISCONDUCT?	YES _____ NO _____
---	---

Section 3. If the above question is ratified by a majority of the voters of the City at the municipal election to be held on April 5, 2022, Article XV, Section 15.16 of the Charter shall be repealed and replaced as follows:

Section 15.16 – Misconduct; Removal from Office

Any willful violation of a provision of this Charter shall constitute misconduct. By an affirmative roll call vote of two-thirds ($\frac{2}{3}$) of the members of the City Council in office at the time of such vote, the Mayor, a Council member, or any appointed official may be removed from office for misconduct. No removal shall be made without notice to such elected or appointed official which contains the charge in writing and the facts upon which the charge is based and an opportunity of a hearing before the City Council, which shall be held no sooner than ten (10) days after the date the notice is given.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof in conflict with the foregoing Charter amendment shall be repealed at the time the amendment takes effect.

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 _____, 2021.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1411
(Series of 2021)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO SUBMITTING A BALLOT QUESTION TO THE ELECTORS OF THE
CITY TO AMEND THE CITY'S CHARTER TO REMOVE ALL GENDER SPECIFIC
REFERNCES FROM THE CHARTER**

WHEREAS, the City of Woodland Park (the "City") is a home rule municipality duly organized and validly existing under the Colorado Constitution and the City Charter (the "Charter");

WHEREAS, Article XV, Section 15.10 of the Charter provides that the Charter may be amended at any time in the manner provided by statute;

WHEREAS, Article XX, Section 5 of the Colorado Constitution and C.R.S. § 31-2-210(1)(b) provide that the City Council may submit a Charter amendment to a vote by ordinance;

WHEREAS, C.R.S. § 31-2-210(1)(b) further provides that an ordinance to submit a Charter amendment to a vote must also adopt a ballot title for the proposed amendment;

WHEREAS, amending the Charter to remove all gender specific references from the Charter will help ensure that all residents, employees, and officers of the City feel included in the City's vision and mission;

WHEREAS, the City Council wishes to seek voter direction on whether the Charter should be amended to remove all gender specific references from the Charter;

WHEREAS, the next municipal election is scheduled for April 5, 2022;

WHEREAS, the City Council hereby determines that it is necessary to submit to the electors of the City, at the municipal election to be held on April 5, 2022, the question of whether to remove all gender specific references from the Charter.

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

Section 1. Pursuant to the Charter, the Colorado Constitution, and C.R.S. § 31-2-210(1)(b), the following proposal shall be submitted to the electors of the City and shall become effective if approved by the majority of the voters at the municipal election to be held on April 5, 2022.

Section 2. The following ballot language is hereby referred to the voters at said election:

PROPOSED BALLOT QUESTION TO AMEND THE CITY'S CHARTER TO REMOVE ALL
GENDER SPECIFIC REFERENCES FROM THE CHARTER

SHALL THE CHARTER FOR THE CITY OF WOODLAND PARK BE AMENDED TO REPLACE ALL GENDER SPECIFIC REFERENCES (SUCH AS "HE," "SHE," "HIS," "HER,") WITH GENDER NEUTRAL REFERENCES (SUCH AS "COUNCIL MEMBER," "MAYOR," "SUCH PERSON'S")?	YES _____ NO _____
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Section 3. If the above question is ratified by a majority of the voters of the City at the municipal election to be held on April 5, 2022, the Charter shall be amended as follows:

Section 2.5 - Terms of Office

(a) The terms of office of the Mayor and ~~Councilmen~~ **Council members**, hereafter to be elected in accordance with the provisions of this Charter, shall commence on their taking the oath of office on the first ensuing meeting of the City Council held after the election in the year elected, and shall continue during the term for which they shall have been elected until their successors shall have been elected and duly seated.

(b) On the first Tuesday after the first Monday in April in the year 1976, the first regular municipal election shall be held under the provisions of this Charter, at which time the ~~mayor~~ **Mayor** shall be elected from the City at large for a term of two (2) years. Commencing at said first regular municipal election after the adoption of the Charter and at each regular election thereafter, three (3) ~~Councilmen~~ **Council members** shall be elected at large to serve a term of four (4) years each.

Section 3.1 - Rights of City Council

(a) The legislative affairs of the City shall be vested by the people in a Council consisting of six (6) ~~Councilmen~~ **Council members** and the Mayor. The Council shall constitute the governing body of the City, and shall have those responsibilities of the City which are delegated to it by this Charter, by Article XX of the Constitution of the State of Colorado, or by general law. All other rights are expressly reserved to the people of Woodland Park as provided in this Charter.

Section 3.2 – Mayor

The Mayor shall be the presiding officer of the Council and the recognized head of the City government for all legal, dignitary and ceremonial purposes. He ~~He~~ **The Mayor** shall preside at meetings of the Council, and shall have the same right to speak and vote therein as any member. All contracts in writing binding the City, all conveyances of interests in land by the City, and any other documents requiring ~~his~~ **the Mayor's** signature shall be signed by the Mayor (or by the person acting as Mayor Pro Tem as provided in this Charter) and attested by the Clerk under the seal of the City. The Mayor shall exercise such powers and perform such other duties as are conferred and imposed upon ~~him~~ **the Mayor** by this Charter. The Mayor shall be a conservator

of the peace, and shall have authority to command the assistance of all able-bodied citizens to aid in the enforcement of the ordinances of the City in time of disaster, and to suppress riot and disorder under extraordinary circumstances requiring immediate action.

Section 3.3 - Mayor Pro Tem

A Mayor Pro Tem shall be elected by the Council from its own membership at the first meeting following each biennial election or an adjournment thereof. The Mayor Pro Tem shall serve until the Council meeting following the next regular City election, and shall act as Mayor during the absence or disability of the Mayor. If a vacancy shall occur in the office of Mayor Pro Tem, the Council shall choose ~~his~~ a successor for the unexpired term. In the event of absence or disability of both the Mayor and the Mayor Pro Tem, the Council shall designate another of its members to serve as Acting Mayor during such absence or disability. Any Mayor Pro Tem or Acting Mayor, while serving as Mayor, shall retain all powers granted herein to ~~Councilmen~~ Council members.

Section 3.4 - Qualifications

No person shall be eligible to be elected or appointed to the office of Mayor or ~~Councilman~~ Council member unless ~~he~~ such person has been a citizen of the United States for not less than one (1) year, is at least eighteen (18) years of age, and shall have been a resident of the City of Woodland Park not less than one (1) year immediately preceding such election or appointment. Any person who is a resident of the City and/or any area annexed or consolidated with the City for the required length of time, as herein provided, shall be deemed to meet the resident requirements of this section. Each elected official shall maintain ~~his~~ residency in the City throughout ~~his~~ their term of office. If an elected official shall move from the City during ~~his~~ their term of office, ~~his~~ their seat shall be vacant and such vacancy shall be filled as provided by this Charter. No elected official shall be a salaried employee of the City during ~~his~~ their term of office, nor perform personal services for the City for which ~~he~~ the official is compensated, other than as provided in this Charter. A person who has been convicted of a felony shall not be eligible to become a candidate for a City office.

Section 3.5 - Vacancies

(a) The Mayor's or a ~~Councilman's~~ Council member's office shall become vacant whenever ~~he~~ such person is recalled, dies, becomes incapacitated, resigns, refuses to serve, ceases to be a resident of the City, is judicially declared mentally ill, or is convicted of a felony.

(d) There shall be not more than two (2) appointed members of the Council at any time. If three or more vacancies shall occur between regular municipal elections, the remaining ~~Councilmen~~ Council members and Mayor shall call a special municipal election to fill all vacancies; provided, however, there will not be a regular municipal election within ninety (90) days of the most recent vacancy.

(e) If a ~~Councilman's~~ Council member's office is vacated during the first two (2) years of a four-year term, the term of the newly appointed ~~Councilman~~ Council member shall expire at the next

regular municipal election, and the registered electors shall elect a ~~Councilman~~ **Council member** to complete the final two years of that term.

Section 3.6 - Compensation

The members of the Council shall receive such compensation, and the Mayor such additional compensation, as may be prescribed by referred ordinance; provided, however, that the compensation of any member during ~~his~~ **their** term of office shall not be increased or decreased. The Mayor and the Council may, upon order of the Council, be paid such actual and bona fide expenses incurred in service ~~in~~ **on** behalf of the City as are authorized and itemized.

Section 3.8 - Special Meetings

(a) Special meetings of the Council shall be called by the Clerk on the written request of the Mayor, or by any two (2) members of the Council, on not less than twenty-four (24) hours written notice to each member of the Council, served personally or left at ~~his~~ **their** usual place of residence or place of business, and written notice posted in not less than three (3) public places.

Section 3.13 - Oath of Office

(a) Every officer of the City, elected or appointed, shall, before entering upon the duties of ~~his~~ **the** office, take an oath of office affirming that ~~he~~ **the officer** will support the Constitution and laws of the United States and of the State of Colorado, and the provisions of this Charter and the ordinances of the City, and further that ~~he~~ **the officer** will faithfully perform the duties of the office upon which ~~he~~ **the officer** is about to enter. The Clerk shall file each oath administered to the Mayor and to the members of the Council.

(b) In case of failure to comply with the provisions of this section within thirty (30) days from the date of ~~his~~ **the officer's** election or appointment to office, such officer shall be deemed to have declined the office and such office shall thereupon become vacant unless the Council shall, by motion or resolution, extend the time in which such officer may qualify as set forth above.

Section 3.14 - Conflict of Interest

(a) Neither the Mayor nor any member of the Council during ~~his~~ **their** term of office shall be a compensated employee of the City. In the event the Mayor or any ~~Councilman~~ **Council member**, or any member of ~~his~~ **their** immediate family, has or could potentially be construed as having a conflict of interest, said Mayor or ~~Councilman~~ **Council member** shall declare such interest. If the Mayor or any ~~Councilman~~ **Council member** fails to declare such interest, the remaining members of the Council shall determine by a majority vote whether said interest does in fact constitute a conflict of interest.

(b) Neither the Mayor nor any member of the Council shall vote on any question in which ~~he~~ such person has a conflict of interest, other than the common public interest, or on any question concerning ~~his~~ their own conduct.

Section 3.15 - Compulsory Attendance and Conduct at Meetings

A majority of the members of the Council may by vote either request or compel the attendance of its members and other officers of the City at any meeting of the Council. Any member of the Council or other officer who when notified of such request for ~~his~~ their attendance fails to attend such meeting for reasons other than confining illness or absence from the City, or because said ~~Councilman~~ Council member is attending a meeting as a representative of the City, shall be deemed guilty of misconduct in office unless excused by the ~~council~~ Council. The ~~mayor~~ Mayor shall enforce orderly conduct at meetings and any member of the Council or other officer who shall fail to conduct ~~himself~~ themselves in an orderly manner at any meeting shall be deemed guilty of misconduct in office.

Section 4.1 - City Manager: Appointment, Qualifications and Removal

(b) The Manager shall be appointed with regard to fitness, competency, training and experience in professional urban administration. Such appointment shall be without definite term and shall be at a salary to be fixed from time to time by the Council. No member of the Council shall be appointed City Manager during ~~his~~ their term of office nor within one (1) year after the expiration of ~~his~~ their term of office. The City Manager need not be a resident of the City at the time of ~~his~~ their appointment, although ~~he~~ the City Manager shall reside within the City during ~~his~~ their tenure of appointment. The City Manager shall devote ~~his~~ their entire business time to the administration of the City, shall hold no other paid position during ~~his~~ their term of office, except as provided in Section 16.6 of this Charter, and shall have no financial interest direct or indirect with any firm or corporation which may have contracts or franchises with the City.

(c) The Council, at a regular or special meeting, may upon two-thirds (2/3) vote of the entire Council, remove the City Manager from office. Upon such termination, the Council may in its discretion provide termination pay. If removed at any time after six (6) months of service, the City Manager may demand written charges and a public hearing before the Council, and the same shall be given to ~~him~~ the City Manager prior to ~~his~~ their final removal. Pending such hearing, the Council may suspend ~~him~~ the City Manager from office with or without salary as the Council in its sole discretion may decide.

Section 4.2 - Absence of City Manager

The Council may appoint or designate an acting City Manager during the period of vacancy in the office or during the absence of the City Manager from the City. Such acting City Manager shall, while ~~he~~ such person is in such office, have all the responsibilities, duties, functions and authority of the City Manager, and shall be compensated accordingly.

Section 4.3 - City Manager: Powers and Duties

The City Manager shall be the administrative head of the municipal governmental functions entrusted to ~~him~~ the City Manager, and shall be responsible to the Council for the proper administration and execution of affairs of the City. ~~His~~ The City Manager's duties shall include, but not ~~be~~ limited to, the following:

- (e) Prepare and submit to the Council within sixty (60) days after the end of the fiscal year, or within twenty-one (21) days after receiving the results of the annual audit, a complete report of finances and administrative activities of the City for the preceding year and, upon request of the Council, make written or verbal reports at any time concerning the affairs of the City under ~~his~~ the City Manager's supervision;
- (f) Keep the Council advised of the financial condition and future needs of the City and make such recommendations to the Council for adoption as ~~he~~ the City Manager may deem necessary or expedient;
- (h) Exercise supervision and control over all departments, and recommend to the Council any proposal ~~he~~ the City Manager thinks advisable to establish, consolidate or abolish departments;
- (l) Attend Council meetings and participate in discussions with the ~~council~~ Council in an advisory capacity;
- (m) Perform other such duties as may be prescribed by this Charter, by ordinance, by other applicable law, or as required of ~~him~~ the City Manager by Council and which are not inconsistent with this Charter.

Section 4.4 - Relationship of Council to Administrative Service

Neither the Mayor nor any member of the Council shall dictate the appointment or the duties of any officer or employee of the City, except as otherwise provided in this Charter; nor shall the Mayor or any member of the Council prevent any officer or employee of the City from exercising ~~his~~ their judgment in the performance of ~~his~~ their assigned municipal responsibilities. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service of the City solely through the City Manager, and neither the Council nor its members shall give orders or reprimands to any subordinate of the City Manager.

Section 4.5 - City Clerk: Appointment, Functions and Duties

(c) The Clerk shall be the custodian of the City seal and shall affix it to all documents and instruments requiring the seal and shall attest the same. ~~He~~ The Clerk shall also be custodian of all papers, documents and records pertaining to the City, the custody of which is not otherwise provided for.

(d) The Clerk shall certify by ~~his~~ signature all ordinances and resolutions enacted or passed by the Council.

(e) The Clerk shall provide and maintain in ~~his~~ the Clerk's office a supply of forms for all petitions required to be filed for any purpose by the election provisions of this Charter or by ordinance enacted hereunder.

(g) The Clerk shall perform such other duties as may be prescribed for ~~him~~ the Clerk by this Charter, by the City Manager, or by ordinance of the City Council.

Section 4.6 - City Treasurer: Appointment, Functions and Duties

(c) The Treasurer shall collect all monies for the City, the collection of which is not provided for elsewhere by Charter or ordinance. ~~He~~ The Treasurer shall receive from other officers and employees of the City all monies belonging to and receivable by the City and collected by such officers and employees, including fines, license fees, taxes, assessments and all other charges. All monies shall be turned over to the Treasurer after collection or receipt.

(g) The Treasurer shall perform such other duties as may be prescribed for ~~him~~ the Treasurer by resolution of the City Council, by this Charter, or by the City Manager, to properly administer the financial affairs of the City.

Section 4.9 - Department of Police

(b) The Chief of Police shall be in direct command of the Department of Police. ~~He~~ The Chief of Police shall assign all members of the Department to their respective posts, shifts, details and duties. ~~He~~ The Chief of Police shall make rules and regulations affecting the Department in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and the conduct of the Department. ~~He~~ The Chief of Police shall further provide for the care and custody of all property used by the Department.

Section 5.2 - Right to Establish, Amend and Abolish

(a) The Council may create any Boards and Commissions, including Advisory and Appeal Boards, provided no such Board or Commission shall have authority to perform functions or duties otherwise assigned in this Charter or to interfere with any function or duty otherwise assigned in this Charter. Advisory boards may be created by resolution. Unless otherwise required by law or this Charter, all other Boards and Commissions shall be created by ordinance, which shall prescribe the duties delegated by Council. Each Board and Commission shall elect its own ~~chairman~~ chairperson and vice ~~chairman~~ chairperson from among its citizens-at-large members. Each Board and Commission shall operate in accordance with its own rules of procedure, except as otherwise directed by Council. All Board and Commission meetings shall be open to the public, and copies of all records and minutes of all meetings shall be kept and placed in the office of the City Clerk for public inspection. Reports shall be made to the Council as the Council shall require.

Section 5.4 - Planning Commission

(b) The Planning Commission shall consist of not fewer than five (5) nor more than nine (9) members, to be determined and appointed by the Council, and to include not less than a majority of at-large citizens. Members of the Planning Commission shall be appointed for overlapping three-year terms. Members shall reside in the City, and if any member ceases to reside in the City, ~~his~~ **their** membership shall be immediately terminated. Vacancies shall be filled by the Council. Members shall serve without compensation, but shall be paid their authorized expenses actually incurred in the discharge of their official duties.

Section 6.1 - City Attorney

(a) The Council shall appoint a City Attorney to serve at the pleasure of the Council. ~~He~~ **The City Attorney** shall be an attorney-at-law admitted to practice in Colorado, and shall have a minimum of five (5) years' experience in the active practice of law. The Council may allow the City Attorney such assistants as Council may deem necessary, and may upon its own motion or upon request of the City Attorney employ special counsel. Council shall establish compensation for the City Attorney, ~~his~~ assistants and special counsel.

(b) It shall be the duty of the City Attorney to attend Council meetings upon request, and to render such legal advice as may be required. ~~He~~ **The City Attorney** shall be responsible for defending all suits brought against the City, and for prosecuting all suits brought by the City.

(c) The City Attorney shall act as legal advisor to, and be attorney and counsel for, the Council and shall be responsible solely to the Council. ~~He~~ **The City Attorney** shall advise any officer or department head of the City in matters relating to ~~his~~ **their** official duties when so requested, and shall file with the Clerk a copy of all written opinions given by ~~him~~ **the City Attorney**.

(d) The City Attorney shall prepare or review all ordinances, contracts, bonds and other written instruments which are submitted to ~~him~~ **the City Attorney** by the Council and City Manager, and shall promptly give ~~his~~ **an** opinion as to the legal consequences thereof.

(e) The City Attorney shall call to the attention of the Council all matters of law, and changes or developments therein, affecting the City, which may come to ~~his~~ **the City Attorney's** attention.

Section 6.2 - Municipal Court

(d) The Council may appoint one or more deputy judges as it deems necessary. A Deputy Municipal Judge shall have all the powers of the Municipal Judge when called on to act by the Municipal Judge or the Council. In the event that more than one Municipal Judge is appointed, the Council shall designate a Presiding Municipal Judge, who shall serve in that capacity during the term for which ~~he~~ **such person** was appointed. In the event all regularly appointed Judges are absent, disqualified or unable to act in any matter or case, the Mayor may call a qualified person to act and serve temporarily.

(h) The City Manager or designee shall appoint a Clerk of the Municipal Court and such deputies as ~~he or she~~ **the City Manager** deems necessary. The Municipal Court Clerk and Deputy Municipal Court Clerks shall have such duties and authority as fixed by this Charter, by ordinance, or by rules of the Municipal Court.

(j) Any municipal judge may be removed by Council during ~~his~~ **the judge's** term of office only for just cause, such as:

(1) ~~He~~ **The judge** is found guilty of a misdemeanor, felony or any other crime involving moral turpitude;

(2) ~~He~~ **The judge** has a disability which interferes with the performance of ~~his~~ **the** duties **of the office**, and which is, or is likely to become, of a permanent character;

(3) ~~He~~ **The judge** has ~~willfully~~ **willfully** or persistently failed to perform ~~his~~ **the** duties **of the office**; or

(4) ~~He~~ **The judge** is habitually intemperate.

Section 7.3 - Voting

(a) A vote by "Yes" or "No" shall be taken upon the passage of all ordinances, resolutions and motions, and entered upon the minutes of the Council proceedings. Except as provided in Section 7.7, every ordinance shall require the affirmative vote of the majority of the membership of the entire Council for final passage. Resolutions and motions shall require the affirmative vote of a majority of the members present for passage. Every member, when present, must vote upon ordinances, resolutions and motions, except a member shall be excused from voting on any question in which ~~he~~ **the member** has a conflict of interest or on any question concerning ~~his~~ **the member's** own conduct. Each member of the Council who is present shall vote when ~~his~~ **their** name is called, unless excused by the unanimous consent of the remaining members present. Any member refusing to vote, except when not so required by this Charter, shall be considered delinquent in ~~his~~ **the** duties **of the office** and an affirmative vote shall be cast and recorded in ~~his~~ **the member's** name.

Section 7.14 - Voting Upon Appointments to Boards and Commissions

The City Council may, in voting upon appointments to Boards and Commissions, vote by paper ballot and may vote for any one of the candidates for appointment. The paper ballot shall have the name of the Council ~~Person~~ **member** casting the vote upon it and at the conclusion of the vote, the paper ballots shall be collected and given to the City Clerk who shall read the vote cast by each Council ~~Person~~ **member** into the record. Each candidate receiving a majority of ~~present~~

~~Council Members~~ votes of the present Council members shall be appointed to the Board ~~of~~ or Commission.

Section 7.15 - Vote boards

The Charter shall allow for use of a "Vote Board" for casting votes by the Council and authorizing simultaneous voting by all Council ~~Persons~~ members present if such Vote Board is utilized. In the event a Vote Board is not used, the provision requiring individual voting by ~~Council members~~ Council members in rotational order by roll call shall remain in full force and effect.

Section 9.2 - General Finance

(c) No warrant for payment of any bill shall be approved by the Council upon any fund unless an appropriation has been made therefor which is not exhausted. The City Treasurer shall keep a fund book in which ~~he~~ the City Treasurer shall enter all warrants approved for payment by the Council from any fund. In such fund book shall also be entered all cash received by the City, and the same shall be credited to the proper and particular fund. Every warrant directed to the City Treasurer for the payment of money out of any fund shall be signed by the Mayor or Mayor Pro Tem. Every check issued by the City Treasurer in answer to such warrant shall be signed by the City Treasurer and counter signed by the City Clerk or City Manager.

Section 9.12 - Amendments After Adoption

(a) Supplemental Appropriations—If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the Budget, the Council may, by ordinance, make supplemental appropriations for the year up to the amount of such excess, or by resolution may permit funds to be invested as surplus, to meet contingencies, support improvements, and provide earned income.

(c) Reduction of Appropriations—If at any time during the fiscal year it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, ~~he~~ the City Manager shall report to the Council without delay, indicating the estimated amount of deficit, any remedial action taken by ~~him~~ the City Manager, and ~~his~~ the City Manager's recommendation as to any other steps to be taken. The Council shall then take action to prevent any deficit and for that purpose it may, by resolution, reduce one or more appropriations. Except as otherwise specifically provided in this Charter and in accordance with such provisions, the Council shall consistently seek to operate within a balanced budget.

(d) Transfer of Appropriations and Fund—At any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency, and, upon request by the City Manager, the Council may, by ordinance, transfer part or all of any unencumbered appropriation balance from one department, fund, office or agency to another. Cash transfers between City funds to meet temporary cash

deficiencies may be ordered by the City Manager, subject to proper report to the Council in the regular monthly financial statement.

Section 12.2 - Grant of Public Utility Franchises

(b) No franchise proposal shall be submitted to a vote of the registered electors until the applicant deposits the cost thereof with the City Treasurer, in an amount determined by the City Treasurer and approved by the City Council, nor until the grantee named therein has filed with the Clerk ~~his~~ their unconditional acceptance of all terms of such franchise. Such election shall be held within ninety (90) days after the applicant for such franchise has met the conditions herein required.

(c) No franchise, lease or right to use the streets, alleys, public places, property of the City, or utility easements shall be granted which exceeds twenty (20) years. Every grant of a franchise shall fix the amount and manner of payment of compensation to be paid by the grantee for the use of the same. Such compensation shall be paid to the City as provided and shall be subject to mutual periodic re-negotiation, and failure to pay the same shall result in forfeiture of the franchise at the option of the Council. This provision shall not exempt the grantee from any lawful taxation upon ~~his or its~~ their property, nor from any license, charges or other lawful impositions levied by the City.

Section 15.6 - Liability of City

No action for recovery of compensation for personal injury, death or property damages against the City on account of its negligence or other tort shall be maintained unless written notice of the alleged time, place and cause of such injury, death or property damage is given to the City Clerk by the person injured, ~~his~~ their agent or attorney, within ninety (90) days of the occurrence causing the claimed injury, death or property damage. The notice given under the provisions of this Section shall not be deemed invalid or insufficient solely by reason of an inaccuracy in stating the time, place or cause of injury, if it is shown that there was no intent to mislead and that the City was in fact not misled thereby.

Section 15.13 - Definitions

Except as otherwise specifically provided or indicated by the context:

(b) The singular number shall include the plural; **and** the plural number shall include the singular; ~~and the masculine gender shall extend to and shall include the feminine gender and the neuter;~~

Section 16.3 - Transition Election

The first municipal election for Mayor and ~~Councilmen~~ Council members following the adoption of this Charter shall be on April 6, 1976.

Section 16.5 - Continuation of Appointed Officers and Employees

All appointive officers and employees of the municipality on the effective date of this Charter shall continue in that office or employment which corresponds to the Town office or employment which they held prior to the effective date of this Charter. They shall in all respects be subject to the provisions of this Charter, except that any officer or employee who holds a position which this Charter provides to be held at the pleasure of the City Council shall hold such position only at such pleasure of the Council, regardless of the term for which he the officer or employee was originally appointed.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof in conflict with the foregoing Charter amendment shall be repealed at the time the amendment takes effect.

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 _____, 2021.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1412
(Series of 2021)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO SUBMITTING A BALLOT QUESTION TO THE ELECTORS OF THE
CITY TO AMEND THE CITY'S CHARTER TO AUTHORIZE THE CITY MANAGER
TO SIGN CONTRACTS OF A VALUE BELOW AN AMOUNT TO BE SET BY THE
CITY COUNCIL**

WHEREAS, the City of Woodland Park (the "City") is a home rule municipality duly organized and validly existing under the Colorado Constitution and the City Charter (the "Charter");

WHEREAS, Article XV, Section 15.10 of the Charter provides that the Charter may be amended at any time in the manner provided by statute;

WHEREAS, Article XX, Section 5 of the Colorado Constitution and C.R.S. § 31-2-210(1)(b) provide that the City Council may submit a Charter amendment to a vote by ordinance;

WHEREAS, C.R.S. § 31-2-210(1)(b) further provides that an ordinance to submit a Charter amendment to a vote must also adopt a ballot title for the proposed amendment;

WHEREAS, the current Charter provision requiring the Mayor to sign all contracts can impede the City's ability to promptly and efficiently conduct business, particularly with respect to contracts of a small or de minimis monetary value;

WHEREAS, the City Council wishes to seek voter direction on whether the Charter should be amended to authorize the City Manager to sign contracts of a value below an amount to be set by resolution of the City Council;

WHEREAS, the next municipal election is scheduled for April 5, 2022;

WHEREAS, the City Council hereby determines that it is necessary to submit to the electors of the City, at the municipal election to be held on April 5, 2022, the question of whether to authorize the City Manager to sign contracts of a value below an amount to be set by the City Council.

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

Section 1. Pursuant to the Charter, the Colorado Constitution, and C.R.S. § 31-2-210(1)(b), the following proposal shall be submitted to the electors of the City and shall become effective if approved by the majority of the voters at the municipal election to be held on April 5, 2022.

Section 2. The following ballot language is hereby referred to the voters at said election:

PROPOSED BALLOT QUESTION TO AMEND THE CITY'S CHARTER TO AUTHORIZE
THE CITY MANAGER TO SIGN CONTRACTS OF A VALUE BELOW AN AMOUNT TO
BE SET BY THE CITY COUNCIL

SHALL ARTICLE III, SECTION 3.2 OF THE CHARTER FOR THE CITY OF WOODLAND PARK BE AMENDED TO AUTHORIZE THE CITY MANAGER TO SIGN CONTRACTS OF A VALUE BELOW AN AMOUNT TO BE SET BY THE CITY COUNCIL?	YES _____ NO _____
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Section 3. If the above question is ratified by a majority of the voters of the City at the municipal election to be held on April 5, 2022, Article III, Section 3.2 of the Charter shall be amended as follows:

Section 3.2 - Mayor

The Mayor shall be the presiding officer of the Council and the recognized head of the City government for all legal, dignitary and ceremonial purposes. He ~~He~~ **The Mayor** shall preside at meetings of the Council, and shall have the same right to speak and vote therein as any member. All contracts in writing binding the City with a cost that does not exceed an amount established by resolution of the Council shall be signed by the City Manager; all other contracts, all conveyances of interests in land by the City, and any other documents requiring ~~his~~ **the Mayor's** signature shall be signed by the Mayor (or by the person acting as Mayor Pro Tem as provided in this Charter) and attested by the Clerk under the seal of the City. The Mayor shall exercise such powers and perform such other duties as are conferred and imposed upon ~~him~~ **the Mayor** by this Charter. The Mayor shall be a conservator of the peace, and shall have authority to command the assistance of all able-bodied citizens to aid in the enforcement of the ordinances of the City in time of disaster, and to suppress riot and disorder under extraordinary circumstances requiring immediate action.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof in conflict with the foregoing Charter amendment shall be repealed at the time the amendment takes effect.

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 _____, 2021.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1413
(Series of 2021)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO SUBMITTING A BALLOT QUESTION TO THE ELECTORS OF THE
CITY TO AMEND THE CITY'S CHARTER TO REQUIRE THAT THE OATH OF
OFFICE INCLUDE AN AFFIRMATION THAT THE OFFICER SWEARS TO TELL
THE TRUTH IN PERFORMING THE DUTIES OF THE OFFICE**

WHEREAS, the City of Woodland Park (the "City") is a home rule municipality duly organized and validly existing under the Colorado Constitution and the City Charter (the "Charter");

WHEREAS, Article XV, Section 15.10 of the Charter provides that the Charter may be amended at any time in the manner provided by statute;

WHEREAS, Article XX, Section 5 of the Colorado Constitution and C.R.S. § 31-2-210(1)(b) provide that the City Council may submit a Charter amendment to a vote by ordinance;

WHEREAS, C.R.S. § 31-2-210(1)(b) further provides that an ordinance to submit a Charter amendment to a vote must also adopt a ballot title for the proposed amendment;

WHEREAS, the City Council wishes to seek voter direction on whether the Charter should be amended to require that the oath of office include an affirmation that the officer swears to tell the truth in performing the duties of the office;

WHEREAS, the next municipal election is scheduled for April 5, 2022;

WHEREAS, the City Council hereby determines that it is necessary to submit to the electors of the City, at the municipal election to be held on April 5, 2022, the question of whether to require that the oath of office include an affirmation that the officer swears to tell the truth in performing the duties of the office.

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

Section 1. Pursuant to the Charter, the Colorado Constitution, and C.R.S. § 31-2-210(1)(b), the following proposal shall be submitted to the electors of the City and shall become effective if approved by the majority of the voters at the municipal election to be held on April 5, 2022.

Section 2. The following ballot language is hereby referred to the voters at said election:

PROPOSED BALLOT QUESTION TO AMEND THE CITY'S CHARTER TO REQUIRE THAT THE OATH OF OFFICE INCLUDE AN AFFIRMATION THAT THE OFFICER SWEARS TO TELL THE TRUTH IN PERFORMING THE DUTIES OF THE OFFICE

SHALL ARTICLE III, SECTION 3.13 OF THE CHARTER FOR THE CITY OF WOODLAND PARK BE AMENDED TO REQUIRE THAT THE OATH OF OFFICE INCLUDE AN AFFIRMATION THAT THE OFFICER SWEARS TO TELL THE TRUTH IN PERFORMING THE DUTIES OF THE OFFICE?	YES _____ NO _____
---	----------------------------------

Section 3. If the above question is ratified by a majority of the voters of the City at the municipal election to be held on April 5, 2022, Article III, Section 3.13 of the Charter shall be amended as follows:

Section 3.13 - Oath of Office

(a) Every officer of the City, elected or appointed, shall, before entering upon the duties of ~~his~~ **the** office, take an oath of office affirming that ~~he~~ **the officer** will support the Constitution and laws of the United States and of the State of Colorado, and the provisions of this Charter and the ordinances of the City, ~~and further that he~~ **the officer** will faithfully perform the duties of the office upon which ~~he~~ **the officer** is about to enter, **and further that in performing the duties of the office the officer swears to tell the truth, the whole truth, and nothing but the truth.** The Clerk shall file each oath administered to the Mayor and to the members of the Council.

(b) In case of failure to comply with the provisions of this section within thirty (30) days from the date of ~~his~~ **the officer's** election or appointment to office, such officer shall be deemed to have declined the office and such office shall thereupon become vacant unless the Council shall, by motion or resolution, extend the time in which such officer may qualify as set forth above.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof in conflict with the foregoing Charter amendment shall be repealed at the time the amendment takes effect.

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 _____, 2021.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1414
(Series of 2021)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO SUBMITTING A BALLOT QUESTION TO THE ELECTORS OF THE
CITY TO AMEND THE CITY'S CHARTER TO REPEAL AND REPLACE THE
CURRENT GENERAL CONFLICT OF INTEREST PROVISION WITH A MORE
DETAILED AND COMPREHENSIVE CONFLICT OF INTEREST PROVISION**

WHEREAS, the City of Woodland Park (the "City") is a home rule municipality duly organized and validly existing under the Colorado Constitution and the City Charter (the "Charter");

WHEREAS, Article XV, Section 15.10 of the Charter provides that the Charter may be amended at any time in the manner provided by statute;

WHEREAS, Article XX, Section 5 of the Colorado Constitution and C.R.S. § 31-2-210(1)(b) provide that the City Council may submit a Charter amendment to a vote by ordinance;

WHEREAS, C.R.S. § 31-2-210(1)(b) further provides that an ordinance to submit a Charter amendment to a vote must also adopt a ballot title for the proposed amendment;

WHEREAS, the Charter's current conflict of interest provision does not define what constitutes a conflict of interest, introduces ambiguity with respect to instances where a Council member "could potentially be construed as having a conflict of interest," and fails to specifically identify who is considered a member of one's immediate family;

WHEREAS, the City Council wishes to seek voter direction on whether the Charter should be amended to repeal and replace the Charter's current general conflict of interest provision with a more detailed and comprehensive conflict of interest provision;

WHEREAS, the next municipal election is scheduled for April 5, 2022;

WHEREAS, the City Council hereby determines that it is necessary to submit to the electors of the City, at the municipal election to be held on April 5, 2022, the question of whether to repeal and replace the Charter's current general conflict of interest provision with a more detailed and comprehensive conflict of interest provision.

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

Section 1. Pursuant to the Charter, the Colorado Constitution, and C.R.S. § 31-2-210(1)(b), the following proposal shall be submitted to the electors of the City and shall become effective if approved by the majority of the voters at the municipal election to be held on April 5, 2022.

Section 2. The following ballot language is hereby referred to the voters at said election:

PROPOSED BALLOT QUESTION TO AMEND THE CITY'S CHARTER TO REPEAL AND REPLACE THE CURRENT GENERAL CONFLICT OF INTEREST PROVISION WITH A MORE DETAILED AND COMPREHENSIVE CONFLICT OF INTEREST PROVISION

SHALL ARTICLE III, SECTION 3.14 OF THE CHARTER FOR THE CITY OF WOODLAND PARK BE AMENDED TO REPEAL AND REPLACE THE CURRENT GENERAL CONFLICT OF INTEREST PROVISIONS WITH A MORE DETAILED AND COMPREHENSIVE CONFLICT OF INTEREST PROVISION?	YES _____ NO _____
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Section 3. If the above question is ratified by a majority of the voters of the City at the municipal election to be held on April 5, 2022, Article III, Section 3.14 of the Charter shall be repealed and replaced to read as follows:

Section 3.14 – Conflict of Interest

(a) Purpose and intent.

(1) The City shall conduct its businesses, operations, and services in accordance with the law and the highest standards of business practices and ethics. The City is committed to complete honesty, utmost integrity, fair dealing, and ethical behavior as the basis of its businesses, operations, and services to the community.

(2) It is the intent of the City that its elected officials adhere to the highest levels of ethical conduct so that the public will have the confidence that persons who are in positions of public responsibility act for the benefit of the public. Elected officials should comply with the letter and spirit of this section as well as strive to avoid situations which may create impropriety or the appearance of impropriety.

(3) It is the intent of the City to establish and enforce a policy which ensures that its elected officials are independent, impartial, and responsible to the citizens they serve and represent. Elected officials should have a general understanding of the City's views regarding situations which create or involve conflicts of interest or the appearance of impropriety. It is the intent of this section to clarify which actions are allowed and which constitute a breach of the public trust.

(b) Definitions. For purposes of construction of this section, the following words and phrases shall have the following meanings:

Business means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity, or entity.

Financial interest means any interest equated with money or its equivalent. *Financial interest* shall not include:

- (1) the interest that an officer, employee, or member of their immediate family has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee, or immediate family member;
- (2) the interest that an officer, employee, or member of their immediate family has as a non-salaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization in the holdings of such corporation, association, or organization;
- (3) the interest that an officer, employee, or member of their immediate family has as a recipient of public services when such services are generally provided by the City on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is an officer, employee, or immediate family member;
- (4) the interest that an officer, employee, or member of their immediate family has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lending institution, in such lending institution;
- (5) the interest that an officer, employee, or member of their immediate family has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;
- (6) the interest that an officer, employee, or member of their immediate family has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as an officer or employee, could immediately, definitely, and measurably affect the value of such policy, deposit, or similar interest;
- (7) the interest that an officer, employee, or member of their immediate family has as an owner of government-issued securities unless the discretionary act of such owner, as an officer, employee, or member of their immediate family, could immediately, definitely and measurably affect the value of such securities; or
- (8) the interest that an officer or employee has in the compensation received from the City for personal services provided to the City as an officer or employee.

Immediate family means husband, wife, son, daughter, mother, father, step-son, step-daughter, step-mother, step-father, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, grandmother, grandfather, grandchildren, brother, sister, domestic partner, any

person with whom he or she is cohabiting, any person whom he or she is engaged to be married, and any person with whom he or she is engaged in an intimate relationship. The term includes any minor children for whom the person or his or her domestic partner provides day-to-day care and financial support. A “domestic partner” is an unmarried adult, unrelated by blood, with whom an unmarried officer or employee has an exclusive committed relationship, maintains a mutual residence, and shares basic living expenses.

Officer or employee means any person holding a position by election, appointment, or employment in the service of the City, whether part-time or full-time, including a member of any authority, board, committee or commission of the City, other than an authority that is:

- (1) established under the provisions of the Colorado Revised Statutes;
- (2) governed by state statutory rules of ethical conduct; and
- (3) expressly exempted from the provisions of this section by ordinance of the Council.

Personal interest means any interest (other than a financial interest) by reason of which an officer or employee, or a member of the immediate family of such officer or employee, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. *Personal interest* shall not include:

- (1) the interest that an officer, employee, or member of their immediate family has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;
- (2) the interest that an officer, employee, or member of their immediate family has in the receipt of public services when such services are generally provided by the City on the same terms and conditions to all similarly situated citizens; or
- (3) the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the City.

Public body means the Council or any authority, board, committee, commission, service area, department, or office of the City.

(c) Rules of conduct concerning conflicts of interest.

(1) Sales to the City. No officer or employee, or member of the immediate family of such officer or employee, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies, or services, if:

- a. such officer or employee is a member of the Council;
- b. such officer or employee exercises, directly or indirectly, any decision-making authority on behalf of the City concerning such sale; or

c. in the case of services, such officer or employee exercises any supervisory authority in his or her role as a City officer or employee over the services to be rendered to the City.

(2) Purchases from the City. No officer, employee, or member of their immediate family shall, directly or indirectly, purchase any real or personal property from the City, except such property as is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as to all members of the general public.

(3) Interests in other decisions. Any officer, employee, or member of their immediate family who has a financial or personal interest in any matter proposed or pending before any public body of which he or she is a member, to which he or she makes recommendations, or any officer or employee who believes that their vote on the matter will, for whatever reason, have the appearance of impropriety shall, upon discovery thereof, disclose such interest to the other members of the public body, not vote on the matter, and not attempt to influence the vote of any other member of the public body. If the Mayor or any Council member fails to declare such an interest, the remaining members of the Council shall determine by a majority vote whether such interest constitutes a conflict of interest.

(d) Employment by the City. Neither the Mayor nor any member of the Council shall be a compensated employee of the City during their term of office.

(e) Violations. Any contract made in violation of this section shall be voidable by the City. If voided within one (1) year of the date of execution thereof, the party obtaining payment by reason of such contract shall, if required by the City, forthwith return to the City all or any designated portion of the compensation received by such individual from the City by reason of said contract, together with interest at the lawful maximum rate for interest on judgments.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof in conflict with the foregoing Charter amendment shall be repealed at the time the amendment takes effect.

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 _____, 2021.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1415
(Series of 2021)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO SUBMITTING A BALLOT QUESTION TO THE ELECTORS OF THE
CITY TO AMEND THE CITY'S CHARTER TO CLARIFY THE OPTIONS FOR CITY
COUNCIL IN FILLING A VACANCY ON CITY COUNCIL**

WHEREAS, the City of Woodland Park (the "City") is a home rule municipality duly organized and validly existing under the Colorado Constitution and the City Charter (the "Charter");

WHEREAS, Article XV, Section 15.10 of the Charter provides that the Charter may be amended at any time in the manner provided by statute;

WHEREAS, Article XX, Section 5 of the Colorado Constitution and C.R.S. § 31-2-210(1)(b) provide that the City Council may submit a Charter amendment to a vote by ordinance;

WHEREAS, C.R.S. § 31-2-210(1)(b) further provides that an ordinance to submit a Charter amendment to a vote must also adopt a ballot title for the proposed amendment;

WHEREAS, the City Council wishes to seek voter direction on whether the Charter should be amended to clarify the options for City Council in filling a vacancy on City Council;

WHEREAS, the next municipal election is scheduled for April 5, 2022;

WHEREAS, the City Council hereby determines that it is necessary to submit to the electors of the City, at the municipal election to be held on April 5, 2022, the question of whether to amend the Charter to clarify the options for City Council in filling a vacancy on City Council.

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

Section 1. Pursuant to the Charter, the Colorado Constitution, and C.R.S. § 31-2-210(1)(b), the following proposal shall be submitted to the electors of the City and shall become effective if approved by the majority of the voters at the municipal election to be held on April 5, 2022.

Section 2. The following ballot language is hereby referred to the voters at said election:

PROPOSED BALLOT QUESTION TO AMEND THE CITY'S CHARTER TO CLARIFY THE
OPTIONS FOR CITY COUNCIL IN FILLING A VACANCY ON CITY COUNCIL

SHALL ARTICLE III, SECTION 3.5 OF THE CHARTER FOR THE CITY OF WOODLAND PARK BE AMENDED TO CLARIFY THE OPTIONS FOR CITY COUNCIL IN FILLING A VACANCY ON CITY COUNCIL?	YES _____ NO _____
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Section 3. If the above question is ratified by a majority of the voters of the City at the municipal election to be held on April 5, 2022, Article III, Section 3.5 of the Charter shall be amended as follows:

Section 3.5 – Vacancies

(b) A vacancy shall be filled by a majority vote of the Mayor and/or the remaining Council after such vacancy occurs, provided there will not be a regular municipal election within ninety (90) days of such vacancy. To fill a vacancy, the Mayor and/or the remaining Council members may: (i) appoint any qualified person; (ii) conduct an open application process; (iii) appoint the person who received the next highest vote total in the last municipal election should the vacancy occur within six (6) months of said election; or (iv) schedule a special election to fill the vacancy. The person appointed shall serve in that office until the next regular election.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof in conflict with the foregoing Charter amendment shall be repealed at the time the amendment takes effect.

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 _____, 2021.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq



STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM:

DATE: January 6, 2022

SUBJECT: Election update - April 5, 2022 Municipal Election
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None