



BOARD OF TRUSTEES
May 24, 2022
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to euckerkk@wellingtoncolorado.gov. The email must be received by 4:00 p.m. on the day of the meeting. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

The Zoom information below is for online viewing and listening only.

Join from a PC, Mac, iPad, iPhone or Android device:

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Or join by phone:

US: +1 720 707 2699 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment

C. CONSENT AGENDA

1. Resolution No. 20-2022: A Resolution Approving the Town Administrator's Administrative Plan of Organization

2. Minutes from the May 10, 2022 Regular Board of Trustees Meeting

D. ACTION ITEMS

1. Jacobs Contract Amendments for Extended Water Treatment Plant & Water Reclamation Facility Construction Services
 - Presentation: Dave Myer, Engineer
2. Contract for Materials Testing & Inspection for the Water Reclamation Facility Expansion Project
 - Presentation: Dave Myer, Engineer
3. Public Hearing: Consider Annexation of the Lamb Annexation property into the Town
 - Presentation: Cody Bird, Planning Director
4. Ordinance No. 12-2022: An Ordinance Conditionally Annexing the Lamb Annexation into the Town of Wellington
 - Presentation: Cody Bird, Planning Director
5. Resolution No. 21-2022: A Resolution Authorizing Temporary Road Closures for the Annual 4th of July Celebration
 - Presentation: Kallie Cooper, Community and Business Liaison
6. Ordinance No. 13-2022: An Ordinance Prohibiting the Use of State-Prohibited Fireworks in the Town of Wellington
 - Presentation: Dan Sapienza, March & Olive, LLC, Town Attorney
7. Resolution No. 22-2022: A Resolution Approving the Colorado Regional Opioid Intergovernmental Agreement for the Larimer County Region and Appointing a Representative from the Town of Wellington to Serve on the Larimer Regional Opioid Council
 - Presentation: Dan Sapienza, March & Olive, LLC, Town Attorney

E. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Larimer County Sheriff's Office Monthly Report - April 2022
Verbal Report

- b. Memorandum regarding the Larimer County Floodplain Update - Preliminary results and path forward
Written Report

4. Board Reports

F. EXECUTIVE SESSION

1. Executive Session: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. and the transfer or sale of real property pursuant to Section 24-6-402(4)(a), regarding potential sale of the Thimmig Property. 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 August 22, 2022.
2. Executive Session: For the purpose of considering the purchase, acquisition, lease, or transfer of real property pursuant to Section 24-6-402(4)(a), regarding potential property acquisitions within the Town of Wellington for municipal purposes. 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 August 22, 2022.

G. ADJOURN

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



Board of Trustees Meeting

Date: May 24, 2022
Submitted By: Patti Garcia, Town Administrator
Subject: Resolution No. 20-2022: A Resolution Approving the Town Administrator's Administrative Plan of Organization

EXECUTIVE SUMMARY

Pursuant to Wellington Municipal Code Section 2-3-20(e), the Town Administrator shall propose a plan of organization within 90 days of their appointment. Patti Garcia was appointed as Town Administrator at the April 26, 2022 Board of Trustees meeting with a due date of July 26, 2022.

BACKGROUND / DISCUSSION

The Town Administrator shall propose a plan of organization to the Board of Trustees within ninety (90) days after his or her appointment, which, if approved by the Board of Trustees, shall be adopted by resolution. The administrative plan shall provide for such departments and employees as may be deemed necessary for the efficient administration of the Town. All such employees shall be appointed by the Town Administrator with approval from the Board of Trustees.

STAFF RECOMMENDATION

ATTACHMENTS

1. Resolution_Plan of Organization
2. 2022 Organizational Chart Final_5.20.2022

TOWN OF WELLINGTON

RESOLUTION NO. 20-2022

A RESOLUTION APPROVING THE TOWN ADMINISTRATOR'S PLAN OF ADMINISTRATIVE ORGANIZATION

WHEREAS, Section 2-3-20 of the Wellington Municipal Code provides that the Town Administrator shall proposed a plan of administrative organization to the Board of Trustees within ninety (90) days after his or her appointment, which, if approved by Board Trustees, shall be adopted by resolution. The administrative plan shall provide for such departments and employees as may be deemed necessary for the efficient administration of the Town. All such employees shall be appointed by the Town Administrator with approval of the Board of Trustees.

WHEREAS, the Town Administrator has proposed an administrative plan of organization in the form attached.

NOW, THEREFORE, be it resolved by the Board of Trustees for the Town of Wellington, Colorado, as follows:

1. The Town Board approves the Town Administrator's proposed plan of organization.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of May, 2022.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Residents of Wellington

Board of Trustees

Calar Chaussee, Mayor; Ashley Macdonald, Mayor Pro-Tem; Jon Gaiter, Trustee; David Wiegand, Trustee; Rebekka Kinney, Trustee; Brian Mason, Trustee; Shirrell Tietz, Trustee

Municipal Judge

Town Attorney

Advisory Boards

Town Administrator
1.0 FTE

Deputy Town Administrator
1.0 FTE



TOWN OF WELLINGTON

Town Clerk
1.0 FTE

**Finance Director/
Town Treasurer**
1.0 FTE

Assistant Finance Director
1.0 FTE

Payroll, Benefits and Leave Coordinator
1.0 FTE

Utility Service Coordinator
1.0 FTE

AP/Purchasing
1.0 FTE

Administrative Assistant II + Court Clerk
1.0 FTE

IT Technician
1.0 FTE

Public Works Director
1.0 FTE

Public Works Superintendent
1.0 FTE

Streets Maintenance Operator III
1.0 FTE

Streets Maintenance Operator II
3.0 FTE

Streets Maintenance Operator I
1.0 FTE

Fleet Mechanic
1.0 FTE

Public Works Program Administrator
1.0 FTE

Fleet and Safety Coordinator
0.5 FTE

Civil Engineer III
1.0 FTE

Civil Engineer II
2.0 FTE

Distribution & Collections Lead
1.0 FTE

Distributions & Collections Operator I-III
1.0 FTE

Distribution & Collections Operator I-III
1.0 FTE

Deputy Public Works Director
1.0 FTE

Water Treatment Superintendent
1.0 FTE

Lead Water Treatment Operator
1.0 FTE

Water Treatment Operator I-III
4.0 FTE

Marketing & Communications Specialist
1.0 FTE

Senior Management Analyst
1.0 FTE

Community & Business Liaison
1.0 FTE

Planning Director
1.0 FTE

Building Official
1.0 FTE

Building Permit Technician
1.0 FTE

Development Coordinator
1.0 FTE

Planner I-III
1 FTE

Neighborhood Service Officer
1.0 FTE

Parks & Recreation Manager
1.0 FTE

Recreation Coordinator
1.0 FTE

Assistant Recreation Coordinator
2.0 FTE

Parks Technician III
1.0 FTE

Parks Technician II
2.0 FTE

Library Manager
1.0 FTE

Assistant Library Media Manager
1.0 FTE

Assistant Manager Youth Services
0.75 FTE

Clerk I
2.25 FTE

Human Resources Manager
1.0 FTE

Human Resources Technician
0.5 FTE



Board of Trustees Meeting

Date: May 24, 2022

Submitted By:

Subject: Minutes from the May 10, 2022 Regular Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 05.10.22 BOT Minutes - DRAFT



BOARD OF TRUSTEES

May 10, 2022

6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

An audio recording of the meeting may be requested from the Town Clerk's office.

A. CALL TO ORDER

Mayor Chaussee called the meeting to order at 6:38 p.m.

1. Pledge of Allegiance

Mayor Chaussee asked that all rise for the pledge of allegiance.

2. Roll Call

Mayor Calar Chaussee

Mayor Pro Tem Ashley Macdonald – Arrived at 6:42 p.m.

Trustee Jon Gaiter

Trustee Brian Mason

Trustee Rebekka Kinney

Trustee David Wiegand – Via Zoom

Trustee Shirrell Tietz

Also Present:

Patti Garcia, Town Administrator

Dan Sapienza, March & Olive, LLC, Town Attorney

Krystal Eucker, Town Clerk

Hallie Sheldon, Management Analyst

Cody Bird, Planning Director

Meagan Smith, Deputy Public Works Director

Vik Runkle, Interim Finance Director

Sergeant Matt Cherry, Larimer County Sheriff's Office

Mahalia Henschel, Communications Specialist

3. Amendments to Agenda

Mayor Chaussee asked if there were any amendments to the agenda this evening.

Trustee Gaiter moved to remove item number 1 (WaterNow Alliance MOU) from the consent agenda to a regular action item and to move action item number 4 (Finance Committee) before action item number 1 (Appointments); Trustee Wiegand seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Chaussee

Nays – None

Motion carried.

4. Conflict of Interest

Mayor Chaussee asked if there were any conflicts of interest this evening, to which there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment

The meeting was opened for public comment, Karen Eiffert commented.

2. Proclamation

a. Mental Health Awareness Month

Mayor Chaussee read the Mental Health Awareness Month Proclamation.

b. Kids to Parks Day

Mayor Chaussee read the Kids to Parks Day Proclamation.

C. CONSENT AGENDA

1. ~~WaterNow Alliance Project Accelerator Grant Memorandum of Understanding~~
(Moved to action items)

2. Minutes of the April 19, 2022 Board of Trustees Special Meeting

3. Minutes of the April 26, 2022 Board of Trustees Regular Meeting

Trustee Tietz moved to approve the consent agenda; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – None

Motion carried.

D. ACTION ITEMS

4. Ordinance No. 10-2022 - An Ordinance of the Town of Wellington Establishing the Wellington Finance Committee as a Formal Advisory Board to the Board of Trustees

Ms. Garcia informed the Board that in early 2022, the Board of Trustees requested staff to research options regarding the creation of a Finance Committee Advisory Board for the Town of Wellington. Pursuant to the direction provided at the February 22, 2022 Trustee work session, it was requested that the Wellington Finance Committee Advisory Board be one that has general budget oversight. Additionally, the direction was provided that the committee be made up of seven Wellington residents for two-year terms that would coincide with Board of Trustee elections which are held in April of even-numbered years. It was requested that the members of this Committee be dedicated to this Advisory Board only and that interviews for the Finance Committee be conducted by the full Board of Trustees in an open meeting.

The meeting was opened for public comment; there were no comments.

Trustee Gaiter moved to approve Ordinance No. 10-2022 - An Ordinance of the Town of Wellington Establishing the Wellington Finance Committee as a Formal Advisory Board to the Board of Trustees with the amendment to section 2-16-30.a.2 Striking the Language “and shall be conterminous with the annual Board of Trustee elections in April of even-numbered years”; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – None
Motion carried.

1. Board of Trustee Appointments to Boards and Commissions

Mayor Chaussee read the Mayoral Proclamation making liaison appointments to various boards and commissions as follows:

1. Community Activities Commission liaison: Shirrell Tietz
2. Parks and Recreation Advisory Board liaison: Rebekka Kinney
3. Wellington Housing Authority appointee: Calar Chaussee
4. Behavioral Health Policy Council appointee and alternate: Dave Wiegand, Alternate Brian Mason
5. Colorado Municipal League (CML) Policy Committee appointee: Patti Garcia, Alternate Kelly Houghteling
6. North Front Range Regional Solid Waste Policy Council appointees: Rebekka Kinney, Alternate Ashley Macdonald
7. Wellington Finance Committee: Jon Gaiter

2. Ordinance 11-2022 - An Ordinance Amending the 2022 Adopted Budget

Ms. Runkle presented a summary of changes to the 2022 adopted budget. Budgets change almost immediately because there are projects that begin in the previous year but are not completed so those obligations must be “carried over” into the following year to complete the projects.

In addition to the “carry overs,” the Town decision-makers made decisions after the 2022 Budget was adopted. The highlights of these changes include:

- Increase General Fund transfer to both the Water and Wastewater utilities;
- Decrease to General Fund to the CIP Fund and elimination of projects/expenditures to help offset those transfers;
- Debt issuance and defeasance of debt;
- Additional reductions in Street Fund due to workload issues; and
- Decreases in Water, Wastewater, and Drainage projects to focus on the work related to the construction of the Treatment Plant Expansions.

The meeting was opened for public comment; Karen Eiffert, Mario Quinonez, Christine Gaiter and Lisa Chollet made comments.

Trustee Mason moved to approve Ordinance 11-2022, An Ordinance Amending the 2022 Adopted Budget with an amendment striking the Street and Drainage Fund items; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – None

Motion carried.

3. Lease Agreement for Water Treatment Plant Expansion

Ms. Smith informed the Board that before them is a lease agreement between the Town of Wellington (Town) and North Poudre Irrigation Company (NPIC) for 3.35 acres adjacent to the existing Water Treatment Plant (WTP). A lease agreement is necessary for the Town to commence construction activities for the Water Treatment Plant Expansion Project (Expansion) while land purchase negotiations are finalized with NPIC.

The Town currently leases 5.23 acres from NPIC at the southwest corner of N CR 11 and E CR 68,

the site of our existing Water Treatment Plant. This land lease is included as part of a 1983 Agreement between the Town and NPIC. Among other provisions, this Agreement outlines the lease of the 5.23 acres, defines the terms for NPIC to provide raw water supplies to the Town, and identifies a 30-foot easement to the benefit of NPIC along the north portion of the existing lease area to provide access west of the WTP.

Through the planning process for the current Expansion, the Town identified the need for additional land. The Town approached NPIC in the Spring of 2021 to discuss an expansion of the existing lease area. Through this discussion, NPIC and the Town determined the best path forward is for the Town to purchase the existing lease area and the proposed expansion area.

The Town solicited and received an appraisal of the proposed purchase area in July 2021. NPIC formally entered negotiations with the Town in September 2021. These negotiations are ongoing, with an expectation to finalize in early Summer 2022.

Through the negotiation process, NPIC agreed to release the access easement along the north side of the WTP and have the Town replace the access with a gravel road to be located on NPIC property, along the south edge of the WTP.

A lease agreement is necessary for the Town to commence construction activities for the Expansion project, allowing the Expansion to stay on schedule as the Town works with NPIC to finalize negotiations for the land purchase and works with Larimer County to work through the minor land subdivision process.

The meeting was opened for public comment; there were no comments.

Mayor Pro Tem Macdonald Moved to approve the Lease Agreement between North Poudre Irrigation Company and the Town of Wellington for the expansion of the Water Treatment Plant and to authorize the Mayor to execute the Lease Agreement in substantially the same form as included in the packet if approved by the North Poudre Irrigation Company Board of Directors and upon final approval by the Town Attorney; Trustee Tietz seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – None

Motion carried.

5. WaterNow Alliance Project Accelerator Grant Memorandum of Understanding

Ms. Sheldon informed the Board that The Town of Wellington was awarded a grant in January 2022 to create a Wellington Water Efficiency Campaign which would provide educational resources, including best practices, for residents. The town has been granted 250 hours of professional support for six months (valued at \$25,000) to develop this campaign with the WaterNow Alliance. The WaterNow Alliance Project Accelerator program focuses on providing high-value capacity and expertise to public water, wastewater, and stormwater agencies to make substantial progress locally in water-saving practices. This program provides professional hands-on support and technical program assistance to local water providers in developing water efficiency programming.

The Town of Wellington will work with WaterNow to create a specialized water efficiency campaign that provides educational resources and information for residents. This educational campaign has been identified as a key activity in Wellington's Municipal Water Efficiency Plan, along with 28 other water efficiency activities which are slated for implementation over a ten-year

horizon. As part of the project, the Town aims to understand the unique needs of our population, including those that are on a fixed income, homeowners associations, and Spanish-speaking households. The Town has an overarching goal to engage 100 new residents with their water efficiency programming within one year. Creating a targeted water efficiency campaign with attainable goals for Wellington's residents will reduce utility treated water, as well as related stormwater, wastewater, and non-potable irrigation systems, which will benefit the long-term supply of the Town and larger region.

This project will occur over a 6-month process starting once this memorandum has been signed and will incorporate a 6-phase approach. These 6 phases include background research, peer community reviews, stakeholder interviews and meetings, draft feedback opportunities, toolkit development, etc. The final deliverable for this project will be an adaptable outreach and communication toolkit for Wellington's water use efficiency and conservation programming that can be used now and adapted for future needs of the community.

The meeting was opened for public comment; Brittany Friar, Hannah Michaud, Mario Quinonez, Karen Eiffert, Kathy Wydallis and Lisa Chollet provided comments.

Mayor Pro Tem Macdonald moved to approve the WaterNow Alliance Project Accelerator Grant Memorandum of Understanding; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Kinney, Macdonald, Chaussee

Nays – Gaiter, Mason, Tietz, Wiegand

Motion failed.

Mayor Chaussee closed the regular meeting at 8:57 and opened the Liquor License Authority.

E. LIQUOR LICENSE AUTHORITY

Roll Call

Mayor Calar Chaussee

Mayor Pro Tem Ashley Macdonald

Trustee Jon Gaiter

Trustee Brian Mason

Trustee Rebekka Kinney

Trustee David Wiegand

Trustee Shirrell Tietz

1. Special Event Permit Application – Brewfest

Ms. Eucker informed the Board that Wellington Main Streets Program (WMSP) has submitted an Application for a Special Event Permit to serve fermented malt beverages on June 4, 2022 during Wellington Brewfest. WMSP has submitted all documentation for the permit including the application, premise map, permission for the use of the premise, Certificate of Good Standing from the Colorado Secretary of State that shows their nonprofit status and the special event questionnaire.

The meeting was opened for public comment, Karen Eiffert provided a comment.

Trustee Kinney moved to approve the Special Event Permit Application; Mayor Pro Tem Macdonald seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – None
Motion carried.

Mayor Chaussee closed the Liquor License Authority at 9:08 and resumed the regular meeting.

F. REPORTS

1. Town Attorney
None.
2. Town Administrator
Ms. Garcia informed the Board that she would be providing options for funding the HUG Grant, although, in the meantime, applications will be approved.
Ms. Garcia sought direction from the Board if they would like to see an ordinance regarding fireworks on the May 24th agenda; the general consensus of the Board was to provide an ordinance at the next meeting.
3. Staff Communications
 - a. Larimer County Sheriff's Office Monthly Report - March 2022
Seargent Cherry provided a verbal overview of the Monthly Report.
 - b. Quarterly Report - Wellington Main Streets Program
 - c. Boys and Girls Club Report
4. Board Reports
Trustee Kinney gave a reminder of the Larimer County Landfill public meeting on May 18, 2022 and thanked the Public Works Department for their work for the Safe Routes to School Program grant.

Trustee Gaiter commented that he is supportive of staff working on a fireworks ordinance. Trustee Gaiter would like to revisit fund transfers at a work session.

Trustee Tietz informed the Board that the CAC might bring some ADA accommodation requests to the Board.

G. ADJOURN

Trustee Gaiter moved to adjourn the meeting; Mayor Pro Tem Macdonald seconded the motion.

Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – None

Motion carried.

The meeting was adjourned at 9:46 p.m.

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: May 24, 2022
Submitted By: Dave Myer, Engineer
Subject: Jacobs Contract Amendments for Extended Water Treatment Plant & Water Reclamation Facility Construction Services

- **Presentation: Dave Myer, Engineer**

EXECUTIVE SUMMARY

Contract Amendments with Jacobs Engineering will be presented for approval regarding extended services during construction of the Water Treatment Plant and Water Reclamation Facility.

BACKGROUND / DISCUSSION

Jacobs' existing executed scope of work for Construction Services included budget for a full-time Resident Project Representative (RPR) and engineering services during construction at the Water Treatment Plant (WTP) based on an 18-month construction period and on a 20-month construction period for the Water Reclamation Facility (WRF). The Construction Manager at Risk (CMAR) Contractors, as part of their recently signed contracts, included extended construction schedule durations of 27 months for the WTP and 30 months for the WRF, nine (9) months and ten (10) months longer than the duration assumed in Jacobs' existing contracts. The increased construction durations for both plants resulted in added scope for on-site and office-based engineering services.

Jacobs and Town staff have had several meetings to discuss the RPR role and schedule for services based on construction schedules recently provided by the CMAR Contractors (Hensel Phelps for the WTP, and Moltz for the WRF). Jacobs and Town staff recommend an extension of RPR coverage and engineering services during construction for both projects to fulfill the defined contractual role of the RPR. Furthermore, both Contractors have assumed a full-time RPR on site during construction as part of their Guaranteed Maximum Price (GMP). To reduce the cost of these contract extensions, Jacobs and Town staff have negotiated that a single RPR will be used during the initial four months of construction at both plants at approximately half-time as the Contractors are initiating activities. Town engineering staff will fulfil some of the RPR roles during this interim period. After this ramp-up period, instead of the RPR, two of the Town's staff engineers will assist with construction administration by being responsible for preparing all the weekly meeting agendas, meeting minutes and action logs for distribution to the project team (Town Staff, Engineer, and CMAR Contractors), including follow-up and coordination of any action items resulting from the meetings. This construction administration assistance by the Town will be provided for the entire duration of both construction periods.

Both Contractors have based their GMP and construction services contracts, which have been fully executed for both plants, on stipulations in the Supplemental Conditions that an RPR will be provided during the duration of construction. If the RPR is not provided, the Contractors could potentially bring forth price and schedule modifications, or additional contractors will .

The level of effort for the RPR at each plant will require 40 hours per week once the ramp-up period is completed. The existing Jacobs contracts contain more information on the critical roles of the RPR and office-based engineering services that are necessary during construction. As extracted from those contracts, the RPR will be fulfilling roles related to the following topics:

- Document Management System and Procedures
- Payments to Contractor
- Site Coordination, including:
 - Permits, Bonds, and Insurance
 - Communications
 - Attendance at Weekly Progress Meetings
- Changes, including:
 - Minor Variations in the Work
 - Coordinate Issuance of Changes
 - Review of Contractor's Requested Changes
 - Claims and Disputes
- Project Controls, including:
 - Contractor's Schedule Submittal
 - Contractor's Schedule Updates
 - Effect of Change Orders
- Field Inspection, including:
 - Review of Work
 - Deficient and Non-Conforming Work
 - Performance and Witness Testing
 - Regulatory and Third-Party Testing and Inspections
 - Subsurface and Physical Conditions
 - Substantial and Final Completion
 - Independent Testing and Special Inspection Services
- Safety
- Services During the Close-Out Phase, including:
 - Manufacturer Operation and Maintenance Manuals and Training
 - Warranties, Guarantees, Lien Releases

These extensions to Jacobs' contracts will be funded from the owner's contingencies within the GMP of each plant's construction expansion budget that has been approved by the Board.

STAFF RECOMMENDATION

TRUSTEE ACTION OR RECOMMENDED ACTION

Staff has identified the following options for Trustee consideration:

1. Approve execution of contract amendments with Jacobs Engineering Group in the not to exceed amount of \$210,280 and \$238,880 for the Water Treatment Plant and Water Reclamation Facility, respectively, for extended services during construction, including the Resident Project Representative, with monies being funded from the owner contingencies contained within the Guaranteed Maximum Price of each project.
2. Approve execution of contract with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of contract amendments, no later than June 14, 2022, and provide staff direction regarding additional information or amendments the Trustees would like to request for their further consideration.
4. Vote to deny contract amendments.

ATTACHMENTS



1. Wellington Jacobs WTP Contract Amendment DRAFT
2. Wellington Jacobs WRF Contract Amendment DRAFT



Town of Wellington
3735 Cleveland Avenue
P.O. Box 127
Wellington, CO 80549
PUBLIC WORKS (970) 568-0447
TOWN HALL (970) 568-3381

WELLINGTON WATER TREATMENT PLANT EXPANSION ENGINEERING DESIGN AND CONSTRUCTION SERVICES

AMENDMENT SIX TO CONTRACT FOR SERVICES, GL No. 211-80-4010

Parties. The parties to this Amendment are the Town of Wellington, 3735 Cleveland Avenue, Wellington, Colorado 80549 (Town) and Jacobs Engineering Group Inc., 200 East 7th Street, Loveland, Colorado, 80537 (Consultant).

Purpose of Amendment. This Amendment constitutes the sixth amendment to the Engineering Design and Construction Services Contract (Contract) between the Town and the Consultant. This amendment is primarily to extend Jacobs' services during construction to accommodate the Contractor's (Hensel Phelps Construction Co.) construction schedule identified in the recently executed Phase 2, Construction Services Contract.

The original Contract, effective December 17, 2020, is for all engineering design and construction services related to the expansion of Wellington's Water Treatment Plant (WTP) for a total Contract amount of three million three hundred seventy-seven thousand two hundred fifty-seven dollars and no cents (\$3,377,257.00) with an expiration date of June 30, 2025. Amendment 1, effective December 17, 2020, increased the total Contract amount to three million four hundred five thousand two hundred seventy-eight dollars and no cents (\$3,405,278.00). Amendment 2, effective December 20, 2021, increased the total Contract amount to three million four hundred thirty-nine thousand eight hundred twenty-eight dollars and no cents (\$3,439,828.00). Amendment 3, effective February 4, 2022, did not change the Contract Amount. Amendment 4, effective February 10, 2022, increased the Contract amount to three million four hundred sixty-nine thousand five hundred six dollars and no cents (\$3,469,506.00). Amendment 5, effective February 15, 2022, increased the Contract amount to three million four hundred eighty-five thousand five hundred two dollars and no cents (\$3,485,502). On the effective date of Amendment 6, the total Contract amount will be amended to three million six hundred ninety-five thousand seven hundred eighty-two dollars and no cents (\$3,695,782.00).

Term of the Amendment. This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract.

Amendment(s).

1. Add Task 10.9, Resident Project Representative Extension, with a budget of two hundred ten thousand two hundred eighty dollars and no cents (\$210,280.00.00) to accommodate the Contractor's construction schedule.
2. Task 7: As a result of additional time required for value engineering, CMAR Contractor development of the Guaranteed Maximum Price (GMP), and the Town's review of the 90% design, extend completion date of 100% final design plans and specifications to May 20, 2022.

Amended Responsibilities of the Consultant. Responsibilities of the Consultant are subject to fulfillment of the attached Scope of Work within the stated fees of \$210,280.00.

Amended Responsibilities of the Town. Responsibilities of the Town are subject to any provisions within the attached Scope of Work and payment to the Consultant for these additional services not to exceed \$210,280.00.

Same Terms and Conditions. Except for items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Town and the Consultant, remain unchanged and in full force and effect.

Entirety of Contract. The original Contract, consisting of fifty-four (54) pages, Amendment One, consisting of nine (9) pages (including attachments), Amendment Two, consisting of nine (9) pages (including attachments), Amendment Three, consisting of seven (7) pages (including attachments), Amendment Four, consisting of ten (10) pages (including attachments), Amendment Five, consisting of ten (10) pages (including attachments), and this Amendment Six, consisting of six (6) pages (including attachments), represent the entire and integrated Contract between the parties.

Signatures. The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

TOWN OF WELLINGTON

Signature

Date

Printed Name

Title

JACOBS ENGINEERING GROUP INC.

Signature

Date

Printed Name

Title

Draft
Not for Signing



Town of Wellington Water Treatment Plant Improvements – Amendment 6

Services During Construction Resident Project Representative Extension

Scope of Services

Jacobs Engineering Group Inc. (CONSULTANT) agrees to furnish the Town of Wellington (TOWN) professional services for the TOWN's Water Treatment Plant (WTP) Improvements Project (Project) based on the following task descriptions. This scope of services will supplement the Wellington Water Treatment Plant Expansion Engineering Design and Construction Services Contract GL No. 211-80-4010 effective September 12, 2020, to provide additional engineering services during construction by providing additional Resident Project Representative (RPR) coverage during the extended construction schedule. The CONSULTANT's cost estimate for these supplemental services is based on the task descriptions in this scope.

The TOWN has designated Mr. Dave Myer, Civil Engineer II, as TOWN Project Manager for the work performed in this Amendment. He will be the primary point of contact with respect to the work performed under this Amendment, with authority to transmit instructions, receive information, interpret and define TOWN policies and decisions relative to elements pertinent to the work covered by this Amendment.

Project Purpose and Background

The TOWN is planning to expand their water treatment plant (WTP) to a raw water flow rate of approximately 4.2 million gallons per day. The expansion will include new filtration, flocculation/sedimentation, ozone, solids drying beds, and backwash equalization processes.

CONSULTANT's executed scope of work under Task 10 (On site Services During Construction) included budget for the full-time RPR at the WTP based on an 18-month construction period. The Construction Manager at Risk (CMAR) Contractor proposed an extended construction schedule duration of 27-months, nine (9) months longer than the duration assumed in CONSULTANT's current Contract. The increased construction duration results in added scope for on-site and office-based engineering services.

CONSULTANT and the TOWN have had several meetings to discuss the RPR role and schedule for services based on the WTP Plant Expansion project schedule provided by the CMAR Contractor. CONSULTANT recommends an extension of RPR coverage for the WTP project to fulfill the defined contractual role of the RPR during construction. Amendment 6 is to extend the RPR service through the duration of the construction period as outlined in the modified task description below.

Task 7 – 100% Final Design Plans and Specifications

As a result of the additional time required for value engineering, CMAR Contractor development of the Guaranteed Maximum Price (GMP), and TOWN review of the 90% design, the completion date for Task 7 is extended to May 20, 2022.

Task 10 - On site Services During Construction

The purpose of this task is to manage, coordinate and lead the CONSULTANT team's activities and perform administration of the CONSULTANT's work activities. The CONSULTANT will perform the following additional subtask to reflect the additional effort with the extended construction schedule. All applicable assumptions included in the executed Contract remain unchanged, except as defined in Subtask 10.9 to clarify the change in level of effort and services.

Sub Task 10.9 – Resident Project Representative Extension

The CONSULTANT will provide an on-site RPR to perform the services defined in Task 10 for an additional 9-month construction period, commensurate with the CMAR Contractor's currently estimated duration for construction of 27 months (CONSULTANT had originally assumed an 18-month duration for RPR services). The level of effort for the RPR services is assumed to be an additional 1,204 hours of RPR services during this time period. The following assumptions were used in the development of the level of effort.

Assumptions:

- A single RPR will be used during the initial four (4) months of construction to cover both the wastewater treatment plant (WWTP) and WTP projects for the TOWN. Thus, the RPR will be part-time on each of the two projects during this time.
- The TOWN will provide a staff representative for the WTP project to assist with construction administration by being responsible for preparing all the weekly meeting agendas, meeting minutes and action logs for distribution to the project team (TOWN, CONSULTANT and CMAR Contractor), including follow-up and coordination of action items resulting from the meetings. This construction administration assistance by the TOWN will be provided for the entire duration of the construction period.
- CONSULTANT will maintain the CONSULTANT RPR Rate over the duration of the construction period at \$170.00 per hour.
- The proposed RPR during the initial four (4) month duration is expected to be Mr. David Rapier. After the initial four-month duration, Mr. David Rapier would transfer to be full-time on the WWTP project. In approximately February 2023, the RPR role at the WTP is expected to be Mr. Mark Remmers. Jacobs anticipates bridging the gap between Mr. Rapier and Mr. Remmers with a staff RPR to be determined based on availability. Due to the long duration of the construction period extending into the year 2024, CONSULTANT may use qualified staff members other than those identified above to fulfill the RPR role.

Schedule

The additional RPR services described in Task 10.9 will be completed by July 29, 2024, which is the proposed final completion date the CMAR Contractor indicated at the March 29, 2022 Board of Trustee

meeting. This will extend the current overall completion schedule in CONSULTANT’S contract to July 29, 2024.

Payment

Compensation will be on a time and material basis with labor billed at hourly labor rates based on labor code. Direct expenses will be billed at actual cost or standard billing rates. The hourly billing rates include allowances for salary, benefits, overhead, and profit. Other expenses will include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. A budgetary amount for the CONSULTANT’s services is included in **Table 1**.

CONSULTANT shall make reasonable efforts to complete the work within this budget and will keep TOWN informed of progress toward that end so that the budget or work effort can be adjusted if necessary. CONSULTANT shall not exceed the total budgetary amount without prior written approval from the TOWN. CONSULTANT is allowed to manage to the overall total Contract budget, which allows underruns or overruns at the sub task level.

Fee Schedule Amendment 6

Table 1

**Town of Wellington Water Treatment Plant Expansion
Resident Project Representative Extension**

Team member/Role		Resident Project Representative	Hours	Labor	Expenses	Total
	Rate	\$170				
Task 10.9 -	Resident Project Representative Extension	1204	1204	\$ 204,680.00	\$ 5,600.00	\$ 210,280.00
		1204		\$ 204,680.00	\$ 5,600.00	
Total Cost for Services as Proposed		1204	1204	204,680.00	5,600.00	\$ 210,280.00



Town of Wellington
3735 Cleveland Avenue
P.O. Box 127
Wellington, CO 80549
PUBLIC WORKS (970) 568-0447
TOWN HALL (970) 568-3381

WELLINGTON WASTEWATER TREATMENT PLANT EXPANSION ENGINEERING DESIGN AND CONSTRUCTION SERVICES

AMENDMENT TWO TO CONTRACT FOR SERVICES, GL No. 211-80-4061

Parties. The parties to this Amendment are the Town of Wellington, 3735 Cleveland Avenue, Wellington, Colorado 80549 (Town) and Jacobs Engineering Group Inc., 200 East 7th Street, Loveland, Colorado, 80537 (Consultant).

Purpose of Amendment. This Amendment constitutes the second amendment to the Engineering Design and Construction Services Contract (Contract) between the Town and the Consultant. This amendment is to extend Jacobs' services during construction to accommodate an extension to the Contractor's (Moltz Construction Inc.) construction schedule identified in the 90 percent cost estimate and agreed-upon Guaranteed Maximum Price.

The original Contract, effective December 16, 2020, is for all engineering design and construction services related to the expansion of Wellington's Wastewater Treatment Plant (WWTP) for a total Contract amount of four million nine hundred thirty-seven thousand four hundred twenty-four dollars and no cents (\$4,937,424.00) with an expiration date of June 30, 2025. Amendment 1, effective December 20, 2021, increased the total Contract amount to four million nine hundred sixty-nine thousand eight hundred seventy dollars and no cents (\$4,969,870.00). On the effective date of Amendment 2, the total Contract amount will be amended to five million two hundred eight thousand five hundred seven hundred fifty dollars and no cents (\$5,208,750.00).

Term of the Amendment. This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract.

Amendment(s).

1. Add Task 6.10, Resident Project Representative Extension, with a budget of two hundred thirty-eight thousand two hundred eighty dollars and no cents (\$238,280.00) to accommodate the Contractor's construction schedule.

Amended Responsibilities of the Consultant. Responsibilities of the Consultant are subject to fulfillment of the attached Scope of Work within the stated fees of \$238,880.00.

Amended Responsibilities of the Town. Responsibilities of the Town are subject to any provisions within the attached Scope of Work and payment to the Consultant for these additional services not to exceed \$238,880.00.

Same Terms and Conditions. Except for items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Town and the Consultant, remain unchanged and in full force and effect.

Entirety of Contract. The original Contract, consisting of sixty-one (61) pages, Amendment One, consisting of eight (8) pages (including attachments), and this Amendment Two, consisting of five (5) pages (including attachments), represent the entire and integrated Contract between the parties.

Signatures. The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

TOWN OF WELLINGTON

Signature

Date

Printed Name

Title

JACOBS ENGINEERING GROUP INC.

Signature

Date

Printed Name

Title



Town of Wellington Wastewater Treatment Plant Improvements, Amendment 2

Services During Construction Resident Project Representative Extension

Scope of Services

Jacobs Engineering Group Inc. (CONSULTANT) agrees to furnish the Town of Wellington (TOWN) professional services for the TOWN's Wastewater Treatment Plant (WWTP) Improvements Project (Project) based on the following task descriptions. This scope of services will supplement the Wellington Wastewater Treatment Plant Expansion Engineering Design and Construction Services Contract GL No. 211-80-4061 effective December 16, 2020, to provide additional engineering services during construction by providing additional Resident Project Representative (RPR) coverage during the extended construction schedule. The CONSULTANT's cost estimate for these supplemental services is based on the task descriptions in this scope.

The TOWN has designated Mr. Dave Myer, Civil Engineer II, as TOWN Project Manager for the work performed in this Amendment. He will be the primary point of contact with respect to the work performed under this Amendment, with authority to transmit instructions, receive information, interpret and define TOWN policies and decisions relative to elements pertinent to the work covered by this Amendment.

Project Purpose and Background

The TOWN is planning to expand their wastewater treatment plant (WWTP) to a maximum month average daily flow rate of 1.75 million gallons per day (mgd) and achieve the required nutrient removal and permit limits required by Colorado Department of Health and Environment (CDPHE).

CONSULTANT's original scope of work under Task 6 (Services During Construction) included budget for the full-time RPR at the WWTP based on a 20-month construction period. The Construction Manager At Risk (CMAR) Contractor proposed an extended construction schedule duration of 30-months, 10 months longer than the duration assumed in CONSULTANT's current Contract. The increased construction duration results in added scope for on-site and office-based engineering services.

CONSULTANT and the TOWN have had several meetings to discuss the RPR role and schedule for services based on the WWTP Plant Expansion project schedules provided by the CMAR Contractor. CONSULTANT recommends an extension of RPR coverage for the WWTP project to fulfill the defined contractual role of the RPR during construction. Amendment 2 is to extend the RPR service through the duration of the construction period as outlined in the modified task description below.

Task 6 - Services During Construction

The purpose of this task is to manage, coordinate and lead the CONSULTANT team's activities and perform administration of the CONSULTANT's work activities. The CONSULTANT will perform the

following additional subtask to reflect the additional effort with the extended construction schedule. All applicable assumptions included in the original Contract remain unchanged, except as defined in Subtask 6.10 to clarify the change in level of effort and services.

Sub Task 6.10 – Resident Project Representative Extension

The CONSULTANT will provide an on-site RPR to perform the services defined in Task 6 for an additional 10-month construction period. The level of effort for the RPR services is assumed to be an additional 1,376 hours of RPR services during this time period. The following assumptions were used in the development of the level of effort.

Assumptions:

- A single RPR will be used during the initial four months of construction at an approximate half-time coverage as the CMAR Contractor is initiating activities. After the initial four months of construction the RPR will be full time on the project.
- TOWN will provide a staff representative for the WWTP project to assist with construction administration by being responsible for preparing all the weekly meeting agendas, meeting minutes and action logs for distribution to the project team (TOWN, CONSULTANT and CMAR Contractor), including follow-up and coordination of any action items resulting from the meetings. This construction administration assistance by the TOWN will be provided for the entire duration of the construction period.
- CONSULTANT will maintain the CONSULTANT RPR Rate over the duration of the construction period at \$170.00 per hour.

Schedule

The additional RPR services described in Task 6.10 will be completed by October 31, 2024 (proposed final completion date by the CMAR Contractor in their contract with TOWN). This will extend the current overall completion schedule in CONSULTANT'S contract to October 31, 2024.

Payment

Compensation will be on a time and materials basis with labor billed at hourly labor rates based on labor code. Direct expenses will be billed at actual cost or standard billing rates. The hourly billing rates include allowances for salary, benefits, overhead, and profit. Other expenses will include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. A budgetary amount for the CONSULTANT's services is included in **Table 1**.

CONSULTANT shall make reasonable efforts to complete the work within this budget and will keep TOWN informed of progress toward that end so that the budget or work effort can be adjusted if necessary. CONSULTANT shall not exceed the total budgetary amount without prior written approval from the TOWN. CONSULTANT is allowed to manage to the overall total Contract budget, which allows underruns or overruns at the subtask level.

Fee Schedule - Amendment 2

Table 1

Town of Wellington Wastewater Treatment Plant Expansion Resident Project Representative Extension							
Team member/Role			Resident Project Representative, David Rapier	Hours	Labor	Expenses	Total
		Rate	\$170				
Task 6.10	Resident Project Representative Extension		1376	1376	\$ 233,920.00	\$ 4,960.00	\$ 238,880.00
			1376		\$ 233,920.00	\$ 4,960.00	
Total Cost for Services as Proposed			1376	1376	233,920.00	4,960.00	\$ 238,880.00

Draft
Not for Signing

Board of Trustees Meeting

Date: May 24, 2022
Submitted By: Dave Myer, Engineer
Subject: Contract for Materials Testing & Inspection for the Water Reclamation Facility Expansion Project

- **Presentation: Dave Myer, Engineer**

EXECUTIVE SUMMARY

A professional services contract with CTL/Thompson is being presented for approval. This contract includes construction-phase materials testing and inspection.

BACKGROUND / DISCUSSION

Materials testing and construction inspections are required during the expansion of the Town's Water Reclamation Facility (WRF). Professional qualifications, specialized equipment, and a laboratory are required for this effort.

In July 2021, CTL/Thompson (CTL) completed the design-phase geotechnical report update for the plant's current expansion. CTL also provided geotechnical services for the plant's initial construction in 2002. Whenever possible, it is advisable to employ the same firm that prepared the design-phase geotechnical report for construction-phase testing services. That firm will be familiar with the project, site soil conditions and design recommendations. In addition, potential gaps between accountability for those two phases are more likely to be avoided. CTL currently has the qualifications, equipment, and availability to do this work.

CTL provided a scope of services and fees for materials testing and construction observations related to the plant's expansion and the General Contractor's (Moltz) schedule. Fees were also based on a list provided by Jacobs regarding required tests and inspections as identified in the specifications for the project. CTL also used Moltz's estimated quantities of materials that would be relevant for testing. The services will require soil compaction testing, asphalt testing, concrete testing, masonry observation and testing, and structural steel inspection. Testing frequencies will vary depending on the construction schedule and the Contractor's schedule. Actual fees will be based on the hours charged and laboratory tests conducted at the unit rates presented in Exhibit B within the draft contract (attached).

Funds for the cost of these services are included in the approved 2022 budget (G/L 211-80-4083). No additional appropriations are required for 2022.

STAFF RECOMMENDATION

TRUSTEE ACTION OR RECOMMENDED ACTION

Staff has identified the following options for Trustee consideration:

- 1) Approve execution of contract with CTL Thompson in the not to exceed amount of \$123,902.00 for materials testing and inspections during construction of the Water Reclamation Facility with monies being funded from the project's budget.
- 2) Approve execution of contract with CTL Thompson with amendments as the Board of Trustees deems appropriate.
- 3) Postpone consideration of execution of a contract with CTL Thompson and provide staff direction



regarding additional information or amendments the Trustees would like to request for their further consideration.

4) Vote to deny contract with CTL Thompson.

ATTACHMENTS

1. Wellington CTL Testers Contract DRAFT



TOWN OF WELLINGTON
8225 3RD STREET
WELLINGTON, CO 80549
PUBLIC WORKS (970) 568-0447
TOWN HALL (970) 568-3381

CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICE WELLINGTON WATER RECLAMATION FACILITY EXPANSION

CONTRACTOR CONTRACT FOR SERVICES, GL No. 211-80-4083

Parties: The parties to this Contract are the Town of Wellington, 8225 3rd Street, Wellington, Colorado 80549 (Town) and CTL Thompson, 400 North Link Lan, Fort Collins, CO, 80524 (Contractor).

Purpose of Contract: The purpose of this Contract is for the Town of Wellington to retain the services of the Contractor to render certain technical or professional services hereinafter described.

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through December 31, 2024. All services shall be completed during this term.

If the Contractor has been delayed and as a result will be unable to complete performance fully and satisfactorily within this Contract period, the Contractor may be granted an extension of time upon submission of evidence of the causes of delay satisfactory to the Town.

Responsibilities of the Contractor:

Scope of Services: The Contractor shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A. The standard of care for the Contractor under this Contract will be the care and skill ordinarily used by members of the Contractor's profession providing similar services for projects of similar size, location, scope, and complexity to this project.

Personnel: All services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services if state law requires such authorization, license, or permit.

Records Administration: The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. The Contractor shall be responsible and responsive to the Town in its requests and requirements related to the scope of this Contract. The Contractor shall select and analyze all data in a systematic and meaningful manner to contribute directly in meeting the objectives of the project and shall present this information clearly and concisely in a professional and workmanlike manner.

Reports, Maps, Plans, Models and Documents: A minimum of one (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract as relevant to this project shall be submitted to the Town. The

Contractor shall also submit any computer program or spreadsheet developed as a part of this project. Digital media shall be labeled to provide sufficient detail to access the information on the media. Any user manuals shall be submitted to the Town with complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s).

Subcontracts:

(i) Approval Required for Subcontracts: Any subcontractors required by the Contractor in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Town during the performance of this Contract. During the performance of the Contract, substitutions in or additions to such subcontracts will be subject to the prior approval by the Town. The Contractor shall be responsible for the actions of the subcontractors.

(ii) Billing for Subcontracts: Billings for subcontractor services shall not include any mark up. The subcontract costs will be billed to the Town at the actual costs as billed to the Contractor. Subcontract costs shall be documented by attaching subcontractor billings to the Contractor's billing submittals.

Responsibilities of the Town:

Data to be Furnished: All existing information, data, drawings, manuals, reports, maps, etc. as are available to the Town and necessary for the carrying out of the scope of services shall be furnished to the Contractor without charge, and the Town shall cooperate with the Contractor in the carrying out of the project.

Report Reviews and Criteria: The Town shall examine all submittals, sketches, drawings, opinions of costs, studies, reports, and other documents presented by the Contractor and shall promptly render the Town's decisions pertaining thereto. The Town shall provide all criteria and full information regarding its requirements for the project.

General Provisions:

Amendments: Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument executed by all parties to this Contract.

Assignment Prohibited and Contract Shall Not Be Used as Collateral: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

Audit and Access to Records: The Town shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Town, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. This paragraph shall only extend to work performed on a unit price, fee adjustment, cost plus, or time and material basis, and then only to verify costs.

Authority: Provisions of this Contract are pursuant to the authority set forth in the Town of Wellington Municipal Code. Mandatory applicable state and federal regulations also apply.

Compliance with Laws: The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Contract and said parties shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Conflicts of Interest: The Contractor stipulates that none of its officers or employees are officers or employees of the Town of Wellington unless disclosure has been made in accordance with Town ordinances and policies. Furthermore, the Contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the Town of Wellington to secure favorable treatment with respect to being awarded this contract. The Contractor shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Town or a disclosure which would adversely affect the interests of the Town. The Contractor shall notify the Town of any potential or actual conflicts of interest arising during this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Contractor shall take steps to ensure that the file, evidence, evaluation and data are provided to the Town or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists. A conflict

of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the Town or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

Contract Jurisdiction, Choice of Law, and Venue: The provisions of the contract shall be governed by the laws of the State of Colorado. The parties will submit to the jurisdiction of the courts of the State of Colorado. Venue shall be Larimer County, Colorado.

Contract Renegotiation, Modifications and Award of Related Contracts: This Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by the parties hereto, and attached to the original signed copy of the Contract. The Town may undertake or award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Town in all such cases. The Town, at its sole discretion and through duly authorized contract amendments, may request the Contractor to complete additional phases beyond the scope of services included in this Contract.

Disbarment: The Contractor certifies that neither it nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. If the Contractor cannot certify this statement, a written explanation for review by the Town shall be provided.

Entirety of Contract: This Contract, consisting of seventeen (17) pages inclusive of Attachment A, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

Equal Opportunity Clause: The Contractor agrees to abide by the provisions under Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on a basis of race, religion, color, or national origin. This includes abiding to Executive Order 11246 which prohibits discrimination on the basis of sex, and 45 CFR which prohibits discrimination on the basis of age, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of a disability.

Force Majeure: Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

Indemnification: The Contractor agrees to indemnify, save harmless, and release the Town of Wellington and all of its officers, agents, volunteers, and employees from and against any and all loss, damage, injury, liability, suits, and

proceedings arising out of the performance of this contract to the extent caused by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

Independent Contractor: The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Town for any purpose and as such, have no authorization, express or implied to by the Town of Wellington, to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as an agent for the Town except as expressly set forth herein. The Contractor shall be responsible for the payment of all income tax and social security amounts due because of payments received from the Town. Persons employed by the Town and acting under the direction of the Town shall not be deemed to be employees or agents of the Contractor. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative or to incur any obligation of any kind for or on behalf of the Town. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Town employees will inure to the benefit of the Contractor or the Contractor's agents or employees because of this Contract.

Insurance Coverage: The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the Town. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth below as shall provide the Town with proofs of these insurance upon request:

(i) Automobile Liability Insurance: The Contractor shall maintain automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000 each accident combined single limit.

(ii) Commercial, General Liability Insurance: The Contractor shall maintain commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as stated below. The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (a) \$1,000,000 each occurrence;
- (b) \$1,000,000 personal injury and advertising injury;
- (c) \$2,000,000 general aggregate; and
- (d) \$2,000,000 products and completed operations.

(iii) Professional Liability or Errors and Omissions Liability Insurance: The Contractor shall maintain professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as stated below.

- (a) \$1,000,000 each claim; and
- (b) \$2,000,000 general aggregate.

(iv) Unemployment Insurance: The Contractor shall be duly registered with the Colorado Department of Labor and Employment and obtain such unemployment insurance coverage as required.

(v) Workers' Compensation and Employer's Liability Insurance: Employees hired in Colorado to perform work under this Contract shall be covered by workers' compensation coverage per the Colorado Department of Labor and Employment's Workers' Compensation program as statutorily required. Employees brought into Colorado from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the same or other state or private workers' compensation insurance approved by the Colorado Department of Labor and Employment as statutorily required.

Insurance Requirements:

(i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage above.

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the Town. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the Town, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Contractor shall provide Certificates of Insurance to the Town, verifying each type of coverage required herein.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Town. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Town may, at the Town's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Town may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

(vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.

(vii) The Town reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

Limitation of Liability: Excluding the Contractor's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Contractor arising out of the performance or breach of this Contract shall not exceed the compensation paid to the Contractor under this Contract. Notwithstanding any other provision of this Contract, the Contractor shall have no liability to the Town for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the Contractor, its employees, or subcontractors.

Notice of Sale or Transfer: The Contractor shall provide the Town with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice

shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Town determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Town may, at its discretion, terminate or renegotiate the Contract.

Ownership of Documents and Information: The Town owns all equipment, instruments, documents, data compilations, reports, computer programs, photographs, drawings, data, and other work provided, produced, procured or installed ("Work Product") by the Contractor in the performance of this Contract. Upon termination of services for any reason and payment to Contractor, the Contractor agrees to return all such original and derivative information and documents to the Town in a useable format. Any use or reuse other than for the purposes set forth herein shall be at the Town's sole risk and liability. The Town agrees to hold harmless, indemnify, and defend the Contractor against all damages, claims, and losses of any kind (including all defense costs and reasonable attorney fees), arising out of any use of the Work Product on any other project, for additions to this project, or for completion of this project without the Contractor's involvement.

Patent or Copyright Protection: The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor, or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Town for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Severability: A declaration by any court or any other binding legal source that any provision of this contract is illegal, and void shall not affect the legality and enforceability of any provision of this contract unless the provisions are mutually dependent.

Taxes: The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

Termination of Contract: This contract may be terminated with cause by either party in advance of the specified termination date upon written notice being provided by the other party. The party in violation will be given thirty (30) working days after notification to correct and cease the violations after which the contract may be terminated for cause. This contract may be terminated without cause in advance of a specified expiration date by either party upon thirty (30) days prior written notice being given the other party.

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

(i) As of the date of this Contract:

- (a) Contractor does not knowingly employ or contract with an illegal alien; and
- (b) Contractor has participated or attempted to participate in the basic pilot employment verification

program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.

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

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

(iv) Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(v) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(a) Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

(viii) The Town will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the Town terminates the Contract for such breach.

Project Requirements:

Project Access: The Contractor shall be responsible for obtaining access as required for project tasks.

Stand-By Time: The Town will not reimburse the Contractor for stand-by time charges for the Contractor's supervisory personnel.

Waiver of Damages: Neither Party shall be liable to the other for any indirect, special, punitive, exemplary, or consequential damages including, but not limited to, damages for lost production, lost revenue, lost product, lost profits, or lost business or business interruptions, from any cause whatsoever.

Standard of Performance: The quality of Contractor's services shall be judged solely as to whether Contractor performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.

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Not for Signing

Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board of Trustees, The Town agrees to pay the Contractor an amount equal to the price shown in Attachment A for the services described in Attachment A and incorporated by reference as part of this Contract. Payment shall be made directly to the Contractor. Total payment under this Contract shall not exceed one hundred twenty-three thousand nine hundred two dollars (\$123,902.00).

Pay Applications: Pay applications shall be submitted no more often than monthly, on or before the 10th calendar day of each billing month, for activities and costs accrued since the last pay application and shall be made on forms approved by the Town. Each pay application must include justification of the cost items contained in the application. Pay applications shall be transmitted electronically to the Town's project manager: Dave Myer, myerdk@wellingtoncolorado.gov.

Payment Procedures: Subject to annual appropriation by the Town Board of Trustees, the Town shall pay the Contractor upon receipt of billing statements as the services are performed for the task(s) outlined in Attachment A. The Town will initiate the payment process upon the receipt of a verified statement of services, and payment shall be made within thirty (30) days following receipt of billing.

Money Withheld: If the Town has reasonable grounds to believe that the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Town may withhold payment of such portion of any amount otherwise due and payable to the Contractor reasonably deemed appropriate. These amounts may be withheld until the cause for the withholding is cured to the Town's satisfaction or this Contract is terminated per the General Provisions above. No interest shall be payable by the Town on any amounts withheld under this provision.

Withholding of Payment: If a work element has not been received by the Town by the dates established in Attachment A, the Town may withhold all payments beginning with the month following that date until such deficiency has been corrected.

Final Payment: The final payment shall be made upon acceptance of the final work product and receipt of the final billing.

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Signatures:

The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Contract. The Effective Date of this Contract is the date of the signature last affixed to this page.

TOWN OF WELLINGTON

Signature

Date

Printed Name

Title

CTL THOMPSON

Signature

Date

Printed Name

Title

Draft
Not for Signing

Scope of Services:

The Town accepts the scope of services and fees as defined within the Contractor's proposal attached to this Contract with the exception and further stipulation of the following terms:

1. None.

Draft
Not for Signing

April 11, 2022

Town of Wellington
3735 Cleveland Avenue
Wellington, CO 80549

Attention: Dave K. Myer, PE

Subject: Proposal for Construction Observation and Materials Testing Services
Wellington WWTP Expansion
Wellington, Colorado
Proposal Number: FC-22-0142

CTL Thompson, Inc. (CTL) is pleased to present this service agreement for construction observation and material testing (COMT) services related to the Wellington WWTP Expansion project in Wellington, Colorado. We used the project plans provided in preparation of our proposal. We anticipate that our services will be required for soil compaction testing, asphalt testing, concrete testing, masonry observation and testing, and structural steel inspection.

It should be emphasized that the fee estimate is based on assumptions of frequencies of requests for testing based on similar projects. Testing frequencies will vary depending on the construction schedule and the contractor's schedule. Our actual fee will be based on the hours charged and laboratory tests conducted at the unit rates presented in Exhibit B. If this proposal and the attached Service Agreement are acceptable, please complete, sign, and return a copy for our records.

Thank you for your consideration. We look forward to the opportunity to work with you on this project. When you are ready for us to begin work or if you have any questions, please contact the undersigned.

Respectfully Submitted,
CTL | THOMPSON, INC.



Heather Grubb
Field Department Manager
HGrubb@ctlthompson.com

Service Agreement

Parties	This Agreement is entered into this 11 th day of April, 2022 between the Town of Wellington, 3735 Cleveland Avenue, Wellington, CO referred to herein as "Client" and CTL Thompson, Inc., 400 North Link Lane, Fort Collins, Colorado 80524, referred to herein as "CTL."
Project	Client retains CTL to provide Construction Observation and Materials Testing (COMT) services in connection with the Wellington WWTP Expansion, Wellington, CO, referred to herein as "Project." Client's relationship to the Project is that of "Owner".
Scope	The scope of CTL's services is set forth in Exhibit A, which is part of this Agreement.
Fee	CTL agrees to provide the services set forth in this Agreement on a unit rate basis. Post-report consultation will be invoiced on a time and materials basis, as set forth in CTL's current Fee Schedule (Exhibit B), which is also part of this Agreement. The quoted fee shall remain available to Client for 30 days from the date of this Agreement, after which CTL may increase the fee. If Client desires to change CTL's scope of services, Client and CTL shall execute a written addendum to this Agreement setting forth CTL's revised scope of services and fee.
Invoices	CTL may submit interim invoices to Client and will submit a final invoice upon completion of its services. Invoices will detail charges for different personnel and expense classifications, a lump sum fee, or a percentage of completion, as appropriate. A more detailed itemization of charges and back-up data will be provided at Client's request. Payment is due upon presentation of each invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
Right-of-Entry	Client shall arrange for and provide CTL with safe access to the Project property, including access for necessary equipment, to allow CTL to complete its services. While onsite, CTL will take reasonable precautions to minimize damage to the Project property, but Client agrees that in the normal course of work some damage may occur, the correction of which shall not be CTL's responsibility.
Utilities	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary for CTL's services. Client agrees to defend, indemnify and hold CTL harmless for damage to utilities or subterranean structures that are not correctly located by Client or the responsible utility.
Samples	CTL will retain soil and rock samples for thirty (30) days after submitting the report on those samples. Construction materials samples collected and tested, if any, will be disposed of after testing. Further storage or transfer of samples can be arranged at Client's expense, upon written request.
Ownership of Documents	CTL retains ownership and copyrights of all work product, reports, field data, field notes, laboratory test data, calculations, estimates, design plans, and other documents CTL prepares in connection with this Agreement. Client is licensed to use these Instruments of Service solely for the purpose they were prepared in furtherance of this Agreement. Client shall not reproduce, use or alter CTL's Instruments of Service for other projects, or for making future modifications to the Project, without CTL's prior written consent. If CTL terminates this Agreement for non-payment, Client shall not be entitled to use CTL's Instruments of Service for any reason. CTL shall retain delivered Instruments of Service in electronic form for five (5) years following completion of its services, during which period the Instruments of Service shall be made available to Client during regular business hours.

Job Site

Client shall require the construction contractors and subcontractors to assume sole and complete responsibility for job site conditions at the Project, including the safety of persons and property, and for construction means, methods, techniques and sequences. Accordingly, Client shall defend, indemnify and hold CTL harmless from all claims for personal injury or property damage sustained due to the negligence of any contractor, subcontractor, or other person not under the control of CTL i) in safeguarding the worksite, ii) for using unacceptable materials in construction, iii) in constructing the Project, and iv) for claims arising under workers' compensation laws.

Standard of Care

CTL shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTL makes no express or implied warranty in connection with the performance of its services.

Client acknowledges that subsurface conditions may vary from those CTL encounters at the location where CTL performs borings, test pits, surveys, or explorations (if any) and that CTL's data, interpretations and recommendations are based solely on the information available to it. Client also acknowledges that the performance of soils depends on variables beyond the control of CTL and therefore, CTL cannot and does not guarantee the performance of soils at the Project property. CTL will be responsible for its data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

Limitations on Claims

Any claim or cause of action between Client and CTL including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable statutes of limitation and repose shall commence to run no later than the date of substantial completion of CTL's services under this Agreement. Substantial completion shall be deemed to occur no later than the date CTL issues its final invoice under this Agreement.

In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL as a corporation only, and not against any of CTL's individual employees, engineers, agents, officers, directors or shareholders.

The services CTL provides pursuant to this Agreement are solely for the benefit of Client. Neither CTL nor Client intends to confer a benefit on any other person or entity. To the extent any other person or entity benefits from the services CTL provides, such benefit is purely incidental and such person or entity shall not be deemed a third party beneficiary of this Agreement.

Client and CTL waive claims against each other for consequential, incidental, indirect, special, exemplary or punitive damages arising out of the services CTL performs pursuant to this Agreement. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation, for delay damages of any kind, for lost management and labor productivity, lost opportunity to complete other projects, and for increased construction and financing costs.. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

Limitation of Liability

Client agrees CTL's total aggregate liability to Client and others for all injuries, claims, losses, damages, and expenses (including costs, expert fees, attorney fees, and interest) arising out of CTL's services for the Project shall be limited to the greater of \$50,000 or CTL's fee for the services rendered pursuant to this Agreement. This limitation shall apply regardless of the nature of the claim made or the theory of liability pursued, including but not limited to, negligence, strict liability, breach of contract, breach of warranty, contribution, and indemnity. CTL will have no liability to Client or others for damages resulting from the failure of Client or others to follow CTL's recommendations.

Service Agreement

Value Engineering	If Client directs CTL or others to revise the Construction Documents to include value engineering, value reduction, or substitution proposals (VE Proposals) made by others, and CTL does not recommend acceptance of the VE Proposals, then Client shall release, indemnify, and defend CTL from and against all claims, damages, losses, liabilities, costs and attorney fees arising from the inclusion of the VE Proposals into the Project.
Insurance	CTL represents that it, its employees, and the consultants it retains are protected by worker's compensation insurance, and that CTL has such coverage under commercial general liability, property damage, and professional liability insurance policies as CTL deems to be adequate. CTL will provide Certificates for these insurance policies to Client upon written request. CTL shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of these insurance policies.
Termination	Either party may terminate this Agreement for cause upon seven (7) days written notice if the other party substantially fails to perform its obligations hereunder. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Client shall pay CTL for services performed to the termination notice date, plus reasonable termination expenses.
Hazardous Materials	Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project property and has informed CTL of any information or findings relative to the possible presence of hazardous materials. Should unanticipated hazardous materials be discovered in the course of CTL's performance of its services, such discovery shall constitute a changed condition mandating a renegotiation of the scope of services, or termination of services. Should the discovery of unanticipated hazardous materials require CTL to take immediate measures to protect health and safety, Client agrees to pay CTL for costs incidental to taking such measures and for necessary decontamination or replacement of affected equipment. CTL agrees to notify Client promptly when it encounters unanticipated or suspected hazardous materials. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify, and hold CTL harmless from all liability arising from discovery by anyone of hazardous materials or suspected hazardous materials.
Humidity, Moisture Vapor & Mold	Unless specifically stated, services intended to control humidity, moisture vapor, and mold are expressly excluded from this Agreement. Client acknowledges that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires services intended to reduce humidity, moisture vapor and mold, CTL can provide such services for an additional fee. If such services are not expressly undertaken by CTL, Client agrees to indemnify, defend and hold CTL harmless from all claims alleging that CTL caused, contributed to, or failed to prevent injury and damage related to the presence of humidity, moisture vapor or mold.
Work by Others	In performing services under this Agreement, CTL shall be entitled to rely upon the accuracy and completeness of information, reports, recommendations, and design services provided by Client, contractors, or other consultants, and CTL shall have no liability for claims or damages resulting from errors and omissions in the same.
Applicable Law	The law of the State of Colorado shall govern the validity of this Agreement, and its interpretation, enforcement, and performance. Should any provision of this agreement be found to be unenforceable, the remainder of this Agreement shall nonetheless remain valid and binding.

Service Agreement



Entire Agreement

This Agreement shall be the entire agreement between Client and CTL and shall supersede any other agreement relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, if Client authorizes CTL to proceed with its services or if CTL begins performance of its services, this Agreement shall become an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

Authorization CTL

Client

Signature
Heather Grubb
Name
Field Department Manager
Title
April 11, 2022
Date

Signature

Name

Title

Date

Draft
Not for Signing

Exhibit A

Scope of Services – Wellington WWTP Expansion

CONSTRUCTION OBSERVATION AND MATERIALS TESTING

1. EARTHWORK OBSERVATION and DENSITY TESTING OF FILL AND BACKFILL: A representative of CTL will be available each day on a part-time basis during the placement of fill to observe the contractor's progress and methods, and to perform density tests as requested. Testing methods used will be in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or as requested by the Client to evaluate conformance of fill materials with project specifications.
2. CONCRETE TESTING: A representative of CTL will perform concrete and materials testing in accordance with project specifications. A copy of information regarding each test will be given to the Client at the project site the day the concrete is sampled. Subsequent test results of compressive strength testing will be mailed to the Client and parties designated by the Client following testing at each age.
3. ASPHALT OBSERVATION AND DENSITY TESTING OF ASPHALT PAVEMENT: CTL will be available on a part-time basis after pavement construction. Testing will be performed in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or as requested by the Client to evaluate conformance of materials with project specifications.
4. MASONRY TESTING: Masonry testing will be performed on a part-time basis by a representative of CTL. Tests will be performed in general conformance with IBC standards and project specifications. CTL will rely upon the Client or Contractor to notify us when services are required.
5. STRUCTURAL STEEL WELD AND BOLT INSPECTION: Structural steel inspection will be performed by an ICC-certified Senior Materials Technician or a Project Engineer. High strength welded and bolted connections will be observed and tested in accordance with the project specifications. Discrepancies noted during our site visit will be reported to the contractor prior to leaving the site.

Exhibit B - Fee Estimate: Wellington WWTP Expansion

EARTHWORK

Compaction testing may be required for over-excavation backfill, footing subgrade, utility trench backfill, sidewalk/curb subgrade, pavement subgrade, and foundation wall backfill. An excavation observation may also be necessary. We estimate a total of 168 site visits and 12 proctors will be necessary for this project.

Sitework	<u>28</u>	Days	x	<u>4</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$8,960</u>
Yard Piping	<u>18</u>	Days	x	<u>4</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$5,760</u>
Step Feed Aeration Basin	<u>12</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$1,920</u>
Step Feed Process Building	<u>24</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$3,840</u>
Influent Pump Station	<u>18</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$2,880</u>
Secondard Clarifiers 5 and 6	<u>14</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$2,240</u>
Digesters 5 & 6	<u>12</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$1,920</u>
Headworks Building	<u>12</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$1,920</u>
UV & Digester Blower Building	<u>14</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$2,240</u>
Administration Building	<u>4</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$640</u>
Orbal Anaerobic Reactor	<u>4</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$640</u>
Splitter Box	<u>8</u>	Days	x	<u>2</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$1,280</u>
Standard Proctor	<u>12</u>	Tests				x	<u>\$135</u>	/Test	=	<u>\$1,620</u>
Gradation/Atterberg Limits	<u>12</u>	Tests				x	<u>\$145</u>	/Test	=	<u>\$1,740</u>
Review	<u>168</u>	Reports				x	<u>\$60</u>	/Each	=	<u>\$10,080</u>

Subtotal: \$47,680

ASPHALT

Compaction testing will be required during asphalt patching. We estimate 2 days of paving will be necessary for this project.

Asphalt Testing	<u>2</u>	Days	x	<u>4</u>	Hr/Day	x	<u>\$80</u>	/Hr	=	<u>\$640</u>
Max Theo Density	<u>2</u>	Tests				x	<u>\$130</u>	/Test	=	<u>\$260</u>
AC/Gradation	<u>2</u>	Tests				x	<u>\$265</u>	/Test	=	<u>\$530</u>
Review	<u>2</u>	Reports				x	<u>\$60</u>	/Each	=	<u>\$120</u>

Subtotal: \$1,550

Exhibit B - Fee Estimate: Wellington WWTP Expansion

CONCRETE

Concrete testing is required for the project. Testing will include slump, air content, unit weight, temperature and casting of five compressive strength cylinders for each test. We estimate 15 concrete tests will be necessary for this project.

Sitework	<u>10</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$1,950
Step Feed Aeration Basin	<u>18</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$3,510
Step Feed Process Building	<u>20</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$3,900
Influent Pump Station	<u>42</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$8,190
Secondard Clarifiers 5 and 6	<u>16</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$3,120
Digesters 5 & 6	<u>18</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$3,510
Headworks Building	<u>22</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$4,290
UV & Digester Blower Building	<u>8</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$1,560
Administration Building	<u>4</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$780
Orbal Anaerobic Reactor	<u>20</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$3,900
Splitter Box	<u>4</u>	Tests	x	<u>3</u>	Hr/Test	x	<u>\$65</u>	/Hr	=	\$780
Concrete Cylinders	<u>182</u>	Tests	x	<u>8</u>	Cyl/Test	x	<u>\$17</u>	/Cyl	=	\$24,752
Subtotal:										\$60,242

MASONRY

Masonry observation and testing will be required for the elevator core. We estimate 6 site visits and 1 set of samples will be necessary for this project.

Masonry Observation/Testing	<u>6</u>	Visits	x	<u>3</u>	Hr/Visit	x	<u>\$85</u>	/Hr	=	\$1,530
Laboratory: High-Strength Grout Cubes	<u>1</u>	Set				x	<u>\$150</u>	/Each	=	\$150
Laboratory: Grout Cores	<u>1</u>	Set				x	<u>\$220</u>	/Each	=	\$220
Laboratory: Mortar Cubes	<u>1</u>	Set				x	<u>\$150</u>	/Each	=	\$150
Laboratory: Pre-Construction Block	<u>1</u>	Set					<u>\$250</u>	/Each	=	\$250
Laboratory: Prisms	<u>1</u>	Set					<u>\$250</u>	/Each	=	\$250
Review	<u>6</u>	Reports				x	<u>\$60</u>	/Each	=	\$360
Subtotal:										\$2,910

STRUCTURAL STEEL WELD/BOLT INSPECTION

Visual inspection and non-destructive testing of the welded and bolted connections for the buildings may be required. We estimate 32 visits will be necessary.

Structural Steel Observation	<u>32</u>	Visits	x	<u>3</u>	Hr/Day	x	<u>\$100</u>	/Hr	=	\$9,600
Review	<u>32</u>	Reports				x	<u>\$60</u>	/Each	=	\$1,920
Subtotal:										\$11,520

TOTAL ESTIMATE										\$123,902
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Board of Trustees Meeting

Date: May 24, 2022
Submitted By: Cody Bird, Planning Director
Subject: Public Hearing: Consider Annexation of the Lamb Annexation property into the Town

- **Presentation: Cody Bird, Planning Director**

EXECUTIVE SUMMARY

The owner of property approximately 0.57 acre in size located east of Sixth Street at the intersection of Sveta Lane (7840 Sixth Street) has submitted a petition for annexation to incorporate the property into the Town of Wellington. The same property was previously considered for annexation in 2020, and following recommendations from the Planning Commission and a public hearing by the Board of Trustees, the annexation was approved. After the approval, the Town was not provided with a signed annexation map to be recorded with the Larmier County Clerk and Recorder, and having not been recorded within 180 days from the date of approval, the annexation became void and of no effect. The owner has petitioned to again have the property annexed to the Town of Wellington.

The Board of Trustees passed Resolution No. 14-2022 on April 12, 2022 finding the annexation petition to be in substantial compliance with State and local requirements, referred the application to the Planning Commission for consideration, and established May 24, 2022 as the date for a public hearing to formally consider the annexation.

The action for this agenda item is to conduct a public hearing to receive information describing the annexation request, hear from the applicant and Town staff, receive the recommendation of the Planning Commission, and hear public testimony.

Following the close of the public hearing, the Board of Trustees has a separate item on the agenda to take action on the annexation request.

BACKGROUND / DISCUSSION

- The Owner of property at 7840 Sixth Street (location map attached) has petitioned for annexation into the Town of Wellington.
- The Town adopted Resolution 14-2022 on April 12, 2022 finding the property proposed for annexation is in substantial compliance with eligibility requirements for annexation in accordance with State Statutes, setting the date of a public hearing for May 24, 2022, and referred the application for annexation to the Planning Commission for consideration.
- The Planning Commission considered the annexation request at its meeting May 2, 2022. The staff report presented to the Planning Commission is included with this report and contains factors the Planning Commission and Board of Trustees consider when evaluating zoning for a property.
- The Planning Commission voted unanimously to recommend approval of annexing the property to the Town. The Planning Commission also voted unanimously to recommend zoning the property C-3 Mixed Use Commercial based on the findings of fact contained in the staff report.

- Town staff has provided the required notifications to advertise the public hearing:
 - Notice of the public hearing was published in the Fort Collins Coloradoan as prescribed by state law.
 - A sign advertising the public hearing has been continuously displayed on the property.
 - Notices were mailed to surrounding property owners as prescribed by state law.
 - Notices were sent by certified mail to the Board of County Commissioners and the County Attorney, as well as to all special districts with jurisdiction affecting the property.
 - The attached Annexation Impact Report was prepared and distributed in accordance with state law.
- Town staff received one reply from the Poudre River Public Library District, attached with this report. No other responses were received from Larimer County or any other special districts that were sent notifications.
- Materials provided by the applicant describing the request includes a short narrative (attached) as well as a concept site plan (also attached).
 - The concept site plan was provided to demonstrate that the site could be developed for uses allowed within the requested C-3 zoning district, including required parking.
 - The concept site plan is for illustration purposes only, and is not being considered as a site development plan. For the site to develop in the future, the Planning Commission will need to consider and approve a site development plan.
- The Board of Trustees is required to conduct a public hearing to allow testimony on the requested annexation. The order of the public hearing is outlined on the attached summary for public hearing procedures.
- Following the public hearing, the Board of Trustees may take action on the requested annexation.

STAFF RECOMMENDATION

Conduct a public hearing to consider the request to annex the Lamb Annexation into the Town of Wellington and zone the property C-3 Mixed Use Commercial District.

ATTACHMENTS

1. Public Hearing Procedures
2. Location Map
3. Annexation Map
4. Master Plan
5. Annexation Impact Report
6. Applicant Narrative
7. Concept Only Site Plan
8. Staff Report to Planning Commission - 5/2/2022
9. Zoning Map
10. Zoning Table of Allowable Uses
11. Annexation Petition - Lamb Annexation
12. Response Letter - Poudre River Library District

Public Hearing Procedures

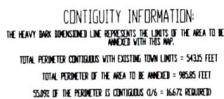
1. Conflicts of Interest (if any)
2. Disclose *Ex Parte* Communications (if any)
3. Town Staff introduction/presentation
4. Applicant presentation
5. Board may ask general questions (i.e. to help understand the request or the regulations)
6. Public Hearing
 - a. Open Public Hearing
 - b. Public Testimony
 - c. Close Public Hearing
7. Applicant closing comments
8. Staff closing comments
9. Board Deliberates
10. Action by the Board

Location Map

Lamb Annexation



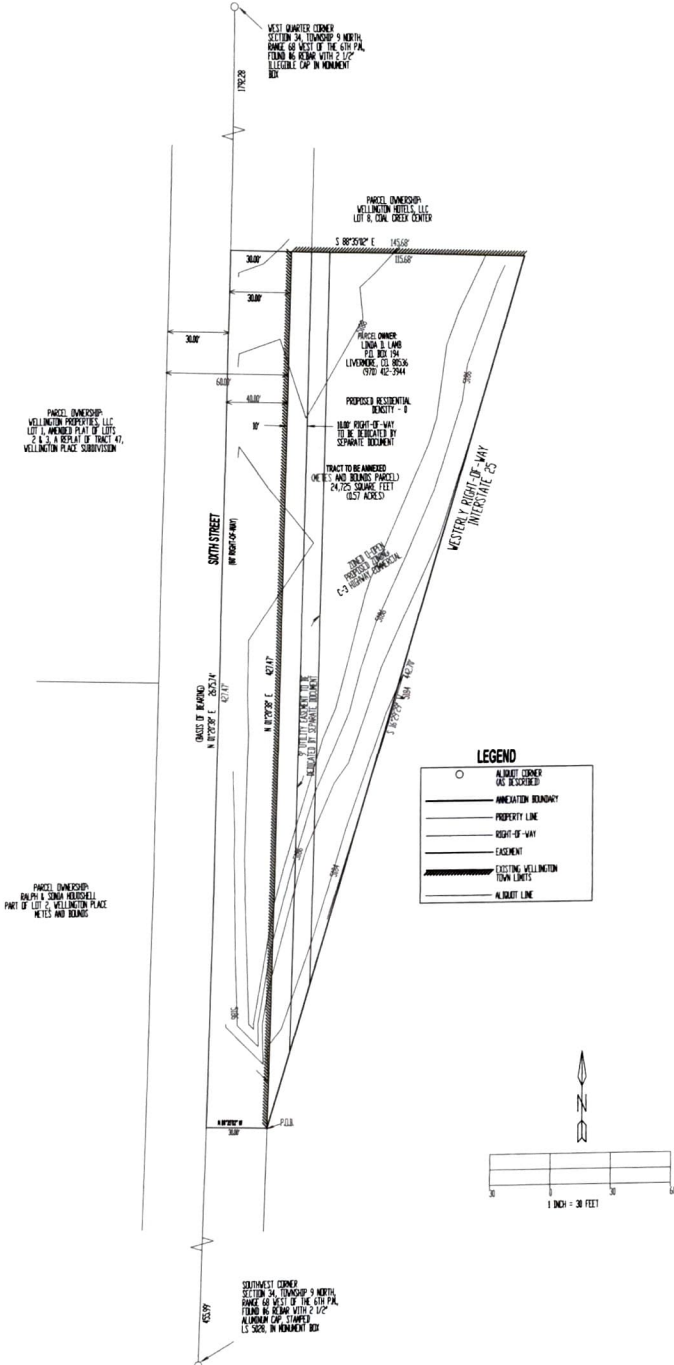
A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M. IS ASSUMED TO BEAR NORTH 01°20'38" EAST AND IS MONUMENTED AS INDICATED.

ROBERT J. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38353

LAMB ANNEXATION - MASTER PLAN
A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



LEGAL DESCRIPTION OF AREA TO BE ANNEXED:
A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH,
RANGE 68 WEST OF THE 6TH PM, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, AND CONSIDERING THE WEST LINE OF
THE SOUTHWEST QUARTER OF SAID SECTION 34 TO BEAR NORTH 89°59'59" EAST WITH ALL BEARINGS
RELATIVE THEREON;
THENCE NORTH 89°59'59" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION
34, A DISTANCE OF 455.99 FEET;
THENCE SOUTH 89°59'59" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE
OF SOUTH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING;
THENCE NORTH 89°59'59" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH STREET, A DISTANCE OF
42.47 FEET;
THENCE SOUTH 89°59'59" EAST A DISTANCE OF 105.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY
LINE OF INTERSTATE 25;
THENCE SOUTH 89°59'59" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A
DISTANCE OF 442.70 FEET TO THE POINT OF BEGINNING.
THE PARCELS OF LAND DESCRIBED ABOVE CONTAINING 24.25 SQUARE FEET (SAY MORE OR LESS,
AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

APPROVAL OF PLANNING
AND ZONING COMMISSION
THIS PLAN TO BE KNOWN AS LAMB ANNEXATION WAS APPROVED BY ACTION OF
THE PLANNING AND ZONING COMMISSION OF THE TOWN OF WELLINGTON,
COLORADO, AT A REGULAR MEETING HELD ____ DAY OF ____
2022.

ACCEPTANCE BY THE
BOARD OF TRUSTEES
THIS PLAN TO BE KNOWN AS THE LAMB ANNEXATION IS APPROVED AND ACCEPTED TO
THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO, BY BOARDMAN
_____, CLERK OF THE BOARD OF TRUSTEES, AT A REGULAR
MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO, HELD ON THE ____ DAY OF ____
2022.

CLERK AND RECORDER'S CERTIFICATE:
STATE OF COLORADO
COUNTY OF LARIMER
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT
_____, COLORADO, ON THE ____ DAY OF ____
2022, AT ____ O'CLOCK ____ M.,
AND IS
RECORDED IN BOOK NO. ____ PAGE NO. ____.

SURVEYOR'S NOTES:
1. THIS ANNEXATION PLAN WAS PREPARED WITH THE BENEFIT OF RELEVANT MATERIAL
TITLE COMMITMENT NO. 283-20461-22, DATED JANUARY 7, 2022, AND DOES NOT
CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THE SURVEYOR HAS RELIED ON THE
TITLE OF EASEMENTS OF RECORD, RECORDS, AND SURVEYS, ALL BELIEVED
EXCLUSIVELY UPON SAID TITLE COMMITMENT FOR RIGHTS-OF-WAY AND EASEMENTS
OF RECORD.
2. 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 COMMENCED MORE THAN TEN YEARS FROM
THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS ANNEXATION PLAN IS VALID ONLY IF PRINTED WITH ORIGINAL SEAL AND SIGNATURE
OF SURVEYOR.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE ALL SURVEY FEET.
5. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY. THE INFORMATION REPORTED
HEREON WAS TAKEN FROM OTHER SURVEYS AND DEEDS.

SURVEYOR'S CERTIFICATE
I, JEREMY B. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THIS ANNEXATION PLAN WAS PREPARED BY ME OR UNDER MY
PERSONAL SUPERVISION AND THAT THIS PLAN IS AN ACCURATE REPRESENTATION THEREOF,
BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. IN ADDITION, I DO HEREBY
CERTIFY THAT THE MAP HEREON IS A REPRESENTATION OF THE DESCRIBED PARCELS OF LAND
AND THAT AT LEAST ONE CORNER OF SAID PARCELS IS CONTIGUOUS WITH EXISTING
LIMITS OF THE TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO.
JEREMY B. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR 188323
DATE: _____

CONTIGUITY INFORMATION:
THE HEAVY DARK BOLDLINE LINE REPRESENTS THE LIMITS OF THE AREA TO BE
ANNEXED WITH THIS MAP.
TOTAL PERIMETER CONTIGUOUS WITH EXISTING TOWN LIMITS = 540.05 FEET
TOTAL PERIMETER OF THE AREA TO BE ANNEXED = 958.95 FEET
SOURCE OF THE PERIMETER IS CONTIGUOUS 0.1% = 16.47% REQUIRED
BASIS OF BEARING
THE WEST LINE OF THE SOUTHWEST QUARTER OF
SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE
6TH PM, IS ASSUMED TO BEAR NORTH 89°59'59" EAST
AND IS MONUMENTED AS INDICATED.



Annexation Impact Report
for
Lamb Annexation

Report Prepared: April 26, 2022
Public Hearing Scheduled: March 24, 2022

In accordance with Section 31-12-108.5 of the Colorado Revised Statutes, The Town of Wellington is submitting the following annexation impact report to fulfill all such required action for the above-named annexation. This impact report analyzes the above annexation and identifies what impact it will have upon the Town of Wellington and the municipal services that will be provided. This impact report has been completed at least twenty-five (25) days before the date of the Public Hearing established pursuant to Section 31-12-108 of the Colorado Revised Statutes.

Annexation and the Town of Wellington

State statutes require that municipalities proposing to annex property must extend municipal government services and facilities to those areas eligible for and intended for annexation. The Town of Wellington recognizes this responsibility and can successfully provide municipal services to property currently under consideration for annexation into the Town. The Town of Wellington has adopted the Wellington Comprehensive Plan 2021 and the Wellington Municipal Code, both of which describe and require development within the Town to meet standards that will provide municipal services to any new areas annexed those same services currently available within the existing town. Furthermore, the Town's Comprehensive Plan and Municipal Code will encourage natural and well-ordered development, will increase the ability for the Town to provide services to citizens within the Wellington urban area, and will achieve a fair and equitable distribution of the costs of municipal services.

In accordance with the requirements of the Municipal Annexation Act of 1965, as amended, and specifically C.R.S. Section 31-12-108.5, the following constitutes the annexation impact report (the "Report") for the Lamb Annexation (the "Subject Property").

Lamb Annexation

The Subject Property included in this annexation is to be known as the Lamb Annexation to the Town of Wellington. The Subject Property is contiguous to the Town of Wellington and the total area of the annexation is approximately 0.57 acres, more or less. The parcel included in this annexation currently has an existing building on it that has been vacant for a number of years. The parcel is intended to be annexed into the Town under the C3 – Mixed Use Commercial District. The intended use of the Subject Property is redevelopment for business/retail use.

The legal description of the Subject Property to be considered for annexation to the Town of Wellington is as described on the attached Exhibit "A."

a) Annexation Maps

Annexation maps identifying the Subject Property and the adjacent territory and the present boundaries of the Town in the vicinity of the Subject Property are enclosed herewith (together, the "Annexation Map"), and is made part of this Report.

- i. The Annexation Map shows the boundaries (present and proposed) of the Town of Wellington in the vicinity of the proposed annexation.
- ii. The Annexation Map shows the present streets in the vicinity of the proposed annexation. 6th Street adjacent to the Subject Property is already annexed into the Town of Wellington. 6th Street is a paved roadway, and future widening of the street adjacent to the Subject Property will be considered as part of the Town's road maintenance or a future capital project. All of the present streets in the vicinity of the Subject Property are shown in the Annexation Map and the Master Plan.

Town water mains and sewer mains are available within the 6th Street right-of-way adjacent to the Subject Property, and have adequate capacity to serve the property.

The Town of Wellington will provide municipal services upon annexation. A Utility Map showing the locations of existing utilities to serve the Subject Property is provided with this Report in accordance with C.R.S. Section 31-12-108.5(1)(a)(II).

- iii. The current zoning of the Subject Property is Larimer County O – Open Zone District and the current use of the land is a manufactured residential structure formerly used as business/office space. The building has been vacant for a number of years. Upon annexation, the Subject Property is proposed to be zoned C-3 Mixed Use Commercial District and the intended use is business/retail.

The Subject Property is situated adjacent to the west right-of-way line of Interstate 25 and the east right-of-way line of 6th Street. The Interstate 25 and 6th Street right-of-way lines converge south of the Subject Property. Properties north of the Subject Property are commercial, including fast food restaurants, medical office, financial institutions and a hotel. Properties south of the Subject Property are a neighborhood grocery store, restaurants, and vacant commercial properties. West of the Subject Property are medical office uses, a veterinary clinic, single-family attached and single-family detached homes, and vacant commercial properties.

b) Pre-annexation Agreement

The Owner and Town have not entered into a pre-annexation agreement for the annexation.

c) Municipal Services

Following the effective date of annexation of the Subject Property, the Town will provide municipal services performed by or on behalf of the Town. Municipal services provided by the Town are categorized below along with a statement setting forth the plans for extending municipal services to the Subject Property.

Water: The Subject Property is within the Northern Colorado Water Association service area. Northern Colorado Water Association has indicated in the attached letter that lines within this vicinity have been abandoned and water service has been deferred to the Town of Wellington. The Town will extend water service to the Subject Property following annexation. The Owner will be responsible for installing the service line connection to the existing 12-inch public water main located within 6th Street right-of-way.

Sewer: The Town will extend sanitary sewer service to the Subject Property. The Owner will be responsible for installing the service line connection to the exiting 12-inch public sanitary sewer line located within 6th Street right-of-way.

Streets: 6th Street adjacent to the Subject Property is already annexed into the Town of Wellington. 6th Street is paved and includes an enclosed stormwater system. Widening improvements adjacent to the site are anticipated in the future and will be financed by the Town. Maintenance of the public roadway is provided by the Town.

Law Enforcement: Law enforcement services are currently provided to the Subject Property by Larimer County Sheriff's Office. The Subject Property will continue to receive law enforcement from Larimer County Sheriff's Office following annexation via the Town of Wellington's contract for law enforcement services.

General Government: Government administration and other general government functions including but not limited to public works maintenance, parks and recreation, planning, zoning, building department, code enforcement and library services will be extended to the Subject Property upon annexation.

d) **Financing of Municipal Service Expansion**

Town Services will be extended and provided to the Subject Property. The Owner is responsible for the installation and cost of installation of service line connections to public utilities. The Town of Wellington provides repair and maintenance of public infrastructure. These services are financed through utility user fees, sales and use taxes, and other revenues such as gas tax or motor vehicle taxes as appropriate. Non-infrastructure municipal services will be financed from the Town's General Fund.

e) **Existing Districts**

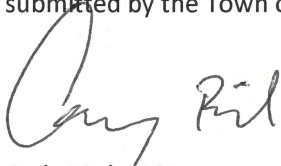
The Subject Property is currently within the boundaries of the following districts:

- Fire: Wellington Fire Protection District
- Water: Northern Colorado Water Conservancy District
- County: Larimer County Weed Control District
- Health: Health District of Northern Larimer County
- Schools: Poudre School District R-1
- Library: Poudre River Public Library District
- Stormwater: Boxelder Basin Regional Stormwater Authority

f) **Anticipated School Impacts and Costs to Schools**

The Subject Property is anticipated to develop in accordance with the Town's C3 – Mixed Use Commercial District. The intended use of the property is business/retail. As such, the annexation of the Subject Property is not anticipated to generate any additional student populations, and no payment in lieu of land dedication is expected.

This Annexation Impact Report for the Lamb Annexation to the Town of Wellington is respectfully submitted by the Town of Wellington Planning & Development Department.



Cody Bird, AICP
Planning Director

Town of Wellington
PO Box 127
Wellington, CO 80549

EXHIBIT A

LEGAL DESCRIPTION – LAMB ANNEXATION

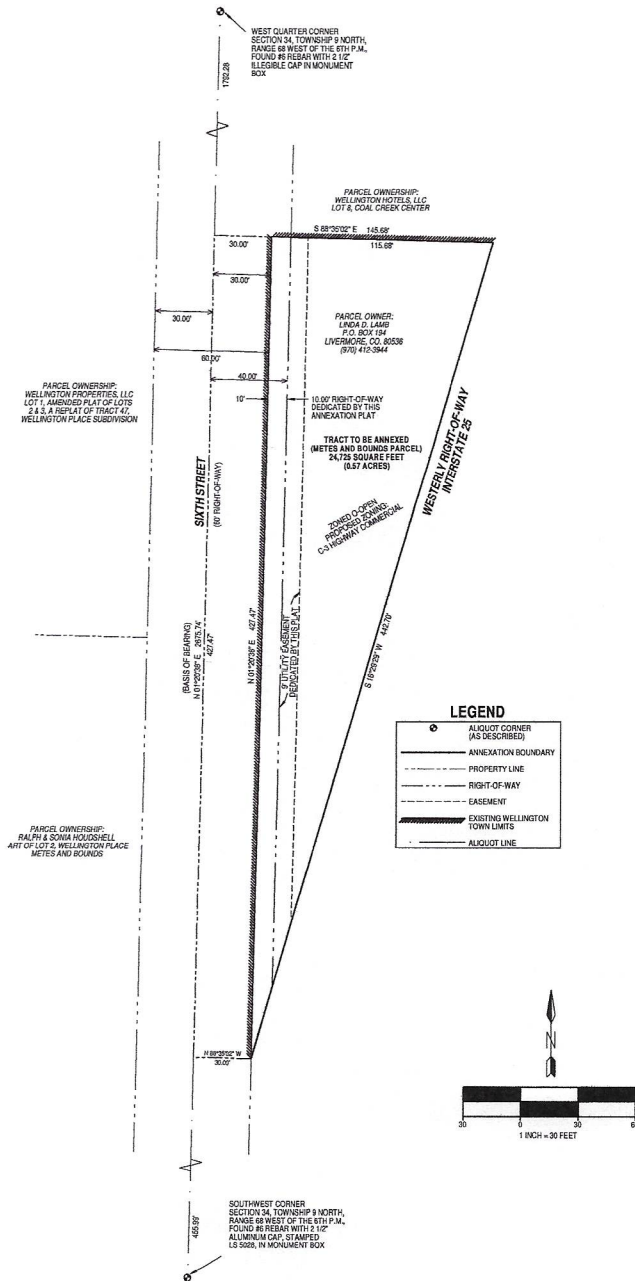
A tract of land situate in the SW 1/4 of Section 34, Township 9 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the West line of said SW 1/4 as bearing North and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the West line of said SW 1/4 which bears North 452.93 feet from the SW corner of said Section 34 and run thence North 430.48 feet along the said West line, thence East 146.47 feet to a point on the Westerly line of Interstate Highway No. 25, thence along said Westerly line S 15°08'20" W 445.96 feet, thence West 30.00 feet to the Point of Beginning, County of Larimer, State of Colorado.

Location Map
Lamb Annexation



LAMB ANNEXATION

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



LEGAL DESCRIPTION OF AREA TO BE ANNEXED:

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 TO BEAR NORTH 01°20'30\"/>

APPROVAL OF PLANNING AND ZONING COMMISSION

THIS PLAT TO BE KNOWN AS LAMB ANNEXATION WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF WELLINGTON, COLORADO, AT A REGULAR MEETING HELD ____ DAY OF ____ 2019.

ACCEPTANCE BY THE BOARD OF TRUSTEES

THIS PLAT TO BE KNOWN AS THE LAMB ANNEXATION IS APPROVED AND ACCEPTED TO THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO BY ORDINANCE NO. ____ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, HELD ON THE ____ DAY OF ____ 2019.

BY: _____ MAYOR _____ TOWN CLERK _____

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO
)
COUNTY OF LARIMER
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____
O'CLOCK ____ M. THIS ____ DAY OF ____ A.D., 2019, AND IS
RECORDED IN PLAT BOOK NO. _____, FILM NO. _____
RECEPTION NO. _____
DEPUTY _____ RECORDER _____

SURVEYOR'S NOTES:

1. THIS ANNEXATION PLAT WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE COMMITMENT NO. F8488383-2019, DATED JULY 17, 2019, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC TO DETERMINE TITLE OR EASEMENTS OF RECORD. THOMAS LAND SURVEYING, LLC RELIES EXCLUSIVELY UPON SAID TITLE COMMITMENT FOR RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
2. 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 COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS ANNEXATION PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
5. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY. THE INFORMATION DEPICTED HEREON WAS TAKEN FROM OTHER SURVEYS AND DEEDS.

SURVEYOR'S CERTIFICATE

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. IN ADDITION, I DO HEREBY CERTIFY THAT THE MAP HEREON IS A DELINEATION OF THE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE BOUNDARY IS CONTIGUOUS WITH EXISTING LIMITS OF THE TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO.

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38253

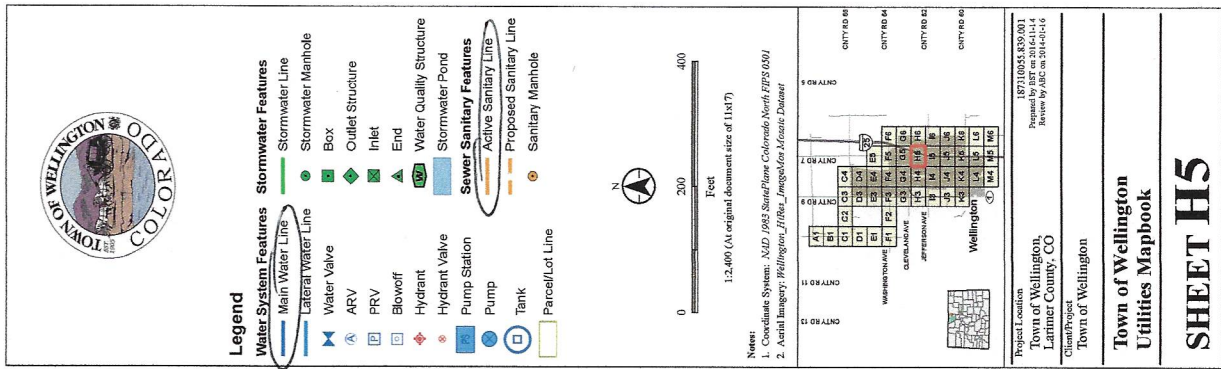
DATE _____

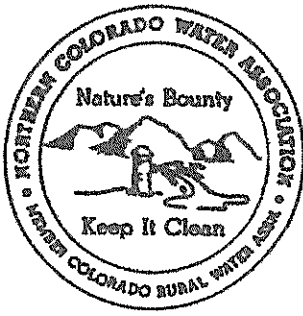
CONTIGUITY INFORMATION:

THE HEAVY DARK DIMENSIONED LINE REPRESENTS THE LIMITS OF THE AREA TO BE ANNEXED WITH THIS MAP.
TOTAL PERIMETER CONTIGUOUS WITH EXISTING TOWN LIMITS = 543.15 FEET
TOTAL PERIMETER OF THE AREA TO BE ANNEXED = 985.85 FEET
55.99% OF THE PERIMETER IS CONTIGUOUS (1/6 = 16.67% REQUIRED)

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M., (ASSUMED TO BEAR NORTH 01°20'30\"/>





Northern Colorado Water Association
P.O. BOX 415 WELLINGTON, COLORADO 80549 PHONE 568-3975

June 29, 2020

Linda Lamb
P.O. Box 37
Wellington, CO 80549

Re: Ability to Serve 7860 6th Street, Wellington, CO

Dear Ms. Lamb,

Thank you for your June 15, 2020 letter inquiring about the ability of the Northern Colorado Water Association to serve the above subject property.

Although we did serve this property in the past, the lines servicing the property have been abandoned and we have deferred service in this area to the Town of Wellington.

As always, please let me know if you have any additional questions.

Sincerely,

Cort Nickel, P.E.
General Manager

This property, located at 7860 W 6th St., is currently going through the annexation process in the Town. The applicant requests that the property be zoned C-3 Highway Commercial. The applicant believes that zoning classification is appropriate based on following reasons:

- 1) The entire block on the east side of 6th, from Cleveland Ave south, is zoned C-3. This is not a situation where zoning would be feathering to ensure a transition from more intense to less intensive use. The subject property would be an outlier if that consistent C-3 zoning pattern were not continued.**
- 2) Per the Wellington zoning code, the C-3 zoning district is useful in “transitioning from the highway to adjacent lower density neighborhoods”. The subject property is one of the closest properties to the Interstate in the entire Town. It has no frontage road or access ramp which distances it from the roadway. The C-3 zoning designation on this property helps the Town maintain this stated objective of the code. There is no proximity to residential units west of 6th street.**
- 3) The C-1 zoning designation has been used by the Town as the de facto transitional zoning to transition between more intensive Commercial C-3 uses and Residential uses in the town. All property directly across 6th Street is actually zoned C-1. There is not a single Residentially zoned property on 6th Street south of Roosevelt.**
- 4) The lot has configuration and size limitations but this is true regardless of the zoning designation assigned to the property. The onus is on the applicant to meet the design standards of the Town with any proposed use. The envisioned use is a convenience type use not requiring a drive through. A preliminary, conceptual site plan has been developed and is included with this application.**

FRONT SETBACK: 35'
REAR SETBACK: 20'
SIDE SETBACK: 0'
MAXIMUM F.A.R.: 1.1
MAXIMUM BUILDING HEIGHT: 45'
PARKING: RETAIL = 20/RES.
ACCESSIBLE: 1 PER 20
MAXIMUM LOT AREA: 10,000
BULK: 25% MAX./1
LAND-USE DESIGN: 25% MIN. ON RETAIL LANE
MIN. 20% LANDSCAPE AREA
PARKING LOT SETBACKS: 25' RETAIL
PARKING LOT LANDSCAPING: 1 TREE BLIND PER 20 SPACES
TREE BLINDS = MIN. 10' WIDE
EDGE OF PARKING
PARKING



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PROJECT # 22-00010	
DRAWING TITLE:	
SITE PLAN	
DATE:	1-16-22
DRAWN:	CHECKED:
LDG	JVS
ISSUE RECORD	DATE
Consultation	-
#	REVISION
	DATE

Page 62 of 162



Planning Commission Meeting

Date: May 2, 2022
Submitted By: Cody Bird, Planning Director
Subject: Consideration of Annexation and Zoning Request - Lamb Annexation - 7840 Sixth Street

EXECUTIVE SUMMARY

The owner of a property approximately 0.57 acre in size located east of Sixth Street at the intersection of Sveta Lane has submitted a petition for annexation to incorporate the property into the Town of Wellington. The same property was previously considered for annexation in 2020, and following recommendations from the Planning Commission and a public hearing by the Board of Trustees, the annexation was approved. After the approval, the Town was not provided with a signed annexation map to be recorded with the Larimer County Clerk and Recorder, and having not been recorded within 180 days from the date of approval, the annexation became void and of no effect. The owner has petitioned to again have the property annexed into the Town of Wellington.

The Board of Trustees on April 12, 2022 passed Resolution No. 14-2022 finding the annexation petition to be in substantial compliance with State and local requirements and found that the property meets the eligibility requirements of State Statutes. The resolution also established the date for a public hearing to consider the annexation on May 24, 2022. The Board of Trustees referred the proposed annexation to the Planning Commission for review and to form a recommendation on the annexation. If annexation is recommended, a recommendation for zoning is also needed.

BACKGROUND / DISCUSSION

The property owner, Linda Lamb, has submitted a petition for annexation to incorporate approximately 0.57 acre of land at 7840 Sixth Street into the Town of Wellington.

1. Existing Conditions:

- The property is approximately 0.57 acre in size and has an existing 1,300 sq. ft. modular home originally established in 1976. The building has been vacant for a number of years, and was previously used for a professional office.
- The property is located at the south end of the Sixth Street commercial corridor. Interstate 25 is adjacent to the east side of the property. North of the property is a hotel, and west of Sixth Street is a veterinary clinic, floodplain/open space, a single-family residence, and a mixed use commercial development.
- Vacant parcels west of Sixth Street are likely to continue to be developed for commercial uses or mixed uses.
- Sixth Street is narrow adjacent to this parcel and to the south. The street section is in need of being widened. Coal Creek drainage also intersects at Sixth Street, and the south portion of the annexation property is impacted by floodplain. Additional drainage and floodplain impacts will require future consideration as part of a site plan review and development proposal.

2. Proposed Development:

- The owner is requesting the property be zoned C-3 Mixed Use Commercial District (formerly C-3 Highway Commercial District prior to recent updates to the Land Use Code).



- The size and shape of the property will limit development to a single lot. The applicant has provided a conceptual only site plan to demonstrate the ability to develop the site for uses allowed within the C-3 zoning district. The Concept Site Plan is attached.
- The site and existing building may be redeveloped following site plan review approval and proper building permits.

3. Planning Considerations:

- The property is within the Town's Growth Management Area (GMA) and is within the identified 3-mile plan adopted by the Town. Land within the GMA and 3-mile plan are areas which are likely to be incorporated into the Town and urban services provided.
- Urban services including Town water and sanitary sewer can be extended to serve the property. There is sufficient capacity within the adjacent public utilities to serve the site. Public utilities necessary to serve the site can be designed and installed at the time of site plan review or building permits.
- There are adequate public roads to provide access to the property. Additional right-of-way and easements along Sixth Street are required to be dedicated at the time of annexation. The owner has agreed to make the dedications and is preparing documentation necessary for right-of-way and easement dedications.
- Road widening and turn lanes in accordance with applicable Town standards will be a consideration at the time of site plan review.
- Re-use or redevelopment of the property will bring a new commercial property into the Town and contribute to commercial property tax and sales tax revenues.
- Re-investment into the existing property will help to improve the appearance of a highly visible property near the entrance to the community.

4. Zoning Considerations:

- The applicant has requested the property be zoned C-3 Mixed Use Commercial District (formerly C-3 Highway Commercial District prior to recent updates to the Land Use Code).
- When the Board of Trustees considered and approved annexation of this property in 2020, the property was assigned a zoning district designation of C-1 Community Commercial District. Considerations for assigning the C-1 zoning designation was based on the lot size and shape not being suitable to accommodate the scale of development generally located within the C-3 zoning district (then Highway Commercial District) and also meet required parking, circulation and landscaping requirements. The applicant has provided the attached Concept Site Plan to illustrate how the property could be redeveloped to meet requirements.
- A zoning map is included with this report identifying the existing zoning of adjacent and surrounding properties.
- The zoning Table of Allowable Uses (Section 4.02 of the recently updated Land Use Code) is attached for reference.
- The applicant has also provided a brief narrative explaining their desire for the requested C-3 zoning district (Applicant Narrative, attached).

When evaluating the appropriateness of zoning for an annexation property, the Planning Commission should consider findings of fact. The below findings are provided as a guideline for matters which may be considered by the Planning Commission. Matters that are determined by the Commission to be important will be the basis for the Commission's recommendation to the Board of Trustees.

1. CHARACTER OF THE NEIGHBORHOOD: *(Factual description of the application area and surrounding property as to general nature, conditions, age of structures, etc.).*



- The annexation property is a 0.57 acre property located east of Sixth Street near the intersection with Sveta Lane.
- Sixth Street is a major collector roadway. The annexation property has direct access to Sixth Street.
- The site is located adjacent to Interstate 25 and is visible from Interstate 25.
- Properties north of the annexation property on the east side of Sixth Street are developed for commercial uses and primarily support highway travelers. Existing businesses include a hotel, fast food establishments with drive thrus, an urgent care facility and a banking/lending institution.
- Properties on the west side of Sixth Street are developed for a mix of residential uses and businesses that largely support local residents. Existing developments west of Sixth Street include single-family attached townhomes, medical offices, dentist offices, a veterinary clinic and small scale retail.
- There is a farmhouse west of Sixth Street across from the annexation property built in 1916 and is in fair condition.
- South and west of Jefferson Avenue and Sixth Street is a commercial center that includes a neighborhood grocery store, a general merchandise store, and a number of smaller retail, service and dining establishments.

2. ZONING AND USES OF PROPERTIES NEARBY: *(Factual description of surrounding property as to existing zoning and land uses).*

- Existing zoning and land uses adjacent to the proposed rezoning area are as follows:

Surrounding Zoning and Land Uses

Direction	Zoning	Land Use
North	C3 – Mixed Use Commercial District	Hotel Fast Food with drive thrus Urgent Care Facility
East	N/A	Interstate 25
South	N/A – Frontage Road C3 – Mixed Use Commercial District	Grocery and general merchandise Retail, Service and Dining
West	TR – Transitional District C1 – Community Commercial District	Farmhouse Veterinary Clinic Floodplain/Open Space Vacant C1 parcels

3. SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED: *(How is the property currently zoned and what uses are allowed on the property? Are there uses suitable given surrounding zoning and site criteria? Are the current allowed uses the only ones that might be appropriate for this property?)*

- The property is presently in unincorporated Larimer County and is zoned O – Open Zone District.
- The property is an enclave (completely surrounded by Town of Wellington). The County does not provide utility services to this property to a level of service that supports commercial development.



- Restricting the property to the County O – Open Zone District limits the ability of the property to be developed for commercial uses that may otherwise be suitable for the location.
- Properties north of the area along Sixth Street include quick-serve restaurants, drive-thrus, fuel sales, lodging and other uses that support vehicle traffic traveling on Interstate 25.
- The requested C3 – Mixed Use Commercial District designation would allow additional uses intended to support highway traffic and visitors to the community that are currently restricted on the property.

4. EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT

NEARBY PROPERTY: *(Can the uses allowed in the requested district be good neighbors to existing development? This is a subjective question. The focus should be on facts, not fears, and should be based on issues that zoning can address)*

- The requested C3 – Mixed Use Commercial District zoning allows a wide range of business uses that are intended for automobile-oriented uses and to preserve multiple modes of transportation. Uses are intended to transition down to lower intensity neighborhood districts.
- The property is adjacent to Sixth Street and has direct access to Sixth Street. Improvements are needed for Sixth Street to ensure traffic needs are satisfied in accordance with Town standards. However, vehicular traffic entering and exiting the site will have limited impacts on adjacent properties. Traffic generated by development of the property would have a southbound left turn lane to access the site and primarily right turns exiting the site to get back onto Sixth Street and back to Interstate 25.
- The lot size and shape of the annexation property will limit the size of development. There are some uses allowed with the C3 zone district that would not be possible to locate on the property.
- Uses that generate significant traffic may result in vehicles parking on the adjacent hotel parking lot to the north. A cross-lot access and shared parking agreement could help to alleviate potential adverse impacts to the property to the north.

5. LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS

ZONED: *(Factual information, but its importance may be somewhat subjective. A property may be vacant because the current zoning is unsuitable, but there may be other reasons not related to zoning. Some examples might be a glut of available property of the same zoning district, financing problems, land speculation, fragmented ownership, lack of available public services, or other development problems.)*

- Being in unincorporated Larimer County, the property has always had a County zoning designation. The site was formerly used as a business office for Northern Colorado Water Association, and was established under the County zoning and building regulations. The building has been vacant for many years, estimated to have been vacated around 2004-2005 when Northern Colorado Water Association moved their office location north to near Owl Canyon Road.
- Zoning may not be the only reason the property has remained vacant. Redevelopment of the site could be limited by the size and shape of the property.
- Other development/redevelopment factors that could contribute to the length of time the property has been vacant may include no water connection (Northern Colorado Water Association previously served, but has since abandoned the line to this location), private septic system, limited parking area and no paved parking lot and no sidewalks.



- The existing building would also likely need renovations to be suitable for most commercial uses and the cost to rehabilitate or remove may be a contributing factor to the length of time the property has remained vacant.
- The south portion of the property is impacted by floodplain and will need to be resolved for the property to develop. Mitigating floodplain and addressing needed drainage can be a deterrent to development.
- Improvements to Sixth Street and drainage are anticipated in order to redevelop this site. Since developers are responsible for financing improvements necessitated by their site, the costs of public improvements may be an additional factor in the length of time the property has remained vacant.

6. GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE POSSIBLE DIMINUATION IN VALUE OF THE APPLICANT'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED ON THE APPLICANT IF THE REQUEST IS DENIED: *(The protection of public health, safety, and welfare is the primary basis for zoning. The relationship between the property owner's right to use and obtain value from their property and the Town's responsibility to its citizens should be weighed.)*

- If the zoning is approved for C3 – Mixed Use Commercial District and allowed uses result in increased vehicle traffic, the adverse impacts of traffic will have to be mitigated by making improvements to the roadway.
- Applying a different zoning designation may have the effect of allowing uses that do not generate the same volume of traffic as uses allowed in the C3 zone district.
- Changing the zoning to allow a wider range of commercial uses could increase opportunities for expanding the town's commercial tax base which can in turn support overall town fiscal health.
- Changing the zoning of the property could also facilitate redevelopment of the site to improve the overall appearance at a highly visible location.

7. IMPACT OF THE PROPOSED DEVELOPMENT ON COMMUNITY FACILITIES: *(Are water and sewer available for extension? How are roads impacted? Can other community facilities handle the increased development? Should be based on factual information referencing standards used to make the determination.)*

- Municipal water and sewer infrastructure are currently available near the site, and are capable of being extended to accommodate uses permitted within the C3 District.
- Sixth Street improvements, stormwater conveyance and pedestrian sidewalk connections have been identified as needed adjacent to this property. Impacts of increased commercial development will need to address these concerns as part of a site plan review and development approval process.
- Police and fire protection are already provided to serve the site. Allowing C3 zoning may allow some uses that could result in increased need for emergency services. A redevelopment proposal may need to evaluate the emergency services needs for the specific use at the time of site plan review.
- Parks and library services are not expected to experience a significant increase in use as a result of the rezoning.
- Development of commercial uses permitted within the C3 District would not be expected to result in an increase in school enrollment.



8. OPPOSITION OR SUPPORT OF NEIGHBORHOOD RESIDENTS: *(Neighborhood support or opposition is just one of the factors to be considered in a decision to approve or deny a zoning request. Other applicable factors should also be considered.)*

- The Planning Commission will need to consider any public testimony presented to it at the public meeting.
- The Board of Trustees also has a scheduled public hearing for May 24, 2022 and will need to consider public testimony provided during the public hearing.

9. CONFORMANCE OF THE REQUESTED CHANGE TO THE TOWN'S COMPREHENSIVE PLAN: *(Does the request agree with the adopted plan recommendations? If not, is the plan out-of-date or are there mitigating circumstances which speak to the nonconformity?)*

- The future land use component of the Comprehensive Plan identifies the area around the subject property as Downtown Neighborhoods. At the time the Comprehensive Plan was adopted (August 2021), the intent of the Downtown Neighborhoods was to allow limited business uses which would have been suitable to be intermixed with residential properties. Through the course of updating the Land Use Code, it was determined that business uses should be further restricted within the Downtown Neighborhoods District.
- Due to the changes in Land Use Code update process, the future land use designation identified for the subject property may not be appropriate. The Commercial or Mixed Use categories as identified in the Comprehensive Plan may be found to be more suitable for the subject property.

10. RECOMMENDATION OF PROFESSIONAL PLANNING STAFF: *(Should be based on the preceding factors, adopted plans and policies, other technical reports which speak to the topic and staff's best professional judgement.)*

- Town staff suggests that the preceding findings can support the owners request for zoning the property C-3 Mixed Use Commercial District, and in particular:

Finding 1: The existing neighborhoods along Sixth Street are primarily commercial. Properties on the west side of Sixth Street are zoned C-1 Community Commercial District and properties east of Sixth Street are zoned C-3 Mixed Use Commercial District (formerly C-3 Highway Commercial District before recent updates to the Land Use Code). Existing developed sites north of the annexation property are generally compatible with the automobile-oriented nature of the C-3 zone district. Sixth Street is a major collector roadway intended to accommodate a higher volume of traffic. The annexation property has direct access to Sixth Street, so increased traffic to the site would not be expected to detrimentally impact surrounding properties provided any Sixth Street improvements needed are improved at the time of site development.

Finding 2: Existing zoning and land uses adjacent to the property and surrounding the property are generally compatible. Properties east of Sixth Street are generally more intensive C-3 zoning uses. Properties west of Sixth Street are zoned C-1 and includes a mix of business and mixed use developments that provide a transition from the higher intensity C-3 uses to the residential neighborhoods further west.



Finding 5: Zoning alone may not be the only reason the property has remained vacant. Allowing a new zoning district that could facilitate redevelopment of the site could have positive benefits to clean up the site, improve the Sixth Street roadway, and increase the community's commercial tax base.

STAFF RECOMMENDATION

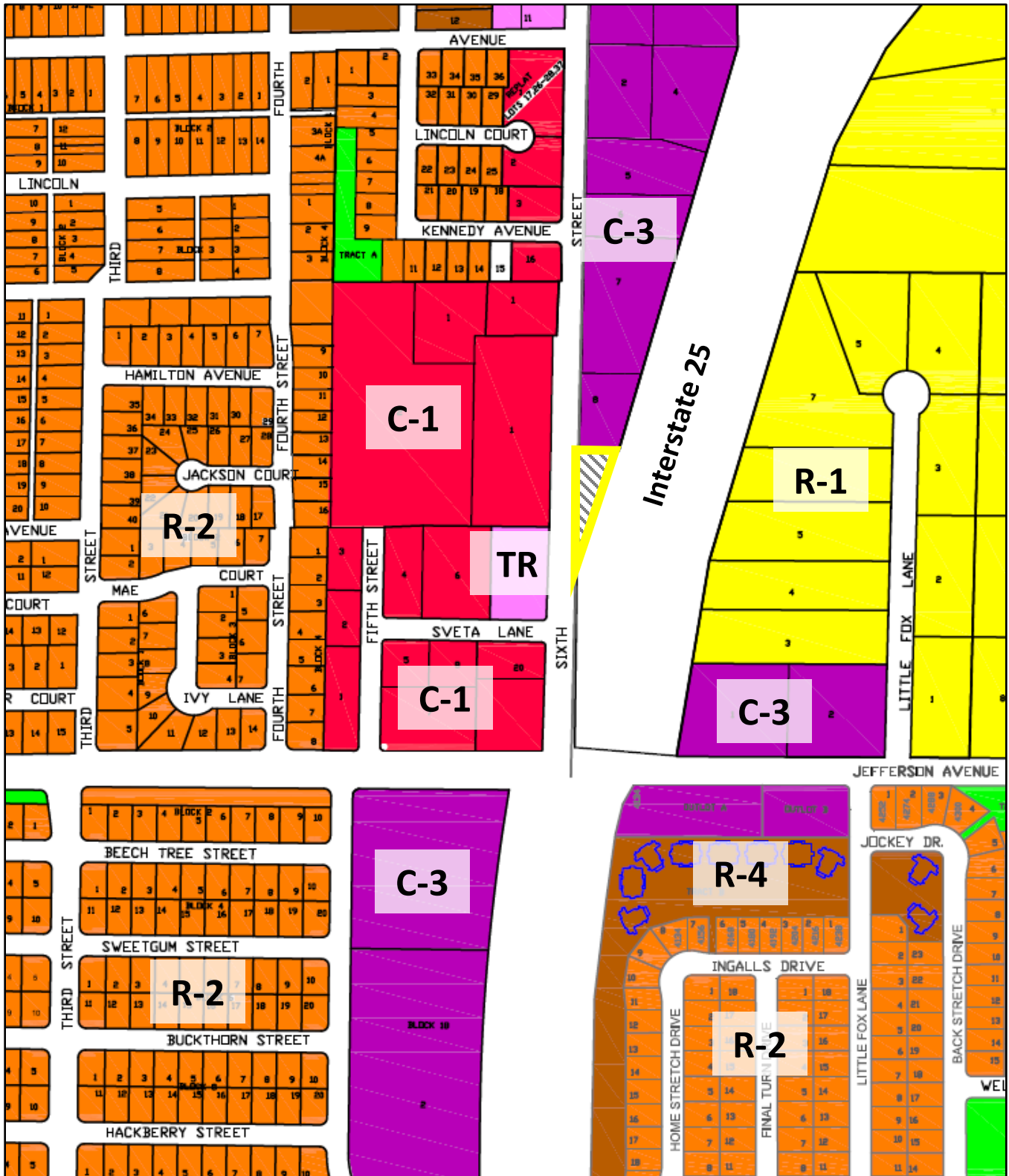
Move to forward a recommendation of approval to the Board of Trustees to annex the Lamb Annexation into the Town of Wellington and to amend the official zoning map of the Town to include the annexation as C3 – Mixed Use Commercial District based on the analysis and findings contained in the staff report.

ATTACHMENTS

1. Location Map
2. Annexation Map
3. Master Plan
4. Concept Site Plan
5. Zoning Map
6. Zoning Table of Allowable Uses
7. Applicant Narrative
8. Annexation Petition - Lamb Annexation

Zoning Map

Lamb Annexation



4.02 Table of Allowable Uses

This article shall follow the requirements established in **Table 4.02-1, Table of Allowable Uses.**

Table 4.02-1 Table of Allowable Uses													
Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Residential													
Manufactured Home	P	P	P		P	P							Y
Mixed-Use Dwelling					C		P	P	P				
Multi-Family Dwelling				P					P				Y
Single-Family Attached Dwelling	C		P	P	P								Y
Single-Family Detached Dwelling	P	P	P	P	P								
Group Living / Lodging													
Bed and Breakfast	C	C		C	C		C						
Boarding and Rooming House				C	C				P				Y
Group Home		P	P	P	P	P			P				
Hotel/Motel							P	C	P	P			
Long-Term Care Facilities				C			C		P				
Agriculture													
Agriculture	P	P									C		
Greenhouse/Nursery									P	P			
Stable	P	P											Y

Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Commercial / Office													
Animal Services													
Kennel	C								P	P			Y
Veterinary Facilities, Large animals	P								C	C	P		Y
Veterinary Facilities, Small animals	P						P		P	P			Y
Food													
Brew Pub, Distillery Pub, or Limited Winery							P	P	P	P			Y
Food Catering									P	P			
Grocery Store							P	C	P	C			Y
Restaurant, Fast Food							P		P	C			Y
Restaurant, Fast Food with Drive-Thru							C		P	C			Y
Restaurant, Sit-down							P	P	P	P			Y
Entertainment / Recreation													
Adult Entertainment Establishments											P		Y
Art Studio					C		P	P	P	P	P		
Bar/Tavern							P	P	P	P	P		Y
Club/Lodge							P	C	P				
Entertainment Facility							P		P				
Golf Course	P	P	P						C			P	Y
Nightclub									P	P	P		Y
Recreational Entertainment, Indoor							P		P	P		P	
Recreational Entertainment, Outdoor							P		P	P			Y
Tourist Facilities								P	P			P	

Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Retail Sales / Personal Services													
Building and Landscaping Materials Supply							C		C	P	P		
Child Care Center					C		P	P	P				
Convenience Store							P	P	P	P			Y
Convenience Store with fuel sales							P		P	P			Y
Financial Institution							P	C	P				Y
Health and Membership Club							P	C	P	P			
Pawn Shop							P		P	P			Y
Personal Services					C		P	P	P	C			
Print Shop									P	P			
Retail Store							P	P	P				Y
Office													
Professional Office					C		P	P	P	P			
Automotive													
Car Wash							P		P	P			Y
Heavy Equipment Sales and Rental	C										P		Y
Motor Vehicle Dealership									P	P			Y
Motor Vehicle Repair, Heavy											P		Y
Motor Vehicle Repair, Light							P		P	P	P		Y
Motor Vehicle Storage										P	P		
Service Station							C		P	P	P		Y
Marijuana													
Medical Marijuana Store									P				Y
Retail Marijuana Store									P				Y

Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Industrial / Natural Resources													
Auction	C									P	P		
Brewery, Distillery, or Winery							C	C	P	P	P		Y
Commercial Dry Cleaning Facility										C	P		
Contractor and Contractor Storage										C	P		Y
Industrial and Manufacturing, Heavy											P		Y
Industrial and Manufacturing, Light									C	P	P		Y
Mini-Storage Facility									C	P	P		Y
Research and Development									C	C	P		
Resource Extraction	C										P	C	Y
Wholesale Distribution, Warehousing, and Storage										P	P		
Workshop							C	C	P	P	P		Y
Institutional / Civic / Public													
Death Care Services													
Cemetery	P	P										P	Y
Funeral Services							C		P	P			Y
Education													
College							P	C	P	P		P	
School												P	
Technical School							P	C	P	P		P	Y
Assembly													
Community Facility		P	P	P	P		P		P	P		P	
Religious Land Use	C	P	P	P	P		P		P	P			
Government / Non-Profit													
Civic Space	P	P	P	P	P		P	P	P	P		P	
Public Facilities	C						C	C	C	C	C	P	

Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Medical													
Medical Care Facility									P	P			
Medical Office							P	C	P				Y
Infrastructure													
Transportation / Parking													
Airport											C	C	Y
Off-Street Parking Facility							C	P	C	P	P	P	Y
Transit Facilities									P			P	
Communications													
Communication Facility	C									C	C	C	Y
Wireless Telecommunications Facility	C									C	C	C	Y
Waste-Related													
Recycling Facility											P		
Salvage Yard											C		Y
Solid Waste Facility											C	C	Y
Accessory Uses													
Accessory Building	P	P	P	P	P	P							Y
Accessory Dwelling Unit	P	P	P		P				P				Y
Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	Y
Home Occupation	P	P	P	P	P	P		P	P				Y

**PETITION FOR ANNEXATION OF UNINCORPORATED TERRITORY
IN THE COUNTY OF LAIRMER, STATE OF COLORADO
TO THE TOWN OF WELLINGTON, COLORADO**

LAMB ANNEXATION

The undersigned, in accordance with Article 12, Title 31, CRS, as amended, hereby petition the Town Board of the Town of Wellington, Colorado, for annexation to the Town of Wellington the incorporated territory more particularly described below, to be known as **Lamb Annexation**, and in support of said Petition, the Petitioners allege that:

1. It is desirable and necessary the following described territory be annexed to the Town of Wellington, Colorado;

See Attached Exhibit "A"

2. Not less than one-sixth (1/6) of the perimeter of each of the parcel(s) proposed to be annexed are contiguous with the Town of wellington, Colorado;
3. A community of interest exists between the territory proposed to be annexed and the Town of Wellington, Colorado;
4. The territory to be annexed in urban or will be urbanized in the near future;
5. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Wellington, Colorado;
6. The signature of the Petition: (i) comprise of the landowners of more than fifty percent (50%) of the territory in the area proposed to be annexed, exclusive of streets, alleys and/or rights of way; and (ii) and hereby request that the Town of Wellington approve the annexation of the area proposed to be annexed;
7. No land help in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless said tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising of .87 acre and which, together the building and improvements situated thereon has an assessed value in excess of One Hundred Ninety Thousand and Seven Hundred Dollars (\$190,700) for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.

8. No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;
9. The area proposed to be annexed is located within Larimer county, the Poudre R-1 school District, Wellington Fire Protection District, the Northern Colorado Water Conservancy District, Boxelder Stormwater District, and the Health District of Northern Larimer County;
10. The mailing address of each signer, the legal description of the land owner by each signer and the date of signing of each signature are all shown on this petition;
11. Accompanying this petition are four (4) copies of the annexation map containing the information required under the Town of Wellington Annexation Submittal Checklist.
12. The territory to be annexed is not presently a part of any incorporated city, city and county, or town;
13. The undersigned and the Town intend on entering into and Annexation and Development Agreement with the Town of wellington prior to the effective date of this annexation, the terms and conditions of which agreement shall be additional conditions as effectively as if set forth in full in this petition.
14. Unless otherwise agreed upon by petitioners and the Town of Wellington in the Annexation and Development Agreement, the undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map;

- a. Water rights shall be provided pursuant to Town ordinance;
 - b. The territory to be annexed shall be included in the Municipal Sub-district of the Northern Colorado Water Conservancy district;
 - c. The owners shall participate in providing drainage plans and improvements and payment of a unit drainage fee as may be required by the Town for the area;
 - d. Future development of the property shall be subject to payment of the capital expansion fees pursuant to the Wellington Municipal code;
 - e. The undersigned and the Town may enter into a Pre-Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effective as if set forth in this petition;
 - f. Future provision of electrical services within the annexed territory are subject to a surcharge as provided in the Wellington Municipal Code; and
 - g. Any development with in annexed territory shall comply with the Town of Wellington Comprehensive Master Plan.
15. Petitioners reserve the right to withdraw the Annexation Petition at any time prior to the effective date of the ordinance annexing the property.
16. The Petition of annexation may be executed in multiple counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one and the same document.

Therefore, the undersigned hereby request that the Town of Wellington approve the annexation of the area described.

In addition of the annexation, the undersigned request the zoning of C-3 Highway Commercial for the above described property.

EXECUTED this 15th day of March, 2022

Owner(s):

Linda Lamb

By:


Linda Lamb

Title: _____

Address: PO Box 37

Wellington, CO 80549

STATE OF COLORADO)

) SS

COUNTY OF LARIMER)

The foregoing Petition of Annexation was subscribed and sworn to before me this 15th day of March A.D., 2022, by Linda Lamb as owner of property.

Witness my hand and official seal.

My commission expires:

June 14, 2023



Notary Public

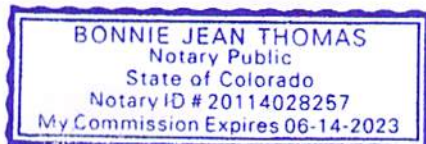


Exhibit "A"
Property Description
Lamb Annexation
To the Town of Wellington

TR IN SW OF 34-9-68, BEG 452.93 FT N OF SW COR SD SEC; TH N 430.48 FT; TH
E 146.47 FT; TH S 15 08' 20" W 445.96 FT; TH W 30 FT TPOB; LESS CNTY RD
ROW ON W 30 FT

May 9, 2022

Cody Bird, Planning Director
Town of Wellington
PO Box 127
Wellington, CO 80549

Bob Overbeck, Larimer County Assessor
200 W. Oak Street, 2nd Floor
PO Box 1190
Fort Collins, CO 80522

Via Email: birdca@wellingtoncolorado.gov Via Email: overbebc@larimer.org

Re: Request for Comments from Poudre River Public Library District Regarding
Lamb Annexation Described in Town Board of Trustees Resolution 14-2022.

Dear Cody and Bob:

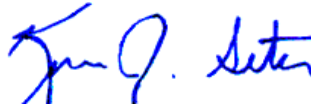
Thank for the opportunity to comment on the proposed annexation of the Lamb Parcel which is identified on page 2 (the “**Property**”).

Poudre River Public Library District does not object to the annexation of the Property into the corporate boundaries of the Town of Wellington. However, the Library District reminds you that the annexation of the Property to the Town does not automatically remove it from the boundaries of the Library District or its tax rolls. Please see, *Board of Trustees of the Town of Wellington v. Board of Trustees of Fort Collins Regional Library District*, Colorado Court of Appeals No. 08CA2458 (July 09, 2009).

Thank you for attention to this matter. Please contact me if you have any questions or concerns or would like to discuss removal from the Library District under C.R.S. § 24-90-106.5.

Sincerely,

SETER & VANDER WALL, P.C.



Kim J. Seter

cc: Poudre Library Board of Trustees
Diane LaPierre, Executive Director

{00596568}

Cody Bird, Bob Overbeck

Re: Request for Comments from Poudre River Public Library District Regarding Lamb Annexation Described in Town Board of Trustees Resolution 14-2022.

May 9, 2022

Page 2 of 2

LAMB ANNEXATION A tract of land situate in the SW 1/4 of Section 34, Township 9 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the West line of said SW 1/4 as bearing North and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the West line of said SW 1/4 which bears North 452.93 feet from the SW corner of said Section 34 and run thence North 430.48 feet along the said West line, thence East 146.47 feet to a point on the Westerly line of Interstate Highway No. 25, thence along said Westerly line S 15°08'20" W 445.96 feet, thence West 30.00 feet to the Point of Beginning, County of Larimer, State of Colorado 5226102 Coloradoan 04/22/2022

Board of Trustees Meeting

Date: May 24, 2022
Submitted By: Cody Bird, Planning Director
Subject: Ordinance No. 12-2022: An Ordinance Conditionally Annexing the Lamb Annexation into the Town of Wellington

- **Presentation: Cody Bird, Planning Director**

EXECUTIVE SUMMARY

This agenda item is for the Board of Trustees to consider an ordinance to annex property known as the Lamb Annexation (7840 Sixth St.) into the Town of Wellington and, if annexed, assign a Town zoning district classification. Please refer to background materials and attachments included with the public hearing agenda item.

BACKGROUND / DISCUSSION

- Town staff and the Planning Commission have recommended annexing the property into the Town of Wellington.
- If the Board of Trustees approves annexing the property to the Town, a Town zoning district classification is assigned at the time of annexation.
- Town staff and the Planning Commission have recommended zoning the property C-3 Mixed Use Commercial. The Planning Commission's recommendation is based on the findings of fact included in the staff report to the Planning Commission at the May 2, 2022 meeting.
- The Board of Trustees should make specific and substantiated findings of fact to support its decision to assign zoning to a property annexed to the Town. Findings of fact are factors or matters that are considered by the Board in evaluating zoning, and factors determined by the Board to be important will be the basis for the Board's zoning decision for the annexed property.
- The Board may choose to adopt the Planning Commission's findings, may modify the Planning Commission's findings, or may adopt its own findings.
- The following are zoning factors and a brief explanation of each factor evaluated by Town staff and the Planning Commission:
 1. **CHARACTER OF THE NEIGHBORHOOD:** *(Factual description of the application area and surrounding property as to general nature, conditions, age of structures, etc.).*
 2. **ZONING AND USES OF PROPERTIES NEARBY:** *(Factual description of surrounding property as to existing zoning and land uses).*
 3. **SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED:** *(How is the property currently zoned and what uses are allowed on the property? Are there uses suitable given surrounding zoning and site criteria? Are the current allowed uses the only ones that might be appropriate for this property?)*
 4. **EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY:** *(Can the uses allowed in the requested district be good neighbors to existing development? This is a subjective question. The focus should be on facts, not fears, and should be based on issues that zoning can address)*

5. **LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED:** *(Factual information, but its importance may be somewhat subjective. A property may be vacant because the current zoning is unsuitable, but there may be other reasons not related to zoning. Some examples might be a glut of available property of the same zoning district, financing problems, land speculation, fragmented ownership, lack of available public services, or other development problems.)*
6. **GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE POSSIBLE DIMINUATION IN VALUE OF THE APPLICANT'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED ON THE APPLICANT IF THE REQUEST IS DENIED:** *(The protection of public health, safety, and welfare is the primary basis for zoning. The relationship between the property owner's right to use and obtain value from their property and the Town's responsibility to its citizens should be weighed.)*
7. **IMPACT OF THE PROPOSED DEVELOPMENT ON COMMUNITY FACILITIES:** *(Are water and sewer available for extension? How are roads impacted? Can other community facilities handle the increased development? Should be based on factual information referencing standards used to make the determination.)*
8. **OPPOSITION OR SUPPORT OF NEIGHBORHOOD RESIDENTS:** *(Neighborhood support or opposition is just one of the factors to be considered in a decision to approve or deny a zoning request. Other applicable factors should also be considered.)*
9. **CONFORMANCE OF THE REQUESTED CHANGE TO THE TOWN'S COMPREHENSIVE PLAN:** *(Does the request agree with the adopted plan recommendations? If not, is the plan out-of-date or are there mitigating circumstances which speak to the nonconformity?)*
10. **RECOMMENDATION OF PROFESSIONAL PLANNING STAFF:** *(Should be based on the preceding factors, adopted plans and policies, other technical reports which speak to the topic and staff's best professional judgement.)*

STAFF RECOMMENDATION

When considering an annexation, the Board of Trustees should take the following actions:

- Approve or deny the annexation request;
- Adopt findings of fact;
- Assign a zoning district classification; and
- Take action or postpone Ordinance No. 12-2022.

Staff recommends motion #1 below. The attached Ordinance No. 12-2022 includes annexing the property into the Town, and assigning the zoning classification of C-3 Mixed Use Commercial.

#1. Move to adopt Ordinance No. 12-2022 conditionally annexing the Lamb Annexation to the Town of Wellington, zoning the property C-3 Mixed Use Commercial, and updating the official maps of the Town.

-- OR --

#2. Remand the Lamb Annexation case to the Planning Commission for further consideration of _____ (insert specific topics for the Commission to consider and provide a recommendation).

-- OR --



#3. Move to continue consideration of annexation of the Lamb Annexation to a regular/special meeting of the Board of Trustees to be held _____(month) _____(day), 2022 at _____(time) at the Wilson Leeper Center, 3800 Wilson Ave., Wellington, Colorado.

ATTACHMENTS

1. Ordinance No. 12-2022

TOWN OF WELLINGTON

ORDINANCE NO. 12-2022

AN ORDINANCE CONDITIONALLY ANNEXING THE PROPERTY KNOWN AS LAMB ANNEXATION TO THE TOWN OF WELLINGTON, COLORADO.

WHEREAS, a petition has been filed by Linda Lamb, as 100% owner of the annexation of a parcel of land located within the southwest quarter of Section 34, Township 9 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, and more particularly described on Exhibit "A," incorporated herein by reference; and

WHEREAS, the Board adopted Resolution No. 14-2022 on April 12, 2022 and determined that requirements of C.R.S. 31-12-104 and -105 had been met; and

WHEREAS, an annexation map with all required supporting materials has been submitted to the Town; and

WHEREAS, a community of interest exists between the Town and the property proposed to be annexed; and

WHEREAS, the area proposed to be annexed is or will soon be developed; and

WHEREAS, the petitioners for the annexation have demonstrated to the Town that the capacity of existing sewer and water utilities within the Town is or will be sufficient to serve development proposed in the conceptual plan for the property proposed to be annexed at rates which are the same as those rates applying within the existing Town, and that the annexation will result in no increase in rates for these services for other citizens of the Town as a result of the annexation; and

WHEREAS, the fiscal impacts upon the Town as a result of the annexation and development of the property will be sufficiently offset, including costs to the Town for police protection, parks and recreation, streets, sidewalks, utilities and other public costs resulting from the annexation and development of the property; and

WHEREAS, a public hearing was held on said petition pursuant to C.R.S. 31-12-108 and -109 on May 24, 2022 at 6:30pm; and

WHEREAS, no election is required pursuant to C.R.S. 31-12-107(2); and

WHEREAS, notice of the hearing on the Annexation Petition was properly published at least 30 days prior to the date of the hearing pursuant to C.R.S. 31-12-108(2), and a copy of the published notice, together with a copy of the notice of the hearing, was properly sent by registered mail to the clerk of the Board of County Commissioners and to the Larimer County Attorney and to Poudre School District R-1 and to special districts having territory within the

area to be annexed at least 25 days prior to the date of such hearing, pursuant to C.R.S. 31-12-108(2).

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

1. The property described on Exhibit “A” is hereby conditionally annexed and will be included within the Town of Wellington, Larimer County, Colorado so long as the Annexation Map and the Annexation ordinance are recorded in the records of the Clerk and Recorder of Larimer County, Colorado. If the condition is not met as evidenced by the recordation no later than December 31, 2022, the property shall not be annexed and this annexation shall be void and of no impact on the property.
2. Pursuant to C.R.S. 31-12-115, the annexed area is hereby zoned as C3 – Mixed Use Commercial District.
3. 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.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this ____ day of _____, 2022 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION – LAMB ANNEXATION

A tract of land situate in the SW 1/4 of Section 34, Township 9 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the West line of said SW 1/4 as bearing North and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the West line of said SW 1/4 which bears North 452.93 feet from the SW corner of said Section 34 and run thence North 430.48 feet along the said West line, thence East 146.47 feet to a point on the Westerly line of Interstate Highway No. 25, thence along said Westerly line S 15°08'20" W 445.96 feet, thence West 30.00 feet to the Point of Beginning, County of Larimer, State of Colorado.

Board of Trustees Meeting

Date: May 24, 2022
Submitted By: Hallie Sheldon, Senior Management Analyst
Subject: Resolution No. 21-2022: A Resolution Authorizing Temporary Road Closures for the Annual 4th of July Celebration

- **Presentation:** Kallie Cooper, Community and Business Liaison

EXECUTIVE SUMMARY

The Community Activities Commission (CAC) members are requesting approval from the Board of Trustees to proceed with the closure of portions of Highway 1 (Cleveland Ave), adjacent residential side streets, Sixth Street, and Buffalo Creek Parkway for the purpose of executing the Fourth of July parade, festival, and firework display on July 4, 2022.

BACKGROUND / DISCUSSION

Integrity Traffic Control out of Greenwich Village, CO was selected by the Community Activities Commission (CAC) members to provide traffic control for the Fourth of July. The CAC has been provided with draft traffic control plans from Integrity Traffic Control and these plans have been reviewed by the Wellington Fire Protection District and the Larimer County Sheriff's Department.

Additional work is being performed by Town staff to ensure that BNSF Railroad, Buffalo Creek HOA, and residents and businesses have been notified of the proposed closures.

Integrity Traffic Control will also notify the Colorado Department of Transportation, Colorado State Patrol, and BNSF Railroad to notify them of the road closure.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 21-2022.
2. Approve Resolution No. 21-2022 with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of Resolution No. 21-2022 to a specified date and time and provide staff direction regarding additional information or amendments the Trustees would like to request for their further consideration.
4. Vote to deny Resolution No. 21-2022

Staff recommends option #1.

ATTACHMENTS

1. 4TH OF JULY RESOLUTION 2022
2. Integrity Traffic Control

TOWN OF WELLINGTON
RESOLUTION 21-2022

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF PORTIONS OF
STATE HIGHWAY 1/CLEVELAND AVENUE, FIRST STREET, SECOND STREET, THIRD
STREET, FOURTH STREET, FIFTH STREET, SIXTH STREET, HARRISON AVENUE
AND BUFFALO CREEK PARKWAY WITHIN THE TOWN OF WELLINGTON DURING
THE ANNUAL FOURTH OF JULY CELEBRATION ON JULY 4, 2022

WHEREAS, the Wellington Community Activities Commission is conducting the Fourth of July Parade for the residents of the Town of Wellington; and

WHEREAS, it is necessary to temporarily close a portion of State Highway 1 and Cleveland Avenue within the Town of Wellington to traffic on July 4, 2022 for the Fourth of July Parade; and

WHEREAS, it is necessary to temporarily close portions of local residential streets within the Town of Wellington to traffic on July 4, 2022 for the Fourth of July Parade and Festival; and

WHEREAS, it is necessary to temporarily close a portion of Sixth Street within the Town of Wellington to traffic on July 4, 2022 for the Fourth of July Fireworks; and

WHEREAS, said temporary closures are permitted by C.R.S. 42-4-109 and Section 23-9 of the Model Traffic Code

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO.

Section 1. The following streets are to be closed to automobile traffic, except for residents and/or business owners of these streets at the time specified; and State Highway 1 from the Y (intersection of CR 9 and Hwy 1) - North to First Street and Cleveland Avenue from First Street to Fifth Street from 6:00 am to 12:00 pm.; and Fifth Street South from Cleveland Avenue to Roosevelt Avenue from 6:00 a.m. to 12:00 p.m.; and First Street from Cleveland Avenue to Kennedy Avenue from 6:00 a.m. to 12:00 p.m.; Sixth Street from Grant Avenue to Washington Avenue from 2:00 p.m. to 11:00 p.m.; and Buffalo Creek Parkway from Stampede Dr. to Iron Horse Way from 6:00 a.m. to 8:00 p.m.

Section 2. State Highway 1 and Cleveland Avenue traffic during the time of closure will be rerouted on State Highway 1 at Jefferson Avenue (County Road 62) East to Sixth Street and North to Cleveland Avenue, or Cleveland Avenue at Sixth Street South to Jefferson Avenue and West on Jefferson Avenue to State Highway 1.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of May, 2022.

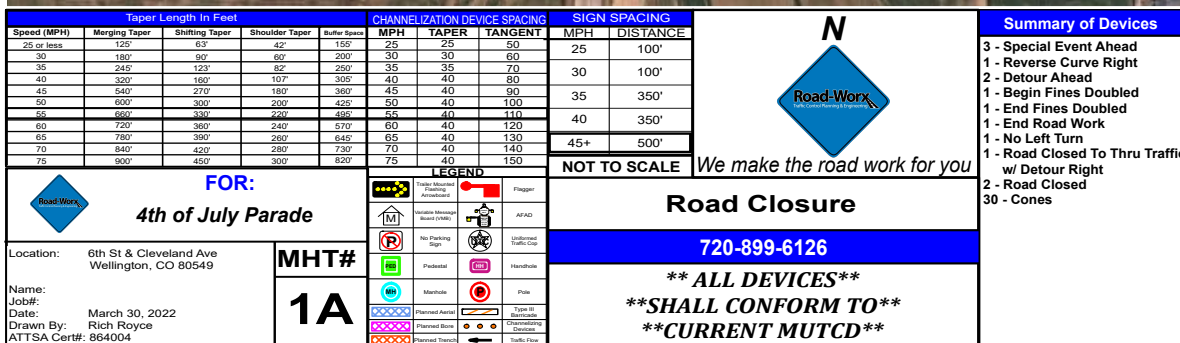
TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk

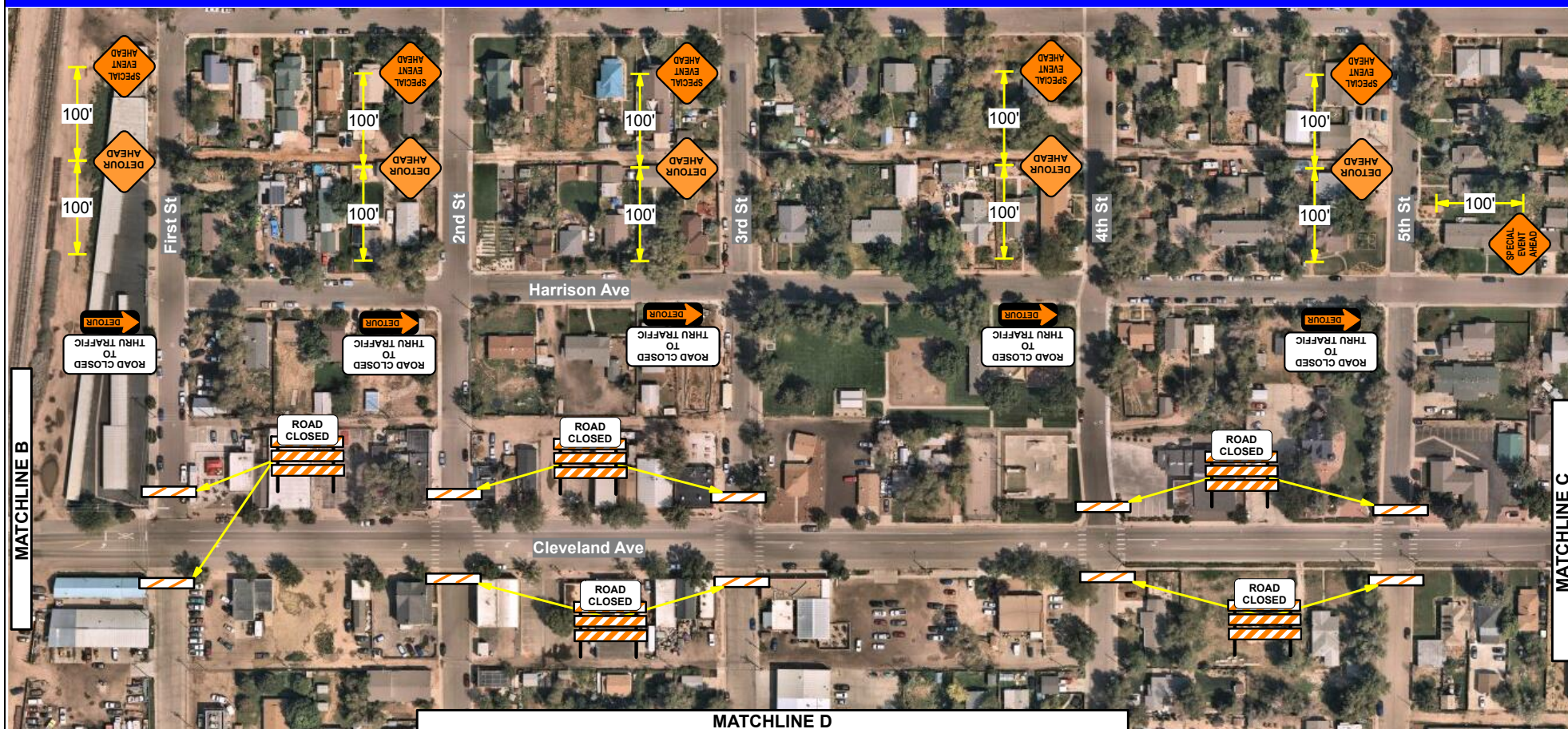
www.invarion.com





We make the road
work for you

6th St & Cleveland Ave



Road Worx		FOR: 4th of July Parade		LEGEND Variable Message Board (VMS) Flashing Arrow Sign No Parking Sign Pedestrian Matchline Planned Aerial Planned Bore Planned Trench Flagger Advanced Traffic Sign Handhole Pole Type III Barricade Channelization Device Traffic Flow		Road Closure 720-899-6126 **ALL DEVICES** **SHALL CONFORM TO** **CURRENT MUTCD**		TAPER LENGTH IN FEET <table><thead><tr><th>Speed (MPH)</th><th>Merging Taper</th><th>Shifting Taper</th><th>Shoulder Taper</th><th>Buffer</th></tr></thead><tbody><tr><td>25 or less</td><td>125'</td><td>63'</td><td>42'</td><td>155'</td></tr><tr><td>30</td><td>180'</td><td>90'</td><td>60'</td><td>200'</td></tr><tr><td>35</td><td>245'</td><td>123'</td><td>82'</td><td>250'</td></tr><tr><td>40</td><td>320'</td><td>160'</td><td>107'</td><td>305'</td></tr><tr><td>45</td><td>540'</td><td>270'</td><td>180'</td><td>360'</td></tr><tr><td>50</td><td>600'</td><td>300'</td><td>200'</td><td>425'</td></tr><tr><td>55</td><td>660'</td><td>330'</td><td>220'</td><td>495'</td></tr><tr><td>60</td><td>720'</td><td>360'</td><td>240'</td><td>570'</td></tr><tr><td>65</td><td>780'</td><td>390'</td><td>260'</td><td>645'</td></tr><tr><td>70</td><td>840'</td><td>420'</td><td>280'</td><td>730'</td></tr><tr><td>75</td><td>900'</td><td>450'</td><td>300'</td><td>820'</td></tr></tbody></table>				Speed (MPH)	Merging Taper	Shifting Taper	Shoulder Taper	Buffer	25 or less	125'	63'	42'	155'	30	180'	90'	60'	200'	35	245'	123'	82'	250'	40	320'	160'	107'	305'	45	540'	270'	180'	360'	50	600'	300'	200'	425'	55	660'	330'	220'	495'	60	720'	360'	240'	570'	65	780'	390'	260'	645'	70	840'	420'	280'	730'	75	900'	450'	300'	820'	CHANNELIZATION DEVICE SPACING <table><thead><tr><th>MPH</th><th>TAPER</th><th>TANGENT</th></tr></thead><tbody><tr><td>25</td><td>25'</td><td>50'</td></tr><tr><td>30</td><td>30'</td><td>60'</td></tr><tr><td>35</td><td>35'</td><td>70'</td></tr><tr><td>40</td><td>40'</td><td>80'</td></tr><tr><td>45</td><td>40'</td><td>90'</td></tr><tr><td>50</td><td>40'</td><td>100'</td></tr><tr><td>55</td><td>40'</td><td>110'</td></tr><tr><td>60</td><td>40'</td><td>120'</td></tr><tr><td>65</td><td>40'</td><td>130'</td></tr><tr><td>70</td><td>40'</td><td>140'</td></tr></tbody></table>			MPH	TAPER	TANGENT	25	25'	50'	30	30'	60'	35	35'	70'	40	40'	80'	45	40'	90'	50	40'	100'	55	40'	110'	60	40'	120'	65	40'	130'	70	40'	140'	SIGN SPACING <table><thead><tr><th>MPH</th><th>DISTANCE</th></tr></thead><tbody><tr><td>25</td><td>100'</td></tr><tr><td>30</td><td>100'</td></tr><tr><td>35</td><td>350'</td></tr><tr><td>40</td><td>350'</td></tr><tr><td>45+</td><td>500'</td></tr></tbody></table>		MPH	DISTANCE	25	100'	30	100'	35	350'	40	350'	45+	500'	SUMMARY OF DEVICES 6 - Special Event Ahead 1 - Turn Lane Closed Ahead 5 - Detour Ahead 5 - Road Closed To Thru Traffic w/ Detour Left 8 - Road Closed		N Road-Worx WE MAKE THE ROAD WORK FOR YOU	
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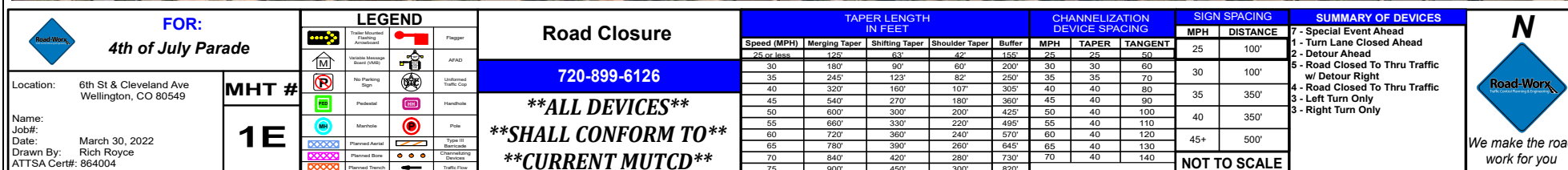
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Speed: 30MPH
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Scope: Pothole/Bore

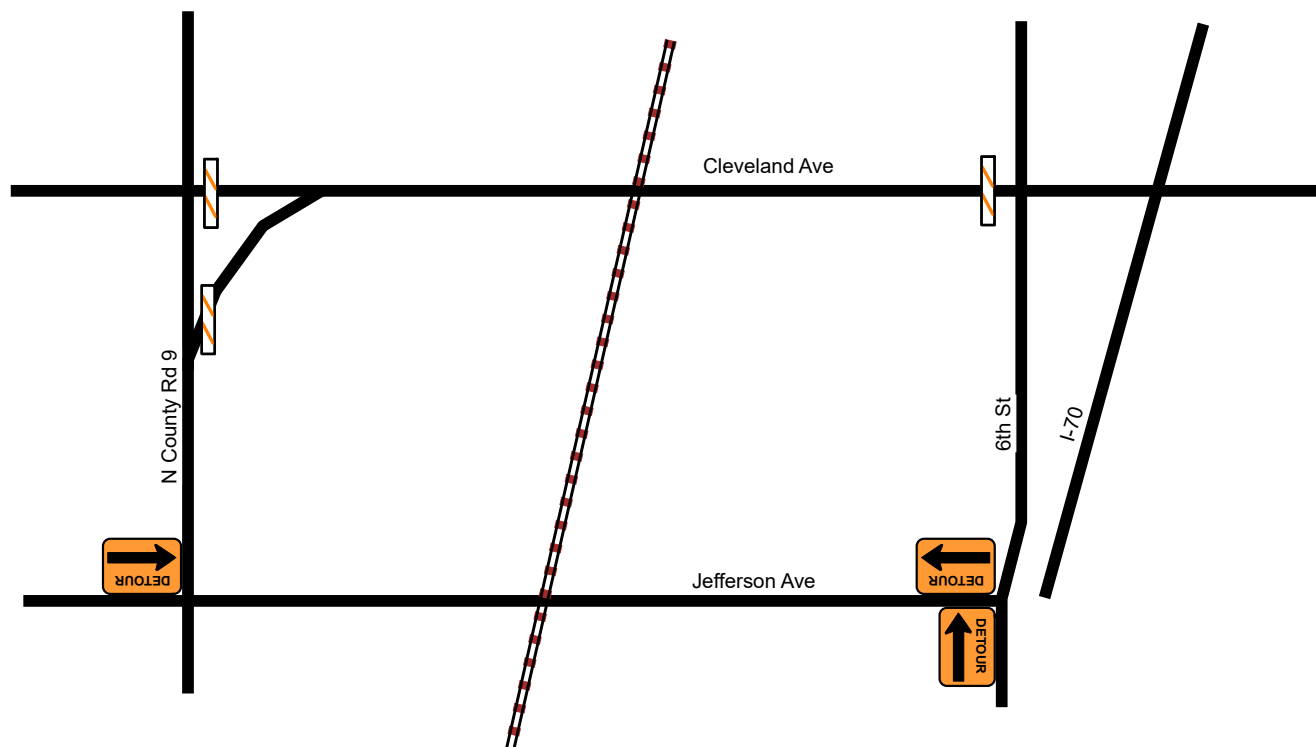
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FOR: 4th of July Parade		LEGEND  Yellow Flag  Orange Flag  Red Flag  Blue Flag  White Flag  Yellow Flag  Orange Flag  Red Flag  Blue Flag  White Flag  Yellow Flag  Orange Flag  Red Flag  Blue Flag  White Flag  Yellow Flag  Orange Flag  Red Flag  Blue Flag  White Flag		Road Closure 720-899-6126 **ALL DEVICES** **SHALL CONFORM TO** **CURRENT MUTCD**		TAPER LENGTH IN FEET <table><thead><tr><th>Speed (MPH)</th><th>Merging Taper</th><th>Shifting Taper</th><th>Shoulder Taper</th><th>Buffer</th></tr></thead><tbody><tr><td>25 or less</td><td>125'</td><td>63'</td><td>42'</td><td>155'</td></tr><tr><td>30</td><td>180'</td><td>90'</td><td>60'</td><td>200'</td></tr><tr><td>35</td><td>245'</td><td>123'</td><td>82'</td><td>250'</td></tr><tr><td>40</td><td>320'</td><td>160'</td><td>107'</td><td>305'</td></tr><tr><td>45</td><td>540'</td><td>270'</td><td>180'</td><td>360'</td></tr><tr><td>50</td><td>600'</td><td>300'</td><td>200'</td><td>425'</td></tr><tr><td>55</td><td>660'</td><td>330'</td><td>220'</td><td>495'</td></tr><tr><td>60</td><td>720'</td><td>360'</td><td>240'</td><td>570'</td></tr><tr><td>65</td><td>780'</td><td>390'</td><td>260'</td><td>645'</td></tr><tr><td>70</td><td>840'</td><td>420'</td><td>280'</td><td>730'</td></tr><tr><td>75</td><td>900'</td><td>450'</td><td>300'</td><td>820'</td></tr></tbody></table>			Speed (MPH)	Merging Taper	Shifting Taper	Shoulder Taper	Buffer	25 or less	125'	63'	42'	155'	30	180'	90'	60'	200'	35	245'	123'	82'	250'	40	320'	160'	107'	305'	45	540'	270'	180'	360'	50	600'	300'	200'	425'	55	660'	330'	220'	495'	60	720'	360'	240'	570'	65	780'	390'	260'	645'	70	840'	420'	280'	730'	75	900'	450'	300'	820'	CHANNELIZATION DEVICE SPACING <table><thead><tr><th>MPH</th><th>TAPER</th><th>TANGENT</th></tr></thead><tbody><tr><td>25</td><td>25</td><td>50</td></tr><tr><td>30</td><td>30</td><td>60</td></tr><tr><td>35</td><td>35</td><td>70</td></tr><tr><td>40</td><td>40</td><td>80</td></tr><tr><td>45</td><td>40</td><td>90</td></tr><tr><td>50</td><td>40</td><td>100</td></tr><tr><td>55</td><td>40</td><td>110</td></tr><tr><td>60</td><td>40</td><td>120</td></tr><tr><td>65</td><td>40</td><td>130</td></tr><tr><td>70</td><td>40</td><td>140</td></tr></tbody></table>			MPH	TAPER	TANGENT	25	25	50	30	30	60	35	35	70	40	40	80	45	40	90	50	40	100	55	40	110	60	40	120	65	40	130	70	40	140	SIGN SPACING <table><thead><tr><th>MPH</th><th>DISTANCE</th></tr></thead><tbody><tr><td>25</td><td>100'</td></tr><tr><td>30</td><td>100'</td></tr><tr><td>35</td><td>350'</td></tr><tr><td>40</td><td>350'</td></tr><tr><td>45+</td><td>500'</td></tr></tbody></table>		MPH	DISTANCE	25	100'	30	100'	35	350'	40	350'	45+	500'	SUMMARY OF DEVICES 6 Special Event Ahead 1 Left Lane Closed Ahead 1 Reverse Curve Right 2 Detour Ahead 1 Begin Fines Doubled 1 End Fines Doubled 1 End Road Work 30 - Cones		 We make the road work for you
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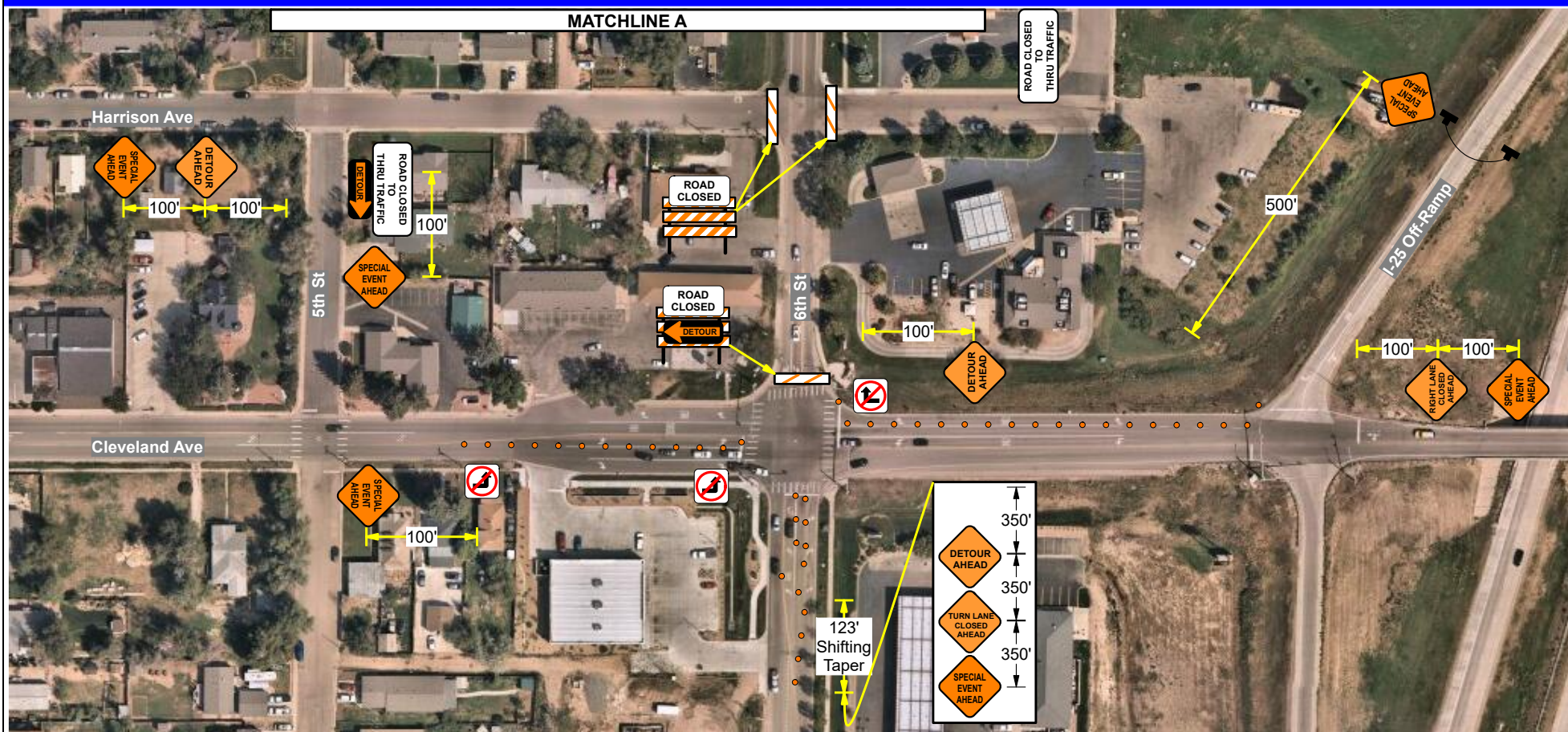


6th St & Cleveland Ave



Road-Work FOR: 4th of July Parade		LEGEND Traffic Manned Flashing Arrowboard Variable Message Sign (VMS) No Parking Sign Pallet Manhole Planned Aerial Planned Bore Planned Trench Flagger APAD Uniformed Traffic Cop Handhole Pole Type III Barricade Channelizing Device Traffic Flow Detour Route 720-899-6126 **ALL DEVICES** **SHALL CONFORM TO** **CURRENT MUTCD**		TAPER LENGTH IN FEET <table><thead><tr><th>Speed (MPH)</th><th>Merging Taper</th><th>Shifting Taper</th><th>Shoulder Taper</th><th>Buffer</th><th>MPH</th><th>TAPER</th><th>TANGENT</th></tr></thead><tbody><tr><td>25 or less</td><td>125'</td><td>63'</td><td>42'</td><td>155'</td><td>25</td><td>25</td><td>50</td></tr><tr><td>30</td><td>180'</td><td>90'</td><td>60'</td><td>200'</td><td>30</td><td>30</td><td>60</td></tr><tr><td>35</td><td>245'</td><td>123'</td><td>82'</td><td>250'</td><td>35</td><td>35</td><td>70</td></tr><tr><td>40</td><td>320'</td><td>160'</td><td>107'</td><td>305'</td><td>40</td><td>40</td><td>80</td></tr><tr><td>45</td><td>540'</td><td>270'</td><td>180'</td><td>360'</td><td>45</td><td>40</td><td>90</td></tr><tr><td>50</td><td>600'</td><td>300'</td><td>200'</td><td>425'</td><td>50</td><td>40</td><td>100</td></tr><tr><td>55</td><td>660'</td><td>330'</td><td>220'</td><td>495'</td><td>55</td><td>40</td><td>110</td></tr><tr><td>60</td><td>720'</td><td>360'</td><td>240'</td><td>570'</td><td>60</td><td>40</td><td>120</td></tr><tr><td>65</td><td>780'</td><td>390'</td><td>260'</td><td>645'</td><td>65</td><td>40</td><td>130</td></tr><tr><td>70</td><td>840'</td><td>420'</td><td>280'</td><td>730'</td><td>70</td><td>40</td><td>140</td></tr><tr><td>75</td><td>900'</td><td>450'</td><td>300'</td><td>820'</td><td>75</td><td>40</td><td>150</td></tr></tbody></table>				Speed (MPH)	Merging Taper	Shifting Taper	Shoulder Taper	Buffer	MPH	TAPER	TANGENT	25 or less	125'	63'	42'	155'	25	25	50	30	180'	90'	60'	200'	30	30	60	35	245'	123'	82'	250'	35	35	70	40	320'	160'	107'	305'	40	40	80	45	540'	270'	180'	360'	45	40	90	50	600'	300'	200'	425'	50	40	100	55	660'	330'	220'	495'	55	40	110	60	720'	360'	240'	570'	60	40	120	65	780'	390'	260'	645'	65	40	130	70	840'	420'	280'	730'	70	40	140	75	900'	450'	300'	820'	75	40	150	CHANNELIZATION DEVICE SPACING <table><thead><tr><th>MPH</th><th>TAPER</th><th>TANGENT</th></tr></thead><tbody><tr><td>25</td><td>25</td><td>50</td></tr><tr><td>30</td><td>30</td><td>60</td></tr><tr><td>35</td><td>35</td><td>70</td></tr><tr><td>40</td><td>40</td><td>80</td></tr><tr><td>45</td><td>40</td><td>90</td></tr><tr><td>50</td><td>40</td><td>100</td></tr><tr><td>55</td><td>40</td><td>110</td></tr><tr><td>60</td><td>40</td><td>120</td></tr><tr><td>65</td><td>40</td><td>130</td></tr><tr><td>70</td><td>40</td><td>140</td></tr><tr><td>75</td><td>40</td><td>150</td></tr></tbody></table>		MPH	TAPER	TANGENT	25	25	50	30	30	60	35	35	70	40	40	80	45	40	90	50	40	100	55	40	110	60	40	120	65	40	130	70	40	140	75	40	150	SIGN SPACING <table><thead><tr><th>MPH</th><th>DISTANCE</th></tr></thead><tbody><tr><td>25</td><td>100'</td></tr><tr><td>30</td><td>100'</td></tr><tr><td>35</td><td>350'</td></tr><tr><td>40</td><td>350'</td></tr><tr><td>45+</td><td>500'</td></tr></tbody></table>		MPH	DISTANCE	25	100'	30	100'	35	350'	40	350'	45+	500'	SUMMARY OF DEVICES 2 - Detour Left 1 - Detour Right		N Road-Work We make the road work for you	
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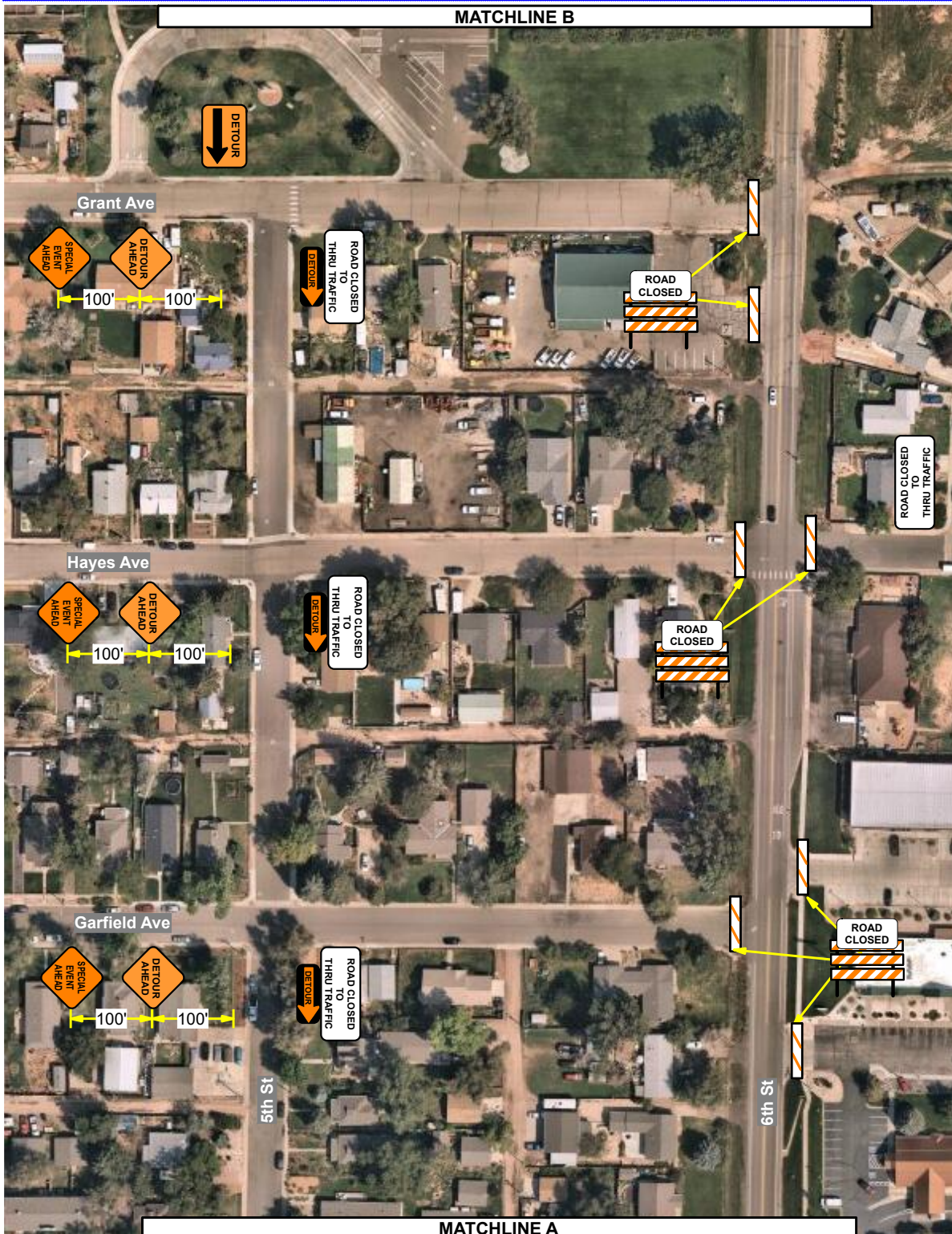
6th St & Cleveland Ave



FOR: 4th of July Parade		LEGEND Flagger </	
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6th St & Cleveland Ave

MATCHLINE B



MATCHLINE A

Taper Length In Feet					CHANNELIZATION DEVICE SPACING					SIGN SPACING	
Speed (MPH)	Merging Taper	Shifting Taper	Shoulder Taper	Buffer Space	MPH	TAPER	TANGENT	MPH	DISTANCE	MPH	DISTANCE
25 or less	125'	63'	47'	155'	25	25	50	25	100'	25	100'
30	180'	90'	60'	200'	30	30	60	30	100'	30	100'
35	245'	123'	82'	250'	35	35	70	35	100'	35	100'
40	320'	160'	107'	300'	40	40	80	40	100'	40	100'
45	540'	270'	180'	360'	45	40	90	45	350'	45	350'
50	600'	300'	200'	425'	50	40	100	50	350'	50	350'
55	660'	330'	220'	495'	55	40	110	55	350'	55	350'
60	720'	360'	240'	570'	60	40	120	60	350'	60	350'
65	780'	390'	260'	645'	65	40	130	65	350'	65	350'
70	840'	420'	280'	720'	70	40	140	70	350'	70	350'
75	900'	450'	300'	800'	75	40	150	75	350'	75	350'

FOR:
4th of July Parade

Location: 6th St & Cleveland Ave
Wellington, CO 80549

Name:
Date: March 30, 2022
Drawn By: Rich Royce
ATTSA Cert#: 864004

MHT#
2B



NOT TO SCALE

Road Closure

720-899-6126

**** ALL DEVICES ****
****SHALL CONFORM TO****
****CURRENT MUTCD****

We make the road work for you

- Summary of Devices**
- 3 - Special Event Ahead
 - 3 - Detour Ahead
 - 3 - Road Closed To Thru Traffic w/ Detour Right
 - 1 - Road Closed To Thru Traffic
 - 7 - Road Closed

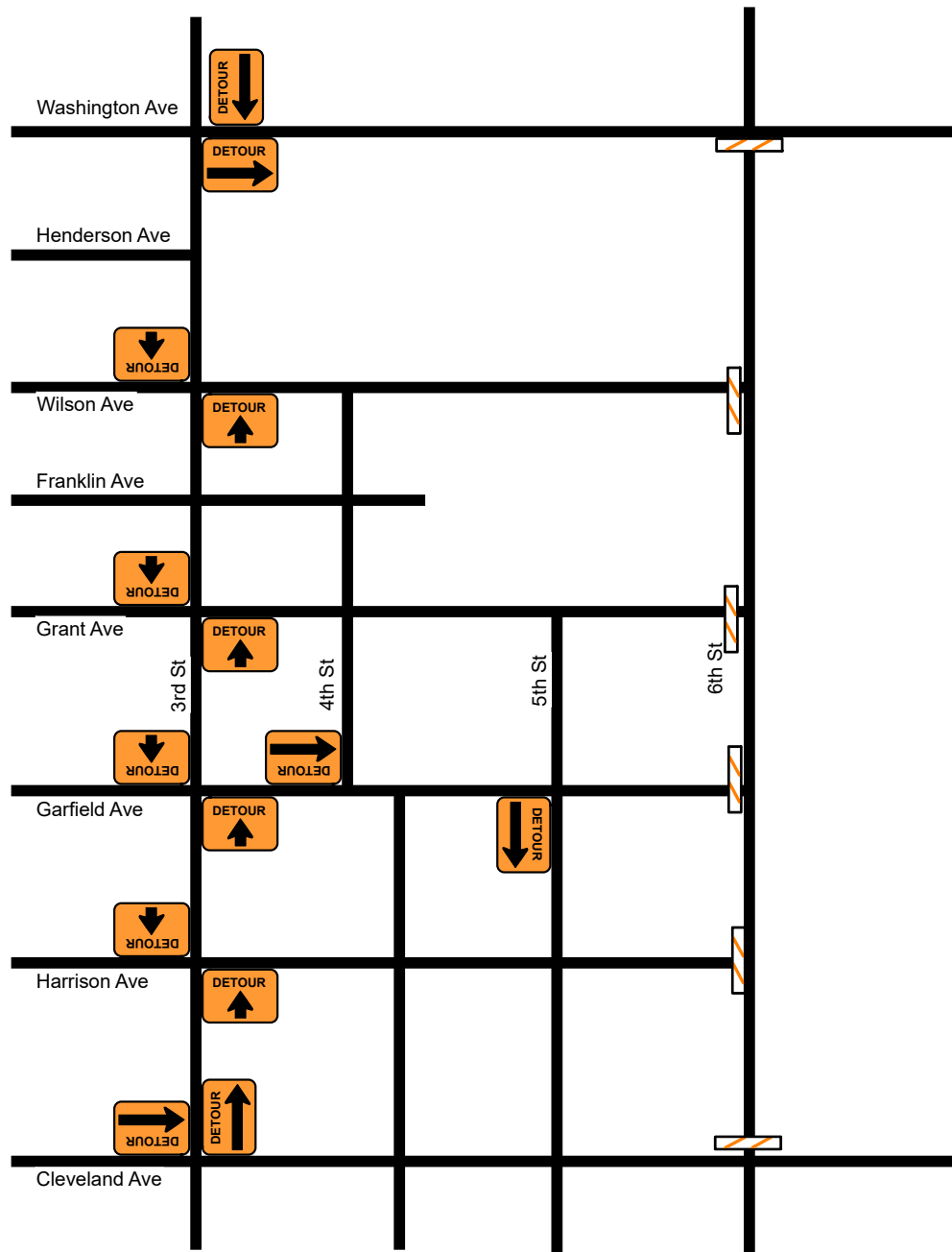


N

Road-Worx
Traffic Control Planning & Engineering

*We make the road
work for you*

6th St & Cleveland Ave



Taper Length in Feet					CHANNELIZATION DEVICE SPACING			SIGN SPACING	
Speed (MPH)	Merging Taper	Shifting Taper	Shoulder Taper	Buffer Space	MPH	TAPER	TANGENT	MPH	DISTANCE
25 or less	125'	63'	32'	155'	25	25	50	25	100'
30	180'	90'	48'	230'	30	30	60	30	100'
35	245'	123'	64'	290'	35	35	70	35	100'
40	320'	160'	80'	360'	40	40	80	40	100'
45	400'	200'	100'	440'	45	45	90	45	100'
50	480'	240'	120'	520'	50	50	100	50	100'
55	560'	280'	140'	600'	55	55	110	55	100'
60	640'	320'	160'	680'	60	60	120	60	100'
65	720'	360'	180'	760'	65	65	130	65	100'
70	800'	400'	200'	840'	70	70	140	70	100'
75	880'	440'	220'	920'	75	75	150	75	100'

FOR:
4th of July Parade

Location: 6th St & Cleveland Ave
Wellington, CO 80549

Name:
Job#: March 30, 2022
Drawn By: Rich Royce
ATTSA Cert#: 864004

MHT#
2D

LEGEND	
	Yellow Flag
	Orange Flag
	Red Flag
	Blue Flag
	Green Flag
	Purple Flag
	Pink Flag
	White Flag
	Black Flag
	Yellow Flag
	Orange Flag
	Red Flag
	Blue Flag
	Green Flag
	Purple Flag
	Pink Flag
	White Flag
	Black Flag

NOT TO SCALE

Detour Route

720-899-6126

**** ALL DEVICES ****
****SHALL CONFORM TO****
****CURRENT MUTCD****

Summary of Devices

8 - Detour Straight
2 - Detour Left
2 - Detour Right

www.invarion.com

6th St & Cleveland Ave



Taper Length In Feet					CHANNELIZATION DEVICE SPACING			SIGN SPACING	
Speed (MPH)	Merging Taper	Shifting Taper	Shoulder Taper	Buffer Space	MPH	TAPER	TANGENT	MPH	DISTANCE
25 or less	125'	63'	42'	15'	25	25	50	25	100'
30	150'	80'	50'	20'	30	30	60	30	100'
35	240'	123'	82'	25'	35	35	70	35	100'
40	320'	160'	107'	30'	40	40	80	40	100'
45	540'	270'	180'	35'	45	45	90	45	100'
50	600'	300'	200'	42'	50	50	100	50	100'
55	660'	330'	220'	45'	55	55	110	55	100'
60	720'	360'	240'	50'	60	60	120	60	100'
65	780'	390'	260'	55'	65	65	130	65	100'
70	840'	420'	280'	60'	70	70	140	70	100'
75	900'	450'	300'	65'	75	75	150	75	100'

FOR:
4th of July Parade

Location: 6th St & Cleveland Ave
Wellington, CO 80549

Name:
Date: March 30, 2022
Drawn By: Rich Royce
ATTSA Cert#: 864004

MHT#
3A

LEGEND	
	Flagger
	ADAD
	Unilateral Traffic
	Handbook
	Pole
	Channelization
	Channelization
	Channelization

NOT TO SCALE

Road Closure

720-899-6126

**** ALL DEVICES ****

****SHALL CONFORM TO****

****CURRENT MUTCD****

- Summary of Devices**
- 8 - Special Event Ahead
 - 2 - Turn Lane Closed Ahead
 - 1 - Detour Ahead
 - 2 - Road Closed To Thru Traffic
 - 3 - Road Closed
 - 1 - Left Turn Only
 - 1 - Right Turn Only
 - 30 - Cones

Taper Length In Feet					CHANNEL/DEVICE SPACING			SIGN SPACING	
Speed (MPH)	Merging Taper	Shifting Taper	Shoulder Taper	Buffer Space	MPH	TAPER	TANGENT	MPH	DISTANCE
25 or less	125'	6.3'	42'	155'	25	25	50	25	100'
30	180'	9.0'	60'	200'	30	30	60		
35	245'	12.3'	82'	250'	35	35	70	30	100'
40	320'	16.0'	107'	305'	40	40	80	35	350'
45	400'	20.0'	140'	380'	45	40	90		
50	500'	25.0'	175'	475'	50	40	100		
55	600'	33.0'	220'	585'	55	40	110	40	450'
60	720'	36.0'	240'	670'	60	40	120		
65	780'	39.0'	260'	745'	65	40	130	45+	500'
70	840'	42.0'	280'	730'	70	40	140		
75	900'	45.0'	300'	820'	75	40	150		



FOR:
4th of July Parade

LEGEND

	Heavy Motorist Advanced		Flagger
	Variable Message Board (VMS)		ATAD
	No Parking Sign		Unilateral Traffic Cap
	Prohibitor		Handhole
	Warning		Pole
	Planned Activity		Right of Way
	Planned Activity		Right of Way

Location: 6th St & Cleveland Ave
Wellington, CO 80549

Name: _____
Job#: _____
Date: March 30, 2022
Drawn By: Rich Royce
ATISA Cert#: 844004

MHT#

3B

NOT TO SCALE

R

****SHAW****
****CUL****

MATCHLINE A



We make the road work for you

Road Closure

720-899-6126

**** ALL DEVICES ****

****SHALL CONFORM TO****

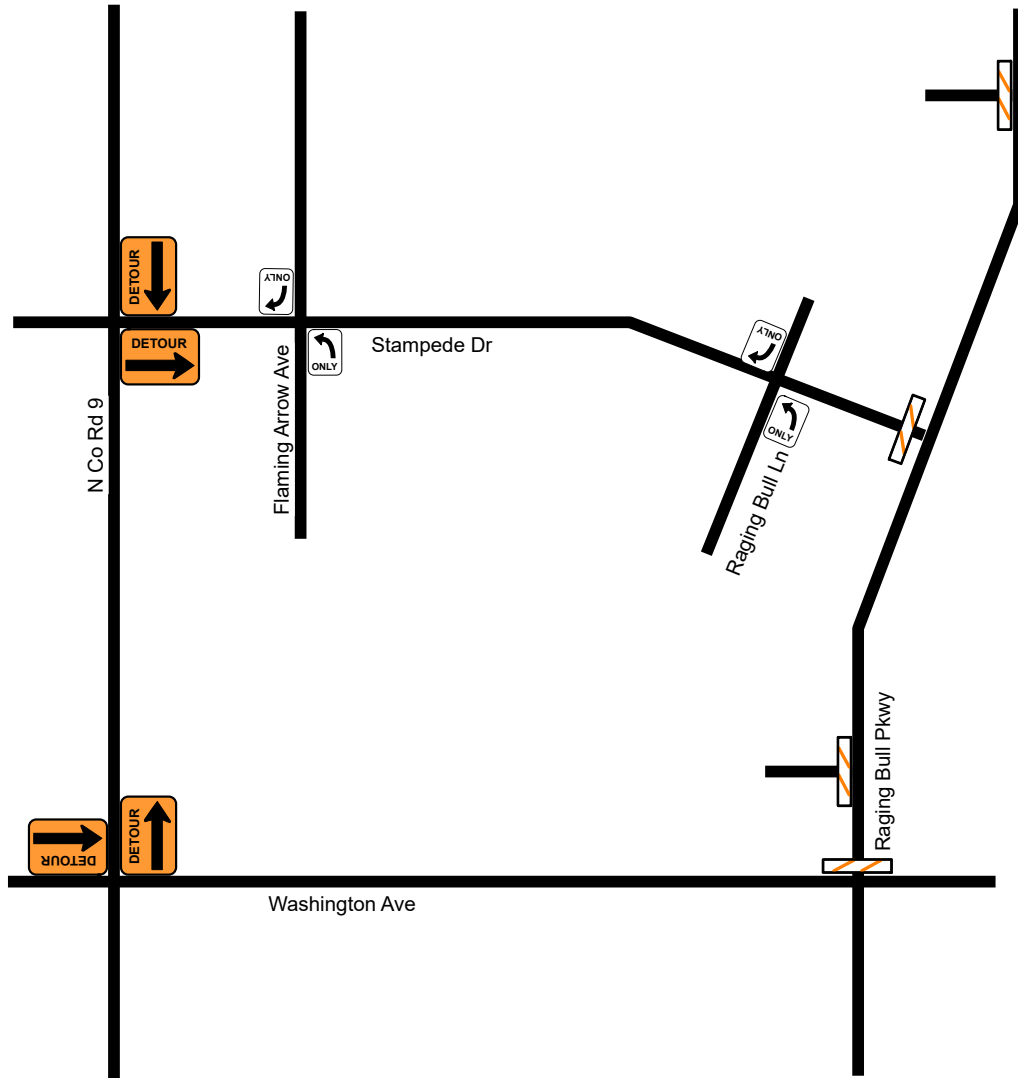
****CURRENT MUTCD****

Summary of Devices

- 8 - Special Event Ahead
- 2 - Turn Lane Closed Ahead
- 1 - Detour Ahead
- 4 - Road Closed To Thru Traffic
- 2 - Road Closed
- 1 - Left Turn Only
- 1 - Right Turn Only
- 30 - Cones

www.invarion.com

6th St & Cleveland Ave



Taper Length In Feet					CHANNELIZATION DEVICE SPACING			SIGN SPACING	
Speed (MPH)	Merging Taper	Shifting Taper	Shoulder Taper	Buffer Space	MPH	TAPER	TANGENT	MPH	DISTANCE
25 or less	125'	63'	42'	155'	25	25	50	25	100'
30	180	90	60	200	30	30	60	30	100'
35	240	120	82'	250	35	35	70	35	100'
40	300	150	107'	305	40	40	80	40	100'
45	360	180	130'	360	45	40	90	45	100'
50	420	210	155'	420	50	40	100	50	100'
55	480	240	180'	480	55	40	110	55	100'
60	540	270	205'	540	60	40	120	60	100'
65	600	300	230'	600	65	40	130	65	100'
70	660	330	255'	660	70	40	140	70	100'
75	720	360	280'	720	75	40	150	75	100'

FOR:
4th of July Parade

Location: 6th St & Cleveland Ave
Wellington, CO 80549

Name:
Date: March 30, 2022
Drawn By: Rich Royce
ATTSA Cert#: 864004

MHT#
3C

LEGEND	
	Flagger
	Flagger
	Flagger
	Flagger
	Flagger
	Flagger
	Flagger
	Flagger
	Flagger
	Flagger

NOT TO SCALE

Detour Route

720-899-6126

**** ALL DEVICES ****

****SHALL CONFORM TO****

****CURRENT MUTCD****

Summary of Devices
2 - Detour Left
2 - Detour Right
2 - Left Turn Only
2 - Right Turn Only



Board of Trustees Meeting

Date: May 24, 2022
Submitted By: Dan Sapienza
Subject: Ordinance No. 13-2022: An Ordinance Prohibiting the Use of State-Prohibited Fireworks in the Town of Wellington

- **Presentation:** Dan Sapienza, March & Olive, LLC, Town Attorney

EXECUTIVE SUMMARY

Staff was directed to look into methods to encourage increased enforcement of Town of Wellington fireworks ordinances, due to high levels of use of illegal fireworks around the Fourth of July holiday. Through meetings with Larimer County Sheriff's Office (LCSO) and investigation of other ordinances used by municipalities, it was determined that Wellington's ordinance was inconsistent with the area. This proposed ordinance allows in the Town those fireworks allowed by state law and no others. This will allow LCSO to focus their efforts on those fireworks that present the largest danger to the Town, including large explosive devices and airborne effects purchased from out of state.

BACKGROUND / DISCUSSION

The current Wellington Municipal Code, at Sec. 10-6-180, prohibits all fireworks in the Town, except for those by the Town and for sparklers between June 30 and July 5. No other fireworks, including those legally purchased in Larimer County, are allowed. Despite this prohibition, illegal fireworks use is often widespread in the Town. Staff was directed by the Board of Trustees to bring forward an ordinance that would increase enforcement by LCSO. Staff evaluated the existing Town Code, met with LCSO to discuss options and existing practices, and researched nearby communities' fireworks laws.

Wellington's law is stricter than many other communities' in the area. For example, ground effect fireworks can be bought and sold in unincorporated Larimer County, used in the county and in Berthoud, but in Wellington only sparklers are allowed for a narrow period of time. Many other communities simply allow fireworks that are "permissible" under state law and prohibit all others. State law prohibits the use of any fireworks that leave the ground (aerial devices) or audible effects, including firecrackers. Allowed under state law are snakes, sparklers, some spinners and wheels, fountains, and other similar devices.

Violations of the Town Code would involve a deputy issuing a summons to Municipal Court. According to the 2020 Wellington Municipal Court presumptive fine schedule, the fine for a first violation of the fireworks ordinance is \$500. Based on Town research of court dockets from 2016 through 2022, no summons for a violation of the Town Fireworks Code were issued.

In 2021, LCSO responded to 57 calls regarding illegal fireworks. In the majority of those responses, deputies were unable to locate the fireworks or the fireworks had stopped by the time of the response. Where LCSO contacted individuals after locating the source of the fireworks, for a variety of reasons, no citations or court summons were issued. Surrounding the Fourth of July, LCSO utilizes additional deputies that do not normally serve in the Wellington area as well as reserve units pulled from other areas.

Making the Wellington Law more consistent with state law and other communities' laws could help LCSO with enforcement efforts. It's deputies and reserve units, would be better able to identify which devices are



allowed and which are prohibited. Consistency could also benefit residents in understanding what is and what isn't allowed. Under the proposed ordinance, fireworks that are purchased in Colorado are permissible. Fireworks that make noise, leave the ground, or generally need to be bought in Wyoming are a violation of the Town Code.

Other Town actions were discussed, including requiring summons be issued and eliminating the discretion of LCSO to issue warnings. This option presented significant logistical and practical concerns. First, such a requirement would involve a large amount of additional LCSO time taken away from other duties. Second, in many cases, a warning is sufficient to stop the activity.

STAFF RECOMMENDATION

The following motions are available for action on this item:

1. Move to approve Ordinance No. 13-2022.
2. Move to approve Ordinance No. 13-2022 with amendments as the Board of Trustees deems appropriate.
3. Move to postpone consideration of Ordinance No. 13-2022 to a specified date and provide staff direction regarding additional information or changes the Trustees would like to request for their further consideration.
4. Move to postpone Ordinance No. 13-2022 indefinitely.

ATTACHMENTS

1. Fireworks Ordinance

TOWN OF WELLINGTON

ORDINANCE NO. 13-2022

AN ORDINANCE PROHIBITING THE USE OF STATE-PROHIBITED FIREWORKS WITHIN THE TOWN OF WELLINGTON IN ORDER TO FACILITATE ENFORCEMENT

WHEREAS, the Town of Wellington prohibits the use of all fireworks within the Town except for professional displays authorized by the Town and sparklers during a period directly surrounding the Fourth of July; and

WHEREAS, despite the existing prohibition, prohibited fireworks frequently are used within Town and surrounding area; and

WHEREAS, fireworks can and regularly do cause fire and personal and property damage, presenting an undue danger to the health and safety of Town residents; and

WHEREAS, Town residents and the Town Board of Trustees believe that enforcement of the current ban on fireworks has been insufficient to meaningfully reduce use of prohibited fireworks; and

WHEREAS, surrounding the Fourth of July holiday, Larimer County Sheriff's Office utilizes additional deputies and reserve units within the Town of Wellington; and

WHEREAS, other communities within Larimer County allow the use of certain fireworks authorized by state statute and making Town of Wellington's fireworks ban more consistent with other communities will facilitate consistent enforcement by the Larimer County Sheriff's Office; and

WHEREAS, the Board of Trustees desires to standardize its fireworks ordinance so that the public and law enforcement clearly can clearly understand what fireworks are prohibited within the Town of Wellington; and

WHEREAS, the Board of Trustees desires that consistent enforcement of this prohibition will lead to more compliance within the Town and a reduction in the use of illegal fireworks that present a danger to the people and property of the Town of Wellington.

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

1. Section 10-6-180 of the Wellington Municipal Code is amended as follows, with underlined portions indicating additions and strikethroughs indicating deletions:

Sec. 10-6-180. - Fireworks, explosives and firearms.

- (a) The maintenance, sale, purchase, transfer, gift, detonation or use of any form of fireworks is prohibited in the Town, except those "permissible fireworks" enumerated in 24-33.5-

~~2001(11), C.R.S. when the party possessing or igniting such is over the age of sixteen years or is under supervision of a person over the age of sixteen years. This subsection shall not be held to prohibit exhibitions of fireworks given under the authority of the Town on July 4, or any public holiday, at any public park or other area in the Town or the possession, transfer or gift (other than by sale) or ignition of dipped sticks and sparklers, the total pyrotechnic composition of which does not exceed one hundred (100) grams, of which the composition of any chlorate or perchlorate shall not exceed five (5) grams shall not be prohibited by the terms of this section between the June 30 and July 5th of each year when the party possessing or igniting such is over the age of sixteen years or is under supervision of a person over the age of sixteen years.~~

- (b) The firing of any cannon, gun or BB gun or firearm of any description, or the exploding of any fire cracker, roman candle, rocket or other thing containing powder or other combustible material, except those "permissible fireworks" enumerated in 24-33.5-2001(11), C.R.S., is hereby prohibited within the Town, except by law enforcement or authorized Town employees and further except that permission may be granted by the Town Administrator for the shooting of BB or air guns for the removal and elimination of doves, sparrows, pigeons or other birds or animals that may become nuisances, but the killing of which is not contrary to Federal or State laws which permit shall be limited as to person, time and place by the Town Administrator.
- (c) Except when occurring in events approved by the Town Administrator/Clerk or Town Board with appropriate supervision, the shooting of bows and arrows and sling shots is hereby prohibited within the Town.
- (d) The term "Fireworks" shall include any composition or device designed to produce a visible or audible effect by combustion, deflagration, or detonation, and that meets the definition of articles pyrotechnic, permissible fireworks, or display fireworks as defined by Colorado Law, including at ~~24-33.5-2001~~~~42-28-101 (1), (1.5) and (8), C.R.S.~~

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 24th day of May, 2022 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: May 24, 2022
Submitted By: Dan Sapienza
Subject: Resolution No. 22-2022: A Resolution Approving the Colorado Regional Opioid Intergovernmental Agreement for the Larimer County Region and Appointing a Representative from the Town of Wellington to Serve on the Larimer Regional Opioid Council

- **Presentation:** Dan Sapienza, March & Olive, LLC, Town Attorney

EXECUTIVE SUMMARY

In 2021, the State of Colorado announced it would be receiving up to \$400 million from the nationwide opioid class action lawsuit. To facilitate disbursement of these funds, the State created the Colorado Opioids Settlement Memorandum of Understanding (MOU). To participate in the opioids settlement, local municipalities had to sign the Colorado MOU, which was signed by the Town in 2021. This guaranteed the Town would receive its local government share of the settlement. By entering into the IGA, the Town, with other members of the Larimer Regional Opioid Council, will determine the disbursement of an estimated \$14,000,000 over 18 years. These funds are designated to assist in mitigating the opioid crisis.

BACKGROUND / DISCUSSION

In 2021, the State of Colorado announced it would be receiving up to \$400 million from the nationwide opioid class action lawsuit. To facilitate disbursement of these funds, the State created the Colorado Opioids Settlement Memorandum of Understanding (MOU). To participate in the opioids settlement, local municipalities had to sign the Colorado MOU. The Town of Wellington approved the Town's participation in the Colorado MOU on November 9, 2021 with Resolution 32-2021. This guaranteed the Town would receive its local government share of the settlement as outlined in the MOU.

The Colorado MOU detailed the disbursement of the majority of the settlement funds through regions formed within the state. To receive and distribute these funds, the regions must form a Regional Council whose duties are to develop a two-year plan detailing which organizations will receive the funds, how these funds will be used for approved purposes, and distribute the funds. The Regional Councils will be created through an intergovernmental agreement which is included in the resolution. Voting members of the council will be appointed from county governments and municipal governments with populations over 10,000.

The Larimer Region is comprised of the boundaries of Larimer County. It could receive up to an estimated \$14,000,000 over 18 years. These funds will be distributed through the Larimer Regional Opioid Council. This council will be created through an IGA whose signatories are the Larimer County Board of Health, City of Fort Collins, City of Loveland, Town of Wellington, and Larimer County. Once created, the regional council will develop a two-year plan for disbursement of regional funds for approved purposes.

The Board of Trustees will need to choose how to select the voting member and alternate for the Regional Council. If the Town does not select its voting members by this date, the state's Opioid Abatement Council will appoint them.

The Town will also receive direct local government funds from the opioid settlement as outlined in the



Colorado MOU. The local government funds are separate from the regional funds handled by the Larimer Regional Opioid Council. The Town's share of local government funds is very small due to a number of factors and can be used to approved purposes or recontributed to the Regional Council for use in regional projects.

STAFF RECOMMENDATION

The following motions are available for action on this item:

1. Move to approve Resolution No. 22-2022.
2. Move to approve Resolution No. 22-2022 with amendments as the Board of Trustees deems appropriate.
3. Move to postpone consideration of Resolution No. 22-2022 to a specified date and provide staff direction regarding additional information or changes the Trustees would like to request for their further consideration.
4. Move to postpone Resolution No. 22-2022 indefinitely.

ATTACHMENTS

1. COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT 040122 FINAL
2. Opioid IGA Resolution

COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT

FOR THE LARIMER COUNTY REGION

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made between the City of Fort Collins, the City of Loveland, the Town of Wellington and Larimer County, all Participating Local Governments, as defined in the Colorado MOU, in the Larimer County Region (“Region”). The parties are individually referred to herein as a “Regional PLG” and collectively as the “Regional PLGs” and the Larimer County Board of Health.

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on August 26, 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU (any conflict in definitions between this Regional Agreement and the Colorado MOU shall be resolved in favor of the Colorado MOU);

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, there shall be a 20% direct allocation of the total Opioid Funds received by the State to Participating Local Governments as a Local Government Share;

WHEREAS, allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D** of the Colorado MOU;

WHEREAS, The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation;

WHEREAS, the Regional PLGs desire to modify the default allocation of the LG Share in the Colorado MOU;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit C** to the Colorado MOU;

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit F** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.

2. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs and Board of Health shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

3. **REGIONAL COUNCIL.**

3.1. **Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs and Board of Health, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. **Membership:** The Regional Council shall consist of Voting Members and Nonvoting Members as set forth in the Regional Governance Structure, attached hereto as **Exhibit X** and incorporated to this IGA. Appointment and participation of Nonvoting Members shall be determined by the Voting Members as further set forth in the Regional Council's Bylaws.

3.3. **Provisions of Regional Council:**

a. **Chair:** The Voting Members for the Region shall appoint one member to serve as Chair of the Regional Council. The Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Chair must be a Voting Member representing Fort Collins, Loveland, Wellington or Larimer County.

b. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

c. **Terms:** The Regional Council shall have its initial organizational meeting prior to July 1, 2022. In order to do so, if not already selected by the Regional PLG's and Board of Health, within sixty (60) days of the first Settlement being entered, Voting Members shall be appointed consistent with **Exhibit X**, and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs and Board of Health may reappoint that Voting Member, or appoint a new Voting Member consistent with Exhibit X. All terms shall be two-year terms unless earlier terminated in accordance with the Agreement.

(i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2. The newly appointed Voting Member's full term shall begin upon appointment. Any Voting Member who is an elected official shall have their term automatically expire upon leaving office.

(ii) The purpose of the two-year term is to allow representatives of the Regional PLGs and Board of Health an increased opportunity to serve on the Regional Council. However, Voting Members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by their respective Regional PLG governing body or Board of Health.

3.4. Duties: The Regional Council is responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting

Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council. The Regional Council shall also solicit, review, and approve funding of projects with regional abatement funds and local government abatement funds that are shared with the Region, if any, in accordance with the terms of the Colorado MOU and any parameters adopted by the Regional Council, which shall not conflict with the Colorado MOU. At its first meeting, the Regional Council shall certify to the Abatement Council that the Regional Council has been formed and that a Fiscal Agent has been designated; such certification shall include the names and affiliations of the Regional Council's members and the name of the designated Fiscal Agent.

3.5. Governance: The Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with this IGA and the Colorado MOU. The initial Bylaws attached hereto as Exhibit Y, are adopted as the initial Bylaws for the function of the Regional Council until such time as the Regional Council shall modify and adopt Bylaws as they deem appropriate. The Regional Council is empowered to adopt subsequent Bylaws to address any necessary matters not inconsistent with this Regional Agreement and Colorado MOU. The Voting Member appointed from the same entity as the Fiscal Agent shall be the interim chair of the Regional Council until appointment/elections are held pursuant to the initial Bylaws.

3.6. Authority: The terms of the Colorado MOU control the authority of the Regional Council and the Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should the Regional Council require legal assistance in determining

its authority, it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.7. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Board of Health, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.8. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.9. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law. Nonvoting Members shall disclose any existing or potential conflicts of interest in connection with their participation and shall comply with any conflict-of-interest requirements of the Regional Council's Bylaws.

3.10. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws. Nonvoting Members shall comply with any ethics requirements of the Regional Council's Bylaws.

3.11. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Voting Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The initial fiscal agent shall be Larimer County. However, the Regional Council may nominate and designate a future fiscal agent for the Region by majority vote. Regional fiscal agents must be a Regional PLG.

4.3. Term: A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. A Regional fiscal agent may terminate their appointment by giving the Regional Council one hundred twenty (120) days notice.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council and Voting Member entities on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council or to approved entities performing abatement activities approved by the Regional Council. Any approved abatement activities shall have a contract or other written document outlining the requirements and approved funding, and shall be entered into on behalf of the Regional Council by a Regional PLG designated by the Regional Council.

b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The Regional Council shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and adopted two-year plan and shall authorize a Regional PLG to execute agreements accordingly. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent.

4.6. Administration Costs: In accordance with the Colorado MOU, the Regional fiscal agent may distribute to the Regional PLGs reasonable administrative costs associated with overseeing and administering of Opioid Funds that shall not exceed actual costs or 10% of the Region's regional abatement funds and local government abatement funds that are shared with the Region, if any. The Regional Council shall determine the funds allocated to the administrative costs of the Regional fiscal agent and Regional PLGs upon adoption of the budget as required by the Regional Bylaws. Regional PLGs must submit to the Regional fiscal agent a proposed budget for administrative costs associated with execution and management of agreements as authorized by the Regional Council. The Regional PLGs must submit to the Regional fiscal agent all supporting invoices, bills, time sheets, and other documents necessary to justify their administrative costs no less than ninety (90) days prior to the date which the budget must be completed by the Regional fiscal agent as required by the Regional Bylaws.

5. **REGIONAL TWO-YEAR PLAN**

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council’s request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs, Board of Health and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council’s 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. LG SHARE ALLOCATION. Pursuant to the Colorado MOU, the Regional PLGs agree to the following modified allocations of the LG Share stated in Exhibit E:

- | | |
|------------------------|-----------|
| ● Larimer County | 56.0589% |
| ● City of Fort Collins | 21.00975% |
| ● City of Loveland | 21.00975% |
| ● Town of Wellington | 0.3653% |

7. DISPUTES WITHIN REGION. In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or

Nonvoting Members to the Regional Council, that Regional PLG shall inform the Chair of its dispute at the earliest possible opportunity. In response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Chair serving as the tie-breaker if necessary, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

8. DISPUTES WITH ABATEMENT COUNCIL. If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

9. RECORDKEEPING. The current Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement on behalf of the Regional Council. All records maintained by the individual PLG's shall be maintained pursuant to Section 18.12. Any former Regional fiscal agent shall forward copies of records to the current Regional fiscal agent. Former Regional fiscal agents may retain copies of records it deems necessary to comply with any accounting or fiscal obligations.

10. AUTHORIZED REPRESENTATIVES. Each Regional PLGs' and the Board of Health's initial representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs and the Board of Health designate their authorized representatives under this Regional Agreement as follows:

10.1. Larimer County designates the County Manager or their designee(s).

10.2. City of Fort Collins designates the City Manager or their designee(s).

10.3. City of Loveland designates the Acting Library Director or their designee(s).

10.4. Town of Wellington designates the Town Administrator or their designee(s).

10.5. Board of Health designates the Larimer County Public Health Director or their designee(s).

11. OBLIGATIONS OF THE REGIONAL PLGS. The Regional PLGs and Board of Health shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

12. TERM. The Regional Agreement will commence upon the date of the last signature of the PLG's and Board of Health, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term"). The Regional Council may specify a specific end date to clarify when the "last action" has been taken by the Region.

13. Informational Obligations. Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.

14. CONFIDENTIALITY. The Regional PLGs and Board of Health, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or Board of Health, or otherwise have access to, except as may be required by law. Nothing in this Regional Agreement shall in any way limit the ability of the Regional PLGs or Board of Health to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs and Board of Health understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG or Board of Health for disclosure of confidential materials, the Regional PLG or Board of Health shall advise the Regional PLGs or Board of Health of such request in order to give the Regional PLGs or Board of Health the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG or Board of Health objects to disclosure of any of its material, the Regional PLG or Board of Health shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG or Board of Health agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter

is not resolved, the Regional PLGs or Board of Health may tender all material to the court for judicial determination of the issue of disclosure.

15. GOVERNING LAW AND VENUE. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the District Court of the State of Colorado for Larimer County. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

16. TERMINATION. The Regional PLGs and Board of Health enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG or Board of Health, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs and Board of Health. Each Regional PLG and Board of Health also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs and Board of Health. A Regional PLG's or Board of Health's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs or Board of Health present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG's or Board of Health's decision to terminate themselves from this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2.1(b).

17. NOTICES. “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs and Board of Health will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs and Board of Health that are not Key Notices may be done via electronic transmission. The Regional PLGs and Board of Health agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs and Board of Health through the representatives outlined in Section 9.

1. For Larimer County

County Manager
200 W. Oak St.
Fort Collins, CO 80522

City Attorney

224 Canyon Ave.
Fort Collins, CO 80521

2. For the City of Loveland

Amy Phillips
Acting Library Director
Loveland Public Library
300 N. Adams
Loveland, CO 80537
amy.phillips@cityofloveland.org

City Attorney
500 E. Third Street, Suite 330
Loveland, CO 80537
CityAttorney@cityofloveland.org

3. For the City of Fort Collins:

City Manager
300 Laporte Avenue
P.O. Box 580
Fort Collins, CO 80522
[email address pending]

City Attorney
300 Laporte Avenue
P.O. Box 580
Fort Collins, CO 80522
caseniorstaff@fcgov.com

4. For the Town of Wellington:

Patti Garcia
Town Administrator
P.O.Box127
Wellington, CO 80549
garcia@wellingtoncolorado.gov

With copy to:
Dan Sapienza
March & Olive, LLC
1312 S. College Ave.
Fort Collins, CO 80524

dan@bmarchlaw.com

5. For the Board of Health:

Public Health Director
1525 Blue Spruce Dr.
Fort Collins, CO 80524

County Attorney
224 Canyon Ave.
Fort Collins, CO 80521

18. GENERAL TERMS AND CONDITIONS

18.1. Independent Entities. The Regional PLGs and Board of Health enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

18.2. Assignment. This Regional Agreement shall not be assigned by any Regional PLG or Board of Health without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

18.3. Integration and Amendment. This Regional Agreement represents the entire agreement between the Regional PLGs and Board of Health and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

18.4. No Construction Against Drafting Party. The Regional PLGs, Board of Health, and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.

18.5. Captions and References. The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

18.6. Statutes, Regulations, and Other Authority. Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.

18.7. Conflict of Interest. No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's or Board of Health's obligations hereunder. Each Regional PLG and Board of Health certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG or Board of Health shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

18.8. Inurement. The rights and obligations of the Regional PLGs and Board of Health to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs, Board

of Health, and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.

18.9. Survival. Notwithstanding anything to the contrary, the Regional PLGs and Board of Health understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG and Board of Health if such Regional PLG or Board of Health fails to perform or comply with such term or condition.

18.10. Waiver of Rights and Remedies. This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a Regional PLG or Board of Health to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

18.11. No Third-Party Beneficiaries. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

18.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

18.13. Execution by Counterparts; Electronic Signatures and Records. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs and Board of Health approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs and Board of Health agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs and Board of Health agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

18.14. Authority to Execute. Each Regional PLG and Board of Health represents that all procedures necessary to authorize such Regional PLG's and Board of Health's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG and Board of Health has been authorized to execute the Regional Agreement.

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City of Loveland, Colorado

Signature: _____

Name: Stephen C. Adams

Title: City Manager

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

Assistant City Attorney

City of Fort Collins, Colorado

Signature: _____

Name: _____

Title: _____

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Town of Wellington, Colorado

Signature: _____

Name: _____

Title: _____

ATTEST:

Town Clerk

Date

APPROVED AS TO FORM:

Attorney

County of Larimer, Colorado

Signature: _____

Name: _____

Title: _____

ATTEST:

County Clerk

Date

APPROVED AS TO FORM:

County Attorney

Larimer County Board of Health

Signature: _____

Name: _____

Title: _____

ATTEST:

County Clerk

Date

APPROVED AS TO FORM:

County Attorney

Exhibit X

LARIMER REGIONAL GOVERNANCE STRUCTURE

Membership Structure

1. Voting Members
 - 1 representatives appointed by Larimer County
 - Initial Voting Member-_____
 - 1 representatives appointed by Fort Collins
 - Initial Voting Member-_____
 - 1 representatives appointed by Loveland
 - Initial Voting Member-_____
 - 1 representatives appointed by Wellington
 - Initial Voting Member-_____
 - 1 representative appointed by Board of Health
 - Initial Voting Member-_____
2. Advisory Members (Optional) (Authorized to Participate in Deliberation)
 - 1 representative from the county human services department
 - 1 representative from county behavioral health services
 - 1 Community Representative - Lived Experience
 - Fiscal Agent - financial representative
 - 1 representative appointed by CJAC
 - 1 representative appointed by Chief Judge of 8th Judicial District
3. Subject Matter Experts (Optional) (Authorized to Present, but do not Deliberate)
 - Health District of Northern Larimer County
 - Thompson Valley Emergency Health District
 - Municipal Judicial Representative(s)
 - representatives from behavioral health providers
 - representatives from health care providers
 - recovery/treatment experts (at least one opioid addiction specialist)
 - other county or city representatives (including other local governments)
 - representative from District Attorney's Office
 - representative from Public Defender's Office
 - representatives from local school districts

Exhibit Y

OFFICIAL BYLAWS OF

“LARIMER REGIONAL OPIOID COUNCIL”

ARTICLE I - NAME AND STATUS

The name of this organization shall be the “Larimer Regional Opioid Council”, also referred to as “LROC” or the “Council”, which is comprised of the City of Fort Collins, the City of Loveland, the Town of Wellington, and Larimer County (These parties are individually referred to herein as a “Regional PLG” and collectively as the “Regional PLGs.”), and the Larimer County Board of Health.

ARTICLE II – PURPOSE

The State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on August 26, 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado. The Colorado MOU organized Participating Local Governments into Regions eligible to receive a Regional Share, a portion of the 60% direct allocation of Opioid Funds allocated to regions. The Regional PLGs formed the Council through the Colorado Regional Opioid Intergovernmental Agreement for the Larimer County Region (“IGA”). Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in the Colorado MOU. The Regional Council must be formed by the Participating Local Governments within the Region and designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.

The organization is constituted for the purpose of formulating and submitting a 2-year plan, implementing the plan as well as reporting and auditing at the end of each annual cycle for the LROC funds for the Larimer County area.

The organization is not formed for any pecuniary or financial gain and no part of the assets, income, or profit of the organization shall be distributed to or inure to the benefit of the directors, officers, committee members, or staff of the organization.

ARTICLE III - MEMBERSHIP

1. *Voting Members* of the Regional Council shall consist of one representative from each of the four Regional PLGs plus one representative from Larimer County Health with only one vote counted from each. The representative shall consist of a representative appointed by each municipality, Larimer County, and Larimer County Board of Health. Each entity will designate an alternate to serve in the absence of the appointed representative. The alternate may only vote in the absence of the appointed representative.

2. *Advisory Members* of the Council shall include those entities identified in the Larimer County Regional Governance Structure, Exhibit X of the IGA, (“Governance Structure”) and may be allowed to participate in deliberations of the Council, as determined by the Voting Members of the Council. Advisory members are not allowed to vote. The Council may vote to include additional Advisory Members. Advisory Members shall not be counted for purposes of quorum.
3. *Subject Matter Experts* of the Council may include those entities and individuals identified in the “Governance Structure.” Subject Matter Experts are not entitled to participate in deliberations of the Council unless invited to participate by the Council and are not entitled to vote. The Council may vote to include additional Subject Matter Experts. Subject Matter Experts shall not be counted for purposes of quorum.

ARTICLE IV – OFFICERS AND THEIR ELECTION

The officers of the organization will consist of the *Chair*, *Vice-Chair*, and *Secretary*. The Council as a whole will elect these officers.

1. The Chair will be elected by a majority vote of the Council as a whole.
2. The Vice-Chair will be elected by a majority vote of the Council and will assume the position of Chair upon the death, disability, removal from office or inability of the Chair to serve. If the assumption of the position of Chair is to be permanent, the Council as a whole shall elect a new Vice-Chair at their next regular meeting.
3. In the event that a vacancy occurs in both the positions of Chair and Vice-Chair, the Secretary/ shall temporarily assume the office of Chair, and elections shall be held at the next regular meeting of the Council to replace the two vacant positions.

Elections for officers shall be held at the first regular meeting of the Council each calendar year. Only those persons who have signified their consent to serve if elected may be nominated or elected to hold office.

An officer or member of the Council may be removed from office or from the Council for cause. Cause is defined as follows:

- Failure to disclose or properly manage a conflict of interest.
- Misuse of confidential information.
- Missing three consecutive Council meetings.
- Obstructive behavior or other behavior that interferes with the organization's purpose.
- Upon removal from the Council by the appropriate appointing organization.

Upon removal from the Council, the appropriate appointing organization shall appoint a new representative.

ARTICLE V – DUTIES OF OFFICERS

1. CHAIR: The Chair shall preside at all meetings of the Council. They shall perform other duties as may be prescribed in these Bylaws as assigned to them by the Council or committee and shall

coordinate the work of the Council, committee, and any special or standing committees, contractors, and staff as may be developed.

2. VICE-CHAIR: The Vice-Chair shall perform all duties of the Chair in the absence or incapacity of the Chair, and other specialized duties as assigned by the Council or the Committee.
3. SECRETARY: The Secretary shall assure that minutes are kept of the meetings of the organization, see that timely notice of meetings is given, and be custodian of organization records.

ARTICLE VI – MEETINGS

The Council will meet monthly on the _____ of the month, subject to change. The Council will meet every _____ for the purpose of an Annual Meeting to certify committee membership for the following year, review organization progress, and set major policy matters.

A quorum will be required to transact business. A quorum will be defined as a majority of filled Voting Member positions. The Council at the annual meeting may set other regular meetings of the Council for that calendar year. A meeting of the Council may be called at any time by the Chair, or by a majority of Council voting members with three days written notice to all Voting Members.

In addition to in-person meetings, the Council and any committees or subsidiary bodies of the Council may conduct a regular or special meeting by electronic means only in accordance with these Bylaws. The following are minimum requirements that must be met in connection with electronic participation and conduct of meetings by electronic means:

1. For the Council, the Chairperson of the Council, or Vice Chairperson in the absence of the Chairperson, or the chair of any committee or other formal subgroup of the Council, may determine that any meeting will be conducted by electronic means, due to convenience, ease of access, public health or safety concerns, or other reasonable considerations, so long as a minimum of twenty-four hours advance notice is provided to all Voting Members of the body to meet and is provided to the general public, along with instructions for how to participate in or observe the meeting. Individual Voting Members of the body may request to participate in any meeting remotely by providing notice sufficient to allow arrangements to be made and to allow twenty-four hours advance notice to be provided to other Voting Members.
2. The technology in use to conduct a meeting using electronic means must allow all members of the Council, committee or other subgroup to hear each other and to hear any presentation or comment offered, and should allow viewing of any visual materials presented. The general ability to view all members of the body and any speakers on video is also preferred and will be a consideration in determining whether the overall technology for the meeting is adequate.
3. Applicable procedural requirements for the conduct of a meeting, such as requirements for a quorum or the taking of minutes, are not affected by the use of electronic means to meet.
4. All votes shall be conducted by a call of the roll.

5. If at any time the Chairperson or a majority of the Voting Members meeting determine that the electronic technology in use is interfering with the effective conduct of the meeting, the meeting shall be ended and continued either in person or after addressing the technology issues.

All meetings of the Council shall be in accordance with Colorado Open Meetings Law and all other applicable laws. The Chair may call an executive session as allowed by law.

ARTICLE VII – BUDGET AND FISCAL CONTROLS

The Council will approve a line-item budget prepared by the fiscal agent annually. Adoption of the Budget will be at the final scheduled meeting of the year.

Fiscal controls will be established by the Council, and will be voted on by the Voting Members. The Chair and Vice-Chair will sign the requisition to be presented to the fiscal agent for payment.

All funding and/or grant expenditures approved by the Council shall be executed through a contract or grant award agreement with the identified service or project provider. One of the PLG's will be assigned for every approved expenditure and such PLG shall be responsible for preparing, reviewing and executing all necessary contractual documents.

ARTICLE VIII – FISCAL YEAR

The fiscal year of the Council shall be the calendar year.

ARTICLE IX – AMENDMENT OF BYLAWS

These Bylaws may be amended or repealed by a majority vote of the Voting Members of the Council (not a majority of those present) at any meeting of the Council provided, however, that written notice of the proposed amendment or repeal, verbatim, shall be provided to each Voting Member not less than ten days prior to such meeting.

TOWN OF WELLINGTON

RESOLUTION NO. 22-2022

A RESOLUTION APPROVING THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT FOR THE LARIMER COUNTY REGION AND APPOINTING A REPRESENTATIVE FROM THE TOWN OF WELLINGTON TO SERVE ON THE LARIMER REGIONAL OPIOID COUNCIL

WHEREAS, communities throughout the State of Colorado, including the Town of Wellington (“Town”), are suffering from the epidemic of opioid addiction; and

WHEREAS, the opioid epidemic has not only affected individuals and families across the country, but it has also burdened the local and state governments charged with providing the services needed to address the wave of addiction; and

WHEREAS, local and state governments across the nation, including in Colorado, have filed lawsuits against opioid manufacturers, distributors, and pharmacies for creating the opioid epidemic; and

WHEREAS, the parties to the various opioid lawsuits have been negotiating settlement agreements to resolve the litigation which include incentive payments for maximizing participation by local governments; and

WHEREAS, through extensive negotiations, local governments and the State of Colorado executed the Colorado Opioids Summary Memorandum of Understanding on August 26, 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado; and

WHEREAS, the Town Board of Trustees, by Resolution 32-2001, authorized participation in the Colorado opioids settlement and authorized execution of the Colorado MOU, settlement participation forms and an escrow agreement to receive funds from the Colorado opioids settlement and maximize recovery from the variety of lawsuits filed by the state and local governments across the nation; and

WHEREAS, the Colorado MOU directly allocates 60% of the Colorado opioids settlement funds to nineteen regions established by the Colorado MOU to be used for approved purposes defined in the Colorado MOU; and

WHEREAS, pursuant to the Colorado MOU, the Town of Wellington, the City of Loveland, the City of Fort Collins, and Larimer County constitute the Larimer Region; and

WHEREAS, Larimer County Board of Health is the entity in the Larimer Region responsible for administering and enforcing state public health laws and regulations and developing, administering, and enforcing local health regulations; and

WHEREAS, the procedures established by the Colorado MOU to receive regional settlement funds include a requirement that each region shall create its own regional council to receive and distribute settlement funds; and

WHEREAS, government entities may cooperate and enter into agreements or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units of government pursuant to C.R.S. § 29-1-203; and

WHEREAS, the Town Board of Trustees desires to approve an intergovernmental agreement to establish the Larimer Regional Opioid Council to meet the requirements in the Colorado MOU to ensure the Larimer Region receives a share of the regional opioid settlement funds; and

WHEREAS, the Town Board of Trustees desires to appoint an authorized representative to act on behalf of the Town as a voting member of the Larimer Regional Opioid Council and an alternate to act in their absence.

NOW, THEREFORE, be it resolved by the Board of Trustees for the Town of Wellington, Colorado, as follows:

1. The “Colorado Regional Opioid Intergovernmental Agreement For the Larimer County Region” (“IGA”) is hereby approved.
2. The Mayor is authorized to execute the IGA in consultation with the Town Attorney, and subject to any modifications in form or substance as deemed necessary to effectuate the purposes of this Resolution or to protect the interests of the Town.
3. That _____ shall be appointed to serve as representative for the Town of Wellington on the Regional Council and _____ shall be the alternate representative.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of May, 2022.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk



LARIMER COUNTY SHERIFF'S OFFICE

Justin E. Smith, Sheriff

One Agency

One Mission

Public Safety

May 10, 2022

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

Dear Ms. Garcia:

The Law Enforcement Services Agreement for the Town of Wellington obligates the Larimer County Sheriff's Office to provide monthly reporting.

In meeting the contract, for the month of **April 2022**, the Larimer County Sheriff's Office maintained six deputies, one corporal, and one sergeant providing full-time law enforcement for the Town. In addition, one half-time investigator, one full-time desk deputy, and one full-time School Resource Officer assisted the town with law enforcement activities.

During the month of **April 2022**, non-assigned deputies spent a total of **118.29** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **April 2022** there were **46.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

Sex Crime – 4

Burglary – 1

Child Abuse - 1

Vehicle Theft – 2

Suspicious Circumstances – 1

Fraud/Forgery - 1

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

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

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

Of Note:

Deputies pursued a vehicle from Wellington after it was observed with fictitious license plates. Pursuit intervention techniques were employed, resulting in both occupants of the suspect vehicle being arrested, one with 6 warrants for her arrest.

Midnight shift deputies responded to the report of an autistic five-year-old male being found in a yard on 3rd Street in the early morning hours. Multiple resources responded including Investigations and Larimer County Department of Human Services. The father of the child was identified several hours later and reunited with his son. No criminal charges could be substantiated at this time.

All Wellington deputies attended Critical Incident Response & Decision Making for Patrol during in-service training over the course of three separate days. This training involved advanced patrol tactics and debriefs of past critical incidents (Hostage Rescue, Barricaded Suspects, Active Shooter). The training was conducted by current and former members of the Los Angeles County Sheriff's Office SWAT Team.

Sergeant Cherry and Barbara Bennett with LCSO's Crime Prevention Unit jointly held a Coffee with a Cop event at Owl Canyon Coffee.

Deputies stepped up patrols for the Rocky Mountain Amateur Disc Golf Championships as well as foot and bike patrols for the Wellington Easter Egg Hunt.

The Traffic Safety Unit's radar trailer was placed on Jefferson Ave near 4th Street to deter speeding and to gain statistics on vehicle speeds in that area.

Deputies participated in the annual DEA Drug Take-Back Day, collecting 19.68 pounds of miscellaneous drugs.

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

Thank you,

A handwritten signature in black ink, appearing to read "Joe Shellhammer", with a long horizontal stroke extending to the right.

Captain Joe Shellhammer
(970) 498-5103
Attachments



LARIMER COUNTY SHERIFF'S OFFICE

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

Dispatch Dates Between 4/1/2022 and 4/30/2022

Excluded from this report -

Squads: Civilian, Parks, and Investigations

Units: 9ME, 9S27;9Z89;9E13;9E43;9E75;9E39;9E66;9E65;9E49;9E7;9X106*

Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2022-04	5,608.2 93.47	1,488.95 24.82	7,097.15 118.29
Totals	5,608.2 93.47	1,488.95 24.82	7,097.15 118.29

Wellington Monthly Report

April 2022

Larimer County Sheriff's Office

Christine Harpel
Executive Assistant

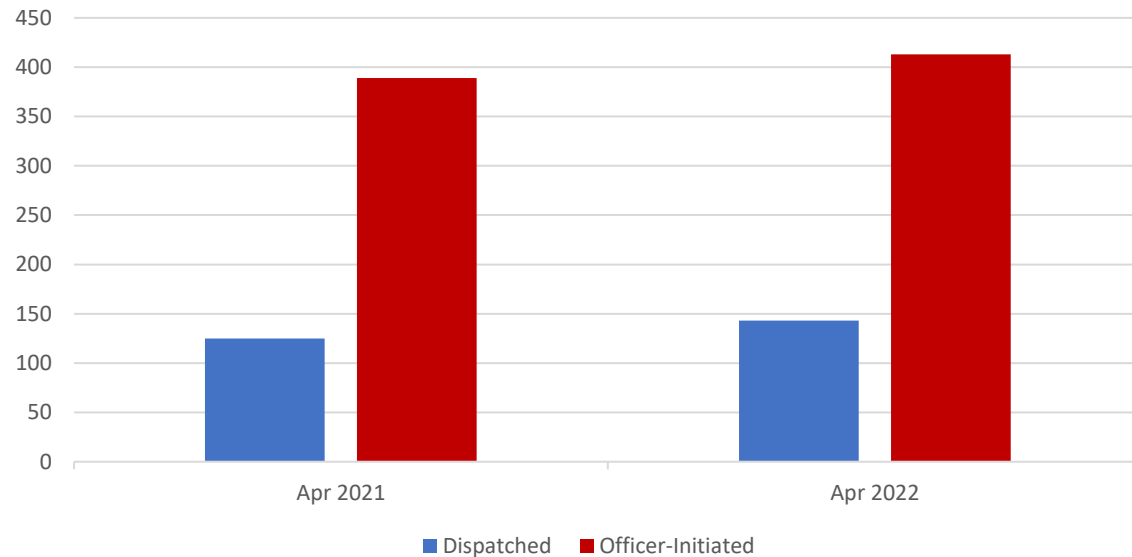
5/4/2022

April 2022 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	143
Officer Initiated	413
Apr 2022 Total	556

Dispatched vs Officer-Initiated Activity



- Dispatched calls were Up 18 or 14% from April 2021
- Officer-Initiated Activity was Up 24 or 6% from April 2021

	Apr 2021	Apr 2022
Dispatched Calls	125	143
	24%	26%
Officer Initiated	389	413
	76%	74%
Total	514	556

- 26% were Dispatched Calls
- 74% was Officer-Initiated Activity

April 2022 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2019	2020	2021	Avg 19-21	2022	% Change 3-Yr Avg to 2022
9-1-1 Hangup	1	0	2	1.00	3	200%
Alarm Calls	7	4	4	5.00	6	20%
Alcohol Calls	0	1	0	0.33	0	-100%
Animal Calls	9	5	3	5.67	9	59%
Assault	5	3	2	3.33	1	-70%
Assist Other Agency (Fire/Med)	15	13	15	14.33	12	-16%
ASU/ComCor Revocation	0	0	1	0.33	0	-100%
Burglary	1	1	1	1.00	1	0%
Child abuse	2	0	0	0.67	1	50%
Citizen Assist	15	15	14	14.67	15	2%
Civil	14	11	10	11.67	24	106%
Criminal Mischief	2	2	5	3.00	2	-33%
Death Investigation	1	0	0	0.33	0	-100%
Disturbance	4	7	4	5.00	7	40%
Drug case	1	1	2	1.33	0	-100%
DUI Arrest	1	3	2	2.00	2	0%
Extra Checks & Business Check	208	417	202	275.67	156	-43%
Family Problems	10	8	6	8.00	5	-38%
Fireworks Complaint	0	0	0	0.00	2	NC
Follow up	25	39	27	30.33	24	-21%
Found property	2	2	2	2.00	4	100%
Fraud	5	7	9	7.00	4	-43%
Harassment	3	5	7	5.00	8	60%
Juvenile Problem	3	0	2	1.67	7	320%
Lost Property	3	0	1	1.33	1	-25%
Mental Health Call	0	0	2	0.67	2	200%
Missing Person (Child/Adult)	2	2	1	1.67	3	80%
Motor Vehicle Accident	5	3	10	6.00	5	-17%
Municipal Code Violation	3	0	0	1.00	0	-100%

Call Types N-Z

Call Type	2019	2020	2021	Avg 19-21	2022	% Change 3-Yr Avg to 2022
Neighbor Problems	0	3	2	1.67	1	-40%
Noise\Party Complaint	5	3	4	4.00	4	0%
Pedestrian Contact/Subject St	4	5	2	3.67	6	64%
Private Tow	1	1	2	1.33	1	-25%
REDDI Report	4	0	1	1.67	2	20%
Restraining Order Violation	3	2	1	2.00	0	-100%
Safe 2 Tell	1	1	3	1.67	3	80%
School Check	36	5	5	15.33	10	-35%
Sex Offense	1	1	3	1.67	1	-40%
Sex Offender Check	4	4	1	3.00	4	33%
Solicitor	0	0	0	0.00	1	NC
Suicide Attempt	0	0	1	0.33	0	-100%
Suicide Threat	2	3	4	3.00	2	-33%
Suspicious Circumstances	30	30	19	26.33	24	-9%
Theft	7	1	4	4.00	2	-50%
Traffic Problem	9	9	17	11.67	12	3%
Traffic Pursuit	0	1	0	0.33	0	-100%
Traffic Stop	75	44	75	64.67	142	120%
Trespass	2	3	0	1.67	1	-40%
Vehicle Theft	0	1	0	0.33	2	500%
Vehicle Trespass	1	4	1	2.00	2	0%
VIN Check	8	1	23	10.67	12	13%
Warrant Attempt/Arrest	4	3	3	3.33	11	230%
Weapon Related (menacing)	1	0	0	0.33	0	-100%
Welfare Check	5	10	8	7.67	6	-22%
Unspecified	0	0	1	0.33	3	800%
TOTALS	549	681	510	580.00	552	-5%

NC = Not Calculable. Cannot divide by 0.

Calls for Service UP 42 or 8% from April 2021

April 2022 calls DOWN 5% from April 2019-2021 Average

April 2022 Call Categories

Crime Type Averages / Trends

Property Crimes					
Call Type	2019	2020	2021	Avg 19-21	2022
Burglary	1	1	1	1.00	1
Theft	7	1	4	4.00	2
Vehicle Theft	0	1	0	0.33	2
Vehicle Trespass	1	4	1	2.00	2
Property Crimes Totals	9	7	6	7.33	7

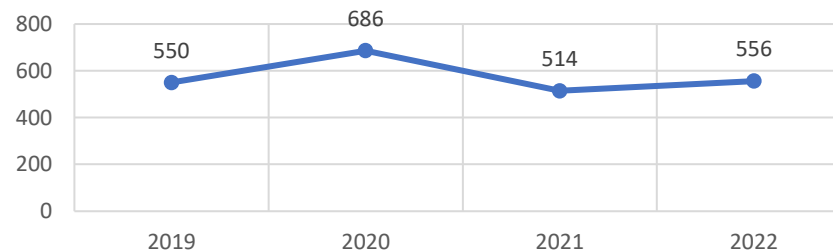
Persons Crimes					
Call Type	2019	2020	2021	Avg 19-21	2022
Assault	5	3	2	3.33	1
Missing Person (Child/Adult)	2	2	1	1.67	3
Robbery	0	0	0	0.00	0
Sex Offense	1	1	3	1.67	1
Weapon Related (menacing,	1	0	0	0.33	0
Persons Crimes Totals	9	6	6	7.00	5

Disorder/Other Crimes					
Call Type	2019	2020	2021	Avg 19-21	2022
Alcohol Calls	0	1	0	0.33	0
Animal Calls	9	5	3	5.67	9
Criminal Mischief	2	2	5	3.00	2
Disturbance	4	7	4	5.00	7
Drug case	1	1	2	1.33	0
Family Problems	10	8	6	8.00	5
Harassment	3	5	7	5.00	8
Juvenile Problem	3	0	2	1.67	7
Noise\Party Complaint	5	3	4	4.00	4
Suspicious Circumstances	30	30	19	26.33	24
Trespass	2	3	0	1.67	1
Disorder Crimes Totals	69	65	52	62.00	67

Red numbers indicate a DECREASE in crime from April 2021

Yellow backgrounds indicate an INCREASE in crime from April 2019-2021 Average

April 2019-2022 Totals



April 2022 Traffic

Traffic Citations	4/21	4/22
Traffic Citations Issued	7	22
Traffic Warnings	50	101

➤ Citations Issued Up 15

➤ Warnings Up 51

Call Type	4/21	4/22
Traffic Stop	75	142
Motor Vehicle Accident	10	5
DUI Arrest	2	2
Traffic Problem	17	12
REDDI Report	1	2

➤ Traffic Stops Up 67 or 89%

➤ MV Accidents Down 5

➤ DUI Arrests Equal

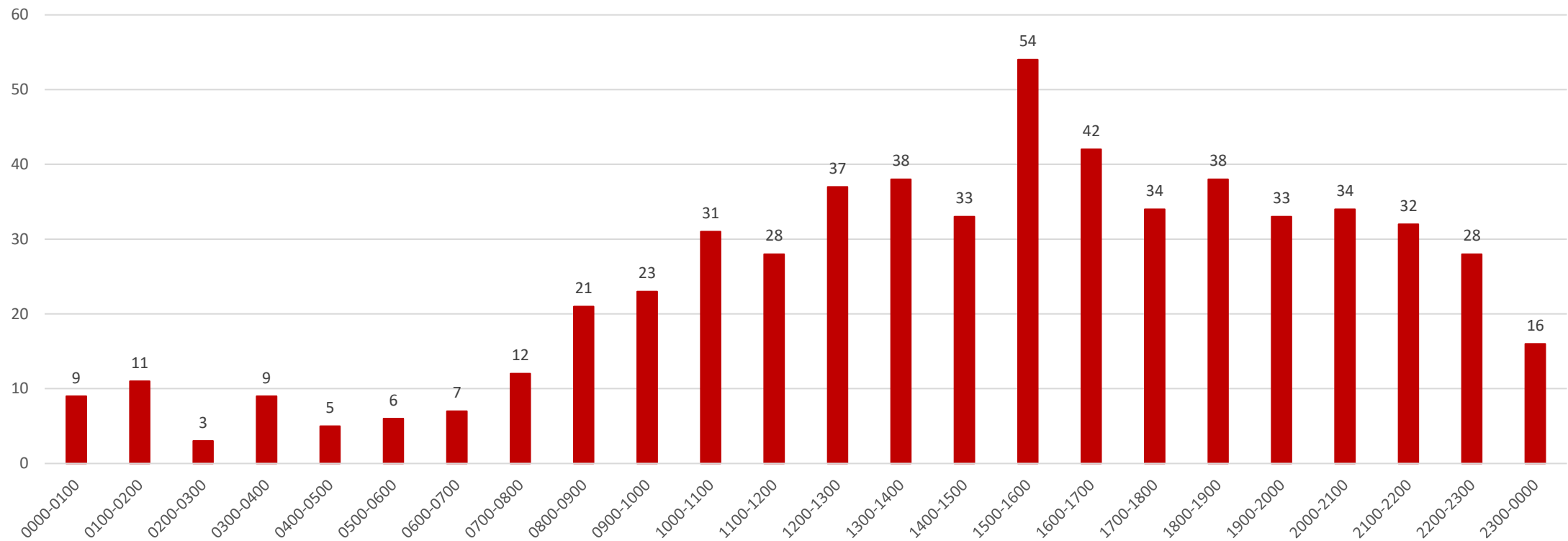
➤ Traffic Problems Down 5

➤ REDDI Reports Up 1

April 2022

Call Totals by Hour

Busiest Hours
1500-1600 (54)
1600-1700 (42)

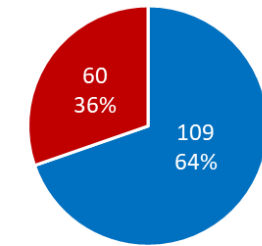


←→ 30 Calls between 0200-0700

April 2022

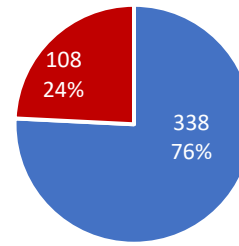
Wellington/Non-Wellington Units

Dispatched



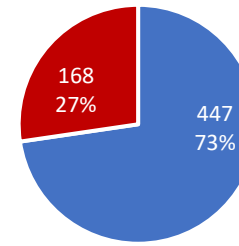
■ Wellington ■ Non-Wellington

Officer-Initiated



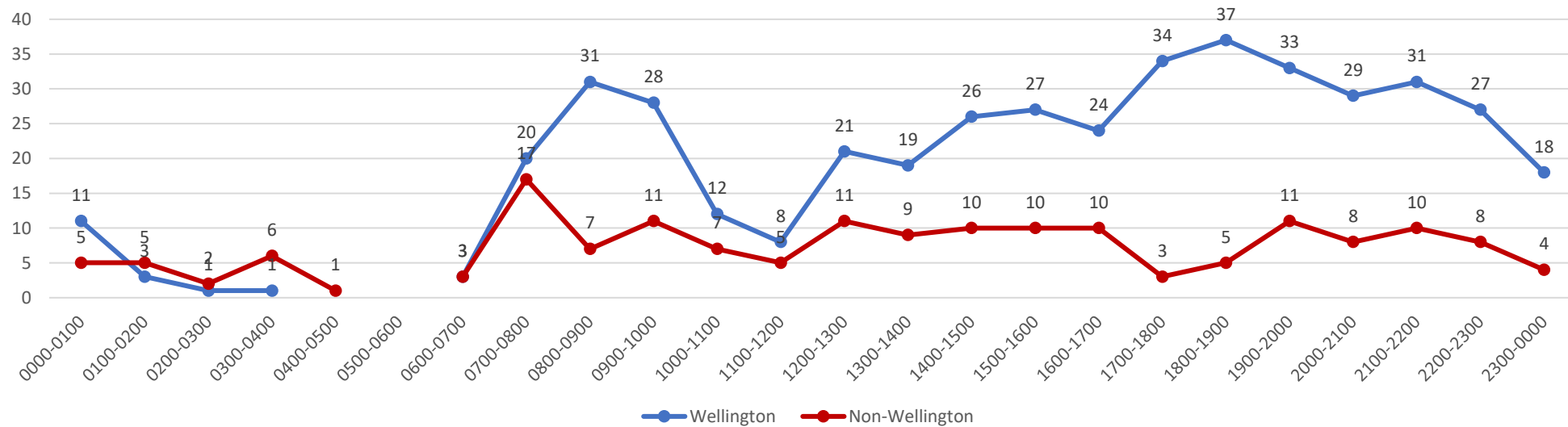
■ Wellington ■ Non-Wellington

Total Calls



■ Wellington ■ Non-Wellington

Wellington/Non-Wellington Calls by Hour



April 2022

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

Average Response Time (All Units)		
High		8.52
Medium		12.16
Low		32.8
Avg. Response Time		17.83

Average Time on Calls (All Wellington Calls)			
High			23.36
Medium			37.72
Low			28.65
Avg. Time			42.03



Memorandum

Date: May 24, 2022
To: Mayor and Trustees
Town of Wellington, Colorado
From: Public Works Department
Town of Wellington, Colorado
Subject: Larimer County Floodplain Update

Executive Summary

This memorandum is intended to provide the Town of Wellington Board of Trustees with a brief overview of the history and status of the Larimer County Physical Map Revision (PMR) project. The PMR is a county-wide update to floodplain management documents led by State and Federal agencies. This update includes changes to the 100-year flood elevations and floodplain boundaries with the Town of Wellington. These changes will impact flood insurance premiums for some residential and commercial buildings within town limits. More details are provided below, and a list of definitions is included at the end of this memo.

Project History

The Larimer County PMR is a joint project between the Federal Emergency Management Agency (FEMA) and the Colorado Water Conservation Board (CWCB). The project began in 2015 after the State Legislature passed a funding bill for the Colorado Hazard Mapping Program, which aims to provide mitigation and land use framework in areas likely to be affected by future flooding, erosion, and debris flow. The project includes a full re-study of Boxelder Creek within Town limits as well as a portion of Indian Creek which is located along the eastern boundary of the Town limits. Coal Creek is not part of the map revision project.

Project Schedule

As previously mentioned, the PMR project started in 2015. At that time affected communities were notified of the study and the discovery and data collection process was started. A project timeline is included in Figure 1A and 1B. Currently the project is in the second round of the 90-day Appeal and Community Comment Period. A previous 90-day Appeal and Comment period was held in summer and fall of 2021. A virtual community public meeting was held for Wellington residents in cooperation with CWCB and their contractor on June 7, 2021. The revised maps are currently scheduled to become effective in Spring of 2023.

Floodplain Mapping Changes

There are two FEMA regulated floodplains within Town limits, Boxelder Creek and Coal Creek. As mentioned previously only the Boxelder Creek Floodplain is included in the project with only minimal changes to the Coal Creek floodplain occurring at the confluence with Boxelder Creek. A portion of the Indian Creek floodplain is also being revised with the PMR project. The location of the Indian Creek floodplain revision is near the confluence with Boxelder Creek near County Road 60 and within the platted limits of the Saddleback subdivision.

Figure 1A, Larimer County PMR Project Timeline.

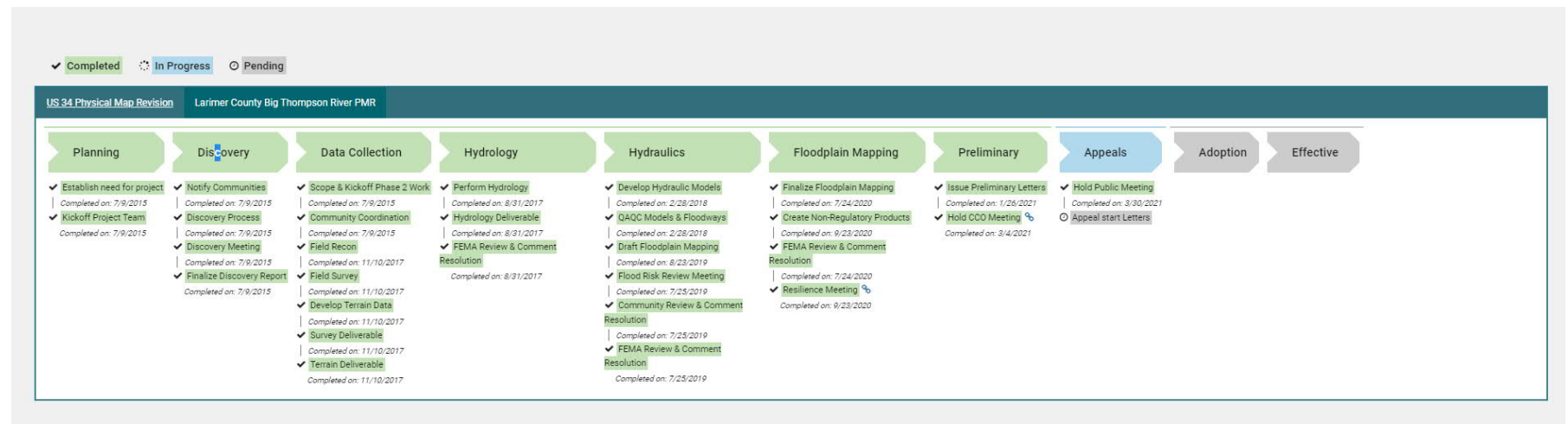
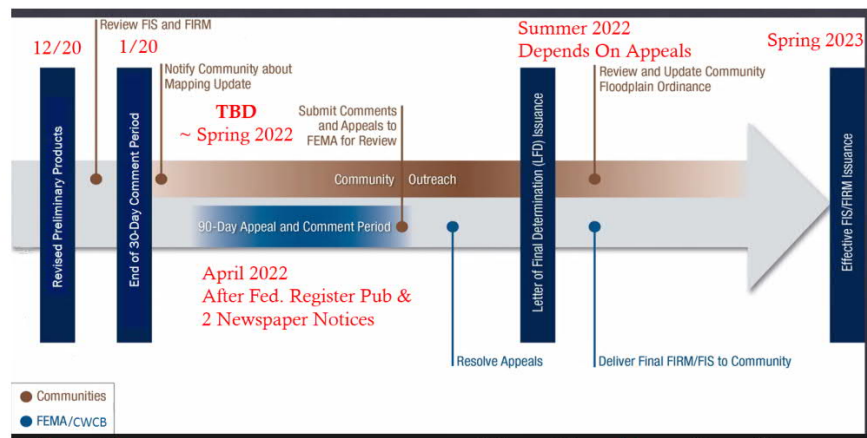


Figure 1B, Larimer County PMR Proposed Project Timeline





Boxelder Creek

Boxelder Creek floodplain was originally mapped in 1977 and consists of a Zone AE floodplain with Base Flood Elevations (BFE). The proposed changes to Boxelder Creek include updated hydrologic modeling, updated and expanded Zone AE floodplain, revised BFEs, and the creation of a floodway along the entire reach through Town. Figure 2 shows the proposed floodplain and floodway. The Boxelder Creek floodplain was expanded primarily due to updated hydrologic modeling and updated topographic data. The expanded floodplain will move an additional 128 properties into the floodplain triggering additional insurance requirements. Additionally, six (6) of those properties will be moved into the new floodway which will impact the ability of the homeowner to rebuild should the property ever be substantially destroyed due to fire, flood, or other disaster.

Of the 128 properties being moved into the floodplain, 28 are located in the Buffalo Creek neighborhood. The Town funded a project by Anderson Consulting Inc. in 2018 to complete a detailed survey of the land adjacent to Boxelder Creek and incorporate the detailed survey into the new floodplain hydraulic models in an attempt to modify the proposed floodplains and remove Buffalo Creek from the floodplain. The project was unsuccessful and concluded the portion of the revised floodplain extending into Buffalo Creek was correctly modeled. See Figure 3 for the changes to the floodplain within Buffalo Creek.

The Boxelder Commons subdivision and Harvest Village Townhomes have an additional 92 properties being moved into the floodplain. Both developments were constructed after the floodplain hydraulic models for Boxelder Creek were complete and therefore the model does not take into account the revised topography through the subdivision. Town staff provided this comment to CWCB during the initial 90-day appeal period. Additional comments submitted by the Town included the request to revise the Zone AO floodplain to an AE floodplain to simplify the process of removing properties from the floodplain. CWCB accepted the Town's comments and revised the floodplain through both developments to Zone AE and extended the BFEs from the main channel. The Town was notified that in order to revise the modeling to account for the new topography throughout the developments a Letter of Map Revision (LOMR) would be required to be submitted to FEMA for review and approval. The proposed changes to the Boxelder Floodplain are shown in Figure 4.

Additional impacts from the revised Boxelder Creek Floodplain and Floodway include six properties being moved into the floodplain including two residential properties being moved into the floodway within the Meadows subdivision. See Figure 5. Front Range Steel appears to have at least one structure being moved into the floodplain along the creek as well as one property near the intersection of Elder Circle and First Street. See Figure 4.

Coal Creek

The Coal Creek Floodplain is a Zone AE floodplain with BFEs and will see minimal changes from the PMR project. The changes that will occur are at the confluence with Boxelder Creek adjacent to I-25 and south of Rice Elementary. The existing Coal Creek Floodplain is shown on Figure 2.



Indian Creek

Modifications to the Indian Creek Floodplain from the PMR project are isolated around the confluence with Boxelder Creek and the County Road 60 crossing. A complicated series of diversions between Boxelder Creek and Indian Creek along County Road 60 contribute to a general increase in floodplain width and elevations within this area. The platted Saddleback subdivision will need to be re-designed to account for revisions to the floodplains in this area.

Next Steps

The Town was officially notified on May 4th, 2022, that the PMR project has entered the 90-day appeal period. During this period comments are accepted from communities, but they must be supported by “knowledge or information indicating that the proposed flood hazard determinations are scientifically or technically incorrect.” Following the 90-day appeal period the new comments will be reviewed and incorporated in the mapping with the current plan for the new maps to go effective in Spring of 2023. Following the new maps becoming effective additional insurance requirements for properties moving into the floodplain will take effect. As previously mentioned, property owners with a federally backed mortgage will be required to purchase flood insurance.

Resources

The State of Colorado offers several resources for homeowners effected by the PMR project as shown below:

- www.coloradohazardmapping.com – Provides current and proposed floodplains for individual properties based on address.
- Flood Smart, www.floodsmart.gov
- CWCB Flood Page: <https://cwcb.colorado.gov/focus-areas/hazards/flood-information-resources>

The slides from the virtual public meeting held on June 7, 2021, are also available to residents upon request, a recording of the meeting is also available on the Towns YouTube site.

Definitions

Base Flood: A flood having a one percent chance of being equaled or exceeded in any given year. This is the regulatory standard also referred to as the “100-year flood.” The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all Federal agencies for the purposes of requiring the purchase of flood insurance and regulating new development. Base Flood Elevations (BFEs) are typically shown on the Flood Insurance Rate Maps (FIRMs)

Base Flood Elevation (BFE): The elevation of surface water resulting from a flood that has a 1-percent-annual-chance of equaling or exceeding that level in any given year.

Floodplain: Any land area susceptible to being inundated by floodwaters from any source.



Floodway: The channel of a river or watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that there are no increases in upstream flood elevations.

Letter of Map Revision: modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM) or both. Letter of Map Revisions (LOMR) are based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes descriptions of the modifications.

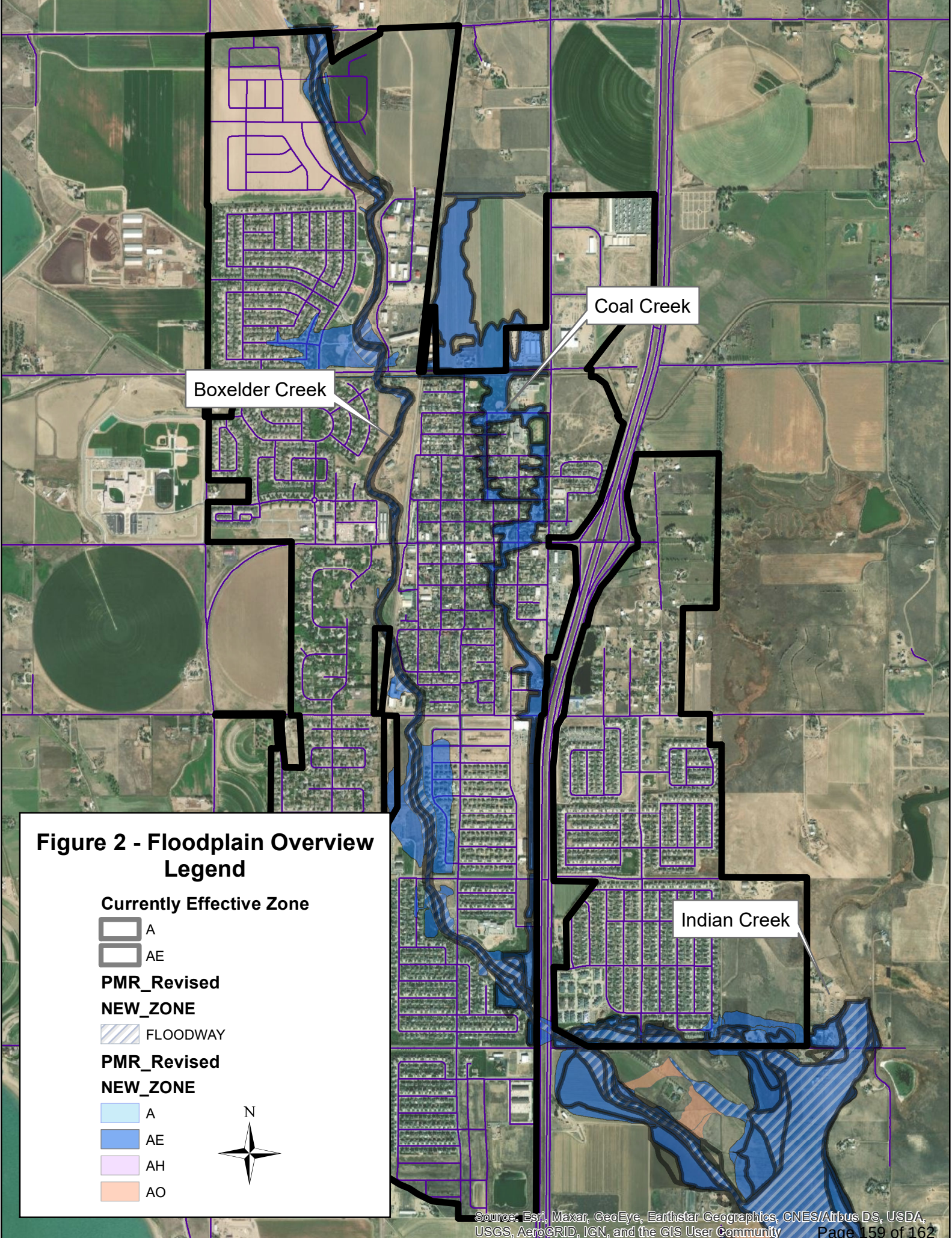
Physical Map Revision: an action where by one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

Zone: A geographical area shown on a Flood Hazard Boundary Map (FHBM) or a Flood Insurance Rate Map (FIRM) that reflects the severity or type of flooding in the area.

Zone A: Area subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance requirements and floodplain management standards apply.

Zone AE: Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

Zone AO: Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet. Average flood depths derived from detailed hydraulic analyses are shown in this zone. Mandatory flood insurance purchase requirements and floodplain management standards apply.



**Figure 2 - Floodplain Overview
Legend**

Currently Effective Zone

-  A
-  AE

PMR_Revised

NEW_ZONE

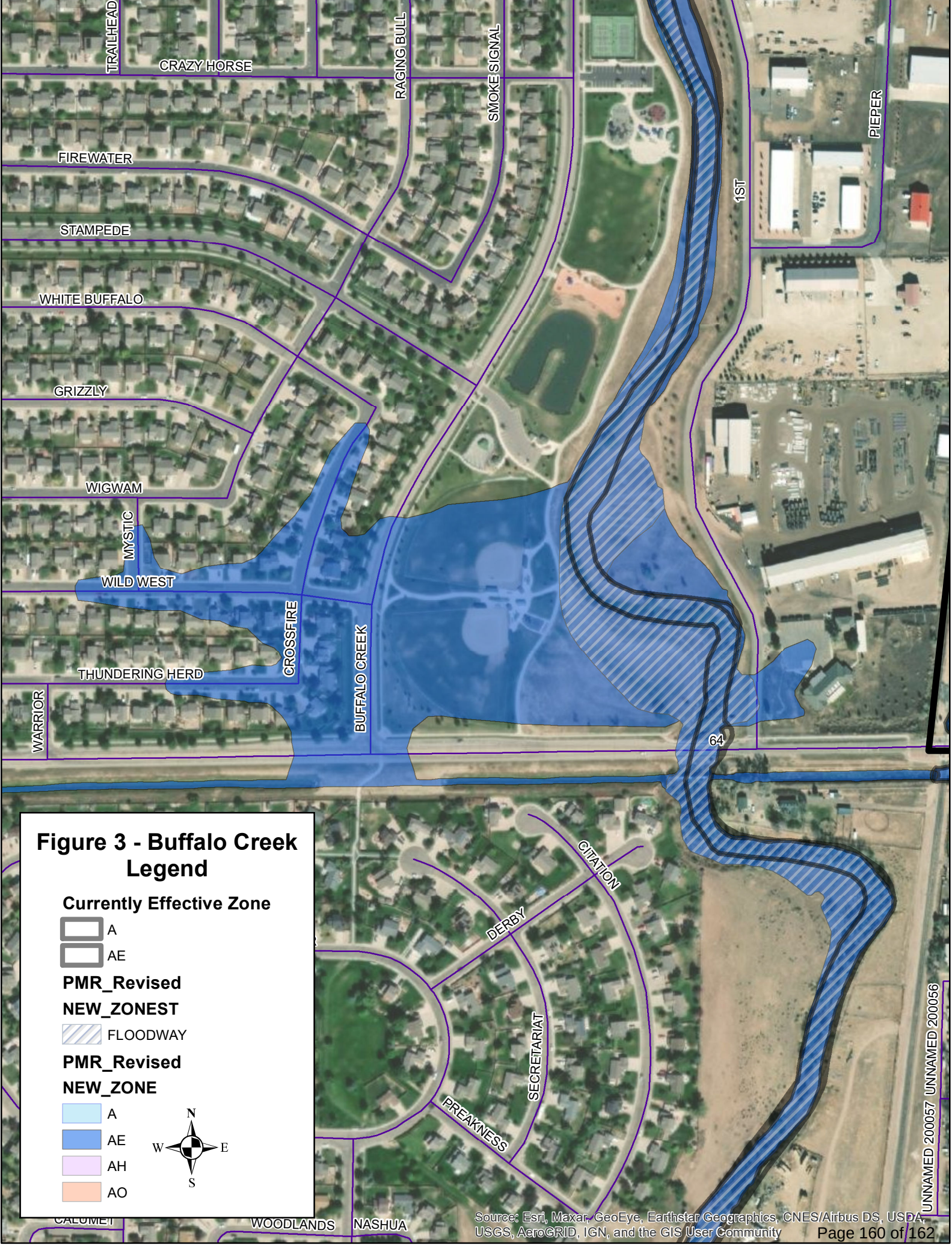
-  FLOODWAY

PMR_Revised

NEW_ZONE

-  A
-  AE
-  AH
-  AO





**Figure 3 - Buffalo Creek
Legend**

Currently Effective Zone

- A
- AE

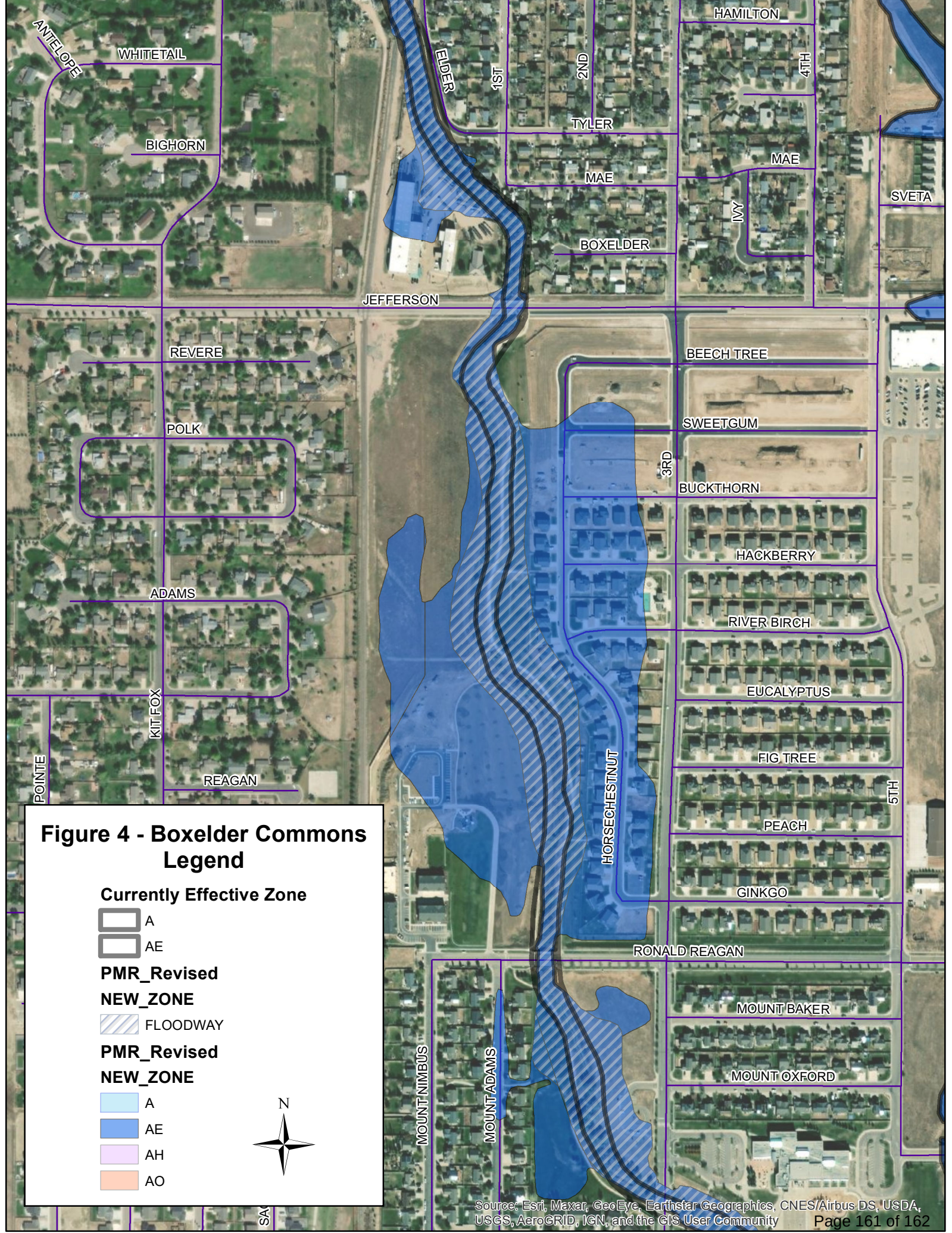
**PMR_Revised
NEW_ZONEST**

- FLOODWAY

**PMR_Revised
NEW_ZONE**

- A
- AE
- AH
- AO





**Figure 4 - Boxelder Commons
Legend**

Currently Effective Zone

- A
- AE

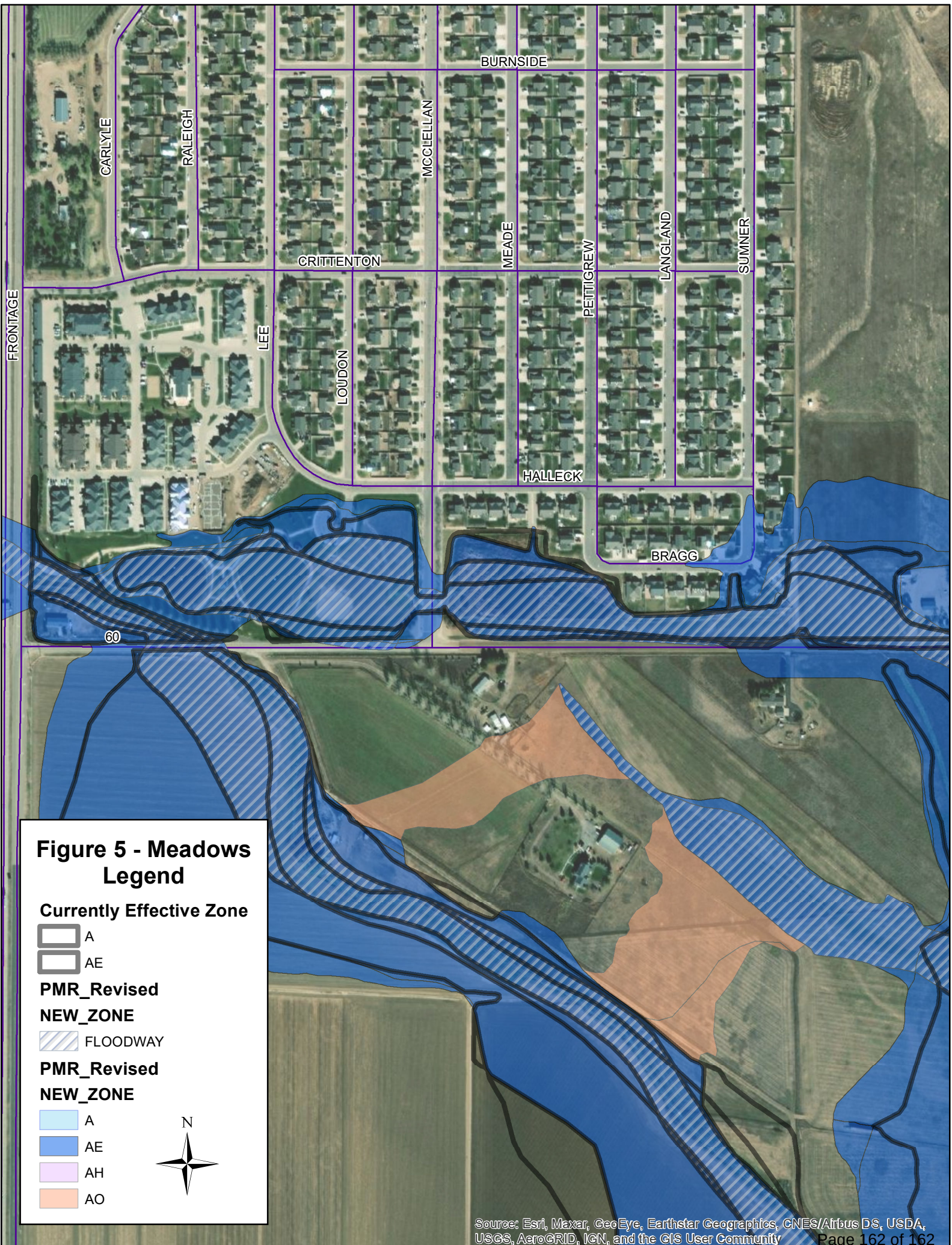
**PMR_Revised
NEW_ZONE**

- FLOODWAY

**PMR_Revised
NEW_ZONE**

- A
- AE
- AH
- AO





**Figure 5 - Meadows
Legend**

Currently Effective Zone

A

AE

PMR_Revised

NEW_ZONE

FLOODWAY

PMR_Revised

NEW_ZONE

A

AE

AH

AO

