

BOARD OF TRUSTEES February 20, 2024 6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Work Session Agenda

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

Please click the link below to join the webinar:

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

Passcode: 726078

Or One tap mobile:

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

Or Telephone:

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

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

626 6799 or +1 360 209 5623

Webinar ID: 848 7116 2393

A. ITEMS

- 1. Introduction to Economic Development
 - Presentation: Walt Elish, Business Development Manager Berthoud, CO
- 2. Animal Sheltering and Animal Protection and Control
 - Presentation: Patti Garcia, Town Administrator

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



Board of Trustees Meeting

Date: February 20, 2024

Subject: Introduction to Economic Development

• Presentation: Walt Elish, Business Development Manager - Berthoud,

CO

BACKGROUND / DISCUSSION

During the 2024 budget adoption process, members of the Board of Trustees expressed interest in setting aside funds for economic development efforts. It was requested that the topic be brought back after the first quarter of 2024 to determine the financial feasibility of a new position or contract for the services. In preparation for that discussion, Walt Elish, Berthoud Business Development Manager, will be presenting an Introduction to Economic Development which is intended to help guide the Board in future discussions related to this topic.

STAFF RECOMMENDATION

For Board of Trustee discussion.

ATTACHMENTS

1. Intro to Econ Dev 02.20.24





What is Economic Development?

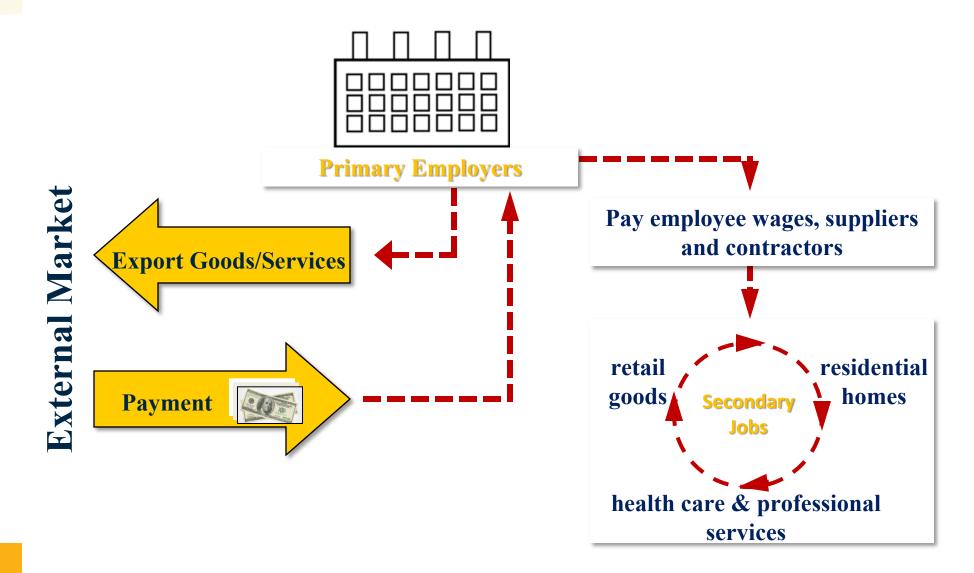
The intentional practice of improving a community's economic well-being and quality of life.

It includes a broad range of activities to retain, create and attract high-quality jobs, and to foster the growth of a resilient tax base and an inclusive economy.

It is a collaborative effort involving industry, government and myriad community stakeholders focused on improving a community's competitiveness.



Primary jobs bring new wealth to a community





One word to describe economic development





Challenges



Businesses need

- Access to land, skilled labor, capital and utilities
- Networks and connections that increase competitiveness



Workers need

- Quality jobs
- Education and training
- Opportunities for advancement



Communities need

- Funding for basic services
 - Quality of life amenities
- Economic diversification and resilience

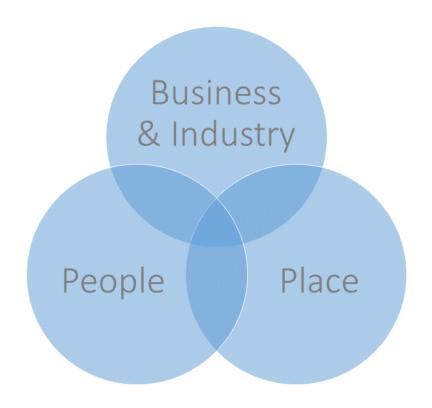
Economic Developers can help!!



Striving for Balance in a Community!

Business, Place and People-Based Strategies

What is Economic Development?





Role of an Economic Developer

Analyst

Understand the strengths, weaknesses and comparative advantages of the local community, providing quantitative and qualitative information to key players.

Advocate

Protect the interests of households and businesses, advocating for the good of the entire community

Visionary

Able to look past short-term goals to champion a vision for the greater economic horizon



Catalyst

Enthusiastically support community initiatives and incentivize investment by public and private actors

Gap Filler

Assist when markets and institutions cannot meet the needs of the community or businesses

Educator

Inform a wider community about the costs and benefits of development initiatives



Development Council

One word to describe economic developer





Development Council

Core activities Access to capital Marketing Business and business retention and recruitment expansion Small Workforce Fostering business development entrepreneurship development Creating Neighborhood Strategic networks and development planning partnerships Revitalization



Finance and incentives

Loans, bond programs, seed funds, grants, tax credits, equity

Marketing

Community promotion, targeted business recruitment, land and buildings

Ways and means

Navigating systems

Zoning, permitting, regulations, incentives access and compliance, etc.

Technical assistance

Helping companies identify and access resources for workforce development, technology commercialization, small business development, new business formation, exporting, etc.

Analysis and planning

Analyzing local economic data, assessing competitive advantages and disadvantages, understanding broad economic trends, strategic planning,

Business climate

Advocacy around transportation, taxes and regulation, infrastructure, telecommunications, education, and other community services and amenities

Partnerships, networks and connections

Creating links among businesses, governments, nonprofits, educational entities, neighborhood groups and other organizations to further common goals



Keys to success for an economic development program

- An economic development strategic plan that has a widely accepted vision in addition to measureable indicators of success and failure
- A strong understanding of the local economy, its strengths, weaknesses, opportunities and threats
- Programs that are built on local comparative advantages

- Local leadership that stimulates cooperation and collaboration among different actors in the community
- Sustained funding for economic development over a long period of time
- Striving for excellence in customer service
- 7 Professional economic developer



International Economic Development Council





Government Resources

Federal

- Departments/ministries such as agriculture, commerce, construction, urban development, energy, finance, transportation & infrastructure, and treasury
- Provide funds and services to state and local governments

State

- Provide tax credits, tax abatements and other incentives to fund local initiatives
- State loan funds and technical assistance for businesses and real estate development

Local

 Financing (grants and loans), tax increment financing, incentives, infrastructure, front-end development costs, business technical assistance, streamlined and efficient development process



Types of Economic Development Orgs (EDOs)

- State and local governments
- Chambers of commerce
- Port authorities
- Development authorities
- Empowerment zones and enterprise communities

- Incubators, accelerators and research parks
- Technology transfer organizations
- State enterprise zones
- Business improvement districts
- Community development banks

- Public-private partnerships
- Community development corporations/certified development corporations
- Local redevelopment corporations
- Industrial development corporations



Fostering partnerships

Economic development is much more than business attraction



- Fostering public-partnerships with existing community organizations
- Supporting business retention and expansion, entrepreneurship
- Partnerships within workforce development, real estate, higher education, etc.



Board of Trustees Meeting

Date: February 20, 2024

Subject: Animal Sheltering and Animal Protection and Control

• Presentation: Patti Garcia, Town Administrator

BACKGROUND / DISCUSSION

The Board of Trustees is considering an Intergovernmental Agreement (IGA) with Berthoud, CO and Timnath, CO and NOCO Humane to share in services and costs for animal sheltering and animal protection and control. A Joint Agreement between the parties to partner with NOCO Humane is also in consideration. The IGA and Joint Agreement (attached for reference) were postponed to the Board's meeting of March 12, 2024 to allow for a work session on the topic of animal control services.

A summary of existing animal sheltering and animal protection and control services in Wellington is attached. In addition to the attached materials, the Town is also soliciting a short online engagement survey to obtain input from Wellington residents. The survey is available on the Town's website at https://forms.gle/tn2d5k3JNNVUMjZP8. The survey will close February 18, 2024 so that results form the survey are available for the work session.

Options for Board Consideration (not all inclusive, and may be a combination of more than one option):

- 1. Engage NOCO Humane through Joint Agreement and review in the future;
- 2. Solicit Request for Qualifications (RFQ) from Wellington veterinary businesses to determine if local services can meet community needs;
- 3. Evaluate requirements and estimated costs for the creation of a Wellington animal shelter and/or animal control division with equipment, transportation and personnel;
- 4. Review and update Wellington Municipal Code related to animal regulations;
- 5. Research new options for flexibility to allow a "fetch park" or similar concept to allow limited off-leash play in public parks;
- 6. Others options as directed.

STAFF RECOMMENDATION

Work session for discussion purposes only. No actions are taken during a work session.

ATTACHMENTS

- 1. Current Animal Control Services Summary
- 2. IGA for Animal Protection and Control
- 3. Joint Agreement for Animal Protection and Control

Animal Sheltering and Animal Protection and Control

Board of Trustees Work Session

February 20, 2024







Animal Protection and Control

Animal Protection and Control ensures the safety of the residents. Properly equipped, certified and trained Animal Control Officers handle investigations of mistreatment or control of abandoned, dangerous, or unattended animals.

Most common needs for animal control:

- Animals at-large
- Contaminated or ill animals
- Animal bites, animal welfare and general animal complaint calls
- Transportation and sheltering of animals

Animal Protection and Control

- Common calls are related to the safety of residents which is the primary goal in obtaining and utilizing the full services of NOCO Humane.
- Animal Control is a necessary function to enforce the Towns adopted codes relative to the safety of the town's residents and their animals.
- Sanitation and enclosures for removal of waste.
- Immunization to prevent spread of disease.



Animal Protection and Control in other Jurisdictions



TOWN OF WELLINGTON

- NOCO Humane Existing contracted services with jurisdiction.
- NOCO Partner- jurisdiction is partnered with NOCO Humane for animal control services.
- Town Police Department Animal Control Officers are staffed by local Police Department.
- Weld County Sheriff's
 Department- provides a designated Animal Control Officer.

Existing Roles

Enforcing current Towns Municipal Code

*Animals - Animal Treatment and Control

*Animal welfare and cruelty

*Habitually Barking Dogs

*Animal noise disturbance complaint

*Livestock and Pet Housing Sanitation of Premises

Livestock and Pet Housing Distance of enclosure or run from residence, public places.

Minimum area of enclosures or number of animals

Leashing and control of animal

Beekeeping

Restriction of Hogs, pigs, roosters, ganders, peacocks and guinea fowl.,

Setbacks of corrals and stables

Regulating use of Animals as prizes



*Vicious and dangerous

animals

After Hours / Weekends



Essential Services

Essential Services of Animal Control

Service / Function	Town	LCSO	NOCO Humane
Shelter			✓
Stray Response		✓	✓
Barking Dog	✓	✓	✓
Animal Waste	✓		✓
Police / Fire Assist			✓
Aggressive Stray			✓
Wild Animals Response			✓
Injured / Ill Response			✓
Animal in Hot Car		✓	✓
Animal Welfare/ Cruelty			✓
Animal Bite		✓	✓
License Inspection			✓
Dead Animal			✓
Wildlife			✓



Town Staff – Neighborhood Services Officer

- The Neighborhood Services Officer acts as the Town's point of contact and liaison between residents, NOCO Humane, and Larimer County Sheriff's Department.
- Town staff issues friendly reminders and notices for animal issues that are not time sensitive, such as barking dogs, animal counts, regulating minimum area of enclosures and beekeeping.
- The Neighborhood Services Officer sends notices that include the specific Town Municipal Code relating to the resident's situation with paths to compliance.

Larimer County Sheriff's Department



• LCSO deputies are not specialized or equipped to properly handle these calls however the deputies are often the most readily available to respond to situations until NOCO Humane can arrive.

NOCO Humane

 NOCO Humane currently manages Town animal control upon request from LCSO or the Town through the backup agreement.



NOCO Humane

 NOCO Humane has provided services for the Town for many years when called upon to do so under the backup service agreement. The backup service agreement contract is no longer cost effective and NOCO Humane has offered a full-service agreement to provide properly equipped, trained, and uniformed personnel to handle the specialized situations for animal control in a timely and effective manner. The fullservice contract would include NOCO Humane enforcing our Town code as adopted or amended to meet Wellington's needs.



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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

- 1. The Title of the Agreement is hereby amended to read: THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD, THE TOWN OF TIMNATH, AND THE TOWN OF WELLINGTON CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH LARIMER HUMANE SOCIETY (NOW KNOWN AS NOCO HUMANE).
- 2. Paragraph 4 of the Agreement is hereby amended to read in its entirety:
 - 4. <u>Cost and information sharing</u>. The Parties shall each fund the total annual obligation set forth in the Joint Agreement in their respective annual budget based on a split to which they will agree annually, with the split in 2024 as follows:

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

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

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

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

TOWN OF BERTHOUD

By		
William Karspeck, Mayor		
ATTEST:	APPROVED AS TO FORM:	
Christian Samora, Town Clerk	Erin Smith, Attorney for Town	
TOWN OF TIMNATH		
ByBrett Hansen, Mayor Pro Tem		
Dien Hansen, Mayor 110 Tem		
ATTEST:	APPROVED AS TO FORM:	
Milissa Peters-Garcia, Town Clerk	Carolyn R. Steffl, Attorney for Town	
TOWN OF WELLINGTON		
By		
Calar Chaussee, Mayor		
ATTEST:	APPROVED AS TO FORM:	
Ethan Muhs, Town Clerk	Dan Sapienza, Legal Advisors LLC, Attorney for Town	

AMENDED AND RESTATED JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES

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

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

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

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

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

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

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

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

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

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

- 3. <u>Compensation</u>. In consideration of the services provided by NOCO Humane hereunder, the Towns shall pay NOCO Humane the total sum of ninety-nine thousand three hundred and three dollars (\$99,303), per the terms of the IGA. Said sum shall be paid in twelve (12) monthly installments of eight thousand two hundred and seventy-five dollars and twenty-five cents (\$8,275.25) on or before the 15th day of the month for which such installment is owed.
- 4. <u>Commission to Enforce Ordinances</u>. Each Town's Chief of Police, or its equivalent, shall commission NOCO Humane's animal-control officers to enforce the Town's animal-control ordinances in the applicable Municipal Code. All costs associated with such commissions shall be paid by the applicable Town. The commissioned animal-control officers shall be authorized to serve summonses and complaints, which shall be filed in the local municipal court. Each Town shall instruct said officers regarding enforcement of the Town's animal-control ordinances. Said officers shall not enforce or be authorized to enforce any Town ordinance other than those related to animal control.

5. Enforcement Schedule.

- a. Regular Schedule. One (1) animal-control officer and vehicle shall be in service eight (8) hours per day, five (5) days per week on a schedule mutually agreed upon by the Parties (the "Regular Schedule"), provided, however, that this requirement may be waived for exigent circumstances (e.g., weather conditions). NOCO Humane shall notify the Towns as soon as practicable when unable to place an animal control officer in service due to exigent circumstances. Service schedules shall be based upon call load studies of NOCO Humane's animal control activities within the Towns and shall be flexible to enable NOCO Humane to provide animal control services to the Towns in the most effective and efficient manner. Notwithstanding anything herein to the contrary, NOCO Humane shall not be required to provide services on Christmas, Thanksgiving, or New Year's Day if designated as a holiday pursuant to subparagraph 5.c, below.
- b. <u>Emergencies</u>. As set forth below, NOCO Humane shall provide the Towns with services outside of the Regular Schedule for Emergencies, as defined below. Time spent on Emergencies may be flexed from regular duty hours. An animal control officer shall not be required to be within the Towns while on call to provide emergency services, provided, however, that such officer must be able to respond to Emergencies within the Towns in a timely manner. The following shall constitute Emergencies requiring services:
 - (i) Injured domestic animals. NOCO Humane shall attempt to provide emergency medical treatment to all injured domestic animals. Injured animals that, in the opinion of a licensed veterinarian, have sustained terminal injuries and are suffering may be euthanized prior to the end

- of the impoundment period set forth by applicable statute or Municipal Code.
- (ii) Animals acting in a vicious manner, if defined in the applicable Municipal Code.
- (iii) An animal whose owner has been detained by law-enforcement officials or any governmental agency and whose welfare depends on being placed into protective custody. If the owner is arrested, impoundment fees may apply. Where protective custody is taken of an animal in the event of an emergency or natural disaster, impoundment fees may be waived.
- (iv) Any other situation reasonably deemed to be an emergency by the applicable Police Chief or its equivalent and approved by NOCO Humane's Chief Executive Officer or Director of Animal Protection and Control and reasonably related to the services provided hereunder.
- (v) Pick up of stray domestic animals in custody when another solution cannot be found.
- (vi) Pick up sick and/or injured wild animals (coyote or smaller) which pose a health or safety risk to the public.
- c. <u>Holidays</u>. NOCO Humane may designate up to ten (10) days per year as holidays on which calls relating to animal control shall be handled on an emergency basis only, provided, however, that no two days in a row shall be designated as holidays unless one of the two days is Christmas Day or Thanksgiving Day, and provided further, that the Fourth of July shall not be designated as a holiday due to the many animal-related problems that occur on that day.

6. Animal Shelter Operation.

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

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

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

g. NOCO Humane shall routinely send to the Towns copies of all special reports or studies that NOCO Humane provides to its members or the public.

7. Audits.

- a. NOCO Humane shall cause an independent accounting audit to be performed by a certified public accountant on an annual basis at NOCO Humane's sole cost. A copy of the audit shall be available to the Towns.
- b. NOCO Humane agrees to make its financial and statistical records available to the Towns upon request for the purpose of conducting an audit to assess NOCO Humane's performance of the terms of this Agreement. Such audit shall be conducted during NOCO Humane's normal business hours on NOCO Humane's premises at the sole cost of the Towns.

8. Weapons.

- a. The animal control officer shall not carry guns, rifles, or firearms, other than tranquilizer guns, while working within the Towns. In the event the animal control officer finds it necessary to use a weapon to destroy a vicious animal, the officer shall notify the applicable Police Department to respond and assist prior to the animal's destruction.
- b. The animal-control officer may carry collapsible batons and pepper spray for the sole purpose of defending themselves against vicious animals. Said officer shall be required to attend and successfully complete training on the use of collapsible batons and pepper spray.
- 9. <u>License and Impoundment Fees</u>. NOCO Humane shall charge and collect all license fees established by each Town's Board or Council. All other fees, including impoundment fees and cost of care fees, related to NOCO Humane's operation shall be established pursuant to the applicable Municipal Code, as amended from time to time. NOCO Humane shall be entitled to retain all license, impoundment, and cost of care fees collected hereunder.
- 10. <u>Legal Process</u>. When appropriate, NOCO Humane shall write and serve legal process upon persons desiring to reclaim impounded animals.
- 11. <u>Court Fines</u>. The parties understand and agree that all fines collected by the applicable Municipal Court resulting from a criminal violation of the applicable Municipal Code shall be retained by the Towns.
- 12. <u>Timely Performance</u>. The parties understand and agree that the timely performance of the provisions of this Agreement is of the essence, and the failure of any party to so perform shall constitute a breach of this Agreement.
- 13. <u>Applicable Municipal Code</u>. NOCO Humane shall comply with all provisions of the Municipal Code applicable in each Town, as amended from time to time, and available

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

- 14. <u>Monitoring and Evaluation</u>. The Towns reserve the right to monitor and evaluate NOCO Humane's performance to ensure that the terms of this Agreement are being satisfactorily met in accordance with their and other applicable monitoring and evaluating criteria and standards. NOCO Humane shall cooperate with the Towns relating to such monitoring and evaluation.
- 15. <u>Independent Contractor</u>. The parties agree that NOCO Humane shall be an independent contractor and shall not be an employee, agent, or servant of the Towns. **NOCO Humane is not entitled to workers' compensation benefits from the Towns and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, if applicable. NOCO Humane shall be solely responsible for NOCO Humane's employees' compensation and benefits.**
- 16. <u>Appropriation</u>. This Agreement shall be subject to annual appropriation and budget by each Town. The Towns shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made. NOCO Humane shall have no obligation to continue this Agreement in any fiscal year in which any Town fails to make such appropriation.

17. Insurance.

- a. <u>Comprehensive General Liability Insurance</u>. NOCO Humane shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring NOCO Humane and naming each Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the services with at least Two Million Dollars (\$2,000,000) each occurrence.
- b. <u>Comprehensive Automobile Liability Insurance</u>. NOCO Humane shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring NOCO Humane and naming each Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by NOCO Humane which are used in connection with this Agreement, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least Two Million Dollars (\$2,000,000).
- c. <u>Other Insurance</u>. During the term of this Agreement, NOCO Humane shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.
- d. Terms of Insurance.

- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+ as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as NOCO Humane deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Towns. NOCO Humane shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal NOCO Humane changes to "occurrence," NOCO Humane shall carry a 182 day tail. NOCO Humane shall not do or permit to be done anything that shall invalidate the policies.
- (ii) The policies described in subparagraphs 17.a and b above shall be for the mutual and joint benefit and protection of NOCO Humane and the Towns. Such policies shall provide that the Towns, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of NOCO Humane, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Towns may carry.
- e. <u>Evidence of Coverage</u>. Before commencing work under this Agreement, NOCO Humane shall furnish to the Towns certificates of insurance policies evidencing insurance coverage required by this Agreement. NOCO Humane understands and agrees that the Towns shall not be obligated under this Agreement until NOCO Humane furnishes such certificates of insurance.
- 18. <u>Governmental Immunity Act</u>. Nothing herein shall be deemed to be a waiver of any sovereign immunity or the limitations on liability or the protections afforded each Town as set forth in the Colorado Governmental Immunity Act or other applicable laws granting similar protection.

19. Termination.

- a. <u>For Convenience</u>. Upon expiration the Initial Term, this Agreement will be deemed to automatically renew for four (4) successive one-year terms subject to paragraphs 16 and 20.a, unless the Towns give written notice to NOCO Humane of intent not to renew at least ninety (90) days prior to expiration. Upon termination, NOCO Humane shall be due and owing all amounts due for services rendered in accordance with this Agreement through the effective date of termination.
- b. <u>For Cause</u>. If, through any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this

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

20. Renewal.

- a. The Towns and NOCO Humane shall annually renegotiate the compensation due under paragraph 3 based upon the prior year's experience so that the Towns can budget and appropriate for the next fiscal year.
- b. If the parties are unable to reach an agreement for the next year by the end of the year covered by this Agreement, then upon the expiration of the term of this Agreement, and notwithstanding the requirement in Sec. 19.a. for 180 days notice, the parties may agree to extend this Agreement on a month-to-month basis, and the Towns shall pay to NOCO Humane their respective payment amounts (pursuant to the IGA) of the monthly sum set forth in paragraph 3 above for each month the services are performed.
- 21. <u>Notices</u>. Written notices required under this Agreement, and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Towns:

Chris Kirk, Town Administrator Town of Berthoud 807 Mountain Avenue Berthoud, CO 80513

Phone: (970) 344-5819

E-Mail: CKirk@berthoud.org

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

Patti Garcia, Town Administrator

Town of Wellington P.O. Box 127

Wellington, CO, 80549

If to NOCO Humane: Chief Executive Officer

NOCO Humane 3501 East 71st Street Loveland, CO 80538

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22. Miscellaneous.

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

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

(Signature page to follow)

TOWN OF BERTHOUD

By_		
-	Christopher Kirk, Town Administrator	
	ATTEST:	APPROVED AS TO FORM:
	Christian Samora, Town Clerk	Erin Smith, Attorney for Town
TOV	VN OF TIMNATH	
By_	Aaron Adams, Town Manager	
	ATTEST:	APPROVED AS TO FORM:
	Milissa Peters-Garcia, Town Clerk	Carolyn Steffl, Attorney for Town
TOV	VN OF WELLINGTON	
By_	Patti Garcia, Town Administrator	
	Patti Garcia, Town Administrator	
	ATTEST:	APPROVED AS TO FORM:
	Ethan Muhs, Town Clerk	Dan Sapienza, Legal Advisors LLC, Attorney for Town
NOC	CO HUMANE	
By: _		_
	Judy Calhoun, CEO	
	ATTEST:	APPROVED AS TO FORM:
	Rigo Neira, Director of Animal Protection & Control	Tracy Oldemeyer, Attorney for NOCO Humane

services or animal protection and control in Wellington in the past 12 months? If yes,	What organization or organizations have you contacted for animal protection and control services in the last 12 months?	Would you recommend that services for animal protection and control in Wellington should be increased, decreased, or about the same as current services? Please explain.	Please rate how satisfied you are with the current animal protection and control services in the Town of Wellington.	Please explain what factors led to your rating.	What do you believe are the most important animal protection and control services and animal sheltering services needs for Wellington?	Is there anything else you would like to share regarding animal sheltering services or animal protection and control services in the Town of Wellington?
Yes. Loose dogs everywhere. I just want to walk my dog in peace. Neighbors barking dog	Wellington Code Enforcement Town of Wellington	Increased Increased	Very Dissatisfied Very Dissatisfied	Dogs everywhere! No one official to deals with it, just citizens and vets. No resolution	Consequences for dogs at large, especially repeat offenders. Keeping people and animals safe. Loose dog increase	
YES! We had two dogs run out in front of our car. We lightly clipped one of them and had to pull over and phone the police. Nothing was done and no one came out to check on the dogs. It was all extremely frustrating and frightening. I still pray the dog is okay.	Fort Collins police	Increased, so many dogs running loose. So many owners walking them offleash.	Very Dissatisfied	There are too many dogs running loose and too many owners walking dogs off leash. I do not feel safe walking in Wellington because of this.	Holding owners accountable for their dogs running loose, attacking people and other dogs, and not walking their dogs on a leash.	Please help stop all of the dogs that are running loose and owners not walking their pets on a leash.
No No, but lots if lose dogs get posted on community pages	None. Grown ups handle their own problems.	No Increase, too many dogs running lose	Very Dissatisfied Neutral	You are wasting valuable funds when the town is operating at a deficit.	None. We should be allowed to trap and eradicate on our property as homeowners. Picking up lose dogs for their safety	Town staff is terrible and burying us in debt while manipulating a citizen board without enough real world business experience.

	I				ı	1
				Not able to get ahold of	Stray animals are a huge	
Yes, found a stray dog				anyone in a timely	problem. Dogs not	
with no tags.	Town of Wellington	increased	Very Dissatisfied	manner.	leashed is a big problem.	no
				it has more to do with the		
				local residents and their		would prefer a local
				willingness and ability to		answer rather than
				jump in when they find animals that have gotten	reuniting lost pets with	outside services if possible
no	none	about the same	Satisfied	lost	owners	·
110	Hone	about the same	Not Applicable (haven't	1031	OWNERS	Keep the rural feel - let
No	None	Same	used their services)		Weather related neglect	dogs bark, let cats roam
			,		<u> </u>	The Town Board needs to
						start caring for the
				Town did nothing when I		residents, to help prevent
Yes, 2 dog attacks in 6	Town of Mollington ADC	Increased Taylor		and my dogs were		loose dogs attacking
months while walking my dogs.	Town of Wellington, APC, Sheriff's office	Increased, Town employees are of no help!	Very Dissatisfied	attacked twice in six months.	Loose animals.	other dogs that are under
Yes- neighbors have left	Offerin 3 Office	employees are of no neip:	Very Dissatisfied	months.	Loose animais.	control.
dogs outside barking						
nonstop for 18+ hours,						
also other neighbors have						
left dogs out in below						Fort Collins is too far
freezing overnight and		There must be more				away and we've been told
gone on vacation. I called		animal protection and			Responding to loose dogs	by their services that they
non emergency sheriff		control. I have a baby and			roaming in	won't come up here
line and I can't recall what happened. But let's need		I'm afraid to go out walking in the stroller in		Not sure that Wellington	neighborhoods, responding to barking dog	
advocates in this town		the neighborhood		has allocated resources	complaints, responding to	
because people are	Humane society about a	because of so many		to have a quick response	below freezing/humane	
morons.	dying cat on our property	unleashed large dogs	Dissatisfied	to animal related concerns	treatment concerns	
		,				
		Increased. Wellington has		Been dealing with a dog		
		a large number of at large		issue for a long time.		Quicker response time to
Yes, problems with a	T (1) (1)	dogs, off leash animals in		Inconsistent dealings with	Occident of all	animal issues.
neighbor whose dog	Town of Wellington and the sheriff	the community park and	Dissatisfied	the town over animal	Control of at large dogs	
jumps the fence	uie snemi	dogs that are aggressive	Dissalisiled	issues	and aggressive dogs	

	I			1	Ī	
	I typically can find their				I don't mind the dogs that	
	owner but I have had to				get out once or by	
Yes, there are dogs out	take them to Wellington			There is no help when	accident but the repeated	
constantly.	vet too	Increased	Neutral	there are mean dogs out.	offenders are annoying.	
No	Lcso	Increase	Very Dissatisfied	There is none	Enforcement of off leash	
				The community saves		
				dogs from being sent to		
				the humane society where		
				they charge so much to		
				retrieve your animal		
				&force the dogs to be		
				spayed or neutered by not		
No	None	Current services	Satisfied	the best veterinarians.		
			Not Applicable (haven't			
No	None	About the same	used their services)	My pets don't get out.	Location	No
					Keeping the pets and	
	The Town is simply taking			It appears we've had little	people safe. Not all loose	
Yes!! I've personally	the animal to the vet to			to no animal control since	animals are friendly. They	
helped catch and find the	hold and check for			the Town stopped having	pose a safety threat for	
owners of at least 7 dogs.	microchip.	Increase.	Very Dissatisfied	the vide enforcer do it.	pedestrians and cars.	
No	·		Dissatisfied			
				There are too many loose		
				dogs. And then you have		
				to call the sheriff and they		
	Larimer county sheriff	Increased. Too many	VDiti-fi!	come out to then call the	Oti-l	
	office	loose dogs	Very Dissatisfied	humane society	Stray pickup.	

Yes; two dog attacks while out walking our dogs in the last six months. First one was resolved by us and the dog's owner. Second was	ToW Code Enforcement since that's supposed to be part of their job but obviously can't do it so we	Increased!!! The number of calls NOCO Humane receives for animal protection and control in Wellington is insane. The fact that we have to tell town residents we can't do anything and refer them to Code Enforcement or Larimer County Sheriffs is ridiculous. Our APC officers are more than capable of handling any animal welfare call in Wellington. I also shouldn't have to pick up dead cats on my way to			Loose and dead animal pick up.	
resolved by us and the		_				
dog's owner. Second was	obviously can't do it so we	dead cats on my way to				
resolved by the sheriff's	have resorted to Larimer	work just to reunite them				
department.	County Sherrif.	with their owner.	Very Dissatisfied	See above questions.		

Yes, dogs barking for hours, multiple times. In researching who to contact we went to the town page. The Town page recommends we contact the Sheriff, who will then contact NoCo Humane. However, there is not a good phone number provided to contact the Sheriff on that website. I had no hope that anything would be done by this phone tag game described on the website when there was not even a phone number provided to start with. Setting up the complainant to fail.	None, seemed hopeless under the current "process" or lack there of. I also feel terrible having to get the Sheriff involved for something like this. Even though dogs barking all hours of the night is sound trespassing and cutting into the sleep of many neighbors!	do extra proactive months, do educational campaigns. The lack of animal control is allowing the quality of this town and living it to decrease. Individuals allowing their dogs/animals to run off leash, cats roaming around free, leaving animal feces in our detention ponds, front yards, right of way, allowing it to leak into the drainage system. Animals barking for hours to full days. Individuals in our neighborhood can barely walk their dogs because they are terrified to be approached by an off leash dog and encounter a confrontation. There is no consequences and the neighborhoods who care for their area and "animal ordinance" that pay to have poop bags and trash cans cared for, they get over run by the other members of the community, who take	Dissatisfied	see above.	Animal control for barking dogs, animals off leash, leaving animal feces and not picking it up.	
No	None	Decreased. I believe people complain too much about dogs barking, loose, etc. If it is an emergency then something should happen.	Dissatisfied	I've heard horror stories of over reaction from animal protection	A no kill shelter that partners with the Town to do chip checks, shelter overnight till owner is found, etc.	

	I	Yes. Everyday the are			I	
Yes I was chased and	Larimer co. They said	dogs out. Not sure we		Just read the town page.	Loose dogs, off leash	
attacked by a loose dog.	they did not service	have a current service	Very Dissatisfied	We have issues	dogs, aggressive dogs	Where are they
	,		,			
		I think it would be great to				
		have services increased,				
		as long as we take that			Help with picking up	
		budget from a town event			roaming animals	
		or something else that the				
Yes - dogs and cats are	Larimer County Humane	town pays for that is not		We have too many loose		
always loose. :/	Society	as necessary.	Dissatisfied	pets.		
						Lock the gate at the pond
					Budansian dan kantat	in the winter too many
					Bark nuisance /verbal	rambos think they can
					warning then written warning ticket/ then court	swim under ice to get
No	Noco	Same	Satisfied	LCSO reporting is fine	ticket	their dogs. Or lock it only
140	11000	Same	Gatistieu	ECOC reporting is line	ticket	if it's frozen
Yes. Been chased or						
attacked by dogs at large.		Increased to same level			Response to found	
Only option was to call		offered in neighboring		There is next to no animal	animals and at large	
sheriff and wait for ppwk	Sheriff	towns.	Dissatisfied	control here currently	animals	N/a
Yes, the people in town						
refuse to leash their dogs						
and will not ensure that						We need something more
there is properly		Increased forsure, there is			A reliable 24 hour facility	24 hours
containment for the		no enforcement of larimer			to hold the animals that	
animals safety.	Noco human society	county leash laws	Very Dissatisfied	There is no animal control	get lose	

No	None	Increased. Lots of off leash dogs running the streets.	Very Dissatisfied	Have never seen or heard of an animal control presence in town.	Reliable and accessible.	I don't necessarily believe the town should be outsourcing all animal control. Sheltering yes but enforcing ordinances should be kept in house for accountability sake. To many times third party entities take advantage of agreements of this nature and turn it into a revenue stream.
No	None	Increased. Lots of dogs running around hurting animals and causing issues.	Not Applicable (haven't used their services)	I haven't used them so I don't know	Someone patrolling to make sure animals are on leash and people are following the laws.	No
No	None	I was not aware there were any services in Wellington. So I would say increased.	Not Applicable (haven't used their services)		To make sure that animals are provided shelter from the sun and the cold weather. Ranch animals and pets alike. I notice that some ranches do not have any shelter for their animals and they are not able to escape the blazing hot sun of summer and the snowy winter months.	Maybe some kind of patrolling for dogs that bark ALL DAY and notifying the owners. Some are gone at work all day and may not know their dogs are barking. Code compliance does nothing about this issue. I also want to mention that I see lots of online posts about animals (dogs) that get out of their yards and roam. For the animals protection, to be able to contact animal control to assist finding them and making sure they are safe would be great.

Yes, our neighbors have no respect in regards to appropriate noise levels and allow theirs dogs to bark to no end all day, everyday. The dogs also harass us at the fence line anytime we try to enjoy our own back yard with nothing done about it. We reached out to Animal Control after failed attempts speaking with the person occupying the property. I was pleasantly surprised to see my concern taken seriously and addressed promptly.	I believe it was Larimer County ACO?	Increased - there are constantly dogs on the loose, problems with noise, attacks, property damage, etc. additionally, a TNR program would be immensely useful.	Satisfied	They're doing well with the staff they have available, but I think it needs bolstered. Especially as Wellington continues to expand.	Enforcement of local 'laws', somehow addressing all of the loose dogs, addressing noise from dogs in the suburbs.	
Yes	No Co Friends of Ferals	Increased	Dissatisfied	who to reach out to for help	Lost dogs	

		Increased. The number of off-lead and roaming pets is ridiculous. It makes it difficult to be able to walk our dog because of the off-lead dogs in the area. The number of house cats roaming the neighborhood has been increasing and based on the number of Facebook and NextDoor posts about "missing" cats this is not a few cats that have escaped their houses, these are "indoor/outdoor" pets that people have deliberately		There is currently no discernible enforcement of our animal ordinances	Enforcement of current leash laws and other animal ordinances (barking dogs, etc).	
No	None	let out.	Very Dissatisfied	in the town.		
	No one because we had no animal control in Wellington.	Increased!	Not Applicable (haven't used their services)		Control barking dogs. Contain cats roaming around town. Control off leash dogs.	Who do we call for animal control services?
Yes. Many instances of wandering pets. Aggressive dogs off leash and house cats using our garden as a litter box.	Larimer County Humane Society and the Town link. No point. There is no action done.	increased. We do not have an immediate response contact. Nothing gets done	Very Dissatisfied	No avenue for timely or immediate response	Aggressive dogs off leash, wandering pets and cats allowed to roam freely.	no
Yes - stray dogs, all day every day!	Wellington Verts, Tabby Road animal hospital, Animal Friends Alliance	Increased!	Very Dissatisfied	Lost dogs, off-leash dogs, attacks on other animals and people	Loose dogs and holding owners of said dogs responsible for the damage and injuries they cause	Wellington has a HUGE problem with irresponsible pet owners and something needs to be done to get this under control!!

		Increased. There are constantly loose dogs in the neighborhood and no where to take them or people to catch them.	Satisfied	Wish we had more support or better yet, better owners.	Higher fees if your dog is caught. You guys deserve to get paid way more for people's carelessness.	Thanks for your services. Our community should do better.
Yes, I had a stray cat who made its home in my backyard. I had to rent a trap from NoCo Humane because I couldn't catch it myself, then I took the cat to them for sheltering. This happened while during a cold snap, and we had dangerously low temperatures, and I was afraid for the safety of the cat overnight The same thing happened about a year ago as well. Both times they were very helpful, answering my questions and taking the cats to be medically examined, and if passing their assessments, taking the necessary steps to find them homes.	NoCo humane	I'm not sure what is currently provided, but the services I used were needed and appreciated, so definitely not less.	Very Satisfied	I know who to call if I have a need, and I know they will meet those needs or connect me with who can. And I know that they will follow protocols to make sure that they are handling the situations properly and humanely, and they have policies in place to monitor and review how situations are handled (so they are held accountable for how they treat animals).	Helping to manage stray or escaped cats and dogs, having someone to call urgently if encountering a potential dangerous or harmful animal.	These services are clearly needed, and I am unaware of any entity in Wellington that has the training, resources, and personnel to carry out those services, and carry them out in a timely and humane way. So it appalls me that there is even discussion about discontinuing or reducing the services we get from NoCo humane.
Numerous stray or loose dogs. Dog bite instances.	Noco humane society	Increased. The town has grown enough to require a more full time animal control.	Dissatisfied Very Satisfied	Limitations on where to take animals or if they can be picked up.	Presence and enforcement of regulations.	There is a need for increased services as the town has gotten significantly larger.

		Increased as the current response and structure are not suitable to a growing community and it would be beneficial to			Response to loose animals and livestock, responding to	
		have more trained individuals (like from		No easily contactable organization or trained	animal/human incidents.	
Yes, dogs loose and		NoCo Humane) being the		animal control		
untethered.	BOCO Humane & LCSO	responding organization. Protection and control	Very Dissatisfied	organization.		
		need to be increased, I				
		have 6 grandchildren that			Owners need to be more	
		come to my house			responsible in keeping	
		frequently, and play outside. I worry about so			their animals on their own	
		many loose animals that		There are too many	property or leashed when in the community	
		one might cause harm to		animals that are loose in		
		them	Dissatisfied	our neighborhoods		
rescued animal during		increased by educating owners and enforce			education of animal	
severe cold	myself	violations	Dissatisfied	Availability of service	owners and fines applied to violators	
	,			,	to violatoro	
		Maybe more. I understand there have been a few				
		incidents where dogs				
		were on the loose and				
		unfortunately they were				
		not caught before causing				
		significant damage. I honestly don't know what				
		provisions/resources are				
		currently available. If they				
		do exist, maybe spread				
N		more awareness of the	Not Applicable (haven't	I have yet to need their		
No	NA	resources.	used their services)	services personally	Not sure	

No, and I try to stay away from the heavy handed, usually incompetent and rude NOCO Humane Society. They are also extremely expensive. I always try to find a way to help a neighbor's pet without their involvement. I would only use them as an absolute last resort.	None. (Doesn't the person writing this question understand that there are only the Town of Wellington and NOCO Humane?) But I have had unwanted contact with them (NOCO Humane) when they took my clients to court on greatly exaggerated charges, and were really rude to them (and cost them a ton of money) and myself.	They should stay the same, i.e. the town takes care of all the routine warnings and perhaps uses local resources when possible (i.e. contracting private individuals or using city employees and facilities). Use local veterinarians and local hauling businesses. Use NOCO Humane a la carte when necessary and make them compete with other local service providers. No contract with NOCO Humane is necessary.	Neutral Very Satisfied	Animal Control is not a critical issue in Wellington. I walk all over Wellington with my dog almost every day and rarely if ever encounter a stray dog. Wellington Code Enforcement can easily cope with almost all of the problems. There is currently no need for random and arbitrary enforcement of leash laws. Let the citizens work most of it out. Don't cater to "Karens" by letting them call the Humane Society without the town triaging the complaint, and then the Humane Society will charge Wellington exorbitant amounts of money.	Taking the occasional stray dog home. Sometimes picking up a dead animal and disposing of it. Taking an animal to the Humane Society in Loveland (or even Cheyenne) and dropping it off. The city should get a chip reader (around \$50) so they can contact an owner, they don't always have to go to the Humane Society. The citizens of Wellington love pets, and how they can help in reuniting pets with their owners can be a topic of discussion on the Town Newsletter.	NOCO Humane should only be used by our town sparingly, as an a la carte item. We don't usually need them here. I don't support any contract with them that obfuscates their services, hides their prices, and will only cause irritation, and needless expense for our residents.
---	--	--	---------------------------	--	---	---

					years, I've seen 2 loose	
		I'm not sure what exactly			dogs with no owner	
		the "services" are right			nearby. Both turned out to	
		now, so I can't honestly			belong to nearby	
		answer this question. I			neighbors and were	
		think it is always better to			returned without the aid,	
		engage with private			expense and scolding of	
		contractors for services			the Humane Society. I've	In this age of internet and
		except in the case of law			seen no loose, vicious	social media, is there any
		enforcement. There are			dogs. (The ones across	way the Town could allow
		services that pick up dead			from McDonalds	their FaceBook page (or
		animals, there are			intimidate people walking	add an option to the Town
		veterinarians with			on the sidewalk, but I	website) to let residents
		boarding facilities to			guess no one has	communicate information
		quarantine rabies			complained.) Only "off	about pets they have lost
		suspects or pets that			leash" dogs I've seen at	or ones they have found.
		have bit someone, and			parks or on the trails have	Contact numbers, where
		the vets have scanners to			been under voice control	the pet was lost/found,
		check for microchips in			of their owners. When we	description, possibly a
		"found" pets. (The LCSO			first moved here, one of	photo. Then pet
		and Wellington's Code			our dogs wandered off	owners/pet-finders could
		guy could get scanners			(because we were not	interact without the aid,
		too.) And for at-large or			used to having a garage	expense and scolding
		vicious dogs, there are all			door to close.) Our HOA	they'd incur at the
		sorts of dog trainers who			president got our number	Humane Society.
	What options are there? I	would probably be better			from one of his tags and	j
	only know of the Humane	than the Humane Society			nicely called us. And I've	
	Society, LCSO or	in coaxing them into dog			only seen dead wildlife	
	whoever the Wellington	crates for transport to a			along our roadsnot	
	Code Enforcer is now.	person with a scanner or			pets. Does the Town get	
No. I try to avoid the	And I have had no reason	as a last resort, to the	Not Applicable (haven't	I haven't used their	Animal Control calls?	
Humane Society.	to contact any of them.	Humane Society.	used their services)	services.	What are they for?	
		Increased, the amount of	,			
		off leash dogs is out of				
		control	Dissatisfied		Off leash dogs, and cats	

No.	None	Increased. The number of stray dogs and dogs who are routinely allowed to roam is pretty high.	Neutral	The county provides senior discount for licensing, yet I am not given the discount because I live in Wellington.	Prompt response to problems with roaming dogs.	Better enforcement of leash laws. I don't walk my chihuahua for fear of him being attacked by loose dogs.
No	Nana	YES. the stray, loose, escaped or whatever dog problem for a town this size is mind boggling. As is the off leash problem. And the dog poop all over the place. Some real enforcement of all of these issues is needed	Vom Discotinfied	Does animal control in this town even happen? I see off leash dogs everyday. And just walk around town and look at all the dog crap all over. It's embarrassing and	A dog catcher. And fines imposed for loose dogs. (and cats) That would put a kabosh on all the loose dogs. (And cats) Ticket people for off leash dogs and for not picking up dog	No
INO	None	triese issues is fleeded	Very Dissatisfied	gross There is a constant	poop. Fine for that too	INO
No	None	Increased	Dissatisfied	stream of loose animals and dogs being walked without leashes	All	
Yes, dogs off leash surrounding my own.	Town of Wellington	Increased	Very Dissatisfied	Situation not handled and being told no one would be in until hours later.	People allowing their dogs off leash that ultimately hurt other dogs and people.	
No	None	Stay the same. I believe our animals should stay in town if found out and about as long as possible.	Not Applicable (haven't used their services)		That the animals stay in Wellington	
			Satisfied	Though the sweet of		
No	0	It seems that NoCo Humane would be better equipped to handle animal issues than the police.	Not Applicable (haven't used their services)	Though I'm aware of issues in my neighborhood I've not been personally involved. When I've seen loose animals I've posted to LTW	Keeping aggressive animals under control	1-do something about dog owners who don't pick up after their pets and 2- encourage cat owners to bell their cats to protect wild birds

We have not needed animal protection/control. But, we have been curious about it with all the animals that are often running around the neighborhoods.	None	I would need more information on how it has worked in the past, to be able to give an answer.	Not Applicable (haven't used their services)	We are new to Wellington. We have not needed help thus far. But would like to know more of the experiences of others.	Dogs/cats need to be chipped. Has there ever been a town fee for owning animals? We have lived in town that do this.	We would just like more information in general.
Yes. For deceased (on the sidewalk) and stray animals.	Larimer County Humane Society and the Town	Larimer County Humane society should be made available to the Town people not just the Town staff. I gave up on getting animals help because it was such a pain to call Larimer Humane only to be told to call the Sheriff's Office and then call Town staff. We need to be able to go directly to the Humane Society at the time we need them.	Dissatisfied	Difficulty reaching Larimer/NOCO Humane because I had to go through the Town.	Availability when needed (weekends and after business hours), patrols for strays that may ne dangerous and enforce leash laws.	
Continuous barking for multiple hours, no access to food/water for animals >10hrs routinely & left outside in all weather conditions. Stray animals. Only resolution is taking stray Animal to vet for chip verification/ holding onto.	Local vet	Increased - animal control does not answer requests for services. Have to contact the no -emergent line for law enforcement to respond.	Very Dissatisfied	Animal services has refused to come to Wellington to pickup an animal or assist in animal complaints/concerns.	Answer & respond to complaints/concerns	
No			Very Satisfied			
	Noco humane	Increased off leash dogs are rampant	Very Dissatisfied	Animal ordinances are not enforced	Enforcement of off leash dogs and aggressive dogs	

Yes, but I didn't get a hold of anyone	City animal control	Increased - people are insane about letting their cats roam free in the neighborhood.	Dissatisfied	Cats are allowed to roam free in the neighborhood with zero consequences to the owners. These owners KNOW and have been asked politely and warned, but DO NOT CARE. Their cats poop in garden beds and children's sandboxes and at the park. Cats fecal matter is extremely dangerous to pregnant women and children and those with compromised immune systems. There is an ordinance that cats must be kept "under control", but it is NEVER enforced, only in dog owners. We had to buy a live animal trap to finally do something about the cats in our yard. PLEASE DO SOMETHING!!	Controlling the cats that are allowed to roam free and holding their owners accountable	Please for the love of God do something about the cats allowed to roam the town!
		increased	Very Dissatisfied	leash/loose dogs in town	leash law enforcement	Di ii
Yes	Code enforcement Town Hall	Same services work fine. I had an issue with a barking dog it was settled with a call.	Satisfied	People here still work to help others to find an animals home.	Control of loose animals, and affordability.	Please keep these services local, partner with locals Chad has kenels to keep animals. Sent Code enforcement to school for proper handling.

				There are dogs loose all	Doing a good job is the most important thing.	
No	None	Increased	Neutral	manage on their own.	could affect public safety.	
				situations that people alone aren't able to	Dangerous, wild animals or other situations that	a matter of public safety.
				emergencies and difficult	Dangaraya wild animala	action is not an option. It's
				capable of handling		"what if" scenarios, so no
				responsible for being		this responsibility for the
				The town has to be		the town ultimately owns
				completely unexpected.		doesn't apply to them. But
				service that's		services so long as it
				didn't have police		everyone wants these
				neighborly love so they		about this!!!!!! 😡 🚱 🛞
				would be resolved with		town doing something
				assumed all problems		and says, why isn't the
				and if the town just		person sees a loose dog
				them, UNTIL YOU DO.		control? Yet the same
				police. You don't need		why do we need animal
				handle that. It's like the		responsible dog owner,
				capable services to		dog and I am a
				have qualified and		Example: I have a nice
				someone. We have to		violates the law they are so offended and angry!!!!
				freeway or bites		when someone else
				neighbors, what happens when a pet heads to the		apply to themselves, yet
						law and don't want it to
				most of these scenarios are resolved with		People hate following the
				loose dog daily. Although		
				There are posts about		