



BOARD OF TRUSTEES
February 13, 2024
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to 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. LIQUOR LICENSE AUTHORITY BOARD

1. Consent Agenda
 - a. Ridley's Family Markets Retail Liquor Store (City) Renewal Application
 - Presentation: Ethan Muhs, Town Clerk

2. Action Items

- a. Special Event Permit Liquor License Application: Green Events Inc
- Presentation: Ethan Muhs, Town Clerk
 - Applicant Representative: Lisa Sinclair - Green Events Inc

D. PRESENTATION

1. Main Street End of Year Report (2023)
- Presentation: Caitlin Morris, Community Business Liaison

E. CONSENT AGENDA

1. January 23, 2024 Regular Meeting Minutes
- Presentation: Ethan Muhs, Town Clerk
2. January 30, 2024 Special Meeting Minutes
- Presentation: Ethan Muhs, Town Clerk

F. ACTION ITEMS

1. Continued - Resolution No. 10-2024 (Formerly 07-2024): Approving an Intergovernmental Agreement Between the Town of Wellington, the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with NOCO Humane
- Presentation: Cody Bird, Director of Planning
2. Continued - Resolution No. 08-2024: Approving a Joint Agreement for Animal Control Services with NOCO Humane
- Presentation: Cody Bird, Director of Planning
3. Resolution No. 11-2024: A Resolution Amending the Fees Charged for Research and Retrieval of Public Records and Amending the Town's Policy Regarding the Colorado Open Records Act
- Presentation: Ethan Muhs, Town Clerk
4. Vehicle Purchase
- Presentation: Billy Cooksey, Parks and Recreation Manager

G. REPORTS

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

H. 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: February 13, 2024

Subject: Ridley's Family Markets Retail Liquor Store (City) Renewal Application

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

BACKGROUND / DISCUSSION

RIDLEY'S FAMILY MARKETS INC dba RIDLEY'S FAMILY MARKETS has submitted their annual renewal for their Retail Liquor Store (City) License (#03-05940). A review of the application found the establishment is in good standing with the Colorado Secretary of State, and the Larimer County Sheriff's Office reported no issues directly related to the establishment's liquor license with the exception of noting an expired sales tax license. Staff have subsequently verified the currency of the establishment's sales tax license. The establishment has legal possession of the premise and there were no issues or concerns during a visual inspection of the premise.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Approve the RIDLEY'S FAMILY MARKETS Retail Liquor Store (City) License
2. Table consideration of the RIDLEY'S FAMILY MARKETS Retail Liquor Store (City) License to a date certain
3. Deny the RIDLEY'S FAMILY MARKETS Retail Liquor Store (City) License for good cause as defined by Article 3, Title 44, Colorado Revised Statutes

ATTACHMENTS

1. 2024 Renewal Application RFM - corrected_Redacted
2. 2024_Liquor Inspection Report_Ridleys
3. CJM - Ridley's 1136 Authorization Confirmation for RLLRA 2.8.24

Submit to Local Licensing Authority

RIDLEY'S FAMILY MARKETS
621 WASHINGTON STREET S
Twin Falls ID 83301

APPLICANT ID: 563529

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 352.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

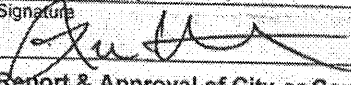
Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name RIDLEY'S FAMILY MARKETS INC		Doing Business As Name (DBA) RIDLEY'S FAMILY MARKETS	
Liquor License # 03-05940	License Type Retail Liquor Store (city)		
Sales Tax License Number [REDACTED]	Expiration Date 02/08/2024	Due Date 12/25/2023	
Business Address 7670 5TH STREET Wellington CO 80549			Phone Number 9705683197
Mailing Address 621 WASHINGTON STREET S Twin Falls ID 83301		Email luke.howarth@eshopridleys.com	
Operating Manager D. Mark Ridley	Date of Birth [REDACTED]	Home Address 2913 S Watubury Pl., Boise, ID 83706	Phone Number 208.320.2070
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented ☐ Owned ☒ Rented* *If rented, expiration date of lease no expiration, see attached letter			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business: <u>Luke Howarth</u>		Title <u>General Counsel</u>
Signature 		Date <u>12.31.27</u>
Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

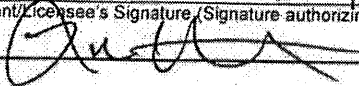
Tax Check Authorization, Waiver, and Request to Release Information

I, Luke Howarth, am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Ridley's Family Markets, Inc. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Ridley's Family Markets, Inc.</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address <u>621 Washington St. South Ste 500</u>			
City <u>Twins Falls</u>		State <u>ID</u>	Zip <u>83301</u>
Home Phone Number <u>208.320.2070</u>		Business/Work Phone Number <u>208.324.4633</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Luke Howarth, General Counsel</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>12.31.23</u>
Privacy Act Statement Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			



LIQUOR INSPECTION REPORT

Licensee Name:	Contact/Manager Name:
License #:	Contact Number:
Address:	Contact Email:
City, State, Zip:	Date of Report:

ITEM	YES	NO	NA
State Liquor License Posted	✓		
Local Liquor License Posted	✓		
Sales Tax License Posted	✓		
Food Service License Posted	✓		
Minor Warning Sign Posted	✓		
Meals/Snacks Available			✓
Cleanliness is Adequate	✓		
Books and Invoices Available	✓		
Alcohol Purchased from Permitted Source	✓		
Beer, Wine and Liquor Stock Acceptable	✓		
Manager Registered with Authorities	✓		
Licensee in Possession/Control of Premise	✓		
Premise Diagram Accurate	✓		
Acceptable Dispensing Systems			✓
Larimer County Sheriff's Office Violation Report: No violations recorded.			

LIQUOR LICENSE INSPECTION NOTES:

Inspection Representative(s):



CJM Limited Liability LP
10780 W State Street #252
Star, Idaho 83669

February 8, 2024

Ethan Muhs
Town Clerk – Town of Wellington, CO
8225 Third Street
Wellington, CO 80549

Sent via email to MuhsE@wellingtoncolorado.gov

RE: Ridley's Family Markets – 7670 5th Street, Wellington, CO 80549 – License #03-05940

Dear Mr. Muhs:

I represent CJM Limited Liability Limited Partnership, the Ridley family, and Ridley's Family Markets, Inc. This letter is being provided at the direction of the Ridley family, the members of whom are the Partners in CJM and the shareholders in Ridley's, as a supplement to Ridley's Family Markets, Inc.'s 2024 Colorado Retail Liquor License Renewal Application currently under review.

This letter shall serve to confirm the following:

- 1) Ridley's Family Markets, Inc. has legal permission from the property owner, CJM, to operate a business on the property that includes the sale of liquor and other alcoholic sold under authority of the above-referenced license for a time period not shorter than this licensing year.
- 2) All interested parties understand and authorize the State of Colorado and Town of Wellington to conduct necessary inspections and gather necessary information related to the operation of a Retail Liquor business.

Should you need any additional information or documentation regarding this matter please feel free to contact me directly at (208) 751-0548 or luke.howarth@shopridleys.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Luke Howarth', written in a cursive style.

Luke Howarth
CJM Limited Liability LP
General Counsel

Board of Trustees Meeting

Date: February 13, 2024
Subject: Special Event Permit Liquor License Application: Green Events Inc

- **Presentation:** Ethan Muhs, Town Clerk
- **Applicant Representative:** Lisa Sinclair - Green Events Inc

BACKGROUND / DISCUSSION

Green Events Inc has applied for a Special Event Permit Liquor License in accordance with the provisions of the [Wellington Municipal Code \(WMC\) Sec. 2-12-20](#). A review of the application found that the applicant is in good standing with the Colorado Secretary of State, is in compliance with the limits on annual permissible Special Event Permit Liquor Licenses in accordance with C.R.S. 44-5-105(3), has permission to use the premises from the property owner, has paid applicable fees to the Local Authority, and has planned to implement service control measures to restrict the scope of service of malt, vinous, and spirituous liquor for the duration of this event. In accordance with WMC 2-12-20.(d), notice of the event has been posted conspicuously on the premises for 10 days prior to the consideration of this application.

STAFF RECOMMENDATION

Staff have identified the following for Trustee consideration:

1. Approve the Green Events Inc application for a Special Event Permit Liquor License
2. Table consideration of the Green Events Inc application for a Special Event Permit Liquor License to a date certain
3. Deny the Green Events Inc application for a Special Event Permit Liquor License

ATTACHMENTS

1. Spring Equinox DR 8439 Form Scanned_Redacted
2. Spring Equinox Beer Garden Diagram
3. 2024 CERT GS
4. SpringEquinox Sparge Permission letter

Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following** (See back for details.)

- | | | |
|------------------------------------|---|---|
| ☐ Social | ☒ Athletic | ☐ Philanthropic Institution |
| ☐ Fraternal | ☐ Chartered Branch, Lodge or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ National Organization or Society | ☐ Municipality Owned 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 Green Events Inc		State Sales Tax Number (Required)	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 1523 Fort Collins, CO 80522		3. Address of Place to Have Special Event (include street, city/town and ZIP) Sparge Brewing 3999 BW Bush Ave, Unit 101 Wellington, CO 80549	
4. Authorized Representative of Qualifying Organization or Political Candidate Lisa Sinclair		Date of Birth [REDACTED]	Phone Number 970-556-3279
Authorized Representative's Mailing Address (if different than address provided in Question 2.)			
5. Event Manager Lisa Sinclair		Date of Birth [REDACTED]	Phone Number 970-556-3279
Event Manager Home Address (Street, City, State, ZIP) 400 Smith Street, Fort Collins, CO 80524		Email Address of Event Manager Lisa@greeneventsco.com	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? ☐ No ☒ Yes How many days? <u>1</u>		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? ☒ No ☐ Yes License Number _____	
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 03/24/24	Date	Date	Date
Hours From 8:00.m.	Hours From .m.	Hours From .m.	Hours From .m.
To 2:00.m.	To .m.	To .m.	To .m.
Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .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 Lisa Sinclair		Title Secretary	Date 01/15/24
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:

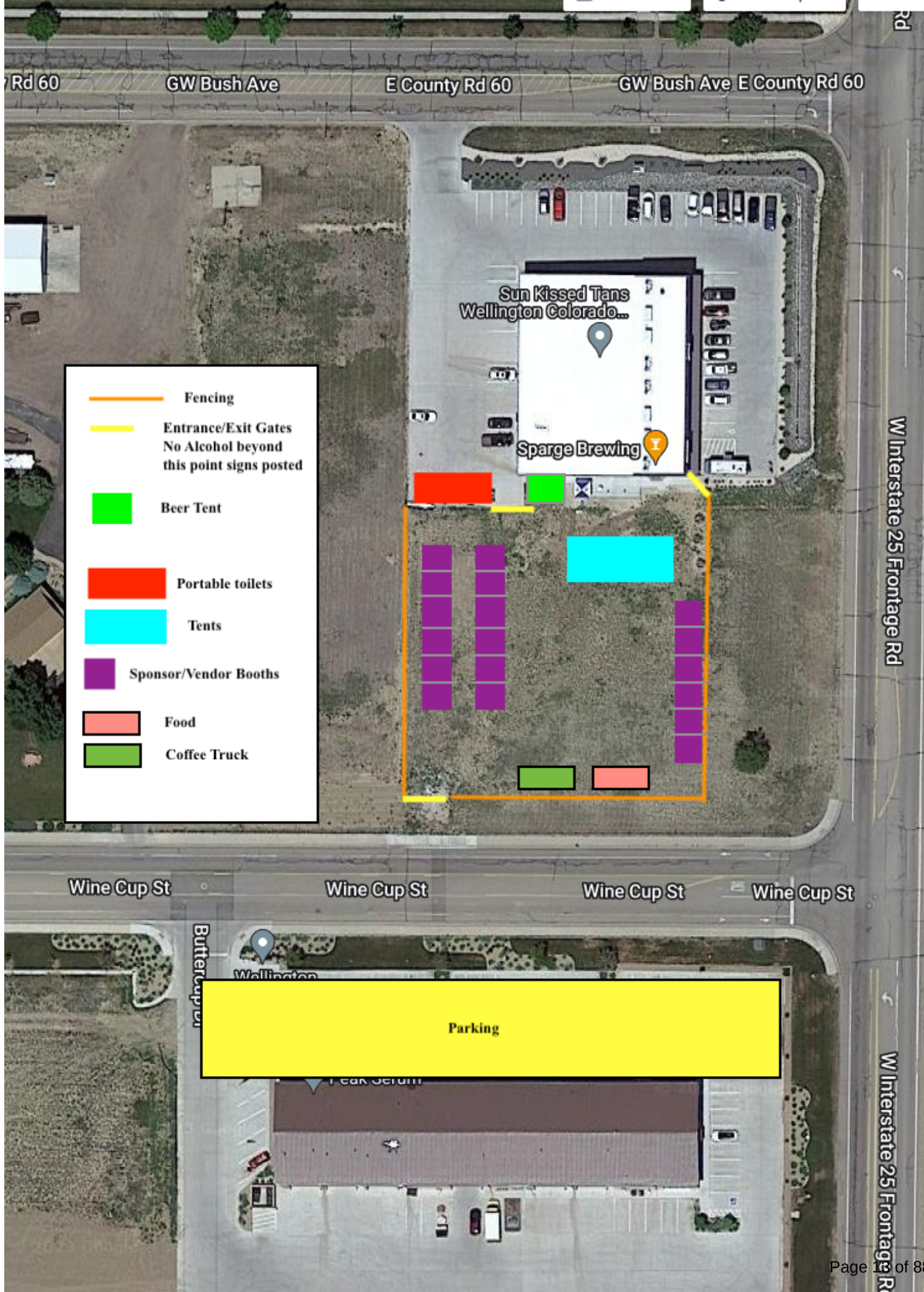
- ☒ Appropriate fee.
- ☒ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☒ Copy of deed, 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.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(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.



- Fencing
- Entrance/Exit Gates
No Alcohol beyond
this point signs posted
- Beer Tent
- Portable toilets
- Tents
- Sponsor/Vendor Booths
- Food
- Coffee Truck

Sun Kissed Tans
Wellington Colorado...

Sparge Brewing

Parking

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,

Green Events Inc

is a

Nonprofit Corporation

formed or registered on 01/28/2012 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 20121064617 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/10/2024 that have been posted, and by documents delivered to this office electronically through 01/15/2024 @ 14:16:40 .

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 01/15/2024 @ 14:16:40 in accordance with applicable law. This certificate is assigned Confirmation Number 15654380 .



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."

January 10, 2024

To Whom It May Concern:

I approve for Green Events to use the vacant property located to the south of my brewery at 3999 GW Bush Ave, Unit 101, Wellington CO 80549 for the Spring Equinox event on March 24, 2024.

I also approve of the serving beer/alcohol at the event on March 24, 2024 from 9:00 am to 2:00 pm.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. Efird', with a long horizontal stroke extending to the right.

Richard Efird
Owner
Sparge Brewing

Board of Trustees Meeting

Date: February 13, 2024
Subject: Main Street End of Year Report (2023)

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

BACKGROUND / DISCUSSION

On December 2, 2022, the Wellington Colorado Main Street Program (WCMSPP) along with the State of Colorado Department of Local Affairs (DOLA) and the Town of Wellington executed a Memorandum of Understanding (MOU). The MOU effectively formalizes a strategic partnership between these entities and allows for a WCMSPP Program Manager to be employed by and housed within the Administration Department of the Town of Wellington (i.e. Caitlin Morris, Community and Business Liaison). This partnership benefits the Town of Wellington greatly in the following ways:

- The WCMSPP helps support the Board of Trustees' Strategic Plan goal to "retain, attract, and improve access for businesses to promote the local economy" by providing grants to local businesses, hosting events to create a vibrant community, funding beautification projects, connecting businesses to resources, and encouraging the community to shop locally.
- By providing the Town of Wellington access to additional grant funding only offered to official Main Street Programs.
- The WCMSPP will help promote and enhance the Town's economic development efforts which will benefit the entire community.

During 2023, the WCMSPP focused on rebuilding and restructuring the program to both align with the requirements of the MOU and further clarify this new strategic partnership with the Town of Wellington. The program's volunteer Board of Directors and Community and Business Liaison worked closely with the Town of Wellington and DOLA throughout the year to implement the MOU and identify opportunities and challenges that needed to be addressed. The 2023 Annual Report Presentation is intended to provide an update on the program's impact in 2023, convey 2024 goals and priorities, and continue communication about the partnership moving forward.

Key takeaways and highlights from the presentation include:

- 2023 Program Impact
 - 1,000+ Volunteer Hours
 - \$20,949 Sponsorships & Grants
 - \$31,259 Reinvested Locally
 - 8,000+ Community Members Engaged
- Overview of Events
 - Wellington Brewfest – June 3rd

- 450 Attendees
 - \$5,049.75 Raised
- Main Street Market – July 13th – September 21st
 - 11 total markets (6 cancelled or impacted by weather)
 - 1,000+ Attendees
 - \$7,575 in Sponsorships (first year for sponsorships)
- Fall Food Truck Festival – October 21st
 - 200+ Attendees
 - 12 local businesses
 - Skate or Dine Event collaboration with Sk8Well
 - \$2,500 Raised
- Trick or Treat Down Main Street
 - 5,000+ Attendees
 - 50 Local Businesses
 - \$3,100 in Sponsorships
- Overview of Programs
 - Annual Color Program (flower planters)
 - 24 planters with summer plants, Fall décor, and Winter décor
 - \$3,225 in Sponsorships
 - Downtown Clean Up Days
 - Spring – cancelled twice due to weather
 - Fall – September 16th
 - National Clean Up Day
 - Partnered with Town of Wellington
 - 40+ Volunteer Hours
 - Sign & Awning Mural Program
 - Tabled until 2024
 - Restructured guidelines and application process
- Overview of Organization and Financial Sustainability Efforts
 - Strategic Partnerships
 - Project Management
 - Roles & Responsibilities
 - Sustainable Fundraising Strategy
 - Volunteer Recruitment
 - Board & Committee Development
 - Data Collection & Reporting
- New in 2023
 - Strategic Plan (completed with a DOLA Main Street Consultant and the Board of Directors)
 - Love Where You Live Campaign
- Introduction of 2024 Board of Directors
- 2024 Goals and Priorities

- Celebrate 10 Year Anniversary
- Grow Love Where You Live Campaign
- Hone sustainable fundraising strategy
- Increase regional marketing reach
- Expand existing program offerings
- Efficient and effective operations
- Further develop strategic partnerships
- Revisit Memorandum of Understanding

STAFF RECOMMENDATION

No action needed.

ATTACHMENTS

1. WCMSP BOT Annual Report - 2.13.2024
2. WCMSP 2023 Strategic Plan



MAIN STREET PROGRAM
WELLINGTON, CO • EST. 2014

ANNUAL REPORT

Board of Trustees Meeting
February 13, 2024



What is Main Street?

...a movement.

Main Street America has been helping revitalize older and historic commercial districts for more than 45 years!

It is the leading voice for preservation-based economic development and community revitalization across the country.



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COLORADO
Department of Local Affairs
Division of Local Government



“There is simply no more cost-effective economic development program of any type, on any scale, anywhere in the country than Main Street...”

Donovan Rypkema

Author of “The Economics of Historic Preservation”





MAIN STREET PROGRAM
WELLINGTON, CO • EST. 2014

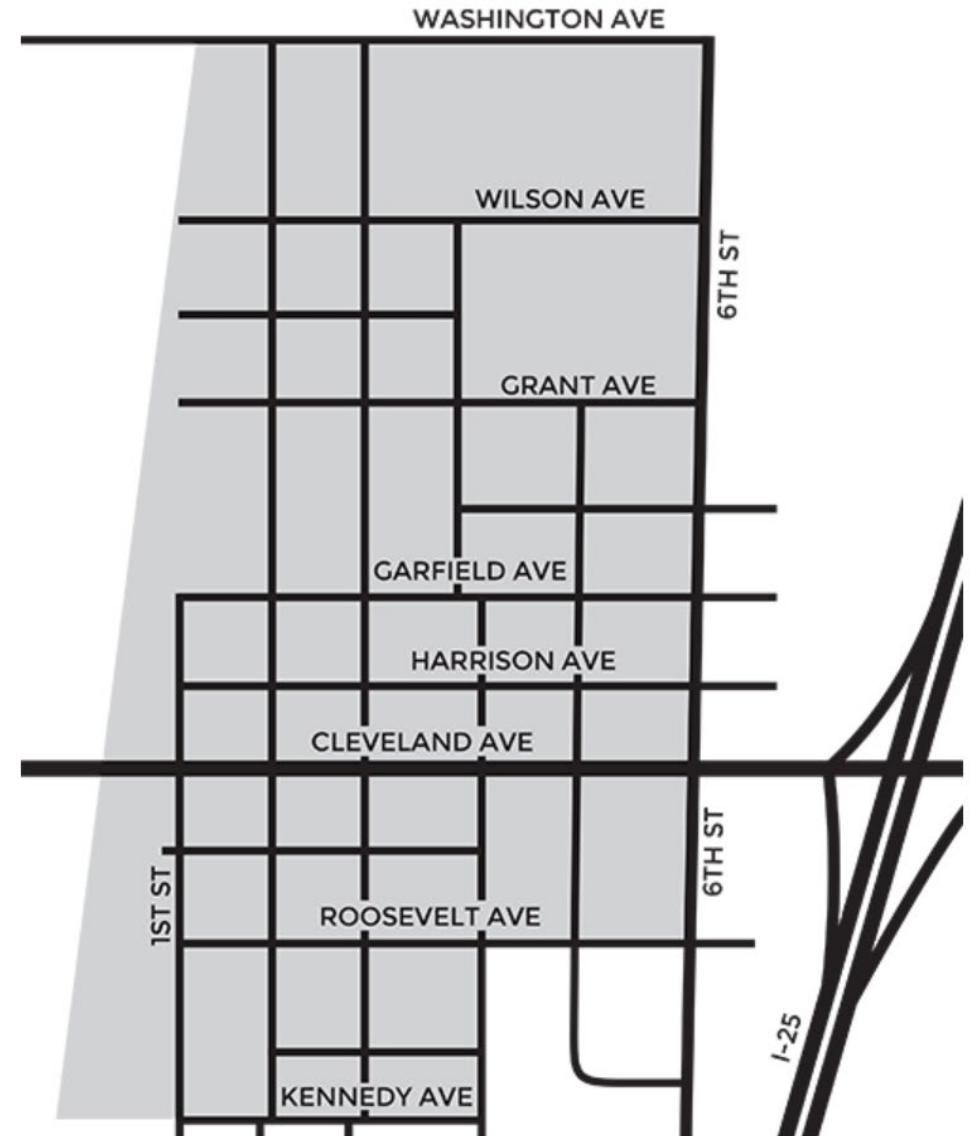
MISSION

The Wellington Main Streets Program is a group of passionate citizens who champion community collaboration to enhance and promote downtown Wellington.

VISION

In the years ahead, we see a future where a new organizational model has emerged to provide leadership in solving complex community challenges.

OUR PROGRAM AREA



Our Goals & Strategies

As Wellington grows outward, the Main Street Program is doubling down on making the heart of our community the place that differentiates us from the rest of Northern Colorado.

We aim to revitalize main street, support local businesses, and nurture economic vitality through on-the-ground technical assistance and transformation strategies, such as:

- Strategic Partnerships
- Community events
- Fundraising & Grants
- Small Business Resources
- Promotion
- Downtown Beautification



2023 Update: Events

- Wellington Brewfest – June 3rd
 - 450 Attendees
 - \$5,049.75 Raised
- Main Street Market – July 13th – September 21st
 - 1,000+ Attendees
 - 30 Local Businesses
 - \$7,575 in Sponsorships
- Fall Food Truck Festival – October 21st
 - 200+ attendees
 - 12 local businesses
 - Skate or Dine Event at Skatepark
 - \$2,500 Raised
- Trick or Treat Down Main Street – October 31st
 - 5,000+ Attendees
 - 50 Local Businesses
 - \$3,100 in Sponsorships





I'M A VENDOR

MAIN ST.
MARKET



THURSDAYS
JULY 13-SEP 21
4:30-7:30 PM
CENTENNIAL PARK



Thursday, September 21st 4:30-7:30



FREE LIVE MUSIC:

**Wellington
Community
Band**

MAKO STREET FOOD

MARCHIOS

WILD BRATS

LAZY DANE

**BROWN BUTTER
BAKESHOP**

WAFFLE LAB

**FOOD
TRUCKS**



17+ VENDORS



2023 Update: Downtown Beautification

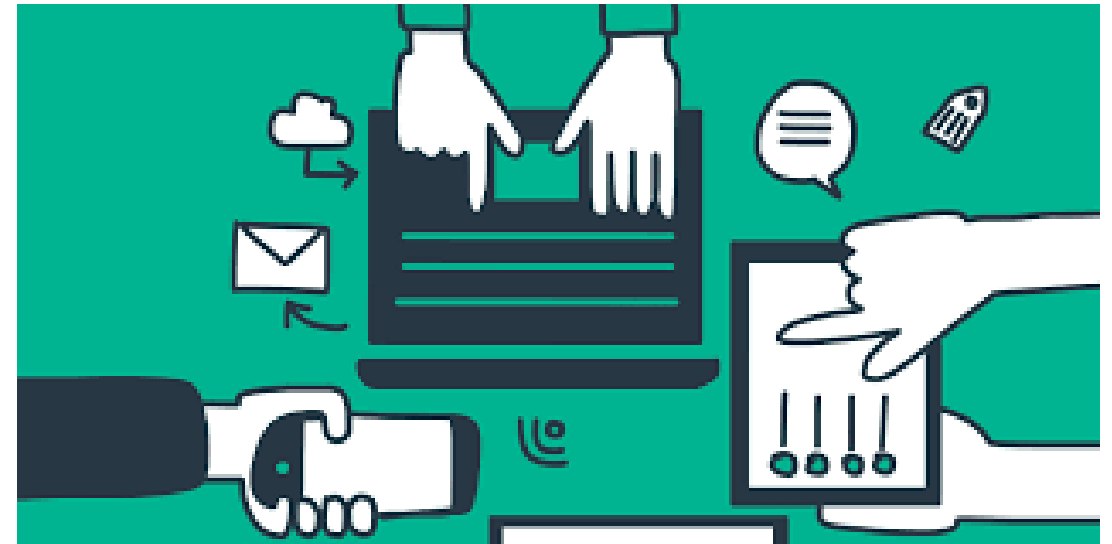
- Annual Color Program (Flower Planters)
 - 24 Planters
 - Summer plants, Fall décor, Winter décor
 - \$3,225 in Sponsorships
- Downtown Clean Up Days
 - Spring - cancelled twice due to weather
 - Fall – September 16th
 - National Clean Up Day
 - Partnered with Town
 - 40+ volunteer hours
- Sign & Awning Grant Program
 - Tabled
 - Restructured guidelines and application process



2023 Update: Organization & Financial Sustainability

We've been working hard behind the scenes.....

- Strategic Partnerships
- Project Management
- Roles & Responsibilities
- Sustainable Fundraising Strategy
- Volunteer Recruitment
- Board & Committee Development
- Data Collection & Reporting



New in 2023!

Community & Business Liaison

Caitlin Morris was hired in March 2023 as a result of the finalization of a Memorandum of Understand between the Town of Wellington, Wellington Main Street Program, and State of Colorado Department of Local Affairs.



New in 2023!

Love Where You Live Campaign

Love Where You Live is about coming together as a community to infuse hometown pride into the culture of who we are. It's about loving and appreciating everything that is so great about our community, so much so that surrounding areas start to notice. It's about creating a brand and mantra for who we are and who we want to be.



New in 2023!

Strategic Plan

Together with a Main Street Consultant, the Board developed a new Strategic Plan. Transformation strategies include:

- *Wellington's Front Porch*
- *Shoulder-to-Shoulder*
- *Keep Cleveland Happening*



STRATEGIC PLAN 2023

| Downtown Wellington



2023 Program Impact



1,000+ Volunteer Hours



\$20,949 Sponsorships & Grants

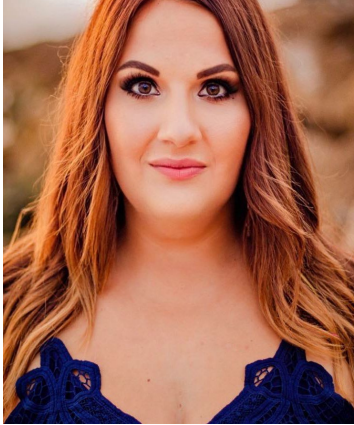


\$31,259 Reinvested Locally

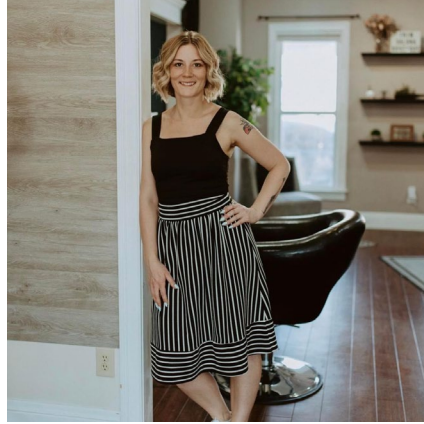


8,000+ Community Members Engaged

2024 Board of Directors



Erin Jerome
President



Necole Baer
Vice President



Roy Cook
Secretary



Kelly Carroll
Treasurer



Blair
Peterson



Sofia
Moore



Kristen
Hamill

2024 Goals & Priorities

- Celebrate 10 Year Anniversary
- Grow Love Where You Live Campaign
- Hone sustainable fundraising strategy
- Increase regional marketing reach
- Expand existing program offerings
- Efficient and effective operations
- Further develop strategic partnerships
- Revisit Memorandum of Understanding





THANK YOU!

Visit our website: wellingtonmainstreet.org

Follow us on Facebook and Instagram
(@wellingtonmainstreet)

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WHAT'S THE PLAN?

Wellington Main Street is results-oriented with the intention of revitalizing the heart of our community.

MISSION

The Wellington Main Streets Program is a group of passionate citizens who champion community collaboration to enhance and promote downtown Wellington.

VISION

In the years ahead, we see a future where a new organizational model has emerged to provide leadership in solving complex community challenges.

GUIDING PRINCIPLES

As Wellington grows outward, the Main Street Program is doubling down on making the heart of our community the place that differentiates us from the rest of Northern Colorado.



TOP STRATEGIES

To achieve our goals, Wellington Main Street is taking a strategic and focused approach. To leverage our volunteer capabilities, we are focusing our efforts on the following initiatives:

1. WELLINGTON'S FRONT PORCH
2. KEEP CLEVELAND HAPPENING
3. SHOULDER TO SHOULDER
4. GENERAL TO-DO LIST

MAIN STREET FOUR POINT APPROACH



Design



Promotion



Organization



Economic Vitality



Board of Trustees Meeting

Date: February 13, 2024
Subject: January 23, 2024 Regular Meeting Minutes

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

BACKGROUND / DISCUSSION

Minutes from the 01/23/2024 Regular Meeting. A [link to the video recording of this meeting was available as of 02/08/2024](#).

STAFF RECOMMENDATION

Staff have identified the following for Board consideration:

1. Approve the January 23, 2024 Minutes with the Consent Agenda
2. Remove the January 23, 2024 Minutes from the Consent Agenda and further consider as an Action Item

ATTACHMENTS

1. 01.23.24 Minutes



BOARD OF TRUSTEES
January 23, 2024
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

The Clerk noted a quorum with the following roll:

Gaiter – present

Dailey – present

Mason – present

Tietz – present

Wiegand – present

Macdonald – present

Chaussee – 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 agenda items; there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Chaussee called for public comment on non-agenda items. Mario Quinonez provided public comment.

C. LIQUOR LICENSE AUTHORITY BOARD

Mayor Chaussee closed the Regular Meeting and opened the Liquor License Authority Board at 6:37 p.m.

The Clerk noted a quorum with the following roll:

Gaiter – present

Dailey – present

Mason – present

Tietz – present

Wiegand – present

Macdonald – present

Chaussee – present

1. New License Application & Public Hearing: Family Dollar - Retail Fermented Malt Beverage and Wine (City) License

Mayor Chaussee asked if there were any conflicts of interest from members of the Board on this item; there were none.

Mayor Chaussee asked if there were any disclosures of ex parte communications from members of the Board on this item; there were none.

Mayor Chaussee invited the Town Clerk to present this item. Mr. Muhs provided an introduction on this item and responded to questions from the Board.

Mr. Tommy Jackson, representing the applicant, presented additional information and responded to questions from the Board.

Mayor Chaussee opened the public hearing on this item at 6:46 p.m. and called for public comment; there was none.

Mayor Chaussee closed the public hearing on this item at 6:47 p.m.

Mayor Chaussee called for closing comments from the applicant and Mr. Muhs, which they provided.

Mayor Chaussee called for a motion on this item.

Trustee Wiegand moved to approve this application. Trustee Mason seconded.

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

Nays: N/A

The motion carried unanimously, and the application was approved.

Mayor Chaussee closed the Liquor License Authority Board and reopened the Regular Meeting at 6:48 p.m.

D. **CONSENT AGENDA**

1. January 9, 2024 Regular Meeting Minutes

2. Resolution No. 05-2024: A Resolution of the Town of Wellington Making An Appointment to the Wellington Housing Authority

3. Resolution No. 09-2024 CIP Fleet Vehicle Purchase Approval

Mayor Chaussee called for a motion on the Consent Agenda.

Trustee Dailey moved to approve the Consent Agenda. Trustee Tietz seconded.

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

Nays: N/A

The motion carried unanimously, and the Consent Agenda was approved.

E. ACTION ITEMS

1. Resolution No. 07-2024: Approving an Intergovernmental Agreement Between the Town of Wellington, the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with NOCO Humane

Mayor Chaussee invited Mr. Cody Bird, Director of Planning, to present this item along with Mr. Rigo Niera, a representative of NOCO Humane. Mr. Bird and Mr. Niera presented this item and responded to questions from the Board.

Mayor Chaussee called for public comment on this item. Mr. Chad Zuniga provided public comment.

Mayor Chaussee called for further deliberation from the Board on this item.

Mayor Chaussee called for a motion on this item.

With unanimous consent of the Board, Mayor Chaussee recessed the Regular Meeting at 7:44 p.m.

Mayor Chaussee called the Regular Meeting back to order at 7:50 p.m.

Trustee Gaiter moved to postpone consideration of this item to the February 13, 2024 Regular Meeting and in the meantime conducting a meeting along with Trustee Dailey with the Wellington community regarding animal control. Trustee Tietz seconded.

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

Nays: N/A

The motion carried unanimously, and the item was tabled to the February 13, 2024 Regular Meeting.

2. Resolution No. 08-2024: Approving a Joint Agreement for Animal Control Services with NOCO Humane

Trustee Gaiter moved to postpone consideration of this item to the February 13, 2024 Regular Meeting. Trustee Tietz seconded.

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

Nays: N/A

The motion carried unanimously, and the item was tabled to the February 13, 2024 Regular Meeting.

3. Continued - Ordinance No. 02-2024: Approving Sage Farms Annexation and Village at Sage Farms Annexation; Establishing Zoning as Planned Unit Development (PUD); Approving Annexation Agreements; and Establishing Vested Development Rights

Mayor Chaussee invited Mr. Bird to present this item. Mr. Bird presented this item and responded to questions from the Board along with the Sage Farms representative, Mr. Darren Roberson.

The Board further deliberated on this item.

Mayor Chaussee called for a motion on this item.

Trustee Mason moved to: 1) adopt Ordinance No. 02-2024 conditionally annexing the Sage Farms Annexation and Village at Sage Farms Annexation to the Town of Wellington and zoning the property Planned Unit Development (PUD) in accordance with the Zoning Map for Sage Farms PUD, and updating the official maps of the Town; 2) approve the annexation agreements for Sage Farms Annexation and Village at Sage Farms Annexation; and 3) establish Vested Development Rights as defined in the Annexation Agreements.

—Trustee Dailey seconded.

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

Nays: N/A

The motion carried unanimously, and Ordinance No. 02-2024 was approved.

With unanimous consent, Mayor Chaussee recessed the Regular Meeting at 8:34 p.m.

Mayor Chaussee called the meeting back to order at 8:42 p.m.

4. Resolution No. 06-2024: A Resolution Amending the Town Administrator Contract

Mayor Chaussee invited Ms. Stephanie Anderson, Human Resources Director, to present this item. Ms. Anderson presented this item and responded to questions, along with Ms. Patti Garcia, the Town Administrator.

Mayor Chaussee called for public comment on this item. Mr. Ed Cannon and Ms. Dawn Peacock provided public comment on this item.

Mayor Chaussee called for further deliberations from the Board on this item. The Board further deliberated on this item.

Mayor Chaussee called for a motion on this item.

Mayor Pro Tem Macdonald moved to approve this item with the amendment that severance benefits be provided to Ms. Garcia, regardless of timing, for a period of 12 months following termination without cause. Trustee Dailey seconded.

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

Nays: Gaiter

With a vote of 6 in favor and 1 against, the motion carried with the stated amendment, and Resolution No. 06-2024 was approved.

5. Ordinance No. 03-2024: An Ordinance of the Town of Wellington, Colorado Recodifying Municipal Code Chapter 6 Concerning Business Licensing

Mayor Chaussee invited Mr. Dan Sapienza, the Town Attorney, to present this item. Mr. Sapienza presented this item and responded to questions from the Board, along with Ms. Garcia.

Mayor Chaussee called for public comment on this item. Mr. Ed Cannon provided public comment on this item.

Mayor Chaussee called for a motion on this item.

Trustee Gaiter moved to approve this item. Trustee Tietz seconded.

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

Nays: N/A

The motion carried unanimously, and Ordinance No. 03-2024 was approved.

F. REPORTS

1. Town Attorney
Mr. Sapienza reported on revision of Ch. 10 of the Wellington Municipal Code.
2. Town Administrator
No report.
3. Staff Communications
Mayor Chaussee called for questions on staff communications, to which Ms. Garcia responded.
 - a. 2023 Building Activity Summary
 - b. Monthly Utility Report through December 2023
 - c. Larimer County Sheriff's Office Report (December 2023)
 - d. Treasurer's Report (November 2023)
4. Board Reports
Mayor Chaussee called for Board reports, and the Board discussed the reports.

G. EXECUTIVE SESSION

Mayor Chaussee called for a motion to open the Executive Session.

Trustee Gaiter moved to open the Executive Session. Trustee Dailey seconded.

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

Nays: N/A

The motion carried unanimously.

Mayor Chaussee opened the Executive Session at 9:59 p.m.

1. Executive Session: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. – regarding negotiations related to matters with the North Poudre Irrigation Company. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through April 22, 2024.

With unanimous consent, Mayor Chaussee closed the Executive session at 10:51 p.m.

H. ADJOURN

With unanimous consent, Mayor Chaussee adjourned the Regular Meeting at 10:51 p.m.

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: February 13, 2024
Subject: January 30, 2024 Special Meeting Minutes

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

BACKGROUND / DISCUSSION

Minutes from the January 30, 2024 Special Meeting. A [link to the recording of this meeting was available as of 02/08/2024](#).

STAFF RECOMMENDATION

Staff have identified the following for Board consideration:

1. Approve the January 30, 2024 Special Meeting Minutes via the Consent Agenda
2. Remove the January 30, 2024 Special Meeting Minutes from the Consent Agenda and further consider as an Action Item

ATTACHMENTS

1. 01.30.24 Board of Trustees Special Meeting Minutes



BOARD OF TRUSTEES
January 30, 2024
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Special Meeting Agenda

A. CALL TO ORDER

Mayor Chaussee called the meeting to order at 6:29 p.m.

1. Pledge of Allegiance
Mayor Chaussee asked to rise for the Pledge of Allegiance

2. Roll Call
The Clerk noted a quorum with the following roll call:
Trustee Gaiter - present
Trustee Dailey - present
Trustee Mason - present
Trustee Tietz - present
Trustee Wiegand - present
Mayor Pro Tem Macdonald – virtual attendance
Mayor Chaussee - present

3. Amendments to Agenda
Mayor Chaussee asked if there were any amendments to the agenda.

Trustee Gaiter moved to amend the agenda to add Board Reports to the Agenda. Trustee Tietz seconded.

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

Nays: N/A

The motion carried unanimously and the amendment to the agenda was approved.

4. Conflict of Interest
Mayor Chaussee asked if there was any conflicts of interest. There were none.

B. COMMUNITY PARTICIPATION

1. Public Comment
Mayor Chaussee asked if there were any public comments; Karen Eifert made public comment.

C. ACTION ITEMS

1. Resolution No. 07-2024 Approving an Agreement with NOCO Humane for Animal Welfare Services effective February 1, 2024 to March 31, 2024
Mayor Chaussee invited Cody Bird, Planning Director, to present this item. Mr. Bird presented this item and answered questions from the Board.

Mayor Chaussee asked for any public comment; Chad Zadina, Karen Eifert, Ed Cannon, and Matthew Cherry made public comment.

Mayor Chausse asked final questions and comments for the Board on this item. Trustee Dailey, Trustee Wiegand, Trustee Tietz, Mayor Pro Tem Macdonald made final comments.

Mayor Chaussee asked for a motion.

Trustee Tietz moved to approve Resolution No. 07-2024 Approving an Agreement with NOCO Humane for Animal Welfare Services effective February 1, 2024 to March 31, 2024. Trustee Wiegand seconded.

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

Nays: N/A

The motion carried unanimously, and Resolution No. 07-2024 Approving an Agreement with NOCO Humane for Animal Welfare Services effective February 1, 2024 to March 31, 2024 was approved.

D. REPORTS

1. Board Reports

Trustee Dailey – reported on NOCO Humane contract meeting cost, procedure & enforcement, and community needs.

Trustee Gaiter – reported on NOCO Humane contract meeting with community; discussed concerns and alternatives for animal control contract options.

Trustee Tietz – reported on increasing local business engagement, community engagement, and long-term solutions for animal control contract.

Trustee Wiegand – reported on the Larimer County Sheriff’s Office involvement in animal control procedures.

Mayor Chaussee – reported on options for community engagement in animal control discussion.

Mayor Pro Tem Macdonald – reported on opportunity to include legal and insurance factors in animal control discussion.

Patti Garcia provided additional information about NOCO Humane’s operations in other municipalities.

E. ADJOURN

Trustee Gaiter moved to adjourn the meeting. Trustee Tietz seconded.

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

Nays: N/A

Mayor Chaussee adjourned the meeting at 7:47 p.m.

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: February 13, 2024

Subject: Continued - Resolution No. 10-2024 (Formerly 07-2024): Approving an Intergovernmental Agreement Between the Town of Wellington, the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with NOCO Humane

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

BACKGROUND / DISCUSSION

- At its January 23, 2024 meeting, the Board of Trustees was presented with a resolution and Intergovernmental Agreement (IGA) between the Town of Berthoud, CO and the Town of Timnath, CO agreeing to allow Wellington to enter into a Joint Agreement for Animal control services with Berthoud and Timnath and NOCO Humane (formerly "Larimer County Humane Society").
 - The Board postponed consideration of the resolution and IGA to Feb. 13, 2024.
 - The resolution and IGA are included for reference.
 - The meeting agenda packet from the January 23, 2024 meeting can be accessed on the Town website at <https://www.wellingtoncolorado.gov/Archive.aspx?ADID=871>.
- The Board requested additional information and background for animal control services and requested a work session (proposed for February 20, 2024).
- In consideration of timing for the work session, it is recommended that the Board postpone consideration of the resolution and IGA to March 12, 2024.

STAFF RECOMMENDATION

Town staff has identified the below motion options for the Board of Trustees to consider. Town staff recommends postponing consideration of the resolution and IGA to March 12, 2024 (motion option #3):

1. Move to approve Resolution No. 10-2024 (Formerly 07-2024) approving the Intergovernmental Agreement for Animal Control Services.
2. Move to approve Resolution No. 10-2024 (Formerly 07-2024) approving the Intergovernmental Agreement for Animal Control Services, with amendments.
3. Move to postpone consideration of Resolution No. 10-2024 (Formerly 07-2024) to the regular Board meeting of March 12, 2024.
4. Move to deny Resolution No. 10-2024 (Formerly 07-2024).

ATTACHMENTS

1. Resolution No. 10-2024 (formerly 07-2024): Approving an Intergovernmental Agreement for Animal Control Services
2. Intergovernmental Agreement for Animal Control Services

TOWN OF WELLINGTON

RESOLUTION NO. 10-2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO APPROVING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD, COLORADO AND THE TOWN OF TIMNATH, COLORADO CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH NOCO HUMANE (FORMERLY LARIMER HUMANE SOCIETY)

WHEREAS, the Town of Berthoud, Colorado and the Town of Timnath, Colorado previously entered into an Agreement for animal control services with NOCO Humane (formerly Larimer Humane Society) (the “Agreement”); and

WHEREAS, the Town of Wellington desires to become a party to Agreement to expand Animal Control Services within the Town and as a means to reduce costs for services for all parties to the Agreement; and

WHEREAS, the Town of Berthoud, Colorado and the Town of Timnath, Colorado and NOCO Humane (formerly Larimer Humane Society) all consent to the Town of Wellington entering into the Agreement; and

WHEREAS, the Town of Wellington’s Board of Trustees desires to collaborate with the Parties to the Agreement, agrees to the proposed Agreement, and wishes to memorialize this agreement.

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

1. The Agreement is hereby approved.
2. A copy of the Agreement is attached hereto and made a part hereof.
3. The Mayor is hereby authorized to execute the Agreement on behalf of the Town.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this ____ day of _____, 2024.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF BERTHOUD AND THE TOWN OF TIMNATH
CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES
WITH LARIMER HUMANE SOCIETY**

THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD AND THE TOWN OF TIMNATH CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH LARIMER HUMANE SOCIETY (the “Second Amendment”) is entered into on this ____ day of _____, 2024, by and between the TOWN OF BERTHOUD (“BERTHOUD”), the TOWN OF TIMNATH (“TIMNATH”), and the TOWN OF WELLINGTON (“WELLINGTON”). BERTHOUD, TIMNATH, and WELLINGTON are referred to herein collectively as the “Parties” or the “Towns” or individually as a “Party” or a “Town”.

RECITALS:

WHEREAS, BERTHOUD is a municipality located in both Larimer County, Colorado and Weld County, Colorado;

WHEREAS, TIMNATH is a municipality located in both Larimer County, Colorado and Weld County, Colorado;

WHEREAS, WELLINGTON is a municipality located in Larimer County, Colorado;

WHEREAS, at the present time, BERTHOUD, TIMNATH, and WELLINGTON provide some of their own animal control services, and each Town also has an arrangement with NOCO HUMANE (formerly known as the Larimer Humane Society) that NOCO HUMANE will provide certain animal-related services to the Town the Towns;

WHEREAS, NOCO HUMANE is a non-profit entity under 501(c)(3) of the Internal Revenue Code serving Northern Colorado communities through a broad range of animal-related issues, such as animal control, care, sheltering, impound, lost and found, and licensing;

WHEREAS, the Parties want to achieve shared efficiencies and benefits by collaborating and cost-sharing as to the animal control services described herein, as well as state their intent, agreement, rights, and obligations related thereto;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other;

WHEREAS, under C.R.S. § 29-1-203, the Parties entered into an Intergovernmental Agreement Between the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with Larimer Humane Society in 2022 (the Original Agreement”) as amended by the First Amendment to Intergovernmental Agreement Between the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with Larimer Humane Society entered into in or around December 2022 (“First Amendment” and together with the Original Agreement, the “Agreement”);

WHEREAS, the Town of Berthoud and the Town of Timnath wish to include the Town of Wellington as a party to the Agreement;

WHEREAS, the Agreement states that the Towns will annually agree on how to split the costs of Animal Control Services from the NOCO Humane (the “Society”); and

WHEREAS, the Parties would like to agree to an updated split of fees for 2024. Any provisions of the Agreement not addressed in this Second Amendment shall remain unchanged.

Now therefore for good and valuable consideration, the Parties agree as follows.

1. The Title of the Agreement is hereby amended to read: THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD, THE TOWN OF TIMNATH, AND THE TOWN OF WELLINGTON CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH LARIMER HUMANE SOCIETY (NOW KNOWN AS NOCO HUMANE).

2. Paragraph 4 of the Agreement is hereby amended to read in its entirety:

4. Cost and information sharing. The Parties shall each fund the total annual obligation set forth in the Joint Agreement in their respective annual budget based on a split to which they will agree annually, with the split in 2024 as follows:

Berthoud	\$52,256.00
Timnath	\$27,353.00
Wellington	\$19,694.00

Any report that the NOCO Humane provides a Party pursuant to the Joint Agreement is not confidential and shall be shared between the Parties.

3. The Agreement shall continue in full force and effect except as hereby amended.

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

TOWN OF BERTHOUD

By _____
William Karspeck, Mayor

ATTEST:

Christian Samora, Town Clerk

APPROVED AS TO FORM:

Erin Smith, Attorney for Town

TOWN OF TIMNATH

By _____
Brett Hansen, Mayor Pro Tem

ATTEST:

Milissa Peters-Garcia, Town Clerk

APPROVED AS TO FORM:

Carolyn R. Steffl, Attorney for Town

TOWN OF WELLINGTON

By _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

APPROVED AS TO FORM:

Dan Sapienza, Legal Advisors LLC,
Attorney for Town

Board of Trustees Meeting

Date: February 13, 2024

Subject: Continued - Resolution No. 08-2024: Approving a Joint Agreement for Animal Control Services with NOCO Humane

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

BACKGROUND / DISCUSSION

- At its January 23, 2024 meeting, the Board of Trustees was presented with a resolution and Joint Agreement for Animal control services with NOCO Humane (formerly "Larimer County Humane Society").
 - The Board postponed consideration of the resolution and Joint Agreement to Feb. 13, 2024.
 - The resolution and Joint Agreement are included for reference.
 - The meeting agenda packet from the January 23, 2024 meeting can be accessed on the Town website at <https://www.wellingtoncolorado.gov/Archive.aspx?ADID=871>.
- The Board requested additional information and background for animal control services and requested a work session (proposed for February 20, 2024).
- In consideration of timing for the work session, it is recommended that the Board postpone consideration of the resolution and Joint Agreement to March 12, 2024.

STAFF RECOMMENDATION

Town staff has identified the below motion options for the Board of Trustees to consider. Town staff recommends postponing consideration of the resolution and Joint Agreement to March 12, 2024 (option #3).

1. Move to approve Resolution No. 08-2024 approving a Joint Agreement for Animal Control Services with NOCO Humane.
2. Move to approve Resolution No. 08-2024 approving a Joint Agreement for Animal Control Services, with amendments.
3. Move to postpone consideration of Resolution No. 08-2024 to March 12, 2024.
4. Move to deny Resolution No. 08-2024.

ATTACHMENTS

1. Resolution No. 08-2024: Approving a Joint Agreement for Animal Control Services
2. Joint Agreement for Animal Control Services

TOWN OF WELLINGTON

RESOLUTION NO. 08-2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO APPROVING AN AMENDED AND RESTATED JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES

WHEREAS, the Town of Wellington entered into an Agreement for animal control services (the “Agreement”) with the Town of Berthoud, Colorado, the Town of Timnath, Colorado and NOCO Humane (formerly Larimer Humane Society) (the “Parties”), in 2024; and

WHEREAS, the Parties have proposed an Amended and Restated Joint Agreement for Animal Control Services (the “Joint Agreement”); and

WHEREAS, the Town of Wellington’s Board of Trustees desires to collaborate with the Parties, agrees to the Joint Agreement, and wishes to memorialize this agreement.

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

1. The proposed Joint Agreement is hereby approved.
2. A copy of the Joint Agreement is attached hereto and made a part hereof.
3. The Town Administrator of the Town is hereby authorized to execute the Joint Agreement on behalf of the Town.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this _____ day of _____, 2024.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

AMENDED AND RESTATED JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AMENDED AND RESTATED JOINT AGREEMENT ("Agreement") is made and entered into effective the 1st day of January, 2024 (the "Effective Date"), by and between the Parties, who are: the TOWN OF BERTHOUD ("BERTHOUD"), the TOWN OF TIMNATH ("TIMNATH"), and the TOWN OF WELLINGTON ("WELLINGTON") together on the one hand, and NOCO Humane, formerly known as Larimer Humane Society, a Colorado non-profit corporation, on the other hand. BERTHOUD, TIMNATH and WELLINGTON are referred to collectively as "the Towns" and individually as "Town."

WHEREAS, NOCO Humane is dedicated to the safe and humane treatment of animals consistent with each Town's respective Municipal Code ("the applicable Municipal Code") and policies; and

WHEREAS, the NOCO Humane employs trained, qualified persons to handle animals within its custody; and

WHEREAS, Berthoud and Timnath desired to jointly engage NOCO Humane to furnish animal-control services for the Towns within their respective borders and entered into a Joint Agreement for Animal Control Services with NOCO Humane in February of 2022 ("Joint Agreement"), as well as a corresponding Intergovernmental Agreement between Berthoud and Timnath to share the cost of the Joint Agreement for Animal Control Services ("the IGA"), and the Joint Agreement and the IGA have been in effect since February 2022;

WHEREAS, Wellington recently expressed interest in becoming a party to the Joint Agreement and to the IGA;

WHEREAS, Berthoud, Timnath, and NOCO Humane have agreed that Wellington may become a party to the Joint Agreement and to the IGA and therefor enter into this Agreement, which shall replace the Joint Agreement as to any actions and responsibilities from and after the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Initial Term and Renewal. This Agreement shall be effective, nunc pro tunc, from January 1, 2024 until December 31, 2024 ("the Initial Term"), unless earlier terminated or extended as provided herein. Upon expiration the Initial Term, this Agreement will be deemed to automatically renew for four (4) successive one-year terms subject to paragraphs 16 and 20.a, unless any Town gives written notice to NOCO Humane of intent not to renew at least ninety (90) days prior to expiration. Upon termination, NOCO Humane shall be due and owing all amounts due for services rendered in accordance with this Agreement through the effective date of termination.
2. Services. During the term of this Agreement, NOCO Humane shall:

- a. Provide the Towns with animal shelter services as set forth in paragraph 6, below.
- b. Engage the services of a doctor of veterinary medicine licensed to practice in the State of Colorado to provide twenty-four (24) hour emergency services to animals impounded from the Towns.
- c. Provide an animal control officer to serve the Towns per an enforcement schedule described in paragraph 5.
- d. Provide the animal-control officer with a uniform that clearly identifies the officer as such.
- e. Provide and maintain equipment, instruments, and supplies necessary to the effective, efficient performance of the animal control officer and operation of the shelter.
- f. Provide a public education program in each Town to its residents regarding NOCO Humane's services and each Town's animal-control ordinances.
- g. Furnish to each Town's residents humane animal traps for trapping domestic animals, and, at the discretion of NOCO Humane, trapping wild animals, subject to the residents' payment of a deposit, daily rental fee, and availability.
- h. Retrieve and dispose of dead animals weighing less than one hundred pounds (100 lbs) from public areas, including streets and parks. For purposes of this Agreement, public areas include Town owned property held open and made accessible to the public for recreational activities. Private property and open spaces owned and maintained by private citizens, businesses, associations, and corporations are specifically excluded from this paragraph.
- i. Upon the payment of a pre-determined fee based on the animal's weight, dispose of dead dogs, cats, and other animals of similar size that are brought to NOCO Humane's facilities by each Town's residents.
- j. Respond to calls regarding livestock within each Town and remove livestock from roadways and temporarily confine or restrain livestock, if possible, pending action by the applicable Town's Police Department or State Brand Inspector.
- k. Retrieve sick, injured, and orphaned wildlife of a size smaller than an adult coyote.
- l. Establish procedures to address each Town's residents' complaints regarding NOCO Humane's services and correct deficiencies, if any. Such procedures shall provide that complaints be reviewed by NOCO Humane's personnel not directly involved in the situation giving rise to the complaint and, if a satisfactory resolution cannot be reached, for mediation by a disinterested third party. Each Town shall immediately forward all residents' complaints to

NOCO Humane for resolution according to the procedures established pursuant to this subparagraph.

3. Compensation. In consideration of the services provided by NOCO Humane hereunder, the Towns shall pay NOCO Humane the total sum of ninety-nine thousand three hundred and three dollars (\$99,303), per the terms of the IGA. Said sum shall be paid in twelve (12) monthly installments of eight thousand two hundred and seventy-five dollars and twenty-five cents (\$8,275.25) on or before the 15th day of the month for which such installment is owed.
4. Commission to Enforce Ordinances. Each Town's Chief of Police, or its equivalent, shall commission NOCO Humane's animal-control officers to enforce the Town's animal-control ordinances in the applicable Municipal Code. All costs associated with such commissions shall be paid by the applicable Town. The commissioned animal-control officers shall be authorized to serve summonses and complaints, which shall be filed in the local municipal court. Each Town shall instruct said officers regarding enforcement of the Town's animal-control ordinances. Said officers shall not enforce or be authorized to enforce any Town ordinance other than those related to animal control.
5. Enforcement Schedule.
 - a. Regular Schedule. One (1) animal-control officer and vehicle shall be in service eight (8) hours per day, five (5) days per week on a schedule mutually agreed upon by the Parties (the "Regular Schedule"), provided, however, that this requirement may be waived for exigent circumstances (e.g., weather conditions). NOCO Humane shall notify the Towns as soon as practicable when unable to place an animal control officer in service due to exigent circumstances. Service schedules shall be based upon call load studies of NOCO Humane's animal control activities within the Towns and shall be flexible to enable NOCO Humane to provide animal control services to the Towns in the most effective and efficient manner. Notwithstanding anything herein to the contrary, NOCO Humane shall not be required to provide services on Christmas, Thanksgiving, or New Year's Day if designated as a holiday pursuant to subparagraph 5.c, below.
 - b. Emergencies. As set forth below, NOCO Humane shall provide the Towns with services outside of the Regular Schedule for Emergencies, as defined below. Time spent on Emergencies may be flexed from regular duty hours. An animal control officer shall not be required to be within the Towns while on call to provide emergency services, provided, however, that such officer must be able to respond to Emergencies within the Towns in a timely manner. The following shall constitute Emergencies requiring services:
 - (i) Injured domestic animals. NOCO Humane shall attempt to provide emergency medical treatment to all injured domestic animals. Injured animals that, in the opinion of a licensed veterinarian, have sustained terminal injuries and are suffering may be euthanized prior to the end

of the impoundment period set forth by applicable statute or Municipal Code.

- (ii) Animals acting in a vicious manner, if defined in the applicable Municipal Code.
- (iii) An animal whose owner has been detained by law-enforcement officials or any governmental agency and whose welfare depends on being placed into protective custody. If the owner is arrested, impoundment fees may apply. Where protective custody is taken of an animal in the event of an emergency or natural disaster, impoundment fees may be waived.
- (iv) Any other situation reasonably deemed to be an emergency by the applicable Police Chief or its equivalent and approved by NOCO Humane's Chief Executive Officer or Director of Animal Protection and Control and reasonably related to the services provided hereunder.
- (v) Pick up of stray domestic animals in custody when another solution cannot be found.
- (vi) Pick up sick and/or injured wild animals (coyote or smaller) which pose a health or safety risk to the public.

- c. Holidays. NOCO Humane may designate up to ten (10) days per year as holidays on which calls relating to animal control shall be handled on an emergency basis only, provided, however, that no two days in a row shall be designated as holidays unless one of the two days is Christmas Day or Thanksgiving Day, and provided further, that the Fourth of July shall not be designated as a holiday due to the many animal-related problems that occur on that day.

6. Animal Shelter Operation.

- a. NOCO Humane shall operate an animal shelter at 3501 East 71st Street, Loveland, Colorado. In operating the shelter, NOCO Humane shall:
 - (i) Comply with all applicable laws, regulations, ordinances, and administrative directives.
 - (ii) Provide and maintain such facilities, instruments, and equipment necessary to operate the shelter in a sanitary, safe, and efficient manner.
 - (iii) Accept from the Towns dogs, cats, and other animals of similar size for impoundment.
 - (iv) Establish, keep, and maintain a daily register and case history of all animals impounded from the Towns and released from the shelter on

forms mutually acceptable to the Parties. Said registry shall meet the requirements of the applicable Municipal Code.

- b. NOCO Humane shall not release or otherwise dispose of any non-suffering animal impounded at the shelter before the impoundment periods prescribed by the applicable statute or Municipal Code have been satisfied.
- c. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be held for such time as directed by the Town, which time shall not be less than ten (10) days or such greater time as may be provided in the applicable Municipal Code and Colorado Revised Statutes. Any compensation received by a Town from an owner for the holding of an animal as provided in this paragraph shall be paid to NOCO Humane.
- d. No animal shall be released to its owner by NOCO Humane unless all requirements of the applicable Municipal Code, including owner's payment of impoundment fees and license fees, have been complied with. Notwithstanding the above, NOCO Humane shall be entitled to waive impoundment fees in the case of hardship or protective custody.
- e. NOCO Humane shall submit reports to the Towns on a quarterly and annual basis that include the following information, by Town, in regard to the previous quarter or year, as applicable:
 - (i) Number of licenses issued.
 - (ii) Number of calls for NOCO Humane services.
 - (iii) Average response time per call for non-priority calls and priority calls.
 - (iv) Number of animals impounded.
 - (v) Number of impound days for animals impounded.
 - (vi) Number of hours spent by NOCO Humane personnel on priority and non-priority calls.
 - (vii) Number of animals euthanized on premises.
 - (viii) Number of residents participating in NOCO Humane educational programs.
 - (ix) Number of complaints received from residents regarding enforcement or other services provided by NOCO Humane and the disposition of such complaints.
- f. NOCO Humane shall provide the Towns with quarterly and annual financial reports by Town that shall include, without limitation, an accounting of all license and impoundment fees collected hereunder.

- g. NOCO Humane shall routinely send to the Towns copies of all special reports or studies that NOCO Humane provides to its members or the public.
- 7. Audits.
 - a. NOCO Humane shall cause an independent accounting audit to be performed by a certified public accountant on an annual basis at NOCO Humane's sole cost. A copy of the audit shall be available to the Towns.
 - b. NOCO Humane agrees to make its financial and statistical records available to the Towns upon request for the purpose of conducting an audit to assess NOCO Humane's performance of the terms of this Agreement. Such audit shall be conducted during NOCO Humane's normal business hours on NOCO Humane's premises at the sole cost of the Towns.
- 8. Weapons.
 - a. The animal control officer shall not carry guns, rifles, or firearms, other than tranquilizer guns, while working within the Towns. In the event the animal control officer finds it necessary to use a weapon to destroy a vicious animal, the officer shall notify the applicable Police Department to respond and assist prior to the animal's destruction.
 - b. The animal-control officer may carry collapsible batons and pepper spray for the sole purpose of defending themselves against vicious animals. Said officer shall be required to attend and successfully complete training on the use of collapsible batons and pepper spray.
- 9. License and Impoundment Fees. NOCO Humane shall charge and collect all license fees established by each Town's Board or Council. All other fees, including impoundment fees and cost of care fees, related to NOCO Humane's operation shall be established pursuant to the applicable Municipal Code, as amended from time to time. NOCO Humane shall be entitled to retain all license, impoundment, and cost of care fees collected hereunder.
- 10. Legal Process. When appropriate, NOCO Humane shall write and serve legal process upon persons desiring to reclaim impounded animals.
- 11. Court Fines. The parties understand and agree that all fines collected by the applicable Municipal Court resulting from a criminal violation of the applicable Municipal Code shall be retained by the Towns.
- 12. Timely Performance. The parties understand and agree that the timely performance of the provisions of this Agreement is of the essence, and the failure of any party to so perform shall constitute a breach of this Agreement.
- 13. Applicable Municipal Code. NOCO Humane shall comply with all provisions of the Municipal Code applicable in each Town, as amended from time to time, and available

via the Town's website. The parties acknowledge that the terms and conditions of this Agreement are, in part, based upon NOCO Humane's expectation that the Town's ordinances in the applicable Municipal Code authorizing license and impoundment fees shall remain in effect and that NOCO Humane may retain said fees in accordance with paragraph 9 above.

14. Monitoring and Evaluation. The Towns reserve the right to monitor and evaluate NOCO Humane's performance to ensure that the terms of this Agreement are being satisfactorily met in accordance with their and other applicable monitoring and evaluating criteria and standards. NOCO Humane shall cooperate with the Towns relating to such monitoring and evaluation.
15. Independent Contractor. The parties agree that NOCO Humane shall be an independent contractor and shall not be an employee, agent, or servant of the Towns. **NOCO Humane is not entitled to workers' compensation benefits from the Towns and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, if applicable.** NOCO Humane shall be solely responsible for NOCO Humane's employees' compensation and benefits.
16. Appropriation. This Agreement shall be subject to annual appropriation and budget by each Town. The Towns shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made. NOCO Humane shall have no obligation to continue this Agreement in any fiscal year in which any Town fails to make such appropriation.
17. Insurance.
 - a. Comprehensive General Liability Insurance. NOCO Humane shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring NOCO Humane and naming each Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the services with at least Two Million Dollars (\$2,000,000) each occurrence.
 - b. Comprehensive Automobile Liability Insurance. NOCO Humane shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring NOCO Humane and naming each Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by NOCO Humane which are used in connection with this Agreement, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least Two Million Dollars (\$2,000,000).
 - c. Other Insurance. During the term of this Agreement, NOCO Humane shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.
 - d. Terms of Insurance.

- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+ as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as NOCO Humane deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Towns. NOCO Humane shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal NOCO Humane changes to "occurrence," NOCO Humane shall carry a 182 day tail. NOCO Humane shall not do or permit to be done anything that shall invalidate the policies.
 - (ii) The policies described in subparagraphs 17.a and b above shall be for the mutual and joint benefit and protection of NOCO Humane and the Towns. Such policies shall provide that the Towns, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of NOCO Humane, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Towns may carry.
 - e. Evidence of Coverage. Before commencing work under this Agreement, NOCO Humane shall furnish to the Towns certificates of insurance policies evidencing insurance coverage required by this Agreement. NOCO Humane understands and agrees that the Towns shall not be obligated under this Agreement until NOCO Humane furnishes such certificates of insurance.
- 18. Governmental Immunity Act. Nothing herein shall be deemed to be a waiver of any sovereign immunity or the limitations on liability or the protections afforded each Town as set forth in the Colorado Governmental Immunity Act or other applicable laws granting similar protection.
- 19. Termination.
 - a. For Convenience. Upon expiration the Initial Term, this Agreement will be deemed to automatically renew for four (4) successive one-year terms subject to paragraphs 16 and 20.a, unless the Towns give written notice to NOCO Humane of intent not to renew at least ninety (90) days prior to expiration. Upon termination, NOCO Humane shall be due and owing all amounts due for services rendered in accordance with this Agreement through the effective date of termination.
 - b. For Cause. If, through any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this

Agreement, or violates any applicable law, any non-breaching party shall have the right to terminate this Agreement for cause upon thirty (30) days written notice; provided, however, that the breaching party shall have the right to cure such breach within said thirty (30) day period. In the event of such termination by any Town or by NOCO Humane, the Towns shall be liable to pay their respective payment amounts pursuant to the IGA to NOCO Humane for services performed as of the effective date of termination. In no event shall any Town be liable to pay amounts owed by another Town pursuant to this Agreement.

20. Renewal.

- a. The Towns and NOCO Humane shall annually renegotiate the compensation due under paragraph 3 based upon the prior year's experience so that the Towns can budget and appropriate for the next fiscal year.
- b. If the parties are unable to reach an agreement for the next year by the end of the year covered by this Agreement, then upon the expiration of the term of this Agreement, and notwithstanding the requirement in Sec. 19.a. for 180 days notice, the parties may agree to extend this Agreement on a month-to-month basis, and the Towns shall pay to NOCO Humane their respective payment amounts (pursuant to the IGA) of the monthly sum set forth in paragraph 3 above for each month the services are performed.

21. Notices. Written notices required under this Agreement, and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Towns:

Chris Kirk, Town Administrator
Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513
Phone: (970) 344-5819
E-Mail: CKirk@berthoud.org

Aaron Adams, Town Manager
4750 Signal Tree Drive
Timnath CO, 80547

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

If to NOCO Humane:

Chief Executive Officer
NOCO Humane
3501 East 71st Street
Loveland, CO 80538

22. Miscellaneous.

- a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.
- b. Assignability. NOCO Humane shall not assign this Agreement without the prior written consent of the Towns.
- c. No Waiver. No waiver of any breach of this Agreement shall be held or construed to be a waiver of any subsequent breach thereof.
- d. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- e. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- f. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- g. Entire Agreement. This Agreement contains the entire agreement and supersedes any prior agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
- h. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

(Signature page to follow)

TOWN OF BERTHOUD

By _____
Christopher Kirk, Town Administrator

ATTEST:

Christian Samora, Town Clerk

APPROVED AS TO FORM:

Erin Smith, Attorney for Town

TOWN OF TIMNATH

By _____
Aaron Adams, Town Manager

ATTEST:

Milissa Peters-Garcia, Town Clerk

APPROVED AS TO FORM:

Carolyn Steffl, Attorney for Town

TOWN OF WELLINGTON

By _____
Patti Garcia, Town Administrator

ATTEST:

Ethan Muhs, Town Clerk

APPROVED AS TO FORM:

Dan Sapienza, Legal Advisors LLC,
Attorney for Town

NOCO HUMANE

By: _____
Judy Calhoun, CEO

ATTEST:

Rigo Neira,
Director of Animal Protection & Control

APPROVED AS TO FORM:

Tracy Oldemeyer, Attorney for NOCO Humane

Board of Trustees Meeting

Date: February 13, 2024
Subject: Resolution No. 11-2024: A Resolution Amending the Fees Charged for Research and Retrieval of Public Records and Amending the Town's Policy Regarding the Colorado Open Records Act

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

BACKGROUND / DISCUSSION

Sec. 24-72-205, Colorado Revised Statutes, provides that the maximum hourly fee charged for research and retrieval of public records may be increased by the Director of the Colorado Legislative Council Staff in five-year periods. Originally established in 2014 at \$30.00/hour, the Director of the Legislative Council Staff published a memorandum on June 21, 2019, increasing the maximum permissible fee to \$33.58/hour.

This Resolution proposes the following:

1. To increase the maximum permitted fee charged by the Town for research and retrieval of public records in accordance with the Colorado Revised Statutes from \$30.00/hour to \$33.58/hour.
2. To amend the Town's Colorado Open Records Act policy, referencing the fee established by the Board of Trustees and published in the Town's Fee Schedule.

STAFF RECOMMENDATION

Staff have identified the following for Board consideration:

1. Approve Resolution No. 11-2024 - A Resolution Amending the Fees Charged for Research and Retrieval of Public Records and Amending the Town's Policy Regarding the Colorado Open Records Act
2. Approve Resolution No. 11-2024 with amendments as specified by the Board of Trustees
3. Table consideration of Resolution No. 11-2024 to a date certain
4. Deny Resolution No. 11-2024

ATTACHMENTS

1. Reso 11-2024 - CORA Amendment
2. r19-717_update_cora_fee
3. CORA Policy - 02.24 Proposed Clean
4. CORA Policy - 02.24 Proposed Redline

TOWN OF WELLINGTON

RESOLUTION NO. 11-2024

A RESOLUTION OF THE TOWN OF WELLINGTON AMENDING FEES CHARGED FOR RESEARCH AND RETRIEVAL OF PUBLIC RECORDS AND AMENDING THE TOWN'S POLICY REGARDING THE COLORADO OPEN RECORDS ACT

WHEREAS, the Town of Wellington, in furtherance of its duty to provide open access to public records, charges a fee for research and retrieval of such records for any hours above the first hour; and

WHEREAS, Colorado Revised Statutes Sec. 24-72-205 (6) (b) provides that the maximum fee for research and document retrieval for public records may be amended with respect to the United States department of labor, the bureau of labor statistics, and the consumer price index of the Denver-Aurora-Lakewood area over five year periods by the appropriate state authority, and;

WHEREAS, on June 21, 2019, the Director of Colorado's Legislative Council Staff published a memorandum increasing the maximum hourly fee for research and retrieval under the Colorado Open Records Act (CORA) from \$30.00/hour to \$33.58/hour; and

WHEREAS, the Legislative Council staff will further amend such maximum hourly rate in June, 2024; and

WHEREAS, the Board of Trustees wishes to amend the Town's CORA Policy to capture this increase in fees charged by the Town for research and retrieval of public records and also to readdress the fees periodically with the annual review of the Town's Fee Schedule.

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

1. Effective immediately, the Board of Trustees hereby approves the increase of fees charged for research and retrieval of public records from \$30.00/hour to \$33.58/hour.
2. The Board of Trustees hereby orders that this fee of \$33.58 be published in the Town's Fee Schedule.
3. The Board of Trustees hereby orders that the Town's CORA Policy be amended, regarding the reference to fees for research and retrieval, to reference the fee for research and retrieval as may be approved by the Board of Trustees from time to time and published in the Town's Fee Schedule.
4. A copy of the amended Town CORA Policy is attached hereto.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of February, 2024.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk



Legislative Council Staff

Nonpartisan Services for Colorado's Legislature

Room 029 State Capitol, Denver, CO 80203-1784

Phone: (303) 866-3521 • Fax: (303) 866-3855

lcs.ga@state.co.us • leg.colorado.gov/lcs

Memorandum

June 21, 2019

TO: Interested Persons

FROM: Natalie Mullis, Director, 303-866-4778

SUBJECT: Colorado Open Records Act Maximum Hourly Research and Retrieval Fee

Summary

Pursuant to Section 24-72-205 (6) (b), C.R.S., the maximum hourly fee for the research and retrieval of public documents in response to a Colorado Open Records Act request will increase from \$30.00 to \$33.58 as of July 1, 2019.

Methodology

The \$3.58 increase resulted from inflating \$30 by the percentage change in the Denver-Aurora-Lakewood consumer price index for all items and all urban consumers, published by the U.S. Bureau of Labor Statistics, between the first half of calendar year 2014 and the first half of calendar year 2019. Because the U.S. Bureau of Labor Statistics has not yet released the index for the first half of 2019, the index used for the first half of 2019 represents the average of indices published for January, March, and May 2019.

Town of Wellington, Colorado

POLICY AND PROCEDURES REGARDING ACCESS TO PUBLIC RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT

I. POLICY

It shall be the policy of the Town of Wellington to make all public records available for public inspection at reasonable times in accordance with the Colorado Open Records Act ("the Act"), § 24-72-201, *et seq.*, C.R.S.

II. PURPOSE

2.1 The primary purpose of this policy is to set forth general procedures for providing town-wide, consistent, prompt, and equitable service to citizens requesting access to public records in accordance with the requirements of the Colorado Open Records Act.

The purpose of the Act is to facilitate an open and accessible government. The public has a right to know how its taxes are spent, and most documents in municipal government address the spending of taxpayers' funds in some way. The Act sets forth categories of documents to which the official custodian of records *shall allow* public access, documents to which the official custodian *shall deny* access, and documents to which the official custodian *may deny* access. If a court finds that denial of access to the document was arbitrary and capricious, the court may order that the Town pay the applicant's court costs and attorney fees in an amount to be determined by the court.

2.2 The secondary purpose of this policy is to establish reasonable and consistent fees for providing copies as authorized by the Act and to recover a portion of the cost of staff time for responding to public records requests.

III. SCOPE

This policy shall apply to all Town records and copies of information requested or released with the exception of records covered under the Criminal Justice Records Act.

IV. DEFINITIONS

The definitions found in § 24-72-202, C.R.S., as amended from time to time, shall apply unless the context clearly requires a different meaning.

V. PROCEDURES

- 5.1 The Town Clerk is the official custodian of all records which are centrally maintained by the Town. Department heads are the official custodians of all records maintained within their departments. It is the responsibility of each department head to become familiar with and to educate his/her affected employees about the standards and requirements of this policy.
- 5.2 Citizens may make formal requests in writing to the Town Clerk for copies of public records. The Town Clerk will make reasonable efforts to fill such requests immediately, at most, within the time required by state statute (three days which can be extended by seven additional working days in extenuating circumstances per § 24-72-203(3)(b), C.R.S.).

The Town Clerk shall provide a paper form and online form on the Town website for open records requests.

- 5.3 If the written request cannot be filled immediately, or if the records are otherwise not readily available at the time the request is made, the custodian and Town Clerk will set a date and time for records inspection that is within three working days of the date on which the request was made. Such period may be extended if extenuating circumstances exist (per § 24-72-203(3)(b), C.R.S.), but the total time, including the extension period, will not exceed ten working days from the date on which the request was made.
- 5.4 The records custodian is not under a duty to create any new public record in response to a request. Data and/or records need to be provided only in the format in which they currently exist. Requests in advance for “future” records, i.e. request for information on a subsequent continuing or periodic basis are not allowed. A separate request must be made each time existing data/and or records are requested. Data will not be manipulated and provided in custom formats.
- 5.5 If the requestor of the record(s) requests that copies of the record(s) be provided in digital format, the Town Clerk shall arrange for transmission of the record(s) via email or a cloud-based file sharing service. Alternatively, the requestor may provide, at their expense, a USB thumb drive for storage of the digital copies at the time the deposit is paid.

VI. CHARGES

- 6.1 Reasonable charges shall be made for any copies requested. Such charges shall be reflective of the actual costs of reproduction. The reproduction fee shall not exceed twenty-five cents per standard page for a printed copy of a public record, or a fee not to exceed the actual cost of providing a copy, printout, or photograph of a public record in a format other than a standard page.
- 6.2 On occasion, a request for public records will require more extensive research to locate a particular document or documents and/or to manipulate or redact documents to allow their release. While the Town has a clear obligation to provide public records and

information, it cannot effectively serve as a research service for citizens without affecting its ability to provide normal and usual services. Therefore, departments may charge for time spent to respond to extraordinary requests, including, without limitation, searching voluminous files for specific information, manipulating data, scanning paper records into digital formats, and redacting documents to excise confidential information. After one hour of time has been expended on the request, the Town shall impose an hourly charge for research, at an hourly rate to be established by the Board of Trustees and published in the Town's Fee Schedule and on the Town website. A time-log, describing the time spent responding to a request, shall be maintained for staff time in excess of one hour.

6.3 The Town does not charge for:

6.3.1 Requests from members of the Town Board, its boards and commissions, or other staff performing Town business. Exception: The Town will charge for election materials requested by incumbent officials who are running for office to ensure equal treatment of all candidates.

6.3.2 Election materials requested by any citizen except for reimbursement of costs incurred by the Town in obtaining such materials when such records are maintained by other governmental entities.

6.3.3 Reasonable requests from other towns, cities, or states or from professional organizations to which the Town as a whole pays membership dues, such as the Colorado Municipal League.

6.4 At the discretion of the Town Clerk, courtesy copies may be provided free of charge for infrequent requests with an insignificant impact on resources, i.e. fulfilling a request that does not require more than 15 minutes of cumulative staff time.

6.5 Upon receipt of a request for information, the custodian and Town Clerk shall create a time and cost estimate for researching, retrieving, producing, and reproducing such record(s).

6.5.1 Advance payment of a deposit by the requestor of one-half of the estimated cost is required if the estimated total cost exceeds \$50.00.

6.5.2 If a deposit is required prior to processing an open records request, the deposit must be received by the office of the Town Clerk within seven (7) days of notification of said deposit. If the deposit is not received as required in this Section, the request will be considered as abandoned and not processed.

6.5.3 If during completion of the request the time and cost estimate increases significantly, the Town Clerk shall attempt to gain approval from the requestor for the increased cost estimate and may require an additional deposit for completion of the request. Failure to gain approval for increased costs shall not diminish the requirement that the requestor pay in full prior to release of the

requested documents.

- 6.6 Prior to the release of the requested information, the requestor shall pay the total cost of the request, less any amount deposited. The requestor shall be refunded any excess amount collected.
- 6.7 In the event a requestor has at any time presented a check or draft dishonored or returned due to insufficient funds or stop payment, the Town Clerk's Office shall require any records fees or deposit required hereunder to be paid with cash or certified funds.

VII. ACCESS DENIED

- 7.1 Access to public records may be denied in accordance with the provisions of the Act. Inspection of the following public records may not be permitted:
- 7.1.1 Items Protected by Law: If, upon consultation with the Town Attorney, it is determined that the document is privileged or prohibited from disclosure under any ordinance, state statute, federal statute, or regulation issued thereunder or is prohibited by rules promulgated by the order of any court. This includes items such as:
- Personnel files, including social security numbers, home address and telephone numbers, and medical, psychological, and sociological data;
 - Sexual harassment investigations;
 - Work product and drafts;
 - Deliberative process materials, defined as material so candid or personal that public disclosure is likely to stifle honest and frank discussion within the government;
 - Letters of reference;
 - Identities of applicants, except finalists, for positions of Town Manager, Town Attorney, Municipal Judge and department and division heads;
 - Investigatory files compiled for any law enforcement purpose;
 - Addresses, telephone numbers, or financial data of past or present users of public utilities, public facilities or recreational or cultural services;
 - Real estate appraisals until the time that title passes to the Town;
 - Trade secrets, privileged information, and confidential commercial,

financial, geological, or geophysical data obtained by the Town from any person;

- Correspondence between the Town Board and constituents where it is clear that there was an expectation of confidentiality.

7.1.2 Attorney/client and work product communications that convey legal advice: Communications to or from the Town Attorney's Office or other special counsel representing the Town and anyone within the Town organization, should not be released without the consent of the client, that is the Town Board or the Town Manager, to any individuals other than those to whom the communication was directed.

7.1.3 Withheld documents: If any public records are withheld, the custodian shall provide the applicant with a statement describing each withheld document and explaining why such document is not being released.

7.1.4 Release decision: All of the above-mentioned categories of documents that are privileged or prohibited from disclosure may be released when there is a waiver submitted by the person of interest and after consultation and approval of the Town Attorney's office.

VIII. CONSTRUCTION AND INTERPRETATION

Employees who have questions concerning the interpretation or application of this policy should be directed to the Town Attorney's Office.

IX. EXCEPTIONS/CHANGE

This policy supersedes all previous policies covering the same or similar topics. Exceptions to this policy may be granted only by the Town Manager or the Town Attorney. This policy may be reviewed and changed at any time.

TOWN OF WELLINGTON, COLORADO

Request for Information Pursuant to the Town of Wellington Policy and Procedures Regarding Access to Public Records Pursuant to the Colorado Open Records Act

Date of Request: _____ Time: _____

Name of Requesting Party: _____

Address: _____

Email: _____ Phone: _____

Please select the format in which you would like to receive materials:

- ☐ View Only
- ☐ Hard Copies/Printouts
- ☐ Email/File Transfer

*not all documents are available electronically. Data manipulation fees may apply.

Description of records requested:

By signing this request, the requesting party acknowledges that, pursuant to Article VI of the Town's Policy and Procedures Regarding Access to Public Records Pursuant to the Colorado Open Records Act, the requesting party understands that reasonable charges may be made for copies requested and that additional charges may be made for staff time when extensive research is necessary to locate a particular document or documents and/or to prepare documents for release. Research and retrieval fees are chargeable after the first hour.

Do you want the Town to provide you an estimate of these costs prior to incurring such costs as a pre-condition to processing your request? ☐ Yes ☐ No

Signature of requesting party: _____

.....
(The following to be completed by a Town Representative)

Response Date and Time: _____

Method of Delivery: _____

Number of Copies (if any): _____ Charge for copies: _____ Research charge: _____

Deposit required: _____ Date deposit received: _____ TOTAL AMOUNT PAID: _____

In the event the Town denies any request, evidence of such denial and the basis therefore will be provided in writing to the requesting party.

Town of Wellington Staff Signature: _____

Town of Wellington, Colorado

POLICY AND PROCEDURES REGARDING ACCESS TO PUBLIC RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT

I. POLICY

It shall be the policy of the Town of Wellington to make all public records available for public inspection at reasonable times in accordance with the Colorado Open Records Act ("the Act"), § 24-72-201, *et seq.*, C.R.S.

II. PURPOSE

2.1 The primary purpose of this policy is to set forth general procedures for providing town-wide, consistent, prompt, and equitable service to citizens requesting access to public records in accordance with the requirements of the Colorado Open Records Act.

The purpose of the Act is to facilitate an open and accessible government. The public has a right to know how its taxes are spent, and most documents in municipal government address the spending of taxpayers' funds in some way. The Act sets forth categories of documents to which the official custodian of records *shall allow* public access, documents to which the official custodian *shall deny* access, and documents to which the official custodian *may deny* access. If a court finds that denial of access to the document was arbitrary and capricious, the court may order that the Town pay the applicant's court costs and attorney fees in an amount to be determined by the court.

2.2 The secondary purpose of this policy is to establish reasonable and consistent fees for providing copies as authorized by the Act and to recover a portion of the cost of staff time for responding to public records requests.

III. SCOPE

This policy shall apply to all Town records and copies of information requested or released with the exception of records covered under the Criminal Justice Records Act.

IV. DEFINITIONS

The definitions found in § 24-72-202, C.R.S., as amended from time to time, shall apply unless the context clearly requires a different meaning.

V. PROCEDURES

- 5.1 The Town Clerk is the official custodian of all records which are centrally maintained by the Town. Department heads are the official custodians of all records maintained within their departments. It is the responsibility of each department head to become familiar with and to educate his/her affected employees about the standards and requirements of this policy.
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Town of Wellington Staff Signature: _____

Board of Trustees Meeting

Date: February 13, 2024
Subject: Vehicle Purchase

- **Presentation: Billy Cooksey, Parks and Recreation Manager**

BACKGROUND / DISCUSSION

A new Parks Truck was approved in the 2022 budget for \$30,000. In June 2022, an amendment was approved for the amount to be increased to \$31,546. This vehicle was never purchased by the Parks and Recreation Department.

The vehicle approved in 2022 was designed to replace a failing 2004 Chevy Parks Maintenance truck. Due to turnover in the department, it was not purchased in 2022. Subsequent attempts to purchase a vehicle for the approved amount were unsuccessful due to the rapidly changing new and used vehicle market. After numerous attempts by staff to procure a new vehicle for the budgeted amount, staff investigated the potential of purchasing a used vehicle to meet the same maintenance needs of the Parks and Recreation Department. A used vehicle was identified at less cost than the original requested and budget amount from 2022, for \$28,937.50.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve the purchase of a used truck from Dellenbach Motors in the not to exceed amount of \$28,937.50, as a replacement for the 2022 budgeted but un-purchased new Park Truck.
2. Deny the approval of the used truck purchase.

ATTACHMENTS

1. Park Vehicle Budgeted 2022
2. Parks Maintenance Vehicle - Used Potential Purchase



Board of Trustees Meeting

Date: June 28, 2022
Submitted By: Dean Campos
Subject: Authorization to Purchase Parks Truck

- **Presentation: Dean Campos, Parks and Recreation Manager**

EXECUTIVE SUMMARY

A request is being made to purchase a parks truck for \$31,546. A parks truck was budgeted in the current CIP funding for 2022 at \$30,000.

BACKGROUND / DISCUSSION

The truck that the Parks and Recreation Department currently uses to tow trailers and transport mowers will not pass emissions and has reached its life span at 187,000 miles. This truck is essential to the Town's park maintenance efforts in relation to the 80 acres of landscape the Parks and Recreation Department oversees and maintains. The Town received a bid from Dellenbach Motors in the amount of \$31,546; this was the lowest bid received. Staff is requesting approval of an additional \$1,546 to purchase the parks truck to ensure staff can consistently maintain the Town's Parks, Trails and Open Spaces.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve the purchase of a truck from Dellenbach Motors in the not to exceed amount of \$31,546.
2. Vote to deny additional funding in the amount of \$1,546.

Staff recommends option #1.

ATTACHMENTS

1. PARKS TRUCK INVOICE WELLINGTON DUPLICATE 22 (1)



DELLENBACH MOTORS

KELLEY WILLCOX | 970-226-2438 EXT 109 | kwffleet@gmail.com

6/7

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

BASED ON 2022 STATE AWARD F3

\$28,521 - BASE

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20753	2022 Chevrolet Silverado 2500HD 4WD Double Cab 149" Work Truck	\$44,700.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGC	GVWR, 10,350 lbs. (4695 kg) (STD) (Included and only available with CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

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Data Version: 16670. Data Updated: Jun 6, 2022 6:16:00 PM PDT.



DELLENBACH MOTORS

KELLEY WILLCOX | 970-226-2438 EXT 109 | kwffleet@gmail.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

WHEELS		
CODE	DESCRIPTION	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00
SPARE TIRE		
CODE	DESCRIPTION	MSRP
ZHJ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)	Inc.
PAINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	\$0.00
SEAT TRIM		
CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00
RADIO		
CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Confidence Package.)	INCL \$225.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVQ	LPO, Black tubular assist steps, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	\$775.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR or FRC. Not available with FDR or FGO order type.) *CREDIT*	\$45.00
VQ2	Fleet Processing Option	\$0.00
Options Total		\$955.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✔
Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$44,700.00
Total Options	\$955.00
Vehicle Subtotal	\$45,655.00
Destination Charge	\$1,795.00
Grand Total	\$47,450.00

WELLINGTON DUPLICATE 2500

YOUR PRICE \$29,296 + \$2,250 = \$31,546

THE \$2250 IS A GM CHARGE
TO PARTIALLY OFFSET ECONOMICS.



3111 S College Ave 3111 S College Ave
<http://www.dellenbach.com>
 Fort Collins, CO 80525 Fort Collins, CO 80525
 (970) 228-2438 (970) 226-2438

Date 01/11/2024

I Desire to purchase the following car

Make Ordered	Cyl.	Year	Model
Chevrolet	8	2016	Silverado 2500
Stock Number 24387A		Mileage 103837	

E-mail Address

Record of Proposed Trade In

Trade #1

Make of Trade-In(s) Year

Model Body

MVI or

Serial No.

Current Payment

Salvage Title yes no

Payoff to

Account #

Address

City State

Phone Amt.

Given by PDM

Trade #2

Make of Trade-In(s) Year

Model Body

MVI or

Serial No.

Current Payment

Salvage Title yes no

Payoff to

Account #

Address

City State

Phone Amt.

Given by PDM

I certify that I am 18 years of age or older. Please furnish me with a statement of the terms upon which I might finance the REMAINING BALANCE DUE on this car as requested above. This is not a binding contract.

OFFEROR'S SIGNATURE

Warranty

SALESMAN, by signing this offer, agrees to submit it to Dealer for approval and acceptance.

SALESMAN'S SIGNATURE

Town Of Wellington

Address PO BOX 127

City WELLINGTON

State CO

Zip 80549-0127

Home Phone (970) 568-3284

Work Phone (970) 568-3381

Cell Phone (970) 602-7154

Type

Color

Vin #

4WD Standar

SUMMIT WH

1GC2KUEG3GZ367884

Cash Delivered Price (MSRP)

Theft Code

Dealer Installed Options:

TOTAL PRICE OF UNIT

28,438.00

Proposed Trade In Allowance

Net. Difference

28,438.00

Express Security

Delivery & Handling

499.50

Sub Total

28,937.50

Sales Tax City \$

State \$

City \$

Proposed Total Cash Trade Price

28,937.50

Payoff Owed on Trade In

Sub Total

28,937.50

Less Cash Deposit

Rebate

BALANCE DUE ON DELIVERY

28,937.50

781: Entid: 1255 / Evid: 1028267

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