BOARD OF TRUSTEES
April 8, 2025
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 hillha@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 US: +1 720 707 2699 or +1 719 359 4580 or +1 669 444 9171 or +1 253 205 0468
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. Special Event Permit Application for Wellington Main Street Program, Brewfest
      - Presentation: Hannah Hill, Town Clerk

D. CONSENT AGENDA

1. March 25, 2025 Meeting Minutes

    - Presentation: Hannah Hill, Town Clerk

2. Resolution No. 11-2025- A Resolution of the Town of Wellington, Colorado Considering a Contract for Engineering Services

    - Presentation: Nathan Ewert, Deputy Director of Public Works

3. Resolution No. 14-2025 - A Resolution Requesting a Budget Amendment for Housing Affordability Infrastructure Study

    - Presentation: Cody Bird, Planning Director and Nic Redavid, Finance Director/Treasurer

E. ACTION ITEMS

1. Housing Needs and Affordability Assessment - Final Report

    - Presentation: Cody Bird, Planning Director
    - Guests: Matrix Design Group, Inc., Consultants

2. Public Hearing on Proposed Amendments to the Land Use Code to Increase Opportunities for Housing Affordability

    - Presentation: Cody Bird, Planning Director and Brittany Lenoir, Planner III

3. Ordinance No. 08-2025 - An Ordinance Adopting Amendments to Chapter 15 of Land Use Code to Increase Opportunities for Housing Affordability

    - Presentation: Cody Bird, Planning Director

4. Ordinance No. 02-2025 - An Ordinance Granting Black Hills Colorado Gas, Inc. D/B/A Black Hills Energy, Its Lessees, Successors And Assigns, A Natural Gas Franchise And The Authority To Construct, Operate, Maintain, And Extend A Natural Gas Distribution Plant And System, And Granting The Right To Use The Streets, Alleys, And Other Public Places Within The Present Or Future Corporate Limits Of The Town Of Wellington, Colorado

    - Presentation: Patti Garcia, Town Administrator

5. Resolution No. 13-2025 - A Resolution of the Town of Wellington, Colorado Approving a Consultant Agreement with Berry, Dunn, McNeil & Parker LLC for a Parks, Recreation, Open Space and Trails (PROST) Master Plan and Community Center Feasibility Study

    - Presentation: Billy Cooksey, Parks, Recreation, Open Space and Trails Manager

6. Resolution No. 12-2025 - A Resolution of the Board of Trustees of the Town of Wellington, Colorado Approving a Contract with Cities Digital, Inc. for a Software and Services Purchase Agreement related to Laserfiche Software

- Presentation: Hannah Hill, Town Clerk

7. Resolution No. 15-2025 - A Resolution of the Town of Wellington Establishing Guidelines For Irrigation and Water Conservation

    - Presentation: Meagan Smith, Deputy Public Works

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
    a. Quarterly CORA Report (January-March 2025)
4. Board Reports

G. ADJOURN

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

Board of Trustees Meeting

Date: **April 8, 2025**
Subject: **Special Event Permit Application for Wellington Main Street Program, Brewfest**

- **Presentation: Hannah Hill, Town Clerk**

EXECUTIVE SUMMARY

Wellington Colorado Main Street Program has submitted to the Local Liquor Licensing Authority an application for a Special Event Permit on June 7, 2025 from 8:00 AM to 8:00 PM. Staff received the application on March 10, 2025. Notice of the event has been posted at the location and proof of posting is included in the packet.

BACKGROUND / DISCUSSION

The application includes a diagram of the requested beer garden, located in Centennial Park. Staff has reviewed the application with stakeholders and no concerns were noted. The applicant has noted ID checks would take place at the entrances, and the barrier is being provided and set up by the Town of Wellington. The applicant has noted Wellington American Legion is providing security and serving the alcohol, with Legion servers being TIPS trained. There are also port-a-lets and handwashing stations located inside the boundary. After stakeholder review, no concerns were noted outside of ensuing the boundary map provided is adhered to and the fence line is not moved during event set up. Wellington Colorado Main Street Program has applied for one other Special Event Permit, but still falls within the 15 total a year allowed.

CONNECTION WITH ADOPTED MASTER PLANS

N/A

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Staff recommend approving the permit.

MOTION RECOMMENDATION

I move to approve the Special Event Permit Application for Wellington Main Street Program for the Brewfest Event.

ATTACHMENTS

1. SEP Application - Brewfest 2025_Redacted
2. Brewfest Diagram 2025
3. SOS Good Standing Certificate
4. Special Use Email Memo
5. Brewfest 2025 Notarized Affidavit 3-17-2025
6. COI - Liquor Liability - Brewfest 2025
7. COI - General Liability - Brewfest 2025

DR 8439 (02/27/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

Liquor Permit Number (Do Not Fill Out)

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:**

2110	☒ Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	☐ Fermented Malt Beverage	$10.00 Per Day

Name of Applicant Organization or Political Candidate: Wellington Colorado Main Street Program

State Sales Tax Number (Required): 501c3 Nonprofit

Mailing Address of Organization or Political Candidate: P.O. Box 127

City: Wellington | State: CO | ZIP Code: 80549

Address of Place to Have Special Event: Centennial Park, 3815 Harrison Ave.

City: Wellington | State: CO | ZIP Code: 80549

Authorized Representative of Qualifying Organization or Political Candidate: Blair Silverberg

Date of Birth (MM/DD/YY): [redacted]

Phone Number: [redacted]

Authorized Representative's Mailing Address (if different than address provided in Question 2.): [redacted]

City: [redacted] | State: [redacted] | ZIP Code: [redacted]

Event Manager

Glory VanSant

Date of Birth (MM/DD/YY) [redacted]

Phone Number [redacted]

Event Manager Home Address [redacted]

City [redacted]

State [redacted]

ZIP Code [redacted]

Email Address of Event Manager

info@wellingtonbrewfest.com

1. Is the place to have the Special Event located on State-owned property?

   ○ Yes ● No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

   ○ No ● Yes, How many days? 1

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

   ● No ○ Yes, License Number

4. 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	From:	To:	Date	From:	To:
June 7, 2025	8:00 am	8:00 pm			

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.

Title

Program Manager

Signature

Caitlin Mims

Date (MM/DD/YY)

3/7/2025

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

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

-750 (999)

Total

$

.00

Application Information and Checklist

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

- [x] Appropriate fee.
- [x] Diagram of the area to be licensed (not larger that 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.
- [x] Copy of deed, lease, or written permission of owner for use of the premises.
- [x] Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- [x] 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.

HARRISON AVENUE

ENTER/EXIT

ENTER/EXIT

Ice Truck

Food Truck

Food Truck

Food Truck

Check-In & ID Check

Picnic Table

Cannon

Parking

3RD STREET

Picnic Tables

Wine

Wine

Beer & Wine

Beer

Beer

Beer

Beer

Beer & Wine

Wine

Wine

Beer

Beer

Beer

Beer

Command Center & Water

Main Street Merch & First Aid

Beer

Beer

Beer

Beer

Beer

Beer

Beer

Beer

Large Tent

Uber/Lyft Pick-Up

Bench

Sponsor

Sponsor

Sponsor

Sponsor

Hand Wash Station

Hand Wash Station

ADA Potty

Bathrooms

KEY

- ADA ACCESSIBILITY FENCE
- COMMAND & H2O
- SECURITY POSTS
- TREE/OBSTACLE
- FIRST AID & MERCH
- BEER & WINE
- CHECK-IN & ID
- FOOD TRUCK
- SPONSOR FIRE
- EXTINGUISHER

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,

Wellington, CO Main Streets Program

is a

Nonprofit Corporation

formed or registered on 06/12/2014 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 20141362413 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/04/2025 that have been posted, and by documents delivered to this office electronically through 02/05/2025 @ 16:34:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/05/2025 @ 16:34:53 in accordance with applicable law. This certificate is assigned Confirmation Number 16972035 .

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."

Outlook

Special Events Permit and Liquor Application - Brewfest

From Billy Cooksey <CookseyW@wellingtoncolorado.gov>
Date Fri 3/7/2025 12:17 PM
To Caitlin Morris <MorrisC@wellingtoncolorado.gov>
Cc Kelly Houghteling <houghtkm@wellingtoncolorado.gov>

Officially, the Parks and Recreation Manager does not have an issue with the use of Centennial Park, for the proposed Brewfest event on June 7th, 2025 and accompanied liquor license. There will be other Park specific regulations that need be adhered to, regarding specific setup of tents, liability with staking and use of transportation vehicles in park property, that will be addressed in the sign-off of the Department Manager on the event permit review.

Please reach out with any questions,
-Billy

TOWN OF WELLINGTON

Billy Cooksey
Manager – Parks and Recreation Department
Phone: (970) 342-5055
Desk: (970) 568-7610 ext. 600
Email: cookseyw@wellingtoncolorado.gov
Web: www.wellingtoncolorado.gov
8225 Third Street

TOWN OF WELLINGTON

AFFIDAVIT OF POSTING

Date of posting: 3/17/2025

I hereby certify that, in accordance with the Colorado Liquor Code and related rules and regulations, the applicant, Wellington Main Street Program posted a Notice of Public Hearing poster on the premises at Centennial Park on the above date, and continuously thereafter for at least 10 days before the hearing, notifying the public that a hearing will be held **April 8, 2025** on an application for a Special Event Liquor License to dispense malt, vinous and spirituous beverages by the drink for consumption on the premises on June 7, 2025 from 8:00 AM to 8:00 PM.

A photograph of the Notice as posted on the premises is attached.

Caitlin Morris, Program Manager

Printed Name and Title of Person Posting

Caitlin Morris

Signature of person posting

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

Subscribed and sworn before me by Caitlin Morris this 17 day of March, 2025.

SEAL

Notary Signature

JESUS SANTIAGO FERIA
Notary Public
State of Colorado
Notary ID # 20234036160
My Commission Expires 09-21-2027

WORDING OF POSTING :

NOTICE

YOU ARE HEREBY GIVEN NOTICE THAT THE LOCAL LICENSING AUTHORITY HAS RECEIVED AN APPLICATION FOR A SPECIAL EVENT PERMIT LIQUOR LICENSE IN THE NAME OF **WELLINGTON COLORADO MAIN STREET PROGRAM** WHICH INTENDS TO SELL **MALT, VINOUS & SPIRITUOUS LIQUOR ON JUNE 7, 2025 8:00 AM TO 8:00 PM. AT CENTENNIAL PARK**

PROTESTS RELATING TO THE PERMIT SHALL BE FILED IN THE OFFICE OF THE TOWN CLERK, 8225 THIRD STREET, WELLINGTON, COLORADO, NOT LATER THAN **5:OO P.M. MARCH 31, 2025**. THE LOCAL LICENSING AUTHORITY SHALL HEAR THE APPLICATION AT **APRIL 8, 2025 AT 6:30 P.M.** ANY PERSON FILING A PROTEST WITHIN THE REQUIRED TIME MUST APPEAR BEFORE THE AUTHORITY ON **APRIL 8, 2025 AT 6:30 PM** AT 3800 WILSON AVENUE, WELLINGTON, WHEN THE APPLICATION IS BEING CONSIDERED.

NOTICE

YOU ARE HEREBY GIVEN NOTICE THAT THE LOCAL LICENSING AUTHORITY HAS RECEIVED AN APPLICATION FOR A SPECIAL EVENT PERMIT LIQUOR LICENSE IN THE NAME OF **WELLINGTON COLORADO MAIN STREET PROGRAM** WHICH INTENDS TO SELL **MALT, VINOUS & SPIRITUOUS LIQUOR ON JUNE 7, 2025 8:00 AM TO 8:00 PM. AT CENTENNIAL PARK**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME JAMI STERKEL	
AAI - BICKNELL INSURANCE INC. 4239 Centerplace Dr. Unit 2A Greeley, CO 80634	PHONE (A/C No, Ext): (970) 999-8840 FAX (A/C No): EMAIL ADDRESS: JAMI@INTEGRITYINSURANCESPECIALIST.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED WELLINGTON, CO MAIN STREETS PROGRAM P.O. BOX 127 WELLINGTON, CO 80549	INSURER A: United States Liability Insurance Company	25895
	INSUREB B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ **POLICY** ☐ PRO-JECT ☐ LOC						EACH OCCURENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS-COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ **DED** ☐ **RETENTION $**						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**					☐ WC STATU-TORY LIMITS ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$
A	**Liquor Liability**	**X**		**SE 1146519**	**06/07/2025**	**06/09/2025**	LIQ EA COMMON CAUSE	$1,000,000
							LIQUOR AGGREGATE	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

L-820 12/18 Special Events Blanket Additional Insured Endorsement is part of this policy.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF WELLINGTON 8225 THIRD ST WELLINGTON, CO 80549	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 5775

LOC #: All

ADDITIONAL REMARKS SCHEDULE

AGENCY AAI - BICKNELL INSURANCE INC.	INSURED WELLINGTON, CO MAIN STREETS PROGRAM P.O. BOX 127 WELLINGTON, CO 80549
POLICY NUMBER SE 1146519	
CARRIER United States Liability Insurance Company — NAIC CODE 25895	EFFECTIVE DATE: 6/7/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE PART	LIMITS
Liquor Liability	
Each Common Cause Limit	$1,000,000
Aggregate Limit	$3,000,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Ben Parsons State Farm
2121 Midpoint Dr Unit 301A
Fort Collins, CO 80525

CONTACT NAME: Lara Ruthven
PHONE (A/C, No, Ext): 970-484-3600 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Wellington Co Main Streets Program
PO Box 127
Wellington, CO 80549

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			96-B7-R195-8	12/10/2024	12/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Wellington
PO BOX 127
Wellington, CO 80549

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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Board of Trustees Meeting

Date: **April 8, 2025**
Subject: **March 25, 2025 Meeting Minutes**

- **Presentation: Hannah Hill, Town Clerk**

EXECUTIVE SUMMARY

For review and consideration are the March 25, 2025 Board of Trustee Regular Meeting Minutes.

BACKGROUND / DISCUSSION

N/A

CONNECTION WITH ADOPTED MASTER PLANS

N/A

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Staff recommends approval on the consent agenda.

MOTION RECOMMENDATION

I move to approve the consent agenda.

ATTACHMENTS

1. 3-25-2025 Meeting Minutes

BOARD OF TRUSTEES
March 25, 2025
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 6:30 p.m.

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

2. Roll Call
   The Clerk noted a quorum with the following roll call:
   Cannon – Present
   Dailey – Present
   Moyer – Joined virtually at 6:33 P.M.
   Tietz- Present
   Wiegand - Present
   Mason – Present
   Chaussee – Present

3. Amendments to Agenda
   Mayor Chaussee asked if there were any amendments to the agenda, and 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
   Cam Tietz spoke in opposition to increasing fees and charges to the residents of the Town.

C. CONSENT AGENDA

1. March 11, 2025 Meeting Minutes

2. Resolution No. 09-2025 Considering a Contract for Installation of an ADA Lift at the Municipal Services Building

Trustee Cannon moved to approve the consent agenda.

Trustee Tietz seconded, and the motion passed unanimously.

D. ACTION ITEMS

1. Ordinance No. 02-2025 - An Ordinance Granting Black Hills Colorado Gas, Inc. D/B/A Black Hills Energy, Its Lessees, Successors And Assigns, A Natural Gas Franchise And The Authority To Construct, Operate, Maintain, And Extend A Natural Gas Distribution Plant And System, And Granting The Right To Use The Streets, Alleys, And Other Public Places Within The Present Or Future Corporate Limits Of The Town Of Wellington, Colorado

Patti Garcia, Town Administrator, presented the item providing background of previous agreements with Black Hills Energy as well as the annual revenue from this increase. It was noted that the timing is significant, as the Larimer County Sheriff's Office is planning on requesting an additional School Resources Officer, which is not something that is within the Town budget currently. Black Hills Energy has requested two readings of the ordinance, and noted Tom Henley was available to answer any questions as well.

It was asked if funding would be available for an additional SRO if the agreement was not approved. Ms. Garcia noted that there is no additional funding, however staff would realign priorities if the Board requested finding funding in the Town budget without this agreement.

Previously, the Board had asked for staff to pursue franchise agreements with all partners, and this agreement is similar to other franchise agreements. Clarification was asked regarding the price increase, which was confirmed it would be $1.60 increase, with $2.04 being the total cost discussed. The Board discussed the benefits of the additional income to provide what is needed without amending the budget.

Mr. Henley, with Black Hills Energy, spoke to franchise agreements with a 3% fee that can vary based on the usage, and noted the 20-year guarantee to recover the assets placed in the ground.

Mayor Pro Tem Mason moved to approve Ordinance No. 02-2025.

Trustee Tietz seconded, and the motion passed unanimously.

2. Resolution No. 10-2025 of the Town of Wellington, Colorado Considering a Contract for Consultant Services

Meagan Smith, Deputy Director of Public Works, presented the resolution reviewing the previous 2022 Rate Study which recommended a study every three to five years. A Request for Proposal was opened in February 2025, with Raftelis the most qualified. Ms. Smith noted that feedback from the Board regarding a rate advisory group was requested, but the timing for this group was not tied to this decision.

Related to the advisory group, the Board discussed including the previous group, to bring the historical knowledge. It was discussed for the Board to recommend an individual to serve on the group, with 7 people being the desired number.

Trustee Cannon moved to approve Resolution No. 10-2025.

Trustee Tietz seconded and the motion passed unanimously.

3. Ordinance No. 03-2025 - An Ordinance Amending Wellington Municipal Code Chapter 2, Article 16 - Wellington Finance Advisory Board

Nic Redavid, Finance Director/Treasurer, presented the item, noting discussion with the Board at a Work Session in January 2025, that saw the need for proposed code changes being brought forward. Mr. Redavid noted the history of the current Finance Advisory Board, with quorum not being met for quite some time.

The Board spoke in support of the changes and expressed appreciation for the work staff and the Finance Department has done in the past year to improve the department and build public trust. Discussion centered around the length of time of the terms and if there was a need for the board to continue.

Trustee Wiegand moved to approve Ordinance No. 03-2025.

Trustee Tietz seconded and the motion passed unanimously.

E. REPORTS

1. Town Attorney

   a. Watering Restrictions
   Dan Sapienza, Town Attorney, noted the upcoming bylaws discussion on a work session. Mr. Sapienza also noted potential watering restrictions, noting a question related to HOAs is historically brought up, related to HOA's ability to levy fines related to watering restrictions. It was requested that a set of guidelines could be proposed, to be in line with the 2018 Water Efficiency Plan the Town has supported for residents to conserve water. In doing so, a resident cannot be fined if they are following the guidelines and their grass is not meeting HOA standards.

2. Town Administrator
   There was no Town Administrator report.

3. Staff Communications
   Items were included in the packet.

   a. Utility Report (February 2025)

   b. Treasurer's Report (January 2025)

   c. Report of Bills (January 2025)

   d. Larimer County Sheriff's Office Report (February 2025)

4. Board Reports
   Trustee Tietz reported on an upcoming spring festival, highlighting Wellington Businesses, on May 10, 2025.

   Trustee Dailey noted Main Street programing, including new programs on Fridays and a call for mural artists is open, and P.R.O.S.T. successes including the naming of The Veteran's Garden, at Wellington Community Park.

   Trustee Cannon noted several meetings of the C3 Committee.

   Trustee Wiegand noted the St. Patty's Day event.

   Mayor Pro Tem Mason noted an upcoming Larimer County Opioid Abatement meeting, and meeting with LCSO and staff regarding an additional SRO officer.

   Mayor Chaussee noted the upcoming LCSO meeting.

F. EXECUTIVE SESSION

1. 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 § 24-6-402(4)(e), C.R.S., and for the purpose of receiving legal advice pursuant to § 24-6-402(4)(b), C.R.S., – regarding 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 June 23, 2025.

Trustee Cannon moved to recess into executive session

Trustee Tietz seconded, and the motion passed.

Mayor Chaussee recessed into executive session at 7:53 pm.

Mayor Chaussee reconvened the meeting at 9:14 pm.

G. ADJOURN

The meeting was adjourned at 9:15 p.m.

_____
Calar Chaussee, Mayor

_____
Hannah Hill, Town Clerk

Board of Trustees Meeting

Date: April 8, 2025

Subject: Resolution No. 11-2025- A Resolution of the Town of Wellington, Colorado Considering a Contract for Engineering Services

- **Presentation: Nathan Ewert, Deputy Director of Public Works**

EXECUTIVE SUMMARY

Town staff requested proposals from qualified engineering firms to prepare a Distribution System Masterplan. The Distribution System Masterplan will provide a current and long-term assessment of the Town's potable water distribution system in order to identify areas of need. Services performed with the Masterplan contract will include updating and calibrating the Town's existing hydraulic model, performing an assessment of the existing system, and developing future conditions model scenarios, incorporating projected population growth and water demand projections. The consultant will use the hydraulic model and assessment findings to develop near-term improvements and long-term improvements as well as cost estimates for improvements that will be used to plan for distribution system capital projects or development funded projects. After reviewing eight (8) proposals the top two (2) were selected and interviewed by the selection committee.

Advanced Engineering and Environmental Services, LLC (AE_2S), is recommended for award of the Distribution System Masterplan contract.

BACKGROUND / DISCUSSION

Background / Discussion

Wellington's water distribution system consists of approximately 71 miles of pipe ranging in size from 18-inch transmission mains to smaller 8- and 6-inch distribution mains. The distribution system has three (3) pressure zones within the Town and one pump station that provides a pressure boost to the Buffalo Creek subdivision. A 2-million gallon (MG) ground storage tank and a 1 MG ground storage tank, that were both recently rehabilitated in the summer of 2024, are within the distribution system but located at the Water Treatment Plant.

In general, the Towns distribution system is relatively new with the majority of pipes consisting of 8-inch or larger PVC pipes, located primarily in the newer subdivisions. The older areas of Town – Old Town and the immediately surrounding neighborhoods – consist of smaller 8-inch and 6-inch pipes with varying pipe materials. Over the years, various distribution mains within Old Town have been replaced when the need and available funding coincide, but there has never been a Masterplan completed for the distribution system. This project will provide the Town and staff with that Masterplan.

The masterplan project will cover the entirety of the Town's current system as well as the Growth Management Area (GMA) and include a current assessment as well as a long-term assessment with included growth assumptions to identify areas of need within the distribution system. The masterplan scope will include updating and calibrating the Town's existing hydraulic model, developing future conditions model scenarios which will incorporate projected population growth and water demand projections, projecting distribution system development with a focus on additional storage and/or pumping requirements, and developing near-term (5 year) and long-term (20 year) capital improvement plan projects (CIPs).

Consultant Selection:
On January 14, 2025, staff issued a Request for Proposals (RFP) with a submission deadline of February 21, 2025. The RFP (included in the packet) outlined the Towns objectives and evaluation criteria for the proposal.

The Town received proposals from 8 firms. A four-person internal selection committee reviewed and scored the proposals based on the evaluation criteria included in the RFP. Following the initial review, the top two firms were invited for in-person presentations and interviews with Town staff. Town staff then ranked the two consultants and unanimously selected Advanced Engineering and Environmental Services, LLC (AE_2S). Their proposal and interview demonstrated a strong experience in Distribution System Master planning with both past and current Masterplan projects along the front range and throughout Colorado with communities of similar size and system complexity. The AE_2S team also offered the unique ability to utilize custom web-based interfaces for easily accessing modeling results and Masterplan projects for use by staff when planning future Capital budgets and projects and as part of the development review process.

CONNECTION WITH ADOPTED MASTER PLANS

Town of Wellington 2025 – 2029 Strategic Plan

- Grow Responsibly – Goal 1: Proactively maintain and improve utilities, streets, and built environment.

FISCAL IMPLICATIONS

The total contract amount for the masterplan is $123,888.00, which aligns with the Town's approved budget for this effort of $125,000. Funding for this study is through the 211-80-4019 G/L found in the Water Fund.

STAFF RECOMMENDATION

Staff recommends awarding the contract to Advanced Engineering and Environmental Services, LLC (AE_2S) for $123,888.00, and authorizing the Town Administrator to execute the agreement.

MOTION RECOMMENDATION

Option 1) I move to approve the consent agenda.
Option 2) I move to approve Resolution No. 11-2025 and award the contract to Advanced Engineering and Environmental Services, LLC for $123,888.00 and authorize the Town Administrator to execute the agreement.

ATTACHMENTS

1. Resolution 11-2025 - Distribution Masterplan
2. 2025 Water System MP - Contract
3. 2025 TOW Water Distribution System Master Plan RFP

TOWN OF WELLINGTON

RESOLUTION NO. 11-2025

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO CONSIDERING A CONTRACT FOR ENGINEERING SERVICES

WHEREAS, the Town of Wellington desires to pursue a Distribution System Masterplan; and

WHEREAS, a contract for consultant engineering services is required to pursue the masterplan project; and

WHEREAS, the Town of Wellington's staff have conducted an appropriate selection process to identify qualified engineering firms to provide the required engineering services, and

WHEREAS, the Town of Wellington's approved 2025 budget includes suitable appropriation for the cost of the contract.

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

The Board of Trustees hereby approves the Contract Agreement with Advanced Engineering and Environmental Services, LLC.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of April 2025.

TOWN OF WELLINGTON, COLORADO

By:_____

Calar Chaussee, Mayor

ATTEST:

_____

Hannah Hill, Town Clerk

TOWN OF WELLINGTON
8225 THIRD STREET
P.O. BOX 127
WELLINGTON, CO 80549
PUBLIC WORKS (970) 568-0447
TOWN HALL (970) 568-3381

Town of Wellington Water System Master Plan

CONSULTANT CONTRACT FOR SERVICES, GL No. 211-80-4019

Parties: The parties to this Contract are the Town of Wellington, 8225 Third Street, Wellington, Colorado 80549 (Town) and Advanced Engineering and Environmental Services, LLC (AE_2S), 9635 Maroon Circle,- Suite 210, Englewood, CO 80112 (Consultant).

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

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through December 31, 2025. All services shall be completed during this term.

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

Responsibilities of the Consultant:

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

The scope of services shall be as defined within the Consultant's proposal and any further stipulation of the terms specified in Attachment A.

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

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

Reports, Maps, Plans, Models and Documents: A minimum of one (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract as relevant to this project shall be submitted to the Town. The Consultant shall also submit any computer program or spreadsheet developed as a part of this project. Digital media shall be labeled to provide sufficient detail to access the information on the media. Any user manuals shall be submitted to the Town with complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s).

Subcontracts:

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

(ii) Billing for Subcontracts: Billings for subcontractor services shall include any mark up as set forth in Attachment A. Subcontract costs shall be documented by attaching subcontractor billings to the Consultant's billing submittals.

Responsibilities of the Town:

Data to be Furnished: All information, data, drawings, reports, maps, etc. as are available to the Town and necessary for the carrying out of the scope of services shall be furnished to the Consultant without charge, and the Town shall cooperate with the Consultant in the carrying out of the project. The Consultant may rely on the information, data, etc. provided by the Town without further investigation.

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

General Provisions:

Amendments: Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon

by the parties to this Contract shall be incorporated by written instrument executed by all parties to this Contract.

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

Audit and Access to Records: The Town shall have access to the books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Town, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract.

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

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

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

Conflicts of Interest: The 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.

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

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

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

Entirety of Contract: This Contract, consisting of fifty-six (56) pages, inclusive of Appendix A, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

Equal Opportunity Clause: The 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.

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

Indemnification: The Consultant agrees to indemnify, save harmless, and defend the Town of Wellington and its officers, agents, volunteers, and employees from and against loss,

damage, injury, liability, suits, and proceedings arising out of the performance of this Contract to the extent caused by the negligence of the Consultant's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

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

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

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

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

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

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

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

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

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

Insurance Requirements:

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

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

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

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

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

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

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

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

Notice of Sale or Transfer: The Consultant shall provide the Town with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Town determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Contract, then the Town may, at its discretion, terminate or renegotiate the Contract.

Ownership of Documents and Information: The Town owns all deliverables by the Consultant in the performance of this Contract. Upon termination of services for any reason and payment to Consultant, the Consultant agrees to return all such original and derivative information and documents to the Town in a useable format. Any use or reuse other than for the purposes set forth herein shall be at the Town's sole risk and liability. Nothing contained herein shall be deemed a transfer, assignment or divestiture by the Consultant of its trade secrets, know-how or intellectual property.

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

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

Taxes: The 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.

Termination of Contract: This Contract may be terminated with cause by either party in advance of the specified termination date upon written notice being provided by the other party. Unless the Town determines a default is not remediable, there have been prior violations with notice, or a default is determined to be detrimental to public safety, the party in violation will be given thirty (30) working days after notification to correct and cease the violations after which the Contract may be terminated for cause. This Contract may be terminated without cause in advance of a specified expiration date by either party upon thirty (30) days prior written notice being given by the other party.

Project Requirements:

Final Deliverables and Stamping: The Consultant shall use the Contract Scope of Services as the outline for draft and final reports or technical memoranda so that Consultant compliance with Contract provisions can be verified. If the final report or technical memoranda contain information of an engineering nature, the cover of the final report, memoranda, all plates, and any executive summary must be stamped and signed by a Professional Engineer licensed in the State of Colorado.

In addition to the paper submittal, the Consultant shall provide the final documents and related materials in a digital format. This digital report shall be contained on CD(s), USB drive(s), or other media as approved by the Town and shall be in Adobe Acrobat (PDF) format.

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

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

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Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board, the Town agrees to pay the Consultant an amount based on the approved hourly rates and reimbursable expenses price schedules shown on page 24 of the Proposal included as Appendix A for the services described in Appendix A and incorporated by reference as part of this Contract. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel. Total payment under this Contract shall not exceed $123,888.00 Dollars.

Project Budget: The anticipated project budget for the task(s) included in Attachment A is as stated below. The amounts shown for each task are not to be exceeded unless authorized by the Town. The Contract total amount is controlling.

Task	Estimated Cost
Task 100. Project Management	$9,480.00
Task 200. Water Model Update	$26,178.00
Task 300. Water System Planning	$60,912.00
Task 400. Water System Standards	$1,228.00
Task 500. Final Report	$26,090.00
Total Project Cost	**$123,888.00**

Billing Statements: Billing statements shall be submitted no more often than monthly, on or before the 10th calendar day of each billing month, for activities and costs accrued since the last billing report and shall be made on forms approved by the Town. Each billing statement must include written justification of the cost items contained in the billing statement. Billing statements shall be transmitted electronically to project manager: Nathan Ewert at ewertna@wellingtoncolorado.gov

Payment Procedures: The Town shall pay the Consultant upon receipt of billing reports as the services are performed for the task(s) outlined in Appendix A. The Town will initiate the payment process upon the receipt of a verified statement of services, and payment shall be made within thirty (30) days following receipt of billing.

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

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

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

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Signatures:

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

TOWN OF WELLINGTON

Signature	Date
Printed Name	Title
Primary Contact Printed Name	Contact Info. (email, phone, etc.)
Witness Signature (if required)	Date
Printed Name	Title

Consultant

Signature	Date
Printed Name	Title
Primary Contact Printed Name	Contact Info. (email, phone, etc.)
Witness Signature (if required)	Date
Printed Name	Title

Exhibit A: Town of Wellington Water Master Plan

Scope Definition

Project Task 100 – Project Management	
Sub-Tasks	▪ ***Task 101 – Project Management:*** CONSULTANT will conduct general project management services, including general coordination with the OWNER, project invoicing, and managing project budget and schedule. ▪ ***Task 102 – Progress Reports:*** CONSULTANT will provide monthly written progress reports and invoices throughout the duration of the project. ▪ ***Task 103 – Progress Meetings:*** CONSULTANT will facilitate six (6) progress meetings throughout the project. These will correspond to milestone tasks in the Water Master Plan development.
Assumptions	▪ Progress meetings will occur via Microsoft Teams
Deliverables	▪ Monthly written progress reports ▪ Monthly invoices
Estimated Hours	▪ 40 Hours ($9,480)

Project Task 200 – Water Model Update	
Sub-Tasks	▪ ***Task 201 – Demand Allocation:*** CONSULTANT will request and review five years (if available) of water production and customer meter data from the OWNER, calculate peaking factors for water usage, review SCADA data to determine water usage patterns over 24 hours (diurnal curves) to establish winter, average, and summer day patterns, and allocate demands in the model based on the meter location (if available) or geocoded billing address. ▪ ***Task 202 – Existing Model Update:*** CONSULTANT will utilize current GIS data from the OWNER to update the model network, maintaining the one-to-one GIS/Model relationship. ▪ ***Task 203 – Model Calibration:*** CONSULTANT will review previous flow testing records and provide recommendations for additional hydrant flow testing locations. Hydrant flow Testing will be completed by the OWNER. CONSULTANT will utilize results from hydrant flow testing and the SCADA historian to calibrate the model following AWWA guidelines. ▪ ***Task 204 – Model Scenarios:*** CONSULTANT will develop maximum day (summer), minimum day (winter), and average day (shoulder season) scenarios for existing conditions. Two additional future model scenarios will be created including 2030 near term growth, and 2045 long term growth. ▪ ***Task 205 – Valve Survey:*** CONSULTANT will provide up to two days of survey support work to locate and survey valves for the Town, and an additional day of labor for a survey office tech to process collected field data.

Assumptions	▪ The final model will be provided to the Town both in InfoWater Pro format and EPANET.
Estimated Hours	▪ 110 hours ($26,178)

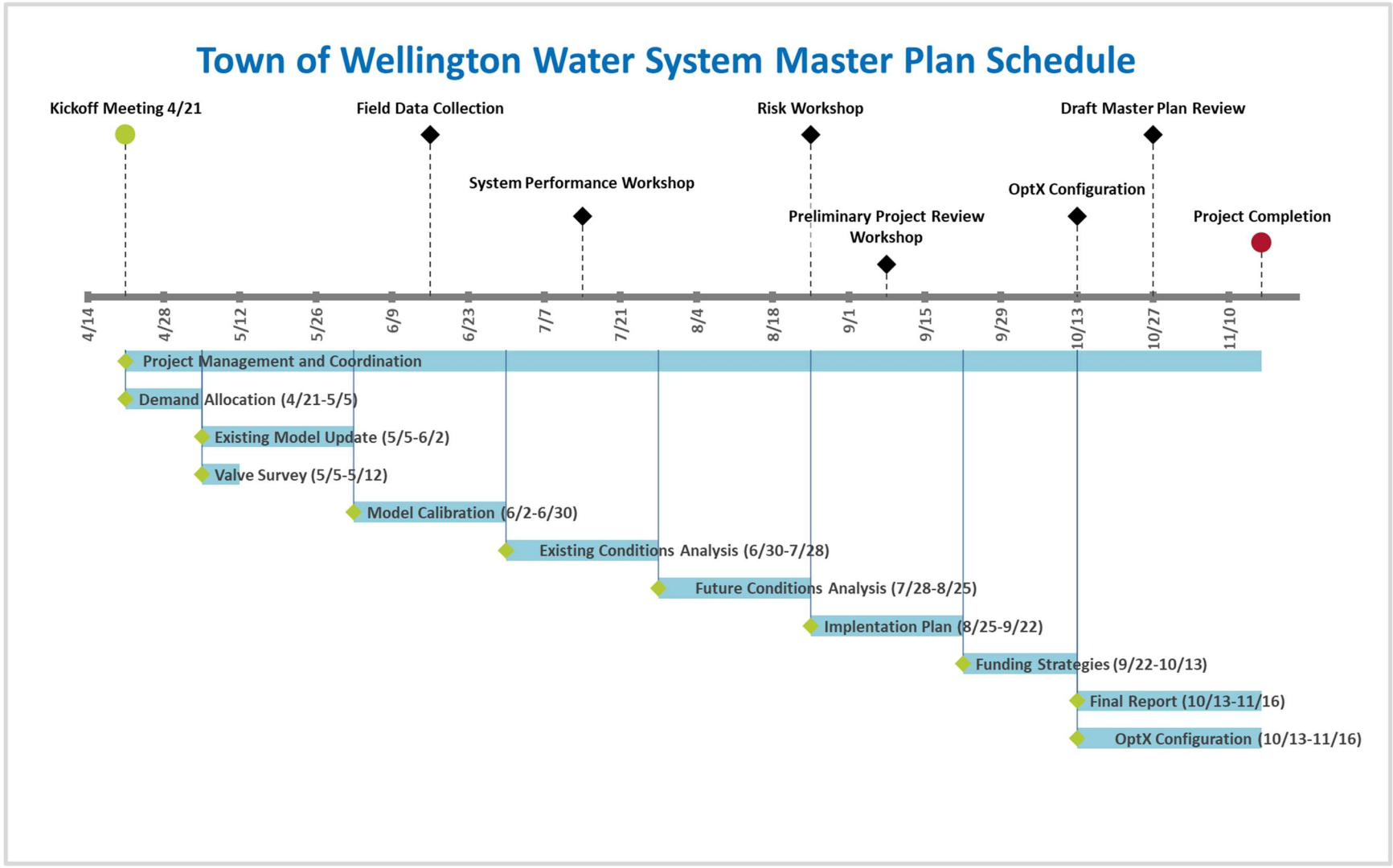
Project Task 300 – Water System Planning	
Sub-Tasks	▪ ***Task 301 – Existing Conditions Analysis:*** CONSULTANT will analyze existing system performance under maximum and minimum demand conditions with a focus on the Old Town area to identify potential near term improvements. Potential improvements may include changes to address water age and chlorine residual issues. ▪ ***Task 302 – Future Conditions Analysis:*** CONSULTANT will analyze future system performance and identify needed improvements including storage, pumping, transmission mains, alternative supply connections, and potential interconnects with adjacent service providers. ▪ ***Task 303 – Risk Assessment & Project Prioritization:*** CONSULTANT will prepare an infrastructure risk assessment for horizontal assets (pipes) in the water distribution system. Results of this analysis will help manage the prioritization of projects replacing aging infrastructure in addition to those needed to support growth. ▪ ***Task 304 – Implementation Plan:*** CONSULTANT will develop a capital improvements plan (CIP) which includes opinions of probable project costs for both the near term (5-years) and long term (20-years) capital improvement projects. Growth triggers will be included for the related projects to help optimize the timing of new infrastructure projects and ensure the Town is able to provide the level of service needed. ▪ ***Task 305 – Funding Strategies & Grant Assistance:*** CONSULTANT will provide preliminary recommendations on strategies for funding projects identified in the CIP. These recommendations will include application deadlines for different funding programs as well as strategies to increase the chances of receiving funding. ▪ ***Task 306 – OptX Dashboard Configuration:*** CONSULTANT will prepare an interactive web tool (OptX) which contains the water system capital improvement plan. Project costs, estimated timing, and anticipated funding sources will be included in OptX.
Estimated Hours	▪ 312 hours ($60,912)

Project Task 400 – Water System Standards	
Sub-Tasks	▪ ***Task 401 – Scoping Effort to Update Water System Standards:*** CONSULTANT will provide recommendations for the update of the water system standards, which will be completed in the future.
Estimated Hours	▪ 4 hours ($1,228)

Project Task 500 – Final Report	
Sub-Tasks	▪ ***Task 501 – Final Report:*** CONSULTANT will prepare a concise report summarizing the assumptions used in the creation of the future water model scenarios, the results of the calibration efforts, and the updates of the existing conditions scenarios. The report will also summarize the current water system components, the current system deficiencies, the future system components, and the near term and long-term implementation plans including cost estimates in 2025 dollars. The report will be submitted to the Town in a draft form for review, and then it will be finalized. ▪ ***Task 502 – Board Presentation***: A presentation of the master plan report will be provided to the Town Board during a work session, and comments received during the presentation if appropriate will be incorporated into the Final Report.
Assumptions	▪ Final report will be provided in word and pdf format.
Estimated Hours	▪ 130 hours ($26,090)

Total Hours: 596 hours ($123,888)

Task #	Team Members / 2025 Billing Rate		Trevor Project Manager $237	Greg Lead Modeling Engineer $205	Emily Modeling Support $175	David Water System Standards $307	Travis Project Engineer $205	Kayla Funding Specialist $201	Total Labor	Expenses (Mileage, Copies)
100	**Project Management**	**$9,480**								
101	Project Management	$9,480	40		0				40	
	Task 100 Total Hours		40	0	0	0	0	0	40	
	Task 100 Total Fee		$9,480	$0	$0	$0	$0	$0	$9,480	$0
200	**Water Model Update**	**$26,178**								
201	Demand Allocation	$5,388	4	8	16				28	
202	Existing Model Update	$4,914	2	8	16				26	
203	Model Calibration	$7,608	4	12	24				40	
204	Model Scenarios	$2,694	2	4	8				14	
205	Valve Survey	$474	2						2	$5,100
	Task 200 Total Hours		14	32	64	0	0	0	110	
	Task 200 Total Fee		$3,318	$6,560	$11,200	$0	$0	$0	$21,078	$5,100
300	**Water System Planning**	**$60,912**								
301	Existing Conditions Analysis	$11,016	8	24	24				56	
302	Future Conditions Analysis	$12,416	8	24	32				64	
303	Risk Assessment & Project Prioritization	$6,916	8	4	24				36	
304	Implementation Plan	$20,732	16	28	64				108	
305	Funding Strategies &Grant Assistance	$2,556	4					8	12	
306	OptX Dashboard Configuration	$7,276	8		12		16		36	
	Task 300 Total Hours		52	80	156	0	16	8	312	
	Task 300 Total Fee		$12,324	$16,400	$27,300	$0	$3,280	$1,608	$60,912	$0
400	**Water System Standards**	**$1,228**								
401	Update Water System Standards	$1,228				4			4	
	Task 400 Total Hours		0	0	0	4	0	0	4	
	Task 400 Total Fee		$0	$0	$0	$1,228	$0	$0	$1,228	$0
500	**Final Report**	**$26,090**								
501	Final Report	$16,114	16	24	40			2	82	
502	Board Presentation & Material Preparation	$9,976	16		12		16	4	48	
	Task 500 Total Hours		32	24	52	0	16	6	130	
	Task 500 Total Fee		$7,584	$4,920	$9,100	$0	$3,280	$1,206	$26,090	$0
	Total Project Hours per Team Member		138	136	272	4	32	14	596	
	Total Project Fees per Team Member		$ 32,706	$ 27,880	$ 47,600	$ 1,228	$ 6,560	$ 2,814		$ 5,100
	Total Project Fee	**$ 123,888**								


Town of Wellington Water System Master Plan Schedule
Kickoff Meeting 4/21
Field Data Collection
Risk Workshop
Draft Master Plan Review
System Performance Workshop
OptX Configuration
Preliminary Project Review Workshop
Project Completion
4/14
4/28
5/12
5/26
6/9
6/23
7/7
7/21
8/4
8/18
9/1
9/15
9/29
10/13
10/27
11/10
Project Management and Coordination
Demand Allocation (4/21-5/5)
Existing Model Update (5/5-6/2)
Valve Survey (5/5-5/12)
Model Calibration (6/2-6/30)
Existing Conditions Analysis (6/30-7/28)
Future Conditions Analysis (7/28-8/25)
Implentation Plan (8/25-9/22)
Funding Strategies (9/22-10/13)
Final Report (10/13-11/16)
OptX Configuration (10/13-11/16)

REQUEST FOR PROPOSALS

January 15, 2025

TOWN OF WELLINGTON

2025 WATER SYSTEM MASTER PLAN

GL: 211-80-4019

1. Background and Overview

(a) Background

The Town of Wellington, population 11,047, is located approximately 12 miles north of the City of Fort Collins at the intersection of Interstate 25 and State Highway 1. The Town has its own water and sewer utilities with a service area that includes nearly 4200 connections with a service boundary that generally matches the existing Town Boundary. Potable water is supplied to the Town from two sources – a newly expanded conventional water treatment plant with a capacity of 4.2 million gallons per day (MGD) and three ground water wells which supply water to a Nanofiltration skid with an operational capacity of about 0.6 MGD. The distribution system within Town consists of approximately 71 miles of pipe ranging in size from 18-inch transmission mains to smaller 8- and 6-inch mains. The distribution system has 3 pressure zones and one pump station that provides a pressure boost to one residential development. Located at the Towns conventional water treatment plant are two above ground storage tanks consisting of a 2-million-gallon (MG) tank and a 1 MG tank that were both recoated and repaired in the summer of 2024.

(b) Overview

The Town is soliciting proposals from qualified firms with a demonstrated experience to develop a Water System Master Plan (Master Plan). The plan should cover the entirety of the Towns' current system as well as the Growth Management Area (GMA) and include a current assessment as well as a long-term assessment with included growth assumptions in order to identify areas of need within the distribution system. Services performed with the Master Plan include updating and calibrating the Town's existing hydraulic model, developing future conditions model scenarios which will incorporate projected population growth and water demand projections, projecting distribution system development with a focus on additional storage and/or pumping requirements, and developing near term (5 year) and long term (20 year) capital improvement plan projects (CIPs).

2. Scope of Services

The following tasks provide an expected scope of work outline for the completion of the project. The successful firm will provide a proposal that has their vision of the associated tasks along with assumptions, and recommendations or suggestions to improve the project framework as outlined in the following sections.

(a) Project Management and Coordination

The selected firm shall include Project Management as one of the tasks. The proposal should identify a single project manager from the team to work directly with the Project Manager of the Town. Included within the Project Management Task will be the following items:

- Project Kickoff meeting with appropriate Town staff to review and discuss the included work tasks, technical approaches, and work products/deliverables.
- Regular project progress meetings with appropriate members of the project team in order to maximize cost efficiencies.
- Presentation of the Master Plan report to the Town Board.

(b) Water Model Update

The Town has an existing Water Model that was completed in InfoWater Pro. The Town also has versions of the model in EPA SWMM for staff use. The InfoWater Pro version of the model will be provided to the selected firm to update the existing conditions model scenarios to include new developments that have been constructed since the model was created in 2022. Additional update work may include field work to locate and map valving in areas of Town that have been identified as incorrect by Town operations staff. Lastly, work under this task will also include calibrating the existing condition scenarios within the model. The existing condition model contains the following three demand scenarios:

- Peak Demand (Summer)
- Shoulder Season (Intended to simulate average demands)
- Winter Season (Low Demand)

Up to two additional future demand scenarios will be required: a 2030 scenario, and a 20-year (2045) future scenario.

All scenarios created and used during the course of the project may need to be converted to EPA SWMM at the end of the project and provided to the Town for use, in addition to the final InfoWater Pro Models and scenarios.

(c) Water System Planning

(i) Using the existing conditions model scenarios, identify potential near term improvements and alternatives to the Towns distribution system with a focus on the Old Town area. As an example, potential improvements may be needed to

address water age and chlorine residual issues currently handled by Town field personnel.

(ii) Using the future conditions water model scenarios (2030 and buildout) identify improvements and alternatives to the Town's water system including storage tanks, pump stations, transmission mains, alternative supply connections, and potential interconnects with adjacent service providers (the Town can provide specific directions in regard to alternative supply connections and interconnects which will be based on the results of the Water Source Development Plan project scheduled to be completed in early 2025).

(iii) Develop an implementation plan that identifies the near-term projects (5 years) and long-term projects (20 years) as well as planning level cost estimates for those projects.

1) The implementation plan will identify specific developments or growth criteria that will trigger the various distribution system projects. Additional criteria may be needed in order to prioritize projects that are not driven by development or growth. This task should also include a discussion on currently available funding sources to the Town.

(d) Water system standards

Review the Towns current Design Standards and Construction Specifications (including standard details) for potable water systems for compliance with current industry standards and water quality regulations. Deliverables to include:

(i) Design Standards and Specifications in word and pdf form and standard details in pdf form and Civil 3D format.

(e) Final Report

Prepare a draft Master Plan report that incorporates the results of all previous tasks into a comprehensive report. The report shall summarize and document the assumptions used in the creation of the future water model scenarios, the results of the calibration efforts, and the updates to the existing conditions scenarios. The report shall summarize the current water system components, the current system deficiencies, the future system components, and the near term and long-term implementation plans including cost estimates in 2025 dollars. The report will be submitted to the Town in draft form for review and then it will be finalized.

Upon completion of the Master Plan Report the consultant shall prepare and conduct a presentation of the Master Plan Report to the Town Board during a work session. Comments received during this presentation if appropriate will be incorporated into the Final Report.

3. Proposal Requirements and Format

(a) Consultant Qualifications

(i) The proposing consultant shall demonstrate their teams' qualifications for developing the Master Plan. The experience, background, and unique qualifications of key staff members shall be identified. A detailed organization chart shall identify the role of each team member.

1) Sub Consultants – provide details on any identified sub vendors needed to successfully complete the project.

(b) Project Understanding and Approach

(i) Provide an understanding of the scope of services and the consultants proposed overall approach to the scope of services. This section should indicate skills, experience, and approach to the scope of services which distinguish the firm, and state why your firm believes it is best qualified to perform these services.

(c) Project Experience/References

(i) The Consultant shall provide four (4) projects of a similar nature that the consultant has previously completed within the last five (5) years or is currently completing. Each project experience write up shall include a brief project summary, initial and final cost (if not yet complete please note that), location, and an owner contact (Name, email).

(d) Project Timeline

(i) Provide a schedule for the project showing key dates and milestones that will determine the overall project timeline.

(e) Provide a price proposal by task that includes estimated hours and hourly rate for the staff to complete each task. Provide a separate summary of any non-labor expenses (travel, meals etc.) Provide a not to exceed total for the requested services.

4. Administrative

(a) Consultant Inquiries

(i) Consultants shall submit questions to this RFP via BidNet. Questions must be received by Close of Business (5pm) **February 7, 2025**. Responses to questions received ahead of the deadline will be available for all bidders on BidNet and will be posted no later than **February 14, 2025.**

(ii) Any addenda issued to this RFP will be added to BidNet.

(b) Submittal

(i) Responses must be submitted electronically to BidNet. The deadline for submittal is **February 21, 2025 at 5pm.**

(c) Anticipate Notice of Award in March 2025

(d) Town Board approval of contract on April 8, 2025, followed by Notice to Proceed.

(e) Evaluation of Proposals

The following criteria will be used in screening and ranking of the firms:

1) Qualifications of the Project Team (30%): Preference shall be given to those firms with key staff experience with similar project scopes.
2) Project Understanding and Approach (30%): Preference shall be given to those consultants that demonstrate an effective understanding of the basic project requirements and standard approach.
3) Past Experience (30%): Preference shall be given to consultants with experience in similar project scope and demonstrated ability to complete the project within budget.
4) Price Proposal (10%): The selection team is not required to select based on low price, however the budgeted fee for the project is $125,000 which is listed in the Towns 2025 Budget.

(f) Rejection of RFP

(i) The Town reserves the right to reject any or all RFPs, to waive irregularities in the RFP received, and accept any portion of any RFP if deemed in the best interest of the Town.

(g) Proposal Validity Time

(i) Proposals may not be withdrawn and shall remain valid for a period of not less than sixty (60) calendar days from closing date and time.

(h) Incurring costs

(i) The Town will not be liable for any cost which the Consultant may incur in the preparation of the RFP.

(i) Formation of Consultant Agreement

(i) After selecting the preferred proposal, the Town may conduct negotiations with the Consultant to arrive at the best final offer. Parties shall enter into a contract which will go before the Board of Trustees for approval. A Notice to Proceed will then be subsequently issued.

Board of Trustees Meeting

Date: **April 8, 2025**
Subject: **Resolution No. 14-2025 - A Resolution Requesting a Budget Amendment for Housing Affordability Infrastructure Study**

- **Presentation: Cody Bird, Planning Director and Nic Redavid, Finance Director/Treasurer**

EXECUTIVE SUMMARY

The Town has utilized grant funds to complete the Wellington Housing Needs & Affordability Assessment. As the Housing Needs & Affordability Assessment is nearing completion, there are unexpended grant funds remaining. The Town desires to leverage the remaining available grant funds to further infrastructure planning that would support future development of affordable housing in the Town's primary growth corridors at the south end of the Town and along State Highway 1.

The grant requires a 25% local match, meaning 75% of the costs would be reimbursed through the grant. Because the grant is a reimbursement grant, the Town is responsible for paying the full amount for professional services before seeking reimbursement. Funding for this additional project scope was not anticipated at the time of the 2025 budget approval, and therefore, an appropriation is needed to make the funding available for expenditure in 2025.

A resolution to appropriate funds for pursing this grant-funded opportunity is attached with this report.

BACKGROUND / DISCUSSION

The Town desires to undertake an evaluation for increased sanitary sewer capacity, alignment, sizing needs, and preliminary design of a new Town interceptor sewer. This effort will provide necessary information to plan and budget for the construction of a new sewer interceptor in an area between the Town's water reclamation facility and areas in the Town's southern and western growth corridors where residential densities are planned that would support affordable housing. Capacity analysis and alignment study of this interceptor sewer is essential for ensuring that housing opportunities in the primary growth area of the Town are not prevented by a lack of sewer infrastructure. Having this analysis will also enable the Town to plan for and leverage future funding opportunities.

CONNECTION WITH ADOPTED MASTER PLANS

This action supports the Board of Trustees' Strategic Plan priorities and the Town of Wellington Comprehensive Plan goals and strategies in the following ways:

<u>Strategic Plan 2025-2029</u>
Grow Responsibly

- Proactively maintain and improve utilities, streets and built environment
- Improve Housing Diversity
- Explore Financing Options for Development

Comprehensive Plan

Facilities and Programs (F&P) Goal 1 – Ensure a maintained level of service and efficient extension of service within the Growth Management Area (GMA).

- F&P.1.1. In partnership with Public Works, collaborate on an infrastructure master plan and planning documents to proactively guide and evaluate Town growth and limitations.
- F&P.1.2. Ensure the expansion and upgrades of utilities, infrastructure, and amenities are consistent with Town Plans and that key projects are included in the five-year Capital Improvements Plan.

FISCAL IMPLICATIONS

The Town received a grant in the amount of $52,500 for undertaking the Housing Needs & Affordability Assessment. The grant reimburses 75% of the funds expended on the project. The project is anticipated to come in under budget, leaving approximately $15,375 of remaining grant funding available. The requested appropriation would allow the Town to leverage the $15,375 of grant funding with an increased cost to the Town of only $5,125 more than what is currently obligated.

The impact to the estimated end fund balance for 2025 in the General Fund will be less than 0.07% as grant funding will reimburse the Town for $15,375 of the expended funds, increasing anticipated grant revenue in the General Fund to $45,075.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 14-2025.

MOTION RECOMMENDATION

Option 1) Move to approve on the consent agenda.
Option 2) Move to approve Resolution No. 14-2025 - A Resolution Requesting a Budget Amendment for Housing Affordability Infrastructure Study

ATTACHMENTS

1. Resolution No. 14-2025

TOWN OF WELLINGTON

RESOLUTION NO. 14-2025

A RESOLUTION ADJUSTING APPROPRIATIONS OF THE TOWN OF WELLINGTON, COLORADO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING ON DECEMBER 31, 2025

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, approved the budget for the fiscal year beginning January 1, 2025, and ending on December 31, 2025, by Resolution No. 60-2024 on November 19, 2024; and

WHEREAS, the Town applied for and received grant funding in the amount of $52,500 and the grant funds have been used for a professional services contract to conduct research and create the Wellington Housing Needs & Affordability Assessment; and

WHERAS, the professional services contract is not anticipated to exhaust the funding available through the grant award, and it is advantageous to leverage remaining available grant funds for the betterment of the Town; and

WHEREAS, Town staff identified a need for specialized engineering analysis of a section of the Town's sanitary sewer system where capacity limitations may limit additional future affordable housing development; and

WHERAS, the Town desires, and has submitted a request, to amend the scope of services for the grant contract to include engineering analysis of the existing capacity, topographical considerations, and conceptual design and alignment of the sanitary sewer infrastructure needed to support the Town's primary growth corridor; and

WHERAS, the Town desires to appropriate $20,000 in the 2025 budget to obtain professional services for evaluating the infrastructure study; and

WHEREAS, the Town is required to pay for the professional services and must meet a 25% match requirement, and the remaining 75% is reimbursed to the Town; and

WHEREAS, the impact to the estimated end fund balance for 2025 in the General Fund will be less than 0.07% as grant funding will reimburse the Town for $15,375 of the expended funds, increasing anticipated grant revenue in the General Fund to $45,075; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, desires to make adjustments to appropriations for fiscal year 2025; and

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

Section 1. The following adjustments to appropriations are hereby made for the Town of Wellington, Larimer County, Colorado, for the fiscal year beginning January 1, 2025, and ending December 31, 2025.

Account	Account Title	2025 Budget as Approved	Additional Appropriation	2025 Budget as Adjusted
211-80-5051	Housing Needs Assessment and Strategy Development	$10,000	$20,000	**$30,000**

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted this 8th day of April, 2025.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

_____
Hannah Hill, Town Clerk

Board of Trustees Meeting

Date: **April 8, 2025**
Subject: **Housing Needs and Affordability Assessment - Final Report**

- **Presentation: Cody Bird, Planning Director**
- **Guests: Matrix Design Group, Inc., Consultants**

EXECUTIVE SUMMARY

Town of Wellington Staff and the consultant group, Matrix Design Group, Inc. conducted a Housing Needs and Affordability Assessment to quantify gaps in the housing market and to provide recommendations to address those gaps. The final report has been included as *Attachment A*.

Key findings of the Wellington Housing Needs and Affordability Assessment include:

- Single-family homes are the vast majority of residential housing units in Wellington (90% of the town's residential parcels), followed by townhomes and condominiums. Duplexes, triplexes, manufactured homes, and apartments account for 1% of residential properties.
- Wellington's housing stock is relatively new, with the median home having been constructed in 2007.
- In 2022, 1% of the town's homes were unoccupied.
- Average rent is 45% higher in Wellington than Larimer County as a whole.
- In 2022, 41% of renter households and 24% of homeowners were considered cost-burdened, meaning they devote 30% or more of household income to gross rent or mortgage.
- There is a gap in rental units below 50% AMI (Area Median Income).
- There is a gap in entry-level for-sale housing units.
- To accommodate the expected growth of the Town, approximately 800 new units must be available by 2030 and over 1,300 new units must be available by 2035.

Recommended strategies to address these findings and the identified gaps include:

1. Regulatory reform – remove barriers to the development of accessory dwelling units, re-evaluate parking standards, amend the design review process, introduce inclusionary zoning to incentivize affordable development, and modify dimensional standards and other regulations to increase diversity of housing types.
2. Plan or study – Consider measures aimed at promoting housing rehabilitation and preservation.
3. Program or resource – create a naturally occurring affordable housing (NOAH) inventory, increase senior housing options and facilitate aging in place, pursue funding opportunities through the U.S. Department of Housing and Urban Development (HUD) and Colorado Department of Local Affairs (DOLA).

BACKGROUND / DISCUSSION

- The Town of Wellington was awarded an Innovative Affordable Housing Planning Grant Program award by the Colorado Department of Local Affairs (DOLA) on November 28, 2022. These funds were used to study and complete a Housing Needs and Affordability Assessment.
- In July 2024, the Town of Wellington contracted with Matrix Design Group, Inc. to conduct a Housing Needs and Affordability Assessment. The purpose of this study was to quantify the gaps in the Town's housing stock and identify potential actions to address these gaps.
- The assessment includes public feedback from visual preference surveys, online resident surveys, and stakeholder interviews.
- The Planning Commission held a work session on December 9, 2024 to review an early draft of the Housing Needs and Affordability Assessment, and to discuss the initial findings.
- The Planning Commission was presented with an updated draft of the Housing Needs and Affordability Assessment on February 3, 2025. Following discussion, the Commission directed Staff to prepare draft code amendments based on the housing strategies recommended in the assessment.
- The Board of Trustees reviewed the draft of the Housing Needs and Affordability Assessment on February 11, 2025. The Board supported the draft housing strategy recommendations.
- The Planning Commission met on April 7, 2025, to accept the final version of the Wellington Housing Needs and Affordability Assessment.
- The final Wellington Housing Needs and Affordability Assessment is included in this report as *Attachment 2*.

CONNECTION WITH ADOPTED MASTER PLANS

This action supports the following Board of Trustees' Strategic Plan priorities and the Town of Wellington Comprehensive Plan goals and strategies:

Strategic Plan 2025-2029

Grow Responsibly

- Improve Housing Diversity
- Advance Cohesive & Holistic New Developments
- Explore Financing Options for Development

Foster Economic Vibrancy

- Recruit New Businesses

Comprehensive Plan

Community Cohesion Goal 2. Ensure that existing and future residential developments contribute to enhancing quality of life.

- CC.2.1. Update the Land Use Code to allow a greater mix of housing types and styles that cater to a variety of families, including older adults, first time home-buyers, lower income earners, and people with disabilities, among others.
- CC.2.2. Support Housing Catalyst in their mission to provide affordable housing.
- CC.2.3. Identify incentives to encourage new housing developments and retrofits to include energy-efficient and water-wise materials and practices while ensuring homes are both affordable and cost comparable.

Thriving Economy Goal 4. Develop a supportive business environment that aids in creating a thriving local economy.

- TE.4.1. Balance residential with commercial land uses to promote local job opportunities and needed services for residents.

FISCAL IMPLICATIONS

This Housing Needs and Affordability Assessment is made possible by grant funding provided by the Colorado Department of Local Affairs (DOLA).

STAFF RECOMMENDATION

Staff recommends the Board of Trustees accept the final report of the Wellington Housing Needs and Affordability Assessment.

MOTION RECOMMENDATION

Move to accept the final report of the Wellington Housing Needs and Affordability Assessment.

ATTACHMENTS

1. Presentation Slides
2. Wellington Housing Needs and Affordability Assessment - Final Report

Board of Trustees

Housing Needs and Affordability Assessment: Final Report

Presented by: Cody Bird, Planning Director
Town of Wellington Planning Department
April 8, 2025

Why Look at Housing?

Board of Trustees Strategic Plan 2025-2029

- Grow Responsibly
  - Improve Housing Diversity
  - Advance Cohesive & Holistic New Developments
  - Explore Financing Options for Development

- Foster Economic Vibrancy
  - Recruit New Businesses



Why Look at Housing?

PLAN WELL
VISION FOR TOMORROW
SOLUTIONS FOR TODAY

Comprehensive Plan Goals & Strategies *(adopted 2021)*

- Community Cohesion Goal 2. Ensure that existing and future residential developments contribute to enhancing quality of life.
  - CC.2.1. Update the Land Use Code to allow a greater mix of housing types and styles that cater to a variety of families, including older adults, first time home-buyers, lower income earners, and people with disabilities, among others.
  - CC.2.2. Support Housing Catalyst in their mission to provide affordable housing.
  - CC.2.3. Identify incentives to encourage new housing developments and retrofits to include energy-efficient and water-wise materials and practices while insuring homes are both affordable and cost comparable.

- Thriving Economy Goal 4. Develop a supportive business environment that aids in creating a thriving local economy.
  - TE.4.1. Balance residential with commercial land uses to promote local job opportunities and needed services for residents.

Background

- **December 9, 2024: Planning Commission**
  - Work Session on Housing Needs & Affordability Assessment (Draft 1)

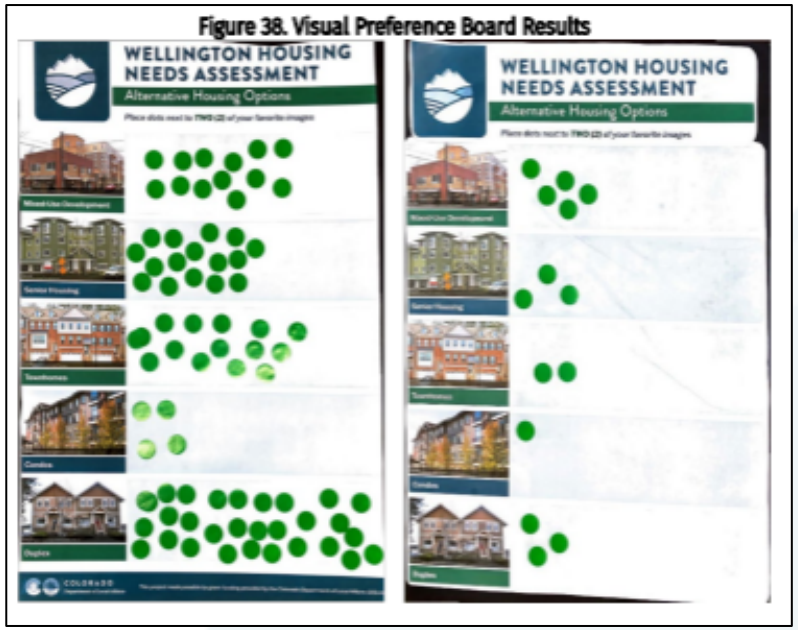
- **February 3, 2025: Planning Commission**
  - Presentation of Housing Needs & Affordability Assessment (Draft 2) and Discussion
  - Planning Commission directed Staff to consider code amendments for recommended housing strategies

- **February 11, 2025: Board of Trustees**
  - Presentation of Housing Needs & Affordability Assessment (Draft 2) and Discussion
  - Board of Trustees supported the draft housing strategy recommendations

- **April 7, 2025: Planning Commission**
  - Meeting held to accept the final version of the Wellington Housing Needs & Affordability Assessment

Background

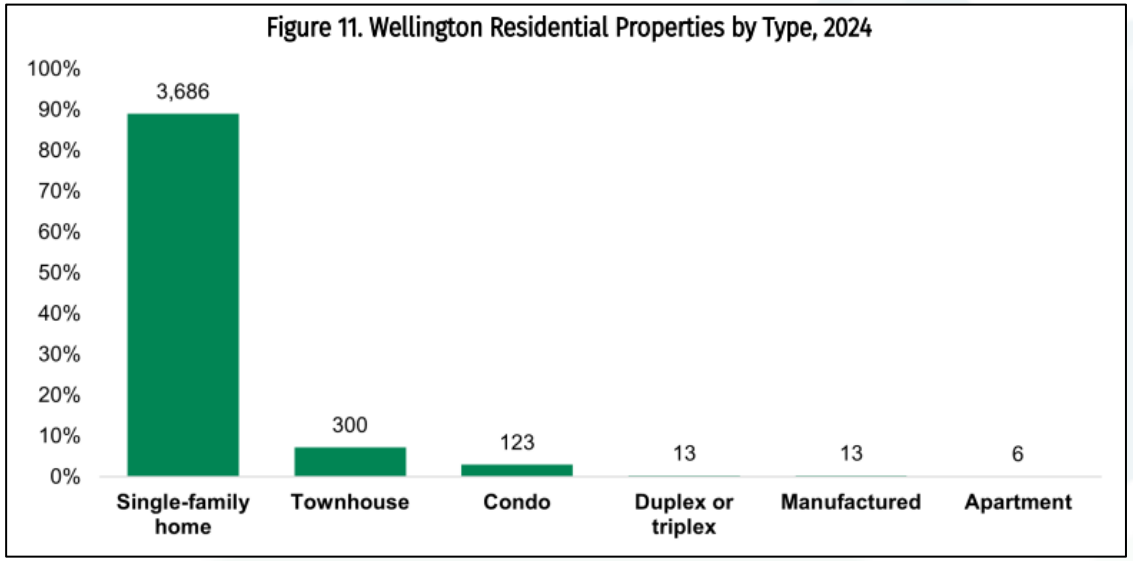
- Community Engagement
  - Resident Surveys
  - Social Media
  - Visual Preference Surveys
  - Town Website
  - Stakeholder Interviews

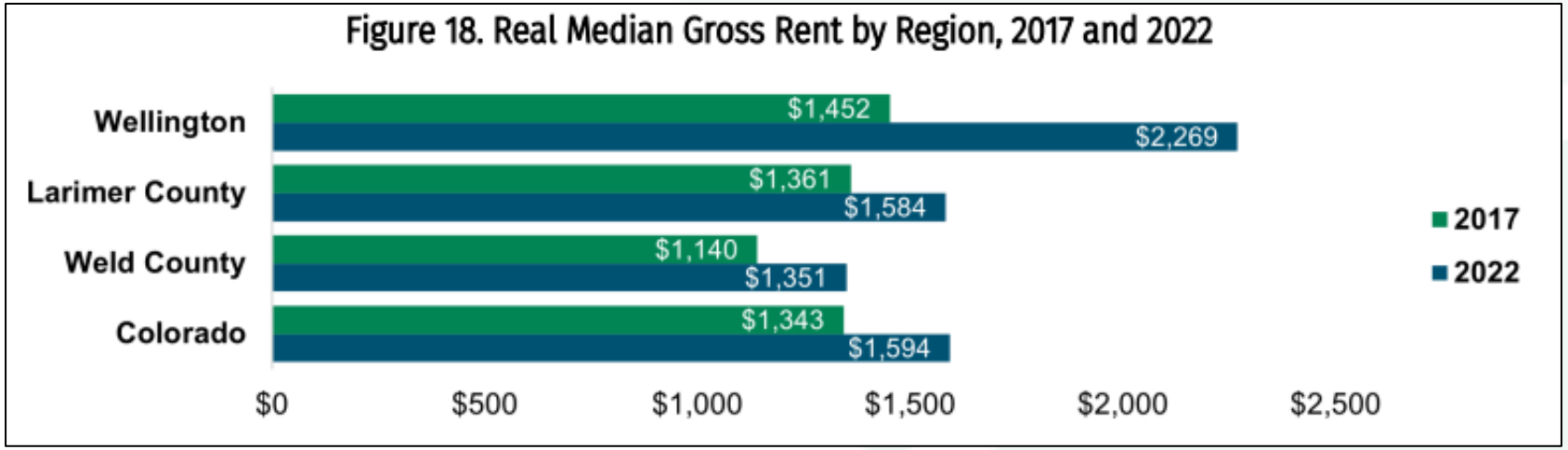




Housing Needs Assessment Summary

- Single-family homes are the majority of residential housing units in Wellington
- Average rent is 45% higher in Wellington than Larimer County as a whole.
- In 2022, 41% of renter households and 24% of homeowners were considered cost-burdened (paying more than 30% of income on housing)





TOWN OF WELLINGTON

Housing Needs Assessment Summary

- There is a gap in rental units below 50% AMI.
- Median rent ($2,395) requires an income of $113,800.

- There is a gap in entry-level for-sale housing units.
- Median home price ($479,950) requires an income of about $160,000.

- To accommodate the expected growth of the Town, approximately 800 new units must be available by 2030 and over 1,300 new units must be available by 2035.
- Recommended strategies to address these findings and the identified gaps include regulatory reforms, plans or studies, and programs or resources.

Table 17. Rental Housing Gaps in Wellington, 2022

AMI level	Households	Housing units	Gap
<30% AMI	98	0	-98
<50% AMI	139	0	-139
<80% AMI	268	287	19
<120% AMI	391	655	264
<200% AMI	463	655	192
All	655	655	0

Table 20. Market Value-Based Owner Housing Gaps in Wellington, 2022

AMI level	Households	Housing units	Gap
<30% AMI	473	121	-352
<50% AMI	905	186	-719
<80% AMI	1,448	233	-1,215
<120% AMI	2,351	1,537	-814
<200% AMI	2,749	3,213	464
All	3,344	3,385	41

TOWN OF WELLINGTON

Housing Needs and Affordability Assessment Housing Strategies

- Expand Accessory Dwelling Units (ADUs)
- Incentivize Affordable Development
- Support Housing Rehabilitation, Preservation, and Infill Development
- Update Dimensional Standards
- Diversify Housing Stock
- Provide More Senior Housing Options and Facilitate Aging in Place
- HUD Funding Opportunities
- DOLA Funding Opportunities

TOWN OF WELLINGTON

IMPLEMENTATION TABLE

Short-Term Strategies

Strategy	Type	Priority	Timeline	Anticipated Cost
Amend the Land Use Code to expand ADUs by increasing unit size limit and updating design standards.	Regulatory Reform	High	0-2 years	$
Revise parking standards for affordable housing projects.	Regulatory Reform	High	0-2 years	$
Amend the dimensional standards to encourage alternative housing options and sizes.	Regulatory Reform	High	0-2 years	$
Update the design review process to allow for special exemptions for affordable housing projects.	Regulatory Reform	High	0-2 years	$
Expedite review timeframes and waive or reduce permit fees for affordable housing projects.	Regulatory Reform	High	0-2 years	$$

Medium-Term Strategies

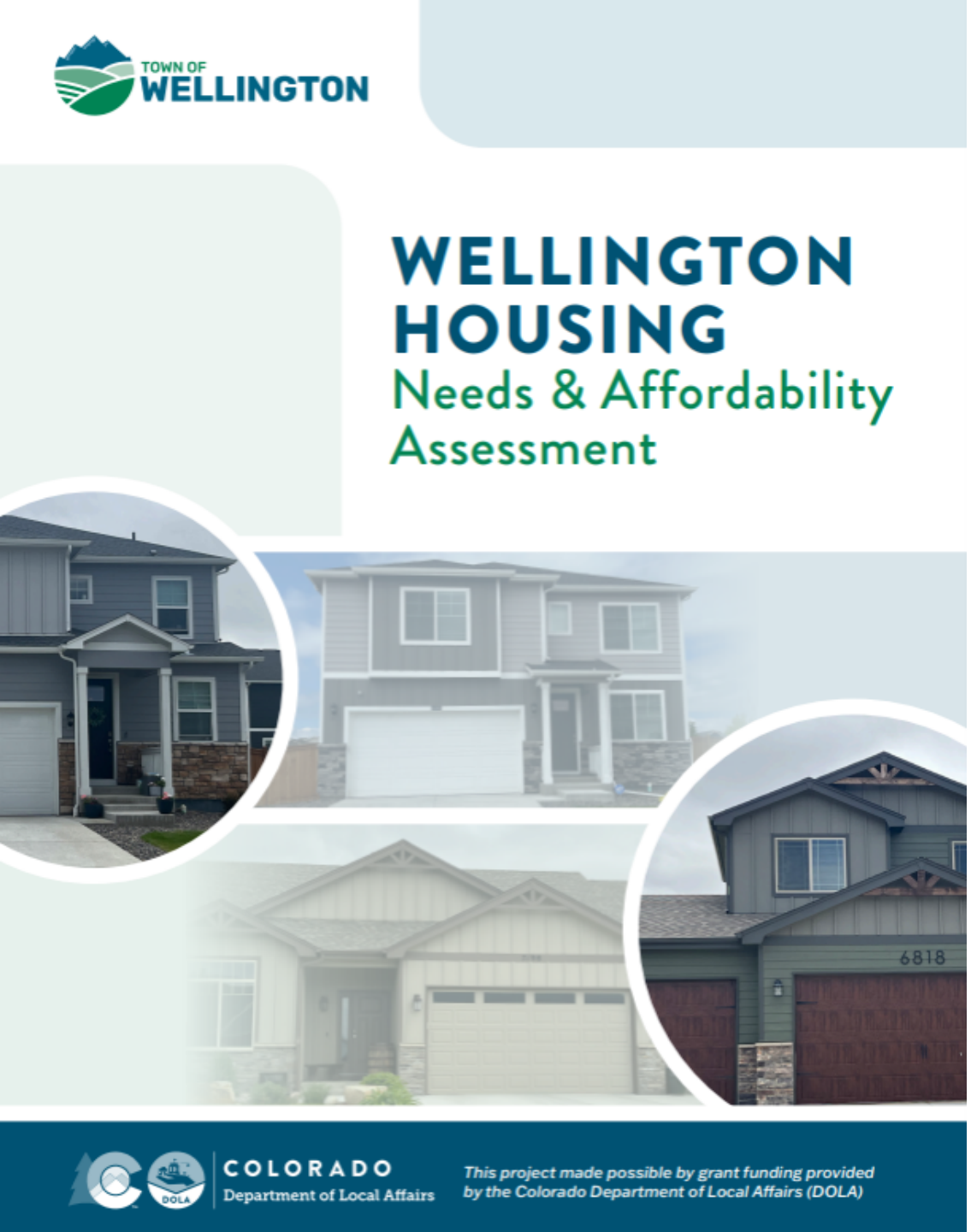
Strategy	Type	Priority	Timeline	Anticipated Cost
Develop incentives for infill projects that maximize existing infrastructure.	Program or Resource	High	2-5 years	$$
Prioritize senior housing and facilitate aging in place.	Program or Resource	High	2-5 years	$$
Enhance community education by hosting informational workshops on available funding opportunities.	Program or Resource	Low	2-5 years	$$

Long-Term Strategies

Strategy	Type	Priority	Timeline	Anticipated Cost
Introduce a pre-approved ADU design program.	Program or Resource	Low	5+ years	$$$
Establish a housing rehabilitation program.	Plan or Study	Medium	5+ years	$$$
Introduce inclusionary zoning policies, requiring new developments to include a percentage of affordable units.	Regulatory Reform	Medium	5+ years	$
Create and implement a short-term rental registration program for ADUs.	Program or Resource	Medium	5+ years	$$$

Ongoing Strategies

Strategy	Type	Priority	Timeline	Anticipated Cost
Pursue funding opportunities for ADUs.	Program or Resource	Medium	Ongoing	$$
Pursue HUD and DOLA funding mechanisms.	Program or Resource	Medium	Ongoing	$$
Develop and maintain naturally occuring affordable housing (NOAH) inventory.	Plan or Study	Low	Ongoing	$$
Explore partnerships with non-projfit organizations and community land trusts for NOAH preservation.	Program or Resource	Medium	Ongoing	$$



Staff Recommendation

Staff recommends the Board of Trustees accept the final report of the Wellington Housing Needs and Affordability Assessment.

Questions or Comments?

TOWN OF WELLINGTON

TOWN OF WELLINGTON

WELLINGTON HOUSING

Needs & Affordability Assessment









COLORADO
Department of Local Affairs

This project made possible by grant funding provided by the Colorado Department of Local Affairs (DOLA)

Wellington Housing Needs & Affordability Assessment

Prepared for:

TOWN OF WELLINGTON

Prepared by:

Matrix
Excellence by Design

707 17th St
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Updated: March 27, 2025

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Methodology Disclaimer

This Housing Needs & Affordability Assessment was initiated prior to the release of the final methodology guidelines issued by the Colorado Department of Local Affairs (DOLA) pursuant to Senate Bill 24-174. As a result, some elements of the analysis utilize alternative methods or data sources that were appropriate and available at the time the project began.

While the structure and content of this report align closely with the intent and core requirements of SB 24-174, certain calculations and assumptions may differ from those outlined in the final DOLA guidance. These differences are the result of project timing, not an oversight. The methodologies used were selected by Town Staff and the consultant team to provide accurate, locally relevant insights. This Housing Needs & Affordability Assessment should be reviewed and updated periodically to incorporate new data and guidance.

Executive Summary

In July 2024, the Town of Wellington contracted with Matrix Design Group, Inc. (Matrix) to conduct a *Housing Needs and Affordability Assessment*. A Colorado Department of Local Affairs Innovative Housing Opportunities Planning (IHOP) grant provided the funding for this project. As the title implies, the assessment serves to quantify the gaps in the town's housing stock. Because demographics are inextricably linked to a community's housing needs, the assessment features a comprehensive analysis of the town's population and household characteristics. It also assesses the state of the town's housing stock and rental and ownership markets. The findings are set to aid local leaders and stakeholders in achieving the *Wellington Comprehensive Plan 2021*'s goal of ensuring that "existing and future residential developments contribute to enhancing quality of life."

What is the composition of Wellington's population and households in terms of demographics, socioeconomic status, and housing tenure?

In 2023, Wellington's population reached 11,871. It is projected to rise to 25,000 in 2040 and 33,000 in 2050. Seniors have outpaced other age groups in population growth, with the 2022 five-year American Community Survey (ACS) showing that residents aged 65 and over accounted for 10% of the population. There is a clear need for accessible housing for people with disabilities, as well as assisted living and memory care facilities: An estimated 245 seniors were experiencing ambulatory difficulties, while 143 were impacted by a self-care or living difficulty. Cognitive disabilities were less common, affecting an estimated 56 seniors.

According to the ACS, the median Wellington household earned $101,259. Given that housing is considered affordable when monthly costs account for less than 30% of gross household income, it was advisable for the typical Wellington household to spend no more than $2,531 on total rental or ownership costs. Despite Wellington's relatively high median household income, it had substantial income inequality. ***The town's family poverty rate of 7.4% exceeded the regional and statewide rates, underscoring the need for low-income housing.***

As of 2022, approximately 84% of the town's 4,000 households owned their homes. This rate was almost identical to the one observed five years earlier, even though recent home price and interest rate surges have rendered homeownership less attainable. Homeownership is far more common in Wellington than in other parts of the state, which likely reflects the town's limited rental options.

What are some key characteristics of Wellington's housing stock?

Consistent with the observation that Wellington households overwhelmingly own their homes, about nine-in-ten residential properties in Wellington are single-family detached homes. The housing stock also features 300 townhomes and 123 condos. Other housing types, including duplexes, triplexes, and apartments, are rarer.

By any measure, the housing stock is in exceptional condition. The town has been the beneficiary of a significant amount of new development, with the median home having been constructed in 2007. However, Wellington does have its share of older homes, especially in the north central neighborhoods. Substandard units, defined as those with incomplete kitchen or plumbing facilities, are so rare in Wellington that none appeared in the most recent ACS sample.

Vacancies have consistently been scarce in Wellington. As of 2022, just one percent of the town's homes were unoccupied. This rate, which was considerably lower than the countywide and statewide rates, suggests that Wellington has faced a housing

shortage. Wellington's constrained housing supply has fostered favorable market conditions for sellers and landlords, who can generally command high asking prices.

How affordable is Wellington for renters?

In August 2024, median asking rent in Wellington was $2,395. To limit gross rent (including utilities) to less than 30% of household income, a household would need to earn at least $113,800. This represents 96% of the FY 2024 area median income (AMI) of $118,800 for the Fort Collins, CO Metropolitan Statistical Area (MSA). But because one- and two-person households generally earn significantly less than AMI, which is calculated for a family of four, they often struggle to afford the typical rental unit in Wellington. ***Compared to Larimer County in its entirety, Wellington is about 43% more expensive for renters.*** Previously, this disparity was significantly smaller.

Per the 2022 ACS, Wellington was home to 251 cost-burdened renter households, defined as those that devote 30% or more of household income to gross rent. This equates to a cost-burdened rate of 41%, which, encouragingly, fell below the countywide and statewide rates and marked a decline from 2017. ***Among the subset of renters who qualified as cost burdened, though, more than eight in ten qualified as "severely burdened," in that they spent 50% or more of their income on housing.***

How affordable is Wellington for homeowners?

In September 2024, the median Wellington home sold for $475,000, a 23% real increase over pre-pandemic levels. Assuming a 20% down payment, a 30-year loan term, and a 7% interest rate, such a home would carry a mortgage of $2,528. In accordance with the general rule that a home's sale price should represent no more than three times household income, a family would need to earn at least $159,982 to afford a home at this price point. Homes that sell for substantially less than the median price are more likely to be older and, by extension, require repairs and upgrades. Prices tend to be lower in Wellington, and Larimer County more generally, than in Weld County and the state as a whole. Inadequate supply has been a main contributing factor to Wellington's escalating home prices. ***While availability has increased more recently, there were periods in 2022 and 2023 when the entire inventory was estimated to sell out in just two months or less.***

Whereas prospective homeowners can expect to pay over $2,500 on the mortgage alone, among all homeowners in Wellington, median monthly costs (inclusive of property taxes, HOA fees, utilities, and insurance) totaled $1,965 in 2022. Homeowners faced less severe affordability challenges than renters. About 23% of the town's homeowners met the definition of cost burdened, spending 30% or more of household income on housing costs. By comparison, the countywide and statewide homeowner cost-burdened rates were 27% and 29%, respectively.

What are Wellington's current and future housing gaps?

Wellington's renter households spanned the income spectrum, yet its rental units were concentrated in a price range suitable for households earning at least 50% AMI ($55,650). ***At the below 50% AMI level, the rental shortage amounted to 139 units.*** This mismatch exposes the community's lowest-income renters to increased housing instability.

Likewise, the owner housing stock did not fully reflect the income distribution of homeowners. ***For example, 1,448 owner households earned below 80% AMI, yet just 233 homes would have been affordable to them at today's market values.*** This finding underscores the need for additional entry-level for-sale housing in Wellington, especially if the town aims to sustain a diverse homeowner population.

When market conditions are unfavorable to renters and buyers, much of the demand for housing is unrealized, or latent, as individuals and families turn to shared living arrangements to reduce housing expenses. ***As of 2022, 4,000 realized, or actual, households resided in Wellington, but an additional 170 to 307 would have formed if housing were more affordable.*** These latent households would have been disproportionately low income, further highlighting the need for additional affordable options.

In 2040, 1,467 renter households and 7,493 owner-occupied households are projected to reside in Wellington. These totals are anticipated to rise to 1,937 and 9,891 by 2050, respectively. ***To accommodate this expected growth, the town requires approximately 800 new units by 2030 and over 1,300 new units by 2035.*** The new units must cater to a wide range of residents in order to preserve Wellington's current socioeconomic diversity.

What strategies can Wellington pursue to address existing and emerging shortages?

By implementing various policy and regulatory changes, as well as pursuing key funding opportunities, Wellington can reinforce its housing supply for current and future generations. A high-level list of recommended strategies appears below.

1. Support the development of accessory dwelling units;
2. Reevaluate parking standards, amend the design review process, and introduce inclusionary zoning to incentivize affordable development;
3. Create a naturally occurring affordable housing (NOAH) inventory and consider other measures aimed at promoting housing rehabilitation and preservation;
4. Modify dimensional standards and other regulations to increase housing diversity;
5. Increase senior housing options and facilitate aging in place;
6. Pursue funding opportunities through HUD and DOLA.

What tangible benefits will increased housing diversity bring to Wellington?

Expanding housing diversity in Wellington is vital to fostering economic and workforce development. A variety of housing options—including affordable apartments, townhomes, and single-family residences—would accommodate a broader range of workers, enabling workers, families, and retirees to live in the community. This inclusivity would help attract and retain a diverse consumer base and skilled workforce for local businesses. Indeed, shorter commute times can boost employee satisfaction by promoting work-life balance and lowering stress. Additionally, the perception that a community has suitable housing for employees can stimulate economic growth by encouraging new businesses and industries to establish operations in Wellington. In sum, an adequate supply of safe, quality housing for younger workers, middle-income families, and older residents looking to downsize can help Wellington build a more resilient economy and vibrant community that meets the needs of all residents.

Wellington's comprehensive housing plan includes a set of strategies to address housing needs across ongoing, short-, medium--, and long-term horizons. To measure success, the plan incorporates industry best practices for benchmarking, including metrics on affordability and supply gap reduction. Priority community housing goals are recommended to create realistic targets by the next Housing Needs & Affordability Assessment update. These benchmarks will be regularly reviewed and adjusted to ensure the plan's effectiveness in meeting the community's evolving housing needs.

Introduction

Located in northern Larimer County, Colorado, the Town of Wellington is a rapidly growing community known for its small-town charm, proximity to Fort Collins, and easy access to Colorado's Front Range. With an estimated population of approximately 12,000, Wellington has experienced remarkable growth since the turn of the century. The sources of the town's appeal include its rural character, quality schools, and scenic views. Wellington has grown from its agricultural roots to become a residential and commuter-friendly community, while still retaining elements of its cultural heritage.

Wellington's growth has been fueled by its strategic location along Interstate 25, which has led many who work in Fort Collins, Denver, and nearby urban centers to make it their home. This connectivity, paired with the town's reputation for safety and community-oriented values, has attracted a diverse mix of families, professionals, and retirees. First-time homebuyers have been particularly drawn to Wellington for its affordability compared to communities such as Fort Collins and Boulder, as well as its growing community amenities.

While this rapid growth has helped create a thriving community, it also presents challenges, especially as it relates to housing. Demand for affordable and attainable housing has surged, outpacing the development of new housing stock and placing pressure on existing resources. Although Wellington's growth has far exceeded that of the state and nation, the housing shortage is by no means confined to the town. Indeed, Colorado is estimated to face a housing deficit ranging from 127,000 to 225,000 units, while the national shortage is thought to range from 3.8 to 4.5 million units.

To be sure, housing-related challenges predate the COVID-19 pandemic, but a myriad of pandemic-related factors, including supply chain constraints, labor shortages, increased material costs, and the proliferation of remote work, caused them to exacerbate. Wellington faces the task of balancing its growth with sustainable planning to ensure housing accessibility, quality, and affordability for all residents. Rising property values and housing costs, shifting demographics, and the limited availability of developable land underscore the importance of data-driven decision-making to guide Wellington's future development and maintain its welcoming, inclusive character.

To that end, the Town of Wellington retained Matrix Design Group, Inc. (Matrix) to conduct a *Housing Needs and Affordability Assessment*. The insights gained will help the Town realize its goal, as stated in *Wellington Comprehensive Plan 2021*, of ensuring that "existing and future residential developments contribute to enhancing quality of life." While the Town is concerned about the housing needs of all residents, the Comprehensive Plan emphasizes the need to create viable housing options for the local workforce specifically. The demographic, socioeconomic, and housing data presented in this study are intended to help the community ascertain the extent of this need for the workforce and residents more generally, as well as strategize for the future.

Methodology

To provide a comprehensive picture of housing conditions in Wellington, Matrix employed a rigorous, mixed-methods approach that combined data analysis with community engagement. For the various metrics presented throughout the study, Larimer County, Weld County, and Colorado serve as points of comparison, thus adding key context to the findings. The analyses leverage the premier sources of demographic, socioeconomic, and housing data, which are described below.

- **American Community Survey:** Administered by the U.S. Census Bureau on an ongoing basis, the American Community Survey (ACS) is the leading source of statistically valid demographic, socioeconomic, and housing data. ***The U.S. Census Bureau employs probability***

sampling, statistical weighting, and other scientific methods to ensure the sample is representative of the population. Unlike real estate and rental listing data, ACS data are not limited to the housing units currently available for sale or rent. At the time of this writing, the most current estimates for Wellington are available from the 2022 five-year ACS, which covers the period from 2018 to 2022. When discussing five-year ACS data, this report references only the year featured in the title of the survey. Particularly for small communities such as Wellington, ACS estimates can have wide margins of error and therefore carry considerable statistical uncertainty. Readers should be aware of this limitation as they interpret the findings.

- **Larimer County Assessor's Office:** The parcel database from the Larimer County Assessor's Office provides 2024 residential property values for Wellington. Commercial properties were excluded from all analyses.
- **Redfin:** The Redfin Real Estate Data Center compiles data from multiple listing service (MLS) databases, which track real estate transactions in nearly real time, in every locale across the country. A variety of indicators that, collectively, shed light on the state of the for-sale housing market are available.
- **Zillow:** A leading online real estate marketplace, Zillow provides up-to-date rental listing data. Available rentals are usually classified by location, price, and size.
- **Apartments.com:** Similar to Zillow, apartments.com is a comprehensive source of current rental market data. Landlords and property managers typically list the unit's location, price, and size.
- **Esri:** The Updated Demographics Dataset offers population and household projections at several geographic levels. While the latest projections are for 2027, Matrix uses extrapolation methods to extend them through 2040.

Central to the study is a gap analysis that compares the housing supply to the number of households below a certain area median income (AMI) threshold. The tiers are based on the FY 2022 AMI of $111,300 for the Fort Collins, CO Metropolitan Statistical Area (MSA). Table 1 displays the upper income limit associated with each tier. In addition, it presents the maximum amounts that households can afford to spend on monthly housing costs without qualifying as cost burdened.

Table 1. Wellington Housing Affordability Tiers

AMI level	Household income	Monthly housing costs
<30% AMI	<$33,390	<$835
<50% AMI	<$55,650	<$1,391
<80% AMI	<$89,040	<$2,226
<120% AMI	<$133,560	<$3,339
<200% AMI	<$222,600	<$5,565

Source: Department of Housing and Urban Development; Matrix Design Group, Inc.
Note: Ranges based on the area median income of $111,300 for the Fort Collins, CO MSA. Monthly housing costs were calculated to represent 30% of household income.

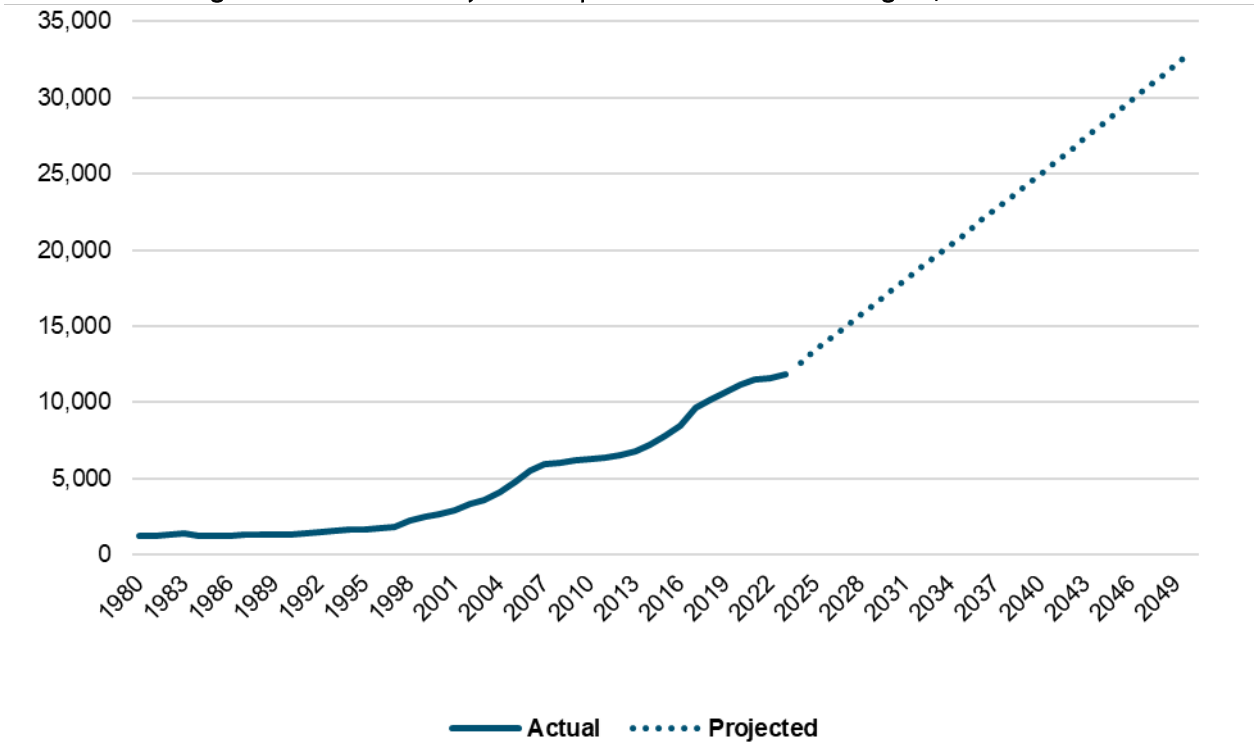
Demographic and Socioeconomic Conditions

This section examines Wellington's population and household characteristics. It explores population size and age, race and ethnicity, socioeconomics, household type and size, overcrowding, and housing tenure. Broadly, the data underscore the need for Wellington to be attentive to the housing needs of low-income households, seniors, and other underserved groups as it continues to grow.

Population

Wellington's population has increased exponentially in recent decades (see Figure 1). Although growth was modest through the mid-1990s, the town's population rose by 227%, from 1,809 to 5,924, between 1997 and 2007. Growth would slow through 2013, before escalating again in subsequent years. From 2013 to 2023, Wellington added over 5,000 residents as its population reached nearly 12,000. Wellington's growth is expected to accelerate in the coming years. ***The town's forecasted 2040 population is 25,000.*** By 2050, the population is projected to reach 33,000, highlighting the need to expand housing options, infrastructure, and community services to accommodate the increasing demand while ensuring affordability and sustainability in Wellington's development.

Figure 1. Actual and Projected Population Growth in Wellington, 1980-2050



Source: Colorado Department of Local Affairs, State Demography Office; Town of Wellington; Matrix Design Group, Inc.

Population Age

Data on the age composition of Wellington's population are displayed in Table 2. As of 2022, more than half of Wellington's population was under the age of 35. Residents aged 19 and younger represented just shy of one-third of the population, nearly the same share observed five years earlier, while the 20-to-24 cohort more than doubled in relative size over the same period, increasing to five percent of the population. In contrast, although the absolute size of the 25-to-34 cohort grew slightly from 2017 to 2022, its share of the population fell from 20% to 15%. The 35-to-64 range increased in proportion with the rest of the population, accounting for nearly 40% of residents in 2022. ***The senior population increased markedly in size.*** The most current data indicate that over 1,000 residents are aged 65 and over, equal to about 10% of the population. As the size of this demographic increases, so will the need for accessible housing to promote aging in place, memory care, and assisted and independent living facilities.

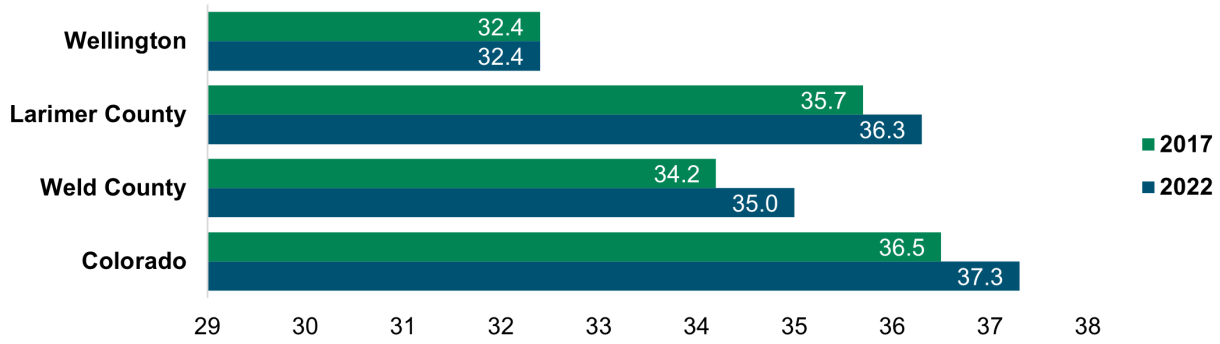
Table 2. Age Composition of Wellington's Population, 2017 and 2022

Age Group	2017		2022	
	Number	Percent	Number	Percent
19 years and under	2,583	33%	3,617	32%
20 to 24 years	166	2%	586	5%
25 to 34 years	1,553	20%	1,653	15%
35 to 44 years	1,535	19%	2,173	20%
45 to 64 years	1,509	19%	2,073	19%
65 years and over	595	7%	1,061	10%

Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

Despite Wellington's shifting age demographics, its median population age remained constant at 32.4 years (see Figure 2). In comparison to Larimer County, Weld County, and Colorado overall, Wellington has consistently had a younger population. ***In fact, the median Wellington resident was nearly five years younger than his or her statewide counterpart as of 2022.*** This highlights the vital role of entry-level housing in the town.

Figure 2. Median Population Age by Region, 2017 and 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

Race and Ethnicity

Data on the racial and ethnic makeup of Wellington's population appear in Table 3. About 85% of the town's residents identified as white. The black or African American, American Indian and Alaskan Native, and Asian populations accounted for a combined three percent of residents. The remaining 13% of the population belonged to either some other race or two or more races. Over 1,900 residents—equal to 17% of the population—identified as Hispanic or Latino.

Table 3. Racial and Ethnic Composition of Wellington's Population, 2022

	Number	Percent
Race		
White	9,440	85%
Black or African American	66	1%
American Indian and Alaska Native	100	1%
Asian	71	1%
Native Hawaiian and other Pacific Islander	0	0%
Other	502	4%
Two or more races	984	9%
Ethnicity		
Hispanic or Latino	1,908	17%
Not Hispanic or Latino	9,255	83%

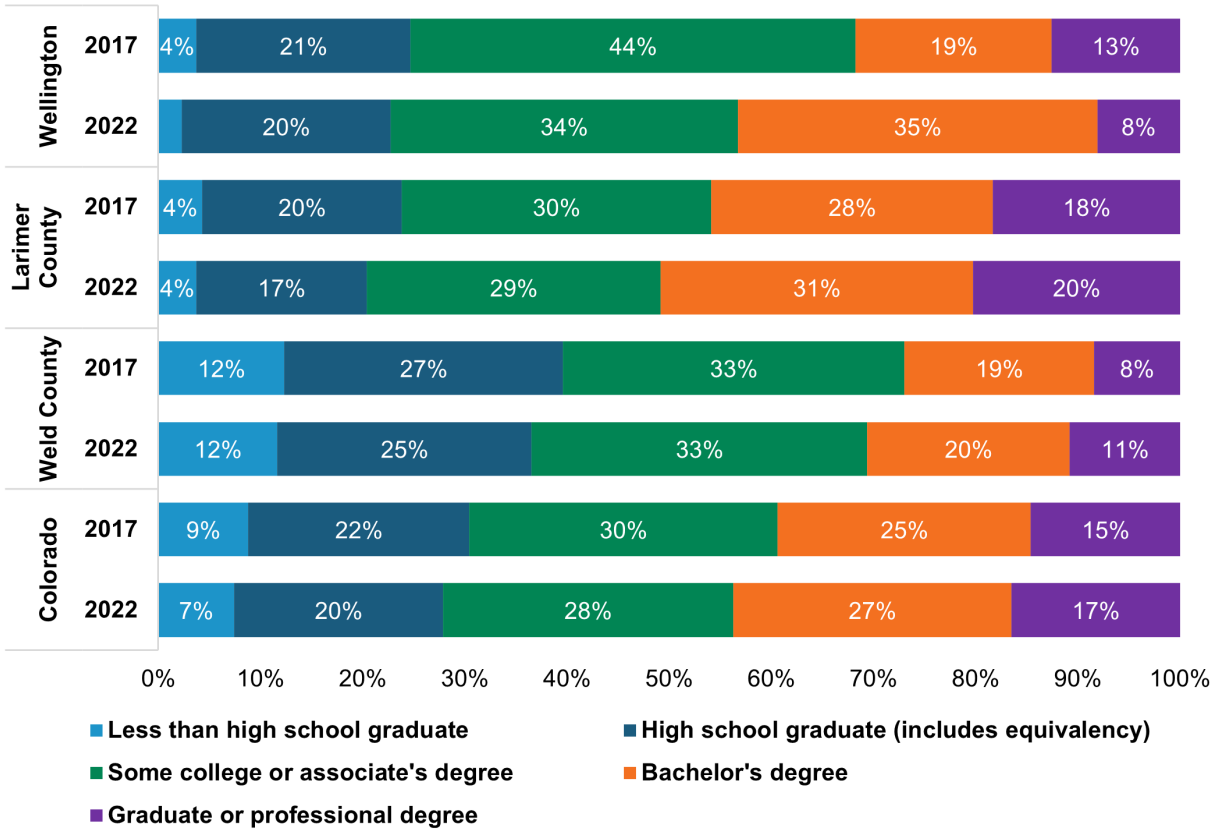
Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: Data cover period from 2018 to 2022.

Educational Attainment

As educational attainment is strongly associated with income and housing stability, it is significant that the share of Wellington residents with college degrees has increased dramatically in recent years (see Figure 3). ***Forty-three percent of the population had earned at least a bachelor's degree in 2022, up from 32% in 2017.*** Still, even in 2022, Wellington had proportionally fewer college graduates than Larimer County, primarily because only eight percent of the town's population reported having earned a graduate or professional degree, compared to 20% for the county. While Wellington's share of residents with a bachelor's degree or higher mirrored Colorado's, it exceeded that of Weld County.

Figure 3. Population Educational Attainment by Region, 2017 and 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: Estimates pertain to 25-years-and-over population. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

Disability

People with disabilities often require homes that are wheelchair accessible or equipped with universal design features, such as adjustable countertops, grab bars, and lever-style door handles***. In Wellington, 872 residents (equal to 8% of the population) reported experiencing a disability in 2022 (see Table 4).*** As expected, disability rates were highest among seniors. Home modification and other accommodations tend to be required by those facing ambulatory, self-care, and independent living difficulties. Nearly 250 seniors were impaired by an ambulatory disability, equal to 23% of the 65-years-and-over population. The population of seniors impacted by a self-care or independent living difficulty was smaller, at 143. These residents typically require assistance from caregivers to stay in their homes or accommodations in assisted living facilities or nursing homes.

Table 4. Wellington Disability Profile, 2022

	Number of residents	Percent of civilian noninstitutionalized population
Total residents with a disability	872	8%
Residents under 18 years	121	4%
Residents 18 to 64 years	462	7%
Hearing or vision	181	3%
Cognitive	78	1%
Ambulatory	222	3%
Self-care or independent living	121	2%
Residents 65 years and over	289	27%
Hearing or vision	61	6%
Cognitive	56	5%
Ambulatory	245	23%
Self-care or independent living	143	13%

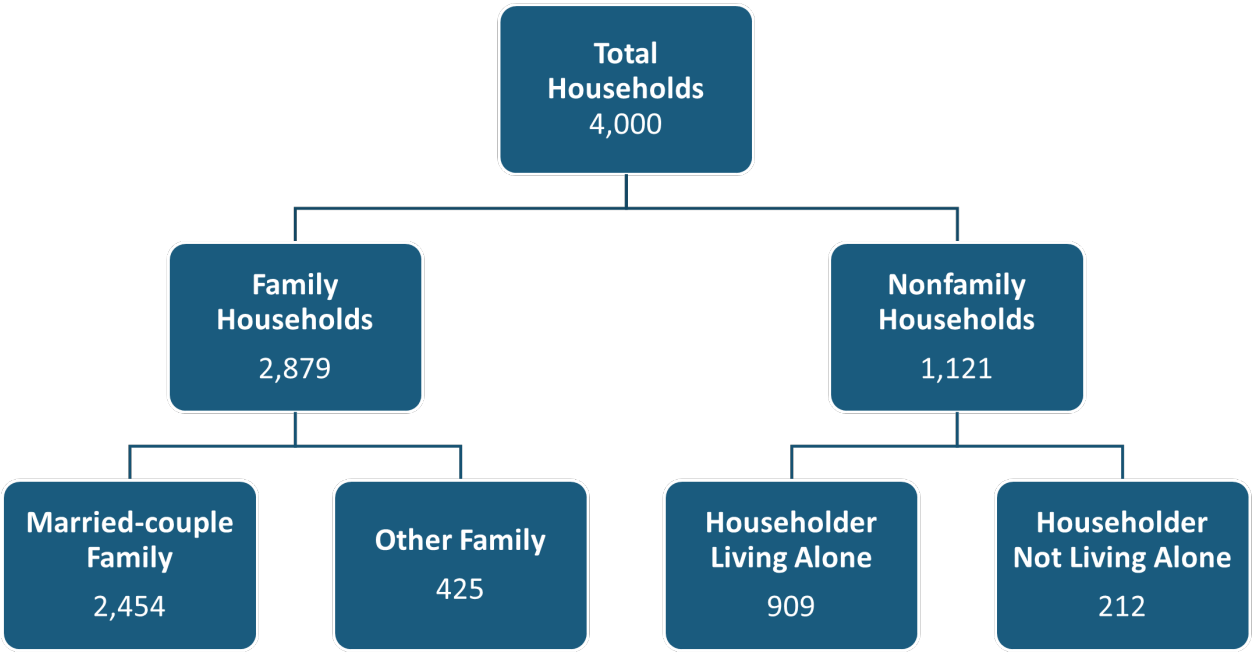
Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: The ACS defines a self-care disability as one that causes the person to have “difficulty bathing or dressing,” while an independent living disability causes a person to have “difficulty doing errands alone such as visiting a doctor’s office or shopping.” A cognitive disability causes a person to have “difficulty remembering, concentrating, or making decisions due to a physical, mental, or emotional problem.” Because residents can have multiple disabilities, values do not sum to totals. Data cover period from 2018 to 2022.

Household Type and Size

Figure 4 offers insight into the composition of Wellington's estimated 4,000 households. About 72% of the town's households were family households, defined as those with at least one person who was related by birth, marriage, or adoption to the householder. This subset of households can be further divided into married-couple family and other family households. In Wellington, 85% of family households and 61% of all households featured a married couple. Wellington's 1,121 nonfamily households overwhelmingly consisted of one person. Roommate households were among the 212 nonfamily households in which the householder did not live alone.

Figure 4. Breakdown of Wellington's Households, 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Data cover period from 2018 to 2022.

Younger generations are more likely than their ancestors to delay marriage, leading to an increased number of nonfamily households.



Table 5 presents the size composition of Wellington's households. In total, Wellington was home to 909 one-person households, for whom studio or one-bedroom units are likely to be suitable in most cases. Surprisingly, Wellington's one-person households disproportionately consisted of homeowners, as opposed to renters. Two-person households represented a plurality (29%) of households, numbering over 1,100. ***Overall, a majority of Wellington households featured one or two people.*** Nearly equal numbers of three-, four-, and five-person households existed. These moderate-to-large households represented 43% of all households. Notably, almost one-in-three renter households had five people, indicating that many large families had opted to rent in Wellington. With 3.3 people, the average renter household in Wellington was slightly larger than its owner counterpart.

Table 5. Wellington Households by Size, 2022

Household size	All households		Owner households		Renter households	
	Number	Percent	Number	Percent	Number	Percent
One person	909	23%	813	24%	96	15%
Two persons	1,153	29%	967	29%	186	28%
Three persons	582	15%	582	17%	0	0%
Four persons	548	14%	435	13%	113	17%
Five persons	590	15%	383	11%	207	32%
Six or more persons	218	5%	165	5%	53	8%
Average household size	**2.8 persons**		**2.7 persons**		**3.3 persons**	

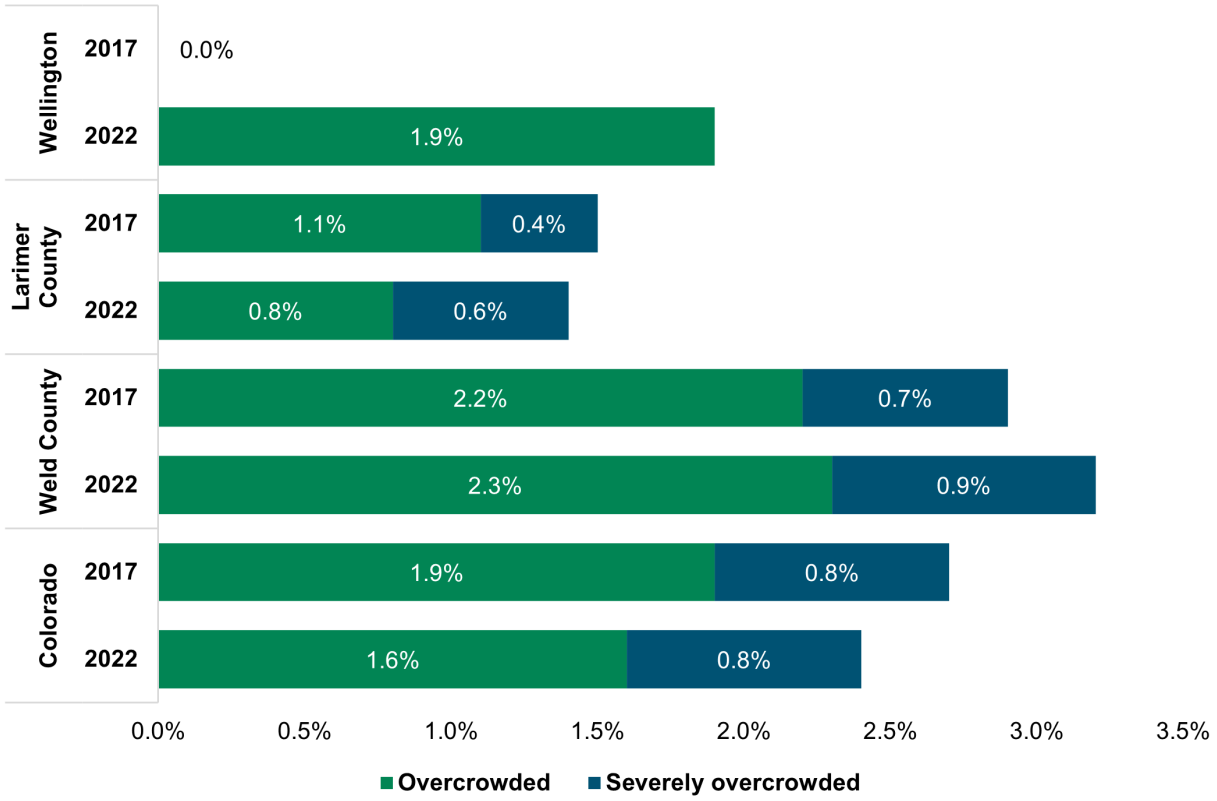
Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: Data cover period from 2018 to 2022.

Overcrowding

A community's rate of overcrowding is strongly associated with the extent of its housing affordability challenges. Overcrowding typically results when families opt for a smaller home than they require or choose to "double up" on housing to save money on rent, utilities, and other costs. In Figure 5, "overcrowded" households are defined as those with between 1.01 and 1.50 occupants per room, while households with 1.51 or more occupants per room are considered "severely overcrowded." No overcrowded households appeared in the 2017 ACS sample for Wellington, which distinguished the town from the broader region. According to the 2022 ACS, however, nearly two percent of Wellington's households were overcrowded—slightly exceeding the rate of 1.4% for Larimer County. Despite witnessing an uptick in overcrowded households, Wellington continued to be in a strong position relative to Weld County and Colorado as a whole.

Figure 5. Rate of Overcrowding by Region, 2017 and 2022



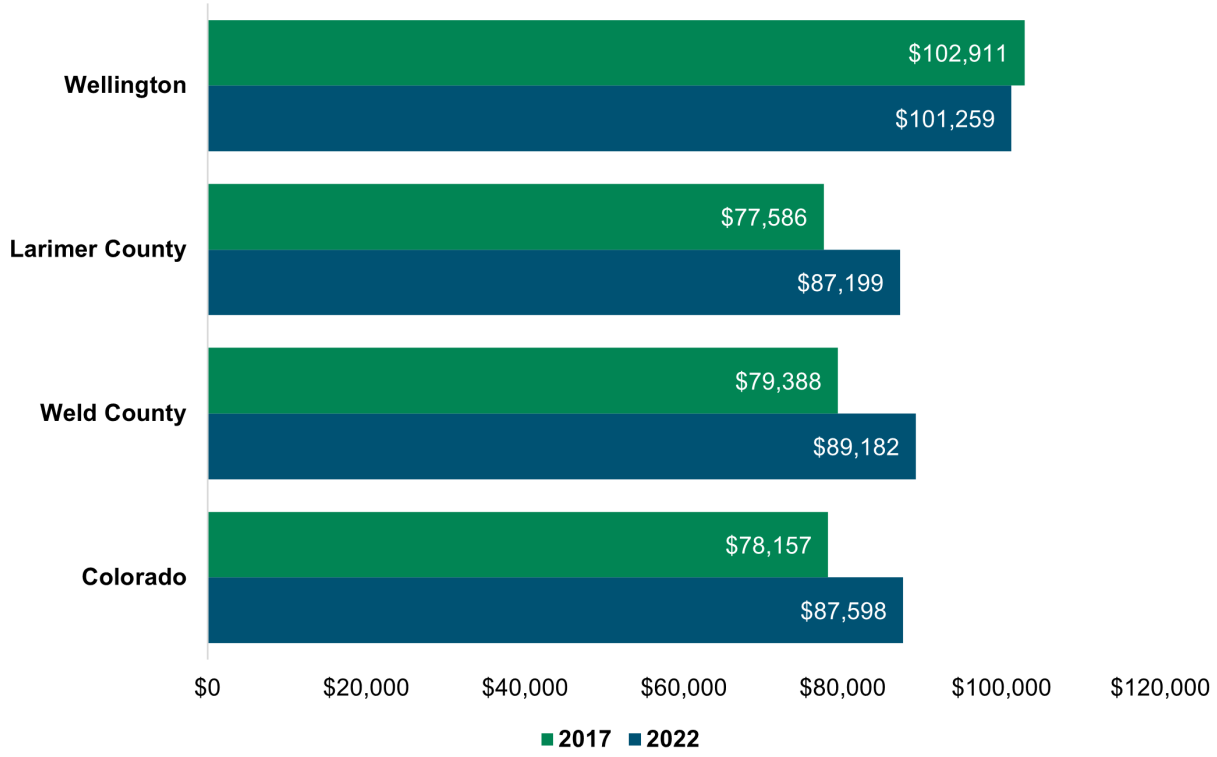
Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: "Overcrowded" households have between 1.01 and 1.50 occupants per room. "Severely overcrowded" households have 1.51 or more occupants per room. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

Overcrowding can have negative impacts on mental and emotional health, interpersonal relationships, and children's development.

Income, Poverty, and Wages

Wellington's population is relatively affluent. ***In 2022, the typical Wellington household earned $101,259 (see Figure 6).*** This sum was about 16% higher than Larimer County's median household income ($87,199), which closely resembled those of Weld County and the state as a whole. Unlike the broader region, however, Wellington did not experience an increase in real median household income from 2017 to 2022.[1] ***Given that housing is considered affordable when costs represent less than 30% of household income, the typical Wellington household's total monthly housing expenses should ideally not have exceeded $2,531.***

Figure 6. Median Household Income by Region, 2017 and 2022



Source: Five-Year American Community Survey; Bureau of Labor Statistics; Matrix Design Group, Inc.
Note: Values adjusted for inflation to constant 2022 dollars. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

[1] Nominally, 2017 median household income was $86,190 in Wellington.

A more detailed analysis of household incomes in Wellington appears in Table 6. Just over 300 households earned less than $15,000, while an additional 277 households earned from $15,000 to $34,999. These low-income households, which represented 23% of all households, likely found it challenging to meet their monthly housing costs. A sizeable number of households (347) fell into the $35,000-to-$49,999 range. Middle-income households, defined in this case as those earning between $50,000 and $99,999, accounted for a quarter of all households. Household incomes between $100,000 and $149,999 were similarly common. This income bracket included over 1,200 households, or about 30% of Wellington's estimated 4,000 households. A comparable number of households (862) earned $150,000 or more. ***Contrary to expectations, the median renter household reported about $22,000 more in earnings than the equivalent owner household.*** This income gap, which sets Wellington apart from most other communities, could be explained, in part, by the larger average size of its renter households.

Table 6. Household Income Distribution for Wellington, 2022

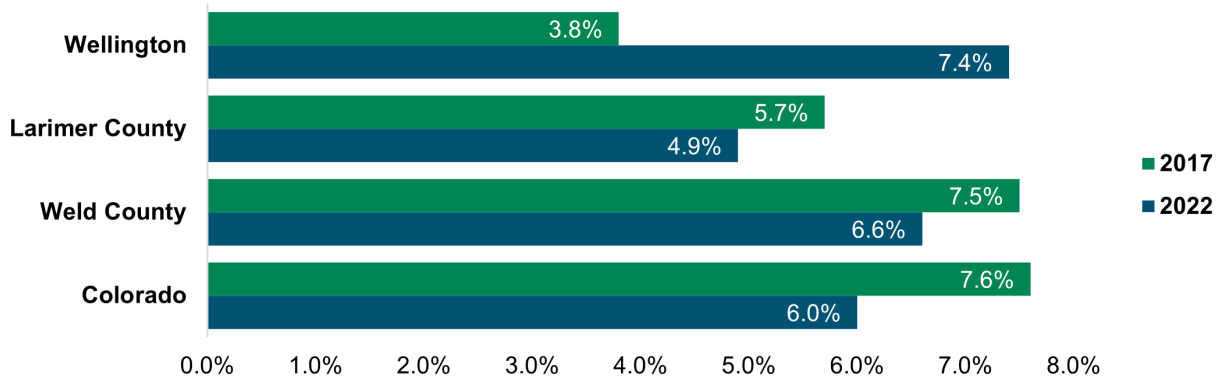
Income range	All households		Owner households		Renter households	
	Number	Percent	Number	Percent	Number	Percent
Less than $15,000	305	8%	267	8%	38	6%
$15,000 to $24,999	210	5%	191	6%	19	3%
$25,000 to $34,999	67	2%	18	1%	49	7%
$35,000 to $49,999	347	9%	347	10%	0	0%
$50,000 to $74,999	509	13%	364	11%	145	22%
$75,000 to $99,999	495	12%	466	14%	29	4%
$100,000 to $149,999	1,205	30%	1,041	31%	164	25%
$150,000 or more	862	22%	651	19%	211	32%
Median household income	**$101,259**		**$100,393**		**$122,688**	

Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: Data cover period from 2018 to 2022.

How prevalent is family poverty in Wellington compared to the broader region? ***According to Figure 7, Wellington's poverty rate was 7.4% as of the most recent ACS.*** This means that 213 of Wellington's 2,879 families lived below the poverty line, which equaled $29,678 for a family of four. While the data suggest Wellington's poverty rate has increased dramatically in recent years, the 2017 rate of 3.8% was likely an underestimate that stemmed from a limited sample size. ***In 2022, poverty was more prevalent in Wellington than in Larimer County, which had a poverty rate of 4.9%, as well as Weld County and Colorado.*** The combination of Wellington's relatively high median household income and elevated family poverty rate indicates the existence of significant income inequality.

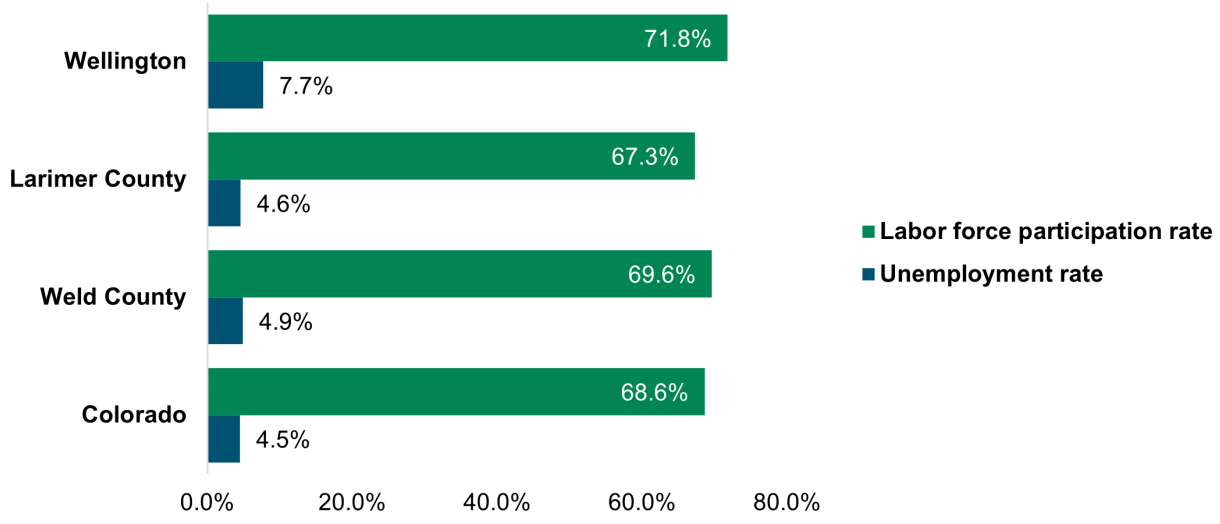
Figure 7. Family Poverty Rate by Region, 2017 and 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

Figure 8 compares Wellington's labor market to those of surrounding communities. At nearly 72%, Wellington's labor force participation rate was relatively high. This finding is consistent with the fact that the town's population is young in comparison to other nearby communities. ***However, Wellington's unemployment rate of 7.7% exceeded those of Colorado, Larimer County, and Weld County by approximately three percentage points.***

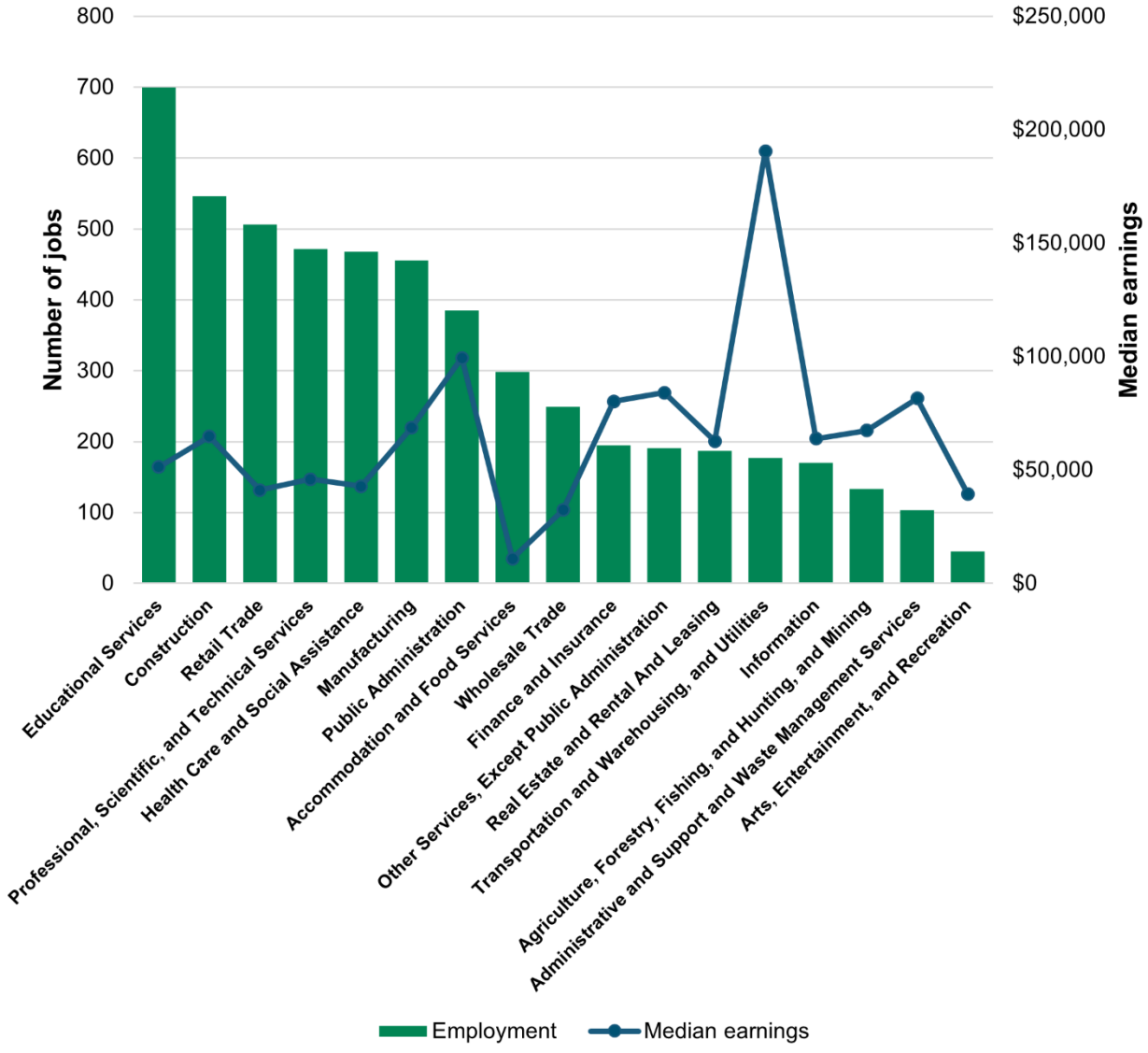
Figure 8. Labor Force Participation and Unemployment Rates by Region, 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Data cover period from 2018 to 2022.

Figure 9 illustrates how total employment varied in relation to median earnings by sector in Wellington. Sector employment is arranged in descending order from left to right and represented by the vertical bars, while the line plots median earnings. Wellington's largest sector is *Educational Services*, which employed 700 people, followed by *Construction*; *Retail Trade*; and *Professional, Scientific, and Technical Services*. Median earnings in these sectors, however, were modest, ranging from $41,121 for *Retail Trade* to $64,694 for *Construction*. Wellington's highest-paying sectors were responsible for a relatively small share of total employment. For example, median earnings in *Public Administration* were $99,408, but the sector employed only 385 residents. Similarly, Wellington's most lucrative sector (*Transportation and Warehousing, and Utilities*) was also its fifth smallest by total employment.

Figure 9. Total Employment and Median Earnings by Sector in Wellington, 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.

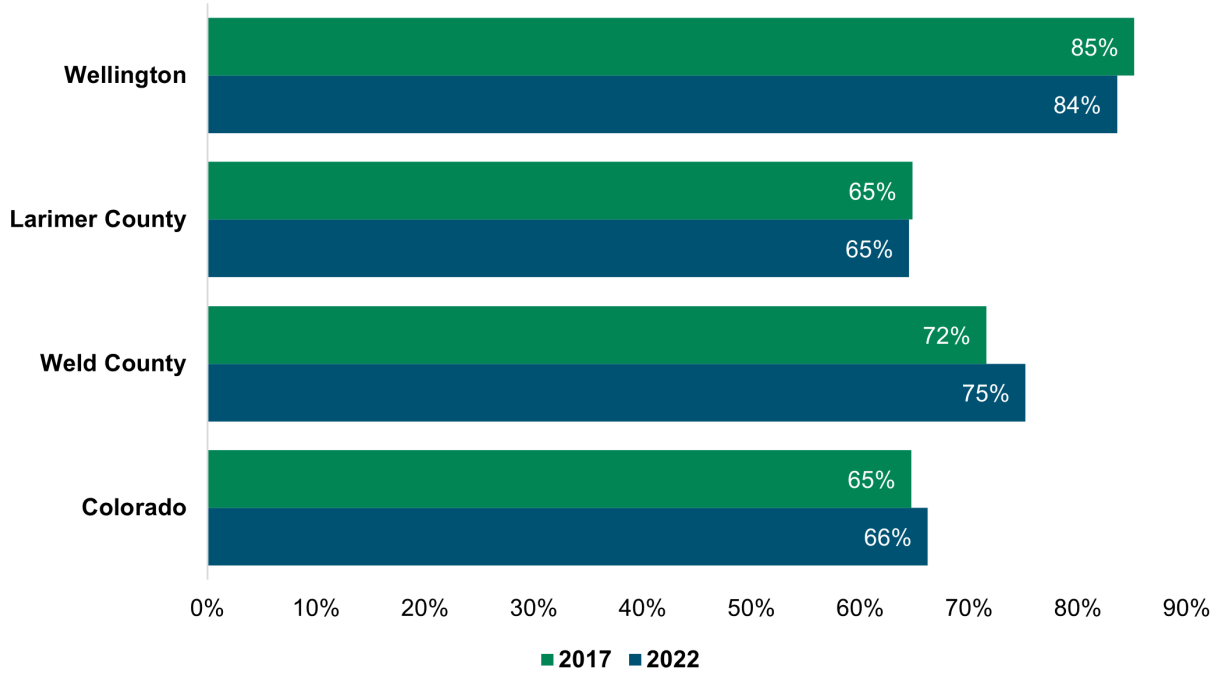
Note: Includes full- and part-time workers. Estimates are specific to Wellington residents. Data cover period from 2018 to 2022.

Tenure

Despite escalating home prices and interest rates, the homeownership rate has largely held steady in Wellington and the surrounding region.[2] Indeed, Wellington's 2022 ownership rate of 84% was statistically indistinguishable from the rate observed five years earlier (see Figure 10). Reflecting its limited rental inventory, Wellington has consistently had a higher ownership rate than Larimer County, Weld County, and Colorado. ***Although homeownership is vital to building intergenerational wealth, increased rental availability could help promote Wellington's continued growth given current market conditions.***

A community's balance of homeowners and renters is directly influenced by the physical composition of the housing stock.

Figure 10. Homeownership Rate by Region, 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

[2] Future releases of the ACS may tell a different story, especially considering that home prices and interest rates did not begin to increase significantly until the end of the five-year period covered by the 2022 ACS.

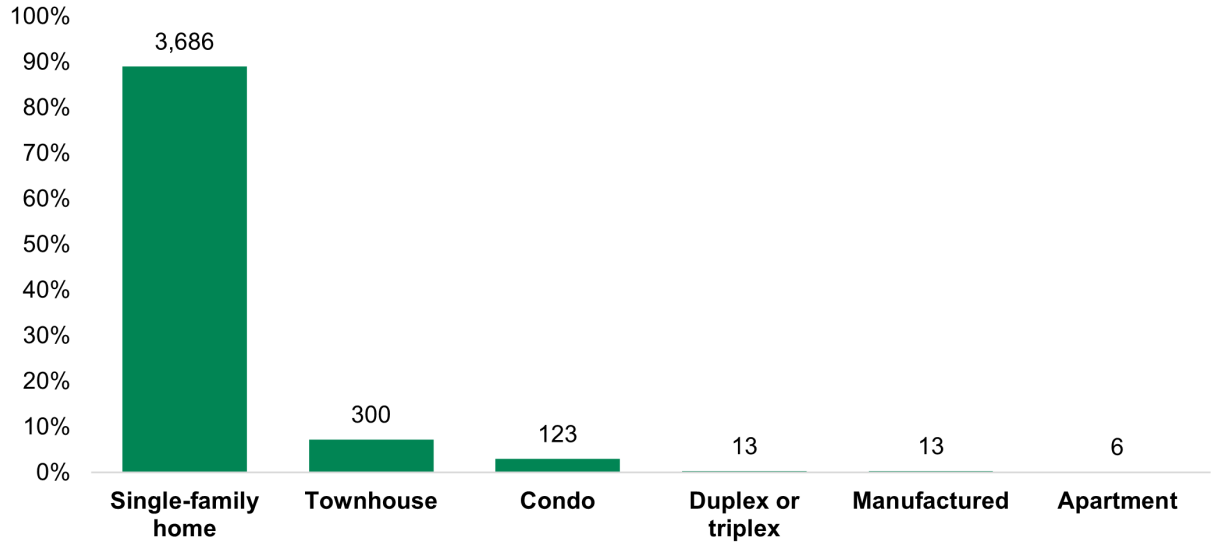
Housing Stock

This section focuses on Wellington's housing stock. Along with presenting vacancy data, it decomposes the stock's physical characteristics, age, and condition. The data reveal that the town has limited housing diversity, with single-family detached homes accounting for about nine-in-ten homes. Wellington's housing stock is also characterized by its youth and favorable condition. Another distinguishing characteristic of Wellington's housing stock is its low vacancy rate, which affords sellers and landlords substantial leeway to set higher prices.

Physical Characteristics

Figure 11 provides a breakdown of Wellington's 4,141 residential properties using the Larimer County Assessor's 2024 parcel data. By a wide margin, traditional single-family homes are the most common property type in Wellington. ***Nearly 90% of the town's residential parcels featured a single-family home.*** Townhomes are the second most common property type, currently numbering 300. In addition, Wellington is home to 123 condominiums. The other housing types—duplexes or triplexes, manufactured homes, and apartments—account for the remaining one percent of residential properties.

Figure 11. Wellington Residential Properties by Type, 2024

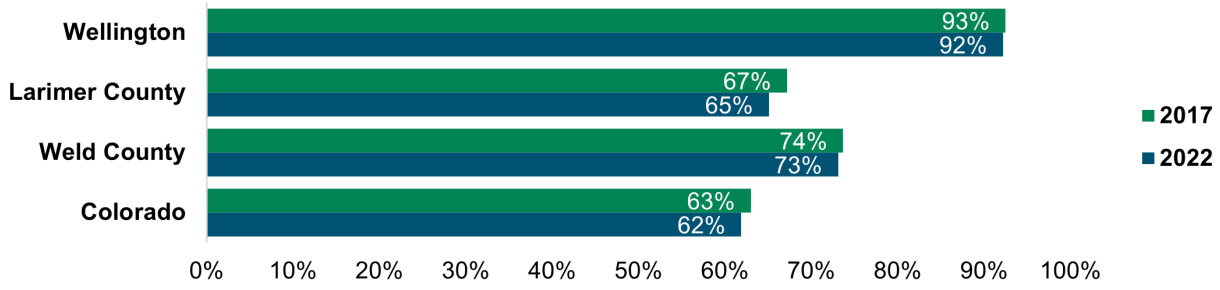


Source: Larimer County Assessor's 2024 parcel data; Matrix Design Group, Inc.
Note: The unit of analysis is the land parcel.

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Figure 12 underscores the lack of diversity in Wellington's housing stock. In this visual, the unit of analysis is the housing unit, rather than the property or land parcel. Ninety-two percent of the town's 4,041 estimated housing units were single-family detached homes in 2022. By contrast, these percentages were 65% for Larimer County, 73% for Weld County, and 62% for Colorado. Across the region, single-family detached homes have declined marginally as a share of the housing stock in recent years as communities have sought to address affordability challenges by emphasizing alternative housing types, including the "missing middle."

Figure 12. Percentage of Single-Family Detached Homes by Region, 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: The unit of analysis is the housing unit. Estimates pertain to occupied and unoccupied units. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

As Table 7 demonstrates, Wellington's housing stock has undergone substantial growth in recent years. From 2017 to 2022, the total number of units increased by 48%. Three- and four-bedroom units accounted for most of the new development, representing 60% and 27% of the total stock by 2022, respectively. Units with two or fewer bedrooms were rare by comparison. Only 178 such units existed in the town, equal to 4% of all units. Five-or-more bedroom units grew in proportion with the overall stock, making up 8% of all units in both 2017 and 2022. Wellington's increased emphasis on three- and four-bedroom units has likely helped it attract young families with children. But at the same time, the housing stock has become less favorable to smaller households in search of affordable options. ***Considering that younger households are having children at a lower rate than previous generations, a mismatch may exist between Wellington housing stock, which disproportionately consists of larger homes, and the needs of residents.***

Table 7. Wellington's Housing Stock by Bedroom Count, 2017 and 2022

Number of bedrooms	2017		2022	
	Number	Percent	Number	Percent
Two or fewer	293	11%	178	4%
Three	1,760	65%	2,438	60%
Four	454	17%	1,092	27%
Five or more	216	8%	333	8%
Total	**2,723**	**100%**	**4,041**	**100%**

Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: The unit of analysis is the housing unit. Estimates pertain to occupied and unoccupied units. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

Age and Condition

Wellington features a young housing stock (see Table 8). ***This is exemplified by the fact that the median home was constructed in 2007.*** Just 152 homes—equal to 4% of the stock—date back to 1959 or earlier. From 1960 to 1989, 274 homes were added. It was not until the 1990s, when 400 homes were built, that residential development accelerated. Development would increase exponentially through 2009, with the town adding 1,323 homes in the first decade of the twenty-first century. In the 2010s, Wellington saw slightly more development. Since 2020, 513 homes have been constructed, suggesting development has not slowed despite the supply chain disruptions and labor shortages that occurred due to the COVID-19 pandemic. ***That the bulk of Wellington's housing units were built only recently suggests that town likely has a dearth of "naturally occurring affordable housing" (NOAH).***[3]

Table 8. Age of Wellington's Housing Stock, 2024

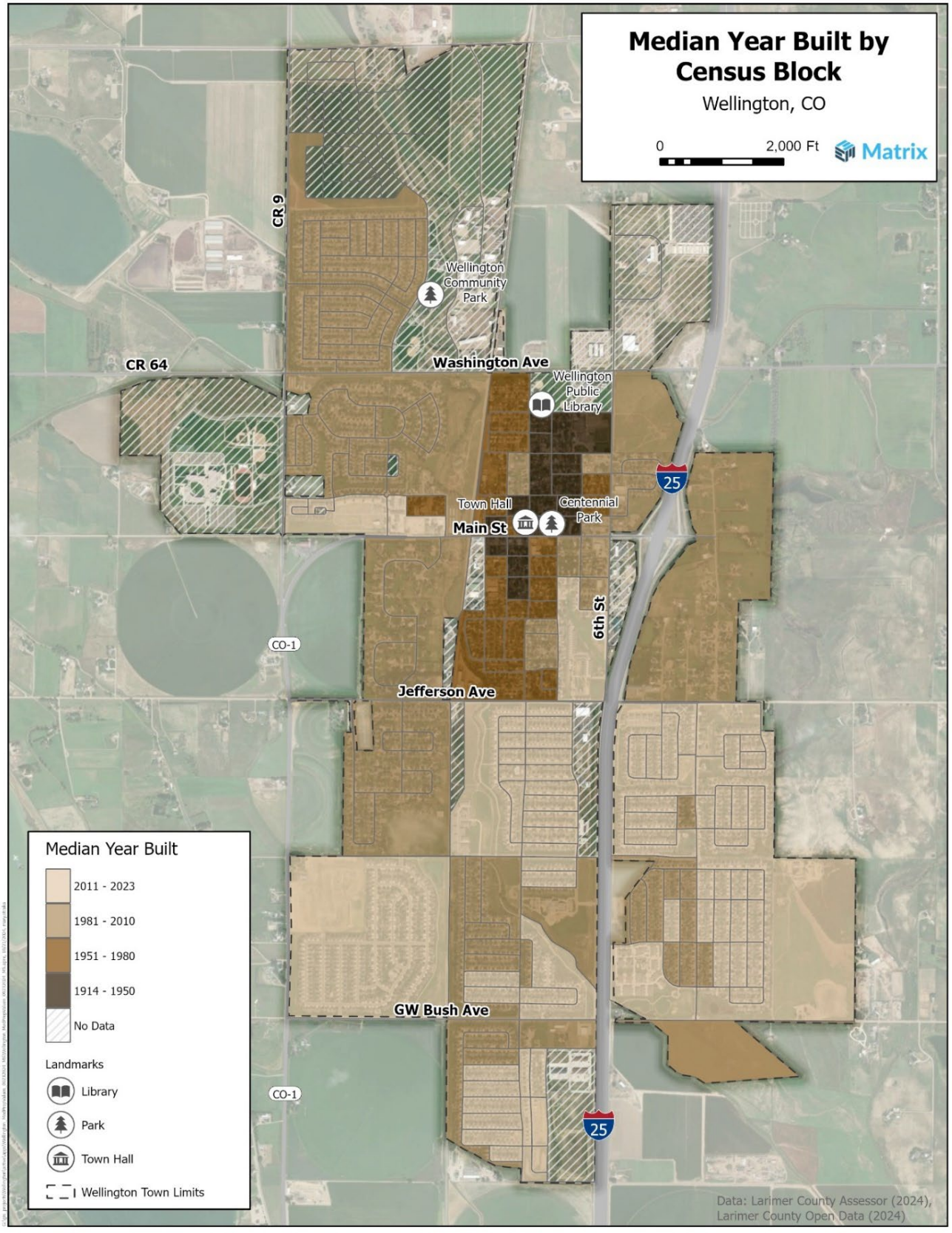
Year built	Number	Percent
1959 or earlier	152	4%
1960s	15	0%
1970s	186	4%
1980s	73	2%
1990s	400	10%
2000s	1,323	32%
2010s	1,479	36%
2020s	513	12%
Median year built	**2007**	

Source: Larimer County Assessor's 2024 parcel data; Matrix Design Group, Inc.
Note: The unit of analysis is the land parcel.

Figure 13 classifies neighborhoods based on the age of the housing stock. The neighborhoods are technically census blocks, the smallest available geographic unit. On average, census blocks contain about 40 people. Wellington's older homes (i.e., those built before 1980) tend to exist in the town's north central neighborhoods, south of the Wellington Public Library. In general, Wellington's outskirts have moderately aged housing stock, with the median year of construction ranging from 1981 to 2010. The town's newer homes (i.e., those built between 2011 and 2023) tend to be found in its southern neighborhoods.

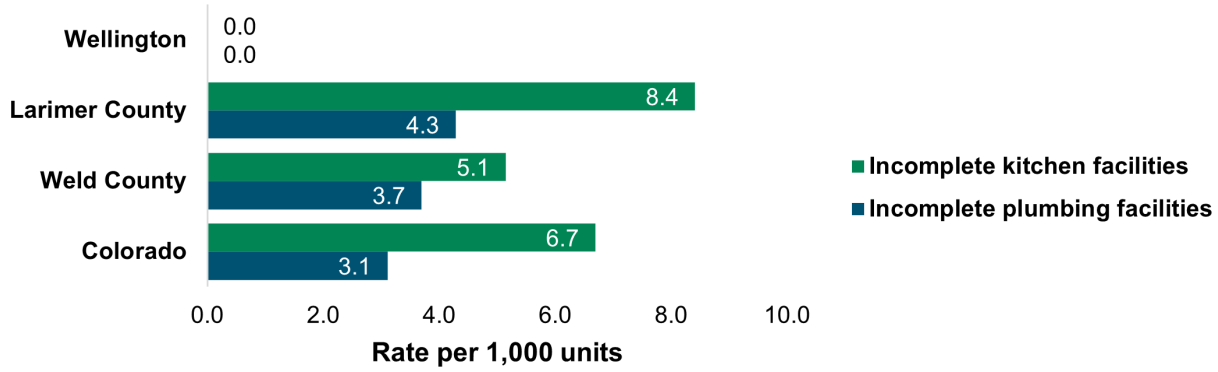
[3] NOAH refers to residential properties that are affordable to low- and moderate-income households in the absence of government subsidy. Building age, condition, and location are the key drivers of their lower costs.

Figure 13. Median Property Age by Census Block, 2024



Reflecting its youth, Wellington's housing stock was in exceptional condition as of 2022 (see Figure 14). Housing condition is commonly measured as the prevalence of units with incomplete kitchen or plumbing facilities. No substandard units appeared in the most recent ACS sample of Wellington. This sets Wellington apart from the surrounding region. In Larimer County, 8.4 units per 1,000 lacked complete kitchen facilities, while incomplete plumbing facilities were present in 4.3 per 1,000 units. These rates were higher than those observed in both Weld County and Colorado overall. The absence of substandard units in Wellington represents a boon for property values and residents' quality of life.

Figure 14. Substandard Occupied Housing Units by Region, 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Data cover period from 2018 to 2022.

Accessible and Visitable Units

The Town of Wellington does not currently track specific data on the number of accessible or visitable housing units. However, per guidance from the Colorado Department of Local Affairs (DOLA) Housing Needs Assessment Guide for Colorado Communities, the number of households that include a person with a disability provides a reasonable proxy for estimating current need. Data on the disability characteristics of Wellington's population (as presented in Table 4) suggest that 451 households in Wellington are likely to include at least one person with an ambulatory disability. This represents about 10% of all households.

Given this finding, ***at least 10% of the town's housing stock should be accessible or visitable in the future to accommodate residents with disabilities.*** This benchmark provides a clear target for future housing development and retrofit initiatives, ensuring the community can support aging in place, reduce institutionalization, and promote housing stability for individuals with mobility limitations. As Wellington continues to grow, incorporating universal design principles and incentivizing accessible housing will be essential to building an inclusive and equitable community. As other data and methodological guidance become available, the Town should reevaluate estimated accessible and visitable housing needs.

Table 9. Estimated Accessible and Visitable Housing Needs in Wellington

	Number of Housing Units	Percent of Housing Units
Total Estimated Units Needed	451	10%

Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Supportive Units

The *2024 Point-in-Time & Housing Inventory Count Report* identified 345 individuals in emergency shelter, 27 in transitional housing, and 175 unsheltered in Larimer County, totaling 547 individuals experiencing homelessness. While a specific homelessness estimate for Wellington is not available, Wellington comprises 3.2% of Larimer County's total population, suggesting that ***approximately 18 individuals may be experiencing homelessness in the town.*** Assuming an average household size of 2.8 people per unit, ***this translates to a need for approximately six supportive housing units*** (or about 0.2% of the existing housing stock) in Wellington to accommodate its share of the county's homeless population (see Table 10).

Table 10. Estimated Supportive Housing Needs in Wellington

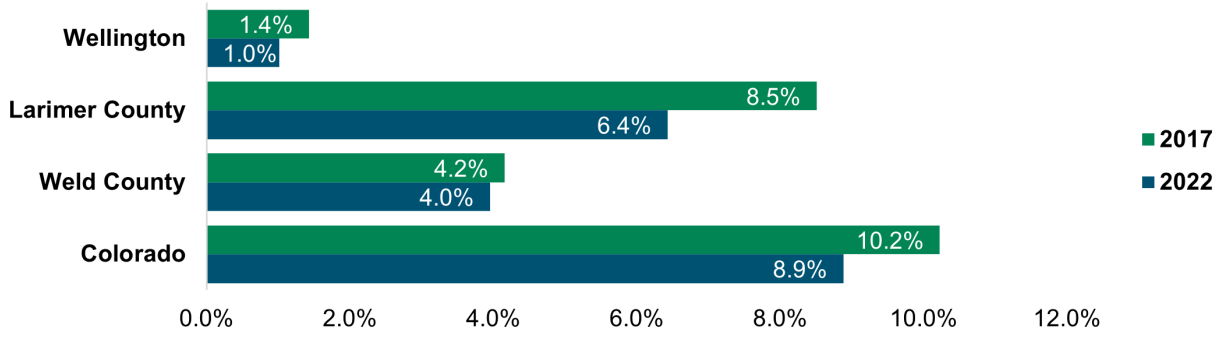
	Number of Housing Units	Percent of Housing Units
Total Estimated Units Needed	6	0.2%

Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Vacancies

Compared to the broader region, Wellington has consistently had a low vacancy rate (see Figure 15). ***As of the 2022 ACS, 41 housing units were vacant, for a rate of 1%.*** This does not represent a meaningful decline from the 2017 vacancy rate of 1.4%. In 2022, vacancy rates were notably higher in Larimer and Weld Counties, despite falling to 6.4% and 4.0%, respectively. But as a share of the total housing stock, unoccupied units were less common in these two northern counties than in the rest of the state, as indicated by the statewide vacancy rate of 8.9%. ***For context, a vacancy rate of five to eight percent indicates a healthy balance between supply and demand.*** The inadequate availability of housing in Wellington has fostered favorable market conditions for sellers and landlords. At the same time, the town's low vacancy rate also suggests it had few dilapidated or otherwise unsuitable homes.

Figure 15. Vacancy Rate by Region, 2017 and 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: 2017 data cover period from 2013 to 2017, and 2022 data cover period from 2018 to 2022.



Rental Housing Market

Wellington's rental market is the subject of this section. The analyses shed light on inventory, rent levels, and affordability. Due to the combined impacts of inadequate supply and limited housing diversity, rents are high in Wellington compared to the rest of the region. While the town's rate of cost-burdened renters was relatively low as of 2022, those renters tended to far exceed the recommended 30% income-to-rent threshold.

Availability

A breakdown of Wellington's available rental inventory as of August 2024 appears in Table 11. ***In total, just 19 units were listed for rent, thus reinforcing the earlier finding that Wellington's housing supply is likely inadequate to meet demand.*** Twelve of those units were single-family detached homes. The market also featured three townhomes and four apartments. The single-family detached homes and townhomes ready for immediate occupancy exclusively had three or more bedrooms; Wellington's only two-bedroom rental options were apartments.

Table 11. Available Rental Units in Wellington, August 2024

Unit type	Fewer than two bedrooms	Two bedrooms	Three bedrooms	Four or more bedrooms	Total
Single-family detached home	0	0	6	6	**12**
Townhouse	0	0	2	1	**3**
Apartment	0	3	1	0	**4**
Total	**0**	**3**	**9**	**7**	**19**

Source: Zillow; Apartments.com; Matrix Design Group, Inc.

DRAFT

Rent Levels and Affordability

Table 12 displays the distribution of asking rents for Wellington's available units. Eight units (42% of the available inventory) were available for between $1,750 and $2,000. Given that gross rent (including utilities) is considered affordable when it constitutes no more than 30% of household income, and assuming $450 in average monthly utility costs, a household would need to earn at least $98,000 to afford every unit in this price range. This sum is equal to 82% of the FY 2024 area median income (AMI) of $118,800 for the Fort Collins, CO Metropolitan Statistical Area (MSA). An additional eight units were priced between $2,001 and $2,800, meaning that only households earning above AMI could afford all of them. Rents for the final three units ranged from $2,801 to $3,200. A family would need to earn at least $146,000 (or 123% AMI) to afford a unit at the high end of this range. ***The lack of units available for less than $1,750 suggests it is exceedingly difficult for families earning significantly below AMI to secure rental housing in Wellington.***

Table 12. Asking Rent Distribution for Wellington's Available Units, August 2024

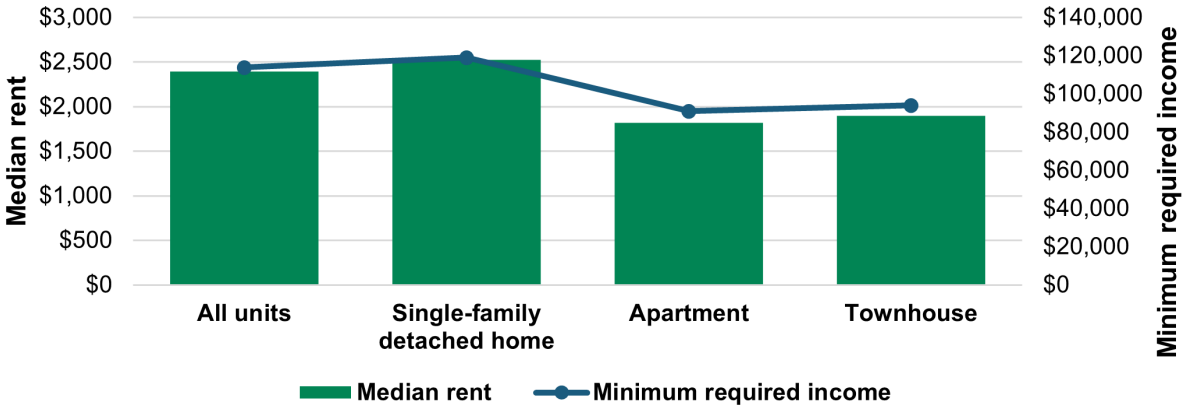
Rent	Available units		Minimum required income	
	Number	Percent	Value	Percent AMI
$1,750-$2,000	8	42%	$71,500-$98,000	74%-82%
$2,001-$2,395	2	11%	$98,001-$113,800	82%-96%
$2,396-$2,550	4	21%	$113,801-$120,000	96%-101%
$2,551-$2,800	2	11%	$120,001-$130,000	101%-109%
$2,801-$3,200	3	16%	$130,001-$146,000	109%-123%

Source: Zillow; Apartments.com; Department of Housing and Urban Development; Matrix Design Group, Inc.
Note: FY 2024 area median income (AMI) for the Fort Collins, CO Metropolitan Statistical Area is $118,800. Asking rent does not include utilities, but an estimated $450 of monthly utility costs were factored into income calculations. Groups were determined using Jens natural breaks optimization.

For families earning substantially below AMI, locating affordable rental housing in Wellington is exceedingly difficult.

Figure 16 displays median rent by unit type for Wellington. In addition, it plots the minimum household income required to afford median rent. Income calculations were based on the general guidance that gross rent (including utilities) should not exceed 30% of monthly income. ***Across all units, median rent was $2,395. Assuming an average monthly utility payment of $450, a household had to earn at least $113,800 annually to afford the typical rental in Wellington.*** Many Wellington households earn below this threshold, which represents 96% of FY 2024 AMI. As the typical single-family detached home was listed for $2,525, a household needed to earn at least $119,000 to comfortably cover rent and utilities. Apartments and townhomes were typically available for just under $2,000. In most cases, a household income of at least $90,880 was required to afford an apartment, compared to $94,000 for a townhouse.

Figure 16. Median Asking Rent and Affordability by Unit Type in Wellington, August 2024

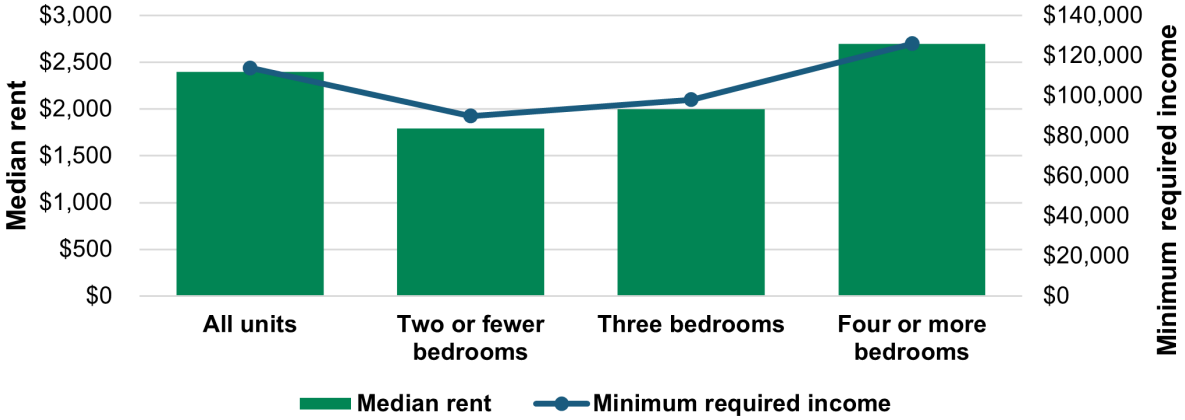


Source: Zillow; Apartments.com; Matrix Design Group, Inc.

Note: Asking rent does not include utilities, but an estimated $450 of monthly utility costs were factored into income calculations.

Figure 17 presents data on median asking rent by unit size for Wellington. The typical unit with two or fewer bedrooms was listed for $1,795, meaning that a minimum income of $89,800 was required to limit rent and utilities to less than 30% of household income. To afford the typical three-bedroom unit, which had an asking rent of $2,000, a household needed to earn at least $98,000. Rent for the typical four-or-more bedroom unit was $2,700. To avoid being burdened by these costs, a household's income needed to exceed AMI ($118,800) by over $7,000.

Figure 17. Median Asking Rent and Affordability by Bedroom Count in Wellington, August 2024



Source: Zillow; Apartments.com; Matrix Design Group, Inc.

Note: Asking rent does not include utilities, but an estimated $450 of monthly utility costs were factored into income calculations.



Table 13 measures the affordability of Wellington's available rental housing for families in the Fort Collins, CO MSA. The values represent the difference between median family income, which varies by household size, and the minimum income required to afford median rent. Put simply, negative values indicate that the associated unit type is generally unaffordable to families in the region, while positive values denote the opposite. For the median one-person household, 2024 household income in the MSA is estimated to be $83,200. To limit housing costs to less than 30% of monthly income, the typical one-person household can afford to spend no more than $2,080 on rent and utilities. Across all unit sizes, median rent alone ($2,395) exceeds this sum. After accounting for utilities, the median one-person household's income falls $30,600 short of the amount needed to afford the typical unit. Likewise, the median two-person household's income ($95,100) is $18,700 below the threshold needed to afford median gross rent across the town. While smaller units are generally affordable to two-person households, inventory is limited. Due to their higher incomes, larger families generally enjoy more options.

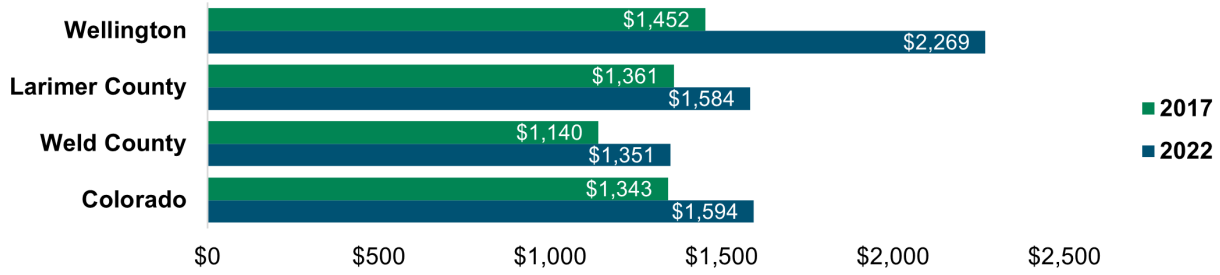
Table 13. Gap between Median Family Income by Household Size and Minimum Income Required to Afford Median Rent

	One-person household	Two-person household	Three-person household	Four-person household	Five-person household
All units	-$30,600	-$18,700	-$6,800	$5,000	$14,600
Two or fewer bedrooms	-$6,600	$5,300	$17,200	$29,000	$38,600
Three bedrooms	-$14,800	-$2,900	$9,000	$20,800	$30,400
Four or more bedrooms	-$42,800	-$30,900	-$19,000	-$7,200	$2,400

Source: Zillow; Apartments.com; Department of Housing and Urban Development; Matrix Design Group, Inc.
Note: FY 2024 area median income (AMI) for the Fort Collins, CO Metropolitan Statistical Area is $83,200 for one-person households, $95,100 for two-person households, $107,000 for three-person households, $118,800 for four-person households, and $128,400 for five-person households. August 2024 median rent was $2,395 for all units, $1,795 for units with two or fewer bedrooms, $2,000 for three-bedroom units, and $2,700 for four-or-more bedroom units.

Estimates of real median gross rent by region for 2017 and 2022 appear in Figure 18. The data pertain to renter-occupied units generally, rather than only those units available for rent, and are thus unmatched in their comprehensiveness. ***As of 2022, the median renter household's gross monthly costs amounted to $2,269—a 56% increase over the inflation-adjusted 2017 total.*** Compared to their counterparts in the broader region, Wellington renters generally faced high costs. This was especially true in 2022, when median rent in Wellington exceeded the equivalent sums for Larimer County, Weld County, and Colorado by $685, $918, and $675, respectively. Furthermore, rental growth has been far less drastic in the latter three regions over time. The findings suggest that market conditions in Wellington have been particularly unfavorable to renters. ***The primary culprits have likely been the rental inventory's heavy orientation toward single-family detached homes and an undersupply of units more generally.***

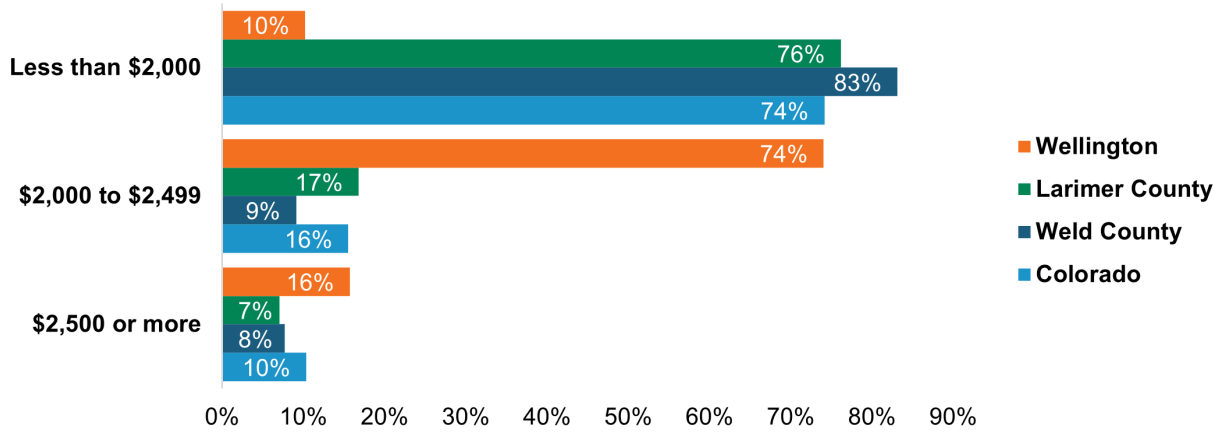
Figure 18. Real Median Gross Rent by Region, 2017 and 2022



Source: Five-Year American Community Survey; Bureau of Labor Statistics; Matrix Design Group, Inc.
Note: Values adjusted for inflation to constant 2022 dollars and include contract rent, utilities and fuel costs, and other fees. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

Wellington's elevated rent levels are further illustrated in Figure 19. In 2022, ten percent of the town's renter households paid less than $2,000 in rent. This compared to 76% for Larimer County, 83% for Weld County, and 74% statewide. ***For a significant majority of Wellington renter households (74%), gross rent fell between $2,000 and $2,499.*** Gross rent totaled $2,500 or more for 16% of Wellington renters—over twice the countywide rate of 7%. That rent equaled $2,000 or more for 90% of Wellington renters implies they overwhelmingly resided in single-family homes.

Figure 19. Gross Rent Distribution by Region, 2022

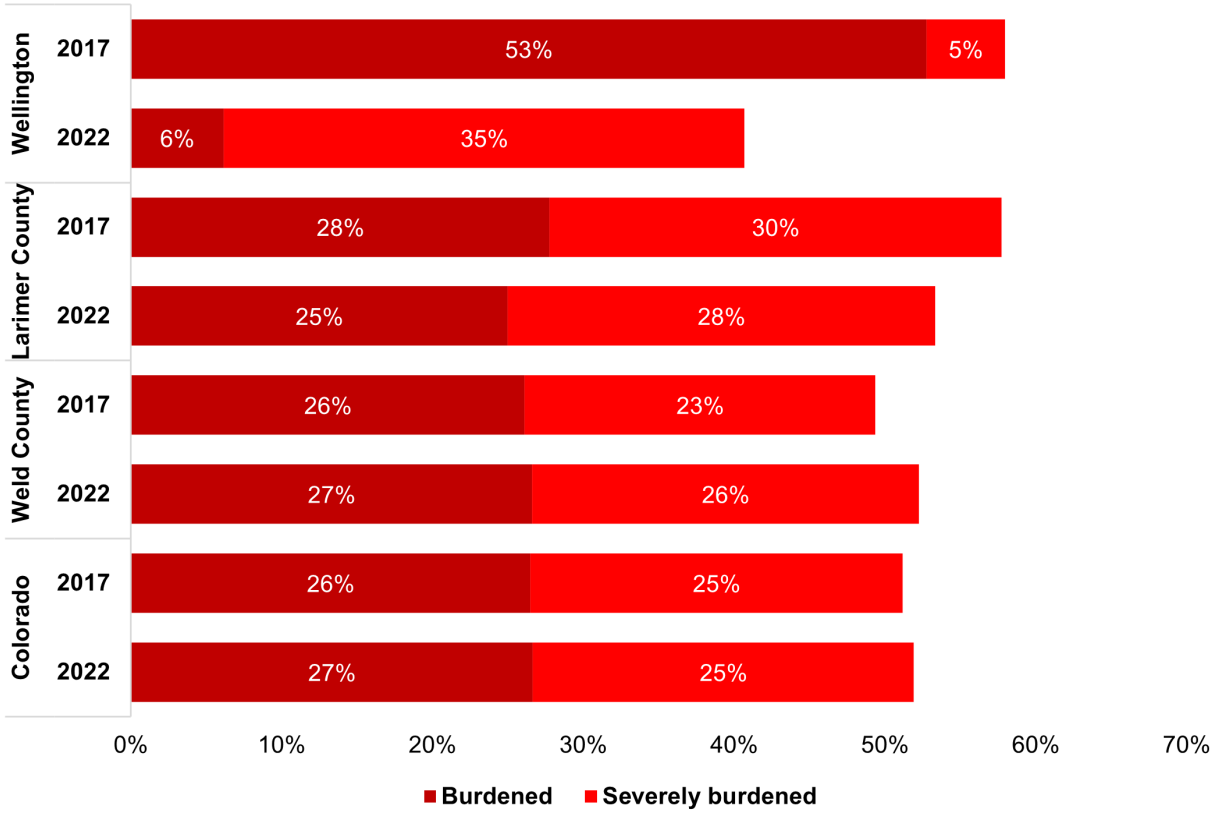


Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Values adjusted for inflation to constant 2022 dollars and include contract rent, utilities and fuel costs, and other fees. Data cover period from 2018 to 2022.

Cost-Burdened Renters

Despite the high cost of renting in Wellington, the town had proportionally fewer cost-burdened renter households than Larimer County, Weld County, and Colorado overall in 2022. ***Indeed, 41% of renters devoted 30% or more of household income to gross rent (see Figure 20).*** The overall renter cost-burdened rates for Larimer County, Weld County, and Colorado were nearly identical to each other, ranging from 52% to 53%. Furthermore, Wellington's overall cost-burdened rate fell by 17 percentage points from 2017 to 2022 despite the rent increases that impacted the town. Wellington's relatively low overall cost-burdened rate reflects the affluence of its renter households, who reported a median income of $122,688. ***Of concern, though, is the fact that an inordinate share of Wellington's cost-burdened renters spent 50% or more of household income on gross rent, thus qualifying as "severely burdened."***

Figure 20. Renter Household Cost-Burdened Rate by Region, 2017 and 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: "Burdened" households spent from 30% to 49.9% of household income on total monthly housing costs, compared to 50% or more for "severely burdened" households. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

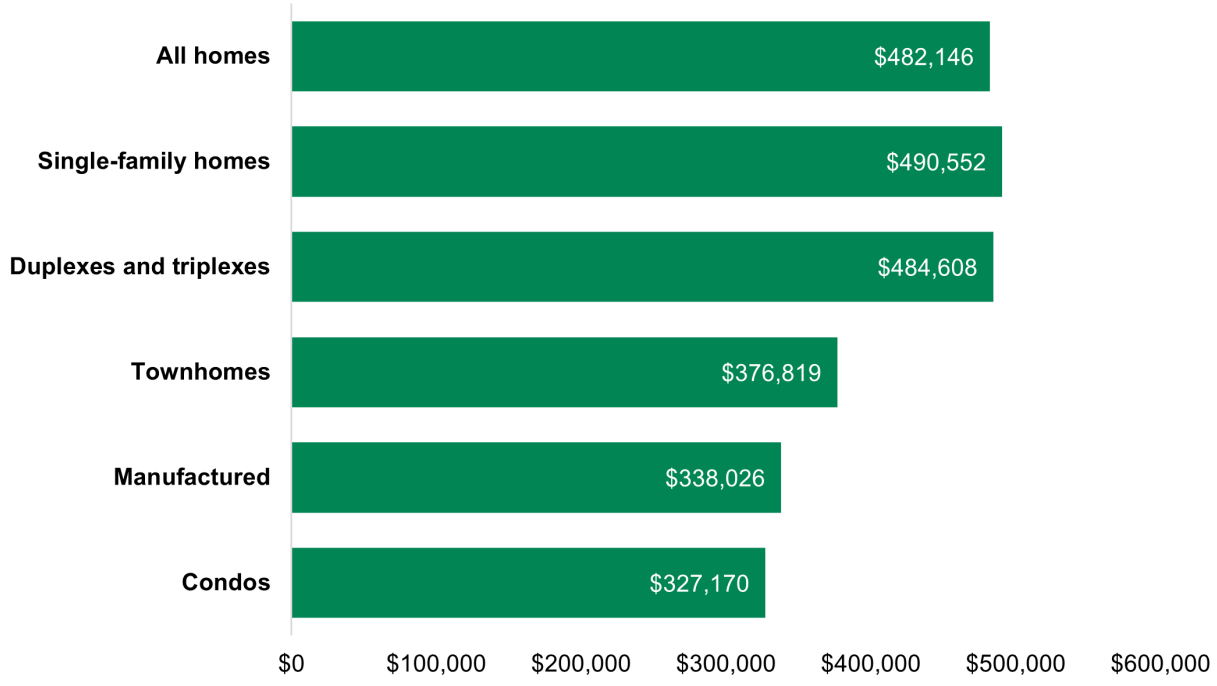
Homeownership Market

This section presents a detailed assessment of Wellington's owner housing market. It features a thorough analysis of home values, sale prices, supply, and affordability. Currently, the town's median home sale price is approaching $500,000, which is unaffordable for a family earning less than approximately $160,000. In addition to being significantly higher than AMI, the latter sum marks a dramatic increase over the income required to purchase a home in Wellington prior to the pandemic. Home price surges are indicative of a housing shortage—a challenge that is by no means exclusive to Wellington. Nonetheless, according to the most recent data, more than three-in-four homeowners in Wellington do not struggle to meet their total monthly housing costs.

Home Values

Figure 21 presents 2024 median property values for various housing types in Wellington. ***Among all homes across the town, the median value is $482,146.*** Single-family homes, as well as duplexes and triplexes, are generally worth more. The opposite is true for other housing types. The median townhome is valued at $376,819, compared to $338,026 for the median manufactured home and $327,170 for the median condo.

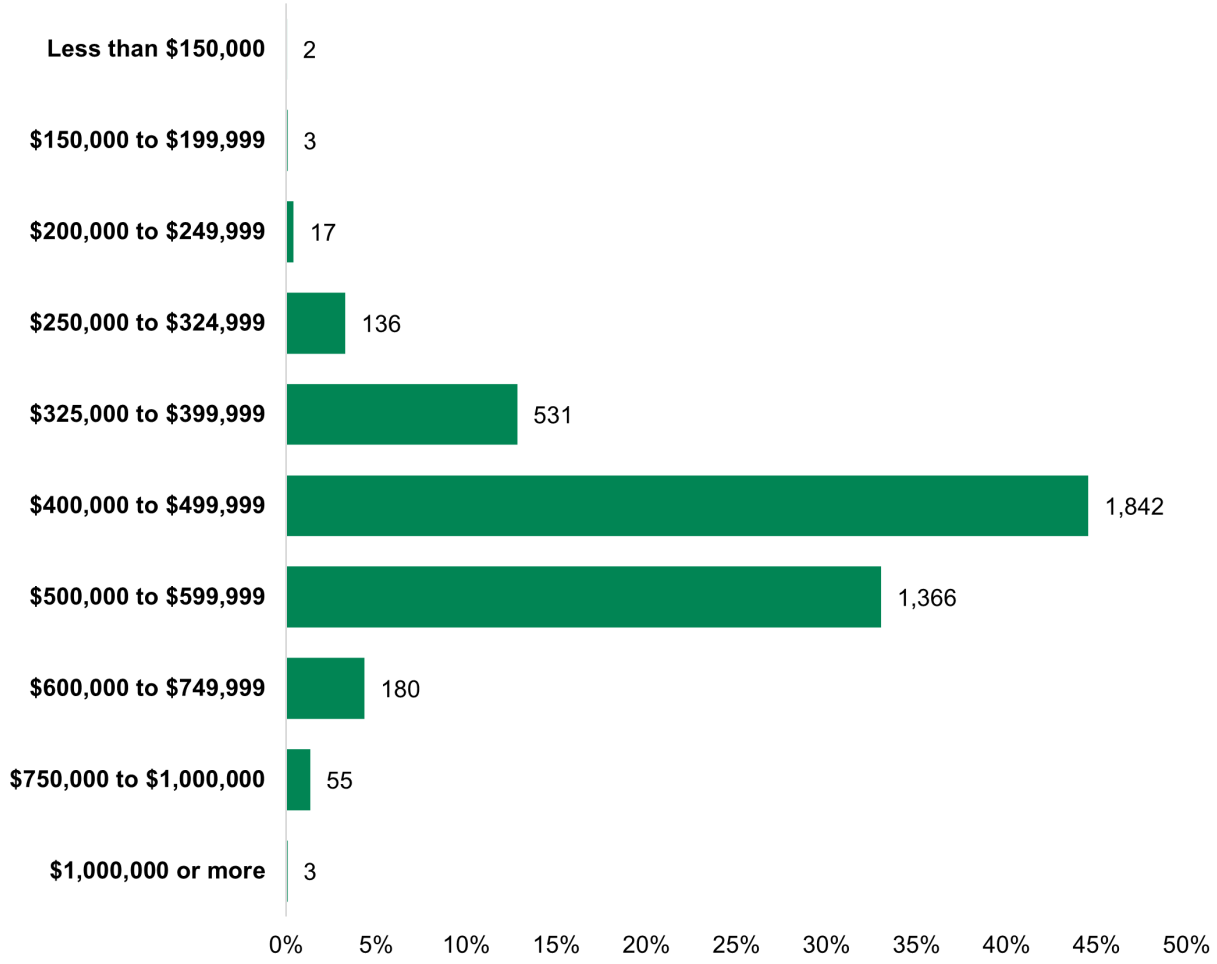
Figure 21. Median Home Values in Wellington, 2024



Source: Larimer County Assessor's 2024 parcel data; Matrix Design Group, Inc.
Note: The unit of analysis is the land parcel.

Figure 22 presents the distribution of Wellington's home values. The distribution is skewed to the right, with just three percent of homes valued at less than $324,999. Thirteen percent of homes are worth between $325,000 and $399,999. Nearly half of Wellington's homes are valued from $400,000 to $499,999, while $33% fell within the $500,000-to-$599,999 range. Homes valued at $600,000 or more are rare, accounting for six percent of the stock. This figure includes the three homes valued at $1,000,000 or more.

Figure 22. Home Value Distribution in Wellington, 2024

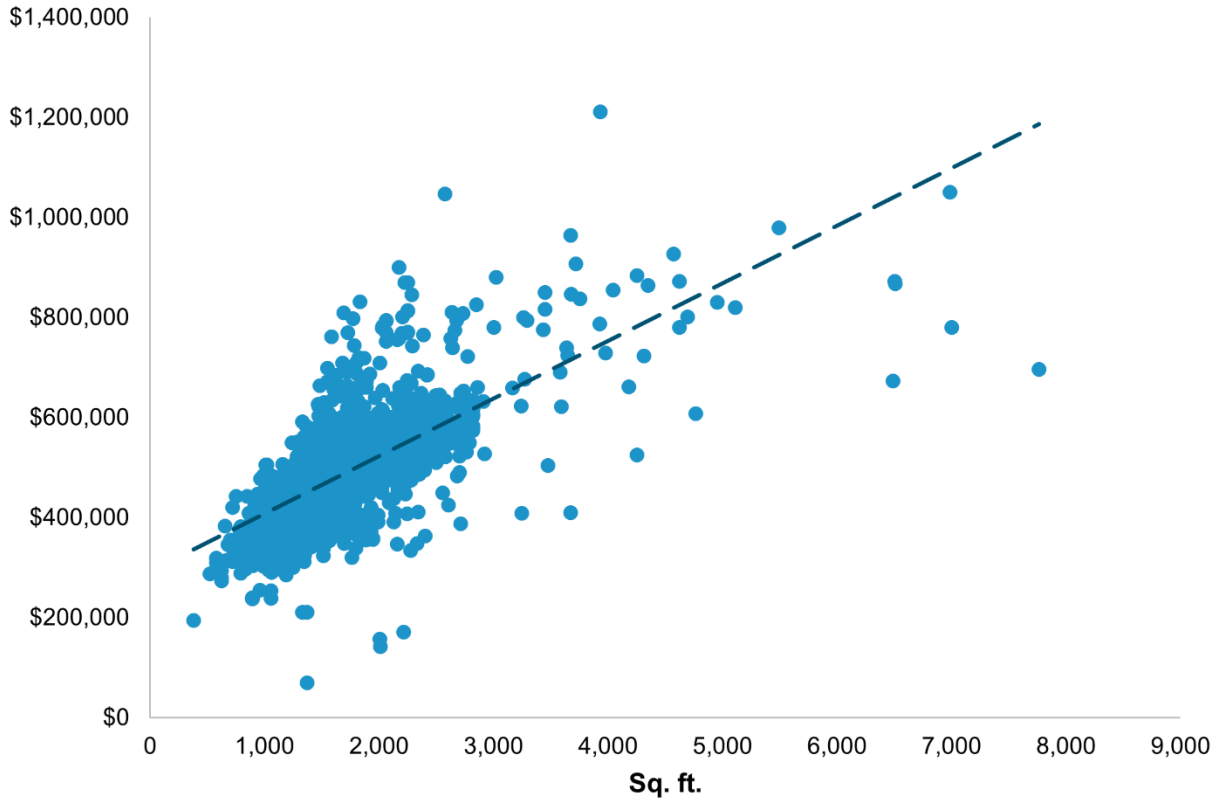


Source: Larimer County Assessor's 2024 parcel data; Matrix Design Group, Inc.

Note: The unit of analysis is the land parcel.

Figure 23 depicts the relationship between home size and value. The two variables share a strong, positive relationship, confirming the expectation that larger homes are generally worth more.[4] The relationship, however, is not perfectly linear, since a home's location, age, and other characteristics also influence its value. The best-fit line estimates a home's expected value based on square footage. A 1,500-square-foot home is estimated to be worth $465,742, compared to $580,792 for a 2,500 square-foot home and $695,842 for a 3,500 square-foot home. ***On average, each additional square foot increases a home's value by $115.05.***

Figure 23. Relationship Between Home Size and Value



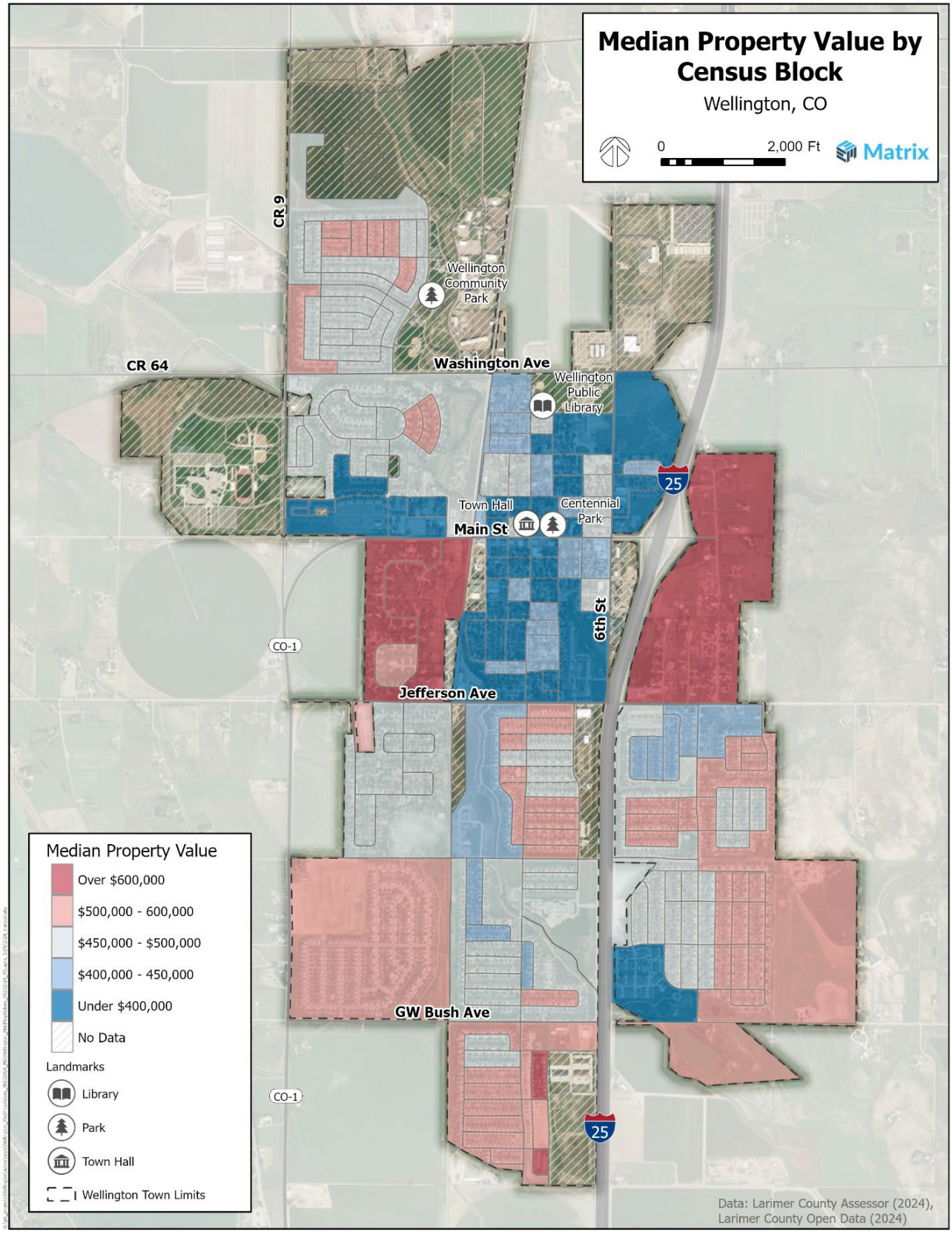
Source: Larimer County Assessor's 2024 parcel data; Matrix Design Group, Inc.
Note: The unit of analysis is the land parcel.

[4] The correlation coefficient, also known as the *r*-value, is .68. Correlation coefficients close to one or negative one suggest that two variables share a strong association, whereas values near zero indicate a weak association.

How do home values vary throughout the town? In Figure 24, census blocks shaded red have higher median home values, while those shaded blue have lower median home values; the darker the shade, the more extreme the value. According to the map, home values tend to be higher in the outskirts, especially those located north of Jefferson Avenue. Conversely, lower valued homes are heavily concentrated in the neighborhoods near Wellington Public Library and Centennial Park. The town's southern neighborhoods tend to have a light shade, denoting moderate median values (i.e., from $400,000 to $600,000). But even this part of the town contains a mix of affluent and more affordable neighborhoods.



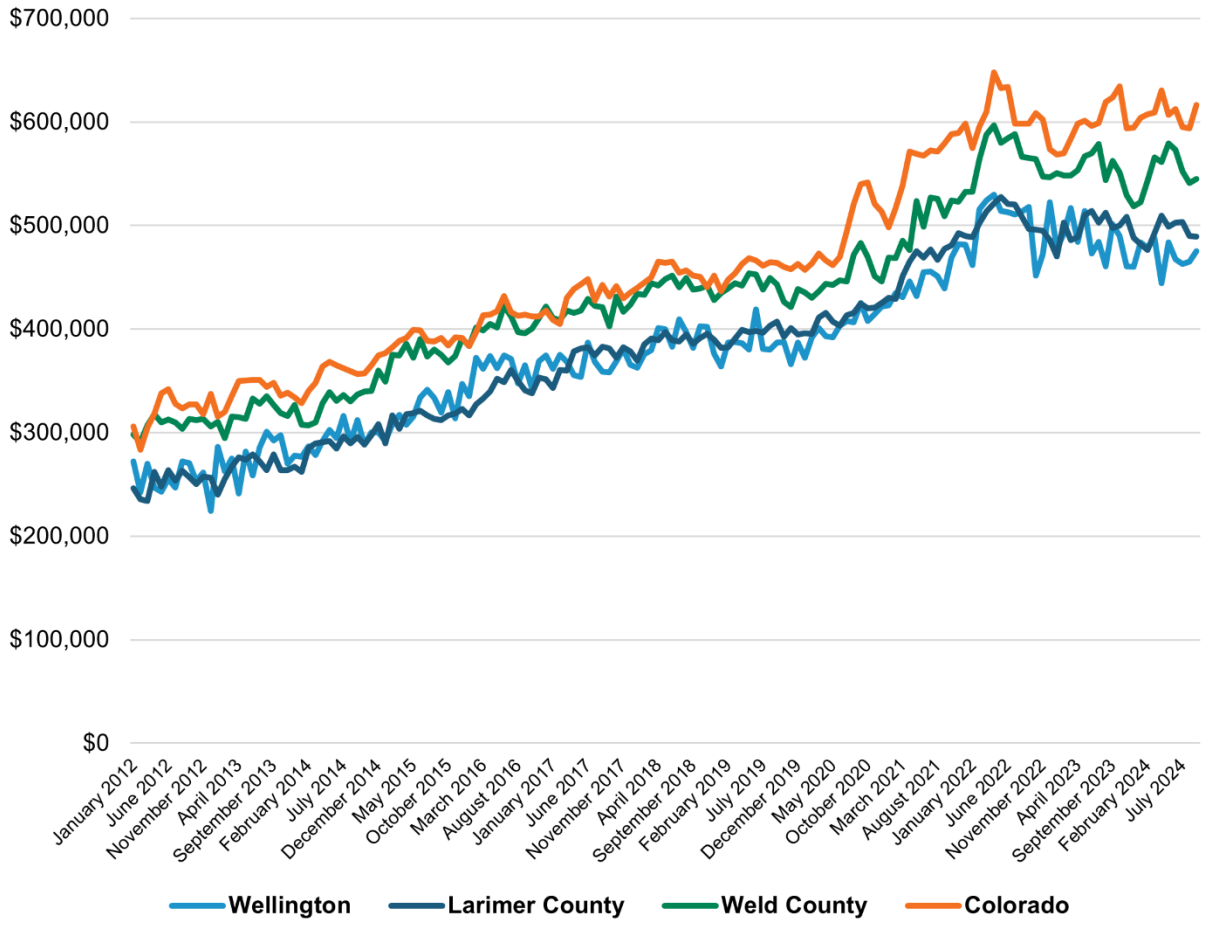
Figure 24. Median Property Value by Census Block, 2024



Sales, Inventory, and Affordability

A historical comparison of median home sale prices across the region appears in Figure 25. To more accurately capture how purchasing power has changed, the values have been adjusted for inflation to September 2024 dollars. In January 2012, when the housing market was still in the early stages of recovery from the Great Recession, the median Wellington home sold for $272,408. Real home prices rose steadily over the course of the decade, reaching $372,589 in January 2020. Prices would then start climbing dramatically due to a myriad of factors, including low interest rates, increased demand for space, rising construction costs, and low inventory and supply chain issues. Wellington's median home sale price peaked at $522,284 in December 2022, nearly doubling the January 2012 inflation-adjusted sum. ***The most current estimate of Wellington's median sale price (from September 2024) is $475,000.*** Wellington's housing market nearly mirrors that of Larimer County, but compared to Weld County and Colorado as a whole, Wellington remains considerably more affordable.

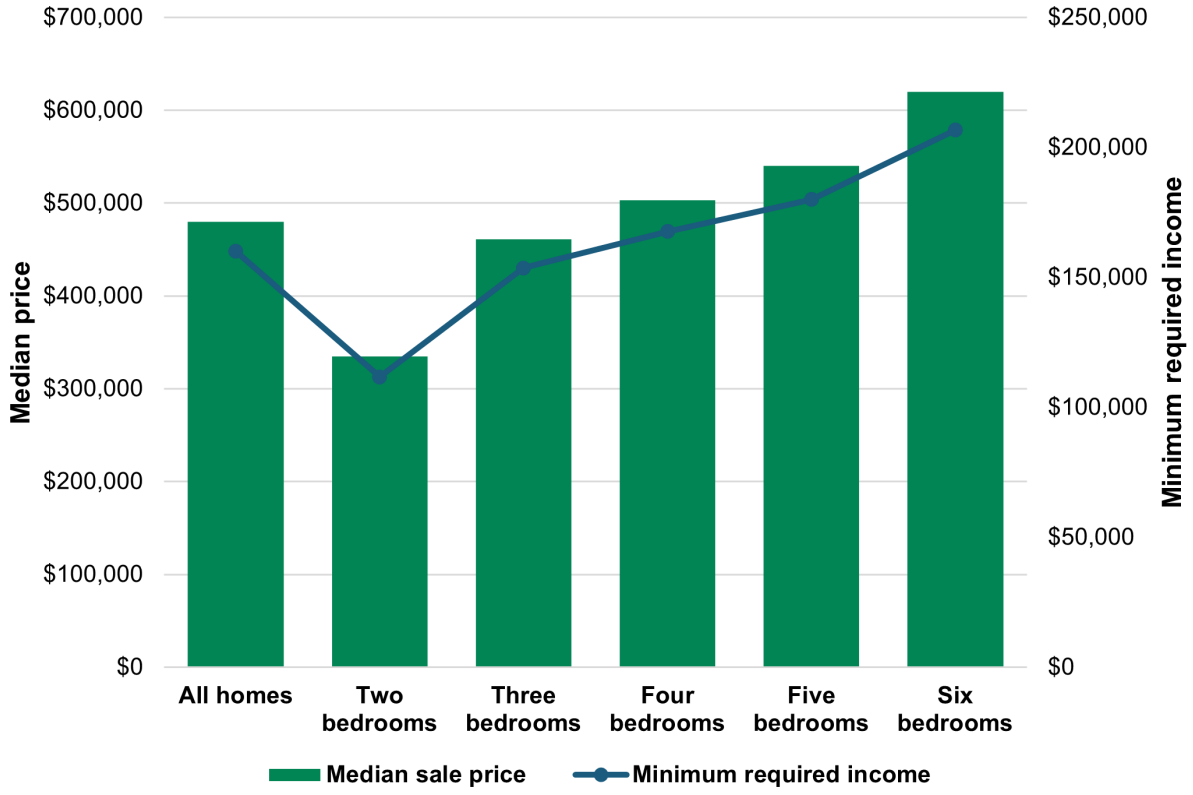
Figure 25. Real Median Home Sale Price by Region, January 2012-September 2024



Source: Redfin; Bureau of Labor Statistics; Matrix Design Group, Inc.
Note: Values adjusted for inflation to constant September 2024 dollars.

A home's bedroom count is strongly related to its sale price. Among all homes, Wellington's median sale price fell just short of $480,000 from January 2023 to August 2024 (see Figure 26). ***Assuming a 7% interest rate, 30-year repayment period, and 20% down payment, the median mortgage payment was $2,555.*** Affordability guidelines suggest that a home's sale price should represent no more than three times household income. Under this rule, a family would need to earn at least $159,982 (or 135% of the AMI of $118,800) to afford the typical Wellington home. The 15 two-bedroom homes had a median sale price of $335,000, meaning they were typically affordable to households that earned $111,666 or more. To purchase a three-bedroom home at the median price of $461,000, a family's income needed to equal at least $153,665—about $35,000 higher than AMI. Not surprisingly, the gaps were substantially wider for four-, five-, and six-bedroom homes. ***In sum, AMI was sufficient to afford only the median two-bedroom home in Wellington.***

Figure 26. Median Home Sale Price and Affordability by Bedroom Count in Wellington, January 2023-August 2024



Source: Redfin; Matrix Design Group, Inc.

Note: Estimated median mortgage is $2,528 for all homes, $1,756 for two-bedroom homes, $2,454 for three-bedroom homes, $2,680 for four-bedroom homes, $2,874 for five-bedroom homes, and $3,300 for six-bedroom homes. Mortgage calculations assume a 20% down payment, 30-year loan term, and 7% interest rate. Minimum income requirements are calculated to limit the sale price to three times household income.

MLS data indicate that Wellington's housing market is now relatively upper-income oriented. A plurality of homes (43%) sold for between $400,000 and $499,999 in 2023 and 2024 (see Table 14). For context, a home at the upper end of this price range requires an income of at least $166,665 (or 140% AMI) to be affordable. A substantial share of homes (25%) sold for between $500,000 and $599,999. Sale prices below $250,000 or above $599,999 were less common. Notably, only one home sold for less than $250,000.

Table 14. Sale Price Distribution for Homes Purchased in Wellington, January 2023-August 2024

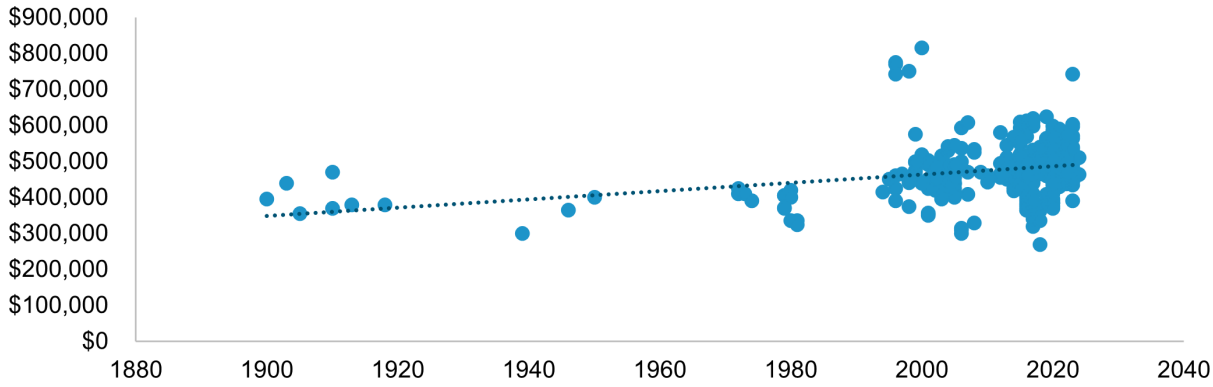
Sale price	Homes sold		Minimum income required	
	Number	Percent	Value	Percent AMI
$100,000-$249,999	1	0%	$33,333-$83,332	28%-70%
$250,000-$399,999	49	16%	$83,333-$133,332	70%-112%
$400,000-$499,999	129	43%	$133,333-$166,665	112%-140%
$500,000-$599,999	74	25%	$166,666-$199,998	140%-168%
$600,000-$749,999	21	7%	$199,999-$249,997	168%-210%
$750,000-$999,999	15	5%	$249,998-$333,330	210%-281%
$1,000,000-$1,816,000	9	3%	$333,331-$605,327	281%-510%

Source: Redfin; Matrix Design Group, Inc.

Note: Minimum income requirements are calculated to limit the sale price to three times household income.

The relationship between home age and sale price is displayed in Figure 27. There is a modest relationship between the two variables, with older homes generally selling for less than newer homes. On average, each one-year increase in a home's age reduces its sale price by $1,148. The best-fit line predicts that a home built in 1960 would sell for $417,000, compared to $486,000 for one built in 2020. Although there are exceptions, a disproportionate percentage of homes that sell for less than $400,000, and, by extension, are affordable to families earning less than AMI, were built before 1980. ***This finding is notable because Wellington's older homes commonly require energy efficiency, insulation, electrical, and plumbing upgrades, as well as repairs.***

Figure 27. Relationship between Home Age and Sale Price, January 2023-August 2024



Source: Larimer County Assessor's Office; Matrix Design Group, Inc.

Table 15 presents the gap between actual median family income and the minimum income required to limit the median sale price to three times household income. ***The results indicate that households of all sizes have limited options in Wellington, with median income falling well below the threshold needed to afford the typical home in each case.*** The median one-person household in the MSA earns $83,200, about $77,000 less than the sum needed to afford Wellington's median sale price of $479,950. For most two- and three-person households in the MSA, even two-bedroom homes are generally out of reach. Moreover, four- and five-person households can usually only afford undersized homes. These findings confirm the widely held belief that homeownership has become increasingly unattainable in Wellington.

Table 15. Gap between Median Family Income by Household Size and Minimum Income Required to Afford Median Sale Price

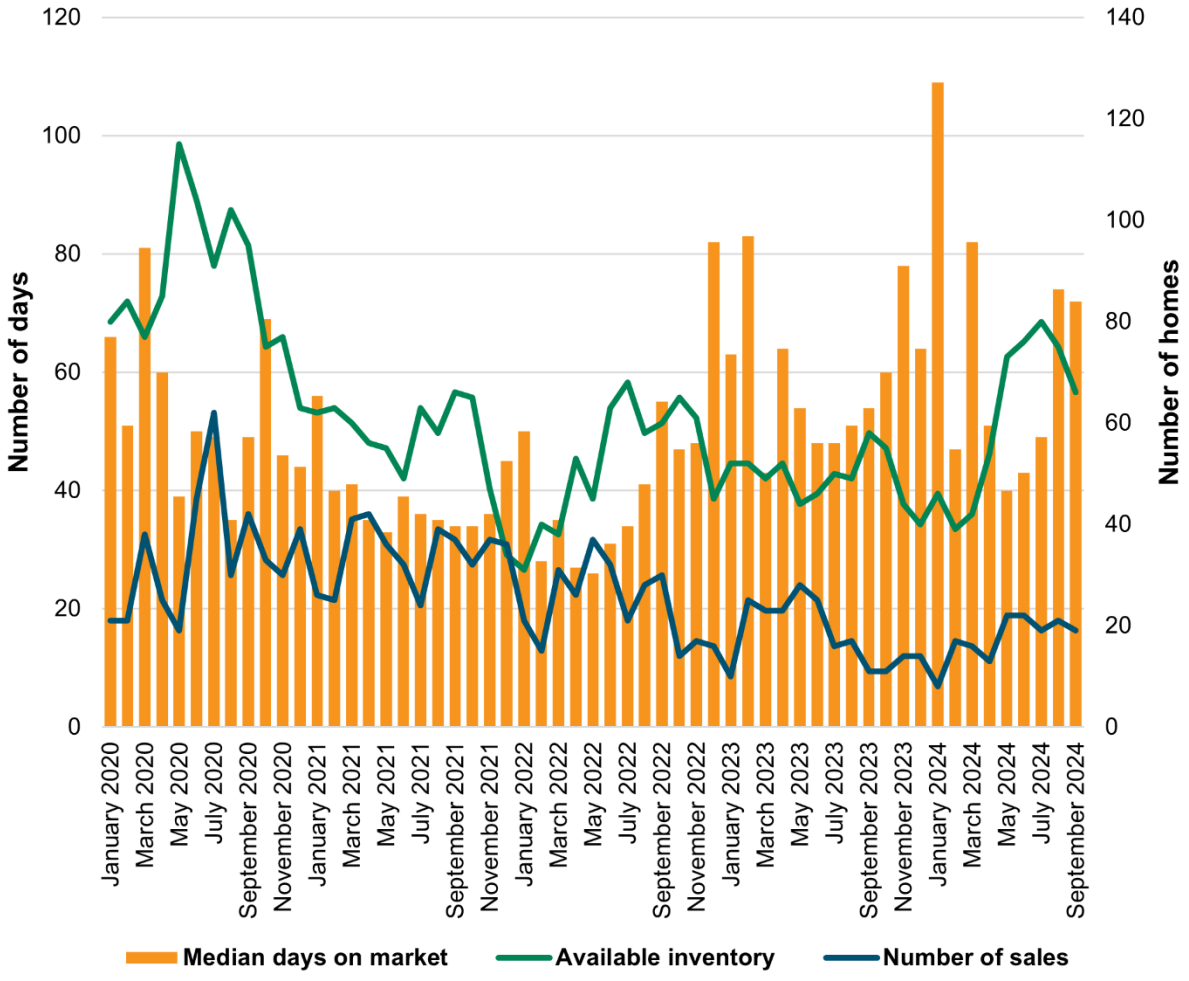
	One-person household	Two-person household	Three-person household	Four-person household	Five-person household
All homes	-$76,782	-$64,882	-$52,982	-$41,182	-$31,582
Two bedrooms	-$28,466	-$16,566	-$4,666	$7,134	$16,734
Three bedrooms	-$70,465	-$58,565	-$46,665	-$34,865	-$25,265
Four bedrooms	-$84,402	-$72,502	-$60,602	-$48,802	-$39,202
Five bedrooms	-$96,798	-$84,898	-$72,998	-$61,198	-$51,598
Six bedrooms	-$123,465	-$111,565	-$99,665	-$87,865	-$78,265

Source: Zillow; Apartments.com; Department of Housing and Urban Development; Matrix Design Group, Inc.
Note: 2024 median income (AMI) for the Fort Collins, CO Metropolitan Statistical Area is $83,200 for one-person households, $95,100 for two-person households, $107,000 for three-person households, $118,800 for four-person households, and $128,400 for five-person households. Median sale price was $479,950 for all homes, $335,000 for two-bedroom homes, $461,000 for three-bedroom homes, $502,813 for four-bedroom homes, $540,000 for five-bedroom homes, and $620,000 for six-bedroom homes. Minimum income requirements are calculated to limit the sale price to three times household income.

To afford the typical Wellington home, a family needs to earn significantly more than area median income (AMI).

Figure 28 provides more detailed insight into Wellington's housing market, examining how key indicators of supply and demand have varied since January 2020. As the orange bars show, the number of days that the median home spent on the market declined dramatically through May 2022. That month, the median home sold just 26 days after being listed. A shorter window from listing to sale indicates that the market is more favorable to sellers. Since then, homes have generally taken longer to sell, although an uptick in buyer demand regularly occurs in the spring and summer months. By September 2024, 72 days typically elapsed from listing to sale. Consistent with the tendency of homes to sell more slowly during times of higher inventory, and vice versa, this increase coincided with a rise in the number of available homes. From May 2022 to September 2024, Wellington's inventory grew from 45 to 66 homes, the equivalent of a 42% increase. The decline in home sales since 2022 is another indication that the market has become less seller oriented. From January 2024 to September 2024, Wellington averaged just 17 home sales per month, a 39% decline over 2022 levels. A key contributor to this trend has been the sharp rise in interest rates that occurred in 2022 and 2023.

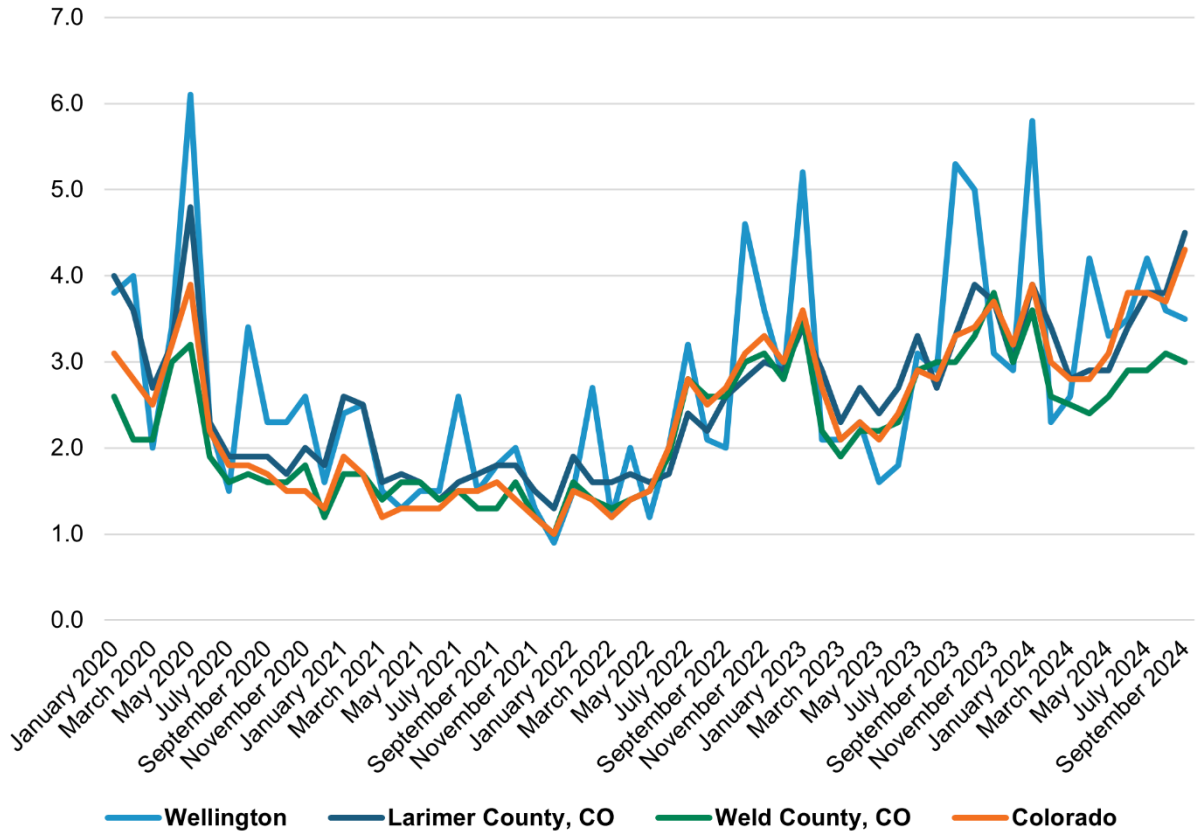
Figure 28. Housing Market Dynamics in Wellington, January 2020-September 2024



Source: Redfin; Matrix Design Group, Inc.

Despite the recent increases in inventory, Wellington's housing market continues to favor sellers. As Figure 29 shows, from January to September 2024, the town averaged 3.6 months of supply. ***This means that assuming sales continued at their previous pace, Wellington's entire inventory was projected to sell out in just over three-and-a-half months, on average, through the first nine months of 2024.*** By comparison, Wellington averaged 2.4 months of supply in 2022 and 3.1 months of supply in 2023. For context, a balanced market is thought to have been five and six months of supply; lower values are indicative of a seller's market, whereas higher values are associated with favorable conditions for buyers. The statewide and Weld County markets have typically been more imbalanced than those of Wellington and Larimer County.

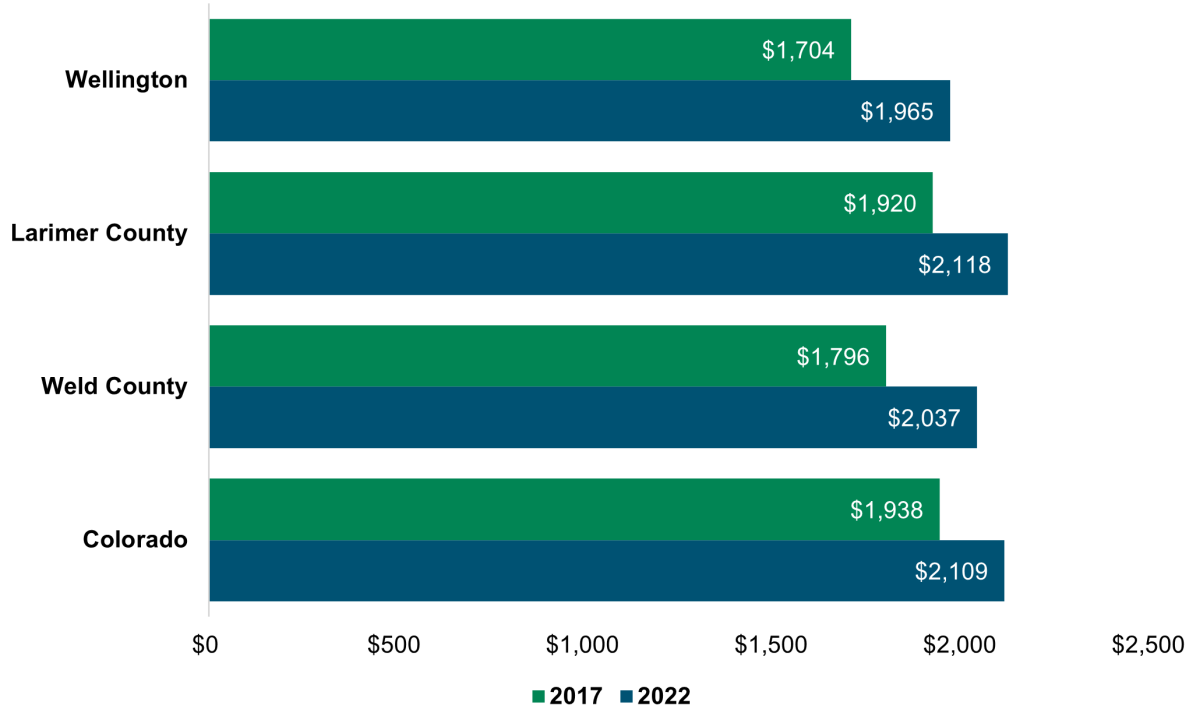
Figure 29. For-Sale Inventory Months of Supply by Region, January 2020-September 2024



Source: Redfin; Matrix Design Group, Inc.

Figure 30 presents estimates of median total monthly owner costs for households with mortgages. Note that the population from which the sample was drawn includes all mortgagor households regardless of purchase date. As such, the values do not reflect what the typical new homeowner in Wellington pays. In 2017, the median mortgagor household's real monthly costs in Wellington totaled $1,704. In addition to the mortgage payment, this sum includes property taxes, utilities and fuels, HOA fees, and other required payments. ***Consistent with the appreciation in home prices that occurred during the intervening period, median total costs reached $1,965 five years later.*** Wellington homeowners have consistently paid less for housing than their counterparts in the broader region. For example, the median homeowner in Larimer County paid $2,118 in total monthly costs in 2022.

Figure 30. Median Monthly Owner Costs for Mortgagor Households, 2017 and 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: The mortgage payment, property taxes, homeowner's insurance, utilities and fuels, HOA fees, and other required payments are factored into monthly owner cost totals. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.



Table 16 shows that Wellington homeowners' monthly costs were moderate compared to the broader region. As of 2022, about 72% of homeowners with mortgages paid between $1,500 and $2,499 in total monthly costs. This compared to 49% for Larimer County, 50% for Weld County, and 44% for Colorado. Relatively few Wellington homeowners paid less than $1,500 or more than $3,000 in total costs. Note that the estimates are heavily influenced by the period covered (2018 to 2022); future releases of the ACS will almost certainly show that the share of residents paying $3,000 or more has increased substantially.

Table 16. Distribution of Monthly Costs for Mortgagor Households by Region, 2022

Monthly costs	Wellington	Larimer County	Weld County	Colorado
Less than $1,500	16.2%	19.7%	22.7%	22.4%
$1,500 to $1,999	37.0%	24.5%	25.6%	23.1%
$2,000 to $2,499	34.5%	24.5%	24.3%	20.8%
$2,500 to $2,999	10.5%	14.7%	14.6%	14.4%
$3,000 to $3,999	0.1%	11.7%	9.6%	13.0%
$4,000 or more	1.7%	4.9%	3.4%	6.4%

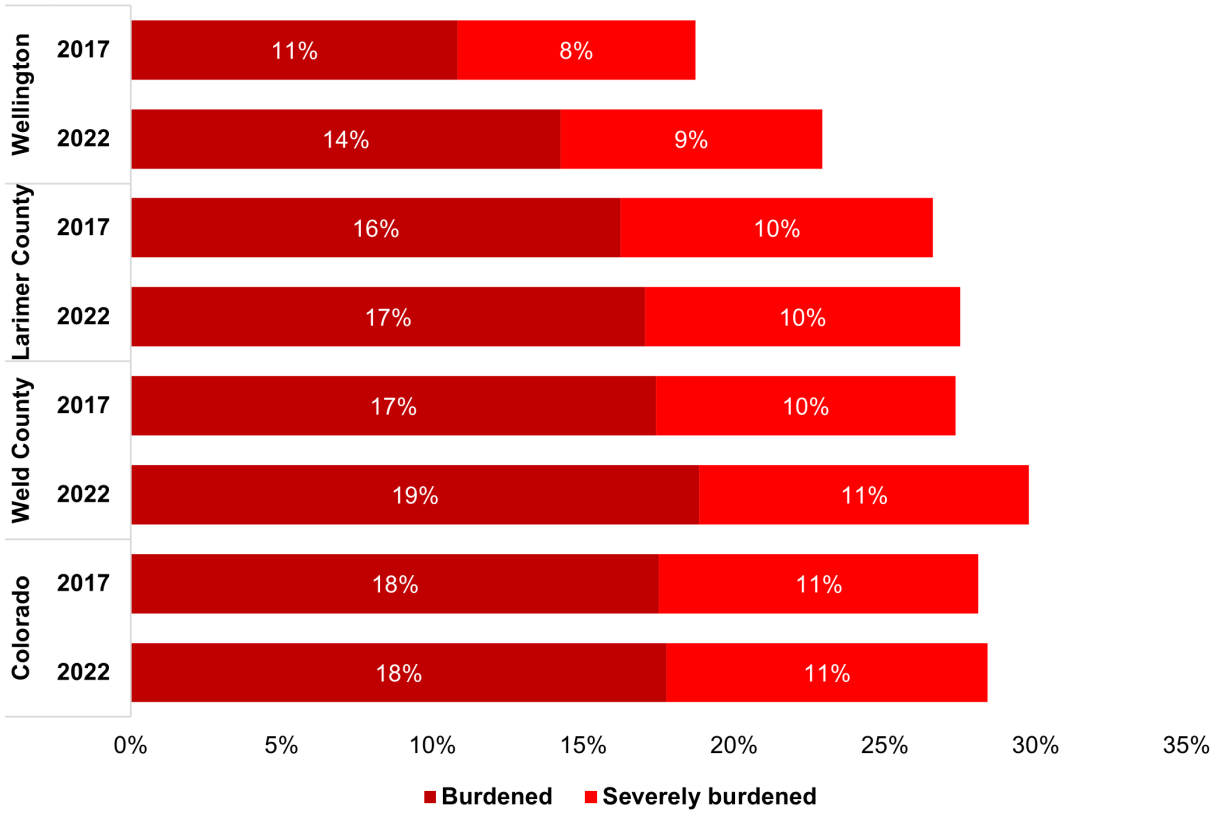
Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Note: The mortgage payment, property taxes, homeowner's insurance, utilities and fuels, HOA fees, and other required payments are factored into monthly owner cost totals. Data cover period from 2018 to 2022.

Cost-Burdened Homeowners

Reflecting Wellington's rising home prices, the share of mortgagor households who spend at least 30% of gross income on housing—and thus qualify as "burdened" or "severely burdened"—has increased (see Figure 31). ***From 2017 to 2022, the overall cost-burdened rate rose from 19% to 23%.*** The percentage of "severely burdened" homeowners shifted marginally, growing from 8% to 9% of all mortgagor households. As of 2022, Wellington had proportionally fewer cost-burdened homeowners than Larimer County, Weld County, and Colorado. Although these findings appear encouraging when compared to the renter cost-burdened rates, it is important to consider that homeowners are not representative of the general population; rather, homeownership is more attainable for more affluent households. Further, as mentioned above, the fact that the sample includes households who purchased their homes long before the pandemic-related surge in home prices heavily contributes to the relatively low homeowner cost-burdened rate. Accordingly, the findings should not be interpreted to mean that Wellington is widely affordable for prospective homeowners.

Figure 31. Mortgagor Household Cost-Burdened Rate by Region, 2017 and 2022



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: "Burdened" households spent from 30% to 49.9% of household income on total monthly housing costs, compared to 50% or more for "severely burdened" households. 2017 data cover period from 2013 to 2017; 2022 data cover period from 2018 to 2022.

Housing Needs

Collectively, the analyses featured in this section illustrate current and future gaps in Wellington's housing supply. As of 2022, Wellington's rental market predominantly served households earning from 50% to 120% of that year's AMI (or $55,650 to $133,650), leading to shortages that particularly impacted low-income households. Wellington's owner housing stock was similarly mismatched. Significantly, the overwhelming majority of Wellington's over 2,800 owner households with incomes below 50% AMI would be unable to afford their homes at today's market values. The findings also reveal that a sizeable share of demand for housing is unrealized, or latent, as individuals and families have resorted to shared living arrangements to save on housing costs.

Rental Housing Needs

A housing gap analysis can provide insight into a community's supply-demand dynamics. The customary approach involves, first, estimating the cumulative number of households below a specified AMI level and, second, determining the number of units affordable to those households based on the widely accepted standard that housing costs should not exceed 30% of household income.[5] The difference between these two values represents the housing gap. A negative value denotes a housing shortage, which arises when the number of households exceeds the number of housing units. Conversely, a positive value denotes a housing surplus, which occurs when supply outstrips demand. This methodology, developed by Florida Metropolitan University's Jorge M. Pérez Metropolitan Center and refined by Matrix, minimizes assumptions by measuring only the gaps facing existing households.

It is rare for a community's housing stock to perfectly align with the income composition of households, in part because price is not the sole determinant of consumer preferences. Nonetheless, communities should strive to minimize housing shortages, which have direct and indirect adverse impacts on residents. At lower AMI tiers, they increase the likelihood that low-income households will be cost burdened or unable to find housing. When a shortage of market rate or luxury units exists, higher-income households have the flexibility to move into more moderately priced homes. However, this increases competition for these units, driving up prices and placing additional financial strain on middle-income households.



[5] The AMI-based income ranges were as follows: Below 30% AMI ($33,390), below 50% AMI ($55,650), below 80% AMI ($89,040), below 120% AMI ($133,560), and below 200% AMI ($222,600).

The results of the rental housing gap analysis are presented in Table 17. An estimated 98 renter households earned below 30% AMI (equal to $33,390) in 2022. At this income level, a household could pay, at most, $835 in gross rent without exceeding the 30% affordability threshold. ***Since no units rented out for less than $835 at the time of data collection, the town's estimated deficit amounted to 98 units.*** The below 50% AMI level, encompassing households earning up to $55,650, included an additional 41 households. Because there were no units in the corresponding rent range ($1,391 and lower), the total deficit facing below 50% AMI households totaled 139 units. Rental shortages at the below 50% AMI level can lead to severe housing instability for low-income households, forcing them to spend disproportionate amounts of their income on rent. This strain increases the risk of homelessness, reduces disposable income for essentials like food and healthcare, and exacerbates income inequality.

Wellington's rental market exclusively served moderate- and high-income earners. At the 120% AMI level ($133,560), 655 rental units were available, compared to 391 households, resulting in a surplus of 264 units. Wellington was also home to an estimated 264 renter households who earned 120% AMI or more. These households earned at least $133,560 annually, allowing them to afford rents of $3,339 or higher. As of 2022, Wellington's most expensive units were priced below this threshold. Shortages of luxury units force more affluent households to compete with workforce and middle-income households for housing. ***Ultimately, this market pressure can give landlords leeway to command higher prices.***

Table 17. Rental Housing Gaps in Wellington, 2022

AMI level	Households	Housing units	Gap
<30% AMI	98	0	-98
<50% AMI	139	0	-139
<80% AMI	268	287	19
<120% AMI	391	655	264
<200% AMI	463	655	192
All	655	655	0

Source: Five-Year American Community Survey; Department of Housing and Urban Development; Matrix Design Group, Inc.
Note: Affordability tiers based on the 2022 AMI of $111,300 for the Fort Collins, CO MSA. Units were deemed affordable if they did not cause households to spend 30% or more of income on gross rent. Due to rounding, *Gap* may not equal difference between *Housing Units* and *Households*. Data cover period from 2018 to 2022. Household estimates do not account for latent demand.

Demand for rental housing in Wellington is expected to grow significantly over the coming decades, driven by overall population and household growth. By 2040, the number of renter households is projected to more than double to 1,467 households, with 311 earning below 50% of AMI and 599 earning below 80% AMI (see Table 18). Through 2050, rental demand will continue to grow at lower-income tiers, underscoring the need for additional affordable rental housing options. However, a plurality of new renter households are expected to earn 200% AMI or more, suggesting that demand will increase across all price points. If rental housing production does not keep pace with demand, rising competition for available units may further strain affordability, particularly for lower-income households, reinforcing the importance of proactive housing strategies to ensure a balanced rental market.

Table 18. Projected Rental Housing Demand in Wellington, 2040 and 2050

AMI level	2040		2050	
	Households	Change from 2022	Households	Change from 2022
<30% AMI	219	121	289	191
<50% AMI	311	172	410	271
<80% AMI	599	331	791	523
<120% AMI	875	484	1,154	763
<200% AMI	1,036	573	1,367	904
All	1,467	811	1,937	1,281

Source: Esri; Matrix Design Group, Inc.

Note: Housing demand forecasts were inferred from population projections. The distribution of owner- and renter-occupied households was assumed to remain constant over time. Due to rounding, values may not sum to totals. Household estimates do not account for latent demand.

Owner Housing Needs

Table 19 presents the owner housing gap analysis results. As in the rental housing gap analysis, households were categorized into cumulative AMI-based tiers. Housing units were sorted correspondingly based on the rule that total monthly owner costs (inclusive of the mortgage, property taxes, HOA fees, utilities, and insurance) should not exceed 30% of household income. Existing homeowners' actual costs were used as the basis of the analysis. Put simply, the gap represents the difference between the cumulative number of households and the number of units affordable to them.

Since existing homeowners are commonly locked into fixed-rate mortgages, their housing costs are less responsive to market conditions than renters'. In Wellington, an estimated 96% of homeowners purchased their homes before 2021, when prices and interest rates were lower than current levels. ***Accordingly, Wellington homeowners' monthly costs were overwhelmingly affordable to families with incomes below 120% AMI ($133,560) as of 2022.*** Just 80 units required a household income of 120% AMI or higher to be affordable, a figure that fell far short of the 993 owner-occupied households in the associated income range. Households also outnumbered housing units at the below 50% AMI level, with an estimated 870 homes carrying monthly costs of less than $1,391—the maximum amount that 905 households could afford to spend. While the monthly costs of 614 homes were affordable to the 473 owner-occupied households earning less than 30% AMI, a large share of these homes were purchased at significantly lower prices than current market values or have limited expenses due to being owned outright. Overall, the results confirm the earlier finding that Wellington's longer-term homeowners face limited affordability challenges.

Table 19. Existing Homeowner Housing Gaps in Wellington, 2022

AMI level	Households	Housing units	Gap
<30% AMI	473	614	141
<50% AMI	905	870	-35
<80% AMI	1,448	2,464	1,015
<120% AMI	2,351	3,305	953
<200% AMI	2,749	3,342	592
All	3,344	3,385	41

Source: Five-Year American Community Survey; Department of Housing and Urban Development; Matrix Design Group, Inc.
Note: Affordability tiers based on the 2022 AMI of $111,300 for the Fort Collins, CO MSA. Units were deemed affordable if they did not cause households to spend 30% or more of income on total ownership costs. Due to rounding, *Gap* may not equal difference between *Housing Units* and *Households*. Data cover period from 2018 to 2022. Household estimates do not account for latent demand.

Table 20 builds on the previous analysis by modeling a hypothetical scenario in which Wellington homeowners are assumed to have purchased their homes at today's market values. Under this methodology, a home was deemed affordable if its market value represented less than three times a household's gross income. The findings thus illustrate how well Wellington's current market would serve existing homeowners. Compared to the prior table, fewer housing units are categorized into lower tiers; however, the income composition of households is unchanged. ***The results demonstrate that Wellington would have a severe shortage of homes at the below 80% AMI level if existing homeowners purchased their homes in today's market.*** Specifically, as of 2022, Wellington had 1,448 owner-occupied households in this income range, but only 233 homes would have been affordable to them. The combined shortfall would have amounted to 1,215 homes. The shortage would have extended to households earning up to 120% AMI. The housing deficit transitions into a surplus only when housing units in the 120% to 200% AMI range are factored in, underscoring the challenging market conditions for prospective homeowners earning at or below AMI. ***In sum, a significant share of existing homeowners would be priced out of the current market, and unless home prices fall markedly, the income composition of Wellington's households is set to shift dramatically in the coming years.***

Table 20. Market Value-Based Owner Housing Gaps in Wellington, 2022

AMI level	Households	Housing units	Gap
<30% AMI	473	121	-352
<50% AMI	905	186	-719
<80% AMI	1,448	233	-1,215
<120% AMI	2,351	1,537	-814
<200% AMI	2,749	3,213	464
All	3,344	3,385	41

Source: Five-Year American Community Survey; Department of Housing and Urban Development; Matrix Design Group, Inc.
Note: Affordability tiers based on the 2022 AMI of $111,300 for the Fort Collins, CO MSA. Units whose values did not exceed three times household income were deemed affordable. Due to rounding, *Gap* may not equal difference between *Housing Units* and *Households*. Data cover period from 2018 to 2022. Household estimates do not account for latent demand.

Naturally, as Wellington grows, so will demand for for-sale housing (see Table 21). By 2040, 7,493 owner-occupied households are projected to reside in Wellington, an increase of over 4,100 households from 2022. A plurality of these new households are projected to earn from 80% to 120% AMI, but consistent with recent trends, Wellington is expected to continue attracting families from across the income spectrum. Notably, over 1,300 new homeowners are projected to earn 200% AMI or more, though further real estate appreciation could cause this number to rise further. Wellington is projected to continue growing through at least 2050, when it will have an estimated 9,891 owner-occupied households. ***To accommodate this anticipated growth, over 6,500 additional units are required.***

Table 21. Projected Owner Housing Demand in Wellington, 2040 and 2050

AMI level	2040		2050	
	Households	Change from 2022	Households	Change from 2022
<30% AMI	1,060	587	1,399	926
<50% AMI	2,028	1,123	2,677	1,772
<80% AMI	3,245	1,797	4,283	2,835
<120% AMI	5,268	2,917	6,954	4,603
<200% AMI	6,160	3,411	8,131	5,382
All	7,493	4,149	9,891	6,547

Source: Esri; Matrix Design Group, Inc.

Note: Housing demand forecasts inferred from population projections. The distribution of owner- and renter-occupied households was assumed to remain constant over time. Due to rounding, values may not sum to totals. Household estimates do not account for latent demand.

Latent Demand

According to the 2022 ACS, there were 41 fewer total households than housing units in Wellington, seemingly suggesting that supply outstripped demand. However, a portion of the demand for housing is unrealized, or latent. ***Indeed, rising housing costs tend to suppress household formation and encourage shared living arrangements.*** Common examples include adult children staying with parents, families “doubling up” on housing, and roommates cohabiting. These arrangements artificially reduce the number of independent households. To estimate a community’s number of latent households, one can calculate the additional households that would form if the market operated at its natural vacancy rate (NVR), defined as the point at which supply and demand are at equilibrium. Under balanced market conditions, upward price pressures are less likely to significantly discourage household formation, although affordability challenges may still exist for certain demographics.

Assuming that Wellington's NVR lies somewhere between five and eight percent, it likely had between 170 and 307 latent households as of 2022 (see Table 22). This means that as much as seven percent of total housing demand in Wellington could be unrealized. Considering that the town had 4,041 housing units, it required between 129 and 266 additional units to meet the needs of actual and latent households. To fulfill this need, the bulk of the additional units would have had to be targeted at the below 80% AMI level, since latent households are disproportionately low income. Recall that the housing gap analyses presented previously accounted for only realized demand; as such, the observed shortages, especially at the lower tiers, should be interpreted as conservative estimates.

Table 22. Latent Housing Demand in Wellington, 2022

Variable	Value
Latent households	
Low	170
Medium	237
High	307
Actual households	4,000
Total housing units	4,041
Gap	
Low	-129
Medium	-196
High	-266

Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: "Low," "medium," and high values reflect conditions under a 5%, 6.5%, and 8% natural vacancy rate.

Community Engagement

To facilitate the development of housing solutions for Wellington, residents were invited to share their experiences with housing in the community and provide input on the types of housing they would like to see. The engagement campaign consisted of a resident survey and interactive community events. To maximize participation, all engagement materials were created bilingually, ensuring accessibility for a broader range of residents.



Resident Survey

Matrix designed a 24-question survey to assess Wellington residents' level of housing stability, perceptions of the community's housing needs, and other housing-related attitudes. It was primarily disseminated via social media. ***To provide residents ample opportunity to participate, the survey was live from September 6, 2024, to December 16, 2024.*** It garnered 104 responses, exceeding the participation rate typically seen in housing needs assessment surveys. Like most surveys conducted for community planning purposes, this survey employed non-probability sampling methods. As such, the sample may not be representative of the population. Still, a diverse group of residents participated, especially along the lines of ethnicity, income, and age. This is made evident by the demographic composition of the respondents, which is presented in Table 23. A complete breakdown of survey results appears in the Appendix.

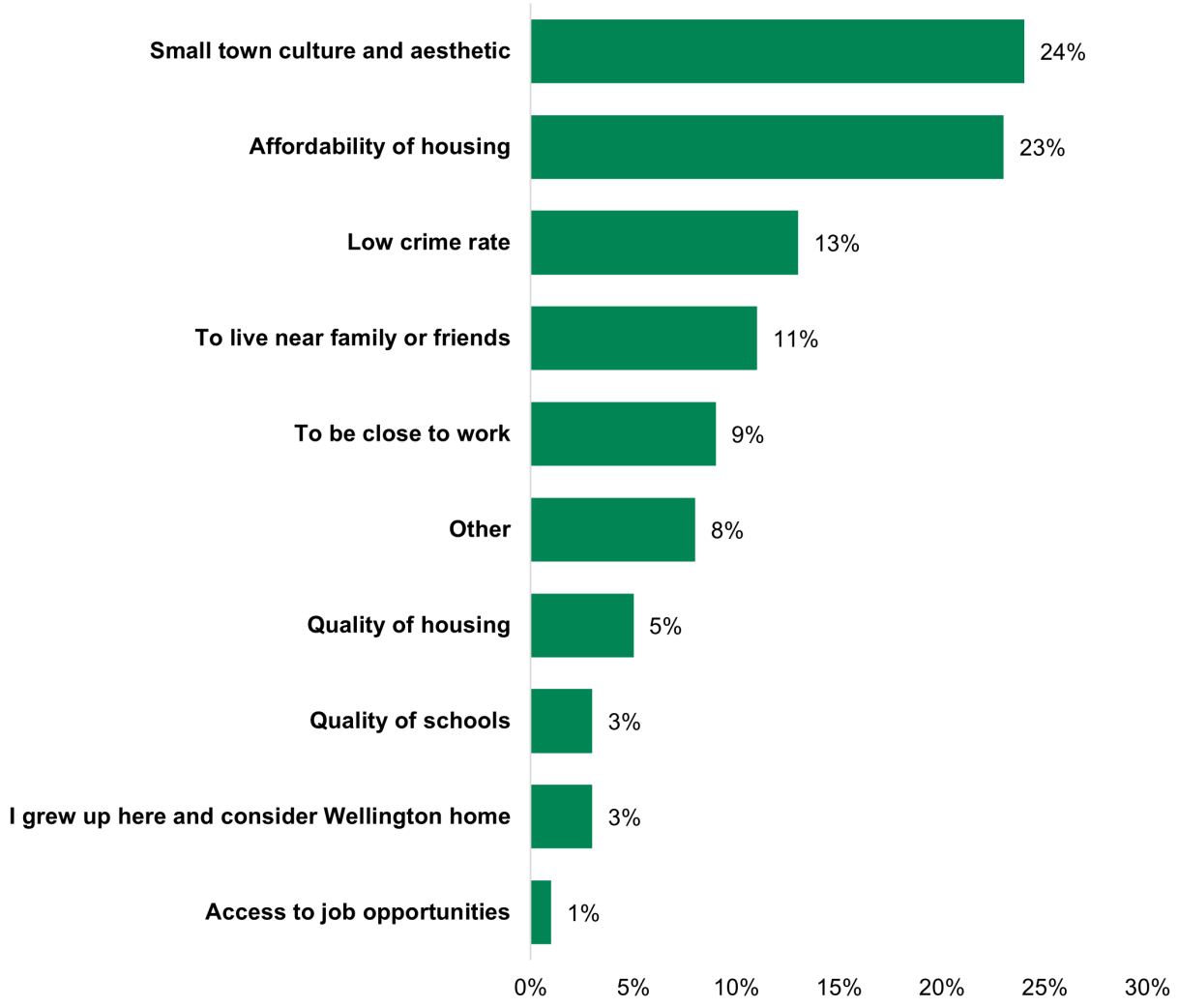
Table 23. Demographic Characteristics of Survey Respondents

Category	Percent of respondents
Ethnicity	
Hispanic or Latino	4%
Not Hispanic or Latino	80%
Declined to answer	14%
Household Income	
Less than $25,000	5%
$25,000 to $49,999	11%
$50,000 to $74,999	9%
$75,000 to $99,999	21%
$100,000 to $149,999	33%
$150,000 to $199,999	8%
$200,000 or more	4%
Unsure	11%
Age	
Under 18	0%
18 to 24	1%
25 to 34	13%
35 to 44	33%
45 to 54	19%
55 to 64	16%
65 and over	17%

Source: Matrix Design Group, Inc.
Note: *N*=104

As Figure 32 illustrates, residents primarily chose to make Wellington their home for two reasons: the "affordability of housing" and "small town culture and aesthetic," both of which were cited at nearly equal rates. The former reason may be surprising given the recent rent and home price increases in the town. However, the vast majority of respondents were unaffected by these market changes due to their status as homeowners with fixed-rate mortgages. Additionally, it is possible that residents view Wellington as affordable in relation to communities such as Fort Collins and Boulder. Other popular reasons for residing in Wellington include the town's low crime rate and the desire to "live near family or friends."

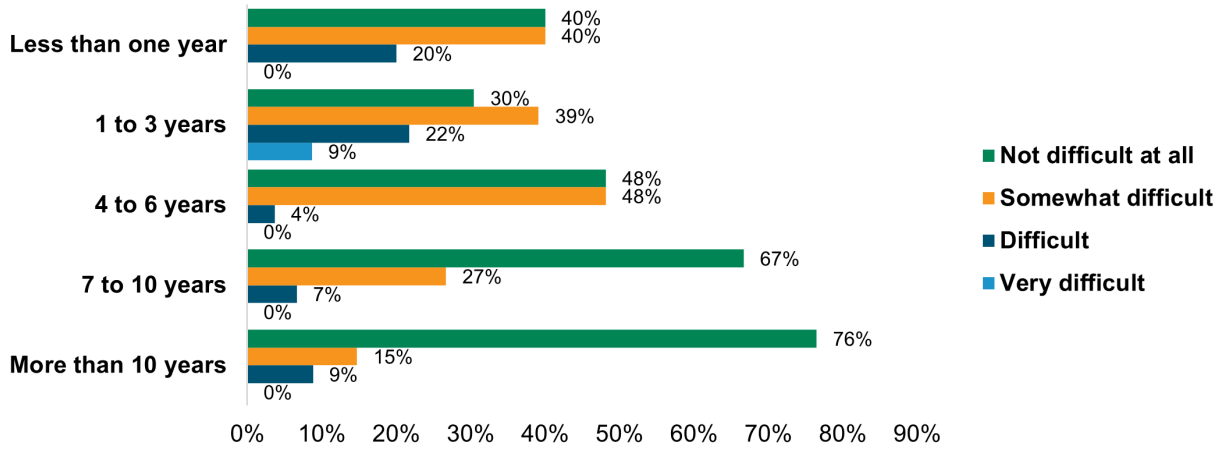
Figure 32. "Why do you choose to live in Wellington? (Check all that apply)"



Source: Matrix Design Group, Inc.
Note: *N*=104

Figure 33 further confirms that locating suitable housing in Wellington has become more difficult over time. A relatively high percentage of respondents who moved into their current home within the past three years indicated it was either "difficult" or "very difficult" to find housing. ***Among the subset of respondents who have lived in their current home for one to three years, 22% claimed their housing search was "difficult," while an additional 9% attested it was "very difficult."*** A significantly smaller share of individuals who reported living in their current home for four or more years said the same.

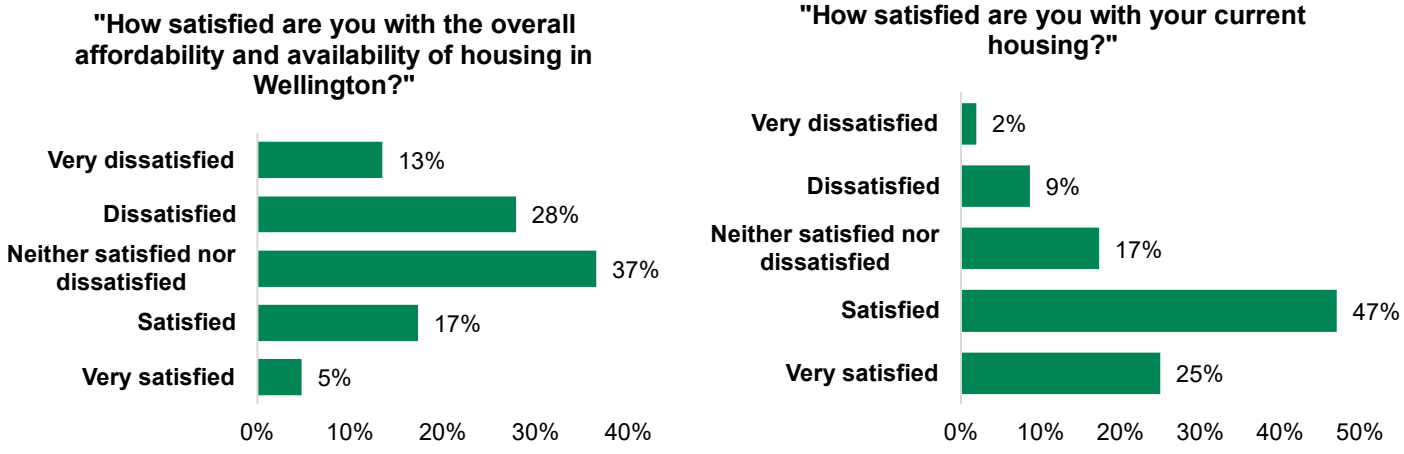
Figure 33. "How difficult was it for you to locate housing in Wellington?" (By Length of Stay in Current Housing)



Source: Matrix Design Group, Inc.
Note: *N*=104

Figure 34 suggests that Wellington residents are generally pleased with their personal housing situations. Indeed, 72% of respondents reported being "satisfied" or "very satisfied" with their current housing. This finding is consistent with the fact that the sample mostly consists of longtime homeowners. ***At the same time, respondents acknowledged the affordability and availability challenges facing prospective homeowners and renters, with only 22% of respondents claiming to be "satisfied" or "very satisfied" with overall, community-wide housing conditions.***

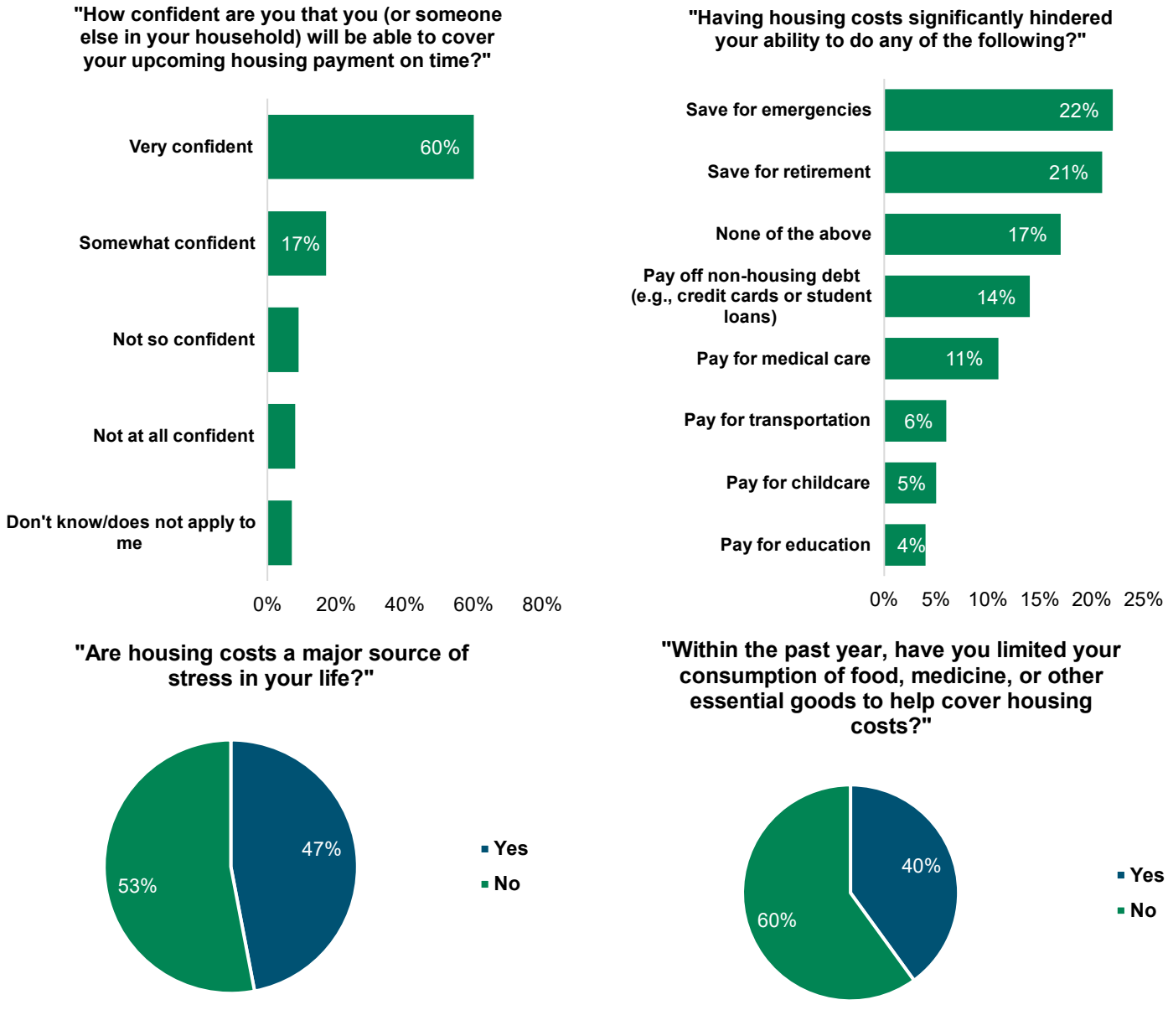
Figure 34. Satisfaction with Personal and Community-Wide Housing Conditions



Source: Matrix Design Group, Inc.
Note: *N*=104

The vast majority of respondents reported being “very confident” or “somewhat confident” that they would be able to cover their upcoming housing payment on time (see Figure 35). However, a sizeable minority (17%) expressed little or no confidence in their ability to do so. Importantly, the fact that most residents are likely to meet their upcoming payment does not mean that housing-related expenses impose no burden on them. A substantial share of respondents reported that housing costs have adversely affected their ability to save for emergencies and retirement, pay off non-housing debt, and cover other essential expenses—such as medical care, transportation, and childcare. ***Concerningly, 47% claimed that housing costs are a “major source of stress,” while 40% admitted to limiting their “consumption of food, medicine, or other essential goods to help cover housing costs.”***

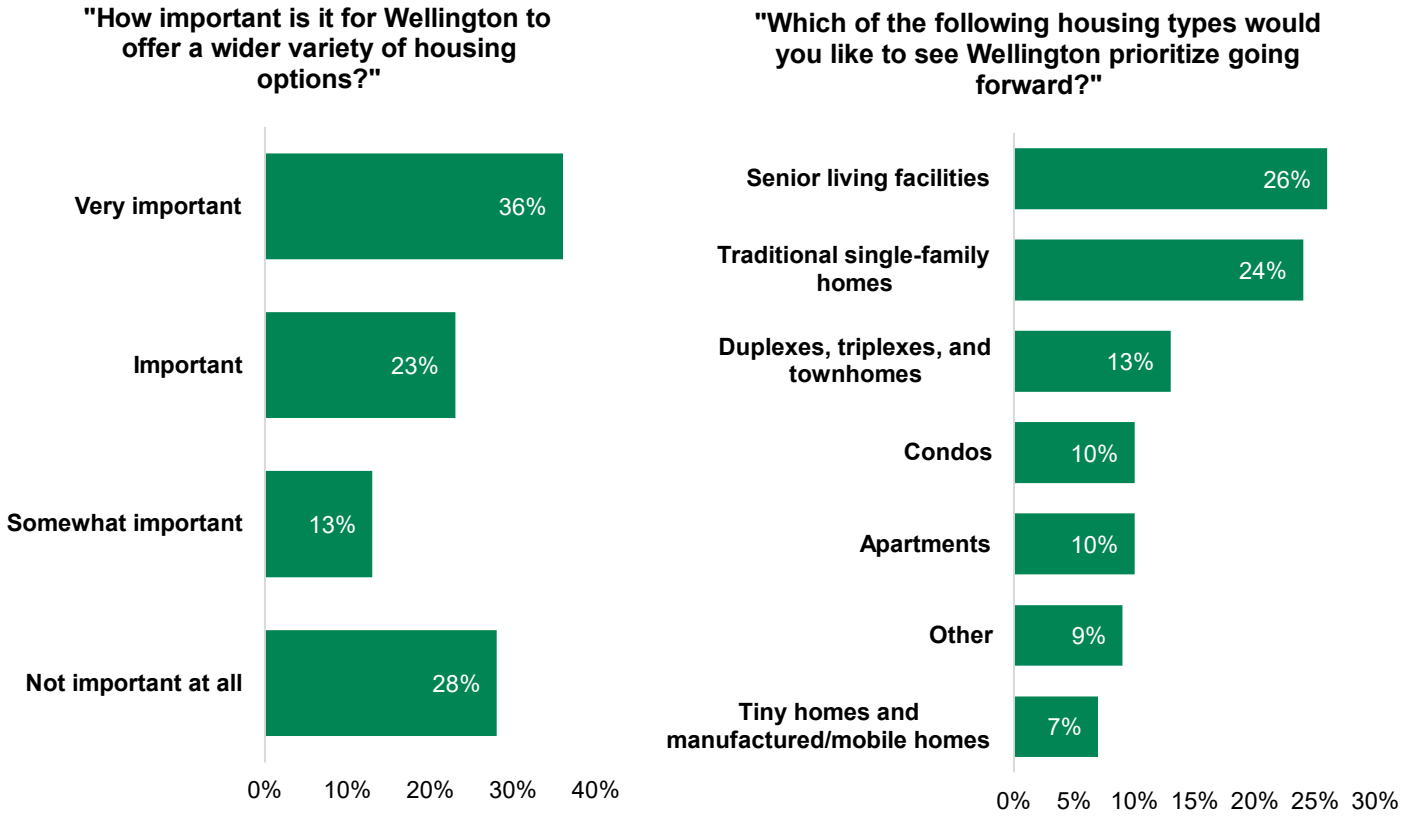
Figure 35. The Burden of Housing Costs on Wellington Residents



Source: Matrix Design Group, Inc.
Note: *N*=104

Broad support for alternatives to single-family detached homes exists in Wellington (see Figure 36). ***Nearly 60% of respondents indicated it was "very important" or "important" for the town to offer a more diverse array of housing options.*** When asked which housing types the Town should prioritize in the future, a plurality selected "senior living facilities." While the second most popular option was "traditional single-family homes," a substantial share of participants expressed support for duplexes, triplexes, and townhomes, as well as condos and apartments. Tiny homes and manufactured/mobile homes received the least support.

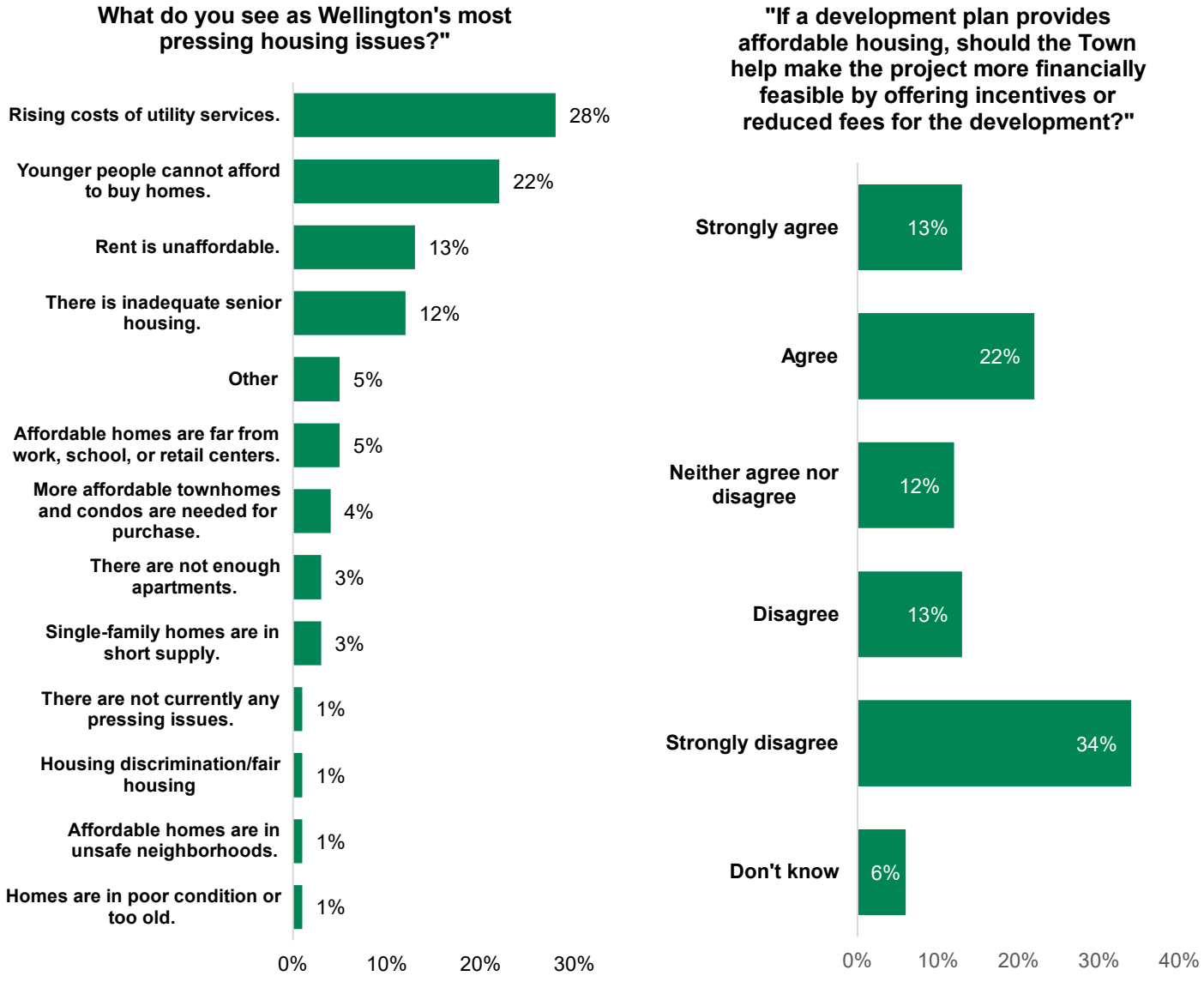
Figure 36. Support for Housing Diversity in Wellington



Source: Matrix Design Group, Inc.
Note: *N*=104

High water rates represent a vexing challenge for the Town and its residents. ***This is reflected in the fact that a plurality of survey respondents (28%) indicated Wellington's "most pressing" housing issue was the "rising costs of utility services" (see Figure 37).*** Concerns about the ability of younger people to become homeowners, the affordability of rent, and the adequacy of the senior housing stock were also relatively widespread. Despite their acknowledgement of Wellington's affordability challenges, respondents viewed a hypothetical policy to encourage the development of affordable housing unfavorably, on net. About 47% "disagreed" or "strongly disagreed" with the policy, compared to 35% who "agreed" or "strongly agreed" with it.

Figure 37. Wellington Residents' Attitudes Toward Housing Issues



Source: Matrix Design Group, Inc.

Note: *N*=104

The survey concluded with an open-ended section that invited respondents to provide additional housing-related comments. Many residents emphasized the need for Wellington to offer more affordable options, especially for seniors. Others, however, expressed opposition to any form of new residential development, citing Wellington's high utility rates, inadequate dining and retail options, and transportation issues. A representative sample of the open-ended responses appears below.

"Would love to see more affordable senior housing. Either HUD properties or private companies that are income based."

"We wish that Wellington was not building more homes off of GW Bush and Cleveland. Also, will Wellington build another grocery store besides Ridley's?"

"Not enough affordable rentals. Greed has taken over."

"Housing really shouldn't be discussed until road improvements and utilities can be established. More homes shouldn't strain our town, but help it."

"Water rates are the biggest problem outside of lack of senior housing."

"Wellington desperately needs more restaurants and stores."

"Apartments or affordable condos would be so so nice."

"Currently, we are my son's childcare provider. In order to continue, it would be helpful if there were housing options for young people so they could stay in the community."

"We need senior housing and transportation."

"Housing in Wellington to us is fairly priced, but we feel that downtown could be redeveloped to have mixed-use housing."

"The amount of affordable low-income housing available in this town is ridiculously low!"

"Stop the building and taking away the farmlands and small-town feel! Especially stop ANY and ALL new development until the water issues get fixed."

"If affordable housing options are part of the town's plan, I'd like to see further investment in community policing and addressing safety issues including vandalism and teen behavior issues."

"I am concerned that any grants by the town to increase affordable housing will go towards developers, not people."

"I think that there should be more affordable options for water, gas/electric, and internet services. Currently, many of these services have a monopoly and can charge any amount they want without outside supervision and regulation. Those prices have drastically increased, which is causing hardship to residents who are already working multiple jobs to cover necessary expenses and not spending on extraneous items outside of their means or budget."

Community Events

At multiple pop-up community events, residents reviewed informational boards that presented data on Wellington's demographics and housing market. Using a visual reference board, residents were then invited to share their preferences by selecting from a series of photos representing alternatives to single-family detached homes, which dominate Wellington's housing stock. ***Feedback indicated strong support for a diverse range of housing options, particularly those that could expand rental opportunities within the community (see Figure 38).***

Figure 38. Visual Preference Board Results



Stakeholder Interviews

To better understand Wellington's affordability challenges, Town staff and Matrix met with key community stakeholders including developers, realtors, and leaders from non-profit organizations dedicated to affordable housing. The conversations provided valuable perspectives on the affordability challenge, as well as some possible solutions.

Numerous stakeholders identified the 80-100% of AMI range as a group that is particularly hard to serve. Stakeholders noted that it is hard to deliver market-rate units at prices families in this income range can afford, while they typically earn too much money to qualify for affordable or subsidized housing. The Town should make specific effort to ensure that housing stock is available for this group.

Furthermore, there was a clear consensus that single-family homes cannot be built at the scale or price points necessary to ensure affordable housing. A combination of townhomes and duplexes and other multi-family units will be necessary to ensure affordability across AMI ranges. Entitlements and other fees, particularly water, are a major part of the cost for housing developers. Many stakeholders believed that a mixture of financial incentives and zoning/regulatory changes will be necessary to ensure buildings can be built at affordable rates.

Multiple stakeholders noted that, while there are many groups focused on housing affordability, they are constrained by funding limitations and a lack of communication and coordination. Bringing groups together could help ensure resources are optimized and minimize duplication. Finally, non-profit leaders expressed that housing prices are just a piece of the affordability picture for families in need. Transportation and childcare costs, in particular, can exacerbate or compound existing financial difficulties.

Municipal & Market Limitations

This section outlines a range of municipal and market-based constraints that affect the feasibility and pace of housing development in Wellington. While many of these limitations stem from local policies, infrastructure availability, and development regulations, they also interact with market realities such as land costs, unit economics, and housing demand. Together, these municipal frameworks and market pressures shape the types of housing that can be delivered—and at what price points—within the community.

Impact Fees

The land development process includes various fees, such as entitlement review fees, building permit fees, and impact fees. Impact fees are one-time charges designed to fund the construction or expansion of infrastructure and public capital facilities proportionate to the growth impact of the given development. Many of Wellington's current impact fees are based on broad land use categories and typical tap sizes. For residential units, impact fees are mostly based on a "single-family equivalent" basis, resulting in approximately the same impact fee irrespective of unit type or size. During stakeholder interviews, several individuals identified impact fees as a barrier to development and suggested that Wellington reconsider the methodology for calculating these fees. Recommendations included re-evaluating impact fees to be based on building square footage or offering reductions or incentives for encouraging affordable housing projects.

Infrastructure Limitations

Most of Wellington's existing developed areas are nearly fully built out, limiting the opportunity for infill development to support housing affordability goals. Some areas within the primary growth corridor of the town lacks essential infrastructure required to support future development, including sidewalks, roads, water distribution and sanitary sewer capacity. Stakeholders have identified the absence of adequate infrastructure in some parts of town as a significant barrier to development, with particular emphasis on a capacity limitation within one of the existing town main sanitary sewers connecting directly to the water reclamation facility. While developers are expected to cover certain costs and build the infrastructure necessary to make developments possible, factors such as undersized main lines will require additional support and action from the Town.

Local Zoning and Subdivision Regulations

Several stakeholders identified Wellington's zoning regulations as a significant barrier to building affordable housing. The current low density designations and large lot size requirements make financing affordable housing projects unfeasible. Land costs were also identified as a major component of overall project expenses. In fact, even if a smaller, more affordable housing product could be developed, the high land costs, compounded by the need to meet large lot size requirements under current zoning, make such projects unaffordable. Furthermore, stakeholders suggested that allowing a wider mix of unit types across zoning districts, such as duplexes, cottages, and condominiums, could allow for more viable affordable housing options.

Water Supply

The Town's water costs and supply emerged as a major theme of stakeholder interviews. At the time of this Housing Needs & Affordability Assessment, a comprehensive Water Source Development Plan is also underway. It is designed to provide the town with a clear and actionable guide for ensuring a reliable and affordable water supply into the future. By assessing the current water system, future needs, financial factors, and stakeholder input, the plan will define effective solutions for meeting both near and long-term water demands.

Initial drafts of the Water Source Development Plan include a water demand analysis that evaluates current water demand and future demand estimates. Future demand estimates consider land use-based projections, and water demand at the build-out of the community's Growth Management Area (GMA) and contemplate a range of future scenarios that could affect water demand, including water and construction costs, home/lot size, climate, and others. Table 24 identifies Wellington's estimated current and future water demand. Currently, demand is estimated at 917-acre feet per year. By 2040, this figure will rise to 1,851. Demand will more than double the 2040 estimate at GMA build out.

Table 24. Estimated Current and Future Water Demand in Wellington

Customer Type	Current Demand (acre feet per year)	2040 Future Demand Estimates (acre feet per year)	Estimate at GMA Build Out (acre feet per year)
Single-family Residential	782	1,598	4,569
Multi-family Residential	25	47	130
Commercial	110	206	595
Total	**917**	**1,851**	**5,294**

Source: Matrix Design Group, Inc.

Housing Strategies

Wellington faces unique housing challenges due to its limited availability of developable land and the predominance of detached single-family residential development. As the community seeks to diversify its land use composition, a multi-faceted approach is necessary to address these housing challenges effectively. The strategies outlined below reflect the need to reinvest in the existing housing stock and work within the bounds of developed parcels to create innovative housing solutions that do not require excess land.

Addressing Wellington's housing affordability and diversity issues will require a combination of policy and regulatory changes, creative land use strategies, and leveraging of various funding sources. These strategies are intended to maximize the potential of existing properties, encourage more efficient land use, and create opportunities for a wider range of housing options. Each strategy plays an important role in the overall effort to improve housing affordability and accessibility in Wellington. ***This multi-faceted approach, which is based on the premise that no single solution can address all the community's housing needs, will allow Wellington to adapt to changing demographics and housing preferences while maintaining its community character and making the most of its land resources.***

Expand Accessory Dwelling Units (ADUs)

Accessory dwelling units present an opportunity to foster multi-generational living and support the cohabitation of multiple households in non-overcrowded settings. They meet the needs of the growing senior population by facilitating aging in place while also allowing adult children to live with their parents and families to "double up" on housing. While Wellington already permits ADUs on most single-family lots, limited building permit applications have been submitted, possibly due to high costs and challenges in meeting dimensional standards.

To encourage development, Wellington should consider several key adjustments, including increasing the current 1000-square-foot-limit on unit size, amending design requirements, reassessing utility connection and impact fees, and reconsidering owner-occupancy requirements, especially given the rental shortages documented previously.

The current 1,000-square-foot size on ADUs may be hindering their growth by limiting flexibility in design, functionality, and market appeal. The size constraint is likely too small to accommodate the needs of many homeowners, particularly for multi-bedroom layouts, accessibility features, or additional living space for extended family. Furthermore, the restriction may discourage investment in ADU development by reducing the potential for rental income and resale value, making construction less financially viable. Instead, ADUs should be allowed to occupy up to 75% of the primary residence's interior habitable area, or 1,200 square feet, whichever is less. This change would provide homeowners with greater flexibility in developing ADUs, while ensuring they remain appropriately scaled to the primary dwelling.

In addition, Wellington should consider updating the design standards for ADUs, which currently require these units to maintain the architectural design, style, appearance, and character of the primary residence. While it is recommended that attached ADUs continue to adhere to this requirement, allowing greater design flexibility for detached ADUs could help boost their development. Since many detached ADUs available on the market are modular, Wellington should consider adjusting design standards to permit variations in architectural style, provided the detached unit is painted to match the primary residence.

Wellington should also explore revising the current limit of one ADU per property, particularly for larger lots. For properties that are half an acre or more, it is

recommended to permit both one attached and one detached unit. On lots exceeding one acre, allowing one attached and up to two detached units could help boost housing supply while ensuring the units remain proportional to the lot size.

Implementing a short-term rental registration program can help monitor and regulate ADU usage effectively. By requiring property owners to register ADUs used as short-term rentals, the Town can gain insight into whether the units are being utilized in a way that aligns with community goals and addresses the housing shortage.

Expanding ADU allowances would enable Wellington to increase its housing supply without requiring new land development, an essential strategy given the community's limited vacant parcels. ***To facilitate ADU construction, the Town could explore financing programs tailored specifically for ADUs, utilize Community Development Block Grants to support their development, introduce a pre-approved ADU design program to streamline the permitting and construction process, and collaborate with local banks to offer specialized, low-interest ADU loans.*** The Town should also consider updating each of the residential zoning district intents to be inclusive of accessory dwelling units. Collectively, these measures would reduce common barriers to ADU development.

ADU expansion offers a range of potential benefits to not only homeowners but the community more broadly. For homeowners, ADUs can generate steady rental income, helping to offset mortgage payments, property taxes, and other household expenses. This additional income can make homeownership more sustainable, especially for those on fixed or limited incomes. Moreover, ADUs can increase property values by enhancing the overall functionality and versatility of a property and provide flexible living spaces that can meet a variety of needs. At a community level, ADUs are an efficient way to diversify the housing stock without changing the character of established neighborhoods. An expanded ADU supply could help the Town reduce the shortage of rental housing at the 50% AMI level and, by extension, foster a more inclusive and resilient community.

Implications of Statewide Legislation

It is also important to consider the implications of statewide legislation on ADU development in Wellington. ***SB 24-174 introduces changes to the Colorado Common Interest Ownership Act (CCIOA), which includes a statewide preemption of HOAs restricting ADUs in subject jurisdictions***. While Wellington is currently exempt from this rule, the Town should plan for the possibility of joining the North Front Range MPO in the future, which would make it subject to the new requirement. If Wellington becomes a subject jurisdiction, all HOAs would be preempted from restricting ADUs where the Town otherwise allows them. This could significantly impact local housing policies and community dynamics, as it would limit the ability of HOAs to veto ADU construction. Therefore, it is advisable for Wellington to proactively assess and align its local regulations with potential future requirements, ensuring a smooth transition and maximizing the benefits of ADU expansion for both homeowners and the community.

Incentivize Affordable Development

The Town of Wellington currently utilizes in-house resources from the Planning & Building Department to support the development of affordable housing. Planning & Building Department staff work with developers and builders to navigate the development review process where standards and criteria for affordable housing development is evaluated.

The Town of Wellington also partners with Wellington Housing Authority and Housing Catalyst that administers and manages 28 existing affordable housing units and 14 senior units located within the community.

Another possible step the Town can take is to consider reducing parking requirements. Excessive parking requirements can significantly increase development costs, thus impeding a community's housing supply. ***By reevaluating parking requirements, the Town has an opportunity to effectively introduce new development incentives.*** Reducing the number of required parking spaces per unit—especially for affordable housing developments—can help lower

construction costs and promote more efficient land use. However, it is essential to carefully assess the long-term implications, particularly in cases where units may transition from affordable to market rate, to ensure that parking remains sufficient to meet future needs.

Wellington should consider revisiting its current parking requirements for affordable housing projects. The existing Land Use Code mandates 1.5 parking spaces for a one-bedroom unit, two spaces for a two-bedroom unit, and 2.5 spaces for a three-bedroom unit. Updated standards of one space per one-bedroom unit, 1.5 spaces per two-bedroom unit, and two spaces per three-bedroom unit are appropriate. Parking can be a significant expense for development projects, as the size of the parking lot directly impacts overall costs. Larger lots require more materials and labor, driving up expenses. For smaller lots, adding 50 extra parking spaces can cost between $50,000 and $100,000. This cost includes factors such as space requirements, materials, site preparation, signage, and marking. Reducing these requirements could help lower project costs and improve feasibility.

Wellington could adopt a more flexible approach to the design review process, allowing applicants to request special exceptions to design guidelines if their proposals enhance housing affordability. These exceptions would still require the projects to align with the community's overarching design principles, ensuring quality and consistency. By evaluating each case individually, the process balances flexibility with maintaining community standards. The Planning Director or a designee could then review and approve such requests administratively.

Goodyear, Arizona recently adopted design standards that include special exemptions aimed at increasing housing affordability. During the design review process, applicants seeking to enhance affordability can request exceptions to any "shall" guidelines, provided the project continues to align with the overarching design principles. These exceptions can be administratively approved by the Development Services Department director or a designee and may include additional conditions. Adopting a similar approach in Wellington could offer developers greater flexibility while maintaining the community's character.

Introducing inclusionary zoning policies or ordinances can further boost affordable housing production. These policies typically require a certain percentage of new housing developments to be set aside as affordable units. ***When combined with other incentives, inclusionary zoning can be an effective tool for creating mixed-income communities***. Such socioeconomic integration enhances social cohesion; reduces economic disparities; and improves access to schools, healthcare, and employment for all residents.

Finally, expediting review timeframes and waiving or reducing permit fees for affordable housing projects can serve as powerful incentives to drive development. Streamlining the approval process and cutting associated costs significantly reduces both the financial and temporal barriers that often deter developers from pursuing affordable housing initiatives. By making these projects more economically viable, such measures can accelerate the construction of much-needed housing, helping to address shortages more efficiently. Additionally, these actions send a clear signal of the Town's commitment to prioritizing affordable housing solutions, fostering greater collaboration with developers and reinforcing the community's dedication to meeting the needs of its residents. The combination of revised parking standards, inclusionary zoning, and expedited review timeframes could invite affordable multifamily residential development.

Support Housing Rehabilitation, Preservation, and Infill Development

Wellington's approach to housing affordability should focus on a comprehensive strategy of housing rehabilitation, preservation, and infill development. While the town's newer housing stock is in excellent condition, some older homes could benefit from incremental investments and improvements. Housing rehabilitation programs can help maintain and improve existing affordable housing stock, which is often a more cost-effective strategy than building new units. These programs are particularly valuable for pre-1960s homes that are still habitable and often serve as naturally occurring affordable housing (NOAH). Rehabilitation

efforts can range from full-scale renovations to targeted improvements such as insulation upgrades, duct sealing, and window replacements, utilizing Community Development Block Grant (CDBG) funding for cost-effective measures.

To maintain the existing affordable housing stock, Wellington should prioritize the development of a comprehensive inventory of NOAH properties and implement strategies to prevent their conversion to market-rate units. A well-maintained preservation inventory would serve as a foundational tool for tracking at-risk properties and guiding proactive intervention efforts. Additionally, the Town should explore targeted policies and incentives that encourage property owners to retain affordable rental rates, such as tax abatements. Partnerships with non-profit organizations, community land trusts, or mission-driven developers could further enhance preservation efforts by facilitating the acquisition and management of NOAH properties, ensuring they remain accessible to lower-income households

While preservation and rehabilitation are critical for retaining and promoting affordability, Wellington should also recognize that redevelopment may occasionally be necessary. Factors such as severe structural deficiencies, safety hazards, health and wellness concerns, or prohibitive rehabilitation costs may render redevelopment a more viable solution. In such cases, redevelopment projects should prioritize replacing lost affordable units.

Malden, Massachusetts' Housing Rehabilitation Program could serve as a model for Wellington. It provides financial assistance for a variety of rehabilitation activities, including roofing, heating, electrical, plumbing, and HVAC improvements. The program also addresses critical health and safety concerns such as lead abatement, radon mitigation, and mold remediation. As of 2022, more than 1,100 housing units have been preserved through the Affordable Housing Incentive Program. This initiative provides property tax reductions to landlords who commit to keeping a portion of their rental units affordable for a period of 10 years. A similar requirement in Wellington could help reduce the rental housing shortage impacting families earning below 50% AMI.

Comprehensive Plan 2021 identifies strategic areas in downtown Wellington for redevelopment and infill, both of which can increase housing supply and revitalize neighborhoods. ***Infill development, in particular, promotes the efficient use of existing infrastructure and maximizes the use of available land by developing vacant or underutilized parcels within established neighborhoods.*** In doing so, it helps preserve open spaces and agricultural lands. Additionally, infill development fosters walkable, connected neighborhoods while enhancing access to local amenities. For these reasons, it should be a core part of Wellington's housing strategy.

Update Dimensional Standards

Currently, the majority of residential development in Wellington is zoned for either *R-1: Residential Rural* or *R-2: Residential Low Density*, with limited areas zoned for *R-3: Residential Medium Density* and *R-4: Downtown Neighborhood District*. The Town should consider revising lot dimensional requirements, particularly in *R-2* and *R-3* zones, to allow for additional flexibility in development. ***This could involve adjusting lot width, depth, and site area requirements.*** Specifically, it would be beneficial to align the lot width requirements in the R-2 district with those of the R-3 district by reducing the minimum width for detached units from 60 feet to 50 feet and for attached units from 30 feet to 25 feet. Smaller lot sizes would enable more units per acre, facilitating higher-density development. Ideally, this new development would be entry-level housing for families earning below 120% AMI.

Given the limited developable land in Wellington, increasing density allowances for multi-family products could significantly improve the housing supply. ***Increasing the maximum net density, especially in the R-3 and R-4 zones, could encourage more multi-family development and better utilize available land.*** In the R-3 district, Wellington should consider increasing the maximum allowable dwelling units per acre from the current limit of 12 units to 15 units per acre.

In the *R-3* category, Wellington could encourage cluster development, which allows for higher density in certain areas while preserving open space elsewhere. Such development requires less infrastructure—and, by extension, incurs lower costs—and can make housing more affordable by spreading land costs across more units. While most of Wellington is built out, any newly annexed land should consider a balance of land uses—not just residential. As Wellington is primarily a bedroom community, incorporating additional commercial, industrial, and civic uses to support residents is important for creating a more economically viable community.

Diversify Housing Stock

To diversify Wellington's housing stock and address affordability concerns, the Town must expand its focus beyond single-family detached homes. ***Amending the Land Use Code to encourage additional multi-family housing in various use categories, particularly R-4, could effectively address the rental availability deficiency and create a more diverse housing composition.*** This strategy aligns with the Comprehensive Plan's vision of supporting low-density housing near neighborhoods and medium-density, mixed-use development near activity centers.

A key strategy in this diversification effort is expanding the mixed-use category allowance to permit residential uses by right rather than as conditional uses. While Wellington seeks to maintain a balanced mix of land uses and encourage non-residential development with this use type, mixed-use solutions—such as live-work spaces—can help achieve the goal of increasing housing units while also supporting revenue-generating land uses that benefit the community. This change would significantly increase rental options and housing diversity. ***Complementing this, the implementation of "gentle density" solutions, such as duplexes and triplexes designed to harmonize with single-family homes, can preserve neighborhood character while increasing housing options.*** Because it allows for the seamless integration of alternative housing types into existing neighborhoods without drastically altering their character, gentle density has emerged as a widely favored approach to addressing the national housing shortage.

Minneapolis, Minnesota focused on increasing residential density to optimize land use and accommodate population growth by allowing and encouraging duplexes and triplexes in more areas. Data from 2020 to 2022 suggest this approach has been successful, with a 45% increase in permits issued for two-to-four-unit properties. These findings have promising implications for Wellington.

Allowing smaller lot sizes is a strategic approach to facilitating higher-density development, effectively boosting the housing supply in desirable areas while preserving opportunities for economic development on available land. By enabling more homes to be built within a given area, this strategy maximizes land use efficiency and helps alleviate market pressure. Smaller lot sizes can also reduce overall development costs, making it possible to create more affordable housing options and expand access to homeownership for a wider range of buyers, including first-time homeowners and moderate-income families. Additionally, this approach promotes walkability, efficient infrastructure use, and stronger community connections.

Provide More Senior Housing Options and Facilitate Aging in Place

An abundance of evidence indicates Wellington's population is aging. As mentioned previously, about 10% of the population was aged 65 and over as of the 2022 ACS—up from 7% just five years earlier. Moreover, the absolute size of this age demographic nearly doubled. Currently, Wellington's senior housing options are virtually nonexistent, an assessment validated by the results of the resident survey. The need extends to not only independent living facilities but also assisted living and memory care centers: 143 seniors reported experiencing an independent living or self-care difficulty, while 56 were impacted by a cognitive difficulty.

Fortunately, the strategies used to promote affordable housing in general can similarly spur the production of affordable senior housing. In this regard, Washington,

D.C., serves as a useful case study. The U.S. capital was able to reinforce its supply of affordable senior housing by leveraging multiple tools at its disposal, including an expedited process for disposing of city-owned properties and rezoning land, four and nine percent federal low-income tax credits, adaptive reuse, and a loan furnished by its Housing Production Trust Fund. The efforts resulted in three developments consisting of 185 rental and ownership units. Nearly half of the units are reserved for senior households earning 60% AMI or less.

Of course, many seniors prefer to "age in place" rather than relocate to senior housing. However, it is common for homes to be inaccessible to those with ambulatory or other disabilities, with the American Housing Survey indicating that 47% of homes nationally require the use of stairs for entry from the outside. Further, ramps and lifts are exceedingly rare, existing in just six percent of homes. Administered by the Loveland Housing Authority, the Larimer Home Improvement Program offers zero- and low-interest loans for home repairs and accessibility modifications. Maximum loan amounts are $24,999 for single-family homes and $12,000 for mobile or manufactured homes. Below 80% AMI households are eligible for the funding. By working to increase residents' awareness of the program, Wellington could help seniors stay in their homes.

Similarly, the Department of Housing and Urban Development offers an Older Adult Home Modification Grant Program for which the Town of Wellington may be eligible. To apply directly, the Town would need to demonstrate three years of experience delivering services to older adults. The Town could also qualify by partnering with an eligible entity, such as a nonprofit, Larimer County, or a public housing authority. In FY 2023, $30.5 million was available via this program.

HUD Funding Opportunities

The U.S. Department of Housing and Urban Development (HUD) offers several funding sources that present viable options for Wellington to address its housing challenges. These programs have been carefully selected based on gaps identified in the town's housing stock through comprehensive market research and community engagement. Some programs are exclusively available to the Town government, while others are open to applications from nonprofits and other key stakeholders.

To capitalize on these resources, Wellington should focus on educating residents and developers about available funding opportunities. Hosting informational workshops, creating resource guides, and fostering partnerships with housing organizations can encourage participation and maximize the impact of these resources. These efforts would allow Wellington to effectively address housing affordability, increase the availability of affordable units, and build a more sustainable and inclusive community.

Community Development Block Grants

The Community Development Block Grant (CDBG) program provides flexible funding to address a wide range of community development needs, including affordable housing, infrastructure improvements, and public services. While entitlement communities receive funds directly, smaller towns like Wellington access CDBG funds through the Colorado Division of Housing, which administers grants for non-entitlement areas. For Wellington, CDBG funding could be instrumental in addressing local priorities, such as rehabilitating affordable housing, improving essential infrastructure, or supporting programs for low- and moderate-income residents. By applying for these funds or partnering with regional entities, Wellington can enhance its capacity to tackle pressing community development challenges, promote economic growth, and improve the quality of life for its residents. This funding flexibility makes CDBG a valuable tool for advancing long-term community goals.

PRO Housing

In an omnibus bill passed in 2022, Congress established the Pathways to Removing Obstacles to Housing (PRO Housing) program. The program's primary goal is to assist communities in identifying and eliminating barriers that hinder the preservation and development of affordable and attainable housing. Examples of these barriers include outdated zoning and land use policies, inefficient permitting processes, threats from natural

resource limitations, and inadequate or deteriorating infrastructure.

In the first round of funding, HUD allocated approximately $85 million to 21 state and local governments. An additional $100 million was made available in the second round, which had an application deadline of October 15, 2024. It is plausible that the program will be extended by Congress to support a third round of funding, considering the nation's ongoing housing affordability challenges, the strong demand seen in the first two rounds, and the bipartisan support for housing solutions.

Fair Housing Initiatives Program

Under the Fair Housing Act (FHA), it is illegal to discriminate against individuals based on race, color, sex, sexual orientation, gender identity, religion, familial status, or disability. The Fair Housing Initiatives Program (FHIP), administered by HUD's Office of Fair Housing and Equal Opportunity (FHEO) since the 1980s, provides funding to nonprofits and fair housing organizations to combat housing discrimination, giving it a critical role in upholding the FHA's protections. These organizations engage in education, outreach, and enforcement activities to address discriminatory practices. Wellington may consider partnering with regional nonprofits or advocacy groups, such as Colorado Legal Services or Volunteers of America Colorado, to bring fair housing resources to the community. In partnership with HUD, FHIP grantees assist victims of housing discrimination in filing complaints and conduct preliminary investigations. These investigations often involve deploying "testers"—individuals trained to pose as renters or buyers to uncover discriminatory behavior by housing providers.

Self-Help Ownership Program

Authorized by the Housing Opportunity Program Extension Act of 1996, the Self-Help Homeownership Opportunity Program (SHOP) provides funding to assist nonprofit organizations and consortia in creating affordable homeownership opportunities for low-income families. The program specifically supports the purchase of home sites and the development of infrastructure for homes built or rehabilitated through sweat equity and homeowner participation.

Eligible expenses under SHOP are limited to land acquisition, infrastructure improvements, and related administrative costs necessary for these activities. The funds cannot be used for actual construction. All projects must directly benefit low-income households, enabling families who might not otherwise achieve homeownership to do so. Additionally, the average combined cost of land acquisition and infrastructure improvements for each unit must not exceed $25,000.

HOME Investment Partnerships Program

The HOME Investment Partnerships Program (HOME) is a federally funded initiative to provide grants for the creation and preservation of affordable housing for low-income households. State and local governments can use these funds for activities such as constructing or rehabilitating affordable housing, providing tenant-based rental assistance, assisting homebuyers, and addressing homelessness. While Wellington cannot receive HOME funds directly as a non-entitlement community, it can leverage this program by collaborating with the Colorado Division of Housing, which administers HOME funds for non-entitlement areas. By partnering with the Division of Housing or eligible nonprofit organizations, Wellington could secure funding to support affordable housing projects, such as rehabilitating existing units or developing new ones to meet the needs of low-income residents. Additionally, Wellington could use HOME funds to provide down payment assistance or rental subsidies, expanding housing accessibility for its workforce and vulnerable populations. These efforts would not only improve local housing options but also foster greater community stability and economic growth.

Section 811 Supportive Housing for Persons with Disabilities Program

The Section 811 Supportive Housing for Persons with Disabilities Program provides funding to develop and subsidize rental housing with supportive services for very low-income adults with disabilities. This program enables individuals with disabilities to live independently while receiving the assistance they need to thrive.

Section 811 funds can be used for the construction, rehabilitation, or acquisition of affordable housing units and include rental subsidies to ensure affordability for residents. For a community like Wellington, the program could address gaps in accessible and affordable housing for individuals with disabilities, a need often overlooked in smaller towns. By partnering with nonprofits or housing authorities experienced in serving this population, Wellington could help direct funding toward the creation of supportive housing options, enhancing inclusivity and quality of life for residents with disabilities.

DOLA Funding Opportunities

Matrix identified several key funding sources from DOLA that are specifically designed to address the state's growing need for affordable housing. These programs demonstrate Colorado's renewed commitment to tackling housing challenges. By strategically leveraging state resources, communities like Wellington can address pressing housing needs and foster long-term economic and social growth.

Housing Development Grant and Loan Funds

The Housing Development Grant Fund (HDGF) program offers Wellington an opportunity to stimulate the production of affordable housing through infill projects and adaptive reuse of existing structures. Administered by the Colorado Division of Housing, the program provides grants to support key activities such as the acquisition, rehabilitation, and construction of affordable housing. Beyond these core uses, the funds can also finance foreclosure prevention initiatives and data collection efforts to better inform housing strategies. Grants are awarded on a competitive basis to nonprofit developers, public housing authorities, and local governments, making the program a flexible tool for addressing Wellington's housing needs. Its sister program, the Housing Development Loan Fund, provides collateral loans to nonprofit developers and housing authorities for the (re)development and rehabilitation of affordable housing.

Proposition 123

In 2022, Colorado voters approved Proposition 123, creating the State Affordable Housing Fund (SAHF) to address the state's growing affordable housing crisis. Funded by 0.1% of existing state tax revenue, SAHF is projected to allocate up to $300 million annually to local governments, nonprofits, community land trusts, and private entities. To qualify, jurisdictions must commit to increasing their affordable housing stock by 3% annually over a three-year period. SAHF funds can be used for a wide range of activities, including the acquisition, maintenance, and development of land; rental and down payment assistance; case management for individuals experiencing homelessness; and streamlining land use, permitting, and zoning processes.

For Wellington, opting into Proposition 123 offers an opportunity to secure substantial funding to tackle local housing challenges. These resources could support initiatives such as new affordable housing developments, assisting renters and first-time homebuyers, and enhancing the Town's capacity to process development applications efficiently. While meeting the 3% annual growth requirement may present some challenges, especially for a community of Wellington's size, the potential benefits make it a compelling option. At the time of this writing, 202 of Colorado's 336 eligible local governments have opted into Proposition 123, representing over 90% of the state's population.

Creation of Supportive Housing Program

In the resident survey, 32% of residents indicated they were "concerned" or "very concerned" about homelessness. To address the housing needs of its most vulnerable populations, including those experiencing homelessness or housing instability, Wellington can apply for grants and loans available through the Creation of Supportive Housing Program in collaboration with nonprofit organizations, housing authorities, or private developers experienced in building and managing supportive housing projects. In fiscal year 2024, the program awarded three projects totaling over $12 million, facilitating the development of 218 supportive housing units. More recently, a November 2024 Request for Applications (RFA) designated $2.7 million for the Creation of Supportive Housing program.

Implementation Plan

Table 25 outlines a comprehensive set of strategies designed to address Wellington's housing needs across short-, medium-, and long-term horizons, as well as ongoing initiatives. These strategies aim to balance immediate interventions with sustainable, long-term planning, ensuring a broad range of housing options are available to meet the diverse needs of the community. By categorizing these approaches by timeframe, the table provides a clear framework for prioritization and implementation, offering actionable steps to guide Wellington's housing policy and development efforts effectively.

Table 25. Implementation Framework

Short-Term Strategies				
Strategy	Type	Priority	Timeline	Anticipated Cost
Amend the Land Use Code to expand ADUs by increasing unit size limit and updating design standards.	Regulatory Reform	High	0-2 years	$
Revise parking standards for affordable housing projects.	Regulatory Reform	High	0-2 years	$
Amend the dimensional standards to encourage alternative housing options and sizes.	Regulatory Reform	High	0-2 years	$
Update the design review process to allow for special exemptions for affordable housing projects.	Regulatory Reform	High	0-2 years	$
Expedite review timeframes and waive or reduce permit fees for affordable housing projects.	Regulatory Reform	High	0-2 years	$$

Medium-Term Strategies				
Strategy	Type	Priority	Timeline	Anticipated Cost
Develop incentives for infill projects that maximize existing infrastructure.	Program or Resource	High	2-5 years	$$
Prioritize senior housing and facilitate aging in place.	Program or Resource	High	2-5 years	$$
Enhance community education by hosting informational workshops on available funding opportunities.	Program or Resource	Low	2-5 years	$$

Long-Term Strategies				
Strategy	Type	Priority	Timeline	Anticipated Cost
Establish a housing rehabilitation program.	Plan or Study	Medium	5+ years	$$$
Create and implement a short-term rental registration program for ADUs.	Program or Resource	Medium	5+ years	$$$
Introduce inclusionary zoning policies, requiring new developments to include a percentage of affordable units.	Regulatory Reform	Medium	5+ years	$
Introduce a pre-approved ADU design program.	Program or Resource	Low	5+ years	$$$

Ongoing Strategies				
Strategy	Type	Priority	Timeline	Anticipated Cost
Pursue funding opportunities for ADUs.	Program or Resource	Medium	Ongoing	$$
Pursue HUD and DOLA funding mechanisms.	Program or Resource	Medium	Ongoing	$$
Explore partnerships with non-profit organizations and community land trusts for naturally occurring affordable housing (NOAH) preservation.	Program or Resource	Medium	Ongoing	$$
Develop and maintain NOAH inventory.	Plan or Study	Low	Ongoing	$$

Benchmarks for Success

To ensure Wellington's housing strategies stay on track and deliver meaningful outcomes, the following benchmarks—based on industry best practices—are recommended to measure progress:

- **Housing Affordability Metrics**: Regularly track the percentage of income that residents spend on housing, with the goal of keeping housing costs below 30% of income across all income levels. Monitor the proportion of affordable housing units within the overall housing stock, working toward a notable and sustained increase in affordable options.
- **Reducing the Supply Gap**: Measure annual growth in the housing supply, including both new construction and rehabilitation of existing units. Set clear, achievable targets to reduce the housing supply gap each year, accounting for projected household growth and existing unmet demand.
- **Community Engagement and Inclusion**: Apply inclusionary zoning tools to ensure that a portion of new residential development includes affordable units. Evaluate the impact of these policies regularly, looking at metrics such as the number and location of affordable units produced, income levels served, and resident satisfaction.

- **Performance Metrics**: Establish key performance indicators (KPIs) to track the effectiveness of housing initiatives. These may include the number of affordable units added, the number of households receiving assistance, and changes in housing costs relative to local incomes.

2030 Goals

The State of Colorado requires municipalities to update their Housing Needs & Affordability Assessments every five years. Priority goals to address housing needs gaps over the next five years are to:

1. Decrease the proportion of homeowners and renters who are either cost-burdened (14% and 6%, respectively) or severely cost-burdened (9% and 35% respectively).
2. Increase the number of rental units affordable to households under 80% AMI.
3. Issue permits for 800 residential units (based on projected household demand for 2030), of which 20% or more are multi-family or single-family attached.

Evaluation and Adjustment

Town staff should conduct regular reviews of housing benchmarks and progress toward goals. These evaluations will help identify where adjustments are needed, whether due to changing market conditions, shifting community needs, or new opportunities. By staying responsive and data-informed, Wellington can ensure that its housing strategies remain effective, equitable, and aligned with long-term community priorities.

Full Survey Results

1. **Do you currently live in Wellington?**
    a. Yes (97%)
    b. No (3%)
2. **Do you own or rent your home?**
    a. I rent my home or live in a home rented by another member of my household. (3%)
    b. I own my home or live in a home owned by another member of my household. (95%)
    c. Other (2%)
3. **If you are currently renting your home, do you plan to buy a home in Wellington in the future?**
    a. Yes, I plan to buy a home in Wellington within the next two years. (0%)
    b. Yes, I plan to buy a home in Wellington within the next three to five years. (0%)
    c. Yes, I plan to buy a home in Wellington at some point, but I am not sure when. (3%)
    d. No, I plan to buy a home outside of Wellington. (4%)
    e. No, I plan to continue to rent indefinitely, either in Wellington or elsewhere. (1%)
    f. I do not currently rent a home. (92%)
4. **Why do you choose to live in Wellington? (Check all that apply)**
    a. I grew up here and consider Wellington home (3%)
    b. To live near family or friends (11%)
    c. To be close to work (9%)
    d. Affordability of housing (23%)
    e. Quality of housing (5%)
    f. Access to job opportunities (1%)
    g. Quality of schools (3%)
    h. Low crime rate (13%)
    i. Small town culture and aesthetic (24%)
    j. Other (8%)
5. **How long have you lived in your current housing?**
    a. Less than one year (5%)
    b. 1 to 3 years (22%)
    c. 4 to 6 years (26%)
    d. 7 to 10 years (14%)
    e. More than 10 years (33%)
6. **How difficult was it for you to locate housing in Wellington?**
    a. Very difficult (2%)
    b. Difficult (11%)
    c. Somewhat difficult (32%)
    d. Not difficult at all (56%)
7. **How satisfied are you with your current housing?**
    a. Very satisfied (25%)
    b. Satisfied (47%)
    c. Neither satisfied nor dissatisfied (17%)
    d. Dissatisfied (9%)
    e. Very dissatisfied (2%)

8. **How satisfied are you with the overall affordability and availability of housing in Wellington?**
    a. Very satisfied (5%)
    b. Satisfied (17%)
    c. Neither satisfied nor dissatisfied (37%)
    d. Dissatisfied (28%)
    e. Very dissatisfied (13%)
9. **How confident are you that you (or someone else in your household) will be able to cover your upcoming housing payment on time?**
    a. Very confident (60%)
    b. Somewhat confident (17%)
    c. Not so confident (9%)
    d. Not at all confident (8%)
    e. Don't know/does not apply to me (7%)
10. **Are housing costs a major source of stress in your life?**
    a. Yes (47%)
    b. No (53%)
11. **Within the past year, have you limited your consumption of food, medicine, or other essential goods to help cover housing costs?**
    a. Yes (40%)
    b. No (60%)
12. **Have housing costs significantly hindered your ability to do any of the following (Check all that apply)?**
    a. Pay off non-housing debt (e.g., credit cards or student loans) (14%)
    b. Save for retirement (21%)
    c. Save for emergencies (22%)
    d. Pay for medical care (11%)
    e. Pay for education (4%)
    f. Pay for childcare (5%)
    g. Pay for transportation (6%)
    h. None of the above (17%)
13. **How important is it for Wellington to offer a wider variety of housing options?**
    a. Very important (36%)
    b. Important (23%)
    c. Somewhat important (13%)
    d. Not important at all (28%)
14. **Which of the following housing types would you like to see Wellington prioritize going forward?**
    a. Apartments (10%)
    b. Condos (10%)
    c. Traditional single-family homes (24%)
    d. Duplexes, triplexes, and townhomes (13%)
    e. Senior living facilities (26%)
    f. Tiny homes and manufactured/mobile homes (7%)
    g. Other (9%)
15. **How concerned are you about homelessness in Wellington?**
    a. Very concerned (13%)
    b. Concerned (19%)
    c. Somewhat concerned (27%)
    d. Not at all concerned (41%)

16. **What do you see as Wellington's most pressing housing issues?**
    a. There is inadequate senior housing. (12%)
    b. Younger people cannot afford to buy homes. (22%)
    c. Rent is unaffordable. (13%)
    d. Homes are in poor condition or too old. (1%)
    e. Single-family homes are in short supply. (3%)
    f. There are not enough apartments. (3%)
    g. More affordable townhomes and condos are needed for purchase. (4%)
    h. Rising costs of utility services. (28%)
    i. Affordable homes are far from work, school, or retail centers. (5%)
    j. Affordable homes are in unsafe neighborhoods. (1%)
    k. Housing discrimination/fair housing (1%)
    l. There are not currently any pressing issues. (1%)
    m. Other (5%)
17. **If a development plan provides affordable housing, should the Town help make the project more financially feasible by offering incentives or reduced fees for the development?**
    a. Strongly agree (13%)
    b. Agree (22%)
    c. Neither agree nor disagree (12%)
    d. Disagree (13%)
    e. Don't know (6%)
18. **What is your age?**
    a. Under 18 (0%)
    b. 18-24 (1%)
    c. 25-34 (13%)
    d. 35-44 (33%)
    e. 45-54 (19%)
    f. 55-64 (16%)
    g. 65+ (17%)
19. **Within the past year, how much has your entire household earned in income?**
    a. Less than $25,000 (5%)
    b. $25,000 to $49,999 (11%)
    c. $50,000 to $74,999 (9%)
    d. $75,000 to $99,999 (21%)
    e. $100,000 to $149,999 (33%)
    f. $150,000 to $199,999 (8%)
    g. $200,000 or more (4%)
    h. Not sure (11%)
20. **How many people live in your household (including you)?**
    a. One (13%)
    b. Two (31%)
    c. Three (19%)
    d. Four (29%)
    e. Five or more (9%)
21. **What is the highest level of education you have completed?**
    a. Less than high school (0%)
    b. High school diploma or equivalent (8%)
    c. Some college or associate's degree (25%)

d. Bachelor's degree (37%)
e. Graduate or professional degree (24%)
f. I'd rather not say (7%)

22. **What is your race?**
    a. White (79%)
    b. Black (0%)
    c. American Indian or Alaska Native (0%)
    d. Asian (0%)
    e. Native Hawaiian or Pacific Islander (0%)
    f. Other (3%)
    g. Two or more races (2%)
    h. I'd rather not answer (16%)
23. **Are you Hispanic or Latino?**
    a. Yes (4%)
    b. No (80%)
    c. I'd rather not say (14%)
24. **Thank you for taking the time to share your feedback. If you have any additional comments about housing in Wellington, please provide them below.**

Glossary

Area Median Income: The midpoint of household incomes for a specific geographic area, indexed to a household size of four. In this case, the Fort Collins MSA is the geographic area of interest. FY 2024 AMI was $118,800.

Condo: A type of multifamily residential property where an individual owns the interior of their specific unit, but the land and exterior structure are jointly owned with other unit owners in the development.

Cost-Burdened Households: Households that spend at least 30% of household income on total housing costs. For renters, total costs include contract rent and utilities; for homeowners, they include the mortgage, property taxes, homeowner's insurance, utilities and related expenses, and other fees.

Duplex: A residential building that contains two separate housing units within a single structure. The units typically share a common wall, floor, or ceiling but have separate entrances and living facilities.

Family Household: A household in which at least one person is related by birth, marriage, or adoption to the householder.

Household: The people who occupy a housing unit as their usual place of residence. A community's number of households equals its number of occupied housing units. People who do not reside in housing units, such as those in group quarters, are not considered part of a household. Nonresidential units and groups quarters are excluded.

Housing Unit: A house, apartment, mobile home, group of room, or a single room that is occupied as separate living quarters or intended for occupancy as separate living quarters.

Latent Household: A group of individuals or family unit that has the potential to form a separate household but is currently unable to due to housing affordability and availability constraints.

Median Household Income: The midpoint of household incomes for a specific geographic area. For Wellington, the most recent estimate of median household income is $101,259.

Months of Supply: The number of months it would take to sell all the homes currently available on the market, given the current pace of sales, if no new homes were listed. This metric helps assess whether the market favors buyers or sellers.

Townhome/Townhouse: A single-family attached dwelling in which the owner owns both the interior and exterior of their unit, as well as the land beneath it. Townhomes are often constructed in rows, sharing walls with adjacent units.

Triplex: A residential building that contains three separate housing units within a single structure. The units typically share a common wall, floor, or ceiling but have separate entrances and living facilities.

Matrix



Board of Trustees Meeting

Date: **April 8, 2025**
Subject: **Public Hearing on Proposed Amendments to the Land Use Code to Increase Opportunities for Housing Affordability**

- **Presentation: Cody Bird, Planning Director and Brittany Lenoir, Planner III**

EXECUTIVE SUMMARY

The Town has identified goals and strategies related to housing and housing affordability in the Comprehensive Plan and the Board of Trustees' Strategic Plan. To better understand and quantify community housing needs, the Town partnered with Matrix Design Group, Inc. to assist with conducting research and analysis to prepare recommendations for opportunities to support and increase housing affordability in Wellington. The resulting report is the Wellington Housing Needs and Affordability Assessment.

Information, meeting videos, and draft documents for the Wellington Housing Needs and Affordability Assessment are available on the Town's website at https://www.wellingtoncolorado.gov/633/Housing-Needs-Assessment.

Recommendations to address identified gaps and barriers to housing affordability and availability are included in the Wellington Housing Needs and Affordability Assessment. Recommendations are organized into short-term, medium-term, long-term, and ongoing strategies for implementation purposes. Several of the short-term and low-cost strategies recommended include considering changes to the Land Use Code standards and regulations. Amendments to the Land Use Code were prepared and presented to the Planning Commission for consideration. Following a public hearing, the Planning Commission voted 4-1 to forward a recommendation to the Board of Trustees to adopt the proposed Land Use Code amendments. The Code Amendment Summary *(Attachment 2)* outlines the Land Use Code sections and regulations that Town Staff and the Planning Commission recommend updating.

Text amendments to the Land Use Code require the Board of Trustees to conduct a public hearing and consider testimony on the proposed amendments. The purpose of this agenda item is to present the information, conduct the public hearing, hear testimony, and close the public hearing. Public hearing procedures are included with this report as *Attachment 1*.

Following the close of the public hearing, the Board of Trustees has a separate item on the agenda to take action on the recommended text amendments to the Land Use Code.

BACKGROUND / DISCUSSION

- The Planning Commission was presented with a draft Housing Needs and Affordability Assessment on February 3, 2025. Following discussion, the Commission directed Staff to prepare draft code amendments based on the housing strategies recommended in the assessment.
- The Board of Trustees reviewed the draft of the Housing Needs and Affordability Assessment on February 11, 2025. The Board expressed support for the draft housing strategy recommendations.
- Text amendments to the Land Use Code are considered in accordance with Section 15-2-50 of the Land Use Code. Proposed amendments are reviewed by the Planning Commission at a public hearing, and the

Commission provides a recommendation for approval, approval with conditions, or denial of the amendments to the Board of Trustees.

- The text amendments to the Land Use Code were advertised for public hearings before the Planning Commission and Board of Trustees.
- Notices of the public hearings were published in the Fort Collins Coloradoan as prescribed by State law and the Town's Municipal Code.
- Notices advertising the public hearing were posted at the Town Municipal Services Building.
- The Planning Commission conducted a public hearing to consider proposed Land Use Code amendments on March 3, 2025. Following the public hearing, the Planning Commission voted 4-1 to forward a recommendation to the Board of Trustees to approve the proposed text amendments.
- The Land Use Code amendments recommended by the Planning Commission are based upon recommendations and strategies identified in the Housing Needs and Affordability Assessment.
- A Code Amendment Summary (*Attachment 2*) further describes and organizes the housing strategies based on recommendations in the Housing Needs and Affordability Assessment.
- *Attachment 3* is a draft of the Proposed Land Use Code Amendments with the revisions or changes identified using the "track changes" feature.
- A clean version of the proposed Land Use Code Amendments is included as *Attachment 4*.
- In reviewing a text amendment to the Land Use Code, the Board of Trustees considers the following Findings for Approval (Section 15-2-50(d)):

1. The amendment is not likely to result in significant adverse impacts upon the natural environment (including air, water, noise, stormwater management, wildlife, and vegetation) or such impacts will be substantially mitigated;
2. The amendment is necessary for the protection of health, safety, welfare, and morals of the community;
3. The amendment is consistent with the Comprehensive Plan and the intent stated in this Land Use Code; and
4. The amendment is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas.

Findings for Approval and Staff Analysis

Land Use Code amendments are considered in accordance with Section 15-2-50(d). All Land Use Code amendments are evaluated against the Findings for Approval. Those findings are listed below in **bold**, along with Staff's recommendation for each finding in regular type.

1. **The amendment is not likely to result in significant adverse impacts upon the natural environment (including air, water, noise, stormwater management, wildlife, and vegetation) or such impacts will be substantially mitigated;**
    - The proposed amendments are summarized below, and further outlined in the Code Amendment Summary *(Attachment 2)*:
        - Revise the intent statements for the following Zone Districts:
            - Residential Low Density District
            - Residential Medium Density District
            - Downtown Neighborhood District
            - Planned Unit Development (PUD) Overlay District
        - Revise the design standards for new and infill development in the Downtown Neighborhood Zone District.

- Revise the Table of Dimensional Standards for Residential Zone Districts to amend lot area, maximum net density, and lot width standards, and to remove the minimum floor area per dwelling unit and maximum dwelling units per structure standards.
- Revise the Table of Dimensional Standards for Commercial Zone Districts to increase maximum net residential density for the C-3 Zoning District.
- Revise the Table of Allowable Uses (Table 4.01-1) to add manufactured homes and accessory dwelling units as permitted uses in the R-3 Zoning District and to add multi-family dwellings as a permitted use in the R-4 Zoning District.
- Revise the Use Specific Standards, by:
  - Restricting the number of units to eight units per building for the Multi-family Dwelling use in the R-4 Zone.
  - Requiring that all Single-family Attached dwellings provide rear entry parking garages where alley access exists.
- Revise the Accessory Uses and Structures section of the Code.
- Revise the Off-Street Parking and Loading standards of the Code.
- Revise the Defined Terms section of the Code to provide clarification and to include new terms.

  - The proposed amendments are intended to address regulatory factors in a cost-effective and expeditious manner by modifying standards that impact housing needs and affordability.
  - Amending the Land Use Code to provide more opportunities for infill development would allow for the efficient use of existing infrastructure. Infill developments build on existing underutilized lots that are already surrounded by urban development. This type of development allows for additional housing units in a way that would not impact the natural environment.
  - Larger subdivision projects that would develop raw land and would require infrastructure extensions are required to satisfy local development standards, including, but not limited to stormwater, grading, lighting, and others. In addition to local standards, there are also state and federal agencies that evaluate impacts on air, water quality, wildlife, and vegetation to ensure that adverse impacts are substantially mitigated.

2. **The amendment is necessary for the protection of health, safety, welfare, and morals of the community**;

- The proposed Land Use Code Amendments are based on recommendations and strategies outlined in the Housing Needs and Affordability Assessment.
- The intent of the Housing Needs and Affordability Assessment is to identify gaps in Wellington's housing stock. Identifying these gaps and making regulatory or programmatic changes benefit the welfare of the community by increasing housing affordability and availability. For example, increasing opportunities for Accessory Dwelling Unit (ADU) development and duplexes, where appropriate, could allow residents to create supplemental income.
- Additionally, there will be increased opportunities to build smaller units, more diverse residential unit types, and denser development that still meet applicable design criteria. This diversity in unit types and sizes will provide Wellington residents with additional housing options throughout their lives and as lifestyle changes occur (downsizing, smaller homes for first-time home buyers, etc.).
- All applicable Building and Fire Codes will continue to be enforced thereby protecting the health and safety of the community.

3. **The amendment is consistent with the Comprehensive Plan and the intent stated in this Land Use Code;**

- The Comprehensive Plan establishes community themes to purposefully guide the Town's growth. One of those themes is Community Cohesion - "We take pride in our community by providing safe and attractive neighborhoods oriented around parks, trails, amenities, and public spaces, and by offering options for our community to shop, gather, and celebrate."
- The proposed Code amendments are consistent with goals and strategies outlined in the Comprehensive Plan, including the following Goals and Strategies:
    - Community Cohesion Goal 2. Ensure that existing and future residential developments contribute to enhancing quality of life.
        - CC.2.1. Update the Land Use Code to allow a greater mix of housing types and styles that cater to a variety of families, including older adults, first-time homebuyers, lower income earners, and people with disabilities, among others.
        - CC.2.2. Support Housing Catalyst in their mission to provide affordable housing.
        - CC.2.3. Identify incentives to encourage new housing developments and retrofits to include energy-efficient and water-wise materials and practices while ensuring homes are both affordable and cost comparable.
    - Thriving Economy Goal 4. Develop a supportive business environment that aids in creating a thriving local economy.
        - TE.4.1. Balance residential with commercial land uses to promote local job opportunities and needed services for residents.
- Increasing opportunities for housing affordability will contribute to enhancing the quality of life of Wellington residents by reducing the number of cost burdened residents and the financial strain associated with being cost burdened.
- The purpose of the Land Use Code is "to create a vital, cohesive, well-designed community in order to enhance the Town's small-town character and further the residents' goals as identified in the Comprehensive Plan."
- The amendments proposed to the table of allowable uses to expand the allowance for accessory dwelling units (ADUs), manufactured homes, and multi-family dwellings will aid in the goal of increasing ADU development and to increase diversity of other housing types in Wellington.
- The amendments proposed to dimensional standards, including setbacks, lot size, ADU size, and density, will allow for increased development opportunities, not only of single-family residential neighborhoods, but for infill development and small-scale apartment buildings, where appropriate.
- The proposed Code amendments are consistent with the intent of the Land Use Code in that they remove overly restrictive regulatory barriers while still maintaining design criteria to ensure appropriate and compatible development within the Town.

4. **The amendment is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas.**

- The Board of Trustees established the 2025-2029 Strategic Plan for the Town of Wellington. This plan outlines the vision, mission, and priorities for 2025-2029.
- One priority is to "Grow Responsibly" by "improving housing diversity, advancing cohesive and holistic new developments, and exploring financing options for development."
- The proposed Land Use Code amendments are one of the first steps recommended to address the Town's housing availability and affordability challenges.
    - The proposed amendments are related to current regulations that limit the ability to develop diverse types and sizes of housing. By amending these recommended sections of the Land Use

Code, there will be more opportunities to diversify the housing stock, which is one of the goals of the Strategic Plan.

CONNECTION WITH ADOPTED MASTER PLANS

This action supports the following Board of Trustees' Strategic Plan priorities and the Town of Wellington Comprehensive Plan goals and strategies:

Strategic Plan 2025-2029

Grow Responsibly

- Improve Housing Diversity
- Advance Cohesive & Holistic New Developments
- Explore Financing Options for Development

Foster Economic Vibrancy

- Recruit New Businesses

Comprehensive Plan

Community Cohesion Goal 2. Ensure that existing and future residential developments contribute to enhancing quality of life.

- CC.2.1. Update the Land Use Code to allow a greater mix of housing types and styles that cater to a variety of families, including older adults, first time home-buyers, lower income earners, and people with disabilities, among others.
- CC.2.2. Support Housing Catalyst in their mission to provide affordable housing.
- CC.2.3. Identify incentives to encourage new housing developments and retrofits to include energy-efficient and water-wise materials and practices while ensuring homes are both affordable and cost comparable.

Thriving Economy Goal 4. Develop a supportive business environment that aids in creating a thriving local economy.

- TE.4.1. Balance residential with commercial land uses to promote local job opportunities and needed services for residents.

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Conduct a public hearing to consider the proposed text amendments to the Land Use Code and evaluate the amendments using the Findings for Approval outlined in the Municipal Code at Section 15-2-50(d).

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. Public Hearing Procedures

2. Proposed Code Amendments Summary
3. Proposed Code Amendments - Changes Tracked
4. Proposed Code Amendments - Clean Version
5. Presentation Slides

Public Hearing Procedures

Conflicts of Interest

Disclosure of *Ex Parte* Communications

Staff Introduction

Applicant Presentation (If any)

Clarifying Questions from Board/Commission

Open Public Hearing

Three Minutes per Person (additional time may be granted upon request)

Close Public Hearing

Applicant Rebuttal (if any)

Staff Closing Comments

Deliberation by the Board/Commission

Motion and Vote

Advancing Goals for Affordable Housing:
The goal of increasing access to affordable housing is multi-faceted and will take many steps over a significant period of time.

Using recommendations from the Housing Needs & Affordability Assessment, Town Staff has identified the below guidelines and prioritization methods based on expected resource availability. Work or program descriptions in the bullet points below are intended to be illustrative of the types of projects that would typically be expected within each step.

Step 1: Short-term, Lower costs, in-house staffing resources

- Amend Land Use Code and development standards to remove regulatory barriers
- Create flexibility for a variety of dwelling types to be allowed as permitted uses
- Enable more in-fill developments to make efficient use of existing infrastructure

Step 2: Short-term, Moderate costs, some outside resources

- Update Comprehensive Plan to include an Affordable Housing element
- Update Town fee schedule with revised fees to promote more housing variety and affordable housing options
- Update review procedures to prioritize projects with affordable housing included

Step 3: Medium-term, Higher costs, outside staffing resources required

- Evaluate impact fees to “right-size” costs for smaller dwelling units
- Amend Land Use Code to include development requirements for including affordable housing
- Create policies and fee structures to incentivize affordable housing

Step 4: Longer-term, Higher costs, outside staffing resources required, funding required

- Update Housing Needs Assessment and evaluate progress since last update
- Develop programs and partnerships to pursue grants with matching funds requirements
- Develop programs and partnerships that require additional staffing resources for program administration

Attachment 2
Proposed Code Amendment Summary

Step 1, Goal 1: Increase Diversity of Housing Types

Recommendations:

- Take advantage of potential existing properties
- More efficient land use
- Create opportunities for a range of housing types

Intended Outcomes:

- Several instances of multi-family housing already exist within the R-4 and would become conforming uses.
- Support infill development in the R-4 Zone that is more dense but appropriately scaled.

Proposed Code Amendments:

Desired Change	Proposed Code Amendments	Land Use Code Section Impacted
Identify that allowing a variety of housing types, sizes, and mix of ownership and rental units is desirable within residential zone districts	– Update District Intent statements – Update PUD District Intent Statement	15-3-20, multiple subsections 15-3-50
Allow Manufactured Homes as a Permitted Use within all residential zoning districts	– Update Table of Allowable Uses to add "Manufactured Home" as a Permitted Use within R-3 Residential Medium-Density District	15-4-20
Allow Multi-family Dwellings, as defined, within the R-4 Downtown Neighborhoods District	- Update Table of Allowable Uses to add "Multi-family Dwelling" as a Permitted Use within the R-4 Downtown Neighborhoods District - Consider Adding a Use Specific Standard for Multi-family Dwellings in the R-4 Downtown Neighborhoods District, limiting Multi-family Dwellings to a maximum of 8 dwelling units per structure	15-4-20 15-4-30(ff)

Step 1, Goal 2: Increase Diversity of Dwelling Sizes and Configurations

Recommendations:

- Update dimensional standards for lot sizes and widths
- Allow gentle and appropriate increases in density

Intended Outcomes:

- Reducing the required lot widths for detached and attached single family homes in the R-2 Zone will allow flexibility in lot sizes, and thereby unit sizes, which can increase diversity in future housing stock.
- A diverse housing stock gives residents the ability to stay in Wellington as they reach various life milestones, such as promotions, growing families, or downsizing.
- Increasing the maximum net density for the R-3 Zone and C-3 Zone from 12 to 24 du/acre will allow more flexibility for development of townhomes and multi-family developments.

Proposed Code Amendments:

Desired Change	Proposed Code Amendments	Land Use Code Section Impacted
Allow increases in density in certain zone districts	Update the Table of Dimensional Standards for Residential Zone Districts to increase the Maximum Net Density in the following zone districts: - Increase the R-2 Maximum Net Density from 6 to 8 dwelling units per acre - Increase the R-3 Maximum Net Density from 12 to 24 dwelling units per acre - Increase the R-4 Maximum Net Density from 12 to 16 dwelling units per acre Update the Table of Dimensional Standards for Commercial Zone Districts to increase the Maximum Net Density in the C-3 zone district - Increase the C-3 Maximum Net Density from 12 to 24 dwelling units per acre	15-3-20(g) 15-3-30(d)

Attachment 2
Proposed Code Amendment Summary

Desired Change	Proposed Code Amendments	Land Use Code Section Impacted
Allow flexibility in lot sizes and lot widths to support a variety of dwelling sizes	Update the Table of Dimensional Standards for Residential Zone Districts to reduce the minimum lot widths for the R-2 Residential zone district. - Reduce the minimum lot width for a detached dwelling from 60 ft to 50 ft. - Reduce the minimum lot width for attached dwellings from 30 ft to 25 ft. Update the Table of Dimensional Standards for Residential Zone Districts to reduce the minimum lot area per dwelling to align with minimum lot widths. - R-2 Zone o Detached dwelling – reduce from 6,600 sq. ft. to 5,500 sq. ft. o Attached dwellings – reduce from 3,750 sq. ft. to 2,500 sq. ft. - R-3 Zone o Detached dwelling – retain current minimum of 3,000 sq. ft. o Attached dwellings – reduce from 2,500 sq. ft. to 1,500 sq. ft.	15-3-20(g)
Allow a variety of housing sizes by reducing or removing the Minimum Floor Area per Dwelling Unit requirements	Update the Table of Dimensional Standards for Residential Zone Districts by removing requirements for Minimum Floor Area (above grade) Per Dwelling Unit. - Applicable building code requirements for minimum dimensions in residential structures would still be applicable. - Applicable minimum standards for manufactured homes established by the National Manufactured Housing Construction and Safety Standards Act of 1974 would still be applicable.	15-3-20(g)

Step 1, Goal 3: Increase opportunities for Accessory Dwelling Units (ADUs)

Recommendations:

- More efficient use of existing infrastructure
- Allow gentle and appropriate increases to density
- Ease the requirements for ADUs to make it easier to design, construct and lease

Intended Outcomes:

- Increase opportunities for affordable rental units
- Allow flexibility for homeowners to create supplemental rent revenues
- Accessory dwelling units offer a housing unit type that can create rental income for homeowners or provide an opportunity for multi-generational living

Proposed Code Amendments:

Desired Change	Proposed Code Amendments	Land Use Code Section Impacted
Increase opportunities for Accessory Dwelling Units (ADUs)	Update definition for "Accessory Dwelling Unit (ADU)" [15-9-20]	15-9-20
	Update Table of Allowable Uses to add "Accessory Dwelling Unit (ADU)" as a Permitted Use within the R-3 Residential Medium Density District	15-4-20
	Update Table of Dimensional Standards to include Detached Accessory Dwelling Units (ADUs) with Accessory Buildings and Detached Garage Setbacks	15-3-20(g)
	Revise Supplemental Standards for ADUs by simplifying design criteria and clarifying that the Design compatibility requirements for ADUs shall not be more restrictive than design requirements for the principal dwelling	15-4-40(e)(1)
	Increase flexibility for more sizing options by allowing the ADU to be 100% of the principal dwelling's interior habitable area or 1,200 gross square feet, whichever is less	15-4-40(e)(1)
	Relax the current requirement for owner occupancy	15-4-40(e)(1)
	Update Design Standards specific to the R-4 Downtown Neighborhoods District to clarify requirements for Principal Dwelling vs. Accessory Dwelling Unit	15-3-20(e)(4)
	Update Table of Minimum Parking Requirements for Accessory Dwelling Units (ADUs) from 1 parking space per dwelling unit to zero parking spaces	15-5-50(g)

Step 1, Goal 4: Reduce Land Requirements and Costs for Multi-family Developments

Recommendations:

- Reduce parking requirements for multi-family development projects
- Reduce open space requirements for multi-family development

Intended Outcomes:

- Lower land requirements for open space and parking spaces that currently require substantial square footage of a site to non-housing elements
- Improve site development efficiency
- Parking can be a significant expense to a project due to the space required and site preparation needed to develop a parking lot. By reducing the parking minimums for multi-family dwellings by half a space per bedroom, there is an opportunity to reduce a surface parking lot's square footage while still providing an appropriate amount of parking per unit.

Proposed Code Amendments:

Desired Change	Proposed Code Amendments	Land Use Code Section Impacted
Allow flexibility of design for structures with multiple units to be constructed in a cost-effective manner	- Update the Table of Dimensional Standards for Residential Zone Districts by removing requirements for Maximum Dwelling Units Per Structure - Remove Use Specific Standard for Multi-family Dwelling that currently limits all zone districts to a maximum of 12 units per structure - Remove Use Specific Standard for Multi-family Dwelling requiring 20% of site for functional open space	15-3-20(g) 15-4-30(ff)
Reduce minimum Off-street Parking Requirements for Multi-family Dwelling Units to alleviate costs of constructing and maintaining surface parking	Update Table of Minimum Parking Requirements for Multi-family Dwelling (parking per bedroom unit): - 1 Bedroom Unit – Reduce from 1.5 parking spaces to 1 parking space - 2 Bedroom Unit – Reduce from 2 parking spaces to 1.5 parking spaces - 3 Bedroom Unit – Reduce from 2.5 parking spaces to 2 parking spaces Update Table of Minimum Parking Requirements for Mixed-Use Dwelling from 2 parking spaces to 1 parking space	15-5-50(g)

Sec. 15-3-20. Residential zone districts.

[some sections left out if not proposed for amendments]

(c) R-2 - Residential Low Density District.

(1) *Intent.* The Residential Low Density District is intended ~~primarily for~~ to accommodate a variety of detached and ~~limited~~ attached single-family uses on individual lots that are supported by neighborhood amenities and public facilities, ~~with up to four (4) attached units allowed per building~~. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. This zone is characterized by tree-lined local streets, an interconnected pedestrian circulation system, and proximity to schools and parks.

(2) *Principal uses.* Permitted principal uses in the R-2 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(3) *Conditional uses.* Permitted conditional uses in the R-2 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(d) R-3 - Residential Medium Density District.

(1) *Intent.* The Residential Medium Density District is intended ~~for a~~to accommodate an integrated mix of small lot single-family detached dwellings, single-family attached dwellings, and multi-family dwellings. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. This zone is intended to provide a walkable environment supported by motorized and non-motorized transportation options, parks, and public gathering spaces that are ideal for people in all stages of life. Multi-family buildings are generally encouraged near viable business centers in order to facilitate appropriate densities. Street and open space designs in these areas shall be used to create compatibility among frontages, which encourage pedestrian interaction and discourage high automobile speeds.

(2) *Principal uses.* Permitted principal uses in the R-3 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(3) *Conditional uses.* Permitted conditional uses in the R-3 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(e) R-4 - Downtown Neighborhood District.

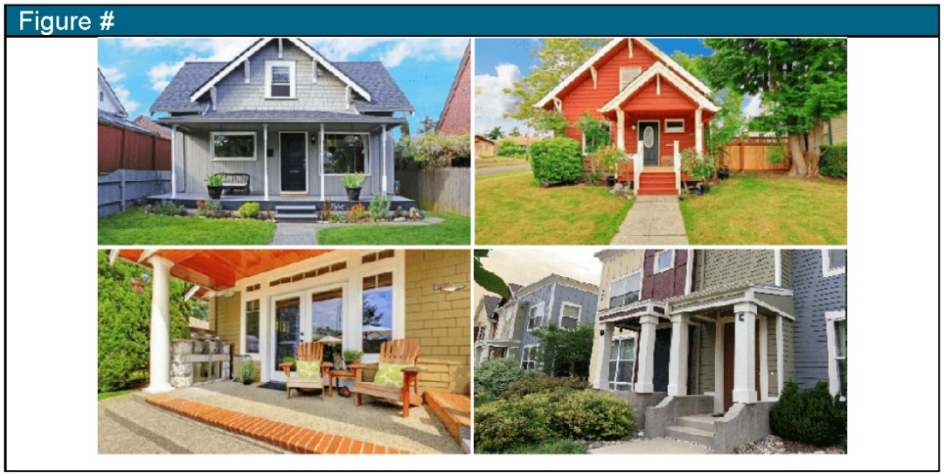
(1) *Intent.* The Downtown Neighborhood District is intended for the older neighborhoods adjacent to the downtown core that have smaller, more constrained lots than newer developments and specific architectural characteristics. These neighborhoods are intended to support a variety of housing types including detached and attached single family dwellings, as well as small-scale multi-family dwellings designed to be appropriately integrated into and that complement the area's character. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. ~~as well as s~~ Small-scale service establishments~~,~~ that add vibrancy to the overall Downtown area may also be incorporated when the character of the neighborhood is maintained. These areas are intended to be supported by a traditional, highly connected gridded street system with detached sidewalks, and that incorporate pocket parks and public gathering spaces.

(2) *Principal uses.* Permitted principal uses in the R-4 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(3) *Conditional uses.* Permitted conditional uses in the R-4 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(4) *Design Standards.* The following design standards shall apply to all new and infill development in the Downtown Neighborhood Zone District.

a. ~~R~~Principal residential buildings shall include a front porch on each ground floor unit to ensure new construction blends with the existing neighborhood character. Porches shall be a minimum of six (6) feet deep with a minimum overall dimension of forty-eight (48) square feet and may encroach into the required front setback by up to six (6) feet. Accessory Dwelling Units (ADUs) may, but are not required to include a front porch.



b. New and infill buildings (not including Accessory Dwelling Units) shall include characteristics of the traditional architectural styles of the Downtown Neighborhood Area identified as Craftsman, Victorian and Farmhouse. Such features could include:

1. Gabled and cross-gabled rooflines;
2. Porches running the full length of the front façade
3. Rear loaded or detached garages that allow the front façade of the house to be the primary focus
4. Steeply-pitched rooflines, curlicue trims, ornate windows, and asymmetrical designs (Victorian);
5. Low-pitched rooflines with overhanging eaves, exposed rafters, and heavy, tapered columns (Craftsman); or
6. Simple design focusing on wood elements, board on batten siding and hand hewn timbers with a traditionally white color palette (Farmhouse).

7. Accessory Dwelling Units (ADUs) shall meet the Supplemental Accessory Use Standards of Section 15-4-40(e).

Figure #



[some sections left out if not proposed for amendments]

(g) Table of Dimensional Standards for Residential Zone Districts. All ~~primary~~ principal and accessory structures are subject to the dimensional standards set forth in the table below. These general standards may be further limited or modified by other applicable sections of this Land Use Code. General rules for measurement and exceptions are in Article 9, Definitions.

Zones	A	R-1	R-2	R-3	R-4	MH
	Lot Standards					
Minimum Site Area	5 acres	N/A	N/A	N/A	N/A	1 acre
Minimum Lot Area Per Dwelling	5 acres	0.5 acres	~~6,600~~5,500 sq. ft. for detached ~~3,750~~2,500 sq. ft. for attached	3,000 sq. ft. for detached ~~2,500~~1,500 sq. ft. for attached	4,000 sq. ft. for detached 2,500 sq. ft. for attached	2,400 sq. ft.
Maximum Net Density	0.2 du/acre	2 du/acre	~~6~~ 8 du/acre	~~12~~ 24 du/acre	~~12~~ 16 du/acre	10 du/acre
Minimum Lot Width	120 ft.	120 ft.	~~60~~ 50 ft. for detached ~~30~~ 25 ft. for attached~~.~~	50 ft. for detached 25 ft. for attached	40 ft. for detached, 25 ft. for attached	35 ft.

	Principal Building Setbacks					
Minimum Front Yard	50 ft.	50 ft.	20 ft.	15 ft.	15 ft.[1]	10 ft.
Minimum Front Yard to Attached Garage	60 ft.	50 ft.	25 ft.	20 ft.	20 ft.	NA
Minimum Side Yard	20 ft.	20 ft.	7 ft. for detached 0 ft. for attached	7 ft. for detached 0 ft. for attached	5 ft. for detached 0 ft. for attached	5 ft.
Minimum Side Yard (Corner Lot)	20 ft.	20 ft.	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot
Minimum Rear Yard	20 ft.	20 ft.	20 ft.	15 ft.	15 ft.	10 ft.
Minimum Rear Yard to Rear Entry Garage	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
	Accessory Building, Detached Accessory Dwelling Units (ADUs) and Detached Garage Setbacks					
Minimum Front Yard	60 ft.	60 ft.	35 ft.	35 ft.	35 ft.	25 ft.
Minimum Side Yard	20 ft.	20 ft.	7 ft.	7 ft.	5 ft.	5 ft.
Minimum Rear Yard	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
	Deck and Patio Cover Setbacks					
Minimum Rear Yard	~~1 du~~10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.

	Building and Structure Standards					
~~Minimum Floor Area (above grade) Per Dwelling Unit~~	~~864 sq. ft.~~	~~864 sq. ft.~~	~~864 sq. ft.~~	~~864 sq. ft.~~	~~600 sq. ft.~~	~~480 sq. ft.~~
Maximum Building Height	35 ft.	35 ft.	35 ft.	35 ft.	28 ft.	16 ft. Park-Owned Common Structures - 35 ft.
~~Maximum Dwelling Units Per Structure~~	~~1 du~~	~~1 du~~	~~1 du~~	~~12 du~~	~~12 du~~	~~1 du~~

1. Front porches may encroach into the front setback by up to six feet.

Sec. 15-3-30. Commercial and mixed-use districts.

[some sections left out if not proposed for amendments]

(c) C-3 - Mixed-Use Commercial District.

(1) *Intent.*

a. The Mixed-Use Commercial District is intended to be a setting for development of a wide range of community and regional retail uses, offices and personal and business services, and it is intended to accommodate a wide range of other uses, including multi-family housing and mixed-use dwelling units. The C-3 District should integrate various commercial and multi-family uses while transitioning from the highway to adjacent lower density neighborhoods. The intent of mixed-use areas is to cluster residential and non-residential uses in a compact, walkable setting. These areas provide ease of movement through both motorized and non-motorized transportation options offering convenient access for locals and visitors alike.

b. While some Mixed-Use Commercial District areas may continue to meet the need for auto-related and other auto-oriented uses, it is the Town's intent that the C-3 District emphasize safe and convenient personal mobility in many forms, with planning and design that accommodate pedestrians. Further, the C-3 District is intended to function with, rather than compete with, the Downtown District.

c. The highway corridor is a visible commercial area of the community. Attention to the architectural standards outlined in Section 15-9-90 is required for approval.

(2) *Permitted uses.* Permitted principal uses in the C-3 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(3) *Conditional uses.* Permitted conditional uses in the C-2 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(d) Table of Dimensional Standards for Commercial Zone Districts. All ~~primary~~ principal and accessory structures are subject to the dimensional standards set forth in the table below. These general standards may be further limited or modified by other applicable sections of this Land Use Code. General rules for measurement and exceptions are in Article 9, Definitions.

Zones	C-1	C-2	C-3
Lot Standards			
Maximum Floor Area Ratio	1:1	2:1	1:1
Maximum Net Residential Density	12 du/acre	12 du/acre	~~12~~ 24 du/acre
Building Setbacks			
Minimum Front Yard	25 ft.	0 ft.	25 ft.
Minimum Side Yard[1]	0 ft.[1]	0 ft.	0 ft.[1]
Minimum Rear Yard	20 ft.	25 ft.[2]	20 ft.
Building and Structure Standards			
Maximum Building Height	35 ft.	35 ft.	45 ft.

Sec. 15-3-50. PUD—Planned Unit Development District.

(a) *Intent.*

(1) This Planned Unit Development (PUD) Overlay District is enacted pursuant to the Planned Unit Development Act of 1972 as amended (Section 24-67-101 et seq., C.R.S.). A PUD is an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space or other restriction to the existing land use regulations. The PUD is intended to be used as an overlay zone district that supplements the underlying standard zone district.

(2) The intent and purpose of this District is to permit and encourage innovative design and high quality, master-planned developments on parcels of land forty (40) acres in size or larger. This District is created to allow and encourage compatible uses to be developed in accordance with a unified development plan in harmony with the environment and surrounding neighborhood.

(3) PUDs are expected to preserve critical environmental resources, provide above-average open space and recreational amenities, including exceptional design and provide greater efficiency in the layout and provision of roads, utilities and other infrastructure.

(4) PUDs are intended to accommodate an integrated mix of residential housing types, lot sizes and densities. Residential portions of a PUD are expected to provide affordable housing or incorporate one or more methods of encouraging housing affordability as approved or agreed to by the Town.

(5) PUDs are intended to allow Accessory Dwelling Units (ADUs) as a permitted accessory use on any lot where single-family detached dwellings are permitted. PUD provisions are intended to include that Accessory Dwelling Units (ADUs) are approved administratively by Town staff and the construction or conversion of Accessory Dwelling Units (ADUs) may not be restricted in ways not otherwise permitted by this code.

(b) *Permitted uses.*

(1) Uses permitted in the PUD Overlay District shall be those uses permitted in the underlying standard zone district for the property.

(2) An applicant for a PUD Overlay District may request modifications to the permitted uses of the underlying zone district to remove those uses that may be deemed incompatible or inappropriate for the overall PUD development. Conditional uses may be permitted if it can be demonstrated that such uses meet the conditional use review criteria for the underlying zone districts.

Attachment 3
Proposed Land Use Code Amendments
Changes Tracked

Sec. 15-4-20. Table of Allowable Uses.

[some sections left out if not proposed for amendments]

Table 4.01-1 Table of Allowable Uses													
Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Residential													
Manufactured Home	P	P	P	P	P	P							Y
Mixed-Use Dwelling					C		P	P	P				
Multi-Family Dwelling				P	P				P				Y
Single-Family Attached Dwelling	C		P	P	P								Y
Single-Family Detached Dwelling	P	P	P	P	P								
Accessory Uses													
Accessory Building	P	P	P	P	P	P							Y
Accessory Dwelling Unit	P	P	P	P	P				P				Y
Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	Y
Home Occupation	P	P	P	P	P	P		P	P				Y

Sec. 15-4-30. Use Specific Standards.

[some sections left out if not proposed for amendments]

(ff) *Multi-Family Dwelling.*

~~(1) A Multi-Family Dwelling shall not exceed twelve (12) units.~~

~~(2) All Multi-Family Dwelling sites shall provide at least twenty percent (20%) of functional open space.~~

(1) *R-4 Zone*.

a. A Multi-family Dwelling shall not exceed eight (8) dwelling units per building.

(uu) *Single-Family Attached Dwelling.*

~~(1) No Single-Family Attached Dwelling shall exceed six (6) units.~~

(1~~2~~) All Single-Family Attached Dwellings shall provide rear entry parking garages where alley access exists.

Sec. 15-4-40. Accessory Uses and Structures.

[some sections left out if not proposed for amendments]

(d) *General Standards for all Accessory Uses.* All accessory uses and buildings shall be subject to the general standards in this section~~, as well as any~~ and applicable supplemental standards in Section 15-4-40(e) and all standards applicable to the associated principal use as set forth in Article 4 Use Standards. Where a supplemental standard for a specific use is in conflict with the general standards, the supplemental standard shall be applied.

(1) *Size.* All accessory uses shall:

a. Be clearly subordinate in area, extent, and purpose to the principal use or structure; and

b. Not violate the bulk, density, parking, landscaping, or open space standards of this Land Use Code when taken together with the principal use or structure.

c. The floor area of any detached accessory building shall not exceed fifty percent (50%) of the floor area of the principal structure. The total combined floor area of all buildings shall not exceed the maximum lot coverage for the zoning district in which it is located. The Planning Director may authorize a building to exceed this percentage if the building is used as a guest house, Accessory Dwelling Unit (ADU), or is used for animal production or crop production associated with an agricultural use.

(2) *Function.* All accessory uses shall directly serve the principal use or building, and be accessory and clearly incidental to the principal use or building.

(3) *Timing.* Accessory uses shall not be constructed or established prior to the start of construction of the principal use or building. An accessory building shall not be used until the construction of the ~~primary~~ principal building is complete.

(4) *Height.* Accessory buildings shall be limited to a maximum height of twenty four (24) feet unless exempted from the height requirements in this Code.

(5) *Location.*

a. Accessory uses or buildings shall be located on the same lot as the principal use or building.

b. Accessory buildings shall not be located within platted or recorded easements.

c. The Planning Director may authorize an accessory building on a vacant lot if the structure is used for animal production or crop production associated with an agricultural use, or used in conjunction with a park or community garden.

(6) *Design Compatibility.*

a. Except where exempted, all accessory buildings shall be designed to be aesthetically compatible with the principal building. Compatibility shall be measured in terms of building materials, building orientation, building placement, and building mass. Non-enclosed stables, gazebos, greenhouses, and carports ten feet or less in height with a roofed area of three hundred (300) square feet or less are exempted from this compatibility requirement.

b. Applicants for accessory buildings not exempted in accordance with this subsection who request exceptions from the design compatibility requirements shall demonstrate screening methods or

design features that will be used to minimize any potential adverse effects on neighboring properties.

(7) *Ownership.* Accessory uses or buildings shall be owned or operated by the same person as the principal use or buildings.

(e) *Supplemental Accessory Use Standards.*

(1) *Accessory Dwelling Unit.*

~~a. A Detached Accessory Dwelling Unit shall only be located in the rear of a lot.~~

~~b~~a. Number of Accessory Dwelling Units

1. One (1) Accessory Dwelling Unit is allowed per single-family detached dwelling.

2. One (1) Accessory Dwelling Unit is allowed per single-family attached dwelling when there is only one (1) single-family attached dwelling on the lot.

3. Residential lots that are one half (1/2) acre or more in size may have one (1) detached Accessory Dwelling Unit in addition to one (1) internal or attached Accessory Dwelling Unit, but no more than one (1) of each type.

b. A Detached Accessory Dwelling Unit must comply with the required accessory setbacks of the zoning district in which the unit is located. If the accessory dwelling unit is part of the ~~primary~~ principal dwelling (attached), it must comply with principal building setbacks for the zoning district in which the unit is located.

c. An Accessory Dwelling Unit must comply with the zoning district's height requirements. An Accessory Dwelling Unit must not exceed the height of the ~~primary~~ principal dwelling.

d. An Accessory Dwelling Unit must not exceed 100% of the principal dwelling's interior habitable area or one thousand two hundred (1,200) gross square feet, whichever is less. ~~one thousand (1,000) gross square feet in area.~~

e. An Accessory Dwelling Unit must connect utilities to those of the primary dwelling.

f. An Accessory Dwelling Unit shall be designed to be aesthetically compatible with the principal dwelling. Compatibility shall be measured in terms of one or more of the following: building materials, colors, building orientation, building placement, and building mass. Design compatibility requirements for Accessory Dwelling Units shall not be more restrictive than design requirements for the principal dwelling.~~must maintain the architectural design, style, appearance, and character of the primary dwelling.~~

~~g. The property owner must occupy the principal dwelling as the owner's permanent residence. For purposes of these regulations, "property owner" means the title holder and/ or contract purchaser of the lot, and "owner occupancy" means that a property owner makes their permanent residence at the site.~~

Sec. 15-5-50. Off-street parking and loading.

(a) *Purpose.* The purposes of this Section are to:

(1) Ensure that adequate off-street parking and loading facilities are provided for new land uses and changes in use;

(2) Minimize the negative environmental and urban design impacts that can result from excessive parking, driveways, and drive aisles within parking lots;

(3) Ensure that adequate off-street bicycle parking facilities are provided and promote parking that offers safe and attractive pedestrian routes;

(4) Establish standards and regulations for safe and well-designed parking, unloading, and vehicle circulation areas that minimize conflicts between pedestrians and vehicles within parking lots and surrounding land uses;

(5) Offer flexible means of minimizing the amount of area devoted to vehicle parking by allowing reductions in the number of required spaces in context-sensitive locations, including for qualifying multi-family dwellings and Accessory Dwelling Units (ADUs);

(6) Ensure compliance with provisions of the Americans with Disabilities Act (ADA); and

(7) Minimize the visual impact of off-street parking areas.

[some sections left out if not proposed for amendments]

(g) *Off-Street Parking Requirements.* Off-street parking shall be provided in accordance with the minimum ratios specified in Table 5.05.7-1.

Table 5.05.7-1: Minimum Parking Requirements

[some sections left out if not proposed for amendments]

Use	Minimum Parking Ratio
Residential	
Manufactured Home	2/DU
Mixed-Use Dwelling	~~2~~ 1/DU
Multi-Family Dwelling	~~1.5~~ 1/1 BRU
	~~2~~ 1.5/2 BRU
	~~2.5~~ 2/3 BRU
Single-Family Attached Dwelling	2/DU
Single-Family Detached Dwelling	2/DU
Accessory Uses	
Accessory Building	—
Accessory Dwelling Unit	~~1/DU~~ —
Accessory Use	—
Home Occupation	1/DU
Open-Air Farmers' Market	5/acre

Attachment 3
Proposed Land Use Code Amendments
Changes Tracked

Sec. 15-9-20. Defined terms.

The words and phrases used in this Code shall have the meanings defined below unless otherwise specifically provided or unless clearly required by the context. Questions of definition or wording usage are interpreted by the Director based on the context of their usage and the intention of the section of this Code in which they occur.

[some sections left out if not proposed for amendments]

Accessory Dwelling Unit means an internal, attached, or detached dwelling unit that: (a) provides complete independent living facilities for one or more individuals; (b) is located on the same lot as a proposed or existing principal dwelling; and (c) includes facilities for living, sleeping, eating, cooking, and sanitation. An Accessory Dwelling Unit (ADU) shall not include terms such as or similar meaning to "motorhome," "multipurpose trailer," or "recreational vehicle (RV)". ~~An additional dwelling unit integrated within a single-family dwelling, or located in a detached accessory building, such as carriage houses or agricultural-type outbuildings, located on the same lot as single-family dwellings~~

Density means the overall average number of dwelling units located on the gross or net residential acreage (as applicable) contained within the development and calculated on a per-acre basis. Gross density is calculated by dividing the total number of units by the total acreage. Net density is calculated by dividing the [total number of units] by the [total acreage minus all publicly dedicated land].

Dwelling means a building used ~~exclusively for residential occupancy, including single-family dwellings, two-family dwellings and multi-family dwellings~~for living purposes and provides permanent provisions for living, sleeping, eating, cooking and sanitation.

Dwelling unit means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitary purposes. ~~one (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, located in a single-family, two-family or multi-family dwelling or mixed-use building.~~

~~**Dwelling, two-family** or **duplex** means a building occupied by two (2) families living independently of each other.~~

Functional open space means open space which is large enough to serve a practical purpose, such as recreation, wildlife habitat or preservation of areas of agricultural, archeological or historical significance and shall exclude areas used for off-street parking, off-street loading, service driveways and setbacks from oil and gas wells or their appurtenances or other hazards to the public.

Lot size means the total horizontal area within the lot lines of a lot; synonymous with area of lot.

Lot width means the distance parallel to the front lot line, measured at the front building setback line. Lot width on a curving front lot line means the distance parallel to the tangent of the front lot line at the building setback line. The lot width and the lot frontage may have different lengths on an irregularly shaped lot as they are measured at different points on the lot.

Manufactured Home. A single-family dwelling which is partially or entirely manufactured in a factory; which is not less than twenty-four (24) feet in width and thirty-six (36) feet in length; which is installed on an engineered permanent foundation; which has brick, wood or cosmetically equivalent siding extending to the ground level; which has a pitched roof; which has the delivery system including wheels, tires, axles and tongue hitch removed; and which is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended.

Mixed use means the development of a lot, tract or parcel of land, building or structure with two (2) or more different principal uses, including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mixed-Use Dwelling. ~~Multi-Family~~One (1) or more Dwelling units contained within a mixed-use building attached above the building's nonresidential uses (the mixed-use building may contain office or commercial uses below the residential use).

Multi-Family Dwelling. A dwelling contained in a structure also containing other dwellings in which each unit is attached to another at one (1) or more party walls and at either the floor or the ceiling. This includes apartments and manor style apartments. This does not include housing types commonly referred to as townhomes or duplexes, which are considered single-family attached dwellings.

Multitenant building or **development** means a building or series of buildings on a parcel or several parcels under common ownership, management, and control and whose occupants are distinct users that each occupy a portion of the multitenant building or development.

Off-street parking area means all off-street areas and spaces designed, used, required or intended to be used for the parking, storage, maintenance, service, repair, display or operation of motor vehicles, including driveways or access ways in and to such areas and circulation aisles throughout such areas, but not including approved outdoor storage areas as defined herein or public streets and rights-of-way.

Open space means any land or water area with its surface open to the sky, which serves specific uses of providing park and recreation opportunities, conserving natural areas and environmental resources, structuring urban development form and protecting areas of agricultural, archeological or historical significance. Open space shall not be considered synonymous with vacant or unused land but serves important urban functions. Usable open space shall exclude areas used for off-street parking, off-street loading, service driveways and setbacks from oil and gas wells and their appurtenances or other hazards to the public.

Parking lot means any off-street parking area as defined herein.

Primary Use has the same meaning as Principal Use.

Principal Use means the main purpose for which a building, land or structure is used; synonymous with Primary Use.

Single-Family Attached Dwelling. A dwelling contained in a structure that shares party walls with another dwelling. This includes housing types commonly referred to as duplexes and townhomes.

Single-Family Detached Dwelling. A ~~single-family~~ dwelling ~~(a building designed exclusively for occupancy by one (1) family) which~~that is not attached to any other principal dwelling or building by any means, excluding mobile homes and manufactured housing situated on a permanent foundation.

Sec. 15-3-20. Residential zone districts.

[some sections left out if not proposed for amendments]

(c) R-2 - Residential Low Density District.

(1) *Intent.* The Residential Low Density District is intended to accommodate a variety of detached and attached single-family uses on individual lots that are supported by neighborhood amenities and public facilities. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. This zone is characterized by tree-lined local streets, an interconnected pedestrian circulation system, and proximity to schools and parks.

(2) *Principal uses.* Permitted principal uses in the R-2 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(3) *Conditional uses.* Permitted conditional uses in the R-2 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(d) R-3 - Residential Medium Density District.

(1) *Intent.* The Residential Medium Density District is intended to accommodate an integrated mix of small lot single-family detached dwellings, single-family attached dwellings, and multi-family dwellings. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. This zone is intended to provide a walkable environment supported by motorized and non-motorized transportation options, parks, and public gathering spaces that are ideal for people in all stages of life. Multi-family buildings are generally encouraged near viable business centers in order to facilitate appropriate densities. Street and open space designs in these areas shall be used to create compatibility among frontages, which encourage pedestrian interaction and discourage high automobile speeds.

(2) *Principal uses.* Permitted principal uses in the R-3 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(3) *Conditional uses.* Permitted conditional uses in the R-3 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(e) R-4 - Downtown Neighborhood District.

(1) *Intent.* The Downtown Neighborhood District is intended for the older neighborhoods adjacent to the downtown core that have smaller, more constrained lots than newer developments and specific architectural characteristics. These neighborhoods are intended to support a variety of housing types including detached and attached single family dwellings, as well as small-scale multi-family dwellings designed to be appropriately integrated into and that complement the area's character. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. Small-scale service establishments~~,~~ that add vibrancy to the overall Downtown area may also be incorporated when the character of the neighborhood is maintained. These areas are intended to be supported by a traditional, highly connected gridded street system with detached sidewalks, and that incorporate pocket parks and public gathering spaces.

(2) *Principal uses.* Permitted principal uses in the R-4 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(3) *Conditional uses.* Permitted conditional uses in the R-4 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(4) *Design Standards.* The following design standards shall apply to all new and infill development in the Downtown Neighborhood Zone District.

a. Principal residential buildings shall include a front porch on each ground floor unit to ensure new construction blends with the existing neighborhood character. Porches shall be a minimum of six (6) feet deep with a minimum overall dimension of forty-eight (48) square feet and may encroach into the required front setback by up to six (6) feet. Accessory Dwelling Units (ADUs) may, but are not required to include a front porch.

Figure #



b. New and infill buildings (not including Accessory Dwelling Units) shall include characteristics of the traditional architectural styles of the Downtown Neighborhood Area identified as Craftsman, Victorian and Farmhouse. Such features could include:

1. Gabled and cross-gabled rooflines;
2. Porches running the full length of the front façade
3. Rear loaded or detached garages that allow the front façade of the house to be the primary focus
4. Steeply-pitched rooflines, curlicue trims, ornate windows, and asymmetrical designs (Victorian);
5. Low-pitched rooflines with overhanging eaves, exposed rafters, and heavy, tapered columns (Craftsman); or
6. Simple design focusing on wood elements, board on batten siding and hand hewn timbers with a traditionally white color palette (Farmhouse).

7. Accessory Dwelling Units (ADUs) shall meet the Supplemental Accessory Use Standards of Section 15-4-40(e).

Figure #



[some sections left out if not proposed for amendments]

(g) Table of Dimensional Standards for Residential Zone Districts. All principal and accessory structures are subject to the dimensional standards set forth in the table below. These general standards may be further limited or modified by other applicable sections of this Land Use Code. General rules for measurement and exceptions are in Article 9, Definitions.

Zones	A	R-1	R-2	R-3	R-4	MH
	Lot Standards					
Minimum Site Area	5 acres	N/A	N/A	N/A	N/A	1 acre
Minimum Lot Area Per Dwelling	5 acres	0.5 acres	5,500 sq. ft. for detached 2,500 sq. ft. for attached	3,000 sq. ft. for detached 1,500 sq. ft. for attached	4,000 sq. ft. for detached 2,500 sq. ft. for attached	2,400 sq. ft.
Maximum Net Density	0.2 du/acre	2 du/acre	8 du/acre	24 du/acre	16 du/acre	10 du/acre
Minimum Lot Width	120 ft.	120 ft.	50 ft. for detached 25 ft. for attached	50 ft. for detached 25 ft. for attached	40 ft. for detached 25 ft. for attached	35 ft.

	Principal Building Setbacks					
Minimum Front Yard	50 ft.	50 ft.	20 ft.	15 ft.	15 ft.[1]	10 ft.
Minimum Front Yard to Attached Garage	60 ft.	50 ft.	25 ft.	20 ft.	20 ft.	NA
Minimum Side Yard	20 ft.	20 ft.	7 ft. for detached 0 ft. for attached	7 ft. for detached 0 ft. for attached	5 ft. for detached 0 ft. for attached	5 ft.
Minimum Side Yard (Corner Lot)	20 ft.	20 ft.	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot
Minimum Rear Yard	20 ft.	20 ft.	20 ft.	15 ft.	15 ft.	10 ft.
Minimum Rear Yard to Rear Entry Garage	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
	Accessory Building, Detached Accessory Dwelling Units (ADUs) and Detached Garage Setbacks					
Minimum Front Yard	60 ft.	60 ft.	35 ft.	35 ft.	35 ft.	25 ft.
Minimum Side Yard	20 ft.	20 ft.	7 ft.	7 ft.	5 ft.	5 ft.
Minimum Rear Yard	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
	Deck and Patio Cover Setbacks					
Minimum Rear Yard	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.

	Building and Structure Standards					
Maximum Building Height	35 ft.	35 ft.	35 ft.	35 ft.	28 ft.	16 ft. Park-Owned Common Structures - 35 ft.

1. Front porches may encroach into the front setback by up to six feet.

Sec. 15-3-30. Commercial and mixed-use districts.

[some sections left out if not proposed for amendments]

(c) C-3 - Mixed-Use Commercial District.

(1) *Intent.*

a. The Mixed-Use Commercial District is intended to be a setting for development of a wide range of community and regional retail uses, offices and personal and business services, and it is intended to accommodate a wide range of other uses, including multi-family housing and mixed-use dwelling units. The C-3 District should integrate various commercial and multi-family uses while transitioning from the highway to adjacent lower density neighborhoods. The intent of mixed-use areas is to cluster residential and non-residential uses in a compact, walkable setting. These areas provide ease of movement through both motorized and non-motorized transportation options offering convenient access for locals and visitors alike.

b. While some Mixed-Use Commercial District areas may continue to meet the need for auto-related and other auto-oriented uses, it is the Town's intent that the C-3 District emphasize safe and convenient personal mobility in many forms, with planning and design that accommodate pedestrians. Further, the C-3 District is intended to function with, rather than compete with, the Downtown District.

c. The highway corridor is a visible commercial area of the community. Attention to the architectural standards outlined in Section 15-9-90 is required for approval.

(2) *Permitted uses.* Permitted principal uses in the C-3 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(3) *Conditional uses.* Permitted conditional uses in the C-2 District shall be as listed in Section 15-4-20 Table of Allowable Uses.

(d) Table of Dimensional Standards for Commercial Zone Districts. All principal and accessory structures are subject to the dimensional standards set forth in the table below. These general standards may be further limited or modified by other applicable sections of this Land Use Code. General rules for measurement and exceptions are in Article 9, Definitions.

Zones	C-1	C-2	C-3
Lot Standards			
Maximum Floor Area Ratio	1:1	2:1	1:1
Maximum Net Residential Density	12 du/acre	12 du/acre	24 du/acre
Building Setbacks			
Minimum Front Yard	25 ft.	0 ft.	25 ft.
Minimum Side Yard[1]	0 ft.[1]	0 ft.	0 ft.[1]
Minimum Rear Yard	20 ft.	25 ft.[2]	20 ft.
Building and Structure Standards			
Maximum Building Height	35 ft.	35 ft.	45 ft.

Sec. 15-3-50. PUD—Planned Unit Development District.

(a) *Intent.*

(1) This Planned Unit Development (PUD) Overlay District is enacted pursuant to the Planned Unit Development Act of 1972 as amended (Section 24-67-101 et seq., C.R.S.). A PUD is an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space or other restriction to the existing land use regulations. The PUD is intended to be used as an overlay zone district that supplements the underlying standard zone district.

(2) The intent and purpose of this District is to permit and encourage innovative design and high quality, master-planned developments on parcels of land forty (40) acres in size or larger. This District is created to allow and encourage compatible uses to be developed in accordance with a unified development plan in harmony with the environment and surrounding neighborhood.

(3) PUDs are expected to preserve critical environmental resources, provide above-average open space and recreational amenities, including exceptional design and provide greater efficiency in the layout and provision of roads, utilities and other infrastructure.

(4) PUDs are intended to accommodate an integrated mix of residential housing types, lot sizes and densities. Residential portions of a PUD are expected to provide affordable housing or incorporate one or more methods of encouraging housing affordability as approved or agreed to by the Town.

(5) PUDs are intended to allow Accessory Dwelling Units (ADUs) as a permitted accessory use on any lot where single-family detached dwellings are permitted. PUD provisions are intended to include that Accessory Dwelling Units (ADUs) are approved administratively by Town staff and the construction or conversion of Accessory Dwelling Units (ADUs) may not be restricted in ways not otherwise permitted by this code.

(b) *Permitted uses.*

(1) Uses permitted in the PUD Overlay District shall be those uses permitted in the underlying standard zone district for the property.

(2) An applicant for a PUD Overlay District may request modifications to the permitted uses of the underlying zone district to remove those uses that may be deemed incompatible or inappropriate for the overall PUD development. Conditional uses may be permitted if it can be demonstrated that such uses meet the conditional use review criteria for the underlying zone districts.

Sec. 15-4-20. Table of Allowable Uses.

[some sections left out if not proposed for amendments]

Table 4.01-1 Table of Allowable Uses													
Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Residential													
Manufactured Home	P	P	P	P	P	P							Y
Mixed-Use Dwelling					C		P	P	P				
Multi-Family Dwelling				P	P				P				Y
Single-Family Attached Dwelling	C		P	P	P								Y
Single-Family Detached Dwelling	P	P	P	P	P								
Accessory Uses													
Accessory Building	P	P	P	P	P	P							Y
Accessory Dwelling Unit	P	P	P	P	P				P				Y
Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	Y
Home Occupation	P	P	P	P	P	P		P	P				Y

Sec. 15-4-30. Use Specific Standards.

[some sections left out if not proposed for amendments]

(ff) *Multi-Family Dwelling.*

(1) *R-4 Zone*.

a. A Multi-family Dwelling shall not exceed eight (8) dwelling units per building.

(uu) *Single-Family Attached Dwelling.*

(1) All Single-Family Attached Dwellings shall provide rear entry parking garages where alley access exists.

Sec. 15-4-40. Accessory Uses and Structures.

[some sections left out if not proposed for amendments]

(d) *General Standards for all Accessory Uses.* All accessory uses and buildings shall be subject to the general standards in this section and applicable supplemental standards in Section 15-4-40(e) and all standards applicable to the associated principal use as set forth in Article 4 Use Standards. Where a supplemental standard for a specific use is in conflict with the general standards, the supplemental standard shall be applied.

(1) *Size.* All accessory uses shall:

a. Be clearly subordinate in area, extent, and purpose to the principal use or structure; and

b. Not violate the bulk, density, parking, landscaping, or open space standards of this Land Use Code when taken together with the principal use or structure.

c. The floor area of any detached accessory building shall not exceed fifty percent (50%) of the floor area of the principal structure. The total combined floor area of all buildings shall not exceed the maximum lot coverage for the zoning district in which it is located. The Planning Director may authorize a building to exceed this percentage if the building is used as a guest house, Accessory Dwelling Unit (ADU), or is used for animal production or crop production associated with an agricultural use.

(2) *Function.* All accessory uses shall directly serve the principal use or building, and be accessory and clearly incidental to the principal use or building.

(3) *Timing.* Accessory uses shall not be constructed or established prior to the start of construction of the principal use or building. An accessory building shall not be used until the construction of the principal building is complete.

(4) *Height.* Accessory buildings shall be limited to a maximum height of twenty four (24) feet unless exempted from the height requirements in this Code.

(5) *Location.*

a. Accessory uses or buildings shall be located on the same lot as the principal use or building.

b. Accessory buildings shall not be located within platted or recorded easements.

c. The Planning Director may authorize an accessory building on a vacant lot if the structure is used for animal production or crop production associated with an agricultural use, or used in conjunction with a park or community garden.

(6) *Design Compatibility.*

a. Except where exempted, all accessory buildings shall be designed to be aesthetically compatible with the principal building. Compatibility shall be measured in terms of building materials, building orientation, building placement, and building mass. Non-enclosed stables, gazebos, greenhouses, and carports ten feet or less in height with a roofed area of three hundred (300) square feet or less are exempted from this compatibility requirement.

b. Applicants for accessory buildings not exempted in accordance with this subsection who request exceptions from the design compatibility requirements shall demonstrate screening methods or design features that will be used to minimize any potential adverse effects on neighboring properties.

(7) *Ownership.* Accessory uses or buildings shall be owned or operated by the same person as the principal use or buildings.

(e) *Supplemental Accessory Use Standards.*

(1) *Accessory Dwelling Unit.*

a. Number of Accessory Dwelling Units:

1. One (1) Accessory Dwelling Unit is allowed per single-family detached dwelling.

2. One (1) Accessory Dwelling Unit is allowed per single-family attached dwelling when there is only one (1) single-family attached dwelling on the lot.

3. Residential lots that are one half (1/2) acre or more in size may have one (1) detached Accessory Dwelling Unit in addition to one (1) internal or attached Accessory Dwelling Unit, but no more than one (1) of each type.

b. A Detached Accessory Dwelling Unit must comply with the required accessory setbacks of the zoning district in which the unit is located. If the accessory dwelling unit is part of the principal dwelling (attached), it must comply with principal building setbacks for the zoning district in which the unit is located.

c. An Accessory Dwelling Unit must comply with the zoning district's height requirements. An Accessory Dwelling Unit must not exceed the height of the principal dwelling.

d. An Accessory Dwelling Unit must not exceed 100% of the principal dwelling’s interior habitable area or one thousand two hundred (1,200) gross square feet, whichever is less.

e. An Accessory Dwelling Unit must connect utilities to those of the primary dwelling.

f. An Accessory Dwelling Unit shall be designed to be aesthetically compatible with the principal dwelling. Compatibility shall be measured in terms of one or more of the following: building materials, colors, building orientation, building placement, and building mass. Design compatibility requirements for Accessory Dwelling Units shall not be more restrictive than design requirements for the principal dwelling.

Sec. 15-5-50. Off-street parking and loading.

(a) *Purpose.* The purposes of this Section are to:

(1) Ensure that adequate off-street parking and loading facilities are provided for new land uses and changes in use;

(2) Minimize the negative environmental and urban design impacts that can result from excessive parking, driveways, and drive aisles within parking lots;

(3) Ensure that adequate off-street bicycle parking facilities are provided and promote parking that offers safe and attractive pedestrian routes;

(4) Establish standards and regulations for safe and well-designed parking, unloading, and vehicle circulation areas that minimize conflicts between pedestrians and vehicles within parking lots and surrounding land uses;

(5) Offer flexible means of minimizing the amount of area devoted to vehicle parking by allowing reductions in the number of required spaces in context-sensitive locations, including for qualifying multi-family dwellings and Accessory Dwelling Units (ADUs);

(6) Ensure compliance with provisions of the Americans with Disabilities Act (ADA); and

(7) Minimize the visual impact of off-street parking areas.

[some sections left out if not proposed for amendments]

(g) *Off-Street Parking Requirements.* Off-street parking shall be provided in accordance with the minimum ratios specified in Table 5.05.7-1.

Table 5.05.7-1: Minimum Parking Requirements

[some sections left out if not proposed for amendments]

Use	Minimum Parking Ratio
Residential	
Manufactured Home	2/DU
Mixed-Use Dwelling	1/DU
Multi-Family Dwelling	1/1 BRU
	1.5/2 BRU
	2/3 BRU
Single-Family Attached Dwelling	2/DU
Single-Family Detached Dwelling	2/DU
Accessory Uses	
Accessory Building	—
Accessory Dwelling Unit	—
Accessory Use	—
Home Occupation	1/DU
Open-Air Farmers' Market	5/acre

Attachment 4
Proposed Land Use Code Amendments
Clean Version

Sec. 15-9-20. Defined terms.

The words and phrases used in this Code shall have the meanings defined below unless otherwise specifically provided or unless clearly required by the context. Questions of definition or wording usage are interpreted by the Director based on the context of their usage and the intention of the section of this Code in which they occur.

[some sections left out if not proposed for amendments]

Accessory Dwelling Unit means an internal, attached, or detached dwelling unit that: (a) provides complete independent living facilities for one or more individuals; (b) is located on the same lot as a proposed or existing principal dwelling; and (c) includes facilities for living, sleeping, eating, cooking, and sanitation. An Accessory Dwelling Unit (ADU) shall not include terms such as or similar meaning to "motorhome," "multipurpose trailer," or "recreational vehicle (RV)"

Density means the overall average number of dwelling units located on the gross or net residential acreage (as applicable) contained within the development and calculated on a per-acre basis. Gross density is calculated by dividing the total number of units by the total acreage. Net density is calculated by dividing the [total number of units] by the [total acreage minus all publicly dedicated land].

Dwelling means a building used for living purposes and provides permanent provisions for living, sleeping, eating, cooking and sanitation.

Dwelling unit means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitary purposes.

Functional open space means open space which is large enough to serve a practical purpose, such as recreation, wildlife habitat or preservation of areas of agricultural, archeological or historical significance and shall exclude areas used for off-street parking, off-street loading, service driveways and setbacks from oil and gas wells or their appurtenances or other hazards to the public.

Lot size means the total horizontal area within the lot lines of a lot; synonymous with area of lot.

Lot width means the distance parallel to the front lot line, measured at the front building setback line. Lot width on a curving front lot line means the distance parallel to the tangent of the front lot line at the building setback line. The lot width and the lot frontage may have different lengths on an irregularly shaped lot as they are measured at different points on the lot.

Manufactured Home. A single-family dwelling which is partially or entirely manufactured in a factory; which is not less than twenty-four (24) feet in width and thirty-six (36) feet in length; which is installed on an engineered permanent foundation; which has brick, wood or cosmetically equivalent siding extending to the ground level; which has a pitched roof; which has the delivery system including wheels, tires, axles and tongue hitch removed; and which is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended.

Mixed use means the development of a lot, tract or parcel of land, building or structure with two (2) or more different principal uses, including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mixed-Use Dwelling. One (1) or more Dwelling units contained within a mixed-use building attached above the building's nonresidential uses (the mixed-use building may contain office or commercial uses below the residential use).

Multi-Family Dwelling. A dwelling contained in a structure also containing other dwellings in which each unit is attached to another at one (1) or more party walls and at either the floor or the ceiling. This includes apartments and manor style apartments. This does not include housing types commonly referred to as townhomes or duplexes, which are considered single-family attached dwellings.

Multitenant building or **development** means a building or series of buildings on a parcel or several parcels under common ownership, management, and control and whose occupants are distinct users that each occupy a portion of the multitenant building or development.

Off-street parking area means all off-street areas and spaces designed, used, required or intended to be used for the parking, storage, maintenance, service, repair, display or operation of motor vehicles, including driveways or access ways in and to such areas and circulation aisles throughout such areas, but not including approved outdoor storage areas as defined herein or public streets and rights-of-way.

Open space means any land or water area with its surface open to the sky, which serves specific uses of providing park and recreation opportunities, conserving natural areas and environmental resources, structuring urban development form and protecting areas of agricultural, archeological or historical significance. Open space shall not be considered synonymous with vacant or unused land but serves important urban functions. Usable open space shall exclude areas used for off-street parking, off-street loading, service driveways and setbacks from oil and gas wells and their appurtenances or other hazards to the public.

Parking lot means any off-street parking area as defined herein.

Primary Use has the same meaning as Principal Use.

Principal Use means the main purpose for which a building, land or structure is used; synonymous with Primary Use.

Single-Family Attached Dwelling. A dwelling contained in a structure that shares party walls with another dwelling. This includes housing types commonly referred to as duplexes and townhomes.

Single-Family Detached Dwelling. A dwelling that is not attached to any other principal dwelling or building by any means, excluding mobile homes and manufactured housing situated on a permanent foundation.

Board of Trustees

Proposed Amendments to Land Use Code: Housing Affordability

Presented by: Cody Bird, Planning Director
Town of Wellington Planning Department
April 8, 2025

Background

- **December 9, 2024: Planning Commission**
  - Work Session on Housing Needs & Affordability Assessment (Draft 1)

- **February 3, 2025: Planning Commission**
  - Presentation of Housing Needs & Affordability Assessment (Draft 2) and Discussion
  - Planning Commission directed Staff to consider code amendments for recommended housing strategies

- **February 11, 2025: Board of Trustees**
  - Presentation of Housing Needs & Affordability Assessment (Draft 2) and Discussion
  - Board of Trustees supported the draft housing strategy recommendations

- **March 3, 2025: Planning Commission**
  - Planning Commission reviewed the proposed Code Amendments and considered public comments before recommending approval of all amendments

- **April 7, 2025: Planning Commission**
  - Meeting held to accept the final version of the Housing Needs & Affordability Assessment

Advancing Goals for Affordable Housing

Step 1: Short-term, Lower costs, in-house staffing resources

Step 2: Short-term, Moderate costs, some outside resources

Step 3: Medium-term, Moderate costs, outside staffing resources required

Step 4: Longer-term, Higher costs, outside staffing resources required, funding required

TOWN OF WELLINGTON

Findings For Approval – Land Use Code Amendments

Section 15-2-50(d) of the Municipal Code: Findings for Approval

1) The amendment is not likely to result in significant adverse impacts upon the natural environment (including air, water, noise, stormwater management, wildlife, and vegetation) or such impacts will be substantially mitigated;

2) The amendment is necessary for the protection of health, safety, welfare, and morals of the community;

3) The amendment is consistent with the Comprehensive Plan and the intent stated in this Land Use Code; and

4) The amendment is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas.

TOWN OF WELLINGTON

Step 1, Goal 1: Increase Diversity of Housing Types

- Update District Intent statements for R-2, R-3, R-4, and PUD Districts
- Allow Manufactured Homes in the R-3, Residential Medium-Density District
- Allow Multi-Family Dwellings in the R-4 Downtown Neighborhoods District
- Limit Multi-family Dwellings in the R-4 Zone to a maximum of 8 dwelling units per building

What do these code amendments do?



Example of ADU; Source: Architectural Designs



Example of 8-plex; Source: ForRent



Image of Townhouses; Source: HY Engineering



Image of Stacked Duplex; Source: Missing Middle Housing

TOWN OF WELLINGTON

Step 1, Goal 2: Increase Diversity of Dwelling Sizes and Configurations

- Increase Maximum Net Density in R-2, R-3, R-4, and C-3 Zones
- Reduce the minimum lot widths for the R-2 Residential Zone District
- Reduce the R-2 minimum lot area to align with proposed decreased lot widths
- Reduce the R-3 minimum lot area
- Remove the “Minimum Floor Area (above grade) per Dwelling” regulation

Net and Gross Density

Density means the overall average number of dwelling units located on the gross or net residential acreage (as applicable) contained within the development and calculated on a per-acre basis.

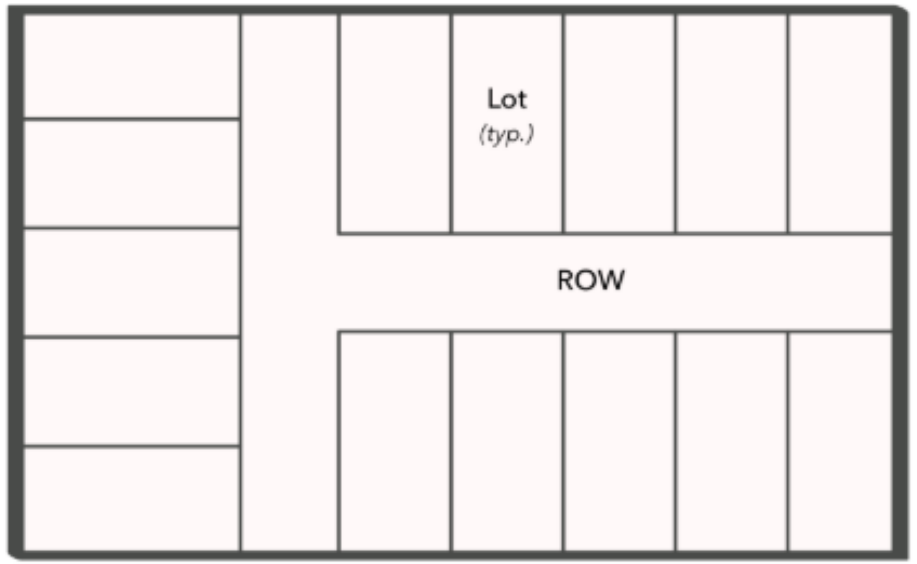
- Gross density is calculated by dividing the total number of units by the total acreage.
- Net density is calculated by dividing the [total number of units] by the [total acreage minus all publicly dedicated land].

Gross Density

Number of lots (or dwelling units) divided by the total development area, including ROW

In this example it's 15 single-family lots on 3 acres, or 5 dwelling units per gross acre

(5 d.u./ac.gr.)

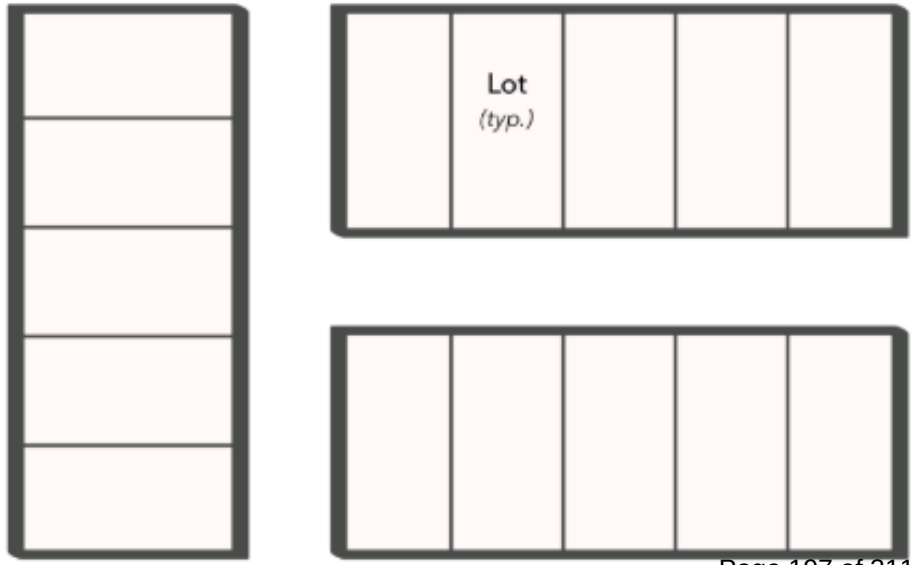


Net Density

Number of lots (or dwelling units) divided by the development area *minus* dedicated rights-of-way

In this example it's 15 single-family lots on 3 acres *minus* 0.5 acres of ROW, or 6 dwelling units per net acre

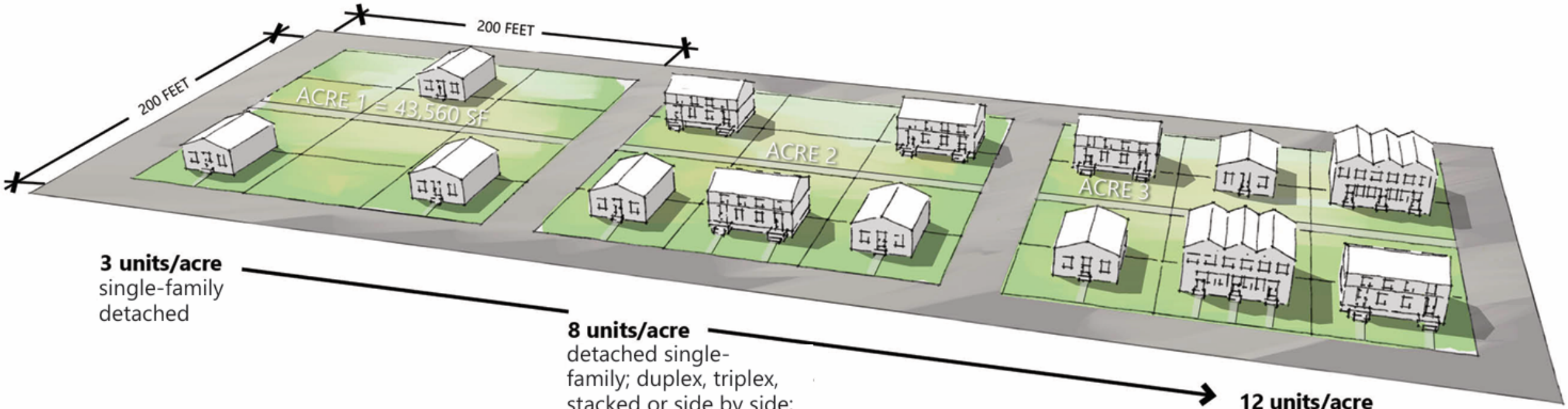
(6 d.u./ac.nt.)



TOWN OF WELLINGTON

Source: Manhattan, KS Development Code

Units Per Acre



3 units/acre
single-family detached

8 units/acre
detached single-family; duplex, triplex, stacked or side by side; townhomes.

12 units/acre
detached single-family; duplex, triplex, fourplex, stacked or side by side; townhomes; courtyard building and cottage courts; live-work, small-scale, low-rise apartments or condominiums.

TOWN OF WELLINGTON

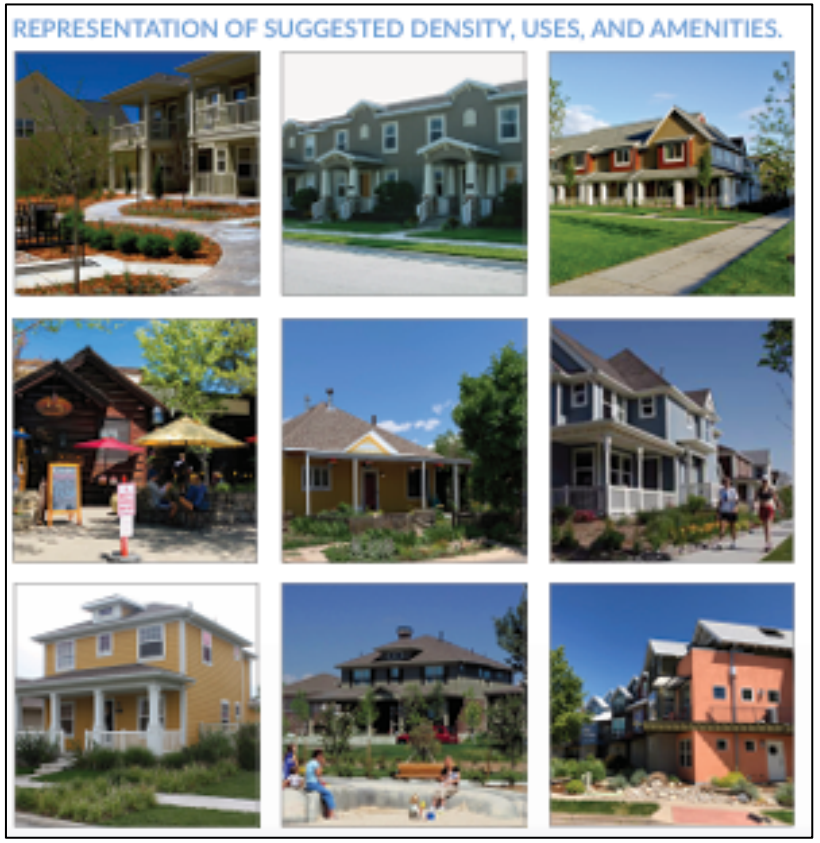
Source: Wellington Comprehensive Plan

Step 1, Goal 2: Increase Diversity of Dwelling Sizes and Configurations

- Increase Maximum Net Density in R-2, R-3, R-4, and C-3 Zones
- Reduce the minimum lot widths for the R-2 Residential Zone District
- Reduce the R-2 minimum lot area to align with proposed decreased lot widths
- Reduce the R-3 minimum lot area
- Remove the “Minimum Floor Area (above grade) per Dwelling” regulation

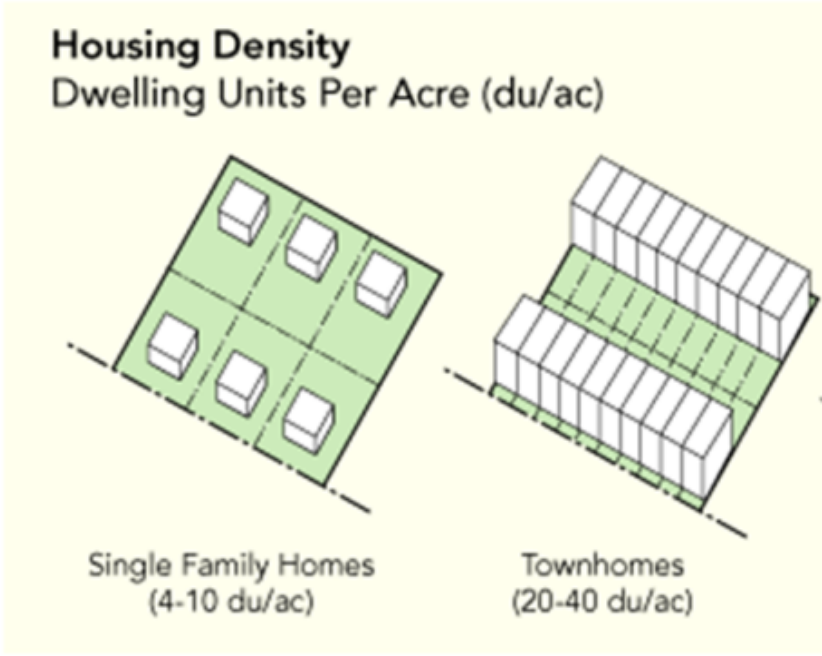
What do these Code amendments do?

Downtown Neighborhoods (4-12 DU/Acre)



Medium Density Residential (6-12 DU/Acre)





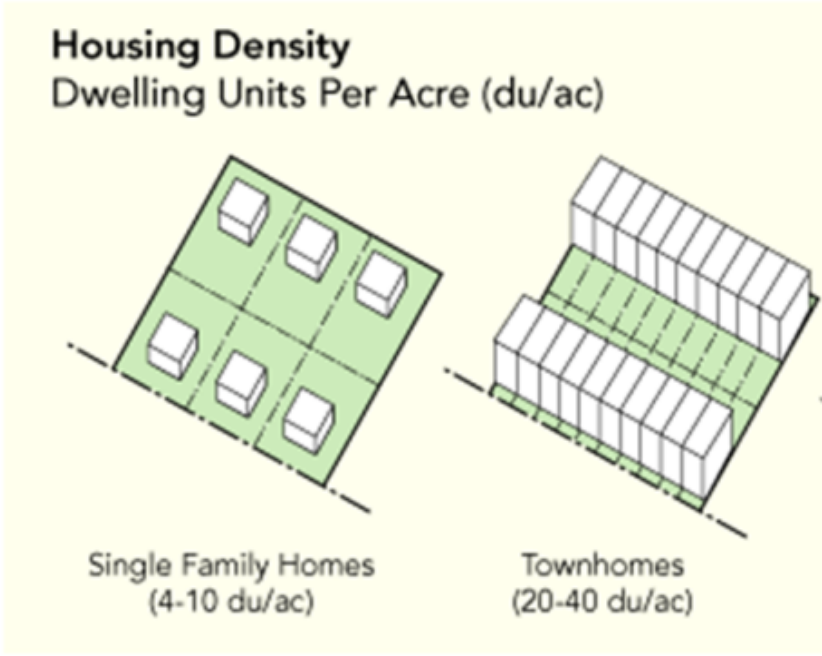
Source: Palo Alto Forward

TOWN OF WELLINGTON

What do these Code amendments do?

Mixed Use (6-12 DU/Acre)





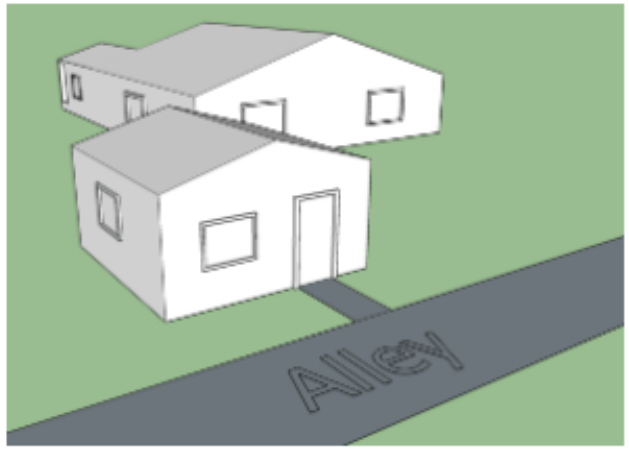
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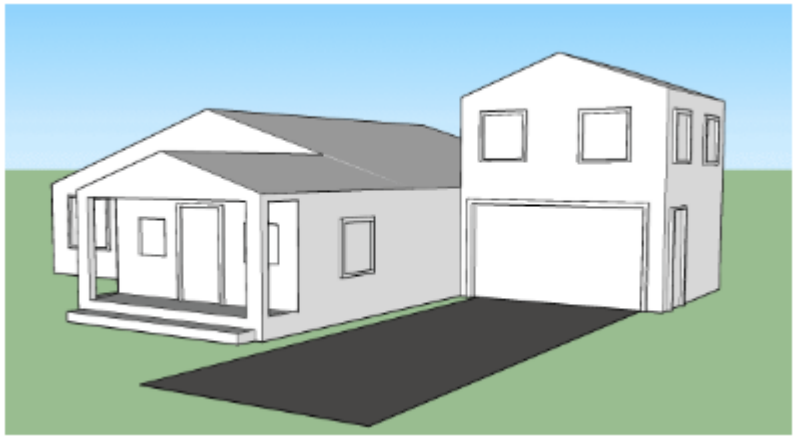
TOWN OF WELLINGTON

Step 1, Goal 3: Increase opportunities for Accessory Dwelling Units (ADUs)

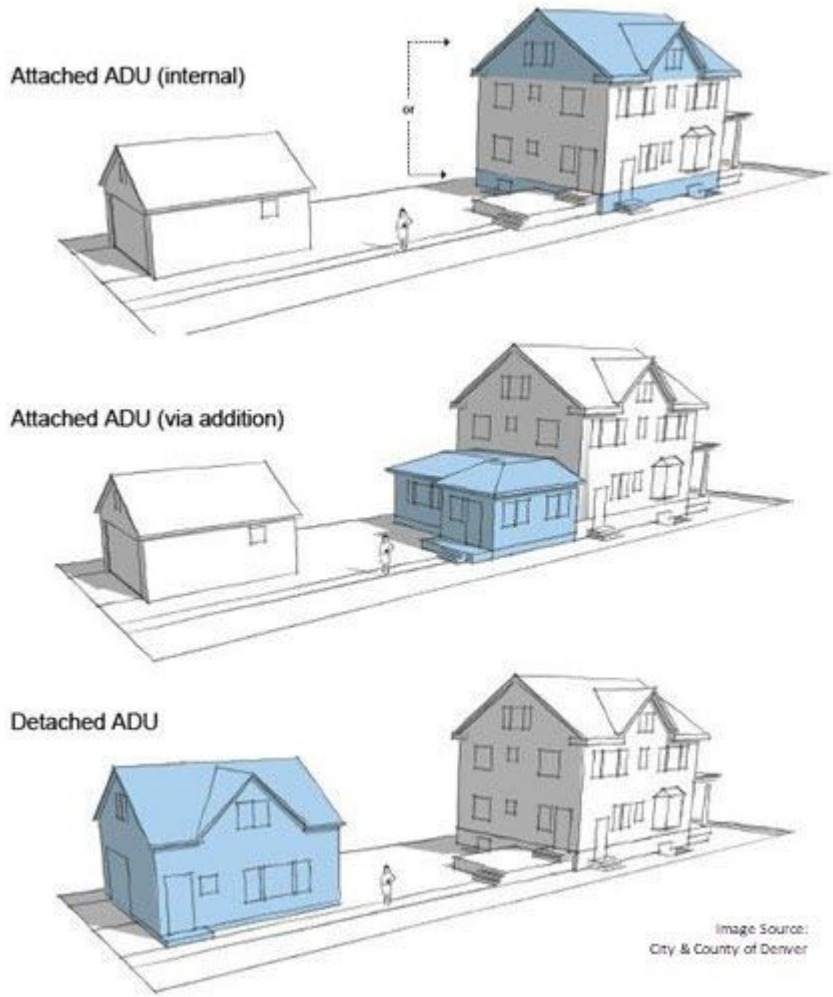
- Permit ADUs in the R-3 Residential Medium Density District
- Include Detached Accessory Dwelling Units (ADUs) with Accessory Buildings and Detached Garage Setbacks for consistency and clarity
- Simplify design criteria for ADUs
- Increase the number of ADUs on larger lots
- Amend allowable ADU size
- Update owner occupancy requirements
- Clarify R-4 Design Standards applicability for Principal Dwellings versus Accessory Dwelling Units

What do these Code amendments do?





Source: Town of Windsor



Source: City of Westminster

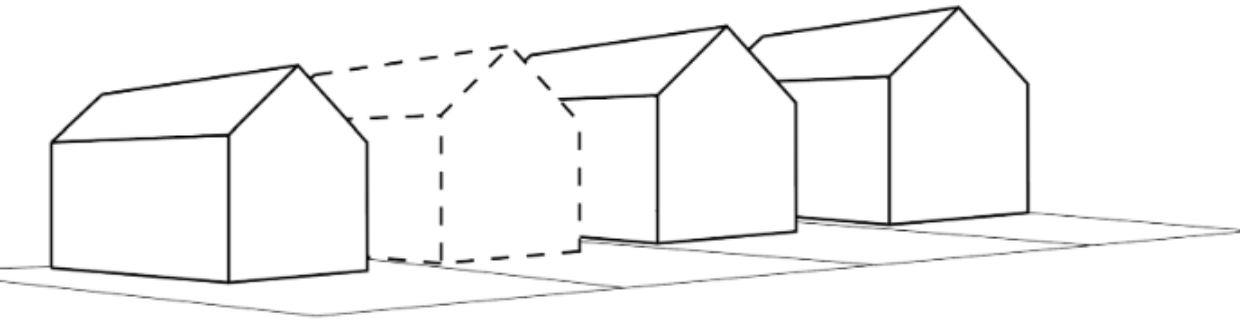
TOWN OF WELLINGTON

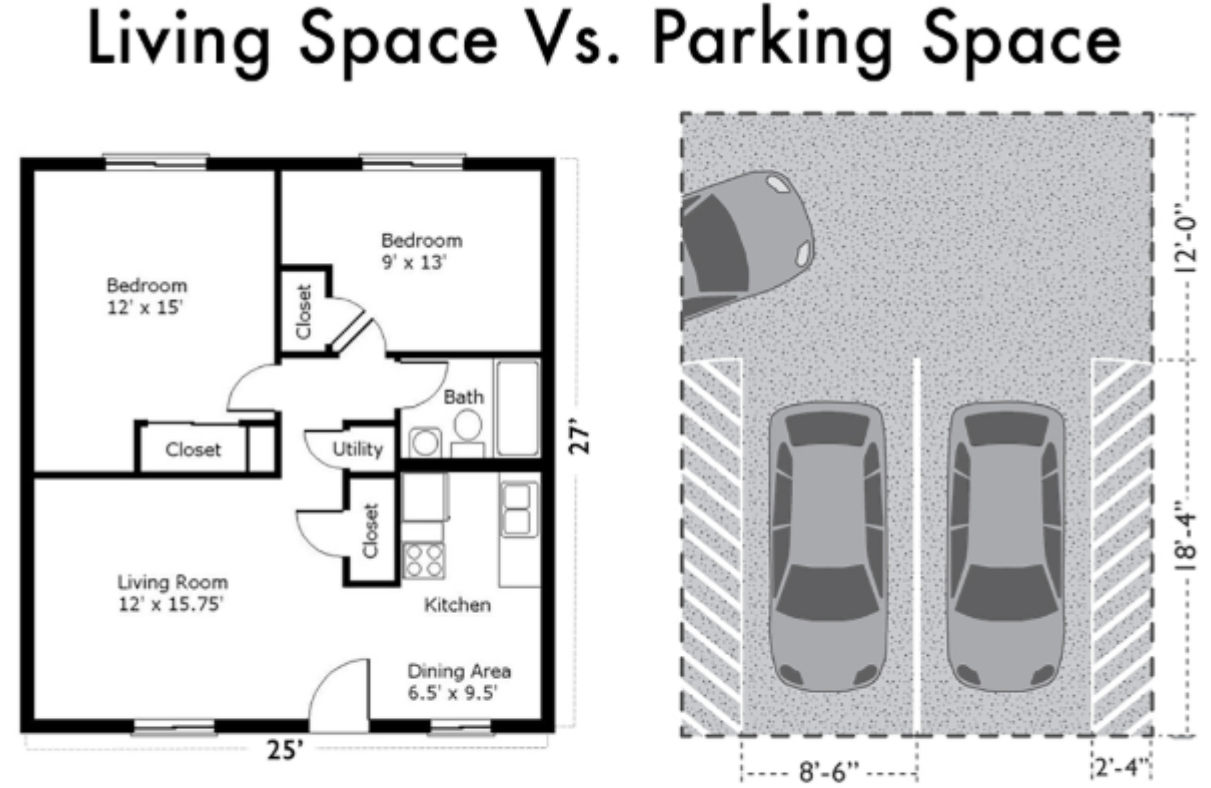
Step 1, Goal 4: Reduce Land Requirements and Costs for Multi-family Developments

- Remove regulation on Maximum Dwelling Units Per Structure
- Remove Use Specific Standard for Multi-family Dwelling that currently limits all zone districts to a maximum of 12 units per structure
- Remove requirement for Multi-family Dwellings to provide 20% of site for functional open space
- Update Table of Minimum Parking Requirements for Multi-family Dwelling, Mixed-Use Dwellings, and Accessory Dwelling Units

What do these Code amendments do?







TOWN OF WELLINGTON

Conclusion

- There is no one solution to housing needs and affordability

- The proposed Code amendments are intended to remove barriers and create opportunities for residents







TOWN OF WELLINGTON

Ordinance Adoption for Proposed Land Use Code Amendments

The Board of Trustees reviews the Findings for Approval for text amendments to the Land Use Code, and may take one of the following actions:

- Adopt the Ordinance as written;
- Adopt the Ordinance with revisions; or
- Postpone the item to a future Board of Trustees meeting

TOWN OF WELLINGTON

Questions or Comments?

TOWN OF WELLINGTON

Board of Trustees Meeting

Date: **April 8, 2025**
Subject: **Ordinance No. 08-2025 - An Ordinance Adopting Amendments to Chapter 15 of Land Use Code to Increase Opportunities for Housing Affordability**

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

EXECUTIVE SUMMARY

This agenda item is for the official action of the Board of Trustees for recommended text amendments to the Land Use Code to increase opportunities for housing affordability. Please refer to background materials, attachments and the staff report included in the public hearing agenda item.

BACKGROUND / DISCUSSION

The text amendments are recommended by staff and the Planning Commission. The recommendations are based on the findings and housing strategies identified in the Wellington Housing Needs & Affordability Assessment.

Amending the text of the Land Use Code is a legislative action by the Board of Trustees. Approval of text amendments to the Land Use Code requires adoption of an ordinance. A draft ordinance approving text amendments to increase opportunities for housing affordability is included with this report.

CONNECTION WITH ADOPTED MASTER PLANS

This action supports the following Board of Trustees' Strategic Plan priorities and the Town of Wellington Comprehensive Plan goals and strategies:
Strategic Plan 2025-2029
Grow Responsibly

- Improve Housing Diversity
- Advance Cohesive & Holistic New Developments
- Explore Financing Options for Development

Foster Economic Vibrancy

- Recruit New Businesses

Comprehensive Plan
Community Cohesion Goal 2. Ensure that existing and future residential developments contribute to enhancing quality of life.

- CC.2.1. Update the Land Use Code to allow a greater mix of housing types and styles that cater to a variety of families, including older adults, first time home-buyers, lower income earners, and people with disabilities, among others.
- CC.2.2. Support Housing Catalyst in their mission to provide affordable housing.

- CC.2.3. Identify incentives to encourage new housing developments and retrofits to include energy-efficient and water-wise materials and practices while ensuring homes are both affordable and cost comparable.

Thriving Economy Goal 4. Develop a supportive business environment that aids in creating a thriving local economy.

- TE.4.1. Balance residential with commercial land uses to promote local job opportunities and needed services for residents.

FISCAL IMPLICATIONS

The Wellington Housing Needs & Affordability Assessment is made possible by grant funding provided by the Colordado Department of Local Affairs (DOLA). The Town was awarded $52,500.00 in grant funds, with a 25% Town match requirement. The project is currently under budget, meaning there are unexpended grant funds remaining for additional housing affordability planning purposes.

There is not a significant cost to adopting recommendations for Land Use Code amendments. Minor expenses for publishing notices for public hearings, codification of the codes, and staff time are accounted for within the grant funds and the Town's annual operating budget.

Fiscal implications for implementing other recommendations of the Housing Needs and Affordability Assessment and other housing strategies, programs or policies will need to be considered in the future. The Board of Trustees considers future funding appropriations for programs and policies as part of the Town's annual budget process.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 08-2025, as presented, based on the following factors:

- The Land Use Code amendments are based on a detailed study and report of the community's Housing Needs & Affordability Assessment; and
- The Planning Commission held a duly advertised public hearing on the proposed Land Use Code amendments, and following public testimony, recommended to the Board of Trustees to adopt the proposed amendments; and
- A public hearing of the Board of Trustees was duly advertised and held on April 8, 2025 and public testimony was considered; and
- The applicable Findings for Approval for text amendments to the Land Use Code are satisfied.

MOTION RECOMMENDATION

Move to approve Ordinance No. 08-2025 - An Ordinance Adopting Amendments to Chapter 15 of Land Use Code to Increase Opportunities for Housing Affordability.

ATTACHMENTS

1. Ordinance 08-2025

TOWN OF WELLINGTON

ORDINANCE NO. 08-2025

AN ORDINANCE ADOPTING AMENDMENTS TO CHAPTER 15 OF THE MUNICIPAL CODE TO INCREASE OPPORTUNITIES FOR HOUSING AFFORDABILITY

WHEREAS, the Board of Trustees is authorized, pursuant to C.R.S. § 31-23-301, to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, the height and location of trees and other vegetation, and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes; and

WHEREAS, the Board of Trustees previously passed Resolution 36-2022: A Resolution Authorizing and Directing Application to the Colorado Department of Local Affairs (DOLA) for Grant Funding for Innovative Housing Opportunities Programs and Affordable Housing Incentives; and

WHEREAS, the Town of Wellington was awarded an Innovative Affordable Housing Planning Grant Program award by DOLA on November 28, 2022; and

WHEREAS, the awarded grant was used to study and to complete a Housing Needs & Affordability Assessment; and

WHEREAS, the Housing Needs & Affordability Assessment identifies challenges to meeting community needs and recommends strategies for regulatory changes that can increase opportunities for development of affordable housing units; and

WHEREAS, the Planning Commission conducted a public hearing on March 3, 2025, and following hearing testimony, recommended amendments to the Land Use Code and forwarded its recommendation of approval to the Board of Trustees, and

WHEREAS, the Town of Wellington 2025-2029 Strategic Plan includes goals to “improve housing diversity” and to “advance cohesive & holistic new development”, and

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

1. Chapter 15, Article 3, Section 20 “Residential zone districts” of the Wellington Municipal Code, subsection (c) “R-2 – Residential Low Density District,” subsection (1) is repealed and replaced with the following:

   (1) *Intent.* The Residential Low Density District is intended to accommodate a variety of detached and attached single-family uses on individual lots that are supported by neighborhood amenities and public facilities. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. This zone is characterized by tree-lined local streets, an interconnected pedestrian circulation system, and proximity to schools and parks.

2. Chapter 15, Article 3, Section 20 “Residential zone districts” of the Wellington Municipal Code, subsection (d) “R-3 Residential Medium Density District,” subsection (1) is repealed and replaced with the following:

   (1) *Intent.* The Residential Medium Density District is intended to accommodate an integrated mix of small lot single-family detached dwellings, single-family attached dwellings, and multi-family dwellings. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. This zone is intended to provide a walkable environment supported by motorized and non-motorized transportation options, parks, and public gathering spaces that are ideal for people in all stages of life. Multi-family buildings are generally encouraged near viable business centers in order to facilitate appropriate densities. Street and open space designs in these areas shall be used to create compatibility among frontages, which encourage pedestrian interaction and discourage high automobile speeds.

3. Chapter 15, Article 3, Section 20 “Residential zone districts” of the Wellington Municipal Code, subsection (e) “R-4 – Downtown Neighborhood District,” subsection (1) is repealed and replaced with the following:

   (1) Intent. The Downtown Neighborhood District is intended for the older neighborhoods adjacent to the downtown core that have smaller, more constrained lots than newer developments and specific architectural characteristics. These neighborhoods are intended to support a variety of housing types including detached and attached single family dwellings, as well as small-scale multi-family dwellings designed to be appropriately integrated into and that complement the area's character. Accessory Dwelling Units (ADUs) may accompany a principal dwelling. Small-scale service establishments that add vibrancy to the overall Downtown area may also be incorporated when the character of the neighborhood is maintained. These areas are intended to be supported by a traditional, highly connected gridded street system with detached sidewalks, and that incorporate pocket parks and public gathering spaces.

4. Chapter 15, Article 3, Section 20 “Residential zone districts” of the Wellington Municipal Code, subsection (e) “R-4 Downtown Neighborhood District,” subsection (4) is repealed and replaced with the following:

   (4) Design Standards. The following design standards shall apply to all new and infill development in the Downtown Neighborhood Zone District.
      a. Principal residential buildings shall include a front porch on each ground floor unit to ensure new construction blends with the existing neighborhood character. Porches shall be a minimum of six (6) feet deep with a minimum overall dimension of forty-eight (48) square feet and may encroach into the required front setback by up to six (6) feet. Accessory Dwelling Units (ADUs) may, but are not required to, include a front porch.

Figure #



b. New and infill buildings (not including Accessory Dwelling Units) shall include characteristics of the traditional architectural styles of the Downtown Neighborhood Area identified as Craftsman, Victorian and Farmhouse. Such features could include:
1. Gabled and cross-gabled rooflines;
2. Porches running the full length of the front façade;
3. Rear loaded or detached garages that allow the front façade of the house to be the primary focus;
4. Steeply-pitched rooflines, curlicue trims, ornate windows, and asymmetrical designs (Victorian);
5. Low-pitched rooflines with overhanging eaves, exposed rafters, and heavy, tapered columns (Craftsman); or
6. Simple design focusing on wood elements, board on batten siding and hand hewn timbers with a traditionally white color palette (Farmhouse).
7. Accessory Dwelling Units (ADUs) shall meet the Supplemental Accessory Use Standards of Section 15-4-40(e).

Figure #



5. Chapter 15, Article 3, Section 20 “Residential zone districts” of the Wellington Municipal Code, subsection (g) is repealed and replaced with the following:

(g) Table of Dimensional Standards for Residential Zone Districts. All principal and accessory structures are subject to the dimensional standards set forth in the table below. These general standards may be further limited or modified by other applicable sections of this Land Use Code. General rules for measurement and exceptions are in Article 9, Definitions.

Zones	A	R-1	R-2	R-3	R-4	MH
	Lot Standards					
Minimum Site Area	5 acres	N/A	N/A	N/A	N/A	1 acre
Minimum Lot Area Per Dwelling	5 acres	0.5 acres	5,500 sq. ft. for detached 2,500 sq. ft. for attached	3,000 sq. ft. for detached 1,500 sq. ft. for attached	4,000 sq. ft. for detached 2,500 sq. ft. for attached	2,400 sq. ft.
Maximum Net Density	0.2 du/acre	2 du/acre	8 du/acre	24 du/acre	16 du/acre	10 du/acre
Minimum Lot Width	120 ft.	120 ft.	50 ft. for detached 25 ft. for attached	50 ft. for detached 25 ft. for attached	40 ft. for detached 25 ft. for attached	35 ft.
	Principal Building Setbacks					
Minimum Front Yard	50 ft.	50 ft.	20 ft.	15 ft.	15 ft.[1]	10 ft.
Minimum Front Yard to Attached Garage	60 ft.	50 ft.	25 ft.	20 ft.	20 ft.	NA
Minimum Side Yard	20 ft.	20 ft.	7 ft. for detached 0 ft. for attached	7 ft. for detached 0 ft. for attached	5 ft. for detached 0 ft. for attached	5 ft.
Minimum Side Yard (Corner Lot)	20 ft.	20 ft.	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot	15 ft. on nonentry side of corner lot
Minimum Rear Yard	20 ft.	20 ft.	20 ft.	15 ft.	15 ft.	10 ft.
Minimum Rear Yard to Rear Entry Garage	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.

	Accessory Building, Detached Accessory Dwelling Units (ADUs) and Detached Garage Setbacks					
Minimum Front Yard	60 ft.	60 ft.	35 ft.	35 ft.	35 ft.	25 ft.
Minimum Side Yard	20 ft.	20 ft.	7 ft.	7 ft.	5 ft.	5 ft.
Minimum Rear Yard	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
	Deck and Patio Cover Setbacks					
Minimum Rear Yard	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
	Building and Structure Standards					
Maximum Building Height	35 ft.	35 ft.	35 ft.	35 ft.	28 ft.	16 ft. Park-Owned Common Structures - 35 ft.

1. Front porches may encroach into the front setback by up to six feet.

6. Chapter 15, Article 3, Section 30 "Commercial and mixed-use districts" of the Wellington Municipal Code, subsection (d) is repealed and replaced with the following:

(d) Table of Dimensional Standards for Commercial Zone Districts. All principal and accessory structures are subject to the dimensional standards set forth in the table below. These general standards may be further limited or modified by other applicable sections of this Land Use Code. General rules for measurement and exceptions are in Article 9, Definitions.

Zones	C-1	C-2	C-3
Lot Standards			
Maximum Floor Area Ratio	1:1	2:1	1:1
Maximum Net Residential Density	12 du/acre	12 du/acre	24 du/acre

Building Setbacks			
Minimum Front Yard	25 ft.	0 ft.	25 ft.
Minimum Side Yard[1]	0 ft.[1]	0 ft.	0 ft.[1]
Minimum Rear Yard	20 ft.	25 ft.[2]	20 ft.
Building and Structure Standards			
Maximum Building Height	35 ft.	35 ft.	45 ft.

7. Chapter 15, Article 3, Section 50 "Planned Unit Development District" of the Wellington Municipal Code, subsection (a) is repealed and replaced with the following:

(a) *Intent.*

(1) This Planned Unit Development (PUD) Overlay District is enacted pursuant to the Planned Unit Development Act of 1972 as amended (Section 24-67-101 et seq., C.R.S.). A PUD is an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space or other restriction to the existing land use regulations. The PUD is intended to be used as an overlay zone district that supplements the underlying standard zone district.

(2) The intent and purpose of this District is to permit and encourage innovative design and high quality, master-planned developments on parcels of land forty (40) acres in size or larger. This District is created to allow and encourage compatible uses to be developed in accordance with a unified development plan in harmony with the environment and surrounding neighborhood.

(3) PUDs are expected to preserve critical environmental resources, provide above-average open space and recreational amenities, including exceptional design and provide greater efficiency in the layout and provision of roads, utilities and other infrastructure.

(4) PUDs are intended to accommodate an integrated mix of residential housing types, lot sizes and densities. Residential portions of a PUD are expected to provide affordable housing or incorporate one or more methods of encouraging housing affordability as approved or agreed to by the Town.

(5) PUDs are intended to allow Accessory Dwelling Units (ADUs) as a permitted accessory use on any lot where single-family detached dwellings are permitted. PUD provisions are intended to include that Accessory Dwelling Units (ADUs) are approved administratively by Town staff and the construction or conversion of Accessory Dwelling Units (ADUs) may not be restricted in ways not otherwise permitted by this code.

8. Chapter 15, Article 4, Section 20 “Table of Allowable Uses” of the Wellington Municipal code is amended by the addition of Table 4.01-1, Table of Allowable Uses as follows:

    - Addition of “Manufactured Home” as a permitted use in the R-3 Zoning District;
    - Addition of “Accessory Dwelling Unit” as a permitted use in the R-3 Zoning District;
    - Addition of “Multi-Family Dwelling” as a permitted use in the R-4 Zoning District.

9. Chapter 15, Article 4, Section 30 “Use Specific Standards” of the Wellington Municipal Code, subsection (ff) is repealed and replaced with the following:

    (ff) *Multi-Family Dwelling.*

        (1) *R-4 Zone.*

            a. A multi-family Dwelling shall not exceed eight (8) dwelling units per building.

10. Chapter 15, Article 4, Section 30 “Use Specific Standards” of the Wellington Municipal Code, subsection (uu) is repealed and replaced with the following:

    (uu) *Single-Family Attached Dwelling*

        (1) All Single-Family Attached Dwellings Shall provide rear entry parking garages where alley access exists.

11. Chapter 15, Article 4, Section 40 “Accessory Uses and Structures” of the Wellington Municipal Code, subsection (d) is repealed and replaced with the following:

    (d) *General Standards for all Accessory Uses.* All accessory uses and buildings shall be subject to the general standards in this section and applicable supplemental standards in Section 15- 4-40(e) and all standards applicable to the associated principal use as set forth in Article 4 Use Standards. Where a supplemental standard for a specific use is in conflict with the general standards, the supplemental standard shall be applied.

        (1) *Size*. All accessory uses shall

            a. Be clearly subordinate in area, extent, and purpose to the principal use or structure; and
            b. Not violate the bulk, density, parking, landscaping, or open space standards of this Land Use Code when taken together with the principal use or structure.

c. The floor area of any detached accessory building shall not exceed fifty percent (50%) of the floor area of the principal structure. The total combined floor area of all buildings shall not exceed the maximum lot coverage for the zoning district in which it is located. The Planning Director may authorize a building to exceed this percentage if the building is used as a guest house, Accessory Dwelling Unit (ADU), or is used for animal production or crop production associated with an agricultural use.

(2) *Function.* All accessory uses shall directly serve the principal use or building and be accessory and clearly incidental to the principal use or building.

(3) *Timing*. Accessory uses shall not be constructed or established prior to the start of construction of the principal use or building. An accessory building shall not be used until the construction of the principal building is complete.

(4) *Height.* Accessory buildings shall be limited to a maximum height of twenty four (24) feet unless exempted from the height requirements in this Code.

(5) *Location*

a. Accessory uses or buildings shall be located on the same lot as the principal use or building.
b. Accessory buildings shall not be located within platted or recorded easements.
c. The Planning Director may authorize an accessory building on a vacant lot if the structure is used for animal production or crop production associated with an agricultural use or used in conjunction with a park or community garden.

(6) *Design Compatibility*

a. Except where exempted, all accessory buildings shall be designed to be aesthetically compatible with the principal building. Compatibility shall be measured in terms of building materials, building orientation, building placement, and building mass. Non-enclosed stables, gazebos, greenhouses, and carports ten feet or less in height with a roofed area of three hundred (300) square feet or less are exempted from this compatibility requirement.
b. Applicants for accessory buildings not exempted in accordance with this subsection who request exceptions from the design compatibility requirements shall demonstrate screening methods or design features that

will be used to minimize any potential adverse effects on neighboring properties.

(7) *Ownership.* Accessory use or buildings shall be owned or operated by the same person as the principal use or buildings.

12. Chapter 15, Article 4, Section 40 "Accessory Uses and Structures" of the Wellington Municipal Code, subsection (e) "Supplemental Accessory Use Standards," subsection (1) is repealed and replaced with the following:

(1) *Accessory Dwelling Unit.*

a. Number of Accessory Dwelling Units
    1. One (1) Accessory Dwelling Unit is allowed per single-family detached dwelling.
    2. One (1) Accessory Dwelling Unit is allowed per single-family attached dwelling when there is only one (1) single-family attached dwelling on the lot.
    3. Residential lots that are one half (1/2) acre or more in size may have one (1) detached Accessory Dwelling Unit in addition to one (1) internal or attached Accessory Dwelling Unit, but no more than one (1) of each type.
b. A Detached Accessory Dwelling Unit must comply with the required accessory setbacks of the zoning district in which the unit is located. If the accessory dwelling unit is part of the principal dwelling (attached), it must comply with principal building setbacks for the zoning district in which the unit is located
c. An Accessory Dwelling Unit must comply with the zoning district's height requirements. An Accessory Dwelling Unit must not exceed the height of the principal dwelling.
d. An Accessory Dwelling Unit must not exceed 100% of the principal dwelling's interior habitable area or one thousand two hundred (1,200) gross square feet, whichever is less.
e. An Accessory Dwelling Unit must connect utilities to those of the primary dwelling.
f. An Accessory Dwelling Unit shall be designed to be aesthetically compatible with the principal dwelling. Compatibility shall be measured in terms of one or more of the following: building materials, colors, building orientation, building placement, and building mass. Design compatibility requirements for Accessory Dwelling Units shall not be more restrictive than design requirements for the principal dwelling.

13. Chapter 15, Article 5, Section 50 “Off-street parking and loading” of the Wellington Municipal Code, subsection (a) “Purpose,” subsection (5) is amended as follows:

    (5) Offer flexible means of minimizing the amount of area devoted to vehicle parking by allowing reductions in the number of required spaces in context-sensitive locations, including for qualifying multi-family dwellings and Accessory Dwelling Units (ADUs);

14. Chapter 15, Article 5, Section 50 “Off-street parking and loading” of the Wellington Municipal Code, subsection (g) is amended as follows:
    Table 5.05.7-1: Minimum Parking Requirements

    The “*Residential”* and “*Accessory Uses”* sections of Table 5.05.701 are repealed and replaced with the following:

Use	Minimum Parking Ratio
Residential	
Manufactured Home	2/DU
Mixed-Use Dwelling	1/DU
Multi-Family Dwelling	1/1 BRU
	1.5/2 BRU
	2/3 BRU
Single-Family Attached Dwelling	2/DU
Single-Family Detached Dwelling	2/DU
Accessory Uses	
Accessory Building	—
Accessory Dwelling Unit	—
Accessory Use	—
Home Occupation	1/DU
Open-Air Farmers' Market	5/acre

15. The following definitions contained in Chapter 15 Article 9 Section 20 “Defined Terms” are repealed and replaced with the following:

Accessory Dwelling Unit means an internal, attached, or detached dwelling unit that: (a) provides complete independent living facilities for one or more individuals; (b) is located on the same lot as a proposed or existing principal dwelling; and (c) includes facilities for living, sleeping, eating, cooking, and sanitation. An Accessory Dwelling Unit (ADU) shall not include terms such as or similar meaning to “motorhome,” “multipurpose trailer,” or “recreational vehicle (RV)”.

Dwelling means a building used for living purposes and which provides permanent provisions for living, sleeping, eating, cooking and sanitation.

Dwelling unit means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitary purposes.

Mixed use means the development of a lot, tract or parcel of land, building or structure with two (2) or more different principal uses, including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mixed-Use Dwelling One (1) or more Dwelling units contained within a mixed-use building attached above the building's nonresidential uses (the mixed-use building may contain office or commercial uses below the residential use).

Multi-Family Dwelling means a dwelling contained in a structure also containing other dwellings in which each unit is attached to another at one (1) or more party walls and at either the floor or the ceiling. This includes apartments and manor style apartments. This does not include housing types commonly referred to as townhomes or duplexes, which are considered single-family attached dwellings.

Single-Family Attached Dwelling means a dwelling contained in a structure that shares party walls with another dwelling. This includes housing types commonly referred to as duplexes and townhomes.

Single-Family Detached Dwelling means a dwelling that is not attached to any other principal dwelling or building by any means, excluding mobile homes and manufactured housing situated on a permanent foundation.

16. Chapter 15 Article 9 Section 20 “Defined Terms” is amended by the addition of the following definitions:

Primary Use has the same meaning as Principal Use.

Principal Use means the main purpose for which a building, land or structure is used; synonymous with Primary Use.

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

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

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 8th day of April, 2025 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By:_____
Calar Chaussee, Mayor

ATTEST:

_____
Hannah Hill, Town Clerk

Board of Trustees Meeting

Date: **April 8, 2025**

Subject: **Ordinance No. 02-2025 - An Ordinance Granting Black Hills Colorado Gas, Inc. D/B/A Black Hills Energy, Its Lessees, Successors And Assigns, A Natural Gas Franchise And The Authority To Construct, Operate, Maintain, And Extend A Natural Gas Distribution Plant And System, And Granting The Right To Use The Streets, Alleys, And Other Public Places Within The Present Or Future Corporate Limits Of The Town Of Wellington, Colorado**

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

EXECUTIVE SUMMARY

The Black Hills Energy Franchise Agreement establishes a 20-year contract between the Town of Wellington and Black Hills Colorado Gas, Inc., granting the company a non-exclusive franchise to supply and distribute natural gas within the town. The agreement outlines terms related to franchise fees, infrastructure management, regulatory compliance, and operational responsibilities. The proposed franchise fee is set at 3% of gross receipts derived from gas sales within town limits.

The Town currently has active franchise agreements with Xcel Energy, Poudre Valley REA, and Comcast. Black Hills Energy has provided gas distribution to Wellington for many years but has never had a franchise agreement with the Town. This agreement solidifies the legal rights, responsibilities, and obligations of both the Town and Black Hills Energy.

BACKGROUND / DISCUSSION

The Town of Wellington would like to establish an agreement with Black Hills Energy to facilitate the continued operation and expansion of the natural gas distribution system within municipal boundaries. The agreement grants Black Hills Energy the right to install, maintain, and operate gas distribution infrastructure in public rights-of-way, subject to regulatory requirements and town oversight. The agreement includes provisions for:

- Franchise Term: The agreement will be in effect for 20 years from the approval date by the Colorado Public Utilities Commission.
- Franchise Fees: Black Hills Energy will collect and remit a 3% franchise fee on gross receipts from gas sales, providing revenue to the town.
- Infrastructure Management: The company is responsible for maintaining and upgrading its facilities while complying with town regulations regarding construction and public rights-of-way usage.
- Regulatory Compliance: The agreement aligns with state and federal regulatory requirements governing natural gas services.
- Emergency and Force Majeure Provisions: The agreement includes terms addressing service disruptions due to natural disasters or regulatory changes.
- Relocation and Coordination: Black Hills Energy will work with the town to minimize disruption during infrastructure projects, ensuring efficient coordination with municipal planning.

The agreement reflects standard franchise terms that balance the interests of the town, residents, and the utility provider. Notably, it includes provisions for fee adjustments, dispute resolution, and operational transparency

through financial audits and reporting mechanisms.

As a statutory town, Wellington is not required to have two readings of ordinances. Black Hills Energy has requested that there be two readings of the franchise agreement ordinance; first reading was held on March 25, 2025 and this is the second reading. Both readings have been properly noticed in the Coloradoan.

CONNECTION WITH ADOPTED MASTER PLANS

The Board of Trustees has requested options for new revenue streams for the Town. Additional funding could support many areas of the 2025-2029 Strategic Plan:
- Foster Economic Vibrancy - Economic development
- Cultivate & Nurture Community Spaces - Invest in meeting and gathering spaces
- Grow Responsibly - Housing diversity
- Ensure Strong Operations - Ensure safety and security, such as emergency response

FISCAL IMPLICATIONS

The primary fiscal impact of this agreement is the revenue generated from the 3% franchise fee, which is collected from customers (excluding municipal accounts) and remitted to the town. This fee will provide a steady source of income that can be allocated toward infrastructure maintenance, public services, and other municipal needs. Additionally, Black Hills Energy will reimburse the town up to $5,000 for reasonable expenses incurred during the franchise adoption process, such as legal review and publication costs.

The Town adopted through Ordinance No. 12-1991, an occupation tax on all gas companies operating in Town. This is currently a $20,000 annual payment received from Black Hills Energy to the Town of Wellington with an impact of about $.40 per customer, per month. If the Town were to adopt Ordinance No. 02-2025 with the 3% Franchise Fee on Gross Revenue, the result would be approximately $105,000 in annual revenue to the Town. This would be an average cost of $8,700 per month and an average customer cost of $2.04 per month.

There are no anticipated direct costs to the town associated with this agreement beyond routine administrative oversight and coordination. However, infrastructure projects requiring the relocation of gas facilities may incur costs, depending on whether they are initiated by the town or private developers. The agreement ensures that costs for town-initiated relocations are borne by Black Hills Energy, while private developers must cover relocation expenses for their projects.

At the March 25, 2025, Board of Trustee meeting, discussions included the potential use of funds from this franchise agreement to support an additional School Resource Officer (SRO) for Wellington schools during the 2025-2026 school year. The addition of a second SRO is still under discussion with Poudre School District, and many Trustees strongly support creating the position. If the franchise fee is approved and the SRO position is later authorized, the revenue can be tracked to help fund the role.

STAFF RECOMMENDATION

Staff recommends the Board of Trustees approve the Black Hills Energy Franchise Agreement as presented.

MOTION RECOMMENDATION

Move to approve Ordinance No. 02-2025 on Second Reading- An Ordinance Granting Black Hills Colorado Gas, Inc. D/B/A Black Hills Energy, Its Lessees, Successors And Assigns, A Natural Gas Franchise And The Authority To Construct, Operate, Maintain, And Extend A Natural Gas Distribution Plant And System, And Granting The Right To Use The Streets, Alleys, And Other Public Places Within The Present Or Future Corporate Limits Of The Town Of Wellington, Colorado

ATTACHMENTS

1. Ordinance No. 02-2025 Black Hills Energy - Wellington Franchise Agreement

TOWN OF WELLINGTON

ORDINANCE NO. 02-2025

AN ORDINANCE GRANTING BLACK HILLS COLORADO GAS, INC. D/B/A BLACK HILLS ENERGY, ITS LESSEES, SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE TOWN OF WELLINGTON, COLORADO

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, pursuant to Colorado statute and the Wellington Municipal Code, is vested with the authority of administering the affairs of the Town of Wellington, Colorado; and

WHEREAS, the Board of Trustees is authorized by state statute to enter into franchise agreements; and

WHEREAS, notice of first reading to take place on March 25, 2025 was published in the Coloradoan on March 4, 11, 2025; notice of second reading to take place on April 8, 2025 was published in the Coloradoan on March 26, 2025 and April 7, 2025.

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

FRANCHISE GRANTED
The Town of Wellington, Colorado (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public utility easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM
This franchise shall take effect on the first day of the month following the date this Ordinance is finally approved by the Colorado Public Utilities Commission (the “Effective Date”), at which

time Grantee will begin to collect the franchise fee set forth herein, and this franchise shall remain in effect for a period of twenty (20) years from the Effective Date of this Ordinance.

FRANCHISE FEES

In exchange for the franchise granted herein, Grantee shall collect from all customers, but not from the Town of Wellington, located within the corporate limits of Grantor and pay to Grantor an amount equal to three percent (3%) of gross receipts Grantee derives from the sale, distribution or transportation of gas delivered within the present or future limits of Grantor. Gross receipts as used herein are revenues received from the sale, distribution or transportation of gas, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Payment of the franchise fee does not exempt the Company from any other lawful tax or fee imposed generally upon persons doing business within the Town, including any fee for a right of way permit, a grading permit, or other lawful permits hereafter required by the Town, except that the franchise fee provided for herein shall be in lieu of any occupancy tax, or similar occupation tax for the use of Town Streets. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee's obligations under this section.

Grantee shall report and pay any amount payable under this Ordinance on a monthly basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of any franchise granted by the Town of Wellington, Colorado, to Grantee.

Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Colorado Public Utilities Commission or other authority having proper jurisdiction prohibits such recovery, then Grantee will no longer be obligated to collect and pay the franchise fee. Any customer refunds ordered by the Commission or other authority due to an unlawful or prohibited collection of the franchise fee collected by Grantee and remitted to Grantor shall be refunded by Grantor.

Within ten (10) days of the date of this ordinance, Grantor shall provide Grantee with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Grantee in determining whether their customers reside within Grantor's corporate limits. The Map along with Grantee's Geographic Information System ("GIS") mapping information shall serve as the basis for determining Grantee's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Grantor's corporate limits are changed by annexation or otherwise, it shall be the Grantor's sole responsibility to (a) update the Map so that the changes are included therein, and (b) provide the updated Map to the Grantee.

Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after Grantee's receipt from the Grantor of an updated Map including the annexed area, or (b) after Grantee's receipt from the Grantor of an updated Map including the annexed area as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee; provided, further that neither party shall have the obligation to correct a mistake, including but not limited to collection of the

fee by Grantee from its customers or remittance of that fee by Grantee to Grantor, that is discovered more than one (1) year after the occurrence thereof.

Grantor shall have access to and the right to examine, during normal business hours, such of Grantee's books, receipts, files, records and documents as is necessary to verify the accuracy of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, the mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor.

GOVERNING RULES AND REGULATIONS

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation with all physical improvements being performed in accordance with current design and construction standards as defined by the Town of Wellington Town Engineer.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee

shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation if those actions were completed in accordance with the current design and construction standards of the Town.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF GRANTEE'S FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Colorado Public Utilities Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

RELOCATION OF GRANTEE'S FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, Grantor Utility (water, wastewater, or storm drainage), public right-of-way, public easement, or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

COORDINATION WITH GRANTOR

For all new Grantee installation or replacement of infrastructure in Grantor's right of way longer than a quarter of a mile, Grantee will provide Grantor with a minimum notice of 30 days. For all installation or replacement of infrastructure not longer than a quarter of a mile in Grantor's right of way, Grantee shall provide Grantor with a minimum notice of 14 days.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. Grantee also acknowledges that Grantor is subject to the Colorado Open Records Act ('CORA") CRS § 24-72-201 et. seq. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall not be liable to Grantee for any disclosure of confidential information as required by CORA or by order of a legal or administrative proceeding.

FORCE MAJEURE

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Notwithstanding, the foregoing compliance with this Franchise or any other generally applicable regulation of the Grantor shall not be considered a force majeure event. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

INDEMNIFICATION AND HOLD HARMLESS

A. <u>Grantor Held Harmless</u>

Grantee, during the term of this Ordinance, agrees to indemnify and save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need indemnify or save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

B. Immunity

Nothing in this Section or any other provision of this agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Grantor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or of any other defenses, immunities, or limitations of liability available to the Grantor by law.

TERMINATION AND CURE

A. Notice / Cure / Remedies.

Except as otherwise provided in this franchise, if a party (the "breaching party") to this franchise fails or refuses to perform any of the terms or conditions of this franchise (a "breach"), the other party (the "nonbreaching party") may provide written notice to the breaching party of such breach. Upon receipt of such notice, the breaching party shall be given a reasonable time, not to exceed thirty (30) days, in which to remedy the breach, or, if such breach cannot be remedied in thirty (30) days, such additional time as reasonably needed to remedy the breach, but not exceeding an additional thirty (30) day period, or such other time as the parties may agree. If the breaching party does not remedy the breach within the time allowed in the notice, the nonbreaching party may exercise the following remedies for such breach:

(1) Specific performance of the applicable term or condition; and

(2) Recovery of actual damages (excluding special or consequential damages) from the date of such breach incurred by the nonbreaching party in connection with the breach.

B. Termination of Franchise by Grantor.

In addition to the foregoing remedies, if the Grantee fails or refuses to perform any material term or condition of this franchise (a "material breach"), the Grantor may provide written notice to the grantee of such material breach. Upon receipt of such notice, the Grantee shall be given a reasonable time, not to exceed ninety (90) days, in which to remedy the material breach or, if such material breach cannot be remedied in ninety (90) days, such additional time as reasonably needed to remedy the material breach, but not exceeding an additional ninety (90) day period, or such other time as the parties may agree. If the Grantee does not remedy the material breach within the time allowed in the notice, the Grantor may, at its sole option, terminate this franchise. This remedy shall be in addition to the Grantor's right to exercise any of the remedies provided for elsewhere in this franchise. Upon such termination, the Grantee shall continue to provide utility service to the Grantor and its residents (and shall continue to have associated rights and grants needed to provide such service) until the Grantor makes alternative arrangements for such service and until otherwise ordered by the PUC and the Grantee shall be entitled to collect from residents and shall be obligated to pay the Grantor, at the same times and in the same manner as provided in this franchise, an aggregate amount equal to the amount which the Grantee would have paid as a franchise fee as consideration for use of the public rights-of-way.

C. Judicial Review.

Any such termination shall be subject to judicial review as provided by law.

D. No Limitation.

Except as provided herein, nothing in this franchise shall limit or restrict any legal rights or remedies that either party may possess arising from any alleged breach of this franchise.

SUCCESSORS AND ASSIGNS

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns. In the event of assignment to a non-affiliated third party, assignment of this Franchise shall be subject to the written consent of the Grantor which shall not be unreasonably withheld.

NO THIRD PARTY BENEFICIARIES

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON WAIVER

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

ACCEPTANCE

Upon final passage and approval of this Ordinance by Grantor, in accordance with applicable laws and regulations, Grantee shall file its acceptance by written instrument, within sixty (60) days of passage by the Board of Trustees, with the Clerk of the Town of Wellington, Colorado. The Clerk of the Town of Wellington, Colorado shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or

provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

PAYMENT OF EXPENSES INCURRED BY GRANTOR IN RELATION TO FRANCHISE AGREEMENT

The Company shall pay for reasonable expenses up to $5,000 incurred for the franchise adoption, including the publication of notices, publication of ordinances, and photocopying of documents.

INTRODUCED AND CONSIDERED FAVORABLY BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO ON THE 25TH DAY OF MARCH, 2025,ON FIRST READING, AND APPROVED AND ADOPTED BY THE BOARD ON THIS 8TH DAY OF APRIL 8, 2025 ON SECOND READING

By: _____
Calar Chausee, Mayor

Attest:

_____
Hannah Hill, Town Clerk

CERTIFICATION

The undersigned, Hannah Hill, Town Clerk for the Town of Wellington, Colorado, does hereby certify that the above is a true and correct copy of an ordinance duly adopted by the Wellington Board of Trustees at a regular meeting duly convened on April 8, 2025 and was published in a paper of general circulation according to C.R.S. 31-32-103.

_____
(Signature)

SEAL

Board of Trustees Meeting

Date: **April 8, 2025**

Subject: **Resolution No. 13-2025 - A Resolution of the Town of Wellington, Colorado Approving a Consultant Agreement with Berry, Dunn, McNeil & Parker LLC for a Parks, Recreation, Open Space and Trails (PROST) Master Plan and Community Center Feasibility Study**

- **Presentation: Billy Cooksey, Parks, Recreation, Open Space and Trails Manager**

EXECUTIVE SUMMARY

A consultant agreement for professional services is being presented to the Board of Trustees for award to Berry, Dunn, McNeil & Parker, LLC. The consultant agreement will result in creation of master plan for the Parks and Recreation Department, a feasibility plan and rendering of a community center, evaluation of existing codes and policies, development of 5-10 year CIP plan, market and needs assessments, statistically valid community survey, programming and staffing analysis, and master plan implementation with funding strategies and continued process improvement. The 2025 approved budget includes funds for the consultant agreement. A competitive bid process was used to select a qualified consultant and the proposed award amount is within the budgeted funds available.

BACKGROUND / DISCUSSION

The most recent Parks and Trails Master Plan was presented and adopted by the Town of Wellington in 2015, which served as an update to the 2008 Parks and Trails Master Plan document. As the town has continued to grow and expand throughout the last decade, new parks, trails, recreation programs, and areas for amenitizing recreation have been developed for the community to enhance its well-being.

With new housing developments and potential land acquisitions bringing more recreational opportunities to the growing community, the PROST Advisory Board along with Town staff, have recognized the need to gain a greater understanding and roadmap of what the town's residents need to ensure positive emotional, mental, and physical livelihoods and continue to build a connection to a healthy and diverse quality of life in Wellington.

Town staff utilized the Request for Proposals (RFP) process from the Town's purchasing policy to solicit professional consultant services to assist in conducting a PROST Master Plan and Community Center Feasibility Study, assist with public engagement activities, and to perform analysis and make recommendations for strategies to continue to improve upon current amenities while envisioning the future improvements of parks, recreation programs, and open spaces with the community's best interest as a guidance.

The Town received proposals from five (5) consultant groups that were required to submit to the RFP and attend a mandatory pre-bid meeting. Proposals were reviewed and scored by a six-person selection committee comprised of Town staff and PROST Advisory Board members based on the following evaluation criteria defined in the RFP (attached):

1. Written Response demonstrating understanding of the project and scope of work, project approach, and methodology (35%);
2. Experience, qualifications, and technical capability of Consultant and proposed staff (20%);
3. Schedule and plan for managing and delivering the desired project (20%);

4. Demonstration of relevant project experience and references (15%) and;
5. Cost of service (10%).

After careful consideration of each proposal, and applying the above evaluation criteria, two (2) out of the five (5) consulting companies were asked to present further details about their RFP submission at an in-person interview with the selection committee. Following the consultant interviews, the selection committee unanimously recommended partnering with Berry, Dunn, McNeil & Parker LLC. Town staff and Berry Dunn staff developed the scope of services included in the consultant agreement for performing all the work necessary to complete the desired studies, analysis, public engagement and final recommendations to complete the project.

CONNECTION WITH ADOPTED MASTER PLANS

This action supports the following Town of Wellington Comprehensive Plan goals and strategies:

- Community Cohesion Goal 2 - Ensure that existing and future residential developments contribute to enhancing quality of life.
    - CC Strategy 2.5: Ensure adequate park, trail, and open spaces are added to land use mix as the population grows.

- Community Cohesion Goal 3 - Enhance, maintain, and increase recreational spaces and natural amenities so they can be enjoyed by all ages and abilities.
    - CC Strategy 3.1: Update the 2015 Parks and Trails Master Plan to develop a visionary network of accessible and connected trails and parks.
    - CC Strategy 3.2: Develop criteria to create and update the level of service standards for parks and open spaces to ensure public spaces are safe, illuminated, accessible, and clean.
    - CC Strategy 3.5: Promote the involvement of community members (of different backgrounds, ages, and abilities) in designing outdoor public spaces that can be enjoyed by all.

- Community Cohesion Goal 4 - Ensure residents and visitors are and feel safe.
    - CC Strategy 4.4: Collaborate with the community to ensure the provision of community spaces to host after school programs and recreational opportunities for the area youth.

This action supports the following Town of Wellington Board Strategic Plan Goals:

- Cultivate Community Spaces
    - Goal 1: Align needs and vision for community spaces.
    - Goal 2: Explore creating a community center.
    - Goal 3: Retain, revitalize and invest in meeting and gathering spaces.

- Ensure Strong Town Operations
    - Goal 1: Communicate strategically to community audiences.

FISCAL IMPLICATIONS

Funding for this project is provided in the approved 2025 Town of Wellington Fiscal Budget

- Parks Masterplan and Community Center Feasibility Study (211-80-4042) - $174,539.00

STAFF RECOMMENDATION

Staff recommends approving Resolution No.13-2025 for a consultant agreement with Berry, Dunn, McNeil & Parker LLC. for a not to exceed amount of $174,539.00.

MOTION RECOMMENDATION

Move to approve Resolution No. 13-2025: A Resolution of the Town of Wellington, Colorado Approving a Consultant Agreement with Berry, Dunn, McNeil & Parker LLC for a Parks, Recreation, Open Space and Trails (PROST) Master Plan and Community Center Feasibility Study for a not to exceed amount of $174,539.00.

ATTACHMENTS

1. Resolution 13-2025 Approving Consultant Agreement for PROST MP FS Study (5)
2. TOW & Berry Dunn - PROST Master Plan and Community Center Feasibility Study: Contract Agreement
3. Wellington RFP - PROST Master Plan and Community Center Feasibility Study
4. Summarized RFP Scoring Sheet - PROST MP

TOWN OF WELLINGTON

RESOLUTION NO. 13-2025

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO APPROVING A CONSULTANT AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER LLC FOR A PARKS, RECREATION, OPEN SPACE AND TRAILS (PROST) MASTER PLAN AND COMMUNITY CENTER FEASIBILITY STUDY

WHEREAS, the Town's Comprehensive Plan and Board Strategic Plan identify goals and strategies to cultivate and nurture community spaces, update the 2015 Parks and Trails Master Plan to develop a visionary network of accessible and connected trails and parks, explore creating a community center, align needs and visions for community spaces, improve physical spaces and systems for staff efficiency and collaboration, and to promote the involvement of community member (of different backgrounds, ages, and abilities) in designing outdoor public spaces that can be enjoyed by all; and

WHEREAS, the Town of Wellington desires to undertake a PROST Master Plan and Community Center Feasibility Study to achieve the goals and strategies of the Comprehensive Plan and Board Strategic Plan; and

WHEREAS, a consultant agreement is required to pursue the PROST Master Plan and Community Center Feasibility Study; and

WHEREAS, the Town of Wellington's staff have conducted an appropriate selection process to identify a qualified vendor to provide the required professional consulting services; and

WHEREAS, the Town of Wellington's approved 2025 budget includes suitable appropriation for the cost of the consultant agreement.

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

1. The consultant agreement with Berry, Dunn, McNeil & Parker LLC. is hereby approved in an amount not to exceed $174,539.00.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of April 2025.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

_____
Hannah Hill, Town Clerk

TOWN OF WELLINGTON
8225 THIRD STREET
P.O. BOX 127
WELLINGTON, CO 80549
TOWN HALL (970) 568-3381

PARKS, RECREATION, OPEN SPACE, TRAILS MASTER PLAN AND COMMUNITY CENTER FEASIBLILTY STUDY

CONSULTANT CONTRACT FOR SERVICES, GL No. 211-80-4042

Parties: The parties to this Contract are the Town of Wellington, 3735 Cleveland Avenue, Wellington, Colorado 80549 (Town) and Berry, Dunn, McNeil & Parker, LLC, 2211 Congress Street, Portland, ME 04012 (Consultant).

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

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2026. All services shall be completed during this term.

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

Responsibilities of the Consultant:

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

The scope of services shall be as defined within the Consultant's proposal and any further stipulation of the terms specified in Attachment A.

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

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

Reports, Maps, Plans, Models and Documents: A minimum of one (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract as relevant to this project shall be submitted to the Town. The Consultant shall also submit any computer program or spreadsheet developed as a part of this project. Digital media shall be labeled to provide sufficient detail to access the information on the media. Any user manuals shall be submitted to the Town with complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s).

Subcontracts:

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

(ii) Billing for Subcontracts: Billings for subcontractor services shall include any mark up as set forth in Attachment A. Subcontract costs shall be documented by attaching subcontractor billings to the Consultant's billing submittals.

Responsibilities of the Town:

Data to be Furnished: All information, data, drawings, reports, maps, etc. as are available to the Town and necessary for the carrying out of the scope of services shall be furnished to the Consultant without charge, and the Town shall cooperate with the Consultant in the carrying out of the project. The Consultant may rely on the information, data, etc. provided by the Town without further investigation.

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

General Provisions:

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

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

Audit and Access to Records: The Town shall have access to the books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Town, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract.

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

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

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

Conflicts of Interest: The 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.

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

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

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

Entirety of Contract: This Contract, consisting 21 pages including attachments, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

Equal Opportunity Clause: The 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.

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

Indemnification: The Consultant agrees to indemnify, save harmless, and defend the Town of Wellington and its officers, agents, volunteers, and employees from and against loss, damage, injury, liability, suits, and proceedings arising out of the performance of this Contract to the extent caused by the

negligence of the Consultant's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

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

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

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

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

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

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

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

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

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

Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

Ownership of Documents and Information: The Town owns all deliverables by the Consultant in the performance of this Contract. Upon termination of services for any reason and payment to Consultant, the Consultant agrees to return all such original and derivative information and documents to the Town in a useable format. Any use or reuse other than for the purposes set forth herein shall be at the Town's sole risk and liability. Nothing contained herein shall be deemed a transfer, assignment or divestiture by Consultant of its trade secrets, know-how or intellectual property.

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

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

Taxes: The 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.

Termination of Contract: This Contract may be terminated with cause by either party in advance of the specified termination date upon written notice being provided by the other party. Unless the Town determines a default is not remediable, there have been prior violations with notice, or a default is determined to be detrimental to public safety, the party in violation will be given thirty (30) working days after notification to correct and cease the violations after which the Contract may be terminated for cause. This Contract may be terminated without cause in advance of a specified expiration date by either party upon thirty (30) days prior written notice being given by the other party.

Project Requirements:

Final Deliverables and Stamping: The Consultant shall use the Contract Scope of Services as the outline for draft and final reports or technical memoranda so that Consultant compliance with Contract provisions can be verified. If the final report or technical memoranda contain information of an engineering nature, the cover of the final report, memoranda, all plates, and any executive summary must be stamped and signed by a Professional Engineer licensed in the State of Colorado.

In addition to the paper submittal, the Consultant shall provide the final documents and related materials in a digital format. This digital report shall be contained on CD(s), USB drive(s), or other media as approved by the Town and shall be in Adobe Acrobat (PDF) format.

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

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

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Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board, the Town agrees to pay the Consultant an amount based on the approved hourly rates and reimbursable expenses price schedules shown in Exhibit B for the services described in Exhibit A and incorporated by reference as part of this Contract. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel. Total payment under this Contract shall not exceed $174,539.00 DOLLARS.

Project Budget: The anticipated project budget for the task(s) included in Exhibit A is as stated below. The amounts shown for each task are not to be exceeded unless authorized by the Town. The Contract total amount is controlling.

Task	Estimated Cost
Phase 1: Discovery and Internal Review	$ 8,939.00
Phase 2: Needs Assessment	$ 94,353.00
Phase 3: Program Master Plan	$ 17,227.00
Phase 4: Visioning	$ 5,543.00
Phase 5: PROST Master Plan, Implementation, and Action Plan Development	$ 46,065.00
Phase 6: Implementation	$ 2,412.00
Total Project Cost	**$174,539.00**

Billing Statements: Billing statements shall be submitted no more often than monthly, on or before the 10th calendar day of each billing month, for activities and costs accrued since the last billing report and shall be made on forms approved by the Town. Each billing statement must include written justification of the cost items contained in the billing statement. Billing statements shall be transmitted electronically to project manager: PROJECT MANAGER AND EMAIL.

Payment Procedures: The Town shall pay the Consultant upon receipt of billing reports as the services are performed for the task(s) outlined in Attachment. The Town will initiate the payment process upon the receipt of a verified statement of services, and payment shall be made within thirty (30) days following receipt of billing.

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

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

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

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Signatures:

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

TOWN OF WELLINGTON

Signature	Date
Printed Name	Title
Primary Contact Printed Name	Contact Info. (email, phone, etc.)
Witness Signature (if required)	Date
Printed Name	Title

CONSULTANT.

Charles Snow; COO

Digitally signed by Charles Snow; COO
Date: 2025.03.31 16:55:08 -04'00'

Signature	Date
Printed Name	Title
Primary Contact Printed Name	Contact Info. (email, phone, etc.)
Witness Signature (if required)	Date
Printed Name	Title

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Project Work Plan

Below and on the following pages, we present our work plan intended to achieve the Town's goals and objectives for this important initiative. We look forward to discussing our approach with the Town and further customizing our work plan to best accommodate the Town's master planning needs.

1 PHASE 1: DISCOVERY AND INTERNAL REVIEW

1.1 Conduct Virtual Initial Project Planning. We will conduct an initial project planning and discovery session to identify stakeholder groups, project team members, project milestones, and expectations. We will discuss our proposed project schedule, project work plan, and roles and responsibilities. Outcomes of this discussion will be used to develop the Project Work Plan and Schedule in Task 1.2.

1.2 Develop a Project Work Plan and Schedule. We will develop a Project Work Plan and Schedule, which will outline our communication and scope; review a timeline to schedule project meetings; and confirm stakeholder groups. In addition, the Project Work Plan will incorporate agreed-upon procedures between BerryDunn and the Town related to project control, including quality management and deliverable submission/acceptance management.

Deliverable 1
Project Work Plan and Schedule

1.3 Conduct a Data Review. One of the most important elements of this process will be our team's ability to gain a breadth of knowledge about plans, structure, operations, and systems, as well as the Town's staff and community. To start the process, we will submit an information request to the Town's project team to gather applicable documents and data. We may request recent and current planning work, such as copies of the Town's:

- Existing local and regional studies
- Current policies (e.g., Land Use Code)
- Plans (i.e., Town of Wellington Comprehensive Plan, 2015 Parks Master Plan)
- Agreements
- Geospatial data
- Amenity inventory

The Town will only be asked to provide documents and data that is available; we will not ask the Town to produce any new documentation to satisfy the request. All information gathered will be reviewed by our team to inform our understanding of the current environment, glean insights from work completed to date, and minimize impacts to Town staff during the work effort.

1.4 Facilitate a Kickoff Presentation. We will conduct an on-site kickoff presentation with the Town's project team that will serve as an opportunity to introduce our project team members, discuss project goals, present our project approach and methodology, review the final schedule of key project dates, and answer any questions the Town's project team may have. While on-site, we will also tour areas of the system and relevant parks, recreation facilities, open space, and trails resources. This tour will give us a grounded exposure to physical resources, user experience, and staff environments.

1.5 Conduct status update meetings. We will conduct status update meetings with the Town's project manager on a weekly or biweekly cadence to communicate current and anticipated project management needs, provide updates on project

progress and the schedule, and discuss potential risks and issues.

2 PHASE 2: NEEDS ASSESSMENT

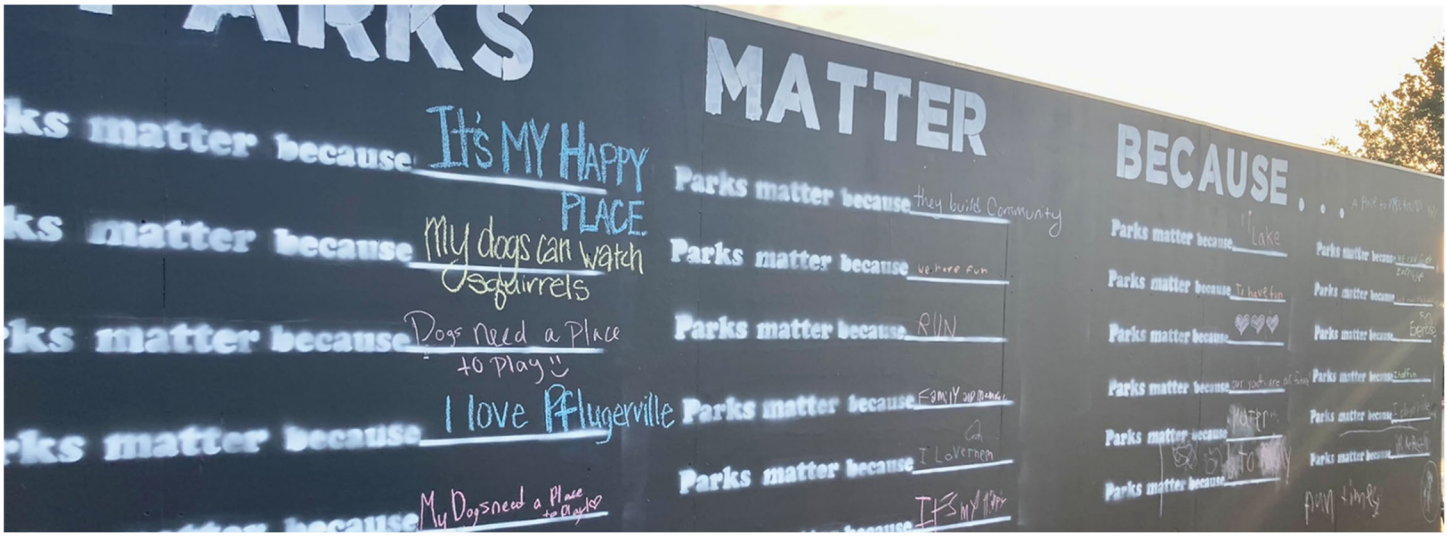
2.1 CREATE A DETAILED ENGAGEMENT STRATEGY. To reach a broader section of community members, we have proposed a hybrid approach for this master planning project. We chose this approach for the following reasons:

- An interactive, virtual project site can give residents a "home base" to give opinions and check on ongoing events. This consistent access to project communication will support our stated goal to engage the community throughout the engagement.
- In-person events will play a key role in reaching disconnected community groups or groups with limited access to technology.
- Multiple channels of engagement will support efforts to include users and non-users within the Town's system.

As we develop a Detailed Engagement Strategy with the Town, we will discuss both virtual and in-person options, identify and describe methods of community involvement, identify key stakeholders, create a schedule for public input events and surveys, develop a schedule for the promotion and coordination of stakeholder input events, and identify specific stakeholder interview and focus group questions. The Detailed Engagement Strategy will also be developed with the Town's culture and identity in mind.

Deliverable 2
Detailed Engagement Strategy for External Community Input Analysis





2.2 Develop a Project Website and Engagement Portal.

We will work with Town staff to create a customized project website that will keep the community informed of the project. The Town's customized engagement site will also provide community members a means to share valuable input. This interactive online tool helps strengthen the Town's relationship with its stakeholders, resulting in a diverse collection of feedback and better-informed planning outcomes.

We will collaboratively determine which tools will best serve the desired outreach outcomes. We anticipate that the Town will see value in utilizing surveying, mapping tools, forums, and ideas walls, and we look forward to discussing and customizing this site to reflect the needs and desires, goals and objectives, and community culture of the Town.

Note: Our team will plan to maintain the project website throughout the planning process to keep residents and staff up to date on project progress and promote any participatory events.

Deliverable 3
Online Engagement Platform Development and Administration

2.3 Conduct Internal Leader and Staff Activities.

Internal engagement with the Town will include interviews and focus groups with leadership, management, and staff to conduct fact-finding activities, focusing on recreation programs, services, and facility operations. We anticipate three meetings with:

- Town leadership
- Programmers
- Senior Programs Committee
- Administrative team members
- Key full- and part-time staff
- Other Town staff as needed

These meetings will provide internal stakeholders an opportunity to provide input related to the future direction of the Town's parks, trails, pathways, green spaces, open spaces, and associated recreation centers and facilities improvements and needs. Staff perspectives are extremely important, and our approach intentionally involves staff throughout the



Inclusive Engagement

BerryDunn and our local team members will engage in targeted outreach to underrepresented communities, including but not limited to communities of color, low-income communities, immigrant and refugee communities, communities facing health disparities, elderly residents, and more. To help ensure recommendations promote equitable outcomes, we must not only lower barriers to participating in the planning process but also actively prioritize engagement of entities working with communities facing the highest barriers to accessing parks, recreation, and natural areas. We will conduct demographic research and identify priority communities and geographies for targeted outreach. Results will serve as the foundation for community engagement efforts moving forward. We commonly use a hybrid approach to engagement, using in-person and digital strategies to reach more members of the community. We partner with local groups—including sports organizations, faith-based groups, and other community leaders—to meet community members where they are and encourage broader participation.

entire process, as they will have responsibility for implementing the recommendations.

2.4 Facilitate Stakeholder Meetings. To gather information related to needs and interests, we will hold three meetings with key stakeholders composed of community leaders from the Town, school district representatives, user groups, homeowner associations, neighborhood associations, friends groups, alternative providers, and other groups or individuals as identified.

2.5 Host Public Input Sessions. Our team will facilitate four public focus groups to collect input from key community stakeholders. We will seek input from businesses, nonprofits, public agencies, and volunteer partners, as well as any neighborhood alliances and representatives. Further, we will routinely reach out to representatives of identified under-represented population groups and engage them in the assessment and recommendations development process, helping to ensure an inclusive and equitable engagement process.

The assigned groups, community activities, and locations are suggestions; we anticipate working with the Town to identify which groups and individuals will participate in engagement activities.

Our team aims to anticipate obstacles to participation, which might include technology barriers, special needs, childcare, language barriers, and work schedules. During our strategy development, we will work with the Town to organize events that are child-friendly; physically accessible for those with hearing, vision, or mobility challenges; and scheduled at a variety of times to widen attendance. Additionally, we will leverage Social Pinpoint's language feature to provide multiple language options on the project site.

2.6 Conduct a Statistically Valid Survey. BerryDunn is a strong proponent of including surveys as part of all planning projects to reflect the quantitative needs of a community most accurately. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically valid survey is the only defensible mechanism that provides feedback from non-users, who are most likely taxpayers.













We will work with ETC to create a geographically diverse survey to be mailed to a representative sample of households within the Town. The survey will provide critical information in determining community values, satisfaction levels, needs and priorities, preferred marketing channels, level of awareness, current usage levels, and demographic information for long-range planning efforts.

Deliverable 4
Statistically Valid Community Survey

2.7 Prepare an Engagement Feedback Summary. Our team will provide a summary of insights gleaned through the engagement process. Key findings generated from the staff engagement and community engagement activities will be assessed in relationship to each other. We will identify the common themes woven throughout the meetings, electronic engagement tools, and potential service gaps, as well as any pertinent observations garnered through the feedback. This assessment of community needs will help inform recommendations. Finally, we will include an executive summary and clear, actionable recommendations. We will present engagement findings in a public meeting to promote transparency and buy-in for the process and project outcomes.

Deliverable 5
Engagement Feedback Summary

2.8 Conduct a Market Assessment. Conducting a market assessment involves a structure approach to gather, analyze, and interpret data about a specific market. This task is crucial for understanding the current market conditions, identifying opportunities, and making informed decisions. We will assess the community by:

- **Analyzing Demographics and Population Projections.** To provide insight into the potential market for the Town's parks, facilities, open space, and trails, we will conduct a demographic analysis and market profile of the Town. Our team will utilize all information available from previous planning efforts, County, the U.S. Census Bureau, Esri, and other national and local sources. We will work directly with Town leadership to help document growth, redevelopment areas, and land use changes. A detailed demographic analysis based on service areas will outline trends and information that could affect the need for land acquisition, development, and regional planning.
- **Gathering mobility data and user geo-analysis.** To delve deeper into community data, BerryDunn uses software powered by artificial intelligence (AI) to analyze mobile data for our clients.

  We utilize an advanced foot traffic analytics platform that leverages mobile location data to better understand current and potential users, usage patterns, and local and national competitors. This data provides detailed insight into how people move in and out of physical spaces such as parks, recreation centers, stores, shopping malls, and other public spaces. These insights can be used to help the Town optimize operations by recognizing usage and travel patterns and use data-driven decisions for future programming and facilities. These powerful analytics



capabilities are made possible by a proprietary machine learning algorithm that processes billions of location data points. The data is collected based on high level mobile data and does not collect any sensitive user information such as actual home or work locations or names.

Deliverable 6
Market Assessment

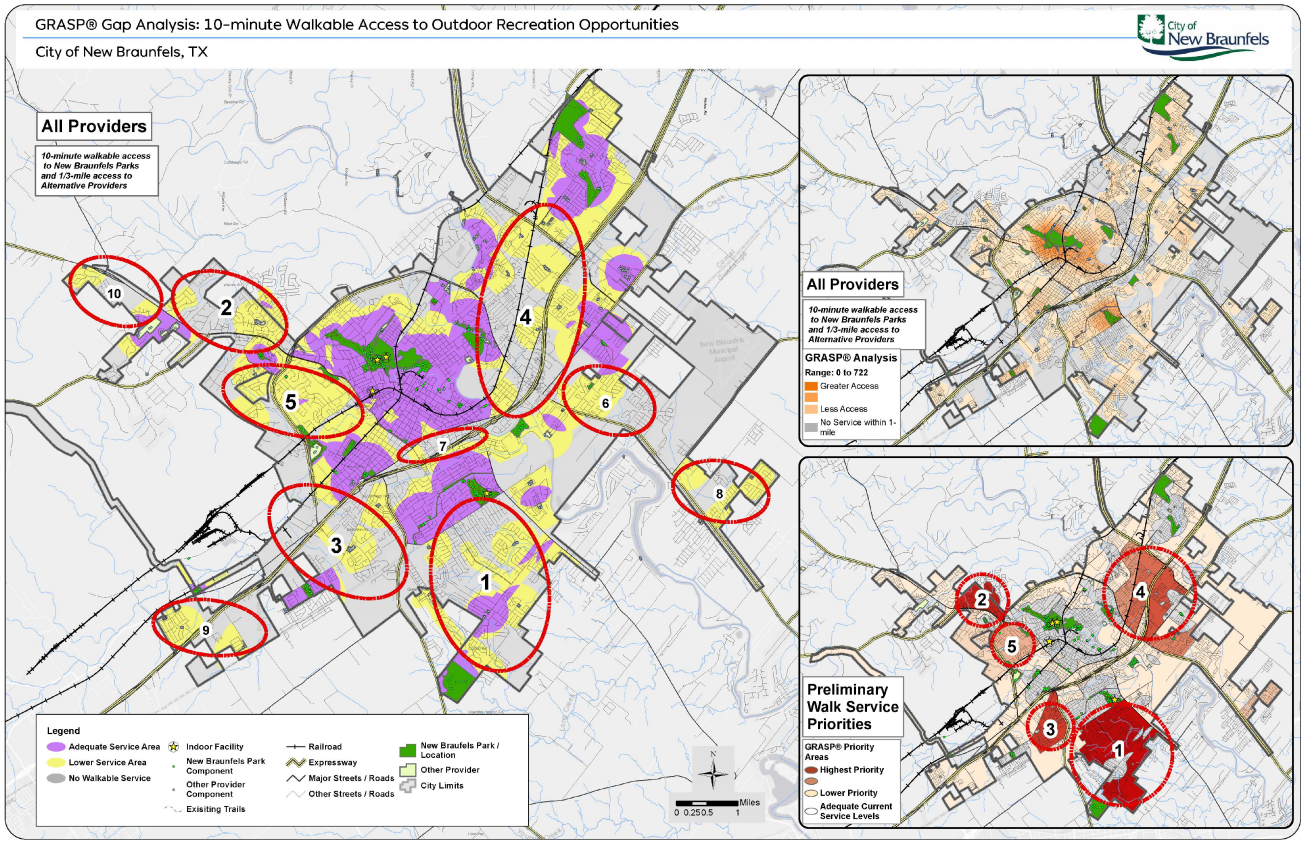
2.9 Conduct Geospatial and PROST Analysis, Facility Inventory, and Resource Mapping. Our team will utilize all available base GIS materials to compile an updated assessment of parks, outdoor facilities, trails, and park amenities within the Town. We will start with a review of findings from the 2015 Parks and Recreation Master Plan. We will supplement the inventory with various tasks including, but not limited to research, mapping, and personal inspection, conditions of key parks, open spaces, and trails. We will also evaluate all geographic data to assess the connectivity and diversity of amenities.

The available capacity-style approach will be enhanced with on-site component data collection and analysis to create a complete data set and determine current conditions for:

- Quantity of all relevant system components
- Quality of components (three-point scaling along with aesthetic attributes)
- Functionality of components for their intended purpose for this plan life cycle

This component-based analysis builds upon the traditional capacity analysis but is unique in its ability to analyze both the quantity (capacity) and quality of individual components of an entire system. The process has been developed to provide detailed, customized analyses of the Town's system—based on the unique assets of the community—to determine how effectively the current system is serving residents and visitors.

We will collect and classify park components. Using this predetermined list allows us to compare the Town to other agencies for whom we have completed component-based level of service



analysis and allows for a very efficient and budget-minded inventory process. We are happy to share a complete list of common components in advance if requested.

By combining these metrics with demographics information and findings from other tasks, we will tailor our deliverables to target issues, needs, and community goals specific to the Town.

Deliverable 7
Geospatial and PROST Analysis

2.10 Conduct Level of Service Analysis. Using the Town's community demographic profile, stakeholder engagement results, and inventory, we will assess the quality and quantity of parks, open spaces, trails, and park facilities provided by the Town. We will evaluate the adequacy based on size and location in relation to existing and future population. We will also make recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate.

2.11 Community Center Feasibility Analysis. Our frequent collaborator BRS has joined the team to provide value with a broad spectrum of indoor recreation design expertise to consider programming from an upfront planning and long-term operational perspective. BRS' role is to assist with the community center feasibility analysis, programming, planning, and cost review. In the process, the BRS team will actively review existing shared facilities and services as well as engage staff regarding their opinions on the needs of the community. BRS will also assist with community engagement and outreach, stakeholder interviews, and surveys, and leveraging their knowledge of the Northern Colorado indoor recreation environment along with national trends. BRS' goal is to provide guidance for future recreation improvements for current facilities/ programs and recommendations for a community center to meet the needs of the changing environment. In addition to the work that BRS will do, RVi will assist BRS and BerryDunn with the community center feasibility analysis. This feasibility analysis will involve the following tasks:

- **Conditions of Existing Shared Facilities.** BRS has developed several tools, including a high-level assessment form for determining the condition of existing facilities and a detailed assessment form that integrates with a summary matrix identifying each facility and giving it a grade. This summary form allows the Town to understand each facility's overall condition and then combine them for a broader systemwide approach.
- **Community Engagement.** In collaboration with BerryDunn, BRS and RVi will assist with understanding the needs of the community through staff and stakeholder interviews, outreach efforts, and surveying. We will share best-value options that foster participation through thoughtful and creative information-gathering methods as well as questions that promote interaction and engagement from the public. Our goal is to educate and share opportunities for the future of indoor recreation in the Town that is right-sized for the community.
- **Facility Standards.** Having worked with many Front Range communities, BRS will assist in setting facility standards for a community center based on benchmarking and best practices. Along with BerryDunn, BRS will identify users based on demographics, uses, and trends to determine programming needs and an appropriate scale for the center. We will establish metrics for the Town to right-size the center to fit your needs with a detailed understanding of the capital costs to construct the facility.
- **Programming and Capital Cost Analysis.** Based on the findings from the community engagement and facility standards analysis, the combined team of BerryDunn, BRS, and RVi will develop a program summary noting the key activities and programs for participants, area requirements, and adjacencies. We will provide recommendations for best practices and a potential layout for the future community center. Instrumental in this process is the understanding of the capital costs of

each of the potential spaces of the facility. BRS will use their expert knowledge of the cost of each recreation space type, size, and features to make sure that the program proposed for the center is in line with the budget of the Town. Through a team process based on prioritization and refinement we will ensure your needs and goals are met.

- **Location Analysis.** RVi will conduct a location analysis to evaluate potential sites for the community center based on site needs and utility needs.
- **Conceptualization.** As part of the community center planning process, BRS will create a conceptual design that will illustrate the potential for the facility that will be unique to Wellington. We will work with the team in developing conceptual representations that are unique to the Town and are reflective of the people, place, and pace of life in the community. Concept graphics will highlight the potential for the center in 2D and 3D graphics and visualization.

Deliverable 8
Community Center Feasibility Analysis

3 PHASE 3: PROGRAM MASTER PLAN

3.1 Prepare an Inventory and Analysis of Programs. We will develop an inventory of existing programs for youth, adults, and seniors and subsequently compare the inventory to feedback collected. This will help ensure program offerings are aligned appropriately with community needs. The program and services inventory will be matched up to the parks and open space inventory and analysis to help ensure there are appropriate spaces for the future program menu. We will also compare current program offerings with identified community needs expressed in the engagement process.

The analysis process will begin with an interactive workshop with Town staff to review issues, challenges, strengths, and weaknesses of programs and services. An inventory of core programs will be developed and analyzed according to program life cycle distribution, gap analysis, and age segment analysis. Other areas of review may include:

- Listing of the program inventory for the most recent year
- Program alignment with community need
- Programming trends within offerings as well as regional and national trends
- Assessing an equitable distribution of programs
- Developing key performance measures based on national best practice approaches

We will review program performance trends and consider their impact on the Town, and we will conduct a participation analysis and financial performance review. These activities will help establish the level of equitable distribution of programs as well as alignment with community need. Based on our data review, we will develop mapping visuals illustrating where the Town's programs and services are offered, with the intent of informing our gap analysis. We will compare our findings to community feedback gathered on recreation programming and desired changes or improvements. This feedback will help inform our recommendations for future program offerings. This work will also inform the development of a program plan that meets Commission for Accreditation of Parks and Recreation Agencies (CAPRA) requirements.

We will create a Programs Plan that will include the following information:

- Inventory or list of programs of interest
- Amenities required for programs of interest
- Plans of private or Town administered programs
- Costs for programs
- Cost recovery benchmarks

3.2 Develop Policy Criteria. We will develop a detailed set of policy criteria to guide program planning and decision-making. These criteria will incorporate, but are not limited to, the following: utilizing survey data to identify and inventory programs of interest; determining appropriate levels of service for identified programs; establishing benchmarks for evaluating the viability and sustainability of future offerings; addressing accessibility factors or barriers to participation, such as program costs, cultural considerations, and transportation challenges. Additionally, the criteria will consider the balance between specialized and generalized programs, the community benefit of each, program costs, and cost recovery models. They will also assess the availability of critical resources, including staffing, funding, and facilities, as well as the competitive landscape and other program offerings within the community.

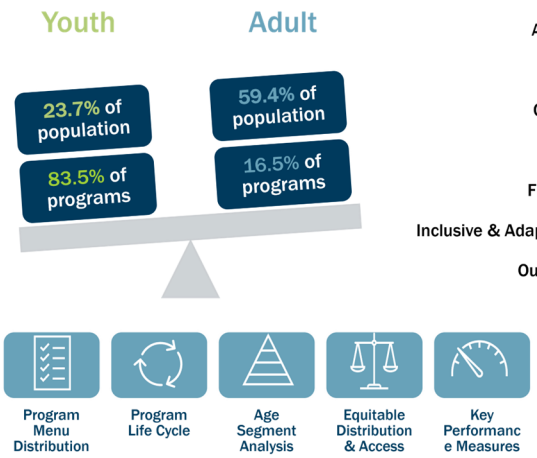
3.3 Conduct Regional Review. To help ensure the Town and its community have an understanding of the key topics and trends shaping the coming years, we will analyze comparative trends and benchmarks in areas such as financial sustainability, asset management, programs and services, and related planning considerations. Additional areas of focus may be identified to address and prioritize other community concerns. These could include sustainability and resilience, social equity and affordability, and other emerging industry trends, ensuring the Town remains aligned with best practices and responsive to evolving community needs.

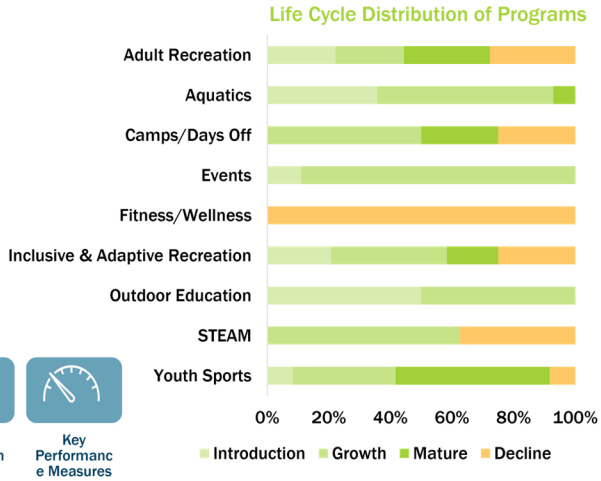
3.4 Internal Changes. Based on the findings from the internal review and needs assessment, the Master Plan will encompass a comprehensive staffing plan, along with policies, strategies, and projects aimed at sustaining and enhancing the Town's programs and services. It will also include detailed budget support and funding mechanisms tailored to address short-term, mid-term, and long-term goals, helping ensure the Town's offerings remain robust and aligned with community needs over time.

3.5 Develop PROST Model. We will develop a detailed list of action items based on the priorities and needs identified by residents. These action items will be refined into well-defined goals, actionable plans, measurable objectives, and clear policy statements. Together, they will create a cohesive vision and strategic "road map" to guide the Parks and Recreation Department's growth, development, and operations in alignment with community expectations.

3.6 Analyze Fees. We will perform a thorough fees analysis encompassing all relevant fees associated with implementing the PROST Master Plan. This analysis will evaluate current fee structures, compare them with industry benchmarks, and consider factors such as cost recovery, affordability, and community accessibility to help ensure the financial sustainability and equity of the plan's implementation.

Deliverable 9
Program and Service Analysis





4 PHASE 4: VISIONING

4.1 Conduct Visioning Workshops. We will conduct visioning sessions with internal staff and the PROST Board to help ensure we achieve the right pace and generate momentum in the process. The first session will be focused on park and facility level of service. In this session, we will discuss recommendations for needs regarding land acquisition, and the development of parks, trails, green space, and recreation facilities. In the sessions that follow, we will discuss level of service for maintenance and operations, trails, recreation, operations, and future funding. In these sessions, we will seek to collaboratively develop a clear plan for the future of the Town's parks and recreation system, based on standards and demand analysis and furthering the Town's goals. We will also identify possible providers and potential partnerships in achieving the desired state of the Town.

Deliverable 10
Visioning Workshops



5 PHASE 5: PROST MASTER PLAN IMPLEMENTATION AND ACTION PLAN DEVELOPMENT

5.1 Develop an Action Plan. We will develop an in-depth Action Plan outlining specific projects, policy changes, and other critical actions required to implement the Master Plan effectively. This plan will address not only the development of new facilities and programs for the community but also the maintenance and enhancement of existing parks, open spaces, recreation facilities, programs, and events.

High-priority projects will focus on initiatives needed within the next five years, while lower-priority projects will target a 6- to 10-year time frame. Each action item will include detailed information such as estimated costs, responsible parties, potential funding or implementation sources, and defined community triggers. These triggers will serve as benchmarks or indicators for project implementation and may include factors like population milestones, demonstrated community demand, funding availability, or other successful criteria observed in similar agencies. This approach ensures a proactive,

responsive, and well-structured pathway for advancing the Town's Parks and Recreation system.

Deliverable 11
Action Plan

5.2 Prepare a Capital Improvement Plan. Our team will develop the Capital Improvement Plan (CIP) including development of a long-range prioritized capital projects list and recommendations for developing a capital replacement program. The CIP development will incorporate identified priorities for parkland acquisitions, as well as current capital costs for components and elements provided by BerryDunn as recommendations in the master plan including operational issues, program development, and maintenance needs. Our team will assess current park impact fee calculations and methodology in relation to probable capital project costs.

Deliverable 12
Comprehensive Budget Analysis and Recommendations

5.3 Prepare a Draft Plan. We will summarize and synthesize all research and stakeholder input and develop recommendations and priorities into a Draft Parks, Recreation, Open Space, and Trails Master Plan. We will work with the Town's project team to prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the Town, and potential budgetary realities. The result will be a set of recommendations phased into immediate, near-term, and long-term time frames that address goals and action strategies. We will conduct three presentations of the Draft Master Plan (e.g., staff, Council, and Board).

Deliverable 13
Draft Parks, Recreation, Open Space, and Trails Master Plan

5.4 Finalize the Plan. After implementing edits and submitting to the Town for review after our presentation, we will develop the Final Parks, Recreation, Open Space, and Trails Master Plan. We will present to Council and the Board. The final plan will be placed on the Town's website for public access, and we will encourage additional public announcement and communication with residents about ongoing implementation updates to continue progress toward the Town's desired future.

Deliverable 14
Final Parks, Recreation, Open Space, and Trails Master Plan

6 PHASE 6: IMPLEMENTATION

Following adoption, we will facilitate an on-site implementation workshop that will provide a detailed sequence of steps needed for successful implementation, as well as review techniques to effectively deploy the plan with the Town:

- Securing funding sources
- Capital project review
- Identification of a plan champion or team of champions
- Visual management techniques
- Ongoing employee engagement
- Reporting mechanisms and communication
- Internal marketing
- Institutionalizing the process by documenting the steps in the process and continuous improvement of the process
- Ongoing plan adjustments
- Connection to the community, Town management and elected officials, and employees

POTENTIAL ADDITIONAL SCOPE TO CONSIDER

A potential scope to consider for this project not listed in the RFP includes the development of a master plan of the Community Center site as an overall park development. Many communities are now developing community centers/ recreation centers within a larger parks site, that enables the community to enjoy indoor and outdoor recreation as well as passive recreation. The scope would be important if there is larger land available that could not only house a community center, but also other park programs that are identified as being needed in the area or relocate other uses from other parks in the network. The outreach from the plan can help inform potential outdoor program items that could be part of the new park and co-exist with the Community Center. The Master Plan scope would include a collaborative approach. This process would include:

- Wellington staff and consultant team meetings specific to the Community Center Park Master Plan
- Park conceptual studies with two to three overall site concepts for location of a Community Center and other park program items with an emphasis on easy circulation and access, for multi-modal access, and connectivity to the trail system
- Outreach on plans and program and precedent imagery
- A preferred conceptual plan and imagery that promotes the new park experience and organization
- Cost estimates
- Review and input
- Final Community Center Park Master Plan

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FEE PROPOSAL

EXHIBIT B

Table 1 presents our proposed costs for completing the Town's requested scope of work. We propose a firm, fixed fee inclusive of all time, materials, and travel.

These costs were developed based on the following factors:

- Our detailed work plan narrative presented in our proposal
- Our staffing plan and resource allocation, which provides the Town with the appropriate number of resources and the ideal level of expertise to complete the tasks defined in the scope of work
- Our experience conducting projects of similar scope and size

Phase / Month	Costs
Phase 1: Discovery and Internal Review	$ 8,939
Phase 2: Needs Assessment	$ 94,353
Phase 3: Program Master Plan	$ 17,227
Phase 4: Visioning	$ 5,543
Phase 5: PROST Master Plan, Implementation, and Action Plan Development	$ 46,065
Phase 6: Implementation	$ 2,412
Total	*$ 174,539*

REQUEST FOR PROPOSALS
TOWN OF WELLINGTON
PARKS, RECREATION, OPEN SPACE, TRAILS (PROST) MASTERPLAN & COMMUNITY CENTER FEASIBILITY STUDY

The Town of Wellington (Town) is requesting proposals from interested and qualified consultants for a Parks Masterplan and Community Center Feasibility Study. Proposals must be submitted to the Town via BidNet Direct by 12:00 PM local time on Friday, January 31, 2025 (closing date and time). Other key dates and times are indicated below. Proposals received after the closing date and time will not be considered.

Request for Proposal Announcement	Monday, January 6, 2025
Mandatory Pre-Proposal Meeting	January 21, 2025 via Zoom @ 1 pm
Questions/Inquiries Closed	Wednesday, January 22, 2025, 2:00 PM
Last Addenda Issued	Thursday, January 24, 2025, 5:00 PM
Proposal Deadline	Friday, January 31, 2025, 12:00 PM
Notice of Award (tentative)	February 2025
Anticipated Contract Execution	February 2025
Anticipated Start Date	March 2025

Introduction

Background

The Town of Wellington is a growing community located along the Interstate 25 corridor in northern Colorado. The Town has experienced recent growth and is currently estimated to have approximately 12,000 residents. The Town is three square miles in land area and the median household income is $101,259. In 2023, the Town conducted a Community Survey. The statistically valid survey gathered opinions from residents on ten key aspects, including economy, mobility, safety, and inclusivity. A key finding from the community survey, “Residents value Wellington’s natural environment and park system but support additional investments in recreational opportunities.”

Wellington's ten parks and three open spaces within its Growth Management Area (GMA) add up to 216.5 acres and there are 2.4 miles of existing trails. The community is thankful to the Parks Recreation Open Space and Trails Advisory Board (PROST) for their advocacy in maintaining and improving Wellington’s parks and open spaces. When visiting parks, some residents are not able to easily access these valued spaces due to poor sidewalk connectivity or road barriers (e.g., highway traffic, train tracks, insufficient underpasses, etc.) and lack of ADA infrastructure. In

addition to local parks, Wellington is flanked by large swaths of conserved agricultural land to the east.

To augment Wellington's existing Park and Recreation programs such as pickleball, art, yoga, volleyball, dodgeball and basketball, the Town shares some facilities with the Boys & Girls Club, Wellington Fire Protection District, and Poudre School District to share use of their facilities for recreation programming. To learn more about our community, please view the 2021 Comprehensive Plan.

The most recent update of the Parks and Trails Masterplan was 2015. This document is meant to act as a guiding document in maintaining current parks and trails as well as planning and development of new parks and trails in the Wellington Community. The Wellington Parks and Trails Masterplan was adopted by the Board of Trustees in 2008, this document is an update to the original document. This plan focuses on defining the needs for parks and trails and not recreational program development.

Project Objective

Scope of Services

1. Plan Structure

The project includes the development of a comprehensive **Parks, Recreation, Open Space, and Trails (PROST) Master Plan** and a **Community Center Feasibility Study**. These two components are interconnected, with findings from each informing the overall recommendations. Throughout each phase, we recognize there is likely overlapping findings to inform both plans.

a. Internal Review

This foundational phase involves gathering and analyzing all relevant information to understand the current state of the Town's parks and recreation system and to inform the feasibility of masterplan and feasibility study. Key tasks include:

- Reviewing existing local & regional studies, policies (Land Use Code), plans (TOW Comprehensive Plan, 2015 Parks Master Plan), agreements, geospatial data, and amenity inventory.
- Assessing unique characteristics and challenges of the Town's parks and recreation system.
- Conduct meetings with internal key stakeholders to kickoff project.

b. Needs Assessment

This phase focuses on identifying community needs for parks, recreation facilities, open spaces, trails, and a potential community center through:

1. **External Community Input Analysis:** Utilizing surveys, town halls, and focus groups to gather resident feedback.
2. **Geospatial Analysis:** Evaluating geographic data to assess the connectivity and diversity of amenities.
3. **PROST Analysis**: Evaluating the community's needs for parks, recreation, open space, and trails.
4. **Community Center Feasibility Analysis:** Evaluating the community's desire and potential for a community center, including programmatic needs, location analysis, and financial viability, and operational sustainability.

Master Plan Contents.

The completed Master Plan may include the following:

a. **Community Survey/Needs Assessment**: Contractor shall manage, coordinate, and lead the public engagement and outreach regarding the community survey and needs assessment. The needs assessment must include the following:

i. Services and Facilities Analysis: The Survey shall determine the benefits to and demand for services and facilities from current and future residents.

ii. Amenities: The Survey shall determine potential areas of opportunities and shall provide direction on areas to pursue such as amenities, land, programming, etc.

iii. Recreation Programs: The Survey shall identify levels of satisfaction, perceptions, health impacts, use patterns and priorities for recreational programs and facilities.

iv. The survey must be statistically valid and must utilize diverse communication strategies to reach all demographics.

v. Interviews and Meetings: as part of the needs assessment, Contractor must engage with the public in the form of community meetings, meet with the PROST Board, and engage in interviews with Town staff.

Program development plan for acquisition and development of parkland, recreation facilities, open space, trails and parks maintenance and administration of facilities for the future. Tasks included within this plan development may include:

- Park Amenities Inventory/Analysis: Contractor will visit and inventory all Town parks, open space areas, trails and current programmable space with staff. An assessment of existing conditions and potential contributions to the overall parks and recreation system will be taken. Improvements to facilities which the Town could use to improve their maintenance, accessibility, safety, aesthetic quality, quantity, functionality, impacts to community health and environmental sustainability, will be included. All sites mapped, along with trails and open space connections to document the current Town system.
- Planning level cost estimates for future projects to be used for future Impact Fee Study.

i. Community Center Desirability: Utilizing the results of the community outreach, Contractor shall determine the community's needs and desires for programmable spaces for a Community Center.

Programs Master Plan: Contractor will work to define standards for the development and implementation of recreation programs.

i. Plan Contents. Programs Plan must include inventory or list of programs of interest, amenities required for programs of interest, plans of private or Town administered programs, standards for programs, costs for programs, and cost recovery benchmarks.
ii. A list of policy criteria may include but is not limited to the following: (i) using data provided from the survey to outline an inventory or list of programs of interest; (ii) levels of service for programs will be identified and established for each program area; (iii) developing program criteria that will be used to determine the viability and sustainability of future programs; (iv) accessibility factors or barriers to participation (e.g. program costs, cultural factors, transportation, etc.); (v) community benefit or specialized vs generalized program; (vi) program cost and cost recovery models associated with the programs recommended and overall community benefit; (vii) availability of resources such as staffing and funding; (viii) availability of facilities; and (ix) competition or other program offerings in the community.
iii. d. Internal Changes: Based on the Internal Review and Needs Assessment, the Master Plan shall include (i) a Staffing Plan; (ii) Policies, Strategies, and Projects to sustain and enhance the Town's offerings; and (iii) Budget Support and Funding Mechanisms for the short-term, mid-term, and long-term.
iv. e. Regional Review: The Master Plan shall include a system-wide review of all local and regional plans/strategies related to parks, recreation, open space and trails. This should include evaluations of Levels of Services metrics compared to Town sizes.
v. f. PROST Model: The Master Plan must include a list of action items based on perceived priorities of the citizens. The action items must be formed into written goals, plans, objectives, and policy statements that articulate a clear vision and "road map" and model for the Parks and Recreation Department's future
vi. g. Fees analysis: Fees analysis should include all relevant fees related to implementing the PROST Master Plan.

PROST Master Plan Implementation and Action Plan

1. Action Plan. An action plan will identify specific projects, policy changes and other actions that are necessary for implementing the plan. Not only does this include the development of additional facilities and programs for the community but should include maintenance and improvements to existing parks, open space areas, recreation facilities and programs and events. High priority projects will generally include those needed within the next 5 years, while lower priority projects may happen in years 6-10. Each action will include costs, responsible parties, potential funding or implementation sources and community triggers (specific benchmarks and/or measurements) that indicate when the Town should implement the project. Possible community triggers that could include attainment of certain population levels, expression of community demand for a project, funding availability or other potential triggers the Contractor has observed other agencies employ.

2. Budgets. As part of this, identification of important capital issues in relation to the Master Plan that will need to be incorporated into a 10-year capital improvement program. Additionally, identification of important operational issues, such as program development and maintenance needs will need to be incorporated into future budgets.

3. Plan Drafts. The purpose of this task is to communicate the vision of the plan in a form that is easily understood. A draft Master Plan & Feasibility Study will be prepared that documents the process, shows how the recommendations were formulated, and displays the results in a concise format. This task will shape the results of the prior analytical process into a Master Plan & Feasibility Study for guiding the short and long-term future of parks and recreation in the Town. As best as possible, the Master Plan & Feasibility Study should be represented in narrative form but also in graphical form, utilizing maps, graphs, charts, photography and other visual representations. The Town desires to also have the Master Plan & Feasibility Study easily transferred to an electronic format that can be displayed and consumed with minimal effort on a web page or within social media.

4. Deliverables and Presentations. The Master Plan deliverables and presentations must include a minimum of three (3) meetings with the Board of Trustees and/or PROST Committee; an electronic copy in a format compatible with Town standards the Masterplan and Feasibility Study.

Additional Scope and Services

The Town of Wellington is open to considerations of adjustments, additions, and alternatives in the scope of work to achieve our desired outcomes.

- If additional services, studies, analyses or adjustments are to be deemed, by the proposing contractor, as positive to the mission and outcome of the Master Plan and Community Center Feasibility Study, but reside outside of the core RFP scope of services, it is requested that you may do one of two things:
    - Add these criteria as part of your general bid and detail them within plan scope

- Add these criteria as “add-ons” to the bid, with pricing that is optional for consideration of the service

Project Budget and Timeline

- The Board of Trustees in their adopted 2025 Budget has allocated funds for this project.
- The Town anticipates a project timeline of approximately 12-18 months, roughly beginning in March 2025.

Inquiries and Addenda

Questions may be presented up to Wednesday, January 22, 2025, 2:00 PM and may be submitted via BidNet Direct. Any addenda issued to this RFQ will be added to BidNet Direct. No addenda to this RFP will be issued by the Town after Thursday, January 23, 2025, 5:00 PM

Information for Proposers

Proposal Format:

Proposals should contain the following information in the general order listed:

1. An introductory cover letter.
2. A qualification statement of the Consultant and the staff to be assigned to the project. Clearly identify the key personnel providing the work effort for the project. Resumes of each project team member shall be included in the proposal appendix.
3. A narrative describing the Consultant’s understanding and approach to the project’s objectives.
4. A work plan for accomplishing the project, including descriptions of the tasks to be performed and a summary of the deliverables to be provided to the Town.
5. A proposed schedule for completing the required tasks.
6. Indicate any special services to be provided by a sub-consultant or resources outside the Consultant.
7. A fee proposal that includes total project cost and a breakdown of costs by task. Include any additional or optional services deemed appropriate for Town consideration. All prices quoted should be lump sum.
8. Information about other work performed by the Consultant on similar projects and at least three (3) references from clients with whom the Consultant has performed similar services.

Evaluation of Proposals

Proposals will be evaluated by a selection committee in accordance with the criteria and weighting described below. Interviews with Consultants may be scheduled if deemed necessary, and the selection committee may rescore criteria based on information gathered during interviews.

1. Written Response demonstrating understanding of the project and scope of work, project approach, and methodology (35%);
2. Experience, qualifications, and technical capability of Consultant and proposed staff (20%);
3. Schedule and plan for managing and delivering the desired project (20%);
4. Demonstration of relevant project experience and references (15%) and;
5. Cost of service (10%).

The Town is not required to take the lowest priced proposal. The Town reserves the right to evaluate the proposals in the manner deemed to be in the best interest of the Town. After evaluation of proposals, the Town may either award a contract or resolicit the RFP to obtain additional proposals.

Rejection of Submissions

The Town reserves the right to reject any or all proposals, to waive irregularities in the proposals received, and accept any portion of any proposal if deemed in the best interest of the Town. Non-acceptance of a proposal will mean that one or more of the other proposals were deemed more advantageous to the Town or that all proposals were rejected.

Acceptance Period

Proposals in response to this RFP shall indicate that they are valid for a period of no less than 60 days from the closing date, and if awarded, through the initial contract period.

Incurring costs

The Town will not be liable for any cost which the Consultant may incur in the preparation of proposals.

Formation of Consultant Agreement

After selecting the preferred proposal, the Town may conduct negotiations with the Consultant to arrive at the best final offer. Parties shall enter into a contract which will go before the Board of Trustees for approval. A Notice to Proceed will then be subsequently issued.

EVALUATION CRITERIA AND SCORING SUMMARY

Project:	2025 PROST MASTER PLAN AND COMMUNITY CENTER FEASIBILITY STUDY
Evaluator:	Composite - All Reviewers (6)

Evaluation Criteria	Criteria Weight	Maximum Total	Berry Dunn	J-U-B	Logan Simpson	Norris Design	SWA Group
1. Written Response – Demonstrates understanding of the project, scope of work, approach, and methodology	**35**	**210**	189	126	189	194	170
2. Experience & Qualifications – Experience, qualifications, and technical capability of consultant and proposed staff	**20**	**120**	116	108	114	109	106
3. Schedule & Project Management – Schedule and plan for managing and delivering the project	**20**	**120**	113	100	111	110	100
4. Relevant Experience & References – Demonstration of past project experience and references	**15**	**90**	90	74	89	88	77
5. Cost of Service	**10**	**60**	54	35	42	54	3
Total Score (out of 600)	**100**	**600**	562	443	545	555	456
Average Score (out of 100)			93.67	73.83	90.83	92.5	76

Board of Trustees Meeting

Date: **April 8, 2025**

Subject: **Resolution No. 12-2025 - A Resolution of the Board of Trustees of the Town of Wellington, Colorado Approving a Contract with Cities Digital, Inc. for a Software and Services Purchase Agreement related to Laserfiche Software**

- **Presentation: Hannah Hill, Town Clerk**

EXECUTIVE SUMMARY

As the Town's Records Custodian, the Town Clerk is requesting approval for the purchase and implementation of a records management software system to digitally store and archive the Town's official records. After evaluating several options, staff recommends entering into a contract with Cities Digital Inc. (CDI) to implement Laserfiche Software.

Laserfiche is widely used by municipalities for record storage and management. The system offers various modules, including document routing, project workflows, licensing programs, and public portal access. While staff sees the potential for future expansion to include these additional modules, for the sake of simplicity and to manage the initial workload, staff recommends starting with the Records Management module.

BACKGROUND / DISCUSSION

Records play a crucial role in the Town's operations, enabling efficient retrieval, storage, and compliance with state and local regulations. Currently, records are stored across multiple locations—three physical storage areas (excluding individual offices) and digital storage on a mix of USB drives, personal computer drives, and ShareFile. This decentralized system makes record retrieval and long-term storage inefficient and potentially non-compliant with regulatory standards.

Implementing a robust records management system like Laserfiche will centralize and streamline the Town's official records, improving access to vital information for daily operations, project research, and community service. Cloud-based storage will also ensure the security and longevity of permanent files.

To assess available options, staff requested bids from three vendors:

CDI (Laserfiche) – Recommended by staff based on functionality, scalability, and cost-effectiveness.
Revolution Data Systems – Initial bid ranging from $22,915 to $34,680 for the first year.
Tyler Technologies – No response received.

Staff recommends proceeding with the CDI and Laserfiche solution, as it aligns with the Town’s needs and budget. If the purchase is approved, ongoing renewal costs will be included in the 2026 budget. While the software requires an annual renewal, there is also the flexibility to add licenses or additional Laserfiche modules and workflows to expand its use within the Town. While staff is not seeking to add extra modules at this time, the option was considered a valuable benefit during the software selection process.

CONNECTION WITH ADOPTED MASTER PLANS

Ensure Strong Town Operations

FISCAL IMPLICATIONS

After negotiation with the vendor to lower the support and training hours, the total requested cost comes to $11,850. The funding for these items will be supplied from the Town Clerk's Professional Services, GL 201-15-5356 ($7,500) which was budgeted for Records Management in the 2025 year. The remaining amount will coming from the General Fund Software License/Support, 201-17-5579 ($3,500) which has support funds budgeted for the 2025 year.

STAFF RECOMMENDATION

Staff reccomends approving the contract with CDI to purchase the Laserfiche Records Management software and Bronze Level Support and authorize the Town Administrator to sign the contract.

MOTION RECOMMENDATION

I move to approve Resolution No. 12-2025 to approve a contract with Cities Digital Inc. and authorize the Town Administrator to sign the contract as presented.

ATTACHMENTS

1. Resolution No 12-2025 Approving a Contract with Citites Digital for Laserfiche
2. Exhibit A - Cities Digital Software and Services Contract - Town of Wellington
3. Laserfiche Proposal - Town of Wellington

TOWN OF WELLINGTON

RESOLUTION NO. 12-2025

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO APPROVING A CONTRACT WITH CITIES DIGITAL INC. FOR A SOFTWARE AND SERVICES PURCHASE AGREEMENT RELATED TO LASERFICHE SOFTWARE

WHEREAS, the Town of Wellington recognizes the importance of improving the efficiency and effectiveness of its record-keeping system to meet the growing demands of government transparency, compliance, and public access to records; and

WHEREAS, the Town of Wellington has sought solutions for records management and seeks to improve storage, retention and search ability of all Town records; and

WHEREAS, Town of Wellington's staff have conducted an appropriate selection process to identify a qualified vendor and software to provide services, ensuring that all legal and procurement requirements were met; and

WHEREAS, the Town of Wellington's approved 2025 budget includes suitable appropriation for the cost of the software and services purchase agreement as shown in **Exhibit A**; and

WHEREAS, the selection process identified Cities Digital Inc. as a qualified vendor capable of meeting the Town's needs with Laserfiche software, which has a proven track record of providing secure and scalable document management solutions; and

WHEREAS, the agreement includes software licensing, training, implementation, and ongoing support services to ensure the successful deployment and use of the Laserfiche system; and

WHEREAS, the Town Board recognizes that investing in technology solutions such as Laserfiche will lead to long-term operational efficiencies and cost savings; and

WHEREAS, the agreement with Cities Digital Inc. aligns with the Town's strategic goals of modernization, innovation, and transparency in local government operations;

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

1. The software and services agreement with Cities Digital Inc. is hereby approved as presented and
2. The Town Administrator is approved to sign the agreement

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of April, 2025.

TOWN OF WELLINGTON, COLORADO

By:_____
Calar Chaussee, Mayor

ATTEST:

_____
Hannah Hill, Town Clerk

Software & Services Purchase Agreement

This agreement is made and entered into on, by and between:

Seller: Cities Digital, Inc. D.B.A. "CDI" 2000 O'Neil Road Suite 150 Hudson, WI 54016 **herein referred to as "Seller";**	And	Buyer: Town of Wellington Buyer Address 1: 8225 3rd Street Buyer Address 2: City, State, Zip: Wellington, CO 80549 **herein referred to as "Buyer."**

W I T N E S S E T H

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Agreement to Sell and Purchase: Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades set forth in Exhibit "A".

2. License Agreement: It is specifically agreed and acknowledged that the software products sold by Seller to Buyer as described in Section 1 hereinabove, are being sold subject to the restrictions, duties and obligations of Seller pursuant to License Agreements referenced in "Exhibit D." Buyer, by its execution of this agreement, agrees to fully abide by the terms and conditions of such License Agreements, and further agrees to fully indemnify, protect, and hold Seller harmless from any claims, suits, actions, liabilities, damages (including all legal costs incurred by Seller) resulting from any violation by Buyer under the terms thereof.

3. Term of Agreement: The term of this Agreement shall be for 1 year from the date first written above and shall renew for a one-year term, unless terminated by either party with or without cause.

4. Purchase Price, Payments & Renewals: The purchase price for the software products and services being purchased by Buyer from Seller are set forth in the quotation in Exhibit "A" and shall be due and payable from Buyer to Seller as follows:

a. In consideration of the initial purchase of products and/or services, the Buyer shall pay Seller commensurate with payment schedule below. Initial invoices for software and services are due upon receipt. Future invoices will be paid within thirty (30) days of invoice date. Invoices not paid within thirty (30) days of invoice may be subject to a one and ½ percent (1.5%) monthly interest charge (eighteen percent (18%) per year).
b. It is acknowledged that certain items set forth in "Exhibit A" if necessary are based on Seller's estimates, including fees from the "Fee Sheet" included in "Exhibit B." The sums payable by Buyer for maintenance and upgrades as described in "Exhibit A" are in addition to being payable as set forth above, payable annually on the anniversary of the purchase date. Such sums may be subject to a price increase after payment for the initial year, provided that, the price shall only be increased by Seller in the event that Seller's costs therefore are increased by CompuLink Management Center, Inc. or its successor in interest. Buyer shall have no legal obligation to continue paying for the maintenance (software updates) and technical support provided Buyer does not see value in said service.
c. It is agreed that the estimates for those items set forth in "Exhibit A" will not be exceeded by Seller without prior written approval by Buyer. In the event that the estimates are exceeded with approval of Buyer, then Buyer shall pay the difference with the payment set forth in "Exhibit A" hereinabove. It is agreed that Seller may need to adjust billable rates periodically, as well as mileage and per-diem charges, as part of this Purchase Agreement. This change will happen not more frequently than once per year. The Buyer will be notified of this change at least 30 days in advance of this change.
d. Renewal and payment of maintenance, subscription products and Laserfiche Cloud need to be completed prior to client's renewal date to avoid disruption of support or subscription services. Cancellation of subscription products from Laserfiche requires a 90-day notice prior to renewal date.

Payment Schedule

Payment Date	Description / Percentage	Payment Amount
Upon Receipt of Licenses	Software and Maintenance & Services in Exhibit A	$11,850.00

5. Limitation: It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.

6. Independent Contractor: It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer or be entitled to any compensation from Buyer except as specifically set forth in this agreement.

7. Confidentiality: Seller shall keep confidential all non-public aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by law, Seller shall not disclose any non-public information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.

8. Sharing Information: Upon the Buyer's written request and authorization, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request. Seller shall not communicate with representatives of any of the news media regarding work under this contract; any communications with news media representatives regarding this contract shall be exclusively through the Buyer.

9. Commitment and Completion: It is agreed that Seller shall commence work within 14 days of receipt by Seller from Buyer of a written authorization to proceed and shall be completed pursuant to Exhibit "A." Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

10. Insurance: Seller shall maintain occurrence for commercial general liability and automobile liability insurance which shall include personal injury, bodily injury, including death, and broad form property damage including loss of use of property, occurring in the course of or in any way related to Seller's operations, in an amount not less than $2,000,000 combined single limits per occurrence; Seller shall maintain Workers' Compensation and Employer's liability for all consultants' employees who are subject to Worker's Compensation statute either as a carrier-insured employer or as a self-insured employer. Seller shall maintain cyber breach, professional errors and omissions liability insurance for the protection of the Seller and its employees and subcontractors, insuring against losses arising out of or resulting from breach, their professional acts, omissions, activities or services, in an amount not less than $2,000,000 per claim. At the request of Buyer, Seller shall furnish the Buyer with certificates evidencing the date, amount, and type of insurance required by this contract.

11. Warranty and Limitations: Except as otherwise set forth herein, Seller's warranty is specifically limited to successful completion of installation and operation of Laserfiche software program with respect to scanning and capturing documents of Buyer as provided in Exhibit "B", and that, except as may be available through CompuLink Management Center, Inc., Seller gives no other warranties, express or implied. In the event the software is unable to perform as warranted by Seller within 30 days of completion of installation, Buyer shall be entitled to a full refund of the purchase price. It is specifically acknowledged and agreed that Seller's warranty is limited and shall not apply to performance by the Seller under this agreement of specifications other than those specifically warranted above, such exclusions to include, but are not limited to: 1) the integration of the system to be installed by Seller with existing software of Buyer; and 2) the importation of documents into the system, due to the fact Seller currently has insufficient knowledge of the documentation. In addition, said warranties shall not apply: a) To the extent of any problems encountered with the integration of external databases with the software installation; b) To the extent of any problems encountered as a result of the failure of the Buyer to install and configure the hardware necessary to operate the software in accordance with the hardware specifications previously provided by the Seller; or c) To the extent of any problems encountered as a result of the failure of the Buyer's computing equipment, servers, networks or operating systems.

12. Limitation and Damages: BUYER AGREES THAT SELLER'S TOTAL AGGREGATE LIABILITY, IF ANY, SHALL NOT EXCEED FEES PAID TO SELLER BY BUYER FOR THE PRODUCTS AND/OR SERVICES INVOLVED. The Seller will endeavor to provide high quality services and a high-quality product. However, the Seller is not, and will not be responsible for any consequential or incidental damages resulting from any interruptions of service, or data loss (including lost

transactions). With the exception of Buyer subscribing to Server Hosting, day-to-day data backup is the Buyer's responsibility and Seller is not and cannot be liable for data loss due to poor or nonexistent or insufficient backup or any other issues associated and/or caused by Buyer's day-to-day server data backup.

13. Attorney's Fees: In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

14. Governing Law: This agreement shall be governed and construed under the laws of Saint Croix County, Wisconsin.

15. Severability: If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

16. Complete Agreement: This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid in writing and signed by the parties hereto.

17. Sales Tax & Use Tax: Buyer understands that CDI does not collect sales tax in all states and localities. Buyer agrees to pay all applicable sales or use taxes required by their local jurisdictions not already outlined in this contract.

18. Paperless Billing: By selecting "Accepted" below Buyer signifies preference for paperless billing and will receive a digital copy of invoices emailed to a designated email address for processing.

ACCEPTED ___☐___ DECLINED ___☐___ Email Address:

Seller: Cities Digital, Inc.	Buyer: Town of Wellington
Name: Patrick Welsch	Name:
Title: President	Title:
Date:	Date:

By:_____ By: _____

EXHIBIT A: Quotation

Software, Hardware & Renewal

Product	Quantity	Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Laserfiche Cloud Professional Users 5-49 (CLENF2-5-49)	1.00	$ .00	5.0000	$830.00	$4,150.00
Laserfiche Cloud Records Management (CLRM)	1.00	$ .00	1.0000	$5,750.00	$5,750.00
				Software / Hardware:	$ .00
				Renewal:	$9,900.00
				Tax:	$ .00
				Total:	**$9,900.00**

Services

Service	Service Quantity	Service Unit Cost	Total
Service Package - Bronze (10 hours) - Prepaid Service Hours (CD4000GOV) *Used for administration, user training and best practice guidance.*	1.00	$1,950.00	$1,950.00
		Service:	$1,950.00
		Tax:	$ .00
		Total:	**$1,950.00**

	Totals
Total Software / Hardware:	$ .00
Total *Renewal:	$9,900.00
Total Services:	$1,950.00
Total Tax:	$ .00
TOTAL:	**$11,850.00**

* Renewals encompass Maintenance, Subscription, or Cloud where selected

EXHIBIT B: Software Support Policy, "LSAP" (Laserfiche Software Assurance Plan) or "Annual Maintenance"

The initial purchase of a software system also requires purchasing maintenance for each component. Annual Maintenance is a software assurance program initiated by Cities Digital and required by the manufacturer to ensure that buyers are able to receive regular product updates and basic software support through their value-added reseller. Cities Digital has developed this policy with regard to services that are included with the purchase of Annual Maintenance in order to serve all buyers with access to hotfixes and expert technical support.

Services included in base LSAP costs:

- Cities Digital technical support hotline:
  - 855-714-2800
  - Support@CDI.support
  - https://www.cdi.support/support

- Software updates including hotfixes and new feature releases
- LogMeIn remote support (allows support technicians to access buyer's computer remotely)
- Customer portal access: Submit & track tickets, view contracts, access videos and documentation
- Annual consulting meeting & strategy session
- Annual software performance audit

Description of Support Services

Laserfiche Software Assurance Plan (LSAP)	Fee is based upon software components that have been purchased. The support plan is renewable each year. Seller support is provided as a part of the Laserfiche annual support fee. Technical support is considered assistance with software malfunctions (break/fix) or "bugs." Technical Support does include assisting buyer with how-to questions and assistance with configuration of the software.
Response Time and Definition	Responses provided within 24 hours of initial report. Most responses and technical troubleshooting will happen within an hour, if not immediately through chat / remote support. Responses consist of diagnosing the problem and if possible, resolving it immediately. If it is not possible to resolve immediately a time will be scheduled to attempt resolution of the problem at the buyer's convenience. Seller provides a technical support hotline during weekday and non-holiday business hours 8:00 AM to 7:00 PM Central Time. The technical support staff processes assistance telephone calls, emails and remote connections as they arrive. The Support Director assesses difficulty of tasks and assigns cases to the tiered support staff. This process is in place to provide support to our customers based on the impact on their on-going operations. Non-emergency calls for support are typically responded to within one hours (or less). Critical calls (delay in work or loss of data due to system issues) may be responded to immediately. Support calls may be escalated internally to other technicians as needed.
Options for Coverage During Non-Standard Business Hours or "After Hours Support"	Appointments may be scheduled with the Director of Support at support@citiesdigital.com. After hours support requires a two-week prior notification, unless case of emergency. Upgrades, development, training & other services conducted after hours will be subject to billable rates and availability. Billable rates for buyers with current Laserfiche Software Assurance Plans are $330/hr. before 8:00am and after 7:00pm Central Time and weekends. A minimum of one hour will be billed and incrementally every fifteen minutes thereafter.

Cities Digital Closed on Six Federal Holidays	Cities Digital will be closed New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
Capability for Remote Diagnostics	A web-based tool for remote diagnostics and support called LogMeIn is utilized. With specific prior written authorization from Buyer an unattended access tool is available for use.
Update Installation Limitations (does not apply to Laserfiche Cloud)	Product updates are installed, in-place on the same server where Laserfiche is already installed. The installation service is free of charge for clients with standard Annual Maintenance. Limitations on the installation services are as follows: 1. Installations in new environments or new servers requires planning and project management services outside the scope of free installations. 2. New environments are defined as new domains, installing into a new cloud environment such as Azure or AWS. 3. Installations must be scheduled in advance using the scheduling request form online. Installations are not available same-day. Installations during off-hours, weekends or holidays are subject to off-hours support charges. 4. Testing of all workflows, forms, business processes, quick fields sessions and integrations are the responsibility of the client. Advanced implementations or mission critical systems may require project management and consulting services for advanced user acceptance testing (UAT). 5. Client is responsible for installing Windows operating systems, MS SQL, configuring domain users and network security. 6. CDI limits the number of free server installations to one production and one test environment. The client may install additional test environments, development environments, etc.
Maintenance Cost for Fixes, Major Releases and Platform Changes	Maintenance that is done over the phone or remote access is included in annual maintenance agreement at no additional cost. Software upgrade packages are available to Buyer at support.laserfiche.com or by request from Support@CitiesDigital.com. Major and infrequent upgrades referred to as "platform changes" may be subject to a fee. The fee is set by the manufacturer when the platform is released.
Support Escalation Procedures	1. Problem is reported, a support case is opened and documented. The case is resolved over the phone or remotely. 2. If immediate resolution is not possible, problem is reported to second tier support. 3. If there is no existing solution, Cities Digital development will write a script, solution or "work around" to fix the problem. Cities Digital will then implement the solution. Cities Digital creates technical support cases on behalf of the Buyer with the manufacturer upon diagnosis of the problem if the problem cannot be immediately resolved by Cities Digital.
Tracking Database	All support cases are tracked in a ticketing system. The tracking software assigns incident numbers and the buyer may call and request the status on any support case at any time during work hours or by visiting the client portal.
Third-Party IT Contractors	Buyers that utilize a third-party IT contractor for management of servers and networking should expect their IT contractor to assign remote-access to Cities Digital for installation and configuration. Should unattended access not be permissible third-party IT consultants may need to be present during installation or configuration. Additional configuration pertaining to Buyer's network IP addresses, network security and access may be necessary from time-to-time. Charges from third-party IT consultants may be assigned. Cities Digital is not responsible for such charges. It is the policy of Cities Digital to copy Buyer on all communication between third-party IT contractors unless explicitly instructed not to.

Services not included in base LSAP costs, Rates Sheet:

Technical services, design, configuration	Per hour	$200
Project management (per hour)	Per hour	$200
Development, integration and conversion (per hour)	Per hour	$300
Cancelled Meeting within 24 Hours (1/2 hour/person)	Per hour	$100 - $150
Off-hours work, outside normal business hours excluding holidays (per hour) minimum one hour.	Per hour	$300
Encrypted drive shipment – Export/Import (per request)	Per export/import	$500
Managed Services including configuration of domains, IP addresses, certificates, firewall or SQL	Per hour	$300
Mileage reimbursement	Per mile	$.585
Per diem minimum when providing onsite service	Per day	$250
Completion of private security due diligence examinations	Per hour	$250

Exhibit D: End User License Agreements

EXHIBIT D: End User License Agreement or “EULA”
The licensing agreements listed below pertain to Microsoft and Laserfiche. The Microsoft licensing pertains to use of hosting services from Cities Digital. Should clients not be utilizing hosting services the following eight points should not be considered applicable.
MICROSOFT SOFTWARE LICENSING AGREEMENT or “EULA”
Buyer agrees to accept the following conditions related to Software Licensing:
1. This Agreement is binding in all applicable jurisdictions.
2. Buyer is prohibited from reverse engineering, decompiling, or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law.
3. Microsoft or its suppliers are hereby indemnified for any damages, whether direct, indirect, or consequential, arising from the Software Services.
4. Seller or a third party on Buyer’s behalf (and not Microsoft or its suppliers) will provide technical support for the Cloud Server.
5. The Products are licensed to Buyer from an affiliate of the Microsoft Corporation (collectively “Microsoft”). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.
6. Buyer agrees to permitting Seller to disclose Buyer’s contact information where required to satisfy license registration with software manufacturers such as Laserfiche or Microsoft.
7. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (“High Risk Use”).
8. Microsoft will be an intended third-party beneficiary of this Agreement, with the right to enforce provisions of the End User Agreement and to verify the compliance of the End User.
9. The **Laserfiche End User License Agreement** is available for reference in entirely on our website at cdi.support/eula

Exhibit E: Non-Disclosure Agreement

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between Cities Digital, Inc.**,** a Wisconsin corporation having its principal place of business at 2000 O'Neil Road, Suite 150, Hudson, WI 54016 (the "Primary Party") and Town of Wellington corporation whose principal mailing address is 8225 3rd Street, Wellington, CO 80549 (the "Second Party").

WHEREAS Primary Company and the Second Party (the "Parties") have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products,

concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

(a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or

(b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or

(c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or

(d) Is approved for release (and only to the extent so approved) by the disclosing Party; or

(e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

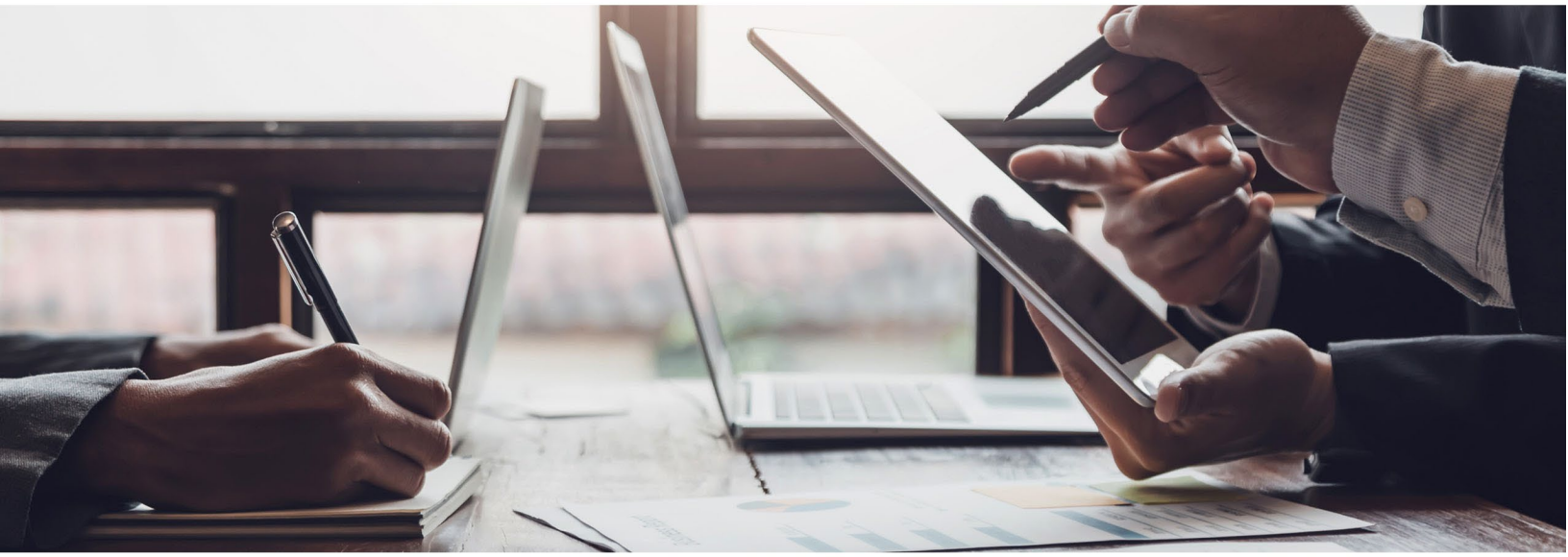
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

9. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

Cities Digital, Inc.	Town of Wellington
Company	Company
Name	Name
Signature	Signature
Title	Title
Date	Date



Laserfiche Proposal

Town of Wellington

January 13, 2025

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1/13/2025
Town of Wellington
8225 Third Street
Wellington, CO 80549

Re: Laserfiche Solution Proposal

Dear Hannah,

We appreciate the opportunity to present a Laserfiche Document Management Solution Proposal for Town of Wellington. Building upon the success stories of our clients, CDI is well-equipped to guide your organization towards transformative solutions. Our track record of delivering award-winning services and robust support positions us as your ideal partner for this project.

Here are key highlights to consider:

- **Focused Expertise:** CDI specializes exclusively in providing innovative document imaging and management solutions. Our solutions are designed to transform the way businesses operate, eliminating bottlenecks, reducing manual tasks, and ensuring compliance with industry regulations.

- **Comprehensive Support**: As your single point of contact for the proposed solution, CDI is certified by the manufacturers of the products we recommend. Count on us to deliver end-to-end support for your project.

- **Long-Term Partnerships:** We prioritize building enduring client relationships. Beyond the initial implementation, we are committed to supporting your growth and evolution in the years to come.

- **Core Values:** Our work is guided by unwavering principles of honesty, integrity, and meticulous attention to detail.

For the purposes of this proposal, please contact Laura Froyum at 855-714-2800, ext. 109 or laura@citiesdigital.com.

Regards,

Laura Froyum
Account Executive

Proposal Overview

CDI is proposing the adoption of Laserfiche, an ECM solution renowned for its robust features and potent process automation capabilities. In 2023, Gartner Peer Insights honored Laserfiche as the Customers' Choice in the Content Services Platform (CSP) market for the fourth consecutive year.



Enterprise Content Management:

Laserfiche offers a unified, secure, and accessible content management platform, streamlining organizational operations:

- Simplify onboarding and enhance departmental organization.
- Boost cross-functional team efficiency.
- Reduce information retrieval time, enabling more productive use.
- Automate compliance and regulatory management.



Enhancing Business Processes with Laserfiche:

Laserfiche goes beyond content management to transform work processes:

- Automate repetitive tasks.
- Define and optimize processes.
- Minimize data and process errors.
- Monitor process progress and analyze performance.



Empowering You with Laserfiche:

Organizational transformation often faces a hurdle – subject matter experts and software developers aren't always the same. Unlike other ECM and BPM solutions, Laserfiche:

- Offers easy configuration with no-to-low-code options.
- Puts power in the hands of stakeholders for faster results.
- Lightens the load on Development and IT teams.
- Accelerates your ROI.



Flexibility and Scalability with Laserfiche:

Laserfiche provides adaptable licensing (on-premises to fully cloud-based) and a modular suite, including:

- Intelligent Data Capture
- Records Management
- Process Automation
- Seamless Integration with core applications

Proposed Licensing & Solution

Laserfiche provides flexible pricing and licensing options to suit the unique needs of organizations. The following provides a brief overview of the model CDI is proposing for you.

Laserfiche Cloud (Annual) is being proposed as the right licensing and solution for you. The graphic below includes some of the main reasons that customers consider, and CDI proposes the fully-cloud-based offering of Laserfiche Cloud, versus the on-premises offering of Laserfiche Subscription.

Please keep in mind that these options differ in both where data resides, along with some functionality and features. For clients looking to leverage the Laserfiche Subscription model, but don't want to host the system, CDI offers cloud hosting. See *Addendum B* for more information on Cloud vs. Subscription licensing.



Main Solution Goals

- **Centralize document storage**
- **Make content searchable**
- **Expand functionality as needs arise**

We believe that this proposed Laserfiche solution will meet the needs of Town of Wellington and will improve operations and document accessibility for its members. We look forward to working with Town of Wellington to implement this solution.

Price Estimate – Site License Option 1

(Special Site License Pricing)

Laura Froyum
CDI
2000 O'Neil Rd., Suite 100
Hudson, WI 54016

Prepared for: Town of Wellington
Quote #: 731660v.1
Quote Date: 1/13/2025
Quote Expiration: 2/12/2025

Software, Hardware & Renewal

Product	Quantity	Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Municipality Site License (Population less than 15,000) (CLXGOV15)	1.00	$ .00	1.0000	$16,225.00	$16,225.00
One time purchase discount, in year 2 licensing will increase to full renewal cost.	1.00	$ .00	1.0000	-$10,000.00	-$10,000.00
				Software / Hardware:	$ .00
				Renewal:	$6,225.00
				Tax:	$ .00
				Total:	**$6,225.00**

Services

Service	Service Quantity	Service Unit Cost	Total
Service Package - Gold (40 hours) - Prepaid Service Hours (CD6000GOV)	1.00	$7,400.00	$7,400.00
		Service:	$7,400.00
		Tax:	$ .00
		Total:	**$7,400.00**

	Totals
Total Software / Hardware:	$ .00
Total *Renewal:	$6,225.00
Total Services:	$7,400.00
Total Tax:	$ .00
TOTAL:	**$13,625.00**

* Renewals encompass Maintenance, Subscription, or Cloud where selected

Price Estimate – Site License Option 2

(Special Site License Pricing, 3-year term)

Annual Breakdown

	Year 1	Year 2**	Year 3**
Total Software	$ .00	-	-
Total Maintenance	$6,225.00	$6,500.00	$6,900.00
Total Services	$7,400.00	$ .00	$ .00
***TOTAL** *Tax not included	$13,625.00	$6,500.00	$6,900.00

**Years 2 and 3 have a 5% price increase

Software, Hardware & Renewal

Product	Quantity	Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Municipality Site License (Population less than 15,000) (CLXGOV15)	1.00	$ .00	1.0000	$16,225.00	$16,225.00
One time purchase discount, in year 2 licensing will increase to full renewal cost.	1.00	$ .00	1.0000	-$10,000.00	-$10,000.00
				Software / Hardware:	$ .00
				Renewal:	$6,225.00
				Tax:	$ .00
				Total:	**$6,225.00**

Services

Service	Service Quantity	Service Unit Cost	Total
Service Package - Gold (40 hours) - Prepaid Service Hours (CD6000GOV)	1.00	$7,400.00	$7,400.00
		Service:	$7,400.00
		Tax:	$ .00
		Total:	**$7,400.00**

	Totals
Total Software / Hardware:	$ .00
Total *Renewal:	$6,225.00
Total Services:	$7,400.00
Total Tax:	$ .00
TOTAL:	**$13,625.00**

* Renewals encompass Maintenance, Subscription, or Cloud where selected

Price Estimate – Professional Tier

Laura Froyum
CDI
2000 O'Neil Rd., Suite 100
Hudson, WI 54016

Prepared for: Town of Wellington
Quote #: 998961v.1
Quote Date: 1/14/2025
Quote Expiration: 2/13/2025

Software, Hardware & Renewal

Product	Quantity	Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Laserfiche Cloud Professional Users 5-49 (CLENF2-5-49)	5.00	$ .00	5.0000	$830.00	$4,150.00
Laserfiche Cloud Public Portal Up To 1,000 (CLPPAL)	1.00	$ .00	1.0000	$600.00	$600.00
				Software / Hardware:	$ .00
				Renewal:	$4,750.00
				Tax:	$ .00
				Total:	**$4,750.00**

Services

Service	Service Quantity	Service Unit Cost	Total
Service Package - Gold (40 hours) - Prepaid Service Hours (CD6000GOV)	1.00	$7,400.00	$7,400.00
		Service:	$7,400.00
		Tax:	$ .00
		Total:	**$7,400.00**

	Totals
Total Software / Hardware:	$ .00
Total *Renewal:	$4,750.00
Total Services:	$7,400.00
Total Tax:	$ .00
TOTAL:	**$12,150.00**

* Renewals encompass Maintenance, Subscription, or Cloud where selected

Addendum A: About CDI

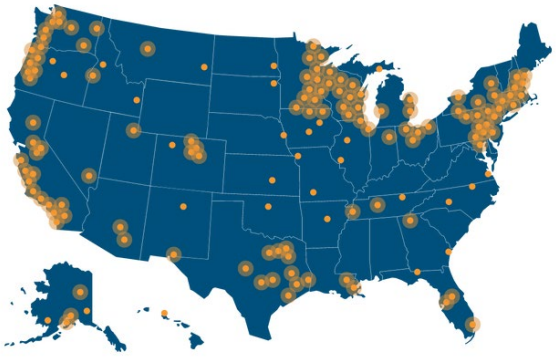
Cities Digital Inc. (CDI) is a dynamic and forward-thinking technology company specializing in delivering innovative solutions for modernizing business processes and content management. With a strong commitment to helping organizations thrive in the digital era, CDI has been at the forefront of revolutionizing the way businesses handle their data, content, and workflow automation.

Our Vision

At CDI, our vision is to empower organizations to unlock their full potential through cutting-edge technology. We believe in a world where information flows seamlessly, processes are streamlined, and teams collaborate effortlessly, ultimately leading to improved efficiency, productivity, and growth.

Our Expertise

With a dedicated team of experts, CDI brings a wealth of knowledge and experience in Enterprise Content Management (ECM) and Business Process Management (BPM). Our solutions are designed to transform the way businesses operate, eliminating bottlenecks, reducing manual tasks, and ensuring compliance with industry regulations.



Why Choose CDI?

Proven Track Record: CDI has a history of successful implementations across various industries, helping organizations of all sizes achieve their digital transformation goals.

- Innovative Solutions: We leverage state-of-the-art technology, including Laserfiche, a leading ECM platform, to deliver cutting-edge solutions that drive efficiency and enhance productivity.
- Client-Centric Approach: We prioritize understanding your unique business needs and challenges, tailoring our solutions to align perfectly with your goals.
- Ongoing Support: Our commitment to your success doesn't end with implementation. We offer ongoing support, training, and maintenance to ensure your continued success.

Join the Digital Revolution with CDI

Partner with Cities Digital Inc. to embark on a transformative journey toward a more efficient, organized, and future-ready business environment. Experience the power of technology-driven solutions that can revolutionize the way you work and help you achieve your business objectives.

Addendum B: Licensing

Laserfiche Cloud Package Tiers

Laserfiche Cloud enables organizations to automate business -critical processes and properly secure content. With continuously enhanced platform capabilities that include workflow management, electronic forms, A.I.-powered document capture and more, the Laserfiche Cloud SaaS- based deployment allows you to generate value immediately and accelerate your return on investment.

Key: **-** Not included | **+** Add-on | ✓ Included

	Description	Starter	Professional	Business
Document Management				
Advanced search	Perform and save granular searches across a wide set of search attributes for easy and quick content retrieval.	✓	✓	✓
Version history	Store previous versions of documents allowing you to revert back to prior versions if necessary.	✓	✓	✓
Simultaneous editing of Microsoft 365 content	Add searchable comments, callouts, highlights, stamps and more to images and text.	✓	✓	✓
Annotations	Collaborate on and edit Microsoft 365 content at the same time with other users	✓	✓	✓
Direct file sharing with external users	Share content via secure links within and outside of the organization with external constituents and other users.	✓	✓	✓
Customizable metadata templates	Define a metadata template that can be automatically populated to support keyword search, document classification and more.	✓	✓	✓
Mobile app with offline sync	Access and update files on-the-go, even without internet connection using offline mode.	✓	✓	✓
File publishing via public portal	Provide read-only web access to documents for a population outside of your organization with a user-friendly public portal site.	-	+	Unlimited views
Audio/Video transcription	Perform keyword searches within audio and video content.	-	✓	✓

Process Automation				
No-code workflow designer	Automate email alerts, document routing, approvals and much more with a drag-and-drop interface to automate and optimize virtually any process.	-	✓	✓
Process versioning	Reference and restore previous versions of process definitions.	-	✓	✓
Rules management	Centrally define repeatable decision logic, formulas, scripts and more that can be defined once and used across multiple processes as relevant.	-	✓	✓
Task management	View, manage, complete and report on individual and team tasks, which can be sorted by priority and deadlines in a central task inbox.	-	✓	✓
Custom scripting	Create custom scripts to include as part of automated solutions and integrate with third parties.	-	✓	✓
Process health reports	Identify process bottlenecks and inefficiencies using out-of-the-box insights reports that monitor process health metrics.	-	✓	✓
Custom reports	Create custom report visualizations on process data to gain business intelligence and inform strategic decisions.	-	✓	✓
Content Capture				
Bulk import	Automatically import electronic files from network drives and file shares in bulk or on a schedule.	✓	✓	✓
Email archiving	Archive emails automatically, using filing rules based on email properties such as "subject" or "from/to".	✓	✓	✓
Batch document scanning and image processing	Perform automated clean-up (e.g. page separation, image improvement, deskew, etc.) to improve OCR and indexing.	+	✓	✓
Auto-classification and auto- filing	Sort and classify documents as they are added to the repository, simplifying the process to search and retrieve content.	+	✓	✓
Mobile app capture	Easily capture documents through your mobile device's camera and access offline documents via mobile app.	✓	✓	✓
Smart Invoice Capture	Automatically capture information from any invoice, in any format with machine learning technology.	-	+	+

Electronic Forms				
Dynamic field rules	Dynamically show and hide certain form fields based on the values of other fields for more complex forms.	-	✓	✓
Form templates	Use pre-built forms and process templates to reduce development time and jumpstart automation efforts.	-	✓	✓
Approval automation	Automate approval tasks, document routing, reminders and more using a code-free business process designer to outline the activities after a form submission.	-	✓	✓
Surveys	Create surveys and view results as responses are submitted via visualized charts.	-	✓	✓
Custom themes	Set colors, font sizes, borders, logos and everything else to design the look of an electronic form.	-	✓	✓
CSS/JavaScript scripting	Allows advanced functionality to be added to an electronic form to customize how a form looks and feels beyond existing functionality by using CSS/JavaScript.	-	✓	✓
Mobile offline form submissions	Complete electronic forms on the go or through kiosk mode via mobile app, even when offline. Offline forms are submitted when connection is restored.	-	✓	✓
Public form submissions	Publish external-facing forms for public users or external constituents to submit information and kick off internal review processes	-	+	✓
Integrations & Integration Tools				
Microsoft 365 integration, including Outlook and Office	Work efficiently and securely with direct integrations for Microsoft Word, PowerPoint, Excel and Outlook.	✓	✓	✓
Remote lookups	Access local databases to populate form fields, metadata, process logic and more via lookups.	-	✓	✓
Redtail CRM integration	Push and pull data between Laserfiche and Redtail to reduce data entry and optimize CRM process flows.	-	✓	✓
Microsoft Dynamics 365 integration	Push and pull data between Laserfiche and Dynamics 365 to reduce data entry and optimize CRM process flows.	-	✓	✓
Salesforce CRM Integration	Push and pull data between Laserfiche and Salesforce to reduce data entry and optimize CRM process flows.	-	+	+

Workflow Bots	Use robotic process automation-powered software “bots” to automate manual, repetitive clicks and data entry that span across the user interfaces of websites and software application that lack traditional integration access points, without the need to write any code.	-	+	+
Laserfiche API	Use a set of RESTful web APIs to design custom integrations between Laserfiche and third-party enterprise apps.	-	50,000 calls/month.	100,000 calls/month.
Software development kit	Create custom applications that access Laserfiche with programming tools and documentation.	-	+	✓
DocuSign integration	Send documents from the Laserfiche repository via DocuSign to complete e-signatures.	+	+	✓
Ellucian Banner integration through Ethos	Seamless exchange of student personal information and course information between Laserfiche and Banner SIS to support the student registrar forms use case.	-	+	+
Certified integration with SAP ArchiveLink	Configure a Laserfiche repository as a content repository in SAP, where you can directly archive SAP content in Laserfiche as well as search, retrieve, update and delete content.	+	+	+
Integration with Laser App	Import filled out LaserApp forms into the Laserfiche repository and set Laserfiche metadata field values based on Laser App data.	+	+	+
Compliance				
Redactions	Redact images and/or text associated with a document to hide sensitive data from unauthorized users.	✓	✓	✓
Basic audit trail on user activity	Track successful user actions, such as create/delete/edit actions performed on documents and metadata.	✓	✓	✓
Advanced audit trail on user activity	Configure and track successful and unsuccessful changes to access rights, global and user settings, passwords and more.	-	+	✓
Watermark Tracking	Place an administrator-defined watermark on content printed or exported by a user.	-	+	✓
Records lifecycle management	Manage records through creation, active use, and disposition based on compliance and organizational requirements. This includes classifying, securing, storing, tracking, and destroying records as necessary.	-	+	✓
Legal holds	Apply a legal hold to specified content, preserving all forms of relevant information and halt	-	+	✓

	retention policies to avoid evidence tampering or accidental removal when litigation is possible.			
Records retention and disposition reporting	Quickly locate and create a report on records based on their retention and disposition schedules.	-	+	✓
Automate records actions and events	Automatically set cutoff instructions, retention schedules, holds and more to reduce manual records-related actions.	-	+	✓
Strict compliance mode WORM (Write Once Read Many) storage – Laserfiche Vault	Automatically set cutoff instructions, retention schedules, holds and more to reduce manual records-related actions.	-	+	+
Administration				
Group and role-based fine- grained security access controls	Set access rights by individuals, roles or groups to limit and control access to documents and objects across the platform.	✓	✓	✓
Multi-factor authentication	Enable multi-factor authentication to strengthen user security.	✓	✓	✓
AD FS authentication for Windows users	Configure single-sign on via Active Directory Federation Services to use existing AD credentials.	-	✓	✓
SAML authentication	Configure SAML-based single sign-on with a variety of identity providers.	-	✓	✓
SCIM User Provisioning and Management	Automate the user provisioning and deprovisioning process for SAML users.	-	-	✓
Just-in-time/on-demand provisioning for SAML and AD users	Create and assign user licenses upon initial user log in to eliminate the need to configure user accounts in advance.	-	-	✓
Security				
SOC 2 Type 2	This report details the controls for Laserfiche Cloud related to the criteria for the security, availability and confidentiality principles set forth in TSP section 100, 2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality and Privacy (AICPA, Trust Services Criteria).	✓	✓	✓
TLS encryption in transit and AES-	All data sent between Laserfiche customers and applications is encrypted in transit using Transport Layer Security (TLS) with Perfect	✓	✓	✓

256 encryption at rest	Forward Secrecy (PFS). Data volumes on servers storing customer data and attachments in Laserfiche Cloud are encrypted at rest using industry-standard full-disk AES-256 encryption.			
Intrusion detection	Laserfiche Cloud utilizes host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access	✓	✓	✓
Penetration testing	Laserfiche engages third-party vendors to conduct external penetration testing of the Laserfiche Cloud system.	✓	✓	✓
Vulnerability scanning	Laserfiche performs a vulnerability scan of backend servers that run in the Laserfiche Cloud hosting environment.	✓	✓	✓
Cloud Platform Reliability				
High Availability	Laserfiche Cloud SaaS services are hosted in multiple regions, consisting of multiple availability zones with multiple data centers. These data centers are housed in separate facilities with redundant power, networking, and connectivity.	✓	✓	✓
Automated and encrypted backups	Customer data is backed up several times each day. The backups are encrypted, replicated and stored in geographically separate data centers.	✓	✓	✓
Support				
Online learning resources	Access a variety of training videos, certification courses, documentation and more to support smooth implementation and user adoption.	✓	✓	✓
Community forum	Engage with a vibrant user community, including Laserfiche staff, resellers and other customers, to share questions and find answers.	✓	✓	✓
Automated feature and security updates and enhancements	Continue to drive innovation with the latest features and enhancements without requiring any manual updates.	✓	✓	✓

Addendum C: Supported Operating Systems

Server Operating Systems:

- Windows Server 2022
- Windows Server 2019
- Windows Server 2016
- Windows Server 2012 R2
- Windows Server 2012

Laserfiche software requires Windows Server with Desktop Experience.
Server Core installations of Windows Server operating systems are not supported.
Laserfiche will support operating systems through their end of support date as stated by their manufacturer.

Desktop Operating Systems

- Windows 11
- Windows 10

Home editions of Windows desktop operating systems are not supported.
Laserfiche will support operating systems through their end of support date as stated by their manufacturer. In cases where this article, the documentation included with the software, and the manufacturer's documentation differ, the manufacturer's end of support date will be used unless otherwise indicated in this article.

Except for the Laserfiche Integration with Microsoft Teams, locally installed Laserfiche components are not supported on MacOS. Mac users can use any web-based Laserfiche application functionality that does not require a locally installed component (e.g., desktop Office Integration, Snapshot, Scanning, etc.).

Web Browsers

- Recent versions of Chrome, Microsoft Edge, and Firefox
- Safari on Mac OS and iOS are supported for interacting with the repository and filling out forms.

Database Engines:

- Any Laserfiche 11 or 10.4 system with Laserfiche Forms requires Microsoft SQL Server 2014 SP3 or above.
- Laserfiche supports Amazon RDS for SQL Server running a supported version of SQL Server
- Laserfiche supports Azure SQL Managed Instance
- Laserfiche supports Azure SQL Database, with the constraint that External Tables for Dynamic Fields in Laserfiche repositories must be created within the repository database itself since Azure SQL Database does not currently fully support cross-database queries.

Addendum D: Software Support

LSAP Policy:

The initial purchase of a Laserfiche software system also requires purchasing LSAP for each component. LSAP is a software assurance program initiated by Laserfiche to ensure that clients can receive regular product updates and basic software support through their value-added reseller. CDI has developed this policy about services that are included with the purchase of LSAP to serve all clients with the utmost accuracy and efficiency.

Services covered in base LSAP costs:

- CDI website access at Support.CitiesDigital.com
- Laserfiche website access at Support.Laserfiche.com & Answers.Laserfiche.com
- Monthly Laserfiche User News (email newsletter with information and helpful tech tips)
- Educational webinars from Laserfiche and CDI
- Periodic CDI sponsored user groups.
- Unlimited CDI telephone and remote support (weekdays, during business hours) 8:00 a.m. - 7:00 p.m. CST
- Free access to Laserfiche product updates (does not include installation or training)

Services available on a per unit basis (not included with base LSAP):

- Installation
- Training
- On-site support (available in packaged units by hours)
- Custom integrations
- Document conversions
- Product consulting and configuration
- Workflow, Forms, and system design
- Software development services

You will have access to:

- **Rapid-response technical support:** CDI will promptly troubleshoot and resolve any issues that arise—before they impact operations or affect staff productivity.
- **The latest hotfixes, updates, and patches:** These critical items ensure that your Laserfiche system continues to operate at peak efficiency.
- **New releases:** These updates will help you make sure your system stays current, as new releases of your licensed products are included at no additional charge.

Addendum E: Premium Services

The following provides an overview of premium Services that CDI offers to its client base. These services extend beyond the foundational LSAP maintenance agreement and offer levels of premium and enhanced support.



Professional Service Prepaid Packages

Get the most out of your solution by securing prepaid services with CDI experts, at deeply discounted rates.

- Reduced professional service rates.
- Up to 15 minutes of free *Hands & Eyes* service with CDI Support.
- *Priority Support.

*Diamond, Platinum, and Gold Support packages



Reserved Laserfiche Expert:

Augment your staff with a dedicated Laserfiche expert who is there to accelerate your projects.

- More cost effective than hiring an FTE.
- More efficient than hiring and training an FTE.
- World-class expertise & certification in Laserfiche solutions = get more done faster.
- Dedicated availability to build, consult and train without a scheduling hassle.



24x7 Emergency Support:

Add 24x7 support coverage for your Laserfiche solution.

- A simple process to access assistance from Laserfiche experts.
- 24x7 Laserfiche coverage, including holidays.
- Predictable costs that decrease the chance of downtime expense during business hours.

PROFESSIONAL SERVICES PREPAID PACKAGES

While all clients can engage in projects with our Laserfiche-leading Professional Service and Development teams, *Professional Services Prepaid Packages* provide a variety of advantages and benefits over ad-hoc engagements, including:

- Reduced professional service rates
- Priority support with guaranteed response times
- Up to 15 minutes of free online/phone assistance with CDI Support

PROFESSIONAL SERVICES PREPAID PACKAGES	HANDS & EYES SERVICES up to 15-minutes of free online/phone assistance with CDI support	PRIORITY SUPPORT HOTLINE includes priority support with guaranteed response times	PRIORITY SUPPORT HOTLINE number of hours included at discounted hourly rate
DIAMOND $28,000 ($175/hr.)	✓	✓	**160 hours***
PLATINUM $14,400 ($180/hr.)	✓	✓	**80 hours***
GOLD $7,400 ($185/hr.)	✓	✓	**40 hours***
SILVER $3,800 ($190/hr.)	✓		**20 hours***
BRONZE $1,950 ($195/hr.)	✓		**10 hours***

*Advanced service packages expire 1-year from date of purchase | Additional hours may be purchased at a discounted rate within the service year

TRAVEL TIME

CDI technician on-site travel time is billed a 1/2 of normal hourly rate during travel time plus...

- $ .585 per mile (vehicle)
- total cost of airfare (flight)
- $250 per day per diem

OFF-HOURS CONSULTING & SUPPORT

- Professional Services Prepaid Packages can be used for off-hours support and consulting services at an adjusted conversion rate
- Must be scheduled two weeks in advance

DEVELOPMENT HOURS

- Consulting services prepaid packages can be used for development services hours at an adjusted conversion rate

RESERVED LASERFICHE EXPERT

Reserved Laserfiche Expert is great for clients seeking a time-based engagement rather than a project-based commitment. Subscribe annually to our Reserved Laserfiche Expert program and be paired with an expert for a specified weekly timeframe. The matched resource is at your disposal for tasks such as user training, system management, process analysis, and Laserfiche solution development.

BENEFITS:

- More cost effective than hiring an FTE.
- More efficient than hiring and training and FTE.
- World-class expertise & certification = get more done faster.
- Dedicated availability to build, consult and train without a scheduling hassle.

ENGAGEMENTS:

- Engagements start at a minimum of 1 day per week (8 hours) and increase at the same increment.
- 12-month commitment.
- Discounted hourly rate of $150/hr.

PRICING:

- 1 Day Per Week: $5,200 (monthly charge)
- 2 Days Per Week: $10,400 (monthly charge)
- Days Per Week: $15,600 (monthly charge)

24X7 EMERGENCY SUPPORT

CDI offers an optional add-on service, which provides customers with 24/7 emergency support services for their Laserfiche system. All customers have the option to add this service to their annual agreement.

EMERGENCY DEFINITION:
An emergency event is defined as a situation that necessitates immediate attention outside of regular business hours due to the following circumstances:

1. Financial Losses: The event poses a significant risk of financial loss if not addressed promptly.

2. Regulatory Challenges: The event involves issues that could lead to non-compliance with regulatory requirements requiring immediate intervention.

3. Total System Outage: The Laserfiche System and/or CDI Solutions is completely non-operational, impacting all users and critical functions.

Such events demand urgent resolution to mitigate adverse impacts and ensure continuous operational integrity.

EMERGENCY EXCLUSIONS:

- Laserfiche system or integration updates, upgrades and server migrations must be scheduled in advance with CDI Support and fall outside “Emergency Support”.
- Modifications of existing configured processes, or design/creation of new processes, within modules like Workflow, Forms, Quick Fields, CDI integrations, etc.

BENEFITS:

- A simple process to access assistance from Laserfiche experts.
- 24x7 Laserfiche coverage, including holidays, ensuring prompt resolution of issues.
- Predictable costs that decrease the change of downtime expense during business hours.

PRICING:

- Contact Sales

2000 O'Neil Rd., Suite 100
Hudson, WI 54016
www.cdi.support
email | laura@citiesdigital.com
phone | 855.714.2800
fax | 866.592.7374

Board of Trustees Meeting

Date: April 8, 2025

Subject: Resolution No. 15-2025 - A Resolution of the Town of Wellington Establishing Guidelines For Irrigation and Water Conservation

- **Presentation: Meagan Smith, Deputy Public Works**

EXECUTIVE SUMMARY

Over the past two decades, the Town of Wellington has implemented mandatory watering restrictions in response to limitations in the Town's water treatment capacity. With the completion of the Water Treatment Plant expansion in 2025, those capacity constraints have been resolved. However, water conservation remains a priority for both the Town and the region. Establishing formal watering guidelines for 2025, which align with previous restrictions, will continue to promote water conservation, assist residents in managing water costs, and provide clarity regarding HOA enforcement of landscaping requirements. Resolution No. 15-2025 proposes adopting these guidelines to support responsible water use, ensure compliance with state law regarding HOA watering requirements, and provide education to the public.

BACKGROUND / DISCUSSION

As authorized by Wellington Municipal Code Section 13-1-160(a), the Town has historically imposed watering restrictions to manage water demand, particularly during summer months. In many years, mandatory restrictions limited lawn watering to two days per week during designated hours. In addition, the Town regularly issued voluntary guidelines to encourage conservation practices such as adjusting sprinkler heads, reducing overspray, and minimizing water waste when washing vehicles.

These measures align with the 2018 Town of Wellington Municipal Water Efficiency Plan, which identifies water restrictions and conservation guidelines as tools to promote long-term water sustainability.

During the multi-year expansion of the Water Treatment Plant, peak demand exceeded the Town's treatment capacity, necessitating stricter watering restrictions. With the facility expansion now complete, treatment capacity is no longer a constraint, eliminating the need for mandatory restrictions.

However, water conservation remains a regional and local concern. As of March 25, 2025, portions of Eastern Larimer County and Western Weld County are classified under Extreme Drought by the U.S. Drought Monitor. Continued responsible water use is essential for ensuring long-term water security.

Although the Town no longer requires mandatory watering restrictions for capacity reasons, the adoption of watering guidelines provides multiple benefits, including:

- Public Education & Conservation - Reinforces best practices for efficient water use.
- Financial Savings for Residents - Helps mitigate high per-gallon water costs.
- HOA Compliance & Legal Protection - Ensures residents are not penalized by their HOA for watering in accordance with Town guidelines.

Under Colorado law (C.R.S. 38-33.3-302(1)(k)(II)), an HOA cannot fine a property owner for failing to

maintain landscaping if they are complying with local government watering restrictions or guidelines. For example, if a resident follows the proposed twice-per-week watering schedule under Resolution No. 15-2025 and their grass does not meet HOA standards, the HOA cannot impose fines. However, property owners who do not water at all remain subject to HOA enforcement.

Resolution No. 15-2025 establishes a clear and reasonable framework for responsible lawn watering, balancing conservation goals with homeowner rights and financial considerations.

CONNECTION WITH ADOPTED MASTER PLANS

This supports the following Town of Wellington Strategic Plan Goals:

- Ensure Strong Town Operations - Communicate strategically to community audiences.
- Grow Responsibly - Proactively maintain & improve utilities, streets, and built environment.

FISCAL IMPLICATIONS

No funding is required for this specific item, as it falls under the purview of the Board of Trustees as a policy decision.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution No. 15-2025, establishing 2025 Watering Guidelines.

MOTION RECOMMENDATION

Move to adopt Resolution No. 15-2025, a Resolution of the Town of Wellington Establishing Guidelines For Irrigation and Water Conservation

ATTACHMENTS

1. Resolution No. 15-2025 Outdoor Watering Guidelines
2. US Drought Monitor - Colorado 3.25.2025

TOWN OF WELLINGTON

RESOLUTION NO. 15-2025

A RESOLUTION OF THE TOWN OF WELLINGTON ESTABLISHING GUIDELINES FOR IRRIGATION AND WATER CONSERVATION

WHEREAS, Wellington Municipal Code Section 13-1-160(a) states the Town Board of Trustees has the authority to establish rules and regulations to limit outdoor watering or sprinkling or to limit the use of water in such manner as it shall deem necessary. Such regulations may be adopted by Resolution and shall become effective immediately upon passage; and

WHEREAS, watering during peak daytime temperatures can result in up to 75% water loss due to evaporation, reducing irrigation efficiency; and

WHEREAS, portions of the State of Colorado, including portions of Eastern Larimer County and Western Weld County, are classified as experiencing extreme drought by the U.S. Drought Monitor; and

WHEREAS the 2018 Town of Wellington Municipal Water Efficiency Plan identified auditing and restricting residential irrigation as a strategy to reduce water use in Town to mitigate effects of drought; and

WHEREAS, since 2013, the Town has annually adopted resolutions implementing mandatory outdoor watering restrictions to manage demand and promote conservation; and

WHEREAS, in 2024, the Town adopted Resolution No. 13-2024, notably to limit water use during the construction of the Town's Water Treatment Plant Expansion, which was completed in late 2024; and

WHEREAS, water use continues to be a pervasive problem for the Town as raw water and water delivery costs have risen dramatically; and

WHEREAS, the completion of the Water Treatment Plant expansion has alleviated past treatment capacity concerns, however, voluntary outdoor irrigation reductions remain beneficial for long-term conservation and cost management; and

WHEREAS, the Board of Trustees would like to encourage its residents to conserve water during this time of regional drought and reduce expense, by issuance of formal guidelines for the reduction in irrigation activities.

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

SECTION 1: Guidelines for Reducing Water Use

Residents are encouraged to follow the following guidelines to conserve water and reduce the potential for more stringent mandatory restrictions.

1. From April 15 through October 15 of each year, outdoor watering of turf grass is recommended between the hours of 7:00 p.m. and 8:00 a.m. the next morning.
2. Outdoor watering of turf grass should be limited to no more than two (2) days per week. Watering should be limited to only that which is necessary to keep lawns and other landscape plants alive and healthy.
3. Irrigation runoff and overspray onto impervious surfaces (e.g., sidewalks, driveways, streets) should be minimized to prevent water waste. Sprinkler systems should be maintained and adjusted to prevent water running off the lawn and into the street gutter.
4. After rain events, turn off automatic watering systems until lawns start to get dry again.
5. Outdoor car washing should be done using a bucket and hose equipped with a shut-off nozzle to minimize water waste.

Notwithstanding the foregoing, the following activities may require additional days of watering.

1. Watering of gardens and plants, including vegetable gardens and containers; and
2. Watering of new grass seed, sod and landscape vegetation within 30 days of planting when the landowner/occupant is establishing vegetation.

If water production falls below levels required to provide water demand or if it is determined that water supplies are in jeopardy of not being able to meet demands, the Town Board of Trustees will promptly consider a Resolution imposing mandatory restrictions on irrigation to replace these guidelines.

SECTION 2: Water Wells

Property owners utilizing adjudicated water wells for irrigation must post signage indicating ‘well water’ or ‘non-potable water’ use whenever watering is occurring.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted by the Board of Trustees this 8th day of April, 2025.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

_____
Hannah Hill, Town Clerk

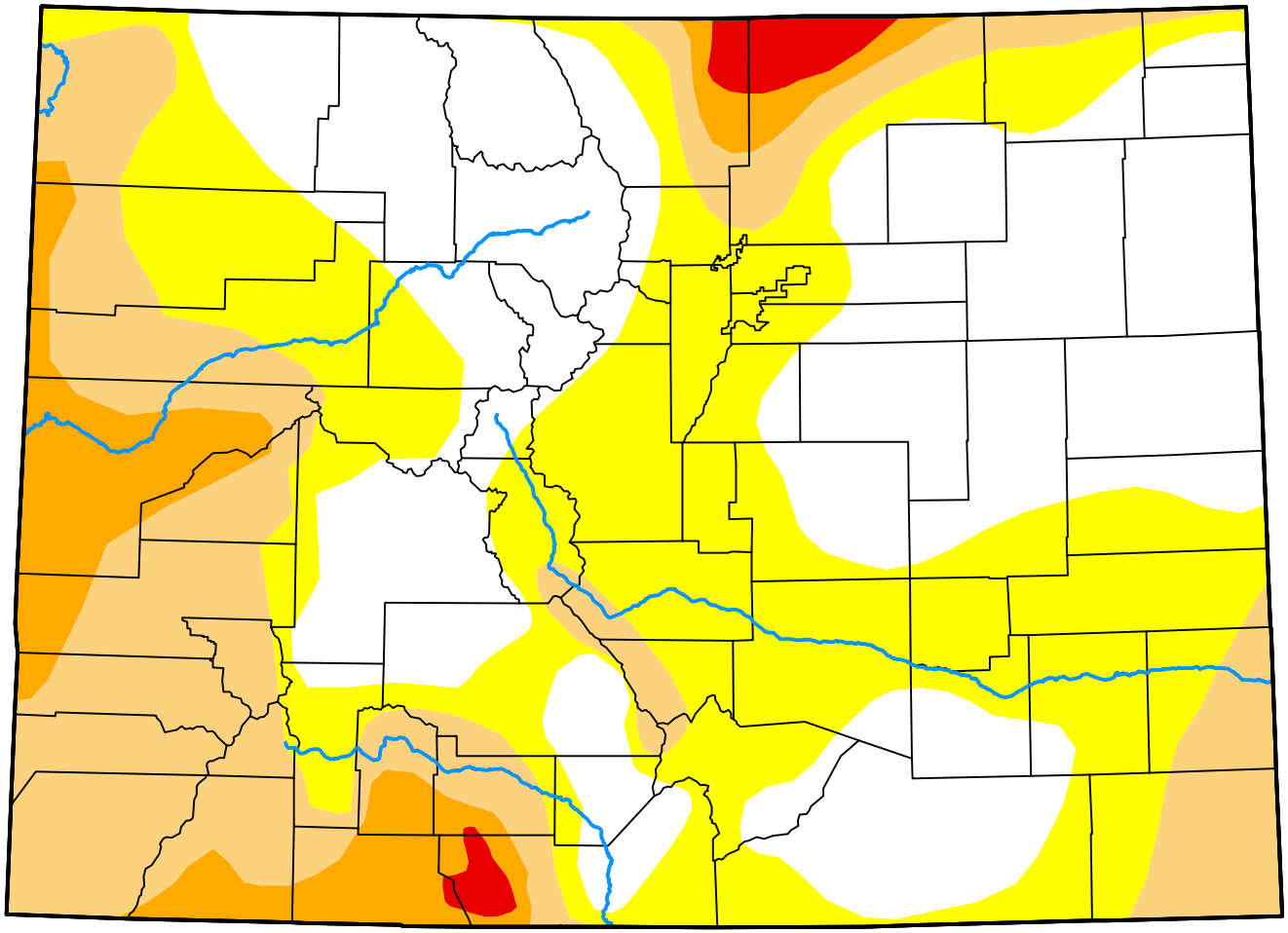
U.S. Drought Monitor

Colorado

March 25, 2025

(Released Thursday, Mar. 27, 2025)

Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Brad Rippey
U.S. Department of Agriculture

droughtmonitor.unl.edu

Board of Trustees Meeting

Date: **April 8, 2025**
Subject: **Quarterly CORA Report (January-March 2025)**

EXECUTIVE SUMMARY

This is a report of all Colorado Open Records Requests submitted to the Town.

BACKGROUND / DISCUSSION

This report covers CORA requests and activity from January to March of 2025.

CONNECTION WITH ADOPTED MASTER PLANS

N/A

FISCAL IMPLICATIONS

N/A

STAFF RECOMMENDATION

Review and retain report.

MOTION RECOMMENDATION

N/A

ATTACHMENTS

1. CORA Report Jan-Mar 2025

Date	Requestor	Description of Request	Outcome	STAFF DEPT	Staff Minutes Spent	Charges	Date Closed	Pending Closure
1/8/2025	Amy Mortensen	Building Permits for: 3218 Buffalo Grass Ln 3196 Buffalo Grass Ln 3246 Buffalo Grass Ln 3232 Buffalo Grass Ln 7161 Feather Reed Dr 7153 Feather Reed Dr 7137 Feather Reed Dr 7121 Feather Reed Dr	Documents sent	BD	10	$0	1/9/2025	
1/13/2025	Christine Gaiter	2022 Audit	No responsive documents	FIN	10	$0	1/13/2025	
1/14/2025	Cathy Amen	Certificate of Occupancy for: 4002 Blue Pine; 4004 Blue Pine; 4009 Blue Pine; 7859 5th St	Documents sent	BD	10	$0	1/15/2025	
1/21/205	Allan Abreu	All invoices for water (or wastewater/sanitation) treatment chemicals purchased in the months of June to September 2024. Specifically, researching chlorination (sodium hypochlorite), pH adjustment, coagulants, flocculants, polymers, corrosion inhibitors and other chemicals used in the facilities processes.	Documents sent	PW	30	$0	1/0/1900	
1/30/2025	Peter Carter	Original Occupancy use designation for the commercial unit; maximum number of people for 6557 Buttercup Drive Unit 5	Documents sent	BD	15	$0	2/3/2025	
2/4/2025	Single Source Property Solutions	Copies of Condemnation Notice, any open code violations, building violation and any open fines/fees or liens that have been issued for 3724 Wilson Ave	Documents sent	BD/NSO	55	$0	2/5/2025	
2/14/2025	Christine Gaiter	2022 Audit Management letter	Document sent	FIN	20	$0	2/19/2025	
2/18/2025	Amy Mortensen	Building permits for tax verification for the following address: 3246 Buffalo Grass Ln 3232 Buffalo Grass Ln 3178 Buffalo Grass Ln 7161 Feathers Reed Dr 7153 Feathers Reed Dr 7137 Feathers Reed Dr 7121 Feathers Reed Dr	Documents sent	BD	10	$0	2/18/2025	
2/19/2025	Jon Gaiter	Resolution creating Water Source Committee; Committee member names; Dates met	Documents sent	TCO	20	$0	2/20/2025	Interpreted request to be Water Source Advisory Group and provided agendas to this body
2/19/2025	Cheryl Thompson	Permits and/or certificates of completion for property located at 3182 Fairmont Dr Unit 12C	Documents sent	BD	15	$0	2/21/2025	
2/20/2025	Christine Gaiter	Summary of all of the 2022 audit adjustments. There should be a document basically showing starting trial balances, plus/minus auditor adjusting journal entries number 1-x, and then final trial balance.	Document provided	FIN	10	$0	2/20/2025	
3/4/2025	Christine Gaiter	Site plan for LOT 1, GWG SUB PH 2, WEL (20070016768)	Documents to Lot 2 provided; lot 1 is vacant. Asked for clarification	PLN	30	$0	3/5/2025	Est. 15 hours for physical search. Requestor decided not to be invoiced 3/12/2025
3/13/2025	Jeff Huskerson	Building inspection records, drawings for 8497 Sonata Ln	Documents provided	BD	20	$0	3/14/2025	

3/24/2025	Justin Wenig	Records related to purchases, specifically: - A list of purchase orders, transactions, or paid invoices from January 1, 2022 to present date, including but not limited to: - Purchase date - Vendor name - Description of goods/services purchased - Line item quantity - Line item price/amount - If vendor names are coded in the file, please provide a vendor list with corresponding codes.	Report provided	FIN	45	$0	3/26/2025	
3/25/2025	Paul Dave	Copies of the itemized bid sheets submitted for the Lift Station No. 65 Rehabilitation project under the Village of Wellington (Permit No. ITB-202502-0-2025/DZ)	No documents	PW	0	$0	3/25/2025	Assuming the requestor meant Wellington Florida; inquired and no response received
3/25/2025	Paul Dave	Copies of the itemized bid sheets submitted for the South Shore Boulevard Forcemain Replacement Phase 2 project under the Village of Wellington (Permit No. ITB-202505-0-2025/ER)	No documents	PW	0	$0	3/25/2025	Assuming the requestor meant Wellington Florida; inquired and no response received
3/26/2025	Mark Bishop	All available records and permits for 3725 Cleveland Ave	Documents providd	B&P	30	$0	3/27/2025	

Category	Totals
Requests	17
Staff Minutes	330
Staff Hours	5.5
Average Time/Request (Minutes)	19.41176471
Invoices Issued	0
Charges Obtained	$0.00