



BOARD OF TRUSTEES

June 23, 2020

6:30 p.m.

Leeper Center
3800 Wilson Ave, Wellington, CO 80549

AGENDA

A. EXECUTIVE SESSION

STARTS AT 6:00 PM

Conferences with the Town Attorney pursuant to § 24-6-402(4) (b), for the purpose of receiving legal advice relative to Tract F of Columbine Estates. The executive session will not be recorded and an attorney certification will be provided as required by C.R.S. §24-6-402(2)(d.5)(II)(B) that the discussion in the executive session constitute privileged attorney-client communications.

1. Attorney Certification

B. CALL TO ORDER

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

C. COMMUNITY PARTICIPATION

1. **Public Comment** - Individuals wishing to participate in Public Comments (non-agenda item) are requested to sign up on the chat. When you are recognized, state your name and address. Please limit comments to three (3) minutes.

D. CONSENT AGENDA

E. ACTION ITEMS

1. Development Agreement for Tract F, Columbine Estates
 - Staff Presentation: Cody Bird, Planning Director
2. Annexation Agreement for Poudre School District Subdivision
 - Staff Presentation: Cody Bird, Planning Director

3. Ordinance No.13-2020 - Conditional Use Request for a CBD Oil Extraction Facility at 9102 Pieper Rd.
 - Staff Presentation: Cody Bird, Planning Director
4. Resolution 22- 2020: Road Closure for 4th of July
5. Memorandum of Understanding Related to Distribution of Cares Act Funds
 - Staff Presentation: Kelly Houghteling, Interim Town Administrator
6. Resolution 23- 2020: Budget Amendments
 - Staff Presentation: Tyler Sexton, Interim Finance Director
7. Resolution 24-2020: Communications Position
 - Staff Presentation: Kelly Houghteling, Interim Town Administrator & Tyler Sexton, Interim Finance Director
8. Resolution 20-2020: Watering Restrictions

F. OTHER BOARDS

1. Liquor License Review Board

Don Jon LLC – Wellington Grill – 3724 Cleveland Ave, Wellington, CO

G. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
- a. COVID-19 & Budget Update

Staff Presentation: Tyler Sexton, Interim Finance Director

- b. Treasurer Report
4. Board

H. ADJOURN

ATTORNEY CERTIFICATION RELATED TO JUNE 23, 2020
EXECUTIVE SESSION OF THE MEETING OF THE BOARD OF TRUSTEES OF
THE TOWN OF WELLINGTON, COLORADO

The undersigned as Town Attorney of the Town of Wellington, Colorado certifies, pursuant to CRS §~~24-6-402~~(4)(b) and (d) of the Board of Trustees of the Town of Wellington, Colorado at its regular meeting on June 23, 2020, properly convened, in executive session, for conferences with the Town Attorney = for the purpose of receiving legal advice on specific legal questions related to Tract F of Columbine Estates. Pursuant to C.R.S. §~~24-6-402~~(4)(a) and (b) and (d.5) (II) (B) it is the opinion of the undersigned attorney that the discussions which occurred during the executive session constituted a privileged attorney-client communication. No record was kept or required to be kept of the discussions. This statement shall be included with the written minutes of the referenced meeting. This statement is also signed by the Mayor of the Town of Wellington, attesting that the executive session was not recorded and was confined to the topics authorized for discussion in executive session pursuant to §~~24-6-402~~(4)(d.5) (II) (B).

March & Olive, LLC
Town Attorney

By: _____
J. Brad March,

Troy Hamman, Mayor

Board of Trustees Meeting

Date: June 23, 2020
Submitted By: Cody Bird, Planning Director
Subject: Development Agreement for Tract F, Columbine Estates

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

EXECUTIVE SUMMARY

Tract F, Columbine Estates Subdivision is a 12.5 acre parcel located along the I-25 Frontage Road on the south end of Town. The property is the location of an area that was excavated during development of the subdivision, but which was left unfinished and the pond does not function as originally intended. The area now holds stormwater runoff and has become unattractive and difficult to maintain. A developer desires to develop remaining undeveloped single-family lots within Columbine Estates, and has proposed partnering with the Town to complete construction of the stormwater detention pond to clean up the area and to provide the required stormwater detention needs of the remaining lots. A development agreement is proposed to allow the developer and the Town to partner in the collaboration of completing the construction and sharing the costs of the improvements.

BACKGROUND / DISCUSSION

- Tract F, Columbine Estates Subdivision was originally platted as a reserve for stormwater detention to serve the subdivision. The Tract is dedicated on the plat as a drainage, access and utility easement and maintenance responsibility was accepted by the Town with acceptance of the plat.
- During development of the subdivision, the area within Tract F was over-excavated to use extracted material for construction of public improvements. As a result of nationwide economic recession, developers entering bankruptcy and property foreclosures, the over-excavated portion of Tract F was not returned to its originally designed stormwater detention function. Over time, the over-excavated area filled with water that does not drain because the stormwater improvements were never completed as designed.
- The Town determined that the remaining undeveloped lots within Columbine Estates would not be allowed to develop without the stormwater detention pond being corrected.
- Subsequently and more recently, a developer has purchased the undeveloped lots for development purposes. In order to develop the remaining lots, Tract F is needed to meet the stormwater detention requirements.
- The developer approached Town staff requesting to utilize the public drainage easement to complete design and construction of a detention pond that both meets the needs of the remaining undeveloped lots and that will also eliminate the standing water.
- The developer has worked closely with Town staff to adhere to Town development and drainage standards to design a stormwater solution that will result in a dry detention pond, including providing professionally designed and sealed engineering plans and geotechnical specifications.
- The developer has requested that the Town participate in the cost of construction of the Tract F improvements. Town staff supports the partnership to complete the improvements to Tract F.



- A draft development agreement between the developer and the Town is attached. The agreement outlines the obligations of the developer, the design and construction requirements including a timeline for completion, cost sharing and maintenance obligations.

Financial Considerations:

- A summary of the estimated costs for completion of this project is attached with this report. The total costs of the project is estimated to be \$796,058.35.
- Town staff has negotiated with the developer and is recommending the Town participate in the cost of the improvements. Staff is recommending the Board consider paying a not to exceed amount of \$305,000.
- Any additional project cost increases are the responsibility of the developer and will not affect the Town's not to exceed amount.
- Payment to the developer would be made after the improvements are completed and accepted by the Town. Following acceptance, \$230,000 would be paid to the developer and \$75,000 would be retained for 2 years while the project is under warranty. At the expiration of the 2-year warranty, the remaining \$75,000 would be paid.
- Approved funding paid by the Town is proposed to be taken from the General Fund and would require a budget amendment to allocate the funds.

Sustainability Considerations:

- Completing construction of the Tract F improvements will correct a standing water problem that has persisted for many years. Completion of the improvements will also improve the appearance of the Town at a prominent and visible area along I-25.
- Completion of the Tract F improvements will allow the development of 138 already approved lots within the Town.
- Based on current Town fees and an assumed average construction valuation of \$280,000 per new home (2020 average), development of 138 lots would result in one time collection of impact fees of approximately \$3.7 million and one time building permit fees and building use tax fees of approximately \$690,000. Fee breakdown is attached.
- Average property tax from developed single-family properties in this subdivision are approximately \$290 annually. 138 homes (at full build out) would result in an annual property tax collection of approximately \$40,000.
- An investment by the Town of \$305,000 from the General Fund would be replenished by fees and tax collected from homes permitted within the subdivision in 2-3 years time.
- Columbine Estates (Mountain View Ranch HOA) has a non-potable irrigation system for outdoor watering.

STAFF RECOMMENDATION

Move to approve the agreement for Tract F and authorize the Mayor to execute the agreement.

ATTACHMENTS

-
1. Location Map



2. Draft Agreement
3. Geotechnical Report
4. Total Costs
5. Town Revenue Estimates



AGREEMENT
(Tract F, Columbine Estates)

THIS AGREEMENT (“Agreement”) is effective June ____, 2020, by and between the TOWN OF WELLINGTON, COLORADO, a municipal Corporation, hereinafter referred to as the “**Town**” and MVR-2 HOLDINGS, LLC, a Colorado limited liability company (“**Developer**”).

ARTICLE 1 – DEFINITIONS

1.1 Columbine Estates.

“**Columbine Estates**” shall mean all property subject to the Plat of Columbine Estates as recorded with the Larimer County Clerk and Recorder on February 28, 2003 at Reception Number 2003-0025009.

1.2 Coyote Ridge Contract.

“**Coyote Ridge Contract**” shall mean and refer to the Columbine Phase Tract F Proposal stamped June 16, 2020 and scope of work performed by Coyote Ridge Construction, LLC (“**Coyote Ridge**”) pursuant to a contract between Coyote Ridge and Developer and on behalf of Developer and the Town for Tract F, Columbine Estates.

1.3 CTL Thompson Plans.

“**CTL Thompson Plans**” shall mean and refer to the Geotechnical Engineering Services contract, scope of work and engineered plans and specifications performed by CTL Thompson, Inc. (“**CTL Thompson**”) pursuant to a contract between CTL Thompson and Developer and on behalf of Developer and the Town for Tract F, Columbine Estates, Proposal Number FC08770-145.

1.4 Lots.

“**Lots**” shall mean and refer to the following Lots located within Columbine Estates owned by Developer:

Lots 13 through 24, inclusive, Block 7,
Lots 1 through 24, inclusive, Block 8,
Lots 1 through 12, inclusive, Block 9,
Lots 1 through 9, inclusive, Block 11,
Lots 1 through 18, inclusive, Block 12,
Lots 1 through 10, inclusive, Block 13,
Lots 1 through 20, inclusive, Block 14,
Lots 1 through 10, inclusive, Block 15,
Lots 1 through 10, inclusive, Block 16,
Lots 1 and 2, Block 17,
Lots 1 through 6, inclusive, Block 18, and
Lots 17 through 21, inclusive, Block 19,
Columbine Estates, Town of Wellington,
County of Larimer, State of Colorado.

1.5 Northern Engineering Plans.

“**Northern Engineering Plans**” shall mean and refer to the engineering services contract, scope of work and engineered plans and specifications performed by Northern Engineering Services, Inc. (“**Northern Engineering**”) pursuant to a contract between Northern Engineering and Developer and on behalf of Developer and successors for the Final Improvement Plans for Tract F, Columbine Estates Phase 2A, Project Number 992-009.

1.6 Plat Notes.

“**Plat Notes**” shall mean and refer to the notes contained on the Plat of Columbine Estates which provide in part as follows:

Tracts C and F are hereby dedicated with the Plat as Drainage, Access and Utility Easements. In addition, these tracts will be used for Park and Recreational purposes. Maintenance of these tracts will be the responsibility of the Town of Wellington.

1.7 Tract F.

“**Tract F**” shall mean that portion of property defined on the Plat of Columbine Estates as “Tract F Detention 544,569 sq. ft. 12.502 Acres.”

ARTICLE 2 - PURPOSE

2.1 General Purpose. The parties to this Agreement share a common commitment to cause the completion of certain improvements to Tract F. The Town has determined that such Tract F improvements must be completed prior to the completion of development of Columbine Estates. Until such time when Tract F is completed, the Town will not issue building permits for the Lots as defined herein and located in Columbine Estates. In order to satisfy the Town’s requirements and conditions for issuance of building permits for the Lots and in order to develop Tract F in accordance with the Plat Notes, the Town and Developer have agreed to share certain obligations with respect to (i) the construction of the Tract F improvements, (ii) each party’s financial obligation in connection with the construction of the Tract F improvements, and (iii) the continuing obligations of the parties with respect to such Tract F improvements.

ARTICLE 3 - CONSTRUCTION OF TRACT F IMPROVEMENTS

3.1 Plans and Specifications. The Town acknowledges that the Developer has obtained and delivered to the Town, the stamped and sealed Northern Engineering Plans and CTL Thompson Plans, both of which outline the scope of work to be completed on Tract F. The Town further acknowledges that the said stamped and sealed Northern Engineering Plans and CTL Thompson Plans have been reviewed and accepted with no exception taken by the Town. The Developer agrees to cause the construction and completion of the Tract F improvements pursuant to the approved Northern Engineering Plans and CTL Thompson Plans (collectively, “Engineering Plans”). The Northern Engineering Plans are attached hereto as **Exhibit A**. The CTL Thompson Plans are attached hereto as **Exhibit B**.

3.2 Construction Contract. The Developer has entered into the Coyote Ridge Contract for the construction and completion of the improvements to Tract F. The scope of the Coyote Ridge Contract includes a requirement and obligation for the contractor to regrade and reseed the construction areas of Tract F (“**Regrade and Reseed**”) immediately prior to the end of the warranty period and no later than two (2) years after Final Completion (as defined in Section 3.6) if required to conform the Tract F improvements to the Engineering Plans and the reasonable requirements of the Town. The Coyote Ridge Contract is attached hereto as **Exhibit C** and incorporated herein.

3.3 Construction Schedule. The Developer shall commence construction on Tract F upon its receipt of a written notice to proceed from the Town (“**Notice to Proceed**”). The Town anticipates issuing a Notice to Proceed on or before August 1, 2020. Thereafter, the Developer shall use commercially reasonable efforts to cause Final Completion (as hereinafter defined) of the construction on Tract F with the objective of completion within ninety (90) days after its receipt of the Notice to Proceed. Such ninety (90) day period for Developer to cause Final Completion is subject (i) to extension by the Town, in its reasonable discretion and (ii) to extension due to an Event of Force Majeure (as defined in Section 7.1 herein).

3.4 Inspection. The Town Engineer, at the Town’s cost, is permitted to inspect the Tract F work and improvements at any reasonable time and in any reasonable manner during construction. Prior to issuance of the Notice to Proceed, the Developer, the Town Engineer, Northern Engineering, CTL Thompson and Coyote Ridge shall establish an initial inspection schedule which schedule may be revised at the reasonable request of the Town Engineer as the project proceeds. The Developer will include the initial inspection schedule in the project contracts with Northern Engineering, CTL Thompson and Coyote Ridge with a provision providing for revision of the inspection schedule at the reasonable request of the Town Engineer. Within five (5) days of the anticipated Final Completion date, the Developer will notify the Town, the parties shall jointly inspect Tract F and the Tract F improvements. If there are any deficiencies in the work, or any variation from the plans, the Developer shall forthwith remedy the same to the reasonable satisfaction of the Town Engineer.

3.5 As-Builts. Developer agrees to cause Northern Engineering and CTL Thompson to deliver to the Town stamped record drawings of the Tract F improvements (“**As-builts**”). As-builts shall be prepared in accordance with Town standards and specifications.

3.6 Final Completion. The term “**Final Completion**” shall be deemed to have occurred when (i) Developer has completed or caused the completion of Tract F improvements pursuant to the approved Engineering Plans and Coyote Ridge contract, (ii) pond volume has been certified by the engineer of record and as-built drawings have been accepted by the Town, and (iii) grass or vegetative cover is established on no less than seventy percent (70%) of the area disturbed by the construction on Tract F, including the pond; provided, however, the Approval Letter will be issued if the grass or vegetative cover is not yet established because of weather or seasonal constraints upon the Developer’s agreement to seed or reseed Tract F no later than June 15, 2021. Upon Final Completion and acceptance by the Town, the Town shall issue and deliver to Developer, a letter of construction approval for the construction on Tract F (the “**Approval Letter**”). The Town shall

not unreasonably withhold, condition, or delay the issuance of the Approval Letter upon Final Completion.

3.7 Developer Assignment. Effective upon the date of the Approval Letter from the Town, the Developer hereby agrees to assign, transfer, and deliver to the Town all of Developer's rights, title and interest in and to, and the Town agrees to assume upon receipt of mechanics lien waivers from all contractors and subcontractors that provided services or materials for the Tract F improvements, the Coyote Ridge Contract, the CTL Thompson Plans, the Northern Engineering Plans and the As-builts (collectively, the "**Plans and Contracts**") to have and hold in perpetuity (the "**Developer Assignment**"). Effective upon the date of the Approval Letter and the Town's acceptance of the mechanics lien waivers, the Town hereby agrees to accept the Developer Assignment and agrees to be bound by and timely perform, observe, discharge, and otherwise comply with the Plans and Contracts and the respective agreements, duties, obligations, and covenants of the Developer under the Plans and Contracts. Upon the date of the Approval Letter, the Developer and the Town shall execute the Assignment and Assumption in the form attached hereto as **Exhibit D** (the "**Assignment**"). The Assignment shall include the consent of each of Coyote Ridge, CTL Thompson, and Northern Engineering to the Developer Assignment (the "**Consents**").

3.8 Construction License. The Town hereby grants to Developer, its successors, assigns, agents, engineers, and contractors, a temporary, non-exclusive license to enter upon Tract F as necessary to complete the construction on Tract F pursuant to the Plans and Contracts. The license granted under this Agreement shall terminate thirty (30) days after the date on which the Regrade and Reseed work is completed and accepted by the Town Engineer.

3.9 Dirt Stockpile. The Developer and the Town will enter into an amended Memorandum of Agreement for Public Improvements ("**MAPI**") providing for the customary construction of public improvements prior to the issuance of a building permit for any Lot as defined herein. The MAPI will provide that any excess dirt generated from the construction activities on each Lot shall be relocated to and stockpiled on Tract F at the expense of the Lot owner ("**Excess Lot Dirt**"). All Excess Lot Dirt shall be stockpiled by the Lot owner at a location within Tract F, which location is to be designated by the Town in writing along with the Notice to Proceed, or upon Lots as defined herein subject to mutual agreement by the Town and Developer (the "**Stockpile Location**"). In addition to any Excess Lot Dirt which may be generated by the construction activities on each Lot, Developer currently owns a separate stockpile of dirt located within Columbine Estates, but which is not currently located on Tract F (the "**Columbine Dirt**"). Developer intends to use the Columbine Dirt for the construction of the Tract F improvements. Any Excess Lot Dirt, Columbine Dirt, or any excess dirt generated in connection with the construction on Tract F shall be stockpiled at the Stockpile Location. All dirt placed at the Stockpile Location shall become the sole property and responsibility of the Town after issuance of the Approval Letter.

3.10 Groundwater Monitoring Wells. As part of the construction on Tract F and pursuant to the CTL Thompson Plans, the Developer shall pay for the cost and expense to install groundwater monitoring wells at locations on Tract F. Developer shall obtain location approval for the groundwater monitoring wells from CTL Thompson and a record of the approved locations

and CTL Thompson approval shall be provided to the Town. The Town shall be responsible for all costs, expenses, and monitoring activities commencing at Final Completion and continuing thereafter, provided however that the Town shall not use any funds from the Total Costs Escrow as defined herein for any cost and expense associated with the groundwater monitoring wells after Final Completion.

ARTICLE 4 – COST OF TRACT F CONSTRUCTION / REIMBURSEMENT OBLIGATIONS

4.1 Surety; Fees. The Town has agreed to waive its requirement for (i) a financial guarantee for the completion of the construction on Tract F, and (ii) payment of engineering review fees and permit fees normally associated with plan review and construction activities within the Town of Wellington.

4.2 Payment of Tract F Improvements; Town Reimbursement Obligations.

(a) The Developer shall be responsible for paying the cost and expense incurred in connection with the design (including the cost and expense for the Northern Engineering Plans and the CTL Thompson Plans), installation of improvements, if any, and construction on Tract F, including but not limited to the total cost of the Coyote Ridge Contract and any other costs of labor, materials, demolition, dirt grading, fill soil or trucking necessary to cause Final Completion (collectively the “**Total Costs**”). The Total Costs are attached hereto as **Exhibit E**.

(b) The Town shall reimburse the Developer for the Total Costs up to a maximum amount not to exceed Three Hundred Five Thousand Dollars (\$305,000) (the “**Lump Sum Reimbursement**”). Within thirty (30) days of the Approval Letter being issued by the Town, the Town shall reimburse Two Hundred Thirty Thousand Dollars (\$230,000) to the Developer. The remaining Seventy-Five Thousand Dollars (\$75,000) of the Lump Sum Reimbursement shall be reimbursed to the Developer within thirty (30) days following the expiration of the 2-year warranty period.

ARTICLE 5 - TRACT F MAINTENANCE

5.1 Tract F Maintenance. Notwithstanding warranty obligations of Coyote Ridge under the Coyote Ridge Contract and further notwithstanding the Regrade and Reseed, upon issuance of the Approval Letter by the Town, the Town agrees to accept all maintenance and upkeep responsibilities for Tract F, including all cost and expense to complete such maintenance and upkeep. Any costs and expenses incurred by the Town for the maintenance and upkeep of Tract F after Final Completion and acceptance by the Town shall be at its own cost and expense and in no event shall any funds from the Total Costs Escrow be used for such maintenance and upkeep purposes. Developer shall have no obligation for maintenance or upkeep following issuance of the Approval Letter by the Town.

ARTICLE 6 - TERM

6.1 Term of Agreement. This Agreement shall automatically terminate upon the later of (i) that date upon which the Town issues the last Impact Fee Reimbursement payment to the Developer, (ii) thirty (30) days after the date upon which dirt is no longer contributed to the Stockpile Location by any Lot Owner in connection with construction activities in Columbine Estates, or (iii) December 31, 2030.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Force Majeure. The term “**Event of Force Majeure**” is defined as the act or failure to act of any governmental authority, strike, riot, act of war, act of violence, delay or shortage of labor or materials, unseasonable or intemperate weather, act of God, or any other act, occurrence or non-occurrence beyond the control of the Developer, including but not limited to any order or proclamation of a government authority that materially hinders or prevents Developer or Developer’s contractors from carrying out their business in the ordinary course or to complete the Tract F improvements. If an Event of Force Majeure occurs, the obligation of an excused party pursuant to this Agreement shall be extended by a period of time equal to any such period of time that such performance is delayed due to an Event of Force Majeure. The parties agree that the impact of the current COVID-19 pandemic is not known and that each party may claim that the impacts of the COVID-19 pandemic constitute an Event of Force Majeure notwithstanding their knowledge of the COVID-19 pandemic at the time this Agreement is executed.

7.2 The parties acknowledge and agree that this Agreement does not create in, or grant to, Developer any real property interest in Tract F.

7.3 The parties agree that this Agreement does not and shall not be construed to create a partnership, joint venture, or other similar agreement.

7.4 The parties agree that this Agreement shall not be construed as an agency agreement and does not authorize either party to act on behalf of, or in any way bind the other party except as specifically set forth in this Agreement. Except as specifically set forth in this Agreement, each party will be responsible for the payment of their own costs and expenses, including without limitation, taxes, workers’ compensation, employee benefits and insurance, and for the performance of their respective obligations.

7.5 Upon execution, this Agreement is binding and fully enforceable and will inure to the benefit of the parties hereto and their successors.

7.6 In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court or tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

7.7 Subject to Town Board approval, the parties agree to execute any and all documents necessary to effectuate the purpose of this Agreement.

7.8 Each party has reviewed this Agreement and accordingly the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.9 This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any dispute arising under this Agreement shall reside with the Colorado State District Court for Larimer County, Colorado.

7.10 In the event a Court determines that any party has breached the terms of this Agreement, the Court shall award the non-breaching party their reasonable attorney fees and costs.

7.11 This Agreement may be signed in two or more counterparts, each of which shall be an original, but all of which shall constitute one in the same instrument. Facsimile signatures shall be binding on the parties.

7.12 This Agreement may not be assigned by any party.

7.13 The following Exhibits are attached and incorporated into the contract:

Exhibit A - Northern Engineering Plans

Exhibit B - CTL Thompson Plans

Exhibit C - Coyote Ridge Contract

Exhibit D - Assignment and Assumption of Plans and Contracts

Exhibit E - Total Costs

[Signatures on Following Pages.]

TOWN OF WELLINGTON

DEVELOPER

MVR-2 HOLDINGS, LLC
a Colorado limited liability company

Troy Hamman, Mayor

Daren L. Roberson, Manager

ATTEST:

Kelly Houghteling, Interim Town Administrator/Clerk

(SEAL)

Approved as to form:

March & Olive, LLC

By: _____
J. Brad March

EXHIBIT A
to
AGREEMENT
(Tract F, Columbine Estates)

Northern Engineering Plans

EXHIBIT B
to
AGREEMENT
(Tract F, Columbine Estates)

CTL Thompson Plans

EXHIBIT C
to
AGREEMENT
(Tract F, Columbine Estates)

Coyote Ridge Contract

EXHIBIT D
to
AGREEMENT
(Tract F, Columbine Estates)

Assignment and Assumption of Plans and Contracts

ASSIGNMENT AND ASSUMPTION OF PLANS AND CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF PLANS AND CONTRACTS (this “Assignment”) is made as of the _____ day of _____, 2020 (the “Effective Date”), by and between MVR-2 HOLDINGS, LLC, a Colorado limited liability company (“Assignor”) and TOWN OF WELLINGTON, COLORADO, a municipal corporation (“Assignee”). The Assignor and Assignee are each a “Party” and collectively the “Parties”.

RECITALS

- A. Assignor and Assignee are parties to that certain Agreement dated _____, 2020, which contemplates the terms, conditions and obligations of the Parties in connection with the completion of certain improvements to Tract F of Columbine Estates, Wellington, Colorado (the “Agreement”);
- B. Pursuant to the Agreement and as of the Effective Date, the Assignor has caused the Final Completion of Tract F and the Assignee has issued the Approval Letter approving the construction on Tract F;
- C. Section 3.7 of the Agreement states that upon the date of the Approval Letter, the Assignor will assign, transfer and deliver all of its rights, title and interest in and to the Plans and Contracts in connection with the Tract F construction to the Assignee and the Assignee will accept such assignment of the Plans and Contracts from the Assignor;
- D. The Plans and Contracts that are being assigned by Assignor and assumed by Assignee under this Assignment are described on **Exhibit A** attached hereto and incorporated herein.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are hereby incorporated in their entirety. All capitalized terms used, but not defined in this Assignment, will have the meanings set forth for such terms in the Agreement.
2. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s rights, title, and interest in and to the Plans and Contracts.
3. Assumption. Assignee hereby accepts, assumes, and agrees to be bound by and timely perform observe, discharge, and otherwise comply with the Plans and Contracts and the respective agreements, duties, obligations, and covenants of Assignor under the Plans and Contracts from and after the Effective Date.

4. Consents. Pursuant to Section 3.7 of the Agreement, the Assignor has obtained the consent to this Assignment, of each engineer and contractor who generated and executed such Plans and Contracts (each a “Consent”). Those engineers and contractors are as follows: (i) Coyote Ridge, (ii) CTL Thompson, and (iii) Northern Engineering. The Coyote Ridge Consent to the Assignment of the Coyote Ridge Contract is attached hereto as **Exhibit B**. The CTL Thompson Consent to the Assignment of the CTL Thompson Plans is attached hereto as **Exhibit C**. The Northern Engineering Consent to the Assignment of the Northern Engineering Plans is attached hereto as **Exhibit D**.

5. Further Documentation. Both Parties hereby agree that it shall from time to time, and at the reasonable request of the other Party, execute, acknowledge and deliver to the other Party any and all further instruments, documents, or assignments as may be reasonably necessary to assign and assume the Plans and Contracts and to give full force and effect to the full intent and purpose of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties’ respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

MVR-2 HOLDINGS, LLC,
a Colorado limited liability company

By: _____
Daren L. Roberson, Manager

ASSIGNEE:

TOWN OF WELLINGTON, COLORADO
a Colorado municipal corporation

By: _____
Troy Hamman, Mayor

ATTEST:

By: _____
Kelly Houghteling, Interim Town
Administrator/Clerk

(SEAL)

Approved as to form:
March & Olive, LLC

J. Brad March, Town Attorney

EXHIBIT A
to Assignment and Assumption of Plans and Contracts

Plans and Contracts

1. Coyote Ridge Contract – The Columbine Phase Tract F Proposal stamped June 16, 2020 and scope of work performed by Coyote Ridge Construction, LLC, pursuant to a contract between Coyote Ridge and MVR-2 Holdings, LLC, for Tract F, Columbine Estates.
2. CTL Thompson Plans - Geotechnical Engineering Services agreement and contract, scope of work and engineered plans and specifications performed by CTL Thompson, Inc., pursuant to a contract between CTL Thompson and MVR-2 Holdings, LLC Proposal Number FC08770-145.
3. Northern Engineering Plans - Agreement and contract, scope of work and engineered plans and specifications performed by Northern Engineering Services, Inc. pursuant to a contract between Northern Engineering and MVR-2 Holdings, LLC, Project Number 992-009.

EXHIBIT B
to Assignment and Assumption of Plans and Contracts

Coyote Ridge Consent

Coyote Ridge Construction, LLC ("Coyote Ridge") hereby consents to the transfer and assignment recited in the Assignment to which this Consent is attached and agrees to render all continuing acts and performance required of Coyote Ridge, if any, under the Coyote Ridge Contract, directly to the Assignee.

The undersigned further acknowledges and represents that:

- (i) Coyote Ridge, has not now, nor in the past, terminated the Coyote Ridge Contract on account of any default on the part of the Assignor;
- (ii) Coyote Ridge has not assigned its interest under the Coyote Ridge Contract to any other person or entity;
- (ii) There presently exists no unpaid amounts due to Coyote Ridge arising out of the performance by Coyote Ridge in connection with the Coyote Ridge Contract; and
- (iii) Coyote Ridge has no present claim against or lien upon Tract F of Columbine Estates, Wellington, Colorado (the "Property") arising out of the undersigned's performance of any work or service on or relating to the Property.

Dated:

_____, 2020

CONTRACTOR:

COYOTE RIDGE CONSTRUCTION, LLC

By: _____

Name: _____

Title: _____

EXHIBIT C
to Assignment and Assumption of Plans and Contracts

CTL Thompson Consent

CTL Thompson, Inc. ("CTL Thompson") hereby consents to the transfer and assignment recited in the Assignment to which this Consent is attached and agrees to render all continuing acts and performance required of CTL Thompson, if any, under the CTL Thompson Plans, directly to the Assignee.

The undersigned further acknowledges and represents that:

- (i) CTL Thompson has not now, nor in the past, terminated the CTL Thompson Plans on account of any default on the part of the Assignor;
- (ii) CTL Thompson has not assigned its interest under the CTL Thompson Plans to any other person or entity;
- (iii) There presently exists no unpaid amounts due to CTL Thompson arising out of the performance by CTL Thompson in connection with the CTL Thompson Plans; and
- (iv) CTL Thompson has no present claim against or lien upon Tract F of Columbine Estates, Wellington, Colorado (the "Property") arising out of the undersigned's performance of any work or service on or relating to the Property.

Dated:

_____, 2020

ENGINEER:

CTL THOMPSON, INC.
a Colorado corporation

By: _____

Name: _____

Title: _____

EXHIBIT D
to Assignment and Assumption of Plans and Contracts

Northern Engineering Consent

Northern Engineering (“Northern Engineering”) hereby consents to the transfer and assignment recited in the Assignment to which this Consent is attached, and agrees to render all continuing acts and performance required of Northern Engineering, if any, under the Northern Engineering Plans, directly to the Assignee.

The undersigned further acknowledges and represents that:

- (i) Northern Engineering has not now, nor in the past, terminated the Northern Engineering Plans on account of any default on the part of Assignor;
- (ii) Northern Engineering has not assigned its interest under the Northern Engineering Plans to any other person or entity;
- (iii) There presently exists no unpaid amounts due to Northern Engineering arising out of the performance by Northern Engineering in connection with the Northern Engineering Plans; and
- (iv) Northern Engineering has no present claim against or lien upon Tract F of Columbine Estates, Wellington, Colorado (the “Property”) arising out of the undersigned's performance of any work or service on or relating to the Property.

Dated: _____, 2020

ENGINEER:

NORTHERN ENGINEERING

By: _____
Name: _____
Title: _____

EXHIBIT E
to
AGREEMENT
(Tract F, Columbine Estates)

Total Costs

June 27, 2019
(June 15, 2020)

MVR-2 Holdings, LLC
395 Delozier Drive, #110
Fort Collins, Colorado 80524

Attention: Daren Roberson

Subject: Engineering Consultation
Tract F, Infiltration Pond
Columbine Estates
Wellington, Colorado
CTL|T Project Number: FC08770-145

CTL|Thompson, Inc. was requested to provide geotechnical services for the proposed Tract F Infiltration Pond. Services included performing borings to identify the subsurface conditions at the pond location and conduct permeability testing for the import fill to be used for the project.

Site Conditions and Proposed Construction

The site was previously used to mine gravels. The mining activities created a pond by exposing groundwater. For the development of a portion of Columbine Estates, we understand the pond area is intended to manage stormwater for the subdivision. To allow for use of the pond area, groundwater cannot remain exposed to the surface. The developer intends to fill the pond with imported fill and use the area as an infiltration pond.

Investigation

The field investigation included drilling four exploratory borings at the locations presented on Figure 1. The borings were drilled to depths of approximately 15 to 25 feet using 4-inch diameter, continuous-flight augers and a truck-mounted drill. Temporary piezometers were placed in each of the borings. Drilling was observed by our field representative who logged the soils. Summary logs of the borings, including results of field penetration resistance tests, are presented on Figure 2.

Soil samples obtained during drilling were returned to our laboratory and visually examined by our geotechnical engineer. In addition, a sample of the import material from the Sage Meadows subdivision was brought back to our laboratory. A standard Proctor was conducted on the import sample along with particle-size analysis and Atterberg limits. A portion of the sample was sent to Colorado State University for permeability testing. Results of the laboratory tests are presented on Figure 3 and Figure 4.



Subsurface Conditions

Subsurface conditions encountered in our borings consisted of 7½ feet of sandy clay over sand and gravel to the depths explored. Groundwater was encountered at depths of 8 to 16 feet during drilling. When measured several days later, groundwater was at depths of 7½ to 15½ feet. Further description of the subsurface conditions encountered are presented on our boring logs.

Calculations and Conclusion

Permeability testing conducted on the import sample indicated a hydraulic conductivity of 0.001 cm/s. Calculations for the infiltration volumes include a factor of safety of 2.0 which was provided by the Town of Wellington. Based on calculations provided by Northern Engineering, we understand the proposed bottom of the infiltration pond will be at elevation 5131' with a bottom area of 355,168 ft². We understand the 5-year storm event will produce a volume of 406,770 ft³ and the 100-year storm event will produce a volume of 1,637,300 ft³. A 5-year storm event is required to infiltrate within 72 hours and the 100-year storm event is required to infiltrate within 120 hours. With the infiltration rate measured, a volume of 1,510,160 ft³ will infiltrate within 72 hours and a volume of 2,516,940 ft³ will infiltrate within 120 hours. Based on the anticipated volumes for each storm event and the calculated volumes of infiltration, the infiltration pond has the capacity to handle the 5-year and 100-year storm events.

Maintenance

To maintain infiltration, the pond should be disked every five years and after every major storm event. Settlement of the fill placed for the infiltration pond may occur over time. The pond bottom should be regraded, as needed, to maintain a minimum 0.5 percent slope prior to diskings. After diskings, the pond bottom should be revegetated.

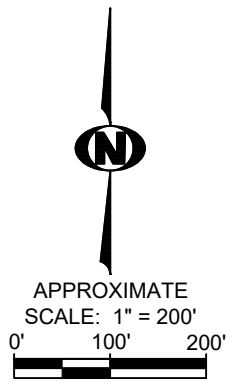
We appreciate the opportunity to work with you on this project. If you have any questions regarding the information provided in this letter, please do not hesitate to contact us.

Sincerely,
CTL|THOMPSON, INC.



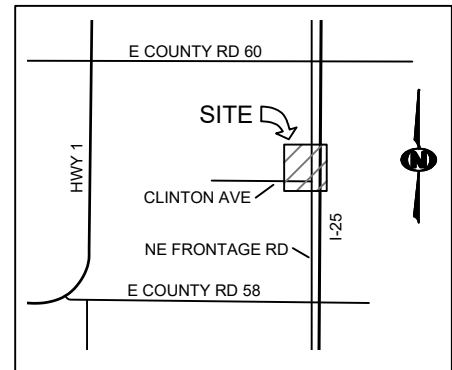
Spencer Schram, PE
Project Engineer

Spencer Schram
Jun 16 2020 7:31 AM



LEGEND:

- TH-1**  INDICATES APPROXIMATE LOCATION OF EXPLORATORY BORING
- TBM**  INDICATES APPROXIMATE LOCATION OF TEMPORARY BENCHMARK; FRONTAGE RD AT CLINTON AVE (ELEVATION 5142')

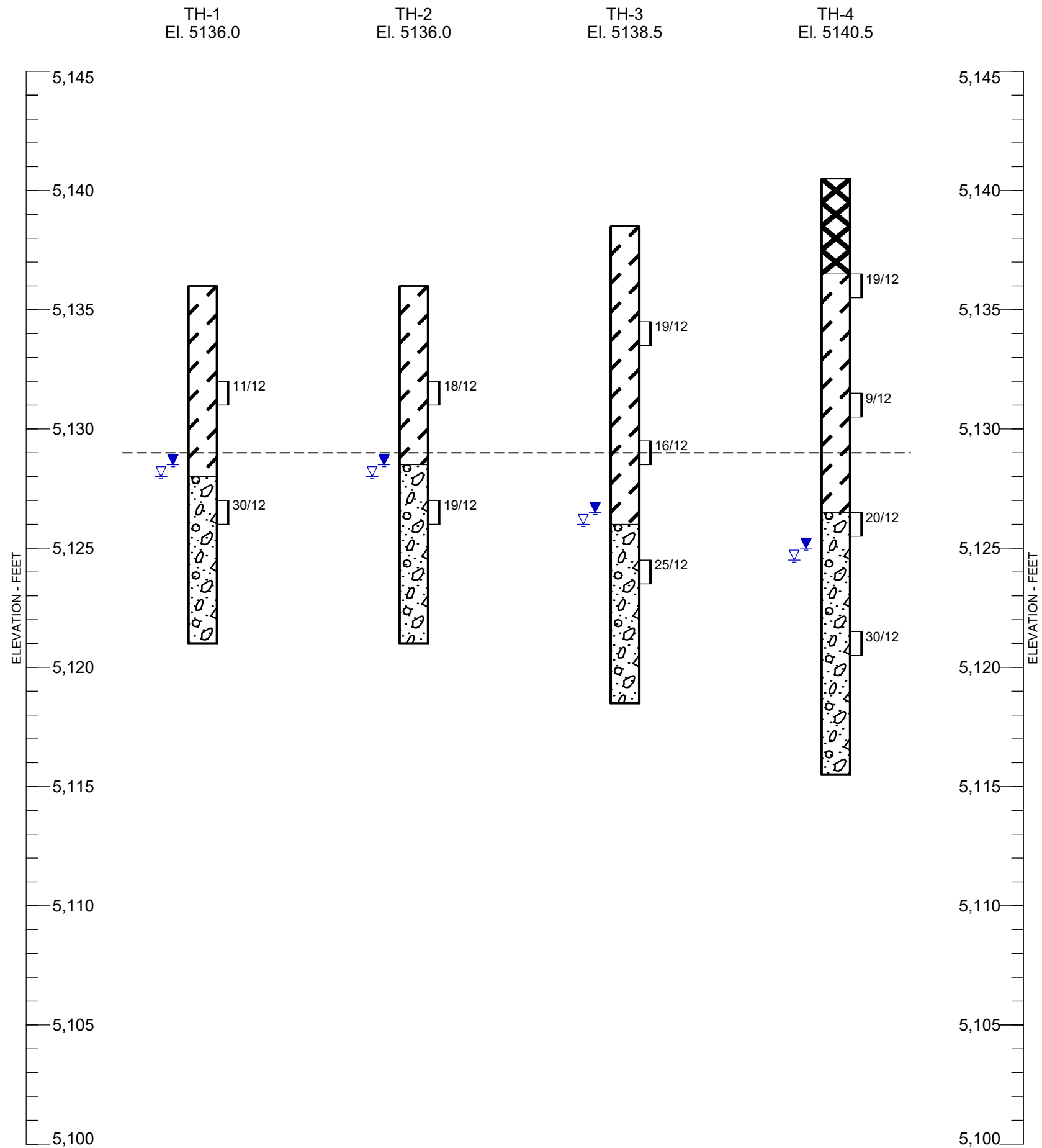


VICINITY MAP
(WELLINGTON, CO)
NOT TO SCALE



**Locations of
Exploratory
Borings**

FIGURE 1



LEGEND:



FILL, CLAY, SANDY, MOIST, BROWN, DARK BROWN



CLAY, SANDY, MOIST, STIFF TO VERY STIFF, BROWN, GRAY, RUST (CL)



SAND AND GRAVEL, WET, MEDIUM DENSE, BROWN, GRAY



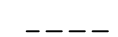
DRIVE SAMPLE. THE SYMBOL 11/12 INDICATES 11 BLOWS OF A 140-POUND HAMMER FALLING 30 INCHES WERE REQUIRED TO DRIVE A 2.5-INCH O.D. SAMPLER 12 INCHES.



WATER LEVEL MEASURED AT TIME OF DRILLING.



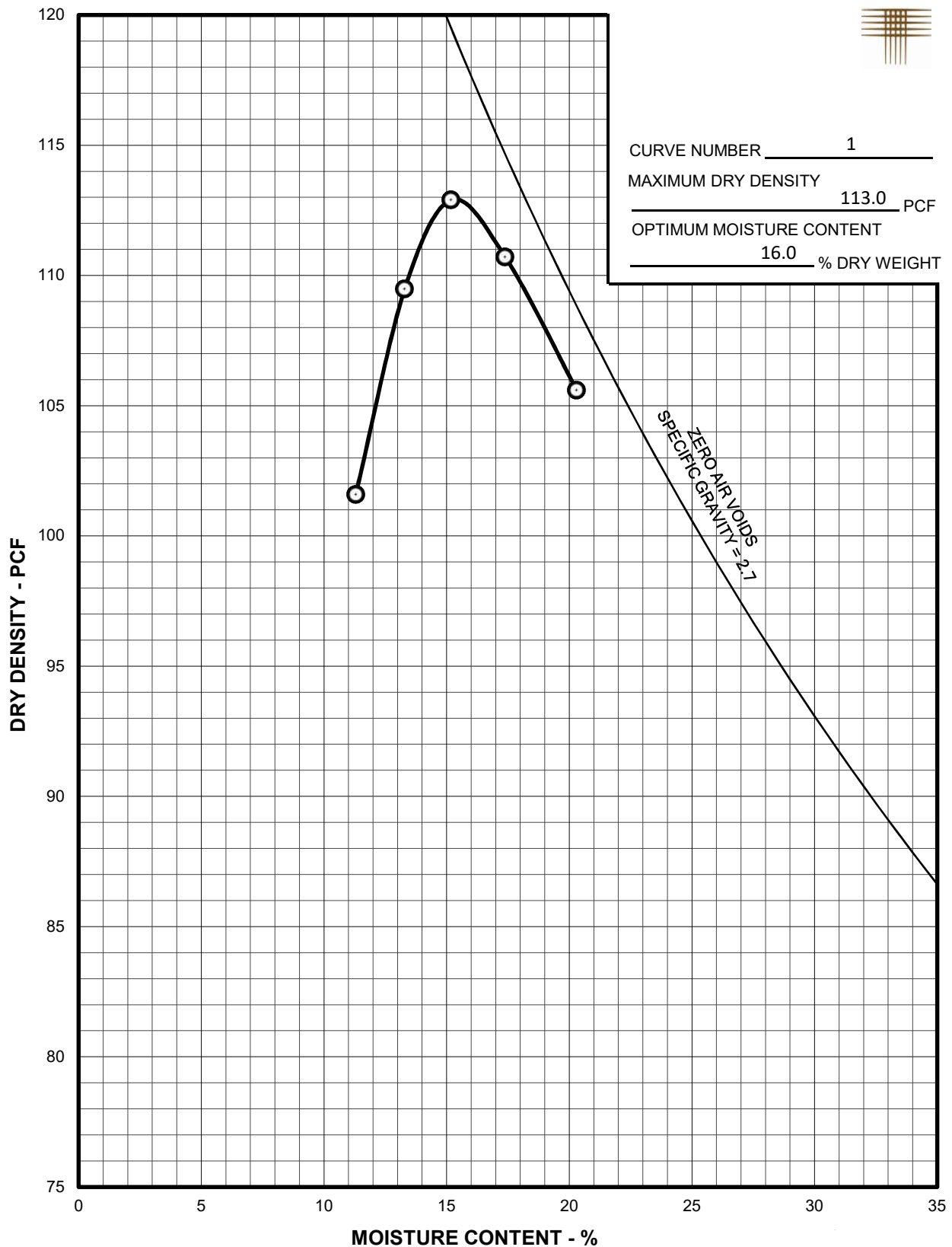
WATER LEVEL MEASURED SEVERAL DAYS AFTER DRILLING.



APPROXIMATE POND ELEVATION (5129)

NOTES:

1. THE BORINGS WERE DRILLED ON MARCH 19, 2019 USING 4-INCH DIAMETER CONTINUOUS-FLIGHT AUGERS AND A TRUCK-MOUNTED DRILL RIG.
2. BORING ELEVATIONS WERE SURVEYED BY A REPRESENTATIVE OF OUR FIRM REFERENCING THE TEMPORARY BENCHMARK SHOWN ON FIGURE 1.
3. THESE LOGS ARE SUBJECT TO THE EXPLANATIONS, LIMITATIONS AND CONCLUSIONS IN THIS REPORT.
4. WC . INDICATES MOISTURE CONTENT (%).
DD . INDICATES DRY DENSITY (PCF).
SW . INDICATES SWELL WHEN WETTED UNDER OVERBURDEN PRESSURE (%).
-200 . INDICATES PASSING NO. 200 SIEVE (%).
LL . INDICATES LIQUID LIMIT.
PI . INDICATES PLASTICITY INDEX.
UC . INDICATES UNCONFINED COMPRESSIVE STRENGTH (PSF).
SS . INDICATES SOLUBLE SULFATE CONTENT (%).

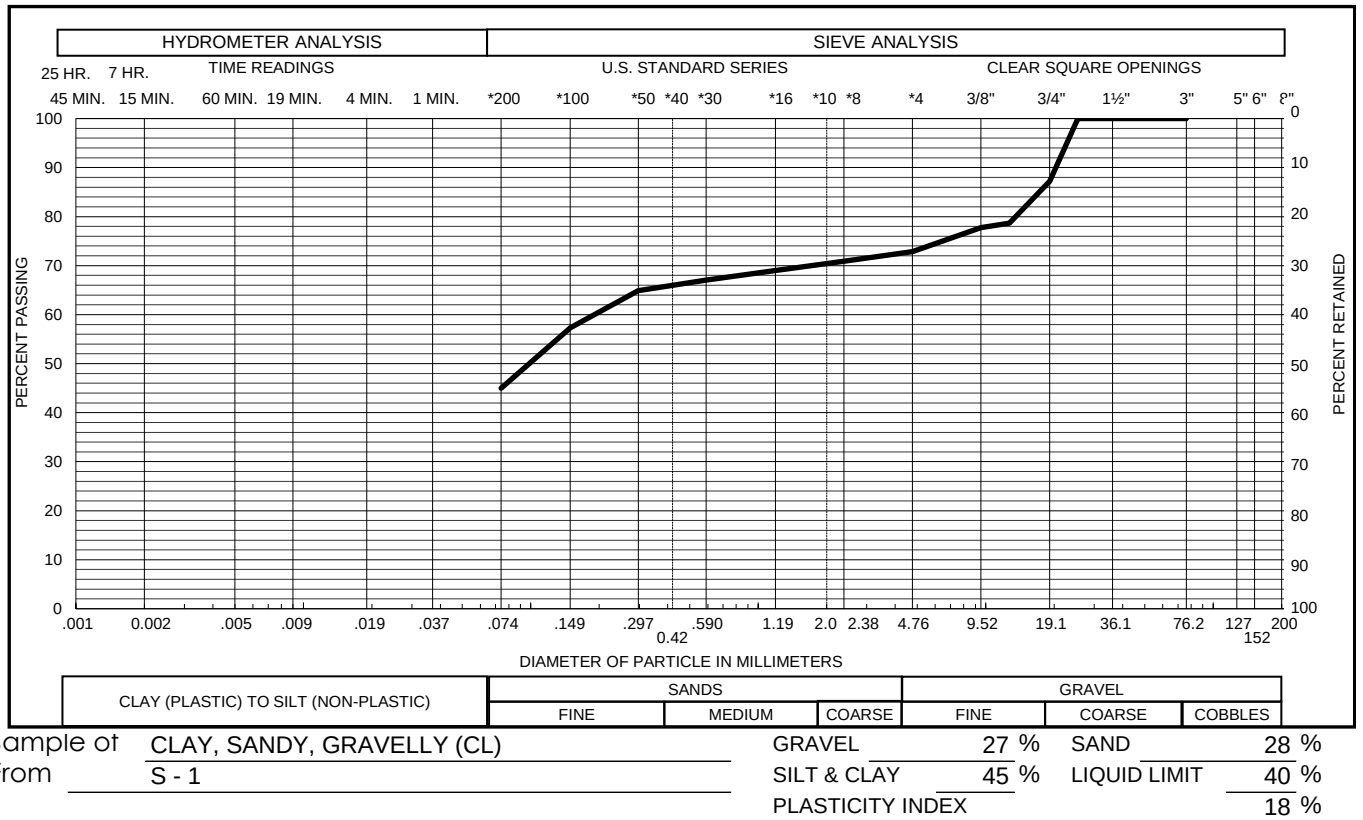


Sample Description TRACT F IMPORT SOIL

Location SAGE MEADOWS

Compaction Test Procedure ASTM D 698
METHOD B

LIQUID LIMIT 40 %
PLASTICITY INDEX 18 %
GRAVEL 27 %
SAND 28 %
SILT AND CLAY 45 %



MVR-2 Holdings

Tract F - Sage Meadows

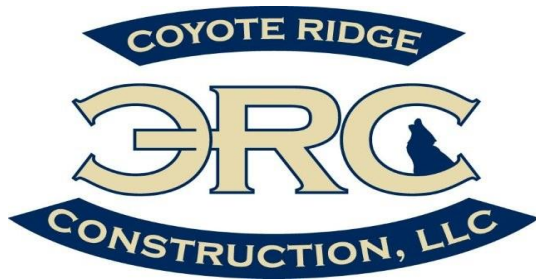
Paid as of 6/15/20

ITEM	VENDOR	AMOUNT
Attorney fees	Gast Johnson & Muffly	\$ 11,211.00
Engineering	Northern Engineering	\$ 62,385.00
Soil Testing	CTL Thompson	\$ 4,500.00
Dirt	49140 cubic yards @ \$4.00 each	\$ 196,560.00
Trucking	Coyote Ridge/Sage Farms	\$ 31,248.50
Trucking & Dirt	Guiliano	\$ 18,760.80

TOTAL (paid to-date) **\$ 324,665.30**

Coyote Ridge Bid Amount (attached) **\$ 471,393.05**

TOTAL COSTS **\$ 796,058.35**



Coyote Ridge Construction, LLC

6648 CR 56
Johnstown, Colorado 80534

Ken Baty/Bill Clarkin
(970) 685-1745/(970)685-2440

kbaty@crc-co.net
wclarkin@crc-co.net

6/16/2020

PROPOSAL:

Columbine Tract F

Please see the attached proposal to complete the above referenced project. Quotation is based on signed plans from Northern Engineering Services-not dated

The quoted price **includes** the following:

Labor, Equipment & Material, 25 Month Warranty with Town of Wellington.

The quoted price **excludes** the following:

Permits, licenses, development fees
Unstable Street/Parking Subgrade
Rock Excavation/Blasting, Muck or Frost Excavation
Underground Utility Conflicts and/or Relocation
Storm Water Management Inspections
Winter Protection
Flow or Flash Fill
Stabilization of Trench Bottom
Bond(s) and fees
Landscaping
Underdrain System (None Listed on Plans)

* Erosion Maintenance is only included during construction period*

Bid Summary		
Sitework Tract F	\$	202,168.60
Storm Sewer Tract F	\$	269,224.45
SUB TOTAL	\$	471,393.05

Acceptance of Proposal:

Developer/Owner

Date

Coyote Ridge Construction, LLC

Date

Prices are good for 30 days from date of quotation.

Columbine Phase Tract F

Sitework Tract F	Quantity	Unit	Grand Total Unit Price	Grand Total Price
Mobilization	1	LS	\$ 3,300.00	\$ 3,300.00
Sanitary Station & Dumpster	1	MTH	\$ 685.00	\$ 685.00
Surveying & As-Builts (Utilities through Pavement)	1	LS	\$ 11,900.00	\$ 11,900.00
Material Testing & Pavement Design (Utilities through Pavem	1	LS	\$ 15,500.00	\$ 15,500.00
Pond Grading Tract F	75000	CY	\$ 0.85	\$ 63,750.00
Fine Grading Tract F	490090	SF	\$ 0.04	\$ 19,603.60
Dewatering(Includes Set Up & Tear Down)	25	DY	\$ 1,600.00	\$ 40,000.00
Erosion Mob	1	LS	\$ 1,150.00	\$ 1,150.00
Silt Fence	2350	LF	\$ 2.00	\$ 4,700.00
Seeding	12	AC	\$ 3,100.00	\$ 37,200.00
Vehicle Tracking Pad	1	EA	\$ 2,850.00	\$ 2,850.00
Earth & Berm	1800	LF	\$ 0.85	\$ 1,530.00
				\$ 202,168.60

Storm Sewer Tract F	Quantity	Unit	Grand Total Unit Price	Grand Total Price
60" RCP	80	LF	\$ 290.00	\$ 23,200.00
42" RCP	336	LF	\$ 185.00	\$ 62,160.00
36" RCP	200	LF	\$ 135.00	\$ 27,000.00
30" RCP	100	LF	\$ 114.00	\$ 11,400.00
24" RCP	94	LF	\$ 95.30	\$ 8,958.20
30" RCP FES W/Toe Wall	1	EA	\$ 2,800.00	\$ 2,800.00
Concrete Headwalls	60	CY	\$ 540.00	\$ 32,400.00
Swale Grading	575	SY	\$ 23.75	\$ 13,656.25
Overflow Apron-Tract F	960	SY	\$ 55.00	\$ 52,800.00
Type L Buried Riprap-Tract F	102	SY	\$ 95.00	\$ 9,690.00
Type M Buried Riprap-Tract F	370	SY	\$ 68.00	\$ 25,160.00
				\$ 269,224.45

Allowance/Alternates	Quantity	Unit	Grand Total Unit Price	Grand Total Price
Import Of Additional Fill	25000	CY	\$ 5.35	\$ 133,750.00
Contingency(10%)	1	LS	\$ 45,000.00	\$ 45,000.00

Estimated Town Revenues Columbine Estates

Total Undeveloped Lots

138 lots

Property Tax \$ 290 \$ 40,020 (annual average at full build out)

Impact Fees	per home	Total
Water Tap	\$ 5,415	\$ 747,270
Raw Water	\$ 9,643	\$ 1,330,700
Sewer	\$ 7,500	\$ 1,035,000
Roads	\$ 1,660	\$ 229,080
Parks	\$ 1,000	\$ 138,000
Trails	\$ 450	\$ 62,100
Boxelder Stormwater	\$ 440	\$ 60,720
Town Stormwater	\$ 400	\$ 55,200
Library	\$ 250	\$ 34,500
SUBTOTAL		\$ 3,692,570

Average Valuation

\$ 280,000

Fee	per home	Total
Building Fee	\$ 2,002	\$ 60,773
Plan Review	\$ 601	\$ 18,232
Admin. Fee	\$ 200	\$ 27,624
Cost of Issuance	\$ 25	\$ 3,450
Building Use Tax	\$ 4,200	\$ 579,600
SUBTOTAL		\$ 689,679



Board of Trustees Meeting

Date: June 23, 2020
Submitted By: Cody Bird, Planning Director
Subject: Annexation Agreement for Poudre School District Subdivision

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

EXECUTIVE SUMMARY

The Town Board was presented with a draft annexation agreement and it was subsequently tabled to the June 23, 2020 meeting to allow coordination between Town staff and PSD staff. Town staff and PSD staff agree that the annexation agreement and development agreement should be reviewed and approved concurrently. Drafts of both the annexation agreement and the development agreement are being reviewed by PSD, and Town staff is awaiting comments. It is expected that additional revisions and review will be necessary for both parties. Staff recommends tabling consideration of this item to a later date to allow the annexation agreement and development agreement to be considered concurrently. The PSD Board does not meet in July, and therefore it may be advisable to table the item to August. PSD staff was in general agreement with this timeframe.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Move to table the annexation agreement to the August 11, 2020 Board meeting.

ATTACHMENTS

None

Board of Trustees Meeting

Date: June 23, 2020
Submitted By: Cody Bird, Planning Director
Subject: Ordinance No.13-2020 - Conditional Use Request for a CBD Oil Extraction Facility at 9102 Pieper Rd.

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

EXECUTIVE SUMMARY

- James R. Pieper is requesting conditional use approval to allow a resource extraction and processing establishment for extracting CBD oil from hemp on Lot 1, Pieper Minor Subdivision (9102 Pieper Rd.).
- The property is zoned I - Industrial District. Within the Industrial District, resource extraction operations require conditional use approval.
- The Planning Commission held a public hearing on June 1, 2020 to consider the conditional use. Following the public hearing and deliberations, the Planning Commission made a recommendation to approve the conditional use. The basis for the Planning Commission's recommendation is included in the "background / discussion" section of this report.
- When considering a conditional use, the Town Board may approve the conditional use, may approve the conditional use with conditions, or may deny the conditional use.
- Conditions of approval are recommended by the Planning Commission and Town staff. Proposed conditions are identified in the "background / discussion" section of this report.
- Approval of a conditional use requires adoption of an ordinance. A draft ordinance was prepared based on the recommendations of the Planning Commission and Town staff and is attached with this report. If the Town Board desires to approve the conditional use, the Board may require changes to the draft ordinance as determined necessary.

BACKGROUND / DISCUSSION

Section 16-7-30 of the Municipal Code provides review criteria for conditional uses. By recommending approval of the conditional use, the Planning Commission determined that the applicable review criteria have been satisfied, or can be satisfied by conditions of approval. Below is a summary of the findings of the Planning Commission:

1. Applicable provision of Chapter 16 (Zoning) and Chapter 17 (Subdivision Regulations) are satisfied or conditions of approval are recommended that would satisfy the regulations. No variance is being requested.
2. The proposed conditional use for a resource extraction and processing establishment may be found to be consistent with the Comprehensive Plan based on the following goals or policies:
 - "Develop a diverse, healthy and vibrant economy by encouraging businesses that add to the tax base and provide jobs for local residents."
 - "Industrial and Commercial uses should have good access to highways and railroads."
 - "Industrial uses should locate in close proximity to other industries. When industries are grouped together, there are fewer negative impacts on other land uses."

- "Encourage desirable industrial development -- non-polluting, supportive of the community, and whose presence will have a net positive impact on the Town of Wellington."
- 3. The property requesting the conditional use has adequate public services available to it, and approval of the conditional use will not result in a significant increase in demand for public services that cannot be accommodated with existing resources. Fire protection services will need to be addressed by adhering to adopted building and fire codes, including an approved automatic fire sprinkler system.
- 4. Approval of the proposed conditional use will not substantially alter the basic character of the Industrial District or of the Light Industrial District adjacent to the property. The existing building style and materials is compatible with existing surrounding buildings. All activities of the proposed conditional use are recommended to be within a completely enclosed building to mitigate potential adverse impacts to surrounding properties. Adverse impacts related to traffic, odors or other factors could jeopardize development or redevelopment of surrounding properties if not properly mitigated. Conditions of approval are proposed to mitigate potential adverse impacts.
- 5. Some concerns exist that daily truck traffic to and from the site may create negative traffic impacts on the private street and at the intersection of Washington Ave. and W First Street, the only entrance into the subdivision. The pedestrian path crossing at this intersection was also a potential concern. The Planning Commission largely considered the traffic impacts to be related to the overall subdivision and not a single use. Future subdivision approvals in the vicinity should consider a second access into the subdivision as well as improvements to the Washington Ave. and W First Street intersection.
- 6. The potential negative impacts associated with the conditional use have been or will be mitigated. Specific considerations are as follows:
 - Traffic - Truck traffic and deliveries to/from the site is expected to increase. As mentioned above, the increased traffic generates concerns at the intersection of Washington Ave. and W First Street, as well as at the pedestrian path crossing at this intersection.
 - Activity Levels - Activities associated with the proposed resource extraction business will be conducted within an enclosed building except for loading and unloading of raw materials and bi-products. No outdoor storage is proposed, and a condition of approval is recommended to restrict any outdoor storage.
 - Light - Lighting is not anticipated to be an applicable factor in the consideration of this request.
 - Noise - Noise is not expected to be an applicable factor in consideration of this request. Operations will be conducted within an enclosed building.
 - Odor - Odors associated with CBD oil extraction and hemp processing was cited as a significant concern. If odors are not properly mitigated, adjacent and surrounding properties could be less desirable for occupancy, development or redevelopment. The applicant agreed to provide additional information on the air filtration system proposed for the facility to mitigate odors. The air filtration system and odor mitigation is a recommended condition of approval.
 - Building Type, Style and Scale - The existing building is a 1-story metal building constructed in 2010. Modifications will be needed to meet building and fire code requirements if the use is approved. Modifications needed to meet the building and fire code requirements are not likely to significantly alter the exterior appearance of the building.
 - Hours of Operation - Hours of operation are identified as being 6am to 9:30pm. This is not expected to be a significant factor in the consideration of this request.
 - Dust - Portions of a drive aisle and areas east of the building are surfaced with compacted

gravel, which will require ongoing maintenance to control weeds, trash, debris and dust. Dust control measures may be required by Town officials if dust becomes a problem.

- Erosion Control - Erosion Control is not expected to become a significant factor for the proposed use. There is an existing stormwater detention pond on site that the owner is responsible for ongoing maintenance.
- 7. If the conditional use is approved, the operator of the facility is required to continuously maintain any current or future required license(s) related to hemp processing. If the use is approved, modifications to the building will require a Town building permit as well as Wellington Fire Protection District building permit. Separate automatic fire sprinkler system permit and fire alarm permit are required by Wellington Fire Protection District. All required building permits are subject to plan review and inspections. No floor drains will be allowed to connect to the public sanitary sewer system, and an on-site inspection by Town Public Works is required before the facility begins operations. A Town business license is required and must be renewed annually.

Based upon the above factors and considerations, if the conditional use is approved, it is recommended that conditions of approval be attached as provided in the draft ordinance.

STAFF RECOMMENDATION

Move to adopt an ordinance approving the conditional use to allow a resource extraction and processing establishment for the extraction of CBD oil from hemp on Lot 1, Pieper Minor Subdivision, subject to conditions.

ATTACHMENTS

1. Ordinance 13-2020
2. Location Map
3. Project Narrative
4. Process Design
5. Site Plans
6. Building Code Analysis
7. Engineering Comments
8. Fire District Comments

ORDINANCE NO. 13-2020

AN ORDINANCE RELATING TO CONDITIONAL USE APPROVAL OF A RESOURCE EXTRACTION AND PROCESSING ESTABLISHMENT FOR EXTRACTING CBD OIL FROM HEMP WITHIN THE INDUSTRIAL ZONING DISTRICT ON LOT 1, PIEPER MINOR SUBDIVISION LOCATED IN THE TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO.

WHEREAS, James R. Pieper, 2424 Newport Ct., Fort Collins, CO 80576 is requesting Conditional Use approval to allow a resource extraction and processing establishment for extracting CBD oil from hemp on Lot 1, Pieper Minor Subdivision; and

WHEREAS, the property is zoned I - Industrial District; and

WHEREAS, resource extraction and processing establishments require conditional use approval within the I - Industrial District; and

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

WHEREAS, the Planning Commission by motion and vote on June 1, 2020 recommended approval of the conditional use for a CBD oil extraction and processing establishment, subject to conditions; and

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

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

SECTION 1: The conditional use of the property at Lot 1, Pieper Minor Subdivision for use as a resource extraction and processing establishment for extracting CBD oil from hemp is hereby approved with the following conditions:

- a) Extraction processing is limited to hemp and will not be used for processing marijuana or any other controlled substance;
- b) No outdoor storage is permitted and all activities and storage involved in the use must be conducted within a completely enclosed structure, except for loading and unloading;
- c) An air filtration system must be installed and continually maintained to substantially reduce or eliminate odors resulting from the extraction and processing activities;
- d) Application for a building permit for commercial tenant finish, including plan review and inspections by the Town and Wellington Fire Protection District;
- e) Compliance with the 2018 International Building Code (IBC) and the 2018 International Fire Code (IFC), with amendments as adopted by Ordinance No. 5-2019 of the Town of Wellington;

- f) Compliance with the 2018 International Fire Code (IFC) as adopted by Resolution 2019-02 of the Wellington Fire Protection District, including applicable permits and inspections;
- g) No addition or expansion of the use, building or outdoor areas will occur without further conditional use approvals;
- h) Maintenance of all outdoor areas to be kept free of weeds, trash, debris and dust, including dust control measures if required;
- i) The conditional use approval shall terminate upon a change of ownership of the business, including a change of the ownership of 50% or more of the ownership entity, provided however that the Town may approve extensions of the conditional use approval to new owners upon application to the Town;
- j) The conditional use approval shall terminate upon an abandonment of the use or a change in use for a period of six (6) months.

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

SECTION 3: Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.

SECTION 4: Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

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

Troy Hamman, Mayor

ATTEST:

Kelly Houghteling, Interim Town Administrator

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

APPROVED AS TO FORM

March and Olive, LLC
Town Attorney

By: _____
J. Brad March

Location Map

9102 Pieper Road



Elution LLC proposed use of 9102 Pieper Rd. Wellington, CO 80549.

Extraction process explanation (please refer to Evolved extractions Process Flow Diagram provided)

The facility we intend to build is a hemp (*Cannabis sativa* with THC below 0.3%) extraction lab. The extraction product will be CBD “crude” oil.

The facility will use a closed loop cryogenic ethanol extraction method. The temperature range for cryogenic extraction is -40C to -50C. “Closed loop” refers to the process not being open to air, instead it is contained in a sealed system. This greatly reduces the possibility of fumes entering the extraction lab.

The process starts with ethanol being chilled in 2, 150-liter tanks to the required -40C (~20 minutes). Next, ~40 pounds ground and dried high CBD hemp biomass will be placed in the centrifuge in a filter basket, then the centrifuge will be closed and sealed for extraction. After sealing the centrifuge, 4 liters of ethanol per pound will be transferred via sealed piping from the first 150-liter chilling tank (emptying it). The CBD extraction will take ~15 minutes, and then a 5-minute 1000 rpm spin will remove 98%+ of the ethanol CBD extract from the spent hemp material. This ethanol and CBD solution will then be moved to the chilling tank to be chilled to -40C again, to be used twice more. One volume of 150 liters of ethanol can extract three 40 pound lots of hemp before moving to filtration and finally solvent recovery to separate the CBD oil from the ethanol.

Next, the centrifuge will be opened and spent hemp biomass will be removed to a drying rack with ventilation where the remaining trace amount of ethanol will be removed from the spent hemp biomass. After the 150 liters of ethanol has been used on three 40 pound lots of hemp it will then move to filtration and then on to the ethanol recovery system.

The recovery system is a large sealed temperature-controlled boiler that will boil off and recover the ethanol leaving the CBD extract behind. Our goal is to have no residual ethanol in our product. We will verify this by in house testing, and regular third-party verification.

Volumes of ethanol through the whole system: The entire system running at full capacity will contain a maximum of 470 gallons of ethanol in a closed loop. There are the 2 chilling tanks at 40 gallons each, the centrifuge at 40 gallons, 3-4 winterization tanks at 40 gallons each. We will also have 2 additional back-up tanks that will only be used if we need to evacuate a portion of the system for possible maintenance. Finally, the ethanol recovery unit has a 110-gallon capacity.

We hope to recycle as much ethanol as possible so there will be very little escaping the system.

We also hope to store 1 weeks’ worth of hemp biomass inside the building. This is approximately 8000 pounds of hemp or 16 4’x4’x4 super sacks.

Now I will address each of the points in the permit.

a. Traffic;

We will have 2 shifts of 8.5 hours each day. For each shift there will be 2 technicians and 1 supervisor. In addition, there will be an office worker during one of these shifts. So, one shift with 4 employees and the other with 3. We will also have 1 delivery of hemp biomass per day in a box truck. This is not a retail

location so there will not be that sort of traffic. Although, it is likely wholesale customers will be touring and picking up adding an additional possibility of one more car in and out per day.

b. Activity levels;

All activities will be done inside the building. The only outside activity will be the loading and unloading of one truck per day. This will be accomplished with a forklift and should be 30 minutes of activity per day.

c. Light;

We will have normal exterior light on the location no increase is required.

d. Noise;

The noise of the system will be entirely contained in the building. The only exterior noise would be the loading and unloading of trucks.

e. Odor;

The process is not particularly odiferous but, all potential odors will be contained in the building through charcoal filtration on all ventilation systems.

f. Building type, style and scale;

Existing property to be modified for our use.

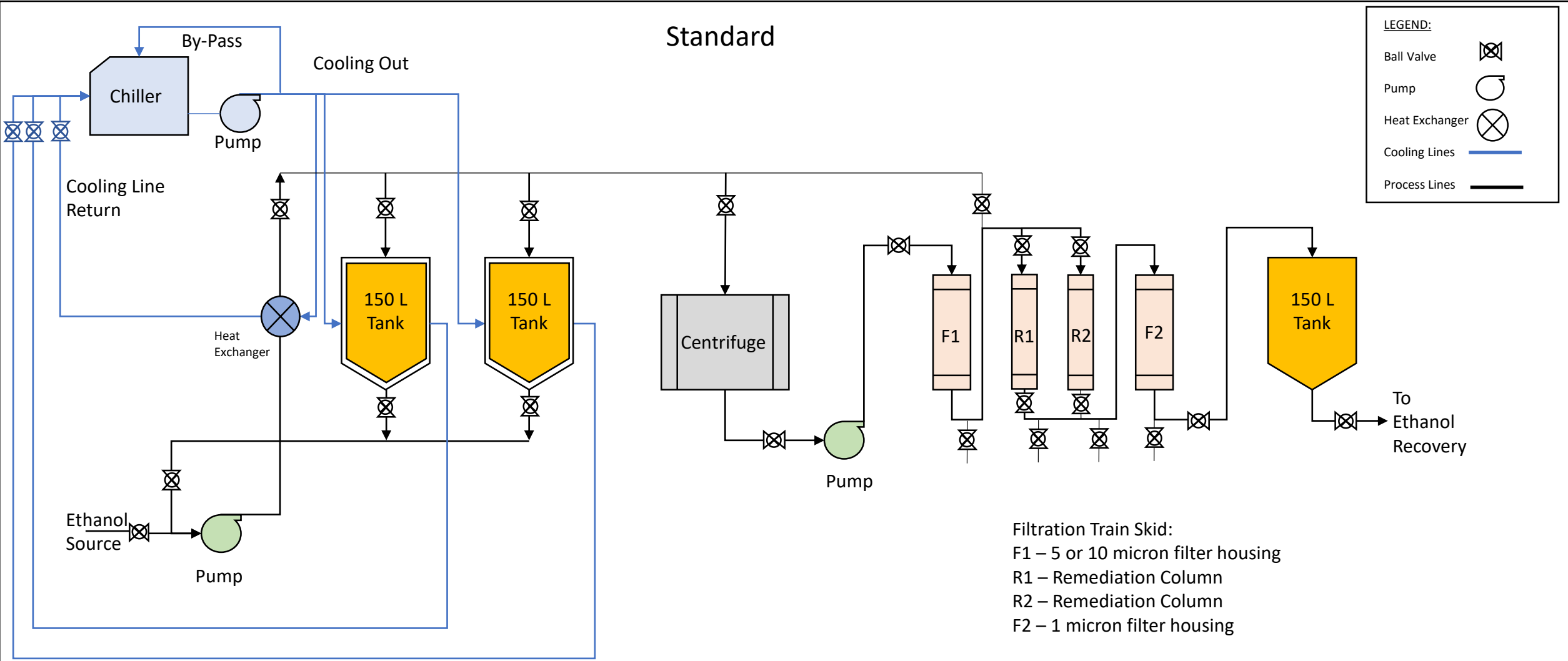
g. Hours of operation;

Our intention is to operate 2 shifts: 6 am to 2:30 and 1 to 9:30. The overlap at shift change will allow a smooth transition for the process.

h. Dust; and Erosion control

We do not anticipate any dust accumulation, and any dust produced will be contained in the building. We will not be using the outside property for anything so will not disturb the soil outside.

Standard



Revision Notes:



Process Flow Diagram

Project: EV-MASS CRYO STANDARD SOLUTION

Design Number: EV-MASS-D150-CS30-FRS22P-STD

Revision: V1.00

Revision Date: 31 July 2019

Prepared By: QFL

Approved By:



NW CORNER LOOKING EAST



NE CORNER LOOKING WEST



FRONT (WEST) ELEVATION



VIEW OF SE CORNER



BACK (EAST) ELEVATION



VIEW OF NE CORNER

No	Description	Date

CODE INFORMATION

SITE LOCATION: 9102 PIEPER RD
WELLINGTON, CO 80549

LEGAL DESCRIPTION: LOT 1, PIEPER MINOR SUBDIVISION,
CITY OF WELLINGTON, COUNTY OF
LARIMER, STATE OF COLORADO.

PROJECT DESCRIPTION: PROJECT IS A CHANGE OF USE FROM A
CHICKEN PROCESSING PLAN TO A HEMP
EXTRACTION FACILITY UTILIZING ETHANOL
EXTRACTION.

CHANGE IN USE: POULTRY SLAUGHTERING TO HEMP
EXTRACTION

GOVERNIGN CODES: TOWN OF WELLINGTON, LARIMER COUNTY
COLORADO
2018 IBC, IEBC, IECC, IMC, IPC
2017 NEC
2009 ANSI A117.1 ADA GUIDELINES

ZONING: I-INDUSTRIAL DISTRICT

OCCUPANCY: F-1, H-3,

CONSTRUCTION TYPE: VB
COMBUSTIBLE MATERIALS ALLOWED WITH NO
FIRE-RESISTANCE RATINGS PER TABLE 601

LOT AREA: 43,560.66 SF

BUILDING AREA: 5,088 SF
1,794 SF H-3
3,294 SF F-1

HAZARDOUS MAT: 470 GALLONS ETHANOL IN CLOSED LOOP
EXTRACTION
8,000 LBS HEMP BIOMASS IN STORAGE (OR 16
SUPER SACKS EQUALING 64 CUBIC FT EACH)

PER IBC TABLE 307.1(1): LOOSE HEMP IS
CLASSIFIED AS A COMBUSTIBLE FIBER WITH **100**

CUBIC FEET ALLOWED IN STORAGE AND FOR USE IN CLOSED SYSTEMS. PER FOOTNOTE (B), THE AGGREGATE QUANTITY IN USE AND STORAGE SHALL NOT EXCEED THE QUANTITY LISTED FOR STORAGE. THERE WILL BE 1,024 CU. FT. OF HEMP IN STORAGE AND 40 LBS IN USE. EXCEEDING MAXIMUM ALLOWABLE QUANTITY TRANSFERS THIS AREA TO A **H-3 HIGH HAZARD OCCUPANCY**.

PER IBC TABLE 307.1(1): ETHANOL IS CLASSIFIED AS A CLASS IB FLAMMABLE LIQUID WITH **120 GALLONS** ALLOWED IN STORAGE AND FOR USE IN CLOSED SYSTEMS. PER FOOTNOTE (D), MAXIMUM ALLOWABLE QUANTITIES SHALL BE INCREASED 100% IN BUILDING EQUIPMENT THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1. PER FOOTNOTE (E), MAXIMUM ALLOWABLE QUANTITIES SHALL BE INCREASED 100% WHEN STORED IN APPROVED STORAGE CABINETS, DAY BOXES, GAS CABINETS, GAS ROOMS, OR EXHAUSTED ENCLOSURES. WHEN NOTES D & E BOTH APPLY, THE INCREASE SHALL BE APPLIED ACCUMULATIVELY. TOTAL AMOUNT OF ETHANOL ALLOWED IS 480 GALLONS. TOTAL ETHANOL USED IN CLOSED LOOP SYSTEM IS 470 GALLONS. THIS QUANTITY IS OVER THE AMOUNT ALLOWED FOR CLOSED LOOP SYSTEMS AND THEREFORE TRANSFERS EXTRACTION FROM F-1 TO H-3 HIGH HAZARD OCCUPANCY.

PER 414.3: ROOMS IN WHICH COMBUSTIBLE OR FLAMMABLE LIQUIDS ARE STORED OR USED SHALL BE MECHANICALLY VENTILLATED.

Per 414.5.1.: EXPLOSION CONTROL SHALL BE PROVIDED AS REQUIRED BY TABLE 414.5.1. WHERE MAXIMUM ALLOWABLE QUANTITIES EXCEED THOSE ALLOWABLE IN TABLE 307.1(1). BOTH COMBUSTIBLE FIBER AND FLAMMABLE LIQUID ROOMS SHALL BE REQUIRED TO

PROVIDE DEFLAGRATION VENTING OR PREVENTION SYSTEMS.

PER 415.3: GROUP H OCCUPANCIES SHALL BE PROVIDED WITH AN AUTOMATIC FIRE DETECTION SYSTEM AND AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 907.2 AND 903.2.5 REPECTIVELY.

PER 414.4: GROUP H OCCUPANCIES SHALL BE PROVIDED WITH EMERGENCY ALARMS FOR DETECTION AND NOTIFICATION.

ETHANOL AND HEMP STORAGE ROOMS SHALL HAVE NOT LESS THAN 25% OF THEIR PERIMETER WALLS AS EXTERIOR WALL. 65% OF THE HEMP STORAGE ROOM IS EXTERIOR WALL, AND 50% OF THE ETHANOL EXTRACTION ROOM IS EXTERIOR WALL.

BUILDING HEIGHT: MAX ALLOWABLE HEIGHT = 40'-0"
MAX BUILDING HEIGHT = 18'-0"

OF STORIES: 1 LEVEL ABOVE GRADE

BUILDING AREA: ALLOWABLE BUILDING AREA TYPE VB
F-1 (S1) = 34,000 SF
H-2 (S1) = 5,000 SF

PER 508.4.2 THE BUILDING AREA SHALL BE SUCH THAT THE SUM OF THE RATIOS OF THE ACTUAL BUILDING AREA OF EACH SEPARATED OCCUPANCY DIVIDED BY THE ALLOWABLE BUILDING AREA OF EACH SEPARATED OCCUPANCY SHALL NOT EXCEED 1.

$$F-1: 3,294 / 34,000 = 0.10$$

$$H-3: 1,794 / 5,000 = 0.36$$

$$TOTAL: 0.46 < 1.0 \text{ OKAY}$$

SEPARATED OCCUPANCIES: 1-HR RATED SEPARATION WALL REQUIRED BETWEEN F-1 AND H-3 OCCUPANCIES IN SPRINKLERED BUILDINGS PER TABLE 508.4.

PER TABLE 707.3.10, FIRE-RESISTANCE RATING
REQUIRED BETWEEN FIRE AREAS FOR AN H-3
OCCUPANCY IS 3-HOURS. 2-HOUR FOR F-1.

FIRE PROTECTION: BUILDING WILL BE FULLY SPRINKLED AND
EQUIPPED WITH A FIRE ALARM SYSTEM

PER 901.6.4: SUPERVISION AND MONITORING
OF EMERGENCY ALARM, DETECTION, AND
AUTOMATIC FIRE-EXTINGUISHING SYSTEMS IN
GROUP H OCCUPANCIES.

OCCUPANCY: F-1: 3,294 SF / 100 OLF = 32.94
H-3: 1,794 SF / 200 OLF = 8.97
TOTAL OCCUPANTS = 42

PER TABLE 707.3.10, FIRE-RESISTANCE RATING
REQUIRED BETWEEN FIRE AREAS FOR AN H-3
OCCUPANCY IS 3-HOURS. 2-HOUR FOR F-1.

EGRESS: EGRESS PATH WIDTH: $42 \times 0.2" = 8.4"$
MINIMUM EGRESS PATH PROV. = 36"

MAXIMUM COMMON PATH OF TRAVEL FOR F-1
OCCUPANCY = 100' FOR SPRINKLED BUILDINGS.
25' FOR H-3

MAX EXIT ACCESS: H-3 = 150'
F01 = 250'

PER 1016.2: EGRESS IS ALLOWED THROUGH
INTERVENING SPACES OF EQUAL OR LESSER
HAZARD.

RESTROOM TABULATION:

42 OCCUPANTS TOTAL	RATIO	WC MEN	WC WOM	LAB
42 F-1: 21 MEN	1/100, 1/100	0.42	0.42	0.42
TOTAL REQUIRED:		1	1	2

Required Upgrades to Building

1. Upgrade and add interior perimeter walls around H-3 occupancies to obtain fire rating required in code study above.
2. Fill in northern garage door for security.
3. Add man door to front parking lot from combustible fiber storage.
4. Fill in various exterior wall penetrations from ducting and louvers by previous owner.
5. Add trash enclosure.



Date: May 11, 2020

Attention: Cody Bird

Reference: Conditional use at 9102 Pieper Rd., Wellington CO., 80549

Pieper Enterprises LLC.

C/O J.R. Pieper

2424 Newport Ct.

Ft. Collins, CO.

80526

The Town engineering is department is receipt of conditional use plans for the above-mentioned address. The submittal was received on May 1, 2020 and contained 11 documents. The Town engineering staff has reviewed the appropriate plans and reports and have provided the following comments and recommendations.

Site Plans

- There appears to be a new gravel drive isle that will lead to the back of the building. Provide spot elevations and proposed slopes to construction drawings. Provide information on existing drainage patterns that will be affected this proposed drive isle. This work shall be performed by a qualified licensed professional engineer.
- Provide waterline design to provide a sprinkler connection to the existing building. This work shall be performed by a qualified licensed professional engineer.
- For the intended use of the facility. No floor drains can be connected to the public sanitary sewer system.
- See the attached documents for additional comments.

Wastewater Questionnaire

- After the facility is up and operational, Michael Carrano the Operator in Responsible Charge for the Town, will need to conduct an onsite inspection.

In conclusion, we understand that you may have some questions regarding these comments. Please let me know if you would like to discuss them in person.

Regards,

TOWN OF WELLINGTON

Vincent J. Gentry

Engineering Technician III,

Phone: (970) 568-0447

Email: gentryvj@wellingtoncolorado.gov

Copied: Bob Gowing, Michael Carrano

Attachment:

Please see the below notes/comments regarding a review of the extraction facility.

- 2018 IFC adopted by the Town of Wellington and WFPD in 2019 by Resolution.
- Group H3 - Sprinklered - The building will be required to be sprinklered for plans that have been submitted. A sprinkler system plan and a permit/plan must be submitted separately for processing before building can be occupied or operational.
- ***Annual Operational Permit required per IFC 105.6.7 Combustible Fiber and 105.6.38 Plant extraction systems.***
- Allowable Quantities
 - Combustible Fiber - Storage Max*100/loose & 1000/baled
 - Class 1B Ethanol - Lab space** - 240 gal
 - + Storage Cabinet - 240 gal
 - = Total max allowable amount per space 480 gal* 5003.1(1)de

*per area must meet the condition of 5003.1(1)de

- Stored Hemp - 64 cubic feet (allowable amount per submitted plans)
- Odor IMC 403.3 (no comment)
- Egress doors shall be readily openable from the egress side without the use of key or special knowledge or effort.
 - - review means of Egress - ex: security considerations (1010.1.9.8; 1008.1.4.4 1010.1.9.7)
- ***Plans exceed the maximum allowable amount of hemp for drying is 100/cu.ft.***
- Trash requirements are met but should use caution for allowable quantities of disposal

Areas that need further review:

1. Security (Egress, Fire Protection System, etc.)
2. Control Area
3. Ventilation to meet code requirements listed in 403.3
4. Exhaust Discharge to meet code requirements listed in 501.2.1
5. Explosion Control
6. Sprinkler and Fire Protection Plan
7. UL verified equipment
8. Hazards Material Storing and Handling

Areas of concern based on plans submitted

1. ***Plans should reference*** "2018 IFC adopted by the Town of Wellington and WFPD in 2019 by Resolution."
2. ***Clarification needed. Plans exceed the maximum allowable amount of hemp for drying. The plans ref 120 lbs and the allowable amount is 100/cu.ft.***

3. *Annual Operational Permit required per IFC 105.6.7 Combustible Fiber and 105.6.38 Plant extraction systems.*
4. *I would respectfully request they submit notes or we tour the facility to review the "Areas that need further review"*





Board of Trustees Meeting

Date: June 23, 2020

Submitted By:

Subject: Resolution 22- 2020: Road Closure for 4th of July

EXECUTIVE SUMMARY

Due to the 4th of July Firework Show, staff is requesting the road closure between Sixth Street from Washington Avenue and Grant Avenue from 6:00 a.m. to 11:00 p.m. and no parking on 6th Street between Grant Avenue and Cleveland Avenue.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. RESOLUTION 22-2020

RESOLUTION 22- 2020

**A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF PORTIONS OF SIXTH STREET
WITHIN THE TOWN OF WELLINGTON DURING THE ANNUAL "FOURTH OF JULY FIREWORK
SHOW" ON JULY 4, 2020**

WHEREAS, the Wellington Community Activities Commission is conducting the Fourth of July Firework Show for the residents of the Town of Wellington; 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 the street at the time specified; Sixth Street from Washington Avenue and Grant Avenue from 6:00 a.m. to 11:00 p.m. and no parking on 6th Street between Grant Avenue and Cleveland Avenue.

INTRODUCED, PASSED AND ADOPTED THE 23th DAY OF JUNE 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,
Interim Town Administrator**

Board of Trustees Meeting

Date: June 23, 2020
Submitted By: Kelly Houghteling, Interim Town Administrator
Memorandum of Understanding Related to Distribution of Cares Act Funds
Subject:

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

EXECUTIVE SUMMARY

On May 18, 2020, Governor Polis signed Executive Order D2020 070, the CARES Act, to establish the Coronavirus Relief fund. Through the Department of Local Affairs (DOLA) this fund will reimburse costs to Counties, Municipalities and Special Districts for:

1. necessary expenditures incurred due to the COVID-19 public health emergency (COVID-19 emergency);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Timeframes

Funding Period: March 1, 2020 - December 30, 2020

Opt-in Period: June 3 through July 7, 2020. The MOU must be signed by June 30, by all parties in the County.

BACKGROUND / DISCUSSION

The State of Colorado is appropriating \$30,617,332.00 of CARES Act funding to Larimer County local governments to reimburse these unbudgeted expenses through the Department of Local Affairs ("DOLA").

All parties recognize that it is in the best interest of the Larimer County community to work cooperatively to ensure that all of the Larimer County allocation is applied to the benefit of Larimer County residents rather than allowing the funds to remain unspent and revert to the state-wide reserve fund pool for reallocation elsewhere in the state.

STAFF RECOMMENDATION

Staff recommends approving the Memorandum of Understanding, thus allowing the Town to receive CARE Act funding in the amount of \$552,720.

ATTACHMENTS

1. 2020-DOLA MOU Cares Act FINAL

MEMORANDUM OF UNDERSTANDING RELATED TO DISTRIBUTION OF CARES ACT FUNDS

This Memorandum of Understanding for Funding related to the distribution of CARES Act Title V funds (“Agreement”) is made and effective on June 30, 2020, by and among the Board of County Commissioners of Larimer County, Colorado (referred to as “County”), and the City of Fort Collins, Colorado, the City of Loveland, Colorado, the Town of Estes Park, Colorado, the Town of Timnath, Colorado, the Town of Berthoud, Colorado, the Town of Windsor, Colorado, the Town of Wellington, Colorado, and the Town of Johnstown, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). (The County and Municipalities will jointly be referred to as the “Parties.”)

I. RECITALS

- A. The novel coronavirus referred to as COVID-19 has been declared a worldwide pandemic. National, state, and local emergencies have been declared as a result of COVID-19.
- B. All of the Parties, as local governmental entities, have expended significant effort and funds to protect the community from the impacts of COVID-19 and to slow its spread.
- C. Efforts to slow the spread and protect the community are ongoing and will require continued time and funding. Recovery efforts are also ongoing and will require the additional expenditure of time and funds.
- D. The emergence and rapid spread of COVID-19 was unexpected and unable to be predicted. Therefore, local governments could not have adequately budgeted for such expenses.
- E. The State of Colorado is appropriating \$30,617,332.00 of CARES Act funding to Larimer County local governments to reimburse these unbudgeted expenses through the Department of Local Affairs (“DOLA”).
- F. The State of Colorado has designated DOLA as the fiscal agent for the funding which will be administered as a reimbursement program following eligibility verification performed by DOLA for the expenses.
- G. All parties recognize that it is in the best interest of the Larimer County community to work cooperatively to ensure that all of the Larimer County allocation is applied to the benefit of Larimer County residents rather than allowing the funds to remain unspent and revert to the state-wide reserve fund pool for reallocation elsewhere in the state.
- H. The criteria for eligibility will be as prescribed in the CARES Act and rules which may be revised from time to time
- I. The Parties wish to agree on how to divide the appropriated funds for the good of the community.
- J. The Parties have a successful track record of working together for the benefit of the community.

- K. County and Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, and pursuant to their home-rule authority, as applicable, to enter into agreements for the purpose of providing any service or performing any function which they can perform individually.

II. CONSIDERATION

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, the County and Municipalities each agree as follows.

III. TERMS AND CONDITIONS

- A. Commencing as of the date set forth above and continuing until such time as the CARES Act funding allocated hereunder either has been fully disbursed to the Parties by DOLA or has reverted to the state-wide reserve fund pool for reallocation, the Parties agree to the following in relation to the CARES Act funds.
- B. The obligations of the County and Municipalities to commit or expend funds are subject to and conditioned on the receipt of the CARES Act funds.
- C. The funds will be distributed among the parties as outlined in Exhibit A, which is attached hereto and incorporated herein. Exhibit A contains the total estimated current and projected expenses by each unit of local government in order to establish intended “drawdown” of funds.
- D. Each Party is individually responsible for completing all activities necessary to become eligible to receive reimbursement from the CARES Act funds, including “opting in” to establish an account in the DOLA system for administering CARES Act funds. If a Party fails to complete such necessary activities, such Party may not be eligible for distribution of the funds.
- E. Each Party, at its sole discretion, may use the funds allocated to it in any manner appropriate under the CARES Act as administered by DOLA and assumes responsibility for ensuring the funds are only used for eligible expenses as determined by DOLA under the CARES Act criteria.
- F. Each Party will assume responsibility for covering its own costs until such time as reimbursement is received from DOLA and assumes its own risk that such reimbursement may not occur. No Party will have any expectation that other Parties to this Agreement will be providing any CARES act funds to another. Each party is liable for its own spending.

- G. Any parties may seek partners on projects eligible for CARES Act reimbursement, whether or not from among the other Parties to this Agreement. Any party may seek to reallocate its funds to or from another eligible CARES Act participant as part of a separate cooperative agreement. No Party is under any obligation to participate in any such cooperative projects.
- H. Each Party, as a subrecipient of CARES Act funds, which are deemed federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507), is responsible for ensuring compliance with respect to all applicable provisions of federal and state regulations and standards as it applies to the CARES Act, including, but not limited to, the Uniform Guidance (2 C.F.R. Part 200) and Catalog of Federal Domestic Assistance (CFDA) 21.019, which at effective date of MOU among parties is pending completion of registration. Should any portion of funds awarded/allocated to a Party be de-obligated pursuant to failure to comply with applicable federal and/or state requirements as they apply to the CARES Act, any re-payment of funds to the federal and/or state agency requesting repayment is the responsibility of the Party from which award/allotment amount was originally allocated.
- I. The parties will confer in early September 2020 to share information about the progress of each Party's application of the funds to beneficial use in the community and to consider an adjustment to the allocations in the event a Party does not reasonably expect to utilize all of that Party's allocated funds.
- J. Each Party will keep an appropriate accounting of the expenditure of funds sufficient to meet the needs of DOLA and their own accounting practices, and any other applicable CARES Act requirements.
- K. This Agreement is to be construed according to its fair meaning and as if prepared by all parties hereto and is deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties hereto.
- L. This Agreement cannot be modified except in writing signed by all Parties.
- M. This Agreement will be governed by and its terms construed under the laws of the State of Colorado. Venue for any action shall be in Larimer County, State of Colorado.

- N. Nothing contained herein is deemed or should be construed by the Parties or by any third party as creating the relationship of principle and agent, a partnership or a joint venture between the Parties, or an employment relationship between the Parties.
- O. This Agreement is made for the sole and exclusive benefit of County and Municipalities, their successors and assigns, and it is not made for the benefit of any third party.
- P. If any term or condition of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition, will not in any way affect any of the other terms or conditions of this Agreement, provided that the invalidity of any such term or condition does not materially prejudice any Party in their respective rights and obligations under the valid terms and conditions of this Agreement.
- Q. No Party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, rights, rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.
- R. Notification to Parties to this Agreement shall be made to the U.S. mail addresses or to the electronic email addresses listed on Exhibit B.
- S. This Agreement may be signed by the Parties in counterpart.

BOARD OF COUNTY COMMISSIONERS OF
LARIMER COUNTY, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

County Attorney

CITY OF FORT COLLINS, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

City Attorney

CITY OF LOVELAND, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

City Attorney

TOWN OF ESTES PARK

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF TIMNATH, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF BERTHOUD, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF WINDSOR, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF WELLINGTON, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF JOHNSTOWN, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

EXHIBIT “A”

Party	% of Allocation	Allocation Amount
Larimer County, Colorado	50.00%	\$15,308,666
City of Fort Collins, Colorado	29.45%	\$9,015,692
City of Loveland, Colorado	13.64%	\$4,177,151
Town of Berthoud, Colorado	1.55%	\$475,349
Town of Estes Park, Colorado	1.11%	\$340,307
Town of Johnstown, Colorado	0.26%	\$79,913
Town of Timnath, Colorado	0.86%	\$262,512
Town of Windsor, Colorado	1.32%	\$405,021
Town of Wellington, Colorado	1.81%	\$552,720
TOTAL	100.00%	\$30,617,332

EXHIBIT “B”

To County:

County Manager
Larimer County, Colorado
P.O. Box 1190
Fort Collins, CO 80522
Email: hoffmalc@co.larimer.co.us

To Fort Collins:

City Manager
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522
Email: datteberry@fcgov.com

With copy to:

City Attorney
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522

To Loveland:

City Manager
City of Loveland
500 East 3rd Street, Suite 330
Loveland, CO 80537
Email: steve.adams@cityofloveland.org

With copy to:

City Attorney
City of Loveland
500 East 3rd Street, Suite 330
Loveland, CO 80537

To Estes Park:

Town Administrator
P.O. Box 1200
Estes Park, CO 80517
Email: tmachalek@estes.org

To Timnath:

Town Manager
4800 Goodman Street
Timnath, CO 80547
Email: wlavanchy@timnathgov.com

To Berthoud:

Town Administrator
P.O. Box 1229
Berthoud, CO 80513
Email: ckirk@berthoud.org

To Windsor:

Town Manager
301 Walnut Street
Windsor, CO 80550
Email: shale@windsorgov.com

To Wellington:

The Town of Wellington
3735 Cleveland Avenue
P.O. Box 127
Wellington, CO 80549
Email: houghtkm@wellingtoncolorado.gov

With copy to:

March, Olive and Pharris, LLC
Attn: Brad March
1312 S. College Ave.
Fort Collins, CO 80524

To Johnstown:

Town Manager
450 S. Parish Ave.
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

Board of Trustees Meeting

Date: June 23, 2020
Submitted By: Tyler Sexton, Finance Director
Resolution 23- 2020: Budget Amendments
Subject:

- **Staff Presentation: Tyler Sexton, Interim Finance Director**

EXECUTIVE SUMMARY

Timing difference from when the budget was prepared and when the invoices/payments were actually sent out. This will allow the 2020 budget to reflect necessary funding for 2019 approved CIP projects.

BACKGROUND / DISCUSSION

During the 2020 budget preparation process, finance estimated year-end balances for CIP projects. This would allow us to estimate the needed funding for projects that cross multiple years. Due to timing and invoicing of these projects funds were not properly allocated in the 2020 budget.

STAFF RECOMMENDATION

Approve resolution 23-2020.

ATTACHMENTS

1. Budget Amendment - Budget Rollover - Shop Improvements, Comprehensive Plan, Water Rate Study, WWTP Landscaping - updated (1)
2. Roll over - Update

RESOLUTION TO APPROPRIATE SUMS OF MONEY

(Pursuant to Section 29-1-108, C.R.S.)

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE GENERAL FUND, WATER FUND, SEWER FUND, AND CAPITAL PROJECTS FUND IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE TOWN OF WELLINGTON, COLORADO, AMENDING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2020.

WHEREAS, the Board of Trustees of the Town of Wellington has adopted the annual budget in accordance with the Local Government Budget Law, on December 10, 2019; and

WHEREAS, the Town of Wellington has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Town of Wellington.

NOW, THEREFORE, BE IT RESOLVED/ORDAINED BY THE BOARD OF TRUSTEE OF THE TOWN OF WELLINGTON, COLORADO:

Section 1. That the following sums are hereby amended from the General Fund Balance, Water Fund Balance, Sewer Fund Balance, Capital Projects Fund Balance for purposes of capital improvement funds budgeted in 2019 needed to be reallocated in 2020. The projects include shop improvements, comprehensive plan update, water rate study, and wastewater treatment plant effluent irrigation and landscaping.

GENERAL FUND:	\$68,743
WATER FUND:	\$9,261
SEWER FUND:	\$17,243
CAPITAL PROJECTS FUND:	\$95,247

ADOPTED THIS _____ day of _____, A.D. _____.

Attest:

Troy Hammon, Mayor

Kelly Houghteling, Interim Town Administrator/ Town Clerk

Town of Wellington
Budget Roll Over
6/23/2020

		Fund	Original Budget	Used in 2019	Remaining	Additional Needed Funding
201-80-5785	Shop Improvements	General	27,800	4,855	22,945	22,945
201-80-5866	Comprehensive Plan Update	General	100,000	4,202	95,798	45,798
204-80-6012	Water Rate Study	Water	67,000	57,739	9,261	9,261
205-80-6000	WWTP Effluent Irrg. & Landscaping	Sewer	28,000	10,757	17,243	17,243

General Fund	68,743
Water Fund	9,261
Sewer	17,243
Capital Project Fund	95,247

Board of Trustees Meeting

Date: June 23, 2020

Submitted By:

Resolution 24-2020: Communications Position

Subject:

- **Staff Presentation: Kelly Houghteling, Interim Town Administrator & Tyler Sexton, Interim Finance Director**

EXECUTIVE SUMMARY

June 16th Board of Trustees work session the need for a communications specialist was discussed. Staff is presenting the resolution to hire a communication specialist.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Approve resolution 24-2020 to appropriate funds for new communication specialist.

ATTACHMENTS

1. Budget Amendment - Communication Position
2. Resolution 24-2020 detail

RESOLUTION TO APPROPRIATE SUMS OF MONEY

(Pursuant to Section 29-1-108, C.R.S.)

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE GENERAL FUND, STREETS FUND, WATER FUND, SEWER FUND, DRAINAGE FUND, AND PARKS FUND IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE TOWN OF WELLINGTON, COLORADO, AMENDING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2020.

WHEREAS, the Board of Trustees of the Town of Wellington has adopted the annual budget in accordance with the Local Government Budget Law, on December 10, 2019; and

WHEREAS, the Town of Wellington has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Town of Wellington.

NOW, THEREFORE, BE IT RESOLVED/ORDAINED BY THE BOARD OF TRUSTEE OF THE TOWN OF WELLINGTON, COLORADO:

Section 1. That the following sums are hereby amended from the General Fund Balance, Street Fund Balance, Water Fund Balance, Sewer Fund Balance, Drainage Fund Balance, and Park Fund Balance for purposes of hiring an communication specialist.

GENERAL FUND:	\$65,000
STREETS FUND:	\$3,250
WATER FUND:	\$13,000
SEWER FUND:	\$9,100
DRAINAGE FUND:	\$650.00
PARKS FUND:	\$6,500

ADOPTED THIS _____ day of _____, A.D. _____.

Attest:

Troy Hammon, Mayor

Kelly Houghteling, Interim Town Administrator/ Town Clerk

Town of Wellington
Resolution 24-2020
6/23/2020

Position	Salary & Benefits
Communications Specialist	\$ 65,000.00

General Fund	50%	\$ 32,500.00
Streets Fund	5%	\$ 3,250.00
Water Fund	20%	\$ 13,000.00
Sewer Fund	14%	\$ 9,100.00
Drainage Fund	1%	\$ 650.00
Parks Fund	10%	\$ 6,500.00
Total	100%	65,000.00

Due to fund transfers full amount will be budgeted in General Fund.
The remaining fund will transfer their portion through a fund transfer.

Board of Trustees Meeting

Date: June 23, 2020
Submitted By:
Subject: Resolution 20-2020: Watering Restrictions

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. water restrictions cover sheet
2. Resolution 20-2020 Watering Restrictions
3. Water Production Thru Apr 2020



Board of Trustees COMMUNICATION

Meeting Date: June 9, 2020	Page 1 of 1	Item: Watering restrictions
Agenda No.:	Presented by: Town Attorney	

The water committee recently met and in light of water plant demands and water costs staff strongly urged that the Board put more stringent outdoor watering restrictions in place. Attached is a proposed ordinance that would increase restrictions over past years and would place stronger penalties on owners, occupant or persons otherwise failing to abide by restrictions. As noted in the ordinance, the town has maintained watering restrictions for some time but the restrictions have not been vigorously enforced. With current circumstances the Town would intend to step up enforcement in the 2020 watering season. The Judge by the court's municipal rules of procedure has the ability to set presumptive fines for violations. Staff has recommended fines of \$200 for a first offense, \$500 for a second offense and \$1,000 for a third offense if tickets are issued. It would be anticipated that warnings, in the code enforcement officers discretion may be issued before a summons is issued. I gather that door hang tags and information have been or are being prepared by staff.

RESOLUTION NO. 20-2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO RESTRICTING THE HOURS OF OUTDOOR WATERING

WHEREAS, Section 13-1-160(a) of the Wellington Municipal Code concerning sprinkling and water scarcity states the Town Board shall have the authority to establish such rules and regulations so as to limit the days of outdoor watering or sprinkling or to limit the use of water in such manner as it shall deem necessary. Such regulations may be adopted by Resolution and shall become effective immediately upon passage.; and

WHEREAS, drinking water demand has increased significantly, due in part to COVID-19 factors such as the stay-at-home requirements.

WHEREAS, up to 75% of water is lost through evaporation when watering is done during the heat of the day.

WHEREAS, the Town has maintained in place outdoor watering restrictions since 2013 as adopted by Resolution 8-2013.

WHEREAS, water use has become a more pervasive problem for the Town and water delivery costs have risen dramatically and supply capacity has become more limited as a result of increased burdens on the Town's water treatment plant.

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

SECTION 1: Mandatory Restrictions.

Effectively immediately upon passage, outdoor watering within the Town of Wellington using treated water supplies from the Town's Water Utility shall be limited as follows:

1. Between May and October 15, 2020, outdoor watering shall be restricted to the hours between 8:00 p.m. in the evening and 8:00 a.m. the next morning.
2. Addresses with odd street numbers shall only water on Tuesdays and Saturdays.
3. Addresses with even street numbers shall only water on Wednesdays and Sundays.
4. Runoff from irrigation shall be kept to an insignificant minimum.
5. Irrigation overspray onto non-vegetated areas is prohibited.
6. Washing of outside paved or concrete areas is prohibited.

SECTION 2.: Water Wells

If outdoor watering using adjudicated water wells ("Non-Utility Watering") occurs, the well owner shall at all times when water is being applied conspicuously post the property as being watered using "well water" or "non-potable water."

SECTION 3: Voluntary Restrictions.

Residents applying utility and non-utility water are encouraged to follow the following voluntary restrictions to conserve water and reduce the potential for more stringent

mandatory restrictions.

1. Limit outdoor watering to no more than 2 days a week.
2. After rainstorms, turn off automatic watering systems until lawns start to get dry again.
3. Watering should be limited to only that which is necessary to keep lawns and other landscape plants alive and healthy.
4. Sprinkler systems should be maintained and adjusted to prevent water
5. Running off the lawn and into the street gutter.
6. If cars are washed outdoors at home, washing should be done with buckets and rinsed by hose with a spray nozzle. Avoid letting water run.

SECTION 4: VIOLATIONS:

As provided by the Wellington Municipal Code at 13-1-160(a), Enforcement shall be by summons issued in accordance with Section 2-4-140 of the Code. The property of any User violating this provision shall be subject to utility service termination. Penalties may be enforced against the occupant or owner of any property or any person responsible for violating watering restrictions. Each day that such violation continues to exist shall be considered a separate offense. Violation of watering restrictions as provided for by this resolution shall be a non-criminal violation and pursuant to Wellington Municipal Code Section 1-4-20, any person convicted of a noncriminal violation may be fined by an amount not to exceed one thousand dollars (\$1,000.00). In addition, such person shall pay all costs and expenses in the case, including attorney fees.

ADOPTED by the Board of Trustees this 9th day of June, 2020

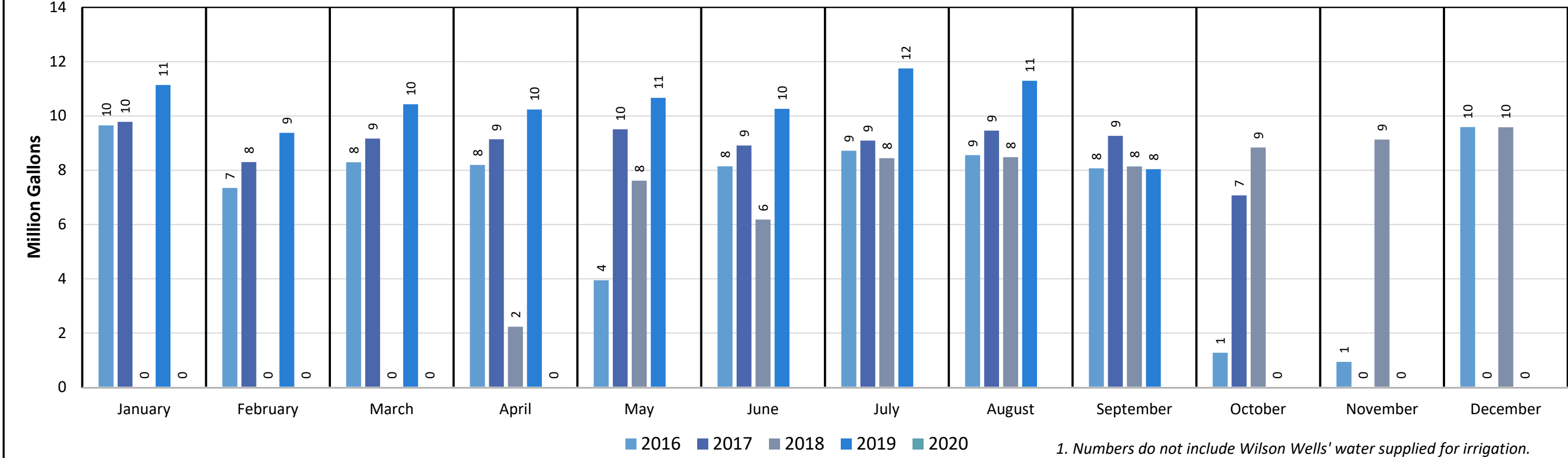
Troy Hamman, Mayor

ATTEST:

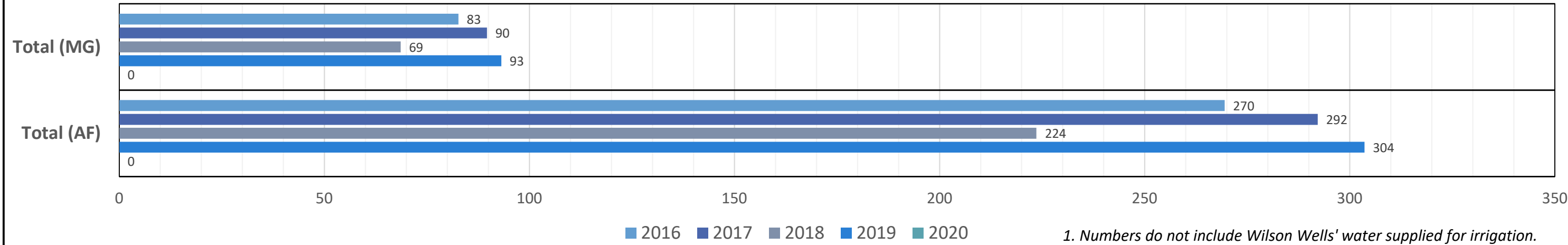
Kelly Houghteling, Town Administrator/ Clerk

TOWN OF WELLINGTON
Water Treatment

Monthly Production: Nano Plant₁
(Through April, 2020)



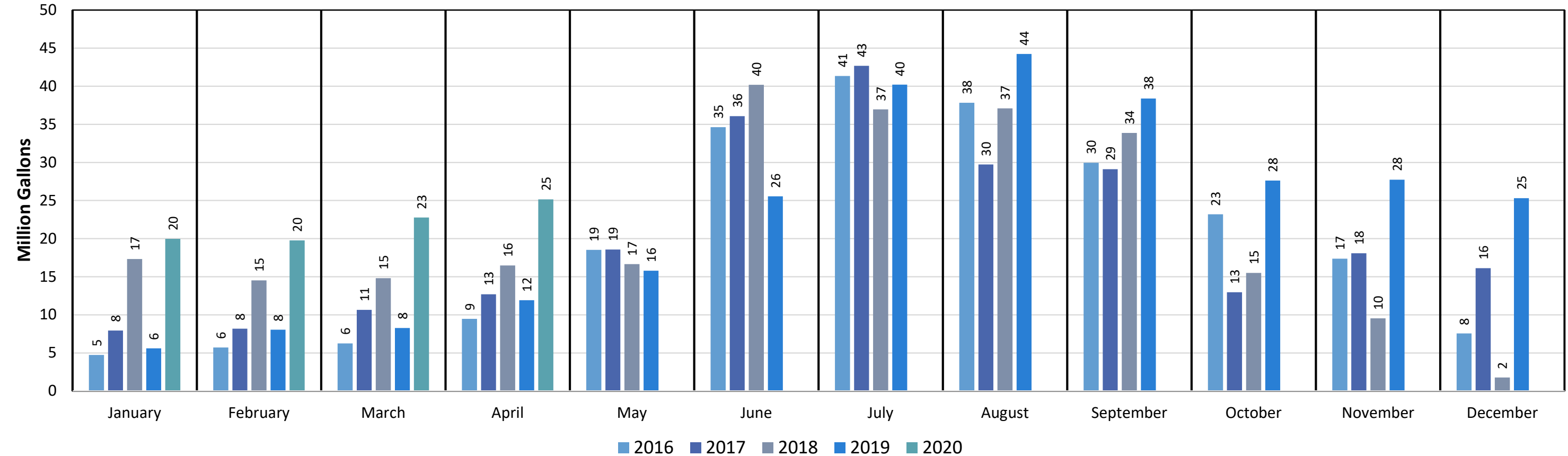
Annual Production Volumes₁
(Through April, 2020)



TOWN OF WELLINGTON
Water Treatment

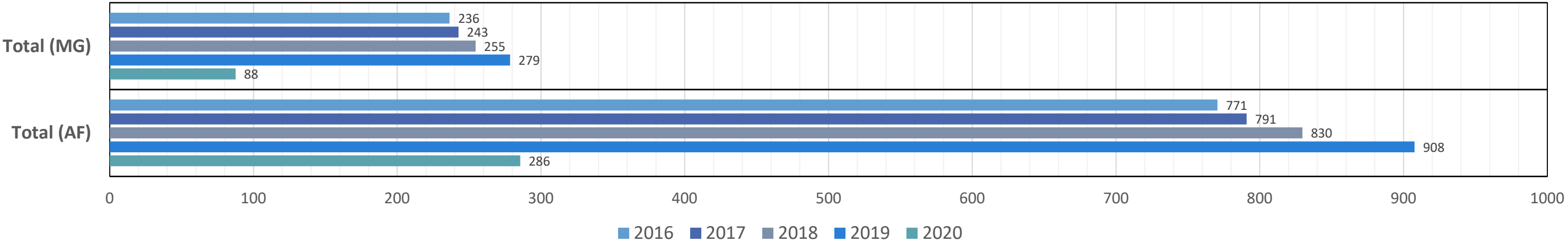
Monthly Production: Main WTP (Conventional & Microfiltration)

(Through April, 2020)



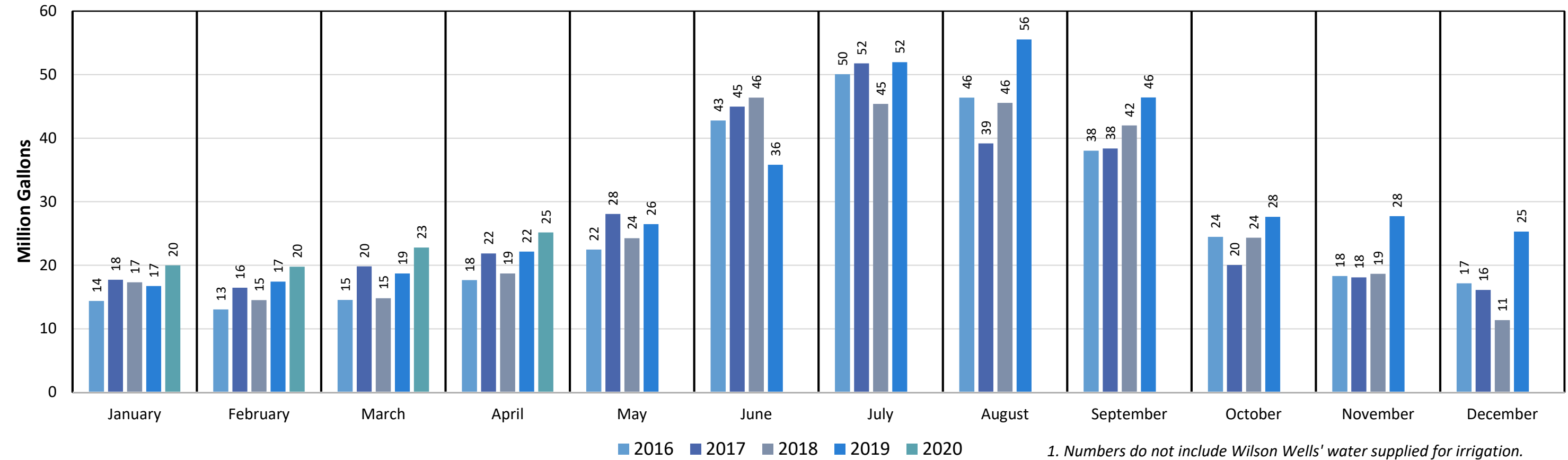
Annual Production Volumes

(Through April, 2020)

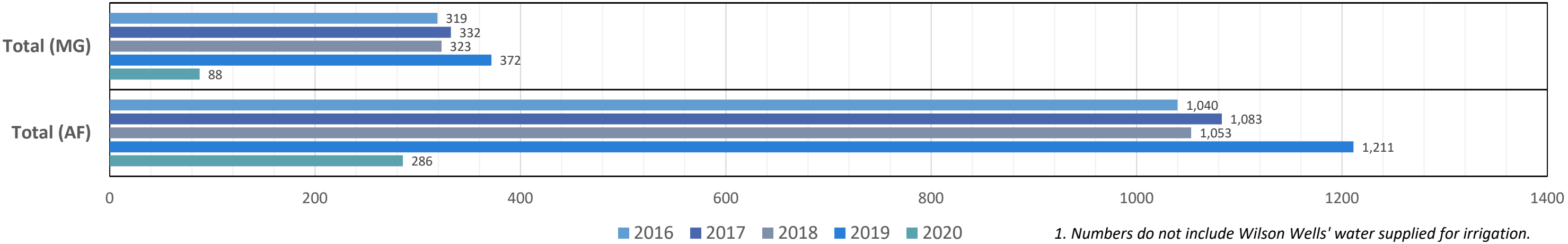


TOWN OF WELLINGTON
Water Treatment

Total Monthly Production: Main WTP (Conventional & Microfiltration) and Nano Plant₁
(Through April, 2020)



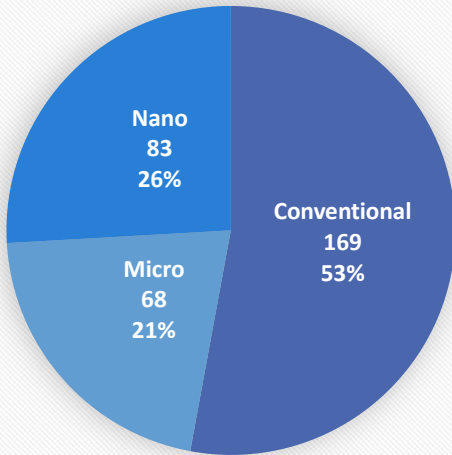
Annual Production Volumes₁
(Through April, 2020)



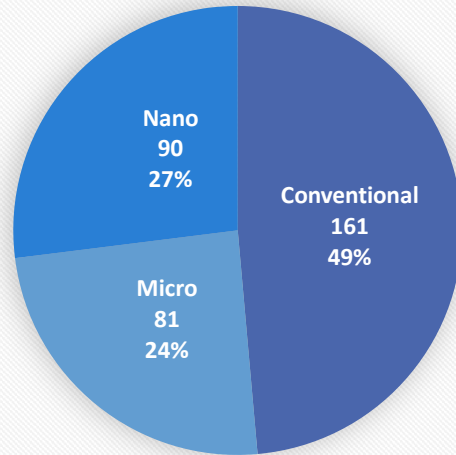
TOWN OF WELLINGTON

Water Treatment

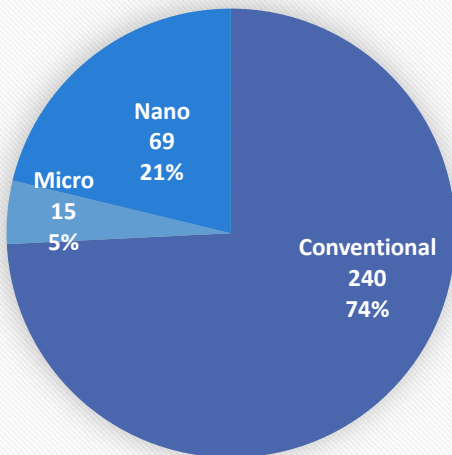
2016 Annual Production (MG)
319 MG Total



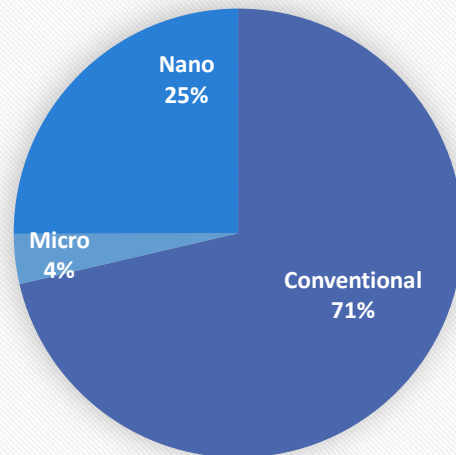
2017 Annual Production (MG)
332 MG Total



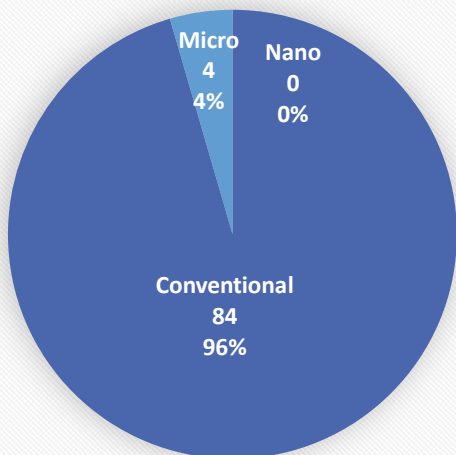
2018 Annual Production (MG)
323 MG Total



2019 Production (MG)
372 MG Total



2020 Production YTD (MG)
88 MG Total





Board of Trustees COMMUNICATION

Meeting Date: June 23, 2019	Page 1 of 1	Item Don Jon LLC / Wellington Grill Liquor license renewal
Agenda No.:	Presented by: Town Attorney	
Accompanying this communication is the liquor license renewal for Don Jon LLC doing business as the Wellington Grill. The application is in order and the company is in good standing with the Colorado Secretary of State. The only concern I noted was that the prior year application reflected a lease expiring in Dec of 2021 and the current application shows a lease expiring Dec 3, 2020. You may want to insure that you have the most recent lease on file and that the dates are correct.		

Submit to Local Licensing Authority

Fees Due	
Renewal Fee	\$500. ⁰⁰
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$500. ⁰⁰

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <u>DONJON LLC</u>		Doing Business As Name (DBA) <u>Wellington Grill</u>		
Liquor License # 14729520000	License Type Hotel & Restaurant(city)	Sales Tax License # 14729520000	Expiration Date 06/18/2020	Due Date 505/02/2020
Business Address <u>3724 Cleveland Ave, Wellington, Co. 80549</u>				Phone Number <u>9705684065</u>
Mailing Address <u>3433 Polk Cir W. Wellington, CO 80549</u>			Email <u>JenComes@me.com</u>	
Operating Manager <u>Donita Comes</u>	Date of Birth <u>6-26-1986</u>	Home Address <u>3433 Polk Cir W. Wellington Co 80549</u>		Phone Number <u>575321-4683</u>
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease <u>12/03/2020</u>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No				

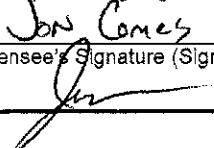
Tax Check Authorization, Waiver, and Request to Release Information

I, Jon Comes am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Don Jon LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Don Jon LLC</u>		Social Security Number/Tax Identification Number <u>45-2106764</u>	
Address <u>3433 Polk Cir W.</u>			
City <u>Wellington</u>		State <u>CO</u>	Zip <u>80549</u>
Home Phone Number <u>515-240-0211</u>		Business/Work Phone Number <u>976 568 4065</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Jon Comes</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>4/30/20</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
<i>Jose Comas</i>	<i>Partner</i>
Signature	Date
<i>[Signature]</i>	<i>4/20/20</i>

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Retail Liquor or Fermented Malt Beverage License Renewal Application

Instructions

1. Complete entire application and attach details, if necessary.
2. Submit application 45 days prior to expiration to your local city or county licensing. **Do not submit to the State.**
3. Submit the appropriate renewal license fee by license type:

License Type	Fee	License Type	Fee
Fermented Malt Beverage Off Premise (city)	\$ 96.25	Hotel & Restaurant / Optional Premise (city)	\$ 600.00*
Fermented Malt Beverage Off Premises (county)	\$ 117.50	Hotel & Restaurant / Optional Premise (county)	\$ 600.00*
Fermented Malt Beverage On Premise (city)	\$ 96.25	Liquor Licensed Drug Store (city)	\$ 227.50
Fermented Malt Beverage On Premises (county)	\$ 117.50	Liquor Licensed Drug Store (county)	\$ 312.50
Fermented Malt Beverage On/Off Premises (city)	\$ 96.25	Liquor Store (city)	\$ 227.50
Fermented Malt Beverage On/Off Premises (county)	\$ 117.50	Liquor Store (county)	\$ 312.50
Arts License (city)	\$ 308.75	Optional Premises (city)	\$ 500.00
Arts License (county)	\$ 308.75	Optional Premises (county)	\$ 500.00
Beer & Wine (city)	\$ 351.25	Racetrack License (city)	\$ 500.00
Beer & Wine (county)	\$ 436.25	Racetrack License (county)	\$ 500.00
Brew Pub (city)	\$ 750.00	Resort Complex (city)	\$ 500.00
Brew Pub (county)	\$ 750.00	Resort Complex (county)	\$ 500.00
Campus Liquor Complex (city)	\$ 500.00	Related Facility - Campus Liquor Complex (city)	\$ 160.00
Campus Liquor Complex (county)	\$ 500.00	Related Facility - Campus Liquor Complex (county)	\$ 160.00
Campus Liquor Complex (state)	\$ 500.00	Related Facility - Campus Liquor Complex (state)	\$ 160.00
Club License (city)	\$ 308.75	Retail Gaming Tavern (city)	\$ 500.00
Club License (county)	\$ 308.75	Retail Gaming Tavern (county)	\$ 500.00
Distillery Pub (city)	\$ 750.00	Tavern (city)	\$ 500.00
Distillery Pub (county)	\$ 750.00	Tavern (county)	\$ 500.00
Hotel & Restaurant (city)	\$ 500.00	Vintner's Restaurant (city)	\$ 750.00
Hotel & Restaurant (county)	\$ 500.00	Vintner's Restaurant (county)	\$ 750.00

* Plus \$100.00 for each additional optional premise(s)

LAW CALL TYPES

ABAN	Abandoned Vehicle	ESCA	Escape
ALAB	Burglar Alarm	EX	Extra Patrol/Area
ALAH	Hold-up Alarm	FAMP	Family Problem
ALAP	Panic Alarm	FBAN	Fire Ban Violation
ALARMP	Police Alarm	FOLL	Follow-up
ALCO	Alcohol Contact	FOUN	Found Property
ANIM	Animal Call	FRAU	Fraud
ARSON	Arson	FRWK	Fireworks Complaint
ASSA	Assault	HANG	911 Hang-up
ASSI/ASSO	Assist	HARA	Harassment
BIKE	Bicycle Contact	INFO	Information Only
BOMB	Bomb Threat	INMA	Inmate Transport
BURG	Burglary – In Progress	JUVI	Juvenile Problem
CAMP	Campground Check	KIDN	Kidnapping
CBUR	Burglary – Cold	LCAC	Animal Control Call
CHIL	Child Abuse/Neglect	LCSO	LCSO On-Call Info
CIVI	Civil	LITT	Littering
CRIM	Criminal Mischief	LOST	Lost Property
DCIN	Jail Incident	MISS	Missing Person
DEAT	Death Investigation	MJCC	Marijuana Compliance Chk
DHSR	Dept Human Serv Referral	MUNI	Municipal Violation
DIST	Disturbance	MVAH	MVA – Hit and Run
DP	Directed Patrol	MVAI	MVA – Injury
DRUG	Drug/Narcotics Call	MVAN	MVA – Non-Injury
DUI	DUI Arrest	MVAU	MVA – Unknown Injury

LAW CALL TYPES

MVAX	MVA Extrication Needed	TRAF	Traffic Related Call
NEIB	Neighbor Problem	TRAN	Transient Contact
NOIS	Noise Complaint	TRES	Trespass
PARK	County Parks Incident	TTY	TTY Practice Call
PART	Party Complaint	VARDA	VARDA Alarm
PBTC	PBT Check	VINC	VIN Check
PTEST	Police Test Call	VREC	Recovered Stolen Vehicle
PTOW	Private Tow/Repo	VTHE	Vehicle Theft
RA	Request Assistance	VTRE	Vehicle Trespass
REDD	Report of Drunk Driver (REDDI)	WARR	Warrant Attempt
RESOR	Restraining Order Violation	WEAP	Weapons Related Call
ROBB	Robbery – In Progress	WELF	Welfare Check
SEXO	Sexual Offense		
SHOO	Shooting – In Progress		
SOCC	Sex Offender Compliance Chk		
SS	Subject Stop		
STAB	Stabbing		
STRUCT	Structure Fire		
SUIC	Suicide		
SUSP	Suspicious Circumstance		
T	Traffic Stop		
TARG	Targeted Patrol		
THEF	Theft		
TP	Traffic Pursuit		
TPOR	Prisoner Relay		

LAW DISPO CODES

AEE	Alarm, Employee Error	WAR	Warning Issued
AOA	Assist Other Agency	WEA	Weather Related Alarm
AUK	Alarm – Unk Cause		
CAN	Cancelled		
CIT	Citation Issued		
CIV	Civil Issue		
CMP	Completed		
DIS	Assigned to Dispatch		
DTX	Detox Hold		
ERO	Equipment Repair Order Issued		
FAL	False Alarm		
FIC	Field Contact Card		
GOA	Gone On Arrival		
NAH	Not At Home		
NAT	Necessary Action Taken		
QUA	Quiet Upon Arrival		
REC	Assigned to Records		
RTF	Report To Follow		
SUP	Supplemental Report To Follow		
TIM	Timnath PD – Follow-up Needed		
TOW	Vehicle Towed		
UNF	Unfounded		
UTL	Unable To Locate		



LARIMER COUNTY SHERIFF'S OFFICE

Calls For Service Address Search Report

Address searched: 3724 Cleveland Av
 Apt# searched:
 Date Range: 5/1/2019 to 5/8/2020
 Release Type: Public

**Public Release prints only calls dispatched by Larimer County Sheriff's Office to the address listed above and only shows those calls releasable per Colorado Statute 24-72-204.*

Dispatch Agency Ser	CALL_NO	Call Date	TYPE	Dispo	PRI	UNIT	REPORT_NO	Apt	Address\Location (common)
LC	P	P191540589	06/03/2019	ALCO	NAT	9E19			3724 CLEVELAND AV, WEL (WELLING1
LC	P	P191640386	06/13/2019	WELL	CMP	9L12			3724 CLEVELAND AV, WEL (WELLING1
LC	P	P192350260	08/23/2019	FOLL	CMP	9I13			3724 CLEVELAND AV, WEL (WELLING1
LC	P	P200460619	02/15/2020	BC		9E87			3724 CLEVELAND AV, WEL (WELLING1
LC	P	P200740133	03/14/2020	ASSI	NAT	9E3			3724 CLEVELAND AV, WEL (WELLING1
LC	P	P200830346	03/23/2020	FOLL	NAT	9E50			3724 CLEVELAND AV, WEL (WELLING1
LC	P	P200830353	03/23/2020	EX		9E7			3724 CLEVELAND AV, WEL (WELLING1
LC	P	P200860532	03/26/2020	EX	CMP	9E7			3724 CLEVELAND AV, WEL
LC	P	P200930570	04/02/2020	EX		9E7			3724 CLEVELAND AV, WEL
LC	P	P201060637	04/15/2020	EX		9E7			3724 CLEVELAND AV, WEL
LC	P	P201080588	04/17/2020	EX		9E7			3724 CLEVELAND AV, WEL
LC	P	P201150605	04/24/2020	EX		9E7			3724 CLEVELAND AV, WEL



Larimer County Sheriff's Office

Call History for CAD Call # P200460619

Call # Report# Call Type Call Desc Pri Unit
P200460619 BC Bar Check 9E87

Location\Area\RDist

3724 CLEVELAND AV, WEL (WELLINGTON GRILL, WEL) \ A1WE \ WERD1

Created:	2/15/2020 21:07:38
Dispatched:	2/15/2020 21:07:38
Enroute:	2/15/2020 21:07:38
OnScene:	2/15/2020 21:07:38
Closed:	2/15/2020 21:11:12

Time	Segment	Entry Operator	CAD Comments\Notes & Unit Info
21:07:38	CREATE	L15065	>CallType: BC (Bar Check) >Priority:6 >Location:WELLINGTON GRILL, WEL >Jurisdiction:WEL >LocCross:btwn 1ST ST and 2ND ST >Darea:LC >RD:WERD1 >MapInfo:21O1 B9
21:07:38	LOCPRS	L15065	>Location:WELLINGTON GRILL, WEL
21:07:38	ENTRY	L15065	>CallType: BC (Bar Check) >Priority:6 >Location:WELLINGTON GRILL, WEL >Jurisdiction:WEL >LocCross:btwn 1ST ST and 2ND ST >Area:A1WE >Darea:LC >RD:WERD1 >MapInfo:21O1 B9
21:07:38	DISPOS	L15065	Unit:9E87 >OperatorID(s):L18003 >Operator(s):CARBAJAL,ENRIQUE >CallType: BC >Location:WELLINGTON GRILL, WEL
21:07:38	PRIU	L15065	Unit:9E87
21:07:38	PREMIS	TIB	...Comments:RP
21:07:40	CHGLOC	L15065	Unit:9E87
21:07:46	BACKOS	L15065	Unit:9E5 >OperatorID(s):L17051 >Operator(s):KINNEY,AUSTIN >CallType: BC >Location:WELLINGTON GRILL, WEL
21:09:36	ONSCN	L18003	Unit:9E87
21:11:12	CLEAR	L15065	Unit:9E87 >CallType: BC ...Comments:EVERYTHING IS C4
21:11:12	CLEAR	L15065	Unit:9E5 >CallType: BC ...Comments:EVERYTHING IS C4
21:11:12	CLEAR	L15065	
21:11:12	CLOSE	L15065	

20-965

Supplement No
ORIG

LARIMER COUNTY SHERIFFS OFFICE



2501 MIDPOINT DR
FORT COLLINS, CO 80525

Phone
970-498-5100
Fax
970-498-9203

Reported Date
02/01/2020
Rpt/Incident Typ
DUI
Officer#
TAYLOR, JOSH

Administrative Information

Agency LARIMER COUNTY SHERIFFS OFFICE		Report No 20-965		Supplement No ORIG		Reported Date 02/01/2020		Reported Time 01:28		
CAD Call No 200320064		Dispo REPORT TO FOLLOW		Rpt/Incident Typ DRIVING UNDER THE INFLUENCE (CAR OR BOAT)						
Location 8150 6TH ST								City WEL		
ZIP Code 80549		Rep Dist WERD1	DArea LC	Area A1	From Date 01/28/2020		From Time 01:28			
Officer# L17006/TAYLOR, JOSH					Assignment LCSD PATROL - WELLINGTON			Entered By L17006		
Assignment LCSD PATROL - WELLINGTON			RMS Transfer Successful		Prop Trans Stat Successful		Property? None	Approving Officer L17010		
Approval Date 02/25/2020		Approval Time 07:10:55								
Release Status UNDRINVEST		DU /BUI Type Of BAC Test BLOOD		Narrative Complete Date 20200204						
# Offenses 1	Offense 42-04-1301			Description DUI/DWAI-ALCOHOL OR			Complaint Type C	AC 5404	NCIC Offense A	
Bias 88		Loc 13	#Pr	MOE	Act	Weapon/Force		IBRS 90D	No 1	Cargo Theft?
# Offenses 2	Offense 42-04-0604			Description TRAFFIC CONTROL SIGN			Complaint Type C	AC 5499	NCIC Offense A	
Bias 88		Loc 13	#Pr	MOE	Act	Weapon/Force		IBRS 91A	No 2	Cargo Theft?

Person Summary

Invl ARR	Invl No 1	Type I	Name AMOS, CHAD EDWARD						MNI 1864486	
Race W	Sex M	DOB 06/20/1977								
Invl BUS	Invl No 1	Type B	Name WELLINGTON GRILL						MNI 1559719	
Race	Sex	DOB								

Vehicle Summary

Invl DUI	Type 1	License No AKX839	State CO	Lic Year	Year 2015	Make CHVL	Model TK	Style 4D	Color RED	
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Summary Narrative

hdn/L17006/020120

Case Status: Charges Filed - Pending Further Follow-Up

Blood Test: Pending

CHAD AMOS was contacted for traffic and found to be under the influence of alcohol. CHAD chose a blood test was and booked.

Report Officer L17006/TAYLOR, JOSH		Printed At 05/08/2020 14:17		Page 1 of 4	
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20-965

Supplement No
ORIG

LARIMER COUNTY SHERIFFS OFFICE

***ARRESTEE 1: AMOS, CHAD EDWARD**

Involvement *ARRESTEE	Invl No 1	Type INDIVIDUAL					MNI 1864486	Race WHITE	Sex MALE
Name AMOS, CHAD EDWARD									
DOB 06/20/1977	Age 42	Ethnicity NOT HISPANIC OR LATINO	Juvenile? No	Height 5'11"	Weight 248#	Hair Color BLACK	Eye Color GREEN	Res Status RESIDENT	
OFN_INVL 1	Vic/Ofnd Age 42	PRN 2157462							
Type HOME	Address 4821 E CR70 #130								
City LC FORT	State COLORADO	ZIP Code 80549	Date 02/01/2020						

Mark Type TATTOO (TAT) / REMOVED TATTOO (RTAT)	Mark Code TATTOO - CHEST				
Description SUPERMAN					
Mark Type TATTOO (TAT) / REMOVED TATTOO (RTAT)	Mark Code TATTOO - NECK				
Description 'NICCI'					
Employer/School SELF	Position/Grade CONSTRUCTI				
Involvement ARRESTED	Arrest Type ON-VIEW ARREST (NIBRS)	Arrest Date 02/01/2020	Arrest Time 01:43:00	Booking No 20-2209	Book Date 02/01/2020
Book Time 02:36:00	Status BOOKED				
Arrest Location 8150 6TH ST					City WEL
Rep Dist WERD1	Citation No E2000965A	Place of Birth INDIANA	City of Birth SOUTH BEND	Armed UNARMED	Multi-arrests COUNT ARRESTEE
Charge 42-04-1301	NCIC Offense 5404	Level M0	Charge Literal DUI/DWAI-ALCOHOL OR	IBRS 90D	
Charge 42-04-0604	NCIC Offense 5499	Level TA	Charge Literal TRAFFIC CONTROL SIGN	IBRS 91A	

BUSINESS (NOT USED FOR BUSINESS VICTIMS) 1: WELLINGTON GRILL

Involvement BUSINESS (NOT USED FOR BUSINESS VICTIMS)	Invl No 1	Type BUSINESS				
Name WELLINGTON GRILL				MNI 1559719	PRN 2157463	
Type WORK/BUSINESS	Address 3724 CLEVELAND AV					
City WEL	State COLORADO	ZIP Code 80549	Date 02/01/2020			

Vehicle: AKX839

Involvement VEHICLE INVOLVED IN DUI	Type AUTO	License No AKX839	State COLORADO	Year 2015
Make CHEVALLERO MOTOR HOME	Model TRUCK	Style 4-DOOR AUTOMOBILE	Color RED	V N 1GCVKREHXFZ197489
Link DRV	Involvement ARR	Invl No 1	Name AMOS, CHAD EDWARD	Race W
DOB 06/20/1977	Sex M			

NarrativeCase Outline
Case Origin

Report Officer L17006/TAYLOR, JOSH	Printed At 05/08/2020 14:17	Page 2 of 4
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LARIMER COUNTY SHERIFFS OFFICE

Narrative

Initial Information
Contact with CHAD
Voluntary Roadside Maneuvers
Arrest of CHAD
Express Consent Advisement
Secure Blood Draw
Disposition of CHAD
Disposition of Vehicle
Case Status
Attachments

Case Origin

Self-Initiated

Initial Information

On 020120 while on patrol in Wellington, Colorado, I was driving westbound on Cleveland Avenue when I observed a vehicle sitting in front of the Wellington Grill. From a distance, I observed the brake light going on and off, as if someone was in the car messing around. Finding this behavior peculiar, I pulled over, parked, and began to watch the vehicle. While watching the vehicle, I observed the driver of the vehicle tap on the brakes several times, as the red light came on and off. I then observed the white reverse lights on the vehicle come on and then come off. I then observed the brake lights getting tapped again several times, as the red lights went on and off. Then the reverse lights came on again and then they went off.

I observed this vehicle pull over from the parked position into the main lane of travel without using its signal. I began to follow the vehicle. The vehicle made a right on to a side street and made another right, and another right, taking itself back to Cleveland Avenue where it then made a left turn going eastbound on Cleveland Avenue. I caught up to the vehicle and observed that there was also expired registration on the license plate. At about Cleveland Avenue and 4th Street, I initiated a traffic stop on the vehicle. I activated my overhead emergency lights on my marked Larimer County patrol vehicle. This vehicle continued until it got to the red light at 6th Street and Cleveland Avenue. The vehicle did not pull over to the side of the street immediately. It stopped as if it was going to continue on once the light turned green. I turned on my overhead beams and my spotlight. I exited my vehicle and began to approach the vehicle. As I approached the vehicle, the vehicle took off. It made a right-hand turn onto 6th Street going south. I took off after the vehicle, immediately thinking the vehicle was eluding me. I came to the realization that the vehicle was pulling into the Kum and Go parking lot shortly thereafter. This driving behavior is still out of the normal compared to the majority of traffic stops.

Contact with CHAD

I approached the driver's side of the vehicle. I identified myself, my agency, and the reason for the stop. I asked CHAD if he saw me or not and why did he just take off. CHAD stated that he wanted to make sure that he was not obstructing traffic and that is why he took off. I advised CHAD that when he is being stopped by law enforcement, he needs to immediately pull over to the right side of the road and not stop in the middle of the road and then take off as I am approaching. CHAD stated, "Oh, okay." During this conversation, I immediately smelled an odor of an unknown alcoholic beverage coming from CHAD's breath. I also saw that CHAD had droopy eyelids and the whites of his eyes were glossed over. Next, I asked CHAD for his driver's license, insurance, and registration. CHAD then grabbed his wallet and began to fumble through it, having a hard time finding his driver's license, but was finally able to pull it out of his wallet and hand it to me. Next, I reminded CHAD that I needed his insurance as well. CHAD then grabbed his phone and began looking through it. While trying to look through his phone, he simultaneously grabbed his charger and tried to plug it into his phone. CHAD struggled to place the charger inside the dock of the phone. All these observations showed me a lack of motor skills, which led me to believe that CHAD was under the influence of alcohol. Once CHAD was able to find his insurance, I made my way back to my vehicle and I cleared CHAD through the National Crime Information Center (NCIC) and the Colorado Crime Information Center (CCIC) databases. I found CHAD to be a clear and valid driver.

Report Officer
L17006/TAYLOR, JOSH

Printed At
05/08/2020 14:17

Page 3 of 4

LARIMER COUNTY SHERIFFS OFFICE

NarrativeVoluntary Roadside Maneuvers

I approached the vehicle for a second time, and I asked CHAD to step out. Once CHAD was out of the vehicle, I had him come to the back. I asked CHAD how much he had to drink tonight. CHAD stated that he had several beers. I asked CHAD where he was coming from. CHAD stated that he was coming from the Wellington Grill where he was spending time with a bartender. CHAD advised me that this was the anniversary of his father's death. I then asked CHAD if he would mind conducting some voluntary roadside maneuvers to ensure that he was a safe and sober driver. CHAD agreed. CHAD did not conduct the voluntary roadside maneuvers in a manner consisted with sobriety. Please see my Alcohol and Drug Influence Report for further information regarding the roadsides. I asked CHAD after the voluntary roadside maneuvers were completed, if he would mind conducting a Preliminary Breath Test (PBT). CHAD refused.

Arrest of CHAD

I advised CHAD that he was under arrest. I had CHAD face away from me, place his hands behind his back, and I placed him in restraints. I checked the restraints for fit and double-locked them both. I then conducted a search of CHAD for any further weapons and/or contraband. The search yielded nothing further. CHAD was then placed in the back of my patrol vehicle.

Express Consent Advisement

CHAD was advised of Colorado Express Consent Law. CHAD chose a blood test.

Secure Blood Draw

CHAD was transported to Poudre Valley Hospital. Once at Poudre Valley Hospital, Emergency Medical Technician, BRITTANY BETHEL, then drew two vials of blood from CHAD. Both the vials of blood were then secured and placed in the outgoing mailbox at the Larimer County Sheriff's Office for further testing.

Disposition of CHAD

CHAD was transported to the Larimer County Jail where he was booked on his charges.

Disposition of Vehicle

The vehicle was towed by Schemers Towing. Please see sergeant NEWTON'S supplemental report for further information in regards to the tow.

Case Status

Charges Filed - Pending Further Follow-Up

Attachments

Uniform Summons and Complaint or Penalty Assessment #2000965A
Affidavit in Support of Warrantless Arrest
Booking Form - Part One
Alcohol and Drug Influence Report (2 Pages)
Colorado Bureau of Investigation Toxicology Request for Laboratory Examination

END OF REPORT

Report Officer L17006/TAYLOR, JOSH	Printed At 05/08/2020 14:17	Page 4 of 4
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20-965Supplement No
0001**LARIMER COUNTY SHERIFFS OFFICE**

2501 MIDPOINT DR
FORT COLLINS, CO 80525

Phone
970-498-5100
Fax
970-498-9203

Reported Date
02/01/2020
Rpt/Incident Typ
DUI
Officer#
NEWTON, JACK

Administrative Information

Agency LARIMER COUNTY SHERIFFS OFFICE		Report No 20-965		Supplement No 0001		Reported Date 02/01/2020		Reported Time 01:28	
CAD Call No 200320064		Dispo REPORT TO FOLLOW		Rpt/Incident Typ DRIVING UNDER THE INFLUENCE (CAR OR BOAT)					
Location 8150 6TH ST								City WEL	
ZIP Code 80549		Rep Dist WERD1	DArea LC	Area A1	From Date 01/28/2020		From Time 01:28		
Officer# L96021/NEWTON, JACK					Assignment LCSO PATROL - BLUE MIDS			Entered By L96021	
Assignment LCSO PATROL - BLUE MIDS		RMS Transfer Successful		Prop Trans Stat Successful		Property? None	Approving Officer L96021		
Approval Date 02/10/2020		Approval Time 05:22:33							
Release Status UNDRINVEST		Narrative Complete Date 20200203							

Summary Narrative

hdn/L96021/020220

Case Status: Charges Filed - Pending Further Follow-Up

I stood by as a backup officer for Deputy TAYLOR. I then completed a Larimer County Sheriff's Office Vehicle - Stolen/Impound/Recovery Report before releasing the vehicle to Schmer's Towing.

I inventoried the vehicle by taking nine photographs that I uploaded into the digital management system under this case number as JN-1.

Attachments

Vehicle - Stolen/Impound/Recovery Report
Evidence/Property Log

END OF SUPPLEMENTAL REPORT

20-965Supplement No
0002**LARIMER COUNTY SHERIFFS OFFICE**

2501 MIDPOINT DR
FORT COLLINS, CO 80525

Phone
970-498-5100
Fax
970-498-9203

Reported Date
04/10/2020
Rpt/Incident Typ
DUI
Officer#
TAYLOR, JOSH

Administrative Information

Agency LARIMER COUNTY SHERIFFS OFFICE		Report No 20-965	Supplement No 0002	Reported Date 04/10/2020	Reported Time 09:27
CAD Call No 200320064	Dispo REPORT TO FOLLOW	Rpt/Incident Typ DRIVING UNDER THE INFLUENCE (CAR OR BOAT)			
Location 8150 6TH ST					City WEL
ZIP Code 80549	Rep Dist WERD1	DArea LC	Area A1	From Date 01/28/2020	From Time 01:28
Officer# L17006/TAYLOR, JOSH			Assignment LCSO PATROL - WELLINGTON		Entered By L18058
Assignment LCSO TECHNICIAN - RECORDS		RMS Transfer Successful	Prop Trans Stat Successful	Property? None	Approving Officer L96048
Approval Date 04/14/2020	Approval Time 16:29:15				
Release Status RELEASABLE	Narrative Complete Date 20200410				

Summary Narrative

kkl/L17006/041020

Case Status: Changed to Charges Filed

Blood Test: .157 g/100mL Blood Alcohol Content (BAC)

On 041020, I was notified by the Larimer County Sheriff's Office Records Unit that the blood results for CHAD EDWARD AMOS had been received from Colorado Bureau of Investigations (CBI) Forensic Laboratory for the blood draw that was conducted on 020120

I received the results of the blood test which were .157 g/100mL BAC with a standard deviation of +/- 0.008 g/100mL. Please refer to the attached CBI Toxicology report for further information.

I completed a Notice of Revocation form which is attached to this report.

Attachments

Express Consent Affidavit and Notice of Revocation #3499937
Colorado Bureau of Investigations Toxicology Report (2 pages)
Colorado Bureau of Investigation Toxicology Receipt

END OF SUPPLEMENTAL REPORT

Records Copy

Larimer County Sheriff's Office

Uniform Summons & Complaint or Penalty Assessment

Docket #

Case #

Summons #

20 - 00965

E 20 00965 A

Date of Violation 020120	Time of Violation 0128	Approximate Location of Offense, State of Colorado 8150 6th St, Wel		☐ S ☐ F	County LARIMER	No. 06
☐ Fingerprinted	☐ Domestic Violence	☐ Gaming	☐ Injuries	☐ Construction Zone	☒ Traffic	☐ Penal
☐ VRA Crime	☐ Sex Offense	☐ Traffic Accident	☐ Death	☐ School Zone	☐ Municipal	☒ C.R.S.
						Direction of Travel N S E W

The People of Colorado vs.

Defendant (Last Name) AMOS	First CHAD	Middle EDWARD	Date of Birth 062077	Age 42	Registered Owner Name: CHAD EDWARD AMOS	☒ Same as Defendant ☐ Below
			Race N	Sex M	Eth N	Hgt 5'11
			Wgt 207	Hair BLK	Eyes GRN	Registered Owner Address 4821 E CR 70 PO BOX 130 WELLINGTON CO 80549
Home Address 4821 E CR 70 PO BOX 130			City WELLINGTON	State CO	Zip 80549	Phone 1 Home
Work Name & Address			City	State	Zip	Phone 2 Work
Vehicle License Number AKX839	Lic Type	State CO	Veh Year 15	Vehicle Make CHEV	Vehicle Model SIL	Body Style
			Color (Top / Bottom) RED		VIN 1GCVKREHXFZ197489	

Chg #	CRS/ORD	Offense	Class	Code	Fine	Surcharge	Pts.
Section 42-0401301		Drove Vehicle While Under the Influence of Alcohol	M				
Section 42-04-604		Failed to Obey Lane-use Control Signal	TI A				
Section							
Section							
Section							
Section							
Section							
Section							
Section							
Section							
Section							
Section							
Section							
Section							

☒ Summons - See instruction page☐ Penalty Assessment (This ticket may be handled without coming to court) - See instructio

I hereby promise to pay the fines listed or without admitting guilt, appear in court at the time and place below.

If plead or found guilty in court:

If EARLY SETTLEMENT/AGREEMENT is accepted:

Fine + Surcharge:

Fine + Surcharge:

Court Costs: \$26.50

Court Costs:

Defendant: *** IN CUSTODY ***

Minimum Due:

Points:

Total Due:

Pts:

You are summoned and ordered to appear to answer charges as stated above in:

- ☒ Larimer County Court, 201 LaPorte Ave, Fort Collins, CO
- ☐ Wellington Municipal Court, 3800 Wilson Ave, Wellington, CO (Ord #)
- ☐ Timnath Municipal Court, 4100 Main St, Timnath, CO (Ord #)

The undersigned has probable cause to believe that the defendant committed the offense(s) against the peace and dignity of the people of the State of Colorado and affirms that a copy of this Summons & Complaint or Penalty Assessment was duly served upon the defendant.

Officer:

No. 17006

On: IN CUSTODY At: A M

Print Name: J. TAYLOR

Date Issued: 020120

AFFIDAVIT IN SUPPORT OF WARRANTLESS ARREST IS ATTACHED AS A SEPARATE PAGE

Distribution: Pg 1&2 - ORIGINAL COUNTY COURT, Pg 3&4 - DEFENDANT, Pg 5&6 - COUNTY COURT COPY, Pg 7&8 LCSO Records COPY

LARIMER COUNTY SHERIFF'S OFFICE

THIS IS A LEGAL DOCUMENT - READ ALL PAGES

STATE OF COLORADO)

)ss.

COUNTY OF LARIMER)

Check one

☐ Felony Affidavit (No Summons)☒ 2 Misd. Affidavit attached to Summons

E 20 00965 A

LARIMER COUNTY SHERIFF'S OFFICE
AFFIDAVIT IN SUPPORT OF WARRANTLESS ARREST

Affiant, J. TAYLOR, being duly sworn upon oath, says that there is probable cause for the
(Peace Officer)
warrantless arrest of, AMOS, CHAD EDWARD, 062077 for the crime(s) stated,
(Arrestee) (Date of Birth)
and that the following facts are true and correct upon best knowledge, information, and belief.

AGENCY- ☒ -LCSD ☐ -CSP ☐ -FCPS ☐ -LPD ☐ -BPD ☐ -EPPD ☐ -CSUPD ☐ -USM ☐ -OTHER		
Arresting Officer (Print Name & Number) J. TAYLOR / # 17006		
CHARGE DESCRIPTION	CRS CITATION	CLASS
Drove Vehicle While Under the Influence of Alcohol	42-0401301	M
Failed to Obey Lane-use Control Signal	42-04-604	TI A

Agency Case Number 20 - 00965
Arrest Date 020120
Arrest Time 0143

The facts establishing probable cause for arrest are that on February 1, 2020 at 0128, in the county of
Larimer, State of Colorado, at 8150 6th St, Wel the following activity occurred:

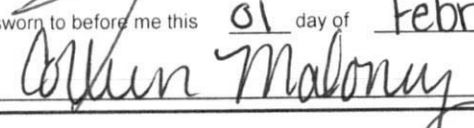
Your AFFIANT was on patrol in Wellington Colorado when he observed a vehicle bearing plate number (AKX839) fail to signal from a parked position onto a main road of travel. The vehicle then made a right turn onto a side street and then another right turn onto another side street making its way back to Cleveland Ave. Your AFFIANT caught up to the vehicle also observed the vehicle to have expired registration tabs. Upon observing these infractions, your AFFIANT initiated a traffic stop on the vehicle.

Next, your AFFIANT contacted the driver and immediately smelled the odor of an unknown alcoholic beverage coming from the driver, along with droopy eye lids and glossy eyes. Next, your AFFIANT asked the driver later identified as CHAD AMOS for his drivers license and insurance and registration. Chad, fumbled through his wallet for his driver's license and eventually found it and presented it to me. Next, your AFFIANT asked CHAD where he was coming from and CHAD advised me that he was coming from The Wellington Grill where he had several beers and that today was the anniversary of his fathers death.

Next, your AFFIANT asked chad if he would mind conducting voluntary roadside maneuvers and CHAD agreed. CHAD did not conduct the maneuvers in a manner consistent with sobriety. CHAD refused the preliminary breath test(PBT). CHAD was then advised that he was under arrest and was taken into custody.

CHAD was the advised of Colorado's Express Consent Law and chose blood. CHAD was then booked at the Larimer County Jail on his charges.

COLLEEN MALONEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164008857
MY COMMISSION EXPIRES 3-3-2024

Peace Officer - Affiant: Subscribed and sworn to before me this 01 day of February, 2020Notary Public: Commission Expires: 03/03/24

PROBABLE CAUSE DETERMINATION BY THE COURT

_____ The Court finds probable cause for a warrantless arrest. _____ The Court finds no probable cause for a warrantless arrest

Judge: _____ Date and Time: _____

LARIMER COUNTY SHERIFF'S OFFICE

BOOKING FORM - PART ONE

BOOKING #

JID#

MN#

ARRESTEE'S FULL NAME
(LAST NAME FIRST)

AMOS, CHAD EDWARD

AGENCY REPORT NUMBER

20 - 00965

DOB
062077ARRESTING AGENCY ☐ - LCSO ☐ - CSP ☐ - FCPD ☐ - LPD ☐ - EPPD ☐ - CSUPD ☐ - USM ☐ - OTHER:

ARRESTING OFFICER

J.TAYLOR

17006

ARREST

DATE 020120

TIME 0143

ARREST LOCATION

8150 6th St, Wel

REASON FOR INCARCERATION ☐ - CHARGES (BELOW) ☐ - DETOX HOLD ☐ - COURTESY HOLD ☐ - MENTAL HEALTH HOLD ☐ - WRIT
(MARK ALL THAT APPLY) ☐ - WARRANT ☐ - MITTIMUS ☐ - DOMESTIC VIOLENCE ☐ - AFFIDAVIT (ATTACHED)

(LCDC USE ONLY)	CRS/MUNICIPAL NUMBER	CHARGE / WARRANT INFORMATION	TYPE OF CHARGE
	42-0401301	Drove Vehicle While Under the Influence of Alcohol	FEL MIS PO ☐ - TRAFFIC ☐ - WARRANT ☐ - MUNT
	42-04-604	Failed to Obey Lane-use Control Signal	FEL MIS PO ☐ - TRAFFIC ☐ - WARRANT ☐ - MUNT
			FEL MIS PO ☐ - TRAFFIC ☐ - WARRANT ☐ - MUNT
			FEL MIS PO ☐ - TRAFFIC ☐ - WARRANT ☐ - MUNT
			FEL MIS PO ☐ - TRAFFIC ☐ - WARRANT ☐ - MUNT
			FEL MIS PO ☐ - TRAFFIC ☐ - WARRANT ☐ - MUNT

ARE YOU AWARE OF ANY ILLNESS OR INJURIES TO THIS INDIVIDUAL? ☐ - YES ☐ - NO RELEASED FOR INCARCERATION? ☐ - YES ☐ - NO

DESCRIBE ANY ILLNESS OR INJURY

TREATED BY

TREATED AT (LOCATION)

WAS THIS PERSON ARRESTED FROM A MOTOR VEHICLE? ☐ - YES ☐ - NO ☐ - TOWED ☐ - RELEASED TO OTHER PERSON ☐ - LEFT AT SCENETOWED BY, RELEASED TO
OR LOCATION LEFT AT

Schmer's Towing

1319 Blue Spruce Dr., Ft. Collins, CO 80524

970-226-6558

LIST ANY SPECIAL INFORMATION, ADDITIONAL CHARGES OR INSTRUCTIONS

DISTRICT ATTORNEY INFORMATION - (MUST BE COMPLETED FOR ANY CRIME AGAINST A PERSON BOOKING)

INCIDENT
LOCATION

8150 6th St, Wel

INCIDENT
DATE

020120

FILING
OFFICERNO CONTACT ORDER NEEDED? ☐ - YES ☐ - NOWEAPONS INVOLVED? ☐ - YES ☐ - NODRUGS INVOLVED? ☐ - YES ☐ - NOALCOHOL INVOLVED ☐ - YES ☐ - NO

BLOOD ALCOHOL CONTENT → BAC

VICTIM NAME	RELATIONSHIP
HOME ADDRESS	HOME PHONE
WORK NAM / ADD	WORK PHONE
VICTIM NAME	RELATIONSHIP
HOME ADDRESS	HOME PHONE
WORK NAM / ADD	WORK PHONE
VICTIM NAME	RELATIONSHIP
HOME ADDRESS	HOME PHONE
WORK NAM / ADD	WORK PHONE

THE FOLLOWING QUESTION MUST BE COMPLETED ON ALL BOOKINGS

WAS THIS ARESTEE READ THEIR MIRANDA RIGHTS AND DID THEY INVOKE THEIR RIGHT TO AN ATTORNEY? ☐ - YES ☐ - NO

I DO HEREBY CERTIFY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

OFFICER COMPLETING THIS FORM (PRINT NAME & NUMBER)

J.TAYLOR

17006

COMPLETING OFFICER'S SIGNATURE

BOOKING FORM - PART TWO (FOR LCDC PERSONNEL USE ONLY)

BOOKING WARRANT CHECK _____ CLEAR _____ RELEASE WARRANT CHECK _____ CLEAR _____	DOC CHECK _____ CLEAR _____ OTHER _____	RECEIVING OFFICER (NAME AND NUMBER)
--	--	-------------------------------------

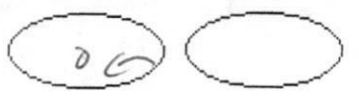
LCSO/D-7 (06/14) (2-PART)

Observations of Subject

Odor: ☒ Alcohol ☐ Marijuana ☐ None ☐ Faint ☐ Moderate ☐ Strong Other:	Clothing: ☒ Orderly ☐ Mussed ☐ Soiled ☐ Disorderly Other:	Footwear: ☐ None ☒ Flat Soled ☐ Sandals "Heels Other:
Speech: ☐ Apparently Normal ☐ Slurred ☒ Thick Tongued ☐ Stuttering ☐ Confused ☐ Incoherent ☐ Mumbling Other:	Eyes: ☐ Reddened ☐ Normal ☐ Bloodshot ☒ Watery ☐ Marked Reddening of the Conjunctiva Other: Eyelids: ☐ Normal ☒ Droopy Other: Pupil Size: ☒ Normal ☐ Constricted ☐ Dilated	
Attitudes: ☒ Polite ☐ Cooperative ☐ Apologetic ☐ Talkative ☐ Reserved ☐ Silent ☐ Indifferent ☐ Amused ☐ Carefree ☐ Excited ☐ Hilarious ☐ Cocky ☐ Sarcastic ☐ Insulting ☐ Profane ☐ Antagonistic ☐ Combative ☐ Confused ☐ Lying Other:		
Unusual Actions: ☐ Hiccapping ☐ Belching ☐ Vomiting ☐ Fighting ☐ Crying ☐ Laughing Other:		Balance: ☐ Normal ☒ Unsteady ☐ Falling Down Other:
Medical Conditions: ☒ None ☐ Diabetic ☐ Epileptic ☐ Currently Injured or Old Injuries, if checked what is/was injured? ☐ On Medication, if checked what medications? Other: Under the care of a doctor or dentist? ☒ Yes ☐ No, if checked what for?		

Alcohol Consumption: How Much? How Long Since Last Alcoholic Beverage? "sevent bars"
 Open Alcoholic Beverages Observed in Vehicle: ☒ Yes ☐ No If yes what kind? "Col. Morgan shorts bottle empty."

Roadside Maneuvers

Corrective Lenses: ☒ None ☐ Glasses ☐ Contacts, if so ☐ Hard ☐ Soft	Blindness: ☒ None ☐ Left ☐ Right	Pupil Size: ☒ Equal ☐ Unequal (explain)					
Horizontal Gaze Nystagmus	Right Eye	Left Eye	Walk and Turn Maneuver	One Leg Stand			
Lack of Smooth Pursuit	X	X	Cannot Keep Balance		0-10 Sec.	11-20 Sec.	21-30 Sec.
Distinct and Sustained Nystagmus at Max. Deviation	X	X	Starts Too Soon: "could not stay in position"	1 st Nine	2 nd Nine	Sways	
Onset of Nystagmus Prior to 45 Degrees	X	X	Stops Walking			Raises Arms	
Vertical Nystagmus: ☐ Yes ☒ No	☐ N/A Other:		Misses Heel-Toe	X	X	Hops	
Convergence			Steps to Side	X	X	Puts Foot Down	
			Raises Arms	X	X	Cannot Complete: "stated he cant do this"	
☐ N/A			Actual Steps Taken				
			Describe Turn: "spin around"				
			Other:				
			Cannot Complete: ☐ N/A				

Alphabet ☐ A-Z or ☒ J-T
 "said he couldn't do it"
☐ N/A

Counting ☒ 57-43
 "57-0"
☐ N/A

Preliminary Breath Test
 BrAC ☒ Refused
☐ Unavailable
☐ N/A

Modified Romberg Balance

Swayed: ☒ Front/Back ☐ Side to Side
Opened Eyes: ☐ Yes ☒ No
 How many times:
 Did the eye lids tremor? ☐ Yes ☒ No
 Did the head come forward? ☐ Yes ☒ No
 Elliptical Amount: 30
 Time Performed: 26
 Other:
☐ N/A

Finger to Nose

Finger	Finger Tip or Pad, Location
Left	☐ Tip ☐ Pad,
Right	☐ Tip ☐ Pad,
Left	☐ Tip ☐ Pad,
Right	☐ Tip ☐ Pad,
Right	☐ Tip ☐ Pad,
Left	☐ Tip ☐ Pad,
Other: ☐ N/A	

Roadside Conditions

Time of Day: ☐ Day ☐ Dusk ☒ Night	Weather Conditions: ☒ Dry ☐ Light Rain ☐ Heavy Rain ☐ Light Snow ☐ Heavy Snow	Temperature: ☐ Cold ☒ Cool ☐ Moderate ☐ Warm ☐ Hot	Wind: ☐ No Wind ☐ Slight Breeze ☐ Gusty ☐ Steady Wind ☐ Strong Wind	Stop Location Conditions: ☒ Street Light ☐ Flashlight ☐ Headlamps ☐ Overheads Off	Surface Conditions: ☒ Paved ☐ Loose Dirt ☐ Packed Dirt ☐ Gravel ☐ Grass Other:	Grade: ☒ Level ☐ Slight Slope ☐ Moderate Slope ☐ Steep Slope
---	---	--	--	---	---	--

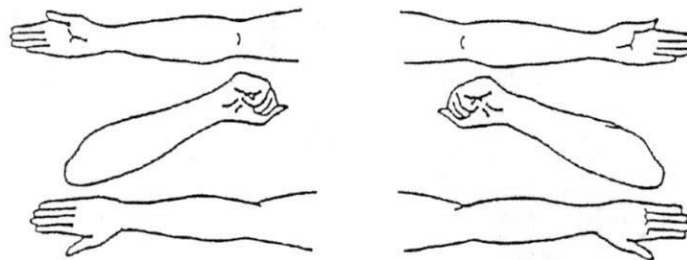
Marijuana Consumption: ☐ Yes ☐ No, If Yes How Much?
 Chronic User: ☐ Yes ☐ No Medical Marijuana: ☐ Yes ☐ No
 Still Feeling Effects of Marijuana? ☐ Yes ☐ No
 How Long Ago?
 How Strong Was the Marijuana?
 Did the Marijuana have a name?
 Marijuana Observed?
 Drug Paraphernalia Observed:
 Did the Subject have body Tremors? ☐ Yes ☐ No, if Yes Where?

Observations of Mouth: ☐ Discoloration of Tongue,
 Explain
 Observations of Gums: Burn Marks? ☐ Yes ☐ No,
 Explain
 Observations of Hands: Burn Marks? ☐ Yes ☐ No,
 Explain
 Any Other Observations of the Mouth?

Prescription and Illegal Drugs:

Are prescription or illegal drugs suspected or present? ☐ Yes ☐ No
 Explain
 If prescription drugs are located were they notated in narrative of the report? ☐ Yes ☐ No
 If prescription drug bottles were found were pictures taken of label or placed into evidence? ☐ Yes ☐ No
 What prescription medications were located?
 Date prescription was filled?
 What Quantity was the prescription for?
 How many pills were in the prescription bottle?
 Other:

Observation of Arms



Left Arm

Right Arm

Other Statements or Officer Notes:

While I attempted to pull Chad over he did not immediately pull over. He stopped at a red light and as I exited my vehicle and approached, he took off, finally stopping at a nearby gas station.

Chad could not stand in the instruction position and stopped off the road. Chad stated he could not do the one leg stand due to knee issues. Chad also stated he could not do the Alphabet J-T. When asked why, he said he just couldn't. Chad ~~counted~~ counted from 57-0 missing several numbers.

Officer Signature and Number:

17006

Revised: 101515

$$\sup \# 1$$

CASE # 20-965 SUPP # 01

RELEASE DATE: 05/08/2020

COLORADO BUREAU OF INVESTIGATION

TOXICOLOGY REQUEST FOR LABORATORY EXAMINATION

CBI LAB CASE # 020-943

SUBJECT

Chad Edward Amos
First Middle Last☒ M ☐ F6/20/77 9hr
DOB

REQUESTING AGENCY

J. Taylor
REQUESTING OFFICER

AGENCY CASE #

20-965
taylorj@co.la.mv.co.us

AGENCY ITEM #

TRIAL DATE

97-416-1985
PHONEOFFENSE ☒ DUI/DUID☐ Accident☐ Fatal Accident☐ Drug Facilitated Crime☐ Other: _____02/01/20
DATE OF OFFENSE (MM/DD/YYYY)0128
TIME OF OFFENSE (24:00)

NCIC OFFENSE CODE (IF KNOWN)

☒ Blood ☐ Urine ☐ Other _____02/01/20
Collection Date (MM/DD/YYYY)

Collection Time (24:00)

DRE CONDUCTED?

☐ YES**☒ NO

Please submit a copy of DRE opinion if available

Test(s) Requested

☒ Alcohol¹☒ Drugs²

List any drugs suspected and/or administered for medical treatment prior to blood draw:

Laboratory Scope of Analysis

1 - Alcohol: Volatiles analysis to include Ethanol, Acetone, Isopropanol, Methanol, Difluoroethane (DFE), and other volatiles (i.e. Sevoflurane).

2 - Drugs: Drugs of Abuse Screen (14 panel), Specialty Tests.

Drugs of Abuse Screen (14 panel):

Amphetamine: Amphetamine and MDA

Barbiturates: Amobarbital, Butabartial, Butalbital, Pentobarbital, Phenobarbital, & Secobarbital

Benzodiazepines: Alprazolam, Bromazepam, Chloridiazepoxide, Clonazepam, 7-Aminoclonazepam, Diazepam, Estazolam, Etizolam, Flurazepam, Lorazepam, Nitrazepam, Midazolam, Oxazepam, Phenazepam, Temazepam, Triazolam, and many other Designer Benzodiazepines

Buprenorphine: Buprenorphine and Norbuprenorphine

Carisoprodol: Carisoprodol & Meprobamate

Cocaine: Cocaine, Cocaethylene, & Benzoylcegonine

Fentanyl: Fentanyl, Norfentanyl, and many Fentanyl analogs

Marijuana: delta-9 THC, THC metabolites (Carboxy-THC & Hydroxy-THC)

Methadone: Methadone

Methamphetamine: Methamphetamine & MDMA

Opiates: Codeine, Morphine, Hydrocodone, Hydromorphone, & Heroin

Oxycodone: Oxycodone & Oxymorphone

Tramadol: Tramadol

Zolpidem: Zolpidem

9114 9014 9645 0466 8415 38

Specialty Tests (Will only be performed with a specific drug request and/or based upon the known Alcohol/Drug results):

Prescription Drug Screen: Antihistamines, Antidepressants, Antipsychotics, Anti-seizure medications, Muscle relaxants, and many others.

Drug Facilitated Crime Screen: 7-Aminofluorazepam, Flunitrazepam, GHB, Ketamine, Suvorexant, Zaleplon, Zopiclone, and Zolpidem.

Pain Management Assay: Mitragnine, U-47700, and many Fentanyl analogs.

Atypical Antipsychotic Assay: Aripiprazole, Asenapine, Brexpiprazole, Iloperidone, Lurasidone, Quetiapine, Risperidone, Vilazodone, and Ziprasidone.

Other Assays: Bath Salts (i.e. MDPV, Mephedrone), PCP, and Phenytoin.

By submitting evidence for testing, you agree to our posted Notice to Customer that can be found at the CBI website.

Submitting Party Signature

CONSENT FORM

Name of Subject (print): Chad AmosDate: 02/01/20I HAVE GRANTED PERMISSION FOR BLOOD SAMPLES TO BE TAKEN: [Signature]

Signature of Subject

BLOOD COLLECTOR'S REPORT

Place of Blood Collection: Poudre Valley HospitalCollection Date: 02/01/20 Time: _____Address: 1004 S. CennyBlood Kit Exp. Date: 8/31/21

I HEREBY CERTIFY THAT I DREW BLOOD SAMPLES FROM THE ABOVE NAMED PERSON in accordance with CRS 42-4-1301.1 & 42-4-1304:

Brittany Bethel
Signature of CollectorBrittany Bethel
Collector's Name (Please Print)

I HEREBY CERTIFY THAT I HAVE WITNESSED THE ACTUAL WITHDRAWAL OF BLOOD FROM THE ABOVE SUBJECT BY THE PERSON WHOSE SIGNATURE APPEARS ABOVE:

[Signature]
Signature of Witness
Toxicology RFLE
Document # 14758
Revision # 6[Signature]
Signature of WitnessDate: 02/01/20

BACCO TOXCON 4719

Issue date: 6/19/2019 8:49:17 AM
Issued by: Clint Thomason
Page 1 of 1

All Printed Copies are Uncontrolled

**COLORADO BUREAU OF INVESTIGATION
FORENSIC SERVICES****DENVER LABORATORY**
6000 W 54th Avenue, Arvada, CO 80002
Phone: (303) 463-7000, Fax: (303) 463-7001

20 965_2

John S. Camper
DirectorJanet M. Girten
Deputy Director

Laboratory Report

Lab Case #:	D20-943	Agency Case #:	20-965
Reporting Section:	Toxicology	Investigating Agency:	Larimer County Sheriff's Office
Date of Offense:	February 1, 2020		2501 Midpoint Dr.
Date of Submission:	February 5, 2020		Fort Collins, CO 80525
Date of Report:	April 10, 2020	Investigated By:	Josh Taylor
		Submitted to CBI by:	
		Delivery Method:	USPS 9114 9014 9645 0466 8415 38

Involved Subjects**Suspect:** Chad Edward Amos**DOB:** 06/20/1977**SID:**

CBI Item #:	Agency Item #:	Description of Evidence:
Item 1		TOX Collection Kit
Item 1.1		Gray top vial with blood
Item 1.2		Gray top vial with blood

Results/Opinions and Interpretations:

Item 1.1

Drug	Result	Method
Ethanol	0.157 +/-0.008 g/100 mL	HS-GC/FID
Drugs of Abuse Screen	Not Detected	ELISA

Result Statements:

Item 1.1: Ethanol/Volatiles analyzed by HS-GC/FID to include the following: Ethanol, Acetone, Difluoroethane, Isopropanol, and Methanol/Formaldehyde.

Item 1.1: Drugs of Abuse Screen analyzed by ELISA to include the following: Barbiturates, Benzoylcegonine (Cocaine), Benzodiazepines, Buprenorphine, Cannabinoids (delta 9-Tetrahydrocannabinol carboxylic acid), Carisoprodol/Meprobamate, Fentanyl, Methadone, Sympathomimetic Amines (Methamphetamine, Amphetamine, MDMA, & MDA), Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone & Oxymorphone), Tramadol, & Zolpidem.

Not Analyzed:

Item 1.2: Not analyzed.

Uncertainty Statements:

Measurement uncertainty of ethanol represents a confidence level of approximately 99%.

Rule 16 Disclosure:

The undersigned Forensic Scientist will testify to: his/her education, training and experience, CBI testing procedures, the results of this laboratory report, the general effects of the drug(s) identified in this report, and possibly how the reported results could have affected the individual in relation to this incident.

The Laboratory Report may be comprised of analytical tests conducted by other analysts.

Disposition of Evidence:

All Toxicology evidence will be maintained at a refrigerated temperature for no less than one-year from the submission

date and then discarded.



Lexi May, M.S., D-ABFT-FT
Forensic Scientist
lexi.may@state.co.us



Evidence Submitted Receipt

Date Received: 2/5/2020 12:44:00 PM

Comments:

Reason: Requested By Officer

Description: Submitted by agency. Received by Moulds, Cathy at Denver - EVIDENCE. Delivery Method: USPS. Carrier Package ID: 9114 9014 9645 0466 8415 38.

Investigating Officer: Taylor, Josh

Submitted by:

Case #:

D20-943

Agency:

Larimer County Sheriff's Office

Agency Case #:

20-965

Evidence:

Item 1

TOX Collection Kit

Agency Evidence #:

DR 2576P (12/02/13)
 COLORADO DEPARTMENT OF REVENUE
 Division of Motor Vehicles
 Driver Control Section; Room 164
 P.O. Box 173350
 Denver, CO 80217-3350
 www.colorado.gov/revenue

EXPRESS CONSENT AFFIDAVIT AND NOTICE OF REVOCATION

YOU MUST ACT WITHIN 7 DAYS
 THIS IS A LEGAL DOCUMENT

Number **3499937**

*Date of Notice _____

Respondent's Last Name <i>Amey</i>	First Name <i>Chris</i>	Middle Name <i>Edward</i>	Sex <i>M</i>	Height <i>5'10"</i>	Weight <i>215</i>	Hair <i>Blk</i>	Eyes <i>Grn</i>	
Date of Birth (MM/DD/YY) <i>06/20/77</i>	Mailing address <i>4821 E. 1st #130 Wellington CO</i>							
Plate # <i>AVX 859</i>			Registered Owner's Name (last, first, middle) ☐ Same as above		CDL ☐ CMV ☐ HAZMAT ☐			Accident Fatal ☐
				Actual Physical Control AM ☐ PM ☐				

You are hereby notified that on this date, you were asked to submit to a test or tests to determine the alcohol and/or drug concentration within your system. [§42-4-1301.1, C.R.S.]. The following constitute PROBABLE CAUSE to believe you were driving a motor vehicle while impaired by or under the influence of alcohol or drugs, or with a blood or breath alcohol content in excess of the limits imposed by law.

At <i>01:15</i> AM on <i>7/1/20</i> (date) you were operating a motor vehicle at: (location) <i>4821 E. 1st</i>	On contact you had the following: BREATH ☐ Normal ☒ Odor of alcoholic EYES ☐ normal ☐ bloodshot ☒ glassy ☐ watery ☐ other SPEECH ☒ normal ☐ slurred ☐ distinct ☐ other BALANCE ☐ normal ☒ unsteady ☐ falling ☐ other	Voluntary roadside maneuvers ☒ Yes ☐ No ☐ refused Satisfactorily completed as compared to a sober person ☐ Yes ☐ No Colorado Express Consent Law read or explained to respondent ☒ Yes ☐ No ☐ refused (what did officer see or hear)	Chemical test chosen ☐ blood ☐ breath Time of test/blood draw <i>12:45</i> AM on _____ Date of Stop B.A.C. <i>0.157</i>
You were contacted for: <i>Drunk Driving</i> (reason for contact)			

ORDER OF REVOCATION (§42-2-126 C.R.S.)

THIS IS YOUR OFFICIAL ORDER. Unless you make a written request for hearing, surrender your license, and receive a permit from the Department as explained below, this order takes effect on the eighth (8th) day following the Date of Notice*. This order remains in effect until you serve the period of revocation, comply with the provisions of §42-2-132 C.R.S., and complete the reinstatement process. Following reinstatement, you may have to pass a written and drive test before receiving a new driver's license.

- [] **REFUSAL.** Because you refused to take or complete, or to cooperate with any testing or tests of your blood, breath, saliva, and/or urine, your driver's license and/or driving privilege is hereby revoked. (FIRST OFFENSE - one year, three years if hazardous material violation. SECOND OFFENSE - two years, life if commercial licensee. THIRD OR SUBSEQUENT OFFENSE - three years, life if commercial licensee.)
- [X] **EXCESS B.A.C.** Because you submitted to testing that disclosed an alcohol concentration of **0.08** or more, or **0.02** or more if you are under the age of 21, your driver's license and/or driving privilege is hereby revoked. (FIRST OFFENSE - nine months, three months if under 21 and B.A.C. is under 0.08, one year if commercial licensee. SECOND OFFENSE - one year, six months if under 21 and B.A.C. is under 0.08, life if commercial licensee. THIRD OR SUBSEQUENT OFFENSE - two years, life if commercial licensee.)
- [] **COMMERCIAL VEHICLE AND/OR HAZARDOUS MATERIALS WITH EXCESS B.A.C.** Because you submitted to testing that disclosed an alcohol concentration of **0.04** or more, or at least **0.02** but less than **0.04** if you are under the age of 21, your driver's license and/or driving privilege is hereby revoked. (FIRST OFFENSE - one year, three years if hazardous material violation, three months if under 21 and B.A.C. is under 0.04. SECOND OFFENSE - life, six months if under 21 and B.A.C. is under 0.04. THIRD OR SUBSEQUENT OFFENSE - life, one year if under 21 and B.A.C. is under 0.04.)

YOU HAVE THE RIGHT TO REQUEST A HEARING (§42-2-126(7) C.R.S.) You must request a hearing in writing. If the department does not receive your written request by the first business day following the sixth (6th) calendar day from the Date of Notice*, you waive your right to hearing and this order is final. You may make your request for hearing in person at any Colorado Driver's License Office; **BRING THIS AFFIDAVIT AND NOTICE WITH YOU.** If you surrender a valid license either prior to or at the time of your written request, the Department may issue a temporary permit at that time; if issued, that permit is valid until your first scheduled hearing date. If the Department does not issue a temporary permit, this order takes effect on the eighth (8th) day following the Date of Notice* and your privilege is revoked pending final determination at hearing. **The hearing you request with the Department concerns only your driving privilege; it is not your court appearance. Refer to the Uniform Summons and Complaint in your paperwork for instructions regarding your court appearance on criminal charges.**

SURRENDER OF DRIVER'S LICENSE Section 42-2-126 (5)(b), C.R.S., requires the officer to take possession of any driver's license you hold. When you surrender your driver's license, the officer may issue a temporary permit that will remain in force for seven (7) calendar days after the Date of Notice*.

TEMPORARY PERMIT This entire notice and order is a temporary permit which expires on the seventh (7th) day after the Date of Notice* when indicated below and when signed by both you and the peace officer.

License Surrendered? ☐ Yes ☒ No	Temporary Permit Issued? For Interlock restricted drivers, see also DR 2057- Do not issue permit. ☐ Yes ☐ No			
Personally Served? (If blood do not serve) ☐ Yes ☐ No	Respondent's Signature (Officer, please explain a missing signature) <i>Blue Results</i>			
I swear, verify, and affirm under penalty of perjury that the information and facts contained in this Affidavit and Notice of Revocation are true to the best of my knowledge and belief.				
Officer's Signature <i>[Signature]</i>		Officer's Printed Name <i>J. Taylor</i>		
Officer Number <i>1206</i>	Law Enforcement Agency (No Abbreviations, please) <i>Larimer County Sheriff's Office</i>	County <i>Larimer</i>	District	Troop

(Original: Department of Revenue)

Read other side for information (Affidavit and Notice continues on back of form)

RELEASE DATE: 05/08/2020

RELEASED BY: L08022

COPY

LARIMER COUNTY SHERIFF'S OFFICE
EVIDENCE / PROPERTY LOG

Report # 20-965

Most Serious Offense DUI	Date of Occurrence 020120	Logged By (Print Name & Officer Number) NEWTON 96021	For (Print Name of Original Officer) TAYLOR 17006
Address / Location Retrieved From 8150 6 TH STREET WELLINGTON, CO		Review Retention In: ☒ 12 Months	
Victim's Name (LFM)	DOB	Elimination Prints Rolled? ☐ -Yes ☐ -No	Hm Ph 970- -
Home Address (include mailing address - P.O. Box/City/State/Zip)			Wk Ph 970- -
#1 Suspect's Name (LFM) AMOS, EDWARD CHAD	DOB 062077	Elimination Prints Rolled? ☐ -Yes ☐ -No	Hm Ph 970- -
Home Address (include mailing address - P.O. Box/City/State/Zip)			Wk Ph 970- -
#2 Suspect's Name (LFM)	DOB	Elimination Prints Rolled? ☐ -Yes ☐ -No	Hm Ph 970- -
Home Address (include mailing address - P.O. Box/City/State/Zip)			Wk Ph 970- -
#3 Suspect's Name (LFM)	DOB	Elimination Prints Rolled? ☐ -Yes ☐ -No	Hm Ph 970- -
Home Address (include mailing address - P.O. Box/City/State/Zip)			Wk Ph 970- -

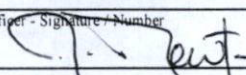
Item#	Quan	Description (Color, Brand, Model, Serial #, Damage, Etc.)	NCIC / CCIC	Owner Code	Dispo Code	Disposition Date	Storage Location
JN-1	1	9 DIGITAL PHOTOGRAPHS OF AMOS' VEHICLE	☒ -Clear ☐ -Stolen	L	E		-
-			☐ -Clear ☐ -Stolen				-
-			☐ -Clear ☐ -Stolen				-
-			☐ -Clear ☐ -Stolen				-
-			☐ -Clear ☐ -Stolen				-
-			☐ -Clear ☐ -Stolen				-
-			☐ -Clear ☐ -Stolen				-
-			☐ -Clear ☐ -Stolen				-
-			☐ -Clear ☐ -Stolen				-

Owner Codes: V-Victim, SB-Subject & #, S-Suspect & #, B-Business, L-LCSO, U-Unknown

Dispo Codes: E-Evidence, F-Found, H-Hold, D-Disposal, R-Return, O-Other

OWNER NOTIFICATION

Notify Method	Notify Date / Time	Person Contacted	By	Comments

Officer - Signature / Number 	Date 96021 2-2-20	Custodian - Signature / Number	Date
---	----------------------	--------------------------------	------

LCSD / A35 (09/99) (4 Part) (F/B)

Distribution: Evidence, Lab, Records, Logging Officer



Larimer County Sheriff's Office

Call History for CAD Call # P191540589

Call # **P191540589** Report# Call Type ALCO Call Desc ALCOHOL CT Pri Unit 9E19

Location\Area\RDist

3724 CLEVELAND AV, WEL (WELLINGTON GRILL, WEL) \ A1WE \ WERD1

Created:	6/3/2019 18:32:01
Dispatched:	6/3/2019 18:35:43
Enroute:	6/3/2019 18:35:43
OnScene:	6/3/2019 18:37:17
Closed:	6/3/2019 18:56:55

Time	Segment	Entry Operator	CAD Comments\Notes & Unit Info
18:32:01	CREATE	L19016	>CallType: ALCO (ALCOHOL CT) >RpName:VALARIE >RpPhone: [REDACTED] >Priority:4 >Response:1PAT >Location:WELLINGTON GRILL, WEL >Jurisdiction:WEL >LocCross:btwn 1ST ST and 2ND ST >Darea:LC >RD:WERD1 >MapInfo:2101 B9
18:34:45	LOCPRS	L19016	>Location:WELLINGTON GRILL, WEL
18:34:45	ENTRY	L19016	>CallType: ALCO (ALCOHOL CT) >RpName:VALARIE >RpPhone: [REDACTED] >Priority:4 >Response:1PAT >Location:WELLINGTON GRILL, WEL >Jurisdiction:WEL >LocCross:btwn 1ST ST and 2ND ST >Area:A1WE >Darea:LC >RD:WERD1 >MapInfo:2101 B9 ...Comments:TWO OLDER MALES AND ONE FEM TRYING TO LEAVE THE BAR AND THEY ARE EXTREMELY INTOXICATED. THEY ARE TRYING TO GET INTO A BLACK CHEVY PICKUP PARKED RIGHT IN FRONT OF THE BAR.
18:34:45	PREMIS	TIB	...Comments:PPR, FPR, RP
18:34:47	SELECT	L16027	
18:34:48	SGGEST	L16027	...Comments:Standard
18:35:04	INFO	L19016	...Comments:RP COULD NOT SEE THE PLATE OF THE TRUCK BUT STATED THE DEPUTIES COULDN'T MISS IT
18:35:22	INFO	L19016	...Comments:RP ALSO STATED THAT THERE ARE TWO WAITRESSES THAT ARE TRYING TO STOP THE 4 PEOPLE FROM DRIVING
18:35:43	DISPER	L16027	Unit:9E19 >OperatorID(s):L18008 >Operator(s):YEAGER,BRANDON >CallType: ALCO
18:35:43	DISPER	L16027	Unit:9Z43 >OperatorID(s):L01022 >Operator(s):WILLIAMSON,JUSTIN >CallType: ALCO
18:35:43	PRIU	L16027	Unit:9E19
18:37:17	ONSCN	L16027	Unit:9Z43
18:38:29	ONSCN	L16027	Unit:9E19
18:38:32	CONTCT	L16027	Unit:9Z43
18:38:43	PRIOR	L19031	>Location:3724 CLEVELAND AV, WEL
18:40:30	NOMORE	L19016	
18:40:36	RFT	L07005	Unit:9E19 ...Comments:INQUIRY QV,,,,,,,,,2562,WY,TK,,,,,
18:41:43	RFT	L07005	Unit:9E19 ...Comments:INQUIRY QV,MIZE,MARLIN,032558,M,,,,,WY,,,,,,,,,
18:42:04	CONTCT	L07005	Unit:9E19
18:42:04	CONTCT	L07005	Unit:9Z43
18:44:34	OK	L16027	Unit:9E19

<u>Time</u>	<u>Segment</u>	<u>Entry Operator</u>	<u>CAD Comments\Notes & Unit Info</u>
18:44:34	OK	L16027	Unit:9Z43
18:56:30	MISC	L18008	Unit:9E19 ...Comments:NOBODY ENTERED THE VEHICLE AND STAFF GOT THE INTOXICATED A ROOM AT THE DAYS INN. FEMALE WAS UNCOOP AND WANTED TO ARGUE ABOUT HOW VALID A PBT WAS EVEN THOUGH NOBODY WAS GETTING CHARGED. BOTH MALES COOP AND APOLOGETIC. NO LE ACTION
18:56:54	CLEAR	L16027	Unit:9E19 >CallType: ALCO >Call Dispo:NAT
18:56:55	CLEAR	L16027	Unit:9Z43 >CallType: ALCO
18:56:55	CLEAR	L16027	
18:56:55	CLOSE	L16027	



Board of Trustees Meeting

Date: June 23, 2020
Submitted By: Tyler Sexton, Finance Director
COVID-19 & Budget Update
Subject: Staff Presentation: Tyler Sexton, Interim Finance Director

EXECUTIVE SUMMARY

Updated analysis for 2020 estimated revenues. These Revenues include sales tax, impact fees, building use tax, motor vehicle use tax, and interest income.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

No action necessary at this time.

ATTACHMENTS

None

Treasurer Financial Report – May 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)

	5/31/2020 ACTUAL	12/31/2020 BUDGET	5/31/2020 YTD	YTD % Change
Revenues				
Taxes and Impact Fees	394,634	3,609,779	1,675,483	46%
Licenses and Permits	91,058	501,560	323,079	64%
Intergovernmental	364	3,690	1,606	44%
Charges for Services	13,128	101,927	41,828	41%
Fines and Forfeitures	58	11,719	3,054	26%
Earnings and Investments	4,756	179,161	37,696	21%
Miscellaneous	157	14,695	6,542	45%
Total Revenue	504,154	4,422,531	2,089,289	47%
Transfers In				
General Fund	201,764	2,421,173	1,008,822	42%
Total Transfers In	201,764	2,421,173	1,008,822	42%
Expenditures				
Current:				
General Government	125,379	2,535,579	866,853	34%
Public Safety	5,073	1,466,817	46,192	3%
Public Works	87,871	1,514,049	459,318	30%
Parks and Recreation	293	90,910	32,866	36%
Economic Development	18,949	261,910	110,202	42%
Library	6,358	203,340	77,172	38%
Capital Outlay	11,023	1,541,000	343,953	22%
Total Expenditures	254,945	7,613,605	1,936,557	25%
Excess of Revenue over				
Expenditures	450,974	(769,901)	1,161,554	
Fund Balance at Beg (Estimated)	5,551,060	5,551,060	5,551,060	
Fund Balance at End (Estimated)	6,002,034	4,781,159	6,712,614	140%

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

(All figures Unaudited)	5/31/2020	12/31/2020	5/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	136,477	1,977,305	654,371	33%
Licenses and Permits	13,850	1,800	40,450	2247%
Earnings and Investments	1,075	21,906	10,010	46%
Miscellaneous	-	2,000	220	11%
Total Revenue	151,402	2,003,011	705,051	35%
Expenditures				
Current:				
Public Works	24,011	337,842	105,438	31%
Capital Outlay	-	1,064,189	9,554	1%
Total Expenditures	24,011	1,402,031	114,992	8%
Transfers Out				
Transfer to General Fund	42,245	506,938	211,224	42%
Total Transfers Out	42,245	506,938	211,224	42%
Excess of Revenue over				
Expenditures	85,146	94,042	378,835	
Fund Balance at Beg (Estimated)	1,445,059	1,445,059	1,445,059	
Fund Balance at End (Estimated)	1,530,205	1,539,101	1,823,894	119%

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

(All figures Unaudited)	5/31/2020	12/31/2020	5/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	140,994	1,337,037	613,975	46%
Charges for Services	58	109,599	25,042	23%
Earnings and Investments	1,342	35,000	12,271	35%
Miscellaneous	-	-	-	0%
Total Revenue	142,393	1,481,636	651,287	44%
Transfers In				
Conservation Trust	-	200,000	-	0%
Total Transfers In	-	200,000	-	0%
Expenditures				
Current:				
Parks and Recreation	37,641	1,014,679	316,020	31%
Capital Outlay	-	333,000	32,210	10%
Debt Service:				
Principal	19,705	225,881	98,099	43%
Interest	2,750	43,579	14,176	33%
Total Expenditures	60,096	1,617,139	460,505	28%
Transfers Out				
Transfer to General Fund	27,847	334,162	139,234	42%
Total Transfers Out	27,847	334,162	139,234	42%
Excess of Revenue over				
Expenditures	54,451	(269,665)	51,548	
Fund Balance at Beg (Estimated)	2,484,872	2,484,872	2,484,872	
Fund Balance at End (Estimated)	2,539,323	2,215,207	2,536,420	115%

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

(All figures Unaudited)

	5/31/2020	12/31/2020	5/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Intergovernmental	-	92,000	24,272	26%
Earnings and Investments	373	9,500	3,472	37%

Total Revenue	373	101,500	27,744	27%
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Transfers Out

Transfer to Park Fund	-	-	-	0%
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Total Transfers Out	-	-	-	0%
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Excess of Revenue over

Expenditures	373	101,500	27,744	
Fund Balance at Beg (Estimated)	479,190	479,190	479,190	
Fund Balance at End (Estimated)	479,564	580,690	506,934	87%

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

(All figures Unaudited)	5/31/2020	12/31/2020	5/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	198,332	2,097,382	737,740	35%
Miscellaneous	-	-	-	0%
Total Operating Revenue	198,332	2,097,382	737,740	35%
Operating Expenses				
Administrative	75,723	908,674	378,614	42%
Operating	89,207	2,226,170	336,158	15%
Depreciation	-	-	-	0%
Total Operating Expenses	164,930	3,134,844	714,772	23%
Operating Income (Loss)	33,402	(1,037,462)	22,968	-2%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	13,097	85,593	64,657	76%
Earnings on Investments	10,688	371,046	79,166	21%
Interest Expense	(2,600)	(480,306)	(41,948)	9%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	8,088	(109,260)	37,218	-34%
Income (Loss) Before Transfers & Contributions	41,490	(1,146,722)	60,185	
Capital Contributions	497,875	4,466,601	2,370,979	53%
Changes in Net Position	539,365	3,319,879	2,431,165	73%
Net Position Beg (Estimated)	35,744,566	35,744,566	35,744,566	100%
Net Position End (Estimated)	36,283,931	39,064,445	38,175,731	98%
Fund Balance Beg (Estimated)*	18,032,137	18,032,137	18,032,137	
Change**	(1,574,336)	(2,615,922)	(500,611)	
Fund Balance End (Estimated)	16,457,801	15,416,215	17,531,526	

*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)	5/31/2020	12/31/2020	5/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	119,892	1,327,389	579,812	44%
Total Operating Revenue	119,892	1,327,389	579,812	44%
Operating Expenses				
Administrative	46,110	553,319	230,550	42%
Operating	62,392	783,772	282,624	36%
Depreciation	-	-	-	0%
Total Operating Expenses	108,501	1,337,091	513,173	38%
Operating Income (Loss)	11,391	(9,702)	66,639	-687%
Non - Operating Revenues (Expenses)				
Earnings on Investments	5,819	163,386	76,107	47%
Interest Expense	-	(133,521)	(8,905)	7%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	5,819	29,865	67,201	225%
Income (Loss) Before Transfers & Contributions	17,210	20,163	133,840	
Capital Contributions	240,000	1,944,000	960,000	49%
Changes in Net Position	257,210	1,964,163	1,093,840	56%
Net Position Beg (Estimated)	21,901,894	21,901,894	21,901,894	100%
Net Position End (Estimated)	22,159,104	23,866,057	22,995,734	96%
Fund Balance Beg (Estimated)	10,057,413	10,057,413	10,057,413	
Change*	246,458	224,008	907,990	
Fund Balance End (Estimated)	10,303,871	10,281,421	10,965,403	

*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)	5/31/2020	12/31/2020	5/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	50,146	589,002	250,660	43%
Total Operating Revenue	50,146	589,002	250,660	43%
Operating Expenses				
Administrative	9,840	118,080	49,200	42%
Operating	405	275,708	5,112	2%
Depreciaton	-	-	-	0%
Total Operating Expenses	10,245	393,788	54,312	14%
Operating Income (Loss)	39,901	195,214	196,348	101%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	27,924	97,286	119,050	122%
Earnings on Investments	588	20,558	5,473	27%
Total Non-Operating Revenues (Expenses)	28,512	117,844	124,523	106%
Income (Loss) Before Transfers & Contributions	68,413	313,058	320,871	
Capital Contributions	-	-	-	0%
Changes in Net Position	68,413	313,058	320,871	102%
Net Position Beg (Estimated)	3,913,099	3,913,099	3,913,099	100%
Net Position End (Estimated)	3,981,512	4,226,157	4,233,970	100%
Fund Balance Beg (Estimated)	1,026,448	1,026,448	1,026,448	
Change*	68,413	(303,241)	162,094	
Fund Balance End (Estimated)	1,094,861	723,207	1,188,542	

*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)				
	5/31/2020 ACTUAL	12/31/2020 BUDGET	5/31/2020 YTD	YTD % Change
Transfers				
Transfers In	2,154,062	23,050,813	2,910,675	13%
Total Transfers In	2,154,062	23,050,813	2,910,675	13%
Capital Projects				
Down Town Master Plan	-	-	-	0%
Property Acquisition	-	350,000	266,562	76%
Comprehensive Plan/Land Use Update	10,447	150,000	23,457	16%
Town Hall Space Needs Assessment	576	770,000	1,963	0%
Economic Development Study	-	10,000	-	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	18,585	13,730,780	69,914	1%
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	90,586	480,000	332,978	69%
Bulk Water Dispenser	-	60,000	-	0%
3 Chemical Chlorine Dioxide	-	160,000	-	0%
Improved Carbon Feed System	-	70,000	-	0%
Fire Hydrant Replacement	-	60,000	-	0%
Distribution System Master Plan	-	125,000	-	0%
Buffalo Creek Booster Station Upgrade	-	40,000	-	0%
Distribution System Rehabilitation Project	-	200,000	5,722	3%
Nano Plant Expansion	-	47,513	-	0%
Back-Up MGD Pump	11,315	60,000	11,315	19%
Bulk NaOH and Antiscalant	-	30,000	-	0%
Clearwell HS Pump Upgrage	-	25,000	-	0%
Water Source Development	2,011,800	3,046,126	2,017,380	66%
WWTP Pumps	-	16,674	21,063	126%
Clarifier Rehabilitaion Project	-	523,062	3,252	1%
WWTP Driveway Paving	-	135,000	-	0%
WWTP Masterplan	10,753	185,000	10,753	6%
WWTP Shed at Effluent Outfall	-	8,000	-	0%
WWTP Clarifier 3&4 rehabilitation project	-	110,000	-	0%
Manhole Rehab	-	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%
Design at State Highway at	-	70,000	-	0%
Crosswalk Safety Projects	-	75,000	-	0%
Town Automobile	-	60,000	51,972	87%

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

(All figures Unaudited)	5/31/2020	12/31/2020	5/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Vehicle Replacement	-	60,000	28,663	48%
Pot Hole Machine	-	50,000	-	0%
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	2,154,062	23,050,813	2,882,012	13%
Changes in Net Position	-	-	-	0%
Fund Balance End (Estimated)	-	-	-	0%

Town of Wellington
Checks Paid
05-15-20 to 06-15-20

Check Issue Date	Package	Payee	Amount
5/18/2020	CENTURYLINK	970-568-3021 261	249.50
5/18/2020	XCEL ENERGY	Utility Bills	486.29
5/18/2020	HealthEZ	Health Insurance Premiums	32,018.88
5/20/2020	DELUXE BUSINESS CHECKS	DEPOSIT TICKETS	168.71
5/20/2020	HEALTHIEST YOU	May Insurance Premiums	510.00
5/20/2020	TDS	Internet at 3749 Harrison	119.90
5/20/2020	BASIC BENEFITS LLC	MAY 2020 MONTHLY COBRA FEE	26.00
5/20/2020	GUARDIAN	JUNE INSURANCE PREMIUM	4,946.89
5/20/2020	RISE BROADBAND	WATER PLANT INTERNET	89.38
5/20/2020	TDS	Internet at 3749 Harrison	74.95
5/20/2020	XCEL ENERGY	UTILITIES	9,032.67
5/20/2020	LORI WOODRUFF	CAKE FOR KIM KEISS	25.00
5/21/2020	GALLEGOS SANITATION	TOILET SERVICE	1,523.50
5/24/2020	Utility Management	ADAMS, DAVID	63.03
5/24/2020	Utility Management	ALTHAUSER, DARRYL/COLLEEN	22.47
5/24/2020	Utility Management	BALDASSARO CANDELLA	100.00
5/24/2020	Utility Management	CARMACK, KATELYN/STEPHEN	7.39
5/24/2020	Utility Management	DR HORTON	69.59
5/24/2020	Utility Management	FISHER, JASON	118.10
5/24/2020	Utility Management	GATEWAY HOMES OF COLORADO	69.51
5/24/2020	Utility Management	GUIBERSON, MARK	73.08
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	57.33
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	57.33
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	57.33
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	57.33
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	57.33
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	77.26
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	75.53
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	70.46
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	70.76
5/24/2020	Utility Management	HARTFORD CONSTRUCTION LLC	70.59
5/24/2020	Utility Management	HARTFORD HOMES	94.38
5/24/2020	Check on Demand	JAMES PERRY	100.00
5/24/2020	Utility Management	JAYCE & ELIZA THOEN	90.86
5/24/2020	Utility Management	OXFORD, JESSICA/ROBERT	107.95
5/24/2020	Utility Management	SACKMAN, KARI	19.55
5/24/2020	Utility Management	SAGE HOMES LLC	57.33
5/24/2020	Utility Management	SAGE HOMES LLC	77.76
5/24/2020	Utility Management	SMITH, AARON	81.20
5/24/2020	ALL COPY PRODUCTS, INC.	COPIER USAGE	1,622.53
5/24/2020	ALLWATER SUPPLY LLC	WTP Sodium Hypochlorite Feed System RO Filter	11,315.16
5/24/2020	CASELLE, INC.	5/1/20-12/31/20 HOSTED USER SUPPORT & MAINT.	600.00
5/24/2020	CHALLENGER SPORTS CORP	Reversible jerseys for 2020 youth sports.	2,598.00
5/24/2020	CHEMTRADE CHEMICALS US LLC	2020 Blanket PO for WTP Chemicals	5,479.72
5/24/2020	COURTESY LAWN & TREE CARE INC.	2020 Blanket PO Fertilization for Parks	4,000.00
5/24/2020	DAVID W. SCHNEIDER	Blanket PO for Greenhouse/Harrison Ave	81.00
5/24/2020	ELWOOD STAFFING SERVICES, INC	Invoice: 2343044; Baird - \$506.25; Yarbrough - \$918.00	4,251.15
5/24/2020	EON OFFICE	MASKS	790.00
5/24/2020	HACH CO.	2020 Blanket PO for WTP Chemicals	176.85
5/24/2020	INFUSION ARCHITECTS	WELLINGTON TOWN HALL MP	576.00
5/24/2020	INTERSTATES CONSTRUCTION SRVCS	Wilson Wells Improvement	42,322.74
5/24/2020	JACOBS ENGINEERING C/O BANK OF AMERICA	Enginneering Support Services	34,647.50
5/24/2020	KACY GRAPHICS	BLANKET PO FOR CONTRACT WORK	1,620.00
5/24/2020	L.C. SALES TAX ADMINISTRATOR	Less 3 1/3% Vendor Fee	21,188.45
5/24/2020	LAND TITLE GUARANTEE COMPANY	Parcel Processing Fee for Zoning for Waterlines	1,300.00
5/24/2020	MARK OLSON	FINAL INVOICE	1,425.00
5/24/2020	NORTH POUDRE IRRIGATION	TRANSFER FEE	200.00
5/24/2020	PURCHASE POWER	postage for meter	320.99

5/24/2020	POUDRE SCHOOL DISTRICT	BLANKET PO --Gym Rental feels/Poudre School District	552.00
5/24/2020	RH WATER & WASTEWATER, INC	WTP Monthly Monitoring	700.00
5/24/2020	SAFEBUILT COLORADO, LLC	April Permit Activity	41,071.41
5/24/2020	TIMBERLINE ELECTRIC & CONTROL CORP.	WTP Broadbnd Modem SCADA backup	12,790.00
5/24/2020	UNITED MAILING	BLANKET PO FOR 2020 UTILITY BILLING	1,701.59
5/24/2020	USA BLUE BOOK	WWTP LMI Pump	1,424.99
5/24/2020	VERIZON WIRELESS	TOWN CELL PHONES	3,411.75
5/24/2020	WELLINGTON FIRE PROTECTION DIS	Less 5% Vendor Fee	25,308.00
5/24/2020	WEX BANK	SENIOR BUS	2,524.19
5/24/2020	WOODARD & CURRAN INC	Cost of Service & Rate Study	2,550.00
6/2/2020	ALLSTATE	MAY PREMIUMS	418.56
6/2/2020	POUDRE VALLEY REA	Town Utility Bills	4,443.09
6/2/2020	RISE BROADBAND	Internet for WWTP	119.38
6/2/2020	XCEL ENERGY	3804 Cleveland Ave	16.44
6/3/2020	TDS	Internet at 4006 Hayes Ave	194.90
6/3/2020	XCEL ENERGY	STREET LIGHTS	12,310.87
6/7/2020	Check on Demand	JOSEPH FOWLER	167.20
6/7/2020	A.V. CONCRETE SERVICES LLC	Concrete Repair for Disribution System Rehab	3,500.00
6/7/2020	ALL COPY PRODUCTS, INC.	COPIER USAGE	849.96
6/7/2020	ATKINS CONSTRUCTION AND LANDSCAPE	Hydroseeding for 6th St. Drainage	1,187.00
6/7/2020	BUFFALO CREEK SUBDIVISION AT WELLINGTON	WCP Irrigation Pumphouse Electricity	399.87
6/7/2020	COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	190.00
6/7/2020	COLORADOAN	ELECTION RESULTS PUBLISHING	41.71
6/7/2020	DPC INDUSTRIES, INC	2020 Blanket PO for WWTP Chemicals	1,927.50
6/7/2020	ELWOOD STAFFING SERVICES, INC	Invoice: 2357257 Baird - \$779.63; Yarbrough - \$918.00	1,697.63
6/7/2020	HACH CO.	Flow Monitoring of Sewer System	10,500.00
6/7/2020	HARCROS CHECMICALS INC	2020 Blanket PO for WTP Chemicals	13,400.00
6/7/2020	LARIMER COUNTY SHERIFF	1ST QUARTER 2020 RESOURCE OFFICER SERVICES	337,828.50
6/7/2020	LEWAN & ASSOCIATES, INC.	4/30/20 SUPPORT CHANGE ORDER	3,657.50
6/7/2020	LOGAN SIMPSON DESIGN INC	Professional Services for 3/14/2020 - 4/10/2020	11,124.00
6/7/2020	MUNICODE	SUPPLEMENTS PAGES TO CODE BOOK	2,025.73
6/7/2020	Quantum Pump and Controls LLC	Wilson Wells VFD	800.00
6/7/2020	TREE TOP INC.	2020 Blanket PO for Tree Services	2,050.00
6/7/2020	UNCC	Sewer Line Locates	348.66
6/7/2020	UNITED MAILING	BLANKET PO FOR 2020 UTILITY BILLING	1,695.00
6/7/2020	WELD CNTY DEPT PUBLIC HEALTH ENVIRONMENT	2020 Blanket for Water Testing	380.00
6/7/2020	WEX BANK	SENIOR BUS	4,886.67
Total			693,784.31

**Town of Wellington
P Card Purchases
04-13-20 to 05-15-20**

Date	Description	Amount	Vendor
04/14/2020	PRINTER INK CARTRIDGE	71.78	AMAZON.COM*XG6CJ5GL3
04/14/2020	PURELL-COVID 19	292.90	AMAZON.COM*CJ6QL3ZQ3
04/14/2020	BUNNY COSTUME PARTIAL REFUND	(27.50)	THE LIFE OF THE PARTY
04/14/2020	LABEL TAPE AND TOTALIZER	721.85	USA BLUE BOOK
04/14/2020	KID'S BOOKS - GRANT	183.55	GARETHSTEVE
04/14/2020	WORK SAFETY GLOVES	23.99	BOMGAARS #69 WELLINGTO
04/14/2020	GLIDE APPLICATION	29.00	GLIDEAPPS.COM
04/14/2020	ALCOHOL	19.49	USA BLUE BOOK
04/14/2020	WWTP UNIFORM SERVICE	187.80	LOVELAND STEAM LAUNDRY
04/15/2020	Masks	144.99	AMZN MKTP US*UT1J031P3
04/15/2020	FLASH DRIVE-CYNTHIA	27.99	AMZN MKTP US*DE2AE4FV3
04/15/2020	Software Renewal	400.00	ESRI
04/15/2020	PUMP REPAIR KIT	183.66	USA BLUE BOOK
04/15/2020	TUBING	54.38	GRAINGER
04/15/2020	CABLE CLAMPS	21.10	GRAINGER
04/16/2020	BATTERIES FOR WTP	23.24	AMAZON.COM*VN5BP3AD3
04/16/2020	COVID 19 TELEWORKING-AP INK CARTRIDGE	70.38	AMZN MKTP US*IC9KD8QM3
04/16/2020	TAPE DISPENSER	3.98	AMAZON.COM*898XY1GQ3
04/16/2020	TEMP GAUGE FOR ADDITIONAL STORAGE	78.02	AMZN MKTP US*AC3D75Z03
04/16/2020	COVID 19- LIBRARY HAND SANITIZER	28.80	AMAZON.COM*LG94F4IY3
04/17/2020	WTP GAS	945.09	POLAR GAS INC
04/17/2020	COVID 19-LIBRARY DISINFECTING WIPES	28.98	AMAZON.COM*XB9432BJ3
04/17/2020	COVID 19-LIBRARY DISPOSABLE GLOVES	16.57	AMZN MKTP US*Y0VA3J93
04/17/2020	UB-VAL COMPUTER CABLE	14.99	AMZN MKTP US*XU8NY7VW3
04/17/2020	WATER METER PIT CASTINGS	233.85	DANA KEPNER COMPANY
04/17/2020	GLOVES FOR TRASH PICKUP & FASTENERS FOR TRASH BAGS	18.12	BOMGAARS #69 WELLINGTO
04/17/2020	RETURN	(18.12)	BOMGAARS #69 WELLINGTO
04/17/2020	SANDPAPER & FILLER FOR SHOP	16.98	BOMGAARS #69 WELLINGTO
04/17/2020	PARKS EQUIPMENT BATTERY REPLACEMENT FOR EDGER	50.99	BOMGAARS #69 WELLINGTO
04/17/2020	FLEET VEHICLE R&M	20.00	NAPA PARTS 0030920
04/17/2020	FLEET VEHICLE R&M SUPPLIES	9.17	NAPA PARTS 0030920
04/17/2020	CORE BATTERY RETURN FOR EQUIPMENT BATTERY R&M	(9.00)	BOMGAARS #69 WELLINGTO
04/17/2020	PARKS EQUIPMENT PRIMER	4.99	BOMGAARS #69 WELLINGTO
04/17/2020	OFFICE SUPPLIES	5.75	FAMILY DOLLAR #9016
04/17/2020	KID'S BOOKS - GRANT	804.55	CAPSTONE
04/20/2020	COVID 19 - HAND SANITIZER FOR STAFF	567.75	USA BLUE BOOK
04/20/2020	SMALL TOOLS FOR STREETS	19.98	AMZN MKTP US*YH5E39KE3
04/20/2020	CPU FOR WTP	627.99	PAYPAL *BESTBUY COM
04/20/2020	UB-VAL COMPUTER MONITORS	289.98	AMAZON.COM*DO4AD4IM3
04/20/2020	Replacement Door	420.00	COLLINS DOOR & HARDWAR
04/20/2020	TEST KIT	76.83	USA BLUE BOOK
04/21/2020	ZOOM MONTHLY BILL	189.35	ZOOM.US
04/21/2020	WTP LAB SAMPLING WATER	41.04	DS SERVICES STANDARD C
04/21/2020	COVID 19 - PW TELEWORK FOR PW ADMIN STAFF	15.99	ZOOM.US
04/21/2020	PARKS TRUCK PLUGS	3.11	NAPA PARTS HEILBRUNS
04/21/2020	LAB CHEMICALS	176.85	HACH COMPANY
04/21/2020	MODEM FOR CARMEN TO WORK FROM HOME	68.53	CONNECTED SOLUTIONS GR
04/22/2020	HAND SANITIZER FOR PARKS & STREETS CREW	309.72	AMZN MKTP US*XH8H41DP3
04/22/2020	TEST KIT	60.45	USA BLUE BOOK
04/23/2020	BINDERS FOR PW ADMIN OFFICE	150.64	EON OFFICE PRODUCTS
04/23/2020	BOAT COVER	259.00	AMZN MKTP US*4271N5KA3
04/23/2020	STREETS FLEET VEHICLE TRANSMISSION FLUID	62.40	NAPA PARTS HEILBRUNS
04/23/2020	CRIMP TOOL FOR STREETS SHOP	7.29	PARKER STORE MCCOY SAL
04/23/2020	COVID-19 FACE MASKS	36.26	AMAZON.COM*6U3CP9T53 A
04/23/2020	COVID-19 DISPOSABLE GLOVES	13.45	AMAZON.COM*ED71932L3
04/23/2020	WEATHER STATION	171.06	AMZN MKTP US*AN7DA5233
04/24/2020	COVID 19 - MASKS FOR STAFF	39.96	AMZN MKTP US*FL88J07Z3
04/24/2020	BOLTS FOR PW SHOP	29.20	AMZN MKTP US*VG06B1A13
04/24/2020	CHOP SAW	189.05	AMZN MKTP US*8V6KV3KL3
04/24/2020	PARKS AERATOR ADAPTORS	89.95	AMZN MKTP US*RU3G753H3
04/24/2020	DIGITAL MANUALS	9.32	SCRIBD INC
04/24/2020	COVID-19 REUSABLE LIBRARY GLOVES	74.97	AMZN MKTP US*753L54HJ3
04/24/2020	HAMMER DRILL	105.99	AMZN MKTP US*DJ40W05E3
04/27/2020	COFFEE FOR WWTP	42.99	AMAZON.COM*J57Q91HL3
04/27/2020	ESCRPTIONBOLTS FOR PW SHOP	29.20	AMZN MKTP US*HS6VG0FQ3
04/27/2020	NEW VEHICLE REGISTRATION FOR PW	28.33	CO MOTOR VEHICLE SERVI
04/28/2020	WWTP BINDERS FOR REPORTS	13.95	AMZN MKTP US*2L0V25G43
04/28/2020	WWTP CLIPBOARDS FOR FLOW REPORTS	11.99	AMAZON.COM*IB5J12PF3
04/28/2020	BINDER CLIPS FOR WWTP	4.98	AMAZON.COM*S68VZ6BN3
04/28/2020	SLUDGE JUDGE HANGER PARTS.	15.85	BOMGAARS #69 WELLINGTO
04/28/2020	WTP OFFICE SUPPLIES	86.48	AMAZON.COM*U40KS9XO3

04/28/2020	OFFICE/CLEANING SUPPLIES	166.79	EON OFFICE PRODUCTS
04/28/2020	HR-LORI COMPUTER MONITOR	284.00	AMZN MKTP US*CY6K46YD3
04/28/2020	COVID 19 TELEWORKING-AP INK CARTRIDGES	61.78	AMZN MKTP US*AV50L9SA3
04/28/2020	STENNER DOSING PUMP FOR POLY.	510.62	AMZN MKTP US*V017E7P23
04/28/2020	PALLET JACK.	413.05	AMZN MKTP US*UB82T30Q3
04/28/2020	PH METER STIRRERS.	188.39	AMZN MKTP US*F25DG3Y73
04/29/2020	TABLET FOR SCADA PROCESSING AT WTP NANO PLANT	559.00	AMAZON.COM*924SM66D3
04/29/2020	WWTP COPY PAPER	31.99	AMAZON.COM*PC2KW7NU3
04/29/2020	TECHNOLOGY CASE FOR NANO PLANT	22.00	AMZN MKTP US*OZ37E6AN3
04/29/2020	DOMAIN REGISTRATION	400.00	VRSN DOTGOVREGISTRATIO
04/29/2020	LUNCH MEETING TO DISCUSS WATER SHARES AND PURCHASING	27.62	PIZZA PALACE
04/29/2020	CURB STOP BUSHING NANO	360.00	DANA KEPNER COMPANY
04/29/2020	HUSKY TOOL BOX FOR THE PLANT	849.00	HOMEDEPOT.COM
04/30/2020	LIBRARY SHREDDER	159.99	AMZN MKTP US*CB9GX5TP3
04/30/2020	WATER FILTER FOR THE PLANT.	89.99	AMZN MKTP US*WH1MK2AC3
04/30/2020	OUTLET STRIPS FOR WTP OFFICE COMPUTERS	15.98	BOMGAARS #69 WELLINGTO
04/30/2020	AWWA MEMBERSHIP	334.00	AWWA.ORG
04/30/2020	CURB STOP, BUSHING	115.87	DANA KEPNER COMPANY
04/30/2020	PVC FEM ADPT, THREAD TAPE	23.53	KELLY SUPPLY CO FORT C
05/01/2020	RED INK FOR POSTAGE MACHINE	161.48	PITNEY BOWES PI
05/01/2020	COMPRESSED AIR FOR WTP	16.99	AMAZON.COM*FV4R90G63
05/01/2020	VOLLEYBALLS FROM 2019 INVOICE THAT WASN'T ORIGINALLY SENT.	139.90	GO JO SPORTS
05/01/2020	FACIAL TISSUE AND TOILET PAPER FOR THE RECREATION OFFICE.	108.49	EON OFFICE PRODUCTS
05/01/2020	WTP NATURAL GAS	458.90	POLAR GAS INC
05/01/2020	SPLASH PAD DOOR LOCK R&M	123.00	F & C DOOR CHECK & LOC
05/01/2020	SPLASH PAD DOOR R&M	26.88	F & C DOOR CHECK & LOC
05/01/2020	MOWER BELT R&M FOR PARKS	129.98	DAN S SMALL ENGINE
05/01/2020	WEED SPRAYER FOR HOSE	4.11	POUDRE VALLEY COOPERAT
05/01/2020	DESK	361.65	HOMEDEPOT.COM
05/04/2020	UB-VAL COMPUTER MONITOR RISERS	34.95	AMZN MKTP US*JV22G87G3
05/04/2020	FIRST AID SIGNS	39.50	AMZN MKTP US*W31BG15L3
05/04/2020	STREETS SHOP SUPPLIES	18.91	BOMGAARS #69 WELLINGTO
05/04/2020	TRASH PICKUP GRABBER	19.19	BOMGAARS #69 WELLINGTO
05/04/2020	TRASH PICKUP GRABBER	12.79	BOMGAARS #69 WELLINGTO
05/04/2020	STAMPS	5.50	USPS PO 0795220339
05/05/2020	MICROSOFT OFFICE BILLING	12.50	MSFT *E0100AWPS9
05/05/2020	WELDING NOZZLE GEL (SEE TOP OF ATTACHED INVOICE)	10.83	AMAZON.COM*3B5I23R53 A
05/05/2020	WTP DESKTOP R&M	513.71	AMAZON.COM*9M1EW05P3
05/05/2020	WTP HDMI CABLE TO CONNECT MONITOR TO DESKTOP	6.85	AMAZON.COM*KN9FU8XR3
05/05/2020		102.82	AMAZON.COM*TD3EB0ES3
05/05/2020	DVDS FOR COLLECTION	67.40	AMAZON.COM*X539N97M3
05/05/2020	PARTS FOR NANO START UP	32.74	BOMGAARS #69 WELLINGTO
05/05/2020	WWTP LAUNDRY SERVICE FOR APRIL	193.80	LOVELAND STEAM LAUNDRY
05/05/2020	WWTP COPY PAPER	34.99	EON OFFICE PRODUCTS
05/05/2020	BOOKS-GRANT	34.73	AMZN MKTP US*KW9FB45C3
05/05/2020	BOOKS-GRANT	31.50	AMZN MKTP US*QN0T766H3
05/05/2020	PW STREETS SHOP SUPPLIES	124.30	BOMGAARS #69 WELLINGTO
05/05/2020	HOSE FOR PAINT SPRAYER FOR PW	32.26	PARKER STORE MCCOY SAL
05/05/2020	COACH BACKGROUND CHECKS FOR INTERMEDIATE BASEBALL.	74.00	ACTIVE SCREENING/PROTE
05/05/2020	PARTS FOR NANO.	198.71	KELLY SUPPLY CO FORT C
05/05/2020	THESE ITEMS WERE RETURNED AND REFUNDED FOR THE FULL AMOUNT	188.98	KELLY SUPPLY COMPANY F
05/05/2020	REFUND FOR NANO PARTS	(188.98)	KELLY SUPPLY COMPANY F
05/06/2020	UB-VAL CALENDAR & ORGANIZER	18.36	AMZN MKTP US*W03U23ZX3
05/06/2020	PLAQUES FOR TRUSTEES	60.00	SQ *FINISH LINE AWARDS
05/06/2020	SOFTWARE	52.99	ADOBE CREATIVE CLOUD
05/06/2020	WWTP SLUDGE REMOVAL	613.00	MCDONALD FARMS ENTERPR
05/06/2020	WORK GLOVES	25.98	AMAZON.COM*936QL19T3
05/06/2020	DOOR PAINT FOR THE PLANT.	106.86	SHERWIN WILLIAMS 70349
05/06/2020	WWTP SHOP SUPPLIES	2.58	BOMGAARS #69 WELLINGTO
05/06/2020	BOLTS FOR SHOP	1.44	BOMGAARS #69 WELLINGTO
05/06/2020	R&M ON BELT FOR SCAG LAWN MOWER	129.98	DAN S SMALL ENGINE
05/07/2020	INSURANCE FOR SENIOR VAN	1,872.00	PROGRESSIVE INS
05/07/2020	WWTP SAMPLE DROP OFF TOLL BILL	25.30	E 470 EXPRESS TOLLS
05/07/2020	NANO EYEWASH PARTS	59.21	BOMGAARS #69 WELLINGTO
05/07/2020		5.07	BOMGAARS #69 WELLINGTO
05/07/2020		4.75	BOMGAARS #69 WELLINGTO
05/07/2020	MANHOLE SKIMMER NET	48.78	USA BLUE BOOK
05/07/2020	AP CALENDAR	4.97	AMAZON.COM*8C9XQ5LM3
05/07/2020	TAP & DIE SET	214.99	AMAZON.COM*6B68T6333 A
05/07/2020	PVC FITTINGS	34.33	GRAINGER
05/07/2020	SPLIT - FLEET DIAGNOSTIC GPS FOR STREETS (25%)	94.59	GPS
05/07/2020	SPLIT - FLEET DIAGNOSTIC GPS FOR WTP (25%)	94.59	GPS
05/07/2020	SPLIT - FLEET DIAGNOSTIC GPS FOR WWTP (25%)	94.59	GPS
05/07/2020	SPLIT - FLEET DIAGNOSTIC GPS FOR PARKS (25%)	94.58	GPS
05/08/2020	WTP MONITOR FOR WORKSPACE R&M	100.69	AMAZON.COM*ZJ6O67FO3
05/08/2020	ROPE FOR POND AERATOR AT WELLVILLE PARK	41.98	BOMGAARS #69 WELLINGTO
05/08/2020	TH SHREDDING	40.00	IN *SMART DOCUMENT MAN

05/08/2020	COURT DISPOSABLE MASKS
05/08/2020	COURT HAND SANITIZER
05/08/2020	PARTS FOR NANO.
05/08/2020	CDOT SHOP CHAINSAW R&M
05/11/2020	WWTP SOP ORGANIZATION BINDER
05/11/2020	SIGN HOLDERS
05/11/2020	LEEPER CENTER FURNANCE DIAGNOSTIC
05/11/2020	TIME CLOCK FOR WTP & REPLACEMENT CARDS FOR STREETS
05/11/2020	COVID 19 - INK FOR PERSONAL PRINTER TO WORK REMOTE
05/11/2020	HAND GRINDER AND DISCS
05/11/2020	BOOKS - GRANT
05/11/2020	PARTS FOR NANO
05/11/2020	SPRINGER HEAD REPAIR
05/11/2020	IRRIGATION LINE REPAIR
05/11/2020	CHAIN FORHUSKY SAW R&M CDOT SHOP
05/12/2020	BOOKS - GRANT (279.87 & 54.78 CHARGE ON INVOICE)
05/12/2020	MOBILE APP FEE.
05/12/2020	TH RECEPTION PENS-RACHEL
05/12/2020	BOAT COVER POLES / STRAP CLIPS
05/12/2020	OFFICE SUPPLIES-TP
05/12/2020	IGNITION SWITCH FOR SCAG MOWER R&M
05/12/2020	REFUND OF SHIPPING FOR LATE DELIVERY
05/12/2020	BOOKS - GRANT 22.37 79.54 19.32 11.38 47.89 7.95 58.14
05/12/2020	SPLIT - FASTENERS FOR NANO (43.42%)
05/12/2020	SPLIT - CLEANING SUPPLIES FOR NANO (56.58%)
05/13/2020	THIS IS ONLINE SCANNING SOFTWARE FOR BP AND PW.
05/13/2020	BOOKS FOR COLLECTION
05/13/2020	HAND SOAP
05/13/2020	SPRAY BAR PARTS.
05/14/2020	COVID 19 - PRINTER INK FOR MIKE C. TO WORK REMOTELY
05/14/2020	SAFETY MARKING WHISKERS
05/14/2020	OFFICE SUPPLIES
05/14/2020	WWTP PAPER TOWELS
05/14/2020	STREETS FLEET VEHICLE HEADLIGHT REPAIR
05/15/2020	PLASTIC SPOONS
05/16/2020	COURT BLACK INK
05/15/2020	POLY DOSING FITTINGS.
05/15/2020	2020 GFOA CONFERENCE

Total

39.50	EON OFFICE PRODUCTS
20.20	EON OFFICE PRODUCTS
88.55	KELLY SUPPLY CO FORT C
459.99	POUDRE VALLEY COOPERAT
32.99	AMZN MKTP US*635748D53
179.67	AMZN MKTP US*OH5U27JP3
392.50	AIR COMFORT - COLORADO
344.77	EON OFFICE PRODUCTS
70.95	AMZN MKTP US*607NU5YQ3
295.13	BOMGAARS #69 WELLINGTO
11.99	AMZN MKTP US*Q710Q2RN3
88.72	KELLY SUPPLY CO FORT C
20.66	BOMGAARS #69 WELLINGTO
5.01	CPS DISTRIBUTORS
59.97	BOMGAARS #69 WELLINGTO
334.65	AMZN MKTP US*X289O24X3
29.00	GLIDEAPPS.COM
15.15	AMZN MKTP US*JP2T496F3
68.98	AMZN MKTP US*MC3XIOH61
125.00	AMZN MKTP US*H601A3AQ3
22.21	DAN S SMALL ENGINE
(5.99)	AMAZON.COM
246.59	AMZN MKTP US*OC40I59X3
9.73	SPLIT - FASTENERS FOR NANO (43.42%)
12.68	SPLIT - CLEANING SUPPLIES FOR NANO (56.58%)
79.99	NEAT CO. PA 8663952135
881.78	INGRAM LIBRARY SERVICE
47.88	AMZN MKTP US*8N04H0IW3
29.95	THE HOME DEPOT #1544
32.78	AMAZON.COM*MC3259D70
11.80	AMAZON.COM*MC5FQ3SF0 A
157.38	EON OFFICE PRODUCTS
23.99	AMAZON.COM*MC7FU6SA1
23.03	NAPA PARTS HEILBRUNS
8.70	EON OFFICE PRODUCTS
23.98	STAPLS0183458388000001
51.87	GRAINGER
549.00	GOVERNMENT FINANCE OFF

25,511.49