



BOARD OF TRUSTEES
March 31, 2020
Virtual Meeting

Special Meeting - 6:30 PM

AGENDA

A. CALL TO ORDER

1. Join Zoom Meeting
<https://zoom.us/j/613167653>

Dial by your location
+1 346 248 7799 US (Houston)
Meeting ID: 613 167 653

Community members have two ways to participate in the meeting:

1. Submit their questions ahead of time to the Deputy Town Clerk, sullivcj@wellingtoncolorado.gov
2. Or use the comment box during the live video and staff will monitor the questions.

2. Pledge of Allegiance
3. Roll Call
4. Amendments to Agenda
5. 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

D. ACTION ITEMS

1. Cancellation of April 7, 2020 Board of Trustees Meeting
 - Staff Presentation: Kelly Houghteling, Interim Town Administrator/Clerk

2. COVID-19 Town Update

- Staff Presentation: Kelly Houghteling, Interim Town Administrator/Clerk

3. Intersection Design at State Highway 1 and County Road 9 / County Road 62E

- Staff Presentation: Cody Bird, Planning Director

4. Interim Town Administrator/Clerk Employment Agreement

- Staff Presentation: Brad March, Town Attorney

E. REPORTS

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

F. EXECUTIVE SESSION

G. ADJOURN

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements. Individuals needing special accommodation may request assistance by contacting 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 31, 2020

Submitted By:

Cancellation of April 7, 2020 Board of Trustees Meeting

Subject:

- **Staff Presentation: Kelly Houghteling, Interim Town Administrator/Clerk**

EXECUTIVE SUMMARY

Staff is requesting a cancellation of the April 7, 2020 Special Meeting. This meeting conflicts with the municipal election.

BACKGROUND / DISCUSSION

The local emergency declaration calls for Special Meetings each Tuesday night through May 20th, 2020.

STAFF RECOMMENDATION

Approve cancellation of the April 7th, 2020 Special Meeting.

ATTACHMENTS

None



Board of Trustees Meeting

Date: March 31, 2020

Submitted By:

COVID-19 Town Update

Subject:

- **Staff Presentation: Kelly Houghteling, Interim Town Administrator/Clerk**

EXECUTIVE SUMMARY

Staff will give the latest update on the Town's response to COVID-19.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

None



Board of Trustees Meeting

Date: March 31, 2020
Submitted By: Cody Bird, Planning Director
Subject: Intersection Design at State Highway 1 and County Road 9 / County Road 62E

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

EXECUTIVE SUMMARY

The Town has been working with Poudre School District on annexing property to the Town for construction of a new high school and other future school facilities. Development of the site at the northwest corner of County Road 9 and County Road 62E has raised concerns for traffic safety at the intersections at the curve of State Highway 1. Funds are requested for the purpose of preparing and evaluating conceptual design options for improvements to these intersections that will provide safe and convenient transportation for all roadway users and pedestrians, and which will support the long range viability of traffic movements on these important transportation corridors.

BACKGROUND / DISCUSSION

The Town has contracted with Logan Simpson Design, Inc. to facilitate and prepare updates to the Town's Comprehensive Plan and Land Use Code update. The contract includes working with subconsultant Felsburg, Holt and Ullevig (FHU), a transportation engineering firm, to analyze the Town's transportation networks and to update the Town's transportation master plan.

Town staff has coordinated with Logan Simpson and FHU to prepare the attached contract amendment and scope of services to perform analysis of the roadway segments and intersections, prepare 3 conceptual design options and cost estimates for comparison, and prepare a funding plan to evaluate and make recommendations for funding responsibilities and funding opportunities.

FHU is a leading transportation engineering firm in Colorado and has the technical expertise and resources to conduct the proposed scope of work. An extension to the existing contract with Logan Simpson Design, Inc. allows the Town to obtain these specialized professional services in a timely manner without going through a lengthy RFP process. Including the additional services in the existing contract also represents a good value to the Town since FHU is already analyzing the Town's transportation network.

The attached scope of services includes a proposed fee of \$50,690. At the time of this agenda publication, there are minor details in the scope of work that are still being finalized. Some of the minor changes may result in adjustments to the final fee. Staff recommends that the contract amendment be approved in substantially the form presented in an amount not to exceed \$60,000. Approving the contract amendment in this manner will allow staff the ability to make final adjustments to the scope of work and adjust the contracted fees accordingly. Establishing an upper limit of \$60,000 ensures adequate funds can be budgeted and ensures staff does not exceed the Board's approved funding allocation.

The Town originally budgeted \$200,000 in the General Fund for the Comprehensive Plan and Land Use Code update. The proposed additional services would result in a total contract amount not to exceed \$260,000.

The proposed \$60,000 for this request is not budgeted in the Town's 2020 budget. The additional funds requested would need to be allocated by the Board, and may come from a couple of different sources. Town staff is presenting the following options for the Board's consideration of allocating the funds. A decision on where the funds would come from does not have to be made at this time, provided that the selected re-allocation of funds needs to be completed within the 2020 budget cycle and before funds are expended on these additional professional services.

Funding allocation options:

1. Allocate \$60,000 of additional funds from within the General Fund to the Comprehensive Plan and Land Use Code update.
2. Re-allocate funds set aside for the State Highway 1 and I-25 interchange design. \$333,333 is budgeted to be set aside for the I-25 interchange each budget year from 2020 to 2022. Funds from the I-25 interchange come from road impact fees. The State Highway 1 and County Road 9 / County Road 62E intersection design project is an eligible and appropriate use of revenues from road impact fees.
3. Re-allocate funds within the Streets Fund which may become available throughout the budget year resulting from project savings or from some projects being delayed to a later budget year.

Any of the above options selected will require action by the Board to allocate the necessary funds. An appropriate budget amendment resolution can be prepared based on guidance from the Board and will be presented to the Board for action at an upcoming meeting.

STAFF RECOMMENDATION

Approve a contract amendment with Logan Simpson Design, Inc. to include additional services for roadway conceptual design to the Comprehensive Plan and Land Use Code contract increasing the total amount of the contract to a not to exceed amount of \$260,000 and authorize the Mayor to execute the contract amendment.

ATTACHMENTS

1. Logan Simpson Contract Amendment
2. FHU Scope of Services and Fee



L O G A N S I M P S O N

MODIFICATION NO. 1 TO CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Modification No. 1 to the Agreement dated 24 March 2020, by and between the Town of Wellington, Colorado, (Owner), and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson (Consultant) for the Wellington Comprehensive Plan and Land Use Code Update (Project) is made as of the date last signed below.

Scope of Services:

The additional Scope of Services will be as set forth in the attachment "**Proposal for Professional Services SH 1-CR9-CR62E Intersection Improvements**". The existing contract amount will be increased \$50,690, from the original contract amount of \$200,000 to an adjusted contract amount total of \$250,690.

Terms and Conditions:

All other Terms and Conditions of the Agreement remain the same and are incorporated herein.

FOR THE OWNER:

Town of Wellington, Colorado

FOR THE CONSULTANT:

Logan Simpson Design Inc.
An Arizona corporation

Name: Troy Hamman
Title: Mayor

Name: Bruce Meighen, AICP
Title: Principal

Date: _____

Date: _____

ATTEST:

Name: Ed Cannon
Title: Town Administrator/Clerk

Date: _____

March 13, 2020

Mr. Cody Bird
Town Planner
Town of Wellington
PO Box 127
Wellington, CO 80549-0127

**Reference: Proposal for Professional Services
 SH I-CR9-CR62E Intersection Improvements**

Dear Mr. Bird:

Based on our previous discussions with you, we have prepared this proposal to advance intersection improvements at the SH I-CR9-CR62E intersection. We understand that the intent of the work is to identify the improvements needed at the intersection and the associated costs, develop a phasing plan to provide a configuration that is acceptable to CDOT and Larimer County for the high school opening in 2022, and prepare a funding plan to determine funding responsibilities and funding opportunities for the ultimate improvements at the intersection.

This proposal outlines the required tasks and fee to conduct a traffic analysis and safety assessment; alternative analysis and conceptual design for three alternatives to reach a preferred alternative; develop a phasing and funding plan; and document our findings in a summary report. We will use the information provided by the Town to conduct our design. We will coordinate with the Town, Larimer County and CDOT during this project. We have developed the scope of work and fee estimate detailed below to complete the requested work.

I. Scope of Work

- A. Project Management, Coordination and Meetings – Coordinate with the Town; one kickoff meeting at the start of the project and one progress meeting to discuss the three intersection concepts and select a preferred alternative at the Town with three representatives from FHU including preparation, attendance, and documentation; and progress reports. Ideally both the kickoff meeting and the progress meeting will include CDOT and Larimer County staff in addition to Wellington staff.
- B. Data Collection – Review necessary files, High School Traffic Impact Study (TIS), other relevant data, comments on the previous roundabout layout, obtain available crash data, and other supporting information from the Town and clarify any questions.
- C. Traffic Analysis and Safety Assessment – Conduct traffic analysis and safety assessment.
 - Using existing and projected traffic information from the High School TIS, traffic analysis including level of service and operations will be conducted using Synchro software for the three intersection alternatives for screening purposes.
 - Using existing crash data for the existing subject intersection and the flanking intersections to the east and to the south and using the Vision Zero Suite software, a safety analysis will be conducted for the three intersection alternatives for screening purposes.
 - This information will be compiled into a single draft traffic memorandum and finalized based on agency comments.

D. Alternative Intersection Design – Prepare alternative concepts for the subject intersection.

- Prepare conceptual design for three (3) concepts (one of which would build on the roundabout design previously prepared). These concepts will be horizontal depictions only for just the SH 1-CR9-CR62E intersection. No geotechnical, survey, drainage, or structural tasks are included with these concepts.
- Develop rough cost estimates for comparison purposes based on available data and CDOT unit costs.
- Identify pros and cons for each alternative summarized in a technical memorandum.
- Refine preferred alternative and technical memorandum based on agency comments.

E. Phasing and Funding Plan

- Prepare a phasing plan on how to construct the intersection improvements in the interim and for final configurations including cost estimates. The interim phase would identify what improvements could be done by 2022 to address the immediate needs.
- Prepare a funding plan that identifies the proportionate share of funds for the High School and other entities including the Town and future developers (anticipated to be based on traffic generation) and identifies other funding opportunities to pursue for completion of the ultimate intersection configuration.

F. Summary Report – Compile the traffic memorandum, the alternative intersection design technical memorandum and refined concept, the phasing plan, and the funding plan into one overall draft summary report and submit draft to the Town for review and address comments. Send revised draft to the Town, Larimer County, and CDOT for review and comment. Finalize report based on comments.

II. Fee Proposal

We propose to conduct this work on a time and materials basis. In such an agreement, we are compensated for our services at our standard hourly 2020 billing rates as provided in the original contract and our direct expenses are reimbursed at 1.1 times cost (attached).

At these rates, we estimate that the above scope of work can be completed for a total budget of \$50,690 with Tasks A through F itemized as follows:

Task	Budget
A. Project Management, Coordination, & Meetings	\$ 9,600
B. Data Collection	\$ 2,230
C. Traffic Analysis and Safety Assessment	\$ 9,220
D. Alternative Intersection Design	\$13,520
E. Phasing and Funding Plans	\$10,200
F. Summary Report	\$ 5,420
Other Direct Costs (travel, printing)	\$ 500
TOTAL	\$50,690

March 13, 2020
Mr. Cody Bird
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We will not exceed this amount without your prior approval. Any changes in scope of work will be billed as additional services at the same hourly rates. If the conditions of this proposal are acceptable, we will work with you to execute an Agreement. We are ready to begin work upon a signed Agreement and Notice to Proceed. If you have any questions, please do not hesitate to call.

Thank you again for allowing us to offer our services.

Respectfully,

FELSBURG HOLT & ULLEVIG



Jenny Young, PE, AICP
Principal



Michelle Stevens, PE, MBA
Principal

Attachment

2020 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$270
Principal II	\$240
Principal I	\$220
Associate	\$210
Sr. Bridge Engineer	\$195
Bridge Engineer V	\$175
Bridge Engineer IV	\$155
Bridge Engineer III	\$130
Bridge Engineer II	\$115
Bridge Engineer I	\$110
Sr. Engineer	\$195
Engineer V	\$175
Engineer IV	\$155
Engineer III	\$130
Engineer II	\$115
Engineer I	\$105
Sr. Environmental Scientist/Planner	\$190
Environmental Scientist/Planner V	\$175
Environmental Scientist/Planner IV	\$155
Environmental Scientist/Planner III	\$130
Environmental Scientist/Planner II	\$115
Environmental Scientist/Planner I	\$105
GIS Manager	\$190
GIS Specialist V	\$170
GIS Specialist IV	\$155
GIS Specialist III	\$130
GIS Specialist II	\$115
GIS Specialist I	\$105
Sr. Transportation Planner	\$190
Transportation Planner V	\$170
Transportation Planner IV	\$155
Transportation Planner III	\$130
Transportation Planner II	\$115
Transportation Planner I	\$105
Lead ITS Specialist	\$200
CADD Manager	\$190
Sr. Bridge Designer	\$185
Lead Designer	\$180
Sr. Designer/Project Technician	\$160
Designer V/Project Technician V	\$145
Designer IV/Project Technician IV	\$135
Designer III/Project Technician III	\$115
Designer II/Project Technician II	\$100
Designer I/Project Technician I	\$90

Sr. Construction Technician	\$140
Construction Technician V	\$130
Construction Technician IV	\$115
Construction Technician III	\$100
Construction Technician II	\$90
Construction Technician I	\$75
Intern I	\$55
Graphic Design Manager	\$150
Graphic Design Specialist V	\$140
Graphic Design Specialist IV	\$135
Graphic Design Specialist III	\$120
Graphic Design Specialist II	\$105
Graphic Design Specialist I	\$90
Marketing Manager	\$150
Marketing Specialist	\$115
Systems Administrator	\$120
Sr. Administrative Assistant	\$115
Administrative	\$90

Other Direct Costs

Plots

Bond	\$0.31/sq ft
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Prints

Black and White	\$0.12/print
Color	\$0.19/print

Presentation Boards

Bond Foam Core Mounted	\$1.51/sq ft
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Travel

Mileage	\$0.575/Mile
(or current allowable Federal rate)	
Truck (Construction)	\$45.00/day
Parking	Actual Costs
Lodging/Airfare	Actual Costs

Other Miscellaneous Costs

Courier/Postage	Actual Costs
Per Diem	Actual Costs
Subconsultants/Vendors	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.



Board of Trustees Meeting

Date: March 31, 2020
Submitted By: Brad March, Town Attorney
Interim Town Administrator/Clerk Employment Agreement
Subject: • Staff Presentation: Brad March, Town Attorney

EXECUTIVE SUMMARY

Attached is the draft Interim Employment Agreement with edits from Town Attorney.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. EMPLOYMENT AGREEMENT_Kelly Houghteling with edits (1)

INTERIM EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made and entered into effective this 26th XX day of March, 2020 by and between the TOWN OF WELLINGTON, COLORADO, a Colorado Statutory Town (hereinafter referred to as "Town") and Kelly M. Houghteling (hereinafter referred to as "~~Employee~~" or "Houghteling"):

WHEREAS, the Town of Wellington (the "Town"), in the County of Larimer, and the State of Colorado (the "State"), is a political subdivision duly organized and existing pursuant to the constitution and laws of the State, and

WHEREAS, Houghteling is currently employed by the Town as Deputy Town Administrator; and

WHEREAS, Town desires to hire Kelly M. Houghteling as Interim Town Administrator/Clerk of the Town of Wellington, pursuant to Section 2-3-20 of the Town Code and to provide certain benefits, establish conditions of employment and to delineate general working conditions related thereto; and

WHEREAS, Town desires to secure and retain the services of Houghteling as Interim Town Administrator/Clerk and to provide inducement for Houghteling to remain in such employment until the Board of Trustees hires a Town Administrator/Clerk or otherwise takes action under the terms of this Agreement; and

WHEREAS, Town further desires to make possible full work productivity by EmployeeHoughteling by assuring EmployeeHoughteling's morale and peace of mind with respect to future security; and

WHEREAS, Houghteling desires to accept employment as Interim Town Administrator/Clerk of the Town of Wellington, Colorado, in accordance with the terms of this Agreement, Town Code and the Town of Wellington Personnel Regulations.

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

1. DUTIES.

The Town hereby agrees to hire EmployeeHoughteling as Interim Town Administrator/Clerk of the Town of Wellington, Colorado, to perform the functions and duties specified in Section 2-3-20 of the Town Code, and to perform such other legally permissible and proper duties and functions as the Board of Trustees shall from time to time determine and assign. EmployeeHoughteling agrees to accept employment as Interim Town Administrator/Clerk for the Town of Wellington, Colorado, and to perform her duties to the best of her ability, in accordance with the highest professional and ethical standards of the profession. EmployeeHoughteling shall comply with all applicable ethical standards established by Colorado law, ordinances of the Town of Wellington including but not limited to the Wellington Code of Ethics, and the International City Management Association Code of Ethics.

2. TERM.

(A) EmployeeHoughteling shall serve at the pleasure of the Board of Trustees. Subject to approval by the Board of Trustees, this Employment Agreement shall commence effective March XX26, 2020 (hereinafter the "Commencement Date").

(B) Nothing within this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Trustees to terminate the services of EmployeeHoughteling as Interim Town Administrator/Clerk at any time, with or without cause, subject only to the provisions set forth in Section 4 of this Agreement, the laws of the State of Colorado and Wellington Town ordinances.

(C) Nothing within this Agreement shall prevent, limit or otherwise interfere with the right of EmployeeHoughteling to resign either her position as Interim Town Administrator/Clerk or her position as Deputy Town Administrator, or both, at any time subject only to the provisions set forth in Section 4 of this Agreement. Any resignation of the Interim Town Administrator/Clerk shall specify the position or positions sheHoughteling is resigning from and shall include a specific effective date for the resignation. Unless otherwise agreed by the parties, the effective date shall be three weeks after the notice of resignation.

(D) EmployeeHoughteling agrees to remain in the exclusive employment of the Town and to neither accept nor become employed by any other employer until termination of this Employment Agreement is affected, as hereinafter provided.

(E) This Employment Agreement shall be terminated upon the death or permanent disability of the EmployeeHoughteling that prevents the EmployeeHoughteling from carrying out the essential job functions of the position of Town Administrator/Clerk.

3. COMPENSATION AND EVALUATION.

(A) Town agrees to pay EmployeeHoughteling for services rendered pursuant to this Agreement, an annual base salary, together with benefits as determined by the Board of Trustees, based upon an annual review of EmployeeHoughteling's performance. Any approved adjustments in salary or benefits may become effective on the 1st day of January of the following year. Salary increases may include merit/performance increases. Compensation payable to EmployeeHoughteling hereunder shall be payable in installments at the same time as other employees of the Town are paid.

The initial salary effective as of the Commencement Date shall be the sum of \$117,000.00 per year, paid on a bi-weekly basis.

(B) The Board of Trustees will provide quarterly (every three months) check-in evaluations with the employeeHoughteling beginning in June 2020. The quarterly check-in evaluations will review performance, goals, and will provide specific guidance and counseling to EmployeeHoughteling as necessary and appropriate.

(C) The employeeHoughteling's evaluation process by the Board of Trustees shall be performed as provided in Section 2-3-20 of the Town Code in accordance with procedures and guidelines approved by the Board of Trustees and shall include such general and specific guidance and counseling to EmployeeHoughteling as may be necessary or appropriate. As part of such evaluation process, the Board of Trustees and EmployeeHoughteling shall define such goals and performance objectives as they may determine to be necessary for the proper operation of the Town and the attainment of the Town's policy objectives. The evaluation process shall also establish a relative priority among those goals and objectives, which shall be generally attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

4. TERMINATION AND POSITION RESTORATION

(A) Houghteling's employment as Interim Town Administrator/Clerk may be terminated by the Board of Trustees at any time, with or without cause. In the event of her termination as Interim Town Administrator/Clerk by the Board of Trustees for any reason, except as expressly provided in paragraph 4(D) below, Houghteling shall retain her position of Deputy Town Administrator.

(B) The Board of Trustees may select a candidate to fill the position of Town Administrator/Clerk or appoint another person as Interim Town Administrator/Clerk at any time during the course of Houghteling's employment as Interim Town Administrator/Clerk and in the event Houghteling is not hired as Town Administrator/Clerk or the Board of Trustees appoints another Interim Town Administrator/Clerk, ~~she~~Houghteling shall cease acting as Interim Town Administrator/Clerk at that time, but ~~she~~Houghteling shall retain her position of Deputy Town Administrator, at which point ~~she~~Houghteling will become subject to the provisions of the Town's Personnel Guidelines and with all benefits existing thereunder as of the date of this Agreement, including any accrued retirement and leave, as provided herein.

(C) In the event ~~she~~Houghteling resumes the duties of the position of Deputy Town Administrator under either of the foregoing provisions then Houghteling's compensation shall be adjusted to ~~her current~~the salary and benefits Houghteling was receiving -as Deputy Town Administrator prior to assuming the role of Interim Town Administrator/Clerk, including any accrued retirement and leave as adjusted by leave (see section 8) earned during Houghteling's tenure as Interim Town Administrator/Clerk. Nothing contained in this Agreement shall be deemed to impair or restrict the authority of a permanent Town Administrator/Clerk hired by Board of Trustees from making policy decisions within ~~their~~the successor Town Administrator/Clerk's authority regarding amendments to the organization that might impact the position of Deputy Town Administrator. Except as set forth herein, Houghteling as Interim Town Administrator/Clerk is not subject to the Town's personnel policies.

(D) Notwithstanding any of the foregoing provisions of this Section 4 to the contrary, it is agreed that in the event the Interim Town Administrator/Clerk is terminated because of (1) breach of this agreement; (2) conviction of any illegal act involving personal gain to the Interim Town Administrator/Clerk; (3), a conviction for any felonious act or crime involving moral turpitude; (4), insubordination, nonfeasance, or malfeasance in the performance of duties, or (5) violation of ethical provisions described herein or Town Personnel Policies, then the Interim Town Administrator/Clerk shall have no right to retain the position of Deputy Town Administrator.

(E) It is understood and agreed that after notice of termination or resignation, in any form, ~~Employee~~Houghteling and Town will cooperate to provide for an orderly transition of Administrative responsibility. Specific responsibilities during such transition may be specified in a written separation agreement.

5. HOURS OF WORK.

EmployeeHoughteling is expected to work normal office hours. It is recognized, however, that EmployeeHoughteling must devote a great deal of her time outside normal office hours to business of the Town. Accordingly, EmployeeHoughteling will be allowed to take compensatory time off as Houghteling she shall deem appropriate during normal office hours.

6. MILEAGE.

The Town shall provide reimbursement for authorized expenses incurred by EmployeeHoughteling on behalf of the Town. HoughtelingShe shall be reimbursed for mileage incurred using her personal car on Town business and provide appropriate records to the Finance Director/Town Treasurer.

7. CELLULAR PHONE.

The Town recognizes the need for the Interim Town Administrator/Clerk to be readily available to telephonic communication at virtually all times. Accordingly, the Town shall provide and pay for a cellular telephone for the EmployeeHoughteling's use during the term of this Agreement.

8. VACATION AND SICK LEAVE.

EmployeeHoughteling shall retain existing personal and sick leave accrued as Deputy Town Administrator and following the effective date of this agreement shall accrue personal time off and have such time credited to her personal account at the rate of 14 hours per month, and shall accrue sick time at the same rate of employees at 8 hours per month, including provisions governing accrual and compensatory payments upon termination of employment. If Houghteling resumes her position as Deputy Town Administrator she shall be entitled to retain any personal and sick leave accrued as Interim Town Administrator Clerk and time served as Interim Town Administrator Clerk shall count toward personal and sick leave accrual when/if she resumes the Deputy Town Administrator position.

9. DISABILITY AND HEALTH.

The Town agrees that it will maintain in force and make all required premium payments necessary to provide EmployeeHoughteling with group insurance coverage for accident, sickness, and major medical coverage, inclusive of dental and vision coverage. Such coverage shall at all times be equivalent to the coverage provided by the Town to other employees within the Town.

10. RETIREMENT CONTRIBUTION.

The Town agrees that it will annually contribute an amount equal to 6% of EmployeeHoughteling's base salary for deposit into a retirement account for the benefit of EmployeeHoughteling, which funds shall be deposited into an account of EmployeeHoughteling's choice.

11. PROFESSIONAL DEVELOPMENT.

(A) Town agrees to budget and pay for reasonable professional dues and subscriptions of EmployeeHoughteling necessary for her continuation and full participation in national, regional, state and local professional associations and organizations, including, but not limited to, the International City/County Manager's Association (ICMA), Colorado City/County Administrators Association (CCCMA)

and the Colorado Municipal League (CML), that are necessary and appropriate for her continued professional participation, growth and advancement, to better serve the interests of the Town.

(B) Town agrees to budget and pay for the actual costs associated with EmployeeHoughteling's attendance at the annual conferences of ICMA, CCCMA, and CML, and such other national, regional, state and local government groups and committees thereof which EmployeeHoughteling serves as a member, to better serve the interests of the Town.

(C) Town also agrees to budget and pay for the travel and subsistence expenses of EmployeeHoughteling, consistent with Town policies regarding travel reimbursement, for short courses, institutes and seminars that are; necessary for EmployeeHoughteling's professional development to best serve the interests of the Town.

12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

(A) The Board of Trustees shall retain the authority to establish such other terms and conditions of employment as it may determine, from time to time, relating to the performance of EmployeeHoughteling; provided, however, such terms and conditions shall not be inconsistent with or in conflict with the provisions of this Agreement, the Town Code of the Town of Wellington, Colorado, or any other applicable law or ordinance.

(B) All provisions of the Town Code, and rules and regulations of the Town, ~~including, but not limited to, provisions~~ relating to sick leave, retirement, holidays and other fringe benefits and working conditions as may now exist or be hereafter amended, shall also apply to EmployeeHoughteling, as well as other employees of the Town, and all such provisions and benefits shall be in addition to the benefits specifically enumerated herein for the benefit of EmployeeHoughteling, except as otherwise specifically provided.

13. GENERAL PROVISIONS.

(A) The terms of this Agreement set forth the entire understanding and agreement of the parties with respect to the subject matter hereof. All prior agreements and understandings, if any, have been integrated into this Agreement.

(B) This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, successors and assigns.

(C) If any provision within this Agreement, or any portion thereof, is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severed therefrom and shall not be affected by such unconstitutionality, invalidity or unenforceability.

(D) This Agreement may be executed in counterparts and shall be deemed fully executed by all parties when counterparts hereof have been signed by each of them whether or not signatures of all parties appear on the original or any one copy of this Agreement.

(E) Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall have the same force and effect as delivery of an original signed document.

IN WITNESS WHEREOF, the Town of Wellington has caused this Employment Agreement to be signed by the Mayor on behalf of the Board of Trustees and attested by the Deputy Town Clerk, and ~~the~~ Employee Houghteling ~~has~~ ves signed and executed this Agreement effective the day and year written above.

ATTEST: _____

Town of Wellington

ATTEST: _____

~~Deputy Town Clerk~~

Troy Hamman, Mayor

Deputy Town Clerk

Kelly Houghteling