



BOARD OF TRUSTEES
March 23, 2021
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Due to social distancing and limited seating, individuals that wish to appear in person at the meeting will need to register by March 23, 2021 at 4:00 p.m. by sending an email to euckerkk@wellingtoncolorado.gov. Once seating is full, registration will be closed.

Individuals attending in person will need to arrive at the meeting by 6:20 p.m. and will be required to wear masks.

Please click the link below to join the webinar:

<https://zoom.us/j/91720076702?pwd=Y1BEMHdzSFNyOER5SzlibnhRcUIDZz09>

Passcode: 627698

Webinar ID: 917 2007 6702

Or iPhone one-tap :

US: +13462487799,,91720076702# or +16699009128,,91720076702#

Or Telephone:

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Members of the public may also provide public comment or comment on a specific agenda item by sending an email to euckerkk@wellingtoncolorado.gov. The email must be received by 4:00 p.m. Tuesday March 23, 2021 and will be read into the record during public comment or public comment for the agenda item.

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment
2. Presentation
 - a. Business in the Treasurer & Public Trustee's Office

- Irene Josey, Larimer County Treasurer & Public Trustee

C. CONSENT AGENDA

1. Minutes of the March 9, 2021 Board of Trustees Meeting

D. ACTION ITEMS

1. Community Activities Commission Request to Hold Wellington Easter Egg Event
2. 4th of July Fireworks Contract Award
 - Staff presentation: Hallie Sheldon, Management Analyst
3. Ordinance 1-2021 - An Ordinance Allowing Water Contribution Requirement Dedications to be Treated as Appurtenant to Lots
 - Staff presentation: Brad March, Town Attorney
4. Water Treatment Plant Supervisory Control and Data Acquisition (SCADA) Upgrade Bid Approval
 - Staff presentation: DJ Jones, Water Plant Superintendent
5. Wastewater Treatment Plant Supervisory Control and Data Acquisition (SCADA) Upgrade Bid Approval
 - Staff presentation: Bob Gowing, Public Works Director

E. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. LCSO Monthly Report - February 2021
 - b. Report of Bills - February 2021
4. Board Reports

F. EXECUTIVE SESSION

1. Conferences with an attorney for the Town pursuant to **§ 24-6-402(4)** (b), for the purpose of receiving legal advice relative to pending suits involving voter initiative matters. The executive session will not be recorded and an attorney certification will be provided as required by C.R.S. §24-6-402(2)(d.5)(II)(B) that discussions in the executive session constitute privileged attorney-client communications.

G. ADJOURN

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



Board of Trustees Meeting

Date: March 23, 2021
Submitted By: Krystal Eucker, Town Clerk
Subject: Business in the Treasurer & Public Trustee's Office

- Irene Josey, Larimer County Treasurer & Public Trustee

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

Irene Josey, Larimer County Treasurer & Public Trustee will be giving a presentation in the Treasurer and Public Trustee's Office.

STAFF RECOMMENDATION

ATTACHMENTS

1. Irene Josey Bio
2. Treasurer and Public Trustee's Office Presentation

Irene Josey, Larimer County Treasurer & Public Trustee

Bio

Irene Josey is the elected Larimer County Treasurer & Public Trustee. Irene Josey was elected Larimer County Treasurer in 2014, she began her career in the Treasurer's Office in 1986 and served as the appointed Chief Deputy Treasurer from 1988 to 2014. She was elected to a second term, which began in 2019. As County Treasurer, Irene leads her office in the effective management of the county treasury and the safe investment of public funds. The treasury is responsible for the collection of property taxes, the safe investing of those taxes, and the accurate and timely disbursement to all lawful taxing authorities in Larimer County. These authorities include local governments, service entities, and special districts allowed by law to levy property taxes for their successful operation. On July 1, 2020, Irene's office absorbed the duties of The Office of Public Trustee which handles property foreclosures and Deed of Trust Releases, as a neutral manager of those actions.





LARIMER COUNTY TREASURER & PUBLIC TRUSTEE

Business in the Treasurer & Public Trustee's Office

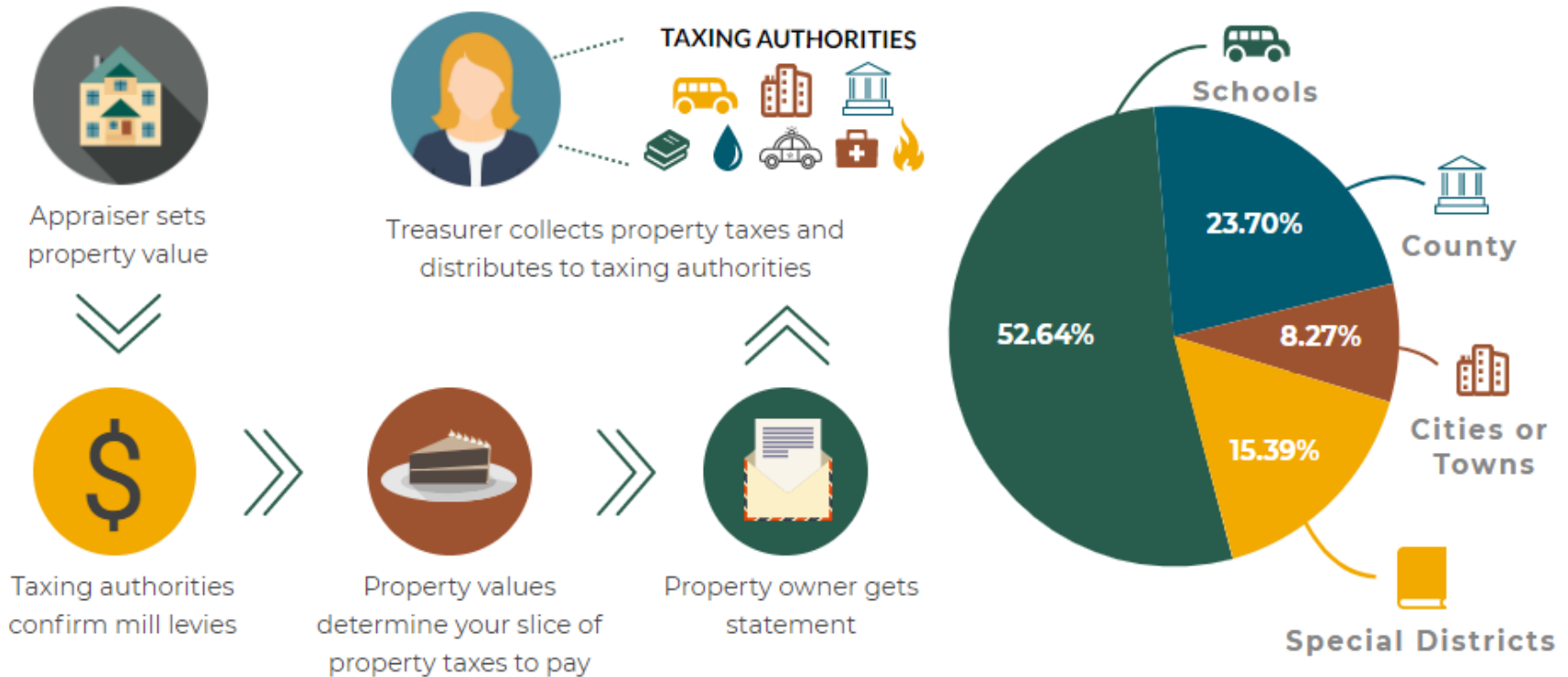
Town of Wellington
March 23, 2021



How Property Taxes are Calculated and Distributed



HOW ARE PROPERTY TAXES CALCULATED?



Property Tax Statements Defined



PROPERTY TAX STATEMENT

2020 Taxes Payable in 2021

Irene E. Josey
Treasurer & Public Trustee
P. O. Box 2336, Fort Collins, CO 80522-2336
200 West Oak Street, Suite 2100, Fort Collins, CO 80521
Phone: (970) 498-7020
Fax: (970) 498-7037
www.larimer.org/treasurer
Email: lctreasurer@larimer.org

SCHEDULE NUMBER: 1234567	TAX DISTRICT: 1500	PROPERTY TYPE: Residential	PARCEL NUMBER: 987654321
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TAX AUTHORITY	MILL LEVY	LEVIED TAX	VALUATION	ACTUAL	ASSESSED
HEALTH DIST OF NO LARIMER CTY	2.16700	\$60.27		\$389,000.00	\$27,814.00
LARIMER CO PEST CTRL DST	0.14200	\$3.95			
LARIMER COUNTY	22.45800	\$624.65			
N COLO WATER CONS DIST	1.00000	\$27.81			
POUDRE R-1 BOND PAYMENT	11.31900	\$314.83			
POUDRE R-1 GENERAL FUND	43.68100	\$1,214.94			
WELLINGTON	13.14200	\$365.53			
WELLINGTON FIRE DISTRICT	14.99900	\$417.18			
	108.90800	\$3,029.16			

(Assessed Value X Mill Levy = Levied Tax)

LEVIED TAXES	\$3,029.16
NON-LEVIED TAXES	\$0.00
ADMINISTRATION FEE	\$0.00
INTEREST ACCRUED	\$0.00
FEE(S)	\$0.00
ASSESSMENT LIEN	\$0.00

TAX AMOUNT \$3,029.16

PAYMENT(S) \$0.00

BALANCE \$3,029.16

DELINQUENT INTEREST

Amount Due \$3,029.16

PROPERTY LOCATION
123 MAIN ST WELLINGTON, CO 80549
LEGAL DESCRIPTION OF PROPERTY
LOT 1, BLOCK 1, WEL
ADDITIONAL PROPERTY INFORMATION

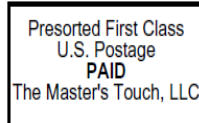
PAYMENT	DUE DATE	AMOUNT DUE
FIRST HALF	March 1	\$1,514.58
SECOND HALF	June 15	\$1,514.58
FULL PAYMENT	April 30	\$3,029.16

PROPERTY OWNER OF RECORD	PROPERTY STATUS CODES	
SMITH JOHN/JANE 123 MAIN ST WELLINGTON, CO 80549	FOR OFFICE USE ONLY	In absence of State Legislative Funding SB 25 and estimated State revenues of \$175,050,914.00 your school's general fund levy would have been 90.339 mills.
OFFICE USE ONLY		
THIS IS THE ONLY NOTICE YOU WILL RECEIVE RETAIN TOP PORTION FOR YOUR RECORDS		

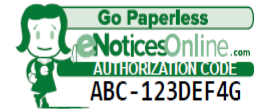
Postcards for Property Owners with Mortgages



IRENE E. JOSEY
LARIMER COUNTY TREASURER
P.O. BOX 1250
FORT COLLINS, CO 80522-1250



Irene E. Josey
Larimer County Treasurer
(970) 498-7020
www.larimer.org/treasurer



2020 TAXES PAYABLE IN 2021 - PROPERTY TAX NOTIFICATION

39030*46**G50*****AUTO**5-DIGIT 80526
SMITH JOHN/JANE
123 MAIN STREET WELLINGTON,
CO 80549



2020 TAXES PAYABLE IN 2021 - PROPERTY TAX NOTIFICATION

Schedule Number: 1234567

Tax Amount: \$3,029.16 Exemption: \$
2020 PROPERTY TAXES DUE 2021: \$3,029.16

Actual Value: \$389,000.00
Assessed Value: \$27,814.00

In accordance with CRS 39-10-103, this notification serves to inform property owners that detailed property tax statements are available online at www.larimer.org/treasurer.

- ♦ To go paperless and receive your tax statement electronically, visit eNoticesOnline.com.
- ♦ You are receiving this postcard because your mortgage company has historically paid your property taxes or the property is exempt with a zero balance. Sending postcards is saving Larimer County taxpayers thousands of dollars.
- ♦ Visit www.larimer.org/assessor for expanded value information.
- ♦ Seniors over 65 who have lived in their home for over 10 years and 100% Disabled Veterans may qualify for a property tax exemption. Visit www.larimer.org/assessor/exemptions to learn more.

Property Address:
123 MAIN STREET WELLINGTON, CO 80549

Owner:
SMITH JOHN/JANE



Irene Josey

Treasurer and Public Trustee

[Home](#) » Treasurer & Public Trustee

Treasurer & Public Trustee



[Sign Up for Electronic Tax Statements](#)

Click here to find your authorization code and register on eNoticesOnline.com.



Pay Your Property Taxes

Pay Online
Payment Methods
Print a Receipt
Delinquent Payment Information



Your Property Tax Information

Property and Tax Searches
Tax Statement Resources
Senior/Veteran Assistance
Mobile Home
Personal Property for Businesses



Third Party Resources

CTD Login for Title Companies
Mass Payment for Mortgage
Companies
Tax Lien Investor Information
Treasurer Statement for Taxing
Authorities



Public Trustee

Foreclosure and Sale
Information
Release of Deeds

The Front-End of Our Business



- Tax Collection and Distribution
- Investment of all funds
- Special Assessments - PID's, LID's, etc.
- Personal Property – income producing property in businesses
 - Distraints, Seizures and Sales
- Mobile Homes
 - Moves, Distraints
- Bankruptcy Tracking
- Tax Lien Sale
 - Redemptions
 - Treasurer's Deeds
- Senior and Veteran Property Tax Deferrals
- County Bank / Accounts Reconciliations
- Public Trustee (July 1, 2020)
 - Releases of Deeds
 - Foreclosures
 - Cures

Our Funds - Banking



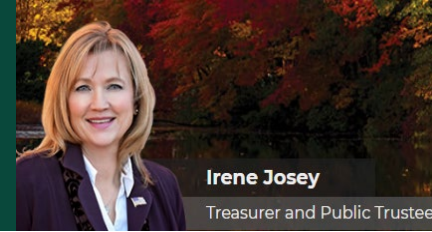
- We use Positive Pay with all of our bank accounts to protect your money against unauthorized or fraudulent transactions. Examples includes forged, altered, or counterfeit checks in addition to all ACH debits.
- Our bank accounts are “Zero Balance Accounts” (ZBA). This security feature ensures all accounts zero out at night to prevent any unauthorized transactions and allows for all daily funds to be swept to an interest-bearing account daily.
- We transfer money in and out of our accounts every day to meet the county’s financial obligations ensuring that all idle funds are protected and in an interest-bearing account.
- Money is made available not only for external financial obligations but also for payroll, retirement, medical and all other employee benefits.

Examples of Funds



- Monies that flow through the Treasurer's Office include:
 - Property tax
 - Sales tax
 - Specific ownership tax
 - Grant money
 - Federal and state funds
 - FEMA
 - and many more forms
- Finance issues the warrants (checks) that “pay” the bills, and we make sure the money is where it needs to be and when it needs to be there. We're the county's bank.
- Public Trustee money flow includes releases, foreclosure sales and cures.

Past, Present, COVID-19 & Future



➤ Prior Focus and accomplishments:

Built a new tax collection system

Earned Moody triple-A credit rating

Online property tax statements

Office accessibility, future needs of community

Top county innovation award

➤ Current, so far:

COVID-19

Property tax relief

Technology

Public Trustee's Office

In-house investment management

Cameron Peak Fire

Online Tax Lien Sale

Customer feedback survey

Top county innovation award – again!

➤ Future – County-wide financial system, online receipt printing, automated tax roll corrections, too many to list – would love to hear from you!



Questions?

My contact:

Irene Josey

ijosey@larimer.org

970-498-7027



Board of Trustees Meeting

Date: March 23, 2021

Submitted By:

Subject: Minutes of the March 9, 2021 Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 03.09.21 BOT Minutes



BOARD OF TRUSTEES

March 9, 2021

6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

MINUTES

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

Dan Sapienza, Town Attorney

Judi Tippetts, Finance Director

Cody Bird, Director of Planning

Hallie Sheldon, Management Analyst

Bob Gowing, Director of Public Works

Krystal Eucker, Town Clerk

DJ Jones, Water Treatment Superintendent

Michael Rairdon, Larimer County Sheriff's Office Patrol Sergeant

Lori Woodruff, Human Resources Manager

Mahalia Henschel, Communications Specialist

Liz Young-Winne, Planner

3. Amendments to Agenda

Mayor Hamman asked if there were any amendments to the agenda this evening. The Board moved public comment to B.2 to allow the public to hear the presentation on the Draft Comprehensive Plan.

4. Conflict of Interest

Mayor Hamman asked if there were any conflicts of interest on tonight's agenda. Trustee Gaiter stated he did listen to the presentation at the Planning Commission related to item D.1 but does not believe there is a conflict.

B. COMMUNITY PARTICIPATION

1. Presentation – Comprehensive Plan Draft

Mr. Bird informed the Board that what is being presented this evening is the Draft Comprehensive Plan (Plan) for the Town of Wellington that has been in the works for a little over a year now. Not long after the project kicked off, the COVID pandemic began which no one could have predicted. That did take what is typically a project with heavy public engagement and in-person meetings to completing the project almost all virtually and in a digital format. The Town of Wellington did participate in the process and submitted over 700 responses to the online surveys and questionnaires. There was also a Steering Committee that was instrumental in the process; they assisted in outreach efforts and ultimately the Draft Comprehensive Plan that is being presented this evening.

The Plan is an advisory document that is intended as a guide for future decision making for the Town. This is a long-range planning document that is intended to look 20 years in the future and even beyond that. Without a plan in place, it is hard to guide growth and development in a meaningful way. This document has looked back at the Town's history to establish a baseline and then creates a vision for where the Town wants to be. The Plan does aid in other Town documents and decisions, including the zoning code and subdivision regulations. All those documents work in a collaborative way to help the Town move in the direction that it visions for itself.

The Plan also establishes a Growth Management Area (GMA) which is a defined area that the Town anticipates it could grow into someday. Growth into the GMA would be initiated by a property owner with an annexation request. The Plan is anticipating where the Town is likely to grow in the next 20-25 years.

The Department of Local Affairs (DOLA) has population estimates that they use to project where within the State of Colorado that growth is occurring and at what rates. Those estimates help municipalities like Wellington anticipate how to manage growth. DOLA has projected a 6.8% growth rate for Wellington which could extend the population up to 21,000 citizens by 2030. The Steering Committee identified a Plan slogan as being "Vision for Tomorrow with Solutions for Today."

The Plan does not change the Town's boundary as that is a different process. The Plan does not change underling zoning as the zoning regulations are a different document. The Plan does not require development to occur although it is a guide for where, when, and how development is likely to happen. The types of changes that the Plan does not do only really happens upon annexation requests from property owners.

Development is really a private matter. Property owners or developers come to the Town and propose what they want to do and if it fits within the Town's regulations. That is when the Town starts working with the developers to figure out if their project can be successful.

Ms. Winne stated there are a few things that are important for everyone to know. The first is that all this information is on the Comprehensive Plan webpage of the Town of Wellington's website. Also, the Plan development started over a year ago so in the end, the whole process will end up being roughly 15 months. That could seem like a long time but that is pretty typical as some Plan updates can take upwards of two years. The Town is currently in Phase Three of the project. This phase is really important because the draft is released to solicit comments and feedback and then that information is used to draft the final Plan. The process then concludes in a couple of months with the decision to formally adopt the Plan. As the Plan moves forward after that point, it continues to

be assessed and updated and is really more of a living document than something that is static.

Emily Morales with Logan Simpson informed the Board that she will review the community feedback that was received through the process. During Phase One, there was a few engagement activities. The stakeholder meetings were in person as those were held in January. There were 61 individuals that came to the Leeper Center and there were great conversations held at that time. There was also social media notices and posters at the Library to direct individuals to a questionnaire that was online.

During Phase Two, in-person meeting did not happen due to the pandemic although there was continued community engagement through social media posts and directing individuals to participate online. There were also notices places at local businesses with a QR code that would direct individuals to polls that were posted online and there was excellent participation with that effort. There was information out during the Halloween Trick-or-Treat event directing individuals to the online questionnaire.

During Phase Three, there is an online platform for individuals to review the draft Plan and submit comments anywhere on the document; the platform is very user friendly.

Some of the community values comments that were received include small town charm, local friendly businesses, family friendly atmosphere, safety, agricultural land and open space. The responses that were received when the community was asked what they want Wellington to be by the year 2040 include preserve the town character, self-sufficient, sustainable, safe, distinct and to have diversified and distinct business.

Throughout community engagement, the community was asked many questions related to opportunities and challenges for the downtown, commercial areas, parks and recreation, transportation, trails and sidewalks, water conservation and overall quality of life. The Community Vision and Community Pillars are the foundational elements that helped guide everything else in the Plan. During Phase One and also during Phase Two, it was put out to the community to ensure we heard what they were saying.

The Community Vision is “Our friendly and supportive community welcomes you with a smile. Together, we take pride in celebrating and protecting our town character and values while welcoming forward-thinking ideas that enhance our health and wellbeing. Our dreams take root and blossom in Wellington.”

The four Community Pillars are:

- Community Pride
- Vibrant and Historic Downtown
- Thriving Economy
- Sustainable and Resilient Public Services

Megan Moore with Logan Simpson informed the Board that the bulk of the document are goals and then strategies. The goals are to illustrate desired future ideals and are derived from the Community Vision and Pillars. The strategies outline a course of action to guide decision making to achieve the goals.

Mr. Bird commented that one of the big components of the Plan that we wanted to highlight is the future land use map. The future land use map is a tool that is part of the Plan and it is really used to

guide future land uses. It also identifies the GMA that was mentioned earlier. The GMA is larger than the Town's current boundaries. We have tried to maintain the existing GMA that was adopted in 2014, but there is a couple of areas that have been added that are being proposed in the Plan. The additional areas would square off the GMA boundaries to anticipate where future growth may happen as well as preserve some of the open space and agricultural amenities. Other key objectives of this Plan are to acknowledge the fact that Fort Collins is growing to the north, there are other communities to the southern boundary, there are constraints to the west with irrigation reservoirs and to the east with floodplain and state-owned wildlife habitat. The southern boundaries are very constrained so that is why it tapers so much to the south although that is a very strategic area for the Town to identify for future growth. County Road 58 likely would support commercial development and possibly a future interchange on I-25. This area could capitalize on potential sales tax revenues from Fort Collins residents if they found it easier and faster to come to Wellington to get goods and services.

It is also expected that Highway 1 is going to become a commercial corridor and it is the only north and south corridor through Wellington. Growth and development does like to cluster around schools because of the traffic counts. This map is very long-range plan and paints a really broad brush as Wellington grows and develops.

Ms. Moore stated during public comment, it was heard that the community wanted to bring more diverse housing to Wellington. The Town's current housing stock is mostly single-family detached units. There is the ability to surround some of those commercial nodes with medium density housing. Medium density housing is not a big jump from what the town already has in place. There is a wide range of medium density housing types and products that can fit into this category; townhouses, duplexes, bungalows that could have a number of units surrounding a shared park system.

In regard to next steps, the draft Plan is ready to go for public review. The draft is available online where comments can be made directly on the draft and there are also some hard copies available at the Library and at Town Hall. The comments on the draft will be collected and reviewed for the final draft. The public review period will close in mid-April so that we can review comments and make revisions as needed.

Mr. Bird commented that he appreciates everyone's work on this Plan as it is a very important document for the Town.

Trustee Kinney wanted to reiterate that the website is the best place for comments so they can consolidate them. This product is professional and thanked everyone for their work through this process.

Trustee Gaiter commented that he appreciates the work that staff and Logan Simpson have put into this document as it has been a long process. This draft is a very professional document although he did have concerns that the document really does not reflect Wellington; it feels that there is a thought process of what this document should look like and then there have been pieces of what the community has said that have been included here and there. Another concern of Trustee Gaiter is the portion of the draft that discussed diversity and areas that went into detail about a specific population group not being represented on Town boards; basically insinuating that there is a racism problem. The diversity area was brought up by half of the Steering Committee that that was not an appropriate thing to be in our Plan and that was not addressed prior to the draft being released for public review. It seemed as if it was expanded on throughout the document. Another concern of

Trustee Gaiter is that there is one racial group that is consistently called out throughout this Plan while several others are ignored. Trustee Gaiter does not feel there is a racial problem in the Town and feels putting this in the Plan could create a problem that does not exist today. Also, highlighting a minority group and not another could cause problems. Trustee Gaiter is concerned about the expected growth rates as the Town of Wellington does not have to abide by DOLA's expected growth rate as many citizens have commented that they would prefer to stay a smaller community.

Trustee Macdonald commented that documents like this should focus on describing the community that we are trying to build and not describing the people that live in this a community. The comment specifically to race stood out as well and Trustee Macdonald does not feel that that should be discussed in this document at all.

Trustee Whitehouse commented that the document looks very professional and can see the work that went into the document.

Mayor Hamman commented that he appreciates the comments that were brought up this evening. There are several ways to make comments and state concerns related to this document.

Trustee Macdonald inquired as to the best way for the Board to submit comments on the draft.

Mr. Bird stated if the Board is comfortable leaving comments on the public review document that that would be acceptable, or they can reach out to Mr. Bird as well.

2. Public Comment

Mayor Hamman opened the meeting for public comment.

Christine Gaiter, 8132 4th Street, Wellington, CO stated she has three recommendations to add to the Plan; a glossary defining the terms, a field where we write our name and our email in our comment along with the neighborhood that we live in, and citations for each of their goals connecting it to a community comment so we know that someone actually wanted that goal, and then if that goal did not have any community comment, it should be removed from the Plan.

Wendell Nelson commented that 15 years ago he sat in this room and they were talking about a Comprehensive Plan. Mr. Nelson recommended keeping is simple and keep the characteristics of the whole community. A big part of the Town is growing. Transportation routes in and around the Town should also be considered.

Brian Michaud, 6995 Mount Democrat Street, Wellington, CO stated he feels that the process that this document has come into existence is a blow towards misrepresenting our government and feels that, by default, without a Herculean effort, documents like this will simply pass into existence and adoption because we paid so much for it, and because it is so much work to change the framework. The second issue is the zoning situation as there seems to be far too much control with regards to the ridiculous number of different zoning types that there are. We cannot pretend to predict what's going to happen and should leave it to the free market.

Hannah Michaud, 6995 Mount Democrat Street, Wellington, CO stated she wanted to express appreciation to the Board for a pretty thankless job. Ms. Michaud plans to comment throughout the Plan and asked the Board to not make a mistake because there has been a lot of time and money spent on this. Ms. Michaud commented that she did not appreciate the paragraph about inclusivity and the part about ensuring more diversity in the voices and strategically targeting people really sits badly because she does not want to be strategically targeted by anyone. Ms. Michaud would like to

keep taxes and regulations low as she plans to open a small business in the future.

Robin Johnson, 7985 Pheasant Run Lane, Wellington, CO stated she has lived in Wellington for about 15 years and has seen it grow. One concern is the roads and transportation as there has been an increase in traffic volume and she sees pedestrians on a daily basis walk on the overpass; some of them are middle school students. It would be helpful to have a safe option for individuals to get across the highway.

Michael Clark asked if the citizens of Wellington were ever asked how much they want the Town to grow or does the Town need to grow to the projected rate. Mr. Clark suggested smaller homes for higher density rather than apartments and condos and he would hate to see the Town be at a population of 40,000 by the year 2030.

Kathy Wydallis, 3405 Revere Court, Wellington, CO commented that she did not have the chance to read the entire Plan although she is in agreement with the comments that everybody has said. Some of the language did not sound very serious like dreams blossoming. Another item in the Vision regarding Wellington's responsibility to enhance health and well-being; that is not the Town's job as that is a personal responsibility. It has been a challenge to get individuals to volunteer for the Board and Commissions in Town so the portion about diversity could be removed. Ms. Wydallis pointed out that there is a typo on page 13 of the Plan, the map with parks names says Boulder Creek and it should be Boxelder Creek.

Melanie Murphy, 3584 Polk Circle East, Wellington, CO commented that she is the face of Prosperous Wellington and they are about responsible cannabis reform. Ms. Murphy understands and appreciates that the Board has taken the time to clean up the wording to get this issue ready for the ballot but would like to know when the citizens will be able to vote on the issue. Ms. Murphy stated she has volunteered with various organizations and is very active in the community.

Roger Stonecipher commented that he is concerned about the extreme increase in water rates as they have almost doubled in the last two years and the growth in Town is going to put more pressure on the water department. Mr. Stonecipher feels there are better options to finance the water plant other than increasing rates for citizens.

C. CONSENT AGENDA

1. Minutes of the February 23, 2021 Board of Trustees Meeting
Trustee Gaiter moved to approve the consent agenda; 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.

D. ACTION ITEMS

1. Public Hearing - Ordinance No. 03-2021 - Conditional Use for Human Bean Drive Thru in the C1 Zoning District at 8121 6th St.
Trustee Gaiter did disclose ex-parte communication by attending the hearing of the Planning Commission on this matter.

Mr. Bird informed the Board that this is a public hearing for a conditional use request for Human Bean Drive Thru Coffee Shop. The site that is proposed for the conditional use is on 6th Street near

the intersection of Cleveland and 6th. The conditional use request allows a drive thru within the C1 - Community Commercial District. This item did go before the Planning Commission earlier this month and the Planning Commission evaluated the conditional use and considered a site plan for development. Following the public hearing and deliberations, the Planning Commission voted unanimously to recommend approval of the conditional use to allow the drive thru facilities with conditions.

When considering a conditional use, the Board of Trustees 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 of approval are identified in the draft ordinance. 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.

The Planning Commission's primary concern was related to traffic impacts of the onsite and offsite circulation. The applicant's team has done a nice job working with town staff to address those traffic concerns. The proposed site plan was completely reevaluated with the access, controls, the proposed striping on 6th Street and some onsite circulation details to address those concerns and staff is comfortable with recommendations.

The proposed Ordinance does include the conditions of approval which include providing a striping plan for re-striping 6th Street. The applicant would provide revised striping plans in accordance with town staff comments; the comments are very minimal at this at this point.

Trustee Gaiter inquired as to what the traffic counts are now in the area and what they are expected to be once the Human Bean opens.

Mr. Bird stated he has those numbers but would need to dig them out.

Trustee Gaiter inquired if there have been any concerns from citizens regarding noise from the development.

Mr. Bird stated noise is one of the review criteria when evaluated for potential impacts. This conditional use for a drive thru anticipated additional noise generated by vehicles in the drive thru lane or from the trash enclosure that is pretty close to the existing residential around the site although those impacts are relatively minor. Town staff have not heard any comments from anyone around the development.

Trustee Gaiter inquired if the applicants could address how they plan to deal with cars queuing and backing up in the drive thru when they address the Board.

Trustee Knutson inquired as to the coffee shop and the gas station competing for 130 feet of left turn lane access at similar times of the day.

Mr. Bird stated that was one of the concerns that was originally brought up from town staff and the original site proposal. There was full access proposed for the site directly on 6th Street. Staff identified that concern and suggested the applicant reevaluate with just a right exit only. The applicants did reconfigure their site plan to make that an exit only for southbound right turn. The left turn conflicts would occur at the alley entrance where O'Reilly's and Kum N Go are so those left turn conflicts exist today. The center left turn lane was identified as the best option to address the existing left turn conflicts.

The applicant, Robb Casseday addressed the Board and commented that when this project was

brought to the Town, we wanted to do our part to help the Town thrive in their economic desires. The Human Bean has five of their managers that are residents of the Town of Wellington. We have been able to work through most of the issues that are concerning to the site, most specifically, the traffic. There was a considerable amount of time with traffic engineering consultants working out solutions to keep the traffic flowing and to make sure there are not traffic backups on 6th Street. There will also be enough signage to know the traffic flow and to keep it out of the residential alley and the auto parts store. There are two drive up windows and one walk up window. All the ordering is done at the windows so there will not be an outside speaker or noise coming from ordering.

Kendra Shirley, the architect on the project, addressed the Board and commented that they are looking forward to the opportunity to be a part of this great community. The big factors of this project have been noise, traffic, lighting. We have put in the effort to make sure that those concerns are mitigated as we have ample lighting on the site to allow for safe pedestrian lighting along the sidewalk to the walk-up window, as well as along 6th Street. There is also a 3 ½ foot privacy fence being installed along with landscaping to prevent lighting from spilling into residential areas. The peak hour for traffic in the morning is 78 trip ends and 22 trip ends during the afternoon peak hour.

The site works to keep traffic flowing on the site as well as allow ample space for on-site queuing. There are two lanes that go all the way around; there is a drive-up lane on the south side as well as the north side and that allows for cars to queue up at each drive-up window and if one drive-up line was to overload and start to get too long, it allows for those in the queue to go around the standing traffic to the opposite window. We did take into account the comments about preventing any sort of backup on 6th Street with queuing, and that is how we redrew the plan to propose a right out only to prevent any sort of backing up on to 6th Street. The primary access to the site is through the alley which gives ample room for traffic without backing up onto 6th Street. Another thing that was proposed was the double yellow line striping in the alley to help organize the alley traffic, both existing and the new traffic for Human Bean. One of the comments was to further the striping plan to show how that connects along 6th Street both to the north and the south and the Town feels that is the best solution for the traffic along 6th Street. Most of the traffic for Human Bean is pass by traffic, meaning it is traffic that is already in the area passing by so Wellington should not have a negative impact to the traffic based on our findings and data.

We have also addressed on-site drainage with a detention area and connecting that to the existing storm sewer in the alley to the north.

Through this process, we have done our best to make sure that any comments and concerns that have been brought up by the Town and the community have been heard and taken into consideration so that we will be bringing a positive outcome for the Town.

Trustee Jerome inquired as to how this site compares as far as the footprint and size of the traffic lanes to the one in Fort Collins on College.

Ms. Shirley stated that was something that was mentioned previously, and we did research. This traffic site plan for this location does allow for more on-site queuing than both of the Fort Collins locations. There is a much lower amount of traffic existing in this area, compared to the Fort Collins locations. Any unforeseen amounts of traffic trying to access this site would back up into the alley and not impede traffic on 6th Street. We have also proposed a local traffic only sign at the west end of the alley to deter traffic going in that direction.

Trustee Jerome inquired as to the anticipation of individuals using the alley to exit into the residential area.

Ms. Shirley stated they have proposed a local only traffic only sign at the west end of the alley to deter traffic from going that direction. The exit from the site to the alley is a right only exit. Signage will direct individuals to exit onto 6th Street.

Trustee Jerome commented that he would like to see a right-in right out to ease traffic congestion in that area.

Ms. Shirley further explained the decision to do a two-way left turn lane. Currently, for the northbound traffic, there is nowhere to make the existing left turn lane into the alley. If they were held up by southbound traffic coming too fast and they had to wait to make that left turn into the alley, there is nowhere for them to wait without impeding the northbound traffic. This two-way turn lane will allow them a location to wait to turn left into the alley without impeding the northbound traffic.

Mayor Hamman opened the meeting for public comment.

Sandra Joanis, 7451 Starckweather Drive, Wellington, CO commented that she is wondering what Ziggi's is thinking with their new building and plenty of parking; Ziggi's could be upset.

Mike Clark commented that he does like Human Bean and is also a fan of Ziggi's and Owl Canyon but competition is good for the community, if not at this location then maybe another one.

Wendell Nelson stated there have been several comments about getting in and out of the coffee shop and believes that looking at the solution for this is good; you have to do that. Having too many cars in too many directions can be a problem although I think they have done a good job of thinking this out and have tried do something that will work.

Jes Andrerre, in the Harvest Village neighborhood commented that she has a few concerns with Human Bean coming to Town, mainly traffic and disagrees with 90% of the traffic coming from local sources as Wellington is the first stop in Colorado and believes a lot more traffic will be in Town. There is also concern with the right-in right-out lanes and believes a lot of the traffic will end up in residential areas.

Kathy Wydallis, 3405 Revere Court, Wellington, CO commented that she is having a hard time picturing the traffic patterns but does agree that there will be an increase in traffic because of the close proximity to the interstate. It seems like the best situation has been proposed to get in and out of the site.

Erin Jerome, 3712 Wine Cup Street, Wellington, Co commented that the peak hours for Human Bean are between 8:00-10:00 am and also from 3:00-4:00 pm. There are currently 552 middle school and 626 elementary school students. Traffic is already backed up with vehicles trying to get through that intersection during those hours of the day. Also, they keep referencing using the alleyway, but that is only going to put more traffic right back on Cleveland. Wellington has spoken and their biggest concern was preserving the downtown and that small town feel. The boundary of where Human Bean will be located falls right within the Main Street boundaries.

Trustee Gaiter commented that he does not have any further questions but shares in the concerns that the community has voiced.

Trustee Jerome commented that he has huge traffic concerns and does not feel the studies are a true reflection of what is really going to happen at this intersection in real time.

Trustee Kinney commented that a lot of the issues brought up tonight were the same concerns that were discussed in the Planning Commission. Trustee Kinney's major concerns were lighting, light pollution and traffic. Those are the things that Planning Commission chose to require a new site plan for before hearing the item at the Planning Commission. The response by the applicants was overwhelmingly productive as they provided new site plans that acknowledge pedestrian lighting, they put in additional fences and landscaping to address light pollution and they did completely change the traffic pattern and provided substantial traffic engineering stating that the traffic condition would be okay.

Trustee Knutson inquired as to whether the businesses between Roosevelt and Cleveland would be right-in right out only when traffic hits a certain count.

Mr. Bird stated he did not want to lose the opportunity for the public comment process and to give the applicant to chance to respond as well so he can address that question after public comment.

Trustee Whitehouse stated he would like to reiterate the comments from Trustee Kinney as the Planning Commission did go over this and believes that the applicant has worked diligently with the Town on the concerns that were raised. The Board of Trustees nor the Planning Commission chooses who is willing to invest in our community; if an applicant meets the requirements then we have to say yes.

Mayor Hamman commented that this was reviewed by the Planning Commission and it was approved unanimously.

Mr. Casseday commented that in working with traffic engineers and town staff, we are very confident that we have addressed the concerns with traffic. It should be noted that when the comment was made that it is local traffic only, the reference was local to the traffic on Cleveland and 6th Street. We did not intend for that comment to reference the local community of Wellington as we know that there's traffic coming off I-25. The Human Bean is excited for the opportunity to serve the Wellington community.

Mr. Bird stated there were a couple of things to follow up on. The first being the comment regarding local traffic, the 90% local traffic does include trips coming from the highway. Trustee Gaiter inquired about existing traffic on 6th Street and through the year 2025, there is expected to be 398 northbound trips and 386 south bound trips during peak hours. The long-range projection is 565 northbound trips and 685 southbound trips during peak hours.

Trustee Knutson inquired about the existing entrances along 6th Street being converted to right-in right-out. There is a development agreement in place between the Town and Kum N Go with thresholds identified that would require the entrance be converted and as part of the analysis for Human Bean, that threshold is not being tripped at this time to make that change.

Trustee Macdonald inquired as to the average water usage for a coffee shop.

Mr. Casseday stated that would be a question that we would have to get an answer back to you on as I am not sure how many gallons are used.

Trustee Kinney moved to approve the Conditional Use for Human Bean Drive Thru in the C1 Zoning District at 8121 6th St.; Trustee Whitehouse seconded the motion. Roll call on the vote

resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Whitehouse, Hamman

Nays – Jerome, Macdonald, Knutson

Motion carried.

2. Ordinance No. 01-2021 - An Emergency Ordinance Amending the Municipal Code to Allow Water Dedications to be Treated as Appurtenant to Lots

Mr. March informed the Board that this Ordinance was originally discussed at the February 23rd meeting and there were concerns raised which led to the matter being tabled. There were also concerns of this Ordinance coming before the Board as an emergency. This Ordinance would require six votes to pass as an emergency although if it does not get six votes, it is asked that the Ordinance be considered as a non-emergency which would take a majority vote.

Ordinance 01-2021 would allow developers who purchase water to dedicate that water to specific lots. The rationale behind that is that the Town has encouraged contributions of water, particularly North Poudre Water and that water is become extremely expensive. It is currently around \$200,000 a share and a share will satisfy the requirement of five to seven lots.

Developers are buying multiple shares when they become available and then those shares are contributed to the Town. The shares are put in the Town's name for the developer to use and they then allocate the shares as they build lots to get taps. The problem that is being voiced is that the shares that are being contributed are extremely expensive and they cannot utilize them for security as long as they are in the Town's name.

The purpose of this Ordinance would be to make those shares appurtenant to satisfy the water requirements. Appurtenant is something that attaches to the land. What the Town Board would be doing by passing this Ordinance would be attaching water to certain lots. That water then could not be moved from that lot without the consent of the lender and the Town Board. That would allow the water to be used as security for lenders.

There has been some concern that this is specific to one lender or one lender and one developer. This request did come about from one lender and one developer although with the amount of development that is happening, this practice is anticipated to be used more often.

Trustee Jerome inquired if we allowed these shares to be collateralized by the lender, and with one share serving five to seven lots, what would happen if the developer builds two homes and forecloses on three of the lots; what happens to the shares.

Mr. March stated there is not a lien that is being taken by the lender as the shares are owned by the Town and there is no ability for the lender to reclaim those shares. The water that is appurtenant to a lot is to satisfy the tap requirements. If the lot is foreclosed on, the party purchasing the foreclosed lot would receive the lot with water that is appurtenant to that lot. The water requirement may change over time so it is hard to say that the water requirement for a tap would be satisfied although what was appurtenant to the lot will stay with that lot. The lender would not be able to get the water back as it is owned by the Town.

Trustee Gaiter inquired if the Water Policy Committee was involved in the creation of this ordinance.

Mr. March stated they were not as the role of the Water Policy Committee is to address issues such as water supply.

Trustee Jerome commented that the Water Policy Committee is what the Town Attorney has

described; they look at the supply side and the availability and sources of water.

Trustee Macdonald commented that one of the concerns was related to if this is something that is trending and may become more prevalent; staff have reached out to resources they have and would like to hear what they have heard.

Ms. Garcia stated she has reached out to some local municipalities to see if they have done something similar and how it has worked for them although she has not heard back as of yet.

Trustee Macdonald commented that she did not think this is necessarily an emergency and believes this is an attempt to accommodate one request from one developer and one lender which causes her to pause as the Board is working for the people in the community. With some of the contentious issues that surround water and some of the difficult conversations that have taken place, this Ordinance could have been vetted through the Water Policy Committee on the front end and a lot of these questions could have been answered in the beginning. This is a very difficult concept to understand and if the Trustees have a hard time understanding it, the community members will as well. Also, Trustee Macdonald understands the Water Policy Committee differently than what was described and will look at what their role is.

Trustee Knutson inquired if the water is attached to the lots and if something happens to where the builder does not build on the lots, is that water transferable to a different lot.

Mr. March stated there is a mechanism to transfer; there would have to be Board of Trustees approval and lender approval.

Trustee Macdonald inquired as to what happens if the lender does not consent to the transfer.

Mr. March stated the water stays with the lot.

Trustee Whitehouse commented that it is not really clear as to what the Water Policy Committee is which is a larger conversation.

Trustee Kinney commented that she does think that this is a trend and that this will be an issue that other lenders, builders, and developers will be facing. The Town has put them in a difficult situation by encouraging shares instead of cash-in-lieu and then increase the cash-in-lieu so this is something that the Board should be resolving.

Trustee Macdonald commented that the Town receives the same number of shares, it is how they are being dedicated to the lot so that the developer can add the value to the lot and secure the loan. They will bring the same number of shares although the Town will own them and the developer can use them as collateral. If a developer cannot secure financing to develop their project, that is a concern.

Trustee Jerome commented that it is not necessarily the Town Board's concern on how developments are financed and he is not really interested in adopting an ordinance for one developer and one lender.

Trustee Macdonald inquired if a developer has the option to finance more than one project per financing package.

Mr. March stated that would depend on the developer as some developers have the capacity to finance large blanket loans although that is not the norm. Traditionally, developers will develop in phases and they will get liens against those phases.

Mr. March commented that the sooner the Town can get its water requirements satisfied, the better off the Town will be. The availability of North Poudre shares is diminishing. This Ordinance encourages developers to get water to the Town. If the developer fails to complete a project or goes into foreclosure, the Town will still have those shares in its water bank. Once the shares are dedicated to the Town, the Town owns those shares.

Trustee Macdonald inquired if the Town has been contacted by the lender or if the Town reached out to the lender.

Mr. March stated he was contacted by the attorney for Points West Bank to see if the Town could come up with a mechanism by which they could get security in the water, and this was what we came up with. There were other scenarios discussed and this seemed like the best option.

Trustee Jerome commented that this could be viewed as giving preferential treatment to one lender and one developer, but if this is going to become a trend then we can be one of the first communities to be in front of this trend; I have not heard that this will be a trend.

Trustee Macdonald commented that she would be more comfortable making a decision after Ms. Garcia finishes her research.

Trustee Gaiter requested that emergency ordinances are not brought before the Board unless there is a legitimate Town emergency.

Mr. Bird commented that he did not have any preference one way or the other on this matter although something to consider would be if the lender were taken out of the equation. There would be value in allowing water shares to be dedicated to the Town and assigned appurtenant to a lot for any developer if they are using a lender or not. The reason being is that there are a few developers that have acquired some significant blocks of shares that they intend to dedicate to the Town to satisfy raw water. When they dedicate those shares to the Town, one share at our current rate satisfies seven and one-half single-family homes. Some of the concern is when they make the dedications for a partial lot, what happens to the remainder. When developers dedicate for seven and one-half lots, they are not necessarily pulling permits for seven and one-half lots at that time. Another consideration is that the Board might look to require the raw water dedication for 50% of the water requirements at the time of annexation or at the time of subdivision plaque. If that were the case, the Town would benefit from knowing where those water rights have been assigned to. The last component to mention is, the developers that would not be seeking lender assistance are the national builders and if the Town adopts policies that reflect the national builders, the Town could inadvertently create a situation where the local builders are not able to compete.

Trustee Macdonald commented that there are other water resources available to meet the dedications needs other than North Poudre and inquired as to how other water shares are lined out in the Ordinance.

Mr. March stated they would be applied the same percentage on all water right shares.

Mayor Hamman commented that the Board does not like the emergency part of the ordinance.

Trustee Jerome inquired as to clarification on the benefit of dedicating the shares and if the shares are assigned to certain lots or can they be use for any lot in a phase.

Mr. Bird stated the Town has a couple different developers in Town currently and some of them develop or build the entire subdivision, others may be selling lots to other builders. The

benefit in the latter scenario is that if the developers have acquired the water shares to dedicate and meet the water dedication requirements, for instance a whole phase of a subdivision, they can then sell those lots to a builder with the water already satisfied so that local builder may not have to go and find their own water shares. The developer found the shares, provided the water for the subdivision and then other builders can build there as well.

Trustee Gaiter moved to table Ordinance 02-2021 to the March 23, 2021 meeting to come back as a regular ordinance; 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.

3. Ordinance No. 02-2021 - An Ordinance Modifying Required Initiative Ordinance Signatures

Mr. March informed the Board that Ordinance 02-2021 would increase the signature requirement percentage of initiated ordinances from 5% of registered voters to 15% of registered voters.

Trustee Jerome inquired if this will be added to Wellington's Town Code.

Mr. March stated it would.

Trustee Gaiter commented that he would like to hear the public's opinion as there is a benefit from raising the bar to make sure we have things that the community truly cares about being run by the voters and at the same time we should be cognizant about making the process too difficult for the community.

Trustee Kinney commented that if there was a compelling item, it would not be an issue to get 15%.

Trustee Whitehouse concurred with Trustee Kinney.

Mayor Hamman opened the meeting for public comment.

Kathy Wydallis, 3405 Revere Court, Wellington, CO inquired as to how many of the registered voters in Wellington actually vote but commented that she is fine with the change.

Wyatt Schwendeman-Curtis, 3737 Franklin Avenue inquired if this would affect items in the future or will be affect items being worked on.

Mr. March stated it will be items in the future.

Trustee Macdonald moved to approve Ordinance 02-2021; 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.

4. Strategic Plan – Update

Ms. Henschel informed the Board that she will be reviewing the Strategic Plan changes that were made based on the survey that was put out. The proposed changes include:

- Section Heading Titles
 - Remove Intentional from Growth and Development

- Remove Sustainable from Infrastructure
- Infrastructure
 - Change goal 3 from Plan and develop purposeful facilities to “Plan and develop community and Town facilities.”
 - Delete goal 4 Enhance and explore partnerships
 - Adjust goal 5 to now be goal 4
- Vision Statement
 - Add “strives to be” after Wellington

Trustee Gaiter commented that he likes the changes, and it keeps the meaning of what the Board intended.

Trustee Macdonald commented that she feels that removing Goal 4 is a mistake as it is a disservice to the community not to explore and enhance partnerships and is disappointed that removal came from staff.

Trustee Gaiter commented that from reading through the feedback in the survey, citizens questioned what it meant to enhance partnerships so maybe we could word that differently to clarify.

Ms. Henschel commented that on behalf of staff, it may have been miscommunicated that staff had removed Goal 4. Staff had not been able to figure out how to name or figure out that goal and that one is so essential and laces into every other goal we have.

Trustee Whitehouse commented that whether or not that goal is included, we all recognize the issues that Wellington faces and that we will need to partner as we cannot solve the issues all on our own.

Trustee Kinney commented that she is disappointed about losing Goal 4 as well but does know that the partnerships are important.

Ms. Garcia commented that it was discussed a lot with staff and in looking in the community feedback and overwhelmingly we were told that they do not understand what that meant. Staff felt that was something that we work on continually and we can build that out in some of our goals that will set up once this plan is in place. This is what we would consider an amended Strategic Plan and if the Board of Trustees would like staff to continue looking for an avenue to include some sort of language regarding partnerships in this, we can certainly do that.

Trustee Macdonald suggested adding a descriptor in goal that explains what the partnerships are and who they are with.

Trustee Knutson inquired as to who those partnerships are with and what they are related to.

Ms. Garcia stated it was not defined and recommends keeping those terms fairly broad as we do not want to limit ourselves.

Trustee Macdonald commented that as a generalized goal, it may not fit best specifically under infrastructure, because those partnerships would be important not just for infrastructure, but for other elements as well.

Trustee Gaiter suggested Trustee Macdonald and Trustee Kinney work with town staff to reword the Goals and clear then up.

Trustee Macdonald and Trustee Kinney both agreed to work with staff.

Mayor Hamman opened the meeting for public comment.

Kathy Wydallis, 3405 Revere Court commented that she is glad that the changes were made.

Trustee Gaiter moved to approve the Strategic Plan updates pending future changes to Goal 4; 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.

5. Resolution 08-2021 - A Resolution Approving the Town Administrator's Administrative Plan of Organization

Ms. Garcia informed the Board that she has been with Wellington for 90 days and has enjoyed it immensely. One of the requirements is to supply the Board of Trustees with a plan of organization within 90 days. The plan has the residents of Wellington on top and then the Board of Trustees and then it drills down from there. The only change made that had been in previous documents was moving the Town Clerk under the Town Administrator which is typical in a municipality of this size. Ms. Houghteling will oversee the Management Analyst, Communications Specialist, Planning, Parks and Recreation, Library and Human Resources. Ms. Garcia will oversee Public Works, Finance and Town Clerk and Ms. Houghteling.

Ms. Garcia will be providing the Board a template for the Town Administrator evaluation so they have the opportunity to review and provide any feedback. The Board will be receiving a list of goals in June as well to base performance off of.

Trustee Gaiter commented that in general Ms. Garcia has done a fantastic job and it has been great to have her on board.

Trustee Kinney commented that she has enjoyed working with Ms. Garcia and appreciates her expertise.

Trustee Whitehouse concurs with Trustees Gaiter and Kinney.

Ms. Garcia informed the Board that the positions in grey are positions that are currently vacant.

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

Trustee Gaiter moved to approve Resolution 08-2021; 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. Board Policy - Planning Commission Referral Items

Mr. March informed the Board that this proposed policy that we were asked to prepare relative to referrals coming from the Planning Commission and that the Board of Trustees would table items if the Planning Commission has not completed their final action.

Trustee Gaiter stated he was the one that asked for the policy and it looks good to him.

Trustee Macdonald inquired if Mr. McCaffrey has reviewed the policy.

Mr. March stated he had not as this is a Board policy.

Trustee Kinney commented that the Planning Commission is tasked with forwarding recommendations and this item is the Board's policy regarding tabling of items.

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

Trustee Macdonald moved to approve the Board policy regarding Planning Commission items; 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.

E. REPORTS

1. Town Attorney

Mr. March informed the Board that he has spoken with the attorney who represents the proponents of the marijuana initiative and believes it will be on the March 23rd agenda.

2. Town Administrator

Ms. Garcia informed the Board that Ms. Houghteling is back and currently working mornings.

Ms. Sheldon informed the Board that the CAC has been working very diligently to get the Easter Egg Hunt on April 3rd approved by the County and it is looking like we are going to get there. There will be a pre-registration for all attendees so we can contact trace per county variance and masks and social distancing will be required.

Mr. Gowing informed the Board that they have been watching the forecast that Wellington may be in line to get two feet of snow this weekend. We are looking at some extra measures in terms of 24 hour on-call and putting some of our plow drivers up in a hotel as it is one thing to drive a plow around Wellington, but it is another to actually get to Wellington. We will also work with communications regarding public notices and some reminders of things like moving parked cars off the streets. Wellington will also be reaching out to emergency providers in case they close the gate on I-25.

Ms. Garcia informed the Board that reports throughout the event will be sent to the Trustees to keep them updated and we will work on a map that shows the road priorities as it relates to plowing.

Trustee Jerome commented that when the bomb-cyclone hit a couple years ago, the Red Cross did open up the Leeper Center, but they were not prepared with supplies.

3. Staff Communications

None.

a. Report of Bills

4. Board Reports

Trustee Gaiter informed the Board that the CAC did vote to keep the 4th of July parade on Cleveland, but they did vote to move all the festivities to Community Park, so they are still working out the details of exactly what that is going to look like. There will be a discussion at the work

session next week regarding the fireworks.

Trustee Gaiter asked that the Board discuss the State of Emergency as Wellington has been operating under that since COVID started.

Trustee Gaiter inquired as to whether or not we will be looking into doing anything with the water rate tiers and should staff be looking into that.

Trustee Jerome commented that he was under the impression that when we changed the rates, that we would monitor those on a quarterly basis to make sure we were hitting our goal and/or adjust the rates if necessary.

Ms. Garcia stated staff will get that done.

F. ADJOURN

Upon a motion duly made, the meeting was adjourned at 10:39 p.m.

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: March 23, 2021
Submitted By: Hallie Sheldon, Management Analyst
Subject: Community Activities Commission Request to Hold Wellington Easter Egg Event

EXECUTIVE SUMMARY

The Community Activities Commission (CAC) has hosted the Annual Easter Egg Hunt at Harvest Farm for several years. This event typically hosts 800-1000 people and provides entertainment for kids in various age ranges. Larimer County has provided the CAC a variance for the Easter Egg event that limits participation to 175 people and includes the requirement that masks be worn at all times, social distancing practiced, and contact tracing procedures are followed. An option presented to the CAC board by the County to increase the amount of attendees was to create time slots for the event in which each time slot could allow 175 people. The CAC determined this would be too difficult to coordinate. At the March 16, 2021 CAC Special Meeting, a motion was passed to violate the Department of Health orders and exceed the number of participants allowed at the Easter Egg Hunt event. As an advisory board, the CAC requested this motion be presented to the Board of Trustees for final approval. Harvest Farm was the original location of the event, without County approval, they would not host the event. Therefore, the event would need to be moved to a Town property if the Board approves the event without compliance to health orders. The CAC has a detailed plan in place to distribute eggs in bags via drive-thru at Eyestone Elementary for families to pick up if this is not approved. The thought process being that families can put on their own egg hunt for their kids.

BACKGROUND / DISCUSSION

- Staff reached out to Larimer County to determine consequences for violating the set health orders. Their response is as follows, "The implication of hosting events that don't comply with the current public health orders are legal actions brought by both the county and state attorney general's office. Those typically are monetary penalties or removal/suspension of operating licenses, liquor licenses, etc."
- Several funding opportunities provided by the State of Colorado and the Federal government have included requirements of "eligible municipalities" such as Senate Bill 20B-001. These requirements of eligibility for funding includes compliance with current State and Federal Health Orders which involves capacity limitations for outdoor events. If further funding is provided or audits are conducted on already distributed funds, this could be a risk for the Town of Wellington and businesses within Town limits to not receive the eligibility criteria for funding. Please see Senate Bill 20B-001 attached with the eligibility requirements highlighted.
- Overall, there are not significant cases on compliance or noncompliance in this matter because this type of emergency management is very new. However, there is a risk to the Town for any decision made to go against County, State, and Federal health orders.

STAFF RECOMMENDATION

For the Board of Trustees discussion.

ATTACHMENTS

1. SB 20B-001 Highlighted

An Act

SENATE BILL 20B-001

BY SENATOR(S) Winter and Priola, Bridges, Crowder, Danielson, Donovan, Fields, Foote, Ginal, Gonzales, Hansen, Lee, Moreno, Pettersen, Rankin, Story, Tate, Todd, Williams A., Zenzinger, Garcia;
also REPRESENTATIVE(S) Herod and Sandridge, Arndt, Benavidez, Bird, Buckner, Buentello, Caraveo, Coleman, Cutter, Duran, Esgar, Exum, Froelich, Garnett, Gonzales-Gutierrez, Gray, Hooton, Jackson, Jaquez Lewis, Kennedy, Kipp, Kraft-Tharp, Lontine, McCluskie, McLachlan, Melton, Michaelson Jenet, Mullica, Roberts, Singer, Sirota, Snyder, Sullivan, Tipper, Titone, Valdez A., Valdez D., Weissman, Woodrow, Young.

CONCERNING SUPPORT FOR ENTITIES IMPACTED BY SEVERE CAPACITY RESTRICTIONS DUE TO THE COVID-19 PANDEMIC, AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) Due to the COVID-19 pandemic and the ongoing public health emergency that Colorado has been battling since March of 2020, many

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

small businesses in the state, including those that are subject to mandatory capacity restrictions, have suffered severe declines in revenue during the pandemic;

(b) Small, minority-owned, and women-owned businesses are among those most impacted by the pandemic;

(c) Arts venues and artists have also been severely impacted by the pandemic and associated public health restrictions;

(d) The closure of small businesses in the state also has a devastating effect on employees of those businesses, will further strain the state's unemployment insurance program, and will have other ripple effects throughout the state; and

(e) As more counties in the state move to heightened restrictions on business operations to help contain COVID-19 and to protect the health of all Coloradans, it is imperative that the state provide relief to those small businesses in the most severely restricted counties in order to stem the tide of business closures, protect the state's economy and its communities, and help small businesses continue their operations and retain their employees.

(2) The general assembly further declares that the executive branch will continue to develop a framework to certify businesses that demonstrate exemplary compliance with public health orders during the pandemic through an evidence-based certification program that is aligned with the state's objectives to contain the COVID-19 virus.

SECTION 2. In Colorado Revised Statutes, add 24-32-129 as follows:

24-32-129. Small business relief program - address negative effects of capacity limits due to COVID-19 pandemic - distribution through local governments - definitions - report - repeal.

(1) **Definitions.** AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "COVID-19" MEANS THE CORONAVIRUS DISEASE CAUSED BY THE SEVERE ACUTE RESPIRATORY SYNDROME CORONAVIRUS 2, ALSO KNOWN AS SARS-CoV-2.

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(b) "DIVISION" MEANS THE DIVISION OF LOCAL GOVERNMENT IN THE DEPARTMENT OF LOCAL AFFAIRS.

(c) "ELIGIBLE COUNCIL OF GOVERNMENTS" MEANS A COUNCIL OF GOVERNMENTS THAT INCLUDES AT LEAST ONE ELIGIBLE COUNTY OR, IF APPLICABLE, AT LEAST ONE ELIGIBLE MUNICIPALITY.

(d) "ELIGIBLE COUNTY" MEANS A COUNTY OR CITY AND COUNTY THAT IS:

(I) AS OF DECEMBER 31, 2020, UNDER SEVERE CAPACITY RESTRICTIONS, AS DETERMINED THROUGH A STATEWIDE OR LOCAL PUBLIC HEALTH ORDER THAT HAS BEEN IN EFFECT SINCE DECEMBER 10, 2020, OR EARLIER AND THAT INCLUDES THE FOLLOWING RESTRICTIONS:

(A) THE CLOSURE OF RESTAURANTS FOR IN-PERSON, INDOOR DINING;

(B) THE CLOSURE OF BARS AND THE PROHIBITION OF INDOOR EVENTS;
AND

(C) A LIMIT OF THE LESSER OF TEN PERCENT CAPACITY OR TEN PEOPLE PER ROOM OR POOL FOR GYMS, RECREATION CENTERS, AND INDOOR POOLS; AND

(II) IN GOOD-FAITH COMPLIANCE WITH THE EXECUTIVE ORDERS PERTAINING TO THE PUBLIC HEALTH EMERGENCY DUE TO COVID-19 AND ALL APPLICABLE STATEWIDE AND LOCAL PUBLIC HEALTH ORDERS THAT ESTABLISH SEVERE CAPACITY RESTRICTIONS, AS DETERMINED BY THE DIVISION IN CONSULTATION WITH THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND AS DEMONSTRATED BY:

(A) THE COUNTY'S GOOD-FAITH EFFORTS TO ENFORCE OR PROMOTE COMPLIANCE WITH APPLICABLE EXECUTIVE AND PUBLIC HEALTH ORDERS WITHIN THE SCOPE OF ITS AUTHORITY AND IN CONSIDERATION OF AVAILABLE RESOURCES, INCLUDING ENGAGING LAW ENFORCEMENT TO ENFORCE EXECUTIVE AND PUBLIC HEALTH ORDER VIOLATIONS; AND

(B) THE COUNTY NOT ADOPTING A PUBLIC HEALTH ORDER OR ENFORCEMENT POLICY THAT IS LESS RESTRICTIVE THAN A STATEWIDE PUBLIC HEALTH ORDER ADOPTED BY THE DEPARTMENT OF PUBLIC HEALTH AND

ENVIRONMENT, UNLESS THE COUNTY HAS OBTAINED A VARIANCE OR OTHER EXEMPTION FROM THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT.

(e) "ELIGIBLE ECONOMIC DEVELOPMENT DISTRICT" MEANS AN ECONOMIC DEVELOPMENT DISTRICT DESIGNATED BY THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION THAT INCLUDES AT LEAST ONE ELIGIBLE COUNTY OR, IF APPLICABLE, AT LEAST ONE ELIGIBLE MUNICIPALITY.

(f) "ELIGIBLE INDUSTRY CATEGORY" MEANS A:

(I) RESTAURANT, INCLUDING ANY LIQUOR LICENSED ESTABLISHMENT HOLDING A HOTEL AND RESTAURANT LICENSE PURSUANT TO SECTION 44-3-413;

(II) BAR, INCLUDING A LIQUOR LICENSED ESTABLISHMENT HOLDING ONE OR MORE OF THE FOLLOWING LICENSES:

(A) A LIMITED WINERY LICENSE UNDER SECTION 44-3-403;

(B) A BEER AND WINE LICENSE UNDER SECTION 44-3-411;

(C) A HOTEL AND RESTAURANT LICENSE UNDER SECTION 44-3-413;

(D) A TAVERN LICENSE UNDER SECTION 44-3-414;

(E) AN OPTIONAL PREMISES LICENSE UNDER SECTION 44-3-415;

(F) A RETAIL GAMING TAVERN LICENSE UNDER SECTION 44-3-416;

(G) A BREW PUB LICENSE UNDER SECTION 44-3-417;

(H) A CLUB LICENSE UNDER SECTION 44-3-418;

(I) AN ARTS LICENSE UNDER SECTION 44-3-419;

(J) A RACETRACK LICENSE UNDER SECTION 44-3-420;

(K) A VINTNER'S RESTAURANT LICENSE UNDER SECTION 44-3-422;

(L) A DISTILLERY PUB LICENSE UNDER SECTION 44-3-426;

(M) A LODGING AND ENTERTAINMENT LICENSE UNDER SECTION 44-3-428;

(N) A FERMENTED MALT BEVERAGE LICENSE UNDER SECTION 44-4-107 (1)(b); OR

(O) A FERMENTED MALT BEVERAGE LICENSE UNDER SECTION 44-4-107 (1)(c);

(III) BREWERY, LICENSED PURSUANT TO SECTION 44-3-407 (1)(b)(I) AND THAT OPERATES AN ATTACHED SALES ROOM PURSUANT TO SECTION 44-3-407 (1)(b);

(IV) WINERY, LICENSED PURSUANT TO SECTION 44-3-402 (1) OR 44-3-403 AND THAT OPERATES AN ATTACHED SALES ROOM PURSUANT TO SECTION 44-3-402 (2) OR 44-3-403 (2)(e);

(V) DISTILLERY, LICENSED PURSUANT TO SECTION 44-3-402 (1) AND THAT OPERATES AN ATTACHED SALES ROOM PURSUANT TO SECTION 44-3-402 (7);

(VI) CATERER;

(VII) MOVIE THEATER; OR

(VIII) FITNESS AND RECREATIONAL SPORTS CENTER.

(g) "ELIGIBLE LOCAL GOVERNMENT" MEANS AN ELIGIBLE COUNTY, ELIGIBLE COUNCIL OF GOVERNMENTS, OR ELIGIBLE ECONOMIC DEVELOPMENT DISTRICT; EXCEPT THAT, IF A COUNTY IS DETERMINED BY THE DIVISION TO BE INELIGIBLE BASED ON THE COUNTY'S FAILURE TO MEET THE CRITERIA SPECIFIED IN SUBSECTION (1)(d) OF THIS SECTION OR IF A COUNTY IS UNABLE TO ADMINISTER THE RELIEF PROGRAM, ELIGIBLE MUNICIPALITIES WITHIN THE COUNTY, EITHER ACTING SEPARATELY OR AS A GROUP, CONSTITUTE AN ELIGIBLE LOCAL GOVERNMENT AND MAY PARTICIPATE IN THE RELIEF PROGRAM.

(h) "ELIGIBLE MUNICIPALITY" MEANS A MUNICIPALITY THAT IS:

(I) AS OF DECEMBER 31, 2020, UNDER SEVERE CAPACITY

RESTRICTIONS, AS DETERMINED THROUGH A STATEWIDE OR LOCAL PUBLIC HEALTH ORDER THAT HAS BEEN IN EFFECT SINCE DECEMBER 10, 2020, OR EARLIER AND THAT INCLUDES THE FOLLOWING RESTRICTIONS:

(A) THE CLOSURE OF RESTAURANTS FOR IN-PERSON, INDOOR DINING;

(B) THE CLOSURE OF BARS AND THE PROHIBITION OF INDOOR EVENTS;

AND

(C) A LIMIT OF THE LESSER OF TEN PERCENT CAPACITY OR TEN PEOPLE PER ROOM OR POOL FOR GYMS, RECREATION CENTERS, AND INDOOR POOLS; AND

(II) IN GOOD-FAITH COMPLIANCE WITH THE EXECUTIVE ORDERS PERTAINING TO THE PUBLIC HEALTH EMERGENCY DUE TO COVID-19 AND ALL APPLICABLE STATEWIDE AND LOCAL PUBLIC HEALTH ORDERS THAT ESTABLISH SEVERE CAPACITY RESTRICTIONS, AS DETERMINED BY THE DIVISION IN CONSULTATION WITH THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND AS DEMONSTRATED BY:

(A) THE MUNICIPALITY'S GOOD-FAITH EFFORTS TO ENFORCE OR PROMOTE COMPLIANCE WITH APPLICABLE EXECUTIVE AND PUBLIC HEALTH ORDERS WITHIN THE SCOPE OF ITS AUTHORITY AND IN CONSIDERATION OF AVAILABLE RESOURCES, INCLUDING ENGAGING LAW ENFORCEMENT TO ENFORCE EXECUTIVE AND PUBLIC HEALTH ORDER VIOLATIONS; AND

(B) THE MUNICIPALITY NOT ADOPTING A PUBLIC HEALTH ORDER OR ENFORCEMENT POLICY THAT IS LESS RESTRICTIVE THAN A STATEWIDE PUBLIC HEALTH ORDER ADOPTED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, UNLESS THE MUNICIPALITY HAS OBTAINED A VARIANCE OR OTHER EXEMPTION FROM THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT.

(i) "ELIGIBLE SMALL BUSINESS" MEANS A SMALL BUSINESS THAT:

(I) IS LOCATED IN AN ELIGIBLE COUNTY OR, IF APPLICABLE, AN ELIGIBLE MUNICIPALITY, AS OF THE TIME OF APPLICATION FOR RELIEF;

(II) IS CURRENTLY OPERATING IN THE STATE, AS EVIDENCED BY:

(A) VERIFICATION OF THE SMALL BUSINESS'S COLORADO INCOME TAX ACCOUNT NUMBER OR, FOR A SMALL BUSINESS THAT IS EXEMPT FROM FILING A COLORADO INCOME TAX RETURN, THE COLORADO TAX EXEMPT CERTIFICATE NUMBER; AND

(B) THE SMALL BUSINESS'S RECEIPT FROM ITS MOST RECENT PAYMENT OF UNEMPLOYMENT INSURANCE PAYROLL TAXES;

(III) IS ENGAGED IN AN ELIGIBLE INDUSTRY CATEGORY, AS VERIFIED BY ITS NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE;

(IV) DEMONSTRATES ITS INTENT TO CONTINUE OPERATING IN THE STATE FOR AT LEAST SIX MONTHS;

(V) PROVIDES EVIDENCE OF AT LEAST TWENTY PERCENT REVENUE LOSS SINCE MARCH 26, 2020, DUE TO THE RESTRICTIONS IMPOSED ON THE BUSINESS UNDER THE GOVERNOR'S EXECUTIVE ORDER D 2020 017, ORDERING COLORADANS TO STAY AT HOME, AND THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT'S AMENDED PUBLIC HEALTH ORDER 20-24 IMPLEMENTING STAY-AT-HOME REQUIREMENTS; EXCEPT THAT THIS SUBSECTION (1)(i)(V) DOES NOT APPLY TO A SMALL BUSINESS THAT BEGAN OPERATING ON OR AFTER JANUARY 1, 2020, AND ON OR BEFORE MARCH 26, 2020;

(VI) HAS A VALID BUSINESS LICENSE AND IS IN GOOD STANDING WITH THE AGENCY THAT ISSUED THE BUSINESS LICENSE; AND

(VII) CERTIFIES TO THE ELIGIBLE LOCAL GOVERNMENT TO WHICH THE SMALL BUSINESS APPLIES FOR A RELIEF PAYMENT UNDER THE RELIEF PROGRAM THAT THE SMALL BUSINESS:

(A) HAS NOT APPLIED FOR NOR RECEIVED ANY OTHER RELIEF PAYMENTS FROM THE ARTS RELIEF PROGRAM CREATED IN SECTION 24-48.5-316, ENACTED BY SENATE BILL 20B-001, ENACTED IN THE FIRST EXTRAORDINARY SESSION OF THE SEVENTY-SECOND GENERAL ASSEMBLY; AND

(B) IS IN COMPLIANCE WITH THE EXECUTIVE ORDERS PERTAINING TO THE PUBLIC HEALTH EMERGENCY DUE TO COVID-19 AND ALL APPLICABLE

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STATEWIDE AND LOCAL PUBLIC HEALTH ORDERS, INCLUDING CAPACITY RESTRICTIONS.

(j) "SMALL BUSINESS" MEANS A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, SOLE PROPRIETORSHIP, OR OTHER BUSINESS ENTITY THAT:

(I) HAS ITS HEADQUARTERS LOCATED IN AND IS DOING BUSINESS IN COLORADO;

(II) HAS AT LEAST ONE FULL-TIME EMPLOYEE; EXCEPT THAT THE REQUIREMENT TO HAVE ONE EMPLOYEE DOES NOT APPLY TO A SMALL BUSINESS THAT IS A SOLE PROPRIETORSHIP; AND

(III) (A) FOR A SMALL BUSINESS THAT WAS OPERATING BEFORE JANUARY 1, 2020, HAD ANNUAL RECEIPTS OF LESS THAN TWO MILLION FIVE HUNDRED THOUSAND DOLLARS FOR THE 2019 CALENDAR YEAR; AND

(B) FOR A SMALL BUSINESS THAT BEGAN OPERATING ON OR AFTER JANUARY 1, 2020, AND ON OR BEFORE MARCH 26, 2020, HAD ANNUAL RECEIPTS OF LESS THAN TWO MILLION FIVE HUNDRED THOUSAND DOLLARS IN THE 2020 CALENDAR YEAR.

(k) "SMALL BUSINESS RELIEF PROGRAM" OR "RELIEF PROGRAM" MEANS THE SMALL BUSINESS RELIEF PROGRAM CREATED IN SUBSECTION (2) OF THIS SECTION.

(2) **Small business relief program.** (a) (I) (A) THERE IS CREATED IN THE DIVISION THE SMALL BUSINESS RELIEF PROGRAM TO ALLOCATE MONEY TO ELIGIBLE LOCAL GOVERNMENTS TO PROVIDE RELIEF PAYMENTS TO ELIGIBLE SMALL BUSINESSES OPERATING WITHIN THE GEOGRAPHICAL BOUNDARIES OF THOSE ELIGIBLE LOCAL GOVERNMENTS. THE DIVISION SHALL DEVELOP A PROCESS FOR ELIGIBLE LOCAL GOVERNMENTS TO APPLY FOR AN ALLOCATION OF AVAILABLE MONEY TO PROVIDE RELIEF PAYMENTS TO ELIGIBLE SMALL BUSINESSES OPERATING WITHIN THEIR BOUNDARIES.

(B) AN ELIGIBLE LOCAL GOVERNMENT THAT CHOOSES TO APPLY TO PARTICIPATE IN THE RELIEF PROGRAM MUST SUBMIT AN APPLICATION TO THE DIVISION BY JANUARY 8, 2021, AND BY JANUARY 15, 2021, THE DIVISION SHALL ALLOCATE THE MONEY APPROPRIATED PURSUANT TO SUBSECTION (3)

OF THIS SECTION TO ELIGIBLE LOCAL GOVERNMENTS. EXCEPT AS PROVIDED IN SUBSECTIONS (2)(a)(II) AND (2)(a)(III) OF THIS SECTION, THE DIVISION SHALL ALLOCATE MONEY TO ELIGIBLE LOCAL GOVERNMENTS BASED ON THE POPULATION OF THE ELIGIBLE LOCAL GOVERNMENTS, AS DETERMINED PURSUANT TO THE MOST RECENTLY PUBLISHED POPULATION ESTIMATES FROM THE STATE DEMOGRAPHER APPOINTED BY THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF LOCAL AFFAIRS.

(II) FOR PURPOSES OF THE ALLOCATION TO AN ELIGIBLE LOCAL GOVERNMENT THAT IS AN ELIGIBLE MUNICIPALITY, THE DIVISION SHALL ALLOCATE THE MONEY TO THE ELIGIBLE MUNICIPALITY BASED ON THE PROPORTION OF THE POPULATION OF THE COUNTY IN WHICH THE ELIGIBLE MUNICIPALITY IS LOCATED THAT IS ATTRIBUTABLE TO THE ELIGIBLE MUNICIPALITY.

(III) THE DIVISION SHALL SET ASIDE TEN PERCENT OF THE TOTAL AMOUNT APPROPRIATED PURSUANT TO SUBSECTION (3) OF THIS SECTION TO DISTRIBUTE ADDITIONAL AMOUNTS TO ELIGIBLE COUNTIES THAT:

(A) DEMONSTRATE HIGH NEEDS, AS DETERMINED BY THE DIVISION;
AND

(B) HAVE A POPULATION OF NOT MORE THAN ONE HUNDRED THOUSAND PEOPLE.

(b) (I) THE DIVISION MAY ALLOCATE UP TO THE AMOUNT APPROPRIATED TO THE DIVISION PURSUANT TO SUBSECTION (3) OF THIS SECTION TO ELIGIBLE LOCAL GOVERNMENTS IN THE STATE UNDER THE RELIEF PROGRAM; EXCEPT THAT THE DIVISION MAY USE UP TO FIVE PERCENT OF THE APPROPRIATED AMOUNT FOR THE DIVISION'S AND ELIGIBLE LOCAL GOVERNMENTS' ADMINISTRATIVE COSTS IN OPERATING AND ADMINISTERING THE RELIEF PROGRAM.

(II) ELIGIBLE SMALL BUSINESSES MAY RECEIVE RELIEF PAYMENTS AS FOLLOWS, REDUCED AS NECESSARY BY THE ELIGIBLE LOCAL GOVERNMENT TO AVOID EXCEEDING THE TOTAL AMOUNT ALLOCATED TO THE ELIGIBLE LOCAL GOVERNMENT PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION:

(A) FOR AN ELIGIBLE SMALL BUSINESS THAT HAD LESS THAN FIVE HUNDRED THOUSAND DOLLARS IN RECEIPTS IN THE 2019 CALENDAR YEAR,

A RELIEF PAYMENT OF UP TO THREE THOUSAND FIVE HUNDRED DOLLARS;

(B) FOR AN ELIGIBLE SMALL BUSINESS THAT HAD FIVE HUNDRED THOUSAND DOLLARS OR MORE BUT NOT MORE THAN ONE MILLION DOLLARS IN RECEIPTS IN THE 2019 CALENDAR YEAR, A RELIEF PAYMENT OF UP TO FIVE THOUSAND DOLLARS; AND

(C) FOR AN ELIGIBLE SMALL BUSINESS THAT HAD ONE MILLION DOLLARS OR MORE BUT NOT MORE THAN TWO MILLION FIVE HUNDRED THOUSAND DOLLARS IN RECEIPTS IN THE 2019 CALENDAR YEAR, A RELIEF PAYMENT OF UP TO SEVEN THOUSAND DOLLARS.

(c) (I) EACH ELIGIBLE LOCAL GOVERNMENT SHALL ESTABLISH A PROCESS FOR SMALL BUSINESSES TO APPLY FOR AND DEMONSTRATE ELIGIBILITY FOR RELIEF PAYMENTS AND THE AMOUNT FOR WHICH A SMALL BUSINESS IS ELIGIBLE UNDER THE RELIEF PROGRAM. AN ELIGIBLE LOCAL GOVERNMENT MAY USE ANY NEW OR EXISTING PROCESSES AVAILABLE IN THE LOCAL GOVERNMENT, INCLUDING PROCESSES AVAILABLE THROUGH INTERGOVERNMENTAL AGREEMENTS WITH OTHER ELIGIBLE LOCAL GOVERNMENTS OR POLITICAL SUBDIVISIONS AND CONTRACTS WITH PUBLIC OR PRIVATE ENTITIES, TO ENABLE THE ELIGIBLE LOCAL GOVERNMENT TO:

(A) PROVIDE THE RELIEF PAYMENTS TO ELIGIBLE SMALL BUSINESSES IN THE LEAST COSTLY AND MOST EXPEDITIOUS AND EFFICIENT MANNER; AND

(B) ENCOURAGE AND FACILITATE THE EQUITABLE DISTRIBUTION OF RELIEF PAYMENTS TO ELIGIBLE SMALL BUSINESSES WITHIN THE MUNICIPALITIES AND POLITICAL SUBDIVISIONS LOCATED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE ELIGIBLE LOCAL GOVERNMENT.

(II) EACH ELIGIBLE LOCAL GOVERNMENT THAT RECEIVES AN ALLOCATION FROM THE DIVISION PURSUANT TO THE RELIEF PROGRAM SHALL:

(A) ALLOW SMALL BUSINESSES LOCATED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE ELIGIBLE LOCAL GOVERNMENT A SPECIFIED PERIOD OF NOT LESS THAN TWENTY-ONE DAYS DURING WHICH TO APPLY FOR RELIEF PAYMENTS;

(B) NOT DISTRIBUTE RELIEF PAYMENTS BASED ON THE ORDER IN WHICH APPLICATIONS ARE SUBMITTED OR RECEIVED; AND

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(C) COLLECT SUFFICIENT INFORMATION FROM SMALL BUSINESS APPLICANTS TO ENABLE THE ELIGIBLE LOCAL GOVERNMENT TO ISSUE AN INTERNAL REVENUE SERVICE FORM 1099 TO AN ELIGIBLE SMALL BUSINESS THAT RECEIVES A RELIEF PAYMENT PURSUANT TO THIS SECTION.

(III) ELIGIBLE LOCAL GOVERNMENTS THAT APPLY TO PARTICIPATE IN THE RELIEF PROGRAM MUST COMMUNICATE INFORMATION ABOUT THE RELIEF PROGRAM IN A MANNER THAT INFORMS SMALL BUSINESSES LOCATED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE ELIGIBLE LOCAL GOVERNMENT ABOUT THE RELIEF PROGRAM AND HOW AND WHEN TO APPLY FOR RELIEF PAYMENTS.

(IV) ELIGIBLE LOCAL GOVERNMENTS SHALL DETERMINE THE RELIEF PAYMENT AMOUNT FOR EACH ELIGIBLE SMALL BUSINESS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE ELIGIBLE LOCAL GOVERNMENT BASED ON THE PAYMENT AMOUNTS SPECIFIED IN SUBSECTION (2)(b)(II) OF THIS SECTION, REDUCED AS NECESSARY BASED ON THE TOTAL AMOUNT ALLOCATED TO THE ELIGIBLE LOCAL GOVERNMENT PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION, AND SHALL MAKE THE DISTRIBUTION OF RELIEF PAYMENTS AS SOON AS PRACTICABLE AFTER RECEIVING THE MONEY FROM THE DIVISION, BUT NO LATER THAN FEBRUARY 12, 2021. AN ELIGIBLE LOCAL GOVERNMENT SHALL PROVIDE AN INTERNAL REVENUE SERVICE FORM 1099 TO EACH ELIGIBLE SMALL BUSINESS TO WHICH IT DISTRIBUTES A RELIEF PAYMENT PURSUANT TO THIS SECTION.

(V) IF, AFTER DISTRIBUTING RELIEF PAYMENTS TO ALL ELIGIBLE SMALL BUSINESSES IN THE ELIGIBLE LOCAL GOVERNMENT, THE ELIGIBLE LOCAL GOVERNMENT HAS MONEY REMAINING FROM ITS ALLOCATION FROM THE DIVISION, THE ELIGIBLE LOCAL GOVERNMENT MAY ACCEPT APPLICATIONS FROM AND DISTRIBUTE THE REMAINING MONEY TO OTHER BUSINESSES IN THE ELIGIBLE LOCAL GOVERNMENT THAT MEET ALL THE REQUIREMENTS SPECIFIED IN SUBSECTIONS (1)(i) AND (1)(j) OF THIS SECTION EXCEPT SUBSECTION (1)(j)(III) OF THIS SECTION. THE ELIGIBLE LOCAL GOVERNMENT SHALL NOT DISTRIBUTE MORE THAN SEVEN THOUSAND DOLLARS TO ANY BUSINESS THAT IS ELIGIBLE FOR A RELIEF PAYMENT PURSUANT TO THIS SUBSECTION (2)(c)(V).

(VI) IF AN ELIGIBLE MUNICIPALITY RECEIVES AN ALLOCATION FROM THE DIVISION PURSUANT TO THIS SECTION AND, AFTER DISTRIBUTING RELIEF PAYMENTS TO ALL ELIGIBLE SMALL BUSINESSES LOCATED WITHIN THE

GEOGRAPHICAL BOUNDARIES OF THE ELIGIBLE MUNICIPALITY, HAS MONEY REMAINING FROM ITS ALLOCATION FROM THE DIVISION, THE ELIGIBLE MUNICIPALITY MAY ACCEPT APPLICATIONS FROM AND DISTRIBUTE RELIEF PAYMENTS TO ELIGIBLE SMALL BUSINESSES LOCATED:

(A) IN AN UNINCORPORATED AREA OF THE COUNTY IN WHICH THE ELIGIBLE MUNICIPALITY IS LOCATED; AND

(B) WITHIN A ONE-MILE RADIUS OF THE GEOGRAPHICAL BOUNDARIES OF THE ELIGIBLE MUNICIPALITY.

(d) THE DIVISION MAY DEVELOP POLICIES AND PROCEDURES NECESSARY FOR THE OPERATION OF THE RELIEF PROGRAM, INCLUDING:

(I) THE APPLICATION AND INFORMATION SUBMITTAL PROCESS; AND

(II) A REQUIREMENT THAT EACH ELIGIBLE LOCAL GOVERNMENT THAT RECEIVES AN ALLOCATION PROVIDE A REPORT TO THE DIVISION DESCRIBING HOW THE MONEY WAS DISTRIBUTED TO ELIGIBLE SMALL BUSINESSES AND HOW MUCH OF THE ALLOCATION THE ELIGIBLE LOCAL GOVERNMENT USED FOR ADMINISTRATIVE COSTS, DETAILING HOW THE MONEY FOR ADMINISTRATIVE COSTS WAS SPENT.

(e) NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, AN ELIGIBLE SMALL BUSINESS THAT RECEIVES A RELIEF PAYMENT PURSUANT TO THE RELIEF PROGRAM:

(I) IS NOT ELIGIBLE FOR ANY OTHER RELIEF PAYMENTS FROM THE ARTS RELIEF PROGRAM CREATED IN SECTION 24-48.5-316, ENACTED BY SENATE BILL 20B-001, ENACTED IN THE FIRST EXTRAORDINARY SESSION OF THE SEVENTY-SECOND GENERAL ASSEMBLY; AND

(II) IS REQUIRED TO RETURN ANY RELIEF PAYMENT RECEIVED PURSUANT TO THE RELIEF PROGRAM IF THE ELIGIBLE SMALL BUSINESS IS FOUND TO BE OUT OF COMPLIANCE WITH ANY ELIGIBILITY CRITERIA SPECIFIED IN SUBSECTION (1)(i) OF THIS SECTION.

(3) **Funding.** FOR THE 2020-21 STATE FISCAL YEAR, THE GENERAL ASSEMBLY SHALL APPROPRIATE THIRTY-SEVEN MILLION DOLLARS FROM THE GENERAL FUND TO THE DEPARTMENT OF LOCAL AFFAIRS FOR USE BY THE

DIVISION IN ACCORDANCE WITH THIS SECTION.

(4) **Report.** (a) AS PART OF ITS REPORT PURSUANT TO THE "STATE MEASUREMENT FOR ACCOUNTABLE, RESPONSIVE, AND TRANSPARENT (SMART) GOVERNMENT ACT" BEFORE THE 2022 LEGISLATIVE SESSION, THE DIVISION SHALL SUBMIT A REPORT TO THE LOCAL GOVERNMENT COMMITTEE OF THE SENATE OR ITS SUCCESSOR COMMITTEE AND THE TRANSPORTATION AND LOCAL GOVERNMENT COMMITTEE OF THE HOUSE OF REPRESENTATIVES OR ITS SUCCESSOR COMMITTEE, DETAILING HOW RELIEF PROGRAM MONEY WAS ALLOCATED, INCLUDING:

(I) THE LIST OF ELIGIBLE LOCAL GOVERNMENTS THAT RECEIVED AN ALLOCATION UNDER THE PROGRAM;

(II) THE AMOUNT EACH ELIGIBLE LOCAL GOVERNMENT RECEIVED, DETAILING HOW MUCH OF EACH ALLOCATION TO EACH ELIGIBLE LOCAL GOVERNMENT WAS:

(A) DISTRIBUTED BY THE ELIGIBLE LOCAL GOVERNMENT TO ELIGIBLE SMALL BUSINESSES; AND

(B) SPENT BY THE ELIGIBLE LOCAL GOVERNMENT FOR ADMINISTRATIVE COSTS, SPECIFYING THE PURPOSES FOR WHICH THE MONEY WAS SPENT;

(III) INFORMATION ABOUT THE ELIGIBLE SMALL BUSINESSES THAT RECEIVED RELIEF PAYMENTS AND THE AMOUNT OF THE PAYMENTS; AND

(IV) ANY OTHER INFORMATION DEEMED PERTINENT BY THE DIVISION.

(b) THE DIVISION SHALL ALSO SUBMIT THE REPORT TO THE GOVERNOR.

(5) **Repeal.** THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2022.

SECTION 3. In Colorado Revised Statutes, 39-21-113, **add** (28) as follows:

39-21-113. Reports and returns - rule. (28) NOTWITHSTANDING

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ANY OTHER PROVISION OF THIS SECTION, THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF REVENUE SHALL PROVIDE THE DIVISION OF LOCAL GOVERNMENT IN THE DEPARTMENT OF LOCAL AFFAIRS, OR ANY ELIGIBLE LOCAL GOVERNMENT, AS DEFINED IN SECTION 24-32-129 (1)(g), WITH ANY INFORMATION OBTAINED PURSUANT TO THIS SECTION THAT IS NECESSARY TO VERIFY THE ELIGIBILITY OF A SMALL BUSINESS FOR A RELIEF PAYMENT PURSUANT TO SECTION 24-32-129. ANY INFORMATION PROVIDED TO THE DIVISION OR TO AN ELIGIBLE LOCAL GOVERNMENT PURSUANT TO THIS SUBSECTION (28) REMAINS CONFIDENTIAL, AND ANY EMPLOYEE OF THE DIVISION OR AN ELIGIBLE LOCAL GOVERNMENT SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SUBSECTION (4) OF THIS SECTION AND THE PENALTIES CONTAINED IN SUBSECTION (6) OF THIS SECTION.

SECTION 4. In Colorado Revised Statutes, 24-48.5-301, **amend** (2)(a)(IV), (2)(a)(V), (2)(b) introductory portion, (2)(b)(III), and (2)(b)(IV); and **add** (2)(a)(VI) and (2)(b)(V) as follows:

24-48.5-301. Creative industries division - creative industries cash fund - creation - definition - repeal. (2) (a) There is hereby created in the state treasury the creative industries cash fund, referred to in this section as the "fund". The fund consists of:

(IV) ~~Moneys~~ MONEY appropriated to the fund by the general assembly, including, but not limited to, ~~moneys~~ MONEY appropriated for the purpose of providing need-based funding for infrastructure development within creative districts as authorized by section 24-48.5-314 (5)(b); and

(V) Any gifts, grants, or donations from private or public sources that the division is hereby authorized to seek and accept; AND

(VI) (A) SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS APPROPRIATED BY THE GENERAL ASSEMBLY TO THE FUND FOR THE ARTS RELIEF PROGRAM ESTABLISHED PURSUANT TO SECTION 24-48.5-316.

(B) THIS SUBSECTION (2)(a)(VI) IS REPEALED, EFFECTIVE DECEMBER 31, 2022.

(b) The ~~moneys~~ MONEY in the fund shall be annually appropriated to the division for the operation of the division, and for the following:

(III) For the purchase of works of art pursuant to the art in public places program, taking into consideration the artist's preliminary site visit, the design fee, the total costs of construction and installation of the work of art, jury expenses, and program administration in compliance with the provisions of section 24-48.5-312 (6); ~~and~~

(IV) For need-based funding for infrastructure development in creative districts as authorized by section 24-48.5-314 (5)(b), to the extent that the general assembly appropriates ~~moneys~~ MONEY to the fund for that purpose; AND

(V) (A) WITH REGARD TO THE AMOUNT APPROPRIATED TO THE FUND PURSUANT TO SUBSECTION (2)(a)(VI) OF THIS SECTION, FOR THE ARTS RELIEF PROGRAM ESTABLISHED PURSUANT TO SECTION 24-48.5-316.

(B) THIS SUBSECTION (2)(b)(V) IS REPEALED, EFFECTIVE DECEMBER 31, 2022.

SECTION 5. In Colorado Revised Statutes, **add** 24-48.5-316 as follows:

24-48.5-316. COVID-19 relief program for arts, cultural, and entertainment artists, crew members, and organizations - definitions - report - repeal. (1) **Definitions.** AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "ARTS, CULTURE, AND ENTERTAINMENT ARTIST OR CREW MEMBER" MEANS AN INDIVIDUAL INVOLVED IN THE MUSIC, THEATER, MOTION PICTURE, TELEVISION, DANCE, OR VISUAL ARTS INDUSTRY.

(b) "ARTS, CULTURE, AND ENTERTAINMENT ORGANIZATION" MEANS A NONPROFIT OR FOR-PROFIT ORGANIZATION INVOLVED IN THE MUSIC, THEATER, MOTION PICTURE, TELEVISION, DANCE, OR VISUAL ARTS INDUSTRY.

(c) "COVID-19" MEANS THE CORONAVIRUS DISEASE CAUSED BY THE SEVERE ACUTE RESPIRATORY SYNDROME CORONAVIRUS 2, ALSO KNOWN AS SARS-CoV-2.

(2) **Arts relief program.** (a) (I) THE DIVISION SHALL ADMINISTER OR CONTRACT WITH A THIRD PARTY TO ADMINISTER AN ARTS RELIEF

PROGRAM TO PROVIDE RELIEF PAYMENTS TO ARTS, CULTURE, AND ENTERTAINMENT ARTISTS, CREW MEMBERS, AND ORGANIZATIONS THAT MEET ELIGIBILITY CRITERIA DEVELOPED BY THE DIVISION. WHEN DETERMINING ELIGIBILITY FOR AND THE SIZE OF AN ARTS RELIEF PAYMENT, THE DIVISION SHALL:

(A) CONSIDER THE TYPE OF ARTS, CULTURE, AND ENTERTAINMENT ARTIST, CREW MEMBER, OR ORGANIZATION THAT IS APPLYING FOR AN ARTS RELIEF PAYMENT, THE IMPACT OF THE COVID-19 PANDEMIC ON THE ARTIST'S, CREW MEMBER'S, OR ORGANIZATION'S BUSINESS MODEL, IF APPLICABLE, THE SIZE OF THE ORGANIZATION, IF THE APPLICANT IS AN ORGANIZATION, AND THE AVAILABILITY OF AND THE ARTIST'S, CREW MEMBER'S, OR ORGANIZATION'S ACCESS TO OTHER RELIEF OR GRANT FUNDING; AND

(B) PRIORITIZE ARTS, CULTURE, AND ENTERTAINMENT ORGANIZATIONS WHOSE VENUES ARE DETERMINED TO BE AT THE HIGHEST RISK OF PERMANENT CLOSURE.

(II) THE DIVISION SHALL NOT DISTRIBUTE RELIEF PAYMENTS BASED ON THE ORDER IN WHICH APPLICATIONS ARE SUBMITTED OR RECEIVED.

(III) THE DIVISION SHALL COLLECT SUFFICIENT INFORMATION FROM APPLICANTS TO ENABLE THE DIVISION TO ISSUE AN INTERNAL REVENUE SERVICE FORM 1099 TO AN APPLICANT THAT RECEIVES A RELIEF PAYMENT PURSUANT TO THIS SECTION. WHEN ISSUING A RELIEF PAYMENT TO AN APPLICANT, THE DIVISION SHALL PROVIDE THE INTERNAL REVENUE SERVICE FORM 1099 TO THE APPLICANT.

(b) NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, AN ARTS, CULTURE, AND ENTERTAINMENT ARTIST, CREW MEMBER, OR ORGANIZATION THAT RECEIVES AN ARTS RELIEF PAYMENT PURSUANT TO THIS SECTION IS NOT ELIGIBLE FOR ANY OTHER RELIEF PAYMENTS FROM THE SMALL BUSINESS RELIEF PROGRAM CREATED IN SECTION 24-32-129, ENACTED BY SENATE BILL 20B-001, ENACTED IN THE FIRST EXTRAORDINARY SESSION OF THE SEVENTY-SECOND GENERAL ASSEMBLY. AN ORGANIZATION THAT APPLIES FOR AN ARTS RELIEF PAYMENT PURSUANT TO THIS SECTION SHALL CERTIFY THAT THE ORGANIZATION NEITHER APPLIED FOR NOR RECEIVED ANY OTHER RELIEF PAYMENTS FROM THE SMALL BUSINESS RELIEF PROGRAM CREATED IN SECTION 24-32-129, ENACTED BY SENATE BILL

20B-001, ENACTED IN THE FIRST EXTRAORDINARY SESSION OF THE SEVENTY-SECOND GENERAL ASSEMBLY.

(3) **Funding.** FOR THE 2020-21 STATE FISCAL YEAR, THE GENERAL ASSEMBLY SHALL APPROPRIATE SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS FROM THE GENERAL FUND TO THE CREATIVE INDUSTRIES CASH FUND CREATED IN SECTION 24-48.5-301 (2) FOR THE ARTS RELIEF PROGRAM. THE DIVISION MAY USE UP TO FIVE PERCENT OF THE AMOUNT APPROPRIATED PURSUANT TO THIS SECTION FOR ITS ADMINISTRATIVE COSTS IN ADMINISTERING OR CONTRACTING WITH A THIRD PARTY TO ADMINISTER THE ARTS RELIEF PROGRAM.

(4) **Report.** BY NOVEMBER 1, 2021, THE DIVISION SHALL SUBMIT A REPORT TO THE GOVERNOR, THE BUSINESS, LABOR, AND TECHNOLOGY COMMITTEE OF THE SENATE OR ITS SUCCESSOR COMMITTEE, AND THE BUSINESS AFFAIRS AND LABOR COMMITTEE OF THE HOUSE OF REPRESENTATIVES OR ITS SUCCESSOR COMMITTEE DETAILING HOW THE MONEY WAS ALLOCATED THROUGH THE ARTS RELIEF PROGRAM, INCLUDING:

(a) THE LIST OF ARTS RELIEF PAYMENT RECIPIENTS AND THE AMOUNT ALLOCATED TO EACH RECIPIENT;

(b) THE TYPES OF ARTS, CULTURE, AND ENTERTAINMENT ARTISTS, CREW MEMBERS, AND ORGANIZATIONS THAT RECEIVED ARTS RELIEF PAYMENTS; AND

(c) ANY OTHER INFORMATION DEEMED PERTINENT BY THE DIVISION.

(5) **Repeal.** THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2022.

SECTION 6. In Colorado Revised Statutes, 25-4-1607, **amend** (10) as follows:

25-4-1607. Fees - repeal. (10) (a) County or district boards of health created in part 5 of article 1 of this ~~title~~ TITLE 25 shall collect fees under this section if the county or district boards of health are authorized by the department to enforce this part 16 and any rules promulgated pursuant to this part 16.

(b) (I) NOTWITHSTANDING SUBSECTION (10)(a) OF THIS SECTION, STARTING JANUARY 1, 2020, THROUGH DECEMBER 31, 2021, COUNTY OR DISTRICT BOARDS OF HEALTH AND THE CITY AND COUNTY OF DENVER MAY CONTRACT WITH THE DEPARTMENT TO RECEIVE MONEY FROM THE STATE IN LIEU OF CHARGING ESTABLISHMENTS AN ANNUAL LICENSING FEE.

(II) THIS SUBSECTION (10)(b) IS REPEALED, EFFECTIVE DECEMBER 31, 2022.

SECTION 7. In Colorado Revised Statutes, 44-3-501, **add** (6) as follows:

44-3-501. State fees - rules - one-time fee waiver - repeal.

(6) (a) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE CONTRARY, THE FOLLOWING FEES IMPOSED PURSUANT TO THIS SECTION ARE WAIVED FOR TWELVE MONTHS FOLLOWING THE EFFECTIVE DATE OF THIS SUBSECTION (6):

(I) LICENSE FEES IMPOSED PURSUANT TO SUBSECTIONS (1)(a)(IV), (1)(g), (1)(h), (1)(i), (1)(j), (1)(k), (1)(l), (1)(m), (1)(n), (1)(o), (1)(p), (1)(q), AND (1)(v) OF THIS SECTION AND PURSUANT TO SECTION 44-4-105;

(II) APPLICATION FEES IMPOSED PURSUANT TO SUBSECTION (3)(a)(I), (3)(a)(XII), AND (3)(a)(XIII) OF THIS SECTION AND PURSUANT TO REGULATION 47-302 (F), 1 CCR 203-2; AND

(III) ALL FEES ASSOCIATED WITH THE RENEWAL OF A LICENSE.

(b) THE WAIVER OF FEES SPECIFIED IN SUBSECTION (6)(a) OF THIS SECTION APPLIES TO THE FOLLOWING LICENSE TYPES:

(I) A LIMITED WINERY LICENSE UNDER SECTION 44-3-403;

(II) A BEER AND WINE LICENSE UNDER SECTION 44-3-411;

(III) A HOTEL AND RESTAURANT LICENSE UNDER SECTION 44-3-413;

(IV) A TAVERN LICENSE UNDER SECTION 44-3-414;

(V) AN OPTIONAL PREMISES LICENSE UNDER SECTION 44-3-415;

- (VI) A RETAIL GAMING TAVERN LICENSE UNDER SECTION 44-3-416;
- (VII) A BREW PUB LICENSE UNDER SECTION 44-3-417;
- (VIII) A CLUB LICENSE UNDER SECTION 44-3-418;
- (IX) AN ARTS LICENSE UNDER SECTION 44-3-419;
- (X) A RACETRACK LICENSE UNDER SECTION 44-3-420;
- (XI) A VINTNER'S RESTAURANT LICENSE UNDER SECTION 44-3-422;
- (XII) A DISTILLERY PUB LICENSE UNDER SECTION 44-3-426;
- (XIII) A LODGING AND ENTERTAINMENT LICENSE UNDER SECTION 44-3-428;
- (XIV) A FERMENTED MALT BEVERAGE LICENSE UNDER SECTION 44-4-107 (1)(b); AND
- (XV) A FERMENTED MALT BEVERAGE LICENSE UNDER SECTION 44-4-107 (1)(c).

(c) THE GENERAL ASSEMBLY SHALL APPROPRIATE AN AMOUNT NOT TO EXCEED ONE MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS FROM THE GENERAL FUND TO THE LIQUOR ENFORCEMENT DIVISION AND STATE LICENSING AUTHORITY CASH FUND FOR USE BY THE DEPARTMENT TO OFFSET THE REDUCTION IN FEE REVENUES USED BY THE DEPARTMENT FOR THE DIRECT AND INDIRECT COSTS OF THE LIQUOR ENFORCEMENT DIVISION AND THE STATE LICENSING AUTHORITY IN THE ADMINISTRATION AND ENFORCEMENT OF ARTICLES 3 TO 5 OF THIS TITLE 44.

(d) THIS SUBSECTION (6) IS REPEALED, EFFECTIVE DECEMBER 31, 2022.

SECTION 8. In Colorado Revised Statutes, **add** 24-49.5-106 as follows:

24-49.5-106. COVID-19 relief for minority-owned businesses - definitions - repeal. (1) **Definitions.** AS USED IN THIS SECTION, UNLESS THE

CONTEXT OTHERWISE REQUIRES:

(a) "CARES ACT" MEANS THE "CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT", PUB.L. 116-136, 134 STAT. 281 (2020), AS AMENDED.

(b) "COVID-19" MEANS THE CORONAVIRUS DISEASE CAUSED BY THE SEVERE ACUTE RESPIRATORY SYNDROME CORONAVIRUS 2, ALSO KNOWN AS SARS-CoV-2.

(c) "MINORITY-OWNED BUSINESS" MEANS A BUSINESS THAT IS AT LEAST FIFTY-ONE PERCENT OWNED, OPERATED, AND CONTROLLED BY AN INDIVIDUAL WHO IS A MEMBER OF A MINORITY GROUP, INCLUDING AN INDIVIDUAL WHO IS AFRICAN AMERICAN, ASIAN-INDIAN, ASIAN-PACIFIC AMERICAN, HISPANIC AMERICAN, OR NATIVE AMERICAN.

(2) Relief payments, grants, and loans to minority-owned businesses. (a) (I) THE OFFICE SHALL USE A PORTION OF THE MONEY APPROPRIATED PURSUANT TO SUBSECTION (4) OF THIS SECTION, INCLUDING A PORTION ANNUALLY FOR ADMINISTRATIVE COSTS, TO ADMINISTER A PROGRAM TO PROVIDE:

(A) RELIEF PAYMENTS TO MINORITY-OWNED BUSINESSES THAT HAVE BEEN MOST IMPACTED BY COVID-19 AND HAVE LACKED MEANINGFUL ACCESS TO FEDERAL LOANS AND GRANTS UNDER THE CARES ACT; AND

(B) GRANTS AND LOANS TO MINORITY-OWNED BUSINESSES FOR START-UP AND GROWTH CAPITAL.

(II) THE DIRECTOR SHALL ESTABLISH A PROCESS FOR MINORITY-OWNED BUSINESSES TO APPLY FOR A RELIEF PAYMENT, GRANT, OR LOAN UNDER THE PROGRAM, INCLUDING THE DEADLINE FOR APPLYING, THE INFORMATION AND DOCUMENTATION REQUIRED TO BE SUBMITTED TO THE OFFICE TO DEMONSTRATE ELIGIBILITY FOR A RELIEF PAYMENT, GRANT, OR LOAN, AND ANY OTHER REQUIREMENTS SPECIFIED BY THE DIRECTOR.

(b) THE OFFICE SHALL ESTABLISH POLICIES SETTING FORTH THE PARAMETERS AND ELIGIBILITY FOR THE PROGRAM, INCLUDING:

(I) THE TERMS OF AND ELIGIBILITY FOR A RELIEF PAYMENT, GRANT,

OR LOAN;

(II) CAPS ON THE AMOUNT OF A RELIEF PAYMENT, GRANT, OR LOAN;

(III) DEADLINES FOR APPLYING FOR A RELIEF PAYMENT, GRANT, OR LOAN;

(IV) GRANT REQUIREMENTS AND LOAN REPAYMENT TERMS; AND

(V) ANY OTHER POLICIES NECESSARY TO OPERATE THE PROGRAM.

(c) THE OFFICE SHALL COLLECT SUFFICIENT INFORMATION FROM MINORITY-OWNED BUSINESSES APPLYING FOR A RELIEF PAYMENT OR GRANT PURSUANT TO THIS SUBSECTION (2) TO ENABLE THE DIVISION TO ISSUE AN INTERNAL REVENUE SERVICE FORM 1099 TO A MINORITY-OWNED BUSINESS THAT RECEIVES A RELIEF PAYMENT OR GRANT. WHEN ISSUING A RELIEF PAYMENT OR GRANT TO A MINORITY-OWNED BUSINESS, THE DIVISION SHALL PROVIDE THE INTERNAL REVENUE SERVICE FORM 1099 TO THE RELIEF PAYMENT OR GRANT RECIPIENT.

(3) **Technical support.** THE OFFICE SHALL USE A PORTION OF THE MONEY APPROPRIATED PURSUANT TO SUBSECTION (4) OF THIS SECTION, INCLUDING A PORTION ANNUALLY FOR STAFF AND ADMINISTRATIVE SUPPORT, TO INCREASE THE OFFICE'S ABILITY TO PROVIDE TECHNICAL ASSISTANCE AND CONSULTING SUPPORT TO MINORITY-OWNED BUSINESSES ACROSS THE STATE. THE TECHNICAL ASSISTANCE AND CONSULTING SUPPORT MAY INCLUDE:

(a) PROVIDING MINORITY-OWNED BUSINESS LEADERS WITH EXPANDED PROFESSIONAL DEVELOPMENT AND NETWORKING OPPORTUNITIES;

(b) INCREASING THE AVAILABILITY OF THE OFFICE'S EXISTING PROGRAMMING AND TECHNICAL SUPPORT, INCLUDING THROUGH THE SMALL BUSINESS DEVELOPMENT CENTER;

(c) DESIGNING STATEWIDE CERTIFICATION OPPORTUNITIES; AND

(d) CONDUCTING STATEWIDE AND LOCAL OUTREACH CAMPAIGNS TO EDUCATE BUSINESS OWNERS AND ENTREPRENEURS OF PROGRAMMING AND TECHNICAL SUPPORT.

(4) **Funding.** THE GENERAL ASSEMBLY SHALL APPROPRIATE FOUR MILLION DOLLARS FROM THE GENERAL FUND TO THE COLORADO ECONOMIC DEVELOPMENT FUND CREATED IN SECTION 24-46-105 FOR USE IN ACCORDANCE WITH THIS SECTION IN THE 2020-21 AND 2021-22 STATE FISCAL YEARS.

(5) **Report.** BY NOVEMBER 1, 2021, AND NOVEMBER 1, 2022, THE OFFICE SHALL SUBMIT A REPORT TO THE GOVERNOR, THE BUSINESS, LABOR, AND TECHNOLOGY COMMITTEE OF THE SENATE OR ITS SUCCESSOR COMMITTEE, AND THE BUSINESS AFFAIRS AND LABOR COMMITTEE OF THE HOUSE OF REPRESENTATIVES OR ITS SUCCESSOR COMMITTEE, DETAILING HOW THE OFFICE IS EXPENDING THE MONEY APPROPRIATED FOR THE PURPOSES OF THIS SECTION.

(6) **Repeal.** THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2022.

SECTION 9. In Colorado Revised Statutes, 24-46-105, **add** (6) as follows:

24-46-105. Colorado economic development fund - creation - repeal. (6) (a) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE CONTRARY, THE COMMISSION SHALL ALLOCATE MONEY APPROPRIATED TO THE FUND PURSUANT TO SECTION 24-49.5-106 (4) TO THE MINORITY BUSINESS OFFICE CREATED IN SECTION 24-49.5-102 FOR USE IN ACCORDANCE WITH SECTION 24-49.5-106.

(b) THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2022.

SECTION 10. Appropriation. (1) For the 2020-21 state fiscal year, \$37,000,000 is appropriated to the department of local affairs for use by the division of local government. This appropriation is from the general fund and is based on an assumption that the department will require an additional 2.1 FTE. To implement this act, the division may use this appropriation for relief to small businesses.

(2) (a) For the 2020-21 state fiscal year, \$7,500,000 is appropriated to the creative industries cash fund created in section 24-48.5-301 (2)(a), C.R.S. This appropriation is from the general fund. The office of the governor is responsible for the accounting related to this appropriation.

(b) For the 2020-21 state fiscal year, \$7,500,000 is appropriated to the office of the governor for use by economic development programs. This appropriation is from reappropriated funds in the creative industries cash fund under subsection (2)(a) of this section. To implement this act, the office may use the appropriation for the council on creative industries.

(3) For the 2020-21 state fiscal year, \$4,000,000 is appropriated to the economic development fund created in section 24-46-105 (1), C.R.S. This appropriation is from the general fund. The office of the governor is responsible for the accounting related to this appropriation.

(4) (a) For the 2020-21 state fiscal year, \$6,780,000 is appropriated to the food protection cash fund created in section 25-4-1608 (1), C.R.S. This appropriation is from the general fund. The department of public health and environment is responsible for the accounting related to this appropriation.

(b) (I) For the 2020-21 state fiscal year, \$6,780,000 is appropriated to the department of public health and environment for use by the division of environmental health and sustainability. This appropriation is from reappropriated funds in the food protection cash fund under subsection (4)(a) of this section. To implement this act, the division may use the appropriation for the environmental health programs.

(II) Any money appropriated in this subsection (4)(b) not expended prior to July 1, 2021, is further appropriated to the department for the 2021-22 state fiscal year for the same purpose.

(5) For the 2020-21 state fiscal year, \$1,891,775 is appropriated to the department of revenue. This appropriation is from the general fund. To implement this act, the department may use this appropriation as follows:

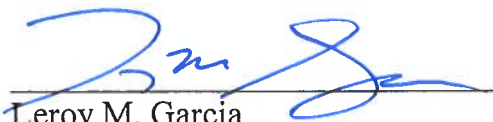
(a) \$13,775 for the division of taxation for tax administration IT system (GenTax) support; and

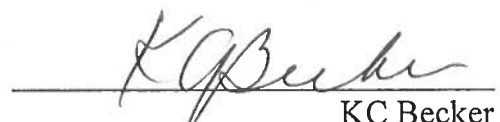
(b) (I) \$1,878,000 for use by the liquor and tobacco enforcement division for personal services.

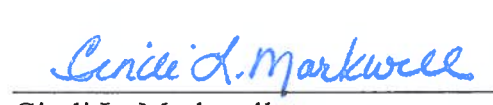
(II) Any money appropriated in this subsection (5)(b) not expended prior to July 1, 2021, is further appropriated to the department for the

2021-22 state fiscal year for the same purpose.

SECTION 11. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

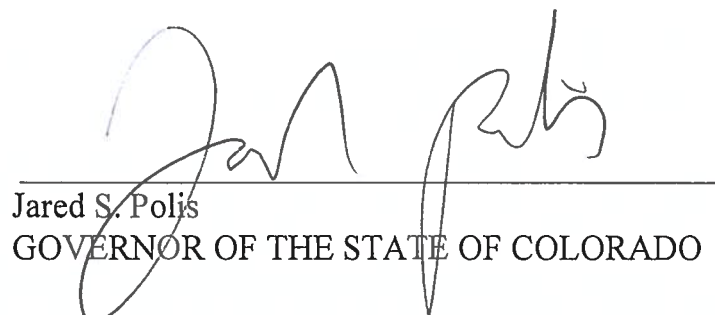

Leroy M. Garcia
PRESIDENT OF
THE SENATE


KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES


Cindi L. Markwell
SECRETARY OF
THE SENATE


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED December 07, 2020 at 10:48 am
(Date and Time)


Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO



Board of Trustees Meeting

Date: March 23, 2021
Submitted By: Hallie Sheldon, Management Analyst
Subject: 4th of July Fireworks Contract Award

- **Staff presentation: Hallie Sheldon, Management Analyst**

EXECUTIVE SUMMARY

This is a contract award for Bee Lake Productions, LLC in conjunction with the annual Wellington 4th of July fireworks celebration in the total amount of \$36,883.

BACKGROUND / DISCUSSION

In 2019, the Town of Wellington signed an agreement with Bee Lake Productions, LLC to provide fireworks for the annual 4th of July celebration. Since this 2019 agreement, amendments have been provided to renew the contract each year. The attachment to this item includes the 2021 amendment provided by Town Attorney, Brad March.

After the March 16, 2021 Board of Trustees Work Session discussion, it was agreed upon by the Board of Trustees and Bee Lake Productions that the fireworks display will remain at the Thimmig property off 6th street and Wilson for this year.

Bee Lake Productions, LLC has requested a total amount of \$36,883 for the 2021 Fireworks display. This is under the amount budgeted by the Town for 2021 (\$37,500).

STAFF RECOMMENDATION

Staff recommends approving the firework contract with Bee Lake Productions, LLC.

ATTACHMENTS

1. 2019 Firework Contract TOW
2. Copy of 2021 July 4 Fireworks Itemized Proposal revised 02122021 (version 1)
3. 2021 Fireworks Amendment Ehrlich signature

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this 12 day of March, 2019, between THE TOWN OF WELLINGTON, COLORADO, a Colorado statutory municipality ("Town"), and BEE LAKE PRODUCTIONS, LLC ("Contractor").

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Contractor agrees to provide pyrotechnical and presentation services in accordance with the Scope of Work.

2. Contract Period. This Agreement shall commence on the date first appearing above, and shall continue in full force and effect until all services contemplated in Exhibit A are completed, unless sooner terminated as herein provided.

3. Termination. If the performance by either party under this Agreement is delayed in whole or in part by unforeseen causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be granted an extension of time to accommodate such unforeseen cause. For example, if weather or other environmental conditions on July 4, of 2019 prevent Contractor from completing the performance, the Town shall grant an extension of time for such performance to take place when weather permits. If, despite such extension of time, Contractor is prevented from performance, or the Town concludes that the performance cannot take place, then this Agreement shall be deemed terminated. If this Agreement is breached by Contractor or is terminated for delay, all amounts paid by the Town shall be refunded, Bryan Ehrlich has signed this Agreement guaranteeing repayment to the Town in the event of Termination.

4. Notice In the event a suitable and acceptable shoot site is not provided, or a change to the approved shoot site is needed for any reason or extreme environmental conditions exist causing the cancellation of the event, less than 180 days prior to the event, Town will be responsible for any costs incurred to the Contractor as to the purchase of firework product or

supplies. Should the Town choose to terminate the Agreement, the parties shall arrange for product and supplies purchased by the Town to be turned over to the Town or stored by Contractor at the expense of the Town.

. All notices provided under this Agreement shall be effective when mailed by first-class United States mail, postage prepaid and addressed as follows:

Town:

Town of Wellington
Attn: Ed Cannon
3735 Cleveland Ave
P.O. Box 127
Wellington, CO 80549

Contractor:

Bee Lake Production, LLC
Attn: Bryan Ehrlich
2151 Bee Lake Road
Wellington, CO 80549

5. Contract Sum. The Town shall pay the Contractor a total of \$32,096.91 for the services contemplated under this Contract for the Year 2019. The Contractor acknowledges tender of the Town's \$25,676.80 for 2019, or 80% of subsequent contract year proposals as provided by the Contractor, an advance deposit with the execution of this Agreement and by March 15th for each subsequent year of the contract. It is understood that the remaining balance of \$6420.11 for 2019 or 20% of the proposal balance for subsequent years will be paid by the Town no later than July 25, 2019, and by July 25th for subsequent years on satisfactory completion of Contractor's obligations.

Contractor agrees to provide complete proposal details including any and all price adjustments with documented justification of any changes in the proposal for each year following the 1st year of the contract. Contractor shall provide a 5-year budget forecast, based on available statistics and historical reference as related to providing all provisions of this contract.

6. Town Representative. The Town designates the Town Administrator/Clerk or in the absence of the Town Administrator/Clerk, the Assistant Town Administrator, as the Town's

representative to make decisions with reference to the services provided under this Agreement, and any extensions thereof.

7. Independent Contractor. The services to be performed by Contractor are those of an independent Contractor and not of an employee of the Town of Wellington. The Town shall not be responsible for withholding any portion of Contractor 's compensation hereunder for the payment of FICA

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR IS NOT ACTING AS AN EMPLOYEE BUT AS AN INDEPENDENT CONTRACTOR ("CONTRACTOR"), AND REPRESENTS THE TOWN THAT CONTRACTOR IS ENGAGED IN AN INDEPENDENT TRADE, OCCUPATION, PROFESSION, OR BUSINESS RELATED TO SERVICE PERFORMED FOR OWNER, INCLUDING AT OWNER'S PROPERTIES, AND CONTRACTOR FURTHER ACKNOWLEDGES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION, UNEMPLOYMENT, WAGE WITHHOLDING OR OTHER BENEFITS, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THE CONTRACT RELATIONSHIP, To the extent Contractor utilizes the service of any employee or other party to perform work hereunder Contractor shall insure that all employment obligations are met including provision of workmen's compensation, unemployment and withholding as legally required.

8. Personal Services. It is understood that the Town enters into the Agreement based on the special abilities of the Contractor and Bryan Ehrlich and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the Town.

9. Acceptance Not Waiver. The Town's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Town under this Agreement or cause of action arising out of performance of this Agreement.

10. Warranty. Contractor warrants that all services performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

11. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. If either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

12. Remedies. In the event a party has been declared in default, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. Except as set forth in Section 14 below, in the event of litigation between the parties under this Agreement, each party shall bear its own attorney fees and costs.

13. Binding Effect. This Agreement, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Promises, undertakings or representations not set forth in this Agreement shall not be binding on the parties.

14. Indemnity/Insurance.

a. The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder. Such duty of indemnification shall extend to all costs incurred by the Town in defense of such claims.

b. The Contractor acknowledges that pyrotechnics are by their nature capable of injury to persons and damage to property. The Contractor shall take all reasonable precautions in performing the work hereunder to prevent injury to persons or damage to property.

c. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the Town as an additional insured as required in the attached scope of work commencing services hereunder, a certificate of insurance from an insurer acceptable to the Town shall be provided before work is undertaken by Contractor prior to May 31, 2019.

15. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor represents and agrees that:

a. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien; and
2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

c. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

d. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

1. Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

g. If Contractor violates a provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

h. The Town will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the Town terminates the Agreement for such breach.

TOWN OF WELLINGTON, COLORADO

By: _____

Ed Cannon
Town Administrator/Clerk

ATTEST:

Cynthia Sullivan, CMC

Deputy Town Clerk

March 11th & 12th, 2019

APPROVED AS TO FORM:

By: [Signature]
Town Attorney

(Seal)



BEE LAKE PRODUCTIONS, LLC

By: _____

Bryan Ehrlich

3/8/2019

Bryan Ehrlich
Bryan Ehrlich

Exhibit A
SCOPE OF WORK

1. Weather/Environmental Conditions and Duration of Show:

The Contractor shall provide a Scripted Pyro-musical choreographed for the display. The Contractor will also provide a 20-25 minute historical video presentation for viewing by spectators prior to the display. Video and Audio services will be the responsibility of the Contractor and be engineered to support the viewing and listening of the spectator area. The fireworks display and video display of the same magnitude or a heightened magnitude as in the year prior to this contract, shall commence on **July 4th, 2019 at approximately 9:15 p.m. and continue, uninterrupted for Approximately 45 minutes**, subject the weather and environmental conditions suitable to permit a display. As required by insurance policy, an alternate shoot date will be established between the Town and the Contractor in the event It is mutually understood and agreed, that should inclement weather or environmental conditions (i.e. severe drought conditions) prevent the display on the appointed day, the Town and the Contractor shall immediately postpone the shoot to the prearranged postponement date. It is agreed and understood by the Town and the Contractor that the Contractor will confirm set up with the Town on the day of the event and, thereafter, if the fireworks have been taken out and set up before the inclement weather prevails, then such exhibitions of fireworks must be carried out in the best possible manner without any deductions from the compensation due the Contractor.

Contractor, within 45 days of July 4th shall provide the Town for approval with a menu of fireworks and the intended presentation as well as the video and method of presentation of the video to be provided in conjunction with the event. The Town may object to the presented materials and Contractor will accommodate reasonable requested changes to the proposed presentation.

2. Contractor's Personnel:

- a) The Contractor shall furnish trained personnel authorized to serve as their agents in presenting the fireworks displays, The Contractor shall furnish a crew of adequate size, trained in the presentation of fireworks displays to perform all duties necessary for the set-up, presentation, and clean-up of the fireworks display. The Contractor shall appoint a crew foreman, who shall be duly authorized to serve as their agent and make any decision necessary during the set-up, presentation, and clean-up of the fireworks display. The crew shall arrive at least twelve (12) hours prior to the event. Crew members shall not be employees of the Town. Contractor crew members will be insured under Contractor's required insurance and Contractor shall be obligated for all compensation, employment benefits, statutory withholding, including workers compensation as may be required by applicable law.
- b) The Town Administrator/Clerk, shall be contacted at least forty-five (45) days prior to the event with the name of the pyrotechnician responsible for shooting the show. It shall be the responsibility of the pyrotechnician to contact the Town Administrator/Clerk at least thirty (30) days prior to the event to discuss any issues that need to be finalized and to obtain approvals from the Town on the day of or immediately prior to the day of the event to proceed.

3. Shooting Site:

The show will be shot from the Thimmig property, located on 6th Street directly east of the Wellington Middle School (the "site"). If the shoot site is deemed unavailable for any reason by either party or AHJ, a new shoot site must be proposed by the Town at least 180 days prior to the event. In the event a suitable and acceptable shoot site is not provided, or a change to the approved shoot site is needed for any reason, causing the cancellation of the event, less than 180 days prior to the event, Town will be responsible for any costs incurred to the Contractor as to the purchase of firework product or supplies and the parties shall arrange for product and supplies purchased by the Town to be turned over to the Town or stored by Contractor.

4. Town Provisions:

The Town will not be obligated to provide labor, material, or equipment to secure the site. Shoot site will be secured by Contractor, with Town's approval and cooperation, as required by approval of the AHJ and the Contractor. Contractor will follow all applicable laws, regulations and policies, including as set forth by Bureau of Alcohol Tobacco, Firearms and Explosives (BATFE) and Colorado Division of Fire Safety (CDFS) as it relates to safety precautions concerning shoot site, display area, fall out area, security boundaries and monitoring of site at all times while 1.3g Class B or 1.4g Professional Class C firework products are on site. Contractor will provide all means to secure the shoot site under these requirements as a part of contract.

5. Police Protection and Permits:

The Contractor is responsible for providing Contractors' security at the shooting site at all times including after equipment has been located to the site. The Contractor must obtain all necessary licensing and permits, including but not necessarily limited to a Public Display of Fireworks Permit and must adhere to the 2012 International Fire Code as adopted with amendments or current issue and NFPA 1123 current edition.

6. Safety Representative:

The Wellington Fire Protection District (the "Fire District") shall act as the Authority Having Jurisdiction (AHJ) to provide safety inspections and oversight. The AHJ will have authority to determine whether the show may be shot and the AHJ may stop the show, including if an AHJ representative determines that the safety of citizens and or the shooters is jeopardized.

7. Safety:

Contractor will strictly comply with all safety requirements and best practices as established by the American Pyrotechnics Guild for the safe and effective performance for shooting a firework display as described here. The show must be a completely electronically-shot show. The Contractor provided shooter shall remain outside the display area perimeter and within the fallout area of the shoot site. Contractor shall also provide a minimum of 4 spotters to monitor the fireworks display area, shooting performance and shell detonation as prescribed by the fireworks manufacturer. Spotters shall position to adequately monitor the show from outside the display site area, and within the fallout area of the shoot site. Only one shell per mortar tube will be allowed. No reloading of tubes will be allowed. In the event of inclement weather, and when determined by the AHJ or the Contractor, mortar tube adjustment for wind direction will be made prior to the start of the show. No one other than the Contractor or Contractor's pyrotechnician crew members will be allowed to handle the shells. Shooters shall wear fire resistant FR rated clothing, or 100% cotton clothing as approved by the NFPA and CDFS. No nylon clothing will be allowed.

8. Set Up:

The display needs to be completely set up, tested, and inspected at least one (1) hours prior to the scheduled commencement time. If the Shoot Site is available, mortar tubes can be set, backfilled, and ready for inspection twenty-four (24) hours prior to the scheduled commencement time.

9. Clean-up:

The Contractor will be responsible for cleanup and policing of the shooting site including the removal of all unexploded fireworks, removal of frames, mortars and other debris left as a result of the shooting of the fireworks display including as provided per National Fire Protection Association Code 1123.

10. Insurance:

- a) The Contractor will provide, from insurance companies acceptable to the Town, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the Town with certificates of insurance, in a form acceptable to the Town, showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement. The Town shall approve insurance coverage (the "Insurance Requirement") in writing by March 15, 2019.

At a minimum Contractor agrees to provide public liability and property damage insurance coverage, including spectator coverage in the amount of \$7,000,000 as a total combined coverage from the Contractor (\$5,000,000) and the Fireworks Manufacturer (\$2,000,000). Contractor shall provide a certificate of insurance to the Town a minimum of 30 days before the event listing the Town and an additional insured on the policy. Additionally, Contractor will not terminate or modify such insurance policy without written notice of such change, two weeks prior to the change. In the event of a claim by the Town, Contractor agrees to pay any deductible under the policy, which deductible shall not be greater than \$5,000.

- b) The insurance evidenced by this insurance certificate will provide that "the insurance may not be cancelled or materially altered, except after ten (10) days written notice to the Town of Wellington, Colorado."
- c) In case of the breach of any provision of the Insurance Requirements, the Town, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the Town may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement. The Town, its officers, agents and employees shall be named as an additional insured on the Contractor 's general liability insurance policies for any claims arising out of work performed under this Agreement.
- d) The following minimum Insurance coverage will be provided by Contractor:
 - a) Employer's Liability. The Contractor shall maintain during the life of this Agreement for all of the Contractor 's employees engaged in work performed under this agreement:
 - i. To the extent required by applicable law, Workers' Compensation insurance with statutory limits as required by Colorado law.
 - ii. Employer's Liability insurance with limits of \$1,000,000 per accident, \$1,000,000 disease aggregate, and \$1,000,000 disease each employee.
 - iii. Commercial, General, and Vehicle Liability. The Contractor shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of

personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

- iv. In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance. All subcontractors shall be approved by the Town and provide proof of workman's compensation to the Town

11. Contract Period:

This Agreement is for one year, unless sooner terminated or extended as herein provided at the option of the Town. Contractor has until January 31st to provide pricing revisions, if any, with documented support of any changes to pricing. The Town can renew the contract by notice after approval of proposal. Written notice of renewal shall be provided to the Contractor and mailed no later than February 28th of each renewal period.

To assist the Town with budgeting of future fireworks displays, Contractor agrees to provide the Town with a 5-year budget forecast for anticipated costs for future years.

12. Misfires:

Contractor agrees that after post-show inspection, any misfire product will be returned to the supplier to be destroyed under the provisions of NFPA 1123. Any product deemed unfired, and in good condition will be reported to the Town and can be stored for use in a later show. Should the Town elect to terminate the contract before the opportunity to use unfired products. Contractor will refund the wholesale cost of the product to the Town.

COBRA FIRING SYSTEM

13. The Town is willing to transfer the ownership of the COBRA FIRING SYSTEM to Contractor for an agreed transfer price to offset from the price of 2019 Proposal for services provided under this contract.

13. Attachments:

Attachment A: Video Presentation and Pyro-musical Display Firework Details

Attachment B: Equipment Detail - *Included*

Attachment C: Firework Detail - *Included*

Attachment D: Insurance



2021 July 4th Video Presentation and Pyro-musical Display

Bee Lake Productions 2151 Bee Lake Road, Wellington, CO 80549

970-568-7175 behrlich09@gmail.com

CUSTOMER

Town of Wellington, CO

ESTIMATE NO

2021

DATE

3/17/2021

ADDRESS

3735 Cleveland Avenue

CITY/STATE/ZIP

Wellington, CO 80549

PAYMENT TERMS

80% at Contract approval
20% after completion of Contract.

DUE DATE

3/15/2021

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	July 4th Video Presentation-Pyro-musical Fireworks Display	\$36,883.00	\$0.00
	Consisting of the following:		\$0.00
1	Fireworks Product (itemized list attached)	incl	\$11,300.00
1	Rental of Pyrotechnic Equipment (itemized list attached)	incl	\$5,546.00
1	\$1,000,000/\$5,000,000 + \$2,000,000 General Liability Insurance (Policy provided upon completion of contract - Named insured certificate to follow)	incl	\$6,000.00
1	Video Production - Approx., 20 Minute video	incl	\$1,200.00
1	Pyro Musical Scripting	incl	\$1,500.00
1	Video Screen/Projection, Sound and Audio Rental	incl	\$5,737.00
1	Flood Lighting Rental (3 Light Trailers)	incl	\$500.00
1	FM Transmission of audio	incl	\$500.00
1	Labor for Pyrotechnic show (includes prep, set up staging, loading firing, inspection and clean up)	incl	\$3,300.00
1	Storage Magazine rental	incl	\$1,300.00
1	Wellington Professional Firefighters (two trucks + 4 staff)	incl	\$0.00
	SUBTOTAL		\$36,883.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:	TAX RATE	0.00%
Bee Lake Productions offers a full "turn-key" Proposal. Proposal is for 100% Acceptance of all line items.	SALES TAX	\$0.00
Bee Lake Productions will Purchase Town of Wellington Cobra Firing system consisting of 1 18R2 Controller and 24 18M Field Modules. Credit to be applied to Year 1 Contract Balance. Years 2-5 will remain as same	OTHER	
Bee Lake Productions will provide Certificate of Insurance with named insureds by June 15, 2021	TOTAL	\$36,883.00
SALES TAX NOT INCLUDED Town of Wellington must provide Tax exempt certificate if claiming Tax Exempt for Fireworks Product and Rental charges. (TBD @6.7%)		
Contact Years 2-5 will be subject to price adjustment based to any, but not limited to, the following contract items. Fireworks Product, Freight charges, Liability Insurance, Labor, Sound and Audio Rental, Safety Lighting, Storage rental costs.		
Contract Pricing will remain FIRM through the contract for cost contributors for Video Production, Pyro-musical Scripting and Pyrotechnic equipment.		

Sign Below to Accept Quote:

Authorized Rep

Date

2800 2937



July 4th Video Presentation and Pyro-musical Display - Fireworks Detail

Bee Lake Productions
2151 Bee Lake Road, Wellington, CO 80549
970-568-7175 behrlich09@gmail.com

CUSTOMER

Town of Wellington, CO

ESTIMATE NO

2021

DATE

3/17/2021

ADDRESS

3735 Cleveland Avenue

CITY/STATE/ZIP

Wellington, CO 80549

*Enter the name address
proposal in this cell*

PAYMENT TERMS

QUANTITY	DESCRIPTION	SHELL SIZE	BREAKS
1	Freedom RWB Display Shells - 72	3"	72
1	Flower King Aidsay Assortment -72	3"	72
1	Lidu Assortment B Display Shells - 36	4"	36
1	Wizard Assortment B Display Shells - 36	4"	36
1	Freedom RWB Display Shells - 36	4"	36
1	Vulcan Stained Glass Assortmenmt	5"	18
1	T-Sky showcase assorted shells - D	5"	18
1	Vulcan premium assorted shells- A	5"	18
1	Vulcan premium assorted shells- C	5"	18
1	Freedom USA Pattern Assortment	5"	6
1	T-Sky showcase assorted shells - A	6"	9
1	T-Sky showcase assorted shells - B	6"	9

80% at contract approval
20% after completion

DUE DATE

2/28/2021

Shell Count by Size

3" - 233

4" - 140

5" - 102

6" - 107

8" - 12

2	T-Sky Long Durational Showcase- Extended Time effects	6"	14
1	Flower King asst 9 effects - 9 shells	6"	9
1	Vulcan premium assorted shells- A	6"	9
1	Vulcan premium assorted shells- B	6"	9
1	Vulcan premium assorted shells- GHOST	6"	6
1	Dominator Assortmnet D Display Shells	6"	9
1	Titanium Salute (ball)	3"	41
3	chained ball salute w/ tail - chained is sets of 10 - 10	3"	27
1	white strobe comet	3"	6
3	red star comet	3"	12
1	blue star comet	3"	3
4	red chrysanthemum w/ red tail	4"	8
4	silver chrysanthemum w/ silver tail	4"	8
4	blue chrysanthemum w/ blue tail	4"	8
4	Green Bowtie w Red ring	4"	4
4	Blue Bowtie w Golden ring	4"	4

2	gold orido nishiki w/ big blue pistil	5"	2
2	gold orido nishiki w/ red strobe pistil	5"	2
1	brocade flower crown bowtie w/ red ring	5"	1
1	god of wealth horsetail w/ red falling leaves	5"	2
4	special white strobe	5"	4
1	red dark red	5"	1
1	cycus bloom to color tips	5"	2
2	cylinder shell - silver dragon w/ red and blue strobe core	5"	2
1	stacked color bands	5"	2
1	lemon glittering waterfall	5"	1
1	orange strobe waterfall	5"	1
1	blue peony w/ red coconut w/ brocade pistil w/ brocade tail	5"	1
3	Smile face w time rain ring	5"	3
2	midnight snow to red with blue pistil	6"	1
2	midnight snow double ring w/ blue pistil	6"	1
2	pixie dust willow	6"	1

2	red chrysanthemum w/ red tail	6"	2
2	silver chrysanthemum w/ silver tail	6"	2
2	blue chrysanthemum w/ blue tail	6"	2
2	nishiki kamuro niagara falls	6"	2
1	gold orido nishiki w/ big blue pistil	6"	1
1	gold orido nishiki w/ red strobe pistil	6"	1
2	god of wealth brocade w/ green strobe pistil	6"	1
1	blue ring w/ yellow star	6"	1
3	ring - three ring (red / green / blue)	6"	2
2	8 point chrys. stained glass w/ red ring	6"	2
2	multi-row flower w/ brocade flower crown pistil	6"	2
2	red heart	6"	2
1	lemon glittering waterfall	6"	1
2	blue peony w/ red coconut w/ brocade pistil w/ brocade tail	6"	2
1	smile face to strobe crossette ring	6"	1
2	red three swordsmen (red palm tree wave)	6"	2

2	half red half blue w/ brocade ring and flower wave	6"	2
1	Green Bowtie w Red ring	6"	1
1	Blue Bowtie w Golden ring	6"	1
1	Ghost Shell - red to green to crackle	8"	1
1	red to blue to silver crackling w/ golden strobe to silver crackling pistil w/ tail	8"	1
1	God of Wealth Horsetail w/ red falling leaves pistil	8"	1
1	Golden strobe to blue w/ golden strobe to red pistil	8"	1
1	color peony changing to color strobe w/ crossette pistil	8"	1
1	half red half blue w/ brocade ring w/ tail	8"	1
1	large gold willow to variegated	8"	1
1	gold orido nishiki with red strobe pistil	8"	1
1	blue sunflower with tail	8"	1
1	red, dark, lemon, dark, delayed crackle w/ green to purple pistil	8"	1
1	crackling willow ring with smile face	8"	1
1	color crossette	8"	1
2	5x5 fan red white and blue flash break chrysanthemums w/ r,w,b tails	3"	50
2	5x10 fan red white and blue flash break chrysanthemums w/ r,w,b tails	2.5"	100

1	now w/ gold, blue & purple tails (50sh peanut = 100 breaks)	1"	50
1	blue tail brocade crown, brocade crown blue mine	1"	100
1	fan shaped - red / green w/ time rain tail	1"	300
1	fan shaped - special red + sky-blue and white strobe, special red w/ white strobe mines	1"	150
1	fan shaped - brocade crown to green flashing mine to red green blue peony time rain	1"	140
1	product line: fan shaped - big gold coconut blue mine	1"	120
1	"Z" shaped - color glittering tail blue mine	1"	200
2	"Z" shaped - red white blue comet to report	1"	400
1	"Z" shaped - colorful falling leaves	1"	150
1	"Z" shaped - big silver tourbillion	1"	100
750	e-match / "Igniter" / "squib" 3 Meter Leads - from Wizard International LTD		
1	e-match to quick match connector Safer, quicker and more secure. 50pc per case		
	TOTAL DISPLAY SHELL BREAKS		594
	TOTAL MULTI-SHOT CAKE BREAKS		1860
	TOTAL BREAKS		2454

Sign Below to Accept Quote:

Authorized Rep

Date

233

140

102

107

12



July 4th Video Presentation and Pyro-musical Display - Equipment Detail

Bee Lake Productions
 2151 Bee Lake Road, Wellington, CO 80549
 970-568-7175 behrlich09@gmail.com

CUSTOMER

Town of Wellington, CO

ESTIMATE NO

2021

DATE

3/17/2021

ADDRESS

3735 Cleveland Avenue

CITY/STATE/ZIP

Wellington, CO 80549

PAYMENT TERMS

QUANTITY	DESCRIPTION	MORTARS	RACKS
1	3" Fiberglass Mortars/ 12 Position Wood Racks	233	19
1	4" Fiberglass Mortars/ 8 Position Wood Racks	144	18
1	5" Fiberglass Mortars/ 6 Position Wood Racks	108	18
1	6" Fiberglass Mortars/ 6 Position Wood Racks	108	18
1	8" Fiberglass Mortars/ Direct Bury	12	n/a
39	Cobra 18M Field Modules	n/a	n/a
1	Cobra 18R2 Remotore Controller	n/a	n/a

**80% at contract approval
20% after completion**

DUE DATE

2/28/2021

Shell Count by Size

3" - 233

4" - 140

5" - 102

6" - 107

8" - 12

Sign Below to Accept Quote:

Authorized Rep

Date

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(FIREWORKS DISPLAY)**

THIS AMENDMENT to the above referenced contract established on 12th day of March, 2019 (the "Contract"), as the Contract relates to the 2021 event year and is made between THE TOWN OF WELLINGTON, COLORADO, a Colorado statutory municipality ("Town"), and BEE LAKE PRODUCTIONS, LLC, a Colorado Limited Liability Company ("Contractor ").

THE PARTIES AMEND THE CONTRACT as to the 2021 event year as follows:

1) Costs.

Paragraph 11 of exhibit A to the Contract provides, this Agreement is for one year, ...Contractor has until January 31st or such other mutually agreed upon date to provide pricing revisions, if any, with documented support of any changes to pricing. The Town can renew the Agreement by notice after approval of proposal. Written notice of renewal shall be provided to the Contractor and mailed no later than February 28th of each renewal period. To assist the Town with Budgeting of future fireworks displays, Contractor agrees to provide the Town with a 5-year budget forecast for anticipated costs for future years.

The Town acknowledges that Contractor provided acceptable pricing revisions for 2021 and the Town has renewed the Contract for 2021. The parties acknowledge that pricing revisions and renewal notice deadlines for 2021 are waived or have been met.

The Town and Contractor agree that contract costs for the 2021 event year will be \$36,883.00. The Contractor acknowledges receipt from the Town of \$29,506.40, representing 80% for the cost of the 2021 event year, the remaining balance of \$7,376.60 for the 2021event year (the final payment), representing the remaining 20% of the proposal balance will be due from the Town no later than July 25, 2021, on satisfactory completion of Contractor's obligations. Contractor shall provide Town with an accounting of all materials used, left over and mis-fired before the final payment is due.

2) Dates

Dates as set forth in the Contract are altered as follows for the 2021event:

Contractor, shall provide the Town:

- With insurance coverage and policy by May 1, 2021. Town shall provide initial approval of insurance coverage by May 15, 2021.

- For approval, the name of the pyrotechnician responsible for shooting the show, a menu of fireworks, the intended presentation, video, and method of presentation of the video for the 2021 event prior to May 20, 2021.
- The pyrotechnician shall initial contact with the Town prior to June 3, 2021 to discuss and to obtain approvals from.

Town shall have a reasonable time to approve Contractor submissions.

3) Site.

The Contract at Exhibit A, paragraph 3 provides that the show will be shot from the Thimmig property, located on 6th Street directly east of the Wellington Middle School (the "site") and that selection of any alternate site must be made 180 days before the event. The parties agree that an alternate shoot site or alternate site for AV presentation, other than the Thimmig and middle school property may be proposed prior to April 1, 2020, and that Contractor will evaluate the site to determine suitability. Contractor may reject any alternate site proposed by Town.

4) Notice

Notice to the Town required hereunder shall be to Patti Garcia, the Town Administrator, garciapa@wellingtoncolorado.gov with a copy to Hallie Sheldon, Management Analyst, hpsheldon@wellingtoncolorado.gov.

Amended and entered on this ____ day of _____, 2021.

TOWN OF WELLINGTON, COLORADO

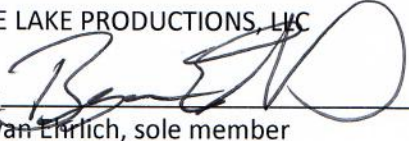
By: _____
Patti Garcia, Town Administrator

ATTEST:

Town Clerk

(Seal)

BEE LAKE PRODUCTIONS, LLC

By: 
Bryan Ehrlich, sole member

Board of Trustees Meeting

Date: March 23, 2021
Submitted By: Brad March, Town Attorney
Subject: Ordinance 1-2021 - An Ordinance Allowing Water Contribution Requirement Dedications to be Treated as Appurtenant to Lots

- Staff presentation: Brad March, Town Attorney

EXECUTIVE SUMMARY

Appurtenant water rights.

BACKGROUND / DISCUSSION

The Board has considered the accompanying ordinance at its meetings on February 21, 2021 and March 9, 2021. Per board direction the emergency provisions have been eliminated.

The town receives water from developers that has been purchased and is intended to satisfy raw water requirements for tap permits. The town requires raw water requirement (RWR) contributions or cash in lieu of payments for issuance of a water tap permit and has recently encouraged development, as opposed to making cash in lieu of payments, to provide the town with water rights, most regularly North Poudre shares, to satisfy the RWR. The price of water rights has increased dramatically over the last few years. One share of North Poudre is sufficient to satisfy the RWR for multiple lots. Developers in the past have purchased shares and placed the shares in the Town's name creating credit balances against which taps can be issued, when a building permit is issued the developer advises the planning department to reduce the attributable RWR for a building permit against water on deposit held by the town. The proposed ordinance would allow the developer to designate lots against which the credit could be applied to satisfy the future RWR for that lot(s) and attach thereby the water to specific lot(s). Attaching water to a lot(s) would allow the developer to take credit for the satisfied RWR when borrowing against the lot.

STAFF RECOMMENDATION

ATTACHMENTS

1. Water appurtenance ordinance 3.23.21 (002)

TOWN OF WELLINGTON

ORDINANCE NO. 01-2021

AN ORDINANCE ALLOWING WATER CONTRIBUTION REQUIREMENT DEDICATIONS TO BE TREATED AS APPURTENANT TO LOTS

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

WHEREAS, the Board set water fees, including by Resolution 12-2008, Resolution 8-2016, Ordinance 6-2017, Ordinance 28-2020, and Resolution 44-2020; and

WHEREAS, the Town Code provides that prior to allowing any new water tap or water permit, water rights dedications shall be required or in lieu thereof, the Town, in the Town’s sole discretion, cash payments; and

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

WHEREAS, the cost of raw water has risen, and demand for raw water has increased, making procurement of raw water difficult and financing of raw water acquisition problematic; and

WHEREAS, financial lenders issuing loans for development of subdivision projects have requested that the Town establish a means to acquire a security interest in raw water contributions; and

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

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

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

WHEREAS, the Town Code at Section 13-1-60 addresses issuance of water tap permits and provides:

At section 13-1-60 (a): Water and sewer tap permits required. It is unlawful for any Person to tap or make any connection with the Town's water or sewer facilities or to take or to use any water from said water facilities without having first obtained a permit from the Town. Any Person desiring to tap the water or sewer mains, or use water from the Town's water system shall make application in writing for a tap permit to the Town Administrator. The application shall state the size of the tap to be made with the water or sewer system, the location of the proposed tap, the premises for which the service is sought, the purpose for which the water is to be used All plant investment fees and other charges assessed by the Town shall be submitted with the application.; and

At section 13-1-60 (b): Issuance of tap permits. If the application complies with the provisions of this Code, the Town Administrator shall issue a permit subject to Town Engineer review. Permits shall be signed by the Town Administrator and shall set forth the name of the Person for whose benefit the permit shall be granted, the date issued, the point on the water or sewer main at which the tapping is to be done, the size of the tap and the curb stop, the premises to be served and the use to be made of the water and any restrictions on the discharge to the sewer facilities.

At section 13-1-60(c): Time limitation on tapping.

- (1) Each water and sewer tap permit issued by the Town pursuant to this Code shall expire one hundred eighty (180) days after the issuance of the permit unless the tap applied for has been installed during the one-hundred-eighty-day time period and unless the construction of the premises for which the tap has been issued has been commenced.
- (2) The holder of any water or sewer tap permit may apply for an extension of the one-hundred-eighty-day time period. Extensions may be granted only by the Board of Trustees for good cause established by the permit holder. Any extension shall be limited in time to an additional one-hundred-eighty-day period and only one (1) extension shall be granted for any tap.
- (3) If a water or sewer tap permit expires, all charges paid to the Town to serve the permit to the applicant shall be forfeited and are nonrefundable.
- (4) The holder of a tap permit may relinquish the permit to the Town at any time prior to its expiration. The Town shall, upon demand, refund seventy-five percent (75%) of the permit fee paid to the owner.

At section 13-1-60(d): Transfer of tap permits. Tap permits are for a specific address or location and may not be transferred to any other site or another owner except as specifically authorized by the Board of Trustees.

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

- 1) The following section 13-1-60(e) is added to the Wellington Town Code:

(e) Establishing raw water as an appurtenance. On dedication and contribution of raw water to the Town, before issuance of a tap permit, an owner may request that dedicated

raw water be applied towards raw water tap permit requirements associated with a specific property or properties. If so requested and approved, the Town will treat the dedication as appurtenant to such property. If contributed water is insufficient to meet the then current raw water tap requirements at the time that a water tap permit is requested for the property, the property owner shall contribute such additional water as may be required to meet the then current raw water tap requirement. The Town shall issue the owner a letter of proof of raw water dedication at the time water is dedicated to specific property. Any dedicated raw water deemed appurtenant to specific property may not be transferred to any other property except as authorized by the Board of Trustees with approval of the owner's lender holding a security interest in the originally specified property and appurtenant raw water. Raw water dedicated to the Town and raw water fees paid to the Town are non-refundable.

- 2) Repealer. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this Ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this Ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this Ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.
- 3) Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than three (3) copies of the adopted Code available for inspection by the public during regular business hours.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 23rd day of March, 2021 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: March 23, 2021
Submitted By: DJ Jones
Subject: Water Treatment Plant Supervisory Control and Data Acquisition (SCADA) Upgrade Bid Approval

- **Staff presentation: DJ Jones, Water Plant Superintendent**

EXECUTIVE SUMMARY

Award Bid and appropriate additional funding for SCADA Upgrades at the Water Treatment Plant

BACKGROUND / DISCUSSION

The SCADA system at the Water Treatment Plant is losing software support at the end of 2021. This system is crucial to the operation of the treatment plant and system security and reliability are of paramount importance. The proposed project includes new hardware and software support to ensure uninterrupted and reliable SCADA functionality well into the future.

Staff is recommending Timberline Electric and Controls for this project with a sole source contract award in the amount of \$75,957.00. Funding for this project is provided in G/L #211-80-4057 of the approved 2021 budget, in the amount of \$70,000 within the Water enterprise fund.

Staff has worked closely with the vendor and the the engineering consultant for the expansion project to ensure both short-term and long-term effectiveness. The improvements included in this item will work seamlessly with the future expansion project.

STAFF RECOMMENDATION

Staff recommends approval of the purchase contract with Timberline Electric and Controls and approve the additional appropriation of \$5,957 from the Water enterprise fund balance.

ATTACHMENTS

1. Stratus Quote for Water Jan 2021 (4)



Our Mission: To find opportunities to delight our peers and customers by making the complex simple.

P.O. Box 793
Morrison CO 80465-0793
303-697-0440
Fax: 303-697-0450
Kim@TLECC.net

/

Date: 1/21/21
Wellington **Water**
RE: TLECC Quotation J5906
REF: SCADA computer upgrade options

Dear DJ

We are pleased to provide this quote for your review.

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

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

Sincerely,

Kim Evezich

Item	Description	Extended Pricing
1a	Stratus FT Server 2900 with 10-core processor and hyper treading technology, 32GB memory, 3 pair of 600 GB 15K RPM disks, VmWare VSphere essentials, MS Server 2019, 4 VM entitlements, 10 Windows server device CALS, 10 MS RDS device Cals. Stratus fees for server setup, support setup, Jumpstart on-site installation, one year of support for the Server and VMware	\$48,800.00

1b	(1) HP workstation, (1) 24" monitors, (1) keyboard and mouse.	\$1,040.00
1c	Timber Line's labor to load iFix, historian, and other software and test each version compatibility with Server 2019. Meet Stratus on-site for deployment. Also includes project management, training, and documentation.	\$11,000.00
2a	IFix upgrade to current version, trade/swap Web space for one iIClient, purchase new 2nd iclient , IGS driver, historian, and one year of IGS support. PLEASE see option below	\$10,566.00
2	SCADAPhone alarm dial-out software for 200 alarm points, modem, Webserver, and labor to copy alarms to the new software and train operator.	\$4,027.00
3	Shadow protect is owned by Wellington. We have added a NAS back-up drive to meet AWIA requirements for a secure backup.	\$524.00
	Computer upgrade total	\$75,957.00

Notes:

Stratus will have a continuing service agreement each year for approximately \$4500 that will cover remote monitoring, remote service, and replacement parts. The first year is included in the price above. Stratus states that they support servers in excess of 10 years.

Please verify that 200 alarm points is adequate. The unlimited tag license adds \$620.00

IF this project is funded, we need to have a short discussion about how many water operators will be using the iFix software simultaneously, and what hardware they will use to access the software.

Thank you!

Timber Line Electric and Control Corp. Terms and Conditions of Sale

This quote is valid for 30 days, and is subject to change after that time frame. All quotations issued, and orders received by TLECC are subject to final acceptance by our principal or authorized representative.

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

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

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

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

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

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

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

Board of Trustees Meeting

Date: March 23, 2021
Submitted By: Bob Gowing, Public Works Director
Subject: Wastewater Treatment Plant Supervisory Control and Data Acquisition (SCADA)
Upgrade Bid Approval

- **Staff presentation: Bob Gowing, Public Works Director**

EXECUTIVE SUMMARY

Award Bid, and appropriate additional funding for the SCADA Upgrade at the Wastewater Treatment Plant

BACKGROUND / DISCUSSION

The SCADA system at the Wastewater Treatment Plant is losing software support at the end of 2021. This system is crucial to the operation of the treatment plant and system security and reliability are of paramount importance. The proposed project includes new hardware and software support to ensure uninterrupted, reliable SCADA functionality well into the future.

Staff is recommending Timberline Electric and Controls for this project with a sole source contract award in the amount of \$75,576.00. Funding for this project is provided in G/L #211-80-4064 of the approved 2021 budget, in the amount of \$25,000, within the Sewer enterprise fund.

To ensure this project works seamlessly with the wastewater expansion project, the scope was expanded to include several additional items. In essence, portions of the future expansion project are being accelerated to achieve overall cost efficiencies, while solving the immediate needs at the treatment plant. Staff has worked closely with the vendor and the engineering consultant for the expansion project to ensure both short-term and long-term effectiveness, which is expected to result in an overall aggregate cost savings to the Sewer enterprise fund.

Depending on the status of the various CIP expenditures within the Sewer Fund in 2021, a budget amendment may be required at a later date. The need for that budget amendment will be evaluated, and executed if needed during the budget preparation process for the 2022 budget.

STAFF RECOMMENDATION

Staff recommends approval of the purchase contract with Timberline Electric and Controls and the additional appropriation of \$50,576 from the Sewer enterprise fund balance.

ATTACHMENTS

1. Stratus Quote for WWTP



Our Mission: To find opportunities to delight our peers and customers by making the complex simple.

P.O. Box 793
Morrison CO 80465-0793
303-697-0440
Fax: 303-697-0450
Kim@TLECC.net

/

Date: 1/21/21
Wellington **Wastewater**
RE: TLECC Quotation J5906-2
REF: SCADA computer upgrade options

Dear Mike,

We are pleased to provide this quote for your review.

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

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

Sincerely,

Kim Evezich

Item	Description	Extended Pricing
1a	Stratus FT Server 2900 with 10-core processor and hyper treading technology, 32GB memory, 3 pair of 600 GB 15K RPM disks, VmWare VSphere essentials, MS Server 2019, 4 VM entitlements, 10 Windows server device CALS, 10 MS RDS device Cals. Stratus fees for server setup, support setup, Jumpstart on-site installation, one year of support for the Server and VMware	\$48,800.00

1b	(1) HP workstation, (1) 24" monitors, (1) keyboard and mouse. Assumes that one operator will be using a mobile device to access data.	\$1,040.00
1c	Timber Line's labor to load iFix, historian, and other software and test each version compatibility with Server 2019. Meet Stratus on-site for deployment. Also includes project management, training, and documentation.	\$11,000.00
2a	IFix upgrade to current version, trade/swap Web space for TWO iClient, IGS driver, historian, and one year of IGS support. PLEASE see option below	\$10,185.00
2	SCADAPhone alarm dial-out software for 200 alarm points, modem, Webserver, and labor to copy alarms to the new software and train operator.	\$4,027.00
3	Shadow protect is owned by Wellington. We have added a NAS back-up drive to meet AWIA requirements for a secure backup.	\$524.00
	Computer upgrade total	\$75,576.00

Notes:

Stratus will have a continuing service agreement each year for approximately \$4500 that will cover remote monitoring, remote service, and replacement parts. The first year is included in the price above. Stratus states that they support servers in excess of 10 years.

Please verify that 200 alarm points is adequate. The unlimited tag license adds \$620.00

IF this project is funded, we need to have a short discussion about how many water operators will be using the iFix software simultaneously, and what hardware they will use to access the software.

Thank you!

Timber Line Electric and Control Corp. Terms and Conditions of Sale

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LARIMER COUNTY SHERIFF'S OFFICE

Justin E. Smith, Sheriff

One Agency

One Mission

Public Safety

March 10, 2021

Town of Wellington
Attn: Patti Garcia, Town Administrator
PO Box 127
Wellington, Colorado 80549

Dear Ms. Garcia:

The Law Enforcement Services Agreement for the Town of Wellington obligates the Larimer County Sheriff's Office to provide monthly reporting. Due to the transition in the CAD system, there was a delay in providing supporting documentation.

In meeting the contract, for the month of **February 2021**, the Larimer County Sheriff's Office maintained six deputies, one corporal, and one sergeant providing full-time law enforcement for the Town. In addition, one half-time investigator, one full-time desk deputy, and one full-time School Resource Officer assisted the town with law enforcement activities.

During the month of **February 2021**, non-assigned deputies spent a total of **190.69** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **February 2021** there were **10.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

Sex Crimes - 4

Fraud - 2

Death Investigation - 1

All deputies attended less lethal weapons training in February.

Cases of Note: A construction trailer was broken into near 3rd Street and Torch Lily Street with high value tools stolen. Construction sites continue to be targeted by thieves in Wellington and throughout the area.

Administration
2501 Midpoint Dr.
Fort Collins, CO 80525
970 498-5100

County Jail
2405 Midpoint Dr.
Fort Collins, CO 80525
970 498-5200

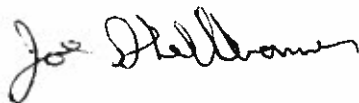
Emergency Services
1303 N. Shields
Fort Collins, CO 80524
970 498-5300

In the early morning hours of February 26th, multiple unlocked vehicles were entered in the old town area south of Cleveland Avenue. This appears to be the work of 2 or more people walking through the neighborhood and trying door handles until they find an unlocked vehicle.

We had 2 vehicles stolen in Wellington during February. Trucks seem to be the target here and throughout the region.

Pursuant to the Law Enforcement Agreement between the Town of Wellington and Larimer County, applicable documenting monthly forms are attached.

Thank you,

A handwritten signature in black ink, appearing to read "Joe Shellhammer". The signature is fluid and cursive, with the first name "Joe" being more prominent.

Captain Joe Shellhammer

(970) 498-5103

Attachments



LARIMER COUNTY SHERIFF'S OFFICE

Wellington Calls for Service and Patrol Time
(For Non-Wellington Officers)

Dispatch Dates Between 2/1/2021 and 2/28/2021

Excluded from this report -

Squads: Civilian, Parks, and Investigations

Units: 9ME*, 9S8;9Z89;9E34;9E21;9E41;9E5;9E75;9E23;9E31;9X106

Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2021-02	8,736.2 145.6	2,705.4 45.09	11,441.6 190.69
Totals	8,736.2 145.6	2,705.4 45.09	11,441.6 190.69

Wellington Monthly Report

February 2021

Larimer County Sheriff's Office

Christine Harpel
Executive Assistant

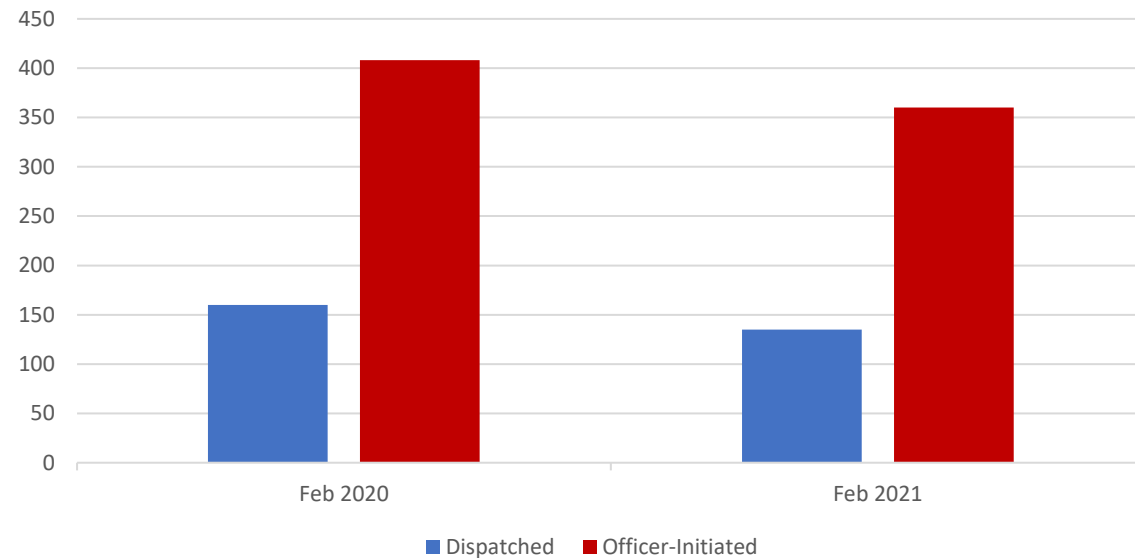
3/5/2021

February 2021 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	135
Officer Initiated	360
Feb 2021 Total	495

Dispatched vs Officer-Initiated Activity



- Dispatched calls were Down 25 or 16% from February 2020
- Officer-Initiated Activity was Down 48 or 12% from February 2020

	Feb 2020	Feb 2021
Dispatched Calls	160	135
	28%	27%
Officer Initiated	408	360
	72%	73%
Total	568	495

- 27% were Dispatched Calls
- 73% was Officer-Initiated Activity

February 2021 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2018	2019	2020	Avg 18-20	2021	% Change 3-Yr Avg to 2021
9-1-1 Hangup	2	0	4	2.00	0	-100%
Alarm Calls	3	5	7	5.00	7	40%
Alcohol Calls	1	0	1	0.67	0	-100%
Animal Calls	11	10	10	10.33	8	-23%
Assault	5	2	2	3.00	2	-33%
Assist Other Agency (Fire/Med)	17	16	11	14.67	11	-25%
Bar Checks	0	1	4	1.67	0	-100%
Burglary	0	0	2	0.67	1	50%
Child abuse	3	0	0	1.00	1	0%
Citizen Assist	22	11	14	15.67	19	21%
Civil	8	16	7	10.33	20	94%
Criminal Mischief	1	0	3	1.33	2	50%
Disturbance	3	1	7	3.67	5	36%
Drug case	2	3	3	2.67	2	-25%
DUI Arrest	1	2	7	3.33	1	-70%
Extra Checks & Business Check	150	172	186	169.33	214	26%
Family Problems	12	2	14	9.33	3	-68%
Follow up	22	25	38	28.33	20	-29%
Found property	2	0	1	1.00	2	100%
Fraud	4	4	8	5.33	6	13%
Harassment	2	6	3	3.67	7	91%
Juvenile Problem	0	1	2	1.00	1	0%
Littering	0	0	1	0.33	0	-100%
Lost Property	0	0	0	0.00	3	NC
Mental Health Call	0	0	0	0.00	1	NC
Missing Person (Child/Adult)	1	5	2	2.67	1	-63%
Motor Vehicle Accident	5	4	3	4.00	4	0%
Municipal Code Violation	2	1	1	1.33	0	-100%

Call Types N-Z

Call Type	2018	2019	2020	Avg 18-20	2021	% Change 3-Yr Avg to 2021
Neighbor Problems	1	1	3	1.67	0	-100%
Noise\Party Complaint	0	0	2	0.67	3	350%
Pedestrian Contact/Subject St	1	4	0	1.67	3	80%
Private Tow	1	2	2	1.67	2	20%
REDDI Report	3	0	0	1.00	1	0%
Safe 2 Tell	0	1	0	0.33	1	200%
School Check	13	12	7	10.67	3	-72%
Sex assault	1	0	0	0.33	1	200%
Sex Offender Check	0	3	1	1.33	0	-100%
Suicide	0	0	0	0.00	4	NC
Suicide Att/Threat	1	4	6	3.67	2	-45%
Suspicious Circumstances	21	21	25	22.33	14	-37%
Theft	4	2	4	3.33	5	50%
Traffic Problem	3	9	14	8.67	10	15%
Traffic Pursuit	0	0	1	0.33	0	-100%
Traffic Stop	77	105	131	104.33	72	-31%
Trespass	0	1	1	0.67	1	50%
Vehicle Theft	0	3	2	1.67	3	80%
Vehicle Trespass	2	0	0	0.67	8	1100%
VIN Check	5	5	3	4.33	5	15%
Warrant Attempt/Arrest	0	4	9	4.33	2	-54%
Weapon	0	0	0	0.00	1	NC
Welfare Check	12	4	13	9.67	13	34%
Unspecified	2	3	3	2.67	1	-63%
TOTALS	426	471	568	488.33	496	2%

NC = Not Calculable. Cannot divide by 0.

Calls for Service DOWN 72 or 13% from February 2020
February 2021 calls UP 2% from February 2018-2020 Average

February 2021 Call Categories

Crime Type Averages / Trends

Property Crimes					
Call Type	2018	2019	2020	Avg 18-20	2021
Burglary	0	0	2	0.67	1
Theft	4	2	4	3.33	5
Vehicle Theft	0	3	2	1.67	3
Vehicle Trespass	2	0	0	0.67	8
Property Crimes Totals	6	5	8	6.33	17

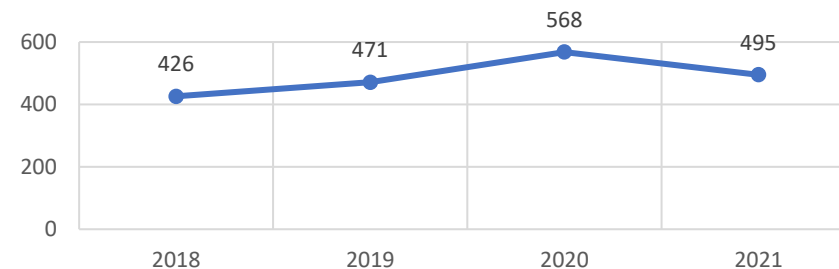
Persons Crimes					
Call Type	2018	2019	2020	Avg 18-20	2021
Assault	5	2	2	3.00	2
Missing Person (Child/Adult)	1	5	2	2.67	1
Robbery	0	0	0	0	0
Sex assault	1	0	0	0.33	1
Weapon Related (menacing,	0	0	0	0	1
Persons Crimes Totals	7	7	4	6.00	5

Disorder/Other Crimes					
Call Type	2018	2019	2020	Avg 18-20	2021
Alcohol Calls	1	0	1	0.67	0
Animal Calls	11	10	10	10.33	8
Criminal Mischief	1	0	3	1.33	2
Disturbance	3	1	7	6.67	5
Drug case	2	3	3	2.67	2
Family Problems	12	2	14	9.33	3
Harassment	2	6	3	3.67	7
Juvenile Problem	0	1	2	1.00	1
Noise\Party Complaint	0	0	2	0.67	3
Suspicious Circumstances	21	21	25	22.33	14
Trespass	0	1	1	0.67	1
Disorder Crimes Totals	53	45	71	56.33	46

Red numbers indicate a DECREASE in crime from February 2020

Yellow backgrounds indicate an INCREASE in crime from February 2018-2020 Average

February 2018-2021 Totals



February 2021 Traffic

Traffic Citations	2/20	2/21
Traffic Citations Issued	9	12
Traffic Warnings	99	54

➤ Citations Issued Up 3

➤ Warnings Down 45

Call Type	2/20	2/21
Traffic Stop	131	72
Motor Vehicle Accident	3	4
DUI Arrest	7	1
Traffic Problem	14	10
REDDI Report	0	1

➤ Traffic Stops Down 59 or 45%

➤ MV Accidents Up 1

➤ DUI Arrests Down 6

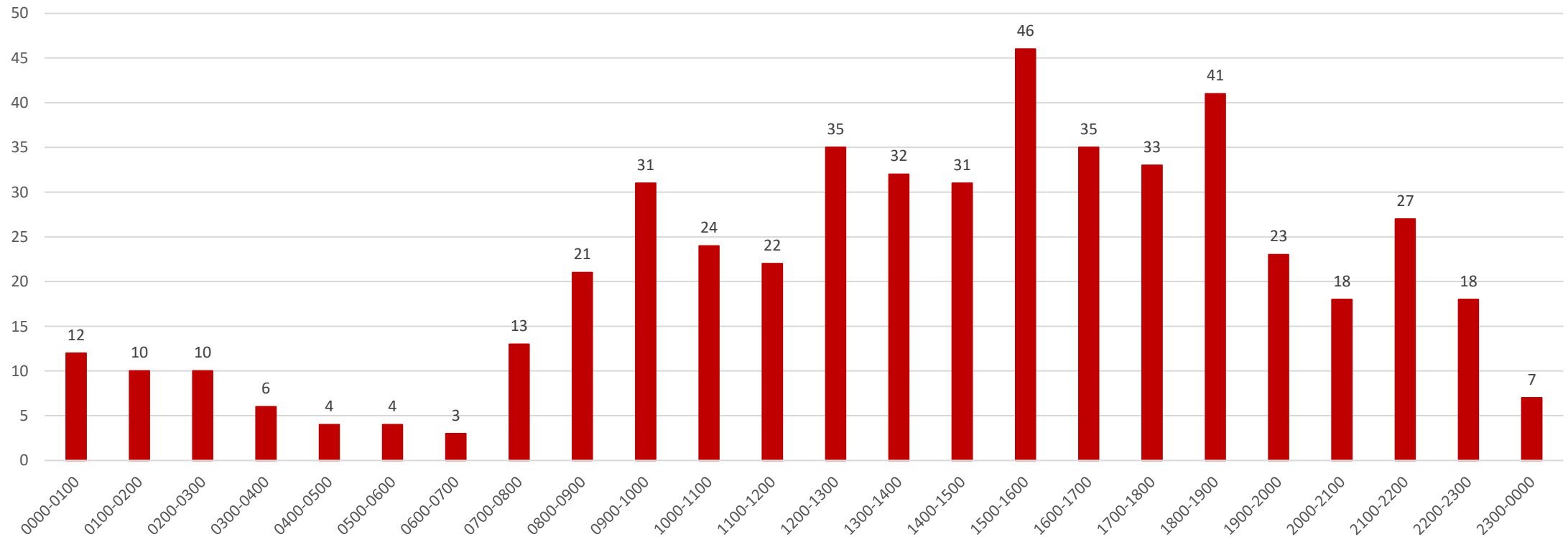
➤ Traffic Problems Down 4

➤ REDDI Reports Up 1

February 2021

Call Totals by Hour

Busiest Hours
1500-1600 (46)
1800-1900 (41)

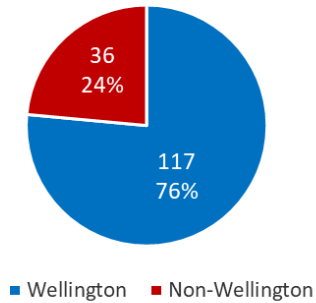


←→ 27 Calls between 0200-0700

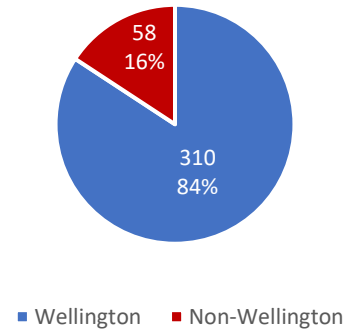
February 2021

Wellington/Non-Wellington Units

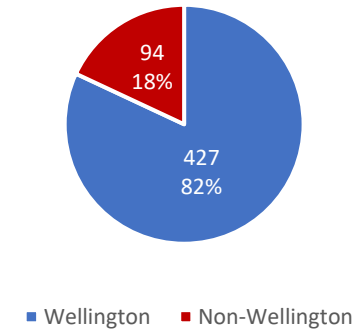
Dispatched



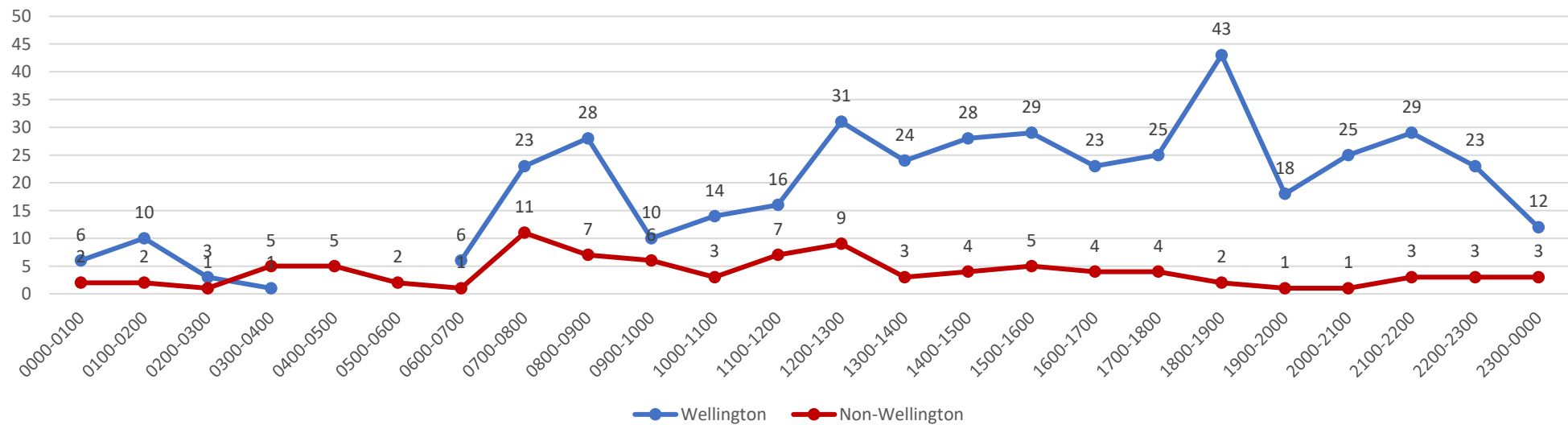
Officer-Initiated



Total Calls



Wellington/Non-Wellington Calls by Hour



February 2021

Response Times / Time on Calls
Dispatched Calls Only
All Times in Minutes

Average Response Time (All Units)		
High		
Medium		8.58
Low		35.02
Avg. Response Time		21.80

Average Time on Calls (All Wellington Calls)			
High			
Medium			40.77
Low			17.75
Avg. Time			29.26

Check Issue Date	Payee	Description	Amount
2/2/2021	ALLSTATE	JAN PREMIUMS	\$531.75
2/2/2021	BASIC BENEFITS LLC	JAN 2021 MONTHLY COBRA FEE	\$26.00
2/2/2021	CENTURYLINK	Town Utility Bills	\$303.47
2/2/2021	POUDRE VALLEY REA	Town Utility Bills	\$4,193.35
2/2/2021	RISE BROADBAND	Internet for WWTP	\$125.63
2/2/2021	TDS	GREENHOUSE INTERNET	\$149.95
2/2/2021	XCEL ENERGY	Town Utility Bills	\$420.66
2/2/2021	FIRST NATIONAL BANK OMAHA	Pcard Purchases 01-15-21 to 01-31-2021	\$10,413.58
2/2/2021	JUDITH TIPPETTS	SAMS CLUB REIMBURSEMENT	\$67.46
2/2/2021	LORI WOODRUFF	FED EX REIMBURSEMENT	\$9.96
2/3/2021	ALLIANT INSURANCE SERVICES, INC-NPB MAIN	CYBER LIABILITY PREMIUM	\$4,807.00
2/3/2021	ARROW FENCING & AUTOMATED GATES	WTP Gate Extension	\$182.00
2/3/2021	AWP INC	Railroad & Roundabout Crossing Signage	\$195.50
2/3/2021	BENNETT PREMIUM LIGHTING	Bucket Rental for Holiday Light Removal	\$360.00
2/3/2021	CANYON SYSTEMS, INC	Hydro Omni Valve Wall Panel for WTP	\$3,858.37
2/3/2021	CINTAS	2021 Blanket PO for WTP First Aid Restock	\$134.22
2/3/2021	COLORADO ANALYTICAL LAB	2021 WWTP Testing	\$2,802.00
2/3/2021	COLORADO DEPARTMENT OF HEALTH	REFUND FOR DUPLICATE CHECK	\$4,000.00
2/3/2021	COLORADO WATER CONSERVATION BD	LOAN CONTRACT C153394	\$57,593.00
2/3/2021	DENVER INDUSTRIAL PUMPS	WTP Flash Mixer Basin	\$6,495.90
2/3/2021	DPC INDUSTRIES, INC	Chemical Container Rental Fee	\$2,005.75
2/3/2021	EARTH ENGINEERING CONSULTANTS, LLC	Concrete/Grout Testing North Clarifier	\$1,122.00
2/3/2021	EMPLOYERS COUNCIL SERVICES, INC.	ALEX E. SEARCH FEE	\$50.00
2/3/2021	EVOQUA WATER TECHNOLOGIES LLC	Drinking Water Recurring	\$1,300.00
2/3/2021	F & C DOOR CHECK & LOCK	WWTP Lock R&M	\$1,619.26
2/3/2021	HUMANE SOCIETY	4TH QTR ANIMAL PROTECTION AND CONTROL SERVICE	\$740.00
2/3/2021	INTERSTATES CONSTRUCTION SRVCS	2021 Blanket PO WWTP Plant R&M	\$3,351.38
2/3/2021	JACOBS ENGINEERING C/O BANK OF AMERICA	General Support Selenium Treatment	\$85,962.50
2/3/2021	KACY GRAPHICS	12/15/20-1/22/20 PROFESSIONAL FEES	\$465.00
2/3/2021	KRISTY HARTMAN	2020 COVID-19 REIMBURSEMENT	\$257.03
2/3/2021	LEWAN & ASSOCIATES, INC.	12/21/20-1/20/21 CONTRACT BASE RATE CHARGE	\$3,890.00
2/3/2021	LOGAN SIMPSON DESIGN INC	COMP PLAN & LAND USE CODE UPDATE 10/1/20-12/4/20	\$28,927.33
2/3/2021	MCDONALD FARMS ENTERPRISES, INC.	2021 Blanket PO WWTP Sludge Removal	\$2,452.00

2/3/2021 MOBILE MINI INC	2021 Mobile Office Rental	\$1,354.30
2/3/2021 MOUNTAIN VIEW RANCH HOA	2021 Annual Dues	\$250.00
2/3/2021 NORTH FRONT RANGE WATER QUALITY PLANNING	2021 Membership Dues	\$620.50
2/3/2021 NORTH POUDRE IRRIGATION	NPIC FEE	\$250.00
2/3/2021 NORTHERN COLORADO LANDSCAPES	Tree Replacement & Planting	\$4,575.00
2/3/2021 TIMBERLINE ELECTRIC & CONTROL CORP.	2021 Blanket PO for WWTP Service/Repair	\$1,864.00
2/3/2021 TOWN OF WELLINGTON	KRISTY HARTMAN COVID-19 REIBURSEMENT	\$681.97
2/3/2021 TROPHY CREATIVE LLC	PW Employee Logo Appreciation Items	\$1,160.68
2/3/2021 UNCC	Sewer Line Locates	\$208.60
2/3/2021 WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	Water Testing	\$200.00
2/3/2021 WSP USA INC	WTP Haz Building Survey	\$3,275.00
2/4/2021 COLORADO STATE TREASURER	Colorado State Unemployment Insurance for Payroll	\$1,920.16
2/4/2021 FIRST NATIONAL BANK	Loan Payment - Park	\$22,454.99
2/9/2021 LARIMER COUNTY - COUNTY MANAGER	I-25 Between 402 and Highway IGA agreement	\$17,427.00
2/11/2021 Jive Communications Inc	Business Phone System	\$831.49
2/11/2021 PINNACOL ASSURANCE	2021 2nd Installment	\$6,133.00
2/11/2021 TDS	3800 WILSON AVE INTERNET	\$109.90
2/11/2021 WEX BANK	Town Vehicle Gas	\$2,717.63
2/11/2021 XCEL ENERGY	Town Utility Bills	\$27,039.67
2/16/2021 BLACK HILLS ENERGY	Town Utility Bills	\$3,471.71
2/16/2021 GUARDIAN	VOLUNTARY TERM LIFE	\$5,937.62
2/16/2021 TDS	Internet at 3749 Harrison	\$74.95
2/16/2021 XCEL ENERGY	Utilities 8890 Buffalo Creek Pkwy	\$1,228.20
2/17/2021 ALL COPY PRODUCTS, INC.	COPIER USAGE	\$849.96
2/17/2021 ALLIANT INSURANCE SERVICES, INC-NPB MAIN	2021 POLICY 791-00-20-0000 INSURANCE PREMIUM	\$117,717.00
2/17/2021 AMARILLO OUTDOOR POWER EQUIPMENT COMPANY	Freight Charge	\$24,900.00
2/17/2021 STITCHES ACUTE CARE CENTER, BILLING DEPT	JERRY N. DOT PHYSICAL	\$90.00
2/17/2021 CASELLE, INC.	2020 W2 YEAR END SERVICES	\$1,325.00
2/17/2021 CINTAS	2021 Blanket PO for WWTP First Aid Restock	\$93.13
2/17/2021 COLORADO ANALYTICAL LAB	2021 WWTP Testing	\$848.00
2/17/2021 COLORADOAN	Public Hearing for 3749 Harrison Ave.	\$211.22
2/17/2021 DPC INDUSTRIES, INC	2021 Blanket PO WTP Chemicals	\$4,451.38
2/17/2021 LEWAN & ASSOCIATES, INC.	SHAREFILE MITIGATION 1/8/21	\$662.50
2/17/2021 MOBILE MINI INC	2021 Mobile Office Rental	\$1,354.30

2/17/2021 MOTION & FLOW CONTROL PRODUCTS
 2/17/2021 NORTHERN COLORADO SPORTS OFFICIALS
 2/17/2021 OCCUPATIONAL HEALTH CENTERS
 2/17/2021 SAFE BUILT COLORADO, LLC
 2/17/2021 TREE TOP INC.
 2/17/2021 TROPHY CREATIVE LLC
 2/17/2021 UNCC
 2/17/2021 UNITED MAILING
 2/18/2021 XCEL ENERGY
 2/23/2021 CENTURYLINK
 2/23/2021 GALLEGOS SANITATION
 2/23/2021 HealthEZ
 2/23/2021 RISE BROADBAND
 2/23/2021 TDS
 2/23/2021 VERIZON WIRELESS
 2/23/2021 XCEL ENERGY
 2/24/2021 CITY OF FORT COLLINS
 2/24/2021 COLORADO ANALYTICAL LAB
 2/24/2021 COLORADO DEPARTMENT OF HEALTH
 2/24/2021 DPC INDUSTRIES, INC
 2/24/2021 DS CONSTRUCTORS, LLC
 2/24/2021 EMPLOYERS COUNCIL SERVICES, INC.
 2/24/2021 EVOQUA WATER TECHNOLOGIES LLC
 2/24/2021 FIRST ADVANTAGE LNS OCC. HEALTH SOLUTION
 2/24/2021 GOVCONNECTION, INC.
 2/24/2021 GUY HALLIGAN
 2/24/2021 INFOMAPTION INC.
 2/24/2021 INGRAM LIBRARY SERVICES
 2/24/2021 INTERSTATES CONSTRUCTION SRVCS
 2/24/2021 JACOBS ENGINEERING C/O BANK OF AMERICA
 2/24/2021 LOGAN SIMPSON DESIGN INC
 2/24/2021 MARCH & OLIVE, LLC
 2/24/2021 MBIO DIAGNOSTICS, INC
 2/24/2021 MCDONALD FARMS ENTERPRISES, INC.

Hydraulic Hose Fittings \$125.13
 FEB 2021 SCHEDULING/ADMINISTRATION \$625.00
 DOT PHYSICAL RECERTIFICATIONS \$186.00
 December Permit Activity \$26,861.47
 2021 Blanket PO for Tree Maintenance \$2,348.00
 2021 PW Uniform Order \$6,598.96
 Sewer line Locates \$187.44
 UB PRINTING SERVICES \$6,834.16
 3804 Cleveland Ave \$32.68
 LEWAN INTERNET \$1,268.00
 WWTP TRASH \$1,512.00
 Health Insurance Premiums \$35,590.12
 WTP INTERNET \$95.63
 Internet at 4006 Hayes Ave \$44.95
 TOWN CELL PHONES \$2,641.57
 6744 E FRONTAGE ROAD \$50.09
 2021 Blanket PO Salt/Ice Buster \$2,411.28
 2021 WWTP Testing \$1,583.00
 WWTP SITE LOCATION APPLICATION \$37,737.00
 2021 Blanket PO WTP Chemicals \$100.00
 3749 HARRISON AVE EXPANSION \$90,870.56
 ROSS DOC SKILLS TRAINING \$1,460.00
 Drinking Water Recurring January Billing \$1,300.00
 BP DRUG TESTING \$68.07
 KRISTA J/UB COMPUTER \$1,764.67
 2021 ANNEX RENTAL \$14,400.00
 2021 GIS Service Contract \$3,192.00
 LIBRARY BOOKS \$3,738.98
 Wilson Wells Improvements \$16,209.48
 WWTP EXPANSION CONTRACT \$202,352.20
 12/1/20-12/31/20 COMP PLAN & LAND USE CODE UPDATE \$35,125.53
 2021 GENERAL FUND \$3,795.00
 WTP Software Kit with Cartridge Kit \$5,055.00
 2021 Blanket PO WWTP Sludge Removal \$1,226.00

2/24/2021 POLAR GAS INC	Utility Propane Gas for the WTP	\$1,143.27
2/24/2021 RAILROAD MANAGEMENT COMPANY	16 inch Water Pipeline Crossing Annual License Fee	\$284.85
2/24/2021 TIMBERLINE ELECTRIC & CONTROL CORP.	2021 Blanket PO for WWTP Service/Repair	\$2,585.00
2/24/2021 WELLINGTON FIRE PROTECTION DIS	REIMBURSEMENT FOR 1/2 OF CANVA SUBSCRIPTION	\$59.70
2/24/2021 WELLINGTON LAKE, LLC	2020 PARKING LOT LEASE	\$1,200.00
2/24/2021 WSP USA INC	Hazmat Assesment at WTP	\$1,923.00
2/24/2021 JOE LYNN	travel reimbusment	\$69.50
2/24/2021 MIKE FLORES	travel reimbursment	\$69.50
Total		\$999,825.70