



BOARD OF TRUSTEES
May 26, 2020
Meeting to be held electronically

Join Zoom Meeting
<https://zoom.us/j/320850513>
Dial by your location
+1 3462487799
Meeting ID: 320 850 513

This meeting will be held in accordance with Ordinance 8-2020. Sec. 2-2-85 (Virtual Meetings) of the Wellington Municipal Code, the Mayor has determined that a meeting in person would not be prudent because of the current COVID-19 Emergency. The meeting will be conducted electronically, board members may participate, and the public shall participate in the manner set forth.

AGENDA

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Amendments to Agenda
4. Conflict of Interest
5. Join Zoom Meeting
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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.
2. Presentation
 - a. Water Treatment Plant Independent Review Update
 - b. Fire District: Recognition Letter

C. CONSENT AGENDA

1. Board of Trustees Minutes for Special Meeting on May 5, 2020

D. ACTION ITEMS

1. Annexation Agreement for Poudre School District Annexation

2. Utility Rate Follow-up
3. Downtown Business Support
4. Larimer County Small Business Loan Loss Reserve Fund Agreement
 - Staff Presentation: Michelle Vance, Economic Development Director
5. Emergency Power Generators: Electrical Work and Purchase
6. Ordinance 9 - 2020 : Town Clerk Code Changes
7. Resolution 17- 2020 - Appointment to Wellington Housing Authority
8. Resolution 18-2020 - Street Closure 4th of July

E. OTHER BOARDS

1. Liquor License Review Board

Don Jon LLC – Wellington Grill – 3724 Cleveland Ave, Wellington CO
Mini Mart / Loaf and Jug – 8211 6th St., Wellington CO

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Treasurer's Report
 - b. Larimer County Sheriff's Report for April
4. Board

G. EXECUTIVE SESSION (If needed)

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 at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.

Wellington WTP Independent Review

City of Wellington

May 20, 2020



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Objective

- Provide an independent review of the key issues driving the Town's WTP needs
- Get concurrence on key decisions, and
- Identify alternatives that may align with the Town's rate structure while providing treated water quality that meets drinking water standards and has acceptable aesthetics (i.e. taste and odor).

Independent Review Work Performed

- Reviewed the **Current Design**: Design as represented by “Water Treatment Plant Improvements Design Development” drawings, Stantec, July 11, 2019.
- Conducted a detailed review of historical water quality and water treatment plant performance
- Performed Benefit Cost Analysis
- Conducted site tour and work session meetings with staff
- Prepared Independent Technical Memorandum dated April 27, 2020 with Findings and Conclusions
- Prepared Next Steps memorandum for Alternative design

Key Findings and Conclusions

- Current Design is capable of meeting the water quality goals including Taste and Odor reduction.
- Ozone process selection with Biological Activated Carbon Filtration is considered necessary for T&O reduction
- Current Design concerns:
 - WTP Capacity rationale is not coordinated with future planning needs
 - Site constraints and WET testing dictated need for intensive Mechanical Dewatering
 - DAF performance limited to low turbidity water source
 - DAF and Ozone Pilot data relied upon is very limited and did not align with actual seasonal T&O issues (performance uncertainty over seasonal water quality variation)
 - Repurpose of existing flocculation /sedimentation building has significant cost and constructability implications
- Alternative design consideration is recommended

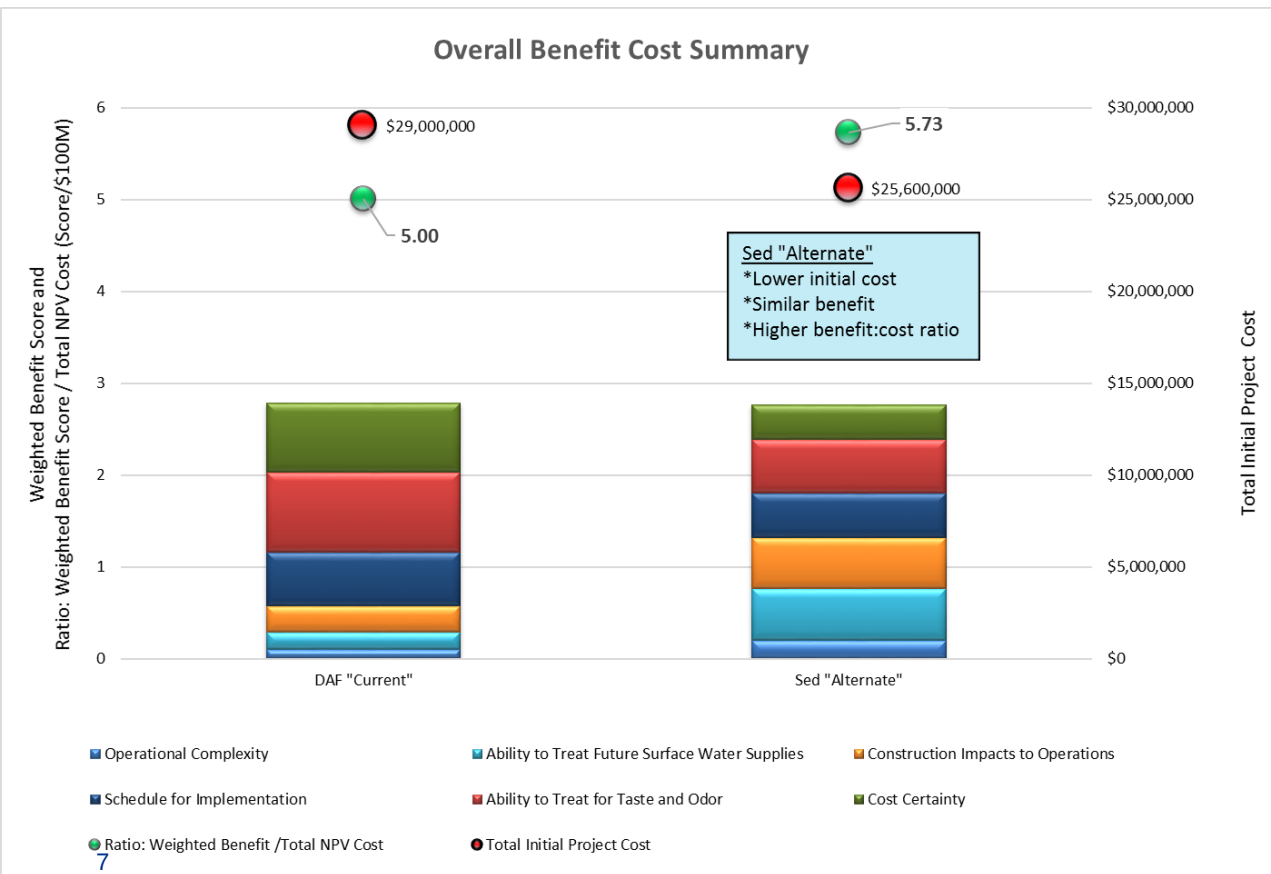
Current vs Alternate Process Design Summary

	Current	Alternate
Clarification	Flocculation + Dissolved Air Flotation	Flocculation + High Rate Sedimentation
Taste and Odor Reduction	Ozone + Biologically Active Filtration	Ozone + Biologically Active Filtration
Primary Disinfection	Ozone	Chlorine/Sodium Hypochlorite
Secondary Disinfection	Chlorine/Sodium Hypochlorite	Chlorine/Sodium Hypochlorite
Solids Stream	Solids Blending/Screw Press Dewatering	Gravity Thickening/Sludge Lagoons

Advantages and Disadvantages Comparison

	Current	Alternate
Operational Complexity	Mechanically Intensive	Less Mechanically Intensive
Ability to Treat Future Higher Turbidity Sources	No	Yes
Construction Impacts to Operations	More	Less
Schedule for Implementation	Shorter	Longer
Ability to Treat for Taste and Odor	Yes	Yes
Cost Certainty	Class 2 (Expired Bid)	Class 4 (Study)
Capital Cost	Higher	Lower
Operating Cost	Higher	Lower

Net Present Value and Benefit Score Summary



Benefit Criteria Used

- Operational Complexity
- Schedule for implementation
- Treat taste and Odor
- Cost Certainty
- Constructability
- Future Treatment Consideration

Weighted and Scored by Wellington Staff

Benefits of Alternate Design

- **Improved constructability**—Operate the existing WTP during most of the construction.
- **Process familiarity**—Operate existing floc/sed in a manner in which staff is accustomed (staff do not have to learn the DAF technology operation)
- **Ozone Simplification**- Operate ozone without concern for disinfection monitoring, simplifying process operations
- **Elimination of Mechanical Solids Dewatering** —Solids handling is simpler, requiring very little daily attention
- **Reduced O&M Costs** -- Less expensive capital and O&M costs
- **Taste and Odor Removal** -- Taste and odor removal below detection thresholds (10 part per trillion *Geosmin*) under all but the most extreme conditions (typically 90 to 95% removal)
- **Flexibility** —More flexible for treating a variety of potential future raw water quality supplies

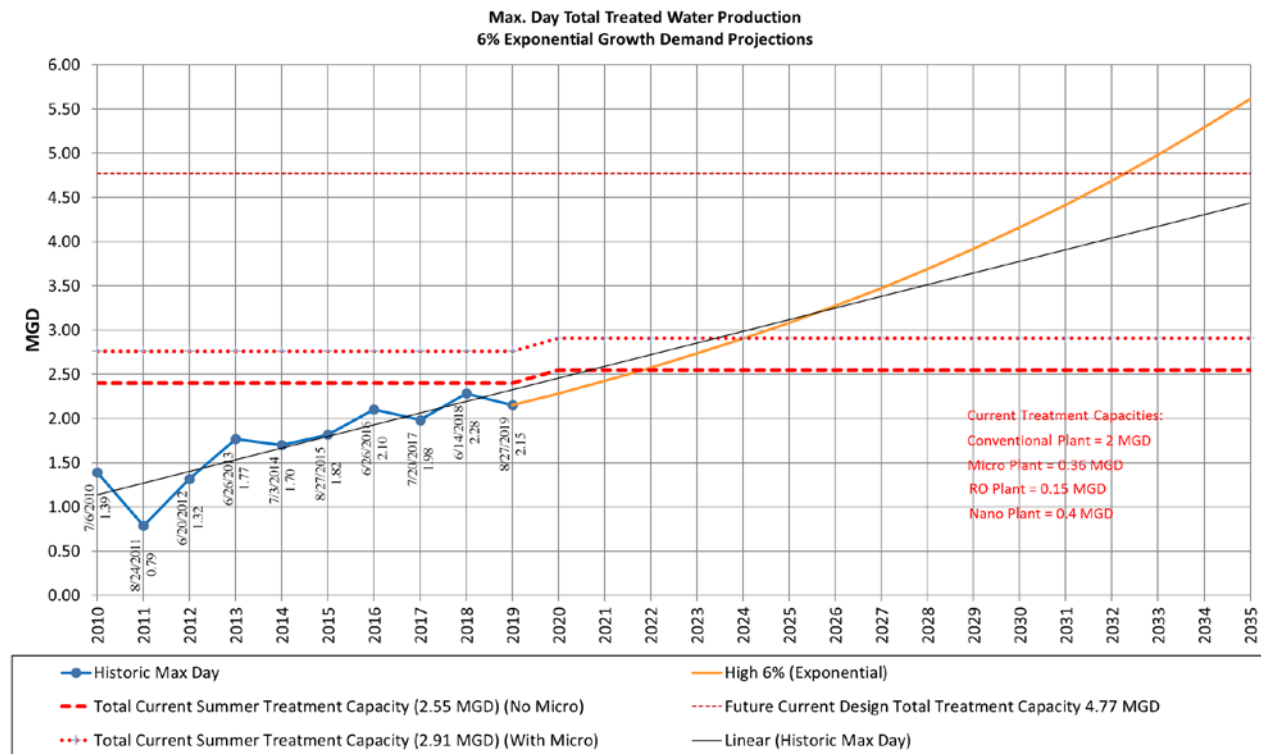
Independent Review Summary of Findings

- A viable, less costly, less disruptive alternative to the proposed Current Design process is the following Alternate Design:
 - A treatment train consisting of Flocculation/Sedimentation/Ozone/BAC Filtration
 - Installation of a Flocculation/Sedimentation/Ozone/BAC treatment system in a new building.
 - Installation of a smaller Ozone system, sized for taste and odor reduction, in the new treatment building
 - Reuse of the existing flocculation/sedimentation basins and retrofit the existing filters. Retrofit filters can be accomplished after the new treatment train is online.
 - Expansion of the solids drying beds in lieu of screw press dewatering

CDPHE Compliance Schedule

- **By January 31, 2022** –The Town shall submit a letter of notification that the final plan specifications and the bases of design report have been submitted to the division.
(CDPHE Water Quality Control Division)
- **By June 30, 2022** – The Town shall submit a letter of notification that Final Design Approval has been received from the Division.
- **By January 31, 2023** – The Town shall submit a letter of notification that construction has commenced at the Facility.
- **By March 31, 2020** – Monthly progress reports every 30 days.
- **By March 31, 2023** – Monthly construction progress report.
- **By May 1, 2025** – Complete construction and cease all filtration backwash discharges from the Facility.

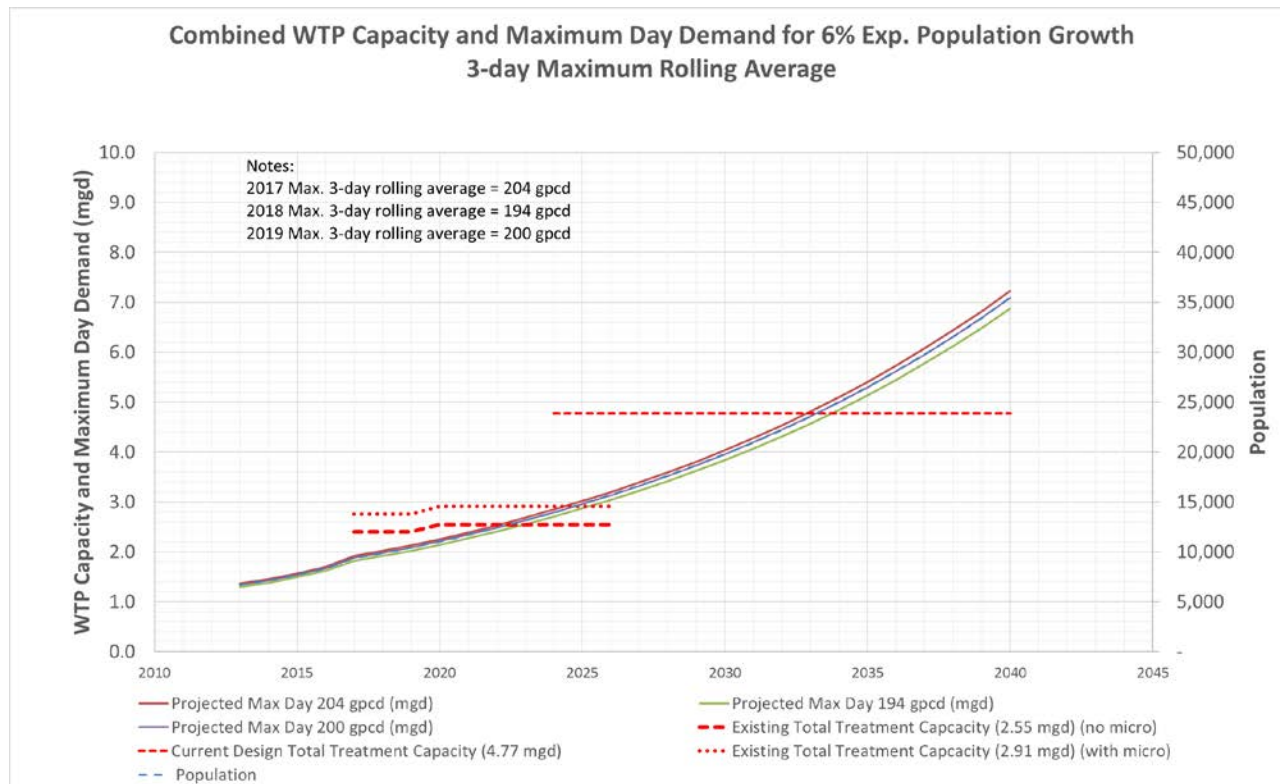
Maximum Day Demand Projection



Assumptions

- 6% Exponential Growth in Max Day Water Demand
- Projection Starting in 2019 at 2.15 mgd Max. Day
- Existing WTP Capacity Exceeded in 2022 w/o MF and 2025 w/MF
- Future WTP Capacity Exceeded in 2033

Maximum Day Demand Projection



Assumptions

- 6% Exponential Growth
- Historic per capita demand based upon highest 3-day average from 2017-2019 (lessens peak day impact)
- Existing WTP Capacity Exceeded in 2023 w/o MF and 2025 w/MF
- Future Capacity Exceeded in 2034

Next Steps

- Select Current or Alternate Design
 - If Alternate Design - Land Acquisition, design phase, and CDPHE Resubmittal required
- Confirm Planned Treatment Capacity Expansion
 - Current Design Capacity = 4.22 mgd, Total Capacity with Nanofiltration and Reverse Osmosis WTP = 4.77 mgd
 - At 6% exponential growth, Max. Day Demand ~ 4.77 mgd in year 2031-2032
 - At 6% linear growth, Max. Day Demand ~ 4.77 mgd in years 2037-2038
 - Demand at Population = 35,000 is approximately 7 to 8.5 mgd
- Determine engineer selection for design and services during construction
- Confirm Construction Delivery approach either CMAR or Design-Bid-Build
- Maintain CDPHE compliance schedule for completion
- Develop a schedule that beats the required compliance schedule and minimizes need for watering restrictions or water conservation measures prior to the WTP expansion

Construction Delivery Approaches

	Advantages	Disadvantages
CMAR	• Project costs developed early in project when issues and decisions may be addressed • Familiar with Site, Vendors and Owners • Shorter Schedule. Can purchase long lead time items and does not need to wait for final drawings and specifications • Generally higher owner satisfaction in CMAR projects.	• Less competition may increase costs • Requires a well aligned team between Owner Engineer and Contractor and well defined process for issues identification and resolution
Design Bid Build	• Greater Competition should reduce cost. • Market rates and costs on bid day, easy to defend cost. • Very Transparent process with hard bid schedule of values.	• Longer schedule from bidding and contract negotiations which are already complete with CMAR contractor. • More risk of unknowns and change orders. • Not a qualifications-based Contractor selection process. • Exact cost not known until bid and change orders

Questions

COVID-19 ICS, Community Services and Support Branch
And the Wellington Ministerium
Wellington, Colorado. 80549

LETTER OF RECOGNITION AND COMMENDATION FOR MERITORIOUS SERVICE.

May 4, 2020

Dear Chief Gary Green and Wellington Fire District Board,

The Wellington Ministerium and the Community Support and Services Branch want to make known, thank and publicly commend Ashley Macdonald our logistics Chief for outstanding inspiring leadership and meritorious achievement as Logistic Chief, COVID-19 Incident Command for the Wellington Fire District.

During this period, Logistics Chief Ashley Macdonald epitomized professionalism, sound character, and selflessness while displaying a deep commitment to our Support and Services Branch Director, Unit Leaders, volunteers and Wellington Ministerium.

Her diligent pursuit of excellence in all assigned duties of support coupled with a wealth of leadership and managerial expertise contributed significantly to the consistent and successful accomplishment of the Community Services and Support mission. Accomplishing this through unparalleled intuition, experience, leadership, support and care.

Logistics Chief Ashley Macdonald inspiring actions resulted in the unprecedented increase in unity, administration, communication, staging, shopping, distribution, transportation, delivery and service of 1,400 food boxes, doctor appointments, diapers, errands, medication, mail, groceries, prepared meals, cloth masks as well as needed counseling and encouragement for struggling teachers, individuals, families and business owners.

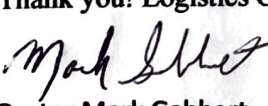
Her efforts dramatically improved the execution of the Community Services and Support Branch which resulted in a team of leaders trained, prepared, unified and excited to meet the physical, social, mental and spiritual needs of the people of Wellington and the outer parts of the Wellington Fire District, during the COVID-19 Pandemic.

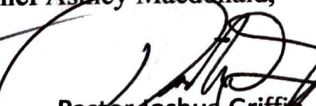
Her ability to develop relationships and maintain a spirit of unity and excellence spread across an area of roughly 16,600 people and an area of 288 square miles, acted as a community multiplier.

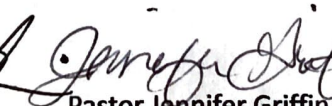
Logistics Chief Ashley Macdonald's ability to grasp complex personal issues, needs and ability to communicate innovative solutions with poise dramatically benefited all of the leaders of Community Services and Support Branch, ICS Command and all of our communities' families.

Most importantly, Logistics Chief Ashley Macdonald's exceptional ability, initiative, and total dedication to duty reflected great credit upon herself, Wellington Fire Department and the town of Wellington. This is extraordinary.

Thank you! Logistics Chief Ashley Macdonald,


Pastor Mark Gabbert
Zion Lutheran Church.


Pastor Joshua Griffin
Filling Station


Pastor Jennifer Griffin
Filling Station


Pastor Jon Wilhite
Stone Bridge Church


Pastor Russ Brewer
Wellington Community
Church


Pastor Rick Carlson
River of Life Church


Pastor Mark England
River of Life Church


Jen Hopkins, Children Director
River of Live Church


Pastor John Richardson
Trailhead Church


Pastor Bill Ullom
Trailhead Church

BOARD OF TRUSTEES
May 5, 2020
LEEPER CENTER – 3800 WILSON AVE.

Regular Meeting - 6:30 PM

MINUTES

A. CALL TO ORDER

The Special Board Meeting was called to order at 6:31 P.M., May 5, 2020 Meeting was held electronically per Ordinance 8-2020.

1. Pledge of Allegiance

2. Roll Call

TRUSTEES JON GAITER, TROY HAMMAN, JOHN JEROME, REBEKKA KINNEY,
PRESENT: WYATT KNUTSON, ASHLEY MACDONALD, TIM WHITEHOUSE

TRUSTEES NONE
ABSENT:

PRESIDING: TROY HAMMAN, MAYOR

ALSO KELLY HOUGHTELING, INTERIM TOWN ADMINISTRATOR
PRESENT: CYNTHIA SULLIVAN, DEPUTY CLERK
TYLER SEXTON, ASSISTANT FINANCE DIRECTOR
LORI WOODRUFF, HUMAN RESOURCE DIRECTOR
MICHELLE VANCE, ECONOMIC DEVELOPMENT MANAGER
BRAD MARCH, TOWN ATTORNEY OFFICE
JENNY JONES, PUBLIC WORKS EXECUTIVE ASSISTANT
VINCE GENTRY, ENGINEER I
MIKE CARRANO, WWTP SUPERINTENDENT
DANIEL JONES, WTP OPERATOR

3. Amendments to Agenda

4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment

2. Presentation

a. Utility Rate Study Presentation

Toby Fedder and Stacey Hellekson representing Woodard & Curran

Toby Fedder and Stacey Hellekson representing Woodard & Curran, presented the Rate Study Report.

Ms. Hellekson gave a recap of the study to date. The final report with recommendations was submitted in April.

Mr. Fedder reviewed the scope of the study, projections of future costs, and projection of customer billing metrics. The Town has the modeling software to make adjustment as needed. The main areas are the cost for providing the services and projected increase in those costs and how to pay for those costs.

Mr. Fedder presented how the current rates are calculated and the factors they considered regarding future policies and adjustments for calculating the rates. He broke this down by Water, Wastewater, Stormwater supply.

Ms. Hellekson gave a summary of the recommendations. This included modifications to revenue projections requested by the Town to stay with the reserve policy of maintaining 2 times the next years debt service and all the cash financed capital improvements and 25% of revenue.

- Stormwater – recommendation for assumptions regarding the participation in the B-Dams improvements.
- Wastewater - Recommending rates remain the same pending the completion of the Wastewater Master Plan. The modeling software can be used to make adjustments if policies change to the calculations of the sewer rates.
- Water – Recommendation to increase the rates based on the expansion of the water treatment plant.

Mr. Fedder spoke about the use of dept financing instead of cash financing of capital improvements regarding the level of reserves required by the Town's policy. They have provided an attachment to the report that list the capital improvement projects, how they are funded and recommended changes.

Ms. Hellekson reviewed the specific recommended options for the following funds.

- Stormwater – These increases are associated to Town Capital Improvement Projects. The proposed is a 12% increase for both the Town and Authority funds in 2021, 22, and 23 then reduce to 3% in 2024 and 2% in 2025.

- Wastewater – Recommend Scenario 1 review after Wastewater Master Plan is completed.
 - Scenario 1 – No change of current calculations using winter average.
 - Scenario 2 – Eliminate first 3,000-gallon free requirement. Create tiered rate for usage over 3,000 gallons and base on 85% of winter water usage.

Slide showing reserve levels, reserve requirement and expected annual performance of utility for a 5-year period.

- Water – Recommended – Reset fees in 2020 from \$18.86 to \$35.00 and increase by a 25% for the next 2 years. Based on keeping reserves at policy level. Suggestion to reach out to the State Rotating Fund (SRF) to delay payment on Water Treatment Plant Loan and renegotiate with North Poudre on water charges.
 - Scenario 1 – Keep existing tier structure 0-15-30. No customer classes (residential vs. commercial)
 - Scenario 2 – Focus on water conservation as well as funding. Make tier 2 & 3 more expensive and create customer classes.

Concerns North Poudre Irrigation water share value and Connection fees.

Comparison of current connection fees based on the line size to AWWA equivalent charges.

- Caveat – Use of connection fees as a revenue stream if growth falls short of projection.

Mayor Hamman noted that the town is already in the process of contacting the state and negotiating with North Poudre Irrigation.

Questions:

Trustee Kinney said the average household size in the report is 3 persons with an average 5,500 gals. usage. With people staying home more could water uses go up and could the model be changed to increase the average usage. Mr. Fedder explained how the model works and what changes could be looked at.

Trustee Macdonald asked why the increase could not be spread out instead of all at once. Mr. Fedder explained that to stay close to the Town's reserve policy and reduce the loss in the expected annual performance for 2020 the larger increase is needed. If you wanted to change the reserve policy and use up more of the reserve than the increase could be spread out over the three-year period.

Trustee Macdonald asked if staff was prepared to communicate with the public about these increases. Ms. Houghteling said it has not been discussed. It would depend on how the Board wanted to proceed. There was further discussion on options to reduce the raise in fees. Mayor Hamman said there are issues that need to be resolved and plugged into the model before this is rolled out to the public. He suggested a work session on this issue.

Trustee Gaiter said the note on operations expenses showed an annual increase of 2.5%. With growth rate being higher than 2.5% what is the correlation with the expenses. Mr. Fedder explained the economy of scale where the more you produce the less the cost per unit. The 2.5% increase is more for the costs associated with the production of the water; i.e. wages for employees and chemicals for production.

Question from the public.

Dan Sattler, of 9028 Painted Horse Ln., asked if starting the increases in the fourth quarter of 2020 after irrigation has been shut off would be possible. The rate increases are done on an annual basis. Mr. Fedder mentioned that increase fees must go through a public hearing process.

C. CONSENT AGENDA

1. Resolution 14 - 2020 Water Loan Signing Authority

Trustee Gaiter asked if the approval of this item allows for the Interim Town Administrator or Interim Finance Director to sign documents without consent of the Board.

Ms. Houghteling said this is would be to replace the staff who are no longer with the town and allows current staff to draw down funds from the loan. There is no change in the requirement for Board approval.

TRUSTEE ASHLEY MACDONALD MOVED, AND TRUSTEE WYATT KNUTSON SECONDED to approve Resolution 14-2020 Water Loan Signing Authority. Motion passed unanimously.

D. ACTION ITEMS

1. COVID-19 Update

- Staff Presentation: Kelly Houghteling

Ms. Houghteling reviewed the current situation from the State, County and Wellington.

Based on the Governor's Safer at Home directive. Personal services resumed on April 27, Non-essential Retail Reopened on May 1, 50% staffing in commercial offices on May 4. These all have social distancing requirement. May 11 the Governor will give guidance on Gyms. No decision on bars or restaurants.

Town Facilities - Meeting with senior staff on reopening guidelines for limited hours or by appointment only. The library is providing curbside delivery. Still following safe practices in the workplace.

Larimer County requiring employees and patrons of businesses to wear masks. This will last until at least May 30.

Business support survey.

Upcoming Virtual Business Town Hall Q & A on May 6 at 6:00 p.m. and May 7 at 10:00 a.m. Information on website.

Food Resources

- Boys and Girls Club serving meals for Wellington Children on Mondays and Fridays from 4 - 6 p.m.
- Wellington Food Bank open from 3 - 6 on Thursdays at the Boys & Girls Club.
- Eyestone Elementary serving hot lunch from 12 - 1 P.m. Monday through Friday.

Meeting on Wellington's participation in business loan program. Should have information for the Board by the end of May.

Ms. Houghteling mentioned bring the revenue projections back to the Board.

Trustee Jerome asked about the enforcement of compliance with the mandatory mask requirement. Sgt. Rairdon said businesses or individuals can contact the Counties joint information center at 970-498-5500. The Sheriff's department has been supporting the local business when requested to remove patrons. Trustee Macdonald suggested the Board members show case good behavior by the businesses

2. Resolution 12-2020 - Appointing Town Administrator/Clerk, Town Treasurer, Town Attorney and Municipal Judge

Mr. March said there was concern by Board members regarding the appointments. He said the appointments must be made within 30 days from the date the new board members took office.

Trustee Jerome asked why it needed to be pushed and what are the concerns.

Trustee Macdonald said the delay is to get information on town code regarding contract staff. She wanted to make sure the Board is vetting positions properly. She specified the Attorneys contract. Not that the attorney isn't doing a good job, but he has been the Town's attorney for a long time, and we need to have a succession plan. Suggestion was to approve the appointments and in the next 2 years look at the town's needs are and how to best fill them by the next election cycle.

Trustee Gaiter agreed with the need to look at this issue and to go ahead with the appointments tonight.

Mr. March said he has provided past bill for review and agrees that there has not been an evaluation of services. He offered the information to the other board members.

Trustee Kinney suggested evaluation on all contract positions on a quarterly basis.

Trustee Macdonald said at what point do we look at having a staff attorney instead of a contract with an outside firm.

Trustee Jerome mentioned that the Attorney works for the Board.

Mr. March spoke about how other communities have dealt with transition of the attorney position.

There was discussion about having a committee looking at the town's policies regarding contract positions.

TRUSTEE TIM WHITEHOUSE MOVED, AND TRUSTEE ASHLEY MACDONALD SECONDED to approve Resolution 12-2020 Appointing Town Administrator/Clerk, Town Treasurer, Town Attorney and Municipal Judge. Motion passed unanimously.

3 Larimer County Sheriff's Department Annual Report

Sargent Rairdon reviewed the annual report. He highlighted that calls have only gone up 1% over the last year. and the months and time of day when they have the most calls. He showed that most of the activity is around the intersection of 6th and Cleveland this includes traffic issues as well as business related calls. They have been working with the town to determine where problem areas exist. The main increase has been in traffic accidents.

Trustee Macdonald asked if they had seen any increases in calls from multifamily areas. Sargent Rairdon said any increase is not indicative of a problem, but the concentration of population.

Sargent Rairdon said he is putting together a staffing proposal that compares Wellington to national averages for same size communities.

4 Agreement for Sale and Purchase of Water Shares

Mr. March said there are 10 shares available at \$201,000. per share. Ms. Houghteling has been working on the contract and would be bringing it to the Board for approval. Mr. March suggested allowing Ms. Houghteling to sign the contract and it would be brought back to the Board at the next meeting.

E. REPORTS

1. Town Attorney

Mr. March suggested new email up on the website.

2. Town Administrator

Ms. Houghteling said this week is Public Service Recognition Week. She thanked all the staff for their hard work.

3. Staff Communications

a. Update on Retirement Plan Transition and Employee Participation

Lori Woodruff said that employee contributions are up 131% with the change from Nationwide to IIMC-RA.

4. Board

Trustee Gaiter said CAC needs direction from the Board. This would be set up as a work session item. Trustee Macdonald gave the background on the CAC. She suggested having quarterly reports to the Board.

Trustee Gaiter suggested having a Community Forum where the public can give suggestions, concerns and comments on what is going on in the community. Trustee Kinney suggested it be done quarterly. Mr. March said if more than 3 Board members in attendance it needs to be posted.

Trustee Gaiter asked for an Agenda Item on the next Board Meeting. Trustee Whitehouse asked if

there is a drop-dead date. Trustee Macdonald said there are some permits that must be submitted 30-60 days prior to an event. Ms. Vance said she met with the Fire Department and suggestion is to do the planning, so it is ready if we can have the event. Ms. Houghteling met with Beelake Production and he has the authority to pick up the fireworks.

Trustee Gaiter asked about removing the Executive Session off the agenda unless it is needed. There was discussion about.

Trustee Gaiter said he has a live stream on Sundays and asked if any Board Member had concerns. Trustee Macdonald asked that he give a disclosure at the beginning of his broadcast that opinions are his alone and not the opinion of the Board.

Trustee Kinney wanted to make sure that no decisions are made or stated in the live stream. Mayor Hamman wanted to make sure the public gets to hear the input of all the board members. He asked that Trustee Gaiter keep it at a high level.

F. EXECUTIVE SESSION

No executive session.

G. ADJOURN

Seeing no further business, the Board adjourned at 9:02 p.m.

Respectfully Submitted

Cynthia Sullivan, CMC
Deputy Town Clerk



Board of Trustees Meeting

Date: May 26, 2020
Submitted By: Cody Bird, Planning Director
Subject: Annexation Agreement for Poudre School District Annexation

EXECUTIVE SUMMARY

The Town Board was presented with a draft annexation agreement at its May 12, 2020 meeting, and it was subsequently tabled to the May 26, 2020 meeting to allow Poudre School District staff additional time for review. PSD staff has since submitted revisions and questions regarding several sections of the agreement. Town staff is still coordinating with PSD staff to address the revisions and a new draft is not yet complete. It is recommended that the annexation agreement be scheduled for an upcoming Town Board meeting when the document is ready.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Town staff will schedule the item for the earliest available Town Board agenda.

ATTACHMENTS

None



Board of Trustees Meeting

Date: May 26, 2020

Submitted By:

Subject: Utility Rate Follow-up

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Water Rate Model - Update

Wellington Rate Study - Update

Board of Trustees Meeting
May 26, 2020





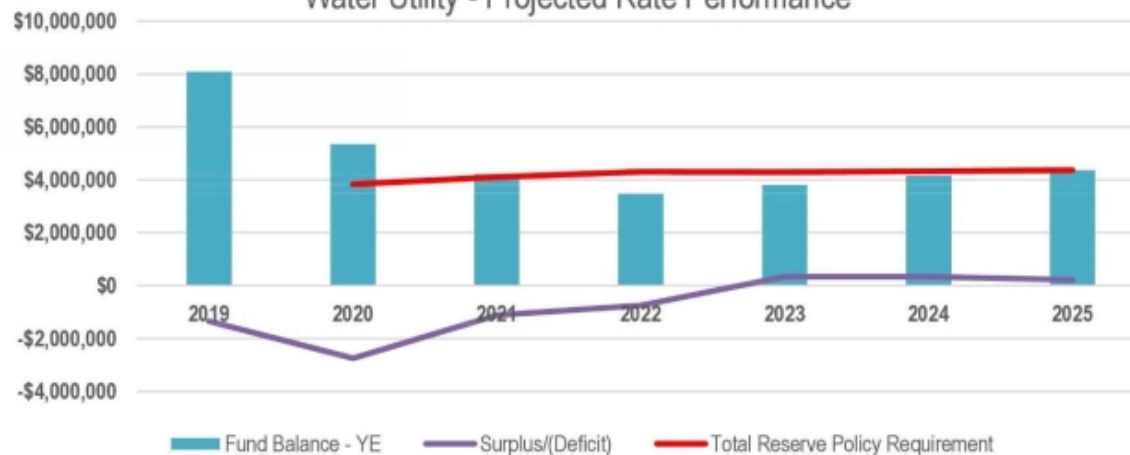
Background

- Woodard & Curran presented the utility rate study on March 17, 2020.
- Town Board had additional questions regarding the NPIC share valuation.
 - Current model NPIC Shares evaluations:
 - 2020 - \$126,740
 - 2021 - \$138,816
 - 2022 - \$151,357
 - 2023 - \$163,614
 - 2024 - \$176,161
 - 2025 - \$198,307
 - Current market rate as of 05/20/2020 approximately \$205,000

Consultants Water Rate Recommendation

Water Rates (\$/unit)									
	Tier	Tier Size	2019	2020	2021	2022	2023	2024	2025
Fixed Charge Increase (%)			reset			20.0%	10.0%	0.0%	0.0%
Monthly Fixed Charge			\$ 18.86	\$ 18.86	\$35.00	\$ 42.00	\$ 46.20	\$ 46.20	\$ 46.20
Volumetric Increase (%)			0.0%	0.0%	25.0%	25.0%	5.0%	0.0%	0.0%
Tier	Included	0	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	1	15	\$3.65	\$3.65	\$4.56	\$5.70	\$5.99	\$5.99	\$5.99
	2	15	\$3.93	\$3.93	\$5.70	\$7.13	\$6.29	\$5.99	\$5.99
	3	>30	\$4.94	\$4.94	\$7.72	\$9.65	\$8.51	\$8.10	\$8.10

Water Utility - Projected Rate Performance



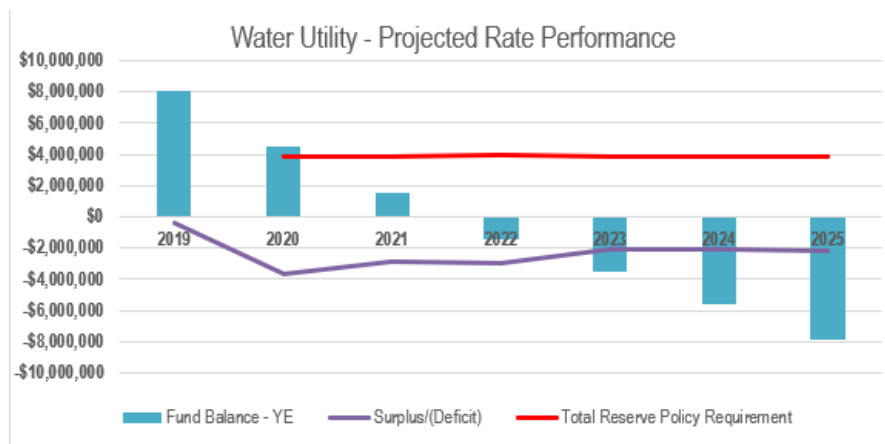


Scenarios

- Scenario 1 - Maintain current water rate structure.
- Scenario 2 - Implement consultant's rates with new NPIC evaluation.
- Scenario 3 - Updated step price increase. This will put the Town out of compliance with fund balance policy until 2025.
- Scenario 4 – Increase rates to ensure compliance with fund balance policy.

Scenario 1 – Current Rate Structure

Water Rates (\$/unit)									
	Tier	Tier Size	2019	2020	2021	2022	2023	2024	2025
Fixed Charge Increase (%)			reset			0.0%	0.0%	0.0%	0.0%
Monthly Fixed Charge			\$ 18.86	\$ 18.86	\$18.86	\$ 18.86	\$ 18.86	\$ 18.86	\$ 18.86
Volumetric Increase (%)			0.0%	0.0%	25.0%	25.0%	5.0%	0.0%	0.0%
Tier	Included	0	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	1	15	\$3.65	\$3.65	\$4.56	\$5.70	\$5.99	\$5.99	\$5.99
	2	15	\$3.93	\$3.93	\$5.70	\$7.13	\$6.29	\$5.99	\$5.99
	3	>30	\$4.94	\$4.94	\$7.72	\$9.65	\$8.51	\$8.10	\$8.10

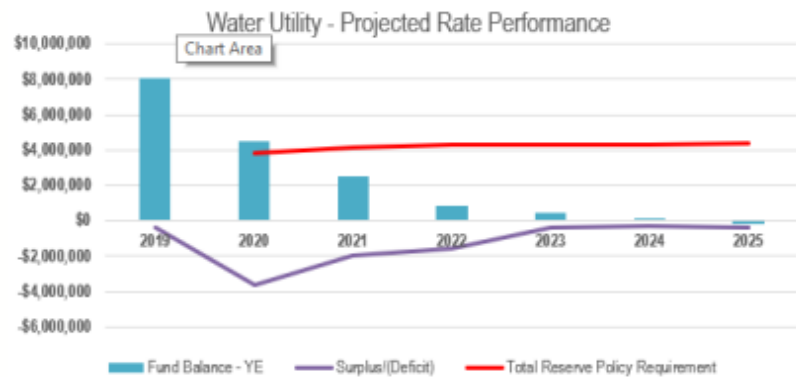


Cash Flow Analysis – Scenario 1

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Projected Revenues	2,579,074	2,712,084	3,187,647	3,801,499	4,059,758	4,179,730	4,299,747
Projected Operating Expenditures	2,678,364	3,850,007	4,068,639	4,316,389	4,503,835	4,698,446	4,900,493
Operating Loss/Gain	(99,290)	(1,137,923)	(880,992)	(514,890)	(444,077)	(518,716)	(600,746)
Debt Service	298,750	1,623,879	1,621,453	1,588,427	1,547,992	1,464,694	1,462,016
CIP Projects		863,102	387,242	873,837	131,024	118,346	142,449
Total Cost	(398,040)	(3,624,904)	(2,889,687)	(2,977,154)	(2,123,093)	(2,101,756)	(2,205,211)
Ending Fund Balance	8,088,061	4,463,157	1,573,470	(1,403,684)	(3,526,777)	(5,628,533)	(7,833,744)

Scenario 2 – Consultant's Recommended Rates

Water Rates (\$/unit)									
	Tier	Tier Size	2019	2020	2021	2022	2023	2024	2025
Fixed Charge Increase (%)			reset			20.0%	10.0%	0.0%	0.0%
Monthly Fixed Charge			\$ 18.86	\$ 18.86	\$35.00	\$ 42.00	\$ 46.20	\$ 46.20	\$ 46.20
Volumetric Increase (%)			0.0%	0.0%	25.0%	25.0%	5.0%	0.0%	0.0%
Tier	Included	0	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	1	15	\$3.65	\$3.65	\$4.56	\$5.70	\$5.99	\$5.99	\$5.99
	2	15	\$3.93	\$3.93	\$5.70	\$7.13	\$6.29	\$5.99	\$5.99
	3	>30	\$4.94	\$4.94	\$7.72	\$9.65	\$8.51	\$8.10	\$8.10

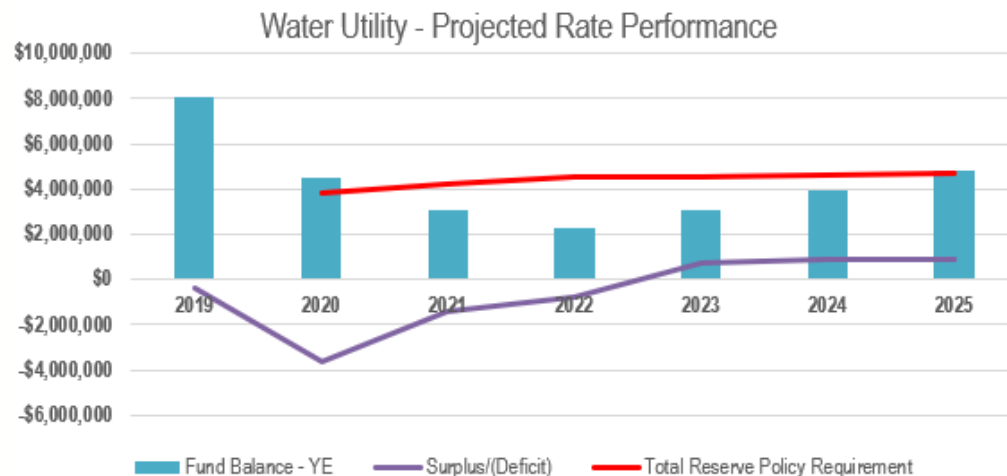


Cash Flow Analysis – Scenario 2

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Projected Revenues	2,579,074	2,712,084	4,091,522	5,176,293	5,778,241	5,959,696	6,141,195
Projected Operating Expenditures	2,678,364	3,850,007	4,068,639	4,316,389	4,503,835	4,698,446	4,900,493
Operating Loss/Gain	(99,290)	(1,137,923)	22,883	859,904	1,274,406	1,261,250	1,240,702
Debt Service	298,750	1,623,879	1,621,453	1,588,427	1,547,992	1,464,694	1,462,016
CIP Projects		863,102	387,242	873,837	131,024	118,346	142,449
Total Cost	(398,040)	(3,624,904)	(1,985,812)	(1,602,360)	(404,610)	(321,790)	(363,763)
Ending Fund Balance	8,088,061	4,463,157	2,477,345	874,985	470,375	148,585	(215,178)

Scenario 3 – Updated Step Structure

Water Rates (\$/unit)									
	Tier	Tier Size	2019	2020	2021	2022	2023	2024	2025
Fixed Charge Increase (%)			reset			25.0%	15.0%	0.0%	0.0%
Monthly Fixed Charge			\$ 18.86	\$ 18.86	\$45.00	\$ 56.25	\$ 64.69	\$ 64.69	\$ 64.69
Volumetric Increase (%)			0.0%	0.0%	25.0%	25.0%	5.0%	0.0%	0.0%
Tier	Included	0	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	1	15	\$3.65	\$3.65	\$4.56	\$5.70	\$5.99	\$5.99	\$5.99
	2	15	\$3.93	\$3.93	\$5.70	\$7.13	\$6.29	\$5.99	\$5.99
	3	>30	\$4.94	\$4.94	\$7.72	\$9.65	\$8.51	\$8.10	\$8.10

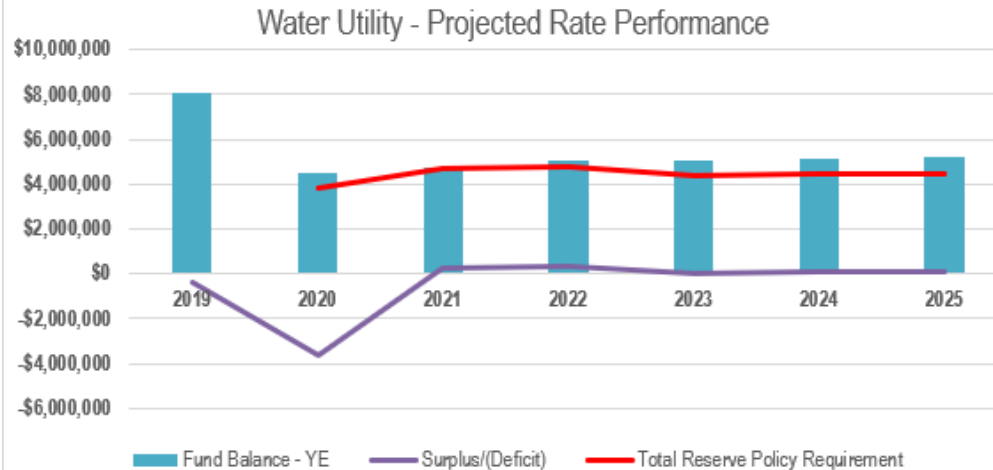


Cash Flow Analysis – Scenario 3

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Projected Revenues	2,579,074	2,712,084	4,651,592	6,022,914	6,940,448	7,163,483	7,386,563
Projected Operating Expenditures	2,678,364	3,850,007	4,068,639	4,316,389	4,503,835	4,698,446	4,900,493
Operating Loss/Gain	(99,290)	(1,137,923)	582,953	1,706,525	2,436,613	2,465,037	2,486,070
Debt Service	298,750	1,623,879	1,621,453	1,588,427	1,547,992	1,464,694	1,462,016
CIP Projects		863,102	387,242	873,837	131,024	118,346	142,449
Total Cost	(398,040)	(3,624,904)	(1,425,742)	(755,739)	757,597	881,997	881,605
Ending Fund Balance	8,088,061	4,463,157	3,037,415	2,281,676	3,039,273	3,921,270	4,802,875

Scenario 4 – Fund Balance Compliance

			Water Rates (\$/unit)						
	Tier	Tier Size	2019	2020	2021	2022	2023	2024	2025
Fixed Charge Increase (%)			reset			0.0%	-30.0%	0.0%	0.0%
Monthly Fixed Charge			\$ 18.86	\$ 18.86	\$75.00	\$ 75.00	\$ 52.50	\$ 52.50	\$ 52.50
Volumetric Increase (%)			0.0%	0.0%	25.0%	25.0%	5.0%	0.0%	0.0%
Tier	Included	0	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	1	15	\$3.65	\$3.65	\$4.56	\$5.70	\$5.99	\$5.99	\$5.99
	2	15	\$3.93	\$3.93	\$5.70	\$7.13	\$6.29	\$5.99	\$5.99
	3	>30	\$4.94	\$4.94	\$7.72	\$9.65	\$8.51	\$8.10	\$8.10



Cash Flow Analysis – Scenario 4

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Projected Revenues	2,579,074	2,712,084	6,331,712	7,136,889	6,174,233	6,369,856	6,565,522
Projected Operating Expenditures	2,678,364	3,850,007	4,068,639	4,316,389	4,503,835	4,698,446	4,900,493
Operating Loss/Gain	(99,290)	(1,137,923)	2,263,073	2,820,500	1,670,398	1,671,410	1,665,029
Debt Service	298,750	1,623,879	1,621,453	1,588,427	1,547,992	1,464,694	1,462,016
CIP Projects		863,102	387,242	873,837	131,024	118,346	142,449
Total Cost	(398,040)	(3,624,904)	254,378	358,236	(8,618)	88,370	60,564
Ending Fund Balance	8,088,061	4,463,157	4,717,535	5,075,771	5,067,153	5,155,523	5,216,087



Questions?



Board of Trustees Meeting

Date: May 26, 2020
Submitted By:
Subject: Downtown Business Support

EXECUTIVE SUMMARY

Staff present ways to increase outdoor seating capacity for our downtown businesses.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

None



Board of Trustees Meeting

Date: May 26, 2020

Submitted By: Michelle Vance

Larimer County Small Business Loan Loss Reserve Fund Agreement

Subject:

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

EXECUTIVE SUMMARY

Town of Wellington contribution to Larimer County Small Business Recovery Loan Loss Reserve Fund

BACKGROUND / DISCUSSION

In an effort to assist our businesses during the COVID-19 pandemic, the Town of Wellington would like to contribute to the Larimer County Small Business Loan Loss Reserve Fund.

A \$5 million Larimer County Small Business Recovery Loan Fund is available for impacted small businesses with twenty or less employees. Round 1 includes \$2 million in lending capital seeded through a partnership made possible by Bohemian Foundation, the City of Fort Collins and Fort Collins Area Chamber of Commerce. Round 2 with the remaining \$3 million in lending capital to be raised through regional collaboration with local foundations, banks, municipalities, private businesses, and individuals.

Loan details are as follows:

- Loans amounts between \$2,500-\$50,000 at a fixed rate of 3.50% and no origination fee; and
- Loans are intended to support the stabilization and recovery of businesses.

Eligible Business will:

- Be located within Larimer County, Colorado (primary address) and employ 20 or fewer workers.
- And has through normal operations held sufficient human, intellectual, and financial capital to be deemed economically viable prior to March 15, 2020.

Loan Fund programs, such as the Larimer County Small Business Recovery Loan Fund, typically include a Loan Loss Reserve to offset the potential losses to the lender from defaults. The intent of the loan loss reserve, therefore, is to cover unpaid portions of loans made through the program, also known as defaults or write offs. These write offs happen once a borrower has been unable to make payments for several months and the lender (Colorado Enterprise Fund) has not been able to recovery the loan amount through collateral. In a typical year, CEF manages to maintain a write off amount of 2 to 3 percent.

During the Great Recession (2008-2011) CEF managed to keep the write off amount to 6 to 8 percent. However, many disaster relief loan funds have experienced write off amounts between 15 and 20 percent. The Town's contribution to the Loan Loss Reserve for the Larimer County Small Business Recovery Loan Fund will be held by CEF in a separate account to be used only for write offs from the program. At the end of the program, 5 or more years from now, the balance of the Loan Loss Reserve will be returned to the contributors based on the proportion of their contribution. The Loan Loss Reserve will be managed by a committee of the contributors. Any contribution of \$50,000 or more enables the contributor to participate in the committee. This committee will review any requests for withdrawals from the Loan Loss Reserve.



STAFF RECOMMENDATION

Staff recommends we contribute \$25,000 of the Economic Development Budget to the Loan Loss Reserve.

ATTACHMENTS

1. Town of Wellington Loan Loss Agreement CEF FINAL

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

THIS LOAN LOSS RESERVE FUNDING AGREEMENT (this "Agreement") is made this ____ day of May, 2020, ("Effective Date") by and between TOWN OF WELLINGTON, COLORADO, a Colorado statutory municipality ("Funder") and the Colorado Enterprise Fund, Inc., a Colorado nonprofit corporation ("CEF"). Funder and CEF shall be referred to herein jointly as the "Parties" and individually as "Party."

RECITALS

WHEREAS, Funder agrees to provide funds to create a loan loss reserve for the Larimer County Small Business Loan Fund as described:

- CEF has created the Larimer County Small Business Loan Fund, as described in Schedule A attached hereto and incorporated into this Agreement by this reference (the "Fund"), to make loans to eligible businesses ("Eligible Businesses") experiencing disruption during the COVID-19 pandemic ("Pandemic");
- Funder, loan capital investors to the Fund ("LC Investors") and other contributors to the hereafter described loan loss reserve fund ("LLRF Investors") have formed a committee in connection with the Fund and this Agreement ("Sponsorship Committee"), as set forth in Schedule B attached hereto and incorporated into this Agreement by this reference;
- CEF has received and is continuing to receive loan capital investment ("LC Investment") from numerous LC Investors to create the Fund; and

WHEREAS, Funder, LC Investors, LLRF Investors and CEF understand the high risk of loan defaults in the Fund due to the Pandemic and other adverse conditions for small businesses; and

WHEREAS, to stimulate the deployment of the LC Investment, CEF will be granted access to a loan loss reserve fund, as defined below, when the event of a loan loss occurs in accordance with the terms and conditions stated in this Agreement.

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

1. Loan Loss Reserve Fund. Funder agrees to contribute to a loan loss reserve fund (the "LLRF") under the terms of this Agreement. The LLRF will receive payments from Funder and LLRF Investors.
2. Funder Payments to the LLRF. Funder agrees to provide, and CEF agrees to receive and hold in the LLRF, the total aggregate amount of \$25,000. Payment will be made by Funder within 30 businesses days of the Effective Date, subject to all terms, provisions, conditions, and covenants, contained in this Agreement. The Funder shall not have any obligation under this Agreement to contribute any additional amounts to the LLRF.
3. Use of LLRF. CEF may only use the LLRF when the event of a loan delinquency occurs as stated below:
 - a. A small business borrower of the Fund ("Borrower") is delinquent in payments for more than 180 days and is reasonably determined by CEF to be incapable of paying his/her/its debt obligation under the Fund; or

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

- b. Borrower has ceased business operations for more than 60 days and is reasonably determined by CEF to be incapable of paying his/her/its debt obligation under the Fund; or
- c. For other adverse reasons, CEF reasonably determines the Borrower is incapable of paying his/her/its debt obligation under the Fund.

Upon the happening of any of the events stated above, CEF will make commercially reasonable efforts to recover any unpaid balances of these delinquent loans, which shall include, without limitation, through the liquidation of any related collateral when economically feasible and use of any applicable loan guarantee programs or loan loss reserve programs ("Recovery Efforts"). If such Recovery Efforts are in whole or part unsuccessful for a period of 180 days or more from the delinquency, the LLRF may then be applied by CEF to the payment of the delinquent loan's remaining unpaid balance ("LLRF Payment").

However, even after any such LLRF Payment, CEF shall continue, for at least another 6 months, to use commercially reasonable efforts to collect these delinquent loans. Any funds recovered through those efforts or any other efforts at any time after a loan becomes delinquent, shall be paid back into the LLRF to replenish it in up to the amount the LLRF Payment used to cover that loan. However, if at the time such funds are recovered this Agreement and the LLRF have been terminated as provided in this Agreement, those funds shall be repaid to the Funder in proportion to its contribution to the LLRF under this Agreement. Any amount of the funds to be paid back to the LLRF shall be reduced by the direct costs reasonably incurred by CEF for its Recovery Efforts.

4. Management of LLRF. The LLRF shall be managed according to the terms stated below:
- a. CEF will set up a separate restricted bank account for the LLRF that may only be used as provided in this Agreement. The account will have the following deposits and withdrawals.
 - i. Deposits – Initial payments to the LLRF provided by Funder, LLRF Investors, LC Investors and others.
 - ii. Withdrawals – The LLRF Payments shall be the only withdrawals from the LLRF ("Loan Loss Amount"). CEF will prepare a list of defaulted loans with a Loan Loss Amount as often as monthly and submit it to Funder, LLRF Investors, LC Investors and others who have made payments to the LLRF. Upon the Sponsorship Committee's approval in writing and only then, may CEF withdraw an approved Loan Loss Amount from the LLRF.
 - b. During the Compliance Period, defined below, CEF shall provide loan activity and impact reports to Funder, LC Investors and LLRF Investors, within 45 days of each quarter ending. Quarterly reports will include LLRF bank statements and balance, total loans outstanding, Loan Loss Amounts, and current balance and impact measurements, such as, but not limited to, jobs created or retained, business sector, borrower demographics. CEF will also provide Funder with the financial information and reports required under Section 6.c. of the Fund Loan

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

Agreement.

- c. The LLRF will be managed according to the terms above until the LC Investment in the Fund has been repaid in full or until ten (10) years after the Effective Date, whichever first occurs ("Compliance Period"). At the end Compliance Period, any unused balance in the LLRF shall be returned to Funder, LC Investors and LLRF Investors in proportion to their respective contributions to the LLRF, as described in Section 4.a.i of this Agreement.
 - d. CEF shall use funds in the LLRF and the Fund in compliance with all applicable laws, rules, regulations and other legal requirements.
 - e. CEF shall maintain accurate records of receipts and expenditures to enable the Funder to readily check the use of LLRF proceeds and will keep the financial records for at least four years after the close of the Compliance Period.
 - f. CEF shall permit Funder and any reasonable number of its officers or employees, or any outside representatives designated by Funder and reasonably satisfactory to CEF, to attend meetings of CEF's board of directors as an observer, and to visit and inspect, at the expense of Funder, any of the properties of CEF, including their books and records, and to discuss their affairs, finances and accounts with their officers, except with respect to trade secrets and similar confidential information, to such reasonable extent and at such reasonable times and intervals as Funder may reasonably request without disruption of CEF's operations.
5. Conditions. CEF shall be subject to the following conditions as of the Effective Date:
- a. No change shall have occurred in the financial condition of the CEF or in any other aspect of the financing proposal of which the LLRF is a part, which, in the judgment of the Funder, materially and adversely affects or makes unreasonable or unreliable any of the financing assumption upon which the LLRF is predicated.
 - b. No litigation shall be pending or threatened calling into question or which, if adversely determined, would affect: i) the creation, organization or existence of the CEF, ii) the validity of this Agreement, or iii) the authority of the CEF to make or perform under this Agreement. No proceedings shall be pending or threatened against or affecting the CEF which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of the CEF, nor shall the CEF be in default with respect to any order of any court or other governmental authority.
6. Events of Default; Remedies. The following are Events of Default under this Agreement:
- a.) institution of bankruptcy proceedings by a court having jurisdiction over CEF or by CEF itself; b.) breach of any of the requirements of Sections 3 and 4 of this Agreement; c.) CEF admits in writing its inability to comply with the terms of this Agreement; d.) any representation, warranty or statement of CEF in this Agreement, or otherwise made or furnished to Funder by or on behalf of CEF, proves to have been false in any material respect when made or furnished; e.) CEF's status as an organization described in Section 501(c)(3) of the Internal Revenue Code is revoked, or CEF ceases to be classified as a

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

publicly supported charity under Section 509(a)(1)/170(b)(1)(A)(vi) or Section 509(a)(2) of the Internal Revenue Code; or f.) it is reasonably determined that the Fund is being mismanaged through fraud, embezzlement, misappropriation of funds or other material offenses.

If an Event of Default occurs and is continuing for 30 days or more, Funder may recover the amount its allocated portion of unused LLRF from CEF and pursue all other rights and remedies provided by law or in equity. The principal amount of proceeds from existing loans made from the Fund, if any, repaid to CEF after the date of termination of participation by Funder shall, subject to proportional reductions or allocations described herein, be promptly remitted to Funder.

No delay or failure of Funder in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of the right by Funder and no exercise or partial exercise or waiver of any right or remedy shall be deemed a waiver of any further exercise of such right or remedy or any other right or remedy that Funder may have.

7. Contact Information: All correspondence pertaining to terms, reporting and performance evaluation under this Agreement shall be directed through the following individual(s) and/or department(s) as updated periodically between Parties.

Borrower:
Colorado Enterprise Fund
Carrie Hanson
Director of Development
1888 Sherman Street, Suite 530
Denver, CO 80203
303.860.0242

carrie@coloradoenterprisefund.org

Funder:
Town of Wellington
Kelly Houghteling
Interim Town Administrator
3735 Cleveland Ave.
Wellington, CO 80549
970.568.3381

houghtkm@wellingtoncolorado.gov

8. Miscellaneous Provisions.

- (a) Survival of Certain Provisions. CEF's obligations (and Funder's rights) under Sections 3 and 4 shall survive the termination of this Agreement.
- (b) Relationship of Parties. Nothing in this Agreement will be deemed to create an agency, employment, joint venture, partnership, license or franchise relationship between the Parties, and no Party will make any representation to the contrary.
- (c) Assignment; Binding Effect; No Third-Party Beneficiaries. CEF will not, directly or indirectly, assign, delegate or otherwise transfer this Agreement without the express prior written consent of Funder and any such assignment, delegation or other transfer without Funder's consent shall be deemed null and void and of no effect. Subject to the foregoing, this Agreement will bind the Parties and their respective successors, assigns and legal representatives. This Agreement is not intended to benefit any person or entity other than CEF or Borrower, and no other person or entity may rely on the terms hereof.

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

- (d) Entire Agreement; Amendments. This Agreement sets forth the entire agreement of the Parties with respect to the LLRF, and supersedes any prior and contemporaneous understandings, agreements or representations relating to this Agreement and the LLRF. This Agreement may be amended only in writing signed by both Parties.
- (e) Waiver. No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the Party charged with the waiver. Any failure by a Party to insist upon the other Party's strict performance of any provision of this Agreement will not constitute a waiver of that or any other provision. Any delay in exercising or enforcing any rights with respect to a default will not preclude the non-defaulting Party from exercising any rights under this Agreement or at law or in equity.
- (f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
- (g) Governing Law. This Agreement is to be construed and enforced in accordance with the laws of the State of Colorado.
- (h) Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts and by facsimile signature, each of which will, for all purposes, be deemed an original, and all such counterparts and facsimiles will together constitute but one document.
- (i) Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, by email, or by mail to designated contact set forth herein. Such addresses may be changed by notice to the other Party given the same manner.
- (j) Nondiscrimination. CEF shall not discriminate against any person on the basis of race, color, religion, sex, national origin, disability, age, or veteran status, sexual orientation or any other basis prohibited by law in the use of funds under this Agreement.
- (k) No Federal Funds. Funder represents that the source of funds provided under this Agreement is not federal.

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COLORADO ENTERPRISE LLR FUND

By: _____
Cecilia H. Prinster
President and CEO

Attest:

By: _____

Town of Wellington

By: _____
Kelly Houghteling
Interim Town Administrator

Attest:

By: _____

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

Schedule A

Larimer County Small Business Loan Fund

FUND ELIGIBILITY GUIDELINES AND TERMS

The purpose of a **Larimer County Small Business Loan Fund** (the “Fund”) is to provide access to capital in the form of COVID-19 Relief Loans, as described below, to small businesses or non-profit social enterprise or co-op with earned revenue streams, with generally less than 20 employees that cannot obtain financing through traditional sources, but who are capable of sustaining a business and repaying debt, and who are disadvantaged for a variety of reasons. The Fund will be maintained and deployed by Colorado Enterprise Fund, Inc. (“CEF”). The Fund is one of several loan programs under CEF’s umbrella of COVID-19 Relief Loans.

A. The Need. The Fund is needed because:

- Borrowers may be challenged with financing process by SBA or other conventional lending institutes. Low income or immigrants may experience technology and language barriers.
- Borrowers may get declined, not approved for sufficient funds by SBA or other conventional lending institutes.
- CEF approval and disbursement is more efficient, customer centric, providing additional support to borrowers with lower business acumen.
- CEF is a mission-lender and local partner better able to assess community needs and business viability, able to rely more on character in underwriting process.
- Businesses may need help in addition to SBA disaster loan resources.

B. Eligible Businesses. All loans made from the Fund will be to businesses with primary locations within Larimer County (“Program Area”). Soft targets will be set for loans to businesses for each community that contributes to the LLRF.

In order to be an Eligible Business of the Fund and receive a small business loan:

1. At the time of application and throughout the term of the loan, a business must have its primary office/headquarters or operations in the Program Area and at least 50% of ownership interest held by natural persons with a primary residence as reported by business owner, within Larimer County or cities of Berthoud or Windsor.
2. On-going operations commenced on or before January 1, 2020 and maintained normal and uninterrupted activities as of March 15, 2020.
3. Normal operations held sufficient human, intellectual and financial capital to be deemed economically viable prior to March 15, 2020
4. Home based businesses are eligible, such as, but not limited to food trucks, in-home day cares, or tradesmen.
5. Small business with 20 or less full-time equivalent employees.
6. Business must follow all applicable sales tax licensing requirements in the City it operates.
7. There are no restrictions on the type of business eligible for loans so long as the

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

activities of the business are legal and in the best interests of the community. Cannabis businesses or business that were relatively unimpacted by the crisis, in CEF's best judgment, are ineligible.

8. The Fund is not:
 - a. To replace lost business income;
 - b. To fund pre-crisis level of operations; and/or
 - c. Pay wages of staff the business can no longer financially support
 9. A business must file all standard CEF application information and meet CEF's standard underwriting criteria for the type and size of loan.
- C. Permitted Uses of Loan. Loans may be used for most business purposes including, but not limited to the following:
1. Inventory purchase
 2. Re-Start expenses
 3. Equipment purchase or business personal property deemed necessary to re-establish operations
 4. Settle outstanding claims resulting from suspended operations
 5. Working capital
 6. Lease payments or commercial loan obligations
 7. Operations, to remain solvent and taking additional protective measures to get through and survive the crisis
 8. Payroll and benefits of employees of a post crisis operating structure
- D. Non-permitted Uses of Loan. Loans may not be used to pay any of owner's remuneration, including but not limited to wages, bonuses and the like except for sole proprietorships, which would be allowed to pay wages, or to pay for legal expenses incurred in defending against a criminal violation, or to pay for penalties assessed for criminal violations, or to pay adverse civil judgments stemming from operation of the business. Loans shall not be used to pay fees, assessments, liens or penalties due to the failure of the business to collect or remit applicable taxes when due. Additionally, loans shall not be used to replace lost business income, to fund pre-crisis level of operations, pay wages of staff the business can no longer financially support. Uses incompatible with or illegal under local or federal regulatory authority will not be permitted.
- E. Terms of Loan. The Fund shall make loans with the following terms to Eligible Businesses as described above:
- Maximum Loan Amount: up to \$50,000
 - Maximum Interest Rate: 3.5% per annum (after the application of the administrative grant provided by Funder)
 - Maximum Origination Fee: 0% (after the application of the fee-buy down grant provided by Funder)
 - Maximum Term: up to 5 years
 - Borrower Pays Incidental Closing Costs ~\$130

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

- Principal and Interest Deferment: Borrower's interest only payments first 12 months from loan closing date
- Quick underwriting, approval, close and disburse (avg. 14 days)

F. Intention of The Fund. The Fund is intended to:

- Provide bridge capital to larger resources from traditional lenders or SBA,
- Complement SBA products. CEF will not require that businesses apply for SBA loans, but rather align underwriting/approval with SBA process standards and guide borrowers that way,
- Stand alone for the full term of five years or less, as another financial support for businesses;

**LARIMER COUNTY SMALL BUSINESS LOAN FUND
LOAN LOSS RESERVE FUNDING AGREEMENT**

Schedule B

Larimer County Small Business Loan Fund

SPONSORSHIP COMMITTEE

Representatives from the City of Fort Collins, Fort Collins Area Chamber of Commerce, Bohemian Foundation and any other LC Investor and LLRF investor with an investment greater than \$50,000 in the Fund or the LLRF will be a member of the Sponsorship Committee and each shall have one vote.

CEF must seek the majority-vote approval, in writing, of the Sponsorship Committee for the following:

- a. Any change in the terms of Schedule A;
- b. Any change to the material terms governing the LLRF; and
- c. Any withdrawal from the LLRF restricted bank account.



Board of Trustees Meeting

Date: May 26, 2020
Submitted By: Bob Gowing, Public Works Director, Dave Myer, Engineer, DJ Jones
Subject: Emergency Power Generators: Electrical Work and Purchase

EXECUTIVE SUMMARY

Wellington does not possess emergency power generators for the Town's water treatment facilities to maintain plant operations in the event of power failure. Town staff is requesting authorization of a contract to conduct necessary electrical work to enable generator hookup and the purchase of two (2) new portable emergency power generators.

BACKGROUND / DISCUSSION

Wellington has immediate need to have emergency power available at its four (4) water treatment facilities:

- Main Water Treatment Plant (Poudre Valley REA)
- Pretreatment Facility (Poudre Valley REA)
- Nano/RO Facility (Xcel)
- Wilson Wells (Xcel)

To ready these sites for a portable generator hookup, electrical services are required to install a manual transfer switch with cam-lock assembly for quick connection at each location. A proposal was received from Interstates Construction Services (Fort Collins). Interstates has immediate availability and is thoroughly familiar with all of Wellington's water treatment facilities. The attached memorandum provides justification and a request to sole-source Interstates for this project in the not-to-exceed amount of \$85,168.

To properly size the generators, Town staff worked with an electrical engineer from Jacobs Engineering Group Inc. (Jacobs). Jacobs analyzed the electrical loads for each facility, and a technical report provided sizing information for each of the four (4) locations. The report concluded that two generator sizes would be required and purchasing one of each size would provide adequate flexibility in deployment. Based on sizing criteria and maximum and minimum loading rates, it was determined that a 150kW generator could be used at the Main Water Treatment Plant, the Pretreatment Facility, and Wilson Wells. A 175kW generator could be used at the Main Water Treatment Plant, the Pretreatment Facility, and the Nano/RO Facility.

For the purchase of two new (2) generators, in accordance with the Town's purchasing policy, staff solicited and received three (3) vendor quotes as follows:

Cummins Sales and Service (Henderson) for **Cummins** diesel generators
Model C200D2RE (175 kW) \$91,119
Model C150D2RE (150 kW) \$75,792
Cummins Tech Setup and Battery \$2,023
Total \$168,934

Faris Equipment (Denver) for **Doosan** diesel generators



Model G240WCU Generator (175 kW) \$108,014

Model G190WCU Generator (150 kW) \$93,988

Total \$202,002

Wagner Equipment (Denver) for **Caterpillar** diesel generators

Model XQ200 (175 kW) \$122,500

Model DCA180 (150 kW) \$97,250

Total \$219,750

Staff recommends purchasing the Doosan generators from Faris Equipment given the company's service reliability in emergency situations, warranty, and the generators' versatility with a larger fuel holding capacity and potential for use in other areas.

Funding for both the electrical work and generators purchase is included in the 2020 "Emergency Power for Main WTP" budget (GL No. 211-80-0012) along with the "Back-Up MGD Pump" budget (GL No. 211-80-4023) and the "Bulk NaOH and Antiscalant" budget (GL 211-80-4024).

STAFF RECOMMENDATION

Authorize execution of contract with Interstates Construction Services in the not to exceed amount of \$85,168.00 for installation of electrical equipment that will enable portable power generator hookup at Wellington's water treatment facilities.

Authorize purchase of two (2) portable power generators from Faris Equipment in the not to exceed amount of \$202,002.00 for use at Wellington's water treatment facilities.

ATTACHMENTS

1. Memo Sole-Source Interstates
2. 2020 Interstates Backup Generators MTS Contract PARTIALLY EXECUTED



To: Mayor Troy Hamman and Board of Trustees

From: DJ Jones, Interim ORC Water Plant

Date: April 23, 2020

RE: Sole-Source Interstates Construction Services

This memo is to request sole-sourcing of Interstates Construction Services to furnish and install a manual transfer switch with cam-lock assembly for quick connection to a rollup generator at the Town's four (4) water treatment facilities:

- Main Water Treatment Plant
- Pretreatment Facility
- Nano/RO Treatment Building
- Wilson Wells

This project is tandem to the Town's upcoming capital expenditure purchases of portable power generators that will operate the Town's water treatment facilities in the event of power failure.

Interstates has in-depth knowledge of Wellington's treatment and pumping facilities. The firm has consistently provided quality, cost-effective work on several extensive construction projects down to wiring a new pump for the treatment plant. Due to the time sensitive matter of this project, it would be inefficient for a new electrical company to have to start from scratch and formulate a scope of the work with regards to the existing panels and wiring at these facilities. Interstates has also indicated immediate availability to start this project.

With the approval of the Board of Trustees, with the reasons stated above and in the further interest of expedience, I would like to soul-source Interstates Construction Services for this project in the amount not to exceed **\$85,168.00**.

Thank you for your consideration.

Regards,

DJ Jones

Lead Operator, Interim ORC

Water Treatment Plant



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

2020 BACKUP GENERATORS MANUAL TRANSFER SWITCH INSTALLATION

CONTRACT FOR SERVICES, G/L Nos. 211-80-0012

Parties: The parties to this Contract are the Town of Wellington, 3735 Cleveland Avenue, Wellington, Colorado 80549 (Town) and Interstates Construction Services, Inc., 1409 Duff Drive, Fort Collins, CO, 80524 (Contractor).

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

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through December 31, 2020. All services shall be completed during this term.

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

Responsibilities of the Contractor:

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

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

Records Administration: The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. The Contractor shall be responsible and responsive to the Town in its requests and requirements related to the scope of this Contract.

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

Subcontracts:

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

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

Responsibilities of the Town:

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

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

General Provisions:

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

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

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

or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. This paragraph shall only extend to work performed on a unit price, fee adjustment, cost plus, or time and material basis, and then only to verify costs.

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

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

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

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

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

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

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

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

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

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

Indemnification: The Contractor agrees to indemnify, save harmless, and release the Town of Wellington and all of its officers, agents, volunteers, and employees from and against any and all loss, damage, injury, liability, suits, and proceedings arising out of the performance of this contract to the extent caused by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

Independent Contractor: The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Town for any purpose and as such, have no authorization, express or implied to by the Town of Wellington, to any agreements, settlements, liability or understanding whatsoever, and agrees

not to perform any acts as an agent for the Town except as expressly set forth herein. The Contractor shall be responsible for the payment of all income tax and social security amounts due because of payments received from the Town. Persons employed by the Town and acting under the direction of the Town shall not be deemed to be employees or agents of the Contractor. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative or to incur any obligation of any kind for or on behalf of the Town. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Town employees will inure to the benefit of the Contractor or the Contractor's agents or employees because of this Contract.

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

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

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

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

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

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

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

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

approved by the Colorado Department of Labor and Employment as statutorily required.

Insurance Requirements:

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

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

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

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

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

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

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

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

Ownership of Documents and Information: The Town owns all equipment, instruments, documents, data compilations, reports, computer programs, photographs, drawings, data, and other work provided, produced, procured or installed ("Work Product") by the Contractor in the performance of this Contract. Upon termination of services for any reason and payment to Contractor, the Contractor agrees to return all such original and derivative information and documents to the Town in a useable format. Any use or reuse other than for the purposes set forth herein shall be at the Town's sole risk and liability. The Town agrees to hold harmless, indemnify, and defend the Contractor against all damages, claims, and losses of any kind (including all defense costs and reasonable attorney fees), arising out of any use of the Work Product on any other project, for additions to this project, or for completion of this project without the Contractor's involvement.

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

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

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

Termination of Contract: This contract may be terminated with cause by either party in advance of the specified termination date upon written notice being provided by the other party. The party in violation will be given thirty (30) working days after notification to correct and cease the violations after which the contract may be terminated for cause. This contract may be terminated without cause in advance of a specified expiration date by either party upon thirty (30) days prior written notice being given the other party.

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

(i) As of the date of this Contract:

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

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

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

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

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

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

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

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

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

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

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

Project Requirements:

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

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

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

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

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Payment and Billing:

Reimbursement of Expenses: The Town agrees to pay the Contractor an amount equal to the price shown in Attachment A for the services described in Attachment A and incorporated by reference as part of this Contract. Payment shall be made directly to the Contractor. Total payment under this Contract shall be a lump sum of eighty-five thousand one hundred sixty-eight dollars and no cents (\$85,168.00).

Project Budget: The project budget is presented below in Attachment A.

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, equipment procurement, 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 report that justifies the cost items contained in the billing statement. The Contractor 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 shall be transmitted electronically to the Town's project manager: Dave Myer, myerdk@wellingtoncolorado.gov.

Payment Procedures: The Town shall pay the Contractor upon receipt of billing reports as the services are performed for the various items outlined in Attachment A. The Town will initiate the payment process upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt of billing.

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

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

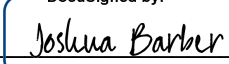
Final Payment: The final payment shall be made upon acceptance of the final work product and receipt of the final billing.

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Signatures:

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

TOWN OF WELLINGTON_____
Signature_____
Date_____
Printed Name_____
Title_____
Primary Contact Printed Name_____
Contact Info. (email, phone, etc.)_____
Witness Signature (if required)_____
Date_____
Printed Name_____
Title**INTERSTATES CONSTRUCTION SERVICES, INC.**

DocuSigned by:

 Signature
 P23FA4D60748440...

4/24/2020 | 11:17:31 CDT

Joshua Barber

Date

Regional Director

Printed Name_____
Title

Rod Holte

rod.holte@interstates.com

Primary Contact Printed Name_____
Contact Info. (email, phone, etc.)

DocuSigned by:

 Signature
 0A8ABFE326BE40C...

4/24/2020 | 09:39:18 PDT

Witness Signature (if required)_____
Date

Ryan Visser

Corporate Counsel

Printed Name_____
Title

Scope of Services:

Electrical services for this Contract provide for furnishing and installing a manual transfer switch with cam-lock assembly for quick connection to a rollup generator at Wellington’s main water treatment plant, nanofiltration plant, pretreatment facility, and Wilson Wells Pump House. The Town accepts the scope of services and lead times as defined within the Contractor’s proposal.

The anticipated project budget for each installation site is as stated below. The Contract total project cost as a lump sum is controlling.

<u>Site</u>	<u>Estimated Cost</u>
Main Water Treatment Plant	\$ 32,466.00
Nanofiltration Plant.....	\$ 20,205.00
Pretreatment Facility	\$ 18,246.00
Wilson Wells Pump House	<u>\$ 14,251.00</u>
Total Project Cost	\$ 85,168.00

The complete scope of services to this Contract are as defined within the Contractor’s proposal for this project as attached below.

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The following describes the electrical scope of work for Interstates' portion of the Backup Generator Manual Transfer Switches project located at three of Wellington, CO's Water Treatment Facilities.

Proposal Documentation

Our proposal is based on the following:

1. Job walk led by DJ Jones (Wellington) and attended by Scott Heynen (Interstates)
2. As-builds of Nanofiltration

Area Classifications

1. MCC and electrical rooms – NEMA 1
2. Outdoors – NEMA 3R

Standards

1. National Electric Code (NEC) – 2017 Edition
2. Interstates Quality Assurance Manual
3. GRC conduit for all above grade applications
4. Direct buried (no concrete encasement) PVC schedule 40 conduit for all below grade applications

Scope of Work

Water Treatment

1. Interstates will furnish and install (1) 600A manual transfer switch with cam-lock assembly for quick connection to a rollup generator.
 - a) We will mount the MTS on the exterior wall nearest the Clearwell MCC
 - b) We will not be utilizing the existing spare section marked "Future Transfer Switch," as this is not cost effective.
 - c) We will provide wire, and associated terminations from the existing transformer through the CT, to the in existing conduit onto the MTS, and from the MTS to the MDB.
 - d) The MTS will include a service-entrance rated breaker to allow for disconnecting the service.

Nanofiltration

1. Interstates will furnish and install (1) 400A manual transfer switch with cam-lock assembly for quick connection to a rollup generator.
 - a) We will provide conduit, wire, and associated terminations from the existing transformer through the CT, to the SE disconnect, onto the MTS, and from the MTS to the MDB.
 - b) We understand there is an existing Service entrance disconnect we can utilize ahead of our new MTS installation.

**Backup Generator Manual Transfer Switches
Fort Collins, CO**

April 20th, 2020

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Pretreatment

1. Interstates will furnish and install (1) 200A manual transfer switch with cam-lock assembly for quick connection to a rollup generator.
 - a) We will provide new conduit, wire, and associated terminations from the Service Entrance disconnect, through the CT, onto the MTS, and from the MTS to the MDB.
 - b) We will provide trenching and hand digging as needed to complete this scope.
 - c) The MTS will include a service-entrance rated breaker to allow for disconnecting the service.

Wilson Well Pumphouse

1. Interstates will furnish and install (1) 400A manual transfer switch with cam-lock assembly for quick connection to a rollup generator.
 - a) We will safely disconnect and remove the existing junction box, replacing it with the new manual transfer switch.
 - b) We will pull back existing wire then reconnect, providing conduit modifications as needed for a complete and operational system.

Project Exclusions

The following items are not included in our pricing:

1. Spare parts
2. Dumpsters
3. Rest rooms / port-o-jons
4. Temporary power or lighting
5. Permit fees
6. Providing generators

Clarifications

1. We understand that Wellington is responsible for furnishing, installing, and transporting generators as needed with cam-lock cabling to make connections.
2. All work will be done during scheduled shutdowns. We have not included costs for energized ("hot") work.
3. The cost associated with payment and performance bonding is not included in our proposal, but can be added upon request at approximately 1% of the contract total.
4. Our price is based on setting up a fabrication area within close proximity of the work areas.
5. We anticipate that all work will be performed during standard business hours, Monday through Friday 7:00 am to 3:30 pm. Any power outages that may be necessary will be appropriately scheduled and coordinated between all parties involved.
6. Our price is good for fifteen (15) days from today's date. Due to the volatility of the economy and disruption to the supply chain, our pricing for commodities is valid for one (1) day. The copper prices included are based on the COMEX index of \$2.26. We reserve the right to adjust our

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commodity pricing at the time of contract award and as market conditions change. We will need to monitor the market changes together.

Schedule Projections

1. Our proposal is based on a mutually agreeable on-site construction schedule.
2. In order to meet the schedule, timely decisions and discussions are necessary. We can only take responsibility for any delays that we may be directly responsible for and not delays that have been created by other trades.
3. Any schedule compressions or extensions are not included in our pricing. We understand that the owner will be responsible for gathering information, on site coordination, facilitating schedule meetings, and enforcing the schedule for the project.

Pricing & Payment Terms

Our lump sum price for this project is as follows, excluding sales tax.

Utilizing ASCO:

Project	Lump Sum Price	Lead Times for MTS***
Water Treatment Plant	\$32,466.00	7-8 weeks
Pretreatment	\$20,205.00	9-10 weeks
Nanofiltration	\$18,246.00	7-8 weeks
Wilson Pump House	\$14,251.00	7-8 weeks

***ASCO believes they can expedite at no additional cost, shortening times by (2) weeks, but will not guarantee lead times.

Our terms will follow the agreed-upon contract template with the Town of Wellington, with the following additions:

1. **Warranty.** Our work shall be executed in substantial compliance with the contract documents, in a good and workmanlike manner, and free of defect not inherent in the design or specified materials. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, abuse, or modifications performed by others. We do not warrant the adequacy, sufficiency, suitability or building code compliance of the plans, specifications, or other contract documents including, without limitation, any specified sole source or brand-named products, equipment, or materials, and you accept the manufacturer's warranty as its sole recourse with regard to such items. We are entitled to 5 days' notice and opportunity to diligently begin curing any defective work or defaults before you may take other actions or terminate our agreement for cause. All warranty claims must be received by us not more than one (1) year after completion of our work, and we must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. The quality of any engineering or programming services shall be judged solely as to whether we performed the services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. Software provided by us exclusively includes technical support for ninety (90) calendar days after installation at the site. This obligation is void if anyone else has modified the software in any way. Failure to purchase and attend training for those using the system will void this obligation. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY US.
2. **Force Majeure.** We will not be liable for performing our obligations as a result of an act of God, civil disturbance, government mandate, work stoppage, epidemic or disease, or other cause beyond our reasonable control.

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Closing

Thank you again for the opportunity to offer this proposal. Please don't hesitate to contact us if you have any questions or if there is anything else we can assist with.

Sincerely,
Interstates Construction Services, Inc.

Patrick Conlon

Estimator
(970) 221-1776 x7519
Patrick.Conlon@Interstates.com

**Backup Generator Manual Transfer Switches
Fort Collins, CO**

April 20th, 2020

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Board of Trustees Meeting

Date: May 26, 2020
Submitted By: Kelly Houghteling, Interim Town Administrator, Brad March, Town Attorney
Subject: Ordinance 9 - 2020 : Town Clerk Code Changes

EXECUTIVE SUMMARY

Modify the Town code to recognize independent Town Clerk position.

BACKGROUND / DISCUSSION

The Town of Wellington more than twenty years ago combined the positions of Town Clerk, required by C.R.S. § 31-4-305 and Town Administrator, allowed by C.R.S. § 31-4-304, with the Town Code providing for the position of Town Administrator/Clerk.

STAFF RECOMMENDATION

Approve Ordinance 9-2020 to modify the Town code to recognize independent Town Clerk.

ATTACHMENTS

1. Revisions for Town Administrator Clerk

ORDINANCE 9- 2020
AN ORDINANCE MODIFYING THE TOWN CODE TO RECOGNIZE INDEPENDENT TOWN CLERK

WHEREAS, the Town of Wellington more than twenty years ago combined the positions of Town Clerk, required by C.R.S. § 31-4-305 and Town Administrator, allowed by C.R.S. § 31-4-304, with the Town Code providing for the position of Town Administrator/Clerk; and

WHEREAS, the Town Board of Trustees of the Town of Wellington, Colorado wishes to separate into two separate positions the positions and duties of the Town Administrator and Town Clerk;

WHEREAS, it is desirable for the Town of Wellington Town Code to reflect the changes.

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

- 1) **Changes to Town Code.** The Wellington Town Code is amended, effective August 1, 2020, at the following sections as follows:

Sec. 1-1-90. – Town Administrator/Clerk vs Town Administrator and Town Clerk, is Added:

For many years the Town of Wellington maintained a combined Town Administrator/Clerk position. The Board of Trustees has separated the positions with the Town having separate Town Administrator and Town Clerk positions and responsibilities. References to the Town Administrator/Clerk have been included in the Code, the Town Personnel Manual and other operational documents of the Town. The duties of the Town have been defined by the Code with the separation of the Town Administrator and Town Clerk positions. Unless clearly intended to refer to the Town Clerk, any references, including in this Code, to the Town Administrator/Clerk, shall refer to the Town Administrator.

Sec. 1-2-10. – Definitions, is amended such that the definition of *Officer* reads as follows:

Officer means an appointed or elected official of the Town, including the Town Administrator, Town Clerk, Town Treasurer, Town Attorney, Municipal Judge, Municipal Court Clerk, Mayor and any Trustee.

Sec. 2-3-10. – Appointed Officers, is amended such that part (a) reads as follows:

- (a) The following officers of the Town shall be appointed by a majority vote of all the members of the Board of Trustees:
 - (1) Town Administrator;
 - (2) Town Clerk;
 - (3) Town Attorney;
 - (4) Town Treasurer; and
 - (5) Municipal Judge.

Sec. 2-3-20. – Town Administrator/Clerk, is renamed *Sec. 2-3-20. – Town Administrator* and amended such that subpart (a) reads as follows:

- (a) Appointment. The Board of Trustees, by majority approval, may appoint a Town Administrator. The Town Administrator shall perform the functions of the Town Administrator as defined herein and as established by the Board of Trustees by resolution. The Town Administrator shall:

- (1) Hold office at the pleasure of a majority of the Board of Trustees.
- (2) Be selected solely on the basis of his or her executive and administrative qualifications with special reference to his or her training and experience.
- (3) Have a Bachelor's degree in business or public administration or equivalent.
- (4) Be compensated for his or her services as the Board of Trustees may determine or as may be stipulated by contract.

Sec. 2-3-20. – Town Administrator/Clerk, is further amended by deletion of subpart (c)(2).

Section 2-3-25. – Town Clerk, is added:

- (a) Appointment. The Board of Trustees, at its first regular meeting after each biennial election, shall appoint a qualified Town Clerk. If vacancy should occur in the office of Clerk, the Board of Trustees shall appoint a Clerk for the remainder of the unexpired term. The Town Clerk shall hold office at the pleasure of the Board of Trustees.
- (b) Oath. Before entering upon the duties of the office, the Town Clerk shall take an oath of office.
- (c) Functions and Duties. The Town Clerk, in addition to duties as may be assigned by the Town Board of Trustees shall perform the following functions and duties:
 - (1) Cause and have prepared the agenda for regular Board meetings and such other special meetings as may arise.
 - (2) Keep and maintain minutes of the Board of Trustees and Planning Commission proceedings.
 - (3) Coordinate all meetings for the Cable Commission and the Board of Adjustment and Boards of the Town.
 - (4) Keep and maintain all Town records.
 - (5) Be responsible for all municipal elections.
 - (6) Certify, by his or her signature, all ordinances and resolutions enacted or passed by the Board of Trustees.
 - (7) Develop and prepare such planning documents as the Board of Trustees or Planning Commission shall request.

Sec 2-3-40 (b)(2), Town Attorney, is amended by deleting:

“and file with the Town Administrator/Clerk copies of such records and files relating thereto” such that subsection (b)(2) subject to the deleted section reads:

“Prosecute ordinance violations, conduct cases in Municipal Court.” ~~and file with the Town Administrator/Clerk copies of such records and files relating thereto.~~

Sec. 2-3-50. Removal of Town Officers, is amended such that the first sentence reads as follows:

By a majority vote of all members of the Board of Trustees, the Mayor, Town Administrator, Town Clerk, Town Treasurer, any member of the Board of Trustees or any other officer of the Town may be removed from office.

Sec. 6-2-75. Town Clerk, is added:

The Town Administrator may delegate duties imposed on the Town Administrator (Town Administrator/Clerk) by this Chapter 6, Article 2, related to license applications, collection of license fees and record keeping to the Town Clerk.

Sec. 10-8-110(b). Open containers; permits, is amended to read:

(b) Organized groups and family gatherings may obtain a one-day permit for 8:00 a.m. to 12:00 midnight, excepting the prohibitions of Subsection (a) above and regulations contained in this Article, by making application for same, with payment of the required fee to the Town Clerk at least twenty-four (24) hours in advance of such use.

In the following sections of the Code, references to the Administrator/Clerk shall be replaced with references to the Town Clerk:

- (a) Chapter 1, Article 3 related to publication, maintenance, certification and copies of the Code.
- (b) Chapter 2, Article 1 related to elections.
- (c) Sections 2-7-50, 2-7-60, 2-8-20 and 2-10-80 related to record keeping and appointments for the Community Activities Commission, Wellington Housing Authority, Wellington Housing Authority for the Wellington Planning Commission.
- (d) Section. 2-2-80 related to meetings
- (e) Section. 2-9-30 (b), related to maintenance of recordings of meetings of the Wellington Library Board and Planning Commission
- (f) Chapter 11, Article 5 related to the Town Cemetery, including record keeping and the authority to sign cemetery deeds, references to cemetery deeds shall refer to commentary deeds or interment agreements.

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

3) Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than three (3) copies of the adopted Code available for inspection by the public during regular business hours.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED TO BECOME PUBLISHED BY TITLE THIS AND ORDERED TO BECOME EFFECTIVE THE LATER OF AUGUST 1, 2020 OR 30 DAYS FROM THE DATE OF PUBLICATION.

TOWN OF WELLINGTON

By: _____
Troy Hamman, Mayor

ATTEST:

By: _____
Kelly Houghtelling,, Town Administrator/Clerk

PUBLISHED BY TITLE THE ____ DAY OF [INSERT DATE], 2020 IN THE COLORADOAN.

Kelly Houghtelling, Town Administrator/Clerk

Board of Trustees Meeting

Date: May 26, 2020
Submitted By: Brad March, Town Attorney
Subject: Resolution 17- 2020 - Appointment to Wellington Housing Authority

EXECUTIVE SUMMARY

Resolution appointing certain Town positions on the Board of Adjustments and Wellington Housing Authority and Planning Commission.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

To approve resolution Resolution 17- 2020 - Appointment to Wellington Housing Authority.

ATTACHMENTS

1. 2020 Planning WHS BOA commission appointments Revised 5.22.20
2. Bylaws of Wellington Community Housing

TOWN OF WELLINGTON RESOLUTION NO. 17- 2020

**RESOLUTION APPOINTING CERTAIN TOWN POSITIONS ON THE BOARD OF ADJUSTMENTS and
WELLINGTON HOUSING AUTHORITY and PLANNING COMMISSION**

Whereas, the voters of the Town of Wellington elected new Town Board members on April 7, 2020; and

Whereas, new Wellington Town Board members have properly taken the oath of office and are now serving as members of the Wellington Town board; and

Whereas, the Mayor of the Town of Wellington is charged by Article 2 of the Wellington Town Code with appointing members of various Town Boards and the Wellington Town Board is charged with confirming or approving the Mayoral appointments; and

Whereas the Mayor has appointed members to serve on various Town boards which the Mayor is entitled to appoint; and

Whereas, various board positions have previously been filled by appointment and terms are so noted below; and

Whereas, there are certain vacancies on town boards and the deputy clerk has requested that applications to serve on boards be filed and the time for applying for vacant positions has not yet expired or the applications have not been reviewed; and

Whereas, for positions listed as vacant the Town intends to make appointments within the next 90 days to fill vacancies.

NOW THEREFORE, the Town Board of the Town of Wellington, Colorado takes the following actions and makes or approves or confirms the following appointments to offices, boards, commissions and other positions:

- 1) **Board of Adjustments**, Town code at Sec. 2-11-20 provides that the Board of Adjustment shall consist of five (5) members and two (2) alternates appointed by the Board of Trustees with citizen appointments for three year terms . The following have been or are appointed to the Board of Adjustments:

Eric Wayker	-	Term 2023
Mike Steely,		Term 2022
Don Irwin,		Term 2021
Christine Gaiter		Term 2023
Wyatt Knutson, Alternate 1 - Town board member		Balance of Trustee term
John Jerome, Alternate 2 - Town board member	````	Balance of Trustee term
Vacancy		

- 2) **Planning Commission**. Town code at Sec. 2-10-30 provides that The Planning Commission shall consist of seven (7) voting members appointed for 6-year terms:

The Mayor is a member

Four (4) members are appointed by the Board of Trustees and are citizens/residents of the Town

One (1) Trustee appointed by the Board of Trustees

One (1) Trustee selected by the Mayor

Member	Appointment Authority	Term Expires
Bert McCaffrey	Board of Trustees	Term 2024
Barry Friedrichs	Board of Trustees	Term 2024
Troy Hamman	Mayor	for balance of Mayor term
Tim Whitehouse	Trustee Appointed by Mayor	for balance of Trustee term
Rebekka Kenny -	Trustee Appointed by Board	for balance of Trustee term
Eric Sartor	Board of Trustees	Term 2025
	Board of Trustees	Term 2026

3) Wellington Housing Authority and non-profit

The Town code at Sec 2-7-20 and 30 provide for appointment of the Wellington Housing Authority consisting of five (5) persons appointed by the Mayor for five year terms with the consent of the Board of Trustees. . Members of the Housing Authority shall be residents of the Town or residents of the surrounding community. The following have been or are appointed to the Wellington Housing Authority:

Mishie Daknis	2021
Bob Novascone	2021
Amy Combs	2023
Ashley MacDonald	2024 / for balance of Trustee term
John Evans	2025

In 2019 the Wellington Housing Authority created a non-profit corporation, Wellington Community Housing. Article IV of the proposed bylaws of Wellington Community Housing (the “bylaws” provide that a five person the board of directors made up of residents of the Town of Wellington shall be appointed to manage Wellington Community Housing, directors are to be appointed by the Wellington Town Board for one, two and three year terms.

The Wellington Town Board of Trustees has been provided with the proposed bylaws. The bylaws in the form provided are approved by the Wellington Town Board. The bylaws provide for that the Town Board will appoint directors of Wellington Community Housing.

The proposed bylaws of Wellington Community Housing at Article 7 paragraph 2 provide for initial directors of Wellington Community Housing, as follows:

Director	Term
----------	------

Mishie Daknis	2021 (the term of Mishie Daknis's replacement shall expire December 2022)
Bob Novascone	2021
Amy Combs	2023
Ashley MacDonald	2024
John Evans	2025

:

PASSED AND ADOPTED AT A REGULAR MEETING OF THE TOWN BOARD OF THE TOWN OF WELLINGTON, COLORADO, THIS 26th DAY OF May, 2020.

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

ATTEST:

Kelly Houghteling, Interim Town Administrator/Clerk

**BYLAWS
OF
WELLINGTON COMMUNITY HOUSING
(A Nonprofit Corporation)**

ARTICLE I. NAME

The name of the corporation is WELLINGTON COMMUNITY HOUSING (“the Corporation”).

ARTICLE II. PURPOSES

The purposes for which the nonprofit corporation is organized are as follows:

1. To own, maintain, repair, improve, operate, rent, lease, and manage affordable rental housing for low-income households.
2. To do such other lawful acts of a charitable or educational nature, within the meaning of Section 501(c)(3) of the Internal Revenue Code of the United States and the regulations thereunder, as they now exist or as they may hereafter be amended.

ARTICLE III. POWERS

The nonprofit corporation shall have all powers, rights, and privileges granted to a nonprofit corporation under the Colorado Revised Nonprofit Corporation Act, as it now exists or as it may hereafter be amended, including but not limited to the power to finance the acquisition, rehabilitation, maintenance, and improvement of rental housing for low-income households through the issuance state and local bonds and private activity bonds, participation in the low income housing tax credit program, receipt of governmental grants and loans, private bank financing, and all other local, state, and federal programs; subject to the following limitations and restrictions:

No part of the assets or net earnings of the nonprofit corporation shall inure to the benefit of, or be distributable to, any director or officer of the corporation, or to any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes, and benefits may be conferred that are in conformity with said purposes).

No director or officer of the nonprofit corporation or any private individual shall be entitled to share in the distribution of any of the nonprofit corporation’s assets on dissolution of the nonprofit corporation.

No substantial part of the activities of the nonprofit corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the nonprofit corporation shall not participate in, or intervene in any political campaign on behalf of any candidate for public office (including the publication or distribution of statements).

Notwithstanding any other provisions of these Articles, the nonprofit corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of the United States and the regulations thereunder, as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of the United States and the regulations thereunder, as they now exist or as they may hereafter be amended.

ARTICLE IV. DISSOLUTION

Upon dissolution of the nonprofit corporation, the assets of the nonprofit corporation shall be distributed as follows:

Upon dissolution of the nonprofit corporation, the board of directors shall, after paying or making provision for the payment of the debts and liabilities of the nonprofit corporation, distribute all assets of the nonprofit corporation to the Housing Authority of the Town of Wellington (“WHA”) if it is then in existence and if not, the board of directors shall dispose of the assets of the nonprofit corporation exclusively for the purpose of the corporation stated herein by distributing such assets to one or more organizations as shall at the time qualify as exempt organizations under Section 501(c)(3) of the United States Internal Revenue Code (or under the corresponding provisions of any future United States Internal Revenue law), as the board of directors shall determine.

Any of such assets not so disposed of shall be disposed of by any court of record with general equity jurisdiction in the State of Colorado, exclusively for such purposes or to such organization or organizations, as such court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V. OFFICES

The initial office of the Corporation shall be at 1715 West Mountain Avenue, Fort Collins, Colorado 80521.

ARTICLE VI. MEMBERS

The Corporation shall not have members.

ARTICLE VII. BOARD OF DIRECTORS

1. Powers. All powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the board of directors.

2. Qualifications of Directors. A director shall be a natural person who is eighteen (18) years of age or older. Directors shall be residents of the Town of Wellington, Colorado, or the surrounding area. No officer, commissioner, agent, or employee of Housing Catalyst may be a director of the Corporation.

3. Number of Directors. The board of directors shall consist of not less than 5 nor more than 7 directors. Initially the board of directors shall consist of 5 members. The number of directors may be changed from time to time by the Board of Trustees of the Town of Wellington, Colorado.

4. Election, Appointment, and Designation of Directors. All Directors shall be appointed by the Board of Trustees of the Town of Wellington, Colorado. The initial members of the Board of Directors and the expiration date of each initial director's term in office are as follows:

Mishie Daknis	December 2021 (the term of Mishie Daknis's replacement shall expire December 2022)
Bob Novascone	December 2021
Amy Combs	December 2023
Ashley MacDonald	December 2024
John Evans	December 2025

5. Terms of Directors.

(a) After the expiration of the initial term of each member of the initial board of directors, directors shall be appointed for terms of 5 years each.

(b) A decrease in the number of directors or in the term of office does not shorten an incumbent director's term.

(c) The term of a director filling a vacancy expires at the end of the unexpired term that such director is filling.

(d) Despite the expiration of a director's term, a director continues to serve until the director's successor is appointed and qualifies or until there is a decrease in the number of directors.

6. Resignation of Directors.

(a) A director may resign at any time by giving written notice of resignation to the Corporation.

(b) A resignation of a director is effective when the notice is received by the Corporation unless the notice specifies a later effective date.

(c) Removal of Directors. A director may be removed by the entity that appointed the director.

7. Vacancy on Board. If a vacancy occurs on the board of directors, the vacancy shall be filled by the entity that appointed the director who previously occupied the vacant position.

8. Compensation of Directors. Directors shall not receive compensation for service on the board of directors. However, any director may be reimbursed for the actual expenses incurred by the director in the performance of his or her duties.

ARTICLE VIII. MEETINGS AND ACTION OF THE BOARD

1. Meetings.

(a) The board of directors may hold regular or special meetings.

(b) The board of directors may permit any director to participate in a regular or special meeting by telephone. The board of directors may conduct the meeting by any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

2. Action Without Meeting.

(a) Any action required or permitted to be taken at a board of directors' meeting may be taken without a meeting if each member of the board in writing either:

1) Votes for such action; or

2) Votes against such action or abstains from voting and waives the right to demand that action not be taken without a meeting.

(b) Action is taken under this section only if the affirmative vote for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the directors then in office were present and voted.

(c) No action taken pursuant to this section shall be effective unless writings describing the action taken and otherwise satisfying the requirements of subsection (a) hereinabove, signed by all directors and not revoked pursuant to subsection (d) of this section, are received by the Corporation. Any such writing may be received by the Corporation by electronically transmitted facsimile or other form of wire or wireless communication providing the Corporation with a complete copy of the document, including a copy of the signature on the document. A director's right to demand that action not be taken without a meeting shall be deemed to have been waived if the Corporation receives a writing satisfying the requirements of subsection (a) hereinabove that has been signed by the director and not revoked pursuant to subsection (d) hereinafter. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the Corporation unless the writings describing the action taken set forth a different effective date.

(d) Any director who has signed a writing pursuant to this section may revoke such writing by a writing signed and dated by the director describing the action and stating that the director's prior vote with respect thereto is revoked, if such writing is received by the Corporation before the last writing necessary to effect the action is received by the Corporation.

(e) Action taken pursuant to this section has the same effect as action taken at a meeting of directors and may be described as such in any document.

(f) All signed, written instruments necessary for any action taken pursuant to this section shall be filed with the minutes of the meetings of the board of directors.

3. Notice of Meeting.

(a) Regular meetings of the board of directors may be held without notice of the date, time, place, or purpose of the meeting.

(b) Special meetings of the board of directors shall be preceded by at least two (2) days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting.

4. Waiver of Notice.

(a) A director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as provided by subsection (b) hereinafter, the waiver shall be in writing and signed by the director entitled to the notice. Such waiver shall be delivered to the Corporation for filing with the Corporation records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A director's attendance at or participation in a meeting waives any required notice to that director of the meeting unless, at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

5. Quorum and Voting.

(a) A quorum of the board of directors consists of a majority of directors in office immediately before the meeting begins.

(b) If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present at the meeting is the act of the board of directors unless the vote of a greater number of directors is required by these Bylaws.

(c) For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a director may be deemed to be present at a meeting and to vote if the director has granted a signed, written proxy to another director who is present at the meeting, authorizing the other director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this subsection (c), directors may not vote or otherwise act by proxy.

(d) A director who is present at a meeting of the board of directors when Board of Directors action is taken is deemed to have assented to all action taken at the meeting unless:

1) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

2) The director contemporaneously requests that the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

3) The director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the Corporation promptly after adjournment of the meeting.

(e) The right of dissent or abstention pursuant to subsection (d) hereinabove as to a specific action is not available to a director who votes in favor of the action taken.

6. Committees of the Board.

(a) The board of directors may create one or more committees of the board and appoint one or more directors to serve on them.

(b) The creation of a committee of the board and appointment of directors to it shall be approved by a majority of all the directors in office when the action is taken.

(c) Action without meeting, notice, waiver of notice, and quorum and voting requirements of the board of directors apply to committees of the board and their members as well.

(d) To the extent specified by the board of directors, each committee of the board shall have the authority of the board of directors, except that a committee of the board shall not authorize distributions; elect, appoint, or remove any director; amend articles of incorporation; adopt, amend, or repeal bylaws; approve a plan of merger; or approve a sale, lease, exchange, or other disposition of all, or substantially all, of its property, with or without good will, other than in the usual and regular course of business.

(e) The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct described in these Bylaws.

(f) Nothing in these Bylaws shall prohibit or restrict the Corporation from establishing by action of the board of directors one or more committees, advisory boards, auxiliaries, or other bodies of any kind, having such members and rules of procedure as the board of directors may provide, in order to provide such advice, service, and assistance to the Corporation, and to carry out such duties and responsibilities for the Corporation, as may be specified by the board of directors; except that if any such committee or other body has one or more members thereof who are entitled to vote on committee matters and who are not then also directors, such committee or other body may not exercise any power or authority of the board of directors.

ARTICLE IX. STANDARDS OF CONDUCT

1. General Standards of Conduct for Directors and Officers.

(a) Each director shall discharge the director's duties as director, including the director's duties as a member of a committee of the board, and each officer with discretionary authority shall discharge the officer's duties under that authority in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director or officer reasonably believes to be in the best interests of the Corporation.

(b) In discharging duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

1) One or more officers or employees of the Corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented;

2) Legal counsel, a public accountant, or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence; or

3) In the case of a director, a committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence.

(c) A director or officer is not acting in good faith if the director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (b) hereinabove unwarranted.

(d) A director or officer is not liable to the Corporation for any action taken or omitted to be taken as a director or officer, as the case may be, if, in connection with such action or omission, the director or officer performed the duties of the position in compliance with this section.

(e) A director, regardless of title, shall not be deemed to be a trustee with respect to the Corporation or with respect to any property held or administered by the Corporation, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

2. Liability of Directors for Unlawful Distributions.

(a) A director who votes for or assents to a distribution knowingly made in violation of these Bylaws is personally liable to the Corporation for the amount of the distribution that exceeds what could have been distributed without violating these Bylaws if it is established that the director did not perform the director's duties in compliance with the foregoing section. In any proceeding commenced under this section, a director shall have all of the defenses ordinarily available to the director.

(b) A director held liable under subsection (a) hereinabove for an unlawful distribution is entitled to contribution:

1) From every other director who could be held liable under subsection (a) hereinabove for the unlawful distribution; and

2) From each person who accepted the distribution knowing the distribution was made in violation of these Bylaws, the amount of the contribution from such person being the amount of the distribution to that person that exceeds what could have been distributed to that person without violating these Bylaws.

ARTICLE X. DIRECTORS' CONFLICTING INTEREST TRANSACTIONS

1. As used in this section, "conflicting interest transaction" means a contract or other financial relationship between the Corporation and a director of the Corporation, or between the Corporation and a party related to a director, or between the Corporation and an entity in which a director of the Corporation is a director or officer or has a financial interest.

2. No loans shall be made by the Corporation to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until the repayment thereof.

3. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by the Corporation solely because the conflicting interest transaction involves a director of the Corporation or a party related to a director or an entity in which a director of the Corporation is a director or officer or has a financial interest, or solely because the director is present at or participates in the meeting of the Corporation's board of directors or of the committee of the board of directors that authorizes, approves, or ratifies the conflicting interest transaction, or solely because the director's vote is counted for such purpose if:

(a) The material fact as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors or the committee, in good faith, authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or

(b) The material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members of the board entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members of the board entitled to vote thereon; or

(c) The conflicting interest transaction is fair as to the Corporation.

4. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

5. For purposes of this section, a “party related to a director” shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.

ARTICLE XI. LIMITS OF CERTAIN LIABILITIES OF DIRECTORS

1. There shall be no personal liability, either direct or indirect, of any director or officer to the Corporation for monetary damages for any breach or breaches of fiduciary duty as director or officer, except that this provision shall not eliminate the liability of a director or officer to the Corporation for monetary damages for any breach, act, omission, or transaction to which the Nonprofit Corporation Act expressly prohibits the elimination of liability.

2. This provision shall not limit the rights of directors or officers of the Corporation for indemnification or other assistance from the Corporation. This provision shall not modify, restrict, or otherwise diminish the provisions of C.R.S. § 13-21-116(2)(b) (concerning elimination of liability of directors, except for willful and wanton acts or omissions); any amendment or successor provision thereto; or any law limiting or eliminating liabilities.

3. Any repeal or modification of the foregoing provisions of this article the Corporation or any repeal or modification of the provisions of the Nonprofit Corporation Act which permits the elimination of liability of directors by this article shall not affect adversely any elimination of liability, right, or protection of a director or officer of the Corporation with respect to any breach, act, omission, or transaction of such director or officer occurring prior to the time of such repeal or modification.

ARTICLE XII. INDEMNIFICATION

1. Indemnification Definitions. As used in this article:

(a) “Director” means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, board of directors, trustee, employee, fiduciary, or agent of another domestic or foreign corporation, nonprofit corporation, or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation’s request if the director’s duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to the participants in or beneficiaries of the plan. “Director” includes, unless the context requires otherwise, the estate or personal representative of a director.

(b) “Expenses” includes attorney fees.

(c) “Liability” means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses.

(d) “Party” includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(e) “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

2. Authority to Indemnify Directors.

(a) Except as provided in subsection (d) hereinafter, the Corporation shall indemnify a person made a party to a proceeding because the person is or was a director against liability incurred in the proceeding if:

1) The person’s conduct was in good faith; and

2) The person reasonably believed:

(i) In the case of conduct in an official capacity with the Corporation, that the conduct was in the Corporation’s best interests;

(ii) In all other cases, that the conduct was at least not opposed to the Corporation’s best interests; and

(iii) In the case of any criminal proceeding, the person had no reasonable cause to believe the conduct was unlawful.

(b) A director’s conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of subsection (2)(ii) hereinabove. A director’s conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of subsection (a)(1) hereinabove.

(c) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(d) The Corporation may not indemnify a director under this section:

1) In connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

2) In connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged personally liable on the basis that the director derived an improper personal benefit.

(e) Indemnification permitted under this section in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

3. Mandatory Indemnification of Directors. The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director, against reasonable expenses incurred by the person in connection with the proceeding.

4. Advance of Expenses to Directors.

(a) The Corporation shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

1) The director furnishes to the Corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in these Bylaws;

2) The director furnishes to the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct; and

3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

(b) The undertaking required by subsection (a)(2) hereinabove shall be a general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

5. Determination and Authorization of Indemnification of Directors.

(a) The Corporation may not indemnify a director under this article unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in these Bylaws. The Corporation shall not advance expenses to a director under this article unless authorized in the specific case after the written affirmation and undertaking required by these Bylaws are received and the determination required by these Bylaws has been made.

(b) The determination required by subsection (a) hereinabove shall be made:

1) By the board of directors by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceeding shall be counted in satisfying the quorum; or

2) If a quorum cannot be obtained, a majority vote of a committee of the board of directors designated by the board of directors, which committee shall consist of two (2) or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

(c) If a quorum cannot be obtained as contemplated in subsection (b)(1) hereinabove, and a committee cannot be established under subsection (b)(2) hereinabove, or even

if a quorum is obtained or a committee is designated, if a majority of the directors constituting such quorum or such committee so directs, the determination required to be made by subsection (a) hereinabove shall be made by independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in subsection (b)(1) or (b)(2) hereinabove, or if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board of directors.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of legal expenses shall be made by the body that selected such counsel.

6. Indemnification of Officers, Employees, Fiduciaries, and Agents.

(a) An officer is entitled to mandatory indemnification under this article, in each case to the same extent as a director.

(b) The Corporation shall indemnify and advance expenses to an officer, employee, fiduciary, or agent of the Corporation to the same extent as to a director.

(c) The Corporation shall also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent, if not inconsistent with public policy or these Bylaws, general or specific action of the board of directors or voting members, or contract.

7. Insurance. The Corporation shall purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, member of the board of directors, trustee, employee, fiduciary, or agent of another domestic or foreign corporation, nonprofit corporation, or other person, or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from the person's status as a director, officer, employee, fiduciary, or agent, whether or not the Corporation would have power to indemnify the person against the same liability under this article. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

8. Limitation of Indemnification of Directors. This article does not limit the Corporation's power to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when the director has not been made a named defendant or respondent in the proceeding.

ARTICLE XIII. OFFICERS

1. Officers. The Corporation shall have a president, a secretary, a treasurer, and such other officers as may be designated by the board of directors. An officer shall be a natural person who is eighteen (18) years of age or older. An officer need not be a director of the Corporation. Officers may be appointed by the board of directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors. The board of directors shall delegate to the secretary or to one or more other persons responsibility for the preparation and maintenance of minutes of the directors' meetings and other records and information required to be kept by the Corporation and for authenticating records of the Corporation. The same individual may simultaneously hold more than one office in the Corporation.

2. President. The president shall be the chief executive officer of the Corporation. The president shall preside at all meetings the Board. The president shall have the general powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from time to time as the president may determine to be appropriate to assist in the conduct of the affairs of the Corporation or as may be established by the board at any regular or special meetings.

3. Vice President. The vice president shall have all the powers and authority and perform all functions and duties of the president in the absence of the president or his or her inability for any reason to exercise such powers and functions or to perform such duties.

4. Secretary. The secretary shall keep all minutes of the meetings of the board of directors and the minutes of all meetings of the Corporation. The secretary shall have charge of all books and papers that the board may direct and shall, in general, perform all the duties incident to the office of the secretary.

5. Treasurer. The treasurer shall have the responsibility for the Corporation funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in the books belonging to the Corporation; provided, however, that when a board of directors has been delegated the responsibility of collecting and disbursing funds, the treasurer's responsibility shall be to review the accounts of the board of directors not less often than quarterly. The treasurer shall perform such other duties as from time to time may be assigned by the board of directors.

6. Resignation and Removal of Officers. An officer may resign at any time by giving written notice of resignation to the Corporation. A resignation of an officer is effective when the notice is received by the Corporation unless the notice specifies a later effective date. If a resignation is made effective at a later date, the board of directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the board may remove the officer at any time before the effective date and may fill the resulting vacancy. The board of directors may remove any officer at any time without cause. The board of directors may make provisions for the removal of officers by other officers. An officer who resigns or is removed or whose appointment has expired may deliver to the Colorado Secretary of State for filing a statement to that effect.

7. Contract Rights with Respect to Officers. The appointment of an officer does not itself create contract rights. An officer's removal does not affect the officer's contract rights, if any, with the Corporation. An officer's resignation does not affect the Corporation's contract rights, if any, with the officer.

ARTICLE XIV. CORPORATION RECORDS

1. The Corporation shall keep as permanent records minutes of all meetings of its board of directors, a record of all actions taken by the board of directors without a meeting, a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the Corporation, and a record of all waivers of notices of meetings of the board of directors or any committee of the board of directors.

2. The Corporation shall maintain appropriate accounting records.

3. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

4. The Corporation shall keep a copy of each of the following records at its principal office:

- (a) Its Articles of Incorporation;
- (b) Its Bylaws;
- (c) A list of the names and business or home addresses of its current directors and officers;
- (d) A copy of its most recent corporate report delivered to the Colorado Secretary of State; and
- (e) All financial statements prepared for periods ending during the last three (3) years.

ARTICLE XV. AMENDMENT

These Bylaws may be amended by vote of a majority of the directors voting in person or by proxy at a meeting at which a quorum of the directors is present, if notice of the meeting indicated that amendment of the Bylaws would be considered at the meeting and the general substance of the amendment. Any amendment to these Bylaws shall be approved by the Board of Trustees of the Town of Wellington, Colorado.



Board of Trustees Meeting

Date: May 26, 2020
Submitted By: Kelly Houghteling, Interim Town Administrator, Brad March, Town Attorney
Subject: Resolution 18-2020 - Street Closure 4th of July

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

This is the annual request for the temporary street closure for the Fourth of July Parade and Festival.

STAFF RECOMMENDATION

To approve resolution 18-2020 - Street Closure for the Fourth of July.

ATTACHMENTS

1. RESOLUTION street closure 4th of July

RESOLUTION 18-2020

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF PORTIONS OF STATE HIGHWAY 1/CLEVELAND AVENUE, FIRST STREET, SECOND STREET, THIRD STREET, FOURTH STREET, FIFTH STREET, SIXTH STREET AND HARRISON AVENUE WITHIN THE TOWN OF WELLINGTON DURING THE ANNUAL "FOURTH OF JULY PARADE AND FESTIVAL" ON JULY 4, 2020

WHEREAS, the Wellington Community Activities Commission is conducting the Fourth of July Parade and Festival for the residents of the Town of Wellington; and

WHEREAS, it is necessary to temporarily close a portion of State Highway 1 and Cleveland Avenue within the Town of Wellington to traffic on July 4, 2020 for the Fourth of July Parade and Festival; and

WHEREAS, it is necessary to temporarily close portions of local residential streets within the Town of Wellington to traffic on July 4, 2020 for the Fourth of July Parade and Festival; and

WHEREAS, it is necessary to temporarily close a portion of Sixth Street within the Town of Wellington to traffic on July 4, 2020 for the Fourth of July Fireworks; and

WHEREAS, said temporary closures are permitted by C.R.S. 42-4-109 and Section 23-9 of the Model Traffic Code

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

Section 1. The following streets are to be closed to automobile traffic, except for residents and/or business owners of these streets at the time specified; and State Highway 1 from the Y (intersection of CR 9 and Hwy 1) - North to First Street and Cleveland Avenue from First Street to Fifth Street from 8:00 am to 12:00 pm.; and Fifth Street South from Cleveland Avenue to Roosevelt Avenue from 8:00 a.m. to 12:00 p.m.; and First Street from Cleveland Avenue to Kennedy Avenue from 6:00 a.m. to 12:00 p.m.; and Third Street, Fourth Street, from Cleveland Avenue to 1 1/2 block north of Harrison Avenue from 8:00 a.m. to 5:00 p.m.; and Harrison Avenue from Second Street to Fifth Street from 8:00 a.m. to 5:00 p.m.; and Sixth Street from Grant Avenue to Wilson Avenue from 8:00 p.m. to 11:00 p.m.;

Section 2. State Highway 1 and Cleveland Avenue traffic during the time of closure will be rerouted on State Highway 1 at Jefferson Avenue (County Road 62) East to Sixth Street and North to Cleveland Avenue, or Cleveland Avenue at Sixth Street South to Jefferson Avenue and West on Jefferson Avenue to State Highway 1.

INTRODUCED, PASSED AND ADOPTED THE 26th DAY OF MAY, 2020 BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO, AND ORDERED TO BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION.

TROY HAMMAN, MAYOR

ATTEST:

**Kelly Houghteling,
Town Administrator/Clerk**

Treasurer Financial Report – April 2020



TOWN OF
WELLINGTON

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

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

(All figures Unaudited)	4/30/2020	12/31/2020	4/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	324,763	3,609,779	1,280,849	35%
Licenses and Permits	53,071	501,560	232,021	46%
Intergovernmental	353	3,690	1,242	34%
Charges for Services	8,558	101,927	28,701	28%
Fines and Forfeitures	219	11,719	2,996	26%
Earnings and Investments	5,412	179,161	32,940	18%
Miscellaneous	107	14,695	6,385	43%
Total Revenue	392,483	4,422,531	1,585,135	36%
Transfers In				
General Fund	201,764	2,421,173	807,058	33%
Total Transfers In	201,764	2,421,173	807,058	33%
Expenditures				
Current:				
General Government	177,433	2,535,579	741,475	29%
Public Safety	9,881	1,466,817	41,119	3%
Public Works	129,041	1,514,049	371,447	25%
Parks and Recreation	294	90,910	32,573	36%
Economic Development	38,242	261,910	91,253	35%
Library	25,213	203,340	70,814	35%
Capital Outlay	53,359	1,541,000	332,930	22%
Total Expenditures	433,464	7,613,605	1,681,611	22%
Excess of Revenue over				
Expenditures	160,783	(769,901)	710,581	
Fund Balance at Beg (Estimated)	5,551,060	5,551,060	5,551,060	
Fund Balance at End (Estimated)	5,711,843	4,781,159	6,261,641	131%

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

(All figures Unaudited)	4/30/2020	12/31/2020	4/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	157,455	1,977,305	517,893	26%
Licenses and Permits	9,900	1,800	26,600	1478%
Earnings and Investments	1,592	21,906	8,935	41%
Miscellaneous	-	2,000	220	11%
Total Revenue	168,946	2,003,011	553,648	28%
Expenditures				
Current:				
Public Works	40,897	337,842	81,426	24%
Capital Outlay	-	1,064,189	9,554	1%
Total Expenditures	40,897	1,402,031	90,981	6%
Transfers Out				
Transfer to General Fund	42,245	506,938	168,979	33%
Total Transfers Out	42,245	506,938	168,979	33%
Excess of Revenue over				
Expenditures	85,805	94,042	293,688	
Fund Balance at Beg (Estimated)	1,445,059	1,445,059	1,445,059	
Fund Balance at End (Estimated)	1,530,864	1,539,101	1,738,747	113%

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

(All figures Unaudited)

	4/30/2020 ACTUAL	12/31/2020 BUDGET	4/30/2020 YTD	YTD % Change
Revenues				
Taxes and Impact Fees	117,570	1,337,037	472,981	35%
Charges for Services	3,959	109,599	24,984	23%
Earnings and Investments	1,976	35,000	10,929	31%
Miscellaneous	-	-	-	0%
Total Revenue	123,505	1,481,636	508,894	34%
Transfers In				
Conservation Trust	-	200,000	-	0%
Total Transfers In	-	200,000	-	0%
Expenditures				
Current:				
Parks and Recreation	52,734	1,014,679	278,379	27%
Capital Outlay	-	333,000	32,210	10%
Debt Service:				
Principal	19,721	225,881	78,394	35%
Interest	2,734	43,579	11,426	26%
Total Expenditures	75,189	1,617,139	400,409	25%
Transfers Out				
Transfer to General Fund	27,847	334,162	111,387	33%
Total Transfers Out	27,847	334,162	111,387	33%
Excess of Revenue over Expenditures	20,469	(269,665)	(2,903)	
Fund Balance at Beg (Estimated)	2,484,872	2,484,872	2,484,872	
Fund Balance at End (Estimated)	2,505,341	2,215,207	2,481,969	112%

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

(All figures Unaudited)		4/30/2020	12/31/2020	4/30/2020	YTD
		ACTUAL	BUDGET	YTD	% Change
Revenues					
Intergovernmental	-	92,000	24,272	26%	
Earnings and Investments	552	9,500	3,099	33%	
Total Revenue	552	101,500	27,370	27%	
Transfers Out					
Transfer to Park Fund	-	-	-	0%	
Total Transfers Out	-	-	-	0%	
Excess of Revenue over					
Expenditures	552	101,500	27,370		
Fund Balance at Beg (Estimated)	479,190	479,190	479,190		
Fund Balance at End (Estimated)	479,742	580,690	506,561	87%	

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

(All figures Unaudited)				
	4/30/2020	12/31/2020	4/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	148,652	2,097,382	539,407	26%
Miscellaneous	-	-	-	0%
Total Operating Revenue	148,652	2,097,382	539,407	26%
Operating Expenses				
Administrative	75,723	908,674	302,891	33%
Operating	81,938	2,226,170	246,951	11%
Depreciation	-	-	-	0%
Total Operating Expenses	157,661	3,134,844	549,842	18%
Operating Income (Loss)	(9,009)	(1,037,462)	(10,435)	1%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	13,848	85,593	51,560	60%
Earnings on Investments	16,109	371,046	68,478	18%
Interest Expense	(3,464)	(480,306)	(39,348)	8%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	12,645	(109,260)	29,129	-27%
Income (Loss) Before Transfers & Contributions	3,636	(1,146,722)	18,695	
Capital Contributions	294,748	4,466,601	1,873,104	42%
Changes in Net Position	298,384	3,319,879	1,891,799	57%
Net Position Beg (Estimated)	35,744,566	35,744,566	35,744,566	100%
Net Position End (Estimated)	36,042,950	39,064,445	37,636,365	96%
Fund Balance Beg (Estimated)*	18,032,137	18,032,137	18,032,137	
Change**	144,698	(2,615,922)	1,073,726	
Fund Balance End (Estimated)	18,176,835	15,416,215	19,105,863	

*Fund Balance is broken out into two categories:

Tap Fees \$7,875,998

Raw Water Fees \$10,156,139

**Adds in non cash items and loan principal payments

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

(All figures Unaudited)				
	4/30/2020	12/31/2020	4/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	119,515	1,327,389	459,920	35%
Total Operating Revenue	119,515	1,327,389	459,920	35%
Operating Expenses				
Administrative	46,110	553,319	184,440	33%
Operating	80,021	783,772	220,232	28%
Depreciation	-	-	-	0%
Total Operating Expenses	126,131	1,337,091	404,672	30%
Operating Income (Loss)	(6,616)	(9,702)	55,248	-569%
Non - Operating Revenues (Expenses)				
Earnings on Investments	8,616	163,386	70,287	43%
Interest Expense	-	(133,521)	(8,905)	7%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	8,616	29,865	61,382	206%
Income (Loss) Before Transfers & Contributions	2,000	20,163	116,630	
Capital Contributions	135,000	1,944,000	720,000	37%
Changes in Net Position	137,000	1,964,163	836,630	43%
Net Position Beg (Estimated)	21,901,894	21,901,894	21,901,894	100%
Net Position End (Estimated)	22,038,894	23,866,057	22,738,524	95%
Fund Balance Beg (Estimated)	10,057,413	10,057,413	10,057,413	
Change*	134,348	224,008	661,532	
Fund Balance End (Estimated)	10,191,761	10,281,421	10,718,945	

*Adds in non cash items and loan principal payments

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

(All figures Unaudited)	4/30/2020	12/31/2020	4/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	51,209	589,002	200,514	34%
Total Operating Revenue	51,209	589,002	200,514	34%
Operating Expenses				
Administrative	9,840	118,080	39,360	33%
Operating	752	275,708	4,706	2%
Depreciation	-	-	-	0%
Total Operating Expenses	10,592	393,788	44,066	11%
Operating Income (Loss)	40,617	195,214	156,448	80%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	18,143	97,286	91,125	94%
Earnings on Investments	870	20,558	4,885	24%
Total Non-Operating Revenues (Expenses)	19,013	117,844	96,010	81%
Income (Loss) Before Transfers & Contributions	59,630	313,058	252,458	
Capital Contributions	-	-	-	0%
Changes in Net Position	59,630	313,058	252,458	81%
Net Position Beg (Estimated)	3,913,099	3,913,099	3,913,099	100%
Net Position End (Estimated)	3,972,729	4,226,157	4,165,557	99%
Fund Balance Beg (Estimated)	1,026,448	1,026,448	1,026,448	
Change*	59,630	(303,241)	93,681	
Fund Balance End (Estimated)	1,086,078	723,207	1,120,129	

*Adds in non cash items and loan principal payments

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

(All figures Unaudited)

	4/30/2020 ACTUAL	12/31/2020 BUDGET	4/30/2020 YTD	YTD % Change
Transfers				
Transfers In	198,520	23,050,813	756,614	3%
Total Transfers In	198,520	23,050,813	756,614	3%
Capital Projects				
Down Town Master Plan	-	75,000	-	0%
Property Acquisition	-	350,000	266,562	76%
Comprehensive Plan/Land Use Update	-	150,000	13,010	9%
Town Hall Space Needs Assessment	1,387	770,000	1,387	0%
Economic Development Study	-	80,000	-	0%
Recreation Center feasibility study	-	50,000	-	0%
Old Town Street Repairs	-	449,440	-	0%
Newer Subdivison Seal Coat	-	67,416	-	0%
I-25 Interchange at Cleveland 30% Design	-	333,333	-	0%
Pavement Study	-	40,000	-	0%
Water Plant Expansion Construction and Construction Management	-	13,730,780	51,329	0%
Emergency Power for Main Water Treatment Plant	-	212,000	-	0%
Tank Coating	-	20,000	-	0%
Redundancy for Pumps to Water Tower Storage	-	50,000	-	0%
Wilson Well Improvements	117,352	480,000	242,391	50%
Bulk Water Dispenser	-	60,000	-	0%
3 Chemical Chlorine Dioxide	-	160,000	-	0%
Improved Carbon Feed System	-	70,000	-	0%
Fire Hydrant Replacement	-	60,000	-	0%
Distribution System Master Plan	-	125,000	-	0%
Buffalo Creek Booster Station Upgrade	-	40,000	-	0%
Distribution System Rehabilitation Project	3,051	200,000	5,722	3%
Nano Plant Expansion	-	47,513	-	0%
Back-Up MGD Pump	-	60,000	-	0%
Bulk NaOH and Antiscalant	-	30,000	-	0%
Clearwell HS Pump Upgrage	-	25,000	-	0%
Water Source Development	-	3,046,126	5,580	0%
WWTP Pumps	-	16,674	21,063	126%
Clarifier Rehabilitaion Project	-	523,062	3,252	1%
WWTP Driveway Paving	-	135,000	-	0%
WWTP Masterplan	-	185,000	-	0%
WWTP Shed at Effluent Outfall	-	8,000	-	0%
WWTP Clarifier 3&4 rehabilitation project	-	110,000	-	0%
Manhole Rehab	2,652	80,000	3,668	5%
WWTP Clarifier Repairs (Tobrow)	-	36,000	-	0%
Lift Station - Safety Upgrade	-	30,000	-	0%
WWTP Blower/Digester Project	-	63,500	-	0%
Old Town Street Rehab	-	56,180	-	0%
Storm Drain & Pan Replacements	-	30,000	-	0%
Master Storm Water Plan	-	127,200	11,661	9%
Parks Master Plan Update	-	40,000	-	0%
Trail Easement acquisition	-	50,000	-	0%
Phase 1 Trail Construction Cleveland to Washington	-	40,000	-	0%
WCP Ballfield Covers	-	40,000	-	0%
Parks - NPIC Lateral Improvements at BNSF Crossing	-	34,000	22,656	67%
Pedestrian Access over Windsor Ditch	-	80,000	-	0%
Equipment Shed at Wellington Community Park	-	14,000	-	0%
Pave Existing Trails	-	20,000	-	0%
Town Automobile	51,972	60,000	51,972	87%
Vehicle Replacement	-	60,000	28,663	48%
Pot Hole Machine	-	50,000	-	0%

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

(All figures Unaudited)

	4/30/2020 ACTUAL	12/31/2020 BUDGET	4/30/2020 YTD	YTD % Change
Membranes for Nano	-	56,589	27,698	49%
1000 Gallon Pressure Tank	-	15,000	-	0%
Backup Generator - Lift Station	-	135,000	-	0%
EV Charging Station	-	15,000	-	0%
Midrange Dump Truck	-	159,000	-	0%
Total Capital Expenses	176,413	23,050,813	756,614	3%
Changes in Net Position	-	-	-	0%
Fund Balance End (Estimated)	-	-	-	0%

Town of Wellington
Checks Paid
04-15-20 to 05-15-20

Check Issue Date	Payee	Description	Amount
4/15/2020	ALLSTATE	PAYMENT ERROR CORRECTION	505.71
4/15/2020	CENTURYLINK	Internet Expense	212.73
4/15/2020	HealthEZ	Health Insurance Premiums	35,343.65
4/15/2020	HEALTHIEST YOU	APRIL INSURANCE PREMIUM	560.00
4/15/2020	Jive Communications Inc	TELEPHONE	702.28
4/15/2020	PINNACOL ASSURANCE	POLICY 4221077-4TH INSTALLMENT	5,952.00
4/15/2020	POUDRE VALLEY REA	Town Utility Bills	4,759.10
4/15/2020	RISE BROADBAND	Internet for WWTP	208.76
4/15/2020	TDS	Internet at 4006 Hayes Ave	789.55
4/15/2020	XCEL ENERGY	Utilities 8760 Buffalo Creek Pkwy	28,512.02
4/15/2020	BLACK HILLS ENERGY	Utilities	2,998.03
4/16/2020	TDS	Internet at 3749 Harrison	74.95
4/16/2020	XCEL ENERGY	Utilities	42.00
4/22/2020	BASIC BENEFITS LLC	APRIL 2020 MONTHLY COBRA FEE	26.00
4/22/2020	GALLEGOS SANITATION	WWTP TRASH	1,460.00
4/22/2020	RISE BROADBAND	WTP INTERNET	89.38
4/22/2020	TDS	Internet at 4006 Hayes Ave	44.95
4/22/2020	XCEL ENERGY	Tow Utility Bills	9,426.08
4/26/2020	ABC MOBILE STORAGE LLC	COVID 19 Chemical Storage Rental	13,670.00
4/26/2020	ABLAO LAW LLC	2020 MUNICIPAL COURT BLANKET PO	750.00
4/26/2020	BNSF RAILWAY COMPANY	Repair of CR 60 Crossing	14,909.50
4/26/2020	BOBCAT OF THE ROCKIES	Attachment Bar for Brush Hog	1,058.43
4/26/2020	BROWNS HILL ENGINEERING & CONTROLS LLC	Flow Meters Calibration	1,169.10
4/26/2020	BUSINESS CARD FACTORY OF COLORADO	Invoice: 49177; Business cards for Wellington Senior Resource Ctr	41.25
4/26/2020	CINTAS	2020 Blanket PO for WWTP First Aid Restock	83.23
4/26/2020	CINTAS CORPORATION	FINAL INVOICE	24.83
4/26/2020	COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	859.00
4/26/2020	COLORADOAN	9102 Pleper Road Public Hearing for Conditional Use	60.65
4/26/2020	DANA KEPNER	Wilson Wells Town Work	400.00
4/26/2020	DELLENBACH MOTORS	Board Approved Fleet Vehicle	51,972.00
4/26/2020	DPC INDUSTRIES, INC	2020 Blanket PO for WTP Chemicals	1,642.35
4/26/2020	ELWOOD STAFFING SERVICES, INC	Invoice: 2329263 \$ 1424.25 Total; Balrd - \$ 506.25; Yarbrough - \$918.00	2,848.50
4/26/2020	EMPLOYERS COUNCIL SERVICES, INC.	Invoice: 341452 - \$555.00; 2 online courses for Michelle Vance	930.00
4/26/2020	FARNSWORTH GROUP, INC.	Wilson Wells Improvements	1,008.00
4/26/2020	GOVCONNECTION, INC.	UB ADOBE SOFTWARE	852.23
4/26/2020	GOVHR USA, LLC	FINANCE DIRECTOR RECRUITMENT #2	7,708.70
4/26/2020	HARCROS CHEMICALS INC	2020 Blanket PO for WTP Chemicals	17,108.00
4/26/2020	HUMANE SOCIETY	1st QTR 2020 Contract Billing	785.00
4/26/2020	INFOMAPTION INC.	GIS Implementation	2,677.50
4/26/2020	INFUSION ARCHITECTS	TOWN HALL MP	1,386.90
4/26/2020	INTERSTATES CONSTRUCTION SRVCS	Wilson Wells Improvements	73,459.66
4/26/2020	JACOBS ENGINEERING C/O BANK OF AMERICA	Viewpointe Lift Stations	34,713.33
4/26/2020	KACY GRAPHICS	BLANKET PO FOR CONTRACT WORK	855.00
4/26/2020	LARIMER COUNTY CLERK&RECORDER	Election equipment Attention: Yolanda Medina	70.00
4/26/2020	LARIMER COUNTY FITD SERVICES	March 2020	1,206.00
4/26/2020	LARIMER COUNTY HEALTH DEPT.	2020 Blanket PO for WTP Sampling	126.00
4/26/2020	LEWAN & ASSOCIATES, INC.	IT PROFESSIONAL SERVICES	380.00
4/26/2020	MOTION INDUSTRIES, INC.	FLOC Gear Box & 2 Couplers	206.14
4/26/2020	PLATINUM CHEMICALS INC	Medical Grade Cleaning Solution & Wipes	2,844.00
4/26/2020	RH WATER & WASTEWATER, INC	WTP Monthly Monitoring	700.00
4/26/2020	SAFEBUILT COLORADO, LLC	March Permit Activity	52,273.92
4/26/2020	STEWART OXYGEN SERVICE	SERVICE AGREEMENT	126.00
4/26/2020	TROPHY CREATIVE LLC	Town Administrative Staff Apparel	1,882.76
4/26/2020	WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	2020 Blanket for Water Testing	260.00
4/26/2020	ZOLL MEDICAL CORPORATION	Portable AED for WWTP	10,610.96
4/26/2020	Check on Demand	DJ RENTALS AND PARTS	8,625.00
4/26/2020	Check on Demand	JOANN SCHNEIDER	268.75
4/26/2020	Check on Demand	KAREN K. ZIEGLER	25.00
4/26/2020	Check on Demand	KATHRYN M. WYDALLIS	306.25
4/26/2020	Check on Demand	KERRY RENEE HEATH	75.00
4/26/2020	Check on Demand	LINDA J. IRWIN	200.00
4/26/2020	Check on Demand	MARY N. NOVOTNY	275.00
4/26/2020	Check on Demand	MONNICA R. LONG THIEL	25.00
4/26/2020	Utility Management	BLAKE, KEVIN/CHRISTINA	58.30
4/26/2020	Utility Management	BRAD VANT HOF & CAMELA VAN VUGT	65.75
4/26/2020	Utility Management	BROWN, JIM & DIANA	19.58
4/26/2020	Utility Management	CARROLL, JAMES/KERRI	141.31

4/26/2020	Utility Management	CB SIGNATURE HOMES LLC	57.07
4/26/2020	Utility Management	CB SIGNATURE HOMES LLC	15.79
4/26/2020	Utility Management	CB SIGNATURE HOMES LLC	8.40
4/26/2020	Utility Management	CHARTIER, MICAH/LEAH	9.95
4/26/2020	Utility Management	CHERYL VON KAENEL	13.64
4/26/2020	Utility Management	CHRISTINA STRETCH	66.30
4/26/2020	Utility Management	COLTON/CAROLYN ASHTON	235.24
4/26/2020	Utility Management	DELRESE & JOHN SUTULA	81.35
4/26/2020	Utility Management	DR HORTON	350.00
4/26/2020	Utility Management	DR HORTON	250.00
4/26/2020	Utility Management	DR HORTON	204.14
4/26/2020	Utility Management	DR HORTON	200.31
4/26/2020	Utility Management	DR HORTON	250.00
4/26/2020	Utility Management	DR HORTON	70.00
4/26/2020	Utility Management	DR HORTON	68.00
4/26/2020	Utility Management	DR HORTON	69.18
4/26/2020	Utility Management	DR HORTON	70.18
4/26/2020	Utility Management	DR HORTON	71.27
4/26/2020	Utility Management	EASTERLING, TYLER	157.55
4/26/2020	Utility Management	FARNESE, JOSIAH/SHANTELE	152.93
4/26/2020	Utility Management	FRENKEL, DANIEL	62.00
4/26/2020	Utility Management	GALLAGHER, KEVIN	24.09
4/26/2020	Utility Management	GATEWAY HOMES OF COLORADO	74.36
4/26/2020	Utility Management	GATEWAY HOMES OF COLORADO	12.40
4/26/2020	Utility Management	GRIFFEN, MICHAEL	60.05
4/26/2020	Utility Management	HARTFORD CONSTRUCTION LLC	61.53
4/26/2020	Utility Management	HARTFORD CONSTRUCTION LLC	79.85
4/26/2020	Utility Management	HARTFORD CONSTRUCTION LLC	74.11
4/26/2020	Utility Management	HARTFORD CONSTRUCTION LLC	71.84
4/26/2020	Utility Management	HARTFORD CONSTRUCTION LLC	73.36
4/26/2020	Utility Management	HARTFORD CONSTRUCTION LLC	73.01
4/26/2020	Utility Management	HARTFORD CONSTRUCTION LLC	71.00
4/26/2020	Utility Management	HARTFORD CONSTRUCTION LLC	13.94
4/26/2020	Utility Management	HETTINGER, DALE/NICOLE	80.34
4/26/2020	Utility Management	HURD, KRISTIN/SAM	19.82
4/26/2020	Utility Management	JESSICA ACRESON	63.76
4/26/2020	Utility Management	JONES, ANNA, ERIC	89.05
4/26/2020	Utility Management	KIM DAHLEEN	10.05
4/26/2020	Utility Management	KINNEY III, ROBERT	84.88
4/26/2020	Utility Management	KOENIG, JENNIFER	67.17
4/26/2020	Utility Management	LOCKE, SHAWN/RACHEL	44.89
4/26/2020	Utility Management	MICHELLE & ANTHONY FERRIS	137.43
4/26/2020	Utility Management	OWEN, SUSAN	98.13
4/26/2020	Utility Management	RISTAU, CHARLIE	85.76
4/26/2020	Utility Management	SAGE HOMES LLC	66.27
4/26/2020	Utility Management	SAGE HOMES LLC	54.07
4/26/2020	Utility Management	SAGE HOMES LLC	62.16
4/26/2020	Utility Management	SAGE HOMES LLC	79.49
4/26/2020	Utility Management	VOSS, LISA	70.53
4/26/2020	Utility Management	YURI RAMZAN & OSAMA SAWALHA	92.13
4/27/2020	PITNEY BOWES INC.	METER REFILL	807.92
4/28/2020	COLORADO STATE TREASURER	1st Qtr SUTA	1,464.07
4/28/2020	FIRST NATIONAL BANK	March Loan Payment	22,454.99
4/30/2020	COLORADO STATE TREASURER	1st Qtr SUTA	450.90
4/30/2020	US BANK, N.A. ATTN TFM REF 14878100	CWR&PDA Loan Payment - D01F116	36,747.29
5/1/2020	FIRST NATIONAL BANK	Park Loan Payment	22,454.99
5/5/2020	ALLSTATE	APRIL PREMIUMS	431.01
5/5/2020	CENTURYLINK	970-568-3021 261	212.37
5/5/2020	GUARDIAN	MAY INSURANCE PREMIUM	4,823.64
5/6/2020	PINNACOL ASSURANCE	POLICY 4221077-5TH INSTALLMENT	6,452.00
5/6/2020	RISE BROADBAND	Internet for WWTP	119.38
5/6/2020	TDS	Internet Leaper Center	409.80
5/6/2020	XCEL ENERGY	3705 Ronald Reagan Ave	34.18
5/6/2020	POUDRE VALLEY REA	Town Utility Bills	4,107.52
5/6/2020	XCEL ENERGY	8130 3rd Street	14,313.18
5/7/2020	FIRST NATIONAL BANK OMAHA	P Card Payment	20,139.00
5/7/2020	XCEL ENERGY	4000 WILSON AVE	39.05
5/10/2020	BERKADIA G	LOAN INTEREST	2,600.00
5/10/2020	BUFFALO CREEK SUBDIVISION AT WELLINGTON	Buffalo Creek Irrigation Bill	173.02
5/10/2020	COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	1,752.00
5/10/2020	COLORADO DEPARTMENT OF HEALTH	Annual Biosolids Fee WWTP Permit CO 0046451	118.80
5/10/2020	DPC INDUSTRIES, INC	2020 Blanket PO for WWTP Chemicals	1,837.50

5/10/2020	ELWOOD STAFFING SERVICES, INC	Invoice: 2329502 Baird - \$506.25; Yarbrough - \$826.20	1,332.45
5/10/2020	EVOQUA WATER TECHNOLOGIES LLC	2020 Blanket PO for WTP Chemicals	21,196.50
5/10/2020	HACH CO.	Flow Monitoring of Sewer System	21,840.00
5/10/2020	LEWAN & ASSOCIATES, INC.	4/13/20 OFFICE 365 MIGRATION-CONTRACTED	4,615.00
5/10/2020	LOGAN SIMPSON DESIGN INC	Professional Services for 2/15/2020-3/13/2020	10,446.58
5/10/2020	PHONE COMPUNET INC.	CHANGE EXT FROM PETE TO VALERIE	120.00
5/10/2020	PITNEY BOWES INC.	add postage on meter	320.99
5/10/2020	QUALITY WELL AND PUMP, LLC	Wilson Well Pump Installation	16,954.51
5/10/2020	Quantum Pump and Controls LLC	Wilson Wells Piping	31,084.11
5/10/2020	ROCKY MOUNTAIN MICROSCOPE CORP	WTP Trinocular Microscope	4,600.00
5/10/2020	THE CHEER & DANCE CONNECTION, INC.	Blanket PO-Dance Classes	166.40
5/10/2020	WAGNER RENTS	Damage Claim for Equipment Rental for Wilson Wells	3,794.19
5/10/2020	WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	2020 Blanket for Water Testing	244.00
5/10/2020	Check on Demand	ASHLEY LUTTRELL	160.00
5/10/2020	Check on Demand	CHANTEL EDDY	160.00
5/10/2020	Check on Demand	MERIDIAN TRUST FCU ATTN: ACCOUNTING	89,450.00
5/10/2020	Check on Demand	ZACH HOFFMAN	1,561.05
5/12/2020	BLACK HILLS ENERGY	Utilities	1,622.88
5/12/2020	Jive Communications Inc	TELEPHONE	702.28
5/13/2020	XCEL ENERGY	Utility Bills	749.77
Total			760,873.16

Town of Wellington
P Card Purchases
03/13/2020 to 04/13/2020

Date	Description	Amount	Vendor
04/14/2020	PURELL-COVID 19	292.90	AMAZON.COM*QJ6QL3ZQ3
04/14/2020	ALCOHOL	19.49	USA BLUE BOOK
04/14/2020	WORK SAFETY GLOVES	23.99	BOMGAARS #69 WELLINGTO
04/14/2020	KID'S BOOKS - GRANT	183.55	GARETHSTEVE
04/14/2020	PRINTER INK CARTRIDGE	71.78	AMAZON.COM*XG6CJ5GL3
04/14/2020	LABEL TAPE AND TOTALIZER	721.85	USA BLUE BOOK
04/14/2020	WWTP UNIFORM SERVICE	187.80	LOVELAND STEAM LAUNDRY
04/14/2020	BUNNY COSTUME PARTIAL REFUND	(27.50)	THE LIFE OF THE PARTY
04/14/2020	GLIDE APPLICATION FOR SOCIAL ENGAGEMENT.	29.00	GLIDEAPPS.COM
04/13/2020	BATTERIES FOR WTP	9.99	AMAZON.COM*548X16AL3 A
04/13/2020	TOLL TRAVEL BILL FOR SAMPLE DROP OFF	31.25	NORTHWEST PARKWAY LLC
04/13/2020	FLUORIDE SAMPLE POSTAGE	7.50	USPS PO 0795220339
04/10/2020	COVID 19 - VACCUM BAGS TO MAKE FILTERS FOR MASKS FOR PW STAFF	43.90	AMZN MKTP US*Q68NX86E3
04/10/2020	CHILDREN'S BOOKS (GRANT)	516.09	THE PENWORTHY COMPANY
04/10/2020	STREETS SHOP SUPPLIES	22.98	BOMGAARS #69 WELLINGTO
04/10/2020	LUNCH FOR JUDGES	27.60	SUBWAY 00196329
04/10/2020	COVID 19 - TONER FOR DJ'S PERSONAL PRINTER TO WORK REMOTE	65.54	AMAZON.COM*1B2LA37M3
04/09/2020	ANNUAL PANT ALLOWANCE	315.00	PP*FCEMBROIDER
04/09/2020	DINNER FOR JUDGES	14.67	PIZZA PALACE
04/09/2020	TOILET REPAIR AT SENIOR CENTER	13.99	BOMGAARS #69 WELLINGTO
04/09/2020	TOILET REPAIR AT SENIOR CENTER	21.98	BOMGAARS #69 WELLINGTO
04/09/2020	LOCK REPAIR FOR SENIOR CENTER OFFICE DOOR	150.00	F & C DOOR CHECK & LOC
04/09/2020	TH PENS	14.39	AMZN MKTP US*6W6027ME3
04/09/2020	TH TAPE	10.83	EON OFFICE PRODUCTS
04/08/2020	STAPLER-CARMEN	6.99	AMAZON.COM*WE20K6C83 A
04/08/2020	TH BLUE PENS	13.99	AMAZON.COM*UHOFU5R33
04/08/2020	P100 FILTERS	139.00	A-Z SAFETY SUPPLY INC
04/08/2020	TONER FOR WTP PRINTER	44.64	AMAZON.COM*LF6NE6WN3
04/08/2020	FINAL PAYMENT FOR BALLOT & MAILING	372.22	BUSINESS CARD FACTORY
04/08/2020	GREASE	430.57	TEAM PETROLEUM
04/07/2020	UNIFORM PANTS	322.48	AMAZON.COM*0158936G3
04/07/2020	PRINTER INK	34.89	AMZN MKTP US*GR94S7KZ3
04/07/2020	TIMER	11.96	AMZN MKTP US*TJ7QH7TD3
04/07/2020	SDS SIGNS AND BINDERS	127.19	AMZN MKTP US*NE32B2ZK3
04/07/2020	COVID-19KEYBOARD FOR LAPTOP FOR REMOTE WORK	121.00	GOVCNCTN
04/07/2020	WWTP TESTING	242.00	COLORADO ANALYTICAL
04/07/2020	COVID 19 - REUSABLE MASKS FOR PW STAFF	277.52	PAYPAL *ETSY
04/07/2020	SOFTWARE	12.50	MSFT * E0100AMZ5Q
04/07/2020	SOFTWARE	94.82	MSFT * E0100ANF89
04/07/2020	SOFTWARE	52.99	ADOBE CREATIVE CLOUD
04/06/2020	GLACIER ROCK FOR CEMETARY	198.40	IN *HAGEMAN EARTH CYCL
04/06/2020	GLACIER ROCK FOR CEMETARY	205.53	IN *HAGEMAN EARTH CYCL
04/06/2020	SMALL HAND TOOL REPLACEMENT BATTERIES & CHARGER	249.96	BOMGAARS #69 WELLINGTO
04/06/2020	FLOCC MOTOR, TUBING, CHEMICAL PUMP	978.76	USA BLUE BOOK
04/06/2020	COVID 19 - PRINTER INK FOR PERSONAL PRINTER USE FOR REMOTE WORK	53.95	AMZN MKTP US*GS4152O63
04/06/2020	SPLIT - FLEET VEHICLE STREETS GPS & DIAGNOSTIC MONITORING (25%)	108.96	BOMGAARS #69 WELLINGTO
04/06/2020	SPLIT - FLEET VEHICLE WTP GPS & DIAGNOSTIC MONITORING (25%)	108.96	BOMGAARS #69 WELLINGTO
04/06/2020	SPLIT - FLEET VEHICLE WWTP GPS & DIAGNOSTIC MONITORING (25%)	108.96	BOMGAARS #69 WELLINGTO
04/06/2020	SPLIT - FLEET VEHICLE PARKS GPS & DIAGNOSTIC MONITORING (25%)	108.97	BOMGAARS #69 WELLINGTO
04/03/2020	TREASURER REPORT	218.00	NORTH FORTY NEWS LLC
04/03/2020	INSTRUMENT DETERGENT	132.77	AAAWHOLESAL
04/03/2020	CARMEN'S PRINTER-COVID 19	63.66	STAPLES DIRECT
04/03/2020	TYLER'S PRINTER-COVID 19	79.99	STAPLES DIRECT
04/03/2020	STREETS SHOP SUPPLIES	36.15	BOMGAARS #69 WELLINGTO
04/03/2020	STREETS FLEET TRAILER PARTS FOR REPAIR	58.96	BOMGAARS #69 WELLINGTO
04/03/2020	BOAT COVER	259.00	AMZN MKTP US*4H1ZY8L83
04/03/2020	FLEET VEHICLE LOGO REBRANDING	700.00	PAYPAL *DYNAMICIMAG
04/03/2020	STATE DEMOGRAPHER LUNCHEON REFUND	(25.00)	CREW NC
04/03/2020	UTILITY SERVICES COORDINATOR SEARCH FEES	151.27	INDEED
04/02/2020	BOLTS FOR STORM GRATE AT VIEWPOINTE PARK	1.01	BOMGAARS #69 WELLINGTO
04/02/2020	CARMEN'S INK-COVID 19	53.31	STAPLES DIRECT
04/02/2020	TYLERS INK-COVID 19	66.98	STAPLES DIRECT
04/02/2020	NEW BANNERS	145.00	PAYPAL *DYNAMICIMAG
04/02/2020	STRENGTH TRAINING AND YOGA INSTRUCTOR FEES.	640.00	WAV*FROM THE HEART
04/02/2020	FENCE POST R&M FOR WELLINGTO DOWNS PARK	14.71	CEDAR SUPPLY

04/02/2020	PW ADMIN OLD PRINTER SERVICE CONTRACT PAYMENT	617.61	KONICA MINOLTA USA
04/02/2020	SENSOR REPLACEMENT CAP	240.93	HACH COMPANY
04/01/2020	2020 SAFETY SHOES.	200.00	RED WING SHOES #419
04/01/2020	WELDING WIRE & BOLTS FOR WILSON WELL SOUTH DOOR LOCK	19.37	BOMGAARS #69 WELLINGTO
04/01/2020	TEST SUPPLIES	474.99	USA BLUE BOOK
04/01/2020	GLOVES-COVID 19	14.81	AMAZON.COM*1H4H67DU3
04/01/2020	POSTHOLE DIGGER TOOL	29.99	BOMGAARS #69 WELLINGTO
04/01/2020	REFUND	(10.32)	ZOOM.US
04/01/2020	THERMOMETER FOR PW SHOP & PARKS	97.77	PAYPAL *CSPUHLER EBAY
04/01/2020	MEMORY UPGRADE	139.99	AMZN MKTP US*X35AQ4LM3
03/31/2020	USDOT REGISTRATION	200.00	ON-LINEREGISTRATION
03/31/2020	MONITOR FOR REMOTE WORK	109.99	AMAZON.COM*0J3YI42Q3
03/31/2020	COMPUTER CABLES	10.99	AMZN MKTP US*VL7YZ77J3
03/31/2020	GLOVES	172.00	LOUS GLOVES INC
03/31/2020	POSTAGE/WATER TESTING	3.80	USPS PO 0795220339
03/31/2020	TH ANTIBACTERIAL HAND WIPES-COVID 19	29.40	AMAZON.COM*2T0UV5PL3 A
03/31/2020	TH FOLDERS AND COPY PAPER	105.99	EON OFFICE PRODUCTS
03/31/2020	LATEX GLOVES	232.00	LOUS GLOVES INC
03/30/2020	COVID 19 - CABLE TO ATTACH PC TO MONITOR TO WORK FROM HOME	24.99	AMZN MKTP US*EP2CG1TU3
03/30/2020	WTP GAS	441.18	POLAR GAS INC
03/27/2020	WTP FLEET VEHICLE ALIGNMENT	428.50	A & E TIRE
03/27/2020	PATTY TELEWORKING PRINTER-COVID 19	199.99	STAPLES DIRECT
03/27/2020	TELEWORKING INK AND CRATES-COVID 19	121.95	STAPLES DIRECT
03/27/2020	STRUT CHANNEL FOR STOCK	38.84	GRAINGER
03/27/2020	CORRECTED 1095 PROCESSING	128.02	YEARLI.COM
03/27/2020	CORRECTED 1095 PROCESSING	3.46	YEARLI.COM
03/27/2020	WTP LAB SAMPLING WATER	35.26	DS SERVICES STANDARD C
03/26/2020	BULK BOLTS & FASTENERS FOR WWTP SHOP	20.11	BOMGAARS #69 WELLINGTO
03/26/2020	HR FLASH DRIVES-LORI	34.47	AMAZON.COM*IM75R6NT3
03/26/2020	TYLER'S PORTABLE DESK-COVID 19	68.89	WALMART.COM
03/26/2020	AP 3 HOLE PUNCH	16.64	AMAZON.COM*NA0YJ9SQ3 A
03/26/2020	COCOA DRAG MAT USED FOR YOUTH BALLFIELD MAINTENANCE.	381.64	BEACON ATHLETICS
03/26/2020	RETORQUE OF FLEET VEHICLE WHEELS	165.00	A & E TIRE
03/26/2020	P100 FILTERS	129.57	USA BLUE BOOK
03/26/2020	COVID 19 INK NEEDED TO USE HOME PRINTER TO WORK FROM HOME	64.55	AMAZON.COM*DW20810U3
03/25/2020	WORK PANTS	57.66	AMZN MKTP US*WP54Z5W03
03/25/2020	SHOP SUPPLIES FOR WWTP	21.94	BOMGAARS #69 WELLINGTO
03/25/2020	GFOA MEMBERSHIP RENEWAL	150.00	GOVERNMENT FINANCE OFF
03/25/2020	SAFETY IMPROVEMENT CROSSING STREET SIGNS	785.90	TRAFFIC SIGNS AND SAFE
03/25/2020	STREET SAFETY IMPROVEMENT CROSSING SIGNAGE	785.90	TRAFFIC SIGNS AND SAFE
03/25/2020	STREET SAFETY IMPROVEMENT CROSSING SIGNAGE	785.90	TRAFFIC SIGNS AND SAFE
03/25/2020	STREET SAFETY IMPROVEMENT CROSSING SIGNAGE	785.90	TRAFFIC SIGNS AND SAFE
03/25/2020	STREET SAFETY IMPROVEMENT CROSSING SIGNAGE	785.90	TRAFFIC SIGNS AND SAFE
03/25/2020	BOLTS & FASTENERS FOR SHOP AT WWTP	785.90	TRAFFIC SIGNS AND SAFE
03/24/2020	RAS/WAS WATERLINE PROJECT	16.47	BOMGAARS #69 WELLINGTO
03/24/2020	SCREWDRIVER SET	17.40	GRAINGER
03/24/2020	SCREWDRIVER SET	134.91	BOMGAARS #69 WELLINGTO
03/24/2020	BOOK SUPPLIES	3.98	BOMGAARS #69 WELLINGTO
03/24/2020	SLIDE TERMINAL FOR STREETS FLEET	447.98	DEMCO INC
03/24/2020	TRAINING MANUEL	2.99	NAPA PARTS HEILBRUNS
03/24/2020	EMPLOYEE ONLY SIGNAGE FOR GENERAL BUILDING DOORS	9.32	SCRIBD INC
03/24/2020	WWTP UNIFORM LAUNDRY SERVICE	8.54	AMZN MKTP US*865TR1ED3
03/24/2020	PAPER TOWELS FOR PW SHOP & CDOT SHOP	61.45	LOVELAND STEAM LAUNDRY
03/24/2020	SKATE PARK RAMP REPAIR R&M	175.08	EON OFFICE PRODUCTS
03/24/2020	ANNUAL LEASE OF CYNLINDER FOR PW SHOP EQUIPMENT	416.52	HOMEDEPOT.COM
03/24/2020	OTTERBOX DEFENDER CASE FOR JIM MILLER'S WORK PHONE	270.02	AIRGAS USA, LLC
03/24/2020	STREETS FLEET BRAKE & PARTS CLEANER & COVER	53.90	AMZN MKTP US*I981C81D3
03/24/2020	WELDED PARKS STAINLESS STEEL BRACKET	386.19	MID-AMERICAN RESEARCH
03/23/2020	CMJA CONFERENCE POSTPONED	40.00	DISTINCTIVE WELDING IN
03/23/2020	SPLIT - STREET SHOP TOOLS TO ADHERE STREET SIGNS (58.46%)	(199.00)	SONNENALP RESORT OF VA
03/23/2020	SPLIT - RAIN SUIT FOR PAINTING APPLICATION (41.54%)	37.98	BOMGAARS #69 WELLINGTO
03/23/2020	STORAGE CABINET WITH BINS	26.99	BOMGAARS #69 WELLINGTO
03/23/2020	COVID 19 - ENGINEERING LAPTOP FOR DAVE MYER TO WORK FROM HOME	997.00	GIH*GLOBALINDUSTRIALEQ
03/23/2020	PW BUSINESS PRO VIDEO CONFERENCING MONTHLY FEE	1,799.99	AMAZON.COM*1A1AB6MM3
03/23/2020	PW BUSINESS PRO VIDEO CONFERENCING ADD ON ADMIN MONTHLY FEE	15.99	ZOOM.US
03/23/2020	WIRELESS PAD	15.99	ZOOM.US
03/23/2020	MOUSE	21.99	AMZN MKTP US*3P46N6MI3
03/23/2020	TH SHREDDING	26.99	AMZN MKTP US*6118D1BK3
03/20/2020	REFUND	20.00	IN *SMART DOCUMENT MAN
03/20/2020	PARKS FLEET VEHICLE ANTI FREEZE	(65.00)	GREEN RIDE CO INC
		16.14	NAPA PARTS HEILBRUNS

03/20/2020	FINGER COTS FOR ELECTION-CYNTHIA	7.99	AMZN MKTP US*WG2YF4103
03/20/2020	ELECTION GLOVES-CYNTHIA	15.02	AMAZON.COM*ZE9I39AE3
03/20/2020	SIGN PARTS NEEDED FOR INSTALLATION	70.83	BOMGAARS #69 WELLINGTO
03/20/2020	STREET SIGNS R&M	941.60	NO COLO TRAFFIC CONTRO
03/20/2020	LAPTOP FOR REMOTE WORK	1,351.32	GOVCNCTN
03/20/2020	SKATE RAMP R&M SUPPLIES	23.20	HOMEDPOT.COM
03/20/2020	SKATE RAMP R&M SUPPLIES	239.48	THE HOME DEPOT #1544
03/20/2020	SKATE PARK RAMP REPAIR R&M SUPPLIES	771.24	THE HOME DEPOT #1544
03/20/2020	COVID-19 RELATED EXPENSE FOR ZOOM BOARD MEETINGS	159.95	ZOOM.US
03/20/2020	REFUND WTP ORC TRAVEL FOR FTF INTERVIEW. COVID 19	(65.00)	GREEN RIDE CO INC
03/19/2020	OFFICE SUPPLIES FOR COVID-19 WORKING FROM HOME	67.48	OFFICE DEPOT #2737
03/19/2020	COVID 19 OFFICE EXPENSE FOR DJ'S LAPTOP	139.00	MICROSOFT*STORE
03/19/2020	COVID 19 - RETURN OF TAX FOR SPRAY BOTTLES FOR DISINFECTANT	(1.53)	BOMGAARS #69 WELLINGTO
03/19/2020	COVID 19 - SPRAY BOTTLES FOR DISINFECTANT CONCENTRATE MIX	24.43	BOMGAARS #69 WELLINGTO
03/19/2020	RETURN - PW ADMIN SUPPLIES NOT NEEDED	(88.98)	BOMGAARS #69 WELLINGTO
03/19/2020	PW ADMIN OFFICE SUPPLIES	105.46	BOMGAARS #69 WELLINGTO
03/18/2020	RECORDING ORDINANCES	74.52	NCOURT *COLARIMERCOFEE
03/18/2020	SDS SAFETY SHEET BINDER, STICKERS AND USER GUIDE.	37.93	AMZN MKTP US*EB9OY69L3
03/18/2020	TITLED PW TRUCK FOR JIM; PARKS TRUCK	11.99	CO MOTOR VEH SERV EMV
03/18/2020	GOO GONE & MINERAL SPIRITS FOR PAINT SPILL ON FLEET VEHICLE	34.46	BOMGAARS #69 WELLINGTO
03/17/2020	PLAQUE	86.60	IN *ALL SPORTS TROPHIE
03/17/2020	SHELVING	82.19	THE HOME DEPOT 1544
03/17/2020	EXCHANGE - NEW LOCK FOR INTERIOR TOWN HALL ADMIN DOOR	1.00	BOMGAARS #69 WELLINGTO
03/17/2020	NEW LOCK FOR INTERIOR TOWN HALL ADMIN DOOR	9.99	BOMGAARS #69 WELLINGTO
03/17/2020	TOWN HALL INTERIOR DOOR LOCK REKEY	66.00	F & C DOOR CHECK & LOC
03/17/2020	FILE FOLDERS-CODY/BUILDING & PLANNING	20.98	AMZN MKTP US*LH22W96Y3
03/17/2020	RUBBER BANDS-CYNTHIA	6.01	AMZN MKTP US*IA25M62Z3
03/17/2020	TH AAA BATTERIES	9.99	AMAZON.COM*M79706X73
03/17/2020	MEMO BOOKS-BUILDING AND PLANNING	13.00	AMZN MKTP US*ZLONT9CW3
03/17/2020	CHECK STOCK-FINANCE	54.70	AMAZON.COM*BO4U61K83
03/17/2020	COMPUTER BACKUP	77.72	AMZN MKTP US*BD6A13LA3
03/17/2020	SUPPLIES	22.98	BOMGAARS #69 WELLINGTO
03/17/2020	TRAINING DISTRIBUTION BOOKS	458.28	AWWA.ORG
03/17/2020	COVID 19 - LAPTOP TO ENABLE DJ JONES TO WORK FROM HOME	313.40	AMAZON.COM*FG5XP3N33 A
03/17/2020	WWTP BINDERS FOR SOP'S	45.30	AMZN MKTP US*KD0N51R33
03/17/2020	WWTP BINDERS FOR SOP'S	59.91	AMAZON.COM*ZG5JJ7HM3 A
03/17/2020	DRY ERASE MARKERS FOR WTP PLANNING BOARD	7.38	AMAZON.COM*ZF6TY6B63 A
03/17/2020	MEMORY FOR COMPUTER	145.99	AMZN MKTP US*YQ5A06SU3
03/17/2020	OFFICE SUPPLIES	241.04	AMZN MKTP US*M08L168C3
03/17/2020	SALES TAX CREDIT	(73.93)	GLWD HOT SPRINGS LODGE
03/17/2020	FUNNEL FOR INDUSTRIAL CLEANING SOLUTION	1.49	BOMGAARS #69 WELLINGTO
03/16/2020	MASTER PLAN RAIN GAUGE.	235.00	FORESTRY SUPPLIERS INC
03/16/2020	BRAKE FLUID FOR STREET SWEEPER	6.76	NAPA PARTS HEILBRUNS
03/16/2020	SUPPLIES FOR WILSON WELLHOUSES.	33.00	THE HOME DEPOT #1544
03/16/2020	YOUTH SPORTS CERTIFICATION	100.00	NLT ALLY FOR YTH SPORT
03/16/2020	CLEANING & OFFICE SUPPLIES	37.02	EON OFFICE PRODUCTS
03/16/2020	FLEET VEHICLE OIL FILTER REPLACEMENT	5.78	NAPA PARTS HEILBRUNS
03/16/2020	WEBINAR	50.00	CREW NETWORK
03/16/2020	CLEANING AND OFFICE SUPPLIES	163.59	EON OFFICE PRODUCTS
03/16/2020	CHAINSAW R&M	98.46	MAC EQUIPMENT INC (LOV
03/13/2020	STREETS SHOP SELF DRILL SCREWS	13.98	BOMGAARS #69 WELLINGTO
03/13/2020	TUNE UP PARTS FOR HOTSY	34.23	AMZN MKTP US*1Y8GX8Z93
03/13/2020	GRAVEL BASE FOR WELLHOUSE REHAB	421.20	MMM TAFT SAND & GRAVEL
03/13/2020	CYNTHIA-SECURITY SEALS FOR ELECTIONS	15.99	AMZN MKTP US*CP6LA26L3
03/13/2020	TH HAND SANITIZER-COVID 19	80.34	A-Z SAFETY SUPPLY INC
03/13/2020	BATTERIES & MINI FAN-PATTY/BUILDING DEPT	21.57	AMZN MKTP US*Z58ME64N3
03/13/2020	SPRING 2020 START SMART SOCCER BALLS AND SHIN GUARDS.	394.93	SP * NAYS ONLINE STORE
03/13/2020	REFUND FOR INCORRECT FLUORESCENT BULBS	(15.98)	BOMGAARS #69 WELLINGTO
03/13/2020	FLUORESCENT BULBS	15.98	BOMGAARS #69 WELLINGTO
03/13/2020	FLUORESCENT BULBS	21.98	BOMGAARS #69 WELLINGTO
03/13/2020	2) 1-TB SSD, FIRE PROOF SAFE	561.64	AMAZON.COM*3B8U86PX3
03/13/2020	PW ADMIN OFFICE SUPPLIES	186.98	AMZN MKTP US*OK84357F3

Total

31,755.73



LARIMER COUNTY SHERIFF'S OFFICE

Justin E. Smith, Sheriff

One Agency

One Mission

Public Safety

May 12, 2020

Town of Wellington

Attn: Kelly Houghteling, Interim Town Administrator

PO Box 127

Wellington, Colorado 80549

Dear Ms. Houghteling:

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

During the month of **April 2020**, non-assigned deputies spent a total of **257.18** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **April 2020** there were **14.07** hours worked by Investigations.

During the month of **April 2020** there were **96.0** hours worked by Northern Colorado Drug Task Force.

Of Note: In March deputies in Wellington began investigating an auto theft, residential burglary and a burglary at Ridley's. In April Deputy Zempel received information of a juvenile in possession of a handgun. Through her investigation, information was developed identifying suspects involved in these cases. So far 2 individuals have been charged with their involvement and the investigation is continuing with additional charges expected to be filed against others who were involved.

In April, extra checks by deputies increased significantly in Wellington with the assistance of deputies assigned to the Community Engagement Team as part of the Sheriff's Office response to COVID-19.

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

Thank you,

A handwritten signature in black ink, appearing to be "John Manago", written over a stylized leaf graphic.

Undersheriff John Manago

(970) 498-5104

Attachments

Administration
2501 Midpoint Dr.
Fort Collins, CO 80525
970 498-5100

County Jail
2405 Midpoint Dr.
Fort Collins, CO 80525
970 498-5200

Emergency Services
1303 N. Shields
Fort Collins, CO 80524
970 498-5300



LARIMER COUNTY SHERIFF'S OFFICE

Wellington Calls for Service and Patrol Time Report

(For Non-Wellington Officers)

4/1/2020 to 4/30/2020

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

***Officers excluded from the report data: 9S8, 9Z89, 9E87, 9E5, 9E27, 9E3, 9E2, 9E50, 9E31, 9E7, 9X106

Wellington Time:

Time on Calls and Patrolling (minutes/Hours) - Non-Wellington Units - 4/1/2020 to 4/30/2020

		Total Minutes Hours	Call/Contact Time	Patrol Time
Total	Minutes Hours	15,431.00 257.18	8,129.00 135.48	7,302.00 121.70
March 2020	Minutes Hours	0.00 0.00	0.00 0.00	0.00 0.00
April 2020	Minutes Hours	15,431.00 257.18	8,129.00 135.48	7,302.00 121.70

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

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



Larimer County Sheriff's Office

Investigator Hours by Town\Squad\Officer

Date Range: 4/1/2020 to 4/30/2020

	Total
Total	14.07
Wellington	14.07
LIPE	0.07
L08002	0.00
L15055	0.00
L96023	0.07
LIPR	14.00
L05002	4.00
L05015	3.00
L17029	7.00
L86003	0.00

Wellington Monthly Report

April 2020

Larimer County Sheriff's Office

Christine Harpel
Senior Administrative Assistant

5/8/2020

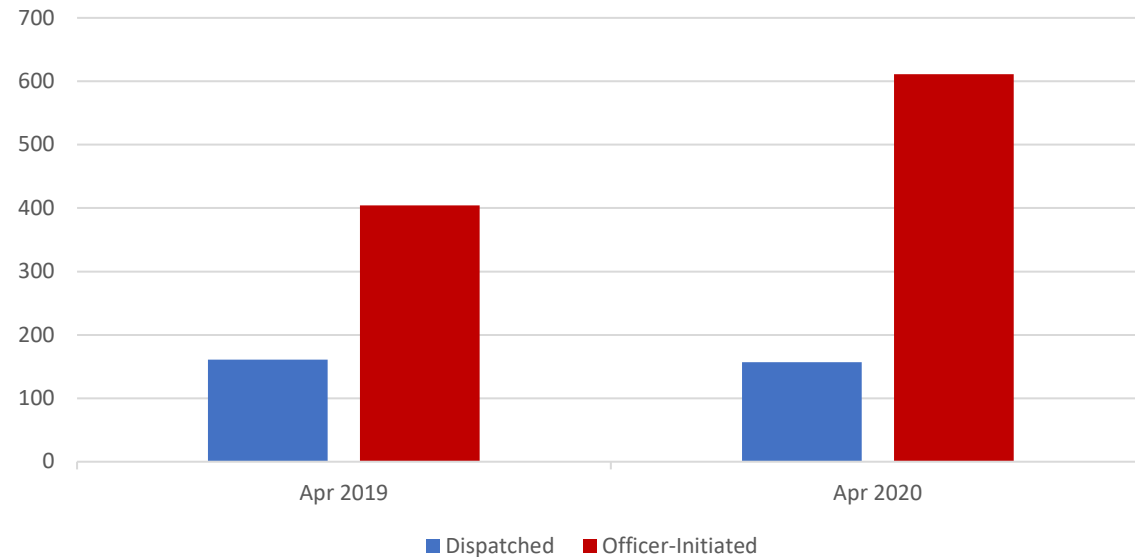
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April 2020 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	157
Officer Initiated	611
Apr 2020 Total	768

Dispatched vs Officer-Initiated Activity



- Dispatched calls were Down 4 or 3% from Apr 2019
- Officer-Initiated Activity was Up 207 or 34% from Apr 2019

	Apr 2019	Apr 2020
Dispatched Calls	161	157
	28%	20%
Officer Initiated	404	611
	72%	80%
Total	565	768

- 20% were Dispatched Calls
- 80% was Officer-Initiated Activity

April 2020 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2017	2018	2019	Avg 17-19	2020	% Change 3-Yr Avg to 2020
Alarm Calls	8	5	7	6.67	4	-40%
Alcohol Calls	0	1	0	0.33	1	200%
Animal Calls	2	9	9	6.67	13	95%
Assault	3	0	5	2.67	3	13%
Assist Other Agency (Fire/Med)	14	10	15	13.00	13	0%
Bar Checks	0	2	0	0.67	0	-100%
Burglary	0	1	1	0.67	1	50%
Child abuse	1	2	2	1.67	0	-100%
Citizen Assist	35	32	16	27.67	15	-46%
Civil	13	16	14	14.33	11	-23%
Criminal Mischief	1	4	2	2.33	2	-14%
Death Investigation	0	0	1	0.33	0	-100%
Disturbance	4	3	4	3.67	7	91%
Drug case	4	4	1	3.00	1	-67%
DUI Arrest	1	0	1	0.67	3	350%
Extra Checks & Business Check	396	140	223	253.00	484	91%
Family Problems	5	13	10	9.33	8	-14%
Follow up	36	52	25	37.67	42	12%
Found property	2	1	2	1.67	2	20%
Fraud	1	2	3	2.00	3	50%
Harassment	5	7	3	5.00	5	0%
Juvenile Problem	7	7	3	5.67	0	-100%
Lost Property	1	0	3	1.33	0	-100%
Missing Person (Child/Adult)	2	3	2	2.33	2	-14%
Motor Vehicle Accident	4	2	5	3.67	3	-18%
Municipal Code Violation	2	5	3	3.33	0	-100%

Call Types N-Z

Call Type	2017	2018	2019	Avg 17-19	2020	% Change 3-Yr Avg to 2020
Neighbor Problems	0	4	0	1.33	3	125%
Noise\Party Complaint	5	1	5	3.67	3	-18%
Pedestrian Contact/Subject St	2	5	4	3.67	5	36%
Private Tow	2	1	1	1.33	1	-25%
REDDI Report	1	1	4	2.00	0	-100%
School Check	29	21	36	28.67	5	-83%
Sex assault	0	0	1	0.33	1	200%
Sex Offender Check	0	0	4	1.33	4	200%
Solicitor	1	0	0	0.33	0	-100%
Suicide	1	0	0	0.33	0	-100%
Suicide Att/Threat	2	5	2	3.00	3	0%
Suspicious Circumstances	18	31	30	26.33	30	14%
Theft	4	9	7	6.67	1	-85%
Traffic Problem	10	10	8	9.33	9	-4%
Traffic Pursuit	0	1	0	0.33	1	200%
Traffic Stop	46	112	75	77.67	46	-41%
Trespass	0	0	2	0.67	3	350%
Vehicle Theft	2	2	0	1.33	1	-25%
Vehicle Trespass	2	3	1	2.00	4	100%
VIN Check	10	9	8	9.00	1	-89%
Warrant Attempt/Arrest	4	4	4	4.00	3	-25%
Weapon Related	1	0	1	0.67	0	-100%
Welfare Check	9	12	5	8.67	10	15%
Unspecified	3	3	7	4.33	11	154%
TOTALS	699	555	565	606.33	768	27%

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

Calls for Service UP 203 or 36% from Apr 2019

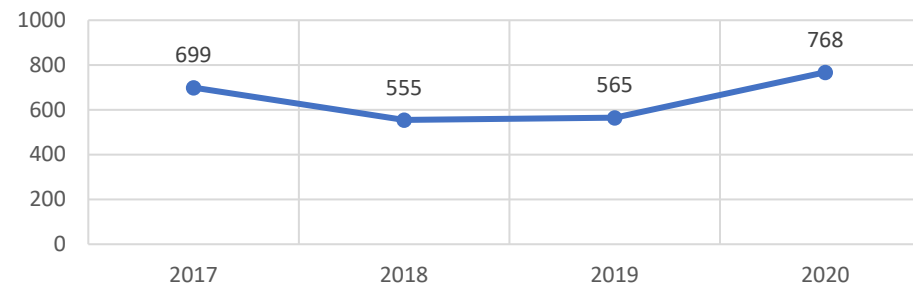
Apr 2020 calls UP 27% from Apr 2017-2019 Average

April 2020 Call Categories

Crime Type Averages / Trends

Property Crimes						Disorder/Other Crimes					
Call Type	2017	2018	2019	Avg 17-19	2020	Call Type	2017	2018	2019	Avg 17-19	2020
Burglary	0	1	1	0.67	1	Alcohol Calls	0	1	0	0.33	1
Theft	4	9	7	6.67	1	Animal Calls	2	9	9	6.67	13
Vehicle Theft	2	2	0	1.33	1	Criminal Mischief	1	4	2	2.33	2
Vehicle Trespass	2	3	1	2.00	4	Disturbance	4	3	4	3.67	7
Property Crimes Totals	8	15	9	10.67	7	Drug case	4	4	1	3.00	1
						Family Problems	5	13	10	9.33	8
Persons Crimes						Harassment	5	7	3	5.00	5
Call Type	2017	2018	2019	Avg 17-19	2020	Juvenile Problem	7	7	3	5.67	0
Assault	3	0	5	2.67	3	Noise\Party Complaint	5	1	5	3.67	3
Missing Person (Child/Adult)	2	3	2	2.33	2	Suspicious Circumstances	18	31	30	26.33	30
Robbery	0	0	0	0	0	Trespass	0	0	2	0.67	3
Sex assault	0	0	1	0.33	1	Disorder Crimes Totals	51	80	69	66.67	73
Weapon Related (menacing,	1	0	1	0.67	0	Red numbers indicate a DECREASE in crime from Apr 2017-2019 Average					
Persons Crimes Totals	6	3	9	6.00	6	Yellow backgrounds indicate an INCREASE in crime from Apr 2017-2019 Average					

April 2017-2020 Totals



April 2020 Traffic

Traffic Citations	4/19	4/20
Traffic Citations Issued	5	2
Traffic Verbal Warnings	44	25
Traffic Written Warnings	4	1

- Citations Down 3 or 60%
- Verbal Warnings Down 19
- Written Warnings Down 3

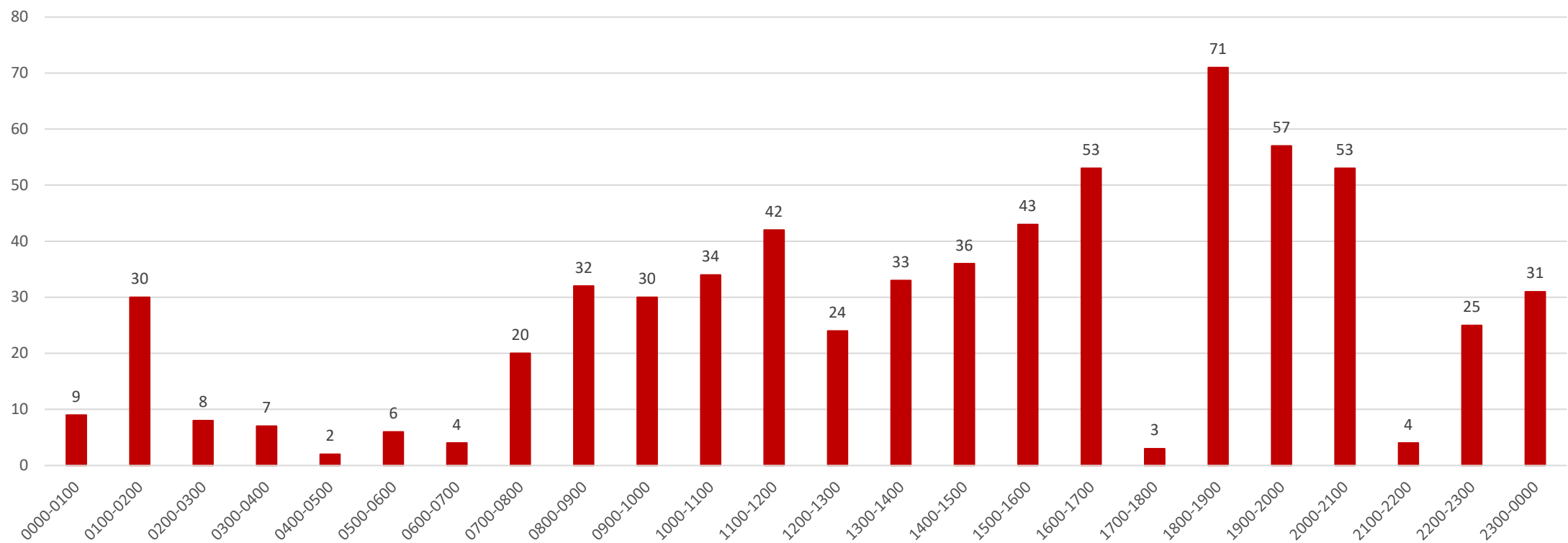
Call Type	4/19	4/20
Traffic Stop	75	46
Motor Vehicle Accident	5	3
DUI Arrest	1	3
Traffic Problem	8	9
REDDI Report	4	0

- Traffic Stops Down 29 or 39%
- MV Accidents Down 2
- DUI Arrests Up 2
- Traffic Problems Up 1 or 13%
- REDDI Reports Down 4

April 2020

Call Totals by Hour

Busiest Hours
1800-1900 (71)
1900-2000 (57)

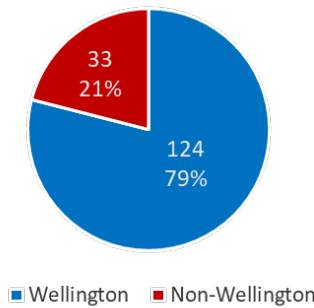


←→ 27 Calls between 0200-0700

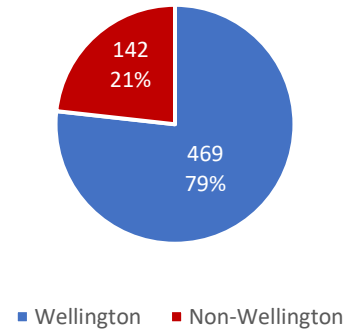
April 2020

Wellington/Non-Wellington Units

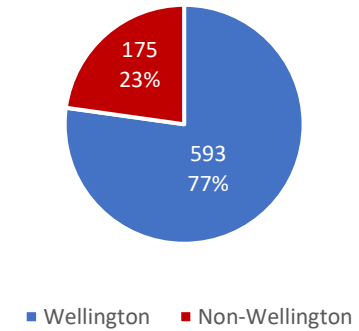
Dispatched



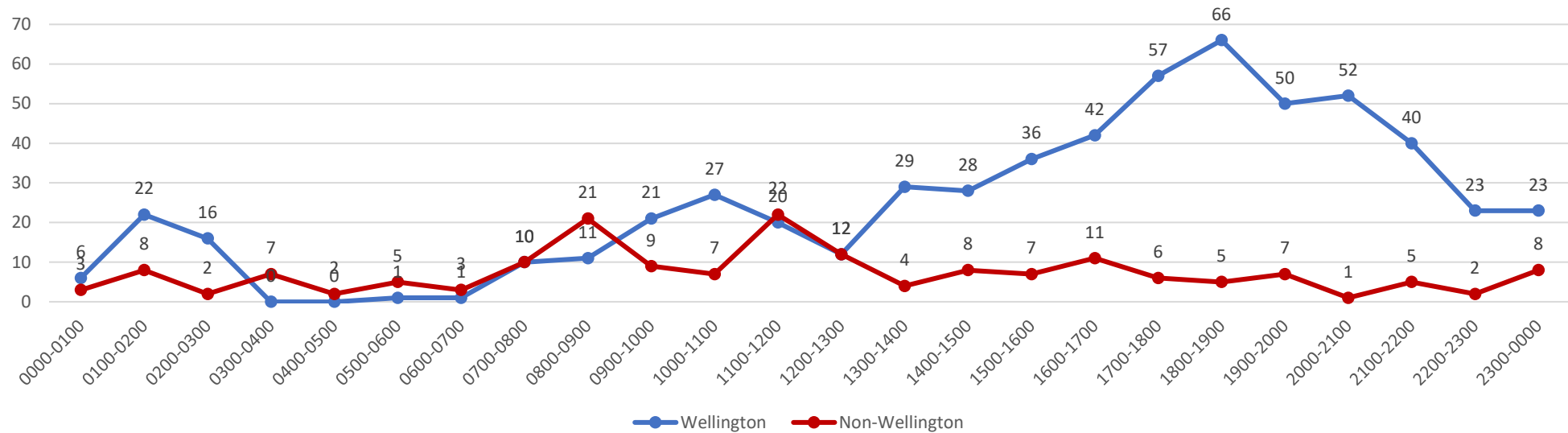
Officer-Initiated



Total Calls



Wellington/Non-Wellington Calls by Hour



April 2020

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

Average Response Time (All Units)		
High		1.50
Medium		5.34
Low		6.64
Avg. Response Time		6.38

Average Time on Calls (All Wellington Calls)			
High			2.78
Medium			7.56
Low			16.94
Avg. Time			15.51