TOWN OF WELLINGTON

BOARD OF TRUSTEES
February 9, 2021
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Due to social distancing and limited seating, individuals that wish to appear in person at the meeting will need to register by February 9, 2021 at 4:00 p.m. by sending an email to euckerkk@wellingtoncolorado.gov. Once seating is full, registration will be closed.
Individuals attending in person will need to arrive at the meeting by 6:20 p.m. and will be required to wear masks.

Individuals wishing to attend the meeting virtually can view and participate in the meeting at the link below or by calling into the phone numbers listed below:
https://zoom.us/j/94962931483?pwd=ajRxcURONFRLSjJDWmhnWngwNENPUT09
Passcode: 804819
Webinar ID: 949 6293 1483
Or iPhone one-tap :
US: +16699009128,,94962931483# or +12532158782,,94962931483#
Or Telephone:
US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656

Members of the public may also provide public comment or comment on a specific agenda item by sending an email to euckerkk@wellingtoncolorado.gov. The email must be received by 4:00 p.m. Tuesday February 9, 2021 and will be read into the record during public comment or public comment for the agenda item.

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment
2. Presentation
    a. Larimer County Indirect Costs

- Josh Fudge, Larimer County Budget Director

C. CONSENT AGENDA

1. Minutes of the January 26, 2021 Board of Trustees Meeting

D. ACTION ITEMS

1. Award Contract - Professional Services for Landscape and Irrigation Standards Update
   Staff Presentation: Cody Bird, Planning Director

2. Resolution No. 04-2020 - A Resolution of the Board of Trustees Making Appointments to the Wellington Parks Advisory Board

   - Staff presentation: Krystal Eucker, Town Clerk

3. Resolution No. 05-2021 - A Resolution of the Wellington Town Board Making Appointments to the Board of Adjustments

   - Staff presentation: Krystal Eucker, Town Clerk

4. Resolution No. 06-2021 - A Resolution of the Board of Trustees Making Appointments to the Community Activities Commission

   - Staff presentation: Krystal Eucker, Town Clerk

E. REPORTS

1. Town Attorney

2. Town Administrator

3. Staff Communications

   a. 3-Mile Plan Clarification

4. Board Reports

F. 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 9, 2021
Submitted By:
Subject: Minutes of the January 26, 2021 Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. January 26, 2021 BOT Minutes

BOARD OF TRUSTEES
January 26, 2021
6:30 PM

Regular Meeting

MINUTES

A. CALL TO ORDER

Mayor Hamman called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance
   Mayor Hamman asked that all rise for the pledge of allegiance.

2. Roll Call
   Mayor Troy Hamman
   Mayor Pro Tem Wyatt Knutson
   Trustee Jon Gaiter
   Trustee John Jerome
   Trustee Rebekka Kinney
   Trustee Ashley Macdonald
   Trustee Tim Whitehouse

   Also Present:
   Patti Garcia, Town Administrator
   Brad March, Town Attorney
   Judi Tippetts, Finance Director
   Cody Bird, Director of Planning
   Hallie Sheldon, Management Analyst
   Bob Gowing, Director of Public Works
   Krystal Eucker, Town Clerk
   Alex Evonitz, Engineer
   Dave Myer, Engineer
   DJ Jones, Water Treatment Superintendent
   Michael Rairdon, Larimer County Sheriff's Office Patrol Sergeant
   Lori Woodruff, Human Resources Manager
   Mahalia Henschel, Communications Specialist

3. Amendments to Agenda
   Mayor Hamman asked if there were any amendments to this evening's agenda to which there was none.

4. Conflict of Interest
   Mayor Hamman asked if there were any conflicts of interest on this evening's agenda to which there was none.

B. COMMUNITY PARTICIPATION

1. Public Comment
   Mayor Hamman opened the meeting up for public comment to which there was none.

2. Presentation

   a. Wellington Main Streets Program Annual Report
      Ms. Cooper with the Wellington Main Street program informed the Board that the Wellington Main Streets Program Annual Report for 2020 will be presented this evening which will give a snapshot of the programs over the last 12 months and highlight some of the economic impacts and how our program supports the development of downtown Wellington. In 2020 we were able to raise $6,465 in sponsorships for downtown projects and events and logged over 1700 volunteer hours with 106 of those being new volunteers that were registered this year. Over 500 hours were dedicated to COVID-19 response.

      The Colorado Main Street Program and the Colorado Department of Local Affair provided us with concept consultant services, ongoing training, and financial contributions so this year we leveraged $25,250 in funding through these services to support not only our program but our work in the Community. Additionally, over $578,739 was invested in improvements to both residential and commercial buildings within the Main Street Program area; this was both public and private investments.

      There was $17,287 in downtown beautification projects, Greetings from Wellington Mural, new historic train depot landscaping, annual color and Welcome to Historic Wellington banners.

      One of the major goals of the Main Street Program is to increase awareness of the downtown business community and support historic preservation so we took a big focus this year on doing that virtually because we had to and increasing our social media presence by investing and engaging the public in that avenue. Social media presence increased by 31% this year, which is a huge jump from what we've done in the past.

      Although many of our events were cancelled this year due to the pandemic, we were able to host one of our largest events that we've ever been able to do. We hosted 2,500 people for our Trick-or-Treat Down Main Street event which had some great response from the people who attended.

      Wellington Main Streets Program was also granted the prestigious title of Graduate Main Street Program and were featured in a nationally syndicated television series.

      As we head into this year we have already launched and started planning for our summer events.

      Mayor Hamman inquired about the $570,000 worth of investment downtown; how much of that was Cares Act Funding.

      Ms. Cooper stated that none of it was Cares Act Funding; it was private investment into home improvements or business improvements that includes both residential and commercial buildings.

Trustee Gaiter commented that he appreciates all that the Main Streets Program has done this year.

Trustee Kinney commented that she also appreciates all they have done.

b. Quarterly Treasurer's Report
Ms. Tippetts reviewed the Treasurer's Report that was included in the packet material. We had budgeted $6.8 million in revenues and the actual revenues came in at $7.8 million so we are up $960,400. Budgeted expenditures were at $7.6 million and the actual expenditures were at $5.9 million so expenditures were down by $1.7 million. The fund balance also increased by $1.8 million.

The water fund came in favorably with revenues coming in higher than expected and expenditures coming in lower than expected. Budgeted revenues were $7 million and actual revenues came in at $7.9 million. Budgeted expenditures were $4.7 million and actual expenditures were $3.3 million. There were nearly 300 taps that we brought on although we are limiting that number to a total of 300 new taps over the next three years to allow for the water plant expansion.

The sewer fund came in favorably with revenues coming in higher than expected and expenditures coming in lower than expected. Budgeted revenues were $3.4 million and actual revenues came in at $3.5 million. Budgeted expenditures were $1.8 million and actual expenditures were $1.7 million.

Almost 82% of the revenue in the general fund is coming from sales tax and impact fees. The rest of the revenues come from licensing and permits, intergovernmental, charges for services, fines and forfeitures, earnings, and miscellaneous revenues. We will be looking at these numbers closely so when budget times comes around, we won't be surprised.

Sales tax is the single largest source of revenue for the Town. The sales tax rate for the Town of Wellington is 3.0% and includes food for home consumption. Currently, the general fund receives 2% of the funds collected and the remaining 1% is split between the streets and parks departments. Sales tax collections have an estimated increase of 28% in 2020 over 2019. Approximately, 11% of this can be attributed to collection of sales taxes on e-commerce sales. In November of 2018, the Colorado Department of Revenue announced legislation requiring collection of sales taxes by online sellers. Total sales tax budgeted for 2020 was $2 million; actual sales tax collected was $2.6 million which is over a 31% increase.

The second largest source of revenue for the Town is property tax. A mill levy is a tax rate that is applied to the assessed value of a property. Currently, assessed property values are calculated by multiplying the actual value by 7.15% for residential properties, and by 29% for nonresidential properties. These percentage numbers are determined by state law. The Town of Wellington certified 13.142 mills for the fiscal year of 2021;12.439 will go to the general fund and .703 will go to a general obligation bond for water.

The factors to watch in 2021 include post COVID consumer behavior, impact of the election, impact of limited building permits and water and sewer tap fees.

C. CONSENT AGENDA

1. Minutes of the January 12, 2021 Regular Board of Trustees Meeting
Trustee Whitehouse moved to approve the consent agenda; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:
Yeas – Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays – None
Motion carried.

D. ACTION ITEMS

1. EPA Mandated "Risk and Resilience Assessment" and "Emergency Response Plan" Contract Award
Mr. Gowing informed the Board that this project was started a few months ago by Mr. Myer. Mr. Evonitz has taking over this project since joining the Town of Wellington.

Mr. Evonitz informed the Board that as a result, from a directive from the EPA, in May 2019, Wellington is obligated to complete and submit an evaluation specifically for drinking water facilities by June 30, 2021 if serving 3,301 to 49,999 people. This approval is specifically for the drinking water facilities only and will meet the current EPA mandate. A recommendation to include wastewater facilities evaluations was also suggested by staff. However, in the interest of time and money, the recommendation here is that the wastewater plant and collection system evaluation would be better addressed next year as a CIP.

There were four capable consultants (Woodard & Curran, Farnsworth, Jacobs and JUB Engineering) contacted and two responded. The respondents were JUB Engineering and Jacobs Engineering. Following an internal review of the proposals, staff concluded that Jacobs' proposal showed a superior understanding of the issues. There has been some concern about the amount of work that Jacobs has been involved with in Wellington although after an internal meeting with staff, it was clear that Jacobs had a far superior proposal to JUB Engineering.

Trustee Gaiter inquired as to the consequences if this is not completed.
Mr. Evonitz stated he is not sure what the penalty would be although it could be fines as the EPA is big on fines and probably a warning but obviously, we want to stay in compliance with the EPA.

Trustee Gaiter inquired as to the amount for the other contract as it was mentioned that it was a little lower.
Mr. Evonitz stated it was roughly $79,000.

Trustee Gaiter commented that it is about a 20% difference between the contracts.
Mr. Evonitz stated one issue is the amount of staff time it would take to bring another firm up to speed.

Trustee Jerome inquired if JUB worked on the Nano Project.
Per Mr. Gowing; yes.

Trustee Jerome commented that the Nano Plant Project came in late and very over budget and feels JUB was on that project.

Mayor Hamman inquired as to the major fires in the area recently and if that is what this pertains to.
Mr. Evonitz stated it is a combination of that and Wellington's operational program.

Mayor Hamman inquired if the Town will be in a position to deal with the "dirty water" that could flow down.

Mr. Gowing stated most of the Town's water comes from the North Poudre Irrigation Company System with the remainder coming from the ground water wells which have built in filters. Our delivery system is shallow, so we had the opportunity to go in and clean out sediment.

Trustee Gaiter inquired as to the not to exceed amount and if that will change.

Mr. Evonitz stated it is truly a not to exceed amount and will not change.

Mayor Hamman opened the meeting up for public comment.

Kathy Wydallis, 3405 Revere Court, Wellington, CO inquired if resilience means recovering from a disaster and if there is a power outage, is there a generator that will keep the water plant running.

Mr. Evonitz stated resilience is difficult to define but it is everything associated with delivering quality drinking water to the Town.

Mr. Gowing stated there were two generators purchased by the Town and we are working on a manual transfer switch to keep things going in a power outage.

Trustee Gaiter moved to approve the contract for Mandated Risk and Resilience Assessment and Emergency Response with Jacobs with a not to exceed amount of $98,643; Trustee Jerome seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays – None
Motion carried.

2. Resolution No. 03-2021 - A Resolution Extending Conditions of Approval of Poudre School District Annexation

Mr. Bird informed the Board that Ordinance 4-2020 was adopted conditionally annexing the Poudre School District Annexation into the Town, conditioned upon entering into an annexation agreement within 180 days of the adoption of the ordinance. As a result of negotiations with Poudre School District and the need to approve a development agreement concurrently with the annexation agreement, the agreements were approved outside the 180-day timeframe contemplated in the original ordinance. An extension to the conditions of Ordinance 4-2020 is needed for the purpose of obtaining required signatures and recording the necessary documents to complete the annexation. An extension can be granted by adoption of a resolution.

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

Trustee Whitehouse moved to approve Resolution 03-2021; Trustee Jerome seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays – None
Motion carried.

3. In Person Board of Trustee Meetings

Ms. Garcia informed the Board that staff has been working on getting the Leeper Center prepared for in person or hybrid meetings for the Board of Trustees. As with any AV system changes, there is always things that happened that we're not prepared for, which is why we started planning several weeks ago to give us time to be ready. Staff will be doing another run through on Monday to work through any issues. One of the things we are running up against is how to seat the Board of

Trustees that want to attend in person. The microphones are stationary and can't be moved and we are still required to have the six-foot distancing so that piece is still being worked through. We will be measuring tomorrow to see how the Board can be arranged in the Chambers although we are guessing there can be four or five Trustees at a time.

Some other things that staff has discussed is the mask requirement, the six-foot distancing and disinfecting the podium and how to enforce those things.

There has been 129 cases and two deaths since January 1st, so you know that there are still cases increasing.

Staff is ready to support the Board of Trustees if they want to move forward with in-person or hybrid meetings and are willing to be there. There will be some staff that will still be joining virtually.

Mayor Hamman inquired if there will be law enforcement at the meetings.

Sgt. Rairdon stated he would be at the meetings.

Trustee Jerome stated let's get in person.

Trustee Whitehouse commented that for effective communication, you probably might need to look at something that isn't stationary.

Ms. Garcia stated some of the issue and part of the reason why they are stationary and grounded is to use the Zoom platform so the public can view the meeting and still participate. There are a lot of moving pieces to make this all work.

Ms. Eucker stated Xcite Audio set up new microphones and a new amplifier system, so the audio is a lot clearer in the Board Chambers and will be clearer when streaming over Zoom.

Trustee Gaiter commented that he thinks it would be good for the Board to go back to in-person, or at least a hybrid so we can have some people in person or individuals that want to attend remotely can still do so. When this all first started, the chairs were set up six feet apart before the meetings and that worked well. The public that came to the meetings understood why it was being done, they just went in and sat down so I don't think we would see much of a problem with that.

Trustee Whitehouse commented that the last time we had it set up we were using the Senior Center side so will we be using that or are we just back to the Chambers side.

Ms. Eucker stated the AV system is just set up in the Board Chambers so would not include the Senior Center side.

Trustee Kinney commented that she is in favor of doing hybrid meetings so long as we always protect the right for people to attend online. The feedback I have received is that families with young children are able to participate in our meetings now and they never were able to before. I am fine with hybrid meetings, but I do not want to force anyone, staff, community members, Trustees or otherwise to have to attend in person.

Mayor Hamman stated he is in favor of going back to in-person.

Ms. Garcia commented that there may be some hiccups in the first meeting or two so hang in there with us.

Mayor Hamman opened the meeting up for public comment.

Shirrell Tietz, 4525 Ingalls Drive, Wellington, CO thanked the Board for going to in person meetings and appreciates the opportunity to attend virtually as she may not always be able to attend in person.

Kathy Wydallis, 3405 Revere Court, Wellington, CO thanked the Board for considering in person meetings and would like to see thing open back up.

Mike Clark, Sage Meadows, Wellington, CO thanked the Board for looking into ways that we can open back up.

Trustee Gaiter moved to go back to in person meetings with a hybrid option; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays – None
Motion carried.

E. REPORTS

1. Town Attorney
Mr. March stated we did get a request filed by the proponents on both marijuana actions to extend the deadline for them to file their briefs for 90 days which gets us to the end of April.

2. Town Administrator
Ms. Garcia commented that she has been with the Town for almost two months now and its been a crazy two months but feels like she is getting acclimated so she will be stepping out of some of the details of some projects and will move focus onto other items. Sheryl Trent will be reaching out to the Board to schedule a meeting regarding the strategic plan

3. Staff Communications
None

4. Board Reports
Trustee Gaiter commented that he had the opportunity to attend the County meeting and felt like the County was demeaning and dismissive regarding public comment, he is appreciative of how Wellington is handling public comments.

F. EXECUTIVE SESSION

1. An executive session pursuant to C.R.S. § 24-6-402 (4)(f)(I) concerning personnel matters and the employee who is the subject of the session has not requested an open meeting (Town Attorney review)

Trustee Jerome moved to go into executive session pursuant to C.R.S. § 24-6-402 (4)(f)(I) concerning personnel matters and the employee who is the subject of the session has not requested an open meeting (Town Attorney review); Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays – None
Motion carried.

The Board of Trustees moved into executive session at 8:00 p.m.

Trustee Gaiter moved to close the executive session; Trustee Jerome seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays – None
Motion carried.

The executive session was closed at 9:11 p.m. and the regular meeting resumed.

G. ADJOURN

Upon a motion duly made, the meeting was adjourned at 9:11 p.m.

____
Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: February 9, 2021
Submitted By: Cody Bird, Planning Director
Subject: Award Contract - Professional Services for Landscape and Irrigation Standards Update
Staff Presentation: Cody Bird, Planning Director

EXECUTIVE SUMMARY

The Town adopted a Water Efficiency Plan in 2019 to identify and guide strategies for efficient use of the Town's water resources. The Plan identifies activities that can be implemented to achieve reductions in overall water demand. One of the activities identified is reducing the use of Town-treated water for outdoor irrigation of landscaping. Reducing the volume of Town-treated water for outdoor irrigation can preserve the Town's water supply resources for the future and can limit cost increases associated with treating water for non-drinking purposes. Demand on the Town's water treatment systems can be reduced by updating the Town's landscape design requirements and standards for outdoor irrigation. The Town solicited proposals from qualified professionals to assist with guiding an update to the Town's landscaping requirements and to create new standards and best practices for outdoor irrigation. Logan Simpson Design, Inc. was identified as the team with the most experience and best proposal for undertaking the identified landscape code and irrigation standards updates. A contract for professional services is attached with this report and the recommendation is to award the contract to Logan Simpson Design, Inc. in an amount not to exceed $41,202.

BACKGROUND / DISCUSSION

The Town's Water Efficiency Plan was developed in 2018 and adopted by the Board of Trustees in 2019. The Plan identifies water efficiency goals and strategies to reduce the overall water demand of the community. Strategies identified as having the biggest impacts to reducing water demand include completing a water rate study (complete), updating water utility rates and new development water rates (complete and ongoing evaluation), installation of Advanced Metering infrastructure (underway), and updating the Town's outdoor landscape design requirements and standards for outdoor irrigation (current proposal).

The current landscaping standards in the Town's land use code do not address limitations on water supply and the standards do not adequately identify landscaping options that promote water savings.

- The current land use code requires new developments to prepare a landscaping plan for site plan review and includes minimum requirements for trees, shrubs, and living groundcover, including minimum requirements for provision of permanent irrigation for required landscaping. Historic implementation of the minimum standards has resulted in landscapes that are attractive but require significant water use, especially for large areas of turf grass to meet the groundcover requirements.
- Updating landscaping standards for commercial and residential landscapes to encourage water savings will benefit business owners, homeowners and the community by lowering long-term maintenance needs, ensuring landscapes remain attractive even during times of high heat and drought, and long-term cost savings from reduced outdoor water needs.
- Creating irrigation standards and best practices will reduce the overall outdoor water demand by minimizing water waste from over-irrigation, maximizing use of non-potable irrigation methods, and establishing consistent application of outdoor watering practices.

- Applying landscape and irrigation standards to new developments will ensure that new public parks, open spaces and street yards, as well as private HOA-maintained open spaces are designed in ways that promote efficient use of water and that create landscapes appropriate for the use of the spaces.

In November of 2020, the Town issued a Request for Proposals (RFP) seeking professional services to assist in preparing updates to the Town's landscape design requirements and to prepare irrigation standards for the Land Use Code. The RFP process utilized by Town staff to solicit and select a professional service provider is consistent with the Town's adopted purchasing policy.

- The Town received proposals from 2 qualified organizations.
- A selection committee consisting of Town staff evaluated the proposals and selected a finalist for interview.
- Following an interview with the finalist, the selection committee recommends contracting with Logan Simpson Design, Inc. (Logan Simpson).
- Town staff worked with Logan Simpson to revise the final scope of work and fee. The contract amount of $41,202 is a reasonable cost for the professional services requested. The scope of services is included as Exhibit A to the contract.
- Funding is available within the capital project funds budgeted for Water Efficiency Program Equipment (GL# 211-80-5013) and Planning Department professional services funds budgeted for Engineering Services - Municipal (GL# 201-18-5355).

Updating the Town's landscaping design requirements and irrigation standards is consistent with and supports the Strategic Plan adopted by the Board of Trustees:

- Intentional Growth and Development - Goal 3: Comprehensive Plan - alignment and execution
- Sustainable Infrastructure - Goal 1: Ensure adequate current and future water resource, treatment and delivery
- Community Engagement - Goal 3: Develop communications strategy for Town's Water Conservation Plan

STAFF RECOMMENDATION

Approve a contract for professional services with Logan Simpson Design, Inc. in an amount not to exceed $41,202 and authorize the Mayor to execute the contract.

ATTACHMENTS

1. Contract for Professional Services
2. Presentation Slides

L O G A N S I M P S O N

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of__________________, 2021, by and between the Town of Wellington, Colorado, (Owner), and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson (Consultant), for the Landscape and Irrigation Standards (Project).

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES: Consultant's Scope of Services (Services) to Owner shall consist of those tasks for the Project described in Exhibit A (Scope of Services and Fees), which is attached and made part of this Agreement.

2. COMPENSATION AND INVOICING:

A. For satisfactory performance of services, Owner shall pay to Consultant the lump sum compensation of $41,202, as shown in Exhibit A.

B. Consultant shall submit a progress report, if requested, and a monthly invoice for all work completed each month, in the form required by Owner, if any. Owner shall pay Consultant within 30 days of the invoice date.

3. SCHEDULE: Services under this Agreement shall begin upon notice to proceed and be completed in accordance with the agreed upon Project schedule.

4. RESPONSIBILITY OF CONSULTANT:

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Owner.

B. Neither Owner's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. Consultant shall appoint an individual acceptable to Owner to serve as Consultant's Project Manager and primary contact for the day-to-day activities of Consultant under this Agreement. During the term of this Agreement, Consultant shall be available for consultation at such times and at such location as Owner from time to time may direct.

D. Consultant shall not make changes to key personnel designated in its proposal for the Project without Owner's prior approval which shall not be unreasonably withheld. Approval by Owner of any personnel or subcontractor shall not relieve Consultant of its liability or responsibility for the proper performance of the Services under this Agreement.

E. Consultant agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Consultant shall indemnify and hold Owner harmless from any and all fines, penalties, costs, or liability arising from Consultant's failure to comply with all applicable laws.

F. Consultant represents and warrants to Owner that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Attachment A in any jurisdiction covered by this Agreement.

G. Consultant represents and warrants to Owner that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.

5. REVIEW AND INSPECTION: Representatives from Owner are authorized to review and inspect Project activities and facilities during Consultant's normal business hours.

6. STANDARD OF CARE: Consultant represents that the Services performed by Consultant under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality as the Project under similar conditions.

7. OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall become and remain the property of Owner upon final payment to Consultant. Consultant shall not be responsible for the unauthorized reuse or modification of its work product.

8. CHANGES IN THE WORK: At any time after execution of this Agreement, Consultant may identify, or Owner may request or direct, changes in Consultant's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Consultant under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, Consultant shall promptly notify and submit to Owner, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Consultant's time or cost is justified, Owner will issue an addendum to this Agreement. Consultant shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by Owner.

9. CONTRACT RENEGOTIATION, MODIFICATIONS AND AWARD OF RELATED CONTRACTS: This Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by the parties hereto, and attached to the original signed copy of the Contract. The Owner may undertake or award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Owner in all such cases. The Owner, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

10. INDEPENDENT CONSULTANT: Consultant shall at all times be an independent contractor under this Agreement with respect to performing services for Owner and is responsible for the means and methods used in performing the Services. The employees furnished by Consultant to perform the Services shall be and are Consultant's employees exclusively, and shall be paid by Consultant for all services in connection with this Agreement. Consultant shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

11. **CONFIDENTIALITY:**

A. In the performance of the Services, Consultant may acquire confidential information from Owner. Consultant shall not disclose to anyone not employed by Owner, nor use except on behalf of Owner, any such confidential information acquired in the performance of the Services except as authorized by Owner in writing and, regardless of the term of this Agreement, Consultant shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Owner business and information concerning the Services (either directly or indirectly acquired by Consultant, its agents or employees or developed by Consultant, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Owner without restriction. Notwithstanding the foregoing, Consultant may disclose confidential information if required by law or court order.

B. Consultant agrees that all tangible, as well as intangible forms of Owner confidential and proprietary information which Consultant acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Consultant would exercise with respect to his or her own similar property and shall be returned to Owner upon request.

12. **INDEMNIFICATION:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its officers, directors and employees, against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, incurred in connection therewith, resulting from, or arising out of the negligent acts, errors or omissions of Consultant, its subcontractors, or anyone else for whom Consultant is legally liable, in the performance of Consultant's services under this Agreement. Consultant shall not be obligated to indemnify Owner in any manner whatsoever for Owner's own negligence. In no event shall Consultant's liability to indemnify exceed the amount of its available insurance proceeds.

13. **INSURANCE:**

A. Consultant shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.

1. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
2. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars ($1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
3. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities for the use of owned, hired and non-owned vehicles.
4. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars ($1,000,000) per claim and in the aggregate.

B. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to Owner prior to expiration of the current policies.

C. Owner may immediately, and without notice, have all compensation withheld or suspended, suspend Consultant from providing further Services, or terminate Consultant from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this section.

D. Consultant shall require its subcontractors to indemnify Owner on the terms required by this Agreement and shall include Owner, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Consultant's coverage shall be deemed primary insurance to any similar insurance maintained by Owner.

E. Consultant shall include a Waiver of Subrogation in favor of Owner on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.

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

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

H. The Owner reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

14. RECORDS RETENTION AND MAINTENANCE: Consultant shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

15. TERMINATION:

A. Owner may, by written notice to Consultant, terminate this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this contract, whether completed or in process.

B. Owner shall pay Consultant for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses.

C. Owner may suspend Consultant's Services for such period of time as Owner deems necessary. If such suspension is for Owner's convenience, Owner will issue a change order in accordance with Section 8.

D. The rights and remedies of Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

16. DISPUTES: If any dispute arises out of or relates to this Agreement, or the breach thereof, if the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree to submit the matter to arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The prevailing party in any arbitration or legal action between the parties herein shall be entitled to recover reasonable compensation of its attorney's fees and all costs incurred in such an action. The determination of the prevailing party and the amount of compensation to be awarded to that party shall be made by the judge or arbitrator who decides the claim, dispute or other matter. Interest shall also accrue and be payable on all liquidated, non-contingent sums at the rate of six percent (6%) from the date such sums became due and payable.

17. CONFLICTS OF INTEREST: The Consultant stipulates that none of its officers or employees are officers or employees of the Town of Wellington unless disclosure has been made in accordance with Town ordinances and policies. Furthermore, the Consultant certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the Town of Wellington to secure favorable treatment with respect to being awarded this contract. The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Town or a disclosure which would adversely affect the interests of the Town. The Consultant shall notify the Town of any potential or actual conflicts of interest arising during this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Town or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists. A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the Town or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

18. AFFIRMATIVE ACTION: Consultant shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, Consultant shall comply with all policies, plans and procedures Owner may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

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

20. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS: This paragraph shall apply to all Consultants whose performance of work under this Contract does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Consultant represents and agrees that:

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

ii. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.
iii. Consultant shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Consultant is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.
iv. Consultant is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
v. If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Consultant shall:
(a) Notify such subcontractor and the Town within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
vi. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
vii. If Consultant violates a provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Contract. If this Contract is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of Consultant's violation of Subsection 8-17.5-102,C.R.S.
viii. The Owner will notify the Office of the Secretary of State if Consultant violates this provision of this Contract and the Owner terminates the Contract for such breach.

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

22. SUCCESSORS AND ASSIGNS: Consultant shall not subcontract any part of the Services without prior written consent of Owner. Neither Consultant nor Owner shall assign any financial interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.

23. SEVERABILITY AND SURVIVAL:

A. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

B. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

24. GOVERNING LAW: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Colorado.

25. ENTIRE AGREEMENT: This Agreement together with the Attachments identified herein constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified or cancelled by a duly executed written change order document.

IN WITNESS HEREOF, Owner and Consultant have executed this Agreement as of the date first above written.

FOR OWNER:
Town of Wellington
A Colorado Municipality

____

Troy Hamman
Mayor

FOR CONSULTANT:
Logan Simpson Design Inc.
An Arizona corporation

Jana McKenzie Digitally signed by Jana McKenzie
Date: 2021.02.03 13:48:02 -07'00'

____

Jana McKenzie
Principal

TASK 1. MEETINGS, COMMUNITY ENGAGEMENT, AND PROJECT MANAGEMENT

1.1 ONGOING PROJECT MANAGEMENT

In order to ensure an efficient and timely project that meets the expectations of the Town, our team will hold coordination calls with key staff every other week for the duration of the project. During these meetings we will discuss coordination items relevant at the time of the call as well as review documents in "real time" for efficiency. The first meeting will be a kickoff meeting with Town staff. The primary purpose of the meeting will be to discuss: the preferred channels of communication and data acquisition; potential stakeholders to engage; and approach and project schedule.

Deliverables

- *Meeting summary emails, as appropriate*
- *Staff coordination calls every-other week*

1.2 STAKEHOLDER INTERVIEWS

We will work with Town staff to identify interested stakeholders and determine how each group will most productively participate in the process. Stakeholder roles can range from one-on-one interviews, to focus groups, or public/developer forums.

As an integral part of developing Landscape and Irrigation Standards, our team will hold stakeholder meetings to gather feedback on existing standards and current development trends from the perspective of those who are developing, building, and operating businesses in the community. In light of the pandemic, these meetings will be held virtually via Zoom or Teams to respect public safety regulations. City staff will initiate communication with the stakeholders. Logan Simpson will conduct up to eight (8) one-hour virtual meetings.

Deliverables:

- *Meeting agendas as needed, and meeting summaries*

1.3 PLANNING COMMISSION WORKSESSIONS

It is imperative that Planning Commission be on board with any proposed standards; therefore, our team will hold two (2) worksessions with the commission. The first worksession will be held following stakeholder outreach and initial analysis to report on what was discovered during stakeholder outreach, present the finding of the foundation documents detailed below, and discuss the path forward. The second meeting will be held toward the end of the process to present the preliminary recommendations for the Landscape and Irrigation Standards.

Deliverables:

- *Planning Commission Worksessions (2), meeting materials, facilitation, meeting summaries*

1.4 TOWN BOARD APPROVALS

Our team will support staff with presentations of the final document at Town Board of Trustees public hearings. This effort will include a worksession to present the preliminary recommendations of the Landscape and Irrigation Standards and the key elements within the document. Any revisions identified will be addressed prior to the final adoption hearing.

Logan Simpson will incorporate staff, Planning Commission, and Board of Trustee responses into the final document to accompany an ordinance prepared by Town Staff for the final Board of Trustees adoption hearing.

Deliverables:

- *Town Board of Trustees Hearings (2) presentations*

TASK 2. FOUNDATION

2.1 EXISTING STANDARDS SUMMARY

As part of our Zoning and Subdivision Regulations Update contract we have become familiar with the existing landscape standards at a preliminary level. Following the project kickoff, our team will dive deeper into review of existing regulations to assess what the current framework, what's working, and what's not and determine the specific barriers to sustainable landscape and irrigation standards. Additionally, during this task, we will begin to prepare the list of questions and/or optional approaches to discuss through stakeholder interviews.

Deliverables:

- *Assessment memo describing our findings and potential questions*

2.2 BEST PRACTICES

We will document best practices in other communities which will highlight successful implementation of sustainable landscape and irrigation strategies in peer communities as well as identify potentially innovative techniques that could be applicable to the Town of Wellington. This task will result in database of best practices that will be narrowed down to include the relevant information in the final report.

Deliverables:

- *Best practices white paper*

2.3 EXISTING LANDSCAPE TYPE INVENTORY

To provide a baseline, our team will perform an inventory of existing landscape types in and around the Town of Wellington. We will categorize landscape types and calculate typical irrigation water use for eight (8) landscape types to potentially include: residential; commercial and industrial; parks, open space and schools; and streetscape. We will begin to assess what each of these types might look like with 50% less water, 75% less water, and so on, to determine appropriate thresholds for water reduction targets.

Deliverables:

- *Inventory database to include images, descriptions and water use data*

TASK 3. CHOICES

3.1 DESCRIBE CHARACTERISTICS OF PROTOTYPICAL LANDSCAPE TYPES

Building on the inventory completed in Task 2, our team will begin to define prototypical landscape types to reflect the appropriate and desired water reduction thresholds. By way of text and preliminary character sketches, the basic characteristics of each prototype will be described for further discussion with staff. The Prototypical landscape types will be further refined throughout the process prior to being included in the final report.

Deliverables:

- *Preliminary prototypical landscape character sketches and associated average water use*

3.2 LIST OF POTENTIAL REGULATORY TOOLS

Our team will develop a memo of recommended tools to regulate potential landscape and irrigation standards. The list could include building permits, subdivision regulations, zoning regulations, and incentive programs. The list will be based on successful implementation tools that arise from the best practice research that are most applicable to Wellington. The list will be discussed with staff and narrowed down through the process to a set of preferred tools to include in the final document.

Deliverables:

- *Memo outlining potential regulatory tools*

4. PRELIMINARY RECOMMENDATIONS

4.1 INITIAL DRAFT REQUIREMENTS

We will work directly with key staff as we develop the initial text of our recommended landscape and irrigation standards, beginning with an annotated outline to communicate the proposed content to ensure the desired level of detail. The draft text will include an introduction, purpose and applicability section in addition to a brief summary of the process used to develop the standards. The draft text will identify potential graphics that would support the text, and describe recommended methods to implement a sustainable approach to landscape and irrigation.

Deliverables:

- *Draft Landscape and Irrigation Standards in Word format for collaboration with Staff*

4.2 GRAPHICS OF EXAMPLE LANDSCAPE PROTOTYPES

To support the text in the draft standards document, our team will prepare two landscape prototype graphics for each of the four use types (residential, commercial/industrial, parks/open space/schools, and streetscapes) to illustrate the desired landscape palette. Each prototype will include typical irrigation water demand. Specific graphics for buffer yards will be developed as needed.

Deliverables:

- *Eight (8) prototype sketches, two for each of the four use types, and buffer yards*

4.3 RECOMMENDED BEST PRACTICES

As a part of task 4.1 above, our team will refine the best practices to reflect those more relevant to the proposed recommendations for landscape and irrigation standards. A final draft of the relevant best practices will be compiled for inclusion in the final Landscape and Irrigation Standards document.

Deliverables:

- *Final Best Practices Recommendations in Word format*

TASK 5. FINAL LANDSCAPE AND IRRIGATION STANDARDS

5.1. FINAL REVIEW DRAFT LANDSCAPE AND IRRIGATION STANDARDS DOCUMENT

Following feedback from staff and Planning Commission on the preliminary recommendations, our team will compile a complete draft document of the requirements, landscape prototype graphics, and monitoring and enforcement tools. The document will contain a balance of text, original graphics, and representative imagery. Additional feedback will be gathered from staff, Planning Commission, and Town Council and final edits made to the document based on the direction given by staff.

Deliverables:

- *Draft document prepared in InDesign and printed to PDF*

5.2 FINAL LANDSCAPE AND IRRIGATION STANDARDS DOCUMENT

All graphics and text will be updated per the feedback gathered in task 5.1 and the final document packaged for delivery to the Town of Wellington in InDesign and PDF formats.

Deliverables:

- *Final Landscape and Irrigation Standards document and files*

FEES

TASK 1. MEETINGS, COMMUNITY ENGAGEMENT, AND PROJECT MANAGEMENT	$4,248
TASK 2. FOUNDATION	$11,045
TASK 3. CHOICES	$5,410
TASK 4. PRELIMINARY RECOMMENDATIONS	$14,888
TASK 5. FINAL LANDSCAPE AND IRRIGATION STANDARDS	$5,611
TOTAL	$41,202

Award Contract

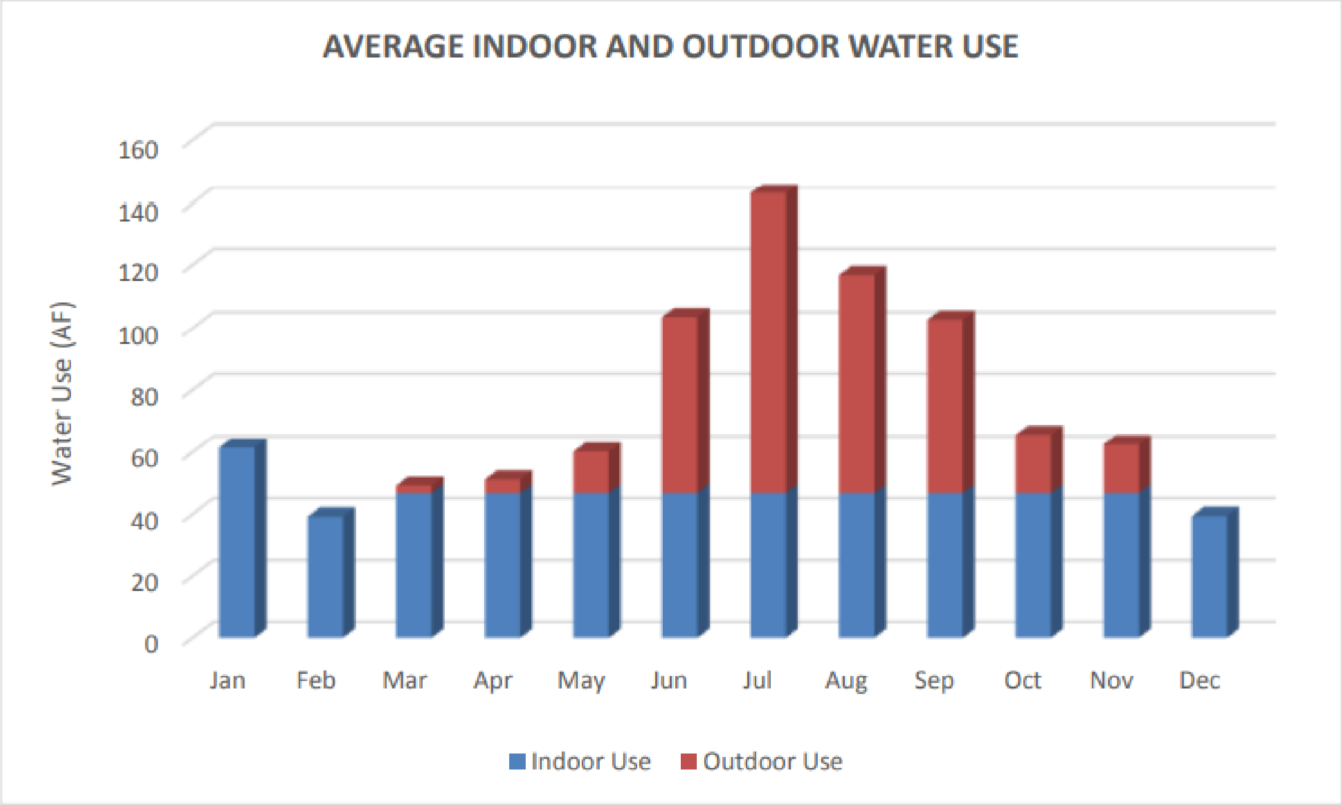
Professional Services for
Landscape and Irrigation Standards Update

TOWN OF
WELLINGTON

Water Efficiency Plan (2018)

- Adopted June 2019
- Purpose: identify goals, track metrics, determine priorities related to water use and preservation of town water resources
- Activities identified in plan include:
    - Advanced metering installation (*in progress*)
    - Water rate study (*completed*)
    - Water tap fee changes (*completed*)
    - Educational activities (*in progress*)
    - Landscape design ordinance (*proposed*)

Figure 6: Average Indoor and Outdoor Treated Water Use (2013 – 2017)



Town's Land Use Code

- Current Code Requirements:
  - Minimum requirements for landscaping
  - Minimum requirements for living groundcover (turf grass)
  - Requirements for permanent irrigation

Town's Land Use Code

- Limitations of Current Code:
  - Does not address limitations on water supply for landscaping standards
  - Does not identify landscaping that promotes water savings
  - Does not promote a variety of landscape types for different land use needs (parks, commercial sites, residential yards, street yards, etc.)

Benefits of Landscape Code Update

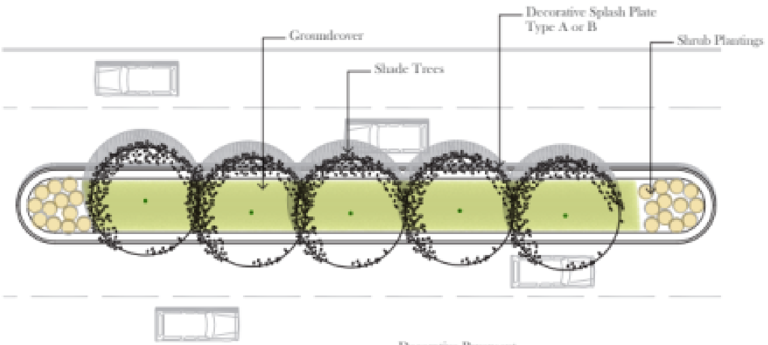
- Encourage water savings
- Lower long-term maintenance needs
- Attractive landscapes during periods of drought or water supply shortages
- Cost savings from reduced outdoor-irrigation needs

Irrigation Standards

- Landscape inventory to identify water reduction thresholds
- Prototypical landscape types based on water reduction
- Irrigation best practices (type, quantity, time of day, etc.) for various landscape settings
- Monitoring and enforcement tools

low intensity

The low intensity garden median is characterized by a formal tree canopy with a uniform groundcover, and formally planted shrub massings at both ends of the median. The shrub massings are 3 feet (maximum) in height to provide ample site distance. This option is low in cost and may be most suitable for Urban Residential Areas.



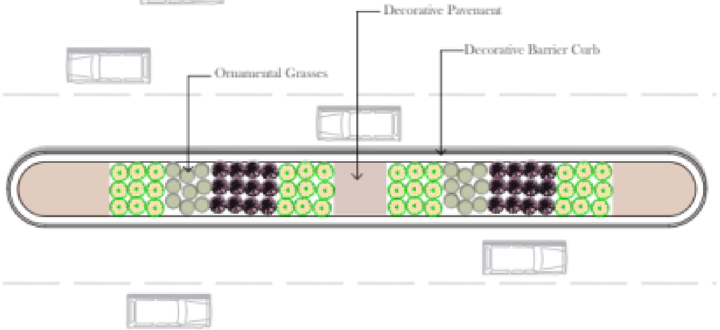

Trees with Shrubs/ Groundcover


Shrubs

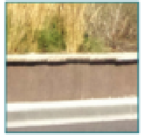

Trees

medium intensity

The medium intensity garden median is characterized by formal ornamental grass plantings and decorative pavement. This option may be suitable for Community Business and Central Business Districts, and Activity Centers.



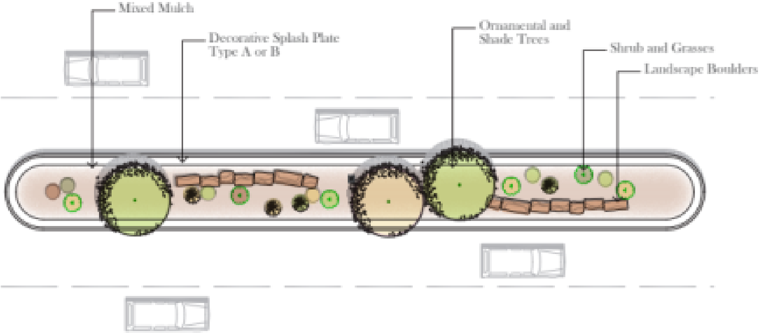

Ornamental Grasses with Decorative Barrier Curb


Decorative Pavement


Ornamental Grasses

high intensity

The high intensity garden median is characterized by informal tree and shrub plantings, landscape boulders, and decorative rock mulch. The plant palette is diverse but the quantity is minimal. The high intensity garden median would be most appropriate for gateways into major Commercial Activity Centers.




Shrub, Tree and Grass Plantings


Mixed Mulch

Landscape and Irrigation Standards Update

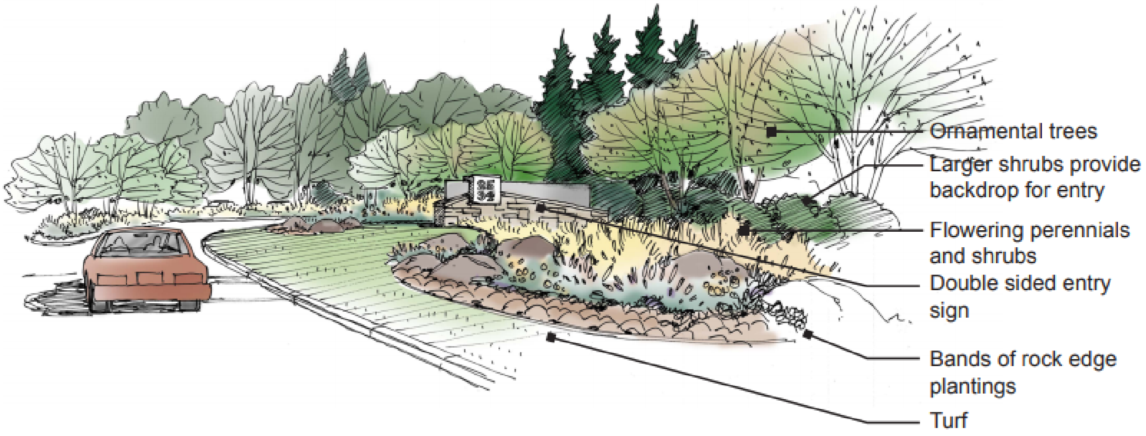
- Key highlights from project scope
  - Water reduction by changing landscaping standards
  - Include more drought and heat resistant plants
  - Modernize irrigation standards to encourage establishment and maturity
  - Align landscaping with intent, activity, and use of space
  - Flexibility and balance between regulation and preferences for design elements

Proposal Selection

- Logan Simpson Design, Inc.
    - Local knowledge and presence
    - Understands community preferences (working on Comprehensive Plan and Land Use Code updates)
    - Experience with rewriting landscape and irrigation standards for other Colorado communities
    - Understanding of unique Colorado water challenges
    - Balanced approach to understanding the technical aspects of landscaping and irrigation and obtaining input from stakeholders and the public

Recommendation

- Award contract to Logan Simpson in a not to exceed amount of $41,202.



TOWN OF WELLINGTON

Board of Trustees Meeting

Date: **February 9, 2021**

Submitted By:

Subject: **Resolution No. 04-2020 - A Resolution of the Board of Trustees Making Appointments to the Wellington Parks Advisory Board**

- **Staff presentation: Krystal Eucker, Town Clerk**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

On February 4, 2021, Trustee Macdonald along with town staff and members of the Wellington board and commissions conducted advisory board interviews for the Wellington Parks Advisory Board, Board of Adjustment, and the Community Activities Commission. Pursuant to those interviews, the following individuals are being recommended for appointment:

Wellington Parks Advisory Board

- Robert Sausaman - term expiring January 2023
- Christine Gaiter - term expiring January 2024

STAFF RECOMMENDATION

ATTACHMENTS

1. Resolution 04-2021
2. Robert Sausaman
3. Christine Gaiter

TOWN OF WELLINGTON

RESOLUTION NO. 04-2021

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON MAKING APPOINTMENTS TO THE WELLINGTON PARKS ADVISORY BOARD

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado (the "Board") has adopted and reenacted the Wellington Municipal Code (the "Code"); and

WHEREAS, the Code provides for appointment of a Wellington Parks Advisory Board Member as called for by Chapter 2, Article 13; and

WHEREAS, Section 2-13-20 of the Code provides that membership terms of members of the Wellington Parks Advisory Board shall be three (3) year staggered terms; and

WHEREAS, the Wellington Parks Advisory Board currently has two (2) vacant seats; a term expiring January of 2023 and a term expiring January of 2024; and

WHEREAS, The Town accepted applications for candidates to fill the vacancies; and

WHEREAS, candidates were interviewed on February 4, 2021 and recommendations were made to fill vacant seats.

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

1. Appointment of Robert Sausaman to the Wellington Parks Advisory Board to fill a vacancy with a term ending in January, 2023.

2. Appointment of Christine Gaiter to the Wellington Parks Advisory Board to fill a vacancy with a term ending in January, 2024.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of February, 2021.

TOWN OF WELLINGTON

By: ____________________________
Troy Hamman, Mayor

ATTEST:

____
Krystal Eucker, Town Clerk

From:	noreply@civicplus.com
To:	Michelle Sowder; Mahalia Henschel; Krystal Eucker
Subject:	Online Form Submittal: Application for Board or Commission Vacancy
Date:	Tuesday, January 19, 2021 9:02:25 PM

Application for Board or Commission Vacancy

Eligibility Requirements
- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to?	Parks Advisory Board
Name	Robert Sausaman
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Home Phone Number	[redacted]
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Email Address	[redacted]
Wellington Resident (Number of Years/Months)	1 year
Current Occupation	Artist for Sentinel Colorado newspaper
Please list any relevant education, employment, or volunteer experience you have.	Associates Degree in Graphic Design, Artist and Floor Installer, Flooring Project Manager. I have volunteered as a skateboard camp councilor and art instructor at Mount Saint Vincent Home, and for the Aurora Colorado's Parks and Recreation.
Are you currently serving on any other board or commission?	No
Have you attended a	No

meeting of the board or commission you are applying to?	
Why do you want to become a member of this particular board or commission?	The last two meetings I tried to attend have been canceled. I have attended two trustees meetings as well as the recreation talk on Jan 13. For the last year I have been heavily involved with the skatepark maintenance and rebuild and would like to continue this work as well as bring my ambition to other aspects of Wellingtons Parks.
What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?	Growth of population, and the request for more amenities. Communication with the town. Getting volunteers to help with the parks.
Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.	I don't believe I have any outside interests that would conflict with joining the PAB.

Signature
Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant	Robert Sausaman
Date	1/19/2021

From:	noreply@civicplus.com
To:	Michelle Sowder; Mahalia Henschel; Krystal Eucker
Subject:	Online Form Submittal: Application for Board or Commission Vacancy
Date:	Sunday, January 17, 2021 9:07:27 PM

Application for Board or Commission Vacancy

Eligibility Requirements
- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to?	Parks Advisory Board
Name	Christine Gaiter
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Home Phone Number	*Field not completed.*
Work Phone Number	*Field not completed.*
Cell Phone Number	[redacted]
Email Address	[redacted]
Wellington Resident (Number of Years/Months)	2/5
Current Occupation	Accountant
Please list any relevant education, employment, or volunteer experience you have.	Volunteer coordinator for a large event at a convention center Bachelor Degree in the Sciences
Are you currently serving on any other board or commission?	Yes
Have you attended a	No

meeting of the board or commission you are applying to?	
Why do you want to become a member of this particular board or commission?	I have 6 kids, ages 16-2. I think I can help make decisions for parks that will benefit parents and kids because I know what kids and parents want in a park.
What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?	After the water issue in our town is resolved, residents will want a rec center. I've heard that there is problem with vandalism of parks that needs to be dealt with. I've been trying to go to a park advisory board for several months, but there hasn't been one lately to attend, so I don't know the current issues of the board.
Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.	None

Signature
Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant	Christine Gaiter
Date	1/17/2021

Board of Trustees Meeting

Date: **February 9, 2021**

Submitted By:

Subject: **Resolution No. 05-2021 - A Resolution of the Wellington Town Board Making Appointments to the Board of Adjustments**

- **Staff presentation: Krystal Eucker, Town Clerk**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

On February 4, 2021, Trustee Macdonald along with town staff and members of the Wellington board and commissions conducted advisory board interviews for the Wellington Parks Advisory Board, Board of Adjustment, and the Community Activities Commission. Pursuant to those interviews, the following individuals are being recommended for appointment:

Board of Adjustments

- Kathryn Wydallis - term expiring April 2022
- Stephen Carman - term expiring April 2023

STAFF RECOMMENDATION

ATTACHMENTS

1. Resolution 05-2021
2. Kathryn Wydallis
3. Stephen Carman

TOWN OF WELLINGTON

RESOLUTION NO. 05-2021

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON MAKING APPOINTMENTS TO THE BOARD OF ADJUSTMENTS

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado (the "Board") has adopted and reenacted the Wellington Municipal Code (the "Code"); and

WHEREAS, the Code provides for appointment of a Board of Adjustment member as called for by Chapter 2, Article 11; and

WHEREAS, Section 2-11-20 of the Code provides that membership terms of members of the Board of Adjustment shall be three (3) year staggered terms; and

WHEREAS, the Board of Adjustment currently has two (2) vacant seats; a term expiring April of 2022 and a term expiring April of 2023; and

WHEREAS, The Town accepted applications for candidates to fill the vacant seats; and

WHEREAS, candidates were interviewed on February 4, 2021 and recommendations were made to fill the vacancies.

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

1. Appointment of Kathryn Wydallis to the Board of Adjustment to fill a vacancy with a term ending April, 2022.

2. Appointment of Stephen Carman to the Board of Adjustment to fill a vacancy with a term ending April, 2023.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of February, 2021.

TOWN OF WELLINGTON

By: ____________________________
Troy Hamman, Mayor

ATTEST:

____
Krystal Eucker, Town Clerk

From:	noreply@civicplus.com
To:	Michelle Sowder; Mahalia Henschel; Krystal Eucker
Subject:	Online Form Submittal: Application for Board or Commission Vacancy
Date:	Monday, January 18, 2021 10:55:24 PM

Application for Board or Commission Vacancy

Eligibility Requirements
- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to?	Board of Adjustment
Name	Kathryn Wydallis
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Home Phone Number	[redacted]
Work Phone Number	[redacted]
Cell Phone Number	[redacted]
Email Address	[redacted]
Wellington Resident (Number of Years/Months)	7 years (since June 2013)
Current Occupation	practice manager for ambulatory veterinary service
Please list any relevant education, employment, or volunteer experience you have.	Served on the Parks Advisory Board for 6 years. Attended most Trustee meetings 2013 - 2019 and many Trustee zoom meetings 2020 - present.
Are you currently serving on any other board or commission?	No
Have you attended a	No

meeting of the board or commission you are applying to?	
Why do you want to become a member of this particular board or commission?	I am interested in the private property rights of Wellington citizens and would like to learn more about Wellington's municipal codes. I also love Wellington and believe that it is a citizen's responsibility to contribute to their town.
What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?	My understanding is that the Board of Adjustments deals with disagreements between property owners and our municipal code/zoning. During a appeal to the Board, it would be important to educate myself on the part of the code involved and help the Board come to a just resolution for the property owner and the Town. Sorry that I can't list 3 exact issues.
Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.	None at this time.

Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant	Kathryn M Wydallis
Date	1/18/2021

From:	Krystal Eucker
To:	Krystal Eucker
Subject:	FW: Online Form Submittal: Application for Board or Commission Vacancy
Date:	Monday, December 21, 2020 12:53:59 PM

Krystal Eucker
Town Clerk

Town of Wellington
Office – (970) 568-3381 X110
Cell – (970)-222-2126
euckerkk@wellingtoncolorado.gov
wellingtoncolorado.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, November 11, 2020 5:42 PM
To: Michelle Sowder <sowderm@wellingtoncolorado.gov>; Mahalia Henschel <henschem@wellingtoncolorado.gov>; Krystal Eucker <euckerkk@wellingtoncolorado.gov>
Subject: Online Form Submittal: Application for Board or Commission Vacancy

Application for Board or Commission Vacancy

Eligibility Requirements
- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to?	Board of Adjustment
Name	Stephen B. Carman
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Home Phone Number	[redacted]
Work Phone Number	[redacted]
Cell Phone Number	[redacted]
	[redacted]

Email Address

Wellington Resident (Number of Years/Months)	5/4
Current Occupation	Franchise Business Owner
Please list any relevant education, employment, or volunteer experience you have.	PhD Organization & Management Franchise business owner
Are you currently serving on any other board or commission?	No
Have you attended a meeting of the board or commission you are applying to?	No
Why do you want to become a member of this particular board or commission?	We are empty nesters, and would like to use my time to give back to my local community. I believe my background in business, and most recently my experience as a franchise business owner can add value to the community.
What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?	Rapid growth, especially as FOCO pushes north. Commercial development to support increased residential growth. Infrastructure.
Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.	None that I am aware.

Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant	Stephen B. Carman
Date	11/11/2020

Email not displaying correctly? View it in your browser.

Board of Trustees Meeting

Date: February 9, 2021

Submitted By:

Subject: Resolution No. 06-2021 - A Resolution of the Board of Trustees Making Appointments to the Community Activities Commission

- **Staff presentation: Krystal Eucker, Town Clerk**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

On February 4, 2021, Trustee Macdonald along with town staff and members of the Wellington board and commissions conducted advisory board interviews for the Wellington Parks Advisory Board, Board of Adjustment, and the Community Activities Commission. Pursuant to those interviews, the following individuals are being recommended for appointment:

Community Activities Commission

- Richard Bacon - term expiring January, 2024
- Jim Lafferty - term expiring January, 2024.

STAFF RECOMMENDATION

ATTACHMENTS

1. Resolution 06-2021
2. Richard Bacon
3. Jim Lafferty

TOWN OF WELLINGTON

RESOLUTION NO. 06-2021

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON MAKING APPOINTMENTS TO THE COMMUNITY ACTIVITIES COMMISSION

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado (the "Board") has adopted and reenacted the Wellington Municipal Code (the "Code"); and

WHEREAS, the Code provides for appointment of a Community Activities Commission Member as called for by Chapter 2, Article 7; and

WHEREAS, Section 2·7-20 of the Code provides that membership terms of members of the Community Activities Commission shall be three (3) year staggered terms; and

WHEREAS, the Community Activities Commission currently has two (2) vacant seats with terms expiring January of 2024; and

WHEREAS, The Town accepted applications for candidates to fill the vacant seats; and

WHEREAS, candidates were interviewed on February 4, 2021 and recommendations were made to fill vacant seats.

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

1. Re-appointment of Richard Bacon to the Community Activities Commission to fill a vacancy with a term ending in January, 2024.

2. Appointment of Jim Lafferty to the Community Activities Commission to fill a vacancy with a term ending in January, 2024.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of February, 2021.

TOWN OF WELLINGTON

By: ____________________________
Troy Hamman, Mayor

ATTEST:

____
Krystal Eucker, Town Clerk

From:	noreply@civicplus.com
To:	Michelle Sowder; Mahalia Henschel; Krystal Eucker
Subject:	Online Form Submittal: Community Activities Commission Membership Application
Date:	Thursday, November 26, 2020 8:47:57 AM

Community Activities Commission Membership Application

Name	Richard Bacon
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Mailing Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Home Phone Number	[redacted]
Cell Phone Number	[redacted]
Work Phone Number	*Field not completed.*
Email Address	[redacted]
Emergency Contact	[redacted]
Phone Number	[redacted]
I would like to:	Serve on the CAC Board (no openings at this time)
Check any of the activities that apply:	Easter Egg Event, July 4th Parade & Car Show, Fishing Derby, Town Yard Sale, Town Clean Up, Halloween Activities, Veteran's Day Event, December Parade of Lights (1st Saturday in December)

Email not displaying correctly? View it in your browser.

From:	noreply@civicplus.com
To:	Michelle Sowder; Mahalia Henschel; Krystal Eucker
Subject:	Online Form Submittal: Application for Board or Commission Vacancy
Date:	Thursday, January 7, 2021 6:55:32 PM

Application for Board or Commission Vacancy

Eligibility Requirements
- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to?	Community Activities Commission
Name	Jim Lafferty
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Home Phone Number	[redacted]
Work Phone Number	[redacted]
Cell Phone Number	[redacted]
Email Address	[redacted]
Wellington Resident (Number of Years/Months)	worked in Wellington for over 15 years
Current Occupation	Neighborhood Services Officer
Please list any relevant education, employment, or volunteer experience you have.	Larimer County Sheriffs Office 24 years. Town of wellington employee 1 year. volunteered and helped with wellington 4th of July, Halloween, Parade of Lights. Also put on safety programs for the local schools and also assisted them with various programs. Assisted with the Farmers Market. This year I helped with the Toys for Tots toy drive as well as a food drive for the Wellington food bank in conjunction with several other business and people(Travis Stevens Frontier LLC and Adrienne McCormick Meridian Trust Federal Credit Union).
Are you currently serving on any other	No

board or commission?

Have you attended a meeting of the board or commission you are applying to?	No
Why do you want to become a member of this particular board or commission?	I have always enjoyed helping other people and especially the people of Wellington. I have always volunteered to help with any event going on in Wellington and would like to give back more with the planning aspect of it. I believe I can bring a lot to the table with my experience and background.
What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?	bringing activities back after dealing with a summer of a pandemic. Getting people interested in attending events. Bringing in and updating events.
Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.	None

Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant	Jim Lafferty
Date	1/7/2021