



BOARD OF TRUSTEES
August 12, 2020
7:30 PM

Special Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/94158561031>

Webinar ID: 941 5856 1031

Or iPhone one-tap :

US: +16699009128,,94158561031# or +12532158782,,94158561031#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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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 -

2. Presentation

C. ACTION ITEMS

1. Annexation Agreement and Development Agreement for Poudre School District
 - Staff presentation: Cody Bird, Director of Planning

2. Resolution No. 28-2020 - Raw Water Dedication Fee-in-lieu Rates

- Staff presentation: Cody Bird, Director of Planning and Bob Gowing, Director of Public Works

3. Ordinance No. 16-2020 - An Ordinance amending Section 2-2-70 of the Wellington Municipal Code as it relates to Special Meeting Notification

- Staff presentation: Brad March

D. OTHER BOARDS

1. Liquor License Review Board

Annual Renewal - Beer and Wine Liquor License
Hong Investments LLC
d/b/a Papa's Table

2. Liquor License Review Board

Annual Renewal - Fermented Malt Beverage
Mini Mart Inc.
d/b/a Loaf "N Jug

E. REPORTS

1. Town Attorney

- a. Citizen Initiative Update

2. Town Administrator

- a. Economic Development Discussion

3. Staff Communications

4. Board

F. EXECUTIVE SESSION

1. Conferences with negotiators for the local board as allowed pursuant to § 24-6-402(4) (e)(I) , for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators relative to needs to lease or acquire space for new Town facilities.
As required by C.R.S. §24-6-402(2)(d.5)((II)(E) the executive session proceedings will electronically recorded and the record will be preserved for 90 days through November 9. 2020.

G. 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 Meeting

Date: August 12, 2020
Submitted By: Cody Bird, Planning Director
Subject: Annexation Agreement and Development Agreement for Poudre School District

- **Staff presentation: Cody Bird, Director of Planning**

EXECUTIVE SUMMARY

The Town Board was previously presented with a draft annexation agreement regarding annexation of land owned by Poudre School District. The draft agreement was tabled to the August 11, 2020 Town Board meeting to allow revisions to the agreement. The annexation agreement has been coordinated between Town staff and PSD staff. It was also determined to be advisable to enter into a development agreement concurrently with the annexation agreement. Drafts of both agreements are attached, and both agreements have sections that require further coordination. It is recommended that the agreements be tabled to a later meeting for action.

BACKGROUND / DISCUSSION

The Town and Poudre School District (PSD) have coordinated on annexation of approximately 132 acres of land at the northwest corner of County Road 9 and County Road 62E for the purpose of constructing a new middle/high school.

The Town Board of Trustees adopted Ordinance 4-2020 annexing the property into the Town. Execution of an annexation agreement is a condition of approval of the ordinance.

The Town Board of Trustees also adopted Ordinance 7-2020 approving a subdivision plat dividing the property into lots and streets. Execution of a development agreement is a condition of approval of the ordinance.

Town staff and PSD staff agreed that the annexation agreement and development agreement should be executed concurrently to satisfy both the annexation and subdivision requirements.

A draft annexation agreement and draft development agreement are attached. Topics that require further consideration include:

- Require water share dedication or consider acceptance of fee in-lieu of water dedication or a combination of both shares and fees
- Payment of proportionate share of off-site road improvement costs and mechanism for receiving/handling funds
- Water tap size needs and cash payment amount based on water demand
- Storm drainage impact fee amount - Need impervious surface square feet from PSD to calculate amount
- Means of fiscal security for public improvements - Town's preference is Letter of Credit; however, PSD has indicated an alternative may be desired, but has not specified a preference
- Awaiting public improvement cost estimates from PSD to determine amount of fiscal security

- Other minor revisions including incorporating exhibits, general language clean-up, and formatting

Town staff and PSD staff are continuing to coordinate on the above topics. It is Town staff's understanding and belief that PSD desires to present the final agreements to the school board for adoption at its meeting August 25, 2020. Tabling the agreements to the August 25, 2020 Town Board meeting will allow the final coordination and revisions to take place and both Town Board and School Board would be able to consider the final agreements at the same time.

STAFF RECOMMENDATION

- Move to table the annexation agreement and development agreement to August 25, 2020.

ATTACHMENTS

1. Draft Annexation Agreement
2. Draft Development 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, 80521, a Colorado public school district and political subdivision of the State of Colorado 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. Owners acknowledge that the Development Agreement, as defined in Section 6 below, requires dedication of property necessary to install public improvements as will be shown on the annexation map and 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 exceptions of record.
2. Infrastructure. Owner agrees to install all infrastructure improvements and make all dedications as set forth in this agreement and the Development Agreement and as may be required by the Town for any subdivision of the Property and for extensions of any public improvement necessary to serve building improvements on 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"); provided, however, that no amendment to the Standards shall be binding upon the Owner unless such amendment has been provided to the Owner prior to approval of final construction drawings. Owner agrees to

pay all costs to underground all utility lines that have been installed in order to extend service to the Property at the time the Property, or any part of the Property, is subdivided or otherwise developed.

Owner acknowledges and agrees that any off-site costs set forth in the Development Agreement will be payable within sixty (60) days following mutual execution of this Annexation Agreement and the Development Agreement.

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. Owner shall maintain street trees and landscaping in good and live condition, including proper watering, fertilization, pest control, and pruning necessary for the health and structural integrity of the trees and vegetation, and shall replace any dead trees or vegetation no later than the following planting season.

4. Development Impact Fees and Review Expenses. Owner agrees to pay development impact fees imposed by the Town including water and sewer tap, road impact, administration, and storm drainage as set forth in the Development Agreement. Development Impact Fees will be payable within sixty (60) days of mutual execution of the Annexation Agreement and Development Agreement. Owner and the Town will enter into a separate agreement on the Town's form D-5 for 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).

5. Water Contributions.

- A. Raw water: Owner may pay cash in lieu of raw water conveyance, and cash payments shall be made in the amount of the then current market rate for purchases of shares of North Poudre Irrigation Company stock.
- B. In-Building Water Supply. If conveyance of water rights and/or payment in lieu thereof pursuant to paragraph A. above is satisfied and a water tap permit is issued prior to November 1, 2020, the Town shall provide potable water service 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, the 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 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.

6. Development agreement. The Town and Owner shall enter into a Development Agreement, which shall contain the agreed upon public improvements to be constructed by Owner and 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 and; dedication. All roads and road improvements upon or related to the Property shall be funded and constructed as agreed to herein, or as may be agreed to in the 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.

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, funding recommendations identifying parties responsible for participating in costs, and a proposal for each party's proportionate share of the funding for the Intersection Improvements. Owner shall have thirty (30) days in which to review funding recommendations, methodology for proportionate share determination, and make any counter-proposals concerning the funding of the Intersection Improvements. The Owner shall pay its proportionate share of Intersection Improvements as mutually agreed

by the parties. The parties agree to enter into an escrow agreement (the “Escrow Agreement”) to establish an escrow account to receive such payment and to hold funds and release the same for the Intersection Improvement Project in accordance with the Escrow Agreement.

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. Owner will pay all costs associated with obtaining water and sewer service for 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 Owner shall reimburse any costs the Town reasonably 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 initiative/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 the 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 Owner's 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.

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 disconnects 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 Owners 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
Planning / Operations
2407 LaPorte Ave
Fort Collins, CO 80521

With a copy to:

Sample, Farrington, Everall & Case., P.C.
Attn. Darryl L. Farrington
1120 Lincoln Street, Suite 1308
Denver, CO 80203

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. Notwithstanding anything 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 OWNER AND THE PROPERTY. IT HAS BEEN RECOMMENDED TO 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

DRAFT

EXHIBIT "A"

Description:

[Insert Legal]

DRAFT

**MEMORANDUM OF AGREEMENT
FOR PUBLIC IMPROVEMENTS
Poudre School District Subdivision**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020 by and between the TOWN OF WELLINGTON, COLORADO, a municipal Corporation, hereinafter referred to as the “Town” and Poudre School District R-1 a public school district and political subdivision of the state of Colorado, hereinafter referred to as “Developer.”

WITNESSETH:

WHEREAS, Developer is the owner of certain Property situated in the Town of Wellington, County of Larimer, State of Colorado, legally described on Exhibit “A” attached hereto and incorporated herein (the “Development”);

WHEREAS, the parties hereto have agreed that the Development will require increased municipal services from the Town in order to serve such area and will further require the installation of certain public improvements that will benefit the Development and the Town as a whole; and

WHEREAS, the Town and Developer may agree to a phasing plan for all or part of the Development, allowing public improvements to be installed in phases; and

WHEREAS, the Planning Commission of the Town of Wellington recommended approval of the plat of Poudre School District Subdivision on February 3, 2020, and the Town Board of Trustees granted approval on February 25, 2020 by Ordinance No. 7-2020, which requires the Developer to enter into this agreement to provide for the installation of required public infrastructure improvements hereinafter described, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, it is agreed as follows:

1. Improvements and Public Improvements; Acceptance and Ownership by Town.

The Public Improvements and the Development Improvements (as both are defined in section 4 below) (hereinafter sometimes called the “Improvements”), shall be constructed and installed in accordance with construction plans which will be approved in accordance with Section 4(b) (“Approved Plans”). The Public Improvements include the following:

- a) Street grading, paving and stabilizing (the “Street Improvements”)
- b) Storm sewers, including all necessary catch basins, inlets, pumping stations, detention areas and other appurtenances (the “Storm Sewer Improvements”);

- c) Water main laterals or extensions, including all building services, hydrants, valves and other appurtenances (the “Water Main Improvements”);
- d) Sanitary sewer laterals or extensions, including all necessary building services and other appurtenances as shown on the Approved Plans (the “Sanitary Sewer Improvements”);
- e) Permanent street surfacing, including pavement, concrete, curb and gutter for public streets within a dedicated public right-of-way, but not including private driveways, parking lots, service courtyards or other private paving improvements (the “Permanent Street Improvements”);
- f) Standard street name signs at all newly opened intersections and such other reasonable and typical traffic control signs as required by the Town Engineer (hereinafter called “Traffic Signing Improvements”);
- g) Sidewalks as shown on the Approved Plans; and
- h) All landscaping, irrigation improvements including well, pumping system, and private and public irrigation lines.

The Town agrees to accept for maintenance and repair all the Public Improvements contemplated by the Approved Plans upon the issuance of a final acceptance letter.

2. General Conditions.

- a) The Parties acknowledge that the Development is subject to the building permitting and certification process of the Colorado Division of Public Safety (the “Division”), unless the Division has contracted with the Town for implementation and enforcement of the various applicable codes adopted by the Division. It is further agreed that, while the certificate of occupancy shall be based upon the Division’s standards and requirements, the Developer will not commence educational services to students within the Development until all utilities and related improvements required for service to the Development have been inspected and approved for Construction Acceptance.
- b) Developer agrees to install in a specified sequence and pay for all improvements and other municipal facilities determined by the Town Engineer to be necessary as shown on the Approved Plans, and as further provided under the Special Conditions section. The installation includes, but is not limited to, streets, sidewalks, curbs and gutters, landscaping, water lines, sanitary sewer, storm drainage and such other improvements as stated in this Agreement and shown on the Approved Plans on file with the Town.

- c) Street Improvements shall not be installed until all utility lines to be placed therein have been completely installed, including all service lines leading in and from the main to the property line in the Development.
- d) The installation of all utilities shown on the utility drawings shall be inspected by the Town Engineer and shall be subject to his approval. Developer shall correct any deficiencies in such installation in accordance with Section 5(h) below in order to meet the requirements of the Approved Plans.
- e) Developer shall provide the Town Engineer with copies of all drawings in digital form and certified as-built utility drawings upon completion of the construction.
- f) Developer shall install all telephone lines, electric lines, cable television lines and other like utilities underground in conformance with Sec. 16-3-260 *et seq.* of the Wellington Municipal Code. Such underground installation includes undergrounding of existing overhead lines.
- g) Developer shall install a street lighting system and associated underground street lighting supply circuits in conformance with Sec. 16-3-260 *et seq.* of the Wellington Municipal Code, or as otherwise agreed to by the Town.
- h) Developer agrees to control all weeds growing within the Development.
- g) Developer agrees to provide, install, and maintain at their expense adequate barricades, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as required by the applicable jurisdiction.
- h) Developer shall, at all times, keep the public right-of-way free from accumulation of waste material or rubbish caused by construction activities within the Development. It shall remove such rubbish no less than weekly and, at the completion of any phase of work, shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. Developer agrees to maintain the finished street surfaces free from any excessive accumulation of dirt and/or construction materials. In the event that Developer fails to adequately clean the street(s) within two (2) days after written notice, the Town may have the street(s) cleaned and charge Developer for said cost or cleaning. If the Town is notified by the health or other authoritative agency that steps must be taken to address concerns, then the Town may without notice take such steps as necessary and may hold Developer liable for all reasonable costs of correction.
- i) Developer shall obtain a State of Colorado Stormwater Discharge Permit for Construction Activity and install and maintain erosion control in accordance with an approved Stormwater Management Plan (SWMP).

3. Special Conditions. The Town and Developer agree to the following special conditions applicable to the Development:

a) Developer shall construct on and off-site public improvements which directly affect the Development at Developer's sole expense, except where over-sizing or enhancement of public improvements is required or desired by the Town to serve future development and the Town and Developer have agreed to the amount of the Town's financial participation.

b) All infrastructure installed by Developer or required in conjunction with the Development must be constructed pursuant to the Approved Plans in accordance with Section 4.b.

c) "Red line" engineering comments on the site plan shall be addressed in the final construction plans. The feasibility of proposed infrastructure, drainage, and public improvement standards shall be as agreed to by the Developer, Town Administrator, and Town Engineer, and in reference to the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town on March 10, 2015 and which may from time to time be amended.

d) Developer has requested a four-inch (4-inch) domestic water tap and the Town is willing to provide a 4-inch water tap to serve the development. Developer shall pay a water tap fee of _____ for the requested 4-inch tap within sixty (60) days following mutual execution of this Development Agreement.

The raw water contribution requirement for the requested 4-inch tap is 14.285 acre feet. The Town's adopted raw water contribution requirement rate accepts North Poudre Irrigation Company (NPIC) stock shares at a rate of 2.7 acre feet per share. 14.285 acre feet at the Town's adopted NPIC rate results in 5.29 shares of NPIC stock shares required. Developer shall provide five (5) shares of NPIC stock shares or, upon approval by the Town Board of Trustees, a fee-in-lieu of share dedication in an amount agreed to by the Town Board of Trustees or a combination of shares and fee-in-lieu, to the Town within sixty (60) days following mutual execution of this Development Agreement.

e) Sanitary Sewer Tap Fee. Developer has requested one (1) six-inch (6-inch) and six (6) four-inch (4-inch) sewer service taps. Developer shall pay a sewer tap fee of \$62,490 for the requested sewer taps within sixty (60) days following mutual execution of this Development Agreement.

f) Storm Drainage Impact Fee. The storm drainage impact fee is determined based upon impervious surface areas. Please provide a schedule for the property identifying square foot area of the following:

- Building footprint area
- Concrete paving (driveways, sidewalks, patios, service areas, etc.)
- Asphalt paving (roadways, driveways, parking lots, etc.)

- Compacted gravel areas (if any)
- Landscaping areas (improved landscape areas such as turf, tree lawns, planting beds, etc.)
- Native landscaping area (non-improved areas and areas re-vegetated with native seed).
- Total of the above (total should match total sq. ft. of the property)

The Storm Drainage Impact Fee is calculated at \$0.33 per sq. ft. of impervious surface area. Building and concrete areas are assessed at a factor of 0.9, asphalt at 1.0, compacted gravel at 0.4 and landscaping/native ground at 0.0.

g) Road Impact Fee. Developer has provided a Transportation Impact Study (TIS) identifying that the first phase of development is anticipated to generate 3,094 Average Daily Vehicle Trips (ADT). The Town's adopted road impact fee is \$126 per ADT. Developer shall pay a road impact fee of \$389,844 within sixty (60) days following mutual execution of this Development Agreement.

h) Off-site Road Improvements. 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, funding recommendations identifying parties responsible for participating in costs, and a proposal for each party's proportionate share of the funding for the Intersection Improvements. Owner shall have thirty (30) days in which to review funding recommendations and make any counter-proposals concerning the funding of the Intersection Improvements. The Owner shall pay its proportionate share of Intersection Improvements as mutually agreed by the parties.

Owner shall pay its proportionate share of the Intersection Improvements, which amount may be escrowed by the Town pending further development, within sixty (60) days following mutual execution of the Development Agreement, or December 31, 2020, whichever is later.

i) Park and Open Space Improvements. Development of any portion of the Property, if not used for public school or school district purposes, shall provide park and open space dedications and improvements in accordance with applicable requirements, regulations and design criteria of the Town.

j) Phasing Plan.

4. Public Improvements and Development Improvements. The term “Public Improvements” as used in this Agreement refers to those utilities, transmission lines, pipes, roads, drainage ways and related facilities and structures which are intended to be conveyed or dedicated to and accepted by the Town, and to be owned and maintained, repaired, and replaced by the Town in the future. Without limiting the generality of the foregoing, Public Improvements shall include on-site and off-site water lines (but not service laterals) to subdivision boundaries, on-site and off-site roads (but not internal driveways and traffic areas) to subdivision boundaries, on-site and off-site sanitary sewer lines (but not service laterals) to subdivision boundaries, sidewalks in public easements, public parks, landscaping, and on-site and off-site drainage facilities. The term “Development Improvements” refers to service laterals, internal traffic ways, and other appurtenant facilities and structures covered by this Agreement which are not intended to be conveyed or dedicated to the Town, and as to which Developer will remain responsible for the future maintenance, repair, and replacement. When a provision is applicable to both Public Improvements and Development Improvements, they are both included in the term “Improvements.” The term “Improvements” does not include any school building, athletic structure, or other facility that is part of the Development but is not listed as either a Public Improvement or a Development Improvement.
- a) Developer. Developer will construct and install at the Developer's expense the Improvements according to this Agreement, and all drawings, plats and regulations referred to herein. When a permit is issued for construction of Improvements as to which the Town has permitting responsibilities, Developer shall provide to the Town a specific sequence of work and estimated timetable.
- b) Construction Plans and Approval Thereof. Developer will engage at the Developer's expense a Colorado-registered civil engineer to prepare detailed plans and specifications for the complete installation of all Public Improvements in accordance with the Approved Plans (hereinafter “Construction Plans”). Such Construction Plans shall be designed in accordance with the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015 (hereinafter called the “Standards”), which may from time to time be amended. Such Construction Plans shall be based upon such engineering surveys, including such soil borings and material tests reasonably determined to be necessary by the Town Engineer and must be submitted to and be approved in writing by the Town Engineer prior to the commencement of the construction of any public improvements.
- c) Services to be Performed by the Town Engineer and Payment Therefor.
- 1) The Town will perform the following activities with respect to Public Improvements: review and approve the work of the Developer's Engineer; the Town may, but shall not be required to, inspect and test construction methods and materials including but not limited to compaction tests,

aggregate gradation tests, finished pavement density and depth tests; and conduct final job inspections. No acceptance by the Town shall relieve Developer of its obligations hereunder.

- 2) Developer shall pay the Town for costs incurred by the Town in the performance of the above said services within sixty (60) days of the Town submitting an invoice for said services. Failure by Developer to pay within the specified time shall be cause for the Town to deny future building permits and/or order a cessation of all activities on the Development.
- d) Services to be Performed by the Developer's Engineer. The Developer's Engineer shall be responsible for the preparation of the detailed construction plans, including the preparation of estimates, special contract provisions, preparation of proposal forms, and designation and description of all necessary temporary and permanent easements; for the staking out of the construction, the tie in of utility locations; testing and inspection of construction methods and materials; the preparation of as-built drawings; and other duties as may be required by the Town Engineer.
- e) Construction of Public Improvements.
- 1) Approval of Contractors. Any contractor selected by Developer to construct and install any public improvement must be determined in writing by the Town Engineer to be acceptable. The Town reserves the right to require satisfactory proof of successful experience and adequate financial status by any such contractor.
 - 2) Construction. Construction, installation, materials and equipment for Public Improvements shall be in accordance with Approved Plans. Developer will cause the contractors to furnish the Town Engineer with a schedule of proposed operations at least five (5) days prior to commencement of construction work.
 - 3) Construction Observation. All of the work shall be subject to construction observation by the Town Engineer. Costs incurred by the Town for construction observation shall be reimbursed by Developer to the Town within sixty (60) days from the date of invoice.
 - 4) Easements. Developer shall provide to the Town, at no cost to the Town, all permanent and temporary easements necessary for the installation of Public Improvements, as reasonably determined by the Town Engineer. All such easements requested by the Town Engineer shall be in writing and legally sufficient in form and substance to convey to the Town the required easement(s). If Developer is not able to obtain easements required by this article Developer shall notify the Town and may request that the Town exercise its power of eminent domain. If the Town elects to exercise its

power of eminent domain Developer will pay all costs incurred by the Town and associated with such exercise.

- 5) Insurance. Developer will furnish and will cause each person with whom Developer contracts for the construction and installation of any public improvements to furnish the Town with the same evidence of complete insurance coverage (including Workmen's Compensation, liability and Property damage) as is required on Town contracted construction jobs as determined by the general specifications now in use.
- 6) Faithful Performance of Construction Contracts; Warranty. Developer shall fully and faithfully comply with all terms of any and all contracts entered into by Developer for the installation and construction of all Public Improvements and hereby warrants the workmanship and materials of each Public Improvement for a period of 12 months after the Town issues its letter of construction approval under Section 5(f) below (the "Warranty"). Developer agrees to repair or replace, as and when directed by the Town, and at the Developers' sole cost and expense, any deficiencies noted by the Town during the Warranty period in accordance with Section 5(h) below.

Developer shall fully and faithfully discharge the Developer's obligation with respect to the Public Improvements during the installation and construction period and with respect to those that may arise as a result of the Developer's Warranty, and shall promptly and fully pay persons doing work, furnishing skills, tools, machinery, materials, insurance, equipment, or supplies in connection with the construction and installation of the public improvements, or in connection with any work thereon under the Warranty.

- f) Security for Developer's Performance. Work shall not commence on any Public Improvements serving the Development until Developer has provided the Town Clerk with security reasonably acceptable to the Town, consisting of one of the following:

a cash deposit, an irrevocable letter of credit, a security interest in any real or personal property of the Developer, or a performance surety bond payable to the Town equal to the estimated total cost of the Public Improvements. A bond, security interest in property, or letter of credit shall be valid until Initial Acceptance of the Public Improvements.

If a letter of credit is used, it shall be in substantially the form attached hereto as Exhibit B, and shall provide that funds will be paid to the Town, upon written demand from time to time of the Town, to the extent of a default under Section 6 below by Developer in the making of payments or performing of obligations, to be paid or performed by Developer pursuant hereto. Each Letter of Credit shall further provide that ten percent (10%) of the Letter of Credit shall remain fully callable by

the Town for a term of twenty-four (24) months after the date of the Town Engineer's issuance of a construction letter of approval for Public Improvements. The remaining 90% of each Letter of Credit shall be released upon the Town Engineer's issuance of a construction letter of approval for Public Improvements. The Letter of Credit, if called, may be used to complete Public Improvements included in the Approved Plans and to repair, or replace Public Improvements, including any pre-existing public improvements, damaged by Developer's work.

If the Developer is in default hereunder as defined in Section 6 of this Agreement, the Town may draw on the Letter of Credit for the whole amount or any part thereof and hold the proceeds, without interest, and use the proceeds to pay for the costs incurred by the Town in performing and paying for any or all of the obligation of Developer in the installation of the public improvements that are not performed or paid for by Developer pursuant hereto, including all costs incurred by the Town, including, but not necessarily limited to attorney's fees, engineering, consultants and any in-house cost incurred, including time associated with work performed by the Public Works Department and other staff of the Town.

5. General Conditions.

- a) Recording. This Agreement may be recorded by the Town with the Clerk and Recorder of Larimer County, Colorado and all recording fees, if any, shall be paid by Developer. Failure of the Town to record the Agreement shall not be in anyway treated as a waiver of any rights the Town would otherwise have.
- b) Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by any party to this Agreement to or on any other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail (return receipt requested). Such notice or demand shall be deemed given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto are as follows, until change by notice given as above:

If to the Town, at:

Town Clerk
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

If to Developer, at:

Poudre School District

2407 Laporte Ave
Fort Collins, Colorado 805

With a copy to:

Sample, Farrington, Everall & Case., P.C.
Attn. Darryl L. Farrington
1120 Lincoln Street, Suite 1308
Denver, CO 80203

- c) Release of Security. Upon performance by Developer of the terms of this Agreement, including the expiration of any Warranty period herein and the performance by Developer of Developer's obligations herein with respect to any such Warranty, the Town will release to Developer the security filed with the Town pursuant hereto, or so much thereof as has not been used by the Town pursuant hereto.
- d) Final Plan Approval. The Town has given final approval to the plat of the Development and this Agreement is executed and delivered by Developer to the Town, together with all required petitions, security, and upon fulfillment of the other conditions, if any, of the Town Board of Trustees.
- e) Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the public improvements furnished and let pursuant to this Agreement shall be and are hereby made a part of this Agreement by reference as if set out herein in full.
- f) Construction Approval of Public Improvements. As soon as the Public Improvements are built in compliance with the Approved Plans and, to the extent they do not conflict with and are not inconsistent with the Approved Plans, Town of Wellington Standard Design Criteria and Construction Requirements required for the Development or any Development phase, Developer shall give notice to the Town requesting inspection to be made for construction approval. If the construction work complies with all requirements hereof and the Town Standards and Specifications, the Town will issue a letter of construction approval. Upon issuance of a letter of construction approval, the Developer shall provide "As Built" drawings for the public improvement in a form acceptable to the Town Engineer.
- g) Dedication of Public Improvements. Developer shall dedicate in writing to the Town, all Public Improvements constructed or erected serving the Development, free and clear of all encumbrances or liens, said dedication(s) shall be legally sufficient in form and substance to convey said improvements to the Town. The dedication(s) shall be submitted to the Town at the time of requesting final acceptance of the Public Improvements required for the Development or any Development phase as provided below.

- h) Final Acceptance of Public Improvements. A final inspection shall be required before final acceptance by the Town of the Public Improvements required for the Development. It is the Developer's responsibility to request final inspection not less than twenty-one (21) nor more than twenty-two (22) months from the date of the construction approval letter in Section 5(f) above. A list of deficiencies, if any, will be sent to Developer for correction. Within sixty (60) days of the Town issuing the list of deficiencies, Developer shall correct the deficiencies and notify the Town in writing that the deficiencies have been corrected. Upon receipt of such notice, another inspection shall be made when the improvements comply with all Town requirements, standards and Specifications, the Board of Trustees shall by resolution accept the public improvements required for the Development or any Development phase and issue a final acceptance letter stating that the improvements required for the Development or any Development phase have been accepted by the Board of Trustees for future maintenance and repair, and Developer shall be released from its Warranty obligations under Section 4(e) above.

6. Default. If Developer fails to fulfill the terms and conditions of this Agreement, including failure to correct Warranty defects, the Town of Wellington, in its sole discretion, may declare Developer in default and after giving thirty (30) days notice to Developer as provided herein, may call the security provided in Section 4(f) and exercise all remedies available to the Town. As an alternative to the Town calling the security, Developer may extend Developer Letter of Credit for an additional one year period (or such lesser time as agreed to by the Town and Developer) and, so long as Developer promptly commences and pursues correction of its default the Town will afford Developer a reasonable time to cure the default. Failure to comply with this Agreement shall further be sufficient cause for the Town to withhold building permits or certificates of occupancy until corrected to the satisfaction of the Town Engineer.

7. Indemnity. The Town shall have the right, but shall have no obligation or duty, to perform, or pay for the performance of, any of Developers' obligations hereunder concerning the construction and installation of Public Improvements, including, without limitation, payment of any subcontractors or suppliers of labor or materials, if and only if Developer is in default on such obligations and fails to cure the same as provided herein.

8. Agreement to Pay Attorney's Fees and Expenses. If either party should default under any provision of this Agreement the non-defaulting party may recover any costs incurred, including reasonable attorney's fees incurred in compelling the defaulting party's compliance with this Agreement. If either party commences litigation against the other party (the "Defendant") and does not substantially prevail in such litigation, the Court shall award costs and attorney's fees to the Defendant.

9. Severability. If any part, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement.

10. Burden and Benefit to Development. This Agreement shall run with the land comprising the Development and shall be binding upon the parties hereto, their successors, grantees and assigns. It is agreed that all Improvements required pursuant to this Agreement touch and concern the Development regardless of whether such Improvements are located on the Development. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of Developer's real or proprietary interest in the Development, as well as any assignment of the Developer's rights to develop the Development under the terms and conditions of this Agreement.

11. Assignment. In the event Developer transfers title to the Development and is thereby divested of all equitable and legal interest in the Development, the Town hereby agrees to release said Developer from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such event, the succeeding Development owner shall be bound by the terms of this Agreement. This Agreement shall be assignable by Developer.

NOTWITHSTANDING THE FOREGOING, NO OWNER (OTHER THAN THE DEVELOPER) OF ANY LOT OR OUTLOT WHICH HAS BEEN ISSUED A CERTIFICATE OF OCCUPANCY SHALL HAVE ANY PERSONAL LIABILITY FOR THE PERFORMANCE OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT AND SUCH LOT SHALL NOT BE SUBJECT TO ANY LIEN CREATED BY THE RECORDING OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

[Signature page follows]

TOWN OF WELLINGTON

DEVELOPER

Troy Hamman, Mayor

By: _____

ATTEST:

_____, Town Clerk

Approved as to form:

March and Olive, LLC
Town Attorney

By: _____
J. Brad March

EXHIBIT A
Property Description

DRAFT

EXHIBIT B
FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date:

Letter of Credit Number:

Amount \$ _____ (Lawful money of the United States.)

Expiration Date: _____ [Expiration date MUST be a business day.]

[Beneficiary Name] (“Beneficiary”)

[Beneficiary Street Address]

[Beneficiary City, State & Zip]

RE: [Borrower/Applicant Name], [Borrower/Application Address] (“Applicant”)

Ladies and Gentlemen:

We hereby open this irrevocable standby Letter of Credit in favor of the Beneficiary at the request and for the account of the Applicant. This Letter of Credit is available for payment of Beneficiary’s drafts drawn at sight on us in an aggregate amount not to exceed the amount stated above and accompanied, in the case of each draft, by the following:

- A written statement addressed to us, purportedly signed by an authorized representative of Beneficiary stating: “The amount represented by the draft accompanying this statement is the amount required to be paid to [Beneficiary Name] because [Borrower/Applicant Name] has [reason Beneficiary is allowed to draw LOC – e.g. ‘failed to honor its contractual agreement’ OR ‘failed to pay monies due and owing’]”.
- This original Letter of Credit and any amendments that may be in existence.

Drafts must be marked “Drawn under Irrevocable Standby Letter of Credit No. _____, dated _____, issued by _____”.

We hereby agree to honor each draft drawn under and in compliance with the terms of this Letter of Credit if duly presented at: _____, on the expiration date.

Pursuant to U.S. law, we are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S Department of Treasury, or subject to the Denial of Export Privileges by the U.S. Department of Commerce.

Letter of Credit Number: _____

Issue Date: _____

Page 2 of 2

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amplified or limited by reference to any document, instrument or agreement referred to in this Letter of Credit, excepting only U.S. law, the governing law and the UCP referred to herein and any such reference shall not be deemed to incorporate herein any reference to a document, instrument or agreement.

Except as expressly stated herein, this Letter of Credit is governed by the laws of the State of Colorado, including, without limitation, the Uniform Commercial Code as adopted by the State of Colorado, as from time to time amended and enforced (the "Governing Law"), without regard to any conflict of law principles. This Letter of Credit Agreement shall be further subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision-ICC Publication No. 600, and any revisions thereto (the "UCP") and, in the event any provision of the UCP is or shall be construed to vary from or be in conflict with any provision of the Governing Law, the Governing Law shall prevail.

Sincerely,

Bank NAME

By: _____

Printed Name: _____

Title: _____

c: [Borrower/Applicant Name]

EXHIBIT C
Estimated Cost of Public Improvements

Pursuant to Section 4.(f) above, estimated total costs for the below listed Public Improvements are attached on subsequent pages and are incorporated fully as if referenced herein.

DRAFT

Board of Trustees Meeting

Date: August 12, 2020

Submitted By:

Resolution No. 28-2020 - Raw Water Dedication Fee-in-lieu Rates

Subject:

- **Staff presentation: Cody Bird, Director of Planning and Bob Gowing, Director of Public Works**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. BOARD COMMUNICATION RWR contribution_
2. revised water dedicaton and cash in lieu resolution final version



Board of Trustees COMMUNICATION

Meeting Date: 8.11.20	Page 1 of 1	Item: Raw water contributions for new water taps
Agenda No.:	Presented by: Town Attorney, Engineer and Treasurer	

Following up on the reenactment of the Chapter 13 utility code at the Board's July meeting and addressing issues with the water fund, the accompanying resolution resets raw water contribution requirements and establishes AF needs for homes. As structured the resolution will apply to both single family and multi-family units. Ordinance 6-2017 set cash-in-lieu of values for 1 AF of water at \$38,571. A single-family home, ¾" water tap, is deemed to require .58 AF of water to meet the raw water requirement contribution. The resolution establishes raw water cash in lieu payment of \$67,586 to satisfy the requirement for a tap serving both in and outdoor uses. By way of comparison to the prior cash in lieu of payment the \$67,586 (which represent the payment necessary to satisfy a .58 AF water contribution) which would be equivalent to a cost of \$116,527.57 for an AF of water (the prior \$38,571 payment having represented the cost of an AF of water). The proposed increased cash in lieu contribution is an increase of just over 3x the current raw water costs for a single family home with both indoor and outdoor use.

The resolution affords relief to developers who have pre-existing contracts in place for the sale of units as of the date of adoption of this resolution by allowing the developer to show the Town Administrator or Planning director that the developer had a contract in place as of the adoption date of the resolution and that under the contract the developer, buyer and the lender had an expectation that the cost of the home was established at the old cash in lieu rate. If this can be established to the Town Administrator or planning director's satisfaction the Town would continue to honor the prior cash in lieu amount. This offer to honor the prior amount for pre-existing contracts would expire after a month.

Based on costs of North Poudre which have increased from roughly \$100,000 per share in 2018 to \$135,000 per share in 2019 to \$200,000 per share In 2020 (more than 40% per year). The Town Treasurer and engineer will have further presentation for the board relative to calculations used to arrive at the adjusted figures.

RESOLUTION NO. 28-2020

A RESOLUTION ESTABLISHING WATER CONTRIBUTION REQUIREMENTS FOR WATER TAPS SERVING RESIDENTIAL UNITS AND ESTABLISHING CASH IN-LIEU OF PAYMENTS FOR WATER CONTRIBUTION REQUIREMENTS FOR RESIDENTIAL UNITS.

WHEREAS, the Town Code (the “Town Code”) of the Town of Wellington, Colorado (the “Town”) provides that the Board of Trustees (the “Board”) of the Town shall set fees for various services provided by the Town by ordinance or resolution; and

WHEREAS, the Board set water fees, including by Resolution 12-2008, Resolution 8-2016 and Ordinance 6-2017; and

WHEREAS, the Town Engineer and Town Treasurer were directed by the Board to provide an analysis of raw water requirements and costs and both have reported to the Board; and

WHEREAS, the Town Code provides that prior to allowing any new water tap, water right dedications shall be required or in lieu thereof, the Town, in the Town’s sole discretion may, but is not required to, accept cash payments; and

WHEREAS, Section 13-1-50 addresses capital investment fees and water rights dedication requirements and provides:

At **section 13-1-50 (d)(1)**: Developers of residential uses shall dedicate to the Town water rights yielding one (1) acre-foot, (or such lesser amount of water as may be established by ordinance or resolution of the Town Board) of water per year for each dwelling unit to be served by the Town water Utility; and

At **section 13-1-50 (e)**: The Town shall have the sole right of determination to accept or reject any water rights proposed for dedication pursuant to the provision of this Section, or to allow a cash payment in-lieu of water rights dedication to satisfy the basic dedication requirement. At the time of submission, the applicant shall indicate the water rights proposed to be dedicated to the Town, or the amount of cash in-lieu thereof that is proposed to be paid to the Town; and

At **section 13-1-50 (f)**: Cash payments in-lieu of water rights dedication shall be equal to the fair market value of the water rights necessary to satisfy the basic water rights requirement. The Town, including the Town Board by Ordinance or Resolution shall determine from time to time the cash in-lieu payment amount to be paid after a public hearing before the Board of Trustees with the decision of the Board of Trustees being final and conclusive; and

WHEREAS, the Town has accepted shares of North Poudre Irrigation Company (NPIC) stock in satisfaction of raw water dedication requirements imposed by the Town Code and may accept Class D water allotment contracts representing acre foot units of water in the Colorado-Big Thompson Project in satisfaction of water right contribution requirements; and

WHEREAS, the costs of shares of NPIC stock have increased roughly forty percent (40%) per year since 2018 and NPIC shares are currently selling for \$200,000 or higher, per share.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Trustees of the Town of Wellington, Colorado, that issuance of water taps for construction of any residential dwelling unit receiving water service from the Town shall require a raw water rights dedication meeting the following acre foot yield requirements, and if the Town elects to accept cash in-lieu of payments for water rights, such payments shall be as follows:

	Raw Water Dedication Requirement	Cash In-Lieu Amount
Each Residential Dwelling Unit ¾" tap		
Indoor Use	0.32 acre feet	\$37,376
Outdoor Use	0.26 acre feet	\$30,210
Combined (indoor and outdoor use)	0.58 acre feet	\$67,586

1. Multiple-family development projects shall require the indoor use dedication requirement for each residential dwelling unit in accordance with the above schedule Outdoor use for multiple-family development projects shall be required based upon calculated need for an approved landscape plan.
2. The above requirements and schedule are subject to existing and new development agreements and memoranda of public improvements to the contrary.
3. To address single family units under contract, for which commitments to buyers have been made by the seller, the Town Planning Director, , may issue taps and accept cash in lieu of payments based on the pre-existing rates established by Ordinance 6-2017, if:

The party constructing the residential unit shall establish to the satisfaction of the Town Planning Director that the seller of the residential unit had entered into a contract with a buyer prior to the effective date of this resolution and that contract was entered into by the parties in expectation of the prior cash in lieu of payment amount.

No reduced payments allowed by this paragraph 4 shall be accepted by the Town after September 15, 2020.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
THIS 11th DAY OF AUGUST, 2020.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: August 12, 2020

Submitted By:

Ordinance No. 16-2020 - An Ordinance amending Section 2-2-70 of the Wellington Municipal Code as it relates to Special Meeting Notification

Subject:

- **Staff presentation: Brad March**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. BOARD COMMUNICATION special meeting changes_
2. Redline of changes to special meeting ordinance_
3. Ordinance Modifying Special Meetings 8.6.20



Board of Trustees COMMUNICATION

Meeting Date: August 11, 2020	Page 1 of 1	Item: Special meeting changes
Agenda No.:	Presented by: Town Attorney	

As set forth in the attached proposed ordinance, the state changed the longtime historic preferred manner of giving notice of meetings, recognizing that posting places were no longer as valuable as placing agendas and meeting information on the internet. State statutes were changed encouraging local governmental bodies to notice meetings by publishing notices on the internet. The Town changed practices and began putting postings on the Town website rather than on the front door of Town hall. Since the posting requirements were changed from physical to internet postings special meetings of the Town Board were required and it was noted that posting requirements were still antiquated. The Town Code, for special meetings still required three posting places, delivery of the board packet each board member and a summons signed by the mayor and served on board members. These provisions have become antiquated based on the ability to make internet delivery of board packets. Staff time associated with meeting special meeting requirements were significant.

Redline changes of the code section are as follows:

Sec. 2-2-70. Special meetings.

(a) The Mayor or a majority of the Board of Trustees may call a special meeting at any time upon ~~giving~~ at least twenty-four (24) hours notice to the Board of Trustees and the public. ~~Whenever a~~ special meeting ~~is~~may ~~be~~ called, ~~a written summons or notice, signed~~ by the Mayor or a majority of the Board of Trustees, ~~Notice of the meeting~~ shall be ~~posted as required for regular meetings and be~~ served upon each member of the Board of Trustees ~~Trustees at least twenty-four (24) hours before the special meeting~~, either in person ~~or~~, by notice left at ~~his or her~~ a Board of Trustee members place of residence ~~or by email with a verified receipt or phone call contact with the Board member advising of sending of the emailed notice~~. The notice shall state the date and hour of the meeting and the purpose for which the meeting is called. No other business shall be transacted, ~~at the special meeting~~ except ~~such as is~~ stated in the notice. ~~Notice of the special meeting shall be posted at the Town Hall and at two (2) other conspicuous places within the Town.~~

The proposed changes are proposed as an emergency measure and 3/4th approval of the board is required to make the changes. As an emergency measure the ordinance does not have to be published and becomes effective immediately.

ORDINANCE 2020 - XX

AN ORDINANCE OF THE TOWN OF WELLINGTON, COLORADO, AMENDING THE WELLINGTON MUNICIPAL CODE RELATED TO SPECIAL MEETINGS AND DECLARING AN EMERGENCY.

WHEREAS, the Town of Wellington Board of Trustees on January 14, 2020 adopted Resolution 2-2020 which provided posting of notices of regular meetings and required, pursuant to recently amended sections of the Colorado Open Meeting Law at C.R.S. 24-6-402(2)(c), providing that meetings of any board or commission of the Town of Wellington should be posted no less than twenty-four hours prior to a meeting on the Town Website (<https://www.townofwellington.com/>) in accordance with the Colorado Open Meetings Law and that the Wellington Town Hall, Front Door, 3735 Cleveland Ave., Wellington, CO be designated as the public place at which the Town may post a notice no less than twenty-four hours prior to a meeting if the Town is unable to post a notice online in exigent or emergency circumstances; and

WHEREAS, in light of the COVID-19 pandemic the Town's Board of Trustees added Sec. 2-2-85 to the Town Code providing for Virtual meetings which could be held when the Town Administrator or the Mayor determined that meeting in person would not be prudent because of a public health emergency but providing that no quasi-judicial matters were be considered at any virtual meeting; and

WHEREAS, the Town Board has held various special meetings during the emergency created by the COVID-19 pandemic; and

WHEREAS, by Sec. 2-2-70 of the Wellington Town Code, special meetings continue to require posting in multiple locations and delivery of Board materials directly to board members and such requirements in conjunction with special meetings has proven to be burdensome and unnecessary in light of updated notice postings and the ability to deliver materials to members of the Board and to the public electronically.

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

Section 1: Sec. 2-2-70 of the Municipal Code of the Town of Wellington related to Special Meetings is amended to read:

SPECIAL MEETINGS

Sec. 2-2-70. Special meetings.

(a)— The Mayor or a majority of the Board of Trustees may call a special meeting at any time upon ~~giving~~ at least twenty-four (24) hours notice to ~~each member of~~ the Board of Trustees and ~~to~~ the public. A special meeting may be called by the Mayor or a majority of the Board of Trustees. Notice of the ~~special~~ meeting shall be posted as required for regular meetings and be served upon each member of the Board of Trustees at least twenty-four (24) hours before the special meeting, either ~~by personal service in person~~, by notice left at a Board of Trustee ~~member's~~ members place of residence or by email with a verified ~~electronic~~ receipt or phone call contact with the Board member advising of ~~the~~ sending of the

emailed notice. The notice shall state the date and hour of the meeting and the purpose for which the meeting is called. No other business shall be transacted at the special meeting except as stated in the notice.

Section 2:

In accordance with C.R.S. § 31-16-105, the Board of Trustees hereby determines that this Ordinance is necessary for the immediate preservation of the public peace, health or safety. ~~As based on needs the Town Board has had to hold special meetings as a result of the COVID-19 pandemic as~~ an emergency ordinance, this Ordinance shall take effect upon adoption, shall be authenticated and shall be numbered and recorded in the official records of the Town as required by C.R.S. § 31-16-105.

Section 3:

If any provision of this ordinance or the application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications. The provisions of this Ordinance are expressly declared to be severable.

INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado, this ~~28th~~11th day of ~~July~~August, 2020.

TOWN OF WELLINGTON, COLORADO

By: _____
—Troy Hamman, Mayor

I, ~~Kelly Houghteling~~, Krystal Eucker, Town Clerk for the Town of Wellington Colorado, certify and attest that Ordinance 2020-XX was introduced and adopted by a vote of three-fourths of the members of the Board of Trustees for the Town of Wellington at the regular meeting on the ~~28th~~11th day of ~~July~~August, 2020.

By: _____
~~Kelly Houghteling~~Krystal Eucker, Town
~~Administrator~~/Clerk

ORDINANCE 16-2020

AN ORDINANCE OF THE TOWN OF WELLINGTON, COLORADO, AMENDING THE WELLINGTON MUNICIPAL CODE RELATED TO SPECIAL MEETINGS AND DECLARING AN EMERGENCY.

WHEREAS, the Town of Wellington Board of Trustees on January 14, 2020 adopted Resolution 2-2020 which provided posting of notices of regular meetings and required, pursuant to recently amended sections of the Colorado Open Meeting Law at C.R.S. 24-6-402(2)(c), providing that meetings of any board or commission of the Town of Wellington should be posted no less than twenty-four hours prior to a meeting on the Town Website (<https://www.townofwellington.com/>) in accordance with the Colorado Open Meetings Law and that the Wellington Town Hall, Front Door, 3735 Cleveland Ave., Wellington, CO be designated as the public place at which the Town may post a notice no less than twenty-four hours prior to a meeting if the Town is unable to post a notice online in exigent or emergency circumstances; and

WHEREAS, in light of the COVID-19 pandemic the Town's Board of Trustees added Sec. 2-2-85 to the Town Code providing for Virtual meetings which could be held when the Town Administrator or the Mayor determined that meeting in person would not be prudent because of a public health emergency but providing that no quasi-judicial matters were be considered at any virtual meeting; and

WHEREAS, the Town Board has held various special meetings during the emergency created by the COVID-19 pandemic; and

WHEREAS, by Sec. 2-2-70 of the Wellington Town Code, special meetings continue to require posting in multiple locations and delivery of Board materials directly to board members and such requirements in conjunction with special meetings has proven to be burdensome and unnecessary in light of updated notice postings and the ability to deliver materials to members of the Board and to the public electronically.

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

Section 1: Sec. 2-2-70 of the Municipal Code of the Town of Wellington related to Special Meetings is amended to read:

SPECIAL MEETINGS

Sec. 2-2-70. Special meetings.

(a) The Mayor or a majority of the Board of Trustees may call a special meeting at any time upon at least twenty-four (24) hours notice to the Board of Trustees and the public. A special meeting may be called by the Mayor or a majority of the Board of Trustees. Notice of the meeting shall be posted as required for regular meetings and be served upon each member of the Board of Trustees at least twenty-four (24) hours before the special meeting, either in person, by notice left at a Board of Trustee members place of residence or by email with a verified receipt or phone call contact with the Board member advising of sending of the emailed notice. The notice shall state

the date and hour of the meeting and the purpose for which the meeting is called. No other business shall be transacted at the special meeting except as stated in the notice.

Section 2:

In accordance with C.R.S. § 31-16-105, the Board of Trustees hereby determines that this Ordinance is necessary for the immediate preservation of the public peace, health or safety based on needs the Town Board has had to hold special meetings as a result of the COVID-19 pandemic as an emergency ordinance, this Ordinance shall take effect upon adoption, shall be authenticated and shall be numbered and recorded in the official records of the Town as required by C.R.S. § 31-16-105.

Section 3:

If any provision of this ordinance or the application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications. The provisions of this Ordinance are expressly declared to be severable.

INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado, this 11th day of August, 2020.

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

I, Krystal Eucker, Town Clerk for the Town of Wellington Colorado, certify and attest that Ordinance 16-2020 was introduced and adopted by a vote of three-fourths of the members of the Board of Trustees for the Town of Wellington at the regular meeting on the 11th day of August, 2020.

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: August 12, 2020

Submitted By:

Liquor License Review Board

Subject: Annual Renewal - Beer and Wine Liquor License

Hong Investments LLC

d/b/a Papa's Table

EXECUTIVE SUMMARY

Hong Lu Investments, LLC, d/b/a Papa's Table submitted their annual renewal for their Fermented Malt Beverage liquor license. A review of the application found the establishment is in good standing with the Colorado Secretary of State, the establishment is current with sales tax and the Larimer County Sheriff's Office reported no issues directly related to the establishment's liquor license.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Staff recommends approval of the the Fermented Malt Beverage License Renewal Application.

ATTACHMENTS

1. Hong Lu Investments LLC

Submit to Local Licensing Authority

**PAPA'S TABLE
PO BOX 979
Wellington CO 80549**

Fees Due		
Renewal Fee		351.25
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$ 75.00
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid	351.25	\$ 426.25

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 HONG LU INVESTMENTS LLC			Doing Business As Name (DBA) PAPA'S TABLE	
Liquor License # 03-08513	License Type Beer & Wine (city)	Sales Tax License # 31064051	Expiration Date 08/29/2020	Due Date 07/15/2020
Business Address 3728 WEST CLEVELAND AVENUE Wellington CO 80549				Phone Number 9705684139
Mailing Address PO BOX 979 Wellington CO 80549			Email _____	
Operating Manager HONG CASABONA	Date of Birth 12-7-52	Home Address 3728 AMBUSH DR. Wellington CO.		Phone Number 9705681156
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____				
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: ☒ Yes ☒ No				
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? ☐ Yes ☒ No				
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.? ☐ Yes ☒ No				
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. ☐ Yes ☒ No				
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. ☐ Yes ☒ No				
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. ☐ Yes ☒ No				
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. ☐ Yes ☒ No				

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

ITONG CASABONA

Title

owner

Signature

Itong Casabona

Date

6-16-20

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

Tax Check Authorization, Waiver, and Request to Release Information

I, HONG CASARONA am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of HONG LU INVESTMENTS PAPA'S TAB (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) <u>HONG CASARONA</u>		Social Security Number/Tax Identification Number <u>522-13-6177</u>	
Address <u>3208 AMBUSH DR.</u>			
City <u>WELLINGTON</u>		State <u>CO.</u>	Zip <u>80549</u>
Home Phone Number <u>970 568-1156</u>		Business/Work Phone Number <u>970 568 4139</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>HONG CASARONA</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Hong Casarona</u>			Date signed <u>6-16-20</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).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

MINI MART, INC.

is an entity formed or registered under the law of Wyoming, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871417019.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 07/24/2020 that have been posted, and by documents delivered to this office
electronically through 07/27/2020 @ 14:25:11.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 07/27/2020 @ 14:25:11 in accordance with applicable law.
This certificate is assigned Confirmation Number 12492074.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Hong Lu Investments, LLC

is a

Limited Liability Company

formed or registered on 01/19/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171043763 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/05/2020 that have been posted, and by documents delivered to this office electronically through 08/06/2020 @ 16:12:12 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/06/2020 @ 16:12:12 in accordance with applicable law. This certificate is assigned Confirmation Number 12516494 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



LARIMER COUNTY SHERIFF'S OFFICE

Calls For Service Address Search Report

Address searched: 3728 Cleveland Av
 Apt# searched:
 Date Range: 7/28/2019 to 7/28/2020
 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 Agency Ser	CALL_NO	Call Date	TYPE	Dispo	PRI	UNIT	REPORT_NO	Apt	Address\Location (common)
LC P	P200830355	03/23/2020	EX			9E7			3728 CLEVELAND AV, WEL
LC P	P200860531	03/26/2020	EX	CMP		9E7			3728 CLEVELAND AV, WEL
LC P	P200930566	04/02/2020	EX			9E7			3728 CLEVELAND AV, WEL
LC P	P200990668	04/08/2020	EX			9E7			3728 CLEVELAND AV, WEL
LC P	P201080584	04/17/2020	EX			9E7			3728 CLEVELAND AV, WEL
LC P	P201150607	04/24/2020	EX			9E7			3728 CLEVELAND AV, WEL
LC P	P201290626	05/08/2020	EX			9E7			3728 CLEVELAND AV, WEL



Board of Trustees Meeting

Date: August 12, 2020
Submitted By: Liquor License Review Board
Subject: Annual Renewal - Fermented Malt Beverage
Mini Mart Inc.
d/b/a Loaf 'N Jug

EXECUTIVE SUMMARY

Mini Mart, Inc., d/b/a Loaf 'N Jug has submitted their annual renewal for their Fermented Malt Beverage liquor license. A review of the application found the establishment is in good standing with the Colorado Secretary of State, the establishment is current with sales tax and the Larimer County Sheriff's Office reported no issues directly related to the establishment's liquor license; the calls to the location were of individuals that appeared to have been intoxicated prior to arriving at the establishment.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Staff recommends approval of the Fermented Malt Beverage License Renewal Application.

ATTACHMENTS

1. Mini Mart Inc

Submit to Local Licensing Authority

LOAF 'N JUG # 846
~~302 WEST 3RD STREET SUITE 300~~
~~Cincinnati OH 45202~~

ATTN: LAW DEPARTMENT
 EG AMERICA LLC
 165 FLANDERS ROAD
 WESTBOROUGH, MA 01581

Fees Due		
Renewal Fee		96.25
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		\$

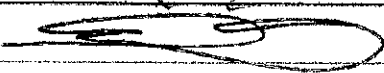
Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient 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 MINI MART INC		Doing Business As Name (DBA) LOAF 'N JUG # 846		
Liquor License # 03-27943-0028	License Type Fermented Malt	Sales Tax License # 03279430028	Expiration Date 06/24/2020	Due Date 05/10/2020
Business Address 8211 6TH ST Wellington CO 80549				Phone Number 7199483071
Mailing Address 165 FLANDERS ROAD WESTBOROUGH, MA 302 WEST 3RD STREET SUITE 300 Cincinnati OH 45202 01581			Email G.Bach@cumberlandfarms.com	
Operating Manager <i>April Almaraz</i>	Date of Birth	Home Address <i>Wellington Co. 80549</i>	Phone Number <i>970-568-3778</i>	
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____				
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. ☐ Yes ☒ No				
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? ☐ Yes ☒ No				
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.? ☐ Yes ☒ No				
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. ☐ Yes ☒ No				
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. ☐ Yes ☒ No				
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. ☐ Yes ☒ No				
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. ☒ Yes ☐ No <i>Have approx 90 Locations - List attached</i>				

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	
NICHOLAS M. UNKOVIC	SECRETARY	
Signature	Date	
	6/23/2020	
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

Tax Check Authorization, Waiver, and Request to Release Information

I, NICHOLAS M. UNKOVIC am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of MINI MART DBA- LOAF N JUG (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) <u>MINI MART INC dba- LOAF N JUG # 846</u>		Social Security Number/Tax Identification Number <u>830208334</u>	
Address <u>8211 6th St.</u>			
City <u>Wellington</u>		State <u>CO</u>	Zip <u>80549</u>
Home Phone Number		Business/Work Phone Number <u>970-568-3778</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>NICHOLAS M. UNKOVIC</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>6/23/2020</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).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

MINI MART, INC.

is an entity formed or registered under the law of Wyoming has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871417019.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/22/2020 that have been posted, and by documents delivered to this office
electronically through 05/26/2020 @ 10:17:14.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 05/26/2020 @ 10:17:14 in accordance with applicable law.
This certificate is assigned Confirmation Number 12361198

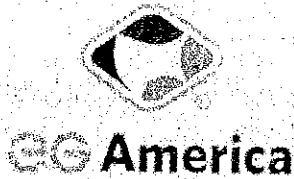


Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCenter.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/click> "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



EG AMERICA, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA 01581

To: Local Licensing Authorities
From: EG America, LLC
Re: **RETAIL BUSINESS LICENSE UPDATES AND CLARIFICATIONS**
Date: March 10, 2020

This letter addresses some questions we have received relative to EG America's recent acquisition of Cumberland Farms, a regional convenience store chain with retail operations in eight states (New England, New York, and Florida). With that acquisition and related business integration activities across EG America's thirty-one total operating states, please note:

- **STRUCTURE** - Cumberland Farms joins the EG America family as a wholly-owned subsidiary banner. The legal ownership and tax identification numbers for the other existing EG America subsidiary banners (and for EG America itself) did not change as a result of this transaction.
- **OFFICES** - EG America has relocated its headquarters to the Cumberland Farms office in Westborough, Massachusetts. Many business support functions (including retail licensure) will now be provided from that office by Cumberland Farms employees.
- **CONTACTS** - Local licensing authorities are advised of new contact information pertaining to retail licensure, attached as jurisdictionally relevant.

As always, do not hesitate to contact us with any remaining questions or concerns. We appreciate your continued support and partnership as we strive to deliver critical goods and services to our communities in a convenient, compliant, and conscientious manner.

Sincerely,

EG AMERICA, LLC,

by:

A handwritten signature in black ink, appearing to read "Matthew T. Durand".

Matthew T. Durand
Counsel, Legislative & Regulatory
Office of the General Counsel

EG AMERICA - RETAIL BUSINESS LICENSES

NEW CONTACT INFORMATION

Local licensing authorities are advised of new contact information pertaining to retail licensure, as follows:

<i>Mailing Address</i>	
Attn: Law Department EG America, LLC 165 Flanders Road Westborough, MA 01581	

<i>License Coordinators</i>	
Certified Oil	Gwen Bach / 508-270-4401 / gbach@cumberlandfarms.com
Cumberland Farms	Laura Salvucci / 508-270-1504 / lsalvucci@cumberlandfarms.com
Fastrac	Laura Salvucci / 508-270-1504 / lsalvucci@cumberlandfarms.com
Kwik Shop	Gwen Bach / 508-270-4401 / gbach@cumberlandfarms.com
Loaf N Jug	Gwen Bach / 508-270-4401 / gbach@cumberlandfarms.com
Minit Mart	Paula Foley / 508-270-1404 / pfoley@cumberlandfarms.com
Quik Stop	Gwen Bach / 508-270-4401 / gbach@cumberlandfarms.com
Tom Thumb	Laura Salvucci / 508-270-1504 / lsalvucci@cumberlandfarms.com
Turkey Hill	Pam Sinnett / 508-270-1418 / psinnett@cumberlandfarms.com



Owner:

EG Retail America LLC 100%

Officers:

Mr. George R. Fournier President

Mrs. Caroline E. Taitelbaum Treasurer

Mr. Nicholas M. Unkovic Secretary

Company Name	Store Name	Store Store 1	Store Store City Name	Store Store State Code
MINI MART, INC	Loaf n Jug #001	Second and Cranston Ave.	Fowler	CO
MINI MART, INC	Loaf n Jug #002	2050 Lake Ave	Pueblo	CO
MINI MART, INC	Loaf n Jug #003	200 Main Street	Walsenburg	CO
MINI MART, INC	Loaf n Jug #005	1101 N. Main Street	Springfield	CO
MINI MART, INC	Loaf n Jug #006	4770 Drennan Road	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #007	9028 South Woodman Way	Parker	CO
MINI MART, INC	Loaf n Jug #008	2610 Santa Fe Drive	Pueblo	CO
MINI MART, INC	Loaf n Jug #009	610 Hwy 24	Buena Vista	CO
MINI MART, INC	Loaf n Jug #010	102 Hwy 160 East	Alamosa	CO
MINI MART, INC	Loaf n Jug #011	4901 North Castleton Dr.	Castle Rock	CO
MINI MART, INC	Loaf n Jug #012	67 Gateway Drive	Berthoud	CO
MINI MART, INC	Loaf n Jug #013	918 W. 3rd Street	La Junta	CO
MINI MART, INC	Loaf n Jug #014	1201 Pueblo Blvd	Pueblo	CO
MINI MART, INC	Loaf n Jug #015	243 Hwy 50 East	Avondale	CO
MINI MART, INC	Loaf n Jug #016	101 N. Main Street	La Junta	CO
MINI MART, INC	Loaf n Jug #019	150 W. Drake	Fort Collins	CO
MINI MART, INC	Loaf n Jug #024	4401 Hwy 165	Colorado City	CO
MINI MART, INC	Loaf n Jug #025	4800 Thatcher	Pueblo	CO
MINI MART, INC	Loaf n Jug #026	260 E. Hwy 24	Woodland Park	CO
MINI MART, INC	Loaf n Jug #028	120 S. Santa Fe	Pueblo	CO
MINI MART, INC	Loaf n Jug #033	2802 Pikes Peak	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #034	33 Montebello	Pueblo	CO
MINI MART, INC	Loaf n Jug #035	36031 Hwy 50 East	Pueblo	CO
MINI MART, INC	Loaf n Jug #037	3980 Ivywood	Pueblo	CO
MINI MART, INC	Loaf n Jug #038	1002 Bonforte Blvd	Pueblo	CO
MINI MART, INC	Loaf n Jug #039	2505 S. Chelton	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #040	4335 Airport Road	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #041	6857 Space Village Avenue	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #042	1930 S. Academy	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #043	9364 S. Jordan Rd	Parker	CO
MINI MART, INC	Loaf n Jug #045	3705 Drennan Road	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #047	0112 Fairgrounds Road	Eagle	CO
MINI MART, INC	Loaf n Jug #048	201 Main Street	Frisco	CO
MINI MART, INC	Loaf n Jug #049	305 N. 10th Street	Rocky Ford	CO
MINI MART, INC	Loaf n Jug #050	1025 5th Street	Calhan	CO
MINI MART, INC	Loaf n Jug #052	2405 Northern Ave	Pueblo	CO
MINI MART, INC	Loaf n Jug #053	6695 Galley Road	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #054	912 Royal Gorge Blvd	Canon City	CO
MINI MART, INC	Loaf n Jug #055	448 Hwy 50 East	Salida	CO
MINI MART, INC	Loaf n Jug #056	137 Manitou Avenue	Manitou Springs	CO
MINI MART, INC	Loaf n Jug #057	1107 S. Main Street	Lamar	CO
MINI MART, INC	Loaf n Jug #058	300 N. Main Street	Lamar	CO
MINI MART, INC	Loaf n Jug #059	415 Ambassador Thompson Blvd	Las Animas	CO
MINI MART, INC	Loaf n Jug #064	707 Main Street	Limon	CO
MINI MART, INC	Loaf n Jug #065	2119 E. 4th Street	Pueblo	CO
MINI MART, INC	Loaf n Jug #066	317 E. High	Flagler	CO
MINI MART, INC	Loaf n Jug #067	1525 W. 4th Street	Pueblo	CO
MINI MART, INC	Loaf n Jug #068	109 W. 4th Street	Hugo	CO
MINI MART, INC	Loaf n Jug #069	519 W. Hwy 24	Woodland Park	CO
MINI MART, INC	Loaf n Jug #070	4001 Jerry Murphy Dr	Pueblo	CO
MINI MART, INC	Loaf n Jug #071	1201 W. 17th Street	Pueblo	CO
MINI MART, INC	Loaf n Jug #073	2202 W. 18th Street	Pueblo	CO
MINI MART, INC	Loaf n Jug #074	31918 Hwy 96 East	Pueblo	CO
MINI MART, INC	Loaf n Jug #075	1700 Santa Fe Drive	Pueblo	CO
MINI MART, INC	Loaf n Jug #076	506 E. Main Street	Florence	CO
MINI MART, INC	Loaf n Jug #078	2120 Oakshire Lane	Pueblo	CO

MINI MART, INC	Loaf n Jug #079	420 Eagle Ridge Blvd	Pueblo	CO
MINI MART, INC	Loaf n Jug #080	102 S. Santa Fe Ave	Fountain	CO
MINI MART, INC	Loaf n Jug #081	102 W. Rubey Drive	Golden	CO
MINI MART, INC	Loaf n Jug #082	14 W. Spaulding	Pueblo West	CO
MINI MART, INC	Loaf n Jug #083	700 Warner Drive	Golden	CO
MINI MART, INC	Loaf n Jug #084	1104 Pueblo Blvd. Way	Pueblo	CO
MINI MART, INC	Loaf n Jug #085	136 South Purcell Blvd	Pueblo West	CO
MINI MART, INC	Loaf n Jug #086	2810 Troy Ave.	Pueblo	CO
MINI MART, INC	Loaf n Jug #087	4125 West Northern Ave.	Pueblo	CO
MINI MART, INC	Loaf n Jug #091	5375 Airport Rd.	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #092	1019 Space Center Dr.	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #093	905 W. Hwy 50	Pueblo	CO
MINI MART, INC	Loaf n Jug #094	16355 W. 64th Ave.	Arvada	CO
MINI MART, INC	Loaf n Jug #095	200 Lashley St.	Longmont	CO
MINI MART, INC	Loaf n Jug #097	173 Bull Dogger Lane	Bailey	CO
MINI MART, INC	Loaf n Jug #098	5825 N. Academy	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #099	4098 Arrowswest Dr.	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #202	1818 Norwood	Pueblo	CO
MINI MART, INC	Loaf n Jug #203	2419 North Elizabeth Street	Pueblo	CO
MINI MART, INC	Loaf n Jug #601	7055 Alegre Circle	Fountain	CO
MINI MART, INC	Loaf n Jug #801	1499 South Colorado Blvd	Denver	CO
MINI MART, INC	Loaf n Jug #803	490 W. Hampden	Englewood	CO
MINI MART, INC	Loaf n Jug #807	710 Copper Center Parkway	Colorado Springs	CO
MINI MART, INC	Loaf n Jug #846	8211 Sixth Street	Wellington	CO
MINI MART, INC	Loaf n Jug #848	1201 Main Street	Windsor	CO
MINI MART, INC	Loaf n Jug #850	1001 39th Avenue	Greeley	CO
MINI MART, INC	Loaf n Jug #852	3200 23rd Avenue	Evans	CO
MINI MART, INC	Loaf n Jug #858	1801 N. College Avenue	Fort Collins	CO
MINI MART, INC	Loaf n Jug #867	783 W. Hwy 64	Rangely	CO
MINI MART, INC	Loaf n Jug #868	101 W. Brontosaurus Blvd.	Dinosaur	CO
MINI MART, INC	Loaf n Jug #869	2441 West Victory Way	Craig	CO
MINI MART, INC	Loaf n Jug Main Office	442 Keeler Pkwy.	Pueblo	CO
MINI MART, INC	LOAF N JUG #808	161 NORTHGATE BLVD.	Colorado Springs	CO

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

MINI MART, INC.

is an entity formed or registered under the law of Wyoming, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871417019.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 08/05/2020 that have been posted, and by documents delivered to this office
electronically through 08/06/2020 @ 16:11:18.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 08/06/2020 @ 16:11:18 in accordance with applicable law.
This certificate is assigned Confirmation Number 12516491.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



LARIMER COUNTY SHERIFF'S OFFICE

Calls For Service Address Search Report

Address searched: 8211 6th St
 Apt# searched:
 Date Range: 7/28/2019 to 7/28/2020
 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 Agency Ser	CALL_NO	Call Date	TYPE	Dispo	PRI	UNIT	REPORT_NO	Apt	Address\Location (common)
LC	P	P192100707	07/29/2019	SS		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192100609	07/29/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P192130007	08/01/2019	EX		9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192160399	08/04/2019	EX		9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192170703	08/05/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P192180801	08/06/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P192190526	08/07/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P192230260	08/11/2019	EX		9E3			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192250502	08/13/2019	EX		9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192260631	08/14/2019	T	VWAR	9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192310027	08/19/2019	SS		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192320450	08/20/2019	EX		9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192330914	08/21/2019	EX		9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192350137	08/23/2019	ASSI	CMP	9S10			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192350932	08/23/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P192410691	08/29/2019	EX		9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192430462	08/31/2019	EX		9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192460465	09/03/2019	T	VWAR	9N69			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192460715	09/03/2019	SUSP	CMP	9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192480050	09/05/2019	SUSP	GOA	9E6			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192530672	09/10/2019	EX		9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192540609	09/11/2019	EX		9Z43			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192610685	09/18/2019	T	VWAR	9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192610014	09/18/2019	EX		9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192640318	09/21/2019	ASSI	CMP	9E64			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192710571	09/28/2019	EX		9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192710112	09/28/2019	EX		9E3			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192730651	09/30/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192760693	10/03/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192790570	10/06/2019	EX		9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192810058	10/08/2019	WELF	NAT	9C68			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192890703	10/16/2019	EX		9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192900601	10/17/2019	REDD	UTL	9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192920465	10/19/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192950004	10/22/2019	T	VWAR	9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P192950589	10/22/2019	SS		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)

PUBLIC RELEASE

Dispatch Agency Ser	CALL_NO	Call Date	TYPE	Dispo	PRI	UNIT	REPORT_NO	Apt	Address/Location (common)
LC	P	P193070668	11/03/2019	T	CMP	9C55			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193080017	11/04/2019	EX		9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193080004	11/04/2019	EX		9C55			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193110553	11/07/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193130604	11/09/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193150006	11/11/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193200440	11/16/2019	FAMP	NAT	9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193210361	11/17/2019	EX		9Z43			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193220711	11/18/2019	SUSP	CMP	9B60			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193250482	11/21/2019	T	VWAR	9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193370596	12/03/2019	SUSP	NAT	9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193470095	12/13/2019	FOLL	CMP	9E64			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193470074	12/13/2019	SHOP	RTF	9C68	LC190010908		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193550052	12/21/2019	EX	CMP	9B4			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193550488	12/21/2019	T	VWAR	9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193550443	12/21/2019	MVAN	RTF	9E61	LC190011188		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193570052	12/23/2019	FOLL	CMP	9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193580361	12/24/2019	T	VWAR	9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193600461	12/26/2019	EX		9E19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P193640494	12/30/2019	EX		9E61			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200020163	01/02/2020	THEF	RTF	9S8	LC200000031		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200040500	01/04/2020	EX	CMP	9E2			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200040676	01/04/2020	T	CMP	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200050013	01/05/2020	DP	CMP	9E2			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P200050418	01/05/2020	JUVI	CMP	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200050413	01/05/2020	T	VWAR	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200060494	01/06/2020	EX		9B48			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200060535	01/06/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200070753	01/07/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200070161	01/07/2020	EX		9E3			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200070626	01/07/2020	EX		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200080612	01/08/2020	EX		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200090578	01/09/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200090737	01/09/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200090647	01/09/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200100378	01/10/2020	EX	CMP	9E2			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P200100044	01/10/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200110657	01/11/2020	T	VWAR	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200120003	01/12/2020	DUI	RTF	9E27	LC200000373		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200120192	01/12/2020	PTOW	RTF	DPR	LC200000379		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200130618	01/13/2020	REDD	UTL	9E2			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200130522	01/13/2020	FOLL	SUP	9B19			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200140567	01/14/2020	T		9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200140039	01/14/2020	EX	CMP	9E2			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P200170031	01/17/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200190085	01/19/2020	EX		9N41			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200190489	01/19/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200200495	01/20/2020	EX	CMP	9E2			8211 6TH ST, WEL (LOAF N JUG)

PUBLIC RELEASE

Dispatch Agency Ser	CALL_NO	Call Date	TYPE	Dispo	PRI	UNIT	REPORT_NO	Apt	Address/Location (common)
LC	P	P200210765	01/21/2020	EX	CMP	9E2			8211 6TH ST, WEL (LOAF N JUG)
LC	P	P200220375	01/22/2020	EX		9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200250055	01/25/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200250521	01/25/2020	EX		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200250567	01/25/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200260037	01/26/2020	T	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200260555	01/26/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200280042	01/28/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200290284	01/29/2020	EX		9E31			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200290199	01/29/2020	CRIM	RTF	9E50	LC200000872		8211 6TH ST, WEL
LC	P	P200310648	01/31/2020	T	VWAR	9E2			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200330158	02/02/2020	FOLL	CMP	9C10			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200330110	02/02/2020	SHOP	RTF	9C10	LC200000995		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200340208	02/03/2020	EX		9S34			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200340535	02/03/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200340662	02/03/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200350516	02/04/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200360450	02/05/2020	WELF	NAT	9E87			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200360672	02/05/2020	DP		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200360679	02/05/2020	T	RTF	9E5	LC200001120		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200390020	02/08/2020	T	VWAR	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200400576	02/09/2020	T	VWAR	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200400041	02/09/2020	WARR	RTF	9E27	LC200001213		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200410017	02/10/2020	T	CMP	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200440756	02/13/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200440006	02/13/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200460397	02/15/2020	EX	CMP	9E87			8211 6TH ST, WEL
LC	P	P200460625	02/15/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200470052	02/16/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200470061	02/16/2020	T	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200470629	02/16/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200480041	02/17/2020	DP		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200480043	02/17/2020	T	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200490054	02/18/2020	ASSO	AOA	9E2			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200500061	02/19/2020	T	NAT	9C10			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200510661	02/20/2020	T	VWAR	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200520636	02/21/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200520828	02/21/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200520236	02/21/2020	PTOW	RTF	9E37	LC200001530		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200520613	02/21/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200520466	02/21/2020	ASSI	NAT	9E3			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200530002	02/22/2020	DP		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200540477	02/23/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200540419	02/23/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200540394	02/23/2020	T	CIT	9E87			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200580801	02/27/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200580778	02/27/2020	EX		9C10			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200610548	03/01/2020	EX	CMP	9E2			8211 6TH ST, WEL

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Dispatch Agency Ser	CALL_NO	Call Date	TYPE	Dispo	PRI	UNIT	REPORT_NO	Apt	Address/Location (common)
LC	P	P200620470	03/02/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200620618	03/02/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200620606	03/02/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200630022	03/03/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200630605	03/03/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200640025	03/04/2020	DP		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200640593	03/04/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200640017	03/04/2020	DP		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200640735	03/04/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200660710	03/06/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200680539	03/08/2020	EX		9E2			8211 6TH ST, WEL
LC	P	P200680021	03/08/2020	T	VWAR	9E2			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200680484	03/08/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200700578	03/10/2020	EX		9S8			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200720684	03/12/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200730035	03/13/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200750537	03/15/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200750467	03/15/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200770457	03/17/2020	EX		9E2			8211 6TH ST, WEL
LC	P	P200770576	03/17/2020	EX		9E2			8211 6TH ST, WEL
LC	P	P200770379	03/17/2020	EX		9E2			8211 6TH ST, WEL
LC	P	P200780682	03/18/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200790500	03/19/2020	EX		9E2			8211 6TH ST, WEL
LC	P	P200800515	03/20/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200810027	03/21/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200820414	03/22/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200820319	03/22/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200820376	03/22/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200830512	03/23/2020	EX		9Z89			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200830452	03/23/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200830565	03/23/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200880451	03/28/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200880540	03/28/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200890059	03/29/2020	EX		9E2			8211 6TH ST, WEL
LC	P	P200890407	03/29/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200910020	03/31/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P200950595	04/04/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200950641	04/04/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200950785	04/04/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200950812	04/04/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200950614	04/04/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200950634	04/04/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200960532	04/05/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200970036	04/06/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200980749	04/07/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200980659	04/07/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P200990567	04/08/2020	EX		9E66			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201000053	04/09/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)

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Dispatch Agency Ser	CALL_NO	Call Date	TYPE	Dispo	PRI	UNIT	REPORT_NO	Apt	Address/Location (common)
LC	P	P201000716	04/09/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201030393	04/12/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201040506	04/13/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201050716	04/14/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201050791	04/14/2020	EX	CMP	9Z89			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201060645	04/15/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201080628	04/17/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201080711	04/17/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201090458	04/18/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201100603	04/19/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201110797	04/20/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201110499	04/20/2020	WELF	UTL	9E87			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201140608	04/23/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201140532	04/23/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201150632	04/24/2020	T	VWAR	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201150629	04/24/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201170436	04/26/2020	T	CIT	9E2	LC200003298		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201180703	04/27/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201180713	04/27/2020	T	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201180049	04/27/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201210686	04/30/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201220630	05/01/2020	EX	CMP	9Z89			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201230694	05/02/2020	T	VWAR	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201230705	05/02/2020	T	CIT	9E27			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201240708	05/03/2020	T		9E2			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201300591	05/09/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201300730	05/09/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201300741	05/09/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201310043	05/10/2020	SS		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201320595	05/11/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201340734	05/13/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201360117	05/15/2020	T	VWAR	9E3			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201360570	05/15/2020	EX		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201380739	05/17/2020	EX		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201390799	05/18/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201400857	05/19/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201450473	05/24/2020	EX	CMP	9E2			8211 6TH ST, WEL
LC	P	P201460059	05/25/2020	EX		9E2			8211 6TH ST, WEL
LC	P	P201470604	05/26/2020	T	RTF	9Z89	LC200004153		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201490025	05/28/2020	WARR	RTF	9E5	LC200004205		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201490509	05/28/2020	FOLL	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201490013	05/28/2020	DP	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201590392	06/07/2020	LOST	CMP	9E3			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201590034	06/07/2020	DP		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201590042	06/07/2020	T	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201600009	06/08/2020	SS		9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201600007	06/08/2020	EX	CMP	9E5			8211 6TH ST, WEL (LOAF N JUG, WEL)

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Dispatch		CALL_NO	Call Date	TYPE	Dispo	PRI	UNIT	REPORT_NO	Apt	Address\Location (common)
Agency	Ser									
LC	P	P201630487	06/11/2020	LOST	RTF	9E50		LC200004644		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201690461	06/17/2020	EX		9E31				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201750794	06/23/2020	EX	CMP	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201750566	06/23/2020	EX		9S8				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201750397	06/23/2020	ASSO	AOA	9E3				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201750654	06/23/2020	DP	CMP	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201760827	06/24/2020	EX		9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201800402	06/28/2020	ACRU	NAT	9A28				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201820487	06/30/2020	ASSI	NAT	9E50				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201830384	07/01/2020	ANIM	GOA	9X106				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201830416	07/01/2020	FOLL	NAT	9X106				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201840779	07/02/2020	DP	CMP	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201850501	07/03/2020	EX	CMP	9E66				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201940161	07/12/2020	EX	CMP	9N18				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201940250	07/12/2020	PTOW	RTF	DPR		LC200005635		8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201940498	07/12/2020	DP		9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P201940065	07/12/2020	EX	CMP	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P202010539	07/19/2020	EX	CMP	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P202020495	07/20/2020	MVAN	NAT	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P202020711	07/20/2020	DP	CMP	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P202030739	07/21/2020	EX	CMP	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)
LC	P	P202030758	07/21/2020	EX	CMP	9E5				8211 6TH ST, WEL (LOAF N JUG, WEL)



Larimer County Sheriff's Office

Call History for CAD Call # P192900601

Call # **P192900601** Report# Call Type Call Desc Pri Unit
REDD REDDI REPORT 9E61

Location\Area\RDist

8211 6TH ST, WEL (LOAF N JUG, WEL) \ A1WE \ WERD1

Created:	10/17/2019 19:59:11
Dispatched:	10/17/2019 20:01:00
Enroute:	10/17/2019 20:01:00
OnScene:	
Closed:	10/17/2019 20:07:58

Time	Segment	Entry Operator	CAD Comments\Notes & Unit Info
19:59:11	CREATE	L09001	>CallType: REDD (REDDI REPORT) >Priority:3 >Response:1PAT >Location:LOAF N JUG, WEL >Jurisdiction:WEL >LocCross:btwn CLEVELAND AV and HARRISON AV >Darea:LC >RD:WERD1 >MapInfo:21O1 B9
20:00:21	LOCPRS	L09001	>Location:LOAF N JUG, WEL
20:00:21	ENTRY	L09001	>CallType: REDD (REDDI REPORT) >Priority:3 >Response:1PAT >Location:LOAF N JUG, WEL >Jurisdiction:WEL >LocCross:btwn CLEVELAND AV and HARRISON AV >Area:A1WE >Darea:LC >RD:WERD1 >MapInfo:21O1 B9 ...Comments:INTOXICATED CUSTOMER IS IN THE PK LOT, ABOUT TO LEAVE LIC/1454654 - OLD SILVERISH FORD TAURUS
20:00:21	ALI	L09001	
20:00:21	ALIGEO	L09001	
20:00:21	VEH	L09001	>Plate:1454654
20:00:21	PREMIS	TIB	...Comments:PPR, FPR, RP
20:00:22	SELECT	L16027	
20:00:23	SGGEST	L16027	...Comments:Standard
20:00:36	INFO	L09001	...Comments:SHORTER MALE WEARING A RED HAT AND COWBOY
20:00:48	INFO	L09001	...Comments:VEHICLE IS ABOUT TO GO NB ON I25
20:01:00	DISPER	L16027	Unit:9E61 >OperatorID(s):L17044 >Operator(s):RITCHIE,BRANDON >CallType: REDD
20:01:00	PRIU	L16027	Unit:9E61
20:01:16	RFT	L96014	Unit:9E61 ...Comments:INQUIRY QV,,,,,,,1454654,,,,,,
20:01:18	BACKER	L11021	Unit:9E31 >OperatorID(s):L11021 >Operator(s):ZEMPEL,DANELLE >CallType: REDD >Location:LOAF N JUG, WEL
20:01:43	INFO	L09001	>RpName:JANELLE >RpPhone:9[REDACTED] ...Comments:RP NO LONGER HAS VISUAL
20:02:14	NOMORE	L09001	
20:02:24	MISC	L16027	Unit:9E61 ...Comments:CHECKING NB
20:02:25	RFT	L96014	Unit:9E61 ...Comments:INQUIRY QV,HEGINBOTTOM,WILLIAM,090271,,,,,,,,,,,,,
20:07:10	MISC	L16027	Unit:9E61 ...Comments:CHECKED TO CR70, VEH IS UTL
20:07:26	MISC	L16027	Unit:9E31 ...Comments:CHECKED TO MM271- UTL
20:07:57	CLEAR	L16027	Unit:9E61 >CallType: REDD >Call Dispo:UTL

Time	Segment	Entry Operator	CAD Comments\Notes & Unit Info	PUBLIC RELEASE
20:07:58	CLEAR	L16027	Unit:9E31 >CallType: REDD	
20:07:58	CLEAR	L16027		
20:07:58	CLOSE	L16027		



Larimer County Sheriff's Office

Call History for CAD Call # P201750397

Call # **P201750397** Report# Call Type ASSO Call Desc ASST OTHR AGENC Pri Unit 9E3

Location\Area\RDist
8211 6TH ST, WEL (LOAF N JUG, WEL) \ A1WE \ WERD1

Created:	6/23/2020 14:21:10
Dispatched:	6/23/2020 14:22:28
Enroute:	6/23/2020 14:22:28
OnScene:	6/23/2020 14:24:17
Closed:	6/23/2020 14:39:00

Time	Segment	Entry Operator	CAD Comments\Notes & Unit Info
14:21:10	CREATE	L17035	>CallType: ASSO (ASST OTHR AGENCY) >RpName:CSP >Priority:3 >Response:1PAT >Location:LOAF N JUG, WEL >Jurisdiction:WEL >LocCross:btwn CLEVELAND AV and HARRISON AV >Darea:LC >RD:WERD1 >MapInfo:2101 B9
14:21:42	LOCPRS	L17035	>Location:LOAF N JUG, WEL
14:21:42	ENTRY	L17035	>CallType: ASSO (ASST OTHR AGENCY) >RpName:CSP >Priority:3 >Response:1PAT >Location:LOAF N JUG, WEL >Jurisdiction:WEL >LocCross:btwn CLEVELAND AV and HARRISON AV >Area:A1WE >Darea:LC >RD:WERD1 >MapInfo:2101 B9 ...Comments:TROOPER OS WITH A REDDI; REQ DEPUTY ROUTINE SUBJ IS GETTINGH ITEMS OUT OF THEIR TRUNK
14:21:42	PREMIS	TIB	...Comments:PPR, RP
14:21:51	SELECT	L19018	
14:21:51	SGGEST	L19018	...Comments:Standard
14:22:28	DISPER	L19018	Unit:9E3 >OperatorID(s):L13015 >Operator(s):RUTLEDGE,CODY >CallType: ASSO
14:22:28	PRIU	L19018	Unit:9E3
14:22:58	NOMORE	L17035	
14:24:17	ONSCN	L19018	Unit:9E3
14:24:42	BACKOS	L19018	Unit:9S8 >OperatorID(s):L88009 >Operator(s):RAIRDON,MICHAEL >CallType: ASSO >Location:LOAF N JUG, WEL
14:24:45	CONTCT	L19018	Unit:9E3
14:24:45	CONTCT	L19018	Unit:9S8
14:30:21	CONTCT	L19018	Unit:9E3
14:30:21	CONTCT	L19018	Unit:9S8
14:32:33	MISC	L19018	Unit:9E3 ...Comments:CSP ON ROADSIDES
14:32:35	CONTCT	L19018	Unit:9E3
14:32:35	CONTCT	L19018	Unit:9S8
14:37:54	CONTCT	L19018	Unit:9E3
14:37:54	CONTCT	L19018	Unit:9S8
14:39:00	CLEAR	L19018	Unit:9E3 >CallType: ASSO >Call Dispo:AOA
14:39:00	CLEAR	L19018	Unit:9S8 >CallType: ASSO >Call Dispo:AOA

<u>Time</u>	<u>Segment</u>	<u>Entry Operator</u>	<u>CAD Comments\Notes & Unit Info</u>
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14:39:00	CLEAR	L19018	
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14:39:00	CLOSE	L19018	
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Larimer County Sheriff's Office

Call History for CAD Call # P200130618

Call # Report# Call Type Call Desc Pri Unit
P200130618 REDD REDDI REPORT 9E2

Location\Area\RDist
 8211 6TH ST, WEL (LOAF N JUG, WEL) \ A1WE \ WERD1

Created:	1/13/2020 20:49:54
Dispatched:	1/13/2020 20:52:26
Enroute:	1/13/2020 20:52:26
OnScene:	
Closed:	1/13/2020 20:59:23

Time	Segment	Entry Operator	CAD Comments\Notes & Unit Info
20:49:54	CREATE	L19075	>CallType: REDD (REDDI REPORT) >RpName:CSP >Priority:3 >Response:1PAT >Location:LOAF N JUG, WEL >Jurisdiction:WEL >LocCross:btwn CLEVELAND AV and HARRISON AV >Darea:LC >RD:WERD1 >MapInfo:2101 B9
20:51:31	LOCPRS	L19075	>Location:LOAF N JUG, WEL
20:51:31	ENTRY	L19075	>CallType: REDD (REDDI REPORT) >RpName:CSP >Priority:3 >Response:1PAT >Location:LOAF N JUG, WEL >Jurisdiction:WEL >LocCross:btwn CLEVELAND AV and HARRISON AV >Area:A1WE >Darea:LC >RD:WERD1 >MapInfo:2101 B9 ...Comments:WHITE KIA SEDAN LIC/TF0315. VEHICLE IS WEAVING, HAS ERRATIC SPEEDS AND BREAKING WHILE ON HWY. ALMOST GOT INTO A CRASH RP NO LONGER HAS VISUSAL. WILLING TO SIGN CASSANDRA [REDACTED]
20:51:31	PREMIS	TIB	...Comments:PPR, RP
20:51:33	NOMORE	L19075	
20:51:36	SELECT	L07005	
20:51:36	SGGEST	L07005	...Comments:Standard
20:52:18	HOLD	L07005	
20:52:26	DISPER	L07005	Unit:9E2 >OperatorID(s):L17006 >Operator(s):TAYLOR,JOSHUA >CallType: REDD
20:52:26	DISPER	L07005	Unit:9E27 >OperatorID(s):L18051 >Operator(s):PREECE,GEOFFREY >CallType: REDD
20:52:26	PRIU	L07005	Unit:9E2
20:53:03	MISC	L19075	>Plate:TF0315 ...Comments:PLT
20:54:27	LOCPRS	L07005	Unit:9E2 >Location:MOBILE
20:54:27	CHGLOC	L07005	Unit:9E2 >Location:MOBILE ...Comments:VEH NOT OS
20:59:17	CLEAR	L18051	Unit:9E27 >CallType: REDD
20:59:23	CLEAR	L07005	Unit:9E2 >CallType: REDD >Call Dispo:UTL
20:59:23	CLEAR	L07005	
20:59:23	CLOSE	L07005	

Memo

March & Olive, LLC

TO: The Wellington Town Board

FROM: J. Brad March, March & Olive, LLC, Wellington Town Attorneys

RE: INITIATED ORDINANCES/ TIMELINES AND PROTEST

DATE: August 6, 2020

As the board is aware the clerk received an initiative petition to place on the elective ballot the question of whether retail and medical marijuana stores should be allowed to do business in Wellington. A second initiated ordinance, also submitted, would allow the town to tax proceeds from retail marijuana sales.

The initiative process is grounded in Article V, § 1(9) of the Colorado constitution and the process is further defined by the Municipal Election code at Article 11, Title 31 of Colorado Statutes. At this juncture the two initiative petitions have been submitted to the clerk and approved as complying with legal requirements. The petitions have been circulated and have been turned back into the clerk by the proponents for her determination of whether sufficient signatures were gathered to allow the petitions to proceed. The statute provides that petitions must be signed by at least 5% of the registered town electors. Having received the petitions back from the proponent, the clerk has 30 days to inspect the signatures and determine that the signatures meet the requirements to establish the sufficiency of the petition. The clerk's primary role at this point is to compare information on signature lines against a list of the town's registered electors.

If the clerk, within the 30 days determines the petitions to be sufficient, within 20 days after the determination of the sufficiency, the proposed ordinances may be adopted without change by the town board. If the town board accepts a proposed ordinance, then the ordinance becomes law as if it had been adopted by the board. If the town board elects not to adopt the ordinance the matter is set for election and the ordinance may be adopted by the voters.

For various legal reasons, if the board is not inclined to adopt the initiated ordinances as proposed, the matters need to be submitted to town voters on November 3rd.

NATURE OF ORDINANCES

The first proposed initiative ordinance would allow the operation of retail and medical marijuana stores. Regulation of medical marijuana stores under Colorado law is governed by C.R.S. § 44-10-501. Retail marijuana stores are regulated under Colorado law by C.R.S § 44-10-601. Medicinal marijuana is allowed by Article XVIII §14 of the Colorado constitution. Retail Marijuana Stores are allowed by Article XVIII § 16 (1)(n) of the Colorado constitution.

By specific provisions of Colorado law, § 29-2-115 (4)(a), the municipality is authorized to collect municipal sales tax on retail marijuana sales only if special sales taxes are approved by the electorate. To charge a sales tax, a tax approval election must be held on the date of the general election, November 3rd. If the sales tax measure is not approved, sales taxes otherwise collectable by the town may be collected by the county.

ELECTIONEERING

Town members need to be cautious relative to the manner in which they act in support of or opposition to the initiative ordinances. The board has the ability to either adopt the purposed initiated measures or to send the measures to the electors. The board does not have the ability to modify the ordinance, although there may be an ability for an alternate initiative measures to be submitted in some circumstances. Generally, the board's role is to determine whether the town should adopt initiated matter, or the matter should be sent to the electorate. This is a legislative matter and as such the board can certainly talk to members of the public to determine public opinion but should be cautious based upon board decorum relative to how outspoken board members wish to be involving their support or lack of support for medical and retail marijuana sales. It is important when an initiated matter is submitted that the town presents the appearance of allowing the initiative process to proceed as allowed by state law and raising the political bar can damage the public perception of the process.

The initiated ordinances as presented include regulatory and other administrative requirements that may prove problematic as the ordinances proceed thorough the initiated ordinance process. It would be anticipated that by the time of the board's action to determine whether the ordinances should be adopted by the town board or sent to the public, our office will provide an overview of any concerns relative to the processes laid out in the ordinances.

TIMELINES AND PROTEST

The initiative process is driven by multiple timelines stemming from various dates associated with the initiative process. Calendared dates in some cases for example begin from the date signed petitions are submitted to the clerk while other dates may tie to when the petitions are found to be sufficient. Still others may be specific, dates such as actions to be taken on the date of the future election. These timelines require the clerk to coordinate a number of factors in order to ensure that deadlines are met. At this juncture some of these dates can not yet be determined because further action needs to be taken to set the starting point from which the completion date is arrived at.

Time lines are particularly tight in that any registered elector has the right to protest various statutory compliance issues. This protest may be raised 40 days after the petition is filed. The timeline for a protest would expire after the time by which the form of the ballot for the November 3rd coordinated county election has to be finalized under state law. The timing of the expiration of the protest period complicates election issues if the board chooses to send the ordinances to the voters.

SPECIAL VERSES GENERAL ELECTION

The clerk has advised the cost for matters placed on the general election ballot could be substantial. Consideration is being given to the town conducting a mail-in election rather than placing matters on the general ballot election calendar. This is in part based upon the potential of a protest. The state statute allows any municipal elector to file a protest within 40 days after the petition has been filed. The petition will be treated as having been filed July 30th which would allow protest filing thru September 8th. This September 8th date is beyond the cutoff for submission of matters to the county clerk for the coordinated state general election ballot, after the deadline for the county ballot cutoff date. Town staff feels that a town wide mail in ballot election, held on November 3rd, with ballots sent separate from the county ballots that will be sent out for the general election would be less expensive and could presumably present fewer risks in the event of a protest then including the ordinance questions on the coordinated county election ballot. Staff is in the process of evaluating questions related to the election process and will keep the board advised as issues are explored.