



City of Woodland Park City Council Agenda August 19, 2021

The Woodland Park City Council is pleased to have residents of the community take time to attend City Council Meetings. Attendance and participation is encouraged. Individuals wishing to be heard during Public Hearing proceedings are encouraged to be prepared and will generally be limited to five (5) minutes in order to allow everyone the opportunity to be heard. **PUBLIC COMMENTS ARE EXPECTED TO BE CONSTRUCTIVE.** ¹ Questions raised on non-agenda items may be answered at a later date by letter in order to facilitate proper research.

PLEASE SIGN IN TO SPEAK ON A PARTICULAR AGENDA ITEM

Written comments are welcome and should be given to the City Clerk prior to the start of the meeting. Written materials will not be accepted during regular agenda items in the interest of time.

7:00 PM

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS**

A. Proclamation Recognizing Organizers of 2021 Old-Fashioned Fourth of July Celebration.
(Presenter City Manager, Michael Lawson)

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

All matters listed under Consent Calendar are considered routine business by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Calendar and considered separately.

- A. Approval of the August 5, 2021 Regular City Council Meeting Minutes. **(A)**
(Presenter, Deputy City Manager/City Clerk)
- B. Approve contract in the amount of \$35,496 with Timberline Electrical Control Corp. for the System Controls and Data Acquisitions (SCADA) upgrade to the Water Treatment Plant.
(A)
(Presenter, Operations Deputy City Manager/Utilities Director Kip Wiley)

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA ¹

7. UNFINISHED BUSINESS

(Public Comment may be heard ¹)

- A. Approve Legal services Agreement between the City of Woodland Park and Wilson Williams LLP. **(A)**
(Presenter, Mayor Pro-tem LaBarre)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard ¹)

- A. Consider Ordinance No. 1403, Series 2021 on initial posting an Ordinance granting Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, its lessees, successors, and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a

natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Woodland Park, and set the Public Hearing for September 2, 2021. **(A)**
(Presenter, City Attorney Geoff Wilson)

9. PUBLIC HEARINGS

(Public comment may be heard ¹)

- A. Approve No. 1401, Series 2021 an Ordinance Approving the Purchase of Certain Water Shares. **(A)**
(Presenter, Operations Deputy City Manager/Utilities Director Kip Wiley)
- B. Approve Ordinance 1402, Series 2021 to vacate the common lot line and public utilities, drainage and private access easement between Lot 14C, Fairway Pines Filing No. 2C and Lot 15, Fairway Pines Filing No. 2 (240 and 250 Iron Eagle Point) as requested by Jon-Paul and Jill Schulman (Property Owner and Applicant) in the Shining Mountain Planned Unit Development (PUD) zone. **(QJ)**
(Presenter, Planning Director Sally Riley)

10. NEW BUSINESS

(Public comment may be heard ¹)

- A. Approve Resolution No. 881, Series 20201 a Resolution establishing 32 Multi-Family Residential Water Tap Allotments for Lot 1 of Brecken Heights. **(A)**
(Presenter, Operations Deputy City Manager/Utilities Director Kip Wiley)

11. REPORTS

(Public comment not necessary)

- A. Mayor's Report
- B. Council Reports
- C. City Attorney's Report
- D. City Manager's Report
 - 1. Sales Tax and Lodging Report June 2021.

12. ADJOURNMENT

*Per Ordinance No. 1391, Series 2021 posted on the City Website 8/13/2021

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

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Public comment is intended for the community to provide feedback to the City Council. In an effort to facilitate a productive meeting, we urge everyone to strive to be respectful of one another. Public Comment is not intended to be a platform for argument or abrasive conduct. City Council and staff will take note of your concerns and comments and will work towards providing a response at a later time as appropriate. We ask that you state your name and municipality of residence before you begin your comments. Comments will be limited to 5 minutes. We appreciate your assistance in creating an atmosphere of civility as we all work together for the betterment of our community.

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.



Proclamation Recognizing Organizers of 2021 Old Fashioned Fourth of July Celebration

- WHEREAS,** The City of Woodland Park takes pride in celebrating American independence with its annual Old Fashioned Fourth of July Celebration, a longstanding community tradition; and
- WHEREAS,** the Celebration was cancelled in 2020 due to the COVID-19 pandemic was at one time uncertain to return for 2021; and
- WHEREAS,** Gayle Gross of SOAR took the initiative and stepped in to organize the Celebration for the first time and invested many hours and her personal resources on behalf of the Woodland Park community; and
- WHEREAS,** was assisted by a large group of dedicated volunteers and City of Woodland Park employees both leading up to the event and on the day of the event itself; and
- WHEREAS,** many sponsors both from within and outside of the Woodland Park community pledged financial and in-kind support to help make the Celebration a reality; and
- WHEREAS,** the Celebration was major success, evidenced by the largest attendance that anyone could remember, and brought a welcomed sense of normalcy and enjoyment to thousands of attendees,

NOW, THEREFORE, the Members of the City of Woodland Park City Council hereby recognize Gayle Gross and SOAR, event volunteers, City staff, and event sponsors of the 2021 Old Fashioned Fourth of July Celebration. The Celebration faithfully honored both our nation and our community, giving the residents of Woodland Park, Teller County, and visitors a much-needed opportunity for fun, unity, and patriotism in the midst of a challenging year. On behalf of the Woodland Park community, the Council expresses its gratitude for the hard work of all involved in making the Celebration a success.

DONE THIS 19th day of August 2021 in the City of Woodland Park, Colorado.

Mayor Pro Tem Hilary LaBarre

Councilmember Stephanie Alfieri

Councilmember Kellie Case

Councilmember Catherine Nakai

Councilmember Rusty Neal

Councilmember Robert Zuluaga

ATTEST:

Woodland Park City Council
Council Chambers - City Hall
August 5, 2021
7:00 PM
(In Person/Via Zoom)

If interested in viewing the corresponding video / discussion related to the subject below you can go to the City's YouTube page to view the video. Time stamp after each item is noted for your convenience and corresponds with recorded video.

5:00 PM - CML Worksession - Kevin Bommer, Executive Director of CML

6:15 PM - Public Hearing - Removal of Jan Wilson as a DDA member.

Mayor Pro-tem LaBarre called the Public Hearing to order. The following Councilmembers and Staff were present: Mayor Pro-tem LaBarre, Councilmember Alfieri, Councilmember Case, Councilmember Nakai, Councilmember Neal, Councilmember Zuluaga, City Attorney Nina Williams, City Manager Michael Lawson and City Clerk Suzanne Leclercq.

Mayor Pro-tem LaBarre asked City Clerk Leclercq to read a letter she had received into the record from Jan Wilson. City Clerk Leclercq read the following:

"To the Council of Woodland Park Colorado:

At the time of my appointment to the DDA board I owned a building and a Curves business in the DDA district. I have since sold that building and closed my Curves business. I also have an alternation business which I still own and operate.

It is my understanding that a board member holds office until a qualified successor is appointed. I am not objecting to the council advertising my position if they wish to replace me with a qualified successor and I will gladly continue to serve until then.

However, please consider this my resignation effective today, Thursday, August 5, 2021.

Jan Wilson"

The Council accepted Ms. Wilson's resignation and directed City Clerk Leclercq to advertise for an open position on the DDA.

The Public Hearing concluded at 6:25 PM.

7:00 PM

1. CALL TO ORDER AND ROLL CALL

Mayor Pro-tem LaBarre called the meeting to order at 7:00 PM.

City Clerk Leclercq called roll with the following members of Council present:

Mayor Pro-tem LaBarre, Councilmember Alfieri, Councilmember Case, Councilmember Nakai, Councilmember Neal and Councilmember Zuluaga.

The following staff members appeared in person: City Manager Michael Lawson, City Attorney Geoff Wilson, City Clerk Suzanne Leclercq (via zoom), Planning Director Sally Riley, Management Analyst Rob Felts, and Utilities Director Kip Wiley.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS:

A. Appointments to the BOA and KWPB. [\(2.41\)](#)

City Clerk Leclercq reviewed that there were several openings for the Keep Woodland Park Beautiful Committee and that the Clerk's Office had received an application from Matthew Hayes interested in becoming a member. Council interviewed Matthew Hayes and Mr. Hayes shared his reasons for wanting to volunteer.

MOTION: To appoint Matthew Hayes to the Keep Woodland Park Beautiful Committee. Zuluaga/Neal. Motion carried 6-0.

City Clerk Leclercq shared that as a result of Catherine Nakai being appointed to the City Council that her seat on the Board of Adjustment had been vacated which has resulted in an open position for a permanent member. Leclercq reviewed that she has received two applications for this position from alternate members Nicholas Abercrombie and Christina Chapman.

Council interviewed both Nicholas Abercrombie and Christina Chapman.

MOTION: To appoint Nicholas Abercrombie as the permanent member of the Board of Adjustment. Zuluaga/Case. Motion carried 5 to 1 with Neal voting no.

City Clerk Leclercq administered the Oath of Office to Hayes and Abercrombie.

B. Vino and Notes Event announcement. [\(22.49\)](#)

Keith Meier, Executive Director for Habitat for Humanity shared that Vino and Notes would be taking place this Saturday in Memorial Park

C. Teen Court Presentation and Oath of Office. [\(28.17\)](#)

Administrative Assistant and Teen Court Coordinator Bev Hodges shared information on the Teen Court Program with the Council. Ms. Hodges introduced her newest volunteers and City Clerk Leclercq administered Oath of Office's to them. Mayor Pro-tem LaBarre presented the volunteers with Mayor's pins.

D. 1st Quarter Financial Report review. [\(37:08\)](#)

City Manager, Michael Lawson shared the 1st Quarter Financial review with the Council.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA:

A. None

5. CONSENT CALENDAR: (38:31)

A. Approval of the July 15, 2021 Regular City Council Meeting Minutes and the July 19, Special Meeting Minutes.

MOTION: To approve the July 15, 2021 Regular City Council Meeting Minutes and the July 19, Special Meeting Minutes. Case/Alfieri. Motion carried 6-0.

B. Approve Legal Services Agreement between the City of Woodland Park and Wilson and Williams LLP.

City Manager reported to the Council that this agreement would change the status of Wilson and Williams from interim attorneys to the City's permanent attorneys.

Council reviewed the Legal Agreement with Wilson and Williams LLP. Councilmember Zuluaga shared that he would be comfortable with letting things stay the same until November/December to see how things continue to go. Councilmember Case shared that she was comfortable with the agreement to continue services.

Mayor Pro-tem LaBarre invited Tanner Coy to speak. Mr. Coy shared concerns he had with legal advice that Wilson and Williams had given to the Council regarding an Executive session they held regarding DDA appointments.

MOTION: To continue with Wilson and Williams as interim attorneys until the 2nd meeting in November. Zuluaga/Neal. Motion carried 4 -2 with Nakai and Case voting no.

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA: (52:10)

- Gail Wingard shared the upcoming Main Street activities for the weekend.
- Don Dezellem shared that he felt there was a lack of transparency that took place with the recent appointments to the City Council and the DDA Board. Dezellem reminded the Council that they represent the people.
- Jerry Good wanted to publicly say thank you to Jan Wilson for all that she has done for the Community and shared that he will miss her.
- Elijah Murphy shared issues regarding transparency with the City Council and their most recent appointments to the DDA and Council. Murphy shared that he will be resigning from his position on the DDA.
- Tanner Coy shared his concern that he felt the City Council has violated open meeting laws regarding the Executive Session held on July 1, 2021. Coy shared that he felt it was an illegal meeting. Coy also shared that he felt that the manner in which the appointment of Councilmember Nakai was held was disgraceful. Coy read into the record a records request he was submitting to City Clerk Leclercq:

"Dear Ms. Leclercq,

Pursuant to the Colorado Open Records Act CRS 24-72-201 et. Seq. I request that you make available for inspection and copying any public records reflecting the discussions and decisions Mayor Pro-tem LaBarre referred to during agenda item 3C at the July 15th regular Council Meeting. If you are not the custodian of records for this request, please forward this letter to the appropriate person or let me know which person(s) has custody of these records.

I request a waiver of all fees for searching or copying these records in that the disclosure of requested information is in the public interest and will contribute significantly to the public's understanding of how the council operates and what is required of its council members. If there are any fees for searching or copy these records, please inform me if the cost will exceed \$20.

Please set a date and hour, within three working days following receipt of this letter, at which time the records will be made available for inspection. If access to these records will take longer, please cite the extenuating circumstances and let me know when I should expect copies or the ability to inspect the requested records.

I ask that records available in electronic format be saved to a thumb drive and I be notified by email at tannercoy@gmail.com.

If you deny any portion, or all, of this request, please provide me with a written explanation of the reason(s) for your denial, including a citation to each specific statutory exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law. If you conclude that portions of the records that I request are exempt from disclosure, please release the remainder of such records for inspection and copying, redacting only the portion or portions that you claim are exempt.

Please contact me with any questions about my request. Thank you for your time.

Tanner Coy"

- Michael Dalton - shared that he was concerned about his safety and shared his concerns with the Police Department and that he felt the Department was corrupt. Dalton also shared some concerns he had with the appointment of the interim Police Chief.

7. UNFINISHED BUSINESS:

A. None

8. ORDINANCES ON INITIAL POSTING

A. Consider Ordinance No. 1401, Series 2021 an Ordinance Approving the Purchase of Certain Water Shares and set the Public Hearing for August 19, 2021. [\(1:31:12\)](#)

Utilities Director asked that Ordinance No. 1401, Series 2021 and Resolution No. 879 be considered at the same time.

MOTION: To approve Ordinance No. 1401, Series 2021 approving the Purchas of Certain Water Shares and set the Public hearing for August 19, 2021. Neal/Case. Motion carried 6-0.

B. Approve Resolution No. 879, Series 2021, a Resolution authorizing the Purchas of Water shares from certain sellers, and appropriating cash from the Enterprise Fund for said purchase, and authorizing the mayor and City Clerk to execute and attest respectively the contracts with said sellers.

Utilities Director Wiley reviewed Resolution No. 879 with the Council.

MOTION: To Approve Resolution No. 879, Series 2021, a Resolution authorizing the Purchas of Water shares from certain sellers, and appropriating cash from the Enterprise Fund for said purchase, and authorizing the mayor and City Clerk to execute and attest respectively the contracts with said sellers. Neal/Case. Motion carried 6-0.

C. Consider first reading of Ordinance 1402, Series 2021 to vacate the common lot line and public utilities, drainage and private access easement between Lot 14C, Fairway Pines Filing No. 2C and Lot 15, Fairway Pines Filing No. 2 (240 and 250 Iron Eagle Point) as requested by Jon-Paul and Jill Schulman (Property Owner and Applicant) in the Shining Mountain Planned Unit Development (PUD) zone and schedule the public hearing for August 19, 2021. [\(1:34:42\)](#)

Planning Director Sally Riley introduced Ordinance No. 1402, Series 2021.

Mayor Pro-tem disclosed that she sold these lots as a realtor and no longer is involved with this project.

MOTION: To approve Ordinance 1402, Series 2021 to vacate the common lot line and public utilities, drainage and private access easement between Lot 14C, Fairway Pines Filing No. 2C and Lot 15, Fairway Pines Filing No. 2 (240 and 250 Iron Eagle Point) as requested by Jon-Paul and Jill Schulman (Property Owner and Applicant) in the Shining Mountain Planned Unit Development (PUD) zone and schedule the public hearing for August 19, 2021. Case/Nakai. Motion carried. 6-0.

9. PUBLIC HEARINGS

A. Approve Ordinance No. 1397, Series 2021 on repealing the 180-day occupancy limitation for the definitions of Recreational Park Trailers and Recreational vehicles. [\(1:37:14\)](#)

Planning Director Sally Riley reviewed Ordinance No. 1397, Series 2021 with the Council.

Mayor Pro-tem LaBarre opened up the Public Comment portion of the Public Hearing.

- Linda Martin cautioned the Council on the impacts to our citizens regarding this Ordinance.

MOTION: Approve Ordinance No. 1397, Series 2021 on repealing the 180-day occupancy limitation for the definitions of Recreational Park Trailers and Recreational vehicles. Alfieri/Zuluaga. Motion carried 5 - 1. Nakai voting no.

The time being 8:55 PM Mayor Pro-tem LaBarre called for a short recess.

Mayor LaBarre called the meeting back to order at 9:12 AM.

10. NEW BUSINESS

A. Approve Resolution No. 879. Series 2021 concerning remote Council Meetings, and in connection therewith amending the Woodland Park Council Rules of Procedure to establish parameters for such participation. [\(2:13:27\)](#)

Mayor Pro-tem LaBarre shared as per request from fellow Councilmembers that she would like to amend the Council Rules and Procedures to include means for remote meetings.

Council discussed the presented Resolution and asked for the following changes to the proposed Resolution. *(amendments in red)*

- 4.5 Remote Participation in a Regular or Special Meeting
 - i. Requirements for Remote Participation in Meetings

Add number 4. to read “Vacation one time per year”.

- iii. Arranging for remote participation

Add letter C to read “Contact City Clerk/and or Mayor via telephone for sudden illness, family emergency and road closures”

- ii. Meeting requirements concerning remote participation

3. At least one member of the City Council is present at the meeting add “unless extenuating circumstances”.

5. Telephonic or electronic participation shall only occur using applications approved by the City such as zoom.

MOTION: Approve Resolution No. 879. Series 2021 concerning remote Council Meetings, and in connection therewith amending the Woodland Park Council Rules of Procedure to establish parameters for such participation with noted amendments. Nakai/Alfieri. Motion carried 6-0.

City Clerk Leclercq will amend the Resolution prior to the Mayor’s signature.

- B. Approve Resolution No. 880, Series 2021 a Resolution activating the Council’s Advisory Committee known as the Charter Review Committee, originally established in 2000 for the purpose of continued reviews of the City’s Home Rule Charter. [\(2:40:19\)](#)

City Clerk Leclercq reviewed Resolution No. 880, Series 2021 with the Council. Leclercq shared that approval of this Resolution would allow her to advertise for the Charter Review Committee openings.

MOTION: Approve Resolution No. 880, Series 2021 a Resolution activating the Council’s Advisory Committee known as the Charter Review Committee, originally established in 2000 for the purpose of continued reviews of the City’s Home Rule Charter. Case/Neal. Motion carried 6-0.

Council codified that the Council Liaison for this committee will be Council Alfieri and the other Councilmembers on the Committee will be Councilmembers Nakai and Neal.

11. REPORTS [\(2:42:51\)](#)

A. Mayor Reports - Mayor Pro-tem LaBarre stated for the record that the Executive Session that the Public/Media keeps referring to was not an illegal Executive Session. LaBarre also stated regarding the appointment of Catherine Nakai that it was listed as an agenda item.

B. Council Reports - Councilmembers Case and Neal thanked Mayor Pro-tem for her statements and for sticking up for Council.

Councilmembers shared updates on their various Committees.

Councilmember Zuluaga asked that the following be placed into the Public Record:

August 5th, 2021

I would like the following comment entered into the record.

“Why did we have discussions about BOA and KWPB appointments before this Council tonight?

The last 5 appointments before council went straight to a vote without discussion. 4 positions on the DDA, one for City Council.

Can this body explain why discussions were made outside of the public eye on the past 5 appointments and now we have returned to open discussion?

It is my understanding that when Council participates in “Private hub and spoke” and “ABC meetings” these are a breach of the open meetings law and a violation of the Sunshine laws of Colorado. I am concerned that should the City of Woodland Park gets sued we could be required to unwind all the decisions made since these appointments.

Side discussions between Council members seem to have been acceptable on major decisions for our City in both DDA board appointments and the appointment of a Council Member; but on the less contentious appointments we pretend that discussion is important.

If I am in error that discussion of these above stated appointments were made on the record; can the Mayor Pro Tem or any of my colleagues here on the dais please reference the time stamp on our prior recorded meetings?

Now as for tonight’s appointments, what made these appointment difference?

And if it isn’t different, why did we deviate from public discussion on appointments of major import to our Citizens?

Thank you.”

Mayor Pro-tem LaBarre stated that she made the decision for no testimony by appointees so that no character assassinations would take place.

Councilmember Zuluaga stated that he made an oath of transparency and to uphold the Constitution and did not agree with this.

C. City Attorney’s Report -

D. City Manager’s Report

1. Salute to Veteran's Rally - update. City Manager Lawson shared that the TUP and Liquor License have both been approved for this event. Lawson shared that the recent Corn Hole Tournament was a success. Lawson also shared that the Mayors Cup and Citizens Academy were both coming up.

Lawson also shared that the City Staff have been very pleased with Wilson Williams Attorney Services.

12. ADJOURNMENT

Mayor Pro-tem LaBarre adjourned the Council Meeting at 10:27 PM.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS _____ DAY OF _____, 2021

Hilary LaBarre, Mayor Pro-tem

CITY OF WOODLAND PARK

**CONTRACT FOR SYSTEM CONTROLS AND DATA ACQUISITIONS (SCADA)
SERVICES**

=====

Type of Action Requested: Request for approval for SCADA upgrades with Timber Line Electric Control Corporation in the amount of \$35,496.00 to provide SCADA upgrades to the Water Treatment Plant.

Factual Findings:

- Existing SCADA for the City's other water facilities has already been upgraded and this will create better communication with those facilities
- This is a replacement of existing original equipment to the plant built in 1997
- This will provide redundancy for controlling the water plant systems
- Cellular and low frequency equipment do not work effectively and Motorola radios are the preferred choice
- Timber Line is the sole provider of Motorola in this area.
- We have worked with Timberline System Controls since 1996 and they know our facility/systems and we have a good working relationship
- Funds were approved and are available in the 2021 Budget (\$75,000)

Recommended Action:

Approve the contract for SCADA upgrades with Timber Line Electric and Control Corporation as presented, authorize the Mayor to sign said contract, and authorize the City Manager or Utilities Director to negotiate and approve task orders up to 10% of the contract price.



Timber Line Electric & Control Corporation

P.O. Box 793

Morrison CO 80465-0793

303-697-0440

Fax: 303-697-0450

Kim@TLECC.net

Date: 7/29/2021 Updated

Woodland Park Water

RE: TLECC Estimate for upgrade of FIU and control panel

REF: J5588

Dear Larry,

We are pleased to provide this quotation for your review.

1. All quotations issued, and orders received by **TLECC** are subject to final acceptance by our principal.
2. Shipping dates are based on the best information obtainable from suppliers **AT THE TIME OF QUOTATION.**
3. Quote is valid for 30 days from quote date.

Again, thank you for your inquiry. If we can be of further assistance, please do not hesitate to contact our office.

Sincerely,
Kim Evezich

1a	FIU Site 1600: Timber Line's recommendation is that the local I/O that is currently terminated on the Moscad be moved to the most recent Allen Bradley Compact Logix platform. This will consist of a AB 5069-L32ER controller with 7 modules. All AutoCAD documentation, programming, installation and startup are included.	\$30,596.00
1b	We can then upgrade the Moscad FIU to a simple ACE FIU unit (no I/O) to communicate with the remote sites. We have also included an Allen Bradley-to-Modbus communication	\$4,900.00

	device to pass remote data such as tank level to the start-stop commands terminated on the new Allen Bradley shown above.	
	<i>Total:</i>	<i>\$35,496.00</i>

Notes:

1. We have quoted the newest version of Allen Bradley Compact Logix, the 5069 platform. This should help to assure component viability for at least 20 years.
2. If the Compact Logix is installed at the FIU control panel, then the WTP will have Ethernet communications between the two Allen Bradley processors, the computer, and the Motorola ACE. (Per Larry, the 505 processor has already been installed in the filter PLC). It is unknown if additional Ethernet cable will need to be pulled.
3. At some point in the near future, Woodland Park will need to budget for replacing the filter control PLC with a Compact Logix. A budgetary SWAG for a future year is \$33,000.

Thank you!

Timber Line Electric and Control Corp. Terms and Conditions of Sale This quote is valid for 30 days, and is subject to change after that time frame. All quotations issued, and orders received by TLECC are subject to final acceptance by our principal or authorized representative.

Part numbers and shipping dates are based on the best information available at the time of quote and may change. Part numbers change frequently for items such as computers.

Shipping terms: Shipment times are based upon receipt of a written purchase order or contract and signed approval drawings. Unless otherwise noted, all materials are quoted Free On Board point of origin. TLECC's responsibility for loss ceases upon delivery to the carrier. Claims for loss or damage in transit must be made by Buyer against the carrier. If TLECC is delivering to job site, field off loading has not been included in pricing. Additional charges may be assessed for offloading. Buyer, general contractor, or owner shall be responsible for proper storage and handling following shipment.

TLECC's standard terms are Net 30 days with 1% per month late payment charges. These terms apply to materials and service work. Contract job terms are Net 30 days on a work-in-process basis. TLECC reserves the right to change these terms at any time, and has the right to modify the terms for individual customers. All sales are subject to acceptable credit rating of buyer. Any alteration to the terms stated on a TLECC quote will be considered a counter offer and is subject to acceptance in writing by a TLECC authorized representative. Unless clearly stated otherwise, no retainages will be allowed, or payment withheld pending third party payment. In the event of nonpayment, buyer will be subject to finance charges, collection costs and attorney's fees.

Sales, use and excise tax may be required by law. If buyer is tax exempt, buyer shall provide adequate documentation to TLECC. **If buyer is NOT tax exempt, Buyer is responsible for sales and use tax which will be charged on the materials of the job. Please request a sales tax estimate based on the correct sales tax district!**

Any order cancelled after 3 days of acceptance by TLECC may be subject to the cost of special materials, non-resellable goods and completed labor. In any event, TLECC reserves the right to charge the buyer for any and all expenses or labor incurred in connection with a purchase order. TLECC does not offer refunds on customized equipment.

In the event TLECC is unable to ship or deliver parts or perform services pursuant to any purchase order or other contract entered or accepted by TLECC due to a "Force Majeure" such as an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to timely receive necessary government approvals, government restraint or any other cause, which is not reasonably within the control of TLECC, TLECC's obligations under the purchase order or other contract shall be suspended during such Force Majeure. If the Force Majeure cannot be promptly removed in TLECC's sole opinion, at TLECC's sole option, the purchase order or other contract may be terminated without further obligation or liability on the part of either party.

TLECC honors a 1 year warranty on new equipment. This includes repair or replacement of said equipment at TLECC's discretion. The equipment warranty does not include the travel or labor to troubleshoot equipment. TLECC may include the labor at TLECC's discretion. TLECC will honor a 90 day warranty on all installation labor. Except for those expressly provided for herein, no other warranty express or implied applies. TLECC is not liable for lightning damage, vandalism, or acts of God. Warranty will be void on equipment which has been serviced by persons other than TLECC employees. Limitations of liability: TLECC is not responsible for any modification or repairs to TLECC products made by persons other than TLECC personal. Timber Line is not liable for any and all consequential and incidental damages arising out of, or in connection with any purchase order or contract for equipment or services. This includes but is not limited to installation, service, or product's failure to perform, in connection with purchase order, contract, or verbal request for service.



City of Woodland Park Staff Report for City Council

Meeting Date	Agenda Item
August 19, 2021	7a
Department	Presenter
City Manager's Office	Michael Lawson, City Manager

Item Title

Contract for City Attorney

History

In February 2021, the City's in-house attorney resigned. The City Council interviewed three private firms to fill the role of the City's Interim City Attorney. From that process, Geoff Wilson and Nina P. Williams of Murray Dahl Beery & Renaud, LLP were selected. Shortly afterward, Mr. Wilson and Ms. Williams left Murray Dahl and formed their own firm, Wilson Williams LLP. Wilson Williams has fulfilled the role of Interim City Attorney since that time.

At the time Mr. Wilson and Ms. Williams were selected, the City Council expressed wanting to revisit how to permanently fill the role of City Attorney in the summer of 2021.

Summary

Approximately six months have elapsed since Wilson Williams LLP began serving at the City's Interim City Attorney. Per Council's stated wishes to make a decision on a permanent City Attorney in the summer of 2021, staff is seeking Council's direction in preference in hiring for that position.

Council may choose to pursue one of three options for appointment of a permanent City Attorney at this time:

1. Appointment of Wilson Williams LLP as the City's permanent City Attorney
2. Conduct an RFP process to select a private firm to serve as the City's permanent City Attorney
3. Conduct a hiring process for an in-house City Attorney

The Council may also take more time to consider its options and continue with Wilson Williams as the Interim City Attorney.

Wilson Williams LLP has expressed it is willing to serve as the City's permanent City Attorney. The firm has committed to providing comprehensive legal services for the City within or below the total amount budgeted for the in-house City Attorney in 2021 of \$172,322, prorated to the firm's hire date in February. The firm has committed to doing the same in 2022.

Wilson Williams has also committed to assessing its same fee schedule (i.e. hourly rate of \$215.00 per hour for the partners' time) for three years from the execution date of the proposed contract. This fee schedule is the same assessed by the firm for its Interim City Attorney contract. All other terms of the

interim City Attorney contract would carry over into the contract for the permanent attorney. The City may choose to terminate the contract at any time it wishes.

Staff Recommendation

Staff recommends approving the contract proposed by Wilson Williams LLP.

For its part, staff has been pleased with the quality of service provided by Wilson Williams. The firm has provided excellent customer service and is highly responsive to staff's needs. Continuing with the firm will also prevent the costs involved with transitioning to another firm or individual in the midst of a number of ongoing legal matters.

Question for Council

Does the Council wish to contract with Wilson Williams LLP to serve as the permanent City Attorney?

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is between the **CITY OF WOODLAND PARK**, a Colorado home rule municipality ("City"), and **WILSON WILLIAMS LLP** ("Law Firm") under which the Law Firm shall perform legal services for the City.

WHEREAS, pursuant to Article VI, Section 6.1 of the City of Woodland Park Charter, the City Council of the City previously appointed the Law Firm as its Interim City Attorney, by formal action at their regular meeting on March 4, 2021; and

WHEREAS, the City Council now wishes to appoint the Law Firm as its City Attorney, pursuant to Article VI, Section 6.1 of the City Charter; and

WHEREAS, by formal action at their regular meeting on August 5, 2021, the City Council approved said appointment of the Law Firm as City Attorney.

NOW THEREFORE, the City and the Law Firm agree as follows:

1. Scope of Legal Services. The Law Firm will provide any and all legal services requested of it by the Mayor, City Council, City Manager, and any boards or employees of the City authorized by the Mayor, City Council or City Manager to request legal services of the Law Firm. Such services shall include, but are not limited to the following:

a. Attend regular and special meetings of the City Council; attend work session meetings of the City Council as requested.

b. Attend meetings and conferences with City Council, City boards and commissions, City staff and officers as directed by the Mayor, City Council or the City Manager.

c. Prepare and/or review ordinances and resolutions.

d. Prepare and/or review contracts for services, materials and real estate involving the City.

e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the City Council, City Manager, and City staff.

f. Represent the City in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities, affecting the City.

g. Represent the City in litigation matters involving the City.

h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.

i. Perform such other duties as may be prescribed by the Mayor, City Council, or City Manager.

The Law Firm agrees to exert its best efforts on behalf of the City and to handle the matters for which representation has been requested of it faithfully and with due diligence. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the City will be achieved. No settlement or compromise will be made without the City's consent.

2. Identification of Client. It is understood that the Law Firm's client for purposes of its representation is the City of Woodland Park and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. Term. It is understood that the City Attorney serves at the pleasure of the Mayor and City Council, and this Agreement shall therefore be for an indefinite term.

4. Performance Review. The parties agree that the performance of the City Attorney shall be reviewed by the City Council and City Manager annually.

5. Designated City Attorney. Subject to other direction from the City, Geoffrey Wilson and Nina P. Williams will serve will serve as the designated City Attorneys. The City Attorney may delegate certain research or drafting projects or other matters to other attorneys in the Law Firm who have expertise in the area of the legal services requested; however, any such delegated work will be performed directly under their supervision and responsibility.

6. Management. At least quarterly, the City Attorney will confer with the City Manager to identify legal service priorities, and to plan for the management of the legal services budget.

7. Compensation and Expenses. The City will compensate Law Firm for professional legal services as indicated below. Expenses such as photo copying will be charged at the rates set forth on the attached **Schedule of Costs**.

<u>Attorney</u>	<u>Hourly Municipal Rate</u>
Geoffrey Wilson	\$ 215.00
Nina P. Williams	\$ 215.00
Partners	\$ 215.00
Paralegals/Support staff	\$ 95.00
Associates	\$ 175.00

a. *Other Expenses.* In addition to the foregoing hourly rates for legal services fee, The Law Firm shall charge and the City shall pay all costs incurred by the Law Firm in providing legal services to the City. Examples of such costs include charges for filing fees, depositions, expert witnesses, consultants, travel, long distance telephone, computer research, photocopies, scanning, color printer, messenger service, etc. The City shall, upon request of the Law Firm, advance to the Law Firm the payment of any single item of cost that exceeds Five Hundred Dollars (\$500.00). A copy of the Schedule of Costs is attached hereto as Exhibit A.

b. *Monthly Billings.* The Law Firm will bill the City on a regular basis, normally each month, for both fees and disbursements. All bills will reflect services already performed and disbursements already made and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the City fails to pay any charges within 90 days of the date of the bill the Law Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.

c. *Rates Generally.* The Law Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services provided under this agreement for a period of three (3) years from the effective date of this agreement.

8. Billing Statement. The Law Firm will provide a computer generated billing statement each month setting forth the following information in a readable, detailed format:

- a. The date services are provided.
- b. The description of those services.
- c. The legal professional performing those services.
- d. The applicable hourly rate.
- e. The amount of time expended.
- f. A total of the cost of those services.

g. With respect to disbursements and other expenses, the billing statement will indicate the date, the item of expense and the cost of that expense in a cumulative total of all expenses that month.

9. Miscellaneous. The City may terminate this Agreement at any time. If the City discharges the Law Firm, the City shall pay all fees and costs incurred to the date of termination. Subject to the Colorado Rules of Professional Conduct and any applicable court rules, the Law Firm may, after reasonable advance written notice to the City, terminate this Agreement. If the Law Firm terminates this Agreement, the City shall pay all fees and costs incurred to the date of termination.

10. Arbitration. Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The City and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the City and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.)

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbiter Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the City and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

11. Document Retention. The City acknowledges that the files the Law Firm creates and compiles for work on the City's matters, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm's policy to destroy all files (including all documents and materials therein), seven (7) years after we send such files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the City will not receive further notice prior to the destruction of these files. Accordingly, if the City wishes to maintain a record of any matter beyond our retention period, the City should consider maintaining its own files relating to the matters that we are handling.

12. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado.

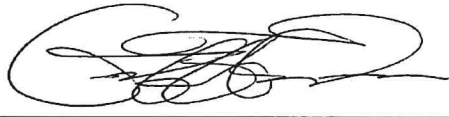
13. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto.

14. Prior Agreements. This Agreement shall supercede all prior agreements between the parties concerning the provision of legal services.

15. Signature. THE LAW FIRM AND THE CITY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this 5th day of August, 2021.

WILSON WILLIAMS LLP

By: 
Geoffrey Wilson, Partner

Date: _____

CITY OF WOODLAND PARK, COLORADO

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
Suzanne Leclercq, Asst. City Manager
and City Clerk

EXHIBIT A

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Faxes:** There is no charge for faxes received or for faxes sent within the local calling area. For faxes sent outside of the local calling area, the Client is charged for the long distance telephone connection.
3. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
4. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
5. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
6. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
7. **Lodging:** Costs of lodging, when authorized by the City, are passed along at the actual amount paid.
8. **Other Costs:** Other third party costs will be billed to Clients at the same rate the Firm is billed for the third party services.

WILSON WILLIAMS LLP
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their Clients of their policies regarding privacy of Client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this privacy policy. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our Clients with legal services, we collect personal and financial information about our Clients that is not available to the public and which is provided to us by our Clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a Client of Wilson Williams LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

CITY OF WOODLAND PARK
ORDINANCE NO. 1403, Series 2021

An Ordinance granting Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, its lessees, successors, and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Woodland Park, Colorado

WHEREAS, the City's franchise permitting Black Hills Energy to utilize various rights of way and public property within the City for location of various natural gas distribution infrastructure is due to expire in September of 2021; and

WHEREAS, the City Council finds that granting a new franchise for such purposes is in the interests of the citizens of the City of Woodland Park.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Woodland Park, Colorado, that the following franchise with Black Hills Energy be adopted as an ordinance of the City of Woodland Park:

(1) FRANCHISE GRANTED

The City of Woodland Park, Colorado (hereinafter referred to as "Grantor") hereby grants a non-exclusive franchise to Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, (hereinafter referred to as "Grantee"), its lessees, successors, and assigns. Grantee is hereby granted the right, privilege, franchise, permission, and authority to lay, construct, install, maintain, operate, and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way, and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits, and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

(2) TERM

This franchise shall take effect on the first day of the month following the date this Ordinance is finally approved by the Colorado Public Utilities Commission (the "Effective Date"), at which time the Grantee will begin to collect the franchise fee set forth herein, and this franchise shall remain in effect for a period of twenty-five (25) years from the Effective Date of this Ordinance.

(3) FRANCHISE FEES OR TAXES

In exchange for the franchise granted herein, Grantee shall collect from its residential and commercial customers, but not from the City of Woodland Park, located within the corporate limits of Grantor and pay to Grantor an amount equal to three percent (3%) of gross receipts Grantee derives from the sale, distribution, or transportation of gas delivered within the present or future limits of Grantor. Gross receipts as used herein are revenues received from the sale, distribution or transportation of gas, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other fees, charges, taxes or assessments which the Grantor may impose for the privilege of doing business within the present or future corporate limits of Grantor, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Grantor imposes any such fee, charge, tax or assessment, the payment to be made by Grantee in accordance with this section shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Grantee. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee's obligations under this section.

Any consideration hereunder shall be reported and paid to Grantor by Grantee on a quarterly basis, and such payment shall be made not more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of the term of this Ordinance.

Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Colorado Public Utilities Commission or other authority having proper jurisdiction prohibits such recovery, then Grantee will no longer be obligated to collect and pay the franchise fee. Any customer refunds ordered by the Commission or other authority due to an unlawful or prohibited collection of the franchise fee collected by Grantee and remitted to Grantor shall be refunded by Grantor.

Within ten (10) days of the Effective Date of this Ordinance, Grantor shall provide Grantee with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Grantee in determining whether their customers reside within Grantor's corporate limits. The Map along with Grantee's Geographic Information System ("GIS") mapping information shall serve as the basis for determining Grantee's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Grantor's corporate limits are changed by annexation or otherwise, it shall be the Grantor's sole responsibility to (a) update the Map so that the changes are included therein, and (b) provide the updated Map to the Grantee.

Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after Grantee's receipt from the Grantor of an updated Map including the annexed area, or (b) after Grantee's receipt from the Grantor of an updated Map including the annexed area as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee; provided, further that neither party shall have the obligation to correct a mistake, including but not limited to collection of the fee by Grantee from its customers or remittance of that fee by Grantee to Grantor, that is discovered more than one (1) year after the occurrence thereof. To the extent permitted by law,

Grantor shall indemnify Grantee from claims of any nature, including attorney fees, arising out of or related to the imposition and collection of the franchise fee. In addition, Grantee shall not be liable for paying franchise fees from or to any customer originally or subsequently identified, or incorrectly identified, by Grantor or by Grantee, as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Grantor shall have access to and the right to examine, during normal business hours, such of Grantee's books, receipts, files, records, and documents as is necessary to verify the accuracy of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, the mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor.

Five (5) years from the date of enactment of this Ordinance, and every five (5) years thereafter until the end of the term as defined herein, Grantor may review the percent of gross receipts payable to Grantor pursuant to this Ordinance. Grantor shall notify Grantee in writing, no later than one hundred and eighty (180) days before each five (5) year anniversary of the Effective Date if it desires to amend the percent of gross receipts collected from Grantee's customers and payable to Grantor.

(4) GOVERNING RULES AND REGULATIONS

The franchise granted hereunder is subject to all conditions, limitations, and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality, and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations, and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory, or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. Notwithstanding any provision of this Ordinance to the contrary, this Ordinance shall be expressly subject to the applicable provisions of the Grantor's City Charter, specifically including Article XII therein. Further, Grantee's rights hereunder are subject to the police powers of Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all applicable laws and ordinances enacted, or hereafter enacted, by Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. Grantee reserves the right, however, to object to and challenge the effectiveness and validity of any such laws or ordinances. Grantor reserves the right to exercise its police powers, to the extent permitted by law and notwithstanding anything in this Ordinance to the contrary, and any conflict between the provisions of this Ordinance and any other present or future lawful exercise of Grantor's police powers shall be resolved in favor of the latter; provided, however, that if such lawful exercise of Grantor's police power imposes any material new costs or burdens upon the Grantee, then Grantee shall have the right, solely at the option of the Grantee, to either terminate this Ordinance or to make

a request to the Grantor be compensated by the Grantor in such a manner so as to put the Grantee in the same financial position in which the Grantee would have been had the Grantor not exercised such police powers.

(5) PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing, or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

(6) CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation. All excavations shall be refilled, and all obstructions shall be removed at the expense of the Grantee and to the reasonable satisfaction of the City. In the event that the Grantee shall fail to comply with the provisions of this section after having been given reasonable notice, the City may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the City by the Grantee. Grantee shall comply with all applicable construction codes, laws, ordinances, regulations, and procedures of the Grantor, now in effect or enacted hereafter. Grantee shall obtain all necessary permits from the Grantor before commencing any construction upgrade or extension of the Grantee's system and/or facilities, including the opening or disturbance of any public street, or private or public property under the jurisdictional control of the Grantor. Grantor shall have the right to inspect all construction or installation work performed pursuant to this Ordinance to ensure compliance with the terms of this Ordinance and applicable provisions of local, state, and federal law. In the event tests are necessary to verify that Grantee is in compliance with applicable provisions of local, state, and federal law, the Grantee shall pay the reasonable cost for these tests.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request, and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the

improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

(7) EXTENSION OF GRANTEE'S FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Colorado Public Utilities Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

(8) RELOCATION OF GRANTEE'S FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way, or public place for a public purpose, unless otherwise reimbursed by federal, state, or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of-way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

(9) CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

(10) FORCE MAJEURE

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: (a) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; (b) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; (c) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (d) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

(11) HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses, and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents. Nothing in this Ordinance shall be construed as a waiver by the Grantor of any privileges, immunities, monetary limits, or defenses available to the Grantor pursuant to the Colorado Governmental Immunity Act, as it may be amended from time to time.

(12) INSURANCE

Grantee shall maintain insurance at all times during the term of this franchise and any extensions hereof in an adequate amount to cover and protect itself and others to whom Grantee may be held legally liable in the performance of its duties hereunder,

(13) FRANCHISE VIOLATIONS

Within ninety (90) days of the discovery of a violation of any material provision of this Ordinance by either Grantor or Grantee, the non-violating party shall provide notice to the other party of such violation and the parties shall have a total of one hundred and twenty (120) days from the date of such notice in which the parties, without seeking legal remedies, may cure such violation, resolve any disputes regarding the violation, or agree to amend or terminate this Ordinance. If the material violation is not resolved upon the expiration of the one hundred and twenty (120) days, the aggrieved party reserves the right to seek all remedies available at law, including non-binding arbitration, mediation, or litigation, without limitation.

(14) SUCCESSORS AND ASSIGNS

All rights, privileges, and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors, and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

(15) NO THIRD-PARTY BENEFICIARIES

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

(16) SEVERABILITY

If any clause, sentence, or section of this Ordinance is deemed invalid by any judicial, regulatory, or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

(17) NON-WAIVER

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

(18) REPEAL CONFLICTING ORDINANCES

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 883, Series 2001 of the City of Woodland Park, Colorado, is hereby repealed as of the Effective Date hereof.

(19) EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

(20) ACCEPTANCE

Upon final passage and approval of this Ordinance by Grantor, in accordance with applicable laws and regulations, Grantee shall file its acceptance by written instrument, within sixty (60) days of passage by the City Council, with the Clerk of the City of Woodland Park, Colorado. The Clerk of the City of Woodland Park, Colorado shall sign and affix the community seal to acknowledge receipt of such acceptance and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING, FOLLOWING
PUBLIC HEARING, THIS ____ DAY OF _____ 2021.

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

Suzanne Leclercq, City Clerk



City of Woodland Park Staff Report for City Council

Meeting Date: August 19, 2021

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
9A	Utilities Office	Kip Wiley Utilities Director

ITEM:

Ordinance 1401, approval of certain water shares

BACKGROUND:

On August 5, 2021 City Council approved Resolution 878 authorizes the Mayor and City Clerk to enter into a contract for the City's purchase of 0.6 shares of stock in the Twin Lakes Reservoir and Canal Company from David and Susan Jordan. Ordinance 1401 is the acceptance of the 0.6 Twin lake shares as they are considered real property. The Twin Lakes shares are extremely vital to our water customers. Twin Lakes Reservoir shares produce transbasin water as well as providing water storage space in Twin Lakes Reservoir. The water that is produced from the shares is fully consumable water and the City uses this water to replace the consumable portion of our local water therefore making it legal to pump water from our local water sources. This share purchase does not expand our available water however it ensures our water security for future years.

All parties have accepted our offer for the 0.6 Twin Lakes shares. This is a onetime cash payment. The purchase will be funded with water capital funds from the Water Utility Enterprise. We cannot predict when reservoir shares might become available and this expense was not included in the 2021 budget. The fund balance for the Water Enterprise is healthy and we are in a great position to take this opportunity to help secure our water future.

STAFF RECOMMENDATION:

Approve Ordinance 1401 after the Public Hearing authorizing the Mayor and City Clerk to execute and attest the 0.6 Twin Lake Reservoir water shares from David and Susan Jordan.

CITY OF WOODLAND PARK
ORDINANCE NO. 1401, SERIES 2021

AN ORDINANCE APPROVING THE PURCHASE OF CERTAIN WATER SHARES.

WHEREAS, pursuant to Charter Section 12.3, the City is empowered to buy water rights; and

WHEREAS, pursuant to Resolution No. 878, Series 2021, the City Council authorized entering into contracts for the purchase of certain water shares, which water shares are more specifically described in Exhibit A attached hereto and incorporated by this reference (the “Shares”), subject to the terms and conditions contained in said contracts and subject to the provisions of the Woodland Park Municipal Charter, Section 15.2, requiring an ordinance be adopted for the purchase of real property; and

WHEREAS, the City has conducted the necessary due diligence under the terms of the contracts; and

WHEREAS, the sellers of the Shares have agreed to sell the Shares to the City of Woodland Park; and

WHEREAS, pursuant to Charter Section 15.2, the City Council by ordinance may purchase interests in real property, and the Shares constitute real property.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO ORDAINS as follows;

Section 1. The City Council hereby approves the purchase of the Shares and authorizes and directs the City Manager or the Utilities Director to effect the closing on the purchase of the Shares and authorize them to execute the documents necessary to effect the closing.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING, FOLLOWING PUBLIC HEARING, THIS _____ DAY OF _____, 2021.

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

Suzanne Leclercq, City Clerk

EXHIBIT A
The Water Shares

David and Susan Jordan
10762 County Road C.5
Olney Springs, CO 81062

0.6 Shares

STAFF REPORT



City Council Public Hearing: August 19, 2021

Agenda Item

Department

Presenter

9.B

Planning
& Building

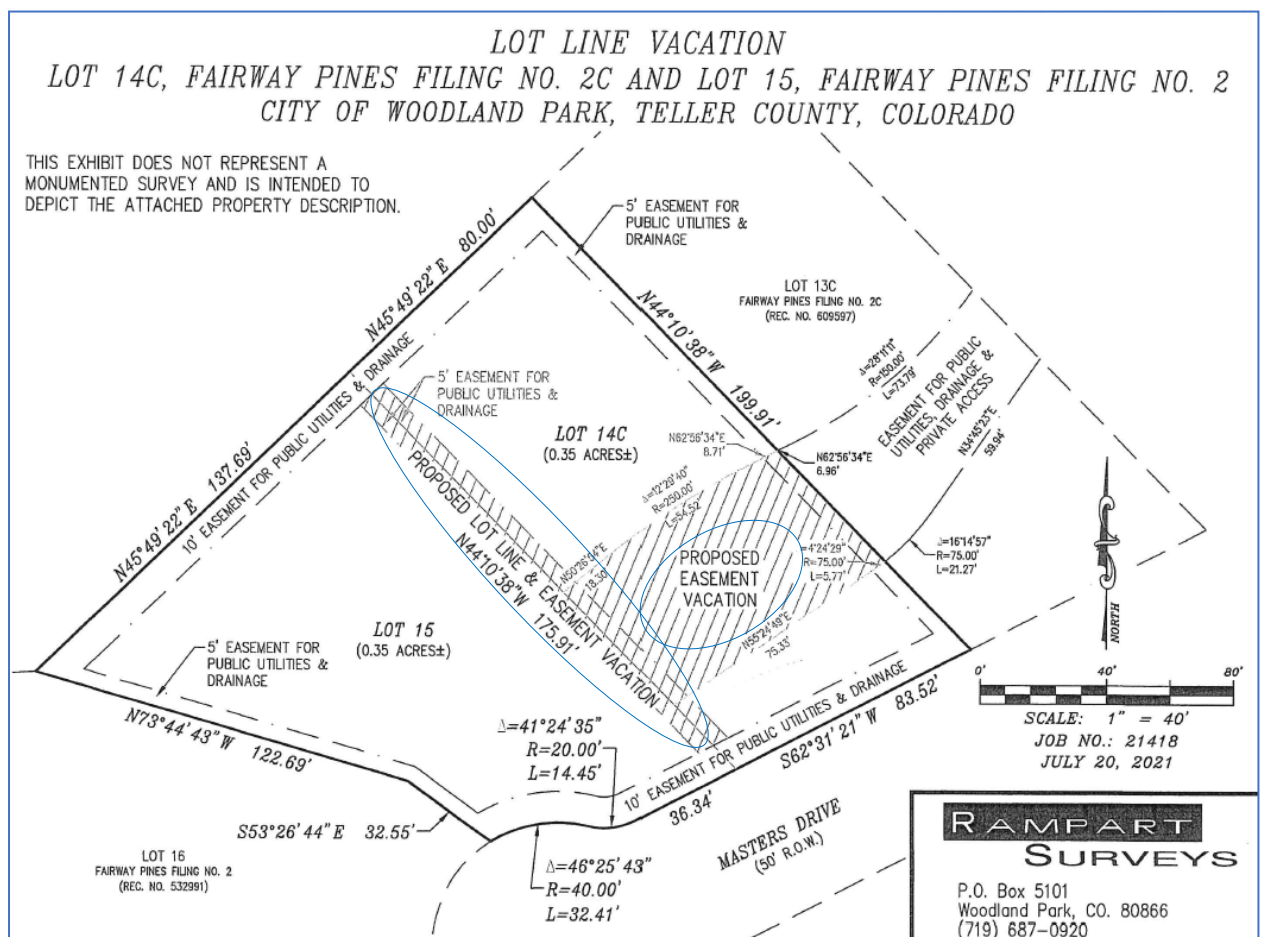
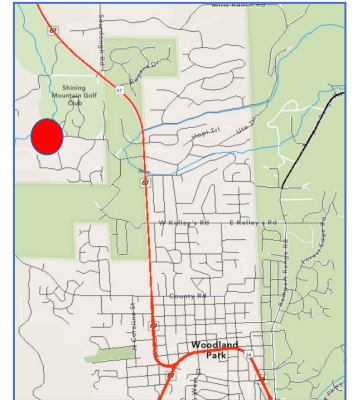
Sally Riley, AICP
Director

ITEM

Consider Ordinance No. 1402, 2021 to vacate the common lot line and easements between Lot 14C, Fairway Pines Filing No. 2C (240 Iron Eagle Point) and Lot 15, Fairway Pines Filing No. 2 (250 Iron Eagle Point) as requested by Jon-Paul and Jill Schulman (Property Owner) in the Shining Mountain PUD zone. (QJ)

BACKGROUND

Iron Eagle Point is a private road spur off of Masters Drive, created to better access nine (9) single family residential lots. The Schulman's have purchased both Lot 14C and Lot 15, the last two lots at the end of Iron Eagle Point, and are requesting to vacate the common lot line between lots 14C and 15, the adjacent five foot wide public utility and drainage easement along both sides of this common lot line and the public utility, drainage and access easement through Lot 14C. Since Lots 14C and 15 are under single ownership and to be combined, the private access and public utility and drainage easement through Lot 14C is no longer necessary.



ANALYSIS AND FINDINGS

The request was referred for review and comment to City departments (Utilities, Public Works, and Planning) and external agencies (IREA, Century Link - formerly Qwest, TDS Telecom, Black Hills, Paradise of Colorado Metropolitan District, NE Teller County FPD). City water and sewer lines exist within Masters Drive. All referral agencies had no written concerns with the lot line or easement vacation request and IREA has already recorded at Reception No. 740890 (7/26/2021) a "Release of Right to Easement."

Staff finds no adverse impact to vacating the lot line and easements as proposed. These vacations would have no effect on utilities (any existing but not needed water and sewer stubs will have to be capped with the construction of the residence); emergency service access to the lot is still viable from Iron Eagle Point and the NETC FPD has stated no concerns; feasibility of future road construction is not affected (no future roads are planned to connect or extend at this point); necessary access is still provided to all lots abutting Iron Eagle Point; area traffic patterns are not affected (in fact, traffic on Iron Eagle Point will be reduced since there will be one less lot at the end of the road); and, no concerns were received from adjacent landowners, referral agencies or City departments.

STAFF RECOMMENDATION

Approve Ordinance No. 1402, 2021 based on findings contained in the Staff Report and as presented at public hearings.

ATTACHMENTS

A: Ordinance No. 1402, Series 2021

**CITY OF WOODLAND PARK
ORDINANCE NO. 1402, SERIES 2021**

**AN ORDINANCE VACATING THE LOT LINE AND ABUTTING PUBLIC UTILITIES,
DRAINAGE, AND PRIVATE ACCESS EASEMENTS**

WHEREAS, Jon-Paul (aka Jon Paul) Schulman and Jill Marie Schulman (Property Owner) owns Lot 14C, Fairway Pines Filing No. 2C and Lot 15, Fairway Pines Filing No. 2 (240 and 250 Iron Eagle Point); and

WHEREAS, the platting of these lots included the dedication of easements for public utilities, drainage and private access through the south half of lot 14C and 5-foot wide public utility and drainage easements on each side of the common property line between Lots 14C and 15 to the City of Woodland Park (City); and

WHEREAS, the Property Owner is requesting the vacation of the common lot line between Lots 14C and 15 plus the abutting 5-foot wide public utility and drainage easements on either side of the common lot line and the public utilities, drainage and private access through the south half of lot 14C; and

WHEREAS, based on the findings contained in the Staff Report and as presented at the public hearing on August 19, 2021;

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

Section 1. The common lot line between Lots 14C and 15 plus the abutting 5-foot wide public utility and drainage easements on either side of the common lot line and the public utilities, drainage and private access through the south half of lot 14C are all hereby vacated, as illustrated in Exhibit A attached hereto; and

Section 2. The new, combined lot shall be referred to and legally described as Lot 15R, Fairway Pines Filing No. 2 and, except as vacated herein, all plat configurations, easements, dedications and notes on the Fairway Pines Filing No. 2 and Fairway Pines Filing No. 2C final plats remain valid, in full force and effect; and

Section 3. Should any article, section, clause or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the balance of this Ordinance.

Section 4. The City shall cause this Ordinance and all Exhibits to be recorded in the Teller County real property records and said Ordinance and Exhibits shall be in full force and effect from and after its publication as required by law.

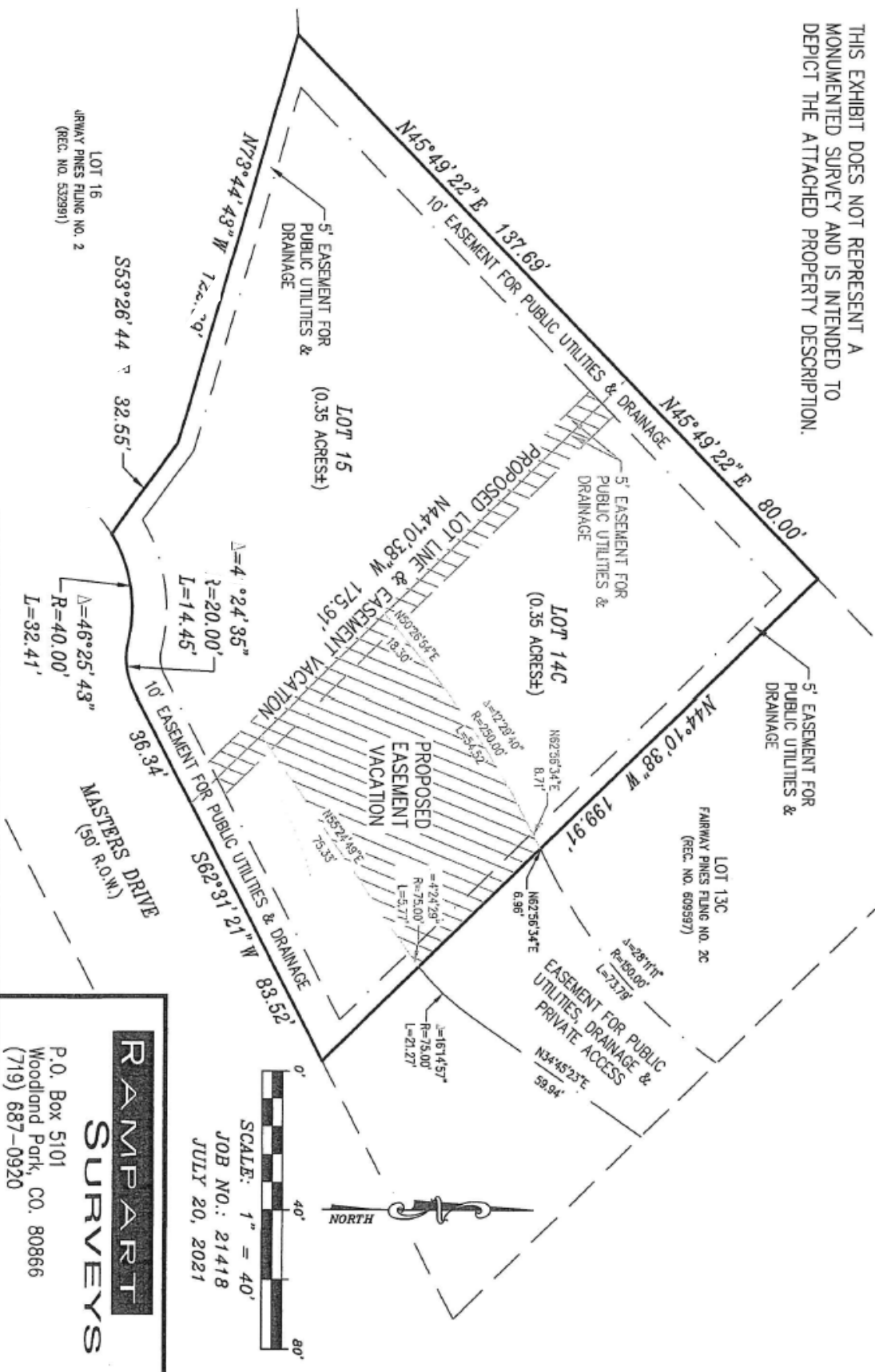
PASSED BY CITY COUNCIL ON SECOND AND FINAL READING, FOLLOWING PUBLIC HEARING, THIS _____ DAY OF _____, 2021.

Mayor Pro-Tem Hilary Labarre

ATTEST: _____
City Clerk Suzanne Leclercq

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY AND IS INTENDED TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

LOT LINE VACATION
LOT 14C, FAIRWAY PINES FILING NO. 2C AND LOT 15, FAIRWAY PINES FILING NO. 2
CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO





City of Woodland Park

Staff Report for City Council

Meeting Date: August 19, 2021

<u>Agenda Item</u>	<u>Department</u>	<u>Presenter</u>
10A	Utilities	Kip Wiley Public Works/Utilities Director

ITEM:

Resolution 881 - 32 Multifamily Dwelling Units Water Tap Allotment

BACKGROUND:

The Developer (MBI Contractors Inc.) of Lot 1 at Brecken Heights has requested to reserve 32 water taps for a 32 multifamily dwelling unit project (16 duplexes). The 5.8 acre site is planned to include 32 Multi-Family Residential dwelling units and associated improvements.

The duplex units are designed with a single floor open concept built on a crawl space. The units consist of 1394 square feet of living space and 484 square feet of garage space (approximately 2 car garage). There are two floor plans available that include 2 or 3 bedrooms and 2 bathrooms. The exterior finish will include stucco and stone and be available in earth tones. Brecken Court will also have a 5' sidewalk on the east side of the road. The Developer will also have a pedestrian pass from Brecken Court to Highway 24.

Lot 1 of Brecken Heights was rezoned in 1999 to multi-family suburban. Multi-family Suburban allows up to 8 unit/acre. The Developer could build up to 46 units however, the site has some elevation challenges and the developer has decide to build 16 duplexes. The Developer has also decide to deed to the City lot 2 of Brecken Heights Subdivision. Lot 2 is approximately 4.0 acres in size and will become open space to include a trail and look out point. Lot 2 is also zoned Multi-family Suburban. A total of 32 unit could have been built on lot 2. Between lots 1 and 2 the City will gain back 43 dwelling units that were planned for this subdivision.

The 32 multi-family taps for this project come out of the multi-family bank; however, the taps are purchase at a single family rate. Staff considers this project similarly to a townhouse/condominium (single family residential) project when assessing the tap fees for each unit. To date the multi-family bank has 64 taps available. If this project is approved there will be 32 multi-family taps remaining in the bank.

CONDITIONS OF APPROVAL:

Pursuant to Section 13.27.050 D. water taps for multifamily projects are allocated by City Council on a project-by-project basis. The Developer is requesting the approval of 53 water tap allocations for the multifamily project. The applicant shall pay \$200 per multi-family tap allocation at the time of City Council approval. Tap allotments are required to be used within a two-year timeframe from the date of City Council approval. If not used within the two-year window, the applicant may obtain one two-year administrative extension of the multifamily water tap allocations by requesting an extension and paying another \$200/dwelling unit tap allocation fee. Such requests shall be made in writing and delivered with payment to the City Manager or his designee prior to the initial expiration of the City Council approved tap allocation. This administrative extension shall be granted unless the subject project is out of compliance with applicable City Code provisions.

Resolution #380 was adopted on August 7, 1997 to establish criteria with which to evaluate multifamily water tap allocations. Listed below are the twelve criteria and the staff's response as to whether the Brecken Heights project meets or does not meet each criterion.

Multifamily criteria for tap allocation	YES	NO
1. Are taps currently available as provided by the tap management plan?	X	
2. Can the community economically provide for the water and waste water treatment capacity?	X	
3. The project design furnishes efficient access for police, fire and emergency services.	X	
4. The project adequately addresses and mitigates on and off site transportation and circulation impacts.	X	
5. The proposal is compatible with surrounding land uses and mitigates potential negative impacts on adjoining uses.	X	
6. The proposal addresses affordable housing needs.		X
7. The proposal includes service and facilities for the senior community and the handicapped.	X (seniors)	X (handicapped)
8. The project provides for the protection and preservation of natural resources.	X	
9. The project does not detrimentally impact significant cultural or historic features.	X	
10. A. The project design is aesthetically inviting, pedestrian friendly.	X	
10. B. The project design is consistent with local mountain character and small town environment	X	
11. The project design conforms to the Parks, Trails and Open Space Master Plan by providing access and linkage to existing and planning recreational facilities trail and sidewalk systems, schools, neighborhoods and commercial areas.	X	

STAFF'S POSITION:

The City's water tap management program plan provides the mechanism by which the City controls water taps sales to be compatible with the City's water supply. The plan requires an annual allotment of water taps and a periodic assessment of water supply. Multi-family water taps are available in the multi-family bank and with the reduction in water taps plan to serve this subdivision the City can further to secure its water into the future.

Staff supports that the proposed 32 dwelling unit project can be served with the City's water and sewer system.

STAFF RECOMMENDATION:

Approve Resolution 881, allowing 32 water tap allocations for the proposed project.

**CITY OF WOODLAND PARK, COLORADO
RESOLUTION NO. 881, SERIES 2021**

**A RESOLUTION ESTABLISHING 32 MULTIFAMILY RESIDENTIAL WATER
TAP ALLOTMENTS FOR LOT 1 OF BRECKEN HEIGHTS.**

WHEREAS, the Developer (MBI Contractors Inc.) of Lot 1 at Brecken Heights, is requesting 32 Multifamily Residential water taps for 32 multifamily dwelling units (16 duplexes); and

WHEREAS, the City Council of the City of Woodland Park adopted a Water Tap Management Plan in 1997; and

WHEREAS, the implementation of the City's Water Tap Management Plan requires the annual establishment of a single family residential water tap allotment and a periodic multifamily residential dwelling unit allotment in accordance with procedures established by the plan; and

WHEREAS, the City requires all multifamily taps to be allocated on a project approval basis pursuant to Section 13.27.050.D. of the Municipal Code.

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

Section 1: The City of Woodland Park hereby approves water tap allocations for 32 multifamily dwelling units (16 duplexes) with the terms and conditions expressed in Section 2. The water tap allocations will support the proposed project located at Lot 1 at Brecken Heights, Woodland Park, CO.

Section 2: The water tap allocation will be valid on the date starting from City Council approval. Allocation fees in the amount of \$200/dwelling must be paid upon City Council approval. If allocation fees are paid and no project phases are started or taps paid in-full within the two-year date of approval, the applicant shall forfeit the water tap allocations and any funds associated with the allocations. The forfeited allocations will be returned to the multifamily allotment bank. For projects which are not initiated as described above within the initial two-year tap allocation period approved by City Council, the applicant may obtain one two-year administrative extension of the multifamily water tap allocations by requesting the extension and paying another \$200/dwelling unit tap allocation fee. Such requests shall be made in writing and delivered with payment to the City Manager or his designee prior to the initial expiration of the City Council approved tap allocation. This administrative extension shall be granted unless the subject project is out of compliance with applicable City Code provisions.

This Resolution was adopted at a regular meeting of the City Council of the City of Woodland Park, Colorado held on the _____ day of _____, 2021.

Hilary LaBarre, Mayor Pro-Tem

ATTEST:

Suzanne Leclercq, City Clerk



City of Woodland Park Staff Report for City Council

Meeting Date	Agenda Item
August 19, 2021	11D
Department	Presenter
Finance	Michael Lawson, City Manager

Item Title

Tax revenue update (June 2021)

Summary

The attached report reflects the City's three percent sales tax revenue and lodging tax received July 2021 for sales incurred by taxpayers during the month of June 2021.

Highlights:

- **Sales tax.** 2021 year-to-date sales tax revenues is up 13.4% over 2020 as of the end of June 2021. After a relative slowdown in May 2021 collections (7.6% growth over May 2020), June saw collections resume double-digit year-over-year growth as was the case for all other months prior to May. Collections for the month of June 2021 grew 15.8% over June 2020.
 - Inflation is a large contributor to the continued revenue growth in 2021, with the Consumer Price Index increasing 5.4% over the prior 12-months ending July 2021 (0.9% in the month of June 2021 alone). This 12-month increase is the largest in nearly 13 years. The price for used cars has led the way with a 41.7% increase over the 12-months prior, followed by increases in costs for all types of energy, commodities other than food and fuel, transportation and new cars.
- **Lodging tax.** 2021 year-to-date lodging tax revenue is up 68.5% over 2020 as of the end of June 2021. Year-over-year growth will appear to begin a rapid stabilization starting with June 2021 collections, as the impact of the deployment of the LodgingRevs software and the opening of the Microtel started being accounted for in June 2020. Whereas the City witnessed triple-digit year-over-year increases in lodging tax collections for March through May 2021, June collections increased a far more modest but still substantial 10.7%.

	2020	2021	\$ change	% change
Sales tax (3.0%)				
Year-to-date (June)	\$ 3,195,446	\$ 3,625,208	\$ 429,762	13.4%
Month vs. prior year (June)	692,663	801,844	109,182	15.8%
Lodger's Tax				
Year-to-date (June)	\$ 51,501	\$ 86,765	\$ 35,265	68.5%
Month vs. prior year (June)	27,267	30,183	2,917	10.7%

Annual Sales Tax Collections, 10-Year History, By Month

June 2021 Collections

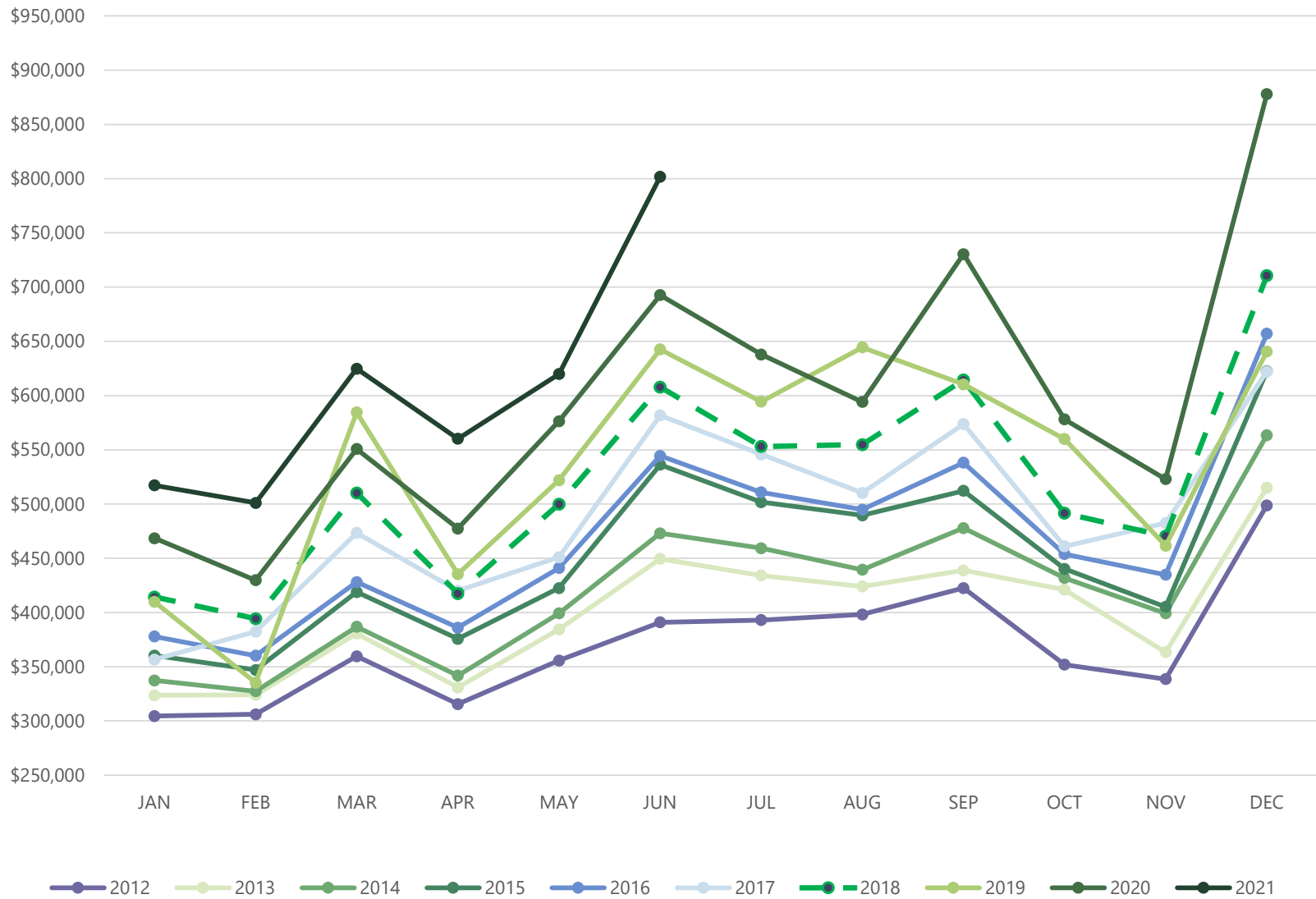
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
JAN	\$304,571	\$323,621	\$337,313	\$360,348	\$377,888	\$356,613	\$414,283	\$409,798	\$468,475	\$ 517,293
FEB	\$306,084	\$324,061	\$327,397	\$347,055	\$360,223	\$382,348	\$394,349	\$335,333	\$429,745	\$ 501,107
MAR	\$359,606	\$380,656	\$386,803	\$418,812	\$428,017	\$473,419	\$510,278	\$584,507	\$550,768	\$ 624,863
APR	\$315,526	\$330,983	\$341,810	\$375,666	\$386,018	\$420,061	\$417,470	\$435,343	\$477,439	\$ 560,228
MAY	\$355,773	\$384,380	\$399,190	\$422,517	\$440,998	\$450,957	\$499,858	\$522,008	\$576,357	\$ 619,873
JUN	\$390,974	\$449,547	\$473,013	\$536,339	\$544,496	\$581,725	\$607,795	\$642,569	\$692,663	\$ 801,844
JUL	\$393,039	\$434,105	\$459,243	\$501,712	\$510,770	\$545,874	\$553,063	\$594,348	\$637,881	
AUG	\$398,219	\$424,025	\$439,395	\$489,560	\$494,905	\$510,191	\$554,799	\$644,473	\$594,142	
SEP	\$422,565	\$438,862	\$477,853	\$512,221	\$538,141	\$573,766	\$614,404	\$610,360	\$730,476	
OCT	\$351,905	\$421,024	\$431,819	\$440,193	\$453,849	\$460,952	\$491,494	\$560,010	\$578,061	
NOV	\$338,598	\$363,458	\$399,206	\$405,197	\$434,807	\$482,500	\$470,367	\$461,604	\$523,004	
DEC	\$498,801	\$514,984	\$563,532	\$622,513	\$657,016	\$622,098	\$710,516	\$640,506	\$877,951	
TOTALS	\$4,435,661	\$4,789,706	\$5,036,574	\$5,432,133	\$5,627,128	\$5,860,504	\$6,238,675	\$6,440,861	\$7,136,962	\$ 3,625,208

**Includes General Fund 2.0% and Streets Fund 1.0% but does not include School District 1.09%.*

City of Woodland Park
Sales Tax Collections
2018-2021



City of Woodland Park
Sales Tax Collections
10-year history



Annual Lodging Tax Collections, 10-Year History, By Month

June 2021 Collections

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
JAN	\$2,539	\$3,571	\$4,734	\$4,003	\$6,484	\$4,604	\$4,417	\$4,136	\$3,944	\$6,295
FEB	\$3,258	\$3,458	\$3,578	\$4,067	\$5,031	\$4,836	\$4,253	\$3,990	\$4,071	\$5,718
MAR	\$4,786	\$5,438	\$6,630	\$8,166	\$7,595	\$4,936	\$9,938	\$11,623	\$5,576	\$11,773
APR	\$4,192	\$4,648	\$4,947	\$5,924	\$6,177	\$9,705	\$6,768	\$8,666	\$1,598	\$12,612
MAY	\$6,998	\$9,411	\$10,522	\$9,799	\$11,504	\$11,652	\$12,073	\$12,368	\$9,046	\$20,185
JUN	\$14,814	\$17,999	\$16,144	\$19,332	\$21,492	\$25,295	\$30,867	\$24,744	\$27,267	\$30,183
JUL	\$14,078	\$16,913	\$20,630	\$20,852	\$23,862	\$25,998	\$24,867	\$27,564	\$34,220	
AUG	\$13,330	\$15,350	\$13,101	\$19,589	\$19,739	\$20,545	\$20,572	\$24,198	\$32,413	
SEP	\$12,267	\$14,067	\$17,127	\$16,412	\$20,863	\$23,805	\$26,415	\$25,655	\$37,969	
OCT	\$5,825	\$7,796	\$7,764	\$9,761	\$11,038	\$10,748	\$9,656	\$10,207	\$31,347	
NOV	\$4,516	\$5,325	\$5,185	\$6,490	\$6,936	\$6,524	\$9,092	\$6,843	\$33,788	
DEC	\$5,055	\$4,851	\$5,749	\$6,658	\$7,276	\$10,016	\$13,281	\$11,361	\$12,432	
TOTAL	\$91,658	\$108,827	\$116,111	\$131,053	\$147,997	\$158,664	\$172,198	\$171,357	\$233,670	\$86,765

City of Woodland Park Lodging Tax Collections 10-Year History

