



BOARD OF TRUSTEES

August 25, 2020

6:30 PM

Regular Meeting

Zoom Meeting

Click on the link - <https://zoom.us/j/98982337675>

Webinar ID: 989 8233 7675

Or by phone

iPhone one-tap : US: +16699009128,,98982337675# or +12532158782,,98982337675#

Telephone:

+1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656

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 -

C. CONSENT AGENDA

1. Minutes of the July 14, 2020 Regular Board of Trustees Meeting
2. Minutes of the July 15, 2020 Special Board of Trustees Meeting

D. ACTION ITEMS

1. Water Treatment Plant Expansion: Design & Construction Recommendations

2. Review of Office Space Memorandum of Understanding: Wellington Chamber of Commerce
 - Staff presentation: Kelly Houghteling, Interim Town Administrator
3. Review of Office Space Memorandum of Understanding: Main Streets Program
 - Staff presentation: Kelly Houghteling, Interim Town Administrator
4. Annexation Agreement and Development Agreement for Poudre School District
 - Staff presentation: Cody Bird, Director of Planning
5. High Service Pumps Replacement for Water Treatment Plant
 - Staff presentation: Bob Gowing, Director of Public Works & Dave Myer, Engineer
6. Water Treatment Plant: Sludge Removal from Ponds
 - Staff presentation: Bob Gowing, Director of Public Works & Dave Myer, Engineer

E. REPORTS

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

F. EXECUTIVE SESSION

G. ADJOURN

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



Board of Trustees Meeting

Date: August 25, 2020

Submitted By:

Subject: Minutes of the July 14, 2020 Regular Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 07.14.20 Minutes Draft

BOARD OF TRUSTEES REGULAR MEETING

July 14, 2020 – 6:30 p.m.

Zoom Meeting

MINUTES**A. CALL TO ORDER**

Mayor Hammon called the regular meeting of the Board of Trustees to order at 6:35 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
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
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 to which there was none.

B. COMMUNITY PARTICIPATION

1. Public Comment

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

2. Presentation

a. Utility Rate - Update

- Staff presentation: Tyler Sexton, Interim Finance Director

Mr. Sexton presented the utility rate update. The Board requested additional information after receiving a presentation at the Work Session on June 16, 2020 which included a 4th quarter rate increase; for every \$5.00 increase in the 4th quarter results in a \$1.58 decrease

in the 2021 rates. The three different scenarios will all have a large increase the first year and a possible increase in the second year.

Scenario 1, which would maintain the current rate structure, would require a 297% base rate increase in 2021 resulting in a base rate of \$74.94.

Pros

- Maintains current pay structure for 2020
- After initial 297% increase users can expect decrease in rates going forward
- Maintains fund balance policy

Cons

- 297% increase in 2021
- Largest base rate increases of all scenarios

Scenario 2 would increase rates in the 4th quarter of 2020 by 86% along with a 100% base rate increase in 2021. The 2021 base rate would be \$69.83

Pros

- Step like structure
- Users max base rate will be least of all scenarios. The \$70.68 base rate is \$4.26 less than Scenario 1
- Maintains fund balance policy

Cons

- Users will experience three years of rate increases
- Two of the rate increases will be 100% increases

Scenario 3 would increase rates in the 4th quarter by 218% along with a 3% base rate increase in 2021. The 2021 base rate would be \$61.93.

Pros

- Staff believes this is the best option.
- After initial increase, less dramatic increases. 2021 increase is 3% and then 2022 increase is 18%
- User less impacted by second required rate increase of 3%
- Maintains fund balance policy

Cons

- 2nd largest base rate increase of all scenarios

Scenario 4 is a step approach and does not comply with the Board's fund balance policy.

The communication timeline for the utility rates are as follows:

- August 1st – Utility billing insert with survey link
 - Communication survey sent via social media and utility billing link
 - Survey available at Town Hall, Annex, and Post Office.
- August 24th – Survey closes
- September 8th – Staff shares results of community outreach efforts
- September 22nd – Board approves utility rates
- October 1st – New utility rates go into effect

Trustee Gaiter inquired as to what will happen if the rates don't increase.

Mr. Sexton stated if the rates remain, there will be a significant amount of funding that will be lost and the reserve balance fund will go in the negative.

Trustee Gaiter inquired about money being lost in the water fund due to the price of raw water; is there other areas where money is being lost.

Mr. Sexton stated the two factors that have fluctuated the fund are capital

expenditures which turn into a depreciation item and there have been administrative costs added to this fund with new staff.

Mayor Hammon inquired as to the contributors to this rate increase.

Mr. Sexton stated the contributors are the loan for the water treatment plant as well as the purchase price of the water.

Trustee Whitehouse asked for a brief explanation of the fund balance policy.

Mr. Sexton stated the Fund Balance Reserve Policy is a policy that was established by the Board to maintain a certain fund balance in order to ensure longevity of the fund. Currently, the Fund Balance Policy is 25% of revenue, two years of debt service and two years of capital improvement plans. When that is all added up, it come to approximately \$4 million a year.

The enterprise fund is like a business, the funds are for profit to ensure longevity and they cannot be subsidized.

Trustee Macdonald inquired as to what the community outreach will look like.

Mr. Sexton stated the survey will be going out to gather community input as well as communication efforts to illustrate how the Town has got to this point. There has also been discussion to do a town hall type meeting to review rate information that has been discussed over the last few months.

Trustee Whitehouse commented that there is some historical water information in the June 16, 2020 meeting packet.

Trustee Jerome commented that water rate comparisons between municipalities may not be a good comparison as municipalities have different circumstances that relate to water; raw water rates, reservoirs, water shares, etc.

Mayor Hammon commented that the Board of Trustees has a committee of three individuals that have been monitoring and following up on different approaches to the water situation in Wellington. The Trustees have been working with Town staff as well as engineers. The Town was working with engineers for the water treatment plant which went way over what the Town had forecasted for the plant. The Town then started working with a different engineering firm to oversee the work that had previously been done. The water treatment plant is going to be a different design with the new engineering firm with costs and the need that is more in line with what Wellington is needing.

Trustee Whitehouse inquired as to why staff feels scenario 3 is the best option.

Mr. Sexton stated the increase for 2021 is a 3% increase instead of an 86% or 100% increase in 2021, it seems to be the less severe of the options available.

Mayor Hammon opened the meeting for public comment and that the intention is to gather questions and concerns and include those answers in the presentations and roll out.

Shirrell Tietz, 4525 Ingalls Drive – When was the last time rates were increased and what is the average usage per household in Wellington? How is growth going to impact water in the next few years? Has the Town considered the impact of COVID on the families as it relates to increased water bills? Does the Town plan to stifle building until the water issues are addressed? When was the last time the Town purchased water shares and what was the cost of those? With the water treatment expansion, how many people will that serve and is there a prediction of surpassing how many it can serve?

Amanda McGuinn, 8979 Raging Bull Lane – Have we had someone look over our water

contact to see if there is a way to renegotiate it?

Mike Sullivan, 4173 Hayes Circle – Is there going to be an increase in the tiering structure percentages from tier one to tier two?

Theresa Keeney, 9040 Painted Horse Lane – This shows it is based on 7,000 gallons, what if our usage is 14,000 what would the bill be?

Stephanie Owens-Stiner, 9050 Trailhead Lane - What have the developers been paying per house for water/sewer the last few years? Have we not been charging enough to help with increase infrastructure? Will the survey allow residents to "vote" on which scenario will be best for us?

Jody Goodman, 19680 Rawhide Flats Rd - What is the new projected date for the opening of the water treatment plant? What other options will the town pursue to handle the water issues with the increased development and growth? For example, zero-scaping incentives for new construction as well as existing residents. It seems likely to assume that all the new construction/growth would account for the recent increased annual growth and wouldn't COVID account for the May 2020 spike?

Lowrey Moyer, 3814 Harrison Avenue - There are municipalities that require that the developer bring in the shares of water that they need. Milliken requires 1 share per lot and the use would be significantly lower than that. If we had a policy like that, we could use the overage to help sustain our town and fill those needs.

Jason Meadows 18445 Bandana Lane - It is hard to listen to your justification for high water consumption which is most definitely going to NEW construction when existing residents whos only source of water is shut off. Does Fort Collins know you are sending your residents there?

Mayor Hammon commented that these questions were not addressed this evening to allow staff time to give written accurate answers.

- b. Wellington Fire Protection District - Structure Fire Update
Chief Nathe informed the Board of the structure fire that happened over the weekend. All the responders from Wellington were on another call up north fighting a grass fire that had homes and structures threatened. The call on the grass fire was just wrapping up when the structure fire call came in. There is an agreement with Poudre Fire Authority, and they were able to respond to the structure fire and assist.

C. CONSENT AGENDA

1. Resolution 27-2020 - Extending Approval of the Conditional Annexation for Country Lane Acres

Trustee Gaiter asked if Mr. Bird could give a brief overview on that situation for members of the Board who were not present for this.

Mr. Bird commented that in order to discuss an item on the consent agenda, it would need to be removed from the consent agenda.

Trustee Macdonald moved to remove Resolution No. 27-2020 from the consent agenda for discussion and placed in action item; Trustee Whitehouse seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Macdonald, Whitehouse, Hammon

D. ACTION ITEMS

1. Resolution 27-2020 - Extending Approval of the Conditional Annexation for Country Lane Acres
Mr. Bird informed the Board that Ordinance 1-2020 was adopted conditionally annexing Country Lane Acres into the Town, conditioned upon entering into an annexation agreement. As a result of COVID-19 and other factors, additional time is needed to reach agreement and record the annexation agreement. The Town's annexation procedures require a conceptual master plan for the property; the conceptual master plan for this annexation included 44 single-family low-density dwellings on the southeast part of Wellington. There are no negative impacts to the Town with approval of Resolution 27-2020.

Trustee Macdonald inquired as to when this project originally submitted to the Town.

Mr. Bird stated when this project originally began it was before Mr. Bird was with the Town. At one point this project went through public hearings and was approved but due to a technical error in the legal description, that prevented it from being completed. At that point the process began again. It has been several years that this project has been in the works.

Trustee Gaiter inquired if there would also need to be a development agreement before any building could begin.

Mr. Bird stated that is correct.

Mayor Hammon opened the meeting up to the public.

Larry Moyer commented that there are several municipalities that require a developer to bring in the shares of water that they need. Milliken requires one share per lot and the use would be scientifically lower than that. If Wellington had a policy like that, we could use the overage to help sustain Wellington and fill our needs.

Mr. March stated the Town does require water shares at the time of development.

Trustee Gaiter moved to approve the extension Resolution No. 27-2020 to Extend Approval of the Conditional Annexation for Country Lane Acres; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Knutson, Macdonald, Whitehouse, Hammon

Nays – Jerome

Motion carried

2. 2020 Old Town Street Repair

Mr. Gowing informed the Board that the bid documents and the engineering plans that were prepared for this project were prepared inhouse by Vince Gentry. This is a project that would have been sent to a consultant at a cost of about \$40,000-\$50,000.

Mr. Gentry stated Town Staff has reviewed the proposals and contacted various references. Staff recommends the Town Board authorize Staff to execute the following professionals selected to complete the 2020 Old Town street repair project.

- Lightfield Enterprises Inc. for the 2020 Town of Wellington Road Concrete repair project
- Connell Resources Inc. for the 2020 Town of Wellington Road Asphalt repair project
- Coyote Ridge Construction, LLC. for the 2020 Town of Wellington Fire hydrant replacement project
- Terracon Consultants Inc. for the 2020 Town of Wellington Street repair project

The Town of Wellington requested proposals from many qualified professional firms to acquire services to aid in the repair of failing street infrastructure within the Town of Wellington. The main services requested in these contracts are outlined as follows:

Asphalt replacement project

- Traffic control
- Placement of asphalt patching adjacent to new concrete edge
- Removal of asphalt in designated areas and placement of asphalt patches to repair pavement failures
- Edge and butt milling the existing asphalt surface, placing an asphalt
- Placement of asphalt leveling courses to smooth road for final paving
- Placement of the top lift asphalt course and Project Cleanup

Concrete replacement project

- Traffic control
- The removal and replacement of concrete curbs, gutters, sidewalks, crosspans, aprons, drive approaches, inlets, and pedestrian access ramps
- Placement of granular base patching adjacent to new concrete edge
- Project Cleanup

Fire hydrant replacement project

- Traffic control
- The removal and replacement of fire hydrant assembly's that are in the immediate work area of the Old Town street repair project
- Identify locations within the old town area that require fire hydrant replacement / addition to improve the Town's water system

The streets that these projects will be completed on are as follows:

- Ruffian Way and Mammoth Circle (1 intersection)
- Viewpointe Drive and Adams Drive (1 intersection)
- 3rd Street (Wilson to Henderson) (1 block, 1 FH)
- 4th Street (Cleveland to Harrison) (1 block)
- 4th Street (Grant to Wilson) (2 blocks)
- 5th Street (Hays to Grant) (1 block)
- 6th Street (Harrison to Grant) (3 blocks)
- Adams Court and Kit Fox Drive (1 intersection) (add alternate)
- Harrison Avenue and 3rd Street (1 block) (add alternate)
- Franklin Avenue (2 FH)
- Boxelder Court (1 FH)

Trustee Whitehouse inquired about Connell for asphalt and explain why they were chosen.

Mr. Gentry stated one of the requirements of the firms was to give references and the references gave very good reviews of Connell and adequate responses for All Pro. Also, taking some of the prior experience the Town has had with All Pro did factor into the decision.

Trustee Gaiter inquired about the asphalt bids coming in over the estimate.

Mr. Gentry stated asphalt has a lot more moving parts so there are not accurate adjustment numbers for the asphalt bit. The spread of the concrete bids from the low to the next highest were firms that are farther south.

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

Trustee Gaiter moved to approve the Contracts for the 2020 Old Town Streets Project pending review from the Town Attorney and Town Administrator to address the indemnity clauses; Trustee Macdonald seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Knutson, Macdonald, Whitehouse, Hammon

Nays – None

Motion carried

3. Resolution 25-2020 - A Resolution of the Board of Trustees Appointing a Town Clerk
Mr. March stated the purpose of this resolution is to formally appoint Krystal Eucker as the Town Clerk.

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

Trustee Whitehouse moved to approve Resolution 25-2020; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Knutson, Macdonald, Whitehouse, Hammon

Nays – None

Motion carried

4. Resolution 26-2020 - A Resolution Amending Hours of Outdoor Watering
Mr. March stated that at the last meeting the Board requested the Resolution that set outdoor watering requirements be amended to include what can be watered in addition to seed and sod, a change in hours and to have the ability to issue a warning instead of a summons at the discretion of the Code Enforcement Officer.

Amendments to the watering restrictions include:

- Prior to the issuance of any summons, a warning must be issued to either the property owner or occupant by posting on the property.
- Hours will be allowed from 7:00 p.m. to 8:00 a.m.
- Watering of plants and gardens be done by hand

Trustee Whitehouse feels the accommodations are reasonable.

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

Trustee Macdonald inquired as to how long the watering restrictions will be in place.

Mayor Hammon stated it they will be in place until October 1, 2020.

Trustee Gaiter moved to approve Resolution 26-2020 amending the hours of Outdoor Watering; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Knutson, Macdonald, Whitehouse, Hammon

Nays – None

Motion carried

Mayor Hammon closed the regular meeting at 8:37 and opened the Liquor License Review Board.

E. OTHER BOARDS

1. Liquor License Review Board

Roll Call

Mayor Troy Hammon

Trustee Jon Gaiter

Trustee John Jerome

Trustee Rebekka Kinney
Trustee Wyatt Knutson
Trustee Ashley Macdonald
Trustee Tim Whitehouse

El Mezcal, Inc, d/b/a Sol de Jalisco Mexican Restaurant

Mr. March stated Sol de Jalisco is requesting a temporary modification to allow for additional outside seating. This is a quasi-judicial matter and not a legislative matter, therefore needs to be handled in an open meeting. The premise was posted although the matter needs to be postponed to an in person open meeting on July 15, 2020 at 4:00 p.m.

Trustee Gaiter moved to postpone the Temporary Modification for Sol de Jalisco to July 12, 2020 at 4:00 p.m.; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Knutson, Macdonald, Whitehouse, Hammon
Nays – None
Motion carried

Mayor Hammon closed the Liquor License Review Board.

F. REPORTS

1. Town Attorney
None

2. Town Administrator

a. Executive Search Firm for Town Administrator

Ms. Houghteling informed the Board that the Town received nine different firms that submitted for the Town Administrator search. The Board also created a ranking system and the top ranked firm was Peckham and McKinney.

The consensus of the Board is to move forward with Peckham and McKinney.

3. Staff Communications

a. Bulk Water Station Update

Mr. Gowing commented that there may some folks that are unsure as to why the station is down right now. The bulk water station is broken and there is one company in Canada that makes the replacement part to get the station operational again. The part was ordered weeks ago, and it should be arriving this week.

b. Larimer County Sheriff's Office Monthly Report - May, 2020

4. Board

Trustee Gaiter thanked the Public Works team for all their work recently.

G. ADJOURN

Upon a motion duly made, the meeting is adjourned at 9:57.

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: August 25, 2020

Submitted By:

Subject: Minutes of the July 15, 2020 Special Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 07.15.20 Minutes Draft



BOARD OF TRUSTEES SPECIAL MEETING
July 15, 2020 – 4:00 p.m.
Leeper Center, 3800 Wilson Avenue, Wellington, CO 80549

MINUTES

A. CALL TO ORDER

Mayor Hammon called the regular meeting of the Board of Trustees to order at 4:00 p.m.

1. Roll Call

Mayor Troy Hammon
Trustee Jon Gaiter
Trustee John Jerome
Trustee Rebekka Kinney
Trustee Wyatt Knutson
Trustee Ashley Macdonald
Trustee Tim Whitehouse

Also Present:

Brad March, Town Attorney
Krystal Eucker, Town Clerk

B. OTHER BOARDS – Liquor License Review Board

El Mezcal, Inc., d/b/a Sol de Jalisco Mexican Restaurant

Mr. March stated Sol de Jalisco has requested a temporary modification of their premise to allow for outside seating and liquor service. The licensee has possession of the premise and is in compliance with the zoning laws.

This application is a temporary modification in relation to Colorado Liquor Enforcement's Bulletin 20-07.

Mayor Hammon inquired if the Board had any questions or concerns regarding the application.

Trustee Knutson mentioned asking if any of the Trustees had any conflicts of interest with this application.

Trustee Whitehouse stated he helped the applicant with the exhibits although the consensus of the Board was that there was not a conflict.

Myrna Rodriguez with Sol De Jalisco did not have anything to add.

Trustee Gaiter inquired if this will help the business.

Ms. Rodriguez stated this will help out a lot.

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

Trustee Kinney moved to approve the Temporary Modification for El Mezcal, Inc, d/b/a Sol de Jalisco Mexican Restaurant; Trustee Knutson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Knutson, Macdonald, Whitehouse, Hammon

Nays – None

Motion carried

C. ADJOURN

Upon a motion duly made, the meeting is adjourned at 4:05 p.m.

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: August 25, 2020
Submitted By: Dave Myer, Engineer, Bob Gowing, Public Works Director, Mike Carrano, Waste Water Treatment Plant Superintendent, Dan "DJ" Jones
Subject: Water Treatment Plant Expansion: Design & Construction Recommendations

EXECUTIVE SUMMARY

Staff recommendations for proceeding with the design and construction of Wellington's Water Treatment Plant are presented.

BACKGROUND / DISCUSSION

In 2018, the Town retained Stantec for the planning, design, and preparation of construction documents for Wellington's water treatment plant (WTP) expansion. A Construction Manager at Risk (CMAR) project delivery method was employed with Hydro Construction (Fort Collins) on board as the contractor.

As the design developed, the project experienced significant construction cost estimate increases, escalating from approximately \$14.7 million to the latest price of approximately \$26.5 million (which does not include engineering construction services). This is despite value-engineering efforts conducted by the CMAR team in early 2019. The latest WTP design documents (current design) were developed by Stantec to the 90-percent level and were submitted the Colorado Department of Public Health and Environment (CDPHE) in July 2019. Wellington has already secured a State Revolving Fund (SRF) loan for the WTP expansion and is incurring debt services.

In December 2019, several changes in the Town's project team, the aforementioned cost concerns, and the contractor's temporary unavailability have prompted Wellington to employ Jacobs Engineering Group (Loveland, CO) to conduct an independent review. Serving as a "due diligence/project alignment" effort, the independent review was to either affirm the current design or offer an alternative path forward to meet the Town's goals for capacity and treated water quality. Jacobs' final report was received on April 29, 2020 and presented to the Town Board on May 26 and recapped during the July 21 work session. In their report, Jacobs outlined an alternative design that offers many benefits over the current design:

- Improved constructability: Ability to operate the existing WTP during most of the construction.
- Process familiarity: Operate existing flocc/sed in a way staff is accustomed (staff does not have to learn the DAF technology operation).
- Ozone Simplification: Operate ozone without concern for disinfection monitoring, simplifying process operations.
- Elimination of Mechanical Solids Dewatering: Solids handling is simpler, requiring very little daily attention, less demand on staffing, drier solids so less hauling.
- Reduced Costs: Less expensive capital and O&M costs.
- Taste and Odor Removal: Taste and odor removal below detection thresholds 10 part per trillion (Geosmin) under all but the most extreme conditions (typically 90 to 95% removal).



- Flexibility: More flexible for treating a variety of potential future raw water quality supplies.

Several meetings were held between Jacobs, Hydro Construction, and Town staff to discuss the alternative design. Staff agreed that the alternative design offered significant advantages over the current design and requested Jacobs to submit a proposal for design fees and construction management services. The first draft of Jacobs proposal was received on July 31. After conversations with Town staff and negotiations to scope items and fees, the final Jacobs proposal was received on August 14. The proposed schedule shows design initiated in August 2020 and completion of construction in March 2024, a year ahead of the CDPHE Compliance Schedule requirement of completion by May 2025. The following tasks represent the scope of services:

1. Project Management
2. CDPHE and SRF Coordination
3. 10% Preparatory Design
4. 30% Design Plans and Specifications
5. 60% Design Plans and Specifications
6. 90% Design Plans and Specifications
7. 100% Design Plans and Specifications
8. Ozone Equipment Pre-Procurement Package
9. Services During Construction
10. On Site Services During Construction

Town staff recommends proceeding with Jacobs' alternative design and accepting the Jacobs' proposal for design and engineering services during construction. The total cost represents design fees of \$2,371,133, roughly 10 percent of an estimated construction cost (\$23.3M) and construction management services of \$1,006,124, about 4 percent of the estimated construction cost. These percentages are consistent with industry standards. Staff does not recommend instituting a formal request for proposal (RFP) for these services which could take 12 weeks or more (pre-qualifying, advertising, bidding process, review of proposals, selection committee timing, interviews, board approvals and schedules, etc.) and delay the schedule. The Jacobs' staff has indicated immediate availability and have demonstrated themselves reliable and members of an elite design team with considerable experience in the proposed treatment processes.

Town staff also recommends continuing with the CMAR project delivery method and retaining Hydro Construction as the contractor on the following basis:

- Hydro has a successful working relationship with Jacobs on several construction projects in Colorado.
- The firm has been involved with and maintains significant background and knowledge from the previous design and value engineering efforts.
- Hydro is familiar with the sequencing challenges needed during construction and can offer solutions to mitigate these challenges.
- Hydro already worked with numerous vendors and other subcontractors that will be necessary for this project.
- Securing bids from other contractors would be time consuming and detrimental to the necessary design and construction schedule.

Figure 1 presents Wellington's maximum-day historic treated water production and water demand projections.

Depending on the rate of demand increases and operational tactics, the figure suggests that maximum day water shortages could occur in 2020. Moreover, as presented during the July 14 Town Board meeting, Figure 2 shows daily maximum production at Wellington's conventional water treatment plant, indicating the plant's capacity of 2.00 MGD has already been exceeded several times this summer. Given these water production concerns and increasing water demands, delays in advancing immediately to design would put significant strain on Wellington's capability to produce treated water and undoubtedly force continued watering restrictions during summer months.

Financial/Sustainability Considerations

Funding for this project is included in the "Water Plant Expansion Construction and Construction Management" budget (GL No. 211-80-4010) associated with the SRF loan obtained for this project.

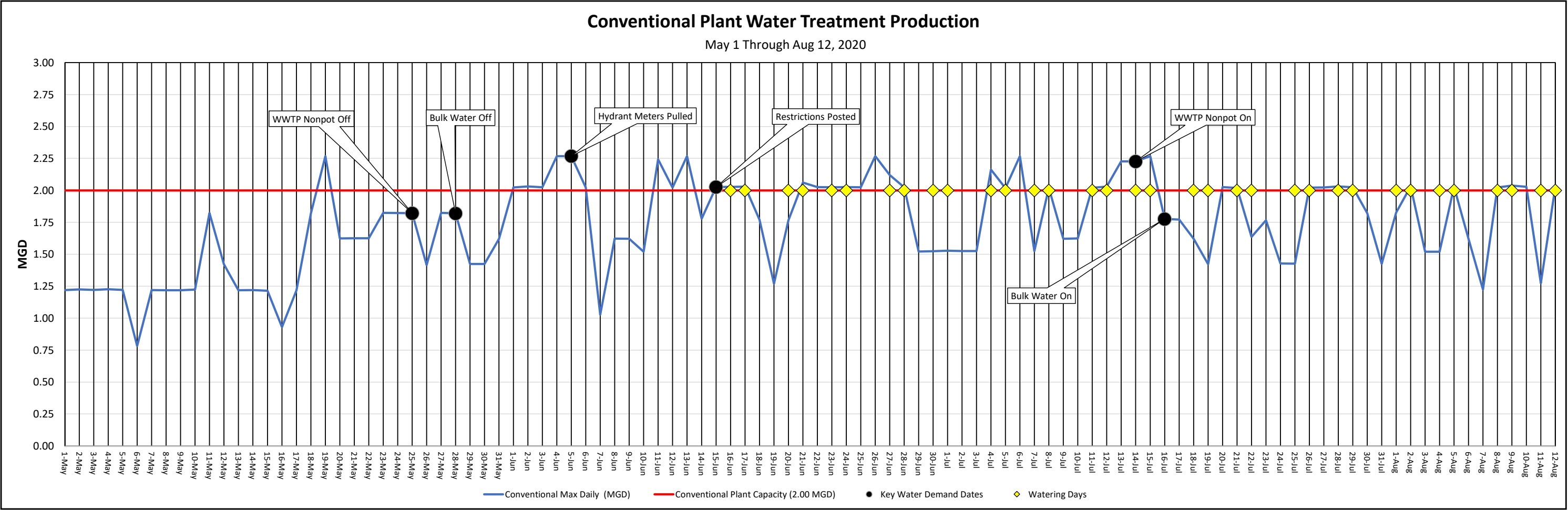
STAFF RECOMMENDATION

- Proceed with the alternative design as outlined in Jacobs' Independent Review Final Report and as described to the Town Board on May 26 and July 21, 2020.
- Authorize execution of contract with Jacobs Engineering Group in the not to exceed amount of \$3,377,257.00 on a time and material basis for engineering design and construction services on the Water Treatment Plant Expansion Project.
- Employ the CMAR project delivery method, utilizing Jacobs Engineering Group as the engineer and retaining Hydro Construction as the contractor.

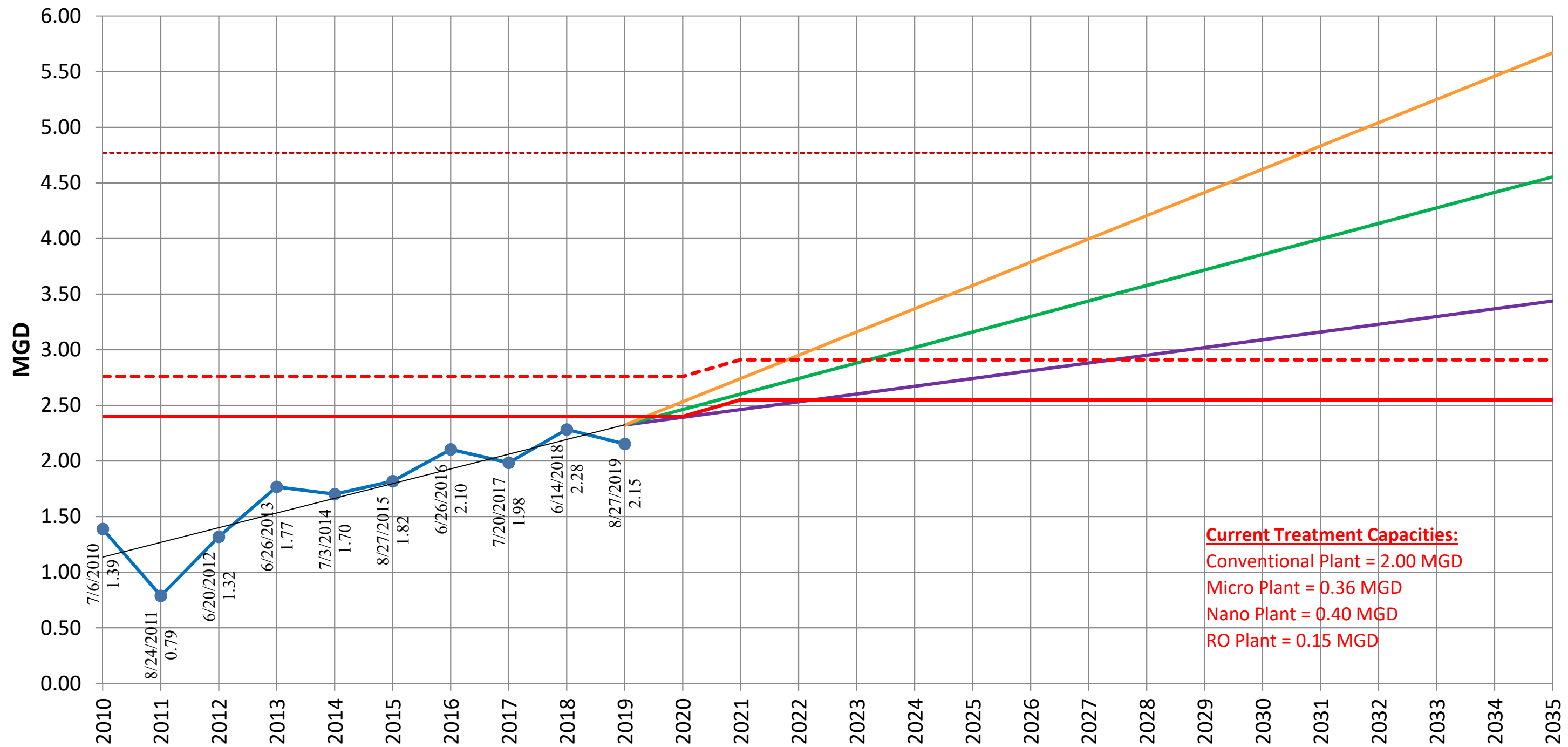
ATTACHMENTS

1. Figure 1 Historic and Projected Maximum Day Water Production
2. Figure 2 Max Day Water Production Historic and Projected

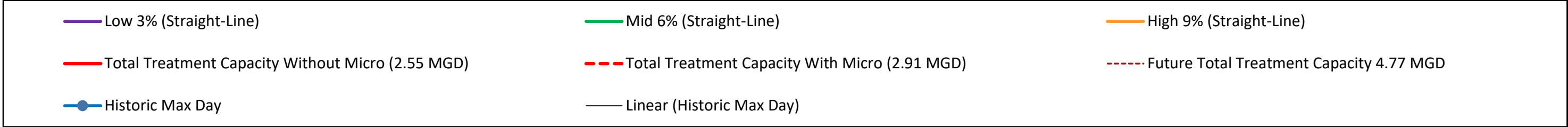
TOWN OF WELLINGTON
Water Treatment



Historic Max. Day Total Treated Water Production
and High, Mid, Low Demand Projections



Current Treatment Capacities:
Conventional Plant = 2.00 MGD
Micro Plant = 0.36 MGD
Nano Plant = 0.40 MGD
RO Plant = 0.15 MGD





Board of Trustees Meeting

Date: August 25, 2020

Submitted By:

Review of Office Space Memorandum of Understanding: Wellington Chamber of Commerce

Subject:

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

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Chamber Town MOU - Signed



Memorandum of Understanding

This agreement is entered into between the Town of Wellington, Colorado, a Colorado Statutory Municipality (the "Town") and the Wellington Area Chamber of Commerce, a Colorado Nonprofit Corporation ("Chamber") relative to office space to be occupied by the Chamber at property owned by the Town at 3749 Harrison Avenue, Wellington Colorado (the "Property"). The Property currently serves as the Town's Economic Development Office, with additional office space occupied by Wellington Main Streets Program. The Town has excess available space at the Property and agrees to allow the Chamber to occupy an office and have access to the conference room, garage, and outdoor areas at the Property under the terms listed in this Memorandum of Understanding (MOU).

The Town, subject to rights of termination as set forth herein, shall afford the Chamber use of the Space for one (1) year from the date of this MOU, with automatic 1-year renewals. The Chamber agrees to pay the Town \$200.00 per month to offset costs of occupancy or provide such other in-kind services as may be approved by the Town.

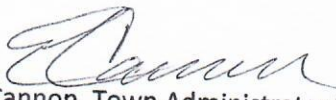
The Chamber's occupancy of the Property shall not unreasonably interfere with the Town's occupancy of the Property as determined by the Town. If available, the Town may allow use on the Property by the Chamber of certain Town owned office furniture and equipment. The Chamber may post signage on the Property as approved by the Town. The Town will pay all utilities, and internet associated with the occupancy of the Property. The Chamber shall provide the Town with a copy of the Chamber's certificate of liability insurance which shall be at least one million dollars at all times that the Chamber occupies the Property. The Chamber will designate the Town as a co-insured or additional insured on the Chamber's policy.

Either party hereto may at any time terminate this memorandum of understanding and occupancy of the Property by the Chamber by giving forty-five (45)-day written notice to the other party, such notice effective 45 days after delivery. If the Chamber's occupancy is terminated or limited by the Town in the future, the Chamber shall return any keys to the Property within 45 days and remove materials of Chamber from the Property. If materials are not removed, the Town may, after 45 days of giving the Chamber written notice of termination of this MOU, remove such materials and return the materials to any Chamber officer or board member.

The Chamber shall at all times ensure that the Chamber, its employees members, and volunteers do not damage or misuse the Property and will ensure that use of the Property by the same does not create liability to the Town. In the event of damage to the Property or liability occasioned to the Town by the Chamber's employees, members, or volunteers the Chamber will immediately repair such damage and shall indemnify and hold the Town harmless from all liability associated with the Chamber's employees, members or volunteers and their use of the Property. The Town may, in the event of such damage or misuse, re-key locks on the Property and henceforth occupancy of the Property by the Chamber shall be subject to access provided by the Town. Decisions related to the Chamber's use and occupancy of the Property shall be subject to review by Town's Board of Trustees.

Dated: March 5th 2020

Town of Wellington, Colorado
a Colorado Statutory Municipality

By: 
Ed Cannon, Town Administrator/Clerk

Wellington, CO Chamber of Commerce
a Colorado Nonprofit Corporation

By: 
Jon Slutsky, Chairman



Board of Trustees Meeting

Date: August 25, 2020

Submitted By:

Review of Office Space Memorandum of Understanding: Main Streets Program

Subject:

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

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Town Office MOU

Memorandum of Understanding

This agreement is entered into between The Town of Wellington, Colorado, a Colorado Statutory Municipality (the "Town") and Wellington, CO Main Streets Program, a Colorado Nonprofit Corporation ("Main Streets"), relative to office space to be occupied by Main Streets at property owned by the Town at 3749 Harrison Avenue, Wellington Colorado (the "Property"). The Property is currently occupied by the Town's Economic Development Director (the "EDD"). Main Streets is an independent non-profit corporation, funded in part by the Town and benefitting the Town's economic development goals. Main Streets is in need of office space. The Town has available space for office use on the Property and agrees to allow Main Streets to occupy areas of the Property as approved by the Town. Unless altered in the future, Main Streets' occupancy will be without cost to Main Streets. Main Streets may use conference room space and garage storage on the Property as approved by the Town. Main Streets' occupancy shall not unreasonably interfere with the Town's occupancy of the Property. If available, the Town may allow use on the Property by Main Streets of certain Town owned office furniture and equipment. Main Streets shall not post signage on the Property except as approved by the Town. The Town will pay all utilities associated with the occupancy of the Property. Main Streets shall provide the Town with a copy of Main Streets' insurance coverages, and at all times that Main Streets occupies the Property, Main Streets will designate the Town as a co-insured or additional insured on the Main Streets' policy. The Town may at anytime revoke approvals and either party may at any time terminate this agreement by giving notice to the other party. If Main Streets' occupancy is terminated or limited by the Town in the future, the Town may request that any keys be returned or materials of Main Streets be immediately removed by Main Streets, or, if materials are not removed, the Town may remove such materials and return the materials to any Main Streets officer or board member. Main Streets shall at all times insure that Main Streets, its employees, volunteers, agents and invitees do not damage the Property and will insure that use of the Property does not create liability to the Town. In the event of damage to the Property or liability occasioned to the Town by Main Streets' employees, volunteers, agents or invitees Main Streets will immediately repair such damage and shall hold indemnify the Town and shall hold the Town harmless from all liability. Approvals by the Town shall be ultimately controlled by the Town Board but in most cases will be by the Town Administrator / Clerk or, in his absence, the EDD.

Dated: January 7th, 2020

Town of Wellington, Colorado
a Colorado Statutory Municipality

By:

Ed Cannon, Town Administrator/Clerk

Wellington, CO Main Streets Program
a Colorado Nonprofit Corporation

By:

Anita Hardy, President

Board of Trustees Meeting

Date: August 25, 2020
Submitted By: Cody Bird, Planning Director
Subject: Annexation Agreement and Development Agreement for Poudre School District

- **Staff presentation: Cody Bird, Director of Planning**

EXECUTIVE SUMMARY

The Town Board was previously presented with a draft annexation agreement and a draft development agreement for development of land owned by Poudre School District. The draft agreements were tabled to the August 25, 2020 Town Board meeting to allow additional coordination. Current drafts of both agreements are attached. Additional coordination is needed. It is recommended that the agreements be tabled to a later meeting.

BACKGROUND / DISCUSSION

The Town and Poudre School District (PSD) have coordinated on annexation of approximately 132 acres of land at the northwest corner of County Road 9 and County Road 62E for the purpose of constructing a new middle/high school.

The Town Board of Trustees adopted Ordinance 4-2020 annexing the property into the Town, and Ordinance 7-2020 approving a subdivision plat dividing the property into lots and streets. Execution of an annexation agreement and development agreement are conditions of approval of the ordinances.

Draft agreements are attached. Topics that require further consideration include:

- Raw water contribution requirement amount (based on water demand) and what combination of water share dedication and cash in-lieu of shares will be provided.
- Amount of costs and timing of making payments for off-site road improvements at the intersections of County Road 9 and 62E and Highway 1
- Public improvement cost estimates to determine amount of fiscal security for 2-year warranty period

The Town and PSD are continuing to coordinate on the above topics. It is recommended that this agenda item be tabled to the regular Board meeting of September 8, 2020 to allow additional coordination.

STAFF RECOMMENDATION

- Move to table the annexation agreement and development agreement to September 8, 2020.

ATTACHMENTS

1. Draft Annexation Agreement
2. Draft Development Agreement

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this ____ day of _____, 2020 between the TOWN OF WELLINGTON, COLORADO, a Colorado municipal corporation, hereinafter referred to as the "Town" and Poudre School District R-1, 2407 LaPorte Ave., Fort Collins, CO, 80521, a Colorado public school district and political subdivision of the State of Colorado referred to as the "Owner".

WITNESSETH:

WHEREAS, Owner is the owner of property more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Owner has filed a petition to annex the Property to the Town; and

WHEREAS, the Town passed Ordinance No. 4-2020 annexing the Property with execution of the Annexation Agreement by the Owner and the Town of Wellington a precondition to the Ordinance becoming effective; and

WHEREAS, Colorado's Courts have recognized that the Municipal Annexation Act of 1965 contemplates annexation agreements as a routine step in the annexation process; and

WHEREAS, the parties are desirous of entering into an annexation agreement to set forth various obligations of the parties including obligations for development and use of the property in the future;

NOW, THEREFORE, the parties agree as follows:

1. Dedications. Owners acknowledge that the Development Agreement, as defined in Section 6 below, requires dedication of property necessary to install Public Improvements, as defined in the said Development Agreement and as shown on the annexation map and on any subsequent subdivision or other plat. Owner warrants title to such dedicated property against claims by any party claiming by, through, or under the Owner, subject only to exceptions of record.
2. Infrastructure. Owner agrees to install all infrastructure improvements that are included in the definition and listing of Public Improvements set forth in the Development Agreement and make all dedications as set forth in this agreement and the Development Agreement and as may be reasonably required by the Town for any subdivision of the Property and for extensions of any Public Improvement necessary to serve building improvements on the Property.

All such infrastructure improvements installed by Owner shall be installed in accordance with the direction of the Town Engineer and Public Works Department and the Town's Standard Design Criteria as adopted by the Town dated March 10, 2015 and which may

from time to time be amended (the "Standards"); provided, however, that no amendment to the Standards shall be binding upon the Owner unless such amendment has been provided to the Owner prior to approval of final construction drawings. Owner agrees to pay all costs to underground all utility lines that have been installed in order to extend service to the Property at the time the Property, or any part of the Property, is subdivided or otherwise developed.

Owner acknowledges and agrees that any off-site costs set forth in the Development Agreement will be payable within sixty (60) days (unless otherwise provided in the Development Agreement) following mutual execution of this Annexation Agreement and the Development Agreement.

3. Landscaping. Owner shall install street trees and landscaping along the perimeter of the Property near the public sidewalk which complies with the landscaping plan to be submitted to the Town as part of the platting process. Owner shall maintain street trees and landscaping in good and live condition, including proper watering, fertilization, pest control, and pruning necessary for the health and structural integrity of the trees and vegetation, and shall replace any dead trees or vegetation no later than the following planting season.

4. Development Impact Fees and Review Expenses. Owner agrees to pay development impact fees imposed by the Town including water and sewer tap, road impact, administration, and storm drainage as set forth in the Development Agreement. Development Impact Fees will be payable within sixty (60) days of mutual execution of the Annexation Agreement and Development Agreement. Owner and the Town will enter into a separate agreement on the Town's form D-5 for payment of review expenses. Off-site road improvement costs may be paid by Owner as agreed to in the Development Agreement, or other agreement as may be entered into by Owner and the Town.

Notwithstanding the foregoing, Owner Poudre School District R-1 will not be assessed building inspection fees because the School District receives the building inspections and certificate of occupancy through the State of Colorado per CRS 22-32-124(1)(c).

5. Water Contributions.

A. Raw water: Owner agrees to meet the raw water dedication requirements as adopted by the Town or as may be agreed to in a Development Agreement.

B. In-Building Water Supply. If conveyance of water rights and/or payment in lieu thereof pursuant to paragraph A. above is satisfied and a water tap permit is issued prior to November 1, 2020, the Town shall provide potable water service as is required to supply the improvements to be constructed by the School District on the Property. The amount of water required shall be determined at the time of final plat approval or at such other time as may be agreed upon in writing by the parties hereto. The water resources to be

contributed may or may not already be adjudicated for municipal use at the time of contribution, provided that there are no known impediments to the legal or physical availability of such water resources for use in and delivery to and from the Town's water system.

- C. Irrigation by Tributary Water. Notwithstanding subsection B above, the Owner shall retain all tributary water rights including all wells and tributary groundwater rights appurtenant to said wells located on the Property (including as needed all areas of the Property dedicated to the Town), and any ditch company shares that may be associated with such land, and the Town will cooperate in allowing the irrigation of the turf grass and landscaped areas of the Property with non-potable tributary water supplies, notwithstanding C.R.S. § 37-90-137(8) or any other law. Owner will convey to the Town all nontributary groundwater rights, including all nontributary groundwater rights in the Muddy Sandstone, Entrada Sandstone and Dakota Sandstone aquifers underlying and appurtenant to the Property.

6. Development agreement. The Town and Owner shall enter into a Development Agreement, which shall contain the agreed upon public improvements to be constructed by Owner and shall address the dedication and improvement of roads including sidewalks, signage and traffic control, the installation and maintenance of water and sewer services, including lift stations and related facilities, the installation and maintenance of storm drainage facilities and, if applicable, provisions for the construction and maintenance of bridges and similar structures and provisions for the payment of off-site improvement expenses. Owner Poudre School District R-1 and the Town have entered into a Memorandum of Understanding (the "MOU") which sets forth certain agreements concerning public improvements. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the MOU and also will execute such additional amendments to the MOU or other documents as necessary to effectuate the same. Notwithstanding the foregoing, it is expressly understood and agreed that the School District may proceed with overlot grading of the Annexed Property without any further notice to, or approval by, the Town.

7. Road construction and dedication. All roads and road improvements upon or related to the Property shall be funded and constructed as agreed to in the Development Agreement.

The Town has requested, and the Owner has agreed to dedicate road right-of-way at the northwest corner of the intersection of County Road 9 and County Road 62E for future intersection improvements, such additional right-of-way to be dedicated on the final plat.

Owner agrees to pay a portion of costs for improvement of the intersections of State Highway 1 and County Road 9, State Highway 1 and County Road 62E, and County Road 9 and County Road 62E (collectively, the "Intersection Improvements"). Funding amounts for Owner costs shall be determined in the Development Agreement, or other

agreement as may be entered into between the Owner and Town. For purposes of this Annexation Agreement, Owner costs for Intersection Improvements will be determined for each Lot within the development at the time that Lot is developed, subdivided or otherwise improved.

8. Water/Sewer improvements. Owner shall install water and sewer improvements and related facilities as may be necessary to serve the Property which improvements shall be further defined by the development agreement. The Town shall not be obligated to provide water or sewer service to any portion of the Property and in no event will the Town approve water service until it is confirmed that the Town has adequate water and sewer capacity to serve the Property. All water and sewer mains and appurtenant facilities shall be constructed in accordance with applicable Town ordinances, rules, regulations, Standards and engineering specifications as may be in effect at the time of development, and upon completion and acceptance by the Town, any such improvements shall be conveyed to the Town, and the Town shall thereupon assume the responsibility for the maintenance, repair, and replacement of said mains and facilities. Owner will pay all costs associated with obtaining water and sewer service for the Property and will grant, without cost, all necessary easements for construction and maintenance of any sewer or water improvements necessary serve the Property.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED THAT THE NORTHERN COLORADO WATER ASSOCIATION WILL NOT PROVIDE DOMESTIC WATER SERVICE TO THE PROPERTY AND THAT THE NORTHERN COLORADO WATER ASSOCIATION HAS CONSENTED TO THE TOWN PROVIDING WATER SERVICE TO THE PROPERTY.

9. Non-municipal Dedications. Owner agrees to provide appropriate and standard easements or rights-of-way for non-municipal utilities as recommended by the Town Engineer including easements for gas, electric, cable TV and irrigation water service.

10. Storm Drainage Improvements. Owner shall construct and maintain such storm drainage improvements identified in the MOU and as may be required during subdivision/development of the Property in accordance with applicable Town regulations and Standards. Unless it otherwise consents, the Town shall not be obligated to provide storm drainage improvements for any portion of the Property.

11. Agricultural use. As of the date of this Agreement, portions of the Property are being used for agricultural purposes. The Property may continue agricultural uses legally existing at the time of annexation including grazing livestock and maintenance of fences (including barbed wire fences) until the earlier of commencement of construction of any structural improvement on the property or approval of a development agreement or subdivision/final plat.. Thereafter, the Owner shall discontinue agricultural uses of the Property unless otherwise agreed to in writing by the Town. The Town and other governmental authorities have adopted certain weed control, dust control and other nuisance standards. If the Property is not farmed or Owner does not otherwise ensure

that sources of weed, dust and nuisance violations are addressed, the Town shall have the right to address the sources of such violations and Owner shall reimburse any costs the Town reasonably incurs in addressing such violations.

12. Initiative/Referendum. If the annexation of the Property, or any portion thereof, is challenged by initiative or referendum, all provisions of this Agreement, together with the duties and obligations of each party (including payment of all taxes imposed by the Town and enforcement of any Town ordinances on the Property), shall be suspended pending the outcome of the initiative/referendum election. If the initiative/referendum challenge results in disconnection of the Property from the Town, then this Annexation Agreement and all provisions contained herein shall be null and void and have no further effect. If the initiative/referendum challenge fails, then the Owner and the Town shall continue to be bound by all the terms and conditions of this Annexation Agreement.

If any citizen-initiated or referred ordinance becomes effective in the Town within eleven (11) months after the effective date of the annexation ordinance, which substantially alters or limits Owner's right to use its portion of the Property as contemplated by this Agreement, then the Town, upon the written request of Owner, will proceed to take all necessary action to disconnect the Owner's Property from the Town.

The provisions of this section 12 are subject to the laws and rights, authority, and prerogatives of Poudre School District R-1 pertaining to the location of public schools.

13. Disconnection. Owner may not petition the Town to disconnect any portion of the Property if the effect of that disconnection would be that any other property in the Town would no longer have the contiguity to the Town. Absent approval by Town, Owner waives any right to disconnect the Property for failure on the part of the Town to provide services as would otherwise be allowed by C.R.S. §31-12-119. If Owner properly disconnects any portion of the Property as provided for herein, this Agreement shall continue to bind the Owner and Property to the extent that the Town has incurred obligations in reliance on this Agreement and the annexation petition.

14. Court Action. If the annexation of all or any portion of the Property is voided by action of any court (excluding any action arising as a result of an initiative or referendum) the Town and Owner shall cooperate to cure any legal defect which resulted in disconnection and upon cure this Agreement shall be deemed an agreement to annex such property to the Town as provided for by C.R.S. §31-12-120. Owner shall reapply for annexation with the property becomes eligible for annexation as determined by the Town.

15. Town's Ordinances. Development of the Property shall be governed by the Town's ordinances, resolutions, standards, fees and policies currently in effect and as may be adopted or amended in the future. Except as set forth in this Agreement, land use issues remain subject to the police power and legislative authority of the Town; provided, however, that development of the Property by Poudre School District R-1 shall be subject to CRS §22-32-124.

16. Enforcement. This Agreement shall be specifically enforceable by a court of competent jurisdiction. In the event of a material breach of any material provision of this Agreement, the nonbreaching party may ask a court of competent jurisdiction to enter a writ of mandamus, temporary or permanent restraining orders, temporary or permanent injunctions, or orders of specific performance to compel the breaching party to perform its duties under this Agreement and to grant such other relief as may be afforded by law, it being the intent of this provision to supplement the law of remedies.

17. Further agreements. The parties agree to sign any further documents reasonably required by Owner or the Town to carry out the terms of this Agreement.

18. Recordation. This Agreement and any amendments to this Agreement may be recorded with the Larimer County Clerk and Recorder and shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of the Owner. Upon conveyance of any interest in the Property, the previous Owners shall be released of any future obligation hereunder as to the portion of the Property conveyed. This Agreement shall constitute a covenant running with the Property.

19. Entire agreement. Subject to the Town code and other properly adopted authority, this Agreement represents the entire agreement between the parties. Any amendments to this Agreement to be affective shall be in writing.

20. Vesting. The Town's ordinance 16-1999 defines site specific development plans and provides that vested property rights are only created if properly requested at the time of approval of a development agreement or final subdivision plat. This Annexation agreement does not give rise to any claim of vested rights related to the Property.

21. Counterparts. This Agreement may be executed by any number of counterparts and by any number of counterpart signature pages, each of which shall be an original with the same effect as if each of the signatures were affixed to the same instrument.

22. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town Administrator
Town of Wellington
Post Office Box 127
Wellington, Colorado 80549

With a copy to

Wellington Town Attorney

Attn. Brad March
March and Olive, LLC
1312 S. College Avenue
Fort Collins, CO 8024

Notice to Owner:

Poudre School District R-1
Planning / Operations
2407 LaPorte Ave
Fort Collins, CO 80521

With a copy to:

Semple, Farrington, Everall & Case., P.C.
Attn. Darryl L. Farrington
1120 Lincoln Street, Suite 1308
Denver, CO 80203

23. Election. Owner agrees that they are voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. § 31-12-112, as amended, to impose terms and conditions upon the Annexed Property, Owner owns 100 percent of the Annexed Property, excluding public streets and alleys, and would vote to approve all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the terms and conditions hereof.

24. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

25. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer County, Colorado.

26. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

27. Legal Authority of School District. Notwithstanding anything herein to the contrary, this Agreement shall not limit or alter the Poudre School District R-1's legal rights and authority with regard to the location, construction, reconstruction, or expansion of any school or school-related building or structure as provided in CRS § 22-32-124, or any other law.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement the day and year first written above.

THIS AGREEMENT CREATES OBLIGATIONS FOR VARIOUS PROPERTY OWNERS AND MAY CREATE OBLIGATIONS TO MAINTAIN CERTAIN ROADS ON

**THE PROPERTY, LIENS OR OTHER RIGHTS AGAINST OWNER AND THE
PROPERTY. IT HAS BEEN RECOMMENDED TO OWNER THAT THIS
AGREEMENT BE REVIEWED WITH LEGAL COUNSEL.**

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Kelly Houghteling, Interim Town Administrator/Clerk

APPROVED AS TO FORM

March & Olive, LLC
Town Attorney

By: _____
J. Brad March

PSD Signatures Page

POUDRE SCHOOL DISTRICT R-1

By: _____

Matt Bryant

Executive Director of Operations

Authorized Signatory (Board Resolution dated 11 June 2019 and recorded with the
Larimer County Clerk and Recorder at Reception Number 20190032049)_____)

XXXXXXXX

EXHIBIT "A"

Description:

[Insert Legal]

DRAFT

**MEMORANDUM OF AGREEMENT
FOR PUBLIC IMPROVEMENTS
Poudre School District Subdivision**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020 by and between the TOWN OF WELLINGTON, COLORADO, a municipal Corporation, hereinafter referred to as the “Town” and Poudre School District R-1 a public school district and political subdivision of the state of Colorado, hereinafter referred to as “Developer.”

WITNESSETH:

WHEREAS, Developer is the owner of certain Property situated in the Town of Wellington, County of Larimer, State of Colorado, legally described on Exhibit “A” attached hereto and incorporated herein (the “Development”);

WHEREAS, the parties hereto have agreed that the Development will require increased municipal services from the Town in order to serve such area and will further require the installation of certain public improvements that will benefit the Development and the Town as a whole; and

WHEREAS, the Planning Commission of the Town of Wellington recommended approval of the plat of Poudre School District Subdivision on February 3, 2020, and the Town Board of Trustees granted approval on February 25, 2020 by Ordinance No. 7-2020, which requires the Developer to enter into this agreement to provide for the installation of required public infrastructure improvements hereinafter described, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, it is agreed as follows:

1. Improvements and Public Improvements; Acceptance and Ownership by Town.

The Public Improvements and the Development Improvements (as both are defined in section 4 below) (hereinafter sometimes called the “Improvements”), shall be constructed and installed in accordance with construction plans which will be approved in accordance with Section 4(b) (“Approved Plans”). The Public Improvements include the following:

- a) Street grading, paving and stabilizing (the “Street Improvements”);
- b) Storm sewers, including all necessary catch basins, inlets, pumping stations, detention areas and other appurtenances (the “Storm Sewer Improvements”);
- c) Water main laterals or extensions, including all building services, hydrants, valves and other appurtenances (the “Water Main Improvements”);

- d) Sanitary sewer laterals or extensions, including all necessary building services and other appurtenances (the “Sanitary Sewer Improvements”);
- e) Permanent street surfacing, including pavement, concrete, curb and gutter for public streets within a dedicated public right-of-way, but not including private driveways, parking lots, service courtyards or other private paving improvements (the “Permanent Street Improvements”);
- f) Standard street name signs at all newly opened intersections and such other reasonable and typical traffic control signs as required by the Town Engineer (hereinafter called “Traffic Signing Improvements”);
- g) Sidewalks; and
- h) All landscaping, irrigation improvements including well, pumping system, and private and public irrigation lines.

The Town agrees to accept for maintenance and repair all the Public Improvements contemplated by the Approved Plans upon the issuance of a final acceptance letter subject to the requirements set forth in Section 5.h) below.

2. General Conditions.

- a) The Parties acknowledge that the Development is subject to the building permitting and certification process of the Colorado Division of Public Safety (the “Division”), unless the Division has contracted with the Town for implementation and enforcement of the various applicable codes adopted by the Division. It is further agreed that, while the certificate of occupancy shall be based upon the Division’s standards and requirements, the Developer will not commence educational services to students within the Development until all utilities and related improvements required for service to the Development have been inspected and approved for Construction Acceptance.
- b) Developer agrees to install in a specified sequence and pay for all improvements and other municipal facilities determined by the Town Engineer to be necessary as shown on the Approved Plans, and as further provided under the Special Conditions section. The installation includes, but is not limited to, streets, sidewalks, curbs and gutters, landscaping, water lines, sanitary sewer, storm drainage and such other improvements as stated in this Agreement and shown on the Approved Plans on file with the Town.
- c) Street Improvements shall not be installed until all utility lines to be placed therein have been completely installed, including all service lines leading in and from the main to the property line in the Development.

- d) The installation of all utilities shown on the utility drawings shall be inspected by the Town Engineer and shall be subject to his approval. Developer shall correct any deficiencies in such installation in accordance with Section 5.h) below in order to meet the requirements of the Approved Plans.
- e) Developer shall provide the Town Engineer with copies of all drawings in digital form and certified as-built utility drawings upon completion of the construction.
- f) Developer shall install all telephone lines, electric lines, cable television lines and other like utilities underground in conformance with Sec. 16-3-260 *et seq.* of the Wellington Municipal Code. Such underground installation includes undergrounding of existing overhead lines but only to the extent that any existing overhead lines are associated with the construction of public improvements as follows: (i) Developer will convert the existing overhead electrical line to an underground electric line along the eastern boundary of the Development during construction of the associated public improvements along County Road 9 ; and, (ii) Developer will convert the existing overhead electrical line to an underground electric line along the southern boundary of the Development during construction of the associated public improvements along County Road 62E. Developer is not required to convert the existing overhead electrical line to an underground electric line along the north and west boundary of the Development unless and until such time as the adjacent Lots are developed.
- g) Developer shall install a street lighting system and associated underground street lighting supply circuits in conformance with Sec. 16-3-260 *et seq.* of the Wellington Municipal Code, or as otherwise agreed to by the Town.
- h) Developer agrees to control all weeds growing within the Development.
- g) Developer agrees to provide, install, and maintain at their expense adequate barricades, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as required by the applicable jurisdiction.
- h) Developer shall, at all times, keep the public right-of-way free from accumulation of waste material or rubbish caused by construction activities within the Development. It shall remove such rubbish no less than weekly and, at the completion of any phase of work, shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. Developer agrees to maintain the finished street surfaces free from any excessive accumulation of dirt and/or construction materials. In the event that Developer fails to adequately clean the street(s) within two (2) days after written notice, the Town may have the street(s) cleaned and charge Developer for said cost or cleaning. If the Town is notified by the health or other authoritative agency that steps must be taken to address concerns, then the Town may without notice take

such steps as necessary and may hold Developer liable for all reasonable costs of correction.

- i) Developer shall obtain a State of Colorado Stormwater Discharge Permit for Construction Activity and install and maintain erosion control in accordance with an approved Stormwater Management Plan (SWMP).

3. Special Conditions. The Town and Developer agree to the following special conditions applicable to the Development:

- a) Developer shall construct on and off-site public improvements which directly affect the Development at Developer's sole expense, except where over-sizing or enhancement of public improvements is required or desired by the Town to serve future development and the Town and Developer have agreed to the amount of the Town's financial participation.

- b) All infrastructure installed by Developer or required in conjunction with the Development must be constructed pursuant to the Approved Plans in accordance with Section 4.b).

- c) "Red line" engineering comments on the site plan shall be addressed in the final construction plans. The feasibility of proposed infrastructure, drainage, and public improvement standards shall be as agreed to by the Developer, Town Administrator, and Town Engineer, and in reference to the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town on March 10, 2015 and which may from time to time be amended.

- d) Developer has requested a three-inch (3-inch) domestic water tap and the Town is willing to provide a three-inch (3-inch) water tap to serve the development. Developer shall pay a water tap fee of _____ for the requested three-inch (3-inch) tap within sixty (60) days following mutual execution of this Development Agreement.

The raw water contribution requirement for the requested three-inch (3-inch) tap is _____ acre feet. The Town's adopted raw water contribution requirement rate accepts North Poudre Irrigation Company (NPIC) stock shares at a rate of 2.7 acre feet per share. _____ acre feet at the Town's adopted NPIC rate results in _____ shares of NPIC stock shares required. Developer shall provide _____ (##) shares of NPIC stock shares or, upon approval by the Town Board of Trustees, a fee-in-lieu of share dedication in an amount agreed to by the Town Board of Trustees or a combination of shares and fee-in-lieu, to the Town within sixty (60) days following mutual execution of this Development Agreement.

- e) Sanitary Sewer Tap Fee. Developer has requested one (1) six-inch (6-inch) and six (6) four-inch (4-inch) sewer service taps. Developer shall pay a sewer tap fee of \$62,490

for the requested sewer taps within sixty (60) days following mutual execution of this Development Agreement.

f) Storm Drainage Impact Fee. The storm drainage impact fee is determined based upon impervious surface areas.

	Sq Ft	Factor	Cost (\$.33 / sq ft x Factor)
Building Footprint Area	164,530	0.9	\$48,865.41
Concrete Paving	427,854	0.9	\$127,072.64
Asphalt Paving	554,274	1.0	\$182,910.42
Compacted Gravel	175,869	0.4	\$23,214.71
Landscaping Areas	2,084,604	0.0	\$0.00
Native Landscaping	2,016,722	0.0	\$0.00
Total Site	5,423,853		\$382,063.18

The Storm Drainage Impact Fee is calculated at \$0.33 per sq. ft. of impervious surface area. Building and concrete areas are assessed at a factor of 0.9, asphalt at 1.0, compacted gravel at 0.4 and landscaping/native ground at 0.0.

g) Road Impact Fee. Developer has provided a Transportation Impact Study (TIS) identifying that the first phase of development is anticipated to generate 3,094 Average Daily Vehicle Trips (ADT). The Town's adopted road impact fee is \$126 per ADT. Developer shall pay a road impact fee of \$389,844 within sixty (60) days following mutual execution of this Development Agreement.

h) Off-site Road Improvements. The parties hereto agree that Developer's share of funding for offsite road improvements will be addressed in a separate agreement.

i) Park and Open Space Improvements. Development of any portion of the Property, if not used for public school or school district purposes, shall provide park and open space dedications and improvements in accordance with applicable requirements, regulations and design criteria of the Town.

j) Future Development. The parties recognize that the Development will include a middle school / high school only. Any future development of additional sites within the Property (such as for an elementary school, middle school, and/or other facilities) will not commence until the parties hereto mutually execute a separate development agreement for such project(s).

4. Public Improvements and Development Improvements. The term “Public Improvements” as used in this Agreement refers to those utilities, transmission lines, pipes, roads, drainage ways and related facilities and structures which are intended to be conveyed or dedicated to and accepted by the Town, and to be owned and maintained, repaired, and replaced by the Town in the future. Without limiting the generality of the foregoing, Public Improvements shall include on-site and off-site water lines (but not service laterals) to subdivision boundaries, on-site and off-site roads (but not internal driveways and traffic areas) to subdivision boundaries, on-site and off-site sanitary sewer lines (but not service laterals) to subdivision boundaries, sidewalks in public easements, public parks, landscaping, and on-site and off-site drainage facilities. The term “Development Improvements” refers to service laterals, internal traffic ways, and other appurtenant facilities and structures covered by this Agreement which are not intended to be conveyed or dedicated to the Town, and as to which Developer will remain responsible for the future maintenance, repair, and replacement. When a provision is applicable to both Public Improvements and Development Improvements, they are both included in the term “Improvements.” The term “Improvements” does not include any school building, athletic structure, or other facility that is part of the Development but is not listed as either a Public Improvement or a Development Improvement.
- a) Developer. Developer will construct and install at the Developer's expense the Improvements according to this Agreement, and all drawings, plats and regulations referred to herein. When a permit is issued for construction of Improvements as to which the Town has permitting responsibilities, Developer shall provide to the Town a specific sequence of work and estimated timetable.
- b) Construction Plans and Approval Thereof. Developer will engage at the Developer's expense a Colorado-registered civil engineer to prepare detailed plans and specifications for the complete installation of all Public Improvements in accordance with the Approved Plans (hereinafter “Construction Plans”). Such Construction Plans shall be designed in accordance with the Wellington Standard Design Criteria and Construction Requirements as adopted by the Town March 10, 2015 (hereinafter called the “Standards”), which may from time to time be amended. Such Construction Plans shall be based upon such engineering surveys, including such soil borings and material tests reasonably determined to be necessary by the Town Engineer and must be submitted to and be approved in writing by the Town Engineer prior to the commencement of the construction of any public improvements.
- c) Services to be Performed by the Town Engineer and Payment Therefor.
- 1) The Town will perform the following activities with respect to Public Improvements: review and approve the work of the Developer's Engineer; the Town may, but shall not be required to, inspect and test construction methods and materials including but not limited to compaction tests,

aggregate gradation tests, finished pavement density and depth tests; and conduct final job inspections. No acceptance by the Town shall relieve Developer of its obligations hereunder.

- 2) Developer shall pay the Town for costs incurred by the Town in the performance of the above said services within sixty (60) days of the Town submitting an invoice for said services. Failure by Developer to pay within the specified time shall be cause for the Town to deny future building permits and/or order a cessation of all activities on the Development.
- d) Services to be Performed by the Developer's Engineer. The Developer's Engineer shall be responsible for the preparation of the detailed construction plans, including the preparation of estimates, special contract provisions, preparation of proposal forms, and designation and description of all necessary temporary and permanent easements; for the staking out of the construction, the tie in of utility locations; testing and inspection of construction methods and materials; the preparation of as-built drawings; and other duties as may be required by the Town Engineer.
- e) Construction of Public Improvements.
- 1) Approval of Contractors. Any contractor selected by Developer to construct and install any public improvement must be determined in writing by the Town Engineer to be acceptable. The Town reserves the right to require satisfactory proof of successful experience and adequate financial status by any such contractor.
 - 2) Construction. Construction, installation, materials and equipment for Public Improvements shall be in accordance with Approved Plans. Developer will cause the contractors to furnish the Town Engineer with a schedule of proposed operations at least five (5) days prior to commencement of construction work.
 - 3) Construction Observation. All of the work shall be subject to construction observation by the Town Engineer. Costs incurred by the Town for construction observation shall be reimbursed by Developer to the Town within sixty (60) days from the date of invoice.
 - 4) Easements. Developer shall provide to the Town, at no cost to the Town, all permanent and temporary easements necessary for the installation of Public Improvements, as reasonably determined by the Town Engineer. All such easements requested by the Town Engineer shall be in writing and legally sufficient in form and substance to convey to the Town the required easement(s). If Developer is not able to obtain easements required by this article Developer shall notify the Town and may request that the Town exercise its power of eminent domain. If the Town elects to exercise its

power of eminent domain Developer will pay all costs incurred by the Town and associated with such exercise.

- 5) Insurance. Developer will furnish and will cause each person with whom Developer contracts for the construction and installation of any public improvements to furnish the Town with the same evidence of complete insurance coverage (including Workmen's Compensation, liability and Property damage) as is required on Town contracted construction jobs as determined by the general specifications now in use.
- 6) Faithful Performance of Construction Contracts; Warranty. Developer shall fully and faithfully comply with all terms of any and all contracts entered into by Developer for the installation and construction of all Public Improvements and hereby warrants the workmanship and materials of each Public Improvement for a period of 12 months after the Town issues its letter of construction approval under Section 5(f) below (the "Warranty"). Developer agrees to repair or replace, as and when directed by the Town, and at the Developers' sole cost and expense, any deficiencies noted by the Town during the Warranty period in accordance with Section 5(h) below.

Developer shall fully and faithfully discharge the Developer's obligation with respect to the Public Improvements during the installation and construction period and with respect to those that may arise as a result of the Developer's Warranty, and shall promptly and fully pay persons doing work, furnishing skills, tools, machinery, materials, insurance, equipment, or supplies in connection with the construction and installation of the public improvements, or in connection with any work thereon under the Warranty.

- f) Security for Developer's Performance. Work shall not commence on any public improvements serving the Development until Developer has provided the Town Clerk with the following:

An irrevocable and unconditional Letter of Credit, issued by a financial institution reasonably approved by the Town, in an amount determined by mutual agreement of the Parties to be equal to the estimated total cost of the Public Improvements.

All Letters of Credit shall be in substantially the form attached hereto as Exhibit B, and shall provide that funds will be paid to the Town, upon written demand from time to time of the Town, to the extent of a default under Section 6 below by Developer in the making of payments or performing of obligations, to be paid or performed by Developer pursuant hereto. Each Letter of Credit shall further provide that ten percent (10%) of the Letter of Credit shall remain fully callable by the Town for a term of twenty-four (24) months after the date of the Town Engineer's issuance of a construction letter of approval for Public Improvements. The remaining 90% of each Letter of Credit shall be released upon the Town

Engineer's issuance of a construction letter of approval for Public Improvements. The Letter of Credit, if called, may be used to complete Public Improvements included in the Approved Plans and to repair, or replace Public Improvements, including any pre-existing public improvements, damaged by Developer's work.

If the Developer is in default hereunder as defined in Section 6 of this Agreement, the Town may draw on the Letter of Credit for the whole amount or any part thereof and hold the proceeds, without interest, and use the proceeds to pay for the costs incurred by the Town in performing and paying for any or all of the obligation of Developer in the installation of the Public Improvements that are not performed or paid for by Developer pursuant hereto, including all costs incurred by the Town, including, but not necessarily limited to attorney's fees, engineering, consultants and any in-house cost incurred, including time associated with work performed by the Public Works Department and other staff of the Town.

5. General Conditions.

- a) Recording. This Agreement may be recorded by the Town with the Clerk and Recorder of Larimer County, Colorado and all recording fees, if any, shall be paid by Developer. Failure of the Town to record the Agreement shall not be in anyway treated as a waiver of any rights the Town would otherwise have.
- b) Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by any party to this Agreement to or on any other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail (return receipt requested). Such notice or demand shall be deemed given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto are as follows, until change by notice given as above:

If to the Town, at:

Town Clerk
Town of Wellington
Post Office Box 127
Wellington, Colorado 80549

With a copy to

Wellington Town Attorney
Attn. Brad March
March and Olive, LLC
1312 S. College Avenue
Fort Collins, CO 8024

If to Developer, at:

Poudre School District
2407 Laporte Ave
Fort Collins, Colorado 805

With a copy to:

Semple, Farrington, Everall & Case., P.C.
Attn. Darryl L. Farrington
1120 Lincoln Street, Suite 1308
Denver, CO 80203

- c) Release of Security. Upon performance by Developer of the terms of this Agreement, including the expiration of any Warranty period herein and the performance by Developer of Developer's obligations herein with respect to any such Warranty, the Town will release to Developer the security filed with the Town pursuant hereto, or so much thereof as has not been used by the Town pursuant hereto.
- d) Final Plan Approval. The Town has given final approval to the plat of the Development and this Agreement is executed and delivered by Developer to the Town, together with all required petitions, security, and upon fulfillment of the other conditions, if any, of the Town Board of Trustees.
- e) Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the public improvements furnished and let pursuant to this Agreement shall be and are hereby made a part of this Agreement by reference as if set out herein in full.
- f) Construction Approval of Public Improvements. As soon as the Public Improvements are built in compliance with the Approved Plans and, to the extent they do not conflict with and are not inconsistent with the Approved Plans, Town of Wellington Standard Design Criteria and Construction Requirements required for the Development or any Development phase, Developer shall give notice to the Town requesting inspection to be made for construction approval. If the construction work complies with all requirements hereof and the Town Standards and Specifications, the Town will issue a letter of construction approval. Upon issuance of a letter of construction approval, the Developer shall provide "As Built" drawings for the public improvement in a form acceptable to the Town Engineer.
- g) Dedication of Public Improvements. Developer shall dedicate in writing to the Town, all Public Improvements constructed or erected serving the Development, free and clear of all encumbrances or liens, said dedication(s) shall be legally sufficient in form and substance to convey said improvements to the Town. The dedication(s) shall be submitted to the Town at the time of requesting final acceptance of the Public Improvements required for the Development or any Development phase as provided below.

- h) Final Acceptance of Public Improvements. A final inspection shall be required before final acceptance by the Town of the Public Improvements required for the Development. It is the Developer's responsibility to request final inspection not less than twenty-one (21) nor more than twenty-two (22) months from the date of the construction approval letter in Section 5(f) above. A list of deficiencies, if any, will be sent to Developer for correction. Within sixty (60) days of the Town issuing the list of deficiencies, Developer shall correct the deficiencies and notify the Town in writing that the deficiencies have been corrected. Upon receipt of such notice, another inspection shall be made when the improvements comply with all Town requirements, standards and Specifications, the Board of Trustees shall by resolution accept the public improvements required for the Development or any Development phase and issue a final acceptance letter stating that the improvements required for the Development or any Development phase have been accepted by the Board of Trustees for future maintenance and repair, and Developer shall be released from its Warranty obligations under Section 4(e) above.

6. Default. If Developer fails to fulfill the terms and conditions of this Agreement, including failure to correct Warranty defects, the Town of Wellington, in its sole discretion, may declare Developer in default and after giving thirty (30) days notice to Developer as provided herein, may call the security provided in Section 4.f) and exercise all remedies available to the Town. As an alternative to the Town calling the security, Developer may extend Developer Letter of Credit for an additional one year period (or such lesser time as agreed to by the Town and Developer) and, so long as Developer promptly commences and pursues correction of its default the Town will afford Developer a reasonable time to cure the default. Failure to comply with this Agreement shall further be sufficient cause for the Town to withhold building permits or certificates of occupancy until corrected to the satisfaction of the Town Engineer.

7. Indemnity. The Town shall have the right, but shall have no obligation or duty, to perform, or pay for the performance of, any of Developers' obligations hereunder concerning the construction and installation of Public Improvements, including, without limitation, payment of any subcontractors or suppliers of labor or materials, if and only if Developer is in default on such obligations and fails to cure the same as provided herein.

8. Agreement to Pay Attorney's Fees and Expenses. If either party should default under any provision of this Agreement the non-defaulting party may recover any costs incurred, including reasonable attorney's fees incurred in compelling the defaulting party's compliance with this Agreement. If either party commences litigation against the other party (the "Defendant") and does not substantially prevail in such litigation, the Court shall award costs and attorney's fees to the Defendant.

9. Severability. If any part, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement.

10. Burden and Benefit to Development. This Agreement shall run with the land comprising the Development and shall be binding upon the parties hereto, their successors, grantees and assigns. It is agreed that all Improvements required pursuant to this Agreement touch and concern the Development regardless of whether such Improvements are located on the Development. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of Developer's real or proprietary interest in the Development, as well as any assignment of the Developer's rights to develop the Development under the terms and conditions of this Agreement.

11. Assignment. In the event Developer transfers title to the Development and is thereby divested of all equitable and legal interest in the Development, the Town hereby agrees to release said Developer from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such event, the succeeding Development owner shall be bound by the terms of this Agreement. This Agreement shall be assignable by Developer.

NOTWITHSTANDING THE FOREGOING, NO OWNER (OTHER THAN THE DEVELOPER) OF ANY LOT OR OUTLOT WHICH HAS BEEN ISSUED A CERTIFICATE OF OCCUPANCY SHALL HAVE ANY PERSONAL LIABILITY FOR THE PERFORMANCE OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT AND SUCH LOT SHALL NOT BE SUBJECT TO ANY LIEN CREATED BY THE RECORDING OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

[Signature page follows]

TOWN OF WELLINGTON

Troy Hamman, Mayor

ATTEST:

_____, Town Clerk

Approved as to form:

March and Olive, LLC
Town Attorney

By: _____
J. Brad March

POUDRE SCHOOL DISTRICT R-1

Matt Bryant
Executive Director of Operations
Authorized Signatory (Board Resolution dated 11 June 2019 and recorded with the
Larimer County Clerk and Recorder at Reception Number 20190032049)

EXHIBIT A
Property Description

DRAFT

IRREVOCABLE STANDBY LETTER OF CREDIT

Drafts must be marked "Drawn under Irrevocable Standby Letter of Credit No. _____, dated _____, issued by _____".

We hereby agree to honor each draft drawn under and in compliance with the terms of this Letter of Credit if duly presented at: _____, on the expiration date.

Pursuant to U.S. law, we are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S Department of Treasury, or subject to the Denial of Export Privileges by the U.S. Department of Commerce.

Letter of Credit Number: _____

Issue Date: _____

Page 2 of 2

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amplified or limited by reference to any document, instrument or agreement referred to in this Letter of Credit, excepting only U.S. law, the governing law and the UCP referred to herein and any such reference shall not be deemed to incorporate herein any reference to a document, instrument or agreement.

Except as expressly stated herein, this Letter of Credit is governed by the laws of the State of Colorado, including, without limitation, the Uniform Commercial Code as adopted by the State of Colorado, as from time to time amended and enforced (the "Governing Law"), without regard to any conflict of law principles. This Letter of Credit Agreement shall be further subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision-ICC Publication No. 600, and any revisions thereto (the "UCP") and, in the event any provision of the UCP is or shall be construed to vary from or be in conflict with any provision of the Governing Law, the Governing Law shall prevail.

Sincerely,

Bank NAME

By: _____

Printed Name: _____

Title: _____

c: [Borrower/Applicant Name]

EXHIBIT C
Estimated Cost of Public Improvements

Pursuant to Section 4.f) above, estimated total costs for the below listed Public Improvements are attached on subsequent pages and are incorporated fully as if referenced herein.

County Road 62E:

Asphalt/Striping = \$400,000

Sanitary = \$675,000

Water = \$580,000

Traffic Control = \$45,000

Survey = \$25,000

Concrete = \$550,000

County Road 9:

Asphalt/Striping = \$435,000

Sanitary added next to roadway = \$450,000

Traffic Control = \$35,000

Survey = \$15,000

Concrete = \$350,000

Board of Trustees Meeting

Date: August 25, 2020

Submitted By: DJ Jones, Dave Myer, Engineer, Bob Gowing, Public Works Director
High Service Pumps Replacement for Water Treatment Plant

Subject:

- **Staff presentation: Bob Gowing, Director of Public Works & Dave Myer, Engineer**

EXECUTIVE SUMMARY

This action item is to request a purchase from Denver Industrial Pumps, Inc. for two (2) new high service pumps and motors.

BACKGROUND / DISCUSSION

Wellington's main water treatment plant (WTP) currently has three (3) high service pumps in operation. Pump 1 was serviced in 2017. But Pumps 2 and 3 have not been serviced since they were installed around 2002 and are starting to show a decline in efficiency and pumping capacities from their original design. Because of this, we are adding extreme wear and tear on these pumps, and they are starting to fault and shut down when called to run. Thus, three (3) price quotes have been obtained for replacement of Pumps 2 and 3:

- Denver Industrial Pumps, Inc. has proposed two (2) Peerless Single Stage Vertical Turbine Pumps, 10 inches in diameter, ceramic mechanical seals, and stainless-steel suction strainers. Denver Industrial will also provide two (2) 3/230-460V motors. Denver Industrial's quote also includes for removing and evaluating the existing vertical turbine/motors to assess if one may be salvaged for a spare. Denver Industrial is the only vendor with the resources to perform this service. Note that any future repair costs to the existing motors are not be part of this price quote, only the inspection.
- Falcon Environmental Corp. proposed a Sulzer 12 GMC VT bowl assembly replacement pump and labor.
- Quantum Pumps & Controls has proposed two (2) Goulds Single Stage vertical turbine pumps with 10-inch column pipe, stainless-steel shafting, mechanical seals.

Staff did ask all three vendors the same thing, for complete replacement, motor & pump included. Denver Industrial was the only vendor that provided a quote for what was asked for.

This action item is to request a purchase from Denver Industrial Pumps, Inc. for two (2) new high service pumps and motors. The down time on these pumps will be minimal due to them being replaced with in-kind pumps. A secondary task of this purchase is for Denver Industrial to inspect the existing pulled pumps and motors for serviceability. This will forward the WTP to potentially have these pumps available to serve as redundancies for future expansion in capacities. Denver Industrial has in-depth knowledge of Wellington's treatment and pumping facility. The firm has consistently provided quality, cost-effective work on several projects for the WTP.



Financial/Sustainability Considerations

Funding for this purchase is included in the following 2020 budget lines:

- Redundancy for Pumps to Water Tower Storage (GL No. 211-80-4013); and,
- Clearwell HS Pump Upgrade (GL No. 211-80-4025).

STAFF RECOMMENDATION

Authorize purchase from Denver Industrial Pumps for two (2) high service pumps and motors and inspection of existing pulled pumps for \$44,961.00.

ATTACHMENTS

1. Denver Industrial Quote



PUMP QUOTATION

To:	DAN JONES	WELLINGTON, TOWN OF
Fax:	970-568-3295	3900 WILSON AVE
Phone:	970-690-5515	WELLINGTON, CO 80549
Email:	jonesdl@wellingtoncolorado.gov	

We are pleased to offer the following quote for your consideration.

QTY: 2, 12MB/MC,

PEERLESS SINGLE STAGE VERTICAL TURBINE TO MATCH EXISTING S/N 576719. 1-1/2" Shaft, cast iron/aluminum bronze construction, SS suction strainer, 10" threaded column, 10x10x20S discharge head assembly, car/ceramic mechanical seal. 20HP, 1800 RPM, WP1 Vertical Hollow Shaft, 3/230-460V Motor.

DELIVERY: CAN SHIP IN 8-10 WEEKS ARO. FOB FACTORY

NOTE: THE PUMPS QUOTED ARE AN EXACT REPLACEMENT OF THE EXISTING PUMPS IN PLACE.

Price - \$19,915.00 each / \$39,830.00 total

QTY: 1, REMOVE/REPLACE PUMPS,

Description of services: We will remove the 2each existing vertical turbine/motor and bring back for in house evaluation to see if one can be salvaged for a spare. This cost is for 2 techs on site for 8 hours. We believe this to be a true reflection of what will be required to perform this service including travel time portal to portal, field labor, field supplies, and crane fees.

Price - \$5,131.00 each / \$5,131.00 total

QuoteTotal:	\$44,961.00
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Sincerely, Devin Davis / Devin Davis

Denver Industrial Pumps, Inc. has a complete service shop for pump repair, rebuild, modifications, and custom packaged units. Our field service technicians offer on-site pump removal, installation, repair, alignment services, and maintenance contracts. If we can be of further assistance please contact us. Please be advised, pricing good for 30 days of quotation and standard Terms and Conditions of sales are incorporated by reference posted at www.denverpumps.com All equipment quoted FOB factory unless otherwise stated.

FOB factory means freight from the origin will be added to invoice and purchaser takes title to equipment at shipping point. Availability subject to prior sale.

Taxes will be added to your invoice unless a current tax exempt certificate is supplied.

For all orders totaling \$50,000.00 or more progress payments may be required.

Equipment left over 90 days are subject to scrap/disposal.

If not sending a hard copy Purchase Order, we require that you sign and return a copy of this quote when placing your order. Please verify item quantities, shipping address and shipping method.

APPROVED:

Signature _____ Date _____

Purchase Order No. _____ Attached: Yes ____ No ____

Shipping/Special Instructions:

Board of Trustees Meeting

Date: August 25, 2020

Submitted By: DJ Jones, Dave Myer, Engineer, Bob Gowing, Public Works Director
Water Treatment Plant: Sludge Removal from Ponds

Subject:

- **Staff presentation: Bob Gowing, Director of Public Works & Dave Myer, Engineer**

EXECUTIVE SUMMARY

This action item is to award a contract for the dredging, dewatering, hauling and disposal of the WTP's backwash ponds.

BACKGROUND / DISCUSSION

Wellington's main water treatment plant (WTP) currently has three (3) discharge ponds on site. These ponds receive filter backwash and sludge from the clarifiers. With the addition of treatment chemicals, the ponds fill with sludge which needs to be removed and disposed. If the ponds get too full, the plant has the potential to release the alum sludge back to Reservoir No. 3. In addition, our discharge permit limits the number of suspended solids we can discharge to an active waterway.

Sludge removal and disposal is extremely specialized, and thus Town staff was only able to obtain two proposals for this project:

- BioVelocity LLC will remove 0.3 million gallons from the ponds using a dredge, then pumped to a dewatering centrifuge, then to drying bed onto trailers to haul away (\$80,000).
- Veris Enviromental will utilize geotube/bags stored onsite with the dry sludge removed by a long reach track hoe (\$74,300).

This action item is to award a contract with BioVelocity LLC for the dredging, dewatering, hauling and disposal of the WTP's backwash ponds. BioVelocity LLC will remove the sludge from the premise and without the use of geotubes which is the preferred method.

Financial/Sustainability Considerations

Funding for this contract is included in the 2020 "Sludge Removal" budget (GL No. 204-34-5440).

STAFF RECOMMENDATION

Authorize contract with BioVelocity LLC for sludge removal from the water treatment plant ponds for the not-to-exceed amount of \$80,000.00.

ATTACHMENTS

1. Veris Proposal
2. BioVelocity Proposal



53036 Highway 71, Limon, CO 80828 1-888-BIO-SOLIDS

August 5, 2020

DJ Jones
Town of Wellington
3735 Cleveland Avenue
PO Box 127
Wellington, CO 80549

REF: 2020 Wellington Water Sludge Dewatering

Dear DJ,

Veris proposes to use a dewatering geotube/bag on the concrete slab and a dirt pad next to it that Veris will construct this summer to dewater the accumulated water plant residuals in the three cells at the Wellington Water Treatment Plant. Veris will construct a lined pad with berm next to the lagoons so the water in the bag runs back into the lagoon.

In addition, Veris will use a long reach track hoe to remove the already dried and hardened solids in the south lagoon. These solids will be placed inside the earthen bermed area on the concrete pad.

Veris will pump up to 600,000 gallons into the bag to dewater which will take about 4 months. Our fee does not include disposal and transportation of the solids once they are dried and tested. We have done a similar operation and have discovered that the bags can be continued to be used until they are full of solids which could take many years if the Town so wishes.

Veris fees include the cost of the bag, polymer, liner for the pad and the physical operations of pumping and excavation of the sludge. Our fee does not include the disposal of the solids or the bag.

Our fee is a lump sum fee of \$74,300.00 for up to 600,000 gallons plus the dry removal from the three lagoons to the pads.

Sincerely,

Mike Scharp
VP Marketing
VERIS Environmental



August 19, 2020

Town of Wellington WTP Lagoon(s) Dewatering Proposal

BioVelocity, LLC is pleased to provide the attached scope and cost for dredging and dewatering of water treatment sludge at the Town of Wellington Water Plant Backwash Lagoons.

BioVelocity, LLC proposes to provide the following scope of services for removing an estimated total volume of 300,000 gallons of sludge from two (2) backwash lagoons.

1. Removal of approximately 0.3 million gallons of sludge from lagoons by use of SRS Crisafulli Flump Dredge.
 - a. Due to hard material on edges of south lagoon, one day will be dredging of hard material back into lagoon in order to slurry the sludge for centrifuge dewatering.
2. Dewatering of approximately 0.3 million gallons of sludge by use of Centrisys Centrifuge.
3. Conveying biosolid material to adjacent drying pad for disposal at completion of project. Upon completion, Town will load biosolid material into BioVelocity Trailers for hauling and final disposal.
4. Estimated time frame for BioVelocity, LLC to complete the dredging and dewatering of both lagoons is approximately 8 days, assuming 10-hour work days.
5. Town of Wellington to provide adequate water supply (100 gpm, minimum 30 psi) to BioVelocity operations at the Town's cost. BioVelocity will provide backflow prevention if provided water source is from fire hydrant.
6. Note estimated volume of sludge is an estimate only from collecting core samples of the unlined lagoons. Actual volume may differ from estimate.

BioVelocity, LLC proposes a lump sum cost of Eighty Thousand Dollars (\$80,000.00) for dredging, dewatering, hauling and disposal of the two water treatment backwash lagoons.

Sincerely,

Dave Lewis – BioVelocity, LLC

Accepted By: _____ Signature: _____ Date: _____



TERMS AND CONDITIONS

-NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS, SHALL EXIST AS TO ANY EQUIPMENT OR GOODS COVERED HEREBY, ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED BY THE PURCHASER.

-Quoted prices are firm for sixty (60) days.

-Orders accepted by BioVelocity, LLC will be held firm if the project is approved and notice to proceed is issued within sixty (60) days.

-Contracts accepted by BioVelocity, LLC where notice to proceed is delayed by the owner beyond sixty (60) days following acceptance of agreement by BioVelocity, LLC, contract price may be subject to an escalation based on a change in environmental/materials cost.

-Price escalation will not exceed Federal guidelines.

-THE AMOUNT OF ANY APPLICABLE TAX or other Government charge upon the production, sales, shipment and/or use of the equipment covered by this quotation shall be added to the price and shall be paid by the purchaser.

-ALL ORDERS SHALL BE MADE OUT to BioVelocity, LLC, (8547 E. Arapahoe Road, Suite J, #112 Greenwood Village, CO 80112) and shall be subject to acceptance by the Company. CONTRACT AGREEMENT MAY BE CANCELED ONLY with the Company's written consent and ON TERMS that will indemnify the Company against loss.

THE CONTRACTOR SHALL NOT, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort or negligence.

Unless otherwise specified, TERMS are NET 30 (with approved credit). All terms of credit are subject to the Company's approval and are independent of and not contingent upon the time and manner in which the owner may receive payment from others. Owner shall be notified of any changes in credit terms prior to acceptance of order.

ANY INDEBTEDNESS OWING TO THE COMPANY for a period longer than 30 days shall BEAR INTEREST until paid at the current prime rate. If the Company finds it necessary to place any indebtedness hereunder in the hands of an attorney for collection, purchaser shall pay all expenses and costs of collection, including reasonable attorney's fees.

THE PROVISIONS on the face hereof and these Terms and Conditions constitute the entire agreement among the parties and supersede the provisions of any purchase order, other communication between the parties or any statement or representation not included herein. This Agreement may not be modified or amended except in writing signed by the part intended to be bound thereby. This Agreement shall be governed by the laws of the State of Colorado.

Treasurer Financial Report – July 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)

	7/31/2020 ACTUAL	12/31/2020 BUDGET	7/31/2020 YTD	YTD % Change
Revenues				
Taxes and Impact Fees	676,801	3,609,779	2,667,798	74%
Licenses and Permits	44,745	501,560	417,882	83%
Intergovernmental	432	3,690	2,551	69%
Charges for Services	27,968	101,927	113,093	111%
Fines and Forfeitures	921	11,719	4,755	41%
Earnings and Investments	3,412	179,161	45,049	25%
Miscellaneous	1,038	14,695	19,048	130%
Total Revenue	755,317	4,422,531	3,270,176	74%
Transfers In				
General Fund	201,764	2,421,173	1,412,351	58%
Total Transfers In	201,764	2,421,173	1,412,351	58%
Expenditures				
Current:				
General Government	127,614	2,535,579	1,198,311	47%
Public Safety	5,495	1,466,817	397,567	27%
Public Works	107,962	1,514,049	658,857	44%
Parks and Recreation	54	90,910	33,171	36%
Economic Development	19,156	261,910	129,892	50%
Library	10,777	203,340	99,480	49%
Capital Outlay	20,991	1,541,000	427,752	28%
Total Expenditures	292,048	7,613,605	2,945,028	39%
Excess of Revenue over Expenditures	665,033	(769,901)	1,737,499	
Fund Balance at Beg (Estimated)	5,551,060	5,551,060	5,551,060	
Fund Balance at End (Estimated)	6,216,093	4,781,159	7,288,559	152%

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

(All figures Unaudited)	7/31/2020	12/31/2020	7/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	156,361	1,977,305	922,546	47%
Licenses and Permits	6,000	1,800	55,300	3072%
Earnings and Investments	581	21,906	11,310	52%
Miscellaneous	-	2,000	220	11%
Total Revenue	162,942	2,003,011	989,376	49%
Expenditures				
Current:				
Public Works	19,596	337,842	158,663	47%
Capital Outlay	-	1,064,189	9,554	1%
Total Expenditures	19,596	1,402,031	168,217	12%
Transfers Out				
Transfer to General Fund	42,245	506,938	295,714	58%
Total Transfers Out	42,245	506,938	295,714	58%
Excess of Revenue over				
Expenditures	101,102	94,042	525,445	
Fund Balance at Beg (Estimated)	1,445,059	1,445,059	1,445,059	
Fund Balance at End (Estimated)	1,546,161	1,539,101	1,970,504	128%

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

(All figures Unaudited)	7/31/2020	12/31/2020	7/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Taxes and Impact Fees	108,093	1,337,037	829,626	62%
Charges for Services	9,495	109,599	34,451	31%
Earnings and Investments	743	35,000	13,918	40%
Miscellaneous	2,855	-	2,855	0%
Total Revenue	121,186	1,481,636	880,849	59%
Transfers In				
Conservation Trust	-	200,000	-	0%
Total Transfers In	-	200,000	-	0%
Expenditures				
Current:				
Parks and Recreation	34,905	1,014,679	411,205	41%
Capital Outlay	-	333,000	65,590	20%
Debt Service:				
Principal	19,781	225,881	137,532	61%
Interest	2,674	43,579	19,653	45%
Total Expenditures	57,360	1,617,139	633,981	39%
Transfers Out				
Transfer to General Fund	27,847	334,162	194,928	58%
Total Transfers Out	27,847	334,162	194,928	58%
Excess of Revenue over				
Expenditures	35,979	(269,665)	51,941	
Fund Balance at Beg (Estimated)	2,484,872	2,484,872	2,484,872	
Fund Balance at End (Estimated)	2,520,851	2,215,207	2,536,813	115%

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

(All figures Unaudited)				
	7/31/2020	12/31/2020	7/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Revenues				
Intergovernmental	-	92,000	48,761	53%
Earnings and Investments	204	9,500	3,927	41%
Total Revenue	204	101,500	52,688	52%
Transfers Out				
Transfer to Park Fund	-	-	-	0%
Total Transfers Out	-	-	-	0%
Excess of Revenue over				
Expenditures	204	101,500	52,688	
Fund Balance at Beg (Estimated)	479,190	479,190	479,190	
Fund Balance at End (Estimated)	479,394	580,690	531,878	92%

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

(All figures Unaudited)	7/31/2020	12/31/2020	7/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	278,295	2,097,382	1,260,636	60%
Miscellaneous	-	-	-	0%
Total Operating Revenue	278,295	2,097,382	1,260,636	60%
Operating Expenses				
Administrative	75,723	908,674	530,060	58%
Operating	91,549	2,226,170	489,137	22%
Depreciation	-	-	-	0%
Total Operating Expenses	167,272	3,134,844	1,019,197	33%
Operating Income (Loss)	111,023	(1,037,462)	241,439	-23%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	38,325	85,593	109,318	128%
Earnings on Investments	5,214	371,046	90,837	24%
Interest Expense	(228,983)	(480,306)	(270,931)	56%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	(223,769)	(109,260)	(180,095)	165%
Income (Loss) Before Transfers & Contributions	(112,746)	(1,146,722)	61,344	
Capital Contributions	229,741	4,466,601	2,856,311	64%
Changes in Net Position	116,995	3,319,879	2,917,655	88%
Net Position Beg (Estimated)	35,744,566	35,744,566	35,744,566	100%
Net Position End (Estimated)	35,861,561	39,064,445	38,662,221	99%
Fund Balance Beg (Estimated)*	18,032,137	18,032,137	18,032,137	
Change**	(395,969)	(2,615,922)	(567,362)	
Fund Balance End (Estimated)	17,636,168	15,416,215	17,464,775	

*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)	7/31/2020 ACTUAL	12/31/2020 BUDGET	7/31/2020 YTD	YTD % Change
Operating Revenues				
Charges for Services	121,014	1,327,389	820,988	62%
Total Operating Revenue	121,014	1,327,389	820,988	62%
Operating Expenses				
Administrative	46,110	553,319	322,769	58%
Operating	55,657	783,772	394,999	50%
Depreciation	-	-	-	0%
Total Operating Expenses	101,767	1,337,091	717,768	54%
Operating Income (Loss)	19,248	(9,702)	103,219	-1064%
Non - Operating Revenues (Expenses)				
Earnings on Investments	3,143	163,386	83,141	51%
Interest Expense	(53,431)	(133,521)	(62,336)	47%
Other Non-Operating Revenue	-	-	-	0%
Total Non-Operating Revenues (Expenses)	(50,288)	29,865	20,805	70%
Income (Loss) Before Transfers & Contributions	(31,040)	20,163	124,024	
Capital Contributions	105,000	1,944,000	1,185,000	61%
Changes in Net Position	73,960	1,964,163	1,309,024	67%
Net Position Beg (Estimated)	21,901,894	21,901,894	21,901,894	100%
Net Position End (Estimated)	21,975,854	23,866,057	23,210,918	97%
Fund Balance Beg (Estimated)	10,057,413	10,057,413	10,057,413	
Change*	(197,324)	224,008	830,591	
Fund Balance End (Estimated)	9,860,089	10,281,421	10,888,004	

*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)				
	7/31/2020	12/31/2020	7/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Operating Revenues				
Charges for Services	51,861	589,002	355,218	60%
Total Operating Revenue	51,861	589,002	355,218	60%
Operating Expenses				
Administrative	9,840	118,080	68,880	58%
Operating	441	275,708	6,241	2%
Depreciation	-	-	-	0%
Total Operating Expenses	10,281	393,788	75,121	19%
Operating Income (Loss)	41,580	195,214	280,097	143%
Non - Operating Revenues (Expenses)				
Property Taxes and Impact Fees	15,439	97,286	148,909	153%
Earnings on Investments	318	20,558	6,184	30%
Total Non-Operating Revenues (Expenses)	15,756	117,844	155,093	132%
Income (Loss) Before Transfers & Contributions	57,337	313,058	435,190	
Capital Contributions	-	-	-	0%
Changes in Net Position	57,337	313,058	435,190	139%
Net Position Beg (Estimated)	3,913,099	3,913,099	3,913,099	100%
Net Position End (Estimated)	3,970,436	4,226,157	4,348,289	103%
Fund Balance Beg (Estimated)	1,026,448	1,026,448	1,026,448	
Change*	(192,279)	(303,241)	17,417	
Fund Balance End (Estimated)	834,169	723,207	1,043,865	

*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)	7/31/2020	12/31/2020	7/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Transfers				
Transfers In	52,224	23,050,813	3,174,111	14%
Total Transfers In	52,224	23,050,813	3,174,111	14%
Capital Projects				
Down Town Master Plan	-	-	-	0%
Property Acquisition	-	350,000	266,562	76%
Comprehensive Plan/Land Use Update	7,796	195,798	42,377	22%
Town Hall Space Needs Assessment	7,760	770,000	17,243	2%
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	-	13,730,780	113,980	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	-	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	-	200,000	9,222	5%
Nano Plant Expansion	9,565	47,513	9,565	20%
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	-	135,000	8,441	6%
WWTP Masterplan	21,668	185,000	45,278	24%
WWTP Shed at Effluent Outfall	-	8,000	-	0%
WWTP Clarifier 3&4 rehabilitation project	-	110,000	-	0%
Manhole Rehab	-	80,000	3,668	5%
WWTP Clarifier Repairs (Tobrow)	-	36,000	-	0%
Lift Station - Safety Upgrade	-	30,000	-	0%
WWTP Blower/Digester Project	-	63,500	-	0%
Old Town Street Rehab	-	56,180	-	0%
Storm Drain & Pan Replacements	-	30,000	-	0%
Master Storm Water Plan	-	127,200	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	-	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	5,435	70,000	5,435	8%
Crosswalk Safety Projects	-	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)	7/31/2020	12/31/2020	7/31/2020	YTD
	ACTUAL	BUDGET	YTD	% Change
Vehicle Replacement	-	60,000	28,663	48%
Pot Hole Machine	-	50,000	-	0%
Membranes for Nano	-	56,589	27,698	49%
1000 Gallon Pressure Tank	-	15,000	-	0%
Backup Generator - Lift Station	-	135,000	-	0%
EV Charging Station	-	15,000	-	0%
Midrange Dump Truck	-	159,000	-	0%
Total Capital Expenses	52,224	23,096,611	3,174,111	14%
Changes in Net Position	-	(45,798)	-	0%
Fund Balance End (Estimated)	-	(45,798)	-	0%

Town of Wellington
Checks
07-15-2020 to 08-15-2020

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
7/19/2020	ABLAO LAW LLC	JULY MUNICIPAL COURT	750.00
7/19/2020	ALL COPY PRODUCTS, INC.	COPIER USAGE	849.96
7/19/2020	ALLIANT INSURANCE SERVICES, INC-NPB MAIN	Flood Insurance 06/12/2020 to 12/31/2020	2,998.43
7/19/2020	ALLWATER SUPPLY LLC	Polyspun Cartridge Filters	1,149.85
7/19/2020	TRAINING SERVICES	Invoice: 22277277	570.00
7/19/2020	BUFFALO CREEK SUBDIVISION AT WELLINGTON	Buffalo Creek Irrigation	894.55
7/19/2020	CHEMTRADE CHEMICALS US LLC	2020 Blanket PO for WTP Chemicals	5,420.26
7/19/2020	COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	1,367.00
7/19/2020	COLORADOAN	TREASURERS REPORT PRINT	242.68
7/19/2020	Cooper Auto Body	2017 Chev Silverado 1500 LS Reg Cab repair	1,053.10
7/19/2020	DENELLE C. MAYNARD	Contracting Services for Rec Department. 8 Hours	160.00
7/19/2020	DEPARTMENT OF THE TREASURY	720 IRS PAYMENT	151.34
7/19/2020	DPC INDUSTRIES, INC	2020 Blanket PO for WTP Chemicals	7,905.22
7/19/2020	ELWOOD STAFFING SERVICES, INC	Invoice: 2358124 Baird: \$810.00; Yarbrough - \$734.40	5,486.40
7/19/2020	FERGUSON WATERWORKS #1116	WWTP Equipment R&M	1,018.46
7/19/2020	HACH CO.	Portable Sampler	3,772.56
7/19/2020	HOA OF WELLINGTON SOUTH	Knolls HOA Fee	90.00
7/19/2020	HYDRO CONSTRUCTION COMPANY	Nanofiltration System Update	8,494.53
7/19/2020	INFOMAPTION INC.	GIS Implementation Phase 3	11,212.50
7/19/2020	INFUSION ARCHITECTS	TOWN HALL MP	7,760.00
7/19/2020	INTERSTATES CONSTRUCTION SRVCS	Troubleshoot Smoke Fitting at WTP	953.46
7/19/2020	JACOBS ENGINEERING C/O BANK OF AMERICA	WWTP Master Plan	21,852.50
7/19/2020	J-U-B ENGINEERS	Nano Brine Treatment	1,070.87
7/19/2020	KACY GRAPHICS	5/20/20-6/25/20 PROFESSIONAL FEES	870.00
7/19/2020	LEWAN & ASSOCIATES, INC.	OFFICE 365 MIGRATION	20,049.40
7/19/2020	LOGAN SIMPSON DESIGN INC	Invoice #26311 Hwy 1 / CR 9 design 4/11/2020 thru 5/8/2020	13,231.15
7/19/2020	MCDONALD FARMS ENTERPRISES, INC.	2020 Blanket PO for WWTP Sludge Removal	1,226.00
7/19/2020	MICHAEL RAIDON	Food & drinks for the Reserves working on the 4th of July	74.89
7/19/2020	RH WATER & WASTEWATER, INC	WTP Monthly Monitoring	1,400.00
7/19/2020	SAFEBUILT COLORADO, LLC	October Permit Activity	21,409.23
7/19/2020	SBRAND CONSULTING	STRATEGIC PLANNING RETREAT	10,500.00
7/19/2020	SEACREST GROUP	2020 Blanket WTP WET Testing	2,233.00
7/19/2020	SOPER PEST CONTROL	2020 Blanket PO for Parks Mosquito Control	7,400.00
7/19/2020	SUEZ WATER TECHNOLOGIES	WTP Pre-filters for Nano	3,040.00
7/19/2020	TIMBERLINE ELECTRIC & CONTROL CORP.	WTP Nano PLC Feed System	7,851.46
7/19/2020	TREE TOP INC.	2020 Blanket PO for Tree Services	2,173.00
7/19/2020	UNCC	Sewer Line Locates	247.34
7/19/2020	WELLINGTON-COLORADO MAIN STREET PROGRAM	3RD QUARTER FUNDING	24,193.31
7/20/2020	Utility Management	ABIGAIL/MICHAEL SHARP	144.37
7/20/2020	Utility Management	BRANDON GARDNER	73.22
7/20/2020	Utility Management	BRIAN COBERLY	56.06
7/20/2020	Utility Management	CARVALHO, RONALD	134.55
7/20/2020	Utility Management	CB SIGNATURE HOMES	118.98
7/20/2020	Utility Management	CB SIGNATURE HOMES	27.51
7/20/2020	Utility Management	CB SIGNATURE HOMES	111.02
7/20/2020	Utility Management	CHRISTOPHER THOMPSON/ELISSA LARKIN	114.16
7/20/2020	Utility Management	DEVLYN/ALEX ARAGON	209.90
7/20/2020	Utility Management	DR HORTON	55.42
7/20/2020	Utility Management	GERALD/MARILYN ALLEN	511.39
7/20/2020	Utility Management	HARTFORD CONSTRUCTION LLC	38.21
7/20/2020	Utility Management	HARTFORD CONSTRUCTION LLC	67.50
7/20/2020	Utility Management	HARTFORD CONSTRUCTION LLC	29.18
7/20/2020	Utility Management	HARTFORD CONSTRUCTION LLC	75.45
7/20/2020	Utility Management	HARTFORD CONSTRUCTION LLC	53.51
7/20/2020	Utility Management	HEATHER CARR	185.29
7/20/2020	Utility Management	JACOB SMYTH	119.00
7/20/2020	Utility Management	JEREMY/THERESA KINNEY	119.49
7/20/2020	Utility Management	JESSICA GRAMBERG/CAMERON JONES	29.67
7/20/2020	Utility Management	JOHN & KIMBERLY YORK	86.93
7/20/2020	Utility Management	JOSHUA BUCK	40.04
7/20/2020	Utility Management	KARI SACKMAN	52.82

7/20/2020	Utility Management	KELLY/ADAM NYE	110.66
7/20/2020	Utility Management	KENNY/JEANNINE NOE	155.27
7/20/2020	Utility Management	LEONARDO/SARAH TAFOYA	81.43
7/20/2020	Utility Management	MARK PHIPPS JR	151.52
7/20/2020	Utility Management	MAUREEN/MICHAEL WILBUR	112.75
7/20/2020	Utility Management	MELANIE PORTERFIELD	87.81
7/20/2020	Utility Management	MICHAEL ARCHER	186.89
7/20/2020	Utility Management	NICHOLAS/STEPHANIE HERRERA	104.72
7/20/2020	Utility Management	RAMLER, CHRISTINE	105.57
7/20/2020	Utility Management	ROCKY MOUNTAIN INVESTMENT GROUP LLC	55.76
7/20/2020	Utility Management	SAGE HOMES LLC	42.04
7/20/2020	Utility Management	SAGE HOMES LLC	51.60
7/20/2020	Utility Management	SAGE HOMES LLC	83.42
7/20/2020	Utility Management	SAGE HOMES LLC	87.07
7/20/2020	Utility Management	SAGE HOMES LLC	102.02
7/20/2020	Utility Management	SARTOR, ERIC	143.77
7/20/2020	Utility Management	SHANE/TATIANA HANSEN	114.58
7/20/2020	Utility Management	TYLER GRANDBOUCHE/LAUREN MASSA	90.47
7/22/2020	BASIC BENEFITS LLC	JULY 2020 MONTHLY COBRA FEE	26.00
7/22/2020	GALLEGOS SANITATION	TOILET SERVICE	1,512.00
7/22/2020	HealthEZ	Health Insurance Premiums	28,853.21
7/22/2020	Jive Communications Inc	TELEPHONE	737.64
7/22/2020	CENTURYLINK	970-568-9354 481	288.79
7/23/2020	TDS	3800 WILSON AVE INTERNET	379.75
7/23/2020	XCEL ENERGY	Utilities 8760 Buffalo Creek Pkwy	16,627.55
7/23/2020	XCEL ENERGY	UTILITIES	9,652.99
7/23/2020	XCEL ENERGY	UTILITIES	11,901.36
7/27/2020	PINNACOL ASSURANCE	POLICY 4221077-7th INSTALLMENT	5,952.00
7/29/2020	ALLSTATE	JULY PREMIUMS	503.37
7/29/2020	FIRST NATIONAL BANK	PARK LOAN PRINCIPAL	22,454.99
7/29/2020	GUARDIAN	AUGUST INSURANCE PREMIUM	4,355.75
7/29/2020	VERIZON WIRELESS	TOWN CELL PHONES	2,048.14
7/29/2020	TDS	Internet Bill at 3815 Harlison Ave	149.95
7/29/2020	XCEL ENERGY	3804 Cleveland Ave	1,720.27
8/2/2020	BANYAN ENVIRONMENTAL	ASBESTOS TESTING FOR GREENHOUSE	400.00
8/2/2020	BRYAN EHRLICH	2020 FINAL INVOICE FOR 7/4 FIREWORKS	5,350.00
8/2/2020	CINTAS	2020 Blanket PO for WWTP First Aid Restock	105.21
8/2/2020	CIVICPLUS	CIVICLERK-STANDARD	3,600.00
8/2/2020	COLORADO ANALYTICAL LAB	2020 Blanket PO WWTP Testing	615.00
8/2/2020	DANA KEPNER	COMMAND LINK REPAIR	534.00
8/2/2020	DAVID W. SCHNEIDER	Blanket PO for Greenhouse/Harrison Ave	270.00
8/2/2020	DPC INDUSTRIES, INC	2020 Blanket PO for WTP Chemicals	4,738.40
8/2/2020	ELWOOD STAFFING SERVICES, INC	Invoice: 2366897 Baird \$810.00	1,620.00
8/2/2020	EMPLOYERS COUNCIL SERVICES, INC.	Invoice: 0000349694	180.00
8/2/2020	FIRST NATIONAL BANK OMAHA	ANNUAL PAYING AGENT ANNUAL FEE	500.00
8/2/2020	FORT COLLINS BASEBALL CLUB	Invoice: 2020 Intermediate Teams	7,800.00
8/2/2020	GALLEGOS SANITATION	3804 CLEVELAND AVE 15 YD ROLL OFF	1,098.75
8/2/2020	HACH CO.	Portable Sampler	3,772.56
8/2/2020	ID CARDS UNLIMITED	BARCODE LABELS	223.00
8/2/2020	KACY GRAPHICS	6/29/20-7/27/20 PROFESSIONAL FEES	855.00
8/2/2020	L.C. SALES TAX ADMINISTRATOR	Less 3 1/3% Vendor Fee	18,733.42
8/2/2020	LEWAN & ASSOCIATES, INC.	6/21/20-7/20/20 CONTRACT BASE RATE CHARGE	23,096.07
8/2/2020	LOGAN SIMPSON DESIGN INC	Invoice #26369 Comp Plan 5/9/2020-6/5/2020	7,235.40
8/2/2020	MARCH & OLIVE, LLC	GENERAL BUSINESS	12,420.42
8/2/2020	Quantum Pump and Controls LLC	WWTP Non Potable Project	14,961.42
8/2/2020	SAFEBUILT COLORADO, LLC	June Permit Activity	37,434.92
8/2/2020	SBRAND CONSULTING	IMPLEMENTATION MEETING	1,500.00
8/2/2020	STANEK CONSTRUCTORS INC	Clarifier Rehab Project	13,385.00
8/2/2020	UNITED MAILING	BLANKET PO FOR 2020 UTILITY BILLING	2,009.74
8/2/2020	WELLINGTON FIRE PROTECTION DIS	Less 5% Vendor Fee	22,496.00
8/4/2020	XCEL ENERGY	6744 E FRONTAGE ROAD	824.69
8/4/2020	Jive Communications Inc	TELEPHONE	737.47
8/4/2020	POUDRE VALLEY REA	Town Utility Bills	4,570.86
8/4/2020	US BANK, N.A. ATTN TFM REF 14878100	LOAN W02A116	896,644.96
8/6/2020	BOKF, NATIONAL ASSOCIATION	PRINCIPAL	138,783.75
8/13/2020	HealthEZ	Health Insurance Premiums	29,782.05

8/13/2020 PINNACOL ASSURANCE

POLICY 4221077-8TH INSTALLMENT

5,952.00

Total

1,574,837.32

TOWN OF WELLINGTON
PCARD TRANSACTIONS
06-15-2020 TO 07-15-2020

DATE	DESCRIPTION	AMOUNT	VENDOR
06/16/2020	BACKGROUND CHECKS FOR REC BASEBALL COACHES	40.00	NTL ALLY FOR YTH SPORT
06/16/2020	PUMP RENTAL FOR THE LIFT STATION.	569.33	UNITED RENTALS #16157
06/16/2020	RACHEL-TH PENS	27.95	AMZN MKTP US*MY6IC62S2
06/16/2020	STREET SIGNS	467.25	NO COLO TRAFFIC CONTR
06/16/2020	SHELVES & BINS	115.76	WAL-MART #2729
06/16/2020	SUPPLIES	5.98	AMZN MKTP US*MS4RN5OF1
06/16/2020	DISINFECTANT	26.24	AMZN MKTP US*MS3EZ7FG1
06/16/2020	NFPA 704 SIGNAGE	38.95	AMZN MKTP US*MY0EP8DC2
06/16/2020	TAX REFUND FOR WINDSHIELD REPAIR BILL FOR WWTP	(12.42)	HARDING AUTO GLASS
06/16/2020	WINDSHIELD REPAIR TAX CHARGE REFUND	(12.79)	HARDING AUTO GLASS
06/16/2020	OIL & AIR FILTER FOR PARKS FLEET VEHICLE	14.23	CARQUEST 3901
06/16/2020	VEHICLE SUPPLIES	33.30	SPLIT - FLEET VEHICLE OIL FILTER & LUBE (26.29%)
06/16/2020	VEHICLE SUPPLIES	27.99	SPLIT - FLEET VEHICLE OIL FILTER & TRANSMISSION FLUID (22.1%)
06/16/2020	VEHICLE SUPPLIES	35.64	SPLIT - FLEET VEHICLE OIL FILTER & LUBE (28.14%)
06/16/2020	VEHICLE SUPPLIES	29.72	SPLIT - FLEET VEHICLE OIL FILTER & AIR FILTER (23.47%)
06/16/2020	VEHICLE SUPPLIES	73.20	SPLIT - STREETS FLEET VEHICLE AIR & OIL FILTERS & LUBE (51.05%)
06/16/2020	VEHICLE SUPPLIES	70.20	SPLIT - WWTP AIR & OIL FILTERS & LUBE (48.95%)
06/16/2020	NANO TOOL BOX	798.00	HOMEDPOT.COM
06/16/2020	PRINTER TO WORK FROM HOME FOR TA	184.98	AMAZON.COM*MY4JH0T0 A
06/16/2020	OFFICE 365 SOFTWARE	69.25	MSFT * E0100B66IS
06/16/2020	OFFICE 365 SOFTWARE	12.50	MSFT * E0100B5HAZ
06/16/2020	PLANNER II RECRUITMENT	500.36	INDEED
06/17/2020	PARKS IRRIGATION	7.40	CPS DISTRIBUTORS
06/17/2020	CENTENNIAL IRRIGATION	27.99	BOMGAARS #69 WELLINGTO
06/17/2020	PARKS IRRIGATION	58.23	CPS DISTRIBUTORS
06/17/2020	SPLIT - BOOK DISPLAYS (49.47%)	21.95	SPLIT - BOOK DISPLAYS (49.47%)
06/17/2020	SPLIT - BOOKS (STATE GRANT MONEY) (50.53%)	22.42	SPLIT - BOOKS (STATE GRANT MONEY) (50.53%)
06/18/2020	BOOK PROCESSING SUPPLIES	207.97	DEMCO INC
06/18/2020	SEEDS - SUMMER READING PROG.	7.97	AMZN MKTP US*MS0HB9A61
06/18/2020	PALLET JACKS FOR NANO AND WATER PLANT	847.28	GRAINGER
06/18/2020	BATTERY REPLACEMENT FOR WWTP EQUIPMENT	469.80	INTERSTBATTERYROCKIES-
06/19/2020	BACKGROUND CHECK	45.00	NTL ALLY FOR YTH SPORT
06/19/2020	PRINTER CARTIDGES	127.55	EON OFFICE PRODUCTS
06/19/2020	TRUSTEE NAME PLATES	58.10	ROCKY MOUNTAIN BUSINES
06/19/2020	LOCK FOR WILSON WELLHOUSES	8.99	BOMGAARS #69 WELLINGTO
06/19/2020	TH SHREDDING	20.00	IN *SMART DOCUMENT MAN
06/19/2020	BOOKS	621.92	INGRAM LIBRARY SERVICE
06/19/2020	PAINT SUPPLIES	125.84	THE HOME DEPOT #1544
06/19/2020	LARGE TRASH BAGS FOR PARKS	427.45	EON OFFICE PRODUCTS
06/19/2020	WWTP COFFEE	31.99	AMAZON.COM*MS3WS64U2
06/19/2020	STAFFING PROJECTION MEETING	97.51	PIZZA PALA* PIZZA PALA
06/22/2020	304 SS CHAIN FOR DIGESTER 1 & 2 PUMPS.	242.57	E-RIGGING.COM
06/22/2020	PARTS FOR CONVEYOR ROLLER SPRAYER.	15.94	BOMGAARS #69 WELLINGTO
06/22/2020	HOSE AND NOZZLE FOR STREETS SHOP	51.98	POUDRE VALLEY COOPERAT
06/22/2020	PAINT SUPPLIES	72.35	THE HOME DEPOT #1544
06/22/2020	INK FOR PRINTER REMOTE WORK	45.00	AMAZON.COM*MS1OH4N92
06/22/2020	ZOOM - COVID EXPENSE	213.30	ZOOM.US
06/22/2020	AIR & OIL FILTER FOR PARKS EQUIPMENT	28.46	CARQUEST 3901
06/22/2020	STREETS FLEET VEHICLE RADIATOR R&M	260.09	CARQUEST 3901
06/23/2020	CLEANING SOLUTION	26.24	AMZN MKTP US*MS4425BV1
06/23/2020	FUSES AND WASHERS	30.91	THE HOME DEPOT #1544
06/23/2020	COOLANT FOR STREETS EQUIPMENT	17.98	NAPA PARTS HEILBRUNS
06/23/2020	REMOTE MEETING CONFERENCE SERVICE	15.99	ZOOM.US
06/23/2020	SPLIT - WATER FOR TOWN HALL BUILDING (68.63%)	50.97	SPLIT - WATER FOR TOWN HALL BUILDING (68.63%)
06/23/2020	SPLIT - WATER FOR WTP SAMPLING (31.37%)	23.30	SPLIT - WATER FOR WTP SAMPLING (31.37%)
06/23/2020	PW ADMIN BUILDING DESK	913.94	EON OFFICE PRODUCTS
06/23/2020	COVID-19	86.32	EON OFFICE PRODUCTS
06/23/2020	BUSHING TO REPAIR GRIT CLASSIFIER PLUMBING.	4.59	BOMGAARS #69 WELLINGTO
06/23/2020	WELDING GEAR FOR MF.	66.33	AMZN MKTP US*MS2I521X0
06/23/2020	SUPPLIES	686.12	GRAINGER
06/23/2020	RECEPTION/RACHEL-PHONE MSG BOOK	6.80	AMAZON.COM*MS0PV81X0
06/23/2020	VAL-UB COLOR PAPER	25.99	AMAZON.COM*MS64M5M21 A
06/23/2020	TAYLOR-REC BOOTS PER LOR:	84.95	AMAZON.COM*MS8CG6A92 A
06/23/2020	GAS CAN AND SUPPLIES	36.98	CENEX POUDRE V09903816
06/23/2020	TRUCK TAIL LIGHT	8.52	NAPA PARTS HEILBRUNS
06/23/2020	BOLTS FOR WCP METER	11.76	BOMGAARS #69 WELLINGTO
06/24/2020	EQUIPMENT MANUALS	9.32	SCRIBD INC
06/24/2020	REFUND FOR INCORRECT WELDER RETURN	(831.15)	AMAZON.COM AMZN.COM/BI
06/24/2020	HYDRAULIC COUPLINGS FOR THE AUGER DAWG.	98.32	BOBCAT WINDSOR
06/24/2020	RECRUITMENT EXPENSES	500.42	INDEED
06/24/2020	STREET SWEEPER FILLER HOSE	78.48	PARKER STORE MCCOY SAL
06/24/2020	COREPRO BOTTOMS	196.30	USA BLUE BOOK
06/24/2020	TOWN HALL MAINT.	4.99	BOMGAARS #69 WELLINGTO
06/24/2020	SUPPLIES	292.20	RAM GLASS SERVICE
06/24/2020	AMAZON BUSINESS PRIME MEMBERSHIP	499.00	B2B PRIME*MS3S89QX1
06/25/2020	SHIPPING OIL SAMPLES	14.93	FEDEX 394090812039
06/25/2020	IRRIGATION	183.48	CPS DISTRIBUTORS
06/25/2020	COURT REPLACEMENT STAPLER	11.59	AMAZON.COM*MS09B6KE1 A
06/25/2020	AP TELEWORKING PRINTER PAPER	19.98	AMAZON.COM*MS7794K61

06/25/2020	FURNITURE - DONATION MONEY	744.00	AFW-FT COLLINS #15
06/25/2020	DVD	25.05	AMZN MKTP US*MS9JT2H20
06/25/2020	SPLIT - DVDS FOR COLLECTION (53.23%)	28.41	SPLIT - DVDS FOR COLLECTION (53.23%)
06/25/2020	SPLIT - OFFICE SUPPLIES (46.77%)	24.96	SPLIT - OFFICE SUPPLIES (46.77%)
06/25/2020	CHAIRS FOR BUSINESSES FOR COVID	2,011.50	AMZN MKTP US*MS1N22X92
06/25/2020	CHAIRS AND TABLES	4,693.44	AMZN MKTP US*MS7103XR2
06/25/2020	PW ADMIN CURTAIN ROD FOR JUMBO WINDOW	27.42	AMAZON.COM*MS60W9VH2
06/25/2020	COVID 19 LOCAL BUSINESS SUPPORT TABLE & CHAIRS	894.00	AMZN MKTP US*MS39W4HA0
06/25/2020	COVID 19 LOCAL BUSINESS SUPPORT TABLE & CHAIRS	2,011.50	AMZN MKTP US*MS49P2H70
06/25/2020	TOWN HALL MAINT.	332.17	THE HOME DEPOT 1544
06/26/2020	STREET SWEEPER R&M	975.00	ACE EQUIPMENT AND SUPP
06/26/2020	PARKS IRRIGATION	399.71	CPS DISTRIBUTORS
06/26/2020	SUPPLIES	10.47	BOMGAARS #69 WELLINGTO
06/26/2020	JERRY-REC HAND SANITIZER COVID-19	60.28	EON OFFICE PRODUCTS
06/26/2020	TYVEKS	667.44	GRAINGER
06/29/2020	TENNIS BALLS AND TENNIS NET STRAP FOR YOUTH TENNIS.	114.91	TENNIS WAREHOUSE, RACQ
06/29/2020	HYDRAULIC HOSES FOR AUGER DAWG.	289.03	KELLY SUPPLY CO FORT C
06/29/2020	TOWN HALL	44.73	THE HOME DEPOT #1544
06/29/2020	TOWN HALL MAINT.	21.60	BOMGAARS #69 WELLINGTO
06/29/2020	IMPACT WRENCH FOR PLANT	215.99	BOMGAARS #69 WELLINGTO
06/29/2020	WATER RESTRICTION SIGNS	160.00	PAYPAL *DYNAMICIMAG
06/29/2020	BOARD RETREAT	901.41	EDWARDS HOUSE
06/29/2020	PUBLISHING'S	56.50	GAN*COLORADOAN-CCC
06/29/2020	NFPA 704 SIGNAGE	222.01	AMZN MKTP US*MS1170IH1
06/29/2020	NITRILE GLOVES	196.00	LOUS GLOVES
06/29/2020	LUNCH ITEMS FOR EMPLOYEE RECONGNITION	39.13	RIDLEY'S 1136
06/29/2020	LIFT FOR PARKS MOWER TRAILER	342.59	AMAZON.COM*MS99J5I71
06/30/2020	METER PIT PARTS	553.00	DANA KEPNER COMPANY
06/30/2020	CARMEN-TH SHARPIE PENS, HIGHLIGHTERS, TRASH BAGS	85.88	AMZN MKTP US*MS1EG0SV2
06/30/2020	ROAD PAINT AND SUPPLIES	982.80	DIAMOND VOGEL PAINT #7
06/30/2020	NFPA 704 SIGNAGE	40.68	AMAZON.COM*MS10C9KV0
06/30/2020	HOLE SAWS, DRIVER SETS	109.88	THE HOME DEPOT #1544
06/30/2020	MICROSCOPE ANALYSIS DESK	368.87	AMZN MKTP US*MS7QV26I2
06/30/2020	PB AND CU RESIDENTIAL MATERIALS	84.86	AMZN MKTP US*MS4AV6SH2
06/30/2020	POSTAGE	7.10	USPS PO 0795220339
06/30/2020	WATER FOR MEETINGS & FURNITURE POLISH	11.15	FAMILY DOLLAR #9016
06/30/2020	WOMEN LUNCHEON SUPPLIES	17.00	FAMILY DOLLAR #9016
06/30/2020	PHONE CASE FOR WORK PHONE	14.99	PAYPAL *BESTBUY COM
06/30/2020	RETURN PHONE CASE FOR WORK PHONE	(14.99)	PAYPAL *BESTBUY COM
06/30/2020	CARMEN-TH PAPER, POST IT NOTES	157.89	EON OFFICE PRODUCTS
07/01/2020	SOAPSTONE MARKER	13.09	AMZN MKTP US*MJ1EN8LM1
07/01/2020	CORE CHARGE REFUND.	(18.00)	NAPA PARTS HEILBRUNS
07/01/2020	LIFT STATION GENERATOR BATTERY.	149.86	NAPA PARTS HEILBRUNS
07/01/2020	10 KEYS CUT FOR TOWN HALL	30.00	F & C DOOR CHECK & LOC
07/01/2020	SCANNER FOR P-CARD RECONCILIATION FOR PW SHOP	119.99	AMAZON.COM*MJ5KE6LI1 A
07/01/2020	SCANNER	137.89	AMZN MKTP US*MS2Q95RK0
07/02/2020	TEST	100.00	ABC-NV
07/02/2020	TESTING	100.00	ABC-NV
07/02/2020	FLOOR STRIPPER AND PREP.	93.94	THE HOME DEPOT 1544
07/02/2020	TOOLS FOR RON'S TRUCK	49.99	JAX RANCH & HOME
07/02/2020	R&M MONITOR FOR PW SHOP	114.99	AMAZON.COM*MJ9TY9CA0
07/02/2020	R&M MONITOR FOR PARKS SHOP	114.99	AMAZON.COM*MS9FW1Y22 A
07/02/2020	R&M CPU FOR PW SHOP	549.99	AMAZON.COM*MS4804Y22
07/03/2020	EQUIPMENT	29.53	PETCO 489 63504898
07/03/2020	ORDERED HAND SANITIZER AND TOILET PAPER.	226.40	EON OFFICE PRODUCTS
07/03/2020	EMPLOYEE RECRUITING	319.76	INDEED
07/03/2020	SUPPLIES	81.86	THE HOME DEPOT 1544
07/03/2020	BATTERIES	166.25	INTERSTBATTERYROCKIES-
07/03/2020	COVID-19 TH DISINFECTANT WIPES	212.25	EON OFFICE PRODUCTS
07/03/2020	HERBICIDE AND MATERIALS FOR WEED CONTROL	316.80	GENEX POUDDRE V09903816
07/03/2020	CODE ENFORCEMENT FLEET VEHICLE BRAKE REPAIR PARTS	172.14	NAPA PARTS HEILBRUNS
07/03/2020	BRAKE SUPPLIES	140.55	NAPA PARTS HEILBRUNS
07/03/2020	SUPPLIES	212.25	EON OFFICE PRODUCTS
07/03/2020	MICROPHONE	319.84	AMZN MKTP US*MJ0AV1480
07/03/2020	SUPPLIES	92.50	ACTIVE SCREENING/PROTE
07/06/2020	FLOOR STRIPPER	204.85	THE HOME DEPOT 1544
07/06/2020	STREET SUPPLIES	68.95	BOMGAARS #69 WELLINGTO
07/06/2020	PARKS SAFETY EYEWEAR	9.99	BOMGAARS #69 WELLINGTO
07/06/2020	SPLIT - SAFETY EYEWEAR FOR PARKS (44.26%)	26.99	SPLIT - SAFETY EYEWEAR FOR PARKS (44.26%)
07/06/2020	SPLIT - HAND HELD WEED SPRAYER FOR PARKS (55.74%)	33.99	SPLIT - HAND HELD WEED SPRAYER FOR PARKS (55.74%)
07/06/2020	DISTRIBUTION EXAM APPLICATION FEE	50.00	COLORADO CWP
07/06/2020	INDUSTRIAL TREATMENT EXAM APPLICATION FEE	50.00	COLORADO CWP
07/06/2020	TYVEKS	189.54	GRAINGER
07/06/2020	SUPPLIES	175.38	AMZN MKTP US*MJ8NO4ZU0
07/06/2020	BATTERY CHARGER	98.54	AMZN MKTP US*MJ00C84M2
07/06/2020	GAS ALERT AIR MONITOR	583.98	AMZN MKTP US*MJ6LS4LE2
07/06/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)	105.24	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)
07/06/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)	105.24	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)
07/06/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)	105.24	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)
07/06/2020	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)	105.22	SPLIT - FLEET VEHICLE GPS/DIAGNOSTIC (25%)
07/06/2020	R&M CPU FOR PW PARKS SHOP	419.99	AMAZON.COM*MJ9IK0NW0 A
07/06/2020	MICROSOFT	12.50	MSFT * E0100BF6A8
07/06/2020	COVID-19 REC LYSOL CLEANER	22.55	EON OFFICE PRODUCTS
07/07/2020	TH RECEPTION PHONE CORD	6.99	AMZN MKTP US*MJ6DP7LS2

07/07/2020	AP INK CARTRIDGES	71.82	EON OFFICE PRODUCTS
07/07/2020	WASTE BASKET	25.95	AMAZON.COM*MJ9KQ0NF0 A
07/07/2020	ORGANIZERS	41.93	AMAZON.COM*MJ8G0NF0 A
07/07/2020	EYEWASH STATIONS AND SIGNS	477.24	AMAZON.COM*MJ91P3LA2 A
07/07/2020	TRASH BAGS	12.14	AMAZON.COM*MJ6V16JC0 A
07/07/2020	ADOBE SUBSCRIPTION	52.99	ADOBE CREATIVE CLOUD
07/08/2020	HARDWARE FOR MOUNTING TRASH CAN ON MOWER.	3.29	BOMGAARS #69 WELLINGTO
07/08/2020	AQUATIC PESTICIDE	100.00	POUDRE VALLEY COOPERAT
07/08/2020	SUPPLIES	48.08	LOWES #02697*
07/08/2020	CCCMA PROFESSIONAL DUES	95.00	CCCMA
07/09/2020	TESTING FEES	50.00	COLORADO CWP
07/09/2020	AC RECHARGER	45.54	NAPA PARTS HEILBRUNS
07/09/2020	SUPPLIES FOR THE TOWN ANNEX FOR PATTY	84.71	EON OFFICE PRODUCTS
07/09/2020	PENCIL TOPPER	6.18	AMZN MKTP US*MJ4IT21Y2
07/09/2020	HAND SANITIZER	44.99	AMZN MKTP US*MJ1BP9M00
07/09/2020	SPLIT - OFFICE SUPPLIES (56.1%)	29.51	SPLIT - OFFICE SUPPLIES (56.1%)
07/09/2020	SPLIT - SUMMER READING PROGRAM (43.9%)	23.09	SPLIT - SUMMER READING PROGRAM (43.9%)
07/09/2020	DISTRIBUTION EXAM 1	100.00	ABC-NV
07/09/2020	INDUSTRIAL TREATMENT EXAM C	100.00	ABC-NV
07/09/2020	COFFEE & GLASS CLEANER FOR WWTP	93.20	AMZN MKTP US*MJ9640M30
07/09/2020	MEMBERSHIP FEE-NO OTHER RECEIPTS PROVIDED	135.00	INT'L CODE COUNCIL INC
07/09/2020	UPCOMING CLASSES	245.00	INT'L CODE COUNCIL INC
07/09/2020	PARTS FOR SPLASH PAD.	234.90	IN *CEM SALES & SERVIC
07/09/2020	TESTING FEES	50.00	COLORADO CWP
07/10/2020	CONFERENCE DUES	240.00	AMERICAN ASSOC OF CODE
07/10/2020	WRONG PART RETURNED	(129.00)	THE HOME DEPOT #1544
07/10/2020	CIELING FAN	143.97	THE HOME DEPOT #1544
07/10/2020	FENCEING FOR WASHINGTON	39.50	MORGAN TIMBER PROD
07/10/2020	SUPPLIES	771.98	CPS DISTRIBUTORS
07/10/2020	GRASS BLADE AND PAINT BRUSHES	31.48	BOMGAARS #69 WELLINGTO
07/10/2020	SPRAY FOR STREET STENCILS	35.40	WAL-MART #2729
07/10/2020	ROUND UP WEED SPRAY ACTIVATE	39.50	POUDRE VALLEY COOPERAT
07/10/2020	PONY BEADS	14.93	AMZN MKTP US*MJ3NA8PN2
07/10/2020	DRILL BIT	2.61	BOMGAARS #69 WELLINGTO
07/10/2020	EQUIPMENT	126.15	4 RIVERS EQUIPMENT
07/10/2020	EQUIPMENT	126.15	4 RIVERS EQUIPMENT
07/10/2020	WASHERS AND BOLTS	74.00	BOMGAARS #69 WELLINGTO
07/10/2020	R&M IRRIGATION SYSTEM	34.07	HERITAGE LANDSCAPE SUP
07/10/2020	DOG WASTE BAGS FOR TOWN PARK STATIONS	37.25	AMAZON.COM*MJ7A99SC1
07/10/2020	R&M IRRIGATION SPINKLER HEADS	713.52	HERITAGE LANDSCAPE SUP
07/10/2020	PW ADMIN BUILDING RESTROOM FAN REPLACEMENT	97.67	AMZN MKTP US*MJ38Q8G02
07/10/2020	CCCMA INTERN DUES	25.00	CCCMA
07/10/2020	TOWN HALL	54.47	THE HOME DEPOT #1544
07/13/2020	CDL TEST.	375.00	ALL SEASONS CDL
07/13/2020	PARKS SPRINKLERS	45.57	BOMGAARS #69 WELLINGTO
07/13/2020	AP INK CARTRIDGES	62.48	EON OFFICE PRODUCTS
07/13/2020	STREET PAINT AND SUPPLIES	213.23	DIAMOND VOGEL PAINT #7
07/13/2020	ROAD CONES	449.70	HD SUPPLY WHITE CAP #0
07/13/2020	CCCMA ANNUAL MEMBERSHIP DUES	55.00	CCCMA
07/13/2020	PARK SUPPLIES	128.93	AMZN MKTP US*MJ588751
07/13/2020	ONLINE CONFERENCE	27.00	CCCMA
07/13/2020	SPRINKLER PARTS	20.32	CPS DISTRIBUTORS
07/14/2020	ANT KILLER	9.99	AMAZON.COM*MJ7Y09I21 A
07/14/2020	SHOP SUPPLIES	80.26	AMZN MKTP US*MJ7W39BD2
07/14/2020	BAGS, SHOP SUPPLIES	100.46	AMZN MKTP US*MJ7GP8W81
07/14/2020	PRINTER INK	356.01	AMAZON.COM*MJ44Q9HJ2
07/14/2020	BINDERS, TAPE	65.82	AMZN MKTP US*MJ6305700
07/14/2020	THERMOMETER & PW OFFICE GENERAL SUPPLIES	100.59	AMZN MKTP US*MJ3YW2KR0
07/15/2020	STICKY NOTES AND WRITE-ON TABS FOR BINDERS.	21.20	EON OFFICE PRODUCTS
07/15/2020	INTERNATIONAL DUMP TRUCK REPAIR	954.50	JERRY TUCKER TRUCK REP
TOTAL		42,321.89	