BOARD OF TRUSTEES
February 25, 2020
LEEPER CENTER – 3800 WILSON AVE.

Regular Meeting - 6:30 PM

AGENDA

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 - Individuals wishing to participate in Public Comments (non-agenda item) are requested to sign up on the form provided on the podium. When you are recognized, step to the podium, state your name and address then speak to the Town Board of Trustees. Please limit comments to three (3) minutes.

C. CONSENT AGENDA

1. Resolution 5-2020 Appointing Eric Sartor to Planning Commission

2. Board of Trustee Minutes for February 11, 2020

3. Approval to Amend Parks Advisory Board Monthly Meeting Date

D. ACTION ITEMS

1. Ordinance No. 7-2020 — Final Plat of Poudre School District Subdivision

   - Staff presentation: Cody Bird, Planning Director

2. Chamber/Wellington MOU for shared Office Space

   - Staff Presentation: Michelle Vance, Community & Economic Development Director

3. Contract — Flow Monitoring of Collection System

   - Staff Presentation: Dave Myer, Mike Carrano, Bob Gowing

4. Contract — 4th of July Fireworks

   - Staff Presentation: Kelly Houghteling, Deputy Town Administrator

5. Change Order — Cost of Services & Rate Study
    - Staff Presentation:Tyler Sexton, Interim Finance Director

E. OTHER BOARDS

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Town Treasurer
    a. Treasurer's Report
4. Staff Communications
    a. LCSO Report for January
5. Board

G. EXECUTIVE SESSION

H. ADJOURN

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

TOWN OF WELLINGTON

Board of Trustees Meeting

Date: **February 25, 2020**
Submitted By: **Cody Bird, Planning Director**
Subject: **Resolution 5-2020 Appointing Eric Sartor to Planning Commission**

EXECUTIVE SUMMARY

Bonnie Dawdy resigned from the Planning Commission in December 2019, leaving a vacancy for a term expiring in April 2025.

The Board of Trustees may appoint a Commissioner to fill the unexpired term.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Move to adopt a resolution appointing Eric Sartor to the Planning Commission to fill an unexpired term ending in April 2025.

ATTACHMENTS

1. Resolution

TOWN OF WELLINGTON

RESOLUTION NO. 5-2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON MAKING AN APPOINTMENT TO THE WELLINGTON PLANNING COMMISSION TO FILL AN UNEXPIRED TERM ENDING IN APRIL 2025.

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

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

WHEREAS, Section 2-10-30 of the Code provides the Planning Commission shall consist of seven (7) voting members as follows:

(1) Four (4) appointed citizens of the Town who shall be residents of the Town and shall be appointed by the Board of Trustees.
(2) The Mayor.
(3) One (1) Trustee appointed by the Board of Trustees.
(4) One (1) Trustee selected by the Mayor.

WHEREAS, Section 2-10-50(2) of the Code provides that membership terms of members of the Planning Commission shall be six (6) year terms; and

WHEREAS, Bonnie Dawdy resigned from the Planning Commission in December 2019, leaving an unexpired term ending in April 2025; and

WHEREAS, Section 2-10-60 of the Code provides for appointment of replacements to fill a vacancy for the balance of unexpired terms; and

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

WHEREAS, The Planning Commission interviewed candidates at a regular meeting held February 3, 2020 and by motion and vote, recommended appointment of Eric Sartor to fill the unexpired term.

NOW, THEREFORE, BE IT RESOLVED THAT: The Board appoints Eric Sartor to the Planning Commission to fill an unexpired term ending in April 2025**.**

PASSED AND ADOPTED AT A REGULAR MEETING OF THE TOWN BOARD OF THE TOWN OF WELLINGTON, COLORADO, THIS 25th DAY OF February, 2020.

TOWN OF WELLINGTON, COLORADO

____

Troy Hamman, Mayor

ATTEST:

____

Ed Cannon, Town Administrator/Clerk

TOWN OF WELLINGTON

Board of Trustees Meeting

Date: February 25, 2020
Submitted By: Cynthia Sullivan, Deputy Clerk
Subject: Board of Trustee Minutes for February 11, 2020

EXECUTIVE SUMMARY

Board of Trustee Minutes for February 11, 2020.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Board Minutes

BOARD OF TRUSTEES
February 11, 2020
LEEPER CENTER – 3800 WILSON AVE.
Regular Meeting - 6:30 PM
REGULAR MEETING MINUTES

A. CALL TO ORDER

1. Pledge of Allegiance

2. Roll Call

TRUSTEES PRESENT:	JOHN EVANS, TROY HAMMAN, JOHN JEROME, WYATT KNUTSON, DANIEL SATTLER, TIM WHITEHOUSE
TRUSTEES ABSENT:	NONE

PRESIDING: TROY HAMMAN, MAYOR

ALSO PRESENT:
KELLY HOUGHTELING, DEPUTY TOWN MANAGER
CYNTHIA SULLIVAN, DEPUTY CLERK
CODY BIRD, PLANNING DIRECTOR
BOB GOWING, PUBLIC WORKS DIRECTOR
MICHELLE VANCE, ECONOMIC DEVELOPMENT MANAGER
TYLER SEXTON, INTERIM FINANCE DIRECTOR
BRAD MARCH, TOWN ATTORNEY OFFICE

3. Amendments to Agenda

Trustee Sattler asked why the appointment for Planning Commission was not on the agenda.

Mr. Bird said the appointment will be on the February 25th meeting and the appointee would be available for the March Planning Commission meeting.

4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment

Rebekka Kinney, 4492 Emerald Bay, gave the Board of Trustees an update from the Chamber of Commerce Meeting regarding the new school. The main concerns are related to traffic speeds, type of traffic (exp. farm equipment and semi-trucks), volume, pedestrian crossing locations and the interchange at County Road 9 and Highway 1. Based on the traffic study there are no funds allotted for improvements to the interchange. She hoped the town will address these issues prior to the schools opening. Another item from the meeting was community engagement. She did not feel the general public was being informed about what is going on with the construction and future plans at the school.

2. Presentation: Comprehensive Plan Presentation

a.
- Cody Bird, Planning Director
- Logan Simpson Design

Mr. Bird introduced Bruce Meighen from Logan Simpson Design. Mr. Meighen explained what they would be reviewing and updating in the Comprehensive Plan and Land Use Code. He describes what each document is used for and reviewed the timeline for the updating the documents. The process would be broken into 5 phases with community engagement throughout the process. They will be looking at Existing Conditions to generate a Vision, that will provide opportunities, plan document, transportation, and a Land Use Code. Mr. Meighen described how a Steering Committee would be utilized. The committee consists of Bert McCaffery, Cody Bird, Michelle, Vance, Rebekka Kinney, and Tracy Jensen. They would like to have a board member on the committee.

The next steps would be meetings with individual community members to be held on Feb 25 & 26 from 7:30 a.m. - 5:30 p.m. at the Leeper Center.
Review/Summarize Existing Plans and Conditions. Analyze to find trends.

Mr. Meighen ask the Board members to give their ideas of what success would include.

The Board Members listed the following item: Vibrant downtown, updated Growth Management Area, local events area, planning instead of reacting, parks, structured development, code upgrade.

C. CONSENT AGENDA

Ms. Sullivan said there would be some changes on the public comment to separate the candidate's announcements of candidates. There was also a typo. Trustee Sattler suggested a correction in the sentence regarding the resignation of Matt Michel.

TRUSTEE DANIEL SATTLER, AND TRUSTEE WYATT KNUTSON to approve the Consent Agenda with as corrected. Motion Passed.

1. Board of Trustees Work Session Summary for Jan 21, 2020

2. Board of Trustees Minutes for January 28, 2020

D. ACTION ITEMS

Contract Approval — Infusion Architects

1. • Staff presentation: Kelly Houghteling, Deputy Town Administrator & Randell Johnson, Infusion Architects

Ms. Houghteling said this item is for the approval of the contract with Infusion Architects. We received a 50% match grant from DOLA. The amount for the project is $32,000 and will be split with DOLA. There is an opportunity for Board members to participate on the Steering Committee.

Randell Johnson, representing Infusion Architects, gave on overview of the scope of the project. He spoke about who would be involved in the project.

How does the Town Hall relate to the growth of the Town and will it be a catalyst for other projects? What do you want your Town Hall to be and what can it do for you?
The first item is to have a vision to help determine if a site would be to house just the Town Hall or a campus where you would have other facilities such as public works, a recreation center and police department.

Timeframe for the project is to have information for the board by this summer.

Mayor Hamman we want to keep the project in line with the budget. He asked what type of add-ons to the budget they perceive. Mr. Johnson said that is standard wording for an AIA contract. They would provide site plan, elevations, floor plan and an idea of costs for the construction.

Jon Gaiter, of 8132 4th Street, asked if the public would be involved in the process. Ms. Houghteling said there are allowances for community engagement.

TRUSTEE TIM WHITEHOUSE, AND TRUSTEE JOHN EVANS to approve a contract with Infusion Architects in the amount of $32,000. Motion Passed.

2. NPIC Lateral Improvements at BNSF Crossing Project

Mr. Sexton gave a review of the lateral improvement project. Per the agreement maintenance would be divided between 5 stakeholders. The Town's portion is 11.30%. Budget for this project is $34,000.00. The cost to the Town for this improvement would be $34,784.66 paying $22,655.76 upfront and the balance on completion of the project.

Mayor Hamman asked where the additional $784.66 would come from. Mr. Sexton said the total cost is an estimate and could require a budget amendment.

Trustee Whitehouse asked where it was located. Mr. Gowing said it is located on the east side of Sage Meadows Subdivision. He explained that it would be to take an open ditch and pipe it under the railroad tracks.

E. OTHER BOARDS

F. REPORTS

1. Town Attorney

   Mr. March spoke about the open seat. He reviewed the requirements for the 60-day issue. The suggestion was to wait until the election to fill the seat.

2. Town Administrator

   Ms. Houghteling spoke about the fire associated with the HVAC system at Days Inn and an additional investigation.

3. Staff Communications

   Bob Gowing mentioned taking down the playground equipment on the east side of Centennial Park because they cannot get parts and is becoming unsafe. Parks Advisory Board suggests taking the unit down and not replacing until the plans for Centennial Park are complete. There was public comment agreement that public safety was important, but that something should be available at that park and getting community engagement. Consensus from the Board to take it down. There was discussion about maintenance on playground equipment.

   Kallie Cooper, Main Street Director, mentioned that Main Street has seen examples of temporary structures that could be used until plans for the park are completed.

4. Board

   Trustee Whitehouse asked about the Safebuilt MOU with the school district. Is that something that the Board needs to approve. Mr. Bird said that is an agreement to allow Safebuilt to do inspections on the school for the State.

   Mayor Hamman suggested getting started on the evaluation for the Town Administrator.

   Trustee Evans updated the Board on the Housing Authorities voucher program.

G. EXECUTIVE SESSION

H. ADJOURN

Seeing no further business, the Board adjourned at 7:44 p.m.

TOWN OF WELLINGTON

Board of Trustees Meeting

Date: **February 25, 2020**

Submitted By:

Subject: **Approval to Amend Parks Advisory Board Monthly Meeting Date**

EXECUTIVE SUMMARY

Approval to Amend Parks Advisory Board Monthly Meeting Date

BACKGROUND / DISCUSSION

The Parks Advisory Board voted on February 19, 2020 to change the date of their monthly meeting date to the 2nd Wednesday of each month beginning March 2020. The Parks Advisory Board recommends that Board of Trustees approve the amendment of their monthly meetings.

STAFF RECOMMENDATION

Town Staff recommends that the Board of Trustees approve the recommendation by the Parks Advisory Board to amend the monthly meeting date to the 2nd Wednesday of each month beginning March 2020.

ATTACHMENTS

None

Board of Trustees Meeting

Date: February 25, 2020
Submitted By: Cody Bird, Planning Director
Subject: Ordinance No. 7-2020 — Final Plat of Poudre School District Subdivision

- **Staff presentation: Cody Bird, Planning Director**

EXECUTIVE SUMMARY

This agenda item is a continuation of a public hearing originally scheduled and advertised for January 28, 2020. At the January 28, 2020 meeting, the item was tabled and the public hearing continued to February 25, 2020.

BACKGROUND / DISCUSSION

Poudre School District (PSD) is requesting that approximately 132 acres of land be platted to facilitate development of a new high school and athletic fields. The plat also proposes 2 additional lots along County Road 64 (Washington Ave.) to accommodate future public school facilities.

The Board of Trustees approved annexation of the property into the Town on January 28, 2020. The plat approval is conditional upon recording of the annexation map and annexation agreement.

The Planning Commission conducted a public hearing to review the final plat on February 3, 2020. The Commission voted to recommend approval of the final plat. By recommending approval of the final plat, the Commission determined that the plat is consistent with the Town's Comprehensive Plan and that it conforms to the Town's subdivision regulations.

The Town Board's consideration of the final plat requires a public hearing. Following the public hearing, if the final plat is approved by the Board of Trustees, the applicant may proceed with the final plat mylars.

Approval by the Board of Trustees is valid for a period of one year. The final plat and ordinance must be recorded with the Larimer County Clerk and Recorder's Office within the one-year time limit, unless an extension is approved by the Board.

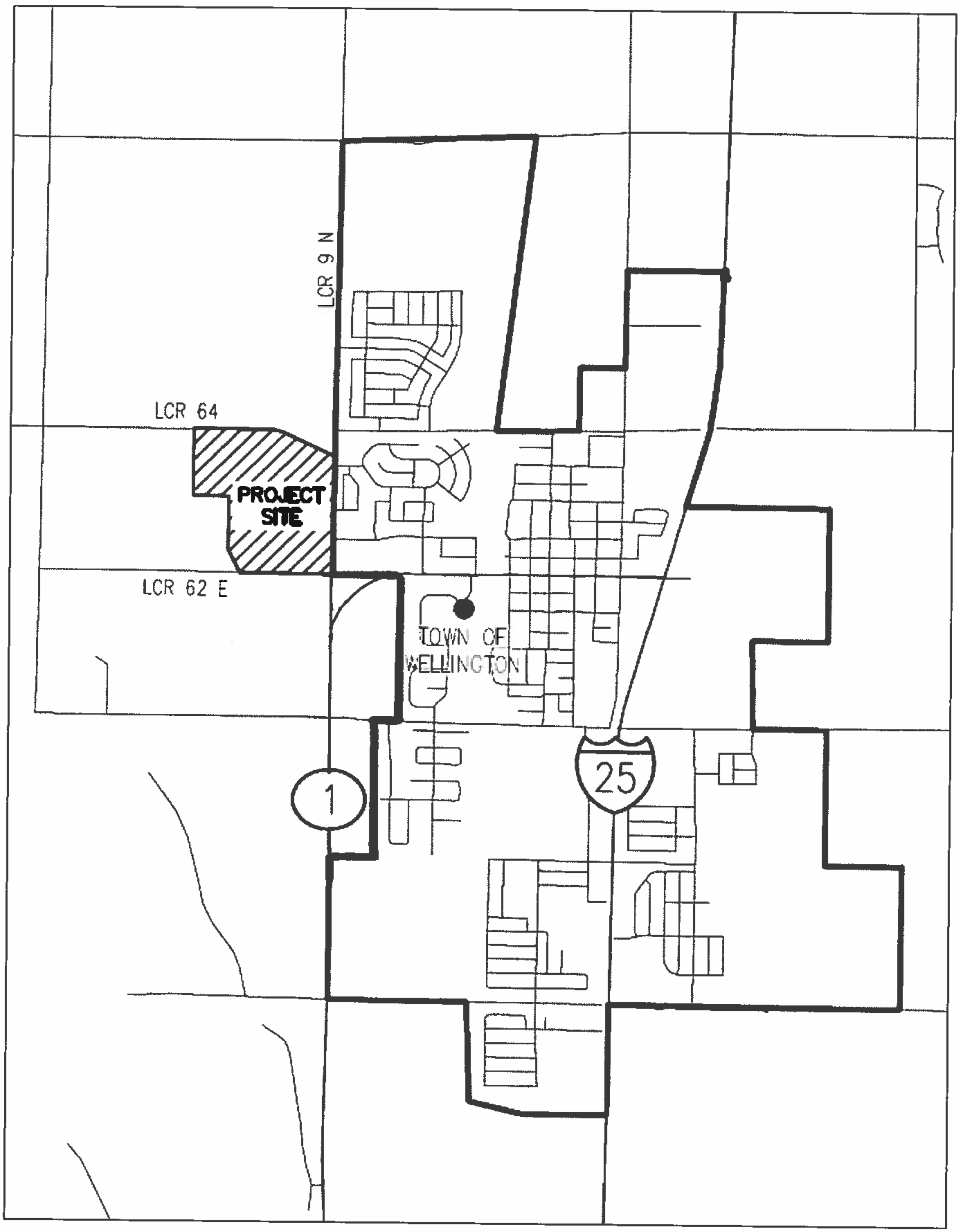
A development agreement is also required with the final plat. Final details of a development agreement are being discussed with the school district and will be provided for Board of Trustees review at an upcoming meeting. Final plat approval is recommended contingent upon execution and recording of a development agreement.

STAFF RECOMMENDATION

Adopt an ordinance approving the final plat of Poudre School District Subdivision contingent upon execution and recording of a development agreement.

ATTACHMENTS

1. Vicinity Map
2. Ordinance
3. Final Plat
4. Project Narrative



VICINITY MAP
NOT TO SCALE

ORDINANCE NO. 7-2020

AN ORDINANCE RELATING TO PLAT APPROVAL FOR POUDRE SCHOOL DISTRICT SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO, FOR THE PURPOSE OF ESTABLISHING LOTS FOR DEVELOPMENT OF PUBLIC SCHOOL FACILITIES.

WHEREAS, Poudre School District R-1 has requested approval of the subdivision plat of Poudre School District Subdivision in the Town of Wellington, Colorado; and

WHEREAS, the notices have been given and the public hearings required by the Wellington Municipal Code have been held; and

WHEREAS, the Planning Commission by motion and vote on February 3, 2020 recommended approval of the plat; and

WHEREAS, the Board of Trustees of the Town of Wellington has found the application to be in substantial compliance with the requirements of the Wellington Municipal Code.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO:

SECTION 1: The final plat of Poudre School District Subdivision, located in the Northeast Quarter of Section 32, Township 9 North, Range 68 West of the 6th Principal Meridian, Town of Wellington, County of Larimer, State of Colorado, is hereby approved as a final plat in accordance with the Wellington Municipal Code, except as may be specifically modified by this ordinance.

SECTION 2: Prior to recording the plat, the following shall be required:

1) Execution and recording of the annexation map and annexation agreement.
2) A Development Agreement for public improvements signed by the Poudre School District and the Town.

SECTION 3: Repealer. All ordinances, resolutions and motions of the Board of Trustees of the Town of Wellington, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby superceded and repealed; provided that such repeal shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

SECTION 4: Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

SECTION 5: Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.

SECTION 6: Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours. Furthermore, the Mayor's signature shall be affixed to the plat and attested by the Town Clerk.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED TO BECOME PUBLISHED THIS _______ DAY OF __________, 2020 AND ORDERED TO BECOME EFFECTIVE 30 DAYS FROM THE DATE OF PUBLICATION.

____
Troy Hamman, Mayor

ATTEST:

____
Ed Cannon, Town Administrator/Clerk

PUBLISHED BY TITLE THIS _____ DAY OF _____________, 2020 IN "THE COLORADOAN."

APPROVED AS TO FORM

March & Olive, LLC
Town Attorney

By: _________________________
J. Brad March

POUDRE SCHOOL DISTRICT SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION OF PUBLIC PROPERTY:

THE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS PLAT HAS CAUSED THE REAL PROPERTY TO BE SURVEYED, LAID OUT AND SUBDIVIDED UNDER THE NAME OF POUDRE SCHOOL DISTRICT SUBDIVISION, AND DOES HEREBY SELL, GRANT, DEDICATE, AND CONVEY TO THE TOWN OF WELLINGTON IN FEE SIMPLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, AND SET APART ALL OF THE STREETS, ROADS, ALLEYS, EASEMENTS, AND OTHER PUBLIC WAYS AND PLACES, AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL IMPROVEMENTS OF SAID STREETS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES, UNTIL ACCEPTANCE OF MAINTENANCE THEREFOR BY THE TOWN AS PROVIDED IN THE WELLINGTON MUNICIPAL CODE.

CERTIFICATE OF OWNERSHIP:

I/WE CERTIFY THAT ______________________________ IS/ARE THE OWNERS OF THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN IN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS, AND PLACES SHOWN HEREON.

BY: ________________________________

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2____, BY ________________________

AS ____________________________________.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _______________________________

____
NOTARY PUBLIC

CERTIFICATE OF TITLE:

I, ________________________, AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF COLORADO, CERTIFY TO THE TOWN OF WELLINGTON, COLORADO, THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY BEING SUBDIVIDED AND BEING DEDICATED TO THE TOWN OF WELLINGTON, COLORADO, AND THAT ALL OWNERS AND PROPRIETORS AS DEFINED BY CRS §31-23- 11 HAVE SIGNED THIS PLAT.

BY: ________________________
,ATTORNEY

BY: ________________________________

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2____, BY ________________________

AS ____________________________________.

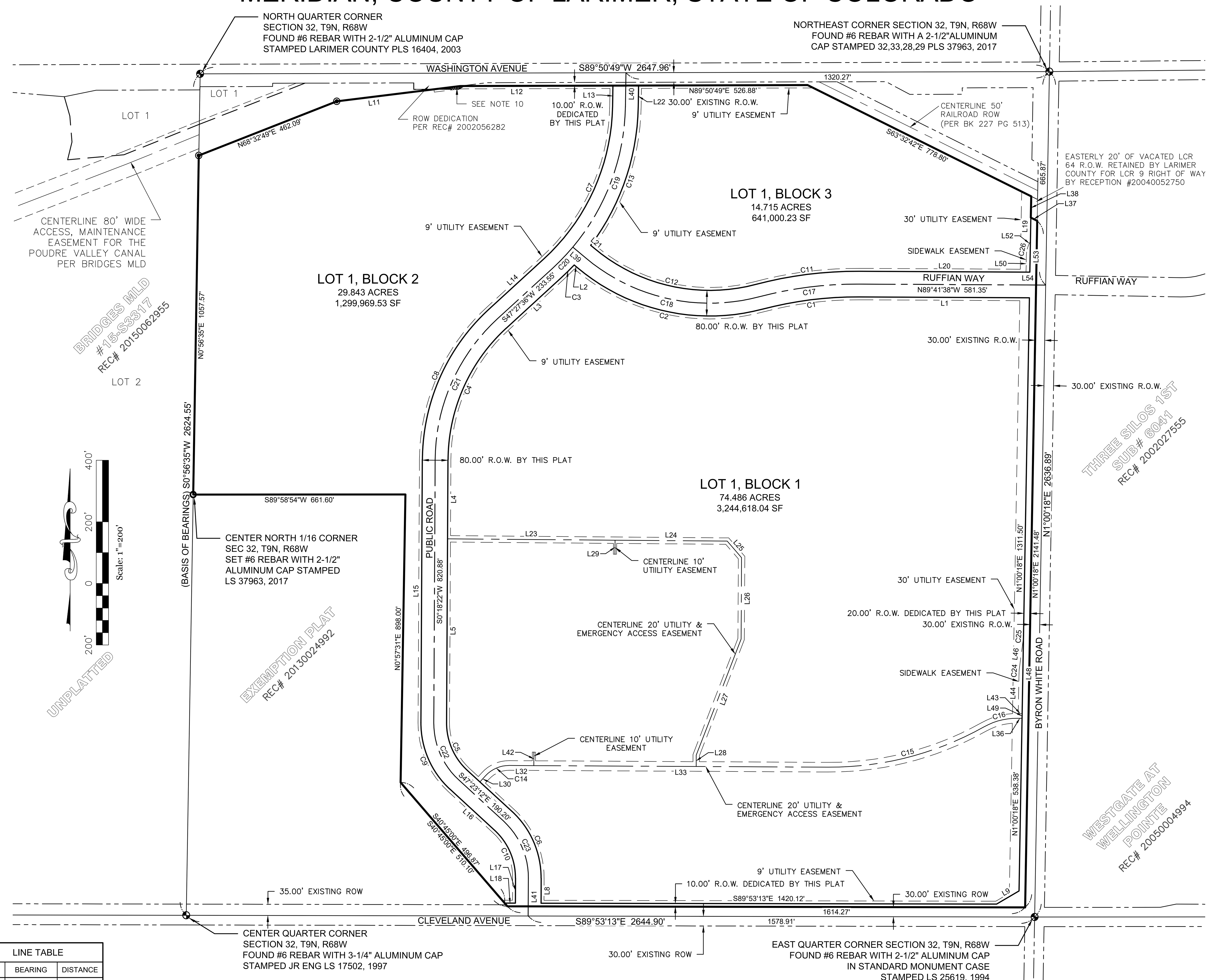
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _______________________________

____
NOTARY PUBLIC

BASIS OF BEARING STATEMENT

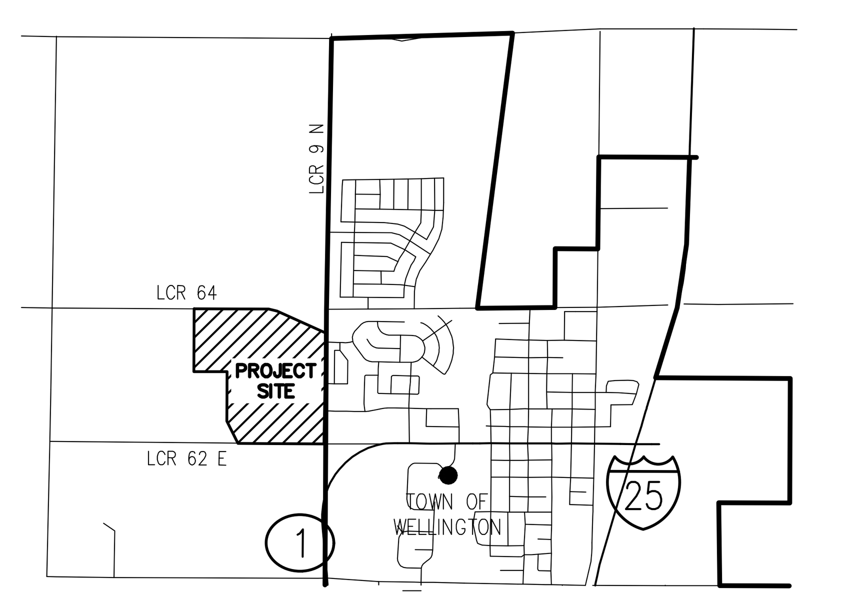
BEARINGS ARE BASED ON WEST LINE OF THE NORTHEAST QUARTER SECTION 32, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. SAID LINE IS ASSUMED TO BEAR S 00°56'35" W AND IS MONUMENTED AS SHOWN HEREON.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	DISTANCE
C1	305.70'	1160.00'	15°05'59"	S82°45'22"W	304.82'
C2	612.24'	640.00'	54°48'38"	N77°23'18"W	589.16'
C3	56.11'	740.00'	4°20'40"	S45°17'16"W	56.10'
C4	460.88'	560.00'	47°09'15"	S23°52'59"W	447.98'
C5	166.48'	200.00'	47°41'34"	S23°32'25"E	161.71'
C6	233.04'	280.00'	47°41'12"	S23°32'36"E	226.37'
C7	535.14'	660.00'	46°27'23"	S24°13'55"W	520.60'
C8	526.72'	640.00'	47°09'15"	S23°52'59"W	511.98'
C9	233.07'	280.00'	47°41'34"	S23°32'25"E	226.40'
C10	166.46'	200.00'	47°41'12"	S23°32'36"E	161.70'
C11	326.79'	1240.00'	15°05'59"	S82°45'22"W	325.84'
C12	535.71'	560.00'	54°48'38"	N77°23'18"W	515.52'
C13	463.85'	740.00'	35°54'53"	N18°57'40"E	456.30'
C14	83.24'	100.00'	47°41'34"	N66°27'35"E	80.86'
C15	507.75'	981.73'	29°38'00"	N75°29'22"E	502.11'
C16	108.78'	208.47'	29°53'50"	N75°37'17"E	107.55'
C17	316.25'	1200.00'	15°05'59"	S82°45'22"W	315.33'
C18	573.98'	600.00'	54°48'38"	N77°23'18"W	552.34'
C19	476.64'	700.00'	39°00'48"	S20°30'37"W	467.48'
C20	90.93'	700.00'	7°26'35"	S43°44'19"W	90.87'
C21	493.80'	600.00'	47°09'15"	S23°52'59"W	479.98'
C22	199.78'	240.00'	47°41'34"	S23°32'25"E	194.06'
C23	199.75'	240.00'	47°41'12"	S23°32'36"E	194.03'
C24	11.07'	99.00'	6°24'18"	N04°12'58"E	11.06'
C25	19.69'	176.00'	6°24'41"	N04°12'47"E	19.68'
C26	30.27'	83.00'	20°53'50"	N11°27'13"E	30.10'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°41'38"W	530.86'
L2	N49°58'59"W	14.71'
L3	S47°27'36"W	233.55'
L4	S00°18'22"W	247.14'
L5	S00°18'22"W	573.74'
L6	S47°23'12"E	53.20'
L7	S47°23'12"E	137.00'
L8	S00°18'00"W	78.03'
L9	N59°32'50"E	81.21'
L11	N82°55'44"E	388.39'
L12	N89°50'49"E	475.65'
L13	S01°00'14"W	65.17'
L14	S47°27'36"W	233.55'
L15	S00°18'22"W	820.88'
L16	S47°23'12"E	190.20'
L17	S00°18'00"W	78.29'
L18	N89°53'13"W	33.67'
L19	S01°00'18"W	236.57'
L20	N89°41'38"W	531.83'
L21	N49°58'59"W	14.71'
L22	N01°00'14"E	66.78'
L23	S89°32'03"E	522.03'
L24	S89°32'03"E	349.77'
L25	S41°03'42"E	68.22'

LINE TABLE		
LINE #	BEARING	DISTANCE
L26	S00°18'22"W	254.14'
L27	S21°09'34"W	388.13'
L28	S00°18'22"W	35.29'
L29	N00°18'27"E	43.87'
L30	N42°36'48"E	25.70'
L32	S89°41'38"E	76.76'
L33	S89°41'38"E	917.38'
L36	S89°41'38"E	14.47'
L37	N63°32'42"W	22.15'
L38	N01°00'18"E	66.45'
L39	N49°58'59"W	53.63'
L40	S01°00'14"W	105.98'
L41	S00°18'00"W	118.16'
L42	S00°18'22"W	42.00'
L43	N88°59'42"W	12.09'
L44	N01°02'18"E	126.61'
L46	N07°25'07"E	92.18'
L48	S01°00'18"W	248.92'
L49	S01°00'18"W	14.89'
L50	N01°00'18"E	52.40'
L52	N23°24'48"E	17.16'
L53	S01°00'18"W	97.72'
L54	N89°41'38"W	12.00'



VICINITY MAP
NOT TO SCALE

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF CERTIFICATION. C.R.S. 13-80-105

CONTACT INFORMATION:

OWNER/ APPLICANT:	POUDRE SCHOOL DISTRICT 2407 LAPORTE AVENUE FORT COLLINS, CO 80521	BRENDAN WILLITS, GISP (970)-490-3413 BWILLITS@PSDSCHOOLS.ORG
ARCHITECT:	RB+B ARCHITECTS, INC. 315 E MOUNTAIN AVE., STE 100 FORT COLLINS, CO 80524	BEN BASALAY, AIA, LEED AP (970)-484-0117 BBASALAY@RBBARCHITECTS.COM
CIVIL ENGINEER:	JVA, INC 213 LINDEN STREET, STE 200 FORT COLLINS, CO 80524	ERIK T. NAKOS, PE (970)-225-9099 ENAKOS@JVAJVA.COM
LANDSCAPE ARCHITECT:	BHA DESIGN INCORPORATED 1603 OAKRIDGE DRIVE, STE 100 FORT COLLINS, CO 80525	ANGELA MILEWSKI (970)-223-7577 AMILEWSKI@BHADESIGN.COM
SURVEYOR:	WASHBURN LAND SURVEYING, LLC 4025 AUTOMATION WAY, SUITE C4 FORT COLLINS, CO 80528	CHAD WASHBURN, PLS (970)-232-9645 CHAD@WASHBURNSURVEYING.COM

TITLE COMMITMENT NOTES:

FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, WASHBURN LAND SURVEYING, LLC RELIED UPON TITLE COMMITMENT ORDER NUMBER FCC25148675-4, BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED JANUARY 7, 2019 AT 5:00 P.M..

LEGAL DESCRIPTION:

BEGINNING AT A POINT 413.7 FEET SOUTH OF THE NE CORNER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO;
THENCE N 64° 33' W AND PARALLEL WITH THE RAILROAD TO A POINT ON THE NORTH LINE OF SAID SECTION, 926.9 FEET;
THENCE WEST TO THE NW CORNER OF THE NE 1/4; THENCE SOUTH TO THE SW CORNER OF THE NW 1/4 OF THE NE 1/4;
THENCE EAST 660 FEET, MORE OR LESS, TO THE NE CORNER OF THE W 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE SOUTH 898 FEET; THENCE S 40° 45' E, 568 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION; THENCE EAST, 1612 FEET, MORE OR LESS, TO THE SE CORNER OF SAID SECTION; THENCE NORTH 2226.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THOSE PARCELS DESCRIBED IN INSTRUMENTS RECORDED SEPTEMBER 29, 1951 IN BOOK 920 AT PAGE 419 AND JULY 17, 2002 AT RECEPTION NO. 2002075720 AND FEBRUARY 25, 1909 IN BOOK 255 AT PAGE 469 AND MAY 17, 1910 IN BOOK 268 AT PAGE 113 AND JUNE 14, 1918 IN BOOK 364 AT PAGE 501 AND JUNE 2, 2004 AT RECEPTION NO. 20040052750

ALSO EXCEPT RAILROAD RIGHT OF WAY RECORDED SEPTEMBER 15, 1910 IN BOOK 277 AT PAGE 470 AND SEPTEMBER 15, 1919 IN BOOK 277 AT PAGE 471 AND JANUARY 5, 1909 IN BOOK 227 AT PAGE 513

ALSO EXCEPT THAT PORTION AS SET FORTH IN THE BRIDGES MINOR LAND DIVISION 15-S3317 RECORDED SEPTEMBER 21, 2015 AT RECEPTION NO. 2015062955

ALSO EXCEPT COUNTY ROADS AS ESTABLISHED AND OR USED.

TOGETHER WITH THE THAT PARCEL OF LAND AS DESCRIBED AT RECEPTION NUMBER 20040052750.

GENERAL NOTES:

1. DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
2. PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.
3. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF LARIMER COUNTY, COLORADO.
4. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
5. NEITHER WASHBURN LAND SURVEYING, LLC, NOR THE SURVEYOR OF RECORD, HAS THE EXPERTISE TO ADDRESS MINERAL RIGHTS. IT IS RECOMMENDED THAT INTERESTED PARTIES RETAIN AN EXPERT TO ADDRESS THESE MATTERS. WASHBURN LAND SURVEYING, LLC ASSUMES NO RESPONSIBILITY FOR THE MINERAL RIGHTS UPON SUBJECT PROPERTY.
6. NO MONUMENT WAS FOUND AT THE NORTHEAST CORNER OF SECTION 32, T9N, R68W. MONUMENT WAS REPLACED PER BEARING AND DISTANCE AS SHOWN ON THE PLAT OF BRIDGES MINOR LAND DIVISION 15-S3317, RECORDED UNDER RECEPTION NUMBER 20150062955. SET #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED NORTHEAST CORNER SECTION 32 LS 37963, 2017
7. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
8. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X, FIRM MAP #08069C0759F. ZONE X IS DEFINED AS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
9. SUBJECT PROPERTY CONTAINS 128.35 ACRES.
10. ROW DEDICATION BY THE WINDSOR RESERVOIR AND CANAL COMPANY PER REC# 2002056282. A PORTION OF THIS DEDICATION DOES NOT APPEAR TO BE OWNED BY THE WINDSOR RESERVOIR AND CANAL COMPANY THEREFORE IT COULD NOT BE DEDICATED TO LARIMER COUNTY.

PLANNING COMMISION CERTIFICATE:

APPROVED THIS ______ DAY OF______________, 202_, BY THE TOWN PLANNING AND ZONING COMMISSION, WELLINGTON, COLORADO.

____
BERT McCAFFREY, CHAIRMAN

BOARD OF TRUSTEES CERTIFICATE:

APPROVED THIS _________ DAY OF_________________, 202_, BY THE BOARD OF TRUSTEES, WELLINGTON, COLORADO. THIS APPROVAL IS CONDITIONED UPON ALL EXPENSES INVOLVING NECESSARY IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, STREET LIGHTS, STREET SIGNS AND SIDEWALKS SHALL BE FINANCED BY OTHERS AND NOT THE TOWN.

__________ ______________ ATTEST:_________________________
TROY HAMMAN, MAYOR ED CANNON, TOWN CLERK

SURVEYOR'S STATEMENT

I, CHAD R. WASHBURN, PLS 37963, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF POUDRE SCHOOL DISTRICT SUBDIVISION WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THESE SURVEY AND WITHIN MY CONTROL AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

COLORADO LICENSED CHAD R. WASHBURN 37963 PROFESSIONAL LAND SURVEYOR

CHAD R. WASHBURN
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC.

Washburn LAND SURVEYING
www.WashburnSurveying.com
4025 Automation Way, Suite C4
Fort Collins, CO 80525
970-232-9645

Sheet 1 of 1 Project #: 2019-0073 Date: February 19, 2020 Scale: 1"=200' Drawn: CDB

Project Narrative

Poudre School District is developing a new school west of County Road 9 between County Road 64 and County Road 62E. The school will be a combined Middle School/High School with shared outdoor athletic facilities.

The facility will provide both middle school (grades 6 thru 8) and high school (9 thru 12) programs and is being designed with the ability to expand and would accommodate 1,500 students. As a comparison, Fossil Ridge High is designed to accommodate 1,800 students. Site improvements include parking for students, staff and visitors, athletic fields and facilities, and stormwater detention. Parking quantities are based on the needs demonstrated at other PSD facilities and will include approximately 800 spaces in the initial phase with ability to expand to approximately 1,100 spaces if needed to support future building expansions.

The planned 2-story school building is nearly 250,000 sf in size with outbuildings to support the athletic facilities. The parking and circulation are designed to support the uses within the building providing areas for staff, students, parents, and busses. A planned public road will provide additional access to the school and parking from the west.

The school site will be located in the south portion of the property. The portions of the property north of the school site are intended to be developed in the future as additional school or school support uses. The Preliminary and Final Plat designates lots for the new school as well as these future expansion areas.

A petition for annexation has been submitted to the Town of Wellington for review to support the Preliminary and Final Plat reviews.

Land Ownership – Existing and Proposed

The property is currently owned by Poudre R-1 School District and this ownership will remain after development of the school.

Construction Schedule

Construction Begins – Spring 2020
Project Complete – Fall 2022

Board of Trustees Meeting

Date: February 25, 2020
Submitted By: Michelle Vance
Chamber/Wellington MOU for shared Office Space

Subject:

- **Staff Presentation: Michelle Vance, Community & Economic Development Director**

EXECUTIVE SUMMARY

Memorandum of Understanding with Wellington Chamber of Commerce

BACKGROUND / DISCUSSION

The Town of Wellington Economic Development recognizes that the Wellington Chamber of Commerce is a vital partner in executing our economic development strategy that provides for new business development, retention of existing business, supporting business growth and expansion, and creating an environment that promotes economic growth and development for the community.

The Wellington Chamber of Commerce is an independent non-profit corporation, funded by its members and benefiting the Town's economic development goals. With that in mind, we would like to enter into a Memorandum of Understand (MOU) and lease office space to the Wellington Chamber of Commerce. The MOU identifies the parameters of the agreement and how the organizations will work individually and collectively to promote economic vitality for the Town of Wellington.

STAFF RECOMMENDATION

Staff Recommends approving the Memorandum of Understanding with Wellington Chamber of Commerce.

ATTACHMENTS

1. Chamber - Town MOU 21920

Memorandum of Understanding

This agreement is entered into between the Town of Wellington, Colorado, a Colorado Statutory Municipality (the "Town") and the Wellington Area Chamber of Commerce, a Colorado Nonprofit Corporation ("Chamber") relative to office space to be occupied by the Chamber at property owned by the Town at 3749 Harrison Avenue, Wellington Colorado (the "Property"). The Property currently serves as the Town's Economic Development Office, with additional office space occupied by Wellington Main Streets Program. The Town has excess available space at the Property and agrees to allow the Chamber to occupy an office and have access to the conference room, garage, and outdoor areas at the Property under the terms listed in this Memorandum of Understanding (MOU).

The Town, subject to rights of termination as set forth herein, shall afford the Chamber use of the Space for one (1) year from the date of this MOU, with automatic 1-year renewals. The Chamber agrees to pay the Town $200.00 per month to offset costs of occupancy or provide such other in-kind services as may be approved by the Town.

The Chamber's occupancy of the Property shall not unreasonably interfere with the Town's occupancy of the Property as determined by the Town. If available, the Town may allow use on the Property by the Chamber of certain Town owned office furniture and equipment. The Chamber may post signage on the Property as approved by the Town. The Town will pay all utilities, and internet associated with the occupancy of the Property. The Chamber shall provide the Town with a copy of the Chamber's certificate of liability insurance which shall be at least one million dollars at all times that the Chamber occupies the Property The Chamber will designate the Town as a co-insured or additional insured on the Chamber's policy.

Either party hereto may at any time terminate this memorandum of understanding and occupancy of the Property by the Chamber by giving forty-five (45)-day written notice to the other party, such notice effective 45 days after delivery. If the Chamber's occupancy is terminated or limited by the Town in the future, the Chamber shall return any keys to the Property within 45 days and remove materials of Chamber from the Property. If materials are not removed, the Town may, after 45 days of giving the Chamber written notice of termination of this MOU, remove such materials and return the materials to any Chamber officer or board member.

The Chamber shall at all times ensure that the Chamber, its employees members, and volunteers do not damage or misuse the Property and will ensure that use of the Property by the same does not create liability to the Town. In the event of damage to the Property or liability occasioned to the Town by the Chamber's employees, members, or volunteers the Chamber will immediately repair such damage and shall indemnify and hold the Town harmless from all liability associated with the Chamber's employees, members or volunteers and their use of the Property. The Town may, in the event of such damage or misuse, re-key locks on the Property and henceforth occupancy of the Property by the Chamber shall be subject to access provided by the Town. Decisions related to the Chamber's use and occupancy of the Property shall be subject to review by Town's Board of Trustees.

Dated: ______________________________

Town of Wellington, Colorado
a Colorado Statutory Municipality

By:
Ed Cannon, Town Administrator/Clerk

Wellington, CO Chamber of Commerce
a Colorado Nonprofit Corporation

By: Jon Slutsky
Jon Slutsky, *Chairman*

TOWN OF
WELLINGTON

Board of Trustees Meeting

Date: **February 25, 2020**

Submitted By: **Dave Myer, Engineer, Mike Carrano, Waste Water Treatment Plant Superintendent, Bob Gowing, Public Works Director**

Subject: **Contract — Flow Monitoring of Collection System**

- **Staff Presentation: Dave Myer, Mike Carrano, Bob Gowing**

EXECUTIVE SUMMARY

As an integral part of the 2019 Sanitary Sewer System and Wastewater Treatment Master Plan, the Town is responsible to perform flow monitoring and compile data for our hired consulting engineer (Jacobs). Town staff is requesting authorization of a contract to conduct this task.

BACKGROUND / DISCUSSION

Flow measurements are essential for proper calibration of the hydraulic model of our collection system. The measurements will characterize daily and seasonal sewer flows through the system, which is of critical importance to assess needed improvements and lift station upgrades that will be required in the near future. Inasmuch as flow monitoring equipment is very expensive to purchase, rarely used, and we do not have staff with the expertise to perform this work, we have elected to rent the equipment and contract the monitoring services.

With the assistance of our consulting engineer, seven (7) sites within the collection system have been identified for flow monitoring. In order to capture periods of wet and dry weather, run off, irrigation, and other forms of inflow and infiltration (I&I), these sites will be in operation from approximately March 1, 2020 through June 30. 2020. The hired contractor will install the equipment, monitor the sites throughout their operation, upload and deliver data, and provide monthly reports.

In accordance with the Town's purchasing policy, staff solicited and received three (3) quotes from the following three contractors:

- Hach Company - $53,340.00
- PTI - $55,516.69
- ADS Environmental Services - $89,500.00

Funding for this equipment is included in the 2020 "Sewer Fund, Professional Services" budget (G/L No. 205-34-5356).

STAFF RECOMMENDATION

Authorize execution of contract with Hach Company in the not to exceed amount of $53,340.00 for flow monitoring of the Town's sewer collection system in support of the ongoing Sanitary Sewer System and Wastewater Treatment Plant Master Plan.

ATTACHMENTS

1. Quote from Hach Company

Hach Company

DATA DELIVERY SERVICES (DDS)

Town of Wellington DW

February 19, 2020

TABLE OF CONTENTS

DATA DELIVERY SERVICES

Service Order Form No. 121319-02
DATE

Customer: Town of Wellington
Customer P.O.#:

Bill to
Customer contact: Michael Carrano
10691 County Road 11
Wellington, CO 80549

Phone: 970-203-5349
Mobile: 970-363-6013
Email: carranmj@wellingtoncolorado.gov

Ship to
Customer contact:

Phone:
Fax:
Email:

ORDER DESCRIPTION:

Qty	Instrument/ Description	Duration (months)	List Price	Discount	Net Price	Unit	Total	Selection (Initial)
7	FloDar/FL904	4			$1,375	Per Meter/MO	$38,500	
7	FD Installation	n/a			$1,620	One time Fee/Site	$11,340	
						Subtotal: The total will change per the option chosen for reports	**$49,840**	
	Option #1							
7	DDS-Reports	4			$ 125	Fee for 7 sites for 4 months (7x Monthly Fee x 4 months)	$ 3,500	
7	Option #2 – DDS-Reports				$350	One time charge for 7 sites	$ 2,450	

DESCRIPTION OF SERVICES: Refer to Technical Proposal and Agreement 121319-02 dated February 19, 2020

TERMS AND CONDITIONS: As stated in the Subscriber License and Data Delivery Services Agreement

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

Installation prices are estimated and may exceed the above quoted price.

Actual instrumentation installed to be determined by Hach. Hach will evaluate each site to confirm application is correct for instrumentation.

When ready to move forward with your project, please email a Customer Purchase Order referencing and accepting the proposal number 121319-02 to Aaron Mooney at aaronm@process-tech.com and Richard Delgadillo, Hach Divisional manager at rdelgadi@hach.com

TECHNICAL PROPOSAL

Equipment and Services Supplied by Hach Company

Hach Company is pleased to submit to Customer this technical and business proposal for your review and consideration (the "Proposal"). Hach proposes to provide services to Customer as set forth below, subject to the terms and conditions of Hach Company's Subscriber License and Data Delivery Services Agreement:

Overview

Hach Company: Hach Company has manufactured products for the environment for more than 60 years. Our commitment to research and development and state-of-the-art manufacturing keeps us firmly at the forefront of technology.

For over 35 years, Marsh-McBirney has provided innovative and award-winning flow instrumentation for the industrial and municipal markets. With more than 27 years of experience and cutting-edge technology, Sigma is a worldwide leader in the design and manufacture of innovative flow, sampling, rain and water quality instruments, communication products and data management software. The combined strengths of Hach's Sigma and Marsh-McBirney flow meters provide our customers with over 70 years of flow experience.

Data Delivery Services (DDS)

High-level Description of Services: Hach proposes to install for Customer a collection system flow metering network utilizing Hach's open channel flow meters and tipping bucket rain gauges (optional) equipped with wireless data transmission. Data shall be delivered via a web server application. This enables the Customer to share data across a network (or the Internet) to operating workstations with common internet browser software.

Data is presented to the Customer using Hach's FSDATA web application. FSDATA allows the Customer to analyze data and generate reports directly within the application. Additionally, FSDATA allows the Customer to export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

Meter sites shall be selected by the Customer based on individual project goals and requirements. All meter sites shall be reviewed by Hach prior to installation to ensure safety and suitability for effective flow monitoring.

95% Up-time Guarantee:

All Hach Data Delivery Services projects include a 95% up-time guarantee (subject to Hach's limited warranty). This guarantee ensures that the Hach instruments deployed for each individual site within the scope of your project will function properly for at least 95% of the time in a given month. In the event that a given meter does not meet that minimum level of up-time, your data from that site for that month is free.

Details Regarding Equipment and Services

Measurement Instrumentation

Instrument Selection: Selection of the appropriate measurement technology to perform flow monitoring is critical to obtaining accurate data. Hach Company's portfolio of Flow measurement instruments allows maximum flexibility in determining the appropriate instrument to match the specific site conditions. All instrumentation utilized in fulfillment of this contract is designed, manufactured, and supported directly by Hach Company. Instrument specifications are included in the "Specifications of Flowmeter Equipment" section of this document.

Equipment and Factory Calibration: Flowmeter Equipment and accessories are stored at Hach's factory at all times. Prior to storage, all meters are cleaned and checked for proper operation. Prior to shipment to a project, all meters are visually checked and calibrated to NIST traceable standards.

Communications and Security

Secure Data: Hach Data Delivery Services take full advantage of the security features provided by the isolated Hach Web server, such as CRC checking of transferred data, firewall protection, and control of Customer access according to their assigned Server Verification Code (SVC). In addition, Hach Data Delivery Services offers control of the contents of each page according to the Customer's authorization.

Remote Telemetry Unit (RTU) Communications: The integrated RTU/flow meter communicates with the host computer to:

- Transfer instrument data
- Initiate alarms for user-defined events
- Reconfigure computations, schedules and site parameters
- Perform clock maintenance

Communication Methodology: The RTU configured with a 1xRTT or GSM cellular modem automatically transfers data to the host computer following each flow measurement, then powers off the modem between calls. This effectively provides near real time flow data on the network while minimizing energy consumption. A data call following a flow measurement over the cellular network consists of two IP data packets; one from the RTU to the host; the second from the host to the RTU confirming valid receipt of error free data. The contents of the RTU packet will include the level, velocity, flow, and rainfall (if applicable) for all measurements since the previous data call. The battery voltage and any alarm messages shall also be included. The standard configuration for instruments is set to 1-hour data transmission and 15-minute data collection intervals.

Data Security: Wireless cellular data occurs between specific IP addresses. The RTU generates data calls only to pre-programmed IP addresses, and never answers incoming, unsolicited calls from unknown IP addresses. Similarly, the host computer firewall accepts data calls only from RTUs with known IP addresses transferred over the cellular network.

Services

Installation and Maintenance Services. Hach agrees to install and maintain the Flowmeter Equipment in and around Customer's designated sewer manholes and effluent discharge areas (each a "Monitoring Site") for the fees and expenses set forth on the Service Order Form. Customer agrees to provide to Hach secure, safe and free access as Hach requires during the term of the engagement to each

Monitoring Site for the purpose of installing, maintaining and retrieving the Flowmeter Equipment and to provide the Data Delivery and data storage Services. Customer shall not, nor shall it permit others to access the Flowmeter Equipment for any reason. Customer is responsible for risk of loss or damage to the Flowmeter Equipment installed in or around Customer's Monitoring Site(s). Customer agrees that in the event the Flowmeter Equipment sustains loss or is damaged, whether or not such loss or damage is Customer's fault, Customer will pay Hach the full cost of replacement of such Flowmeter Equipment including the cost of labor, if any, required for the removal of damaged Flowmeter Equipment and for the replacement installation.

Meter In-Situ Calibration: Hach agrees to perform in-situ calibrations. A velocity profile shall be taken using a portable velocity meter and shall be recorded on the velocity profile worksheet. The average velocity determined by the velocity profile is compared to the velocity measured by the Flowmeter equipment. Also, the depth of flow shall be physically measured and compared against the depth measured by the Flowmeter equipment. The depth measurement of the Flowmeter equipment is adjusted to the depth measured manually and then verified that the depth has not changed.

Data Access and Storage Services. Hach agrees to develop a Customer-specific web page on Hach's Data Delivery Services web site(s) ("Customer's Web Page"), accessible only by Hach and its suppliers, Customer, Customer's Administrator and Authorized Customer Users, through which Customer Data may be accessed by Customer. Hach agrees to make all Customer Data collected by the Flowmeter Equipment at the Monitoring Sites accessible to Customer through Customer's Web Page, via a commercial digital wireless network or otherwise in Hach's sole discretion.

Meter Repairs and Maintenance: All repairs and maintenance, including battery replacement, to the Hach flow meters and rain gauges shall be the responsibility of Hach. Any costs associated with repairs and/or maintenance shall be paid by Hach and will not be incurred by the Customer. Hach will notify the project Point-of-Contact(s), identified by Customer, via email of upcoming maintenance requiring Hach and/or Hach Representative to be onsite.

Service Levels. Subject to all limitations of liability contained herein, Hach will endeavor to provide Customer with access to Customer's Web Page twenty-four (24) hours a day, Monday through Sunday, excluding periods of routine planned maintenance and upgrade services (the "Routine Window") and emergency services, with ninety-five percent (95%) uptime. Such periods are subject to change upon notice to Customer. Hach shall provide maintenance and upgrades to the Data Delivery Services, including Customer's Web Page, during the Routine Window unless deferral of such maintenance or upgrades would materially and adversely affect the performance or security of the Data Delivery Services, Hach's network, data center or other customers. Hach shall endeavor to perform such maintenance or upgrades in such a manner so as to not adversely impact Customer's use of the Data Delivery Services. To the extent possible, Hach shall notify Customer as far in advance as practicable of any maintenance or upgrades outside the Routine Window. Hach agrees to back up and store flow data collected by the Flowmeter Equipment at Customer's Monitoring Sites ("Customer Data") using industry standard security means. Hach will back up Customer Data on a daily basis and store it during the term of this engagement.

Data Analysis. Hach provides engineering reviewed data analysis services as outlined below. Hach agrees to provide data analysis in the case that the DDS Final Data or the DDS Full Report is included in the fees and expenses set forth on the Service Order Form. No additional consulting or other services are provided by Hach to Customer not included on the Service Order Form. Customer acknowledges and agrees that Hach does not review, edit, investigate, confirm or analyze Customer Data or exercise any form of control over Customer Data other than those specific collection and storage services set forth in this Proposal.

DDS Final Data: Service provides both raw data and final data. Final data is engineer-reviewed with adjustments to correct for common issues that adversely affect data quality. From ultrasonic or velocity dropouts, temperature compensation, to false surcharges and even historic data anomalies, DDS Final Data identifies and corrects data quality issues that could otherwise impact your operation, especially in billing sites.

DDS Full Report: Service includes the full package of DDS Final Data, plus additional engineering analysis. This includes a spreadsheet providing additional analysis, daily and monthly averages, data visualization, raw and final data sets, and rain data. Finally, a PDF Report is prepared capturing graphics and tables from the spreadsheet, as well as maintenance logs, site description/map/install setup, data adjustments and more.

Customer Responsibilities

Site Selection Criteria: Selection of the appropriate site to perform flow monitoring is critical to obtaining accurate data. The ideal site will have a straight run of pipe with at least three pipe diameters upstream and downstream of the probe location, and no dimensional variations that will change the hydraulic characteristics of the flow. Understanding that the probe will generally be placed in close proximity to a manhole, flow direction should not change abruptly going through the manhole, i.e., there should be a straight run through the manhole. The manhole should not have debris, brick or any other objects that might disrupt the flow. There should be a smooth transition through the manhole with flow conditions resembling that of pipe flow; and the incoming pipe invert should be higher than the outgoing pipe invert. The manhole must also be accessible, not only for installation and recovery of the meter, but also for periodic inspections during the flow monitoring period. Flow conditions at the ideal site (prior to installation of the sensor) should have a minimum velocity of 0.75 feet per second. The Customer is encouraged to provide the list of monitoring sites at the time the contract is signed. In the event that the list of sites is not available at the time the contract is signed, the sites will be mutually documented by a customer representative and the Hach field team. The final list of sites will be reflected in the “Installation Site Sheet” documents attached to each site in FSDATA.

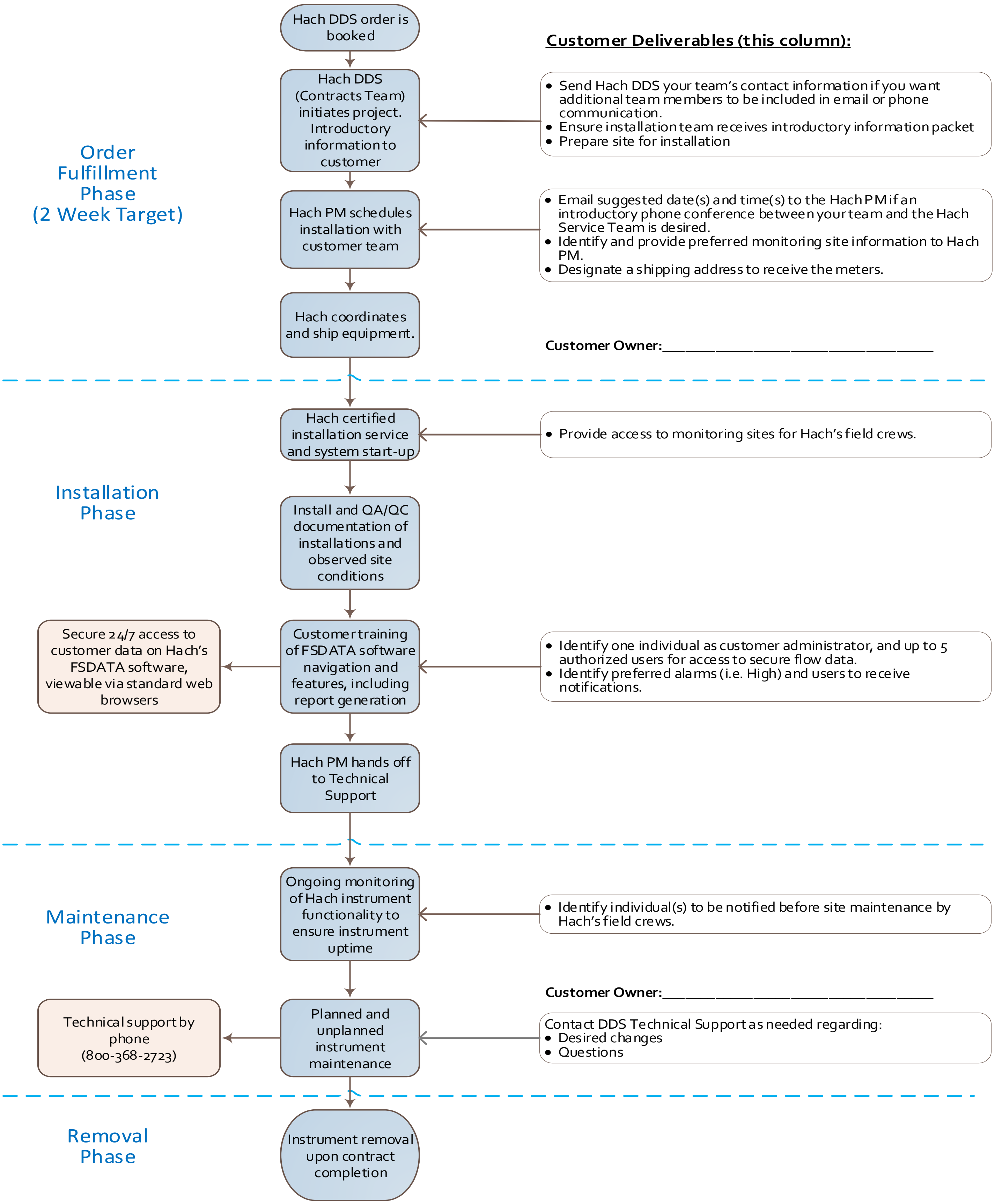
Customer Administrator. Customer agrees to designate a single individual (its “Administrator”) who shall be Customer’s agent in designating those employees of Customer who may, through unique Passwords, Customer IDs or other security means, access Customer’s Web Page and Customer Data. Each Customer employee authorized to access Customer’s Web Page and to whom a unique Password or Customer ID is assigned and issued shall be an “Authorized Customer User.” The Administrator shall be responsible for the relationship between Hach and each Authorized Customer User. Only the Administrator may contact Hach to update Authorized Customer User profiles, approve new and close Authorized Customer User accounts. Hach shall issue and provide to each Administrator all security certificates, passwords and Customer identifications (collectively “Passwords and Customer IDs”) for distribution to Authorized Customer Users. Customer shall keep full and accurate records of all issued, active and inactive passwords and Customer IDs. The right to use passwords or Customer IDs terminates immediately upon the earlier of termination of the engagement or an Authorized Customer User authorization to access Data Delivery Services. Customer is responsible for issuing, administering, updating and ensuring that proper security measures are in effect with respect to all Passwords and Customer IDs. Customer is solely responsible for monitoring, supervising and terminating, when appropriate, its Authorized Customer User access to Data Delivery Services. The use of Passwords and Customer IDs constitutes acts of Customer and Hach may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing Data Delivery Services by means of such Passwords and Customer IDs. Although each Authorized Customer User is personally responsible for its use of Data Delivery Services, Customer's Web Page and Customer Data, Customer is responsible for ensuring that it's Administrator and each Authorized Customer User is aware of and complies with this Agreement.

Customer Equipment. Certain hardware, software and telecommunications and other services and equipment (collectively "Customer Equipment") are required to access and use the Data Delivery Services. Customer is responsible for obtaining, implementing and operating and maintaining all Customer Equipment and bearing all related costs and expenses. Hach does not provide and Customer agrees it is not relying on Hach to provide advice or other assistance in selecting and acquiring Customer Equipment necessary for Customer to access the Data Delivery Services. Hach is not responsible for any change to the Services that may cause Customer Equipment to become obsolete, require modification or alteration or otherwise affect the performance of the Services.

ATTACHMENT A

DDS PROJECT OVERVIEW

DDS Project Overview



ATTACHMENT B

TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

1. **TERMS AND CONDITIONS**
These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

2. **LIMITED LICENSE**
HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY's network, solely for (a) Customer's internal business operations and (b) accessing Customer Data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

3. **SERVICES**
Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (I) build a competitive product or service, (II) build a product or service using similar ideas, features, functions or graphics of the Service, or (III) copy any ideas, features, functions or graphics of the Service.

4. **FEES; PAYMENTS; TAXES**
Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in ARREARS and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in additional to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

5. **ACCEPTABLE USE**
HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

6. **TERM AND TERMINATION**
This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY's then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.

Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

7. **OWNERSHIP OF FLOWMETER EQUIPMENT**
Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

8. **NON-DISCLOSURE OF INFORMATION**
Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.

The terms of this Section shall survive the termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES**
HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALLY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

10. **LIMITATION OF LIABILITY**
IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. **INITIAL DISPUTE RESOLUTION/JURY WAIVER**
All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

12. **GENERAL**
(a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

(b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.

(c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

(d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.

(e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.

(f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.

(g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.

(h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or any other causes beyond HACH COMPANY's control.

(i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.

(j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.

(k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.

(l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.

(m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.

(n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.

(o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.

ATTACHMENT C

SPECIFICATIONS OF FLOWMETER EQUIPMENT

SPECIFICATIONS OF FLOWMETER EQUIPMENT

Sensor Overview and Specifications – Flo-Dar™

Accurate and Reliable Flow Monitoring

The Flo-Dar Area/Velocity Radar Flow Meter provides a revolutionary approach to open channel flow monitoring. The sensor combines advanced Digital Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow. Flo-Dar provides the user with highly accurate flow measurements under a wide range of flows and site conditions. By measuring the velocity of the fluid from above, Flo-Dar eliminates accuracy problems inherent with submerged sensors including sensor disturbances, high solids content and distribution of reflectors.

Flo-Dar sensor accuracy and long-term stability from low flow depths up to surcharge conditions has been independently verified many times over the years including a formal evaluation by the Alden Research Laboratory, Inc. and recent field evaluations done by municipalities and consulting engineering firms.

During surcharge events Flo-Dar's optional electromagnetic sensor will continue to provide uninterrupted and accurate flow monitoring through dry and wet weather flows without the need for routine sensor cleaning or maintenance.

Flow Calculation

Method: Based on Continuity Equation, Q=V x A
Accuracy: ±5.0% of reading typical where flow is in a channel with uniform flow conditions and is not surcharged.

Velocity Measurement

Method: Radar
Range: 0.75 to 20 ft/s (0.23 m/s to 6.10 m/s)
Accuracy: ±0.5%; ±0.1 ft/s (±0.03 m/s)

Level Measurement

Method: Ultrasonic
Operating Range: 0.25 to 60 in. (0.634 to 152.4cm)
Optional Operating Range: 0 (0 cm) to 224" (5.7M) with 16" dead band), Temperature Compensated
Accuracy: ±0.25 in. (±0.64 cm)

Surcharge Level Measurement

Method: Piezo-resistive pressure transducer
Maximum Range: 138 inches (3.5 meters)

Surcharge Velocity Measurement

Method: Electromagnetic
Range: -5 to +20 ft/s

Enclosure

Material: Polystyrene (IP68)
Dimensions: 6.9"W X 16.65"L X 11.7"D (17.5 cm X 42.3 cm X 29.7 cm)
Weight: 10.5 lbs.
Operating Temperature Range: 14°F to 122°F (-10° C to 50°C)
Storage Temperature Range: -40°F to 140°F (-40°C to 60°C)

Sensor Cable

Material: Polyurethane jacketed
Standard Length: 30 feet

Hach FL900 Logger

Overview

The Hach FL900 Logger receives, processes, and transmits the data received from the sensors. Each remote panel transmits level, velocity and flow signals via 1xRTT or GSM packet switched cellular wireless technology. The data is transmitted to the Customer via a password protected secure web application.

The Hach FL900 Logger has storage capacity of 325,000 data points; 1128 days for 3 channels at 15-minute log intervals. The electronics housing material is sealed, watertight PC/ABS structural foam and enclosures are NEMA 6P/IP68 rated. Electronics operating temperature range is between –18 to 60ºC (0 to 140ºF) at 95% RH. Storage temperature for electronics is –40 to 60ºC (–40 to 140ºF)

Data Storage:

Event Log: 1,000 events maximum in non-volatile flash memory
Sample History: 2,000 sample events maximum in non-volatile flash memory
Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

Local Terminal

USB
RS232 (Baud rates: 9600, 19200, 38400, 57600, 115200)

Power Requirements

8 to18 Vdc from batteries or external power source, 2.5W max.

Housing

Dimensions: (W x D x H) 25.4 x 22 x 40 cm (10.0 x 8.7 x 16.0 in.)
Enclosure: PC/ABS structural foam
Environmental Rating: NEMA 6P (IP68)
Weight (Using Model FL900):
  4.5 kg (10 lb)—no batteries;
  6.3 kg (14 lb)—2 batteries;
  8.2 kg (18 lb)—4 batteries
Operating Temperature: –18 to 60°C (0 to 140°F) at 95% RH
Storage Temperature: –40 to 60°C (–40 to 140°F)

Hach FSDATA Server software

Overview

FSDATA web-based flow meter software provides 24/7 access to your unedited flow data. Hach's secure and reliable IT infrastructure provides peace of mind for flow meter data with secure log-ins, redundant power and network connections as well as daily backups.

Key Features:

- Map view of all sites with visual status
- Summary view of all sites with essential data
- Data viewing in multiple formats, including Hydrographs, scattergraphs, raw data tables
- Easily accessible data statistics, including Average, Minimums, and Maximums
- Calculated Totals for Flow and Rain
- PDF reports, including raw data, data summary, statistics
- Measurement alarms, including High/High, High, Low/Low, Low
- No call alarm alerts Hach's support team and the end user when the cellular modem is unable to complete a call
- Troubleshooting help (reports, diagnostics)

Data and server security:

- Bidirectional communication encryption using HTTPS
- Modem/server connection is protected with both Firewalls and Intrusion Prevention System
- Key card and Axxess secured access to server

Data reliability:

- Backups: Daily incremental, Weekly full.
- Disaster Recovery (DR): Standby database hosted on DR site continuously updated from production.

Server reliability:

- 99.9% uptime target
- Redundant 50 KVA UPS with a minimum of 20 minutes backup time (fully loaded dual-battery string)
- Auxiliary 85 KWatt Katolight Natural Gas-fired Generator with automatic and manual starters
- Power monitoring
- Temperature monitoring and control

TOWN OF WELLINGTON

Board of Trustees Meeting

Date: February 25, 2020

Submitted By: Kelly Houghteling, Deputy Town Administrator

Subject: Contract — 4th of July Fireworks

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

EXECUTIVE SUMMARY

Fireworks contract in conjunction with the annual 4th of July celebration.

BACKGROUND / DISCUSSION

In 2019, the Town signed an agreement with Bee Lake Productions, LLC to provide fireworks. The attachment includes an amendment to this contract for 2020 fireworks. The contract received legal review from Brad March.

In the 2020 budget, $35,000 is included for fireworks. Due an increase in the cost of fireworks and insurance, Bee Lakes Productions, LLC is asking for $37,000. This is over the budgeted amount, however the Community Activities Commission is seeking sponsors to offset the cost of the 4th of July celebration. With an increase in revenue from sponsorship, this will help offset the cost from the unanticipated increase in the cost of fireworks.

STAFF RECOMMENDATION

Staff recommends approving the firework contract with Bee Lake Productions, LLC.

ATTACHMENTS

1. 2019 Firework Contract
2. 2020 Contract Amendment

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this 12 day of March, 2019, between THE TOWN OF WELLINGTON, COLORADO, a Colorado statutory municipality ("Town"), and BEE LAKE PRODUCTIONS, LLC ("Contractor ").

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Contractor agrees to provide pyrotechnical and presentation services in accordance with the Scope of Work.

2. Contract Period. This Agreement shall commence on the date first appearing above, and shall continue in full force and effect until all services contemplated in Exhibit A are completed, unless sooner terminated as herein provided.

3. Termination. If the performance by either party under this Agreement is delayed in whole or in part by unforeseen causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be granted an extension of time to accommodate such unforeseen cause. For example, if weather or other environmental conditions on July 4, of 2019 prevent Contractor from completing the performance, the Town shall grant an extension of time for such performance to take place when weather permits. If, despite such extension of time, Contractor is prevented from performance, or the Town concludes that the performance cannot take place, then this Agreement shall be deemed terminated. If this Agreement is breached by Contractor or is terminated for delay, all amounts paid by the Town shall be refunded, Bryan Ehrlich has signed this Agreement guaranteeing repayment to the Town in the event of Termination.

4. Notice In the event a suitable and acceptable shoot site is not provided, or a change to the approved shoot site is needed for any reason or extreme environmental conditions exist causing the cancellation of the event, less than 180 days prior to the event, Town will be responsible for any costs incurred to the Contractor as to the purchase of firework product or

supplies. Should the Town choose to terminate the Agreement, the parties shall arrange for product and supplies purchased by the Town to be turned over to the Town or stored by Contractor at the expense of the Town.

. All notices provided under this Agreement shall be effective when mailed by first-class United States mail, postage prepaid and addressed as follows:

Town:

Town of Wellington

Attn: Ed Cannon

3735 Cleveland Ave

P.O. Box 127

Wellington, CO 80549

Contractor:

Bee Lake Production, LLC

Attn: Bryan Ehrlich

2151 Bee Lake Road

Wellington, CO 80549

5. Contract Sum. The Town shall pay the Contractor a total of $32,096.91 for the services contemplated under this Contract for the Year 2019. The Contractor acknowledges tender of the Town's $25,676.80 for 2019, or 80% of subsequent contract year proposals as provided by the Contractor, an advance deposit with the execution of this Agreement and by March 15th for each subsequent year of the contract. It is understood that the remaining balance of $6420.11 for 2019 or 20% of the proposal balance for subsequent years will be paid by the Town no later than July 25, 2019, and by July 25th for subsequent years on satisfactory completion of Contractor's obligations.

Contractor agrees to provide complete proposal details including any and all price adjustments with documented justification of any changes in the proposal for each year following the 1st year of the contract. Contractor shall provide a 5-year budget forecast, based on available statistics and historical reference as related to providing all provisions of this contract.

6. Town Representative. The Town designates the Town Administrator/Clerk or in the absence of the Town Administrator/Clerk, the Assistant Town Administrator, as the Town's

representative to make decisions with reference to the services provided under this Agreement, and any extensions thereof.

7. Independent Contractor. The services to be performed by Contractor are those of an independent Contractor and not of an employee of the Town of Wellington. The Town shall not be responsible for withholding any portion of Contractor 's compensation hereunder for the payment of FICA

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR IS NOT ACTING AS AN EMPLOYEE BUT AS AN INDEPENDENT CONTRACTOR ("CONTRACTOR"), AND REPRESENTS THE TOWN THAT CONTRACTOR IS ENGAGED IN AN INDEPENDENT TRADE, OCCUPATION, PROFESSION, OR BUSINESS RELATED TO SERVICE PERFORMED FOR OWNER, INCLUDING AT OWNER'S PROPERTIES, AND CONTRACTOR FURTHER ACKNOWLEDGES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION, UNEMPLOYMENT, WAGE WITHHOLDING OR OTHER BENEFITS, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THE CONTRACT RELATIONSHIP, To the extent Contractor utilizes the service of any employee or other party to perform work hereunder Contractor shall insure that all employment obligations are met including provision of workmen's compensation, unemployment and withholding as legally required.

8. Personal Services. It is understood that the Town enters into the Agreement based on the special abilities of the Contractor and Bryan Ehrlich and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the Town.

9. Acceptance Not Waiver. The Town's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Town under this Agreement or cause of action arising out of performance of this Agreement.

10. Warranty. Contractor warrants that all services performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

11. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. If either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

12. Remedies. In the event a party has been declared in default, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. Except as set forth in Section 14 below, in the event of litigation between the parties under this Agreement, each party shall bear its own attorney fees and costs.

13. Binding Effect. This Agreement, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Promises, undertakings or representations not set forth in this Agreement shall not be binding on the parties.

14. Indemnity/Insurance.

a. The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder. Such duty of indemnification shall extend to all costs incurred by the Town in defense of such claims.

b. The Contractor acknowledges that pyrotechnics are by their nature capable of injury to persons and damage to property. The Contractor shall take all reasonable precautions in performing the work hereunder to prevent injury to persons or damage to property.

c. Without limiting any of the Contractor 's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the Town as an additional insured as required in the attached scope of work a commencing services hereunder, a certificate of insurance from an insurer acceptable to the Town shall be provided before work is undertaken by Contractor prior to May 31, 2019.

15. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement 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:

a. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien; and

2. 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.

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

c. 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.

d. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

1. 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

2. 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.

f. 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.

g. If Contractor violates a provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Agreement. If this Agreement 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.

h. The Town will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the Town terminates the Agreement for such breach.

TOWN OF WELLINGTON, COLORADO

By: [signature]
Ed Cannon
Town Administrator/Clerk

ATTEST:
Cynthia Sullivan, CMC
Deputy Town Clerk

(Seal)

March Olive & Pharo LLC
APPROVED AS TO FORM:
By [signature]
Town Attorney

BEE LAKE PRODUCTIONS LLC
By: [signature]
Bryan Ehrlich
3/8/2019

Bryan Ehrlich
Bryan Ehrlich

Exhibit A
SCOPE OF WORK

1. Weather/Environmental Conditions and Duration of Show:

The Contractor shall provide a Scripted Pyro-musical choreographed for the display. The Contractor will also provide a 20-25 minute historical video presentation for viewing by spectators prior to the display. Video and Audio services will be the responsibility of the Contractor and be engineered to support the viewing and listening of the spectator area. The fireworks display and video display of the same magnitude or a heightened magnitude as in the year prior to this contract, shall commence on **July 4th, 2019 at approximately 9:15 p.m. and continue, uninterrupted for Approximately 45 minutes**, subject the weather and environmental conditions suitable to permit a display. As required by insurance policy, an alternate shoot date will be established between the Town and the Contractor in the event It is mutually understood and agreed, that should inclement weather or environmental conditions (i.e. severe drought conditions) prevent the display on the appointed day, the Town and the Contractor shall immediately postpone the shoot to the prearranged postponement date. It is agreed and understood by the Town and the Contractor that the Contractor will confirm set up with the Town on the day of the event and, thereafter, if the fireworks have been taken out and set up before the inclement weather prevails, then such exhibitions of fireworks must be carried out in the best possible manner without any deductions from the compensation due the Contractor.

Contractor, within 45 days of July 4th shall provide the Town for approval with a menu of fireworks and the intended presentation as well as the video and method of presentation of the video to be provided in conjunction with the event. The Town may object to the presented materials and Contractor will accommodate reasonable requested changes to the proposed presentation.

2. Contractor's Personnel:

a) The Contractor shall furnish trained personnel authorized to serve as their agents in presenting the fireworks displays, The Contractor shall furnish a crew of adequate size, trained in the presentation of fireworks displays to perform all duties necessary for the set-up, presentation, and clean-up of the fireworks display. The Contractor shall appoint a crew foreman, who shall be duly authorized to serve as their agent and make any decision necessary during the set-up, presentation, and clean-up of the fireworks display. The crew shall arrive at least twelve (12) hours prior to the event. Crew members shall not be employees of the Town. Contractor crew members will be insured under Contractor's required insurance and Contractor shall be obligated for all compensation, employment benefits, statutory withholding, including workers compensation as may be required by applicable law.
b) The Town Administrator/Clerk, shall be contacted at least forty-five (45) days prior to the event with the name of the pyrotechnician responsible for shooting the show. It shall be the responsibility of the pyrotechnician to contact the Town Administrator/Clerk at least thirty (30) days prior to the event to discuss any issues that need to be finalized and to obtain approvals from the Town on the day of or immediately prior to the day of the event to proceed.

3. Shooting Site:

The show will be shot from the Thimmig property, located on 6th Street directly east of the Wellington Middle School (the "site"). If the shoot site is deemed unavailable for any reason by either party or AHJ, a new shoot site must be proposed by the Town at least 180 days prior to the event. In the event a suitable and acceptable shoot site is not provided, or a change to the approved shoot site is needed for any reason, causing the cancellation of the event, less than 180 days prior to the event, Town will be responsible for any costs incurred to the Contractor as to the purchase of firework product or supplies and the parties shall arrange for product and supplies purchased by the Town to be turned over to the Town or stored by Contractor.

4. Town Provisions:

The Town will not be obligated to provide labor, material, or equipment to secure the site. Shoot site will be secured by Contractor, with Town's approval and cooperation, as required by approval of the AHJ and the Contractor. Contractor will follow all applicable laws, regulations and policies, including as set forth by Bureau of Alcohol Tobacco, Firearms and Explosives (BATFE) and Colorado Division of Fire Safety (CDFS) as it relates to safety precautions concerning shoot site, display area, fall out area, security boundaries and monitoring of site at all times while 1.3g Class B or 1.4g Professional Class C firework products are on site. Contractor will provide all means to secure the shoot site under these requirements as a part of contract.

5. Police Protection and Permits:

The Contractor is responsible for providing Contactors' security at the shooting site at all times including after equipment has been located to the site. The Contractor must obtain all necessary licensing and permits, including but not necessarily limited to a Public Display of Fireworks Permit and must adhere to the 2012 International Fire Code as adopted with amendments or current issue and NFPA 1123 current edition.

6. Safety Representative:

The Wellington Fire Protection District (the "Fire District") shall act as the Authority Having Jurisdiction (AHJ) to provide safety inspections and oversight. The AHJ will have authority to determine whether the show may be shot and the AHJ may stop the show, including if an AHJ representative determines that the safety of citizens and or the shooters is jeopardized.

7. Safety:

Contractor will strictly comply with all safety requirements and best practices as established by the American Pyrotechnics Guild for the safe and effective performance for shooting a firework display as described here. The show must be a completely electronically-shot show. The Contractor provided shooter shall remain outside the display area perimeter and within the fallout area of the shoot site. Contractor shall also provide a minimum of 4 spotters to monitor the fireworks display area, shooting performance and shell detonation as prescribed by the fireworks manufacturer. Spotters shall position to adequately monitor the show from outside the display site area, and within the fallout area of the shoot site. Only one shell per mortar tube will be allowed. No reloading of tubes will be allowed. In the event of inclement weather, and when determined by the AHJ or the Contractor, mortar tube adjustment for wind direction will be made prior to the start of the show. No one other than the Contractor or Contractor's pyrotechnician crew members will be allowed to handle the shells. Shooters shall wear fire resistant FR rated clothing, or 100% cotton clothing as approved by the NFPA and CDFS. No nylon clothing will be allowed.

8. Set Up:

The display needs to be completely set up, tested, and inspected at least one (1) hours prior to the scheduled commencement time. If the Shoot Site is available, mortar tubes can be set, backfilled, and ready for inspection twenty-four (24) hours prior to the scheduled commencement time.

9. Clean-up:

The Contractor will be responsible for cleanup and policing of the shooting site including the removal of all unexploded fireworks, removal of frames, mortars and other debris left as a result of the shooting of the fireworks display including as provided per National Fire Protection Association Code 1123.

10. Insurance:

a) The Contractor will provide, from insurance companies acceptable to the Town, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the Town with certificates of insurance, in a form acceptable to the Town, showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement. The Town shall approve insurance coverage (the "Insurance Requirement") in writing by March 15, 2019.

   At a minimum Contractor agrees to provide public liability and property damage insurance coverage, including spectator coverage in the amount of $7,000,000 as a total combined coverage from the Contractor ($5,000,000) and the Fireworks Manufacturer ($2,000,000). Contractor shall provide a certificate of insurance to the Town a minimum of 30 days before the event listing the Town and an additional insured on the policy. Additionally, Contractor will not terminate or modify such insurance policy without written notice of such change, two weeks prior to the change. In the event of a claim by the Town, Contractor agrees to pay any deductible under the policy, which deductible shall not be greater than $5,000.

b) The insurance evidenced by this insurance certificate will provide that "the insurance may not be cancelled or materially altered, except after ten (10) days written notice to the Town of Wellington, Colorado."
c) In case of the breach of any provision of the Insurance Requirements, the Town, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the Town may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement. The Town, its officers, agents and employees shall be named as an additional insured on the Contractor 's general liability insurance policies for any claims arising out of work performed under this Agreement.
d) The following minimum Insurance coverage will be provided by Contractor:
   a) Employer's Liability. The Contractor shall maintain during the life of this Agreement for all of the Contractor 's employees engaged in work performed under this agreement:
      i. To the extent required by applicable law, Workers' Compensation insurance with statutory limits as required by Colorado law.
      ii. Employer's Liability insurance with limits of $1,000,000 per accident, $1,000,000 disease aggregate, and $1,000,000 disease each employee.
      iii. Commercial, General, and Vehicle Liability. The Contractor shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of

personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than $1,000,000 combined single limits for bodily injury and property damage.

iv. In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance. All subcontractors shall be approved by the Town and provide proof of workman's compensation to the Town

11. Contract Period:

This Agreement is for one year, unless sooner terminated or extended as herein provided at the option of the Town. Contractor has until January 31st to provide pricing revisions, if any, with documented support of any changes to pricing. The Town can renew the contract by notice after approval of proposal. Written notice of renewal shall be provided to the Contractor and mailed no later than February 28th of each renewal period.

To assist the Town with budgeting of future fireworks displays, Contractor agrees to provide the Town with a 5-year budget forecast for anticipated costs for future years.

12. Misfires:

Contractor agrees that after post-show inspection, any misfire product will be returned to the supplier to be destroyed under the provisions of NFPA 1123. Any product deemed unfired, and in good condition will be reported to the Town and can be stored for use in a later show. Should the Town elect to terminate the contract before the opportunity to use unfired products. Contractor will refund the wholesale cost of the product to the Town.

COBRA FIRING SYSTEM

13. The Town is willing to transfer the ownership of the COBRA FIRING SYSTEM to Contractor for an agreed transfer price to offset from the price of 2019 Proposal for services provided under this contract.

13. Attachments:

Attachment A: Video Presentation and Pyro-musical Display Firework Details
Attachment B: Equipment Detail - Included
Attachment C: Firework Detail - Included
Attachment D: Insurance

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

RE: PROFESSIONAL SERVICES CONTRACT

FIREWORKS DISPLAY

THIS AMEDNMENT to the above referenced contract made between THE TOWN OF WELLINGTON, COLORADO, a Colorado statutory municipality ("Town"), and BEE LAKE PRODUCTIONS, LL C ("Contractor ") established on 12th day of March, 2019.

TO AMEND Section 5 "CONTRACT SUM" to accurately represent current costs to execute services of this contract for the 2020 July 4th Fireworks Display.

The Town shall pay the Contractor a total of $37,000.00 for the services contemplated under this Contract for the Year 2020. The Contractor acknowledges tender of the Town's $29,600 for 2020, or 80% of subsequent contract year proposals as provided by the Contractor, an advance deposit with the execution of this Agreement and by March 15th for each subsequent year of the contract. It is understood that the remaining balance of $7,400.00 for 2020 or 20% of the proposal balance for subsequent years will be paid by the Town no later than July 25, 2020, and by July 25th for subsequent years on satisfactory completion of Contractor's obligations.

Amended and entered into on this _____ day of _____________, 2020.

TOWN OF WELLINGTON, COLORADO

By:______________________________

Ed Cannon
Town Administrator/Clerk

ATTEST:

______________________________ (Seal)
Deputy Town Clerk

APPROVED AS TO FORM:

____
Town Attorney

BEE LAKE PRODUCTIONS, LLC

By:______________________________
Bryan Ehrlich, OWNER

Board of Trustees Meeting

Date:	**February 25, 2020**
Submitted By:	**Tyler Sexton, Finance Director, Bob Gowing, Public Works Director, Dave Myer, Engineer**
Subject:	**Change Order — Cost of Services & Rate Study** • **Staff Presentation:Tyler Sexton, Interim Finance Director**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

The Town has contracted with Woodard and Curran, Inc to do a cost and rate study of the water, wastewater, and storm drainage funds. The original contract amount was for $68,500.00 and this included seven distinct tasks. Outside the original scope of work, we required additional efforts for:

1. Additional research and project analysis associate with North Poudre water shares.
2. Analysis and recommendation for irrigation rate modification.
3. Additional effort to verify water and sewer users.

With these additional items has only allowed for a telecommunication presentation for the final report. Staff believes that due to the sensitivity of this issue an in-person presentation is necessary. This change order will increase the total project cost to $75,310.00 which will need a budget amendment in 2020.

STAFF RECOMMENDATION

Authorize approval of change order 001 in the amount of $6,810.00

ATTACHMENTS

1. 2020.02.20 Wellington Change Order Request Rate Study
2. Wellington 2019 Rate Study Contract SIGNED

TOWN OF WELLINGTON
CHANGE ORDER FORM

February 17, 2020

To:	Town of Wellington ATTN: Dave Myer PE 3735 Cleveland Avenue Wellington, CO 80549 myerdk@wellingtoncolorado.gov	From:	Woodard and Curran, Inc. 225 Union Boulevard, Suite 475 Lakewood, CO 80228 800-426-4262

Change Order No. 001

Project Title	**Cost of Service & Rate Study**
Consultant Name	Woodard and Curran, Inc.
Project Manager	Stacey Hellekson
Consultant Contract No.	0232199.00

Description of Change Order:

Scope changes and additional request have been incurred over the duration of this project and included additional research and projection analysis associated with the North Poudre water shares contract, analysis and recommendation for irrigation rate modification, and extra effort to determine and verify user classifications for the water and sewer users. Budget modifications were suggested for a teleconference call to present the final report to the board to stay within budget, but it has been requested that an in-person meeting would be preferred.

This change order estimates additional costs and labor associated with an in-person board meeting to present additional findings of rate structure scenarios determined during the board meeting held on January 21, 2020. Labor costs include an estimated 16 hours for Toby Fedder and 16 hours for Stacey Hellekson for preparation for meeting presentation, travel, and presentation at the board meeting. Expenses are estimated and will include air fare, vehicle rental, lodging and meals associated with travel for the meeting.

Summary of Change Order Amounts

Manpower	$ 5,040.00
Reimbursable Expenses	$ 1,470.00
Subconsultant(s)	$ 0.00
Total	$ 6,810.00

Approval of a change order associated with the **Cost of Service & Rate Study** for the amount of **$6,810.00 r**esulting in a total budget for the project of $75,310.00

Town of Wellington Project Manager

Date

TOWN OF WELLINGTON
3735 CLEVELAND AVENUE
P.O. BOX 127
WELLINGTON, CO 80549
TOWN HALL (970) 568-3381
FAX (970) 568-9354

COST OF SERVICE AND RATE STUDY OF WATER, WASTEWATER, AND STORM DRAINAGE ENTERPRISE FUNDS

CONSULTANT CONTRACT FOR SERVICES, G/L Nos. 204-80-6012, 205-80-6012, 207-80-6012

Parties: The parties to this Contract are the Town of Wellington, 3735 Cleveland Avenue, Wellington, Colorado 80549 (Town) and Woodard & Curran, Inc., 225 Union Boulevard, Suite 475, Lakewood, Colorado, 80228 (Consultant).

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

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2020. All services shall be completed during this term.

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

<u>Responsibilities of the Consultant:</u>

Scope of Services: The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.

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

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

Draft and Final Reports: The Consultant shall provide to the Town a draft of the report covering all work elements of the project including maps, charts, analyses, narratives, conclusions, and recommendations prior to the publication of any final report no later than the date specified in Attachment A. The Town will respond with comments to the Consultant, and the Consultant will address the Town's comments in the final report. The final report shall be submitted to the Town by the date specified in Attachment A.

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

Subcontracts:

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

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

<u>Responsibilities of the Town:</u>

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

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

<u>General Provisions:</u>

Amendments: Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument executed by all parties to this Contract.

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

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

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

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

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

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

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

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

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

Entirety of Contract: This Contract, consisting of eleven (11) pages inclusive of Attachment A and Attachment B, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

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

Indemnification: The Consultant agrees to indemnify, save harmless, and 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 Consultant's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

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

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

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

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

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

(iii) Professional Liability or Errors and Omissions Liability Insurance: The Consultant shall maintain professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Consultant's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as stated below. The policy shall have an extended reporting period of two (2) years.

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

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

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

Insurance Requirements:

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

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

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

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

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

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

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

Limitation of Liability: Neither party shall be responsible or liable to the other for special, indirect or consequential damages. The total aggregate liability of the Consultant to the Town or anyone claiming through the Town for any and all claims whatsoever arising out of this Contract shall not exceed the total applicable insurance proceeds paid to the Consultant by its insurers up to the amount of the specified insurance policy limits set forth in this Contract.

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

Ownership of Documents and Information: The Town owns all documents, data compilations, reports, computer programs, photographs, drawings, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services for any reason and payment to Consultant, the Consultant agrees to return all such original and derivative information and documents to the Town in a useable format. Any use or reuse other than for the purposes set forth herein shall be at the Town's sole risk and liability.

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

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

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

Termination of Contract: This contract may be terminated with cause by either party in advance of the specified termination date upon written notice being provided by the other party. 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 the other party.

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

(i) As of the date of this Contract:

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

(b) Consultant has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.

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

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

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

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

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

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

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

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

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

<u>Project Requirements:</u>

Computer Models, Statement of Assumptions, Project Work File: If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Town for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Town in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. User manuals shall be submitted to the Town that provides complete documentation of computer programs developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the program(s). The computer programs and spreadsheets (written and digital forms) are due on the same date as the final report.

To facilitate the Town's accurate evaluation of the Consultant's work product, computations, conclusions and recommendations, the Consultant shall: (i) Include in the final report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that chapter; and, (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Town and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.

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

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

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

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

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Payment and Billing:

Reimbursement of Expenses: The Town agrees to pay the Consultant an amount based on the approved hourly rates and reimbursable expenses price schedules shown in Attachment B for the services described in Attachment A and incorporated by reference as part of this Contract. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel. Total payment under this Contract shall not exceed sixty eight thousand five hundred dollars and no cents ($68,500.00).

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

Task		Estimated Cost
Task 1.	Scoping and Project Meetings	$ 7,500.00
Task 2.	Information Review	$ 5,000.00
Task 3.	Cost of Service Analysis	$ 11,500.00
Task 4.	Rate Design	$ 12,500.00
Task 5.	Financial Model	$ 10,000.00
Task 6.	Preliminary Report and Presentation	$ 12,500.00
Task 7.	Final Report and Presentation	$ 9,500.00
Total Project Cost		**$ 68,500.00**

Billing Statements and Monthly Progress Reports: Billing statements shall be submitted no more often than monthly, on or before the 10th calendar day of each billing month, for activities and costs accrued since the last billing report and shall be made on forms approved in advance by the Town. Each billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The Consultant shall submit a brief monthly progress report outlining the project status, progress, and activities within the billing period, regardless of whether a billing statement is submitted, on or before the 10th calendar day of each month. The monthly progress report may be used as the justification for the billing statement if all cost items covered in the billing statement are addressed in the progress report.

Payment Procedures: The Town shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks 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 forty-five (45) days following receipt of billing.

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

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

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

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Signatures:

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

TOWN OF WELLINGTON

E Cannon	5/1/19
Signature	Date
EDWARD CANNON	TOWN ADMINISTRATOR
Printed Name	Title
DAVID K. MYER	970-568-0447 myerdk@wellingtoncolorado.gov
Primary Contact Printed Name	Contact Info. (email, phone, etc.)
D K Myer	5/1/19
Witness Signature (if required)	Date
DAVID K. MYER	ENGINEER II
Printed Name	Title

WOODARD & CURRAN, INC.

Karl Kasper	4/25/19
Signature	Date
KARL KASPER	SVP
Printed Name	Title
Susan Pilgram cell= 303-652-7139	spilgram@woodardcurran.com
Primary Contact Printed Name	Contact Info. (email, phone, etc.)
Stacey Hellekson	4/25/2019
Witness Signature (if required)	Date
Stacey Hellekson	PM
Printed Name	Title

Project Description:

This project involves conducting a comprehensive cost of service and rate study of water, wastewater, and storm drainage enterprise funds for the Town of Wellington (Town). The Town owns and operates a water treatment plant, water distribution system, wastewater collection system, wastewater treatment plant, and stormwater drainage system. The Town desires to have its rates and rate structure, including impact fees (tap, raw water contribution, plant investment, storm drainage) for these utility systems, reviewed, evaluated, and updated. Refer to the Request for Proposal for additional information.

Scope of Services:

Task 1. Scoping and Project Meetings

A scoping meeting shall be held early in the project schedule to familiarize all parties with the scope of the project as well as obtain and provide input and information to and from the Town. The meeting will be used to discuss study objectives and other project management items. The scoping meeting location and time shall be coordinated with the Town Finance Director.

Additional project meetings may be conducted to facilitate project activity coordination and to keep the Town staff and all affected parties informed of progress. The Consultant should expect to hold several informal meetings with Town staff during the course of the study. The Consultant shall be responsible for setting and conducting all meetings in coordination with the Town Finance Director. The Consultant shall prepare all needed materials, provide materials to the Town Finance Director in advance of the meetings, and prepare all meeting records.

Task 2. Information Review

The Consultant shall collect and review existing water, wastewater, and storm drainage rates and develop a general familiarity with the Town's utility billing system as well as review financial and other pertinent information needed to complete the study. The Town will provide past relevant studies, analyses, and data sets that are available. The review and data gathering will be performed to provide the Consultant with a full understanding of the revenue generation success and/or limitations of the existing rate structure, including developing knowledge of the current and past account balances of various accounts within the water, sewer and storm drainage utility funds. The Consultant shall coordinate with the Town to identify and determine other data which may need to be collected for review.

Task 3. Cost of Service Analysis

The cost of service (COS) analysis involves the allocation of costs to the Town's various customer classes served (residential, commercial, etc.) corresponding to the level of service provided. The COS analysis should provide justification explaining the manner in which costs are assigned. Revenue requirements should be developed as the basis for the COS analysis and can include the amount of revenue required to meet annual expenditures such as operating, capital, changes in reserves, debt service, etc. The Consultant shall customize the analysis to account for the Town's specific requirements and shall base its cost allocation process on the industry standard methodologies published by the AWWA's "Manual M1, Principles of Water Rates, Fees, and Charges" and the WEF's "Manual of Practice No. 27, Financing and Charges for Wastewater Systems" or other methodologies as approved by the Town.

The Consultant shall conduct a complete evaluation of the Town's existing water and wastewater impact fees, including its methodologies and fee structure, compare those to industry-accepted methodologies, and provide a recommendation on what approach will best meet the Town's needs. These fees should recover the costs of capacity required to serve new customers as well as growth related costs at the time a new tap is requested. These costs should include in-place capital improvement plans which may be identified in the Town's master planning process, including water and wastewater treatment facilities and other anticipated major water, sewer, and storm drainage projects.

The primary goal of this task is a full assessment of the foreseeable operational, debt service, capital renewal and any other expenses will be funded through utility operations. The assessment cost categories that will be reviewed in include:

- Labor cost assessment – current agreements with contractual increases
- Expense cost assessment – current and projected
- Development of an up-to-date debt service schedule
- Inclusion of future debt service expectations
- Inclusion of capital improvement costs
- Current and future environmental regulations
- Current and future growth and capacity
- Review of asset depreciation practices

To evaluate the impacts of establishing new revenue streams, the Consultant will use long established procedures to evaluate the costs the utility bears in providing services to its various classes of customers. To accomplish this, the Consultant will complete a customer class COS assessment using the AWWA's industry standard "Base-Extra Capacity" method. This method of cost allocation can provide valuable insight on the actual costs to a utility associated with the provision of fire suppression and customer service costs.

Overall, the assessment should result in a well-defined understanding of current and future costs of service associated with the Town's water, sewer and storm drainage funds with a more fully developed understanding of the cost of providing water, sewer and storm drainage services to its different classes of customers. This assessment will categorize the different expenses as either fixed costs (which will not vary based upon system demands) or variable costs such as electrical usage and water purchases, which will vary from year to year. Projections will be made through Fiscal Year 2029.

Once the COS is defined, the Consultant will complete a consumption assessment. This assessment will evaluate the variables which play into the reliability and durability of the various revenue streams. The outcome of the consumption assessment will provide a detailed baseline understanding of the Town's water, sewer, and storm drainage funds' current manner of generating revenues and will be included in the rate model to provide financial projections. The following revenue streams may be assessed as applicable to the current revenue generation model of the Town:

- Billed consumption assessment – current and projected future including an evaluation of demand trends in the utility's user base.
- Water, Sewer and Storm Drainage Fee Revenues – current and projected future.
- Pretreatment Charges.
- Lien Revenues – current practices and evaluation of future practices if changes to current lien practices are under consideration.
- Lease Revenues – current and projected future.
- Public and Private Fire Protection Charges.

Task 4. Rate Design

This task involves the design of water, sewer, and storm drainage rates to collect the desired level of revenues based on the results of the revenue requirements, the COS analysis, and to meet the Town's financial and capital improvement requirements. The Consultant should identify the volume (variable) and customer-related (fixed) costs to be recovered through rates. Water volume-related costs recover the costs to treat, store, and distribute water to customers. Sewer-related costs recover the costs to collect, treat, and discharge treated wastewater. Customer-related costs typically include meter reading, maintenance, and administrative costs. For all the utilities, the Consultant shall develop a typical bill survey for the Town's existing and proposed rate structures and compare those to surrounding communities.

The Consultant may utilize existing customer categories to track and discern trends or to allocate different costs of service to categories. Rate structure options for residential and commercial customers should be examined in terms of promoting water conservation by using seasonal rates, tiered rates, or a combination thereof. Separate rates for irrigation water usage and surcharge rates for wastewater customers based on

BOD or TSS concentration shall also be considered. The Town's bulk water sales station shall be examined in terms of its fees, function, operational costs, and location.

Once the COS is defined and the revenue requirements are projected, the Consultant shall review alternate rates and charges. These rates and charges will be based on discussions with the Town staff and may include new fixed revenue sources, new base charges, service fees and metered rate alternatives. During the rate design process, the Consultant shall review the impact issues for each of the customer classes (residential, multi family, commercial, non-residential, etc.). The rate design shall ensure that water, sewer and storm drainage rates generate adequate revenues and reflect the true cost of providing services and that the costs are recovered equitability from each of the customer classes.

Task 5. Financial Model

This task will be completed in parallel with preceding tasks and involves the creation of a financial model for the Town to help forecast costs, revenues, and rates as related to the water, sewer, and storm drainage facilities. The financial model shall be used to evaluate the projections of rates and other revenues and their ability to meet annual expenditures while meeting debt service coverage and reserve targets. In preparation of model development, the Consultant should review and project customer billing data, develop rate revenue projections, identify the timing and level of bond issues, and project budgeted operating and capital expenditures. Building on any of the Town's existing water, sewer, and storm drainage financial planning models, a minimum 10-year planning horizon shall be assumed for each utility.

The structure of the financial model should allow users to conduct what-if scenarios using an easy to manage interface. The model shall be inclusive of items such as the projection of accounts, usage, and rate revenue; grants and bonds; debt service; operating expenses; capital expenditures; and, rate revenue adjustments. The model may include cash flow charts, capital spending, annual revenue adjustments, or other parameters required by the Town. The Consultant shall include training of Town staff in the use of the financial modeling package or software.

The Consultant shall construct a detailed, user-friendly water, sewer, and storm drainage rate model based upon the following:

- The current and future costs of service through 2029.
- The current and future trends for revenue generating metrics through 2029.
- An alternate rate model that may be used in Colorado for revenue generation. Upon consultation with the Town, this model may include the following:
  - Variable and fixed charge rates for different customer classes;
  - Variable minimum quarterly consumption model;
  - Multi-tier or seasonal volumetric rates;
  - Evaluation of current service charges; or
  - Other rate options the Town may wish to explore.

Once the rate model is constructed, it will be loaded with a set of "initial conditions" based upon the Consultants best understanding of the Town's objectives. When complete, the Consultant will coordinate a meeting with Town staff. During this meeting, the various rate structures will be assessed, and the impacts of different policies understood.

Task 6. Preliminary Report and Presentation

The Consultant shall submit four (4) hard copies of a preliminary report describing the results of work completed in this study and a tentative rate structure no later than October 25, 2019. One (1) CD or USB drive copy containing the preliminary report in Adobe Acrobat (PDF) format will also be provided. The PDF version shall be assembled into one stand-alone file and be exactly the same version as the hard copies.

After submittal of the preliminary report, the Consultant shall present the preliminary findings of the study to the Town Board at a date to be coordinated with the Town Finance Director. Information and materials to be presented at the public meeting shall be developed by the Consultant after coordination with the Town Finance Director.

The Preliminary COS Rate Study report shall document the outcomes of the tasks outlined above and provide a reference document for the water, sewer and storm drainage funds going forward. Specifically, the report will provide the following information:

- A description of the current and proposed future rate structures.
- A description of the reasoning for the proposed future rate structure, including any proposed changes to the current service charges.
- A detailed evaluation of the impacts of the proposed water and sewer rates upon the various user classes within the Town.
- A projection of the revenue generation characteristics for each of the components of the rate structure.
- A comparison of the expected revenue generation.

Overall, the three steps of the preliminary report generation process will consist of the following:

- Preliminary draft report based upon the consensus reached at the meeting with the Town.
- Presentation of the preliminary findings of the costs of service study to the Town Board.
- Review and acceptance of comments from the Town.

Task 7. Final Report and Presentation

After incorporation of the Town's review comments from both the preliminary report and presentation, the Consultant shall submit eight (8) hard copies of the final report and rate structure no later than January 3, 2020. Two (2) CD or USB drive copies containing the final report in Adobe Acrobat (PDF) format will also be provided. The PDF version shall be assembled into one stand-alone file and be exactly the same version as the hard copies. The Consultant shall also provide original source file format of the electronic financial model (in Excel) for the Town and provide training to Town staff on the use of the model.

The Consultant shall attend and present the final findings of this study to the Town Board, at a date and time to be coordinated with the Town Finance Director. Information and materials to be presented at the public meeting shall be developed by the Consultant after coordination with the Town Finance Director.

The Consultant shall coordinate with the Town to arrange an on-site training of the financial model with appropriate Town Staff. This training will be directed towards ensuring that the Town has the ability to use the model's built-in tools for assessing changes from the projections which come out of the rate study. The Consultant will demonstrate the use of check-box and pull-down menus options within the model and will review the options for making changes to the financial portions of the model which affect rate requirements. This training may occur over multiple days or all at once depending on the Town's requirements.

Standard Category Rates
Woodard & Curran

Effective January 2019

(USD)

TITLE / CATEGORY	HOURLY RATE
Senior Project Manager / Senior Principal	$225.00
Technical Manager / Program Manager	$165.00
Project Manager / HSE Manager	$150.00
Senior Project Engineer	$140.00
Project Engineer / Scientist / Senior Designer	$125.00
Engineer / Scientist	$110.00
CADD Draftsman	$110.00
Project Administrator	$68.00
Clerical	$62.00
Other Direct Costs	
Subcontractor Mark-up	10%
Travel including air fare, vehicles, taxi, etc.	Cost
Subsistence costs	Current U.S. CONUS Rate
Vehicle Usage	$0.58 per Mile
All other direct costs and project consumables	Cost + 10%

Treasurer Financial Report – January 2020

TOWN OF
WELLINGTON

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund

The new monthly Town's Treasurer Report uses the existing monthly financial report prepared by the Finance Department and provides a budget comparison based on the annual total budget amount for the revenues, expenditures, and the monthly amount.

(All figures Unaudited)	1/31/2020 ACTUAL	12/31/2020 BUDGET	1/31/2020 YTD	YTD % Change
Revenues				
Taxes and Impact Fees	275,343	3,609,779	275,343	8%
Licenses and Permits	59,345	501,560	59,345	12%
Intergovernmental	516	3,690	516	14%
Charges for Services	5,248	101,927	5,248	5%
Fines and Forfeitures	367	11,719	367	3%
Earnings and Investments	11,321	179,161	11,321	6%
Miscellaneous	5,832	14,695	5,832	40%
Total Revenue	357,972	4,422,531	357,972	8%
Transfers In				
General Fund	201,764	2,421,173	201,764	8%
Total Transfers In	201,764	2,421,173	201,764	8%
Expenditures				
Current:				
General Government	205,589	2,535,579	205,589	8%
Public Safety	3,579	1,466,817	3,579	0%
Public Works	82,360	1,514,049	82,360	5%
Parks and Recreation	-	90,910	-	0%
Economic Development	28,106	261,910	28,106	11%
Library	20,398	203,340	20,398	10%
Capital Outlay	266,562	1,541,000	266,562	17%
Total Expenditures	606,595	7,613,605	606,595	8%
Excess of Revenue over Expenditures	(46,858)	(769,901)	(46,858)	
Fund Balance at Beg (Estimated)	5,551,060	5,551,060	5,551,060	
Fund Balance at End (Estimated)	5,504,202	4,781,159	5,504,202	115%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Parks Fund

(All figures Unaudited)	1/31/2020 ACTUAL	12/31/2020 BUDGET	1/31/2020 YTD	YTD % Change
Revenues				
Taxes and Impact Fees	134,295	1,337,037	134,295	10%
Charges for Services	4,666	109,599	4,666	4%
Earnings and Investments	3,287	35,000	3,287	9%
Miscellaneous	-	-	-	0%
Total Revenue	142,248	1,481,636	142,248	10%
Transfers In				
Conservation Trust	-	200,000	-	0%
Total Transfers In	-	200,000	-	0%
Expenditures				
Current:				
Parks and Recreation	137,695	1,014,679	137,695	14%
Capital Outlay	-	333,000	-	0%
Debt Service:				
Principal	19,456	225,881	19,456	9%
Interest	2,999	43,579	2,999	7%
Total Expenditures	160,150	1,617,139	160,150	10%
Transfers Out				
Transfer to General Fund	27,847	334,162	27,847	8%
Total Transfers Out	27,847	334,162	27,847	8%
Excess of Revenue over Expenditures	(45,749)	(269,665)	(45,749)	
Fund Balance at Beg (Estimated)	2,484,872	2,484,872	2,484,872	
Fund Balance at End (Estimated)	2,439,123	2,215,207	2,439,123	110%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Conservation Trust Fund

(All figures Unaudited)	1/31/2020 ACTUAL	12/31/2020 BUDGET	1/31/2020 YTD	YTD % Change
Revenues				
Intergovernmental	-	92,000	-	0%
Earnings and Investments	949	9,500	949	10%
Total Revenue	949	101,500	949	1%
Transfers Out				
Transfer to Park Fund	-	-	-	0%
Total Transfers Out	-	-	-	0%
Excess of Revenue over Expenditures	949	101,500	949	
Fund Balance at Beg (Estimated)	479,190	479,190	479,190	
Fund Balance at End (Estimated)	480,139	580,690	480,139	83%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Water Fund

(All figures Unaudited)	1/31/2020 ACTUAL	12/31/2020 BUDGET	1/31/2020 YTD	YTD % Change
Operating Revenues				
Charges for Services	134,744	2,097,382	134,744	6%
Miscellaneous	-	-	-	0%
Total Operating Revenue	134,744	2,097,382	134,744	6%
Operating Expenses				
Admimistrative	75,723	908,674	75,723	8%
Operating	36,097	2,226,170	36,097	2%
Depreciaton	-	-	-	0%
Total Operating Expenses	111,820	3,134,844	111,820	4%
Operating Income (Loss)	22,924	(1,037,462)	22,924	-2%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	-	85,593	-	0%
Earnings on Investments	27,680	371,046	27,680	7%
Interest Expense	(228,798)	(480,306)	(228,798)	48%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	(201,118)	(109,260)	(201,118)	184%
Income (Loss) Before Transfers & Contributions	(178,195)	(1,146,722)	(178,195)	
Capital Contributions	326,802	4,466,601	326,802	7%
Changes in Net Position	148,607	3,319,879	148,607	4%
Net Position Beg (Estimated)	35,744,566	35,744,566	35,744,566	100%
Net Position End (Estimated)	35,893,173	39,064,445	35,893,173	92%
Fund Balance Beg (Estimated)*	18,032,137	18,032,137	18,032,137	
Change**	(354,792)	(2,615,922)	(354,792)	
Fund Balance End (Estimated)	17,677,345	15,416,215	17,677,345	

*Fund Balance is broken out into two categories:

Tap Fees $7,875,998

Raw Water Fees $10,156,139

**Adds in non cash items and loan principal payments

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Sewer Fund

(All figures Unaudited)	1/31/2020 ACTUAL	12/31/2020 BUDGET	1/31/2020 YTD	YTD % Change
Operating Revenues				
Charges for Services	111,718	1,327,389	111,718	8%
Total Operating Revenue	111,718	1,327,389	111,718	8%
Operating Expenses				
Admimistrative	46,110	553,319	46,110	8%
Operating	37,335	783,772	37,335	5%
Depreciaton	-	-	-	0%
Total Operating Expenses	83,445	1,337,091	83,445	6%
Operating Income (Loss)	28,272	(9,702)	28,272	-291%
Non - Operating Revenues (Expenses)				
Earnings on Investments	14,804	163,386	14,804	9%
Interest Expense	(53,431)	(133,521)	(53,431)	40%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	(38,627)	29,865	(38,627)	-129%
Income (Loss) Before Transfers & Contributions	(10,354)	20,163	(10,354)	
Capital Contributions	142,500	1,944,000	142,500	7%
Changes in Net Position	132,146	1,964,163	132,146	7%
Net Position Beg (Estimated)	21,901,894	21,901,894	21,901,894	100%
Net Position End (Estimated)	22,034,040	23,866,057	22,034,040	92%
Fund Balance Beg (Estimated)	10,057,413	10,057,413	10,057,413	
Change*	(14,970)	224,008	(14,970)	
Fund Balance End (Estimated)	10,042,443	10,281,421	10,042,443	

*Adds in non cash items and loan principal payments

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Storm Drainage Fund

(All figures Unaudited)	**1/31/2020 ACTUAL**	**12/31/2020 BUDGET**	**1/31/2020 YTD**	**YTD % Change**
Operating Revenues				
Charges for Services	46,403	589,002	46,403	8%
Total Operating Revenue	46,403	589,002	46,403	8%
Operating Expenses				
Admimistrative	9,840	118,080	9,840	8%
Operating	690	414,446	690	0%
Depreciaton	-	-	-	0%
Total Operating Expenses	10,530	532,526	10,530	2%
Operating Income (Loss)	35,872	56,476	35,872	64%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	22,137	236,024	22,137	9%
Earnings on Investments	1,496	20,558	1,496	7%
Total Non-Operating Revenues (Expenses)	23,633	256,582	23,633	9%
Income (Loss) Before Transfers & Contributions	59,506	313,058	59,506	
Capital Contributions	-	-	-	0%
Changes in Net Position	59,506	313,058	59,506	19%
Net Position Beg (Estimated)	3,913,099	3,913,099	3,913,099	100%
Net Position End (Estimated)	3,972,605	4,226,157	3,972,605	94%
Fund Balance Beg (Estimated)	1,026,448	1,026,448	1,026,448	
Change*	(87,610)	(303,241)	(87,610)	
Fund Balance End (Estimated)	938,838	723,207	938,838	

*Adds in non cash items and loan principal payments

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Capital Projects Fund

(All figures Unaudited)	1/31/2020 ACTUAL	12/31/2020 BUDGET	1/31/2020 YTD	YTD % Change
Transfers				
Transfers In	266,562	23,050,813	266,562	1%
Total Transfers In	266,562	23,050,813	266,562	1%
Capital Projects				
Down Town Master Plan	-	75,000	-	0%
Property Acquisition	266,562	350,000	266,562	76%
Comprehensive Plan/Land Use Update	-	150,000	-	0%
Town Hall Space Needs Assessment	-	770,000	-	0%
Economic Development Study	-	80,000	-	0%
Recreation Center feasibility study	-	50,000	-	0%
Old Town Street Repairs	-	449,440	-	0%
Newer Subdivison Seal Coat	-	67,416	-	0%
I-25 Interchange at Cleveland 30% Design	-	333,333	-	0%
Pavement Study	-	40,000	-	0%
Water Plant Expansion Construction and Construction Management	-	13,730,780	-	0%
Emergency Power for Main Water Treatment Plant	-	212,000	-	0%
Tank Coating	-	20,000	-	0%
Redundancy for Pumps to Water Tower Storage	-	50,000	-	0%
Wilson Well Improvements	-	480,000	-	0%
Bulk Water Dispenser	-	60,000	-	0%
3 Chemical Chlorine Dioxide	-	160,000	-	0%
Improved Carbon Feed System	-	70,000	-	0%
Fire Hydrant Replacement	-	60,000	-	0%
Distribution System Master Plan	-	125,000	-	0%
Buffalo Creek Booster Station Upgrade	-	40,000	-	0%
Distribution System Rehabilitation Project	-	200,000	-	0%
Nano Plant Expansion	-	47,513	-	0%
Back-Up MGD Pump	-	60,000	-	0%
Bulk NaOH and Antiscalant	-	30,000	-	0%
Clearwell HS Pump Upgrage	-	25,000	-	0%
Water Source Development	-	3,046,126	-	0%
WWTP Pumps	-	16,674	-	0%
Clarifier Rehabilitaion Project	-	523,062	-	0%
WWTP Driveway Paving	-	135,000	-	0%
WWTP Masterplan	-	185,000	-	0%
WWTP Shed at Effluent Outfall	-	8,000	-	0%
WWTP Clarifier 3&4 rehabilitation project	-	110,000	-	0%
Manhole Rehab	-	80,000	-	0%
WWTP Clarifier Repairs (Tobrow)	-	36,000	-	0%
Lift Station - Safety Upgrade	-	30,000	-	0%
WWTP Blower/Digester Project	-	63,500	-	0%
Old Town Street Rehab	-	56,180	-	0%
Storm Drain & Pan Replacements	-	30,000	-	0%
Master Storm Water Plan	-	127,200	-	0%
Parks Master Plan Update	-	40,000	-	0%
Trail Easement acquisition	-	50,000	-	0%
Phase 1 Trail Construction Cleveland to Washington	-	40,000	-	0%
WCP Ballfield Covers	-	40,000	-	0%
Parks - NPIC Lateral Improvements at BNSF Crossing	-	34,000	-	0%
Pedestrian Access over Windsor Ditch	-	80,000	-	0%
Equipment Shed at Wellington Community Park	-	14,000	-	0%
Pave Existing Trails	-	20,000	-	0%
Town Automobile	-	60,000	-	0%
Vehicle Replacement	-	60,000	-	0%
Pot Hole Machine	-	50,000	-	0%

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balance
Capital Projects Fund

(All figures Unaudited)	1/31/2020 ACTUAL	12/31/2020 BUDGET	1/31/2020 YTD	YTD % Change
Membranes for Nano	-	56,589	-	0%
1000 Gallon Pressure Tank	-	15,000	-	0%
Backup Generator - Lift Station	-	135,000	-	0%
EV Charging Station	-	15,000	-	0%
Midrange Dump Truck	-	159,000	-	0%
Total Capital Expenses	266,562	23,050,813	266,562	1%
Changes in Net Position	-	-	-	0%
Fund Balance End (Estimated)	-	-	-	0%

Town of Wellington
Checks Paid
01-15-2020 to 02-15-2020

Check Issue Date	Payee	Description	Amount
1/16/2020	Check on Demand	GARY HOOLEY HEATING & AIR	156.75
1/16/2020	Check on Demand	HARTFORD CONSTRUCTION, LLC	109,525.00
1/29/2020	Utility Management	1409 ELIZABETH LLC BLDG #4	722.99
1/29/2020	Utility Management	1409 LLC	609.84
1/29/2020	Utility Management	BECKER, EDWARD, SANDRA	94.51
1/29/2020	Utility Management	C B SIGNATURE HOMES LLC	72.87
1/29/2020	Utility Management	CARVER, CHACE	64.00
1/29/2020	Utility Management	CASTANEDA, MINDY	53.62
1/29/2020	Utility Management	CASTANEDA, SUSANA	91.18
1/29/2020	Utility Management	CB SIGNATURE HOMES LLC	81.40
1/29/2020	Utility Management	CRESCENT LLC/1101 FOREST LLC	53.91
1/29/2020	Utility Management	DAN THOMAS	77.87
1/29/2020	Utility Management	DAVIS, KATIE	36.99
1/29/2020	Utility Management	DeOTTE, ROBERT	58.12
1/29/2020	Utility Management	DINKELMAN, BRYCE/WHITNEY	54.68
1/29/2020	Utility Management	DR HORTON	168.23
1/29/2020	Utility Management	DR HORTON	110.33
1/29/2020	Utility Management	DUDLEY, JULIE	98.53
1/29/2020	Utility Management	GATEWAY HOMES OF COLORADO	77.75
1/29/2020	Utility Management	GATEWAY HOMES OF COLORADO	72.10
1/29/2020	Utility Management	GATEWAY HOMES OF COLORADO	66.12
1/29/2020	Utility Management	GATEWAY HOMES OF COLORADO	158.81
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	89.24
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	56.00
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	8.71
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	123.51
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	124.96
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	132.34
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	109.33
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	109.69
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	106.33
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	113.33
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	120.33
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	122.69
1/29/2020	Utility Management	HARTFORD CONSTRUCTION LLC	128.33
1/29/2020	Utility Management	JACK BRINKHOFF	55.90
1/29/2020	Utility Management	KEMP PETERSON PROPERTIES, LLC	135.28
1/29/2020	Utility Management	KIEFER, ANITA/RANDALL	29.88
1/29/2020	Utility Management	KINDT, MELISSA	87.87
1/29/2020	Utility Management	MORTON, ERICCA	29.48
1/29/2020	Utility Management	NUTT, JAMES	83.60
1/29/2020	Utility Management	SAGE HOMES LLC	7.71
1/29/2020	Utility Management	SAGE HOMES LLC	90.55
1/29/2020	Utility Management	SAGE HOMES LLC	75.75
1/29/2020	Utility Management	SAGE HOMES LLC	109.33
1/29/2020	Utility Management	SAGE HOMES LLC	113.33
1/29/2020	Utility Management	SAGE HOMES LLC	190.23
1/29/2020	Utility Management	SHEAFOR, BRADFORD/ASHTON	16.89
1/29/2020	Utility Management	SMARTT, MICHAEL/MABEL	216.88
1/29/2020	Utility Management	SMITH, TRACY	76.19
1/29/2020	Utility Management	STERLER, WAYNE	17.18
1/29/2020	Utility Management	STROBL, SARAH/BRAD	127.03
1/29/2020	Utility Management	ZIESLER, DENNIS/DARBI	59.00
1/15/2020	FIRST NATIONAL BANK OMAHA	LUNCH WITH ELECTIONS CONSULTANT	- V
1/17/2020	Jive Communications Inc	Town Phone Bill	703.24
1/17/2020	TDS	Internet Bill at 3815 Harison Ave	149.95
1/31/2020	BLACK HILLS ENERGY	Town Utility Bills	1,602.23
1/31/2020	CENTURYLINK	Town Internet - Feb 2020	212.73
1/31/2020	GUARDIAN	Coverage 02/01/20 to 02/29/2020	5,596.05
1/31/2020	HealthEZ	Health Insurance Premiums Feb 2020	34,917.34
1/31/2020	PITNEY BOWES INC.	New Postage Reader	320.99
1/31/2020	POUDRE VALLEY REA	Town Utility Bills	5,490.91
1/31/2020	RISE BROADBAND	Town Internet for 02/10/20-03/09/20	208.76
1/31/2020	XCEL ENERGY	Town Utility Bills	1,093.11
1/31/2020	SMART DOCUMENT MANAGEMENT, LLC	Confidential Document Shredding Service	20.00

Check Issue Date	Payee	Description	Amount
1/31/2020	ALLSTATE	All State Premiums Feb 2020	546.79
1/31/2020	XCEL ENERGY	Town Utility Bills	10,232.95
1/31/2020	TDS	Internet at 3735 Cleveland & 3800 Wilson	259.85
2/10/2020	FIRST NATIONAL BANK	Feb Park Loan Payment	22,454.99
2/11/2020	GUY HALLIGAN	2020 ANNEX RENTAL	(14,150.00) V
1/16/2020	ABLAO LAW LLC	2020 MUNICIPAL COURT BLANKET PO	750.00
1/16/2020	AIR COMFORT, INC.	Emergency Service Call at PW Admin Office	448.41
1/16/2020	ALLIANT INSURANCE SERVICES, INC-NPB MAIN	INV 1258311, AUTO/PKG/UMBRELLA PREMIUMS	114,198.00
1/16/2020	TRAINING SERVICES	First Aid/CPR/AED Training	3,250.00
1/16/2020	BUFFALO CREEK SUBDIVISION AT WELLINGTON	Buffalo Creek Pump Electricity	183.30
1/16/2020	CARNES SERVICE	Traffic Control for Xmas Parade	4,000.00
1/16/2020	CASELLE, INC.	2020 SUPPORT/MAINT/UPGRADES	6,231.40
1/16/2020	CINTAS	Streets First Aid Restock	186.79
1/16/2020	CINTAS CORPORATION	UNIFORM SPLIT	350.00
1/16/2020	CITY OF FORT COLLINS	Ice Buster for Unexpected Snow Storm	2,919.75
1/16/2020	CMJA	2020 MEMBERSHIP DUES-ABLAO	120.00
1/16/2020	COBRAHELP	Monthly billing	26.00
1/16/2020	COLORADO ANALYTICAL LAB	WWTP Testing	1,331.00
1/16/2020	COLORADO LIBRARY CONSORTIUM	2020 SHOUTBOMB MAINTENANCE	4,941.00
1/16/2020	COLORADOAN	Liquor license notice for Ridleys	622.69
1/16/2020	DANA KEPNER	333 - 3/4" Meters	26,273.50
1/16/2020	DPC INDUSTRIES, INC	Chemical Container Rental Fee	1,957.50
1/16/2020	DYNAMIC IMAGE	No Pets Allowed" Signs for Ballfields/Parks"	412.00
1/16/2020	EARTH ENGINEERING CONSULTANTS, LLC	Concrete Testing for Clarifier Rehab at WWTp	648.00
1/16/2020	EON OFFICE	DECEMBER UB ENVELOPE ORDER	402.50
1/16/2020	FIRST ADVANTAGE LNS OCC. HEALTH SOLUTION	Random drug tests for DOT and non DOT	186.10
1/16/2020	GALLOWAY & COMPANY, INC	Cemetary Survey	3,461.76
1/16/2020	HACH CO.	WTP Turb Flow Replacemnet	2,034.84
1/16/2020	INTERSTATES CONSTRUCTION SRVCS	Wilson Wells improvement	23,069.70
1/16/2020	JACOBS ENGINEERING C/O BANK OF AMERICA	WWTP Masterplan	11,605.64
1/16/2020	L.C. SALES TAX ADMINISTRATOR	Less 3 1/3% Vendor Fee	5,096.44
1/16/2020	MARC CORP	Ice Melter Roadbase	1,443.46
1/16/2020	MARCH, OLIVE & PHARRIS, LLC	GENERAL BUSINESS	10,951.70
1/16/2020	MOUNTAIN VIEW RANCH HOA	Annual HOA Dues	250.00
1/16/2020	NEW IPT, INC	FIELD EVALUATION	1,925.00
1/16/2020	NORTHERN COLORADO SPORTS OFFICIALS	January 2020 NCSO Admin fees	625.00
1/16/2020	OCCUPATIONAL HEALTH CENTERS	Random drug testing after accident.	84.50
1/16/2020	OMNISITE	Annual WWTP Wireless Monitoring	384.00
1/16/2020	OVERDRIVE	2020 LIBRARY PARTICIPATION	3,000.00
1/16/2020	POLAR GAS INC	Propane WTP Utility	2,050.92
1/16/2020	POSITIVE COACHING ALLIANCE	Annual PCA Workshop Partnership	3,137.00
1/16/2020	POUDRE SCHOOL DISTRICT	Youth basketball gym rental fees	2,172.00
1/16/2020	STANTEC CONSULTING INC.	WTP Improvement Professional Services	1,859.00
1/16/2020	TIMBERLINE ELECTRIC & CONTROL CORP.	Emergency Dial In SCADA reporting for WWTP	285.00
1/16/2020	UNCC	Sewer Line Locates	102.24
1/16/2020	UNITED MAILING	BLANKET PO FOR 2020 UTILITY BILLING	1,903.44
1/16/2020	USA BLUE BOOK	Vertical Rule for Bed	3,734.41
1/16/2020	WELLINGTON FIRE PROTECTION DIS	Less 5% Vendor Fee	4,218.00
1/16/2020	WELLINGTON-COLORADO MAIN STREET PROGRAM	1ST QUARTER FUNDING	18,750.00
1/16/2020	WEX BANK	SENIOR BUS	3,308.12
1/29/2020	ALL COPY PRODUCTS, INC.	COPIER USAGE	789.52
1/29/2020	AMAZON	FINANCE DIRECTOR ART FRAME	34.99
1/29/2020	CINTAS CORPORATION	UNIFORM SPLIT	193.36
1/29/2020	COLORADOAN	Legal Ad for Poudre School Preliminary and Final Plat	354.92
1/29/2020	DPC INDUSTRIES, INC	Chlorine Disinfection Cylinders for WTP	2,190.04
1/29/2020	EMPLOYERS COUNCIL SERVICES, INC.	Background and drug testing expenses: Lafferty and Mullinix	142.00
1/29/2020	EON OFFICE	2020 UB ENVELOPES BLANKET PO	402.50
1/29/2020	FROM THE HEART, LLC	Strength Training & Yoga Instructor fees	800.00
1/29/2020	GALLOWAY & COMPANY, INC	Cemetary Survey Professional Service	2,525.14
1/29/2020	GOJO SPORTS	Tachikara youth volleyballs.	360.00
1/29/2020	INGRAM LIBRARY SERVICES	LIBRARY BOOKS	858.04
1/29/2020	KELLY L. CARROLL	Boxing FightCamp Instructor Fees	200.00
1/29/2020	LARIMER COUNTY FITD SERVICES	December email billing to Larimer County	593.00
1/29/2020	LARIMER COUNTY HEALTH DEPT.	Water Sampling	404.00
1/29/2020	LARIMER COUNTY SHERIFF	4TH QUARTER SCHOOL RESOURCE OFFICER SERVICES	332,686.61
1/29/2020	LOGAN SIMPSON DESIGN INC	PROFESSIONAL SERVICES 11/9/19-12/13/19	3,104.50
1/29/2020	PHONE COMPUNET INC.	12/10/19 SERVICES	240.00
1/29/2020	POUDRE SCHOOL DISTRICT	Youth Basketball gym rental fees	1,205.25
1/29/2020	VERIZON WIRELESS	TOWN CELL PHONES	1,774.51

Check Issue Date	Payee	Description	Amount
1/29/2020	WELLINGTON AREA CHAMBER OF COM	2020 MEMBERSHIP DUES	1,800.00
1/29/2020	WOODARD & CURRAN INC	Cost of Service & Rate Study	2,407.50
2/12/2020	ALL COPY PRODUCTS, INC.	R&M for PW Admin Copier	4,529.53
2/12/2020	APPLIED RISK SOLUTIONS, INC.	CONSULTING	10,550.00
2/12/2020	BUFFALO CREEK SUBDIVISION AT WELLINGTON	Pumphouse Electricity @ WCP	203.81
2/12/2020	CASELLE, INC.	Year End payroll W2 processing	1,275.00
2/12/2020	CINTAS	2020 Blanket PO for WWTP First Aid Restock	254.18
2/12/2020	CINTAS CORPORATION	UNIFORM SPLIT	205.60
2/12/2020	CITY OF FORT COLLINS	State Required Lab Samples for 2019 May-Oct.	6,480.00
2/12/2020	COBRAHELP	FINAL BILL	26.00
2/12/2020	COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	700.00
2/12/2020	COLORADO STATE UNIVERSITY	BT CONSTRUCTION	22,655.76
2/12/2020	COMPENSATION STUDIO LLC	Invoice #1 Compensation Study 2020	2,322.81
2/12/2020	DPC INDUSTRIES, INC	2020 Blanket PO for WTP Chemicals	2,916.25
2/12/2020	EMPLOYERS COUNCIL SERVICES, INC.	202 Labor Poster Update service	759.48
2/12/2020	EVOQUA WATER TECHNOLOGIES LLC	Klorite Chemicals for WTP	13,637.00
2/12/2020	F & C DOOR CHECK & LOCK	Town Hall Rekey	299.00
2/12/2020	FARNSWORTH GROUP, INC.	Wilson Wells Imrpovements	33,483.75
2/12/2020	FOLEY CARRIER SERVICES, LLC	Invoice 00000000702432	540.00
2/12/2020	FRONT RANGE EVENT RENTAL	MAYORS EVENT-TABLES & LINENS	254.10
2/12/2020	GOJO SPORTS	Hand pumps for inflating athletic balls.	60.00
2/12/2020	GOVCONNECTION, INC.	Surfaces for the Board of Trustees	3,556.49
2/12/2020	GOVHR USA, LLC	FINANCE DIRECTOR RECRUITMENT	4,834.00
2/12/2020	GUY HALLIGAN	2020 ANNEX RENTAL	14,150.00
2/12/2020	HEATHER L. BURTON	Blanket PO-Art Classes	1,125.00
2/12/2020	HUMANE SOCIETY	4th Qtr 2019 Contract Billing	3,405.00
2/12/2020	INGRAM LIBRARY SERVICES	LIBRARY BOOKS	846.51
2/12/2020	INTERSTATES CONSTRUCTION SRVCS	Wilson Wells Imrpovements Electrical Services	2,563.30
2/12/2020	KACY GRAPHICS	BLANKET PO FOR CONTRACT WORK	1,170.00
2/12/2020	LARIMER COUNTY CLERK&RECORDER	Registered voters list for petitions	50.00
2/12/2020	LARIMER COUNTY FITD SERVICES	JANUARY EMAIL ADDRESSES	594.00
2/12/2020	LARIMER COUNTY TREASURER	2019 GREENHOUSE PROPERTY TAXES	64.08
2/12/2020	LINDA KINZLI	REIMB FOR MAYORS EVENT BALLOONS	64.02
2/12/2020	LINDSAY L. RADCLIFF-COOMBES	CASELLE PAYROLL TRAINING	250.00
2/12/2020	MCDONALD FARMS ENTERPRISES, INC.	2020 Blanket PO for WWTP Sludge Removal	3,678.00
2/12/2020	MISHIE DAKNIS	BOX FOR MAYORS NIGHT	122.94
2/12/2020	MOUNTAIN STATES EMPLOYERS COUNCIL	Professional Development: Michelle Vance	225.00
2/12/2020	NALCO COMPANY	2020 Blanket PO for WTP Chemicals	4,328.01
2/12/2020	NORTH POUDRE IRRIGATION	2019 WATER USE	702,805.89
2/12/2020	NORTHERN COLORADO SPORTS OFFICIALS	NCSO Admin fees for February.	1,060.00
2/12/2020	PINNACOL ASSURANCE	POLICY 4221077-2ND INSTALLMENT	5,952.00
2/12/2020	POLAR GAS INC	2020 Blanket PO WTP Utility	1,012.88
2/12/2020	QUALITY WELL AND PUMP, LLC	Wilson Wells Service Line Work	5,697.00
2/12/2020	Quantum Pump and Controls LLC	WWTP R&M Pump	20,824.57
2/12/2020	RAILROAD MANAGEMENT COMPANY	16 inch Water Pipeline License#: 302606	258.95
2/12/2020	RH WATER & WASTEWATER, INC	WTP Monthly Monitoring	1,400.00
2/12/2020	SAFEBUILT COLORADO, LLC	November Permit Activity	29,322.95
2/12/2020	STANTEC CONSULTING INC.	Developer Bills Poudre School Sept - Dec 2019	284.00
2/12/2020	THE CHEER & DANCE CONNECTION, INC.	Blanket PO-Dance Classes	660.00
2/12/2020	TREE TOP INC.	Invoice 3580 Tree Removal on 4th & Hayes	2,150.00
2/12/2020	UNCC	Sewer Line Locate	141.55
2/12/2020	USA BLUE BOOK	WWTP Incubator	3,159.00
2/12/2020	WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	State Mandated Water Testing	180.00
2/12/2020	WELLINGTON FIRE PROTECTION DIS		21,090.00
2/12/2020	WEX BANK	SENIOR BUS	3,565.37
2/12/2020	ZACHARY MERCURIO	WORKSHOP FACILITATION FEE	4,000.00
1/17/2020	US BANK, N.A. ATTN TFM REF 14878100	D19AX116 2019 Water Loan payment	898,960.27
1/17/2020	COLORADO STATE TREASURER	Colorado State Unimployment Taxes	1,941.44
1/31/2020	Crystal Smith	TRAVEL REIMBURSEMENT - Crystal Smith Employers Council	25.29
2/10/2020	MIKE FLORES	Travel Reimbursement NASSCO Training	240.79
Total			2,659,898.92

Town of Wellington
P Card Purchase Report
01-01-2020 to 01-15-2020

DATE	DESCRIPTION	AMOUNT	VENDOR
01/15/2020	WALL CALENDAR FOR SCHEDULING MARKETING.	37.61	EON OFFICE PRODUCTS
01/15/2020	ANNUAL SAFETY BOOT ALLOWANCE	145.00	BROWNS SHOE FIT CO 80
01/15/2020	STAPLE GUN & STAPLES TO STAPLE DOWN CORDS AT LIBRARY WORKSTATIONS	21.48	BOMGAARS #69 WELLINGTO
01/15/2020	SPLIT - REPAIR BRACKETS FOR BROKEN LEGS	12.67	BOMGAARS #69 WELLINGTO
01/15/2020	SPLIT - TOOLS TO REPAIR BRACKETS OF THE BROKEN LEGS (81.83%)	57.06	BOMGAARS #69 WELLINGTO
01/15/2020	HR REQUIRED DRIVER RECORD	9.97	CO DRIVER SRVS ONLINE
01/15/2020	PUMPS FOR FLASH MIXER SCM	104.96	LOWES #02697*
01/15/2020	CERTIFICATION EXAM PRE REQ	25.00	COLORADO CWP
01/15/2020	PW ANNUAL UNIFORM COATS	119.99	AMAZON.COM*FS9N35Q63
01/15/2020	ANCHORS & DOOR PULLS FOR PW SHOP CABINETS & STORAGE AREA	31.61	BOMGAARS #69 WELLINGTO
01/14/2020	DEPUTY CLERK INK CARTRIDGE	33.75	AMAZON.COM*GJ1R17BX3
01/14/2020	ANNUAL UNIFORM PANT ALLOWANCE	56.99	JAX RANCH & HOME
01/14/2020	CARD CLASS SUPPLIES	22.79	AMZN MKTP US*KP9FJ44K3
01/14/2020	PAINT	453.20	DIAMOND VOGEL PAINT #7
01/14/2020	WWTP SAMPLE TESTING	149.00	COLORADO ANALYTICAL
01/14/2020	PW ADMIN BUILDING PENS	1.66	AMZN MKTP US*VL1ZR1MH3
01/14/2020	PW ADMIN BUILDING OFFICE SUPPLIES	6.99	AMAZON.COM*3F91D8733
01/14/2020	PW ANNUAL UNIFORM SHIRTS FOR JOE LYNN & VINCE GENTRY	149.97	AMAZON.COM*3F3R569B3
01/14/2020	PW UNIFORM COATS	239.98	AMAZON.COM*9W19W4R03
01/14/2020	PW UNIFORM PANT ALLOWANCE FOR DJ JONES & BRANDON DETWEILER	399.92	AMAZON.COM*S62UC3BK3
01/14/2020	CALENDARS FOR PW SHOP	13.18	AMAZON.COM*SN3G62FF3
01/14/2020	SAFETY TRACTION TAPE FOR WTP STEPS & LADDERS	79.96	AMZN MKTP US*WH7SX7DM3
01/14/2020	REFURBISHED DESKTOP PC FOR CDOT SHOP	99.99	AMZN MKTP US*L096K01M3
01/14/2020	PW UNIFORM COAT	119.99	AMAZON.COM*133GK1KJ3
01/14/2020	PW ANNUAL UNIFORM COAT	129.99	AMAZON.COM*V98NE9VL3 A
01/14/2020	PW ANNUAL UNIFORM SHIRTS FOR JOE LYNN & VINCE GENTRY	340.62	AMAZON.COM*JU5A66VX3
01/14/2020	PW ANNUAL UNIFORM COATS	389.97	AMAZON.COM*B64WC2FK3 A
01/14/2020	DESKTOP PC & MONIOR REPLACEMENT FOR STREETS/PARKS SUPERINTENDENT	714.97	AMZN MKTP US*008O98GW3
01/14/2020	REGISTRATION	5.00	NTL ALLY FOR YTH SPORT
01/14/2020	COLLECTIONS 2 TEST APPLICATION.	50.00	COLORADO CWP
01/14/2020	PW ANNUAL PANT UNIFORM ALLOWANCE.	569.85	JAX RANCH & HOME
01/14/2020	CAR WASH FOR TOWN TRUCK, 2013 CHEVY.	9.00	SHELL OIL 57444302400
01/14/2020	FINANCE & UB BINDERS	46.63	STAPLES DIRECT
01/14/2020	UB PENS	16.80	AMAZON.COM*GW1SV00K3
01/14/2020	DEPUTY CLERK BINDERS	17.00	AMAZON.COM*NS5PS2W13
01/13/2020	CLOTHING FOR NSO	634.33	GALLS
01/13/2020	R&M SNOW PLOW HEADLIGHT	2.50	NAPA PARTS HEILBRUNS
01/13/2020	WIPER BLADES FOR TOWN TRUCK, 2013 CHEVY.	50.20	NAPA PARTS HEILBRUNS
01/13/2020	HR REQUIRED DRIVING RECORD BACKGROUND	9.97	CO DRIVER SRVS ONLINE
01/13/2020	DEPUTY CLERK INK CARTRIDGES	52.51	AMAZON.COM*GY6KZ8HY3
01/13/2020	PAYROLL BINDERS	53.98	AMAZON.COM*RH9DK5Q03
01/13/2020	FINANCE BINDERS	167.96	AMZN MKTP US*7U8JJ5IO3
01/13/2020	YOUTH VOLLEYBALL COACH BACKGROUND CHECK FOR J. PFLIPSEN.	20.00	NTL ALLY FOR YTH SPORT
01/13/2020	ART SUPPLIES	6.92	DBC*BLICK ART MATERIAL
01/13/2020	ADDITIONAL ART SUPPLIES FOR CLASSES/WORKSHOP	46.83	DBC*BLICK ART MATERIAL
01/13/2020	NEW TREE TRIMMING BLADE & SCREWDRIVER FOR FLEET VEHICLE	19.23	BOMGAARS #69 WELLINGTO
01/13/2020	B WATER TEST APPLICATION FEE	50.00	COLORADO CWP
01/13/2020	SHOP TOWELS FOR WTP	22.99	AMAZON.COM*AA5ME35K3
01/13/2020	PW ADMIN BUILDING OFFICE SUPPLIES	101.50	AMZN MKTP US*OK2IP4V83
01/13/2020	PW ANNUAL PANT PURCHASE FOR BRANDON DETWEILER	359.94	AMZN MKTP US*W00B51213
01/13/2020	R&M ON NEIGHBORHOOD STREET & STOP SIGNS	506.25	NO COLO TRAFFIC CONTRO
01/10/2020	REGISTRATION	10.00	NTL ALLY FOR YTH SPORT
01/10/2020	REGISTRATION	160.00	NTL ALLY FOR YTH SPORT
01/10/2020	FIELD CAMERA, CASE AND CHIP FOR STORAGE	129.30	AMZN MKTP US*F897S1VI3
01/10/2020	SENT JIM MILLER AND VINCE GENTRY TO SAFETY CLASS	210.00	COLORADO SAFETY ASSOCI
01/10/2020	SAFETY BOOTS ANNUAL ALLOWANCE	159.99	JAX OUTDOOR GEAR
01/10/2020	R&M HEADLIGHT SOCKET FOR SNOW PLOW	5.99	NAPA PARTS HEILBRUNS
01/10/2020	UB DESK CALENDAR	29.45	AMZN MKTP US*AW0FU2KB3
01/10/2020	HR REQUIRED DRIVING RECORD	9.97	CO DRIVER SERVICES
01/10/2020	BOOK DROP AND CART	24.92	WAL-MART #2729
01/10/2020	REDUCING BUSHINGS, PVC, CHAIN, HOSE	23.10	BOMGAARS #69 WELLINGTO
01/10/2020	ACCOUNT CANCELLATION	29.98	ADOBE ACROPRO SUBS
01/10/2020	PARK IRRIGATION LINE REPAIR SUPPLIES	106.96	HERITAGE LANDSCAPE SUP
01/10/2020	WWTP SLUDGE REMOVAL	613.00	MCDONALD FARMS ENTERPR
01/10/2020	PANTS PURCHASE FOR DJ JONES AT WTP	49.99	AMAZON.COM*S64CS2DM3
01/10/2020	SPLIT - PW ADMIN BUILDING COFFEE (35.02%)	29.22	AMAZON.COM

DATE	DESCRIPTION	AMOUNT	VENDOR
01/10/2020	SPLIT - REPLACEMENT COFFEE MAKER FOR STREETS (29.95%)	24.99	AMAZON.COM
01/10/2020	SPLIT - COFFEE FOR WTP (35.02%)	29.22	AMAZON.COM
01/10/2020	OFFICE SUPPLIES	182.15	OFFICE DEPOT #2737
01/10/2020	OFFICE SUPPLIES	96.25	EON OFFICE PRODUCTS
01/10/2020	STREETS SHOP WELDING CABLE WITH CONNECTORS, CLAMPS, AND HOLDERS	629.34	GENERAL AIR SERVICE &
01/10/2020	REGISTRATION	100.00	NTL ALLY FOR YTH SPORT
01/09/2020	OFFICE SUPPLIES	99.39	EON OFFICE PRODUCTS
01/09/2020	TAX REFUND ON UNIFORM PANT PURCHASE.	(5.55)	PAYPAL *DUNGAREESLL
01/09/2020	HDG GALVANIZING ON SCUM BEACH.	310.00	AZZ GALV - DENVER
01/09/2020	YOUNG ADULT AND CHILDREN BOOKS FOR LIBRARY	143.73	THE PENWORTHY COMPANY
01/09/2020	PUTTY TO FILL HOLES AT SENIOR CENTER	4.29	BOMGAARS #69 WELLINGTO
01/09/2020	WATER LINE BALL VALVE R&M	92.00	DANA KEPNER COMPANY
01/09/2020	WATER LINE R&M	417.00	DANA KEPNER COMPANY
01/09/2020	TOLL TRAVEL FOR LAS VEGAS TRAINING	23.60	E 470 EXPRESS TOLLS
01/09/2020	REFUND ISSUED FOR RETURNED ART SUPPLIES DUE TO DELIVERY ERROR.	(46.83)	DBC*BLICK ART MATERIAL
01/09/2020	AUTO DETAIL FOR CODE ENFORCEMENT VEHICLE	205.00	SQU*SQ *RC AUTO DETAIL
01/09/2020	SUPPLIES	40.46	BOMGAARS #69 WELLINGTO
01/09/2020	MIXER	15.00	FORT COLLINS AREA CHAM
01/08/2020	7 WAY TRACTOR PLUG FOR PARKS	39.43	O J WATSON CO INC
01/08/2020	PARKS DOG WASTE BAGS	152.52	AMAZON.COM*CJ8SC3C23
01/07/2020	ASSOCIATION DUES FOR CSA	349.00	COLORADO SAFETY ASSOCI
01/07/2020	METAL SUPPLIES TO REPAIR WCP BATTING CAGE KICKPLATES	100.60	METAL DISTRIBUTORS
01/07/2020	UNIFORM PANT ALLOWANCE	309.81	BOMGAARS #69 WELLINGTO
01/07/2020	CLEAR REPLACEMENT CEILING LENS FOR LIBRARY	10.74	THE HOME DEPOT #1544
01/07/2020	WIRE KIT & ADAPTOR R&M FOR PARKS FLEET TRAILER	34.63	NAPA PARTS HEILBRUNS
01/07/2020	PETE BRANDJORD FAREWELL LUNCH	166.20	WELLINGTON GRILL
01/07/2020	2020 WC BONDED PAYMENT	5,954.00	PINNACOL ASSURANCE
01/07/2020	BANKERS BOXES	36.50	EON OFFICE PRODUCTS
01/07/2020	BUSINESS LICENSE PAPER	69.98	STAPLES DIRECT
01/07/2020	ART SUPPLIES FOR FANTASY ART WORKSHOP.	18.00	FAMILY DOLLAR #9016
01/07/2020	ART SUPPLIES FOR FANTASY ART WORKSHOP.	22.48	MICHAELS STORES 9976
01/07/2020	ART SUPPLIES FOR FANTASY ART WORKSHOP.	40.18	WM SUPERCENTER #2729
01/07/2020	UNIFORM ANNUAL PANT ALLOWANCE	315.00	BOMGAARS #69 WELLINGTO
01/07/2020	LANDSCAPING FORK FOR PARKS SHOP	28.99	BOMGAARS #69 WELLINGTO
01/07/2020	SUPPLIES	152.99	BOMGAARS #69 WELLINGTO
01/07/2020	DISTILLED WATER FOR LAB SAMPLING	36.29	DS SERVICES STANDARD C
01/07/2020	WTP UTILITIES	892.83	POLAR GAS INC
01/07/2020	PW ADMIN BUILDING OFFICE SUPPLIES	18.98	AMZN MKTP US*G22MF35D3
01/07/2020	SPLIT - PARKS TRASH BAGS (66.24%)	134.97	AMZN MKTP US*G22MF35D3
01/07/2020	SPLIT - PW ADMIN BUILDING OFFICE SUPPLIES (33.76%)	68.80	AMZN MKTP US*G22MF35D3
01/07/2020	OFFICE SUPPLIES	35.42	RIDLEY'S 1136
01/07/2020	OFFICE SUPPLIES	157.76	THE HOME DEPOT #1544
01/07/2020	OFFICE SUPPLIES	30.00	FRONT RANGE CC-LC SBDC
01/07/2020	COMPUTER SOFTWARE	52.99	ADOBE CREATIVE CLOUD
01/07/2020	KEROSENE FOR SPACE HEATER AT SHOP	81.29	POUDRE VALLEY COOPERAT
01/06/2020	UNIFORM PANTS.	155.49	PAYPAL *DUNGAREESLL
01/06/2020	UNIFORM PANTS.	155.49	PAYPAL *SIERRA
01/06/2020	CODE ENFORCEMENT DESK	564.01	EON OFFICE PRODUCTS
01/06/2020	ART SUPPLIES FOR FANTASY ART WORKSHOP.	2.45	RIDLEY'S 1136
01/06/2020	WASTEWATER FUNDAMENTALS SCHOOL AND NOTEBOOK	525.00	RMWEA
01/06/2020	SPLIT - BATTERY FOR FLEET VEHICLE R&M (50%)	85.45	
01/06/2020	SPLIT - BATTERY FOR FLEET VEHICLE R&M (50%)	85.45	
01/06/2020	POSTAGE	78.75	USPS PO 0795220339
01/03/2020	BOOKSHELF FOR UTILITY BILLING COORDINATOR	183.80	EON OFFICE PRODUCTS
01/03/2020	WTP WATER SAMPLING	275.00	COLORADO ANALYTICAL
01/03/2020	SPLIT - FLEET ASSET TRACKING (25%)	104.01	
01/03/2020	SPLIT - FLEET ASSET TRACKING (25%)	104.01	
01/03/2020	SPLIT - FLEET ASSET TRACKING (25%)	104.01	
01/03/2020	SPLIT - FLEET ASSET TRACKING (25%)	104.02	
01/03/2020	TELEPHONE CORD COUPLER	10.97	BOMGAARS #69 WELLINGTO
01/03/2020	CROWN MOLDING FOR WALL CLOSURE AT TOWN HALL ENTRY	37.25	THE HOME DEPOT #1544
01/03/2020	FACEBOOK AD	47.96	FACEBK MZ62UQNYU2
01/02/2020	R&M FOR SNOW PLOW WINDSHIELD WIPERS AND FRONT LIGHT REPAIR	39.80	NAPA PARTS HEILBRUNS
01/02/2020	PW ADMINISTRATION PRINTER USAGE FEE	317.99	KONICA MINOLTA USA
Total		23,019.86	

February 10, 2020

Town of Wellington
Attn: Ed Cannon, Town Administrator
PO Box 127
Wellington, Colorado 80549

Dear Mr. Cannon:

Monthly from January through December 2020, the Larimer County Sheriff's Office will provide 342 hours of supervisor time, 1,026 hours of general patrol service, 85 hours of investigating services, 171 hours of desk deputy time, and 171 hours of school resource services per month within the corporate limits of the Town. The supervisor time and general patrol service hours are provided by deputies assigned to the Town.

During the month of **January 2020**, non-assigned deputies spent a total of **192.03** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **January 2020** there were **9.58** hours worked by Investigations.

During the month of **January 2020** there were **21.0** hours worked by Northern Colorado Drug Task Force.

Cases of Note –
On January 18th deputies responded to Cantina Liquors on a report of a robbery that had just occurred. A photo of the vehicle involved was obtained and provided to law enforcement officers in the area. Later that day, a Colorado State Patrol trooper spotted the vehicle coming back into Wellington. Troopers and deputies contacted the vehicle and arrested two occupants for their involvement in the robbery at Cantina Liquors. It was also found that the vehicle they were in was stolen from Cheyenne. This case was an excellent example of cooperation between LCSO (21 patrol deputies, 1 investigator), Colorado State Patrol and Wyoming law enforcement agencies.

That night, deputies were dispatched to a residence on Henderson Avenue on a report of a burglary in progress. Ultimately SWAT was used and contacted two individuals who surrendered and were arrested. These subjects were determined to be related to the earlier robbery at Cantina Liquors and theft of the vehicle involved in that incident. This case involved 31 law enforcement officers (deputies, SWAT team members and investigators).

Pursuant to the Law Enforcement Agreement between the Town of Wellington and Larimer County, applicable documenting monthly forms are attached.

Thank you,

Captain Mike Loberg
Patrol Division
(970) 498-5103
Attachments

LARIMER COUNTY SHERIFF'S OFFICE

Wellington Calls for Service and Patrol Time Report

(For Non-Wellington Officers)

1/1/2020 to 1/31/2020

****This report will not calculate time prior to April 1, 2014****

******Officers excluded from the report data: 9S8, 9Z43, 9E7, 9E3, 9E31, 9E87, 9E2, 9E5, 9E27, 9E50***

Wellington Time:

Time on Calls and Patrolling (minutes/Hours) - Non-Wellington Units - 1/1/2020 to 1/31/2020

		Total Minutes Hours	Call/Contact Time	Patrol Time
Total	**Minutes** **Hours**	11,522.00 192.03	9,531.00 158.85	1,991.00 33.18
January 2020	**Minutes** **Hours**	11,522.00 192.03	9,531.00 158.85	1,991.00 33.18

Call/Contact Time: Time spent on dispatched or self initiated calls and person or vehicle contacts.

Patrol Time: Time spent patrolling in the Town when not on a specific call or contact.

Larimer County Sheriff's Office

Investigator Hours by Town\Squad\Officer

Date Range: 1/1/2020 to 1/31/2020

	Total
Total	9.58
Wellington	9.58
LIPE	0.00
L02008	0.00
LIPR	9.58
L14002	0.00
L17029	9.58

Wellington Monthly Report

January 2020

Larimer County Sheriff's Office

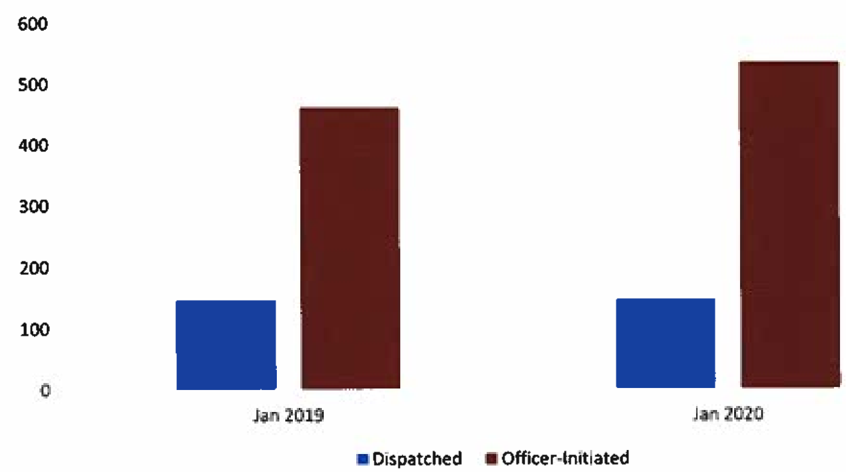
Jered Kramer
Communications and Media Coordinator
2/6/2020

January 2020 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	146
Officer Initiated	534
Jan 2020 Total	680

Dispatched vs Officer-Initiated Activity



- Dispatched calls were even from Jan 2019
- Officer-Initiated Activity was Up 74 or 16% from Jan 2019

	Jan 2019	Jan 2020
Dispatched Calls	146	146
	24%	21%
Officer Initiated	460	534
	76%	79%
Total	606	680

- 21% were Dispatched Calls
- 79% was Officer-Initiated Activity

January 2020 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2017	2018	2019	Avg 17-19	2020	% Change 3-Yr Avg to 2020
Alarm Calls	7	3	10	6.67	5	-25%
Alcohol Calls	1	0	0	0.33	0	-100%
Animal Calls	3	9	6	6.00	15	150%
Assault	2	1	1	1.33	1	-25%
Assist Other Agency(Fire/Med	9	16	17	14.00	8	-43%
Bar Checks	0	0	6	2.00	1	-50%
Burglary	0	3	0	1.00	1	0%
Child abuse	3	2	0	1.67	1	-40%
Citizen Assist	40	21	9	23.33	24	3%
Civil	29	12	14	18.33	11	-40%
Criminal Mischief	2	2	0	1.33	2	50%
Death Investigation	0	1	0	0.33	0	-100%
Disturbance	6	1	4	3.67	9	145%
Drug case	2	1	0	1.00	2	100%
DUI Arrest	1	2	0	1.00	5	400%
Extra Checks & Business Check	138	171	179	162.67	270	66%
Family Problems	6	14	4	8.00	9	13%
Fireworks complaint	1	1	0	0.67	2	200%
Follow up	23	29	34	28.67	33	15%
Found property	0	1	4	1.67	3	80%
Fraud	5	2	2	3.00	4	33%
Harassment	5	4	11	6.67	11	65%
Information report	0	1	0	0.33	0	-100%
Juvenile Problem	4	1	6	3.67	1	-73%
Littering	0	0	0	0.00	1	N/C
Lost Property	1	1	0	0.67	0	-100%
Missing Person (Child/Adult)	2	3	6	3.67	3	-18%
Motor Vehicle Accident	6	6	1	4.33	4	-8%
Municipal Code Violation	2	7	0	3.00	3	0%

Call Types N-Z

Call Type	2017	2018	2019	Avg 17-19	2020	% Change 3-Yr Avg to 2020
Neighbor Problems	2	3	0	1.67	0	-100%
Noise\Party Complaint	0	2	1	1.00	3	200%
Pedestrian Contact/Subject St	1	4	13	6.00	4	-33%
Private Tow	1	4	6	3.67	5	36%
REDDI Report	0	1	1	0.67	2	200%
Robbery	0	0	0	0.00	1	N/C
School Check	14	12	13	13.00	5	-62%
Sex assault	0	0	3	1.00	2	100%
Sex Offender Check	0	0	11	3.67	14	282%
Suicide	1	0	2	1.00	1	0%
Suicide Att/Threat	1	4	1	2.00	2	0%
Suspicious Circumstances	17	34	28	26.33	19	-28%
Theft	6	7	5	6.00	5	-17%
Traffic Problem	8	5	14	9.00	5	-44%
Traffic Stop	42	83	150	91.67	142	55%
Trespass	1	0	1	0.67	0	-100%
Vehicle Theft	1	1	1	1.00	4	300%
Vehicle Trespass	1	4	0	1.67	1	-40%
VIN Check	4	13	5	7.33	8	9%
Warrant Attempt/Arrest	8	1	15	8.00	7	-13%
Weapon Related (menacing, p	0	0	0	0.00	1	N/C
Welfare Check	8	7	13	9.33	5	-46%
Unspecified	1	6	9	5.33	15	181%
TOTALS	**415**	**506**	**606**	**509.00**	**680**	**34%**

% Change 3-Yr Avg to 2020 = N/C because value cannot divide by 0

Calls for Service UP 74 or 12% from Jan 2019

Jan 2020 calls UP 34% from Jan 2017-2019 Average

January 2020 Call Categories

Crime Type Averages / Trends

Property Crimes

Call Type	2017	2018	2019	Avg 17-19	2020
Burglary	0	3	0	1.0	1
Theft	6	7	5	6.00	5
Vehicle Theft	1	1	1	1.00	4
Vehicle Trespass	1	4	0	1.67	1
Property Crimes Totals	**8**	**15**	**6**	**9.67**	**11**

Persons Crimes

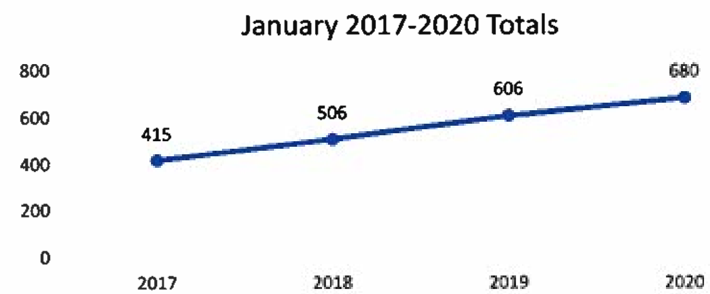
Call Type	2017	2018	2019	Avg 17-19	2020
Assault	2	1	1	1.33	1
Missing Person (Child/Adult)	2	3	6	3.67	3
Robbery	0	0	0	0	1
Sex assault	0	0	3	1.00	2
Weapon Related (menacing, p	0	0	0	0	1
Persons Crimes Totals	**4**	**4**	**10**	**6.00**	**8**

Disorder/Other Crimes

Call Type	2017	2018	2019	Avg 17-19	2020
Alcohol Calls	1	0	0	0.33	0
Animal Calls	3	9	6	6.00	15
Criminal Mischief	2	2	0	1.33	2
Disturbance	6	1	4	3.67	9
Drug case	2	1	0	1.00	2
Family Problems	6	14	4	8.00	9
Harassment	5	4	11	6.67	11
Juvenile Problem	4	1	6	3.67	1
Noise\Party Complaint	0	2	1	1.00	3
Suspicious Circumstances	17	34	28	26.33	19
Trespass	1	0	1	0.67	0
Disorder Crimes Totals	**47**	**68**	**61**	**58.67**	**71**

Red numbers indicate a DECREASE in crime from Jan 2017-2019 Average

Yellow backgrounds indicate an INCREASE in crime from Jan 2017-2019 Average



January 2020 Traffic

Traffic Citations	1/19	1/20
Traffic Citations Issued	7	14
Traffic Verbal Warnings	106	100
Traffic Written Warnings	10	1

- Citations Up 7 or 100%
- Verbal Warnings Down 6 or 6%
- Written Warnings Down 9

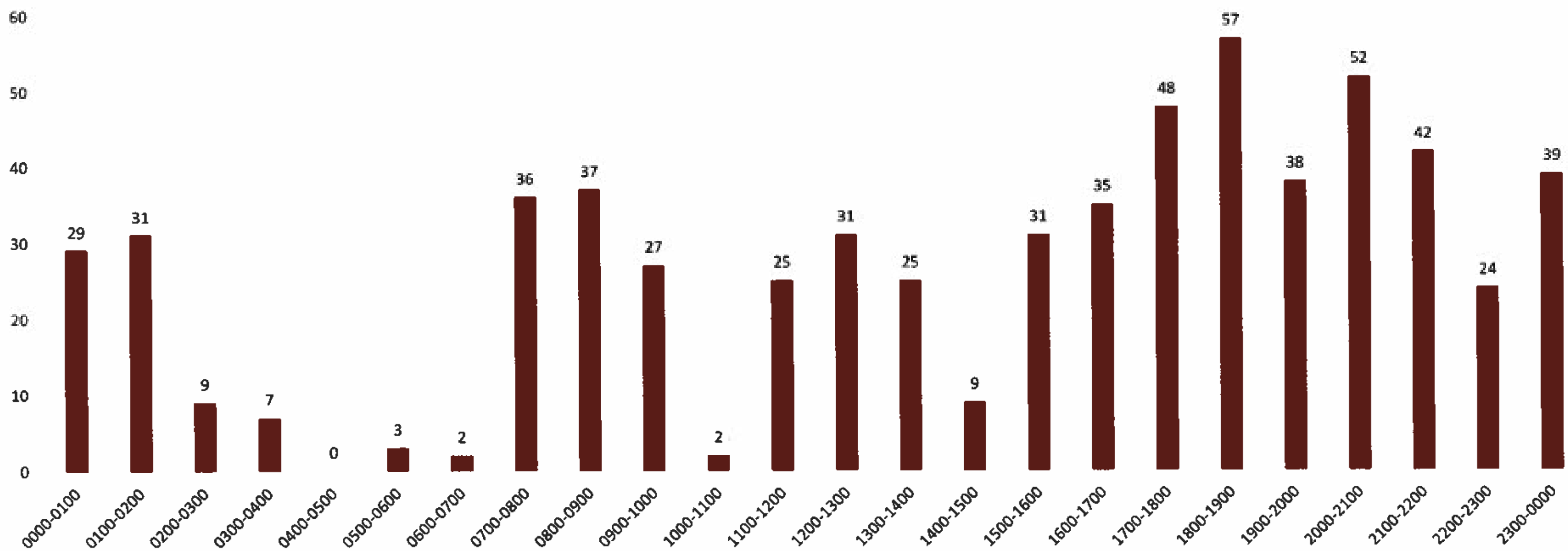
Call Type	1/19	1/20
Traffic Stop	150	142
Motor Vehicle Accident	1	4
DUI Arrest	0	5
Traffic Problem	14	5
REDDI Report	1	2

- Traffic Stops Down 8 or 5%
- MV Accidents Up 3
- DUI Arrests Up 5
- Traffic Problems Down 9 or 64%
- REDDI Reports Up 1

January 2020

Call Totals by Hour

Busiest Hours
1800-1900 (57)
2000-2100 (52)

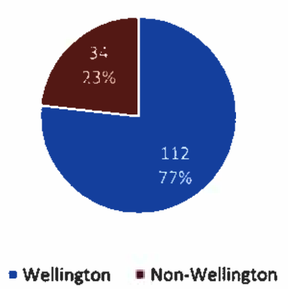


12 Calls between 0200-0700

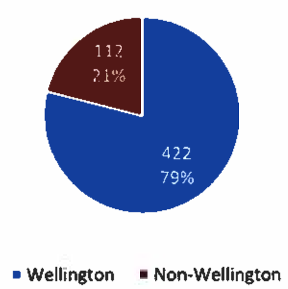
January 2020

Wellington/Non-Wellington Units

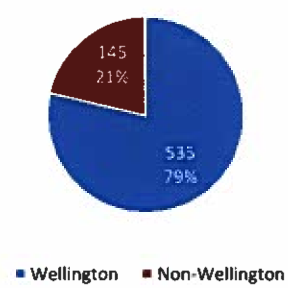
Dispatched



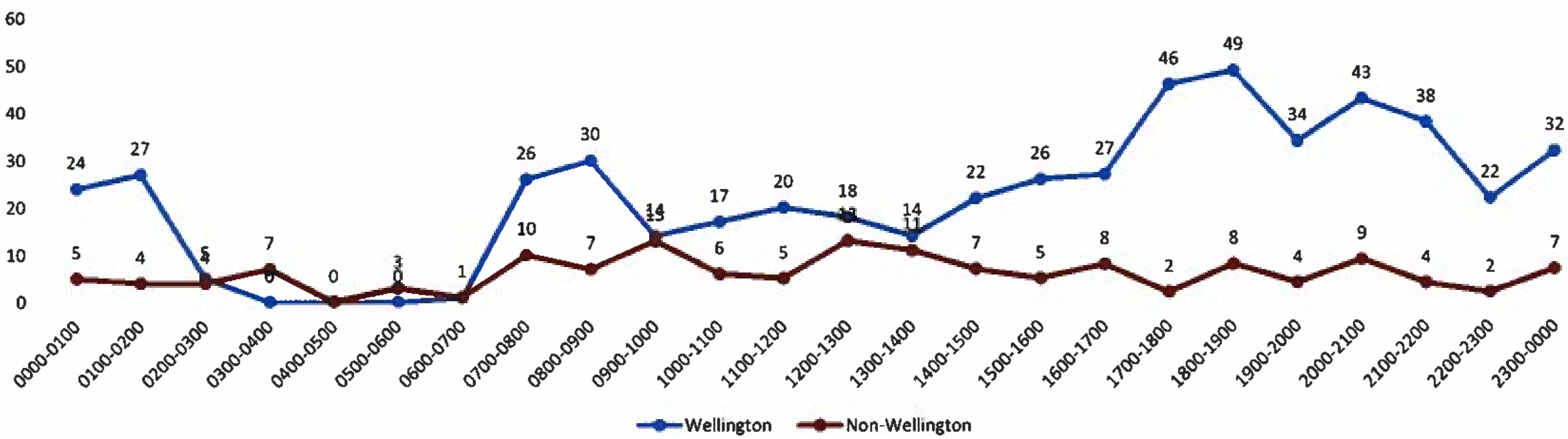
Officer-Initiated



Total Calls



Wellington/Non-Wellington Calls by Hour



January 2020

Response Times / Time on Calls
Dispatched Calls Only
All Times in Minutes

Average Response Time (All Units)

High	5.19
Medium	4.03
Low	24.04
Avg. Response Time	15.65

Average Time on Calls (All Wellington Calls)

High	8.29
Medium	7.53
Low	36.06
Avg. Time	23.87