



BOARD OF TRUSTEES
June 13, 2023
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting and Work Session Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to muhse@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.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84871162393?pwd=UkVaaDE4RmhJaERnallEK1hvNHJ5Zz09>

Passcode: 726078

Or One tap mobile :

US: +17207072699,,84871162393# or +17193594580,,84871162393#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 720 707 2699 or +1 719 359 4580 or +1 669 444 9171 or +1 253 205 0468 or +1 253 215 8782 or
+1 346 248 7799 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931
3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1
360 209 5623

Webinar ID: 848 7116 2393

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. PRESENTATION

1. Community & Business Liaison Introduction
 - Presentation: Caitlin Morris, Town Community & Business Liaison

D. CONSENT AGENDA

1. May 23, 2023 Board of Trustees Regular Meeting Minutes
 - Presentation: Ethan Muhs, Town Clerk
2. Resolution No. 19-2023: A Resolution Authorizing Temporary Road Closures for the Annual 4th of July Celebration
 - Presentation: Caitlin Morris, Business and Community Liaison

E. ACTION ITEMS

1. Ordinance No. 06-2023: An Ordinance Amending the Town of Wellington Marijuana Ordinance
 - Presentation: Dan Sapienza, Town Attorney; and Cody Bird, Planning Director

F. LIQUOR LICENSE AUTHORITY

1. Special Event Permit: 4th of July Beer Garden
 - Presentation: Patti Garcia, Town Administrator

G. REPORTS

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

H. WORK SESSION

1. Background and Discussion for Saddleback Subdivision and Development Agreement
 - Presentation: Cody Bird, Planning Director
2. B-Dams Presentation and Discussion
 - Presentation: Bob Gowing, Public Works Director

I. 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: June 13, 2023
Subject: Community & Business Liaison Introduction

- **Presentation: Caitlin Morris, Town Community & Business Liaison**

BACKGROUND / DISCUSSION

Caitlin Morris joined the Town in February 2023 as the Community & Business Liaison, where she serves as the Program Manager and staff liaison to the Wellington Main Street Program Board. Her responsibilities with the Town include overseeing the coordination of special events, managing business licensing, serving as the primary point of contact with the business community, and providing assistance with grants administration. Caitlin is committed to providing exceptional service to the community in her role.

STAFF RECOMMENDATION

N/A

ATTACHMENTS

None

Board of Trustees Meeting

Date: June 13, 2023
Subject: May 23, 2023 Board of Trustees Regular Meeting Minutes

- **Presentation:** Ethan Muhs, Town Clerk

BACKGROUND / DISCUSSION

Minutes for the May 23, 2023 Board of Trustees Regular Meeting Minutes

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Approve the May 23, 2023 Minutes
2. Approve the May 23, 2023 Minutes with amendments as the Board deems appropriate
3. Postpone consideration of the May 23, 2023 Minutes to a specific date and time and provide staff with direction regarding additional information or amendments
4. Vote to deny the May 23, 2023 Minutes

ATTACHMENTS

1. 05.23.23 Board of Trustees Regular Meeting Minutes Draft



BOARD OF TRUSTEES
May 23, 2023
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Minutes

A. CALL TO ORDER

Mayor Chaussee called the meeting to order at 6:31 p.m.

1. Pledge of Allegiance

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

2. Roll Call

Mayor Chaussee – present.

Mayor Pro Tem Macdonald – present.

Trustee Dailey – joined the meeting in person at 6:50 p.m.

Trustee Gaiter – present.

Trustee Mason – present.

Trustee Tietz – present.

Trustee Wiegand – present.

3. Amendments to Agenda

Mayor Chaussee asked if there were any amendments to the agenda; there were none.

4. Conflict of Interest

Mayor Chaussee asked if there were any conflicts of interest on any agenda items; there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Chaussee called for public comment on non-agenda items. Karen Eifert provided public comment.

2. Proclamation

Mayor Chaussee proclaimed the week of May 21 – 27, 2023 as Public Works Week. Mr. Bob Gowing, the Public Works Director, received this proclamation on behalf of the Town.

C. PRESENTATION

1. Town Grant Updates

Mayor Chaussee invited Ms. Kelly Houghteling, the Deputy Town Administrator, to present this item to the Board. The presentation included summary updates for all grants and associated revenues for the Town.

2. Website Redesign & Accessibility

Mayor Chaussee invited Ms. Kelly Houghteling, the Deputy Town Administrator, to present this item to the Board. The presentation discussed imminent updates to the Town's website based on recent legislation requirements that adjust accessibility

D. CONSENT AGENDA

1. May 9, 2023 Board of Trustees Regular Meeting Minutes
2. Cancellation of June 27, 2023 Board of Trustees Regular Meeting

Mayor Chaussee called for a motion on the consent agenda.

Trustee Gaiter moved to approve the Consent Agenda. Mayor Pro Tem Macdonald seconded the motion.

Yeas: Gaiter, Dailey, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays: None

E. ACTION ITEMS

There were no action items on the agenda for this meeting.

F. LIQUOR LICENSE AUTHORITY

Mayor Chaussee closed the Regular Meeting and opened the Liquor License Authority Board at 6:56 p.m., then asked for a roll call.

Mayor Chaussee – present.

Mayor Pro Tem Macdonald – present.

Trustee Dailey – present.

Trustee Gaiter – present.

Trustee Mason – present.

Trustee Tietz – present.

Trustee Wiegand – present.

Mayor Chaussee then asked the Town Clerk to present each of the items to the Board in sequence per the meeting's agenda.

1. Mini Mart dba Loaf 'N Jug - License Renewal

The Town Clerk, Ethan Muhs, presented this item to the board. The presentation included a discussion of the application's compliance with applicable state and municipal code for liquor license renewals. Mayor Chaussee then called for questions from the Board; there were none. Mayor Chaussee called for public comment on this item; there was none.

Mayor Chaussee then called for a motion on this item.

Trustee Mason moved to approve the License Renewal for Mini Mart dba Loaf 'N Jug. Mayor Pro Tem Macdonald seconded the motion.

Yeas: Gaiter, Dailey, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays: None

2. Special Event Permit: Brewfest

The Town Clerk, Ethan Muhs, presented this item to the board. The presentation included a discussion of the application's compliance with applicable state and municipal code for special event permit liquor licenses. Mayor Chaussee then called for questions from the Board. Trustee Gaiter asked about the planned control measures for this event. Ms. Annie Thomas, representing the applicant responded to these questions. Mayor Chaussee called for public comment on this item; there was none.

Mayor Chaussee then called for a motion on this item.

Mayor Pro Tem Macdonald moved to approve the Special Event Permit Liquor License for the 2023 Brewfest event. Trustee Wiegand seconded the motion.

Yeas: Gaiter, Dailey, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays: None

3. DONJON LLC dba Wellington Grill - License Renewal

The Town Clerk, Ethan Muhs, presented this item to the board. The presentation included a discussion of the application's compliance with applicable state and municipal code for liquor license renewals. Mayor Chaussee then called for questions from the Board. Trustee Gaiter asked about a correction made to the inspection report presented with this item's application. Mayor Chaussee called for public comment on this item; there was none.

Mayor Chaussee then called for a motion on this item.

Mayor Pro Tem Macdonald moved to approve the License Renewal for DONJON LLC dba Wellington Grill. Trustee Wiegand seconded the motion.

Yeas: Gaiter, Dailey, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays: None

Mayor Chaussee closed the Liquor License Authority Board and reopened the Regular Meeting at 7:03 p.m.

G. REPORTS

Mayor Chaussee then called for the following reports.

1. Town Attorney

Mr. Dan Sapienza, the Town Attorney, reported on relevant legislation being considered by the State of Colorado.

2. Town Administrator

Ms. Patti Garcia, the Town Administrator, reported on recently updated information from the Colorado Municipal League.

3. Staff Communications

a. Monthly Utility Report

b. LSCO March/April Report

Sergeant Matthew Cherry responded to questions from Trustee Gaiter concerning recent statistics provided by the Larimer County Sheriff's Office on crime trends in the Town.

4. Board Reports

Trustee Gaiter presented on a recent meeting on transportation availability with the Hispanic community in the Town of Wellington. He further reported on concerns voiced by the community with water costs and service access in the Town and discussed the current moving process for the Larimer County Sheriff's Office team to the Old Town Hall building. Trustee Wiegand asked about the procedure for responding to invitations for members of the community interested in Marijuana licensing. Trustee Dailey presented on the imminent events including garage sales, Brewfest, Boys and Girls Club activities, and key events at the Wellington Middle-High school. Trustee Tietz reported on the School's Out party in Town. Mayor Chaussee reported on opportunities to collaborate with the Town with a local activities center.

H. ADJOURN

Having no further business, Mayor Chaussee called for a motion to adjourn.

Trustee Tietz motioned to adjourn the meeting. Trustee Gaiter seconded the motion.

Yeas: Gaiter, Dailey, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays: None

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Board of Trustees Meeting

Date: June 13, 2023
Subject: Resolution No. 19-2023: A Resolution Authorizing Temporary Road Closures for the Annual 4th of July Celebration

- **Presentation: Caitlin Morris, Business and Community Liaison**

BACKGROUND / DISCUSSION

The Town of Wellington hosts an annual 4th of July celebration that includes a parade, festival, and fireworks. These road closures will provide protection for the large attendance of pedestrians in the Town throughout the day during the parade down Cleveland Avenue, the festival at Wellington Community Park, and the fireworks show off 6th Street.

The following streets are proposed to be closed to traffic, except for residents and/or business owners of these streets at the time specified:

- State Highway 1 from the Y (intersection of CR 9 and Hwy 1)- North to First Street from 6:00 am to 12:00 pm.
- Cleveland Avenue from First Street to Fifth Street from 6:00 am to 12:00 pm.
- Fifth Street South from Cleveland Avenue to Roosevelt Avenue from 6:00 a.m. to 12:00 p.m.
- First Street from Cleveland Avenue to Kennedy Avenue from 6:00 a.m. to 12:00 p.m.
- Sixth Street from Grant Avenue to Wilson Avenue from 2:00 p.m. to 11:00 p.m.
- Buffalo Creek Parkway from Stampede Dr. to Iron Horse Way from 6:00 a.m. to 8:00 p.m.

STAFF RECOMMENDATION

1. Approve Resolution No. 19-2023.
2. Approve Resolution No. 19-2023 with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of Resolution No. 19-2023 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. 19-2023.

ATTACHMENTS

1. Resolution 19-2023 - 4th of July Road Closure
2. 6th Cleveland to Washington North Closure
3. 6th Cleveland to Washington South Closure
4. Buffalo Creek Pkwy Closure
5. Wellington 4th of July Parade Closure Downtown
6. Wellington 4th of July Parade Detour Route
7. Wellington 4th of July Parade Hwy 1 and 62e Near Curve
8. Wellington 4th of July Parade Hwy 1 and 62e
9. Wellington 4th of July Parade West 1

TOWN OF WELLINGTON
RESOLUTION 19-2023

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, 2023

WHEREAS, the Town of Wellington is conducting the Fourth of July Parade for the residents 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, 2023 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, 2023 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, 2023 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.

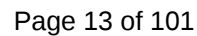
Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of June 2023.

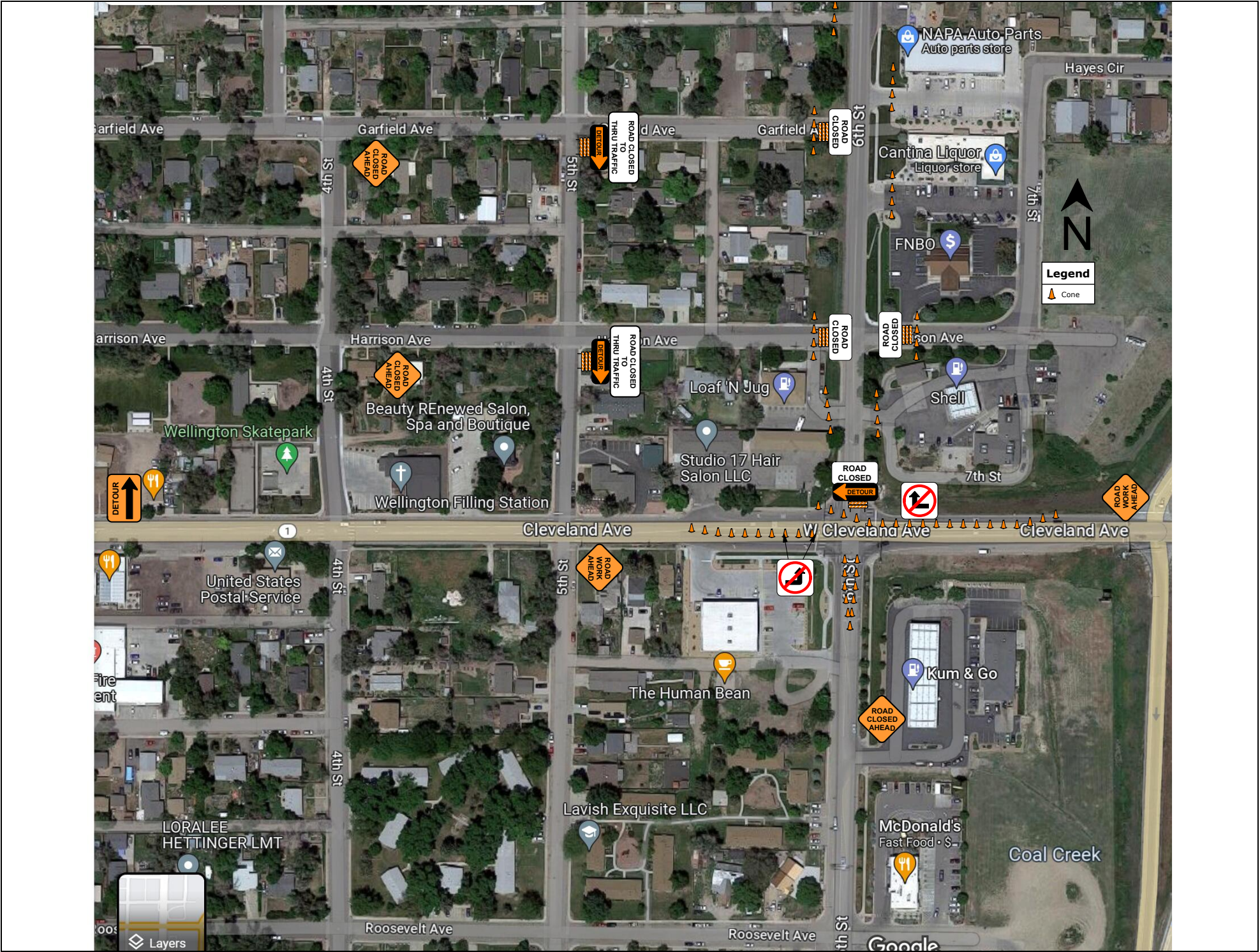
TOWN OF WELLINGTON, COLORADO

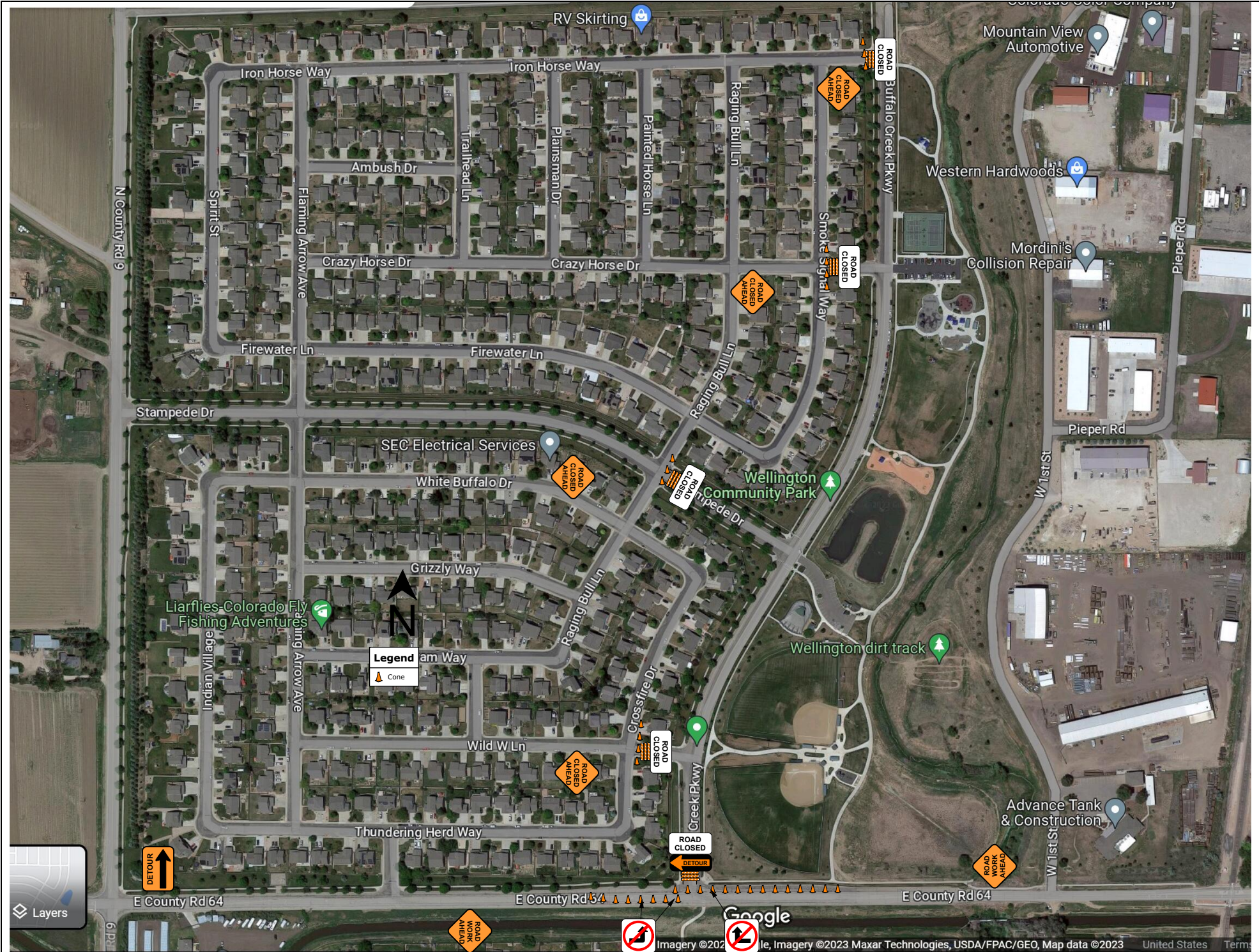
By: _____
Calar Chaussee, Mayor

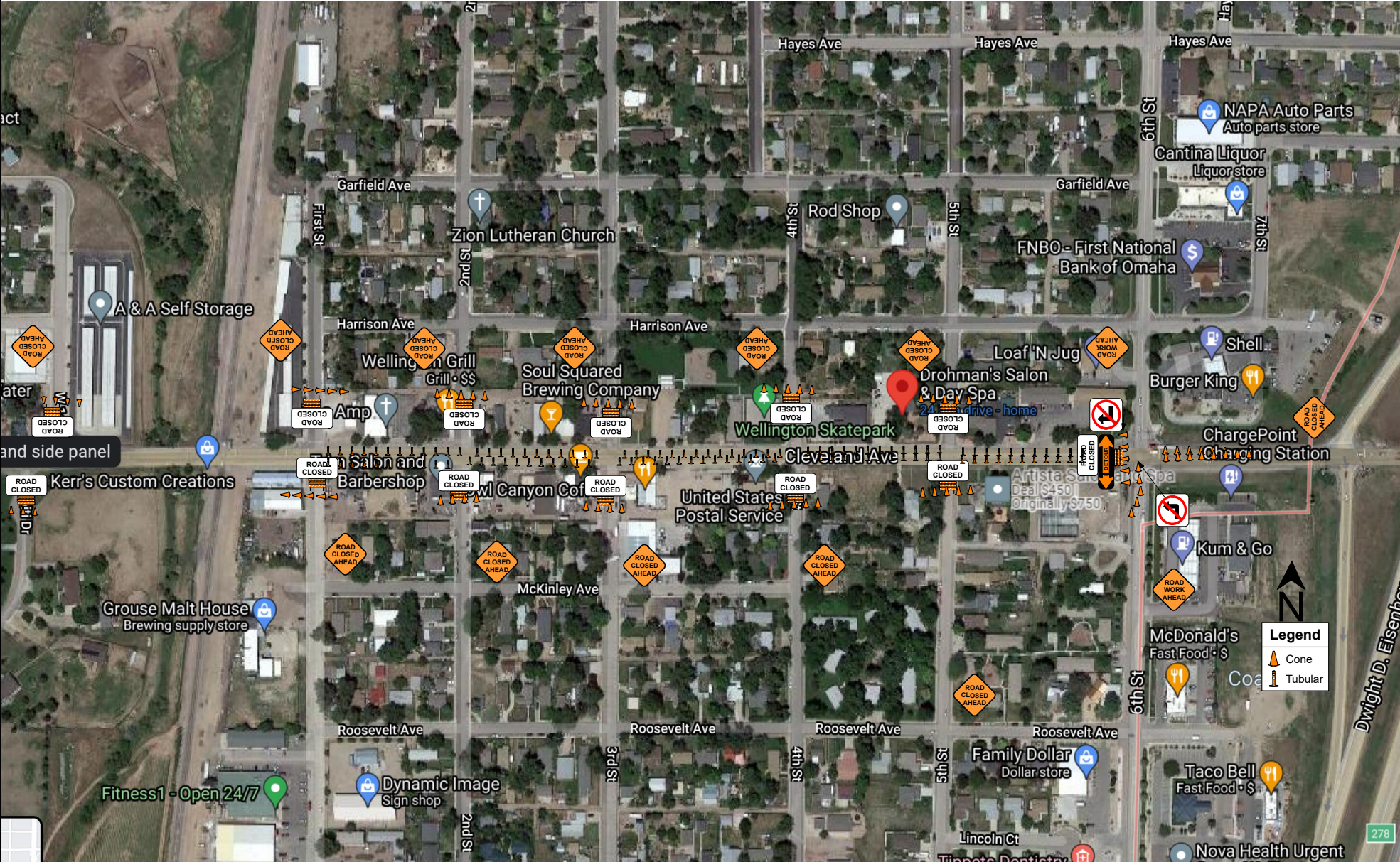
ATTEST:

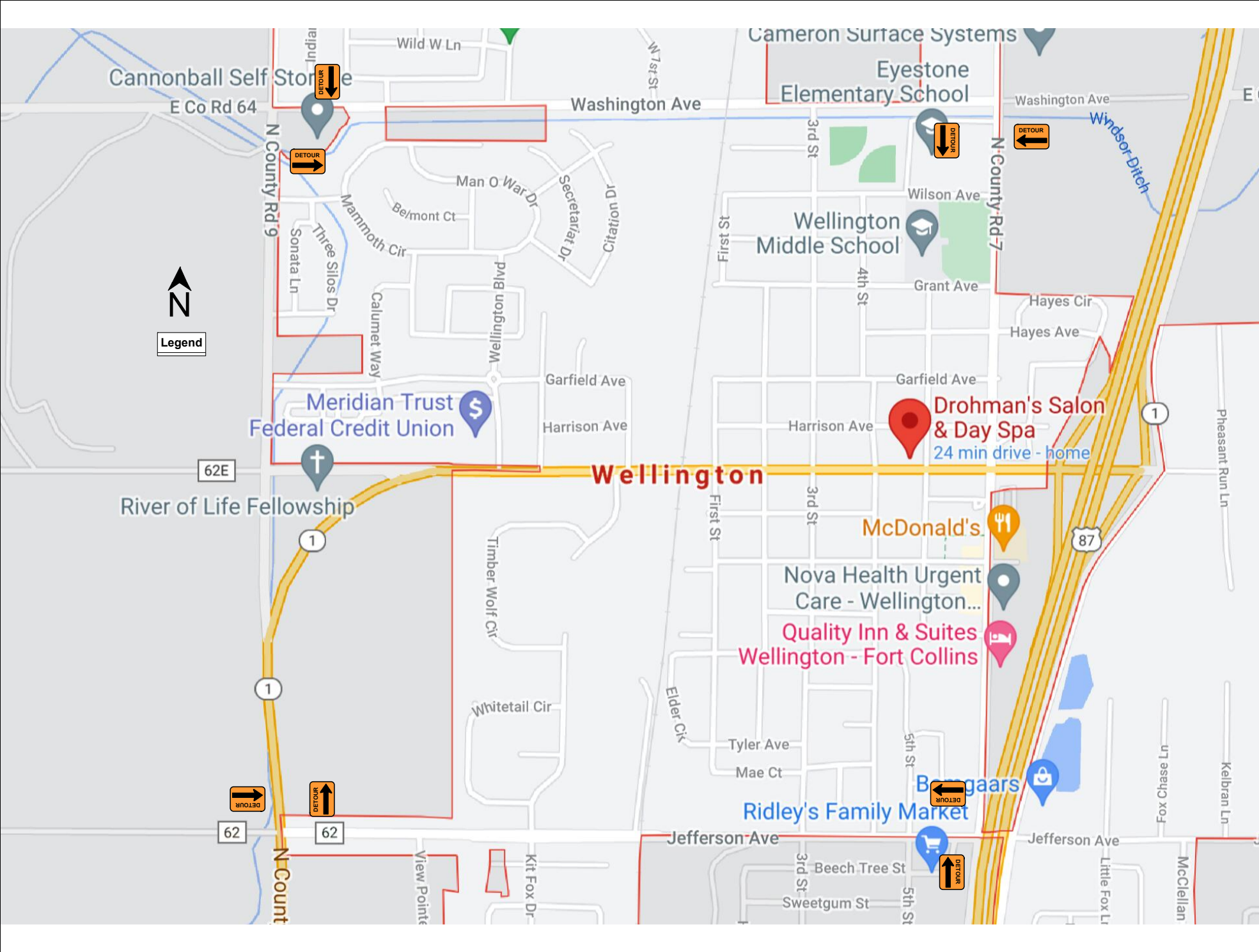
Ethan Muhs, Town Clerk

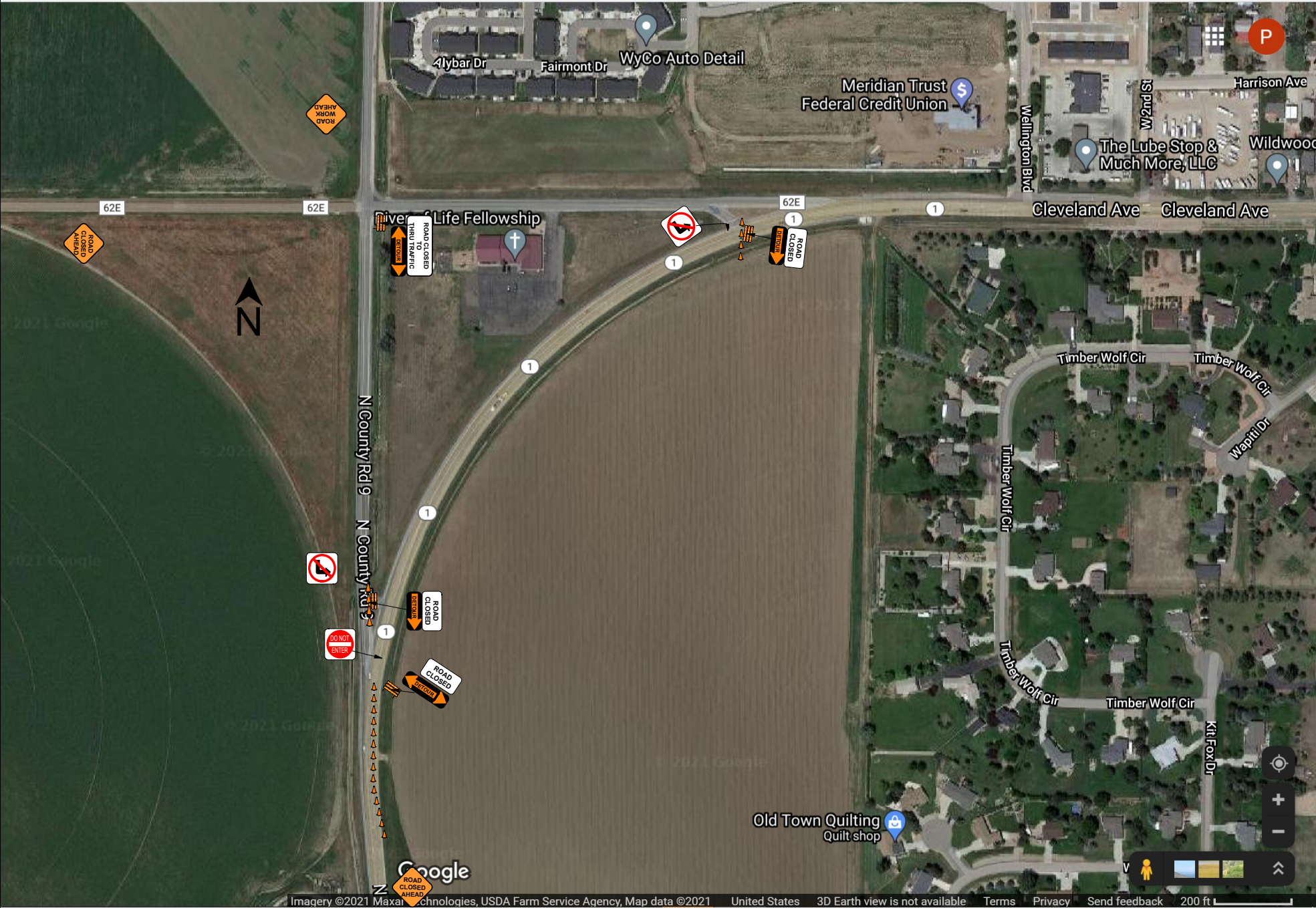




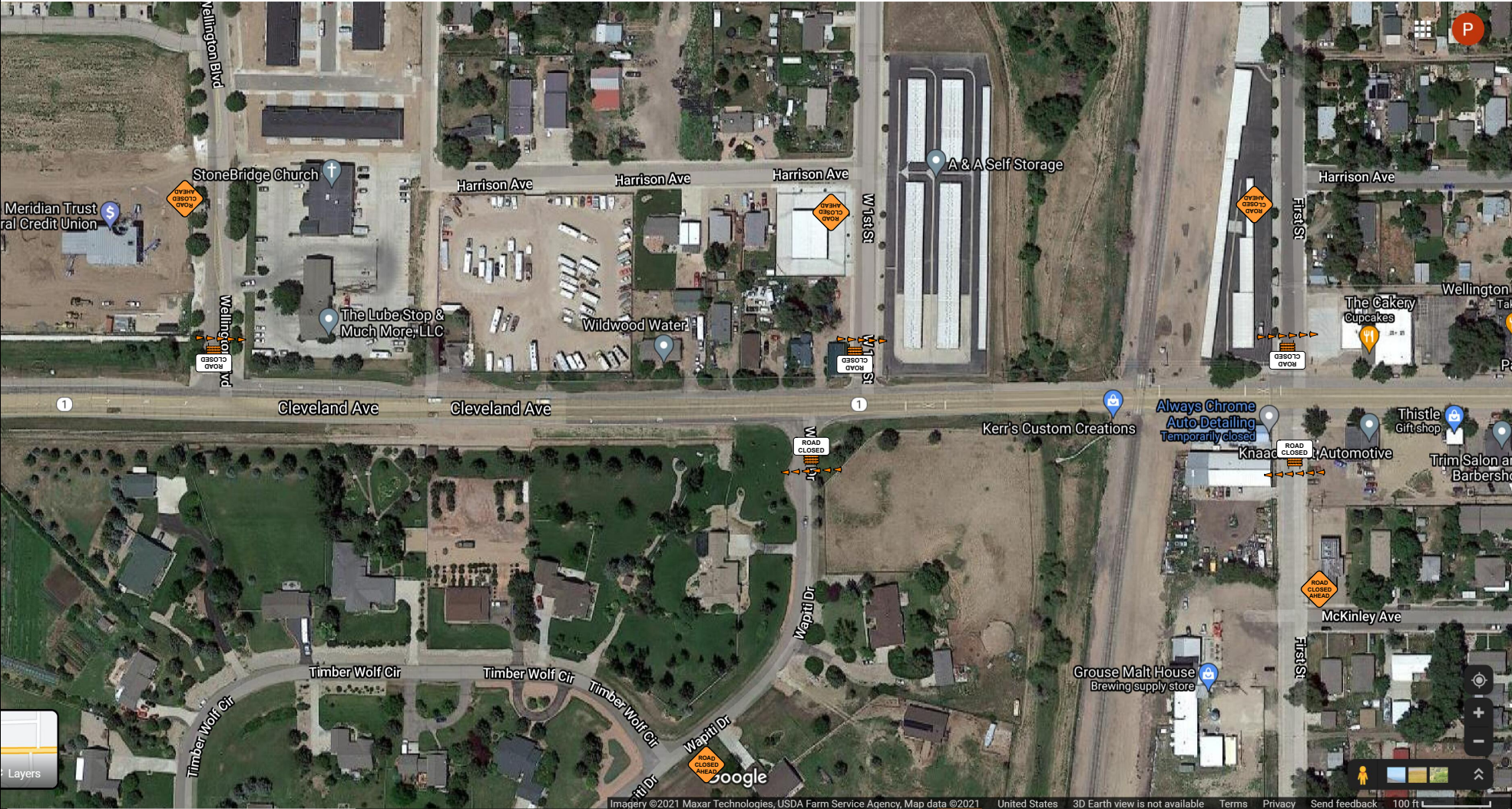












Board of Trustees Meeting

Date: June 13, 2023
Subject: Ordinance No. 06-2023: An Ordinance Amending the Town of Wellington Marijuana Ordinance

- **Presentation: Dan Sapienza, Town Attorney; and Cody Bird, Planning Director**

BACKGROUND / DISCUSSION

The Board of Directors, following discussion at the May 16, 2023 Work Session, requested that staff prepare three alternate ordinances for consideration that would amend the Town’s marijuana retail store ordinances. At that meeting, staff presented a number of possible combinations of changes to the marijuana ordinances. These proposals stemmed from previous board discussions between December and February, which are detailed in the packet memo from the May 16 Work Session. The ordinances request by the board are as follows:

Ordinance Version A: This ordinance makes no substantive changes to the setbacks for marijuana stores, but will make clarifying amendments to the ordinance. In the work session packet, this option was identified as “Option A – Clarity,” but the board requested a modification regarding the timing of the setback verification. Ordinance A makes the following changes:

- Requires setbacks from R-3 zoning districts
- Adds neighborhood needs and desires to the considerations for the Local Licensing Authority
- Clarifies that Family Child Care Homes (home day cares) are included in the definition of schools with the corresponding setback
- Clarifies that the LLA and the Board of Adjustment are not authorized to vary the setbacks required for a marijuana license
- Requires that the Planning Director verify the setback before the formal application is submitted, which then is binding on the LLA even if another use opens between that time and the date of the license hearing. Under Ordinance A, currently, there are no locations within the Town of Wellington where additional marijuana licenses would be able to open, due to the zoning and setback requirements.

Ordinance Version B: This ordinance makes a number of changes to setbacks, both increasing some and reducing others. It removes family child care homes from the definition of schools, giving those uses the standard residential setback used for all other residential-zone uses. In the work session packet, this option was identified as “Option C – Combo.” Ordinance B makes the following changes:

- Requires setbacks from R-3 zoning districts
- Adds neighborhood needs and desires to the considerations for the Local Licensing Authority
- Removes Family Child Care Homes (home day cares) from the definition of schools
- Clarifies that the LLA and the Board of Adjustment are not authorized to vary the setbacks required for a marijuana license
- Reduces School setbacks from 2,000 feet to 1,500 feet
- Increases residential setbacks from 200 feet to 250 feet
- Increases public zoning setbacks from 500 feet to 1,000 feet
- Increases setbacks between licensees from 500 feet to 1,000 feet
- Under Option B, there could be one or two additional properties where a license applicant could locate

premises. The increased setbacks would ensure greater separation from other applicants, reducing the possibility of these stores clustering in one area, and would increase distances from all residential areas and parks.

Ordinance Version C: This ordinance makes a number of changes to setbacks, increasing setbacks from all uses and leaving the setback from schools at the current 2,000 feet. It removes family child care homes from the definition of schools, giving those uses the standard residential setback used for all other residential-zone uses. In the work session packet, this option was identified as “Option C – Combo,” but the board request that it be modified to not reduce the setback from schools. Ordinance C makes all of the changes identified with Option B above, except the setback from Schools remains at 2,000 feet. Under Option C, there are likely properties in Town that would be available for one additional licensee to operate a marijuana store. The increased setbacks would ensure greater separation from other applicants, reducing the possibility of these stores clustering in one area, and would increase distances from all residential areas and parks.

Included in this packet are maps that show the effects of these three ordinances, along with additional maps that show modifications to Ordinance Versions B and C to include home day cares in the definition of schools. These additional maps were requested by the board at the May 16 Work Session.

STAFF RECOMMENDATION

1. Approve Ordinance No. 06-2023, [Version A, B, or C].
2. Approve Ordinance No. 06-2023, [Version A, B, or C] with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of Ordinance No. 06-2023 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 Ordinance No. 06-2023.

ATTACHMENTS

1. 06-2023 - Marijuana Amendments A Option
2. Map - Option A
3. 06-2023 - Marijuana Amendments B Option
4. Map - Option B
5. Map - Option B (with daycares)
6. 06-2023 - Marijuana Amendments C Option
7. Map - Option C
8. Map - Option C (with daycares)
9. 05.16.23 Board of Trustees Work Session Packet Materials re: Marijuana

TOWN OF WELLINGTON
ORDINANCE 06-2023

AN ORDINANCE AMENDING THE TOWN OF WELLINGTON MARIJUANA
ORDINANCE

Ordinance Version A

WHEREAS, in 2021, proponents of a ballot measure filed with the Town of Wellington an initiated ordinance that would allow the sale of marijuana within the Town of Wellington; and

WHEREAS, the initiated ordinance included setbacks for marijuana licenses that would prohibit issuance of a marijuana store license for premises within 2,000 feet of any school or preschool, 500 feet of any public property or other marijuana license, and 200 feet of any R-1, R-2, or R-4 residential district; and

WHEREAS, following successful citizen protests over the sufficiency of the petition for the proposed initiated ordinance, lawsuits were filed against the Town of Wellington to require referral of the measure on the ballot; and

WHEREAS, the Town of Wellington and the plaintiffs in those lawsuits settled the matter by negotiating through counsel a slightly modified ordinance that would fix many of the errors in the original proposed initiative; and

WHEREAS, at the November, 2021 general election, the voters of the Town of Wellington adopted the referred measure allowing the operation of retail and medical marijuana stores in the Town of Wellington; and

WHEREAS, the adopted ordinance included language that it could not be modified by the Town of Wellington Board of Trustees until January, 2023; and

WHEREAS, the adopted measure includes provisions that could cause uncertainty for potential applicants and omissions that would allow marijuana stores close to R-3 zone districts; and

WHERE, the Town of Wellington Local Licensing Authority for marijuana licenses recommends that the adopted ordinance be amended further to require that the licensure process include consideration of neighborhood needs and desires and other important concerns for the Town of Wellington; and

WHEREAS, the Wellington Board of Trustees desires to amend the Wellington Marijuana to address these concerns while ensuring that the voters' desires as expressed in the vote for the measure in 2021 are preserved.

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NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Wellington, Colorado:

SECTION 1

The definition of “School” in Chapter 2, Article 14, Section 30 is amended to read:

School: A public or private preschool, a public or private elementary, middle, junior high, or high school, college, or principal campus of a college, or any day care licensed by the State of Colorado, including a family child care home.

SECTION 2

Chapter 2, Article 14, Section 40 is amended to read in its entirety:

Sec. 2-14-40. Applications—Licenses.

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

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

(b) For new license applications, the applicant shall bear the burden of proving that all qualifications for licensure have been satisfied and must also satisfy the Local Licensing Authority that the applicant is fit to hold the requested license, and that the applicant is prepared to operate the business in compliance with the requirements of state and local law. The Local Licensing Authority shall consider the needs of the affected neighborhood and the desires of the affected neighborhood’s residents and businesses, including the employees of those businesses, as evidenced by petitions, remonstrances, testimony, or otherwise. For purposes of this subsection, the affected neighborhood shall include the area within one-half (0.5) mile of the property line of the Premises identified in the application.

SECTION 3

Chapter 2, Article 14, Section 70 is amended to read in its entirety:

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Sec. 2-14-70. Restrictions for applications for marijuana store licenses.

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

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

(2) Until it is verified by the Planning Director or their delegee that the Premises complies with all zoning and land use ordinances and said zoning ordinances shall be amended as follows:

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

a. Retail or Medical Marijuana Store Licenses shall not be permitted to be located within two thousand (2,000) feet of any parcel containing a school; and

b. A Retail or Medical Marijuana Store License shall not be permitted to be located within five hundred (500) feet of parcels zoned P (Public District) or any parcel containing another retail or medical marijuana store License; and

c. Retail or Medical Marijuana Store Licenses shall not be permitted to be located within two hundred (200) feet of parcels zoned R-1 (Residential Rural Density District), R-2 (Residential Low Density District), R-3 (Residential Medium Density District) and/or R-4 (Downtown Neighborhood District).

(3) The applicant, prior to submitting an application for the issuance of a Local License pursuant to this article, shall submit to the Planning Director or their delegee a Zoning and Setback Verification for Marijuana Business form and pay the accompanying fee. Within five (5) business days of receipt of the form, the Planning Director or their delegee will complete the form and send it to the applicant. If the Planning Director or their delegee verifies that the Premises complies with subsection (2), the completed form shall be signed and dated and the applicant shall include the completed form with their application submission to the Local Licensing Authority. If the applicant fails to submit an application to the Local Licensing Authority within ninety (90) days from the date that the form was signed by the Planning Director or their delegee, the form will become null and void and the applicant must submit a new form for verification of the Premises.

(b) The Zoning and Setback Verification for Marijuana Business form signed by the Planning Director or their delegee shall be considered non rebuttable proof that the Premises in which Retail or Medical Marijuana Store licensure application is to be sold complies with the distance restrictions established by, or pursuant to, this Section. The

distance restrictions established by, or pursuant to, this Section shall not be varied by action of the Board of Adjustment or by the Local Licensing Authority.

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

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

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

Section 6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

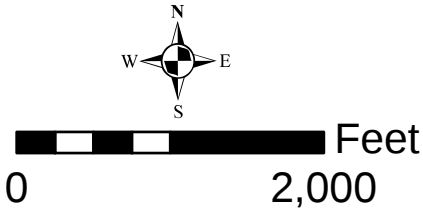
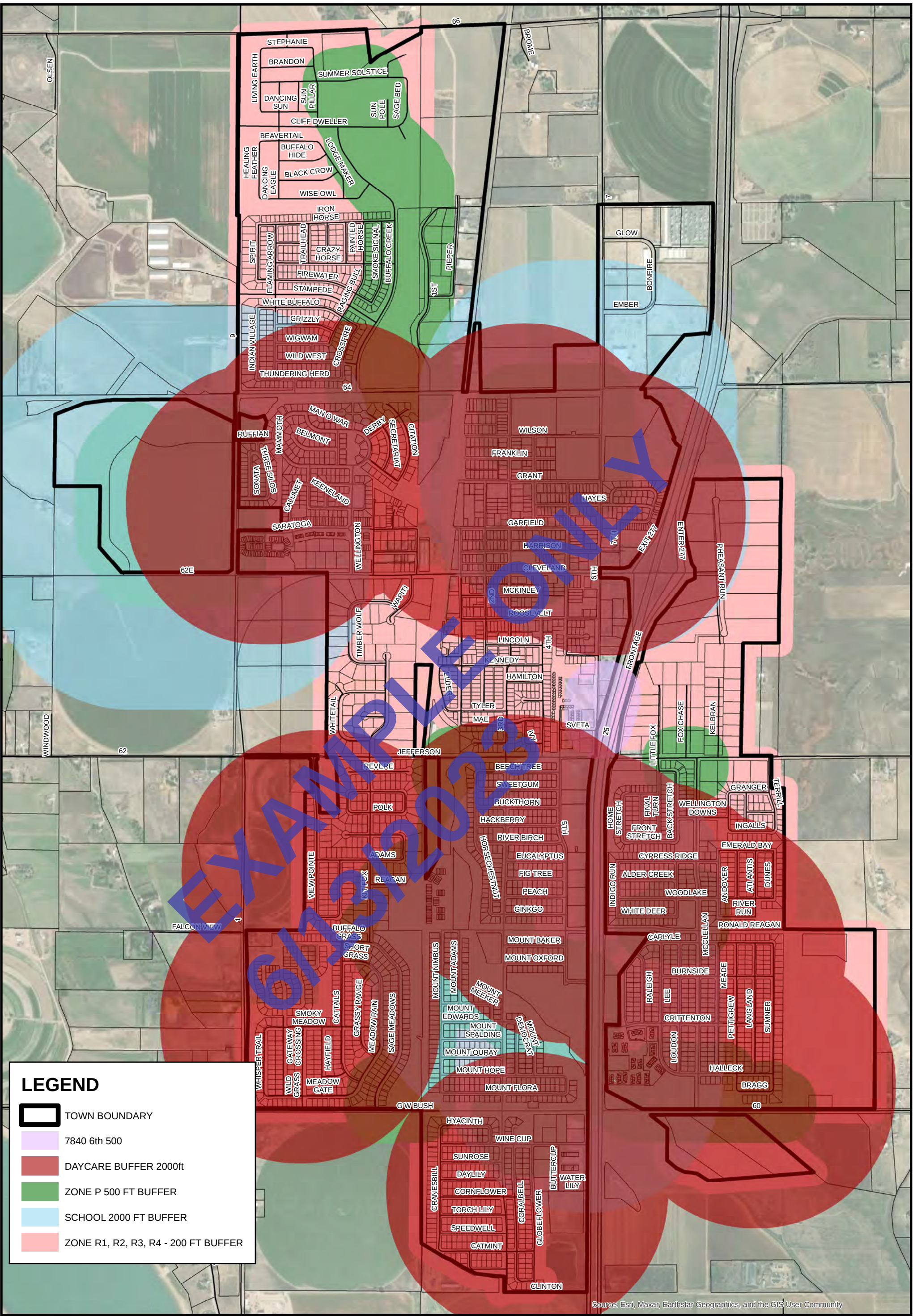
PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 13th day of June, 2023 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Patti Garcia, Town Administrator



TOWN OF WELLINGTON

OPTION A (existing)

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

TOWN OF WELLINGTON
ORDINANCE 06-2023

AN ORDINANCE AMENDING THE TOWN OF WELLINGTON MARIJUANA
ORDINANCE

Ordinance Version B

WHEREAS, in 2021, proponents of a ballot measure filed with the Town of Wellington an initiated ordinance that would allow the sale of marijuana within the Town of Wellington; and

WHEREAS, the initiated ordinance included setbacks for marijuana licenses that would prohibit issuance of a marijuana store license for premises within 2,000 feet of any school or preschool, 500 feet of any public property or other marijuana license, and 200 feet of any R-1, R-2, or R-4 residential district; and

WHEREAS, following successful citizen protests over the sufficiency of the petition for the proposed initiated ordinance, lawsuits were filed against the Town of Wellington to require referral of the measure on the ballot; and

WHEREAS, the Town of Wellington and the plaintiffs in those lawsuits settled the matter by negotiating through counsel a slightly modified ordinance that would fix many of the errors in the original proposed initiative; and

WHEREAS, at the November, 2021 general election, the voters of the Town of Wellington adopted the referred measure allowing the operation of retail and medical marijuana stores in the Town of Wellington; and

WHEREAS, the adopted ordinance included language that it could not be modified by the Town of Wellington Board of Trustees until January, 2023; and

WHEREAS, the adopted measure includes provisions that could cause uncertainty for potential applicants and omissions that would allow marijuana stores close to R-3 zone districts; and

WHERE, the Town of Wellington Local Licensing Authority for marijuana licenses recommends that the adopted ordinance be amended further to require that the licensure process include consideration of neighborhood needs and desires and other important concerns for the Town of Wellington; and

WHEREAS, the Wellington Board of Trustees desires to amend the Wellington Marijuana to address these concerns while ensuring that the voters' desires as expressed in the vote for the measure in 2021 are preserved.

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NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Wellington, Colorado:

SECTION 1

The definition of “School” in Chapter 2, Article 14, Section 30 is amended to read:

School: A public or private preschool, a public or private elementary, middle, junior high, or high school, college, or principal campus of a college, or any day care licensed by the State of Colorado, except it shall not include a family child care home, as defined by the state.

SECTION 2

Chapter 2, Article 14, Section 40 is amended to read in its entirety:

Sec. 2-14-40. Applications—Licenses.

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

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

(b) For new license applications, the applicant shall bear the burden of proving that all qualifications for licensure have been satisfied and must also satisfy the Local Licensing Authority that the applicant is fit to hold the requested license, and that the applicant is prepared to operate the business in compliance with the requirements of state and local law. The Local Licensing Authority shall consider the needs of the affected neighborhood and the desires of the affected neighborhood’s residents and businesses, including the employees of those businesses, as evidenced by petitions, remonstrances, testimony, or otherwise. For purposes of this subsection, the affected neighborhood shall include the area within one-half (0.5) mile of the property line of the Premises identified in the application.

SECTION 3

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Chapter 2, Article 14, Section 70 is amended to read in its entirety:

Sec. 2-14-70. Restrictions for applications for marijuana store licenses.

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

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

(2) Until it is verified by the Planning Director or their delegee that the Premises complies with all zoning and land use ordinances and said zoning ordinances shall be amended as follows:

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

a. Retail or Medical Marijuana Store Licenses shall not be permitted to be located within one thousand five hundred (1,500) feet of any parcel containing a school; and

b. A Retail or Medical Marijuana Store License shall not be permitted to be located within one thousand (1,000) feet of parcels zoned P (Public District) or any parcel containing another retail or medical marijuana store License; and

c. Retail or Medical Marijuana Store Licenses shall not be permitted to be located within two hundred fifty (250) feet of parcels zoned R-1 (Residential Rural Density District), R-2 (Residential Low Density District), R-3 (Residential Medium Density District) and/or R-4 (Downtown Neighborhood District).

(b) In addition to the requirements of the Colorado Marijuana Code the Local Licensing Authority shall consider the evidence and make a specific finding of fact as to whether the Premises in which Retail or Medical Marijuana Store licensure application is to be sold is located within any distance restrictions established by, or pursuant to, this Section. The distance restrictions established by, or pursuant to this Section shall not be varied by action of the Board of Adjustment or by the Local Licensing Authority.

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

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

regulations, independent of the elimination here from of any such portion which may be declared invalid.

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

Section 6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

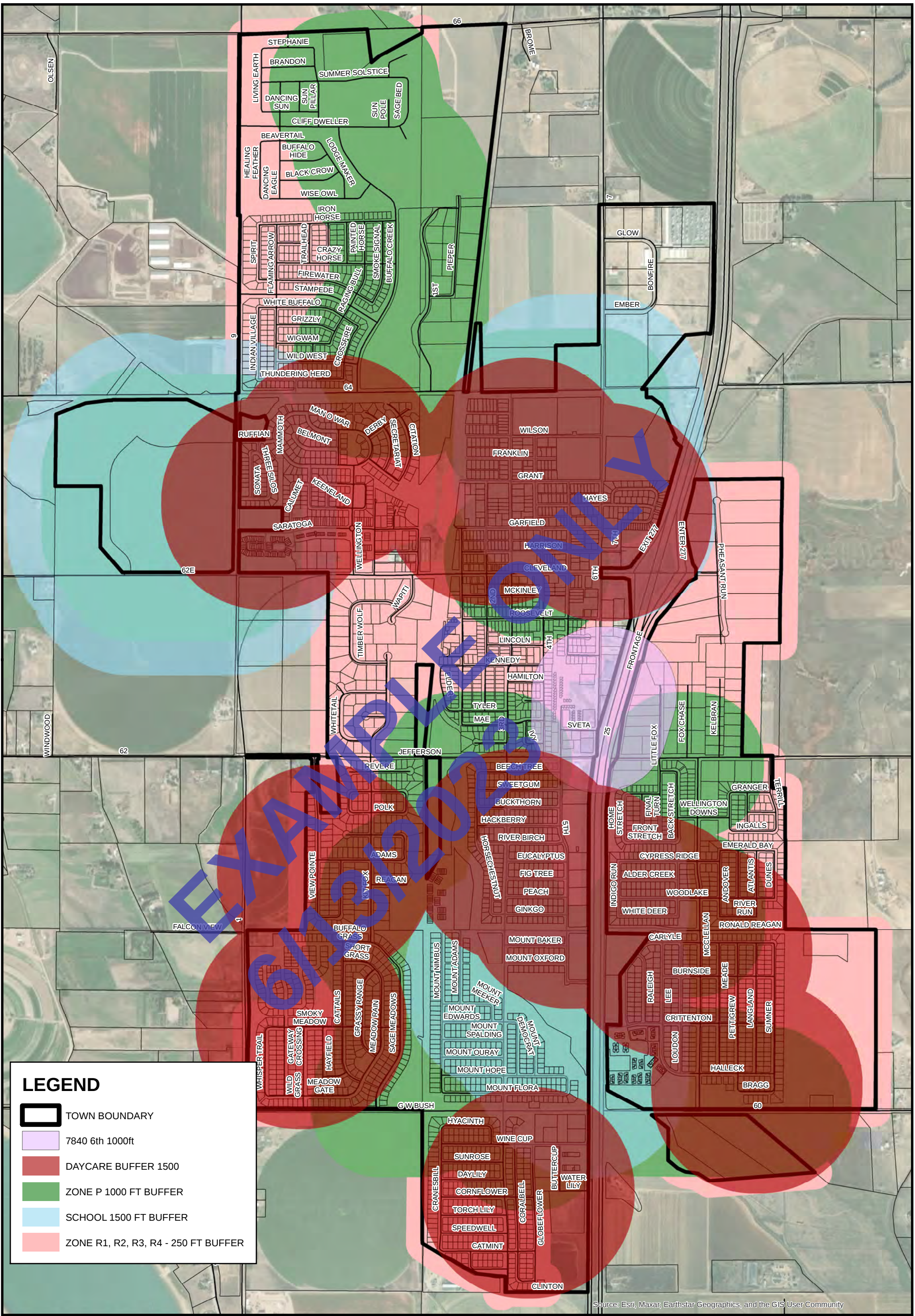
PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 13th day of June, 2023 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

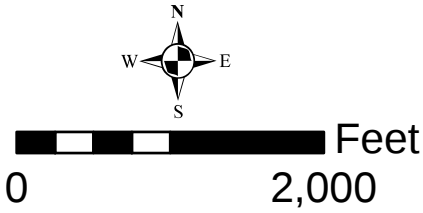
By: _____
Calar Chaussee, Mayor

ATTEST:

Patti Garcia, Town Administrator



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



TOWN OF WELLINGTON

OPTION B (with daycares)

TOWN OF WELLINGTON
ORDINANCE 06-2023

AN ORDINANCE AMENDING THE TOWN OF WELLINGTON MARIJUANA
ORDINANCE

Ordinance Version C

WHEREAS, in 2021, proponents of a ballot measure filed with the Town of Wellington an initiated ordinance that would allow the sale of marijuana within the Town of Wellington; and

WHEREAS, the initiated ordinance included setbacks for marijuana licenses that would prohibit issuance of a marijuana store license for premises within 2,000 feet of any school or preschool, 500 feet of any public property or other marijuana license, and 200 feet of any R-1, R-2, or R-4 residential district; and

WHEREAS, following successful citizen protests over the sufficiency of the petition for the proposed initiated ordinance, lawsuits were filed against the Town of Wellington to require referral of the measure on the ballot; and

WHEREAS, the Town of Wellington and the plaintiffs in those lawsuits settled the matter by negotiating through counsel a slightly modified ordinance that would fix many of the errors in the original proposed initiative; and

WHEREAS, at the November, 2021 general election, the voters of the Town of Wellington adopted the referred measure allowing the operation of retail and medical marijuana stores in the Town of Wellington; and

WHEREAS, the adopted ordinance included language that it could not be modified by the Town of Wellington Board of Trustees until January, 2023; and

WHEREAS, the adopted measure includes provisions that could cause uncertainty for potential applicants and omissions that would allow marijuana stores close to R-3 zone districts; and

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WHEREAS, the Wellington Board of Trustees desires to amend the Wellington Marijuana to address these concerns while ensuring that the voters' desires as expressed in the vote for the measure in 2021 are preserved.

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

(b) For new license applications, the applicant shall bear the burden of proving that all qualifications for licensure have been satisfied and must also satisfy the Local Licensing Authority that the applicant is fit to hold the requested license, and that the applicant is prepared to operate the business in compliance with the requirements of state and local law. The Local Licensing Authority shall consider the needs of the affected neighborhood and the desires of the affected neighborhood’s residents and businesses, including the employees of those businesses, as evidenced by petitions, remonstrances, testimony, or otherwise. For purposes of this subsection, the affected neighborhood shall include the area within one-half (0.5) mile of the property line of the Premises identified in the application.

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Chapter 2, Article 14, Section 70 is amended to read in its entirety:

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

(2) Until it is verified by the Planning Director or their delegee that the Premises complies with all zoning and land use ordinances and said zoning ordinances shall be amended as follows:

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

a. Retail or Medical Marijuana Store Licenses shall not be permitted to be located within two thousand (2,000) feet of any parcel containing a school; and

b. A Retail or Medical Marijuana Store License shall not be permitted to be located within one thousand (1,000) feet of parcels zoned P (Public District) or any parcel containing another retail or medical marijuana store License; and

c. Retail or Medical Marijuana Store Licenses shall not be permitted to be located within two hundred fifty (250) feet of parcels zoned R-1 (Residential Rural Density District), R-2 (Residential Low Density District), R-3 (Residential Medium Density District) and/or R-4 (Downtown Neighborhood District).

(b) In addition to the requirements of the Colorado Marijuana Code the Local Licensing Authority shall consider the evidence and make a specific finding of fact as to whether the Premises in which Retail or Medical Marijuana Store licensure application is to be sold is located within any distance restrictions established by, or pursuant to, this Section. The distance restrictions established by, or pursuant to this Section shall not be varied by action of the Board of Adjustment or by the Local Licensing Authority.

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

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

regulations, independent of the elimination here from of any such portion which may be declared invalid.

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

Section 6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 13th day of June, 2023 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Patti Garcia, Town Administrator

Board of Trustees Meeting

Date: May 16, 2023
Subject: Marijuana Ordinance Discussion

- **Presentation:** Cody Bird, Planning Director & Dan Sapienza, Town Attorney

BACKGROUND / DISCUSSION

The Board of Trustees has previously considered a draft ordinance with possible amendments to the regulations pertaining to the licensing of marijuana retail stores. Multiple topics were considered at a series of regular meetings and work sessions. Below is a brief overview of the prior Board discussions (with links to agenda packets) and a high-level summary of some of the takeaways:

December 13, 2022 – Work Session ([12/13/2022 Packet - Board of Trustees Work Session](#))

- **Topics:** Add R-3 zoning to the 200-ft setback requirement, allow variances to be considered by the Board of Adjustment and if approved would be applicable to the Local Licensing Authority, and add neighborhood needs and desires to the Local Licensing Authority considerations
- **Takeaways:** Board desires clarity on the regulations and processes with minimal changes to marijuana code

January 10, 2023 – Regular Meeting ([1/10/2023 Packet - Board of Trustees](#))

- **Topics:** Draft ordinance presented with language to address the R-3 zoning, Board of Adjustment variances on marijuana setbacks, and neighborhood needs and desires consideration by the Local Licensing Authority
- **Takeaways:** Discussed setbacks from P - Public zoning including detention ponds, noted the will of the voters in the ballot language to establish setbacks, concerns about daycares being bought out by dispensaries to satisfy a setback, and can Town staff and the Board of Adjustment handle the volume of additional variance requests that might be expected if variances are allowed

January 17, 2023 – Work Session ([1/17/2023 Packet - Board of Trustees Work Session](#))

- **Topics:** Presented information and discussed the effect of the 500 ft. setback from properties zoned P - Public
 - Discussed setbacks from schools and daycares and presented draft maps showing 2,000 ft., 1,500 ft. and 1,000 ft. setbacks from schools
 - Discussed the role of the Board of Adjustment in hearing a variance and offered that the Local Licensing Authority could consider a variance approved by the Board of Adjustment as a means to clarify the discrepancy between the land use code and the Local Licensing Authority requirements
- **Takeaways:** Not widespread Board support for changing setback distances
 - Rezone applications would be preferable to adding additional zone districts where dispensaries are allowed

- General support for creating the clarity through the use of the variance process
- More information desired on other ideas such as a maximum cap on the number of licenses that could be issued

January 24, 2023 – Regular Meeting ([1/24/2023 Packet - Board of Trustees](#))

- Topics: Information presented on other communities that have implemented a system of caps on the number of marijuana licenses
- Takeaways: Desire to support small businesses, desire to limit the number of dispensaries through a cap on total licenses or ratio per population, changing setbacks, zoning of public stormwater detention areas, and clarifying the role of the Board of Adjustment for variances
- Desire to re-evaluate the regulations and think holistically about all the topics

February 14, 2023 – Work Session ([2/14/2023 Packet - Board of Trustees Work Session](#))

- Topics: Continued discussion on previous information presented
- Takeaways: Less support for a cap on the number of licenses – Did not want to place license limits on a free market society – Local government should not add more layers of regulation such as a cap
 - Desire to have clear and predictable regulations and procedures
 - Desire to make modifications to the regulations to allow other location opportunities for dispensaries and allow competition
 - Desire to allow more flexibility for locations without flooding the market with dispensaries

April 11, 2023 – Regular Meeting ([4/11/2023 Packet - Board of Trustees](#))

- Topics: Adoption of amendments to the Official Zoning Map
- Takeaways: Properties previously zoned transitional were changed to other zone districts and has effects on areas where setbacks are applicable
 - P - Public District zoning was updated with a consistent approach Town-wide
 - Setback distances and buffer areas need to be revisited to consider the effects of the zoning map updates

Based on the prior Board discussions, staff has prepared a table of possible strategies that could be used to address the various topics (attached). The strategies are created to provide a variety of different tools that may be used as well as objective considerations for what might be expected if a strategy is selected. Staff has also prepared the below options for the Board to consider. The Board may choose to pursue one of the below options, or may select one or more of the strategies from the attached table as a “menu-style” selection to modify an option or to create a new option not listed below.

Options:

A. Option A – Clarity

- Includes Strategies 1, 2 and 4.
- This option provides legal clarity and effect for a couple of the topics that have been raised (ensuring R-3 zoning is included for a setback buffer around all residential districts, including the neighborhood needs and desires considerations in the Local Licensing Authority considerations, and clarifies that in-home childcare facilities are included in the definition of “schools” whereas potential applicants have questioned whether the definition was intended to

include in-home childcare facilities or only commercial childcare facilities). This option does not change any setbacks and would not likely result in allowing any additional properties for marijuana stores within the current town limits.

B. Option B – Simple Setback Reduction

- Includes Strategies 1, 2, 4 and 6.
- The clarifications from Option A – Clarity above are also recommended in this option. This option also includes a reduction in the setback from schools and childcare facilities. It is a simple option because it only reduces one type of setback distance. The current setback from schools is 2,000 ft. Reducing the setback from 2,000 ft. to a distance like 1,500 ft. or 1,000 ft. would allow more areas of Town to be possible to locate a marijuana retail store without making a lot of other changes. Staff is preparing maps to illustrate the possible setback buffer distances of 2,000 ft., 1,500 ft. and 1,000 ft. from schools and existing commercial childcare facilities. This option would still include the setback from in-home childcare facilities which could have a large impact on the buffer areas, and those areas will change over time as in-home childcare facilities open and close.

C. Option C – Combo

- Includes Strategies 1, 2, 3, 6, 9, 10 and 11.
- This option continues to include the clarifications of Option A – Clarity. However, this option clarifies the definition of “schools” to not include in-home childcare facilities. This option also contemplates reducing the setback from schools and commercial childcare facilities from 2,000 ft. to 1,500 ft. or 1,000 ft. Maps are being created to illustrate these setback distances. This option also recommends combining setback distance increases in a number of ways. Increasing the setback distance between marijuana retail stores will help ensure that there is not proliferation of marijuana stores and clustering of too many stores in one area of Town (current setback is 500 ft. and an example of increased setback might be 1,000 ft.). Another example of a setback increase might be to increase the setback from properties zoned P – Public to ensure areas where children are likely to congregate have a greater setback distance. Last, an increase to the setback distance around residential properties could increase the separation from homes, including in-home childcare facilities. An increase could provide more separation as well as close a few gaps in Town where commercial properties may have otherwise allowed a marijuana store in a neighborhood where it may not be an appropriate land use.
- Example maps illustrating possible setback reductions and increases are being prepared based upon the below assumptions:

Existing		Possible Changes	
Residential Zone	200	Residential Zone	250
In-home		In-home	
Daycares	2000	Daycares	250
Schools	2000	Schools	1500
Com. Preschools	2000	Com. Preschools	1500
Public District	500	Public District	1000
Other Marijuana	500	Other Marijuana	1000

STAFF RECOMMENDATION

Discuss the information provided and provide staff direction for next steps such as preparing a draft ordinance, scheduling an ordinance for consideration by the Board of Trustees or seeking additional information.

ATTACHMENTS

1. Strategies for Possible Marijuana Regulation Amendments

May 16, 2023
WS Packet

Type	ID	Strategy	Considerations
Clarity	1	Add R-3 zoning to the required setback distances	Original marijuana ordinance only included R-1, R-2 and R-4 zoning districts (R-3 was not utilized and not on the zoning map at the time) Applies same buffer for R-3 residential districts consistent with all other residential categories
	2	Add neighborhood needs and desires consideration for Local Licensing Authority	Provides opportunity to consider public comments at the Local Licensing Authority hearing, consistent with liquor license hearings
	3	Update definition of "Schools" to clarify that in-home childcare facilities are not included	Removing in-home childcare facilities from the definition would allow more areas where marijuana stores could locate Changing the definition might remove the protections currently in place for creating separation between in-home childcare facilities and marijuana stores In-home childcare facilities would still have the protection of the residential buffer requirement (since they are located in a home, the home still has the residential buffer) Removing in-home childcare facilities from the definition would provide more predictable expectations of where a marijuana store may locate by not considering a variable factor that may change frequently as in-home childcare facilities open and close from time-to-time
	4	Leave in-home childcare facilities included in definition of "Schools"	Updating the definition to clearly state that in-home childcare facilities are included provides a large setback buffer and separations for in-home childcare facilities Without a change, external pressures could be placed on in-home childcare facilities to close for a marijuana applicant to meet a setback requirement In-home childcare operator licenses can come and go over time, creating inconsistent expectations for where marijuana stores might locate The opening of a new in-home childcare facility that might choose to locate nearby to a marijuana store could immediately make the marijuana store a non-conforming use
	5	Allow Local Licensing Authority to consider variances if approved by the Board of Adjustment	This strategy is not recommended. It was originally presented as an option to improve legal clarity and effect at a time when the Board was not considering any other changes to the marijuana regulations. Variances relating to marijuana uses may be perceived to create inequities in the application of otherwise required setbacks.
Reduce Setbacks	6	Reduce setback from Schools and childcare facilities (currently 2,000 ft.)	Keeping existing 2,000 ft. setback from schools and childcare facilities limits the land area that is eligible for marijuana stores Reducing the setback from schools and childcare facilities would allow more areas in Town to the possibility of marijuana stores locating Reducing the setback from schools and childcare facilities might reduce the protections currently in place for creating separation between schools and marijuana stores
	7	Reduce setback from in-home childcare facilities	Keeping existing 2,000 ft. setback from in-home childcare facilities limits the land area that is eligible for marijuana stores Reducing the setback from in-home childcare facilities would allow more areas in Town to the possibility of marijuana stores locating Reducing the setback from in-home childcare facilities to match the residential zone district setback would still protect in-home childcare facilities and would reduce the impact of the existing 2,000 ft. buffer
	8	Reduce setback between recreational marijuana store and medical marijuana store	Existing ordinance requires 500 ft. setback between licensed marijuana stores without regard to whether the store is for recreational or medical marijuana Reducing the setback between a recreational marijuana store and medical marijuana store could allow two licenses to locate in closer proximity A recreational marijuana store locating close to a medical marijuana store would have a lesser overall impact to the areas impacted by the number of licenses
Increase Setbacks	9	Increase setback between licensed marijuana stores (currently 500 ft.)	Increasing setbacks between licensed marijuana stores would limit the proliferation of marijuana stores in town Increasing setbacks between licensed marijuana stores could cause marijuana stores to be more spread out across town (lesser setback could result in concentration) Existing setback (and any possible increase) limits the ability of a recreational marijuana store to locate next to a medical marijuana store (and vice versa)
	10	Increase setback around P - Public Districts	Increasing the setback from a P - Public District would increase protected area around locations where children are likely to congregate Increasing the setback from a P - Public District would encumber a larger area of Town where marijuana stores would not be able to locate
	11	Increase setback from residential zoned properties	Increasing the setback from residential properties would add additional protections for residential areas (including HOA open spaces and community amenities) Increasing the setback from residential properties would add additional protections for in-home childcare facilities (since located within the home) An increase in the residential buffer may create further limitations in some areas currently available for marijuana stores An increase in the residential buffer may remove some areas currently available for marijuana stores where a marijuana store may not be desirable
Zone Districts	12	Allow marijuana retail stores in other zoning districts (Light Industrial, Community Commercial, Downtown Core Commercial, etc.)	Including other zoning districts that allow marijuana stores as a permitted use could increase ability for more marijuana businesses to locate in town Including other zoning districts that allow marijuana stores as a permitted use could affect more areas of town impacted by marijuana stores Other setback requirements would still have to be satisfied, regardless of the zoning districts allowed Existing setback requirements are very limiting regardless of other zoning districts that might be added (based on current town boundaries) Allowing other zoning districts could result in marijuana stores located in areas that are not very visible and/or where streets are not designed for high vehicle traffic Adding zoning such as C-1 Community Commercial could encourage marijuana stores in areas closer to residential properties Adding zoning such as C-2 Downtown Core Commercial could encourage marijuana stores in the downtown that has been identified for retail, dining and entertainment
	13	Do not add marijuana stores as a permitted use in other zoning districts (C-3 only)	This strategy is not necessarily a change, but is included in this table to illustrate the considerations below: Properties currently in the Town and zoned C-3 that also meet all current required setback criteria are very limited A Rezone application can be submitted and considered to change a property's zoning to C-3 to allow marijuana stores (if other setback criteria are also satisfied) Properties may be annexed into the Town and C-3 commercial zoning could be considered and assigned at the time of annexation C-3 zoned properties are currently all located along arterial street corridors - arterial streets are designed to accommodate vehicle traffic and are highly visible areas
	14	Change zoning of P - Public properties	This strategy is not recommended due to recent updates to the Official Zoning Map and town-wide consistency for how properties zoned P - Public are considered.
Other	15	Consider a cap on the maximum number of licenses allowed	This strategy is not recommended based on Board discussion and feedback. The Board discussed that a cap on the number of licenses would be a governmental regulation to limit the free market society and would single out a specific business type when no other business types have such limitations. The implementation of a cap would also require additional Town resources to create and manage a "lottery" type system to handle the volume of applications for a finite number of licenses and may result in undue burden for town staff and an inequitable process for applicants.
	16	Require that all marijuana retail stores locate within a defined distance of I-25 right-of-way	Defining a maximum distance that a marijuana store could be located from the Interstate 25 corridor would keep stores located near the highway Defining a maximum distance from the Interstate 25 corridor would limit the number of visitor vehicle trips on local roadways by keeping businesses close to highway access A maximum distance from the Interstate 25 corridor would limit large areas of town to no marijuana stores Most of the existing C-3 zoned properties currently in Town are located along the Interstate 25 corridor, though additional C-3 properties are expected and likely to locate along State Highway 1 on the west side of Town
	17	Do nothing	This strategy is not recommended. Leaving the ordinance as it reads today would result in no change to current situation.



Board of Trustees Meeting

Date: June 13, 2023
Subject: Special Event Permit: 4th of July Beer Garden

- **Presentation: Patti Garcia, Town Administrator**

BACKGROUND / DISCUSSION

Pursuant to C.R.S 44-5-106, public notice of the proposed permit application and of the procedure to protest the permit was posted on June 2, 2023 at the premise location. To date, there have been no protests to the Application for a Special Events Permit.

The Local Liquor Licensing Authority shall report approved or disapproved Special Events Permits to the Colorado Liquor Enforcement Division within 10 days.

STAFF RECOMMENDATION

Optional Motion for Approval - Move to Approve the Special Event Permit Application for Brewfest as submitted by American Legion Post 176.

ATTACHMENTS

1. 4th of July Legion Beer Garden - Special Event Permit Application
2. 07.04.23 Beer Garden Special Event Permit - State Application Form
3. 4th of July Beer Garden Site Map_2023
4. American Legion Post 176 Certification of Good Standing
5. Public Safety Plan - 4th of July Beer Garden
6. 4th of July Location Approval 2023
7. American Legion Wellington Post 176 Liquor License Receipt

FORM CENTER

VIEW SITE

MAIN

FIELD SETS

LEGACY FORMS

PROPERTIES

PERMISSIONS

BACK

PRINT

Form Center ► Community Activities ► Town of Wellington Special Event Permit Application ► Submission #3103

Thank you for completing the Town of Wellington Special Event Permit Application. Someone will be in contact with you to within 48 - 72 business hours.

Your completed special event application, with all fees, must be submitted no later than 60 days before your event. New events will need additional time to go through the Special Event Review Committee, so please plan accordingly. Parks and facilities rentals are managed through the Recreation Department, not through Special Events. If you are interested in renting a park pavilion or town facility for your event, please visit the Facilities and Use Rentals page for more information.

Event Contact Information:

Organization Name *

American Legion Wellington Post 176

Event Main Point of Contact *

Roy Cook

Address *

PO Box 1514

City *

Wellington

State *

CO

Zip Code *

80549

Email Address *

Phone Number *

SAVE CHANGES

CANCEL

Form Details

Submitted By:
Roy Cook

Submitted On:
May 8, 2023 4:00 PM

IP Address:
24.49.109.155

Referrer:
https://www.wellingtoncolorado.go...
Activities-12/Town-of-Wellington-
Special-Event-Permit--86?
savedProgressID=379

Answered 58 of 86 (67.4%)

Will the contact listed above be present on the day of the event? *

Yes

Day of Event Contact Name:

Phone Number

Email Address

Will there be someone promoting your event? *

No

Company Name

Contact

Phone Number

Email Address

Event Name *

4th of July Beer Garden and Skate Jam at Wellington Community Park

Event Description*

(Check all the apply)

- ☒ Non Profit (501(c)3 documentation required)
- ☐ Farmers Market
- ☐ Parade
- ☐ Sporting Event
- ☐ Filming/Photography
- ☐ Run/Walk/Bicycle
- ☐ Other
- ☐ Concert
- ☐ Fireworks
- ☐ Festival

If you check Other above, please describe your event.

Event Date(s) and Time(s) *

07/04/2023

10:30 AM

07/04/2023

4:00 PM

—

Alternate Event Date(s) and Time(s)

mm/dd/yyyy

hh:mm am/pm

mm/dd/yyyy

hh:mm am/pm

—

If this event reoccurs for a period of time in the same calendar year, please list the event dates. (Farmers market, concert series, etc.)

Event Location *

- ☐ Leeper Center
- ☐ Street
- ☐ Private Property
- ☒ Park
- ☐ Park and Street

Name of Street *

Event Address & Zip *

Centennial Park - Harrison Ave

▼

Event Operations

Event Set Up *

07/04/2023

6:00 AM

07/04/2023

10:30 AM

—

Event Teardown *

07/04/2023

4:00 PM

07/04/2023

8:00 PM

—

Estimated Attendance Per Day *

400

Will this event be open to the public?*

☒ Yes

☐ Invitation-only

Will you be charging admission?*

☐ Yes

☒ No

Will you be accepting donations?*

☒ Yes

☐ No

Are you wanting to close a Town street for your event?*

Street closures must be approved by the Board of Trustees.
Please include detailed traffic control plans on the site map with your application.

☐ Yes

☒ No

Time and date of street closure *

mm/dd/yyyy

hh:mm am/pm

mm/dd/yyyy

hh:mm am/pm

—

Name of company providing traffic control *

Contact *

Phone Number *

Email *

Food will be

☒ Served☐ Prepared☐ Mobile Food Vendors -

Contact WFPD

☐ Neither

How will food be prepared?*

☐ LP gas grill☐ Charcoal grill☐ Electric grill☐ Food will be prepared off-site

Note about food vendors

Food vendors are required to have a license and provide a certificate from the Health Department, an operational fire permit, and a business license.

Please list the name and contact information for each temporary food vendor that plans to serve food at the event.

(Skip if no food will be served or prepared at your event)

Food Vendor 1 *

Contact Name *

Phone Number *

Email Address *

There will be more than one food vendor serving food at the event. *

☒ Yes☐ No

Will electricity be provided to the food vendors?*

☒ Yes☐ No

Will alcoholic beverages be available at your event?*

☒ Yes☐ No

Alcoholic beverages will be*

☒ Sold by the drink☐ Given away

Note: If you are serving alcohol, servers are required to have TIPS training.

HOMEPAGE

DASHBOARD

MODULES

CAITLIN M

HELP

(Select all that apply)

☒ Beer

☒ Spirituous (hard) Liquor

☒ Wine

07/04/2023

10:30 AM

07/04/2023

4:00 PM

Please provide the address at which alcohol will be sold, given away, and/or consumed. *

3815 Harrison Avenue Wellington, CO 80549

Name of business or organization that will be responsible for obtaining any necessary liquor permits. *

American Legion Wellington Post 176

Town of Wellington Noise Standards

Town Noise Ordinance No person shall make, continue or cause to be made or continued any unreasonable noise; and no person shall knowingly permit such noise upon any premises owned or possessed by such person or under such person's control. For purposes of this Section, members of the Police Department are empowered to make a prima facie determination as to whether a noise is unreasonable. (Ord. 11-2007 §1)

Will there be inflatables?*

☐ Yes

☒ No

Will there be live entertainment, music or amplified sound at your event?*

☒ Yes

☐ No

Will a stage be built?*

☐ Yes

☒ No

How many? *

Time of performance(s) *

07/04/2023

11:00 AM

07/04/2023

4:00 PM

Will tents be erected for your event?*

☒ Yes

☐ No

What are the dimensions and quantity of all present tents? *

10' x 10' (26); 20' x 30' (2)

Please mark tents on the site plan map. If the tent is larger than 120 sq feet please include guyline locations, egress, and setbacks between other structures. You will need to contact

Will additional electrical wiring be installed for the event?*

☒ Yes☐ No

How will you get electricity to your event?*

☐ Generators☐ No electricity needed☒ Utility power

Will restroom facilities be required for the event?*

☒ Yes☐ No

Have you arranged for security at your event?*

☐ Yes☒ No

Name and contact information of the company/agency providing security. *

Note: Applicant is responsible for security personnel for the duration of the event. The number of security officers or deputies will be determined by Larimer County Sheriff's Office (LCSO) based on the nature of the Event. Please contact LCSO at 970-498-5307 for questions or clarification.

Describe your plans for Emergency Medical Services. *

Security will be arranged through LCSO. We will arrange for two officers to be present. Contact with external police and fire personnel will be through LCSOs present. A first aid tent will be present, and a weather watch will be on site.

Describe your plans for trash removal, as well as any organizations or persons directly involved with this aspect of the event. *

Trash removal by American Legion volunteers.

Describe your plans for event parking. *

Parking will be on public streets. ADA parking available at Town Hall building.

Required Documents and Forms

501(c) Certificate

Choose File

No file chosen

Sales Tax Exempt ID or Tax ID

[CERT_GS.pdf](#)

Vendor List

Choose File

No file chosen

Please upload your complete vendor list.

Completed Special Events Liquor License Permit

[Special Event Permit - State.pdf](#)

Application for a Special Events Liquor License Permit

[Special Events Liquor License Permit](#)

Liquor Permit application must be turned into the Town of Wellington. Please attached completed permit to this application.

Completed Wellington Fire Protection District Special Event Permit Application *

[Special-Event-Application-and-Fees.pdf](#)

Wellington Fire Protection District Special Event Permit Application and Fees

[Wellington Fire Protection District Special Event Permit Application](#)

Traffic Control Plan

Choose File

No file chosen

Event/Parade Route

Choose File

No file chosen

Event Site Map *

[4th of July Beer Garden Site Map.pdf](#)

Event Safety Plan

[Public Safety Plan - 4th of July Beer Garden.docx](#)

Template Example Safety Plan

[Download template safety plan example](#)

Note: Additional City Permits/Licenses/Insurance Certificates may be required. Application for obtaining all additional Permits/Licenses/Insurance Certificates required upon issuance of this use permit. Applicants must check and agree to abide by the following conditions to obtain a permit.

CLEAN UP*☒ I agree

Applicant agrees to promptly clean up all paper or debris caused by applicant's use of the area and understands that if such clean up is not promptly undertaken the Town reserves the right to do the cleaning itself and to charge the applicant for the actual time and expense incurred (bond or cash security may be required if attendance exceeds 1,000 persons).

INSURANCE*☒ I agree

The organization/individual shall procure and maintain, at its own cost, general liability insurance in the amount of not less than \$1,000,000, Combined Single Limit (CSL) per occurrence Insurance must be acquired before an event and maintained throughout the duration of the event, including set-up and dismantle period. The Town of Wellington must be named as Additional insured. The additionally insured language should read: "The Town of Wellington is named as additionally insured as respects General Liability and Automobile Liability. A waiver of Subrogation in favor of the Town of Wellington applies to Workers Compensation."

INDEMNITY*☒ I agree

Applicant agrees to defend, indemnify and hold the Town of Wellington harmless for and against all claims, losses, and liability arising out of personal injuries, including death, and damage to property which are caused by Applicant, or arising out of or in any way connected with the activities pursuant to this application.

TOWN CODES/PERMITS*☒ I agree

Application agrees that the event shall be conducted in an orderly manner with due regard for the convenience of the general public and with as little interference as possible with vehicles and movement of traffic. All lawful orders from deputies assisting with the event shall be followed. Applicant has received and read a copy of Section 10-10-10 of the Town's Ordinance pertaining to Unreasonable noise. Applicant agrees to abide by all conditions as specified in the ordinance. Applicant also agrees to obtain all Town permits and licenses that may be required, and shall comply with all other Town laws and other conditions that the Town Administrator determines necessary.

CONDUCT/NUISANCES*☒ I agree

Applicant understands that if the outdoor activity is conducted in such a way as to create a nuisance for any business or resident of the area, future permits may be denied for that reason alone. Applicant will be notified as soon as practical that the activity engaged in created a nuisance and may ask for a review of such determination. The Special Event Permit Coordinator must be informed of any changes to the information provided in this document or to the site map.

HOLD HARMLESS AGREEMENT*☒ I agree

All persons to whom permits have been granted must agree in writing to hold the town, its employees and agents harmless, and indemnify same from any and all liability for injury to persons or property occurring as a result of the activity sponsored by permittee and said person shall be liable to the town for any and all damage to parks, recreation facilities and equipment owned by same, which results from or during the activity of permittee or is caused by participant in said activity.

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature *

Roy W Cook

Date *

05/08/2023

Application for a Special Events Permit

Departmental Use Only

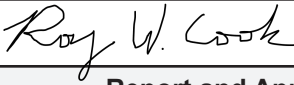
In order to qualify for a Special Events Permit, You **Must Be Nonprofit**
and **One of the Following** (See back for details.)

- | | | |
|------------------------------------|--|--|
| ☐ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☐ Fraternal | ☐ Chartered Branch, Lodge Or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ Of A National Organization Or Society | ☐ Municipality Owning Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 ☐ Malt, Vinous And Spirituous Liquor	\$25.00 Per Day	Liquor Permit Number
2170 ☐ Fermented Malt Beverage	\$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate		State Sales Tax Number (Required)	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)		3. Address of Place to Have Special Event (include street, city/town and ZIP)	
Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate			
5. Event Manager			
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? ☐ NO ☐ YES HOW MANY DAYS? _____		7. Is premises now licensed under state liquor or beer code? ☐ NO ☐ YES TO WHOM? _____	

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No				
List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Signature	Title	Date
		

Report and Approval of Local Licensing Authority (City or County)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.		
THEREFORE, THIS APPLICATION IS APPROVED.		
Local Licensing Authority (City or County)	☐ City ☐ County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

(Instructions on Reverse Side)

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.
- ☐ The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)
- ☐ An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- ☐ Check payable to the Colorado Department Of Revenue

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

8

10

5

10

9

Harrison Ave

10

Entrance
/ Exit

Parking

ADA Picnic Table

2

2

2

157'

Entrance/Exit

21,540 sqft total area

28'

26'

guy-wires 5' from tent

2

20' x 30' tent

20' x 30' tent

2

2

2

2

2

2

2

2

2

2

2

2

* all distances
22' measured from end of
guy-wire

130'

145'

4

7

Exit

6

3rd St

4th St

Legend

1 - Check-In/ID Check/First Aid (10' x 10')

2 - Brewery/Vendor/Non-Profit (10' x 10')

3 - Vendor/Non-Profit (10' x 10')

4 - Food Service (10' x 10' (2))

5 - Beauty Renewed Mobile Boutique

6 - (2) Additional Bathrooms; (2) Hand Wash
Stations

7 - Live Music 8 - Meridian Mobile ATM

● - Fire Extinguisher 9 - Delivery Parking

■ - First Aid Kit

— - Wheelchair

■ - Beer Garden Fenceline

Accessible Path

■ - Event Footprint

Note: the 20' x 30' tents do not have sidewalls;
emergency egress will be at all points

10 - Food Truck

— - Skate Show Fencing

Additional Notes

- Beer garden boundary utilizes 4' tall chain link fence panels provided by Parks and Recreation.
- Alcohol may be served and stored at any of the tents labeled as '2' on the site map.

78' (all sides, minus 5'
entry/exit on East end)

SK8 Well Skate Show

Skate Show Viewing Area (between
current and additional fencing)

Cleveland Ave

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AMERICAN LEGION WELLINGTON CO POST 176

is a

Nonprofit Corporation

formed or registered on 03/27/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191271423 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/05/2023 that have been posted, and by documents delivered to this office electronically through 05/08/2023 @ 15:10:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/08/2023 @ 15:10:53 in accordance with applicable law. This certificate is assigned Confirmation Number 14945415 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

PUBLIC SAFETY PLAN

4th of July Beer Garden

SPONSORING COMPANY: American Legion Wellington Post 176

EVENT LOCATION: Centennial Park
3815 Harrison Ave

EVENT DATE/TIME: Tuesday, July 4th, 2023
10:30 am – 4:00 pm
Set-Up 6:00 am – 10:30 am; Tear Down 4:00 pm – 8:00 pm

CONTACT INFO:

On Site Event Contact Roy Cook; 619-518-2611
Emergency Contact Roy Cook; 619-518-2611
Weather Monitoring Contact Dennis Hipsag; 970-567-0833

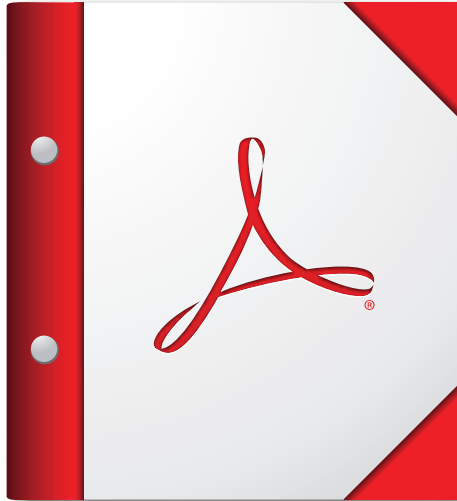
EVENT SECURITY

- A. Security Services
 - a. American Legion volunteers will provide Entrance and Exit security to ensure no alcohol leaves delineated area. There will be (4) TIPS certified representatives to check IDs and issue wristbands/stamps to attendees 21+.
 - b. Brewery staff are TIPS certified and will be checking for wristbands/stamps prior to service.
 - c. Off-duty officers with the Larimer County Sheriff's Office (LCSO) will be on site during the event to provide additional security.
- B. Area Control
 - a. Fencing has been secured through the Town of Wellington Parks and Recreation Department
 - b. Entrance and Exit openings determined by the Wellington Fire Protection District based on 525' of fencing in a 160' x 140' area
- C. A site plan is distributed to volunteers, the Wellington Fire Protection District and LCSO officers
- D. On Site Event Contact will received FEMA ICS-100 and ICS-700 Training
- E. On Site Event Contact will be registered for emergency notifications through NOCOAlert
- F. There will be one volunteer for every 250 attendees

EMERGENCY PROCEDURES:

- A. NEARBY EMERGENCY SHELTERS:
 - a. Wellington Fire Protect District (8130 3rd St)
 - b. Wellington Hotel (3725 Cleveland Ave)
 - c. Owl Canyon Coffee (3745 Cleveland Ave)
 - d. Nearby vehicles
 - e. Centennial Park Shelter
- B. COMMUNICATION:
 - a. Cell phone and radio on site
- C. ON SITE EVENT CONTACT RESPONSIBLE FOR:
 - a. Monitoring a weather source (National Weather Service) two or more hours before the event and deciding whether or not to proceed with the event based on that information.
 - b. Checking the tent structures for any changes since installation – stakes pulling out of the ground, loose poles, ropes or straps etc.
 - c. Ensuring tents are spaced properly
 - d. Ensuring 10' spacing between generators / food trucks

- e. Making sure volunteers are aware of the location of fire extinguishers and first aid supplies
 - f. Exits are properly marked
 - g. First-aid stations are clearly marked
- D. DURING THE EVENT: Monitor the weather and evacuate attendees and vendors in the event of any the following conditions:
 - a. If a Severe Weather Alert is posted by the National Weather Service.
 - b. If lightning strikes within 1 mile (count of less than 5 seconds between lighting and thunder).
 - c. Damaging winds causing large trees to sway or leaves to be ripped off trees
 - d. Fire or explosion
 - e. Heavy rain causing standing water
 - f. Snow, hail or ice accumulation
 - g. Active Shooter
 - h. Bomb Threat
- E. MEDICAL EMERGENCY
 - a. Move individual away from hazard if it is safe to do so
 - b. Dial 911 for ambulance.
 - c. Move attendees away from all exits
 - d. Utilize off-duty LCSO officers for assistance
- F. SECURITY EMERGENCY / ACTIVE SHOOTER
 - a. Identify potential security risks and report unusual behavior to the local authorities
 - b. Quickly determine the most reasonable way to protect your own life. Remember that attendees are likely to follow the lead of employees and managers during an active shooter situation.
 - c. Evacuate
 - i. If there is an accessible escape path, attempt to evacuate the premises. Be sure to:
 - 1. Evacuate regardless of whether others agree to follow
 - 2. Leave your belongings behind
 - 3. Help others escape, if possible
 - 4. Prevent individuals from entering an area where the active shooter may be
 - 5. Keep your hands visible
 - 6. Follow the instructions of any police officers
 - 7. Do not attempt to move wounded people
 - 8. Call 911 when you are safe
 - d. Hide out
 - i. If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.
 - ii. Your hiding place should:
 - 1. Be out of the active shooter's view
 - 2. Provide protection if shots are fired in your direction
 - 3. Not trap you or restrict your options for movement
 - 4. Dial 911, if possible, to alert police to the active shooter's location
 - e. Acting against the shooter as a last resort
- G. IN THE EVENT OF EVACUATION:
 - a. Use the on site cell phones or radio to call 911
 - b. Use radios to disperse volunteers to notify attendees that there is weather or other emergency and that it is unsafe to stay in the park. Attendees will be directed to designated emergency shelters by way of the marked exits
 - c. Volunteers will assist guests in tearing down equipment as long as it is safe to do so



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

Receipt No: 1.012042

Jun 2, 2023

American Legion Wellington Post 176

Previous Balance:	.00
Miscellaneous Revenue - Special Event Liquor License	100.00
Total:	100.00
Check Check No: 100	100.00
Total Applied:	100.00
Change Tendered:	.00

Duplicate Copy

06/02/2023 8:07 AM

Board of Trustees Meeting

Date: June 13, 2023
Subject: Background and Discussion for Saddleback Subdivision and Development Agreement

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

BACKGROUND / DISCUSSION

The purpose of this work session item is to provide background information and context about a previously approved subdivision plat that the owner desires to propose updates to the development plan. The development plan for Saddleback Subdivision was approved in 2018, prior to the Town's recent efforts to improve water efficiency, create infrastructure master plans, update land use development standards, and undertake major capital projects to improve the Town's water treatment plant and wastewater treatment facility. The Town has also reviewed and updated raw water dedication requirements to more accurately reflect water demand for indoor and outdoor use as compared to the unified water dedication standards in place at the time the original development was approved.

The developer has submitted applications for a rezone and replat of the Saddleback Subdivision. The applications are currently in the review process, and will be presented to the Planning Commission and Board of Trustees at future dates. This work session presentation is offered to highlight the unique circumstances of the existing subdivision, how the Town's positions on water and dedication requirements have changed since the subdivision approval, and give the Board of Trustees information about the characteristics of the unique infrastructure needs associated with this development.

Below is an outline of topics that will be shared at the work session:

- Water demand for the development
 - Water demand for existing platted lots
 - Proposed strategies to reduce water demand
- Existing Development Agreement
- Offsite public improvements required
 - Extension of Ronald Reagan
 - Extension of G.W. Bush Ave.
 - Waterline loop
 - Stormwater pond improvements
- Oversizing public infrastructure requirements
 - Sanitary Sewer
 - Waterline
- Requirements for future public improvement extensions
 - Ronald Reagan future extension
 - Sanitary sewer future extension
 - Waterline future extension

STAFF RECOMMENDATION

N/A

ATTACHMENTS

1. Location Map
2. Presentation Slides
3. Development Agreement

Saddleback Subdivision



Saddleback Neighborhood

Using Water Responsibly

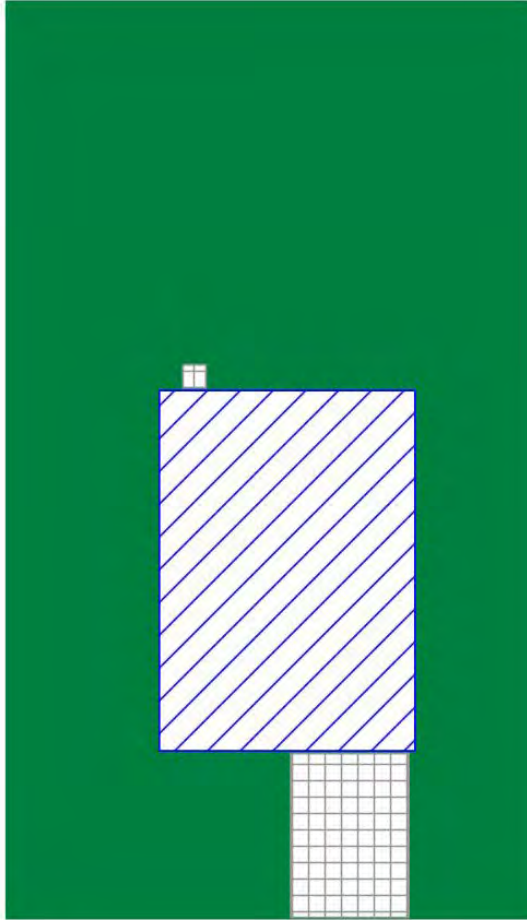
Request to Rezone and Replat

Original Plat approved in 2018

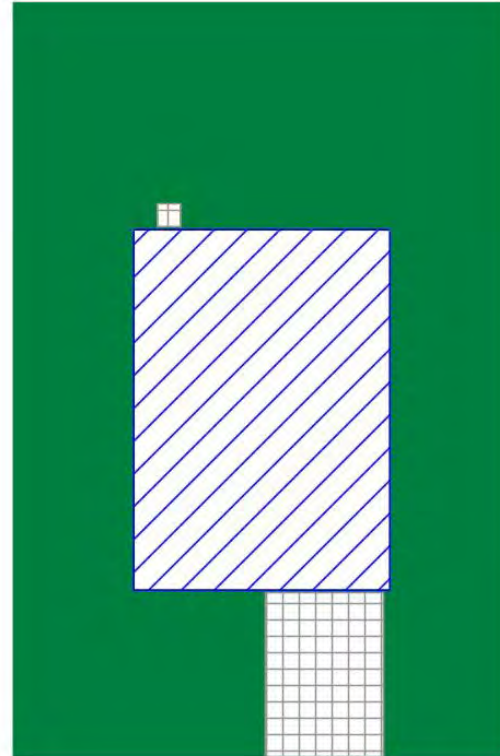
Request now under review to:

- Reduce overall irrigation through
 - Reducing lot size
 - Restricting use of turf in front/side yards
 - Increasing overall open space areas (native grasses)
- Contribute impact fees to all funds
- Provide housing with attainable total cost of ownership

Existing Plat

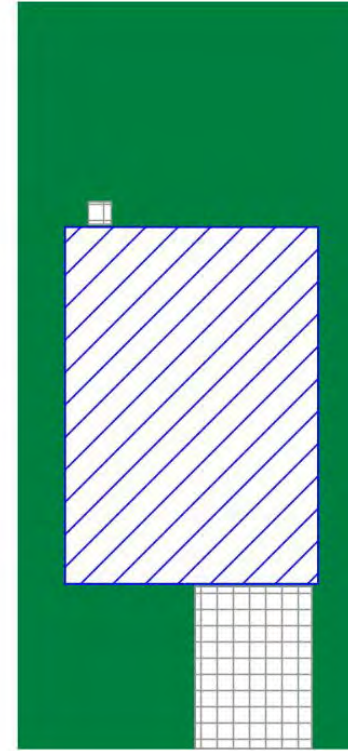


Approved Plat Lots
 80' x 140'
 11,200 sf lot
 2,607.25 sf impervious
 8,592.75 pervious

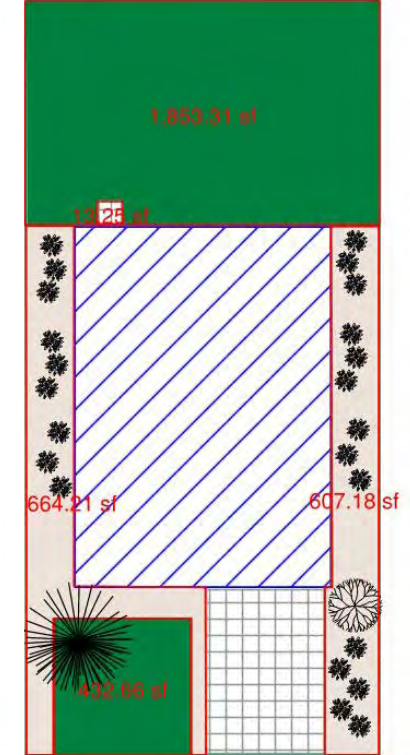


Approved Plat Lots
 75' x 115'
 8,625 sf lot
 2,607.25 sf impervious
 6,017.75 pervious

Proposed Plat



Proposed Lots
 54' x 115'
 6,210 sf lot
 2,607.25 sf impervious
 3,602.75 sf pervious



Proposed Lots
 54' x 115'
 6,210 sf lot
 2,607.25 sf impervious
 3,602.75 pervious

Building Permit Revenue Comparison

	Saddleback Platted	Saddleback Proposed
Number of Lots	153	211
Water tap fee	\$10,437.00	\$10,437.00
Total water tap fees	\$1,596,861.00	\$2,202,207.00
Sewer tap fees	\$9,742.00	\$9,742.00
Total sewer tap fees	\$1,490,526.00	\$2,055,562.00
Estimated permit fees per home	\$14,997.38	\$14,997.38
Estimated total permit fees	\$2,294,599.14	\$3,164,447.18
*Fees in addition to sewer and water taps		

Request to Rezone and Replat

Original Plat approved in 2018

Request now under review to:

- Reduce overall irrigation through
 - Reducing lot size
 - Restricting use of turf in front/side yards
 - Increasing overall open space areas (native grasses)
- Contribute impact fees to all funds
- Provide housing with attainable total cost of ownership

Thank you

**MEMORANDUM OF AGREEMENT
FOR PUBLIC IMPROVEMENTS
Saddleback Subdivision**

THIS AGREEMENT, made and entered into this 24 day of April, 2018 by and between the TOWN OF WELLINGTON, COLORADO, a municipal Corporation, hereinafter referred to as the "Town" and SH of Colorado, Inc., a Colorado corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of certain Property situated in the Town of Wellington, County of Larimer, State of Colorado, legally described on Exhibit "A" attached hereto and incorporated herein (the "Development");

WHEREAS, the parties hereto have agreed that the Development will require increased municipal services from the Town in order to serve such area and will further require the installation of certain public improvements that will benefit the Development and the Town as a whole; and

WHEREAS, the Town and Developer have agreed to a phasing plan for all or part of the Development, allowing public improvements to be installed in phases; and

WHEREAS, the Planning Commission of the Town of Wellington recommended approval of the plat of Geier Farms Subdivision (now Saddleback Subdivision) on November 6, 2017, and the Town Board of Trustees granted approval on April 10, 2018 by Ordinance No. 5-2018, which requires the Developer to enter into this agreement to provide for the installation of required public infrastructure improvements hereinafter described, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, it is agreed as follows:

1. Improvements; Acceptance and Ownership by Town.

In accordance with the standards, policies and ordinances of the Town, public improvements, including the following described public improvements (hereinafter collectively called the "Improvements"), shall be constructed and installed in accordance with construction plans which will be approved in accordance with Section 4(b) ("Approved Plans") on the terms and conditions hereinafter contained:

- a) Street grading, graveling and stabilizing in accordance with the Approved Plans and the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015, and any future revisions adopted by the Town (hereinafter called "Street Improvements");

- b) Storm sewers, including all necessary catch basins, inlets, pumping stations, detention areas and other appurtenances as shown on the Approved Plans in conformance with the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015, and any future revisions adopted by the Town (hereinafter called "Storm Sewer Improvements");
- c) Water main laterals or extensions, including all building services, hydrants, valves and other appurtenances as required by the Approved Plans in conformance with the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015, and any future revisions adopted by the Town (hereinafter called "Water Main Improvements");
- d) Sanitary sewer laterals or extensions, including all necessary building services and other appurtenances as shown on the Approved Plans in conformance with the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015, and any future revisions adopted by the Town (hereinafter called the "Sanitary Sewer Improvements");
- e) Permanent street surfacing, including pavement, concrete, curb and gutter in accordance with the Approved Plans and the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015, and any future revisions adopted by the Town (hereinafter called "Permanent Street Improvements");
- f) Standard street name signs at all newly opened intersections and such other traffic control signs as required by the Town Engineer (hereinafter called "Traffic Signing Improvements");
- g) Sidewalks as shown on the Approved Plans in conformance with the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015, and any future revisions adopted by the Town; and
- h) All landscaping, irrigation improvements including well, pumping system, and private and public irrigation lines as shown on the Approved Plans.

The Town agrees to accept for maintenance and repair the improvements contemplated by the public improvements plan, including water, sanitary sewer, street and stormwater drainage systems, as may be applicable, upon the issuance of a final acceptance letter.

2. General Conditions.

- a) No building permit for the construction of any structure within a phase of the Development shall be issued by the Town until the Improvements serving such structures have been completed and given construction approval by the Town. No

Certificate of Occupancy will be issued for any structure within a phase until all improvements required for, or serving that phase have been inspected and approved for Construction Acceptance.

- b) Developer agrees to install in a specified sequence and pay for all improvements and other municipal facilities determined by the Town Engineer to be necessary as shown on the Approved Plans and attachments defining improvements to be installed, and as further provided under the Special Conditions section. The installation includes, but is not limited to, streets, sidewalks, curbs and gutters, landscaping, water lines, sanitary sewer, storm drainage and such other improvements as stated in this Agreement and shown on the Approved Plans on file with the Town.
- c) Street Improvements shall not be installed until all utility lines to be placed therein have been completely installed, including all individual lot service lines leading in and from the main to the property line of each lot in the Development.
- d) The installation of all utilities shown on the utility drawings shall be inspected by the Town Engineer and shall be subject to his approval. Developer shall correct any deficiencies in such installation in accordance with Section 5(h) below in order to meet the requirements of the Approved Plans. In case of conflict, the Standard Design and Construction Standards shall supersede the Approved Plans unless Developer has requested and received a variance from the Wellington Standard Design Criteria and Construction Requirements in writing from the Town Engineer.
- e) Developer shall provide the Town Clerk with copies of all drawings in digital form and certified as-built utility drawings upon completion of the construction.
- f) Developer shall install all telephone lines, electric lines, cable television lines and other like utilities underground in conformance with Sec. 16-3-260 *et seq.* of the Wellington Municipal Code. Such underground installation includes undergrounding of existing overhead lines but only to the extent that any existing overhead lines are associated with the construction of public improvements as follows: (i) Developer will convert the existing overhead electrical line to an underground electric line along the northern boundary of the Development during construction of the associated public improvements to Ronald Reagan Avenue; and, (ii) Developer will convert the existing overhead electrical line to an underground electric line along the southern boundary of the Development during construction of the associated public improvements to G.W. Bush Avenue. Developer is not required to convert the existing overhead electrical line to an underground electric line along the eastern boundary of the Development.
- g) Developer shall install a street lighting system and associated underground street lighting supply circuits in conformance with Sec. 16-3-260 *et seq.* of the Wellington Municipal Code, or as otherwise agreed to by the Town.

- h) Developer agrees to control all weeds growing within the Development.
- g) Developer agrees to provide, install, and maintain at their expense adequate barricades, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the Town Engineer, Public Safety, Colorado Department of Transportation, Larimer County, Wellington Public Works Department, or other designated Town department or employee.
- h) Developer shall, at all times, keep the public right-of-way free from accumulation of waste material or rubbish caused by construction activities within the Development. It shall remove such rubbish no less than weekly and, at the completion of any phase of work, shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. Developer agrees to maintain the finished street surfaces free from any excessive accumulation of dirt and/or construction materials. In the event that Developer fails to adequately clean the street(s) within two (2) days after written notice, the Town may have the street(s) cleaned and charge Developer for said cost or cleaning. If the Town is notified by the health or other authoritative agency that steps must be taken to address concerns, then the Town may without notice take such steps as necessary and may hold Developer liable for all reasonable costs of correction.
- i) Developer shall obtain a State of Colorado Stormwater Discharge Permit for Construction Activity and install and maintain erosion control in accordance with an approved Stormwater Management Plan (SWMP).

3. Special Conditions. The Town and Developer agree to the following special conditions applicable to the Development:

- a) Developer shall construct on and off-site public improvements which directly affect the Development at Developer's sole expense, except where over-sizing or enhancement of public improvements is required or desired by the Town to serve future development and the Town has agreed to the Town's participation by reimbursement of impact fees collected as described herein.
- b) All infrastructure installed by Developer or required in conjunction with the Development must be constructed pursuant to the Approved Plans and the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town on March 10, 2015, and any future revisions adopted by the Town.
- c) "Red line" engineering comments on the site plan shall be addressed in the final construction plans. The feasibility of proposed infrastructure, drainage, and public improvement standards shall be as agreed to by the Developer, Town Administrator, and

Town Engineer, and in reference to the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town on March 10, 2015, and any future revisions adopted by the Town.

d) Over-sizing of On-site Sanitary Sewer Improvements. Developer shall install a 24-inch sanitary sewer main from Ronald Reagan Ave. south generally along Roping Way and Farrar Way and through Tract A south to G.W. Bush Ave. (the "Upsize Sewer Improvements"). The upsizing is required by the Town to accommodate flows from anticipated future development. The Developer and the Town agree that the estimated cost of upsizing the sanitary sewer main from an 8-inch line to the required 24-inch line is \$288,030.00. In consideration of the required up-sizing of this sanitary sewer main, the Town, through the Town's Sewer Enterprise, shall deposit a portion of the sewer tap fee due at the time of issuance of each building permit, issued within the Development, in escrow. Such escrowed amount shall be equal to \$1,900.00 per Development building permit. Amounts shall be escrowed for Development Building Permits issued prior to December 31, 2028 and not thereafter. Upon acceptance of the sanitary sewer improvements by the Town, the Town shall reimburse the Developer from the escrowed amount an amount up to the lesser of (1) the total amount deposited in the escrow account from time to time, or (2) the actual cost of the incremental increase of the Upsize Sewer Improvements, as certified by the Town Engineer but not more than \$288,030.00 (the "Upsize Sewer Reimbursement Amount"). The Upsize Sewer Reimbursement Amount shall be reimbursed by the Town annually, to be paid by March 31 of the following year. Any amount held in escrow above the Upsize Sewer Reimbursement Amount, after the Upsize Sewer Reimbursement Amount is determined, shall be paid over to the Town's Sewer Enterprise Fund.

e) Over-sizing of On-site Water Improvements and Installation of Off-site Water Improvements.

i) Developer shall install a 12-inch water line in Ronald Reagan Ave. from the west line of the Development to Roping Way and continuing south along Roping Way south to G.W. Bush Ave. and continuing in G.W. Bush Ave. from the east line of the Development to the west line of the Development (the "Upsize Water Improvements"). The upsizing is required by the Town to provide adequate pressure and flow for anticipated future development. The Developer and the Town, through the Town's Water Enterprise Fund, agree that the estimated cost of upsizing the water main from an 8-inch line to the required 12-inch line is \$103,924.00. The Town agrees to reimburse the Developer for an amount up to the incremental cost of upsizing the water main from an 8-inch line to the required 12-inch line in the manner described below in section 3.(e)(iii).

ii) Developer shall install a 12-inch water line in Ronald Reagan Ave. from the connection at McClellan Rd. east to the west line of the Development and shall also install a 12-inch water line in G.W. Bush Ave. from the west line of the Development to McClellan Rd. and then north to connect to the existing 12-inch water line at McClellan Rd. and Halleck Ln. (Off-site Water Improvements). Said Off-site Water Improvements are required for looping the public water system to

improve pressure and flow to the existing adjacent subdivisions, as well as to provide for redundancy in the event of necessary water line repairs. The Developer and the Town, through the Town's Water Enterprise Fund, agree that the estimated cost of the required Off-site Water Improvements is \$394,516.00. In consideration of the required Off-site Water Improvements, the Town agrees to reimburse the Developer for an amount up to fifty percent (50%) of the estimated cost of Offsite Water Improvements, in the manner described below in section 3(e)(iii)

(iii) In consideration of the required up-sizing of the Upsize Water Improvements and the installation of the Off-site Water Improvements, the Town, through the Town's Water Enterprise Fund, shall deposit a portion of the water tap fee due at the time of issuance of each building permit, issued within the Development, in escrow. Such escrowed amount shall be equal to \$1,950.00 per Development building permit. Amounts shall be escrowed for Development Building Permits issued prior to December 31, 2028 and not thereafter. Upon acceptance of the water improvements by the Town, the Town shall reimburse the Developer from the escrowed amount an amount up to the lesser of (1) the total amount deposited in the escrow account from time to time, or (2) the actual cost of the incremental increase of the Upsize Water Improvements plus one half of the Off-site Water Improvements, as certified by the Town Engineer, but not to exceed \$301,182.00 (the "Water Reimbursement Amount"). The Water Reimbursement Amount shall be reimbursed by the Town annually, to be paid by March 31 of the following year. Any amount held in escrow above the Water Reimbursement Amount, after the Water Reimbursement Amount has been determined, shall be paid over to the Town's Water Enterprise Fund.

f) Off-site Stormwater Improvements. Developer is responsible for constructing stormwater improvements necessary to convey historic flows across the Property, including accepting and conveying stormwater discharged from Tract A, Park Meadows Subdivision. In addition to improvements required for historic flows, the Developer shall also construct a weir structure for the pond in Tract A, Park Meadows as well as off-site stormwater pipe under Ronald Reagan Ave. to correct existing stormwater drainage concerns (the "Off-site Stormwater Improvements"). The off-site improvements are required by the Town in order to convey off-site drainage from The Meadows Subdivision north across Ronald Reagan Ave. into Tract A, Park Meadows Subdivision, and to control discharge from Tract A, Park Meadows Subdivision to minimize the risk of flooding existing homes on Sumner Street in The Meadows Subdivision. In consideration of the required Off-site Stormwater Improvements, the Town, through the Town's Stormwater Enterprise, shall deposit a portion of the storm drainage fee due at the time of issuance of each building permit issued within the Development in escrow. Such escrowed amount shall be equal to \$400.00 per Development building permit. Amounts shall be escrowed for Development Building Permits issued prior to December 31, 2028 and not thereafter. Upon acceptance of the Off-site Stormwater Improvements by the Town, the Town shall reimburse the Developer from the escrowed amount an amount up to the lesser of (1) the total amount deposited in the escrow account from time to time, or (2) the actual cost of the Off-site Stormwater Improvements, as certified by the Town Engineer, but not to

exceed \$61,200.00 (the "Stormwater Reimbursement Amount"). The Stormwater Reimbursement Amount shall be reimbursed by the Town annually, to be paid by March 31 of the following year. Any amount held in escrow above the Stormwater Reimbursement Amount after the Stormwater Reimbursement Amount has been determined shall be paid over to the Town's Stormwater Enterprise Fund.

g) Off-site Road Improvements.

i) Ronald Reagan Ave. Developer shall construct Ronald Reagan Ave. from McClellan Rd. east to the west line of the Development. The off-site improvement to Ronald Reagan Ave. is required to provide necessary access to the Development. The Developer may request a variance to construct the road to a modified standard as a result of physical constraints resulting from the adjacent stormwater detention pond in Tract A, Park Meadows Subdivision being constructed partially within the Ronald Reagan Ave. street right-of-way. If such a variance is requested, and the modified design plans are approved by the Town Engineer and a variance is approved, the road shall be constructed in conformance with the approved variance, approved engineering plans and the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015, and any future revisions adopted by the Town.

ii) G.W. Bush Ave. Developer shall construct G.W. Bush Ave. from the existing edge of pavement near McClellan Rd. east to the west line of the Development. The off-site improvement to G.W. Bush Ave. is required to provide necessary access to the Development. GW Bush Ave. is identified in the Town's Street Master Plan, adopted as part of the Town's 2014 Comprehensive Master Plan Update, as a major collector. The Town has identified that a major collector street standard at this location is not needed in the immediate future, and therefore agrees that a lesser street section is appropriate for the short term. Furthermore, the design of the roadway is impacted by constraints resulting from crossing the Indian Creek floodplain as well as physical constraints resulting from the adjacent pond in Tract A, The Meadows Subdivision being constructed partially within the GW Bush Ave. street right-of-way. The Town and Developer agree that the Developer will design the road to Wellington's standards for a major collector; however, the Development is responsible for constructing a modified intermediate street consisting of a 30 ft. wide pavement section with open ditches and a gravel walk on the north side of the road, constructed in accordance with the Approved Plans.

iii) Road improvements as contemplated in sections 3.(g)(i) and 3.(g)(ii) above shall collectively be referred to as the "Off-site Road Improvements." In consideration of the required Off-site Road Improvements, the Town shall deposit a portion of the road impact fee due at the time of issuance of each building permit issued within the Development in escrow. Such escrowed amount shall be equal to \$1,200.00 per Development building permit. Amounts shall be escrowed for Development Building Permits issued prior to December 31, 2028 and not thereafter. Upon acceptance of the Off-site Road Improvements by the Town, the Town shall reimburse the Developer from the escrowed amount an amount up to

the lesser of (1) the total amount deposited in the escrow account from time to time, or (2) the actual cost of the Off-site Road Improvements, as certified by the Town Engineer but not to exceed \$183,600.00 (the "Off-Site Road Improvements Reimbursement Amount"). The Off-site Road Improvements Reimbursement Amount shall be reimbursed by the Town annually, to be paid by March 31 of the following year. Any amount held in escrow above the Off-Site Road Improvements Reimbursement shall be paid over to the Town's road/streets Fund.

h) Future On-site Improvements.

i) Future On-site Water Improvements. Developer is responsible for installation of an 8-inch water line in Ronald Reagan Ave. from Roping Way east to the east line of the Development (the "Future Water Improvements"). The Developer and the Town agree that the estimated cost of the Future Water Improvements is \$41,724.00.

ii) Future On-site Sanitary Sewer Improvements. Developer is responsible for installation of an 8-inch sanitary sewer line in Ronald Reagan Ave. from Roping Way east to the east line of the Development (the "Future Sanitary Sewer Improvements"). The Developer and the Town agree that the estimated cost of the Future Sanitary Sewer Improvements is \$57,585.00.

iii) Future On-site Road Improvements. Developer is responsible for construction of Ronald Reagan Ave. from Roping Way east to the east line of the Development (the "Future Road Improvements"). The Developer and the Town agree that the estimated cost of the Future Road Improvements is \$250,737.00.

iv) Construction of the Future Water Improvements, Future Sanitary Sewer Improvements and Future Road Improvements (collectively the "Future Improvements") is required by Wellington Municipal Code; however, the Town does not desire to construct the Future Improvements until necessary or requested to serve development(s) east or north of the Development. The Developer and the Town mutually acknowledge the Town's requirement and the Developer's obligation to pay the costs for installation of the Future Improvements to extend utilities and streets to the east boundary of the subdivision. The Town and Developer also acknowledge that specific topographical features of the land to the north and east of the Development, including but not limited to a steep rise in elevation, will require the roadway and utilities alignment to extend north away from the Development's northern boundary, and will no longer be adjacent to the Development. As a result of the anticipated alignment, the Future Improvements that are not adjacent to the Development will be on-site improvements of the adjacent property when it is developed, and will be the responsibility of the adjacent development. In recognition of the anticipated alignment of Future Improvements, The Town and Developer agree that the Developer's portion of Future Water Improvements, Future Sanitary Sewer Improvements and Future Road improvements is equal to approximately one half of the linear frontage of the Development, and therefore, one half of each of the respective Future Improvements costs. As a means to guarantee funds are available for the

Development's portion of construction of the Future Improvements when necessary or requested, the Developer shall deposit with the Town the sum of \$175,023.00 as the full and final payment by the Developer to the Town to satisfy Developer's obligation to install the Future Improvements. The Town shall deposit the funds collected for the Future Water Improvements into the Town's Water Enterprise Fund, Future Sanitary Sewer Improvements into the Town's Sewer Enterprise Fund and for the Future Road Improvements into the Town's street road fund, with such funds to be designated by funds in each account for each future improvement. The funds paid by the Developer are not reimbursable, but shall be held in trust by the Town for construction of the Future Improvements. For the avoidance of doubt, the deposit by the Developer to the Town in the sum of \$175,023.00 is the full and final amount paid by the Developer in full satisfaction of all obligations of the Developer to install the Future Improvements.

i) Park and Open Space Improvements. The Developer shall grade and landscape all private and public open spaces and park areas including Tract A & Tract B. The Developer shall correct any deficiencies and shall replant any dead or diseased trees, shrubs, or other bushes planted by the Developer under the Approved Plans for a period of two (2) years after the Town issues its letter of construction approval for the parks and open space areas.

j) Phasing Plan. The Town has agreed to allow Developer to develop the Development in phases as shown on the phasing plan attached as Exhibit B. Unless otherwise approved by the Town Engineer, required Public Improvements are to be built to Town standards for each Phase, and shall proceed in the manner identified on Exhibit B, subject to the following:

i) No building permits shall be issued for any phase within the Development until after construction in accordance with Approved Plans and a letter of construction approval has been issued by the Town Engineer for the following required improvements:

- a) The Upsize Sanitary Sewer improvements;
- b) Ronald Reagan Ave. street improvements as shown on the Approved Plans from McClellan to Roping Way;
- c) Water improvements in Ronald Reagan Ave., through the Development to GW Bush Ave., and looping back to McClellan, including the Upsize Water Improvements as shown on the Approved Plans;
- d) Construction of a temporary all-weather surface roadway for emergency vehicle access capable of supporting the full weight of fire apparatus shall be constructed from existing GW Bush Ave. and extend to all opened streets for each phase within the Development. Said all-weather emergency access roadway shall be maintained by the Developer and repaired or replaced as instructed by the Town Engineer or the Wellington Fire District.

- ii) GW Bush Ave. shall be constructed in accordance with Approved Plans and a letter of construction approval issued by the Town Engineer prior to issuance of building permits within Phase III or Phase IV of the Development.
 - iii) The trail and open space within Tract A of the Development shall be completed in accordance with Approved Plans and a letter of construction approval issued prior to issuance of building permits within Phase III or Phase IV of the Development.
 - iv) Escrow amounts for the Future Improvements shall be deposited with the Town prior to issuance of building permits for Phase III of the Development.
- k) Subject to Appropriation and Escrowed Amounts. Obligations of the Town as described herein shall be subject to appropriation by the Town Board of Trustees on an annual basis. Escrowed amounts need not be held in separate accounts but shall be identified by separate fund designations within each Enterprise or other fund maintained by the Town. In consideration of the agreements set forth in this Section, Developer waives any rights to reimbursement claims which Developer may have against the Town.
4. Public Improvements.
- a) Developer. Developer will construct and install at the Developer's expense the improvements according to this Agreement, and all drawings, plats and regulations referred to herein. When a permit is issued for construction of improvements, Developer shall provide to the Town a specific sequence of work and estimated timetable.
 - b) Construction Plans and Approval Thereof. Developer will engage at the Developer's expense a Colorado-registered civil engineer to prepare detailed plans and specifications for the complete installation of all public improvements in accordance with the Town's standards and this agreement (hereinafter "Construction Plans"). Such Construction Plans shall be based upon such engineering surveys, including such soil borings and material tests determined to be necessary by the Town Engineer and must be submitted to and be approved in writing by the Town Engineer prior to the commencement of the construction of any public improvements.
 - c) Services to be Performed by the Town Engineer and Payment Therefor.
 - 1) The Town will perform the following activities with respect to Public Improvements: review and approve the work of the Developer's Engineer; the Town may, but shall not be required to, inspect and test construction methods and materials including but not limited to compaction tests, aggregate gradation tests, finished pavement density and depth tests; and conduct final job inspections. No acceptance by the Town shall relieve Developer of its obligations, duties, and warranties.

- 2) Developer shall pay the Town for costs incurred by the Town in the performance of the above said services within ten (10) days of the Town submitting an invoice for said services. Failure by Developer to pay within the specified time shall be cause for the Town to deny future building permits and/or order a cessation of all activities on the Development.
- d) Services to be Performed by the Developer's Engineer. The Developer's Engineer shall be responsible for the preparation of the detailed construction plans, including the preparation of estimates, special contract provisions, preparation of proposal forms, and designation and description of all necessary temporary and permanent easements; for the staking out of the construction, the tie in of utility locations; testing and inspection of construction methods and materials; the preparation of as-built drawings; and other duties as may be required by the Town Engineer.
- e) Construction of Public Improvements.
 - 1) Approval of Contractors. Any contractor selected by Developer to construct and install any public improvement must be determined in writing by the Town Engineer to be acceptable. The Town reserves the right to require satisfactory proof of successful experience and adequate financial status by any such contractor.
 - 2) Construction. Construction, installation, materials and equipment shall be in accordance with Approved Plans and Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015, and any future revisions adopted by the Town. Developer will cause the contractors to furnish the Town Engineer with a schedule of proposed operations at least five (5) days prior to commencement of construction work.
 - 3) Supervision. All of the work shall be subject to the supervision of the Town Engineer. Costs billed to the Town by the Town Engineer shall be reimbursed by Developer to the Town.
 - 4) Easements. Developer shall provide to the Town, at no cost to the Town, all permanent and temporary easements necessary for the installation of public improvements, as determined by the Town Engineer. All such easements requested by the Town Engineer shall be in writing and legally sufficient in form and substance to convey to the Town the required easement(s). If Developer is not able to obtain easements required by this article Developer shall notify the Town and may request that the Town exercise its power of eminent domain. If the Town elects to exercise its power of eminent domain Developer will pay all costs incurred by the Town and associated with such exercise.

- 5) Insurance. Developer will furnish and will cause each person with whom Developer contracts for the construction and installation of any public improvements to furnish the Town with the same evidence of complete insurance coverage (including Workmen's Compensation, liability and Property damage) as is required on Town contracted construction jobs as determined by the general specifications now in use.
- 6) Faithful Performance of Construction Contracts; Guaranty. Developer shall fully and faithfully comply with all terms of any and all contracts entered into by Developer for the installation and construction of all public improvements and hereby guarantee the workmanship and materials serving the Development for a period of 24 months after the Town issues its letter of construction approval under Section 5(f) below (the "Warranty"). Developer agrees to repair or replace, as and when directed by the Town, and at the Developers' sole cost and expense, any deficiencies noted by the Town during the Warranty period in accordance with Section 5(h) below.

Developer shall fully and faithfully discharge the Developer's obligation with respect to the public improvements during the installation and construction period and with respect to those that may arise as a result of the Developer's Warranty, and shall promptly and fully pay persons doing work, furnishing skills, tools, machinery, materials, insurance, equipment, or supplies in connection with the construction and installation of the public improvements, or in connection with any work thereon under the Warranty.

- f) Security for Developer's Performance. Work shall not commence on any public improvements serving the Development until Developer has provided the Town Clerk with the following:

An irrevocable and unconditional Letter of Credit, issued by a financial institution reasonably approved by the Town, for that phase, in the form attached as Exhibit C in an amount determined by the Town's Engineer to be equal to the estimated total cost of the public improvements serving that phase of the Development. A separate Letter of Credit shall be issued for each Phase of development.

All Letters of Credit shall be in substantially the form attached hereto as Exhibit C, and shall provide that funds will be paid to the Town, upon written demand from time to time of the Town, to the extent of a default under Section 6 below by Developer in the making of payments or performing of obligations, to be paid or performed by Developer pursuant hereto. Each Letter of Credit shall further provide that ten percent (10%) of the Letter of Credit shall remain fully callable by the Town for a term of twenty four (24) months after the date of the Town Engineer's issuance of a construction letter of approval for improvements serving that phase. The remaining 90% of each Letter of Credit shall be released upon the Town Engineer's issuance of a construction letter of approval for improvements serving

that phase. The Letter of Credit, if called, may be used to cure any breach of this Agreement including but not limited to the use of funds for repair, maintenance, and replacement of the public improvements, including any pre-existing public improvements damaged by Developer's work.

If the Town, in its reasonable discretion, determines Developer to be in default hereunder as defined in Section 6 of this Agreement, the Town may draw on the Letter of Credit for the whole amount or any part thereof and hold the proceeds, without interest, and use the proceeds to pay for the costs incurred by the Town in performing and paying for any or all of the obligation of Developer in the installation of the public improvements that are not performed or paid for by Developer pursuant hereto, including all costs incurred by the Town, including, but not necessarily limited to attorney's fees, engineering, consultants and any in-house cost incurred, including time associated with work performed by the Public Works Department and other staff of the Town. The remedies of the Town above stated shall not be exclusive, but any one or more thereof may be exercised, separately or concurrently, by the Town, and without releasing Developer from liability or its obligations under this Agreement.

5. General Conditions.

- a) Recording. This Agreement may be recorded by the Town with the Clerk and Recorder of Larimer County, Colorado and all recording fees, if any, shall be paid by Developer. Failure of the Town to record the Agreement shall not be in anyway treated as a waiver of any rights the Town would otherwise have.
- b) Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by any party to this Agreement to or on any other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail (return receipt requested). Such notice or demand shall be deemed given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto are as follows, until change by notice given as above:

If to the Town, at:

Town Clerk
Town of Wellington
Post Office Box 127
Wellington, Colorado 80549

With a copy to

Wellington Town Attorney
Attn. Brad March
March, Olive and Pharris, LLC
1312 S. College Avenue
Fort Collins, CO 8024

If to Developer, at:

SH of Colorado, Inc.
395 Delozier Drive, #110
Fort Collins, Colorado 80524

- c) Release of Security. Upon performance by Developer of the terms of this Agreement, related to a Development phase, including the expiration of any Warranty period herein and the performance by Developer of Developer's obligations herein with respect to any such Warranty, the Town will release to Developer the security filed with the Town pursuant hereto related to that Development phase, or so much thereof as has not been used by the Town pursuant hereto.
- d) Final Plan Approval. The Town has given final approval to the plat of the Development and this Agreement is executed and delivered by Developer to the Town, together with all required petitions, security, and upon fulfillment of the other conditions, if any, of the Town Board of Trustees.
- e) Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the public improvements furnished and let pursuant to this Agreement shall be and are hereby made a part of this Agreement by reference as if set out herein in full.
- f) Construction Approval of Public Improvements. As soon as the public improvements are built in compliance with the Approved Plans and Town of Wellington Standard Design Criteria and Construction Requirements required for the Development or any Development phase, Developer shall give notice to the Town requesting inspection to be made for construction approval. If the construction work complies with all requirements hereof and the Town Standards and Specifications, the Town will issue a letter of construction approval. Upon issuance of a letter of construction approval, the Developer shall provide "As Built" drawings for the public improvement in a form acceptable to the Town Engineer.
- g) Dedication of Public Improvements. Developer shall dedicate in writing to the Town, all public improvements constructed or erected serving the Development, free and clear of all encumbrances or liens, said dedication(s) shall be legally sufficient in form and substance to convey said improvements to the Town. The dedication(s) shall be submitted to the Town at the time of requesting final acceptance of the public improvements required for the Development or any Development phase as provided below. Public improvements shall include on-site and off-site water lines to subdivision boundaries, on-site and off-site roads to subdivision boundaries, on-site and off-site sanitary sewer lines to subdivision boundaries, sidewalks in public easements, public parks, landscaping, and on-site and off-site drainage facilities.

- h) Final Acceptance of Public Improvements. A final inspection shall be required before final acceptance by the Town of the public improvements required for the Development or any Development phase. It is the Developer's responsibility to request final inspection not less than twenty-two (22) nor more than twenty-three (23) months from the date of the construction approval letter in Section 5(f) above. A list of deficiencies, if any, will be sent to Developer for correction. Within thirty (30) days of the Town issuing the list of deficiencies, Developer shall correct the deficiencies and notify the Town in writing that the deficiencies have been corrected. Upon receipt of such notice, another inspection shall be made when the improvements comply with all Town requirements, standards and Specifications, the Board of Trustees shall by resolution accept the public improvements required for the Development or any Development phase and issue a final acceptance letter stating that the improvements required for the Development or any Development phase have been accepted by the Board of Trustees for future maintenance and repair, and Developer shall be released from its Warranty obligations under Section 4(e) above.

6. Default. If Developer fails to fulfill the terms and conditions of this Agreement, including failure to correct Warranty defects, the Town of Wellington, in its sole discretion, may declare Developer in default and after giving thirty (30) days notice to Developer as provided herein, may call the security provided in Section 4(f) and exercise all remedies available to the Town. As an alternative to the Town calling the security, Developer may extend Developer Letter of Credit for an additional one year period (or such lesser time as agreed to by the Town and Developer) and, so long as Developer promptly commences and pursues correction of its default the Town will afford Developer a reasonable time to cure the default. Failure to comply with this Agreement shall further be sufficient cause for the Town to withhold building permits or certificates of occupancy until corrected to the satisfaction of the Town Engineer.

7. Indemnity. The Town shall have the right, but shall have no obligation or duty, to perform, or pay for the performance of, any of Developers' obligations hereunder, including, without limitation, payment of any subcontractors or suppliers of labor or materials, anything herein to the contrary notwithstanding. Developer agrees to indemnify the Town against, and hold it harmless from, any and all claims, damages, costs, and expenses, including, without limitation, attorney's fees arising out of, or claimed to arise out of, the performance or nonperformance by Developer of any of the work, or any of the obligations, to be done and fulfilled by Developer pursuant to this Agreement.

8. Agreement to Pay Attorney's Fees and Expenses. If Developer should default under any provision of this Agreement the Town may recover any costs incurred, including reasonable attorney's fees incurred in compelling Developer's compliance with this Agreement. If the Town commences litigation against Developer and does not substantially prevail in such litigation, the Court shall award costs and attorney's fees to Developer.

9. Severability. If any part, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement.

10. Burden and Benefit to Development. This Agreement shall run with the land comprising the Development and shall be binding upon the parties hereto, their personal representatives, heirs, successors, grantees and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Development regardless of whether such improvements are located on the Development. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of Developer's real or proprietary interest in the Development, as well as any assignment of the Developer's rights to develop the Development under the terms and conditions of this Agreement.

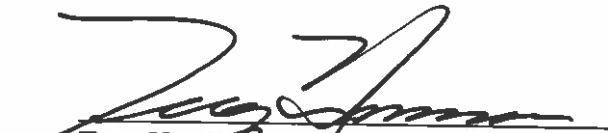
11. Assignment. In the event Developer transfers title to the Development and is thereby divested of all equitable and legal interest in the Development, the Town hereby agrees to release said Developer from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such event, the succeeding Development owner shall be bound by the terms of this Agreement. This Agreement shall be assignable by Developer.

NOTWITHSTANDING THE FOREGOING, NO OWNER (OTHER THAN THE DEVELOPER) OF ANY LOT OR OUTLOT WHICH HAS BEEN ISSUED A CERTIFICATE OF OCCUPANCY SHALL HAVE ANY PERSONAL LIABILITY FOR THE PERFORMANCE OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT AND SUCH LOT SHALL NOT BE SUBJECT TO ANY LIEN CREATED BY THE RECORDING OF THIS AGREEMENT.

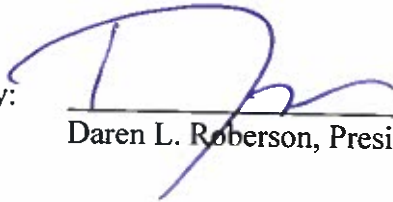
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

[Signature page follows]

TOWN OF WELLINGTON


Troy Hamman, Mayor

DEVELOPER
SH of Colorado, Inc.

By: 
Daren L. Roberson, President

ATTEST:


Ed Cannon, Town Clerk

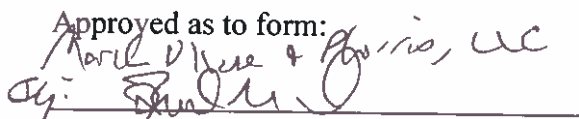
Approved as to form:

Brad March, Town Attorney

EXHIBIT A
Saddleback Subdivision
Property Description

A tract of land located in the West Half of the Southeast Quarter of Section 3, Township 8 North, Range 68 West of the 6th Principal Meridian, Town of Wellington, County of Larimer, State of Colorado, described as follows:

Considering the West line of the West Half of the Southeast Quarter as bearing North 00°30'16" East, and with all bearings contained herein relative thereto:

BEGINNING at the Center Quarter corner of Section 3; thence along the North line of the Southeast Quarter of said Section 3, South 89°52'56" East, 1318.77 feet; thence along the East line of the West Half of the Southeast Quarter of said Section 3, South 00°28'36" West, 2606.09 feet to a point on the North right of way line of East County Road Number 60; thence along said right of way line, North 89°39'23" West, 1320.00 feet; thence along the West line of the Southeast Quarter of said Section 3, North 00°30'16" East, 2600.89 feet to the Point of Beginning.

The above described land contains 3,434,966 square feet or 78.856 acres more or less and is subject to all easements and rights-of-way now on record or existing.

Board of Trustees Meeting

Date: June 13, 2023
Subject: B-Dams Presentation and Discussion

- **Presentation: Bob Gowing, Public Works Director**

BACKGROUND / DISCUSSION

The purpose of this item is to present updated information to the Board of Trustees regarding the ongoing regional cooperative efforts to bring the B-Dams into compliance with Colorado regulations and requirements. Please see the attached presentation for more information.

STAFF RECOMMENDATION

N/A

ATTACHMENTS

1. B-Dam Presentation

B-Dam Project Status Update

June 13, 2023

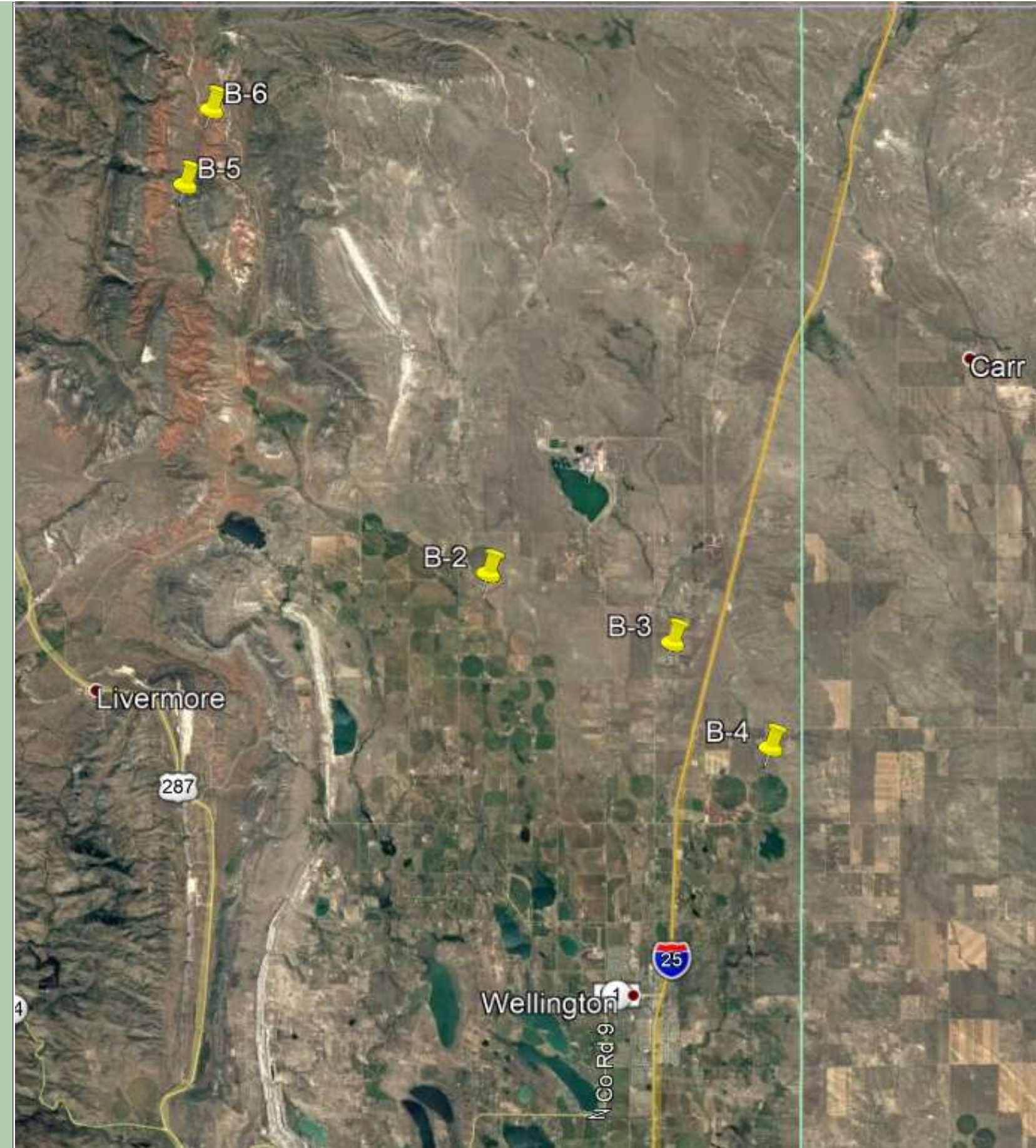


Description and History

The B-Dams are a series of five flood control structures designed and constructed in the 1970's and early 1980's. The Natural Resources Conservation Service (NRCS, formerly the Soil Conservation Service) was the lead agency for technical and financial assistance. The local sponsors were the North Poudre Irrigation Company (NPIC) and Larimer County, with NPIC having responsibility for on-going operations and maintenance. The most impactful dams are located along these creeks.

- B-2 – Boxelder Creek (B-5 and B-6 are tributary to B-2)
- B-3 – Coal Creek
- B-4 – Indian Creek

Each B-Dam generally consists of a very large earthen dam, primary outlet works, and an emergency spillway. Together, the B-Dams provide extremely effective flood control for downstream agricultural properties and the communities located near these creeks.



The communities that benefit the most from these flood control structures include Wellington, Fort Collins, Timnath, and Larimer County.

- Without the B-dams, approximately 75% of the Town would lie within the regulatory 100-year floodplain.

Currently, several very important floodplain management tools and projects are based on the assumption that the B-Dams are intact and functioning.

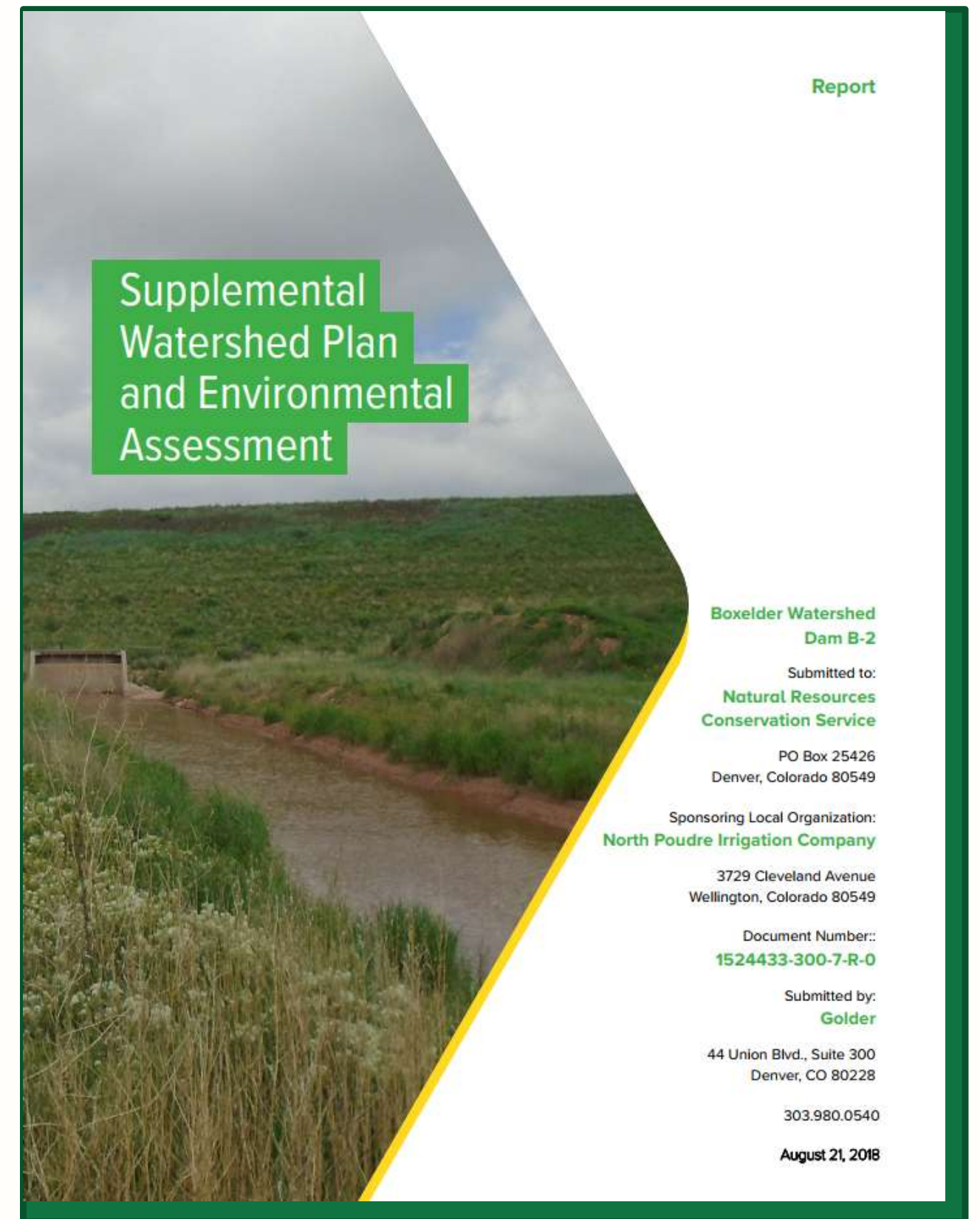
- FEMA's National Flood Insurance Program (NFIP) regulatory floodplain studies and mapping.
- Boxelder Basin Regional Stormwater Authority projects.
- Various stormwater management masterplans and projects located downstream of the dams.



In the mid 2010's, B-2, B-3, and B-4 were reclassified as "High Hazard" dams" by the State, meaning the dams must either be improved to meet a higher performance standard or be removed.

In 2016, the NRCS completed various studies for B-2 and B-3 to identify the improvements required to meet the increased performance standards. Estimated costs ranged from \$25,000,000 to \$30,000,000, with a potential NRCS cost match of 65%.

Participating communities were not able to agree on various conditions of the project, including the cost sharing needed to complete the improvements. As a result, the project was put on hold.

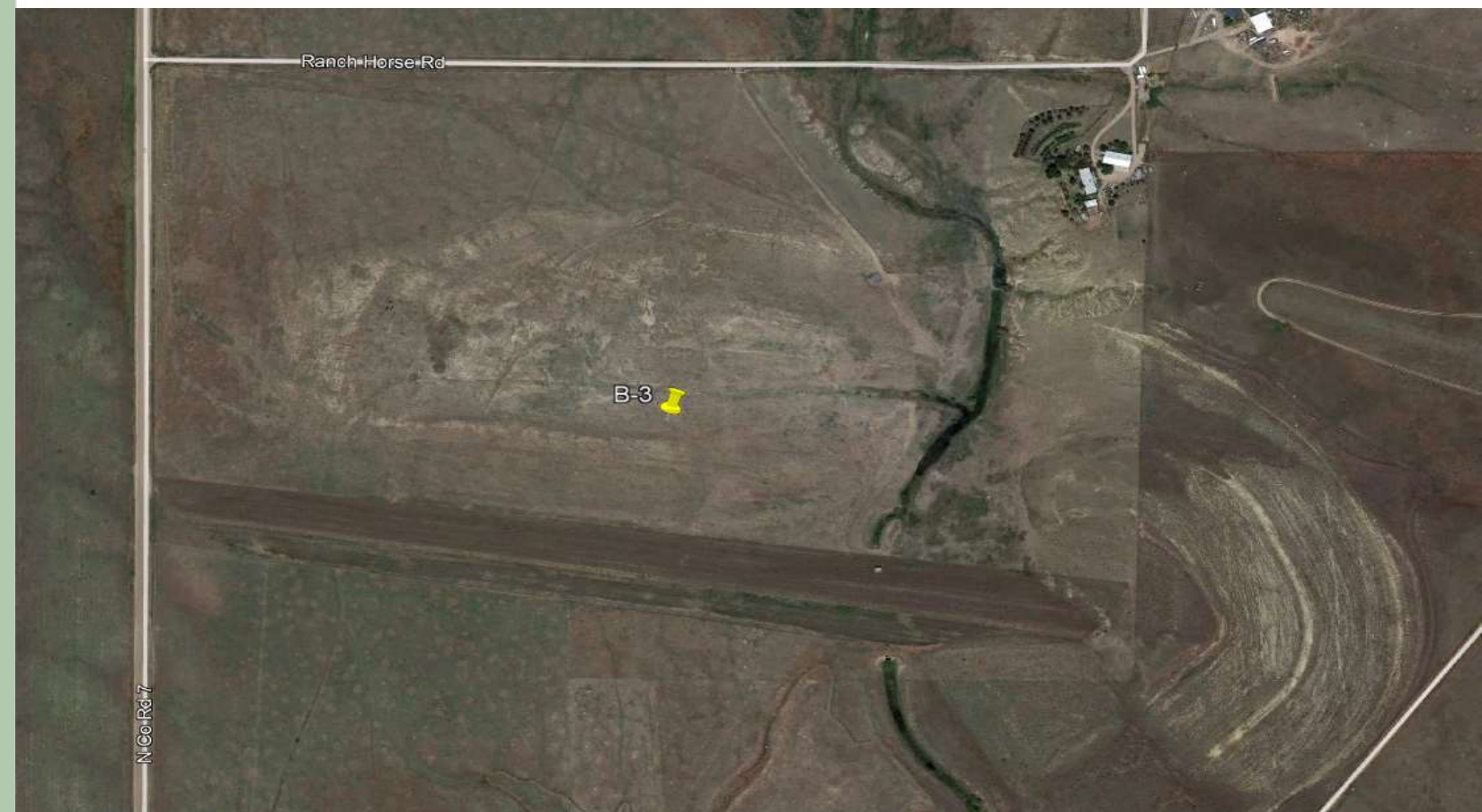
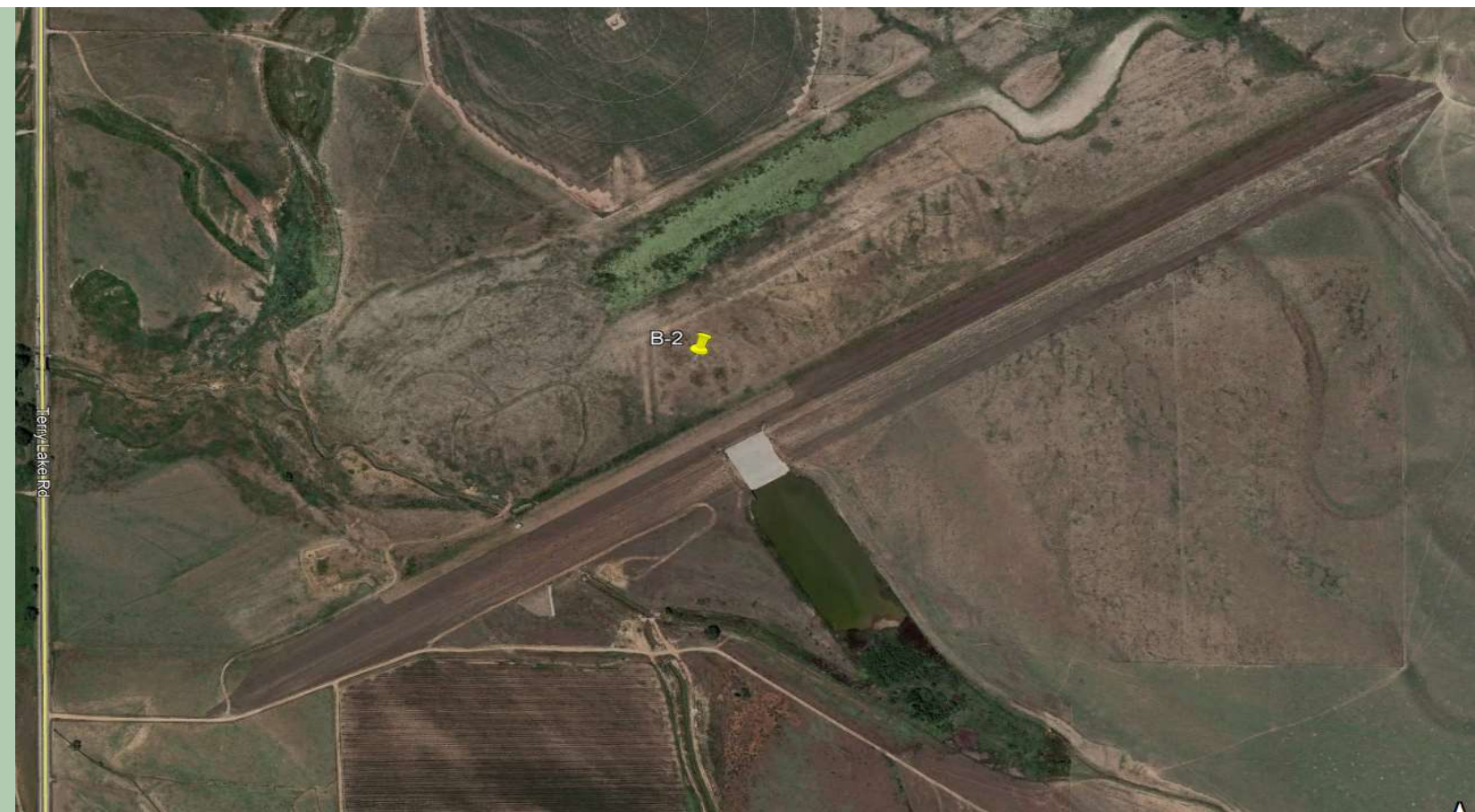


2018 Reboot

In 2018, NPIC and the communities were informed by the NRCS that the project must progress or funding for the match would be discontinued.

The communities and NPIC agreed to work together to find a mutually agreeable solution. This included the adoption of an agreement to mutually fund a study to refine the prior analyses and develop a rational cost share approach. The total budget for this effort was \$250,000, to be shared equally by the 5 partners. A Stakeholders Committee and a Technical Evaluation Committee (TAC) was formed by these 5 partners to jointly manage the project.

- North Poudre Irrigation Company (NPIC)
- Town of Wellington
- Town of Timnath
- City of Fort Collins
- Larimer County



An engineering firm (SEH) was hired to accomplish the following tasks under the direction of the TAC. The overall goal was to evaluate the prior work and identify alternative approaches to the project.

- Review and update previous hydrologic and hydraulic modeling for B-2 and B-3.
- Analyze B-4 and develop recommendations for improvement.
- Determine if additional modeling was needed for B-5 and B-6.
- Work with the Stakeholders and the State Engineer's Office to re-evaluate the previous NRCS recommendations using new State criteria.
- Prepare conceptual improvement plans and cost estimates, if needed.
- Develop a potential cost sharing proposal for stakeholder review and potential future use.





SEH Study Results

The State Engineer's Office (SEO), which is part of the state agency with authority over regulatory dams, worked closely with the team to “pilot” a new approach to dam safety hazard mitigation, based on the following concepts.

- State modeling techniques
- Probable failure modes
- Consequences of failure
- Potential mitigation measures

Results indicate B-2, B-3, and B-4 have low failure likelihood with a high probability of loss of life and property damage. This combination risk factors resulted in a set of proposed mitigation measures in lieu of structural improvements.

- Early Flood Warning System
- Emergency Action Plan
- Operations and Maintenance Plan

A cost share model was created based on proportional flood risk and damage potential to the various partners resulting from a dam break event. The results indicate that Wellington is the community with the highest amount of flood risk from a dam break event.

Path Forward

A draft intergovernmental agreement has been prepared and is currently under review by the TAC and the legal representatives for the stakeholders. The terms of that agreement are based on the results of the work performed by SEH, however some details are yet to be determined.

The agreement includes the cost breakout for the various partners for the following anticipated expenses.

- Operations and Maintenance, which includes annual O&M costs and additional costs to create an account with a minimum balance of \$1,200,000 to be used for future major repair projects, when needed. These expenses are proposed to be allocated by percentage as follows.
 - Fort Collins – 20.7%
 - Larimer County – 28.9%
 - NPIC – 5.0%
 - Timnath – 11.9%
 - Wellington – 33.5%
- Early Flood Warning System, which consists of a one-time capital cost. These expenses are proposed to be allocated at \$20,000 per partner, for a one-time total of \$100,000.
- Emergency Action Plan. This cost has not yet been determined, but is expected to be relatively minor.

Cost Summary

The following chart details the proposed financial contributions from Wellington over the next 5 years, as per the proposed agreement.

B-Dam Funding Plan for the Town of Wellington							
						5-Year	
Task	2023	2024	2025	2026	2027	Total	Notes
Early Flood Warning System (EFWS)	\$20,000	\$0	\$0	\$0	\$0	\$20,000	One time capital expense. Annual expenses in the O&M costs.
Emergency Action Plan	n/a	n/a	n/a	n/a	n/a	\$0	Not budgeted at this time.
Operations and Maintenance Costs	\$12,403	\$12,403	\$12,403	\$12,403	\$12,403	\$62,015	Costs continue annually into the future.
Operations and Maintenance Fund	\$81,131	\$81,131	\$81,131	\$81,131	\$81,131	\$405,655	Annual costs cease after year 5 when fund is established.
Totals	\$113,534	\$93,534	\$93,534	\$93,534	\$93,534	\$487,670	Total Wellington contribution

These costs are currently included in the adopted budget and 5-year CIP plan for 2023.

It is expected that the financial contributions after year five will consist of annual Operations and Maintenance Costs based on various minor adjustments to the Cost Allocation Model as conditions change in the future.

Discussion

