



BOARD OF TRUSTEES
September 22, 2020
6:30 PM

Regular Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/94370171392>

Webinar ID: 943 7017 1392

Or iPhone one-tap :

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Or Telephone:

US: +1 312 626 6799 or +1 346 248 7799 or +1 646 558 8656

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 -

C. ACTION ITEMS

1. Resolution No. 34-2020 Utility Rate Change
 - Staff presentation Tyler Sexton, Assistant Finance Director
2. Preliminary Plat for Sage Meadows 2nd Subdivision
 - Staff presentation: Cody Bird, Planning Director
3. Main Streets Program Memorandum of Understanding and 2021 Budget Update
 - Presentation: Kallie Cooper, Executive Director of Wellington Main Streets Program
4. Annexation Agreement and Development Agreement for Poudre School District Subdivision
 - Staff presentation: Cody Bird, Planning Director

5. Proposed Ordinance - An Ordinance Concerning the Regulation of Retail and Medical Marijuana Stores in the Town of Wellington
 - Staff presentation: Brad March, Town Attorney
6. Proposed Ordinance - An Ordinance Concerning Retail Marijuana Sales Tax in the Town of Wellington, Colorado
 - Staff presentation: Brad March, Town Attorney
7. Resolution No. 30-2020 - A Resolution Calling a Special Election in the Town of Wellington, Colorado
 - Staff presentation: Brad March, Town Attorney
8. Resolution No. 36-2020 - A Resolution Referring a Ballot Question
 - Staff presentation: Brad March, Town Attorney
9. Resolution No. 31-2020 - A Resolution Authorizing the Town Clerk to Appoint Election Judges for the Special Election
 - Staff presentation: Brad March, Town Attorney
10. Resolution No. 35-2020 - A Resolution Appointing the Town Treasurer
 - Staff presentation: Brad March, Town Attorney

D. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Treasurer Report
 - Staff presentation: Tyler Sexton, Assistant Finance Director
4. Board

E. 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: September 22, 2020

Submitted By:

Resolution No. 34-2020 Utility Rate Change

Subject:

- **Staff presentation Tyler Sexton, Assistant Finance Director**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

The Town of Wellington contracted with Woodard and Curran to evaluate water, wastewater, and storm water rates. The goal was to develop realistic projections of the full costs associated with operating the utility. Multiple years of utility bills were reviewed to establish a trend in usage. Calculate monthly fixed and volumetric charges necessary to provide for the utility's long-term financial sustainability. The Town was successful in that we accomplished all three goals and narrowed down the 3 main factors for the necessary rate increase:

1. Utility rates have remained the same since 2016
2. We have seen an increase in water cost
3. New capital and water treatment loans

These rates are reflective of that study. Implementation of rate increases for the water will be time consuming and difficult to manage through the transition. Finance staff believes that it would be more efficient to work through the application once rather than repeating the process and then beginning the process all over again three months later. It will also be more cost effective to develop and mail a brochure to assist with explaining why the increase is necessary and spending time with citizens to better understand the information one time. The utility billing clerk position is new as well and the training and on boarding of the new hire will be less disruptive if we are allowed to do a one-time roll out of the rates. The survey data shows only a 1% difference in the preferred option by residences.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 34-2020, scenario 3.

ATTACHMENTS

1. water sharge resolution Scenario 3 (1)
2. water sharge resolution Scenario 2 (1) (1)

Scenario 3

RESOLUTION NO. 34--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, a primary source of the Town’ Water supply originates from a 1983 Agreement (the NPIC Agreement”) entered into between the Town and North Poudre Irrigation Company (“NPIC”); and,

WHEREAS, the cost of water paid by the Town as provided for by NPIC Agreement is in part keyed to the cost of the capital stock of NPIC; and

WHEREAS, the cost of NPIC stock has risen dramatically since the 1983 Agreement was made and has further risen dramatically in the last several years; and

WHEREAS, the Town commissioned a water cost study in 2019; and

WHEREAS, reserves in the Towns Water Utility Fund has been depleted by funding substantial shortfalls in water costs over the last 6 years; 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 faces possible and defaults if depletions of Water Fund reserves are not immediately addressed; and

WHEREAS, to address depletions in the water fund, the Town Treasurer has reported to the Town Board addressing necessary increases in water costs and to promote water savings has recommended a base water billing rate to be charged for each tap with further tiered water charges based on water use; and

WHEREAS, the Board recognizes that the Town’s Water Utility fund after the increases in water rates as set forth in this resolution, will, based on current costs, not additional generate positive balances and that additional water rate increases will be necessary to address continued completion depletion of reserves.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Trustees of the Town of Wellington, Colorado, that water users shall be charged beginning October 1, 2020, based on a monthly base charge to be assessed against each Town water tap and a charge for metered water consumption at each tap, based on the following schedule:

Section 1. Water charges:

Base rate 60.00 to be charged monthly to each tap/tap holder.

Tier 1 \$4.56 per gallon, for the first 15,000 gallons used in a monthly billing period;

Tier 2 : \$5.70 per gallon for gallon usage above 15,000 gallons but below 30,000 gallons used in a monthly billing period;

Tier 3: \$7.72 per gallon for gallon usage above 30,000 gallons used in a monthly billing period;

Section 2. Annual review of water rates. The Board shall review water rate charges and costs on at least an annual basis, no later than September 1 of each year to ascertain whether further rate adjustments may be necessary. If water costs diminish, including by modifications to the NPIC Agreement, or cost savings are otherwise realized the Board shall, at the time of the annual review evaluate whether water rates can be reduced.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
THIS 22nd DAY OF SEPTEMBER, 2020.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Scenario 2

RESOLUTION NO. 34--2020

A RESOLUTION ESTABLISHING WATER CHARGES FOR WELLINGOTN WATER ENTERPRISE WATER UTILITY USE

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

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WHEREAS, the cost of water paid by the Town as provided for by NPIC Agreement is in part keyed to the cost of the capital stock of NPIC; and

WHEREAS, the cost of NPIC stock has risen dramatically since the 1983 Agreement was made and has further risen dramatically in the last several years; and

WHEREAS, the Town commissioned a water cost study in 2019; and

WHEREAS, reserves in the Towns Water Utility Fund has been depleted by funding substantial shortfalls in water costs over the last 6 years; 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 faces possible and defaults if depletions of Water Fund reserves are not immediately addressed; and

WHEREAS, to address depletions in the water fund, the Town Treasurer has reported to the Town Board addressing necessary increases in water costs and to promote water savings has recommended a base water billing rate to be charged for each tap with further tiered water charges based on water use.

WHEREAS, the Board recognizes that the Town’s Water Utility fund after the increases in water rates as set forth in this resolution, will, based on current costs, not additional generate positive balances and that additional water rate increases will be necessary to address continued completion depletion of reserves.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Trustees of the Town of Wellington, Colorado, that water users shall be charged beginning October 1, 2020, based on a monthly

base charge to be assessed against each Town water tap and a charge for metered water consumption at each tap, based on the following schedule:

Section 1. Water charges:

Base rate 35.00 to be charged monthly to each tap/tap holder.

Tier 1 \$4.56 per gallon, for the first 15,000 gallons used in a monthly billing period;

Tier 2 : \$5.70 per gallon for gallon usage above 15,000 gallons but below 30,000 gallons used in a monthly billing period;

Tier 3: \$7.72 per gallon for gallon usage above 30,000 gallons used in a monthly billing period;

Section 2. Annual review of water rates. The Board shall review water rate charges and costs on at least an annual basis, no later than September 1 of each year to ascertain whether further rate adjustments may be necessary. If water costs diminish, including by modifications to the NPIC Agreement, or cost savings are otherwise realized the Board shall, at the time of the annual review evaluate whether water rates can be reduced.

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THIS 22nd DAY OF SEPTEMBER, 2020.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: September 22, 2020
Submitted By: Cody Bird, Planning Director
Preliminary Plat for Sage Meadows 2nd Subdivision
Subject:

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

EXECUTIVE SUMMARY

The applicant has submitted a request to plat approximately 36 acres of land for single-family detached residential, single-family attached residential and 2 larger lots along Highway 1 for potential commercial or public/civic use. A rezone request to a Planned Unit Development overlay is also proposed and will be applied for concurrently with the final plat for the subdivision. The PUD is proposed to accommodate the mix of detached and attached residential units, as well as commercial and public/civic development opportunities.

The preliminary plat was advertised for public hearings before the Planning Commission and Board of Trustees. The Planning Commission held the scheduled public hearing on September 14, 2020. No public testimony was presented. Following the close of the public hearing, the Planning Commission voted to approve the preliminary plat and forward the recommendation of approval to the Board of Trustees.

The Board of Trustees will need to consider any additional testimony presented at the public hearing.

BACKGROUND / DISCUSSION

General Location: East side of Highway 1, 1/2 mile south of Jefferson Ave.

Applicant: SH Holdings Hwy 1, LLC, Daren Roberson

Agent: Pinecrest Planning & Design, Tom Dugan

Background:

- The property was annexed into the Town in 2016 and was concurrently zoned R-2 Residential Single-family, Medium Density. The master plan presented for the property at the time of annexation demonstrated the property would be a continuation of the Sage Meadows Subdivision, extending streets and infrastructure consistent with Sage Meadows. All lots within the master plan were intended for single-family detached residential.
- At Town staff's urging, the applicant has provided 2 commercial/public/civic parcels along Highway 1. These parcels are important to the development of the Highway 1 corridor because this corridor has been identified as an arterial corridor likely to be developed for commercial purposes. Providing the 2 larger tracts on this plat provides a transition from the scale of existing single-family homes to the higher intensity commercial development anticipated to the north.
- To further transition from the larger commercial/public/civic properties to the single-family detached residential properties, staff urged the applicant to consider providing single-family attached units (4-plexes). Narrower lots are proposed to accommodate attached residential units. Attached dwelling properties transition on the rear or side property line from the adjacent commercial or detached dwellings to limit the visual impacts of the different housing types.

Staff Comments:

1. Comprehensive Plan: The Comprehensive Plan includes 5 key components. The key components are listed below, along with a brief description of how the proposed plat and development addresses each component.
 - Managing Growth: The property is within Wellington town boundaries and town services are available or will be extended. The Developer is responsible for the cost of providing or extending utilities to serve the site, thereby minimizing cost to the Town.
 - Land Use: The proposed plat will facilitate commercial growth along Highway 1, a major roadway corridor. The existing zoning is R-2 Single-family Residential, medium density. A PUD overlay zoning is also proposed. The PUD and plat layout will support an overall density consistent with the R-2 zoning and will accommodate transitions to a higher intensity commercial scale development anticipated within this corridor and scaling down to the existing single-family development to the south. A variety of housing types, and prices will also be available.
 - Infrastructure: Adequate public infrastructure is available at this site or will be extended for the development. Some improvements may be over-sized to provide capacity for future developments and the Town and Developer may enter into cost-sharing arrangements to facilitate the over-sizing costs.
 - Community Character and Services: The site will include construction of public sidewalks connecting the development to adjacent developments and recreational opportunities. The development will also provide the required public open space dedication in the form of open space.
2. Plat Name: The title on the plat is “Sage Meadows Second Subdivision” and is acceptable.
3. Legal Description: The legal description is appropriately shown on the plat.
4. Lots: There are a total of 105 lots proposed (36 attached single-family, 67 detached single-family and 2 commercial/public tracts). Average lot size of the single-family detached lots is above 7,500 sq. ft. as required. The attached single-family lots are proposed to be smaller than the 6,500 sq. ft. typical lot size and will be recommended as part of the proposed PUD considerations. Lot numbering is appropriate.
5. Blocks: Eight blocks are proposed and are labeled appropriately on the plat.
6. Streets: The property proposed to be platted is adjacent to Highway 1, a two-lane state highway with open ditches. There are also internal streets appropriately connecting to existing streets in Sage Meadows Subdivision.
 - Internal streets are local residential streets and the required 60 ft. right-of-way width and 14 ft. utility easements are provided to meet Town Standards.
 - The 14 ft. utility easements should be continued through the open space tracts.
 - The Traffic Impact Study (TIS) recommends traffic signalization at G.W. Bush Ave. and Highway 1 as well as geometry improvements at intersections. The recommendations of the TIS are being evaluated by Town Engineering and final improvements will be determined with the public improvement plans and in the required Development Agreement.
7. Access:
 - Lots within the development will not be permitted to have individual access onto Highway 1. A shared public connection to Highway 1 is anticipated along the north line of Tract F. This is anticipated to serve both the 2 larger commercial/public lots within this subdivision, as well as future access to the property to the north for commercial access. The final design of the roadway is not yet known, however an access easement is provided on the plat to facilitate access to Tract F and Tract E. The access easement also extends east to allow a future connection to Gateway Crossing Street if determined necessary in the future.

- It is not desirable at this time to connect Gateway Crossing Street to the future subdivision to the north because it would not be appropriate to encourage the anticipated commercial traffic to circulate through the residential neighborhood. The aforementioned access easement would allow vehicle access in the future if needed, and in the short term, would also allow sidewalk and trail connections for bike and pedestrian movements.
 - CDOT access permit required.
8. Easements: Proposed access and utility easements are identified on the preliminary plat.
- Tracts with sidewalks and/or trails shall provide public access easements for use of the recreation trails.
 - A minimum 10 ft. landscape easement shall be provided along the east line of Tracts E and F and along the south side of Tract E for the purpose of ensuring landscape buffering between the commercial/public lots and the adjacent residential uses.
9. Parks and Open Space: The zoning code requires developments to provide functional public open space. Single-family residential developments are required to dedicate 20% of the gross land area for public open space. The proposed plat provides approximately 25% of the land area for open space and consists of stormwater detention and conveyance as well as buffer space and recreational trail connections to satisfy the requirement.
- Residential developments are also required to provide parks to support the residents of the development. The proposed plat is within close proximity of the existing Viewpointe Park. Town staff recommended providing pedestrian connections to the existing park rather than dedicating another public park within the subdivision. Rather, the cash-in-lieu of land dedication is desirable for this development and can be determined in the required development agreement.
 - Residential developments are required to provide a pocket park for each 200 dwellings. It is staff's understanding that the existing clubhouse, swimming pool and playground in Sage Meadows Subdivision will also be accessible to this development. Additional consideration could be given to providing HOA amenities within Tract B to meet the pocket park requirement.
 - Internal trail connectivity is also a requirement. An internal trail system is provided to connect to existing trails and amenities in adjoining subdivisions. Additional sidewalks/trails along Highway 1 should be considered for access along the arterial corridor. Consideration should also be given to how trails intersect with roadways - Ramps should be provided to crosswalks where trails intersect with a roadway to facilitate safe crossings. Tracts owned and maintained by the HOA shall also provide a public access easement for use of the trails and providing future opportunities for the Town to connect to trails within the privately owned/maintained Tracts.
10. Preliminary Landscape and Open Space Plan: The applicant has provided a preliminary landscape plan identifying proposed trees and shrubs along streets and within open space Tracts.
- Preliminary landscaping plan is generally acceptable. The landscape and buffering along Highway 1 is appropriate for the volume of traffic on this road segment.
 - Permanent irrigation is required to be installed in landscaped areas. The development is proposed to be connected to the existing non-potable irrigation system already in place in Sage Meadows Subdivision. Non-potable irrigation will also be provided for outdoor irrigation of residential lots. Design plans for the irrigation system is required to be submitted to the Town for review. The design plans should also provide non-potable irrigation connections to Tracts E and F.
 - In addition to the non-potable irrigation system, the landscape plants and grasses should be native species and drought-tolerant and practice xeriscaping principles.

11. Drainage: A drainage report for the subdivision was provided as required. Town Engineering staff is evaluating the drainage report and will note any required changes. Engineering review comments will be provided under separate cover and may be addressed at the time of final plat as well.
12. Public Improvements: All public improvements are to be designed and constructed to Wellington Standard Design Criteria and Standard Construction Requirements. Design plans shall be reviewed and approved by the Engineering Division prior to construction. Engineering review comments will be provided under separate cover and may be addressed at the time of final plat as well
13. Sidewalks: Sidewalks within the development are proposed as attached to the curb & gutter in accordance with Town Standards. Town staff initially requested sidewalks be detached with a landscape buffer, but are recommending the attached sidewalks to be consistent with the existing subdivision design.
 - Notes in the narrative suggest that sidewalks/paths may be 3 ft. to 10 ft. in width. Attached sidewalks shall comply with Town standards and detached sidewalks shall be a minimum width of 5 ft. unless a variance is approved.
14. Sanitary Sewers: Sanitary sewers will be extended and connected to the existing public lines in Sage Meadows Subdivision. Public improvement plans for sanitary sewer are being reviewed by the Town Engineering Division. Engineering review comments will be provided under separate cover and may be addressed at the time of final plat as well. Considerations for over-sizing portions of the sanitary sewer line to accommodate future development to the north will be considered and may be addressed in the engineering design plans and the required development agreement.
15. Water and Fire Protection:
 - Public Improvement plans for water lines are being reviewed by Town Engineering Division. Engineering review comments will be provided under separate cover and may be addressed at the time of final plat as well.
 - Wellington Fire District staff did not submit any objections to the preliminary plat. Additional review at final plat may be needed. Final locations of fire hydrants shall be determined by Wellington Fire District and Town Engineering.
16. Development Agreement: The applicant is required to enter into a development agreement with the Town. A draft development agreement shall be submitted with the final plat application.
17. Miscellaneous:
 - The land use table identifies Tracts E and F as owned by the HOA. This is probably desirable to have these Tracts owned by the property owner.
 - If the Planning Commission and Board of Trustees approve the preliminary plat for the subdivision, the plat will be sent to the Parks Advisory Board for evaluation of the park, open space and sidewalk/trail considerations.

STAFF RECOMMENDATION

Move to approve the preliminary plat of Sage Meadows Second Subdivision subject to staff comments and authorize the applicant to proceed with submission of a final plat.

ATTACHMENTS

1. Project Narrative
2. Preliminary Plat
3. Color Rendering
4. Preliminary Landscape Plan

**Town of Wellington,
County of Larimer, Colorado**

General Development Information

Sage Meadows Second Subdivision Rezoning and Preliminary Plat

August 5, 2020

Sage Meadows Second Subdivision (Patterson Annexation) Rezoning and Preliminary Plat

It is the intent of the applicant/developer, SH Holdings Hwy 1, LLC to subdivide the property to be known as the Sage Meadows **Second Subdivision** into 103 single family detached and attached lots as well as open space and two outlots for possible use as a future Wellington Fire Protection District facility under the Town of Wellington's Planned Unit Development Overlay District.

The Patterson Property was annexed into and zoned in the Town of Wellington in 2016 and zoned R-2 at the time of annexation; known as the Patterson Annexation. Since that time the Sage Meadows Subdivision to the south and east has been developed and is nearing build out and this neighborhood will be a continuation of the existing Sage Meadows neighborhood. Since the annexation was approved, the Town of Wellington has continued to grow at a moderate pace and the current land owner has been approached by the Wellington Fire Protection District to possibly purchase a portion of the property for a future fire station and possible training facility. In order to provide a buffer between the Fire District facilities and the single family detached homes, it is proposed to construct several single family attached units (four-plex units). Due to the current request by the District, current market conditions and the fact that the Town's current R-2 zoning district does not allow public facilities that include offices or single family attached residential units the applicant is requesting a rezoning of the property to the Planned Unit Overlay District per the Town's zoning code.

Property Owners/Applicant/Consultants

Property Owner/Applicant

SH Holdings Hwy 1, LLC
c/o Mr. Daren Roberson
395 Delozier Drive, Suite 110
Fort Collins, CO 80524
(970) 224-3103

Planning Consultant

PineCrest Planning and Design LLC
Mr. Tom Dugan
4225 Westshore Way
Fort Collins, Colorado 80525
(970) 226-1655 Fax: (970) 226-1635
tom@pinecrestllc.net

Surveyor

Northern Engineering Services, Inc.
Mr. Bob Tessely
301 N. Howes Street, Suite 100
Fort Collins, CO 8052
(970) 461-2661

Civil Engineer

Northern Engineering Services, Inc.
Mr. Shane Ritchie
301 N. Howes Street, Suite 100
Fort Collins, CO 80521
(970) 488-1107
shane@northernengineering.com

Landscape Architect

Centennial Design LLC
Mr. John Gettman
601 S. 9th Street
Berthoud, CO 80513
(970) 567-1912

Legal Description

Please see the Legal Description, attached as Exhibit “A”.

Existing and Proposed Infrastructure

The majority of the Town's current infrastructures (i.e. water and sewer lines) are located within the existing Town limits in the Sage Meadows neighborhood to the south and east.

It is proposed that the developer would extend all required utilities per the Town Code to the property as required including nonpotable water to be used for irrigation the of individual homes landscaping as well as the irrigation of the open space. All roads and streets within the property would again be extended and constructed per the Town's Subdivision Regulations.

Current and Proposed Zoning

The current zoning is R-2 Residential Single-family Medium Density Zoning District and the proposed zoning is Planned Unit Development Overlay District with the underlying zoning being R-2.

Existing Conditions and Proposed Development

The property currently has two single family homes and a large metal building being used as a storage facility by Owners home building entity. The site slopes to the east and south with the lowest point along the south east portion of the property. The Sage Meadows Subdivision is directly adjacent to the east and south property boundaries of the property.

The proposed Land Uses include single family detached and attached residential homes of various sizes. 67 single family detached and 36 single family attached homes for total of 103 single-family units are proposed on approximately 16.5 acres. Also proposed is approximately 9 acres of land to be used for open space and two outlots for future development of possible public facilities.

Planned Unit Development Overlay District - Land Use Standards

Single Family – R-2 Residential Zoning

A. Statement of Intent

This land use area is intended to provide for the development of single-family detached and single-family attached dwelling units with a full complement of accessory uses including public governmental office and facilities.

B. Uses Permitted

1. Single family detached (SFD) and single family attached dwelling (SFA) units (up to four attached units per building on individual lots)
2. Attached with paved parking areas
3. Accessory structures
4. Parks and open space, recreation areas and facilities, public or private
5. Service buildings and facilities normally incidental to the use of a park or recreation area including playgrounds
6. Child care centers

7. Public and private schools
 8. Governmental offices, libraries, police, fire and postal facilities including training facilities, repair and storage facilities
 9. Churches and places of worship
 10. Storage and maintenance buildings excluding public storage units or facilities
 11. Entry Features, signs and/or security gates
 12. Home occupations subject to the provisions of Section 16-12-10 of the Town Code
- C. Development Standards
1. Minimum Lot Size: 6,500 sf (SFD); 4,000 sf (SFA)
 2. Minimum Front Setback (SFD & SFA): 20 ft. principal building; 25 ft. attached garage
 3. Minimum Side Setback: 7 ft.; 15 ft. from corner ROW
 4. Minimum Rear Setback: 20 feet
 5. Maximum Building Height: 35 feet
 6. Max. Dwelling Units per Structure (SFA) Four

Auxiliary Use Standards

1. Signs

A. Temporary

Two temporary signs for each use area shall be permitted during sales and construction of the project. These signs, erected at the access points, shall be a minimum of 20 square feet per face and shall not exceed 40 square feet per face area, double faced, and shall not exceed 15' feet in height. The signs may not be closer than five (5) feet to any public right-of-way and may not encroach within the visual sight clearance triangle. If signs are to be lighted, said lighting shall be by means of directional spotlights. Individual signs not exceeding 2 square feet of face per side and not exceeding four feet in height may be erected identifying model homes. These signs may be illuminated by direct spotlights.

B. Permanent

Permanent signs shall be for the purpose of identifying the various land uses, and for directional purposes. They shall be of monument type integrated into the landscaping of entryways to each use area. The color, style, design and materials shall conform to the general architectural character of the land use they identify. All sign designs and locations shall be carefully coordinated with the layout of the specific site plan.

2. Fences

- A. Fencing within the project shall consist of wood panels and pickets, split rail, vinyl, wrought iron and/or masonry (brick, rock, stucco, etc.)
- B. No fence shall exceed 6 feet in height.
- C. No fence shall obstruct visual sight distance triangles at street intersections.
- D. Permits for all fencing shall be obtained prior to installation.
- E. Fences within the front yard area shall not exceed 42" in height.
- F. Excessive fencing shall be avoided through the use of alternating fencing, varying fence height and style, staggered alignment of fencing, landscaping and buffering techniques. Landscape features shall be incorporated into the streetscape along and within the residential areas.

3. Pedestrian Paths/Trails

Paths and trails shall be provided within open space areas and to link, where feasible, between adjacent residential areas and open space. Such paths shall consist of asphalt, concrete or crushed limestone and range from 3 to 10 feet in width. Such paths shall be maintained by a homeowner's association or the Town of Wellington depending upon location, subject to approval by such entity.

4. Lighting

Lighting within the project shall consist of downcast varieties and shall not cast any offensive glare on adjacent land uses or rights-of-way. Light standards shall not exceed 18 feet in height and shall be coordinated with the Town of Wellington as to location, style and function.

5. Storage

- A. Boats, campers, and trailer vehicles shall only be permitted to be stored within completely enclosed structures or within areas specifically designated for such storage, provided such areas are behind building setback lines.
- B. No outside storage of materials other than those required for the initial construction of the structures shall be permitted except within the areas provided in the temporary use areas described below.
- C. Trash shall be kept in sealed containers within the residential units until the day of collection and within screened areas within the multifamily and commercial use areas.

6. Common Areas

Common areas within the project shall be owned and maintained by either a homeowner's or property owner's association established for such purpose, and/or the Town of Wellington.

7. Utilities

All utilities (water, sanitary sewer and storm sewer) shall be constructed to the Town of Wellington specifications and approved by the Town prior to construction. Utility construction may be phased based upon a phasing plan that shall be submitted at the time of Final Platting.

Landscape Requirements

- 1. The major type of landscape materials shall consist of plant types which are known to survive well in Colorado climate and which are drought tolerant. The number and species of plant materials shall be determined at the time of final platting.
- 2. Coniferous trees shall be a minimum of 5 feet in height, deciduous trees shall be a minimum of 2 inches in caliper, ornamental trees shall be 1 1/4 inches in caliper. Evergreen and deciduous shrubs shall be a minimum of 5 gallon size and ground covers shall be a minimum of the equivalent of 1 gallon in size.
- 3. All sites disturbed for construction, but not yet proposed for development shall be graded and seeded with native seed. All permanent open spaces shall be planted utilizing landscape and landscaping techniques together with massing of materials and reasonable combinations of plant varieties.
- 4. The minimum percentage (as a percentage of the total use area) of open space areas shall conform to the following described land use:
 - A. Residential Areas - The minimum required open space in the residential portions of this PUD shall be 20% of the total of the residential portions of the site including all areas designated as park or open space. This required open space shall be land areas not occupied by buildings, structures, parking areas, driveways, streets or alleys. Said open

space shall be devoted to landscaping, walkways, recreational uses and facilities, and the preservation of natural features.

Miscellaneous Requirements

1. Pollution Control

Areas disturbed during construction shall be treated in such a manner so as to minimize the impacts of erosion and dust pollution. No other polluting activity shall be permitted on a permitted basis.

2. Temporary Uses

Temporary trailers and/or residential units may be used as sales or construction offices during the sales and construction period. Temporary material storage, concrete batch plants and other temporary construction uses may be permitted during the construction period provided such activities are secured and not offensive. Such temporary uses shall terminate 90 days after construction of the final building within the project.

3. Buffering

Where differing land uses abut one another, buffering techniques shall be implemented to diffuse any negative impacts. These buffering techniques and their locations shall be determined at the time of platting.

4. Architectural Standards

All exterior walls of structures shall be designed and finished with architecturally and aesthetically pleasing materials compatible with the natural features of the property. Specific materials shall include materials such as brick, stone, textured concrete, wood siding, hardboard or vinyl siding, stucco, metal, and glass. Colors shall be natural earth tones.

The use of eaves, cantilevers, protrusions and other architectural effects shall be used to break up long expanses of wall areas. Compatible materials and styles shall be used to maintain harmony with adjacent structures within each use area. Rooftops shall be designed to screen mechanical equipment, vents and ducts in a manner that minimizes obstruction of views and provides an architecturally and aesthetically pleasing appearance. Reflective rooftop elements such as solar collectors and skylights, if installed, shall be installed to minimize glare on adjacent properties.

Proposed Land Use Summary

Land Use	Acreage	Max # of Units	Gross Density per acre	Net Density per acre	% of Total Area
Single Family Detached and Attached	16.4 ac.	103	2.9 units/acre	6.3 units/acre	45.9%
Outlots (2)	3.7 ac.	N/A	N/A	N/A	10.4%
Open Space	9.2 ac.				25.6%
Public ROW	6.5 ac.	N/A	N/A	N/A	18.1%
TOTAL	35.81 acres	103	.		100%

Financing of Municipal Service Expansion

The Town of Wellington will require that the Developer bear the cost of any required expansions to the Town's utilities and roads. The developer may enter into a cost sharing (reimbursement) agreement with the Town that allows the Developer to be reimbursed for any improvements that benefit other properties as these properties develop and connect into these improvements.

The Developer will most likely finance any required improvements and expansions through private funds and construction loans secured by the property.

Natural and Man-Made Site Features

The site is approximately 36 acres in size and is located about 1.5 miles west of Interstate 25 on the east side of Highway 1, directly north and west of the existing Sage Meadows Subdivision. The property currently has two single family detached homes and a large storage barn with two access points directly onto Highway 1. Currently the balance of the property is undeveloped and in the past had been used as pasture land for horses. There is also an irrigation ditch along a portion of the north property line that runs to the east in a buried pipe that is used by CSU and the Town of Wellington. The Town is currently responsible for the maintenance of this portion of the ditch.

Public Use Dedication

The proposed development is required to dedicate 20% of the total land area to be platted for parks and/or open space as per the Town's Municipal Code for a total required land dedication of approximately 7.2 acres. The Developer is proposing to dedicate 9.2 acres of land as open space (approximately 25.6%). This open space will be owned and maintained by a Homeowners Association.

Vehicular, Bike, and Pedestrian Circulation

Vehicular access to the site shall be from Gateway Crossing Street on the south and Buffalo Grass Lane to the east. Internal circulation shall be by public roads within the subdivision. All roads shall be dedicated to the Town of Wellington. Bike and pedestrian circulation shall use the trail system and public roads/sidewalks throughout the project.

Development Phasing and Schedule

It is anticipated that the project will be developed as one phase and that construction is expected to begin in the winter of 2020-2021. Projected build out is 2-3 years.

Wellington Comprehensive Master Plan and Municipal Code

The Town of Wellington has adopted a Comprehensive Master Plan and the Wellington Municipal Code of which both describe and require future development within the Town to meet standards that will provide the same level of service to new areas as it is currently providing within the existing town. These documents, we believe, allow the Town to achieve controlled, orderly and efficient growth. To accomplish orderly, controlled growth, Wellington will rely on the Town's Municipal Code and Comprehensive Master Plan to provide the basic guidelines for development and construction of new areas around the Town.

Statement of Conformance with the Wellington Comprehensive Master Plan

The Town of Wellington has recently updated the Town's Comprehensive Plan (2014) and the Community Vision Statement states "The citizens of Wellington choose to deal with the issue of growth proactively in order to maintain the quality of life in the community. Over the past fifteen years, the Town has witnessed a significant amount of residential growth. Wellington residents want to continue to investigate the development of innovative land uses that provide a sound tax base, preserve the quality of life, and balance residential and commercial development. Citizens

want to ensure that new development does not overburden existing infrastructure and services and does not detract from the community's existing character."

In following the Town's Vision Statement and the Town's Principles and Policies outlined in the Comprehensive Plan, the proposed development ensures the logical extension of the Town boundaries in a fiscally sound manner providing predictability in the rate, location and character of the growth within the Town's Growth Management Area while not creating a net negative fiscal burden on the Town.

The applicant believes that the proposed Preliminary Plat meets the intent of the Town's Comprehensive Plans Goals and Policies. By allowing the Preliminary Plat to proceed as proposed, the applicant has met the following goals, principles, and policies as stated in the 2014 Comprehensive Plan.

The 2014 Comprehensive Master Plan has numerous Goals, Principles and Policies in several categories: Managing Growth; Land Use; Business Development; Infrastructure; Community Character and Services; and Recreation and Tourism. The following Goals and Policies relate to the Geier Subdivision development: (Note that some of the Goals, Principles and Policies within each category do not apply to this project.)

MANAGING GROWTH

Principle 1

Ensure that logical extension of the Town boundaries so that Wellington may expand in a directed and fiscally sound manner providing greater predictability in the rate, location, type and character of new growth.

Policies

Growth of the Town will be considered within two distinct boundaries:

- The existing Town limits
- The Growth Management Area

The Town should promote new development and redevelopment existing underdeveloped land within the current Town limits.

The Growth Management Area is the area in which the Town will be able to provide services with existing or planned expansions of the water and wastewater plants.

Principle 2

Ensure that new development does not create a net negative fiscal impact on the Town.

Policies

The Town should base approval of annexation and new development proposals on a cost-benefit analysis. An increased tax base, should not be the sole determinant, but should be a major objective in order to keep Wellington an affordable place to live while still achieving land use objectives.

Assure that developers are completely informed about and pay the costs of public improvements such as streets, water, sewer and drainage made necessary by their developments.

The Town should strive to increase the sales tax base, in appropriate locations as designated on the Future Land Use Map and within the municipal boundaries, in order to finance needed improvements to the Town's infrastructure, public services and amenities.

New residential and commercial development should pay impact fees for the costs to expand the water treatment plant, wastewater treatment plant, parks and trails as necessary to serve their developments.

New residential and commercial developments should pay impact fees to cover the costs associated with the increase of traffic on existing streets due to their developments.

LAND USE

Principle 5

Encourage a wide range of quality housing and a variety of residential units-both in terms of price and type of unit-allowing households with different incomes and needs to live in Wellington.

INFRASTRUCTURE

Principle 9

All new development should pay for required infrastructure improvements and not create a burden on existing residential development.

Principle 10

Establish a long range transportation and traffic circulation plan for existing and proposed roads that meet the needs of all segments of the community and accommodates pedestrians and bicyclists as part of the Town's on-going Capital Improvements Planning.

Policies

This Plan establishes a basic hierarchy of roads as the first step toward developing a long range transportation plan. As development occurs, the Town should require new development to demonstrate how the proposed development will connect to the existing street system and how the proposed development further enforces the historic street grid which is characterized as a system of interconnected local streets.

Continue to implement and maintain a traffic system that encourages the use of arterial streets for cross-town and regional traffic, the use of collector streets to channel traffic from neighborhoods to arterial streets and to minimize the use of local streets for through traffic.

Principle 11

New development should make the necessary contributions to the overall transportation system based on the type of trips generated.

Policies

Developers should be required to dedicate all necessary right-of-way and bear the construction costs of all streets and/or traffic control devices, such as traffic lights, necessitated by the development.

COMMUNITY CHARACTER AND SERVICES

Community Character

Principle 14

Enhance the community's existing small town atmosphere. Desirable attributes to build upon include: being able to walk almost anywhere, a pedestrian scale Cleveland Avenue, an abundance of open space around the edges of the community, and an approachable and friendly Town government.

Policies

Encourage development of new single-family residential housing in close proximity to existing residential neighborhoods.

New development provides pedestrian links to existing neighborhoods, parks, schools and other community amenities as a means of enhancing the overall transportation system within the community.

RECREATION AND TOURISM**Principle 21**

Wellington should improve or expand park facilities and services in relation to population growth, population composition and user demand using the Parks and Trails Master Plan as a guideline.

Policies

New residential development should provide linkages to existing or planned pedestrian corridors and community facilities.

Continue to develop park areas dedicated as part of subdivision approvals to serve the residents of the Town.

Statement of Conformance with the Wellington Municipal Code

It is the intent of the proposed Sage Meadows Second Filing Subdivision Preliminary Plat to comply with the Town's Land Use Code as it was revised and adopted in 2008. The applicant believes that the project as proposed complies or meets the general intent of the Zoning and Subdivision Regulations of the Municipal Code including:

ZONING**Sec. 16-1-60 Purpose**

- (1) Encourage the most appropriate use of land through the Town and ensure a logical growth of the physical elements of the Town.
- (2) Regulate and restrict the location and use of buildings, structures and land for residence, business, trade, industry or other purposes.
- (3) Regulate and determine the size of building lots, yards and open spaces.
- (4) Promote good design and arrangement of buildings or clusters of buildings and uses in residential development
- (5) Encourage innovative, quality site planning, architecture and landscaping that reflect improvements in the technology of land development.
- (6) Prevent the overcrowding of land, poor quality in development, waste and inefficiency in land use, danger and congestion in travel and transportation and any other use or development that might be detrimental to the stability and livability of the Town.

Sec. 16-3-50 Design Standards

(1) Compact Urban Growth. As the community grows from the original Town limits, it is important to maintain a continuity of density, diversity and interconnectedness.

(3) Lots and blocks, streets and sidewalks. The layout of lots and blocks should be designed to continue the Town's existing block pattern to form a grid or modified grid pattern that is adapted to the topography, natural features and environmental considerations. The streets should be interconnected to create a comprehensive transportation network that facilitates the movement of pedestrians, cars and bicycles.

(5) Site design, architecture and landscaping. One of the fundamental intentions of this Chapter is to encourage innovative, quality site design, architecture and landscaping in order to create new places that can be integrated with the existing community and reflect the traditional patterns of the region.

(7) Water conservation. As the Town and the State grow, increasing pressure will be placed on the limited supply of water resources. Town residents have emphasized the importance of preserving the quality and quantity of water. All new development is encouraged to use raw water for irrigation and to incorporate water-saving measures in building design and landscaping. Developments are required to use Stormwater management techniques that address water quality as well as quantity.

Sec. 16-3-80 Neighborhood design principles

To encourage the creation of viable neighborhoods that interconnect with each other and integrate new projects into the existing community, thereby strengthening the original Town, the neighborhood layout should consider the street, lot and block pattern of the original Town, as well as solar orientation, topography, sensitive wildlife and vegetation, drainage patterns and environmental and regional climate issues. Further, the edges of neighborhoods should be formed by features shared with adjacent neighborhoods, such as major streets, changes in street pattern, greenways or natural features such as streams and major drainage or riparian corridors. New streets, bikeways, sidewalks, paths and trails should connect to existing adjacent neighborhoods.

Sec. 16-3-120 Lots and blocks; general provisions.

Streets shall be designed in accordance with this Chapter and the Town's Design Standards to create blocks that consider interconnectedness, topography, solar orientation, views and other design features.

Sec. 16-3-300 Street.

The intent of the design standards is to establish a safe, efficient, attractive transportation system that promotes all modes of transportation and is sensitive to the environment.

Sec. 16-3-290 Parks and open space general provisions.

(a) Open space should serve as the neighborhood focus. Open space, such as the Town drainage ways and developed parks and plazas, shall be used to organize and focus lot, block and circulation patterns and to enhance surrounding development. Street, block, lot and building

patterns shall respond to the views, landscape and recreational opportunities provided by the open space.

Sec. 16-3-320 Fair contribution for public school sites.

All development shall dedicate or convey land for public school purposes to the Poudre School District, or make payment in lieu of land dedication or conveyance in accordance with the intergovernmental agreement between the Town and the Poudre School District.

Sec. 16-5-60 R-2 – Residential District, Single Family Medium Density.

(a) Intent. This is a medium-density housing district intended primary for single-family uses on individual lots. This zone is characterized by tree-lined local streets, an interconnected pedestrian circulation system and proximity to schools and parks.

SUBDIVISION REGULATIONS

Sec. 17-1-10 General provisions.

(a) The provisions of this Article, the Subdivision Regulations, in conjunction with Chapter 16 of the Municipal Code, shall apply to any and all development of land within the municipal boundaries of the Town, unless expressly and specifically exempted or provided otherwise in these Regulations. No development shall be undertaken without prior and proper approval or authorization pursuant to the terms of these Regulations in conjunction with Chapter 16. All development shall comply with the applicable terms, conditions, requirements, standards and procedures established in these Regulations in conjunction with Chapter 16.

Sec. 17-1-20 Intent.

This article is designed and enacted for the purpose of promoting the health, safety, convenience, order, prosperity and welfare of the present and future inhabitants of the Town by:

- (2) Promoting compact, well-defined neighborhoods that enhance the Town's character.
- (3) Creating livable neighborhoods that foster a sense of community.
- (4) Encouraging the proper arrangement of streets in relation to existing or planned streets and ensuring streets facilitate safe, efficient and pleasant driving, walking and biking.
- (7) Providing for adequate and convenient open spaces for traffic, utilities, access of fire apparatus, recreation, light and air for the avoidance of congestion of population.
- (8) Providing open spaces for adequate stormwater management.
- (11) Ensuring compliance with Chapter 16, the Comprehensive Plan and the Design and Development Standards.

Sec. 16-3-10 Preliminary plat purpose.

The purpose of the preliminary plat is to provide the Town with an overall master plan for the proposed development.

In Summary, the applicant/developer believes that the Sage Meadows Second Filing Subdivision Preliminary Plat is in general conformance with the Town's Comprehensive Master Plan and the Wellington Municipal Code including the Best Development Practices and the Zoning and Subdivision Regulations.

Exhibit "A"
Legal Description
Sage Meadows Second Subdivision Rezoning & Preliminary Plat
Town of Wellington, Colorado

A tract of land located in the Southwest Quarter of Section 4, Township 8 North, Range 68 West of the 6th Principal Meridian, Town of Wellington, County of Larimer, State of Colorado and being described as follows:

THE SW 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN DEEDS RECORDED OCTOBER 8, 1906 IN BOOK 212 AT PAGE 248 AND APRIL 5, 1956 IN BOOK 1015 AT PAGE 371 AND APRIL 20, 1964 IN BOOK 1244 AT PAGE 314 AND DECEMBER 31, 1992 AT RECEPTION NO. 92084441

Being more particularly described as:

Considering the West line of the Southwest Quarter of Section 4 as bearing North 00° 35' 48" West and with all bearings contained herein relative thereto:

COMMENCING at the West Quarter Corner of Section 4; thence along the North line of the Southwest Quarter of Section 4, South 89° 17' 42" East, 31.99 feet to the **POINT OF BEGINNING**; thence continuing along said North line, South 89° 17' 42" East, 1236.31 feet to the Northwesternly line of Sage Meadows Subdivision; thence along said Northwesternly line the following 2 courses and distances: South 00° 34' 33" West, 1270.04 feet; thence, North 89° 17' 56" West, 1220.00 feet to the East Right-of-Way line of Colorado Highway 1; then along said East line, North 00° 09' 36" West, 1270.26 feet to the **POINT OF BEGINNING**.

PLAT OF
SAGE MEADOWS SECOND SUBDIVISION
A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

LEGAL DESCRIPTION:

A tract of land located in the Southwest Quarter of Section 4, Township 8 North, Range 68 West of the 6th Principal Meridian, Town of Wellington, County of Larimer, State of Colorado and being more particularly described as follows:

THE SW 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN DEEDS RECORDED OCTOBER 8, 1906 IN BOOK 212 AT PAGE 248 AND APRIL 5, 1956 IN BOOK 1015 AT PAGE 371 AND APRIL 20, 1964 IN BOOK 1244 AT PAGE 314 AND DECEMBER 31, 1992 AT RECEPTION NO. 92084441

Being more particularly described as:

Considering the West line of the Southwest Quarter of Section 4 as bearing North 00° 35' 48" West and with all bearings contained herein relative thereto:

COMMENCING at the West Quarter Corner of Section 4; thence along the North line of the Southwest Quarter of Section 4, South 89° 17' 42" East, 31.99 feet to the **POINT OF BEGINNING**; thence continuing along said North line, South 89° 17' 42" East, 1236.31 feet to the Northwestern line of Sage Meadows Subdivision; thence along said Northwestern line the following 2 courses and distances: South 00° 34' 33" West, 1270.04 feet; thence, North 89° 17' 56" West, 1220.00 feet to the East Right-of-Way line of Colorado Highway 1; then along said East line, North 00° 09' 36" West, 1270.26 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 1,559,853 square feet or 35.809 acres more or less and is subject to all easements and rights-of-way now on record or existing.

DEDICATION OF PUBLIC PROPERTY

The owner of the real property described in this Plat has caused the real property to be surveyed, laid out and subdivided under the name and style of **SAGE MEADOWS SECOND SUBDIVISION**, and does hereby sell, grant, dedicate and convey to the Town of Wellington in fee simple, free and clear of all liens and encumbrances, and set apart all of the streets, roads, alleys, easements and other public ways and places as shown on the accompanying plat to the use of the public forever. The owner shall be responsible for construction and maintenance of all improvements of said streets, alleys, easements, public ways and places, until acceptance of maintenance therefore by the Town as provided in the Wellington Municipal Code.

CERTIFICATE OF OWNERSHIP

I/We certify that _____ is the owner of the property, and hereby consent to this plat and join in the conveyance and dedication of all streets, roads, alleys, easements, public ways, and places shown hereon.

OWNER: SH Holdings Hwy 1, LLC

NOTARIAL CERTIFICATE:

STATE OF COLORADO)ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of SH Holdings Hwy 1, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____, 20____, by the Town Planning and Zoning Commission, Wellington, Colorado.

Chairman

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 20____, by the Board of Trustees, Wellington, Colorado. This approval is conditioned upon all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by other and not the towns.

Mayor

ATTORNEY'S CERTIFICATION

I, _____, an attorney licensed to practice law in the State of Colorado, certify to the Town of Wellington, Colorado, that I have examined the title to the property being subdivided and being dedicated to the Town of Wellington, Colorado, and that all owners and proprietors as defined by CRS 31-23-111 have signed or ratified this plat.

Attorney: _____

Address: _____

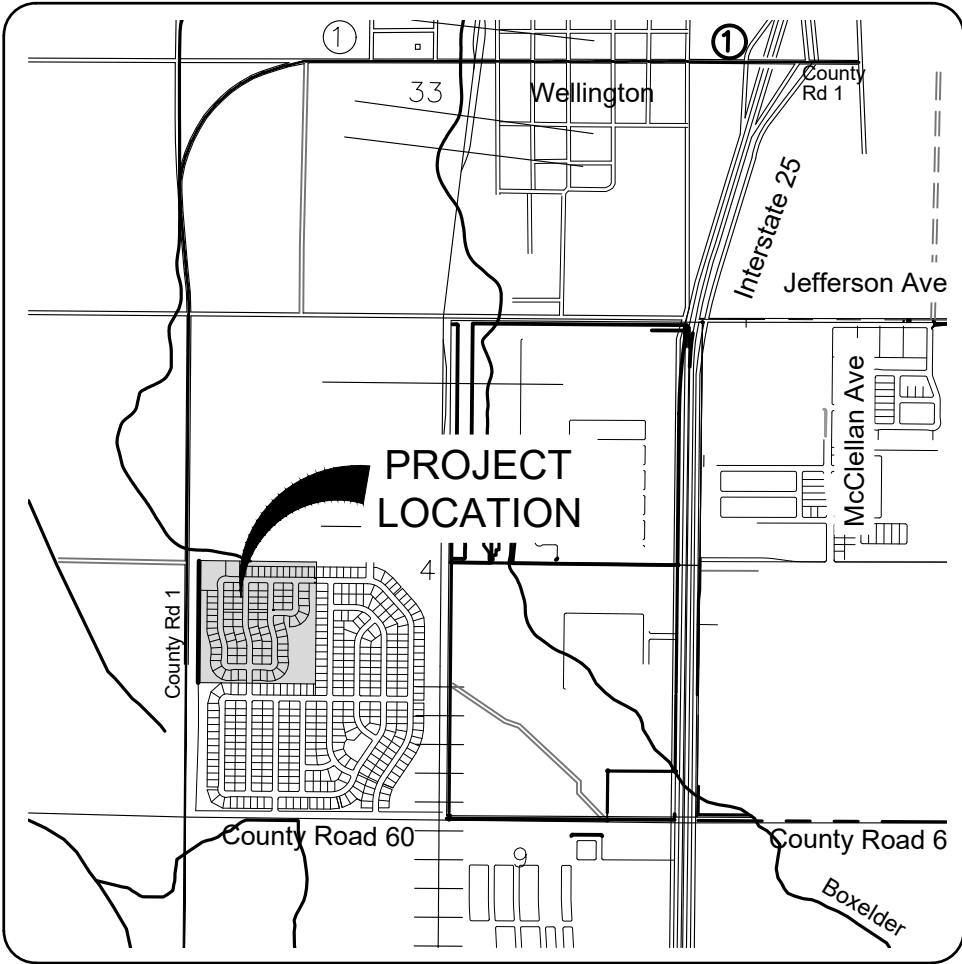
Registration No.: _____

NOTES:

- 1) The lineal unit of measurement for this plat is U.S. Survey Feet.
- 2) Basis of Bearings is the West line of the Southwest Quarter of Section 4-8-68 as bearing North 00° 35' 48" West and monumented as shown on drawing (assumed bearing).
- 3) For all information regarding easements, right-of-way or title of record, Northern Engineering relied upon Title Commitment Number _____ prepared by _____ dated _____.
- 4) A copy of the title commitment and the documents contained therein were provided to the owner, attorney and client and those entities listed hereon for their use and review. It is the surveyor's understanding that said owner, attorney, client and entities have reviewed said documents and understand their impact, if any, on the subject property.
- 5) Northern Engineering or the Professional Land Surveyor listed hereon, does not have the expertise to address mineral rights, and recommends the owner retain an expert to address these matters. Northern Engineering or the Professional Land Surveyor listed heron assumes no responsibility for the mineral rights upon the subject property.
- 6) Not all documents listed in the title commitment are plottable or definable by their terms. All easements that are definable by their descriptions are shown hereon with sufficient data to establish their position. Owner, Client and others should refer to the title commitment and those documents listed therein for a true understanding of all rights of way, easements, encumbrances, interests and title of record concerning the subject property.
- 7) Easements and other record documents shown or noted hereon were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- 8) For easements created by separate document and shown hereon refer to record document for specific terms.
- 9) Adjacent property owner information per the Larimer County Land information Locator.
- 10) Underground Utilities should be verified prior to any design and or construction.

11) The word "certify" or "certification" as shown and used hereon is an expression of professional opinion regarding the facts of the survey, and does not constitute a warranty or guaranty, expressed or implied. DORA Bylaws and Rules (4 CCR 730-1).

12) Per CRS 38-51-105 (3)(a), (3)(b), (4)(b), (4)(c), & 5, the Developer/Owner of the subdivision plat has the requirement of providing monumentation of the interior corners created by this platting procedure within one year of the effective date of a sales contract. The Surveyor of record of said subdivision plat has only the required responsibility of providing for the on the ground monumentation of the external boundary of the subdivision plat.



OWNER/APPLICANT/
DEVELOPER

SH Holdings HWY 1, LLC
395 Delozier Drive, Unit 16
Fort Collins, CO 80521

SITE ENGINEER

Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

SURVEYOR

Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, a duly registered professional land surveyor in the State of Colorado, do hereby certify that this plat of **SAGE MEADOWS SECOND SUBDIVISION** was prepared by me or under my direct supervision, and that this plat has been prepared in compliance with all applicable laws of the state of Colorado at the time of this survey and within my control and to the best of my knowledge, information and belief.

Robert C. Tessely
Colorado Registered Professional Land Surveyor No. 38470
For and on behalf of Northern Engineering Services, Inc.

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown herein.

SECTION:
4
TOWNSHIP:
8N
RANGE:
68 W of the 6th PM

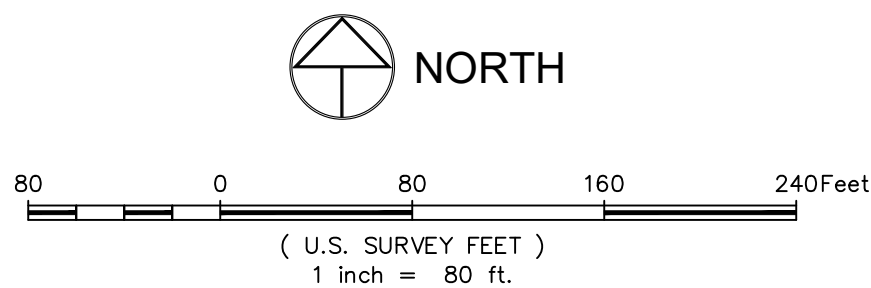
**NORTHERN
ENGINEERING**
NE
FORT COLLINS 301 North Howes Street, Suite 100, 80521
GREELEY 820 8th Street, 80633
970.221.4158
northernengineering.com

DATE:
8/17/20
SCALE:
1"=50'
REVIEWED BY:
R. Tessely
PROJECT:
992-004
CLIENT:
Sage Homes
DRAWN BY:
L. Smith

PLAT OF SAGE MEADOWS SECOND SUBDIVISION
TOWN OF WELLINGTON
STATE OF COLORADO

Sheet
1
Of 4 Sheets

PLAT OF
SAGE MEADOWS SECOND SUBDIVISION
A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	50.00'	78.54'	S45°31'32"W	70.71'
C2	15°36'13"	240.00'	65.36'	S07°16'34"E	65.16'
C3	15°35'53"	240.00'	65.34'	S07°16'45"E	65.13'
C4	89°49'08"	50.00'	78.38'	S44°23'22"E	70.60'
C5	90°10'52"	50.00'	78.70'	N45°36'38"E	70.82'
C6	15°35'53"	240.00'	65.34'	N07°16'45"W	65.13'
C7	15°36'13"	240.00'	65.36'	N07°16'34"W	65.16'
C8	90°00'00"	50.00'	78.54'	N45°31'32"E	70.71'
C9	15°36'13"	240.00'	65.36'	S07°16'34"E	65.16'
C10	15°35'53"	240.00'	65.34'	S07°16'45"E	65.13'
C11	90°00'00"	15.00'	23.56'	N45°31'32"E	21.21'
C12	13°48'13"	189.00'	45.53'	N06°22'34"W	45.42'
C13	117°36'26"	88.00'	180.63'	N45°31'32"E	150.55'
C14	13°48'13"	189.00'	45.53'	S82°34'21"E	45.42'
C15	90°00'00"	15.00'	23.56'	N45°31'32"E	21.21'
C16	15°36'13"	210.00'	57.19'	N07°16'34"W	57.01'
C17	15°35'53"	270.00'	73.50'	N07°16'45"W	73.28'
C18	13°48'13"	189.00'	45.53'	N06°22'55"W	45.42'
C19	117°47'19"	88.00'	180.91'	N45°36'38"E	150.69'
C20	13°48'13"	189.00'	45.53'	S82°23'49"E	45.42'
C21	90°10'52"	15.00'	23.61'	N45°36'38"E	21.25'
C22	89°49'08"	15.00'	23.51'	S44°23'22"E	21.18'
C23	13°48'13"	189.00'	45.53'	N83°47'57"E	45.42'
C24	117°25'34"	88.00'	180.35'	S44°23'22"E	150.41'
C25	13°48'13"	189.00'	45.53'	S07°25'18"W	45.42'
C26	15°35'53"	210.00'	57.17'	S07°16'45"E	56.99'
C27	15°36'13"	270.00'	73.53'	S07°16'34"E	73.30'
C28	13°48'13"	189.00'	45.53'	S06°22'34"E	45.42'
C29	117°36'26"	88.00'	180.63'	S45°31'32"W	150.55'
C30	13°48'13"	189.00'	45.53'	N82°34'21"W	45.42'
C31	90°00'00"	15.00'	23.56'	S44°28'28"E	21.21'
C32	90°00'00"	15.00'	23.56'	S45°31'32"W	21.21'
C33	90°00'00"	15.00'	23.56'	N44°28'28"W	21.21'
C34	90°00'00"	15.00'	23.56'	N45°31'32"E	21.21'
C35	90°00'00"	15.00'	23.56'	S44°28'28"E	21.21'
C36	15°36'13"	270.00'	73.53'	S07°16'34"E	73.30'
C37	15°35'53"	210.00'	57.17'	S07°16'45"E	56.99'
C38	90°10'52"	15.00'	23.61'	S45°36'38"W	21.25'
C39	89°49'08"	15.00'	23.51'	N44°23'22"W	21.18'
C40	15°35'53"	270.00'	73.50'	N07°16'45"W	73.28'
C41	14°21'48"	210.00'	52.64'	N06°39'22"W	52.51'
C42	90°00'00"	15.00'	23.56'	N45°31'32"E	21.21'
C43	90°00'00"	15.00'	23.56'	S44°28'28"E	21.21'
C44	15°36'13"	270.00'	73.53'	S07°16'34"E	73.30'
C45	15°35'53"	210.00'	57.17'	S07°16'45"E	56.99'
C46	90°10'52"	15.00'	23.61'	S45°36'38"W	21.25'
C47	89°49'08"	15.00'	23.51'	N44°23'22"W	21.18'
C48	15°35'53"	270.00'	73.50'	N07°16'45"W	73.28'
C49	15°36'13"	210.00'	57.19'	N07°16'34"W	57.01'
C50	90°00'00"	15.00'	23.56'	N45°31'32"E	21.21'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C51	12°33'25"	189.00'	41.42'	N05°45'11"W	41.34'
C52	1°14'48"	189.00'	4.11'	N12°39'17"W	4.11'
C53	34°59'25"	88.00'	53.74'	N04°13'02"E	52.91'
C54	37°40'14"	88.00'	57.86'	N40°32'51"E	56.82'
C55	37°40'03"	88.00'	57.85'	N78°13'00"E	56.82'
C56	7°16'43"	88.00'	11.18'	S79°18'36"E	11.17'
C57	15°11'55"	210.00'	55.71'	N07°04'25"W	55.54'
C58	0°24'18"	210.00'	1.48'	N14°52'32"W	1.48'
C59	4°58'18"	270.00'	23.43'	N12°35'32"W	23.42'
C60	10°37'35"	270.00'	50.08'	N04°47'36"W	50.00'
C61	1°26'01"	189.00'	4.73'	N00°11'49"W	4.73'
C62	12°22'13"	189.00'	40.81'	N07°05'55"W	40.73'
C63	16°10'21"	88.00'	24.84'	N05°11'51"W	24.76'
C64	34°42'11"	88.00'	53.30'	N20°14'25"E	52.49'
C65	34°42'32"	88.00'	53.31'	N54°56'46"E	52.50'
C66	32°12'15"	88.00'	49.46'	N86°24'10"E	48.81'
C67	1°09'49"	189.00'	3.84'	S76°04'37"E	3.84'
C68	12°38'24"	189.00'	41.70'	S82°58'44"E	41.61'
C69	13°00'19"	270.00'	61.29'	S05°58'38"E	61.16'
C70	2°35'54"	270.00'	12.24'	S13°46'44"E	12.24'
C71	12°40'54"	210.00'	46.48'	S08°44'14"E	46.39'
C72	2°54'59"	210.00'	10.69'	S00°56'18"E	10.69'
C73	9°15'16"	270.00'	43.61'	N04°06'27"W	43.56'
C74	6°20'36"	270.00'	29.89'	N11°54'23"W	29.88'
C75	1°14'25"	210.00'	4.55'	N14°27'28"W	4.55'
C76	14°21'48"	210.00'	52.64'	N06°39'22"W	52.51'
C77	7°24'51"	270.00'	34.94'	S03°10'53"E	34.91'
C78	8°11'22"	270.00'	38.59'	S10°59'00"E	38.56'
C79	1°28'31"	270.00'	6.95'	N00°13'04"W	6.95'
C80	13°36'34"	270.00'	64.13'	N07°45'37"W	63.98'
C81	0°30'47"	270.00'	2.42'	N14°49'17"W	2.42'
C82	0°29'09"	88.00'	0.75'	N77°08'25"E	0.75'
C83	36°34'22"	88.00'	56.17'	S84°19'49"E	55.22'
C84	36°39'45"	88.00'	56.31'	S47°42'46"E	55.35'
C85	37°10'06"	88.00'	57.09'	S10°47'51"E	56.09'
C86	6°32'12"	88.00'	10.04'	S11°03'18"W	10.03'
C87	4°00'17"	210.00'	14.68'	S01°28'57"E	14.68'
C88	11°35'36"	210.00'	42.49'	S09°16'53"E	42.42'
C89	2°00'03"	88.00'	3.07'	S12°16'40"E	3.07'
C90	11°05'48"	270.00'	52.29'	S09°31'14"E	52.21'
C91	4°30'25"	270.00'	21.24'	S01°43'41"E	21.23'
C92	1°50'48"	189.00'	6.09'	S00°23'52"E	6.09'
C93	11°57'25"	189.00'	39.44'	S07°17'59"E	39.37'
C94	74°10'24"	88.00'	113.92'	S53°26'20"W	106.13'
C95	90°00'00"	15.00'	23.56'	N44°28'28"W	21.21'
C96	27°37'46"	88.00'	42.44'	S02°32'15"W	42.03'
C97	90°00'00"	15.00'	23.56'	S45°31'32"W	21.21'
C98	13°48'13"	88.00'	21.20'	N82°34'21"W	21.15'

LAND USE TABLE					
PARCEL	DESCRIPTION	DEDICATION	AREA	PERCENT	INTENDED OWNERSHIP/MAINTENANCE BY
TRACT A	Open Space	Drainage, Utility & Access Easement	45,498 S.F.	1.044 AC.	2.92%
TRACT B	Open Space	Drainage, Utility & Access Easement	236,388 S.F.	5.427 AC.	15.15%
TRACT C	Open Space	Drainage, Utility & Access Easement	5,200 S.F.	0.119 AC.	0.33%
TRACT D	Open Space	Drainage, Utility & Access Easement	111,855 S.F.	2.568 AC.	7.17%
TRACT E	Open Space	Drainage, Utility & Access Easement	79,795 S.F.	1.832 AC.	5.12%
TRACT F	Open Space	Drainage, Utility & Access Easement	83,119 S.F.	1.908 AC.	5.33%
ROW	Public Use		281,702 S.F.	6.467 AC.	18.06%
LOTS (103)	Private Residence		716,296 S.F.	16.444 AC.	45.92%
TOTAL			1,559,853 S.F.	35.809 AC.	100.00%

LOT & BLOCK TABLE	
BLOCK	# OF LOTS
1	12
2	6
3	12
4	8
5	26
6	16
7	15
8	8
TOTAL LOTS	103

PRELIMINARY

Robert C. Tessely
Registered Professional Land Surveyor
Colorado Registration No. 38470
For and on behalf of Northern Engineering Services, Inc.

PLAT OF SAGE MEADOWS SECOND SUBDIVISION
TOWN OF WELLINGTON
STATE OF COLORADO

Sheet
2
Of 4 Sheets

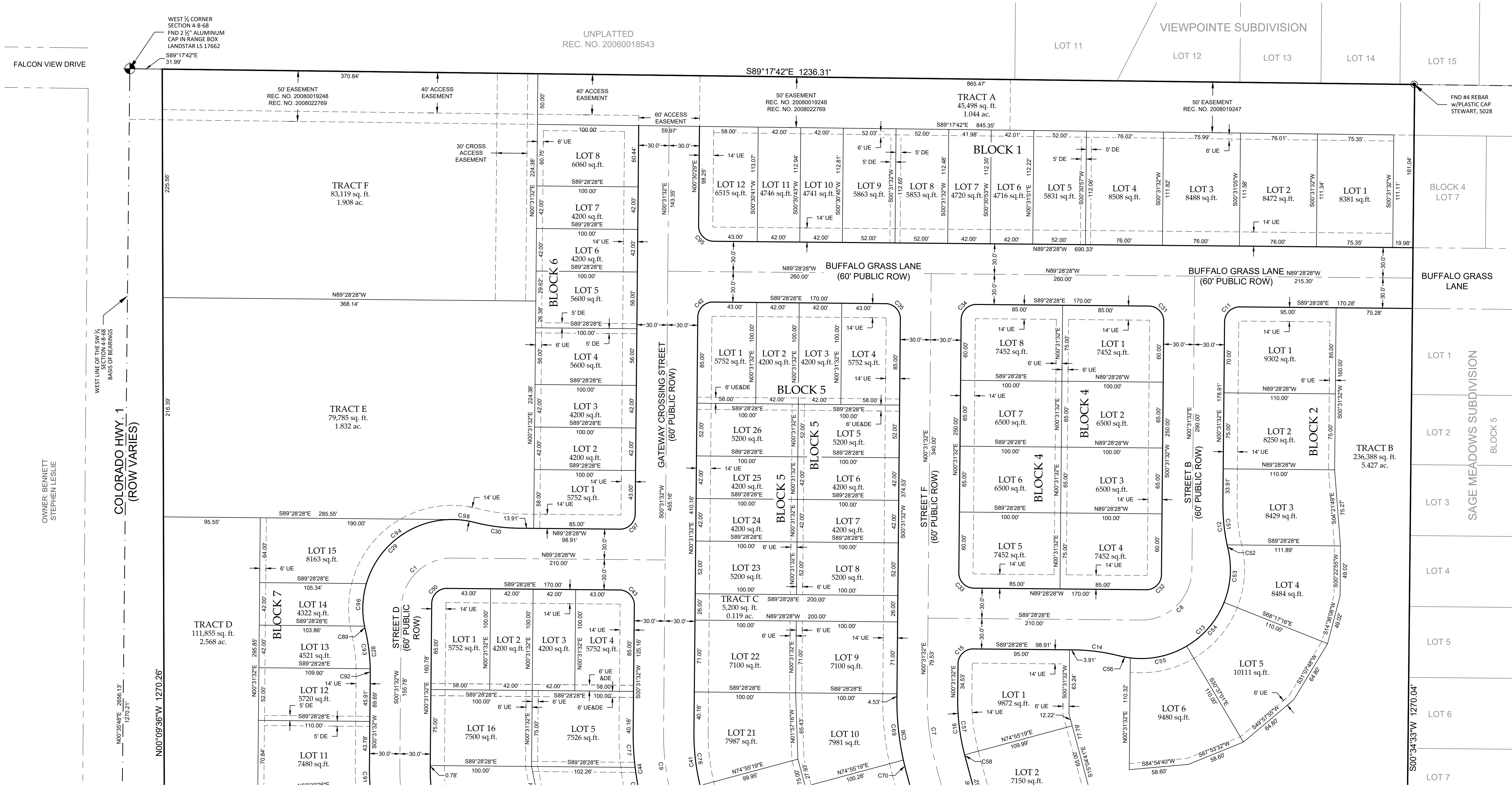
PROJECT: 992-004
DATE: 8/1/20
CLIENT: Sage Homes
DRAWN BY: L. Smith
REVIEWED BY: R. Tessely
SCALE: 1"=80'

NORTHERN
ENGINEERING
NE
FORT COLLINS 301 North Hume Street, Suite 100, 80521
GREELEY 820 8th Street, 80633
970.223.4158
northernengineering.com

SECTION:
4
TOWNSHIP:
8N
RANGE:
68 W of the 6th PM

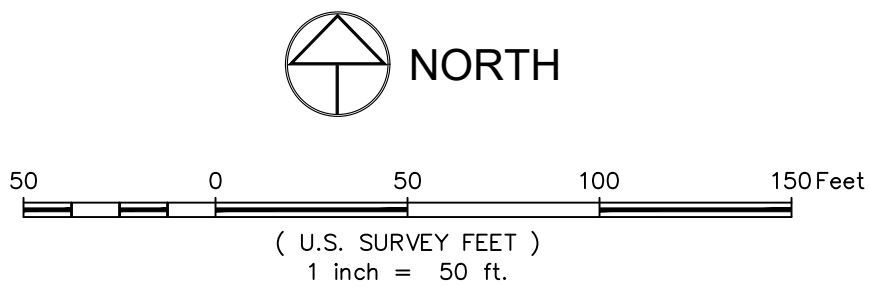
NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown herein.

PLAT OF
SAGE MEADOWS SECOND SUBDIVISION
A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND

- SECTION LINE
- EASEMENT LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- FOUND CORNER AS DESCRIBED
- SET #4 18" REBAR w/1" PLASTIC CAP, PLS 38470
- SECTION CORNER
- UTILITY EASEMENT
- DRAINAGE EASEMENT



NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown herein.

SECTION:	4
TOWNSHIP:	8N
RANGE:	68 W of the 6th PM

NORTHERN ENGINEERING

970.220.4158
nortnengr.com

PROJECT:	992-004
DATE:	8/17/20
CLIENT:	Sage Homes
SCALE:	1"=50'
DRAWN BY:	L. Smith
REVIEWED BY:	R. Tessey

PLAT OF SAGE MEADOWS SECOND SUBDIVISION
TOWN OF WELLINGTON
STATE OF COLORADO

PRELIMINARY
Robert C. Tessey
Registered Professional Land Surveyor
Colorado Registration No. 38470
For and on behalf of Northern Engineering Services, Inc.

SEE SHEET 3



- | | |
|---|---------------------------|
|  | SECTION LINE |
|  | EASEMENT LINE |
|  | CENTERLINE |
|  | RIGHT-OF-WAY LINE |
|  | PLATTED BOUNDARY LINE |
|  | LOT LINE |
|  | EXISTING LOT LINE |
|  | FOUND CORNER AS DESCRIBED |
|  | SECTION CORNER |
|  | UTILITY EASEMENT |
|  | DRAINAGE EASEMENT |

PRELIMINARY

Robert C. Tessely
Registered Professional Land Surveyor
Colorado Registration No. 38470
For and on behalf of Northern Engineering Services, Inc.

TOWN OF WELLINGTON
STATE OF COLORADO

Sheet
4
Of 4 Sheets

**NORTHERN
ENGINEERING**



PROJECT: 992-004	DATE: 8/4/20
CLIENT: Sage Homes	SCALE: 1"=50'
DRAWN BY: L. Smith	REVIEWED BY: R. Tessels

SECTION:
4

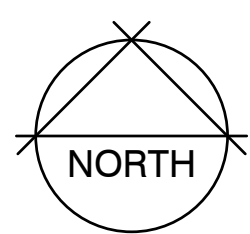
TOWNSHIP
8N

RANGE:
58 W. of

NOTICE:
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upon any defe
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be commenced
hereon.

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

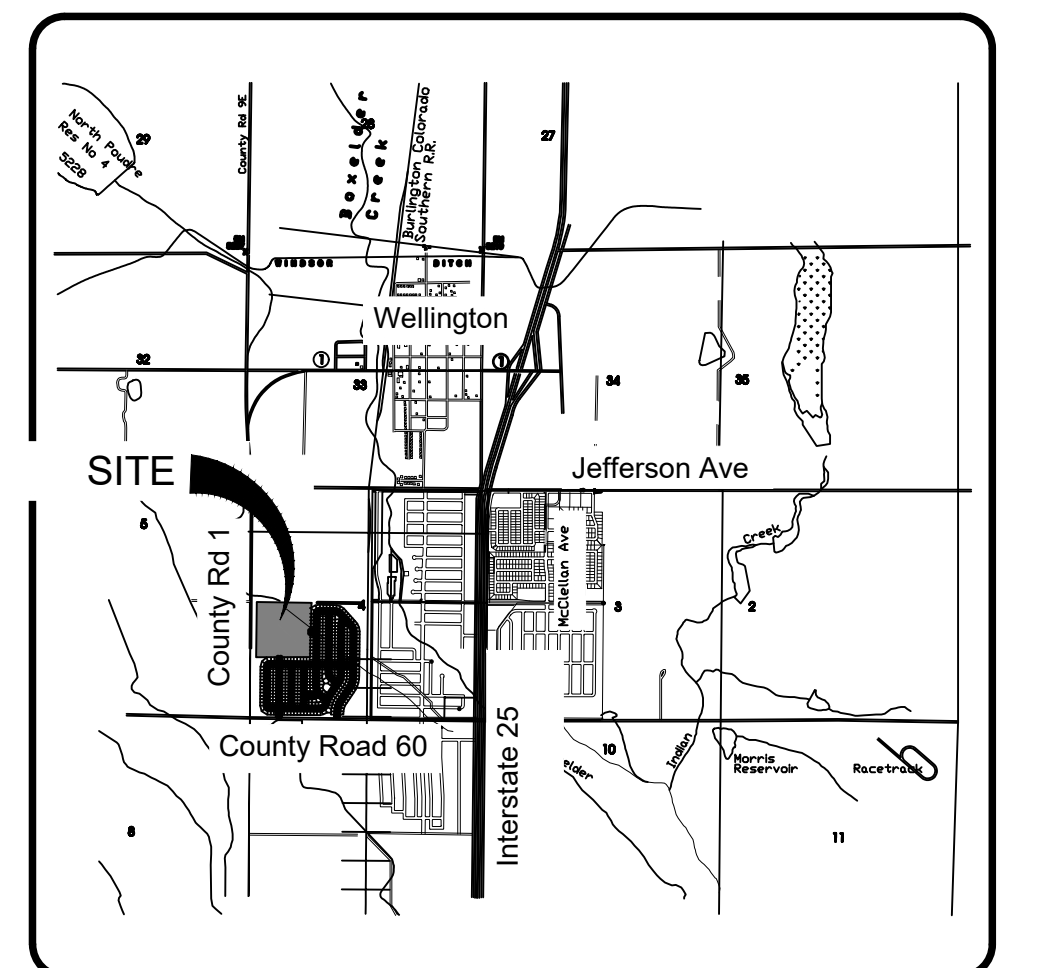
SAGE
MEADOWS



0 50 100 150 feet
SCALE: 1" = 50'



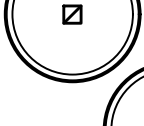
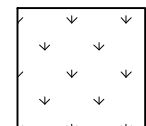
WWW.SAGEHOMES.COM



VICINITY MAP

NTS

PLANT SCHEDULE

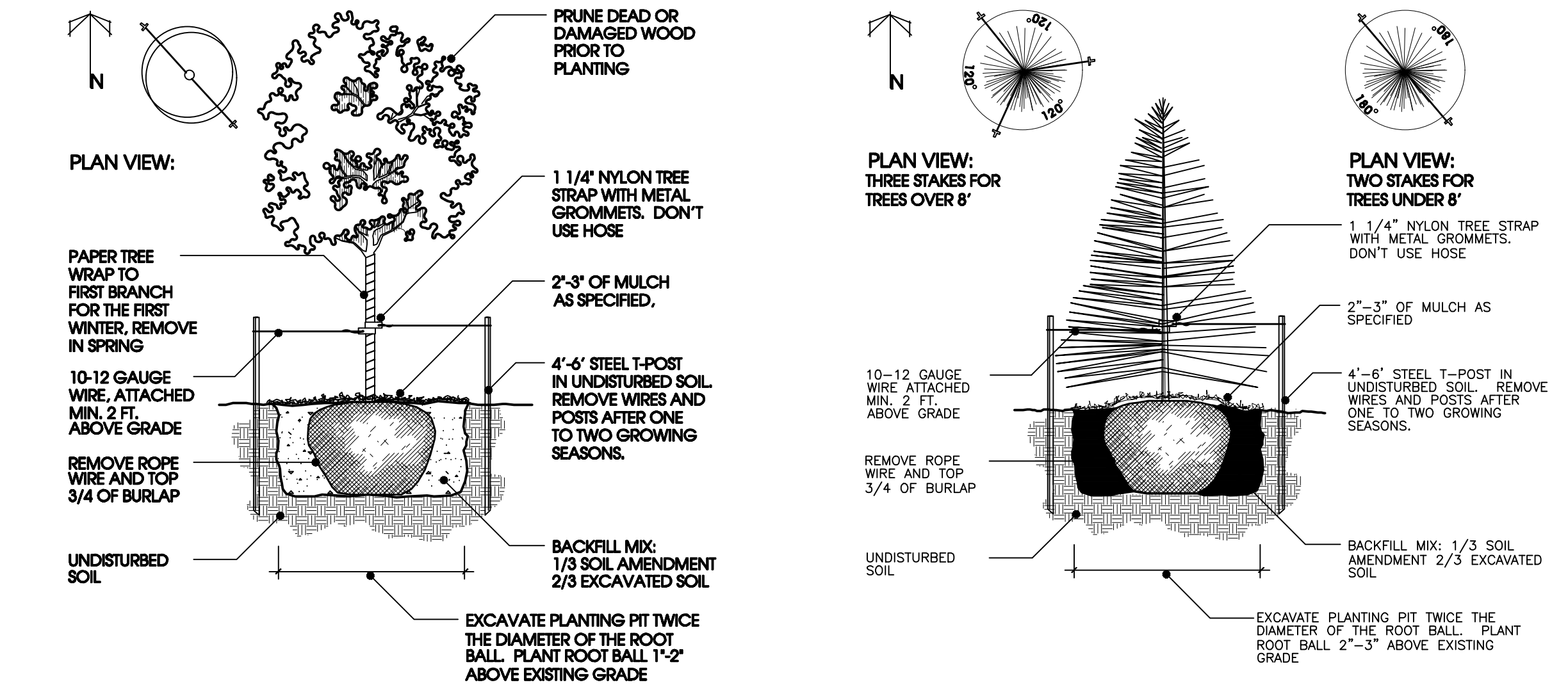
DECIDUOUS TREES	QTY	BOTANICAL / COMMON NAME	SIZE	
	6	Acer freemanii `Jeffersred` TM / Autumn Blaze Maple	2" B&B	
	8	Catalpa speciosa / Western Catalpa	2" B&B	
	11	Celtis occidentalis / Common Hackberry	2" B&B	
	14	Gleditsia triacanthos `Shademaster` TM / Shademaster Locust	2" B&B	
	8	Gymnocladus dioica `Espresso` / Kentucky Coffeetree	2" B&B	
	3	Quercus macrocarpa / Burr Oak, Mossycup Oak	2" B&B	
	3	Quercus robur / English Oak	2" B&B	
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE	
	60	Picea pungens glauca / Colorado Blue Spruce	6` B&B	
	36	Pinus nigra / Austrian Black Pine	6` B&B	
ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE	
	14	Acer ginnala `Flame` / `Flame` Amur Maple	8`-10` Clump B&B	
	12	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry	1-1/2" B&B	
	14	Crataegus crusgalli var. inermis TM / Thornless Cockspur Hawthorn	1-1/2" B&B	
	23	Crataegus viridis `Winter King` / `Winter King` Hawthorn	1-1/2" B&B	
	11	Malus x `Thunderchild` / Thunderchild Crab Apple	1-1/2" B&B	
SEED/SOD	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
	379,132 sf	Dryland Grass / Dryland Pasture Mix	Seed	

GENERAL NOTES:

- Landscaping shall be irrigated with an automatic pop-up sprinkler system. Turf areas shall receive pop-up spray or rotary sprinklers. Planting beds shall receive low volume drip irrigation. The dryland grass seed area is intended to be non-irrigated, however, supplemental watering shall be provided per the "Seeding Notes". All trees and shrubs in dryland grass areas shall receive drip irrigation.
- Final grade shall maintain smooth flowing land forms, free of vegetation, surface debris, bumps, and/or depressions.
- Soil Preparation: Prior to the installation of plant materials, soil that has been compacted, stripped of topsoil or disturbed by construction activity shall be thoroughly loosened. Dairy compost shall be thoroughly incorporated at a rate of 3 cu. yds. / 1000 sq. ft. into all landscape areas. Areas noted as "non-irrigated" or "dryland" will not receive soil amendments. However, the soil shall be thoroughly loosened by tilling and ripping, cleared of all weeds and debris and finish graded prior to seeding.
- Soil backfill for all plantings shall be amended with dairy compost (or approved equal) at a rate of 1/3 compost to 2/3 soil excavated from the planting pit.
- All shrub bed areas shall be edged with Pro-Steel edging.
- All shrub bed areas to be mulched with a 3" depth of 1-1/2" mountain granite over weed barrier fabric. Perennial plantings to be mulched with a 4" depth of Shredded Redwood Mulch with no weed barrier fabric. All trees and shrubs in dryland grass and rock areas to receive a 3" depth of Shredded Redwood Mulch over the rootball.
- All plant material shall meet AAN standards for number one grade and shall be sized as specified in the Plant Schedule on this plan.
- Minor changes in plant species and location may be made during construction, as required by site conditions and plant availability. Overall quality and quantity of plant material shall be consistent with the approved landscape plan. In the event of conflict between plant quantities in the plant schedule and species illustrated, the species and quantities illustrated shall be provided.
- Contact the Utility Notification Center of Colorado, at least (3) business days prior to construction. The contractor shall verify the location of all utilities in the field prior to excavation / digging.
- Maintenance. In order to provide for the ongoing health and appearance of required and approved landscape improvements, all landscaping shall be maintained in good health and replaced by the landowner or occupant as necessary. All property owners or occupants shall be responsible for maintenance of landscaping within the portion of the public right-of-way between the back of the curb or street pavement and the adjacent property.

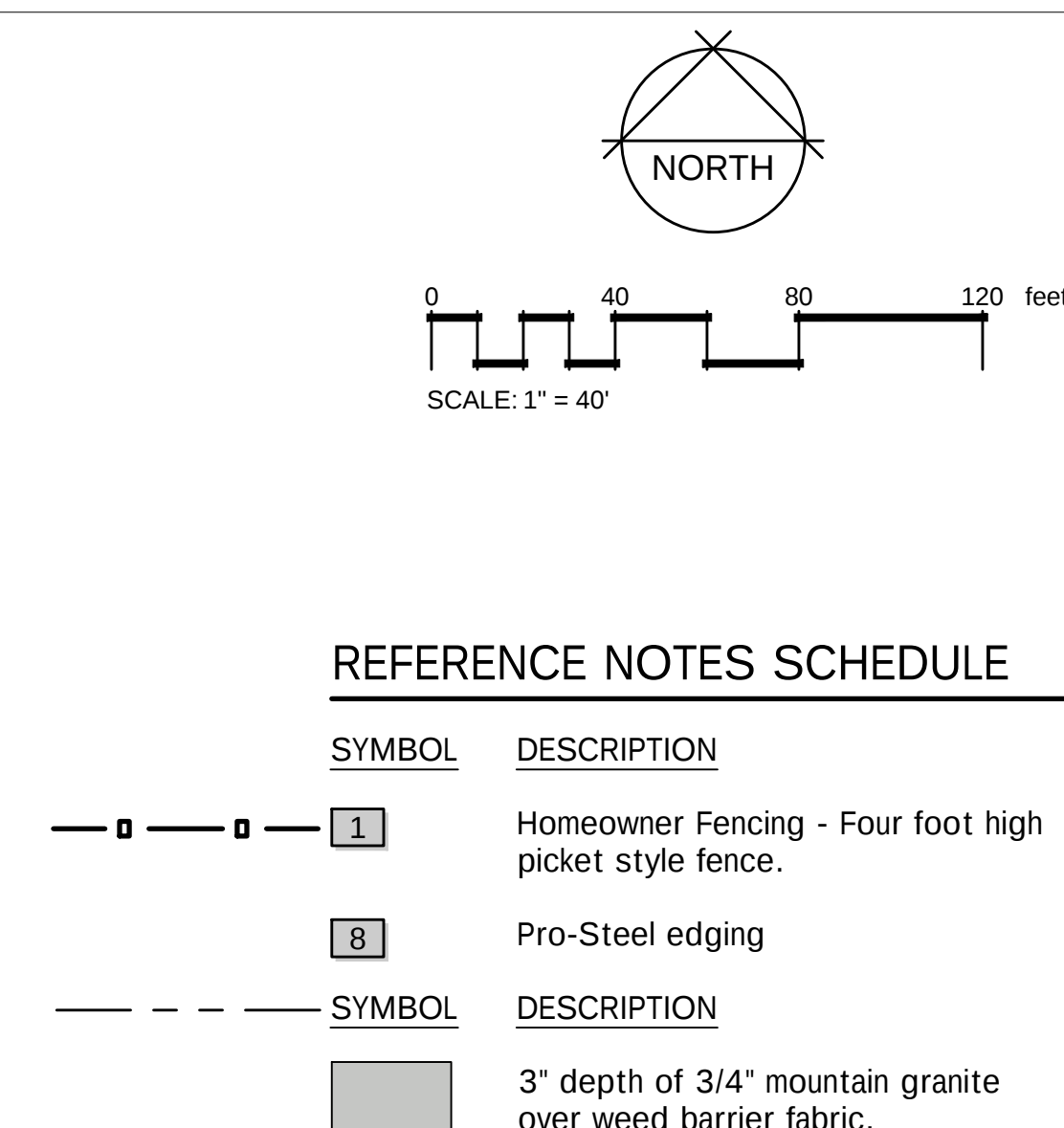
SEEDING NOTES:

- Seeding shall take place after soil preparation and final grade activities are complete.
- Seed with a Brillion style seeder in two perpendicular passes. In areas that are inaccessible by equipment, spread seed evenly with a broadcast spreader and cover lightly with $\frac{1}{4}$ " in. of soil.
- Dryland seed mixes shall included a cover crop of Annual Ryegrass.
- All slopes 4:1 or steeper, and swales that are prone to erosion, to receive erosion control blanket.
- Provide supplemental watering of seeded areas as needed to maintain proper moisture germination. Monitor irrigation application and frequency to prevent soil erosion. Supplemental irrigation to be applied by portable sprinkler or temporary irrigation system.
- Adjust irrigation as needed for proper establishment of the seed. Mow for initial weed control after the grass is mature.
- During the warranty period. Provide weed control that is appropriate for the grass type and season.
- Dura Turf Plus Seed Mix - Seed Rate: 5 lbs / 1,000 sf
80% Tall Fescue Blend, Emerald III
10% Perennial Ryegrass, Palace
10% Kentucky Bluegrass
- Dryland Pasture Mix - Seed Rate: 5 lbs / 1,000 sf
20% Tetraploid Perennial Rye
20% Smooth Brome, Lincoln
15% Paiute Orchardgrass
15% Hycrest Crested Wheatgrass
15% Pubescent Wheatgrass
15% Daurian Wildrye



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	1 Homeowner Fencing - Four foot high picket style fence.
	8 Pro-Steel edging
SYMBOL	DESCRIPTION
	3" depth of 3/4" mountain granite over weed barrier fabric.



REFERENCE NOTES SCHEDULE	
<u>SYMBOL</u>	<u>DESCRIPTION</u>
 1	Homeowner Fencing - Four foot high picket style fence.
 8	Pro-Steel edging
<u>SYMBOL</u>	<u>DESCRIPTION</u>
	3" depth of 3/4" mountain granite over weed barrier fabric.

Sage Meadows Second Subdivision
Wellington, Colorado

Landscape Plan

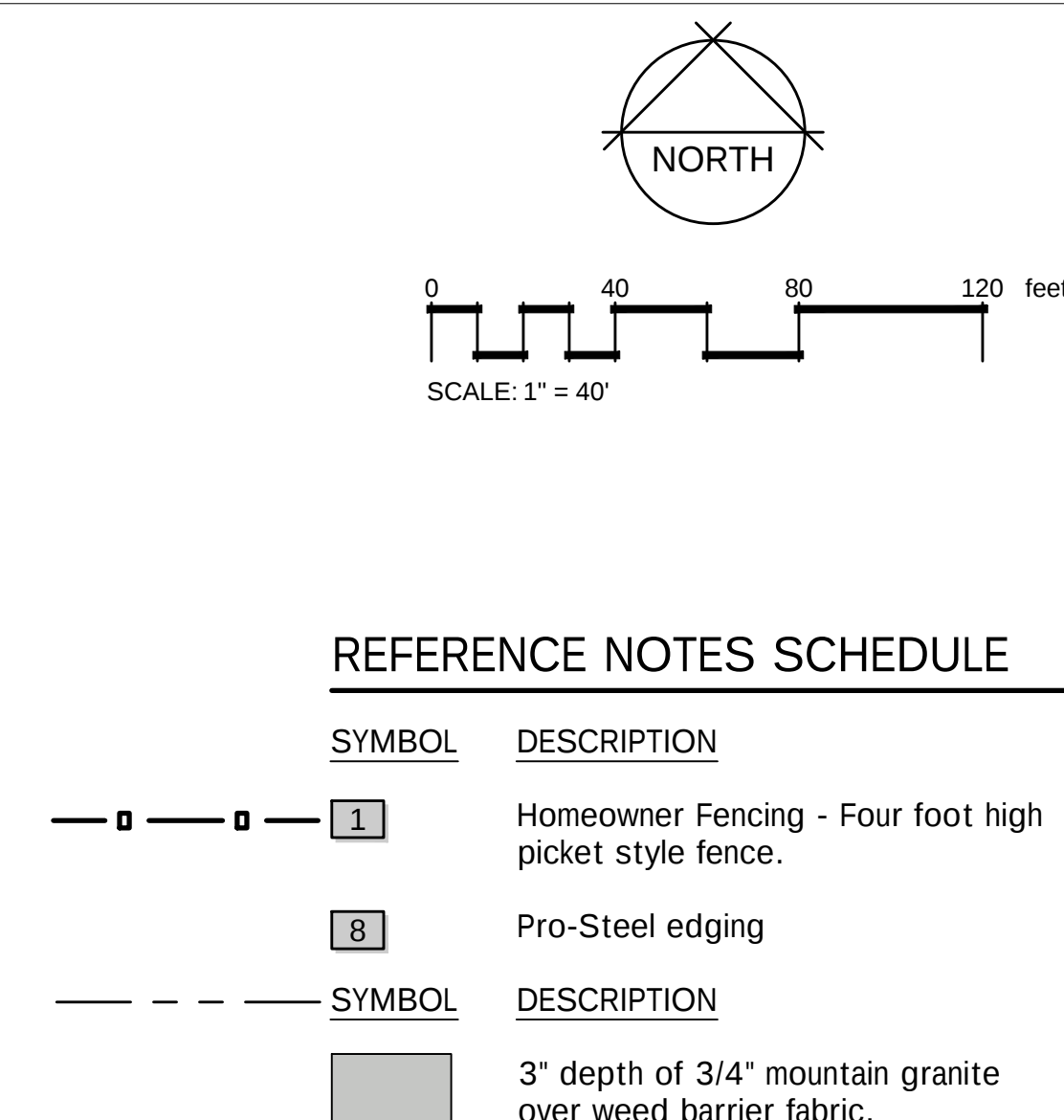
SHEET:

L-2

Centennial
Design, LLC
irrigation • landscape
601 S. 9th St.
Berthoud, Colorado 80513
970.217.4966
centennialdesign@hotmail.com

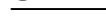
All drawings and written material appearing herein constitute the original unpublished work of the Landscape Architect / Irrigation Designer and may not be duplicated, used or disclosed without the written consent of the Landscape Architect.

PREPARED FOR: Mr. Daren Roberson SH Development Company LLC 395 Delozier Drive, Suite 110 Fort Collins, CO 80542	PROJECT NUMBER: C410	NO. REVISIONS: 0	DATE: 7-24-20
--	-----------------------------	-------------------------	----------------------



Centennial
Design, LLC
irrigation • landscape
601 S. 9th St.
Berthoud, Colorado 80518
970.217.4966
centennialdesign@hotmail.com

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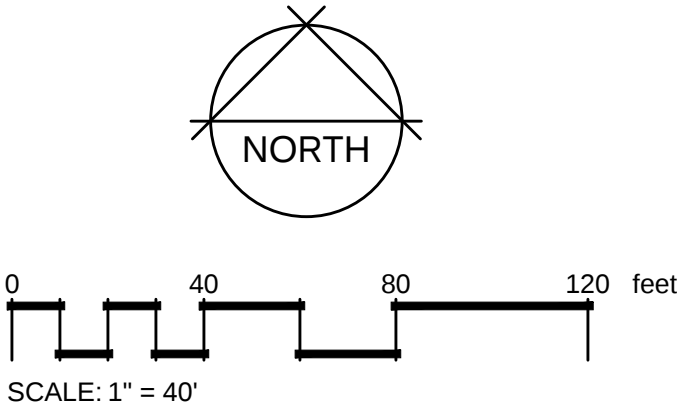
<u>SYMBOL</u>	<u>DESCRIPTION</u>
 1	Homeowner Fencing - Four foot high picket style fence.
 8	Pro-Steel edging
<u>SYMBOL</u>	<u>DESCRIPTION</u>
	3" depth of 3/4" mountain granite over weed barrier fabric.

PREPARED FOR: Mr. Daren Roberson SH Development Company LLC 395 Delozer Drive, Suite 110 Fort Collins, CO 80542	PROJECT NUMBER: C410	NO. REVISIONS: 7-24-20	DATE: DATE:
---	-----------------------------	-------------------------------	--------------------

Sage Meadows Second Subdivision
Wellington, Colorado
Landscape Plan

SHEET:

L-3



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	1 Homeowner Fencing - Four foot high picket style fence.
	8 Pro-Steel edging
SYMBOL	DESCRIPTION
	3" depth of 3/4" mountain granite over weed barrier fabric.

Sage Meadows Second Subdivision
Wellington, Colorado

Landscape Plan

SHEET:
L-5

PREPARED FOR:
Mr. Daren Roberson
SH Development Company, LLC
395 Delozer Drive, Suite 110
Fort Collins, CO 80542

PROJECT NUMBER:
C410

DATE: 7-24-20

NO. REVISIONS:

DATE:

All drawings and written material appearing herein are the unpublished work of the Landscape Architect / Irrigation Designer and may not be reproduced or disclosed without the written consent of the Landscape Architect.

Centennial
Design, LLC
Irrigation • Landscape
601 S. 9th St.
Berthoud, Colorado 80613
970.277.4665
centennialdesign@att.net

Board of Trustees Meeting

Date: September 22, 2020

Submitted By:

Main Streets Program Memorandum of Understanding and 2021 Budget Update

Subject: • **Presentation: Kallie Cooper, Executive Director of Wellington Main Streets Program**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

The Wellington Main Streets Program has brought a memorandum of understanding for the Board of Trustees to approve and they will be presenting their 2021 budget.

STAFF RECOMMENDATION

ATTACHMENTS

1. Wellington MS_2020 Town of Wellington MOU
2. Main Streets Program Budget Presentation

WELLINGTON MAINSTREET PROGRAM 2020/2021

THIS AGREEMENT is entered into between Wellington MAIN STREETS Program (hereinafter referred to as "MAIN STREETS"), the Town of Wellington (hereinafter referred to as the "TOWN").

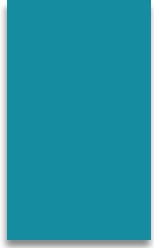
WHEREAS, MAIN STREETS goal is to promote, enhance, and develop downtown Wellington for the benefit of its inhabitants, businesses, and visitors

WHEREAS, it is more practical and efficient for the TOWN to contract with MAIN STREETS to perform the functions set forth herein than the TOWN to perform those functions on their own.

NOW THEREFORE, for mutual consideration, the parties hereby agree as follows:

- 1. Term of Agreement.** The term of this Agreement shall be from January 1, 2021 through December 31, 2021.
- 2. Scope of Services.** MAIN STREETS and its Executive Director shall devote their best professional efforts towards the following deliverables:
 - A. Assist the TOWN of Wellington and Board of Trustees with downtown redevelopment projects as agreed upon. Projects must be mutually agreed upon by the TOWN and MAIN STREETS
 - B. MAIN STREETS to attend one bimonthly Board of Trustees meeting or as needed
 - C. Maintain an inventory/database of occupied and vacant properties in the MAIN STREETS Program Area. The database will be updated no less than quarterly or as needed
 - D. Create awareness of the downtown community through the promotion of events, social media, quarterly articles, and other media platforms as approved jointly by MAIN STREETS and TOWN
 - E. Communicate grant funding opportunities to the TOWN and Board of Trustees
 - F. Pursue initiatives and opportunities to enhance the appearance of the MAIN STREETS program area and collaborate with TOWN on approved design guidelines
 - G. Visit MAIN STREETS program area businesses and work in conjunction with the Town to foster partnerships with merchants to support economic development
 - H. MAIN STREETS will provide a preliminary budget by {Date} during the TOWN's budget cycle (September-October)
- 3. Compensation.** The TOWN agrees to pay MAIN STREETS an annual fee of not less than \$75,000. Main Street shall submit an invoice each quarter and funds shall be paid quarterly.

- 4. Reporting:** MAIN STREETS shall provide to the TOWN on a quarterly basis, a report of activities by Main Streets. These reports shall include detailed information regarding projects, financials, and other pertinent information applicable to this agreement.
- 5. Indemnification.** MAIN STREETS shall indemnify and hold harmless the TOWN from any loss, cost or claim of damages, if such loss, cost or claim of damages is caused by the negligence of MAIN STREETS or its officers, agents or employees acting within the scope of their employment. This Agreement may be terminated by the TOWN if MAIN STREETS fails to maintain general liability insurance in a minimum amount of \$100,000 per claimant, \$200,000 per occurrence, and worker's compensation coverage for its employees.
- 6. Termination.** The TOWN or MAIN STREETS may terminate this agreement without cause and at any time with 90-days written notice.



Wellington, CO

Main Streets

2021 Budget Presentation

2021 Budget Consideration S

- ◆ **Total Municipal Funding Request for 2021 - \$77,500**
 - ◆ 75,000 in direct municipal funding
 - ◆ 2,500 for Annual Color (Flower Planter) support
- ◆ Conservative approach to the 2021 Budget
- ◆ Left off fundraising projections and project costs due to ongoing COVID-19 considerations
- ◆ 2021 project cost estimations are listed separately
 - ◆ The Main Streets Program will complete our 2021 Work Plan events and projects as funding is made available

Wellington Main Streets Program 2021 Budget

QB Code	Income	2019 Actuals	2020 Actuals	2021 Budget	15% Variance Notes
44830	Municipal Support	\$ 75,000.00	\$ 77,500.00	\$ 77,500.00	\$75,000 Municipal Support and \$2,500 in Annual Color Sponsorship
43410	Corporate Contributions (Fundraising, 0.5K, Brewfest)	\$ 11,368.56	\$ 6.38	\$ -	
47230	Membership Dues	\$ 4,400.00	\$ -	\$ -	
46400	Other Revenue (Shirt Sales, Drink Sales, Team Registration, Vendor Fees)	\$ 6,565.87	\$ 9,375.00	\$ -	PPP Loan
49000	DOLA Grant	\$ -	\$ 9,687.50	\$ 5,000.00	2019 and 2020 Grants Came in 2020
49000	DOLA Training Grant *	\$ 2,375.00	\$ 1,621.66	\$ 2,200.00	No National Conference in 2020
48000	Sponsorships (Annual Color, Well-O-Rama, Main Street Market)	\$ 10,995.00	\$ 2,390.00	\$ 2,500.00	
49000	Other Grant Revenue	\$ 2,500.00	\$ 2,500.00	\$ -	
No Code	Carry-over from Previous Year	\$ -	\$ -	\$ -	
No Code	DOLA Funded Consultant Services	\$ 19,000.00	\$ -	\$ -	
No Code	In-Kind Contributions	\$ 10,000.00	\$ -	\$ -	
	Total	\$ 142,204.43	\$ 103,080.54	\$ 87,200.00	

	Expenses	2019 Actuals	2020 Actuals (Jan-July)	2021 Budget	15% Variance Notes
60930	Business Expenses (Licenses, Permit, Business Fees, Professional Dues)	\$ 720.00	\$ 455.00	\$ 1,000.00	
62150	Outside Contract Services	\$ 20,641.85	\$ 6,517.00	\$ 7,500.00	Annual Color
62110	Accounting	\$ 1,175.01	\$ 975.00	\$ 1,500.00	
62890	Facilities and Equipment (Rent, Equipment Rental)	\$ 6,078.78	\$ -	\$ 4,300.00	Addition of rent starting 9/20
65005	Advertising and Promotions	\$ 1,126.50	\$ -	\$ 200.00	
65020	Office / Postage & Mailing / Printing & Copying	\$ 2,610.85	\$ 1,282.82	\$ 2,700.00	
65050	Telephone / Internet / Software	\$ 2,473.92	\$ 516.26	\$ 1,700.00	
65070	Event Supplies	\$ 6,091.97	\$ 50.00	\$ -	
63000	Matching Funds for DOLA Grant	\$ -	\$ 1,562.50	\$ 1,500.00	
65075	Program Supplies (Design Projects, Parade Supplies, Prizes/Awards)	\$ 8,886.80	\$ 2,529.86	\$ 500.00	
65100	Insurance	\$ 2,031.95	\$ 853.99	\$ 2,250.00	
66100	Payroll and Payroll Taxes	\$ 56,094.19	\$ 28,258.23	\$ 60,000.00	
68320	Travel and Meetings	\$ 792.12	\$ 1,394.88	\$ 2,500.00	*Covered by DOLA Training Scholarships
65072	Annual Meeting	\$ 1,000.00	\$ -	\$ -	
No Code	DOLA Consultant Services	\$ 19,000.00	\$ -	\$ -	
No Code	In-Kind Expenses	\$ 10,000.00	\$ -	\$ -	
No Code	Contingency	\$ -	\$ -	\$ 1,550.00	
	Total Expenses	\$ 138,723.94	\$ 44,395.54	\$ 87,200.00	
	Net Income	\$ 3,480.49	\$ 58,685.00	\$ -	

Project Cost Estimations	Total	MS Portion
Flower Planter Replacement	\$ 5,000.00	\$ 5,000.00
Annual Color	\$ 7,500.00	\$ 2,500.00
Christmas Décor	\$ 500.00	\$ 500.00
Downtown Clean Up	\$ 5,000.00	\$ 2,500.00
Downtown Furniture / Art	\$ 3,000.00	\$ 3,000.00
Well-O-Rama	\$ 13,000.00	\$ -
Main Street Market	\$ 5,000.00	\$ 1,500.00
Promotional Events (Trick or Treat, Oktoberfest, Etc.)	\$ 500.00	\$ 500.00
Front Porch Fridays	\$ 600.00	\$ 600.00
Annual Dinner	\$ 1,500.00	\$ 1,500.00
New Logo and Branding	\$ 1,000.00	\$ 1,000.00
Downtown Walking Tour	\$ 500.00	\$ 500.00
Total	\$ 43,100.00	\$ 19,100.00

Graduate Program

- ◆ The WCMSP has submitted our application for Graduate Status with Colorado Main Street
- ◆ Application reviews take 4-6 weeks
- ◆ Approval of our status change will result in an increase of our annual mini-grant dollars from \$5,000 to \$10,000
 - ◆ The Main Street Program has been awarded a five-year contract, securing those annual funds through 2025.
 - ◆ We may be able to borrow against those funds for up to three years or bank unused funds

Proposed MOU

- ◆ DOLA recommendation
- ◆ Formalized verbiage on deliverables and compensation
- ◆ Signed yearly by the Main Streets Board and Town of Wellington

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 defined in the said Development Agreement and as shown on the annexation map and on any subsequent subdivision or other plat. Owner warrants title to such dedicated property 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 that are included in the definition and listing of Public Improvements set forth in the Development Agreement and make all dedications as set forth in this agreement and the Development Agreement and as may be reasonably 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 such 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 (unless otherwise provided in the Development Agreement) 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. Off-site road improvement costs may be paid by Owner as agreed to in the Development Agreement, or other agreement as may be entered into by Owner and the Town.

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 agrees to meet the raw water dedication requirements as adopted by the Town or as may be agreed to in a Development Agreement.
- 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 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.

Owner agrees to pay a portion of costs for improvement 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"). Funding amounts for Owner costs shall be determined in the Development Agreement, or other

agreement as may be entered into between the Owner and Town. For purposes of this Annexation Agreement, Owner costs for Intersection Improvements will be determined for each Lot within the development at the time that Lot is developed, subdivided or otherwise improved.

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:

Semple, 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

POUDRE SCHOOL DISTRICT R-1

By: _____

Matt Bryant

Executive Director of Operations

Authorized Signatory (Board Resolution dated 11 June 2019 and recorded with the
Larimer County Clerk and Recorder at Reception Number 20190032049)_____)

XXXXXXXX

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 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 (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; 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 subject to the requirements set forth in Section 5.h) below.

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 but only to the extent that any existing overhead lines are associated with the construction of public improvements as follows: (i) Developer will convert the existing overhead electrical line to an underground electric line along the eastern boundary of the Development during construction of the associated public improvements along County Road 9 ; and, (ii) Developer will convert the existing overhead electrical line to an underground electric line along the southern boundary of the Development during construction of the associated public improvements along County Road 62E. Developer is not required to convert the existing overhead electrical line to an underground electric line along the north and west boundary of the Development unless and until such time as the adjacent Lots are developed.
- 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 three-inch (3-inch) domestic water tap and the Town is willing to provide a three-inch (3-inch) water tap to serve the development. Developer shall pay a water tap fee of \$109,843 for the requested three-inch (3-inch) tap and meter within sixty (60) days following mutual execution of this Development Agreement.

The raw water contribution requirement for the requested three-inch (3-inch) tap is _____ acre feet. The Town's adopted raw water contribution requirement rate accepts North Poudre Irrigation Company (NPIC) stock shares at a rate of 2.4 acre feet per share. _____ acre feet at the Town's adopted NPIC rate results in _____ shares of NPIC stock shares required. Developer shall provide _____ (##) 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.

	Sq Ft	Factor	Cost (\$.33 / sq ft x Factor)
Building Footprint Area	164,530	0.9	\$48,865.41
Concrete Paving	427,854	0.9	\$127,072.64
Asphalt Paving	554,274	1.0	\$182,910.42
Compacted Gravel	175,869	0.4	\$23,214.71
Landscaping Areas	2,084,604	0.0	\$0.00
Native Landscaping	2,016,722	0.0	\$0.00
Total Site	5,423,853		\$382,063.18

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 parties hereto agree that Developer's share of funding for offsite road improvements will be addressed in a separate agreement.

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) Future Development. The parties recognize that the Development will include a middle school / high school only. Any future development of additional sites within the Property (such as for an elementary school, middle school, and/or other facilities) will not commence until the parties hereto mutually execute a separate development agreement for such project(s).

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 the following:

An irrevocable and unconditional Letter of Credit, issued by a financial institution reasonably approved by the Town, in an amount determined by mutual agreement of the Parties to be equal to the estimated total cost of the Public Improvements.

All Letters of Credit 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:

Semple, 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

Troy Hamman, Mayor

ATTEST:

_____, Town Clerk

Approved as to form:

March and Olive, LLC
Town Attorney

By: _____
J. Brad March

POUDRE SCHOOL DISTRICT R-1

Matt Bryant
Executive Director of Operations
Authorized Signatory (Board Resolution dated 11 June 2019 and recorded with the
Larimer County Clerk and Recorder at Reception Number 20190032049)

EXHIBIT A
Property Description

DRAFT

IRREVOCABLE STANDBY LETTER OF CREDIT

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.

County Road 62E:

Asphalt/Striping = \$400,000

Sanitary = \$675,000

Water = \$580,000

Traffic Control = \$45,000

Survey = \$25,000

Concrete = \$550,000

County Road 9:

Asphalt/Striping = \$435,000

Sanitary added next to roadway = \$450,000

Traffic Control = \$35,000

Survey = \$15,000

Concrete = \$350,000



Board of Trustees Meeting

Date: September 22, 2020

Submitted By:

Proposed Ordinance - An Ordinance Concerning the Regulation of Retail and Medical Marijuana Stores in the Town of Wellington

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Retail Marijuana Sales
2. Marijuana Proposed Ordinance Memo

INITIATIVE PETITION

Petition Section ____

WARNING: IT IS AGAINST THE LAW:

For anyone to sign any initiative or referendum petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign a petition when not a registered elector who is eligible to vote on the measure.

**DO NOT SIGN THIS PETITION UNLESS YOU ARE A REGISTERED ELECTOR
AND ELIGIBLE TO VOTE ON THIS MEASURE.**

**TO BE A REGISTERED ELECTOR, YOU MUST BE
A CITIZEN OF COLORADO AND REGISTERED TO VOTE.**

Do not sign this petition unless you have read or have had read to you the proposed initiative or referred measure or the summary in its entirety and understand its meaning.

SUMMARY: The proposed initiative seeks to remove the prohibition of medical and retail marijuana sales in the Town of Wellington.

Full Text of Measure:

Be it enacted by the Town of Wellington:

Ordinance Concerning the Regulation of Retail and Medical Marijuana Stores in the Town of Wellington

WHEREAS, in November 2012, Colorado voters approved Amendment 64 to the Colorado Constitution ("Amendment 64"), codified as Section 16 of Article XVIII of the Colorado Constitution, concerning the personal use and regulation of marijuana; and

WHEREAS, Amendment 64 generally allows persons twenty-one years of age or older to consume or possess limited amounts of marijuana and provides for the licensing of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores; and

WHEREAS, Amendment 64 further provides that local governments may adopt their own regulations governing certain aspects of marijuana-related businesses; and

WHEREAS, the Town of Wellington would benefit from the presence of retail and medical marijuana stores so that adults can safely purchase retail and medical marijuana and the Town can generate additional tax revenue.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO OR THE REGISTERED ELECTORS OF THE TOWN OF WELLINGTON, COLORADO, THAT:

Section 1. Article 13.6 of Chapter 2 of the Wellington Municipal Code is hereby repealed in its entirety.

Section 2. A new Article 14 is hereby added to Chapter 2 of the Wellington Municipal Code and shall read as follows:

Article 14 – RETAIL AND MEDICAL MARIJUANA STORES

Sec. 14-10 Purpose.

- A. The Board of Trustees hereby declares that this Article shall be deemed an exercise of the police powers of the Town for the protection of the economic and social welfare and the health, peace, and morals of the people of the Town.
- B. The Town further declares that it is unlawful to cultivate, manufacture, distribute, or sell Retail Marijuana or Medical Marijuana, except in compliance with the terms, conditions, limitations, and restrictions set forth in this Chapter, Section 16 of Article XVIII of the State Constitution and Article 43.4 of Title 12, C.R.S. (the Colorado Retail Marijuana Code) or Article 43.3 of Title 12, C.R.S. (the Colorado Medical Marijuana Code).

Sec. 14-20 Powers and Duties of the Local Licensing Authority.

- A. The Local Licensing Authority shall grant or refuse local Licenses for the sale of Retail Marijuana or Medical Marijuana as provided by law; suspend, fine, restrict, or revoke such Licenses upon a violation of this Article or a rule promulgated pursuant to this Article; and may impose any penalty authorized by this Article or any rule promulgated pursuant to this Article. The Local Licensing Authority may take action with respect to a License accordance with the procedures established pursuant to this Article.
- B. The Local Licensing Authority shall promulgate such rules and make such special rulings and findings as necessary for the proper regulation and control of the distribution and sale of Retail Marijuana and for the enforcement of this Article.
- C. The Local Licensing Authority hereby adopts the minimum licensing requirements of Article 43.4 of Title 12 C.R.S. to apply to the issuance of a Retail Marijuana Store License.
- D. The Local Licensing Authority hereby adopts the minimum licensing requirements of Article 43.3 of Title 12 C.R.S. to apply to the issuance of a Medical Marijuana Store License.
- E. On and after January 1, 2021, the Local Licensing Authority shall begin processing applications under this Chapter, and shall process the applications in the order they are received. The Local Licensing Authority shall administratively approve any License application under this Chapter so long as the conditions set forth in this Chapter are met and the applicant has paid the operating fee and any other fees required by this Chapter.
- F. Notwithstanding any of the foregoing, if the Local Licensing Authority received any applications submitted to the State Licensing Authority for a Retail or Medical Marijuana store in the Town prior to the effective date of this ordinance, any such applications shall be deemed “received” for purposes of establishing priority under this section, as long as the application either remains active with the State Licensing Authority or is re-submitted in substantially similar form to the State Licensing Authority within 15-days after the effective date of this ordinance.

Sec. 14-30 Definitions.

Any word or term used that is defined in any of the following provisions shall have the same meaning that is ascribed to such word or term as used in the following provisions: Article XVIII, Section 16 (2) of the Colorado Constitution; the Colorado Retail Marijuana Code, C.R.S. §12- 43.4-101, *et seq.*; Article XVIII, Section 14 (l)(f) of the Colorado Constitution; C.R.S. §25-1.5- 101, *et seq.*; or the Colorado Medical Marijuana Code, C.R.S. §12-43.3-101, *et seq.*

Colorado Medical Marijuana Code: Article 43.3 of Title 12 of the Colorado Revised Statutes, as amended, and any regulations promulgated thereto.

Colorado Retail Marijuana Code or CRMC: Article 43.4 of Title 12 of the Colorado Revised Statutes, as amended, and any regulations promulgated thereto.

Direct Measurement: A straight line from the nearest property line of the school or campus to the nearest portion of the building used for marijuana sales.

License: A license or registration granted pursuant to this Article.

Licensed Premises: The premises specified in an application for a License under this Article, which are owned or in possession of the Licensee and within which the Licensee is authorized to distribute, or sell Retail Marijuana in accordance with the provisions of the Colorado Retail Marijuana Code.

Licensee: A person licensed or registered pursuant to the Colorado Retail Marijuana Code and this Article.

Local Licensing Authority: The Board of Trustees of the Town of Wellington.

Local Licensing Official: The Town Clerk or other designee of the Local Licensing Authority.

Location: A particular parcel of land that may be identified by an address or other descriptive means.

Person: A natural person, partnership, association, company, corporation, limited liability company, or organization, or a manager, agent, owner, director, servant, officer, or employee thereof.

Premises: A distinct and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

School: A public or private preschool or a public or private elementary, middle, junior high, or high school, college or principal campus of a college (and including the new Middle / High School at Wellington not open as of the adoption of this ordinance).

State Licensing Authority: The Authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution, and sale of Medical and Retail Marijuana in this State, pursuant to Articles 43.3 and 43.4 of Title 12 C.R.S.

Sec. 14-40 Applications-Licenses.

- A. Dual Operation. An applicant for a Retail Marijuana Store License under this Article may co-locate a Medical Marijuana Store and a Retail Marijuana Store at the same location as permitted by the Colorado Retail Marijuana Code.
- B. Application Forms. An application for a License shall be filed with the Local Licensing Authority on forms provided by the State and Local Licensing Authority. The application shall contain such information as the State and Local Licensing Authority may require. Each application shall be verified by the oath or affirmation of the persons prescribed by the State and Local Licensing Authority. Upon receipt of notice from the State Licensing Authority of the application for a license under the Colorado Retail Marijuana Code (or the Colorado Medical Marijuana Code), the Local Licensing Authority shall determine whether the applicant qualifies for licensure under this Article. The Local Licensing Authority shall notify the state and the Applicant in writing of its determination as to whether the applicant qualifies for licensure as a Retail or Medical Marijuana Store no later than thirty (30) days from the date the application was originally received by the Local Licensing Authority.
- C. Other Requirements. An applicant shall file, at the time of application for a License, plans and specifications for the interior of the building, and shall also include at the time of application proof of possession of the real property where the building is or will be located.

Sec. 14-50 Denial of Application.

- A. The Local Licensing Authority shall deny a Local License only if the premises on which the applicant

proposes to conduct its business do not meet the requirements of this Article.

- B. If the Local Licensing Authority denies a Local License, the Applicant shall be entitled to a hearing pursuant to this Article. The Local Licensing Authority shall provide written notice of the grounds for denial of the Local License to the applicant.
- C. If an application is denied, the Licensing Authority shall set forth in writing the grounds for denial.

Sec. 14-60 Persons Prohibited as Licensees.

The Local Licensing Authority hereby adopts the provisions and restrictions set forth in the Colorado Retail Marijuana Code.

Sec. 14-70 Restrictions for Applications for Marijuana Store Licenses.

- A. The Local Licensing Authority shall not receive or act upon an application for the issuance of a State or Local License pursuant to this Article:
 - 1. Until it is established that the applicant is, or will be, entitled to possession of the premises for which application is made under a lease, rental agreement, or other arrangement for possession of the premises or by virtue of ownership of the premises;
 - 2. For a Location in an area where the sale of Retail or Medical Marijuana as contemplated is not permitted under the applicable zoning laws, which restrictions shall be as follows (and the Town's zoning laws shall be amended as follows):

Retail or Medical Marijuana stores shall only be permitted in the C-3 zoning district. In addition, the following setbacks will apply: Retail or Medical Marijuana stores shall not be permitted to be located within two-thousand (2,000) feet of: any parcel containing a school; and Retail or Medical Marijuana stores shall not be permitted to be located within five-hundred (500) feet of: parcels zoned P (Public District) or any parcel containing another Retail or Medical Marijuana store; and Retail or Medical Marijuana stores shall not be permitted to be located within two-hundred (200) feet of: parcels zoned R-1 (Residential District), R-2 (Residential District) or R-4 (Residential District).

- B. In addition to the requirements of C.R.S. §12-43.4-301, the Local Licensing Authority shall consider the evidence and make a specific finding of fact as to whether the building in which Retail or Medical Marijuana is to be sold is located within any distance restrictions established by, or pursuant to, this section.
- C. The distances referred to in this Article are to be computed by direct measurement from the nearest property line of the applicable setback parcel to the nearest portion of the Retail or Medical Marijuana Store.

Sec. 14-80 Transfer of Ownership.

- A. A State or Local License granted under the provisions of this Article shall not be transferable except as provided below, but this Section shall not prevent a change of location as provided in C.R.S. §12-43.4-309.
- B. For a transfer of ownership, a License Holder shall apply to the State and Local Licensing Authorities on forms prepared and furnished by the State Licensing Authority. The Local Licensing Authority must allow any proposed transfer approved by the State Licensing Authority, but may charge a fee not to exceed \$1,000 to process such transfer.

Sec. 14-90 Review and Approval of License.

The Local Licensing Authority adopts the provisions and restrictions set forth in C.R.S. §12- 43.4-

309 and this Article.

Sec. 14-100 Licensing Renewal.

- A. A Licensee shall apply for the renewal of an existing License to the Local Licensing Authority not less than thirty (30) days prior to the date of expiration. A Local Licensing Authority shall not accept an application for renewal of a License after the date of expiration, except as provided in subsection (B) of this Section. The State Licensing Authority may extend the expiration date of the License and accept a late application for renewal of a License provided that the applicant has filed a timely renewal application with the Local Licensing Authority. All renewals filed with the State Licensing Authority and subsequently approved by the State Licensing Authority shall next be processed by the Local Licensing Authority. The Local Licensing Authority, in its discretion, subject to the requirements of this Article and based upon reasonable grounds, may waive the thirty (30) day time requirement set forth in this Article. The Local Licensing Authority may hold a hearing on and/or denial of the application for renewal only if the State Licensing Authority rejects the renewal application.
- B. 1. Notwithstanding the provisions of subsection (A) of this Section, a Licensee whose License had been expired for not more than thirty (30) days may file a late renewal application upon the payment of a nonrefundable late application fee of five hundred dollars (\$500.00) to the Local Licensing Authority. A Licensee who files a late renewal application and pays the requisite fees may continue to operate until both the State and Local Licensing Authorities have taken final action to approve or deny the Licensee's Late Renewal Application.
2. Notwithstanding the amount specified for the Late Application Fee, the State and Local Licensing Authority by rule or as otherwise provided by law may, in its discretion, reduce the amount of the fee.

Sec. 14-110 Fees.

Every Retail and Medical Marijuana Store shall pay an operating fee at the time of its initial application for licensure and a renewal fee at the time of each application for License renewal. This fee is imposed to offset the cost of administering this License. The initial application fee and renewal fee shall be determined by the Board of Trustees and set by Resolution, but in no event shall either fee exceed one thousand five-hundred dollars (\$1,500.00).

Sec. 14-120 Hours of Operation.

A Retail or Medical Marijuana Store may engage in the sale of marijuana or marijuana products between the hours of 8:00 a.m. and 9:00 p.m. daily; provided, however, that the Board of Trustees may at its discretion extend, but not further limit, such hours of operation.

Sec. 14-130 Disciplinary Actions: Suspension-Revocation-Fines.

- A. In addition to any other sanctions prescribed by the State Licensing Authority, the Local Licensing Authority has the power, on its own motion after investigation and opportunity for a public hearing at which the Licensee shall be afforded an opportunity to be heard; to suspend or revoke a License issued by the Local Licensing Authority for a violation specified in subsection (B) below. The Local Licensing Authority has the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books, and records necessary to the determination of a hearing.
- B. The grounds for the Local Licensing Authority to take disciplinary action are limited to a situation where the Licensed Premises have been consistently operated in a manner that adversely affects, and creates an ongoing emergency regarding, the public health, welfare or the safety of the immediate neighborhood in which the establishment is located. Evidence to support such a finding must at least include: (i) a continuing pattern of convictions for offenses against the public peace, or (ii) a continuing pattern of convictions for criminal conduct under state or local law directly related to or arising from the Licensed Premises.

- C. 1. The Local Licensing Authority may, in its sole discretion, issue a fine in lieu of a suspension. When determining whether to impose a fine in lieu of a suspension, the Local Licensing Authority may make findings that:
- a. The public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes;
 - b. The books and records of the Licensee are kept in such a manner that the loss of sales that the Licensee would have suffered had a suspension gone into effect can be determined with reasonable accuracy; and
 - c. The Licensee has not had his or her License suspended or revoked during the 12-months immediately preceding the date of the motion or complaint that resulted in a final decision to suspend the License.
2. The fine accepted shall be: (a) not less than five-hundred dollars (\$500.00) nor more than two thousand five-hundred dollars (\$2,500.00) for license infractions of a minor nature that do not directly impact the public health, safety, or welfare which shall include but are not limited to failure to display badges, unauthorized minor modifications of premises of a minor nature, minor clerical errors in inventory tracking procedures; and (b) not less than one-thousand dollars (\$1,000.00) nor more than ten-thousand dollars (\$10,000.00) for violations that have an immediate impact on the public health, safety, or welfare, including, but not limited to, a violation of C.R.S. §12-43.4-901(4)(e).
3. Payment of a fine shall be in the form of cash or in the form of a certified check or cashier's check made payable to the Local Licensing Authority, whichever is appropriate.
- D. Upon payment of the fine, the Local Licensing Authority shall enter its further order permanently staying the imposition of the suspension. If the fine is paid to a Local Licensing Authority, the governing body of the Authority shall cause the moneys to be paid into the General Fund of the Local Licensing Authority.
- E. If the Local Licensing Authority does not make the findings required in this Section and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date finally set by the Local Licensing Authority.

Sec. 14-140 Inspection of Books and Records-Inspection Procedures.

- A. Each Licensee shall keep a complete set of all records necessary to show fully the business transactions of the Licensee, all of which shall be open at all times during business hours for the inspection and examination by the Local Licensing Authority or its duly authorized representatives. The Local Licensing Authority may require any Licensee to furnish such information as it considers necessary for the proper administration of this Article and may require an audit to be made of the books of account and records on such occasions as it may consider necessary.
- B. The Licensed Premises, including any places of storage where Retail or Medical Marijuana is stored, sold or dispensed shall be subject to inspection by the Local Licensing Authorities and their investigators, during all business hours for the purpose of inspection or investigation. For examination of any inventory or books and records required to be kept by the Licensees, access shall be required during business hours. Where any part of the Licensed Premises consists of a locked area, upon demand to the Licensee, such area shall be made available for inspection without delay, and, upon request by authorized representatives of the State or Local Licensing Authority, the Licensee shall open the area for inspection.
- C. Each Licensee shall retain all books and records necessary to show fully the business transactions of the Licensee for a period of the current tax year and the three (3) immediately prior tax years.

Sec. 14-150 Licensing Authority Established.

There is hereby established a Local Licensing Authority to issue only the following Medical and Retail Marijuana Licenses upon payment of a fee and compliance with all Local Licensing requirements to be determined by the Local Licensing Authority as set forth in Article 43.3 and 43.4 of Title 12, C.R.S.:

1. A Medical Marijuana Center License.
2. A Retail Marijuana Store License.

Sec. 14-160 Other Marijuana Licenses Prohibited.

Except for the specific licenses the Local Licensing Authority is authorized to issue pursuant to this Article, no other retail or medical marijuana licenses may be issued, including licenses for marijuana cultivation facilities, marijuana testing facilities, or marijuana products manufacturers.

Section 3. The Board of Trustees declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

Section 4. All the provisions of the Wellington Municipal Code as heretofore adopted that are in conflict with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 5. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published or posted. This Ordinance shall become effective immediately upon adoption or passage by the voters.

Pursuant to §31-11-106 (2) C.R.S., each petition section shall designate by name and mailing address two persons who shall represent the proponents in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed.

1. **Amie Rakoczy** **5856 S. Lowell Blvd., Unit 32, #242, Littleton, CO, 80123**
2. **Tim Morgen** **5856 S. Lowell Blvd., Unit 32, #242, Littleton, CO, 80123**

INITIATIVE PETITION

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1.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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2.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
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	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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21.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
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	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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27.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
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29.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
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30.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
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35.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
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36.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
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	Printed last name	Printed first name	Date of Signing
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	_____	_____	_____
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- | | | |
|----|--------------|---|
| 1. | Amie Rakoczy | 5856 S. Lowell Blvd., Unit 32, #242, Littleton, CO, 80123 |
| 2. | Tim Morgen | 5856 S. Lowell Blvd., Unit 32, #242, Littleton, CO, 80123 |

AFFIDAVIT OF PETITION CIRCULATOR

I, _____, hereby certify that:

1. I have read and understand the laws governing circulations of petitions in Colorado;
2. I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors;
3. I circulated this section of the petition;
4. Each signature thereon was affixed in my presence;
5. Each signature thereon is the signature of the person whose name it purports to be;
6. To the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector;
7. I have not paid or will not in the future pay and I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to the petition; and
8. I currently reside at the following address:

Street Address: _____

City, State, Zip Code: _____

County: _____

FURTHER, Affiant sayeth not.

[printed name of circulator]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by
_____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Memo

March & Olive, LLC

TO: Kelly Houghteling, Interim Town Administrator; Krystal Eucker, Wellington Town Clerk; Wellington Town Board

FROM: Brad March
March and Olive, LLC
1312 S. College Avenue, Fort Collins, CO
[970-482-4322](tel:970-482-4322)(p); [970-482-5719](tel:970-482-5719)(f)

RE: Initiated election petitions

DATE: September 6, 2020

This memorandum is intended to summarize the status of the citizen proposed initiated marijuana ordinances (the Initiated Ordinances) and the election likely required as a result of the filing of the initiative petitions. Unfortunately, it was discovered late Friday (9/4) that one of the timeline dates as set out in CRS § 31-10-108¹, related to scheduling a special election was not met.

The clerk has provided a list of dates which the statute keys to, dates include:

July 30, 2020 – Petition submission date
August 20, 2020 – Statement of sufficiency issued.
Nov 3, 2020 – General election date

Assuming that the Board does not adopt the citizen proposed ordinances, the statutory scheme requires that the ordinances be sent on to the voters. Based on cost considerations a recommendation was made to the board that the town schedule its own special election on the same day as the general election to allow the voters to determine whether the initiated ordinances would be adopted. The statute provides that a special election by mail in ballot may be held at the same time as the general election, but the election must be called at least 60 days before November 3rd². That is, the election needed to be called before September 4th. The clerk prepared resolutions to call the special election to be presented to the Board on September 8th, the date however was unfortunately outside the sixty (60) day limit set by the statute. As the general election date cannot be met, the election date cannot be held until 32 days after the general election or, December 7, 2020. The TABOR election cannot be held until later in 2021 and is discussed further below.

Board action of proposed ordinances or forwarding to voters. CRS 31-11-104 provides that a proposed /initiated ordinance may be adopted by the town board as an ordinance of the town within 20 days of a finding of sufficiency by the clerk. This provision allows the board to adopt the Initiated Ordinance

¹ See clerk memo for text of statute.

² 31-10-108

without alteration on or before September 8th. If the board does not act and the Initiated Ordinance is not adopted, the ordinance must be submitted to the voters not less than 60 days and not more than 150 days after the clerk's statement of sufficiency is issued.³ By y calculation this requires the election to be held no later than January 17, 2021.

Protest. By 21-11-110(1) Any registered elector who resides in the municipality may file, a protest in writing under oath with the clerk, challenge the sufficiency of the petition, setting forth specifically the grounds for such protest. The protest must be filed within 40 days after the initiative petition was originally filed with the clerk. The protest period will expire on September 8th.⁴ The grounds for a protest may include, but are not limited to, failure of the petition or circulator to meet the requirements of the article. A resolution has been prepared and will be submitted to the board on September 8th for approval, designating the municipal judge, rather than the clerk as the hearing officer to hear any protest. If a protest is filed, the hearing officer's decision can be appealed to the Larimer County courts.

Sales tax and TABOR. Colorado law allows municipalities, in addition to charging the municipality's normally charged sales tax and taxes apportioned by the state ⁵ to charge a special retail marijuana sales tax.⁶ The second proposed Initiated Ordinance provides that the Town would initially charge a 3.5% special sales tax, which could be increased by the Board to as much a 5% special sales tax. Under TABOR and the terms of the special sales tax statute tax increase measures must be approved by the voters and can only be submitted to the electorate at specified times. The TABOR amendment⁷ at part 3(a) provides:

Ballot issues shall be decided in a state general election⁸, biennial local district election, or on the first Tuesday in November of odd-numbered years. [D]istricts⁹ may consolidate ballot issues and voters may approve a delay of up to four years in voting on ballot issues. District actions taken during such a delay shall not extend beyond that period.

The special sales tax statutory provision likewise provides:

§ 29-2-115. Retail marijuana sales tax - county - municipality - election - legislative declaration - definition

- (4) (a) Each municipality in the state is authorized to levy, collect, and enforce a municipal special sales tax upon all sales of retail marijuana and retail marijuana products...

- (b) No special sales tax shall be levied pursuant to subsection (4)(a) of this section until the proposal has been referred to and approved by the eligible electors of the municipality in accordance with article 10 of title 31. Any proposal for the levy of a special sales tax in accordance with subsection (4)(a) of this section must be submitted to the eligible electors of the municipality on the date of the state general election, on the first Tuesday in November of an odd-numbered year, or on the date of a municipal biennial election. Any election on the proposal must be conducted by the clerk of the municipality in accordance with the "Colorado Municipal Election Code of 1965", article 10 of title 31.

Because of the 31-10-108 scheduling issue surrounding the special meeting it is not possible to present the special tax to the voters at the upcoming general election. The first opportunity to place the issue of the special tax before the voters would be November 2, 2021, the first Tuesday in November of the odd-numbered year.

Circulator petitions. A question was raised with me as to whether the petitioners complied with 31-11-113. I was not asked to review the full petition submissions and do not know whether the report required by 31-11-113 was turned into the clerk at the time the fully signed Initiated Ordinances were filed with the Clerk's office or, if filed, whether the report was sufficient under the statute. The statute provides that the proponents must file a report disclosing the amount paid per signature and the total amount paid to each circulator. The filing is to be made at the same time the signatures on the Initiated Ordinance(s) are filed. I have had concerns surrounding the enforceability of the 31-11-113 requiring the report but, the statutory requirements, although perhaps suspect, remain a part of the statutory scheme for filing citizen-initiated ordinances and should have been complied with.

³ This is subject to the requirements of 31-10-108 that no special election may be called within sixty days before the date thereof, nor shall any special election be held within the thirty-two days before or after the date of the general election unless a mail ballot election is approved as a special election 60 days before the general election.

⁴ 31-11-110

⁵ Title 39, Article 28, Part 2

⁶ 29-2-15.

⁷ Constitution Article X sec 20

" § 1-1-104 (17) General election" means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.

31-10-101(10) Municipal election - Regular election" means: (a) Before July 1, 2004, the election held in towns on the first Tuesday of April in each even-numbered year; the election held in cities on the first Tuesday of November in each odd-numbered year; and the election held in any other municipality at which the regular election of officers takes place; (b) On and after July 1, 2004, the election held in any municipality in accordance with paragraph (a) of this subsection (10) unless a majority of the registered electors of the municipality voting on the question have voted to hold the regular election on a date different than specified in paragraph (a) of this subsection (10) pursuant to section 31-10-109(1), in which case "regular election" means, for any particular municipality, the date on which the regular election of officers takes place as determined by the registered electors of the municipality.

⁹ For purposes of TABOR the Town is a district.

The validity of placing restrictions on circulators has been the subject of challenges before various courts, most notably the United States Supreme Court in *Buckley v. American Constitutional Law Foundation*, 119 S.Ct. 636, 525 U.S. 182, 142 L.Ed.2d 599, 67 U.S.L.W. 4043 (1999). The *Buckley* case involved the state's initiative process¹⁰ and dealt with required disclosure of paid circulator identities and other paid circulator information. The legislature did not change/modify the requirements of 31-11-113 after *Buckley*.¹¹)

The statute that requires the report that is to be filed with the clerk was adopted in 1995, before the *Buckley* decision. The statute only requires disclosure of the amount paid per signature and the amount paid to circulate and does not require that the amount paid to each circulator be disclosed. The report requirement may be enforceable after *Buckley*.^{12 13}

Petition deficiencies. I have reviewed the form of the petitions with an agent of the Colorado Department of Revenue Marijuana Enforcement Division who characterized the form of the petitions, specifically the petition allowing for marijuana sales, as "a mess." The most noted concern is that the Initiated Ordinance's proposed Article 14 references the Colorado's Medical Marijuana Code as being codified at Title 12 Article 43.3 and Retail Marijuana Code as being codified at Title 12 Article 43.4. At section 14-10 the Initiated Ordinance recites that Retail Marijuana and Medical Marijuana may only be sold as allowed by the "Colorado Retail Marijuana Code" and the Colorado Medical Marijuana Code. The Colorado Retail Marijuana and the Colorado Medical Marijuana Code are currently embodied in state statutes at Title 44 article 11 (as opposed to Title 12 Article 43.3) as the Colorado Medical Marijuana

¹⁰ State initiative process at 1-40-101 et seq, municipal initiative proves at 31-11-101 et seq.

¹¹ The majority opinion of the court stated - we agree with the Court of Appeals appraisal: Listing paid circulators and their income from circulation "forc[es] paid circulators to surrender the anonymity enjoyed by their volunteer counterparts," 120 F. 3d, at 1105;^[24] no more than tenuously related to the substantial interests disclosure serves, Colorado's reporting requirements, to the extent that they target paid circulators, "fai[l] exacting scrutiny."

- ¹² For other cases involving similar initiated petition circulator issues see *Independence Inst. v. Gessler*, 936 F. Supp. 2d 1256 (D. Colo. 2013), signature compensation for petition circulators violates the first amendment of the United States constitution; *Am. Constitutional Law Found., Inc. v. Meyer*, 120 F.3d 1092 (10th Cir. 1997), aff'd, 525 U.S. 182, 119 S. Ct. 636, 142 L. Ed. 2d 599 (1999); requirement that circulators be registered voters is not narrowly tailored to a compelling state interest, it unconstitutionally impinges on free expression; *Buckley v. Am. Constitutional Law Found.*, 525 U.S. 182, 119 S. Ct. 636, 142 L. Ed. 2d 599 (1999) Badge requirement is unenforceable. *Meyer v. Grant*, 108 S.Ct. 1886, 486 U.S. 414, 100 L.Ed.2d 425, 56 U.S.L.W. 4516 (1988), state may not prohibit paid circulators.

¹³ Justice Thomas in his concurrence to the *Buckley* decision notes: "Even assuming that Colorado has a compelling interest in identifying circulators, its law does not serve that interest. The State requires that proponents identify only the names of *paid* circulators, not *all* circulators. The interest in requiring a report as to the money paid to each circulator by name, as the majority points out, *ante*, at 201, has not been demonstrated.

Code and Title 44, Article 12 (as opposed to Title 12 Article 43.4) as the Colorado Retail Marijuana Code. The Colorado Medical Marijuana Code and the Colorado Retail Marijuana Code are to be replaced effective January 1, 2021 (the date the proposed ordinance goes into effect) and the governing statutes will be located at title 44, Article 10, and the designation as the Colorado Medical Marijuana Code and the Colorado Retail Marijuana Code will be eliminated and the code will be titled as the “Colorado Marijuana Code”^{14, 15} Throughout the Initiated Ordinance’s proposed new Article 14 to the Town Code the incorrect citations are referenced. For example, the proposed Sec 14-20, C and D provide that the Local Licensing Authority adopts the minimum licensing requirements of Title 12, Article 43.4 and 43.3. No such minimum standards exist that correspond to these citations. Further, the initiated ordinance, including at Sec 14-20 provides for a Local Licensing Authority and recites actions that are being taken by the local Licensing Authority when no Local Licensing Authority has been created by the Town¹⁶. The following references are to concerning provisions of the Initiated Ordinance proposed code (identified as SEC 14-**) and corresponding concerns with the concerns indented below each quoted Initiated Ordinance section.

Proposed Sec 14-30 defines:

Colorado Medical Marijuana Code: Article 43.3 of Title 12 of the Colorado Revised Statutes, as amended, and any regulations promulgated thereto.

This code will no longer exist after 2020 and has not existed since at least 2018 at the citation reference

Colorado Retail Marijuana Code or CRMC: Article 43.4 of Title 12 of the Colorado Revised Statutes, as amended, and any regulations promulgated thereto

This code will no longer exist after 2020 and has not existed since at least 2018 at the citation reference

Direct Measurement: A straight line from the nearest property line of the school or campus to the nearest portion of the building used for marijuana sales.

CRS 44-10-311(d)(II) The distances referred to in this subsection (1)(d) are to be computed by direct measurement from the nearest property line of the land used for a school or campus to the nearest portion of the building in which medical marijuana is to be sold, using a route

¹⁴ Marijuana Code was re-codified in 2018 by HB1023 and is now found at Title 44, articles 11 and 22 of the Colorado statutes and in 2019 by SB 19-224 and as of January 1, 2021 will be effective at Title 44 Article 10.

¹⁵ See also references to Colorado Medical Marijuana Code and Colorado Retail Marijuana code with statutory cites as Sec 1-30 definitions.

¹⁶ By the Initiated Ordinance the Licensing Authority is created by Sec 14-150 Can the voters create the Local Licensing Authority and in the same initiated action act for the Licensing authority? Is an act of the Local Licensing Authority, a quasi-judicial body, administrative or legislative in nature?

of direct pedestrian access.¹⁷ This measurement formula inappropriately differs from the statutory scheme.

44-10-302 references time place manner and number restrictions which may be adopted by the Town in relation to Retail Marijuana licensing.

License: A license or registration granted pursuant to this Article.

The Initiated Ordinance at Sec. 14-150 (1) related to the Local Licensing Authority recites that the Local Licensing Authority is authorized (according to the prior law at title 12) to issue Medical Marijuana Center Licenses. CRS 4-10-501 references the license to be issued as a Medical Marijuana Store Licenses rather than a Medical Marijuana Center License¹⁸. Medical Marijuana Center Licenses will no longer exist after January 1, 2021.

Local Licensing Authority: The Board of Trustees of the Town of Wellington.

The statute provides that the Town Board may be the local licensing authority but allows the board to designate a separate licensing authority. The Initiated Ordinance definition requires that the Town Board must serve as the licensing authority.

44-10-103(28) "Local licensing authority" means an authority designated by municipal, county, or city and county charter, ordinance, or resolution, or the governing body of a municipality or city and county, or the board of county commissioners of a county if no such authority is designated.

Local Licensing Official: The Town Clerk or other designee of the Local Licensing Authority.

The term Local Licensing official is defined in the proposed ordinance, but the term is not used otherwise in the proposed ordinance nor does it appear that the term is used in the Colorado Marijuana Code.

Person: A natural person, partnership, association, company, corporation, limited liability company, or organization, or a manager, agent, owner, director, servant, officer, or employee thereof.

44-10-103(48) defines a person as defined by 7-90-102 which adopts the definitions as "Person" means an individual, an estate, a trust, an entity, or a state or other jurisdiction.

Premises: A distinct and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

44-10-103(49) defines "Premises" means a distinctly identified, as required by the state licensing authority, and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

¹⁷ See also Sec 14-70-(c) The distances referred to in this Article are to be computed by direct measurement from the nearest property line of the applicable setback parcel to the nearest portion of the Retail or Medical Marijuana Store.

¹⁸ Medical Marijuana Center Licenses may be issued through 2020 by 44-11-401, the new Colorado Marijuana Code provides for Medical Marijuana Store Licenses, 44-10-401(2)(a). Medical Marijuana Center Licenses will no longer exist after January 1, 2021.

School: A public or private preschool or a public or private elementary, middle, junior high, or high school, college or principal campus of a college (and including the new Middle / High School at Wellington not open as of the adoption of this ordinance).

44-10-103(67) defines "School" means a public or private preschool or a public or private elementary, middle, junior high, or high school or institution of higher education.¹⁹

State Licensing Authority: The Authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution, and sale of Medical and Retail Marijuana in this State, pursuant to Articles 43.3 and 43.4 of Title 12 C.R.S.

Defined according to wrong statutory citation. Should be defined by 44-10-103(69) with reference to "regulated marijuana in this State, pursuant to section 44-10-201."

14-40 Applications-Licenses.

- A. Dual Operation. An applicant for a Retail Marijuana Store License under this Article may co-locate a Medical Marijuana Store and a Retail Marijuana Store at the same location as permitted by the Colorado Retail Marijuana Code.

§ 44-10-313 (12) provides each license issued under this article 10 is separate and distinct. It is unlawful for a person to exercise any of the privileges granted under a license other than the license that the person holds or for a licensee to allow any other person to exercise the privileges granted under the licensee's license. A separate license is required for each specific business or business entity and each geographical location.

- B. An application for a License shall be filed with the Local Licensing Authority on forms provided by the State and Local Licensing Authority. The application shall contain such information as the State and Local Licensing Authority may require. Each application shall be verified by the oath or affirmation of the persons prescribed by the State and Local Licensing Authority. Upon receipt of notice from the State Licensing Authority of the application for a license under the Colorado Retail Marijuana Code (or the Colorado Medical Marijuana Code), the Local Licensing Authority shall determine whether the applicant qualifies for licensure under this Article. The Local Licensing Authority shall notify the state and the Applicant in writing of its determination as to whether the applicant qualifies for licensure as a Retail or Medical Marijuana Store no later than thirty (30) days from the date the application was originally received by the Local Licensing Authority.

The filing requirements seem to follow 44-10-301. The statute contains no 30-day response requirement. 44-10-302 references time place manner and number restrictions which may be adopted by the Town. Sec. 14-50, speaks to denial of licenses and it is not clear if the Town may adopt more restrictive time place manner and number restrictions beyond those set forth in the initiated ordinance

- C. If an application is denied, the Licensing Authority shall set forth in writing the grounds for denial.

This is likely compliant with the statute, § 44-10-304(3) provides that within thirty days after the public hearing or completion of the application investigation, a local licensing authority shall issue its decision approving or denying an application for local licensure. The decision must be in writing and must state the reasons for the decision. The local

¹⁹ Caveat, is a day care facility a pre-school?

licensing authority shall send a copy of the decision by certified mail to the applicant at the address shown in the application.

Sec. 14-60 Persons Prohibited as Licensees.

Sec. 14-70 Restrictions for Applications for Marijuana Store Licenses.

The Local Licensing Authority hereby adopts the provisions and restrictions set forth in the Colorado Retail Marijuana Code.

After January 1, 2021, there is no longer a Colorado Retail Marijuana Code. By this section the Initiated Ordinance purports to act on behalf of the Local Licensing Authority.

A(1) Until it is established that the applicant is, or will be, entitled to possession of the premises for which application is made under a lease, rental agreement, or other arrangement for possession of the premises or by virtue of ownership of the premises;

Seems to comply with § 44-10-311 (2) § 44-10-313(1)(b) and (8)(b)

A(2) Retail or Medical Marijuana stores and establishes 2000 foot setback form schools, (500) feet of: parcels zoned P (Public District) or another Retail or Medical Marijuana store; and two-hundred (200) feet of: parcels zoned R-1 (Residential District), R-2 (Residential District) or R-4 (Residential District)

Is this violative of single subject rules.

Zoning: § 44-10-311(d)(1) allows medical marijuana distancing at 1000' or greater if set by Town by ordinance or resolution.

The State Constitution at Article XVIII Section 16, (5) (f) allows a municipality to enact ordinances or regulations not in conflict governing time place manner, number of establishment operations and establishing procedures for issuance suspension and revocation of licenses.

Are these administrative actions that should be left to the Town, as provided for in the Colorado's Marijuana Code and are the provisions therefore improper to include in the Initiated Ordinance?

Sec. 14-80 Transfer of Ownership.

- A. A State or Local License granted under the provisions of this Article shall not be transferable except as provided below, but this Section shall not prevent a change of location as provided in C.R.S. § 12-43.4-309.

As of January 1, 2021, transfers of licenses will be addressed by 44-10-312.

- B. For a transfer of ownership, a License Holder shall apply to the State and Local Licensing Authorities on forms prepared and furnished by the State Licensing Authority. The Local Licensing Authority must allow any proposed transfer approved by the State Licensing Authority, but may charge a fee not to exceed \$1,000 to process such transfer.

44-10-803(3) provides: A local jurisdiction in which a license under this article 10 may be permitted may adopt and impose operating fees in an amount determined by the local

jurisdiction on marijuana businesses and establishments located within the local jurisdiction. Is this an administrative act and improperly taken in the Initiated Ordinance?

Requiring that the Local Licensing Authority must allow any proposed transfer invades the Local Licensing Authority's responsibilities under state law.²⁰

Sec. 14-90 Review and Approval of License.

The Local Licensing Authority adopts the provisions and restrictions set forth in C.R.S. §12- 43.4-309 and this Article.

This statute is no longer in existence and as of January 1, 2021 is at Article 44, title 10.

Sec. 14-100 Licensing Renewal.

- A. A Licensee shall apply for the renewal of an existing License to the Local Licensing Authority not less than thirty (30) days prior to the date of expiration. A Local Licensing Authority shall not accept an application for renewal of a License after the date of expiration, except as provided in subsection (B) of this Section. The State Licensing Authority may extend the expiration date of the License and accept a late application for renewal of a License provided that the applicant has filed a timely renewal application with the Local Licensing Authority. All renewals filed with the State Licensing Authority and subsequently approved by the State Licensing Authority shall next be processed by the Local Licensing Authority. The Local Licensing Authority, in its discretion, subject to the requirements of this Article and based upon reasonable grounds, may waive the thirty (30) day requirement set forth in this Article. The Local Licensing Authority may hold a hearing on and/or denial of the application for renewal only if the State Licensing Authority rejects the renewal application.

This section appears to be contrary to 44-10-314 and seems to invade the local licensing authority's ability to refuse a license if the licensing authority determines good cause exists.²¹

Sec. 14-110 Fees.

Every Retail and Medical Marijuana Store shall pay an operating fee at the time of its initial application for licensure and a renewal fee at the time of each application for License renewal. This fee is imposed to offset the cost of administering this License. The initial application fee and renewal fee shall be determined by the Board of Trustees and set by Resolution, but in no event shall either fee exceed one thousand five-hundred dollars (\$1,500.00).

This section and 14-100 B and C limit the ability to charge fees, 44-10-803(3) provides A local jurisdiction in which a license under this article 10 may be permitted may adopt and impose operating fees in an amount determined by the local jurisdiction on marijuana businesses and establishments located within the local jurisdiction.

Sec. 14-120 Hours of Operation.

A Retail or Medical Marijuana Store may engage in the sale of marijuana or marijuana products between the hours of 8:00 a.m. and 9:00 p.m. daily; provided, however, that the Board of Trustees may at its discretion extend, but not further limit, such hours of operation.

²⁰ See 44-10-901 discussed below in relation to disciplinary action.

²¹ See 44-10-901 discussed below in relation to disciplinary action.

Article XVIII Section 16, (5) (f) allows a municipality to enact ordinances or regulations not in conflict governing time place manner, number of establishment operations and establishing procedures for issuance suspension and revocation of licenses

Sec. 14-130 Disciplinary Actions: Suspension-Revocation-Fines.

- B. The grounds for the Local Licensing Authority to take disciplinary action are limited to a situation where the Licensed Premises have been consistently operated in a manner that adversely affects, and creates an ongoing emergency regarding, the public health, welfare or the safety of the immediate neighborhood in which the establishment is located. Evidence to support such a finding must at least include: (i) a continuing pattern of convictions for offenses against the public peace, or (ii) a continuing pattern of convictions for criminal conduct under state or local law directly related to or arising from the Licensed Premises.

44-10-901(1) grants the local licensing authority the authority to suspend or revoke a license issued by the authority for a violation by the licensee or by any of the agents or employees of the licensee of the provisions of this article 10, or any of the rules promulgated pursuant to this article 10, or of any of the terms, conditions, or provisions of the license issued by the state or local licensing authority. The subject provision dramatically limits this provision. As an example, if the licensing authority imposes conditions on a license issuance, does violation of the condition rise to an ongoing emergency? If the licensee violates operating hours, does an emergency arise? If it does not the licensing authority's ability to enforce is emaciated.

Sec. 14-130, C. 1. The Local Licensing Authority may, in its sole discretion, issue a fine in lieu of a suspension. When determining whether to impose a fine in lieu of a suspension, the Local Licensing Authority may make findings that:

44-10-901(3) addresses fines in lieu of suspension and this section is largely in keeping with the statute, except C.1.c allows a fine in lieu so long as there has been no suspension or revocation in the last 12 months, 44-10-901(3)(a)(III) provides that a fine in lieu is appropriate if there has been no suspensions or revocation in the last 2 years. Affording the ability to grant fines in lieu for the shorter period is contrary to state law.

Sec. 14-130, C.2. provides

The fine accepted shall be: (a) not less than five-hundred dollars (\$500.00) nor more than two thousand five-hundred dollars (\$2,500.00) for license infractions of a minor nature that do not directly impact the public health, safety, or welfare which shall include but are not limited to failure to display badges, unauthorized minor modifications of premises of a minor nature, minor clerical errors in inventory tracking procedures; and (b) not less than one-thousand dollars (\$ 1,000.00) nor more than ten-thousand dollars (\$10,000.00) for violations that have an immediate impact on the public health, safety, or welfare, including, but not limited to, a violation of C.RS. §12-43.4-901(4)(e).

The Initiated Ordinance should reference 44-10-901

Administrative vs Legislative nature of petitions and challenges to Initiated Ordinance.

Ordinance must comply with State Law. There are initial concerns with the Initiated Ordinances in that in cases, as outlined above, are not in line with the state statutes. As a statutory municipality,

Wellington's laws may not deviate from the laws of the state. Voters, initiating an ordinance, have no greater power than the Town Board to adopt an ordinance that is contrary to state law. To the extent that the Initiated Ordinance is contrary to state law, the Ordinance is invalid.

Initiated Ordinance is not properly the subject of the right of initiative and referendum.

In *Vagneur v. City of Aspen*, 295 P.3d 493 (Colo. 2013) (2013) involved a protest filed under 31-11-110. The protesters in *Vagneur* filed written objections to the initiative petitions contending that the proposals **(1) contained administrative matters that are not subject to the initiative power; (2) included more than a single subject; and (3) contained misleading ballot titles.**

The hearing officer concluded that the proposed ordinances "encroached upon the administrative processes reserved to the administrative staff of the City of Aspen as authorized by City Council," and that "allowing citizens through the initiative process, to either dictate or negate administrative actions normally undertaken by city staff is a misuse of the process" and contrary to the initiative rights established by the Aspen City Charter. The hearing officer declined to sever any impermissible portions of the initiative because Proponents had testified that they believed the conditions were necessary to understand their proposals

The *Vagneur* court reviewed whether a citizen initiative is administrative or legislative in character, and whether an administrative initiative is a proper exercise of the initiative power.²² The court defined and set forth numerous tests from prior court decisions as to whether an ordinance was administrative or

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- ²² In *City of Idaho Springs v. Blackwell*, 731 P.2d 1250 (1987) the court stated: An ordinance which shows an intent to form a permanent rule of government until replaced is one of permanent operation." 5 E. McQuillin, *Municipal Corporations* § 16.55, at 194 (3d ed. 1981) (emphasis added) (footnote omitted). Second, acts that are necessary to carry out existing legislative policies and purposes or which are properly characterized as executive are deemed to be administrative, while acts constituting a declaration of public policy are deemed to be legislative. *Witcher*, 716 P.2d at 449-50; *Margolis*, 638 P.2d at 303; *Zwerdinger*, 194 Colo. at 196, 571 P.2d at 1077.
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In the *Blackwell* case Idaho Springs asserted: (1) that the petitions, although styled as "petitions for initiated ordinances," were actually petitions for referenda that were untimely (2) that the petitions addressed administrative rather than legislative matters and were therefore improper;

- The court noted The proposed initiated ordinances also must be classified as administrative matters when viewed under the second "test." The choice of location and structure for the new city hall is an act "necessary to carry out" the existing legislative policy to build a new city hall. See *Witcher*, 716 P.2d at 449; *Margolis*, 638 P.2d at 303; *Zwerdinger*, 194 Colo. at 196, 571 P.2d at 1077. The decision to raise tax revenues to be used in part for city hall construction was made in 1977 and approved by the majority of Idaho Springs voters in a special election. Implementation of the 1977 policy decision in the ordinance is administrative or executive and is not a proper subject for an initiated ordinance.
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legislative in character. The court acknowledged that decisions surrounding the administrative/legislative determination needed to be made on a case by case basis. It can be argued that the question of whether the town should allow the sale of medical and retail marijuana is a legislative decision but the enforcement and implementation including time place manner and number restrictions are administrative in nature. Further, to the degree that the Initiated Ordinance has the Local Licensing Authority, which does not exist until the Ordinance is adopted, adopting positions, that action is likewise administrative. “When in a matter of state-wide concern, such as Marijuana Licensing, the state legislature has specifically delegated particular authority to the governing board, courts have uniformly held that the initiative processes do not ordinarily apply.” McQuillan, Law of Municipal Corporation §16.52 (3rd Ed.).

Usurpation of Administrative and enforcement Power. The Initiated Ordinance improperly limits enforcement powers which by statute are afforded to the liquor licensing authority. Particularly Sec. 14-13 limits the Local Licensing Authorities statutory ability to take disciplinary action, limiting the enforcement powers to situations where the Licensed Premises have been consistently operated in a manner that adversely affects, and creates an ongoing emergency. Limitation of the authority’s quasi-judicial powers afforded by state law is not an appropriate exercise of the initiative power.

Impossibility of Implementation. It can be argued that implementation of the Initiated Ordinance is virtually impossible as the ordinance is presented. As noted, the Initiated Ordinance cites to laws that no longer exist. As a general rule-initiated matters, once adopted may not be changed, the initiated Ordinance as proposed adopts state laws that are no longer in place and will become increasingly difficult to enforce and implement as time goes on.

Initiative vs. Referendum. Questions were raised whether the proponents may by initiative overturn the prior actions of the Town board in prohibiting the sales of medical and retail marijuana within the limits of the Town or if this action had to be filed as a referendum within the requisite time after the town board, as allowed by the state constitution, adopted ordinances precluding local marijuana sales.

Article XVIII Section 16, (5) (f) of the constitution allowed the Town by ordinance to prohibit retail marijuana stores. Having done so the ordinance had to be challenged by referendum to be changed?

Possible Alternative Ordinances. There is some authority that suggests that the proponents could withdraw the Initiated Ordinances.²³ I tentatively made a suggestion to the proponent’s attorney that if the flawed Initiated Ordinances were withdrawn and single question ordinances along the form being submitted to the Board were alternate ordinances could be submitted. ²⁴ Initially the attorney appeared to be interested in the proposal to withdraw, and advised he would get back to me. I followed up late

²³ The ability to withdraw the petitions at this point is subject to legal questions.

²⁴ § 31-11-104 (2) Alternative ordinances may be submitted at the same election, and, if two or more conflicting measures are approved by the people, the one that receives the greatest number of affirmative votes shall be adopted in all particulars as to which there is a conflict.

Friday and was advised that he had not received a client response. We exchanged cell phone numbers, as of late Sunday I have not been contacted. The Board could elect to present an alternative ordinance to be considered by the voters at the same election as the Initiated Ordinances are presented. The Board needs to evaluate whether this causes confusion.



Board of Trustees Meeting

Date: September 22, 2020

Submitted By:

Proposed Ordinance - An Ordinance Concerning Retail Marijuana Sales Tax in the Town of Wellington, Colorado

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Marijuana Proposed Ordinance Memo
2. Retail Marijuana Sales Tax

Memo

March & Olive, LLC

TO: Kelly Houghteling, Interim Town Administrator; Krystal Eucker, Wellington Town Clerk; Wellington Town Board

FROM: Brad March
March and Olive, LLC
1312 S. College Avenue, Fort Collins, CO
[970-482-4322](tel:970-482-4322)(p); [970-482-5719](tel:970-482-5719)(f)

RE: Initiated election petitions

DATE: September 6, 2020

This memorandum is intended to summarize the status of the citizen proposed initiated marijuana ordinances (the Initiated Ordinances) and the election likely required as a result of the filing of the initiative petitions. Unfortunately, it was discovered late Friday (9/4) that one of the timeline dates as set out in CRS § 31-10-108¹, related to scheduling a special election was not met.

The clerk has provided a list of dates which the statute keys to, dates include:

July 30, 2020 – Petition submission date
August 20, 2020 – Statement of sufficiency issued.
Nov 3, 2020 – General election date

Assuming that the Board does not adopt the citizen proposed ordinances, the statutory scheme requires that the ordinances be sent on to the voters. Based on cost considerations a recommendation was made to the board that the town schedule its own special election on the same day as the general election to allow the voters to determine whether the initiated ordinances would be adopted. The statute provides that a special election by mail in ballot may be held at the same time as the general election, but the election must be called at least 60 days before November 3rd². That is, the election needed to be called before September 4th. The clerk prepared resolutions to call the special election to be presented to the Board on September 8th, the date however was unfortunately outside the sixty (60) day limit set by the statute. As the general election date cannot be met, the election date cannot be held until 32 days after the general election or, December 7, 2020. The TABOR election cannot be held until later in 2021 and is discussed further below.

Board action of proposed ordinances or forwarding to voters. CRS 31-11-104 provides that a proposed /initiated ordinance may be adopted by the town board as an ordinance of the town within 20 days of a finding of sufficiency by the clerk. This provision allows the board to adopt the Initiated Ordinance

¹ See clerk memo for text of statute.

² 31-10-108

without alteration on or before September 8th. If the board does not act and the Initiated Ordinance is not adopted, the ordinance must be submitted to the voters not less than 60 days and not more than 150 days after the clerk's statement of sufficiency is issued.³ By y calculation this requires the election to be held no later than January 17, 2021.

Protest. By 21-11-110(1) Any registered elector who resides in the municipality may file, a protest in writing under oath with the clerk, challenge the sufficiency of the petition, setting forth specifically the grounds for such protest. The protest must be filed within 40 days after the initiative petition was originally filed with the clerk. The protest period will expire on September 8th.⁴ The grounds for a protest may include, but are not limited to, failure of the petition or circulator to meet the requirements of the article. A resolution has been prepared and will be submitted to the board on September 8th for approval, designating the municipal judge, rather than the clerk as the hearing officer to hear any protest. If a protest is filed, the hearing officer's decision can be appealed to the Larimer County courts.

Sales tax and TABOR. Colorado law allows municipalities, in addition to charging the municipality's normally charged sales tax and taxes apportioned by the state ⁵ to charge a special retail marijuana sales tax.⁶ The second proposed Initiated Ordinance provides that the Town would initially charge a 3.5% special sales tax, which could be increased by the Board to as much a 5% special sales tax. Under TABOR and the terms of the special sales tax statute tax increase measures must be approved by the voters and can only be submitted to the electorate at specified times. The TABOR amendment⁷ at part 3(a) provides:

Ballot issues shall be decided in a state general election⁸, biennial local district election, or on the first Tuesday in November of odd-numbered years. [D]istricts⁹ may consolidate ballot issues and voters may approve a delay of up to four years in voting on ballot issues. District actions taken during such a delay shall not extend beyond that period.

The special sales tax statutory provision likewise provides:

§ 29-2-115. Retail marijuana sales tax - county - municipality - election - legislative declaration - definition

- (4) (a) Each municipality in the state is authorized to levy, collect, and enforce a municipal special sales tax upon all sales of retail marijuana and retail marijuana products...

- (b) No special sales tax shall be levied pursuant to subsection (4)(a) of this section until the proposal has been referred to and approved by the eligible electors of the municipality in accordance with article 10 of title 31. Any proposal for the levy of a special sales tax in accordance with subsection (4)(a) of this section must be submitted to the eligible electors of the municipality on the date of the state general election, on the first Tuesday in November of an odd-numbered year, or on the date of a municipal biennial election. Any election on the proposal must be conducted by the clerk of the municipality in accordance with the "Colorado Municipal Election Code of 1965", article 10 of title 31.

Because of the 31-10-108 scheduling issue surrounding the special meeting it is not possible to present the special tax to the voters at the upcoming general election. The first opportunity to place the issue of the special tax before the voters would be November 2, 2021, the first Tuesday in November of the odd-numbered year.

Circulator petitions. A question was raised with me as to whether the petitioners complied with 31-11-113. I was not asked to review the full petition submissions and do not know whether the report required by 31-11-113 was turned into the clerk at the time the fully signed Initiated Ordinances were filed with the Clerk's office or, if filed, whether the report was sufficient under the statute. The statute provides that the proponents must file a report disclosing the amount paid per signature and the total amount paid to each circulator. The filing is to be made at the same time the signatures on the Initiated Ordinance(s) are filed. I have had concerns surrounding the enforceability of the 31-11-113 requiring the report but, the statutory requirements, although perhaps suspect, remain a part of the statutory scheme for filing citizen-initiated ordinances and should have been complied with.

³ This is subject to the requirements of 31-10-108 that no special election may be called within sixty days before the date thereof, nor shall any special election be held within the thirty-two days before or after the date of the general election unless a mail ballot election is approved as a special election 60 days before the general election.

⁴ 31-11-110

⁵ Title 39, Article 28, Part 2

⁶ 29-2-15.

⁷ Constitution Article X sec 20

" § 1-1-104 (17) General election" means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.

31-10-101(10) Municipal election - Regular election" means: (a) Before July 1, 2004, the election held in towns on the first Tuesday of April in each even-numbered year; the election held in cities on the first Tuesday of November in each odd-numbered year; and the election held in any other municipality at which the regular election of officers takes place; (b) On and after July 1, 2004, the election held in any municipality in accordance with paragraph (a) of this subsection (10) unless a majority of the registered electors of the municipality voting on the question have voted to hold the regular election on a date different than specified in paragraph (a) of this subsection (10) pursuant to section 31-10-109(1), in which case "regular election" means, for any particular municipality, the date on which the regular election of officers takes place as determined by the registered electors of the municipality.

⁹ For purposes of TABOR the Town is a district.

The validity of placing restrictions on circulators has been the subject of challenges before various courts, most notably the United States Supreme Court in *Buckley v. American Constitutional Law Foundation*, 119 S.Ct. 636, 525 U.S. 182, 142 L.Ed.2d 599, 67 U.S.L.W. 4043 (1999). The *Buckley* case involved the state's initiative process¹⁰ and dealt with required disclosure of paid circulator identities and other paid circulator information. The legislature did not change/modify the requirements of 31-11-113 after *Buckley*.¹¹)

The statute that requires the report that is to be filed with the clerk was adopted in 1995, before the *Buckley* decision. The statute only requires disclosure of the amount paid per signature and the amount paid to circulate and does not require that the amount paid to each circulator be disclosed. The report requirement may be enforceable after *Buckley*.^{12 13}

Petition deficiencies. I have reviewed the form of the petitions with an agent of the Colorado Department of Revenue Marijuana Enforcement Division who characterized the form of the petitions, specifically the petition allowing for marijuana sales, as "a mess." The most noted concern is that the Initiated Ordinance's proposed Article 14 references the Colorado's Medical Marijuana Code as being codified at Title 12 Article 43.3 and Retail Marijuana Code as being codified at Title 12 Article 43.4. At section 14-10 the Initiated Ordinance recites that Retail Marijuana and Medical Marijuana may only be sold as allowed by the "Colorado Retail Marijuana Code" and the Colorado Medical Marijuana Code. The Colorado Retail Marijuana and the Colorado Medical Marijuana Code are currently embodied in state statutes at Title 44 article 11 (as opposed to Title 12 Article 43.3) as the Colorado Medical Marijuana

¹⁰ State initiative process at 1-40-101 et seq, municipal initiative proves at 31-11-101 et seq.

¹¹ The majority opinion of the court stated - we agree with the Court of Appeals appraisal: Listing paid circulators and their income from circulation "forc[es] paid circulators to surrender the anonymity enjoyed by their volunteer counterparts," 120 F. 3d, at 1105;^[24] no more than tenuously related to the substantial interests disclosure serves, Colorado's reporting requirements, to the extent that they target paid circulators, "fai[l] exacting scrutiny."

- ¹² For other cases involving similar initiated petition circulator issues see *Independence Inst. v. Gessler*, 936 F. Supp. 2d 1256 (D. Colo. 2013), signature compensation for petition circulators violates the first amendment of the United States constitution; *Am. Constitutional Law Found., Inc. v. Meyer*, 120 F.3d 1092 (10th Cir. 1997), aff'd, 525 U.S. 182, 119 S. Ct. 636, 142 L. Ed. 2d 599 (1999); requirement that circulators be registered voters is not narrowly tailored to a compelling state interest, it unconstitutionally impinges on free expression; *Buckley v. Am. Constitutional Law Found.*, 525 U.S. 182, 119 S. Ct. 636, 142 L. Ed. 2d 599 (1999) Badge requirement is unenforceable. *Meyer v. Grant*, 108 S.Ct. 1886, 486 U.S. 414, 100 L.Ed.2d 425, 56 U.S.L.W. 4516 (1988), state may not prohibit paid circulators.

¹³ Justice Thomas in his concurrence to the *Buckley* decision notes: "Even assuming that Colorado has a compelling interest in identifying circulators, its law does not serve that interest. The State requires that proponents identify only the names of *paid* circulators, not *all* circulators. The interest in requiring a report as to the money paid to each circulator by name, as the majority points out, *ante*, at 201, has not been demonstrated.

Code and Title 44, Article 12 (as opposed to Title 12 Article 43.4) as the Colorado Retail Marijuana Code. The Colorado Medical Marijuana Code and the Colorado Retail Marijuana Code are to be replaced effective January 1, 2021 (the date the proposed ordinance goes into effect) and the governing statutes will be located at title 44, Article 10, and the designation as the Colorado Medical Marijuana Code and the Colorado Retail Marijuana Code will be eliminated and the code will be titled as the “Colorado Marijuana Code”^{14, 15} Throughout the Initiated Ordinance’s proposed new Article 14 to the Town Code the incorrect citations are referenced. For example, the proposed Sec 14-20, C and D provide that the Local Licensing Authority adopts the minimum licensing requirements of Title 12, Article 43.4 and 43.3. No such minimum standards exist that correspond to these citations. Further, the initiated ordinance, including at Sec 14-20 provides for a Local Licensing Authority and recites actions that are being taken by the local Licensing Authority when no Local Licensing Authority has been created by the Town¹⁶. The following references are to concerning provisions of the Initiated Ordinance proposed code (identified as SEC 14-**) and corresponding concerns with the concerns indented below each quoted Initiated Ordinance section.

Proposed Sec 14-30 defines:

Colorado Medical Marijuana Code: Article 43.3 of Title 12 of the Colorado Revised Statutes, as amended, and any regulations promulgated thereto.

This code will no longer exist after 2020 and has not existed since at least 2018 at the citation reference

Colorado Retail Marijuana Code or CRMC: Article 43.4 of Title 12 of the Colorado Revised Statutes, as amended, and any regulations promulgated thereto

This code will no longer exist after 2020 and has not existed since at least 2018 at the citation reference

Direct Measurement: A straight line from the nearest property line of the school or campus to the nearest portion of the building used for marijuana sales.

CRS 44-10-311(d)(II) The distances referred to in this subsection (1)(d) are to be computed by direct measurement from the nearest property line of the land used for a school or campus to the nearest portion of the building in which medical marijuana is to be sold, using a route

¹⁴ Marijuana Code was re-codified in 2018 by HB1023 and is now found at Title 44, articles 11 and 22 of the Colorado statutes and in 2019 by SB 19-224 and as of January 1, 2021 will be effective at Title 44 Article 10.

¹⁵ See also references to Colorado Medical Marijuana Code and Colorado Retail Marijuana code with statutory cites as Sec 1-30 definitions.

¹⁶ By the Initiated Ordinance the Licensing Authority is created by Sec 14-150 Can the voters create the Local Licensing Authority and in the same initiated action act for the Licensing authority? Is an act of the Local Licensing Authority, a quasi-judicial body, administrative or legislative in nature?

of direct pedestrian access.¹⁷ This measurement formula inappropriately differs from the statutory scheme.

44-10-302 references time place manner and number restrictions which may be adopted by the Town in relation to Retail Marijuana licensing.

License: A license or registration granted pursuant to this Article.

The Initiated Ordinance at Sec. 14-150 (1) related to the Local Licensing Authority recites that the Local Licensing Authority is authorized (according to the prior law at title 12) to issue Medical Marijuana Center Licenses. CRS 4-10-501 references the license to be issued as a Medical Marijuana Store Licenses rather than a Medical Marijuana Center License¹⁸. Medical Marijuana Center Licenses will no longer exist after January 1, 2021.

Local Licensing Authority: The Board of Trustees of the Town of Wellington.

The statute provides that the Town Board may be the local licensing authority but allows the board to designate a separate licensing authority. The Initiated Ordinance definition requires that the Town Board must serve as the licensing authority.

44-10-103(28) "Local licensing authority" means an authority designated by municipal, county, or city and county charter, ordinance, or resolution, or the governing body of a municipality or city and county, or the board of county commissioners of a county if no such authority is designated.

Local Licensing Official: The Town Clerk or other designee of the Local Licensing Authority.

The term Local Licensing official is defined in the proposed ordinance, but the term is not used otherwise in the proposed ordinance nor does it appear that the term is used in the Colorado Marijuana Code.

Person: A natural person, partnership, association, company, corporation, limited liability company, or organization, or a manager, agent, owner, director, servant, officer, or employee thereof.

44-10-103(48) defines a person as defined by 7-90-102 which adopts the definitions as "Person" means an individual, an estate, a trust, an entity, or a state or other jurisdiction.

Premises: A distinct and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

44-10-103(49) defines "Premises" means a distinctly identified, as required by the state licensing authority, and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

¹⁷ See also Sec 14-70-(c) The distances referred to in this Article are to be computed by direct measurement from the nearest property line of the applicable setback parcel to the nearest portion of the Retail or Medical Marijuana Store.

¹⁸ Medical Marijuana Center Licenses may be issued through 2020 by 44-11-401, the new Colorado Marijuana Code provides for Medical Marijuana Store Licenses, 44-10-401(2)(a). Medical Marijuana Center Licenses will no longer exist after January 1, 2021.

School: A public or private preschool or a public or private elementary, middle, junior high, or high school, college or principal campus of a college (and including the new Middle / High School at Wellington not open as of the adoption of this ordinance).

44-10-103(67) defines "School" means a public or private preschool or a public or private elementary, middle, junior high, or high school or institution of higher education.¹⁹

State Licensing Authority: The Authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution, and sale of Medical and Retail Marijuana in this State, pursuant to Articles 43.3 and 43.4 of Title 12 C.R.S.

Defined according to wrong statutory citation. Should be defined by 44-10-103(69) with reference to "regulated marijuana in this State, pursuant to section 44-10-201."

14-40 Applications-Licenses.

- A. Dual Operation. An applicant for a Retail Marijuana Store License under this Article may co-locate a Medical Marijuana Store and a Retail Marijuana Store at the same location as permitted by the Colorado Retail Marijuana Code.

§ 44-10-313 (12) provides each license issued under this article 10 is separate and distinct. It is unlawful for a person to exercise any of the privileges granted under a license other than the license that the person holds or for a licensee to allow any other person to exercise the privileges granted under the licensee's license. A separate license is required for each specific business or business entity and each geographical location.

- B. An application for a License shall be filed with the Local Licensing Authority on forms provided by the State and Local Licensing Authority. The application shall contain such information as the State and Local Licensing Authority may require. Each application shall be verified by the oath or affirmation of the persons prescribed by the State and Local Licensing Authority. Upon receipt of notice from the State Licensing Authority of the application for a license under the Colorado Retail Marijuana Code (or the Colorado Medical Marijuana Code), the Local Licensing Authority shall determine whether the applicant qualifies for licensure under this Article. The Local Licensing Authority shall notify the state and the Applicant in writing of its determination as to whether the applicant qualifies for licensure as a Retail or Medical Marijuana Store no later than thirty (30) days from the date the application was originally received by the Local Licensing Authority.

The filing requirements seem to follow 44-10-301. The statute contains no 30-day response requirement. 44-10-302 references time place manner and number restrictions which may be adopted by the Town. Sec. 14-50, speaks to denial of licenses and it is not clear if the Town may adopt more restrictive time place manner and number restrictions beyond those set forth in the initiated ordinance

- C. If an application is denied, the Licensing Authority shall set forth in writing the grounds for denial.

This is likely compliant with the statute, § 44-10-304(3) provides that within thirty days after the public hearing or completion of the application investigation, a local licensing authority shall issue its decision approving or denying an application for local licensure. The decision must be in writing and must state the reasons for the decision. The local

¹⁹ Caveat, is a day care facility a pre-school?

licensing authority shall send a copy of the decision by certified mail to the applicant at the address shown in the application.

Sec. 14-60 Persons Prohibited as Licensees.

Sec. 14-70 Restrictions for Applications for Marijuana Store Licenses.

The Local Licensing Authority hereby adopts the provisions and restrictions set forth in the Colorado Retail Marijuana Code.

After January 1, 2021, there is no longer a Colorado Retail Marijuana Code. By this section the Initiated Ordinance purports to act on behalf of the Local Licensing Authority.

A(1) Until it is established that the applicant is, or will be, entitled to possession of the premises for which application is made under a lease, rental agreement, or other arrangement for possession of the premises or by virtue of ownership of the premises;

Seems to comply with § 44-10-311 (2) § 44-10-313(1)(b) and (8)(b)

A(2) Retail or Medical Marijuana stores and establishes 2000 foot setback form schools, (500) feet of: parcels zoned P (Public District) or another Retail or Medical Marijuana store; and two-hundred (200) feet of: parcels zoned R-1 (Residential District), R-2 (Residential District) or R-4 (Residential District)

Is this violative of single subject rules.

Zoning: § 44-10-311(d)(1) allows medical marijuana distancing at 1000' or greater if set by Town by ordinance or resolution.

The State Constitution at Article XVIII Section 16, (5) (f) allows a municipality to enact ordinances or regulations not in conflict governing time place manner, number of establishment operations and establishing procedures for issuance suspension and revocation of licenses.

Are these administrative actions that should be left to the Town, as provided for in the Colorado's Marijuana Code and are the provisions therefore improper to include in the Initiated Ordinance?

Sec. 14-80 Transfer of Ownership.

- A. A State or Local License granted under the provisions of this Article shall not be transferable except as provided below, but this Section shall not prevent a change of location as provided in C.R.S. § 12-43.4-309.

As of January 1, 2021, transfers of licenses will be addressed by 44-10-312.

- B. For a transfer of ownership, a License Holder shall apply to the State and Local Licensing Authorities on forms prepared and furnished by the State Licensing Authority. The Local Licensing Authority must allow any proposed transfer approved by the State Licensing Authority, but may charge a fee not to exceed \$1,000 to process such transfer.

44-10-803(3) provides: A local jurisdiction in which a license under this article 10 may be permitted may adopt and impose operating fees in an amount determined by the local

jurisdiction on marijuana businesses and establishments located within the local jurisdiction. Is this an administrative act and improperly taken in the Initiated Ordinance?

Requiring that the Local Licensing Authority must allow any proposed transfer invades the Local Licensing Authority's responsibilities under state law.²⁰

Sec. 14-90 Review and Approval of License.

The Local Licensing Authority adopts the provisions and restrictions set forth in C.R.S. §12- 43.4-309 and this Article.

This statute is no longer in existence and as of January 1, 2021 is at Article 44, title 10.

Sec. 14-100 Licensing Renewal.

- A. A Licensee shall apply for the renewal of an existing License to the Local Licensing Authority not less than thirty (30) days prior to the date of expiration. A Local Licensing Authority shall not accept an application for renewal of a License after the date of expiration, except as provided in subsection (B) of this Section. The State Licensing Authority may extend the expiration date of the License and accept a late application for renewal of a License provided that the applicant has filed a timely renewal application with the Local Licensing Authority. All renewals filed with the State Licensing Authority and subsequently approved by the State Licensing Authority shall next be processed by the Local Licensing Authority. The Local Licensing Authority, in its discretion, subject to the requirements of this Article and based upon reasonable grounds, may waive the thirty (30) day requirement set forth in this Article. The Local Licensing Authority may hold a hearing on and/or denial of the application for renewal only if the State Licensing Authority rejects the renewal application.

This section appears to be contrary to 44-10-314 and seems to invade the local licensing authority's ability to refuse a license if the licensing authority determines good cause exists.²¹

Sec. 14-110 Fees.

Every Retail and Medical Marijuana Store shall pay an operating fee at the time of its initial application for licensure and a renewal fee at the time of each application for License renewal. This fee is imposed to offset the cost of administering this License. The initial application fee and renewal fee shall be determined by the Board of Trustees and set by Resolution, but in no event shall either fee exceed one thousand five-hundred dollars (\$1,500.00).

This section and 14-100 B and C limit the ability to charge fees, 44-10-803(3) provides A local jurisdiction in which a license under this article 10 may be permitted may adopt and impose operating fees in an amount determined by the local jurisdiction on marijuana businesses and establishments located within the local jurisdiction.

Sec. 14-120 Hours of Operation.

A Retail or Medical Marijuana Store may engage in the sale of marijuana or marijuana products between the hours of 8:00 a.m. and 9:00 p.m. daily; provided, however, that the Board of Trustees may at its discretion extend, but not further limit, such hours of operation.

²⁰ See 44-10-901 discussed below in relation to disciplinary action.

²¹ See 44-10-901 discussed below in relation to disciplinary action.

Article XVIII Section 16, (5) (f) allows a municipality to enact ordinances or regulations not in conflict governing time place manner, number of establishment operations and establishing procedures for issuance suspension and revocation of licenses

Sec. 14-130 Disciplinary Actions: Suspension-Revocation-Fines.

- B. The grounds for the Local Licensing Authority to take disciplinary action are limited to a situation where the Licensed Premises have been consistently operated in a manner that adversely affects, and creates an ongoing emergency regarding, the public health, welfare or the safety of the immediate neighborhood in which the establishment is located. Evidence to support such a finding must at least include: (i) a continuing pattern of convictions for offenses against the public peace, or (ii) a continuing pattern of convictions for criminal conduct under state or local law directly related to or arising from the Licensed Premises.

44-10-901(1) grants the local licensing authority the authority to suspend or revoke a license issued by the authority for a violation by the licensee or by any of the agents or employees of the licensee of the provisions of this article 10, or any of the rules promulgated pursuant to this article 10, or of any of the terms, conditions, or provisions of the license issued by the state or local licensing authority. The subject provision dramatically limits this provision. As an example, if the licensing authority imposes conditions on a license issuance, does violation of the condition rise to an ongoing emergency? If the licensee violates operating hours, does an emergency arise? If it does not the licensing authority's ability to enforce is emaciated.

Sec. 14-130, C. 1. The Local Licensing Authority may, in its sole discretion, issue a fine in lieu of a suspension. When determining whether to impose a fine in lieu of a suspension, the Local Licensing Authority may make findings that:

44-10-901(3) addresses fines in lieu of suspension and this section is largely in keeping with the statute, except C.1.c allows a fine in lieu so long as there has been no suspension or revocation in the last 12 months, 44-10-901(3)(a)(III) provides that a fine in lieu is appropriate if there has been no suspensions or revocation in the last 2 years. Affording the ability to grant fines in lieu for the shorter period is contrary to state law.

Sec. 14-130, C.2. provides

The fine accepted shall be: (a) not less than five-hundred dollars (\$500.00) nor more than two thousand five-hundred dollars (\$2,500.00) for license infractions of a minor nature that do not directly impact the public health, safety, or welfare which shall include but are not limited to failure to display badges, unauthorized minor modifications of premises of a minor nature, minor clerical errors in inventory tracking procedures; and (b) not less than one-thousand dollars (\$ 1,000.00) nor more than ten-thousand dollars (\$10,000.00) for violations that have an immediate impact on the public health, safety, or welfare, including, but not limited to, a violation of C.RS. §12-43.4-901(4)(e).

The Initiated Ordinance should reference 44-10-901

Administrative vs Legislative nature of petitions and challenges to Initiated Ordinance.

Ordinance must comply with State Law. There are initial concerns with the Initiated Ordinances in that in cases, as outlined above, are not in line with the state statutes. As a statutory municipality,

Wellington's laws may not deviate from the laws of the state. Voters, initiating an ordinance, have no greater power than the Town Board to adopt an ordinance that is contrary to state law. To the extent that the Initiated Ordinance is contrary to state law, the Ordinance is invalid.

Initiated Ordinance is not properly the subject of the right of initiative and referendum.

In *Vagneur v. City of Aspen*, 295 P.3d 493 (Colo. 2013) (2013) involved a protest filed under 31-11-110. The protesters in *Vagneur* filed written objections to the initiative petitions contending that the proposals **(1) contained administrative matters that are not subject to the initiative power; (2) included more than a single subject; and (3) contained misleading ballot titles.**

The hearing officer concluded that the proposed ordinances "encroached upon the administrative processes reserved to the administrative staff of the City of Aspen as authorized by City Council," and that "allowing citizens through the initiative process, to either dictate or negate administrative actions normally undertaken by city staff is a misuse of the process" and contrary to the initiative rights established by the Aspen City Charter. The hearing officer declined to sever any impermissible portions of the initiative because Proponents had testified that they believed the conditions were necessary to understand their proposals

The *Vagneur* court reviewed whether a citizen initiative is administrative or legislative in character, and whether an administrative initiative is a proper exercise of the initiative power.²² The court defined and set forth numerous tests from prior court decisions as to whether an ordinance was administrative or

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- ²² In *City of Idaho Springs v. Blackwell*, 731 P.2d 1250 (1987) the court stated: An ordinance which shows an intent to form a permanent rule of government until replaced is one of permanent operation." 5 E. McQuillin, *Municipal Corporations* § 16.55, at 194 (3d ed. 1981) (emphasis added) (footnote omitted). Second, acts that are necessary to carry out existing legislative policies and purposes or which are properly characterized as executive are deemed to be administrative, while acts constituting a declaration of public policy are deemed to be legislative. *Witcher*, 716 P.2d at 449-50; *Margolis*, 638 P.2d at 303; *Zwerdinger*, 194 Colo. at 196, 571 P.2d at 1077.
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In the *Blackwell* case Idaho Springs asserted: (1) that the petitions, although styled as "petitions for initiated ordinances," were actually petitions for referenda that were untimely (2) that the petitions addressed administrative rather than legislative matters and were therefore improper;

- The court noted The proposed initiated ordinances also must be classified as administrative matters when viewed under the second "test." The choice of location and structure for the new city hall is an act "necessary to carry out" the existing legislative policy to build a new city hall. See *Witcher*, 716 P.2d at 449; *Margolis*, 638 P.2d at 303; *Zwerdinger*, 194 Colo. at 196, 571 P.2d at 1077. The decision to raise tax revenues to be used in part for city hall construction was made in 1977 and approved by the majority of Idaho Springs voters in a special election. Implementation of the 1977 policy decision in the ordinance is administrative or executive and is not a proper subject for an initiated ordinance.
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legislative in character. The court acknowledged that decisions surrounding the administrative/legislative determination needed to be made on a case by case basis. It can be argued that the question of whether the town should allow the sale of medical and retail marijuana is a legislative decision but the enforcement and implementation including time place manner and number restrictions are administrative in nature. Further, to the degree that the Initiated Ordinance has the Local Licensing Authority, which does not exist until the Ordinance is adopted, adopting positions, that action is likewise administrative. “When in a matter of state-wide concern, such as Marijuana Licensing, the state legislature has specifically delegated particular authority to the governing board, courts have uniformly held that the initiative processes do not ordinarily apply.” McQuillan, Law of Municipal Corporation §16.52 (3rd Ed.).

Usurpation of Administrative and enforcement Power. The Initiated Ordinance improperly limits enforcement powers which by statute are afforded to the liquor licensing authority. Particularly Sec. 14-13 limits the Local Licensing Authorities statutory ability to take disciplinary action, limiting the enforcement powers to situations where the Licensed Premises have been consistently operated in a manner that adversely affects, and creates an ongoing emergency. Limitation of the authority’s quasi-judicial powers afforded by state law is not an appropriate exercise of the initiative power.

Impossibility of Implementation. It can be argued that implementation of the Initiated Ordinance is virtually impossible as the ordinance is presented. As noted, the Initiated Ordinance cites to laws that no longer exist. As a general rule-initiated matters, once adopted may not be changed, the initiated Ordinance as proposed adopts state laws that are no longer in place and will become increasingly difficult to enforce and implement as time goes on.

Initiative vs. Referendum. Questions were raised whether the proponents may by initiative overturn the prior actions of the Town board in prohibiting the sales of medical and retail marijuana within the limits of the Town or if this action had to be filed as a referendum within the requisite time after the town board, as allowed by the state constitution, adopted ordinances precluding local marijuana sales.

Article XVIII Section 16, (5) (f) of the constitution allowed the Town by ordinance to prohibit retail marijuana stores. Having done so the ordinance had to be challenged by referendum to be changed?

Possible Alternative Ordinances. There is some authority that suggests that the proponents could withdraw the Initiated Ordinances.²³ I tentatively made a suggestion to the proponent’s attorney that if the flawed Initiated Ordinances were withdrawn and single question ordinances along the form being submitted to the Board were alternate ordinances could be submitted. ²⁴ Initially the attorney appeared to be interested in the proposal to withdraw, and advised he would get back to me. I followed up late

²³ The ability to withdraw the petitions at this point is subject to legal questions.

²⁴ § 31-11-104 (2) Alternative ordinances may be submitted at the same election, and, if two or more conflicting measures are approved by the people, the one that receives the greatest number of affirmative votes shall be adopted in all particulars as to which there is a conflict.

Friday and was advised that he had not received a client response. We exchanged cell phone numbers, as of late Sunday I have not been contacted. The Board could elect to present an alternative ordinance to be considered by the voters at the same election as the Initiated Ordinances are presented. The Board needs to evaluate whether this causes confusion.

INITIATIVE PETITION

Petition Section ____

WARNING: IT IS AGAINST THE LAW:

For anyone to sign any initiative or referendum petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign a petition when not a registered elector who is eligible to vote on the measure.

**DO NOT SIGN THIS PETITION UNLESS YOU ARE A REGISTERED ELECTOR
AND ELIGIBLE TO VOTE ON THIS MEASURE.**

**TO BE A REGISTERED ELECTOR, YOU MUST BE
A CITIZEN OF COLORADO AND REGISTERED TO VOTE.**

Do not sign this petition unless you have read or have had read to you the proposed initiative or referred measure or the summary in its entirety and understand its meaning.

SUMMARY: The initiative seeks to impose a retail marijuana sales tax in the Town of Wellington.

Full Text of Measure:

Be it enacted by the Town of Wellington, Colorado

Ordinance Concerning Retail Marijuana Sales Tax in the Town of Wellington, Colorado

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer's Bill of Rights ("TABOR") requires voter approval for any new tax, any increase in any tax rate, the creation of any debt, extension of an expiring tax, and the spending of certain funds above limits established by TABOR; and

WHEREAS, November 3, 2020, is the coordinated general election for the State of Colorado and is one of the election dates at which ballot issues may be submitted to the eligible electors of the Town pursuant to TABOR; and

WHEREAS, if approved by a majority of the registered electors of the Town voting in the November 3, 2020 coordinated general election, Chapter 2 of the Wellington Municipal Code shall be amended to add a new Article 15, "Retail Marijuana Sales Tax," as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE REGISTERED ELECTORS OF THE TOWN OF WELLINGTON, COLORADO THAT:

Section 1. A new Article 15 is hereby added to Chapter 2 of the Wellington Municipal Code entitled "Retail Marijuana Sales Tax," to read as follows:

Article 15 - RETAIL MARIJUANA SALES TAX

Sec. 15-10 Administration and Enforcement.

The Retail Marijuana Sales Tax imposed pursuant to this Article shall be administered and enforced in a manner consistent with the administration and enforcement of other Town sales taxes, including, without limitation, any penalties for failure to make any return or to collect or pay any tax.

Sec. 15-20 Definitions.

When used in this Article, the following words and phrases shall have the following meanings, unless from the context it clearly appears that a different meaning is indicated:

Consumer: A person twenty-one (21) years of age or older who purchases Retail Marijuana or Retail Marijuana Products for personal use by a person twenty-one (21) years of age or older.

Retail Marijuana: All parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. "Marijuana" does not include industrial hemp, nor fiber produced from the stalks, oil or cake made from the seeds of the plant, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other product. Retail Marijuana does not include Medical Marijuana as defined under the Colorado Medical Marijuana Code, C.R.S. §12-43.3-101, *et seq.*

Retail Marijuana Products: Concentrated Retail Marijuana Products that are comprised of Retail Marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

Retail Marijuana Sales Tax: The tax imposed on the sale of Retail Marijuana and Retail Marijuana Products pursuant to this Chapter.

Retail Marijuana Store: An entity licensed by the Colorado Department of Revenue to sell Retail Marijuana and Retail Marijuana Products to Consumers pursuant to Section 16 of Article XVIII of the Colorado Constitution and the "Colorado Retail Marijuana Code," Article 43.4 of Title 12, C.R.S., and licensed by the Local Licensing Authority pursuant to the Code.

Sec. 15-30 Imposition of tax.

- A. In addition to the sales tax imposed by Article 4, Chapter 4 of the Code, there is imposed upon all sales of Retail Marijuana and Retail Marijuana Products to a Consumer by a Retail Marijuana Store a tax at the rate of three and one-half percent (3.5%) of the amount of the sale.
- B. The maximum tax rate that may be imposed pursuant to this Section is five percent (5%). At any time on or after January 1, 2022, the Town may, by ordinance:
 1. Establish another tax rate to be imposed pursuant to this Chapter that is equal to or less than the maximum five percent (5%) tax rate provided in this subsection; or
 2. After establishing a tax rate that is lower than five percent (5%), increase or decrease the tax rate to be imposed pursuant to this Chapter; except that in no event shall the Town increase the tax rate above five percent (5%) of the amount of the sale of Retail Marijuana or Retail Marijuana Products.
- C. Nothing in this section shall be construed to impose a tax on the sale of marijuana products to any person by a Medical Marijuana Center licensed by the Colorado Department of Revenue to sell Medical Marijuana pursuant to the Colorado Medical Marijuana Code, Article 43.3 of Title 12, C.R.S., and licensed by the Town pursuant to this Chapter. To the extent any Retail Marijuana Establishment exists at the same location and under common ownership with a licensed Medical Marijuana Center, the retailer shall strictly segregate and account for sales of Retail Marijuana distinct from Medical Marijuana in accordance with all applicable state and city laws.

Sec. 15-40 Purpose of tax.

The Board of Trustees hereby declares that the purpose of the levy of the Retail Marijuana Sales Tax imposed by this Article is for raising funds for construction of a new community or recreation center, and/or other general operating expenses as may be designated instead by the Town on an annual basis.

Sec. 15-50 Revenue and spending limitations.

Notwithstanding any limitations on revenue , spending, or appropriations contained in Section 20 of Article X of the Colorado Constitution or any other provision of law, any revenues generated by the Retail Marijuana Sales Tax imposed pursuant to this Article, as approved by the voters at the general election on November 3, 2020, may be collected and spent as a voter-approved revenue change and shall not require further voter approval to modify the tax rate as provided in this Article.

Section 2. If any clause or provision of this ordinance is held to be invalid or unenforceable, the invalidity or unenforceability of the clause or provisions will not affect the validity of any of the remaining clauses or provisions of this ordinance.

Pursuant to §31-11-106 (2) C.R.S., each petition section shall designate by name and mailing address two persons who shall represent the proponents in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed.

- | | | |
|-----------|---------------------|--|
| 1. | Amie Rakoczy | 5856 S. Lowell Blvd., Unit 32, #242, Littleton, CO, 80123 |
| 2. | Tim Morgen | 5856 S. Lowell Blvd., Unit 32, #242, Littleton, CO, 80123 |

INITIATIVE PETITION

Petition Section ____

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Do not sign this petition unless you have read or have had read to you the proposed initiative or referred measure or the summary in its entirety and understand its meaning.

SUMMARY: The initiative seeks to impose a retail marijuana sales tax in the Town of Wellington.

1.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
.....			
2.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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3.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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4.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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5.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
.....			
6.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
.....			
7.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
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INITIATIVE PETITION

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8.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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9.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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10.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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11.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
.....			
12.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
.....			
13.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
.....			
14.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County

INITIATIVE PETITION

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SUMMARY: The initiative seeks to impose a retail marijuana sales tax in the Town of Wellington.

15.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
.....			
16.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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17.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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18.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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19.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
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20.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County
.....			
21.	_____ Printed last name	_____ Printed first name	_____ Date of Signing
	_____ SIGNATURE	_____ Street Address	<u>Wellington / Larimer</u> City / County

INITIATIVE PETITION

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SUMMARY: The initiative seeks to impose a retail marijuana sales tax in the Town of Wellington.

22.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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23.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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24.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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25.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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26.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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27.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
.....			
28.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County

INITIATIVE PETITION

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29.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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30.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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31.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
.....			
32.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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33.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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34.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
.....			
35.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County

INITIATIVE PETITION

Petition Section ____

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SUMMARY: The initiative seeks to impose a retail marijuana sales tax in the Town of Wellington.

36.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
.....			
37.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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38.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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39.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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40.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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41.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
.....			
42.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County

INITIATIVE PETITION

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SUMMARY: The initiative seeks to impose a retail marijuana sales tax in the Town of Wellington.

43.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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44.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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45.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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46.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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47.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County
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48.	_____	_____	_____
	Printed last name	Printed first name	Date of Signing
	_____	_____	_____
	SIGNATURE	Street Address	<u>Wellington / Larimer</u> City / County

Pursuant to §31-11-106 (2) C.R.S., each petition section shall designate two persons who shall represent the proponents in all matters affecting the petition and to whom all notices concerning the petition shall be mailed.

- | | | |
|----|--------------|---|
| 1. | Amie Rakoczy | 5856 S. Lowell Blvd., Unit 32, #242, Littleton, CO, 80123 |
| 2. | Tim Morgen | 5856 S. Lowell Blvd., Unit 32, #242, Littleton, CO, 80123 |

AFFIDAVIT OF PETITION CIRCULATOR

I, _____, hereby certify that:

1. I have read and understand the laws governing circulations of petitions in Colorado;
2. I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors;
3. I circulated this section of the petition;
4. Each signature thereon was affixed in my presence;
5. Each signature thereon is the signature of the person whose name it purports to be;
6. To the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector;
7. I have not paid or will not in the future pay and I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to the petition; and
8. I currently reside at the following address:

Street Address: _____

City, State, Zip Code: _____

County: _____

FURTHER, Affiant sayeth not.

[printed name of circulator]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Board of Trustees Meeting

Date: September 22, 2020

Submitted By:

Resolution No. 30-2020 - A Resolution Calling a Special Election in the Town of Wellington, Colorado

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

The Town Clerk's Office received signed petition forms for the sale of retail and medical marijuana in the Town of Wellington and to impose a 3.5% tax on retail marijuana and retail marijuana products in the Town of Wellington on July 30, 2020. The Clerk then inspected the signatures on the petitions for validity. A statement of sufficiency was completed within the 30 days allowed. A statement of sufficiency was sent to the individuals listed on the petitions as the proponents of the petitions electronically on August 20, 2020 and on August 25, 2020 as hard copies

The proposed ordinances may be adopted without alteration by the legislative body within 20 days (by 09/09/2020) following the final determination of petition sufficiency. If the proposed ordinances are not adopted by the legislative body, the proposed ordinances shall forthwith be published as other ordinances as published and shall refer the proposed ordinances, in the form petitioned for, to the registered electors of the municipality at a regular or special election.

Pursuant to C.R.S 31-10-108, Special elections shall be held on any Tuesday designated by ordinance or resolution of the governing body. No special election shall be held within the ninety days preceding a regular election. No special election shall be called within sixty days before the date thereof, nor shall any special election be held within the thirty-two days before or after the date of a primary, general, or congressional vacancy election. A special election may be held at the same time and place as a primary, congressional vacancy, or general election as a coordinated election pursuant to section 1-7-116, C.R.S., or may be conducted at the same time as a mail ballot election pursuant to article 7.5 of title 1, C.R.S. Special elections shall be conducted as nearly as practicable in the same manner as regular elections.

The special election can be called on any Tuesday between December 7, 2020 - January 17, 2021.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Staff recommends approval of Resolution 30-2020 with a date certain for the Special Election.

ATTACHMENTS

1. Special Election Resolution

TOWN OF WELLINGTON

RESOLUTION 30-2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO CALLING A SPECIAL ELECTION

WHEREAS, C.R.S. §§ 31-10-108 requires that any special election be called by resolution or ordinance of the governing body; and

WHEREAS, the Board of Trustees desires to conduct a special election, by mail ballot on _____ to present to the registered electors one or more ballot questions or issues.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, THAT:

1. Pursuant to C.R.S. §§ 31-10108, the Board of Trustees calls a special election to be held on _____. The purpose of such special election shall be to submit to the registered electors of Wellington:
 - a) Shall the Town of Wellington allow retail and medical marijuana sales in the C-3 zone district.
2. As authorized by the Municipal Election Code, the special election shall be conducted as a mail ballot election in accordance Article 10, Title 31, C.R.S.
3. The Town Clerk is hereby appointed as the Election Official of the Town for the special election. The Town Clerk shall have full authority and is hereby directed to perform and discharge all functions and duties imposed upon the Town by law.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted by the Board of Trustees this 8th day of September, 2020

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: September 22, 2020

Submitted By:

**Resolution No. 31-2020 - A Resolution Authorizing the Town Clerk to Appoint
Election Judges for the Special Election**

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Election Judge Resolution

TOWN OF WELLINGTON

RESOLUTION NO. 31-2020

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
WELLINGTON, COLORADO AUTHORIZING THE TOWN CLERK TO APPOINT
ELECTION JUDGES FOR THE SPECIAL ELECTION**

WHEREAS, C.R.S. §§ 31-10-401 provides the municipal election judges must be appointed at least fifteen (15) days prior to the day of the election; and

WHEREAS, the Town of Wellington has a special election scheduled for _____; and

WHEREAS, C.R.S. §§ 31-10-401 further provides that the governing body may, by resolution, delegate the town clerk the authority and responsibility to appoint the judges of the election.

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

That the Town Clerk is hereby authorized to appoint the judges of election for the special election to be held on Tuesday, _____.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted by the Board of Trustees this 8th day of September, 2020

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: September 22, 2020

Submitted By:

Resolution No. 36-2020 - A Resolution Referring a Ballot Question

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. BOARD COMMUNICATION 9.17.20
2. Voter referral and special election



Board of Trustees COMMUNICATION

Meeting Date: Sept 22, 2020	Page 1 of 1	Item:
Agenda No.:	Presented by: Town Attorney	Special meeting and referral of initiated marijuana ordinances

At the board's September 8, 2020 meeting the board tabled agenda items 3 through 6:

3. Proposed Ordinance - An Ordinance Concerning the Regulation of Retail and Medical Marijuana Stores in the Town of Wellington.
4. Proposed Ordinance - An Ordinance Concerning Retail Marijuana Sales Tax in the Town of Wellington, Colorado.
5. Resolution No. 30-2020 - A Resolution Calling a Special Election in the Town of Wellington, Colorado
6. Resolution No. 31-2020 - A Resolution Authorizing the Town Clerk to Appoint Election Judges for the Special Election

As set forth in the accompanying resolution C.R.S. § 31-11-104(1) provides in applicable part:

*... The proposed ordinance may be adopted without alteration by the legislative body within twenty days following the final determination of petition sufficiency. If ... the proposed ordinance is not adopted by the legislative body, the legislative body shall **forthwith** publish the proposed ordinance as other ordinances are published and shall refer the proposed ordinance, in the form petitioned for, to the registered electors of the municipality at a regular or special election held not less than sixty days and not more than one hundred fifty days after the final determination of petition sufficiency, unless otherwise required by the state constitution. The ordinance shall not take effect unless a majority of the registered electors voting on the measure at the election vote in favor of the measure. ; **and,***

This statute requires the board **forthwith** to publish the proposed ordinance as other ordinances are published and shall refer the proposed ordinance. Forthwith is not defined by the statute. As the board is aware protests related to the sufficiency of the proposed initiated ordinances were filed and those protests were heard by the municipal judge as the hearing officer on Wednesday September 16th The judges decision is due by Monday September 21st and should be available by the time of the board meeting. Staff will be able to advise the board relative to the hearing officer's decision at the upcoming meeting. As noted in the accompanying proposed resolution, the hearing officer's determination can be appealed to the court.

The resolution is intended to address the tabled matters. This said, the election can not be held until December and there is no urgency to setting the election date. If the hearing officer (r a court) determines that the proposed ordinances are fatally defective, the election would not be necessary. Cancelling the special elections would be problematic.

It would be staff's recommendation that the proposed resolution as well as agenda item 6 related to election judges be further tabled until the 13th meeting to afford a better picture of the status of this matter.

RESOLUTION OF BOARD SENDING INITIATED ORDINANCE REGARDING SALE OF MARIJUANA TO THE VOTERS

RESOLUTION 36-2020

TOWN OF WELLINGTON, COLORADO

A RESOLUTION OF THE TOWN BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, REFERRING A BALLOT QUESTION REGARDING THE REGULATION OF RETAIL AND MEDICAL MARIJUANA STORES TO THE ELECTORS OF THE TOWN AND SETTING A SPECIAL ELECTION FOR SUCH MATTER FOR JANUARY 12, 2021, and REFERRING A BALLOT QUESTION REGARDING THE A RETAIL MARIJUANA SALES TAX TO THE ELECTORS OF THE TOWN AND SETTING A SPECIAL ELECTION FOR SUCH MATTER FOR NOVEMBER 1, 2021.

WHEREAS, two initiated ordinance petitions, one, an Ordinance Concerning the Regulation of Retail and Medical Marijuana Stores in the Town of Wellington (the “Marijuana Initiated Ordinance”) and one, an Ordinance Concerning Retail Marijuana Sales Tax in the Town of Wellington, Colorado (the “Tax Initiated Ordinance”) (together the Marijuana Initiated Ordinance and the Tax Initiated Ordinance re referred to as the “Initiated Ordinances”), were filed with the Wellington Town Clerk, and.

WHEREAS, pursuant to **C.R.S. § 31-11-109** the Wellington Town Clerk (the “Clerk”) inspected the filed Initiated Ordinances and issued a statement (the “Statement of Sufficiency”) on August 20, 2021, that a sufficient number of valid signatures had been submitted; and,

WHEREAS, C.R.S. § 31-11-104(1) provides in applicable part:

*... The proposed ordinance may be adopted without alteration by the legislative body within twenty days following the final determination of petition sufficiency. If ... the proposed ordinance is not adopted by the legislative body, the legislative body shall **forthwith** publish the proposed ordinance as other ordinances are published and shall refer the proposed ordinance, in the form petitioned for, to the registered electors of the municipality at a regular or special election held not less than sixty days and not more than one hundred fifty days after the final determination of petition sufficiency, unless otherwise required by the state constitution. The ordinance shall not take effect unless a majority of the registered electors voting on the measure at the election vote in favor of the measure; and,*

WHEREAS, the Clerk placed on the Agenda of the Wellington Town Board of Trustees (the “Town Board”) at the September 8, 2020, meeting for consideration, the Initiated Ordinances, such date having been within twenty days following the Clerks issuance of the Statement of Sufficiency; and,

WHEREAS, the Town Board at the September 8, 2020, meeting did not adopt either of the Initiated Ordinances; and

WHEREAS, the Town Board, having not adopted the Initiated Ordinances is required to **forthwith** publish the Initiated Ordinances to the registered electors of the Town at a regular or special election held not less than sixty days and not more than one hundred fifty days after Statement of Sufficiency, unless otherwise required by the state constitution; and,

WHEREAS, the Clerk has been advised by the Elections Division Clerk of Larimer County, Colorado, that timing does not allow the Town Board to place the Initiated Ordinances on the General Election Ballot for the November 3, 2020, election; and,

WHEREAS, C.R.S. § 31-10-108 provides, in applicable part,
Special elections shall be held on any Tuesday designated by ordinance or resolution of the governing body. ... No special election shall be called within sixty days before the date [the date of the general Election} thereof, nor shall any special election be held within the thirty-two days before or after the date of a primary, general, or congressional vacancy election. ...and

WHEREAS, pursuant to C.R.S. § 31-10-108 the time 60 days from the date of the General Election has passed and a special election therefore may not be scheduled until, at the earliest December 8, 2020 (32 days after November 3, 2020); and,

WHEREAS, pursuant to C.R.S. § 31-11-104(1), a special election must be held no later than January 12, 2021 (the Tuesday before one hundred fifty days after the issuance of the Clerk's issuance of the Statement of Sufficiency); and,

WHEREAS, registered electors are afforded an opportunity for protest by C.R.S. § 31-11-110 which provides to in applicable part:

- (1) Within forty days after an initiative or referendum petition is filed, a protest ...may be filed, and*
- (3) . No later than five days after the conclusion of the hearing, the hearing officer shall issue a written determination of whether the petition is sufficient or not sufficient and the reasons therefor.... The determination as to petition sufficiency may be reviewed by the district court for the county in which such municipality or portion thereof is located upon application of the protester, the persons designated as representing the petition proponents ..., or the municipality, but such review shall be had and determined forthwith. and,*

WHEREAS, C.R.S. § 31-11-110 protests were filed and were heard by the hearing officer on September 16, 2020, a decision relative to the protests has been rendered by the hearing officer. By Colorado Rule of Civil Procedure 106(4) and 106 (5)(b) the hearing officer's determination is subject to review by the district court by filing with the district court within 28 days of the date of receipt of the hearing officer's decision; and,

WHEREAS, either of the protesters, the persons designated as representing the petition proponents, or the municipality are still able to request review of the hearing officer's decision; and

WHEREAS, Article X, Section 20 (TABOR) at subpart (3)(a) provides that tax ballot issues of the type proposed by the Tax Initiated Ordinance may only be presented at a state general election, biennial local district election, or on the first Tuesday in November of odd-numbered years; and

WHEREAS, as it is not possible to place the Tax Initiated Ordinance on the general election ballot, the earliest the Tax Initiated Ordinance can be placed on the ballot is November 1, 2021 (the first Tuesday in November of the odd-numbered year).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, THAT:

Section 1. Pursuant to C.R.S. § 31-10-108 the Town Board calls a special election to be held on January 12, 2021.

Section 2. Pursuant to C.R.S. § 31-10-108 the Town Board calls a special election to be held on November 1, 2021.

Section 3. There is hereby submitted to a vote of the electors of the Town of Wellington,

Colorado at the special election to be held on January 12, 2021 the following ordinance/question:

BALLOT TITLE: Removing prohibitions on the sale of medical and retail marijuana in the Town of Wellington, Colorado.

SUBMISSION CLAUSE: Shall the sale of Retail and Medical Marijuana be lawful in the Town of Wellington Colorado and shall the Town be authorized to issue licenses for the sale of Retail Marijuana and Medical Marijuana in the C-3 zoning district in accordance with the Marijuana Initiated Ordinance submitted to the Town Clerk on [REDACTED] and published by the Clerk.

Section 4. The Board of Trustees hereby authorizes and directs the officers of the Town to certify on or before December 15, 2020, the ballot title and submission clause, in a form to be finally approved by the Town Board, in substantially the form set in Section 3. Such ballot title shall be submitted to the eligible electors of the Town at the January 12, 2021, special election.

Section 5. There is hereby submitted to a vote of the electors of the Town of Wellington, Colorado at the November 1, 2021, special election the following ordinance/question:

BALLOT TITLE: Authorizing the charging of a special sales tax on sales of Retail Marijuana.

SUBMISSION CLAUSE: Shall the Town of Wellington imposing an additional special sales tax of three and one half percent (3.5%) on the sale of retail marijuana and retail marijuana products, with the rate of such tax being allowed to be decreased or increased without further voter approval so long as the rate of the tax does not exceed five percent (5%) in accordance with the Tax Initiated Ordinance submitted to the Town Clerk on [REDACTED] and published by the Clerk.

Section 6. The Town Board of Trustees hereby authorizes and directs the officers of the Town to certify on or before December 15, 2020, in a form to be finally approved by the Town Board, the ballot title and submission clause in substantially the form set in Section 1. Such ballot title shall be submitted to the eligible electors of the Town at the November 1, 2021 election.

Section 7 Town of Wellington staff is directed to prepare a TABOR election notice and mail that notice to all registered electors for the November 1, 2021 special election as required by TABOR and applicable law.

Section 8: By December 15, 2020, or such later date as may be established by the Town Board, the Clerk shall provide dates to the Town Board by which registered electors of the Town may submit written comments to the Clerk to be included in a Pro and Con Summary in the TABOR election notice.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Town of Wellington, Colorado, on the 22nd day of September 2021.

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Due to COVID19, the Town of Wellington, Colorado is providing virtual coverage of Town Board of Trustees meetings to protect the health of citizens, Board of Trustees members and staff. Meetings will not be held in the Board of Trustees chamber until further notice.



Board of Trustees Meeting

Date: September 22, 2020

Submitted By:

Resolution No. 35-2020 - A Resolution Appointing the Town Treasurer

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

Pursuant to Wellington Municipal Code, the Town Treasurer shall be appointed by a majority vote of all the members of the Board of Trustees.

STAFF RECOMMENDATION

ATTACHMENTS

1. Resolution 35-2020 - Appointing Town Treasurer

TOWN OF WELLINGTON

RESOLUTION NO. 35-2020

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
APPOINTING THE TOWN TREASURER**

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado (the “Board”) has adopted and reenacted the Wellington Municipal Code; and

WHEREAS, Section 2 of the Wellington Municipal Code provides for appointment of officers, including, as set forth in Section 2-3-10, the Town Administrator/Clerk, Town Attorney, Town Treasurer and Municipal Judge; and

WHEREAS, Section 2-3-30 provides that the Board shall appoint a Town Treasurer; and

WHEREAS, the Town Treasurer resigned and the assistant town finance director was appointed as interim Town Treasurer; and

NOW, THEREFORE, BE IT RESOLVED THAT:

THE BOARD APPOINTS THE FOLLOWING PERSONS TO SERVE AS OFFICERS OF THE TOWN:

1. The Board appoints Judith Tippetts as the Town Treasurer.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON THIS 22nd DAY OF SEPTEMBER, 2020.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Treasurer Financial Report – August 2020



TOWN OF
WELLINGTON

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund

The new monthly Town's Treasurer Report uses the existing monthly financial report prepared by the Finance Department and provides a budget comparison based on the annual total budget amount for the revenues, expenditures, and the monthly amount.

(All figures Unaudited)

	8/31/2020 ACTUAL	12/31/2020 BUDGET	8/31/2020 YTD	YTD % Change
Revenues				
Taxes and Impact Fees	302,287	3,609,779	2,970,085	82%
Licenses and Permits	87,006	501,560	504,888	101%
Intergovernmental	450	3,690	3,001	81%
Charges for Services	17,494	101,927	130,587	128%
Fines and Forfeitures	297	11,719	5,052	43%
Earnings and Investments	2,433	179,161	47,481	27%
Miscellaneous	-	14,695	19,048	130%
Total Revenue	409,967	4,422,531	3,680,143	83%
Transfers In				
General Fund	201,764	2,421,173	1,614,115	67%
Total Transfers In	201,764	2,421,173	1,614,115	67%
Expenditures				
Current:				
General Government	213,684	2,535,579	1,411,995	56%
Public Safety	7,292	1,466,817	404,858	28%
Public Works	105,121	1,514,049	763,978	50%
Parks and Recreation	5,688	90,910	38,858	43%
Economic Development	855	261,910	130,747	50%
Library	8,275	203,340	107,754	53%
Capital Outlay	29,310	1,609,743	457,062	28%
Total Expenditures	370,225	7,682,348	3,315,253	43%
Excess of Revenue over				
Expenditures	241,507	(838,644)	1,979,006	
Fund Balance at Beg (Estimated)	5,551,060	5,551,060	5,551,060	
Fund Balance at End (Estimated)	5,792,567	4,712,416	7,530,066	160%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Streets Fund

(All figures Unaudited)

	8/31/2020 ACTUAL	12/31/2020 BUDGET	8/31/2020 YTD	YTD % Change
Revenues				
Taxes and Impact Fees	254,127	1,977,305	1,195,420	60%
Licenses and Permits	10,200	1,800	65,500	3639%
Earnings and Investments	440	21,906	11,750	54%
Miscellaneous	32	2,000	252	13%
Total Revenue	264,799	2,003,011	1,272,922	64%
Expenditures				
Current:				
Public Works	7,057	337,842	165,720	49%
Capital Outlay	-	1,073,450	9,554	1%
Total Expenditures	7,057	1,411,292	175,274	12%
Transfers Out				
Transfer to General Fund	42,245	506,938	337,959	67%
Total Transfers Out	42,245	506,938	337,959	67%
Excess of Revenue over Expenditures	215,497	84,781	759,689	
Fund Balance at Beg (Estimated)	1,445,059	1,445,059	1,445,059	
Fund Balance at End (Estimated)	1,660,556	1,529,840	2,204,748	144%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Parks Fund

(All figures Unaudited)	8/31/2020	12/31/2020	8/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	158,664	1,337,037	988,290	74%
Charges for Services	1,008	109,599	35,458	32%
Earnings and Investments	572	35,000	14,489	41%
Miscellaneous	14	-	2,869	0%
Total Revenue	160,257	1,481,636	1,041,106	70%
Transfers In				
Conservation Trust	-	200,000	-	0%
Total Transfers In	-	200,000	-	0%
Expenditures				
Current:				
Parks and Recreation	55,642	1,014,679	466,847	46%
Capital Outlay	-	333,000	65,590	20%
Debt Service:				
Principal	19,731	225,881	157,263	70%
Interest	2,724	43,579	22,377	51%
Total Expenditures	78,097	1,617,139	712,077	44%
Transfers Out				
Transfer to General Fund	27,847	334,162	222,775	67%
Total Transfers Out	27,847	334,162	222,775	67%
Excess of Revenue over				
Expenditures	54,313	(269,665)	106,254	
Fund Balance at Beg (Estimated)	2,484,872	2,484,872	2,484,872	
Fund Balance at End (Estimated)	2,539,185	2,215,207	2,591,126	117%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Conservation Trust Fund

(All figures Unaudited)

	8/31/2020 ACTUAL	12/31/2020 BUDGET	8/31/2020 YTD	YTD % Change
Revenues				
Intergovernmental	-	92,000	48,761	53%
Earnings and Investments	155	9,500	4,082	43%

Total Revenue	155	101,500	52,843	52%
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Transfers Out

Transfer to Park Fund	-	-	-	0%
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Total Transfers Out	-	-	-	0%
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Excess of Revenue over

Expenditures	155	101,500	52,843	
Fund Balance at Beg (Estimated)	479,190	479,190	479,190	
Fund Balance at End (Estimated)	479,345	580,690	532,033	92%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Water Fund

(All figures Unaudited)	8/31/2020	12/31/2020	8/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	252,291	2,097,382	1,512,736	72%
Miscellaneous	-	-	-	0%
Total Operating Revenue	252,291	2,097,382	1,512,736	72%
Operating Expenses				
Administrative	75,723	908,674	605,783	67%
Operating	82,550	2,226,170	571,687	26%
Depreciation	-	-	-	0%
Total Operating Expenses	158,273	3,134,844	1,177,470	38%
Operating Income (Loss)	94,018	(1,037,462)	335,266	-32%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	777	85,593	110,094	129%
Earnings on Investments	3,953	371,046	94,790	26%
Interest Expense	-	(480,306)	(270,931)	56%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	3,953	(109,260)	(176,141)	161%
Income (Loss) Before Transfers & Contributions	97,971	(1,146,722)	159,125	
Capital Contributions	596,705	4,466,601	3,453,016	77%
Changes in Net Position	694,676	3,319,879	3,612,141	109%
Net Position Beg (Estimated)	35,744,566	35,744,566	35,744,566	100%
Net Position End (Estimated)	36,439,242	39,064,445	39,356,707	101%
Fund Balance Beg (Estimated)*	18,032,137	18,032,137	18,032,137	
Change**	681,695	(2,615,922)	114,142	
Fund Balance End (Estimated)	18,713,832	15,416,215	18,146,279	

*Fund Balance is broken out into two categories:

Tap Fees \$7,875,998

Raw Water Fees \$10,156,139

**Adds in non cash items and loan principal payments

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Sewer Fund

(All figures Unaudited)	8/31/2020	12/31/2020	8/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	121,340	1,327,389	942,229	71%
Total Operating Revenue	121,340	1,327,389	942,229	71%
Operating Expenses				
Administrative	46,110	570,562	368,879	65%
Operating	49,117	783,772	444,116	57%
Depreciation	-	-	-	0%
Total Operating Expenses	95,227	1,354,334	812,995	60%
Operating Income (Loss)	26,113	(26,945)	129,234	-480%
Non - Operating Revenues (Expenses)				
Earnings on Investments	2,383	163,386	85,524	52%
Interest Expense	-	(133,521)	(62,336)	47%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	2,383	29,865	23,188	78%
Income (Loss) Before Transfers & Contributions	28,495	2,920	152,422	
Capital Contributions	202,500	1,944,000	1,387,500	71%
Changes in Net Position	230,995	1,946,920	1,539,922	79%
Net Position Beg (Estimated)	21,901,894	21,901,894	21,901,894	100%
Net Position End (Estimated)	22,132,889	23,848,814	23,441,816	98%
Fund Balance Beg (Estimated)	10,057,413	10,057,413	10,057,413	
Change*	182,728	206,765	1,013,221	
Fund Balance End (Estimated)	10,240,141	10,264,178	11,070,634	

*Adds in non cash items and loan principal payments

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Storm Drainage Fund

(All figures Unaudited)	8/31/2020	12/31/2020	8/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	52,092	589,002	407,310	69%
Total Operating Revenue	52,092	589,002	407,310	69%
Operating Expenses				
Administrative	9,840	118,080	78,720	67%
Operating	631	275,708	6,872	2%
Depreciation	-	-	-	0%
Total Operating Expenses	10,471	393,788	85,592	22%
Operating Income (Loss)	41,621	195,214	321,718	165%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	35,175	97,286	184,085	189%
Earnings on Investments	241	20,558	6,425	31%
Total Non-Operating Revenues (Expenses)	35,416	117,844	190,509	162%
Income (Loss) Before Transfers & Contributions	77,037	313,058	512,227	
Capital Contributions	-	-	-	0%
Changes in Net Position	77,037	313,058	512,227	164%
Net Position Beg (Estimated)	3,913,099	3,913,099	3,913,099	100%
Net Position End (Estimated)	3,990,136	4,226,157	4,425,326	105%
Fund Balance Beg (Estimated)	1,026,448	1,026,448	1,026,448	
Change*	77,037	(303,241)	94,454	
Fund Balance End (Estimated)	1,103,485	723,207	1,120,902	

*Adds in non cash items and loan principal payments

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Capital Projects Fund

(All figures Unaudited)

	8/31/2020 ACTUAL	12/31/2020 BUDGET	8/31/2020 YTD	YTD % Change
Transfers				
Transfers In	90,559	23,050,813	3,264,670	14%
Total Transfers In	90,559	23,050,813	3,264,670	14%
Capital Projects				
Down Town Master Plan	-	-	-	0%
Property Acquisition	9,695	350,000	276,257	79%
Comprehensive Plan/Land Use Update	19,708	195,798	62,085	32%
Town Hall Space Needs Assessment	-	770,000	17,243	2%
Economic Development Study	-	10,000	-	0%
Recreation Center feasibility study	-	50,000	-	0%
Old Town Street Repairs	-	449,440	-	0%
Newer Subdivison Seal Coat	-	67,416	-	0%
I-25 Interchange at Cleveland 30% Design	-	333,333	-	0%
Pavement Study	-	40,000	-	0%
Water Plant Expansion Construction and Construction Management	-	13,730,780	113,980	1%
Emergency Power for Main Water Treatment Plant	-	212,000	-	0%
Tank Coating	-	20,000	-	0%
Redundancy for Pumps to Water Tower Storage	-	50,000	-	0%
Wilson Well Improvements	12,981	480,000	382,737	80%
Bulk Water Dispenser	-	60,000	-	0%
3 Chemical Chlorine Dioxide	-	160,000	-	0%
Improved Carbon Feed System	-	70,000	-	0%
Fire Hydrant Replacement	-	60,000	-	0%
Distribution System Master Plan	-	125,000	-	0%
Buffalo Creek Booster Station Upgrade	-	40,000	-	0%
Distribution System Rehabilitation Project	-	200,000	9,222	5%
Nano Plant Expansion	-	47,513	9,565	20%
Back-Up MGD Pump	-	60,000	11,315	19%
Bulk NaOH and Antiscalant	-	30,000	-	0%
Clearwell HS Pump Upgrade	-	25,000	-	0%
Water Source Development	-	3,046,126	2,017,380	66%
WWTP Pumps	-	16,674	21,063	126%
Clarifier Rehabilitaion Project	13,385	523,062	16,637	3%
WWTP Driveway Paving	-	135,000	8,441	6%
WWTP Masterplan	19,921	185,000	65,199	35%
WWTP Shed at Effluent Outfall	-	8,000	-	0%
WWTP Clarifier 3&4 rehabilitation project	-	110,000	-	0%
Manhole Rehab	-	80,000	3,668	5%
WWTP Clarifier Repairs (Tobrow)	-	36,000	-	0%
Lift Station - Safety Upgrade	-	30,000	-	0%
WWTP Blower/Digester Project	-	63,500	-	0%
Old Town Street Rehab	-	56,180	-	0%
Storm Drain & Pan Replacements	-	30,000	-	0%
Master Storm Water Plan	-	127,200	21,042	17%
Parks Master Plan Update	-	40,000	-	0%
Trail Easement acquisition	-	50,000	-	0%
Phase 1 Trail Construction Cleveland to Washington	-	40,000	-	0%
WCP Ballfield Covers	-	40,000	33,380	83%
Parks - NPIC Lateral Improvements at BNSF Crossing	-	34,000	22,656	67%
Pedestrian Access over Windsor Ditch	-	80,000	-	0%
Equipment Shed at Wellington Community Park	-	14,000	-	0%
Pave Existing Trails	-	20,000	-	0%
Design at State Highway at	-	70,000	5,435	8%
Crosswalk Safety Projects	(93)	75,000	44,071	59%
Town Automobile	-	60,000	51,972	87%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Capital Projects Fund

(All figures Unaudited)	8/31/2020	12/31/2020	8/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Vehicle Replacement	-	60,000	28,663	48%
Pot Hole Machine	-	50,000	-	0%
Membranes for Nano	-	56,589	27,698	49%
1000 Gallon Pressure Tank	14,961	15,000	14,961	100%
Backup Generator - Lift Station	-	135,000	-	0%
EV Charging Station	-	15,000	-	0%
Midrange Dump Truck	-	159,000	-	0%
Total Capital Expenses	90,559	23,096,611	3,264,670	14%
Changes in Net Position	-	(45,798)	-	0%
Fund Balance End (Estimated)	-	(45,798)	-	0%

Town of Wellington
Checks 8-15-2020 to 9-15-2020

Check Issue Date	Package	Payee	Amount
8/16/2020	Check on Demand	HARTFORD CONSTRUCTION, LLC	97,591.71
9/15/2020	XCEL ENERGY	6744 E FRONTAGE ROAD	63.24
9/14/2020	PINNACOL ASSURANCE	POLICY 4221077-9TH INSTALLMENT	5,952.00
9/14/2020	XCEL ENERGY	Utilities 8890 Buffalo Creek Pkwy	3,349.14
9/14/2020	ALL AMERICAN BACKFLOW	Annual Backflow Testing for Irrigation Lines	1,085.00
9/14/2020	ALL COPY PRODUCTS, INC.	COPIER USAGE	849.96
9/14/2020	BOBCAT OF THE ROCKIES	Equipment Trade In Program for skldsteer	3,000.00
9/14/2020	COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	888
9/14/2020	COLORADOAN	Ord 16 Publication	99.6
9/14/2020	DAVID W. SCHNEIDER	8/6 8433 4TH ST WEED/MOW/TRIM	767
9/14/2020	DPC INDUSTRIES, INC	2020 Blanket PO for WWTP Chemicals	4,294.88
9/14/2020	F & C DOOR CHECK & LOCK	Lock Replacement at PW Admin Building	2,092.00
9/14/2020	FORT COLLINS BASEBALL CLUB	2020 Recreational/Intermediate Baseball Umpires	4,090.00
9/14/2020	FRONT RANGE STEEL	6 Foot Pipes for WTP Nano	229.44
9/14/2020	INTERSTATES CONSTRUCTION SRVCS	2020 Blanket PO for WTP R&M	180.16
9/14/2020	KACY GRAPHICS	7/28/20-8/21/20 PROFESSIONAL FEES	645
9/14/2020	LEWAN & ASSOCIATES, INC.	IT PROFESSIONAL SERVICE BILLING	9,178.11
9/14/2020	LILEY FISHERIES, INC.	CAC purchasing fish for ponds	1,000.00
9/14/2020	LOGAN SIMPSON DESIGN INC	Invoice #26684 Comp Plan 7/11/2020 thru 8/7/2020	5,302.21
9/14/2020	MIRIAM VILLEGAS-NEGRON	SPANISH TRANSLATION OF ADVISEMENT	90.6
9/14/2020	MUNICIPAL TREATMENT EQUIP. INC	WTP Battery Sensor 4W PT100	237.09
9/14/2020	NORTHERN COLORADO SPORTS OFFICIALS	Scheduling/Administration for September	1,880.00
9/14/2020	TIMBERLINE ELECTRIC & CONTROL CORP.	WTP Logix Relay Card R&M	641.14
9/14/2020	UNCC	Sewer Line Locates	268.2
9/14/2020	USA BLUE BOOK	Fluoride Saturator for WTP	2,850.00
9/14/2020	WELLINGTON-COLORADO MAIN STREET PROGRAM	DOLA Grant Reimbursement Check	865.85
9/10/2020	CENTURYLINK	LEWAN INTERNET	691.11
9/9/2020	WEX BANK	SENIOR BUS	3,136.21
9/9/2020	TDS	3800 WILSON AVE INTERNET	259.85
9/3/2020	Jive Communications Inc	TELEPHONE	710.48
9/2/2020	CENTURYLINK	970-568-7540 001	293.99
9/2/2020	RISE BROADBAND	Internet for WWTP	241.51
9/2/2020	TDS	Internet Bill at 3815 Harison Ave	529.7
9/2/2020	POUDRE VALLEY REA	Town Utility Bills	4,450.22
9/2/2020	XCEL ENERGY	Town Utility Bills	46,066.27
9/1/2020	ALLSTATE	AUGUST PREMIUMS	503.37
9/1/2020	GUARDIAN	VOLUNTARY TERM LIFE	4,460.68
8/30/2020	Utility Management	AARON/KRYSTIN HAWKS	25.75
8/30/2020	Utility Management	AMANDA DAUGAARD/SCOTT RUSSELL	46.67
8/30/2020	Utility Management	AMANDA/DAVID HICKS	171.46
8/30/2020	Utility Management	BETTY DUBOIS	200.15
8/30/2020	Utility Management	BRAD/LETITIA JOHNSON	47.67
8/30/2020	Utility Management	CAMERON CARON	68.28
8/30/2020	Utility Management	CB SIGNATURE HOMES	145.42
8/30/2020	Utility Management	CB SIGNATURE HOMES	120.14
8/30/2020	Utility Management	CHRISTOPHER NELSON/KATHY MILLER	104.07
8/30/2020	Utility Management	DERRICK/LYNDASAY MARTINEZ	107.7
8/30/2020	Utility Management	DEVIN/RACHEL VAN MAANEN	148.27
8/30/2020	Utility Management	DEVON/BRITTANY ROSE	44.74
8/30/2020	Utility Management	DONALD/SARAH RAYMOND	45.29
8/30/2020	Utility Management	DR HORTON	61.93
8/30/2020	Utility Management	EQUITY LLC	76.33
8/30/2020	Utility Management	GINA ANGELINI	64.17
8/30/2020	Utility Management	GORDON STEVENS	117.08
8/30/2020	Utility Management	HARTFORD CONSTRUCTION LLC	119.5
8/30/2020	Utility Management	HARTFORD CONSTRUCTION	88.09
8/30/2020	Utility Management	HARTFORD CONSTRUCTION	75.88 V
8/30/2020	Utility Management	HARTFORD CONSTRUCTION	112.03 V
8/30/2020	Utility Management	HARTFORD CONSTRUCTION LLC	90
8/30/2020	Utility Management	HARTFORD CONSTRUCTION LLC	198.09
8/30/2020	Utility Management	HARTFORD CONSTRUCTION LLC	181.23
8/30/2020	Utility Management	HARTFORD CONSTRUCTION LLC	102.8
8/30/2020	Utility Management	HARTFORD CONSTRUCTION LLC	96.33

8/30/2020	Utility Management	JACK ROBBINS	61.57
8/30/2020	Utility Management	JACOB/LEAH DRAFFEN	114.16
8/30/2020	Utility Management	JASON/ARIEL FREI	148.42
8/30/2020	Utility Management	JIM/JESSICA BROSTRON	55.25
8/30/2020	Utility Management	JOAN WEGNER	133.05
8/30/2020	Utility Management	JON FLACK	186.2
8/30/2020	Utility Management	JONATHAN DELEON	132.7
8/30/2020	Utility Management	KAITLYN BOUNDS	150.78
8/30/2020	Utility Management	KATHLEEN/TIMOTHY MONTY	60.75
8/30/2020	Utility Management	KIMBERLY/DOUGLAS STERKEL	176.88
8/30/2020	Utility Management	KRISTOPHER HOWARD	159.42
8/30/2020	Utility Management	LARRY NOEL	73.34
8/30/2020	Utility Management	LORENA/JOHN HERNANDEZ	129.6
8/30/2020	Utility Management	MARYLOU VERDERAME	66.12
8/30/2020	Utility Management	MATT/TORI RHODES	249.6
8/30/2020	Utility Management	MICHAEL/PATRICIA DEFILIPPO	128
8/30/2020	Utility Management	NIKKI REED	80.63
8/30/2020	Utility Management	PAUL/RHONDA ROSS	127.77
8/30/2020	Utility Management	RUSSEL WAKEFIELD	66.36
8/30/2020	Utility Management	RUSSELL DOWNING	186.64
8/30/2020	Utility Management	SAGE HOMES LLC	158.95
8/30/2020	Utility Management	SAGE HOMES LLC	158.21
8/30/2020	Utility Management	SAGE HOMES LLC	178.21
8/30/2020	Utility Management	SAGE HOMES LLC	97.4
8/30/2020	Utility Management	SAGE HOMES LLC	98.82
8/30/2020	Utility Management	SAGE HOMES LLC	90
8/30/2020	Utility Management	SALVATORE/DEBRA DELPRETE	142.03
8/30/2020	Utility Management	SCOTT/CARRIEANN WILLIAMS	35.57
8/30/2020	Utility Management	ZIMRI/DEB OSELAND	158.65
8/30/2020	ABLAO LAW LLC	2020 MUNICIPAL COURT BLANKET PO	750
8/30/2020	BUFFALO CREEK SUBDIVISION AT WELLINGTON	WCP Pumphouse Electricity	1,995.50
8/30/2020	CHEMTRADE CHEMICALS US LLC	chemicals	10,815.17
8/30/2020	CINTAS	2020 Blanket PO for WWTP First Aid Restock	261.8
8/30/2020	COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	4,686.00
8/30/2020	COLORADO DEPARTMENT OF HEALTH	Annual Billing WTF COG641159	3,405.00
8/30/2020	COLORADOAN	Ordinance Publications	216
8/30/2020	COURTESY LAWN & TREE CARE INC.	2020 Blanket PO Fertilization for Parks	10,753.50
8/30/2020	DBC IRRIGATION SUPPLY	Irrigation System R&M Parts	1,676.02
8/30/2020	DEGNAN CONSTRUCTION	Invoice: 2020-1	9,695.00
8/30/2020	DON KEHN CONSTRUCTION	Emergency Asphalt Repair	153.3
8/30/2020	DPC INDUSTRIES, INC	2020 Blanket PO for WTP Chemicals	2,025.75
8/30/2020	ECAD, INC	Software Renewal	2,050.00
8/30/2020	ELWOOD STAFFING SERVICES, INC	Invoice: 2399784	1,144.13
8/30/2020	EMPLOYERS COUNCIL SERVICES, INC.	Background check for Elizabeth Young Winne	90
8/30/2020	EON OFFICE	UTILITY BILLING ENVELOPES	1,146.68
8/30/2020	FOOTHILLS FIRE EXTINGUISHER SERVICE	Annual Fire Extinguisher Inspection	827
8/30/2020	GALLEGOS SANITATION	GREENHOUSE DUMPSTER FEE	150
8/30/2020	HARCROS CHEMICALS INC	COVID 19 WTP Chemical	13,783.60
8/30/2020	HEALTHIEST YOU C/O TELADOC INC	Invoice: 2020082726025 (June, July, August)	1,526.00
8/30/2020	INFOMAPTION INC.	GIS Implementation Master Storm Water Plan	10,747.50
8/30/2020	INTERSTATES CONSTRUCTION SRVCS	2020 Blanket PO for WTP R&M	663.59
8/30/2020	JACOBS ENGINEERING C/O BANK OF AMERICA	WWTP Master Plan & Sanitary Sewer	20,461.25
8/30/2020	LEWAN & ASSOCIATES, INC.	MS LICENSE MONTHLY CHARGE 7/7/20-8/6/20	1,361.65
8/30/2020	MAXIMUM PAINTING LLC	Wilson Wells Pump House Painting	12,981.00
8/30/2020	NORTHERN COLORADO SPORTS OFFICIALS	Softball game fee for 08/05/2020	1,675.00
8/30/2020	NORTHERN ENGINEERING	WWTP & WTP Project 697-004	5,100.00
8/30/2020	PHONE COMPUNET INC.	RESET VM FOR KRYSTAL E.	510
8/30/2020	POUDRE VALLEY AIR	Emergency Service Visit for WWTP	534
8/30/2020	RH WATER & WASTEWATER, INC	Monthly WTP Monitoring	700
8/30/2020	SAFEUILT COLORADO, LLC	July Permit Activity	34,265.74
8/30/2020	SEACREST GROUP	2020 Blanket WTP WET Testing	2,233.00
8/30/2020	SOPER PEST CONTROL	2020 Blanket PO for Parks Mosquito Control	3,200.00
8/30/2020	TIMBERLINE ELECTRIC & CONTROL CORP.	Field Installation & Parks for Shadow Protect Software	3,841.50
8/30/2020	UNCC	Sewer Line Locates	196.68
8/30/2020	VERNON MANUFACTURING	Bulk Water Validator Part	565
8/30/2020	WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	2020 Blanket for Water Testing	600
8/27/2020	BASIC BENEFITS LLC	AUGUST 2020 MONTHLY COBRA FEE	26
8/27/2020	GALLEGOS SANITATION	WWTP TRASH	1,512.00

8/27/2020 RISE BROADBAND
 8/20/2020 FIRST NATIONAL BANK OMAHA
 8/20/2020 VERIZON WIRELESS
 8/17/2020 HEALTHIEST YOU
 8/17/2020 HEALTHIEST YOU
 8/16/2020 ALL COPY PRODUCTS, INC.
 8/16/2020 ELWOOD STAFFING SERVICES, INC
 8/16/2020 GOVHR USA, LLC
 8/16/2020 HUMANE SOCIETY
 8/16/2020 KELLAR ENGINEERING LLC
 8/16/2020 KING LEE CHEMICAL COMPANY
 8/16/2020 L.C. SALES TAX ADMINISTRATOR
 8/16/2020 LARIMER COUNTY FITD SERVICES
 8/16/2020 LEWAN & ASSOCIATES, INC.
 8/16/2020 LOGAN SIMPSON DESIGN INC
 8/16/2020 OFFICE TECHNOLOGY 360 LLC
 8/16/2020 TIMBERLINE ELECTRIC & CONTROL CORP.
 8/16/2020 UNITED MAILING
 8/16/2020 WELLINGTON FIRE PROTECTION DIS
 8/16/2020 WEX BANK

WATER PLANT INTERNET 178.76
 PARKS FLEET VEHICLE OIL FILTER 14,379.62
 TOWN CELL PHONES 1,893.85
 JUNE INSURANCE PREMIUM -518
 JULY INSURANCE PREMIUM -490
 COPIER USAGE 849.96
 Invoice: 2367538 Clara Baird - \$810.00 1,620.00
 FINAL PAYMENT FOR FINANCE DIRECTOR RECRUITMENT 5,943.00
 2ND QUARTER ANIMAL CONTROL SERVICES 495
 REVIEW OF PSD CR 9 TAPERS 270
 WTP Chemicals 3,435.00
 Less 3 1/3% Vendor Fee 16,339.99
 Email services 1,188.00
 UMBRELLA WEB FILTERING-CONTRACTED 5,378.75
 Invoice #26514 Comp Plan 6/06/2020 - 7/10/2020 12,472.54
 Software license support 4,226.80
 Networking radios and labor for Wilson Wells, Nano to WTP 4,932.80
 BLANKET PO FOR 2020 UTILITY BILLING 2,224.19
 Less 5% Vendor Fee 19,944.00
 SENIOR BUS 3,719.30

Total

481,905.79

TOWN OF WELLINGTON
P CARDS
07-15-2020 to 08-15-2020

Date	Description	Amount	Vendor
07/15/2020	STICKY NOTES AND WRITE-ON TABS FOR BINDERS.	21.20	EON OFFICE PRODUCTS
07/15/2020	INTERNATIONAL DUMP TRUCK REPAIR	954.50	JERRY TUCKER TRUCK REP
07/16/2020	V BELT	11.72	NAPA PARTS HEILBRUNS
07/16/2020	WWTP SAMPLE DROP OFF	18.60	E 470 EXPRESS TOLLS
07/16/2020	WWTP SLUDGE REMOVAL	613.00	MCDONALD FARMS ENTERPR
07/16/2020	REFUND	(38.79)	AMZN MKTP US
07/16/2020	ZOOM - COVID EXPENSE	5.68	ZOOM.US
07/17/2020	AIR RATCHET	127.20	AMAZON.COM*MJ0LV99F2 A
07/17/2020	AP-CWLG 2020 ONLINE CONFERENCE	27.00	CCCMA
07/17/2020	COVID-19 REC SIGNS PER LORI	144.00	PAYPAL *DYNAMICIMAG
07/17/2020	SIGN PARTS	25.02	BOMGAARS #69 WELLINGTO
07/17/2020	PO BOX RENEWAL	120.00	USPS PO 0795220339
07/17/2020	HOUR METERS	33.50	GRAINGER
07/17/2020	2" UNIVERSAL PIPE CLAMP	3.64	THE HOME DEPOT #1544
07/17/2020	BLINDS FOR LAB	41.96	THE HOME DEPOT #1544
07/17/2020	SHOP TOWELS	77.88	THE HOME DEPOT #1544
07/17/2020	WTP SAMPLE DROP OFF	10.85	NORTHWEST PARKWAY LLC
07/17/2020	BULK WATER TIMER	15.98	AMZN MKTP US*MV87Z9AY1
07/17/2020	SPLIT - DOG WASTE BAGS FOR PARKS (69.1%)	57.39	AMAZON
07/17/2020	SPLIT - PW OFFICE SUPPLIES (30.9%)	25.66	AMAZON
07/17/2020	WATER DISPENSER FOR PW ADMIN BUILDING	138.88	AMAZON.COM*MV3RS8O80 A
07/20/2020	GLASS BEAD SHAKER FOR ROAD LINE PAINTING.	3.38	RIDLEY'S 1136
07/20/2020	SPLASH PAD REED FLOW SWITCH	80.00	IN *CEM SALES & SERVIC
07/20/2020	ARROW STENCIL FOR ROADS	494.95	PAVEMENT STENCIL COMPA
07/20/2020	BULLETIN BOARD-DAMAGED WHEN SHIPPED	(154.46)	AMZN MKTP US
07/20/2020	DVD FOR COLLECTION	21.08	AMZN MKTP US*MJ3MX6IN2
07/20/2020	DUPLICATE TRANSACTION REFUND	(126.15)	4 RIVERS EQUIPMENT
07/20/2020	RATCHET SET	19.99	BOMGAARS #69 WELLINGTO
07/20/2020	TRAVEL SIZE HAND SANITIZER FOR WWTP	38.79	AMZN MKTP US*MV7J55400
07/20/2020	HAND SANITIZERS	227.94	AMZN MKTP US*MJ9HZ5I92
07/20/2020	A/C REFILL	8.76	NAPA PARTS HEILBRUNS
07/21/2020	SUPPLIES	42.00	EON OFFICE PRODUCTS
07/21/2020	SAMPLING POSTAGE	18.85	USPS PO 0795220339
07/21/2020	COVID-19 CLOROX WIPES & FACE MASKS	371.35	EON OFFICE PRODUCTS
07/21/2020	CODY-PLANNING COMPUTER MONITORS	523.80	AMZN MKTP US*MV3MW9ZC2
07/21/2020	DISINFECTING WIPES	16.98	EON OFFICE PRODUCTS
07/21/2020	DVD FOR COLLECTION	9.96	AMAZON.COM*MV1010VK1 A
07/21/2020	SPLIT - LIBRARY DVDS FOR COLLECTION (43.32%)	44.43	AMAZON
07/21/2020	SPLIT - CALCULATOR (56.68%)	58.13	AMAZON
07/21/2020	EYEBOLTS, WASHERS, GREASE, BROOMS	241.89	THE HOME DEPOT 1544
07/21/2020	MOUSE PAD REPLACEMENT	3.99	AMZN MKTP US*MV1RQ7CX2
07/21/2020	HAND SOAP FOR WTP & WWTP PLANTS	20.94	AMAZON.COM*MV5C58N30 A
07/21/2020	TELECONFERENCING SERVICE FOR PW STAFF	15.99	ZOOM.US
07/21/2020	SPLIT - WATER FOR WTP SAMPLING (6.06%)	5.85	AMAZON
07/21/2020	SPLIT - WATER FOR TOWN HALL (93.94%)	90.73	AMAZON
07/21/2020	ZOOM - COVID EXPENSE	255.98	ZOOM.US
07/21/2020	MARKETING SOFTWARE	784.00	EIG*CONSTANTCONTACT.CO
07/21/2020	ORG CHART SOFTWARE FOR 1 YEAR	95.40	LUCIDCHART.COM/CHARGE
07/22/2020	KRYSTAL E.-TOW SEAL STAMP	36.64	EON OFFICE PRODUCTS
07/22/2020	BINDER CLIPS	13.97	AMZN MKTP US*MV4530QD1
07/22/2020	KRYSTAL E.-WINDOWS MEDIA PLAYER FOOT PEDAL	64.95	AMZN MKTP US*MV0F370L0
07/23/2020	FLOWERS FOR LORI AFTER MACK PASSED AWAY.	71.49	EARLES LOVELAND FLORAL

07/23/2020	SUPPLIES	191.17	CPS DISTRIBUTORS
07/23/2020	AC RECHARGE FOR JESSE'S TRUCK	191.82	GENUINE AUTO
07/23/2020	COVID-19 COURT SNEEZE GAURD PLEXIGLASS	279.98	AMZN MKTP US*MV3L88EA2
07/23/2020	DUPLICATE KEYS	7.96	BOMGAARS #69 WELLINGTO
07/23/2020	PW ADMIN OFFICE SUPPLIES	14.85	FAMILY DOLLAR #9016
07/23/2020	WWTP SLUDGE REMOVAL	613.00	MCDONALD FARMS ENTERPR
07/23/2020	SUPPLIES	187.49	AMZN MKTP US*MV78I9DQ1
07/23/2020	NEW DRAG MAT.	216.60	BEACON ATHLETICS
07/24/2020	WWASTE WATER C EXAM.	50.00	COLORADO CWP
07/24/2020	COLLECTIONS 3 EXAM.	50.00	COLORADO CWP
07/24/2020	REFUND FOR CANCELED SEMINAR PRE COVID.	(525.00)	RMWEA
07/24/2020	REFUND	(525.00)	RMWEA
07/24/2020	SUPPLIES	124.00	F & C DOOR CHECK & LOC
07/24/2020	SUPPLIES	213.32	CPS DISTRIBUTORS
07/24/2020	SUPPLIES	293.02	CPS DISTRIBUTORS
07/24/2020	CABLE	56.31	4 RIVERS EQUIPMENT
07/24/2020	TRAINING MANUALS	9.32	SCRIBD INC
07/24/2020	INFORMATION SIGNS FOR GENERAL USE BUILDINGS	9.99	AMZN MKTP US*MV4JG50K2
07/24/2020	FLOWERS FOR LOSS OF COMMUNITY MEMBER	94.08	TLF*ROWES FLOWERS AND
07/24/2020	SANITIZING WIPES FOR PW STAFF	339.60	EON OFFICE PRODUCTS
07/24/2020	PROFESSIONAL DUES	768.00	INTERNATION
07/24/2020	SUPPLIES	343.74	AMZN MKTP US*MV2ZP4XE0
07/27/2020	REFUND	(13.60)	BEACON ATHLETICS
07/27/2020	SUPPLIES REFUND	(48.08)	LOWES #02697*
07/27/2020	COMPUTER SOFTWARE	249.99	NORTON *AP1316810061
07/27/2020	RETURN: 2 TABLES	(496.00)	AFW-COMPARK #61
07/27/2020	WIRE BRUSHES	4.99	BOMGAARS #69 WELLINGTO
07/27/2020	WATER SOFTENER SALT PELLETS	5.86	BOMGAARS #69 WELLINGTO
07/27/2020	TRAINING	350.00	DOWNTOWN COLORADO, INC
07/27/2020	SUPPLIES	59.97	AMAZON.COM*MV1YJ0MB0
07/27/2020	SUPPLIES	29.05	LOWES #02697*
07/28/2020	TOLL FEES	30.50	E 470 EXPRESS TOLLS
07/28/2020	ELECTRICAL PARTS FOR GROUND ON NANO	18.46	BOMGAARS #69 WELLINGTO
07/28/2020	AIR RATCHET REFUND	(127.20)	AMAZON.COM AMZN.COM/BI
07/28/2020	FENCE SUPPLIES	18.04	THE HOME DEPOT #1544
07/28/2020	FENCE SUPPLIES FOR PUBLIC WORK BUILDING FENCE	572.27	CEDAR SUPPLY
07/28/2020	SUPPLIES	196.13	USA BLUE BOOK
07/28/2020	MIRRORS	45.15	NAPA PARTS HEILBRUNS
07/28/2020	TRASH BAGS FOR TOWN WIDE TRASH CANS	363.00	EON OFFICE PRODUCTS
07/28/2020	ANTI-VIRUS SOFTWARE	79.99	NORTON *AP1317080558
07/28/2020	SUPPLIES	139.95	AMZN MKTP US*MV4K715I2
07/28/2020	ALLEN WRENCH SET FOR NANO	16.99	BOMGAARS #69 WELLINGTO
07/29/2020	SPRINKLER REPAIR	372.65	CPS DISTRIBUTORS
07/29/2020	AC RECHARGE FOR JESSE'S TRUCK	57.88	NAPA PARTS HEILBRUNS
07/29/2020	CODE ENFORCEMENT VEHICLE LOGO	130.00	PAYPAL *DYNAMICIMAG
07/29/2020	WATER TREATMENT TRAINING MATERIAL	25.00	PAYPAL *TY WHITMAN
07/29/2020	SCISSORS, BULBS, BELT	39.98	BOMGAARS #69 WELLINGTO
07/29/2020	DEPOLOX MEMBRANES	83.59	MUNICIPAL TREATMENT EQ
07/29/2020	INK FOR PRINTER AT WWTP	100.89	AMAZON.COM*MV9MA8SF2
07/29/2020	TRAVEL FOR CONFERENCE REFUND	(630.00)	ICSC-NY
07/29/2020	TRAVEL REFUND	(680.00)	ICSC-NY
07/30/2020	ADVANCE WATER MATH ONLINE CLASS	25.00	PAYPAL *TY WHITMAN
07/30/2020	STICKY NOTES	9.18	AMAZON.COM*MV3TQ6K12
07/30/2020	INK CARTRIDGES	115.78	AMAZON.COM*MV77G19E0
07/30/2020	FENCE PARTS	56.14	CEDAR SUPPLY
07/31/2020	GLOVES	34.99	AMZN MKTP US*MF0K34NM1
07/31/2020	TH SHREDDING	20.00	IN *SMART DOCUMENT MAN

07/31/2020	AP PLASTIC FILE FOLDERS	11.45	AMAZON.COM*MV6W83UE2
07/31/2020	SIGNS	600.00	NO COLO TRAFFIC CONTRO
07/31/2020	SIGNS AND POLES	912.80	NO COLO TRAFFIC CONTRO
07/31/2020	CANOPY FOR STORYTIME	149.99	AMZN MKTP US*MF98C33K1
07/31/2020	BULLETIN BOARD FOR SUMMER READING PROGRAM	169.85	AMZN MKTP US*MV34E4KR2
07/31/2020	BRAKE CONTROL CABLES	48.11	DAN S SMALL ENGINE
07/31/2020	EYEWASH STATION PRETREATMENT	664.20	GRAINGER
08/03/2020	TRAINING COURSE ONLINE FOR A WATER	25.00	PAYPAL *TY WHITMAN
08/03/2020	R&M FLEET EQUIPMENT FOR STREETS	(75.36)	4 RIVERS EQUIPMENT
08/03/2020	POSTAGE METER LEASE PAYMENT	77.40	PITNEY BOWES PI
08/03/2020	LABEL MAKER TAPE	24.98	AMAZON.COM*MF3WS5C50 A
08/03/2020	TRAINING	405.00	GRANTWRITIN
08/03/2020	TRAINING	405.00	GRANTWRITIN
08/03/2020	HYDRANT OIL	260.00	DANA KEPNER COMPANY
08/03/2020	HAND TOOL BATTERIES	207.47	BOMGAARS #69 WELLINGTO
08/03/2020	FIELD BOOK	7.25	HIXON MFG AND SUPPLY C
08/04/2020	PARTS	2.39	BOMGAARS #69 WELLINGTO
08/04/2020	PVC FITTINGS	11.26	BOMGAARS #69 WELLINGTO
08/04/2020	TOILET BOWL BRUSH AND PAPER CLIPS. TOILET BOWL	7.36	EON OFFICE PRODUCTS
08/04/2020	MICROSOFT	12.50	MSFT * E0100BP3TK
08/04/2020	TA RECRUITMENT EXPENSE	129.00	WELLINGTON GRILL
08/04/2020	WWTP UNIFORM LAUNDRY SERVICE	376.05	LOVELAND STEAM LAUNDRY
08/04/2020	NANO ELECTRICAL SUPPLIES	42.35	BOMGAARS #69 WELLINGTO
08/04/2020	ONLINE TRAINING COURSE A WATER	25.00	PAYPAL *TY WHITMAN
08/04/2020	ONLINE TRAINING COURSE A WATER	25.00	PAYPAL *TY WHITMAN
08/04/2020	COMPUTER SOFTWARE	249.99	NORTON *AP1317438581
08/04/2020	HARDWARE FOR GROUNDING NANO	10.70	BOMGAARS #69 WELLINGTO
08/05/2020	PH STIRRER, LAB CHEMS	48.79	USA BLUE BOOK
08/05/2020	BOOKS	598.43	INGRAM LIBRARY SERVICE
08/05/2020	AP FOLDING TABLE FOR TELEWORKING	49.99	AMAZON.COM*MF5JA2HG1
08/05/2020	BACKGROUND CHECKS	55.50	ACTIVE SCREENING/PROTE
08/05/2020	SPRINKLER REPAIR	762.59	CPS DISTRIBUTORS
08/05/2020	WTP NATURAL GAS	723.18	POLAR GAS INC
08/05/2020	WEBSITE DOMAIN ANNUAL FEE	15.99	WEB*NETWORKSOLUTIONS
08/06/2020	TIRE FOR PARKS MOWER	145.28	AMZN MKTP US*MF9ZN7J12
08/06/2020	BACKUP TIMER FOR BULK WATER STATION	15.98	AMZN MKTP US*MF2HE1BK1
08/06/2020	VINCE-PEDESTRIAN SAFETY SIGNS	663.45	TRAFFIC SIGNS AND SAFE
08/06/2020	COMPUTER SOFTWARE	52.99	ADOBE CREATIVE CLOUD
08/06/2020	SIGN SUPPLIES	139.98	BOMGAARS #69 WELLINGTO
08/07/2020	TESTING VIALS	188.79	USA BLUE BOOK
08/07/2020	SUPPLIES	15.99	BOMGAARS #69 WELLINGTO
08/07/2020	PARKS REPAIR	54.04	CPS DISTRIBUTORS
08/07/2020	HYDRANT PAINT	491.64	GRAINGER
08/07/2020	FLOWER BED AT WCP	15.97	BOMGAARS #69 WELLINGTO
08/07/2020	FLOWERBED WCP	24.95	BOMGAARS #69 WELLINGTO
08/07/2020	FLOWERBED AT WCP	87.49	FORT COLLINS NURSERY
08/07/2020	GIFT CARDS	25.00	RIDLEY'S 1136
08/07/2020	OVERNIGHT POSTAGE FOR CDPHE FINE CHECK	26.72	FEDEX 395477126768
08/10/2020	SUPPLIES	54.77	CPS DISTRIBUTORS
08/10/2020	SUPPLIES	17.98	BOMGAARS #69 WELLINGTO
08/10/2020	BUCKETS AND FUNNEL FOR LAB SAMPLING	14.36	BOMGAARS #69 WELLINGTO
08/10/2020	LORI/HR-DRUG TESTING	122.27	FADV DRUG TESTING
08/10/2020	2 TABLES	490.80	WAYFAIR*WAYFAIR
08/10/2020	HUB NUTS 3.98	3.98	NAPA PARTS HEILBRUNS
08/10/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSITIC (25%)	105.24	FLEET
08/10/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSITIC (25%)	105.24	FLEET
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08/10/2020 SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)	105.22 FLEET
08/10/2020 SUPPLIES	59.99 BESTBUYCOM806268921084
08/10/2020 STREETS TIRE SEATER TOOL	69.95 AMZN MKTP US*MF0PO6S31
08/10/2020 WIPER BLADES FOR INTERNATIONAL TRUCK	18.16 NAPA PARTS HEILBRUNS
08/10/2020 RETURNED THE TAX FOR A TAX EXEMPT PURCHASE	(0.90) BOMGAARS #69 WELLINGTO
08/11/2020 COVID-19 SUPPLIES- GALLON OF HAND SOAP.	26.60 EON OFFICE PRODUCTS
08/11/2020 SUPPLIES	197.17 CARQUEST 3901
08/11/2020 SPRINKLER HEADS R&M	179.98 AMZN MKTP US*MF0EP4G50
08/12/2020 SUPPLIES	231.44 CXT INCORPORATED
08/12/2020 WATER RESTRICTION SIGNAGE FOR NEIGHBORHOODS	320.00 PAYPAL *DYNAMICIMAG
08/12/2020 WHITE OUT FOR PW	3.69 AMAZON.COM*MM1CR0OF1
08/12/2020 SOFTWARE	67.35 AMZN MKTP US*MF7LQ3QB0
08/13/2020 SUPPLIES REFUND	(57.00) CARQUEST 3901
08/13/2020 LAB EQUIPMENT(FILTER HOLDER)	366.22 HACH COMPANY
08/13/2020 TOILET PAPER FOR WTP	27.99 AMZN MKTP US*MF3041SL2
08/13/2020 PW OFFICE SUPPLIES	192.47 AMZN MKTP US*MF9M15SG2
08/13/2020 SUPPLIES	293.48 AMZN MKTP US*MF8AI96W0
08/13/2020 SUPPLIES	642.93 AMZN MKTP US*MF80M86Y0
08/13/2020 NON POT FILTER 100 MICRONS.	173.47 GRAINGER
08/13/2020 UV LIGHT CORDS.	201.89 DC FROST ASSOCIATES IN
08/13/2020 WEED SPRAYER PARTS	12.73 BOMGAARS #69 WELLINGTO
08/13/2020 WEED SPRAYER PUMP. 3 CONTAINERS OF ROUNDUP.	372.87 POU DRE VALLEY COOPERAT
08/13/2020 SIGN SUPPLIES	13.99 BOMGAARS #69 WELLINGTO
08/13/2020 DVDS FOR COLLECTION	66.43 AMZN MKTP US*MF9HC6QE0
08/13/2020 SUPPLIES	93.59 AMZN MKTP US*MF25R9DA2
08/14/2020 SUPPLIES	31.96 GRAINGER
08/14/2020 PAINT TIPS	376.09 DIAMOND VOGEL PAINT #7
08/14/2020 ROAD PAINT	536.55 DIAMOND VOGEL PAINT #7
08/14/2020 GADER ENGINE PARTS	335.20 4 RIVERS EQUIPMENT
08/14/2020 CHLORINE PIGTAILS MAIN WTP	577.49 USA BLUE BOOK
08/14/2020 SUPPLIES	27.88 AMAZON.COM*MM0GX0NG1 A
08/14/2020 SPRINKLER REPAIR	58.97 CPS DISTRIBUTORS
TOTAL	25,728.47