



BOARD OF TRUSTEES  
March 10, 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. Board of Trustees Work Session Minutes from February 18, 2020
2. Board of Trustees Minutes from February 25, 2020
3. Resolution 6-2020 Approving Temporary Beer Garden in Centennial Park for .5k race.

D. ACTION ITEMS

1. Resolution 7 - 2020 Appointing Election Judges
2. Resolution 8 - 2020 Adopting the National Incident Management System (NIMS)
  - Staff Presentation: Ed Cannon, Town Administrator
3. Contract - On-Call Survey Services
  - Staff Presentation: Bob Gowing & Vince Gentry
4. Crosswalk Safety Update
5. Receive & File - Colorado Department of Public Health and Environment Compliance Order on Consent
  - Staff Presentation: Bob Gowing, Public Works Director

## 6. Plan of Administrative Organization

- Staff Presentation: Ed Cannon, Town Administrator

### E. OTHER BOARDS

1. Liquor License Review Board
  - a. Approval of Special Event Liquor License for .5k race.

### F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
4. 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.



## **Board of Trustees Meeting**

**Date:** March 10, 2020  
**Submitted By:** Cynthia Sullivan, Deputy Clerk  
**Subject:** Board of Trustees Work Session Minutes from February 18, 2020

### **EXECUTIVE SUMMARY**

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### **BACKGROUND / DISCUSSION**

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### **STAFF RECOMMENDATION**

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### **ATTACHMENTS**

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1. Work session summary for Feb. 18, 2020

BOARD OF TRUSTEES  
February 18, 2020  
LEEPER CENTER – 3800 WILSON AVE.

Work Session - 6:30 PM REGULAR MEETING –

MINUTES

A. ITEMS

The Board Work Session started at 6:30 P.M. February 18, 2020 at the Leeper Center, 3800 Wilson Ave., Wellington CO.

TRUSTEES PRESENT: JOHN EVANS, TROY HAMMAN, JOHN JEROME, WYATT KNUTSON, DANIEL SATTTLER, TIM WHITEHOUSE

STAFF PRESENT: ED CANNON, TOWN ADMINISTRATOR  
KELLY HOUGHTELING, ASSISTANT TOWN MANAGER  
CYNTHIA SULLIVAN, DEPUTY CLERK  
CODY BIRD, TOWN PLANNER  
BOB GOWING, PUBLIC WORKS DIRECTOR  
VINCE GENTRY, ENGINEERING TECHNICIAN III  
DAVID MYER, ENGINEER II  
MICHELLE VANCE, ECONOMIC DEVELOPMENT MANAGER  
TYLER SEXTON, INTERIM FINANCE DIRECTOR  
BRAD MARCH, TOWN ATTORNEY OFFICE

Discuss On-call Surveyor Service

1.

- Staff Presentation: Bob Gowing & Vince Gentry

Mr. Gentry explained the process of selecting a survey firm and the purpose of having one firm available for multiple project. The main project that we would be using survey services are:

Wastewater reclamation plant access road,

6th St and Harrison Ave. drainage and pedestrian access.

Cleveland Avenue from 1st St to 6th St drainage.

6th St. from Grant Ave to Cleveland boundary and right-of way and topographic survey for storm water master plan.

All the above projects were in the Capital Improvement Projects.

Mr. Gowing explained why they wanted to choose the surveyor up front before the projects are scheduled. The contract amount is not to exceed \$100,000.00 for services over two years. The payment for work will be paid from the funds for the projects. The contract should be on the Feb. 25th Board Meeting for approval.

## Highway 1 @ County Road 9 Intersection Discussion

2.

- Staff Presentation: Bob Gowing & Cody Bird

Mr. Bird gave an overview of the issue with the intersections at Highway One and CR 62E/CR9. Traffic impact study for the school did not include improvements to these intersections. Contact has been made with Colorado Department Of Transportation and the County regarding the intersections. Responses were received with concern on queuing on CR 9 and on Highway one and if there is a need to lower the speed limit on Highway one. It was suggested the improvements be done by the time school opens. These concerns were sent back to the School District. Staffs suggestion is for the School District to escrow money for off site improvements. This will be based on design. Mr. Bird explained what improvements the school will be making to County Road 62E and County Road 9.

It was suggested to looking for fund opportunities from other developments and entities.

Mr. Bird said the first step is to get a conceptual design. He explained what the process would be and suggested using Felsburg, Holt & Ullevig (FHU), company working on our transportation plan, to submit 3 conceptual designs for these intersections with cost estimates.

Mr. Bird laid out the steps for this type of project, including who would be participating in design selection, and funding.

The design cost would be between \$40,000 and \$60,000 and could be done as a change order with FHU.

There was discussion about pedestrian traffic to the school.

There was concern about agriculture and semi traffic.

## Timnath Intergovernmental Agreement / Growth Management Area

3.

- Staff Presentation: Ed Cannon & Cody Bird

Mr. Cannon showed the proposed growth management area (GMA) for Timnath and how the proposal would effect Wellington. Timnath is looking for Intergovernmental agreements with Wellington and with Larimer County. This expansion is at least 10 miles from the center of Timnath. They do not have the services available for the GMA. Wellington is working on our Comprehensive Plan update. Working with County on a Cooperative Planning Area between communities. There was discussion how the town should look at our future growth and where our town boundaries should be. It was suggested to get with the County and look at conservation areas. There was a consensus not to enter into an agreement with Thimnath at this time.

## B-Dam Update

4.

- Staff Presentation: Bob Gowing

Mr. Gowing gave an update. He had maps showing what the area would look like if the dams were removed. SCH Engineering reviewed the previous study that was done. SCH suggested looking at different parameters smaller flood events and came up with some alternatives such as a flood warning system and selective buy outs. A work session on this subject would be scheduled for the team.

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## **Board of Trustees Meeting**

**Date:** March 10, 2020  
**Submitted By:** Cynthia Sullivan, Deputy Clerk  
**Subject:** Board of Trustees Minutes from February 25, 2020

### **EXECUTIVE SUMMARY**

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### **BACKGROUND / DISCUSSION**

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### **STAFF RECOMMENDATION**

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### **ATTACHMENTS**

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1. Board of Trustee Minutes for Feb. 25, 2020

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

Regular Meeting - 6:30 PMREGULAR MEETING –

MINUTES

A. CALL TO ORDER

The Regular Board Meeting was called to order at 6:30 P.M., February 25 at the Leeper Center, 3800 Wilson Ave., Wellington CO.

1. Pledge of Allegiance

2. Roll Call

TRUSTEES TROY HAMMAN, JOHN JEROME, JOHN EVANS, DANIEL SATTLER,  
PRESENT: WYATT KNUTSON

TRUSTEES TIM WHITEHOUSE  
ABSENT:

PRESIDING TROY HAMMAN, MAYOR  
:

ALSO ED CANNON, TOWN ADMINISTRATOR  
PRESENT: KELLY HOUGHTELING, ASSISTANT TOWN MANAGER  
CYNTHIA SULLIVAN, DEPUTY CLERK  
CODY BIRD, TOWN PLANNER  
BOB GOWING, PUBLIC WORKS DIRECTOR  
DAVE MYER, ENGINEER II  
MICHELLE VANCE, ECONOMIC DEVELOPMENT MANAGER  
TYLER SEXTON, ASSISTANT FINANCE DIRECTOR  
BRAD MARCH, TOWN ATTORNEY OFFICE

3. Amendments to Agenda

4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment

Jon Gaiter, of 8132 4th St., commented on the good job that Mr. Sexton had done with the Treasurer's Report.

C. CONSENT AGENDA

TRUSTEE DANIEL SATTLER, AND TRUSTEE JOHN EVANS to approve the consent agenda.  
Motion Passed.

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

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

1.

- Staff presentation: Cody Bird, Planning Director

Mr. Bird explained this is a continuation of the public hearing on January 28th that was tabled. He said this is the final plat for the Poudre School District Subdivision. The Planning Commission previously approved

Public Hearing. No public comment.

Staff recommends that the ordinance be approved with the following conditions. That the Ordinance not be recorded until the annexation agreement and development agreement have been submitted by the developer and reviewed by staff.

TRUSTEE DANIEL SATTLER, AND TRUSTEE WYATT KNUTSON to approve Ordinance 7-2020 conditional on the annexation agreement and the development agreement being submitted by the developer and reviewed by staff . Motion passed unanimously.

## Chamber/Wellington MOU for shared Office Space

2.

- Staff Presentation: Michelle Vance, Community & Economic Development Director  
Ms. Vance gave the background for the sharing of space in the Economic Development office.

Mr. Sattler asked when they would have their new Executive administrator of Chamber . Jon Slutsky said they should have someone in the next week.

Trustee Jerome was concerned about the space needs for town employees. Could this space be utilize for those needs. The town is looking at a larger space for town staff.

Trustee Sattler asked about the proposed rent amount of \$200.00 a month. Mr Cannon explained that the Chamber has agreed to allow the Town to use the Chamber's copier and that cost savings to the Town associated with the use of the copier had been taken into account in setting the rent which the Chamber would pay.

TRUSTEE JOHN EVANS, AND TRUSTEE WYATT KNUTSON to approve the MOU for shared Office Space with the Wellington Chamber of Commerce. Motion Passed 4 to 1. Trustee Jerome voted against.

## Contract — Flow Monitoring of Collection System

3.

- Staff Presentation: Dave Myer, Mike Carrano, Bob Gowing  
Mr. Myer said this was for flow monitoring of the sewer collection system and explained how it would be used.

Request for contract with Hach in the amount of \$53,340.00 for rental of monitoring equipment for about 4 weeks.

Jon Gaiter, asked about the difference in the quotes. Mr. Myer said the monitoring equipment costs were different due to type of technology.

Mr. Gowing said this data will help when doing the master plan.

Mr. March mentioned that if possible the indemnity clause should be taken out of the contract.

TRUSTEE DANIEL SATTTLER, AND TRUSTEE JOHN JEROME to approve Contract with Hach Company for flow monitoring of collection system in an amount not to exceed \$53,340.00 conditional on approval of the contract form by the Town attorney. Motion Passed unanimously..

#### Contract — 4th of July Fireworks

4.

- Staff Presentation: Kelly Houghteling, Deputy Town Administrator

Ms. Houghteling said there would be an increase of \$2,000 over the budgeted amount. To cover the overage the Community Activities Commission(CAC) will be seeking sponsorship from local businesses.

Trustee Jerome asked where the additional money would come from. If the sponsorship would not cover the difference. Mr. Cannon said there are funds for CAC events, and the Board has a discretion funds or a budget amendment for the \$2,000. Mr. March said there is a patron that could do a match of \$1,500. There was further discussion on funding.

Bryan Ehrlich explained some of the difficulties with the manufacturing and delivery of the fireworks. He said some of the increase was due to cost with the sound system and video. He said a sponsorship was tried in the past and would have been successful, but the Board at the time did not want to take the money.

Linda Knaack, of Wellington Auto, said they would be willing to sponsor.

Mr. Gaiter commented on the availability of other ways to fund the fireworks other than a budget amendment.

TRUSTEE JOHN JEROME, AND TRUSTEE WYATT KNUTSON to approve the contract for the 4th of July Fireworks . Motion Passed.

#### Change Order — Cost of Services & Rate Study

5.

- Staff Presentation: Tyler Sexton, Interim Finance Director

Mr. Sexton spoke about the change order of items that were out of the original scope of the project and for the representative to travel here to make a presentation.

There would need to be a budget amendment for the additional \$6,810.

There was discussion on how the representatives could do the presentation and if the Board could review the information before the presentation.

If the additional budget was not approved then the presentation would be a Teleconference on the March 17 Work Session. Mr. Cannon asked if the Board would be willing to have a special work session if the information was not ready to present on March 17th. There was a consensus that the Board would be willing to have a special work session.

TRUSTEE DANIEL SATTLER, AND MAYOR TROY HAMMAN to approve a change order for \$6,810. for the Rate Study. Motion Failed.

#### E. OTHER BOARDS

## F. REPORTS

### 1. Town Attorney

### 2. Town Administrator

Mr. Cannon had recommended samples for the TA Evaluations. The recommendation is to have the Board review and approve at next board meeting on March 10th.

Discussion about the update of the organizational chart. There was concern about how items are placed on or taken off an agenda. It was suggested that this item be on the agenda for the March 10th meeting.

Update on the pedestrian crossing project.

### 3. Town Treasurer

#### a. Treasurer's Report

Mr. Sexton gave the Treasures report for the time period from Jan 15 thru Feb 15, 2020.

There was discussion about the use of the Pcards.

### 4. Staff Communications

#### a. LCSO Report for January

Sgt Rairdon gave an overview of the report.

### 5. Board

Trustee Evans gave an update from the Parks Advisory Board regarding the replacement of park equipment in Centennial Park.

Trustee Jerome asked if there is any planing regarding the Corona Virus. Sgt Rairdon said the County Emergency Management is monitoring the situation.

## G. EXECUTIVE SESSION

## H. ADJOURN

Seeing no further business the Board adjourned at 8:09 p.m..

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.

## **Board of Trustees Meeting**

**Date:** March 10, 2020  
**Submitted By:** Cynthia Sullivan, Deputy Clerk  
**Subject:** Resolution 6-2020 Approving Temporary Beer Garden in Centennial Park for .5k race.

### **EXECUTIVE SUMMARY**

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Approval of Temporary Beer Garden in Centennial Park for .5k race.

### **BACKGROUND / DISCUSSION**

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This event was previously held on 1st Street with the start/finish at Old Colorado Brewing. The are no longer at that site and have requested that the event be held at Centennial Park. Main Streets Program will be sponsoring the event and have completed the special event and liquor applications.

### **STAFF RECOMMENDATION**

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Approve Resolution 6-2020 Temporary use of Centennial Park for Beer Garden for .5k.

### **ATTACHMENTS**

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1. Res 6-2020 - Temp use Beer Garden for .5k
2. Fun Run Map.jpg

## **RESOLUTION 6-2020**

### **A RESOLUTION AUTHORIZING THE TEMPORARY USE OF CENTENNIAL PARK A BEER GARDEN WITHIN THE TOWN OF WELLINGTON ON April 4, 2020**

Whereas, an application for Special Events Permit was received from Wellington Area Chamber of Commerce for a Beer Garden during a .5k race; and

Whereas, the Liquor License Review Board has approved the Special Events Permit in accordance with C.R.S. 44-5-101.

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

SECTION #1: Use of Centennial Park on April 4 between the hours of 8:00 am and 2:00 pm is hereby approved:

SECTION #2 The Beer Garden will be located in the west half of Centennial Park adjacent to Third Street between the Pavilion and Harrison Avenue.

SECTION #3: Wellington Colorado Main Streets Program is responsible for the roping off the serving area.

SECTION #4: Wellington Colorado Main Streets Program will provide security and servers with TIPS training.

INTRODUCED, PASSED AND ADOPTED THE 10th DAY OF MARCH, 2020 BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO, AND ORDERED TO BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION.

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Troy Hamman, Mayor

Attest:

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Ed Cannon Town Administrator/Clerk



## **Board of Trustees Meeting**

**Date:** March 10, 2020  
**Submitted By:** Cynthia Sullivan, Deputy Clerk  
**Subject:** Resolution 7 - 2020 Appointing Election Judges

### **EXECUTIVE SUMMARY**

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Appointing Election Judges for the Wellington Municipal Election.

### **BACKGROUND / DISCUSSION**

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Election Judges are appointed by the Board of Trustees at least 15 day prior to the election. Judges in a mail out ballot will verify signatures on ballot envelopes against the voter registration list and signature verification software in the two weeks prior to the election and on election day. At least 3 judges will be needed for the days prior to election day. Seven people are being recommended for service as judges. On election day the judges will open process the ballots and tally results.

### **STAFF RECOMMENDATION**

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Approve Resolution 7-2020 Appointing Election Judges for the Wellington Municipal Election.

### **ATTACHMENTS**

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1. Res 7-2020 - Appointing Election Judges

RESOLUTION NO. 7-2020

A RESOLUTION APPOINTING ELECTION JUDGES FOR WELLINGTON'S 2020 MUNICIPAL ELECTIONS TO BE HELD ON APRIL 7, 2020 AND ESTABLISHING A RATE OF PAY.

WHEREAS, The Town of Wellington's 2020 Municipal Elections will be held on April 7, 2020.

WHEREAS, Colorado Revised Statute 31-10-401, requires the governing body of the Municipality, or the Town Clerk if so designated by the governing body, to appoint Judges of the Election at least 15 days before the Election Day; and

WHEREAS, Colorado Revised Statute 31-10-408, establishes that Election Judges will be paid not less than five dollars and not more than the maximum amount allowed by statute for payment to judges of the general election of the state of Colorado, as determined by the governing body of the Municipality; and

WHEREAS, the Board of Trustees of the Town of Wellington is the governing body for the Municipality.

WHEREAS, the Town of Wellington will be holding a mail out election and Election Judges will be working 2 -3 days a week prior to the elections to do signature verification.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Wellington, Colorado, that:

SECTION 1: The following individuals are appointed Election Judges for the April 7, 2020 Wellington Municipal Election and for days leading up to the election for signature verification:

Kerry Heath  
Linda Irwin  
Monnica Long-Thiel  
Mary Novotny  
Jo Ann Schneider  
Kathy Wydallis  
Karen Ziegler

SECTION 2: The appointed Judges will receive compensation of \$12.50 for each hour worked and for attending required training.

PASSED AND ADOPTED ON THIS 10<sup>th</sup> DAY OF MARCH 2018, BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED TO BECOME EFFECTIVE IMMEDIATELY AFTER PASSING

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Troy Hamman, Mayor

ATTEST:

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Ed Cannon, Town Administrator/Clerk



## **Board of Trustees Meeting**

**Date:** March 10, 2020  
**Submitted By:** Ed Cannon, Town Administrator  
**Resolution 8 - 2020 Adopting the National Incident Management System (NIMS)**  
**Subject:**

- **Staff Presentation: Ed Cannon, Town Administrator**

### **EXECUTIVE SUMMARY**

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NIMS provides a consistent nationwide template to enable all levels of government, nongovernmental organizations, and the private sector to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of the cause, size, location, or complexity. NIMS is applicable to all stakeholders with incident management and support responsibilities. NIMS represents a core set of doctrine, concepts, principles, terminology, and organizational processes that enables effective, efficient, and collaborative incident management.

### **BACKGROUND / DISCUSSION**

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Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents, requires Federal departments and agencies to make adoption of NIMS by State, tribal, and local governments and NGOs a condition for Federal preparedness assistance, through grants, contracts, and other activities.

The Federal Emergency Management Agency (FEMA) offers NIMS training intended for emergency management officials and administrators responsible for budgets, planning, and procurement. Additionally, NIMS training is an informative guidance document for National and State policymakers, key decision makers at the state and local level, and managers overseeing those in mission-critical positions.

Larimer County Director of the Office of Emergency Management encourages Wellington to adopt NIMS to ensure consistent response and reporting in the event of an incident.

### **STAFF RECOMMENDATION**

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Approve Resolution Adopting the National Incident Management System for Wellington and designate the Town Administrator as the Local Point of Contact to coordinate NIMS activities and ensure compliance.

### **ATTACHMENTS**

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1. Wellington NIMS Resolution 2020

## **RESOLUTION NO. 03-2020**

### **A RESOLUTION ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)**

**Whereas**, the Town of Wellington (the 'Town') desires to provide the most effective response possible to any emergencies which may occur locally and recognizes that an effective emergency management system is necessary and desirable; and

**Whereas**, Homeland Security Presidential Directive 5 (HSPD-5), 28 Feb 2003, established the National Incident Management System (NIMS); and

**Whereas**, the NIMS establishes a single, comprehensive approach to incident management to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together using a national approach to domestic incident management and to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

**Whereas**, the NIMS provides for interoperability and compatibility among Federal, State and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the incident command system, unified command, training, management of resources and reporting; and

**Whereas**, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout Larimer County and surrounding areas, including current emergency management training programs.

**Whereas**, beginning October 1, 2004 all Federal departments and agencies adopted the NIMS as a requirement, to the extent provided by law, for providing Federal preparedness assistance through grants, contracts or other activities to local governments;

**Whereas**, beginning December 6, 2004 the Governor for the State of Colorado issued Executive Order D 011 04 concerning the designation of the National Incident Management System as the basis for all incident management in the State of Colorado; and

**Whereas**, a specific individual needs to be designated as the Local Point of Contact to coordinate NIMS activities and ensure compliance.

**THEREFORE BE IT RESOLVED**, that in order to facilitate the most efficient and effective incident management, the Town hereby adopts the National Incident Management System (NIMS) as its system of preparing for and responding to disaster emergencies and disasters and all Town departments are directed to utilize NIMS for the management of emergency situations.

**BE IT FURTHER RESOLVED** that the Wellington Town Administrator is hereby designated as the Local Point of Contact to coordinate NIMS activities and ensure compliance.

**PASSED AND ADOPTED** at a regular meeting of the Town Board of the Town of Wellington, Colorado, this 10th day of March 2020.

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Troy Hamman, Mayor

ATTEST:

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Ed Cannon, Town Administrator/Clerk



## **Board of Trustees Meeting**

**Date:** March 10, 2020  
**Submitted By:** Vince Gentry, Engineer, Bob Gowing, Public Works Director  
**Contract - On-Call Survey Services**  
**Subject:**

- **Staff Presentation: Bob Gowing & Vince Gentry**

### **EXECUTIVE SUMMARY**

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As discussed in the February 18, 2020, Board of Trustees work session, Public Works staff desires to execute an on-call contract with a qualified surveyor. The services provided under this contract will be required for a potential wide range of CIP and operating projects. Town staff is requesting authorization of a contract to conduct this task.

### **BACKGROUND / DISCUSSION**

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The Town has many existing and future projects that will require survey services such as topography; boundary information including property lines, easements and rights-of-way; and construction staking. Currently approved/budgeted projects that might benefit from this contract included, the WWTP access road, the Old Town Streets Repair Project, the GIS Update Project, and the Stormwater Master Plan project.

As part of the selection process, Town staff issued a Request for Proposal (RFP). RFP responses were required to include information on hourly billing rates, project team, firm location, and representative projects. The respondents were evaluated by a team of five Town reviewers based on the information provided. That evaluation resulted in a recommendation that Northern Engineering Services, Inc., be chosen for this contract. A contract was negotiated with Northern and is included as an attachment.

The proposed contract is for a term not lasting longer than 12/31/2021. All work performed under this contract will be on a task order basis in the form of a contract amendment. Each of these amendments will follow the Town's approved purchasing policy. The current on-call contract does not currently obligate the Town to any payments unless an addendum is executed on a project specific basis.

### **STAFF RECOMMENDATION**

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Authorize execution of contract with Northern Engineering Services, Inc. in the amount of \$100,000.

### **ATTACHMENTS**

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1. Wellington 2019 Survey Contract Rev2-NE signed



**TOWN OF WELLINGTON**  
**3735 CLEVELAND AVENUE**  
**P.O. BOX 127**  
**WELLINGTON, CO 80549**  
**PUBLIC WORKS (970) 568-0447**  
**TOWN HALL (970) 568-3381**

## **TOWN OF WELLINGTON ON CALL SURVEY SERVICES**

### **CONSULTANT CONTRACT FOR SERVICES, G/L No. TBD**

**Parties:** The parties to this Contract are the Town of Wellington, 3735 Cleveland Avenue, Wellington, Colorado 80549 (Town) and Northern Engineering, 401 Howes street, Suite 100, Fort Collins, Colorado 80521 (Consultant).

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

**Term of Contract and Required Approvals:** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through December 31, 2021. All services shall be completed during this term.

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

#### **Responsibilities of the Consultant:**

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

The scope of services shall be as defined within the Consultant's proposal and the Request for Proposal (RFP) with subsequent addenda have been incorporated by reference, which may pose budget, schedule, scope and risk not identified here.

Each project executed under this contract shall be attached as an addendum to this Contract. A separate project description and scoping document will be mutually agreed upon by both parties of this Contract before the commencement of any work. Each addendum shall contain a minimum of: specific scope, milestone dates, final submission dates, an addendum cost, developed from rates in Attachment B.

**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 Documents:** The Consultant shall provide to the Town a draft of the documents covering all work elements of the project including maps, narratives, conclusions, and recommendations prior to the publication of any final report no later than the date specified in the project addendum. The Town will respond with comments to the Consultant, and the Consultant will address the Town's comments in the final document. The final document shall be submitted to the Town by the date specified in the associated project addendum.

**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. Digital media shall be labeled to provide sufficient detail to access the information on the media.

#### **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 B. Subcontract costs shall be documented by attaching subcontractor billings to the Consultant's billing submittals.

#### **Responsibilities of the Town:**

**Data to be Furnished:** All information, data, drawings, reports, maps, etc. as are available to the Town and necessary for the carrying out of the scope of services shall be furnished to the Consultant without charge and the Consultant shall be entitled to rely up said information, data, drawings, reports, maps, etc., 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.

#### **General Provisions:**

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

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

**Audit and Access to Records:** The Town shall have access to 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 nine (9) 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 below and shall provide the Town with proofs of these insurance upon request:

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

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

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

(iii) **Professional Liability or Errors and Omissions Liability Insurance:** The Consultant shall maintain professional liability insurance or errors and omissions

liability insurance protecting against any and all claims arising from the Consultant's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as stated below.

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

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

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

#### **Insurance Requirements:**

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

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

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

(iv) 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.

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

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

**Limitation of Liability:** Excluding the Consultant's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Consultant arising out of the performance or breach of this Contract shall not exceed the compensation paid to the Consultant under this Contract. Notwithstanding any other provision of this Contract, the

Consultant shall have no liability to the Town for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the Consultant, its employees, or subconsultants.

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

**Ownership of Documents and Information:** The Town owns all 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. The transfer of all previously stated documents and information shall be done after the Consultant has been paid in full. All documents and information are project specific and not intended for use on other projects. The Consultant will be permitted to retain one record copy of all project information.

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

**Prohibition Against Employing Illegal Aliens:** This paragraph shall apply to all 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.

**Project Requirements:**

**Computer Models, Statement of Assumptions, Project Work File:** All data shall be submitted to the Town in written and digital forms with the final product. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. Files, spreadsheets, etc. (written and digital forms) are due on the same date as the final document(s).

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 product, a section of narrative describing the assumptions and methodology used by the Consultant in generating the data and conclusions; 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 final product.

**Final Deliverables and Stamping:** The Consultant shall use the Contract Scope of Services as the outline for draft and final documents so that Consultant compliance with Contract provisions can be verified. If the final documents contain information of a survey nature, the final product must be stamped and signed by a Professional Surveyor 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 product shall be contained on CD(s), USB drive(s), or other media as approved by the Town and shall be in both Autodesk Civil 3d version 2020 (DWG) and 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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BLANK.**

## **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 as well as each attached 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 one hundred thousand dollars and no cents (\$100,000.00).

**Project Budget:** Any project executed under this contract will done under an addendum process. Any and all addendums will have a separate project description and scoping document that will be mutually agreed upon before the commencement of any work. The scoping document will contain a project budget for that specific amendment. Project overruns or “change orders” will be adjudicated on a case by case basis. Budget will be developed with the following Consultant rates. The rates are from page 6 of the proposal have been place as Attachment B.

**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. Billing statements and monthly progress reports may be transmitted electronically (preferred) to project manager: Vincent J. Gentry, [gentryvj@wellingtoncolorado.gov](mailto:gentryvj@wellingtoncolorado.gov).

**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 thirty (30) days following receipt of billing.

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

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

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

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**Signatures:**

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

**TOWN OF WELLINGTON**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Primary Contact Printed Name

\_\_\_\_\_  
Contact Info. (email, phone, etc.)

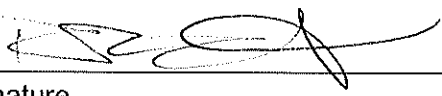
\_\_\_\_\_  
Witness Signature (if required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**NORTHERN ENGINEERING SERVICES, INC.**

  
\_\_\_\_\_  
Signature

2/3/2020  
\_\_\_\_\_  
Date

Eric R Smith  
\_\_\_\_\_  
Printed Name

Exec. VP  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Primary Contact Printed Name

970-568-5410  
eric@northernengineering.com  
\_\_\_\_\_  
Contact Info. (email, phone, etc.)

\_\_\_\_\_  
Witness Signature (if required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Project Description:**

The Town will periodically manage capital improvement projects. Many of these projects require the use of professional surveyors. Following is a wide-ranging list of anticipated survey services that will be required.

**Scope of Services:**

The Town accepts the scope of services as defined within the Consultant's proposal and as described within the Request for Proposal (RFP) and its subsequent addenda with the summary as follows:

- Prepare legal descriptions, plats and maps for subdividing property
- Perform boundary line adjustments
- Replace lost or obliterated property corners
- Set boundary markers or property corners, commonly known as monuments
- Retrace boundaries for fences and other purposes
- Locate, relocate, establish, reestablish, or retrace any property line or boundary of any parcel of land, right-of way, easement, or alignment of those lines or boundaries
- Prepare legal descriptions and information shown with the description of any deed or other title document
- Investigate boundary discrepancies and provide guidance to potential resolutions
- Prepare maps or plats
- Prepare Record of Surveys
- Prepare topographic maps to be used in engineering construction drawings
- Review maps and/or surveys such as Parcel Maps, Final Maps, or Tentative Maps
- Perform construction survey services for various engineering related projects
- Investigate boundary discrepancies
- Photogrammetric surveying or aerial topographic mapping or aerial photography
- Subsurface Utility Engineering (S.U.E.) in accordance with American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) will be expected. On a project by project basis.



## 6. Consultant Rates

|                                           |                                |
|-------------------------------------------|--------------------------------|
| Professional Land Surveyor_____           | \$111.00                       |
| Project Surveyor_____                     | \$102.00                       |
| Survey Crew (2-person)_____               | \$154.00                       |
| Survey Crew (GPS/Robot)_____              | \$154.00                       |
| Utility Task Vehicle (UTV)_____           | \$ 42.00                       |
| Associate Surveyor_____                   | \$ 98.00                       |
| CAD Technician_____                       | \$ 95.00                       |
| Clerical_____                             | \$ 75.00                       |
| Expert Witness_____                       | 1.5 times standard hourly rate |
| Copies (b&w, 8.5 – 11x17)_____            | \$ 0.15 – 0.30 per sheet       |
| Copies (color, 8.5 – 11x17)_____          | \$ 1.00 – 2.50 per sheet       |
| Bond Prints (b&w)_____                    | \$ 0.35 per SF                 |
| Bond Prints (color)_____                  | \$ 6.00 per SF                 |
| Mylar Prints (b&w)_____                   | \$ 3.00 per SF                 |
| Scans_____                                | \$ 5.00 first sheet            |
|                                           | \$ 1.00 each additional sheet  |
| Digital Media (DVDs/USB Flash Drive)_____ | \$ 8.50 each                   |
| Mileage_____                              | Federal Rate                   |

Additionally, Northern Engineering and its consultants will be paid for reimbursable expenses incurred in the interest of the Project. Reimbursable expenses are actual expenses incurred for reproduction of documents, services of professional associates and consultants, transportation, lodging, and subsistence. Reimbursable expenses by an outside provider will be invoiced at cost plus 10%.

Billing rates are subject to adjustment on a biannual basis. Additional services, hourly tasks, and other work items provided on a time and expenses basis will be charged the rates effective at the time the work is performed.



## **Board of Trustees Meeting**

**Date:** March 10, 2020  
**Submitted By:** Ed Cannon, Town Administrator  
**Subject:** Crosswalk Safety Update

### **EXECUTIVE SUMMARY**

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Town staff and local stakeholders have made recommendations to improve crosswalk safety on Cleveland Ave. and by Wellington schools.

### **BACKGROUND / DISCUSSION**

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Town staff met with Poudre School District representatives and local stakeholders last fall to discuss ways to increase crosswalk safety along Cleveland Ave. This meeting followed numerous incidents when residents and school children experienced near-misses with traffic while crossing Cleveland Ave., and an incident where a pedestrian was struck by a car by the Post Office.

CDOT told the Town that if we purchased the equipment, then they would install it on Cleveland Ave. Initial estimates for flashing signals were approximately \$7,000 a pair. Wellington Main Streets offered to contribute \$5,000 to the project, and other local stakeholders also offered to contribute funding.

A stakeholder meeting was scheduled and the scope was increased to include additional safety measures at each elementary and middle school. The Wellington Fire Protection District also requested consideration for remote activated flashing signals to alert Cleveland Ave. traffic when emergency vehicles entered Cleveland Ave. at 3rd Street.

CDOT offered to install the flashing signals on Cleveland provided Wellington purchased the equipment. Installation at the three school locations would be performed by Wellington Public Works. It is currently unknown when CDOT can perform the installation.

In addition to flashing signals, the stakeholders requested road mounted sign as a secondary safety measure. During subsequent meetings with CDOT, it was determined that the intersections of Cleveland Ave. at 3rd and 5th Streets would require 2 pairs of flashing signals at each intersection. Additional guidance was given regarding installation.

The projected cost for full installation totals **\$65,949**. Staff recommends a 15% contingency, bringing the project total to **\$75,841.35**.

This is a non-budgeted project for the town, and funding would have to be obtained through a budget amendment to use fund reserves or by diverting funds from other street projects. The project is eligible for a CDOT Safe Route to School Grant (SRTS), which can fund up to 80% of the project. SRTS applications are accepted every two years, and the next call for projects is in August 2020.

An alternative would be to divide the project into phases. Phase 1 would use available 2020 funds to install street mounted signs on Cleveland and at the schools. Street mounted signs cost \$375, for a total cost of



\$2,625, plus installation. Phase 2 would be to apply for the Safe Route to Schools grant for the flashing crosswalk signals and schedule installation in the 2021 budget year. This would also allow additional time for stakeholders to determine contribution amounts.

### **STAFF RECOMMENDATION**

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Staff recommends a phased approach to leverage CDOT SRTS grant funds, which would reduce the project cost to \$15,168.

### **ATTACHMENTS**

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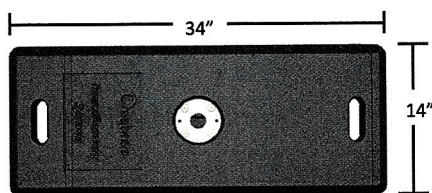
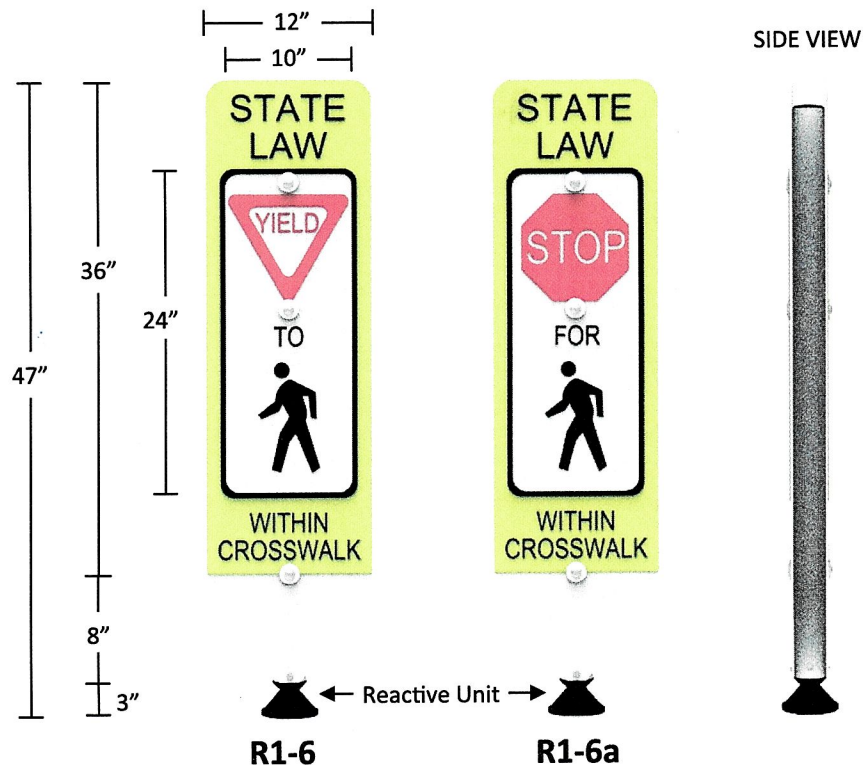
1. R1-6 Spec-Sheet
2. SA328-Spec-Sheet
3. SA-FR-Brochure
4. RRFB and Signs Material Cost

# In-Street Pedestrian Crosswalk Sign

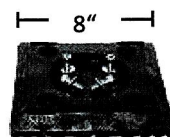
## 2009 MUTCD Standard

12"x 36" fluorescent yellow reflective sheeting with 10"x 24" white insert. White post and panel.

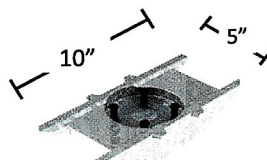
Overall height of unit is 47"



One Base® Portable Quick Release Base



Surface Mount:  
Fixed Base



Recessed, Low Profile  
Snow-Plowable Base

### BASE OPTIONS

This product can be used with the One Base® Portable Quick Release Base, Surface Mount Fixed Base, or Recessed, Low Profile Snow-Plowable Base

### SPECIFICATIONS

- Post and panel are constructed of flexible polyethylene plastic that is resistant to: ultraviolet light, ozone, and hydrocarbons.
- Unit has an anti-twist reactive spring assembly that rebounds to upright when struck.
- NCHRP-350 Approved
- Weight: 12 pounds without base

### RECOMMENDED USES

- Ideal for delineating crosswalks to reduce the risk of injury, death, and property damage.
- Take care to avoid creating a trip hazard when using any sign in a crosswalk. Ensure that sign bases are outside the crosswalk area.

# SignAlert™ RRFB



## Human Interface

Installers will easily make all configurations through TC Connect™, a WiFi connection platform developed by TrafficCalm that requires NO Internet Connection! With any browser enabled device, the Installer can easily log in and select from multiple options and settings including Flash Duration, LED Brightness and Dimming Control. The available Traffic Data can also be retrieved.

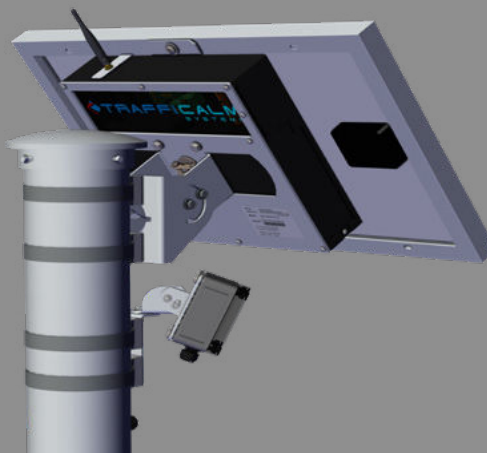
## Durability and Reliability

Roadside signage and the like, attract all forms of vandalism. Through our multi-string LED Configuration design and permanently sealed electronics, the SA328 will maintain MUTCD standards for brightness even if 1 or 2 vertical LED strings are damaged through vandalism.

## Power Sources

**SOLAR:** Utilizing a 20 watt panel, or up to a 60 watt upgrade, the collected power from these efficient panels is stored in a standard 12Ah Absorbent Glass Matt (AGM) Battery; a proven cost effective solution.

**AC:** Integrated AC inverter provides direct connection to 120-220VAC.



## Warranty

5-Year Warranty - Excluding Batteries



WiFi  
Connection  
made Easy  
through TC  
Connect™

*Compatible with most  
Push-Button Systems*

# Features

## P2C Controller and Collaborators

- Permanently and Environmentally Sealed Electronics
- Compact and lightweight aluminum enclosure
- Weight: under 30 lbs including battery
- Mounted behind solar panels

## Solar

- 20W Solar Panel with up to 60 Watt available
- MPPT Solar Collection

## Visual

- MUTCD and FHWA Compliant
- 80 Amber LEDs for Redundancy and Uniform Light Distribution
- Side-mounted LEDs for pedestrian side visual confirmation
- Exceeds SAE J595 Class 1 Intensity
- Auto Dimming
- Meets SAE J578 for chromaticity

## Battery

- 12 AH Absorbent Glass Mat (AGM)
- Accessible Batteries, easily replaceable in Field
- Lighter weight for ease of handling

## Human Interface (HMI) TC Connect™

- WiFi Connectivity - No Internet Connection required
- Configurable Flash Duration
- Automatic Unique Channel Selection
- Wirelessly configures all devices on network
- Traffic Data Recording / Reporting

## RRFB Physical Construction

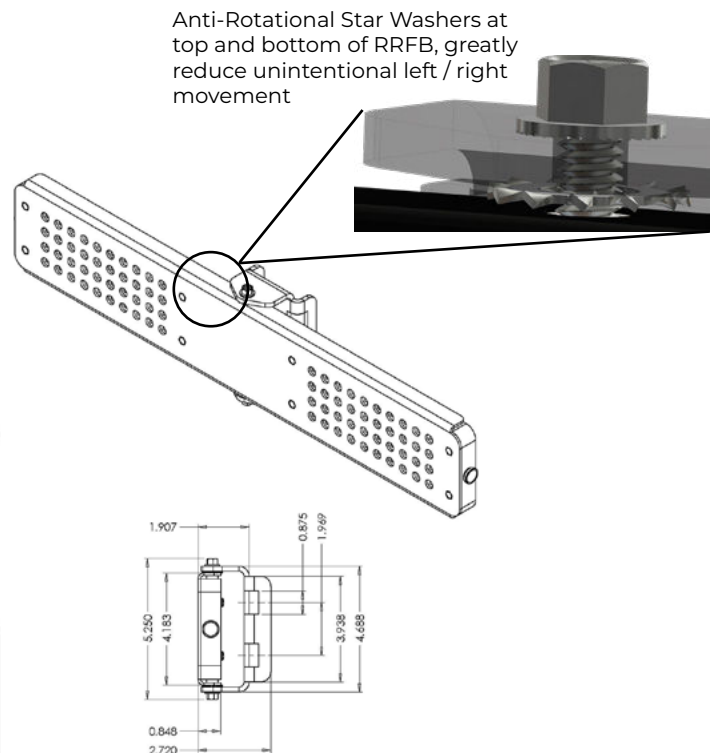
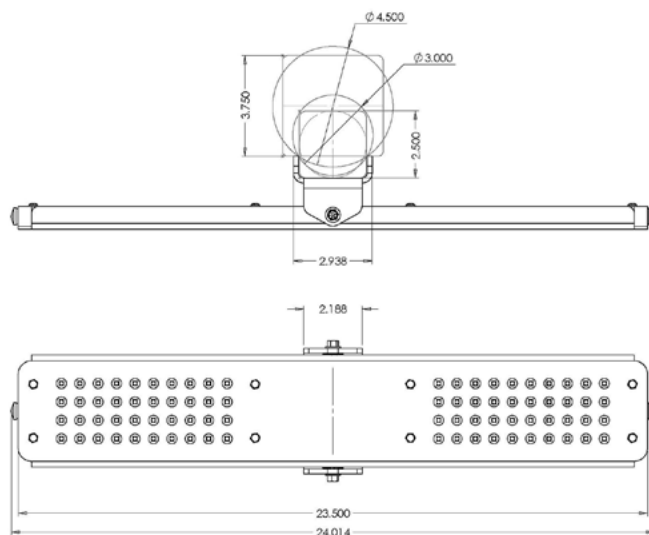
- Each of the 80 LEDs have built-in 15 degree UV resistant lens
- Mounting brackets provide for back-to-back mounting
- Horizontal aiming adjustment
- Dimensions: 24"W x 4.183"H x .85"D (60.96 x 10.63 x 2.16 cm)

## Performance

- Rated for 800, 30 second activations per day with 2 hours sunlight for continuous operation
- 12 AH ~5.5 days of 800, 30 second activations without solar panel.
- Wireless activation within 100 mS
- Wireless range of 2000'

RELEASED: 20190108

# Dimensions



Distributed By



# SA-FR 1184

Traffic Control Begins Before Deployment

## Working to Improve Unabated Deployment

SA-FR 1184 is a sign enhancement device utilized by Fire Stations to engage and forewarn drivers prior to the First Responders call-to-action and departure for an emergency response. The device initiates an immediate activation of LED enhanced flashers permanently mounted and networked together on Fixed Warning Signs at or near the ingress/egress to the Fire Station.

The activated system prompts an immediate roadside alert with a visible "Motorist Call to Action" to Yield during First Responder deployment and return to the Fire Station.



### SA-FR 1184 Activation Options Available:

- Portable Remote
- Wall-Mounted Activator
- 24/7 Flashing

- ◆ SA-FR operates within a Wireless Network
- ◆ Easy Installation
- ◆ Remote Connectivity
- ◆ TC Connect WiFi Compatible
- ◆ 20W, 30W, 50W and 60W Solar Available
- ◆ A/C Option Available
- ◆ Retrofit existing signs and infrastructure
- ◆ Warning Signs available
- ◆ Flasher Rings and Flash Rates are MUTCD Compliant
- ◆ Flasher Ring Confirmation LED located on Remote and Wall Mounted Activator.



Distributed By:



| Intersection: State Highway 1 and 3rd Street             |          |              |              |
|----------------------------------------------------------|----------|--------------|--------------|
| Traffic Control Device Needed                            | Quantity | Unit Price   | Total        |
| TraffiCalm SA-FR 1184 Bases needed-2                     | 1        | \$ 6,255.00  | \$ 6,255.00  |
| TraffiCalm SA 328 RRFB Multiple Crosswalk Bases needed-4 | 1        | \$ 11,822.00 | \$ 11,822.00 |
| TraffiCalm SA 328 RRFB Single Crosswalk Bases needed-2   | 0        | \$ 6,840.00  | \$ -         |
| Old Castle Signal Base 18"x4'-8"                         | 6        | \$ 830.00    | \$ 4,980.00  |
| R1-6a Pedestrian Surface Mounted Sign                    | 2        | \$ 375.00    | \$ 750.00    |
| Total per intersection                                   |          |              | \$ 23,807.00 |

| Intersection: State Highway 1 and 5th Street             |          |              |              |
|----------------------------------------------------------|----------|--------------|--------------|
| Traffic Control Device Needed                            | Quantity | Unit Price   | Total        |
| TraffiCalm SA-FR 1184 Bases needed-2                     | 0        | \$ 6,255.00  | \$ -         |
| TraffiCalm SA 328 RRFB Multiple Crosswalk Bases needed-4 | 1        | \$ 11,822.00 | \$ 11,822.00 |
| TraffiCalm SA 328 RRFB Single Crosswalk Bases needed-2   | 0        | \$ 6,840.00  | \$ -         |
| Old Castle Signal Base 18"x4'-8"                         | 4        | \$ 830.00    | \$ 3,320.00  |
| R1-6a Pedestrian Surface Mounted Sign                    | 2        | \$ 375.00    | \$ 750.00    |
| Total per Intersection                                   |          |              | \$ 15,892.00 |

| Wellington Middle School                                 |          |              |             |
|----------------------------------------------------------|----------|--------------|-------------|
| Traffic Control Device Needed                            | Quantity | Unit Price   | Total       |
| TraffiCalm SA-FR 1184 Bases needed-2                     | 0        | \$ 6,255.00  | \$ -        |
| TraffiCalm SA 328 RRFB Multiple Crosswalk Bases needed-4 | 0        | \$ 11,822.00 | \$ -        |
| TraffiCalm SA 328 RRFB Single Crosswalk Bases needed-2   | 1        | \$ 6,840.00  | \$ 6,840.00 |
| Old Castle Signal Base 18"x4'-8"                         | 2        | \$ 830.00    | \$ 1,660.00 |
| R1-6a Pedestrian Surface Mounted Sign                    | 1        | \$ 375.00    | \$ 375.00   |
| Total per Intersection                                   |          |              | \$ 8,875.00 |

| Rice Elementary School                                   |          |              |             |
|----------------------------------------------------------|----------|--------------|-------------|
| Traffic Control Device Needed                            | Quantity | Unit Price   | Total       |
| TraffiCalm SA-FR 1184 Bases needed-2                     | 0        | \$ 6,255.00  | \$ -        |
| TraffiCalm SA 328 RRFB Multiple Crosswalk Bases needed-4 | 0        | \$ 11,822.00 | \$ -        |
| TraffiCalm SA 328 RRFB Single Crosswalk Bases needed-2   | 1        | \$ 6,840.00  | \$ 6,840.00 |
| Old Castle Signal Base 18"x4'-8"                         | 2        | \$ 830.00    | \$ 1,660.00 |
| R1-6a Pedestrian Surface Mounted Sign                    | 1        | \$ 375.00    | \$ 375.00   |
| Total per Intersection                                   |          |              | \$ 8,875.00 |

| Eyestone Elementary School                               |          |              |             |
|----------------------------------------------------------|----------|--------------|-------------|
| Traffic Control Device Needed                            | Quantity | Unit Price   | Total       |
| TraffiCalm SA-FR 1184 Bases needed-2                     | 0        | \$ 6,255.00  | \$ -        |
| TraffiCalm SA 328 RRFB Multiple Crosswalk Bases needed-4 | 0        | \$ 11,822.00 | \$ -        |
| TraffiCalm SA 328 RRFB Single Crosswalk Bases needed-2   | 1        | \$ 6,840.00  | \$ 6,840.00 |
| Old Castle Signal Base 18"x4'-8"                         | 2        | \$ 830.00    | \$ 1,660.00 |
| R1-6a Pedestrian Surface Mounted Sign                    | 0        | \$ 375.00    | \$ -        |
| Total per Intersection                                   |          |              | \$ 8,500.00 |



## Board of Trustees Meeting

**Date:** March 10, 2020  
**Submitted By:** Bob Gowing, Public Works Director, Dave Myer, Engineer, Dan "DJ" Jones Lead Plant Operator  
**Receive & File - Colorado Department of Public Health and Environment Compliance Order on Consent**  
**Subject:**

- **Staff Presentation: Bob Gowing, Public Works Director**

### EXECUTIVE SUMMARY

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Regarding Wellington's Water Treatment Plant (WTP), the Colorado Department of Public Health and Environment (CDPHE) has issued a Compliance Order on Consent (COC) which stipulates a \$20,000 payment in civil penalties.

The purpose of the COC is to establish compliance requirements and criteria for the continued operation of the Town's WTP and to resolve, without litigation, the civil penalties associated with alleged violations as cited within the document.

### BACKGROUND / DISCUSSION

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Wellington's primary water treatment plant (WTP) has been consecutively failing its quarterly Whole Effluent Toxicity (WET) tests for approximately the last three years which is in violation of CDPHE requirements. Per the Environmental Protection Agency (EPA), these tests describe the toxic effect of an aqueous sample as measured by an organism's response upon exposure to the sample (e.g., lethality, impaired growth, or reproduction). WET tests replicate the total effect of environmental exposure of aquatic life to toxic pollutants in an effluent.

In response to the repeated WET test failures, an COC was drafted in the spring of 2018 based on Wellington's estimate that the water treatment plant expansion would begin construction in 2019 and be completed in 2020. That COC was never signed since the proposed timeline contained within the document was inaccurate. CDPHE (Division) has since been providing waivers to accelerate testing, despite the lack of a signed Compliance Order, and based on updates from Wellington that the design and construction process was moving forward appropriately. Furthermore, a paragraph within the COC stipulates a \$20,000 payment in civil penalties:

*"Based upon the factors set forth in §25-8-608(1), C.R.S., and consistent with Departmental policies for violations of the Act, the Town shall pay \$20,000.00 in civil penalties. The Division intends to petition the Executive Director, or his designee, to impose the \$20,000.00 civil penalty for the above violation(s) and the Town agrees to make the payment within 30 calendar days of the issuance of an Order for Civil Penalty by the Executive Director or his designee."*

Effective January 2020, because Wellington is behind the original proposed schedule, the lack of an accurate timeline, and lack of signed Compliance Order, the Division is no longer able to provide a waiver. Town staff met with CDPHE in Denver on January 14, 2020 to discuss the COC's finalization and revisions to its



timeline. Jacobs was also in attendance with respect to its WTP Independent Review. Since the meeting, Town staff has proposed a revised timeline which was since accepted by the Division. The Town Administrator signed the revised COC, and it was mailed to the Division on February 27, 2020. As stated above, upon full execution of the document (signing by the Division), the town has 30 days to submit its payment of \$20,000.

Note that action is not required by the Town Board on this item, rather it is being brought forth for discussion and to receive and file.

#### **STAFF RECOMMENDATION**

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Move to Receive and File: CDPHE Compliance Order on Consent and associated \$20,000 payment in civil penalties.

#### **ATTACHMENTS**

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1. CDPHE Compliance Order on Consent 2020



# COLORADO

## Department of Public Health & Environment

### WATER QUALITY CONTROL DIVISION

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#### COMPLIANCE ORDER ON CONSENT

NUMBER: **MC-2007XX-1**

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IN THE MATTER OF:      TOWN OF WELLINGTON  
                                 CDPS PERMIT NO. COG641000  
                                 CERTIFICATION NO. COG641159  
                                 LARIMER COUNTY, COLORADO

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The Colorado Department of Public Health and Environment ("Department"), through the Water Quality Control Division ("Division"), issues this Compliance Order on Consent ("Consent Order"), pursuant to the Division's authority under §§25-8-602 and 605, C.R.S. of the Colorado Water Quality Control Act ("Act") §§25-8-101 to 803, C.R.S., and its implementing regulations, with the express consent of the Town of Wellington ("Town"). The Division and the Town may be referred to collectively as the "Parties."

#### STATEMENT OF PURPOSE

1. The mutual objectives of the Parties in entering into this Consent Order are:
  - a. To establish compliance requirements and criteria for the continued operation of the Town's Wellington Water Treatment facility located at or near the Town of Wellington, Larimer County, Colorado ("Facility"); and
  - b. To resolve, without litigation, the civil penalties associated with alleged violations cited herein.

#### DIVISION'S FINDINGS OF FACT AND DETERMINATION OF VIOLATIONS

2. Based upon the Division's investigation into and review of the compliance issues identified herein, and in accordance with §§25-8-602 and 605, C.R.S., the Division has made the following determinations regarding the Town, the Facility and the Town's compliance with the Act and its implementing permit regulations.
3. At all times relevant to the violations cited herein, the Town was a municipality as defined by §31-1-101(6), C.R.S.
4. The Town is a "person" as defined by §25-8-103(13), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(73).

5. The Facility uses membrane and conventional filtration systems in the process of generating potable water for municipal use. The membrane filtration system requires routine cleaning, which is accomplished via a backwashing process. Filter backwash waste mixes with Clean-In-Place waste and is treated with a series of chemical additions and settling ponds prior to discharging via a conveyance ditch to the North Poudre Reservoir.
6. The Facility is subject to the Colorado Discharge Permit System General Permit, Number COG641000, for Water Treatment Plants ("Permit"). The Permit became effective November 1, 2005 and was set to expire on October 31, 2010, but was administratively continued until Permit reissuance.
7. On August 14, 2008, The Division provided the Town with Certification Number COG641122 authorizing the Town to discharge filter backwash water from the Facility through Outfall 001A to the North Poudre Reservoir in accordance with specific effluent limitations and other terms and conditions of the Permit ("Certification COG641122"). Certification Number COG641122 became effective on August 14, 2008 and was set to expire on October 31, 2010, but was administratively continued until Permit reissuance.
8. On April 3, 2013, the Division received a modification application from the Town requesting a change in sampling location and a modification of the effluent description to include dilution from groundwater.
9. On May 30, 2013, the Division modified Certification COG641122. The modification required a change in the certification number, and Certification COG641122 was terminated, effective June 1, 2013.
10. On May 30, 2013, the Division provided the Town with Certification Number COG641159 authorizing the Town to discharge filter backwash water from the Facility through Outfall 001A to the North Poudre Reservoir in accordance with specific effluent limitations and other terms and conditions of the Permit ("Certification COG641159"). Certification COG641159 became effective on June 1, 2013 and remains administratively continued until Permit reissuance or until the Town inactivates Permit coverage.
11. Pursuant to 5 CCR 1002-61, §61.8, the Town must comply with all terms and conditions of the Permit, and violations of such terms and conditions as specified in the Permit may be subject to civil and criminal liability pursuant to §§25-8-601 through 25-8-612, C.R.S.
12. In April 2017, the Town began plans to modify and upgrade the Facility, to address growth, maintenance, operational and regulatory challenges. The planned modifications and upgrades will ultimately result in a zero liquid discharge facility and eliminate all filter backwash discharges from the Facility.

### Failure to Comply with Permit Effluent Limitations

13. Pursuant to Part I.B.1. of the Permit and the Certification Number COG641159, the Town's effluent at Outfall 001A shall not exceed, among others not subject to this action, the effluent discharge limitations specified below:

| TOWN OF WELLINGTON<br>EFFLUENT LIMITATIONS               |                |               |                                                         |
|----------------------------------------------------------|----------------|---------------|---------------------------------------------------------|
| Effluent Parameter                                       | 30-Day Average | 7-Day Average | Daily Max                                               |
| Total Suspended Solids ("TSS"), mg/l                     | 30             | 45            | --                                                      |
| Toxicity [chronic], Ceriodaphnia dubia                   | --             | --            | Statistical Difference (NOEC) or IC25 >100% (daily min) |
| Toxicity [chronic], Pimephales promelas (Fathead Minnow) | --             | --            | Statistical Difference (NOEC) or IC25 >100% (daily min) |

14. Pursuant to Part I.C.1. of the Permit, the Town is required to monitor defined effluent parameters at specified frequencies and report the results to the Division on a Discharge Monitoring Report ("DMR").
15. Pursuant to Part I.F.2. of the Permit, the Town is required to summarize and report the analytical results of its effluent monitoring to the Division via quarterly DMR forms. Each DMR is to include a certification by the Town that the information provided therein is true, accurate and complete to the knowledge and belief of the Town.
16. The Town's DMRs include, among other information and data, the following pollutant concentration summary data, which exceeded the effluent limitations outlined in Part I.B. of the Permit and the Certification Number COG641159:

| TOWN OF WELLINGTON<br>EFFLUENT SELF-MONITORING DATA  |                                      |                           |                                          |
|------------------------------------------------------|--------------------------------------|---------------------------|------------------------------------------|
| DISCHARGE MONITORING REPORTING PERIOD                | SAMPLE MEASUREMENTS FOR OUTFALL 001A |                           |                                          |
| TSS, mg/l                                            | 30-DAY AVG.<br>LIMIT = 30            | 7-DAY AVG.<br>LIMIT = 45  | DAILY MAX<br>LIMIT = N/A                 |
| 1 <sup>st</sup> Quarter 2017<br>(1/1/2017–3/31/2017) | 37.5                                 | 56                        | --                                       |
| DISCHARGE MONITORING REPORTING PERIOD                | SAMPLE MEASUREMENTS FOR OUTFALL 001X |                           |                                          |
| Toxicity [chronic],<br>Ceriodaphnia dubia            | 30-DAY AVG.<br>LIMIT = N/A           | 7-DAY AVG.<br>LIMIT = N/A | DAILY MAX<br>LIMIT = NOEC or IC25 ≥ 100% |
| 6/1/2013–6/30/2013                                   | --                                   | --                        | NOEC = 75<br>IC25 = 54.2                 |
| 3 <sup>rd</sup> Quarter 2014<br>(7/1/2014–9/30/2014) | --                                   | --                        | NOEC = 32.7<br>IC25 = 25                 |
| 1 <sup>st</sup> Quarter 2015<br>(1/1/2015–3/31/2015) | --                                   | --                        | NOEC = 25<br>IC25 = 20.3                 |
| 1 <sup>st</sup> Quarter 2017<br>(1/1/2017–3/31/2017) | --                                   | --                        | NOEC = 25<br>IC25 = 31.25                |
| 2 <sup>nd</sup> Quarter 2017                         | --                                   | --                        | NOEC = 22.9                              |

| TOWN OF WELLINGTON<br>EFFLUENT SELF-MONITORING DATA         |                            |                           |                                          |
|-------------------------------------------------------------|----------------------------|---------------------------|------------------------------------------|
| (4/1/2017–6/30/2017)                                        |                            |                           | IC25 = 22.9                              |
| 3 <sup>rd</sup> Quarter 2017<br>(7/1/2017–9/30/2017)        | --                         | --                        | NOEC = 25<br>IC25= 26.8                  |
| 4 <sup>th</sup> Quarter 2017<br>(10/1/2017–12/31/2017)      | --                         | --                        | NOEC = 25<br>IC25= 34.1                  |
| 1 <sup>st</sup> Quarter 2018<br>(1/1/2018–3/31/2018)        | --                         | --                        | NOEC = 12.5<br>IC25= 17.7                |
| 2 <sup>nd</sup> Quarter 2018<br>(4/1/2018–6/30/2018)        | --                         | --                        | NOEC = 25<br>IC25 = 37.5                 |
| 3 <sup>rd</sup> Quarter 2018<br>(7/1/2018–9/30/2018)        | --                         | --                        | NOEC = 12.5<br>IC25 = 21.9               |
| 4 <sup>th</sup> Quarter 2018<br>(10/1/2018–12/31/2018)      | --                         | --                        | NOEC = 7.4<br>IC25 = 10.4                |
| 1 <sup>st</sup> Quarter 2019<br>(1/1/2019–3/31/2019)        | --                         | --                        | NOEC = 35<br>IC25 = 34.97                |
| 2 <sup>nd</sup> Quarter 2019<br>(4/1/2019–6/30/2019)        | --                         | --                        | NOEC = 23.9<br>IC25 = 23.9               |
| 3 <sup>rd</sup> Quarter 2019<br>(7/1/2019–9/30/2019)        | --                         | --                        | NOEC = 27.6<br>IC25 = 30.4               |
| 4 <sup>th</sup> Quarter 2019<br>(10/1/2019–12/31/2019)      | --                         | --                        | NOEC = 4<br>IC25 = 5.2                   |
| Toxicity [chronic], Pimephales<br>promelas (Fathead Minnow) | 30-DAY AVG.<br>LIMIT = N/A | 7-DAY AVG.<br>LIMIT = N/A | DAILY MAX<br>LIMIT = NOEC or IC25 ≥ 100% |
| 4 <sup>th</sup> Quarter 2017<br>(10/1/2017–12/31/2017)      | --                         | --                        | NOEC = 25<br>IC25= 33.9                  |

17. TSS and whole effluent toxicity (“WET”) testing are “pollutants”, or indicators thereof, as defined by §25-8-103, C.R.S. and its implementing permit regulation 5 CCR 1002-61, §61.2(76).
18. The Permit and Certification COG641159 do not authorize the pollutant levels identified in paragraph 16 above. Division records establish that during the reporting periods identified above, the Town did not have any other permit authorizing such discharge into State Waters.
19. The Town’s failure to comply with the effluent limitations outlined in the Permit and Certification COG641159 constitutes violations of Part I.B.1. of the Permit and Certification COG641159.
20. Pursuant to the Division’s WET Testing Policy, the Town is required to perform accelerated testing, a toxicity identification evaluation (“TIE”) or a toxicity reduction evaluation (“TRE”) following any routine WET test failure. If accelerated testing is chosen and results indicate a pattern of toxicity, the Town is required to perform a TIE to identify specific toxicant(s) and/or a TRE to identify corrective actions to reduce toxicity.
21. Following the WET test failures outlined paragraph 16 above, the Town performed several accelerated tests and either passed or experienced spontaneous disappearances. In 2013, the Town performed a TIE and a subsequent TRE, which concluded the most probable toxicant was a nonpolar organic. The Town has been unsuccessful in further identifying a specific toxicant(s) but the planned upgrade will cease the discharge.

## ORDER AND AGREEMENT

22. Based on the foregoing factual and legal determinations, pursuant to its authority under §§25-8-602 and 605, C.R.S., and in satisfaction of the alleged violations cited herein, the Division orders the Town to comply with all provisions of this Consent Order, including all requirements set forth below.
23. The Town agrees to the terms and conditions of this Consent Order. The Town agrees that this Consent Order constitutes a notice of alleged violation and an order issued pursuant to §§25-8-602 and 605, C.R.S., and is an enforceable requirement of the Act. The Town also agrees not to challenge directly or collaterally, in any judicial or administrative proceeding brought by the Division or by the Town against the Division:
  - a. The issuance of this Consent Order;
  - b. The factual and legal determinations made by the Division herein; and
  - c. The Division's authority to bring, or the court's jurisdiction to hear, any action to enforce the terms of this Consent Order under the Act.
24. Notwithstanding the above, the Town does not admit to any of the factual or legal determinations made by the Division herein, and any action undertaken by the Town pursuant to this Consent Order shall not constitute evidence of fault and liability by the Town with respect to the conditions of the Facility. The Town expressly reserves its rights to deny any of the Division's factual or legal determinations or defend itself in any other third party proceeding relating to the information identified in this Consent Order.

## Compliance Requirements

25. By March 31, 2020, the Town shall submit a letter of notification that funding has been obtained for design and construction aspects.
26. By January 31, 2022, the Town shall submit a letter of notification that the final plan specifications and the basis of design report have been submitted to the Division.
27. By June 30, 2022, the Town shall submit a letter of notification that Final Design Approval has been received from the Division.
28. By January 31, 2023, the Town shall submit a letter of notification that construction has commenced at the Facility.
29. By March 31, 2020, and every 30 days thereafter, the Town shall submit a monthly progress report to the Division outlining efforts taken to achieve compliance with this Consent Order. At a minimum, each report shall outline activities undertaken during the current reporting period and activities planned for the next reporting period to remain in compliance with this Consent Order. The progress reports shall be required until the issuance of written notice from the Division that the reports are no longer necessary.
30. By March 31, 2023, the Town shall submit a construction progress report summarizing the progress

in construction and other activities associated with ceasing all filtration backwash discharges from the Facility. The construction progress report may serve as the monthly progress report outlined in paragraph 30 above for the month of March 2023

31. By May 1, 2025, the Town shall complete construction of facilities or other appropriate actions, which will allow the Town to cease all filtration backwash discharges from the Facility.
32. All documents submitted under this Consent Order shall use the same titles as stated in this Consent Order, and shall reference both the number of this Consent Order and the number of the paragraph pursuant to which the document is required. No plan submitted for Division approval under this Consent Order may be implemented unless and until written approval is received from the Division. Any approval by the Division of a plan submitted under this Consent Order is effective upon receipt by the Town. All approved plans, including all procedures and schedules contained in the plans, are hereby incorporated into this Consent Order, and shall constitute enforceable requirements under the Act.

#### CIVIL PENALTY

33. Based upon the factors set forth in §25-8-608(1), C.R.S., and consistent with Departmental policies for violations of the Act, the Town shall pay \$20,000.00 in civil penalties. The Division intends to petition the Executive Director, or his designee, to impose the \$20,000.00 civil penalty for the above violation(s) and the Town agrees to make the payment within 30 calendar days of the issuance of an Order for Civil Penalty by the Executive Director or his designee. Method of payment shall be by certified or cashier's check drawn to the order of the "Colorado Department of Public Health and Environment," and delivered to:

Andrea Beebout  
Colorado Department of Public Health and Environment  
Water Quality Control Division  
Mail Code: WQCD-CWE-B2  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530

#### SCOPE AND EFFECT OF CONSENT ORDER

34. The Parties agree and acknowledge that this Consent Order constitutes a full and final settlement of the violations cited herein.
35. This Consent Order is subject to the Division's "Public Notification on Administrative Enforcement Actions Policy," which includes a 30 day public comment period. The Division and the Town each reserve the right to withdraw consent to this Consent Order if comments received during the 30 day period result in any proposed modification to the Consent Order.
36. This Consent Order constitutes a final agency order or action upon the date when the Executive Director or his designee imposes the civil penalty following the public comment period. Any violation of the provisions of this Consent Order by the Town, including any false certifications, shall be a violation of a final order or action of the Division for the purpose of §25-8-608, C.R.S., and may result in the assessment of civil penalties of up to \$10,000 per day for each day during which such violation occurs.

37. The Parties' obligations under this Consent Order are limited to the matters expressly stated herein or in approved submissions required hereunder. All submissions made pursuant to this Consent Order are incorporated into this Consent Order and become enforceable under the terms of this Consent Order as of the date of approval by the Division.
38. The Division's approval of any submission, standard, or action under this Consent Order shall not constitute a defense to, or an excuse for, any prior violation of the Act, or any subsequent violation of any requirement of this Consent Order or the Act.
39. Notwithstanding paragraph 33 above, the violations described in this Consent Order will constitute part of the Town's compliance history.
40. The Town shall comply with all applicable Federal, State, and/or local laws in fulfillment of its obligations hereunder and shall obtain all necessary approvals and/or permits to conduct the activities required by this Consent Order. The Division makes no representation with respect to approvals and/or permits required by Federal, State, or local laws other than those specifically referred to herein.

#### **LIMITATIONS, RELEASES AND RESERVATION OF RIGHTS AND LIABILITY**

41. Upon the effective date of this Consent Order, and during its term, this Consent Order shall stand in lieu of any other enforcement action by the Division with respect to the specific instances of violations cited herein. The Division reserves the right to bring any action to enforce this Consent Order, including actions for penalties or the collection thereof, and/or injunctive relief.
42. This Consent Order does not grant any release of liability for any violations not specifically cited herein.
43. The Town reserves its rights and defenses regarding the Facility other than proceedings to enforce this Consent Order.
44. Nothing in this Consent Order shall preclude the Division from imposing additional requirements necessary to protect human health or the environment and to effectuate the purposes of the Consent Order. Nor shall anything in this Consent Order preclude the Division from imposing additional requirements in the event that additional information is discovered that indicates such requirements are necessary to protect human health or the environment.
45. The Town releases and covenants not to sue the State of Colorado or its employees, agents or representatives as to all common law or statutory claims or counterclaims or for any injuries or damages to persons or property resulting from acts or omissions of the Town, or those acting for or on behalf of the Town, including its officers, employees, agents, successors, representatives, contractors, consultants or attorneys in carrying out activities pursuant to this Consent Order. The Town shall not hold out the State of Colorado or its employees, agents or representatives as a party to any contract entered into by the Town in carrying out activities pursuant to this Consent Order. Nothing in this Consent Order shall constitute an express or implied waiver of immunity otherwise applicable to the State of Colorado, its employees, agents or representatives.

### SITE ACCESS AND SAMPLING

46. The Division shall be permitted to oversee any and all work being performed under this Consent Order. The Division shall be permitted access to the Facility property at any time work is being conducted pursuant to this Consent Order, and during reasonable business hours during any period work is not being conducted, for the purposes of determining the Town's compliance with the Act, the Regulations, and this Consent Order. The Division shall be permitted to inspect work sites, operating and field logs, contracts, manifests, shipping records, and other relevant records and documents relating to this Consent Order or any requirement under this Consent Order and to interview the Town's personnel and contractors performing work required by this Consent Order. Nothing in this paragraph limits or impairs the Division's statutory authorities to enter and inspect the Facility.

### FORCE MAJEURE

47. The Town shall perform the requirements of this Consent Order within the schedules and time limits set forth herein and in any approved plan unless the performance is prevented or delayed by events that constitute a force majeure. A force majeure is defined as any event arising from causes which are not reasonably foreseeable, which are beyond the control of the Town, and which cannot be overcome by due diligence.
48. Within 72 hours of the time that the Town knows or has reason to know of the occurrence of any event which the Town has reason to believe may prevent the Town from timely compliance with any requirement under this Consent Order, the Town shall provide verbal notification to the Division. Within 7 calendar days of the time that the Town knows or has reason to know of the occurrence of such event, the Town shall submit to the Division a written description of the event causing the delay, the reasons for and the expected duration of the delay, and actions which will be taken to mitigate the duration of the delay.
49. The burden of proving that any delay was caused by a force majeure shall at all times rest with the Town. If the Division agrees that a force majeure has occurred, the Division will so notify the Town. The Division will also approve or disapprove of the Town's proposed actions for mitigating the delay. If the Division does not agree that a force majeure has occurred, or if the Division disapproves of the Town's proposed actions for mitigating the delay, it shall provide a written explanation of its determination to the Town. Pursuant to the Dispute Resolution section, within fifteen (15) calendar days of receipt of the explanation, the Town may file an objection.
50. Delay in the achievement of one requirement shall not necessarily justify or excuse delay in the achievement of subsequent requirements. In the event any performance under this Consent Order is found to have been delayed by a force majeure, the Town shall perform the requirements of this Consent Order that were delayed by the force majeure with all due diligence.

### DISPUTE RESOLUTION

51. If the Division determines that that a violation of this Consent Order has occurred; that a force majeure has not occurred; that the actions taken by the Town to mitigate the delay caused by a force majeure are inadequate; that the Town's Notice of Completion should be rejected pursuant to paragraph 62, the Division shall provide a written explanation of its determination to the Town. Within 15 calendar days of receipt of the Division's determination, the Town shall:

- a. Submit a notice of acceptance of the determination; or
- b. Submit a notice of dispute of the determination.

If the Town fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

52. If the Division disapproves or approves with modifications any original or revised plan submitted by the Town pursuant to this Consent Order, the Division shall provide a written explanation of the disapproval or approval with modifications. Within 15 calendar days of receipt of the Division's approval with modifications or disapproval of the plan, the Town shall:
- a. In the case of an approval with modifications only, submit a notice of acceptance of the plan as modified and begin to implement the modified plan;
  - b. In the case of a disapproval only, submit a revised plan for Division review and approval. the Town may not select this option if the Division has included in its disapproval an alternate plan that shall be implemented by the Town; or
  - c. Submit a notice of dispute of the disapproval or approval with modifications.

If the Town fails to do any of the above within the specified time, the Town shall be deemed to have failed to comply with the Consent Order, and the Division may bring an enforcement action, including an assessment of penalties.

53. If the Town submits a revised plan, the plan shall respond adequately to each of the issues raised in the Division's written explanation of the disapproval or approval with modifications. The Division may determine that failure to respond adequately to each of the issues raised in the Division's written explanation constitutes a violation of this Consent Order. The Division shall notify the Town in writing of its approval, approval with modifications, or disapproval of the revised plan. If the Division disapproves the revised plan, it may include in its disapproval a plan for implementation by the Town. Such disapproval and plan shall be deemed effective and subject to appeal in accordance with the Act and the Colorado State Administrative Procedures Act, §§ 24-4-101 through 108, C.R.S. (the "APA"), unless the Town submits a notice of dispute, pursuant to paragraph 56 above, of the Division's disapproval and plan for implementation. All requirements and schedules of the Division's plan shall not become effective pending resolution of the dispute.
54. If the Town files any notice of dispute pursuant to paragraph 55, 56, or 57 the notice shall specify the particular matters in the Division's determination that the Town seeks to dispute, and the basis for the dispute. Matters not identified in the notice of dispute shall be deemed accepted by the Town. The Division and the Town shall have 30 calendar days from the receipt by the Division of the notification of dispute to reach an agreement. If agreement cannot be reached on all issues within this 30 calendar day period, the Division shall confirm or modify its decision within an additional 14 calendar days, and the confirmed or modified decision shall be deemed effective and subject to appeal in accordance with the Act and the APA.

### NOTICES

55. Unless otherwise specified, any report, notice or other communication required under the Consent Order shall be sent to:

For the Division:

Andrea Beebout  
Colorado Department of Public Health and Environment  
Water Quality Control Division  
Mail Code: WQCD-CWE-B2  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530  
Telephone: 303-692-6498  
E-mail: andrea.beebout@state.co.us

For the Town of Wellington:

Ed Cannon, Town Administrator  
Town of Wellington  
P.O. Box 127  
Wellington, Colorado 80549

#### **OBLIGATIONS UNAFFECTED BY BANKRUPTCY**

56. The obligations set forth herein are based on the Division's police and regulatory authority. These obligations require specific performance by the Town of corrective actions carefully designed to prevent on-going or future harm to public health or the environment, or both. Enforcement of these obligations is not stayed by a petition in bankruptcy. The Town agrees that the penalties set forth in this Consent Order are not in compensation of actual pecuniary loss. Further, the obligations imposed by this Consent Order are necessary for the Town and the Facility to achieve and maintain compliance with State law.

#### **MODIFICATIONS**

57. This Consent Order may be modified only upon mutual written agreement of the Parties.

#### **COMPLETION OF REQUIRED ACTIONS**

58. The Town shall submit a Notice of Completion to the Division upon satisfactory completion of all requirements of this Consent Order. The Division shall either accept or reject the Town's Notice of Completion in writing within 30 calendar days of receipt. If the Division rejects the Town's Notice of Completion, it shall include in its notice a statement identifying the requirements that the Division considers incomplete or not satisfactorily performed and a schedule for completion. The Town shall, within 15 calendar days of receipt of the Division's rejection, either:
- Submit a notice of acceptance of the determination; or
  - Submit a notice of dispute.

If the Town fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

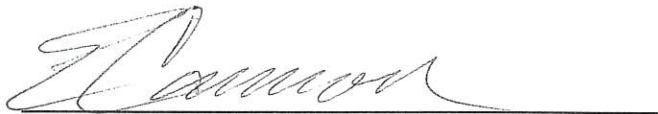
### NOTICE OF EFFECTIVE DATE

59. This Consent Order shall be fully effective, enforceable and constitute a final agency action upon the date when the Executive Director or his designee imposes the civil penalty following closure of the public comment period referenced in paragraph 34. If the penalty as described in this Consent Order is not imposed, or an alternate penalty is imposed, this Consent Order becomes null and void.

### BINDING EFFECT AND AUTHORIZATION TO SIGN

60. This Consent Order is binding upon the Town and its elected officials, employees, agents, representatives, successors in interest, and assigns. The undersigned warrant that they are authorized to legally bind their respective principals to this Consent Order. The Town agrees to provide a copy of this Consent Order to any contractors and other agents performing work pursuant to this Consent Order and require such agents to comply with the requirements of this Consent Order. In the event that a party does not sign this Consent Order within 30 calendar days of the other party's signature, this Consent Order becomes null and void. This Consent Order may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order.

#### FOR THE TOWN OF WELLINGTON:



Ed Cannon, Town Administrator  
Town of Wellington

Date:

Feb. 27, 2020

#### FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

\_\_\_\_\_  
Nathan Moore  
Clean Water Compliance and Enforcement Section Manager  
WATER QUALITY CONTROL DIVISION

Date: \_\_\_\_\_





## **Board of Trustees Meeting**

**Date:** March 10, 2020

**Submitted By:**

**Plan of Administrative Organization**

**Subject:**

- **Staff Presentation: Ed Cannon, Town Administrator**

### **EXECUTIVE SUMMARY**

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### **BACKGROUND / DISCUSSION**

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### **STAFF RECOMMENDATION**

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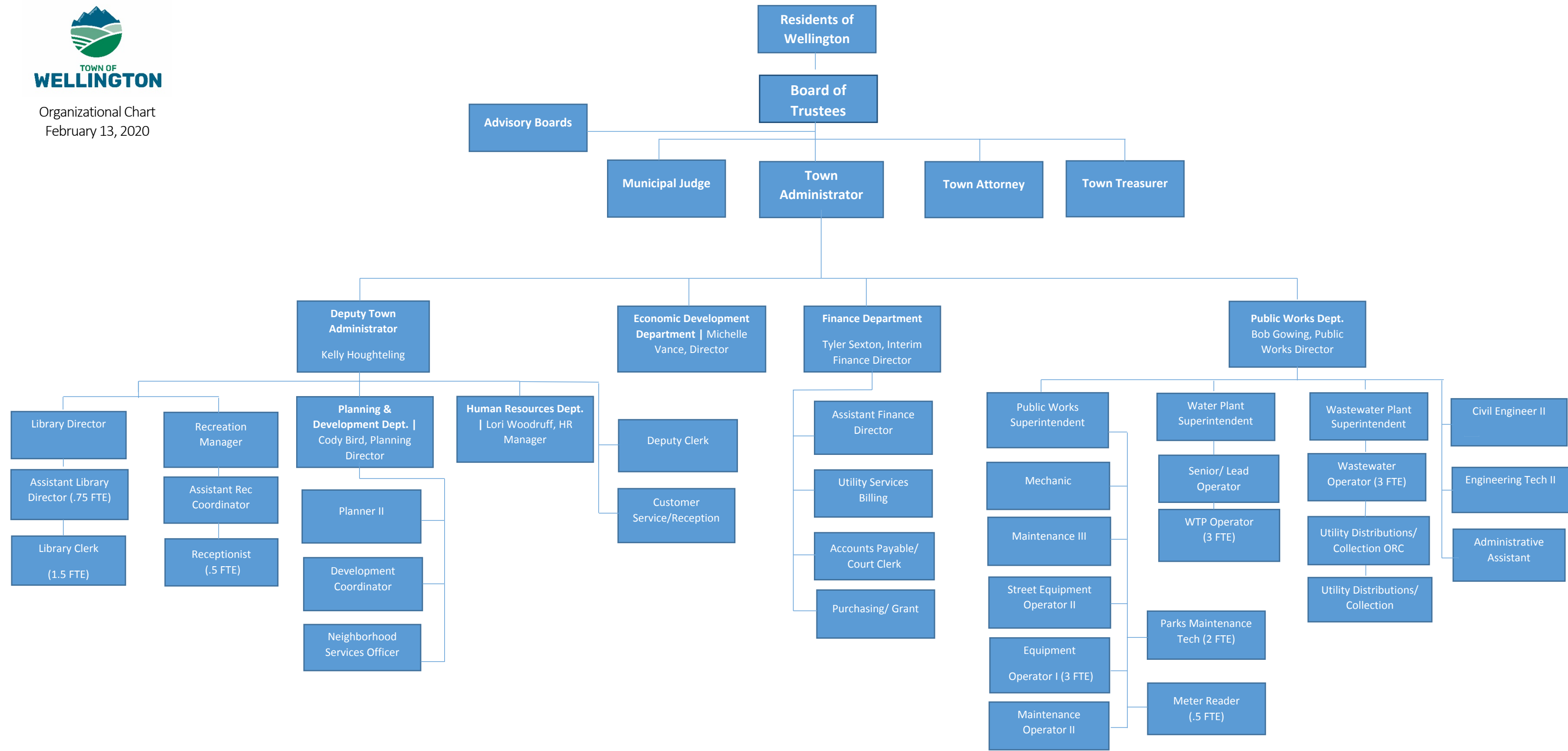
### **ATTACHMENTS**

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1. Org Chart\_ Updated 2.13.2020



Organizational Chart  
February 13, 2020



## Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- |                                    |                                                                           |                                                              |
|------------------------------------|---------------------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Social    | <input type="checkbox"/> Athletic                                         | <input type="checkbox"/> Philanthropic Institution           |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge Or Chapter               | <input type="checkbox"/> Political Candidate                 |
| <input type="checkbox"/> Patriotic | <input checked="" type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution                            |                                                              |

**LIAB** Type of Special Event Applicant is Applying for:  
2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day  
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

**DO NOT WRITE IN THIS SPACE**

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate  
Wellington Colorado Main Streets Program  
State Sales Tax Number (Required)  
47-1116411

2. Mailing Address of Organization or Political Candidate  
(Include street, city/town and ZIP)

Wellington CO Main Streets Program  
PO Box 1021  
Wellington, CO 80549

3. Address of Place to Have Special Event  
(Include street, city/town and ZIP)

Centennial Park  
3815 Harrison Avenue  
Wellington, CO 80549

| Name | Date of Birth | Home Address (Street, City, State, ZIP) | Phone Number |
|------|---------------|-----------------------------------------|--------------|
|------|---------------|-----------------------------------------|--------------|

|                                               |  |  |  |
|-----------------------------------------------|--|--|--|
| 4. Pres./Sec'y of Org. or Political Candidate |  |  |  |
|-----------------------------------------------|--|--|--|

|                                   |          |                                     |               |
|-----------------------------------|----------|-------------------------------------|---------------|
| 5. Event Manager<br>Kallie Cooper | 03/19/88 | 8422 Woodlands Way Wellington CO 80 | 97u0-568-4985 |
|-----------------------------------|----------|-------------------------------------|---------------|

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?  
☒ NO ☐ YES HOW MANY DAYS? \_\_\_\_\_

7. Is premises now licensed under state liquor or beer code?  
☒ NO ☐ YES TO WHOM? \_\_\_\_\_

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

| Date       | Hours | From      | To        | Date | Hours | From | To | Date | Hours | From | To | Date | Hours | From | To |
|------------|-------|-----------|-----------|------|-------|------|----|------|-------|------|----|------|-------|------|----|
| 04/04/2020 |       | 8:00 a.m. | 4:00 p.m. |      |       |      |    |      |       |      |    |      |       |      |    |

### Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

|                                   |                             |                    |
|-----------------------------------|-----------------------------|--------------------|
| Signature<br><i>Kallie Cooper</i> | Title<br>Executive Director | Date<br>03/03/2020 |
|-----------------------------------|-----------------------------|--------------------|

### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

|                                                                  |                                                                             |                                                       |
|------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------|
| Local Licensing Authority (City or County)<br>Town of Wellington | <input checked="" type="checkbox"/> City<br><input type="checkbox"/> County | Telephone Number of City/County Clerk<br>970-568-3381 |
|------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------|

|           |       |      |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

### Liability Information

| License Account Number | Liability Date | State      | Total |
|------------------------|----------------|------------|-------|
|                        |                | -750 (999) | \$    |

(Instructions on Reverse Side)

## Application Information and Checklist

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

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.  
**Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- ☐ If not Incorporated, a NONPROFIT charter; or
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.
- ☐ The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)
- ☐ An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- ☐ Check payable to the Colorado Department Of Revenue

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.