



BOARD OF TRUSTEES
July 28, 2020
6:30 PM

Regular Meeting

Zoom Meeting
<https://zoom.us/j/320850513>
Dial by your location 1-346-248-7799
Meeting ID: 320 850 513

AGENDA

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment -
2. Presentation
 - a. Town Hall Space Needs Study Update
 - Speaker: Randell Johnson, Infusion Architects
 - b. 2019 Financial Audit
 - Speaker: Tyra Litzau, ACM
 - c. Wellington Main Streets Program - Quarterly Report
 - Speaker: Kallie Cooper, Executive Director Wellington Main Street Program

C. CONSENT AGENDA

1. Minutes of the June 23, 2020 Regular Meeting of the Board of Trustees

D. ACTION ITEMS

1. Ordinance No. 14-2020 - An Ordinance Modifying the Virtual Meetings Ordinance to Allow Quasi-Judicial Matters
 - Staff presentation: Brad March, Town Attorney
2. Ordinance No. 15-2020 - An Ordinance Repealing and Reenacting Chapter 13 of the Wellington Municipal Code Addressing Municipal Utilities
 - Staff presentation: Brad March, Town Attorney
3. Special Water Counsel Engagement Letter: Moses, Wittemyer, Harrison and Woodruff
 - Staff presentation: Kelly Houghteling, Interim Town Administrator
4. Contract Approval: Executive Search Services Agreement
 - Staff presentation: Kelly Houghteling, Interim Town Administrator
5. Contract Approval: Ayres Economic Development Services
 - Staff presentation: Kelly Houghteling, Interim Town Administrator

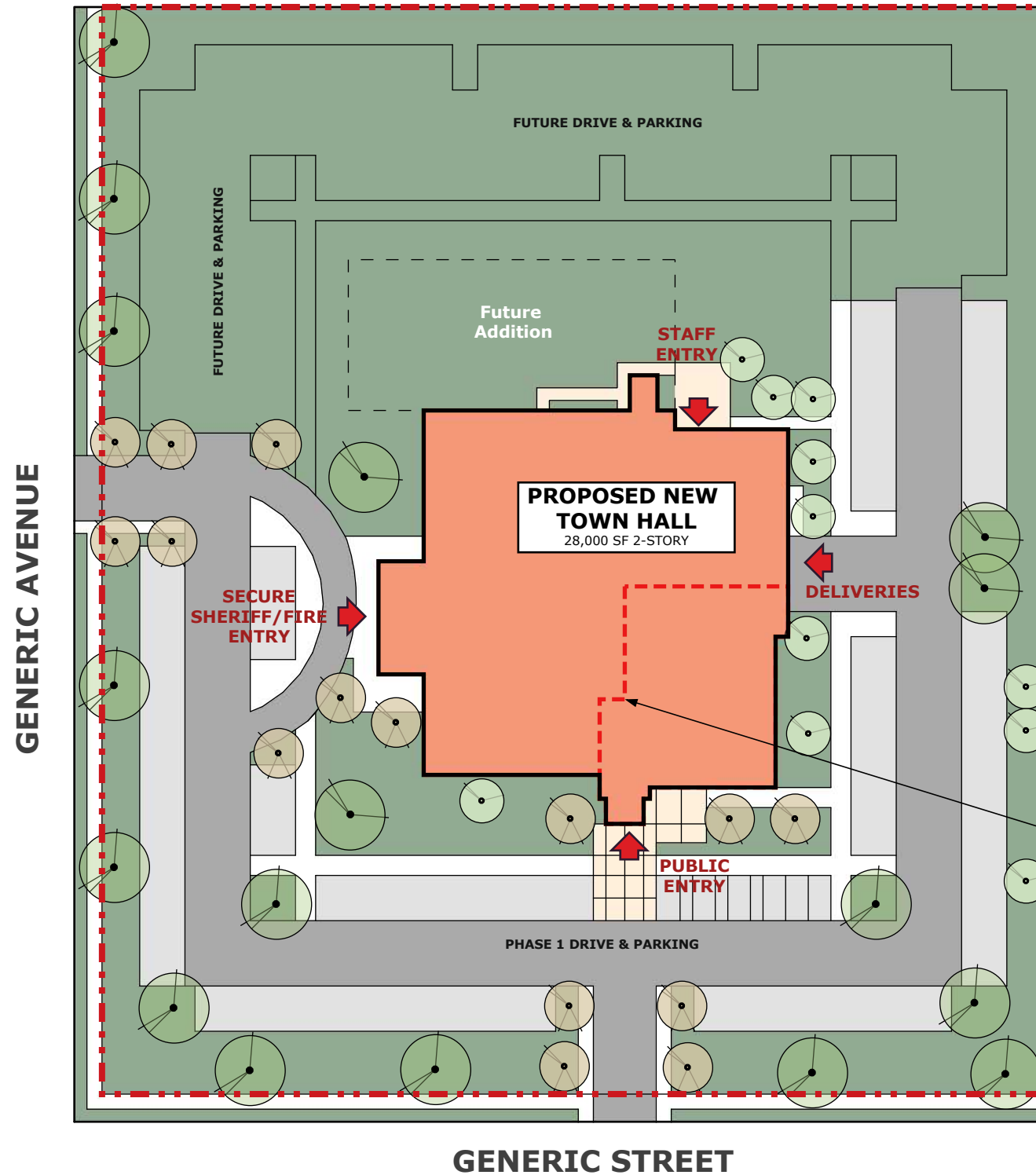
E. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. Treasurer Report
4. Board

F. EXECUTIVE SESSION (If Needed)

G. ADJOURN

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



SITE INFORMATION

- BUILDING SF = 28,000 SF
- SITE ACREAGE = 3.72 ACRES

PARKING INFORMATION

- PHASE 1 (28,000/300) = 94 SPACES
- PHASE 2 (15,600/300) = 52 SPACES

REQUIRED PARKING TOTAL:
146 SPACES

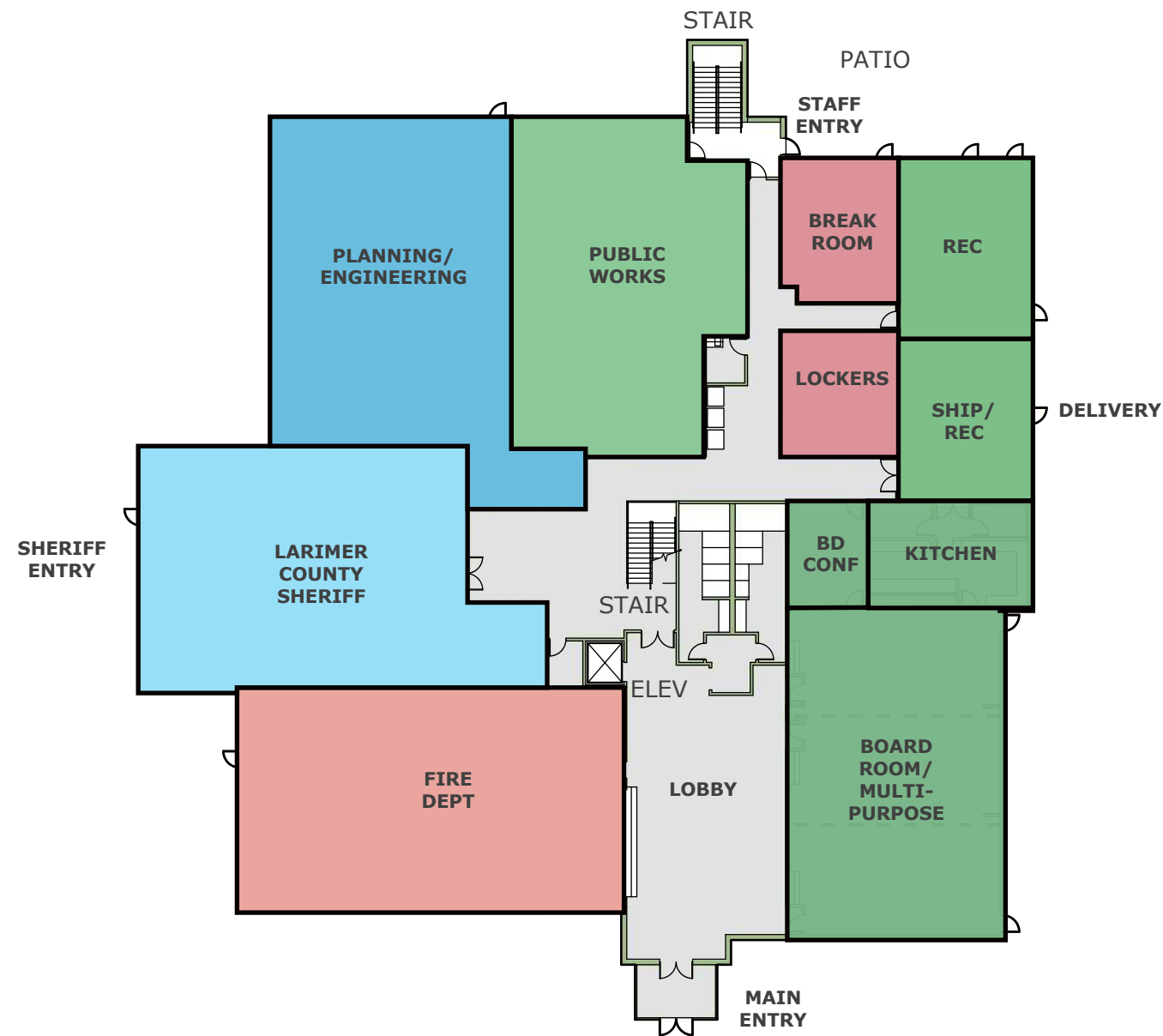
- PHASE 1 PROVIDED PARKING = 120
- PHASE 2 PLANNED PARKING = 60-90

PROVIDED PARKING TOTAL: 145-200
SPACES

• DASHED LINE
INDICATES THE
AFTER HOURS
ACCESS AREA

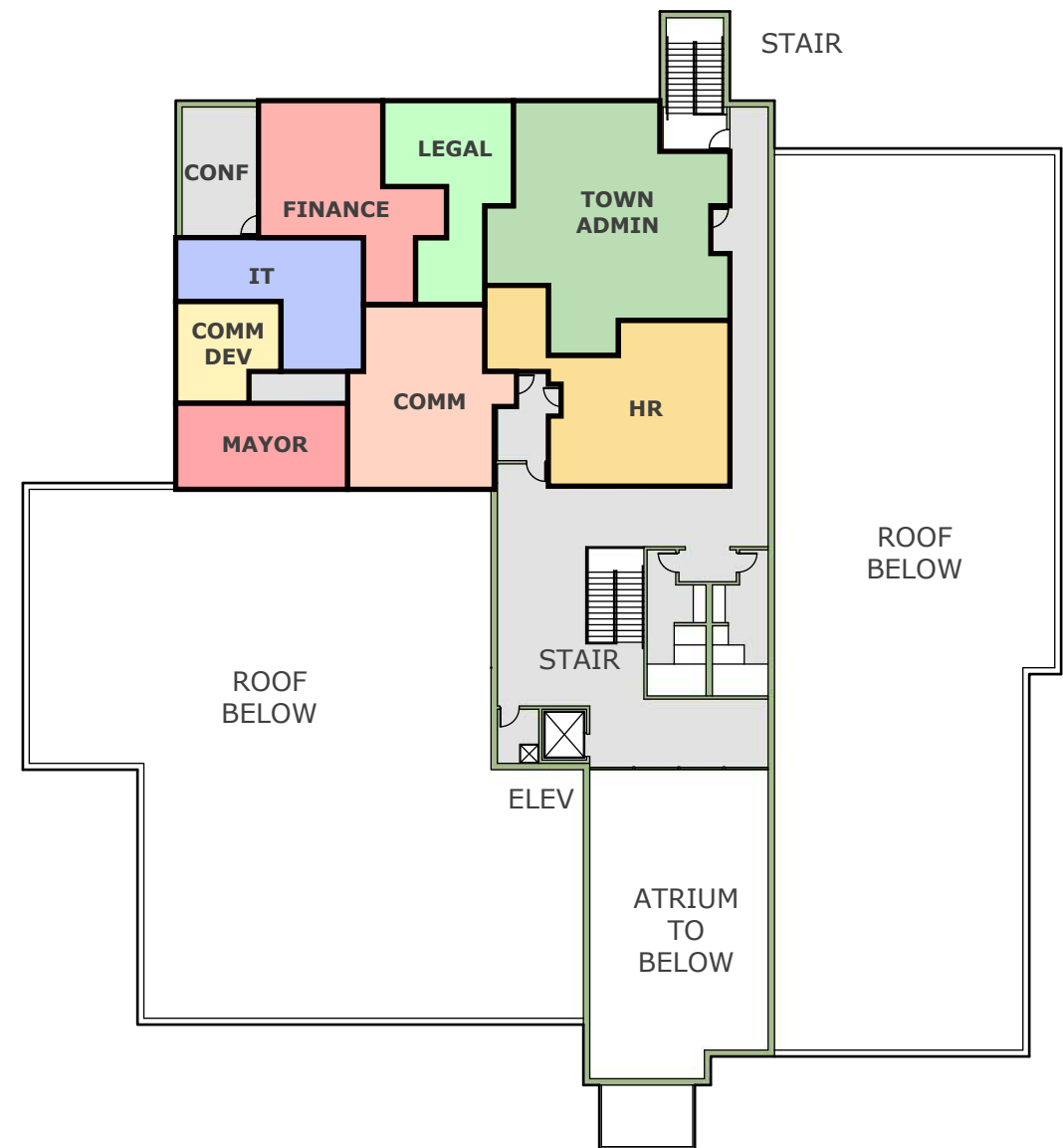
CONCEPT SITE PLAN

SCALE: 1" = 60'-0"



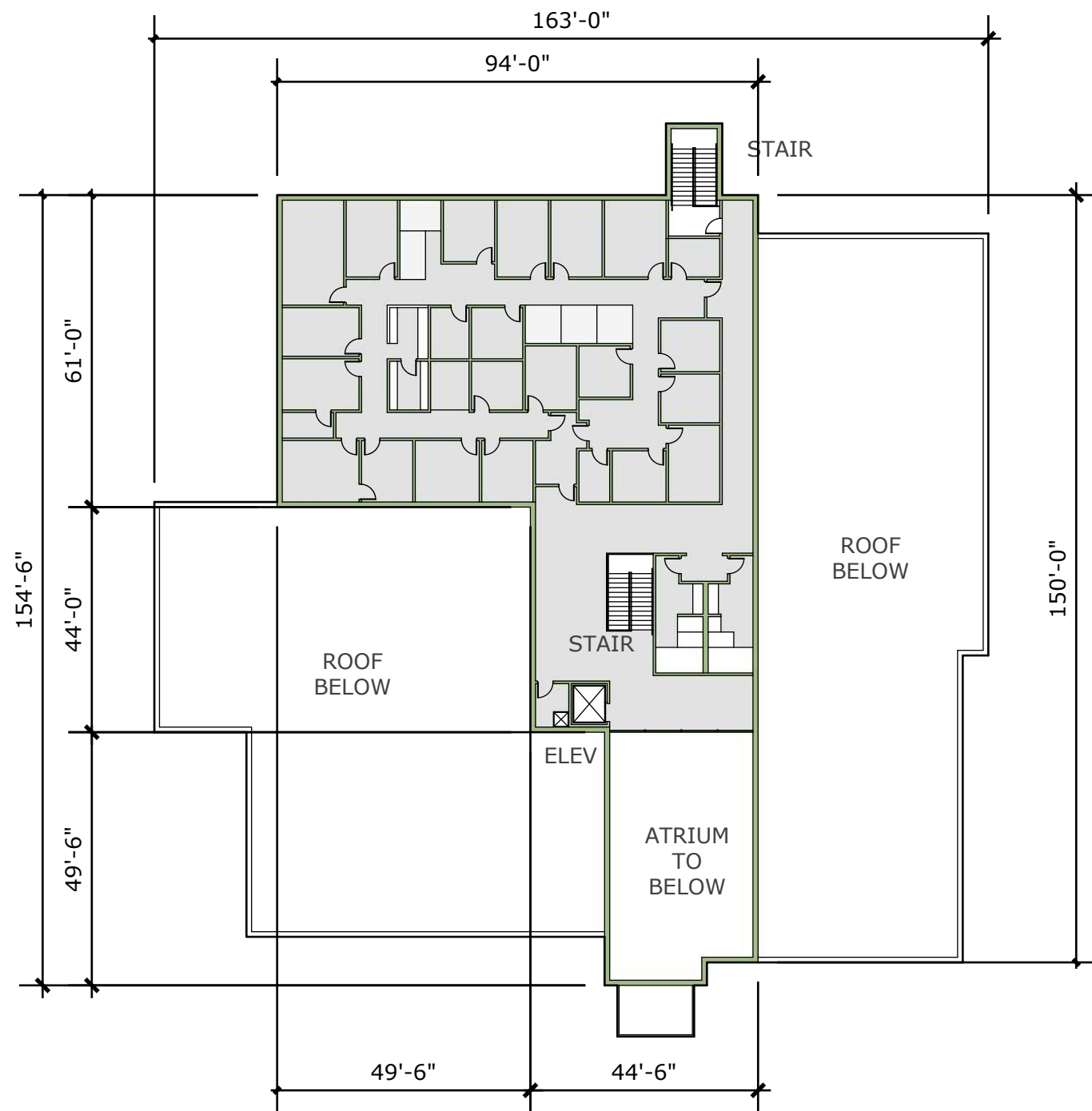
FIRST FLOOR BLOCKING PLAN

SCALE: 1" = 30'-0"

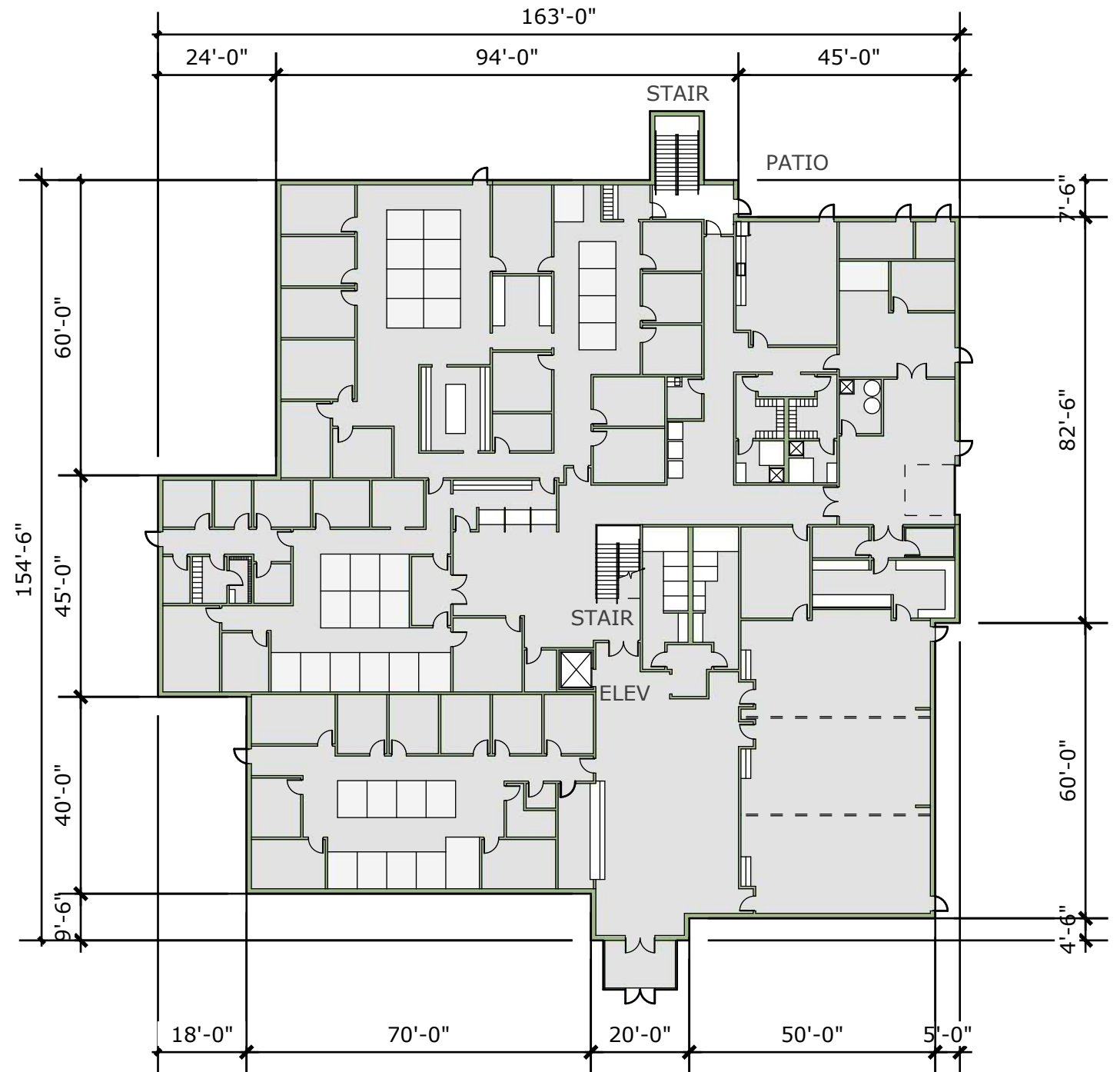


SECOND FLOOR BLOCKING PLAN

SCALE: 1" = 30'-0"



CONCEPT FIRST FLOOR PLAN
SCALE: 1" = 30'-0"



CONCEPT SECOND FLOOR PLAN
SCALE: 1" = 30'-0"



Space List Completion Date: mm.dd.yyyy
Plan Completion Date: mm.dd.yyyy

TOTALS	45	91	139	28,073	#VALUE!	
	Current Staffing	Staffing 2030	Staffing 2040	Space List	Plan xx.xx.xxxx	Remarks
Shared Common						
TOTAL SQUARE FOOTAGE	-		-	6,395	#VALUE!	
Town Administration						
TOTAL SQUARE FOOTAGE	5.00	8.00	10.00	5,397	-	
Wellington Fire Protection Administration						
TOTAL SQUARE FOOTAGE	7.00	19.00	27.00	2,772	-	
Larimer County Sheriff's						
TOTAL SQUARE FOOTAGE	10.50	14.50	25.00	2,661	-	
Legal						
TOTAL SQUARE FOOTAGE	0.00	2.00	5.00	434	-	
Human Resource Management						
TOTAL SQUARE FOOTAGE	1.00	3.00	4.00	868	-	
Communications						
TOTAL SQUARE FOOTAGE	0.00	3.00	5.00	644	-	
Information Technology						
TOTAL SQUARE FOOTAGE	0.00	2.00	4.00	630	-	
Economic Development						
TOTAL SQUARE FOOTAGE	1.00	1.00	5.00	322	-	

-	Total Current Staffing	6,395	Total Square Footage for 2025
-	Total Proposed Staffing 2025	#VALUE!	Total Square Footage (Plan)
-	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List per 2025 Numbers			Space List per 2040 Numbers			Remarks
	current	2025	2040	qty.	area	total sf	qty.	area	total sf	
Public Arrival										
Vestibule				1.00	150	150	-	-	-	
Lobby				1.00	600	600	-	-	-	
Front Reception				1.00	90	90	-	-	-	
Welcome Center				1.00	120	120	-	-	-	
Public Toilets				1.00	600	600	-	-	-	
				-	-	-	-	-	-	
Shared Needs										
Break Room				1.00	600	600	-	-	-	
Large Conference Room (10-12)				1.00	200	200	-	-	-	
Medium Conference Room (6-8)				1.00	150	150	-	-	-	
Small Conference Room (2-4)				1.00	120	120	-	-	-	
Lactation Room				1.00	50	50	-	-	-	
Restroom W/ Showers				1.00	450	450	-	-	-	
Copy Room				1.00	120	120	-	-	-	
Vending Machine Room				1.00	100	100	-	-	-	
Mayor's Office				1.00	180	180	-	-	-	
Mayor's Conference				1.00	120	120				
Additional Spaces										
Electrical Room				1.00	150	150	-	-	-	
Mechanical Room				1.00	120	120				
Janitors Closets				2.00	80	160				
Fire Riser Room				1.00	80	80				
Maintenance Room				1.00	100	100				
Server Room				1.00	150	150				
							-		#VALUE!	
Subtotal						4,410	#VALUE!			
Circulation				35%	1,544		#VALUE!			
Walls and Structure				10%	441		#VALUE!			
Total						6,395	#VALUE!			

Notes:

5.00	Total Current Staffing	5,397	Total Square Footage for 2025
8	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
10	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks
	current	2025	2040	qty.	area	total sf	qty.	area	total sf	
Town Administrator										
Office	1.00	1.00	1.00	1.00	180	180	-	-	-	
Town Manager's Private Conf. (8-10)				1.00	180	180	-	-	-	
				-	-	-	-	-	-	
Deputy Administrator										
Office	1.00	1.00	1.00	1.00	150	150	-	-	-	
				-	-	-	-	-	-	
Assistant to Administrator										
Workspace	0.00	1.00	1.00	1.00	60	60	-	-	-	
				-	-	-	-	-	-	
Management Intern										
Workspace	0.00	0.00	1.00	1.00	60	-	-	-	-	2040 Need
				-	-	-	-	-	-	
Management Analyst										
Office	0.00	0.00	1.00	1.00	100	-	-	-	-	2040 Need
				-	-	-	-	-	-	
Executive Assistant										
Workspace	0.00	1.00	1.00	1.00	60	60	-	-	-	
				-	-	-	-	-	-	
Deputy Town Clerk										
Office	0.00	1.00	1.00	1.00	120	120	-	-	-	
				-	-	-	-	-	-	
Town Clerk										
Office	1.00	1.00	1.00	1.00	100	100	-	-	-	
File Storage				1.00	60	60	-	-	-	
				-	-	-	-	-	-	
Admin Support										
Workspace	1.00	1.00	1.00	1.00	60	60	-	-	-	
				-	-	-	-	-	-	
Customer Service										
Workspace	1.00	1.00	1.00	1.00	60	60	-	-	-	
				-	-	-	-	-	-	
Additional Spaces										
Board of Trustees Chambers				1.00	2,400	2,400	-	-	-	Partition off for a multiple space, patio outside
Commercial Kitchen				1.00	600					
Large Conference Room (16)				1.00	300	300	-	-	-	
Board Toilet				1.00	65	65	-	-	-	
General Storage				1.00	60	60	-	-	-	
				-	-	-	-	-	-	
Subtotal	5.00	8.00	10.00							
Subtotal						3,855			-	
Circulation				30%		1,157				
Walls and Structure				10%		386			-	
Total	5.00	8.00	10.00			5,397			-	

7.00	Total Current Staffing	2,772	Total Square Footage for 2025
19	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
27	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks
	current	2025	2040	qty.	area	total sf	qty.	area	total sf	
Executive										
Chief	1.00	1.00	1.00	1.00	150	150	-	-	-	Plans review
Deputy Chief	0.00	1.00	1.00	1.00	120	120	-	-	-	
District Management	1.00	1.00	1.00	1.00	120	120				
Finance director	1.00	1.00	1.00	1.00	120	120				
Personnel Services	1.00	1.00	1.00	1.00	120	120	-	-	-	
Adminstration/Ops Support										
POI/Comms	1.00	2.00	2.00	2.00	60	120	-	-	-	
IT/GIS		1.00	2.00	1.00	60	60				
Admin Assistant		2.00	3.00	2.00	60	120	-	-	-	
Facilities/Logistics		1.00	2.00	1.00	60	60	-	-	-	
Accred/Plan Manager		1.00	2.00	1.00	80	80	-	-	-	
EMS	1.00	2.00	4.00	2.00	60	120	-	-	-	
				-	-	-	-	-	-	
				-	-	-	-	-	-	
Fire Prevention										
Fire Marshal	1.00	1.00	1.00	1.00	150	150	-	-	-	
Public Education		1.00	1.00	1.00	60	60				
Investigator/Hazmat		1.00	1.00	1.00	120	120				
Inspector		1.00	3.00	1.00	60	60				
Plans Reviewer		1.00	1.00	1.00	120	120				
				-	-	-	-	-	-	
Additional Spaces										
Storage Room				1.00	80	80	-	-	-	Uniforms, EMS, Supplies
Dedicated Server Room				1.00	50	50				
Conference Room				1.00	150	150				
				-	-	-	-	-	-	
Subtotal	7	19	27			1,980			-	
Circulation				30%		594			-	
Walls and Structure				10%		198			-	
Total	7.00	19.00	27.00			2,772			-	

Notes:

10.50	Total Current Staffing	2,661	Total Square Footage for 2025
15	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
25	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks
	current	2025	2040	qty.	area	total sf	qty.	area	total sf	
Sergeant										
Office	1.00	1.00	3.00	1.00	180	180	-	-	-	
				-	-	-	-	-	-	
Corporal										
Workspace	1.00	2.00	3.00	2.00	60	120	-	-	-	Shared Cubical
				-	-	-	-	-	-	
Patrol Deputy										
Workspace	6.00	7.00	12.00	7.00	60	420	-	-	-	Drop-in spaces
				-	-	-	-	-	-	
School Resource Officer										
Workspace	1.00	2.00	2.00	2.00	60	120	-	-	-	Drop-in
				-	-	-	-	-	-	
Desk Deputy										
Workspace	1.00	1.00	1.00	1.00	80	80	-	-	-	Near the front, point of contact for citizens, security
				-	-	-	-	-	-	
Investigator / Detective										
Office	0.50	0.50	1.00	1.00	120	120	-	-	-	Exhaust Fan
Interview Room				1.00	120	120				
Evidence Lockers				1.00	16	16				
Short Term Hold Room				1.00	80	80				
Shared Toilet				1.00	65	65	-	-	-	
Lieutenant										
Will take Sergeant Office	0.00	0.00	1.00	-	-	-	-	-	-	
				-	-	-	-	-	-	
Community Service Officer										
Workspace	0.00	0.00	1.00	1.00	60	-	-	-	-	2040 Need
				-	-	-	-	-	-	
Records Technician										
Workspace	0.00	1.00	1.00	1.00	60	60	-	-	-	Printing, scanning and shredding capability
				-	-	-	-	-	-	
Additional Spaces										
Storage Room	0.00	0.00	0.00	1.00	100	100	-	-	-	Community Education materials
Gun Vault				1.00	40	40				
Patrol Bike Storage				1.00	60	60				
Print Scan Copy Room				1.00	120	120				
Conference Room				1.00	200	200				10-12 people
Employee Parking Separate				-	-	-	-	-	-	Needs to be near rear entry
Outside Pickup Space				-	-	-	-	-	-	Needs to be near rear entry
Subtotal	11	15	25			1,901			-	
Circulation				30%		570			-	
Walls and Structure				10%		190			-	
Total	10.50	14.50	25.00			2,661			-	

Notes:

-	Total Current Staffing	434	Total Square Footage for 2025
2	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
5	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks	
	current	2025	2040	qty.	area	total sf	qty.	area	total sf		
Town Attorney											
Office	0.00	1.00	1.00	1.00	150	150	-	-	-		
				-	-	-	-	-	-		
Deputy Town Attorney											
Office	0.00	0.00	1.00	1.00	120	-	-	-	-	2035 and beyond	
				-	-	-	-	-	-		
Paralegal											
Office	0.00	1.00	1.00	1.00	100	100	-	-	-		
				-	-	-	-	-	-		
Legal Assistant											
Workspace	0.00	0.00	1.00	1.00	80	-	-	-	-	2035 and beyond	
				-	-	-	-	-	-		
Future Legal											
Office	0.00	0.00	1.00	1.00	120	-	-	-	-	2035 and beyond	
				-	-	-	-	-	-		
Additional Spaces											
Storage				1.00	60	60	-	-	-		
Space				-	-	-	-	-	-		
Space				-	-	-	-	-	-		
Subtotal	0	2	5			310			-		
Circulation					30%	93			-		
Walls and Structure					10%	31			-		
Total	-	2.00	5.00			434			-		

Notes:

1.00	Total Current Staffing	868	Total Square Footage for 2025
3	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
4	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List per 2025 Numbers			Plan xx.xx.xxxx			Remarks
	current	2025	2040	qty.	area	total sf	qty.	area	total sf	
HR Director										
Large Office	1.00	1.00	1.00	1.00	150	150	-	-	-	Needs Sound Mitigation
Small Conference Table				1.00	120	120	-	-	-	Needs Sound Mitigation
HR Generalist										
Medium Office	0.00	1.00	1.00	1.00	120	120	-	-	-	Needs Sound Mitigation
Lockable Closet				1.00	30	30	-	-	-	
Risk & Safety Management										
Small Office		1.00	1.00	1.00	100	100	-	-	-	Could be a shared position with Public Works
-				-	-	-	-	-	-	
Admin Support										
Cubicle			1.00	1.00	60	-	-	-	-	2030 and beyond
				-	-	-	-	-	-	
Additional Spaces										
Locking File Storage				1.00	80	100	-	-	-	(8-12) 4-drawer horizontal files in locked room
				-	-	-	-	-	-	
Subtotal	1	3	4			620			-	
Circulation					30%	186			-	
Walls and Structure					10%	62			-	
Total	1.00	3.00	4.00			868			-	

Notes:

-	Total Current Staffing	644	Total Square Footage for 2025
3	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
5	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks
	current	2025	2040	qty.	area	total sf	qty.	area	total sf	
Public Information Officer										
Office	0.00	1.00	1.00	1.00	150	150	-	-	-	
Community Engagement										
Office	0.00	1.00	1.00	1.00	100	100	-	-	-	
				-	-	-	-	-	-	
Website Manager / Designer										
Staffing	0.00	1.00	1.00	1.00	60	60	-	-	-	
				-	-	-	-	-	-	
Website Maintenance										
Staffing	0.00	0.00	1.00	1.00	60	-	-	-	-	2030 need and beyond
				-	-	-	-	-	-	
Future Communications										
Staffing	0.00	0.00	1.00	1.00	60	-	-	-	-	2035 need and beyond
				-	-	-	-	-	-	
Additional Spaces										
Storage (Cameras, equip, grn scrn)				1.00	150	150	-	-	-	
				-	-	-	-	-	-	
Subtotal	0	3	5			460			-	
Circulation					30%	138			-	
Walls and Structure					10%	46			-	
Total	-	3.00	5.00			644			-	

Notes:

-	Total Current Staffing	630	Total Square Footage for 2025
2	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
4	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks	
	current	2025	2040	qty.	area	total sf	qty.	area	total sf		
IT Director											
Office	0.00	1.00	1.00	1.00	150	150	-	-	-		
IT Specialist											
Workspace	0.00	1.00	1.00	1.00	60	60	-	-	-		
				-	-	-	-	-	-		
Future IT											
Workspace	0.00	0.00	2.00	2.00	60	-	-	-	-	2030 need	
				-	-	-	-	-	-		
Additional Spaces											
Storage for Equip				1.00	120	120	-	-	-		
Computer Work Area				1.00	120	120	-	-	-		
Subtotal	0	2	4			450			-		
Circulation				30%		135			-		
Walls and Structure				10%		45			-		
Total	-	2.00	4.00			630			-		

Notes:

1.00	Total Current Staffing	322	Total Square Footage for 2025
1	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
5	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks	
	current	2025	2040	qty.	area	total sf	qty.	area	total sf		
Economic Development											
Office	1.00	1.00	1.00	1.00	150	150	-	-	-		
ED Specialist											
Office	0.00	0.00	1.00	1.00	100		-	-	-		
				-	-	-	-	-	-		
Marketing											
Office	0.00	0.00	1.00	1.00	100		-	-	-		
				-	-	-	-	-	-		
Future ED											
Staffing	0.00	0.00	2.00	2.00	60	-	-	-	-	2030 need	
				-	-	-	-	-	-		
Additional Spaces											
Storage				1.00	80	80	-	-	-	Information and marketing storage	
				-	-	-	-	-	-		
Subtotal	1	1	5			230			-		
Circulation				30%		69			-		
Walls and Structure				10%		23			-		
Total	1.00	1.00	5.00			322			-		

Notes:

5.00	Total Current Staffing	1,092	Total Square Footage for 2025
5	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
8	Total Proposed Staffing 2040	0%	Total Difference from 2025 & Plan

Description	Staffing			Space List per 2025 Numbers			Space List per 2040 Numbers			Remarks
	current	2025	2040	qty.	area	total sf	qty.	area	total sf	
Finance Director / Town Treasurer										
Office	1.00	1.00	1.00	1.00	150	150	-	-	-	
					-	-	-	-	-	
Assistant Finance Director										
Office	1.00	1.00	1.00	1.00	120	120	-	-	-	
				-	-	-	-	-	-	
Staff Accountant										
										0
Small Office - Account Manager	0.00	0.00	1.00	1.00	120	-	-	-	-	2030 Need
Cubicle - Standard	0.00	0.00	0.00	2.00	60	-	-	-	-	2030 Need
AP										
Cubicle - Standard	1.00	1.00	1.00	1.00	60	60	-	-	-	
Cubicle - Standard	0.00	0.00		3.00	60	-	-	-	-	2030 Need and beyond
Payroll										
Small Office			1.00	1.00	120	-	-	-	-	2030 Need
				-	-	-	-	-	-	
Utility Billing										
Cubicle - Standard	1.00	1.00	1.00	1.00	60	60	-	-	-	
Cubicle - Standard				3.00	60	-	-	-	-	2030 Need
Purchasing / Payroll / Grants										
Small Office	1.00	1.00	0.00	-	120	-	-	-	-	
				-	-	-	-	-	-	
Purchasing Coordinator										
Cubicle - Standard			1.00	3.00	60	-	-	-	-	2030 Need
				-	-	-	-	-	-	
Grants Coordinator										
Cubicle - Standard			1.00	3.00	60	-	-	-	-	2030 Need
				-	-	-	-	-	-	
Additional Spaces										
Storage for Current Records				1.00	120	120	-	-	-	Locked with people going in and out, (4) lateral files
Conf Rm for Auditors				1.00	120	120	-	-	-	
Shared Conf.				-	-	-	-	-	-	Shared by all Departments
Storage for Past Records				1.00	150	150	-	-	-	
				-	-	-	-	-	-	
				-	-	-	-	-	-	
Subtotal	5	5	8			780			-	
Circulation				30%		234			-	
Walls and Structure				10%		78			-	
Total	5.00	5.00	8.00			1,092			-	

Notes:

4.00	Total Current Staffing	3,010	Total Square Footage for 2025
13	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
17	Total Proposed Staffing 2040	0%	Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks
	current	2025	2040	qty.	area	total sf	qty.	area	total sf	
Director										
Large Office	1.00	1.00	1.00	1.00	150	150	-	-	-	Table - 30"x42" + 2 Chairs
				-	-	-	-	-	-	
Planner I										
Cubicle		1.00	1.00	1.00	60	60	-	-	-	
-				-	-	-	-	-	-	
Planner II										
Large Office	1.00	1.00	2.00	1.00	150	150	-	-	-	Table - 30"x42" + 2 Chairs
Large Office				1.00	150	-	-	-	-	2040 Need
Planner III										
Large Office	0.00	1.00	1.00	1.00	150	150	-	-	-	Table - 30"x42" + 2 Chairs
				-	-	-	-	-	-	
Development Coordinator										
Small Office	1.00	1.00	1.00	1.00	120	120	-	-	-	
Cubicle		1.00	0.00	1.00	60	60	-	-	-	
Administrative Support										
Front Desk	0.00	1.00	1.00	1.00	50	50	-	-	-	Front Counter and cubical
				-	-	-	-	-	-	
Building Official										
Medium Office	0.00	1.00	1.00	1.00	150	150	-	-	-	Table - 30"x42" + 2 Chairs
				-	-	-	-	-	-	
				-	-	-	-	-	-	
Building Inspector										
Workspace	0.00	1.00	2.00	1.00	60	60	-	-	-	Drop-in
Workspace				1.00	60	-	-	-	-	Drop-in, 2035 Need
Plan Reviewer										
Medium Office	0.00	1.00	1.00	1.00	150	150	-	-	-	Table - 30"x42" + 2 Chairs
				-	-	-	-	-	-	
				-	-	-	-	-	-	
Permit Technician										
Front Desk	0.00	1.00	2.00	1.00	60	60	-	-	-	
				1.00	60	-	-	-	-	2040 Need
Neighborhood Services Officer I										
Cubical - Small	1.00	1.00	1.00	1.00	60	60	-	-	-	Shared space
				-	-	-	-	-	-	
Neighborhood Services Officer II										
Cubical - Small	0.00	1.00	1.00	1.00	60	60	-	-	-	Shared Space
				-	-	-	-	-	-	
Future P/Z/B										
Office	0.00	0.00	1.00	1.00	150	-	-	-	-	2040 Need
Workspace	0.00	0.00	1.00	2.00	60	-	-	-	-	2040 Need
Additional Spaces										
File Storage				1.00	150	150	-	-	-	
Copy Room (Shared)				1.00	200	200	-	-	-	Could be shared with Public Works
Flat File Storage				1.00	200	200	-	-	-	Could be shared with Public Works
Executive Conference (4-6)				1.00	120	120	-	-	-	
Large Conf. (Shared)				1.00	200	200	-	-	-	Could be shared 10-12 people
				-	-	-	-	-	-	
Subtotal	4	13	17			2,150			-	
Circulation				30%		645			-	
Walls and Structure				10%		215			-	
Total	4.00	13.00	17.00			3,010			-	

Notes:

4.00	Total Current Staffing	3,066	Total Square Footage for 2025
11	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
16	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks	
	current	2025	2040	qty.	area	total sf	qty.	area	total sf		
Director											
Office	1.00	1.00	1.00	1.00	150	150	-	-	-		
Utilities Director											
Office	0.00	1.00	1.00	1.00	150	150	-	-	-		
				-	-	-	-	-	-		
Admin Support I											
Workspace	1.00	1.00	1.00	1.00	60	60	-	-	-		
				-	-	-	-	-	-		
Admin Support II											
Workspace	0.00	0.00	1.00	1.00	60	-	-	-	-	2040 Need	
				-	-	-	-	-	-		
Engineers (W/WW)											
Office	1.00	1.00	1.00	1.00	120	120	-	-	-		
				-	-	-	-	-	-		
Engineers (Streets)											
Office	1.00	1.00	1.00	1.00	120	120	-	-	-		
				-	-	-	-	-	-		
Engineers (Drainage)											
Office	0.00	1.00	1.00	1.00	120	120	-	-	-		
				-	-	-	-	-	-		
Project Manager											
Workspace	0.00	1.00	1.00	1.00	60	60	-	-	-		
				-	-	-	-	-	-		
Inspector 1											
Workspace	0.00	1.00	1.00	1.00	60	60	-	-	-		
				-	-	-	-	-	-		
Inspector 2											
Workspace	0.00	0.00	1.00	1.00	60	-	-	-	-	2035 Need	
				-	-	-	-	-	-		
GIS Director											
Office	0.00	1.00	1.00	1.00	150	150	-	-	-		
				-	-	-	-	-	-		
GIS Technician I											
Workspace	0.00	1.00	1.00	1.00	60	60	-	-	-		
				-	-	-	-	-	-		
GIS Technician II											
Workspace	0.00	0.00	1.00	1.00	60	-	-	-	-	2035 Need	
				-	-	-	-	-	-		
GIS Technician III											
Workspace	0.00	0.00	1.00	1.00	60	-	-	-	-	2040 Need	
				-	-	-	-	-	-		
Engineering Technician I											
Workspace	0.00	1.00	1.00	1.00	60	60	-	-	-		
				-	-	-	-	-	-		
Engineering Technician II											
Workspace	0.00	0.00	1.00	1.00	60	-	-	-	-	2035 Need	
				-	-	-	-	-	-		
Additional Spaces											
Back Entry Mud/Locker Room				1.00	80	80	-	-	-		
Large Conference Room				1.00	200	200				10-12 People	
Engineering File Room				1.00	200	200				layout tables and flat files	
Plotter, Copy, layout room				1.00	200	200				Could be shared with Planning	
Loading and unloading area				1.00	400	400				Overhead Door into space	
				-	-	-	-	-	-		
Subtotal	4	11	16			2,190			-		
Circulation				30%		657			-		
Walls and Structure				10%		219			-		
Total	4.00	11.00	16.00			3,066			-		

Notes:

	-
	-
	-
	-

3.00	Total Current Staffing	782	Total Square Footage for 2025
4	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
6	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description	Staffing			Space List			Plan xx.xx.xxxx			Remarks	
	current	2025	2040	qty.	area	total sf	qty.	area	total sf		
Recreation Manager											
Office	1.00	1.00	1.00	1.00	120	120	-	-	-		
Recreation Coordinator											
Workspace	1.00	2.00	4.00	1.00	60	60	-	-	-		
				-	-	-	-	-	-		
Admin											
Workspace	1.00	1.00	1.00	1.00	50	50	-	-	-	Shared?	
				-	-	-	-	-	-		
Additional Spaces											
Storage				1.00	200	200	-	-	-		
				-	-	-	-	-	-		
Subtotal	3	4	6			430			-		
Circulation					35%	129			-		
Walls and Structure					10%	43			-		
Total	3.00	4.00	6.00			782			-		

Notes:

4.00	Total Current Staffing	-	Total Square Footage for 2025
5	Total Proposed Staffing 2025	-	Total Square Footage (Plan)
7	Total Proposed Staffing 2040		Total Difference from 2025 & Plan

Description		Staffing			Space List			Plan xx.xx.xxxx			Remarks
		current	2025	2040	qty.	area	total sf	qty.	area	total sf	
Library Director											
Office	1.00	1.00	1.00	-	150	-	-	-	-		
Assistant Library Director											
Office	0.00	0.00	1.00	-	120	-	-	-	-		
Library Clerk											
Workstations	3.00	4.00	5.00	-	40	-	-	-	-		
Workstations				-	40	-	-	-	-	2040 Need	
Youth Service Librarian											
Workstations	0.00	0.00	0.00	-	40	-	-	-	-		
Workstations				-	40		-	-	-	2040 Need	
Media Specialist											
Workstations	0.00	0.00	0.00	-	40	-	-	-	-		
Workstations				-	40	-	-	-	-	2040 Need	
Additional Spaces											
N/A	0.00	0.00	0.00	-	-	-	-	-	-		
				-	-	-	-	-	-		
				-	-	-	-	-	-		
Subtotal		4	5	7		-			-		
Circulation					30%	-			-		
Walls and Structure					10%	-			-		
Total		4.00	5.00	7.00		-			-		

Notes:



TOWN OF
WELLINGTON

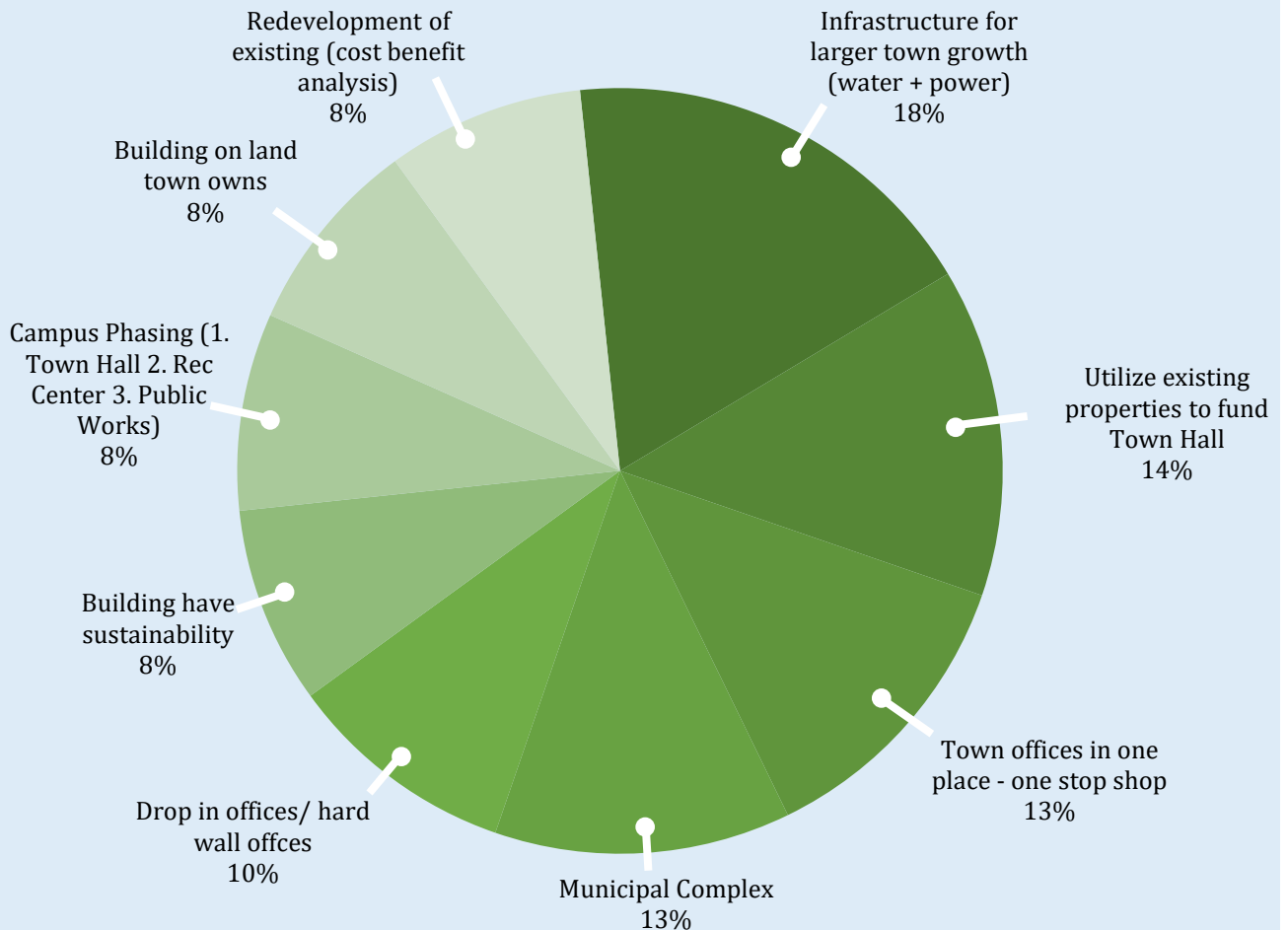
Town Hall Master Plan Dot Exercise Results

Overall Top 9

CATEGORY

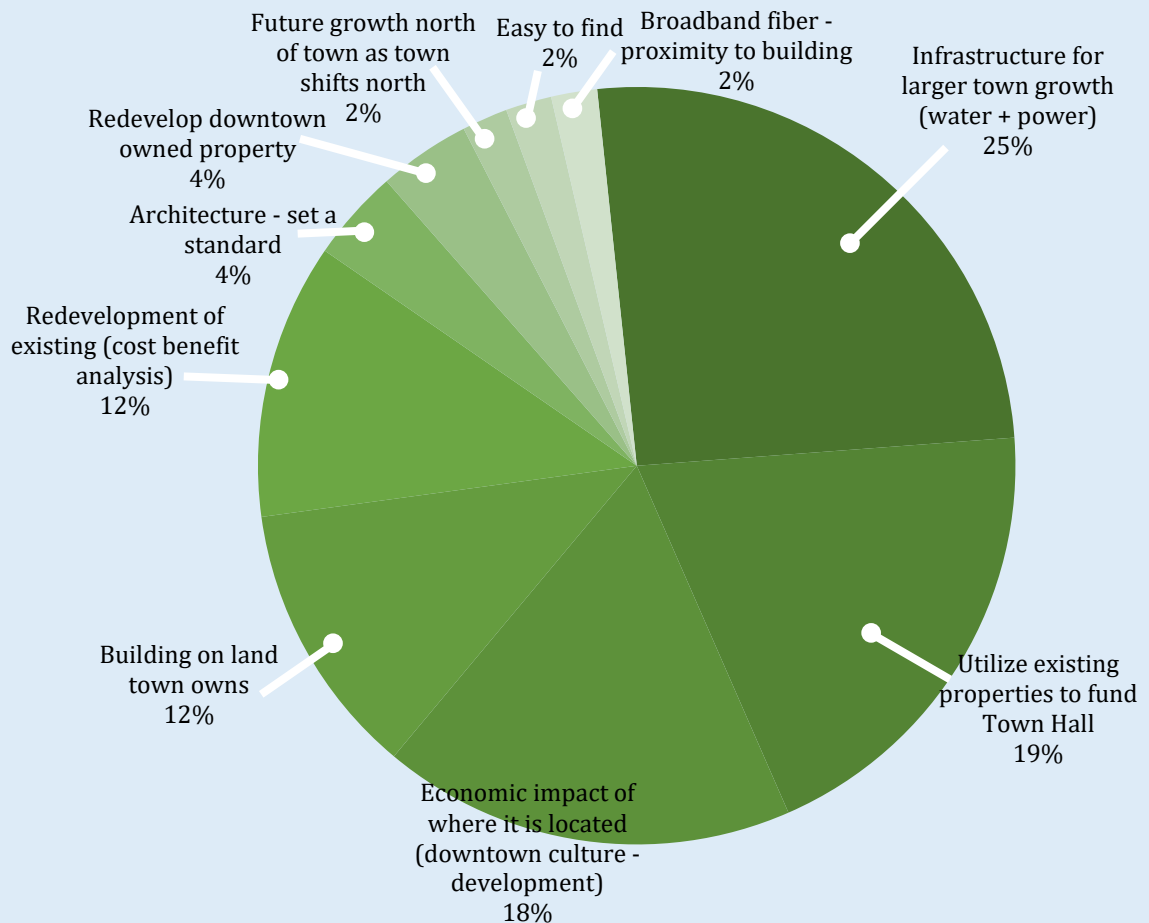
ACTUAL

Infrastructure for larger town growth (water + power)	13
Utilize existing properties to fund Town Hall	10
Town offices in one place - one stop shop	9
Municipal Complex	9
Drop in offices/ hard wall offices	7
Building have sustainability	6
Campus Phasing (1. Town Hall 2. Rec Center 3. Public Works)	6
Building on land town owns	6
Redevelopment of existing (cost benefit analysis)	6
Total	72



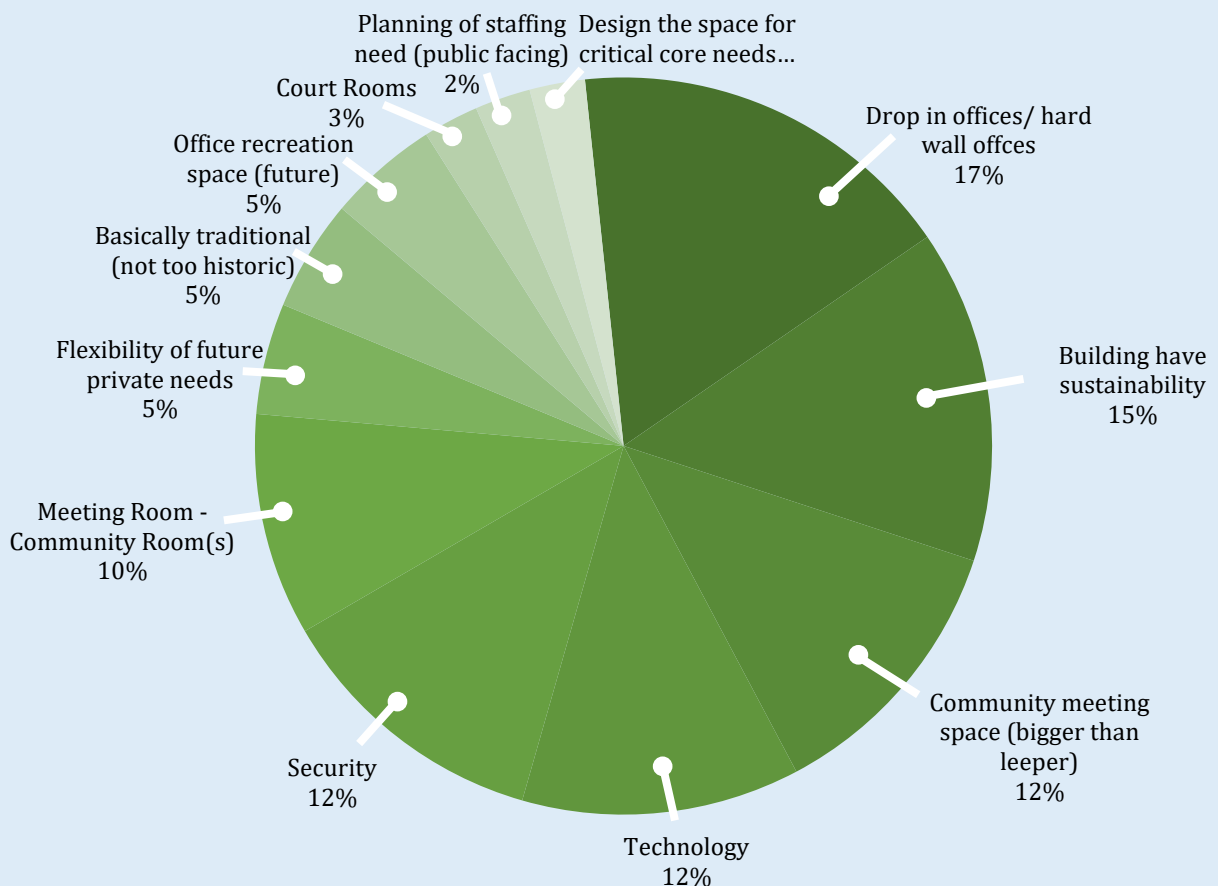
Location Topics

CATEGORY	ACTUAL
Infrastructure for larger town growth (water + power)	13
Utilize existing properties to fund Town Hall	10
Economic impact of where it is located (downtown culture - development)	9
Building on land town owns	6
Redevelopment of existing (cost benefit analysis)	6
Architecture - set a standard	2
Redevelop downtown owned property	2
Easy to find	1
Future growth north of town as town shifts north	1
Broadband fiber - proximity to building	1
Total	51



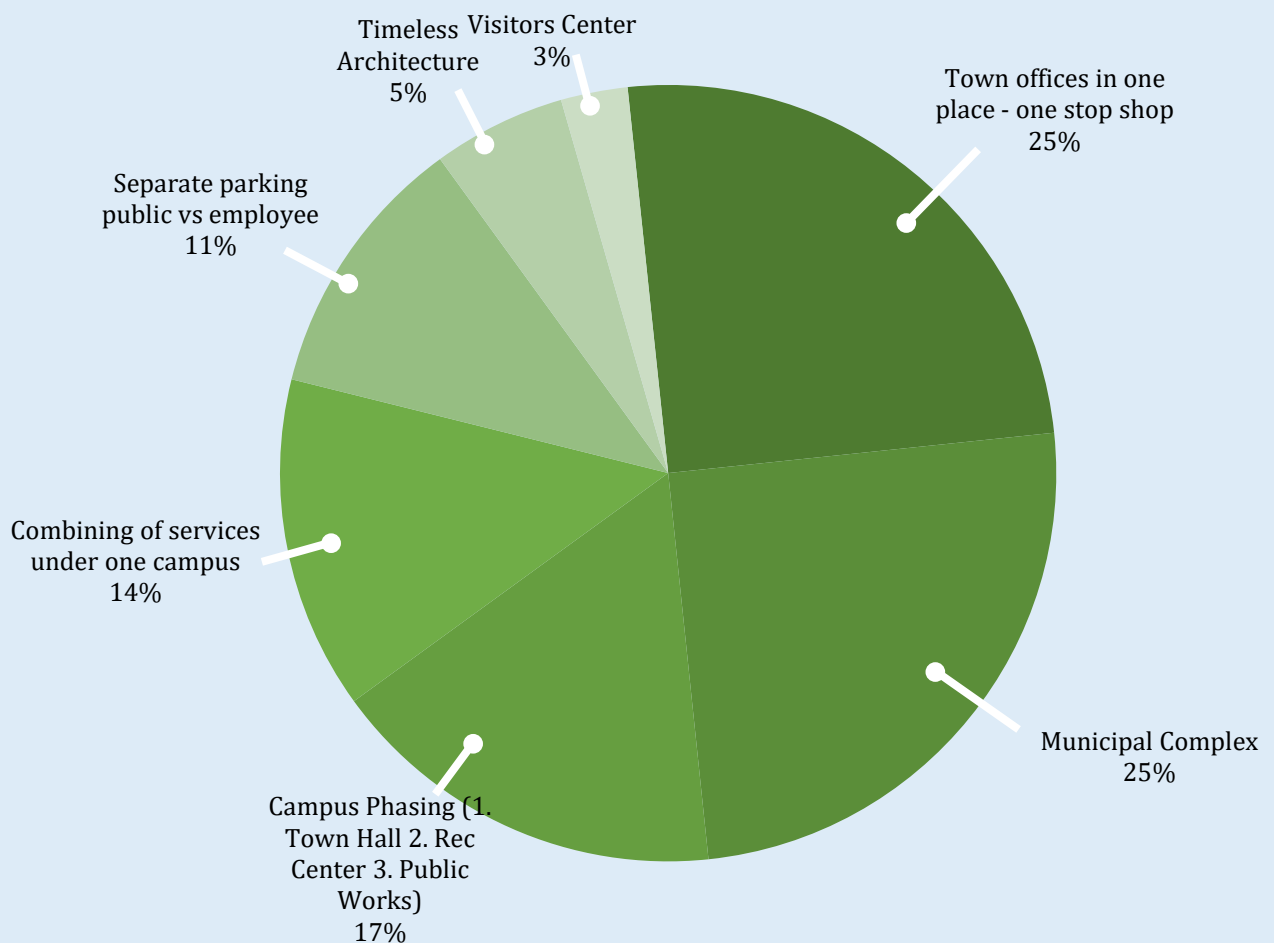
Function Topics

CATEGORY	ACTUAL
Drop in offices/ hard wall offices	7
Building have sustainability	6
Community meeting space (bigger than leeper)	5
Technology	5
Security	5
Meeting Room - Community Room(s)	4
Flexibility of future private needs	2
Basically traditional (not too historic)	2
Office recreation space (future)	2
Court Rooms	1
Planning of staffing need (public facing)	1
Design the space for critical core needs	1
Total	41



Campus Topics

CATEGORY	ACTUAL
Town offices in one place - one stop shop	9
Municipal Complex	9
Campus Phasing (1. Town Hall 2. Rec Center 3. Public Works)	6
Combining of services under one campus	5
Separate parking public vs employee	4
Timeless Architecture	2
Visitors Center	1
Total	36



Data from 3-3-2020 Group

Sorting	Item	Dots
Campus	Separate parking public vs employee	1.00
Campus	Municipal court building	0.00
Campus	Senior rec center	0.00
Campus	Campus Phasing (1. Town Hall 2. Rec Center 3. Public Works)	6.00
Campus	Town offices in one place - one stop shop	9.00
Campus	Visitors center	1.00
Campus	Municipal complex	5.00
Campus	Parking Lots	1.00
Function	Not in your face secure but secure	2.00
Function	Well designed access point to functions	0.00
Function	Good public vs private zones access	1.00
Function	Good internet	0.00
Function	Preserve architecture	0.00
Function	Consider design to control emotional issues	0.00
Function	Design for future security	2.00
Function	ADA Accessibility priority	0.00
Function	Variety of option	0.00
Function	Community meeting space w/ kitchen space	1.00
Function	Tech option for meeting space	0.00
Function	Utility + Function within building	0.00
Function	Basically traditional (not too historic)	2.00
Function	Nature - Inside / outside flow	1.00
Function	Community meeting space (bigger than leeper)	5.00
Function	Innovative/ forward thinking (energy + parking)	1.00
Function	Office recreation space (future)	2.00
Location	Open areas around the building	0.00
Location	Repurpose existing (Library?)	0.00
Location	Maintain central downtown (parking concerns)	1.00
Location	Be mindful of existing homes/ facilities	0.00
Location	Infrastructure for larger town growth (water + power)	7.00
Location	Future growth north of town as town shifts north	1.00
Location	West of Cty. Rd. 9 across from high school	0.00
Location	If north do you effect industrial growth	0.00
Location	Fire District (12-15 admin offices / formal mtg. space/ sherif + police admin)	0.00
Location	Aesthetically pleasing	0.00
Location	Washington + 3rd	1.00
Location	Redevelopment of existing (cost benefit analysis)	5.00

Data from 3-3-2020 Group

	Combine old + new (not drastic difference	
Location	+ trees / landscaping)	0.00
Location	In an area zoned correctly	0.00
Location	Infrastructure connectivity service	0.00
Location	Architecture - set a standard	2.00
Location	Building location not downtown	0.00
Location	Redevelop downtown owned property	2.00
Location	Landmark (looks like)	0.00
	Economic impact of where it is located	
Location	(downtown culture - development)	7.00
	First responders in the building	
Location	fire/police	0.00
Location	Plan for growth (Land, Building, Town)	6.00
Location	Easy to find	1.00

Data from 3-10-2020 Group

Sorting	Item	Dots
Campus	Combining of services under one campus	5.00
Campus	Architecture should be timeless	2.00
Campus	Centennial Park don't use b/c size + economics	0.00
Campus	Growth in relation to location	0.00
Campus	Adequate parking	2.00
Campus	Municipal Complex (Post office, rec center, town hall, fire, library, utility, public works, police, senior resource)	4.00
Campus	Security of multi-complex	0.00
Campus	Shared resources @ all services	0.00
Function	Tech + Work at Home	2.00
Function	Meeting Room - Community Room(s)	3.00
Function	Court Rooms	1.00
Function	Programming current needs (work from home)	2.00
Function	Planning of staffing need (public facing)	1.00
Function	Structure deals w/ future technologies	2.00
Function	Community room separate @ Centennial Park	0.00
Function	Building have sustainability	3.00
Function	Flexibility of future private needs	2.00
Function	Maintenance factor of facilities	0.00
Function	Flexible design and reconfiguration	0.00
Function	Design the space for critical core needs	1.00
Function	Central smart rooms (audio and visual)	1.00
Function	Drop in offices/ had wall offices	5.00
Function	Strive for net zero structure	1.00
Location	Building on land town owns	6.00
Location	Property on 6th Street - Evaluate	2.00
Location	Property on 3rd + Washington - Eval.	1.00
Location	Limited Placement of Town Hall - North or West	0.00
Location	If in downtown - resemble that Style	0.00
Location	Offsite Community	0.00
Location	Utilize existing properties to fund Town Hall	2.00
Location	Minimize public expense for future town	5.00
Location	Relative closeness to downtown (contributes to downtown revenue)	1.00
Location	Broadband fiber - proximity to building	1.00
Location	Community Convenience	0.00

Town of Wellington, Colorado

Financial Statements and Supplementary
Information
For the Year Ended December 31, 2019

Draft



Town of Wellington

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Independent Auditor's Report

Honorable Mayor and Members of the Town Board of Trustees
Town of Wellington, Colorado

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Town of Wellington, Colorado (the "Town"), as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Town of Wellington, Colorado as of December 31, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.



Emphasis of Matters

The COVID-19 outbreak in 2020 (see Note 10) has caused business disruption in a variety of industries, markets and geographic regions, which has resulted in considerable uncertainty as to the financial impact and duration, which cannot be reasonably estimated at this time. Our conclusion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 15 and the budgetary comparison information on pages 47 and 48 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The budgetary comparison information on pages 49 through 53 and the Local Highway Finance Report on pages 54 and 55 are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The budgetary comparison information and Local Highway Finance Report are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Greeley, Colorado
July XX, 2020

Basic Financial Statements

Draft

Town of Wellington
Statement of Net Position
December 31, 2019

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	\$ 10,116,044	\$ 27,138,299	\$ 37,254,343
Equity in pooled cash and cash equivalents	335,143	1,554,646	1,889,789
Receivables	1,775,889	467,087	2,242,976
Loan proceeds receivable	-	24,800,000	24,800,000
Internal balances	420,000	(420,000)	-
Inventory	-	66,267	66,267
Prepaid items	96,507	-	96,507
Restricted cash and cash equivalents	-	910,789	910,789
Capital assets:			
Nondepreciable	1,634,941	4,979,491	6,614,432
Depreciable, net of accumulated depreciation	20,821,258	32,481,362	53,302,620
Total assets	35,199,782	91,977,941	127,177,723
Liabilities			
Accounts payable	697,395	1,274,440	1,971,835
Accrued interest payable	2,901	237,440	240,341
Accrued wages payable	55,811	14,512	70,323
Noncurrent liabilities:			
Accrued compensated absences	121,518	-	121,518
Due within one year	236,607	1,550,181	1,786,788
Due in more than one year	1,270,243	26,663,771	27,934,014
Total liabilities	2,384,475	29,740,344	32,124,819
Deferred inflows of resources			
Unearned revenue - property taxes	1,432,171	85,593	1,517,764
Total deferred inflows of resources	1,432,171	85,593	1,517,764
Net position			
Net investment in capital assets	20,949,349	34,046,901	54,996,250
Restricted for:			
Emergencies	231,273	-	231,273
Parks and recreation	479,190	-	479,190
Rate stabilization and maintenance	-	910,789	910,789
Unrestricted	9,723,324	27,194,314	36,917,638
Total net position	\$ 31,383,136	\$ 62,152,004	\$ 93,535,140

The accompanying notes are an integral part of these financial statements.

Town of Wellington

Statement of Activities

Year Ended December 31, 2019

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental activities:				
General government	\$ 2,107,247	\$ 113,564	\$ -	\$ -
Public safety	1,442,249	521,478	-	-
Public works	2,281,918	10,810	-	-
Parks and recreation	929,982	118,282	108,361	-
Economic development	221,134	-	-	-
Library	184,051	-	-	-
Small equipment	-	-	-	-
Interest on long-term debt	37,834	-	-	-
Total governmental activities	7,204,415	764,134	108,361	-
Business-type activities:				
Water	2,640,768	2,018,161	-	2,751,816
Sewer	1,203,509	1,333,766	-	1,162,500
Storm drainage	638,801	593,048	-	-
Total business-type activities	4,483,078	3,944,975	-	3,914,316
Total primary government	\$ 11,687,493	\$ 4,709,109	\$ 108,361	\$ 3,914,316

Taxes:

Property taxes levied for general purposes

Property taxes levied for debt service

Open space tax

Sales and use tax

Franchise fees

Highway users tax

Other taxes

Impact fees

Grants and contributions not restricted to specific programs

Earnings on investments

Other revenues

Transfers

Total general revenues

Changes in net position

Net position at beginning of year

Net position at end of year

Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	Business-Type Activities	Total
\$ (1,993,683)	\$ -	\$ (1,993,683)
(920,771)	-	(920,771)
(2,271,108)	-	(2,271,108)
(703,339)	-	(703,339)
(221,134)	-	(221,134)
(184,051)	-	(184,051)
-	-	-
(37,834)	-	(37,834)
(6,331,920)	-	(6,331,920)
-	2,129,209	2,129,209
-	1,292,757	1,292,757
-	(45,753)	(45,753)
-	3,376,213	3,376,213
(6,331,920)	3,376,213	(2,955,707)
1,105,706	-	1,105,706
-	91,079	91,079
250,916	-	250,916
2,740,101	-	2,740,101
183,780	-	183,780
327,548	-	327,548
1,325,843	-	1,325,843
733,218	216,909	950,127
5,336	-	5,336
250,425	600,877	851,302
22,595	26,057	48,652
1,282,286	(1,265,286)	17,000
8,227,754	(330,364)	7,897,390
1,895,834	3,045,849	4,941,683
29,487,302	59,106,155	88,593,457
\$ 31,383,136	\$ 62,152,004	\$ 93,535,140

The accompanying notes are an integral part of these financial statements.

Town of Wellington

Balance Sheet Governmental Funds

December 31, 2019

	General	Street	Park	Conservation Trust (Nonmajor)	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 5,785,854	\$ 1,609,214	\$ 2,153,308	\$ 479,190	\$ 10,027,566
Equity in pooled cash and cash equivalents	33,484	-	301,659	-	335,143
Cash with fiscal agent	-	75,412	13,066	-	88,478
Receivables	1,656,987	18,372	100,530	-	1,775,889
Due from other funds	420,000	-	-	-	420,000
Prepaid items	96,507	-	-	-	96,507
Totals assets	\$ 7,992,832	\$ 1,702,998	\$ 2,568,563	\$ 479,190	\$ 12,743,583
Liabilities, deferred inflows of resources and fund balances					
Liabilities					
Accounts payable	\$ 658,388	\$ 27,885	\$ 11,122	\$ -	\$ 697,395
Accrued wages payable	49,923	-	5,888	-	55,811
Total liabilities	708,311	27,885	17,010	-	753,206
Deferred inflows of resources					
Unearned revenue - property taxes	1,432,171	-	-	-	1,432,171
Total deferred inflows of resources	1,432,171	-	-	-	1,432,171
Fund balances					
Nonspendable	96,507	-	-	-	96,507
Restricted	231,273	-	-	479,190	710,463
Committed	57,118	-	-	-	57,118
Assigned	769,601	1,675,113	2,551,553	-	4,996,267
Unassigned	4,697,851	-	-	-	4,697,851
Total fund balances	5,852,350	1,675,113	2,551,553	479,190	10,558,206
Total liabilities, deferred inflows of resources and fund balances	\$ 7,992,832	\$ 1,702,998	\$ 2,568,563	\$ 479,190	\$ 12,743,583

The accompanying notes are an integral part of these financial statements.

Town of Wellington
Reconciliation of the Governmental Funds Balance Sheet
with the Government-wide Statement of Net Position
December 31, 2019

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balance - governmental funds	\$ 10,558,206
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Capital assets used in governmental activities are not current financial resources, and therefore, are not reported as assets in the governmental fund financial statements.

Capital assets	\$ 39,942,040	
Accumulated depreciation	<u>(17,485,841)</u>	22,456,199

Long-term liabilities are not due and payable from current financial resources, and therefore, are not reported as liabilities in the fund financial statements. Long-term liabilities at year end consist of:

Loan payable	\$ (1,506,850)	
Accrued interest payable	(2,901)	
Accrued compensated absences	<u>(121,518)</u>	(1,631,269)
Total net position - governmental activities		\$ 31,383,136

The accompanying notes are an integral part of these financial statements.

Town of Wellington
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended December 31, 2019

	General	Street	Park	Conservation Trust (Nonmajor)	Total Governmental Funds
Revenues					
Taxes and impact fees	\$ 3,272,013	\$ 1,841,778	\$ 1,553,321	\$ -	\$ 6,667,112
Licenses and permits	453,674	37,354	30,450	-	521,478
Intergovernmental	4,836	-	-	108,861	113,697
Charges for services	113,564	-	118,282	-	231,846
Fines and forfeitures	10,810	-	-	-	10,810
Earnings on investments	177,650	23,784	38,104	10,887	250,425
Miscellaneous	18,552	2,529	1,514	-	22,595
Total revenues	4,051,099	1,905,445	1,741,671	119,748	7,817,963
Expenditures					
Current:					
General government	2,036,862	-	-	-	2,036,862
Public safety	1,442,249	-	-	-	1,442,249
Public works	1,060,030	311,314	-	-	1,371,344
Parks and recreation	87,825	-	615,228	-	703,053
Economic development	221,134	-	-	-	221,134
Library	182,402	-	-	-	182,402
Small equipment	-	-	-	-	-
Capital outlay	278,208	599,350	126,564	-	1,004,122
Debt Service:					
Principal	-	-	231,181	-	231,181
Interest	-	-	38,279	-	38,279
Total expenditures	5,308,710	910,664	1,011,252	-	7,230,626
Excess of revenues over expenditures	(1,257,611)	994,781	730,419	119,748	587,337
Other financing sources (uses)					
Transfers in	2,103,291	-	200,000	-	2,303,291
Transfers out	-	(549,862)	(271,143)	(200,000)	(1,021,005)
Total other financing sources (uses)	2,103,291	(549,862)	(71,143)	(200,000)	1,282,286
Net change in fund balances	845,680	444,919	659,276	(80,252)	1,869,623
Fund balances at beginning of year	5,006,670	1,230,194	1,892,277	559,442	8,688,583
Fund balances at end of year	\$ 5,852,350	\$ 1,675,113	\$ 2,551,553	\$ 479,190	\$10,558,206

The accompanying notes are an integral part of these financial statements.

Town of Wellington

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances with the Government-wide Statement of Activities

Year Ended December 31, 2019

Amounts reported for governmental activities in the statement of activities are different because:

Total net change in fund balance - governmental funds	\$ 1,869,623
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Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are shown in the statement of net position and allocated over their estimated useful lives as annual depreciation expense in the statement of activities. This is the amount by which depreciation expense exceeded capital outlay during the year.

Capital outlay	\$ 1,004,122	
Depreciation expense	<u>(1,180,857)</u>	(176,735)

Repayment of loan payable obligations are expenditures in the fund financial statements, but are reductions in long-term liabilities in the statement of net position and do not affect the statement of activities.	231,181
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Decrease in interest payable is reflected against expense in the statement of activities and not reflected as an expenditure in the statement of revenues, expenditures and changes in fund balances.	445
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Increase in accrued compensated absences liability is reflected as an expense on the statement of activities and not reflected as an expenditure on the governmental fund statement of revenues, expenditures and changes in fund balances.	(28,680)
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Change in net position of governmental activities	\$ 1,895,834
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The accompanying notes are an integral part of these financial statements.

Town of Wellington
Statement of Net Position
Proprietary Funds
December 31, 2019

	Water	Sewer	Storm Drainage	Total
Assets				
Current assets				
Cash and cash equivalents	\$ 17,091,983	\$ 9,091,334	\$ 954,982	\$ 27,138,299
Equity in pooled cash and cash equivalents	1,216,466	3,886	334,294	1,554,646
Receivables	240,482	155,400	71,205	467,087
Loan proceeds receivable	24,800,000	-	-	24,800,000
Inventory	54,722	11,545	-	66,267
Total current assets	43,403,653	9,262,165	1,360,481	54,026,299
Noncurrent assets				
Restricted cash and cash equivalents	560,789	350,000	-	910,789
Capital assets:				
Land	36,130	83,103	-	119,233
Water rights	2,795,637	-	-	2,795,637
Construction in progress	1,984,812	76,609	3,200	2,064,621
Utilities systems	23,236,341	20,260,112	3,347,642	46,844,095
Equipment	668,841	715,341	14,328	1,398,510
Less accumulated depreciation	(9,714,617)	(5,556,039)	(490,587)	(15,761,243)
Total capital assets - net	19,007,144	15,579,126	2,874,583	37,460,853
Total noncurrent assets	19,567,933	15,929,126	2,874,583	38,371,642
Total assets	62,971,586	25,191,291	4,235,064	92,397,941
Liabilities				
Current liabilities				
Accounts payable	820,927	63,566	389,947	1,274,440
Accrued interest payable	192,914	44,526	-	237,440
Accrued wages payable	5,260	9,252	-	14,512
Due to other funds	-	-	420,000	420,000
Current portion of long-term debt	1,147,262	402,919	-	1,550,181
Total current liabilities	2,166,363	520,263	809,947	3,496,573
Noncurrent liabilities				
Long-term debt	24,133,767	2,530,004	-	26,663,771
Total noncurrent liabilities	24,133,767	2,530,004	-	26,663,771
Total liabilities	26,300,130	3,050,267	809,947	30,160,344
Deferred inflows of resources				
Unearned revenue - property taxes	85,593	-	-	85,593
Total deferred inflows of resources	85,593	-	-	85,593
Net position				
Net investment in capital assets	18,526,115	12,646,203	2,874,583	34,046,901
Restricted for rate stabilization	-	350,000	-	350,000
Restricted for maintenance	560,789	-	-	560,789
Unrestricted	17,498,959	9,144,821	550,534	27,194,314
Total net position	\$ 36,585,863	\$ 22,141,024	\$ 3,425,117	\$ 62,152,004

The accompanying notes are an integral part of these financial statements.

Town of Wellington
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
Year Ended December 31, 2019

	Water	Sewer	Storm Drainage	Totals
Operating revenues				
Charges for services	\$ 2,018,161	\$ 1,333,766	\$ 593,048	\$ 3,944,975
Total operating revenues	2,018,161	1,333,766	593,048	3,944,975
Operating expenses				
Operating	1,544,098	579,911	525,784	2,649,793
Small equipment	40,999	15,539	-	56,538
Depreciation	701,861	452,655	113,017	1,267,533
Total operating expenses	2,286,958	1,048,105	638,801	3,973,864
Operating income (loss)	(268,797)	285,661	(45,753)	(28,889)
Non-operating revenues (expenses)				
Property taxes and impact fees	91,079	-	216,909	307,988
Earnings on investments	399,513	181,209	20,155	600,877
Interest expense	(353,810)	(155,404)	-	(509,214)
Other non-operating revenue	20,027	6,030	-	26,057
Total non-operating revenues (expenses)	156,809	31,835	237,064	425,708
Income (loss) before transfers and contributions	(111,988)	317,496	191,311	396,819
Transfers out	(706,970)	(466,512)	(91,804)	(1,265,286)
Capital contributions	2,751,816	1,162,500	-	3,914,316
Changes in net position	1,932,858	1,013,484	99,507	3,045,849
Net position at beginning of year	34,653,005	21,127,540	3,325,610	59,106,155
Net position at end of year	\$ 36,585,863	\$ 22,141,024	\$ 3,425,117	\$ 62,152,004

The accompanying notes are an integral part of these financial statements.

Town of Wellington
Statement of Cash Flows
Proprietary Funds
Year Ended December 31, 2019

	Water	Sewer	Storm Drainage	Total
Cash flows from operating activities				
Cash received from customers	\$ 2,011,914	\$ 1,324,202	\$ 586,457	\$ 3,922,573
Cash payments to suppliers	(652,332)	(241,594)	(574,358)	(1,468,284)
Cash payments to employees	(275,715)	(301,575)	(1,384)	(578,674)
Net cash flows from operating activities	1,083,867	781,033	10,715	1,875,615
Cash flows from non-capital financing activities				
Property taxes	85,124	-	19,430	104,554
Impact fees	-	-	197,479	197,479
Transfers out	(706,970)	(466,512)	(91,804)	(1,265,286)
Other non-operating revenue	20,027	6,030	-	26,057
Net cash flows from non-capital financing activities	(601,819)	(460,482)	125,105	(937,196)
Cash flows from capital and related financing activities				
Capital contributions	2,751,816	1,162,500	-	3,914,316
Acquisitions of capital assets	(2,825,937)	(773,970)	(56,200)	(3,656,107)
Principal paid on long-term debt	(138,976)	(392,085)	-	(531,061)
Interest paid on long-term debt	(160,896)	(110,878)	-	(271,774)
Net cash flows from capital and related financing activities	(373,993)	(114,433)	(56,200)	(544,626)
Cash flows from investing activities				
Earnings on investments	399,513	181,209	20,155	600,877
Change in restricted cash and cash equivalents	(5,055)	-	-	(5,055)
Net cash flows from investing activities	394,458	181,209	20,155	595,822
Net change in cash and cash equivalents	502,513	387,327	99,775	989,615
Cash and cash equivalents at beginning of year	17,805,936	8,707,893	1,189,501	27,703,330
Cash and cash equivalents at end of year	\$ 18,308,449	\$ 9,095,220	\$ 1,289,276	\$ 28,692,945
Reconciliation of operating income (loss) to net cash flows from operating activities				
Operating income (loss)	\$ (268,797)	\$ 285,661	\$ (45,753)	\$ (28,889)
Adjustments to reconcile operating income (loss) to net cash flows from operating activities:				
Depreciation	701,861	452,655	113,017	1,267,533
Changes in operating assets and liabilities:				
Receivables	(6,247)	(9,564)	(6,591)	(22,402)
Inventory	337	1,382	-	1,719
Accounts payable	666,483	54,748	(48,574)	672,657
Accrued wages payable	(9,770)	(3,849)	(1,384)	(15,003)
Net cash flows from operating activities	\$ 1,083,867	\$ 781,033	\$ 10,715	\$ 1,875,615

The accompanying notes are an integral part of these financial statements.

Town of Wellington
Statement of Fiduciary Net Position
Fiduciary Fund
December 31, 2019

	Library Trust
Assets	
Cash and cash equivalents	\$ 422,211
Equity in pooled cash and cash equivalents, restricted	2,544
Total assets	424,755
Net position	\$ 424,755

The accompanying notes are an integral part of these financial statements.

Draft

Town of Wellington
Statement of Changes in Fiduciary Net Position
Fiduciary Fund
Year Ended December 31, 2019

	Library Trust
Additions	
Library impact fees	\$ 43,250
Total additions	43,250
Deductions	
Transfer out	17,000
Total deductions	17,000
Change in net position	26,250
Net position at beginning of year	398,505
Net position at end of year	\$ 424,755

The accompanying notes are an integral part of these financial statements.

Town of Wellington

Notes to Financial Statements

December 31, 2019

1. Summary of Significant Accounting Policies

Form of Organization

The Town of Wellington, Colorado (the "Town") was founded on November 10, 1905 as a statutory town. The Town's major operations include general government, public safety, public works, parks and recreation, economic development, and the library.

The financial statements of the Town have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") as applied to government units. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial principles. The more significant of the Town's accounting policies are described below.

Reporting Entity

As defined by GAAP established by the GASB, the financial reporting entity consists of the primary government, as well as component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. Financial accountability is defined as:

- 1) Appointment of a voting majority of the component unit's governing board and either a) the ability to impose its will by the primary government, or b) there is a potential for the component unit to provide specific financial benefits to, or impose specific financial burdens on, the primary government; or
- 2) Fiscal dependency on the primary government and there is a potential for the organization to provide specific benefits to, or impose specific financial burdens on the primary government regardless of whether the organization has (1) a separately elected governing board, (2) a governing board appointed by a higher level of government, or (3) a jointly appointed board.

Based on the above criteria, there are no other organizations that would be considered component units of the Town.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes, charges for services and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on user charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: (1) charges to those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

The fund financial statements report detailed information about the Town. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column.

Town of Wellington

Notes to Financial Statements

December 31, 2019

Separate financial statements are provided for governmental and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are accounted for using the current financial resources measurement focus, whereby only current assets, deferred outflows of resources, liabilities, and deferred inflows of resources generally are included in the balance sheet, and the statement of revenues, expenditures and changes in fund balances present increases and decreases in those components. These funds use the modified accrual basis of accounting, whereby revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recognized when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recognized only when payment is due.

Property taxes, intergovernmental grants, and earnings on investments associated with the current fiscal period are all considered to be susceptible to accrual, and so, have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

Because governmental fund statements are presented using a measurement focus and basis of accounting different from that used in the government-wide statements, reconciliations are presented that briefly explains the adjustments necessary to reconcile to ending net position and the change in net position.

In accordance with GASB Statement No. 33, *Accounting and Financial Reporting for Nonexchange Transactions*, ("GASB No. 33") the corresponding assets (receivables) in non-exchange transactions are recognized in the period in which the underlying exchange occurs, when an enforceable legal claim has arisen, when all eligibility requirements have been met, or when resources are received, depending on the revenue source. Property taxes attach an enforceable lien on property as of January 1. Taxes are levied in December, payable in the following year in full by April 30, or in two equal installments due on the last day of February and June 15.

Governmental funds are used to account for all or most of a government's general activities. The following are the Town's major governmental funds:

General Fund - The General Fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund.

Street Fund - The Street Fund, a special revenue fund, is considered a major fund of the Town. Revenues in the Street Fund consist of motor vehicle ownership taxes, motor vehicle registration taxes and highway user taxes. In addition, this fund accounts for impact fees relating to new construction from building permits. Amounts collected are disbursed for the maintenance of the Town's streets and alleys.

Town of Wellington

Notes to Financial Statements

December 31, 2019

Park Fund - The Park Fund, a special revenue fund, is considered a major fund of the Town. Revenues in the Park Fund consist of sales taxes, use taxes, motor vehicle use taxes, and open space sales taxes. In addition, this fund accounts for impact fees relating to new construction from building permits. Amounts collected are disbursed for the maintenance of the Town's parks and open space.

The other governmental fund (nonmajor fund) is a special revenue fund (Conservation Trust) and has been established to account for revenues from the Colorado Conservation Trust Fund which are required to be used to fund park and recreation services.

Proprietary funds, which include enterprise funds, are accounted for on a flow of economic resources measurement focus using the accrual basis of accounting. Therefore, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of this fund are included on the statement of net position. Revenues and expenses are recorded in the accounting period in which they are earned or incurred, and they become measurable. Net position is segregated into amounts invested in capital assets, restricted for debt service and rate stabilization loan reserves, and unrestricted. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in total net position. Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. The Town's major enterprise funds include the Water, Sewer, and Storm Drainage funds.

Fiduciary fund reporting focuses on net position and changes in net position. The fiduciary fund category is split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and agency funds. Trust funds are used to account for assets held by the Town under a trust agreement for individuals, private organizations, or other governments and are therefore not available to support the Town's own programs. The Town has one private-purpose trust fund, the Library Trust Fund, which accounts for library impact fees and grants and disburses funds for the benefit of the Town's library. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the enterprise funds and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Budgets

The Town follows these procedures in establishing the budgetary data reflected in the financial statements:

- By October 15, the Town Administrator submits to the Town Board of Trustees, a proposed operating budget for the fiscal year beginning the following January 1. The operating budget includes proposed expenditures and the means of financing them;
- A public hearing is conducted to obtain taxpayer comments;
- Prior to December 31, the budget is legally enacted through passage of a resolution;
- Any budget revisions that alter the total expenditures of any fund must be approved by the Board of Trustees through passage of a formal resolution;

Town of Wellington

Notes to Financial Statements

December 31, 2019

- The Town legally adopts budgets for all of the funds. Budgets for the general, special revenue and fiduciary funds are adopted on a basis consistent with GAAP. Budgetary comparisons for the enterprise funds are presented on a non-GAAP budgetary basis, where payments for capital assets and principal amounts of debt are treated as expenditures, bond proceeds are treated as revenues, and depreciation is not budgeted;
- Budgeted amounts in the financial statements are as originally adopted or as amended by the Town Board of Trustees. All appropriations lapse at year-end.

The following table summarizes the individual fund budgeted expenditures, as originally adopted, and as revised:

	Original Budget	Total Revisions	Final Budget
Governmental funds:			
General fund	\$ 3,680,639	\$ 2,215,786	\$ 5,896,425
Special revenue funds:			
Street fund	1,896,464	-	1,896,464
Park fund	2,597,362	(92,563)	2,504,799
Conservation trust fund	200,000	-	200,000
Business type funds:			
Water fund	20,601,201	5,084,533	25,685,734
Sewer fund	2,807,723	(24,722)	2,783,001
Storm drainage fund	764,683	(2,000)	762,683
Fiduciary fund type:			
Library trust fund	17,000	-	17,000
Total funds	\$ 32,565,072	\$ 7,181,034	\$ 39,746,106

Cash and Cash Equivalents

To improve cash management, cash received by the Town is pooled and invested. Individual fund integrity is maintained through the Town's records. Interest in the pool is presented as "equity in pooled cash and cash equivalents" on the financial statements. The Town considers all highly liquid investments with original maturities of three months or less, including deposits in a pooled investment fund, to be cash equivalents. Short-term investments, consisting of funds invested in a local government investment pool (Note 2) are considered to be cash equivalents and are measured at net asset value, which approximates fair value. Overdrawn balances in pooled cash accounts are treated by the Town as interfund liabilities, payable to the fund deemed to have made the loan.

Restricted Cash

The amounts restricted in the Water and Sewer funds are in compliance with the operation and maintenance reserve and rate stabilization requirements of the loans from the Colorado Water Resource and Power Development Authority.

Town of Wellington

Notes to Financial Statements

December 31, 2019

Investments

Investments, consisting of funds invested in certificates of deposit, are measured at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*.

Revenue Recognition/Property Taxes

Property taxes attach an enforceable lien on property as of January 1. Taxes are levied in December, payable in the following year in full by April 30, or in two equal installments due on the last day of February and June 15. The county treasurer bills and collects property taxes for all taxing entities within the county. Property tax receipts collected by the county treasurer each month are remitted to the Town by the tenth day of the subsequent month. Property tax revenues are recognized in the government-wide financial statements in the year that the property taxes are used to fund the operations of the Town.

In the fund financial statements, property taxes are recognized in the year for which levied provided they become available and measurable. Utility service revenue is recognized when the service is provided.

Short-Term Interfund Receivables/Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables, if any, are classified as internal balances on the government-wide statement of net position and classified as due from other funds or due to other funds on the balance sheet.

Inventories

Inventories, consisting primarily of chemicals used in the treatment process of the Water and Sewer funds, have been valued at cost on a first-in first-out basis. The consumption method is used to account for inventories. Inventory costs are recorded as expenditures or expenses when individual inventory items are consumed.

Bond Premium and Debt Issuance Costs

In the government-wide financial statements, long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums are deferred and amortized over the life of the bonds using the effective interest rate method as principal is paid. Debt issuance costs are recognized during the period of issuance.

In the fund financial statements, governmental fund types recognize bond premiums during the period of issuance. The face amount of debt issued is reported as other financing sources. Premiums on the debt issuance are reported as other finance sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service.

Town of Wellington

Notes to Financial Statements

December 31, 2019

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (i.e., streets and roads, bridges, water lines, storm-water drainage, traffic signals, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value on the date received.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Assets are depreciated using the straight-line method over the assets estimated useful lives. Depreciation expense is reflected as an operating expense in the government-wide statement of activities. Estimated useful lives for asset types are as follows:

Description	Governmental	Business-Type
Land and water rights	N/A	N/A
Buildings and improvements	10-40 years	N/A
Improvements other than buildings	5-50 years	N/A
Streets and improvements	20-40 years	N/A
Machinery and equipment	5-20 years	5 years
Utilities systems	N/A	50 years

Compensated Absences

The Town reports compensated absences in accordance with the provisions of GASB Statement No. 16, *Accounting for Compensated Absences*, ("GASB No. 16"). Personal leave benefits are accrued as a liability as the benefits are earned if the employees' rights to receive compensation are attributable to services rendered and it is probable that the Town will compensate the employees for the benefits earned. Upon termination of employment from the Town, an employee will be compensated for all accrued vacation and compensatory time at their current rate of pay. There is no payment for sick leave upon termination.

Amounts of vested or accumulated vacation pay that are not expected to be liquidated with expendable available financial resources are reported on the government-wide financial statements. The Town has recorded a liability of \$121,518 at December 31, 2019.

On the governmental fund financial statements, where applicable, the current portion of unpaid compensated absences is the amount expected to be paid using current available resources. At December 31, 2019, there is no accrual in the fund financial statements.

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities and long-term obligations are reported in the government-wide financial statements. In general, payables and accrued liabilities that will be paid from governmental funds are reported on the governmental fund financial statements regardless of whether they will be liquidated with current resources.

Town of Wellington

Notes to Financial Statements

December 31, 2019

However, claims and judgments and the noncurrent portion of long-term liabilities that will be paid from governmental funds are reported as a liability in the fund financial statements only to the extent that they will be paid with current, expendable, available financial resources. In general, payments made within 60 days after year-end are considered to have been made with current available financial resources. Capital lease obligations that will be paid from governmental funds are not recognized as a liability in the fund financial statements until due.

Fund Balance and Net Position

In the government-wide and proprietary fund financial statements, net position is classified in the following categories:

Net Investment in Capital Assets - This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce this category.

Restricted Net Position - This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position - This category represents the net position, which is not restricted for any project or other purpose. A deficit will require future funding.

In the fund financial statements, governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. In accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, fund balances of the governmental funds are classified as follows:

Nonspendable - amounts that cannot be spent either because they are not in spendable form or because they are legally or contractually required to be maintained intact.

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions, charter requirements or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, or the laws or regulations of other governments.

Committed - amounts that can be used only for specific purposes determined by a formal action of the Board of Trustees (the "Board"). The Board is the highest level of decision making authority for the Town. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. The Board has the authority to assign amounts for specific purposes.

Unassigned - represents the net position of the Town, which is not restricted for any project or other purpose. A deficit will require future funding.

When an expenditure is incurred for purposes for which both restricted and unrestricted resources are available, the Town considers restricted resources to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the Town considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Board has provided otherwise in its commitment or assignment actions.

Town of Wellington

Notes to Financial Statements

December 31, 2019

As of December 31, 2019, fund balances are composed of the following:

	General Fund	Street Fund	Park Fund	Conservation Trust Fund	Total Governmental
Nonspendable:					
Prepaid items	\$ 96,507	\$ -	\$ -	\$ -	\$ 96,507
Restricted:					
Emergencies	231,273	-	-	-	231,273
Parks and open space	-	-	-	479,190	479,190
Committed:					
Cemetery operations	57,118	-	-	-	57,118
Assigned:					
Capital projects	-	1,675,113	2,281,888	-	3,957,001
Subsequent year's expenditures	769,601	-	269,665	-	1,039,266
Unassigned	4,697,851	-	-	-	4,697,851
Total fund balances	\$ 5,852,350	\$ 1,675,113	\$ 2,551,553	\$ 479,190	\$ 10,558,206

Interfund Transactions

Interfund services provided and used are accounted for as revenues, expenditures or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions are reported as transfers.

Estimates

The presentation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates.

2. Cash and Investments

Deposits

Colorado state statutes govern the entity's deposits of cash. For deposits in excess of federally insured limits, Colorado Revised Statutes require the depository institution to maintain collateral on deposit with an official custodian (as authorized by the State Banking Board). The Colorado Public Deposit Protection Act ("PDPA") requires state regulators to certify eligible depositories for public deposit.

Town of Wellington

Notes to Financial Statements

December 31, 2019

PDPA requires the eligible depositories with public deposits in excess of the amounts insured by the Federal Deposit Insurance Corporation (“FDIC”) to create a single institutional collateral pool of obligations of the State of Colorado or local Colorado governments and obligations secured by first lien mortgages on real property located in the State. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the assets in the pool must be at least 102% of the uninsured deposits. At December 31, 2019, the Town had deposits with financial institutions with a carrying amount (book balance) of \$457,515. The bank balances with the financial institutions were \$493,638, which of this amount, \$328,905 was covered by federal depository insurance, with the excess in 2019 covered by PDPA.

Cash and cash equivalents, including restricted cash, held by the Town at December 31, 2019 were as follows:

Cash on hand	\$ 300
Cash with county treasurer and clerk	88,478
Cash deposits	22,738,126
Local government investment pool	17,652,772
Total	\$ 40,479,676

Cash and cash equivalents, by statement, are as follows:

Statement of net position:	
Cash and cash equivalents	\$ 37,254,343
Equity in pooled cash and cash equivalents	1,889,789
Restricted cash and cash equivalents	910,789
Statement of fiduciary net position:	
Cash and cash equivalents	422,211
Equity in pooled cash and cash equivalents, restricted	2,544
Total	\$ 40,479,676

Investments

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which the Town may invest, which include:

- Certificates of deposit with an original maturity in excess of three months
- Certain obligations of the United States and U.S. Government agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Banker’s acceptance of certain banks
- Commercial paper
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Local government investment pools

The Town’s policy is to hold investments until maturity.

Town of Wellington

Notes to Financial Statements

December 31, 2019

Custodial Credit Risk - Investments

For investments, custodial credit risk is the risk that in the event of a failure of a counter party, the Town would not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Town does not have a specific policy for custodial credit risk. As of December 31, 2019, the Town had no investments exposed to custodial credit risk outside of its investment in the Colorado Local Government Liquid Asset Trust (the "Trust"), discussed below.

Interest Rate Risk

Colorado Revised Statutes limit investment maturities to five years or less from the date of purchase. This limit on investment maturities is a means of limiting exposure to fair value losses arising from increasing interest rates.

Local Government Investment Pools

At December 31, 2019, the Town had invested \$39,933,383 in the Colorado Local Government Liquid Asset Trust (the "Trust"), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commission administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund and each share is equal in value to \$1. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. COLOTRUST PRIME invests only in U.S. Treasury and government agencies. COLOTRUST PLUS+ can invest in U.S. Treasury, government agencies, and in the highest-rate commercial paper. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as a safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. The Trust is rated AAAM by Standard and Poor's and is measured at net asset value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

3. Receivables

Receivables at December 31, 2019, consisted of the following:

Types	Governmental Activities	Business-Type Activities	Total
Taxes	\$ 1,648,662	\$ 85,593	\$ 1,734,255
Trade accounts	-	379,566	379,566
Intergovernmental	47,254	-	47,254
Other	79,973	1,928	81,901
Total	\$ 1,775,889	\$ 467,087	\$ 2,242,976

4. Interfund Receivables/Payables and Transfers/

The Town's interfund receivables and payables represent short-term receivables and payables. The balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. At December 31, 2019, the Storm Drainage Fund owed the General Fund \$420,000.

Town of Wellington
Notes to Financial Statements

December 31, 2019

Interfund Transfers

Transfers are used to move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, or to use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. The following transfers were made during the year ended December 31, 2019:

Transfers Out								
Transfers In:	Street Fund	Park Fund	Conservation Trust Fund	Water Fund	Sewer Fund	Drainage Fund	Fiduciary Fund	Total
General Fund	\$ 549,862	\$ 271,143	\$ -	\$ 706,970	\$ 466,512	\$ 91,804	\$ 17,000	\$2,103,291
Park Fund	-	-	200,000	-	-	-	-	200,000
Total	\$ 549,862	\$ 271,143	\$ 200,000	\$ 706,970	\$ 466,512	\$ 91,804	\$ 17,000	\$2,303,291

Town of Wellington

Notes to Financial Statements

December 31, 2019

5. Capital Assets

A summary of changes in governmental activities capital assets for the year ended December 31, 2019, is as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental activities:				
Capital assets, not being depreciated				
Land and water rights	\$ 1,511,398	\$ 8,648	\$ -	\$ 1,520,046
Construction in progress	147,834	5,875	(38,814)	114,895
Total capital assets, not being depreciated	1,659,232	14,523	(38,814)	1,634,941
Capital assets, being depreciated:				
Buildings and improvements	997,829	278,208	-	1,276,037
Improvements other than buildings	12,577,879	106,089	-	12,683,968
Streets and improvements	22,327,886	599,349	-	22,927,235
Machinery and equipment	1,375,092	44,767	-	1,419,859
Total capital assets, being depreciated	37,278,686	1,028,413	-	38,307,099
Less accumulated depreciation for:				
Buildings and improvements	(747,094)	(23,527)	-	(770,621)
Improvements other than buildings	(3,449,683)	(210,014)	-	(3,659,697)
Streets and improvements	(10,987,446)	(910,574)	-	(11,898,020)
Machinery and equipment	(1,120,761)	(36,742)	-	(1,157,503)
Total accumulated depreciated	(16,304,984)	(1,180,857)	-	(17,485,841)
Total capital assets, being depreciated, net	20,973,702	(152,444)	-	20,821,258
Governmental activities capital assets, net	\$ 22,632,934	\$ (137,921)	\$ (38,814)	\$ 22,456,199

Depreciation expense for governmental activities has been allocated to various activities as follows:

Governmental activities:	
General government	\$ 41,705
Public works	910,574
Parks and recreation	226,929
Library	1,649
Total depreciation expense - governmental activities	\$ 1,180,857

Town of Wellington

Notes to Financial Statements

December 31, 2019

A summary of changes in business-type activities capital assets for the year ended December 31, 2019, is as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Business-type activities:				
Land and water rights	\$ 852,579	\$ 2,062,291	\$ -	\$ 2,914,870
Construction in progress	1,713,657	443,008	(92,044)	2,064,621
Total capital assets, not being depreciated	2,566,236	2,505,299	(92,044)	4,979,491
Capital assets, being depreciated:				
Utilities systems	45,849,204	994,891	-	46,844,095
Machinery and equipment	1,150,549	247,961	-	1,398,510
Total capital assets, being depreciated	46,999,753	1,242,852	-	48,242,605
Less accumulated depreciation	(14,493,710)	(1,267,533)	-	(15,761,243)
Total capital assets, being depreciated, net	32,506,043	(24,681)	-	32,481,362
Business-type activities capital assets, net	\$ 35,072,279	\$ 2,480,618	\$ (92,044)	\$ 37,460,853

Depreciation expense for business-type activities has been allocated to various activities as follows:

Business-type activities:	
Water	\$ 701,861
Sewer	452,655
Storm drainage	113,017
Total depreciation expense - business-type activities	\$ 1,267,533

Town of Wellington

Notes to Financial Statements

December 31, 2019

6. Long-Term Debt

Governmental Activities

In 2014, the Town borrowed \$2,400,000 from First National Bank, with monthly principal and interest payments beginning in 2016 and maturing in 2029. The loan requires monthly payments of \$22,455 principal and interest, fixed at 2.31%. The Park Fund is required to maintain a coverage amount of 125% of principal and interest. For the year ended December 31, 2019, the Town met the coverage amount.

Business-Type Activities

In 2019, the Town entered into a loan payable with the Colorado Water Resource and Power Development Authority ("CWRPDA"). The 20 year loan requires varying semi-annual principal and interest payments at interest ranging from 3.0 to 5.0% through August 1, 2039. The loan is a special revenue obligation of the Sewer Fund payable from sewer rates, fees, standby charges, and charges from the use and operation of the system and from such other funds legally available after the payment of operation and maintenance expenses of the system. As of December 31, 2019, the Town had not drawn down funds from this loan. The remaining amount available of \$24.8 million to be received is reflected as loan proceeds receivable in the accompanying statement of net position.

In September 2014 the Town entered into a 20 year general obligation sewer bond in the amount of \$2,400,000, due in 2024. The special revenue bond has variable interest rate, not to exceed 4%, and escalating principal payments.

In 2002, the Town entered into a loan payable with the Colorado Water Resource and Power Development Authority ("CWRPDA"). The 20 year note requires varying semi-annual principal and interest payments at 3.71%, payments through August 1, 2022. The loan is a special revenue obligation of the Sewer Fund payable from sewer rates, fees, standby charges, and charges from the use and operation of the system and from such other funds legally available after the payment of operation and maintenance expenses of the system.

In 2001, the Town entered into a loan payable with CWRPDA requiring semi-annual payments of \$36,747 principal and interest, at 4.0% through May 1, 2022. The loan is a special revenue obligation of the Water Fund payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds legally available after the payment of operation and maintenance expenses of the system.

During 1984, the Town entered into a general obligation water bond in the amount of \$500,000. Bond is due in escalating installments and matures on December 1, 2023. Interest is fixed at 5%.

During 1982, the Town entered into a loan agreement with Colorado Water Conservation Board ("CWCB") requiring annual payments of \$57,593 principal and interest at 4.0% through December 1, 2023. Revenues of the Town are pledged in an amount sufficient to pay the annual amounts due under the loan contract.

Town of Wellington

Notes to Financial Statements

December 31, 2019

Following is a summary of the debt transactions for the year ended December 31, 2019:

	Beginning Balance	Additions	Retirements	Ending Balance	Due Within One Year
Governmental Activities					
2014 First National Bank loan	\$ 1,738,031	\$ -	\$ (231,181)	\$ 1,506,850	\$ 236,607
Accrued compensated absences	92,838	34,362	(5,682)	121,518	-
Total	\$ 1,830,869	\$ 34,362	\$ (236,863)	\$ 1,628,368	\$ 236,607
Business-Type Activities					
1984 general obligation water bond	\$ 127,000	\$ -	\$ (23,000)	\$ 104,000	\$ 24,000
1982 Colorado Water Conservation Board loan	256,397	-	(45,518)	210,879	49,232
2001 Colorado Water Resource and Power Development Authority loan	237,828	-	(64,621)	173,207	67,232
2002 Colorado Water Resource and Power Development Authority loan	1,235,008	-	(287,085)	947,923	297,919
2014 general obligation sewer bond	2,090,000	-	(105,000)	1,985,000	105,000
2019 Colorado Water Resource and Power Development Authority loan	-	24,020,780	(6,219)	24,014,561	1,006,798
Total	\$ 3,946,233	\$24,020,780	\$ (531,443)	27,435,570	\$1,550,181
Current portion of long-term debt				(1,550,181)	
Discount on long-term debt				(838)	
Premium on long-term debt				779,220	

The following table represents future debt service requirements as of December 31, 2019:

Year	Governmental Activities		Business-Type Activities		Total
	Principal	Interest	Principal	Interest	
2020	\$ 236,607	\$ 32,853	\$ 1,550,181	\$ 572,700	\$ 2,392,341
2021	242,304	27,156	1,595,689	534,069	2,399,218
2022	248,040	21,420	1,611,968	494,854	2,376,282
2023	253,912	15,548	1,268,681	456,911	1,995,052
2024	259,892	9,568	1,211,978	429,634	1,911,072
2025-2029	266,095	3,384	6,389,477	1,802,901	8,461,857
2030-2034	-	-	6,929,981	1,251,234	8,181,215
2035-2039	-	-	6,877,615	440,862	7,318,477
	\$ 1,506,850	\$ 109,929	\$ 27,435,570	\$ 5,983,165	\$ 35,035,514

Town of Wellington
Notes to Financial Statements

December 31, 2019

7. Rate Maintenance

Water Fund

Pursuant to the 2001 CWRPDA loan agreement, the Town shall establish, levy, and collect rents, rates, and other charges for the products and services provided by the Town's water system (the "Water System") in an amount sufficient to: (1) meet the operation and maintenance expenses of the Water System, (2) comply with all covenants in the loan resolution, and (3) pay at least 110% of the debt service on all indebtedness or at least 110% of all such debt if connection fees are included as a source of payment.

The following calculation shows the Town has complied with the rate maintenance provision of this loan agreement.

Operating revenues	\$ 2,018,161	
Connection fees	<u>2,751,816</u>	
Subtotal	4,769,977	
Operation and maintenance expenses (not including depreciation)	<u>1,585,097</u>	
Net revenue as defined in loan agreement		\$ 3,184,880
2019 principal due	\$ 64,621	
2019 interest due	<u>8,873</u>	
	73,494	
	x110%	80,843
Amount the current year revenues were in excess of the requirements of the CWRPDA loan agreement.		<u>\$ 3,104,037</u>

Per the loan agreement, the Town is required to either raise rates within 60 days after the end of the year to comply with the rate covenant or to hire an independent firm of accountants or consulting engineers to do a rate study within 120 days of year-end to recommend a rate increase to meet the loan covenant.

Sewer Fund

Pursuant to the 2002 CWRPDA loan agreement, the Town shall establish, levy, and collect rents, rates, and other charges for the products and services provided by the Town's sewer system (the "Sewer System") in an amount sufficient to: (1) meet the operation and maintenance expenses of the Sewer System, (2) comply with all covenants in the loan resolution, and (3) pay at least 110% of the debt service on all indebtedness or at least 110% of all such debt if connection fees are included as a source of payment.

Town of Wellington

Notes to Financial Statements

December 31, 2019

The following calculation shows the Town has complied with the rate maintenance provision of this loan agreement.

Operating revenues	\$ 1,333,766	
Connection fees	<u>1,162,500</u>	
Subtotal	2,496,266	
Operation and maintenance expenses (not including depreciation)	<u>595,450</u>	
Net revenue as defined in loan agreement		\$ 1,900,816
2019 principal due	\$ 287,085	
2019 interest due	<u>36,286</u>	
	323,371	
	x110%	355,708
Amount the current year revenues were in excess of the requirements of the CWRPDA loan agreement.		<u>\$ 1,545,108</u>

Per the loan agreement, the Town is required to either raise rates within 60 days after the end of the year to comply with the rate covenant or to hire an independent firm of accountants or consulting engineers to do a rate study within 120 days of year-end to recommend a rate increase to meet the loan covenant.

The Town Board approved resolution 1-2012 SE establishing a rate stabilization account in the Sewer Fund in conformity with the rate covenant provisions of the 2002 CWRPDA loan agreement. This resolution restricted \$350,000 specifically for debt service on the aforementioned CWRPDA loan, retroactive to December 31, 2011. This restriction, plus the calculation shown above, demonstrates the Town is in compliance with the requirements of the CWRPDA loan at December 31, 2019.

The CWRPDA loans in the Water and Sewer Funds require the Town to maintain an operations and maintenance reserve in an amount equal to three months of operations and maintenance expenses, excluding depreciation of the system, as set forth in the annual budget for the current fiscal year. The Town has restricted \$560,789 in the Water Fund and \$350,000 in the Sewer Fund to comply with the terms of these agreements.

Pursuant to the 2014 special revenue bond obligation agreement, the Town shall establish, maintain, enforce, and collect rates, fees, and charges for the services provided by the Town's wastewater system to create gross revenue each calendar year sufficient to pay operation and maintenance expenses and to create net revenue in an amount: (1) equal to not less than 120% of the amount necessary to pay when due the principal of and interest on the bonds and any parity lien bonds coming due during such calendar year; and (2) sufficient to make up any deficiencies in the reserve account. In the event that the gross revenue at any time is not sufficient to make such payments, the Town shall promptly increase such rates, fees, and charges to an extent which will ensure the payments and accumulations required by the ordinance.

Town of Wellington

Notes to Financial Statements

December 31, 2019

The following calculation shows the Town has complied with the rate maintenance provision of this bond agreement.

Operating revenues	\$ 1,333,766	
Connection fees	<u>1,162,500</u>	
Subtotal	2,496,266	
Operation and maintenance expenses (not including depreciation)	595,450	
Net revenue as defined in loan agreement		\$ 1,900,816
2019 principal due	\$ 105,000	
2019 interest due	<u>69,458</u>	
	174,458	
	x120%	209,350
Amount the current year revenues were in excess of the requirements of the general bond obligation.		<u>\$ 1,691,466</u>

8. Contingencies

Risk Management

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The Town carries commercial insurance covering specific and general risks of loss, including worker's compensation and employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. There have been no significant reductions in insurance coverage.

9. Taxes, Spending and Debt Limitations

Tabor Amendment

In November 1992, Colorado voters passed an amendment (the "Amendment" or "TABOR") to the State Constitution (Article X, Section 20) which limits the revenue raising and spending abilities of state and local governments. The limits on property taxes, revenue, and "fiscal year spending" include allowable annual increases tied to inflation and local growth in construction valuation. Fiscal year spending, as defined by the Amendment excludes spending from certain revenue and financing sources such as federal funds, gifts, property sales, fund transfers, damage awards, and fund reserve (balance). The Amendment requires voter approval for any increase in mill levy or tax rates, new taxes, or creation of multi-year debt. Revenue earned in excess of the "spending limit" must be refunded or approved to be retained by the Town under specified voting requirements by the entire electorate.

The Amendment also requires local governments to establish emergency reserves to be used for declared emergencies only. An emergency, as defined by the Amendment, excludes economic conditions, revenue shortfalls, or salary or fringe benefit increases. These reserves are required to be 3% or more of fiscal year spending (excluding bonded debt service). The Town has restricted \$231,273 for this purpose.

Town of Wellington

Notes to Financial Statements

December 31, 2019

On November 5, 1996, the voting citizens of the Town of Wellington authorized the Town (retroactive to January 1, 1995) to, without imposing any new taxes or increases in tax rates, retain all revenue from all sources in 1995 and subsequent years, and to spend the same as a voter-approved revenue change and as exception to limits which would otherwise apply for each of said years under Colorado Constitution Article X, Section 20, the taxpayer's bill of rights. This effectively removed all revenue and spending limits imposed by TABOR.

The Town believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions will require judicial interpretation.

10. Subsequent Events

Management of the Town has evaluated subsequent events through July XX, 2020, the date that the financial statements were available to be issued.

The COVID-19 outbreak, which was declared a worldwide pandemic on March 11, 2020 by the World Health Organization ("WHO"), has caused business disruption in a variety of industries, markets and geographic regions. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration. The extent to which the District's operational and financial performance will be affected is also uncertain. Therefore, while the District expects this matter to negatively impact their business, results of operations, and financial position, the related financial impact cannot be reasonably estimated at this time.

Required Supplementary Information

Draft

Town of Wellington
Schedule of Revenues, Expenditures and Changes in Fund
Balance (Budget and Actual) - General Fund

Year Ended December 31, 2019

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Revenues				
Taxes	\$ 2,759,216	\$ 2,759,216	\$ 3,088,233	\$ 329,017
Franchise fees	179,500	179,500	183,780	4,280
Licenses and permits	533,325	533,325	453,674	(79,651)
Intergovernmental	5,000	5,000	4,836	(164)
Charges for services	104,500	104,500	113,564	9,064
Fines and forfeitures	17,500	17,500	10,810	(6,690)
Earnings on investments	60,000	60,000	177,650	117,650
Miscellaneous	12,000	12,000	18,552	6,552
Total revenues	3,671,041	3,671,041	4,051,099	380,058
Expenditures				
Current:				
General government:				
Legislative	245,291	64,556	31,319	33,237
Judicial	27,500	39,259	25,965	13,294
Administrator	461,629	298,547	319,184	(20,637)
Finance	-	667,400	643,744	23,656
Customer service	-	159,224	155,447	3,777
Human resources	-	157,621	95,242	62,379
Information technology	-	114,750	151,636	(36,886)
Planning and zoning	262,210	747,277	614,325	132,952
Public safety:				
Police	1,436,094	1,436,094	1,382,045	54,049
Protective inspections	454,707	72,021	60,204	11,817
Public works:				
Operating	100,491	1,120,035	972,237	147,798
Cemetery	22,500	22,500	12,921	9,579
General use buildings	66,750	66,750	74,872	(8,122)
Parks and recreation:				
Community activities	96,465	96,465	87,825	8,640
Economic development	159,050	251,650	221,134	30,516
Library	179,652	188,149	182,402	5,747
Small equipment	40,500	-	-	-
Capital outlay	127,800	394,127	278,208	115,919
Total expenditures	3,680,639	5,896,425	5,308,710	587,715
Excess of revenues over expenditures	(9,598)	(2,225,384)	(1,257,611)	967,773
Other financing sources (uses)				
Transfers in	17,000	2,103,291	2,103,291	-
Total other financing sources (uses)	17,000	2,103,291	2,103,291	-
Net change in fund balance	\$ 7,402	\$ (122,093)	845,680	\$ 967,773
Fund balance at beginning of year			5,006,670	
Fund balance at end of year			\$ 5,852,350	

See accompanying Independent Auditor's Report.

Town of Wellington
Schedule of Revenues, Expenditures and Changes in Fund
Balances (Budget and Actual) - Street and Park Funds
Year Ended December 31, 2019

	Street Fund				Park Fund			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final			Original	Final		
Revenues								
Taxes	\$1,003,613	\$1,003,613	\$ 1,317,310	\$ 313,697	\$ 1,115,147	\$ 1,115,147	\$ 1,344,571	\$ 229,424
Impact fees	401,200	401,200	524,468	123,268	318,600	318,600	208,750	(109,850)
Licenses and permits	250	250	37,354	37,104	-	-	30,450	30,450
Charges for services	-	-	-	-	89,200	89,200	118,282	29,082
Earnings on investments	3,000	3,000	23,784	20,784	3,800	3,800	38,104	34,304
Miscellaneous	-	-	2,529	2,529	-	-	1,514	1,514
Total revenues	1,408,063	1,408,063	1,905,445	497,382	1,526,747	1,526,747	1,741,671	214,924
Expenditures								
Current:								
Public works/Parks and recreation:								
Administrative	137,330	-	-	-	177,112	-	-	-
Operating	590,683	299,651	311,314	(11,663)	643,066	482,667	317,967	164,700
Recreation	-	-	-	-	318,693	306,317	297,261	9,056
Small equipment and other	121,500	-	-	-	13,819	-	-	-
Capital outlay	1,046,951	1,046,951	599,350	447,601	1,175,212	1,175,212	126,564	1,048,648
Debt Service	-	-	-	-	269,460	269,460	269,460	-
Total expenditures	1,896,464	1,346,602	910,664	435,938	2,597,362	2,233,656	1,011,252	1,222,404
Deficiency of revenues over expenditures	(488,401)	61,461	994,781	933,320	(1,070,615)	(706,909)	730,419	1,437,328
Other financing sources (uses)								
Transfers in	-	-	-	-	200,000	200,000	200,000	-
Transfers out	-	(549,862)	(549,862)	-	-	(271,143)	(271,143)	-
Total other financing sources (uses)	-	(549,862)	(549,862)	-	200,000	(71,143)	(71,143)	-
Net change in fund balances	\$ (488,401)	\$ (488,401)	444,919	\$ 933,320	\$ (870,615)	\$ (778,052)	659,276	\$ 1,437,328
Fund balances at beginning of year			1,230,194				1,892,277	
Fund balances at end of year			\$ 1,675,113				\$ 2,551,553	

See accompanying Independent Auditor's Report.

Other Supplementary Information

Draft

Town of Wellington
Schedule of Revenues, Expenditures and
Changes in Fund Balance (Budget and Actual)
Conservation Trust Fund

Year Ended December 31, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental	\$ 80,000	\$ 80,000	\$ 108,861	\$ 28,861
Earnings on investments	400	400	10,887	10,487
Total revenues	80,400	80,400	119,748	39,348
Other financing uses				
Transfers out	(200,000)	(200,000)	(200,000)	400,000
Total other financing uses	(200,000)	(200,000)	(200,000)	400,000
Net change in fund balance	\$ (119,600)	\$ (119,600)	(80,252)	\$ 439,348
Fund balance at beginning of year			<u>559,442</u>	
Fund balance at end of year			<u>\$ 479,190</u>	

See accompanying Independent Auditor's Report.

Town of Wellington
Schedule of Revenues, Expenses and Changes in Net Position
Budget and Actual (Non-GAAP Basis)
Water Fund

Year Ended December 31, 2019

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Operating revenues				
Charges for services	\$ 2,017,750	\$ 2,017,750	\$ 2,018,161	\$ 411
Total operating revenues	2,017,750	2,017,750	2,018,161	411
Operating expenses				
Administrative	435,206	-	-	-
Operating	2,243,158	1,949,641	1,544,098	405,543
Small equipment	195,100	185,850	40,999	144,851
Total operating expenses	2,873,464	2,135,491	1,585,097	550,394
Operating income (loss)	(855,714)	(117,741)	433,064	550,805
Non-operating revenues (expenses)				
Property taxes	85,793	85,793	91,079	5,286
Capital contributions	5,115,536	5,115,536	2,751,816	(2,363,720)
Earnings on investments	330,000	330,000	399,513	69,513
Other non-operating revenue	-	-	20,027	20,027
Interest expense	(26,152)	(26,152)	(353,810)	(327,658)
Principal paid	(133,163)	(133,163)	(138,976)	(5,813)
Capital outlay	(12,452,886)	(17,568,422)	(2,825,937)	14,742,485
Loan proceeds	-	-	24,020,780	24,020,780
Premium on loan	-	-	779,220	779,220
Transfers out	-	(706,970)	(706,970)	-
Reserves	(5,115,536)	(5,115,536)	-	5,115,536
Total non-operating revenues (expenses)	(12,196,408)	(12,196,408)	24,036,742	36,940,120
Change in net position - budgetary basis	<u>\$(13,052,122)</u>	<u>\$(12,314,149)</u>	24,469,806	<u>\$ 37,490,925</u>
Reconciliation to GAAP Basis				
Depreciation			(701,861)	
Principal paid			138,976	
Capital outlay			2,825,937	
Loan proceeds			(24,020,780)	
Premium on loan			(779,220)	
Change in net position - GAAP basis			1,932,858	
Net position at beginning of year			34,653,005	
Net position at end of year			<u>\$ 36,585,863</u>	

See accompanying Independent Auditor's Report.

Town of Wellington
Schedule of Revenues, Expenses and Changes in Net Position
Budget and Actual (Non-GAAP Basis)
Sewer Fund

Year Ended December 31, 2019

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Operating revenues				
Charges for services	\$ 1,380,000	\$ 1,380,000	\$ 1,333,766	\$ (46,234)
Total operating revenues	1,380,000	1,380,000	1,333,766	(46,234)
Operating expenses				
Administrative	271,115	-	-	-
Operating	869,814	604,795	579,911	24,884
Small equipment	30,395	68,650	15,539	53,111
Total operating expenses	1,171,324	673,445	595,450	77,995
Operating income	208,676	706,555	738,316	31,761
Non-operating revenues (expenses)				
Capital contributions	1,770,000	1,770,000	1,162,500	(607,500)
Earnings on investments	150,000	150,000	181,209	31,209
Other nonoperating revenue	-	-	6,030	6,030
Interest expense	(144,354)	(144,354)	(155,404)	(11,050)
Principal paid	(392,085)	(392,085)	(392,085)	-
Capital outlay	(1,099,960)	(1,106,605)	(773,970)	332,635
Transfers out	-	(466,512)	(466,512)	-
Total non-operating revenues (expenses)	283,601	(189,556)	(438,232)	(248,676)
Change in net position - budgetary basis	\$ 492,277	\$ 516,999	300,084	\$ (216,915)
Reconciliation to GAAP basis				
Depreciation			(452,655)	
Principal paid			392,085	
Capital outlay			773,970	
Change in net position - GAAP basis			1,013,484	
Net position at beginning of year			21,127,540	
Net position at end of year			\$ 22,141,024	

See accompanying Independent Auditor's Report.

Town of Wellington
Schedule of Revenues, Expenses and Changes in Net Position
Budget and Actual (Non-GAAP Basis)
Storm Drainage Fund
Year Ended December 31, 2019

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Operating revenues				
Charges for services	\$ 550,000	\$ 550,000	\$ 593,048	\$ 43,048
Total operating revenues	550,000	550,000	593,048	43,048
Operating expenses				
Administrative	502,662	-	-	-
Operating	69,321	479,279	525,784	(46,505)
Small equipment	2,500	1,400	-	1,400
Total operating expenses	574,483	480,679	525,784	(45,105)
Operating loss	(24,483)	69,321	67,264	(2,057)
Non-operating revenues (expenses)				
Taxes	16,050	16,050	19,430	3,380
Earnings on investments	10,000	10,000	20,155	10,155
Impact fees	198,240	198,240	197,479	(761)
Capital outlay	(190,200)	(190,200)	(56,200)	134,000
Transfers out	-	(91,804)	(91,804)	-
Total non-operating revenues (expenses)	34,090	(57,714)	89,060	146,774
Change in net position - budgetary basis	\$ 9,607	\$ 11,607	156,324	\$ 144,717
Reconciliation to GAAP basis				
Depreciation			(113,017)	
Capital outlay			56,200	
Change in net position - GAAP basis			99,507	
Net position at beginning of year			3,325,610	
Net position at end of year			\$ 3,425,117	

See accompanying Independent Auditor's Report.

Town of Wellington
Schedule of Changes in Fiduciary Net Position (Budget and Actual)
Library Trust Fund
Year Ended December 31, 2019

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Additions				
Library impact fees	\$ 50,000	\$ 50,000	\$ 43,250	\$ (6,750)
Total additions	50,000	50,000	43,250	(6,750)
Deductions				
Transfer out	17,000	17,000	17,000	-
Total deductions	17,000	17,000	17,000	-
Change in net position	\$ 33,000	\$ 33,000	26,250	\$ (6,750)
Net position at beginning of year			398,505	
Net position at end of year			\$ 424,755	

See accompanying Independent Auditor's Report.

State Compliance Section

Draft

Town of Wellington, Colorado

Audit Wrap Up

July 28, 2020



This presentation was prepared as part of our audit, has consequential limitations, is restricted to those charged with governance and, if appropriate, management, and is not intended and should not be used by anyone other than those specified parties.



July 28, 2020

To the Honorable Mayor and Members of the Town Board
Town of Wellington
3735 Cleveland Ave.
Wellington, CO 80549

Professional standards require us to communicate with you regarding matters related to the audit, that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. We presented an overview of our plan for the audit of the financial statements of the Town of Wellington, Colorado (the "Town") as of and for the year ended December 31, 2019, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the Town's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters.

We are pleased to be of service to the Town and look forward to meeting with you to discuss our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Respectfully,

ACM LLP

Discussion Outline

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Status of Our Audit

We have substantially completed our audit of the financial statements as of and for the year ended December 31, 2019. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America. This audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

- ▶ The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements are free from material misstatements whether due to error or fraud.
- ▶ While the scope of our work was substantially the same as previously communicated to you, there were changes to our planned audit strategy that resulted from the COVID-19 Pandemic in 2020.
- ▶ We expect to issue an unmodified opinion on the financial statements with an emphasis of matter paragraph due to the COVID-19 outbreak in 2020 which has caused business disruption in a variety of industries, markets and geographic regions and has resulted in considerable uncertainty as to the financial impact and duration, which cannot be reasonably estimated at this time.
- ▶ Our responsibility for other information in documents containing the Town's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information. However, in accordance with professional standards, we have read the information included by the Town and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements. Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.
- ▶ All records and information requested by ACM LLP ("ACM") were freely available for our inspection.
- ▶ Management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of Town personnel throughout the course of our work.

Results of Our Audit

ACCOUNTING PRACTICES, POLICIES, ESTIMATES

The following summarizes the more significant required communications related to our audit concerning the Town's accounting practices, policies, and estimates:

The Town's significant accounting practices and policies are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with generally accepted accounting principles and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

There were no changes in significant accounting policies and practices during 2019.

Significant estimates are those that require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The Town's significant accounting estimates, including a description of management's processes and significant assumptions used in development of the estimates, are disclosed in Note 1 of the financial statements.

Primary Areas of Focus and Considerations and Findings

Revenue Recognition: The Town's major source of revenue consists of property taxes. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as soon as all eligibility requirements imposed by the provider have been met.

Capital Assets and Depreciation: Capital assets of the Town and related capital outlay expenditures, continue to be a significant area of the Town's financial statements. Accordingly, as part of the audit, we paid particular attention to the costs of newly acquired assets, repairs and maintenance expenditures on existing capital assets, and the depreciation expense of these assets.

Debt Obligations: The Town currently has one outstanding bank loan totaling approximately \$1.5 million in the governmental activities and six outstanding bonds and loans with Colorado Water Conservation Board and Colorado Water Resource and Power Development Authority totaling approximately \$27.4 million in the business-type activities. Accordingly, we have applied certain procedures over balances, future maturities, accrued interest, along with compliance with individual agreements. It appears that the Town is properly accounting for these obligations.

Accounts Receivable and Allowances: Accounts receivable represents amounts due from citizens and businesses for property taxes. No allowance is made for bad debts as collection is considered assured.

Evaluation of Going Concern: No going concern issues were noted during our audit.

Evaluation of Estimates: Estimates were determined to be reasonable, and free of bias.

Results of Our Audit

CORRECTED AND UNCORRECTED MISSTATEMENTS

Please refer to the schedule of corrected misstatements or Adjusting Journal Entries (“AJEs”).

Please refer to the schedule of uncorrected misstatements or Passed Adjusting Journal Entries (“PAJEs”).

QUALITY OF THE TOWN’S FINANCIAL REPORTING

A discussion was held regarding the quality of the Town’s financial reporting, which included the following:

- ▶ Qualitative aspects of significant accounting policies and practices
- ▶ Our conclusions regarding significant accounting estimates
- ▶ Significant unusual transactions
- ▶ Financial statement presentation
- ▶ New accounting pronouncements
- ▶ Alternative accounting treatments

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Internal Control Over Financial Reporting

In planning and performing our audit of the Town's financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

We are required to communicate, in writing and in a timely manner, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the Town's internal controls over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Deficiency in Internal Control	A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
Significant Deficiency	A deficiency or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Material Weakness	A deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected on a timely basis.

In conjunction with our audit of the financial statements, we noted the following material weaknesses.

Material Adjusting Entries (Repeated from prior year)

During the course of our fieldwork we proposed a material adjustment to the Town's accounting records to properly record the CWRPDA 2019 series loan payable and related receivable. Therefore, in order to provide more accurate accounting information, we recommend the Town establish more effective review policies and procedures as a customary part of the accounting process.

Other Required Communications

Following is a summary of those required items, along with specific discussion points as they pertain to the Town:

Requirement	Discussion Points
Significant changes to planned audit strategy or significant risks initially identified	There were no significant changes to the planned audit strategy or significant risks initially identified and previously communicated to those charged with governance as part of our Audit Planning communications.
Obtain information from those charged with governance relevant to the audit	There were no matters noted relevant to the audit, including, but not limited to: violations or possible violations of laws or regulations; risk of material misstatements, including fraud risks; or tips or complaints regarding the Town's financial reporting that we were made aware of as a result of our inquiry of those charged with governance.
If applicable, nature and extent of specialized skills or knowledge needed related to significant risks	There were no specialized skills or knowledge needed, outside of the core engagement team, to perform the planned audit procedures or evaluate audit results related to significant risks.
Consultations with other accountants	We are not aware of any consultations about significant accounting or auditing matters between management and other independent public accountants. Nor are we aware of opinions obtained by management from other independent accountants on the application of generally accepted accounting principles.
Our evaluation of the Town's relationships and transactions with related parties and their impact on the financial statements	We have evaluated the Town's process to identify, authorize and approve, account for, and disclose its relationships and transactions with related parties and noted no significant issues.
Disagreements with management	There were no disagreements with management about matters, whether or not satisfactorily resolved, that individually or in aggregate could be significant to the Town's financial statements or to our auditor's report.
Significant difficulties encountered during the audit	There were no significant difficulties encountered during the audit.
If applicable, other matters significant to the oversight of the Town's financial reporting process, including complaints or concerns regarding accounting or auditing matters	There are no other matters that we consider significant to the oversight of the Town's financial reporting process that have not been previously communicated.
Representations requested from management	Please refer to the management representation letter.

Independence Communication

Our engagement letter to you dated April 16, 2020, describes our responsibilities in accordance with professional standards and certain regulatory authorities with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the Town with respect to independence as agreed to by the Town. Please refer to that letter for further information.

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GASB Standards

SUMMARY OF STATEMENT NO. 95 POSTPONEMENT OF THE EFFECTIVE DATES OF CERTAIN AUTHORITATIVE GUIDANCE (ISSUED 05/20)

- ▶ The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.
- ▶ The effective dates of certain provisions contained in the following pronouncements are postponed by one year:
 - Statement No. 83, Certain Asset Retirement Obligations
 - Statement No. 84, Fiduciary Activities
 - Statement No. 88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements
 - Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period
 - Statement No. 90, Majority Equity Interests
 - Statement No. 91, Conduit Debt Obligations
 - Statement No. 92, Omnibus 2020
 - Statement No. 93, Replacement of Interbank Offered Rates
 - Implementation Guide No. 2017-3, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (and Certain Issues Related to OPEB Plan Reporting)
 - Implementation Guide No. 2018-1, Implementation Guidance Update—2018
 - Implementation Guide No. 2019-1, Implementation Guidance Update—2019
 - Implementation Guide No. 2019-2, Fiduciary Activities.
- ▶ The effective dates of the following pronouncements are postponed by 18 months:
 - Statement No. 87, Leases
 - Implementation Guide No. 2019-3, Leases.
- ▶ Earlier application of the provisions addressed in this Statement is encouraged and is permitted to the extent specified in each pronouncement as originally issued.

GASB STATEMENT NO. 87, LEASES

- ▶ This standard will require recognition of certain lease assets and liabilities for leases that are currently classified as operating leases.
- ▶ New definition of a lease - a contract that conveys the right to use another entity's nonfinancial asset for a period in an exchange or exchange-like transaction.
- ▶ Eliminates the distinction between operating and capital leases.
- ▶ Excludes short-term leases.
- ▶ Excludes leases that transfer ownership and service concession arrangements that are covered by GASB Statement No. 60.
- ▶ Lessees would recognize a lease liability and an intangible right-to-use lease asset which would be amortized in a systematic and reasonable manner over the shorter of the lease term or the useful life of the underlying asset.
- ▶ Lessors would recognize lease receivable and deferred inflow of resources which would be recognized as revenue in a systematic and rational manner over the term of the lease.

GASB STATEMENT NO. 89, ACCOUNTING FOR INTEREST COST INCURRED BEFORE THE END OF A CONSTRUCTION PERIOD

- ▶ Upon implementation, in financial statements using the economic resources measurement focus (business-type activities and enterprise funds) interest incurred during construction should be recognized as an expense of the period.
- ▶ Interest costs on construction-in-progress will be capitalized only to the implementation date of this Statement. The provisions of this Statement are to be applied prospectively and will therefore not require a restatement of any balances.
- ▶ In financial statements using the current financial resources measurement focus, interest incurred during construction should be recognized as an expenditure (no change).
- ▶ If a government has regulated operations as defined by paragraph 476 of GASB Statement No. 62, this Statement does not eliminate or remove the requirement to capitalize qualifying interest costs as a regulatory asset.

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Cybersecurity

The Board's role in the oversight of organizational risk is increasingly complicated by cybersecurity concerns. Trustees need to maintain continual knowledge about evolving cyber issues and management's plans for allocating resources and otherwise responding to cyber risks. Such knowledge helps boards assess the priorities and investment decisions made by management in critical areas. Often, particularly in smaller organizations, those charged with governance oversee and monitor management's strategy for protecting its digital assets.

In April 2017, the AICPA published the new [Cybersecurity Risk Management Reporting Framework](#) to its website –also known as “SOC (System and Organization Controls) for Cybersecurity”—that provides entities with a proactive approach for designing a risk management program and communicating about its effectiveness to their senior management teams, boards, and external stakeholders. The Independent Audit Committee is urged to refer to BDO's [SOC for Cyber](#) resources to learn more about attestation serves with respect to management programs.

Here are recent tools/materials for use by those charged with governance in this area:

Recommended Resources	Release Date
BDO Webinar: Cybersecurity - Resources Boards Want to Know About	August 22, 2018 September 27, 2018
CAQ's Cybersecurity Risk Management Oversight : A Tool for Board Members	April 2018
BDO Archived Webinar: What's on the Minds of Boards?	November 2017
Are You Cyber Aware?: 10 Cybersecurity Questions for Senior Executives?	October 2017
Cyber Risk Management: What You Need to Know Now	October 2017
2017 BDO Cyber Governance Survey	September 2017
Breaking Down the Equifax Data Breach	September 2017
BDO Knows Cybersecurity: Petya Cyber Attack	June 2017
BDO Highlights Important DHS - FBI Cyber Alert on North Korea - Hidden Cobra	June 2017
Introducing SOC for Cybersecurity: Translating Cyber Risk For Every Stakeholder	June 2017

Number	Date	Name	Account No	Reference	Debit	Credit	Proposed Net Income (Loss)	Proposed Amount Chg	Recurrence	Misstatement
Net Income (Loss)							4,908,232.00			
104	12/31/2019	Fund Balance	203-00-2950 203	10. 1. 7		862.76				
104	12/31/2019	Motor Vehicle Use Tax	203-01-3315 203	10. 1. 7	3,372.47					
104	12/31/2019	County Clerk Fees	203-34-5562 203	10. 1. 7		2,509.71				
To adjust for amounts in Motor Vehicle Use Tax and County Clerk Fees from December 2018 included in 2019 TB.					3,372.47	3,372.47	4,907,369.24	(862.76)		
					3,372.47	3,372.47	4,907,369.24	(862.76)		

Town of Wellington
Year End: December 31, 2019
Adjusting Journal Entries
Date: 01/01/2019 To 12/31/2019
Account No: 1 To 99

AJE

Number	Date	Name	Account No	Reference	Annotation	Debit	Credit	Recurrence	Misstatement
3	12/31/2019	CWRPDA 2019 SERIES RECEIVABLE	204-00-1229 204	PP.02			4,604,189.00		
3	12/31/2019	CWRPDA 2019 Series Payable	204-00-2065 204	PP.02		5,383,409.00			
3	12/31/2019	CWRPDA Premium	204-00-2065X 204	PP.02			779,220.00		
To remove interest included in LT debt & AR									
7	12/31/2019	Fund Balance	204-00-2950 204	WW			337.00		
7	12/31/2019	Miscellaneous	204-34-5495 204	WW		337.00			
7	12/31/2019	Fund Balance	205-00-2950 205	WW			1,382.00		
7	12/31/2019	Miscellaneous	205-34-5495 205	WW		1,382.00			
Entry to roll fund balance.									
						5,385,128.00	5,385,128.00		
Net Income (Loss)			4,908,232.00						

AGENDA ITEM SUMMARY SHEET

Wellington Town Trustee Meeting- July 28th, 2020

ITEM#: _____

SUBJECT: Wellington Main Streets Program presentation to the Town Trustees and Mayor from Wellington Main Streets Program Executive Director Kallie Cooper

Summary:

The Wellington Main Streets Program provides quarterly updates to the Town Trustees regarding on-going projects, organizational updates, events, and future plans. **This update is for the months of May-July**

Item 1: Current projects

- *Murals:*
 - The “Greetings from Wellington” mural was completed by Josh Griffin and his staff at Dynamic Image on May 22nd. The new mural is located at 3906 Cleveland Ave on the South wall of The Filling Station. Our live ribbon cutting ceremony reached 3,149 people on social media and was shared 23 times. The photo of the mural, showcasing participants wearing their masks, was featured on the cover of The Main Thing, a resource publication for Main Street Colorado.
 - New railroad-themed landscaping was installed by Northern Colorado Landscaping in front of the “Historic Train Depot” mural on the corner 1st Street and Cleveland Avenue. The new landscaping utilized recycled railroad ties, donated by BNSF Railroad and added the finishing touches to last year’s project, painted by Daphne Potter with DL Designs.
- *Annual Color:*
 - Downtown flowers were installed on Monday, May 18th.
 - The annual project is supported by 22 local business sponsorships totaling \$2,200.
- *Publications:*
 - “Wellington Comes Together to Raise \$20,000 for Local Businesses,” published on May 13th in North Forty News
 - “Greetings from Wellington” Mural Brings Life, Color and Joy to The Community, published on May 29th in North Forty News
 - “Annual Flowers and Window Decorating Contest Brighten Downtown Wellington,” published on June 5th.
 - “Wellington Takes Steps to Improve Pedestrian Safety” published on July 24th.
 - Featured in The Main Thing and *Local PPE How To: Colorado Main Street Economic Impact Toolkit* for our “Show Us Your Mask” Challenge
- 2020 DOLA Mini Grant: Crosswalk Project
 - Thank you to the Town of Wellington for the installation of the first phase of the crosswalk project. These new signs have slowed traffic and are helping kids cross over by the skatepark safely!
 - We will receive the \$5,000 in mini-grant funds at the completion of the project to redirect to the Town of Wellington. A project update was submitted on June 30th.
- *COVID-19 Promotion and Resource Efforts*
 - Virtual Town Hall:
 - Hosted on May 6th and 7th with representatives from Larimer County Public Health, SBDC, Town of Wellington and the Fire Protection District
 - We had 61 participants over the two sessions
 - Presented information on safety restrictions and reopening guidelines as well as facilitated a Q&A for business owners

- Serve 6.8 Fundraiser:
 - Thanks to contributions from individuals and from four of our local churches, the Serve 6.8 fundraiser was able to provide \$1,000 checks to 11 local businesses, as well as purchase \$4,000 worth of gift cards from our restaurants!
 - All of the gift cards from the businesses and restaurants are being distributed all around our community, beginning with First Responders and essential workers.
- “Show Us Your Mask” Challenge
 - Winners were drawn daily to receive a \$5 gift card to a downtown business
 - We had 43 social media posts for the challenge and 20 winners!
 - We have seen 15 of the gift cards used so far (initial investment of \$75) with a return of \$221.60. That is an average of increase of \$14.44 per \$5.00 gift card.
- #WellingtonStrong Window Decorating Contest
 - We had several business participants in the #WellingtonStrong Window Decorating Contest.
 - Meridian Trust Federal Credit Union was chosen as the winner of the \$25 gift card for their beautiful butterfly window

Item 2: Events

- *The Wellington 0.5K Fun Run*: Cancelled for 2020. This event will be back on April 10th, 2021.
- *Wellington Brewfest*: Cancelled for 2020. The event will return on June 5th, 2021!
- *Well-O-Rama*:
 - After careful consideration by the MS Board and Committee, the Well-O-Rama Music Festival has been cancelled for 2020. This event will return on August 7th, 2021!
 - Sponsorship dollars have been refunded. The \$2,500 grant awarded by the Bohemian Foundation can be retained and used for an alternative event or added to the award for 2021.

Item 3: Other:

- Window and Store Display Consultation:
 - The Main Streets Program utilized \$865 in training funds to host window display expert and Rawlins, WY Main Street Manager, Pam Thayer on June 23rd.
 - Pam met with five of our downtown businesses to consult with the owners on how to enhance their curb appeal and improve their visual marketing.
- Tastemade “Beyond the Block” Filming:
 - The film crew from Tastemade and Realtor.com returned to downtown Wellington on Thursday, July 16th.
 - In preparation for their visit, the Main Streets Program organized a Downtown Clean Up Day on Thursday July 8th. We had 18 volunteers over two hours to help clear weeds and debris, sweep sidewalks, and clean up landscaping.
 - **THANK YOU** to the Public Works Department for providing the materials we needed to make this happen and giving your time to make our downtown look great for filming!
- *DOLA Funding*:
 - The Main Streets Program has signed a five-year contract with the Department of Local Affairs for Mini-grant funds (\$5,000 annually) and Training and Scholarship Awards (\$2,200 annually). These funds are secured through 2025 as long as we remain a Main Street Program in good standing. Training and Scholarship funds will be distributed on an annual basis. Mini-grants funds can be banked if they are not used and can be awarded in advance (up to three years, totaling \$15,000) if we submit a proposal to DOLA outlining the project and guarantee our program status for the length of the mini-grant fund advance.
- Main Street Strategic Plan
 - On Monday, June 29th the Main Street Board of Directors met with Matt Ashby from Ayers and Associates to make recommendations on changes to the 2020-2025 Wellington Main Streets Strategic Plan.

- The 2020-2025 Strategic Plan will be finalized before July 31st.

Thank you for your ongoing support. We welcome your questions, concerns and comments! We would love to hear from the Trustees regarding what they would like to see from this program.



Wellington Comes Together to Raise \$20,000 for Local Businesses

By Kallie Cooper, Executive Director - Wellington CO Main Streets Program

A local fundraising campaign aims to help Wellington businesses that have been impacted by the COVID-19 outbreak.

Serve 6.8, in partnership with the Larimer County Sheriff's Department and several Wellington organizations, are looking to raise \$20,000 to support local businesses.



SERVE 6.8 is a 501(c)(3) non-profit in Northern Colorado dedicated to building up the local church to meet needs in their community. The organization, as well as the Larimer County Sheriff's department, have already pledged \$5,000 each to the community.

Local Wellington churches, the Town of Wellington, the Wellington CO Main Street Program and the Wellington Area Chamber of Commerce have come together to start a fundraising campaign to help raise a matching \$10,000 and are urging the community to support merchants hit hardest by the pandemic.

"Aside from the public health impact, this outbreak has many business owners concerned about the impact and hardship on their business. In times like this we need to step up as a community and do all we can to help our local businesses. Please consider donating to this great fund. Every dollar counts," said Jon Slutsky, Chair of the Wellington Area Chamber of Commerce.

Leaders of these organizations are also asking residents to spread word of the fundraising effort on social media. All proceeds will go to aid small businesses such as salons, restaurants and stores in Wellington.

The Sheriff's Department Wellington Squad and the Wellington Fire Protection District are also getting in on the effort by holding a friendly competition with the Berthoud Squad and Berthoud Fire Department to see who can raise more money for their community.

As an added bonus, every contribution made to the fundraiser will enter the donor into a drawing to win a hand-crafted American flag generously donated from American Grains in Wellington.



Donations can be made online at wellington.serve68.org/give/ and select "CCSN Business Relief Fund."

The local organizations have identified and nominated businesses in the community that have been deeply affected financially by this pandemic. If businesses would like to be considered as a potential nominee, they can fill out the grant survey online at <https://form.jotform.com/wellmainst/serve68>

Additional information about this fundraiser can also be found online at www.wellingtonmainstreet.org/covid-19

"Greetings from Wellington"

By Kallie Cooper, Executive Director Wellington Colorado Main Street



Frederick R. Barnard once wrote, "A picture is worth a thousand words," and never has that phrase been truer than with this photo in front of the latest mural in downtown Wellington, "Greetings from Wellington."

The mural project, which began last year, started as an idea by artist Joshua Griffin to honor Wellington's community by creating a "postcard mural," similar to ones found in Tampa, FL and other cities around the country. The Wellington Colorado Main Streets Program partnered with Josh and his team at Dynamic Image in Wellington to bring the community together on the project.

"We have a great community and really wanted to represent that in our postcard mural. We even thought it would be fun to ask the community for their thoughts on what best represents Wellington. We had great response and many encouraging comments throughout the process. In the midst of a pandemic it's nice to remember what our community is really all about and that we have a history of pulling through things together," said Josh of the mural.

The team asked the community what Wellington means to them and how could they express this in a picture. The mural's images represent Wellington Parks and Recreation, Fourth of July celebration, agricultural history and the unique downtown street scape.

The 10' x 28' mural is oil based and fully hand-painted. Dynamic Image has done many red brick murals including all of the red brick signs at Coors Field. One Shot lettering enamels are famous for most of what they now call "ghost sign murals." The Wellington mural is painted entirely with these enamels because of their exterior life and vibrant colors. They also added a clear UV urethane coating for greater protection against the elements.

Even in the midst of unprecedented times and fear for many across the country, this mural brings life, color and joy to the community and is the perfect way to say, "Greetings from Wellington."

Annual Flowers and Window Decorating Contest Brighten Downtown Wellington

By Kallie Cooper, Executive Director Wellington CO Main Street

WELLINGTON - Even though the Covid-19 pandemic has brought many activities to a near standstill, the Wellington Colorado Main Streets Program carries on with their mission to beautify their small part of the world. The organization's Design Committee have spent countless hours lending their time and energy every year to help bring a splash of color and joy to the downtown. This year, the organization turned over the reins to Colorado Lawn Pro to help plant and care for the flowers through the spring and summer season. The northern Colorado landscaping company planted hundreds of flowers along 6th Street and Cleveland Ave in Wellington, bringing new life to the area.



The downtown flower program is supported by sponsorships from local businesses and the generous support from the Town of Wellington. A HUGE thank you goes out to the sponsors who made all of this happen: Silver Reef Organic Farms, Thistle VIP Group, The Kinzli Team at REMAX Alliance, Proper Time Watches and Jewelry, First National Bank of Omaha, Commercial Coatings, Cantina Liquor, Knaack of it Automotive, Wellington Eye Care, Council Law, Ben Parsons State Farm, Wellington Brewfest 2020, Tabby Road Animal Hospital, Wellington Veterinary Hospital, Avuncular Bob's T-Bar Inn, Soul Squared Brewing Company, Wellington Area Chamber Of Commerce, Points West Community Bank, Meridian Trust Federal Credit Union, Wellington Grill and the Wellington Public Library Friends.

In addition to the downtown flowers, the program launched the “#WellingtonStrong Window Painting/Decorating Contest” June 1st, encouraging participants to decorate their home, business and even car windows to show their support for Wellington. Photos of their windows can be submitted via social media using the hashtag #WellingtonStrong. The most creative window will earn the winner a \$25 gift card to the local business of their choice.



This challenge is the perfect way for businesses and residents to come together and show their support during this difficult season. With special events being cancelled all across Northern Colorado, the Main Streets Program is working hard to keep the community engaged and looking to the future. Including "Wellington Strong" in the design for their window is highly encouraged! The contest will run through the end of June and the winning window will earn a special place on the Main Streets website and social media.

To learn more about the impacts the Main Streets Program is making in Wellington, visit them online at www.wellingtonmainstreet.org or on Facebook and Instagram @WellingtonColoradoMainStreet.

Wellington Takes Steps to Improve Pedestrian Safety

By Kallie Cooper, Executive Director Wellington CO Main Streets Program

The Town of Wellington has taken its first steps towards a safer community for kids and residents.



New R1-6 In-Road Pedestrian Crossing Sign at the intersection of Cleveland Ave (State HWY 1) and 3rd Street in Downtown Wellington

Brand new surface-mounted pedestrian crosswalk signs can now be found outside of Rice Elementary, Eyestone Elementary, Wellington Middle School and along Cleveland Ave at third, fourth and fifth street. These signs are intended for use at un-signalized crosswalks to provide an additional measure of awareness.

The safety initiative began last year after community leaders came together to address ongoing concerns over pedestrian safety near the public schools and in the downtown. Concerned citizen, Rebekka Kinney, met with Town staff and officials from the Colorado Department of Transportation to observe pedestrians crossing Cleveland Ave (State HWY 1) in downtown Wellington.

"Our downtown is so special, yet I cringed whenever I saw a kid trying to cross the street. Wellington is a wonderful, safe place for families, and going forward we are going to do more! If we can prevent a tragedy, share our charm, and improve our walkability, Wellington wins! Our main street is my favorite places to be and now it's safer!" said Kinney.

Following the tragic loss of a Kindergarten student in a traffic accident by Lopez Elementary in Fort Collins, the community felt it was more critical than ever to address the safety of students near the public schools and the downtown skate park. Representatives from the Town of Wellington, Wellington Colorado Main Streets Program, Poudre School District and the Wellington Fire Protection District collaborated to create a plan to improve safety in critical areas of the community.

The Town of Wellington approved the \$75,000 project on April 28th, which included the purchase of the R1-6 In road pedestrian crosswalk signs as well as solar-powered flashing crossing signs (RFBs) that will be installed later this year. CDOT has worked closely with the Town of Wellington to recognize the need and make this a priority for the community.

In addition to funding by the Town of Wellington, the project is supported by donations from the Wellington Colorado Main Streets Program as part of their mission to create a “pedestrian friendly downtown” and the Junior Girl Scout Troop 76076 in hopes to bring more awareness and safety to kids in Wellington regarding crosswalks as "Agents of Change."



Junior Girl Scout Troop 76076 in front of the new crosswalk sign

"My little sister was the same age as the little boy who died in Fort Collins. I don't know what I would do without her. We (my troop) considered a lot of issues like bullying, transportation, and crosswalks. We decided this is what we could do to make change happen right now!"

Community leaders plan to continue their efforts to educate the community on pedestrian safety and how they can be a part of creating a safe environment for residents and visitors to Wellington.



Board of Trustees Meeting

Date: July 28, 2020

Submitted By:

Subject: Minutes of the June 23, 2020 Regular Meeting of the Board of Trustees

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 06.23.20 BOT Minutes

BOARD OF TRUSTEES REGULAR MEETING
June 23, 2020 – 6:30 p.m.
Leeper Center – 3800 Wilson Avenue, Wellington, CO 80549

MINUTES

A. EXECUTIVE SESSION

1. Attorney Certification

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. 24-6-042(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 in 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). (Certification is attached to the minutes.)

Town Attorney
/s/ Brad March

ATTEST:
/s/ Troy Hammon, Mayor

B. CALL TO ORDER

Mayor Hammon called the regular meeting of the Board of Trustees to order at 6:05 p.m.

1. Pledge of Allegiance

Mayor Hammon asked that all rise for the pledge of allegiance.

2. Roll Call

Mayor Troy Hammon
Trustee Jon Gaiter
Trustee John Jerome – ABSENT
Trustee Rebekka Kinney
Trustee Wyatt Knutson
Trustee Ashley MacDonald
Trustee Tim Whitehouse

Also Present:

Kelly Houghteling, Interim Town Administrator
Tyler Sexton, Interim Finance Director
Cody Bird, Director of Planning
Bob Gowing, Director of Public Works
Jenny Jones, Executive Assistant
Krystal Eucker, Town Clerk

3. Amendments to Agenda

Mayor Hammon asked if there were any amendments to the agenda to which there was none.

4. Conflict of Interest

Mayor Hammon asked if there were any conflicts of interest on this evening's agenda; Trustee Knutson stated he did have a conflict with agenda item F.1, Tract F Columbine Estates.

C. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Hammon asked if there was anyone wishing to make a public comment agenda to which there was none.

D. CONSENT AGENDA

There were no consent calendar items on the agenda.

E. ACTION ITEMS

1. Development Agreement for Tract F, Columbine Estates

Mr. Cody Bird, Director of Planning stated Tract F, Columbine Estates 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.

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. A developer has recently 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 and town staff supports the partnership to complete the improvements. A draft development agreement between the developer and the Town was included in the packet material which outlines the obligations of the developer, the design and construction requirements including a timeline for completion, cost sharing and maintenance obligations. An estimated cost for completion of this project is \$796,058.35 with the Town share of the cost to not exceed \$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.

Trustee Whitehouse inquired if the agreement will come back before the Board when the details are settled.

Mr. Bird stated he would recommend if the Board is comfortable with the agreement, to allow himself and the Town Attorney to fine tune the language in the agreement. If any substantial changes to the agreement are made, it would be back before the Board for approval.

Trustee Gaiter inquired as to what the Town would be looking at if we took on the project alone.

Mr. Bird stated this project would need 80,000 to 90,000 cubic yards of fill material. That amount of material would bring it to engineering standards. That quantity of material is not readily available in the region. The developer has stockpiled fill material from another project site nearby and the developer is willing to use that material. The cost to purchase 80,000-90,000 cubic yards of material would be close to \$500,000. The Town would be looking at close to \$1 million to take on the project ourselves.

Mr. Daren Roberson, developer of project stated this project has been ongoing for 10-15 years. Town staff and I came together to come up with a solution for the detention pond.

Mr. Gaiter inquired as to what will happen with the water that is currently in the pond.

Mr. Gowing stated the water will essentially be covered up; the bottom of the new pond will be higher.

Trustee Whitehouse commented that the water is someone else's water.

Per Mr. Gowing; that is correct.

Mayor Hammon opened the meeting to public comment.

Richard Seaworth, 8283 White Deer Lane, Wellington, CO stated he is before the Board on behalf of the Larimer County Underground Water Users and when that pit was originally dug, it dried up four wells that belong to the association. Over the years, the wells have come back although it was the understanding that there would be gravel installed to allow for constant water flow. It is a concern that the water will be cut off flowing from north to south.

Mr. Gowing stated as part of the engineering effort, there were test samples taken of the soil that is going in and it will pass the water adequately.

Trustee Gaiter moved to approve the Development Agreement for Tract F, Columbine Estates and substantially the form presented; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, MacDonald, Whitehouse, Hammon

Abstain - Knutson

Nays - None

Motion carried

2. Annexation Agreement for Poudre School District Subdivision (PDS)

Mr. Bird stated 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.

Trustee moved to table Agenda Item E.2 to August 11, 2020; Trustee seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Knutson, MacDonald, Whitehouse, Hammon

Nays - None

Motion carried

3. Ordinance No.13-2020 - Conditional Use Request for a CBD Oil Extraction Facility at 9102 Pieper Rd.

Mr. Bird informed the Board that this is a public hearing and opened the opportunity for the Board to disclose any ex parte communications that may have taken place. Trustee Whitehouse stated he spoke with Caleb Sulzen from SAFEbuilt regarding these types of facilities, Mayor Hammon stated Town staff did visit a similar facility in Pueblo and Trustee MacDonald stated she did meet with the applicant when plans were submitted to the Fire Department.

Mr. Bird informed the Board that 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. Conditions of approval are recommended by the Planning Commission and Town staff. Approval of a conditional use requires adoption of an ordinance.

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 biproducts. 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.

At their June 1, 2020 regular meeting, the Planning Commission did forward a recommendation of approval to the Town Board for the conditional use grant. The Planning Commission heard comments from the public related to odor and have recommended a condition of approval include mitigation of odors from the facility. The applicant has done research of air filtration systems that are available for this type of facility and they have provided that information to staff.

Staff is recommending approval of the conditional use grant subject to staff conditions.

Mayor Hammon opened the meeting for public comment to which there was none.

The applicant, Mr. Reynolds addressed the Board and informed them of the odor mitigation on the site. The facility will use a closed loop cryogenic ethanol extraction method. "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. It is intended the facility will process 1,500-2,000 pounds of hemp in an eight-hour period. The hemp will be processed off site, brought to our facility and that is where the extraction will take place.

Trustee Gaiter inquired if there is a life cycle of the ethanol.

Mr. Reynolds stated ethanol re-use depends on what is put in during the process. The main contaminant of ethanol is water which will break down the ethanol and in turn will not maintain an efficient extraction. At that time the ethanol will be sent off site to be reproofed.

Trustee Gaiter inquired if there will be any security concerns at the facility.

Mr. Reynolds stated typically marijuana industries have security concerns, but that concern is not as high with CBD. There will be a camera system up at the facility.

Trustee Whitehouse inquired if the fire department has signed off on the facility plans, the storage of the dried material.

Mr. Reynolds stated he has not spoken with the fire department about that issue specifically, although that will be addressed moving forward.

Mr. Hammon inquired if the applicant will be putting together a mechanical plan to mitigate the odors which will satisfy the team.

Mr. Reynolds stated that is what he will be doing.

Deputy Fire Marshall Everitt Pettit informed the Board that the 2018 Fire Code lines out all the requirements in detail for this type of facility. The Fire Department will need to review what the applicant is proposing for storage of the material; there are guidelines for storage.

Mr. Gaiter inquired if there are any additional concerns for this type of facility in town.

Mr. Pettit stated the 2018 Fire Code is aggressive with the guidelines for these facilities; it will be as safe as can be.

Trustee MacDonald inquired if there has been an explosion mitigation plan submitted.

Mr. Pettit stated they have not yet.

Trustee MacDonald inquired if there is a sprinkler system in the building.

Mr. Pettit stated it is not sprinklered yet, although those guidelines are in the 2018 Fire Code.

Mayor Hammon opened the meeting for public comment.

Amanda McGuinn, 8978 Raging Bull, Wellington, CO inquired if there are any environmental impacts with processing CBD that citizens should be concerned about including odors.

Mr. Reynolds stated he cannot think of any environmental concern although using ethanol does provide some risks.

Public Comment: Ethanol is very toxic and inquired if Larimer County Health and Environment are involved.

Mr. Reynolds stated ethanol is very toxic and there will be a room designed for ingestibles. The mitigation of the ethanol will be very low; below the FDA standard.

Trustee MacDonald inquired as to how the ethanol will be disposed.

Mr. Reynolds stated the ethanol will not be disposed of; it will be shipped to a facility to be reproofed. The ethanol will be reproofed approximately every six months.

Mayor Hammon closed the public hearing.

Mayor Hammon inquired as to how many employees will be onsite and what the hours of operation will be.

Mr. Reynolds stated there will be approximately four to five individuals; six-hour shifts beginning at 7:00 a.m.

Trustee Gaiter inquired if the applicant would be amenable to a three-year time stamp on the conditional use grant to review and address any issues that came up and if those issues are not addressed, that conditional use grant may not be granted or if concerns are met, the conditional use grant could be open ended.

Mr. Reynolds stated the difficulty he would have would be he would not have a base currently to work from regarding any issues.

Trustee Gaiter inquired if the Board is willing to a three-year conditional use grant and if so, would there be guidelines that the applicant could meet.

Mr. Bird stated from a staff standpoint, some things may be difficult to pinpoint the source of odors, especially if they are complaint driven. Establishing criteria could be difficult when there is not a precedent.

Trustee Whitehouse stated he has a concern with how a benchmark would be established to measure compliance.

Trustee Kinney moved to approve the conditional use grant for a CBD Oil Extraction Facility at 9102 Pieper Rd; Trustee MacDonald seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Knutson, Whitehouse, Hammon

Nays - MacDonald

Motion carried

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

Ms. Houghteling informed the Board that 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.

Bryan Ehrlich, 2151 Bee Lake Road, Wellington, CO inquired if spectators will be allowed to come to the show.

Ms. Houghteling stated this agenda item is specifically for the road closure.

Ms. Houghteling stated she has received no public comments.

Trustee Gaiter moved to approve Resolution No. 22-2020; Trustee Knutson seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Knutson, MacDonald, Whitehouse, Hammon

Nays - None

Motion carried

Ms. Houghteling informed the Board that there has not been a decision on the video for the 4th of July. A Resolution is not needed to make the decision.

After discussion of the Board, it was the general consensus to continue with fireworks although the video will not be shown to avoid any appearance of encouraging individuals to gather.

5. Memorandum of Understanding Related to Distribution of Cares Act Funds

Ms. Houghteling informed the Board that the State of Colorado is appropriating \$30,617,332.00 of the 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 benefit 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 recommends approving the Memorandum of Understanding, thus allowing the Town to receive CARE Act funding in the amount of \$552,720.

Trustee Gaiter inquired if the IGA that Wellington has with Larimer County be affected by this MOU. Ms. Houghteling stated this is strictly for CARES Funding.

Trustee Gaiter moved to approve the Memorandum of Understanding Related to Distribution of Cares Act Funding; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Knutson, MacDonald, Whitehouse, Hammon

Nays - None

Motion carried

6. Resolution 23- 2020: Budget Amendments

Mr. Sexton informed the Board that a presentation was made at the June 16, 2020 work session for the need for a budget amendment. There was a timing difference between when the budget was prepared and when invoices/payments were applied. This will allow the 2020 budget to reflect the necessary funding for the 2019 approved capital improvement projects.

Trustee Gaiter commented that this is money that was budgeted in 2019 but was not expended so now it needs to be moved.

Mr. Sexton stated that is correct.

Trustee Whitehouse moved to approve Resolution No. 23-2020 as language is amended by the Town Attorney; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Knutson, MacDonald, Whitehouse, Hammon

Nays - None

Motion carried

7. Resolution 24-2020: Communications Position

Ms. Houghteling informed the Board that a discussion commenced at the June 16, 2020 work session regarding a new position; Communication Specialist. This position will focus on communication and outreach for the community.

Trustee Whitehouse inquired as to how long it will take to get this individual onboard.

Ms. Houghteling stated she would like to get the position posted this week and open for three weeks. The hiring process will move quickly although it could take two months to have an individual onboard.

Trustee Whitehouse inquired if this individual will work heavily on the content of the communications.

Mr. Houghteling stated she sees this individual focused on content management, messaging and marketing.

Trustee Kinney commented that she would like to make sure that is position would be incremental and not replace any processes that are currently in place.

Ms. Houghteling stated it would depend on the skillset of the individual and that position may be centralized to include graphics design.

Public Comment: Tami Stroll stated communication is terrible.

Trustee Gaiter moved to approve Resolution No. 24-2020 as language is amended by the Town Attorney; Trustee MacDonald seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Knutson, MacDonald, Whitehouse, Hammon

Nays - None

Motion carried

8. Resolution 20-2020: Watering Restrictions

Trustee White house stated he feels there were things that may have been left out of the resolution like watering gardens, container plants and new grass seed/sod. Trustee Whitehouse inquired if these are reasonable accommodations to clarify.

Mr. Gowing stated there have been several conversations regarding this. Gardens and container plants don't seem to be a danger to the Town's water supply. There has been additional information the Town has been working on for clarification.

Mr. March stated it should be put in the resolution; an amended resolution can be done. It could also be at the discretion of the Code Enforcement Officer to enforce the restrictions.

After discussion with the Board and Town staff, staff will work on communication to residents clarifying what is and is not allowed in the watering restrictions then bring a revised resolution back to the Board on July 11, 2020. The Code Enforcement Officer will be able to use his discretion on when a summons will be issued versus a warning.

Trustee MacDonald inquired if there have been any complaints in Mr. Lafferty's judgement or demeanor.

Mr. Bird stated there has been no concern in Mr. Lafferty's judgment and no complaints have been received.

The Board agreed to hear comments and questions from the public to provide clarity with water restrictions in the formal communication.

Tammie Strohl, 3280 Iron Horse Way - I want to know why the infrastructure plans are not being carried out for all these growth plans? We gave terrible streets, water issues, now you want to add more businesses and houses. This is crazy. Why is infrastructure an after thought?

Derek Cavinder - What is the town doing to remediate these water restrictions. Current homeowners being advised to use less water is not a long-term fix. Why do we keep allowing the construction of thousands of homes when the water supply currently can't even supply the homes that are currently built?

Jason Skelton, 3338 Iron Horse - Is the town somehow obligated to provide water for yet to be built developments?

Becky Harrison, 9073 Painted Horse Lane - Is there a way for the video to be broadcast instead of only viewed from one location?

Ford Kindra, 6332 Ranchland Lane - Moderator- is the bulk water station closed because of the water restrictions? When will it open again? We need this for our livestock.

Amy Cue, 9073 Flaming Arrow - Will the Township be enforcing the water restrictions with HOA's that have ordinance about property upkeep? How can you remove the "grey area" in watering of trees, gardens and container plants?

Tim Hollis, 3405 Adams Court - Why do we keep allowing new homes to be built if the water treatment plant can't keep up?

Crystal Phillips Allred, 7275 Kit Fox Drive - With the specific times for watering for the entire town, will the water rate have an additional demand rate attached to it (like electric does with high demand times)

Annick Johnson, 6834 Sumner Street - Who is responsible for the watering of the ponds by the Meadows? The sprinklers run in the middle of the day

Melissa Whitehouse, 3922 Grant, Addressed the Board and made recommendations on language of the Resolution; Exclude new sod and newly seeded turf, remove non-utility and replace with potable. Ms. Whitehouse gave copies of the Colorado State University fact sheet 7.240 for watering home landscape during drought and fact sheet 7.199 watering established lawns.

Trustee MacDonald moved to table revising the water restriction resolution to July 14, 2020 with amendments; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Knutson, MacDonald, Whitehouse, Hammon

Nays - None

Motion carried

F. OTHER BOARDS

1. Liquor License Review Board

Mayor Hammon opened the Liquor License Review Board.

Roll Call

Mayor Troy Hammon

Trustee Jon Gaiter

Trustee John Jerome – ABSENT

Trustee Rebekka Kinney

Trustee Wyatt Knutson

Trustee Ashley MacDonald

Trustee Tim Whitehouse

- a. Don Jon LLC – Wellington Grill – 3724 Cleveland Ave, Wellington, CO
Mr. March informed the Board that there are no concerns or issues with renewing the liquor license.

Mayor Hammon inquired if the Sheriff has any comments on the renewal of the liquor license.
Sargent Rairdon stated he did not have any concerns.

Trustee Gaiter inquired if there is any relevance of a DUI of an individual leaving the Wellington Grill.

Sargent Rairdon stated a single incident is not a concern, although if there comes to be multiple DUI's that could be a concern.

Trustee Kinney moved to approve the liquor license renewal for Wellington Grill; Trustee Whitehouse seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Knutson, MacDonald, Whitehouse, Hammon

Nays - None

Motion carried

Mayor Hammon closed the Liquor Board.

G. REPORTS

1. Town Attorney
No report from the Town Attorney.
2. Town Administrator
No report from the Town Administrator.
3. Staff Communications
 - a. COVID-19 & Budget Update
Staff Presentation: Tyler Sexton, Interim Finance Director
 - b. Treasurer Report
Mr. Sexton gave an overview of the Treasurer's Report that was included in packet material.
 - Sales tax had an increase of 19% from the previous month; year to date is 9% ahead of budget and with a year-end estimate of 117% above budget.

- Impact fees had a 72% increase from the previous month; year to date is 9% ahead of budget and year-end estimate is 97% of budget.
- Building use tax had an increase of 72% from the previous month; year to date is 23% ahead of budget and a year-end estimate of 165% above budget.
- Motor vehicle use tax had a decrease of 14% from the previous month; year to date is 13% behind budget and a year-end estimate of 62% of budget.
- Interest revenue had a decrease of 30% from the previous month; year to date is 15% behind budget and a year-end estimate of 48% of budget.
- The estimated loss of revenue for 2020 is \$343,493.00.

Mr. Bird reported that Timnath is amending their growth management area that will be south of Cobb Lake. Wellington is intending to draft a letter of support acknowledging the change.

4. Board

No report from the Board.

H. ADJOURN

Upon a motion duly made, the meeting was adjourned at 8:34 p.m.

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: July 28, 2020

Submitted By:

Ordinance No. 14-2020 - An Ordinance Modifying the Virtual Meetings Ordinance to Allow Quasi-Judicial Matters

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Ordinance 14-2020

ORDINANCE NO. 14-2020

AN ORDINANCE OF THE TOWN OF WELLINGTON, COLORADO, ADDING A NEW SECTION TO WELLINGTON MUNICIPAL CODE PROVIDING FOR VIRTUAL MEETINGS IN THE EVENT OF A DECLARED EMERGENCY AND PROVIDING FOR ITS ADOPTION AS AN EMERGENCY ORDINANCE

WHEREAS, the Board of Trustees finds that this ordinance is necessary and proper for the health, safety, and welfare of the Town of Wellington (the “Town”) and the inhabitants thereof; and

WHEREAS, in light of the COVID-19 pandemic the Town’s Board of Trustees added Sec. 2-2-85 to the Town Code providing for Virtual meetings could be held when the Town Administrator or the Mayor determines that meeting in person would not be prudent because of a public health emergency but providing that no quasi-judicial matters were be considered at any virtual meeting; and

WHEREAS, the use of virtual/remote judicial and quasi-judicial procedures have been more widely adopted by courts and governmental boards;

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

Section 1:

Sec. 2-2-85 Municipal Code of the Town of Wellington is amended to read:

- (a) In the event the Board of Trustees, or any other Board or Commission of the Town (as identified in this Chapter 2 of the Town Code), is unable to conduct its regular meeting at the day, hour, and place, including as fixed by Section 2-2-60 (Regular Meetings) or at a special meeting pursuant to Section 2-2-70, because meeting in-person would not be prudent due to a public health emergency or other unforeseen circumstances affecting the Town, meetings may be conducted by telephone, electronically, or by other means of communication so as to provide maximum participation.
- (b) Meetings of the Board of Trustees or other Town Boards or Commissions by telephone, electronically, or other means may be held subject to the following conditions:
 - 1) All statutorily required notices have been given,
 - 2) The Town Administrator, the Mayor or the Board or Commission chair determines that meeting in person would not be prudent because of a public health emergency or other unforeseen circumstances affecting the Town;
 - 3) All members of the Board of Trustees (or Board or Commission) can hear one another or otherwise communicate with one another and can hear or read all discussion, comment, and testimony in a manner designed to provide maximum notice and participation and the meeting link is established prior to the meeting being called to order or in the event of any recess, before the meeting is called back to order.
 - 4) Except in executive session, members of the public are able on a real time basis to hear or read all discussion, testimony and votes, in a manner designed to provide maximum notice and participation;
 - 5) All votes are conducted by roll call; and
 - 6) Minutes of the meeting conducted by telephone, electronically, or other means are taken and promptly recorded, and (except in executive session) such records are open to public inspection; and

- (c) In the event the Board of Trustees (or other Board or Commission) will conduct a virtual meeting pursuant to this Section, the Town Clerk shall provide public notice of the following:
- 1) The declaration of emergency as a result of public health emergency or similar unforeseen circumstance;
 - 2) That a meeting will be conducted by telephone, electronically, or other means;
 - 3) The right of the public to monitor the meeting by telephone, electronically, or other means; and
 - 4) The means by which the public can monitor the meeting by telephone, electronically, or other means.
- (d) The Town shall initiate the meeting by telephone, electronically, or other means, immediately prior to the scheduled time of the meeting. Upon disconnection during a meeting, the Town Clerk shall make one attempt to re-initiate the connection.
- (e) Quasi-judicial matters may be considered at any virtual meeting convened under this section subject to rights to present evidence and so long as proper procedural requirements are met. Any exhibits to be introduced shall be turned into the Town Clerk at least 24 hours before the meeting to allow materials to be included in the record. Any party, 24 hours before the hearing (or later based on the Mayor's or the chair's discretion) may object to a quasi-judicial matter being considered in a virtual meeting setting and the Mayor or the chair of any Board or Commission shall make the decision as to whether proceeding in a virtual setting is appropriate.

Section 2:

In accordance with C.R.S. § 31-16-105, the Board of Trustees hereby determines that this Ordinance is necessary for the immediate preservation of the public peace, health or safety. As an emergency ordinance, this Ordinance shall take effect upon adoption, shall be authenticated and shall be numbered and recorded in the official records of the Town as required by C.R.S. § 31-16-105.

Section 3:

If any provision of this ordinance or the application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications. The provisions of this Ordinance are expressly declared to be severable.

Introduced and adopted by the Board of Trustees of the Town of Wellington, Colorado, this 28th day of July, 2020

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

I, Kelly Houghteling, certify and attest that Ordinance 14-2020 was introduced and adopted by the Board of Trustees for the Town of Wellington at the regular meeting on the 28th day of July, 2020.

Kelly Houghteling, Interim Town Administrator/ Clerk

Board of Trustees Meeting

Date: July 28, 2020

Submitted By:

Ordinance No. 15-2020 - An Ordinance Repealing and Reenacting Chapter 13 of the Wellington Municipal Code Addressing Municipal Utilities

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. BOARD COMMUNICATION Chapter 13
2. CHAPTER_13___Municipal_Uilities 7.23.20 REDLINE
3. CHAPTER_13___Municipal_Uilities 7.24.20 CLEAN



Board of Trustees COMMUNICATION

Meeting Date: 7/28/20	Page 1 of 1	Item: Chapter 13 recodification
Agenda No.:	Presented by: Town Attorney	

Staff has for some time been working through a recodification of Chapter 13 of the Municipal Code dealing with operations of the Town's utilities. Efforts started as a result of meetings at the sewer plant with the EPA. EPA representatives raised concerns surrounding portions of the code which had not been reviewed for some time. In addition to reviewing the RPA concerns, the review was extended to other portions of Chapter 13 to clean up dated provisions and provisions that no longer were in keeping with Town operations. Both redline and clean versions of the code are provided for Board review.

ORDINANCE - 2020
AN ORDINANCE REPEALING AND REENACTING CHAPTER 13-, MUNICIPAL UTILITIES, OF THE WELLINGTON TOWN CODE

WHEREAS, the Town of Wellington has adopted Chapter 13 of the Town Code of the Town of Wellington, Colorado (the "Town Code"), addressing municipal utilities and their operations; and

WHEREAS, the Town Board of Trustees of the Town of Wellington, Colorado (the "Board of Trustees") has reviewed and wishes to adopt provisions addressing compliance with certain federal and state requirements and amending the Town Code to address utility operations.

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

1. **Chapter 13 of the Town Code, addressing Municipal Utilities, is repealed and reenacted in its entirety as follows:**

CHAPTER 13 - Municipal Utilities

ARTICLE 1 - Water, Sewer and Storm Drainage Utility

Division 1 - General Provisions

Sec. 13-1-10. - Definitions.

The words used in this Chapter shall have their common meaning unless that meaning is specifically modified by the definitions contained herein.

Delinquent account means any utility account assessed for Utility user charges which is not paid in full prior to the twentieth day of the month in which the bill is forwarded to the User.

Development shall be as defined in Chapter 16 of this Code.

Licensed plumber means a master plumber, journeyman plumber or residential plumber holding a current state license.

Meter size shall be determined by the inside diameter of the outlet side of the meter.

Person shall mean any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, limited liability company, partnership, association, or other legal entity.

Tap shall mean the point where the service line connects to the Town's main line.

Town of Wellington Construction Standards means the Standard Design Criteria and Standard Construction Requirements as adopted by the Town.

User means either the tenant or owner of a premises which is connected to the Town's water, sewer or storm drainage facilities.

Utilities or *Utility* means water, sewer, storm drainage utilities of the Town.

Utility Billing Clerk means that Person designated by the Town Administrator/~~Clerk~~ as the Town's Utility Billing Clerk.

Utility user charges or user fees or user charges means all charges imposed by the Town or the specific Town enterprise for water, sewer, storm drainage usage, including any administrative fees, interest, penalties and service charges imposed in accordance with this Chapter or imposed by State or other applicable law. (Prior code 7.01.01; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. 1-2016WE , 9-13-16)

Sec. 13-1-20. - Ownership; responsibility.

- (a) The Town shall own and maintain all parts of the water facilities used in the collection, treatment or distribution of water for municipal beneficial uses, except those portions identified as the property of the owner of property served. These facilities shall be known as the water Utility.
- (b) The Town shall own and maintain all parts of the sewer facilities used in the collection, treatment or disposal of sewage, except those portions identified as the property of the owner of property served. These facilities shall be known as the sewer Utility. The sewer Tap and all facilities from the Tap extending to and located on the owner's property shall be owned by and be the responsibility of the property owner.
- (c) Any Person who connects any pipe, tube, ~~stepeeckcurb stop~~, wire, cord, motor or other instrument or contrivance with any main or service line supplying water to any property, or who turns on water for service to any property, without the knowledge and consent of the Town is guilty of a civil infraction of this Code. Each day that such violation continues to exist shall be considered a separate offense.
- (d) Any Person who in any manner alters, obstructs or interferes with the action of a water meter or the remote read-out attached to a water meter, without the knowledge and consent of the Town is guilty of a civil infraction of this Code. Each day that such violation continues to exist shall be considered a separate offense.
- (e) Any Person who causes damage in any form to the water or sewer facilities is guilty of a civil infraction of this Code. Each day that such violation continues to exist shall be considered a separate offense.
- (f) In addition to any other remedies, the Town Attorney, acting on behalf of the Town, may institute injunction, abatement or any other appropriate action to prevent, enjoin, abate or remove such violations, or to recover the cost of repairs to the facilities.
- (g) The Town shall own and maintain the water service line including the water Tap from the water main to the owner's property line. The Town shall also own and maintain the ~~stepeeckcurb stop~~ at the property line, the meter pit, yoke, meter and remote readout associated with the water service. The property owner shall own and maintain the water service line that is on his or her property.
- (h) The property owner shall own and maintain the sewer Tap and the sewer service line from the Tap to the owner's property including from the owner's premises to the connection to the sewer main.
- (h) It shall be the duty of the User to promptly notify the Town of any leaks in the water service line or apparent malfunction of the water meter or remote readout. The Town shall investigate User-reported problems and repair or replace any malfunctioning water meter or remote readout. The Town shall use reasonable efforts to repair or replace any malfunctioning water meter or remote readout within three (3) working days of notification and repair or replace that portion of the water service line owned by the Town found to be leaking within five (5) working days. If the Town discovers that a meter or remote readout is not recording properly, the Town shall use reasonable efforts to repair or replace the water meter or remote readout within three (3) working days of its discovery. In those instances, where it is necessary to make arrangements with the User for access to the property to investigate complaints or accomplish necessary repairs, those arrangements shall constitute compliance with this Subsection.
- (i) The property of any Utility User may be inspected at any time for the purpose of examining the condition of all pipes, meters, service lines or other parts of the Utility systems. If at any time the Town determines that the Tap, service line(s) or other facilities owned by the owner are defective in any manner or in need of repair or replacement, the owner shall cause such repairs or replacement to be made within ten (10) days of notification by the Town of said defect. The repairs or replacement shall be at the owner's sole expense, shall be made by a Licensed plumber and must be approved by the Public Works Director. Failure by the User to accomplish the repairs within the time allowed shall be a civil infraction of this Code. Each day that such violation continues to exist shall be considered a separate offense. (Prior code 7.01.01; Ord. 11-1987 §1; Ord. No. 3-2009 , 4-28-09; Ord. No. 1-2016WE

9-13-16)

Sec. 13-1-30. - Utilization of Town services.

- (a) All premises in the Town, ~~shall be including all premises~~ connected to and receiving municipal water from the Town's municipal water system, and shall, ~~unless approved by the Town,~~ be connected to and discharge sewage into the Town's municipal sewer system. No individual residence, business or

other property Development shall be permitted to create or expand a separate ~~water or~~ sewer system without approval of the Town.

- (b) The owner of separate water or sewer systems existing prior to January 1, 1987, or systems created thereafter, may be required to connect to the Town's facilities at the property owner's expense upon thirty (30) days' written notice from the Town. The owner shall be liable and responsible for any improvements necessary to protect the general health and welfare, including emptying, cleaning and filling any non-Town owned disposal systems.
- (c) Any developer of new Development of property within the Town shall make the necessary improvements to the Utility facilities of the Town in order to provide Utility service to the Development. These improvements shall include, but not be limited to, the installation of water and sewer trunk and main lines, valves, service lines, meters, meter pits and their appurtenances, booster and lift stations, storm water facilities and water storage facilities required as a result of the Development. All facilities and equipment installed by the owner of any Development shall be in conformance with the Town of Wellington Construction Standards and shall not cause a degradation of the existing service to the Town's residents. These capital improvements shall be subject to a separate agreement between the Town and the developer and shall be dedicated to the Town, free and clear of all encumbrances.
- (d) The Town may require oversizing of capital improvements and may provide for participation in the cost of such oversizing in the case that it is recognized that the Development of subsequent properties will occur and the Development will require use of Town Utilities. (Prior code 7.01.01; Ord. 11, 1987 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-40. - Water and sewer rates.

All buildings or premises connected to the Town water and sewer facilities shall be held and deemed to be occupied, and Utility user charges collected thereon. The obligation to pay Utility user charges shall include charges to those buildings or premises for which service has been terminated by the Town or the property owner. All rates shall be established by ordinance or resolution of the Board of Trustees. (Prior code 7.01.02; Ord. 11-1987 §1; Ord. 5-1991 §1; Ord. 20-1997 §1; Ord. 16-2002 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-50. - Capital investment fees, water rights dedication requirements.

- (a) Uniform water capital investment (tap or impact) fees. There are hereby imposed uniform water capital investment (tap or impact) fees [as calculated in Appendix 17-A to this Code](#), payable upon application for a ~~sewer-water~~ Tap in the Town as established by ordinance or resolution of the Board of Trustees.
- (b) Uniform sewer capital investment (tap or impact) fees. There are hereby imposed uniform sewer capital investment (tap or impact) fees [as calculated in Appendix 17-A to this Code](#), payable upon application for a sewer tap in the Town as established by ordinance or resolution by the Board of Trustees.
- (c) Water rights dedication. In order to offset the impact upon the Town's system, a dedication or transfer of water rights to the Town or a cash payment in lieu thereof shall be required for all Development or properties connected to or expanding use of the Town's Utilities, [as required by the Town](#), as follows:
 - (1) Prior to approval of the annexation of any land to the Town or the subdivision or replatting of any land previously annexed;
 - (2) Prior to all new extensions of water services which will thereafter be used for domestic, commercial or industrial purposes. This Subsection shall not apply to the extension of a new municipal service to property for which the basic dedication requirement was met at annexation, subdivision or re-platting.
 - (3) The Town may by separate agreement provide for the transfer of water rights, or cash payments in lieu thereof, at times other than provided in Paragraphs (1) and (2) above.
- (d) Basic water rights dedication requirements. Water rights shall be dedicated in the following quantities:
 - (1) Developers of residential uses shall dedicate to the Town water rights yielding one (1) acre-foot, [\(or such lesser amount of water as may be established by ordinance or resolution of the Town Board\)](#) of water per year for each dwelling unit to be served by the Town water Utility.

- (2) Developers of commercial or industrial uses shall dedicate to the Town water rights in the quantity sufficient to satisfy the ultimate water demand of the commercial or industrial uses as determined by the Town.

e) Procedure for dedicating water rights. The Town shall have the sole right of determination to accept or reject any water rights proposed for dedication pursuant to the provision of this Section, or to allow a cash payment in lieu of water rights dedication to satisfy the basic dedication requirement. At the time of submission, the applicant shall indicate the water rights proposed to be dedicated to the Town, or the amount of cash in lieu thereof that is proposed to be paid to the Town.

The Town will accept the following water rights to satisfy the Town's Raw Water requirements:

<u>Water source</u>	<u>Allotment per unit</u>
<u>One share of North Poudre Irrigation company stock</u>	<u>2.4 AF</u>
<u>Class D water allotment contracts representing acre foot units of water in the Colorado-Big Thompson Project</u>	<u>.7 AF</u>

(f) Cash in lieu of water rights dedication. Cash payments in lieu of water rights dedication shall be equal to the fair market value of the water rights necessary to satisfy the basic water rights requirement. The Town, including the Town Board by Ordinance or Resolution shall determine from time to time the cash in lieu payment amount to be paid after a public hearing before the Board of Trustees with the decision of the Board of Trustees being final and conclusive.

(g) Any utility fee to be imposed by the Town or imposed by any enterprise of the Town shall as required by the Town Code be set by ordinance or resolution of the Town Board of Trustees.

~~(e) Procedure for dedicating water rights. The Town shall have the sole right of determination to accept or reject any water rights proposed for dedication pursuant to the provision of this Section, or to allow a cash payment in lieu of water rights dedication to satisfy the basic dedication requirement. At the time of submission, the applicant shall indicate the water rights proposed to be dedicated to the Town, or the amount of cash in lieu thereof that is proposed to be paid to the Town.~~

~~(f) Cash in lieu of water rights dedication. Cash payments in lieu of water rights dedication shall be equal to the fair market value of the water rights necessary to satisfy the basic water rights requirement. The Town shall determine from time to time the cash in lieu payment amount to be paid after a public hearing before the Board of Trustees with the decision of the Board of Trustees being final and conclusive.~~ (Prior code 7.01.03; Ord. 11-1987 §1; Ord. 21-1997 §1; Ord. 26-1997 §1; Ord. 16-1998 §6; Ord. 17-1999 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16, [Ord No 6-2017](#))

Sec. 13-1-60. - Water tap requirements and permits.

- (a) Water and sewer tap permits required. It is unlawful for any Person to tap or make any connection with the Town's water or sewer facilities or to take or to use any water from said water facilities without

having first obtained a permit from the Town. Any Person desiring to tap the water or sewer mains, or use water from the Town's water system shall make application in writing for a tap permit to the ~~Town Administrator/Clerk~~ Town Administrator. The application shall state the size of the tap to be made with the water or sewer system, the location of the proposed tap, the premises for which the service is sought, the purpose for which the water is to be used and the type and quality of the wastes to be discharged. All plant investment fees and other charges assessed by the Town shall be submitted with the application.

- (b) Issuance of tap permits. If the application complies with the provisions of this Code, the Town Administrator/~~Clerk~~ shall issue a permit subject to Town Engineer review. Applications for water taps larger than ~~one (1)three-quarter (3/4)~~ inch, sewer taps larger than ~~one (1)four (4)~~ inch, unusual projected water usage or unusual projected sewer discharge shall be referred to the Board of Trustees for a determination of the amount of the capital investment fees and the water acquisition charge. Permits shall be signed by the Town Administrator/~~Clerk~~ and shall set forth the name of the Person for whose benefit the permit shall be granted, the date issued, the point on the water or sewer main at which the tapping is to be done, the size of the tap and the ~~stopcockcurb stop~~, the premises to be served and the use to be made of the water and any restrictions on the discharge to the sewer facilities. ~~The Town Administrator/Clerk shall keep a duplicate of~~
- (c) Time limitation on tapping.
- (1) Each water and sewer tap permit issued by the Town pursuant to this Code shall expire one hundred eighty (180) days after the issuance of the permit unless the tap applied for has been installed during the one-hundred-eighty-day time period and unless the construction of the premises for which the tap has been issued has been commenced.
 - (2) The holder of any water or sewer tap permit may apply for an extension of the one-hundred-eighty-day time period. Extensions may be granted only by the Board of Trustees for good cause established by the permit holder. Any extension shall be limited in time to an additional one-hundred-eighty-day period and only one (1) extension shall be granted for any particular tap.
 - (3) If a water or sewer tap permit expires, all charges paid to the Town to serve the permit to the applicant shall be forfeited and are nonrefundable.
 - (4) The holder of a tap permit may relinquish the permit to the Town at any time prior to its expiration. The Town shall, upon demand, refund seventy-five percent (75%) of the permit fee paid to the owner.
- (d) Transfer of tap permits. Tap permits are for a specific address or location and may not be transferred to any other site or another owner except as specifically authorized by the Board of Trustees. (Prior code 7.01.04; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. 1-2016WE, 9-13-16; Ord. No. 6-2017, 4-25-17)

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Sec. 13-1-70. - Tapping of water or sewer lines; specifications.

- (a) *Tapping to be done by Licensed plumber.* All connections or taps to water or sewer mains shall be made by a Licensed plumber ~~or Licensed contractor~~ and shall be at the sole expense of the applicant. The applicant shall furnish at his or her sole expense all materials and labor necessary for the tap or connection, except that the Town shall furnish the necessary water meter pit, water meter, meter yoke, remote readout and cable, the price of which is included in the tap fee set forth herein.
- (b) *Tapping requirements.* All connections or taps shall be made in accordance with the Town of Wellington Construction Standards and shall be made under the supervision of the Public Works

Director or other authorized Person. Materials used shall be compatible with the Town's mains and the service lines used.

- (c) *Restoration of street pavement and right-of-way.* Any Person cutting street pavement or excavating within the public right-of-way for the purpose of tapping a water or sewer main or for maintenance of a service lateral shall obtain a street-cut permit from the Town and restore the street pavement or the public right-of-way to its previous condition. Excavations shall be mechanically tamped or re-compacted to the full depth of the excavation in accordance with the Town of Wellington Construction Standards. Compaction tests shall be provided to the Town by the Person making the street cut. Any removal, damage or disruption of asphalt or concrete pavement, curb and gutter, drainage structures or sidewalks shall be repaired in the manner prescribed by the Town Engineer. In the event that the Person making the street cut or excavation in the public right-of-way fails to ~~effect~~[affect](#) the restoration in accordance with the street-cut permit, the Town may restore the affected pavement and right-of-way and assess the cost of said restoration against a street-cut permit applicant or the owner of the property benefitted by the street-cut.
- (d) *Charges for extra inspections.* Where the installation of water or sewer services under paving or where other exceptional conditions occur, the Town shall make an additional charge, sufficient to cover the cost of additional inspections.
- (e) *Standard water tap size, service pipe, ~~stopcock~~[curb stop](#).* All water taps shall be sized in accordance with the International Plumbing code as adopted by the Town, but shall in no case be less than three-fourths (¾) inch. All Taps, service pipes and ~~stopcock~~[curb stops](#) shall be of materials required by and shall be installed in accordance with the Town of Wellington Construction Standards
- (f) *Standard sewer tap size, service pipe, cleanout.* Except as provided by this Article, all sewer taps shall be sized in accordance with the International Plumbing Code as adopted by the Town, but in no case shall the Town permit less than a four (4) inch Tap, and Any Tap shall be of materials required by and shall be installed in accordance with the Town of Wellington Construction Standards.
- (g) *Water Meter size required for multiple-family Developments.* All water Taps serving multifamily Developments shall be sized in accordance with the International Plumbing Code as adopted by the Town, but ~~in no case, without Town Board approval, shall a Tap serving a multifamily structure be of a size less than size required to serve the following number of living as set forth below:~~ in all cases single family and single family attached units shall be served by separate water Taps. Multi-family complexes may, if approved by the Town Administrator or Planning Director, be served by appropriately sized Taps based on design documents approved by the Town.

Meter Size	Number of Units
¾"	1—3
1"	4—5
1½"	6—12
2"	13—23

- (h) The Town may require separate irrigation water Taps for multi-family and commercial properties.
- (i) Separate taps/meters required for individual ownership. The Town may require separate water and sewer taps and meters for premises with multiple occupancies. The requirement for separate taps and meters may be imposed by the Town upon the application for a Tap permit, or upon application

for initiation of service or transfer of billing, or during the review of minor or major impact permit under the Land Use Code. (Prior code 7.01.05; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-80. - Water service initiation.

- (a) *Application for initiation of service or transfer of billing.* Application to have water turned on or transferred from one (1) party to another shall be made in writing to the ~~Town Administrator/Clerk~~[Town Administrator](#). The Town may require written agreement by the applicant to abide by and accept all of the provisions of this Code pertaining to water or sewer service or other health, engineering or service limitations relative to service as conditions governing the use of the Town's Utility facilities by the applicant.
- (b) *Utility service deposit required, refund allowed.* A refundable deposit of an amount established by resolution by the Board of Trustees to offset the Town's costs shall be required as a condition of providing any utility service to a customer under the following circumstances:
 - (1) Any new customer;
 - (2) Any customer who changes address to which utility service is furnished, except when such customer has been a nondelinquent customer during the most recent twelve-month period;
 - (3) Any customer who receives one (1) shut-off notice or two (2) delinquency notices within the previous year; or
 - (4) Any customer whose water service has been terminated because of delinquency.

Any deposit held by the Town, less any amount still due the Town for utility service, shall be refunded to the customer who paid the deposit after eighteen (18) months of continuous service wherein no delinquency or shut-off notice has been issued or when service to the customer is discontinued on a permanent basis, whichever occurs first. No interest will be paid by the Town upon refund of the deposit. (Prior code 7.01.06; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-90. - Payment of user charges.

- (a) *Owner responsible for payment.* The owner or owners of any building or premises connected with the Town water or sewer facilities shall be held and deemed liable for the payment of all Utility user charges levied against such building or premises. A tenant in possession of the premises may apply for service and agree to pay the User charges; however, this will not relieve the owner of his or her liability for water, sewer and storm drainage Utility charges levied against the property.
- (b) *Utility bills due and payable.* The Town shall issue Utility bills for Utility user charges in the Town's normal course of billing. All Utility user charges shall be due when service is provided. The User's failure to receive a billing shall not relieve the User of the obligation to timely Utility user charges before delinquency. Any Utility user charge becomes a Delinquent account if not paid in full on or before the twentieth day of the month after the User receives a billing for such Utility user charges. Water service to a delinquent water account may be discontinued until any Delinquent account is paid in full.

Upon becoming delinquent a late fee (penalty) of one (1) percent of the deficiency shall be assessed against account balances each month if not paid after the 20th day of the month. Any Delinquent account may be charged reasonable attorney's fees and other costs of collection incurred by the Town.

- (c) *Payment with an insufficient funds or no account instrument.* Payment of utility user charges with an insufficient funds or no account instrument shall cause the account to become delinquent and water service may be discontinued until the utility user charges are paid in full. A notice will be given three (3) days before shut off. The Town shall charge the utility User twenty dollars (\$20.00), for any insufficient funds or no account instrument or payment not honored or returned to the Town.
- (d) *Delinquent utility user charges are a lien against property.*
 - (1) All utility user charges when due are and remain a lien upon such building or lot receiving utility service, until such user charges shall be paid in full. The lien is prior and superior to all other liens,

claims, titles and encumbrances, whether or not prior in time, except liens for general taxes. Such delinquent charges may be certified to the County Treasurer for collection in the same manner as delinquent general taxes and special assessments upon such property are collected or by any other means provided by law and shall be subject to any penalties and administrative fees as may be set by the County Treasurer. No such lien shall be removed by the Town once it is so certified. Any such lien attachable to any building, lot or other premises shall extend to the whole of such building, and likewise to the whole of each and every lot upon, which such building may be situated. Until all usage charges and penalties due by reason of the use of the Town's water and sewer and storm drainage facilities are paid and discharged, the Town may refuse to supply and may terminate service of water for use upon the premises against which said lien shall exist.

- (2) At least thirty (30) days prior to certification of the delinquent utility bill to the County Treasurer for collection, the Town shall mail notice to the property owner advising him or her that the delinquent utility bill will be so certified if payment is not made by the date required in the notice. Notice shall be by certified mail, return receipt requested. Failure of the property owner to accept delivery of said notice within the thirty-day notice period shall not prevent the certification of the delinquent utility charges for collection.
- (e) *Premises considered occupied.* All buildings or premises connected to the Town water and sewer facilities shall be held and deemed to be occupied water, sewer and storm drainage usage charges collected thereon. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. 7-1988 §1; Ord. 11-1988 §1; Ord. 5-1991 §2; Ord. 11-2007 §1, Ord. No. 1-2016WE, 9-13-16)

Sec. 13-1-100. - Town reading of meters.

~~In the event that If the Town provides a system whereby the~~ water meters are read by Town staff or subcontractors, the following regulations shall apply:

- (1) *Meters to be read monthly.* ~~Insofar as practicable, W-~~water meters at each premises served by the Town's water system ~~may shall~~ be read on a monthly basis. ~~The meters shall be read at approximately the same time each month with the readings supplied to the Utility Billing Clerk no later than the last day of each month;~~
- (2) *Inaccessible meters.* ~~In the event that f~~ a meter is inaccessible to the meter reader, the meter reader shall post a notice on the premises advising the User that he or she was unable to read the meter due to its inaccessibility. In the event that the meter is inaccessible for three (3) consecutive months, the Town shall have the right to relocate the meter to a point on the property or the public right-of-way that will be accessible to the meter reader and such cost incurred will be the responsibility of the User.
- (3) *Estimation of water usage.* The Utility Billing Clerk shall provide for the estimation of water usage in the case where a meter is inaccessible to the meter reader. The Utility Billing Clerk shall provide for the estimation of water usage due to inclement weather or other factors beyond the control of the Town where the meter reader is unable to provide meter readings by the last day of the month. Said estimation may be based upon previous usage by the User, the average usage of similar User's during the same time period or upon any other reasonable method as determined by the ~~Town Administrator/Clerk~~Town Administrator. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. No. 1-2016WE, 9-13-16)

Sec. 13-1-110. - Customer self-reading meter system.(Repealed)

~~In the event that the Town provides for a customer "self-reading" system of water meter reading, the following regulations shall apply:~~

- ~~(1) *Water meter reading cards.* The Town shall furnish on a monthly basis to every user a card to be used for the purpose of recording the actual number of gallons of water used during the immediately preceding calendar month.~~
- ~~(2) *Duty to read water meters.* It shall be the duty of every user to read the user's own water meter, to record the reading on the water meter reading card and to mail or deliver said card to the Town Administrator/Clerk so that the card is received by the Town Administrator/Clerk no later than the fifteenth day of each month.~~

- (3) ~~Administrative fee for cards not received on time.~~ There shall be assessed an administrative fee, as established by resolution by the Board of Trustees to offset the Town's costs against all users of active taps on the Town's water system not having returned said user's water meter reading card with the proper meter reading written thereon by the fifteenth day of the month. The administrative fee is to cover the cost of estimating the usage and making adjustments to the account, is nonrefundable and is in addition to the water usage charge otherwise levied against the user.
- (4) ~~Estimation of water usage.~~ The Town Administrator/Clerk shall provide for the estimation of water usage by a customer who fails to return the water meter reading card to the Town Administrator/Clerk by the fifteenth day of the month. Said estimation may be based upon previous usage by the customer, the average usage of similar customers during the same time period or upon any other reasonable method as determined by the Town Administrator/Clerk.
- (5) ~~Nonpayment of administrative fee.~~ If any user fails to pay the administrative charge as assessed hereunder, the user shall be subject to termination of water service by the Town as if the user had failed to pay the monthly water user charge of the Town, and the Town reserves the right to pursue its various remedies pursuant to this Code.
- (6) ~~Multiple administrative charges.~~ The administrative charge set forth herein shall be charged for each month the user fails to deliver the water meter reading card to the Town Administrator/Clerk. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. 11-2007 §1)(Repealed)

Sec. 13-1-120. - Service restoration fees.

~~In any case where f~~ a utility account is delinquent and the supply has been turned off, or the water has been turned off at the request of the owner or agent due to a vacancy, the water shall not be turned on again until all delinquent user fees have been paid and until a service restoration (turn-on) fee as established by resolution by the Board of Trustees to offset the Town's costs has been paid to the Town Administrator/Clerk. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. 11-2007 §1; Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-130. - Discontinuance of utility services by Town.

Water Utility service to a User may be terminated upon the failure of the User to pay the amount due on the utility bill on or before the twentieth day of the month, for the payment of a utility bill with an insufficient fund or no account instrument, for failure to comply with the conditions of an installment payment plan, for unsafe or hazardous service lines, for tampering in any manner with the Town's utility facilities, for failing to abide by water use imposed by the Board of Trustees or for violation of any of the provisions of this Article. Advance notice of the pending termination shall be given only for the failure of a User to pay the amount due on the utility bill, or for the payment of a utility bill with an insufficient fund or no account check.

- (1) *Notice of pending termination of utility service.* Any required notice of the termination of water service shall be served upon the User or owner of the property owing a delinquent utility account at least ten business days before the date the service is to be terminated. Such notice shall be taped to or hung on the door (door tag) to the address listed in the utility billing records which shall be sufficient to satisfy this requirement.
- (2) The notice shall contain the following information:
 - a. The account number;
 - b. The amount of the unpaid bill and the amount that must be collected in order to avoid shut off;
 - c. The date on which the utility service will be terminated if the unpaid bill is not paid in sufficient amount;
 - d. The employee(s) of the Town to be contacted to ask about the notice, and the telephone number and normal office hours during which staff can be reached;
 - e. That an additional twenty-five dollars (\$25.00) service charge will be added to the bill if a service is turned off.

- (3) If a second or subsequent turn-off notice is delivered in a twelve-month period resulting in a service turn-off, a service charge of fifty dollars (\$50.00) will be added to the bill.
- (4) *Termination of service.* Water utility service to a User ~~shall~~may be terminated by turning off the water at the ~~stopcock~~curb stop or at the meter, or by removal of the meter or in such other manner as determined by the town.
- (5) *Restoration of service.* Service to a property that has been terminated for service shall not be restored until:
 - a. The delinquent utility user charges have been paid in full, including penalties and the service fee(s) for service restoration; or
 - b. A service fee is paid for restoring services and the owner of the property served enters into an installment payment plan with the Town. The Owner's agreement to an installment payment plan shall not satisfy the lien held by the Town against the property served.
 - c. The cause for termination has been corrected. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. 5-1991 §§2, 3, 4, 5; Ord. 7-1992 §1; Ord. 11-2007 §1, Ord. No. 1-2016WE, 9-13-16)

Sec. 13-1-140. - Installment plan for delinquent accounts.

- (a) *Installment payment plan for Delinquent accounts.* The Utility Billing Clerk may agree to provide an installment payment plan for delinquent accounts. Plans may also be approved by the Town Administrator/~~Clerk~~ or the by the Board of Trustees. An installment payment plan shall consist of two (2) or more equal payments over a period of sixty (60) days or more depending on the account and circumstances for the full amount of the delinquent account. To enter into an installment payment plan, the User shall pay the following fees, if applicable:
 - (1) The turn-on fee for restoring service.
- (b) Any User entering into an installment payment plan shall be required to sign a binding contract detailing the conditions under which the Delinquent account will be paid in full. If a User fails to make an installment payment when due, or fails to pay the current billing payment when due, the Town may terminate service to the User immediately and without further notice. If an installment payment plan is defaulted upon, no further installment payment plans will be allowed for a period of twelve (12) months. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. No. 1-2016WE, 9-13-16)

Sec. 13-1-150. - Corrections in accounts.

The Utility Billing Clerk or Town ~~Administrator/Clerk~~ Administrator is authorized to correct billing errors or make other adjustments to a User's account as may be appropriate to comply with this Chapter. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. No. 1-2016WE, 9-13-16)

Sec. 13-1-160. - Sprinkling, water scarcity, water supply emergencies.

- (a) *Sprinkling, water scarcity.* The Board of Trustees shall have the authority to establish such rules and regulations so as to limit the days and hours of outdoor watering or sprinkling or to limit the use of water in such manner as the Town Board shall deem necessary. Such regulations may be adopted by resolution and shall become effective immediately upon passage. Enforcement shall be by summons issued in accordance with Section 2-4-140 of this Code. And the property of any User violating this provision shall be subject to utility service termination. Each day that such violation continues to exist shall be considered a separate offense.
- (b) *Water supply emergencies.* If the water system experiences an emergency due to a water main break, treatment plant or storage system malfunctions, fire, flood or other natural disaster, the Director of Public Works or any authorized law enforcement officer or fire official may direct and require that residents of the Town restrict all usage of water during such time of emergency. Any Person who fails to obey such lawful order of the Public Works Director, law enforcement officer or fire official commits a civil infraction under this Code. (Prior code 7.01.07.5; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. 1-2016WE, 9-13-16)

Sec. 13-1-170. - Pollution of water supply.

- (a) It is unlawful for any Person to pollute or introduce any pollutant in any manner to any reservoir, stream, trench, pipe or drain within five (5) miles above the point where the Town receives any portion of its water supply, including any pollution or water contamination of any underground water source.
- (b) Any Person placing manure, dead animals or other matter or allowing livestock to stand in any water source within the protected area shall be deemed to have violated this Section.
- (c) It is unlawful for any Person to damage any facilities used by the Town in its water delivery system, including facilities located outside of the boundaries of the Town. The facilities protected shall include, but not necessarily be limited to, any pipeline, plant, building, head gate, valve, water box or other improvements, whether located within or outside of the Town limits.
- (d) Any Person who violates any provisions of this Section, upon conviction thereof, shall be punished in accordance with the provisions of Section 1-4-20 of this Code. In addition to such penalties, such Person shall be liable for all damages resulting from such violation. (Ord. 10-2005 §91—4; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Division 2 - Wastewater Treatment and Pretreatment Systems

Sec. 13-1-200. - Purpose and policy.

- (a) This Article I, Division 2 sets forth uniform requirements for all users of the publicly owned treatment works for the Town and enables the Town to comply with applicable state and federal laws, including the Clean Water Act (33 U.S.C. § 1251 et seq.) and the General Pretreatment Regulations (40 C.F.R. Part 403). The objectives of this chapter are:
 - (1) To prevent the introduction of pollutants into the POTW that will interfere with its operation;
 - (2) To prevent the introduction of pollutants into the POTW that will pass through it, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW;
 - (3) To enable the Town to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions, sludge use, and disposal requirements, and all other state and federal laws to which the POTW is subject;
 - (4) To promote reuse and recycling of industrial wastewater and sludge from the POTW; and
 - (5) To protect the POTW personnel who may be affected by wastewater and sludge in the course of their employment.
- (b) This Article I, Division 2 authorizes the issuance of a wastewater discharge permit and other control mechanisms; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user monitoring and reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-210. - Administration.

Except as otherwise provided herein, the ~~Administrator/ClerkTown Administrator~~ shall administer, implement, and enforce the provisions of this Article I, Division 2. Any powers granted to or duties imposed upon the ~~Administrator/ClerkTown Administrator~~ may be delegated by the ~~Administrator/ClerkTown Administrator~~ to other water personnel. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-220. - Abbreviations.

The following abbreviations, when used in this Article I, Division 2, shall have the designated meanings:

CWA or Act	Clean Water Act, 33 U.S.C. § 1251 et seq.
gpd	Gallons per day
gpm	Gallons per minute
mg/l	Milligrams per liter
NPDES	National Pollutant Discharge Elimination System

O&M	Operation and maintenance
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-230. - Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Article I, Division 2, shall have the meanings hereinafter designated.

~~Approval authority. The appropriate EPA regional administrator, or upon approval of Colorado's pretreatment program, the chief administrator of such pretreatment program.~~

Authorized representative of the user:

- (1) If the user is a corporation:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (3) The individual described in Section 13-1-210 may designate another authorized representative if the authorization: Is in writing to perform functions provided; specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, such as the position of plant manager, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and is submitted to the Town.

Best management practices or BMPs. The activities, practices, operating or maintenance procedures and treatment requirements necessary to meet the objectives of this Article I, Division 2 and to prevent or reduce prohibited discharges into the POTW. [BMP's shall be considered local limits and Pretreatment Standards for the purposes of Pretreatment Regulations and Section 307\(d\) of the Act and as specified in 40 CFR 403.5\(c\)\(f\).](#)

Biochemical oxygen demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).

Categorical pretreatment standard or categorical standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C § 1317) which apply to a specific category of users and which appear in 40 C.F.R Parts 405-471.

~~Composite sample. A sample formed either by continuous sampling or by mixing discrete samples. The sample may be a time proportional composite sample or a flow proportional composite sample. In cases in which a composite sample is not obtainable, a composite sample shall consist of a minimum of four (4) grab samples collected at equally spaced intervals.~~

~~*Daily maximum discharge limit.* The maximum allowable discharge of a pollutant during a calendar day determined by the arithmetic average of all measurements of the pollutant taken that day.~~

~~*Administrator/Clerk.* The Administrator/Clerk of the Town or the Administrator/Clerk's duly authorized representative.~~

Domestic wastewater. (1) Wastewater from normal residential activities including, but not limited to, wastewater from kitchen, bath, and laundry facilities; (2) wastewater from the personal sanitary conveniences (toilets, showers, bathtubs, fountains, noncommercial sinks, and similar structures) of commercial, industrial, or institutional buildings, provided that the wastewater exhibits characteristics that are similar to those of wastewater from normal residential activities.

~~*Enforcement response plan.* The plan that sets forth the specific actions the Town will take to respond to violations of this Article I, Division 2.~~

Environmental protection agency or EPA. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Administrator/Clerk, or other duly authorized official of said agency.

Fats, oil, and grease or FOG. A semi-solid, viscous liquid organic polar compound derived from animal or plant sources that contains multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 C.F.R. Part 136.

Food service establishment or FSE. A facility engaged in preparing or serving food. This term does not include single-family residences.

Grab sample. A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Grease interceptor. An outside, underground, multi-compartment tank designed to reduce the amount of fats, oil and grease in the wastewater discharged to the POTW.

Grease trap. An indoor device designed to reduce the amount of fats, oil and grease in wastewater discharged into the POTW. Grease traps usually serve no more than four (4) fixtures.

Grease removal device. A grease trap, grease interceptor or other device that is designed, constructed and intended to remove, hold or otherwise prevent the passage of fats, oil and grease to the sanitary sewer.

Hauled waste. Any domestic or nondomestic waste from holding tanks, including, without limitation, chemical toilets, vacuum pump tank trucks, and septic tanks. Hauled waste does not include domestic waste from an individual's recreational vehicle (e.g., camper or trailer).

Indirect discharge or discharge. The introduction of pollutants into the POTW from any nondomestic source regulated under Sections 307(b), (c), or (d) of the Clean Water Act.

Industrial user or user A direct or indirect discharge source of which contains non-domestic wastewater.

Instantaneous measurement. For monitoring requirements, a single reading, observation or measurement independent of the industrial flow rate and the duration of the sampling event.

Interference. A discharge that, alone or in conjunction with a discharge or discharges from other sources, both:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and
- (2) Therefore is a cause of a violation of the Town's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory or regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Clean Water Act; the Solid Waste Disposal Act, including Title II, commonly referred to as the Resource Conservation and Recovery Act; any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air

Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Local limit. Limit developed for a specific pollutant based on the quantity that the POTW can accept.

~~*Monthly average.* The maximum allowable discharge of a pollutant during a calendar month determined by the arithmetic mean of all samples collected during the calendar month.~~ d

New source:

- (1) Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act, which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)b. or c. above but otherwise alters, replaces or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - a. Begun, or caused to begin, as part of a continuous onsite construction program:
 1. Any placement, assembly, or installation of facilities or equipment; or
 2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Nondomestic wastewater. Water carrying wastes from any process or activity of business, trade, manufacturing, industry, or service.

Oil and sand removal device. Trap, interceptor or other Town-approved device designed to remove petroleum products, sand, sediment or similar substances.

Pass through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Town's NPDES permit, including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state and local governmental entities.

Pollutant. Includes, but is not limited to, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW. The reduction or alternation may be obtained by physical, chemical, or biological processes, process changes, or by other means except as prohibited by Section 13-1-300. Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 C.F.R. 403.6(e).

Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment other than a pretreatment standard imposed on a user.

Pretreatment standard or standard. ~~Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Clean Water Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 C.F.R. 403.5. Prohibited Discharge Standards, Categorical Pretreatment Standards, and Local Limits, including BMPs.~~

Prohibited discharge standards or prohibited discharges. Absolute prohibitions against the discharge of certain substances as set forth in Section 13-1-250.

Publicly owned treatment works or POTW. A treatment works, as defined in Section 212 of the Clean Water Act (33 U.S.C § 1292) which is owned by the Town. This definition includes any devices or systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial waste of a liquid nature and any sewers, pipes, and other conveyances which convey wastewater to the treatment plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the Indirect Discharges to and the discharges from such a treatment works.

Significant Industrial User or SIU:

- (1) All industrial users subject to categorical pretreatment standards under 40 C.F.R 403.6 and 40 C.F.R. Chapter I, Subchapter N; or
- (2) Any other industrial user that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
 - b. Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the Town on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in definition of "significant industrial use or SIU", subsection (2)b. above has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Town may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 C.F.R 403.8(f)(6), determine that such user should not be considered a significant industrial user.

Slug discharge. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 13-1-250 or any discharge of a nonroutine, episodic nature including, but not limited to, an accidental spill or noncustomary batch discharge that has a reasonable

potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits, or permit conditions.

Wastewater. Liquid and water-carried domestic and nondomestic wastes from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater treatment plant or treatment plant. That portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-240. - Legal authority.

- (a) The Town operates pursuant to legal authority enforceable in federal, state, or local courts, which authorizes or enables the Town to apply and enforce the requirements of this Article I, Division 2 and 40 C.F.R Part 403. This authority allows the ~~Administrator/Clerk~~[Town Administrator](#) to:
- (1) Deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants to the POTW by users where:
 - a. Such contributions do not meet applicable federal, state, or local pretreatment standards and requirements; or
 - b. Could cause the treatment plant to violate its NPDES permit; or
 - c. Could cause problems in the POTW.
 - (2) Control through permit, order or similar means the wastewater contributions to the POTW by each user to ensure compliance with applicable pretreatment standards and requirements.
 - (3) Require compliance with applicable pretreatment standards and requirements by industrial users.
 - (4) Identify and locate all possible industrial users which might be subject to the pretreatment program. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-250. - Prohibited discharge standards.

- (a) **General prohibitions.** No user may introduce or cause to be introduced into the POTW any pollutant(s) which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state or local pretreatment standards or requirements.
- (b) **Specific prohibitions.** No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140° F (60° C) using the test methods specified in 40 C.F.R 261.21;
 - (2) Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with a pH less than 5.0;
 - (3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in interference;
 - (4) Any pollutant, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW;
 - (5) Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° F (40° C);
 - (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Any trucked or hauled pollutants, except at discharge points designated by the ~~Administrator/Clerk-Town Administrator~~ in accordance with Section 13-1-340;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewer for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment plant process which consequently imparts color to the treatment plant effluent;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations;
- (12) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (13) Wastewater causing, alone or in conjunction with other sources, the treatment plant effluent to fail a toxicity test;
- (14) Wastewater causing two (2) readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than five percent (5%) or any single reading over ten percent (10%) of the lower explosive limit of the meter;
- (15) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (16) Fats, oils, or greases of animal or vegetable origin in concentrations which could cause a problem to the collection system or the POTW (e.g., restricted flow in pipes, sewage backups, lift station operation issues, decreased treatment, etc.);
- (17) Wastewater causing a reading on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW;
- (18) Any garbage that has not been properly shredded. Garbage grinders may be connected to the sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers. However, garbage grinders shall only be used to grind small amounts of garbage incidental to cleaning of plates, cookware, etc. and not to dispose of large quantities of waste. Waste must be scraped into a garbage can prior to cleaning;
- (19) Unusual Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD), or Total Suspended Solids (TSS) in quantities as to constitute a significant additional load on the POTW.;
- (20) Wastewater containing pollutants which are not amendable to transport, treatment or reduction in concentration by the POTW and POTW Treatment Plant processes employed, or are amenable to treatment only to such a degree that the POTW Treatment Plant effluent cannot meet the requirements of regulatory agencies having jurisdiction over discharge of effluent to the receiving waters;
- (21) Wastewater which, by interaction with other wastewater in the POTW, releases obnoxious gases, forms suspended solids which interfere with the collection system, or creates a condition deleterious to structures and treatment processes;-
- (22) Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW of more than 5% or any single reading over 10% of the lower explosion limit of the meter;
- (23) Liquid Wastes from chemical toilets, trailers, campers, or other recreational vehicles which have been collected or held in tanks or other containers, except as authorized by Town;

(24) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW.

- (c) Users processing, storing, or handling pollutants, substances, or wastewater prohibited by this Section in such a manner that they could be discharged to the POTW may be required to develop a slug control plan in accordance with Section 13-1-330. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-260. - National Categorical Pretreatment Standards.

The categorical pretreatment standards found at 40 C.F.R Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

- (a) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the ~~Administrator/Clerk-Town Administrator~~ may impose equivalent concentration or mass limits in accordance with 40 C.F.R 403.6(c).
- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the ~~Administrator/Clerk-Town Administrator~~ may impose an alternate limit using the combined wastestream formula at 40 C.F.R 403.6(e).
- (c) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 C.F.R 403.15.

(Ord. No. 8-2008, 7-22-08)

Sec. 13-1-270. - State pretreatment standards.

State pretreatment standards and requirements adopted pursuant to the Colorado Water Quality Control Act shall apply in any case where they are more stringent than federal standards. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-280. - Local limits.

~~The following pollutant limits are established to protect against pass through and interference. No significant industrial user shall discharge wastewater containing in excess of the following daily maximum allowable discharge limits:~~

Arsenic	0.15-mg/l	Mercury	0.0002-mg/l
Cadmium	0.08-mg/l	Molybdenum	0.49-mg/l
Chromium	1.10-mg/l	Nickel	1.95-mg/l
Chromium (VI)	0.59-mg/l	Selenium	0.37-mg/l
Copper	1.94-mg/l	Silver	0.19-mg/l
Cyanide	0.65-mg/l	Zinc	6.28-mg/l
Lead		0.92-mg/l	

Repealed.

((Ord. No. 8-2008, 7-22-08)

Sec. 13-1-290. - Town's right of revision.

The Town reserves the right to establish, by ordinance, resolution, in a wastewater discharge permit, or other appropriate means, more stringent or additional standards or requirements to protect the POTW. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-300. - Dilution.

Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation

unless expressly authorized by an applicable pretreatment standard or requirement. The ~~Administrator/Clerk-Town Administrator~~ may impose mass limitations on an industrial user who is using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-310. - Pretreatment facilities.

- (a) Users shall provide wastewater treatment as necessary to comply with this Article I, Division 2 and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Sections 13-1-250 through 13-1-280 within the time limitations specified by EPA, the state, or the ~~Administrator/Clerk-Town Administrator~~, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. The ~~Administrator/Clerk-Town Administrator~~ may require that detailed plans describing such facilities and operating procedures be submitted for review, and shall be acceptable to the Town before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the Town under the provisions of this Article I, Division 2.
- (b) The ~~Administrator/Clerk-Town Administrator~~ may require a user to install sampling, monitoring, or other appropriate pretreatment equipment as necessary to assure compliance with the pretreatment standards and requirements. The equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-320. - Additional pretreatment measures.

- (a) Whenever deemed necessary, the ~~Administrator/Clerk-Town Administrator~~ may require that a user's wastewater be discharged only into specific sewers, separate domestic wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this Article I, Division 2.
- (b) Backflow prevention devices shall be installed and maintained by the user [in accordance with Section 13-2-30](#) wherever there is a possibility of the user's process or activity contaminating the Town water supply. Such devices shall be tested, inspected, and repaired as needed by the user at its expense.
- (c) Oil and sand removal devices and grease removal devices.
 - (1) Oil and sand removal devices shall be provided when, in the opinion of the ~~Administrator/Clerk-Town Administrator~~, they are necessary for the proper handling of wastewater containing excessive amounts of oil, sand, or similar material; except that such devices shall not be required for residential users. All such devices shall be of type and capacity approved by the Town and shall be so located to be easily accessible for cleaning and inspection. Such devices shall be inspected, cleaned and maintained, as needed, by the user at its expense.
 - (2) Grease removal devices shall be provided in accordance with Section 13-1-350.
- (d) Users with the potential to discharge flammable substances shall install devices or construct to prevent the discharge of flammable substances into the POTW.
- (e) Individual water meters, sub-meters or flow meters shall be installed where the ~~Administrator/Clerk-Town Administrator~~ has determined it is necessary to ascertain flow data. Such devices shall be tested, inspected, and repaired as needed by the user at its expense.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-330. - Accidental discharge; slug control plans.

- (a) Each user shall provide protection from accidental discharge of substances that have a reasonable potential to violate the POTW's regulations, local limits, or permit conditions.

- (b) The ~~Administrator/Clerk-Town Administrator~~ shall evaluate whether a significant industrial user needs a plan or other action to control slug discharge within one (1) year of being designated a significant industrial user.
- (c) The ~~Administrator/Clerk-Town Administrator~~ may require any user to develop, submit for approval, and implement a slug control plan or best management practices plan. If the ~~Administrator/Clerk-Town Administrator~~ decides that a slug control plan is needed, the plan shall address, at a minimum, the following elements:
 - (1) Description of discharge practices, including nonroutine batch discharges;
 - (2) Description of stored chemicals;
 - (3) Procedures for immediately notifying the POTW of slug discharge, including any discharge that would violate a prohibition under Section 13-1-250 with procedures for follow-up written notification within five (5) days as required by Section 13-1-440; and
 - (4) If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response. Such procedures shall be compliant with the U.S. Environmental Protection Agency Spill Prevention Control and Countermeasure (SPCC) Rule at 40 CFR 112 or its successor rule.
- (d) A notice shall be posted in a prominent place advising which employees who to call in the event of a discharge described in subsection 13-1-330(a), above. Employers shall ensure that all employees who may cause such a discharge to occur are advised of the emergency notification procedure.
- (e) Significant industrial users are required to notify the POTW immediately of any changes at their facilities affecting potential for a slug discharge.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-340. - Hauled waste.

- (a) Any hauled waste meeting the definition of a RCRA hazardous waste as defined in 40 C.F.R 261 will not be accepted.
- (b) The ~~Administrator/Clerk-Town Administrator~~ may accept hauled wastes on a case-by-case basis and may require such haulers to obtain a wastewater discharge permit. Hauled waste is subject to all the requirements of this Article I, Division 2. Hauled waste may only be discharged at locations designated by the ~~Administrator/Clerk-Town Administrator~~. No load may be discharged without prior consent of the ~~Administrator/Clerk-Town Administrator~~. The ~~Administrator/Clerk-Town Administrator~~ may collect samples of each hauled load to ensure compliance with applicable standards. The ~~Administrator/Clerk-Town Administrator~~ may require the waste hauler to provide a waste analysis of any load or a waste-tracking form for every load prior to discharge.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-350. - Fats, oil and grease management.

- (a) *Applicability.* This Section shall apply to all food service establishments connected to the POTW when, in the opinion of the ~~Administrator/Clerk-Town Administrator~~, it is necessary to prevent fats, oil and grease in quantities sufficient to cause sanitary sewer line restriction or necessitate increased POTW maintenance.
 - (1) New food service establishments. All new food service establishments shall be required to install a grease removal device as set forth in Section 13-10-350(2) prior to commencing discharge to the POTW.
 - (2) Existing food service establishments.

- a. Unless otherwise exempted under subsection (a)(2)b. below, all food service establishments ~~in existence prior to November 1, 2008,~~ shall install and maintain a grease removal device within the timeline specified by the Administrator/Clerk-Town Administrator after notification that such a device is required. A grease removal device shall be required if:
 1. the food service establishment does not have a grease removal device and is discharging to the POTW wastewater containing fats, oil, and grease in quantities sufficient to cause sanitary sewer line restriction or necessitate increased POTW maintenance;
 2. the existing grease removal device, in combination with best management practices, does not cause a reduction in the quantity of fats, oil, and grease sufficient to prevent sanitary sewer line restriction or POTW maintenance; or
 3. the food service establishment changes in nature or is renovated in such a manner as to increase the likelihood of discharging to the POTW wastewater contributing fats, oil, and grease in quantities sufficient to cause sanitary sewer line restriction or necessitate increased POTW maintenance.
- b. Existing food service establishments that are unable to comply with this Section due to site or plumbing constraints which make compliance impossible or financially impracticable shall apply in writing to the Administrator/Clerk-Town Administrator for an exemption, which may be granted by the Administrator/Clerk-Town Administrator in the Administrator/Clerk-Town Administrator's sole discretion. The written request shall include the reason(s) why the food service establishment cannot comply with this Section and steps the food service establishment will take to prevent sanitary sewer line restriction and increased POTW maintenance.

(b) *Grease removal device requirements.*

- (1) Grease interceptors. Unless exempted under subsection (b)(2) below, food service establishments shall install, operate and maintain grease interceptors. Grease interceptors shall be seven hundred fifty (750) gallon minimum capacity and provide a minimum of thirty (30) minutes retention time at total peak flow and must be maintained and installed in accordance with manufacturer's instructions and all applicable laws. The maximum size shall be two thousand five hundred (2,500) gallons; a series of interceptors may be necessary for grease interceptor capacities greater than two thousand five hundred (2,500) gallons based on cleaning and maintenance frequency. Grease interceptors shall be located to provide easy access for cleaning and inspection.
- (2) Grease traps. A food service establishment may install, operate and maintain a grease trap in satisfaction of the requirements set forth in subsection (a) above, if the Administrator/Clerk-Town Administrator determines that the food service establishment is discharging to the POTW wastewater containing fats, oil, and grease in such small amounts that a grease interceptor is not warranted or that installation of a grease interceptor is not feasible. At minimum, grease traps shall be fifty (50) gpm flow rated or provide one hundred (100) pound grease retention and must be maintained and installed in accordance with manufacturer's instructions and all applicable laws. Grease traps shall be located to provide easy access for cleaning and inspection. A flow restriction device shall be placed upstream of the grease trap and must be accessible for cleaning and inspection.
- (3) Other grease removal devices may be allowed if it is shown that an alternative pretreatment technology is equally effective in controlling the discharge of fats, oil and grease. The Administrator/Clerk-Town Administrator will evaluate the proposed use of other grease removal devices on a case-by-case basis and set appropriate maintenance and recording-record keeping requirements as needed.
- (4) Unless directed otherwise, a professional engineer registered in the State of Colorado shall size and provide documentation to the Town to support the proposed grease removal device size.

- (5) Certification. An engineer licensed by the State of Colorado shall file a written, signed certification with the ~~Administrator/Clerk-Town Administrator~~ stating that the required grease removal device has been installed and all sources of fats, oil and grease are discharging to the device before discharging wastewater to the POTW.
- (c) *Best management practices.* Food service establishments shall use best management practices designed to reduce the amount of wastewater containing fats, oil, and grease discharged into the POTW. These include:
- (1) Implementing a comprehensive employee training program on the problems associated with fats, oil, and grease and their proper disposal;
 - (2) Disconnecting or minimizing the use of garbage disposals;
 - (3) Installing a 1/8" or 3/16" mesh screen over all kitchen sinks, mop sinks, and floor sinks;
 - (4) Using "dry" clean-up methods, including scraping or soaking up fats, oil and grease from plates and cookware before washing;
 - (5) Using pre-wash sinks to clean plates and cookware;
 - (6) Recycling fats, oil, and grease and beneficial food waste when possible;
 - (7) Pouring remaining liquid fats, oil, and grease from pots, pans, and other cookware into containers to be disposed of in the trash once congealed; and
 - (8) Posting BMPs in the food preparation and dishwashing areas at all times.
- (d) *Maintenance.*
- (1) Grease removal devices shall be inspected, cleaned, and maintained in proper working order at all times by the user at its expense.
 - (2) Grease interceptor maintenance.
 - (a) Grease interceptors in active use shall be cleaned at least once every three (3) months or when the total accumulation of surface fats, oil, and grease (including floating solids) and settled solids reaches twenty-five percent (25%) of the grease interceptor's overall liquid depth, whichever occurs first.
 - (b) In the event that a grease interceptor is larger than the capacity of a vacuum truck, the interceptor shall be completely evacuated within a twenty-four (24) hour period. The user's documentation shall accurately reflect each pumping event.
 - (3) Grease trap maintenance. Grease traps shall be serviced at least one (1) time per month or when the amount of waste captured reaches twenty-five percent (25%) of the trap's capacity, whichever occurs first. Removable baffles shall be removed and cleaned during the maintenance process.
 - (4) Other grease removal devices. Facilities with grease removal devices other than grease interceptors or grease traps shall follow the ~~Administrator/ClerkTown Administrator's~~ maintenance and recordkeeping requirements as directed in Section 13-1-350(b)(3).
 - (5) The ~~Administrator/Clerk-Town Administrator~~ may require that a grease removal device be cleaned more frequently than set forth in this subsection (d) if the cleaning frequency set forth herein is found to be inadequate. The ~~Administrator/Clerk-Town Administrator~~ may change the required maintenance frequency to reflect changes in actual operating conditions.
 - (6) After each cleaning, the food service establishment shall inspect the device to verify that:
 - a. The contents of the device have been fully evacuated and that no liquids, semisolids, or solids were discharged back into the device after cleaning; and
 - b. The interior components of the device are in proper working order.

- (7) Food service establishments shall require the liquid waste hauler, transporter, or any other person cleaning or servicing a grease removal device to completely evacuate all contents, including floating materials, wastewater, bottom solids, and accumulated waste on the walls of the grease removal device. Waste must be disposed of in accordance with federal, state, and local laws. The establishment shall maintain records for three (3) years of any such cleaning or servicing, including amounts of waste removed, date of removal, and location of disposal.
 - (8) Cleaning frequency variance. Any food service establishment desiring a cleaning schedule less frequent than that required in this subsection (d) shall submit a request to the ~~Administrator/Clerk~~ Town Administrator along with the maintenance records for the last four (4) grease interceptor cleanings, or last eight (8) grease trap cleanings, including measurements of the thickness of the floating fats, oil and grease and bottom solids layer, and total volume removed. A reduction in cleaning frequency may be granted by the ~~Administrator/Clerk-Town Administrator~~ when it has been determined that the grease interceptor has adequate detention time for fats, oil, and grease removal. The cleaning frequency will depend on variables such as the capacity of the device, the amount of grease in the wastewater, the amount of solids in the wastewater, and the degree of adherence to BMPs.
- (e) *Prohibitions.* The following are strictly prohibited:
- (1) Connecting garbage grinders, garbage disposals, and dishwashers to grease traps.
 - (2) Discharging wastewater to a grease trap in excess of one hundred forty (140°) degrees Fahrenheit.
 - (3) Altering or tampering with a grease removal device.
 - (4) Discharging or permitting another to discharge any liquid, semi-solid, or solid back into a grease removal device at any time during maintenance or cleaning operations.
 - (5) Discharging or permitting another to discharge any grease removal device wastes into any drain, public or private sewer, or other grease removal device.
 - (6) Using hot water or chemicals, bacteria, enzymes, or other products to emulsify fats, oil, and /grease prior to discharging wastewater into the POTW; provided, however, that products may be added to floor drains and other kitchen fixtures to keep the plumbing between the kitchen and the grease removal device clear if such products are used according to their labels and do not interfere with the operation or performance of the grease removal device. Labels and other product descriptions must be kept on file with the food service establishment for at least three (3) years. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-360. - Wastewater analysis.

When requested by the ~~Town Administrator/Clerk~~, a user must submit information on the nature and characteristics of its wastewater within the time specified by the ~~Administrator/Clerk~~ Town Administrator. The ~~Administrator/Clerk-Town Administrator~~ is authorized to prepare a form for this purpose and may periodically require users to update this information.

(Ord. No. 8-2008, 7-22-08)

Sec. 13-1-370. - Signatures and certification.

When required, user applications, surveys, questionnaires, and reports must be signed by an authorized representative of the user and contain the following certification statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-380. - Other jurisdictions.

- (a) If another jurisdiction, or user located within another jurisdiction, contributes wastewater to the POTW, the Town shall enter into an intergovernmental agreement with the contributing jurisdiction.
- (b) Such intergovernmental agreement shall ensure that discharges received from entities outside of the Town's jurisdictional boundaries are regulated to the same extent as are discharges from within the Town's jurisdictional boundaries.
- (c) Such intergovernmental agreement shall also include approval of such contributing jurisdiction as to the territory in which service is to be rendered by the Town. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-390. - Baseline monitoring reports.

- (a) Within one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 C.F.R 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the ~~Administrator/Clerk-Town Administrator~~ a report which contains the information listed at 40 C.F.R 403.12(b)(1)—(7). Sampling types shall be as specified at 40 C.F.R. 403.12(g)(3) and (4).
- (b) At least ninety (90) days prior to commencement of discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the ~~Administrator/Clerk-Town Administrator~~ a report which contains the information listed 40 C.F.R 403.12(b)(1)—(5). Sampling types shall be as specified at 40 C.F.R. 403.12(g)(3) and (4). A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-400. - Compliance schedule.

If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the user shall submit to the ~~Administrator/Clerk-Town Administrator~~ the shortest schedule by which the user will provide such additional pretreatment and/or operation and maintenance to meet the pretreatment standards and requirements. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this Section must meet the requirements contained at 40 C.F.R 403. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-410. - Reports on compliance.

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to pretreatment standards and requirements shall submit to the ~~Administrator/Clerk-Town Administrator~~ a report containing the information described in 40 C.F.R 403.12(b)(4)—(6) using the sampling types specified at 40 C.F.R 403.12(g)(3) and (4). All compliance reports must be signed and certified in accordance with Section 13-1-370. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-420. - Compliance reports.

- (a) All significant industrial users shall, at a frequency determined by the ~~Administrator/Clerk-Town Administrator~~ but in no case less than once per six (6) months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and/or maximum daily flow for the reporting period. All periodic compliance reports must be signed and certified in accordance with Section 13-1-370.
- (b) All wastewater samples must be representative of the user's discharge. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- (c) If a user subject to the reporting requirement in this Section monitors any pollutant more frequently than required by the ~~Administrator/Clerk-Town Administrator~~, using the procedures prescribed in Section 13-1-480, the results of this monitoring shall be included in the report. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-430. - Reports of changed conditions.

All industrial users shall promptly notify the ~~Administrator/Clerk~~ Town Administrator in advance of any planned substantial changes in the volume or character of pollutants of its discharge including the listed or characteristic hazardous wastes for which the industrial user has submitted initial notification under Section 13-1-470. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-440. - Reports of potential problems.

- (a) In the case of any discharge, including, but not limited to, a noncustomary batch discharge or a slug discharge, that may cause potential problems for the POTW, the user shall immediately telephone and notify the ~~Administrator/Clerk~~ Town Administrator of the incident. This notification shall include, at a minimum, the location of the discharge, type of waste, concentration and volume, and corrective actions taken by the user.
- (b) Within five (5) days following such discharge, the user shall, unless waived by the ~~Town Administrator/Clerk~~, submit a detailed written report describing the cause(s) of the discharge and the measure(s) to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this Article I, Division 2. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-450. - Reports and information.

All users connected to, or proposing to connect to, the POTW shall provide appropriate reports, or information to the ~~Administrator/Clerk~~ Town Administrator as the ~~Administrator/Clerk~~ Town Administrator may require in order to achieve the requirements of this Article I, Division 2. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-460. - Notice of violation; repeat sampling and reporting.

If sampling performed by a user indicates a violation, the user must notify the ~~Administrator/Clerk~~ Town Administrator within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the ~~Administrator/Clerk~~ Town Administrator within seven (7) days after becoming aware of the violation. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-470. - Discharge of hazardous waste.

- (a) No user shall discharge hazardous waste without first obtaining a permit from the Town.
- (b) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 C.F.R Part 261. Such notification must include the information specified in 40 C.F.R 403.12(p) and pretreatment standard operating procedures.
- (c) Dischargers are exempt from the requirements of subsections (a) and (b) above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 C.F.R 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 C.F.R 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
- (d) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the POTW, the EPA Regional Waste Management Waste Division ~~Administrator/Clerk~~ Town Administrator, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- (e) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

- (f) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this Article I, Division 2, a permit issued thereunder, or any applicable Federal or State law.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-480. - Analytical requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 C.F.R Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 C.F.R Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-490. - Sample collection.

- (a) Except as indicated in subsection (b), below, a user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the ~~Administrator/Clerk-Town Administrator~~ may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.
- (b) Grab samples must be used for oil and grease, temperature, pH, cyanide, total phenols, and volatile organic compounds. Temperature and pH must be an instantaneous measurement.
- (c) Samples shall be collected using protocols (including appropriate preservation) specified in 40 C.F.R. Part 136, approved EPA methodologies, and appropriate EPA guidance. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-500. - Reports received.

Reports will be deemed to have been submitted on the date postmarked. For reports which are not postmarked the date of receipt of the report shall govern. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-510. - Record keeping.

- (a) Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements.
- (b) Records shall include, at a minimum, the date, exact place, method, and time of sampling, and the name of the person(s) taking the sample(s); the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.
- (c) These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the Town, or where the user has been specifically notified of a longer retention period by the ~~Administrator/Clerk-Town Administrator~~. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-520. - Right of entry: Inspection and sampling.

- (a) The ~~Administrator/Clerk-Town Administrator~~ shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this Article I, Division 2 and any wastewater discharge permit or order issued hereunder. Users shall allow the ~~Administrator/Clerk-Town Administrator or other authorized Town representative~~ ready access to all parts of the premises for the purposes of inspection, [photographic documentation](#), sampling, records examination and copying, noncompliance investigation, and the performance of any additional duties.
- (b) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the ~~Administrator/Clerk-Town Administrator or other~~

Town authority will be permitted to enter without delay for the purposes of performing specific responsibilities.

- (c) Unreasonable delays in allowing the Administrator/Clerk-Town Administrator Town Administrator or other Town authority access to the user's premises shall be considered a violation of this Article I, Division 2. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-530. - Search warrants.

If the Administrator/Clerk-Town Administrator or other Town authority has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Article I, Division 2, or that there is a need to inspect and/or sample to verify compliance with this Article I, Division 2 or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Administrator/Clerk-Town Administrator or other Town authority may seek issuance of a search warrant from the court with appropriate jurisdiction. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-540. - Confidentially.

- (a) Information and data on a user obtained from reports, surveys, permit applications, discharge permits and monitoring programs, and from inspection and sampling activities, shall be available to the public without restriction subject to the provisions of the Colorado Open Records Law.
- (b) Information and data which is effluent data will not be recognized as confidential information and will be available to the public without restriction. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-550. - Publication.

The Administrator/Clerk-Town Administrator shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of the users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment requirements. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-560. - Criteria.

An industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of measurements taken for the same parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined in Section 13-1-230;
- (b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of measurements taken for the same pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined in Section 13-1-230(a), multiplied by the applicable criteria (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
- (c) Any other discharge violation of a pretreatment standard or requirement that the Administrator/Clerk-Town Administrator determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
- (d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Administrator/Clerk-Town Administrator's authority to halt or prevent such a discharge;
- (e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (f) Failure to provide within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

- (g) Failure to accurately report noncompliance; or
- (h) Any other violation or group of violations, including violations of BMPs, which the Administrator/ClerkTown Administrator determines will adversely affect the operation or implementation of the local pretreatment program. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-570. - Emergency suspensions.

- (a) The Administrator/ClerkTown Administrator may immediately suspend a user's discharge after notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons, environment, or the POTW.
- (b) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Administrator/ClerkTown Administrator may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Administrator/ClerkTown Administrator may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Administrator/ClerkTown Administrator that the period of endangerment has passed, unless termination proceedings are initiated against the user.
- (c) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the cause(s) of the harmful contribution and the measure(s) taken to prevent any future occurrence, to the Administrator/ClerkTown Administrator.
- (d) Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-580. - Water supply severance.

Whenever a user continues to violate any provision of this Article I, Division 2, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-590. - Inspection fees.

An industrial user may be inspected periodically to determine compliance with applicable requirements of this Article I, Division 2. No fee will be charged where the purpose of the first inspection is to determine compliance. However, if a user is not in compliance, a re-inspection fee shall be charged on the user's utility bill for each inspection thereafter until compliance is achieved. Said fee shall be in an amount as established by resolution of the Town Board and shall be in addition to any other fees and charges permitted under this Article I, Division 2. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-600. - Upset.

- (a) For the purposes of this section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (b) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements at 40 C.F.R 403.16(c) are met.
- (c) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- (d) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-610. - Affirmative defense.

- (a) A user shall have an affirmative defense to an enforcement action brought against it alleging a violation of the general prohibitions in Section 13-1-250(a), or the specific prohibitions in Sections 13-1-250(b)(3) through (b)(7), if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference; and
 - (1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
 - (2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the Town was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-620. - Bypass.

For the purposes of this section, bypass means the intentional diversion of wastestreams from any portion of a user's treatment facility.

- (a) An industrial user may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs b and c of this section.
- (b) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Administrator/ClerkTown Administrator, at least ten (10) days before the date of the bypass, if possible.
 - (1) A user shall submit oral notice to the Administrator/ClerkTown Administrator of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Administrator/ClerkTown Administrator may waive the written report on a case-by case basis if the oral report has been received within twenty-four (24) hours.
- (c) Bypass is prohibited, and the Administrator/ClerkTown Administrator may take an enforcement action against a user for a bypass, unless:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The user submitted notices as required in subsection (b) above. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-630. - Pretreatment charges and fees.

The Town may adopt reasonable fees for reimbursement of costs of operating the Town's pretreatment program which may include:

- (a) Fees for wastewater discharge permit applications including the cost of processing such applications;
- (b) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
- (c) Fees for reviewing and responding to accidental discharge procedures and construction;

- (d) Fees for filing appeals; and
- (e) Other fees as the Town may deem necessary to carry out the requirements contained herein. These fees may be included on the user's utility bill, relate solely to the matters covered by this Article I, Division 2, and are separate from all other fees, fines, and penalties chargeable by the Town. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-640. - Severability.

If any provision of this Article I, Division 2 is invalidated by any court of competent jurisdiction, the remaining provisions shall not be ~~ea~~ffected and shall continue in full force and effect. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-650. - Fraud and false statements.

It is unlawful for any person to knowingly make a false statement, representation or certification in any record, report, or other document submitted or required to be maintained under this Article I, Division 2. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-660. - Cost recovery.

Any user that violated any of the provisions of this Article I, Division 2 or that discharges or causes a discharge producing a deposit or obstruction or causes damage to or impairs the POTW shall be liable to the Town for any expense, loss, or damage caused by such violation or discharge. The Town shall charge the user for the cost incurred by the Town for any monitoring surveillance, cleaning, repair, or replacement work caused by the violation or discharge and for costs incurred by the Town in investigating the violation or discharge and in enforcement this Article I, Division 2, including reasonable attorney fees, court costs, and other expenses of litigation. (Ord. No. 8-2008, 7-22-08)

Sec. 13-1-670. - Leased property.

In situations involving leased or rented property, not resolved with the tenant, the owner or authorized representative of the property shall be notified of continued violations and is responsible for assuring compliance with the standards and requirements of this Article I, Division 2. (Ord. No. 8-2008, 7-22-08)

ARTICLE 2 - Cross-Connection Controls

Sec. 13-2-10. - Purpose.

The purpose of this Article is to:

- (1) Protect the Town's systems from the possibility of contamination or pollution by isolating within its customers' internal distribution systems or its customers' private water systems such contaminants or pollutants which could backflow or backsiphon into the Town's water systems;
- (2) Promote the elimination or control of existing cross-connections, actual or potential, between its customers' in-plant potable water systems and nonpotable water systems, plumbing fixtures and industrial piping systems; and
- (3) Provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of the potable water system. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

Sec. 13-2-20. - Definitions.

As used in this Article, the following words shall have the meanings ascribed to them:

Air-gap means the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or the device and the flood level rim of said vessel. An approved air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the top of the rim of the vessel, and in no case less than one (1) inch. When an air-gap is used at the service connection to prevent the contamination or pollution of the public potable water system, an emergency bypass shall be installed around the air-gap system and an approved reduced pressure principal device shall be installed in the bypass system

Approved means accepted by the Town as meeting the applicable specification stated or cited in this Chapter, or as suitable for the proposed use.

Auxiliary water supply means any water supply on or available to the premises other than the Town's approved public potable water supply. These auxiliary waters may include water from another supplier's public potable water supply or any natural sources such as wells, springs, rivers, streams, irrigation canals, reservoirs, lakes, etc., or used waters or industrial fluids. These waters may be polluted or contaminated or may be objectionable and constitute an unacceptable water source over which the Town does not have sanitary control.

Back pressure means backflow caused by a pump, elevated tank, boiler or means that could create pressure within the system greater than the system pressure.

Backflow preventer means a device or means designed to prevent backflow or back-siphonage.

Back-siphonage means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

Certified inspector and tester means a person who has passed a state approved and/or sponsored testing and inspection course and who is listed by the state as a certified inspector/tester.

Check valve means a self-closing device which is designed to permit the flow of fluids in one (1) direction and to close if there is a reversal of flow.

Colorado Department of Health Cross-Connection Control Manual means a manual that has been published by the state addressing cross-connection control practices which will be used as a guide for the Town in implementing the cross-connection control program.

Contamination means impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.

Critical level means the critical level C-L or C/L marking on a backflow prevention device or vacuum breaker which is a point conforming to approved standards and established by the testing laboratory (usually stamped on the device by the manufacturer), which determines the minimum elevation above the flood-level rim of the fixture or receptacle served at which the device may be installed. When a backflow prevention device does not bear a critical level marking the bottom of the vacuum breaker, combination valve, or the bottom of any such approved device shall constitute the critical level.

Cross-connection means any physical arrangement whereby a Town's water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the Town's water supply as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices and other temporary or permanent devices through which, or because of which, backflow control could occur are considered to be cross-connections.

Cross-connections—Controlled means the connection between a potable water system and a nonpotable water system with an approved backflow prevention device properly installed that will continuously afford the protection commensurate with the degree of hazard.

Double check valve assembly means an assembly of two (2) independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and Town-approved testing establishment for backflow prevention devices. To be approved, these devices must be readily accessible for in-line maintenance and testing.

Flood-level rim means the edge of the receptacle from which water overflows.

~~*Hazard, degree of* is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.~~

~~*Hazard, health* means any condition, device or practice in the water supply system and its operation which could create or, in the judgment of the Public Works Director, may create a danger to the health~~

and well-being of the water consumer. An example of a health hazard is a structural defect, including cross-connections, in a water supply system.

Hazard, plumbing means a plumbing-type cross-connection in a consumer's potable water system that has not been properly protected by vacuum breaker, air-gap separation or backflow prevention device. Unprotected plumbing-type cross-connections are considered to be a health hazard.

Hazard, pollutional means an actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system which would constitute a nuisance, be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

Hazard, system means an actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination which would be a protracted effect on the quality of the potable water in the system.

Industrial fluids system means any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollutional or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to, polluted or contaminated waters; all types of process waters and user waters originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, irrigation canals, reservoirs and systems, etc.; oils, gases, glycerin, paraffins, caustic and acid solutions; and other liquid and gaseous fluids used in industrial or other purposes or for firefighting purposes.

Mayor means the Mayor of the Town or his or her duly authorized representative.

Nonpotable water means water that is not safe for human consumption or that is of questionable potability.

Pollution means the presence of any foreign substance (organic, inorganic, radiological or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.

Potable water means water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical and radiological quality shall conform with the State's Drinking Water Regulations.

Reduced pressure principal device means an assembly of two (2) independently operating approved check valves with an automatically operating differential relief valve between the two (2) check valves tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and Town-approved testing agency for backflow prevention on assemblies. The device shall operate to maintain the pressure in the zone between the two (2) check valves at a level less than the pressure on the Town's supply side of the device. At cessation of normal flow, the pressure between the two (2) check valves shall be less than the pressure on the Town's supply side of the device. In case of leakage of either of the check valves, the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two (2) pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved, these devices must be readily accessible for in-line maintenance and testing and be installed in a location where no part of the device will be submerged.

Submerged inlet means a water pipe or extension thereto from a Town's water supply terminating in a tank, vessel, fixture or appliance which may contain water of questionable quality or waste or other contaminant and which is unprotected against backflow.

Vacuum means any pressure less than that exerted by the atmosphere.

Vacuum breaker, atmospheric nonpressure type means a vacuum breaker designed so as not to be subjected to static line pressure or installed where it would be under pressure for not more than twelve (12) hours in any twenty-four-hour period.

Vacuum breaker, pressure type means a vacuum breaker designed so as not to be subjected to static line pressure.

Water service connection means the terminal end of a service connection from the public potable water system; i.e., where the Town loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There shall be no unprotected take-offs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the Town's water system. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

Sec. 13-2-30. - Policy.

- (a) No water service connection shall be installed or maintained by the Town unless the water supply is protected as required by state laws and regulation and this Chapter. Service of water to any premises shall be discontinued by the Town if a backflow prevention device required by this Chapter is not installed, tested and maintained; if it is found that a backflow prevention device has been removed or bypassed; or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected. Any person commits a misdemeanor when such person:
- (1) Connects any pipe, tube, stopcock curb stop or contrivance with any main or service line supplying water to any property and does not install, test and maintain a backflow prevention device if one (1) is required by this Chapter;
 - (2) Removes or bypasses an existing backflow prevention device; or
 - (3) Allows an unprotected cross-connection to exist on the premises;

Each day that such violation continues to exist shall be considered a separate offense.

- (b) The customer's system shall be open for inspection at all reasonable times to authorized representatives of the Public Works Director to determine whether cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Public Works Director shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the conditions in conformance with state and Town statutes relating to plumbing and water supplies and the regulations adopted pursuant thereto.
- (c) An approved backflow prevention device shall be installed on all Commercial, Industrial, and multi-family dwelling properties, depending on degree of hazard. Such a device shall be installed at or near the property line or immediately inside the building being served but, in all cases, before the first branch line leading off the service line. wherever the following conditions exist:
- (1) In the case of premises having an auxiliary water supply which is not or may be of sanitary, bacteriological or chemical quality and which is not acceptable as an additional source by the Public Works Director, the Town's water system shall be protected against backflow from the premises by installing a backflow prevention device in the service line appropriate to the degree of hazard.
 - (2) In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the Town's water system, the public system shall be protected against backflow from the premises by installing a backflow prevention device in the service line appropriate to the degree of hazard. This shall include the handling of process waters and waters originating from the utility system which have been subject to deterioration in quality.
 - (3) In the case of premises having either internal cross-connections that cannot be permanently corrected and controlled or intricate plumbing and piping arrangements, or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the Town's water system shall be protected against backflow from the premises by installing a backflow prevention device in the service line.

(d) The type of protective device required under Paragraphs (1), (2) and (3) below shall depend upon the degree of hazard which exists, as follows:

- (1) In the case of any premises where there is an auxiliary water supply ~~as stated in Subsection (c)(1) above~~ and it is not subject to any of the following rules, the Town's water system shall be protected by an approved air-gap separation or an approved reduced pressure principal backflow prevention device.
- (2) In the case of any premises where there is water or substance that would be objectionable but not hazardous to health, if introduced into the Town's water system, the Town's water system shall be protected by an approved double-check valve assembly.
- (3) In the case of any premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the Town's water system, the Town's water system shall be protected by an approved air-gap separation or an approved reduced pressure principal backflow prevention device. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.
- (4) In the case of any premises where there are uncontrolled cross-connections, either actual or potential, the Town's water system shall be protected by an approved airgap separation or an approved reduced pressure principal backflow prevention device at the service connection.
- (5) In the case of any premises where, because of security requirements or other prohibitions or restrictions it is impossible or impractical to make a complete in-plant cross-connection survey, the Town's water system shall be protected against backflow or back-siphonage from the premises by the installation of a backflow prevention device in the service line. In this case, maximum protection will be required; that is, an approved air-gap separation or an approved reduced-pressure principal backflow prevention device shall be installed in each service to the premises.

(e) Any backflow prevention device required herein shall be of a model and size approved by the Public Works Director and described in the Town of Wellington Standard Design Criteria and Standard Construction Requirements, as revised in 2017 or later. ~~Approved backflow prevention device means a device that has been manufactured in full conformance with the standards established by the American Water Works Association entitled AWWA Q506-78 Standards for Reduced Pressure Principal and Double Check Valve Backflow Prevention Devices, and has met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California established by Specifications of Backflow Prevention Devices — #69-2, dated March, 1969, or the most current issue. Said AWWA and FCCC&HR standards and specifications have been adopted by the Town. Final approval shall be evidenced by a certificate of approval issued by an approved testing laboratory, certifying full compliance with said AWWA standards and FCCC&HR specifications. The following testing laboratory has been qualified by the Public Works Director to test and certify backflow preventers:~~

~~Foundation _____ for _____ Cross-Connection _____ Control _____ & _____ Hydraulic _____ Research
University _____ of _____ Southern _____ California
University _____
Los Angeles, California 90007 _____ Park~~

~~Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the Public Works Director. Backflow preventers which may be subjected to back pressure or back-siphonage, that have been fully tested and have been granted a certificate of approval by said qualified laboratory and that are listed on the laboratory's current list of approved devices may be used without further test of qualification.~~

(f) It shall be the duty of the customer-user at any premises where backflow devices are installed to have certified inspections and operational tests made at least once per year. In those instances where the Public Works Director deems the hazard to be great enough, he or she may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the

water user and shall be performed by a certified inspector/tester. These devices shall be repaired, overhauled or replaced at the expense of the customer-user whenever said devices are found to be defective. Records of such tests, repairs and overhauls shall be kept and submitted to the Town within thirty (30) days after the device has been tested and/or inspected. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

Sec. 13-2-40. - Existing cross-connections.

Within a reasonable time following the adoption of the regulation, existing cross-connections between the Town's water system and any secondary water system shall be eliminated or protected by means of an approved backflow preventer. The following entities will install devices within one (1) year: sewage treatment plants, hospitals, mortuaries and industrial establishments that manufacture materials that can exhibit health hazards. Any person who fails to eliminate or protect existing cross-connections by means of a backflow preventer within the time specified above commits a misdemeanor. Each day that such violation continues to exist shall be considered a separate offense. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

Sec. 13-2-50. - Specific system requirements.

(a) Irrigation systems. The following guidelines relating to backflow prevention devices for irrigation systems shall apply:

- (1) Atmospheric vacuum breakers shall be installed after the last control valve of each sprinkler circuit and at a minimum of six (6) inches above the highest irrigation head. The atmospheric vacuum breaker shall be installed only on irrigation circuits with heads that will not return any pressure in the circuit when the circuit control valve is closed.
- (2) Pressure vacuum breakers shall be installed at the beginning of each irrigation circuit and at a minimum of twelve (12) inches above the highest irrigation head on the circuit. Individual irrigation circuits having quick-coupling valves or other similar type heads that will permit pressure to be retained in the circuit shall have a pressure vacuum breaker installed as a minimum requirement for each circuit. Irrigation systems using the subsurface drip method shall have a pressure vacuum breaker on each circuit. A pressure vacuum breaker may not be installed where a double-check valve assembly, reduced-pressure principal backflow prevention device or air-gap separation is required.
- (3) A double-check valve assembly may be installed to serve multiple irrigation circuits in lieu of vacuum breakers on each individual irrigation circuit.
- (4) A reduced-pressure principal backflow preventer or air-gap separation shall be required before any piping network in which fertilizers, pesticides and other chemicals or toxic contaminants are injected or siphoned into the irrigation system.

(b) Fire systems. Water systems for fighting fire, derived from a supply that cannot be approved as safe or potable for human use, shall whenever practicable be kept wholly separate from drinking water pipelines and equipment. In cases where the domestic water system is used for both drinking and firefighting purposes, approved backflow prevention devices shall be installed to protect such individual drinking water lines as are not used for firefighting purposes. It is the responsibility of the person causing the introduction of said unapproved or unsafe water into the pipelines to see (1) that a procedure be developed and carried out to notify and protect users of this piping system during the emergency; and (2) that special precautions be taken to disinfect thoroughly and flush out all pipelines which may have become contaminated before they are again used to furnish drinking water. In the event the means of protection of water customers is by disinfection of the auxiliary firefighting supply, the installation and its use shall be thoroughly reliable. When disinfection of the auxiliary supply itself is depended upon to render the water safe, the means of applying the disinfectant under this regulation shall be automatic with operation of the pumps employed with the dangerous water in question. Adequate supplies of chlorine or its compounds must be kept on hand at all times. Chlorine dosing equipment shall be tested daily and kept in good operating condition. The Town's water supply must be protected against backflow from dual domestic fire systems. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

ARTICLE 3 - Sewer Regulations

Sec. 13-3-10. - Drainage into sanitary sewers prohibited.

No leaders from roofs and no surface drains for rainwater shall be connected to any sanitary sewer. No surface or storm water, seepage, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever. (Prior code 7.02.06)

Sec. 13-3-20. - Combined sewers.

No combined sewer or storm sewer or drain shall be connected to the sewage works. All storm waters, cooling waters and unpolluted industrial process waters shall be disposed of as directed by the Town. (Prior code 7.02.06)

Sec. 13-3-30. - Types of wastes prohibited.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- (1) Any liquid or vapor having a temperature higher than one hundred ~~fortyfive~~ (140) degrees F.
- (2) Any water or waste which may contain more than ~~one hundred ten~~ (100) parts per million, by weight, of fat, oil or grease.
- (3) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- (4) Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch in any dimension.
- (5) Any ashes, cinders, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer works.
- (6) Any water or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
- (7) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constituting a hazard to humans or animals or creating any hazard in the receiving waters of the sewage treatment plant.
- (8) Any waters or wastes containing solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
- (9) Any noxious or malodorous gas or substance capable of creating a cleansing material that is not readily biologically degradable or which contains substances of a cationic nature that cannot be removed from water except by dehydration or electrolic process). (Prior code 7.02.06)

Sec. 13-3-40. - Interceptors required.

- (a) Unless written approval is given by the Town, grease traps or interceptors are required for all new construction of food-serving, food-preparing, food-catering, meal-cutting establishments; fish, fowl, or animal slaughter houses; soap factory, tallow-rendering, fat-rendering, hide-curing establishments and other establishments capable of discharging large amounts of grease into the sanitary sewer system. A grease trap or interceptor shall also be required for the above listed existing businesses upon a remodel or when deemed necessary by the administrative authority of the Town. In the case when an existing business is required to install a grease trap or interceptor, the owner shall be entitled to a rebate of twenty-five percent (25%) on the total cost of installing said trap or interceptor upon proof of expense. Nothing in this Section shall be interpreted to require a trap or interceptor for buildings used for residential purposes.
- (b) Oil and sand interceptors shall be provided when, in the opinion of the Town's administrative authority, they are necessary for the proper handling of liquid wastes, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used for residential purposes.
- (c) All interceptors shall be of a type and capacity as specified by the adopted ~~Uniform-International~~ Plumbing Code or as approved by the administrative authority, and shall be so located as to be readily

and easily accessible for cleaning and inspection. (Prior code 7.02.06; Ord. 10-1997 §1; Ord. 11-2007 §1)

Sec. 13-3-50. - Maintenance of interceptors.

All grease, oil and sand interceptors shall be maintained by the owner, at his or her expense, in continuously efficient operation at all times. (Prior code 7.02.06)

Sec. 13-3-60. - Preliminary treatment of wastes.

(a) The admission into the public sewers of any waters or wastes: (i) having a five-day biochemical oxygen demand greater than three hundred (300) parts per million by weight; (ii) containing more than three hundred (300) parts per million of weight of suspended solids; or (iii) having an average daily flow greater than two percent (2%) of the average daily sewage flow of the Town shall be subject to the review and approval of the Town. Where necessary, in the opinion of the Town, the owner shall provide, at his or her expense, such preliminary treatment as may be necessary to:

- (1) Reduce the biochemical oxygen demand to three hundred (300) parts per million by weight;
- (2) Reduce objectionable characteristics or constituents to within the maximum limits provided for in ~~Section 13-3-20~~; ~~by this Article and applicable law~~ or
- (3) Control the quantities and rates of discharge of such waters and wastes.

(b) Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Town, and no construction of such facilities shall be commenced until said approvals are obtained in writing. (Prior code 7.02.06)

Sec. 13-3-70. - Maintenance of pretreatment facilities.

Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense. (Prior code 7.02.06)

Sec. 13-3-80. - Control manholes.

When required by the Town, the owner of any property ~~served by the side sewer~~ carrying industrial wastes shall install a suitable control manhole ~~in the side sewer~~ to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Town. The manhole shall be installed by the owner at his or her expense and shall be maintained by him or her so as to be safe and accessible at all times. (Prior code 7.02.06)

Sec. 13-3-90. - Special agreements.

No statement contained in this Subsection shall be construed as preventing any special agreement or arrangement between the Town and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment, subject to payment therefor by the industrial concern and subject to such terms and conditions as might be required by the Town. (Prior code 7.02.06)

Sec. 13-3-100. - Measurement and tests.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in Sections 13-3-30 and 13-3-80 shall be determined in accordance with standard methods and shall be determined at the control manhole provided for in Section 13-3-80 or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which ~~the side sewer~~ is connected. (Prior code 7.02.06; Ord. 11-2007 §1)

Sec. 13-3-110. - Application.

This Article shall apply to all provisions of this Code regarding use of the sanitary sewer system. (Prior code 7.02.06)

ARTICLE 4 - Water Enterprise

Sec. 13-4-10. - Establishment of Enterprise.

Town of Wellington, Colorado, Water Enterprise (the "Enterprise") is hereby established pursuant to the provisions of the Act as an enterprise of the Town within the meaning of art. X, § 20 of the Colorado Constitution. (Ord. No. 6-2001, § 1, 3-13-01)

Sec. 13-4-20. - Ownership of Enterprise.

The Enterprise shall be wholly owned by the Town and shall not be combined with any water activity enterprise owned by another district. (Ord. No. 6-2001, § 2, 3-13-01)

Sec. 13-4-30. - Water activities.

The Enterprise may conduct one or more water activities as may be determined by the governing body of the Enterprise, including, but not limited to, the diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange or discharge of water, the provision of wholesale or retail water services and the acquisition of water or water rights ("Water Activities"). (Ord. No. 6-2001, § 3, 3-13-01)

Sec. 13-4-40. - Governing body.

The Board shall serve as the governing body of the Enterprise, and the officers of the Board shall serve as officers of the Enterprise. The Mayor of the Town shall serve as President of the Enterprise; the Town Clerk shall serve as Secretary of the Enterprise; the Treasurer of the Town shall serve as Treasurer of the Enterprise; and the Town Attorney shall serve as the Attorney for the Enterprise. (Ord. No. 6-2001, § 4, 3-13-01; Ord. No. 9-2001, § 1, 5-8-01)

Sec. 13-4-50. - Powers of Enterprise.

The Enterprise shall have and may exercise the following powers in furtherance of its purposes: to hold meetings concurrently with regular or special meetings of the Board, to adopt ordinances and resolutions in the manner in which Town ordinances and resolutions may be adopted, to issue water revenue bonds in the manner prescribed by the Act without voter approval in advance, to pledge any revenues derived or to be derived from the water functions, services, benefits or facilities of the Town or the Enterprise or any other available funds of the Enterprise to the payment of such revenue bonds and to pay such revenue bonds therefrom, to enter into contracts relating to the water system of the Town (the "System") in the manner in which Town contracts may be entered into, to contract with the Colorado Water Conservation Board or any other governmental source of funding for loans and grants relating to Water Activity enterprise functions, to contract with the Colorado Water Resources and Power Development Authority for loans or other available financial assistance related to Water Activity enterprise functions, to make representations, warranties and covenants on behalf of the Town and to bind the Town to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the Town without adequate present cash reserves pledged irrevocably and held for payments in all future years, and to exercise the Town's legal authority relating to Water Activities. Notwithstanding the foregoing, the Enterprise may not levy a tax that is subject to art. X, § 20(4) of the Colorado Constitution or exercise any other governmental powers of the Town.

(Ord. No. 6-2001, § 5, 3-13-01)

Sec. 13-4-60. - Powers retained in Town.

The Town shall continue to own the assets of the System, acquire and convey properties constituting part of the System, manage, operate and maintain the System, employ and discharge the officers, managers and employees of the System, keep books and records relating to the System, invest and manage funds, budget and appropriate revenues and expenditures of the System, award and execute contracts and make expenditures relating to the System, fix, adjust and collect water rates, fees, tolls and charges and tap fees, and prescribe rules and regulations relating to the System. The Town may also borrow money, issue bonds or enter into other financial obligations relating to the System as provided in the Colorado Constitution and statutes.

(Ord. No. 6-2001, § 4, 3-13-01)

Sec. 13-4-70. - Prior acts.

All action not inconsistent with the provisions of this Article heretofore taken by the Town or its officers and otherwise directed toward the establishment and authorization of the Enterprise to have and exercise certain powers in furtherance of its purposes is hereby ratified, approved and confirmed.

(Ord. No. 6-2001, § 1, 3-13-01)

ARTICLE 5 - Wastewater Enterprise

Sec. 13-5-10. - Establishment of Enterprise.

The Town Wastewater Enterprise (the "Enterprise") is hereby established pursuant to the provisions of Part 1 of Article 45.1 of Title 37, C.R.S. (the "Act"), as an enterprise of the Town within the meaning of Article X, §20 of the Colorado Constitution. (Ord. 7-2001 §1; Ord. 11-2007 §1)

Sec. 13-5-20. - Ownership of Enterprise.

The Enterprise shall be wholly owned by the Town and shall not be combined with any wastewater activity enterprise owned by another district. (Ord. 7-2001 §2)

Sec. 13-5-30. - Wastewater activities.

The Enterprise may conduct one (1) or more wastewater activities as may be determined by the governing body of the Enterprise, including but not limited to the provision of wholesale or retail wastewater and designated stormwater services ("Wastewater Activities"). (Ord. 7-2001 §3)

Sec. 13-5-40. - Governing body.

The Board shall serve as the governing body of the Enterprise, and the officers of the Board shall serve as officers of the Enterprise. The Mayor of the Town shall serve as President of the Enterprise; the Town Clerk shall serve as Secretary of the Enterprise; the Treasurer of the Town shall serve as Treasurer of the Enterprise; and the Town Attorney shall serve as the Attorney for the Enterprise. (Ord. 7-2001 §4; Ord. 9-2001 §1; Ord. No. 9-2001, § 1, 5-8-01)

Sec. 13-5-50. - Powers of Enterprise.

(a) The Enterprise shall have and may exercise the following powers in furtherance of its purposes:

- (1) To hold meetings concurrently with regular or special meetings of the Board of Trustees;
- (2) To adopt ordinances and resolutions in the manner in which Town ordinances and resolutions may be adopted;
- (3) To issue wastewater and designated stormwater revenue bonds in the manner prescribed by the Act without voter approval in advance;
- (4) To pledge any revenues derived or to be derived from the wastewater or stormwater functions, services, benefits or facilities of the Town or the Enterprise or any other available funds of the Enterprise to the payment of such revenue bonds and to pay such revenue bonds therefrom;
- (5) To enter into contracts relating to the wastewater and stormwater system of the Town (the "System") in the manner in which Town contracts may be entered into;
- (6) To contract with the Colorado Water Conservation Board or any other governmental source of funding for loans and grants relating to wastewater and stormwater activity Enterprise functions;
- (7) To contract with the Colorado Water Resources and Power Development Authority for loans or other available financial assistance related to wastewater and stormwater activity Enterprise functions;
- (8) To make representations, warranties and covenants on behalf of the Town and to bind the Town to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the Town without adequate present cash reserves pledged irrevocably and held for payments in all future years; and
- (9) To exercise the Town's legal authority relating to wastewater and designated -stormwater activities.

- (b) Notwithstanding the foregoing, the Enterprise may not levy a tax that is subject to Article X, §20(4) of the Colorado Constitution or exercise any other governmental powers of the Town. (Ord. 7-2001 §5; Ord. 11-2007 §1)

Sec. 13-5-60. - Powers retained in Town.

The Town shall continue to own the assets of the System, acquire and convey properties constituting part of the System, manage, operate and maintain the System, employ and discharge the officers, managers and employees of the System, keep books and records relating to the System, invest and manage funds, budget and appropriate revenues and expenditures of the System, award and execute contracts and make expenditures relating to the System, fix, adjust and collect wastewater and stormwater rates, fees, tolls and charges and tap fees, and prescribe rules and regulations relating to the System. The Town may also borrow money, issue bonds or enter into other financial obligations relating to the System as provided in the Colorado Constitution and state statutes. (Ord. 7-2001 §6)

ARTICLE 6 - Stormwater Enterprise

Sec. 13-6-10. - Establishment of Enterprise.

Town of Wellington, Colorado, Stormwater Enterprise (the "Enterprise") is hereby established pursuant to the provisions of the Act as an enterprise of the Town within the meaning of Art. X, § 20 of the Colorado Constitution. (Ord. No. [6-2008](#), § 1, 7-8-08)

Sec. 13-6-20. - Ownership of Enterprise.

The Enterprise shall be wholly owned by the Town and shall not be combined with any stormwater activity enterprise owned by another district. (Ord. No. [6-2008](#), § 2, 7-8-08)

Sec. 13-6-30. - Stormwater activities.

The Enterprise may conduct one or more stormwater activities as may be determined by the governing body of the Enterprise, including, but not limited to, the diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange or discharge of stormwater, the provision of wholesale or retail stormwater services and the acquisition of stormwater or stormwater rights ("stormwater activities"). (Ord. No. [6-2008](#), § 3, 7-8-08)

Sec. 13-6-40. - Governing body.

The Board shall serve as the governing body of the Enterprise, and the officers of the Board shall serve as officers of the Enterprise. The Mayor of the Town shall serve as Chairman of the governing body of the Enterprise; the Clerk of the Town shall serve as Clerk of the Enterprise; the Treasurer of the Town shall serve as Treasurer of the Enterprise; and the Town Attorney shall serve as the Attorney for the Enterprise. (Ord. No. [6-2008](#), § 4, 7-8-08)

Sec. 13-6-50. - Powers of Enterprise.

The Enterprise shall have and may exercise the following powers in furtherance of its purposes: To hold meetings concurrently with regular or special meetings of the Board; to adopt ordinances and resolutions in the manner in which Town ordinances and resolutions may be adopted; to issue stormwater revenue bonds in the manner prescribed by the Act without voter approval in advance; to pledge any revenues derived or to be derived from the stormwater functions, services, benefits or facilities of the Town or the Enterprise or any other available funds of the Enterprise to the payment of such revenue bonds and to pay such revenue bonds therefrom; to enter into contracts relating to the stormwater system of the Town (the "System") in the manner in which Town contracts may be entered into; to contract with the Colorado Water Conservation Board or any other governmental source of funding for loans and grants relating to Stormwater Activity enterprise functions; to contract with the Colorado Water Resources and Power Development Authority for loans or other available financial assistance related to Stormwater Activity enterprise functions; to make representations, warranties and covenants on behalf of the Town and to bind the Town to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the Town without adequate present cash reserves pledged irrevocably and held for payments in all future years; and to exercise the Town's legal authority relating to Stormwater Activities. Notwithstanding the foregoing, the Enterprise may not levy a tax that is subject to Art. X, § 20(4) of the Colorado Constitution or exercise any other governmental powers of the Town. (Ord. No. [6-2008](#), § 5, 7-8-08)

Sec. 13-6-60. - Powers retained in Town.

The Town shall continue to own the assets of the System; acquire and convey properties constituting part of the System; manage, operate and maintain the System; employ and discharge the officers, managers and employees of the System; keep books and records relating to the System; invest and manage funds, budget and appropriate revenues and expenditures of the System; award and execute contracts and make expenditures relating to the System; fix, adjust and collect stormwater rates, fees, tolls and charges and tap fees; and prescribe rules and regulations relating to the System. The Town may also borrow money, issue bonds or enter into other financial obligations relating to the System as provided in the Colorado Constitution and statutes. (Ord. No. [6-2008](#), § 6, 7-8-08)

Sec. 13-6-70. - Prior acts.

All action not inconsistent with the provisions of this Article heretofore taken by the Town or its officers and otherwise directed toward the establishment and authorization of the Enterprise to have and exercise certain powers in furtherance of its purposes is hereby ratified, approved and confirmed. (Ord. No. [6-2008](#), § 7, 7-8-08)

ARTICLE 7 - Stormwater Drainage Fee

Sec. 13-7-10. - Purpose and intent.

The Board of Trustees hereby finds, determines and declares the necessity of providing for and maintaining a stormwater drainage facilities for the drainage and control of flood and surface waters within the Town, including areas to be subdivided and developed, in order that storm and surface waters may be properly drained and controlled, pollution may be reduced, the environment enhanced, and the health, safety and welfare of the Town and its inhabitants may be safeguarded and protected. The Town currently assesses road and other development impact fees that provide for storm drainage functions and the Town will in the future modify other fees and implement a stormwater impact fee or a stormwater facility reimbursement fee to be charged to no development. (Ord. No. [9-2008](#), § 1, 7-8-08)

Sec. 13-7-20. - Owners of property to provide on-site drainage facilities as a condition of development.

In accordance with the assumptions of the Boxelder Creek Regional Stormwater Master Plan and the Town's Standard Design Criteria and Standard Construction Standards the owners of property to be developed within the Town shall be required, as a condition of development, to provide, at their sole expense, such on-site stormwater drainage facilities as are required by the plan and made necessary by the development. Such requirements shall include an obligation of owners of property to provide facilities necessary to convey stormwater runoff to major drainage ways. Since the development of elevated land can increase the amount of stormwater runoff from such land onto adjoining lands at lower elevations, the owner of elevated land has the legal duty to prevent such increased runoff from doing damage to other lands, which duty shall be deemed satisfied if adequate facilities are installed as required by this Section. Thus, in determining under this Section what facilities a landowner shall be responsible for constructing, the amount of increased stormwater runoff that will result from the development shall be taken into account. (Ord. No. [9-2008](#), § 2, 7-8-08)

Sec. 13-7-30. - Stormwater utility enterprise.

- (a) The Board of Trustees hereby recognizes and confirms the operation of the stormwater drainage system (the "System") as an enterprise within the meaning of Section 20 of Article X of the State Constitution.
- (b) The Board of Trustees hereby formally establishes the Town's Stormwater Utility Enterprise for the purpose of continuing the operation of the system as a water activity enterprise and as an "enterprise" within the meaning of Section 20 of Article X of the State Constitution.
- (c) ~~The Board of Trustees hereby designates itself as the governing body of the Stormwater Utility Enterprise.~~
- (~~dc~~) To the extent it deems necessary, the Board of Trustees, as the governing body of the Stormwater Drainage Utility Enterprise, shall exercise the Town's legal authority relating to the System, but shall not levy a tax.
- (~~de~~) All action heretofore taken by the Board of Trustees or by the officers and employees of the Town directed toward the operation of the System as an "enterprise" under Section 20 of the Article X of the State Constitution is hereby ratified, approved and confirmed.

Sec. 13-7-40. - Adoption of Boxelder Creek Regional Stormwater Master Plan Boxelder Creek Regional Stormwater Master Plan.

The Boxelder Creek Regional Stormwater Master Plan was adopted by Resolution 13-2007. The Board finds and concludes that the adoption of the Boxelder Creek Regional Stormwater Master Plan was in the best interest of the health, safety and welfare of the citizens of the Town of Wellington. The Board further finds that the Boxelder Creek Regional Stormwater Master Plan provides an adequate, justifiable and reasonable basis upon which to assess stormwater basin fees established by this Article, as well as the collection of those fees and the acquisition and construction of stormwater facilities. (Ord. No. 9-2008, § 4, 7-8-08)

Sec. 13-7-50. - Stormwater monthly basin user fee.

A monthly basin user fee is hereby imposed upon each and every developed lot or parcel of land within the Town, as well as the owners thereof. This fee is deemed reasonable and necessary to pay for the operation, maintenance, administration, and routine functions of the existing Town stormwater drainage facilities and for the operation, maintenance, and administration of such future stormwater drainage facilities as may be established within the Town, and to pay for the design, right-of-way acquisition and construction or reconstruction of such existing and future Town stormwater drainage facilities. All of the proceeds of this fee are deemed to be in payment for the use of the stormwater drainage system by the real property on and with respect to which the fee is imposed upon the owners. Further, the Board of Trustees finds that this fee benefits all users of the Town's stormwater drainage facilities, by allowing for the construction, improvement, operation, and maintenance of stormwater drainage facilities in the Town that promote the health, safety, and welfare of such users during storms and floods.

- (a) In accordance with the Boxelder Creek Regional Stormwater Master Plan the board finds that the average residential property in Wellington creates two thousand (2,000) square feet of impervious surface area impacting storm drainage. Impervious area for commercial properties vary based upon multiple factors including use and lot size. For each commercial property and for residential properties with impervious area varying by more than twenty-five percent (25%) from the two thousand (2,000) square foot assumed impervious area, the Town Engineer shall determine the impervious area and fee that shall apply to such lot or parcel of land within the guidelines set forth herein.
- (b) Each lot or parcel of land shall be assessed a monthly base amount per square foot of based on the impervious area determined as set forth herein for that lot or parcel, such fee to be assessed for operations, maintenance and basin improvements shall be established and reviewed by the Board of Trustees by resolution and shall be determined by multiplying such impervious square footage area times the per square foot fee amount.
- (c) The monthly basin user fee shall not be collected in connection with any Town street, road or alley, or any railroad right-of-way used exclusively for trackage and related safety appurtenances.
- (d) The monthly basin user fee assessed hereby shall be segregated, credited and deposited in a special fund and shall not be transferred therefrom except to pay for expenses directly attributable to the stormwater drainage activities as aforesaid. The monthly basin user fee assessed hereby shall not be used for general or other governmental or proprietary purposes of the Town, except to pay for the equitable share of the cost of accounting and management thereof. The monthly basin user fee shall be collected, maintained, and expended in strict accordance with the requirements of Section 29-20-801, Colorado Revised Statutes, and subsequent amendments thereto. Nothing contained herein shall prohibit the Town from making temporary interfund loans or transfers as may be specifically allowed by law. (Ord. No. 9-2008, § 5, 7-8-08)

Sec. 13-7-60. - Billing for monthly basin user fee and administrative fee for the establishment of monthly basin user fee accounts.

The monthly basin user fee shall be billed and collected with the monthly utility bill for those lots or parcels of land utilizing other Town utilities, and shall be billed and collected separately for those lots or parcel of land, and owners thereof, not utilizing other Town utilities. All such bills for monthly basin user

fees shall be rendered monthly and shall become due and payable in accordance with the rules and regulations established by the Director of Finance for the collection of utility bills. A one-time administration fee shall be charged for the establishment of monthly basin user fee accounts. This fee shall be initially set at ten dollars (\$10.00) for each account established; such fee may be modified by the Board of Trustees by resolution. (Ord. No. [9-2008](#), § 7, 7-8-08)

Sec. 13-7-70. - Unpaid charges constitute a lien.

Any unpaid fee pursuant to this Article shall be a lien upon the property to which such fee is associated, from the date the fee becomes due until such fee is paid. The owner of every building, premises, lot, parcel, or house shall be obligated to pay the fee for all service provided by the Town by action at law or suit to enforce the lien. In the case that a tenant in possession of any premises or building shall pay the fee, it shall relieve the landowner from such obligation and lien, but the Town shall not be required to look to any person whatsoever other than the owner for the payment of the fee. No changes of ownership or occupation shall affect the application of this Ordinance, and the failure of any owner to learn that he or she purchased property against which a lien for fees under this Article exists, shall in no way affect the responsibility for such payment. Any delinquent amount may be enforced by assessment upon the property and premises served as well as certification to the treasurer of Larimer County for collection under and pursuant to the Wellington Municipal Code and the statutes of the State of Colorado. (Ord. No. [9-2008](#), § 8, 7-8-08)

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

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

**PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
AND ORDERED PUBLISHED BY TITLE AND ORDERED TO BECOME EFFECTIVE 30 DAYS FROM
THE DATE OF PUBLICATION.**

TOWN OF WELLINGTON

By: _____
Troy Hamman, Mayor

ORDINANCE 15- 2020

AN ORDINANCE REPEALING AND REENACTING CHAPTER 13, MUNICIPAL UTILITIES, OF THE WELLINGTON TOWN CODE

WHEREAS, the Town of Wellington has adopted Chapter 13 of the Town Code of the Town of Wellington, Colorado (the "Town Code"), addressing municipal utilities and their operations; and

WHEREAS, the Town Board of Trustees of the Town of Wellington, Colorado (the "Board of Trustees") has reviewed and wishes to adopt provisions addressing compliance with certain federal and state requirements and amending the Town Code to address utility operations.

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

- 1. Chapter 13 of the Town Code, addressing Municipal Utilities, is repealed, and reenacted in its entirety as follows:**

CHAPTER 13 - Municipal Utilities

ARTICLE 1 - Water, Sewer and Storm Drainage Utility

Division 1 - General Provisions

Sec. 13-1-10. - Definitions.

The words used in this Chapter shall have their common meaning unless that meaning is specifically modified by the definitions contained herein.

Delinquent account means any utility account assessed for Utility user charges which is not paid in full prior to the twentieth day of the month in which the bill is forwarded to the User.

Development shall be as defined in Chapter 16 of this Code.

Licensed plumber means a master plumber, journeyman plumber or residential plumber holding a current state license.

Meter size shall be determined by the inside diameter of the outlet side of the meter.

Person shall mean any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, limited liability company, partnership, association, or other legal entity.

Tap shall mean the point where the service line connects to the Town's main line.

Town of Wellington Construction Standards means the Standard Design Criteria and Standard Construction Requirements as adopted by the Town.

User means either the tenant or owner of a premises which is connected to the Town's water, sewer or storm drainage facilities.

Utilities or *Utility* means water, sewer, storm drainage utilities of the Town.

Utility Billing Clerk means that Person designated by the Town Administrator as the Town's Utility Billing Clerk.

Utility user charges or *user fees* or *user charges* means all charges imposed by the Town or the specific Town enterprise for water, sewer, storm drainage usage, including any administrative fees, interest, penalties and service charges imposed in accordance with this Chapter or imposed by State or other applicable law. (Prior code 7.01.01; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. 1-2016WE , 9-13-16)

Sec. 13-1-20. - Ownership; responsibility.

- (a) The Town shall own and maintain all parts of the water facilities used in the collection, treatment or distribution of water for municipal beneficial uses, except those portions identified as the property of the owner of property served. These facilities shall be known as the water Utility.
- (b) The Town shall own and maintain all parts of the sewer facilities used in the collection, treatment or disposal of sewage, except those portions identified as the property of the owner of property served. These facilities shall be known as the sewer Utility. The sewer Tap and all facilities from the Tap extending to and located on the owner's property shall be owned by and be the responsibility of the property owner.
- (c) Any Person who connects any pipe, tube, curb stop, wire, cord, motor or other instrument or contrivance with any main or service line supplying water to any property, or who turns on water for service to any property, without the knowledge and consent of the Town is guilty of a civil infraction of this Code. Each day that such violation continues to exist shall be considered a separate offense.
- (d) Any Person who in any manner alters, obstructs or interferes with the action of a water meter or the remote read-out attached to a water meter, without the knowledge and consent of the Town is guilty of a civil infraction of this Code. Each day that such violation continues to exist shall be considered a separate offense.
- (e) Any Person who causes damage in any form to the water or sewer facilities is guilty of a civil infraction of this Code. Each day that such violation continues to exist shall be considered a separate offense.
- (f) In addition to any other remedies, the Town Attorney, acting on behalf of the Town, may institute injunction, abatement or any other appropriate action to prevent, enjoin, abate or remove such violations, or to recover the cost of repairs to the facilities.
- (g) The Town shall own and maintain the water service line including the water Tap from the water main to the owner's property line. The Town shall also own and maintain the curb stop at the property line, the meter pit, yoke, meter and remote readout associated with the water service. The property owner shall own and maintain the water service line that is on his or her property.
- (h) The property owner shall own and maintain the sewer Tap and the sewer service line from the Tap to the owner's property including from the owner's premises to the connection to the sewer main.
- (i) It shall be the duty of the User to promptly notify the Town of any leaks in the water service line or apparent malfunction of the water meter or remote readout. The Town shall investigate User-reported problems and repair or replace any malfunctioning water meter or remote readout. The Town shall use reasonable efforts to repair or replace any malfunctioning water meter or remote readout within three (3) working days of notification and repair or replace that portion of the water service line owned by the Town found to be leaking within five (5) working days. If the Town discovers that a meter or remote readout is not recording properly, the Town shall use reasonable efforts to repair or replace the water meter or remote readout within three (3) working days of its discovery. In those instances, where it is necessary to make arrangements with the User for access to the property to investigate complaints or accomplish necessary repairs, those arrangements shall constitute compliance with this Subsection.
- (j) The property of any Utility User may be inspected at any time for the purpose of examining the condition of all pipes, meters, service lines or other parts of the Utility systems. If at any time the Town determines that the Tap, service line(s) or other facilities owned by the owner are defective in any manner or in need of repair or replacement, the owner shall cause such repairs or replacement to be made within ten (10) days of notification by the Town of said defect. The repairs or replacement shall be at the owner's sole expense, shall be made by a Licensed plumber and must be approved by the Public Works Director. Failure by the User to accomplish the repairs within the time allowed shall be a civil infraction of this Code. Each day that such violation continues to exist shall be considered a separate offense. (Prior code 7.01.01; Ord. 11-1987 §1; Ord. No. 3-2009 , 4-28-09; Ord. No. 1-2016WE

9-13-16)

Sec. 13-1-30. - Utilization of Town services.

- (a) All premises in the Town, including all premises connected to and receiving municipal water from the Town's municipal water system, shall, unless approved by the Town, be connected to and discharge sewage into the Town's municipal sewer system. No individual residence, business or other property Development shall be permitted to create or expand a separate sewer system without approval of the Town.
- (b) The owner of separate water or sewer systems existing prior to January 1, 1987, or systems created thereafter, may be required to connect to the Town's facilities at the property owner's expense upon thirty (30) days' written notice from the Town. The owner shall be liable and responsible for any improvements necessary to protect the general health and welfare, including emptying, cleaning and filling any non-Town owned disposal systems.
- (c) Any developer of new Development of property within the Town shall make the necessary improvements to the Utility facilities of the Town to provide Utility service to the Development. These improvements shall include, but not be limited to, the installation of water and sewer trunk and main lines, valves, service lines, meters, meter pits and their appurtenances, booster and lift stations, storm water facilities and water storage facilities required as a result of the Development. All facilities and equipment installed by the owner of any Development shall be in conformance with the Town of Wellington Construction Standards and shall not cause a degradation of the existing service to the Town's residents. These capital improvements shall be subject to a separate agreement between the Town and the developer and shall be dedicated to the Town, free and clear of all encumbrances.
- (d) The Town may require oversizing of capital improvements and may provide for participation in the cost of such oversizing in the case that it is recognized that the Development of subsequent properties will occur and the Development will require use of Town Utilities. (Prior code 7.01.01; Ord. 11, 1987 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-40. - Water and sewer rates.

All buildings or premises connected to the Town water and sewer facilities shall be held and deemed to be occupied, and Utility user charges collected thereon. The obligation to pay Utility user charges shall include charges to those buildings or premises for which service has been terminated by the Town or the property owner. All rates shall be established by ordinance or resolution of the Board of Trustees. (Prior code 7.01.02; Ord. 11-1987 §1; Ord. 5-1991 §1; Ord. 20-1997 §1; Ord. 16-2002 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-50. - Capital investment fees, water rights dedication requirements.

- (a) Uniform water capital investment (tap or impact) fees. There are hereby imposed uniform water capital investment (tap or impact) fees, payable upon application for a water Tap in the Town as established by ordinance or resolution of the Board of Trustees.
- (b) Uniform sewer capital investment (tap or impact) fees. There are hereby imposed uniform sewer capital investment (tap or impact) fees, payable upon application for a sewer tap in the Town as established by ordinance or resolution by the Board of Trustees.
- (c) Water rights dedication. In order to offset the impact upon the Town's system, a dedication or transfer of water rights to the Town or a cash payment in lieu thereof shall be required for all Development or properties connected to or expanding use of the Town's Utilities, as required by the Town, as follows:
 - (1) Prior to approval of the annexation of any land to the Town or the subdivision or replatting of any land previously annexed;
 - (2) Prior to all new extensions of water services which will thereafter be used for domestic, commercial or industrial purposes. This Subsection shall not apply to the extension of a new municipal service to property for which the basic dedication requirement was met at annexation, subdivision or re-platting.
 - (3) The Town may by separate agreement provide for the transfer of water rights, or cash payments in lieu thereof, at times other than provided in Paragraphs (1) and (2) above.

- (d) Basic water rights dedication requirements. Water rights shall be dedicated in the following quantities:
- (1) Developers of residential uses shall dedicate to the Town water rights yielding one (1) acre-foot, (or such lesser amount of water as may be established by ordinance or resolution of the Town Board) of water per year for each dwelling unit to be served by the Town water Utility.
 - (2) Developers of commercial or industrial uses shall dedicate to the Town water rights in the quantity sufficient to satisfy the ultimate water demand of the commercial or industrial uses as determined by the Town.
- (e) Procedure for dedicating water rights. The Town shall have the sole right of determination to accept or reject any water rights proposed for dedication pursuant to the provision of this Section, or to allow a cash payment in lieu of water rights dedication to satisfy the basic dedication requirement. At the time of submission, the applicant shall indicate the water rights proposed to be dedicated to the Town, or the amount of cash in lieu thereof that is proposed to be paid to the Town.

The Town will accept the following water rights to satisfy the Town's Raw Water requirements:

Water source	Allotment per unit
One share of North Poudre Irrigation company stock	2.4 AF
Class D water allotment contracts representing acre foot units of water in the Colorado-Big Thompson Project	.7 AF

- (f) Cash in lieu of water rights dedication. Cash payments in lieu of water rights dedication shall be equal to the fair market value of the water rights necessary to satisfy the basic water rights requirement. The Town, including the Town Board by Ordinance or Resolution shall determine from time to time the cash in lieu payment amount to be paid after a public hearing before the Board of Trustees with the decision of the Board of Trustees being final and conclusive.
- (g) Any utility fee to be imposed by the Town or imposed by any enterprise of the Town shall as required by the Town Code be set by ordinance or resolution of the Town Board of Trustees.

(Prior code 7.01.03; Ord. 11-1987 §1; Ord. 21-1997 §1; Ord. 26-1997 §1; Ord. 16-1998 §6; Ord. 17-1999 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16, Ord No 6-2017)

Sec. 13-1-60. - Water tap requirements and permits.

- (a) Water and sewer tap permits required. It is unlawful for any Person to tap or make any connection with the Town's water or sewer facilities or to take or to use any water from said water facilities without having first obtained a permit from the Town. Any Person desiring to tap the water or sewer mains or use water from the Town's water system shall make application in writing for a tap permit to the Town Administrator. The application shall state the size of the tap to be made with the water or sewer system, the location of the proposed tap, the premises for which the service is sought, the purpose for which the water is to be used and the type and quality of the wastes to be discharged. All plant investment fees and other charges assessed by the Town shall be submitted with the application.

- (b) Issuance of tap permits. If the application complies with the provisions of this Code, the Town Administrator shall issue a permit subject to Town Engineer review. Applications for water taps larger than three-quarter (3/4) inch, sewer taps larger than four (4) inch, unusual projected water usage or unusual projected sewer discharge shall be referred to the Board of Trustees for a determination of the amount of the capital investment fees and the water acquisition charge. Permits shall be signed by the Town Administrator and shall set forth the name of the Person for whose benefit the permit shall be granted, the date issued, the point on the water or sewer main at which the tapping is to be done, the size of the tap and the curb stop, the premises to be served and the use to be made of the water and any restrictions on the discharge to the sewer facilities.
- (c) Time limitation on tapping.
 - (1) Each water and sewer tap permit issued by the Town pursuant to this Code shall expire one hundred eighty (180) days after the issuance of the permit unless the tap applied for has been installed during the one-hundred-eighty-day time period and unless the construction of the premises for which the tap has been issued has been commenced.
 - (2) The holder of any water or sewer tap permit may apply for an extension of the one-hundred-eighty-day time period. Extensions may be granted only by the Board of Trustees for good cause established by the permit holder. Any extension shall be limited in time to an additional one-hundred-eighty-day period and only one (1) extension shall be granted for any tap.
 - (3) If a water or sewer tap permit expires, all charges paid to the Town to serve the permit to the applicant shall be forfeited and are nonrefundable.
 - (4) The holder of a tap permit may relinquish the permit to the Town at any time prior to its expiration. The Town shall, upon demand, refund seventy-five percent (75%) of the permit fee paid to the owner.
- (d) Transfer of tap permits. Tap permits are for a specific address or location and may not be transferred to any other site or another owner except as specifically authorized by the Board of Trustees. (Prior code 7.01.04; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16; Ord. No. [6-2017](#), 4-25-17)

Sec. 13-1-70. - Tapping of water or sewer lines; specifications.

- (a) *Tapping to be done by Licensed plumber.* All connections or taps to water or sewer mains shall be made by a Licensed plumber or Licensed contractor and shall be at the sole expense of the applicant. The applicant shall furnish at his or her sole expense all materials and labor necessary for the tap or connection, except that the Town shall furnish the necessary water meter pit, water meter, meter yoke, remote readout and cable, the price of which is included in the tap fee set forth herein.
- (b) *Tapping requirements.* All connections or taps shall be made in accordance with the Town of Wellington Construction Standards and shall be made under the supervision of the Public Works Director or other authorized Person. Materials used shall be compatible with the Town's mains and the service lines used.
- (c) *Restoration of street pavement and right-of-way.* Any Person cutting street pavement or excavating within the public right-of-way for the purpose of tapping a water or sewer main or for maintenance of a service lateral shall obtain a street-cut permit from the Town and restore the street pavement or the public right-of-way to its previous condition. Excavations shall be mechanically tamped or re-compacted to the full depth of the excavation in accordance with the Town of Wellington Construction Standards. Compaction tests shall be provided to the Town by the Person making the street cut. Any removal, damage or disruption of asphalt or concrete pavement, curb and gutter, drainage structures or sidewalks shall be repaired in the manner prescribed by the Town Engineer. In the event that the Person making the street cut or excavation in the public right-of-way fails to affect the restoration in accordance with the street-cut permit, the Town may restore the affected pavement and right-of-way and assess the cost of said restoration against a street-cut permit applicant or the owner of the property benefitted by the street-cut.

- (d) *Charges for extra inspections.* Where the installation of water or sewer services under paving or where other exceptional conditions occur, the Town shall make an additional charge, sufficient to cover the cost of additional inspections.
- (e) *Standard water tap size, service pipe, curb stop.* All water taps shall be sized in accordance with the International Plumbing code as adopted by the Town but shall in no case be less than three-fourths ($\frac{3}{4}$) inch. All Taps, service pipes and curb stops shall be of materials required by and shall be installed in accordance with the Town of Wellington Construction Standards
- (f) *Standard sewer tap size, service pipe, cleanout.* Except as provided by this Article, all sewer taps shall be sized in accordance with the International Plumbing Code as adopted by the Town, but in no case shall the Town permit less than a four (4) inch Tap, and Any Tap shall be of materials required by and shall be installed in accordance with the Town of Wellington Construction Standards.
- (g) *Water Meter size required for multiple-family Developments.* All water Taps serving multifamily Developments shall be sized in accordance with the International Plumbing Code as adopted by the Town, but in all cases single family and single family attached units shall be served by separate water Taps. Multi-family complexes may, if approved by the Town Administrator or Planning Director, be served by appropriately sized Taps based on design documents approved by the Town.
- (h) The Town may require separate irrigation water Taps for multi-family and commercial properties.
- (i) *Separate taps/meters required for individual ownership.* The Town may require separate water and sewer taps and meters for premises with multiple occupancies. The requirement for separate taps and meters may be imposed by the Town upon the application for a Tap permit, or upon application for initiation of service or transfer of billing, or during the review of minor or major impact permit under the Land Use Code. (Prior code 7.01.05; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-80. - Water service initiation.

- (a) *Application for initiation of service or transfer of billing.* Application to have water turned on or transferred from one (1) party to another shall be made in writing to the Town Administrator. The Town may require written agreement by the applicant to abide by and accept all of the provisions of this Code pertaining to water or sewer service or other health, engineering or service limitations relative to service as conditions governing the use of the Town's Utility facilities by the applicant.
- (b) *Utility service deposit required, refund allowed.* A refundable deposit of an amount established by resolution by the Board of Trustees to offset the Town's costs shall be required as a condition of providing any utility service to a customer under the following circumstances:
 - (1) Any new customer;
 - (2) Any customer who changes address to which utility service is furnished, except when such customer has been a nondelinquent customer during the most recent twelve-month period;
 - (3) Any customer who receives one (1) shut-off notice or two (2) delinquency notices within the previous year; or
 - (4) Any customer whose water service has been terminated because of delinquency.

Any deposit held by the Town, less any amount still due the Town for utility service, shall be refunded to the customer who paid the deposit after eighteen (18) months of continuous service wherein no delinquency or shut-off notice has been issued or when service to the customer is discontinued on a permanent basis, whichever occurs first. No interest will be paid by the Town upon refund of the deposit. (Prior code 7.01.06; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-90. - Payment of user charges.

- (a) *Owner responsible for payment.* The owner or owners of any building or premises connected with the Town water or sewer facilities shall be held and deemed liable for the payment of all Utility user charges levied against such building or premises. A tenant in possession of the premises may apply for service

and agree to pay the User charges; however, this will not relieve the owner of his or her liability for water, sewer and storm drainage Utility charges levied against the property.

- (b) *Utility bills due and payable.* The Town shall issue Utility bills for Utility user charges in the Town's normal course of billing. All Utility user charges shall be due when service is provided. The User's failure to receive a billing shall not relieve the User of the obligation to timely Utility user charges before delinquency. Any Utility user charge becomes a Delinquent account if not paid in full on or before the twentieth day of the month after the User receives a billing for such Utility user charges. Water service to a delinquent water account may be discontinued until any Delinquent account is paid in full.

Upon becoming delinquent a late fee (penalty) of one (1) percent of the deficiency shall be assessed against account balances each month if not paid after the 20th day of the month. Any Delinquent account may be charged reasonable attorney's fees and other costs of collection incurred by the Town.

- (c) *Payment with an insufficient funds or no-account instrument.* Payment of utility user charges with an insufficient funds or no-account instrument shall cause the account to become delinquent and water service may be discontinued until the utility user charges are paid in full. A notice will be given three (3) days before shut off. The Town shall charge the utility User twenty dollars (\$20.00), for any insufficient funds or no-account instrument or payment not honored or returned to the Town.

- (d) *Delinquent utility user charges are a lien against property.*

(1) All utility user charges when due are and remain a lien upon such building or lot receiving utility service, until such user charges shall be paid in full. The lien is prior and superior to all other liens, claims, titles and encumbrances, whether or not prior in time, except liens for general taxes. Such delinquent charges may be certified to the County Treasurer for collection in the same manner as delinquent general taxes and special assessments upon such property are collected or by any other means provided by law and shall be subject to any penalties and administrative fees as may be set by the County Treasurer. No such lien shall be removed by the Town once it is so certified. Any such lien attachable to any building, lot or other premises shall extend to the whole of such building, and likewise to the whole of each lot upon, which such building may be situated. Until all usage charges and penalties due by reason of the use of the Town's water and sewer and storm drainage facilities are paid and discharged, the Town may refuse to supply and may terminate service of water for use upon the premises against which said lien shall exist.

(2) At least thirty (30) days prior to certification of the delinquent utility bill to the County Treasurer for collection, the Town shall mail notice to the property owner advising him or her that the delinquent utility bill will be so certified if payment is not made by the date required in the notice. Notice shall be by certified mail, return receipt requested. Failure of the property owner to accept delivery of said notice within the thirty-day notice period shall not prevent the certification of the delinquent utility charges for collection.

- (e) *Premises considered occupied.* All buildings or premises connected to the Town water and sewer facilities shall be held and deemed to be occupied water, sewer and storm drainage usage charges collected thereon. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. 7-1988 §1; Ord. 11-1988 §1; Ord. 5-1991 §2; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-100. - Town reading of meters.

If water meters are read by Town staff or subcontractors, the following regulations shall apply:

- (1) *Meters to be read monthly.* Water meters at each premises served by the Town's water system may be read on a monthly basis.
- (2) *Inaccessible meters.* If a meter is inaccessible to the meter reader, the meter reader shall post a notice on the premises advising the User that he or she was unable to read the meter due to its inaccessibility. In the event that the meter is inaccessible for three (3) consecutive months, the Town shall have the right to relocate the meter to a point on the property or the public right-of-way that will be accessible to the meter reader and such cost incurred will be the responsibility of the User.

- (3) *Estimation of water usage.* The Utility Billing Clerk shall provide for the estimation of water usage in the case where a meter is inaccessible to the meter reader. The Utility Billing Clerk shall provide for the estimation of water usage due to inclement weather or other factors beyond the control of the Town where the meter reader is unable to provide meter readings by the last day of the month. Said estimation may be based upon previous usage by the User, the average usage of similar User's during the same time or upon any other reasonable method as determined by the Town Administrator. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-110. - (Repealed)

(Repealed)

Sec. 13-1-120. - Service restoration fees.

If a utility account is delinquent and the supply has been turned off, or the water has been turned off at the request of the owner or agent due to a vacancy, the water shall not be turned on again until all delinquent user fees have been paid and until a service restoration (turn-on) fee as established by resolution by the Board of Trustees to offset the Town's costs has been paid to the Town. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. 11-2007 §1; Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-130. - Discontinuance of utility services by Town.

Water Utility service to a User may be terminated upon the failure of the User to pay the amount due on the utility bill on or before the twentieth day of the month, for the payment of a utility bill with an insufficient fund or no account instrument, for failure to comply with the conditions of an installment payment plan, for unsafe or hazardous service lines, for tampering in any manner with the Town's utility facilities, for failing to abide by water use imposed by the Board of Trustees or for violation of any of the provisions of this Article. Advance notice of the pending termination shall be given only for the failure of a User to pay the amount due on the utility bill, or for the payment of a utility bill with an insufficient fund or no-account check.

- (1) *Notice of pending termination of utility service.* Any required notice of the termination of water service shall be served upon the User or owner of the property owing a delinquent utility account at least ten business days before the date the service is to be terminated. Such notice shall be taped to or hung on the door (door tag) to the address listed in the utility billing records which shall be sufficient to satisfy this requirement.
- (2) The notice shall contain the following information:
 - a. The account number;
 - b. The amount of the unpaid bill and the amount that must be collected in order to avoid shut off;
 - c. The date on which the utility service will be terminated if the unpaid bill is not paid in sufficient amount;
 - d. The employee(s) of the Town to be contacted to ask about the notice, and the telephone number and normal office hours during which staff can be reached;
 - e. That an additional twenty-five dollars (\$25.00) service charge will be added to the bill if a service is turned off.
- (3) If a second or subsequent turn-off notice is delivered in a twelve-month period resulting in a service turn-off, a service charge of fifty dollars (\$50.00) will be added to the bill.
- (4) *Termination of service.* Water utility service to a User may be terminated by turning off the water at the curb stop or at the meter, or by removal of the meter or in such other manner as determined by the town.
- (5) *Restoration of service.* Service to a property that has been terminated for service shall not be restored until:
 - a. The delinquent utility user charges have been paid in full, including penalties and the service fee(s) for service restoration; or

- b. A service fee is paid for restoring services and the owner of the property served enters an installment payment plan with the Town. The Owner's agreement to an installment payment plan shall not satisfy the lien held by the Town against the property served.
- c. The cause for termination has been corrected. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. 5-1991 §§2, 3, 4, 5; Ord. 7-1992 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-140. - Installment plan for delinquent accounts.

(a) *Installment payment plan for Delinquent accounts.* The Utility Billing Clerk may agree to provide an installment payment plan for delinquent accounts. Plans may also be approved by the Town Administrator or the by the Board of Trustees. An installment payment plan shall consist of two (2) or more equal payments over a period of sixty (60) days or more depending on the account and circumstances for the full amount of the delinquent account. To enter an installment payment plan, the User shall pay the following fees, if applicable:

- (1) The turn-on fee for restoring service.
- (b) Any User entering an installment payment plan shall be required to sign a binding contract detailing the conditions under which the Delinquent account will be paid in full. If a User fails to make an installment payment when due or fails to pay the current billing payment when due, the Town may terminate service to the User immediately and without further notice. If an installment payment plan is defaulted upon, no further installment payment plans will be allowed for a period of twelve (12) months. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-150. - Corrections in accounts.

The Utility Billing Clerk or Town Administrator is authorized to correct billing errors or make other adjustments to a User's account as may be appropriate to comply with this Chapter. (Prior code 7.01.07; Ord. 11-1987 §1; Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-160. - Sprinkling, water scarcity, water supply emergencies.

- (a) *Sprinkling, water scarcity.* The Board of Trustees shall have the authority to establish such rules and regulations so as to limit the days and hours of outdoor watering or sprinkling or to limit the use of water in such manner as the Town Board shall deem necessary. Such regulations may be adopted by resolution and shall become effective immediately upon passage. Enforcement shall be by summons issued in accordance with Section 2-4-140 of this Code. And the property of any User violating this provision shall be subject to utility service termination. Each day that such violation continues to exist shall be considered a separate offense.
- (b) *Water supply emergencies.* If the water system experiences an emergency due to a water main break, treatment plant or storage system malfunctions, fire, flood or other natural disaster, the Director of Public Works or any authorized law enforcement officer or fire official may direct and require that residents of the Town restrict all usage of water during such time of emergency. Any Person who fails to obey such lawful order of the Public Works Director, law enforcement officer or fire official commits a civil infraction under this Code. (Prior code 7.01.07.5; Ord. 11-1987 §1; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Sec. 13-1-170. - Pollution of water supply.

- (a) It is unlawful for any Person to pollute or introduce any pollutant in any manner to any reservoir, stream, trench, pipe or drain within five (5) miles above the point where the Town receives any portion of its water supply, including any pollution or water contamination of any underground water source.
- (b) Any Person placing manure, dead animals or other matter or allowing livestock to stand in any water source within the protected area shall be deemed to have violated this Section.
- (c) It is unlawful for any Person to damage any facilities used by the Town in its water delivery system, including facilities located outside of the boundaries of the Town. The facilities protected shall include, but not necessarily be limited to, any pipeline, plant, building, head gate, valve, water box or other improvements, whether located within or outside of the Town limits.
- (d) Any Person who violates any provisions of this Section, upon conviction thereof, shall be punished in accordance with the provisions of Section 1-4-20 of this Code. In addition to such penalties, such

Person shall be liable for all damages resulting from such violation. (Ord. 10-2005 §91—4; Ord. 11-2007 §1, Ord. No. [1-2016WE](#), 9-13-16)

Division 2 - Wastewater Treatment and Pretreatment Systems

Sec. 13-1-200. - Purpose and policy.

- (a) This Article I, Division 2 sets forth uniform requirements for all users of the publicly owned treatment works for the Town and enables the Town to comply with applicable state and federal laws, including the Clean Water Act (33 U.S.C. § 1251 et seq.) and the General Pretreatment Regulations (40 C.F.R. Part 403). The objectives of this chapter are:
- (1) To prevent the introduction of pollutants into the POTW that will interfere with its operation;
 - (2) To prevent the introduction of pollutants into the POTW that will pass through it, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW;
 - (3) To enable the Town to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions, sludge use, and disposal requirements, and all other state and federal laws to which the POTW is subject;
 - (4) To promote reuse and recycling of industrial wastewater and sludge from the POTW; and
 - (5) To protect the POTW personnel who may be affected by wastewater and sludge in the course of their employment.
- (b) This Article I, Division 2 authorizes the issuance of a wastewater discharge permit and other control mechanisms; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user monitoring and reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-210. - Administration.

Except as otherwise provided herein, the Town Administrator shall administer, implement, and enforce the provisions of this Article I, Division 2. Any powers granted to or duties imposed upon the Town Administrator may be delegated by the Town Administrator to other water personnel. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-220. - Abbreviations.

The following abbreviations, when used in this Article I, Division 2, shall have the designated meanings:

CWA or Act	Clean Water Act, 33 U.S.C. § 1251 et seq.
gpd	Gallons per day
gpm	Gallons per minute
mg/l	Milligrams per liter
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and maintenance
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-230. - Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Article I, Division 2, shall have the meanings hereinafter designated.

Authorized representative of the user:

- (1) If the user is a corporation:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (3) The individual described in Section 13-1-210 may designate another authorized representative if the authorization: Is in writing to perform functions provided; specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, such as the position of plant manager, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and is submitted to the Town.

Best management practices or BMPs. The activities, practices, operating or maintenance procedures and treatment requirements necessary to meet the objectives of this Article I, Division 2 and to prevent or reduce prohibited discharges into the POTW. BMP's shall be considered local limits and Pretreatment Standards for the purposes of Pretreatment Regulations and Section 307(d) of the Act and as specified in 40 CFR 403.5(c)(f).

Biochemical oxygen demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).

Categorical pretreatment standard or categorical standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C § 1317) which apply to a specific category of users and which appear in 40 C.F.R Parts 405-471.

Domestic wastewater. (1) Wastewater from normal residential activities including, but not limited to, wastewater from kitchen, bath, and laundry facilities; (2) wastewater from the personal sanitary conveniences (toilets, showers, bathtubs, fountains, noncommercial sinks, and similar structures) of commercial, industrial, or institutional buildings, provided that the wastewater exhibits characteristics that are similar to those of wastewater from normal residential activities.

Environmental protection agency or EPA. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Administrator/Clerk, or other duly authorized official of said agency.

Fats, oil, and grease or FOG. A semi-solid, viscous liquid organic polar compound derived from animal or plant sources that contains multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 C.F.R. Part 136.

Food service establishment or FSE. A facility engaged in preparing or serving food. This term does not include single-family residences.

Grab sample. A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period not to exceed fifteen (15) minutes.

Grease interceptor. An outside, underground, multi-compartment tank designed to reduce the amount of fats, oil and grease in the wastewater discharged to the POTW.

Grease trap. An indoor device designed to reduce the amount of fats, oil and grease in wastewater discharged into the POTW. Grease traps usually serve no more than four (4) fixtures.

Grease removal device. A grease trap, grease interceptor or other device that is designed, constructed and intended to remove, hold or otherwise prevent the passage of fats, oil and grease to the sanitary sewer.

Hauled waste. Any domestic or nondomestic waste from holding tanks, including, without limitation, chemical toilets, vacuum pump tank trucks, and septic tanks. Hauled waste does not include domestic waste from an individual's recreational vehicle (e.g., camper or trailer).

Indirect discharge or discharge. The introduction of pollutants into the POTW from any nondomestic source regulated under Sections 307(b), (c), or (d) of the Clean Water Act.

Industrial user or user A direct or indirect discharge source of which contains non-domestic wastewater.

Instantaneous measurement. For monitoring requirements, a single reading, observation or measurement independent of the industrial flow rate and the duration of the sampling event.

Interference. A discharge that, alone or in conjunction with a discharge or discharges from other sources, both:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and
- (2) Therefore is a cause of a violation of the Town's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory or regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Clean Water Act; the Solid Waste Disposal Act, including Title II, commonly referred to as the Resource Conservation and Recovery Act; any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Local limit. Limit developed for a specific pollutant based on the quantity that the POTW can accept.

New source:

- (1) Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act, which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)b. or c. above but otherwise alters, replaces or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - a. Begun, or caused to begin, as part of a continuous onsite construction program:
 1. Any placement, assembly, or installation of facilities or equipment; or

2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- b. Entered a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Nondomestic wastewater. Water carrying wastes from any process or activity of business, trade, manufacturing, industry, or service.

Oil and sand removal device. Trap, interceptor or other Town-approved device designed to remove petroleum products, sand, sediment or similar substances.

Pass through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Town's NPDES permit, including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state and local governmental entities.

Pollutant. Includes, but is not limited to, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW. The reduction or alternation may be obtained by physical, chemical, or biological processes, process changes, or by other means except as prohibited by Section 13-1-300. Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 C.F.R. 403.6(e).

Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment other than a pretreatment standard imposed on a user.

Pretreatment standard or standard. Prohibited Discharge Standards, Categorical Pretreatment Standards, and Local Limits, including BMPs.

Prohibited discharge standards or prohibited discharges. Absolute prohibitions against the discharge of certain substances as set forth in Section 13-1-250.

Publicly owned treatment works or POTW. A treatment works, as defined in Section 212 of the Clean Water Act (33 U.S.C § 1292) which is owned by the Town. This definition includes any devices or systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial waste of a liquid nature and any sewers, pipes, and other conveyances which convey wastewater to the treatment plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the Indirect Discharges to and the discharges from such a treatment works.

Significant Industrial User or SIU:

- (1) All industrial users subject to categorical pretreatment standards under 40 C.F.R 403.6 and 40 C.F.R. Chapter I, Subchapter N; or

- (2) Any other industrial user that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
 - b. Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the Town on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in definition of "significant industrial use or SIU", subsection (2)b. above has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Town may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 C.F.R 403.8(f)(6), determine that such user should not be considered a significant industrial user.

Slug discharge. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 13-1-250 or any discharge of a nonroutine, episodic nature including, but not limited to, an accidental spill or noncustomary batch discharge that has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits, or permit conditions.

Wastewater. Liquid and water-carried domestic and nondomestic wastes from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater treatment plant or treatment plant. That portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-240. - Legal authority.

- (a) The Town operates pursuant to legal authority enforceable in federal, state, or local courts, which authorizes or enables the Town to apply and enforce the requirements of this Article I, Division 2 and 40 C.F.R Part 403. This authority allows the Town Administrator to:
 - (1) Deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants to the POTW by users where:
 - a. Such contributions do not meet applicable federal, state, or local pretreatment standards and requirements; or
 - b. Could cause the treatment plant to violate its NPDES permit; or
 - c. Could cause problems in the POTW.
 - (2) Control through permit, order or similar means the wastewater contributions to the POTW by each user to ensure compliance with applicable pretreatment standards and requirements.
 - (3) Require compliance with applicable pretreatment standards and requirements by industrial users.
 - (4) Identify and locate all possible industrial users which might be subject to the pretreatment program. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-250. - Prohibited discharge standards.

- (a) **General prohibitions.** No user may introduce or cause to be introduced into the POTW any pollutant(s) which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state or local pretreatment standards or requirements.

- (b) *Specific prohibitions.* No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140° F (60° C) using the test methods specified in 40 C.F.R 261.21;
 - (2) Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with a pH less than 5.0;
 - (3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in interference;
 - (4) Any pollutant, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW;
 - (5) Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° F (40° C);
 - (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
 - (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - (8) Any trucked or hauled pollutants, except at discharge points designated by the Town Administrator in accordance with Section 13-1-340;
 - (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewer for maintenance or repair;
 - (10) Wastewater which imparts color which cannot be removed by the treatment plant process which consequently imparts color to the treatment plant effluent;
 - (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations;
 - (12) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
 - (13) Wastewater causing, alone or in conjunction with other sources, the treatment plant effluent to fail a toxicity test;
 - (14) Wastewater causing two (2) readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than five percent (5%) or any single reading over ten percent (10%) of the lower explosive limit of the meter;
 - (15) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
 - (16) Fats, oils, or greases of animal or vegetable origin in concentrations which could cause a problem to the collection system or the POTW (e.g., restricted flow in pipes, sewage backups, lift station operation issues, decreased treatment, etc.);
 - (17) Wastewater causing a reading on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW;
 - (18) Any garbage that has not been properly shredded. Garbage grinders may be connected to the sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers. However, garbage grinders shall only be used to grind small amounts of garbage incidental to cleaning of plates, cookware, etc.

and not to dispose of large quantities of waste. Waste must be scraped into a garbage can prior to cleaning;

- (19) Unusual Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD), or Total Suspended Solids (TSS) in quantities as to constitute a significant additional load on the POTW.;
 - (20) Wastewater containing pollutants which are not amendable to transport, treatment or reduction in concentration by the POTW and POTW Treatment Plant processes employed, or are amenable to treatment only to such a degree that the POTW Treatment Plant effluent cannot meet the requirements of regulatory agencies having jurisdiction over discharge of effluent to the receiving waters;
 - (21) Wastewater which, by interaction with other wastewater in the POTW, releases obnoxious gases, forms suspended solids which interfere with the collection system, or creates a condition deleterious to structures and treatment processes;
 - (22) Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW of more than 5% or any single reading over 10% of the lower explosion limit of the meter;
 - (23) Liquid Wastes from chemical toilets, trailers, campers, or other recreational vehicles which have been collected or held in tanks or other containers, except as authorized by Town;
 - (24) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW.
- (c) Users processing, storing, or handling pollutants, substances, or wastewater prohibited by this Section in such a manner that they could be discharged to the POTW may be required to develop a slug control plan in accordance with Section 13-1-330. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-260. - National Categorical Pretreatment Standards.

The categorical pretreatment standards found at 40 C.F.R Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

- (a) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Town Administrator may impose equivalent concentration or mass limits in accordance with 40 C.F.R 403.6(c).
- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Town Administrator may impose an alternate limit using the combined wastestream formula at 40 C.F.R 403.6(e).
- (c) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 C.F.R 403.15.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-270. - State pretreatment standards.

State pretreatment standards and requirements adopted pursuant to the Colorado Water Quality Control Act shall apply in any case where they are more stringent than federal standards. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-280. - Local limits.

Repealed. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-290. - Town's right of revision.

The Town reserves the right to establish, by ordinance, resolution, in a wastewater discharge permit, or other appropriate means, more stringent or additional standards or requirements to protect the POTW. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-300. - Dilution.

Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Town Administrator may impose mass limitations on an industrial user who is using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-310. - Pretreatment facilities.

- (a) Users shall provide wastewater treatment as necessary to comply with this Article I, Division 2 and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Sections 13-1-250 through 13-1-280 within the time limitations specified by EPA, the state, or the Town Administrator, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. The Town Administrator may require that detailed plans describing such facilities and operating procedures be submitted for review, and shall be acceptable to the Town before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the Town under the provisions of this Article I, Division 2.
- (b) The Town Administrator may require a user to install sampling, monitoring, or other appropriate pretreatment equipment as necessary to assure compliance with the pretreatment standards and requirements. The equipment shall always be maintained in a safe and proper operating condition by the user at its own expense.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-320. - Additional pretreatment measures.

- (a) Whenever deemed necessary, the Town Administrator may require that a user's wastewater be discharged only into specific sewers, separate domestic wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this Article I, Division 2.
- (b) Backflow prevention devices shall be installed and maintained by the user in accordance with Section 13-2-30 wherever there is a possibility of the user's process or activity contaminating the Town water supply. Such devices shall be tested, inspected, and repaired as needed by the user at its expense.
- (c) Oil and sand removal devices and grease removal devices.
 - (1) Oil and sand removal devices shall be provided when, in the opinion of the Town Administrator, they are necessary for the proper handling of wastewater containing excessive amounts of oil, sand, or similar material; except that such devices shall not be required for residential users. All such devices shall be of type and capacity approved by the Town and shall be so located to be easily accessible for cleaning and inspection. Such devices shall be inspected, cleaned and maintained, as needed, by the user at its expense.
 - (2) Grease removal devices shall be provided in accordance with Section 13-1-350.
- (d) Users with the potential to discharge flammable substances shall install devices or construct to prevent the discharge of flammable substances into the POTW.
- (e) Individual water meters, sub-meters or flow meters shall be installed where the Town Administrator has determined it is necessary to ascertain flow data. Such devices shall be tested, inspected, and repaired as needed by the user at its expense.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-330. - Accidental discharge; slug control plans.

- (a) Each user shall provide protection from accidental discharge of substances that have a reasonable potential to violate the POTW's regulations, local limits, or permit conditions.
- (b) The Town Administrator shall evaluate whether a significant industrial user needs a plan or other action to control slug discharge within one (1) year of being designated a significant industrial user.
- (c) The Town Administrator may require any user to develop, submit for approval, and implement a slug control plan or best management practices plan. If the Town Administrator decides that a slug control plan is needed, the plan shall address, at a minimum, the following elements:
 - (1) Description of discharge practices, including nonroutine batch discharges;
 - (2) Description of stored chemicals;
 - (3) Procedures for immediately notifying the POTW of slug discharge, including any discharge that would violate a prohibition under Section 13-1-250 with procedures for follow-up written notification within five (5) days as required by Section 13-1-440; and
 - (4) If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response. Such procedures shall be compliant with the U.S. Environmental Protection Agency Spill Prevention Control and Countermeasure (SPCC) Rule at 40 CFR 112 or its successor rule.
- (d) A notice shall be posted in a prominent place advising which employees who to call in the event of a discharge described in subsection 13-1-330(a), above. Employers shall ensure that all employees who may cause such a discharge to occur are advised of the emergency notification procedure.
- (e) Significant industrial users are required to notify the POTW immediately of any changes at their facilities affecting potential for a slug discharge.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-340. - Hauled waste.

- (a) Any hauled waste meeting the definition of a RCRA hazardous waste as defined in 40 C.F.R 261 will not be accepted.
- (b) The Town Administrator may accept hauled wastes on a case-by-case basis and may require such haulers to obtain a wastewater discharge permit. Hauled waste is subject to all the requirements of this Article I, Division 2. Hauled waste may only be discharged at locations designated by the Town Administrator. No load may be discharged without prior consent of the Town Administrator. The Town Administrator may collect samples of each hauled load to ensure compliance with applicable standards. The Town Administrator may require the waste hauler to provide a waste analysis of any load or a waste-tracking form for every load prior to discharge.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-350. - Fats, oil and grease management.

- (a) *Applicability.* This Section shall apply to all food service establishments connected to the POTW when, in the opinion of the Town Administrator, it is necessary to prevent fats, oil and grease in quantities sufficient to cause sanitary sewer line restriction or necessitate increased POTW maintenance.
 - (1) New food service establishments. All new food service establishments shall be required to install a grease removal device as set forth in Section 13-10-350(2) prior to commencing discharge to the POTW.
 - (2) Existing food service establishments.

- a. Unless otherwise exempted under subsection (a)(2)b below, all food service establishments shall install and maintain a grease removal device within the timeline specified by the Town Administrator after notification that such a device is required. A grease removal device shall be required if:
 1. the food service establishment does not have a grease removal device and is discharging to the POTW wastewater containing fats, oil, and grease in quantities sufficient to cause sanitary sewer line restriction or necessitate increased POTW maintenance;
 2. the existing grease removal device, in combination with best management practices, does not cause a reduction in the quantity of fats, oil, and grease sufficient to prevent sanitary sewer line restriction or POTW maintenance; or
 3. the food service establishment changes in nature or is renovated in such a manner as to increase the likelihood of discharging to the POTW wastewater contributing fats, oil, and grease in quantities sufficient to cause sanitary sewer line restriction or necessitate increased POTW maintenance.
- b. Existing food service establishments that are unable to comply with this Section due to site or plumbing constraints which make compliance impossible or financially impracticable shall apply in writing to the Town Administrator for an exemption, which may be granted by the Town Administrator in the Town Administrator's sole discretion. The written request shall include the reason(s) why the food service establishment cannot comply with this Section and steps the food service establishment will take to prevent sanitary sewer line restriction and increased POTW maintenance.

(b) *Grease removal device requirements.*

- (1) Grease interceptors. Unless exempted under subsection (b)(2) below, food service establishments shall install, operate and maintain grease interceptors. Grease interceptors shall be seven hundred fifty (750) gallon minimum capacity and provide a minimum of thirty (30) minutes retention time at total peak flow and must be maintained and installed in accordance with manufacturer's instructions and all applicable laws. The maximum size shall be two thousand five hundred (2,500) gallons; a series of interceptors may be necessary for grease interceptor capacities greater than two thousand five hundred (2,500) gallons based on cleaning and maintenance frequency. Grease interceptors shall be located to provide easy access for cleaning and inspection.
- (2) Grease traps. A food service establishment may install, operate and maintain a grease trap in satisfaction of the requirements set forth in subsection (a) above, if the Town Administrator determines that the food service establishment is discharging to the POTW wastewater containing fats, oil, and grease in such small amounts that a grease interceptor is not warranted or that installation of a grease interceptor is not feasible. At minimum, grease traps shall be fifty (50) gpm flow rated or provide one hundred (100) pound grease retention and must be maintained and installed in accordance with manufacturer's instructions and all applicable laws. Grease traps shall be located to provide easy access for cleaning and inspection. A flow restriction device shall be placed upstream of the grease trap and must be accessible for cleaning and inspection.
- (3) Other grease removal devices may be allowed if it is shown that an alternative pretreatment technology is equally effective in controlling the discharge of fats, oil and grease. The Town Administrator will evaluate the proposed use of other grease removal devices on a case-by-case basis and set appropriate maintenance and record keeping requirements as needed.
- (4) Unless directed otherwise, a professional engineer registered in the State of Colorado shall size and provide documentation to the Town to support the proposed grease removal device size.
- (5) Certification. An engineer licensed by the State of Colorado shall file a written, signed certification with the Town Administrator stating that the required grease removal device has been installed and all sources of fats, oil and grease are discharging to the device before discharging wastewater to the POTW.

- (c) *Best management practices.* Food service establishments shall use best management practices designed to reduce the amount of wastewater containing fats, oil, and grease discharged into the POTW. These include:
- (1) Implementing a comprehensive employee training program on the problems associated with fats, oil, and grease and their proper disposal;
 - (2) Disconnecting or minimizing the use of garbage disposals;
 - (3) Installing a 1/8" or 3/16" mesh screen over all kitchen sinks, mop sinks, and floor sinks;
 - (4) Using "dry" clean-up methods, including scraping or soaking up fats, oil and grease from plates and cookware before washing;
 - (5) Using pre-wash sinks to clean plates and cookware;
 - (6) Recycling fats, oil, and grease and beneficial food waste when possible;
 - (7) Pouring remaining liquid fats, oil, and grease from pots, pans, and other cookware into containers to be disposed of in the trash once congealed; and
 - (8) Posting BMPs in the food preparation and dishwashing areas at all times.
- (d) *Maintenance.*
- (1) Grease removal devices shall be inspected, cleaned, and always maintained in proper working order by the user at its expense.
 - (2) Grease interceptor maintenance.
 - (a) Grease interceptors in active use shall be cleaned at least once every three (3) months or when the total accumulation of surface fats, oil, and grease (including floating solids) and settled solids reaches twenty-five percent (25%) of the grease interceptor's overall liquid depth, whichever occurs first.
 - (b) In the event that a grease interceptor is larger than the capacity of a vacuum truck, the interceptor shall be completely evacuated within a twenty-four (24) hour period. The user's documentation shall accurately reflect each pumping event.
 - (3) Grease trap maintenance. Grease traps shall be serviced at least one (1) time per month or when the amount of waste captured reaches twenty-five percent (25%) of the trap's capacity, whichever occurs first. Removable baffles shall be removed and cleaned during the maintenance process.
 - (4) Other grease removal devices. Facilities with grease removal devices other than grease interceptors or grease traps shall follow the Town Administrator's maintenance and recordkeeping requirements as directed in Section 13-1-350(b)(3).
 - (5) The Town Administrator may require that a grease removal device be cleaned more frequently than set forth in this subsection (d) if the cleaning frequency set forth herein is found to be inadequate. The Town Administrator may change the required maintenance frequency to reflect changes in actual operating conditions.
 - (6) After each cleaning, the food service establishment shall inspect the device to verify that:
 - a. The contents of the device have been fully evacuated and that no liquids, semisolids, or solids were discharged back into the device after cleaning; and
 - b. The interior components of the device are in proper working order.
 - (7) Food service establishments shall require the liquid waste hauler, transporter, or any other person cleaning or servicing a grease removal device to completely evacuate all contents, including floating materials, wastewater, bottom solids, and accumulated waste on the walls of the grease removal device. Waste must be disposed of in accordance with federal, state, and

local laws. The establishment shall maintain records for three (3) years of any such cleaning or servicing, including amounts of waste removed, date of removal, and location of disposal.

- (8) Cleaning frequency variance. Any food service establishment desiring a cleaning schedule less frequent than that required in this subsection (d) shall submit a request to the Town Administrator along with the maintenance records for the last four (4) grease interceptor cleanings, or last eight (8) grease trap cleanings, including measurements of the thickness of the floating fats, oil and grease and bottom solids layer, and total volume removed. A reduction in cleaning frequency may be granted by the Town Administrator when it has been determined that the grease interceptor has adequate detention time for fats, oil, and grease removal. The cleaning frequency will depend on variables such as the capacity of the device, the amount of grease in the wastewater, the amount of solids in the wastewater, and the degree of adherence to BMPs.

(e) *Prohibitions.* The following are strictly prohibited:

- (1) Connecting garbage grinders, garbage disposals, and dishwashers to grease traps.
- (2) Discharging wastewater to a grease trap more than one hundred forty (140) degrees Fahrenheit.
- (3) Altering or tampering with a grease removal device.
- (4) Discharging or permitting another to discharge any liquid, semi-solid, or solid back into a grease removal device at any time during maintenance or cleaning operations.
- (5) Discharging or permitting another to discharge any grease removal device wastes into any drain, public or private sewer, or other grease removal device.
- (6) Using hot water or chemicals, bacteria, enzymes, or other products to emulsify fats, oil, and /grease prior to discharging wastewater into the POTW; provided, however, that products may be added to floor drains and other kitchen fixtures to keep the plumbing between the kitchen and the grease removal device clear if such products are used according to their labels and do not interfere with the operation or performance of the grease removal device. Labels and other product descriptions must be kept on file with the food service establishment for at least three (3) years. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-360. - Wastewater analysis.

When requested by the Town Administrator, a user must submit information on the nature and characteristics of its wastewater within the time specified by the Town Administrator. The Town Administrator is authorized to prepare a form for this purpose and may periodically require users to update this information. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-370. - Signatures and certification.

When required, user applications, surveys, questionnaires, and reports must be signed by an authorized representative of the user and contain the following certification statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-380. - Other jurisdictions.

- (a) If another jurisdiction, or user located within another jurisdiction, contributes wastewater to the POTW, the Town shall enter into an intergovernmental agreement with the contributing jurisdiction.
- (b) Such intergovernmental agreement shall ensure that discharges received from entities outside of the Town's jurisdictional boundaries are regulated to the same extent as are discharges from within the Town's jurisdictional boundaries.

- (c) Such intergovernmental agreement shall also include approval of such contributing jurisdiction as to the territory in which service is to be rendered by the Town. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-390. - Baseline monitoring reports.

- (a) Within one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 C.F.R 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the Town Administrator a report which contains the information listed at 40 C.F.R 403.12(b)(1)—(7). Sampling types shall be as specified at 40 C.F.R. 403.12(g)(3) and (4).
- (b) At least ninety (90) days prior to commencement of discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Town Administrator a report which contains the information listed 40 C.F.R 403.12(b)(1)—(5). Sampling types shall be as specified at 40 C.F.R. 403.12(g)(3) and (4). A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-400. - Compliance schedule.

If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the user shall submit to the Town Administrator the shortest schedule by which the user will provide such additional pretreatment and/or operation and maintenance to meet the pretreatment standards and requirements. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this Section must meet the requirements contained at 40 C.F.R 403. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-410. - Reports on compliance.

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to pretreatment standards and requirements shall submit to the Town Administrator a report containing the information described in 40 C.F.R 403.12(b)(4)—(6) using the sampling types specified at 40 C.F.R 403.12(g)(3) and (4). All compliance reports must be signed and certified in accordance with Section 13-1-370. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-420. - Compliance reports.

- (a) All significant industrial users shall, at a frequency determined by the Town Administrator but in no case less than once per six (6) months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and/or maximum daily flow for the reporting period. All periodic compliance reports must be signed and certified in accordance with Section 13-1-370.
- (b) All wastewater samples must be representative of the user's discharge. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- (c) If a user subject to the reporting requirement in this Section monitors any pollutant more frequently than required by the Town Administrator, using the procedures prescribed in Section 13-1-480, the results of this monitoring shall be included in the report. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-430. - Reports of changed conditions.

All industrial users shall promptly notify the Town Administrator in advance of any planned substantial changes in the volume or character of pollutants of its discharge including the listed or characteristic hazardous wastes for which the industrial user has submitted initial notification under Section 13-1-470. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-440. - Reports of potential problems.

- (a) In the case of any discharge, including, but not limited to, a noncustomary batch discharge or a slug discharge, that may cause potential problems for the POTW, the user shall immediately telephone and notify the Town Administrator of the incident. This notification shall include, at a minimum, the location of the discharge, type of waste, concentration and volume, and corrective actions taken by the user.

- (b) Within five (5) days following such discharge, the user shall, unless waived by the Town Administrator, submit a detailed written report describing the cause(s) of the discharge and the measure(s) to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this Article I, Division 2. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-450. - Reports and information.

All users connected to, or proposing to connect to, the POTW shall provide appropriate reports, or information to the Town Administrator as the Town Administrator may require in order to achieve the requirements of this Article I, Division 2. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-460. - Notice of violation; repeat sampling and reporting.

If sampling performed by a user indicates a violation, the user must notify the Town Administrator within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Town Administrator within seven (7) days after becoming aware of the violation. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-470. - Discharge of hazardous waste.

- (a) No user shall discharge hazardous waste without first obtaining a permit from the Town.
- (b) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 C.F.R Part 261. Such notification must include the information specified in 40 C.F.R 403.12(p) and pretreatment standard operating procedures.
- (c) Dischargers are exempt from the requirements of subsections (a) and (b) above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 C.F.R 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 C.F.R 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
- (d) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the POTW, the EPA Regional Waste Management Waste Division Town Administrator, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- (e) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- (f) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this Article I, Division 2, a permit issued thereunder, or any applicable Federal or State law.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-480. - Analytical requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 C.F.R Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 C.F.R Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.

(Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-490. - Sample collection.

- (a) Except as indicated in subsection (b), below, a user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Town Administrator may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.
- (b) Grab samples must be used for oil and grease, temperature, pH, cyanide, total phenols, and volatile organic compounds. Temperature and pH must be an instantaneous measurement.
- (c) Samples shall be collected using protocols (including appropriate preservation) specified in 40 C.F.R. Part 136, approved EPA methodologies, and appropriate EPA guidance. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-500. - Reports received.

Reports will be deemed to have been submitted on the date postmarked. For reports which are not postmarked the date of receipt of the report shall govern. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-510. - Record keeping.

- (a) Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements.
- (b) Records shall include, at a minimum, the date, exact place, method, and time of sampling, and the name of the person(s) taking the sample(s); the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.
- (c) These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the Town, or where the user has been specifically notified of a longer retention period by the Town Administrator. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-520. - Right of entry: Inspection and sampling.

- (a) The Town Administrator shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this Article I, Division 2 and any wastewater discharge permit or order issued hereunder. Users shall allow the Town Administrator or other authorized Town representative ready access to all parts of the premises for the purposes of inspection, photographic documentation, sampling, records examination and copying, noncompliance investigation, and the performance of any additional duties.
- (b) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the Town Administrator or other Town authority will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (c) Unreasonable delays in allowing the Town Administrator or other Town authority access to the user's premises shall be considered a violation of this Article I, Division 2. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-530. - Search warrants.

If the Town Administrator or other Town authority has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Article I, Division 2, or that there is a need to inspect and/or sample to verify compliance with this Article I, Division 2 or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Town Administrator or other Town authority may seek issuance of a search warrant from the court with appropriate jurisdiction. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-540. - Confidentially.

- (a) Information and data on a user obtained from reports, surveys, permit applications, discharge permits and monitoring programs, and from inspection and sampling activities, shall be available to the public without restriction subject to the provisions of the Colorado Open Records Law.
- (b) Information and data which is effluent data will not be recognized as confidential information and will be available to the public without restriction. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-550. - Publication.

The Town Administrator shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of the users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment requirements. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-560. - Criteria.

An industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of measurements taken for the same parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined in Section 13-1-230;
- (b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of measurements taken for the same pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined in Section 13-1-230(a), multiplied by the applicable criteria (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
- (c) Any other discharge violation of a pretreatment standard or requirement that the Town Administrator determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
- (d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Town Administrator's authority to halt or prevent such a discharge;
- (e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (f) Failure to provide within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (g) Failure to accurately report noncompliance; or
- (h) Any other violation or group of violations, including violations of BMPs, which the Town Administrator determines will adversely affect the operation or implementation of the local pretreatment program. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-570. - Emergency suspensions.

- (a) The Town Administrator may immediately suspend a user's discharge after notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons, environment, or the POTW.
- (b) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Town Administrator may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to

any individuals. The Town Administrator may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Town Administrator that the period of endangerment has passed, unless termination proceedings are initiated against the user.

- (c) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the cause(s) of the harmful contribution and the measure(s) taken to prevent any future occurrence, to the Town Administrator.
- (d) Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-580. - Water supply severance.

Whenever a user continues to violate any provision of this Article I, Division 2, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-590. - Inspection fees.

An industrial user may be inspected periodically to determine compliance with applicable requirements of this Article I, Division 2. No fee will be charged where the purpose of the first inspection is to determine compliance. However, if a user is not in compliance, a re-inspection fee shall be charged on the user's utility bill for each inspection thereafter until compliance is achieved. Said fee shall be in an amount as established by resolution of the Town Board and shall be in addition to any other fees and charges permitted under this Article I, Division 2. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-600. - Upset.

- (a) For the purposes of this section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (b) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements at 40 C.F.R 403.16(c) are met.
- (c) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- (d) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-610. - Affirmative defense.

- (a) A user shall have an affirmative defense to an enforcement action brought against it alleging a violation of the general prohibitions in Section 13-1-250(a), or the specific prohibitions in Sections 13-1-250(b)(3) through (b)(7), if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference; and
 - (1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
 - (2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the Town was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-620. - Bypass.

For the purposes of this section, bypass means the intentional diversion of wastestreams from any portion of a user's treatment facility.

- (a) An industrial user may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs b and c of this section.
- (b) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Town Administrator, at least ten (10) days before the date of the bypass, if possible.
 - (1) A user shall submit oral notice to the Town Administrator of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Town Administrator may waive the written report on a case-by case basis if the oral report has been received within twenty-four (24) hours.
- (c) Bypass is prohibited, and the Town Administrator may take an enforcement action against a user for a bypass, unless:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The user submitted notices as required in subsection (b) above. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-630. - Pretreatment charges and fees.

The Town may adopt reasonable fees for reimbursement of costs of operating the Town's pretreatment program which may include:

- (a) Fees for wastewater discharge permit applications including the cost of processing such applications;
- (b) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
- (c) Fees for reviewing and responding to accidental discharge procedures and construction;
- (d) Fees for filing appeals; and
- (e) Other fees as the Town may deem necessary to carry out the requirements contained herein. These fees may be included on the user's utility bill, relate solely to the matters covered by this Article I, Division 2, and are separate from all other fees, fines, and penalties chargeable by the Town. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-640. - Severability.

If any provision of this Article I, Division 2 is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-650. - Fraud and false statements.

It is unlawful for any person to knowingly make a false statement, representation or certification in any record, report, or other document submitted or required to be maintained under this Article I, Division 2. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-660. - Cost recovery.

Any user that violated any of the provisions of this Article I, Division 2 or that discharges or causes a discharge producing a deposit or obstruction or causes damage to or impairs the POTW shall be liable to

the Town for any expense, loss, or damage caused by such violation or discharge. The Town shall charge the user for the cost incurred by the Town for any monitoring surveillance, cleaning, repair, or replacement work caused by the violation or discharge and for costs incurred by the Town in investigating the violation or discharge and in enforcement this Article I, Division 2, including reasonable attorney fees, court costs, and other expenses of litigation. (Ord. No. [8-2008](#), 7-22-08)

Sec. 13-1-670. - Leased property.

In situations involving leased or rented property, not resolved with the tenant, the owner or authorized representative of the property shall be notified of continued violations and is responsible for assuring compliance with the standards and requirements of this Article I, Division 2. (Ord. No. [8-2008](#), 7-22-08)

ARTICLE 2 - Cross-Connection Controls

Sec. 13-2-10. - Purpose.

The purpose of this Article is to:

- (1) Protect the Town's systems from the possibility of contamination or pollution by isolating within its customers' internal distribution systems or its customers' private water systems such contaminants or pollutants which could backflow or backsiphon into the Town's water systems;
- (2) Promote the elimination or control of existing cross-connections, actual or potential, between its customers' in-plant potable water systems and nonpotable water systems, plumbing fixtures and industrial piping systems; and
- (3) Provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of the potable water system. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

Sec. 13-2-20. - Definitions.

As used in this Article, the following words shall have the meanings ascribed to them:

Air-gap means the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or the device and the flood level rim of said vessel. An approved air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the top of the rim of the vessel, and in no case less than one (1) inch. When an air-gap is used at the service connection to prevent the contamination or pollution of the public potable water system, an emergency bypass shall be installed around the air-gap system and an approved reduced pressure principal device shall be installed in the bypass system

Approved means accepted by the Town as meeting the applicable specification stated or cited in this Chapter, or as suitable for the proposed use.

Auxiliary water supply means any water supply on or available to the premises other than the Town's approved public potable water supply. These auxiliary waters may include water from another supplier's public potable water supply or any natural sources such as wells, springs, rivers, streams, irrigation canals, reservoirs, lakes, etc., or used waters or industrial fluids. These waters may be polluted or contaminated or may be objectionable and constitute an unacceptable water source over which the Town does not have sanitary control.

Back pressure means backflow cause by a pump, elevated tank, boiler or means that could create pressure within the system greater than the system pressure.

Backflow preventer means a device or means designed to prevent backflow or back-siphonage.

Back-siphonage means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

Certified inspector and tester means a person who has passed a state approved and/or sponsored testing and inspection course and who is listed by the state as a certified inspector/tester.

Check valve means a self-closing device which is designed to permit the flow of fluids in one (1) direction and to close if there is a reversal of flow.

Colorado Department of Health Cross-Connection Control Manual means a manual that has been published by the state addressing cross-connection control practices which will be used as a guide for the Town in implementing the cross-connection control program.

Contamination means impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.

Critical level means the critical level C-L or C/L marking on a backflow prevention device or vacuum breaker which is a point conforming to approved standards and established by the testing laboratory (usually stamped on the device by the manufacturer), which determines the minimum elevation above the flood-level rim of the fixture or receptacle served at which the device may be installed. When a backflow prevention device does not bear a critical level marking the bottom of the vacuum breaker, combination valve, or the bottom of any such approved device shall constitute the critical level.

Cross-connection means any physical arrangement whereby a Town's water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the Town's water supply as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices and other temporary or permanent devices through which, or because of which, backflow control could occur are considered to be cross-connections.

Cross-connections—Controlled means the connection between a potable water system and a nonpotable water system with an approved backflow prevention device properly installed that will continuously afford the protection commensurate with the degree of hazard.

Double check valve assembly means an assembly of two (2) independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and Town-approved testing establishment for backflow prevention devices. To be approved, these devices must be readily accessible for in-line maintenance and testing.

Flood-level rim means the edge of the receptacle from which water overflows.

Mayor means the Mayor of the Town or his or her duly authorized representative.

Nonpotable water means water that is not safe for human consumption or that is of questionable potability.

Pollution means the presence of any foreign substance (organic, inorganic, radiological or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.

Potable water means water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical and radiological quality shall conform with the State's Drinking Water Regulations.

Reduced pressure principal device means an assembly of two (2) independently operating approved check valves with an automatically operating differential relief valve between the two (2) check valves tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and Town-approved testing agency for backflow prevention on assemblies. The device shall operate to maintain the pressure in the zone between the two (2) check valves at a level less than the pressure on the Town's supply side of the device. At cessation of normal flow, the pressure between the two (2) check valves shall be less than the pressure on the Town's supply side of the device. In case of leakage of either of the check valves, the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two (2) pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved, these devices must be readily accessible for in-line maintenance and testing and be installed in a location where no part of the device will be submerged.

Vacuum means any pressure less than that exerted by the atmosphere.

Vacuum breaker, atmospheric nonpressure type means a vacuum breaker designed so as not to be subjected to static line pressure or installed where it would be under pressure for not more than twelve (12) hours in any twenty-four-hour period.

Vacuum breaker, pressure type means a vacuum breaker designed so as not to be subjected to static line pressure.

Water service connection means the terminal end of a service connection from the public potable water system; i.e., where the Town loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There shall be no unprotected take-offs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the Town's water system. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

Sec. 13-2-30. - Policy.

- (a) No water service connection shall be installed or maintained by the Town unless the water supply is protected as required by state laws and regulation and this Chapter. Service of water to any premises shall be discontinued by the Town if a backflow prevention device required by this Chapter is not installed, tested and maintained; if it is found that a backflow prevention device has been removed or bypassed; or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected. Any person commits a misdemeanor when such person:
- (1) Connects any pipe, tube, curb stop or contrivance with any main or service line supplying water to any property and does not install, test and maintain a backflow prevention device if one (1) is required by this Chapter;
 - (2) Removes or bypasses an existing backflow prevention device; or
 - (3) Allows an unprotected cross-connection to exist on the premises;

Each day that such violation continues to exist shall be considered a separate offense.

- (b) The customer's system shall be open for inspection at all reasonable times to authorized representatives of the Public Works Director to determine whether cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Public Works Director shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the conditions in conformance with state and Town statutes relating to plumbing and water supplies and the regulations adopted pursuant thereto.
- (c) An approved backflow prevention device shall be installed on all Commercial, Industrial, and multi-family dwelling properties. Such a device shall be installed at or near the property line or immediately inside the building being served but, in all cases, before the first branch line leading off the service line.
- (d) The type of protective device required under Paragraphs (1), (2) and (3) below shall depend upon the degree of hazard which exists, as follows:
- (1) In the case of any premises where there is an auxiliary water supply and it is not subject to any of the following rules, the Town's water system shall be protected by an approved air-gap separation or an approved reduced pressure principal backflow prevention device.
 - (2) In the case of any premises where there is water or substance that would be objectionable but not hazardous to health, if introduced into the Town's water system, the Town's water system shall be protected by an approved double-check valve assembly.
 - (3) In the case of any premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the Town's water system, the Town's

water system shall be protected by an approved air-gap separation or an approved reduced pressure principal backflow prevention device. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.

- (4) In the case of any premises where there are uncontrolled cross-connections, either actual or potential, the Town's water system shall be protected by an approved airgap separation or an approved reduced pressure principal backflow prevention device at the service connection.
- (5) In the case of any premises where, because of security requirements or other prohibitions or restrictions it is impossible or impractical to make a complete in-plant cross-connection survey, the Town's water system shall be protected against backflow or back-siphonage from the premises by the installation of a backflow prevention device in the service line. In this case, maximum protection will be required; that is, an approved air-gap separation or an approved reduced-pressure principal backflow prevention device shall be installed in each service to the premises.
- (e) Any backflow prevention device required herein shall be of a model and size approved by the Public Works Director and described in the Town of Wellington Standard Design Criteria and Standard Construction Requirements, as revised.
- (f) It shall be the duty of the customer-user at any premises where backflow devices are installed to have certified inspections and operational tests made at least once per year. In those instances where the Public Works Director deems the hazard to be great enough, he or she may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the water user and shall be performed by a certified inspector/tester. These devices shall be repaired, overhauled or replaced at the expense of the customer-user whenever said devices are found to be defective. Records of such tests, repairs and overhauls shall be kept and submitted to the Town within thirty (30) days after the device has been tested and/or inspected. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

Sec. 13-2-40. - Existing cross-connections.

Within a reasonable time following the adoption of the regulation, existing cross-connections between the Town's water system and any secondary water system shall be eliminated or protected by means of an approved backflow preventer. The following entities will install devices within one (1) year: sewage treatment plants, hospitals, mortuaries and industrial establishments that manufacture materials that can exhibit health hazards. Any person who fails to eliminate or protect existing cross-connections by means of a backflow preventer within the time specified above commits a misdemeanor. Each day that such violation continues to exist shall be considered a separate offense. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

Sec. 13-2-50. - Specific system requirements.

- (a) Irrigation systems. The following guidelines relating to backflow prevention devices for irrigation systems shall apply:
 - (1) Atmospheric vacuum breakers shall be installed after the last control valve of each sprinkler circuit and at a minimum of six (6) inches above the highest irrigation head. The atmospheric vacuum breaker shall be installed only on irrigation circuits with heads that will not return any pressure in the circuit when the circuit control valve is closed.
 - (2) Pressure vacuum breakers shall be installed at the beginning of each irrigation circuit and at a minimum of twelve (12) inches above the highest irrigation head on the circuit. Individual irrigation circuits having quick-coupling valves or other similar type heads that will permit pressure to be retained in the circuit shall have a pressure vacuum breaker installed as a minimum requirement for each circuit. Irrigation systems using the subsurface drip method shall have a pressure vacuum breaker on each circuit. A pressure vacuum breaker may not be installed where a double-check valve assembly, reduced-pressure principal backflow prevention device or air-gap separation is required.

- (3) A double-check valve assembly may be installed to serve multiple irrigation circuits in lieu of vacuum breakers on each individual irrigation circuit.
 - (4) A reduced-pressure principal backflow preventer or air-gap separation shall be required before any piping network in which fertilizers, pesticides and other chemicals or toxic contaminants are injected or siphoned into the irrigation system.
- (b) Fire systems. Water systems for fighting fire, derived from a supply that cannot be approved as safe or potable for human use, shall whenever practicable be kept wholly separate from drinking water pipelines and equipment. In cases where the domestic water system is used for both drinking and firefighting purposes, approved backflow prevention devices shall be installed to protect such individual drinking water lines as are not used for firefighting purposes. It is the responsibility of the person causing the introduction of said unapproved or unsafe water into the pipelines to see (1) that a procedure be developed and carried out to notify and protect users of this piping system during the emergency; and (2) that special precautions be taken to disinfect thoroughly and flush out all pipelines which may have become contaminated before they are again used to furnish drinking water. In the event the means of protection of water customers is by disinfection of the auxiliary firefighting supply, the installation and its use shall be thoroughly reliable. When disinfection of the auxiliary supply itself is depended upon to render the water safe, the means of applying the disinfectant under this regulation shall be automatic with operation of the pumps employed with the dangerous water in question. Adequate supplies of chlorine or its compounds must be kept on hand at all times. Chlorine dosing equipment shall be tested daily and kept in good operating condition. The Town's water supply must be protected against backflow from dual domestic fire systems. (Prior code 7.01.08; Ord. 11-1987 §1; Ord. 11-2007 §1)

ARTICLE 3 - Sewer Regulations

Sec. 13-3-10. - Drainage into sanitary sewers prohibited.

No leaders from roofs and no surface drains for rainwater shall be connected to any sanitary sewer. No surface or storm water, seepage, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever. (Prior code 7.02.06)

Sec. 13-3-20. - Combined sewers.

No combined sewer or storm sewer or drain shall be connected to the sewage works. All storm waters, cooling waters and unpolluted industrial process waters shall be disposed of as directed by the Town. (Prior code 7.02.06)

Sec. 13-3-30. - Types of wastes prohibited.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- (1) Any liquid or vapor having a temperature higher than one hundred forty (140) degrees F.
- (2) Any water or waste which may contain more than ten (100) parts per million, by weight, of fat, oil or grease.
- (3) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- (4) Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch in any dimension.
- (5) Any ashes, cinders, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer works.
- (6) Any water or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
- (7) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constituting a hazard to humans or animals or creating any hazard in the receiving waters of the sewage treatment plant.

- (8) Any waters or wastes containing solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
- (9) Any noxious or malodorous gas or substance capable of creating a cleansing material that is not readily biologically degradable or which contains substances of a cationic nature that cannot be removed from water except by dehydration or electroic process). (Prior code 7.02.06)

Sec. 13-3-40. - Interceptors required.

- (a) Unless written approval is given by the Town, grease traps or interceptors are required for all new construction of food-serving, food-preparing, food-catering, meal-cutting establishments; fish, fowl, or animal slaughter houses; soap factory, tallow-rendering, fat-rendering, hide-curing establishments and other establishments capable of discharging large amounts of grease into the sanitary sewer system. A grease trap or interceptor shall also be required for the above listed existing businesses upon a remodel or when deemed necessary by the administrative authority of the Town. In the case when an existing business is required to install a grease trap or interceptor, the owner shall be entitled to a rebate of twenty-five percent (25%) on the total cost of installing said trap or interceptor upon proof of expense. Nothing in this Section shall be interpreted to require a trap or interceptor for buildings used for residential purposes.
- (b) Oil and sand interceptors shall be provided when, in the opinion of the Town's administrative authority, they are necessary for the proper handling of liquid wastes, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used for residential purposes.
- (c) All interceptors shall be of a type and capacity as specified by the adopted International Plumbing Code or as approved by the administrative authority, and shall be so located as to be readily and easily accessible for cleaning and inspection. (Prior code 7.02.06; Ord. 10-1997 §1; Ord. 11-2007 §1)

Sec. 13-3-50. - Maintenance of interceptors.

All grease, oil and sand interceptors shall be maintained by the owner, at his or her expense, in continuously efficient operation at all times. (Prior code 7.02.06)

Sec. 13-3-60. - Preliminary treatment of wastes.

- (a) The admission into the public sewers of any waters or wastes: (i) having a five-day biochemical oxygen demand greater than three hundred (300) parts per million by weight; (ii) containing more than three hundred (300) parts per million of weight of suspended solids; or (iii) having an average daily flow greater than two percent (2%) of the average daily sewage flow of the Town shall be subject to the review and approval of the Town. Where necessary, in the opinion of the Town, the owner shall provide, at his or her expense, such preliminary treatment as may be necessary to:
 - (1) Reduce the biochemical oxygen demand to three hundred (300) parts per million by weight;
 - (2) Reduce objectionable characteristics or constituents to within the maximum limits provided for by this Article and applicable law or
 - (3) Control the quantities and rates of discharge of such waters and wastes.
- (b) Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Town, and no construction of such facilities shall be commenced until said approvals are obtained in writing. (Prior code 7.02.06)

Sec. 13-3-70. - Maintenance of pretreatment facilities.

Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense. (Prior code 7.02.06)

Sec. 13-3-80. - Control manholes.

When required by the Town, the owner of any property carrying industrial wastes shall install a suitable control manhole to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Town. The manhole shall be installed by the owner at his or her expense and shall be maintained by him or her so as to be safe and accessible at all times. (Prior code 7.02.06)

Sec. 13-3-90. - Special agreements.

No statement contained in this Subsection shall be construed as preventing any special agreement or arrangement between the Town and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment, subject to payment therefor by the industrial concern and subject to such terms and conditions as might be required by the Town. (Prior code 7.02.06)

Sec. 13-3-100. - Measurement and tests.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in Sections 13-3-30 and 13-3-80 shall be determined in accordance with standard methods and shall be determined at the control manhole provided for in Section 13-3-80 or upon suitable samples taken at said control manhole. If no special manhole has been required, the control manhole shall be the nearest downstream manhole in the public sewer to the point at which is connected. (Prior code 7.02.06; Ord. 11-2007 §1)

Sec. 13-3-110. - Application.

This Article shall apply to all provisions of this Code regarding use of the sanitary sewer system. (Prior code 7.02.06)

ARTICLE 4 - Water Enterprise

Sec. 13-4-10. - Establishment of Enterprise.

Town of Wellington, Colorado, Water Enterprise (the "Enterprise") is hereby established pursuant to the provisions of the Act as an enterprise of the Town within the meaning of art. X, § 20 of the Colorado Constitution. (Ord. No. 6-2001, § 1, 3-13-01)

Sec. 13-4-20. - Ownership of Enterprise.

The Enterprise shall be wholly owned by the Town and shall not be combined with any water activity enterprise owned by another district. (Ord. No. 6-2001, § 2, 3-13-01)

Sec. 13-4-30. - Water activities.

The Enterprise may conduct one or more water activities as may be determined by the governing body of the Enterprise, including, but not limited to, the diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange or discharge of water, the provision of wholesale or retail water services and the acquisition of water or water rights ("Water Activities"). (Ord. No. 6-2001, § 3, 3-13-01)

Sec. 13-4-40. - Governing body.

The Board shall serve as the governing body of the Enterprise, and the officers of the Board shall serve as officers of the Enterprise. The Mayor of the Town shall serve as President of the Enterprise; the Town Clerk shall serve as Secretary of the Enterprise; the Treasurer of the Town shall serve as Treasurer of the Enterprise; and the Town Attorney shall serve as the Attorney for the Enterprise. (Ord. No. 6-2001, § 4, 3-13-01; Ord. No. 9-2001, § 1, 5-8-01)

Sec. 13-4-50. - Powers of Enterprise.

The Enterprise shall have and may exercise the following powers in furtherance of its purposes: to hold meetings concurrently with regular or special meetings of the Board, to adopt ordinances and resolutions in the manner in which Town ordinances and resolutions may be adopted, to issue water revenue bonds in the manner prescribed by the Act without voter approval in advance, to pledge any revenues derived or to be derived from the water functions, services, benefits or facilities of the Town or the Enterprise or any other available funds of the Enterprise to the payment of such revenue bonds and to pay such revenue bonds therefrom, to enter into contracts relating to the water system of the Town (the "System") in the manner in which Town contracts may be entered into, to contract with the Colorado Water Conservation Board or any other governmental source of funding for loans and grants relating to Water Activity enterprise functions, to contract with the Colorado Water Resources and Power Development Authority for loans or other available financial assistance related to Water Activity enterprise functions, to make representations, warranties and covenants on behalf of the Town and to bind the Town to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the Town without adequate present cash reserves pledged irrevocably and

held for payments in all future years, and to exercise the Town's legal authority relating to Water Activities. Notwithstanding the foregoing, the Enterprise may not levy a tax that is subject to art. X, § 20(4) of the Colorado Constitution or exercise any other governmental powers of the Town.

(Ord. No. 6-2001, § 5, 3-13-01)

Sec. 13-4-60. - Powers retained in Town.

The Town shall continue to own the assets of the System, acquire and convey properties constituting part of the System, manage, operate and maintain the System, employ and discharge the officers, managers and employees of the System, keep books and records relating to the System, invest and manage funds, budget and appropriate revenues and expenditures of the System, award and execute contracts and make expenditures relating to the System, fix, adjust and collect water rates, fees, tolls and charges and tap fees, and prescribe rules and regulations relating to the System. The Town may also borrow money, issue bonds, or enter into other financial obligations relating to the System as provided in the Colorado Constitution and statutes.

(Ord. No. 6-2001, § 4, 3-13-01)

Sec. 13-4-70. - Prior acts.

All action not inconsistent with the provisions of this Article heretofore taken by the Town or its officers and otherwise directed toward the establishment and authorization of the Enterprise to have and exercise certain powers in furtherance of its purposes is hereby ratified, approved and confirmed.

(Ord. No. 6-2001, § 1, 3-13-01)

ARTICLE 5 - Wastewater Enterprise

Sec. 13-5-10. - Establishment of Enterprise.

The Town Wastewater Enterprise (the "Enterprise") is hereby established pursuant to the provisions of Part 1 of Article 45.1 of Title 37, C.R.S. (the "Act"), as an enterprise of the Town within the meaning of Article X, §20 of the Colorado Constitution. (Ord. 7-2001 §1; Ord. 11-2007 §1)

Sec. 13-5-20. - Ownership of Enterprise.

The Enterprise shall be wholly owned by the Town and shall not be combined with any wastewater activity enterprise owned by another district. (Ord. 7-2001 §2)

Sec. 13-5-30. - Wastewater activities.

The Enterprise may conduct one (1) or more wastewater activities as may be determined by the governing body of the Enterprise, including but not limited to the provision of wholesale or retail wastewater and designated stormwater services ("Wastewater Activities"). (Ord. 7-2001 §3)

Sec. 13-5-40. - Governing body.

The Board shall serve as the governing body of the Enterprise, and the officers of the Board shall serve as officers of the Enterprise. The Mayor of the Town shall serve as President of the Enterprise; the Town Clerk shall serve as Secretary of the Enterprise; the Treasurer of the Town shall serve as Treasurer of the Enterprise; and the Town Attorney shall serve as the Attorney for the Enterprise. (Ord. 7-2001 §4; Ord. 9-2001 §1; Ord. No. 9-2001, § 1, 5-8-01)

Sec. 13-5-50. - Powers of Enterprise.

(a) The Enterprise shall have and may exercise the following powers in furtherance of its purposes:

- (1) To hold meetings concurrently with regular or special meetings of the Board of Trustees;
- (2) To adopt ordinances and resolutions in the manner in which Town ordinances and resolutions may be adopted;
- (3) To issue wastewater and designated stormwater revenue bonds in the manner prescribed by the Act without voter approval in advance;

- (4) To pledge any revenues derived or to be derived from the wastewater or stormwater functions, services, benefits or facilities of the Town or the Enterprise or any other available funds of the Enterprise to the payment of such revenue bonds and to pay such revenue bonds therefrom;
 - (5) To enter into contracts relating to the wastewater and stormwater system of the Town (the "System") in the manner in which Town contracts may be entered into;
 - (6) To contract with the Colorado Water Conservation Board or any other governmental source of funding for loans and grants relating to wastewater and stormwater activity Enterprise functions;
 - (7) To contract with the Colorado Water Resources and Power Development Authority for loans or other available financial assistance related to wastewater and stormwater activity Enterprise functions;
 - (8) To make representations, warranties and covenants on behalf of the Town and to bind the Town to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the Town without adequate present cash reserves pledged irrevocably and held for payments in all future years; and
 - (9) To exercise the Town's legal authority relating to wastewater and designated stormwater activities.
- (b) Notwithstanding the foregoing, the Enterprise may not levy a tax that is subject to Article X, §20(4) of the Colorado Constitution or exercise any other governmental powers of the Town. (Ord. 7-2001 §5; Ord. 11-2007 §1)

Sec. 13-5-60. - Powers retained in Town.

The Town shall continue to own the assets of the System, acquire and convey properties constituting part of the System, manage, operate and maintain the System, employ and discharge the officers, managers and employees of the System, keep books and records relating to the System, invest and manage funds, budget and appropriate revenues and expenditures of the System, award and execute contracts and make expenditures relating to the System, fix, adjust and collect wastewater and stormwater rates, fees, tolls and charges and tap fees, and prescribe rules and regulations relating to the System. The Town may also borrow money, issue bonds or enter into other financial obligations relating to the System as provided in the Colorado Constitution and state statutes. (Ord. 7-2001 §6)

ARTICLE 6 - Stormwater Enterprise

Sec. 13-6-10. - Establishment of Enterprise.

Town of Wellington, Colorado, Stormwater Enterprise (the "Enterprise") is hereby established pursuant to the provisions of the Act as an enterprise of the Town within the meaning of Art. X, § 20 of the Colorado Constitution. (Ord. No. [6-2008](#), § 1, 7-8-08)

Sec. 13-6-20. - Ownership of Enterprise.

The Enterprise shall be wholly owned by the Town and shall not be combined with any stormwater activity enterprise owned by another district. (Ord. No. [6-2008](#), § 2, 7-8-08)

Sec. 13-6-30. - Stormwater activities.

The Enterprise may conduct one or more stormwater activities as may be determined by the governing body of the Enterprise, including, but not limited to, the diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange or discharge of stormwater, the provision of wholesale or retail stormwater services and the acquisition of stormwater or stormwater rights ("stormwater activities"). (Ord. No. [6-2008](#), § 3, 7-8-08)

Sec. 13-6-40. - Governing body.

The Board shall serve as the governing body of the Enterprise, and the officers of the Board shall serve as officers of the Enterprise. The Mayor of the Town shall serve as Chairman of the governing body of the Enterprise; the Clerk of the Town shall serve as Clerk of the Enterprise; the Treasurer of the Town shall serve as Treasurer of the Enterprise; and the Town Attorney shall serve as the Attorney for the Enterprise. (Ord. No. [6-2008](#), § 4, 7-8-08)

Sec. 13-6-50. - Powers of Enterprise.

The Enterprise shall have and may exercise the following powers in furtherance of its purposes: To hold meetings concurrently with regular or special meetings of the Board; to adopt ordinances and resolutions in the manner in which Town ordinances and resolutions may be adopted; to issue stormwater revenue bonds in the manner prescribed by the Act without voter approval in advance; to pledge any revenues derived or to be derived from the stormwater functions, services, benefits or facilities of the Town or the Enterprise or any other available funds of the Enterprise to the payment of such revenue bonds and to pay such revenue bonds therefrom; to enter into contracts relating to the stormwater system of the Town (the "System") in the manner in which Town contracts may be entered into; to contract with the Colorado Water Conservation Board or any other governmental source of funding for loans and grants relating to Stormwater Activity enterprise functions; to contract with the Colorado Water Resources and Power Development Authority for loans or other available financial assistance related to Stormwater Activity enterprise functions; to make representations, warranties and covenants on behalf of the Town and to bind the Town to perform any obligation relating to the System other than any multiple-fiscal year direct or indirect debt or other financial obligation of the Town without adequate present cash reserves pledged irrevocably and held for payments in all future years; and to exercise the Town's legal authority relating to Stormwater Activities. Notwithstanding the foregoing, the Enterprise may not levy a tax that is subject to Art. X, § 20(4) of the Colorado Constitution or exercise any other governmental powers of the Town. (Ord. No. [6-2008](#), § 5, 7-8-08)

Sec. 13-6-60. - Powers retained in Town.

The Town shall continue to own the assets of the System; acquire and convey properties constituting part of the System; manage, operate and maintain the System; employ and discharge the officers, managers and employees of the System; keep books and records relating to the System; invest and manage funds, budget and appropriate revenues and expenditures of the System; award and execute contracts and make expenditures relating to the System; fix, adjust and collect stormwater rates, fees, tolls and charges and tap fees; and prescribe rules and regulations relating to the System. The Town may also borrow money, issue bonds or enter into other financial obligations relating to the System as provided in the Colorado Constitution and statutes. (Ord. No. [6-2008](#), § 6, 7-8-08)

Sec. 13-6-70. - Prior acts.

All action not inconsistent with the provisions of this Article heretofore taken by the Town or its officers and otherwise directed toward the establishment and authorization of the Enterprise to have and exercise certain powers in furtherance of its purposes is hereby ratified, approved and confirmed. (Ord. No. [6-2008](#), § 7, 7-8-08)

ARTICLE 7 - Stormwater Drainage Fee

Sec. 13-7-10. - Purpose and intent.

The Board of Trustees hereby finds, determines and declares the necessity of providing for and maintaining stormwater drainage facilities for the drainage and control of flood and surface waters within the Town, including areas to be subdivided and developed, in order that storm and surface waters may be properly drained and controlled, pollution may be reduced, the environment enhanced, and the health, safety and welfare of the Town and its inhabitants may be safeguarded and protected. The Town currently assesses road and other development impact fees that provide for storm drainage functions and the Town will in the future modify other fees and implement a stormwater impact fee or a stormwater facility reimbursement fee to be charged to no development. (Ord. No. [9-2008](#), § 1, 7-8-08)

Sec. 13-7-20. - Owners of property to provide on-site drainage facilities as a condition of development.

In accordance with the assumptions of the Boxelder Creek Regional Stormwater Master Plan and the Town's Standard Design Criteria and Standard Construction Standards the owners of property to be developed within the Town shall be required, as a condition of development, to provide, at their sole expense, such on-site stormwater drainage facilities as are required by the plan and made necessary by the development. Such requirements shall include an obligation of owners of property to provide facilities necessary to convey stormwater runoff to major drainage ways. Since the development of elevated land can increase the amount of stormwater runoff from such land onto adjoining lands at lower elevations, the owner of elevated land has the legal duty to prevent such increased runoff from doing damage to other lands, which duty shall be deemed satisfied if adequate facilities are installed as required by this Section.

Thus, in determining under this Section what facilities a landowner shall be responsible for constructing, the amount of increased stormwater runoff that will result from the development shall be taken into account. (Ord. No. [9-2008](#), § 2, 7-8-08)

Sec. 13-7-30. - Stormwater utility enterprise.

- (a) The Board of Trustees hereby recognizes and confirms the operation of the stormwater drainage system (the "System") as an enterprise within the meaning of Section 20 of Article X of the State Constitution.
- (b) The Board of Trustees hereby formally establishes the Town's Stormwater Utility Enterprise for the purpose of continuing the operation of the system as a water activity enterprise and as an "enterprise" within the meaning of Section 20 of Article X of the State Constitution.
- (c)
- (c) To the extent it deems necessary, the Board of Trustees, as the governing body of the Stormwater Drainage Utility Enterprise, shall exercise the Town's legal authority relating to the System, but shall not levy a tax.
- (d) All action heretofore taken by the Board of Trustees or by the officers and employees of the Town directed toward the operation of the System as an "enterprise" under Section 20 of the Article X of the State Constitution is hereby ratified, approved and confirmed. (Ord. No. [9-2008](#), § 3, 7-8-08)

Sec. 13-7-40. - Adoption of Boxelder Creek Regional Stormwater Master Plan Boxelder Creek Regional Stormwater Master Plan.

The Boxelder Creek Regional Stormwater Master Plan was adopted by Resolution 13-2007. The Board finds and concludes that the adoption of the Boxelder Creek Regional Stormwater Master Plan was in the best interest of the health, safety and welfare of the citizens of the Town of Wellington. The Board further finds that the Boxelder Creek Regional Stormwater Master Plan provides an adequate, justifiable and reasonable basis upon which to assess stormwater basin fees established by this Article, as well as the collection of those fees and the acquisition and construction of stormwater facilities. (Ord. No. [9-2008](#), § 4, 7-8-08)

Sec. 13-7-50. - Stormwater monthly basin user fee.

A monthly basin user fee is hereby imposed upon each and every developed lot or parcel of land within the Town, as well as the owners thereof. This fee is deemed reasonable and necessary to pay for the operation, maintenance, administration, and routine functions of the existing Town stormwater drainage facilities and for the operation, maintenance, and administration of such future stormwater drainage facilities as may be established within the Town, and to pay for the design, right-of-way acquisition and construction or reconstruction of such existing and future Town stormwater drainage facilities. All the proceeds of this fee are deemed to be in payment for the use of the stormwater drainage system by the real property on and with respect to which the fee is imposed upon the owners. Further, the Board of Trustees finds that this fee benefits all users of the Town's stormwater drainage facilities, by allowing for the construction, improvement, operation, and maintenance of stormwater drainage facilities in the Town that promote the health, safety, and welfare of such users during storms and floods.

- (a) In accordance with the Boxelder Creek Regional Stormwater Master Plan the board finds that the average residential property in Wellington creates two thousand (2,000) square feet of impervious surface area impacting storm drainage. Impervious area for commercial properties varies based upon multiple factors including use and lot size. For each commercial property and for residential properties with impervious area varying by more than twenty-five percent (25%) from the two thousand (2,000) square foot assumed impervious area, the Town Engineer shall determine the impervious area and fee that shall apply to such lot or parcel of land within the guidelines set forth herein.
- (b) Each lot or parcel of land shall be assessed a monthly base amount per square foot of based on the impervious area determined as set forth herein for that lot or parcel, such fee to be assessed for operations, maintenance and basin improvements shall be established and reviewed by the Board of Trustees by resolution and shall be determined by multiplying such impervious square footage area times the per square foot fee amount.

- (c) The monthly basin user fee shall not be collected in connection with any Town street, road or alley, or any railroad right-of-way used exclusively for trackage and related safety appurtenances.
- (d) The monthly basin user fee assessed hereby shall be segregated, credited and deposited in a special fund and shall not be transferred therefrom except to pay for expenses directly attributable to the stormwater drainage activities as aforesaid. The monthly basin user fee assessed hereby shall not be used for general or other governmental or proprietary purposes of the Town, except to pay for the equitable share of the cost of accounting and management thereof. The monthly basin user fee shall be collected, maintained, and expended in strict accordance with the requirements of Section 29-20-801, Colorado Revised Statutes, and subsequent amendments thereto. Nothing contained herein shall prohibit the Town from making temporary interfund loans or transfers as may be specifically allowed by law. (Ord. No. [9-2008](#), § 5, 7-8-08)

Sec. 13-7-60. - Billing for monthly basin user fee and administrative fee for the establishment of monthly basin user fee accounts.

The monthly basin user fee shall be billed and collected with the monthly utility bill for those lots or parcels of land utilizing other Town utilities, and shall be billed and collected separately for those lots or parcel of land, and owners thereof, not utilizing other Town utilities. All such bills for monthly basin user fees shall be rendered monthly and shall become due and payable in accordance with the rules and regulations established by the Director of Finance for the collection of utility bills. A one-time administration fee shall be charged for the establishment of monthly basin user fee accounts. This fee shall be initially set at ten dollars (\$10.00) for each account established; such fee may be modified by the Board of Trustees by resolution. (Ord. No. [9-2008](#), § 7, 7-8-08)

Sec. 13-7-70. - Unpaid charges constitute a lien.

Any unpaid fee pursuant to this Article shall be a lien upon the property to which such fee is associated, from the date the fee becomes due until such fee is paid. The owner of every building, premises, lot, parcel, or house shall be obligated to pay the fee for all service provided by the Town by action at law or suit to enforce the lien. In the case that a tenant in possession of any premises or building shall pay the fee, it shall relieve the landowner from such obligation and lien, but the Town shall not be required to look to any person whatsoever other than the owner for the payment of the fee. No changes of ownership or occupation shall affect the application of this Ordinance, and the failure of any owner to learn that he or she purchased property against which a lien for fees under this Article exists, shall in no way affect the responsibility for such payment. Any delinquent amount may be enforced by assessment upon the property and premises served as well as certification to the treasurer of Larimer County for collection under and pursuant to the Wellington Municipal Code and the statutes of the State of Colorado. (Ord. No. [9-2008](#), § 8, 7-8-08)

- 2) **Repealer.** The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this Ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this Ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this Ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.
- 3) **Certification.** The Town Clerk shall certify to the passage of this Ordinance and make not less than three (3) copies of the adopted Code available for inspection by the public during regular business hours.

**PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO, AND ORDERED PUBLISHED BY TITLE THIS 28th DAY OF JULY, 2020, AND
ORDERED TO BECOME EFFECTIVE 30 DAYS FROM THE DATE OF PUBLICATION.**

TOWN OF WELLINGTON

Troy Hamman, Mayor

ATTEST:

Kelly Houghtelling, Town Administrator/Clerk

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

Kelly Houghtelling, Town Administrator/ Clerk



Board of Trustees Meeting

Date: July 28, 2020

Submitted By:

**Special Water Counsel Engagement Letter: Moses, Wittemyer, Harrison and
Woodruff**

Subject:

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

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Engagement letter - Town of Wellington

MOSES, WITTEMYER, HARRISON AND WOODRUFF, P.C.

LAW OFFICES

RICHARD J. MEHREN
CAROLYN R. STEFFL
JENNIFER M. DILALLA

2595 CANYON BOULEVARD, SUITE 300
BOULDER, COLORADO 80302

TELEPHONE: (303) 443-8782
FAX: (303) 443-8796
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RAPHAEL J. MOSES
(1913-2011)
CHARLES N. WOODRUFF
(1941-1996)

JOHN E. PECKLER
GREGOR A. MACGREGOR
JOSHUA B. BOISSEVAIN

OF COUNSEL
JOHN WITTEMYER
DAVID L. HARRISON
JAMES R. MONTGOMERY
TIMOTHY J. BEATON

July 23, 2020

By email

Ms. Kelly Houghteling
Interim Town Administrator
Town of Wellington
3735 Cleveland Avenue
Wellington, Colorado 80549

Re: Agreement for Legal Services

Dear Kelly:

To follow up on our telephone calls, this letter describes the terms on which Moses, Wittemyer, Harrison and Woodruff, P.C. ("MWHW"), agrees to provide legal services as Special Water Counsel to the Town of Wellington.

The scope of work will be to assist and advise the Town in its water matters, including but not limited to municipal water planning; protecting and developing the Town's existing water rights portfolio to maximize the beneficial use of those existing supplies, including through a future reuse plan; reviewing the monthly Division 1 Water Court resume and advising the Town as to any applications that have the potential for injury to the Town's water rights and other interests; evaluating, through due diligence investigations, potential new water rights or water infrastructure acquisitions; working with contractual partners such ditch companies and fellow parties to intergovernmental agreements to ensure that contracts are enforced fairly and in the interest of preserving the benefit of the bargain for which the Town negotiated; evaluating fee structures for water service and provision of taps to developers; and ensuring that the Town's well-pumping under the Cache la Poudre Water Users Association's plan for augmentation or any future augmentation plan will continue uninterrupted.

As we have discussed, MWHW's initial project within the scope of work will be an analysis of the Town's 1983 contract with North Poudre Irrigation Company, or NPIC, so that we may advise the Town as to operations under that contract. Our understanding is that you will direct us with respect to other projects the Town would like us to undertake within the scope of work.

Before we can take on work for a new client, we must be sure that the proposed scope of that work will not present a conflict of interest with work we have done or are doing for other clients. We have determined that the scope of work described above does not present a conflict

00231013-2

MOSES, WITTEMYER, HARRISON AND WOODRUFF, P.C.

Kelly Houghteling
Town of Wellington
July 23, 2020
Page 2

with work we are doing or have done for other clients of the firm. However, if an unforeseen conflict should arise, it is the firm's policy to cease representing the newer client and continue representing the more senior client(s). By agreeing to retain our firm, you acknowledge this policy and agree that if it becomes necessary in the event of an unforeseen conflict, you will retain separate counsel and will consent to our continuing representation of the senior client(s).

I will be primarily responsible for the work performed on your behalf, with help from our associate attorneys and legal assistants whenever possible. Our hourly rates for 2020 are listed on the attached fee schedule. We review and adjust those hourly billing rates on an annual basis, and we will advise you in writing of any rate changes before undertaking any work at rates different from those on the fee schedule. Our monthly bills will indicate the hourly charges by attorney or other staff member, as well as any out-of-pocket expenses. Mileage is billed at the IRS standard mileage rate (currently 57.5¢ per mile), color copies at \$1.00 per page, and faxes at 25¢ per page. Payment is due within 30 days of billing, and it is the firm's policy to charge interest at a rate of 1% per month on any principal balance that is not paid within that time.

We will use our best efforts in representing you in connection with the scope of work described above, but we make no promises or guarantees regarding the outcome. Our comments regarding the probable outcome of any matter are mere expressions of opinion. You agree to provide us with all data, documents, or other information relating to the matters within the scope of our representation. You have the right to terminate the engagement of our firm at any time, and we reserve the right to do the same within ethical constraints and upon adequate notice to you of such termination.

If the policies, terms, and conditions of this proposal for legal services are acceptable, please sign below and return a copy to me.

We are excited to work with the Town, and I look forward to talking with you again soon. Best wishes.

MOSES, WITTEMYER, HARRISON AND WOODRUFF, P.C.

Kelly Houghteling
Town of Wellington
July 23, 2020
Page 3

Sincerely,

MOSES, WITTEMYER, HARRISON AND
WOODRUFF, P.C.



Jennifer M. DiLalla
Shareholder

On behalf of the Town of Wellington, I accept the foregoing as the terms of the engagement of Moses, Wittemyer, Harrison and Woodruff, P.C., to represent the Town as its Special Water Counsel with respect to the matters described in this letter.

Dated _____

Kelly Houghteling
Interim Town Administrator

Copy:
Mayor Troy Hamman
Town Board of Trustees

Attachment

MOSES, WITTEMYER, HARRISON AND WOODRUFF, P.C.

LAW OFFICES

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OF COUNSEL
JOHN WITTEMYER
DAVID L. HARRISON
JAMES R. MONTGOMERY
TIMOTHY J. BEATON

This is to advise that effective January 1, 2020 our hourly rates for professional services rendered will be as follows:

David L. Harrison	\$315.00 per hour
James R. Montgomery	\$305.00 per hour
Timothy J. Beaton	\$305.00 per hour
Richard J. Mehren	\$280.00 per hour
Carolyn R. Steffl	\$255.00 per hour
Jennifer M. DiLalla	\$255.00 per hour
John E. Peckler	\$190.00 per hour
Joshua B. Boissevain	\$185.00 per hour
Gregor A. MacGregor	\$180.00 per hour
Paralegal	\$105.00 per hour
Senior Law Clerks	\$105.00 per hour

We review and adjust our hourly billing rates on an annual basis, and we will advise the District in writing of any rate changes before undertaking any work at rates different from those on the fee schedule. Our monthly bills will indicate the hourly charges by attorney or other staff member, as well as any out-of-pocket expenses. Mileage is charged at the IRS standard mileage rate (currently \$.575 per mile), color copies at \$1.00 per page, and faxes at \$.25 per page. Payment is due within 30 days of billing, and it is the firm's policy to charge interest at a rate of 1% per month on any principal balance that is not paid within that time.

The firm reserves the right to charge on other than an hourly rate basis, or to charge a fee in addition to hourly rates, for work involving special risks, effort or time constraints including, without limitation, opinions relating to title, bonds and similar matters.

00213951-2



Board of Trustees Meeting

Date: July 28, 2020

Submitted By:

Contract Approval: Executive Search Services Agreement

Subject:

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

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Wellington, CO - TA.7-16-20

EXECUTIVE SEARCH SERVICES AGREEMENT

Town of Wellington, Colorado

Town Administrator

This is an Agreement between Peckham & McKenney, Inc. (Peckham & McKenney) and the Town of Wellington, Colorado (Town), for professional executive search and recruitment services. The Town hereby retains Peckham & McKenney to conduct a full executive recruitment of the Town Administrator. A complete description of the services to be provided is contained in the Proposal dated July 6, 2020 (Proposal), attached to this Agreement and incorporated herein by this reference as if set forth in full and anew. To the extent the terms in this Agreement and those in the Proposal conflict, this Agreement controls.

The all-inclusive professional fee for the recruitment of the Town Administrator is **\$24,000**. One-third of this fee is due as a retainer upon execution of this Agreement. The remainder of the fee will be divided and billed in two separate, monthly invoices. The fee includes three meetings with the Town, the first (Kickoff Meeting) to develop the Candidate Profile, the second to recommend finalists, and the third to facilitate the finalist interview process. Additional meetings will be negotiated and billed accordingly.

The professional fee includes expenses incurred by Peckham & McKenney on the Town's behalf, such as out-of-pocket costs associated with advertising, printing, consultant travel, clerical, background checks, telephone, supplies, and postage. Candidate expenses to attend finalist interviews with the Town are not included in the professional fee and are to be reimbursed by the Town directly to each finalist.

Peckham & McKenney will work closely and communicate regularly with the Town. Both parties will exhibit a full and good faith effort to ensure a timely and successful search. Should the Town choose to cancel or postpone the search at any time after execution of this Agreement, the Town will be responsible for payment in the amount of the percentage of the work completed by Peckham & McKenney to that point.

This placement (Town Administrator) is guaranteed for a period of one year from the first day of employment. Should the employee recommended and placed by our firm leave for any reason within the first year (except in the event of budgetary cutbacks or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses and reasonable fees for on-site meeting days.

Executive Search Services Agreement
Page Two

All information regarding candidates is provided in strict confidence and should be used solely for the purpose of selecting qualified applicants. Candidate information must not be divulged to persons who do not have a direct need to know except for reference and background investigations and with the candidate's consent. Both parties shall comply with the laws of the State of Colorado pertaining to public records, open meetings, and executive sessions, which govern this process.

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is Wells Fargo Insurance, Inc., Charlotte, NC, and our coverage is provided by Sentinel Insurance Company and Hiscox Insurance Co. Limited. Proof of insurance will be provided upon request.

In the event of any action or proceeding brought by either party to this Agreement, venue shall be in Larimer County, and the prevailing party shall be entitled to recover all reasonable costs and fees of its attorney in such action or proceeding, including the cost of an appeal as allowed by the laws of the State of Colorado.

The effective date of this Agreement is July 28, 2020, regardless of when signed.

Thank you for the opportunity to be of service. We look forward to a successful relationship.

Peckham & McKenney, Inc.

By: _____
Andrew Gorgey,
Vice President, Western Region

_____ Date

Town of Wellington, Colorado

By: _____
Hon. Troy Hamman,
Mayor, Wellington, CO

_____ Date

****PLEASE RETAIN ONE COPY OF THIS AGREEMENT FOR YOUR RECORDS****



Board of Trustees Meeting

Date: July 28, 2020

Submitted By:

Contract Approval: Ayres Economic Development Services

Subject:

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

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Contract_Wellington Economic Development
2. 2020-2021_ProfLiab
3. 2020_General

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of July 23, 2020 between Town of Wellington, CO 3735 Cleveland Avenue, Wellington, CO 80549 (TOWN) and Ayres Associates Inc, 3665 JFK Parkway, Building 2, Suite 100 | Fort Collins, CO 80525-3152 (AYRES).

TOWN intends to retain AYRES for professional services to/for On-Call Economic Development Services and as described in Attachment A (hereinafter called the Project).

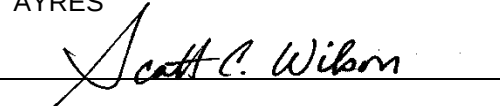
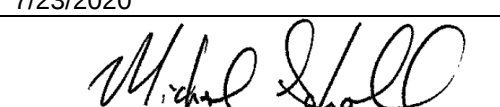
TOWN and AYRES agree to performance of professional services by AYRES and payment for those services by TOWN as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 3 pages.
- Attachment B - Period of Services, consisting of 1 page.
- Attachment C - Compensation and Payments, consisting of 2 pages.
- Attachment D - Terms and Conditions, consisting of 3 pages.
- Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between TOWN and AYRES and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

_____		Ayres Associates Inc
TOWN OF WELLINGTON, CO		AYRES
_____	(Signature)	
_____	(Typed Name)	Scott C. Wilson
_____	(Title)	Vice President
_____	(Date)	7/23/2020
_____	(Attest)	
_____	(Typed Name)	Michael Scholl
_____	(Title)	Economic Development Professional

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated July 23, 2020, between Town of Wellington, CO ("TOWN"), and Ayres Associates Inc ("AYRES").

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 AYRES shall provide professional services for TOWN on the Project to which this Agreement applies, including professional consultation and advice, and duties and responsibilities as provided below.

1.2 Study and Report Phase

After written authorization to proceed, AYRES shall:

1.2.1 Consult with TOWN to clarify and define TOWN's requirements for the Project and review available data provided by TOWN.

1.2.2 Advise TOWN as to the necessity of TOWN's providing or obtaining additional data or services.

1.2.3 Prepare an Economic Development Plan and Policy ("Plan") containing an economic development strategy and setting forth AYRES' findings and recommendations as outlined in the proposal provided to the Town on July 8, 2020, and included below:

Task I - Economic Development Plan and Policy

We (AYRES) will create a draft Economic Development Plan and Policy for consideration by the Board of Trustees. The Plan and Policy would set forth the Town's economic development goals, provide clear direction to Town staff, and establish any tools available for implementation.

Once approved, the Plan and Policy are the expression of the Town's economic development aspirations and serves as the basis for the Town's economic development effort, providing direction to Town staff and creating a method for tracking progress. Progress may include the number of businesses contacted, responses to outreach, new jobs, new retail, and other items as identified by the Town Board.

The work plan we are proposing is based on the following economic development principles:

- Business Retention & Expansion
- Business Attraction
- Business Creation
- Talent/Workforce Development

AYRES seek to explore these concepts, identify opportunities, establish clear goals, and create a policy so that Wellington can invest its limited resources in an effective and productive manner.

AYRES engagement process consists of two phases, (1) OUTREACH – preliminary data collection and economic scan, Board of Trustee interviews, and outside stakeholder interviews, followed by (2) REVIEW – the presentation of the preliminary draft plan and policy to the Board of Trustees. For the outside stakeholder interviews, we have identified the following and would anticipate additional interviews based on feedback from the Town staff:

- Larimer County Economic and Workforce Development
- Larimer Small Business Development Center

- Procurement Counselor, Colorado Procurement Technical Assistance Center
- Wellington Area Chamber of Commerce
- Wellington Main Streets Program

1.2.4 Furnish a digital copy of the Plan and Plan documents and review them in person with TOWN.

1.2.5 Provide a presentation to the TOWN summarizing the Plan findings and recommendations.

1.3 Management Phase

After written authorization to proceed, AYRES shall:

1.3.1 In consultation with TOWN and based on the accepted Study and Report documents, determine the general scope, extent, and character of the management phase.

1.3.2 Manage the economic development activities including implementation of the report, engagement with local businesses, responses to site selection requests, attend regional economic development meetings as necessary, meet with local boards, provide quarterly reports to the Board of Trustees, and monthly written reports to Town Administrator, and other projects as directed by the Town Administrator as outlined in the proposal dated July 8, 2020.

AYRES would anticipate providing the following scope of services:

- Implementation of the approved Economic Development Plan and Policy
- Regular engagement with local businesses
- Response to site selection requests and commercial broker solicitations
- Engagement and meeting attendance at the Northern Colorado Regional Economic Initiative sponsored by Larimer County
- Engagement and meeting attendance at the Wellington Area Chamber of Commerce
- Quarterly reports to the Wellington Board of Trustees
- Monthly written reports to the Town Administrator
- Other projects as necessary and at the direction of the Town Administrator

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by TOWN, AYRES shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by TOWN as indicated in Attachment C.

2.1.1 Preparation or pursuit of additional projects as directed by the Town Administrator.

2.1.2 Incidental purchases as approved by the Town Administrator.

2.1.3 Services resulting from significant changes in the general scope, extent, or character of the Project. Special projects will be tracked hourly as a separate billing task to enable transparency

2.1.10 Additional services in connection with the Project, including services which are to be furnished by TOWN as listed below, and services not otherwise provided for in this Agreement.

ARTICLE 3 - TOWN'S RESPONSIBILITIES

TOWN shall do the following in a timely manner so as not to delay the services of AYRES:

3.1 Designate in writing a person to act as TOWN's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to AYRES' services for the Project.

3.2 Provide all criteria and full information as to TOWN's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations; and furnish copies of all standards which TOWN will require to be included in the Project.

3.3 Place at AYRES' disposal all available pertinent information including previous reports and any other relevant data.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated July 23, 2020, between Town of Wellington, CO ("TOWN"), and Ayres Associates Inc ("AYRES").

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for AYRES' services have been agreed to in anticipation of the orderly and continuous progress of the Project. AYRES' obligation to render services hereunder will extend for a period which may reasonably be required, including extra work, and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of AYRES, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in the Study and Report Phase will be completed and the Report submitted within 45 days after written authorization to proceed which will be given by TOWN within thirty days after AYRES has signed this Agreement.

4.3 After acceptance by TOWN of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by TOWN, and upon written authorization from TOWN, AYRES shall proceed with the performance of the services called for in the Management Phase.

4.4 AYRES' services under each phase of this Agreement shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by TOWN or (2) thirty days after the date when such submissions are delivered to TOWN, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Project Report and Plan.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated July 23, 2020, between Town of Wellington, CO ("TOWN"), and Ayres Associates Inc ("AYRES").

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. TOWN shall pay AYRES for Basic Services set forth in Attachment A as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of AYRES' employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of AYRES' independent professional associates and subconsultants, if any. Additional projects will be approved in advance with an allocated budget limit identified. Any required purchases not invoiced directly through the Town will be approved in writing and routed through the monthly Ayres invoice with receipts attached. For clerical tasks, our team will bill using a reduced "administrative" rate. This rate enables us to prioritize efficiency and provide you with a more competitive rate. Any miscellaneous expenses and mileage will be billed separately. Mileage will be charged according to the current federal mileage rate. Ayres billing rates are adjusted on January 1 of each new year to reflect annual employee cost of living increases. These typically are in the range of between 3-4% annually. On January 1, 2021, this billing rates will be adjusted accordingly.

Wellington Economic Development - 2020 Rate Table							
	Task Type/Rate		Est. Hours (Monthly)		Labor Cost		Total
Staff	Regular	Admin	Regular	Admin	Regular	Admin	
Scholl	\$ 160.00	\$ 128.00	24	4	\$ 3,840.00	\$ 512.00	\$ 4,352.00
Ashby	\$ 160.00	\$ 128.00	4	0	\$ 640.00	\$ -	\$ 640.00
Quast	\$ 98.00	\$ 48.00	4	4	\$ 392.00	\$ 192.00	\$ 584.00
Estimated Monthly Hours			32	8			40
Estimated Monthly Total							\$ 5,576.00

5.1.1.2 The total compensation for services under paragraph 5.1.1 is estimated based on the following assumed distribution of compensation:

- a. Study and Report Phase \$15,000.00
- b. Management Phase \$5,576.00 per month

5.1.1.3 AYRES may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by TOWN.

5.1.1.4 The total estimated compensation for AYRES' services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of AYRES' independent professional associates and subconsultants.

5.1.2 Additional Services. TOWN shall pay AYRES for Additional Services, if any, as follows:

5.1.2.1 For services of AYRES' employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 (except for services as a AYRES or witness under Attachment A, paragraph 2.1.9), an amount equal to the cumulative hours charged to the Project by each class of AYRES' employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of AYRES' independent professional associates and subconsultants, if any.

5.1.3 Reimbursable Expenses. TOWN shall pay AYRES for all Reimbursable Expenses incurred in connection with services as follows:

5.1.3.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by AYRES based on the rates set forth in Appendix 1 to this Attachment C.

5.1.4 Amounts Billed. The amounts billed for AYRES' services will be based on the cumulative hours charged to the Project during the billing period by each class of AYRES' employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of AYRES' independent professional associates and subconsultants.

5.1.5 Records. Records pertinent to AYRES' compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify AYRES' charges and upon TOWN's timely request, AYRES shall make copies of such records available to TOWN at cost.

5.2 Payments

5.2.1 Times of Payments. AYRES shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. TOWN shall make prompt monthly payments in response to AYRES' invoices.

5.2.2 Failure to Pay. If TOWN fails to make any payment due AYRES for services and expenses within thirty days after receipt of AYRES' invoices, the amounts due AYRES will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, AYRES may, after giving seven days' written notice to TOWN, suspend services under this Agreement until AYRES has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by TOWN under Attachment D, paragraph 7.5, AYRES will be entitled to invoice TOWN and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by TOWN for convenience or by AYRES for cause, AYRES also shall be entitled to invoice TOWN and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with AYRES' independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from AYRES' compensation or expenses on account of any setoffs or back charge.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated July 23, 2020, between Town of Wellington, CO (TOWN), and Ayres Associates Inc (AYRES).

ARTICLE 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

AYRES' opinions of probable Project Costs are made on the basis of AYRES' experience, qualifications, and judgment; but AYRES cannot and does not guarantee that actual Project Costs will not vary from opinions of probable cost. If TOWN wishes greater assurance as to Total Project Costs, TOWN shall employ an independent cost estimator.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by AYRES under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. AYRES does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, AYRES will not accept those terms and conditions offered by TOWN in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents prepared or furnished by AYRES (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and AYRES shall retain an ownership and property interest therein. TOWN may make and retain copies for information and reference in connection with use by TOWN; however, such documents are not intended or represented to be suitable for reuse by TOWN or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by AYRES for the specific purpose intended will be at TOWN's sole risk and without liability or legal exposure to AYRES, or to independent professional associates or subconsultants, and TOWN shall indemnify and hold harmless AYRES and independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle AYRES to further compensation at rates to be agreed upon by TOWN and AYRES.

7.3 Electronic Files

7.3.1 TOWN and AYRES agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either TOWN or AYRES are subject to review and acceptance by the other party. Additional services by AYRES made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance

period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 TOWN is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by AYRES and electronic files, the hard-copy documents shall govern.

7.4 Insurance

AYRES shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of AYRES at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 TOWN and AYRES each is hereby bound and the partners, successors, executors, administrators and legal representatives of TOWN and AYRES (and to the extent permitted by paragraph 7.7.2 the assigns of TOWN and AYRES) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.7.2 Neither TOWN nor AYRES shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent AYRES from employing such independent professional associates and subconsultants as AYRES may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than TOWN and AYRES, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of TOWN and AYRES and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. TOWN and AYRES agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, TOWN and AYRES agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

AYRES shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Limitation of Professional Liability

TOWN agrees to limit AYRES' professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or AYRES' fee, whichever is greater. In the event that TOWN does not wish to limit AYRES' professional liability to this sum, AYRES agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving TOWN's written request prior to the start of AYRES' services.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated July 23, 2020, between Town of Wellington, CO (TOWN), and Ayres Associates Inc (AYRES).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the AYRES for any and all claims which may arise against the AYRES because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the AYRES against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if AYRES is engaged in these activities.

Commercial General Liability coverage shall also protect the AYRES for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the AYRES against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.6 Valuable Papers

During the life of this Agreement, the AYRES shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the AYRES.



AYREASS-01

SAGRASSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson Insurance Madison 525 Junction Road Madison, WI 53717	CONTACT NAME: Mary Jo Nowak, AU, CIC, ARM, RPLU	
	PHONE (A/C, No, Ext): (608) 203-3893	FAX (A/C, No): (877) 254-8586
	E-MAIL ADDRESS: mnowak@johnsonfinancialgroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : RLI Insurance Company	
INSURED Ayres Associates Inc 3433 Oakwood Hills Pkwy Eau Claire, WI 54701	NAIC # 13056	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

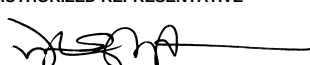
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			RDP0036638	6/30/2020	6/30/2021	Each Claim 5,000,000
A	Professional Liab			RDP0036638	6/30/2020	6/30/2021	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Wellington CO 3735 Cleveland Avenue Wellington, CO 80549	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 245 South Executive Drive, Suite 200 Brookfield WI 53005		CONTACT NAME: Sharon Bannach PHONE (A/C, No, Ext): 262-792-2214 E-MAIL ADDRESS: Sharon_Bannach@ajg.com FAX (A/C, No): 262-792-1712	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Co of America	
		INSURER B: The Travelers Indemnity Company of CT	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1808273534 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6302183P260	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA2L352245	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP9J784097	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 Products/Compl Ops \$ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB9H943775	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Wellington, CO
3735 Cleveland Avenue
Wellington CO 80549

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Treasurer Financial Report – June 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)		6/30/2020	12/31/2020	6/30/2020	YTD
		ACTUAL	BUDGET	YTD	% Change
Revenues					
Taxes and Impact Fees		315,514	3,609,779	1,990,997	55%
Licenses and Permits		48,705	501,560	373,137	74%
Intergovernmental		513	3,690	2,119	57%
Charges for Services		12,523	101,927	54,712	54%
Fines and Forfeitures		780	11,719	3,834	33%
Earnings and Investments		3,940	179,161	41,636	23%
Miscellaneous		25	14,695	6,567	45%
Total Revenue		382,001	4,422,531	2,473,002	56%
Transfers In					
General Fund		201,764	2,421,173	1,210,586	50%
Total Transfers In		201,764	2,421,173	1,210,586	50%
Expenditures					
Current:					
General Government		185,905	2,535,579	1,052,758	42%
Public Safety		345,257	1,466,817	391,448	27%
Public Works		91,576	1,514,049	550,895	36%
Parks and Recreation		251	90,910	33,117	36%
Economic Development		28	261,910	110,230	42%
Library		11,531	203,340	88,703	44%
Capital Outlay		62,808	1,541,000	406,761	26%
Total Expenditures		697,355	7,613,605	2,633,912	35%
Excess of Revenue over					
Expenditures		(113,590)	(769,901)	1,049,677	
Fund Balance at Beg (Estimated)		5,551,060	5,551,060	5,551,060	
Fund Balance at End (Estimated)		5,437,470	4,781,159	6,600,737	138%

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

(All figures Unaudited)	6/30/2020	12/31/2020	6/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	111,814	1,977,305	766,184	39%
Licenses and Permits	8,850	1,800	49,300	2739%
Earnings and Investments	719	21,906	10,729	49%
Miscellaneous	-	2,000	220	11%
Total Revenue	121,383	2,003,011	826,434	41%
Expenditures				
Current:				
Public Works	18,720	337,842	124,158	37%
Capital Outlay	-	1,064,189	9,554	1%
Total Expenditures	18,720	1,402,031	133,712	10%
Transfers Out				
Transfer to General Fund	42,245	506,938	253,469	50%
Total Transfers Out	42,245	506,938	253,469	50%
Excess of Revenue over				
Expenditures	60,418	94,042	439,253	
Fund Balance at Beg (Estimated)	1,445,059	1,445,059	1,445,059	
Fund Balance at End (Estimated)	1,505,477	1,539,101	1,884,312	122%

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

(All figures Unaudited)	6/30/2020	12/31/2020	6/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	83,334	1,337,037	697,309	52%
Charges for Services	(86)	109,599	24,956	23%
Earnings and Investments	904	35,000	13,175	38%
Miscellaneous	-	-	-	0%
Total Revenue	84,152	1,481,636	735,439	50%
Transfers In				
Conservation Trust	-	200,000	-	0%
Total Transfers In	-	200,000	-	0%
Expenditures				
Current:				
Parks and Recreation	60,281	1,014,679	376,301	37%
Capital Outlay	33,380	333,000	65,590	20%
Debt Service:				
Principal	19,653	225,881	117,751	52%
Interest	2,802	43,579	16,979	39%
Total Expenditures	116,115	1,617,139	576,621	36%
Transfers Out				
Transfer to General Fund	27,847	334,162	167,081	50%
Total Transfers Out	27,847	334,162	167,081	50%
Excess of Revenue over				
Expenditures	(59,811)	(269,665)	(8,263)	
Fund Balance at Beg (Estimated)	2,484,872	2,484,872	2,484,872	
Fund Balance at End (Estimated)	2,425,061	2,215,207	2,476,609	112%

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

(All figures Unaudited)	6/30/2020	12/31/2020	6/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Intergovernmental	24,489	92,000	48,761	53%
Earnings and Investments	251	9,500	3,723	39%
Total Revenue	24,740	101,500	52,484	52%
Transfers Out				
Transfer to Park Fund	-	-	-	0%
Total Transfers Out	-	-	-	0%
Excess of Revenue over				
Expenditures	24,740	101,500	52,484	
Fund Balance at Beg (Estimated)	479,190	479,190	479,190	
Fund Balance at End (Estimated)	503,930	580,690	531,674	92%

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

(All figures Unaudited)	6/30/2020	12/31/2020	6/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	241,137	2,097,382	982,341	47%
Miscellaneous	-	-	-	0%
Total Operating Revenue	241,137	2,097,382	982,341	47%
Operating Expenses				
Administrative	75,723	908,674	454,337	50%
Operating	61,115	2,226,170	397,273	18%
Depreciation	-	-	-	0%
Total Operating Expenses	136,838	3,134,844	851,610	27%
Operating Income (Loss)	104,300	(1,037,462)	130,731	-13%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	6,335	85,593	70,992	83%
Earnings on Investments	6,457	371,046	85,623	23%
Interest Expense	-	(480,306)	(41,948)	9%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	6,457	(109,260)	43,675	-40%
Income (Loss) Before Transfers & Contributions	110,756	(1,146,722)	174,405	
Capital Contributions	255,591	4,466,601	2,626,570	59%
Changes in Net Position	366,347	3,319,879	2,800,976	84%
Net Position Beg (Estimated)	35,744,566	35,744,566	35,744,566	100%
Net Position End (Estimated)	36,110,913	39,064,445	38,545,542	99%
Fund Balance Beg (Estimated)*	18,032,137	18,032,137	18,032,137	
Change**	326,069	(2,615,922)	(171,077)	
Fund Balance End (Estimated)	18,358,206	15,416,215	17,861,060	

*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)	6/30/2020	12/31/2020	6/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	120,161	1,327,389	699,973	53%
Total Operating Revenue	120,161	1,327,389	699,973	53%
Operating Expenses				
Administrative	46,110	553,319	276,660	50%
Operating	56,705	783,772	339,329	43%
Depreciation	-	-	-	0%
Total Operating Expenses	102,815	1,337,091	615,988	46%
Operating Income (Loss)	17,346	(9,702)	83,985	-866%
Non - Operating Revenues (Expenses)				
Earnings on Investments	3,892	163,386	79,998	49%
Interest Expense	-	(133,521)	(8,905)	7%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	3,892	29,865	71,093	238%
Income (Loss) Before Transfers & Contributions	21,238	20,163	155,078	
Capital Contributions	120,000	1,944,000	1,080,000	56%
Changes in Net Position	141,238	1,964,163	1,235,078	63%
Net Position Beg (Estimated)	21,901,894	21,901,894	21,901,894	100%
Net Position End (Estimated)	22,043,132	23,866,057	23,136,972	97%
Fund Balance Beg (Estimated)	10,057,413	10,057,413	10,057,413	
Change*	119,939	224,008	1,027,928	
Fund Balance End (Estimated)	10,177,352	10,281,421	11,085,341	

*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)	6/30/2020	12/31/2020	6/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	52,697	589,002	303,357	52%
Total Operating Revenue	52,697	589,002	303,357	52%
Operating Expenses				
Administrative	9,840	118,080	59,040	50%
Operating	689	275,708	5,800	2%
Depreciation	-	-	-	0%
Total Operating Expenses	10,529	393,788	64,840	16%
Operating Income (Loss)	42,169	195,214	238,517	122%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	14,421	97,286	133,470	137%
Earnings on Investments	393	20,558	5,866	29%
Total Non-Operating Revenues (Expenses)	14,814	117,844	139,337	118%
Income (Loss) Before Transfers & Contributions	56,983	313,058	377,854	
Capital Contributions	-	-	-	0%
Changes in Net Position	56,983	313,058	377,854	121%
Net Position Beg (Estimated)	3,913,099	3,913,099	3,913,099	100%
Net Position End (Estimated)	3,970,082	4,226,157	4,290,953	102%
Fund Balance Beg (Estimated)	1,026,448	1,026,448	1,026,448	
Change*	66,364	(303,241)	209,696	
Fund Balance End (Estimated)	1,092,812	723,207	1,236,144	

*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)	6/30/2020	12/31/2020	6/30/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Transfers				
Transfers In	185,990	23,050,813	3,096,665	13%
Total Transfers In	185,990	23,050,813	3,096,665	13%
Capital Projects				
Down Town Master Plan	-	-	-	0%
Property Acquisition	-	350,000	266,562	76%
Comprehensive Plan/Land Use Update	11,124	150,000	34,581	23%
Town Hall Space Needs Assessment	7,520	770,000	9,483	1%
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	18,844	13,730,780	88,758	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	36,778	480,000	369,756	77%
Bulk Water Dispenser	-	60,000	-	0%
3 Chemical Chlorine Dioxide	-	160,000	-	0%
Improved Carbon Feed System	-	70,000	-	0%
Fire Hydrant Replacement	-	60,000	-	0%
Distribution System Master Plan	-	125,000	-	0%
Buffalo Creek Booster Station Upgrade	-	40,000	-	0%
Distribution System Rehabilitation Project	3,500	200,000	9,222	5%
Nano Plant Expansion	-	47,513	-	0%
Back-Up MGD Pump	-	60,000	11,315	19%
Bulk NaOH and Antiscalant	-	30,000	-	0%
Clearwell HS Pump Upgrage	-	25,000	-	0%
Water Source Development	-	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	8,441	135,000	8,441	6%
WWTP Masterplan	12,858	185,000	23,610	13%
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	9,381	127,200	21,042	17%
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	33,380	40,000	33,380	83%
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	44,164	75,000	44,164	59%
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)	6/30/2020	12/31/2020	6/30/2020	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	185,990	23,050,813	3,096,665	13%
Changes in Net Position	-	-	-	0%
Fund Balance End (Estimated)	-	-	-	0%

Town of Wellington
Checks 06-15-2020 to 7-15-2020

Check Issue Date	Package	Payee	Amount
6/21/2020	Check on Demand	BETHANY POLLACEK	100.00
6/21/2020	Check on Demand	JENNIFER SILOS	100.00
6/21/2020	Check on Demand	MICHELE DALTON	21.31
6/21/2020	Utility Management	AMANDA MORALES	183.67
6/21/2020	Utility Management	ARAGON JR., MIKE	112.69
6/21/2020	Utility Management	CRISTINA GONCALVES	90.08
6/21/2020	Utility Management	CUMMINGS, CODY	57.24
6/21/2020	Utility Management	DEE DEE ALLISON	60.32
6/21/2020	Utility Management	DR HORTON	45.74
6/21/2020	Utility Management	DR HORTON	80.75
6/21/2020	Utility Management	DR HORTON	76.91
6/21/2020	Utility Management	ELIZABETH/MATTHEW OWEN	126.33
6/21/2020	Utility Management	GLO & DAVID REETZ	192.23
6/21/2020	Utility Management	HARTFORD CONSTRUCTION LLC	45.74
6/21/2020	Utility Management	HARTFORD CONSTRUCTION LLC	63.14
6/21/2020	Utility Management	HARTFORD CONSTRUCTION LLC	111.79
6/21/2020	Utility Management	HARTFORD CONSTRUCTION LLC	21.49
6/21/2020	Utility Management	HARTFORD CONSTRUCTION LLC	83.69
6/21/2020	Utility Management	HARTFORD CONSTRUCTION LLC	46.01
6/21/2020	Utility Management	HARTFORD HOMES	16.95
6/21/2020	Utility Management	JAMES P HAUAN	123.82
6/21/2020	Utility Management	KIM CUNNINGHAM	58.28
6/21/2020	Utility Management	MONIKA/ERIK RIEDEL	125.42
6/21/2020	Utility Management	OLIVIA & SAXON MARTINEZ	101.95
6/21/2020	Utility Management	PATTEN, HALLIE	54.46
6/21/2020	Utility Management	SAGE HOMES LLC	119.66
6/21/2020	Utility Management	SAGE HOMES LLC	118.66
6/21/2020	Utility Management	SAGE HOMES LLC	67.67
6/21/2020	Utility Management	SAGE HOMES LLC	119.29
6/21/2020	Utility Management	SAGE HOMES LLC	65.73
6/21/2020	Utility Management	SCOTT MEIKEL	38.48
6/21/2020	Utility Management	SUSAN MASSA	12.72
6/25/2020	ALLSTATE	MAY PREMIUMS	(418.56) V
6/19/2020	BASIC BENEFITS LLC	JUNE 2020 MONTHLY COBRA FEE	26.00
6/19/2020	GALLEGOS SANITATION	GARBAGE SERVICE	562.00
6/19/2020	HealthEZ	Health Insurance Premiums	22,736.00
6/19/2020	RISE BROADBAND	WATER PLANT INTERNET	89.38
6/19/2020	TDS	Internet at 3749 Harrison	74.95
6/19/2020	XCEL ENERGY	8130 3rd Street	1,293.73
6/19/2020	GALLEGOS SANITATION	TOILET SERVICE	800.00
6/19/2020	GALLEGOS SANITATION	Sewer Plant Trash Service	150.00
6/21/2020	GUARDIAN	JULY INSURANCE PREMIUM	4,242.40
6/23/2020	Jive Communications Inc	TELEPHONE	744.49
6/23/2020	TDS	Internet at 4006 Hayes Ave	44.95
6/23/2020	XCEL ENERGY	4000 WILSON AVE	21.44
6/25/2020	ALLSTATE	MAY PREMUMS	406.11
6/25/2020	VERIZON WIRELESS	TOWN CELL PHONES	1,873.00
6/25/2020	XCEL ENERGY	Utilities 8760 Buffalo Creek Pkwy	378.26
6/29/2020	NORTHERN COLORADO SPORTS OFFICIALS	Invoice: 6517 ; payment for April through June 2020	1,875.00
6/29/2020	RISE BROADBAND	Internet for WWTP	119.38
6/29/2020	TDS	Internet Bill at 3815 Harison Ave	149.95
6/29/2020	XCEL ENERGY	4000 WILSON AVE	1,622.92
6/29/2020	CENTURYLINK	970-568-3021 261	559.65
7/1/2020	FIRST NATIONAL BANK OMAHA	PCARDS	11,232.15
7/1/2020	FIRST NATIONAL BANK OMAHA	PCARDS	11,957.33
7/1/2020	NORTHERN COLORADO SPORTS OFFICIALS	SCHEDULING/ADMIN JULY	625.00
7/14/2020	ALLSTATE	JUNE PREMIUMS	538.14
7/14/2020	CENTURYLINK	LEWAN INTERNET	580.46
7/14/2020	HEALTHIEST YOU	JULY INSURANCE PREMIUM	490.00
7/14/2020	POUDRE VALLEY REA	Town Utility Bills	4,990.97
6/25/2020	SAFEBUILT COLORADO, INC.	October Permit Activity	(21,409.23) V
6/21/2020	ABLAO LAW LLC	2020 MUNICIPAL COURT BLANKET PO-JUNE	1,500.00

6/21/2020 AWWA	Invoice: R47981784	349.00
6/21/2020 CINTAS	2020 Blanket PO for WWTP First Aid Restock	206.36
6/21/2020 COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	953.00
6/21/2020 COURTESY LAWN & TREE CARE INC.	2020 Blanket PO Fertilization for Parks	15,788.00
6/21/2020 DAVID W. SCHNEIDER	Blanket PO for Greenhouse/Harrison Ave	216.00
6/21/2020 DON KEHN CONSTRUCTION	Asphalt for Pothole Repair	1,068.90
6/21/2020 DPC INDUSTRIES, INC	2020 Blanket PO for WWTP Chemicals	3,588.50
6/21/2020 ELWOOD STAFFING SERVICES, INC	Invoice: 2357835 Baird - \$885.95; Yarbrough - \$918.00	4,058.45
6/21/2020 EMPLOYERS COUNCIL SERVICES, INC.	Invoice: 0000345695	206.00
6/21/2020 EON OFFICE	Desk and chair for new Town Clerk	1,254.55
6/21/2020 GOVCONNECTION, INC.	New computer	832.71
6/21/2020 INFUSION ARCHITECTS	WELLINGTON TOWN HALL MP	7,520.00
6/21/2020 INTERSTATES CONSTRUCTION SRVCS	New Controls for Chlorine at Nano	1,123.91
6/21/2020 JACOBS ENGINEERING C/O BANK OF AMERICA	WWTP MASTER PLAN	32,001.25
6/21/2020 L.C. SALES TAX ADMINISTRATOR	Less 3 1/3% Vendor Fee	36,524.45
6/21/2020 LAND TITLE GUARANTEE COMPANY	Waterline Assessment CR58	500.00
6/21/2020 LARIMER COUNTY FITD SERVICES	Invoice: April 2020 billing	621.00
6/21/2020 LEWAN & ASSOCIATES, INC.	MICROSOFT LICENSE-MAY CHARGES	1,120.00
6/21/2020 LYONS GADDIS	PURCHASE OF NPIC SHARES FROM MCGRAW TRUST	1,620.00
6/21/2020 MARCH & OLIVE, LLC	CRIMINAL DOCKET	18,251.21
6/21/2020 NALCO COMPANY	2020 Blanket PO for WTP Chemicals	4,328.01
6/21/2020 NORTHERN ENGINEERING	Topo for Cleveland	17,822.46
6/21/2020 PHONE COMPUNET INC.	PHONE SERVICES FOR TOWN PHONE	703.75
6/21/2020 Quantum Pump and Controls LLC	Viewpoint Lift Station Flow Meter	1,950.00
6/21/2020 ROBERT B SAUSAMAN III	SKATE PARK SUPPLIES REIMBURSEMENT	1,270.00
6/21/2020 SAFEUILT COLORADO, LLC	May Permit Activity	70,737.63
6/21/2020 SHELTER SPECIALIST, LLC	Community Park dugout covers	33,380.00
6/21/2020 TIMBERLINE ELECTRIC & CONTROL CORP.	WILSON WELLS IMPROVEMENTS	40,019.00
6/21/2020 TRAFFIC SIGNAL CONTROLS, INC.	Safety Improvment Crossing Equipment	44,164.00
6/21/2020 TREE TOP INC.	2020 Blanket PO for Tree Services	1,500.00
6/21/2020 TROPHY CREATIVE LLC	PW Staff R&M Apparel	2,099.07
6/21/2020 UNCC	Sewer Line Locates	382.93
6/21/2020 WELLINGTON FIRE PROTECTION DIS	Less 5% Vendor Fee	44,992.00

Total

441,650.23

Town of Wellington
Purchasing Cards
05-16-2020 to 06-15-2020

Dates	Descriptions	Transactions	Vendor
06/15/2020	WELDER CART.	131.99	AMZN MKTP US*MY10Y46R2
06/15/2020	SCREWS FOR SKATERAMP GATOR SKIN INSTALL	28.87	AMAZON.COM*MY2U968S2 A
06/15/2020	DRUM OF SYNTHETIC MOTOR OIL 15W40	600.00	FACTORY MTR PTS #65
06/15/2020	SENIOR BUS WINDSHIELD REPAIR	207.99	HARDING AUTO GLASS
06/15/2020	WWTP WINDSHIELD FLEET VEHICLE REPAIR	201.97	HARDING AUTO GLASS
06/15/2020	KIMWIPES	123.18	AMZN MKTP US*MY6FU3Q12
06/15/2020	PEPPER SPRAY FOR BEHIND DESK	9.95	AMZN MKTP US*MY50P6QW2
06/15/2020	SHOP BROOM	36.15	HD SUPPLY WHITE CAP #0
06/15/2020	POSTAGE FEE FOR FLUORIDE COMPLIANCE SAMPLE	2.20	USPS PO 0795220339
06/15/2020	PARKS IRRIGATION	319.70	CPS DISTRIBUTORS
06/15/2020	PLYWOOD FOR SKATE PARK	114.60	THE HOME DEPOT #1544
06/15/2020	GET WELL CARDS & SUPPLIES FOR DJ	9.25	FAMILY DOLLAR #9016
06/15/2020	TRAINING SEMINAR ON FLOCULATION	20.00	WEF MAIN
06/12/2020	RACHEL-TH SHARPIE'S AND PENS	30.98	AMZN MKTP US*MY9R75KA0
06/12/2020	RACHEL-2 TH SCISSORS	7.58	AMZN MKTP US*MY8GV1KR0
06/12/2020	PW ADMIN CUBICLE WALL CONNECTORS	82.92	EON OFFICE PRODUCTS
06/12/2020	CHAIN	86.58	BOMGAARS #69 WELLINGTO
06/12/2020	HEY KEYS	46.93	BOMGAARS #69 WELLINGTO
06/12/2020	OUTLET COVER	2.39	BOMGAARS #69 WELLINGTO
06/12/2020	SPLIT - SRP R.BANDS 20.44,SPOONS 10.00 (58.06%)	30.44	SPLIT - SRP R.BANDS 20.44,SPOONS 10.00 (58.06%)
06/12/2020	SPLIT - STORAGE BOXES (41.94%)	21.99	SPLIT - STORAGE BOXES (41.94%)
06/12/2020	OFFICE SUPPLIES	96.14	EON OFFICE PRODUCTS
06/12/2020	PARTS FOR EMULSION TANK	82.24	THE HOME DEPOT 1544
06/11/2020	CABLE GRIPPERS TO PULL DIGESTER PUMPS.	70.28	AMZN MKTP US*MY5C34M62
06/11/2020	CUBICLE WALLS FOR PW ADMIN BUILDING	997.64	EON OFFICE PRODUCTS
06/11/2020	WATER DISPENSER FOR TOWN HALL	199.99	AMAZON.COM*MY93129N1
06/11/2020	PW ADMIN BUILDING WINDOW CURTAINS	33.99	AMZN MKTP US*MY7T19610
06/11/2020	SUPPLIES	708.86	ALL WATER LLC
06/11/2020	SUPPLIES	657.00	ALL WATER LLC
06/11/2020	SUPPLIES	127.95	BOMGAARS #69 WELLINGTO
06/11/2020	THREE KEYS FOR WCP BATHROOMS	5.97	BOMGAARS #69 WELLINGTO
06/11/2020	PAPER TOWELS	44.50	AMZN MKTP US*MY4EJ8Q90
06/11/2020	HOSE	182.48	PARKER STORE MCCOY SAL
06/11/2020	AC AND SUPPLIES GREEN HOUSE	42.52	BOMGAARS #69 WELLINGTO
06/11/2020	PRESSURE SWITCH	18.48	GRAINGER
06/10/2020	PW ADMIN OFFICE SUPPLIES	54.91	AMZN MKTP US*MY8DZ3GJ2
06/10/2020	NEW FRIDGE FOR TOWN HALL	749.99	BESTBUYCOM806112963126
06/10/2020	NANO EAR PROTECTION AND PLIERS FOR THE PLANT	79.97	BOMGAARS #69 WELLINGTO
06/10/2020	EMPLOYEE RANDOM DRUG TEST	68.07	FADV DRUG TESTING
06/10/2020	LIBRARY MAINTENANCE	47.07	BOMGAARS #69 WELLINGTO
06/10/2020	TAPE MEASURE	10.99	BOMGAARS #69 WELLINGTO
06/09/2020	SPLIT - PEAT POTS/ FELT FOR SRP (58.17%)	47.94	SPLIT - PEAT POTS/ FELT FOR SRP (58.17%)
06/09/2020	SPLIT - TAPE REFILL, DVD SLEEVES (41.83%)	34.48	SPLIT - TAPE REFILL, DVD SLEEVES (41.83%)
06/09/2020	CLEANING LIQUID, DOOR STOP	48.94	AMZN MKTP US*MY9XC9072
06/09/2020	SEED PACKETS: SRP	10.99	AMZN MKTP US*MY5XF10S2
06/09/2020	COVID-19 RACHEL-REC CLEANING WIPES	61.96	AMZN MKTP US*MY4H370K2
06/09/2020	COVID-19 RACHEL-REC LYSOL SPRAY	55.80	AMAZON.COM*MY2E890S2
06/09/2020	NANO HOSE EXTENSION FOR CHEMICAL FILL	49.35	BOMGAARS #69 WELLINGTO
06/09/2020	RACHEL-TH GORILLA GLUE FOR FRIDGE HANDLE	7.84	AMAZON.COM*MY15M75H0
06/09/2020	CHALKBOARD DECAL	21.98	AMZN MKTP US*MY7993HR1
06/09/2020	CLEANING SPRAY BOTTLES	12.97	AMZN MKTP US*MY5ZG8GF0
06/09/2020	SUPPLIES	995.25	4 RIVERS EQUIPMENT
06/09/2020	SPANNER WRENCH TO REMOVE A BASIN GEARBOXES.	55.29	AMAZON.COM*MY7VZ8NW2 A
06/08/2020	PORTABLE HARD DRIVE FOR ENGINEERING DATA BACKUP	114.99	AMAZON.COM*MY6LC0NF2
06/08/2020	SPLIT - PEAT POTS FOR SRP (40.1%)	23.99	SPLIT - PEAT POTS FOR SRP (40.1%)
06/08/2020	SPLIT - LAPTOP CHARGER REPLACEMENT (25.05%)	14.99	SPLIT - LAPTOP CHARGER REPLACEMENT (25.05%)
06/08/2020	SPLIT - TAPE DISPENSER (34.85%)	20.85	SPLIT - TAPE DISPENSER (34.85%)
06/08/2020	OFFICE SOFTWARE	52.99	ADOBE CREATIVE CLOUD
06/08/2020	PH PROBES	881.00	USA BLUE BOOK
06/08/2020	HOSE REPAIR PARTS	4.79	BOMGAARS #69 WELLINGTO
06/08/2020	TAPE DISPENSERS	9.00	AMZN MKTP US*MY54X7X11
06/08/2020	BULLETIN BOARD	154.46	AMZN MKTP US*MY2BZ90N0
06/08/2020	WOODEN CUTOUTS FOR SUMMER READING PROG.	51.82	AMZN MKTP US*MY3800XU1
06/08/2020	TARP	82.98	BOMGAARS #69 WELLINGTO
06/08/2020	TARP	9.99	BOMGAARS #69 WELLINGTO
06/08/2020	COVID 19-AP TELEWORKING INK CARTRIDGE	102.00	AMZN MKTP US*MY0WD2VW1
06/08/2020	RACHEL-TH PACKAGING TAPE	12.63	AMAZON.COM*MY73H2XA1 A
06/08/2020	TREESCAPE IRRIGATION	70.28	CPS DISTRIBUTORS
06/08/2020	SLING AND SHACKLE TO REMOVE A BASIN GEAR BOXES.	30.84	GRAINGER
06/05/2020	Supplies	62.97	SPLIT - SUMMER READING PROG. SUPPLIES, TRIPOD SRP/ST VIDEOS (80.77%)
06/05/2020	SPLIT - PACKING TAPE (19.23%)	14.99	SPLIT - PACKING TAPE (19.23%)
06/05/2020	CARMEN-PAYROLL PLASTIC TAB BINDER DIVIDERS	16.70	AMAZON.COM*MY9IV7AX0
06/05/2020	DUCT TAPE AND CHEMICAL GLOVES	12.98	BOMGAARS #69 WELLINGTO
06/05/2020	WEED SPRAYING SAFETY GLOVES	5.25	POUDRE VALLEY COOPERAT
06/05/2020	BOARD RETREAT	652.00	EDWARDS HOUSE
06/05/2020	CYNTHIA: POSTAGE METER & SOFTGUARD	310.19	PITNEY BOWES PI
06/05/2020	ONE NIGHT BOARDING FEE.	32.50	WELLINGTON VET CLINIC
06/05/2020	PINS FOR DEPOLOX	1.00	FAMILY DOLLAR #9016
06/05/2020	DEGREASER	5.00	FAMILY DOLLAR #9016
06/05/2020	ROUND UP	283.88	CENEX POUDRE V09903816
06/05/2020	PUMP FOR WEED SPRAYER	90.78	CENEX POUDRE V09903816
06/05/2020	PROPANE	75.84	THE LUBE STOP AND MUCH
06/04/2020	Supplies	290.46	THE UPS STORE 4655
06/04/2020	MOP HEADS AND SCISSORS	45.95	BOMGAARS #69 WELLINGTO
06/04/2020	METER READING GATOR R&M PARTS	834.02	FARIS MACHINERY
06/04/2020	LIGHT BULB AND TESTER	10.48	BOMGAARS #69 WELLINGTO
06/04/2020	ANNUAL TANK RENTAL	15.00	POLAR GAS INC
06/04/2020	Supplies	469.30	PARKER STORE MCCOY SAL
06/04/2020	PARKS IRRIGATION	135.47	CPS DISTRIBUTORS
06/04/2020	BATTERY TIMER FOR SPRINKLER SYSTEM	138.09	CPS DISTRIBUTORS
06/04/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSITIC (25%)	104.54	SPLIT - FLEET VEHICLE GPS/DIAGNOSITIC (25%)
06/04/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSITIC (25%)	104.54	SPLIT - FLEET VEHICLE GPS/DIAGNOSITIC (25%)
06/04/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSITIC (25%)	104.54	SPLIT - FLEET VEHICLE GPS/DIAGNOSITIC (25%)

06/04/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)	104.54	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)
06/04/2020	WTP LAB SAMPLING/TESTING	296.08	COLORADO ANALYTICAL
06/03/2020	WWTP SLUDGE REMOVAL	613.00	MCDONALD FARMS ENTERPR
06/03/2020	TOWN LOGO DECALS FOR NEW EQUINOX FLEET VEHICLES	350.00	PAYPAL *DYNAMICIMAG
06/03/2020	COACH BACKGROUND CHECK	18.50	ACTIVE SCREENING/PROTE
06/03/2020	JOB POSTING FOR TOWN CLERK	151.62	INDEED
06/03/2020	WELDING WIRE.	56.95	AMZN MKTP US*MY68A5460
06/02/2020	UNIFORM JEANS	149.97	BOMGAARS #69 WELLINGTO
06/02/2020	WELDING PLIERS.	17.98	AMAZON.COM*MY65O3OT0 A
06/02/2020	WELDER PARTS.	16.99	AMZN MKTP US*MY0TP73Q1
06/02/2020	WWTP UNIFORM LAUNDRY SERVICE	203.80	LOVELAND STEAM LAUNDRY
06/02/2020	PAINT & TRIM BRUSH FOR TOWN HALL OFFICE	99.70	THE HOME DEPOT 1544
06/02/2020	MOUSE TRAP / BOAT COVER BUNGEE	28.05	BOMGAARS #69 WELLINGTO
06/02/2020	KEROSENE DIESEL FOR HEAVY EQUIPMENT	151.07	CENEX Poudre V09903816
06/02/2020	PAINT & PAINTING SUPPLIES FOR TOWN HALL OFFICE FOR NEW CLERK	148.76	THE HOME DEPOT #1544
06/02/2020	Supplies	33.97	THE HOME DEPOT #1544
06/01/2020	PARKS FLEET VEHICLE OIL FILTER	11.56	NAPA PARTS HEILBRUNS
06/01/2020	PRESSURE SWITCH	36.96	GRAINGER
06/01/2020	OMNI-SITE 4G RADIO UPGRADE.	337.06	OMNISITE
06/01/2020	SUMMER READING PROGRAM PRIZES/TS	107.35	COLLABORATIVE SUMMER L
05/29/2020	SPLIT - BOOKS (6.03%)	19.49	SPLIT - BOOKS (6.03%)
05/29/2020	SPLIT - BARCODE SCANNERS (93.97%)	303.85	SPLIT - BARCODE SCANNERS (93.97%)
05/29/2020	SPLIT - DVDS FOR COLLECTION (44.41%)	32.98	SPLIT - DVDS FOR COLLECTION (44.41%)
05/29/2020	SPLIT - BOOKS (55.59%)	41.28	SPLIT - BOOKS (55.59%)
05/29/2020	4" HOSE 200FT	989.76	PARKER STORE MCCOY SAL
05/29/2020	BOOK	19.94	AMZN MKTP US*M75L27BD2
05/29/2020	PARKS FLEET VEHICLE SEAT COVERS & FLOOR MATS & SUN	85.35	BOMGAARS #69 WELLINGTO
05/29/2020	GOODBYE FLOWERS FOR MICHELLE VANCE APPROVED BY KELLY H.	54.00	SQ *BLOOM FLORAL BOUTI
05/29/2020	CALIBRATION SET W. RFID	532.63	HACH COMPANY
05/28/2020	PLANNER II JOB POSTING	295.00	AMERICAN PLANNING A
05/28/2020	MIG WELDER.	839.00	CYBERWELD
05/27/2020	COMPUTER MONITORS-TOWN CLERK	359.98	AMZN MKTP US*M75UH4VP2
05/27/2020	SHOP VAC	267.95	BOMGAARS #69 WELLINGTO
05/27/2020	SOCKET SET	109.37	BOMGAARS #69 WELLINGTO
05/27/2020	ORGANIZERS	17.54	AMZN MKTP US*M75767BT1
05/27/2020	WELDER PARTS.	88.99	AMZN MKTP US*M77RH4EQ2
05/27/2020	CONFERENCE CANCELLATION REFUND	(577.44)	EXPEDIA 71007380630026
05/27/2020	BIT SET AND CASE	47.98	BOMGAARS #69 WELLINGTO
05/27/2020	ONLINE MANUALS	9.32	SCRIBD INC
05/27/2020	PARKS FLEET FUEL PUMP REPLACEMENT	169.99	CARQUEST 3901
05/27/2020	STREETS SHOP ANTIFREEZE	20.40	NAPA PARTS HEILBRUNS
05/27/2020	PARKS FLEET VEHICLE BALL DROP	13.55	NAPA PARTS HEILBRUNS
05/27/2020	COMPUTER CABLE-TOWN CLERK	12.83	AMZN MKTP US*M78O41GS0
05/27/2020	SPLIT - WRENCH TO INSTALL PLEXIGLASS AT LIBRARY (45.05%)	18.47	SPLIT - WRENCH TO INSTALL PLEXIGLASS AT LIBRARY (45.05%)
05/27/2020	SPLIT - BOLTS TO INSTALL PLEXIGLASS AT LIBRARY (54.95%)	22.53	SPLIT - BOLTS TO INSTALL PLEXIGLASS AT LIBRARY (54.95%)
05/26/2020	O-RINGS FOR NANO VESSELS	124.67	GRAINGER
05/26/2020	STREETS SCAG R&M	29.52	DAN S SMALL ENGINE
05/26/2020	SPLIT - SPRAY PAINT (6.35%)	4.29	SPLIT - SPRAY PAINT (6.35%)
05/26/2020	SPLIT - SHOP TOOLS (93.65%)	63.22	SPLIT - SHOP TOOLS (93.65%)
05/26/2020	SPLIT - SPRAY PAINT TAX REIMBURSEMENT (33.25%)	(1.41)	SPLIT - SPRAY PAINT TAX REIMBURSEMENT (33.25%)
05/26/2020	SPLIT - SHOP TOOLS TAX REIMBURSEMENT (66.75%)	(2.83)	SPLIT - SHOP TOOLS TAX REIMBURSEMENT (66.75%)
05/22/2020	COUPLERS FOR NANO SKID	482.85	FERGUSON ENT #112
05/22/2020	O-RINGS FOR NANO VESSELS	211.78	AMZN MKTP US*M74PD00C1
05/22/2020	TEST FEE	100.00	ABC-NV
05/22/2020	BRASS SADDLE	71.24	DANA KEPNER COMPANY
05/22/2020	PLIERS AND SCREWDRIVERS	62.45	BOMGAARS #69 WELLINGTO
05/22/2020	PVC PARTS FOR NANO	22.01	KELLY SUPPLY CO FORT C
05/22/2020	STREETS SCAG R&M	312.58	DAN S SMALL ENGINE
05/22/2020	WTP FLEET VEHICLE R&M	6.38	NAPA PARTS HEILBRUNS
05/22/2020	Supplies	65.00	BOMGAARS #69 WELLINGTO
05/22/2020	STREETS SHOP TOOLS TO INSTALL ANNEX PLEXIGLASS	5.70	BOMGAARS #69 WELLINGTO
05/22/2020	COMPRESSION FITTINGS	21.94	BOMGAARS #69 WELLINGTO
05/22/2020	WELDER PARTS	87.78	AMZN MKTP US*M740X0AV0
05/22/2020	FASTENERS	4.14	BOMGAARS #69 WELLINGTO
05/21/2020	WTP MASKS FOR CARBON	427.14	EON OFFICE PRODUCTS
05/21/2020	WTP MASKS FOR CARBON	79.00	EON OFFICE PRODUCTS
05/21/2020	BATTERIES FOR SMOKE DETECTORS IN TOWN WIDE FACILITIES	39.27	AMAZON.COM*M79KL1JK0 A
05/21/2020	WTP WATER FOR SAMPLING	23.43	DS SERVICES STANDARD C
05/21/2020	Zoom	15.99	ZOOM.US
05/21/2020	ADDRESS STAMP	26.83	EON OFFICE PRODUCTS
05/21/2020	COVID-19 COURT FACE MASKS	189.00	EON OFFICE PRODUCTS
05/21/2020	COVID-19 AP TELEWORKING BLACK INK	53.38	STAPLS0183458388000003
05/21/2020	GOVERNMENTAL ACCOUNTING TRAINING	135.00	AICPA *AICPA
05/21/2020	PVC FITTINGS	5.22	GRAINGER
05/20/2020	SLUDGE JUDGE HANGER PARTS.	37.68	AMZN MKTP US*M775400O2
05/20/2020	MAY ZOOM BILL	213.30	ZOOM.US
05/20/2020	SIGNAGE	10.98	AMZN MKTP US*M77GM9L80
05/20/2020	DVDS FOR COLLECTION	49.92	AMAZON.COM*M70983Z60 A
05/20/2020	TH SHREDDING	20.00	IN *SMART DOCUMENT MAN
05/20/2020	UB-VAL FLASH DRIVE, MSG BOOKS	16.69	AMZN MKTP US*MC7U49W12
05/20/2020	RECREATION BUILDING NEW LOCK SET R&M	384.00	F & C DOOR CHECK & LOC
05/20/2020	DESK CHAIR FOR VALERIE NYCZAK	358.62	EON OFFICE PRODUCTS
05/19/2020	WELDER	831.15	AMAZON.COM*MC40G4UU2 A
05/19/2020	WIPES TO CLEAN FLEET VEHICLES	29.94	BOMGAARS #69 WELLINGTO
05/19/2020	SIGNAGE	39.17	AMAZON.COM*MC63J72I2 A
05/19/2020	FIRE EXTINGUISHER BRACKET	16.90	AMZN MKTP US*MC6HJ2WX0
05/19/2020	DIAGNOSTIC	195.00	NETWORK FLEET. INC.
05/19/2020	PARTS FOR NANO	40.04	KELLY SUPPLY CO FORT C
05/19/2020	SPLIT - CLEANING SUPPLIES (40.96%)	15.25	SPLIT - CLEANING SUPPLIES (40.96%)
05/19/2020	SPLIT - PARTS FOR NANO START UP (59.04%)	21.98	SPLIT - PARTS FOR NANO START UP (59.04%)
05/19/2020	PLEXIGLASS	903.23	RAM GLASS SERVICE
05/19/2020	WORK GLOVES AND FIELD STAPLES FOR FEATHERS	181.96	THE HOME DEPOT #1544
05/18/2020	DRUM PUMP	774.35	USA BLUE BOOK
05/18/2020	BOOK - GRANT	35.99	AMZN MKTP US*MC7VA4UZ0
05/18/2020	UB-VAL MOUSE/WRIST PAD, MSG BOOK	25.74	AMZN MKTP US*MC2DK2950
05/18/2020	FLUORIDE COMPLIANCE SAMPLE POSTAGE	3.80	USPS PO 0795220339
05/18/2020	HAMMER FOR STREETS TRUCK R&M	19.99	BOMGAARS #69 WELLINGTO
05/18/2020	STREET PAINT FOR LINES	479.00	DIAMOND VOGEL PAINT #7

05/18/2020	STREET LINE PAINTING SUPPLIES	158.79 THE HOME DEPOT #1544
Total		27,509.25