



BOARD OF TRUSTEES

April 27, 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 April 27, 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/92975544298?pwd=eWV5UENsTlp2YzRxM0E4U0lFSE9Sdz09>

Passcode: 333329

Webinar ID: 929 7554 4298

Or One tap mobile :

US: +16699009128,,92975544298# or +12532158782,,92975544298#

Or Telephone:

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656

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 April 27, 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. Wellington Main Streets Program - Quarter 1 Report
3. Proclamation

- a. National Public Works Week

C. CONSENT AGENDA

1. Minutes of the April 13, 2021 Board of Trustee Regular Meeting

D. ACTION ITEMS

1. Ordinance No. 04-2021 - Minor Subdivision: Lot 2, Block 1, Boxelder Commons Filing One
 - Staff presentation: Liz Young-Winne, Planner
2. Ordinance No. 05-2021 - Minor Subdivision: Lot 4, Coal Creek Center
 - Staff presentation: Liz Young-Winne, Planner
3. Resolution No. 09-2021 - A Resolution of the Board of Trustees of the Town of Wellington Appointing and Confirming Appointment to the Boxelder Basin Regional Stormwater Authority Board of Directors
 - Staff presentation: Patti Garcia, Town Administrator
4. Resolution No. 10-2021 - A Resolution Referring an Ordinance Regarding the Sale of Retail and Medical Marijuana
 - Staff presentation: Brad March, Town Attorney

E. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Report of Bills - March 2021
 - b. Quarterly Treasurer's Report
4. Board Reports

F. EXECUTIVE SESSION

1. Executive session for the purposes of considering the following water-related matters: legal advice on specific legal questions pertaining to the Town's existing and potential future water supply, as described in C.R.S. § 24-6-402(b); the Town's potential purchase, acquisition, or lease of real, personal, or other property interests pertaining to the Town's water supply, as described in C.R.S. § 24-6-402(a); and positions relative to water matters that may be subject to negotiations, strategy for those negotiations, and instructions for negotiators, as described in C.R.S. § 24-6-402(e)(I). As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through July 20, 2021.

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.

AGENDA ITEM SUMMARY SHEET

Wellington Town Trustee Meeting- April 2021

SUBJECT: Wellington Main Streets Program presentation to the Town Trustees and Mayor from Wellington Main Streets Program Executive Director Kallie Cooper

Summary:

The Wellington Main Streets Program provides quarterly updates to the Town Trustees regarding on-going projects, organizational updates, events, and future plans. **This update is for the months of January, February and March 2021**

Item 1: Current projects

- *Publications* - <https://wellingtonmainstreet.org/blog>
- *Downtown Flower Planters and Annual Color*
 - o Sponsorship dollars raised - \$2,400
 - o We are utilizing our 2020 DOLA Mini-Grant funds (\$5,000) to replace the existing 12 planters along Cleveland Ave with the newer self-watering style that was purchased in 2019. These planters will reduce labor and water costs by 50-80%, contributing to the Town of Wellington's water conservation efforts and eliminate the need for Town irrigation.
 - o The new planters and annual color will be installed the last week in May.
 - o The existing planters were sold to the Main Street Program in Wheatland, WY and soil will be repurposed at the community garden operated by Zion Lutheran Church. Funds from the sale will be directed towards the Downtown Sign Grant Program.
- *#ShopWellington Fundraiser and Downtown Sign Grant*
 - o The #ShopWellington fundraiser was launched March 22nd to raise money for a 50/50 match grant program that will assist local businesses with the purchase of new signs.
 - o Current Fundraising Amount - \$3,100
 - o Each reusable shopping bag is \$25 & filled with promotional items and coupons provided by local businesses. This was an opportunity to provide an outlet for promotion while also supporting physical improvements. More information at <https://wellingtonmainstreet.org/shop-wellington-fundraiser>
 - o In addition to the fundraiser, we are working with the Town of Wellington staff to establish a Downtown Sign Code that will help us to provide guidance to the local businesses that wish to participate in the grant program. We launched the first phase of community engagement in April. We want to encourage community members and local businesses to provide input on the types of signs and materials they want to see in the downtown.
- *Direct Mail Fundraiser*
 - o The Wellington Main Street sent out letters to over 5,000 mailboxes in Wellington to help support our program through individual contributions as we work towards the goal of financial sustainability.
 - o To date, we have raised \$1,975 and will put those dollars in our general fund to help with the continued work of downtown revitalization and historic preservation.
- *Website Refresh and Logo Redesign*
 - o Be sure to visit our website <https://wellingtonmainstreet.org/> to see all the changes, including new "Shop" and "Drink and Dine" pages as well as our new Calendar.

- o A huge thank you to Megan Larson with MRock Creative for collaborating on the new logo design and for the website refresh. It is our goal to make information easy to navigate and accessible for anyone wanting to learn more about the program.

Item 2: Events

- *Main Street Market*
 - o The Main Street Program is hosting a farmer's/craft market in downtown Wellington on Thursday evenings, July – August in Centennial Park from 5:30 – 8:30 pm.
 - o The Main Street Market will feature fresh fruit and vegetables each week and a wide variety of local handmade artisan items and cottage industry products
 - o We have received our event variance from Larimer County
 - o Applications are currently open for Vendors and will close April 30th
 - o Our goal is to secure 40 vendors for the summer as well as host weekly features such as live music, student art exhibits and a movie in the park.
 - o More information at: <https://wellingtonmainstreet.org/mainstreetmarket>
- *Well-O-Rama Music Festival*
 - o Date: Saturday, August 7th from 3:30 – 7:30 pm in Centennial Park
 - o To date we have raised \$7,500 in sponsorships
 - o We have received our variance through Larimer County
 - o This year we will be featuring local bands, most of which regularly perform in Wellington
 - o More details and ticket sales will be available soon on our website <https://wellingtonmainstreet.org/well-o-rama>

Item 3: Other:

- *USDA Development Grant*
 - o The Town of Wellington and the Main Street Program have submitted letters of interest in participating in the Revitalization Roadmap and Development Readiness Initiative Training hosted by Downtown Redevelopment Services.
 - o DRS will work with the community, hands-on, to develop a clear and concise roadmap and a streamlined strategic plan including:
 - Bringing stakeholders together to create a collective vision
 - Downtown Assessment
 - Community Engagement
 - Roadmap of strategic recommendations that can be accomplished in less than five years using existing resources
 - Development Readiness Training
 - o The process will require 20-30 hours of staff and committee time over 12-15 weeks.
 - o This opportunity will provide the community with nearly \$20,000 in development support and valuable training
- *Board Retreat*
 - o The Wellington Main Street Board of Directors conducted our Annual Board Retreat on February 8th and 22nd with Matt Ashby of Ayres and Associates. The goal of the retreat was to provide training for new members and discuss the Board's vision for downtown.
 - o The Board discussed "quick win" projects that can be accomplished with relatively little cost and time investment as well as "big picture" items the program would like to see incorporated into the Downtown Master Plan for future development.
 - o Projects included:
 - Lighting improvements
 - Adding recycling receptacles into the downtown
 - Clean-Up Days
 - More outdoor seating and dining options
 - Establishing a Community Calendar
 - Development of empty lots
 - Alleyway enhancements
 - Outdoor Music Venue / Performing Arts Center
 - Family-friendly spaces

- Trail connectivity and encouraging alternative modes of transportation
 - Wayfinding
- o A summary of the Board Retreat is available upon request
- *Funding*
 - o Financial Statements for the Wellington Main Street Program are available upon request
 - o We received a PPP Loan in January 2021 in the amount of \$10,700. These funds will be utilized to cover payroll expenses for February, March and April of 2021.

Thank you for your ongoing support. We welcome your questions, concerns and comments! We would love to hear from the Trustees regarding what they would like to see from this program.





Q1 REPORT

KALLIE COOPER, EXECUTIVE DIRECTOR



WHO ARE WE?

- The Wellington Colorado Main Street Program is organized as a Colorado nonprofit 501(c)(3) corporation run by a volunteer board of directors.
- The Wellington Main Streets Program is a group of passionate citizens who champion community collaboration to enhance and promote downtown Wellington.
- By partnering with organizations and leaders at the local, state, and national level, our program protects the historic character of downtown and promotes shared prosperity.
- Each quarter, as part of our continued partnership with the Town of Wellington, we present our current projects, events, and funding updates to the Board of Trustees and the Wellington community.





DOWNTOWN FLOWER PLANTERS / ANNUAL COLOR

- **Sponsorship dollars raised - \$2,400**
- We are utilizing our 2020 DOLA Mini-Grant funds (\$5,000) to replace the existing 12 planters along Cleveland Ave with the newer self-watering style that was purchased in 2019.
- These planters will reduce labor and water costs by 50-80%, contributing to the Town of Wellington's water conservation efforts and eliminate the need for Town irrigation.
- The existing planters were sold to the Main Street Program in Wheatland, WY and soil will be repurposed at the community garden operated by Zion Lutheran Church.

#SHOPWELLINGTON FUNDRAISER / DOWNTOWN SIGN GRANT

- Proceeds to fund a 50/50 match grant program that will assist local businesses with the purchase of new signs.
- **Fundraising To Date - \$3,060**
- Each reusable shopping bag is \$25 & filled with promotional items and coupons provided by local businesses.
- In addition to the fundraiser, we are working with the Town of Wellington staff to establish a Downtown Sign Code that will help us to provide guidance to local businesses that wish to participate in the grant program.
- Bags can be purchased online at wellingtonmainstreet.org/shop-wellington-fundraiser



DIRECT MAIL FUNDRAISER

- 5,000 letters mailed
- Funds to date: \$1,975
- Donations will be put in our general fund to help us as we continue to work towards financial sustainability

Wellington, CO Main Street Program
3725 Cleveland Ave, Ste D
PO Box 1021
Wellington, CO 80549

MAIN STREET PROGRAM
WELLINGTON, CO • EST. 2011

Dear Main Street Community Partners,

This is a difficult period for our country and our community, but our collective work over the last year has shown the amazing resiliency of downtown Wellington and the power of local support. Now more than ever, the Wellington Main Street Program has a crucial role to play in supporting small businesses, maintaining quality of life, and ultimately restoring the vitality of our downtown community.

Since 2014, the Wellington Main Street Program has been bringing the community together through events like the Well-O-Rama Music Festival and improvement projects like the colorful downtown murals and bike racks. This year, the Wellington program was accepted as one of only seven Colorado Main Street Graduate Programs, making us a leading community in the state.

As we start a new year, with new possibilities, we are reaching out to our community to help support our organization as we continue the work of historic preservation, reinvigorating our local economy and engaging citizens through downtown beautification projects and events. By supporting the Main Street Program, you are directly investing in the growth of downtown Wellington.

Thank you in advance for your consideration. Please note that all donations are tax deductible.

HOW YOU CAN DONATE:

 **DONATE ONLINE** at wellingtonmainstreet.org/donate using a credit or debit card.

 **FILL OUT THE PLEDGE FORM** below and return using the provided envelope.

We are continuously grateful for the support of our community and the Town of Wellington for making our work possible. We look forward to a bright future for downtown Wellington. For more information about the Wellington Main Street Program, please visit our website at wellingtonmainstreet.org or find us on Facebook or Instagram @WellingtonColoradoMainS

Sincerely,
The Wellington Colorado Main Street Board of Directors

Name: _____ Phone: _____

Email: _____

Would you like to be added to the Wellington Main Street email list? ☐ Yes ☐ No

Address: _____ State: _____ Zip: _____

City: _____

☐ \$20 ☐ \$50 ☐ \$100 ☐ \$200 Other Amount: _____

☐ Check (Payable to Wellington, CO Main Street Program) ☐ Credit Card

Card Number: _____ Billing Zip: _____

Exp. Date: _____ CVV: _____

MAIN STREET BY THE NUMBERS

SPONSORSHIPS

 **\$6,465**

 **WELL-O-RAMA**
\$10,000
The event was canceled due to COVID-19 but a \$3,000 grant was able to be rolled over for next year's event.

 **FLOWER PLANTERS**
\$4,515

 **TRICK OR TREAT DOWN MAIN STREET**
\$1,575

VOLUNTEERS

106
NEW VOLUNTEERS
REGISTERED IN 2020

500+
HOURS TOWARD COVID-19
RESPONSE

1,797
TOTAL VOLUNTEER HOURS

LEVERAGED FUNDING

\$25,250 TOTAL LEVERAGED FUNDING

BOARD RETREAT, MISSION/VISION/STRATEGIC PLANNING,
SOCIAL MEDIA CALENDAR, UPDATED PICKAKE NARRATIVE
\$18,000

 **COLORADO**
Department of Local Affairs
Division of Local Government

MINI-GRANT
\$5,000

TRAINING SCHOLARSHIP
\$2,375

PRIVATE & PUBLIC INVESTMENT

\$578,739
INVESTED IN DOWNTOWN BUILDING IMPROVEMENTS

BRANDING & WEBSITE

WELLINGTONMAINSTREET.ORG

- Be sure to visit our website to see all the changes, including new “Shop” and “Drink and Dine” pages as well as our new Calendar.
- A huge thank you to Megan Larson with MRock Creative for collaborating on the new logo design and for the website refresh. It is our goal to make information easy to navigate and accessible for anyone wanting to learn more about the program.



UPCOMING EVENTS



MAIN STREET MARKET

THURSDAYS | JULY – AUGUST

5:30 – 8:30 PM

- Farmer's/craft market in downtown Wellington on Thursday evenings, starting July 1st in Centennial Park
- We have received our event variance from Larimer County
- Applications are currently open for Vendors and will close April 30th
- Our goal is to secure 40 vendors for the summer as well as host weekly features such as live music, student art exhibits and a movie in the park.
- More information at:
wellingtonmainstreet.org/mainstreetmarket



WELL-O-RAMA MUSIC FESTIVAL

AUGUST 7TH

- **\$7,500 in sponsorships**
- We have received our variance through Larimer County
- This year we will be featuring local bands, most of which regularly perform in Wellington
- More details and ticket sales will be available soon on our website wellingtonmainstreet.org/well-o-rama



USDA DEVELOPMENT GRANT

- The Town of Wellington and the Main Street Program have submitted letters of interest in participating in the Revitalization Roadmap and Development Readiness Initiative Training hosted by Downtown Redevelopment Services.
- DRS will work with the community, hands-on, to develop a clear and concise roadmap and a streamlined strategic plan including:
 - Bringing stakeholders together to create a collective vision
 - Downtown Assessment
 - Community Engagement
 - Roadmap of strategic recommendations that can be accomplished in less than five years using existing resources
 - Development Readiness Training
- The process will require 20-30 hours of staff and committee time over 12-15 weeks.
- This opportunity will provide the community with nearly \$20,000 in development support and valuable training

BOARD RETREAT

HELD FEBRUARY 8TH AND 22ND

- The Wellington Main Street Board of Directors conducted our Annual Board Retreat on February 8th and 22nd with Matt Ashby of Ayres and Associates. The goal of the retreat was to provide training for new members and discuss the Board's vision for downtown.
- The Board discussed "quick win" projects that can be accomplished with relatively little cost and time investment as well as "big picture" items the program would like to see incorporated into the Downtown Master Plan for future development.
- A summary of the Board Retreat is available upon request

PROJECTS INCLUDED:

- Lighting improvements
- Adding recycling receptacles into the downtown
- Clean-Up Days
- More outdoor seating and dining options
- Establishing a Community Calendar
- Development of empty lots
- Alleyway enhancements
- Outdoor Music Venue / Performing Arts Center
- Family-friendly spaces
- Trail connectivity and encouraging alternative modes of transportation
- Wayfinding

FUNDING

- Financial Statements for the Wellington Main Street Program are available upon request
- We received a PPP Loan in January 2021 in the amount of \$10,700. These funds will be utilized to cover payroll expenses for February, March and April of 2021.

BOARD MEETING

- Board Meetings are held on the third Monday of every month at 8:00 am
- Next Meeting: May 17th at 8:00 am at First National Bank



 **KALLIE COOPER**

 970.568.4985

 kallie@wellingtonmainstreet.org

THANK YOU

WELLINGTONMAINSTREET.ORG





PROCLAMATION

National Public Works Week May 16-22, 2021

Whereas, National Public Works Week recognizes the individuals who provide and maintain the infrastructure and services collectively known as public works, which is an integral part of the health, safety and comfort in the everyday lives of Wellington residents; and

Whereas, the support of an understanding and informed community is vital to the efficient operation of public works systems and programs such as water, wastewater, sewer, streets, highways and public buildings; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design and construction are vitally dependent upon the efforts and skill of the Public Works Department; and

Whereas, 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Troy Hamman, Mayor of the Town of Wellington, Colorado, do hereby proclaim, the week of May 16 through May 22, 2021, as

National Public Works Week

in the Town of Wellington and encourage all residents to recognize the contributions of our public works professionals.

Dated this 27th day of April 2021

Troy Hamman, Mayor



Board of Trustees Meeting

Date: April 27, 2021

Submitted By:

Subject: Minutes of the April 13, 2021 Board of Trustee Regular Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. April 13, 2021 Board of Trustee Minutes



BOARD OF TRUSTEES

April 13, 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 – Arrived at 6:32 p.m.

Trustee Jon Gaiter

Trustee John Jerome

Trustee Rebekka Kinney – ABSENT

Trustee Ashley Macdonald

Trustee Tim Whitehouse

Also Present:

Patti Garcia, Town Administrator

Kelly Houghteling, Deputy Town Administrator

Brad March, March & Olive, LLC, Town Attorney

Dan Sapienza, March & Olive, LLC, 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

Dave Myer, Engineer

3. Amendments to Agenda

Mayor Hamman asked if there were any amendments to the agenda this evening to which there was none.

4. Conflict of Interest

Mayor Hamman asked if there were any conflicts of interest on tonight's agenda to which there was none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Hamman opened the meeting up for public comment.

Christine Gaiter, 8132 4th Street, Wellington, CO addressed the Board and commented that she hopes that the Planning Commission can see the comments made on the Comprehensive Plan during the Town Hall meeting, so they have those along with the online Comprehensive Plan comments. Regarding comments on the equity clause in the Comprehensive Plan, there are 14 individuals that would like it removed and five that would like it to remain. The direction from the Planning Commission was to leave the equity clause in and expand on it so basically going against the majority of the people. Also, the downtown core comments turned out five comments that they do not want to see that happen and there was one comment that was in favor of it, yet the Planning Commission directed staff to leave it in. Ms. Gaiter is concerned that the people are not being heard and listened to. Ms. Gaiter also commented that Trustee Gaiter is proof that Wellington does not have an issue voting in someone who is a minority so there is no problem with equal opportunity in this town.

Kathy Wydallis, 3405 Revere Court, Wellington, CO addressed the Board and commented that she has been able to read the draft and feels it is not her idea of a serious document. It is filled with opinions and editorial comments that are inappropriate for an official planning document as they are often divisive and insulting to Wellington and the people that live here. Ms. Wydallis feels the Town has spent money on fluff and feels the Town staff and consultants should rework this into something more compact with fewer and more solid and specific goals.

2. Proclamation

Mayor Hamman read the National Volunteer Appreciation Week Proclamation.

C. CONSENT AGENDA

1. Minutes of the March 23, 2021 Board of Trustees meeting
Trustee Gaiter moved to approve the consent agenda; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Macdonald, Whitehouse, Knutson, Hamman

Nays – None

Motion carried.

D. ACTION ITEMS

1. Procurement Policy Change Requests

Ms. Tippetts informed the Board that when she first came to the Town of Wellington, several of the Directors informed her that parts of the policy were not working.

Requested Procurement Policy changes include:

Thresholds: Combine Thresholds with Signature Authority Guidelines

- Purchasing Card (P-Card) - up to \$10,000 change to \$1,000 unless defined below
- Virtual Card – Delete
- Blanket Purchase Order - above \$10,000
- Purchase Requisition - if above individual P-Card limit

Signature Authority Guidelines: (Budget approved items)

- Engineers or other written employees - delete “written employees” and increase from \$1,000 to \$5,000
- Assistant Directors – up to \$5,000
- Division Managers – up to \$5,000
- Purchasing Agents – decrease from \$10,000 to \$5,000

- Directors – increase from \$10,000 to \$25,000
- Town Administrator – increase from \$30,000 to \$50,000

Bidding Thresholds:

- Buyer's best judgment – \$0 - \$5,000
- Two written quotes – \$5,000.01 - \$10,000; increase to \$25,000
- Three written quotes:
 - Services or intangible/tangible property purchases - \$10,000.01 and above; increase to \$25,000
 - Capital improvements - \$10,000.01 - \$200,000; increase to \$250,000
- Sealed competitive bidding:
 - Capital improvements - \$200,000.01 and above; increase to \$250,000

Board of Trustees approval is required for purchases and contract awards as follows:

- Appropriated (budgeted) items above \$30,000 – Delete
- Non-Appropriated (non-budgeted) items above \$10,000; increase to \$25,000
- Purchases on Board approved contracts are exempt within the contract amount.

Clarification of Titles to reflect current organizational chart.

Trustee Macdonald commented that she is not comfortable with deleting out the appropriated amount; maybe aligning it with the capital improvements up to \$250,000 grants a significant amount of flexibility but still allows the Board to provide some oversight.

Trustee Jerome commented that the reason this purchasing policy was originally established was because the money was not being managed correctly. In the last year, there has been a dramatic change in the way business is being conducted and with spending of money. Town staff are very conscientious about trying to show cost savings and get the best deal for the Town.

Trustee Jerome inquired if there is documentation to show what purchases are being made with p-cards. Ms. Tippetts stated when p-cards are issued to staff, they sign a p-card agreement. Staff are required to allocate purchases to correct funds and upload receipts to the p-card system. The finance team also reviews the purchases to make sure they are allocated appropriately. P-cards are extremely effective as it takes out a lot of paperwork and allows for online purchases.

Trustee Whitehouse inquired if the limits are normal and customary for a municipality of our size. Ms. Tippetts commented that she would prefer the lower limits for the purchasing cards in the field as they do not look at the budget every day. The limits for the Directors are a good move. These requests came from the leadership team, not just the finance department. The place that Ms. Tippetts was at before, the limits were a little bit higher although finance does like having the second signature from the Town Administrator; if that gets overwhelming, Ms. Houghteling could certainly be added for a second signature.

Trustee Gaiter inquired as to the water plant and items that will come up with that; under the Board of Trustees approval is required, the third item mentions purchases on Board approved contracts are exempt within the contract amount, although wouldn't those items being needed for the water plant fall within the contract the Town signed with the construction company.

Ms. Tippetts stated that is correct although that was geared towards some of the deferred maintenance on these plants. Due to meeting schedules and cutoff dates, it could be weeks before that item could get before the Board for approval.

Trustee Gaiter commented that he did not have issues with the thresholds nor adjusting numbers for the Town Administrator. One concern is removing appropriated budget items. There have been items come before the Board for contract approval or discussion and there have been instances that a Board Member had issues with the companies that Wellington was working with which caused

reconsideration of the item. The concern is that the Board will not see that item if the item is already appropriated so it would move forward, and the Board would not know about it. Another concern is with the Town Administrator moving non-appropriated items for existing or new line items that the Board may have not approved.

Ms. Tippetts informed the Board that if staff came to finance and said they are not going to spend money on item X but they did need money for item Z. A new line item would be created for item Z, particularly if this is an item that the Town would want to track for longer than a year which would allow the opportunity to better track the history. If there were funds transferred to a new line item for something that was more efficient in another department, a new line item could be created. It is not a new expenditure as it would be for tracking purposes.

Trustee Gaiter inquired as to what the process is now if there were funds that needed to be transferred.

Ms. Tippetts stated the limit to do that is \$10,000 and anything over that would be presented to the Board for approval.

Trustee Gaiter stated that is a significant amount of money that would be reappropriated and would feel more comfortable that, at a minimum the Board should be aware of and involved in. Trustee Gaiter would like that amount to stay at \$10,000.

Trustee Whitehouse inquired if this could be a notification to the Board instead of a Board action.

Ms. Tippetts stated during the Treasurer's Report, large items are always included in that along with other items that are of importance. The Treasurer's Report is the tool to keep the Board aware of what is happening with the Town's finances. There is no way to predict the future; staff prepares the budget although things happen that staff cannot predict.

Trustee Jerome inquired if the budget does not leave the opportunity to add a new line item without some type of budget amendment and appropriation by the Board.

Ms. Tippetts stated the ordinance that is signed for the budget stated there is a certain dollar amount that will be spent out of the specific funds; general, water, sewer, and drainage. Those funds are certified in the budget that is sent to the State of Colorado. As long as Wellington does not go over those fund amounts, there does not need to be a budget amendment or additional appropriation submitted to the State of Colorado. Within those funds are the line items. An example of the line-item reappropriations would be the SCADA project. Wellington needed to move forward with that project but moved money from other capital line items within that fund.

Trustee Jerome commented that there are several line items that range from office supplies to chemicals and adding a new line that the Board did not approve to slide money into he is not comfortable with; not saying he does not trust it, just not comfortable with it. Sometimes the process does need to be done quickly so coming up with a good solution that the Board and staff are comfortable with is the issue. There does need to be a mechanism to inform the Board when or before that reappropriation happens.

Ms. Garcia stated an example of this happening in another municipality is when COVID happened, the Clerk's Office started the patio permit program which ended up receiving funding for. Initially, it cost a lot of money to put that program on so there was money taken out of another project slated to create the new program line item through the finance department. In order to be transparent, the Council Members were made aware of the new line item during a public meeting and that was added to the Treasurer's monthly report. If the Trustees approve this tonight, the same approach would be taken to inform the Trustees of any changes that would be made and the reason for the change.

Trustee Gaiter stated his personal preference would be those items still come before the Board. If there is a workaround to where there does not need to be Board approval to do so, he would like some type of notification to the Board in a public meeting.

Mayor Hamman commented that he is fine with staff moving money but does believe there needs to be notification to the Board; that is not to say it necessarily needs to be seen beforehand but there does need to be a paper trail.

Mayor Hamman opened the meeting for public comment.

Melissa Whitehouse, 3922 Grant Avenue, Wellington, CO addressed the Board and commented that she appreciates that Ms. Tippetts has taken on a handful of responsibilities since joining Wellington. The issue that should be addressed is the notification to the Board. Currently, there is a quarterly report, but could there be a single page red-lined monthly report included in the packet under staff reports to inform the Board of changes. Ms. Whitehouse commented that if the budget process is started in July, that would give the Trustees time to recognize anything that they do not like and it can be addressed in a timely manner.

Jesye Hackberry Street, is not familiar with the Town's budget but does believe any money that is moved around should be transparent for the citizens.

Mayor Hamman commented that it sounds like the Board is good to move forward although if there is money being moved around, the Board needs to be informed of that.

Trustee Gaiter commented that he is comfortable with the changes until the Board approvals of deleting the appropriated budget items over \$30,000 and increasing the non-appropriated items up to \$25,000; maybe those could be revisited in the future.

Trustee Macdonald commented that her only recommendation would be to change the \$30,000 threshold to \$250,000 to be in alignment with the capital improvements line instead of deleting it out.

Trustee Whitehouse inquired if that is a reasonable direction.

Ms. Tippetts stated that the Town can work with that; a motion with Trustee Macdonald's recommendation of the \$250,000 and leave the non-appropriated items alone at this time; we can revisit this in the future as well.

Trustee Gaiter stated he is not comfortable with the \$250,000.

Trustee Macdonald commented that it satisfies both sides of the argument; it increases the threshold amount, and it aligns with other items to give staff the flexibility to move but it still gives the Board the ability to have some oversight.

Trustee Macdonald inquired if the \$250,000 would give staff a significant amount of flexibility or the ability to be more efficient in their decision making and purchasing.

Ms. Tippetts stated it is a great compromise; these are budgeted items so they would already be approved by the Board.

Trustee Macdonald commented that the staff's primary obligation is to be fiscally responsible with the budget that has been approved by the Board. As elected officials, there is some longitude and latitude to be able to ensure that the decisions that are being made also fit within the values that have been set for the organization, so the Board's decisions are not always necessarily made based on what is the best budgeted amount, sometimes there are decisions that are made based on the values of the Community as well.

Trustee Gaiter stated his concern is that the \$250,000 relates to contracts as well; for example, the Comprehensive Plan contract was for \$120,000 so that decision would fall on staff to make with no Board oversight because it was a budgeted item and falls within the \$250,000. That is an important item that the Board should have a say in.

Ms. Garcia stated what she has seen is that items related to studies are generally brought before the Board for approval regardless of the dollar amount as that is the Board's decision. Ms. Garcia stated she would feel more comfortable with the Board reviewing those contracts as they are the Board's studies and staff facilitates them.

Trustee Jerome suggested that be for purchases and remove the contracts language.

Ms. Garcia stated she liked Trustee Jerome's comment to remove contracts language, purchases over \$30,000 are brought before the Board and then this can be revisited at a later date.

Trustee Gaiter would like to move forward with the items that do not involve Board of Trustee approval and those can be revisited at a work session to come up with a solution that everyone is comfortable with.

Trustee Whitehouse commented that he agrees with Trustee Gaiter and maybe this is something that can be looked at in a month to resolve the issues.

Ms. Garcia stated it will be several months out and maybe at that time, the travel policy can be reviewed as well.

Trustee Jerome moved to approve the changes to the purchasing policy in its form, except the items listed under the Board of Trustees approvals required for purchases and contract awards as follows, they remain the same as they are in the current policy; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Macdonald, Whitehouse, Knutson, Hamman

Nays – None

Motion carried.

E. REPORTS

1. Town Attorney
None.
2. Town Administrator
Ms. Garcia informed the Board that the Larimer County pop-up COVID vaccine clinic has been moved to April 15, 2021 to administer the Pfizer vaccine.
3. Staff Communications
None.
4. Board Reports
Trustee Whitehouse commented that he had the opportunity to attend the Water Alliance Tap into Resilience seminar and there was a lot of good information and resources that came from that seminar. Ms. Garcia will be sending it out to the rest of the Trustees.

Trustee Macdonald congratulated and wished the Wellington Middle School softball team luck on the championship game.

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 and possible voter referral 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.

Trustee Gaiter moved to go into executive session for 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 and possible voter referral matters; Trustee Jerome seconded the motion.

Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Macdonald, Whitehouse, Knutson, Hamman

Nays – None.

Motion carried.

The Board of Trustees moved into executive session at 7:38 p.m.

The Board of Trustees unanimously voted to come out of executive session which had been convened as allowed by C.R.S. §24-6-402(4)(b). No proposed policy, position, resolution, rule, regulation, or formal action was taken and only matters authorized by C.R.S. §24-6-402(4)(b) were discussed.

Trustee Macdonald moved to close the executive session; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Macdonald, Whitehouse, Knutson, Hamman

Nays – None

Motion carried.

The executive session was closed at 7:47 p.m. and the regular meeting resumed.

G. ADJOURN

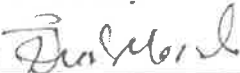
Upon a motion duly made, the meeting was adjourned at 7:48 p.m.

Krystal Eucker, Town Clerk

ATTORNEY CERTIFICATION RELATED TO APRIL 13, 2021
EXECUTIVE SESSION OF THE MEETING OF THE BOARD OF TRUSTEES OF
THE TOWN OF WELLINGTON, COLORADO

The undersigned as Town Attorney of the Town of Wellington, Colorado certifies that the Board of Trustees of the Town of Wellington, Colorado at its regular meeting on April 13, 2021, properly convened, in executive session, for 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 and possible voter referral matters and claims raised in actions filed before the Larimer County District Court involving the initiated petition for the sale of marijuana. Pursuant to C.R.S. §24-6-402(4) (b) and (2) (d.5) (II) (B) it is the opinion of the undersigned attorney that the discussions which occurred during the executive session constituted a privileged attorney-client communication. No record was kept or required to be kept of the discussions. This statement shall be included with the written minutes of the referenced meeting. This statement is also signed by the Mayor of the Town of Wellington, attesting that the executive session was not recorded and was confined to the topics authorized for discussion in executive session March & Olive, LLC

Town Attorney

By: 

J. Brad March,


Troy Hamman, Mayor



Board of Trustees Meeting

Date: April 27, 2021
Submitted By: Elizabeth Young Winne, Planner
Subject: Ordinance No. 04-2021 - Minor Subdivision: Lot 2, Block 1, Boxelder Commons Filing One

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

EXECUTIVE SUMMARY

- The applicant has submitted a request for a minor subdivision plat for Boxelder Commons 4th Filing located at Lot 2, Block 1, Boxelder Commons Filing One. The address for the request is south of 7670 5th Street (location map attached).
- The applicant desires to divide Lot 2 to establish a new lot at the north portion of the site for their commercial development.
- The applicant received Planning Commission approval for an amended site plan for what is identified as Lot 2A on the proposed plat.
- The property is zoned C-3 Highway Commercial. The zoning of the property will not be affected by the proposed minor subdivision plat.
- Planning Commission recommended approval of the minor subdivision plat on April 5, 2021.

BACKGROUND / DISCUSSION

Boxelder Commons 4th Filing located at Lot 2, Block 1, Boxelder Commons Filing One is located south of 7670 5th Street (Ridley's Market) and is zoned C-3 Highway Commercial. The existing lot is 7.26 acres total, and this minor subdivision approval will divide the property into two lots. The applicant's request is to subdivide so one lot will be 1.76 acres and one will be 5.5 acres. The applicant is under contract to purchase the smaller parcel on Lot 2A.

The location described on the proposed plat as Lot 2A is zoned C-3 Highway Commercial. This location has an approved amended site plan for a Dollar General retail store.

The Planning Commission conducted a public hearing to review the final plat on April 5, 2021. The Commission voted to recommend approval of the final plat, subject to comments and corrections identified in the staff report to the Commission. The corrections identified in the staff comments are required to be corrected on the final plat mylar. By recommending approval of the final plat, the Commission determined that the plat is consistent with the Town's Comprehensive Plan and that the plat conforms to the Town's subdivision regulations.

At the time of writing this report, no public comments have been received by Town staff, and none were expressed at the Planning Commission meeting on April 5, 2021.

Approval by the Board of Trustees is valid for a period of one year. The final plat and ordinance must be recorded with the Larimer County Clerk and Recorder's Office within the one-year time limit, unless an extension is approved by the Board.



STAFF RECOMMENDATION

Adopt an ordinance approving the plat of “Boxelder Commons 4th Filing” contingent upon corrections identified by the Planning Commission and staff report and authorize the Mayor to execute the plat.

ATTACHMENTS

1. Location Map
2. Ordinance
3. Plat
4. Presentation Slides



JEFFERSON AVE

I-25

FIFTH STREET

Lot 2, Block 1,
Boxelder
Commons

BUCKTHORN STREET

FRONTAGE ROAD

RIVER BIRCH STREET

TOWN OF WELLINGTON

ORDINANCE NO. 04-2021

AN ORDINANCE RELATING TO PLAT APPROVAL FOR BOXELDER COMMONS 4TH FILING LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO, FOR THE PURPOSE OF ESTABLISHING LOTS FOR DEVELOPMENT IN C-3 HIGHWAY COMMERCIAL ZONE DISTRICT.

WHEREAS, FR BC LLC is the owner of Lot 2, Block 1, Boxelder Commons Filing One in the Town of Wellington, Colorado; and

WHEREAS, Dorsey QSR LLC, 3636 N Causeway Blvd, Ste 200, Metairie, LA 70002 is the agent representing a contract purchaser and has requested approval of the subdivision plat of Lot 2, Block 1, Boxelder Commons Filing One in the Town of Wellington, Colorado; and

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

WHEREAS, the Planning Commission by motion and vote on April 5, 2021, recommended approval of the plat; and

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

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

SECTION 1: The final plat of Boxelder Commons 4th Filing being a Replat of Lot 2, Block 1, Boxelder Commons Filing One located in the Northeast Quarter of Section 4, Township 8 North, Range 68 West of the 6th Principal Meridian, Town of Wellington, County of Larimer, State of Colorado, is hereby approved as a final plat in accordance with the Wellington Municipal Code, except as may be specifically modified by this ordinance.

SECTION 2: Prior to recording the plat, acceptable dedication language on the plat shall be approved by the Town Attorney.

SECTION 3: Repealer. All ordinances, resolutions and motions of the Board of Trustees of the Town of Wellington, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby superceded and repealed; provided that such repeal shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

SECTION 4: Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

SECTION 5: Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.

SECTION 6: Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies available for inspection by the public during regular business hours. Furthermore, the Mayor's signature shall be affixed to the plat and attested by the Town Clerk.

PASSED AND ADOPTED BY AFFIRMATIVE VOTE OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED PUBLISHED THIS ____ DAY OF _____, 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

BOXELDER COMMONS 4TH FILING

BEING A REPLAT OF LOT 2, BLOCK 1, BOXELDER COMMONS FILING ONE
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION STATEMENT:

FR BC, LLC, being the sole owner(s) in fee of,

Lot 2, Block 1, Boxelder Commons Filing One, recorded June 28, 2006 as Reception No. 20060048564 of the Records of Larimer County, situate within the Northeast Quarter (NE1/4) of Section Four (4), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), Town of Wellington, County of Larimer, State of Colorado.

Said described parcel contains a total of 316,223 sq. ft. or 7.26 acre, more or less.

shown on the attached map as embraced within the heavy exterior lines thereon, has (have) subdivided the same into lots and blocks (or building envelopes) as shown on the attached map; and does (do) hereby set aside said portion or tract of land and designate the same BOXELDER COMMONS 4TH FILING to the Town of Wellington, Larimer County, Colorado; and does (do) dedicate to the public, the streets and all easements over and across said lots (or building envelopes) at locations shown on said map; and does (do) further certify that the width of said streets, dimensions of the lots and blocks (or building envelopes) and the names and numbers thereof are correctly designated upon said map.

FR BC, LLC

Witness my hand and seal this _____ day of _____, A.D. _____.

STATE OF COLORADO)
TOWN OF WELLINGTON) ss
LARIMER COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

My commission expires: _____.

WITNESS my Hand and Official Seal.

Notary Public

OWNER

FR BC, LLC
125 S. Howes St.
Floor 2
Fort Collins, Colorado 80521

APPLICANT/DEVELOPER

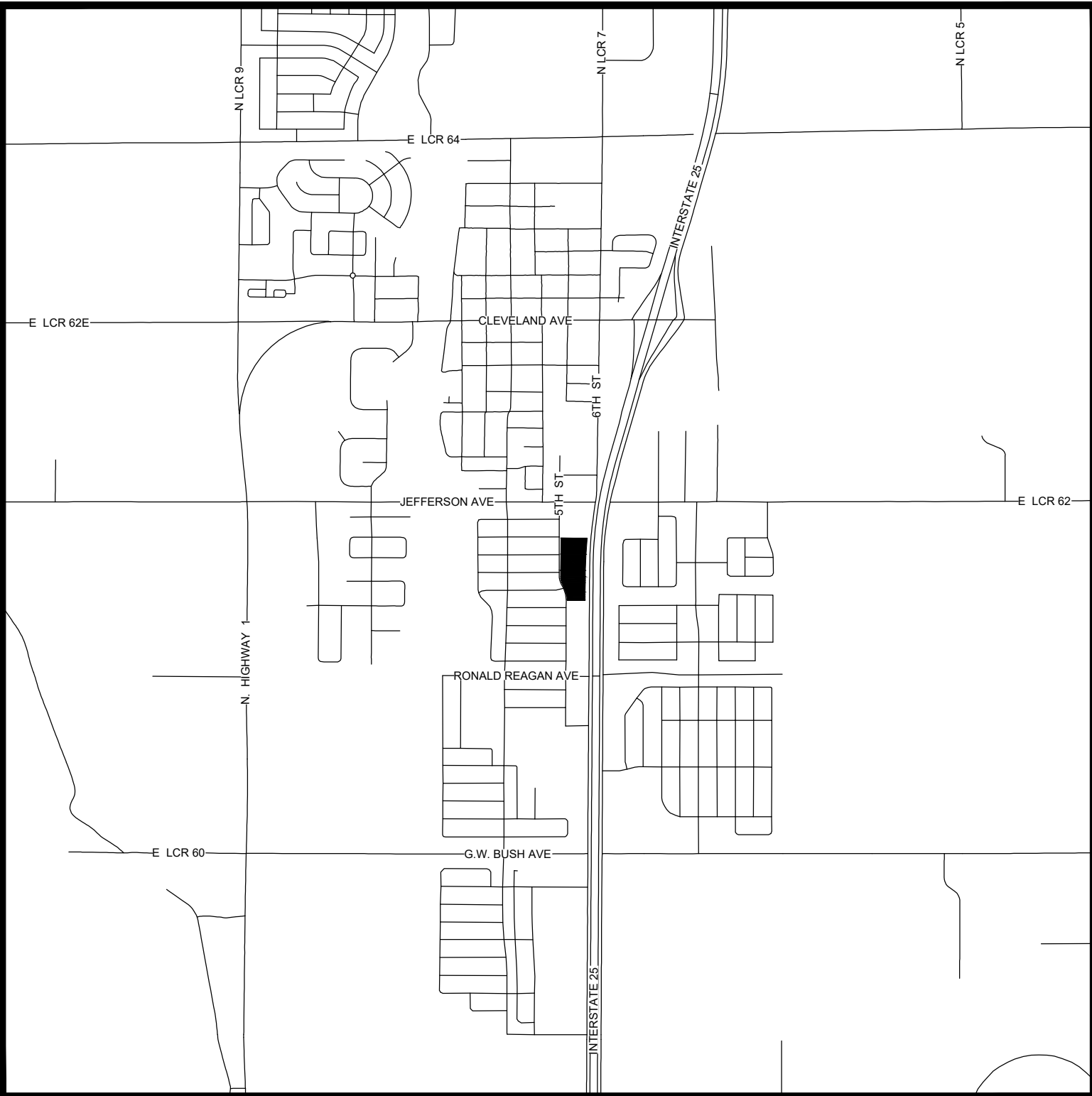
Dorsey Development, LLC
Ed Voltolina
3636 N. Causeway Blvd
Suite 200
Metairie, Louisiana 70002
(504) 593-0400
ed@dorseydevelopment.com

SURVEYOR

Northern Engineering Services, Inc.
Aaron M. Lund, PLS
820 8th Street
Greeley, Colorado 80631
(970) 448-1115

ENGINEER

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



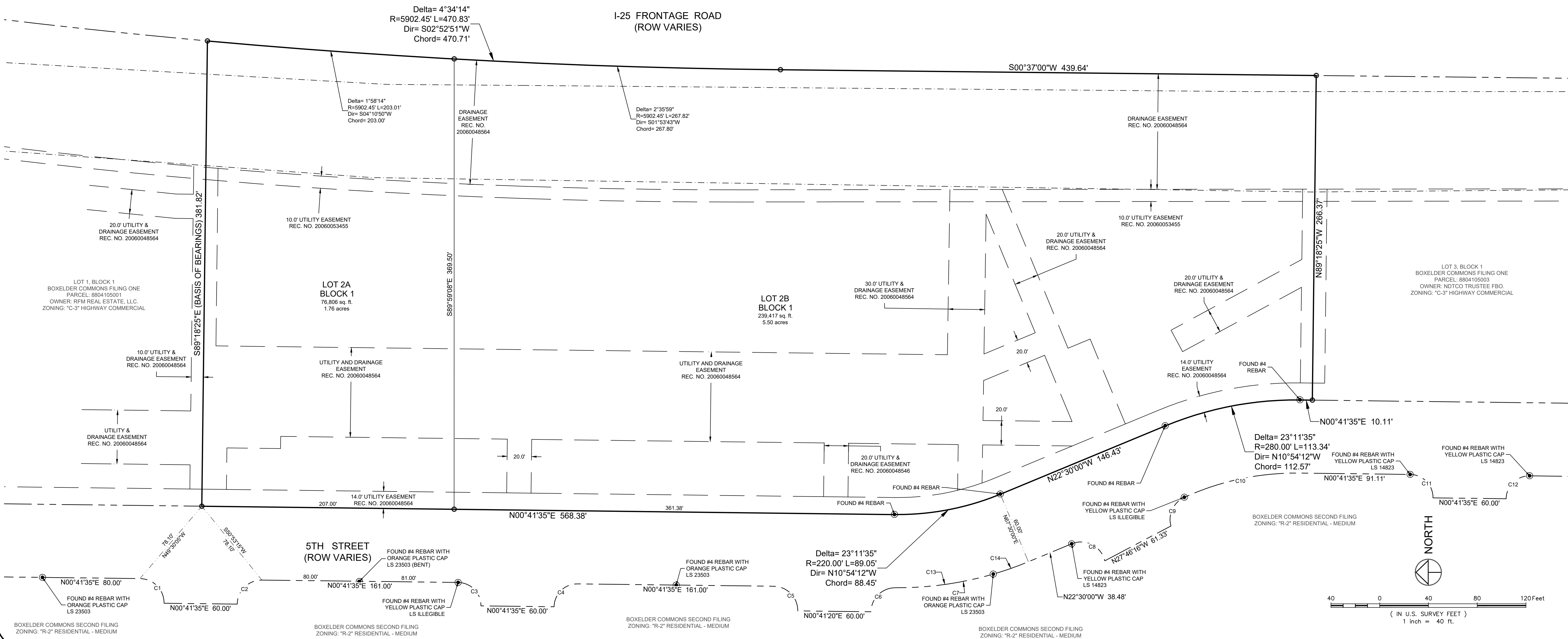
BEING A REPLAT OF LOT 2, BLOCK 1, BOXELDER COMMONS FILING ONE
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	20.00'	31.42'	N45°41'35"E	28.28'
C2	90°00'00"	20.00'	31.42'	N44°18'25"W	28.28'
C3	90°00'00"	19.00'	29.85'	N45°41'35"E	26.87'
C4	90°00'00"	19.00'	29.85'	N44°18'25"W	26.87'
C5	90°00'00"	20.00'	31.42'	N45°41'35"E	28.28'
C6	89°41'29"	20.00'	31.31'	N44°27'40"W	28.21'
C7	22°53'04"	280.00'	111.83'	N11°03'28"W	111.09'
C8	99°24'30"	20.00'	34.70'	N27°12'15"E	30.51'
C9	80°43'57"	20.00'	28.18'	N64°57'28"W	25.91'
C10	25°17'04"	220.00'	97.09'	N11°56'57"W	96.30'
C11	90°00'00"	19.00'	28.85'	N45°41'35"E	26.87'
C12	90°00'00"	19.00'	28.85'	N44°18'25"W	26.87'
C13	16°38'18"	280.00'	81.31'	S07°56'05"E	81.02'
C14	6°14'46"	280.00'	30.52'	S19°22'37"E	30.51'

DRAFT
01-29-2021
**PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION**

Aaron M. Lund

Aaron M. Lund
Registered Professional Land Surveyor
Colorado Registration No. 38670
For and on behalf of Northern Engineering Services, Inc.



SECTION:
4

TOWNSHIP:
8 N

RANGE:
68 W of the 6th PM

**NORTHERN
ENGINEERING**

Street, Suite 100, 80521 970.221.4158
northernengineering.com

NE

PROJECT: 1777-001	DATE: 01/29/2021
CLIENT:	SCALE: 1" = 40'
DRAWN BY: A. Lund	REVIEWED BY: A. Lund

BOXELDER COMMONS 4TH FILING

LOT 2, BLOCK 1, BOXELDER COMMONS 1ST
WELLINGTON, COLORADO

Sheet
2
Of 2 Sheets

Minor Subdivision

Lot 2, Block 1, Boxelder Commons Filing One



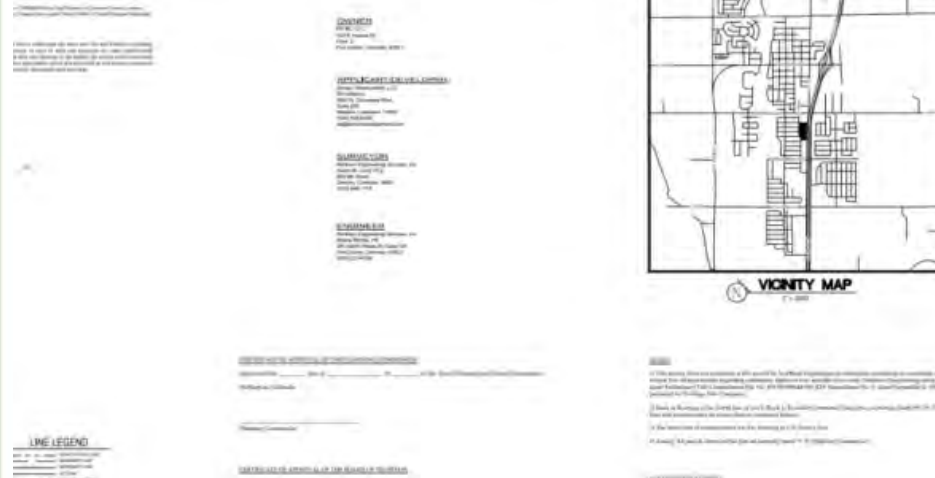
Minor Subdivision

Applicant: Dorsey Development, LLC
Agent: Northern Engineering



BOXELDER COMMONS 4TH FILING

BEING A REPLAT OF LOT 2, BLOCK 1, BOXELDER COMMONS FILING ONE
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



General Location





Background Information

- Requesting a minor subdivision for Lot 2, Block 1, Boxelder Commons Filing One.
- Location is south of 7670 5th Street.
- Divide lot to sell to tenant.
- Zoned C-3 Highway Commercial; not affected by request.
- Applicant has an approved amended site plan for what is identified as Lot 2A on the proposed plat.



Recommended Approval

- On April 5, 2021, the Planning Commission voted to forward a recommendation of approval to the Board of Trustees.
- Minor changes to the plat identified at the Planning Commission hearing are required to be corrected by the applicant prior to recording the plat.



Action

- Public hearing
 - No public comments were received at the Planning Commission hearing.
 - No written public comments have been received by Town staff.
- Board of Trustees may approve the plat, approve the plat with conditions, deny the plat, or table the request to a later date.



Recommendation

Move to adopt an ordinance approving the plat for "BOXELDER COMMONS 4TH FILING" being a replat of Lot 2, Block 1, Boxelder Commons Filing One subject to making corrections required by the Planning Commission, and authorize the Mayor to execute the plat.

Board of Trustees Meeting

Date: April 27, 2021
Submitted By: Elizabeth Young Winne, Planner
Subject: Ordinance No. 05-2021 - Minor Subdivision: Lot 4, Coal Creek Center

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

EXECUTIVE SUMMARY

- The applicant has submitted a request for a minor subdivision plat for Lot 4, Coal Creek Center. The location for the request is north of 8050 6th Street (location map attached).
- The south portion of Lot 4 is currently occupied by Taco Bell.
- The applicant desires to divide Lot 4 to establish a new lot at the north portion of the site for commercial development.
- The property was originally platted as a portion of Coal Creek Center, which includes access easements allowing cross-lot access to adjacent properties.
- The property is zoned C-3 Highway Commercial. The zoning of the property will not be affected by the proposed minor subdivision plat.
- The Planning Commission recommended approval of the minor subdivision plat on April 5, 2021.

BACKGROUND / DISCUSSION

Lot 4, Coal Creek is located just north of 8050 6th Street (Taco Bell) and is zoned C-3 Highway Commercial. The current parcel is 1.24 acres total. The minor subdivision request is proposed to create two parcels. The applicant's request is to subdivide the existing lot to create a second buildable lot that will be 0.55 acres (Lot 4B) and one will be 0.69 acre (Lot 4A, current Taco Bell). The additional lot is proposed to sell for further development.

The Planning Commission conducted a public hearing to review the final plat on April 5, 2021. The Commission voted to recommend approval of the final plat, subject to comments and corrections identified in the staff report to the Commission. The corrections identified in the staff comments are required to be corrected on the final plat mylars. By recommending approval of the final plat, the Commission determined that the plat is consistent with the Town's Comprehensive Plan and that the plat conforms to the Town's subdivision regulations.

At the time of writing this report, no public comments have been received by Town staff, and none were expressed at the Planning Commission meeting on April 5, 2021.

Approval by the Board of Trustees is valid for a period of one year. The final plat and ordinance must be recorded with the Larimer County Clerk and Recorder's Office within the one-year time limit, unless an extension is approved by the Board.

STAFF RECOMMENDATION

Move to adopt an ordinance approving the plat of "Minor Subdivision of Lot 4, Coal Creek Center" subject to corrections identified by the Planning Commission and staff report and authorize the Mayor to execute the plat.



ATTACHMENTS

1. Location Map
2. Ordinance
3. Plat
4. Presentation Slides

LOCATION MAP

TBD 6TH STREET, WELLINGTON, CO, 80549.

THE LOT WILL BE NORTH OF 8050 6TH STREET WELLINGTON, CO, 80549.



TOWN OF WELLINGTON

ORDINANCE NO. 05-2021

AN ORDINANCE RELATING TO PLAT APPROVAL FOR MINOR SUBDIVISION OF LOT 4, COAL CREEK CENTER LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO, FOR THE PURPOSE OF ESTABLISHING LOTS FOR DEVELOPMENT IN C-3 HIGHWAY COMMERCIAL ZONE DISTRICT.

WHEREAS, Alvarado Development LLC, 5654 Greenwood Plaza Blvd., Greenwood Village, CO 80111 has requested approval of the subdivision plat of Lot 4, Coal Creek Center in the Town of Wellington, Colorado; and

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

WHEREAS, the Planning Commission by motion and vote on April 5, 2021, recommended approval of the plat; and

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

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

SECTION 1: The final plat of Minor Subdivision of Lot 4, Coal Creek Center located in part of the Southwest Quarter of Section 34, Township 9 North, Range 68 West of the 6th Principal Meridian, Town of Wellington, County of Larimer, State of Colorado, is hereby approved as a final plat in accordance with the Wellington Municipal Code, except as may be specifically modified by this ordinance.

SECTION 2: Prior to recording the plat, acceptable dedication language on the plat shall be approved by the Town Attorney.

SECTION 3: Repealer. All ordinances, resolutions and motions of the Board of Trustees of the Town of Wellington, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby superceded and repealed; provided that such repeal shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

SECTION 4: Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

SECTION 5: Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.

SECTION 6: Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies available for inspection by the public during regular business hours. Furthermore, the Mayor's signature shall be affixed to the plat and attested by the Town Clerk.

PASSED AND ADOPTED BY AFFIRMATIVE VOTE OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED PUBLISHED THIS ____ DAY OF _____, 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

FINAL PLAT OF
MINOR SUBDIVISION OF LOT 4, COAL CREEK CENTER

LOT 4, COAL CREEK CENTER,
LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 34,
T. 9 N., R. 68 W. OF THE 6TH P.M., TOWN OF WELLINGTON
COUNTY OF LARIMER, STATE OF COLORADO

CERTIFICATION AND DEDICATION AND OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT ALVARADO DEVELOPMENT LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING ALL THE OWNERS AND LIENHOLDERS OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

LOT 4, COAL CREEK CENTER, TOWN OF WELLINGTON, COUNTY OF LARIMER, COLORADO AS RECORDED AT RECEPTION NO. 2003013872 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 54,120 SQUARE FEET OR 1.242 ACRES IS SUBJECT TO ALL EASEMENTS AND RIGHT OF WAY ON RECORD OR EXISTING AND DO HEREBY DESIGNATED THE SAME AS MINOR SUBDIVISION OF LOT 4, COAL CREEK CENTER.

OWNER: ALVARADO DEVELOPMENT LLC, A COLORADO LIMITED LIABILITY COMPANY,

BY: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020, BY _____ AS _____ OF _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLANNING COMMISSION CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF WELLINGTON, LARIMER COUNTY,, COLORADO THIS _____ DAY OF _____ A.D., _____

CHAIRPERSON – WELLINGTON PLANNING COMMISSION

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS PLAT IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO THIS _____ DAY OF _____ A.D., _____

MAYOR TOWN OF WELLINGTON, COLORADO

ATTORNEY'S CERTIFICATION

I, _____, AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF COLORADO, CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE ABOVE DESCRIBED LAND BEING SUBDIVIDED AND BEING DEDICATED TO THE TOWN OF WELLINGTON, COLORADO, AND THAT ALL OWNERS AND PROPRIETORS AS DEFINED BY C.R.S. 31-23-111 HAS SIGNED THIS PLAT

ATTORNEY REGISTRATION NUMBER _____

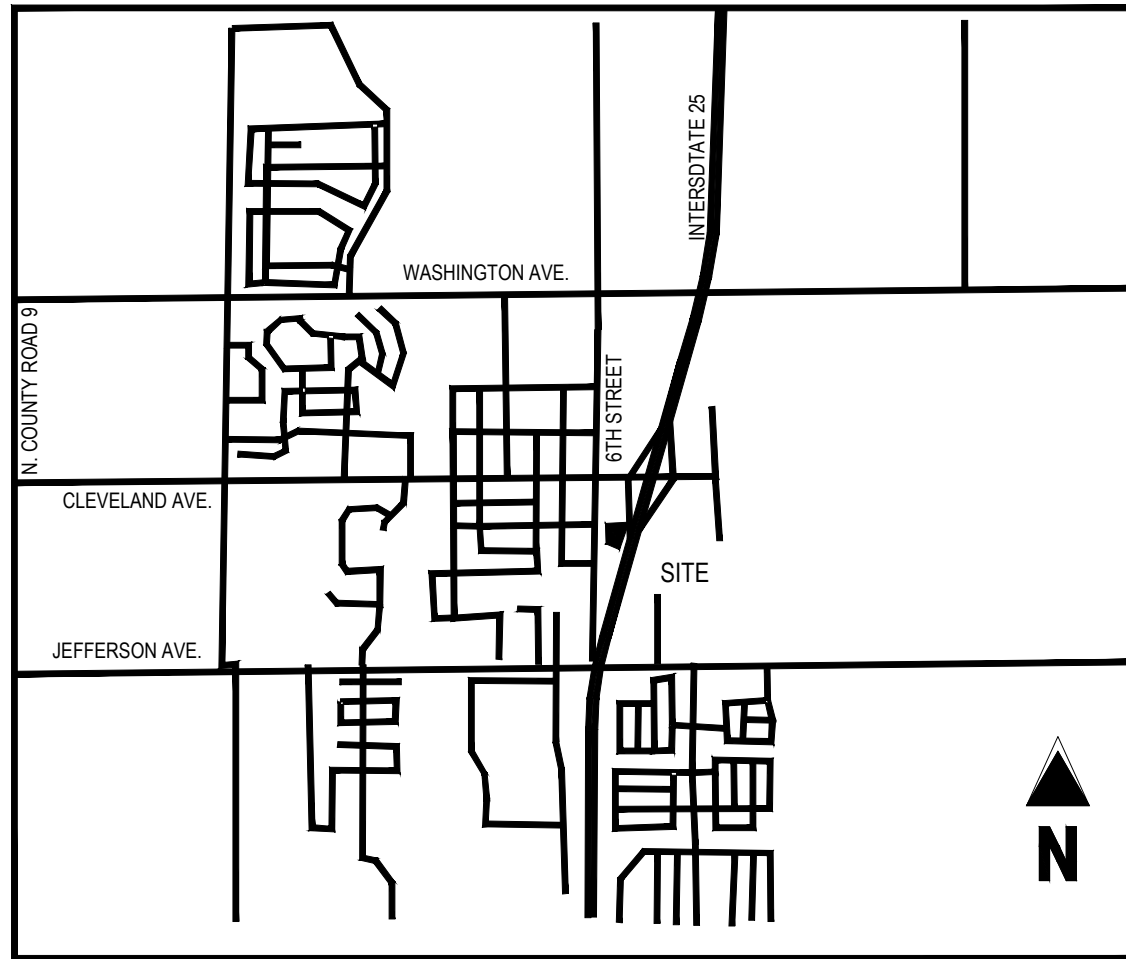
STATE OF _____)
) ss.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020, BY _____ AS _____ OF _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



VICINITY MAP
NOT TO SCALE

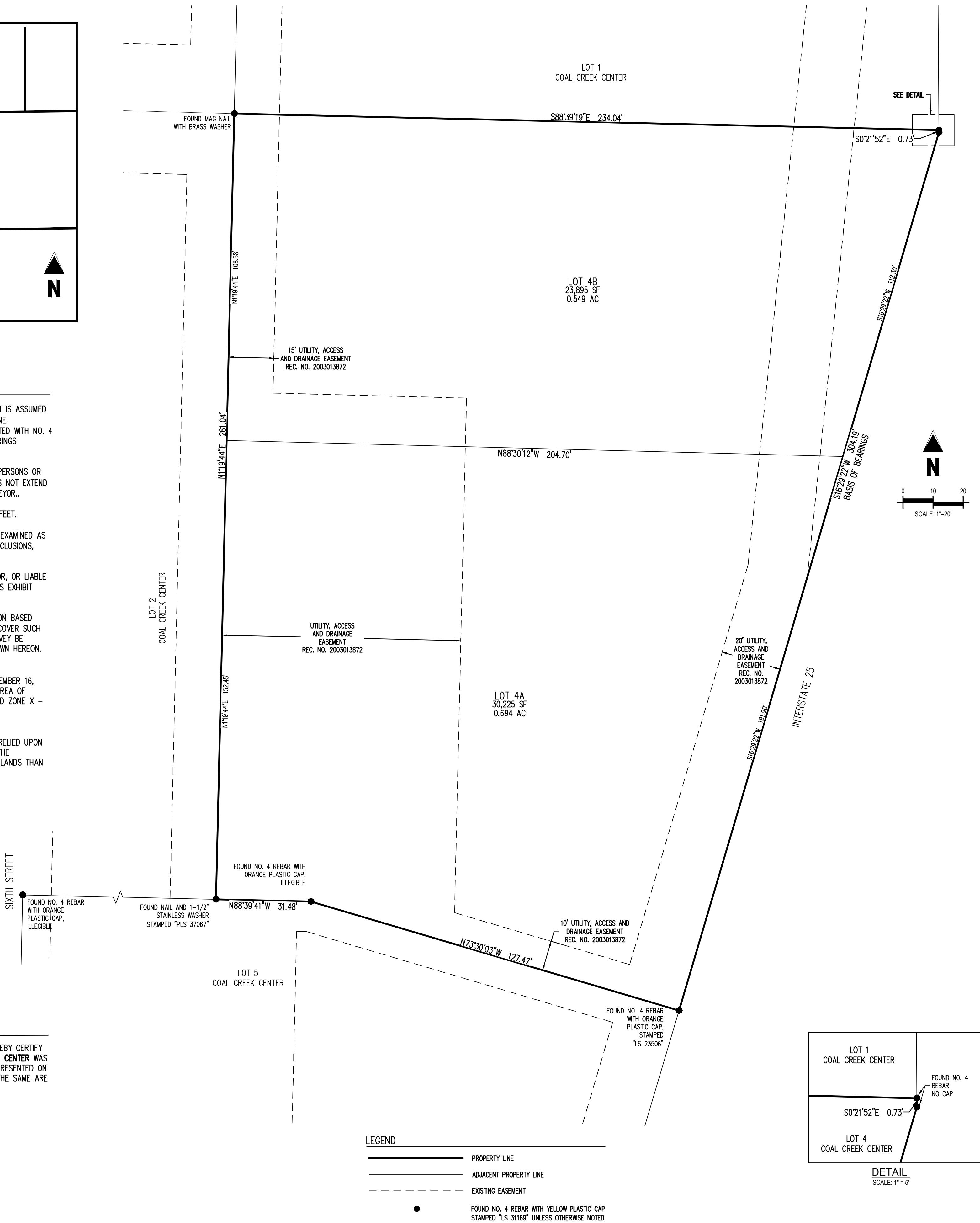
GENERAL NOTES

- 1) BASIS OF BEARING: THE EAST LINE OF LOT 4, COAL CREEK CENTER SUBDIVISION IS ASSUMED TO BEAR SOUTH 16°29'22" WEST FOR 304.19 FEET, THE NORTH END OF SAID LINE MONUMENTED WITH NO. 4 REBAR WITH NO CAP AND THE SOUTH END MONUMENTED WITH NO. 4 REBAR WITH ORANGE PLASTIC CAP, STAMPED LS 23506*, WITH ALL OTHER BEARINGS REFERENCED THERETO.
- 2) THIS MAP OR PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.
- 3) ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- 4) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
- 5) CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.
- 6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- 7) ACCORDING TO FEMA FIRM MAP NUMBER 08069C0778F – EFFECTIVE DATE: DECEMBER 16, 2006, THE MAJORITY OF THE PROJECT SITE RESIDES IN UNSHADED ZONE X – AREA OF MINIMAL FLOOD HAZARD. A SMALL PORTION OF THE SITE RESIDES WITHIN SHADED ZONE X – 0.2% ANNUAL CHANCE FLOOD HAZARD.
- 8) FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES, COMMITMENT 100-N0028265-020-SB1, AMENDMENT NO. 1, DATED FEBRUARY 16, 2021 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

SURVEYOR'S CERTIFICATE:

I, FRANK A. KOHL, A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY OF THE FINAL PLAT OF MINOR SUBDIVISION OF LOT 4, COAL CREEK CENTER WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND THAT THE STATEMENTS CONTAINED HEREON WERE READ BY ME AND THE SAME ARE TRUE TO THE BEST OF MY KNOWLEDGE.

FRANK A. KOHL
COLORADO PROFESSIONAL LAND SURVEYOR #37067
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 31168" UNLESS OTHERWISE NOTED

Galloway

6162 S. Willow Drive, Suite 320
Greenwood Village, CO 80111
303.770.8884
gallowayUS.com

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FINAL PLAT OF

MINOR SUBDIVISION OF LOT 4,
COAL CREEK CENTER

LOT 4, COAL CREEK CENTER,
LOCATED IN PART OF THE SOUTHWEST QUARTER OF
SECTION 34, T. 9 N., R. 68 W. OF THE 6TH P.M.,
TOWN OF WELLINGTON, COUNTY OF LARIMER, COLORADO

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Project No:	PAI00001.10
Drawn By:	AN
Checked By:	FAK
Date:	12/22/2020

1

SHEET 1 OF 1

Minor Subdivision

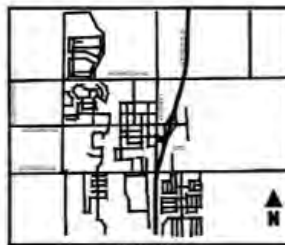
Lot 4, Coal Creek Center



Applicant: Alvarado Development, LLC
Agent: Galloway

TOWN OF
WELLINGTON

LOT 4, COAL CREEK CENTER,
LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 34,
T. 9 N., R. 68 W., OF THE 6TH P.M., TOWN OF WELLINGTON,
COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP

[illegible]

1. **REAL ESTATE:** THE LAST TWO (2) OF A FOUR (4) YEAR SERVICE AGREEMENT IS ASSIGNED TO BEAR EQUAL WEIGHT WITH THE FIRST TWO (2) YEARS OF THE TERM OF THE SALE OF THE PROPERTY. THE FIRST TWO (2) YEARS OF THE TERM OF THE SALE OF THE PROPERTY SHALL BE AROUND THE FIRST THREE (3) YEARS OF THE SALE, AND THE SECOND TWO (2) YEARS OF THE SALE SHALL BE AROUND THE LAST THREE (3) YEARS OF THE SALE.
2. **THE SALE OF THE PROPERTY:** THE SALE OF THE PROPERTY SHALL BE THE SALE OF THE PROPERTY AS A WHOLE, AND NOT THE SALE OF THE PROPERTY IN PARTS. THE SALE OF THE PROPERTY SHALL BE THE SALE OF THE PROPERTY AS A WHOLE, AND NOT THE SALE OF THE PROPERTY IN PARTS.
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1. FRANK A. KOHL, a Colorado-registered professional land surveyor, is hereby sworn that the survey of the FRANK PLAT OF MINOR SUBDIVISION OF LOT 4, T24N, R30E, 10TH PRM. SEC. 36, is under his supervision and that the survey is accurately represented on this plat and that the statements concerning herein were read by him and the same are true to the best of his knowledge.

FRANK A. KONE
CALIFORNIA PROFESSIONAL LAND SURVEYOR #12077
FOR AND ON BEHALF OF CALTRANS & COMPANY, INC.



General Location





Background Information

- Requesting a minor subdivision for Lot 4, Coal Creek Center.
- South portion currently occupied by a Taco Bell drive through.
- Divide lot to sell for future development.
- Conceptually demonstrated ability to meet zoning.
- Zoned C-3 Highway Commercial; not affected by request.



Recommended Approval

- On April 5, 2021, the Planning Commission voted to forward a recommendation of approval to the Board of Trustees.
- Minor changes to the plat identified at the Planning Commission hearing are required to be corrected by the applicant prior to recording the plat.



Action

- Public hearing
 - No public comments were received at the Planning Commission hearing.
 - No written public comments have been received by Town staff.
- Board of Trustees may approve the plat, approve the plat with conditions, deny the plat, or table the request to a later date.



Staff Recommendation

Move to adopt an ordinance approving the plat for "MINOR SUBDIVISION OF LOT 4, COAL CREEK CENTER" subject to making corrections required by the Planning Commission, and authorize the Mayor to execute the plat.



Board of Trustees Meeting

Date: April 27, 2021
Submitted By: Patti Garcia, Town Administrator
Subject: Resolution No. 09-2021 - A Resolution of the Board of Trustees of the Town of Wellington Appointing and Confirming Appointment to the Boxelder Basin Regional Stormwater Authority Board of Directors

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

EXECUTIVE SUMMARY

The Boxelder Stormwater Authority (Authority) was formed in 2008 and operates in accordance with an Intergovernmental Agreement (IGA) for Stormwater Cooperation and Management. Members of the Authority include the City of Fort Collins, Larimer County and the Town of Wellington. Based on the IGA, the Authority is to be governed by a Board of Directors consisting of five members; one from each entity, two unaffiliated members, one selected by the City and County and one selected by the Town and County.

The directors representing Wellington through April 2021 are Tim Singewald (for the Town) and Richard Seaworth (jointly with Larimer County and the Town).

The directors representing Fort Collins (Theresa Connor – Deputy Director/Utilities) and Larimer County (Eric Tracy – Land Development Engineer) are both staff members who report to the City Manager or the County Manager.

I have spoken with Linda Hoffman who has indicated the County is supportive of the joint county/town reappointment of Mr. Seaworth. This item will be on the April 27, 2021 Board of County Commissioner's agenda. For the town appointment, I would recommend appointment of either a Trustee or a staff member. I currently do not have a staff member that has the time to fill that role and Trustee Macdonald has offered to be appointed at this time. This was discussed with Mayor Hamman and Trustee Macdonald and due to timing it was recommended that the appointment be added to the April 27 agenda. The goal is that the Town hire an employee who represents the Town on water issues and gets up to speed on Boxelder who would replace Trustee Macdonald in the future. I believe it is important that who the Town appoints is accountable to the Board of Trustees and can provide regular updates as to actions taken by the Boxelder board.

The attached resolution for the Boxelder appointment lists Trustee Macdonald as the Wellington representative for the expired term held by Mr. Singewald. If the Board of Trustees would prefer to appoint another representative, it can be discussed at the Tuesday meeting and the resolution can be amended prior to approval.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

For Trustee discussion and consideration.

ATTACHMENTS

1. Boxelder IGA Res 21-2008
2. Resolution 09-2021 Boxelder Appointment

RESOLUTION 21- 2008

**OF THE TOWN BOARD OF THE TOWN OF WELLINGTON
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE BOXELDER BASIN REGIONAL STORMWATER
AUTHORITY AS A SEPARATE GOVERNMENTAL ENTITY**

WHEREAS, Town staff has worked since 2005 together with representatives of Larimer County (the "County") and the City of Fort Collins (the "City") to develop a plan to address regional stormwater issues in the Boxelder Basin (the "Basin"), a storm drainage basin that includes portions of each of the three entities' jurisdictions; and

WHEREAS, the Town, the City and the County have also worked with the Colorado Department of Transportation, the Colorado Water Conservation Board, Boxelder Sanitation District, two irrigation and reservoir companies, and private property owners in the Basin to fund and direct the development of the Boxelder Regional Stormwater Master Plan, prepared by PBS&J, Inc., dated October 2006 (the "Master Plan"), the Master Plan having been previously adopted by the Town; and

WHEREAS, the Master Plan describes regional flood control and stormwater management improvements that would benefit the Town, as well as the City and the County, and would reduce the potential for flooding in a significant area outside of the original Boxelder Creek floodplain; and

WHEREAS, in order to carry out the design, construction, operation and maintenance of the improvements described in the Master Plan, an Intergovernmental Agreement (the "IGA") has been prepared to form a storm drainage authority pursuant to Colorado law, specifically Colorado Revised Statutes Section 29-1-204.2; and

WHEREAS, a substantially final version of the IGA is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the IGA forms the Boxelder Basin Regional Stormwater Authority (the "Authority") and designates as the service area of the Authority those lands tributary to or contributing runoff to Boxelder Creek; and

WHEREAS, the Authority would be responsible for ongoing operation and maintenance, and repair and replacement, of Authority improvements to be constructed in accordance with the Master Plan and would be authorized to collect stormwater fees and stormwater development impact fees throughout the Basin within a range approved by all member entities to pay for the cost of carrying out those responsibilities; and

WHEREAS, the IGA provides that each of the member entities would have the option of paying to the Authority the amount representing the fees that would be collected from properties within that entity's jurisdiction, thus allowing the Town to pay to the Authority the amount attributable to Fort Collins properties within the Authority's service area; and

WHEREAS, the completion of the Master Plan improvements is expected to dramatically reduce the cost of addressing stormwater management issues in the Basin in Town and for private property owners; and

WHEREAS, the completion of the Master Plan improvements would reduce the potential to flood damage to existing structures and reduce overtopping of roadways and the cost of constructing public improvements to accommodate predicted flood flows that the Town would otherwise incur; and

WHEREAS, the IGA provides for regional cooperation on compatible public purposes.

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

Section 1. The Board of Trustees approves the IGA and authorizes and directs the Mayor to execute the IGA on behalf of the Town in substantially the form attached hereto as Exhibit A, together with such additional or modified terms and conditions as the Town Administrator, in consultation with the Town Attorney and Town Engineer, determines to be necessary and appropriate to protect the interests of the Town and advance the purposes set forth in this Resolution.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE TOWN BOARD OF THE TOWN OF WELLINGTON, COLORADO, THIS 22nd DAY OF July, 2008.

TOWN OF WELLINGTON, COLORADO



Larry Noel, Mayor

ATTEST:



Larry Lorentzen, Town Administrator/Clerk

N:\WPCUBM\WELLINGTON\BOARD PACKETS\7.22\Resolution sorm water IGA.rtf

Exhibit "A"
Resolution 21-2008

July 15, 2008

INTERGOVERNMENTAL AGREEMENT
FOR STORMWATER COOPERATION
AND MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT FOR STORMWATER COOPERATION AND MANAGEMENT (this "Agreement"), entered into this ____ day of _____, 2008, by and among THE BOARD OF COMMISSIONERS OF LARIMER COUNTY, COLORADO (the "County"); THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (the "City"); and THE TOWN OF WELLINGTON, COLORADO, a statutory municipality (the "Town").

WITNESSETH:

WHEREAS, recent growth in the Fort Collins Urban Growth Area (the "City UGA") and the Wellington Urban Growth Area (the "Town UGA") suggests that increased coordination and cooperation between the City, the Town and the County may result in better management, problem resolution, design, construction, maintenance and joint financing of stormwater facilities; and

WHEREAS, the City has established and currently operates its own stormwater utility and its own stormwater utility enterprise (hereinafter referred to jointly as the "City Stormwater Utility Enterprise") to provide and finance stormwater services within the City; and

WHEREAS, the Town has not established a stormwater utility but intends to do so and further intends to operate such stormwater utility as a stormwater utility enterprise (the "Town Stormwater Utility Enterprise") to provide and finance stormwater services within the Town; and

WHEREAS, the County currently collects a stormwater impact fee at the time of development of properties within the Boxelder Creek Basin ("Boxelder Basin" or the "Basin") below County Road 70; and

WHEREAS, the Boxelder Creek Floodplain (the "Boxelder Floodplain") is designated in a Flood Insurance Study prepared by the Federal Emergency Management Agency and dated December 19, 2006; and

WHEREAS, the County is authorized to establish, expand and operate a stormwater utility or stormwater utility enterprise throughout all portions of the Boxelder Basin that are located solely within the boundaries of the County and outside any municipality, pursuant to C.R.S. Section 30-11-1-7(1)(w), Section 30-20-401, et seq., and Section 37-45.1-101, et seq.; and

WHEREAS, a basin master plan titled "Boxelder Creek Regional Stormwater Master Plan" dated October 2006 and prepared by PBS&J Consulting Engineers (the "Plan") has been adopted by the City, the Town and the County; and

WHEREAS, recent engineering studies indicate that constructing stormwater facilities within the Boxelder Floodplain to store stormwater would reduce the threat of floods for approximately 4,900 acres in the Boxelder Floodplain, which acres are located in portions of the City, portions of the Town and in unincorporated Larimer County and would reduce damages to public and private properties, reduce the risk to citizens, increase protection for public roads, bridges and other facilities in the Boxelder Basin; and

WHEREAS, the parties anticipate that areas in the Basin and in the unincorporated areas of the County will be annexed into the City or the Town in the future, subject to the urban growth area boundaries and standards of the City and the Town; and

WHEREAS, the elimination of such flood hazards, as well as the resulting relaxation of associated land use restrictions, would alleviate some of the financial hardships associated with developing those properties that are now located within the Boxelder Basin; and

WHEREAS, the various risks and hazards existing or anticipated to exist in the Basin can be alleviated most efficiently and at the least cost through a regional effort; and

WHEREAS, it appears that financing the construction of the needed stormwater facilities for the Boxelder Basin on a regional basis is best accomplished by the County and the other Members hereto forming an Authority as provided herein, to include those properties located within the Boxelder Basin; and

WHEREAS, the City currently charges a City-wide stormwater impact fee as a condition of issuance of a building permit or, if no building permit is required, upon commencement of construction for new development on those properties located within the City, and further charges an ongoing monthly stormwater fee to all developed properties within the City's boundaries; and

WHEREAS, the Town intends to charge a stormwater basin fee as a condition of issuance of a building permit or, if no building permit is required, upon commencement of construction for new development on those properties located within the Town; and

WHEREAS, as noted above, the County currently charges a stormwater basin impact fee at the time building permits are issued for new development on those properties located in the unincorporated areas of the County within a portion of the Boxelder Basin; and

WHEREAS, it appears that the financing, construction, maintenance and operation of the needed stormwater facilities in the Boxelder Basin are best accomplished by the County expanding or establishing a stormwater utility enterprise (hereinafter referred to jointly as the "County Stormwater Utility Enterprise") to work cooperatively with the Town's Stormwater Utility Enterprise and the City's Stormwater Utility Enterprise; and

WHEREAS, construction, operation and maintenance of said additional stormwater facilities for the Boxelder Basin in accordance with Urban Storm Drainage Criteria Manual Best

Management Practices is necessary and beneficial to the public health, safety and welfare; and

WHEREAS, each of the parties has materially relied on the participation of all parties to this agreement and on the inclusion of all of the property within the defined Service Area to accomplish the purposes set forth in this Agreement, and

WHEREAS, the City, the Town and the County desire to enter into this Agreement in order to delineate the duties and responsibilities of each Member with respect to the proposed stormwater improvements for the Boxelder Basin; and

WHEREAS, C.R.S. Section 29-1-203 authorizes the City, the Town and the County to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of them, which cooperation may include the sharing of costs and the incurring of debt; and

WHEREAS, C.R.S. Section 30-20-402(1)(h) authorizes the County to enter into and perform contracts with the City and the Town for or concerning the planning, construction, lease or other acquisition and the financing of stormwater facilities and the maintenance and operation thereof; and

WHEREAS, C.R.S. Section 29-1-204.2(1) provides that a combination of municipalities or other political subdivisions of this State may establish, by contract with each other, a separate governmental entity, to be known as a drainage authority, to be used by such contracting Members to effect the development of stormwater and drainage facilities for the benefit of the inhabitants of such contracting Members or others at the discretion of the Directors; and

WHEREAS, C.R.S. Section 29-1-204.2(4) and (5) provides that a drainage authority established by such contracting Members shall be a political subdivision and a public corporation of the State, separate from the members to the contract and that it shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate; and

WHEREAS, the provisions of Articles 10.5 and 47 of Title 11, C.R.S., shall apply to moneys of the entity and the bonds, notes and other obligations of a water or drainage authority formed under the provisions of this Agreement shall not be the debts, liabilities or obligations of the original contracting Members or Members that may enter the establishing contract in the future; and

WHEREAS, C.R.S. Section 29-1-204.2(6) provides that the contracting members may provide in the contract for payment to the separate governmental entity of funds from proprietary revenues for services rendered by the entity, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in the contract, and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the entity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereto agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. In this Agreement, capitalized terms not otherwise defined shall have the meanings respectively assigned thereto in the Recitals to this Agreement or as provided in this Section 1.01, unless the context clearly requires a different meaning:

“Agreement” means this Intergovernmental Agreement for Stormwater Cooperation and Management and any amendments hereto.

“Authority” means the Boxelder Basin Regional Stormwater Authority.

“Boxelder Project” means acquisition and construction of the Project Improvements described in the Plan.

“City” means the City of Fort Collins, Colorado.

“County” means Larimer County, Colorado.

“Directors” means the members of the Authority’s Board of Directors.

“Fiscal Year” means the calendar year.

“Flood Insurance Study” means the official report in which the Federal Emergency Management Agency (“FEMA”) has provided flood profiles, as well as the Flood Boundary-Floodway Map and water surface elevation of the base flood, in all or a part of the Service Area.

“Member” means the City, the County, the Town and any additional member government added as a party to this Agreement by amendment after the date hereof.

“Operation and Maintenance” means the ongoing maintenance, operation, repair and replacement of the Project Improvements.

“Plan” means the Boxelder Creek Regional Stormwater Master Plan dated October 2006, together with any amendments thereto approved by a unanimous vote of the Members.

“Project Improvements” means, without limitation, detention areas or flood storage facilities; reservoirs; open channels; irrigation canal overflow or spill structures; diversion or confinement berms; utility relocations; road and railroad crossing structures; water quality enhancement features; and landscaping of disturbed areas, to the extent contemplated by the Plan.

“Service Area” means the area shown on Exhibit “A” hereto.

“State” means the State of Colorado.

“Stormwater Service Fee” means a recurring, monthly or quarterly fee charged to all customers of the Authority upon the basis of such customers’ relative contributions to storm flows on a continuing basis, and applied to Operation and Maintenance and debt service requirements of the Authority.

“System Development Fee” means a one-time charge imposed upon rezoning of property or the issuance of a building permit with respect to property in the Service Area, for the purpose of recovering a reasonable portion of the Authority’s existing or future capital investment in the Project Improvements.

“TABOR” means Article X, Section 20 of the Constitution of the State.

“Town” means the Town of Wellington, Colorado.

ARTICLE II

CREATION AND GOVERNANCE OF THE AUTHORITY

Section 2.01. Creation of Authority. The City, the Town and the County, by this Agreement, hereby establish the Authority as a drainage authority pursuant to C.R.S. § 29-1-204.2(2). The Authority shall exist until dissolved or terminated in accordance with this Agreement.

Section 2.02. Name and Service Area. The Authority shall be known as the Boxelder Basin Regional Stormwater Authority and the Authority shall carry out the Responsibilities set forth in this Article. The initial Service Area of the Authority shall include those portions of the Service Area in the City, the Town or the unincorporated areas of the County as of the date of this Agreement, as shown and described on Exhibit “A”, which is attached to and made of part of this Agreement.

Section 2.03. Board of Directors. The Authority shall be governed by a board of directors consisting of five (5) members (the “Directors”), consisting of one each selected by the City, the Town and the County, and two unaffiliated members, representing the public at large, one selected by the City and the County upon mutual agreement and one by the town and County upon mutual agreement. No more than one of such unaffiliated members shall be employed by or an elected official of any Member. Each director shall serve a three (3) year term, with terms staggered and expiring on the 1st day of April or as soon thereafter as the successor director is approved. The staggered terms of Directors shall expire each three (3) years with the first Directors’ terms expiring as follows: The Town-appointed director – 2009; City-appointed director and County/Town-appointed director – 2010; County-appointed director and

County/City-appointed director -- 2011. Officers of the Authority shall consist of a president, secretary and treasurer, which shall be appointed by a majority of the board of Directors and shall be re-appointed on the 1st day of April of each year or as soon thereafter as successors may be qualified. Each board member shall have one (1) vote. The majority of the Directors shall constitute a quorum and a majority of the quorum shall be necessary to take any action by the board. The board shall comply with all obligations and may exercise all powers authorized by Title 29, Article 1, Part 2, C.R.S.

Section 2.04. Distribution of Property of the Authority Upon Dissolution. If the Authority is dissolved, property of the Authority shall pass jointly to the Members as tenants in common thereto, except as otherwise expressly agreed in writing.

Section 2.05. Actions of Board and Members. Generally, actions may be taken by the Authority upon majority approval the Directors; provided, however, that the following actions may only be taken with the following approvals:

(a) This Agreement may only be terminated or dissolved by unanimous vote of the Members, and only in the event that all bonds, notes and other financial obligations of the Authority and the obligation to operate, maintain, repair and replace any existing improvements of the Authority have been paid or duly provided for by escrow or otherwise;

(b) Fees, rates and other charges consistent with Article V of this Agreement may only be established by a majority vote of the Directors;

(c) Preliminary and final engineering studies for improvements to be constructed by the Authority in accordance with the Plan, including but not limited to the Boxelder Project, as hereinafter defined, may only be approved by a majority of the Directors;

(d) Any amendments to the Plan may only be approved by a unanimous vote of the Members;

(e) Any amendments to this Agreement may only be made on a unanimous vote of the Members; and

(f) Any borrowing, issuance of debt, or multiple fiscal year financial obligation may only be approved by a unanimous vote of the Members.

Section 2.06. Description of the Boxelder Project. The Boxelder Project may include, without limitation, any Project Improvements described in the Plan. The Members intend and acknowledge that implementation of the Plan will include the design of permanent natural habitat and other natural features as part of the stream stability and erosion control improvements to be constructed, and, to the extent practicable, as part of other improvements to be constructed by the Authority. All improvements of the Authority will be designed so as to minimize the

potential for introduction of human-caused pollutants in accordance with the Urban Storm Drainage Criteria Manual Volume III – Best Management Practices, or such other subsequently adopted standard as the Directors may approve. The Members further intend and acknowledge that the enhancement and restoration of native vegetation, wildlife habitat, naturally meandering stream channel topography, and other similar natural features are beneficial for the sustained maintenance of the Boxelder drainage.

Section 2.07. The Authority's Responsibilities. The Authority shall have the following responsibilities:

(a) Plan and establish a financial structure that equitably distributes among all properties within the Service Area the costs of the Boxelder Project. The financial structure will include both impact fees and service fees;

(b) Plan and arrange for the Operation and Maintenance of the Project Improvements;

(c) Plan and establish a financial structure that equitably distributes among all properties within the Service Area the costs of acquisition and construction of the Project Improvements, Operations and Maintenance of the Project Improvements and costs of administering and operating the Authority. The financial structure to fund said expenses will include service fees and such other sources of revenue as the Authority may determine to be appropriate and sufficient to support the acquisition and construction of the Project Improvements, the Operation and Maintenance of the Project Improvements and administration of the Authority, in a fiscally sustainable manner;

(d) Obtain any necessary Stormwater MS4 Permitting (stormwater quality) required for its undertakings within the Service Area;

(e) Comply with all local laws and requirements, including but not limited to land use and zoning laws and similarly applicable land use code provisions and floodplain and storm drainage regulatory requirements; and

(f) Cooperate and collaborate with the Members, other governmental entities and jurisdictions, nonprofit and private entities and persons and property owners, to incorporate into Authority project plans, to support, and to encourage the design of, development and use of Authority property and improvements, to provide for natural habitat preservation and restoration, preservation of viewsheds and aesthetic values, and transportation connections, and to advance other compatible public purposes and uses, insofar as the same are not in conflict with the primary stormwater objective of the Authority.

Section 2.08. Enterprise Status. To the extent practicable, the Authority shall be operated as an enterprise within the meaning of TABOR and the Water Activity Enterprise Law, Part 1 of Article 45.1, Title 37, C.R.S. For such purposes, payments to the Authority by

Members pursuant to Sections 5.03 or 6.03 hereof shall not constitute “grants.”

Section 2.09. Particular Duties of the Board. The Board shall diligently pursue the implementation of the Plan, and shall comply with the applicable provisions of Article I, Title 29, C.R.S.

ARTICLE III

POWERS OF THE AUTHORITY

Section 3.01. Powers. The Authority shall have and may exercise the following powers together with any additional powers conferred upon drainage authorities by C.R.S. Section 29-1-204.2 as it may be amended from time to time:

(a) Pursuant to the Plan to develop stormwater systems or facilities or drainage facilities in whole or in part for the benefit of the inhabitants of the contracting Members or others, at the discretion of the Directors, subject to fulfilling any conditions or requirements set forth in this Agreement or in any other contract concerning the Authority;

(b) To make and enter into contracts;

(c) To employ agents and employees;

(d) To acquire, construct, manage, maintain, fund, plan and operate drainage and flood control systems, facilities, works, or improvements, or any interest therein;

(e) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized only for the purposes of providing drainage, flood control, or stormwater quality control or for related or accessory purposes;

(f) To condemn property for public use;

(g) To incur debts, liabilities, or obligations, including without limitation by the issuance of bonds, notes and other financial obligations;

(h) To sue and be sued in its own name;

(i) To have and use a corporate seal;

(j) To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority;

(k) To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose;

(l) To exercise any other powers which are essential to the provision of functions, services, or facilities by the Authority and which are specified in this Agreement or any other contract concerning the Authority;

(m) To do and perform any acts and things authorized by Section 29-1-204.2, C.R.S., and this Agreement under, through, or by means of an agent or by contracts with any person, firm, or corporation;

(n) To permit other municipalities, special districts, or political subdivisions of the State that are authorized to provide drainage facilities to become Members in the manner provided in this Agreement;

(o) To provide for the rehabilitation of any surfaces adversely affected by the construction of pipelines, facilities, or systems or of stormwater or other drainage facilities through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands; and

(p) To the extent permitted by law, to justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorney fees, or that may subsequently be caused by or which result from actions of the Authority.

Section 3.02. Insurance. The Authority shall comply with all minimum insurance requirements of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq. Unless the Members vote unanimously to approve other insurance limits, the Authority shall maintain commercial general liability insurance with minimum limits of \$1,000,000 combined limit for each occurrence and \$2,000,000 general aggregate, including products/completed operations and personal injury. So long as any obligation is owed to the Colorado Water Conservation Board ("CWCB") the company providing the insurance coverage shall be acceptable to the CWCB.

Section 3.03. Authority Not a Taxing Entity. The Authority shall not have the power of taxation.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF MEMBERS

Section 4.01. The County's Representations and Covenants. The County makes the following representations and covenants:

(a) It will promptly transfer to the Authority all revenues, fund balances, improvements and responsibilities associated with the County's existing stormwater impact fee in the Service Area, and will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment

to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the unincorporated areas of Larimer County and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the County's use, with approval of the County Board of Commissioners in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the County are reimbursed by the Authority, and the County is held harmless;

(e) It will allow the Authority, within the County's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

Section 4.02. The City's Representations and Covenants. The City makes the following representations and covenants:

(a) To the extent permitted by any ordinances authorizing bonds and other obligations of the City Stormwater Utility Enterprise in effect or existing as of the effective date of this Agreement, it will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the City and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the City's use, with approval of the City Council in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the City are reimbursed by the Authority, and the City is held harmless;

(e) It will allow the Authority, within the City's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

Section 4.03. The Town's Representations and Covenants. The Town makes the following representations and covenants:

(a) It will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the Town and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the Town's use, with approval of the Town Board in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the Town are reimbursed by the Authority, and the Town is held harmless;

(e) It will allow the Authority, within the Town's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

ARTICLE V

RATES AND CHARGES; PROJECT PAYMENTS

Section 5.01. Power and Duty to Impose. The Authority shall be authorized and required to impose the following rates, fees and charges on property within the Service Area to fund regional improvements as described in the Plan: (a) a Stormwater Service Fee and (b) a System Development Fee.

Section 5.02. All rates, fees and charges shall be consistent with the terms of this Agreement. The Members have obtained a financial feasibility study report prepared by Alex Brown Consulting, identified as Boxelder Creek Alliance Financial Analysis, and dated May 22, 2008 (the "Feasibility Study").

(a) In order to fund the Authority's projects and operations in accordance with the Feasibility Study, the Members agree that the Authority shall no later than January 1, 2009, establish a Stormwater Service Fee to be collected on an ongoing, regular, basis from owners of property within the Service Area. The Stormwater Service Fee shall be set by the Authority generally based upon impervious area, and on average shall not exceed \$ 0.04 per square foot of impervious area per year or be less than \$ 0.03 per square foot of impervious area per year.

(b) To provide additional funding for the Authority's projects and operations, the Members agree that the Authority shall no later than January 1, 2009, establish a System Development Fee to be collected in connection with development of property within the Service Area no later than at the time of issuance of a building permit. The System Development Fee shall be generally based upon impervious area, and on average shall not exceed \$ 0.30 per square foot of new impervious area or be less than \$ 0.20 per square foot of new impervious area.

(c) The Authority shall review the Stormwater Service Fee and System Development Fee on a biennial basis, and shall adjust the System Development Fee to reflect the investment in the value of assets of the Authority and depreciation of those assets. Modifications of the permitted average range of Stormwater Service Fee and the System Development Fee parameters

may be made by adoption of an amendment to this Agreement.

Section 5.03 Uniformity and Rates and Charges. The rates, fees and charges collected by the Authority shall be uniform within the Service Area, and shall as nearly as practicable result in similar charges to similarly-situated properties. Such rates and charges shall be imposed in sufficient amounts to provide for the Operation and Maintenance expenses of the Authority, and to defray, or provide a reasonable reserve for the payment of, its capital requirements. The Authority is authorized to pledge all or any portion of the revenues derived from its rates, fees and charges, including amounts received from Members pursuant to Section 5.03 hereof in lieu of rates, fees and charges, to the payment of the principal of and interest on the obligations of the Authority issued pursuant to Section 3.01(g) hereof.

Section 5.04. Option of Members to Contribute in Lieu of Authority Collection of Rates and Charges. It is not intended that this Agreement shall deprive any Member of its inherent power to charge for stormwater services and facilities within its boundaries. As to any fiscal year a Member may at its discretion elect to pay directly to the Authority an amount equal to the total of the Authority's rates, fees and charges imposed on property within such Member's jurisdiction, in which case the Authority shall credit the account of each such property and refrain from billing and collection in the affected area. Direct payments of such amounts shall be made by a Member so electing no later than the dates upon which payments by property owners to the Authority would have been due if the Authority had billed such property owners directly. A Member electing to make such payments shall file a written notice with the Authority not later than November 1 of the year preceding the fiscal year as to which it makes such election, stating the fiscal year as to which such election is effective and the specific rates, fees or charges affected, together with evidence satisfactory to the board of the Authority of the appropriation and assignment of funds by such Member's governing body sufficient to fully provide for all payments due as the result of such election. In any case where a Member so elects, nothing shall prevent it from imposing and collecting rates, fees and charges to customers within its boundaries which differ from the Authority's prevailing rates, fees and charges, provided that the Authority does not thereby receive less revenue than it would if it were directly imposing and collecting its own prevailing rates.

Section 5.05. Enforcement/Unpaid Charges a Lien. Any charge due hereunder which shall not be paid when due may be recovered in an action at law by the Authority. All rates, fees and charges imposed pursuant to this Article shall be a lien upon the property to which such fee is associated from the date the fee becomes due until such fee is paid. The owner of every building, premises, lot or house shall be obligated to pay the fee for all service provided for the premises which obligation may be enforced by the Authority by action at law or suit to enforce the lien. In the case that a tenant in possession of any premises or buildings shall pay the charges, it shall relieve the landowner from such obligation and lien but the Authority shall not be required to look to any person whatsoever other than the owner for the payment of such charges. No changes of ownership or occupation shall affect the application of this Article and the failure of any owner to learn that he or she purchased property against which a lien for stormwater authority rates, fees or charges exists shall in no way affect the responsibility for such payment. Any delinquent amount may be enforced by assessment upon the property and premises served

and certification to the County Treasurer for collection under and pursuant to the authority and procedure provided in by applicable law.

Section 5.06. Initial FEMA Grant Funding. The Members have applied for, and received preliminary notice of award of, a FEMA Pre-Disaster Mitigation grant in the approximate amount of \$3 million, for design and construction of certain improvements described in the Plan (the "PDM Grant"). The Members anticipate that the Authority will receive the PDM Grant and use the PDM Grant funds, together with local matching funds in the approximate amount of \$1 million, to design and construct the grant-funded improvements and administer the PDM Grant. The Members agree to share the local match obligation among them, and cash funds or in-kind services in the following approximate proportions: the County – 50%; the Town – 30%; the City – 20%. Such Member contributions shall be made to carry out and complete the PDM Grant project in the specific manner mutually agreed by the Members.

Section 5.07. Repayment to Member Entities. The Authority shall be obligated to, and hereby covenants to repay in full, any amounts advanced or obligations incurred by Member entities on behalf of or under agreement with, the Authority, except as expressly waived in writing by the Member to which such repayment would otherwise be due.

ARTICLE VI

FINANCIAL RECORDS AND ACCOUNTING

Section 6.01. Annual Audit. The books and financial records of the Authority shall be examined annually by an independent auditor, whose report thereon shall be completed and filed for public inspection at the office of the Authority not later than July 1 of the calendar year following the close of the fiscal year for which such records are examined.

Section 6.02. Budget. The Authority shall propose and adopt an annual budget for each ensuing fiscal year, not later than September 1 of the year preceding the fiscal year for which such budget is prepared. The budget shall contain a complete plan for the financial operations of the Authority for such ensuing fiscal year, including an estimate of revenues based upon the then current or most recently adopted schedule of rates, fees and charges and including any other anticipated source of funds for operating or capital purposes, an estimate of the cost of Operation and Maintenance, an estimate of the cost of capital additions and the debt service requirements of bonds, notes or financial obligations issued in connection therewith and a five-year capital improvements plan.

Section 6.03. Payments to and Contributions by Members. Nothing in this Agreement shall prevent any one or more Members from acquiring or constructing all or any portion of the Boxelder Project by agreement with the Authority. Any such agreement may provide either for a cash payment by the Authority to such Member or Members or for a credit in kind against amounts owing by such Member or Members to the Authority, the amount thereof in either case being based upon the actual amounts expended by such Member or Members upon such acquisition or construction. The Authority shall not enter into agreements to extend credit in

kind to such an extent that its funds available for Operation and Maintenance and debt service requirements are impaired.

ARTICLE VII

ADMINISTRATION

Section 7.01. Authority Staff, Attorney, Auditor and Other Staff and Services. The Authority, through its board, shall hire or retain the following:

(a) Authority Manager. The Authority shall retain a manager on a full or part time basis to manage the Authority, or shall contract for management services. The manager shall be answerable to the Directors and may be an employee of any of the Members and, if an employee paid by a Member, the Authority shall enter into a separate contract with the Member which employs the manager, according to the separate agreement to be entered into between the Authority and the Member employing the manager.

(b) Attorney. The Authority shall retain an attorney or shall contract for legal services as needed. The attorney shall be answerable to the Directors.

(c) Auditor. The Authority shall retain an auditor or shall contract for auditing services as needed. The auditor shall be answerable to the Directors.

(d) Other Authority Administrative and Professional Staff and Staff. The Authority shall retain such additional administrative or professional staff on a full or part time basis, or shall contract for administrative or professional services as needed. Any such employees shall be answerable to the Directors and may be an employee of any of the Members and, if an employee paid by a Member, the Authority shall enter into a separate contract with the Member who employs the employee, according to the separate agreement to be entered into between the Authority and the Member employing the employee.

Section 7.02. Due Diligence. The Members agree to exercise due diligence in performing their duties under this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice or other communication given by any Member to the other Members relating to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, addressed to the other Members, at their respective addresses as set forth below; and such notice or other communication shall be deemed given, when so hand delivered or three (3) days after so mailed:

If to the City:

Utilities Executive Director
City of Fort Collins
P. O. Box 580
Fort Collins, CO 80522

With a copy to:

City Attorney
City Attorney's Office
300 LaPorte Avenue
P. O. Box 580
Fort Collins, CO 80522

If to the County:

Public Works Director
Larimer County
Storm Drainage Engineer
P. O. Box 1190
Fort Collins, CO 80522

With a copy to:

George Haas
Larimer County Attorney's Office
224 Canyon Ave., Ste. 200
P. O. Box 1606
Fort Collins, CO 80522-1606

If to the Town

Town Administrator
Town of Wellington
P. O. Box 127
Wellington, CO 80549

With a copy to:

J. Brad March
Wellington Town Attorney
March, Olive & Pharris, LLC
110 E. Oak St., Ste. 200
Fort Collins, CO 80524

Section 8.02. Annexation. In the event that any parcel of real property currently located in unincorporated Larimer County and in the Service Area is annexed into the City or the Town, the Authority, County and annexing entity shall work cooperatively to ensure that the fees, rates and charges collected from or attributable to the annexed property are equitably apportioned. Upon completion of the construction of the Project Improvements, all such Improvements shall be owned by the Authority, except as otherwise expressly agreed and documented in writing by all Members. It is the intent of the Members that annexation of property within the Authority boundaries by a non-Member municipality will not alter the Authority's power or the rates, fees or other charges imposed by the Authority upon such property, except as expressly agreed in writing by the Authority and such annexing municipality.

Section 8.03. Financial Obligations of Members. At the option of any Member obligated to make any payment hereunder, such payment may, at such Member's discretion, constitute an obligation of such Member or its respective Stormwater Utility Enterprise. Obligations of the Members pursuant to this Agreement are hereby made expressly contingent upon the respective governing bodies of the County, Town or the City appropriating annually any funds necessary for the fulfillment of such obligations.

Section 8.04. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the Members hereto (including their respective Stormwater Utility Enterprises) and their respective successors and assigns.

(b) This Agreement is made in and shall be construed and interpreted in accordance with the laws of the State of Colorado.

(c) This Agreement shall not be assigned by any of the Members without the prior written consent of the other Members.

(d) The paragraph headings used herein are for convenience of reference and in no way shall define, limit or prescribe the scope or intent of any provision of this Agreement.

(e) This Agreement shall be construed according to its fair meaning and as if prepared by all Members and shall be deemed to be and contain the understanding and agreement among the Members with respect to the subject matter of this Agreement. There shall be deemed to be no other terms, conditions, promises, understandings, except as expressly agreed in writing by the Members.

(f) Statements or representations, either expressed or implied, concerning this Agreement shall not be binding on any Member except as set forth in any official action or subsequent writing signed by all of the Members. Amendment of this Agreement shall require unanimous consent of all Members.

(g) The Members agree to cooperate in good faith in fulfilling the terms of this Agreement. The Members agree that they will attempt to resolve, by good faith negotiations before reverting to litigation, any disputes concerning the interpretation of this Agreement and any unforeseen questions and difficulties which may arise in implementing this Agreement.

(h) Notwithstanding any other provision of this Agreement or any other incorporated provision, the Members recognize that there are legal constraints imposed upon each of the Members as governmental entities by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and by the respective charters and codes of such Members. Each Member agrees that, subject to such constraints, such Member expects to carry out the terms and conditions of this Agreement. Such constraints include, without limitation, the constraints of TABOR relating to governmental entities incurring multi-year fiscal obligations. Therefore, notwithstanding any other provision of this Agreement to the contrary, in no event shall any Member exercise any power or take any action that shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS,
LARIMER COUNTY, COLORADO

By: _____
Chair

ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

Assistant County Attorney

THE CITY OF FORT COLLINS, COLORADO,
a Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

THE TOWN OF WELLINGTON, COLORADO,
a Statutory Municipality

By: _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN OF WELLINGTON

RESOLUTION NO. 09-2021

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON APPOINTING AND CONFIRMING APPOINTMENTS TO THE BOXELDER STORMWATER AUTHORITY.

WHEREAS, the Town of Wellington ("Town"), the City of Fort Collins ("City"), and Board of Commissioners of Larimer County, Colorado ("County") (referred to collectively as the "Members" or "Member") as provided for C.R.S. Section 29-1-204.2(1), formed the Boxelder Basin Regional Stormwater Authority ("Authority") as an independent governmental entity/drainage authority.

WHEREAS, the Authority was formed and was to be operated in accordance with an Intergovernmental Agreement (IGA) for Stormwater Cooperation and Management dated August 20, 2008, (the "IGA"); and

WHEREAS, the IGA at Section 2.03 provides for a Board of Directors and provides that the Authority shall be governed by a board of directors consisting of five (5) members (the "Directors"), consisting of one each selected by the City, the Town and the County. and two unaffiliated members, representing the public at large, one selected by the City and the County upon mutual agreement and one by the town and County upon mutual agreement. No more than one of such unaffiliated members shall be employed by or an elected official of any Member. Each director shall serve a three (3) year term, with terms staggered and expiring on the 1st day of April or as soon thereafter as the successor director is approved, and

WHEREAS, Richard Seaworth served as the joint County / Town appointed director for a three (3) year term starting April 2018; and

WHEREAS, contingent on County approval appointing Richard Seaworth as the joint County / Town appointed director for a subsequent three (3) year term starting April 2021.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD APPOINTS OR CONFIRMS THE FOLLOWING PERSONS TO SERVE AS MEMBERS OF THE BOXELDER STORMWATER AUTHORITY BOARD OF DIRECTORS:

- Ashley Macdonald to serve as the Town appointed member of the Boxelder Basin Regional Stormwater Authority Board of Directors with a Term expiring April 1, 2024, or until a successor is appointed.
- Richard Seaworth as the joint Town/County appointed member of the Boxelder Basin Regional Stormwater Authority Board of Directors with a Term expiring April 1, 2024, or until a successor is appointed.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 27th day of April, 2021.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: April 27, 2021
Submitted By: Brad March, Town Attorney
Subject: Resolution No. 10-2021 - A Resolution Referring an Ordinance Regarding the Sale of Retail and Medical Marijuana

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

EXECUTIVE SUMMARY

The attached materials include the previously discussed ordinance and referral resolution by which the Town Board would refer to the voters the question of whether retail and medical marijuana sales should be allowed in the Town. As the Board is aware this matter was previously the topic of a proposed initiated ordinance which was submitted to the Town Clerk last year with the requisite number of signatures to place the matter on the ballot. The form of the initiated ordinance was challenged as allowed by the State statute and the municipal judge, acting as the statutory hearing officer, found the proposed ordinance to be insufficient. The Board felt that the question of whether marijuana sales should be allowed in the Town was a question that should properly be presented to the Town's voters, but had concerns that the language of the ordinance, as the hearing officer found, was flawed.

The proponents of the initiated ordinance filed suit in the district court challenging the hearing officer's determination. A number of months ago, our office suggested the potential of correcting the deficiencies in the ordinance and having the Board refer the corrected version of the ordinance to the voters. The proponents had other interests that slowed down the process and the matter languished in the court. These other matters being addressed, the proponents have agreed to the form of the revised ordinance. The parties met with the court which agreed to a final extension of the court briefing deadline. The proponents have agreed that if the Town, through the Board, agrees to present the matter to the voters the proponents will dismiss their lawsuit.

Included in the accompanying materials is a court stipulation which addresses referral of the corrected ordinance and the dismissal of the lawsuits.

The scenario proposed would have the Town Board at the April 20 meeting authorizing the Town attorney to sign the stipulation. The stipulation provides that the petitioner would dismiss the lawsuits so long as the Town Board approves the referral resolution at the Board's May 11th meeting. If signing the stipulation is approved at the April 20th meeting, the stipulation would thereafter be executed by all parties and filed with the court and the Board would then refer the ordinance at its the May 11th meeting.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. RESOLUTION 10-2021 - REFERRING AN ORDINANCE REGARDING SALE OF MARIJUANA TO THE VOTERS
2. DRAFT - WELLINGTON REFERRED ORDINANCE



3. Motion for Dismissal

**RESOLUTION OF BOARD OF TRUSTEE'S OF THE TOWN OF WELLINGTON, CO.
REFERRING ORDINANCE REGARDING SALE OF MARIJUANA TO THE VOTERS**

RESOLUTION NO. 10-2021

TOWN OF WELLINGTON, COLORADO

A RESOLUTION OF THE TOWN BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, REFERRING A BALLOT QUESTION REGARDING THE SALE OF MEDICAL AND RETAIL MARIJUANA TO THE ELECTORS OF THE TOWN AT THE NOVEMBER 2, 2021 ELECTION

WHEREAS, the Town Board of Trustees of the Town of Wellington (the "Town Board of Trustees") has voted to refer to the electorate the question of whether medical and retail sales of marijuana should be allowed in the Town of Wellington and adopt the Article 14 - RETAIL AND MEDICAL MARIJUANA STORES REFERRED ORDINANCE in the form approved by the Town Board of Trustees and to be published on the Town Website at <http://www.wellingtoncolorado.gov/>.

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

Section 1. There is hereby submitted to a vote of the electors of the Town of Wellington, Colorado at the November 2, 2021 election the following ordinance/question:

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

SUBMISSION CLAUSE: Shall the sale of Retail and Medical Marijuana be lawful in the Town of Wellington Colorado and shall the Town be authorized to issue licenses for the sale of Retail Marijuana and Medical Marijuana in the C-3 zoning district in accordance with the referral ordinance submitted to the Town Board by the Town Clerk on April 20, 2021 and published on the Town's website.

Section 2. The Town Board of Trustees hereby authorizes and directs the officers of the Town to certify on or before _____, the ballot title and submission clause in substantially the form set in Section 1. Such ballot title shall be submitted to the eligible electors of the Town at the November 2, 2021 election.

Section 3. The Wellington Town code shall be amended if a majority of the registered voters voting at the election on November 2, 2021 vote "yes" in response to the ballot title in Section 1.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Town of Wellington, Colorado, on the 11th day of May, 2021.

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Full Text of Measure:

Passage of the Ordinance to be referred to the voters of the Town of Wellington:

TOWN OF WELLINGTON

ORDINANCE NO XX-2021

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

WHEREAS Article XVIII, Sections 14 and 16 of the Colorado Constitution. allow the personal and medical use of marijuana in Colorado subject to local; and

WHEREAS, Article XVIII, Sections 14 and 16 of the Colorado Constitution and applicable laws allowed the Town of Wellington, Colorado (the “Town”) to prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or Retail Marijuana Stores and the Town enacted an ordinance prohibiting such operations.

WHEREAS, a citizen initiative was submitted to the Wellington Town Clerk to allow the sale of retail and medical marijuana and the petition was found by a C.R.S. §31-11-110 hearing officer to not be sufficient and the petition therefore was not submitted to the voters of the Town..

WHEREAS, it is unclear to the Wellington Town Board of Trustees (the “Town Board”) whether the voters wish to see the sale of medical and retail marijuana allowed in the Town and the Town Board feels that the question of whether retail or medical marijuana sales should be allowed in the Town should be decided by the Town’s voters.

WHEREAS, members of the Town Board have voiced a willingness, if flaws in the previously submitted initiated ordinance can be addressed that the Town Board might be willing to refer the question of whether retail and medical marijuana should be allowed in the Town to the Town’s voters and there has been a further willingness to refer an initial regulatory scheme to the Town’s voters so long as the Town Board would have full authority to modify the regulatory scheme after following January 1, 2023.

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

Section 1. Articles 13.5 of Chapter 16 and Article 13.6 of Chapter 2 of the Wellington Municipal Code are hereby repealed in their entirety.

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

Article 14 - RETAIL AND MEDICAL MARIJUANA STORES

Sec. 2-14-10 Purpose.

A. The Board of Trustees hereby declares that this Article shall be deemed an exercise of the police powers of the Town for the protection of the economic and social welfare and the health, peace, and morals of the people of the Town.

B. The Town further declares that it is unlawful to cultivate, manufacture, distribute, or sell retail marijuana or medical marijuana, except in compliance with the terms, conditions, limitations, and restrictions set forth in this Chapter, Sections 14 and 16 of Article XVIII of the State Constitution and Article 10 of Title 44, C.R.S. and 1 CCR 212-3 (the “Colorado Marijuana Code”).

Sec. 2-14-20 Powers and Duties of the Local Licensing Authority.

A. The Local Licensing Authority shall grant or deny local Licenses for the distribution and sale of retail marijuana or medical marijuana as provided by law; suspend, fine, restrict, or revoke such Licenses upon a violation of this Article or a rule promulgated pursuant to this Article; and may impose any penalty authorized by this Article or any rule promulgated pursuant to this Article. The Local Licensing Authority may take action with respect to a License accordance with the procedures established pursuant to this Article.

B. The Local Licensing Authority shall promulgate such rules and make such special rulings and findings as necessary for the proper regulation and control of the distribution and sale of Retail Marijuana to be consistent with state law for the enforcement of this Article.

C. This Article 14 incorporates the requirements and procedures set forth in the Colorado Marijuana Code. The Local Licensing Authority adopts the provisions and restrictions set forth in Colorado Marijuana Code and regulations for all Licensees not explicitly addressed within this Article. In the event of conflict between the provisions of this Article and the Colorado Marijuana Code, the more restrictive provision shall control.

D. On and after February 1, 2022, the Local Licensing Authority shall begin processing applications under this Chapter and shall process the applications in the order they are received. The Local Licensing Authority shall administratively approve any License application under this Article so long as the conditions set forth in this Article are met and the applicant has paid the operating fee and any other fees required by this Article. Local Licensing Authority fees (exclusive of State fees) for applications shall not exceed \$5,000.00.

Sec. 2-14-30 Definitions.

Any word or term used that is defined in any of the following provisions shall have the same meaning that is ascribed to such word or term as used in Article XVIII, Sections 14 or 16 of the Colorado Constitution and the Colorado Marijuana Code. C.R.S. §44-10-101, *et seq.* and C.R.S. §25-1.5-101, *et seq.* unless varied hereunder:

Colorado Marijuana Code: Article 10 of Title 44 of the Colorado Revised Statutes, as amended, and any regulations promulgated thereto.

Direct Measurement: A straight line from the nearest property line of the Protected Use to the nearest portion of the building in which the Retail or Medical Marijuana Store License is

located.

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

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

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

Local Licensing Authority: The Board of Trustees of the Town of Wellington shall serve as the Local Licensing Authority unless the Town Board creates a separate Local Licensing Authority empowered to act in such capacity.

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

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

Medical marijuana store A "Medical marijuana business" as defined by the Colorado Marijuana Code but only including a medical marijuana store, and not including a medical marijuana cultivation facility, a medical marijuana products manufacturer, a medical marijuana testing facility, a marijuana research and development licensee, a medical marijuana business operator, or a medical marijuana transporter.

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

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

Protected Use: Those uses defined in Sec. 2-14-70 including Schools, parcels zoned P (Public District) or any parcel containing another Retail or Medical Marijuana Store License or parcels zoned R-1 (Residential District), R-2 (Residential District) and/or R-4 (Residential District).

Retail Marijuana Store: A "Retail Marijuana Business" as defined by the Colorado Marijuana Code but only including a retail marijuana store and not including a retail marijuana cultivation facility, a retail marijuana products manufacturer, a marijuana hospitality business, a retail marijuana hospitality and sales business, a retail marijuana testing facility, a retail marijuana business operator, or a retail marijuana transporter.

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

State Licensing Authority: The Colorado Department of Revenue, Marijuana

Enforcement Division, created for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution, and sale of retail and medical marijuana in this State, pursuant to Articles 10 of Title 44 C.R.S. and Colorado Marijuana Rules 1 CCR 212-3, and other Colorado applicable statutes as applicable and incorporated in the Colorado Marijuana Code.

Sec. 2-14-40 Applications-Licenses.

An application for a License shall be filed in accordance with State law on forms provided by the State Licensing Authority. The application shall contain such information as the State Licensing Authority may require. Each application shall be verified by the oath or affirmation of the persons prescribed by the State Licensing Authority. An application shall be approved or denied by the Local Licensing Authority or the Local Licensing Official and by the State Licensing Authority. An application shall not be approved, and a license shall not be issued if either of the Licensing Authorities find that:

- The applicant knowingly made a false statement or knowingly gave false information with the application; or
- Reliable evidence shows the applicant will operate the proposed retail and/or medical marijuana Store in violation of the Colorado Marijuana Code; or
- Good Cause, as defined in the Colorado Marijuana Code and other applicable law, exists for denial of the application.

Sec. 2-14-50 Denial of Application.

A. The Local Licensing Authority shall deny a Local License application as provided for by the Colorado Marijuana Code and regulations promulgated thereunder, and if the application contains any false, misleading information. If an application is determined incomplete by the Local Licensing Official, the applicant will be notified and be given seven (7) days to remedy and supplement the application to conform to this Article or the application may be denied.

B. The Local Licensing Official shall consider and act upon all applications in accordance with the standards of this Article and in compliance with the Colorado Marijuana Code and regulations. The Local Licensing Authority shall deny any application that is not in full compliance with this Article.

C. The Local Licensing Authority shall formulate a list of all additional requirements if needed in addition to the forms provided by the State Licensing Authority.

D. If the Local Licensing Authority denies a License, the applicant shall be entitled to a hearing.

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

Sec. 2-14-60 Persons Prohibited as Licensees.

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

Sec. 2-14-70 Restrictions for Applications for Marijuana Store Licenses.

A. The Local Licensing Authority shall not receive or act upon an application for the issuance of a Local License pursuant to this Article:

1. Until it is established that the applicant is, or will be, entitled to possession of the Premises for which application is made under a lease, rental agreement, letter of intent or other arrangement for possession of the premises or by virtue of ownership of the Premises.
2. The approval of the application for Licensure for a Retail or Medical Marijuana Store License complies with all zoning ordinances and said zoning ordinances shall be amended as follows:

Retail or Medical Marijuana Store Licenses shall only be permitted in the C-3 zoning district. In addition, the following setbacks will apply:

- a. Retail or Medical Marijuana Store Licenses shall not be permitted to be located within two thousand (2,000) feet of any parcel containing a school; and
- b. A Retail or Medical Marijuana Store License shall not be permitted to be located within five hundred (500) feet of parcels zoned P (Public District) or any parcel containing another retail or medical marijuana store License; and
- c. Retail or Medical Marijuana Store Licenses shall not be permitted to be located within two hundred (200) feet of parcels zoned R-1 (Residential District), R-2 (Residential District) and/or R-4 (Residential District).

B. In addition to the requirements of the Colorado Marijuana Code the Local Licensing Authority shall consider the evidence and make a specific finding of fact as to whether the Premises in which Retail or Medical Marijuana Store licensure application is to be sold is located within any distance restrictions established by, or pursuant to, this Section.

C. The distance measurements and requirements pursuant to this Section shall be computed by Direct Measurement in a straight line from the nearest property line of the land containing the Protected Use to the nearest portion of the building in which the Retail or Medical Marijuana Store License is located.

Sec. 2-14-80 Transfer of Ownership.

A. A Local License granted under the provisions of this Article shall not be transferable except as provided in this Section, but this Section shall not prevent a change of location as provided in the Colorado Marijuana Code.

B. For a transfer of ownership, a Licensee shall apply to the State Licensing Authority and Local Licensing Authority on forms prepared and furnished by the State Licensing Authority. The Local Licensing Authority may charge a fee not to exceed \$1,000.00 to process such transfer and shall permit a transfer of ownership pursuant to this Article in conjunction with the Colorado Marijuana Code.

Sec. 2-14-90 Licensing Renewal.

A. A Licensee shall apply for the renewal of an existing License to the Local Licensing Authority not less than thirty (30) days prior to the date of expiration with a Local Licensing Authority renewal application fee of \$1,500.00. The Local Licensing Authority shall not accept an application for renewal of a License after the date of expiration, except as provided in subsection (B) of this Section. The Local Licensing Authority, in its discretion, subject to the requirements of this Article and based upon reasonable grounds, may waive the thirty (30) day time requirement set forth in this Article. The Local Licensing Authority may hold hearings on Licensing renewal applications including for good cause. Good Cause for purposes of this Section shall mean:

1. The Licensee renewal applicant has violated or has failed to comply with any terms, conditions, or provisions of this Article or the Colorado Marijuana Code or any supplemental law; ordinance; or regulation; or
2. The Licensee has been operated in a manner that adversely affects the public health or welfare of the immediate neighborhood in which the establishment is located.

B. Notwithstanding the provisions of subsection (A) of this Section, a Licensee whose License has been expired for not more than thirty (30) days may file a late renewal application upon the payment of a nonrefundable late application fee paid to the Local Licensing Authority of \$500.00 in addition to the License renewal fee paid to the Local Licensing Authority and any fees due to the State Licensing Authority. A licensee who files a late renewal application and pays the requisite fees may continue to operate until final action to approve or deny the Licensee's renewal application.

C. Notwithstanding the amount specified for the Late Application Fee, the Local Licensing Authority by rule or as otherwise provided by law may, in its discretion, may reduce the amount of the renewal application and/or the late application fee.

Sec. 2-14-100 Fees.

Every Retail and Medical Marijuana Store Licensee shall pay an operating fee at the time of its initial application for licensure and a renewal fee at the time of each application for License renewal. This fee is imposed to offset the cost of administering this License. The initial application fee and renewal fee shall be determined by the Local Licensing Authority and set by resolution, but in no event shall either fee payable to the Local Licensing Authority exceed five thousand dollars (\$5,000.00).

Sec. 2-14-110 Hours of Operation.

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

Sec. 2-14-120 Disciplinary Actions: Suspension-Revocation-Fines.

A. In addition to any other sanctions prescribed by the State Licensing Authority, the Local Licensing Authority has the power, on its own motion after investigation and opportunity for a public hearing at which the Licensee shall be afforded an opportunity to be heard, to suspend or revoke a License issued by the Local Licensing Authority for a violation specified in subsection (B) below. The Local Licensing Authority has the power to administer oaths and issue

subpoenas to require the presence of persons and the production of papers, books, and records necessary to the determination of a hearing.

B. The Local Licensing Authority may take disciplinary action for violations by Licensee or any agent, manager, or employee of Licensee of the Colorado Marijuana Code or this Article.

C. The Local Licensing Authority may, in its sole discretion, issue a fine in lieu of all or any portion of a suspension and may hold all or part of any suspension in abeyance on conditions set by the Local Licensing Authority. When determining whether to impose a fine in lieu of a suspension the Local Licensing Authority may make findings that:

1. The public safety, health and welfare would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes;
2. The books and records of the Licensee are kept in such a manner that the loss of sales that the Licensee would have suffered had a suspension gone into effect can be determined with reasonable accuracy; and
3. The Licensee has not had its License suspended or revoked during the 12-months immediately preceding the date of the motion or complaint that resulted in a final decision in relation to a penalty for violations pertaining to the Licensee.

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

E. Payment of a fine shall be in the form of cash or in the form of a certified check or cashier's check made payable to the Local Licensing Authority, whichever is appropriate.

F. Upon payment of the fine, the Local Licensing Authority shall enter its further order permanently staying the imposition of the suspension, if the fine is paid to a Local Licensing Authority.

G. If the Local Licensing Authority does not make the findings required in this Section and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date finally set by the Local Licensing Authority and Licensee shall be, upon request, afforded a hearing within thirty (30) days.

Sec. 2-14-130 Inspection of Books and Records-Inspection Procedures.

A. Each Licensee shall keep a complete set of all records necessary to show fully the business transactions of the Licensee, all of which shall be open at all times during business hours for the inspection and examination by the Local Licensing Authority or its duly authorized representatives. The Local Licensing Authority may require any Licensee to furnish such information as it considers necessary for the proper administration of this Article and may require an audit to be made of the books of account and records on such occasions as it may consider necessary.

B. The Licensed Premises, including any places of storage where retail or medical

marijuana is stored, sold, or dispensed shall be subject to inspection by the Local Licensing Authority and its investigators, during all business hours for the purpose of inspection or investigation and for examination of any inventory or books and records required to be kept by the Licensee. Where any part of the Licensed Premises consists of a locked area, upon demand to the Licensee, such area shall be made available for inspection without delay. and, upon request by authorized representatives of the Local Licensing Authority, the Licensee shall open the area for inspection.

C. Each Licensee shall retain all books and records necessary to show fully the business transactions of the Licensee for a period of the current tax year and the three (3) immediately prior tax years.

Sec. 2-14-140 Licensing Authority Established.

There is hereby established a Local Licensing Authority to issue only Retail Marijuana Store and Medical Marijuana Store Licenses upon payment of a fee and in compliance with all Local Licensing requirements to be determined by the Local Licensing Authority.

Sec. 2-14-150. Other Marijuana Licenses Prohibited.

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

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

Section 3. Subject to the following, prior to January 1, 2023 modification of the provisions of this ordinance shall require approval of the voters of the Town of Wellington, Colorado. Following January 1, 2023, the Town Board may modify, or repeal this ordinance by ordinance of the Town Board, prior to January 1, 2023, the Town Board may modify this ordinance by ordinance of the Town Board to comply with the Colorado Marijuana Code or other state statute or state regulation.

Section 4. The Board of Trustees declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions. sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

Section 5. All the provisions of the Wellington Municipal Code as heretofore adopted that conflict with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 6. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published or posted. This Ordinance shall become effective immediately upon adoption or passage by the voters.

☒ District Court ☐ Denver Probate Court Larimer County, Colorado Court Address: 201 Laporte Ave. Fort Collins, CO 80521	COURT USE ONLY
Petitioners: TIM MORGEN, an individual AMIE RAKOCZY, an individual v. Respondents: TOWN OF WELLINGTON, a Colorado municipality; KRYSTAL EUCKER, in her official capacity as the Clerk for the Town of Wellington; JOHN JEROME, an individual; MELISSA WHITEHOUSE, an individual. Petitioners: PROSPEROUS WELLINGTON, a Colorado nonprofit corporation TIM MORGEN, an individual AMIE RAKOCZY, an individual MELANIE MURPHY, an individual v. Respondents: TOWN OF WELLINGTON, a Colorado municipality; TOWN OF WELLINGTON BOARD OF TRUSTEES, in their official capacities; KRYSTAL EUCKER, in her official capacity as the Clerk for the Town of Wellington	
J. Brad March March and Olive, LLC, Attorney for Town of Wellington 1312 S. College Ave Fort Collins, CO Phone Number: 970-482-4322 E-mail: bmarch@bmarchlaw.com FAX Number: 970-482-5719 Atty. Reg. #:13355	Case Number: 2020CV030678, and 2020CV030669 Division Courtroom 3C
STIPULATION FOR SETTLEMENT AND CONTINGENT DISMISSAL	

Counsel for Petitioners and Respondents file this stipulation for settlement and contingent dismissal and stipulate and state as follows:

RECITALS

1. Petitioners were the proponents of two citizen initiated ordinances (the “Initiated Ordinances”) , one ordinance intended to allow for the sale of retail and medical marijuana in the Town (the “Initiated Sales Ordinance”) and one intended to allow the imposition of sales taxes on the sale of marijuana in the Town (the “Sales Tax Ordinance”) filed with the Respondent Town of Wellington (Respondents, the Town of Wellington, Town Of Wellington Board of Trustees, and Krystal Eucker, the “Town”).
2. The Initiated Ordinances were submitted to the Wellington Town Clerk as required by C.R.S. §31-11-109 and the signatures on the petition were found to be sufficient.
3. The sufficiency of the Initiated Ordinances was protested by the Respondent Town electors, (“Jerome” and “Whitehouse”) as allowed by C.R.S. §31-11-110. The hearing officer (the “Hearing Officer”) found the Initiated Sales Ordinance to be insufficient and the Sales Tax Ordinance to be sufficient.
4. The Wellington Town Board of Trustees (the “Town Board”), pursuant to C.R.S. §31-11-105 has referred the Sales Tax Ordinance to the Voters to be voted on at the election on November 5, 2021.
5. Petitioners appealed the Hearing Officer’s ruling in case number 2020CV030669 and requested declaratory relief directing the Town to proceed with elections in case number 2020CV030678.
6. The Town and hearing officer took the position that the Initiative Sales Ordinance was flawed.

7. The Town Board is willing to submit and agrees that the question of whether retail and medical marijuana sales should be allowed in the Town is a question that should be presented to the voters of the Town of Wellington (the “Voters”).
8. The Town and Petitioner have agreed to an acceptable form of an alternate ordinance which if submitted to the Voters and approved would allow for the sale of retail and medical marijuana in the Town (the “Referendum Sales Ordinance”).
9. The Town Board at its meeting on April 27, 2021, by motion, approved the form of the Referendum Sales Ordinance and agreed to adopt resolutions or ordinances referring the question of adoption of the Referendum Sales Ordinance to the Voters at the next Town Board meeting on May 11, 2021, so long as both of the above captioned cases are dismissed by Petitioners.

WHEREFORE, the parties, pursuant to CRCP 41(a)(1)(B) stipulate to the dismissal with prejudice of both of the above captioned actions on adoption of an ordinance referring, in substantially the form presented to the Town Board at the April 27, 2021 meeting, the Referendum Sales Ordinance to the Voters.

Dated this 28th day of April, 2021.

March & Olive, LLC,
Town attorney for the Town of Wellington, CO

By: _____
J. Brad March, # 13355

Bell, Gould, Linder & Scott, P.C.
Attorney for Whitehouse

KBN Law, LLC
Attorney for Petitioners

By: _____
Gregory S. Bell, #9630

By: _____
Mario Nicolais, Reg. #38589

Check Issue Date	Payee	Description	Amount
3/2/2021	FIRST NATIONAL BANK	Park Loan Payment	22,454.99
3/3/2021	ABLAW LAW LLC	Judges Monthly Salary	750
3/3/2021	AMAZON	3 LAPTOPS	4,343.97
3/3/2021	BUFFALO CREEK SUBDIVISION AT WELLINGTON	Pump House Electricity	187.65
3/3/2021	CIVICPLUS	Website annual renewl for website hosting & support	5,328.54
3/3/2021	COLORADO ANALYTICAL LAB	Testing	787
3/3/2021	DPC INDUSTRIES, INC	2021 Blanket PO WTP Chemicals	2,958.63
3/3/2021	EMPLOYERS COUNCIL SERVICES, INC.	Training	410
3/3/2021	FARNSWORTH GROUP, INC.	Clarifier Rehab Project Pay Request 14	4,858.50
3/3/2021	GOVCONNECTION, INC.	ADOBE FOR MAHALIA	769.95
3/3/2021	HEINSIGHT SOLUTIONS, LLC	Skylight R&M for WTP	1,165.00
3/3/2021	HYDRO CONSTRUCTION COMPANY	2021 Clarifier Rehab Contract	69,331.14
3/3/2021	INTERSTATES CONSTRUCTION SRVCS	2021 Blanket PO WTP Plant R&M	416.64
3/3/2021	L.C. SALES TAX ADMINISTRATOR	Less 3 1/3% Vendor Fee	12,703.77
3/3/2021	LC UNDERGROUND WATER USERS ASSOCIATION	2021 Pump Fees	1,200.00
3/3/2021	LEWAN & ASSOCIATES, INC.	1/21/21-2/20/21 CONTRACT BASE RATE CHARGE	5,010.65
3/3/2021	MCDONALD FARMS ENTERPRISES, INC.	2021 Blanket PO WWTP Sludge Removal	2,452.00
3/3/2021	OMNISITE	Annual Monitoring Fee for Pump Station	384
3/3/2021	PITNEY BOWES INC.	POSTAGE REFILL FOR METER	320.99
3/3/2021	SAFEBUILT COLORADO, LLC	January Permit Activity	27,622.31
3/3/2021	SHELTON ASSOCIATES, INC.	RO Startup & Training	7,686.25
3/3/2021	SPWRAP % NORTHERN CO WATER CONS DIST	2021 Assessment Fees	656.64
3/3/2021	TREE TOP INC.	2021 Blanket PO for Tree Maintenance	1,587.00
3/3/2021	WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	2021 Blanket for Water Testing	205
3/3/2021	WELLINGTON AREA CHAMBER OF COM	2021 MEMBERSHIP DUES	1,800.00
3/3/2021	WELLINGTON FIRE PROTECTION DIS	Less 5% Vendor Fee	14,060.00
3/9/2021	JUDITH TIPPETTS	USB AC ADAPTER	29.7
3/10/2021	ALLSTATE	FEB PREMIUMS	744.15
3/10/2021	BASIC BENEFITS LLC	FEB 2021 MONTHLY COBRA FEE	26
3/10/2021	CENTURYLINK	Town Utility Bills	310.47
3/10/2021	HealthEZ	Health Insurance Premiums	35,590.12
3/10/2021	HEALTHIEST YOU C/O TELADOC INC	Insurance Premiums	560
3/10/2021	POUDRE VALLEY REA	Town Utility Bills	4,108.55

3/10/2021 RISE BROADBAND	Internet for WWTP	221.26
3/10/2021 TDS	Internet at 3749 Harrison	184.85
3/11/2021 XCEL ENERGY	UTILITIES	11,635.49
3/12/2021 ALL COPY PRODUCTS, INC.	COPIER USAGE	1,699.92
3/12/2021 CHEMTRADE CHEMICALS US LLC	2021 Blanket PO for WTP Chemicals	5,570.80
3/12/2021 CINTAS	2021 Blanket PO for WTP First Aid Restock	239.6
3/12/2021 COLORADO ANALYTICAL LAB	2021 WTP Testing	1,433.20
3/12/2021 EMPLOYERS COUNCIL SERVICES, INC.	SEARCH FEE	200
3/12/2021 FARNSWORTH GROUP, INC.	Clarifier Rehab Project	4,858.50
3/12/2021 HARCROS CHECMICALS INC	2021 Blanket PO for WTP Chemicals	822.88
3/12/2021 INTERMOUNTAIN CONTROLS NICHOLS-GIVEN	MOUNTING KIT	3,642.48
3/12/2021 INTERSTATES CONSTRUCTION SRVCS	2021 Blanket PO WTP Plant R&M	471.12
3/12/2021 JACOBS ENGINEERING C/O BANK OF AMERICA	General Support Selenium Treatment	1,895.00
3/12/2021 JERRY TUCKER	SERVICE	4,879.00
3/12/2021 L.C. SALES TAX ADMINISTRATOR	Less 3 1/3% Vendor Fee	27,361.81
3/12/2021 LEWAN & ASSOCIATES, INC.	MIGRATION-T&M-CONTRACTED	618.75
3/12/2021 MCDONALD FARMS ENTERPRISES, INC.	2021 Blanket PO WWTP Sludge Removal	1,839.00
3/12/2021 MOBILE MINI INC	2021 Mobile Office Rental	1,354.30
3/12/2021 NORTHERN COLORADO SPORTS OFFICIALS	Game Officials	625
3/12/2021 SAFEUILT COLORADO, LLC	February Permit Activity	52,896.89
3/12/2021 SHELTON ASSOCIATES, INC.	BALL VALVE	3,571.75
3/12/2021 SPWRAP % NORTHERN CO WATER CONS DIST	2019-2021 Assessment Fees	6,571.27
3/12/2021 TIMBERLINE ELECTRIC & CONTROL CORP.	2021 Blanket PO for WWTP Service/Repair	9,679.33
3/12/2021 TREE TOP INC.	2021 Blanket PO for Tree Maintenance	375
3/12/2021 UNCC	Subscription	119
3/12/2021 UNITED MAILING	Printing and mailing of monthly utility bills	1,800.60
3/12/2021 WELLINGTON FIRE PROTECTION DIS	Less 5% Vendor Fee	32,338.00
3/12/2021 WHITE CAP CONST. SUPPLY	Supplies	84.79
3/17/2021 FIRST NATIONAL BANK OMAHA	Purchasing Cards 03-01-21 to 03-15-21	13,325.26
3/23/2021 BLACK HILLS ENERGY	Town Utility Bills	4,149.50
3/23/2021 GUARDIAN	Insurance Premiums	6,712.69
3/23/2021 HealthEZ	Health Insurance Premiums	45,073.74
3/23/2021 PINNACOL ASSURANCE	2021 3rd Installment	6,133.00
3/23/2021 TDS	GREENHOUSE INTERNET	149.95

3/23/2021 TDS
 3/23/2021 XCEL ENERGY
 3/25/2021 Jive Communications Inc
 3/25/2021 TDS
 3/25/2021 VERIZON WIRELESS
 3/25/2021 XCEL ENERGY
 3/25/2021 AIRGAS USA, LLC
 3/25/2021 AMAZON
 3/25/2021 BEE LAKE PODUCTIONS, LLC
 3/25/2021 BENNETT PREMIUM LIGHTING
 3/25/2021 BUSINESS CARD FACTORY OF COLORADO
 3/25/2021 CITY OF FORT COLLINS
 3/25/2021 CIVICPLUS
 3/25/2021 COLORADO ANALYTICAL LAB
 3/25/2021 COLORADOAN
 3/25/2021 DANA KEPNER
 3/25/2021 DC FROST ASSOCIATES, INC.
 3/25/2021 DEEP ROCK WATER COMPANY
 3/25/2021 DPC INDUSTRIES, INC
 3/25/2021 DXP ENTERPRISES, INC.
 3/25/2021 E-470
 3/25/2021 EMPLOYERS COUNCIL SERVICES, INC.
 3/25/2021 E-Z POUR READY MIX
 3/25/2021 FACTORY MOTOR PARTS
 3/25/2021 FARIS MACHINERY CO.
 3/25/2021 HACH CO.
 3/25/2021 HYDRO CONSTRUCTION COMPANY
 3/25/2021 IIMC
 3/25/2021 JACOBS ENGINEERING C/O BANK OF AMERICA
 3/25/2021 LEWAN & ASSOCIATES, INC.
 3/25/2021 MARCH & OLIVE, LLC
 3/25/2021 NALCO COMPANY
 3/25/2021 NORTH POUDRE IRRIGATION
 3/25/2021 PITNEY BOWES INC.

Internet Leaper Center	109.9
Town Utility Bills	14,020.94
Town Phone Bill	831.49
3800 WILSON AVE INTERNET	154.85
TOWN CELL PHONES	2,761.49
Town Utility Bills	1,399.94
Supplies	286.54
OFFICE SUPPLIES	3,937.23
2021 4TH FIREWORKS FIST PAYMENT	29,506.40
CHRISTMAS LIGHTING	585
BUSINESS CARDS	123.75
2021 Blanket PO Salt/Ice Buster	9,082.08
IT subscription	2,570.14
2021 WTP Testing	336
Public Hearing Lot 2 Block 1 Boxelder Commons	52.34
Meters & Radios for Meter Exchange Program	19,648.00
LAMP/SLEEVE KITS	1,014.38
1G DISTILLED WATER 4PK	201.77
SODIUM HYPO	4,673.43
Baldor Motor EM4103T for WWTP	2,293.02
TOLL	78.5
MEMBERSHIP	540
Supplies	608
Supplies	426.57
Vactor Sewer Cleaner	490,453.00
WTP MP-6 Portable Meter Package	2,950.04
Engineering	9,039.64
IIMC Membership Dues	200
WWTP EXPANSION DESIGN	305,365.98
MANAGED LICENSING	5,010.65
2021 WATER	8,830.00
2021 Blanket PO for WTP Chemicals	4,454.56
2021 SHARE 49.5	19,117.80
POSTAGE FOR METER	77.4

3/25/2021 RH WATER & WASTEWATER, INC	WTP Monthly Monitoring	700
3/25/2021 S H OF COLORADO INC	REFUND	160,050.00
3/25/2021 STITCHES ACUTE CARE CENTER	Supplies	90
3/25/2021 SUNSTATE EQUIPMENT CO	Supplies	112.7
3/25/2021 TIMBERLINE ELECTRIC & CONTROL CORP.	2021 Blanket PO for WTP Service/Repair	2,189.05
3/25/2021 TREE TOP INC.	2021 Blanket PO for Tree Maintenance	250
3/25/2021 TROPHY CREATIVE LLC	Appreciation Plaque - CAC (Freeman & Kinzli)	37.5
3/25/2021 UE COMPRESSION	Supplies	4,943.36
3/25/2021 UNCC	Supplies	26.2
3/25/2021 WEX BANK	SENIOR BUS	3,186.24



Board of Trustees Meeting

Date: April 27, 2021
Submitted By: Judy Tippetts, Finance Director
Subject: Quarterly Treasurer's Report

EXECUTIVE SUMMARY

Quarterly Financial Report - brief overview of National, Colorado and Town of Wellington financial information.

BACKGROUND / DISCUSSION

Along with the 2nd Quarter Financial Report, information will be provided that was presented by Richard Wobbekind, Senior Economist and Associate Dean for Business and Government Relations who presented to the Denver Metro Managers - Colorado City and County Managers Association (CCCMA). This information provides an in depth look at financial projections statewide and regionally in the state of Colorado.

Additional information will be provided regarding the American Rescue Act Plan of 2021 and the Colorado Legislative Council Economic & Revenue Forecast.

STAFF RECOMMENDATION

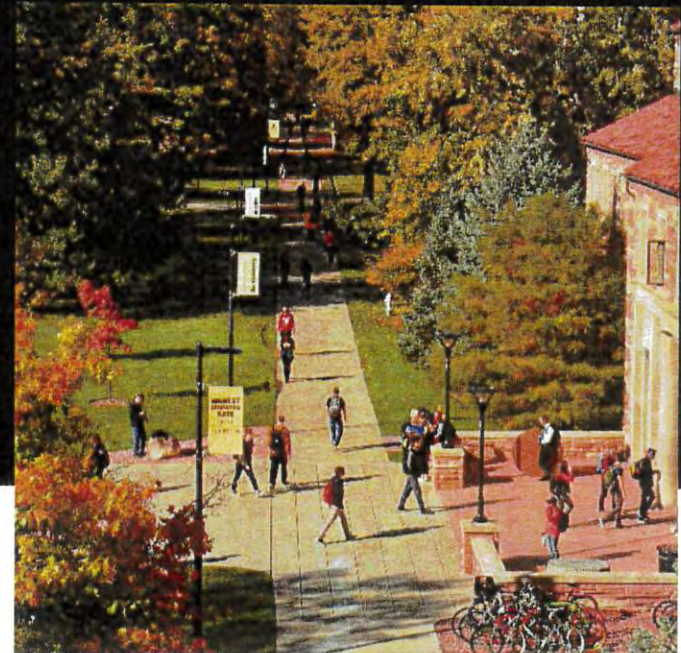
No Action needed. Report and Quarterly update to Board

ATTACHMENTS

1. Colorado City and County Manager's Association - Economic Outlook 2021
2. Town of Wellington 03.31.21 Financials
3. Treasurer's 1Q21 PPT

Denver Metro Managers C.C.C.M.A

2021 Colorado Economic Outlook



Richard Wobbekind

Senior Economist and Associate Dean for Business and Government Relations
Business Research Division
University of Colorado Boulder



Leeds School of Business
UNIVERSITY OF COLORADO **BOULDER**

March 18, 2021

Money and Prices



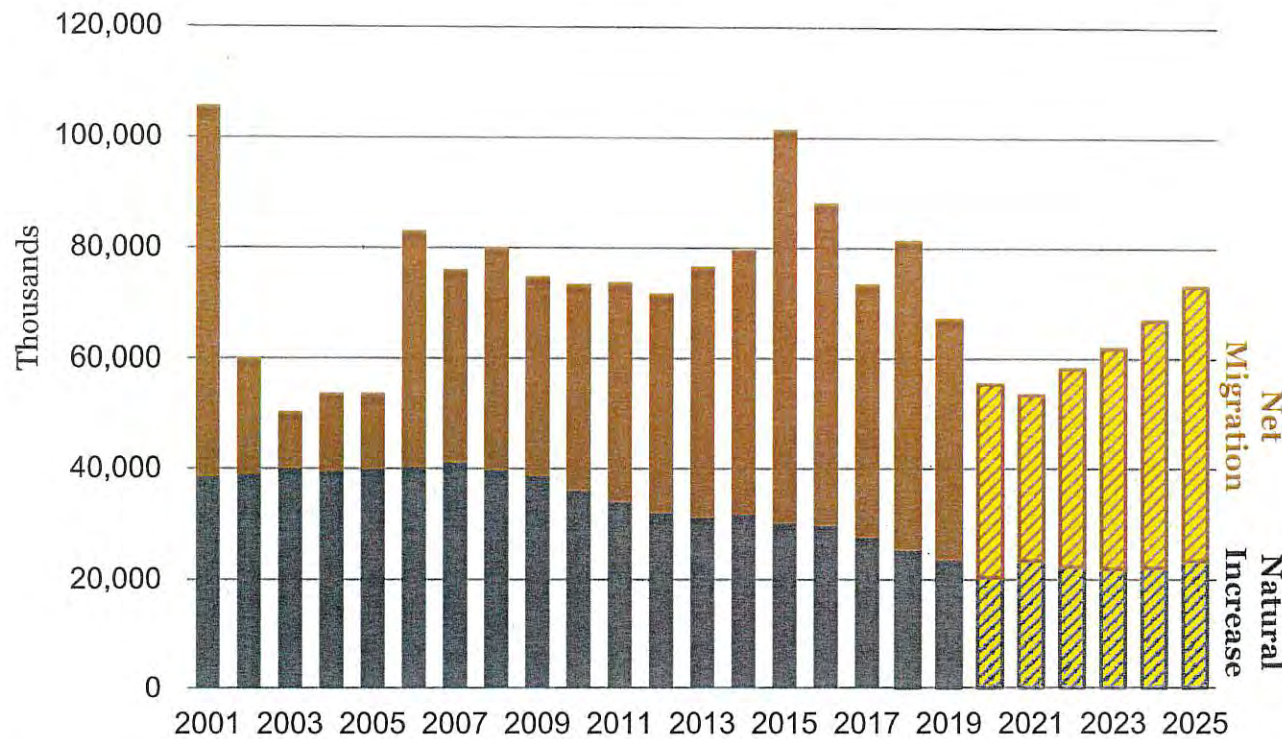
1-Year Growth, January 2021



Colorado Population, Employment, and the Economy



Colorado Change in Population



Colorado's population changes

- 67k in 2019
- 55k in 2020
- 53k in 2021

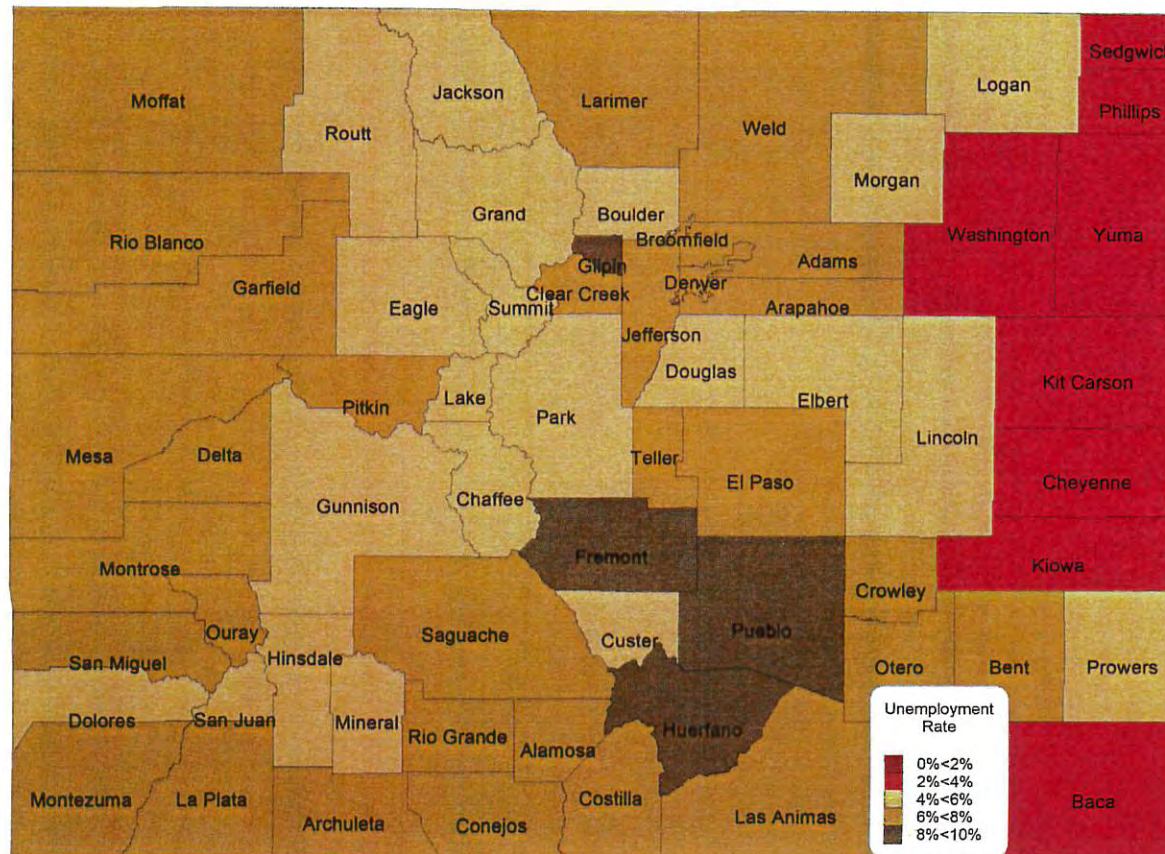
COVID impact on migration

- To the State
- Within the State

Temporary or permanent?

Unemployment Rate by County

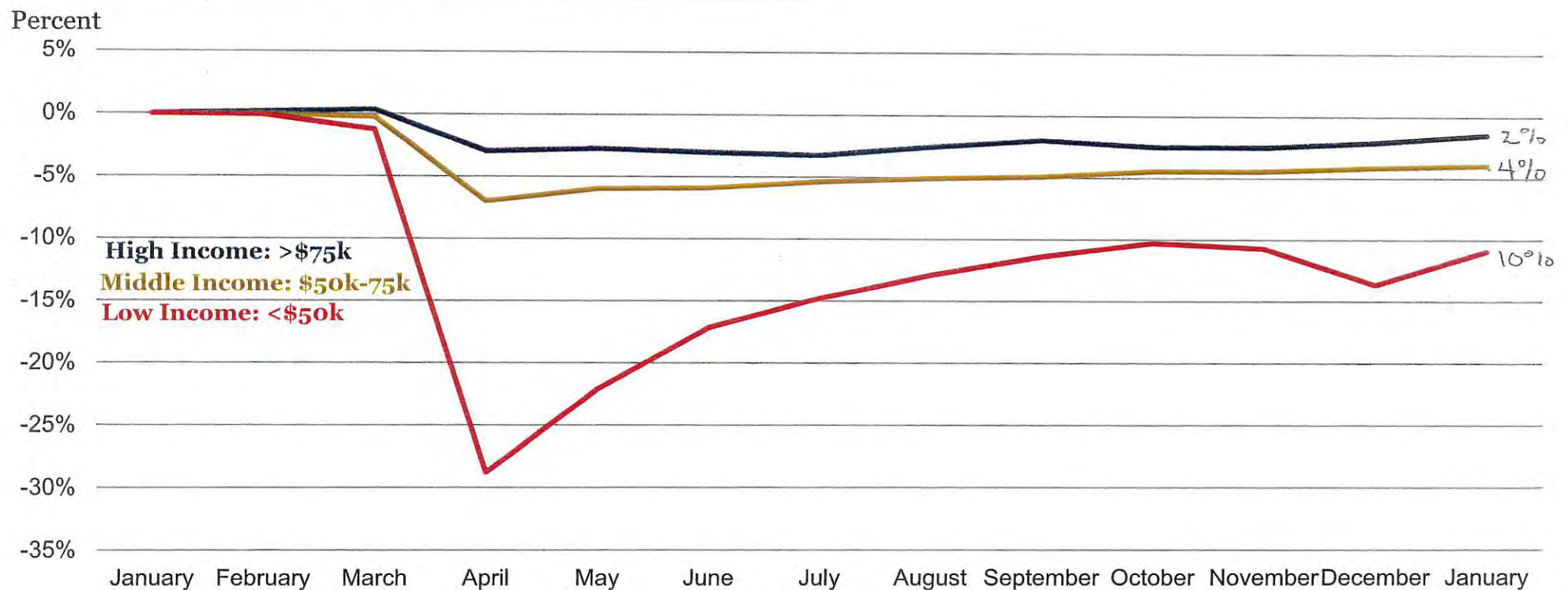
January 2021



Source: Bureau of Labor Statistics (Not Seasonally Adjusted),

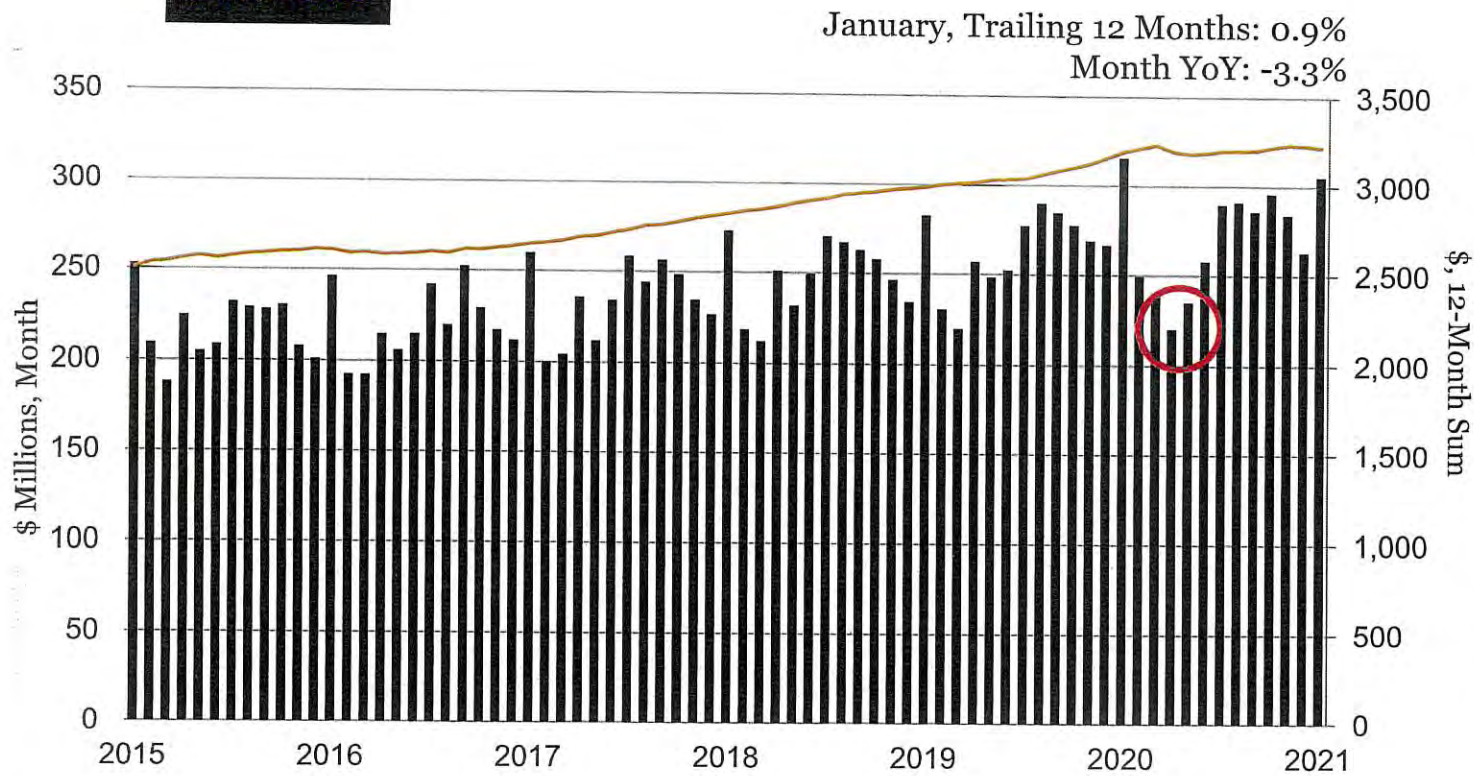
Colorado Employment by Industry Wage Group

Percent Change from January 2020



Sales Tax Collections

Colorado



Year to Date Growth Figures

Denver Metro (Dec.)	-4.7%
City of Boulder (Dec.)	-8.8%
Louisville (Dec.)	-2.9%
Longmont (Dec.)	4.3%
Superior (Nov.)	18.1%
Lone Tree (Dec.)	-23.2%
Fort Collins (Dec.)	-3.3%
Greeley (Dec.)	-6.7%
Thornton (Dec.)	5.5%
Grand Junction (Dec.)	-2.6%
Colorado Springs (Dec.)	-0.15%
Pueblo (Dec.)	2.9%
Colorado (Dec.)	2.3%

Treasurer Financial Report
January 01, 2021 to March 31, 2021



TOWN OF
WELLINGTON

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

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

(All figures Unaudited)

	3/31/2021 ACTUAL	12/31/2021 BUDGET	3/31/2021 YTD	YTD % Change
Revenues				
Taxes and Impact Fees	446,212	4,139,525	772,932	19%
Licenses and Permits	42,900	101,660	154,789	152%
Intergovernmental	-	4,000	1,901	48%
Charges for Services	(22,387)	125,200	44,592	36%
Fines and Forfeitures	-	8,000	713	9%
Earnings and Investments	685	63,000	2,305	4%
Miscellaneous	25	14,000	13,998	100%
Total Revenue	467,435	4,455,385	991,231	22%
Transfers In				
General Fund	267,175	3,206,100	801,525	25%
Total Transfers In	267,175	3,206,100	801,525	25%
Expenditures				
Current:				
General Government	322,119	3,181,111	751,048	24%
Public Safety	8,726	1,611,986	33,846	2%
Public Works	154,531	1,931,521	357,544	19%
Parks and Recreation	30,448	77,910	31,859	41%
Economic Development	13,090	75,000	33,034	44%
Library	26,501	243,035	71,067	29%
Capital Outlay	90,871	1,952,178	90,871	5%
Total Expenditures	646,284	9,072,741	1,369,268	15%
Excess of Revenue over Expenditures	88,326	(1,411,256)	423,489	
Fund Balance at Beg (Estimated)	7,078,957	7,078,957	7,078,957	
Fund Balance at End (Estimated)	7,167,283	5,667,701	7,502,446	132%

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

(All figures Unaudited)	3/31/2021	12/31/2021	3/31/2021	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	141,288	1,426,000	352,771	25%
Licenses and Permits	4,200	58,000	15,150	26%
Earnings and Investments	97	15,000	370	2%
Miscellaneous	-	1,000	4,154	415%
Total Revenue	145,585	1,500,000	372,445	25%
Expenditures				
Current:				
Public Works	36,192	335,592	78,933	24%
Capital Outlay	24,900	2,251,567	24,900	1%
Total Expenditures	61,092	2,587,159	103,833	4%
Transfers Out				
Transfer to General Fund	45,590	547,077	136,769	25%
Total Transfers Out	45,590	547,077	136,769	25%
Excess of Revenue over				
Expenditures	38,904	(1,634,236)	131,843	
Fund Balance at Beg (Estimated)	3,000,853	3,000,853	3,000,853	
Fund Balance at End (Estimated)	3,039,757	1,366,617	3,132,697	229%

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

(All figures Unaudited)	3/31/2021	12/31/2021	3/31/2021	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	82,739	1,160,840	204,027	18%
Charges for Services	558	32,000	558	2%
Earnings and Investments	136	20,000	523	3%
Miscellaneous	-	-	-	0%
Total Revenue	83,432	1,212,840	205,107	17%
Transfers In				
Conservation Trust	-	200,000	-	0%
Total Transfers In	-	200,000	-	0%
Expenditures				
Current:				
Parks and Recreation	42,209	1,125,025	104,703	9%
Capital Outlay	224	266,000	224	0%
Debt Service:				
Principal	20,245	242,304	60,137	25%
Interest	2,210	27,156	7,228	27%
Total Expenditures	64,888	1,660,485	172,292	10%
Transfers Out				
Transfer to General Fund	44,557	534,679	133,670	25%
Total Transfers Out	44,557	534,679	133,670	25%
Excess of Revenue over Expenditures	(26,012)	(782,324)	(100,855)	
Fund Balance at Beg (Estimated)	2,864,394	2,864,394	2,864,394	
Fund Balance at End (Estimated)	2,838,382	2,082,070	2,763,540	133%

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

(All figures Unaudited)	3/31/2021	12/31/2021	3/31/2021	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Intergovernmental	28,561	92,000	28,561	31%
Earnings and Investments	37	9,500	138	1%
Total Revenue	28,598	101,500	28,699	28%
Transfers Out				
Transfer to Park Fund	-	-	-	0%
Total Transfers Out	-	-	-	0%
Excess of Revenue over				
Expenditures	28,598	101,500	28,699	
Fund Balance at Beg (Estimated)	585,807	585,807	585,807	
Fund Balance at End (Estimated)	614,405	687,307	614,506	89%

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

(All figures Unaudited)	3/31/2021 ACTUAL	12/31/2021 BUDGET	3/31/2021 YTD	YTD % Change
Operating Revenues				
Charges for Services	333,748	5,135,866	988,882	19%
Miscellaneous	-	-	-	0%
Total Operating Revenue	333,748	5,135,866	988,882	19%
Operating Expenses				
Administrative	101,858	1,222,301	305,575	25%
Operating	134,347	3,512,442	244,301	7%
Depreciaton	-	-	-	0%
Total Operating Expenses	236,205	4,734,743	549,876	12%
Operating Income (Loss)	97,543	401,123	439,006	109%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	17,588	85,593	19,407	23%
Earnings on Investments	868	150,000	3,323	2%
Interest Expense	-	(449,906)	(48,052)	11%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	868	(299,906)	(44,729)	15%
Income (Loss) Before Transfers & Contributions	98,411	101,217	394,277	
Capital Contributions	304,031	3,441,072	1,093,805	32%
Changes in Net Position	402,442	3,542,289	1,488,082	42%
Net Position Beg (Estimated)	35,744,566	35,744,566	35,744,566	100%
Net Position End (Estimated)	36,147,008	39,286,855	37,232,648	95%
Fund Balance Beg (Estimated)*	17,961,226	17,961,226	17,961,226	
Change**	402,442	(1,414,668)	925,097	
Fund Balance End (Estimated)	18,363,668	16,546,558	18,886,323	

*Fund Balance is broken out into two categories:

Tap Fees \$9,533,296

Raw Water Fees \$8,427,929

**Adds in non cash items and loan principal payments

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

(All figures Unaudited)	3/31/2021	12/31/2021	3/31/2021	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	121,981	1,442,295	370,346	26%
Total Operating Revenue	121,981	1,442,295	370,346	26%
Operating Expenses				
Administrative	63,762	765,145	191,286	25%
Operating	80,782	832,535	187,360	23%
Depreciation	-	-	-	0%
Total Operating Expenses	144,544	1,597,680	378,646	24%
Operating Income (Loss)	(22,562)	(155,385)	(8,300)	5%
Non - Operating Revenues (Expenses)				
Earnings on Investments	523	166,000	2,003	1%
Interest Expense	-	(83,584)	(21,800)	26%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	523	82,416	(19,797)	-24%
Income (Loss) Before Transfers & Contributions	(22,039)	(72,969)	(28,097)	
Capital Contributions	(70,050)	750,000	177,450	24%
Changes in Net Position	(92,089)	677,031	149,353	22%
Net Position Beg (Estimated)	21,901,894	21,901,894	21,901,894	100%
Net Position End (Estimated)	21,809,805	22,578,925	22,051,247	98%
Fund Balance Beg (Estimated)	10,936,894	10,936,894	10,936,894	
Change*	(725,080)	(4,571,720)	(740,591)	
Fund Balance End (Estimated)	10,211,814	6,365,174	10,196,302	

*Adds in non cash items and loan principal payments

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

(All figures Unaudited)				
	3/31/2021	12/31/2021	3/31/2021	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	55,121	625,000	162,057	26%
Total Operating Revenue	55,121	625,000	162,057	26%
Operating Expenses				
Administrative	11,408	136,898	34,225	25%
Operating	657	385,500	1,769	0%
Depreciaton	-	-	-	0%
Total Operating Expenses	12,065	522,398	35,994	7%
Operating Income (Loss)	43,056	102,602	126,064	123%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	11,324	100,400	40,138	40%
Earnings on Investments	53	10,000	202	2%
Total Non-Operating Revenues (Expenses)	11,377	110,400	40,341	37%
Income (Loss) Before Transfers & Contributions	54,433	213,002	166,404	
Capital Contributions	-	-	-	0%
Changes in Net Position	54,433	213,002	166,404	78%
Net Position Beg (Estimated)	3,913,099	3,913,099	3,913,099	100%
Net Position End (Estimated)	3,967,532	4,126,101	4,079,503	99%
Fund Balance Beg (Estimated)	2,123,630	2,123,630	2,123,630	
Change*	54,433	(522,518)	13,220	
Fund Balance End (Estimated)	2,178,063	1,601,112	2,136,850	

*Adds in non cash items and loan principal payments

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

(All figures Unaudited)

	3/31/2021 ACTUAL	12/31/2021 BUDGET	3/31/2021 YTD	YTD % Change
Transfers				
Transfers In	1,245,960	21,241,090	1,245,960	6%
Total Transfers In	1,245,960	21,241,090	1,245,960	6%
Capital Projects				
Down Town Master Plan	-	75,000	-	0%
3749 Harrison Exp & Prop Acq	-	1,300,000	90,871	7%
Comprehensive Plan/Land Use Up	-	132,613	-	0%
Town Hall Space Needs Assessme	-	20,000	-	0%
Economic Development Study	-	80,000	-	0%
Recreation Center feasibility	-	50,000	-	0%
Old Town Street Repairs	-	449,440	-	0%
Newer Subdivison Seal Coat	-	71,461	-	0%
I-25 Interchange at Cleveland	-	666,666	-	0%
Water Plant Expansion Construc	250,916	7,850,000	388,424	5%
Wilson Well Improvements	-	75,000	4,683	6%
Improved Carbon Feed System	-	79,500	-	0%
Buffalo Creek Booster Station	-	25,000	-	0%
Distribution System Improv	-	100,000	-	0%
Nano Plant Expansion	-	37,947	-	0%
Clearwell HS Pump Upgrage	-	25,000	-	0%
Water Source Development	-	2,691,072	-	0%
WWTP Pumps	-	19,000	-	0%
Clarifier Rehabilitaion Projec	88,088	193,726	92,899	48%
WWTP Masterplan	-	132,856	4,955	4%
WWTP Clarifier 3&4 rehabilitat	-	110,000	717	1%
Old Town Street Rehab	-	59,551	-	0%
Storm Drain & Pan Replacements	-	31,800	-	0%
Stormwater Masterplan	-	140,000	-	0%
Parks Master Plan Update	-	40,000	-	0%
Pedestrian Access over Windsor	-	80,000	-	0%
Design at State Highway at	-	64,565	-	0%
Tract F	-	230,000	-	0%
Disinfection byproduct rule compliance (Tank Aereation)	-	50,000	-	0%
RRA and ERP (EPA Mandates)	-	120,000	-	0%
SCADA Improvements	-	70,000	-	0%
Valve Actuator Replacements	-	25,000	-	0%
Filter Media Replacement	-	220,000	-	0%
Redundant Nano/RO motors	-	45,000	-	0%
WWTP Expansion Design	54,450	2,750,000	146,948	5%
WW Line Improvement Projects and Oversizing	-	200,000	-	0%
Selenium Removal Projecdt	-	800,000	788	0%
SCADA Upgrades	-	25,000	-	0%
B-Dams Improvements	-	80,000	-	0%
Outer Canopy Net for Batting Cages	-	20,000	-	0%
Pitching Machine at Batting Cages	-	19,000	-	0%
Replace Soft Trails	224	20,000	224	1%
Winnick Park Playground Resurfacing	-	67,000	-	0%
Highway 1 Intersection Improvements	-	750,000	-	0%
Vehicle Replacement	-	30,000	-	0%
Membranes for Nano	-	28,891	-	0%
Street Sweeper	-	244,000	-	0%
Mower (2)	-	40,000	24,900	62%
John Deere Gator	-	30,000	-	0%
Zero Turn Mower	-	18,000	-	0%
Water Efficiency Program Equipment	-	160,000	98	0%

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

(All figures Unaudited)	3/31/2021	12/31/2020	3/31/2021	YTD
	ACTUAL	BUDGET	YTD	% Change
John Deere Gator	-	15,000	-	0%
Vacuum Truck	490,453	540,000	490,453	91%
Skid Steer Aeration	-	24,000	-	0%
John Deere Gator	-	20,000	-	0%
Total Capital Expenses	393,678	21,241,088	1,245,960	6%
Changes in Net Position	-	2	-	0%
Fund Balance End (Estimated)	-	2	-	0%

Treasurer's Report

First Quarter 2021





General Fund

General Fund 2021

- General Fund Revenues budgeted at \$7,661,485, end of 1st quarter \$1,792,817 or 23.4% of budget.

* Not all revenue are reported monthly i.e. property tax

- Budgeted Revenues: \$7,661,485 Actual: \$1,792,817 or 23.4% of budget
- Budgeted Expenditures: \$9,099,741 Actual: \$1,278,635 or 14.1% of budget



Water Fund Notes:

Water Sales for 2021 budgeted at \$5,095,866, YTD we are at \$988k or 19%, Fiscal Quarter 25%

Prior Year Water Usage:

First Quarter	13.06%
Second Quarter	28.37%
Third Quarter	41.05%
Fourth Quarter	17.53%

Tap Fees for 2021 budgeted at \$750,000, based on 100 taps at \$7,500

Current Tap fee has not been adjusted. 45 taps paid to date at \$247,500, shortfall of \$90,000

Water Purchase budgeted at \$2,058,854

Debt Service \$1,621,453

30% design number higher by \$4,854,842, currently exploring value engineering options

Unintended consequences of the moratorium on foreclosures \$180,000 delinquent utility billing



Sewer Fund Notes:

Phase 3 of the Wastewater Treatment Plant under discussion

Funding

Design fees estimated at \$4.9M

Estimated cost of phase three WWTP \$41M

Anticipated Debt Payment on new plant \$2.3M

Final funding application must be complete in the next 60 days.

Noteworthy: Phase 3 must come online prior to the Water Treatment Plant currently being designed.



Sales Tax

Single Largest Revenue Source General Fund



Sales Tax - Review

Sales tax is the single largest source of revenue for the Town. The sales tax rate for the Town of Wellington is 3.0% and includes food for home consumption.

Sales tax collections have an estimated increase of 28% in 2020 over 2019. Approximately, 11% of this can be attributed to collection of sales taxes on e-commerce sales.

Sales Tax First Quarter 2021

Sales tax collections have an estimated increase of 25.84% for the first quarter of 2021.

	2020	2021	
January	\$232,631	\$275,062	18.24%
February	\$178,165	\$241,391	35.49%
March	\$167,995	\$212,444	26.46%
	<u>\$580,812</u>	<u>\$730,917</u>	25.84%



American Rescue Plan Act (H.R. 1319)

signed into law March 11, 2021

\$1.9 trillion aid package that provides financial aid to families, governments, businesses, schools, non-profits & others impacted by the COVID-19 public health crisis, including:

- \$1,400 direct payments to eligible taxpayers making \$75,000 or less annually
- Expanded and extended unemployment insurance through September 6, 2021
- **\$350 billion for state and local governments**
- \$102 billion for community & economic development, transportation & infrastructure
- \$47 billion for housing, food security, public health & social services
- \$165.4 billion to aid our education system
- \$40 billion for childcare
- \$52.1 billion in new loans and grants for small businesses
- \$65.85 billion for coronavirus vaccine and testing activities

Link to full text; [link to NACo summary](#); [link to HKLaw summary](#)



American Rescue Plan Act (H.R. 1319)

signed into law March 11, 2021

Allocations to individual units of local government are not final until Treasury sets them.

Timing of State & Local Fiscal Recovery Funding

- U.S. Treasury required to pay first tranche to states, counties, and entitlement communities not later than 60- days after enactment (March 11), and second payment no earlier than 12 months after first payment.
- States will have 30 days to distribute funds to non-entitlement communities based on population – with potential for up to three extension requests by a state
- All Fiscal Recovery Funds will remain available until **December 31, 2024**



American Rescue Plan Act (H.R. 1319)

Signed into law March 11, 2021

- To support sewer, water and broadband projects, whether or directly related to COVID-19

Funding Estimate for the Town of Wellington	\$1,846,686
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