



City of Woodland Park

REVISED - CITY COUNCIL

January 20, 2022 at 7:00 PM

AGENDA

1. **5:30 PM to 6:45 PM Open House Sally Riley's Retirement Celebration**
2. **CALL TO ORDER - ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
 - A. Celebration of former Planning Director Sally Riley's retirement from the City of Woodland Park.
(Presenter Michael Lawson, City Manager)
 - B. Welcome and Happy New Year from Teller County Commissioners
 - C. Appointments to the Historical Preservation Committee.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
 - D. Oath of Office administered to Finance Director/City Treasurer Aaron Vassolotti.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
 - E. Appointment of Mayor Pro-tem LaBarre to Mayor of the City of Woodland Park.
(Presenters Councilmember Neal and Councilmember Nakai)
5. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
6. **CONSENT CALENDAR**
 - A. Approval of the December 2, 2021 Regular City Council Meeting Minutes.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
 - B. Approval of the January 6, 2022 Regular City Council Meeting Minutes.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
 - C. Approval of Statement of Expenditures for November 2021.
(Presenter Finance Director, Aaron Vassalotti)
 - D. 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) **(Tabled from the January 6, 2022 Council Meeting)**
7. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
8. **UNFINISHED BUSINESS**
(Public Comment may be heard (1))
9. **ORDINANCES ON INITIAL POSTING**

(Public comment may be heard (1))

- A. Consider Ordinance No. 1417, Series 2022 on initial posting, an Ordinance of the City Council for the City of Woodland Park, Colorado amending Multiple Titles of the Woodland Park Municipal Code, Regarding Code Penalties and Violations and set the Public Hearing for February 3, 2022.
(Presenter City Attorney Geoff Wilson)

10. PUBLIC HEARINGS

(Public comment may be heard (1))

- A. Approve Ordinance No. 1416, Series 2022 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.
(Presenter, Planning Director Karen Schminke)
- B. Presentation of proposed Charter Amendments.
(Presenter Charter Review Committee Chairman Frank Connors and Charter Review Committee)
- C. Approve Ordinance No. 1410, Series 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.
(Presenters Charter Review Committee and City Attorney Geoff Wilson)
- D. Approve Ordinance No. 1411, Series 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 References from the Charter and set the Public Hearing for January 20, 2022.
(Presenters Charter Review Committee and City Attorney Geoff Wilson)
- E. Approve Ordinance No. 1412, Series 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.
(Presenters Charter Review Committee and City Attorney Geoff Wilson)
- F. Approve Ordinance No. 1413, Series 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 Require that the Oath of Office include an Affirmation that the Officer Swears to tell the Truth in Performing the Duties of the Office.
(Presenters Charter Review Committee and City Attorney Geoff Wilson)
- G. Approve Ordinance No. 1414, Series 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.
(Presenters Charter Review Committee and City Attorney Geoff Wilson)
- H. Approve Ordinance No. 1415, Series 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.

(Presenters Charter Review Committee and City Attorney Geoff Wilson)

11. NEW BUSINESS

(Public comment may be heard (1))

- A. Approval of the Board of Adjustment's Rules of Procedure
(Presenters Planning Director Karen Schminke and Board of Adjustment Chairman Lou Ramon)
- B. Approve Resolution No. 884 a Resolution Establishing the Form and Procedures for the April 5, 2022 Regular Municipal Election.
(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)
- C. Approval of Resolution No. 885, Series 2022 a Resolution Opposing the Implementation of Mask Mandates on the Employees of the City of Woodland Park and Within the City of Woodland Park Facilities.
(Presenters, Councilmember Alieri and Councilmember Zuluaga)

12. REPORTS

(Public comment not necessary)

- A. Mayor's Report
 - 1. Discussion and consensus of meeting officiant for the February 3rd and February 17 City Council Meetings.
- B. Council Reports
- C. City Attorney's Report
- D. City Manager's Report

13. 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



City of Woodland Park

December 2, 2021 at 7:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

6:00 PM Executive Session: Executive Session for discussion of a personnel matter under C.R.S. Section 24-6- 402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: Evaluation with the City Manager.

The following individuals attended the Executive Session. Mayor Pro-tem LaBarre, Councilmember Case, Councilmember Nakai, Councilmember Neal, Councilmember Zuluaga, City Manager Michael Lawson and City Attorney Williams (via zoom) for parts of it.

Following the Executive Session, Mayor Pro-tem LaBarre called the regular Council Meeting to order. City Clerk Leclercq took roll with the following Councilmembers present: Mayor Pro-tem LaBarre, Councilmember Case, Councilmember Nakai, Councilmember Neal and Councilmember Zuluaga. At the current time, Councilmember Alfieri was absent.

The following staff members were present: City Manager Michael Lawson, Deputy City Manager/City Clerk Suzanne Leclercq, Planning Director Sally Riley, Deputy City Manager/Director of Operations, Kip Wiley and Assistant to the City Manager Rob Felts. Finance Director Aaron Vassalotti and City Attorney NinaWilliams appeared via zoom.

Mayor Pro-tem LaBarre announced that the Council had come to a consensus and accepted the City Manager's contract for the year 2022. The following motion was made:

Motion: To accept and approve the City Manager's contract for the year 2022. Motion Neal/Zuluaga. Motion carried 5-0.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

- A. Consider the appointment of DeAnn Bettermann to the Planning Commission.
(A)
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

Ms. Bettermann could not be in attendance. Mayor Pro-tem LaBarre tabled this matter to a later meeting.

- B.** Beautification Award Presentation to Righteous Grounds Coffee Roasters.
(Presenter, Assistant to the City Manager Rob Felts) (A)

Assistant to the City Manager, Rob Felts, introduced Matt Hayes from the Keep Woodland Park Beautiful committee who presented the Beautification Award. The award was presented to Jim and Jesse Huthmaker, from Righteous Grounds coffee shop for all of the improvements they made to their building.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

- A.** Approval of the November 18, 2021 Regular City Council Meeting Minutes.
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq) (A)

City Clerk Leclercq introduced the Council Meeting minutes from the November 18, 2021 City Council Meeting. There was one correction to the minutes. Regarding the appointment of Shawn Nielsen to the Planning Commission, the vote should have been 5-0 not 5-1. City Clerk Leclercq made the correction and the following motion was made.

Motion To approve the November 18, 2022 City Council minutes as amended. Nakai/Zuluaga. Motion carried 5-0.

- B.** Approval of the October 2021 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof, (A)
(Presenter, Finance Director Aaron Vassalotti)

City Clerk Leclercq introduced the approval of the October 2021 Statement of Expenditures. Following questions from the Council, the following motion was made.

Motion: To approve the October 2021 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof. Zuluaga/Case. Motion carried 5-0.

- C.** 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.(A)
(Presenter, Assistant to the City Manager Rob Felts)

The time being 7:28 PM, Councilmember Alfieri joined the Council Meeting via zoom.

Assistant to the City Manger Rob Felts presented the HR Green Professional services Agreement in the amount of \$39, 950 to the Council. Felts introduced John Merritt from HR Green. Councilmembers Neal and Zuluaga had several questions and concerns regarding the contract and shared that they would be uncomfortable voting on the contract this evening. Council decided that Councilmembers Neal and Zuluaga would meet with City Manager Lawson, Rob Felts and HR Green to get their questions answered. Councilmembers Neal and Zuluaga agreed they would submit their questions ahead of time to HR Green so that they would be able to answer them at the meeting.

MOTION: To table the approval of HR Green Professional Services Agreement for the amount of \$35,950 to the January 6, 2022 City Council Meeting. Neal/Case. Motion carried 6-0.

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

None.

7. UNFINISHED BUSINESS

(Public Comment may be heard (1))

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard (1))

None.

9. PUBLIC HEARINGS

(Public comment may be heard (1))

- A.** Approve Ordinance No.1409, Series 2021 for a Conditional Use Permit, Preliminary Plat and Site Plan Review for Tamarac Parc, a multi-family residential development consisting of 55 townhomes and 3 apartment buildings (112 units) on 12.44 acres with a gross density of 13.46 dwelling units / acre on Lots 6 and 7, Tamarac Tech Park Filing No. 5 (adjacent to SH 67 and Tamarac Parkway) in the Multi-Family Residential Urban (MFU) zone as requested by Jack Bestall (Applicant) and Mountain Starr Investments LLC (Property Owner). **(QJ)**
(Presenter, Planning Director Sally Riley)

Planning Director Riley reviewed Ordinance No. 1409 Series 2021 on Public Hearing. Riley reviewed that this is a request by Jack Bestall (Applicant) and Mountain Starr Investments LLC (Property Owner) for a Preliminary Plat, Conditional Use Permit and Site Plan Review for Tamarac Parc, a multi-family residential development consisting of 55 townhomes and 3 apartment buildings (112 units) on 12.44 acres (total of 167 units) with a gross density of 13.46 dwelling units/acre on Lots 6 and 7, Tamarac Tech Park Filing No. 5 (adjacent to SH 67 and Tamarac Parkway) in the Multi-Family Residential Urban (MFU) zone district.

Riley reviewed the following background on the project with the Council. The Tamarac Tech Park land was originally owned by the U.S. Forest Service (USFS), known as the "Spielman Tract". It was acquired by a group of investors, the SageTamarac Company, from the USFS in the early 1980s. During the past 30- years, a series of actions have taken place summarized as follows:

- In 1994, Tamarac Tech Park, Filing No. 2 was recorded as a Teller County subdivision and a small portion of Tamarac Parkway was constructed.
- The first Tech Park development was the construction of Rocky Mountain Motorworks distribution center, now Colorado Springs Christian School.
- On May 20, 1999, this area was annexed into the City (Ordinance No. 809) and zoned Heavy Service Commercial/Light Industrial (HSC/LI) (Ordinance No. 821).
- On May 4, 2006, Tamarac Tech Park Filing No. 3 created five lots. Two of the five lots were sold and developed by Woodland Fitness Center and Rampart Surveys.
- On November 1, 2007, Filing No. 4 created eight lots and a small road extension dedicated to the City.
- In 2009, owners Bob Young and Lawrence Sheerin began a dialogued with staff to replat and rezone a portion of Filing No. 4 to residential. They delayed the rezoning until after the 2010 Comprehensive Plan was completed, which included an additional 400 high priority residential units to the build-out of Woodland Park.
- In 2014, Tamarac Tech Park Filing No. 5 was replatted and rezoned. Lot 6 is 7.0 acres with access at the end of the cul-de-sac. Lot 6 was rezoned to Multi-family Residential Urban (MFU) with a density of nine (9) to 20 units per acre or a maximum of 140 units. Lot 7 is 5.44 acres with access via a 50-foot wide strip of land between the Post Office and Woodland Fitness Center. Lot 7 was rezoned to Multi-family Residential Urban that would allow for nine (9) to 20 units per acre or a maximum of 108. Therefore, a

maximum of 248 units are possible when combining Lots 6 and 7. The Tamarac Parc project proposes a total of 167 units or 81 units less than the maximum density. Currently, the Tamarac Tech Park includes the US Post Office, Christian school, Police Station, Woodland Fitness, Tamarac Business Center, Rampart Surveys, Black Hills Facility, and Village at Tamarac, a small manufactured home development. After Tamarac Parc is developed, only five smaller lots will remain undeveloped.

Riley reviewed the site and characteristics of the area. Riley also shared the following code compliance with the Council.

CODE COMPLIANCE – TITLE 17 SUBDIVISIONS This Preliminary Plat application was reviewed under MC Chapter 17.20 Preliminary Plat of the City of Woodland Park Municipal Code. In italics below are the relevant plat and design standards applicable to this Preliminary Plat application followed by a staff analysis.

Chapter 17.20 Preliminary Plat. MC §17.08.260 defines a preliminary plat as a “map of a proposed subdivision and specified supporting materials, drawn and submitted in accordance with these regulations, to permit the evaluation of the proposal prior to detailed engineering and design.” Chapter 17.20 contains specifications relating to the form and content of a Preliminary Plat.

§17.20.010 Preparation process. Complies. The preliminary plat concept was discussed during pre-application conferences with the applicant, the applicant’s engineer and City Staff. It was determined that the preliminary concept of streets and lots were feasible. The Applicant submitted, and the City accepted, a complete preliminary plat application on October 5, 2021. The application, preliminary plat, and supplemental materials (including the Site Plan and Conditional Use narrative) were distributed to appropriate agencies for their review and their comments are incorporated into this Staff Report and the plan set dated October 29, 2021. The Planning Commission review and public hearing is scheduled for November 10, 2021 and City Council review and public hearing for December 2, 2021.

§17.20.020 – 050. These sections provide details about the preliminary plat hearing process including hearing notices, approval/denial of a preliminary plat, a field trip, and Council review.

§17.20.060 Design and drawing. Complies. The preliminary plat presents a true representation of the subdivision as the applicant intends to record it. The preliminary plat is drawn at a scale of 1” = 30’ and includes, for context, a site plan conceptualizing a feasible utility layout, grading, and public and private improvements (i.e., private roads, building locations, parking areas, recreational amenities, trails open space, etc.).

§17.20.070 – 80 Information & Supplemental Material. Complies. This section is a long list of information required to be contained on the Preliminary Plat and required to be submitted as supplemental information with the application. This preliminary plat is prepared by Colorado Registered Professional Engineer Mike Bramlett (#32314) of J.R. Engineering with offices in Colorado Springs and Fort Collins. All criteria from these sections are shown on the preliminary plat/site plan or has been submitted as supplemental information (including grading, preliminary utilities, landscaping, slope and snow storage, and architectural elevations). The proposal shows approximately 6.5 acres of open space with recreational amenities.

§17.20.090 Approval-Extension. This section states that a preliminary plat approval is valid for twenty-four months with a possible one-year extensions if approved by the Planning Commission.

§17.20.100 Conformance to existing zoning and subdivision regulations. Complies. All final plats and townhouse plats (submitted as one filing or multiple filings) are compared to the approved preliminary plat to ensure substantial conformance. This preliminary plat demonstrates the feasibility of conforming to existing zoning and subdivision regulations. Zoning limitations such as setbacks, heights, and parking requirements are once again evaluated for compliance upon review of the construction drawings for each phase of development.

Chapter 17.40. Design Standards. The design standards contain specifications for a reasonable layout and design of lots, blocks, streets, sidewalks, easements or alleys to ensure an efficient, orderly, well-planned subdivision ready for future construction. Relevant and applicable standards are listed below.

§17.40.010 - Purpose. Complies. The proposed residential development consisting of 55 townhomes and 3 apartment buildings (112 units) is within a MFU zone which allows from nine to twenty dwelling units (DU) per acre. The 12.44-acre, MFU Lots 6 and 7 allow up to 248 DUs, however, the proposal is for only 167 DUs resulting in a density of 13.46 DU/ac. Attached dwelling units are subject to Chapter 17.32 – Condominiums and Townhouses except for rental buildings (i.e., single ownership apartments), on a single lot are all subject to the conditional use criteria in the MFU zone. The layout and design of the subdivision is compatible and harmonizes with the surrounding neighborhood, provides a desirable setting for buildings, makes use of natural contours, protects views, affords privacy, and does not create conflicts with abutting residential, public or commercial land uses.

§17.40.020 - Site consideration. Complies. The land in Lots 6 and 7 is suitable for the subdivision, as proposed. Lots, building envelopes, roadways, driveways, and utilities are arranged on the most developable portion of the site and provide adequate spacing and separation of the apartment buildings and townhomes. It is feasible to construct the townhomes on each lot and meet the maximum 17% driveway slope. Water, sewer, electricity, and natural gas can all be installed. Construction drawings with full engineering details for grading, utilities, drainage and access will be submitted, reviewed and approved by the City Engineer in collaboration with the Fire District, IREA, Black Hills Energy, Century Link and service agencies.

§17.36.020 – Park Capital Fee or Dedication of Parkland. Complies. Tamarac Parc includes 6.5 acres of open space that includes park amenities, playground equipment, exercise equipment, and walking trails. The Parks and Recreation Advisory Board (PRAB) met with the developer to assess the developers design and proposal and consider the park amenities as meeting the parkland dedication requirement for 0.027 acres of park land per residential dwelling unit (i.e., at least 4.59 acres). On October 25, 2021, PRAB recommend that “In consideration of the approximate 6 acres of developed parks and open space planned in the design and the acceptance to allow public access, staff recommends accepting the proposed parks and recreation land with improvements as satisfying the City’s Page 51 of 104 Page 6 of 12 parks dedication requirement and placing a condition on the Final Plat to allow public access in perpetuity.” Motion carried 4-2.

§17.40.040 – 170 Streets, alleys and easements. Complies. Tamarac Parc is proposed as a

private street serving only the residential development and will be maintained by the apartment building owners and Homeowners Association after construction. A minimum 24-foot wide surface with curb and gutter is designed to provide access from three points on Tamarac Parkway and loops through the development. An emergency egress/ingress is also planned to connect to SH67. Eight foot wide easements are added to both sides of the private roadway for utilities. Access is designed to facilitate safe and efficient vehicular and pedestrian movement consistent with and considering local travel patterns and needs. The landscape plan shows a 5-foot wide trail that loops through the open space and surrounds the development.

§17.40.180 - Drainage. Complies. The applicant has submitted a preliminary drainage report for the proposed development that demonstrates a feasible urban drainage system utilizing on-site detention and off-site surface flows. Two detention ponds are planned; one in the north discharging toward the west to Loy Gulch through the Village at Tamarac and a smaller pond in the south discharging to Tamarac Parkway and Lovell Gulch. The Lovell Gulch floodplain slightly encroaches on the southeast corner of Lot 7 which will require obtaining a Flood Hazard Development Permit as conditioned. A final drainage report for review by the City Engineer will be required with the infrastructure Zoning Development Permit prior to installation of any infrastructure. The detention ponds are proposed within a tract and are to be inspected, maintained, and repaired by the apartment buildings' property owner and Homeowner's Association.

§17.40.190-240 – Blocks and Lots. Complies. All lots are reasonably arranged and buildable with adequate provision made for vehicular access from a private drive, parking lots and viable building envelopes. The preliminary plat demonstrates no foreseeable difficulties in securing a zoning and building permit for the three apartment buildings and 55 attached townhomes.

CODE COMPLIANCE – CHAPTER 18.34.053 SITE PLAN REVIEW

The Tamarac Parc site plan is being referred through the public hearing process concurrent with the preliminary plat and conditional use permit public hearing process. The site plan and drawings as submitted contain all of the necessary criteria and information (per MC §18.34.060) to assure compliance with MC §18.34.070 Standards for Site Plan Review. Staff finds that the proposed development:

A. Conforms to the applicable provisions, objectives and policies of all city plans (specifically the newly adopted Envision 2030 Comprehensive Plan and the 2018 Parks, Trails and Open Space Master Plan).

B. Conforms to the applicable provisions, standards, and requirements of all applicable city regulations (specifically MC Title 18 Zoning and MC Title 17 Subdivision).

C. Is designed (and will be constructed and maintained) to adequately accommodate the traffic generated and not unduly increase congestion or traffic on the site and in the vicinity of the site given 1,146 average daily trips per day to and from the site. During the weekday morning peak hour 18 vehicles would enter the site while 57 vehicles would exit. During the weekday evening peak hour 58 vehicles would enter the site while 34 vehicles would exit.

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D. Is designed (and will be constructed and maintained) with appropriate regard to

topography, surface drainage, and soil potentials. There are no natural or manmade hazards, streams, or environmentally significant features identified on the site.

E. Is designed (and will be constructed and maintained), as evidenced by the utility and drainage plans, with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods, and surface water drainage.

F. Is designed (and will be constructed and maintained) to not duly increase the public danger of fire, explosion, and other safety hazards upon the public, and persons residing or working on the site and vicinity.

G. Is designed (and will be constructed and maintained), as evidenced by the architectural drawings, to not unduly diminish or impair but to be compatible with the use and enjoyment of vicinity property.

CODE COMPLIANCE - CONDITIONAL USE PERMIT REVIEW CRITERIA

In the MFU zone district, residential apartment buildings and townhouse buildings are a conditional use. Section 18.57.040.A states: "The standards for conditional use permits are intended only as a minimum necessary for review. An application for a conditional use permit, even though meeting the minimal standards of this chapter and code, may be denied, if it is determined that the development and use is not in the best interest of the city." Section 18.57.040.B of the Code includes the following standards that all conditional uses must demonstrate compliance with (followed in italics by a staff analysis of how the proposed use complies):

1. The proposed development and use shall have a demonstrated direct need to be located at the location proposed and provide adequate mitigation measures to lessen all identified impacts. Staff Analysis: Complies. The project is located on Lots 6 & 7 in the Tamarac Tech Park, Filing No. 5 which are designated for multi-family residential in the City of Woodland Park Comprehensive Plan and rezoned to Multi-Family (MFU) in 2014. The property is buffered from less intense uses by Shining Mountain Golf Course practice range on the north; State Highway 67 on the east which includes a required 25' landscape buffer; that the applicant has increased to 30'; another multi-family parcel on the west; and existing and planned higher intense uses including the Post Office and a planned Neighborhood Commercial center on the south. Multi-family units are needed as a more attainable housing option in Woodland Park.

Impact are mitigated by providing ample parking spaces (293 spaces required and provided), vehicular circulation, cut-off fixtures for site lighting, and negligible noise impacts. Traffic generated by the project has been a part of the long-term planning for the Tamarac Tech Park and the City; including the improvements that are currently being made on SH-67 and the entry to the Tamarac Tech Park; and additional street improvements that will be made at the time of development of Tamarac Park – which include a southbound turn lane at the Tamarac Parkway.

2. The proposed development and use shall not endanger the public health and welfare. Staff Analysis: Complies. The proposed multi-family residential use is located in a horizontal mixed-use area. New apartment buildings and townhomes must comply with all building and fire codes in effect at the time of construction.

3. The proposed development and use shall not substantially injure the value of vicinity properties. Staff Analysis: Complies. The proposed development and use are of a good quality and will add value to the vicinity properties – introducing owner and rental housing with attainable, work-force, primary and secondary homes. In addition, an integrated park and open space system accessible to the Woodland Park community is planned creating greater balance of uses and values in the Tamarac Tech Park.

4. The proposed development and use shall be in harmony with the area in which it is to be located. Staff Analysis: Complies. Significant effort has been made to fit the plan with its surrounding uses by providing quality owner and rental housing in a planned neighborhood with an interconnected open space & trail system. The plan includes conserving the ‘knoll’ feature; introducing playgrounds and exercise facilities, and a trail loop that connects to adjacent properties. The building architecture focuses on a blended palette of colors and materials and each structure is less than 30’ in height; with buildings sited with a side-on orientation along SH67 to reduce a corridor affect and allow for natural and landscaped areas to extend along the highway.

5. The proposed development and use shall conform to the provisions, objectives, and policies of all city plans adopted and in effect at the time of application, including but not limited to growth management, transportation, utilities, capital improvements, and downtown redevelopment. Staff Analysis: Complies. The proposed development plan complies with numerous policies, goals, and objectives of the recently adopted Envision 2030 Comprehensive Plan: it provides attainable housing, planned growth at a lesser density than allowed, optimum travel patterns, feasible utilities for water and sewer service, stormwater facilities and parks, and trails and open space amenities.

6. The proposed development and use shall conform to the provisions, standards and requirements of all city regulations, adopted and in effect at the time of application, including but not limited to zoning, subdivision, utilities, buildings and construction, business regulations and engineering specifications. Staff Analysis: Complies as conditioned. The Site Plan is compliant with applicable City of Woodland Park’s currently adopted regulations – including its zoning, subdivision, utility, building and engineering specifications.

7. The proposed development and use shall be designed, constructed and maintained to accommodate the on-site and off-site traffic generated. Staff Analysis: Complies. The applicant submitted, and staff accepted, the trip generation letter prepared by LSC Transportation Consultants, Inc. for the Tamarac Parc (dated October 28, 2021). The property is accessible to vehicles and pedestrians with daily access from Tamarac Parkway by way of an access easement between the Post Office and Woodland Fitness Center and an access easement north of the office building from the cul-de-sac. The traffic study indicates that the level of service at key intersections will be satisfactory and complies with current SH-67 improvements being implemented by the City of Woodland Park.

8. The proposed development and use shall be designed, constructed and maintained with appropriate regard to topography, surface drainage, soil potentials, natural and man-made hazards, streams and environmentally significant features. Page 54 of 104 Page 9 of 12 Staff Analysis: Complies. The development plan has been prepared with care to minimize impacts to existing topography – conserving unique features where feasible. Surface drainage is handled with two detention ponds sited to reduce impacts and enhance onsite open space.

9. The proposed development and use shall be designed, constructed, and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods, and surface water drainage. Staff Analysis: Complies as conditioned. The proposed development will be served by municipal water and wastewater. Sufficient water has been allocated for the multi-family use on this property by the City; and the wastewater and stormwater system comply with City engineering standards.

10. The proposed development and use shall be designed, constructed and maintained to not unduly increase the public danger of fire, explosion and other safety hazards upon the public, and persons residing or working on the site and vicinity. Staff Analysis: Complies. Wildfire danger will be reduced with the thinning of the forest and understory on the property as part of the development process. There will be no additional safety hazards, such as, toxic or explosive materials introduced into the area by the development. The project will also include fire suppression systems and fire-retardant materials incorporated into the construction of the Lodge apartments; and the project's water system will include fire hydrants. In addition, an emergency vehicle access (EVA) is planned to provide emergency access to and from SH-67.

11. The development and use may be required to provide architectural design schemes and may also require amenities such as, but not limited to, fencing, landscaping, buffer areas, and other aesthetic enhancement measures, as required by the city council. (Ord. 589-1993 § 6(part), 1993) Staff Analysis: Complies. The development's architectural character was conceived to provide a carefully scaled mountain theme with no structures over 30' in height. A mix of three residential types is planned in the project. Knoll & Meadow Townhomes: 55 townhomes in 12 buildings are designated in two types of building types around the knoll and in the meadow areas. The Knoll townhomes consist of walkout and walk-up units sited to fit around the knoll at the south entrance of the project – conserving the knoll as natural open space and maintaining its presence from the view from the highway. The Meadow townhomes are located in the more gradual sloping areas north of the Knoll. Each of the units has a one or two car garage and driveway to utilize for onsite parking meeting the 2-car/unit parking standard of the city. The townhome floor plans range from 1,100sf to 2,200sf in area.

Lodge Apartments. There are 112 one and two bedroom flats in 3 buildings with a mountain lodge character in the northern part of the development, accessed from Park Place. The two and three-story structures are no more than 30' in height, conforming to the City of Woodland Park height standard. The two-story lodge building has been placed in a side-on configuration along the highway to reduce its presence in the view from the road and will have access to the trail planned to be developed along the highway. A 25' open space & fence buffer is planned from the SH 67 right of way. However, the closest lodge and townhome building are setback 31.5' from the edge of the SH 67 right of way. Park Place is planned as a private roadway as are all driveways and will be maintained by the project's HOA. The apartment unit floor plans range from 620sf to 750sf in area.

Riley reviewed that the Public Notice process included the posting of seven on site posters along the perimeter of the site. Staff received only one written comment. Riley also reviewed that the application was referred to various City departments and external agencies and service providers (including IREA, NETCFPD, Black Hills, CDOT, Century Link, and TDS Telecom). Comments received have been incorporated into the conditions of approval and copies of all referral responses are attached to this staff report. The Preliminary Plat proposes several private open space tracts that will be owned and maintained by the Homeowners

Association. The Parks & Recreation Advisory Board reviewed the preliminary plat on October 25, 2021 and recommended that the City accept the park land dedication (consisting of approximately 6 acres of developed parks and open space planned in the design) and acceptance to allow public access.

Riley noted that the Planning Commission held a public hearing on Wednesday, November 10 and voted 4-1 to recommend approval of the proposal. Commissioner Brown objected to the Parks Dedication, expressing that accepting private land and facilities did not meet the letter of law, and he would prefer fees in lieu of land to be collected.

Riley shared the following recommendation.

THAT, based on the findings in this staff report and as presented at public hearing, the Planning Commission recommends that City Council approve the request for the Tamarac Parc Preliminary Plat (SPR 2021-08) and Conditional Use/Site Plan Review (CUP/SUB2021-04) to develop a multi-family residential project of 55 townhouses and 3 apartment buildings with a total of 167 units on 12.44 acres with a legal description of Lots 6 and 7, Tamarac Tech Park Filing No. 5 in the MFU zone district, subject to the following conditions:

1. Prior to recording of any future Final Plats and Townhome Plats:
 - a. There shall be inserted on each such plat a statement in a form satisfactory to the City to allow the general public access and use of the development's parks, open space, trails and recreational amenities and calling for maintenance of said facilities in perpetuity;
 - b. The covenants for the subdivision, including the establishment of a Homeowner's Association and documents of the allocation of responsibilities for common areas between the Homeowners Association and the apartment building owner(s) shall be reviewed and deemed acceptable by the City;
2. Prior to installation of any infrastructure, the applicant shall submit and receive approval of a Zoning Development Permit for infrastructure showing compliance with all zoning and engineering standards and which shall include:
 - a. Final Site Plan showing fencing details for open space, and final location and specifications of gazebo, playground and exercise equipment consistent with the preliminary plat;
 - b. Final utility plan with profiles for all water, stormwater systems; sanitary sewer profile for the sewer main and service lines; a fire flow analysis for all water main line extensions; a. Final grading and erosion control plan for the disturbed area;
 - c. Final street plan with profiles, curb and gutter, trails, etc.;
 - d. Final drainage plan and report;
 - e. State Stormwater Management Plan;
 - f. All applicable development impact fees; and
 - g. Approval of Flood Hazard Development Permit.

3. Prior to construction of the apartment buildings and townhomes, the developer/owner shall request multi-family water tap approval by the City Council from the multi-family water tap bank prior in accordance with §13.27.050. B. of the Municipal Code.

4. The City shall collect Transportation Capital Fees at the rate applicable at the time of issuance of a Zoning Development Permit/Building Permit to off-set the City's costs to make improvements to SH67 and in accordance with the CDOT Access Permit No. 220127. The Emergency Access to/from SH67 shall be designed and constructed at the developer's expense in accordance with CDOT requirements and prior to the issuance of the first apartment building's certificate of occupancy.

Riley introduced Jack Bestall, Bestall Collaborative limited who was available for questions regarding the project.

Following questions from the Council Mayor Pro-tem LaBarre opened up the Public Comment portion of the Public Hearing.

Matt McVicker asked questions regarding public parking.

David Banker shared that he felt the project was very nice but had concerns regarding transportation capital fees that he and his company had to pay for a project prior to this one. Mayor Pro-tem shared with Mr. Banker that she understood his concern but it wasn't relevant to approval of this project this evening. LaBarre suggested that Banker visit with the City Manager regarding his concern.

Joe Fury shared that he lives nearby to the project and was concerned regarding lighting.

Following no further Public Comment from the Public Mayor Pro-tem LaBarre closed the Public Hearing and the following motion was made.

MOTION: Approve Ordinance No. 1409, Series 2021 granting a conditional use permit, preliminary plat and site plan review for "18.09.090.N.4 Multi-Family Dwelling Units and 18.09090.N.5 Apartment Buildings on a single lot" use located on Tamarac Parkway with a Legal Description of Lots 6 and 7, Tamarac Tech Park Filing No. 5 within the Multi-Family Residential Urban Zone District. Zuluaga/Case. Motion carried 6-0.

- B.** Approve Ordinance No. 1407, Series 2021, an Ordinance Appropriating Sums of Money to the Various Funds, in the amounts and for the purpose as set forth below, for the City of Woodland Park, Colorado for the 2022 Budget Year for General Fund (100) (A)
(Presenter Finance Director Aaron Vassalotti)

Finance Director Aaron Vassalotti reviewed Ordinance No. 1407, Series 2021 with the Council. Councilmember Zuluaga felt the budget was well done and was a good budget. He shared that he would like to see us pay-off one of our debts and would like to give some of the surplus back to the people. Zuluaga shared that the City has done well but feels that the citizens haven't done so well.

There being no Public Comment public comment, the following motion was made.

MOTION: To approve Ordinance No. 1407, Series 2021, an Ordinance appropriating the sums of money to the various funds, in the amounts and for the purpose as set forth below, for the City of Woodland Park, Colorado for the 2022 Budget Year for General Fund (100). Case/Nakai. Motion carried. 5 -1 with Alfieri voting no.

- C.** Approve Ordinance No. 1408, Series 2021 an Ordinance Appropriating Sums of Money to the Various Funds, In the Amounts and for the purpose as set forth below, for the City of Woodland Park, Colorado for the 2022 Budget Year for all funds except the General Fund (100). (A)
(Presenter Finance Director Aaron Vassalotti)

Finance Director Aaron Vassalotti reviewed Ordinance No. 1408, Series 2021 with the Council. There being no Council discussion or Public Comment, the following motion was made.

MOTION: To approve Ordinance No. 1408, Series 2021, an Ordinance Appropriating Sums of Money to the Various Funds, in the amounts and for the purpose as set forth fellow, for the City of Woodland Park, Colorado for the 2022 Budget Year for all funds except the General Fund (100). Nakai/Neal. Motion carried 4-2 with Alfieri and Zuluaga voting no.

City Manager Lawson and Finance Director Vassalotti thanked the Council for approving the Budget and the Staff for all of their hard work.

10. NEW BUSINESS

(Public comment may be heard (1))

- A.** Approve Resolution No. 883, Series 2021 certifying the mill levy for the 2022 Budget year.(A)
(Presenter, Finance Director, Aaron Vassalotti)

Finance Director Vassalotti shared Resolution No. 883, Series 2021 certifying the mill levy for the 2022 Budget year. Councilmember Zuluaga shared that he would like to see the Mill Levy reduced. Councilmember Neil shared that he too would like to visit the possibility of reducing the mill-levy next year. Councilmember Case shared that she would support the discussion with all the taxing entities once the life of the DDA is complete and all the revenues are returned to the taxing entities. Colouncilmember Alfieri shared that she feels it is feasible to drop the mill levy right now and that it is the right thing to do. Alfieri shared that the City has unexpected revenue this year with record sales tax, higher property tax and that it should be done now. Case shared that the reduction of the mill levy requires analysis.

MOTION: To approve Resolution NO. 883, Series 2021 certifying the mill levy for the 2022 Budget Year. Neal/Case. Motion carried 4-2 with Alfieri and Zuluaga voting no.

11. REPORTS

(Public comment not necessary)

- A.** Mayor's Report

Mayor Pro-tem LaBarre shared the events for the upcoming weeks and wished everyone Happy Holidays.

- B.** Council Reports

Councilmember Case - no report.

Councilmember Nakai - shared updates on Main Street and the upcoming parade. Nakai also shared an update from the Charter Review Committee.

Councilmember Neal - no report.

Councilmember Zuluaga - shared an update on PPACG and an upcoming retreat they will be having.

Councilmember Alfieri - no report.

C. City Attorney's Report

No report.

D. City Manager's Report

City Manager Lawson shared that this evening was Planning Director Sally Riley's last meeting. Lawson shared that Riley would be retiring at the end of the month. Lawson shared that a celebration for Riley's retirement would take place prior to the City Council's meeting on January 20. Lawson introduced via zoom the new Planning Director, Karen Schminke.

City Clerk Leclercq shared that the City would be holding a Municipal Election on April 5, 2022. Leclercq shared that the citizens would be electing four Council positions and a Mayor. Leclercq shared that the City would be hosting a Candidate Information Session on December 15, from 6:30 PM to 8:00 PM in the Council Chambers.

12. ADJOURNMENT

Following the City Council wishing the staff and citizens a Happy Holiday season, Mayor Pro-tem LaBarre adjourned the meeting at 10:04 PM.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2021

Hilary LaBarre, Mayor Pro-tem



City of Woodland Park

January 6, 2022 at 7:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Mayor Pro-tem LaBarre called the City Council meeting to order at 7:05 PM. The following Councilmembers were in attendance: Mayor Pro-tem LaBarre, Councilmember Alfieri, Councilmember Case, Councilmember Neal, Councilmember Zuluaga and Councilmember Nakai appeared via zoom.

The following staff members were in attendance: City Manager Lawson, Deputy City Manager/City Clerk Suzanne Leclercq, Communications and Marketing Coordinator Grace Johnson, Assistant to the City Manager Rob Felts, Planning Director Karen Schminke, Deputy City Manager/Director Operations Kip Wiley and Deputy Chief Rodney Gehrett.

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)

City Clerk Leclercq introduced the appointments to the various Boards and Committees, starting with the Planning Commission. Leclercq reviewed that the Planning Commission currently has three vacancies that expire on January 1, 2025 and two vacancies that expire on January 1, 2024 available for appointment. Leclercq reviewed that she received applications from incumbents Lee Brown and Ken Hartsfield. Leclercq also reviewed that she received applications from DeAnn Betterman and Kenneth Kennedy. After interviews by Council the following motions were made.

Motion: Appoint Lee Brown to the Planning Commission for the term ending 1/1/2025. Alfieri/Case. Motion carried 6-0.

Motion: Appoint DeAnn Betterman to the Planning Commission for the term ending 1/1/2025. Alfieri/Zuluaga. Motion failed 2-4 with Case, LaBarre, Nakai and Neal voting no.

Motion: Appoint Kenneth Kennedy to the Planning Commission for the term ending 1/1/2025. Alfieri/Nakai. Motion carried 5-1 with LaBarre voting no. Following the vote, LaBarre shared that she meant to vote yes.

Motion: Appoint Ken Hartsfield to the Planning Commission for the term ending 1/1/2025. Case/Neal. Motion carried 5-1 with Alfieri voting no.

Motion: Appoint DeAnn Betterman to the Planning Commission for the term ending 1/1/2024. Motion failed as a result of a tie with Neal, Case and Nakai voting no.

City Clerk verified for the record that Brown, Kennedy and Hartsfield had all been appointed to the Planning Commission for the terms expiring on 1/1/2025.

City Clerk Leclercq shared with Council that no applications had been received for the Board of Review.

City Clerk Leclercq shared that the applicants for the Historical Preservation Committee appointments were not in the audience nor appearing via zoom. Council decided to table these appointments to the next Council Meeting.

- B.** Clarification on funds set aside for Keep Woodland Park Beautiful.
(Presenter Claudia Miller, Keep Woodland Park Committee)

Claudia Miller shared a presentation with the Council on projects that she worked on with the Junior Wildlife Ambassadors from Columbine Elementary School. After Miller's presentation, the Council decided to allocate \$200 of the \$500 Miller was requesting for this project. The Council shared that the monies that were allocated for the Drive Smart for Deer were not expended and would not be reimbursed.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

At this time, Mayor Pro-tem LaBarre shared that the Council would be signing and sending letters to the Cities of Superior, Louisville and Boulder County to show their support for all of the devastation and loss suffered by the recent wildfires on December 30, 2022.

Councilmember Neal shared that he and Councilmember Nakai wanted to add to the agenda the appointment of Mayor Pro-tem LaBarre to Mayor. Council asked that this be addressed at the January 20th, 2022 Council Meeting and Council agreed. City Clerk Leclercq reported that she would add this as an agenda item for that meeting.

5. CONSENT CALENDAR

- A.** Approval of the December 2, 2021 Regular Council Meeting Minutes.
(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

The approval of the December 2, 2021 minutes was tabled until the January 20, 2022 City Council Meeting.

- 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)

The approval of the contract from HR Green was tabled to the January 20, 2022 Council meeting.

- 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)

Motion: To approve 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. Zuluaga/Alfieri. Motion carried 6-0.

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)

Motion: To approve 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. Case/LaBarre. Motion carried 5-1. Zuluaga voting no.

- 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)

Motion: To 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. Neal/Case. Motion carried 4-2. Alfieri and Zuluaga voting no.

- 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)

Motion: To 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. Neal/Case. Motion carried. 6-0.

- 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)

Motion: To 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. Neal/Nakai. Motion carried. 6-0.

- 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)

Motion: To 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. Neal/Case. Motion carried 4-2 with Alfieri and Zuluaga voting no.

- 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)

Motion: To 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. Neal/Case. Motion carried 4-2 with Alfieri and Zuluaga voting no.

- 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)

Motion: To 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. Neal/Alfieri. Motion carried 6-0.

9. PUBLIC HEARINGS

(Public comment may be heard (1))

None

10. NEW BUSINESS

(Public comment may be heard (1))

None

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Pro-tem LaBarre shared that the recycling Christmas tree event is taking place until January 17 and that citizens could drop off their live Christmas trees in the dumpster behind City Hall.

B. Council Reports

Councilmember Nakai thanked City Attorneys Geoff and Elliott for all of their hard work on the ordinances for the Charter Amendments.

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)

City Clerk Leclercq shared that the petition process has started for the April 5, 2022 Municipal Election. To date, Leclercq shared that she has distributed 6 petitions.

12. ADJOURNMENT

Mayor Pro-tem LaBarre adjourned the meeting at 9:09 PM.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2021

Hilary LaBarre, Mayor Pro-tem



City of Woodland Park Staff Report for City Council

Meeting Date: January 20, 2022

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

ITEM:

November 2021 Statement of Expenditures

BACKGROUND:

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

DISCUSSION:

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

Summary

November 2021		
Accounts Payable Checks		369,038.79
Payroll Checks		394,941.83
Vectra Visa credit card EFT		14,011.09
CEBT		66,933.59
2015 COP Debt Service		213,150.00
2015 General Fund Bonds		554,018.75
2015 Principal CWRPDA		44,669.34
Total		1,656,763.39

The Elected Officials expenditures for November 2021 are attached as a separate report.

STAFF RECOMMENDATION:

Approve November 2021 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

City of Woodland Park
Year End Payment Register

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
112950	CHK	A	ACZ LABORATORIES, INC. Compost Testing	3111 69746	1	270.00 270.00	0.00 0.00	270.00 270.00	11/04/2021		42421
112951	CHK	A	BRIAN E. BUNDY ACCT. SUPPORT SERVICES	5208 10312021	1	420.00 420.00	0.00 0.00	420.00 420.00	11/04/2021		42421
112952	CHK	A	CAPITAL ONE, N.A. 09/21-10/21 CHARGES	5298 10192021	1	521.83 521.83	0.00 0.00	521.83 521.83	11/04/2021		42421
112953	CHK	A	CENTURYLINK 10/2021 CHARGES 10/2021 CHARGES	4342 10252021 10252021	2	397.80 397.80 397.80	0.00 0.00 0.00	397.80 260.42 137.38	11/04/2021		42421
112954	CHK	A	CHAD MILDBRANDT BARTENDING - UPCC	5159 11012021	1	90.00 90.00	0.00 0.00	90.00 90.00	11/04/2021		42421
112955	CHK	A	CINTAS CORPORATION NO 2 UNIFORMS - FLEET Uniforms- Fleet	4977 4099567246 4100253765	2	136.90 68.45 68.45	0.00 0.00 0.00	136.90 68.45 68.45	11/04/2021		42421
112956	CHK	A	CINTAS FIRE PROTECTION Alarm System Inspection	3604 0F47049711	1	125.00 125.00	0.00 0.00	125.00 125.00	11/04/2021		42421
112957	CHK	A	CORE & MAIN LP METER SETTER - F/S 2021 STOCK	4980 P445766 P541372	2	3,900.66 3,554.00 346.66	0.00 0.00 0.00	3,900.66 3,554.00 346.66	11/04/2021		42421
112958	CHK	A	DELL MARKETING L.P. Computers	1192 10502836629	1	5,602.20 5,602.20	0.00 0.00	5,602.20 5,602.20	11/04/2021		42421
112959	CHK	A	EMPLOYERS COUNCIL SERVICES, IN Background Checks	5099 0000392511	1	85.00 85.00	0.00 0.00	85.00 85.00	11/04/2021		42421
112960	CHK	A	ENGER, JANE INSTRUCTOR - P&R	3876 10282021	1	141.75 141.75	0.00 0.00	141.75 141.75	11/04/2021		42421
112961	CHK	A	FALCON ENVIRONMENT CORP. REPAIR KIT	1741 8902	1	1,201.43 1,201.43	0.00 0.00	1,201.43 1,201.43	11/04/2021		42421
112962	CHK	A	GLASER STEEL #48 STEEL PARTS	2440 79096	1	176.32 176.32	0.00 0.00	176.32 176.32	11/04/2021		42421
112963	CHK	A	HACH COMPANY PARTS - WTP LAB SUPPLIES - WTP	291 12681684 12691045	2	950.16 63.45 886.71	0.00 0.00 0.00	950.16 63.45 886.71	11/04/2021		42421
112964	CHK	A	LAWSON PRODUCTS, INC. CLEANING SUPPLIES - B&G Supplies- ST	2935 9308885141 9308897888	2	242.64 57.76 184.88	0.00 0.00 0.00	242.64 57.76 184.88	11/04/2021		42421
112965	CHK	A	MCCANDLESS TRUCK CENTER LLC Repair #41	2792 P103085760:01	1	72.75 72.75	0.00 0.00	72.75 72.75	11/04/2021		42421
112966	CHK	A	MEBULBS LIGHT FIXTURES-PW BLDG	3794 36531245-01	1	2,410.83 2,410.83	0.00 0.00	2,410.83 2,410.83	11/04/2021		42421

City of Woodland Park
Year End Payment Register

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
112967	CHK	A	JENNIFER LEHTINEN	1	1	89.90	0.00	89.90	11/04/2021		42421
			REIMB. HALLOWEEN PALOOZA	11012021		89.90	0.00	89.90			
112968	CHK	A	DAVID MIJARES	1	1	322.00	0.00	322.00	11/04/2021		42421
			REFUND ZDP APPLICATION	11012021A		322.00	0.00	322.00			
112969	CHK	A	BRADY WARNER	1	1	292.89	0.00	292.89	11/04/2021		42421
			REIMBURSEMENT	11012021B		292.89	0.00	292.89			
112970	CHK	A	JOHN W. RATCLIFF	1	1	19,500.00	0.00	19,500.00	11/04/2021		42421
			PARTIAL ESCROW REFUND	11012021C		19,500.00	0.00	19,500.00			
112971	CHK	A	PETER TRELOAR	1	1	56.81	0.00	56.81	11/04/2021		42421
			Sales Tax Refund	11022021		56.81	0.00	56.81			
112972	CHK	A	JENNIFER JOHNSTON	1	1	58.41	0.00	58.41	11/04/2021		42421
			UTILITY REFUND	1494.02		58.41	0.00	58.41			
112973	CHK	A	LEVI BATES	1	1	101.19	0.00	101.19	11/04/2021		42421
			UTILITY REFUND	3819.08		101.19	0.00	101.19			
112974	CHK	A	DDR-33 INC	1	1	109.73	0.00	109.73	11/04/2021		42421
			UTILITY DEPOSIT REFUND	6044.01		109.73	0.00	109.73			
112975	CHK	A	MUNIREVS INC	5196	1	2,120.50	0.00	2,120.50	11/04/2021		42421
			11/2021 VRBO Monitoring	6379		2,120.50	0.00	2,120.50			
112976	CHK	A	PEAK VIEW ROOFING LLC	5324	1	1,683.00	0.00	1,683.00	11/04/2021		42421
			METAL ROOF REPAIR - UPCC	98664		1,683.00	0.00	1,683.00			
112977	CHK	A	PERKINS MOTOR CITY DODGE	2354	1	26.75	0.00	26.75	11/04/2021		42421
			#74 REPAIR	479730CHW		26.75	0.00	26.75			
112978	CHK	A	PIONEER SAND CO INC	512	1	431.26	0.00	431.26	11/04/2021		42421
			TOP SOIL - B&G	PSI1625664		431.26	0.00	431.26			
112979	CHK	A	PRIORITY RESEARCH	4392	1	53.40	0.00	53.40	11/04/2021		42421
			BACKGROUND CHECKS	911002		53.40	0.00	53.40			
112980	CHK	A	SCHUMACHER'S	561	1	92.00	0.00	92.00	11/04/2021		42421
			#48 - REPAIR	70409		92.00	0.00	92.00			
112981	CHK	A	SCOTT WILLIAMS	5320	1	41.25	0.00	41.25	11/04/2021		42421
			INSTRUCTOR - P&R	11022021		41.25	0.00	41.25			
112982	CHK	A	SGS ACCUTEST INC.	4859	1	409.50	0.00	409.50	11/04/2021		42421
			10/2021 Water Quality Test	52160130514		409.50	0.00	409.50			
112983	CHK	A	TREATMENT TECH, INC.	1494	1	805.00	0.00	805.00	11/04/2021		42421
			SODA ASH - WTP	185322		805.00	0.00	805.00			
112984	CHK	A	UNITED REPROGRAPHIC SUPPLY	4285	1	98.00	0.00	98.00	11/04/2021		42421
			11/21 Format Printer Agreement	3503702		98.00	0.00	98.00			
112985	CHK	A	WESTWOOD LAKES WATER DISTRICT	679	1	193.50	0.00	193.50	11/04/2021		42421
			09/15-10/15 WELLFIELD	10212021		193.50	0.00	193.50			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
112986	CHK	A	WILSON WILLIAMS LLP	5287	1	11,679.07	0.00	11,679.07	11/04/2021		42421
			10/2021 Legal Fees	046		11,679.07	0.00	11,679.07			
112987	CHK	A	ZEP SALES & SERVICE	705	1	211.50	0.00	211.50	11/04/2021		42421
			Cleaning Supplies -Fleet	9006799284		211.50	0.00	211.50			
66	EFT	A	WEX BANK	5187	1	17,486.55	0.00	17,486.55	11/09/2021	HP	42496
			WEX Sept-Oct 2021	75519072-7472632017		17,486.55	0.00	17,486.55			
112991	CHK	A	BADGER METER INC	4278	3	27,876.21	0.00	27,876.21	11/12/2021		42434
			Lucky Lady Meters- SCADA	1465067		6,590.00	0.00	6,590.00			
			CELLULAR LTE SERVICE UNIT	1466294		20,050.00	0.00	20,050.00			
			CELLULAR LET SERVICE	80084278		1,236.21	0.00	1,236.21			
112992	CHK	A	BIRCHAM'S	75	1	905.48	0.00	905.48	11/12/2021		42434
			10/2021	336034		905.48	0.00	905.48			
112993	CHK	A	BLAZER ELECTRIC SUPPLY OF COLO	4830	1	475.00	0.00	475.00	11/12/2021		42434
			SUPPLIES - B&G	S002205414.001		475.00	0.00	475.00			
112994	CHK	A	CORE ELECTRIC COOPERATIVE	5316	3	8,827.24	0.00	8,827.24	11/12/2021		42434
			09/2021-10/2021 CHARGES	11022021A		8,827.24	0.00	667.07			
			09/2021-10/2021 CHARGES	11022021A		8,827.24	0.00	42.34			
			09/2021-10/2021 CHARGES	11022021A		8,827.24	0.00	8,117.83			
112995	CHK	A	GAZETTE, THE	276	1	165.44	0.00	165.44	11/12/2021		42434
			LEGAL NOTICE	10312021		165.44	0.00	165.44			
112996	CHK	A	HOME DEPOT CREDIT SERVICES	1758	1	266.30	0.00	266.30	11/12/2021		42434
			09/21-10/21 CHARGES	10292021		266.30	0.00	266.30			
112997	CHK	A	IMAGE BEARERS CLEANING LLC	5082	1	3,853.00	0.00	3,853.00	11/12/2021		42434
			10/2021 CLEANING CONTRACT	2950		3,853.00	0.00	3,853.00			
112998	CHK	A	JOHNSON CONTROLS SECURITY SOLU	5259	1	1,464.18	0.00	1,464.18	11/12/2021		42434
			CARDS FOR DOOR SECURITY	36422460		1,464.18	0.00	1,464.18			
112999	CHK	A	JOY L. CARNAHAN	5186	1	525.00	0.00	525.00	11/12/2021		42434
			COURT APPOINTED COUNSEL	1192021		525.00	0.00	525.00			
113000	CHK	A	KROGER-KING SOOPERS CUST CHGS	145	1	90.46	0.00	90.46	11/12/2021		42434
			10/2021 CHARGES	11092021		90.46	0.00	90.46			
113001	CHK	A	MACDOUGALL & WOLDRIDGE, PC	1228	1	544.00	0.00	544.00	11/12/2021		42434
			PROFESSIONAL FEES	162192		544.00	0.00	544.00			
113002	CHK	A	ANDERSEN ENTERPRISES, INC	1	1	75.00	0.00	75.00	11/12/2021		42434
			ZDP FEE #202109274	11032021		75.00	0.00	75.00			
113003	CHK	A	CRAIG'S POWER EQUIPMENT LLC	1	1	17.60	0.00	17.60	11/12/2021		42434
			#86 PARTS	148116		17.60	0.00	17.60			
113004	CHK	A	AMERICAN CRAFTSMAN HOMES	1	3	27.65	0.00	27.65	11/12/2021		42434
			UTILITY REFUND	6088.01		27.65	0.00	1.17-			
			UTILITY REFUND	6088.01		27.65	0.00	26.87			
			UTILITY REFUND	6088.01		27.65	0.00	1.95			

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
113005	CHK	A	MISSION COMMUNICATIONS, LLC	4748	1	1,318.20	0.00	1,318.20	11/12/2021		42434
			ANNUAL SERVICE - WWTP	1056775		1,318.20	0.00	1,318.20			
113006	CHK	A	MUNICIPAL TREATMENT EQUIPMENT	451	1	5,626.10	0.00	5,626.10	11/12/2021		42434
			Chemical Feed Pump	21102		5,626.10	0.00	5,626.10			
113007	CHK	A	MUTUAL OF OMAHA INSURANCE COMP	5128	1	2,723.01	0.00	2,723.01	11/12/2021		42434
			11/2021 COVERAGE	001268342643		2,723.01	0.00	2,723.01			
113008	CHK	A	NAPA AUTO PARTS	2048	2	634.72	0.00	634.72	11/12/2021		42434
			11/2021 CHARGES	10302021		634.72	0.00	630.29			
			11/2021 CHARGES	10302021		634.72	0.00	4.43			
113009	CHK	A	O'REILLY AUTOMOTIVE STORES, IN	4531	1	262.55	0.00	262.55	11/12/2021		42434
			10/2021 CHARGES	10282021		262.55	0.00	262.55			
113010	CHK	A	PIKES PEAK REGIONAL BUILDING D	4647	1	835.31	0.00	835.31	11/12/2021		42434
			10/2021 PLAN FEES	11012021		835.31	0.00	835.31			
113011	CHK	A	PITNEY BOWES GLOBAL FINANCIAL	2479	1	90.00	0.00	90.00	11/12/2021		42434
			11/2021 POSTAGE METER LEASE	3314547639		90.00	0.00	90.00			
113012	CHK	A	QUALITY DESIGN, LLC	4921	1	1,500.00	0.00	1,500.00	11/12/2021		42434
			INTERPRETIVE SIGNAGE	11082021		1,500.00	0.00	1,500.00			
113013	CHK	A	RAMPART SUPPLY, INC.	528	1	71.16	0.00	71.16	11/12/2021		42434
			SUPPLIES - B&G	2679325-00		71.16	0.00	71.16			
113014	CHK	A	REBECCA ALLEN	5329	1	420.00	0.00	420.00	11/12/2021		42434
			DDA ADMIN ASST.09/2021-11/2021	11012021		420.00	0.00	420.00			
113015	CHK	A	TELLER COUNTY WASTE	4158	1	250.00	0.00	250.00	11/12/2021		42434
			11/2021 PORTABLE RESTROOMS	20659		250.00	0.00	250.00			
113016	CHK	A	TRACTOR SUPPLY COMPANY	4753	1	121.95	0.00	121.95	11/12/2021		42434
			10/2021 CHARGES	10292021		121.95	0.00	121.95			
113017	CHK	A	UNCC UTILITY NOTIFICATION CNTR	2012	2	264.00	0.00	264.00	11/12/2021		42434
			UTILITY LOCATES	221101558		264.00	0.00	171.60			
			UTILITY LOCATES	221101558		264.00	0.00	92.40			
113018	CHK	A	VERIZON	3856	5	2,557.41	0.00	2,557.41	11/12/2021		42434
			10/2021 CHARGES	9891524169		2,557.41	0.00	198.59			
			10/2021 CHARGES	9891524169		2,557.41	0.00	1,856.09			
			10/2021 CHARGES	9891524169		2,557.41	0.00	224.68			
			10/2021 CHARGES	9891524169		2,557.41	0.00	82.30			
			10/2021 CHARGES	9891524169		2,557.41	0.00	195.75			
113019	CHK	A	WIRELESS WATCHDOGS, LLC	5102	1	280.00	0.00	280.00	11/12/2021		42434
			10/2021 MAINTENANCE	IN0088908		280.00	0.00	280.00			
113020	CHK	A	WOODLAND HARDWARE & RENTAL	2739	2	351.38	0.00	351.38	11/12/2021		42434
			10/2021 CHARGES	10312021		351.38	0.00	241.35			
			10/2021 CHARGES	10312021		351.38	0.00	110.03			
113021	CHK	A	A.C. CONCRETE & MATERIALS	3595	1	4,800.00	0.00	4,800.00	11/18/2021		42442

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			LAZY RIVER REPAIR	AC-1891		4,800.00	0.00	4,800.00			
113022	CHK	A	AT&T MOBILITY LLC	5118	1	82.02	0.00	82.02	11/18/2021		42442
			AT&T PHONES	87290137930X10282021		82.02	0.00	82.02			
113023	CHK	A	BRIAN E. BUNDY	5208	1	945.00	0.00	945.00	11/18/2021		42442
			ACCT. SUPPORT SERVICES	11142021		945.00	0.00	945.00			
113024	CHK	A	CASELLE INC	2356	2	498.00	0.00	498.00	11/18/2021		42442
			12/2021 CONTRACT	112982		498.00	0.00	323.70			
			12/2021 CONTRACT	112982		498.00	0.00	174.30			
113025	CHK	A	CINTAS CORPORATION NO 2	4977	1	68.45	0.00	68.45	11/18/2021		42442
			UNIFORMS - FLEET	4100873437		68.45	0.00	68.45			
113026	CHK	A	CML COLORADO MUNICIPAL LEAGUE	172	1	6,592.00	0.00	6,592.00	11/18/2021		42442
			01/22-12/22 MEMBERSHIP DUES	3620-2022		6,592.00	0.00	6,592.00			
113027	CHK	A	CORE ELECTRIC COOPERATIVE	5316	3	16,530.10	0.00	16,530.10	11/18/2021		42442
			10/2021 ELECTRICAL CHARGES	11092021B		16,530.10	0.00	7,851.37			
			10/2021 ELECTRICAL CHARGES	11092021B		16,530.10	0.00	3,235.88			
			10/2021 ELECTRICAL CHARGES	11092021B		16,530.10	0.00	5,442.85			
113028	CHK	A	DEEP ROCK	5263	1	97.80	0.00	97.80	11/18/2021		42442
			WATER SYSTEM - WPPD	21072370103021		97.80	0.00	97.80			
113029	CHK	A	DOCUMART COPIES & PRINTING	3252	3	165.00	0.00	165.00	11/18/2021		42442
			BUSINESS CARDS - COLLINS	368062		55.00	0.00	55.00			
			BUS. CARDS - WPPD	368086		55.00	0.00	55.00			
			BUSINESS CARDS - TROEGER	368225		55.00	0.00	55.00			
113030	CHK	A	EL PASO CTY PUBLIC HEALTH LABO	241	1	252.00	0.00	252.00	11/18/2021		42442
			BACTERIOLOGICAL TESTS - WTP	103121		252.00	0.00	252.00			
113031	CHK	A	EMPLOYERS COUNCIL SERVICES, IN	5099	1	165.00	0.00	165.00	11/18/2021		42442
			BACKGROUND CHECK	0000394771		165.00	0.00	165.00			
113032	CHK	A	FOXWORTH-GALBRAITH LUMBER CO	96	1	1,513.05	0.00	1,513.05	11/18/2021		42442
			10/2021 CHARGES	10312021		1,513.05	0.00	1,513.05			
113033	CHK	A	GRACE JOHNSON	5156	1	45.50	0.00	45.50	11/18/2021		42442
			BARTENDING - UPCC	11152021		45.50	0.00	45.50			
113034	CHK	A	HAWKINS ELECTRICAL SERVICE COM	5242	1	150.00	0.00	150.00	11/18/2021		42442
			ICE MACHINE REPAIR	1004277-IN		150.00	0.00	150.00			
113035	CHK	A	HAYNES MECHANICAL SYSTEMS	3359	1	3,227.00	0.00	3,227.00	11/18/2021		42442
			Police Dept System	PB3408		3,227.00	0.00	3,227.00			
113036	CHK	A	IMAGE BEARERS CLEANING LLC	5082	1	3,929.00	0.00	3,929.00	11/18/2021		42442
			11/2021 CLEANING CONTRACT	2971		3,929.00	0.00	3,929.00			
113037	CHK	A	IRON MOUNTAIN	1376	1	316.28	0.00	316.28	11/18/2021		42442
			CITY HALL - SHREDDING	DZYC937		316.28	0.00	316.28			
113038	CHK	A	JACK'S TIRE & OIL MANAGEMENT C	5215	5	2,497.12	0.00	2,497.12	11/18/2021		42442

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			TIRES	A49079-88		605.00	0.00	605.00			
			#33 - BACKHOE	A57131-88		898.00	0.00	583.70			
			#33 - BACKHOE	A57131-88		898.00	0.00	314.30			
			TIRES	A73593-88		525.04	0.00	525.04			
			TIRES	A81877-88		469.08	0.00	469.08			
113039	CHK	A	KIEWIT INFRASTRUCTURE CO	4850	2	50,570.45	0.00	50,570.45	11/18/2021		42442
			EVERGREEN HEIGHTS	06302020		35,030.82	0.00	35,030.82			
			EVERGREEN HEIGHTS	06302020-A		15,539.63	0.00	15,539.63			
113040	CHK	A	KOFF & ASSOCIATES	4445	1	5,000.00	0.00	5,000.00	11/18/2021		42442
			RECRUITMENT-CHIEF OF POLICE	4445		5,000.00	0.00	5,000.00			
113041	CHK	A	LAW FIRM OF SUZANNE M. ROGERS,	5054	2	3,840.90	0.00	3,840.90	11/18/2021		42442
			11/2021 LEGAL SERVICES	11162021		1,342.80	0.00	1,342.80			
			10/2021 LEGAL SERVICES	11162021A		2,498.10	0.00	2,498.10			
113042	CHK	A	LEXIS NEXIS ACCURINT	3379	1	30.00	0.00	30.00	11/18/2021		42442
			10/2021 CONTRACT FEE	1209360-20211031		30.00	0.00	30.00			
113043	CHK	A	MCCANDLESS TRUCK CENTER LLC	2792	1	1,109.52	0.00	1,109.52	11/18/2021		42442
			REPAIR - STREETS - #41	S103018207:01		1,109.52	0.00	1,109.52			
113044	CHK	A	MIDWEST CARD AND ID SOLUTIONS	5112	1	3,633.26	0.00	3,633.26	11/18/2021		42442
			SALAMANDER TRACK MOBIL	29104		3,633.26	0.00	3,633.26			
113045	CHK	A	NICOLETTI-FLATER ASSOCIATES, PL	1	1	225.00	0.00	225.00	11/18/2021		42442
			PRE EMPLOYMENT EXAM	21103		225.00	0.00	225.00			
113046	CHK	A	MEAGAN & JEROMY DOUGLAS	1	1	250.00	0.00	250.00	11/18/2021		42442
			UTILITY REFUND	3352.04		250.00	0.00	250.00			
113047	CHK	A	LONNIE CLARK	1	3	9.96	0.00	9.96	11/18/2021		42442
			UTILITY REFUND	4135.07		9.96	0.00	0.21-			
			UTILITY REFUND	4135.07		9.96	0.00	13.29			
			UTILITY REFUND	4135.07		9.96	0.00	3.12-			
113048	CHK	A	DIANA & GARY BAKER	1	1	325.00	0.00	325.00	11/18/2021		42442
			UTILITY REFUND	4714.12		325.00	0.00	325.00			
113049	CHK	A	JD LAND DEVELOPMENT	1	3	64.24	0.00	64.24	11/18/2021		42442
			UTILITY REFUND	6073.01		64.24	0.00	3.29			
			UTILITY REFUND	6073.01		64.24	0.00	12.99			
			UTILITY REFUND	6073.01		64.24	0.00	47.96			
113050	CHK	A	JD LAND DEVELOPMENT	1	1	179.16	0.00	179.16	11/18/2021		42442
			UTILITY REFUND	6074.01		179.16	0.00	179.16			
113051	CHK	A	JD LAND DEVELOPMENT	1	1	76.19	0.00	76.19	11/18/2021		42442
			UTILITY REFUND	6077.01		76.19	0.00	76.19			
113052	CHK	A	JD LAND DEVELOPMENT	1	1	75.19	0.00	75.19	11/18/2021		42442
			UTILTIY REFUND	6078.01		75.19	0.00	75.19			
113053	CHK	A	DENVER ELECTRIC MOTOR	1	1	280.00	0.00	280.00	11/18/2021		42442
			MIXER PUMP	69502		280.00	0.00	280.00			

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113054	CHK	A	PAUL D. SCHULTZ	5331	1	13,919.80	0.00	13,919.80	11/18/2021		42442
			PD INTERNAL INVESTIGATIONS	10182021		13,919.80	0.00	13,919.80			
113055	CHK	A	PEAK INTERNET	3141	6	19,291.79	0.00	19,291.79	11/18/2021		42442
			11/2021 CHARGES	132744		15,806.36	0.00	800.00			
			11/2021 CHARGES	132744		15,806.36	0.00	800.00			
			11/2021 CHARGES	132744		15,806.36	0.00	13,049.88			
			11/2021 CHARGES	132744		15,806.36	0.00	1,156.48			
			11/2021 CHARGES	132745		3,425.48	0.00	3,425.48			
			11/2021 CHARGES	386755		59.95	0.00	59.95			
113056	CHK	A	QUADIENT FINANCE USA, INC	5204	1	1,048.69	0.00	1,048.69	11/18/2021		42442
			POSTAGE METER REFILL	10282021		1,048.69	0.00	1,048.69			
113057	CHK	A	SAFARILAND, LLC	5330	1	238.02	0.00	238.02	11/18/2021		42442
			NIK TEST KITS	1010-400374		238.02	0.00	238.02			
113058	CHK	A	SCHUMACHER'S	561	2	184.00	0.00	184.00	11/18/2021		42442
			REPAIR #64	70979		92.00	0.00	92.00			
			REPAIR #31	70987		92.00	0.00	92.00			
113059	CHK	A	SGS ACCUTEST INC.	4859	1	208.00	0.00	208.00	11/18/2021		42442
			09/2021 WATER QUALITY TEST	52160130818		208.00	0.00	208.00			
113060	CHK	A	STANLEY CONVERGENT SECURITY SO	4042	1	376.24	0.00	376.24	11/18/2021		42442
			12/2021 MAINTENANCE	6001921258		376.24	0.00	376.24			
113061	CHK	A	STROM KYLE	4871	1	128.00	0.00	128.00	11/18/2021		42442
			TESTING REIMBURSEMENT - ASE	11162021		128.00	0.00	128.00			
113062	CHK	A	TELLER COUNTY WASTE	4158	4	761.75	0.00	761.75	11/18/2021		42442
			Teller County Waste Trash	11042021		761.75	0.00	163.75			
			Teller County Waste Trash	11042021		761.75	0.00	421.00			
			Teller County Waste Trash	11042021		761.75	0.00	138.00			
			Teller County Waste Trash	11042021		761.75	0.00	39.00			
113063	CHK	A	THE EMBLEM AUTHORITY	5225	1	21.60	0.00	21.60	11/18/2021		42442
			UNIFORM - DEPUTY CHIEF	37747		21.60	0.00	21.60			
113064	CHK	A	TIAA COMMERCIAL FINANCE, INC	5175	3	1,900.80	0.00	1,900.80	11/18/2021		42442
			09/2021 COPIER CONTRACT	8405956		594.00	0.00	594.00			
			10/2021 COPIER CONTRACT	8471693		653.40	0.00	653.40			
			11/2021 COPIER CONTRACT	8537597		653.40	0.00	653.40			
113065	CHK	A	UPS STORE #1374	416	2	236.11	0.00	236.11	11/18/2021		42442
			10/2021 CHARGES	10312021		236.11	0.00	145.00			
			10/2021 CHARGES	10312021		236.11	0.00	91.11			
113066	CHK	A	WEX HEALTH INC	5283	1	83.00	0.00	83.00	11/18/2021		42442
			10/2021 FSA	0001420585-IN		83.00	0.00	83.00			
113069	CHK	A	AUSTIN MILDBRANDT	5333	1	39.00	0.00	39.00	11/23/2021		42466
			CLEAN UP/ BARBACK - UPCC	11222021		39.00	0.00	39.00			
113070	CHK	A	BLACK HILLS ENERGY	4035	4	9,284.62	0.00	9,284.62	11/23/2021		42466
			11/2021 CHARGES	11222021		9,284.62	0.00	1,982.11			

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			11/2021 CHARGES	11222021		9,284.62	0.00	478.96			
			11/2021 CHARGES	11222021		9,284.62	0.00	4,401.11			
			11/2021 CHARGES	11222021		9,284.62	0.00	2,422.44			
113071	CHK	A	CHAD MILDBRANDT	5159	1	198.00	0.00	198.00	11/23/2021		42466
			BARTENDING - UPCC	11222021		198.00	0.00	198.00			
113072	CHK	A	CINTAS CORPORATION NO 2	4977	1	86.96	0.00	86.96	11/23/2021		42466
			UNIFORM - FLEET	4101536355		86.96	0.00	86.96			
113073	CHK	A	CIRSA	144	1	35,246.25	0.00	35,246.25	11/23/2021		42466
			4TH Q WORKERS COMPENSATION	W21646		35,246.25	0.00	35,246.25			
113074	CHK	A	COLORADO ANALYTICAL LAB	4028	1	122.00	0.00	122.00	11/23/2021		42466
			LAB SERVICES - WWTP	211102075		122.00	0.00	122.00			
113075	CHK	A	ESRI, INC.	3034	1	1,300.00	0.00	1,300.00	11/23/2021		42466
			GIS - SOFTWARE	94136901		1,300.00	0.00	1,300.00			
113076	CHK	A	FALCON ENVIRONMENT CORP.	1741	2	6,601.01	0.00	6,601.01	11/23/2021		42466
			PART MIXER - WWTP	8916		1,234.08	0.00	1,234.08			
			MIXER - WWTP	8930		5,366.93	0.00	5,366.93			
113077	CHK	A	FIRST GENERAL SERVICES FRONT R 5238		2	14,984.50	0.00	14,984.50	11/23/2021		42466
			REPAIRS - EVERGREEN/MISTY PINE	11162021		9,727.65	0.00	9,727.65			
			REPAIRS - EVERGREEN/BRADFORD	11162021A		5,256.85	0.00	5,256.85			
113078	CHK	A	GALLS, LLC	5221	4	201.75	0.00	201.75	11/23/2021		42466
			UNIFORM - WPPD	019528552		36.99	0.00	36.99			
			UNIFORM - WPPD	019573893		57.66	0.00	57.66			
			UNIFORM - WPPD	019609587		95.54	0.00	95.54			
			UNIFORM - WPPD	019621294		11.56	0.00	11.56			
113079	CHK	A	GRAINGER INC.	282	3	206.92	0.00	206.92	11/23/2021		42466
			SUPPLIES - WTP	9041153967		55.96	0.00	55.96			
			SAFETY SIGN - WWTP	9050501700		120.20	0.00	120.20			
			BROOM - WWTP	9055743125		30.76	0.00	30.76			
113080	CHK	A	LOGAN SIMPSON DESIGN INC	5282	1	13,500.00	0.00	13,500.00	11/23/2021		42466
			COMP PLANS AND CODE REVIEW	28608		13,500.00	0.00	13,500.00			
113081	CHK	A	WISHING STAR ENTERTAINMENT, LL 1		1	412.50	0.00	412.50	11/23/2021		42466
			PETTING ZOO-WINTER IN THE PARK	0000001		412.50	0.00	412.50			
113082	CHK	A	LAINIE WILBERDING	1	1	49.80	0.00	49.80	11/23/2021		42466
			REIMBURSEMENT	11182021		49.80	0.00	49.80			
113083	CHK	A	DAVID KEHN	1	1	45.00	0.00	45.00	11/23/2021		42466
			UTILITY REFUND	2765.02		45.00	0.00	45.00			
113084	CHK	A	SAM HEDGES	1	3	73.72	0.00	73.72	11/23/2021		42466
			UTILITY REFUND	4565.04		73.72	0.00	38.96			
			UTILITY REFUND	4565.04		73.72	0.00	32.28			
			UTILITY REFUND	4565.04		73.72	0.00	2.48			
113085	CHK	A	JD LAND DEVELOPMENT	1	1	67.22	0.00	67.22	11/23/2021		42466

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

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			UTILITY REFUND	6075.01		67.22	0.00	67.22			
113086	CHK	A	O.J. WATSON COMPANY INC	477	1	2,537.57	0.00	2,537.57	11/23/2021		42466
			DEBRIS TANK	0098650-IN		2,537.57	0.00	2,537.57			
113087	CHK	A	PETTY CASH - WPPD	2067	1	253.42	0.00	253.42	11/23/2021		42466
			08/04-11/18 RECONCILIATION	11182021		253.42	0.00	253.42			
113088	CHK	A	PROCESS SPECIALTIES INC	4599	1	2,052.16	0.00	2,052.16	11/23/2021		42466
			COMPOST TEMP PROBE	1268405		2,052.16	0.00	2,052.16			
113089	CHK	A	SNO-WHITE LINEN & UNIFORM, INC	581	1	191.04	0.00	191.04	11/23/2021		42466
			EVENT EXPENSE	S06404		191.04	0.00	191.04			
113090	CHK	A	RED BARON CAR WASH	4191	1	158.89	0.00	158.89	11/23/2021		42466
			10/2021 CHARGES	1948		158.89	0.00	158.89			
113091	CHK	A	WHISLER INDUSTRIAL SUPPLY	682	1	90.64	0.00	90.64	11/23/2021		42466
			PARTS - WWTP	2413373		90.64	0.00	90.64			
113092	CHK	A	CITY OF WOODLAND PARK	1	1	370.00	0.00	370.00	11/23/2021		42468
			UPCC Cash Drawer Reimbursement	11192021		370.00	0.00	370.00			
REGISTER TOTALS Checks: 139 Voids: 0 196 369,038.79 0.00 369,038.79											

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
18766	Deputy Chief of Police	1	3,148.08	623.45	2,524.63	11/5/2021
18767	Water Treatment Operat	1	1,154.00	202.07	951.93	11/5/2021
18768	Lifeguard	1	184.80	15.14	169.66	11/5/2021
18769	Dispatcher	1	749.60	119.83	629.77	11/5/2021
18770	Water Treatment Operat	1	826.80	163.87	662.93	11/5/2021
18771	Pool Attendant	1	172.48	14.19	158.29	11/5/2021
18772	MWI PBG	1	1,259.99	284.43	975.56	11/5/2021
18773	Commander	1	11,660.00	3,571.88	8,088.12	11/8/2021
18774	Sergeant	1	10,605.76	3,488.86	7,116.90	11/8/2021
18775	Deputy Judge	1	17.55	1.35	16.20	11/19/2021
18776	Lifeguard	1	98.56	7.53	91.03	11/19/2021
18777	MWI PBG	1	1,734.11	419.47	1,314.64	11/19/2021
48068	Crew Chief - Field Ser	1	4,661.84	1,575.39	3,086.45	11/5/2021
48069	Corporal	1	4,815.98	1,195.40	3,620.58	11/5/2021
48070	Dispatcher II	1	2,792.31	853.89	1,938.42	11/5/2021
48071	Police Officer I	1	2,143.19	547.17	1,596.02	11/5/2021
48072	System Admin.	1	3,159.69	1,042.57	2,117.12	11/5/2021
48073	Dispatcher I	1	1,555.42	405.72	1,149.70	11/5/2021
48074	Utility Billing Techni	1	2,852.80	887.19	1,965.61	11/5/2021
48075	Planning and Building	1	2,433.73	688.46	1,745.27	11/5/2021
48076	Victims Advocate	1	356.88	56.80	300.08	11/5/2021
48077	Water Fitness Instruct	1	375.55	31.73	343.82	11/5/2021
48078	WWTO	1	3,749.00	1,198.57	2,550.43	11/5/2021
48079	WTO	1	2,932.40	1,491.51	1,440.89	11/5/2021
48080	Lifeguard	1	542.08	98.63	443.45	11/5/2021
48081	MUNICIPAL COURT CLERK	1	1,805.75	413.46	1,392.29	11/5/2021
48082	Maint. Worker I I- Str	1	2,336.80	669.80	1,667.00	11/5/2021
48083	Corporal	1	4,815.98	1,464.10	3,351.88	11/5/2021
48084	Corporal	1	4,907.54	2,202.15	2,705.39	11/5/2021
48085	Dispatcher I	1	2,749.00	766.04	1,982.96	11/5/2021
48086	Lifeguard	1	542.08	74.95	467.13	11/5/2021
48087	Police Officer I	1	4,100.43	958.90	3,141.53	11/5/2021
48088	Lifeguard	1	181.72	14.90	166.82	11/5/2021
48089	Maintenance Worker I -	1	1,294.78	249.04	1,045.74	11/5/2021
48090	Accounting Manager	1	2,663.95	890.52	1,773.43	11/5/2021
48091	Event Center Coordinat	1	1,764.48	542.14	1,222.34	11/5/2021
48092	Detective/MPO	1	5,274.17	1,149.88	4,124.29	11/5/2021
48093	Assistant to the City	1	3,836.73	1,193.64	2,643.09	11/5/2021
48094	Water Treatment Operat	1	2,428.60	829.07	1,599.53	11/5/2021
48095	Lifeguard	1	280.28	27.44	252.84	11/5/2021
48096	Police Officer I	1	3,171.78	830.97	2,340.81	11/5/2021
48097	Sports Coordinator	1	1,687.20	406.20	1,281.00	11/5/2021
48098	IT Intern	1	658.61	92.33	566.28	11/5/2021
48099	Lead Lifeguard	1	728.63	106.33	622.30	11/5/2021
48100	Maintenance Worker I -	1	2,376.25	652.90	1,723.35	11/5/2021
48101	Lifeguard	1	326.48	32.98	293.50	11/5/2021
48102	Interim Chief of Polic	1	5,221.15	1,162.73	4,058.42	11/5/2021
48103	PD Admin Assist/Teen C	1	2,996.36	957.13	2,039.23	11/5/2021
48104	Commander	1	5,348.86	1,942.82	3,406.04	11/5/2021
48105	Finance Admin. Asst./C	1	3,813.31	1,145.26	2,668.05	11/5/2021

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
48106	Sergeant	1	5,064.06	1,830.63	3,233.43	11/5/2021
48107	Dispatch II	1	2,801.94	673.05	2,128.89	11/5/2021
48108	HR Generalist	1	2,419.38	968.91	1,450.47	11/5/2021
48109	Communication and Mark	1	1,870.98	471.23	1,399.75	11/5/2021
48110	Police Officer I	1	2,267.72	399.78	1,867.94	11/5/2021
48111	Pool Attendant	1	504.04	56.68	447.36	11/5/2021
48112	Lifeguard	1	227.92	20.43	207.49	11/5/2021
48113	Parks and Rec Director	1	3,577.32	1,346.65	2,230.67	11/5/2021
48114	Lifeguard	1	298.76	29.85	268.91	11/5/2021
48115	Lifeguard	1	403.25	66.98	336.27	11/5/2021
48116	WFI/WSI	1	25.38	1.94	23.44	11/5/2021
48117	City Manager	1	5,153.85	1,624.33	3,529.52	11/5/2021
48118	City Clerk/Deputy City	1	3,935.29	2,195.36	1,739.93	11/5/2021
48119	Zoning/Code Enforcemen	1	4,466.57	1,402.93	3,063.64	11/5/2021
48120	Finance Technician	1	1,547.21	471.24	1,075.97	11/5/2021
48121	Commander	1	5,348.86	1,379.29	3,969.57	11/5/2021
48122	Dispatcher II	1	3,303.13	1,054.75	2,248.38	11/5/2021
48123	Crew Chief - Fleet	1	3,979.90	1,535.80	2,444.10	11/5/2021
48124	Police Officer	1	2,524.96	532.69	1,992.27	11/5/2021
48125	Presiding Municipal Co	1	1,199.95	175.33	1,024.62	11/5/2021
48126	PW Admin Assistant	1	1,547.17	519.64	1,027.53	11/5/2021
48127	Sergeant	1	4,788.26	1,404.97	3,383.29	11/5/2021
48128	Maintenance Worker I P	1	1,317.97	304.36	1,013.61	11/5/2021
48129	P&R Sports Site Supv	1	425.88	32.58	393.30	11/5/2021
48130	UPCC-ASSISTANT	1	441.16	79.75	361.41	11/5/2021
48131	MW II - Streets	1	1,329.56	214.56	1,115.00	11/5/2021
48132	Admin Assistant P&R	1	1,363.20	369.03	994.17	11/5/2021
48133	Lead Lifeguard	1	572.75	105.67	467.08	11/5/2021
48134	Construction Inspector	1	4,440.49	1,281.96	3,158.53	11/5/2021
48135	Police Officer I	1	2,300.92	743.60	1,557.32	11/5/2021
48136	PLANNG/BUILDING DEPT D	1	3,832.10	1,357.13	2,474.97	11/5/2021
48137	Dispatcher I	1	1,674.20	435.06	1,239.14	11/5/2021
48138	Maint. Worker II - Str	1	3,092.80	905.62	2,187.18	11/5/2021
48139	Police Officer II	1	5,060.04	1,742.18	3,317.86	11/5/2021
48140	Utilities Technician	1	4,159.77	1,585.42	2,574.35	11/5/2021
48141	Permit Technician	1	982.86	282.55	700.31	11/5/2021
48142	WWTO	1	4,362.14	1,589.30	2,772.84	11/5/2021
48143	Lifeguard	1	289.52	22.14	267.38	11/5/2021
48144	Maintenance Worker II	1	1,513.26	355.75	1,157.51	11/5/2021
48145	WWTP Chief Operator	1	5,566.18	2,061.34	3,504.84	11/5/2021
48146	Fleet Mechanic II	1	3,096.00	978.36	2,117.64	11/5/2021
48147	Maintenance II - Stree	1	1,724.08	470.13	1,253.95	11/5/2021
48148	Lifeguard	1	175.56	14.43	161.13	11/5/2021
48149	PR Sports Site Supervi	1	343.55	30.90	312.65	11/5/2021
48150	Dispatch Supervisor	1	3,574.24	1,232.08	2,342.16	11/5/2021
48151	Police Officer I	1	4,550.98	1,514.05	3,036.93	11/5/2021
48152	Maint. Worker III - St	1	3,588.35	1,259.72	2,328.63	11/5/2021
48153	Crew Chief - PBG	1	3,537.14	855.89	2,681.25	11/5/2021
48154	Finance Director	1	3,692.31	1,071.47	2,620.84	11/5/2021
48155	Victims Advocate Coord	1	4,298.04	1,998.11	2,299.93	11/5/2021

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
48156	Maint. Worker I - PBG	1	2,551.25	563.57	1,987.68	11/5/2021
48157	Aquatic Manager	1	2,115.38	643.72	1,471.66	11/5/2021
48158	WTP CHIEF OPERATOR	1	4,707.52	2,118.42	2,589.10	11/5/2021
48159	Assistant Aquatic Mana	1	1,819.30	575.26	1,244.04	11/5/2021
48160	Utilities Director/Dep	1	4,588.15	1,985.36	2,602.79	11/5/2021
48161	Lifeguard	1	43.12	3.30	39.82	11/5/2021
48162	Lifeguard	1	304.92	30.33	274.59	11/5/2021
48163	Front Desk Representat	1	424.65	37.48	387.17	11/5/2021
48164	Crew Chief - Field Ser	1	4,574.94	1,546.62	3,028.32	11/19/2021
48165	Corporal	1	5,200.21	1,272.05	3,928.16	11/19/2021
48166	Dispatcher II	1	2,959.99	902.85	2,057.14	11/19/2021
48167	Police Officer I	1	2,746.90	668.74	2,078.16	11/19/2021
48168	System Admin.	1	4,021.01	1,380.92	2,640.09	11/19/2021
48169	Dispatcher I	1	2,800.20	840.60	1,959.60	11/19/2021
48170	Utility Billing Techni	1	3,015.53	933.33	2,082.20	11/19/2021
48171	Planning and Building	1	4,053.80	1,141.70	2,912.10	11/19/2021
48172	Water Fitness Instruct	1	594.61	71.03	523.58	11/19/2021
48173	WWTO	1	3,033.83	890.59	2,143.24	11/19/2021
48174	WTO	1	3,437.64	1,651.80	1,785.84	11/19/2021
48175	Alternate Judge	1	47.14	3.61	43.53	11/19/2021
48176	Lifeguard	1	468.16	81.44	386.72	11/19/2021
48177	MUNICIPAL COURT CLERK	1	1,692.73	376.73	1,316.00	11/19/2021
48178	Maint. Worker I I- Str	1	2,207.54	621.45	1,586.09	11/19/2021
48179	Corporal	1	8,537.93	2,741.89	5,796.04	11/19/2021
48180	Corporal	1	4,459.16	2,054.01	2,405.15	11/19/2021
48181	Dispatcher I	1	2,834.01	797.57	2,036.44	11/19/2021
48182	Lifeguard	1	468.16	57.91	410.25	11/19/2021
48183	Police Officer I	1	3,714.83	824.54	2,890.29	11/19/2021
48184	Lifeguard	1	197.12	17.08	180.04	11/19/2021
48185	Maintenance Worker I -	1	1,427.53	287.05	1,140.48	11/19/2021
48186	Accounting Manager	1	4,582.05	1,623.96	2,958.09	11/19/2021
48187	Event Center Coordinat	1	2,855.78	894.93	1,960.85	11/19/2021
48188	Detective/MPO	1	4,420.66	988.91	3,431.75	11/19/2021
48189	Assistant to the City	1	4,228.51	1,347.92	2,880.59	11/19/2021
48190	Water Treatment Operat	1	5,950.99	2,203.21	3,747.78	11/19/2021
48191	Lifeguard	1	304.92	30.33	274.59	11/19/2021
48192	Police Officer I	1	3,981.25	1,044.35	2,936.90	11/19/2021
48193	Sports Coordinator	1	2,092.13	520.58	1,571.55	11/19/2021
48194	IT Intern	1	949.74	156.70	793.04	11/19/2021
48195	Lead Lifeguard	1	873.30	139.03	734.27	11/19/2021
48196	Deputy Chief of Police	1	3,148.08	623.44	2,524.64	11/19/2021
48197	Maintenance Worker I -	1	2,252.67	605.44	1,647.23	11/19/2021
48198	Lifeguard	1	169.40	13.96	155.44	11/19/2021
48199	Interim Chief of Polic	1	5,221.15	1,162.73	4,058.42	11/19/2021
48200	PD Admin Assist/Teen C	1	3,268.06	1,060.29	2,207.77	11/19/2021
48201	Commander	1	14,940.05	5,403.15	9,536.90	11/19/2021
48202	Finance Admin. Asst./C	1	2,728.78	880.47	1,848.31	11/19/2021
48203	Sergeant	1	5,876.55	2,054.19	3,822.36	11/19/2021
48204	Dispatch II	1	2,983.36	724.66	2,258.70	11/19/2021
48205	HR Generalist	1	4,050.83	1,432.27	2,618.56	11/19/2021

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
48206	Water Treatment Operat	1	2,377.24	536.57	1,840.67	11/19/2021
48207	Communication and Mark	1	3,128.26	937.20	2,191.06	11/19/2021
48208	Police Officer I	1	3,406.29	663.14	2,743.15	11/19/2021
48209	Pool Attendant	1	242.07	22.52	219.55	11/19/2021
48210	Lifeguard	1	366.52	38.05	328.47	11/19/2021
48211	Parks and Rec Director	1	6,153.28	2,156.25	3,997.03	11/19/2021
48212	Lifeguard	1	187.88	16.37	171.51	11/19/2021
48213	Lifeguard	1	477.51	84.09	393.42	11/19/2021
48214	City Manager	1	5,153.85	1,624.34	3,529.51	11/19/2021
48215	City Clerk/Deputy City	1	6,586.05	3,051.18	3,534.87	11/19/2021
48216	Zoning/Code Enforcemen	1	4,178.72	1,286.53	2,892.19	11/19/2021
48217	Finance Technician	1	2,661.17	787.16	1,874.01	11/19/2021
48218	Dispatcher II	1	3,527.98	1,118.91	2,409.07	11/19/2021
48219	Crew Chief - Fleet	1	4,645.09	1,761.16	2,883.93	11/19/2021
48220	Police Officer	1	3,159.83	656.24	2,503.59	11/19/2021
48221	Presiding Municipal Co	1	1,606.55	269.21	1,337.34	11/19/2021
48222	PW Admin Assistant	1	6,659.52	2,145.70	4,513.82	11/19/2021
48223	Maintenance Worker I P	1	1,749.41	422.56	1,326.85	11/19/2021
48224	P&R Sports Site Supv	1	426.45	32.62	393.83	11/19/2021
48225	UPCC-ASSISTANT	1	679.90	130.09	549.81	11/19/2021
48226	MW II - Streets	1	2,224.11	346.27	1,877.84	11/19/2021
48227	Admin Assistant P&R	1	2,294.69	639.73	1,654.96	11/19/2021
48228	Dispatcher	1	1,637.88	317.60	1,320.28	11/19/2021
48229	Lead Lifeguard	1	866.10	176.30	689.80	11/19/2021
48230	Water Treatment Operat	1	1,520.07	359.00	1,161.07	11/19/2021
48231	Construction Inspector	1	4,586.28	1,336.87	3,249.41	11/19/2021
48232	Police Officer I	1	4,256.35	1,226.38	3,029.97	11/19/2021
48233	PLANNG/BUILDING DEPT D	1	6,591.93	2,346.59	4,245.34	11/19/2021
48234	Dispatcher I	1	2,640.19	795.84	1,844.35	11/19/2021
48235	Maint. Worker II - Str	1	3,297.58	963.88	2,333.70	11/19/2021
48236	Police Officer II	1	5,345.24	1,795.32	3,549.92	11/19/2021
48237	Utilities Technician	1	3,871.82	1,504.18	2,367.64	11/19/2021
48238	Permit Technician	1	1,248.30	341.67	906.63	11/19/2021
48239	WWTO	1	4,228.98	1,536.09	2,692.89	11/19/2021
48240	Lifeguard	1	665.28	101.70	563.58	11/19/2021
48241	Maintenance Worker II	1	1,957.72	483.25	1,474.47	11/19/2021
48242	WWTP Chief Operator	1	5,606.96	2,088.55	3,518.41	11/19/2021
48243	Fleet Mechanic II	1	3,433.12	1,105.47	2,327.65	11/19/2021
48244	Maintenance II - Stree	1	1,735.89	492.28	1,243.61	11/19/2021
48245	Lifeguard	1	117.04	8.95	108.09	11/19/2021
48246	PR Sports Site Supervi	1	319.29	25.62	293.67	11/19/2021
48247	Dispatch Supervisor	1	3,904.51	1,334.84	2,569.67	11/19/2021
48248	Police Officer I	1	3,810.86	1,258.30	2,552.56	11/19/2021
48249	Maint. Worker III - St	1	4,295.29	1,539.52	2,755.77	11/19/2021
48250	Crew Chief - PBG	1	3,891.78	963.88	2,927.90	11/19/2021
48251	Finance Director	1	4,467.38	1,290.88	3,176.50	11/19/2021
48252	Victims Advocate Coord	1	3,883.71	1,836.22	2,047.49	11/19/2021
48253	Maint. Worker I - PBG	1	2,234.37	481.06	1,753.31	11/19/2021
48254	Aquatic Manager	1	2,813.27	841.55	1,971.72	11/19/2021
48255	WTP CHIEF OPERATOR	1	6,140.51	2,644.21	3,496.30	11/19/2021

Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT						
Payment Number	Position	Num Inv	Gross Amount	Discounts	Net Pay	Payment Date
48256	Assistant Aquatic Mana	1	2,395.90	836.39	1,559.51	11/19/2021
48257	Utilities Director/Dep	1	7,704.29	3,071.27	4,633.02	11/19/2021
48258	Lifeguard	1	360.36	36.57	323.79	11/19/2021
48259	Front Desk Representat	1	168.04	12.85	155.19	11/19/2021
			573,668.65	178,726.82	394,941.83	



City of Woodland Park Staff Report for City Council

Meeting Date: January 20, 2022

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

ITEM:

Monthly Report of Mayor and Council Expenses

The following is a recap of the Council and Mayor Expense line items for November 2021.

November					
Description	Budget	Month Exp	YTD Exp	Balance	% Expended
Miscellaneous expenses	\$17,950	\$0.00	\$3,553.02	\$14,396.98	19.79%
Training/Travel	\$2,400	\$0.00	\$20.00	\$2,380.00	1%
Supplies	\$150	\$0.00	\$119.75	\$30.25	80%
Meetings/Mileage/Meals	\$1,500	\$0.00	\$69.99	\$1,430.01	5%
Special Projects	\$500	\$0.00	\$0.00	\$500.00	0%
Total	\$22,500	\$0.00	\$3,762.76	\$18,737.24	17%

There were no monthly expenditures for November 2021.



STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM: Rob Felts, Assistant to the City Manager

DATE: January 20, 2022

SUBJECT: 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) (Tabled from the January 6, 2022 Council Meeting)

BACKGROUND: HR Green will develop the physical concepts and schematic layout for a City-owned fiber optic backbone to service both the immediate need for robust communications between all City facilities and the possible expansion to a City-wide fiber network. The intent of this agreement is to advise the City of Woodland Park on the best courses of action to utilize the City's 24 strands of fiber terminated on HWY 24 at the eastern edge of town. The City wishes to connect its existing infrastructure to a fiber ring and partner with private ISPs to manage the municipally owned ring and create affordable opportunities for fiber expansion for residents of Woodland Park through privately owned ISP partnerships.

RECOMMENDATION: Approve the professional service agreement with HR Green, as presented, authorize the Mayor Pro Tem to sign said contract.

ATTACHMENTS: 1. Woodland Park + HR Green - Telecommunications Advisory Services Contract (Final Version)



PROFESSIONAL SERVICES AGREEMENT

For

Telecommunications Advisory Services

City of Woodland Park
220 W South Avenue
Woodland Park, CO 80866
(719) 687-9246

Ken Price, Municipal Services Manager
HR Green, Inc.
5619 DTC Parkway, Suite 1150
Greenwood Village, CO 80111
211120

January 15, 2022

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THIS **AGREEMENT** is between City of Woodland Park, CO (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

We understand the City of Woodland Park wants to explore the possibility of creating a city-owned fiber optic network as well as developing a long-term Vision to address the community's goals for advanced telecommunications.

We also understand that many of the Woodland Park's residents experience problems related to the quality, reliability, and speed of telecommunications. Related to these issues, recent advancements in telecommunications technologies may not be embraced to the extent to which the City could take full advantage of their benefits.

This Agreement, and applicable fees and pricing, is based on the rates currently in effect under a competitively sourced proposal to El Paso County for their Telecommunication Advisory Services.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Fiber Optic Layout, Conceptual Planning, and Telecommunications Master Plan

The flexible structure of HR Green's scope of work allows the City to either bundle various tasks or phases in a logical manner in keeping with your current and future needs and desires.

Upon execution of this agreement, a project schedule will be prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY. **Our goal will be to complete all deliverables within 120-days after contract execution.**

HR Green will develop the physical concepts and schematic layout for a City-owned fiber optic backbone to service both the immediate need for robust communications between all City facilities and the possible expansion to a City-wide fiber network.

Task A - Fiber Optic Layout and Conceptual Plan

This plan will lay out the concept for a City-owned fiber optic backbone and develop construction cost estimates. Much of the effort should include developing an understanding of the extent to which the Intermountain Rural Electric Association (IREA) that is now known as CORE will allow aerial deployment of fiber on the existing electric transmission and distribution grid versus the alternative of installing City-owned fiber by boring / plowing underground or constructing the fiber by means other than CORE aerial infrastructure. These alternatives should include approaches such as shared conduits, partnering with other public agencies, and possibly engaging with the private sector (Zayo, TDS, etc.).

This effort will develop:

- **Schematic layout and alternatives** for a possible City-owned fiber optic backbone system. Key Woodland Park sites to be included in this task are:
 - Connecting the City-owned fiber near the Walmart in 2019 to the Point-of-Presence (POP) on South Tejon Street needed to “light up” the City’s future dark fiber.
 - City Hall
 - Meadow Woods Sport Complex with special emphasis on:
 - Concession stands area(s)
 - Maintenance / Zamboni room(s)
 - Demarcation point(s) at the hockey rink
 - Police and Public Safety facilities
 - Memorial Park
 - Aquatics Center
 - Ute Pass Cultural Center
 - Public Works / Fleet facilities including:
 - Lift station and pump house site(s) adjacent to the main ring
 - Water treatment facilities
 - Variable Message Signs (VMS)
 - Water tank sites
 - Current reservoir (medium priority)
 - Possible future reservoir (lowest priority)
 - Areas on the City’s outer borders (will be considered low priority, but to the extent available, a high-level exploration of possible annexations, land use projections, and nearby anchor institutions will be performed).
- **Engineering design cost estimates** needed to perform a detailed final design.
- **Construction Cost Estimate** A order of magnitude cost estimate for the construction of the City fiber optic backbone which will most likely be a hybrid of aerial, underground and co-located infrastructure.
- **Construction observation cost estimates** to build a City-owned backbone network, including construction inspection, proofing, “walk-out” and related services.
- **Rights-of-Way (ROW)** – Examine significant rights-of-way (ROW) and easement requirements. This task can only be accomplished with City supplied right-of-way maps and access to CORE facility mapping.
- **Owners’ Representative** - Acting as an owner’s representative, we will assist the City in developing a full understanding of the extent to which CORE will allow and possibly subsidize aerial deployment of fiber on the co-op’s existing electric transmission and distribution grid.
 - While a pole-by-pole structural assessment and “pole loading analysis” will not be performed as part of the study, we will meet with CORE to better understand their requirements for a possible Pole Attachment Agreement (PAA).

- **Partnering** - Constructing fiber by means other than CORE aerial, such as co-locating and sharing conduits, partnering with other public agencies (CDOT, CSU, El Paso County) and the private sector (Zayo, TDS, Peak, other ISPs, etc. – HR Green will meet with up to six of these private sector organizations).
- **Engineering cost alternatives** based on aerial vs. underground.
- **Determination of the best mix/option(s)** (aka, a “hybrid” layout of aerial and underground solutions).
- **Recommendations on ownership** and/or leasing dark/lit fiber, conduit/ducts/buffer tubes, etc.

HR Green will help the City to develop a vision of the future for planned Fiber and Commercial Broadband deployments. During this vision work, various Broadband Service Models will be discussed. There are several models for fully private and fully public broadband networks, plus a growing range of municipally enabled broadband strategies that rely on a combination of public and private investment.

Despite the many ways that municipalities have gone about implementing their broadband programs, there are five main ways to do it, each requiring a different level of investment and engagement from the municipality. The five models are:

- Full Municipal Broadband
- Publicly Owned / Privately Serviced
- Hybrid Ownership
- Private Developer Open Access
- Full Private Broadband

HR Green will develop a report including the details about the various broadband business models and the outcomes from the discussion with City staff. This report will not include a detailed financial feasibility/assessment for a municipal broadband network. This could be developed in a future phase if the City desires it.

Task B - Telecommunications Master Plan

The master plan shall include a summary of all work performed in Task A. This effort will also identify how to leverage the available infrastructure, engage local assets and plan for emerging technologies, possibly including street light infrastructure (masts, conduit, etc.), aerial and underground assets, and related infrastructure. This phase includes interconnecting city facilities only.

This plan will include the report from the discussion with City staff about the City’s role in the future of managing the wireless and wireline (e.g., fiber optics) within the City limits and explore an array of approaches to community-based broadband services serving your residents through the development of a backbone network.

As part of the Telecommunications Master Plan, we will conduct a review of potential **funding sources** with City staff that would identify how to leverage Department of Local Affairs (DOLA) / Colorado Broadband Office (CBO) as well as other federal and state funding sources to create the backbone network that will be identified in the **Fiber Optic Conceptual Plan**. This plan will be

coordinated with an update to the 2018 El Paso County Broadband Master Plan now underway by HR Green.

Telecommunications Planning Primary Goals will include developing:

- A. A high-level understanding of the level of telecommunications activity in the region and statewide.
- B. The results of the assessment highlighting what services and local technologies are available to the City.
- C. Recommendations on how these assets can best be leveraged.
- D. An order of magnitude cost estimate to provide wholesale connections to the worldwide web.
- E. Results of the Group or Zoom meetings with incumbent telecommunication providers and key stakeholders/agencies. Any requirements imposed on providers must be available publicly before applications are submitted, so finalizing these requirements is most urgent and should be a first step for most communities.

Telecommunications Planning Secondary goals will be developed and will include an exploration of:

- A. Understanding of service offerings and infrastructure owned and operated by private sector Internet Service Providers (ISPs) and incumbent telecommunications providers (e.g., CenturyLink, Comcast).
- B. Evaluate the array(s) of services capable of providing the “best fit.”
- C. Defining the City's interest in owning/leasing fiber

3.0 Deliverables and Schedules Included in this Agreement

Task A - Fiber Optic Layout and Conceptual Plan – Deliverables

- A visual database and graphics illustrating a possible City-owned fiber optic system
- Engineering cost estimates needed to perform a detailed design.
- Construction Cost Estimate A order of magnitude cost estimate for the construction of the City fiber optic backbone which will most likely be a hybrid of aerial, underground and co-located infrastructure
- Construction observation cost estimates to build a possible City-owned network, including construction inspection, proofing, “walk-out” and related services based on the study's findings.
- Rights-of-Way (ROW) – Develop high level review of needed rights-of-way (ROW) and easement requirements. While the study will not perform land surveying, or develop metes and bounds, precise legal descriptions needed to acquire the rights-of-way, a high-level summary of the likely requirements will be performed. This task can only be accomplished with City supplied right-of-way maps and access to IREA facility mapping.
- Notes from our meeting with CORE to better understand their requirements for a possible Pole Attachment Agreement (PAA).
- At the City's request, assist in developing RFP documents for a Light Detection and Ranging (LIDAR) based assessment of all infrastructure.

- Partnership model which includes constructing fiber by means other than CORE aerial, such as co-locating and sharing conduits, partnering with other public agencies (CDOT, CSU, El Paso County) and the private sector (Zayo, TDS, Peak, other ISPs, etc.).
- Engineering costs of alternatives based on aerial vs. underground.
- Determination of the best mix/option(s) (aka, a “hybrid” layout of aerial and underground solutions).
- Report detailing the outcomes from broadband service model discussions on ownership and/or leasing dark/lit fiber, conduit/ducts/buffer tubes, etc.

Task B - Telecommunications Master Plan – Deliverables

- The master plan shall include a summary of all work performed in Task A. This effort will also identify how to leverage the available infrastructure, engage local assets and plan for emerging technologies, possibly including street light infrastructure (masts, conduit, etc.), aerial and underground assets, and related infrastructure.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

Not Applicable

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Not Applicable

6.0 Client Responsibilities

To Be Determined

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to

the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Retainer

Not Applicable.

7.6 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis for Phase I Tasks A and B with a Not to Exceed fee of **\$39,950**. If costs exceed \$39,950, the City will receive completed receivables for Tasks A and B for no additional cost, unless the City has requested changes or additions to the receivables in which case, the COMPANY shall be compensated on an hourly basis for any additional work.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Colorado without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT, or the performance of the services shall be brought in a court of competent jurisdiction in the State of Colorado.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY **and the city**. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

The City of Woodland Park will at all times be considered as a co-owner of all reports, plans, estimates, specifications and related documents prepared specifically for the City of Woodland Park only. The City may apply its own retention and/or disposal policies to the deliverables directly related to this project.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify, and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications, or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment, and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during

which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys, and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of, or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of, or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way

commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third-party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

EXCLUSIONS:

- Geotechnical Explorations and designs
- Environmental Audits/Site Assessments
- Construction Observation
- Data Backup and Recovery

Municipal Advisor

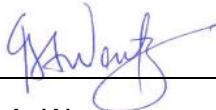
The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent



registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Approved by:



Printed/Typed Name: George A. Wentz

Title: Vice President Date: January 11, 2022

CITY OF WOODLAND PARK

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

CITY OF WOODLAND PARK, COLORADO
ORDINANCE NO. 1417
(Series of 2022)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WOODLAND PARK,
COLORADO AMENDING MULTIPLE TITLES OF THE WOODLAND PARK
MUNICIPAL CODE, REGARDING CODE PENALTIES AND VIOLATIONS**

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

WHEREAS, under such authority, the City has previously adopted certain provisions containing offenses and violations, including the penalties attached to them, codified throughout the Woodland Park Municipal Code (the “Code”); and

WHEREAS, Colorado House Bill 16-1309, “concerning a defendant’s right to counsel in certain cases considered by municipal courts,” concluded that both the United States and Colorado constitutions provide that an accused person has the right to be represented by counsel in criminal prosecutions, and that this constitutional right is interpreted to mean that counsel will be provided at municipal court, at a local government taxpayer’s expense, for indigent persons in all cases in which incarceration is a possible penalty; and

WHEREAS, Colorado Senate Bill 18-203, “concerning the provision of independent counsel to indigent defendants in municipal courts,” requires each municipality, on and after January 1, 2020, to provide, and pay for, independent indigent defense for each indigent defendant facing a possible jail sentence for a violation of a municipal ordinance; and

WHEREAS, the aforementioned recent state legislation has prompted the City to review the Code for offenses and violations for which incarceration or imprisonment is a possible penalty and evaluate where such a penalty is needed and where it is unnecessary in order to manager, prioritize and conserve taxpayer resources; and

WHEREAS, in performing this review, the City discovered other inconsistencies and redundancies throughout the Code related to penalties and violations that required clarification, correction and updating; and

WHEREAS, Colorado House Bill 13-1060, “concerning maximum municipal court fines,” raises the maximum amount a municipal court can fine from \$1,000 to \$2,650; 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 the Code as it relates to removing the penalty of incarceration or imprisonment for certain violations of the Code, increasing the maximum

amount the Municipal Court can fine for certain violations, and clarifying, correcting and updating all inconsistencies or redundancies as it relates to Code violations and penalties.

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. The following sections within Title 1 of the Woodland Park Municipal Code, concerning general provisions, are hereby amended to read as follows:

1.01.100 - Violations and penalties of this code ~~punishment~~.

It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this code. Any person who shall violate any of the provisions of this code shall be punishable by a fine of not more than ~~three hundred dollars or by imprisonment for a period of not more than ninety days or by both such fine and imprisonment~~ **two thousand six hundred and fifty dollars, and imprisonment shall not be a possible penalty except where specifically noted.** Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provisions of this code is committed, continued, or permitted by such person and shall be punished accordingly. In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this code shall be deemed a public nuisance and may be, by this city, summarily abated as such, and each day that such condition continues shall be regarded as a new and separate offense.

1.12.010 - Designated.

Whenever under the charter or any ordinance of the city heretofore or hereafter enacted, or any section, rule or regulation promulgated under the provisions or ordinances or promulgated under the authority of any ordinance hereafter enacted, any act is prohibited or is made or declared to be unlawful or an offense or misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or misdemeanor, or where a person fails to meet a standard of conduct or behavior described in the provisions of any ordinance or charter provision where no specific penalty is provided therefore: any person who is convicted of the violation of any such provision or other ordinance of the city hereafter enacted or of such rules or regulations shall be punished by a fine of not more than ~~one thousand dollars, or by imprisonment in jail not exceeding one year, or by both such fine and imprisonment or by any combination thereof~~ **two thousand six hundred and fifty dollars, and imprisonment shall not be a possible penalty except where specifically noted.**

1.16.030 - Satisfaction of fines—Inability to pay—Refusal to comply.

In the event any offender is given the opportunity of an alternate method of discharging his obligation to the municipality, and accepts the conditions incident thereto, and fails and neglects to perform such conditions, then such failure or refusal shall constitute a separate offense

against the ordinances of the city, and upon conviction of such offense, the offender may be punished by ~~imprisonment for not more than ninety days, the imposition of a fine of not more than three hundred dollars~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** or by both such imprisonment and fine; provided, however, that no such convicted person shall be confined for more than ninety days for any one conviction, except as herein provided for the willful failure to pay an imposed fine. In the event the court determines the maximum allowable penalty should be imposed, and finds the offender to be indigent, alternate requirements, as set forth in this chapter or devised by the court, shall be imposed.

1.24.040 - Penalty.

Any person who is convicted of a violation of this chapter shall be punished by a fine of ~~not more than three hundred dollars or by not more than ninety days in jail, or by both said fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

Section 3. Section 1.01.110 of the Woodland Park Municipal Code, concerning penalty sections of the Code, is hereby repealed in its entirety.

Section 4. Section 1.16.010 of the Woodland Park Municipal Code, concerning satisfactions of fines, refusal to pay and incarceration, is hereby repealed in its entirety.

Section 5. Section 2.44.040 of the Woodland Park Municipal Code, concerning local historical preservation, protection, and landmark designation, is hereby amended to read as follows:

2.44.040 - Proceedings of the city council.

All decisions required by the city council in this chapter shall pass or fail based on a two-thirds majority quorum vote.

...

N. Enforcement and Penalties. No person shall violate or permit to be violated any of the requirements of this chapter. Violators, if found guilty, shall be subject to a fine ~~not to exceed one thousand dollars and/or up to ninety days in jail~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.** In addition, ~~to those penalties,~~ the violator(s) are **also** subject to the following penalties:

1. Alterations to a landmark without approval will result in a one-year moratorium on all building permits for the subject property.
2. Moving or demolishing a landmark without approval will result in a five-year moratorium on all moving, demolition or building permits for the property at the structure's original location.

Section 6. The following sections within Title 3 of the Woodland Park Municipal Code, concerning revenue and finance, are hereby amended to read as follows:

3.04.200 - Compromise.

A. Compromise Limitation. After an assessment has become final because the taxpayer has waived its right to a hearing or because the hearing officer has issued his or her final decision, the revenue officer or city attorney may compromise to the extent of ~~one thousand dollars~~ **two thousand six hundred and fifty dollars** any collection proceedings arising under this code.

B. Compromise Record. Whenever a compromise, in value or valuation, of ~~one thousand dollars~~ **two thousand six hundred and fifty dollars** or less is made by the revenue officer, the city attorney or his designee in any case, there shall be placed on file in the office of the revenue officer or his delegate the opinion of the revenue officer or the city attorney, with his reasons therefor, which may include financial inability of the taxpayer to pay a greater amount, with a statement of:

1. The amount of tax assessed;
2. The amount of interest, additional amount, to the tax, or assessable penalty, imposed by law on the person against whom the tax is assessed; and
3. The amount paid in accordance with the terms of the compromise.

3.08.080 - License for vendors.

...

Doing business without a license is ~~a misdemeanor punishable by a fine, or imprisonment or both~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

3.08.290 - Retailer license—Application contents.

...

Any person selling tangible personal property at retail in Woodland Park who has never obtained a Sales Tax License, or any such person who continues to make such sales after his license has been revoked, shall be ~~deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished accordingly~~ **punishable by a fine as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

3.08.350 - Violations—Penalties.

It is unlawful for any person to violate any of the provisions of this chapter. Any violation of this chapter shall be punishable by a fine ~~of not more than one thousand dollars or by imprisonment in the county jail for not more than one year, or by both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

3.32.100 - Violation—Penalty.

Upon conviction, the municipal court shall punish any officer, agent or manager of a provider subject to this chapter who fails, neglects or refuses to make or file the annual statement of accounts as required herein by a fine ~~of up to one thousand dollars and/or a jail sentence of up to one year~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code**. Said penalty shall also be available to the court for imposition upon any provider who fails, neglects or refuses to pay the tax when and as due. Each day the statement or tax is delinquent is a separate and distinct offense.

Section 7. The following sections within Title 5 of the Woodland Park Municipal Code, concerning business licenses, is hereby amended to read as follows:

5.04.120 - Violation—Penalty.

Any person, firm, corporation, or association violating any of the provisions of this chapter shall be subject to immediate revocation of any license issued under this chapter and shall be punished upon conviction by a fine ~~not to exceed three hundred dollars or by imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** for each offense.

5.08.020 - Violation—Penalty.

Any person convicted of violating any of the provisions of this chapter shall be punished by a fine ~~not to exceed three hundred dollars or by imprisonment for not more than ninety days, or by both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code**.

5.09.130 - Violation—Penalty.

Violation of this chapter shall be deemed a violation of this municipal code and subject the violator to a fine ~~of not less than twenty-five dollars nor more than three hundred dollars or to imprisonment up to ninety days, or both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code**.

5.21.300 - Violation.

A. Any person who fails or refuses to obey or comply with or violates any of the provisions of this chapter commits a minor offense and upon conviction thereof, shall be punished by a fine ~~of not more than one thousand dollars (\$1,000.00)~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** for each separate violation.

Section 8. The following sections within Title 6 of the Woodland Park Municipal Code, concerning animals, are hereby amended to read as follows:

6.04.027 - Feeding wildlife.

...

(c) A violation of feeding wildlife shall be punishable by a fine ~~of not less than three hundred and fifty dollars for the first violation. Second violations of this section shall be punishable by a fine of not less than four hundred fifty dollars and not more than five hundred fifty dollars.~~

~~Third and subsequent violations may result in a fine up to one thousand dollars and or imprisonment not exceeding one year, or by both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

6.04.116. - Penalties.

(a) Each violation of any provision of this chapter shall be punishable upon conviction by a ~~maximum fine of not to exceed \$1,000.00 or by imprisonment in the county jail for not more than one year, or by both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

Section 9. The following sections within Title 8 of the Woodland Park Municipal Code, concerning health and safety, are hereby amended to read as follows:

8.04.190 - Violation—Penalty.

Any person, firm, corporation or partnership violating any provisions of this chapter, upon conviction, shall be punished by a fine ~~of not more than three hundred dollars, imprisonment for not more than ninety days, or by both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

8.08.280 - Violation—Penalty.

Any person, firm, corporation or association violating any provision of this chapter shall be punished upon conviction by a fine ~~not to exceed one thousand dollars or by imprisonment for not more than one year or by both such fine and imprisonment for each offense~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

8.12.040 - Violation—Penalty.

Any person, firm, corporation or association violating any provisions of this chapter shall be punished upon conviction by a fine ~~not to exceed three hundred dollars or by imprisonment for not more than ninety days or by both such fine and imprisonment for each offense~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.** A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

8.15.180 - Penalty for violation.

Any person, firm, corporation or association violating any provision of this chapter ~~shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than ten dollars, nor more than three hundred dollars, or by imprisonment of not more than ninety days in jail, or by both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

Section 10. The following sections within Title 9 of the Woodland Park Municipal Code, concerning public peace, morals, and welfare, are hereby amended to read as follows:

9.01.070 - Violation—Penalty.

Whenever in this title, any section or a rule or regulation promulgated under the provisions of this title any act is prohibited or is made or declared to be unlawful or an offense or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense or where a person fails to meet a standard of conduct or behavior described in the provisions of this title where no specific penalty is provided therefor, any person who shall be convicted of the violation of any such provision of this title or of such rules or regulations, shall be punished by a fine of not more than ~~three hundred dollars~~ **two thousand six hundred and fifty dollars** or by ninety days in jail or by both; provided, however, if at the time of the offense the person committing the offense is less than eighteen years of age, no jail sentence may be imposed against him or her.

9.28.020 - Penalty.

Upon conviction of the crime of assault the municipal court may sentence an offender to a term in the county jail not to exceed one year or a fine ~~of not to exceed one thousand dollars~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** or both such fine and imprisonment.

9.30.030 - Penalty.

Upon conviction of the crime of possession of marijuana and/or the possession of drug paraphernalia the municipal court may sentence an offender to a fine ~~not to exceed one thousand dollars~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code**.

9.30.040 - Sale of Marijuana grown for personal use; penalty.

...

B. In addition to any other penalties that may exist under state, federal, and local laws, violation of this section shall be punishable by a fine **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** ~~not exceeding one thousand dollars~~, or by imprisonment not exceeding one year, or by both such fine and imprisonment, ~~as set forth in the Municipal Code Section 1.12.110.~~

9.41.040. - Penalty for violation.

Any person violating any of the provisions of this chapter ~~shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding one thousand dollars, or be imprisoned for a period not exceeding one year, or by both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code**. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such under this chapter.

9.41.050. - Enforcement.

Violations of this chapter shall be prosecuted in the same manner as other ~~misdemeanor~~ violations of the city's code. No complaint shall be issued in the event the cause of the violation is removed, the condition abated or fully corrected.

9.59.060 - Penalty.

Upon conviction of the crime of fraud by check the municipal court may sentence an offender to a term in the county jail not to exceed one year or **impose a fine as set forth in Chapter 1.12 of the Woodland Park Municipal Code** ~~a fine of not to exceed one thousand dollars or both such fine and imprisonment.~~

9.61.030 - Violation—Penalty.

Any minor violating the provisions of Section 9.61.010 shall be dealt with in accordance with Section 9.01.070. Any parent, guardian, or other adult person having the care and custody of a minor violating Section 9.61.020 shall be punished in accordance with Section 9.01.070, **except that no term of imprisonment shall be imposed.**

9.66.020 - Penalty.

Upon conviction of the crime of possession and/or consumption of alcoholic beverages by an underage person the municipal court may ~~sentence a minor offender to a term in the juvenile detention facility as provided by law and~~ **impose** a fine ~~not to exceed one thousand dollars or both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.** An adult convicted of this crime may be sentenced to a term in the County jail ~~not to exceed one year or~~ **assessed** a fine ~~of not to exceed one thousand dollars or both such fine and imprisonment~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

9.80.090 - Penalty.

Upon conviction of the crime of unlawful use or sale of fireworks, the municipal court may sentence an offender to a term in the county jail not to exceed one year or **impose** a fine **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** ~~of not to exceed one thousand dollars or both such fine and imprisonment.~~

9.90.090 - Penalty.

Upon conviction of violations of this chapter, the municipal court may sentence an offender to a term in the county jail not to exceed one year or **impose** a fine **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** ~~of not to exceed \$1,000.00 or both such fine and imprisonment.~~

Section 11. The following sections within Title 12 of the Woodland Park Municipal Code, concerning streets and sidewalks, are hereby amended to read as follows:

12.02.020 - Violation—Penalty.

Any person violating any provision of this chapter shall be punished upon conviction by a fine ~~not to exceed three hundred dollars or by imprisonment for not more than ninety days, or both such fine and imprisonment for each offense~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

12.03.040 - Violation—Penalty.

Any person violating any provision of this chapter shall be punished upon conviction by a fine ~~not to exceed three hundred dollars or by imprisonment for not more than ninety days, or both such fine and imprisonment for each offense~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code.**

Section 12. The following sections within Title 13 of the Woodland Park Municipal Code, concerning utilities, are hereby amended to read as follows:

13.05.060 - Violations and punishment.

It shall be unlawful for any person to knowingly violate any provision or to fail to comply with any of the requirements of this chapter. Any person who violates any of the provisions of this chapter shall be punishable by a fine ~~of not more than one thousand dollars~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** or by imprisonment of not more than one year or by both such fine ~~an~~ **and** imprisonment. Each such person shall be guilty of a separate offense for each and every day during and portion of which any violation of any provisions of this chapter is committed, continued, or permitted by such person and shall be punished accordingly. In addition to the penalties herein above provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter shall be deemed a public nuisance and may be summarily abated by the city.

13.52.010 - Violation—Penalty.

Any person, firm or corporation who violates this title or any of its provisions shall, upon conviction thereof, be punished by a fine ~~not to exceed three hundred dollars~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code** or by imprisonment for not more than ninety days, or by both such fine and imprisonment. Each day of violation shall be considered a separate offense.

Section 13. Section 16.56.040 of the Woodland Park Municipal Code, concerning mobile homes, is hereby amended to read as follows:

16.56.040 - Violation—Penalty.

Any person who violates any provision of this title shall upon conviction be punished by a fine ~~of not less than five dollars nor more than three hundred dollars~~ **as set forth in Chapter 1.12 of the Woodland Park Municipal Code;** and each day's failure of compliance with any such provision shall constitute a separate violation.

Section 14. Section 20.04.060 of the Woodland Park Municipal Code, concerning flood damage prevention regulations, is hereby amended to read as follows:

20.04.060 - Penalties.

Any violation of any portion of the Flood Damage Prevention Regulations Code herein adopted is hereby declared to be unlawful and punishable as set forth in Chapter 1.12 ~~General Penalty~~ of the Woodland Park Municipal Code.

Section 15. *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 16. *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: Karen Schminke, Director of Planning & Building Services

DATE: January 20, 2022

SUBJECT: Approve Ordinance No. 1416, Series 2022 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.
(Presenter, Planning Director Karen Schminke)

BACKGROUND:

RECOMMENDATION: City Council approve Ordinance No. 1416 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.

ATTACHMENTS:

1. Family Child Care Homes Public Hearing Memo 1.20.22
2. HB 21-1222 signed
3. PC minutes 2021-12-09 draft
4. Ordinance - 1416, 2022 - Family Child Care Homes



City of Woodland Park City Council Memo

Public Hearing: January 20, 2022, 7pm

Agenda Item

Department

Presenter

Planning

**Karen Schminke
Planning Director**

AGENDA ITEM 10.A: Public Hearing on Ordinance No. 1416 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 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.

ATTACHMENTS:

1. HB 21-1222 signed
2. Planning Commission December 9, 2021 DRAFT minutes
3. Proposed Ordinance No. 1416, Series 2022

An Act

HOUSE BILL 21-1222

BY REPRESENTATIVE(S) Valdez A. and Van Winkle, Burnett, Caraveo, Carver, Catlin, Cutter, Daugherty, Duran, Esgar, Exum, Gonzales-Gutierrez, Gray, Jackson, Kipp, Lontine, Lynch, McCluskie, McCormick, McLachlan, Michaelson Jenet, Mullica, Ortiz, Pelton, Ransom, Ricks, Sandridge, Sirota, Tipper, Titone, Valdez D., Van Beber, Will, Williams, Woog, Young, Garnett, Amabile, Baisley, Bird, Boesenecker, Froelich, Geitner, McKean, Pico, Snyder, Sullivan, Woodrow; also SENATOR(S) Smallwood and Winter, Bridges, Buckner, Cooke, Danielson, Fields, Ginal, Gonzales, Hisey, Jaquez Lewis, Kirkmeyer, Kolker, Lee, Liston, Moreno, Pettersen, Priola, Rankin, Scott, Simpson, Sonnenberg, Story, Zenzinger, Garcia.

CONCERNING ALIGNING LOCAL GOVERNING AUTHORITY REGULATIONS TO
EXPAND OPPORTUNITIES TO ACCESS CHILD CARE IN FAMILY CHILD
CARE HOMES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) Colorado has a shortage of licensed, safe, and affordable child

care options, while at the same time there is a growing need for child care in order to bolster the economy and allow parents to work;

(b) Family child care homes provide an essential element of the child care network in both urban and rural parts of the state. In fact, in many counties, there are no licensed child care centers, making family child care homes the only option families have for licensed child care.

(c) Many parents prefer child care that is located in family homes within their neighborhood so their children can experience a home-like environment that is conducive to healthy and safe development.

(2) The general assembly further finds that:

(a) Zoning, land use development, building, and fire standards that vary across the state and that treat family child care homes differently from family residences are difficult for providers to meet, create undue hardship and barriers to entry, and negatively impact the number of providers willing and able to offer licensed child care; and

(b) The child care licensure rules promulgated by the Colorado department of human services provide rigorous protections for children's health and safety, including protective standards relating to fire and life safety, sanitation, and physical environment in family child care homes.

(3) Therefore, the general assembly declares that the regulation of family child care homes throughout the state is a matter of statewide concern and the inconsistent regulation by local governments relating to zoning, land use development, building codes, and fire and life safety hinders the ability of the state department of human services to license and inspect family child care homes and to provide accessible, safe, and affordable licensed child care options for all Colorado parents.

SECTION 2. In Colorado Revised Statutes, 26-6-104.5, **amend** (1) as follows:

26-6-104.5. Compliance with local government zoning regulations - notice to local governments - provisional licensure.

(1) (a) The department shall require any child care facility seeking licensure pursuant to section 26-6-104 to comply with any applicable

zoning AND LAND USE DEVELOPMENT regulations of the municipality, city and county, or county where the facility is situated. Failure to comply with applicable zoning AND LAND USE regulations ~~shall constitute~~ CONSTITUTES grounds for the denial of a license to a facility.

(b) NOTWITHSTANDING SUBSECTION (1)(a) OF THIS SECTION TO THE CONTRARY, THE AVAILABILITY OF SAFE, AFFORDABLE, AND LICENSED FAMILY CHILD CARE HOMES IS A MATTER OF STATEWIDE CONCERN. THEREFORE, PERMITTING FRAGMENTED REGULATION AMONG JURISDICTIONS IMPEDES AND INFRINGES UPON THE DEPARTMENT'S APPROPRIATE AND CONSISTENT LICENSING AND REGULATION OF FAMILY CHILD CARE HOMES THROUGHOUT THE STATE. ACCORDINGLY, LOCAL GOVERNING AUTHORITIES SHALL TREAT FAMILY CHILD CARE HOMES AS RESIDENTIAL PROPERTY USE IN THE APPLICATION OF LOCAL REGULATIONS, INCLUDING ZONING, LAND USE DEVELOPMENT, FIRE AND LIFE SAFETY, SANITATION, AND BUILDING CODES. LOCAL GOVERNING AUTHORITIES SHALL NOT IMPOSE ANY ADDITIONAL REGULATIONS GOVERNING FAMILY CHILD CARE HOMES THAT DO NOT ALSO APPLY TO OTHER RESIDENTIAL PROPERTIES, PROVIDED THAT THE FOREGOING DOES NOT RESTRICT AN AUTHORITY'S ABILITY TO PROHIBIT, ON A CASE-BY-CASE BASIS, THE OPERATION IN IMMEDIATELY ADJACENT RESIDENCES OF TWO OR MORE LARGE FAMILY CHILD CARE HOMES, AS THAT TERM IS DEFINED BY RULES BY THE DEPARTMENT THAT GOVERNS THE OPERATION OF FAMILY CHILD CARE HOMES, OR TO MANAGE THE FLOW OF TRAFFIC AND PARKING RELATED TO ADJACENT LARGE FAMILY CHILD CARE HOMES. RESIDENTIAL USE OF PROPERTY FOR ZONING PURPOSES INCLUDES ALL FORMS OF RESIDENTIAL ZONING AND, SPECIFICALLY, ALTHOUGH NOT EXCLUSIVELY, SINGLE-FAMILY RESIDENTIAL ZONING.

SECTION 3. In Colorado Revised Statutes, 26-6-106, **amend** (1)(a) as follows:

26-6-106. Standards for facilities and agencies - rules.

(1) (a) The department shall prescribe and publish standards for licensing. ~~Such~~ THE standards ~~shall~~ MUST be applicable to the various types of facilities and agencies for child care regulated and licensed by this part 1; except that the department shall prescribe and publish separate standards for the licensing of child placement agencies operating for the purpose of adoptive placement and adoption-related services. The department shall seek the advice and assistance of persons representative of the various types of child care facilities and agencies in establishing ~~such standards. Such~~

~~standards shall~~ THE STANDARDS, INCLUDING THE ADVICE AND ASSISTANCE OF THE DEPARTMENT OF PUBLIC SAFETY AND COUNCILS AND ASSOCIATIONS REPRESENTING FIRE MARSHALS AND BUILDING CODE OFFICIALS IN THE PROMULGATION OF ANY RULES RELATED TO ADEQUATE FIRE PROTECTION AND PREVENTION, AS ALLOWED IN SUBSECTION (2)(e) OF THIS SECTION, IN A FAMILY CHILD CARE HOME. THE STANDARDS MUST be established by rules promulgated by the state board of human services and ~~shall~~ be issued, and published, AND BECOME EFFECTIVE only in conformity with ~~the provisions and procedures specified in article 4 of title 24. C.R.S., and shall become effective only as provided in said article.~~

SECTION 4. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

November 2022 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



Alec Garnett
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Leroy M. Garcia
PRESIDENT OF
THE SENATE

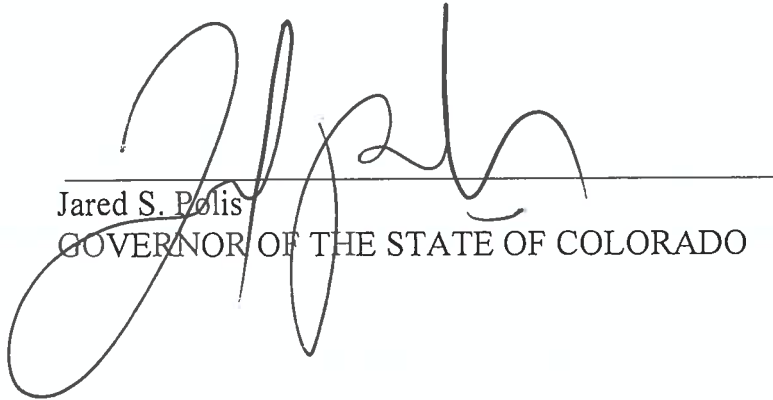


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED June 7, 2021 at 12:40 pm
(Date and Time)


Jared S. Polis

GOVERNOR OF THE STATE OF COLORADO

WOODLAND PARK PLANNING COMMISSION MEETING MINUTES for December 9, 2021

Council Chambers, 220 W South Avenue, Woodland Park

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

- 1. WORK SESSION** – Andrew Wommack Ministries, Inc. and Charis Bible College Vision Plan presentation. Planning Commissioners in attendance were DeVaux, Brown, Bunge, Hartsfield, Harvey, Larsen, and Nielsen. City Council members in attendance were Case, Nakai, and Zuluaga.

At 7:00 pm Director Riley opened the meeting and introduced Jon Romero and Chris Leiber from NES Consultants. Mr. Leiber introduced representatives from AWM, Inc and gave a brief over of the purpose of the Vision Plan. He turned the podium over to his colleague Mr. Romero who proceeded to describe the four sections of the Plan: Context; Capacities & Constrains; Strategies; and Vision. The Strategies section included four goals: shaping the vision; infrastructure and facilities; identity and placemaking; and partnerships. A priority of the Vision Plan is to begin construction of Student Housing South Campus and provide a mix of housing types on the North Campus. At the conclusion of Mr. Romero's presentation, he asked for the Commissioner's feedback. The Council members and Commissioner made comments and asked questions regarding: timeline and privatization of the student housing; access and traffic control; enrollment currently at 800 students with growth between 2,000 to 4,000 students over the next 30 years; economic impacts to Woodland Park and Teller County; preserving the steep slopes and unique natural features; fire mitigation and emergency access via Sturman Parkway; and sensitivity to Woodland Park's limited water supply as the Campus and student body grows. The Commissioners and Council members expressed appreciation for the information and opportunity to provide input.

- 2. ORDER AND ROLL CALL:**

Chairman Jon DeVaux called the meeting to order at 8:03 pm. Via Zoom

Present Commissioner Hartsfield
Present Commissioner Lee Brown
Present Commissioner Al Bunge
Present Commissioner Larry Larsen
Present Commissioner Shawn Nielsen
Present Commissioner Carrol Harvey
Staff Present: Planning Director Sally Riley, Planner 1 David Burgess, new
Planning Director Karen Schminke and City Attorney Nina Williams

Commissioner Ellen Carrick was absent and excused.

- 3. APPROVAL OF MINUTES:** The November 10, 2021 minutes were approved, as presented.

- 4. PUBLIC HEARINGS:**

- A. Recommend approval of an Ordinance amending 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. **(L)**

Director Riley gave a brief explanation of the new state legislation that requires local government to treat family child care homes as a permitted use by right for residential properties without local oversight. As a result, this ordinance removes most of the City's zoning codes related to family child care homes and defines it as "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 12 children, and for periods of less than 24 hours of care per day.” Attorney Williams provided additional clarification regarding HB21-1222.

Commissioners discussed adding further clarification to the text as follows:

1. Add to the family child care home definition in section 18.06.107.b the phrase, “which is operated by a person who resides in the same dwelling where the care is provided.”
2. Add the words “day care” in the definition after the word “providing”.
3. Add the word “applicable” in section 18.33.155.A after the words “and all”.

Chairman DeVaux opened public comment with no persons wishing to speak. Mr. DeVaux closed the public comment and turned deliberation back to the Commissioners.

Some Commissioners expressed concern about the loss of local control but understand that the state legislation trumps the local regulations for home-based child care. Attorney Williams read the three modifications to the text into the record.

MOTION: Commissioner Harvey moved, and Commissioner Brown seconded that the Planning Commission recommends that City Council approve an Ordinance amending 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 with the text modifications read into the record by Attorney Williams.

YES: DeVaux, Hartsfield, Brown, Bunge, Harvey, Larsen and Nielsen; **NO:** None
Motion PASSES 7-0.

This legislation will be heard by the City Council on January 6, 2022 for first reading and setting the public hearing on January 20, 2022.

5. REPORTS:

A. Ms. Riley introduced the new Planning Director Karen Schminke who gave a brief overview of her experience and education in the Planning profession. Welcome Ms. Schminke! The Commissioner’s thanked Director Riley for her service to the community and wished her well in retirement. The next Planning Commission meeting is on Thursday, January 13, 2022. No meetings are scheduled during Christmas and New Year’s holidays.

6. ADJOURN:

The meeting adjourned at 9:28 pm.

Approved this _____ day of _____, 2021 by _____
Jon DeVaux, Chairman

**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



STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM:

DATE: January 20, 2022

SUBJECT: Approve Ordinance No. 1410, Series 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.
(Presenters Charter Review Committee and City Attorney Geoff Wilson)

BACKGROUND: Councilmembers: These “redline” versions of the proposed charter amendment ordinances show technical corrections suggested by the Charter Review Committee integrated into the existing text of the ordinances, as proposed on first reading. These changes to the language, as with any other changes to the language of these ordinances that Council may vote to make, will have to be adopted as amendments to the ordinances at Council’s January 20 meeting, in order to be part of any charter amendment that you may choose to submit to Woodland Park voters.

RECOMMENDATION:

ATTACHMENTS: 1. Ord 1410 redline

Redline
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 and approval by a majority of those voting at the city election to be held on April 5, 2022.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC
HEARING THIS ____ DAY OF _____, 202~~1~~².

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

Redline
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
REFERENCES 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," AND "SHE," "HIS," "HER,") WITH GENDER NEUTRAL REFERENCES (SUCH AS "COUNCIL MEMBER," "MAYOR," "SUCH PERSONS PERSON'S)?	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, 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 and approval by a majority of those voting at the city election to be held on April 5, 2022.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS ____ DAY OF _____, 2022.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

Redline
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 **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 may 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 **and approval by a majority of those voting at the city election to be held on April 5, 2022.**

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

Redline
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 FOR ELECTED OFFICIALS INCLUDE AN AFFIRMATION THAT THE OFFICIAL OFFICER SWEARS TO TELL THE TRUTH IN PERFORMING THE DUTIES OF THE OFFICE?	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 3.13 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. **For elected officials only, the oath shall include that, and further that in performing the duties of the office the elected official 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 **and approval by a majority of those voting at the city election to be held on April 5, 2022.**

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS ____ DAY OF _____, 2022~~4~~.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

Redline
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 **officers and employees** ~~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. **Officers and employees** ~~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 **officers and employees** ~~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 and approval by a majority of those voting at the city election to be held on April 5, 2022.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS ____ DAY OF _____, 2022.

City of Woodland Park

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

City Clerk, Suzanne Leclercq

Redline
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 and approval by a majority of those voting at the city election to be held on April 5, 2022.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS ____ DAY OF _____, 2022+.

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: Karen Schminke, Director of Planning & Building Services

DATE: January 20, 2022

SUBJECT: Approval of the Board of Adjustment's Rules of Procedure
(Presenters Planning Director Karen Schminke and Board of Adjustment Chairman Lou Ramon)

BACKGROUND: Proposed updates to the Board of Adjustment Rules of Procedure which were last adopted in 2005.

RECOMMENDATION: MOVE to approve the Board of Adjustment's amended Rules of Procedure as presented.

ATTACHMENTS:

1. Rules of Proceedure memo to CC 1.20.22
2. FINAL BOA Redlined (copy) - 11.16.2021
3. FINAL BOA RULES OF PROCEDURE



City Council Staff Report Board of Adjustment – Rules of Procedure January 20, 2022

AGENDA ITEM

Approve the Board of Adjustment, Rules of Procedure as amended in 2022. (A)
(Presenter, Planning Director Karen Schminke, AICP)

BACKGROUND

Over the past 18 months, the Board of Adjustment (BOA) and staff have worked diligently to review and develop amendments to the Rules of Procedure. On November 15, 2021, the Board members voted unanimously to forward their recommended changes to the City Council for adoption in early 2022.

The original Rules of Procedure were adopted by the Board of Adjustment and the City Council on November 10, 1988, and subsequently amended in 2005. They have been unchanged in 16 years. Over the course of that time, and particularly in the past two to three years, a number of actions have come before the Board, most notably an appeal of a Planning Department ruling. These actions have highlighted that there are several changes that are needed to the current 2005 Rules of Procedure to better define and clarify them, and to eliminate duplication with the latest Municipal Code.

During this process, the Board has had the support of not only its Members, but also the Planning Department under Sally Riley and Legal Department.

On behalf of the Board, the BOA is pleased to present these proposed changes to the City Council for your consideration and approval so the Board can operate under them at the beginning of 2022.

BOA and STAFF RECOMMENDATION

MOVE to approve the Board of Adjustment's amended Rules of Procedure as presented.

ATTACHEMENTS

1. Redlined copy to show changes to the 2005 Rules of Procedures
2. Clean copy of the proposed 2022 Rules of Procedure

RULES OF PROCEDURE BOARD OF ADJUSTMENT

In compliance Section 18.51.090, of the City of Woodland Park Municipal Code, Zoning Ordinance, the Board of Adjustment may adopt rules of procedure consistent with applicable ordinance and chapter provisions; the following rules of procedure are hereby adopted by the City of Woodland Park Board of Adjustment and City Council.

SECTION 1.0 ESTABLISHMENT AND MEMBERSHIP

The Board of Adjustment was established by the adoption of the City of Woodland Park Municipal Code, Zoning Ordinance on December 15, 1969.

1.1 Membership. ~~Ref Municipal Code, Chapter 18.51.10 (add hot link) The Board shall consist of five regular members and at least two alternate members appointed by the City Council. No member of the Board shall be a member of any other City board, commission or City Council nor an employee of the City.~~ Members of the Board shall be residents of the City of Woodland Park and shall have resided within the City for at least one year prior to his or her appointment.

1.2 Terms. ~~Ref Municipal Code, Chapter 18.51.10 (add hot link) Members of the Board shall be appointed for three year, or incomplete terms.~~

1.3 Alternate Members. ~~Ref Municipal Code, Chapter 18.51.20 (add hot link) Alternate members shall meet the membership and term qualifications as stated above. In the absence of a regular member, the Chairman of the Board shall designate at the commencement of the meeting or hearing an alternate member to serve as, and fulfill the responsibility of, the regular member during his absence. Once so designated the alternate member shall not be replaced by a returning member other than at the commencement of an individual item.~~

1.4 Compensation. ~~Ref Municipal Code, Chapter 18.51.30 (add hot link) All members and alternate members of the Board shall serve without compensation.~~

1.5 Removal and Vacancy. ~~Ref Municipal Code, Chapter 18.51.40 (add hot link) A regular member or alternate member of the Board, once qualified, shall be removed during his term of office for just cause and upon two-thirds majority vote of the City Council. Unexcused absence by regular members from three consecutive meetings shall be deemed just cause. In the event of the death, resignation, or removal of any member or alternate member before the expiration of his term, a successor shall be appointed in the manner described in Section 18.51.010 of the Municipal Code, Zoning Ordinance for the unexpired portion of this term.~~

SECTION 2. 0 OFFICERS

The Board of Adjustment shall select from its membership two officers: A Chairman and Vice Chairman.

2.1 **Selection.** At the ~~first annual~~ meeting of each calendar year, the Board will select its officers from its regular membership. All officers are eligible for reelection

2.2 **Tenure.** The Chairman and Vice Chairman shall take office immediately following their election and shall hold office for a term of one year or until their successors are selected and assume office.

2.3 **Duties.** The Chairman shall preside at all meetings and hearings of the Board, shall decide all points of order or procedure, and shall appoint any committees that may be found necessary. The Vice Chairman shall assume the duties of the Chairman in the absence of the Chairman.

2.4 **Secretary to the Board.**

A. For all Board actions except during the hearing of an Appeal

- As the official designee of the City Clerk, the Secretary will be the City Planner or the City Planner's representative. The Secretary shall conduct all official correspondence subject to these rules at the direction of the Board, shall send out all notices required, keep the minutes of the Board's proceedings, **assist in keeping time limits on presentations and speakers**, and keep a file on each case which comes before the Board. For applications, the Secretary may issue the proper forms; ~~insure~~ **ensure** that information, maps and plats are compiled and ready for Board's review; cause vicinity property owners and other interested parties to be notified by mail of the time and place of hearings; and any other duties as determined by the Board.

B. During Appeal Hearings only

- **The official designee of the City Clerk during the appeal hearing itself will not be from the City Planner's Office in order to minimize perception of conflicts of interest. The duties of the secretary will be limited to taking the minutes of the meeting, assisting in keeping time limits on presentations and speakers and general conduct of the meeting in order to minimize perception of conflicts of interest,**

SECTION 3.0 MEETINGS

The following rules shall apply to the scheduling and the conducting of Board of Adjustment meetings.

3.1 Regular Meetings. Regular meetings shall be held the - third Monday of each month when requests are submitted which require Board action, or at the call of the Chairman.

3.2 Annual Meeting. ~~The annual meeting shall be held at the first regular meeting of the year.~~

3.2 Special Meetings. Special meetings may be called by the Chairman, or at the request of three members of the Board, or at the request of the City Planner.

3.3 Notice of Meetings. Notice of meetings shall be given by the secretary to the members of the Board at least six days prior to meetings and shall state the purpose, time, and place of the meeting.

3.4 Quorum. Ref Municipal Code, Chapter 18.51.50 (add hot link) ~~A "quorum" of the Board shall consist of four (4) members.~~

3.5 Public. All meetings, public hearings, records, and accounts shall be open to the public.

- A. Public Persons addressing the Board will direct their remarks to the entire Board and shall exercise proper respect and decorum. Any person (or persons) disrupting a Board meeting will be given one verbal warning and then will be asked by the Chairman to cease the disruptive behavior. In the event of any disturbance or disorderly conduct the Chairman will have the power to order any individual or group of individuals to be cleared or removed from the meeting and will have authority to appoint a member of the Police Department as a temporary sergeant at arms for the purpose of preserving order in the physical meeting room.
- B. The Board will only allow public comment related to areas over which the Board has jurisdiction and will politely halt any public discussion related to subjects over which the Board has no authority.
- C. The Board will allow time and order to be yielded to other speakers. In order to maintain an efficient meeting flow, the Chairman may limit the total amount of time any individual speaker may speak to 5 minutes and limit the total time for public comment. If the Chairman chooses to establish these time limitations for public discussion, they will be included in the posted meeting agenda, and he/she must also inform all in attendance at the start of the meeting.

3.6 Presenter Discussion. The Chairman may limit the scheduled time allocated for Variance Applicants, Appellants, and/or City presentations to 20 minutes each. If the Chairman chooses to establish these time limitations for presenter discussion, they will be included in the posted meeting agenda and he/she

must also inform all presenters at the start of the hearing

3.7 **Order of Business.** The Secretary shall prepare an agenda for each meeting and send it to each Board member as part of the notification process. The order of business may be as follows:

- A.) CALL TO ORDER AND ROLL CALL
- B.) PLEDGE OF ALLEGIANCE
- C.) APPROVAL OF THE MINUTES OF PREVIOUS MEETING
- C.) REQUESTS/PUBLIC HEARINGS
- D.) REPORTS
- E) ADJOURNMENT

3.8 **Voting.** Voting will be by roll call and will be recorded by yeas, nays, abstention, or absence. All members of the Board present, including the Chairman, are required to cast a vote for each motion. The minutes of the proceeding shall indicate the vote of each member on every matter acted upon, and shall indicate either the member's yea, nay, abstention or absence. In accordance with section 3.9, a member shall abstain if said member has declared a conflict of interest. The concurring vote of four (4) members shall be necessary on all matters upon which the Board is required to offer a decision under the provisions of the Zoning Title.

3.9 **Conflict of Interest.** Any member of the Board who has a direct or indirect interest, other than the common public interest, in any property or in the decision relating to such property, which shall be the subject matter of, or affected by, a decision of the Board, shall notify the Chairman in advance or any discussion of the agenda item. He/she shall be disqualified (**recused**) from participating in the discussion, decision, or proceedings of the Board in connection therewith. **A recused member shall be removed from the physical (or virtual) dais.** However, the member may participate as a member of the public. An alternate member shall be appointed by the Chairman of the Board of Adjustment to serve in place of that regular member having a conflict of interest, for only the purpose and time of resolving the question in which the conflict of interest for that regular member exists **at which time, the recused member shall return to the physical (or virtual) dais.**

3.10 **Unfinished Business.** Where all applications cannot be disposed of on the day set, due to length of meeting or extenuating circumstances, the Board may adjourn to a time and place certain or until the next regular or special meeting, as the Board may decide.

3.11 **Board Action.** The Board may not vote on an application until all fees have been paid, all information requested of the applicant has been supplied, and a public hearing has been conducted.

3.12 **Communications.**

- A. In Public Meetings: Board members shall not communicate using non-public media during a meeting. Board members shall not communicate in any electronic format with another Board member during a meeting.
- B. Outside of Public Meetings: Board Members shall not engage in ex-parte communications.

3.13 **Executive Session.** With proper justification (per City Code and procedures), any

Board member may request an executive session and present a motion to recess the Board meeting for an Executive Session. Upon a second to that motion and approval by a simple majority of the Board, the Chairman shall recess the meeting and relocate for the Executive Session. Board members shall keep confidential all written material and verbal information provided to them during executive session. The intentional dissemination of confidential information received in executive session, whether written or oral, shall constitute misconduct of the office. Board Members shall direct any person seeking disclosure of documents to City Staff for processing pursuant to the requirement of the Colorado Open Records Act.

3.14 **Confidentiality.** Board members shall keep confidential all information and written material provided to Board members when such information is exempt from disclosure under law.

SECTION 4.0 POWERS AND DUTIES.

The Board of Adjustment shall have the following powers and duties.

4.1 **Powers.** The Board shall have the powers granted by the Municipal Code as authorized by CRS 31-23-307, et. seq., and City of Woodland Park Municipal Code, Zoning Ordinance Section 18.51.140.

4.2 **Duties.** The Board shall have the following duties in duly exercising their powers.

A. Appeals.

- 1.) **Review.** The board shall review the application for an appeal, all papers constituting the record of the appeal, the ruling or order from which the appeal is taken, and the oral and written evidence presented to the Board at the public hearing.
- 2.) **Render Decisions.** The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed. **Only after reversing the order, requirement, decision or determination may the Board modify the whole or those parts which were reversed. They** shall make such decisions, or determinations as ought to be made, and to that end, shall have all of the powers of the administrative officer from whom the appeal is taken.
- 3.) **Determination of Findings.** Upon rendering a decision for an appeal, the Board shall state what information was considered pertaining to the appeal and what information was applicable to justify the decision.

4.) Effective Date of Decisions. Decisions rendered by the Board shall be effective immediately upon completion of the hearing associated with the appeal in question.

B. Variances

- 1.) **Review.** The Board shall review the application for a variance, a site plan of the proposed development, planning department

report, other applicable information, and the oral and written evidence presented to the Board at the public hearing.

- 2.) **Render Decision.** The Board may vary or modify the application of the City Municipal Code, Zoning Ordinance provisions, within limitations found in the Municipal Code, Zoning Ordinance, where there are practical difficulties or unnecessary hardships which exist due to a strict application of the regulation provisions. The Board shall evaluate requests for variances by using the variance criteria found in CRS 31-23-307. et. seq., and the City of Woodland Park Municipal Code, Zoning Ordinance, Section 18.60.010. In granting a variance, the Board may prescribe appropriate conditions.
- 3.) **Determination of Findings.** Upon rendering a decision for a variance, the Board shall state what information was considered pertaining to the variance and what information was applicable to justify the decision.
- 4.) **Effective Date of Decisions.** Decisions rendered by the Board shall be effective immediately upon completion of the hearing associated with the variance in question.

SECTION 5.0 PROCEDURES FOR HEARING CASES, RENDERING DECISIONS, DETERMINATION OF FINDINGS, AND THE APPEAL OF BOARD DECISIONS.

The following procedural rules shall apply to all requests coming before the Board of Adjustment:

5.1 Application Form. The applicant shall cause to be filed with the City Planner upon application forms provided by the Planning Department. The applicant shall complete the required application forms, providing all information requested by the forms and any additional information deemed necessary by the applicant and/or City Planner.

5.2 Scheduling of Hearings.

~~Generally, an application filed according to the above procedure will be given a case number within five working days from the date filed.~~ Applications will be assigned in the order in which they are received. ~~Cases assigned to the Board less than twenty-five (25) days prior to the regular meeting will automatically be set for hearing on the subsequent regular meeting agenda.~~ (Ref Municipal Code, Chapter 18.72.060)
(add hot link)

5.3 Public Hearing Requirements. The Board of Adjustment shall hold a public hearing on all applications subject to the notice provisions in City Charter and Code.

5.4 Public Hearing Rules and Order. The public hearing of the Board of Adjustment shall be held subject to the following general rules and order.

- A.) At the time of the public hearing the applicant may appear in his/her own behalf or be represented by agent or counsel. In the absence of any personal appearance on behalf of the applicant, the Board will proceed to act on or consider the matter on the forms and information provided.
- B.) Generally, the order of the hearing will be as follows:
 - 1. The Chairman presents the order of the hearing, introduces the application and opens the Public Hearing.
 - 2. The applicant states his/her reason and justification for the application.
 - 3. The City Planner reviews the application, regulation provisions, City policy, impacts, correspondence, and may offer his/her concerns, opinions and recommendations.
 - 4. The City Attorney may offer his/her concerns, opinions and recommendation.
 - 5. Any interested person may offer their concerns and opinions.
 - 6. The applicant offers rebuttal and may cross-examine any person making a comment or presentation.
 - 7. The Board entertains discussion and may seek answers to questions raised by the presentation, at any time.
 - 8. The Board reviews the appropriate criteria for the specific application.
 - 9. The Chairman closes the public comments portion of the hearing.

5.5 Request Deliberated.

The Board shall then deliberate the application. The Board may ask the applicant, City Planner, City Attorney and any other person present for comments and recommendations.

If the Board determines that additional information is needed, the case may be tabled to a scheduled date.

5.6 **Applicant May Withdraw or Request Tabling of the Application.** The applicant or appellant may withdraw his/her application or request the hearing of the application be tabled at any time prior to the decision by the Board of Adjustment.

5.7 **Decision Rendered.** The Board shall properly deliberate the application and render a decision. Final decision of any application shall be made in the form of a motion by anyone on the Board of Adjustment hearing the request.

5.8 **Written Determination of Findings.**

Every decision of the Board of Adjustment for an application shall result in the formulation of written determination of findings, which specify the exceptional conditions, the practical difficulties, unnecessary hardships, the reasons for granting or denying the application, and any approved conditions and safeguards.

The Secretary of the Board shall notify the applicant of its decision by forwarding a copy of written determination of findings to the applicant within fifteen (15) calendar days after the hearing and rendering of a decision. (Note: If the time limit expires on a Saturday, Sunday, or a State or City holiday, the expiration shall be on the nearest following non-holiday weekday.)

~~5.9 **Notification of Decision.** Within fifteen (15) days after the hearing and rendering of a decision, the Secretary of the Board shall notify the applicant of its decision by forwarding a copy of written determination of findings to the applicant.~~

~~5.10 **Rehearing of Application.** A rehearing of any decision of the Board may be made if the following : The motion to reconsider is made by a member of the Board and carried by not less than four affirmative votes, new evidence is submitted which could not reasonably have been presented at the original meeting, and the case is put on the agenda for rehearing at the next Board meeting.~~

SECTION 6.0 INFORMAL ADVICE.

The Board or individual members will not consider a request, informal or not, for advice on theoretical or actual situations which potentially may later come before the Board as an application for an appeal or a variance.

SECTION 7.0 AMENDMENTS.

A majority vote of all the members of the Board shall be necessary to amend these supplemental rules of procedure. Such proposed amendments will be presented in writing at any regular or special meeting of the Board of Adjustment.

These Rules of Procedure may be amended by majority vote of approval of the Board of Adjustment, followed by majority vote of approval of the City Council.

In Witness Whereof, the City of Woodland Park Board of Adjustment has Approved, Adopted and Signed these Rules of Procedure of the City of Woodland Park Board of Adjustment Upon the Day, Month and Year Specified Below. (The original Rules of Procedure were adopted November 10, 1988).

RULES OF PROCEDURE BOARD OF ADJUSTMENT

In compliance Section 18.51.090, of the City of Woodland Park Municipal Code, Zoning Ordinance, the Board of Adjustment may adopt rules of procedure consistent with applicable ordinance and chapter provisions; the following rules of procedure are hereby adopted by the City of Woodland Park Board of Adjustment and City Council.

SECTION 1.0 ESTABLISHMENT AND MEMBERSHIP

The Board of Adjustment was established by the adoption of the City of Woodland Park Municipal Code, Zoning Ordinance on December 15, 1969.

- 1.1 Membership.** Ref Municipal Code, Chapter [18.51.010](#). Members of the Board shall be residents of the City of Woodland Park and shall have resided within the City for at least one year prior to his or her appointment.
- 1.2 Terms.** Ref Municipal Code, Chapter [18.51.010](#).
- 1.3 Alternate Members.** Ref Municipal Code, Chapter [18.51.020](#).
- 1.4 Compensation.** Ref Municipal Code, Chapter [18.51.030](#).
- 1.5 Removal and Vacancy.** Ref Municipal Code, Chapter [18.51.040](#).

SECTION 2.0 OFFICERS

The Board of Adjustment shall select from its membership two officers: A Chairman and Vice Chairman.

- 2.1 Selection.** At the first meeting of each calendar year, the Board will select its officers from its regular membership. All officers are eligible for reelection.
- 2.2 Tenure.** The Chairman and Vice Chairman shall take office immediately following their election and shall hold office for a term of one year or until their successors are selected and assume office.
- 2.3 Duties.** The Chairman shall preside at all meetings and hearings of the Board, shall decide all points of order or procedure, and shall appoint any committees that may be found necessary. The Vice Chairman shall assume the duties of the Chairman in the absence of the Chairman.
- 2.4 Secretary to the Board.**
 - A. For all Board actions except during the hearing of an Appeal**

As the official designee of the City Clerk, the Secretary will be the City Planner or the City Planner's representative. The Secretary shall conduct all official correspondence subject to these rules at the direction of the Board, shall send out all notices required, keep the minutes of the Board's proceedings, assist in keeping time limits on presentations and speakers, and keep a file on each case which

comes before the Board. For applications, the Secretary may issue the proper forms; ensure that information, maps, and plats are compiled and ready for Board's review; cause vicinity property owners and other interested parties to be notified by mail of the time and place of hearings; and any other duties as determined by the Board.

B. During Appeal Hearings only

The official designee of the City Clerk during the appeal hearing itself will not be from the City Planner's Office in order to minimize perception of conflicts of interest. The duties of the Secretary will be limited to taking the minutes of the meeting, assisting in keeping time limits on presentations and speakers, and general conduct of the meeting in order to minimize perception of conflicts of interest.

SECTION 3. 0 MEETINGS

The following rules shall apply to the scheduling and the conducting of Board of Adjustment meetings.

3.1 Regular Meetings. Regular meetings shall be held the third Monday of each month when requests are submitted which require Board action, or at the call of the Chairman.

3.2 Special Meetings. Special meetings may be called by the Chairman, or at the request of three members of the Board, or at the request of the City Planner.

3.3 Notice of Meetings. Notice of meetings shall be given by the Secretary to the members of the Board at least six days prior to meetings and shall state the purpose, time, and place of the meeting.

3.4 Quorum. Ref Municipal Code, Chapter [18.51.050](#).

3.5 Public. All meetings, public hearings, records, and accounts shall be open to the public.

- A.** Public Persons addressing the Board will direct their remarks to the entire Board and shall exercise proper respect and decorum. Any person (or persons) disrupting a Board meeting will be given one verbal warning and then will be asked by the Chairman to cease the disruptive behavior. In the event of any disturbance or disorderly conduct the Chairman will have the power to order any individual or group of individuals to be cleared or removed from the meeting and will have authority to appoint a member of the Police Department as a temporary sergeant at arms for the purpose of preserving order in the physical meeting room.
- B.** The Board will only allow public comment related to areas over which the Board has jurisdiction and will politely halt any public discussion related to subjects over which the Board has no authority.
- C.** The Board will allow time and order to be yielded to other speakers. In order to maintain an efficient meeting flow, the Chairman may limit the total amount of time any individual speaker may speak to 5 minutes

and limit the total time for public comment. If the Chairman chooses to establish these time limitations for public discussion, they will be included in the posted meeting agenda, and he/she must also inform all in attendance at the start of the meeting.

3.6 Presenter Discussion. The Chairman may limit the scheduled time allocated for Variance Applicants, Appellants, and/or City presentations to 20 minutes each. If the Chairman chooses to establish these time limitations for presenter discussion, they will be included in the posted meeting agenda and he/she must also inform all presenters at the start of the hearing.

3.7 Order of Business. The Secretary shall prepare an agenda for each meeting and send it to each Board member as part of the notification process. The order of business may be as follows:

- A. CALL TO ORDER AND ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF THE MINUTES OF PREVIOUS MEETING
- D. REQUESTS/PUBLIC HEARINGS
- E. REPORTS
- F. ADJOURNMENT

3.8 Voting. Voting will be by roll call and will be recorded by yeas, nays, abstention, or absence. All members of the Board present, including the Chairman, are required to cast a vote for each motion. The minutes of the proceeding shall indicate the vote of each member on every matter acted upon, and shall indicate either the member's yea, nay, abstention, or absence. In accordance with section 3.9, a member shall abstain if said member has declared a conflict of interest. The concurring vote of four (4) members shall be necessary on all matters upon which the Board is required to offer a decision under the provisions of the Zoning Title.

3.9 Conflict of Interest. Any member of the Board who has a direct or indirect interest, other than the common public interest, in any property or in the decision relating to such property, which shall be the subject matter of, or affected by, a decision of the Board, shall notify the Chairman in advance or any discussion of the agenda item. He/she shall be disqualified (recused) from participating in the discussion, decision, or proceedings of the Board in connection therewith. A recused member shall be removed from the physical (or virtual) dais. However, the member may participate as a member of the public. An alternate member shall be appointed by the Chairman of the Board of Adjustment to serve in place of that regular member having a conflict of interest, for only the purpose and time of resolving the question in which the conflict of interest for that regular member exists at which time, the recused member shall return to the physical (or virtual) dais.

3.10 Unfinished Business. Where all applications cannot be disposed of on the day set, due to length of meeting or extenuating circumstances, the Board may adjourn to a time and place certain or until the next regular or special meeting, as the Board may decide.

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A. In Public Meetings. Board members shall not communicate using

non-public media during a meeting. Board members shall not communicate in any electronic format with another Board member during a meeting.

B. Outside of Public Meetings. Board Members shall not engage in ex-parte communications.

3.13 Executive Session. With proper justification (per City Code and procedures), any Board member may request an executive session and present a motion to recess the Board meeting for an Executive Session. Upon a second to that motion and approval by a simple majority of the Board, the Chairman shall recess the meeting and relocate for the Executive Session. Board members shall keep confidential all written material and verbal information provided to them during executive session. The intentional dissemination of confidential information received in executive session, whether written or oral, shall constitute misconduct of the office. Board Members shall direct any person seeking disclosure of documents to City Staff for processing pursuant to the requirement of the Colorado Open Records Act.

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SECTION 4.0 POWERS AND DUTIES

The Board of Adjustment shall have the following powers and duties.

4.1 Powers. The Board shall have the powers granted by the Municipal Code as authorized by CRS 31-23-307, et. seq., and City of Woodland Park Municipal Code, Zoning Ordinance Section [18.51.140](#).

4.2 Duties. The Board shall have the following duties in duly exercising their powers.

A. Appeals.

1. Review. The board shall review the application for an appeal, all papers constituting the record of the appeal, the ruling or order from which the appeal is taken, and the oral and written evidence presented to the Board at the public hearing.
2. Render Decisions. The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed. Only after reversing the order, requirement, decision or determination may the Board modify the whole or those parts which were reversed. They shall make such decisions, or determinations as ought to be made, and to that end, shall have all of the powers of the administrative officer from whom the appeal is taken.
3. Determination of Findings. Upon rendering a decision for an appeal, the Board shall state what information was considered pertaining to the appeal and what information was applicable to justify the decision.
4. Effective Date of Decisions. Decisions rendered by the Board shall be effective immediately upon completion of the hearing associated with the appeal in question.

B. Variances.

1. Review. The Board shall review the application for a variance, a site plan of the proposed development, planning department report, other applicable information, and the oral and written evidence presented to the Board at the public hearing.
2. Render Decision. The Board may vary or modify the application of the City Municipal Code, Zoning Ordinance provisions, within limitations found in the Municipal Code, Zoning Ordinance, where there are practical difficulties or unnecessary hardships which exist due to a strict application of the regulation provisions. The Board shall evaluate requests for variances by using the variance criteria found in CRS 31-23-307. et. seq., and the City of Woodland Park Municipal Code, Zoning Ordinance, Section [18.60.010](#). In granting a variance, the Board may prescribe appropriate conditions.
3. Determination of Findings. Upon rendering a decision for a variance, the Board shall state what information was considered pertaining to the variance and what information was applicable to justify the decision.
4. Effective Date of Decisions. Decisions rendered by the Board shall be effective immediately upon completion of the hearing associated with the variance in question.

SECTION 5.0 PROCEDURES FOR HEARING CASES, RENDERING DECISIONS, DETERMINATION OF FINDINGS, AND THE APPEAL OF BOARD DECISIONS

The following procedural rules shall apply to all requests coming before the Board of Adjustment:

5.1 Application Form. The applicant shall cause to be filed with the City Planner upon application forms provided by the Planning Department. The applicant shall complete the required application forms, providing all information requested by the forms and any additional information deemed necessary by the applicant and/or City Planner.

5.2 Scheduling of Hearings. Applications will be assigned in the order in which they are received. (Reference Municipal Code Chapter [18.72.060](#)).

5.3 Public Hearing Requirements. The Board of Adjustment shall hold a public hearing on all applications subject to the notice provisions in City Charter and Code.

5.4 Public Hearing Rules and Order. The public hearing of the Board of Adjustment shall be held subject to the following general rules and order.

- A. At the time of the public hearing the applicant may appear in his/her own behalf or be represented by agent or counsel. In the absence of any personal appearance on behalf of the applicant, the Board will proceed to act on or consider the matter on the forms and information provided.
- B. Generally, the order of the hearing will be as follows:
 1. The Chairman presents the order of the hearing, introduces the application and opens the Public Hearing.
 2. The applicant states his/her reason and justification for the application.
 3. The City Planner reviews the application, regulation provisions, City policy, impacts, correspondence, and may offer his/her concerns, opinions, and recommendations.

4. The City Attorney may offer his/her concerns, opinions, and recommendation.
5. Any interested person may offer their concerns and opinions.
6. The applicant offers rebuttal and may cross-examine any person making a comment or presentation.
7. The Board entertains discussion and may seek answers to questions raised by the presentation, at any time.
8. The Board reviews the appropriate criteria for the specific application.
9. The Chairman closes the public comments portion of the hearing.

5.5 Request Deliberated. The Board shall then deliberate the application. The Board may ask the applicant, City Planner, City Attorney, and any other person present for comments and recommendations. If the Board determines that additional information is needed, the case may be tabled to a scheduled date.

5.6 Applicant May Withdraw or Request Tabling of the Application. The applicant or appellant may withdraw his/her application or request the hearing of the application be tabled at any time prior to the decision by the Board of Adjustment.

5.7 Decision Rendered. The Board shall properly deliberate the application and render a decision. Final decision of any application shall be made in the form of a motion by anyone on the Board of Adjustment hearing the request.

5.8 Written Determination of Findings. Every decision of the Board of Adjustment for an application shall result in the formulation of written determination of findings, which specify the exceptional conditions, the practical difficulties, unnecessary hardships, the reasons for granting or denying the application, and any approved conditions and safeguards. The Secretary of the Board shall notify the applicant of its decision by forwarding a copy of written determination of findings to the applicant within fifteen (15) calendar days after the hearing and rendering of a decision. (Note: If the time limit expires on a Saturday, Sunday, or a State or City holiday, the expiration shall be on the nearest following non-holiday weekday.)

SECTION 6.0 INFORMAL ADVICE

The Board or individual members will not consider a request, informal or not, for advice on theoretical or actual situations which potentially may later come before the Board as an application for an appeal or a variance.

SECTION 7.0 AMENDMENTS

A majority vote of all the members of the Board shall be necessary to amend these supplemental rules of procedure. Such proposed amendments will be presented in writing at any regular or special meeting of the Board of Adjustment.

These Rules of Procedure may be amended by majority vote of approval of the Board of Adjustment, followed by majority vote of approval of the City Council.

In Witness Whereof, the City of Woodland Park Board of Adjustment has Approved, Adopted and Signed these Rules of Procedure of the City of Woodland Park Board of

Adjustment Upon the Day, Month and Year Specified Below. (The original Rules of Procedure were adopted November 10, 1988.)

To be effective upon the _____ day of _____, 2022.

Approved and Adopted by the BOA this _____ day of _____, 2021.

BOARD OF ADJUSTMENT

CHAIRPERSON

VICE-CHAIRPERSON

CITY OF WOODLAND PARK CITY COUNCIL

REVIEWED AND ADOPTED THIS _____ DAY OF _____, 2022

CITY COUNCIL:

ATTEST:

MAYOR

CITY CLERK

CITY OF WOODLAND PARK, COLORADO

RESOLUTION NO. 884, SERIES 2022

A RESOLUTION ESTABLISHING THE FORM AND PROCEDURES FOR THE APRIL 5, 2022 REGULAR MUNICIPAL ELECTION.

WHEREAS, pursuant to the Home Rule Charter of the City of Woodland Park, the Regular Municipal Election will be held on April 5, 2022; and,

WHEREAS, the City Council desires to establish the form and procedures for this Regular Municipal Election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland Park:

Section 1. That the Regular Municipal Election for the City of Woodland Park held on April 5, 2022 shall be conducted as a mail ballot election following the Colorado State Statutes concerning mail ballot elections and utilizing Rules and Regulations promulgated by the Secretary of State for the conduct of mail ballot elections.

Section 2. That the method of voting shall be the Secretary of State approved ES&S Voting systems under the direct supervision of the Designated Election Official for the City of Woodland Park, City Clerk Suzanne Leclercq.

ADOPTED THIS 20th DAY OF JANUARY, 2022.

Hilary LaBarre, Mayor Pro-tem

ATTEST:

Suzanne Leclercq, MMC. City Clerk

CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 885, SERIES 2022

A RESOLUTION OPPOSING THE IMPLEMENTATION OF MASK MANDATES ON THE EMPLOYEES OF THE
CITY OF WOODLAND PARK AND WITHIN THE CITY OF WOODLAND PARK FACILITIES

WHEREAS, on January 7, 2022 the city manager of the City of Woodland Park issued an order through electronic means stating “the City will be temporarily reinstituting an indoor mask mandate at City facilities. Please ask visitors to your respective facilities to wear masks...” ; and

WHEREAS, on July 8, 2021 Colorado Governor Jared Polis signed Executive Order D 2021 122 rescinding the previous Executive Order D 2020 003 which had declared a state of disaster emergency due to the presence of coronavirus disease 2019; and

WHEREAS, there exists no expressed authority granted to the city manager of the City of Woodland Park through the Charter and ordinances of the City of Woodland Park to implement such mandates onto the employees of the City of Woodland Park or Woodland Park citizens and visitors to the facilities of the City of Woodland Park; and

WHEREAS, it is both unwise and unlawful to prevent trained city professionals from performing essential job duties for the City of Woodland Park on the basis that an employee is following the medical advice of their personal physician, are following the tenet of their religious beliefs, or are exercising other strongly-held and constitutionally protected beliefs; and

WHEREAS, it is not the practice of the City of Woodland Park as an employer to refuse employment to a person, to bar a person from employment or to discriminate against a person in compensation or in a term, condition, or privilege of employment based on the person’s use of any medical prophylactic device; and

WHEREAS, it is not the practice of the City of Woodland Park to limit public accommodation by excluding, limiting, segregating, refusing to serve or otherwise discriminate against a person based on the person’s use of any medical prophylactic device; and

WHEREAS, the City Council of the City of Woodland Park encourages employees and visitors alike to thoughtfully consider a range of COVID-19 prevention strategies that align with their personal medical situation and religious beliefs including hand-washing, social distancing, use of medical prophylactic devices, staying home when sick, and or receiving a vaccine in each case it is their personal responsibility and freewill choice;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK,
COLORADO STATE THAT:

The City Council of Woodland Park does not approve of the mask mandate issued to city employees by the city manager on January 7, 2022 and opposes the requirements of any person to wear a face covering within city facilities.

The City Council of Woodland Park respectfully requests the City Manager to rescind the current mask mandate being enforced within city facilities.

Further, the City Council of Woodland Park respectfully request the City Manager refrain from imposing such mandates at any time in the future unless, and until, the authority to issue such restrictions is granted to the office of the city manager of the City of Woodland Park through ordinance by the City Council of the City of Woodland or amendment to the charter of the City of Woodland Park by a majority vote during a duly held election of the City of Woodland Park.

THE FOREGOING RESOLUTION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO AT A REGULAR MEETING HELD IN WOODLAND PARK, COLORADO ON THE 20th DAY OF JANUARY 2022.

Hilary Labarre, Mayor Pro-Tem

ATTEST:

Suzanne Leclercq, City Clerk



STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM:

DATE: January 20, 2022

SUBJECT: Mayor's Report

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None



STAFF REPORT

TO: Mayor Pro-Tem LaBarre and City Council

FROM:

DATE: January 20, 2022

SUBJECT: City Attorney's Report

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS: None