



BOARD OF TRUSTEES  
June 9, 2020  
Meeting to be held electronically

Join Zoom Meeting  
<https://zoom.us/j/320850513>  
Dial by your location  
+1 3462487799  
Meeting ID: 320 850 513

This meeting will be held in accordance with Ordinance 8-2020. Sec. 2-2-85 (Virtual Meetings) of the Wellington Municipal Code, the Mayor has determined that a meeting in person would not be prudent because of the current COVID-19 Emergency. The meeting will be conducted electronically, board members may participate, and the public shall participate in the manner set forth.

AGENDA

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Amendments to Agenda
4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment

To leave a public comment, type your first and last name, full street address, and put "comment" or "question." You will then be called on to speak. If you are unable or uncomfortable in speaking, you can type your information with the comment or question typed out for the facilitator to read on your behalf. All public comments/questions are limited to 3 minutes.

2. Presentation

a. SAFEBuilt Presentation

- Guest Speaker: Caleb Sulzen, SAFEbuilt Building Official

C. CONSENT AGENDA

1. Board of Trustee Minutes from May 12, 2020

D. ACTION ITEMS

1. Funding Request - Eagles After Hours

- Guest Presentation: Christie Brucher, Eagles After Hours Coordinator

2. Appointment to Planning Commission

3. Annexation Agreement for Poudre School District Annexation
4. Resolution 19-2020 — Plan of Administrative Organization
  - Staff Presentation: Kelly Houghteling, Interim Town Administrator
5. Resolution 20-2020: Watering Restrictions
6. Wellington Senior Resources, Inc - Town of Wellington Contract Renewal
  - Staff Presentation: Lori Woodruff, HR Manager
7. 4th of July Decision
8. Tables & Chairs Funding Discussion
  - Staff Presentation: Kelly Houghteling, Interim Town Administrator
9. Ordinance 12-2020: Modifying Special Event Liquor Licensing

E. OTHER BOARDS

1. Liquor License Review Board
- Wellington Grill Renewal

F. REPORTS

1. Town Attorney
2. Town Administrator
  - a. COVID-19 Update
3. Staff Communications
4. Board

G. EXECUTIVE SESSION (If Needed)

H. ADJOURN

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements. Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.

BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
May 12, 2020  
6:30 PM

**A. CALL TO ORDER**

Due to the COVID-19 state and local orders to stay at home and not gather, all Board Members and Staff attended the meeting remotely via Zoom teleconference per Ordinance 8-2020.

1. Pledge of Allegiance
2. Roll Call

TRUSTEES PRESENT: JON GAITER, JOHN JEROME, REBEKKA KINNEY, WYATT KNUTSON, ASHLEY MACDONALD, TIM WHITEHOUSE, TROY HAMMAN

TRUSTEES ABSENT: NONE

PRESIDING: TROY HAMMAN, MAYOR

STAFF PRESENT: KELLY HOUGHTELING, INTERIM TOWN ADMINISTRATOR  
CYNTHIA SULLIVAN, DEPUTY CLERK  
CODY BIRD, TOWN PLANNER  
BOB GOWING, PUBLIC WORKS DIRECTOR  
TYLER SEXTON, INTERIM FINANCE DIRECTOR  
JENNY JONES, PUBLIC WORKS EXECUTIVE ASSISTANT  
BRAD MARCH, TOWN ATTORNEY

3. Amendments to Agenda  
None
4. Conflicts of Interest  
None

**B. PUBLIC COMMENT**

1. Public Comment  
None
2. Presentation
  - a. Colorado Municipal League Presentation  
Kevin Bommer

Kevin Bommer, Executive Director of the Colorado Municipal League, gave a presentation on the roles and responsibilities of his organization. He explained the general overview and history of the organization, and he stressed the importance of the CML's mission and vision related to Colorado municipalities. He stated the CML exists for the members because of the members, and it is important for cities and towns to stick together for a united Colorado. He discussed the council-manager form of government, and he discussed the importance of maintaining respect for the division of this form of government. He provided an overview of ten roles for local government to use daily, and how utilizing the roles discussed will help the community emerge stronger as we navigate through this global crisis.

Mayor Hamman asked for clarification in regards to his statement of voting yes or no without abstaining. Mr. Bommer discussed how a vote to abstain is not recorded as a no, but it can be viewed as a no vote to the public so it's important to clarify why you are abstaining.

Mr. March asked Mr. Bommer his thoughts on the upcoming 4th of July celebration in response to the public gathering limitations. Mr. Bommer anticipates local municipalities will make their decision based on what the current health order is in the weeks leading up to the holiday.

#### **C. CONSENT AGENDA**

##### **1. Board of Trustee Minutes from April 28, 2020**

TRUSTEE WYATT KNUTSON MOVED, AND TRUSTEE TIM WHITEHOUSE SECONDED to approve consent agenda. Motion passed unanimously.

#### **D. ACTION ITEMS**

##### **1. COVID-19 Update**

###### **Staff Presentation: Kelly Houghteling, Interim Town Administrator**

Ms. Houghteling presented an update on the current COVID-19 situation on a State, County, and Town level. For Colorado as whole, there are 19,879 cases with 987 deaths. On a County level, there are 471 cases with 20 deaths. On a Town of Wellington, level there are 16 cases with no deaths. She also discussed Larimer County reporting a 54% decrease in ICU beds in use and 30% decrease in ventilators in use. Larimer County has significantly increased testing capability from providing approximately 20 tests a day to 500 tests a day with a shortened results turn around to 24 hours.

Town Facilities are currently operating on a by appointment only basis. Plexiglass shields will be installed at Town Hall, Sheriff's Annex, and Library circulation counter. Once the plexiglass is installed, new hours of operation will be announced. Public Works Department administrative staff is still working primarily from home. The Streets Division has been separated into two main groups to operate out of two buildings. The Water and Wastewater Divisions have been separated into two shifts at each plant. The 1st shift will work Saturday - Wednesday morning, and the 2nd shift will work Wednesday afternoon- Sunday.

Ms. Houghteling also discussed the Serve 6.8 and Larimer County Sheriff's Office Fundraiser supporting our community by offering \$10,000 in a matching grant fund. This Fundraiser is cosponsored and supported by the Wellington Main Streets program, the Chamber of Commerce, and the Town, and each donation made will enter the individual in to a drawing for a hand-crafted American flag generously donated by American Grains.

The Wellington Main Streets Program has a new initiative titled "show us your mask challenge" through June 1, 2020. Daily \$5.00 gift card drawings will be take place, and each winner can use the gift card at a local downtown business. To enter the drawing, a resident will take a selfie wearing a mask in a downtown business, post it to Facebook or Instagram, and tag the Main Streets Program in the post.

The Wellington Food Bank is setting up operations at the Leeper Center on May 14, 2020 3:00 - 6:00 pm for any individuals in need of food assistance. The Wellington Boys & Girls Club will be serving meals for all Town kids on Monday and Friday from 4:00 - 6:00 pm, and Eyestone Elementary School will continue serving hot lunch Monday - Friday 1:00 - 2:00 pm.

## **2. Annexation for Poudre School District**

### **Staff Presentation: Cody Bird, Planning Director**

Mr. Bird presented a draft annexation agreement for the Poudre School District subdivision on the Northwest corner of County Road 9 and County Road 62E which is the site of the future middle/high school. The annexation agreement is a part of the land use process and condition of approval, and it ties it to subdivision requirements of the Town including the development agreement which will come at a later date. This annexation agreement is the next step in the process. The Board for the School District has not responded with comments and/or proposed revisions. If they do have comments and/or revisions, Mr. Bird stated he can bring those back to the Town Board for reconsideration, and the Town Board can table this to the May 26, 2020 meeting to allow the School District to provide comments and/or revisions before the Town Board takes action.

Mayor Hamman asked how the traffic study is going for the intersection by the school site. Mr. Bird stated the consultant is working on it, and he's expecting the timeline for completion of the traffic study to be this fall.

Trustee Jerome asked how many changes we have seen with the this annexation agreement. Mr. Bird said the previous changes were primarily made in regards to the water and traffic discussions. The presented draft is the first draft with those updated discussions. Trustee Jerome asked if Mr. Bird anticipated any change to come back from the School District. Mr. Bird expects some changes to come back, because there are a lot of statutory requirements the School District has to comply with. Mr. Bird doesn't expect any major comments and/or revisions to come back.

Trustee Whitehouse suggested to wait to take action after Mr. Bird receives potential comments and/or revisions. Mayor Hamman stated he didn't think the Board was taking action tonight. Trustee Whitehouse felt it was a possibility to take action or defer to the May 26, 2020 meeting. Mr. Bird clarified the Town Board can approve insubstantially in the current draft, or the Board can choose to defer to the May 26, 2020 meeting. Trustee Jerome and Mayor Hamman agreed with Trustee Whitehouse to wait to take action on the agreement.

Trustee Gaiter asked about the portion covering the road construction at County Road 9 and Highway 1 in regards to who is paying for what. He feels it is very open ended. Mr. Bird clarified the annexation agreement doesn't go in to the payment detail, but the School District will pay their share outlined in the study. The consultants will evaluate 3 conceptual designs with a cost level analysis which will result in the definition of the dollar amounts in the development agreement.

Trustee Gaiter asked if it was possible to not do the the cash in lieu option. Mr. Bird stated the School District does have some water shares, but their water portfolio may not have enough to meet Town requirements. Due to this, Mr. Bird stated their difference could be paid with the cash in lieu option, and he proposes to leave this option to find a good balance to meet the Town's needs, as well as the School District's needs. Mr. Gaiter asked if this would be a separate agreement brought to the Board. Mr. Bird clarified this would be covered in the future development agreement.

Trustee Whitehouse asked what their contribution consists of in regards to actual shares the Town can utilize and what does the cash portion consist of. Mr. Bird explained how the Town will continue to work with the School District with the water demand analysis to determine their water demands versus the shares they are able to contribute.

Trustee Whitehouse asked if Mr. Bird was considering an update on the cash in lieu policy to reflect the cost of the current market shares. Mr. Bird does feel this needs to happen, and he suggested acknowledging the market price for North Poudre shares instead of a defined price. Ms. Houghteling mentioned she did have a discussion with Bob Gowing, Public Works Director, about potential updates to the policy. Trustee Gaiter asked Ms. Houghteling how quickly this can be updated. She clarified this will be an ongoing conversation with high priority, but there is no exact date. Mayor Hamman wanted to ensure the Town will be receiving shares from the School District, and Mr. Bird clarified the Town will be asking for shares.

Trustee Kinney asked if delaying the draft annexation agreement would delay the project as a whole. Mr. Bird reassured the Board this agreement would not slow down the process. The School District is eager to wrap the annexation agreement up soon, because they are working at risk until it is completed.

Trustee Macdonald asked how long it will take from the annexation agreement process to the development agreement process. Mr. Bird expects things to move quickly on most items with the exception of the traffic study portion, and he expects this to be completed by late summer or early fall. He mentioned early results of the traffic study can be analyzed to we obligate a development agreement to pay a portion of the shares.

Trustee Kinney asked how the Town Board can help facilitate the School District comments and/or revisions to expedite the process. Mr. Bird stated their Board meets the same night as the Town Board so the draft didn't get on their agenda for tonight's meeting. They will have a dinner discussion to review the draft for comments and/or revisions.

TRUSTEE REBEKKA KINNEY MOVED, AND TRUSTEE JON GAITER SECONDED to table the annexation agreement to May 26, 2020. Motion passed unanimously.

### 3. **Resolution 15-2020 Appointments to the CAC and PAB**

Mr. March stated the CAC and PAB members are appointed by the mayor, and they are confirmed by the Town Board. Previously Town Board members were appointed to the CAC and PAB, and it is his understanding CAC was supportive of the appointees for the Committee.

Mayor Hamman asked if there are any other outstanding applications.

Ms. Houghteling asked Cynthia Sullivan if she has received any additional applications for appointment, and Ms. Sullivan stated she has only received one application from John Evans for the PAB.

JC Cox, chair of the PAB, recommended John Evans be appointed to the PAB to fill the vacancy.

Mr. March said he spoke with Michelle Vance, and she stated the CAC has endorsed all of the candidates.

Richard Bacon, chair of CAC, stated he is in favor of Linda Stoddard, Natalie Triplett, Linda Kinzli, Diana Freeman, and Steve Sarno staying on the CAC Board. Mayor Hamman supported this recommendation.

Trustee Kinney encouraged anyone who wants to share ideas or keep up to date on events to attend PAB and/or CAC meetings as both Boards would welcome the attendance.

Trustee Gaiter asked the PAB and CAC chairs to speak briefly on why these candidates would be good candidates for the Town Board to approve, as well as explain the process of selection.

Mr. Cox stated Mr. Evans was the appointed Trustee the PAB worked with the past two years, and Mr. Evans expressed interest in continuing with his work on the Board. Mr. Cox, and the PAB, feel Mr. Evans would continue to be a good fit.

Mr. Bacon stated the CAC applicants fill out a form online for the CAC Board to review, and the applicants are invited to make a presentation to the CAC Board at a meeting. The CAC Board asks a series of questions to the invited applicants after their presentations. Two applicants were selected for the CAC Board, because they could contribute different strengths to the CAC.

Trustee Gaiter asked Mr. Cox to clarify if Sarah Rice was a new appointment to the PAB, because she had 2020-2023 listed. Mr. Cox confirmed it was a renewal.

TRUSTEE JOHN JEROME MOVED, AND TRUSTEE REBEKKA KINNEY SECONDED to approve Resolution 15-2020 Appointments to the CAC and PAB. Motion passed unanimously.

#### 4. **Resolution 16-2020 Regarding Signage Pursuant to the Outdoor Advertising Act**

Mr. March stated this was a way to honor the graduates who didn't get an actual graduation. The Town did enter in to an agreement with Xcel Energy which allows the Town to put banners on Town street lights on Cleveland Avenue. He said Trustee Macdonald pointed out there was a concern for approval being needed under the Colorado Advertising Act due to Cleveland Avenue being a State highway. This Resolution would say the Town has an exception for public purpose signage.

Mayor Hamman clarified public purpose signage is essentially not for commercial purposes or money.

Trustee Macdonald said she was approached by Jami Sterkel to showcase the graduating class of 2020, and the decorative banners would be a way to showcase our local seniors graduating. Ms. Sterkel conducted online research to see what the interest level was for this project, and it was high for both families to purchase a banner, as well as people and/or local businesses to sponsor families who couldn't afford a banner. The hope is through partnership with the Main Streets Program and the Chamber of Commerce the Resolution would be a way to showcase this opportunity.

Jami Sterkel spoke with Anita Hardy and Kallie Cooper to gain permission to utilize their permits, and she has been working with the principals to email the families of the seniors to act as the liaison. Joshua Griffin with Dynamic Image LLC provides signage for the Main Streets Program, and he is willing to help with the project. Meagan Larson has agreed to create an online form for families to upload the senior picture with a quote.

Kallie Cooper mentioned the Main Streets Program met as a Board, and she clarified no additional permitting would be needed as long as banners aren't put up where they don't already exist. The business sponsors of the current banners will need to approve the temporary removal of the existing banners.

Mayor Hamman asked if the temporary removal of banners was a point of contention. Ms. Cooper stated it should not be an issue.

Trustee Macdonald stated this request is to gain permission from the Board to hang the ornamental banners honoring the graduates for 30-60 days

Trustee Kinney asked what the capacity is for available banner space. Ms. Cooper stated there is capacity for to 3 students per side which would allow 6 students per banner, and this should allow all banner requests to be accommodated. Ms. Sterkel mentioned Mr. Griffin can do a rotation of students if there is a need. Trustee Kinney suggested designating an overflow area which wouldn't require a permit. Trustee Macdonald spoke about the potential to use 6th Street as an option. Mr. March stated there are 9 poles identified for potential use under the agreement with Xcel.

Sergeant Michael Rairdon asked Ms. Sterkel if there were going to be guidelines for the potential motivational quotes added to the banner. She stated all quotes would be reviewed by her, Ms. Larson, and Mr. Griffin, and one of them would reach out directly to the family if anything is offensive. Mr. March agreed with Mr. Rairdon's concern, and he recommended using names and the class of 2020 with no quotes to eliminate the review portion.

TRUSTEE ASHLEY MACDONALD MOVED, AND TRUSTEE JOHN JEROME SECONDED to approve Resolution 16-2020 Regarding Signage Pursuant to the Outdoor Advertising Act. Motion passed unanimously.

## **5. Agreement for Sale and Purchase of Water Shares**

Ms. Houghteling said the Town was currently in negotiations for 10 shares of water, and the price per share is \$201,000.

Mr. March stated North Poudre did provide a range of prices in recent years, and the current price is within the range of what the stock is selling for generally.

Trustee Knutson asked why the warranty portion got crossed out. Mr. March clarified this was taken from a previous contract, and Bill Fisher with the Goodwin Trust was uncomfortable with the warranty provision as it's not typically a warranty deed. Mr. March said the share certificates are clear.

Trustee Gaiter asked if the Town had options if something was off or had not been disclosed. Mr. March stated we could have the warranty provision be reinserted, but there may be some objection due to it being a commercial Trustee giving the warranty. If you have the certificate and it's not noted as pledged, the general rule of law is it's fine. General searches can be conducted for title review. Trustee Jerome and Trustee Whitehouse agreed with adding the terms back in to the agreement.

TRUSTEE JOHN JEROME MOVED, AND TRUSTEE ASHLEY MACDONALD SECONDED to approve the Agreement for Sale and Purchase of Water Shares. Motion passed unanimously.

## **E. REPORTS**

### **1. Town Attorney**

Mr. March mentioned the discussions relative to the Housing Authority appointments on the Board, and he is planning on bringing this appointment to the next meeting. A nonprofit entity was created without allowing non residents of the Town to be on the commission, but Town ordinance allows them to be on the Board. John Evans would like to continue to serve on the Housing Authority Board. Mr. March spoke with Julie Brewen, the Director of the Fort Collins Housing Authority, and she strongly urges to keep the Board in tact with the addition of Trustee Macdonald.

### **2. Town Administrator**

Ms. Houghteling stated an email was sent from Cheryl Trent, retreat facilitator, for the Board to select dates for the upcoming 2 day facilitated Board retreat.

### **3. Staff Communications**

#### **a. Update on Finance Department Audit**

Mr. Sexton provided an update on the current audit and schedule. The Town engages in the financial statement audit per State statute to provide the highest level of assurance that all financial statements are follow accounting principals. Accounting records are searched, inspected, and verified to understand internal controls. Asset existence verification is conducted, balance sheets are inspected, and expense period verification are a few of the items collected so Anton Collins Mitchell LLP can issue a final report to the Town. This process is being done remotely due to the COVID-19 restrictions, and they are expected to have the audit submitted to the Board by June 30, 2020 so it can be submitted to DOLA by July 31, 2020.

### **4. Board**

Mayor Hamman proposed the Board to move forward with the 4th of July celebration. Trustee Jerome agreed the Town should proceed with planning.

Trustee Gaiter stated he attended the recent CAC Meeting, and the CAC is looking for guidance from the Board on how to proceed with the 4th of July celebration. He did speak with Larimer County Sheriff's Office to confirm they are planning for the celebration with making adjustments as needed. He also had a meeting with Ms. Houghteling, Michelle Vance, Trustee Macdonald, and Everitt Pettit to discuss how the Town should move forward with required permits. He also spoke with Katie O'Donnell, Larimer County Public Information Officer for Health, to discuss how the Town should proceed. She recommended putting together a plan for how the Town sees the 4th of July going forward and how we will manage health concerns to submit to her for approval. If this is approved, we are able to move forward with our plan.

Brian Eurlich, Bee Lake Productions, confirmed he has made payment for the Wellington fireworks, and he plans to take delivery around Memorial Day. All the magazines are contracted, but the video screen and audio portion of the celebration are on reservation. The music portion could be broadcast through FM transmission if needed. Mr. Eurlich did mention we could postpone the fireworks anytime the Town feels it's safe to enjoy the show, and the fireworks would have to be stored at \$300 a month until used. He will proceed with filing permits with the Fire Department.

Richard Bacon, CAC Director, mentioned the car show portion of the celebration is canceled, and the CAC has discussed moving the parade and car show to Labor Day.

Trustee Whitehouse asked Trustee Gaiter for the time frame for the review process with the Health Department. Trustee Gaiter said it should take roughly two weeks for review. He recommended we move forward with the permitting portion with Larimer County.

Trustee Kinney stated how special the 4th of July celebration is for the Town, and she feels it is important to protect a portion of this celebration.

Trustee Jerome recommend a cut off date be set for the confirmation or cancellation of the celebration. Mr. Eurlich confirmed the Town could wait until the day before to cancel if needed.

Trustee Whitehouse agreed we should move forward with planning, and he felt Labor Day was a good alternative if the celebration is postponed.

Trustee Gaiter asked Mr. Eulrich for the amount of the deposit for the sound and video portion. Mr. Eulrich stated the deposit is \$2600 which is half of the total rental cost.

Trustee Macdonald asked Trustee Gaiter what the unused CAC Easter budget was. He recommended Mr. Bacon to answer this question if possible.

Trustee Kinney wanted confirmation all 4th of July items have been previously budgeted which they have.

Trustee Gaiter expressed his concern with COVID-19 restrictions currently mandating no more than 10 people can gather, and he questioned if it restrictions would allow a park packed full of people with video and audio streaming. He asked what our options are this portion of the celebration. Mr. Eulrich will talk with the company representative to report back to Trustee Gaiter.

Trustee Jerome mentioned the audio and video equipment rental company should allow a deposit to be refunded if no one is able to use the equipment due to gathering restrictions. Mr. Eulrich stated it is beyond his control.

Trustee Macdonald expressed the importance of the audio portion of the celebration for visually impaired individuals. She feels it would be beneficial to explore opportunities to stream or broadcast the visual portion.

Trustee Kinney discussed the limited capacity of local restaurants, and how local cities are employing an entertainment zone in some capacity. She would like suggestions on how we could provide temporary outdoor seating to help our local restaurants in Centennial Park.

Trustee Gaiter asked what portion of 3rd Street could be closed to accommodate the proposed entertainment zone. Since this is a previously used space for food vendors during festivals, Trustee Kinney felt it would be a potential option.

Trustee Gaiter asked what the time frame would be for the use of the temporary set up. She proposed a Friday & Saturday night occurrence to provide the most profit for the local restaurants. She would like to create a preliminary plan to expedite the implementation.

Mayor Hamman asked if anyone has talked directly to the restaurant owners to get their direct thoughts on how, or if, this would benefit their business. Trustee Kinney clarified she has spoken to a few restaurant owners, and she will continue the conversation with the other owners.

Trustee Whitehouse recommend the Fire Department and Sheriff's Office should have input on the execution of this proposal.

Trustee Kinney stated it is worth the consideration even with cost and challenges in mind. She requested Ms. Houghteling research what local communities are doing to support local restaurants.

Trustee Gaiter recommended we confirm with local restaurants their interest in the idea before requesting staff to conduct research with local communities support responses. Trustee Whitehouse, Trustee Knutson, and Trustee Jerome agreed with Trustee Gaiter's recommendation.

Trustee Macdonald requested to hear from the Chamber of Commerce and Main Streets Program to provide insight on solutions they may have.

Trustee Kinney will proceed with the discussion to the restaurant owners, and she requested we add this discussion to a future agenda.

Trustee Kinney wanted to stress the importance of mask wearing in local businesses, and how critical it is for everyone to follow the current policy of mask wearing to ensure the safety of the business owners and employees, as well as showing a sign of respect.

Mayor Hamman discussed the importance of the role Michelle Vance served with the Town as the Economic Director, and he wishes her well in her future professional endeavors. He thanked Ms. Vance for her hard work while with the Town.

**F. EXECUTIVE SESSION**

No executive session.

**G. ADJOURN**

The Board adjourned at 8:34 p.m.

Respectfully Submitted

Jenny Jones

Executive Assistant

## **Board of Trustees Meeting**

**Date:** June 9, 2020

**Submitted By:**

**Funding Request - Eagles After Hours**

**Subject:**

- **Guest Presentation: Christie Brucher, Eagles After Hours Coordinator**

### **EXECUTIVE SUMMARY**

---

Annual request for Town Contribution to the Eagles After Hours Program.

### **BACKGROUND / DISCUSSION**

---

\$5,000 has been budgeted for this year. The GL account is 201-50-5188.

### **STAFF RECOMMENDATION**

---

Approve the request of funds for the Eagle's After Hours Program.

### **ATTACHMENTS**

---

1. Eagle After Hours
2. EAH2018-2019 (town board request) (2) (1) (2)

## Goals of the After Hours Program, 2019-2020

1. Establish an after-school program by, with and for middle school students in a supportive, drug free environment.
2. To enhance and expand extended learning opportunities into a comprehensive program assisting students to meet or exceed state and local standards in core academic subjects.
3. To provide learning opportunities to all community members.



Be an explorer in life—join the Eagles After Hours Program at Wellington Middle School!



# Wellington Middle School

*Wellington Middle School  
‘Eagles  
After  
Hours’*

Wellington Middle School  
4001 Wilson Avenue  
P.O. Box 440  
Wellington, CO 80549

Phone: 970-488-6634  
Fax: 970-488-6602  
Email: [www.cbrucher@psdschools.org](mailto:www.cbrucher@psdschools.org)

*Wellington Middle  
School  
‘Eagles  
After  
Hours’*

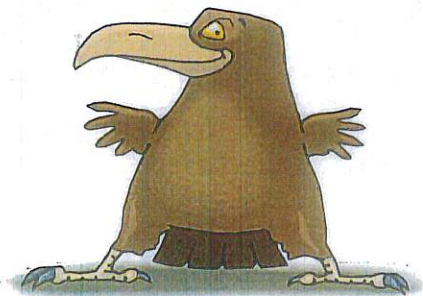
*Eagles soar  
after school at  
Wellington MS!*



Coordinator:  
Christie Brucher

Tel: (970) 488-6634

# What is "Eagles After Hours"?



"Eagles After Hours" is about getting involved in something fun after school on Tuesdays and Thursdays!

It is the mission of the Poudre School District's After Hours Program to support students in meeting core academic standards and to assist them in developing a healthy lifestyle through quality after school programming. "Eagles After Hours" is a program funded by several grants and local area businesses. Wellington offers programs in the following areas: academic activities, homework support, tutoring, music, art, dance, technology education, crafts, and athletics. Programming takes place right at Wellington Middle School on Tuesdays and Thursdays from :3:00-5:00 p.m. and transportation and a snack are provided! Wellington Middle School offers a wide variety of classes to appeal to everyone!

## A sample of Offerings

### Tuesday's

Eagle Hour Homework Help 3-5pm

Kindness Club 3-4pm

Ecology Club 3-5pm

Computer Lab 3-5pm

Sports and Games 4-5pm

MASH (Music After School Help  
3-4pm

Weight lifting 3-4pm

Open Studio 3-4pm

Math Help 3-5pm

### Thursdays

Eagle Hour Homework Help 3-5pm

Math Tutoring 3-4pm

Sports and Games 4-5pm

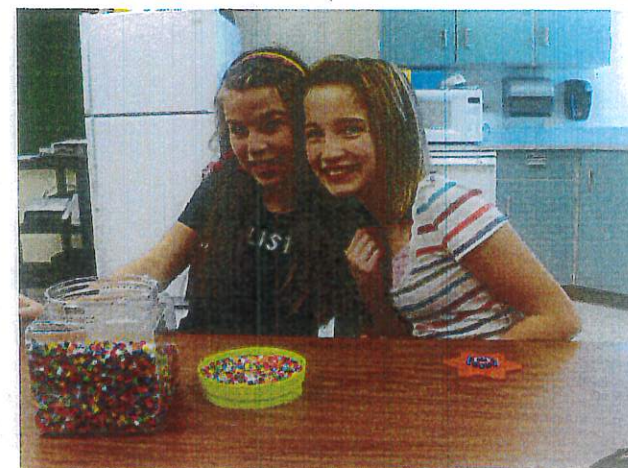
Weightlifting 3-5 pm

MASH (Music After School Help ) 3-4pm

Strength/ Speed/Agility 4-5pm

Sports and Games 3-5pm

Computer Lab 3-5pm



Wellington Middle School  
Eagle After Hours  
2020-2021

Date: May 8, 2020

We would like to thank the Wellington Town Board for your support of our Eagles After Hours Program for the (Spring) 2019-(Fall) 2020 school year. We would not have been able to provide the programming, snacks and supplies for the program without your support.

We have 554 students at Wellington Middle School and of those students over 3670 students (duplicated) participated in “Eagles After Hours” for (Fall 2019) - (Spring 2020) school year.

We have 54 days of programming for the 2020-2021 school year. The programming included Homework Help, Math Tutoring, Ecology Club, Science Olympiad, Yoga, Weightlifting, Sports and Games, MASH (Music After School Help), Chess Club, “Kindness Club”, English/Writing Club, Computer Lab and Community Arts.

We service Special Education, Highly at Risk and McKinney Students (who are our homeless students).

Our program services 100% of our student population. We know that with the volume of incoming students next school year, we will be serving even more students.

We are requesting funding of \$5000.00 for our (Fall 2020 – Spring 2021) school year.

Thank you,

Christie Brucher, Program Coordinator

## **Board of Trustees Meeting**

**Date:** June 9, 2020  
**Submitted By:** Cody Bird, Planning Director  
**Subject:** Appointment to Planning Commission

### **EXECUTIVE SUMMARY**

---

There is one vacant seat on the Planning Commission to be appointed. Appointments are made by resolution. A draft resolution is attached.

### **BACKGROUND / DISCUSSION**

---

On May 26, 2020, the Board of Trustees adopted Resolution No. 17-2020 appointing positions to various boards and commissions. At the time the resolution was adopted, there were applications for the vacant seat on the Planning Commission, but the applications had not yet been reviewed.

Applications (Dan Sattler and Linda Knaack) are attached with this report.

The Planning Commission conducted interviews with the two applicants at the June 1, 2020 Planning Commission meeting. Following interviews and discussion, the Planning Commission did not reach consensus on just one applicant to recommend for the appointment. Therefore, the Planning Commission forwarded a recommendation that the Board of Trustees interview both candidates.

The attached draft resolution has a blank space for the vacant seat. Following the Board's appointment, the resolution will be updated accordingly.

### **STAFF RECOMMENDATION**

---

Move to approve Resolution No. \_\_\_\_ making, approving and confirming appointments to the Planning Commission.

### **ATTACHMENTS**

---

1. Resolution
2. Dan Sattler Application
3. Linda Knaack Application

**TOWN OF WELLINGTON RESOLUTION NO. \_\_\_\_- 2020**

**RESOLUTION APPOINTING CERTAIN TOWN POSITIONS ON THE PLANNING COMMISSION**

**Whereas**, the Mayor of the Town of Wellington is charged by Article 2 of the Wellington Town Code with appointing members of various Town Boards and the Wellington Town Board is charged with confirming or approving the Mayoral appointments; and

**Whereas**, the Mayor has appointed members to serve on the Planning Commission which the Mayor is entitled to appoint; and

**Whereas**, Planning Commission positions have previously been filled by appointment and terms are so noted below; and

**Whereas**, upon adoption of Resolution No. 17-2020 adopted May 26, 2020, there was one vacancy on the Planning Commission; and

**Whereas**, the Town has received applications to serve on the Planning Commission; and

**NOW THEREFORE**, the Town Board of the Town of Wellington, Colorado takes the following actions and makes or approves or confirms the following appointments to the Planning Commission:

1. Planning Commission. Town code at Sec. 2-10-30 provides that The Planning Commission shall consist of seven (7) voting members appointed for 6-year terms:

The Mayor is a member

Four (4) members are appointed by the Board of Trustees and are citizens/residents of the Town

One (1) Trustee appointed by the Board of Trustees

One (1) Trustee selected by the Mayor

| Member           | Appointment Authority      | Term Expires                |
|------------------|----------------------------|-----------------------------|
| Bert McCaffrey   | Board of Trustees          | Term 2024                   |
| Barry Friedrichs | Board of Trustees          | Term 2024                   |
| Troy Hamman      | Mayor                      | for balance of Mayor term   |
| Tim Whitehouse   | Trustee Appointed by Mayor | for balance of Trustee term |
| Rebekka Kenny    | Trustee Appointed by Board | for balance of Trustee term |
| Eric Sartor      | Board of Trustees          | Term 2025                   |
|                  | Board of Trustees          | Term 2026                   |

**PASSED AND ADOPTED** AT A REGULAR MEETING OF THE TOWN BOARD OF THE TOWN OF WELLINGTON, COLORADO, THIS 9TH DAY OF JUNE, 2020.

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

ATTEST:

Kelly Houghteling, Interim Town Administrator/Clerk

**Which board or commission would you like to be appointed to?**

- |                                                       |                                                      |                                                    |
|-------------------------------------------------------|------------------------------------------------------|----------------------------------------------------|
| <input type="radio"/> Board of Adjustment             | <input type="radio"/> Parks Advisory Board           | <input type="radio"/> Wellington Housing Authority |
| <input type="radio"/> Community Activities Commission | <input checked="" type="radio"/> Planning Commission | <input type="radio"/> Board of Trustees            |

**Name**

Daniel J. Sattler

**Address**

9028 Painted Horse Ln

**City**

Wellington

**State**

CO

**Zip Code**

80549

**Home Phone Number**

(970) 776-0189

**Work Phone Number**

(970) 776-0189

**Cell Phone Number**

(970) 776-0189

**Email Address**

Dan@SattlerDealerServices.com

**Wellington Resident (Number of Years/Months)**

13 years

**Current Occupation**

President of Sattler Dealer Services

**Please list any relevant education, employment, or volunteer experience you have.**

Wellington Planning Commission - 2 years.  
Wellington Board of Trustees - 4 years  
HOA Board Member - 9 years  
Small Business Owner - 10 years

**Are you currently serving on any other board or commission?**

- ☒ Yes ☐ No

**Have you attended a meeting of the board or commission you are applying to?**

☒ Yes

☐ No

**Why do you want to become a member of this particular board or commission?**

I've been on the Planning Commission for the past two years and have seen the positive changes that Cody Bird has brought to the town and the Planning Commission. I understand the role I play as a Commissioner in our continued process to sustain smart healthy growth.

**What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?**

Complete the Comprehensive Master Plan.

Make sure our codes and zoning are in line with what we, as a town, want in order to grow in a sustainable way. The Planning Commission has to act many times in a quasi-judicial role. We don't want to have our hands tied because our codes are not clear. This type of thing has happened in the past.

Have a process in place that makes it easier for developers to navigate they're way through the system. Making Wellington the most desirable place in northern colorado to bring development projects.

**Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.**

N/A

### Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

**Signature of Applicant**

Daniel J. Sattler

**Date**

4/14/2020

## Application for Board or Commission Vacancy - Submission #1167

**Date Submitted: 4/30/2020**

### Eligibility Requirements

- Board/Commissions that require 1-year residency

**Which board or commission would you like to be appointed to?**

- |                                                       |                                                      |                                                    |
|-------------------------------------------------------|------------------------------------------------------|----------------------------------------------------|
| <input type="radio"/> Board of Adjustment             | <input type="radio"/> Parks Advisory Board           | <input type="radio"/> Wellington Housing Authority |
| <input type="radio"/> Community Activities Commission | <input checked="" type="radio"/> Planning Commission | <input type="radio"/> Board of Trustees            |

**Name**

Linda Knaack

**Address**

4212 White Deer Ln

**City**

Wellington

**State**

CO

**Zip Code**

80549

**Home Phone Number**

970-214-7092

**Work Phone Number**

970-567-8333

**Cell Phone Number**

970-214-7092

**Email Address**

cars@autorepairofwellington.com

**Wellington Resident (Number of Years/Months)**

48 years 8 months

**Current Occupation**

Business Owner Knaack of it Automotive &amp; Accountant

**Please list any relevant education, employment, or volunteer experience you have.**

I have a Bachelors degree in accounting. I spent over 13 years working as the controller in a construction company. I have 6 years experience working as an administrative/payroll director in 2 non-profits (Pathways Hospice & Sky Ranch Lutheran Camp). I spent 6 years working as a Financial Associate, obtained my Series 6 & 63 Financial Securities Exams with Thrivent Financial. Now I'm a proud local business owner on Main Street Wellington.

**Are you currently serving on any other board or commission?**

- ☐ Yes ☒ No

**Have you attended a meeting of the board or commission you are applying to?**

☒ Yes

☐ No

**Why do you want to become a member of this particular board or commission?**

As a Wellington native and business owner I have seen the town grow rapidly. The growth is here and will continue. I believe however its important for smart growth, and build our existing and bring in new businesses in town. Keep people working and living in Wellington.

**What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?**

Strategic growth. Be mindful of the business's that come to town, where the business's are locating and also where new housing is being built. It seems we have somewhat land locked our town by homes and forgot where businesses could come. This would be a priority of mine to build our business district.

**Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.**

I hope none.

### Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

**Signature of Applicant**

Linda Knaack

**Date**

4/30/2020



## **Board of Trustees Meeting**

**Date:** June 9, 2020  
**Submitted By:** Cody Bird, Planning Director  
**Subject:** Annexation Agreement for Poudre School District Annexation

### **EXECUTIVE SUMMARY**

---

The Town Board was presented with a draft annexation agreement and it was subsequently tabled to the June 9, 2020 meeting to allow coordination between Town staff and PSD staff. Town staff is recommending that the annexation agreement and a development agreement be approved concurrently. Details of the development agreement are still forthcoming, some of which are dependent upon additional analysis and plan review. Town staff recommends this item be tabled while both the annexation agreement and development agreement are being prepared.

### **BACKGROUND / DISCUSSION**

---

### **STAFF RECOMMENDATION**

---

Move to table the item to the June 23, 2020 Board meeting.

### **ATTACHMENTS**

---

1. Draft Annexation Agreement

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 between the TOWN OF WELLINGTON, COLORADO, a Colorado municipal corporation, hereinafter referred to as the "Town" and POUDRE SCHOOL DISTRICT R-1, 2407 LAPORTE AVE, FORT COLLINS, CO 805212211 hereinafter referred to as the "Owner".

### WITNESSETH:

WHEREAS, Owner is the owner of property more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Owner has filed a petition to annex the Property to the Town; and

WHEREAS, the Town passed Ordinance No. 4-2020 annexing the Property with execution of the Annexation Agreement by the Owner and the Town of Wellington a precondition to the Ordinance becoming effective; and

WHEREAS, Colorado's Courts have recognized that the Municipal Annexation Act of 1965 contemplates annexation agreements as a routine step in the annexation process; and

WHEREAS, the parties are desirous of entering into an annexation agreement to set forth various obligations of the parties including obligations for development and use of the property in the future;

NOW, THEREFORE, the parties agree as follows:

1. Dedications. Owner acknowledges that the Development Agreement and subsequent subdivision approvals will require dedication of property necessary to install public improvements as defined in this agreement, on the annexation map and as will be shown on any subsequent subdivision or other plat, Owner warrants title to the same against claims by any party claiming by, through, or under the Owner, subject only to those exceptions accepted by the Town.
2. Infrastructure. Except as set forth in this agreement, Owner agrees to install all infrastructure improvements and make all dedication as necessary for the development of the Property, such improvements and dedications shall include but not necessarily be limited to those improvements and dedications called for in this agreement and as required by the Town at the time of subdivision of the Property and issuance of any building permit for improvements to the Property.

All infrastructure improvements installed by Owner shall be installed in accordance with the direction of the Town Engineer and Public Works Department and the Town's Standard Design Criteria as adopted by the Town dated March 10, 2015 and which may

from time to time be amended (the "Standards"). Owner agrees to pay all costs to underground all utilities serving the Property at the time the Property, or any part of the Property, is subdivided or otherwise developed.

Owner acknowledges that fees, including development impact fees and any advances for required off-site improvements, will be payable at the time of final plat, development agreement approval and utility connection and agrees to pay said fees.

3. Landscaping. Owner shall install street trees and landscaping along the perimeter of the Property near the public sidewalk which complies with the landscaping plan to be submitted to the Town as part of the platting process. Regardless of any landscape approvals granted by the Town, Owner, at a minimum shall abide by landscaping standards adopted by the Town from time to time in installing and maintaining street trees.

4. Development Impact Fees. Owner agrees to pay development impact fees imposed by the Town including but not limited to building inspection, parks, water and sewer tap, road impact, storm drainage, administration, library and similar fees. Owner understands that these fees are normally payable at the time of building permit request and fees may be modified by the Town from time to time. Owner acknowledges the obligation to pay all applicable review fees and other applicable expenses including as required by the town's D-5 agreement, which Owner agrees to sign, and which requires payment of review expenses.

Notwithstanding the foregoing, Owner Poudre School District R-1 will not be assessed building inspection fees because the School District receives the building inspections and certificate of occupancy through the State of Colorado per CRS 22-32-124(1)(c). Owner Poudre School District R-1 will pay all applicable fees by \_\_\_\_\_, 2020, or upon final approval of the final plat, whichever is later.

5. Water Contributions.

- A. Raw water: The Town's Land Use Code requires developers to contribute Raw Water at the time of issuance of a building permit or allows the Town at its discretion and according to the Town's rate schedule to accept cash-in-lieu of payments. Unless otherwise modified by mutual agreement at the time of subdivision/development, Owner shall convey water rights to the Town, as negotiated by the parties.
- B. In-Building Water Supply. Notwithstanding paragraph A. above, the Town has no obligation to provide water to the Property, if the Town agrees to provide water to the Property, the Owner Poudre School District R-1 shall provide and convey to the Town such raw water or raw water rights as is required to supply the improvements to be constructed by the School District on the Property. The amount of water required shall be determined at the time of final plat approval or at such other time as may be agreed upon in

writing by the parties hereto. The water resources to be contributed may or may not already be adjudicated for municipal use at the time of contribution, provided that there are no known impediments to the legal or physical availability of such water resources for use in and delivery to and from the Town's water system.

- C. Irrigation by Tributary Water. Notwithstanding subsection B above, Owner shall retain all tributary water rights including all wells and tributary groundwater rights appurtenant to said wells located on the Property (including as needed all areas of the Property dedicated to the Town) , and any ditch company shares that may be associated with such land, and to the Town will cooperate in allowing the irrigation of the turf grass and landscaped areas of the Property with non-potable tributary water supplies, notwithstanding C.R.S. § 37-90-137(8) or any other law. Owner will convey to the Town all nontributary groundwater rights, including all nontributary groundwater rights in the Muddy Sandstone, Entrada Sandstone and Dakota Sandstone aquifers underlying and appurtenant to the Property. If excess irrigation water exists beyond that necessary to irrigate the Property, Developer will, so long as legally permissible allow use of such excess by the Town and will cooperate in approval of such excess water use.

6. Development agreement. As a condition to construction of any structure on the Property, a memorandum of agreement for public improvements or similar development agreement ("development agreement") shall be executed by the Owner and Town in a form acceptable to the Wellington Town Board of Trustees. Such agreement shall address the dedication and improvement of roads including sidewalks, signage and traffic control, the installation and maintenance of water and sewer services, including lift stations and related facilities, the installation and maintenance of storm drainage facilities and, if applicable, provisions for the construction and maintenance of bridges and similar structures and provisions for the payment of off-site improvement expenses. Owner Poudre School District R-1 and the Town have entered into a Memorandum of Understanding (the "MOU") which sets forth certain agreements concerning public improvements. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the MOU and also will execute such additional amendments to the MOU or other documents as necessary to effectuate the same. Notwithstanding the foregoing, it is expressly understood and agreed that the School District may proceed with overlot grading of the Annexed Property without any further notice to, or approval by, the Town.

7. Road construction. All roads and road improvements upon or related to the Property shall be constructed as agreed to herein, or as may be agreed to in the required development agreement.

The Town has requested, and the Owner has agreed to dedicate road right-of-way at the northwest corner of the intersection of County Road 9 and County Road 62E for future intersection improvements, such additional right-of-way to be dedicated on the final plat.

At the time of this agreement, the Town has contracted for traffic analysis of the intersections of State Highway 1 and County Road 9, State Highway 1 and County Road 62E, and County Road 9 and County Road 62E (collectively, the "Intersection Improvements"). The analysis will result in selection of a conceptual design for future construction of Intersection Improvements, a planning level cost estimate, and funding recommendations identifying parties responsible for participating in costs, and each parties' proportionate share of the funding for the Intersection Improvements. The Owner agrees to pay their proportionate share of Intersection Improvements as determined by the analysis.

Owner Poudre School District R-1 shall pay to the Town its proportionate share of the Intersection Improvements, which amount may be escrowed by the Town pending further development, by \_\_\_\_\_, 2020, or upon final approval of the final plat, whichever is later.

8. Water/Sewer improvements. Owner shall install water and sewer improvements and related facilities as may be necessary to serve the Property which improvements shall be further defined by the development agreement. The Town shall not be obligated to provide water or sewer service to any portion of the Property and in no event will the Town approve water service until it is confirmed that the Town has adequate water and sewer capacity to serve the Property. All water and sewer mains and appurtenant facilities shall be constructed in accordance with applicable Town ordinances, rules, regulations, Standards and engineering specifications as may be in effect at the time of development, and upon completion and acceptance by the Town, any such improvements shall be conveyed to the Town, and the Town shall thereupon assume the responsibility for the maintenance, repair, and replacement of said mains and facilities. Each Owner will pay all costs associated with obtaining water and sewer service for its portion of the Property and will grant, without cost, all necessary easements for construction and maintenance of any sewer or water improvements necessary serve the Property.

**THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED THAT THE NORTHERN COLORADO WATER ASSOCIATION WILL NOT PROVIDE DOMESTIC WATER SERVICE TO THE PROPERTY AND THAT THE NORTHERN COLORADO WATER ASSOCIATION HAS CONSENTED TO THE TOWN PROVIDING WATER SERVICE TO THE PROPERTY.**

9. Non-municipal Dedications. Owner agrees to provide appropriate and standard easements or rights-of-way for non-municipal utilities as recommended by the Town Engineer including easements for gas, electric, cable TV and irrigation water service.

10. Storm Drainage Improvements. Owner shall construct and maintain such storm drainage improvements identified in the MOU and as may be required during subdivision/development of the Property in accordance with applicable Town regulations and Standards. Unless it otherwise consents, the Town shall not be obligated to provide storm drainage improvements for any portion of the Property.

11. Agricultural use. As of the date of this Agreement, portions of the Property are being used for agricultural purposes. The Property may continue agricultural uses legally existing at the time of annexation including grazing livestock and maintenance of fences (including barbed wire fences) until the earlier of commencement of construction of any structural improvement on the property or approval of a development agreement or subdivision/final plat. Thereafter, the Owner shall discontinue agricultural uses of the Property unless otherwise agreed to in writing by the Town. The Town and other governmental authorities have adopted certain weed control, dust control and other nuisance standards. If the Property is not farmed or Owner does not otherwise ensure that sources of weed, dust and nuisance violations are addressed, the Town shall have the right to address the sources of such violations and shall have a lien against the Owner's Property to ensure reimbursement of any costs the Town incurs in addressing such violations.

12. Initiative/Referendum. If the annexation of the Property, or any portion thereof, is challenged by initiative or referendum, all provisions of this Agreement, together with the duties and obligations of each party (including payment of all taxes imposed by the Town and enforcement of any Town ordinances on the Property), shall be suspended pending the outcome of the referendum election. If the initiative/referendum challenge results in disconnection of the Property from the Town, then this Annexation Agreement and all provisions contained herein shall be null and void and have no further effect. If the initiative/referendum challenge fails, then Owner and the Town shall continue to be bound by all the terms and conditions of this Annexation Agreement.

If any citizen-initiated or referred ordinance becomes effective in the Town within eleven (11) months after the effective date of the annexation ordinance, which substantially alters or limits Owner's right to use its portion of the Property as contemplated by this Agreement, then the Town, upon the written request of Owner, will proceed to take all necessary action to disconnect the Property from the Town.

The provisions of this section 12 are subject to the laws and rights, authority, and prerogatives of Poudre School District R-1 pertaining to the location of public schools only on portions of the Property owned by Poudre School District R-1.

13. Disconnection. Owner may not petition the Town to disconnect any portion of the Property if the effect of that disconnection would be that any other property in the Town would no longer have the contiguity to the Town. Absent approval by Town, Owner waives any right to disconnect the Property for failure on the part of the Town to provide services as would otherwise be allowed by C.R.S. §31-12-119. If Owner properly disconnect any portion of the Property as provided for herein, this Agreement

shall continue to bind the Owner and Property to the extent that the Town has incurred obligations in reliance on this Agreement and the annexation petition.

14. Court Action. If the annexation of all or any portion of the Property is voided by action of any court (excluding any action arising as a result of an initiative or referendum) the Town and Owner shall cooperate to cure any legal defect which resulted in disconnection and upon cure this Agreement shall be deemed an agreement to annex such property to the Town as provided for by C.R.S. §31-12-120. Owner shall reapply for annexation with the property becomes eligible for annexation as determined by the Town.

15. Town's Ordinances. Development of the Property shall be governed by the Town's ordinances, resolutions, standards, fees and policies currently in effect and as may be adopted or amended in the future. Except as set forth in this Agreement, land use issues remain subject to the police power and legislative authority of the Town; provided, however, that development of the Property by Poudre School District R-1 shall be subject to CRS §22-32-124.

16. Enforcement. This Agreement shall be specifically enforceable by a court of competent jurisdiction. In the event of a material breach of any material provision of this Agreement, the nonbreaching party may ask a court of competent jurisdiction to enter a writ of mandamus, temporary or permanent restraining orders, temporary or permanent injunctions, or orders of specific performance to compel the breaching party to perform its duties under this Agreement and to grant such other relief as may be afforded by law, it being the intent of this provision to supplement the law of remedies.

17. Further agreements. The parties agree to sign any further documents reasonably required by Owner or the Town to carry out the terms of this Agreement.

18. Recordation. This Agreement and any amendments to this Agreement may be recorded with the Larimer County Clerk and Recorder and shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of the Owner. Upon conveyance of any interest in the Property, the previous Owner shall be released of any future obligation hereunder as to the portion of the Property conveyed. This Agreement shall constitute a covenant running with the Property.

19. Entire agreement. Subject to the Town code and other properly adopted authority, this Agreement represents the entire agreement between the parties. Any amendments to this Agreement to be affective shall be in writing.

20. Vesting. The Town's ordinance 16-1999 defines site specific development plans and provides that vested property rights are only created if properly requested at the time of approval of a development agreement or final subdivision plat. This Annexation agreement does not give rise to any claim of vested rights related to the Property.

21. Counterparts. This Agreement may be executed by any number of counterparts and by any number of counterpart signature pages, each of which shall be an original with the same effect as if each of the signatures were affixed to the same instrument.

22. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town: Town Administrator  
Town of Wellington  
Post Office Box 127  
Wellington, Colorado 80549

With a copy to

Wellington Town Attorney  
Attn. Brad March  
March and Olive, LLC  
1312 S. College Avenue  
Fort Collins, CO 8024

Notice to Owner: Poudre School District R-1  
2407 LAPORTE AVE  
FORT COLLINS, CO 805212211

23. Election. Owner agrees that they are voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. § 31-12-112, as amended, to impose terms and conditions upon the Annexed Property, Owner owns 100 percent of the Annexed Property, excluding public streets and alleys, and would vote to approve all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the terms and conditions hereof.

24. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

25. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer County, Colorado.

26. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

27. Legal Authority of School District. Except as set forth herein to the contrary, this Agreement shall not limit or alter the Poudre School District R-1's legal rights and authority with regard to the location, construction, reconstruction, or expansion of any school or school-related building or structure as provided in CRS § 22-32-124, or any other law

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement the day and year first written above.

**THIS AGREEMENT CREATES OBLIGATIONS FOR VARIOUS PROPERTY OWNERS AND MAY CREATE OBLIGATIONS TO MAINTAIN CERTAIN ROADS ON THE PROPERTY, LIENS OR OTHER RIGHTS AGAINST OWNERS AND THE PROPERTY. IT HAS BEEN RECOMMENDED TO EACH OWNER THAT THIS AGREEMENT BE REVIEWED WITH LEGAL COUNSEL.**

TOWN OF WELLINGTON, COLORADO

By: \_\_\_\_\_  
Troy Hamman, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Houghteling, Interim Town Administrator/Clerk

APPROVED AS TO FORM

March & Olive, LLC  
Town Attorney

By: \_\_\_\_\_  
J. Brad March

## PSD Signatures Page

EXHIBIT "A"

Description:

[Insert Legal]

## **Board of Trustees Meeting**

**Date:** June 9, 2020  
**Submitted By:** Kelly Houghteling, Interim Town Administrator  
**Resolution 19-2020 — Plan of Administrative Organization**

**Subject:**

- **Staff Presentation: Kelly Houghteling, Interim Town Administrator**

### **EXECUTIVE SUMMARY**

---

Although serving in an Interim capacity, the organizational chart must be approved by the Board of Trustees through a resolution. The positions that are currently vacant are listed in yellow on the organizational chart.

### **BACKGROUND / DISCUSSION**

---

The Town Administrator shall propose a plan of administrative organization to the Board of Trustees within ninety (90) days after his or her appointment, which, if approved by the Board of Trustees, shall be adopted by resolution. The administrative plan shall provide for such departments and employees as may be deemed necessary for the efficient administration of the Town. All such employees shall be appointed by the Town Administrator/Clerk with approval of the Board of Trustees.

### **STAFF RECOMMENDATION**

---

Staff recommends approval of the Interim Town Administrator's organization chart.

### **ATTACHMENTS**

---

1. RESOLUTION 19-2020
2. Org Chart\_ Updated 6.5.20

**RESOLUTION NO. 19-2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE TOWN OF WELLINGTON, COLORADO  
APPROVING INTERIM ADMINISTRATOR'S PLAN OF ADMINISTRATIVE  
ORGANIZATION**

WHEREAS, Section 2-3-20 (e) of the Wellington Municipal Code provides that the Town Administrator/Clerk shall propose a plan of administrative organization to the Board of Trustees within ninety (90) days after his or her appointment, which, if approved by the Board of Trustees, shall be adopted by resolution. The administrative plan shall provide for such departments and employees as may be deemed necessary for the efficient administration of the Town. All such employees shall be appointed by the Town Administrator/Clerk with approval of the Board of Trustees.

Whereas the Interim Town Administrator Clerk has proposed administrative plan of organization in the form attached.

**NOW THEREFORE**, the Wellington Town Board of Trustees approves the Interim Town Administrator Clerk's proposed administrative plan of organization.

ADOPTED by the Board of Trustees this 9<sup>th</sup> day of June, 2020

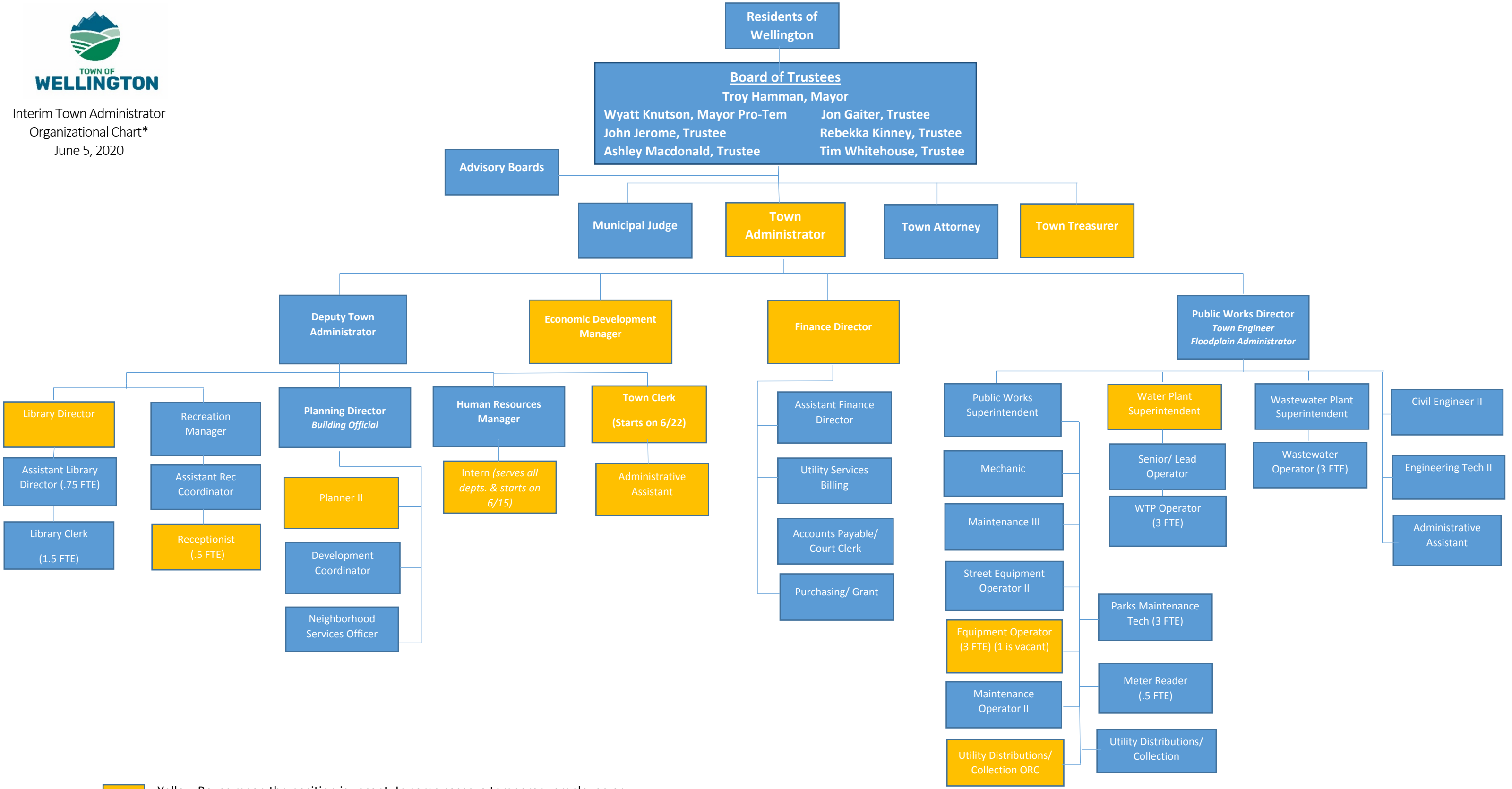
Troy Hamman, Mayor

ATTEST:

Kelly Houghteling ,Town Administrator/ Clerk



Interim Town Administrator  
Organizational Chart\*  
June 5, 2020



 = Yellow Boxes mean the position is vacant. In some cases, a temporary employee or interim is filling the position, but a permanent hire has not been made.

\*Seasonal employees are not listed on this organizational chart

## **Board of Trustees Meeting**

**Date:** June 9, 2020

**Submitted By:**

**Subject:** Resolution 20-2020: Watering Restrictions

### **EXECUTIVE SUMMARY**

---

### **BACKGROUND / DISCUSSION**

---

### **STAFF RECOMMENDATION**

---

### **ATTACHMENTS**

---

1. water restrictions cover sheet
2. Resolution 20-2020 Watering Restrictions
3. Water Production Thru Apr 2020



## Board of Trustees COMMUNICATION

|                                      |                                        |                                    |
|--------------------------------------|----------------------------------------|------------------------------------|
| <b>Meeting Date:</b><br>June 9, 2020 | <b>Page 1 of 1</b>                     | <b>Item: Watering restrictions</b> |
| <b>Agenda No.:</b>                   | <b>Presented by:<br/>Town Attorney</b> |                                    |

The water committee recently met and in light of water plant demands and water costs staff strongly urged that the Board put more stringent outdoor watering restrictions in place. Attached is a proposed ordinance that would increase restrictions over past years and would place stronger penalties on owners, occupant or persons otherwise failing to abide by restrictions. As noted in the ordinance, the town has maintained watering restrictions for some time but the restrictions have not been vigorously enforced. With current circumstances the Town would intend to step up enforcement in the 2020 watering season. The Judge by the court's municipal rules of procedure has the ability to set presumptive fines for violations. Staff has recommended fines of \$200 for a first offense, \$500 for a second offense and \$1,000 for a third offense if tickets are issued. It would be anticipated that warnings, in the code enforcement officers discretion may be issued before a summons is issued. I gather that door hang tags and information have been or are being prepared by staff.

## **RESOLUTION NO. 20-2020**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO RESTRICTING THE HOURS OF OUTDOOR WATERING**

WHEREAS, Section 13-1-160(a) of the Wellington Municipal Code concerning sprinkling and water scarcity states the Town Board shall have the authority to establish such rules and regulations so as to limit the days of outdoor watering or sprinkling or to limit the use of water in such manner as it shall deem necessary. Such regulations may be adopted by Resolution and shall become effective immediately upon passage.; and

WHEREAS, drinking water demand has increased significantly, due in part to COVID-19 factors such as the stay-at-home requirements.

WHEREAS, up to 75% of water is lost through evaporation when watering is done during the heat of the day.

WHEREAS, the Town has maintained in place outdoor watering restrictions since 2013 as adopted by Resolution 8-2013.

WHEREAS, water use has become a more pervasive problem for the Town and water delivery costs have risen dramatically and supply capacity has become more limited as a result of increased burdens on the Town's water treatment plant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Wellington, Colorado, that:

#### **SECTION 1: Mandatory Restrictions.**

Effectively immediately upon passage, outdoor watering within the Town of Wellington using treated water supplies from the Town's Water Utility shall be limited as follows:

1. Between May and October 15, 2020, outdoor watering shall be restricted to the hours between 8:00 p.m. in the evening and 8:00 a.m. the next morning.
2. Addresses with odd street numbers shall only water on Tuesdays and Saturdays.
3. Addresses with even street numbers shall only water on Wednesdays and Sundays.
4. Runoff from irrigation shall be kept to an insignificant minimum.
5. Irrigation overspray onto non-vegetated areas is prohibited.
6. Washing of outside paved or concrete areas is prohibited.

#### **SECTION 2.: Water Wells**

If outdoor watering using adjudicated water wells ("Non-Utility Watering") occurs, the well owner shall at all times when water is being applied conspicuously post the property as being watered using "well water" or "non-potable water."

#### **SECTION 3: Voluntary Restrictions.**

Residents applying utility and non-utility water are encouraged to follow the following voluntary restrictions to conserve water and reduce the potential for more stringent

mandatory restrictions.

1. Limit outdoor watering to no more than 2 days a week.
2. After rainstorms, turn off automatic watering systems until lawns start to get dry again.
3. Watering should be limited to only that which is necessary to keep lawns and other landscape plants alive and healthy.
4. Sprinkler systems should be maintained and adjusted to prevent water
5. Running off the lawn and into the street gutter.
6. If cars are washed outdoors at home, washing should be done with buckets and rinsed by hose with a spray nozzle. Avoid letting water run.

#### SECTION 4: VIOLATIONS:

As provided by the Wellington Municipal Code at 13-1-160(a), Enforcement shall be by summons issued in accordance with Section 2-4-140 of the Code. The property of any User violating this provision shall be subject to utility service termination. Penalties may be enforced against the occupant or owner of any property or any person responsible for violating watering restrictions. Each day that such violation continues to exist shall be considered a separate offense. Violation of watering restrictions as provided for by this resolution shall be a non-criminal violation and pursuant to Wellington Municipal Code Section 1-4-20, any person convicted of a noncriminal violation may be fined by an amount not to exceed one thousand dollars (\$1,000.00). In addition, such person shall pay all costs and expenses in the case, including attorney fees.

ADOPTED by the Board of Trustees this 9<sup>th</sup> day of June, 2020

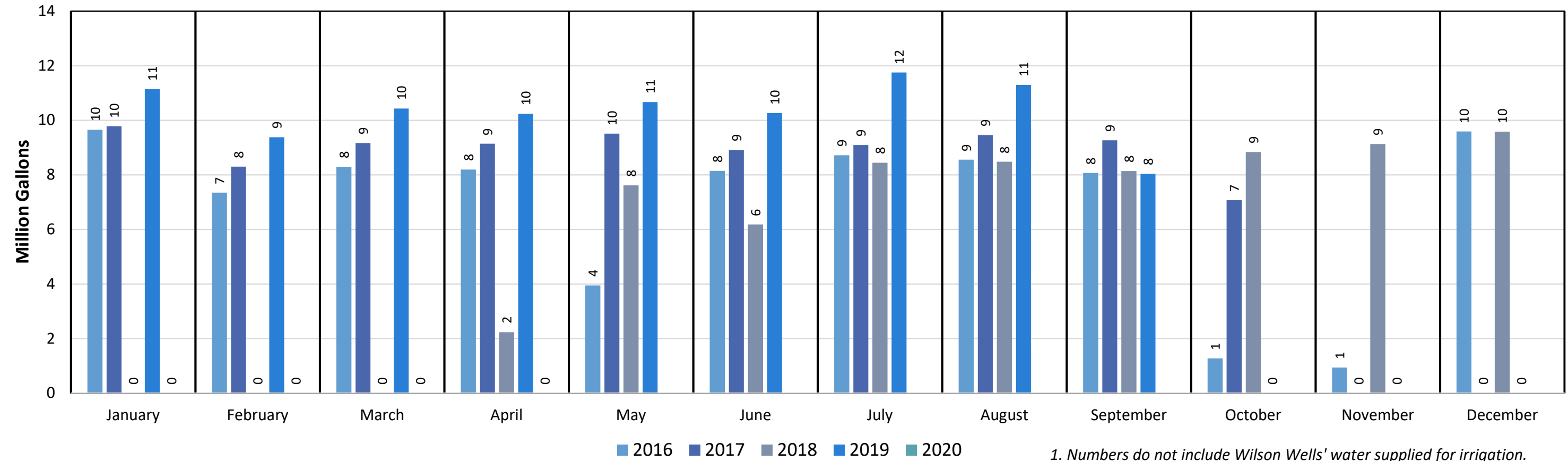
Troy Hamman, Mayor

ATTEST:

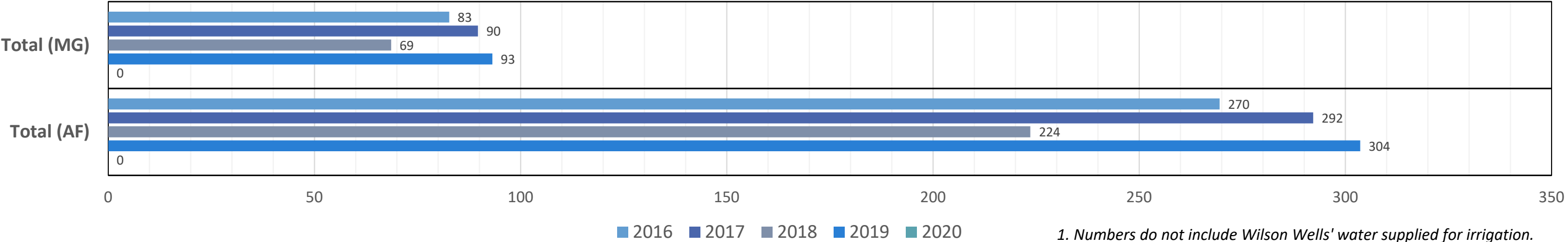
Kelly Houghteling ,Town Administrator/ Clerk

TOWN OF WELLINGTON  
Water Treatment

Monthly Production: Nano Plant<sub>1</sub>  
(Through April, 2020)



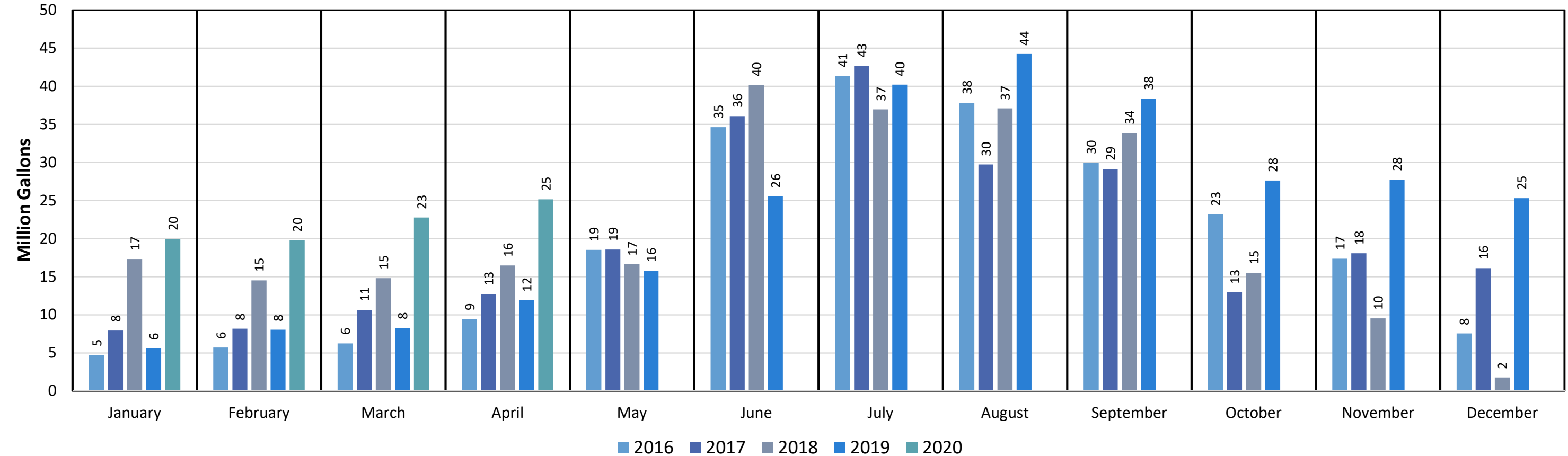
Annual Production Volumes<sub>1</sub>  
(Through April, 2020)



*TOWN OF WELLINGTON*  
**Water Treatment**

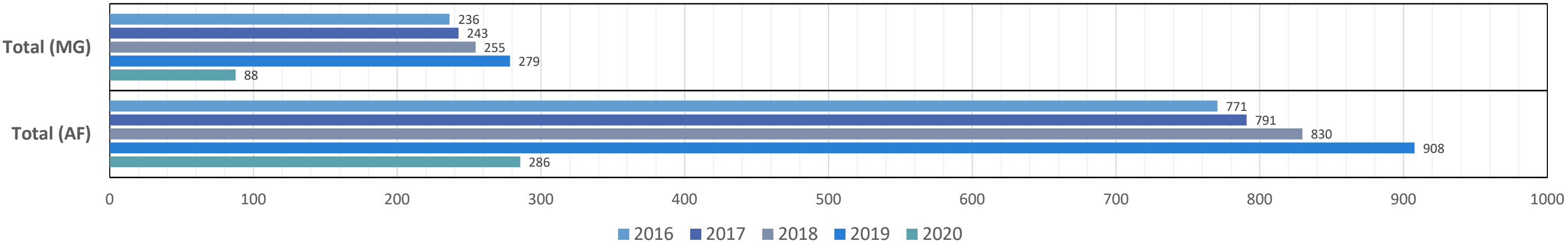
**Monthly Production: Main WTP (Conventional & Microfiltration)**

(Through April, 2020)



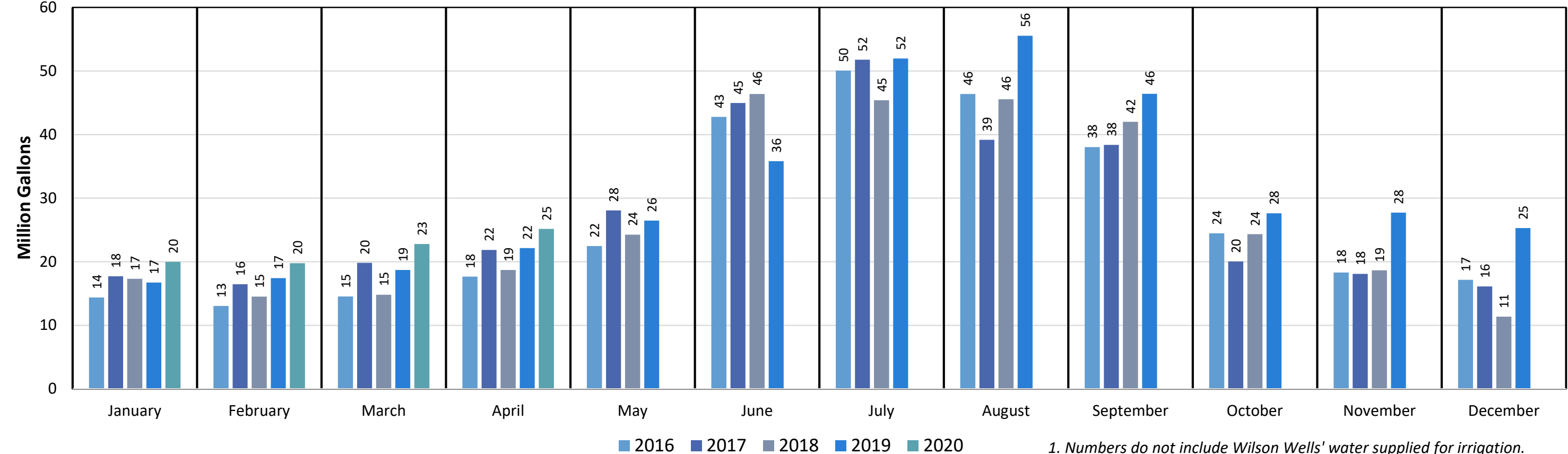
**Annual Production Volumes**

(Through April, 2020)

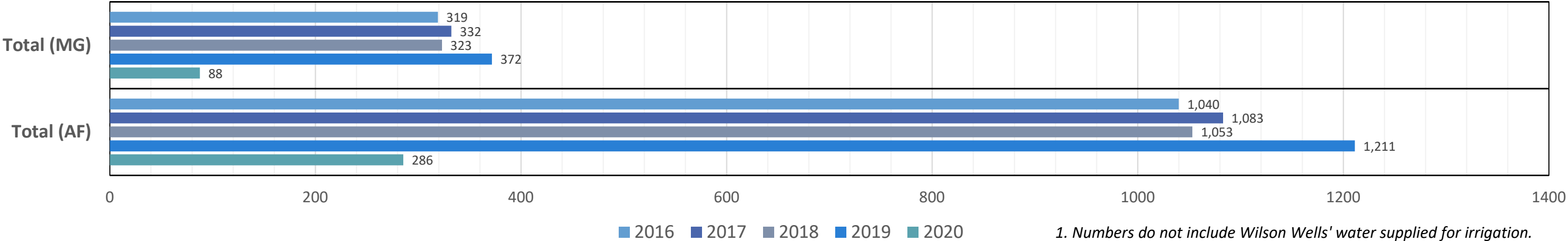


TOWN OF WELLINGTON  
Water Treatment

Total Monthly Production: Main WTP (Conventional & Microfiltration) and Nano Plant<sub>1</sub>  
(Through April, 2020)



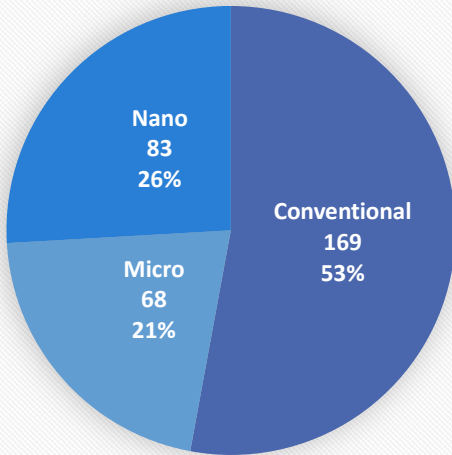
Annual Production Volumes<sub>1</sub>  
(Through April, 2020)



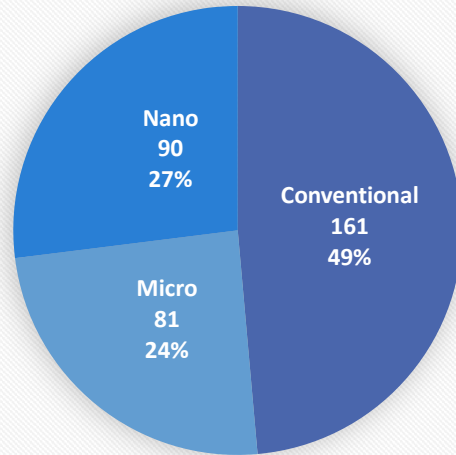
# *TOWN OF WELLINGTON*

## Water Treatment

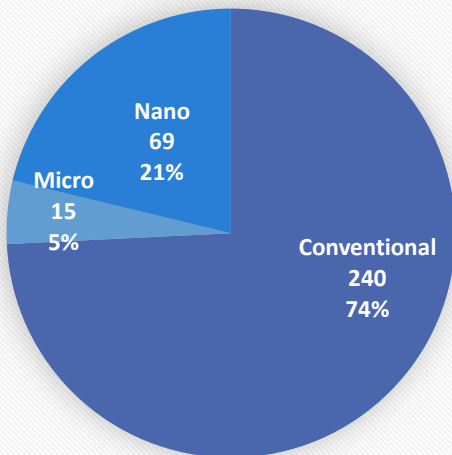
**2016 Annual Production (MG)**  
319 MG Total



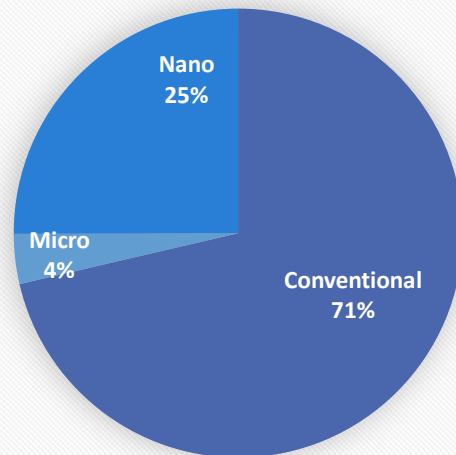
**2017 Annual Production (MG)**  
332 MG Total



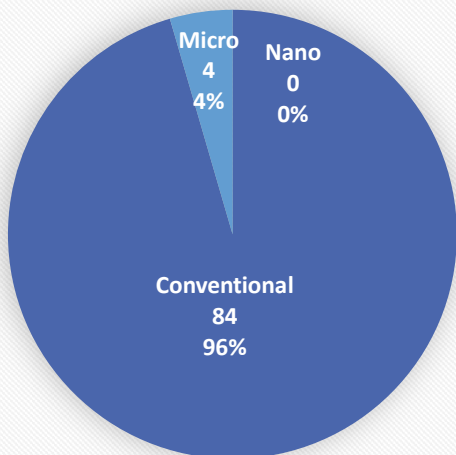
**2018 Annual Production (MG)**  
323 MG Total



**2019 Production (MG)**  
372 MG Total



**2020 Production YTD (MG)**  
88 MG Total





## **Board of Trustees Meeting**

**Date:** June 9, 2020

**Submitted By:**

**Wellington Senior Resources, Inc - Town of Wellington Contract Renewal**

**Subject:**

- **Staff Presentation: Lori Woodruff, HR Manager**

### **EXECUTIVE SUMMARY**

---

WSR, Inc., has a historical relationship with the Town. Part of their charter, in connection with Larimer County Office on Aging Funding (LCOA) is to provide transportation to medical appointments for Wellington Seniors. Transportation is provided via the Senior Van which belongs to the WSR. The Town's has historically provided fuel, maintenance and vehicle insurance for the Senior Van, and Leeper Center use for various activities through this annual contract.

The purpose of this agenda item is to:

- (1) Renew the contract between the WSR and the Town.
- (2) Align Town and WSR contract renewal dates with Larimer County Office on Aging Funding renewal with WSR (July 1-June 30).
- (3) Remove the \$2000 capital contribution listed on previous contracts. This item has no known definition or use. It has been a "placeholder" for years according the current Director for WSR and she is unaware of its purpose.
- (4) Clean up some of the language of the previous contract such as - emptying of ashtrays, cleaning of carpets. No smoking is allowed in the building and there is no carpet in the areas that the Seniors use.

### **BACKGROUND / DISCUSSION**

---

- 1). 2019-2020 contract was to be renewed to the 2020-2021 contract before Feb. 29, 2020. However, this wasn't discovered until the LCOA asked to be listed as the insured on the new Certificate of Liability from our new insurance carrier. At that point, we learned that the contract between the Town and WSR was expired. (Copy of last years contract is attached)
- 2). The Town went through a very lengthy and time consuming process attempting to provide insurance coverage for the Senior Van but was unable to do so due to the change in our commercial liability carrier facilitated by Mr. Brandjord at the beginning of the calendar year. The new commercial carrier refused to supply insurance for a separate 501c3 with no administrative connections between either the Board of Trustees or Town employees and the WSR.
- 3). It was finally determined that the WSR would secure their own vehicle insurance under their commercial insurance provider and that the Town would pay the cost.
- 4). Some language and items from the previous contract are now obsolete. These items were removed or altered to fit the current circumstances.

### **STAFF RECOMMENDATION**

---

Renew the contract between Wellington Senior Resources, Inc. and the Town of Wellington for:

Support costs for fuel, maintenance and vehicle insurance.



Contract to run from June 9, 2020 through June 30, 2021.  
Subsequent renewals to be in line with LCOA fiscal/grant year.

#### **ATTACHMENTS**

---

1. 2020-2021 Contract
2. 2020-2021 Contract Compilation
3. 2019 Contract with Town (1)

**2020-2021**  
**Town of Wellington & Wellington Senior Resource Center**  
**Agreement**

This agreement is made June 9, 2020, by and between the Town of Wellington, Colorado, herein referred to as the “Town”, and Wellington Senior Resources, Inc., hereafter referred to as “WSR”, for the purpose of allocating space at the Leeper Community Center to serve as the Wellington Senior Resource Center and to renew the Town’s historical commitment to provide maintenance, fuel, and vehicle insurance costs for the WSR Senior Van. This agreement shall be effective from June 9, 2020 through June 30, 2021. This contract aligns with the Larimer County Office on Aging Funding’s, hereafter referred to as “LCOA”, grant year. LCOA provides funding to support the Wellington Senior Resources, Inc. activities.

**1. Purpose of the Agreement**

It is the intent of WSR to assume partial maintenance, as defined in Section 3 of this agreement, of the community room and kitchen at the Leeper Community Center, 3800 Wilson Avenue, Wellington, Colorado, (herein referred to as the “Center”) in lieu of rent to the Town.

**2. Services to be Provided by the Town**

In return for the services outlined in this agreement, the Town agrees to provide, without charge, the following services to WSR:

- a) Use of the community room, kitchen, and office at the southeast corner of the Center from 8:00AM to 2:30PM on Monday, Wednesday, and Friday each week.
- b) Use of the community room of the Center all day the 2<sup>nd</sup> Saturday of each June for the Town Garage Sale.
- c) Use of the community room for the 1<sup>st</sup> Saturday each December from 7:00AM to 2:30PM for the annual WSR fund-raiser.
- d) Use of the lawn and patio outside the Center for lawn and outdoor activities on the days and times outlined above.
- e) Use of the kitchen and bathroom facilities on the days and times outlined above.
- f) Use of the Shed as needed.
- g) The Town will provide fuel, maintenance, and the required vehicle insurance coverage costs for the Senior Van (see Exhibit B).
- h) The Town will also continue to provide normal janitorial bathroom supplies such as toilet paper, paper towels and soap.

**3. Services to be Provided by WSR**

Assist the Town to advertise and promote the use and availability of the Center through:

- a) Newspaper articles and advertisements
- b) Posters at strategic locations

- c) Newsletters
- d) Larimer County Office on Aging Services
- e) Website
- f) Word of mouth to residents throughout the Town and surrounding community.

#### **4. Maintenance Provided by WSR**

Cleaning and organization of:

- a) Oven
- b) Refrigerator and freezer
- c) Chairs and tables
- d) Floor “spot” cleaning
- e) Vacuum if needed
- f) Trash receptacles
- g) Contents of kitchen cabinets
- h) Bathrooms in community room, including tissues and towels, soap, and spot clean/mopping as needed
- i) Dusting and wiping down kitchen, community room and WSR office
- j) Light snow removal (broomable)
- k) Outdoor perimeter clean-up of small trash.

#### **5. Maintenance provided by Town**

- a) Painting and repair of interior and exterior
- b) Lawn care and maintenance
- c) Snow removal (other than item 4.j above)
- d) Major floor maintenance, including carpet shampooing, floor stripping, and waxing
- e) Light bulb and fixture replacement
- f) Weekly cleaning as needed (other than items 4.a,b,c,d,e,f,g,h,i,k)
- g) Standard vehicle maintenance on the Senior Van, fuel for operations, and vehicle insurance costs as required by the Larimer County Office on Aging Funding.

#### **6. Provisions**

- a) This agreement shall be effective from **June 9, 2020 through June 30, 2021.**
- b) This agreement does not automatically renew and must be renewed annually under the following provision:
  - i. *Prior to, but no later than the expiration date of this agreement, the designated representative or spokesperson for WSR shall come before the Wellington Board of Trustees with an accounting of the WSR activities for the previous year and their relation to the continued use of the facilities of the Center. The purpose of this provision is to ensure, in the least, an annual accounting of the status of the Center, and an opportunity for the WSR to request any additional assistance from the Board or propose changes to this agreement.*

- c) Subsequent renewals shall take place no later than June 30<sup>th</sup>.
- d) Expiration or renewal of this agreement is solely the responsibility of WSR.
- e) It shall be the sole responsibility of the Town to purchase supplies as needed to fulfill the maintenance obligations contained in this agreement.
- f) The WSR agrees to provide the Town with a schedule of cleaning hours and days as to prevent scheduling conflicts for the use of the Center.
- g) The WSR shall contact the Town Hall and request scheduling of the Center if the Center is needed for additional use other than the times stated in this agreement. The Town will work to accommodate additional requests beyond the normal M, W, F schedule within reason, and at no additional cost to WSR.
- h) The Town reserves the right to schedule the Center for use at any other time which do not conflict with the times and days of use as stated in this agreement, and shall be responsible for the inspection and use of the facility and equipment, and for the collection of rent, damage deposits, and admission of renters for using any or all of the center and its equipment.
- i) All equipment within the WSR office that is the property of WSR will not be used or removed without the permission of the designated WSR spokesperson.

**SIGNATORS:**

**Wellington Senior Resources, Inc.**

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Date**

**Town of Wellington**

\_\_\_\_\_  
**Troy Hamman, Mayor**

\_\_\_\_\_  
**Date**

**ATTEST:** \_\_\_\_\_

**Kelly Houghteling, Interim Town Clerk**

\_\_\_\_\_  
**Date**

**Town of Wellington**  
**Compilation of Estimated Support – WSR, Inc.**  
**June 9, 2020 – June 30, 2021**

|                                                      |                          |                        |
|------------------------------------------------------|--------------------------|------------------------|
| <b>Fuel &amp; Maintenance – Senior Van</b>           | <b>\$5,500.00</b>        | <b>\$458.33</b>        |
| <b>Value of Leeper Center use</b>                    | <b>\$23,400.00</b>       | <b>\$1,950.00</b>      |
| <b>Approx. 15 hrs week</b>                           |                          |                        |
| <b>52 weeks</b>                                      |                          |                        |
| <b>\$30.00 hour</b>                                  |                          |                        |
| <b><u>Actual insurance premium – Progressive</u></b> | <b><u>\$1,800.00</u></b> | <b><u>\$150.00</u></b> |
|                                                      | <b>\$30,700.00</b>       | <b>\$2,558.33</b>      |

## WELLINGTON SENIOR RESOURCE CENTER AGREEMENT

This agreement is made this 6th day of February, 2019, by and between the Town of Wellington, Colorado, herein referred to as the "Town", and Wellington Senior Resources, Inc., hereafter referred to as "WSR", for the purpose of allocating space at the Leeper Community Center to serve as the Wellington Senior Resource Center. This agreement shall become effective March 1, 2019.

### 1. Purpose of the Agreement

It is the intent of WSR to assume partial maintenance, as defined in Section 3 of this agreement, of the community room and kitchen at the Leeper Community Center, 3800 Wilson Avenue, Wellington, Colorado, (herein referred to as the "Center") in lieu of rent to the Town.

### 2. Services to be Provided by the Town

In return for the services outlined in this agreement, the Town agrees to provide, without charge, the following services to WSR:

- A. Use of the community room, kitchen, and office at the southwest corner of the Center from 8:00 am to 2:30 pm on Monday, Wednesday and Friday of each week.
- B. Use of the community room of the Center all day the 2nd Saturday of each June for the Town Garage Sale.
- C. Use of the community room of the Center the 1st Saturday of each December from 7:00 am to 2:30 pm for the annual WSR fund-raiser.
- D. Use of the lawn and patio outside the Center for lawn and outdoor activities on the days and times outlined above.
- E. Use of the kitchen and bathroom facilities on the days and times outlined above.
- F. Use of the shed as needed.

### 3. Services to be Provided by WSR

Assist the Town to advertise the use and availability of the Center through:

- A. Newspaper articles and advertisements
- B. Posters at strategic locations

- C. Newsletters
- D. Larimer County Office on Aging Services
- E. Word of mouth to residents throughout the Town and surrounding community.

4. Maintenance Provided by WSR

Cleaning and organization of:

- A. Oven
- B. Refrigerator and freezer
- C. Chairs and tables
- D. Floor 'spot' cleaning
- E. Vacuum carpets
- F. Trash receptacles and ashtrays (empty into containers provided by the Town outside)
- G. Contents of kitchen cabinets
- H. Bathrooms in community room, including tissues and towels, soap, and spot clean/mopping as needed
- I. Dusting and wiping down kitchen, community room and WSRC office
- J. Light snow removal (broom-able)
- K. Outdoor perimeter clean-up of small trash.

5. Maintenance Provided by the Town

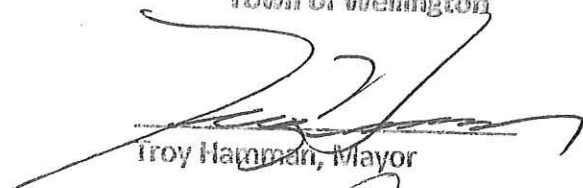
- A. Painting and repair of the interior and exterior
- B. Lawn care and maintenance
- C. Snow removal (other than required by WSRC as stated above)
- D. Major floor maintenance, including carpet shampooing, floor stripping, and waxing

SIGNATORS

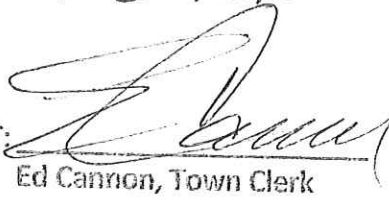
Wellington Senior Resource Center, Inc.

  
Director

Town of Wellington

  
Troy Hamman, Mayor

ATTEST:

  
Ed Cannon, Town Clerk



## **Board of Trustees Meeting**

**Date:** June 9, 2020  
**Submitted By:**  
**Subject:** 4th of July Decision

### **EXECUTIVE SUMMARY**

---

Board of Trustees will make final decision regarding 4th of July activities.

### **BACKGROUND / DISCUSSION**

---

### **STAFF RECOMMENDATION**

---

### **ATTACHMENTS**

---

None



## **Board of Trustees Meeting**

**Date:** June 9, 2020

**Submitted By:**

**Tables & Chairs Funding Discussion**

**Subject:**

- **Staff Presentation: Kelly Houghteling, Interim Town Administrator**

### **EXECUTIVE SUMMARY**

---

At our previous Board of Trustees meeting, the group discussed potentially purchasing tables and chairs to support our businesses looking to expand their outdoor footprint to increase their seating capacity. Staff is looking for direction on how to proceed forward with this idea.

### **BACKGROUND / DISCUSSION**

---

Staff will present a variety of options at the Board of Trustees meeting.

### **STAFF RECOMMENDATION**

---

### **ATTACHMENTS**

---

None



## **Board of Trustees Meeting**

**Date:** June 9, 2020

**Submitted By:**

**Subject:** Ordinance 12-2020: Modifying Special Event Liquor Licensing

### **EXECUTIVE SUMMARY**

---

### **BACKGROUND / DISCUSSION**

---

### **STAFF RECOMMENDATION**

---

### **ATTACHMENTS**

---

1. liquor code changes
2. Special Liquor Permit Ordinance 12-2020



## Board of Trustees COMMUNICATION

|                                                                                                                                                             |                                        |                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------|
| <b>Meeting Date:</b>                                                                                                                                        | <b>Page 1 of 1</b>                     | <b>Item: Liquor code changes</b> |
| June 9, 2020                                                                                                                                                |                                        |                                  |
| <b>Agenda No.:</b>                                                                                                                                          | <b>Presented by:<br/>Town Attorney</b> |                                  |
| The accompanying ordinance corrects citations to the state Liquor Code which was relocated to title 44 of the Colorado Statutes by the legislature in 2018. |                                        |                                  |

**ORDINANCE 12 - 2020**  
**AN ORDINANCE MODIFYING SPECIAL EVENT LIQUOR LICENSING**

WHEREAS, the Town of Wellington Town Code at Sec. 2-12-20 sets a process for the issuance of special event permits for liquor sales, and,

WHEREAS, references to the Colorado Revised Statutes were made obsolete by the passage of HB18-1025, relocating laws relating to the regulation of alcoholic beverages, and,

WHEREAS, it is desirable for the Town of Wellington Town Code to reflect changes in Colorado state law.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF WELLINGTON, COLORADO:**

**Section 2-12-20 of the Wellington Town Code dealing with special event permits for liquor sales is repealed and reenacted to read as follows:**

**Sec. 2-12-20. - Special event permits.**

- (a) Pursuant to C.R.S. § 44-5-107(5)(a) the Board of Trustees of the Town of Wellington, acting as the local liquor licensing authority, elects not to notify the state licensing authority to obtain the state licensing authority's approval or disapproval of applications for special event permits.
- (b) The provision of this section notwithstanding, the Town Administrator/Clerk shall report to the Colorado Liquor Enforcement Division, within ten (10) days after the Town issues any special event permit, the name of the organization to which the permit was issued, the address of the permitted location, and the permitted dates of alcohol beverage service.
- (c) Upon receipt of an application for a special event permit the Town Administrator/Clerk shall, as required by C.R.S. § 44-5-107(5)(c), access information made available on the web site of the state licensing authority to determine the statewide permitting activity of the organization applying for the permit. The Town shall consider compliance with the provisions of C.R.S. § 44-5-105(3) limiting to fifteen (15) the number of special event permits issued in any one year to any one organization, before approving any application.
- (d) Each application for a special event permit shall be accompanied by an application fee in an amount equal to the maximum local licensing fee established by C.R.S. § 44-5-107(2).
- (e) Pursuant to C.R.S. § 44-5-106(2), at least ten (10) days prior to the proposed action by the Board of Trustees on the permit application, the Town Administrator/Clerk shall cause a public notice of the proposed special event permit to be conspicuously posted at the proposed special event location.

**Repealer.** The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this Ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this Ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this Ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

**Certification.** The Town Clerk shall certify to the passage of this Ordinance and make not less than three (3) copies of the adopted Code available for inspection by the public during regular business hours.

**PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED TO BECOME PUBLISHED BY TITLE THIS AND ORDERED TO BECOME EFFECTIVE 30 DAYS FROM THE DATE OF PUBLICATION.**

TOWN OF WELLINGTON

By: \_\_\_\_\_  
Troy Hamman, Mayor

ATTEST:

By: \_\_\_\_\_  
Kelly Houghtelling, Town Administrator/Clerk

PUBLISHED BY TITLE THE \_\_\_\_ DAY OF [INSERT DATE], 2020 IN THE COLORADOAN.

\_\_\_\_\_  
Kelly Houghtelling, Town Administrator/ Clerk

**Submit to Local Licensing Authority**

| Fees Due                                                       |                      |
|----------------------------------------------------------------|----------------------|
| Renewal Fee                                                    | \$500. <sup>00</sup> |
| Storage Permit \$100 X _____                                   | \$                   |
| Sidewalk Service Area \$75.00                                  | \$                   |
| Additional Optional Premise Hotel & Restaurant \$100 X _____   | \$                   |
| Related Facility - Campus Liquor Complex \$160.00 per facility | \$                   |
| Amount Due/Paid                                                | \$500. <sup>00</sup> |

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                     |                                                             |                                      |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------|--------------------------------------|------------------------------------|
| Licensee Name<br><b>DONJON LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                     | Doing Business As Name (DBA)<br><b>Wellington Grill</b>     |                                      |                                    |
| Liquor License #<br><b>14729520000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | License Type<br><b>Hotel &amp; Restaurant(city)</b> | Sales Tax License #<br><b>14729520000</b>                   | Expiration Date<br><b>06/18/2020</b> | Due Date<br><b>505/02/2020</b>     |
| Business Address<br><b>3724 Cleveland Ave, Wellington, Co. 80549</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                     |                                                             |                                      | Phone Number<br><b>9705684065</b>  |
| Mailing Address<br><b>3433 Polk Cir W. Wellington, CO 80549</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                     |                                                             | Email<br><b>JSNComes@me.Com</b>      |                                    |
| Operating Manager<br><b>Donita Comes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Date of Birth<br><b>6-26-1986</b>                   | Home Address<br><b>3433 Polk Cir W. Wellington Co 80549</b> |                                      | Phone Number<br><b>575321-4683</b> |
| <p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br/>                 Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>06/30/2021</u></p>                                                                                                                                                                                                                                 |                                                     |                                                             |                                      |                                    |
| <p>2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                     |                                                     |                                                             |                                      |                                    |
| <p>3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                                                                |                                                     |                                                             |                                      |                                    |
| <p>3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                                                                                                                                   |                                                     |                                                             |                                      |                                    |
| <p>4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |                                                     |                                                             |                                      |                                    |
| <p>5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                                                                                                                                                                                                                                     |                                                     |                                                             |                                      |                                    |
| <p>6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                                                                |                                                     |                                                             |                                      |                                    |
| <p>7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                                                                                                                                                         |                                                     |                                                             |                                      |                                    |

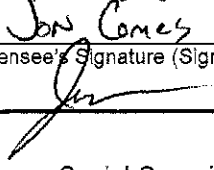
## Tax Check Authorization, Waiver, and Request to Release Information

I, Jon Comes am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Don Jon LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

|                                                                                                                                                                                              |  |                                                                       |                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------|-------------------------------|
| Name (Individual/Business)<br><u>Don Jon LLC</u>                                                                                                                                             |  | Social Security Number/Tax Identification Number<br><u>45-2106764</u> |                               |
| Address<br><u>3433 Polk Cir W.</u>                                                                                                                                                           |  |                                                                       |                               |
| City<br><u>Wellington</u>                                                                                                                                                                    |  | State<br><u>CO</u>                                                    | Zip<br><u>80549</u>           |
| Home Phone Number<br><u>515-240-0211</u>                                                                                                                                                     |  | Business/Work Phone Number<br><u>976 568 4065</u>                     |                               |
| Printed name of person signing on behalf of the Applicant/Licensee<br><u>Jon Comes</u>                                                                                                       |  |                                                                       |                               |
| Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)<br> |  |                                                                       | Date signed<br><u>4/30/20</u> |

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

|                                                              |                |
|--------------------------------------------------------------|----------------|
| Type or Print Name of Applicant/Authorized Agent of Business | Title          |
| <i>Jose Comas</i>                                            | <i>Partner</i> |
| Signature                                                    | Date           |
| <i>[Signature]</i>                                           | <i>4/20/20</i> |

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

|                               |       |        |
|-------------------------------|-------|--------|
| Local Licensing Authority For |       | Date   |
| Signature                     | Title | Attest |
|                               |       |        |

## Retail Liquor or Fermented Malt Beverage License Renewal Application

### Instructions

1. Complete entire application and attach details, if necessary.
2. Submit application 45 days prior to expiration to your local city or county licensing. **Do not submit to the State.**
3. Submit the appropriate renewal license fee by license type:

| License Type                                     | Fee       | License Type                                      | Fee        |
|--------------------------------------------------|-----------|---------------------------------------------------|------------|
| Fermented Malt Beverage Off Premise (city)       | \$ 96.25  | Hotel & Restaurant / Optional Premise (city)      | \$ 600.00* |
| Fermented Malt Beverage Off Premises (county)    | \$ 117.50 | Hotel & Restaurant / Optional Premise (county)    | \$ 600.00* |
| Fermented Malt Beverage On Premise (city)        | \$ 96.25  | Liquor Licensed Drug Store (city)                 | \$ 227.50  |
| Fermented Malt Beverage On Premises (county)     | \$ 117.50 | Liquor Licensed Drug Store (county)               | \$ 312.50  |
| Fermented Malt Beverage On/Off Premises (city)   | \$ 96.25  | Liquor Store (city)                               | \$ 227.50  |
| Fermented Malt Beverage On/Off Premises (county) | \$ 117.50 | Liquor Store (county)                             | \$ 312.50  |
| Arts License (city)                              | \$ 308.75 | Optional Premises (city)                          | \$ 500.00  |
| Arts License (county)                            | \$ 308.75 | Optional Premises (county)                        | \$ 500.00  |
| Beer & Wine (city)                               | \$ 351.25 | Racetrack License (city)                          | \$ 500.00  |
| Beer & Wine (county)                             | \$ 436.25 | Racetrack License (county)                        | \$ 500.00  |
| Brew Pub (city)                                  | \$ 750.00 | Resort Complex (city)                             | \$ 500.00  |
| Brew Pub (county)                                | \$ 750.00 | Resort Complex (county)                           | \$ 500.00  |
| Campus Liquor Complex (city)                     | \$ 500.00 | Related Facility - Campus Liquor Complex (city)   | \$ 160.00  |
| Campus Liquor Complex (county)                   | \$ 500.00 | Related Facility - Campus Liquor Complex (county) | \$ 160.00  |
| Campus Liquor Complex (state)                    | \$ 500.00 | Related Facility - Campus Liquor Complex (state)  | \$ 160.00  |
| Club License (city)                              | \$ 308.75 | Retail Gaming Tavern (city)                       | \$ 500.00  |
| Club License (county)                            | \$ 308.75 | Retail Gaming Tavern (county)                     | \$ 500.00  |
| Distillery Pub (city)                            | \$ 750.00 | Tavern (city)                                     | \$ 500.00  |
| Distillery Pub (county)                          | \$ 750.00 | Tavern (county)                                   | \$ 500.00  |
| Hotel & Restaurant (city)                        | \$ 500.00 | Vintner's Restaurant (city)                       | \$ 750.00  |
| Hotel & Restaurant (county)                      | \$ 500.00 | Vintner's Restaurant (county)                     | \$ 750.00  |

\* Plus \$100.00 for each additional optional premise(s)



# LARIMER COUNTY SHERIFF'S OFFICE

## Calls For Service Address Search Report

Address searched: 3724 Cleveland Av  
 Apt# searched:  
 Date Range: 5/1/2019 to 5/8/2020  
 Release Type: Public

*\*Public Release prints only calls dispatched by Larimer County Sheriff's Office to the address listed above and only shows those calls releasable per Colorado Statute 24-72-204.*

| Dispatch<br>Agency Ser | CALL_NO | Call Date  | TYPE       | Dispo | PRI | UNIT | REPORT_NO | Apt | Address\Location (common)        |
|------------------------|---------|------------|------------|-------|-----|------|-----------|-----|----------------------------------|
| LC                     | P       | P191540589 | 06/03/2019 | ALCO  | NAT | 9E19 |           |     | 3724 CLEVELAND AV, WEL (WELLING1 |
| LC                     | P       | P191640386 | 06/13/2019 | WELL  | CMP | 9L12 |           |     | 3724 CLEVELAND AV, WEL (WELLING1 |
| LC                     | P       | P192350260 | 08/23/2019 | FOLL  | CMP | 9I13 |           |     | 3724 CLEVELAND AV, WEL (WELLING1 |
| LC                     | P       | P200460619 | 02/15/2020 | BC    |     | 9E87 |           |     | 3724 CLEVELAND AV, WEL (WELLING1 |
| LC                     | P       | P200740133 | 03/14/2020 | ASSI  | NAT | 9E3  |           |     | 3724 CLEVELAND AV, WEL (WELLING1 |
| LC                     | P       | P200830346 | 03/23/2020 | FOLL  | NAT | 9E50 |           |     | 3724 CLEVELAND AV, WEL (WELLING1 |
| LC                     | P       | P200830353 | 03/23/2020 | EX    |     | 9E7  |           |     | 3724 CLEVELAND AV, WEL (WELLING1 |
| LC                     | P       | P200860532 | 03/26/2020 | EX    | CMP | 9E7  |           |     | 3724 CLEVELAND AV, WEL           |
| LC                     | P       | P200930570 | 04/02/2020 | EX    |     | 9E7  |           |     | 3724 CLEVELAND AV, WEL           |
| LC                     | P       | P201060637 | 04/15/2020 | EX    |     | 9E7  |           |     | 3724 CLEVELAND AV, WEL           |
| LC                     | P       | P201080588 | 04/17/2020 | EX    |     | 9E7  |           |     | 3724 CLEVELAND AV, WEL           |
| LC                     | P       | P201150605 | 04/24/2020 | EX    |     | 9E7  |           |     | 3724 CLEVELAND AV, WEL           |