TOWN OF WELLINGTON

BOARD OF TRUSTEES
December 22, 2020
6:30 PM

Regular Meeting

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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. CONSENT AGENDA

1. Minutes of the December 8, 2020 regular Board of Trustees Meeting

D. ACTION ITEMS

1. Law Enforcement Services Contract
   - Staff presentation: Patti Garcia, Town Administrator

2. Ordinance No. 22-2020 - An Ordinance Approving a Conditional Use for a Single-Family Residential Home Within the TR Transitional Zoning District
   - Staff presentation: Liz Young Winne, Planner

3. Resolution No. 48-2020 - A Resolution Waiving Certain Occupation Taxes for 2021
    - Staff presentation: Krystal Eucker, Town Clerk

4. Resolution No. 49-2020 - A Resolution Adopting the Strategic Plan
    - Staff presentation: Kelly Houghteling, Deputy Town Administrator

5. Marijuana Ordinance
    - Staff presentation: Brad March, Town Attorney

6. In Person Board of Trustee Meetings
    - Presentation: Trustee John Jerome

E. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
4. Board

F. 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
December 8, 2020
6:30 PM

REGULAR MEETING

MINTUES

A. CALL TO ORDER

Mayor Hamman called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance
   Mayor Hamman asked that all rise for the pledge of allegiance.

2. Roll Call
   Mayor Troy Hamman
   Mayor Pro Tem Wyatt Knutson
   Trustee Jon Gaiter
   Trustee John Jerome
   Trustee Rebekka Kinney
   Trustee Ashley Macdonald
   Trustee Tim Whitehouse

   Also Present:
   Patti Garcia, Town Administrator
   Kelly Houghteling, Deputy Town Administrator
   Brad March, Town Attorney
   Judi Tippetts, Finance Director
   Cody Bird, Director of Planning
   Hallie Sheldon, Town Intern
   Bob Gowing, Director of Public Works
   Krystal Eucker, Town Clerk
   Dave Myer, Engineer II
   Michael Rairdon, Larimer County Sheriff's Office Patrol Sergeant
   Lori Woodruff, Human Resources Manager
   Mahalia Henschel, Communications Specialist
   Tyler Sexton, Deputy Finance Director
   Mike Flores, Wastewater Treatment Plant

3. Amendments to Agenda
   Mayor Hamman asked if there were any amendments to this evening's agenda.

   Mr. March stated that agenda items D.5, D.6 and D.7 should be reordered; D.5 should be Adopting the Budget, Ordinance 19-2020, Appropriating Sums, 21-2020 would be D.6 and Levy Taxes 20-

2020 should be item D.7.

Mayor Hamman also asked if the Comprehensive Plan Update could be moved to the end of the action items as there is some public comment this evening.

Mr. Bird stated he will be providing that presentation so there are no consultants on the call this evening and it can be moved to the end of the action items.

4. Conflict of Interest

Mayor Hamman inquired if there were any conflicts of interest on this evening's agenda to which there was none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Hamman opened the meeting for public comment.

Patrick Reeves, 8793 Flaming Arrow, Wellington, CO inquired about getting onto the budget for the local skate park downtown for maintenance and upkeep. There has not been anything in the budget for three years for the skate park. Mr. Reeves also commented that he has applied for the Parks Advisory Board but had not heard back on that application.

Ms. Garcia stated she will look into the budget and the application and follow up with Mr. Reeves.

Mr. Gaiter inquired if Ms. Garcia could check into the $25,000 parks, playground, general repair and maintenance line item as well as the $80,000 parks and lawn care line item to see if those funds could be utilized on this request.

Mr. Gowing stated that is the correct GL for maintenance for things like the skate ramp. That would be money that would be utilized for maintenance on the ramp.

Mr. Reeves commented that they only need materials as they have volunteers that will do the labor.

Ms. Garcia stated one concern is that skate park is town property and due to liability reasons, the work done at the skate ramp would need to be completed by a contractor.

Mayor Hamman commented that the Parks Advisory Board needs to be involved as well and should be hearing these concerns.

2. Presentation

a. Comprehensive Plan Update – Moved to end of Action Items.

C. CONSENT AGENDA

1. Minutes of the November 10, 2020 Board of Trustees Meeting

Mayor Pro Tem Knutson moved approve the consent agenda; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays - None
Motion carried.

D. ACTION ITEMS

1. Ordinance No. 18-2020 - Conditionally Annexing the Lamb Annexation to the Town of Wellington

Mr. Bird informed the Board that the owner of property on the east side of 6th Street, and north of Sveta Dr. has petitioned for annexation of the property into the Town of Wellington. The Town determined the property is eligible for annexation in accordance with state statutes and established the date of the required public hearing for December 8, 2020. Required notifications have been provided in accordance with law. No opposition to the annexation has been received by Town staff. The recommendation is to approve annexation of the Lamb Annexation into the Town of Wellington.

The owner of property at 7860 6th Street has petitioned for annexation into the Town of Wellington. The Town adopted Resolution 36-2020 finding the property proposed for annexation is in substantial compliance with eligibility requirements for annexation in accordance with state statutes, setting the date of a public hearing for December 8, 2020, and referred the application for annexation to the Planning Commission for consideration. The Planning Commission, by motion and vote on November 2, 2020, recommended annexation of the property and zoning the property to C3 - Highway Commercial. Town staff has provided the required notifications to advertise the public hearing, including preparing and providing the attached annexation impact report as required by state law.

The Board is required to conduct a public hearing to allow testimony on the proposed annexation. The order of the public hearing is as follows:

- Town staff introduction
- Petitioner's presentation
- Public testimony
- Response by Petitioner
- Response by Town staff
- Board discussion

Following the public hearing, the Board may choose to adopt an ordinance annexing the property into the Town of Wellington. In addition to annexing the property into the Town, the ordinance will also establish the zoning of the property as C3 - Highway Commercial. The C3 zoning is consistent with the Comprehensive Plan and the Planning Commission's recommendation.

Staff has not received any written or verbal communications regarding this annexation request.

Brad March commented that we probably need to add a provision that the annexation is conditional on road dedications. The annexation plat provides that the right-of-way is dedicated by the plat; an annexation plat doesn't contain a dedication clause. We probably need to have a separate condition on the annexation that provides they will dedicate the additional right-of-way that is shown on the plat.

Mayor Hamman opened the meeting for public comment to which there was none.

Mayor Hamman inquired if the applicant would like to speak at this time.

> Mr. Bird stated he did not see the applicant's name in the attendee list; the information was provided for the meeting.

Mayor Hamman brought the item back to the Board for any questions.

Trustee Jerome inquired if a brief explanation could be given on the difference between the C1 and C3 zoning districts.

> Mr. Bird stated the C3 zoning district is highway commercial and C1 zoning district is the community commercial zoning district. The C1 district is intended for office/business types of uses that are not as automobile driven; C1 excludes drive throughs except as a conditional use. The setbacks and floor area ratio are the same for both districts. The building height is 35 feet for C1 and 45 feet for C3. There are a number of uses that are allowed in both districts; some of which require a conditional use in C1.

Trustee Jerome inquired about the building that is on the property that has not been occupied for some time so will this development be treated as a new development where they would need to submit site plans.

> Mr. Bird stated once the property is annexed into Town, it is subject to our subdivision requirements, zoning code and adopted building and fire codes so any structural changes would have to be in conformance with those regulations. A site plan review would be required for any major changes to the property. If the property owner came in and wanted to utilize the existing building with minor improvements, they could do so although that may be challenging due to the utility connections. The property was historically served by Northern Colorado Water and they have since declined to continue service at the site. The applicant would need to be connected to Town water as well as the Town's sewer system.

Mr. Jerome inquired in the opinion of Mr. Bird; would it be better to zone this site as C1 instead of C3.

> Mr. Bird stated when the Planning Commission heard this annexation request, they were primarily looking at location and proximity to the highway and felt highway zoning would be acceptable. When looking at the list of permitted uses, a lot of them would not work with this property with its size and configuration. Staff would be supportive of C1 zoning due to the surroundings.

Trustee Gaiter inquired if C1 or C3 would fit into the applicant's plans for the property.

> Mr. Bird stated he could not speak for the applicant; there have been several discussions that have taken place and there have been a range of options that have been discussed.

Trustee Gaiter inquired if this gets annexed in with the building being in a state of disrepair, is this something that enforcement will begin saying this building is not up to code prior to them getting any building permits.

> Mr. Bird stated the owner did request the annexation and typically that doesn't happen unless they have a clear understanding of what they want to do with the property. The biggest enforcement activity that may come up would be the tall grass and weeds. Town

staff is not going to immediately send a notice of violation to the property owner.

Trustee Whitehouse inquired as to the annexation documents referencing C3 and if this should be tabled if the Board is considering C1 since the owner is not in attendance.

Mr. Bird stated it is the Board's discretion to zone the property on annexation. Tabling the item is always an option. This topic did not come up in time to discuss it with the property owner.

Trustee Kinney commented that she is in favor of approving the C3 zoning district.

Trustee Jerome commented that the applicant was fully informed that the Board was going to take action on this item this evening.

Mayor Hamman inquired as to who recommended the C3 zoning district.

Mr. Bird stated staff initially brought C3 to the table based on the proximity of the site and the adjacent properties to the north. Staff recommended C3 and the Planning Commission supported that recommendation. When the owners initially brought up the annexation, they requested C3 based off staff's reaction.

Mr. March recommended that section 1 of the Ordinance where it mentions the annexation map and annexation ordinance are recorded, should read the annexation map, annexation ordinance and dedication of right-of-way as shown on the annexation map are recorded.

Trustee Jerome moved approve Ordinance 18-2020 with C1 zoning and recommended amendments from the Town Attorney; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays - None
Motion carried.

2. Wastewater Treatment Plant Expansion: Engineering Design and Project Delivery

Mr. Myer informed the Board of the need to expand Wellington's Wastewater Treatment Plant (WWTP) which was discussed at previous Town Board meetings. The expansion needs are primarily capacity driven. The incoming biological loads to the current plant have been exceeding its treatment design capacity, and the hydraulic loads have been peaking over 80 percent. The State mandates we must be in design now for the expansion. This agenda action item is to request Board approval for execution of a contract with Jacobs for engineering design and construction services for the expansion to Wellington's WWTP. Town staff is also seeking the Board's endorsement to employ a Construction Manager at Risk (CMAR) project delivery method.

Given the current WWTP's capacity shortcomings and as recommended in the WWTP Master Plan prepared by Jacobs Engineering Group (Jacobs), the existing plant must be expanded. The expanded plant would maintain a conventional activated sludge treatment process and would double the existing capacities to serve a town population of about 25,000 through 2033. Facilities to be added include new buildings (Headworks, Ultraviolet (UV) Disinfection, RAS/WAS, Administration), new secondary clarifiers, new aeration facilities, and expansions to the existing aerobic digester and drying beds. Other improvements include launder covers for the secondary clarifiers, access road paving, and landscaping and irrigation (using the plant's non-pot water system). The main treatment system of the existing plant would remain in service while new facilities are being constructed.

A preliminary layout of proposed improvements extracted from the draft master plan is presented in Figure 1 (attached). The plant's existing facilities are highlighted in purple. The items highlighted in teal represent the facilities expected to be added for this expansion. Facilities for future expansions are highlighted in grey and red.

Town staff conducted a qualifications phase to select a design engineer for the expansion. A Request for Qualifications (RFQ) was advertised on Wellington's webpage. Two firms submitted a Statement of Qualifications (SOQ): Jacobs, and RG & Associates. Using evaluation criteria outlined in the RFQ (team and firm qualifications, project approach, firm and team location, etc.) staff unanimously selected Jacobs as the more qualified firm and then requested Jacobs to submit a proposal for design fees and construction services. The first draft of Jacobs' proposal was received on November 23. After conversations with Town staff and negotiations to the scope and fees, the final Jacobs proposal was received on December 3. The negotiated scope of services embodies the following tasks that comprise a total negotiated fee of $4,937,424.00:

1. Design Phase Project Management
2. CDPHE and SRF Coordination
3. 30% Schematic Design
4. 60% Design Plans and Specifications
5. 90% and 100% Design Plans and Specifications
6. Services During Construction

Town staff recommends accepting the Jacobs' proposal. The total cost represents design fees of $2,883,500, roughly 8.5 percent of the estimated construction cost ($34M) and construction management services of $2,053,924, about 6.0 percent of the estimated construction cost. These percentages are consistent with industry standards for a project of this magnitude. The Jacobs' staff has indicated availability throughout the design and construction schedule and have demonstrated themselves reliable and members of a top design team with considerable experience in wastewater treatment processes and plant design.

The project's schedule as outlined in Jacobs' proposal targets construction completion in January 2024. This will bring the WWTP online prior to the scheduled commissioning of Wellington's water treatment plant expansion in Spring 2024. This schedule also facilitates all the regulatory and financial precursors being completed, submitted, and reviewed by the State prior to an SRF loan application submittal in January 2022. Pending Board approval, a design kickoff meeting is anticipated to take place prior to Christmas 2020. A contract draft with Jacobs' scope and fees is attached.

Notice to Proceed: December 11, 2020
Design Kickoff Meeting: December 17, 2020
30 Percent Design: April 30, 2021
60 Percent Design: August 20, 2021
90 Percent Design: December 3, 2021
100 Percent Design: January 28, 2022

Final Expansion Construction: January 15, 2024

For the project delivery method, staff selected Construction Manager at Risk (CMAR) as the preferred option. The CMAR is a delivery method which involves a commitment by the Contractor to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The more traditional Design-Bid-Build as well as the Design-Build methods were also considered but were thought to be riskier particularly with respect to Contractor bidding, possible uncertainties in final construction costs and potential change orders during construction.

Staff advertised a Request for Proposals (RFP) for a CMAR Contractor on November 20 with a proposal deadline of December 23, 2020. Site visits and discussions are now being held. Staff will review the CMAR proposals and most likely conduct interviews to select the best Contractor. The CMAR has the Contractor coming onboard in February 2021 as the design nears the 30 percent level. The RFP for the CMAR is attached.

Funding for this project is included the budget "WWTP Expansion Design" with concurrence from the Town's Finance Department.

Staff requests authorization to execute the contract with Jacobs Engineering Group in the not to exceed amount of $4,937,424.00 on a time and material basis for engineering design and construction services on the Wastewater Treatment Plant Expansion.

Employ the CMAR project delivery method and continue the selection process for a qualified Contractor.

Mayor Hamman inquired about time and materials and if this is a hard number.

Mr. Myer stated the billing will be based on time and material up to $4,937,424.00.

Trustee Gaiter inquired if the RFQ process normally goes on the Town website.

Mr. Myer stated that is the procedure that Public Works has been using.

Trustee Gaiter inquired about office space in the proposal.

Mr. Myer stated there is a need for new administrative space at the wastewater treatment plant. The UV building is the space we hope to utilize for the administrative office space.

Trustee Gaiter inquired as to why a new building is being built for administrative space when another building is being repurposed.

Mr. Myer stated there won't be two separate administrative spaces. The existing administrative building will be repurposed although it has not been determined what it will be used for. It could be storage space. Then the new administrative building will have office space, janitorial space, restroom facilities and maybe a small conference room.

Mr. Flores stated there is a need to add some room to the lab. Currently, we are sending samples out weekly and paying someone else to run the labs. There are currently four employees there and they don't have room to do much. The old UV system will be very undersized for this expansion so we figured that space could be utilized for a lab to conduct a meeting.

Trustee Gaiter inquired about other contractors being brought in during design phase one; are those costs included in the approximate $4.9 million not to exceed amount.

Mr. Myer stated that will be part of the subcontractor work that Jacobs will be doing and will be included in the $4.9 million.

Trustee Gaiter inquired about the items that staff will be assisting Jacobs with during design phase two and how much staff time that will be.

Mr. Myer stated that is a hard question to answer as it will be a joint effort between us all. Jacobs will be the engineer on record so they will be doing a significant amount of the work. The Town will be involved in the design and planning meetings and the decisions that need to be made.

Mayor Hamman opened the meeting up for public comment.

Mike Knocklin, 8607 3rd Street, Wellington, CO commented that he was looking at the fee estimate for engineering services from Jacobs and inquired if anyone really looked at the billing rates as there are some high numbers there.

Mr. Myer stated billing rates were something that was looked at closely. Billing rates range from $130-$200 per hour for engineering services of this nature. Some of those rates were discussed with Jacobs and they were negotiated.

Mr. March commented that he has been unable to review most of the contract and has sent those comments to Mr. Myer. Mr. March asked the Board to approve the contract subject to Attorney review.

Trustee Kinney moved the contract with Jacobs Engineering Group in the not to exceed amount of $4,937,424.00 on a time and material basis for design services on the wastewater treatment plant expansion, subject to Attorney and Town Administrator approval; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays - None
Motion carried.

3. Resolution No. 44-2020 - A Resolution Adopting Water Rates

Ms. Tippetts informed the Board that September 15, 2020, the water rates scenarios were presented. After reviewing the scenarios, the Board decided it would be easier on residents to have a phased in approach for the water rate increase. This is the second part of that increase as the first phase began on October 1, 2020. Due to an update of the fund balance policy, the second increase went down from $69 to $66 for the base rate. The only water rates that this resolution will change is the base rates.

Trustee Gaiter commented that as we have gone through all the options, the increase it focused on was the base rate and not included the tiers; could there be a less drastic increase in the base rate and increase the tiers for users that use more water.

Ms. Tippetts stated everyone is on an even playing field with the base rate and in the future, the Town will be working to incentivize residents on the consumption side. The base rates normally cover the operations side and the tiers cover more of the consumption side.

Trustee Whitehouse inquired about finance's perspective related to the tiers and that they did not having a large impact on the costs and solvency of the water fund.

> Mr. Sexton commented that there were three tasks we were looking at that were driving up water rates; the water treatment plant, capital projects and water costs. If the Town took the approach to shift costs to high consumption users, they would start using less water. Wellington's first tier goes up to 15,000 gallons and looking across the state, other municipalities first tier goes up to 5,000 gallons; the consultant did recommend us taking a look at the tiers.

Mayor Hamman commented that there are three fixed costs that need to be paid for and the costs of the water has historically been a lower price, and now it is not covering it. Either the base rate needs to be increased to cover costs or the consumption rates would need to go to a high number. The Board chose to raise the base rates as it is difficult to determine the tier rates to cover the costs. The idea of raising the base rates was to cover costs and then begin to roll back as the Town understands more of the costs and consumption and then look at what can be adjusted. It was an easier approach to adjust the base rate given the increases in water over the last 12 months.

Trustee Gaiter commented that he didn't agree that it was the easier approach as we know how many users we have and what the average user uses. There could be more research done to adjust the tiers, there may be individuals that end up using less water with a change in tier rates and their usage may come down, but it adds some flexibility to the users.

Trustee Whitehouse commented that the water enterprise fund is going bankrupt, assuming it is losing $9,000 per day. If this becomes insolvent, the State of Colorado comes in. There are some significant infrastructure costs that do need to be paid for and that is what the Town is trying to do. It does not sound like that can be done on the consumption side.

Trustee Whitehouse inquired if the 2021 budget is predicated on the passage of this resolution.

> Ms. Tippetts stated that it is. The Town cannot continue losing $6,000-$9,000 per day.

Trustee Kinney commented that she appreciated the phase approach to the base rate increases. The conservation projects that will be coming will allow the Town to take feedback and do some studies and calculations to determine what needs match what goals. There is currently a utility fund available through the Town of Wellington for utility assistance.

Trustee Gaiter inquired if there was a rule that prohibits us from using money collected through the tiers to pay for capitol projects and debt service.

> Per Ms. Tippetts; no sir.

Trustee Gaiter commented that he thinks it is very simple mathematics; we simply take our average water users, what is the average water use in the winter month and take whatever money we need for capital projects and debt service and divide that number by the water we have used. That would be our tier structure. It might not be perfect but it should get us close to a level that we will not be bleeding thousands of dollars a day. Trustee Gaiter commented that he is hearing that if we raise the tiers that it won't cover costs and doesn't understand why.

Trustee Jerome commented that what Trustee Gaiter is brining up makes sense. One of the problems that comes up, and this may be what the Finance Department was assessing as well is that there are too many variables that fall into the tiers and too many fluctuations in usage. With all users paying the same base rate, that information is static.

Mr. Sexton commented that Mr. Jerome is correct. The consultants recommended the base rate increase and then looking at tiers in the future which will also help with conservation. This is the first phase of the water rates; there has not been adjustments in 10 years.

Trustee Gaiter commented that he appreciates the studies and professionals, but this does not take into consideration the citizens of Wellington. Is there a way to achieve what we want or close to it and not solely consider what the professionals say?

Trustee Jerome commented that the Board is doing what is best for the citizens to make sure the Town is able to provide water service currently and into the future. This is the best for the citizens at this point because if we don't do this, the Town could be in trouble. We have made a commitment as a Board to review this issue and stay on top of it.

Trustee Kinney commented that she agrees with Trustee Jerome and feels that the Board has taken the considerations of the citizens. The Board has been looking at these numbers and models with great argument for months with the intention to provide a sustainable service. The Board did decide to take a step approach as well to make it as sustainable as possible.

Mayor Hamman commented that the Board has the citizens in mind. Wellington is working on our water portfolio and issues for the future. Water is a commodity that can go up and down. There are municipalities around that have higher water rates. The Board will continue working on water rates and hopefully bring them down in the future.

Trustee Macdonald commented that the Town doesn't always necessarily have to hire a consultant to do these studies, we can rely on staff. It was the decision of the Board to hire a consulting firm to give us a recommendation on how to approach our water rates. Based off that information, a plan was developed and now the budget is based off that plan.

Mayor Hamman opened the meeting for public comment.

Christine Gaiter, 8132 4th Street, Wellington, CO commented that there is $11 million in tap fees, could the capital fee be removed from the water bills. She would also like to go to the tier increase rather than the base rate.

Kristen Ramirez, 7392 Viewpoint Circle, Wellington, CO commented that she is on an HOA board and the homes in that area have larger lots. Will there be communication with the HOA's if people don't want to water their lawns moving forward with the rate increase.

> Mayor Hamman commented that when it comes to water restrictions, HOA's have to follow the enforcement as well but when there are not restrictions and people want to water, that is their responsibility.

Mayor Hamman inquired of the lots are on wells.

Ms. Ramirez stated she believed they were.
Mayor Hammon stated he didn't think those lots used municipal water.

Ms. Ramirez commented that if people are not watering their lawns, that is considered a violation per the HOA covenants so moving forward, how do we address that.

Trustee Jerome stated he did not know what HOA's use non-potable systems although the HOA's that are on municipal water may decide as a group if the covenant needs to be adjusted. The Town cannot tell the HOA's how to manage their covenant.

Trustee Gaiter commented that be believed there were other options that could have been looked at so because of that he will be voting no.

Trustee Macdonald moved to approve Resolution 44-2020; Trustee Jerome seconded the motion. Roll call on the vote resulted as follows:

Yeas - Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays - Gaiter
Motion carried.

4. Resolution No. 45-2020 - A Resolution Adopting the Fund Balance Policy
Ms. Tippetts informed the Board that the Fund Balance Policy has been reviewed and the new Policy will set Wellington at a minimum to maintain unrestricted budgetary fund balances of no less than four months, which is 33% of our regular operating expenditures or 110% of debt service, whichever is greater.

Mayor Hamman opened the meeting for public comment to which there was none.

Trustee Gaiter moved to approve Resolution 45-2020; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays - None
Motion carried.

5. Ordinance No. 19-2020 - An Ordinance Adopting the Budget for the Town of Wellington, Colorado for 2021
Ms. Tippetts informed the Board that there have been some updates since the last budget presentation at the November 24, 2020 meeting. The property tax revenue was adjusted as Larimer County sent new valuations. The volunteer appreciation funds were added to the legislative budget. The number for the Harrison House expansion has been updated since more information has been received. The line for the Town Hall was decreased.

Trustee Gaiter commented that he would still prefer going the route of a Manager of Parks and Recreation for the full year instead of doing a Director. Trustee Gaiter would also like to see town staff complete some of the studies instead of hiring consultants to do those; he would like those items removed from the budget.

Mayor Hamman commented that just because they are approved, that doesn't mean they have to be used.

Trustee Kinney commented that she feels it is very important to have the professional studies as it gives the Town the opportunity to learn from best practices.

Mayor Hamman commented that he would like to see the momentum going up and as he trusts staff's discretion as they are professionals as well.

Mayor Hamman opened the meeting for public comment.

Christine Gaiter, 8132 4th Street, Wellington, CO commented that she feels elections should be in person for the security of the election and it costs less. The recreation department should also be self-funded.

Trustee Kinney moved to approve Ordinance 19-2020; Trustee Jerome seconded the motion. Roll call on the vote resulted as follows:

> **Yeas - Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman**
> **Nays - None**
> **Motion carried.**

6. Ordinance No. 21-2020 - An Ordinance Appropriating Sums of Money to Defray Expenses and Liabilities

Ms. Tippetts informed the Board that the appropriating budget is the same numbers that were in the prior ordinance; it gives us the authority to spend those funds.

Trustee Gaiter inquired about the contract from the Larimer County Sheriff's Office that was scheduled to be on this evening's agenda and if that was adequately funded.

> Ms. Tippetts stated that the funds for the Sheriff's Office are in the budget, but it was decided to have the new Town administrator look over that contract prior to approval.
> Ms. Garcia commented that the contract will be on the December 22, 2020 agenda.

Mayor Hamman opened the meeting for public comment to which there was none.

Trustee Macdonald moved to approve Ordinance 21-2020; Trustee Jerome seconded the motion. Roll call on the vote resulted as follows:

> **Yeas - Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman**
> **Nays - None**
> **Motion carried.**

7. Ordinance No. 20-2020 - An Ordinance Levying General Property Taxes For the Taxable Year 2020

Ms. Tippetts informed the Board that inside of the general fund, we are doing the same number of mills at 12.439. The .703 mills in the water fund will fall off in the next two years when that debt is paid.

Trustee Gaiter confirmed that the reason the mills are lower this year than last is because the debt service is spread out among the citizens.

> Ms. Tippetts stated that is correct.

Mayor Hamman opened the meeting for public comment to which there was none.

Trustee Whitehouse moved to approve Ordinance 20-2020; Trustee Macdonald seconded the

motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays - None
Motion carried.

8. Contract Approval: 3749 Harrison Ave. Expansion

Per Ms. Houghteling, before the Board is the contract with DS Constructors, LLC for the expansion of 3749 Harrison Avenue. This project began over the summer as we were looking for space to accommodate our growing staff that are currently housed in five offices through the downtown area. This project would give us the option to push out the need for a new Town Hall. The two-story option would be able to accommodate 31 of our employees.

The design build contract was included in the packet material. This type of contract integrates one team so there is one contract between the Town and the builder. There are a variety of advantages to this type of contract including faster deliver, costs savings, better quality, singular responsibility and a decreased administrative burden.

The design phase which includes schematic design, design development and construction documents are still being worked through and the price determination will be generated through each one of those phases.

The current estimate is at $1,000,739 although the not to exceed amount due to unknown costs is at $1,300,000.

This project will follow the Town's normal review process by the Planning Commission. The estimated schedule has construction commencing between February 1-15, 2021, 16-20 weeks of construction and project completion will be May 17 - June 14, 2021.

Mayor Hamman commented that four months is pretty ambitious.

Ms. Houghteling commented that there is a strong team in place and is very confident in everyone's abilities.

Mayor Hamman inquired if parking was a consideration with this as the Planning Commission will ask about that.

Ms. Houghteling stated parking is a piece that needs to be addressed and will be looked at.

Trustee Gaiter inquired as to what kind of process is in place to manage change orders that come in.

Ms. Houghteling stated that is part of the design build process that is being worked on and the Town has to give approval at every phase of that.

Mr. March commented that there are a couple portions of the contract that need cleaned up and asked that the Board approve subject to Town Attorney and Town Administrator approval.

Mayor Hamman opened the meeting for public comment to which there was none.

Trustee Gaiter moved to approve the 3749 Harrison Avenue Expansion contract; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays - None
Motion carried.

9. Resolution No. 46-2020 - A Resolution Granting Extension of Approval of Annexation of Country Lane Acres

Mr. Bird informed the Board that Ordinance 1-2020 was adopted conditionally annexing Country Lane Acres into the Town, conditioned upon entering into an annexation agreement. An extension to the conditions of the ordinance were extended by adoption of Resolution 27-2020. Additional time is needed to finalize terms of the development agreement and record the annexation agreement. An extension to the conditions of Ordinance 1-2020 can again be granted by adoption of a resolution.

Mayor Hamman opened the meeting for public comment to which there was none.

Trustee Gaiter moved to approve Resolution 46-2020; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:
Yeas - Gaiter, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays - Jerome
Motion carried.

Comprehensive Plan Update

Mr. Bird presented the Comprehensive Plan Update that was included in packet material.

This project kicked off early this year in January which was right before the COVID-19 pandemic struck our country. Admittedly, we've had some delays because of that pandemic, and we've had to readjust the engagement outreach strategies. Since our traditional strategies are usually public meetings and gatherings, that has been restricted so we moved to a mostly digital format. We were very pleased with the responses that have been received.

Currently the steering committee is reviewing the draft goals and policies that have been prepared and staff is continuing to put together that draft plan. We anticipate having that final document out between December and January and give the public the option to comment on the document. We will then compile all those final results for plan adoption.

We are also working on a separate land use code process that we are working on behind the scenes. There is some cleanup that we have identified and needs to be addressed. We will be rolling out the land use code updates shortly after the Comprehensive Plan adoption.

We have done some outreach to our citizens and some of those results are helping guide and shape the draft document that we're working on.

Community Engagement Summary:

- 60 stakeholder interviews
- 660 Questionnaire and poll responses
- 7 Steering Committee Members

Distilled Themes:

- Community Character (small town, agricultural heritage)
- Prosperous local economy
- Vibrant downtown
- Community spaces and events
- Treasured outdoor recreation and open spaces
- Sustainable and resilient public services

Top 3 Downtown Building Type Preferences (57 responses)

- As today but with more patios – 68%
- With functional rooftops – 61%
- Preserve and rehabilitate historic structures – 58%

Top 3 Added Elements in and Around Downtown (57 responses)

- Music and event venue – 63%
- Adaptable plaza – 60%
- Shaded area – 47%

Top 3 Added Elements to Downtown Sidewalks (57 responses)

- Ample sidewalks and outdoor seating – 77%
- Seating and graded landscapes – 60%
- Planters – 46%

Top 3 Added Street Features in and around Downtown

- Additional off-street parking – 67%
- Flash Beacons – 42%
- Pedestrian crossing, curbless bulb outs and striped crosswalks – 40%

Reoccurring Themes – Land Users

- Accommodate light industrial away from downtown
- Accommodate lodging away from downtown
- Discontent with options provided

Reoccurring Themes – Residential Users

- Limit residential to two-story
- Focus on retail and not housing
- Accommodate lodging away from downtown due to safety concerns
- Discontent with options provided

Areas of Town Prioritized for Commercial Growth: (84 responses)

- By Ridley's Market
- By the new high school
- Industrial park

As part of our Comprehensive Plan updates, we are working with Ellsberg Holton on a transportation master plan. We are looking at community safety as well as multiple modes of transportation; vehicles, truck traffic, pedestrians and bicyclists.

The curve on Highway 1 presents some development challenges as well as some safety conflicts with the new high school and more younger drivers. We have reached out the CDOT and Larimer County for some input on what this might look like in the future. We all agreed that the best scenario for this from a safety standpoint, from a land development standpoint and from a community long range vision standpoint is that the curve needs to go away and make an intersection.

The next steps in the Comprehensive Plan process will be a meeting with the steering committee before the holidays and then we will be reviewing the draft goals and strategies. Staff are working on final touches of the future land use map which will be given to the steering committee to comment on. The draft plan will be released to the public in late December or early January for the public to make comments. We hope to get the final touches done and wrap this up around March with adoption by the Planning Commission and Board of Trustees.

Trustee Gaiter commented that he appreciates all the work that Mr. Bird has put into this and the steering committee for all their work as well. One concern was that several of the questions did not have the option that they didn't like either option provided, so they were forced to make a choice.

Trustee Gaiter inquired if there is a separate steering committee for the land use code review.
Mr. Bird stated staff envisioned that the steering committee would be the same for both.

E. REPORTS

1. Town Attorney
Mr. March informed the Board that he did have a conversation with the proponent's attorney today and he indicated his clients are out of the country. There are briefs that are due on the 11th. If the proponents do decide to ask for an extension, I am inclined to give them one. Their attorney indicated he would draft that request and submit it to the court.

2. Town Administrator
Ms. Garcia stated it has been a great first week.

3. Staff Communications
None.

4. Board
Trustee Kinney gave a reminder that today is Colorado Gives Day.

Trustee Gaiter commented that he is appreciative of the community giving public comment and attending meetings.

Trustee Whitehouse commented that staff has done a great job this year and as a Board we are engaged.

Trustee Jerome commented that the Board should accept JC Cox's resignation from the Parks Advisory Board.

F. ADJOURN

Upon a motion duly made, the meeting was adjourned at 9:40 p.m.

____

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: December 22, 2020
Submitted By:
Subject: Law Enforcement Services Contract

- **Staff presentation: Patti Garcia, Town Administrator**

EXECUTIVE SUMMARY

As the Town of Wellington does not employ it's own law enforcement, it has contracted with the Larimer County Sheriff's Office since 1983 for those services. Michael Rairdon, Patrol Sergeant, has been working as the Wellington supervisor since 2012 and will continue that role for 2021.

Each year, the Wellington Board of Trustees are provided the opportunity to consider the Municipal Law Enforcement Agreement between Larimer County and the Town. This Agreement includes (but is not limited to) the scope of services, staffing and service levels, resources provided by the Town and billing rates. Attachment A to the Agreement provides the Statement of Work and the Budget Agreement. The costs between 2020 and 2021 for law enforcement services are minimal as noted below. The 2021 Agreement includes a Larimer County indirect cost expense; this agreement is simply a pass-through for that amount.

Budget Cost for Services Provided	2021	2020
Salary (wages & full benefits)	$ 1,138,767	$ 1,065,314
Overtime	$ 47,500	$ 47,500
Vehicle - Full equipped w/o radio	$ -	$ -
Vehicle Lease (fuel, maintenance, etc.)	$ 119,566	$ 158,482
Equipment/Clothing	$ -	$ -
Equipment Replacement Cost	$ 18,012	$ 12,465
Administrative Costs	$ 27,434	$ 58,957
Office Space	$ -	$ -
HUB Expenses	$ -	$ 5,661
Network Charges	$ -	$ 1,284
Copy Machine Rental	$ 2,675	$ 1,651
Bicycle Maintenance	$ 300	$ -
Total Larimer County Sheriff's Office	**$ 1,354,254**	**$ 1,351,314**
Larimer County indirect cost (3% of salary and benefits)	$ 34,163	
Total with Larimer County Indirect Costs	**$ 1,388,417**	

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Staff recommends approval of the Agreement as presented.

TOWN OF WELLINGTON

ATTACHMENTS

1. Wellington 2021 Contract Presentation
2. 2021 Wellington Municipal Law Enforcement Services Agreement
3. 2021 Wellington Statement of Work and Budget Agreement

Larimer County Sheriff's Office

Municipal Law Enforcement Services Agreement

2021 Work Statement and Budget Agreement

Municipal Law Enforcement Services Agreement

- This is the overall agreement for services between the Larimer County Sheriff's Office and the Town of Wellington. It provides the framework for the services provided and which entity is responsible for what.
- This is a multi-year agreement that was last signed in 2017. The current agreement expires at the end of 2020. This one will carry us through the end of 2025. It has no direct costs attached to it, those come in the annual Statement of Budget and Work Agreement attachment.
- There are no major changes from the last agreement to this one.

2021 Statement of Work and Budget Agreement

- This is the document that lines out how many deputies, supervisors, etc are to be assigned/dedicated to the Town of Wellington by the Sheriff's Office and their associated costs.
- There is no increase in staffing request for 2021. We will continue to provide 1 sergeant, 1 corporal, 6 patrol deputies, 1 patrol deputy assigned as an SRO at Wellington Middle School, 1 desk deputy and ½ of an investigator position.
- The total cost for 2021 is approximately 3 percent more than 2020.

2021 Statement of Work and Budget Agreement

- Bicycle maintenance is a new category this year. Wellington originally purchased 2 bicycles for patrol along with associated gear in 2006. Those bicycles were worn out and LCSO purchased replacement bicycles in 2020. We added this category to insure there is money available to maintain those bicycles and replacement them as needed in the future.

2021 Statement of Work and Budget Agreement

- The other new category is Larimer County Indirect Cost. The County is charging LCSO and other County departments an indirect cost fee on all outside service agreements. For agreements where there are no facility costs to the County, the amount is currently 9.57% of the salary amount in the agreement.
- LCSO and Town Administration have agreed to incrementally add this to the Annual Agreement. 3% was added this year, with the intention of increasing this annually by 3% until it matches the amount LCSO is paying the County. LCSO is covering the difference until that time.

Questions?

- Sergeant Michael Rairdon – Current LCSO supervisor in Wellington.
- Sarah Pierson – Business Operations Coordinator for LCSO
- Lieutenant Michael Loberg – Current LCSO manager overseeing Wellington, Berthoud, Estes Area and School Resource Officer programs.
- Lieutenant Bobby Moll – LCSO manager for 2021 oversight of Wellington, Berthoud and Estes Area programs.
- Captain Joe Shellhammer – LCSO administrator overseeing all Patrol and Emergency Services operations.
- Sheriff Justin Smith – Your elected Sheriff of Larimer County.

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
LARIMER COUNTY, COLORADO AND THE TOWN OF WELLINGTON, COLORADO

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MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
LARIMER COUNTY, COLORADO AND THE TOWN OF WELLINGTON, COLORADO

THIS AGREEMENT, is made and entered effective the 1st day of January 2021, between the Town of Wellington, Colorado, a municipal corporation (the "Town"); and the Board of County Commissioners of the County of Larimer, Colorado through the Larimer County Sheriff (the "County").

WITNESSETH:

WHEREAS, the Town is desirous of contracting with the County for the performance of law enforcement services through the Larimer County Sheriff's Office (hereinafter referred to as "Sheriff" or "Sheriff's Office"); and

WHEREAS, the County is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

WHEREAS, such law enforcement services agreements are authorized and provided for by the provisions of Colorado Revised Statutes §29-1-203 and §30-11-410.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff, to provide general law enforcement services within the corporate limits of the Town to the extent and in the manner hereinafter set forth in this Agreement. Annually, the Sheriff and Town will negotiate the budget, which sets forth the level of services provided and the associated costs (See section 2 for details).

1.2 Except as otherwise specifically set forth in this Agreement, such services shall be the basic level of services which are provided for unincorporated areas of Larimer County.

1.3 **Contracted Law Enforcement Services** - General law enforcement services performed hereunder may include, if requested by the Town and included on the annual Statement of Work and Budget Agreement (See Section 2): supplemental sworn officer support, supplemental security support, and supplemental professional civilian support staff.

1.4 **Training & Equipment** - The Sheriff will provide equipment, training, uniforms, vehicles, and supplies for deputies provided hereunder, on the same basis as the Sheriff provides to deputies assigned outside of the Town, adequate to provide the services agreed to hereunder.

1.5 **Police Records Management** - The Sheriff shall maintain in the Sheriff's records system, and in accordance with the Sheriff's applicable records retention policies, records relating to criminal complaints, arrests, and other official law enforcement actions taken by the Sheriff under this Agreement. During and after termination of this Agreement, the Town shall have continuous access to the Sheriff's records for all information pertaining to any entry made by the Sheriff on behalf of the Town under this Agreement, which access shall be granted at no charge and for legitimate Town law enforcement purposes.

1.6 **Dispatch Services** - The Sheriff shall provide law enforcement dispatching services necessary to maintain the services set forth in this Agreement. Other dispatching services may be provided to the town at a rate determined through a negotiation process between the Town and the Sheriff and documented in the annual Statement of Work and Budget Agreement. This process determines the Town's share of payment for communications services using the same formula for determining payment for communications services which is applied to the other government entities.

1.7 **Evidence Storage and Processing** – The Sheriff shall provide for the storage, processing, disposition and management of standard evidence collected on behalf of the Town as necessary to maintain the services set forth in this Agreement, except in situations involving hazardous material or other special circumstances outlined in Section 2.8 below.

1.8 **Monthly Reports** - The Sheriff shall provide a monthly written report to the Town Administrator detailing law enforcement and public service activities provided under this Agreement. Said report is to be submitted to the Town prior to the 15th of the following month. Said report shall include the number of hours of patrol time spent within the corporate limits of the Town by deputies assigned to the Town; a detailed record of time spent by additional deputies within the corporate limits of the Town will be reported in a separate sheet; and the number and type of incidents handled within the corporate limits.

2.0 STAFFING AND SERVICE LEVELS

2.1 The personnel, resources, and services performed hereunder and specifically requested by the Town shall be developed in conjunction with the Sheriff and indicated on the annual Statement of Work and Budget Agreement, attached hereto as Attachment A and incorporated herein by this reference.

2.2 A new Statement of Work and Budget Agreement for the ensuing calendar year shall be authorized and signed annually by the Town and the Sheriff or his designee by December 15th, and attached hereto as an Amendment to this Agreement.

2.3 Should the Town request a change in level of service other than pursuant to the annual readjustment, an additional Statement of Work and Budget Agreement shall be signed and authorized by the Town and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

2.4 The most recent dated and signed Statement of Work and Budget Agreement attached to this Agreement shall be the staffing level in effect between the Sheriff and the Town.

2.5 The Town may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in an amended Statement of Work and Budget Agreement under the procedures set forth in Sections 2.2 and 2.3 above.

2.6 **Supervisor Position** – If sworn deputies are included on the Statement of Work and Budget Agreement, it will include at least one deputy, of the rank of Sergeant or higher, to be responsible for the supervision of deputies assigned to the Town and will carry the responsibilities as Chief of Police. The Supervisor appointed by the Sheriff shall be subject to the approval and ongoing consent of the Town, which consent shall not be unreasonably withheld. It is the intent of the parties that consistency, continuity, and experience of service to the Town are important elements of the Supervisor position. It shall be understood by the Town that this assignment is to be a three-year appointment by the Sheriff, with the option of one-year extensions, which extensions shall be at the discretion of the Sheriff.

2.7 **Other Deputies** - Selection of the Sheriff's deputies to be assigned to the Town under this Agreement will be made by the Sheriff with the ongoing consent of the Town, which consent shall not be unreasonably withheld. Deputies assigned to the Town will be required to serve a minimum of one (1) year in the position unless circumstances prevent it. The Sheriff will ensure that deputies assigned to the Town of Wellington through this Agreement will spend the majority of their time in the Town of Wellington. When the Sheriff is unable to staff a deputy in the Town during the normal contracted hours (as set forth in Attachment A) due to vacations, training, or other circumstances, calls for service in the Town will be handled by normal Sheriff's patrol as provided for unincorporated areas of Larimer County.

2.8 **Overtime/Extraordinary Investigations** - It is not intended that overtime expenses above the amount budgeted will be assessed for deputies assigned to the Town, however, the parties recognize that extraordinary criminal investigation scenarios may arise that will require unanticipated levels of service which will require unforeseen resources. In cases of an extraordinary criminal investigation, the Town and Sheriff will meet to discuss cost sharing of overtime expenses, forensic examination expenses, expert analysis expenses and other expenses incurred that are specific to that investigation. The Sheriff determines when an investigation becomes an extraordinary criminal investigation and notifies the Town Administrator of said determination.

2.9 **Special Event Staffing** – When the Town requires additional staffing for special events, beyond what the contract deputies can supply, the Sheriff will work with the Town to provide extra staffing. Volunteers, such as Reserve Deputies, Posse, and Explorers may be used, when available and appropriate, to supplement staffing. If extra-duty deputies are requested, the Town will be financially responsible for compensating the County for the hours worked by these deputies at the contractual extra-duty rate charged by the Sheriff's Office.

2.10 **Call Response/Other Jurisdictions.** The deputies assigned to the Town are responsible for call response and routine patrol inside the Town during their scheduled work hours. In order to minimize unnecessary duplication of law enforcement services, the Parties agree that deputies assigned to the Town may from time to time respond to other adjacent jurisdictions, including unincorporated Larimer County, as needed. The deputy will be returned to the Town patrol area as soon as possible in these instances. Similarly, Sheriff's personnel assigned elsewhere may from time to time be used for law enforcement services within the Town.

3.0 ADMINISTRATION OF PERSONNEL

3.1 The Sheriff shall be responsible for personnel administration of Sheriff's Office employees.

3.2 The rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

3.3 Any complaints of violation of law or policy by Sheriff's deputies assigned to the Town shall be made by the Town or other complaining person in writing, directed to the Sheriff and in compliance with the Sheriff's policy and procedure for Internal Affairs investigations. Pursuant to that policy, the Sheriff or his designee, shall inform the Town in writing when any such complaint is received, including the name of the deputy complained against and the nature of the complaint. The Sheriff, or his designee, shall also notify the Town that the issue has been addressed after the Sheriff's internal investigation has been completed.

3.4 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Town shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the Town.

3.5 With regard to Sections 3.3 and 3.4 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.6 All Town employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the Town and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Town employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the Town and the County.

3.7 The Parties agree that the relationship of the Sheriff to the Town under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services contracted for hereunder, the Sheriff may be considered to be an agent of the Town; for all other purposes, however, the Sheriff and his deputies provided under this Agreement shall be considered to be officials or employees of Larimer County and not employees of the Town. All other persons who are employed by or acting as agents of the Town shall be considered to be employees or agents of the Town and not of the Sheriff. No person who is not a deputy of, employed by, or expressly commanded by, the Sheriff in the course of providing law enforcement services hereunder shall be considered to be an agent or employee of the Sheriff for any purpose.

3.8 The Town shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for said Town.

3.9 The Town shall not be liable for workers' compensation or unemployment insurance for any of the Sheriff's employees for injuries or sickness arising out of their employment by the Sheriff. The County shall, to the extent of County insurance, cover such liabilities, and provide any required workers' compensation insurance program and unemployment insurance coverage for Sheriff's employee.

3.10 Municipal and County Court - Sheriff's deputies making arrests or issuing summonses to violators for appearance in court shall appear at the appointed time and date to give all evidence and testimony required by the court. Sheriff's deputies failing to comply with this requirement may be subject to disciplinary action by the Sheriff. Deputies assigned to the Town will not act as court recorders and are not held responsible for scheduling or monitoring of community service sentenced by the court. An assigned deputy will act as the court bailiff if the Town does not have a bailiff.

4.0 RESOURCES TO BE PROVIDED BY THE TOWN

4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the Town may provide additional resources for the County to utilize in performance of the services.

4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Office substation within the Town which would not normally be provided by the Sheriff, the Town shall furnish at its own cost and expense all necessary office space, including: phone lines and data lines adequate for access to the Sheriff's computer network, light, water, and other utilities. The Town agrees to maintain liability insurance on the building as set forth in Section 5.2 of this Agreement.

4.4 It is expressly further understood that in the event a local office or building is maintained in said Town, such local office or building may be used by the Sheriff in connection with the performance of his duties in territory outside of the Town, provided, however, that the performance of such outside duties shall not be at any additional cost to the Town.

4.5 It is agreed that the County shall furnish and supply all labor, supervision, equipment communications facilities for dispatching, cost of jail detention (of any person for five (5) days or less)[a] and transport (for thirty (30) miles or less one way)[b], and all supplies necessary to maintain the services to be rendered.

4.6 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said Town, the same shall be supplied by the Town at its own cost and expense.

4.7 The Town will continue to contract with the Larimer Humane Society, or other service provider, for the storage, care and management of animals taken into custody on behalf of the Town.

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[a] If any person is sentenced to detention by the Wellington Municipal Court for more than five (5) days, other than at the request or consent of the County, Wellington shall be obligated for any period of incarceration over five (5) days at the lower of the normal daily rate charged for Municipal incarceration to the City of Fort Collins or the City of Loveland.

[b] If any person is transported by order of the Wellington Municipal Court for more than thirty (30) miles, one way, other than at the request or consent of the County, Wellington shall be obligated for per mile transport costs over thirty (30) miles one way at the lower of the normal mileage charges billed to the City of Fort Collins or the City of Loveland.

5.0 LIABILITY

5.1 Governmental Immunity/Insurance. Larimer County and the Town are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, el seq. as amended (the "Act'"). Larimer County shall at all times during the terms of this Agreement, maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The County is authorized under C.R.S. § 24-10-115 (2)(a) to self-insure, and, pursuant to such authorization does so self-insure.

5.2 The Town agrees to obtain commercial liability insurance adequate to cover liability associated with substation premises in the Town, owned or controlled by the Town and used by the Sheriff under this Agreement. The insurance policy shall have minimum limits which match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended, and shall name Larimer County as an additional insured.

5.3 The Town further agrees to cooperate fully in the defense of all claims arising from incidents where the Sheriff or any of the deputies subject to this Agreement, was acting on behalf of the Town under the authority of this Agreement. Larimer County agrees to cooperate with the legal counsel retained under the insurance policy for claims subject to this paragraph.

5.4 Larimer County shall provide the Town with proof of self-insurance showing Larimer County's coverage for comprehensive general liability, police professional liability, auto liability, and workers compensation, and will provide timely updates of any changes in the County's insurance program.

5.5 No term or condition of this Agreement shall be construed or interpreted as a waiver of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to all parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq*., as currently written or hereafter amended or implemented.

5.6 Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, the County and Town are each prohibited from indemnifying or holding harmless another entity or person. No provision of this Agreement is intended nor shall be construed as an agreement by the County or the Town to assume liability for or hold harmless any other entity or person.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall be from January 1, 2021 through December 31, 2025, unless sooner terminated or extended as provided for herein.

6.2 At the option of the Board of County Commissioners and with the consent of the Town Council and agreement of the Sheriff, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Section 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

6.4 The Level of Service and Budget Agreement (Attachment A) will be updated annually as set forth in Section 2.0 of this agreement.

7.0 RIGHT OF TERMINATION

7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) days before the date specified for such termination.

7.2 Notwithstanding any provision herein to the contrary, the Town may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the Town's notice to the County.

7.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

8.1 The Town shall pay the County for the services provided under the terms of this Agreement at the rates set forth in the Statement of Work and Budget Agreement (Attachment A).

8.2 The rates set forth in the Statement of Work and Budget Agreement (Attachment A) shall be readjusted agreed upon by the County and Town annually effective January 1 of each year, and attached hereto as an Amendment to this Agreement.

8.3 The Town shall be billed based on the service level provided within the parameters of the Statement of Work and Budget Agreement (Attachment A).

8.4 The cost of other services requested pursuant to Section 2.5, 2.8, or 2.9 of this Agreement and not set forth in Attachment A shall be billed at the contractual extra-duty rate charged by the Sheriff's Office or at a rate agreed upon by the Town and Sheriff.

9.0 PAYMENT PROCEDURES

9.1 The Town will pay the County one fourth (1/4) of the contract amount quarterly, as indicated on the yearly Statement of Work and Budget Agreement (Attachment A). The County, through the Sheriff, shall render to said Town within ten (10) days after the close of each quarter a summarized invoice which covers all services performed during said quarter, and said Town shall pay the County for all undisputed amounts within sixty (60) days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Town shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within twenty (20) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

10.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices for the Sheriff/County:

Larimer County Sheriff	and	Larimer County Attorney
2501 Midpoint Dr.		224 Canyon Ave Unit 200
Fort Collins, CO 80525		Fort Collins, CO 80521

Notices for the Town:

Town of Wellington	and	Wellington Town Attorney
Attn: Town Administrator		1312 S. College Ave.
3735 Cleveland Ave.		Fort Collins, CO 80524
PO Box 127		
Wellington, CO 80549		

11.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the Board of County Commissioners and an authorized representative of the Town. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 1.6, 2.0, 4.3, 8.2, 8.4 and 9.2 of this Agreement.

12.0 AUTHORIZATION WARRANTY

12.1 The Town represents and warrants that the person executing this Agreement for the Town is an authorized agent who has actual authority to bind the Town to each and every term, condition, and obligation of this Agreement and that all requirements of the Town have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

IN WITNESS WHEREOF, the Town of Wellington, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Larimer, by the Board of County Commissioners, has caused these presents to be subscribed by the Larimer County Sheriff and the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Deputy Clerk of said Board, all on the day and year first above written.

TOWN OF WELLINGTON	ATTEST
____________________________________ Mayor Date	____________________________________ Town Clerk Date (SEAL)
BOARD OF COUNTY COMMISSIONERS OF LARIMER COUNTY	ATTEST
____________________________________ Chair Date	____________________________________ Deputy Clerk Date (SEAL)
SHERIFF	APPROVED AS TO FORM
____________________________________ Larimer County Sheriff Date	____________________________________ Senior County Attorney Date

ATTACHMENT A

2021 STATEMENT OF WORK AND BUDGET AGREEMENT BY AND BETWEEN COUNTY OF LARIMER AND TOWN OF WELLINGTON

This 2021 Statement of Work and Budget Agreement, Pursuant to the Municipal Law Enforcement Services Agreement between the Town of Wellington and Larimer County (currently in effect through 2020), will be in effect from January 1, 2021 through December 31, 2021, unless superseded by a new agreement.

1.0 SCOPE OF WORK

The County, through the Sheriff's Office, will provide the services of one (1) full-time sworn sergeant, one (1) full-time sworn corporal, six (6) full-time sworn deputies, one (1) half-time sworn investigator, one (1) full-time sworn desk deputy and one (1) full-time sworn School Resource Officer to assist the Town with law enforcement activities as more specifically described below.

2.0 SUPERVISORS

The Sergeant will be responsible for the supervision of law enforcement and public safety operations for the Town. The Sergeant will work closely with the Town Administrator to exchange information, ensure the Sheriff is meeting expectations and is in compliance with this agreement, and to determine the needs of the Town and define priorities and goals for the Town's law enforcement activities. The Sergeant will also ensure the Town receives timely monthly reports as required under Section 1.8 of the Municipal Law Enforcement Services Agreement.

The Corporal will assist the Sergeant with the supervision of the deputies working in Wellington, and will assume the duties of the Sergeant when the Sergeant is unavailable.

Further, the supervisors will supplement Town patrol coverage by performing general law enforcement duties and will cover for vacancies when practical and appropriate.

3.0 PATROL DEPUTIES

Six (6) sworn deputies will work a combined average of thirty hours per day, which will generally encompass the hours between 6:45 am and 2:30 am. The actual time periods during each day spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, holiday, etc. These times will not include travel time to and from Wellington. The County is allowed to use flexible scheduling to prevent the development of patrol hour patterns. The supervisors will supplement this coverage and will fill in for vacancies, when practical. When vacancies are not able to be covered with contract deputies or a supervisor, and during the hours outside of this agreement, calls for service will be handled by regular on-duty Sheriff's deputies in the same manner and level as they cover unincorporated areas of the County.

Contracted patrol services shall include, but not be limited to, the following: enforcement of Colorado state statutes and county and municipal ordinances; general traffic enforcement; business checks by foot patrol or by vehicle; vacation checks of private residences (as requested); development and maintenance of crime prevention programs for commercial and residential use; investigation of traffic accidents; and, investigation of criminal offenses.

4.0 DESK DEPUTY

The Desk Deputy is expected to work normal business hours and be in the office most of the time. Duties include: being available in the office to answer citizen and town employee questions, take walk-in and phone reports, VIN checks, and other duties as appropriate for the position. The Desk Deputy may be required to work outside normal business hours and days in order to meet the needs of the Town and the Sheriff's Office.

5.0 INVESTIGATOR

The Sheriff will assign an Investigator to work half-time (approximately 85 hours per month on average) on Town cases. The Investigator will be expected to spend time in the town and assist with crime prevention efforts as needed.

6.0 SCHOOL RESOURCE OFFICER

The School Resource Officer's primary function, during the school year, will be working in the Wellington Schools to provide law enforcement services and security within the schools. During the summer and non-school days, the School Resource Officer(s) will supplement Town patrol coverage by performing general law enforcement duties and will cover for vacancies when practical and appropriate.

7.0 CONTRACT WORK HOURS

In general, full-time sworn positions provide 171 hours of service and half-time positions provide 85 hours of service per month. Patrol training, court, and benefit time are included in the monthly hours.

From January 1, 2021, through December 31, 2021, the Larimer County Sheriff's Office will provide 342 hours of supervisor time, 1026 hours of general patrol service, 85 hours of investigative services, 171 hours of Desk Deputy time, and 171 hours of School Resource services per month within the corporate limits of the Town.

Extra hours worked in any month will be applied to any month where the number of hours worked does not total the contract requirement.

8.0 CHANGES TO LEVEL OF SERVICE

Changes to the level of services requested, including temporary or emergency staffing needs will be provided as set force in Section 2 of the Municipal Law Enforcement Services Agreement.

9.0 BUDGET/COSTS FOR SERVICES PROVIDED (***For 2021 Calendar year)***

COSTS FOR WELLINGTON 2021

POSITION	SGT	CPL	PATROL DEPUTIES (6)	DESK DEPUTY	SRO **	INVEST (.50)	OTHER	TOTAL
Salary (Wages + Full Benefits)	139,295	122,262	648,846	104,625	62,608	61,131	-	1,138,767
Overtime *	5,000	5,000	30,000	500	5,000	2,000	-	47,500
Vehicle - fully equipped w/o radio	-	-	-	-	-	-	-	0
Vehicle Lease (fuel, maintenance, etc.)	14,616	14,616	75,720	-	7,306	7,308	-	119,566
Equipment / Clothing	-	-	-	-	-	-	-	0
Equipment Replacement Costs ***	1,822	1,822	10,932	1,470	1,055	911	-	18,012
Administrative Costs	2,760	2,760	16,560	2,376	1,598	1,380	-	27,434
Office Space	-	-	-	-	-	-	-	0
Copy Machine Rental	-	-	-	-	-	-	2,675	2,675
Bicycle Maintenance	-	-	-	-	-	-	300	300
TOTALS LCSO	**163,493**	**146,460**	**782,058**	**108,971**	**77,567**	**72,730**	**2,975**	**1,354,254**
****Larimer County indirect cost (3% of salary and benefits)	4,179	3,668	19,465	3,139	1,878	1,834	-	34,163
TOTAL with Larimer County Indirect Costs	**167,672**	**150,128**	**801,523**	**112,110**	**79,445**	**74,564**	**2,975**	**1,388,417**

Quarterly Payments	
Jan - Mar	$347,104.25
Apr - June	$347,104.25
July - Sept	$347,104.25
Oct - Dec	$347,104.25

* Typical overtime costs are included in the yearly costs, but significant incidents/events may not be (see section 2.8 & 2.9 of the Municipal Law Enforcement Agreement for details).

** This cost is the Town's share of the SRO position. Poudre School District covers 50% of the costs for the SRO for the school year. Wellington covers the other half, plus the costs for the summer months.

*** Equipment replacement costs include cost of Axon (body worn cameras).

****Larimer County 2021 indirect costs are currently 9.57% of salary and benefits. All indirect costs go back to Larimer County. This will increase from 3% to the full amount over 3 years.

2021 STATEMENT OF WORK AND BUDGET AGREEMENT
BY AND BETWEEN
COUNTY OF LARIMER AND TOWN OF WELLINGTON

IN WITNESS WHEREOF, the Town of Wellington, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Larimer, by the Board of County Commissioners, has caused these presents to be subscribed by the Larimer County Sheriff and the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Deputy Clerk of said Board, all on the day and year first above written.

TOWN OF WELLINGTON	ATTEST
______________________________ Mayor Date	______________________________ Town Clerk Date (SEAL)
BOARD OF COUNTY COMMISSIONERS OF LARIMER COUNTY	ATTEST
______________________________ Chair Date	______________________________ Deputy Clerk Date (SEAL)
SHERIFF	APPROVED AS TO FORM
______________________________ Larimer County Sheriff Date	______________________________ Senior County Attorney Date

TOWN OF WELLINGTON

Board of Trustees Meeting

Date: December 22, 2020
Submitted By: Elizabeth Young Winne, Planner
Subject: Ordinance No. 22-2020 - An Ordinance Approving a Conditional Use for a Single-Family Residential Home Within the TR Transitional Zoning District

- **Staff presentation: Liz Young Winne, Planner**

EXECUTIVE SUMMARY

- The applicant is seeking conditional use approval to construct a single-family detached residence at 3709 Harrison Ave. There is currently a single-family detached home on the property. The existing home has been vacant for a number of years, and the existing structure is nonconforming because it does not meet the front yard setback requirement. The existing home is proposed to be demolished to make way for redevelopment of the site.

- A new detached single-family residence is proposed to be constructed in accordance with the required setbacks and other applicable regulations. The lot width of the property is less than the minimum width (50 feet instead of 60 feet wide), but all other applicable requirements will be met, and therefore, it is acceptable to allow the lot width to remain as part of the conditional use approval.

- The property is zoned TR - Transitional, a district in which all new uses require conditional use approval.
- The Planning Commission held a public hearing on December 7, 2020 to consider the conditional use. Following the public hearing and deliberations, the Planning Commission made a recommendation to approve the conditional use. The basis for the Planning Commission's recommendation is included in the "Background/ Discussion" section of this report.
- When considering a conditional use, the Town Board may approve the conditional use, may approve the conditional use with conditions, or may deny the conditional use.
- Conditions of approval are recommended by the Planning Commission and Town staff. Proposed conditions are identified in the "Background/ Discussion" section of this report.
- Approval of a conditional use requires adoption of an ordinance. A draft ordinance was prepared based on the recommendations of the Planning Commission and Town staff and is attached with this report. If the Town Board desires to approve the conditional use, the Board may require changes to the draft ordinance as necessary.

BACKGROUND / DISCUSSION

Municipal code section 16-7-30 provides review criteria for conditional uses. By recommending approval of the conditional use, the Planning Commission determined that the applicable review criteria have been satisfied or can be satisfied by conditions of approval. Below is a summary of the findings of the Planning Commission:

1. Applicable provisions of Chapter 16 (Zoning) and Chapter 17 (Subdivision Regulations) are satisfied, or conditions of approval are recommended that would satisfy the regulations. No variance is being requested.

2. The proposed conditional use for a single-family detached residence may be found to be consistent with the Comprehensive Plan. The area is identified as a Transitional zone district due to its proximity to the Cleveland Ave. commercial corridor and the property is mostly surrounded by single-family detached homes. The proposed residential use is consistent with the surrounding neighborhood.
3. The property requesting the conditional use has adequate public services available to it, and approval of the conditional use will not result in a significant increase in demand for public services that cannot be accommodated with existing resources. A condition of approval states that the existing water meter vault, curbstop, and wastewater cleanout must be evaluated and repaired or replaced as necessary.
4. The conditional use will not substantially alter the basic character of the district in which it is in or jeopardize the development or redevelopment potential of the district. Currently, the surrounding properties on Harrison Ave. are single-family detached residences and the proposed new construction is consistent with the use, scale, and character of the adjacent residential properties. The property is also adjacent to the C2 Downtown Commercial district and Town staff suggested the applicant consider constructing the new residence on a crawl space instead of a full basement. The structure could be moved in the future if the land is desirable for redevelopment and it would reduce the costs associated with redevelopment for other uses. This recommendation is presented as a consideration, but not as a requirement.
5. The conditional use will result in efficient on- and off-site traffic circulation and will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site. The application proposes the replacement of a single-family detached residence with a new construction single-family residence. A condition of approval includes repair or replacement of any damaged or non-functioning curb, gutter, and sidewalks, as necessary.
6. There are minimal negative impacts associated with the proposed conditional use. Replacement of an existing single-family detached home with a new construction single-family home is not anticipated to result in significant changes to the neighborhood.
    a. Traffic – Minimal vehicle trips are expected if the proposed single-family detached dwelling is approved.
    b. Activity levels – Activity levels associated with the home are consistent with adjacent land uses and is not anticipated to be a problem.
    c. Light – Lighting is not anticipated to be a problem.
    d. Noise – Noise is not anticipated to be a problem for the proposed use.
    e. Odor – Odors are not anticipated to be a problem for the proposed use.
    f. Building type, style and scale – The existing building is a single-story residence that is 567 square feet in size and is a non-conforming structure (encroaches on front setback). The proposed new single-family detached residence will be one-story, approximately 1,500 square feet in size, and will conform with all applicable zoning and building regulations. The new building will be constructed to a type, style, and scale of other existing homes in the surrounding area.
    g. Hours of operation – Hours of operation is not applicable to this proposed use.
    h. Dust – Dust is not anticipated to be a problem for the proposed use.
    i. Erosion control – Erosion control is not an applicable factor for this use at the proposed location. A condition of approval states that a grading and drainage plan must demonstrate the new construction adequately discharges stormwater from the site and does not negatively impact adjacent properties.
7. The applicant has submitted evidence that all applicable local, state and federal permits have been or will be obtained.

Based on the above factors and considerations, if the conditional use is approved, it is recommended that conditions of approval be attached as provided in the draft ordinance.

STAFF RECOMMENDATION

Move to adopt an ordinance approving the conditional use to allow construction of a detached single-family residence on Lot 4, Block 5, Town of Wellington, subject to conditions.

ATTACHMENTS

1. Ordinance
2. Location Map
3. Applicant Narrative
4. Site and Project Drawings

TOWN OF WELLINGTON

ORDINANCE NO. 22-2020

AN ORDINANCE RELATING TO CONDITIONAL USE APPROVAL FOR CONSTRUCTION OF A DETACHED SINGLE-FAMILY RESIDENCE WITHIN THE TR – TRANSITIONAL ZONING DISTRICT ON LOT 4, BLOCK 5, TOWN OF WELLINGTON, LOCATED IN THE TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO.

WHEREAS, Mark Muth, 3704 Garfield Ave., Wellington, CO, 80549 is requesting Conditional Use approval to allow construction of a detached single-family residence on Lot 4, Block 5, located in the Town of Wellington, County of Larimer, State of Colorado; and

WHEREAS, the property is zoned TR – Transitional District; and

WHEREAS, construction of a detached single-family residence requires conditional use approval within the TR – Transitional District; and

WHEREAS, the notices have been given and the public hearings required by the Wellington Municipal Code have been held; and

WHEREAS, the Planning Commission by motion and vote on December 7, 2020 recommended approval of the conditional use for construction of a detached single-family residence, subject to conditions; and

WHEREAS, the Board of Trustees of the Town of Wellington has found the current application for conditional use to be in substantial compliance with the requirements of the Wellington Municipal Code.

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

SECTION 1: The conditional use of the property at Lot 4, Block 5, Town of Wellington, located in the Town of Wellington, County of Larimer, State of Colorado for use as detached single-family residence is hereby approved with the following conditions:

a) Evaluate condition of existing water meter vault, curbstop, and wastewater cleanout and repair or replace as needed;
b) Provide a grading and drainage plan demonstrating new construction adequately discharges stormwater from the site and does not negatively impact adjacent properties;
c) Repair and replace any damaged or non-functioning curb, gutter and sidewalk, including driveway entrance; and
d) The conditional use approval shall terminate upon a change of use.

SECTION 2: Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

SECTION 3: Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.

SECTION 4: Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED TO BECOME PUBLISHED THIS 22nd DAY OF DECEMBER, 2020 AND ORDERED TO BECOME EFFECTIVE 30 DAYS FROM THE DATE OF PUBLICATION.

____
Troy Hamman, Mayor

ATTEST:

____
Krystal Eucker, Town Clerk

PUBLISHED BY TITLE THIS _____ DAY OF _____________, 20___ IN “THE COLORADOAN.”

Location Map
3709 Harrison Ave., Wellington, CO, 80549

PR
Porter
Real Estate

www.porterrestate.com

October 30, 2020

To: Wellington Planning Commission;

Re: Conditional use application for 3709 Harrison Ave., Wellington, CO 80549

In partnership with the owners of 3709 Harrison we are submitting this conditional use application. The project will consist of replacing the existing non-conforming 650 square foot house with a new 1,500 square foot single-family house. The new house will be single story ranch style and is designed with a basement and an attached garage. The basement will be installed based on a cost benefit analysis during the final design phase. The lot is zoned Transitional, so this change requires conditional use approval. The current neighborhood is comprised of small non-conforming single-family houses and manufactured homes, which seem to be most like R2 Zoning. We are requesting that this project be designed based on the R2 zoning standards.

There are some requirements of the conditional use application, which don't appear to be relevant to this project. Respectfully, we request that the Traffic Study, Utility Plans and subsurface Mineral Rights be addressed as follows:

- The Traffic Study-This house will only add 2-3 vehicles to the town, so we are requesting that the study be waived.
- Utility Plan-The project will use existing water and wastewater taps as well as the electrical connection. The connection locations and sizes will be specified on the building plans. We are requesting that the utility plan requirement be waived.
- Mineral Rights- The owners will accept the risk of any damage to the subsurface mineral rights owners. Essentially there is no change in sub surface access to the site with the new house. Also, given the advances in directional drilling it is unlikely that a subsurface rights owner would decide to access their rights through the surface of this lot. Most likely they would locate a pad site somewhere close by and drill under the neighborhood for access. Based on this we are requesting that the mineral rights search be waived.

This project will require conditional approval for the lot width, which is 50-feet at the setback line. The width requirement for R2 zoning at the setback line is 60-feet, so we are requesting conditional approval for the 50-foot lot width.

Fred Porter | Broker/Owner | 970.231.4272 | fred@porterREstate.com

We've done our best to provide the relevant information necessary for the planning commission to make an informed decision. Given the nature of this project and the typical conditional use submittal, we have omitted some items that seemed inappropriate. If there is information missing that the commission needs to facilitate their decision process, we will make every effort to provide that information in a timely fashion. Thank you for your consideration of our project!

Sincerely;

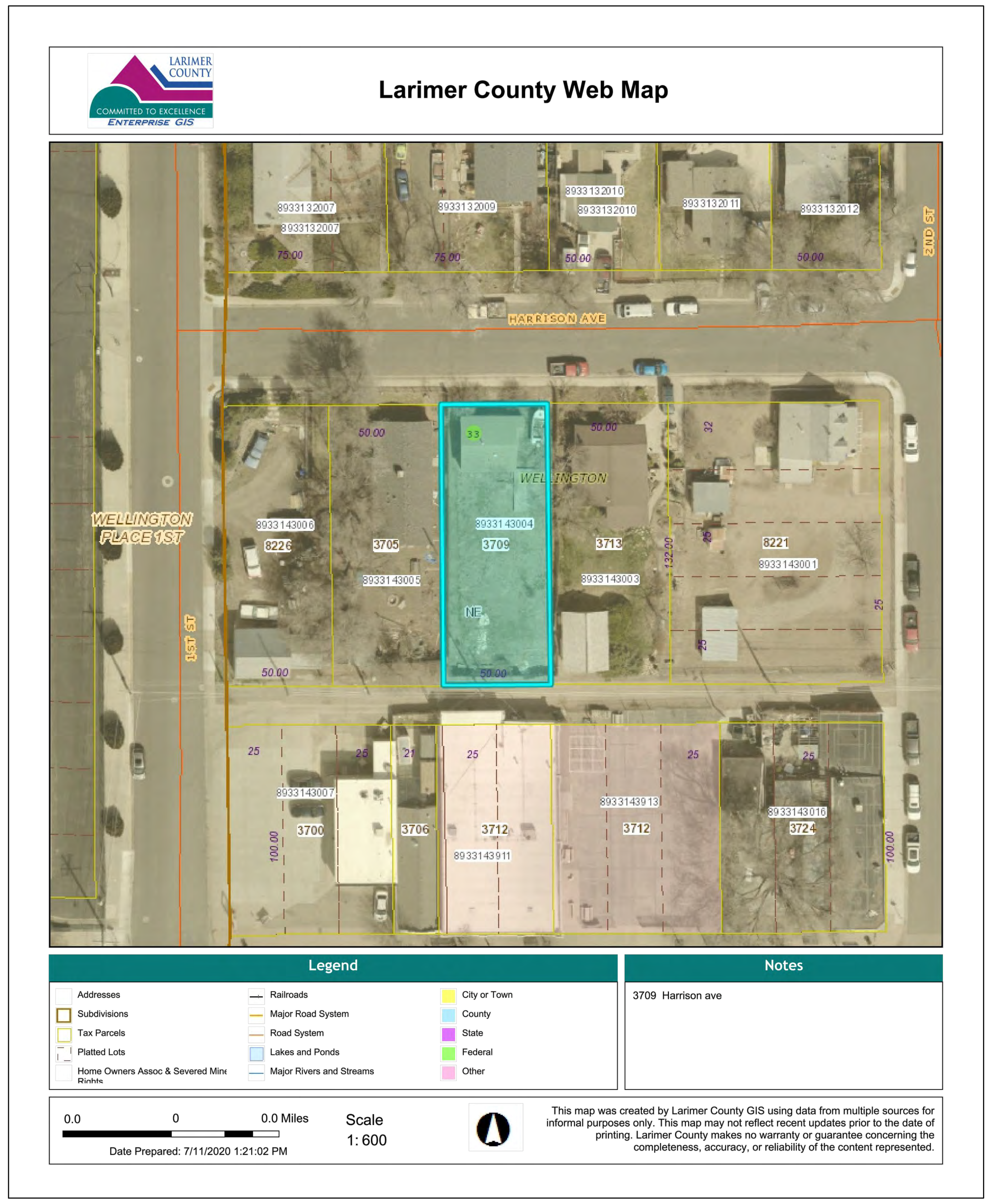
Fred Porter

Fred Porter | Broker/Owner | 970.231.4272 | fred@porterREstate.com

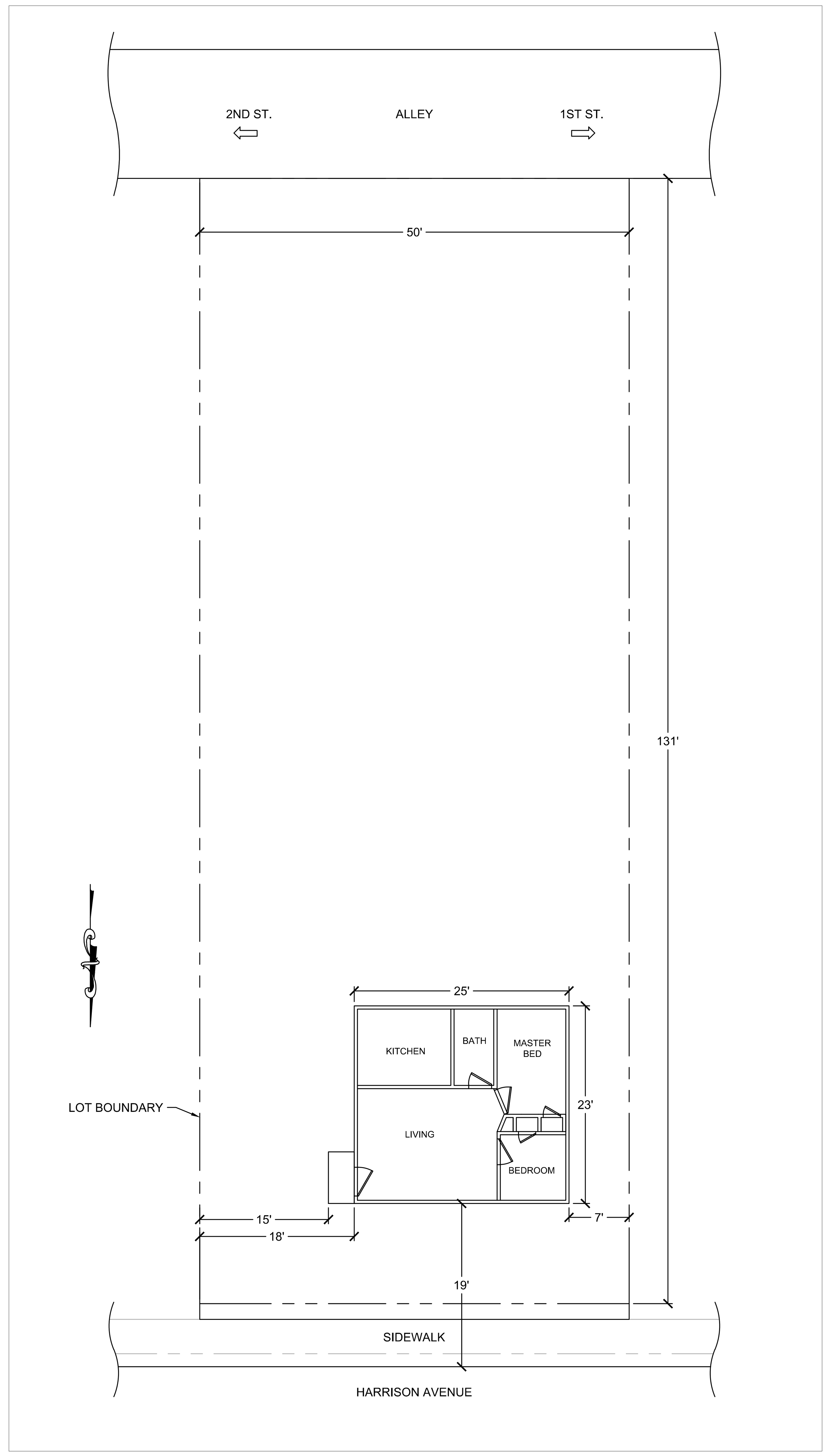
PRELIMINARY
FOR REVIEW ONLY.
NOT TO BE USED FOR
CONSTRUCTION.

LOT 4, BLOCK 5, WELLINGTON
3709 HARRISON AVENUE

OWNER: MARK R. MUTH
DEVELOPER: OWNER, GYVERINDUSTRIES INC.
(970)568-4220
3704 GARFIELD AVE. WELLINGTON, CO 80549



EXISTING STRUCTURES:
- RESIDENTIAL
- SINGLE STORY
- GROSS FLOOR AREA 576 SQ. FT.
- LOCATION OF BUILDING ENTRENCES/EXITS
  - WEST/NORTH WEST CORNER
- TOTAL LOT AREA 6,563 SQ. FT./0.1507 ACRES
- BUILDING COVERAGE 576 SQ. FT.
- IMPERMEABLE SURFACE AREA 576 SQ. FT



PROPOSED STRUCTURES:
- RESIDENTIAL
- SINGLE STORY
- GROSS FLOOR AREA 1,500 SQ. FT.
- LOCATION OF BUILDING ENTRENCES/EXITS
  - NORTH FACE, WEST GARAGE, SOUTH/SOUTH WEST PATIO
- TOTAL LOT AREA 6,563 SQ. FT./0.1507 ACRES
- BUILDING COVERAGE 1,830 SQ. FT.
- IMPERMEABLE SURFACE AREA 2,646 SQ. FT

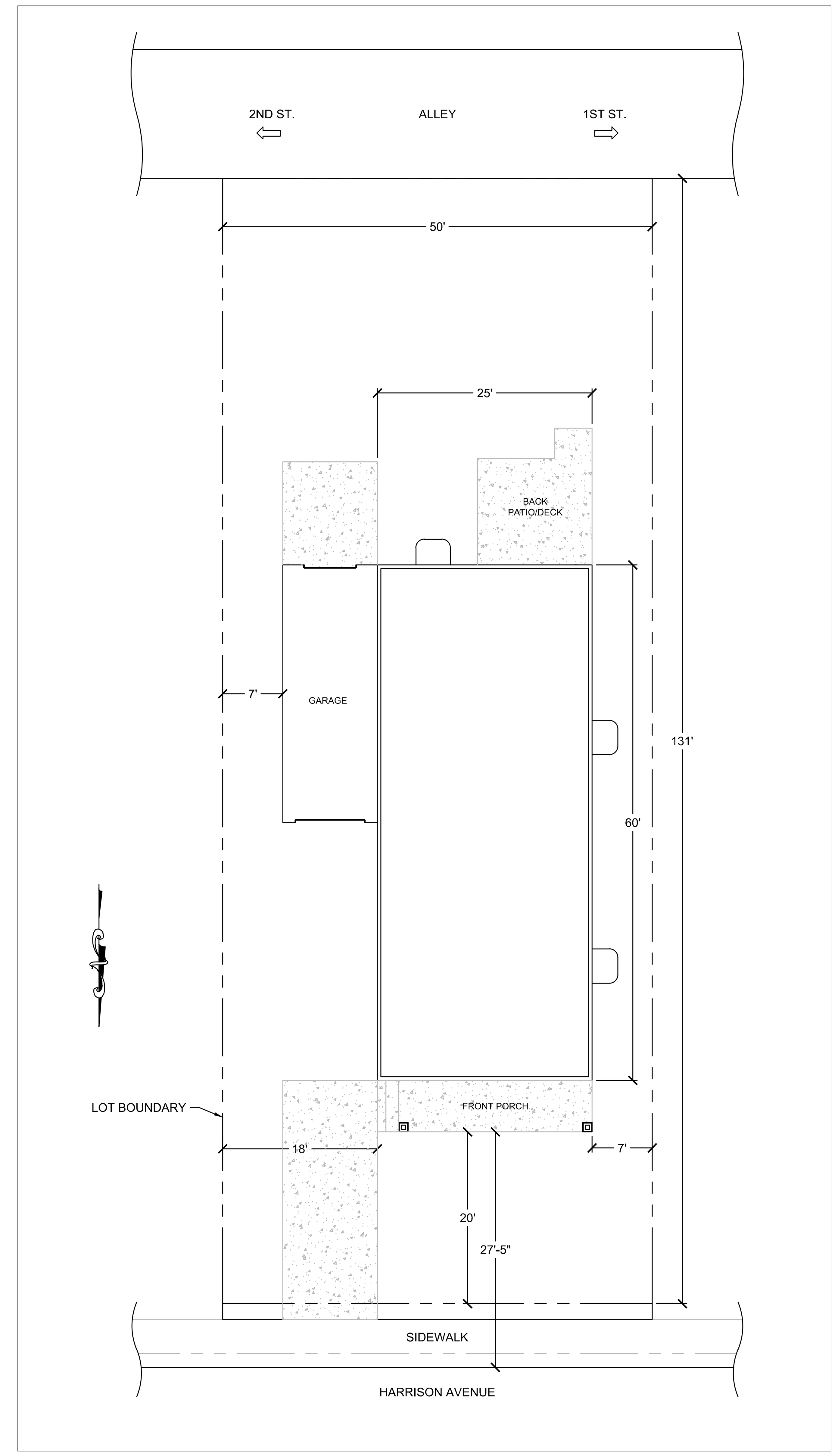


TABLE OF CONTENTS:

REVISIONS | REMARKS
NO. | DATE | BY

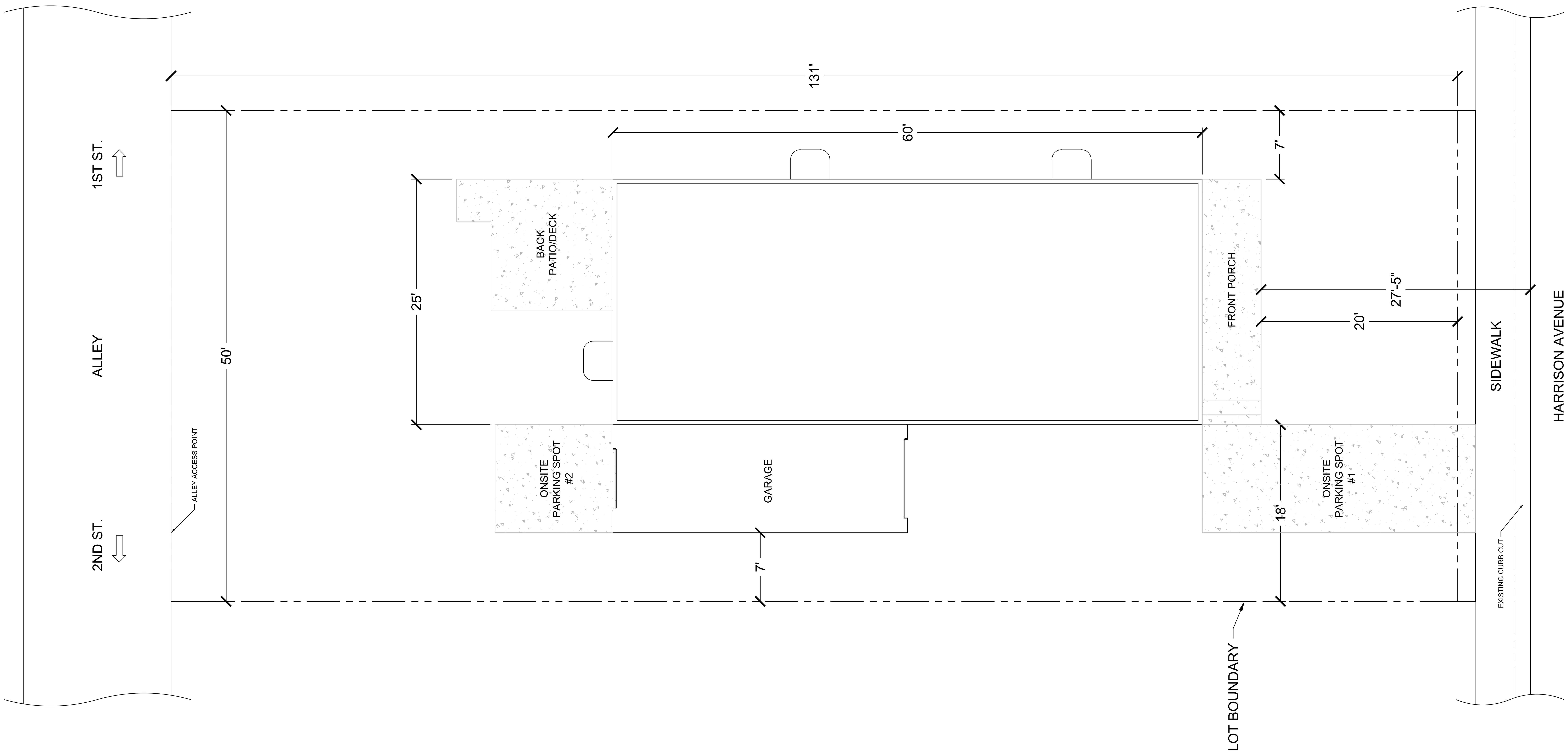
MARK R. MUTH
GYVER INDUSTRIES INC.
3704 GARFIELD AVE.
WELLINGTON CO. 80549
OFFICE: 970-568-4220
FAX: 970-568-4221
WWW.GYVERINDUSTRIES.COM

CLIENT: GYVER INDUSTRIES
PROJECT: 3709 HARRISON, WELLINGTON, CO 80549
UNIT: VICINITY MAP & GENERAL INFORMATION

DATE:	10/27/2020
SCALE:	N/A
PREPARED BY:	PJM
DRAWN BY:	PJM
CHECKED BY:	
APPROVED BY:	
JOB NO.	
SHEET NO.	G-0

PRELIMINARY
FOR REVIEW ONLY.
NOT TO BE USED FOR
CONSTRUCTION.

OWNER: MARK R. MUTH
DEVELOPER: OWNER, GYVERINDUSTRIES INC.
(970)568-4220
3704 GARFIELD AVE. WELLINGTON, CO 80549



SITE PLAN

SHEET SIZE
24 X 36

REVISIONS

NO.	DATE	BY	REMARKS

MARK R. MUTH
GYVER INDUSTRIES INC.
3704 GARFIELD AVE.
WELLINGTON CO. 80549
OFFICE: 970-568-4220
FAX: 970-568-4221
WWW.GYVERINDUSTRIES.COM

CLIENT: GYVER INDUSTRIES
PROJECT: 3709 HARRISON, WELLINGTON, CO 80549
UNIT: SITE PLAN & PARKING PLAN

DATE:	10/27/2020
SCALE:	3/16" = 1'
PREPARED BY:	PJM
DRAWN BY:	PJM
CHECKED BY:	
APPROVED BY:	
JOB NO.	
SHEET NO.	C-1

PRELIMINARY
FOR REVIEW ONLY.
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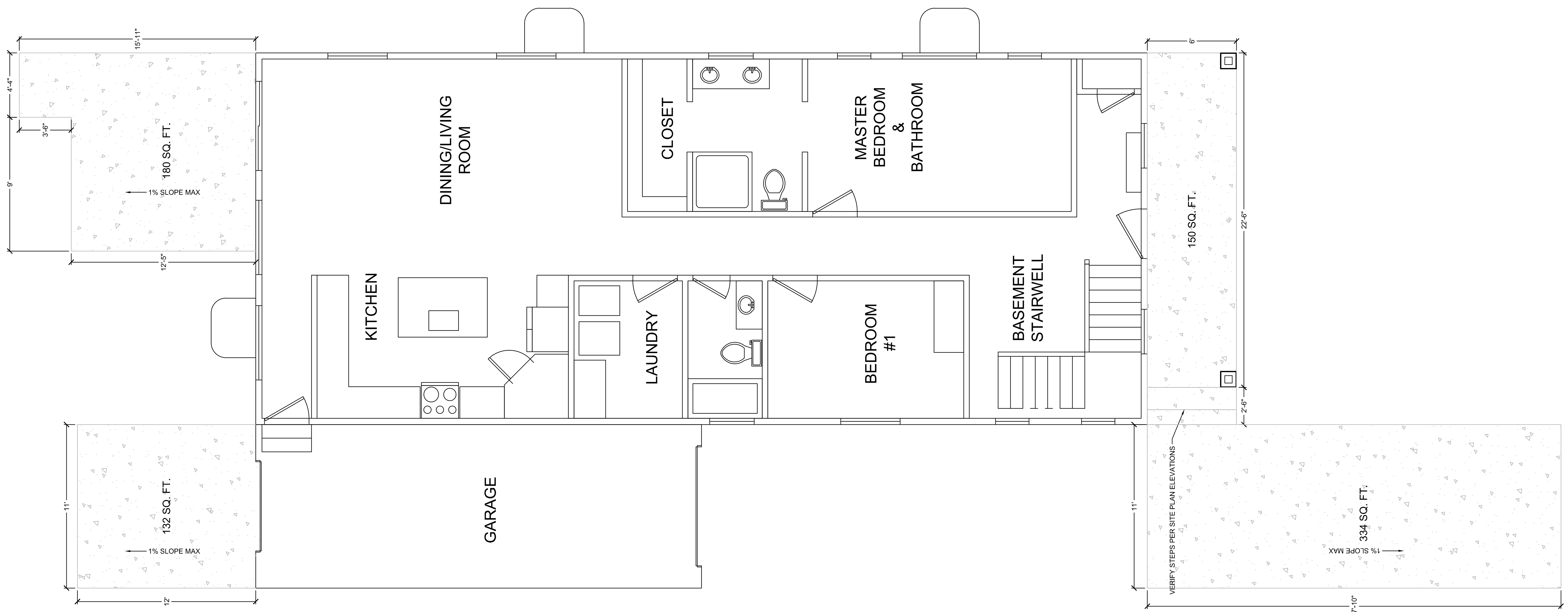
OWNER: MARK R. MUTH
DEVELOPER: OWNER, GYVERINDUSTRIES INC.
(970)568-4220
3704 GARFIELD AVE. WELLINGTON, CO 80549



FLOOR PLAN
PLAN VIEW

SHEET SIZE
24 X 36

REVISIONS

NO.	DATE	BY	REMARKS

MARK R. MUTH
GYVER INDUSTRIES INC.
3704 GARFIELD AVE.
WELLINGTON CO. 80549
OFFICE: 970-568-4220
FAX: 970-568-4221
WWW.GYVERINDUSTRIES.COM

CLIENT: GYVER INDUSTRIES
PROJECT: 3709 HARRISON, WELLINGTON, CO 80549
UNIT: FLOOR PLAN

DATE:	10/27/2020
SCALE:	1/4" = 1'
PREPARED BY:	PJM
DRAWN BY:	PJM
CHECKED BY:	
APPROVED BY:	
JOB NO.	
SHEET NO.	A-1

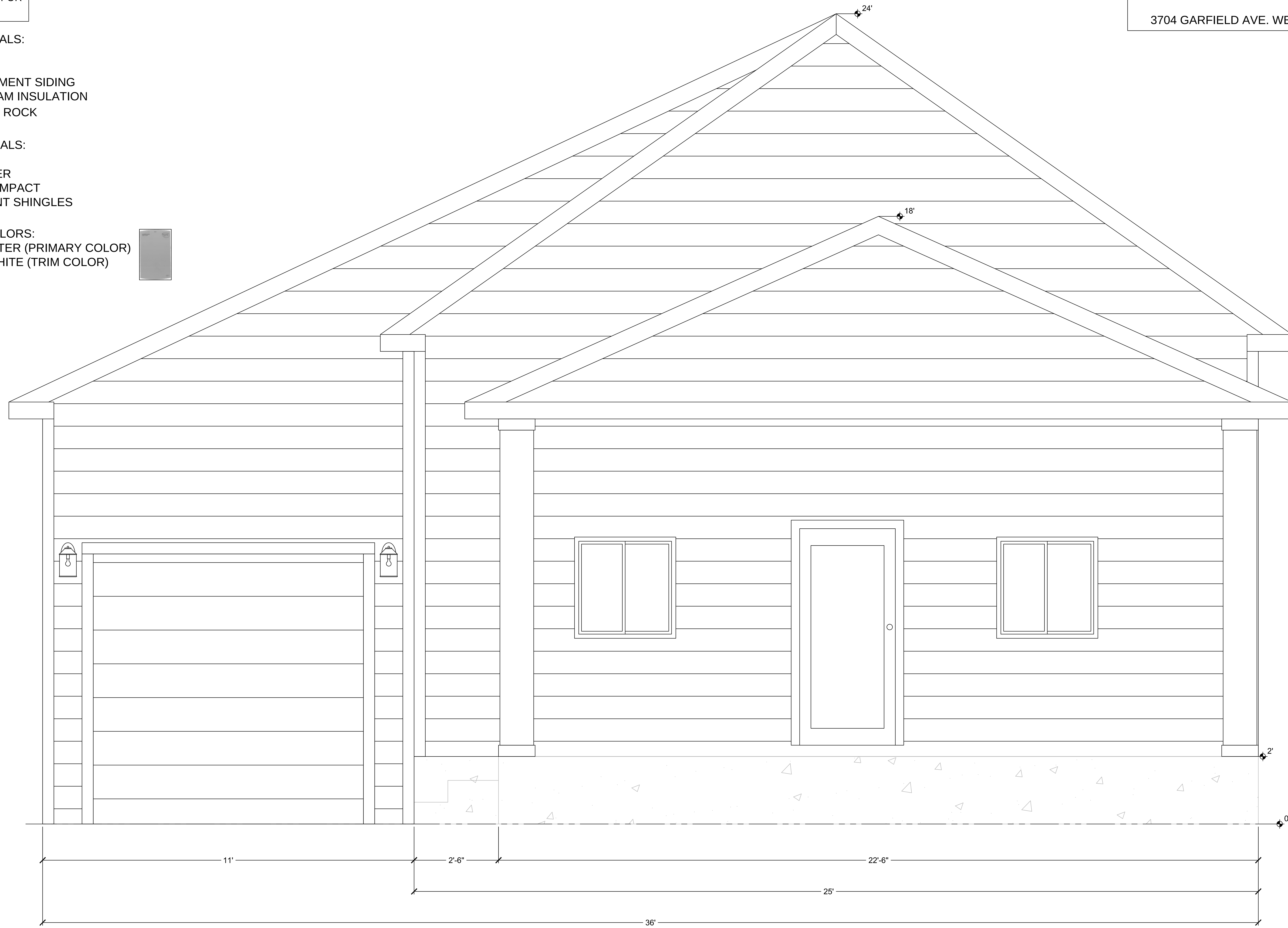
PRELIMINARY
FOR REVIEW ONLY.
NOT TO BE USED FOR
CONSTRUCTION.

OWNER: MARK R. MUTH
DEVELOPER: OWNER, GYVERINDUSTRIES INC.
(970)568-4220
3704 GARFIELD AVE. WELLINGTON, CO 80549

WALL MATERIALS:
1. 2 X 4
2. ½" OSB
3. FIBER CEMENT SIDING
4. RIGID FOAM INSULATION
5. ½" SHEET ROCK

ROOF MATERIALS:
1. ½" OSB
2. TAR PAPER
3. CLASS 3 IMPACT RESISTANT SHINGLES

EXTERIOR COLORS:
1. RAINMASTER (PRIMARY COLOR)
2. ULTRA WHITE (TRIM COLOR)



SHEET SIZE
24 X 36

NORTH ELEVATION

REVISIONS
REMARKS
NO. DATE BY

MARK R. MUTH
GYVER INDUSTRIES INC.
3704 GARFIELD AVE.
WELLINGTON CO. 80549
OFFICE: 970-568-4220
FAX: 970-568-4221
WWW.GYVERINDUSTRIES.COM

CLIENT: GYVER INDUSTRIES
PROJECT: 3709 HARRISON, WELLINGTON, CO 80549
UNIT: NORTH ELEVATION

DATE:	10/27/2020
SCALE:	3/4" = 1'
PREPARED BY:	PJM
DRAWN BY:	PJM
CHECKED BY:	
APPROVED BY:	
JOB NO.	
SHEET NO.	A-2

PRELIMINARY
FOR REVIEW ONLY.
NOT TO BE USED FOR
CONSTRUCTION.

OWNER: MARK R. MUTH
DEVELOPER: OWNER, GYVERINDUSTRIES INC.
(970)568-4220
3704 GARFIELD AVE. WELLINGTON, CO 80549

WALL MATERIALS:
1. 2 X 4
2. ½" OSB
3. FIBER CEMENT SIDING
4. RIGID FOAM INSULATION
5. ½" SHEET ROCK

ROOF MATERIALS:
1. ½" OSB
2. TAR PAPER
3. CLASS 3 IMPACT RESISTANT SHINGLES

EXTERIOR COLORS:
1. RAINMASTER (PRIMARY COLOR)
2. ULTRA WHITE (TRIM COLOR)

SHEET SIZE
24 X 36

SOUTH ELEVATION

REVISIONS	REMARKS
NO. DATE	BY

MARK R. MUTH
GYVER INDUSTRIES INC.
3704 GARFIELD AVE.
WELLINGTON CO. 80549
OFFICE: 970-568-4220
FAX: 970-568-4221
WWW.GYVERINDUSTRIES.COM

CLIENT: GYVER INDUSTRIES
PROJECT: 3709 HARRISON, WELLINGTON, CO 80549
UNIT: SOUTH ELEVATION

DATE:	10/27/2020
SCALE:	3/4" = 1'
PREPARED BY:	PJM
DRAWN BY:	PJM
CHECKED BY:	
APPROVED BY:	
JOB NO.	
SHEET NO.	A-3

PRELIMINARY
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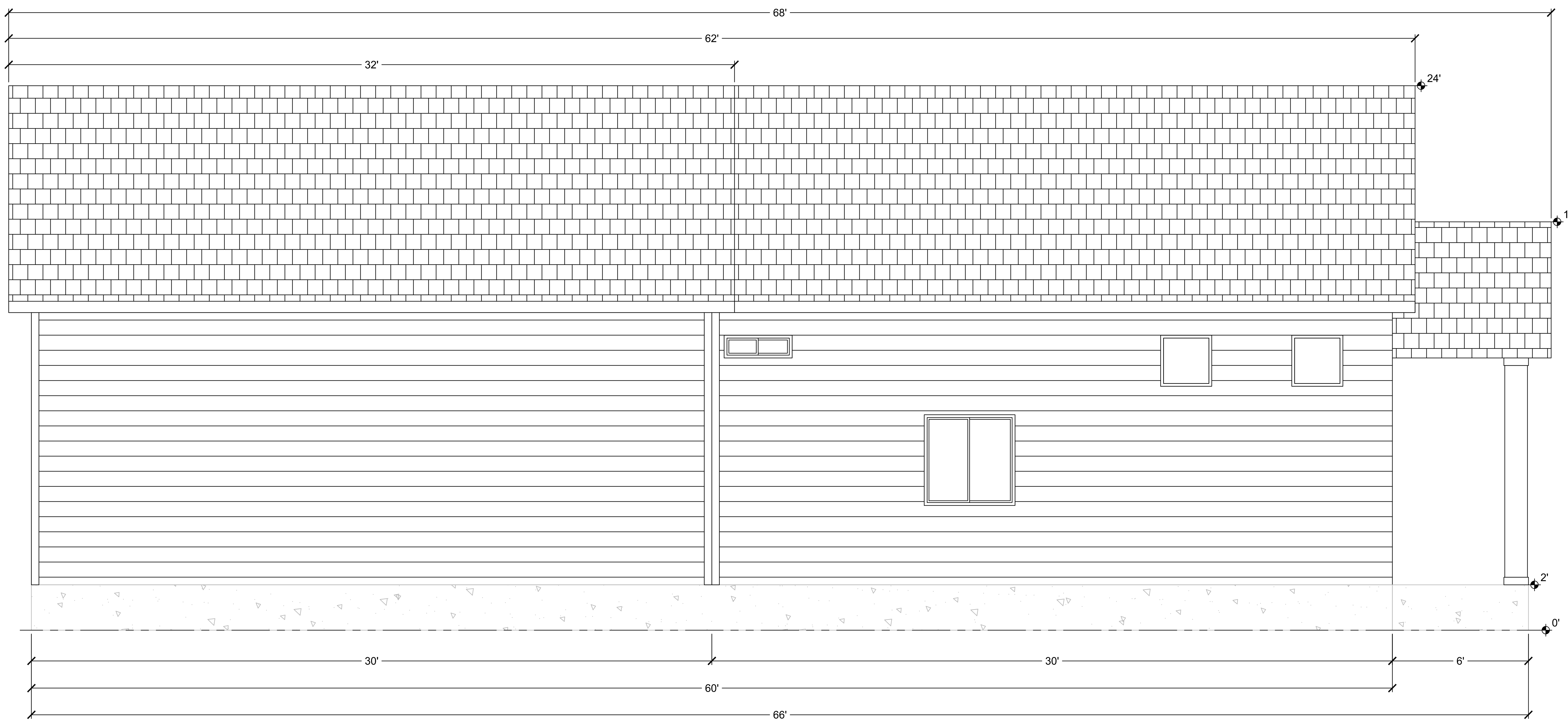
DEVELOPER: OWNER, GYVERINDUSTRIES INC.
(970)568-4220
3704 GARFIELD AVE. WELLINGTON, CO 80549

WALL MATERIALS:
1. 2 X 4
2. ½" OSB
3. FIBER CEMENT SIDING
4. RIGID FOAM INSULATION
5. ½" SHEET ROCK

ROOF MATERIALS:
1. ½" OSB
2. TAR PAPER
3. CLASS 3 IMPACT RESISTANT SHINGLES

EXTERIOR COLORS:
1. RAINMASTER (PRIMARY COLOR)
2. ULTRA WHITE (TRIM COLOR)



EAST ELEVATION

SHEET SIZE
24 X 36

REVISIONS
REMARKS
NO. DATE BY

MARK R. MUTH
GYVER INDUSTRIES INC.
3704 GARFIELD AVE.
WELLINGTON CO. 80549
OFFICE: 970-568-4220
FAX: 970-568-4221
WWW.GYVERINDUSTRIES.COM

CLIENT: GYVER INDUSTRIES
PROJECT: 3709 HARRISON, WELLINGTON, CO 80549
UNIT: EAST ELEVATION

DATE:	10/27/2020
SCALE:	3/8" = 1'
PREPARED BY:	PJM
DRAWN BY:	PJM
CHECKED BY:	
APPROVED BY:	
JOB NO.	
SHEET NO.	A-4

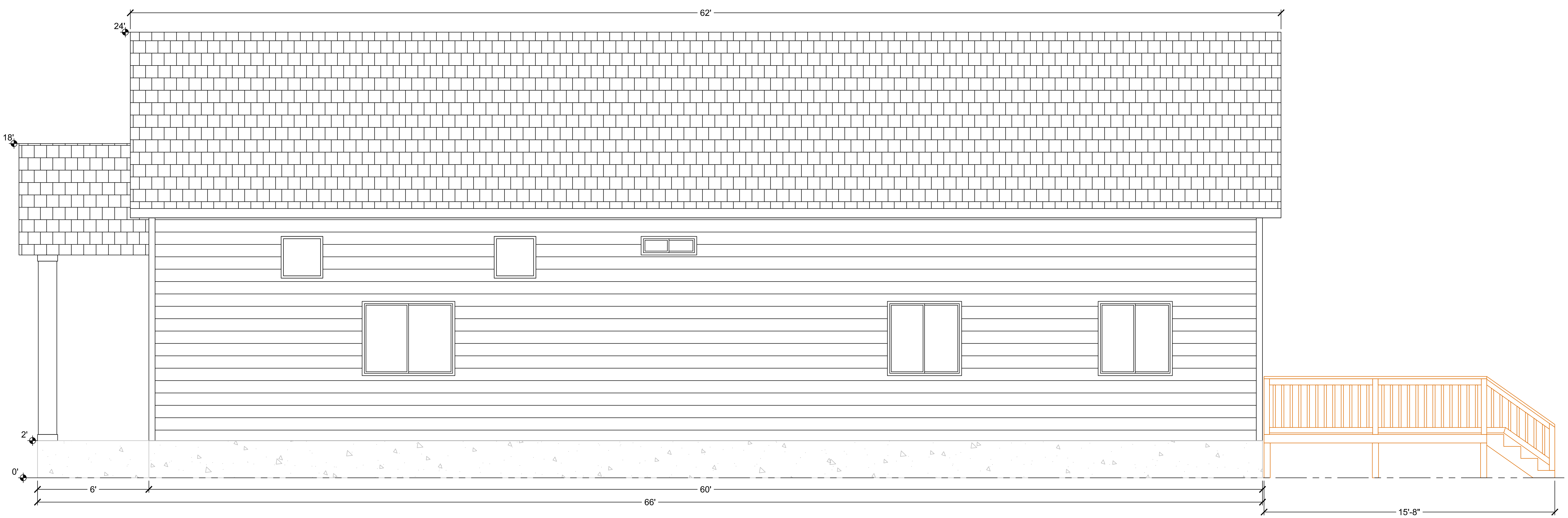
PRELIMINARY
FOR REVIEW ONLY.
NOT TO BE USED FOR
CONSTRUCTION.

OWNER: MARK R. MUTH
DEVELOPER: OWNER, GYVERINDUSTRIES INC.
(970)568-4220
3704 GARFIELD AVE. WELLINGTON, CO 80549

WALL MATERIALS:
1. 2 X 4
2. ½" OSB
3. FIBER CEMENT SIDING
4. RIGID FOAM INSULATION
5. ½" SHEET ROCK

ROOF MATERIALS:
1. ½" OSB
2. TAR PAPER
3. CLASS 3 IMPACT RESISTANT SHINGLES

EXTERIOR COLORS:
1. RAINMASTER (PRIMARY COLOR)
2. ULTRA WHITE (TRIM COLOR)



WEST ELEVATION

SHEET SIZE
24 X 36

REVISIONS		
NO.	DATE	BY

REMARKS

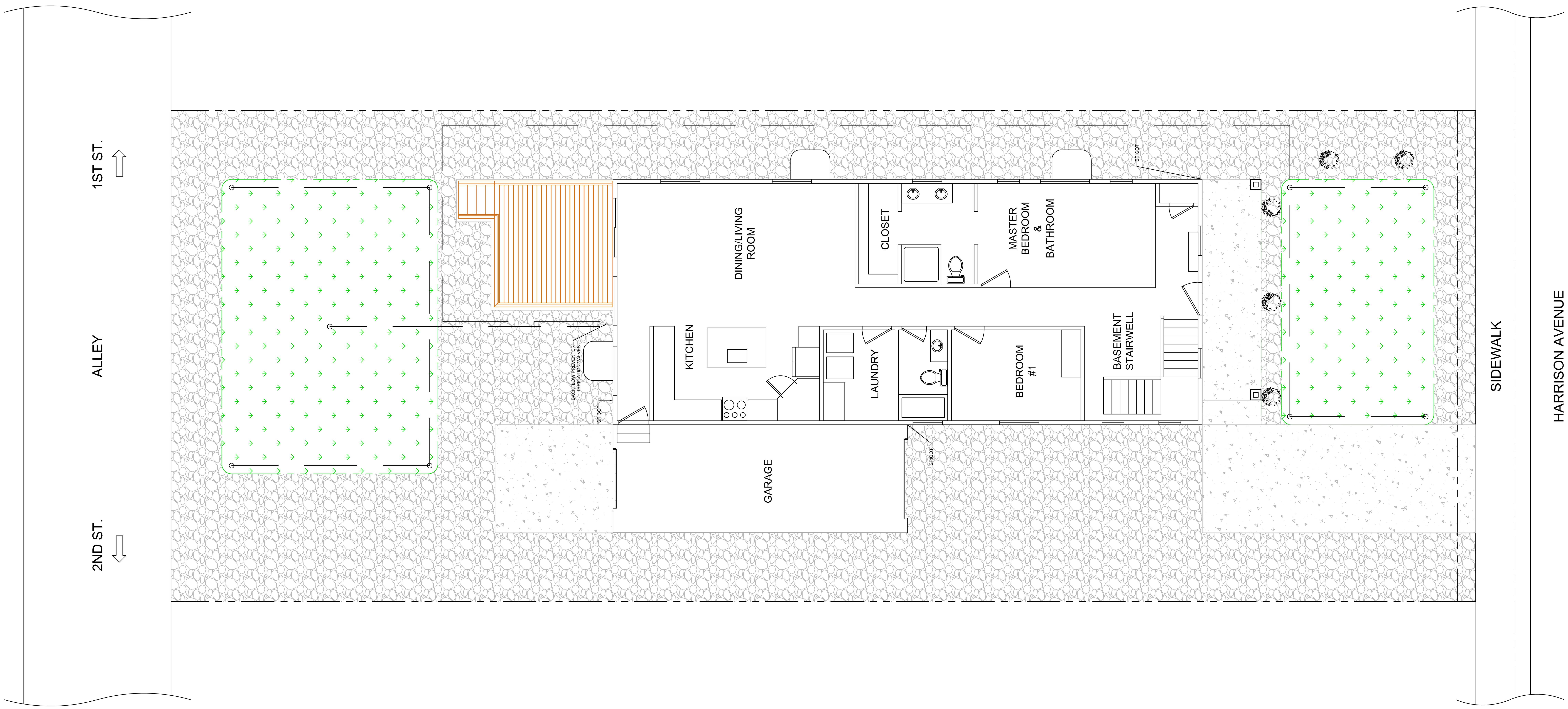
MARK R. MUTH
GYVER INDUSTRIES INC.
3704 GARFIELD AVE.
WELLINGTON CO. 80549
OFFICE: 970-568-4220
FAX: 970-568-4221
WWW.GYVERINDUSTRIES.COM

CLIENT: GYVER INDUSTRIES
PROJECT: 3709 HARRISON, WELLINGTON, CO 80549
UNIT: WEST ELEVATION

DATE:	10/27/2020
SCALE:	3/8" = 1'
PREPARED BY:	PJM
DRAWN BY:	PJM
CHECKED BY:	
APPROVED BY:	
JOB NO.	
SHEET NO.	A-5

PRELIMINARY
FOR REVIEW ONLY.
NOT TO BE USED FOR
CONSTRUCTION.

OWNER: MARK R. MUTH
DEVELOPER: OWNER, GYVERINDUSTRIES INC.
(970)568-4220
3704 GARFIELD AVE. WELLINGTON, CO 80549



IRRIGATION LINE

SPRINKLER HEAD

CONCRETE	
GRASS	
GRAVEL	¾" TRI-COLOR WITH FABRIC WEED BARRIER
PAVERS	

LANDSCAPING

SHEET SIZE
24 X 36

NO	DATE	BY	REVISIONS REMARKS

GYVER

MARK R. MUTH
GYVER INDUSTRIES INC.
3704 GARFIELD AVE.
WELLINGTON CO. 80549
OFFICE: 970-568-4220
FAX: 970-568-4221
WWW.GYVERINDUSTRIES.COM

CLIENT: GYVER INDUSTRIES
PROJECT: 3709 HARRISON, WELLINGTON, CO 80549
UNIT: LANDSCAPING

DATE:	10/27/2020
SCALE:	3/16" = 1'
PREPARED BY:	PJM
DRAWN BY:	PJM
CHECKED BY:	
APPROVED BY:	
JOB NO.	
SHEET NO.	A-6

Board of Trustees Meeting

Date: December 22, 2020
Submitted By:
Subject: Resolution No. 48-2020 - A Resolution Waiving Certain Occupation Taxes for 2021

- **Staff presentation: Krystal Eucker, Town Clerk**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

Ordinance No. 4-1970 set annual occupation taxes for liquor licenses that are due January 1, 2021. The occupation tax amounts set for the liquor license types are as follows:

1. Fermented malt beverages, the sum of $300.00.
2. Retail liquor store license, the sum of $300.00.
3. Liquor license drug store, the sum of $300.00.
4. Beer and wine license, the sum of $300.00.
5. Hotel and restaurant liquor license, the sum of $1,000.00.
6. Extended hours hotel and restaurant license, the sum of $150.00.
7. Club license, the sum of $1,000.00

In an effort to assist small business that may be struggling do to the COVID-19 pandemic, staff is requesting the Board of Trustees waive the occupational tax for liquor licenses listed above for the year 2021.

The total financial impact from waiving the occupational tax is $4,500.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 48-2020.

ATTACHMENTS

1. Resolution 48-2020

TOWN OF WELLINGTON

RESOLUTION 48-2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO AFFORDING SUPPORT TO SMALL BUSINESSES IMPACTED BY THE COVID-19 VIRUS, WAIVING IMPOSITION OF THE TOWN'S OCCUPATION LICENSE TAX

WHEREAS, the Town of Wellington Colorado (the "Town") as provided by Ordinance No. 4-1970 imposes an annual occupation license tax as follows:

a) Fermented malt beverages, the sum of $300.00.
b) Retail liquor store license, the sum of $300.00.
c) Liquor license drug store, the sum of $300.00.
d) Beer and wine license, the sum of $300.00.
e) Hotel and restaurant liquor license, the sum of $1,000.00.
f) Extended hours hotel and restaurant license, the sum of $150.00.
g) Club license, the sum of $1,000.00.

WHEREAS, the Town's Board of Trustees desires to afford relief to small licensed businesses within the Town.

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

1. The Town of Wellington will waive the annual occupation license tax as provided by Ordinance No. 4-1970 for the year 2021.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted by the Board of Trustees this 22nd day of December, 2020.

TOWN OF WELLINGTON, COLORADO

____

Troy Hamman, Mayor

ATTEST:

____

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: December 22, 2020

Submitted By:

Subject: Resolution No. 49-2020 - A Resolution Adopting the Strategic Plan

- **Staff presentation: Kelly Houghteling, Deputy Town Administrator**

EXECUTIVE SUMMARY

Resolution No. 49-2020 is a resolution adopting the strategic plan.

BACKGROUND / DISCUSSION

At the Board of Trustees strategic planning retreat in June 2020, the Board met with the leadership team staff to identify a mission, vision, key areas of focus, and goals. The Strategic Plan serves as the guiding document for Town staff's work plan in 2021 - 2022. Staff will report on the progress on the Strategic Plan items on a quarterly basis.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 49-2020.

ATTACHMENTS

1. RESOLUTION NO 49-2020
2. 2021-2022 STRATEGIC PLAN

TOWN OF WELLINGTON

RESOLUTION NO. 49 -2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, ADOPTING THE STRATEGIC PLAN.

WHEREAS, the Strategic Plan provides the foundation for the Town of Wellington to provide outstanding municipal services to its residents and business community through the adoption of a well thought-out and meaningful Mission Statement, Vision Statement, Key Areas of Focus and Goals; and,

WHEREAS, the Board of Trustees held a strategic planning meeting during a Board Retreat in 2020, with the Town's leadership team to set a vision for the Town of Wellington; and

WHEREAS, the result of these discussions are memorialized in the attached 2021-2022 Strategic Plan, as foundational principles to direct the work effort of the organization; and,

WHEREAS, Town's leadership team recognizes that the Mission, Vision, Key Areas of Focus and Goals must have proper implementation that will coexist within the already established work and ethical behavior of every employee throughout the Town.

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

> The Board adopts the attached Mission, Vision, Key Areas of Focus and Goals as the model and framework by which the Town shall operate and adhere to in its service to the taxpayers and residents of Wellington; and,

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted by the Board of Trustees this 22nd day of December, 2020

TOWN OF WELLINGTON, COLORADO

____
Troy Hamman, Mayor

ATTEST:

____
Patti Garcia, Town Administrator

TOWN OF WELLINGTON | 2021 2022 STRATEGIC PLAN

MISSION STATEMENT

We provide outstanding municipal services to enhance the quality of life and provide opportunities for our community of today and tomorrow.

VISION STATEMENT

Wellington is one of the best small towns in America, recognized as a great place to raise a family, own a unique business, and create memorable experiences through community activities.

INTENTIONAL GROWTH AND DEVELOPMENT

Goal 1: Balanced and resilient revenues

Goal 2: Identify, attract and retain commercial development and businesses

Goal 3: Comprehensive Plan - alignment and execution

SUSTAINABLE INFRASTRUCTURE

Goal 1: Ensure adequate current and future water resources, treatment and delivery

Goal 2: Develop Long term funding strategies

Goal 3: Plan and develop purposeful facilities

Goal 4: Enhance and explore partnerships

Goal 5: Create opportunities for transportation and stormwater management improvements

COMMUNITY ENGAGEMENT

Goal 1: Build awareness about the Town of Wellington services and programs

Goal 2: Improve access to local government

Goal 3: Develop communications strategy for Town's Water Conservation Plan

ORGANIZATIONAL STRENGTH

Goal 1: Provide regular training programs for all employees and develop cross-training plans

Goal 2: Update Personnel Policy

Goal 3: Review Employee Compensation and Benefits

Goal 4: Create smooth, efficient employee on/off-boarding processes

WellingtonColorado.gov

TOWN OF WELLINGTON

Board of Trustees Meeting

Date: December 22, 2020
Submitted By:
Subject: Marijuana Ordinance

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

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. BOARD COMMUNICATION initiated marijuana_final 12.18.20

Board of Trustees COMMUNICATION

Meeting Date: 12/22/20	Page 1 of 2	Item: Marijuana Initiative Status update
Agenda No.:	Presented by: Town Attorney	

Current Status:

As of Thursday, December 17, 2020, there has been no further communication between the proponents of the initiated ordinances and their counsel. Current status is that briefs in the pending lawsuits are due from the proponents in the two remaining court cases on January 11, 2021. It is likely that I will grant further extensions if requested by the proponents so long as the proponents continue to express a desire to resolve matters.

Background:

As the board is aware, legalization of medical marijuana and subsequently retail marijuana sales was approved by statewide citizen-initiated additions to the State Constitution at Art XVIII §14 and §16, in 2000 and 2012. The state constitutional amendments allowed municipalities to ban sales of marijuana within the municipal town limits and Wellington's town board at the time of legalization adopted sales prohibitions. These prohibitions have remained in place since the constitutional amendments were approved.

Immediately prior to this year's election, Prosperous Wellington, a Colorado, a non-profit corporation formed earlier this year, with offices out of Denver, filed two petitions to lace matters before Wellington's voters with the Town clerk, one initiative to allow the sale of marijuana and the second to allow taxation of marijuana sales. A small number of signatures were required to place the matters on the ballot as allowed by the state statue. The sufficiency of the signatures was verified by the Town clerk. There was speculation when the proposed ordinance was received that Wellington was being targeted as a sales location because the Town is the first municipality south of the Wyoming border. The form of the proposed initiated marijuana sales ordinance presented by the proponents cited to state statutes that had been repealed and the proposed sales ordnance format seriously restricted the Town's ability to regulate marijuana sales and enforce state laws which provide a framework for insuring legal marijuana sales under state law.

Before initiated matters are placed on the ballot the statutory scheme provides that any registered elector may protest the sufficiency of the initiative petitions and the petition language. Two protests were timely filed by citizens. The Town's municipal judge, acting as the hearing officer found that one of the two protests did not meet the statutory protest requirements. In ruling on the remaining protest, the judge found the marijuana sales ordinance petition to be legally insufficient both because certain circulators filings were not proper and because specific portions of the proposed marijuana sales ordinance contained administrative or enforcement provisions that were legally inappropriate under section 1(9) of article V of the state constitution. With the finding of insufficiency, the marijuana sales ordinance could not proceed to the voters. The Town Board was advised that the second petition, which allowed taxation of the marijuana tax should proceed as the second initiated ordnance was not challenged. This second ordinance has been placed on the ballot. Because of State Constitutional TABOR restraints, the earliest the tax ordinance could be sent to the voters was in November of 2021.

In response to the hearing officer's determination that the, marijuana sales ordinance was not sufficient and therefore could not be sent to the voters the proponents of the ordinance filed three suits before the Larimer County District Court. Each suit asked for different relief:

Suit 1 - this suit was dismissed by the court early on and the dismissal was not appealed.
Suits 2 and 3 remain pending.
Suit 2- this suit, requests review of the hearing officer's determination and is essentially an appeal on the record before the hearing officer requesting that the hearing officer's decision be overturned. The proponents are required to file the first brief in this case.
Suit 3 - this suit, requests declaratory determinations from the court that the Town is required to send the proposed marijuana sales ordinance to the voters. The town has filed its brief and the proponents are required to file a response.

The Town board has been willing to send matters involving marijuana sales to the voters but has not done so in the current climate for fear that if the court overturned the hearing officer's rulings the town would be required to place the initiated ordinances proposed by the proponents which would give rise to voter confusion. The Town and proponents have had discussions related to the form of an ordinance which would address flaws in the ordinance submitted by the proponents. In early November the Town proposed corrective revisions to the proposed ordinance submitted by the proponents. The proponents advised the modifications were favorable and that there were minor questions to be addressed and that responses could be expected within two weeks. Since mid-November the briefing schedule has been extended twice and the proponents counsel advises that his clients have not been in contract.

Proceedings in both matters were stayed for a second time-based on requests by the proponents until January 11, 2020. The proponent's attorney has advised that he has not been in contact with his clients. It is understood that agreements further postponing matters if requested by the proponents is not objectionable to the Town Board and the board will be advised in the event of further extensions or if briefs are filed.

TOWN OF WELLINGTON

Board of Trustees Meeting

Date: **December 22, 2020**
Submitted By:
In Person Board of Trustee Meetings
Subject:
- **Presentation: Trustee John Jerome**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

The request from Trustee Jerome and supported by Trustee Gaiter is to begin in-person Board of Trustee meetings and allow for public attendance beginning January 2021. Staff will be prepared to provide information regarding state and county COVID requirements related to public government meetings.

STAFF RECOMMENDATION

ATTACHMENTS

None