



BOARD OF TRUSTEES
July 9, 2024
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to muhse@wellingtoncolorado.gov. The email must be received by 4:00 p.m. on the day of the meeting. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

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

Please click the link below to join the webinar:

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

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360 209 5623

Webinar ID: 848 7116 2393

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment

C. PRESENTATION

1. CDOT 101
 - Presentation: Jamie Grimm

D. CONSENT AGENDA

1. June 25, 2024 Regular Meeting Minutes
2. Resolution No. 32-2024: A Resolution of the Town of Wellington Making an Appointment to the Planning Commission
3. Resolution No. 33-2024 - A Resolution Approving the Baker Tilly US, LLP Amended Engagement Letter to Provide Financial Management Services to the Town of Wellington
 - Presentation: Patti Garcia, Town Administrator
4. Resolution No. 34-2024: A Resolution of the Town of Wellington, Colorado Amending Capital Projects Fund for Water Fund Projects Allocations in Fiscal Year 2024
 - Presentation: Meagan Smith, Deputy Director of Public Works
5. Resolution No. 35-2024: A Resolution of the Town of Wellington, Colorado Appropriating Capital Projects Fund to Parks Projects for Fiscal Year 2024
 - Presentation: Billy Cooksey, Parks and Recreation Director

E. ACTION ITEMS

1. Ordinance No. 07-2024: An Ordinance Amending the Town of Wellington Municipal Code Pertaining to Firearms on Town Property and Determining an Emergency with Respect Thereto
 - Presentation: Dan Sapienza, Town Attorney
2. Resolution No. 36-2024: A Resolution of the Town of Wellington Considering a Contract Award for Programmable Logic Controller Upgrades
 - Presentation: Nathan Ewert, Engineer III; Meagan Smith, Deputy Director of Public Works
3. Board Discretionary Fund Request: Accessible Community Event
 - Presentation: Kelly Houghteling, Deputy Town Administrator

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Quarterly CORA Report (April - June 2024)
 - b. 2nd Quarter 2024 Residential Building Permit and Lot Inventory Report
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: July 9, 2024
Subject: CDOT 101

- **Presentation: Jamie Grim**

BACKGROUND / DISCUSSION

Information to be provided.

STAFF RECOMMENDATION

ATTACHMENTS

None

Board of Trustees Meeting

Date: July 9, 2024
Subject: June 25, 2024 Regular Meeting Minutes

BACKGROUND / DISCUSSION

Minutes from the June 25, 2024 Regular Meeting.

STAFF RECOMMENDATION

Staff recommends approval of the June 25, 2024 Minutes with the Consent Agenda.

ATTACHMENTS

1. 06.25.24 Minutes



BOARD OF TRUSTEES
June 25, 2024
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Minutes

A. CALL TO ORDER

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

1. Pledge of Allegiance

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

2. Roll Call

The Clerk noted a quorum with the following roll:

Cannon – present

Dailey – present

Moyer – present

Tietz – absent

Wiegand – present

Mason – present

Chaussee – present

3. Amendments to Agenda

Mayor Chaussee called for amendments to the agenda; there were none.

4. Conflict of Interest

Mayor Chaussee called for the disclosure of conflicts of interests on agenda items; there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Chaussee invited public comment on non-agenda items. Van Dougherty provided public comment.

The Town Attorney, Mr. Dan Sapienza, discussed the public comment with Mr. Dougherty and the Board.

2. Proclamation

a. Parks and Recreation Month (July)

Mayor Chaussee proclaimed July 2024 as Parks and Recreation Month.

C. LIQUOR LICENSE AUTHORITY BOARD

Mayor Chaussee closed the Regular Meeting and opened the Liquor License Authority Board at 6:40 p.m.

1. Special Event Liquor Permit Application: SpargetoberFest

Mayor Chaussee invited disclosures of conflicts of interest and ex parte communications from members of the Board on this item; there were none.

Mayor Chaussee invited staff to introduce this item. Mr. Ethan Muhs, Town Clerk, introduced this

item.

Mayor Chaussee invited the applicant to present on this item. Ms. Linda Stoddard, representing the applicant, presented this application.

Mayor Chaussee opened the public hearing on this item at 6:43 p.m., and seeing no public comment, closed the public hearing on this item at 6:44 p.m.

Mayor Chaussee invited closing comments from staff and the applicant; there were none.

Mayor Chaussee invited deliberations from the Board on this application, and the Board deliberated on this item.

Mayor Chaussee called for a motion on this item.

Trustee Cannon moved to approve the Special Event Liquor Permit application. Trustee Moyer seconded.

Yeas: Cannon, Moyer, Wiegand, Dailey, Mason, Chaussee
Nays: N/A

The motion carried unanimously, and the application was approved.

Mayor Chaussee closed the Liquor License Authority Board and reopened the Regular Meeting at 6:45 p.m.

D. CONSENT AGENDA

1. June 11, 2024 Regular Meeting Minutes
2. Resolution No. 29-2024: A Resolution Adjusting Appropriations of the Town of Wellington, Colorado for the Fiscal Year Beginning January 1, 2024, and Ending on December 31, 2024
3. Resolution No. 31-2024: A Resolution of the Town of Wellington, Colorado Considering a Contract for Senior Services

Mayor Chaussee called for a motion on the Consent Agenda.

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

Yeas: Cannon, Dailey, Moyer, Wiegand, Mason, Chaussee
Nays: N/A

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

E. ACTION ITEMS

F. REPORTS

1. Town Attorney
Mayor Chaussee invited a report from the Town Attorney, and Mr. Sapienza provided a report.
2. Town Administrator
Mayor Chaussee invited a report from the Town Administrator, and Ms. Garcia, Town

Administrator, provided a report.

3. Staff Communications

- a. Treasurer's Report (April 2024)
- b. Report of Bills (April 2024)
- c. LCSO Report (April 2024)
- d. Monthly Utility Report (May 2024)

4. Board Reports

Mayor Chaussee invited Board reports. Members of the Board provided reports, and the Board discussed the reports.

G. ADJOURN

Mayor Chaussee called for a motion to adjourn. Upon the motion duly noted and seconded, and with unanimous consent, Mayor Chaussee adjourned the Regular Meeting at 7:05 p.m.

Ethan Muhs, Town Clerk

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: July 9, 2024

Subject: Resolution No. 32-2024: A Resolution of the Town of Wellington Making an Appointment to the Planning Commission

BACKGROUND / DISCUSSION

The Board of Trustees interviewed candidates who applied for appointment to the Town's Planning Commission and recommended the appointment of Mr. Sherman Stringer to the Planning Commission with a term beginning upon appointment and expiring in April 2025.

STAFF RECOMMENDATION

Staff recommend the approval of this Resolution with the Consent Agenda.

ATTACHMENTS

1. Reso 32-2024 - PC Appointment

TOWN OF WELLINGTON

RESOLUTION NO. 32-2024

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO MAKING AN APPOINTMENT TO THE PLANNING COMMISSION

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

WHEREAS, the Code provides for the appointment of a Planning Commission member as called for by Chapter 2, Article 10; and

WHEREAS, The Town accepted applications and conducted interviews with candidates to fill the vacant seats for the Planning Commission and desires to make an appointment thereto; and

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

1. Mr. Sherman Stringer is hereby appointed to the Planning Commission to a term beginning upon this appointment and expiring in April 2025.

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted this 9th day of July 2024.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk



Board of Trustees Meeting

Date: July 9, 2024
Subject: Resolution No. 33-2024 - A Resolution Approving the Baker Tilly US, LLP Amended Engagement Letter to Provide Financial Management Services to the Town of Wellington

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

BACKGROUND / DISCUSSION

Over the past year, the Town of Wellington has utilized the services of Don Rhoads through Baker Tilly US LLP to assist with Finance Director duties. The Town has now hired a full-time Finance Director but would like to retain access to Don Rhoads on an "on-call" basis for the remainder of the year. The goal is for Mr. Rhoads to assist the Finance Director in the budgeting process and to complete the 2022 and 2023 audits.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 33-2024 - A Resolution Approving the Baker Tilly US, LLP Amended Engagement Letter to Provide Financial Management Services to the Town of Wellington

ATTACHMENTS

1. Reso 33-2024 - Baker Tilly Engagement Amendment
2. Wellington CO Financial Mgt Services Amendment 24 07 01

TOWN OF WELLINGTON

RESOLUTION NO. 33-2024

A RESOLUTION APPROVING THE BAKER TILLY US, LLP AMENDED ENGAGEMENT LETTER TO PROVIDE FINANCIAL MANAGEMENT SERVICES TO THE TOWN OF WELLINGTON

WHEREAS, the Town of Wellington issued a Request for Qualifications for Financial Management Services and the firm of Baker Tilly US, LLP (“Baker Tilly”) was selected by the panel of Town staff and Trustees as the best capable of meeting the needs of the Town in providing financial management services; and

WHEREAS, on July 18, 2023 the Board of Trustees approved Resolution No. 24-2023 – A Resolution Approving the Baker Tilly US, LLP Engagement Letter to Provide Financial Management Services to the Town to January 2024; and

WHEREAS, on January 9, 2024 the Board of Trustees approved Resolution No. 03-2024 – A Resolution Approving the Baker Tilly US, LLP Amended Engagement Letter to Provide Financial Management Services to the Town which extended the services to June 30, 2024; and

WHEREAS, the Town has requested the services provided by Baker Tilly outlined in the Engagement Letter to be available for on-call services to continue support of the Finance Department.

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 Baker Tilly Amendment 2 dated July 2, 2024 and authorizes the Mayor to execute such agreements and documents necessary to so engage the services of Baker Tilly.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of July, 2024.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Baker Tilly US, LLP
267 E. Campbell Ave., Ste 200
Campbell, California 95008
+1 (408) 385-3400
bakertilly.com

To: Ms. Patti Garcia, Town Administrator
Town of Wellington

From: Carol Jacobs, Managing Director

Subject: Financial Consulting Assistance - Amendment 2

Date: July 1, 2024

On July 17, 2023, the Town of Wellington signed an agreement with Baker to provide financial consulting assistance by Don Rhoads. An amendment was approved in December 2023 for Mr. Rhoads to continue to assist with the transition of a new finance director.

The current contract and amendment had an expiration date of June 30, 2024. I would like to propose a change order to the contract to extend the term to December 31, 2024. Mr. Rhoads will continue to be billed at \$175/hour which is a discounted rate in recognition of the anticipated length of the engagement.

During this engagement, if other consultants are needed, the Town will be billed at our regular hourly rates as stated in the table below.

Title	Billing Rate
Managing Director	295.00
Director	235.00
Special Advisor	225.00
Senior Manager, Consulting	225.00
Manager, Consulting	200.00
Management Analyst, Consulting	180.00

Accepted by:

Town of Wellington, CO

Date



Board of Trustees Meeting

Date: July 9, 2024

Subject: Resolution No. 34-2024: A Resolution of the Town of Wellington, Colorado Amending Capital Projects Fund for Water Fund Projects Allocations in Fiscal Year 2024

- **Presentation: Meagan Smith, Deputy Director of Public Works**

EXECUTIVE SUMMARY

For Board of Trustee consideration is Resolution No. 34-2024: A Resolution of the Town of Wellington, Colorado Amending Capital Projects Fund for Water Fund Projects Allocations in Fiscal Year 2024. This resolution proposes the deferral of the Pre-Treatment Facility Site Improvement capital project (211-80-5032, budget \$65,000) for consideration in the 2025 budget process and reallocates \$33,000 to the Programmable Logic Controller (PLC) Upgrades capital project (211-80-5042, budget \$105,000), bringing the total allocated budget for the PLC Upgrades capital project to \$138,000.

BACKGROUND / DISCUSSION

The Programmable Logic Controllers (PLC) Upgrades capital project was included in the approved 2024 budget with an appropriation of \$105,000. PLCs are essential components of a water treatment system, allowing for automation, monitoring, and control of Water Treatment Plant facilities. The Town has four PLCs that are beyond their useful life and no longer serviceable. The PLC Upgrades project includes four new PLCs and required services and programming to replace the existing PLCs, as described in item E3 later in this agenda.

The final project bid came in at \$125,531. To close the gap between the original project appropriation and the final project bid, Staff is proposing deferring the Pre-Treatment Facility Site Improvement capital project (211-80-5032, budget \$65,000) for consideration in the 2025 budget process and reallocating \$33,000 to the PLC Upgrades project (211-80-5042). This reallocation will result in a final PLC Upgrades project budget of \$138,000, allowing for a 10% project contingency beyond the final bid price. Please see item E3 later in this agenda for more information.

CONNECTION WITH ADOPTED MASTER PLANS

FISCAL IMPLICATIONS

By deferring a \$65,000 project to 2025 and reallocating only \$33,000 to this PLC Upgrades Project, the Water Fund will see a savings of \$32,000 in 2024.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 34-2024: A Resolution of the Town of Wellington, Colorado Amending Capital Projects Fund for the Water Fund Projects Allocations in Fiscal Year 2024.

ATTACHMENTS

1. Resolution 34-2024 Adjusting Appropriations Water Fund

TOWN OF WELLINGTON
RESOLUTION NO. 34-2024

A RESOLUTION ADJUSTING APPROPRIATIONS OF THE TOWN OF WELLINGTON, COLORADO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING ON DECEMBER 31, 2024.

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, approved the budget for the fiscal year 2024 by Resolution No. 51-2023 on December 12, 2023; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, approved Capital Improvement Projects for the Water Fund by approving the budget for fiscal year 2024; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, desires to make adjustments to appropriations for fiscal year 2024;

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

The following adjustments to appropriations of capital improvement project funding are hereby made for the Town of Wellington, Larimer County, Colorado, for the fiscal year 2024.

Account	Account Title	2024 Budget as Approved	Adjustment	2024 Budget as Amended
211-80-5032	Pre-Treatment Facility Site Improvements	\$65,000	(\$65,000)	\$0
211-80-5042	Programmable Logic Controllers (PLC) Upgrades	\$105,000	\$33,000	\$138,000

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted this 9th day of July 2024.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: July 9, 2024

Subject: Resolution No. 35-2024: A Resolution of the Town of Wellington, Colorado Appropriating Capital Projects Fund to Parks Projects for Fiscal Year 2024

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

EXECUTIVE SUMMARY

The FY2024 Parks and Recreation budget has an approved \$50,000 CIP for the purchase and installation of an ADA Fishing Dock for the Wellville Ponds. The Town's Staff has successfully been awarded a grant from Colorado Parks and Wildlife for \$40,215 for this project. The Parks, Recreation, Open Spaces and Trails Advisory Board (PROST) voted to approve the request, via the Parks and Recreation Manager, to the Board of Trustees to appropriate a portion of the \$40,215 in savings to two other projects on their priority list for FY2024: Renovation of the Griffin Greens Disc Golf Course into a 9-Hole multi-use disc golf and foot golf course and a fenced, open-area dog park in Wellville Park. The estimated cost for both projects is \$32,950. This would include buffer expenses for potential changes in construction material prices for the dog park and the reduced price of the dog park due to the construction company's discount for local community partnerships.

BACKGROUND / DISCUSSION

The PROST Board has a list of renovation projects, events, recreation program ideas, park and trail improvement projects, and strategic/comprehensive plan alignment goals that they continually work on to make a positive impact on the community. These "Priorities" are derived from community engagement at PROST meetings, Recreation and Town events, Budget Boonanza, past comprehensive studies (GRASP), and site-visited understanding of what amenities need to be improved upon and replaced by the Parks and Recreation Department. With the ADA fishing dock at Wellville being partially funded via the CPW grant, PROST voted to have the Manager of the Parks and Recreation Department present an option for appropriating the savings. This appropriation of capital funding would drive the completion of two more projects on PROST Priorities List. These projects are strategic in nature, as they both allow for a more safe and inclusive use of park space, while providing the amenities that PROST has identified, through public engagement, as needed for expansion and replacement of failing infrastructure. A description of projects is below:

Disc Golf Course Renovation: The disc golf course, Griffin Greens, has been a staple of the Parks and Recreation department for many years. It was co-built by two Wellington residents, Wellington disc golf club founders and outdoor enthusiasts. For years, this course was the home course of the Wellington Disc Golf Club. The club's representatives, along with representatives from local company Disc Mania made three appearances at PROST meetings in the last year-and-a-half to express concerns about how the course is being used and the current state of failing infrastructure and have conversations with the PROST Board about certain solutions.

- **Current Course Issues:**
 - The course is very tough to play unless you are a good disc golf player. This has kept many citizens away from playing the course, trying it out as something new, or just casual players wanting to have fun.
 - The course is not designed to be accessible.

- Many of the holes on the east side of I-25 in Wellville Park present safety hazards due to proximity to the ponds, parking lot, trails and baseball practice field. With the ADA fishing dock set to be installed, this will only increase the usage of the amenities in the park for non-disc golfers.
- Outdated and failing signage, improper wayfinding signage, failing baskets that need to be replaced.

Dog Park Construction: Proposed to be built by the Town Staff on the east side of I-25 at Wellville Park in the area southwest of the corner of McClellan and Halleck Ln. This area is in the floodplain, but outside the floodway. This will allow the construction of the wood post and wire-gauge fencing to be possible without permitting. The proposed plan is to build an area that is fenced, but large and open, so that off-leash dogs can have the space to run freely. This is a good alternative to an off-leash park: giving public safety via the confined area but allowing for a good space for general play in a native environment. The area will have a space for "shy" dogs and a two-gate entry area (commonly used in dog parks). Though there is no proposal immediately for other amenities, the project will be used as a "pilot program" to gain interest to see if other features would be deemed desirable by the community (water fountain, shade structure, benches, agility equipment, etc.) via open public surveys through a QR Code at the dog park and website engagement. This proposed area is located in the current space within a few disc golf hole playing areas.

Project Pricing:

- See the attached Multi Golf Park proposal for what is included in the construction of the proposed new disc golf course.
 - The price for construction is \$24,950.
 - This includes a \$20,000 saving off the traditional price for a 9-hole course construction due to Local Community Partnerships.
- See attached estimate for materials needed to construct the dog park in Wellville Park.
 - The proposed budget needed is \$5,276
 - This budget should be adjusted to \$8,000 to account for change in appropriate dog park sizing and potential changes in material costs.
- Total price for the two projects is estimated at: \$32,950
 - Savings from the ADA Dock Grant: \$40,215.

Final Discussion:

The addition of these projects will bring more of a continuous and usable park plan that runs from the Knolls Linear Park, where the disc golf course currently starts along the Boxelder Creek in Knolls Linear Park, running down the trail, under I-25 and through Wellville Park. The safety issues involving disc golf being played around Wellville Park will be eliminated, and the space will be more "day-user" friendly for fishing, dog park, trail use, baseball practice, and the future planning of family oriented amenities to increase usage around the ADA Accessible Docks and shelter area. The removal of the disc golf course from Wellville Park and implementation of a multi-use course in Knolls Linear is highly endorsed by the Disc Golf Club. They want to



promote a more family-friendly environment and allow for new user groups to enjoy the sport of disc golf. The addition of a multi-use course would be an attractive option for our community and surrounding communities, as these types of courses are limited, but popular where implemented. It is proposed that no less than three of the nine multi-use holes will be fully ADA accessible, with the goal being more. The current course, though partially accessible, does not provide concrete consideration of ADA accessibility for the entire tee-box to hole placements. Combining the multi-use baskets, improved ADA accessibility, and course re-design for ease of use for all player abilities would bring a drastic improvement to the current course's inclusivity. These projects can be completed for less than the CIP budgeted money that was saved due to the CPW Grant for the ADA Fishing Dock.

CONNECTION WITH ADOPTED MASTER PLANS

Improved Gathering Spaces

Increasing Accessibility

Local Partnerships

Park Specific Alignment along the Boxelder Creek Trail and Wellville Park

Improving Failing and Outdated Amenities

Fiscal Responsibility

FISCAL IMPLICATIONS

This is an appropriation in the Park Fund offset by a surplus in the Park Fund's unappropriated fund balance created when additional revenue was received that was not included in fund revenue projections during the 2024 budget process. Revenue from the Colorado Parks and Wildlife Grant for an ADA fishing dock has increased Park Fund revenues by \$40,215 and this appropriation will increase expenditures by \$32,950. The fund balance will realize a net increase of \$7,265 in FY2024.

STAFF RECOMMENDATION

To approve the appropriation of funding in order to build a dog park in Wellville Park and re-construct the current disc golf course into a multi-use disc golf/foot golf course on the west side of I-25 in Knolls Linear Park.

ATTACHMENTS

1. Disc Golf and Dog Park Presentation
2. Wellington MultiGolfPark - 9-Hole MultiGolfPark Quote - Wellington CO (Updated) (002)
3. Resolution 35-2024 Appropriating CIP Park Fund

Parks and Recreation

2024 CIP Budgetary Reappropriation



Approved 2024 CIP Budget

- \$50,00 for ADA Fishing Dock approved in FY 2024
- TOW awarded a Colorado Parks and Wildlife Grant for \$40,215 to supplement ADA dock cost and shipping
- Tow of Wellington provides in-kind labor and concrete for the construction of the dock and surrounding ADA access to meet the required grant match

Requested Reappropriation Funding: Project – Disc Golf Course

Renovation of Griffin Greens Disc Golf Course

- Removal of course from Wellville Park
- Renovation to course on west side of I-25 in Knolls Linear Park to include Disc Golf and Foot Golf Course
- All new tee boxes, signage, wayfinding maps, greens areas around holes
- Project Cost: \$24,950
 - Single-source, local partnership savings: \$20,000

Project Reasoning

- Improve accessibility and usability for all citizens with course re-design
- Provide multi-use playing for more community involvement
- Reduce safety hazards on east side of I-25 in Wellville Park
- Remove failing and outdated infrastructure with new, safer tee boxes, baskets, updated course signage and mapping

Requested Reappropriation Funding: Project – Disc Golf Course



Requested Reappropriation Funding: Dog Park

Construction of Dog Park in Wellville Park

- Staff built Dog Park in unused are of Wellville Park
- Near trail and parking lot
- 4x4 wood construction with 5' high welded wire fencing
- Large open area, “shy-dog” area, dual gate entrance for safety
- Pilot program to garner community involvement for future amenities
- Approximate cost of materials: \$8,000

Project Reasoning

- Installation of identified needed amenity on the east side of I-25
- Large open area for fetch-play
- Fenced area for safety
- Strategic placement for use in otherwise unused area and appeasement of floodplain vs floodway use
- Potential for future enhancements driven by community involvement

Requested Reappropriation Funding: Dog Park

Dog Park Expenses				
Item	Quantity	Price	Total	
Wood Posts	100	\$11.50	\$1,150.00	4x4x8 ground contact syp redwood pressure treated timber
Staples	5	\$24.00	\$120.00	18 gauge finishng staples
Concrete	200	\$6.00	\$1,200.00	80lb bags
Staple Gun	1	\$200.00	\$200.00	Pneumatic 18-gauge 1-1/2 finishing stapler
Fence Mesh	15	\$62.00	\$930.00	5'x50' 14 gauge welded wire
Gate	1	\$100.00	\$100.00	Make out of extra materials and hinges
Top Posts	200	\$5.88	\$1,176.00	2x4x8 redwood pressure treated timber
Screws	3	\$50.00	\$150.00	
Post Hole Auger Digger	\$1	\$250.00	\$250.00	
			\$5,276.00	

Requested Reappropriation Funding: Dog Park

Red:

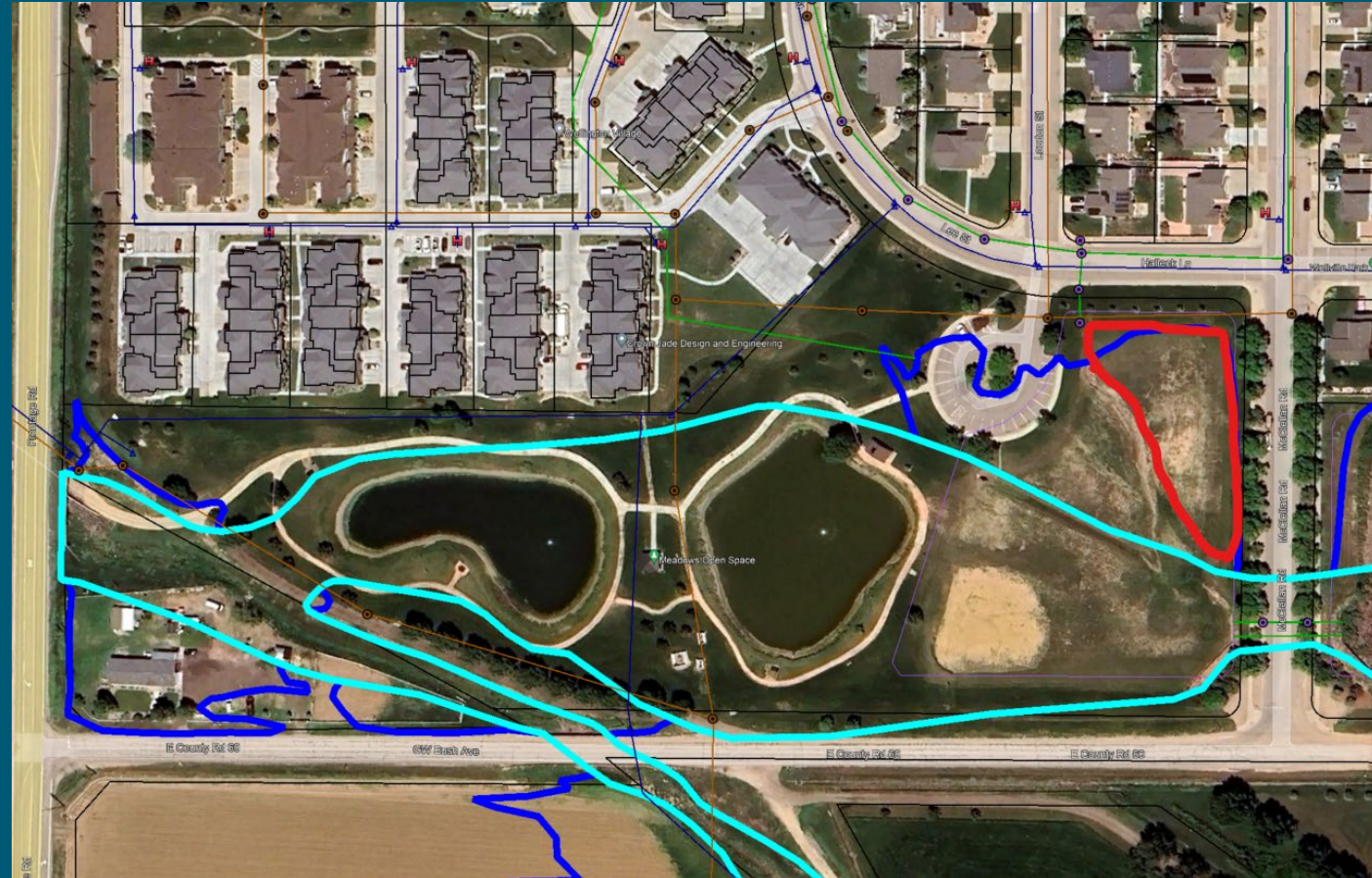
- Potential Dog Park Placement

Blue

- Floodplain

Cyan

- Floodway





Summary

- Use of CIP Reappropriated money to construct new multi-use disc golf course in Knolls Linear Park and Dog Park in Wellville Park
- Unused amount of original CIP funding: \$40,215
- Total cost of new amenities: \$32,950 (estimated with construction material buffer and local partnership discount)
- Re-amenitizing boxelder creek corridor and east side of I-25
- Alignment with PROST Priorities
- Alignment of Strategic Plan to bring more gathering spaces, equity, inclusive use areas and accessibility
- Updating old and outdated infrastructure
- Removing safety issues around Wellville Park and current Disc Golf course



MultiGolfPark Course Offer - Wellington, CO (Updated)

Avery Jenkins | DiscGolfPark | 3/19/24



Hello!

Thank you for your DiscGolfPark® quote request. We are happy to hear that you are interested in the DiscGolfPark® solution!

DiscGolfPark® courses are some of the most popular disc golf courses in the world, and there are plenty of reasons for that. The DiscGolfPark® concept offers a cost conscious, natural sports activity that is easy and fast to establish without sacrificing product quality. You can find DiscGolfPark® products all around the world on over 700-courses throughout 25-countries on 3 continents. DiscGolfPark is a unique disc golf course concept that was first developed in Finland back in 2005.

To maintain highest quality equipment in the game we produce all of our DiscGolfPark® products in Finland at a very high european standard. We are proud to say our concept is certified with the Key Flag Symbol to signify that the highest level of quality products are sourced for our course projects.

We offer a 25-year manufacturer warranty on all DiscGolfPark® Targets, TeeSigns and InfoBoards. We also provide a 3-year anti-rust warranty for basket chains as well as a 3-year manufacturer warranty on our DiscGolfPark® Turf Teepads.

DiscGolfPark® provides great experiences for players of all skill levels: from beginners to professionals. Our main ideology is to introduce disc golf to new audiences. By investing in a DiscGolfPark®, you will get a lot in return for years to come! From smaller courses featuring a limited number of holes to larger professional level courses - DiscGolfPark® course designers have designed courses all around the world. Our diverse design experience guarantees that our solution is user friendly and fulfills all the needs of our customers and players.

On the next page you can find our offer, personalized just for you.

I hope that our offer pleases you and we can cooperate on this project. If you have any questions, please do not hesitate to ask using my direct contact information below.

Avery Jenkins
DiscGolfPark Sales Manager
541-337-8668
Avery.Jenkins@DiscGolfPark.com



World Leader in Disc Golf Courses



MultiGolfPark® PRO-solution 9-holes

- Complete solution including property evaluation, project consultation, professional course design by a Disc Golf World Champion, full-color maps and all course equipment.

MultiGolfPark® Hole, 9 pcs

- Painted metal cup, crossbar and other rim.
- Inner diameter of the cup: 27.5 inches.
- Depth of the cup: 13.8 inches.
- Compatible with DiscGolfPark® Pro Target - installation structure included.
- 25-year warranty. **Made in Finland.**



DiscGolfPark® Pro Target, 9 pcs (incl. one practice basket)

- High visibility target top. Top part is powder painted.
- All parts hot dip galvanized.
- 28 chains configured in two tiers for superior catching.
- Comes with locking ground sleeve for permanent installation.
- This target is approved by the PDGA (Professional Disc Golf Association), which means that it can be used in tournament level competitions.
- The DiscGolfPark Pro Target is the most popular disc golf target in Europe.
- 10-year warranty. **Made in Finland.**



DiscGolfPark® Pro Turf Teepad, 9 pcs

- Teepad size 7.5' x 12.5' (6' x 12' mounted)
- Turf tuft length 0.75 inches.
- Material: polyethylene, Color: green
- 10-year warranty. **Made in the USA.**



DiscGolfPark® TeeSign, 9 pcs

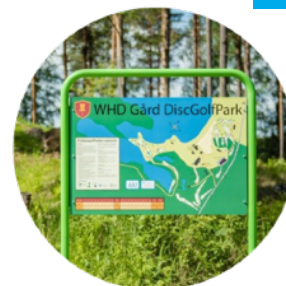
- Painted metal faceplate and pole.
- Height 47 inches (28 inches from ground level).
- Faceplate 8.5" x 12".
- Laminated, UV-resistant digital vinyl print with aluminum backer.
- Digital vinyl graphics included.
- Security rivets included.
- 10-year manufacturer warranty - **Made in Finland**





DiscGolfPark® InfoBoard, 1 pc

- Painted metal frame and poles.
- Board size: 41 inches x 28 inches.
- Laminated, UV-resistant digital vinyl print with aluminum background. Security screws.
- Drawing included.
- 10-year warranty. **Made in Finland.**



MultiGolfPark® Course Design - Professional Course Design

- Course design by an experienced professional with safety of other course users and minimization of environmental impact to be of utmost importance.
- Well versed in ecosystem management and conservation of the property.
- Integrating sight line clearing for visibility of initial design.
- Complete course layout and design provided on property maps for records.
- Details of the design will be discussed with the PDGA on-site upon determining best design practices within the scope of the property and future development plans.
- Design incorporates other existing structures and utilization of nature features that provide the best overall experience for the players.
- Course layout will be catered towards the highest level of world class competitors with multiple teepads and basket locations on each hole.
- Displaying great use of the natural topography and overall landscape.
- The PDGA International Disc Golf Course should absolutely consider a Championship Course designed by a PDGA World Champion.

On-Site Project Management and Equipment Installation Oversight

- Overall management and oversight of all contracted labor on site throughout the design and course installation process.
- Property clearing subject to change once designed holes take shape.
- Complete and proper installation of all course equipment and teepads.
- Installation of ground/erosion control for course integrity and sustainability.

MultiGolfPark® Mapping Graphics

- Stylish graphics with accurate course information.

Freight to Wellington, CO

TOTAL with Full Course Installation	\$44,950
DISCOUNT 45% (Local Community Partnership)	\$20,000
GRAND TOTAL with On-Site Project Management	\$24,950

Delivery terms: Supplies delivered to the address provided

Payment terms: 50% due upfront & remaining 50% due upon the delivery of the equipment

Offer terms: This offer is valid for 90 days. (June 19, 2024)

DiscGolfPark Course Offer
3/14/24



Delivery does not include:

- Labor, machinery and course preparation work such as tree cutting or fairway clearing.
- Concrete bases for the installation of Targets, Teesigns and the InfoBoard (Course Map).
- Treated wooden frames or crushed rock for Teepads & Greenpads, if required.

Terms of payment:

- First 50% of total value before equipment shipment.
- Last 50% of total value at reception of course equipment.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: _____ Signed: _____ Date: _____

I hope that you find this offer satisfying and we can start a course project together. I'm glad to help you if you need more information.



DiscGolfPark®-products



MultiGolfPark® Hole: The MultiGolfPark Target consists of the DiscGolfPark Target and the MultiGolfPark Hole allows players to participate in three forms of golf (disc golf, foot golf and park golf) using the same target. During the years, we have learned a lot about creating a product that resists corrosion even in the most demanding conditions. It has become one of the most popular disc golf targets worldwide. This highly visible eye-catching target has everything that is needed from a championship level basket – and it stands the test of time. Our targets in the North American market are light blue, making it easy for players to distinguish and recognize them as high quality DiscGolfPark products.



DiscGolfPark® Pro-Target: The target is the most important component of a disc golf course. That's why we have put a lot of effort into it. During the years, we have learned a lot about creating a product that resists corrosion even in the most demanding conditions. It has become one of the most popular disc golf targets worldwide. This highly visible eye-catching target has everything that is needed from a championship level basket – and it stands the test of time. Our targets in the North American market are light blue, making it easy for players to distinguish and recognize them as high quality DiscGolfPark products. Tournament Level Target approved by the Professional Disc Golf Association (PDGA) for competition play. *the product in the offer is the permanent option



DiscGolfPark® PRO Turf TeePad: Every disc golf hole begins on an initial throwing place – the tee. On new disc golf courses, the most popular tee choice is turf. TeePad tees have a significant effect on the general impression and the usability of the course. A turf mat looks tidy and natural. In addition, they are durable and player-friendly, when maintained properly. TeePads are available in two sizes: Am and Pro.



DiscGolfPark® TeeSign: The teesign is specifically designed for disc golf. TeeSign tells the essential hole information and makes playing a more enjoyable experience. You don't need to guess hole lengths, rules or safety issues. The graphics are printed and laminated on a UV-protected sticker that is attached on a sturdy metal plate. Its durable structure and powder-coated body enable the TeeSign to be used in every condition around the year. Teesign is always designed to suit your needs. It can be colored according to your wishes and even specific logos can be added to it. To help navigate on your course, ask for more signs from your course designer!



DiscGolfPark® InfoBoard (Course Map): provides the overall visual layout of the course for ease of navigation for the players. InfoBoard is the eye catcher at the beginning of a disc golf course. InfoBoard presents the course as a whole – offering information on each hole and covering every important detail of the course. Rules and guidelines are easy to describe on it to provide the overall visual layout of the course for ease of navigation for the players. The InfoBoard is designed to match your needs. It can be colored according to your wishes and even specific logos can be added to it. To help navigating on your course, ask for more signs from your course designer!



DiscGolfPark® References

European Open

Nokia DiscGolfPark is the venue for Europe's largest public disc golf event, which attracts the top players from around the world.



Konopiste (Franz Ferdinand)

In the Czech Republic, the historic area of Konopiste Castle holds one of the most beautiful courses in Europe. The Franz Ferdinand DiscGolfPark has held PDGA major-level competitions as well as the European Championships.



Anheuser-Busch (Budweiser)

There is an 18-hole DiscGolfPark in the yard of Budweiser's US factory, built to represent the brand's own colors using the custom color option.





Course Designer Bio:

Avery Jenkins is a touring professional disc golfer playing tournaments throughout the US and abroad. Recognized as one of the longest throwers in the game, he has achieved great success on the PDGA Tour. A former World Champion, he is considered to be one of the top players in disc golf over the past two decades and continues to be a great ambassador for the sport.

Growing up in Hinckley, Ohio, Avery has been around disc golf all his life. His mother, Sharon, has won 3 World Championships ('92, '94 and '98). His father, Leroy, has won many NT Titles and is credited with instilling in him the love for the game. His sister, Valarie, is also a touring professional disc golfer and is a 4X Women's World Champion ('07, '08, '09 and '16).

After throwing his first disc at the young age of 7, Avery began playing disc golf recreationally and in tournaments sporadically as a kid. He first joined the Professional Disc Golf Association in 1992 as a Christmas gift from his parents, but it was not until after he graduated from high school that he developed an intense passion for the sport and set out to build his life around it.

Over the past 20 years, Avery has achieved great success on the disc golf course playing in 450+ tournaments across the United States and abroad, including Major tournaments in Japan and Europe. His career highlights include winning the 2009 World Championships, the 2004 Japan Open and the 2006 Player's Cup. He is also the 2008 & 2009 PDGA Points Leader and has won 55+ PDGA tournaments to date.

Avery continues to improve his game both while on tour and during the off-season with lots of practice and strength training, always striving to take the game to the next level. In addition to tournament play, Avery is an avid Disc Golf Course Collector playing over 1,400 Disc Golf Courses in 49-states and 23-countries. He is also a championship Disc Golf Course designer putting focus on safety, challenge and overall player experience. He also understands the importance of player progression by giving back to the growing disc golf community and offering instructional clinics to players across the country.

Disc Golf Achievements:

Disc Golf World Champion
3X PDGA Major Champion
3X US Distance Champion
Disc Golf Instructor/Coach
20+ Yr. PDGA Tour Player
1,400+ Disc Golf Courses Played
450+ PDGA Tournaments Played
55+ PDGA Tour Wins



DiscGolfPark Designs: <https://www.discgolfpark.com/designer/avery-jenkins/>

Course Designer Contact information:

Avery Jenkins

Sales Manager

541-337-8668

Avery.Jenkins@DiscGolfPark.com

[DiscGolfPark.com](https://www.DiscGolfPark.com)

TOWN OF WELLINGTON
RESOLUTION NO. 35-2024

A RESOLUTION APPROPRIATING FUNDS OF THE TOWN OF WELLINGTON, COLORADO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING ON DECEMBER 31, 2024.

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, approved the budget for the fiscal year 2024 by Resolution No. 51-2023 on December 12, 2023; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, approved Capital Improvement Projects for the Park Fund by approving the budget for fiscal year 2024; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, desires to make additional appropriations for fiscal year 2024;

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

The following appropriations are hereby made for the Town of Wellington, Larimer County, Colorado, for the fiscal year 2024.

Account	Account Title	2024 Initially Approved Budget	2024 Budget as Appropriated
211-80-5057	Park Fund CIP – Multi Golf Park	\$0	\$24,950
211-80-5058	Park Fund CIP – Dog Park (Wellville Park)	\$0	\$8,000

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted this 9th day of July 2024.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: July 9, 2024
Subject: Ordinance No. 07-2024: An Ordinance Amending the Town of Wellington Municipal Code Pertaining to Firearms on Town Property and Determining an Emergency with Respect Thereto

- **Presentation: Dan Sapienza, Town Attorney**

BACKGROUND / DISCUSSION

This item was first presented to the Board of Trustees on June 18, 2024 at the Board of Trustees Work Session. See the attached Work Session Packet material for in-depth background on the issue.

SB24-131, adopted by the Colorado General Assembly, went into effect on July 1, 2024. This new law prohibits the carrying of firearms in a variety of "sensitive areas," which include specific types of local government buildings. The law does not allow any carrying of firearms, whether openly or concealed with a concealed carry permit. In the Town of Wellington, this new law applies to the Leeper Center and the Municipal Services Building.

The law permits a local government to "opt-out" its government buildings from the new law. Several municipalities and counties across the state have opted out, though it is difficult to know how many, as this law is so recent. Severance recently adopted an emergency ordinance to permit the concealed carry of firearms with a permit by its elected officials and staff. Douglas County opted out for those individuals carrying with a valid concealed carry permit.

As the law went into effect on July 1 and a standard ordinance must be published for 30 days to become effective, it is possible the Board desires that this ordinance be considered as an emergency ordinance. Per the Wellington Town Code, an emergency ordinance can be enacted if "necessary for the immediate preservation of the public peace, health and safety" and approved by three-fourths (3/4) of the members of the Board (6 members).

Prepared for the Board are four options for consideration:

1. An emergency ordinance opting out of SB24-131 for those with valid concealed carry permits.
2. A non-emergency ordinance opting out of SB24-131 for those with valid concealed carry permits.
3. An emergency ordinance opting out of SB24-131 for the concealed or open carrying of firearms.
4. A non-emergency ordinance opting out of SB24-131 for the concealed or open carrying of firearms.

STAFF RECOMMENDATION

Sample Motion for *standard* ordinance: "Move to adopt Ordinance Number 07-2024, Option [2, 4], Pertaining to Firearms on Town Property"

Sample Motion for *emergency* ordinance: "Move to adopt Ordinance Number 07-2024, Option [1, 3], An Emergency Ordinance Pertaining to Firearms on Town Property"

ATTACHMENTS

1. Ordinance 07-2024 - Option 1 Limited Emergency - SB24-131 Opt-Out
2. Ordinance 07-2024 - Option 2 Limited - SB24-131 Opt-Out
3. Ordinance 07-2024 - Option 3 Broadest Emergency - SB24-131 Opt-Out
4. Ordinance 07-2024 - Option 4 Broadest - SB24-131 Opt-Out
5. July 18, 2024 Work Session Packet Documents

Option 1

TOWN OF WELLINGTON

ORDINANCE NO. 07-2024

AN ORDINANCE AMENDING THE TOWN OF WELLINGTON MUNICIPAL CODE PERTAINING TO FIREARMS ON TOWN PROPERTY AND DETERMINING AN EMERGENCY WITH RESPECT THERETO

WHEREAS, in the most recent legislative session, the Colorado General Assembly enacted Senate Bill 24-131 (“SB24-131”), which prohibits carrying a firearm in “sensitive spaces” recognized by the United States Supreme Court in the *N.Y. State Rifle & Pistol Ass’n v. Bruen* case, 597 U.S. 1 (2022), which bill took effect on July 1, 2024; and

WHEREAS, the sensitive spaces addressed in SB24-131, where the open and concealed carrying of a firearm is prohibited as of July 1, 2024, include certain state and local government buildings and property; courthouses or buildings used for court proceedings; schools, colleges, universities, seminaries, and licensed childcare centers; and polling places, ballot drop boxes, and other places where ballot counting and related election activities are taking place; and

WHEREAS, SB24-131 includes an “opt-out” provision authorizing a local government to enact an ordinance, regulation, or other law that permits a person to carry a firearm at certain local government spaces specified in the bill; and

WHEREAS, the Town of Wellington Board of Trustees recognizes and affirms that the Second Amendment to the United States Constitution protects the right of persons to keep and bear arms, and the Supreme Court of the United States has held that states and local governments may, consistent with the Second Amendment, regulate the carrying firearms in sensitive places; and

WHEREAS, the Board of Trustees finds and determines that permitting individuals who hold a valid concealed carry permit issued pursuant to Colorado law, to carry a concealed handgun on Town property is necessary for the immediate preservation of the public peace, health, and safety as follows:

- (a) Self-Defense: Allowing individuals with a valid concealed carry permit to carry a concealed handgun on Town property is essential to self-defense, enabling them to protect themselves in case of an immediate danger to life and safety;
- (b) Deterrence: Allowing individuals with a valid concealed carry permit to carry a concealed handgun on Town property may act as a deterrent against potential attackers and individuals with malicious intent and could dissuade individuals from attempting violent acts against citizens and officials on Town property;
- (c) Permit Holder Training: Individuals who hold a valid permit to carry a concealed handgun under part 2 of article 12 of Title 18, C.R.S., have undergone stringent background checks and have completed required training on the responsible, defensive carrying of a handgun;

(d) Equality and Uniformity: Individuals should have the same right to protect themselves at their place of employment and governance as they have in their homes and as other citizens may have in private places of employment;

WHEREAS, the Board of Trustees finds and determines that the continuing and uninterrupted ability for individuals who hold a valid concealed carry permit to carry a concealed handgun on Town Property, with certain exceptions, after SB24-131 went into effect on July 1, 2024, is necessary for the immediate preservation of public health, welfare, peace, and safety; and

WHEREAS, in furtherance of the above-recited compelling interests, the Board of Trustees desires to enact this ordinance, as authorized by SB24-131, on an emergency basis to ensure that individuals with a valid concealed carry permit may continue, without interruption, to lawfully carry a concealed handgun on Town property after July 1, 2024; and

WHEREAS, this ordinance is enacted pursuant to the Town of Wellington's police powers in order to safeguard and preserve the public health, safety, and welfare of the community.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AS FOLLOWS:

1. The following section is added to Article 5 of Chapter 10 of the Wellington Municipal Code:

10-5-200. - Permissive carry of firearms in municipal buildings.

(a) Pursuant to C.R.S § 18-12-105.3(4)(b), it shall not be a violation of C.R.S. § 18-12-105.3(1)(b) or any successor section of the Colorado Revised Statutes for an individual who holds a valid permit to carry a concealed handgun or a temporary emergency permit issued pursuant to state law to carry a concealed handgun in any Municipal building or its adjacent property including parking lot.

(b)(1) It shall be a violation of C.R.S § 18-12-105.3(1)(c) to carry a firearm within any Municipal building or portion of a municipal building, including adjacent parking areas, used for municipal court proceedings (i) while municipal court is in session, or (ii) while any law enforcement personnel, defense counsel personnel, or municipal court personnel are engaged in any activities in connection with a municipal court proceeding whether or not the court is in session.

(2) During times when this prohibition is in effect, a sign stating the following will be conspicuously posted on the entryways of such building with a size font that is clearly legible:

PROCEEDINGS OF THE TOWN OF WELLINGTON MUNICIPAL COURT ARE
CURRENTLY UNDERWAY.

PURSUANT TO 18-12-105.3(1)(c), COLORADO REVISED STATUTES, ALL FIREARMS,
ARE CURRENTLY PROHIBITED WITHIN THIS BUILDING AND ADJACENT
PROPERTY, INCLUDING PARKING LOTS.

THIS PROHIBITION APPLIES TO ALL FIREARMS, EVEN THOSE CARRIED BY A
CONCEALED FIREARM CARRY PERMIT.

2. Severability If any clause or provision of this ordinance is held to be invalid or unenforceable, the invalidity or unenforceability of the clause or provisions will not affect the validity of any of the remaining clauses or provisions of this ordinance.
3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.
4. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.
5. The Town of Wellington Board of Trustees finds this ordinance is necessary for the immediate preservation of public health, welfare, peace, and safety, and upon the affirmative vote of three-fourths of members pursuant to C.R.S. § 31-16-105, it shall be adopted as an emergency ordinance and shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 9th day of July, 2024 and ordered to become effective immediately.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Option 2

TOWN OF WELLINGTON

ORDINANCE NO. 07-2024

AN ORDINANCE AMENDING THE TOWN OF WELLINGTON MUNICIPAL CODE
PERTAINING TO FIREARMS ON TOWN PROPERTY

WHEREAS, in the most recent legislative session, the Colorado General Assembly enacted Senate Bill 24-131 (“SB24-131”), which prohibits carrying a firearm in “sensitive spaces” recognized by the United States Supreme Court in the *N.Y. State Rifle & Pistol Ass’n v. Bruen* case, 597 U.S. 1 (2022), which bill took effect on July 1, 2024; and

WHEREAS, the sensitive spaces addressed in SB24-131, where the open and concealed carrying of a firearm is prohibited as of July 1, 2024, include certain state and local government buildings and property; courthouses or buildings used for court proceedings; schools, colleges, universities, seminaries, and licensed childcare centers; and polling places, ballot drop boxes, and other places where ballot counting and related election activities are taking place; and

WHEREAS, SB24-131 includes an “opt-out” provision authorizing a local government to enact an ordinance, regulation, or other law that permits a person to carry a firearm at certain local government spaces specified in the bill; and

WHEREAS, the Town of Wellington Board of Trustees recognizes and affirms that the Second Amendment to the United States Constitution protects the right of persons to keep and bear arms, and the Supreme Court of the United States has held that states and local governments may, consistent with the Second Amendment, regulate the carrying firearms in sensitive places; and

WHEREAS, in furtherance of the above-recited compelling interests, the Board of Trustees desires to enact this ordinance, as authorized by SB24-131, on an emergency basis to ensure that individuals with a valid concealed carry permit may continue, without interruption, to lawfully carry a concealed handgun on Town property after July 1, 2024; and

WHEREAS, this ordinance is enacted pursuant to the Town of Wellington’s police powers in order to safeguard and preserve the public health, safety, and welfare of the community.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO, AS FOLLOWS:

1. The following section is added to Article 5 of Chapter 10 of the Wellington Municipal Code:

10-5-200. - Permissive carry of firearms in municipal buildings.

(a) Pursuant to C.R.S § 18-12-105.3(4)(b), it shall not be a violation of C.R.S. § 18-12-105.3(1)(b) or any successor section of the Colorado Revised Statutes for an individual who holds a valid permit to carry a concealed handgun or a temporary emergency permit issued pursuant to state law to carry a concealed handgun in any Municipal building or its adjacent property including parking lot.

(b)(1) It shall be a violation of C.R.S § 18-12-105.3(1)(c) to carry a firearm within any Municipal building or portion of a municipal building, including adjacent parking areas, used for municipal court proceedings (i) while municipal court is in session, or (ii) while any law enforcement personnel, defense counsel personnel, or municipal court personnel are engaged in any activities in connection with a municipal court proceeding whether or not the court is in session.

(2) During times when this prohibition is in effect, a sign stating the following will be conspicuously posted on the entryways of such building with a size font that is clearly legible:

PROCEEDINGS OF THE TOWN OF WELLINGTON MUNICIPAL COURT ARE
CURRENTLY UNDERWAY.

PURSUANT TO 18-12-105.3(1)(c), COLORADO REVISED STATUTES, ALL FIREARMS,
ARE CURRENTLY PROHIBITED WITHIN THIS BUILDING AND ADJACENT
PROPERTY, INCLUDING PARKING LOTS.

THIS PROHIBITION APPLIES TO ALL FIREARMS, EVEN THOSE CARRIED BY A
CONCEALED FIREARM CARRY PERMIT.

2. Severability If any clause or provision of this ordinance is held to be invalid or unenforceable, the invalidity or unenforceability of the clause or provisions will not affect the validity of any of the remaining clauses or provisions of this ordinance.
3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 9th day of July, 2024 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Option 3

TOWN OF WELLINGTON

ORDINANCE NO. 07-2024

AN ORDINANCE AMENDING THE TOWN OF WELLINGTON MUNICIPAL CODE PERTAINING TO FIREARMS ON TOWN PROPERTY AND DETERMINING AN EMERGENCY WITH RESPECT THERETO

WHEREAS, in the most recent legislative session, the Colorado General Assembly enacted Senate Bill 24-131 (“SB24-131”), which prohibits carrying a firearm in “sensitive spaces” recognized by the United States Supreme Court in the *N.Y. State Rifle & Pistol Ass’n v. Bruen* case, 597 U.S. 1 (2022), which bill took effect on July 1, 2024; and

WHEREAS, the sensitive spaces addressed in SB24-131, where the open and concealed carrying of a firearm is prohibited as of July 1, 2024, include certain state and local government buildings and property; courthouses or buildings used for court proceedings; schools, colleges, universities, seminaries, and licensed childcare centers; and polling places, ballot drop boxes, and other places where ballot counting and related election activities are taking place; and

WHEREAS, SB24-131 includes an “opt-out” provision authorizing a local government to enact an ordinance, regulation, or other law that permits a person to carry a firearm at certain local government spaces specified in the bill; and

WHEREAS, the Town of Wellington Board of Trustees recognizes and affirms that the Second Amendment to the United States Constitution protects the right of persons to keep and bear arms, and the Supreme Court of the United States has held that states and local governments may, consistent with the Second Amendment, regulate the carrying firearms in sensitive places; and

WHEREAS, the Board of Trustees finds and determines that permitting individuals to carry firearms on Town property is necessary for the immediate preservation of the public peace, health, and safety as follows:

- (a) Self-Defense: Allowing individuals to carry firearms on Town property is essential to self-defense, enabling them to protect themselves in case of an immediate danger to life and safety;
- (b) Deterrence: Allowing individuals to carry firearms on Town property may act as a deterrent against potential attackers and individuals with malicious intent and could dissuade individuals from attempting violent acts against citizens and officials on Town property;
- (c) Equality and Uniformity: Individuals should have the same right to protect themselves at their place of employment and governance as they have in their homes and as other citizens may have in private places of employment;

WHEREAS, the Board of Trustees finds and determines that the continuing and uninterrupted ability for individuals to carry firearms on Town property, with certain exceptions, after SB24-131

went into effect on July 1, 2024, is necessary for the immediate preservation of public health, welfare, peace, and safety; and

WHEREAS, in furtherance of the above-recited compelling interests, the Board of Trustees desires to enact this ordinance, as authorized by SB24-131, on an emergency basis to ensure that individuals to carry firearms on Town property after July 1, 2024; and

WHEREAS, this ordinance is enacted pursuant to the Town of Wellington's police powers in order to safeguard and preserve the public health, safety, and welfare of the community.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AS FOLLOWS:

1. The following section is added to Article 5 of Chapter 10 of the Wellington Municipal Code:

10-5-200. - Permissive carry of firearms in municipal buildings.

(a) Pursuant to C.R.S § 18-12-105.3(4)(b), it shall not be a violation of C.R.S. § 18-12-105.3(1)(b) or any successor section of the Colorado Revised Statutes for an individual to carry a firearm in any Municipal building or its adjacent property including parking lot.

(b)(1) It shall be a violation of C.R.S § 18-12-105.3(1)(c) to carry a firearm within any Municipal building or portion of a municipal building, including adjacent parking areas, used for municipal court proceedings (i) while municipal court is in session, or (ii) while any law enforcement personnel, defense counsel personnel, or municipal court personnel are engaged in any activities in connection with a municipal court proceeding whether or not the court is in session.

(2) During times when this prohibition is in effect, a sign stating the following will be conspicuously posted on the entryways of such building with a size font that is clearly legible:

PROCEEDINGS OF THE TOWN OF WELLINGTON MUNICIPAL COURT ARE
CURRENTLY UNDERWAY.

PURSUANT TO 18-12-105.3(1)(c), COLORADO REVISED STATUTES, ALL FIREARMS,
ARE CURRENTLY PROHIBITED WITHIN THIS BUILDING AND ADJACENT
PROPERTY, INCLUDING PARKING LOTS.

THIS PROHIBITION APPLIES TO ALL FIREARMS, EVEN THOSE CARRIED BY A
CONCEALED FIREARM CARRY PERMIT.

2. Severability If any clause or provision of this ordinance is held to be invalid or unenforceable, the invalidity or unenforceability of the clause or provisions will not affect the validity of any of the remaining clauses or provisions of this ordinance.
3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.
4. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

5. The Town of Wellington Board of Trustees finds this ordinance is necessary for the immediate preservation of public health, welfare, peace, and safety, and upon the affirmative vote of three-fourths of members pursuant to C.R.S. § 31-16-105, it shall be adopted as an emergency ordinance and shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 9th day of July, 2024 and ordered to become effective immediately.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Option 4

TOWN OF WELLINGTON

ORDINANCE NO. 07-2024

AN ORDINANCE AMENDING THE TOWN OF WELLINGTON MUNICIPAL CODE
PERTAINING TO FIREARMS ON TOWN PROPERTY

WHEREAS, in the most recent legislative session, the Colorado General Assembly enacted Senate Bill 24-131 (“SB24-131”), which prohibits carrying a firearm in “sensitive spaces” recognized by the United States Supreme Court in the *N.Y. State Rifle & Pistol Ass’n v. Bruen* case, 597 U.S. 1 (2022), which bill took effect on July 1, 2024; and

WHEREAS, the sensitive spaces addressed in SB24-131, where the open and concealed carrying of a firearm is prohibited as of July 1, 2024, include certain state and local government buildings and property; courthouses or buildings used for court proceedings; schools, colleges, universities, seminaries, and licensed childcare centers; and polling places, ballot drop boxes, and other places where ballot counting and related election activities are taking place; and

WHEREAS, SB24-131 includes an “opt-out” provision authorizing a local government to enact an ordinance, regulation, or other law that permits a person to carry a firearm at certain local government spaces specified in the bill; and

WHEREAS, the Town of Wellington Board of Trustees recognizes and affirms that the Second Amendment to the United States Constitution protects the right of persons to keep and bear arms, and the Supreme Court of the United States has held that states and local governments may, consistent with the Second Amendment, regulate the carrying firearms in sensitive places; and

WHEREAS, this ordinance is enacted pursuant to the Town of Wellington’s police powers in order to safeguard and preserve the public health, safety, and welfare of the community.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO, AS FOLLOWS:

1. The following section is added to Article 5 of Chapter 10 of the Wellington Municipal Code:

10-5-200. - Permissive carry of firearms in municipal buildings.

(a) Pursuant to C.R.S § 18-12-105.3(4)(b), it shall not be a violation of C.R.S. § 18-12-105.3(1)(b) or any successor section of the Colorado Revised Statutes for an individual to carry a firearm in any Municipal building or its adjacent property including parking lot.

(b)(1) It shall be a violation of C.R.S § 18-12-105.3(1)(c) to carry a firearm within any Municipal building or portion of a municipal building, including adjacent parking areas, used for municipal court proceedings (i) while municipal court is in session, or (ii) while any law enforcement

personnel, defense counsel personnel, or municipal court personnel are engaged in any activities in connection with a municipal court proceeding whether or not the court is in session.

(2) During times when this prohibition is in effect, a sign stating the following will be conspicuously posted on the entryways of such building with a size font that is clearly legible:

PROCEEDINGS OF THE TOWN OF WELLINGTON MUNICIPAL COURT ARE
CURRENTLY UNDERWAY.

PURSUANT TO 18-12-105.3(1)(c), COLORADO REVISED STATUTES, ALL FIREARMS,
ARE CURRENTLY PROHIBITED WITHIN THIS BUILDING AND ADJACENT
PROPERTY, INCLUDING PARKING LOTS.

THIS PROHIBITION APPLIES TO ALL FIREARMS, EVEN THOSE CARRIED BY A
CONCEALED FIREARM CARRY PERMIT.

2. Severability If any clause or provision of this ordinance is held to be invalid or unenforceable, the invalidity or unenforceability of the clause or provisions will not affect the validity of any of the remaining clauses or provisions of this ordinance.
3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 9th day of July, 2024 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

Board of Trustees Meeting

Date: June 18, 2024
Subject: Senate Bill 24-131 Overview

- **Presentation: Dan Sapienza, Town Attorney**

BACKGROUND / DISCUSSION

Executive Summary

In the 2024 Legislative Session of the Colorado General Assembly, SB24-131 was passed, which expands prohibitions of carrying (whether openly or concealed) firearms and other weapons in certain buildings and places, namely government buildings, schools, and polling places. A provision of the law allows a local government to opt its local buildings out of the prohibition. This Work Session discussion is intended to gauge the interest of the Wellington Board of Trustees in “opting out,” as allowed in the statute.

Bill Summary

SB24-131 has three main sections, one of which is of particular note to the Town of Wellington. First, the law increases prohibitions around carrying openly or concealed any firearm at schools, universities, and seminaries. The Town cannot modify this prohibition, as the prohibition is a state law, punishable as a class 1 misdemeanor.

Second, the law expands prohibitions around firearms near polling places. While prior to SB24-131 it was unlawful to carry a firearm openly at a polling place or within 100 feet of a polling place or drop box, this new law expands that to include a prohibition on concealed carry of firearms in these locations.

Third, and most impactful to the Town of Wellington, SB24-131 makes carrying a firearm in a government building or adjacent parking area a class 1 misdemeanor. This applies to a number of state government buildings, all courthouses or buildings used for court proceedings, and local government buildings where 1) the governing body’s chambers are located, 2) a meeting of a government body is taking place, and 3) the office of any elected member of the governing body or the chief executive of the town is located.

Notably, nearly all prohibitions of SB24-131 apply to all firearms, whether carried openly or concealed, regardless of whether a person has a lawful concealed carry permit. Also, the law has exceptions allowing the carrying of firearms by law enforcement in their official capacity, security personnel employed at the facility, a member of the armed forces when engaged in official duties, or, when in a parking lot of a covered building, a person with a concealed carry permit.

The Opt-Out Provision

Per the terms of SB24-131, as codified at C.R.S. § 18-12-105.3(4)(b):



A LOCAL GOVERNMENT MAY ENACT AN ORDINANCE, REGULATION, OR OTHER LAW THAT PERMITS A PERSON TO CARRY A FIREARM AT A PLACE DESCRIBED IN SUBSECTION (1)(b) OF THIS SECTION.

The subsection (1)(b) referenced in this opt-out language is specifically regarding local government buildings where 1) the governing body's chambers are located, 2) a meeting of a government body is taking place, and 3) the office of any elected member of the governing body or the chief executive of the town is located.

This law does not grant a local government the authority to permit a person to carry a firearm at the many other locations mentioned in the bill, even if they are within the Town or within a Town Building. This means the Town cannot permit firearms in courthouses or portions of buildings used for court proceedings, schools or universities, or within or near polling places or ballot drops.

Application to the Town of Wellington

The local government buildings indicated in SB24-131 would apply to the Leeper Center, used for the Board of Trustees chambers, and the Municipal Services Building, used for the Town Administrator office. SB24-131 prohibits the open or concealed carry of firearms in these buildings, unless the Town Board of Trustees desires to pass an ordinance authorizing the carry of firearms in these locations.

If desired, such an allowance (opt-out) cannot apply to these buildings when used for court proceedings, or during elections if within 100 feet of a drop box or when used as a count facility. The allowance would be time and use-limited, depending on the current use of a building.

Example draft code language. This is the broadest possible opt-out of SB24-131, allowing any person to carry open or concealed:

2-X-15: Permissive carry of firearms in municipal buildings

- a) Pursuant to C.R.S § 18-12-105.3(4)(b), it shall not be a violation of C.R.S. § 18-12-105.3(1)(b) or any successor section of the Colorado Revised Statutes for any person to carry a firearm in any Municipal building or its adjacent property including parking lot.
- b) It shall be a violation of C.R.S § 18-12-105.3(c) to carry a firearm within any Municipal building or portion of a municipal building, including adjacent parking areas, used for municipal court proceedings (i) while municipal court is in session, or (ii) while any law enforcement personnel, defense counsel personnel, or municipal court personnel are engaged in any activities in connection with a municipal court proceeding whether or not the court is in session.

The opt out could also limit who is allowed to carry in those buildings, for instance, limited to staff and elected officials or only allowing concealed carry (or both), but not open carry.

Example narrower language. Here only staff and town officials are permitted to carry and in these cases, only a concealed handgun with a permit.

2-X-15: Permissive carry of firearms in municipal buildings

- a) Pursuant to C.R.S § 18-12-105.3(4)(b), it shall not be a violation of C.R.S. § 18-12-105.3(1)(b) or any successor section of the Colorado Revised Statutes for a member of the Board of Trustees or an officer or employee of the Town who holds a valid permit to

carry a concealed handgun or a temporary emergency permit issued pursuant to state law to carry a concealed handgun in any Municipal building or its adjacent property including parking lot.

b) It shall be a violation of C.R.S § 18-12-105.3(c) to carry a firearm within any Municipal building or portion of a municipal building, including adjacent parking areas, used for municipal court proceedings (i) while municipal court is in session, or (ii) while any law enforcement personnel, defense counsel personnel, or municipal court personnel are engaged in any activities in connection with a municipal court proceeding whether or not the court is in session.

Notice Requirements

Other than for polling places, the new law has no requirement for posting notice, however, it would be advisable to provide notice to the public of when and where the law may apply. Example language should be added to the above example code sections:

During times when this prohibition is in effect, a sign stating the following will be conspicuously posted on the entryways of such building with a size font that is clearly legible:

**PROCEEDINGS OF THE TOWN OF WELLINGTON MUNICIPAL COURT ARE
CURRENTLY UNDERWAY.**

**PURSUANT TO 18-12-105.3(1)(c), COLORADO REVISED STATUTES, ALL
FIREARMS ARE CURRENTLY PROHIBITED WITHIN THIS BUILDING.**

Discussion Points

1. Does the Board of Trustees want to permit the carry of firearms in Municipal Buildings?
 - The Leeper Center
 - Municipal Services Building
2. If the board wants to permit the carrying of firearms, are there limits to who or how?
 - Employees, elected officials, or everyone?
 - Concealed carry with permit or open carry?
3. In addition to elections and court times, are there limits to when that are desirable?
4. Any additional notice we would like to provide?

STAFF RECOMMENDATION

ATTACHMENTS

1. SB24-131 Signed

An Act

SENATE BILL 24-131

BY SENATOR(S) Jaquez Lewis and Kolker, Cutter, Fields, Sullivan, Gonzales;

also REPRESENTATIVE(S) Brown and Lindsay, Froelich, Amabile, Bacon, Boesenecker, Daugherty, deGruy Kennedy, Garcia, Hamrick, Hernandez, Herod, Jodeh, Joseph, Kipp, Lindstedt, Marvin, McCormick, Parenti, Ricks, Rutinel, Sirota, Story, Valdez, Weissman, Willford, Woodrow.

CONCERNING PROHIBITING CARRYING A FIREARM IN SENSITIVE SPACES
RECOGNIZED BY THE UNITED STATES SUPREME COURT AS PLACES AT
WHICH LONGSTANDING LAWS PROHIBITED CARRYING FIREARMS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) The second amendment to the United States constitution protects the right of persons to keep and bear arms, and the supreme court of the United States has held that states may, consistent with the second amendment, regulate carrying firearms in sensitive places;

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(b) Colorado currently regulates carrying firearms in specified sensitive places, including certain government buildings, schools, and public transportation facilities;

(c) The sensitive spaces described in this act are places where children and other members of the public congregate; and

(d) The sensitive spaces described in this act are sensitive places at which the state can regulate carrying firearms consistent with the second amendment.

SECTION 2. In Colorado Revised Statutes, **add** 18-12-105.3 as follows:

18-12-105.3. Unlawful carrying of a firearm in government buildings - penalty - definitions. (1) A PERSON SHALL NOT KNOWINGLY CARRY A FIREARM, WHETHER LOADED OR NOT LOADED, IN ANY OF THE FOLLOWING LOCATIONS, INCLUDING THEIR ADJACENT PARKING AREAS:

(a) ON THE PROPERTY OF OR WITHIN ANY BUILDING IN WHICH:

(I) THE CHAMBERS, GALLERIES, OR OFFICES OF THE GENERAL ASSEMBLY, OR EITHER HOUSE THEREOF, ARE LOCATED;

(II) A LEGISLATIVE HEARING OR MEETING OF THE GENERAL ASSEMBLY IS BEING CONDUCTED; OR

(III) THE OFFICIAL OFFICE OF ANY MEMBER, OFFICER, OR EMPLOYEE OF THE GENERAL ASSEMBLY IS LOCATED;

(b) UNLESS PERMITTED BY A LOCAL GOVERNMENT, AS DESCRIBED IN SUBSECTION (4)(b) OF THIS SECTION, ON THE PROPERTY OR WITHIN ANY BUILDING IN WHICH:

(I) THE CHAMBERS OR GALLERIES OF A LOCAL GOVERNMENT'S GOVERNING BODY ARE LOCATED;

(II) A MEETING OF A LOCAL GOVERNMENT'S GOVERNING BODY IS BEING CONDUCTED; OR

(III) THE OFFICIAL OFFICE OF ANY ELECTED MEMBER OF A LOCAL GOVERNMENT'S GOVERNING BODY OR OF THE CHIEF EXECUTIVE OFFICER OF A LOCAL GOVERNMENT IS LOCATED; OR

(c) A COURTHOUSE OR ANY OTHER BUILDING OR PORTION OF A BUILDING USED FOR COURT PROCEEDINGS.

(2) THIS SECTION DOES NOT APPLY TO:

(a) A PEACE OFFICER CARRYING A FIREARM PURSUANT TO THE AUTHORITY GRANTED IN SECTION 16-2.5-101 (2);

(b) A MEMBER OF THE UNITED STATES ARMED FORCES OR COLORADO NATIONAL GUARD WHEN ENGAGED IN THE LAWFUL DISCHARGE OF THE MEMBER'S OFFICIAL DUTIES;

(c) SECURITY PERSONNEL EMPLOYED OR RETAINED BY AN ENTITY THAT CONTROLS OR OPERATES A PLACE DESCRIBED IN THIS SECTION AND SECURITY PERSONNEL DESCRIBED IN SECTION 24-33.5-216.7 (5) WHILE ENGAGED IN THE SECURITY PERSONNEL'S OFFICIAL DUTIES;

(d) LAW ENFORCEMENT PERSONNEL, DEFENSE COUNSEL PERSONNEL, AND COURT PERSONNEL CARRYING OR POSSESSING A FIREARM IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES AS PART OF THE LAWFUL AND COMMON PRACTICES OF A LEGAL PROCEEDING; AND

(e) A PERSON WHO HOLDS A VALID PERMIT TO CARRY A CONCEALED HANDGUN OR A TEMPORARY EMERGENCY PERMIT ISSUED PURSUANT TO PART 2 OF THIS ARTICLE 12 WHO IS CARRYING A CONCEALED HANDGUN IN THE ADJACENT PARKING AREA OF A LOCATION LISTED IN SUBSECTION (1) OF THIS SECTION.

(2.3) (a) ON AND BEFORE JANUARY 4, 2025, SUBSECTION (1)(a) OF THIS SECTION DOES NOT APPLY TO A MEMBER OF THE GENERAL ASSEMBLY.

(b) THIS SUBSECTION (2.3) IS REPEALED, EFFECTIVE JANUARY 5, 2025.

(3) A PERSON COMMITS UNLAWFUL CARRYING OF A FIREARM IN A GOVERNMENT BUILDING IF THE PERSON VIOLATES SUBSECTION (1) OF THIS

SECTION. UNLAWFUL CARRYING OF A FIREARM IN A GOVERNMENT BUILDING IS A CLASS 1 MISDEMEANOR.

(4) (a) THIS SECTION DOES NOT PROHIBIT A LOCAL GOVERNMENT FROM ENACTING AN ORDINANCE, REGULATION, OR OTHER LAW PURSUANT TO SECTION 18-12-214 OR 29-11.7-104 THAT PROHIBITS A PERSON FROM CARRYING A FIREARM IN A SPECIFIED PLACE.

(b) A LOCAL GOVERNMENT MAY ENACT AN ORDINANCE, REGULATION, OR OTHER LAW THAT PERMITS A PERSON TO CARRY A FIREARM AT PLACE DESCRIBED IN SUBSECTION (1)(b) OF THIS SECTION.

(5) NOTHING IN THIS SECTION PROHIBITS A PERSON FROM SECURELY STORING A FIREARM IN A VEHICLE, AS REQUIRED BY STATE LAW, THAT IS AT A LOCATION DESCRIBED IN THIS SECTION.

(6) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "GOVERNING BODY" HAS THE SAME MEANING SET FORTH IN SECTION 29-1-102.

(b) "LOCAL GOVERNMENT" MEANS ANY CITY, COUNTY, CITY AND COUNTY, SPECIAL DISTRICT, OR OTHER POLITICAL SUBDIVISION OF THIS STATE, OR ANY DEPARTMENT, AGENCY, OR INSTRUMENTALITY THEREOF.

SECTION 3. In Colorado Revised Statutes, 18-12-105.5, **amend** (1)(a), (1)(b)(II), (3) introductory portion, (3)(d.5), and (3)(h); **repeal** (3)(d); and **add** (1)(a.5), (3)(i), (3)(j), and (4) as follows:

18-12-105.5. Unlawfully carrying a weapon - unlawful possession of weapons - school, college, or university grounds - definition. (1) (a) A person shall not knowingly and unlawfully and without legal authority carry, bring, or have in the person's possession a deadly weapon as defined in section 18-1-901 (3)(e) THAT IS NOT A FIREARM in or on the real estate and all improvements erected thereon of any public or private elementary, middle, junior high, high, or vocational school or any public or private college, university, or seminary; except for the purpose of presenting an authorized public demonstration or exhibition pursuant to instruction in conjunction with an organized school or class, for the purpose

of carrying out the necessary duties and functions of an employee of an educational institution that require the use of a deadly weapon THAT IS NOT A FIREARM, or for the purpose of participation in an authorized extracurricular activity or on an athletic team.

(a.5) A PERSON SHALL NOT KNOWINGLY CARRY A FIREARM, EITHER OPENLY OR CONCEALED, IN OR ON THE REAL ESTATE AND ALL IMPROVEMENTS ERECTED THEREON OF ANY LICENSED CHILD CARE CENTER; PUBLIC OR PRIVATE ELEMENTARY, MIDDLE, JUNIOR HIGH, HIGH, OR VOCATIONAL SCHOOL; OR ANY PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; EXCEPT FOR THE PURPOSE OF PRESENTING AN AUTHORIZED PUBLIC DEMONSTRATION OR EXHIBITION PURSUANT TO INSTRUCTION IN CONJUNCTION WITH AN ORGANIZED SCHOOL OR CLASS, FOR THE PURPOSE OF CARRYING OUT THE NECESSARY DUTIES AND FUNCTIONS OF AN EMPLOYEE OF AN EDUCATIONAL INSTITUTION THAT REQUIRE THE USE OF A FIREARM, OR FOR THE PURPOSE OF PARTICIPATION IN AN AUTHORIZED EXTRACURRICULAR ACTIVITY OR ON AN ATHLETIC TEAM.

(b) (II) A person who violates ~~subsection (1)(a)~~ SUBSECTION (1)(a.5) of this section commits a ~~class 5 felony if the weapon involved is a firearm, as defined in section 18-1-901~~ CLASS 1 MISDEMEANOR.

(3) It ~~shall not be~~ IS NOT an offense under this section if:

(d) ~~The person, at the time of carrying a concealed weapon, held a valid written permit to carry a concealed weapon issued pursuant to section 18-12-105.1, as said section existed prior to its repeal; except that it shall be an offense under this section if the person was carrying a concealed handgun in violation of the provisions of section 18-12-214 (3); or~~

(d.5) The weapon involved was a handgun, and the person held a valid permit to carry a concealed handgun or a temporary emergency permit issued pursuant to part 2 of this article, ~~except that it shall be an offense under this section if the person was carrying a concealed handgun in violation of the provisions of ARTICLE 12, AND THE PERSON IS CARRYING THE CONCEALED HANDGUN:~~

(I) ON THE REAL PROPERTY, OR INTO ANY IMPROVEMENTS ERECTED THEREON, OF A PUBLIC ELEMENTARY, MIDDLE, JUNIOR HIGH, OR HIGH SCHOOL IN ACCORDANCE WITH THE AUTHORITY GRANTED PURSUANT TO

section 18-12-214 (3); or

(II) IN A PARKING AREA OF A LICENSED CHILD CARE CENTER OR A PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; OR

(h) The person has possession of the weapon for use in an educational program approved by a school, which program includes, but ~~shall not be~~ IS NOT limited to, any course designed for the repair or maintenance of weapons; OR

(i) THE WEAPON INVOLVED IS A FIREARM; THE PERSON CARRYING THE FIREARM IS EMPLOYED OR RETAINED AS SECURITY PERSONNEL BY A LICENSED CHILD CARE CENTER OR A PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; AND THE PERSON IS CARRYING THE FIREARM WHILE ENGAGED IN THE PERSON'S OFFICIAL DUTIES AS SECURITY PERSONNEL; OR

(j) A LICENSED CHILD CARE CENTER IS ON THE SAME REAL ESTATE AS ANOTHER BUILDING OR IMPROVEMENT THAT IS NOT A SCHOOL AND THAT IS OPEN TO THE PUBLIC AND THE PERSON IS CARRYING A FIREARM ON AN AREA OF REAL ESTATE OR ANY IMPROVEMENT THEREON THAT IS NOT DESIGNATED AS A LICENSED CHILD CARE CENTER.

(4) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES, "LICENSED CHILD CARE CENTER" MEANS A CHILD CARE CENTER, AS DEFINED IN SECTION 26.5-5-303 (3), THAT IS LICENSED BY THE DEPARTMENT OF EARLY CHILDHOOD OR IS EXEMPT FROM LICENSING PURSUANT TO SECTION 26.5-5-304 (1)(b), AND THAT OPERATES WITH STATED EDUCATIONAL PURPOSES. "LICENSED CHILD CARE CENTER" DOES NOT INCLUDE A FAMILY CHILD CARE HOME, AS DEFINED IN SECTION 26.5-5-303 (7).

SECTION 4. In Colorado Revised Statutes, 1-13-724, **amend** (1)(a)(III), (1)(b)(I), (3)(a), (3)(b), and (3)(c) as follows:

1-13-724. Unlawfully carrying a firearm at a polling location or drop box - exception - legislative declaration. (1) (a) The general assembly finds and declares that:

(III) ~~Openly-carried~~ Firearms in or near a polling location or drop

box may intimidate, threaten, or coerce voters, affecting Coloradans' exercise of their voting rights; and

(b) The general assembly further declares that:

(I) Regulating ~~openly carried~~ firearms at polling locations and drop boxes is substantially related to the general assembly's interest in ensuring all Colorado voters have the right to vote in an environment that is safe FROM GUN VIOLENCE and free from intimidation;

(3) (a) It is unlawful for any person to ~~openly~~ carry a firearm, as defined in section 18-1-901 (3)(h), within any polling location, or within one hundred feet of a drop box or any building in which a polling location is located, as publicly posted by the designated election official, on the day of any election or during the time when voting is permitted for any election. The designated election official responsible for any central count facility, polling location, or drop box involved in that election cycle shall visibly place a sign notifying persons of the one-hundred-foot no ~~open~~ carry zone for firearms required pursuant to this section.

(b) It is unlawful for any person to ~~openly~~ carry a firearm, as defined in section 18-1-901 (3)(h), within a central count facility, or within one hundred feet of any building in which a central count facility is located, during any ongoing election administration activity related to an active election conducted by the designated election official, as publicly posted by the designated election official.

(c) This ~~subsection (1)~~ SUBSECTION (3) does not apply to:

(I) A person who ~~openly~~ carries a firearm that the person owns on the person's private property that is within the one-hundred-foot buffer zone or while traveling directly between the person's private property and a place outside the one-hundred-foot buffer zone; ~~or~~

(II) A uniformed security guard employed by a contract security agency, as defined in section 24-33.5-415.4, acting within the scope of the authority granted by and in the performance of a contractual agreement for the provision of security services with a person or entity that owns or controls the facility, building, or location subject to this section; OR

(III) SECURITY PERSONNEL DESCRIBED IN SECTION 24-33.5-216.7(5) WHILE ENGAGED IN THE SECURITY PERSONNEL'S OFFICIAL DUTIES.

SECTION 5. In Colorado Revised Statutes, 18-12-105, **amend** (1) introductory portion, (1)(c), and (2) introductory portion; and **add** (2)(b.5) as follows:

18-12-105. Unlawfully carrying a concealed weapon - unlawful possession of weapons. (1) A person commits a class 1 misdemeanor if ~~such~~ THE person knowingly and unlawfully:

(c) Without legal authority, carries, brings, or has in ~~such~~ THE person's possession ~~a firearm or~~ any explosive, incendiary, or other dangerous device on the property of or within any building in which the chambers, galleries, or offices of the general assembly, or either house thereof, are located, or in which a legislative hearing or meeting is being or is to be conducted, or in which the official office of any member, officer, or employee of the general assembly is located.

(2) It ~~shall not be~~ IS NOT an offense PURSUANT TO THIS SECTION if the defendant was:

(b.5) CARRYING A CONCEALED FIREARM AT A SPECIFIC LOCATION IN VIOLATION OF SECTION 1-13-724, 18-12-105.3, OR 18-12-105.5; OR

SECTION 6. In Colorado Revised Statutes, 18-12-214, **amend** (3.5) as follows:

18-12-214. Authority granted by permit - carrying restrictions - local authority. (3.5) A permit issued pursuant to this part 2 does not authorize a person to carry a concealed handgun:

(a) Onto the real property, or into any improvements erected thereon, of a LICENSED CHILD CARE CENTER, AS DEFINED IN SECTION 18-12-105.5, OR A public OR PRIVATE college, or university, ~~if the carrying of concealed handguns is prohibited by the governing board of the college or university~~ OR SEMINARY IN VIOLATION OF SECTION 18-12-105.5;

(b) IN A GOVERNMENT BUILDING IN VIOLATION OF SECTION 18-12-105.3; OR

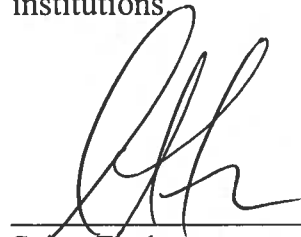
(c) AT A POLLING LOCATION, DROP BOX, OR CENTRAL COUNT FACILITY, IN VIOLATION OF SECTION 1-13-724.

SECTION 7. Effective date - applicability. This act takes effect July 1, 2024, and applies to offenses committed on or after said date.

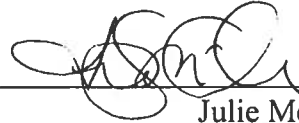
SECTION 8. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for

July 18, 2024
Work Session Packet

the support and maintenance of the departments of the state and state institutions



Steve Fenberg
PRESIDENT OF
THE SENATE



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

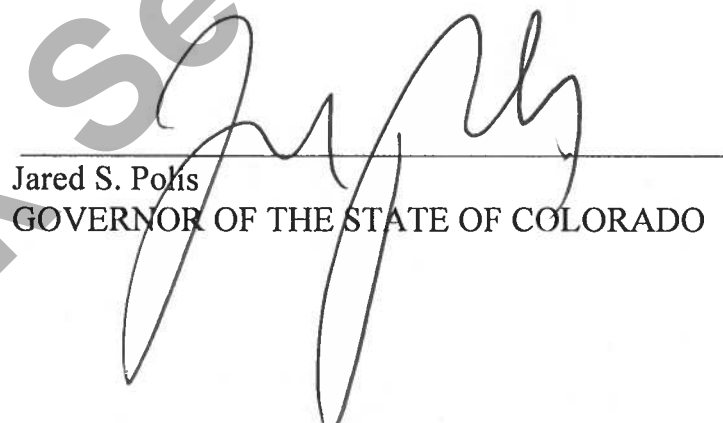


Cindi L. Markwell
SECRETARY OF
THE SENATE



Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Friday May 31st 2024 at 12:15 pm
(Date and Time)



Jared S. Polis

GOVERNOR OF THE STATE OF COLORADO

Board of Trustees Meeting

Date: July 9, 2024

Subject: Resolution No. 36-2024: A Resolution of the Town of Wellington Considering a Contract Award for Programmable Logic Controller Upgrades

- **Presentation:** Nathan Ewert, Engineer III; Meagan Smith, Deputy Director of Public Works

EXECUTIVE SUMMARY

A contract for services to upgrade four Programmable Logic Controllers (PLCs) is presented to the Board of Trustees for award. The contract with Prime Controls L.P. includes four new PLCs and required services and programming to replace the PLCs currently located at the Conventional Water Treatment Plant, Source Water Pump Station, and Nanofiltration Facility.

BACKGROUND / DISCUSSION

The Town of Wellington Water Treatment Plant (WTP) has four Programmable Logic Controllers (PLCs) that are beyond their useful life and no longer serviceable. The PLCs being replaced include one at the Nanofiltration Facility, one at the Source Water Pump Station and the two primary PLCs at the Conventional Treatment Plant handling plant operations and finished water operations.

PLCs are essential components of a water treatment system, allowing for automation, monitoring, and control of the WTP facilities. Each PLC includes programming to automate complex processes and provide critical monitoring and control capabilities through integration with the supervisory control and data acquisition (SCADA) system. Similar to other computer hardware, as PLCs age, processing speeds slow and the physical hardware of the computers begin to fail. The four PLCs being replaced as part of this project have reached the end of their serviceable life with replacement parts no longer readily available.

The current expansion project does not include upgrades to the existing PLCs. At the time of plant design beginning in 2020, Operations Staff was satisfied with the performance of the PLCs. In the two years since completion of design, multiple failures across the PLCs have required emergency call-outs and patchwork repairs by the Town's instrumentation and controls integrator. These multiple emergency repairs and the growing concern with procuring replacement parts have elevated the priority for this project in the Water Fund.

This project is included in the approved 2024 Budget as Capital Improvement Project 211-80-5042 - Programmable Logic Controllers (PLC) Upgrades, with a project budget of \$105,000. The final project bid came in at \$125,531. To close the gap between the original project appropriation and the final project bid, Staff has proposed deferring the Pre-Treatment Facility Site Improvement capital project (211-80-5032, budget \$65,000) to 2025 and reallocating \$33,000 to the PLC Upgrades project (Resolution No. 34-2024). This reallocation resulted in a final PLC Upgrades project budget of \$138,000, allowing for a 10% project contingency.

Prime Controls L.P. is the current preferred integrator (programmer) for the Town WTP Expansion Project. Since selection for the expansion project, Town staff has relied on Prime Controls for additional integration



tasks at the Conventional Treatment Plant and at the remote facilities. Due to the nature of the programming work involved, it is important for continuity to utilize the same integrator throughout the WTP facilities. For this reason, the project was only bid by Prime Controls and no other cost estimates were solicited.

CONNECTION WITH ADOPTED MASTER PLANS

FISCAL IMPLICATIONS

Funding for this project is allocated in the approved 2024 Town of Wellington Fiscal Budget, including a capital project fund reallocation via Resolution No. 34-2024.

- Programmable Logic Controllers (PLC) Upgrades - \$138,000.00

STAFF RECOMMENDATION

Staff recommends approval of the contract with Prime Controls L.P. in the amount of \$125,531.00.

Proposed Motion: Move to approve the execution of the contract with Prime Controls L.P., for the amount of \$125,531.00.

ATTACHMENTS

1. Draft Contract for Wellington PLC Upgrade
2. Two existing PLCs



TOWN OF WELLINGTON
8225 3RD STREET
WELLINGTON, CO 80549
PUBLIC WORKS (970) 568-0447
TOWN HALL (970) 568-3381

PROGRAMMABLE LOGIC CONTROLLER (PLC) UPGRADES

CONTRACTOR CONTRACT FOR SERVICES, GL No. 211-80-5042

Parties: The parties to this Contract are the Town of Wellington, 8225 3rd Street, Wellington, Colorado 80549 (Town) and Prime Controls, L.P., 1725 Lakepointe Drive, Lewisville, TX 75057 (Contractor).

Purpose of Contract: The purpose of this Contract is for the Town of Wellington to retain the services of the Contractor 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 January 31, 2025. All services shall be completed during this term.

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

Responsibilities of the Contractor:

Scope of Services: The Contractor 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 Contractor under this Contract will be the care and skill ordinarily used by members of the Contractor's profession providing similar services for projects of similar size, location, scope, and complexity to this project.

Safety: The Contractor shall adhere to the Town's safety policy and all industry standard safety needs, including, but not limited to, minimum Personal Protective Equipment (PPE), fall protection, respiratory protection, confined space classification and testing equipment, lock-out and tag-out procedures, hazard communication, emergency action plans, Activity Hazard Analyses, etc. as ordinarily used by members of the Contractor's profession providing similar services for projects of similar size, location, scope, and complexity to this project.

Personnel: All services required hereunder will be performed by the Contractor 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 Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. The Contractor shall be responsible and responsive to the Town in its requests and requirements related to the scope of this Contract. The Contractor 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 Contractor 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 Contractor 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 Contractor shall be responsible for the actions of the subcontractors.

(ii) Billing for Subcontracts: Billings for subcontractor services shall not include any mark up. The subcontract costs will be billed to the Town at the actual costs as billed to the Contractor. Subcontract costs shall be documented by attaching subcontractor billings to the Contractor's billing submittals.

Responsibilities of the Town:

Data to be Furnished: All existing information, data, drawings, manuals, 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 Contractor without charge, and the Town shall cooperate with the Contractor in the carrying out of the project.

Report Reviews and Criteria: The Town shall examine all submittals, sketches, drawings, opinions of costs, studies, reports, and other documents presented by the Contractor 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 Contractor 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 any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor 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 Contractor which are pertinent to this Contract. This paragraph shall only extend to work performed on a unit price, fee adjustment, cost plus, or time and material basis, and then only to verify costs.

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor to complete additional phases beyond the scope of services included in this Contract.

Disbarment: The Contractor 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 Contractor cannot certify this statement, a written explanation for review by the Town shall be provided.

Entirety of Contract: This Contract, consisting of twelve (12) pages inclusive of Attachment 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 Contractor 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 Contractor agrees to indemnify, save harmless, and release the Town of Wellington and all of its officers, agents, volunteers, and employees from and against any and all loss, damage, injury, liability, suits, and proceedings arising out of the performance of this contract to the extent caused by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

Independent Contractor: The Contractor 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 Contractor 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 Contractor. Nothing in this Contract shall be interpreted as authorizing the Contractor 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 Contractor 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 Contractor or the Contractor's agents or employees because of this Contract.

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

(i) **Automobile Liability Insurance:** The Contractor 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 Contractor 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 Contractor shall maintain professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor'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 Contractor 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 Contractor'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 Contractor 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 shall be primary over any insurance or self-insurance program carried by the Contractor or the Town. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the Town, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Contractor 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 Contractor, such insurance in the name of the Contractor, 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 Contractor 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 Contractor's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Contractor arising out of the performance or breach of this Contract shall not exceed the compensation paid to the Contractor under this Contract. Notwithstanding any other provision of this Contract, the Contractor 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 Contractor, its employees, or subcontractors.

Notice of Sale or Transfer: The Contractor shall provide the Town with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. 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 Contractor'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 equipment, instruments, documents, data compilations, reports, computer programs, photographs, drawings, data, and other work provided, produced, procured or installed ("Work Product") by the Contractor in the performance of this Contract. Upon termination of services for any reason and payment to Contractor, the Contractor agrees to return all such original and derivative information and documents to the Town in a useable format.

Patent or Copyright Protection: The Contractor 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 Contractor or its subcontractors will violate any such restriction. The Contractor 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 Contractor 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.

Prohibition Against Employing Illegal Aliens: This paragraph shall apply to all Contractors whose performance of work under this Contract does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor represents and agrees that:

(i) As of the date of this Contract:

(a) Contractor does not knowingly employ or contract with an illegal alien; and

(b) Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United

States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.

(ii) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.

(iii) Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

(iv) Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(v) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(a) Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(vi) Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

(vii) If Contractor violates a provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

(viii) The Town will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the Town terminates the Contract for such breach.

Project Requirements:

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

Site Safety: The Consultant shall comply with the Town's safety policy and provide minimum Personal Protective Equipment (PPE) to all its project team members,

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

Waiver of Damages: Neither Party shall be liable to the other for any indirect, special, punitive, exemplary or consequential damages including, but not limited to, damages for lost production, lost revenue, lost product, lost profits, or lost business or business interruptions, from any cause whatsoever.

Standard of Performance: The quality of Contractor's services shall be judged solely as to whether Contractor performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.

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BLANK.**

Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board of Trustees, The Town agrees to pay the Contractor an amount equal to the price shown below for the services described in Attachment A and incorporated by reference as part of this Contract. Payment shall be made directly to the Contractor. Total payment under this Contract shall not exceed one hundred twenty-five thousand five hundred thirty-one dollars (\$125,531.00).

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

<u>Bid Items</u>	<u>Estimated Cost</u>
Bid Item 1 Main PLC – Allen Bradley SLC Replacement	\$ 36,502.00
Bid Item 2 NANO PLC – Allen Bradley SLC Replacement.....	\$ 40,499.00
Bid Item 3 RWPS PLC – Allen Bradley Micrologix Replacement	\$ 24,265.00
Bid Item 4 Finished Water PLC – Allen Bradley Micrologix Replacement	\$ 24,265.00
Total Project Cost	\$ 125,531.00

Pay Applications: Pay applications 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 pay application and shall be made on forms approved by the Town. Each pay application must include justification of the cost items contained in the application. Pay applications shall be transmitted electronically to the Town’s project manager: Nathan Ewert, ewertna@wellingtoncolorado.gov.

Payment Procedures: Subject to annual appropriation by the Town Board of Trustees, the Town shall pay the Contractor upon receipt of billing statements as the services are performed for the bid items outlined in Attachment 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 Contractor 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 Contractor 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.)

PRIME CONTROLS, L.P.

Signature

Date

Printed Name

Title

Primary Contact Printed Name

Contact Info. (email, phone, etc.)

Scope of Services:

The Town accepts the scope of services and fees as defined within the Consultant's proposal attached to this Contract with the exception and further stipulation of the following terms:

1. None.



Figure 1. Programmable Logic Controller – Nanofiltration Facility



Figure 2. Programmable Logic Controller - Main Plant Facility

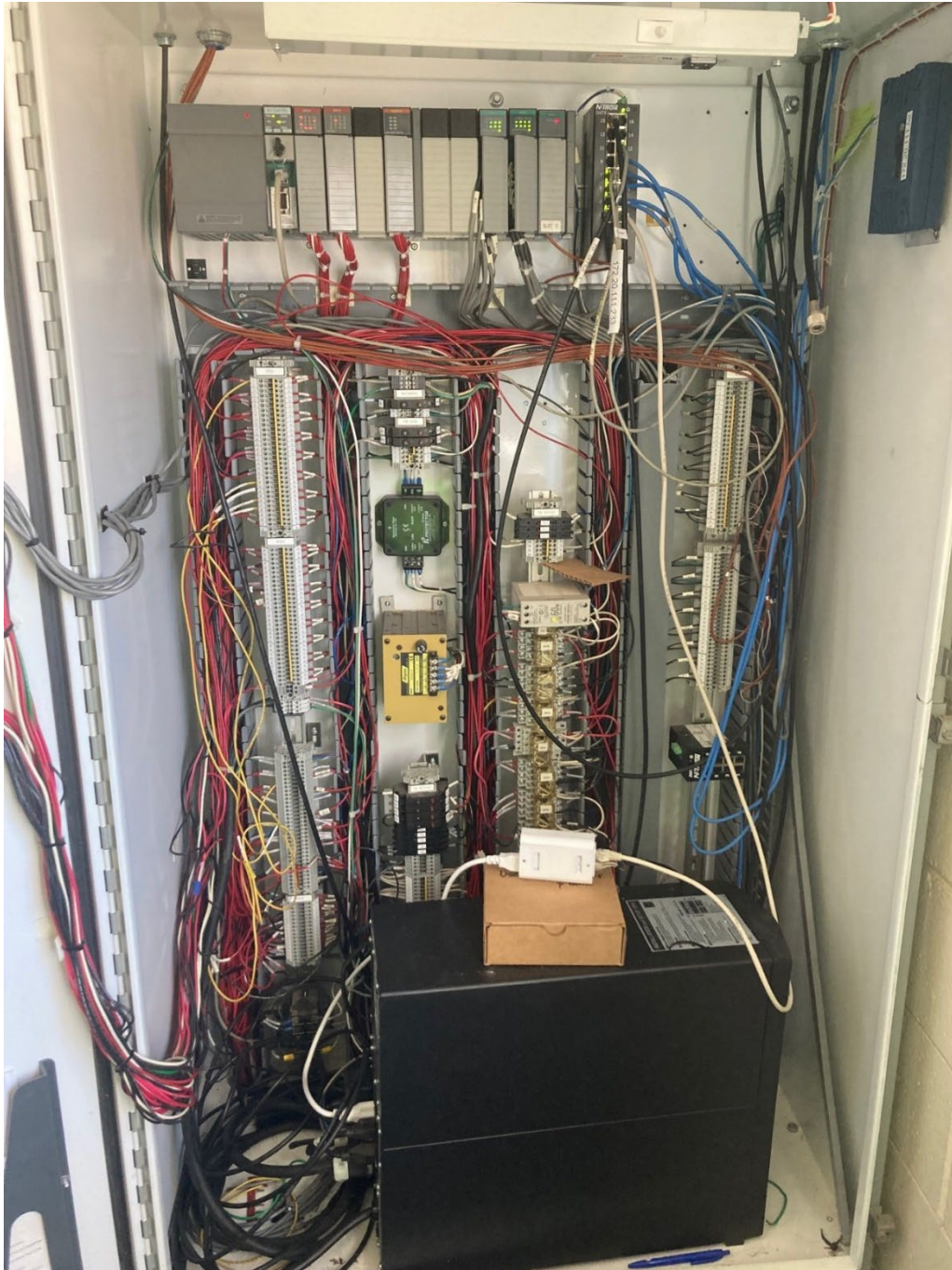


Figure 3. Programmable Logic Controller - Main Plant Facility

Board of Trustees Meeting

Date: July 9, 2024

Subject: Board Discretionary Fund Request: Accessible Community Event

- **Presentation: Kelly Houghteling, Deputy Town Administrator**

BACKGROUND / DISCUSSION

Karen Eifert reached out to Town Staff with a proposal to collaboratively plan an event aimed at fostering positive interactions between members of the public with disabilities, their families, and our local law enforcement and fire department personnel.

The primary goal of this event is to break down barriers and build relationships in a relaxed and friendly environment. She envisions an outdoor event at Wellington Community Park, organized with the assistance of Wellington Parks & Recreation, featuring games, food, and various other activities.

While the event is still in the planning stages, there is a request to use \$500 from the board discretionary fund to provide food for attendees. This event is tentatively scheduled for Saturday, September 7 in the afternoon.

The remaining budget in the Board Discretionary Fund is \$19,852. The request for this event is for an amount not to exceed \$500 for food.

STAFF RECOMMENDATION

Staff is seeking feedback and guidance from the Board of Trustees.

ATTACHMENTS

None

Board of Trustees Meeting

Date: July 9, 2024
Subject: Quarterly CORA Report (April - June 2024)

BACKGROUND / DISCUSSION

This is a report for CORA request and activity from April to June of 2024.

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. CORA Report Apr-Jun 2024

Date	Requestor	Description of Request	Outcome	STAFF DEPT	Staff Minutes Spent	Charges	Date Closed	Pending Closure
4/3/2024	Christine Gaiter	Scanned images of ballots by batch number	Request denied - 24-72-205.5	Clerk	30	\$0	4/3/2024	
4/3/2024	Christine Gaiter	Poll book and supplemental ballot list	Documents release progressively on Town's website	Clerk	30	\$0	4/3/2024	
4/3/2024	Christine Gaiter	unredacted supplemental voter list	Questions clarified and reponse issued	Clerk	15	\$0	4/5/2024	
4/8/2024	Christine Gaiter	COO for 3811 Garfield Ave	Documents provided	Clerk/P&B	15	\$0	4/9/2024	
4/8/2024	Christine Gaiter	Recall petition with signatures	Questions clarified and response issued with records	Clerk	30	\$0	4/10/2024	
4/13/2024	Shirrell Tietz	Any reported details regarding The Area Chamber of Commerce or League of Women's Voters filings related to their forums for Wellington's 2024 Election	No responsive records	Clerk	30	\$0	4/14/2024	
4/15/2024	Dawn Peacock	Names of the Poll Watchers for both the main Election and the Recount.	Response provided	Clerk	15	\$0	7/3/2024	
4/15/2024	Christine Gaiter	Provide the election data that was used to calculate the number of signatures needed for the Tietz petition	Response provided	Clerk	15	\$0	4/15/2024	
4/16/2024	Christine Gaiter	Most up to date poll book for 2024 election	Information posted on Town's website	Clerk	15	\$0	4/19/2024	
4/16/2024	Christine Gaiter	2024 election results document with signature(s). Was called Canvass of Election Returns in 2022.	Information posted on Town's website 4/16/2024	Clerk	15	\$0	4/18/2024	
4/18/2024	Cheryl Thompson	Any building permits and certificates of completion for property located at 4226 Alder Creek Lane, Wellington. Assessors Parcel # 8803209015	Records provided	Clerk/P&B	30	\$0	4/18/2024	
4/23/2024	Meghan Youngbar	Most recent survey and approved site plan of property at 7670 5th St. Wellington, CO 80549, including square footage of building and minimum parking counts for existing uses of this location.	Records provided	Clerk/P&B	30	\$0	4/23/2024	
4/24/2024	Scott Bailey	Notice of Condemnation Report and/or any other information you may have regarding the condemnation of the brick building located at 8141 1st Street	Records provided	Clerk/P&B	30	\$0	4/23/2024	
4/24/2024	Shirrell Tietz	All email conversations sent directly from Board of Trustee members Dailey, Mason, McDonald, and Mayor Chaussee to town staff starting May 1st 2023 to April 24th 2024 excluding Patti Garcia.	Records provided	Clerk/Admin	60	\$0	4/30/2024	
4/28/2024	Makayla Skretteberg	All records on 7557 Back Stretch Dr. Including the deed to the house etc. Its info needed for lawyers as its in the middle of a divorce.	Records provided	Clerk/Admin/P&B	30	\$0	4/30/2024	
4/30/2024	Cheryl Thompson	Any Building Permits or Certificates of Completion for the property located at 4101 Crittenton Lane #201, Wellington. Parcel # 8803335201.	Records provided	Clerk/Admin/P&B	30	\$0	5/1/2024	
4/30/2024	Taylor Johnson	A list of all residential addresses (SFD) that were issued building permits for roofing jobs between 01/01/2023 and 04/30/2024 within Wellington. Please transmit data in XLS format via email. Thank you!!	Response provided	Clerk/Admin/P&B	30	\$0	5/1/2024	

4/30/2024	Justin Schwendeman-Curtis	Requesting email records from Trustee Tietz with the following individuals during the specified dates: Trustee Rebekka Dailey between January 1, 2024 and April 30, 2024 Former town Staff Member Kallie Cooper (all email communications) Town Staff Member Caitlin Morris (all email communications)	1st hour of research completed, no further response received to continue research	Clerk	60	\$0	5/6/2024	
5/2/2024	Jamie Boyer	My neighbor at 4070 Sveta Ln Unit 3 had to complete meth mitigation. My husband and I are selling our townhouse at 4070 Sveta Lane Unit 2. We are attached to the unit in question. For our realtor and records, we need documentation that the mitigation was done in accordance with the state. An emailed document that could be forwarded to my real estate agent would be appreciated.	Records provided	Clerk/P&B	30	\$0	5/2/2024	
5/7/2024	Cleave Berdzar	I am completing a Phase I Environmental Assessment for the 8141 1st Street property in Wellington. Do you have any Certificates of Occupancy or permits for any underground storage tanks on file for the property?	No responsive records	Clerk/Admin/P&B	30	\$0	5/8/2024	
5/7/2024	Shirrell Tietz	Any records of a resident or Trustee directly requesting Trustees or town staff to ban books from our library.	Response provided	Clerk/Admin/Legal	60	\$0	5/10/2024	
5/10/2024	Molly Huey	Permits for address 11664 N CR 7 Wellington, CO 80549	No responsive records	Clerk/P&B	30	\$0	5/10/2024	
5/20/2024	Ellen Mattingly	Complete history of ALL building permits requested and obtained for 13724 Folkestone Cir	No responsive records	Clerk/P&B	30	\$0	5/21/2024	
5/23/2024	Cheryl Thompson	3493 Whitetail Circle, Wellington Parcel # 8933321057 Any building permits issued including any certificates of completion.	Records provided	Clerk/P&B	30	\$0	5/23/2024	
5/23/2024	Cheryl Thompson	3433 Polk Circle West, Wellington Parcel # 8804209015 Any building permits issued including any certificates of completion.	Records provided	Clerk/P&B	30	\$0	5/23/2024	
5/24/2024	Christine Gaiter	Right of way Agreement for 8132 4th St	Response provided	Clerk/PW	60	\$0	5/29/2024	
5/24/2025	Christine Gaiter	Permit and drawing for 8132 4th St fence	Records provided	Clerk/P&B	30	\$0	5/28/2024	
5/31/2024	Cheryl Thompson	Any building permits and/or certificates of completion for property located at 7907 5th Street, Wellington. Parcel # 8933466009	Records provided	Clerk/P&B	30	\$0	6/3/2024	
6/3/2024	Nathan Epperson	the Certificate of Occupancy for 4588 Ingalls Dr. Wellington CO, 80549 4411 Ingalls Dr. Wellington CO, 80549 4445 Ingalls Dr. Wellington CO, 80549	Records provided	Clerk/P&B	30	\$0	6/4/2024	
6/10/2024	Anna Hobbs	any building permits and certificate of completion for property located at 4128 Hayes Cir. Wellington. Parcel Number: 8934214007	Records provided	Clerk/P&B	30	\$0	6/11/2024	

6/14/2024	Naomi Ngoka	Property information: Wellington Downs, 7591 Little Fox Lane, Wellington, CO 80549. Request: 1. Copies of Certificates of Occupancy issued to the property. 2. Copy of the Approved Site Plan. 3. Copies of variances, or other entitlements granted to the property. 4. Record of open/unresolved building violations on file against the property. 5. Record of open/unresolved zoning violations on file against the property. 6. Record of open/unresolved fire code violations on file against the property.	Records provided	Clerk/P&B	60	\$0	6/19/2024	
6/17/2024	Cheryl Thompson	Any permits and Certificates of Completion for the property located at 7935 5th Street, Wellington. Parcel # 8933466008.	Questions clarified - records provided	Clerk/P&B	60	\$0	6/20/2024	
6/24/2024	Cheryl Thompson	Any Permits, and any Certificates of Completion for Property Located at 4070 Sveta Lane #3, Wellington, CO 80549 Parcel # 8933437003	Records provided	Clerk/P&B	60	\$0	6/26/2024	

Category	Totals
Requests	33
Staff Minutes	1110
Staff Hours	18.5
Average Time/Request (Minutes)	33.63636364
Invoices Issued	0
Charges Obtained	\$0.00

Board of Trustees Meeting

Date: July 9, 2024

Subject: 2nd Quarter 2024 Residential Building Permit and Lot Inventory Report

BACKGROUND / DISCUSSION

This quarterly report on residential building activities is intended to provide an update of the current trends and expected trends within the Town. It also identifies the number of buildable lots remaining within the Town, and future lots that will be available for permits once public infrastructure is installed.

Town staff tracks the number of new residential dwelling permits issued throughout the year. Staff also tracks the number of available buildable lots (buildable lots in this context means zoned residential, platted for development, and public infrastructure is installed and operational). Tracking the number of permits and the number of buildable lots is an indicator of development trends and is used as a resource to guide when and how many new residential building permits the Town is able to issue.

Attached is a report of residential building permits issued through the 2nd Quarter 2024 (January 1, 2024 to June 30, 2024). Also included is a report of new residential dwelling permits issued since 2009. The report also includes projected residential dwelling permits based on expected development trends. The annual total number of residential building permits is used to identify trends and project future permits. An inventory report is included to show available residential lots by subdivision, the number of lots remaining for permits, and the status of zoning, platting and infrastructure availability. Residential lot supply and inventory is depicted graphically to show trends over time.

Also included in this report is a summary of the available platted and buildable lots for commercially zoned properties within the Town. The inventory includes lots that are currently undeveloped (some lots have been approved for commercial site development plans, but may not have been constructed yet - development lots that are currently vacant at the time of this report are included in the inventory).

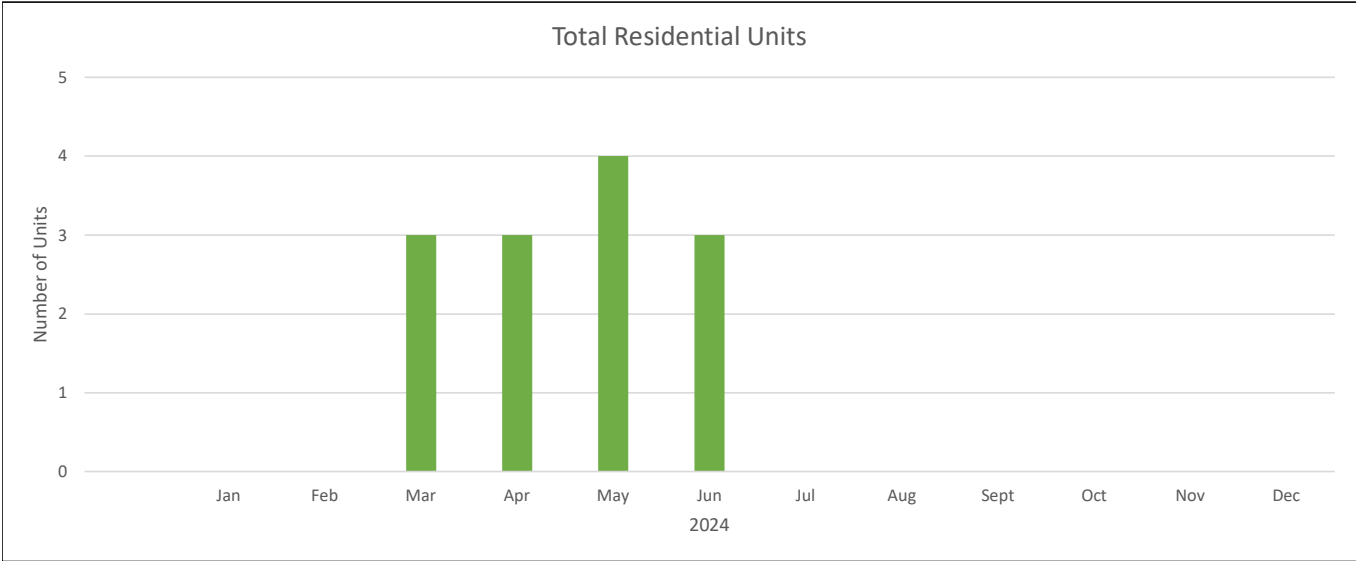
STAFF RECOMMENDATION

Information only - No action required.

ATTACHMENTS

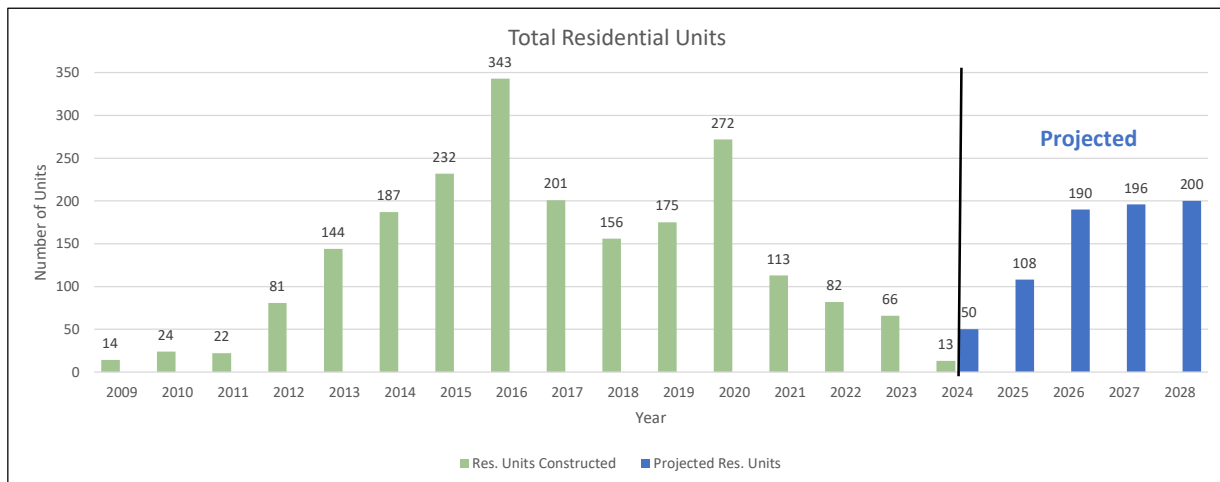
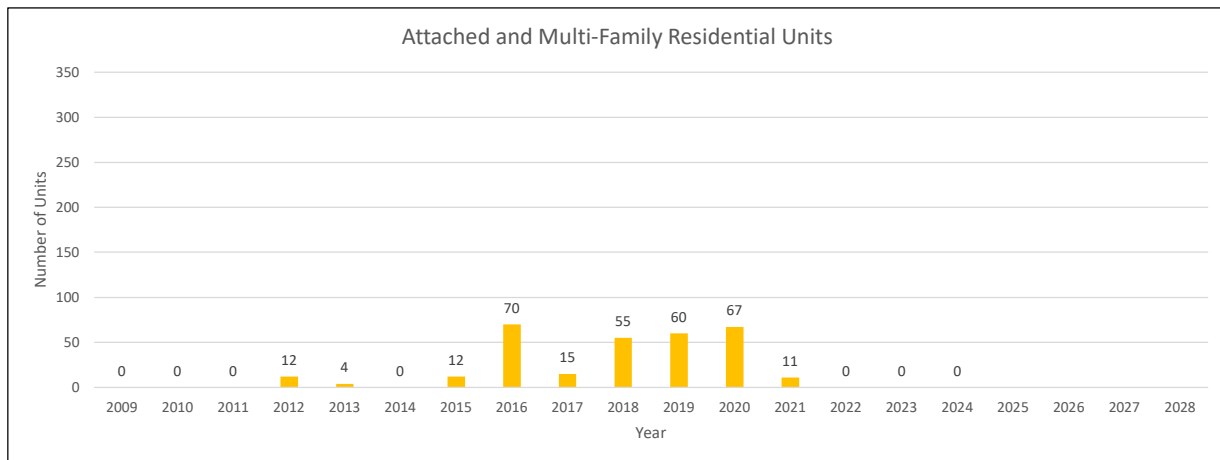
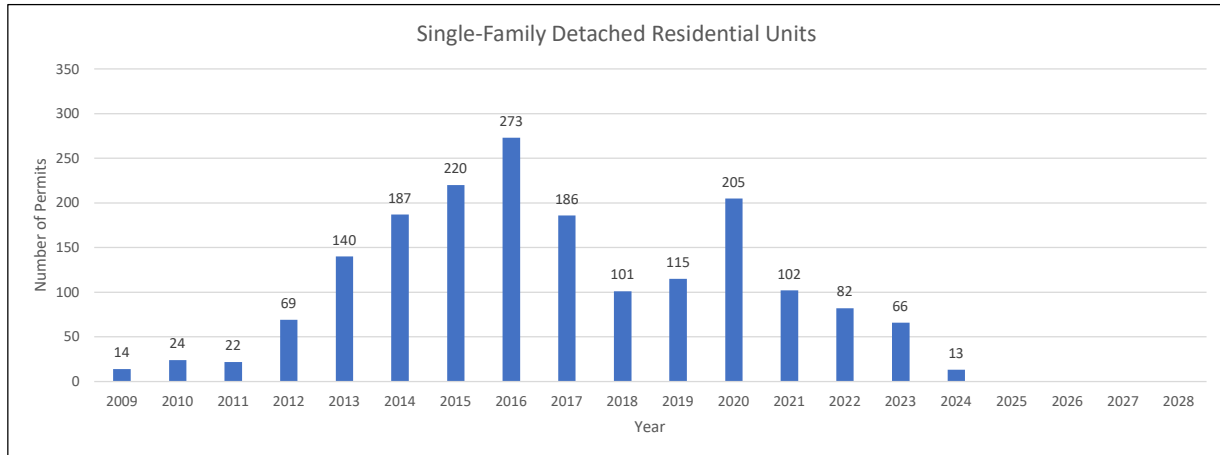
1. 2nd Quarter 2024 Residential Building Permit and Lot Inventory Report

New Residential Permits Issued by Month
2024



2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Single-Family Units	0	0	3	3	4	3	0	0	0	0	0	0	
Attached Units	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL RES. UNITS	0	0	3	3	4	3	0	0	0	0	0	0	
												0	
												Total	13

Residential Dwelling Units - Historic and Projected



	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Single-Family Detached	14	24	22	69	140	187	220	273	186	101	115	205	102	82	66	13					
Attached and Multi-Family	0	0	0	12	4	0	12	70	15	55	60	67	11	0	0	0					
Res. Units Constructed	14	24	22	81	144	187	232	343	201	156	175	272	113	82	66	13					
Projected Res. Units																	50	108	190	196	200

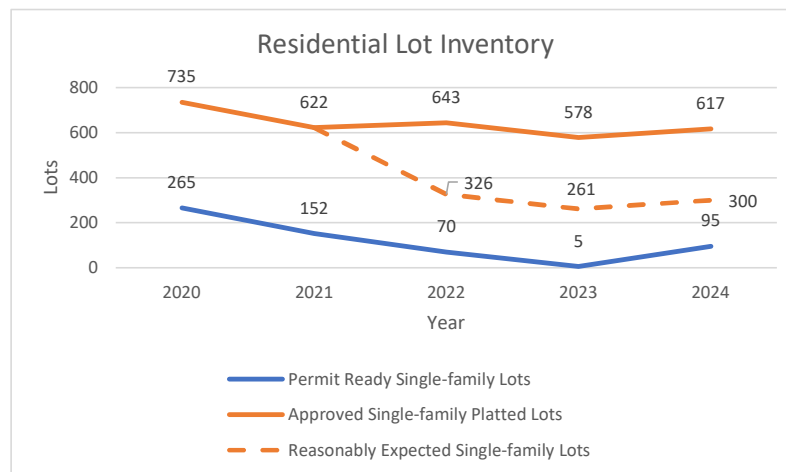
* Attached and Multi-family unit counts manually adjusted to reflect changes in the way permits were entered over time

** Years 2021, 2022 and 2023 - Permits limited due to capacity constraints during construction of water and wastewater treatment plant expansions

Subdivision Name	Remaining Lots/Units	Annexed	Zoned	Platted	Infrastructure
Infill (the Knolls)	2	Yes	Single-family	Yes	Yes
Infill (Fifth St.)	1	Yes	Single-family	Yes	Yes
Infill (Garfield Ave.)	1	Yes	Single-family	Yes	Yes
Columbine Estates	1	Yes	Single-family	Yes	Yes
Sage Meadows 2nd	90	Yes	Single-family	Yes	Yes
Saddleback	205	Yes	Single-family	Yes	No
Sage Farms Phase 1A (estimated)	200	Yes	Multi-family	No	No
Sage Farms Phase 1B (estimated)	200	Yes	Multi-family	No	No
Sage Farms Phase 1C (estimated)	100	Yes	Single-family	No	No
Sundance Phase 1A	60	Yes	Single-family	Yes	No
Sundance Phase 1B	91	Yes	Single-family	Yes	No
Sundance Phase 2	101	Yes	Single-family	Yes	No
Sundance Phase 3	65	Yes	Single-family	Yes	No
Country Lane Acres	41	Yes	Single-family	No	No
Sage Farms (Future Phases)	846	Yes	Mixed densities	No	No

ESTIMATED TOTAL UNITS 2004

Platted Lots	617
Buildable Lots (with infrastructure)	95



Zoning	Acres (total)	Acres (buildable)	Lots (platted)	Lots (buildable)
C-1 - Neighborhood Commercial	6.1	5.5	11	9
C-2 - Downtown Commercial	0.6	0.6	4	4
C-3 - Mixed-Use Commercial	55.3	18.2	24	16
LI - Light Industrial	43.3	43.3	19	19
I - Industrial	59.6	0.0	2	0
PUD - Planned Unit Development	5.0	0.0	2	0

** Buildable indicates lots are platted and have public infrastructure installed and ready for permit.*