



BOARD OF TRUSTEES
December 8, 2020
6:30 PM

REGULAR MEETING

Please click the link below to join the webinar:

<https://zoom.us/j/93580364367?pwd=emhFRXEzQzdLRmVrYWpWc3ZpUXlIZz09>

Passcode: 715563

Webinar ID: 935 8036 4367

Or iPhone one-tap :

US: +12532158782,,93580364367# or +13462487799,,93580364367#

Or Telephone:

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment -
2. Presentation
 - a. Comprehensive Plan Update

C. CONSENT AGENDA

1. Minutes of the November 10, 2020 Board of Trustees Meeting

D. ACTION ITEMS

1. Ordinance No. 18-2020 - Conditionally Annexing the Lamb Annexation to the Town of Wellington
 - Staff presentation: Cody Bird, Planning Director
2. Wastewater Treatment Plant Expansion: Engineering Design and Project Delivery

- Staff presentation: Dave Myer, Engineer II
- 3. Resolution No. 44-2020 - A Resolution Adopting Water Rates
 - Staff presentation: Judi Tippetts, Finance Director
- 4. Resolution No. 45-2020 - A Resolution Adopting the Fund Balance Policy
 - Staff presentation: Judi Tippetts, Finance Director
- 5. Ordinance No. 21-2020 - An Ordinance Appropriating Sums of Money to Defray Expenses and Liabilities
 - Staff presentation: Judi Tippetts, Finance Director
- 6. Ordinance No. 20-2020 - An Ordinance Levying General Property Taxes For the Taxable Year 2020
 - Staff presentation: Judi Tippetts, Finance Director
- 7. Ordinance No. 19-2020 - An Ordinance Adopting the Budget for the Town of Wellington, Colorado for 2021
 - Staff presentation: Judi Tippetts, Finance Director
- 8. Contract Approval: 3749 Harrison Ave. Expansion
 - Staff presentation: Kelly Houghteling, Deputy Town Administrator
- 9. Resolution No. 46-2020 - A Resolution Granting Extension of Approval of Annexation of Country Lane Acres
 - Staff presentation: Cody Bird, Planning Director

E. REPORTS

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

F. ADJOURN

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



WELLINGTON COMPREHENSIVE PLAN UPDATE

7 December 2020 | Microsoft Teams

AGENDA

- I. Project Update
- II. Community Engagement Summary
- III. Downtown Framework
- IV. Transportation Considerations
- v. Next Steps



Project Update

Project Timeline



Upcoming Key Dates

- Dec 16 | Steering Committee Meeting
 - Review and discuss
 - Goals and Strategies
 - Future Land Use Map
- Jan - Feb | Public Draft Plan Release and Review Period
- March | SC Review of Public Comment, Plan Finalization and Adoption





Community Engagement Summary

Community Engagement Summary

Process to date:



61
STAKEHOLDER
INTERVIEWS



660
QUESTIONNAIRE
AND POLLS
RESPONSES



7
STEERING
COMMITTEE
MEETINGS

Engagement and Notification

- Social media campaigns
- Posters displayed and flyers distributed at the library
- Coasters distributed at local restaurants/bars
- Information cards included in Halloween bags (Main Street event)

Community Engagement Summary

Distilled themes:



COMMUNITY CHARACTER
(small town; agricultural heritage)



**PROSPEROUS LOCAL
ECONOMY**



VIBRANT DOWNTOWN



**COMMUNITY SPACES &
EVENTS**



**TREASURED OUTDOOR
RECREATION & OPEN SPACES**



**SUSTAINABLE & RESILIENT
PUBLIC SERVICES**



PLAN WELL
VISION FOR TOMORROW
SOLUTIONS FOR TODAY

Community Engagement Summary

Community Vision & Pillars

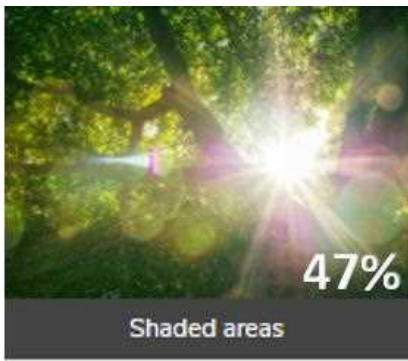


Building types we'd like to see in Downtown (responses: 57)

Top 3
Responses



Elements we'd like to see added to public spaces in/around Downtown. (responses: 57)

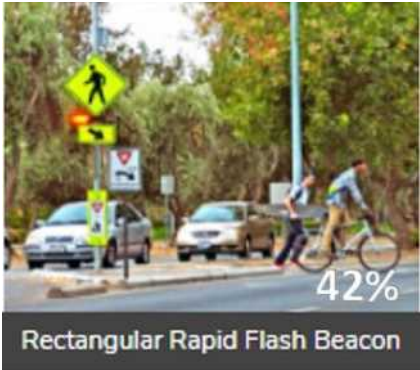


Elements we'd like to see added as part of Downtown's sidewalk character. *(responses: 57)*

Top 3
Responses



Street features we'd like to see added as part of Downtown's Main Street. *(responses: 57)*



Which of following land uses are more appropriate along Highway 1/Cleveland Avenue versus the Harrison & McKinley corridors?

	Hwy 1/ Cleveland Av corridor	Harrison and McKinley Av corridors
Civic buildings		
Checks	31	27
Row Check %	53.4%	46.6%
Places of worship (i.e. churches)		
Checks	13	41
Row Check %	24.1%	75.9%
Retail		
Checks	50	11
Row Check %	82.0%	18.0%
Food & Beverage		
Checks	47	14
Row Check %	77.0%	23.0%
Residential		
Checks	5	45
Row Check %	10.0%	90.0%
Light industrial		
Checks	8	32
Row Check %	20.0%	80.0%
Mixed use (retail/office at street-level and residential above)		
Checks	38	29
Row Check %	56.7%	43.3%
Hospitality/ lodging		
Checks	25	34
Row Check %	42.4%	57.6%

Recurring Themes (Land Uses)

- Accommodate light industrial away from Downtown
- Accommodate lodging away from Downtown
- Discontent with options provided.

What type of residential uses are more appropriate along Highway 1/Cleveland Avenue versus the Harrison & McKinley corridors?

	Hwy 1/ Cleveland Av corridor	Harrison and McKinley Av corridors
Single family		
Checks	8	49
Row Check %	14.0%	86.0%
Town homes		
Checks	7	40
Row Check %	14.9%	85.1%
Mid rise (3-4 stories)		
Checks	20	32
Row Check %	38.5%	61.5%
Mixed use (retail/office at street-level and residential above)		
Checks	39	24
Row Check %	61.9%	38.1%
Hospitality/ lodging		
Checks	26	28
Row Check %	48.1%	51.9%

Recurring Themes (Residential Uses)

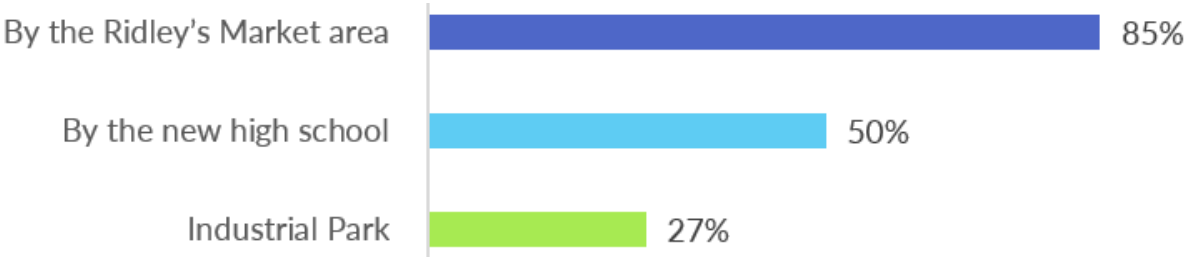
- Limit residential to two stories
- Focus on retail and not housing
- Accommodate lodging away from Downtown due to safety concerns
- Discontent with options provided.

Top retail options most needed in Town (responses 104)

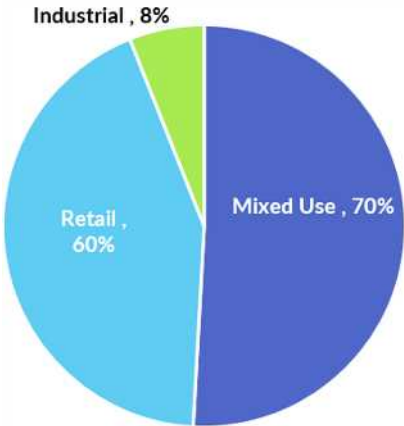
Total responses: 104.

Item	Overall Rank	Rank Distribution	Rank Score		No. of Rankings
			Lowest Rank	Highest Rank	
Dine in places	1		148		57
General merchandise stores	2		97		47
Food and beverage stores	3		69		33

Parts of town that can be prioritized as commercial growth areas? (responses 84)



Businesses that should go in that area: (responses 84)



Top 2 Responses

13. Which of these RETAIL building types best fit our town's character?

Total responses: 50.



70%

Agricultural-inspired retail and restaurants



56%

Small scale walkable mall

14. Which of these MIXED-USE building types best fit our town's character?

Total responses: 59.



46%

2-story market/integrated restaurant



46%

Historic retrofit with 2-3 story residential

15. Which of these INDUSTRIAL building types best fit our town's character?

Total responses: 7.



100%

Industrial flex



29%

1-2 story live-work light industrial



Downtown Framework

Town of Wellington Downtown Opportunities

-  Infill/mixed use
-  Amenitized alleys
-  Main off street bikeway (connecting existing trails)
-  Existing trail
-  Greenways and floodplain preservation (at west); mitigation (at east)
-  Downtown gateways
-  Centennial Park
-  Plaza (extension of Centennial Park)
-  Neighborhood commercial
-  Commercial node
-  Downtown streetscape
-  Extended Downtown streetscape (connecting to schools/ east)
-  Potential areas of expansion
-  Vacant lots (Larimer County Assessor's Data)
-  Underutilized lots (Larimer County Assessor's Data)
-  Flood Plain
- Downtown Limits

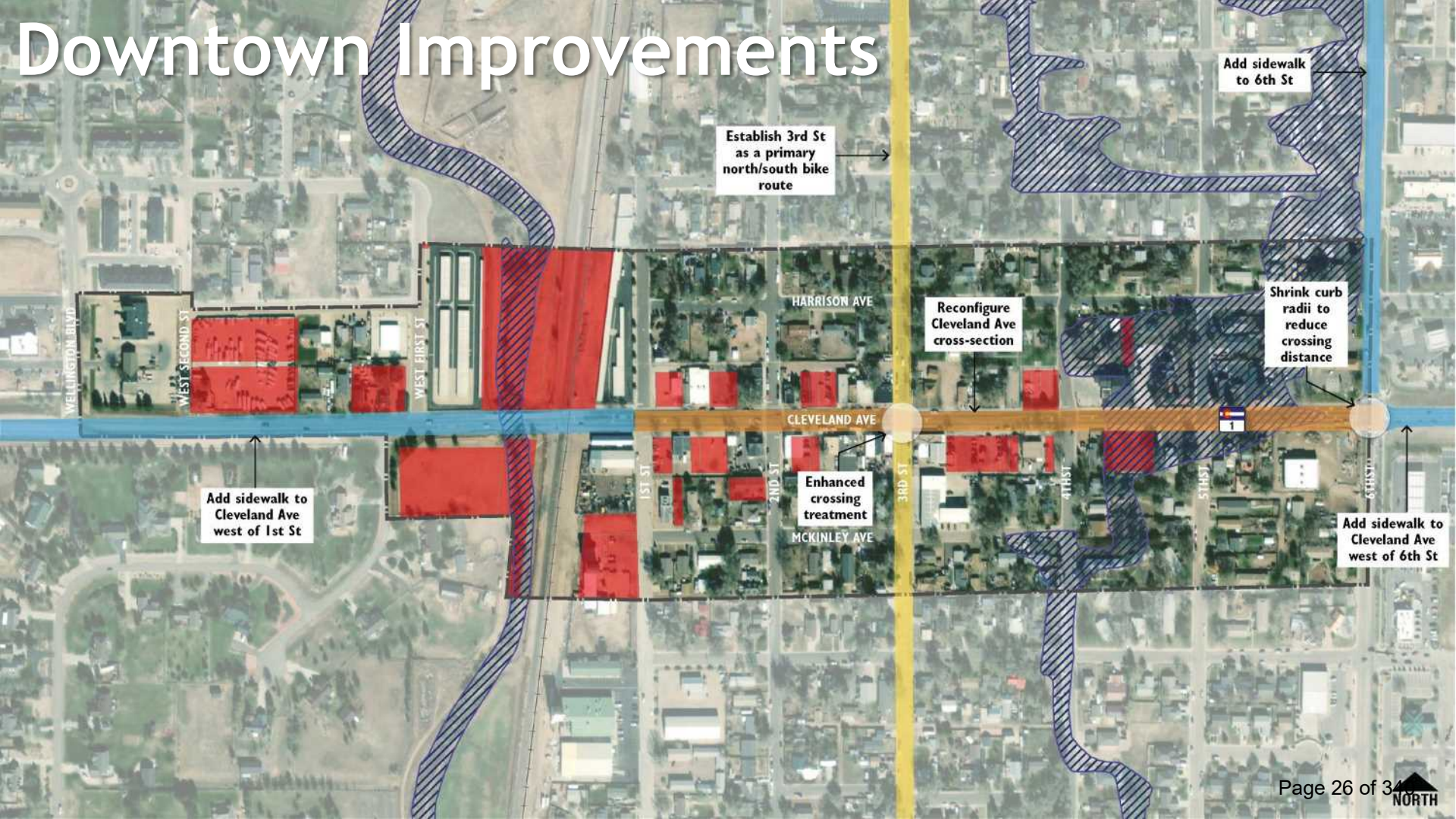
24 Sept. 2020



24 Sept. 2020



Transportation Considerations



Downtown Improvements

Establish 3rd St
as a primary
north/south bike
route

Add sidewalk
to 6th St

Reconfigure
Cleveland Ave
cross-section

Shrink curb
radii to
reduce
crossing
distance

Add sidewalk to
Cleveland Ave
west of 1st St

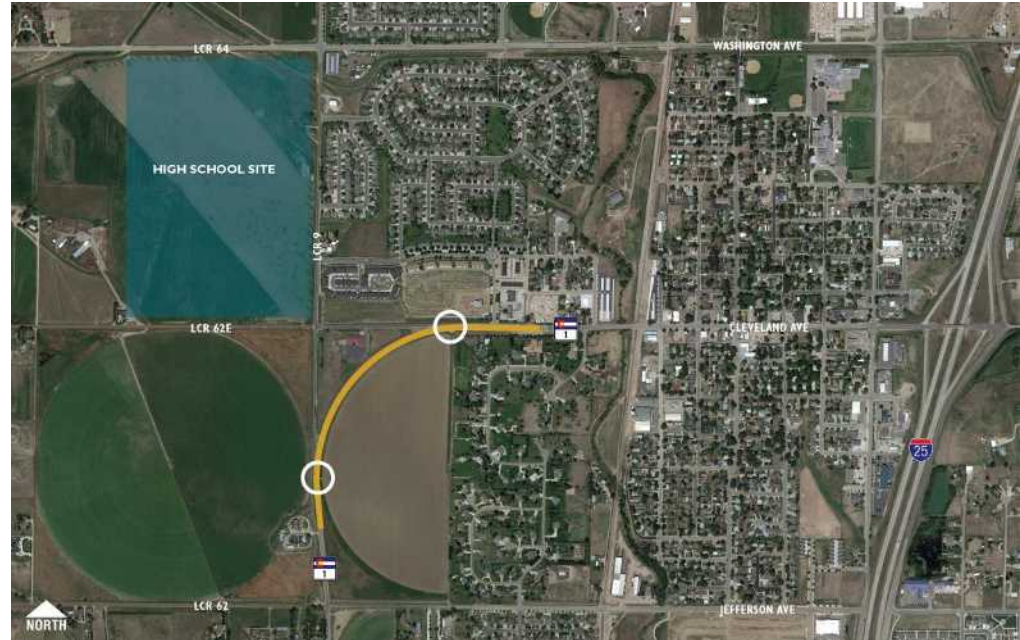
Enhanced
crossing
treatment

Add sidewalk to
Cleveland Ave
west of 6th St



SH 1 Intersection

- SH 1 curve creates irregular configuration with non-standard, skewed intersections
- High school planned for Fall 2022 opening which introduces:
 - More traffic
 - High school student drivers
- Wellington, Larimer County and CDOT working collaboratively to identify improvements to:
 - Mitigate immediate school impacts
 - Identify ultimate intersection design and preserve ROW
 - Increase developability
 - Cost share





Next Steps

Next Steps

- Dec 16 | Steering Committee Meeting
 - Review and discuss
 - Goals and Strategies
 - Future Land Use Map
- Dec - Jan | Plan Compilation and Review for Public Release
- Jan - Feb | Public Draft Plan Release and Review Period
- March | SC Review of Public Comment, Plan Finalization and Adoption



Board of Trustees Meeting

Date: December 8, 2020

Submitted By:

Subject: Minutes of the November 10, 2020 Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 11.24.20 Minutes Draft



BOARD OF TRUSTEES
November 24, 2020
6:30 PM

Regular Meeting

MINUTES

A. CALL TO ORDER

Mayor Hamman called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance

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

2. Roll Call

Mayor Troy Hamman
Mayor Pro Tem Wyatt Knutson
Trustee Jon Gaiter
Trustee John Jerome – ABSENT
Trustee Rebekka Kinney
Trustee Ashley Macdonald
Trustee Tim Whitehouse

Also Present:

Kelly Houghteling, Interim Town Administrator
Brad March, Town Attorney
Judi Tippetts, Finance Director
Cody Bird, Director of Planning
Hallie Sheldon, Town Intern
Bob Gowing, Director of Public Works
Krystal Eucker, Town Clerk
Michael Rairdon, Larimer County Sheriff's Office Patrol Sergeant
Lori Woodruff, Human Resources Manager
Mahalia Henschel, Communications Specialist
Tyler Sexton, Deputy Finance Director

3. Amendments to Agenda

Mayor Hamman asked if there were any amendments to this evening's agenda.

**Trustee Whitehouse moved to remove agenda item D.9 from Action Items to Board Reports;
Trustee Macdonald seconded the motion. Roll call on the vote resulted as follows:
Yeas – Macdonald, Whitehouse, Knutson, Hamman**

Nays – Gaiter, Kinney
Motion carried.

4. Conflict of Interest

Mayor Hamman inquired if there were any conflicts of interest on this evening's agenda to which there was none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Hamman opened the meeting for public comment.

Christine Gaiter, 8132 4th Street, Wellington, CO commented about a water conservation video sent to the Mayor and Trustees. The video outlines a desert country, Israel and feels some of the things that have been implemented in Israel can be done in Wellington to conserve water; drip irrigation instead of sprinklers and treating sewer water to a pure level and reuse it for non-potable water for landscape. There is also technology that provides alerts when pipes begin to leak.

2. Presentation

a. Larimer County Community Report 2019-2020

Larimer County Commissioner John Kefalas gave an overview of the Larimer County Community Report that was included in packet material.

Trustee Gaiter inquired about Larimer County being fiscally conservative and will that continue with the newly elected Commissioners and will the County continue to work with Wellington on the interchange by the new high school.

Mr. Kefalas stated the easy answer to both of those questions is yes. There are two new Commissioners coming on and they will take the Oath of Office on January 12th. The County has very capable budget staff and there is a fundamental responsibility to make sure that we are good stewards of the public resources.

Trustee Kinney commented that to help with the safety of Wellington, it could be helpful to decrease the speed limit on Highway 1 coming into Wellington.

b. Budget Discussion & Review

Ms. Tippetts informed the Board that the goal is to have the budget adopted on December 8, 2020 and to do that, an overview is being given to the Board. As a reminder, the enterprise funds such as the water fund, sewer fund and the drainage are operated like a business and those funds cannot be shared and used for things like salaries.

Wages and salaries are 23.5% of the general fund operating expenditures; the industry standard is 32.43%. There is a request for 6.5 positions for 2021 and that would bring salaries to approximately \$3,723,593; with benefits it would be \$4,794,295.

The budget numbers for 2021 are as follows:

- General Fund \$ 7,135,763
- Street Fund \$ 335,592
- Water Fund \$ 5,133,895
- Sewer Fund \$ 1,340,287
- Drainage Fund \$ 506,500
- Parks Fund \$ 1,394,486
 - Total Operation Expenditures \$15,846,524

Questions that were submitted by Trustees and reviewed by staff include:

1. What does FB stand for and why are we \$3 million over revenues for expenses?
FB is Fund Balance. A New Fund Balance policy is pending adoption 12/08/2020. Negatives show when the anticipated revenues do not equal expenditures. In every fund this is due to a large number of capital projects. Using fund balances to pay for capital projects is appropriate. We would not want to use reserves for operational costs.
2. What is Legislative Board Outreach \$80,000?
Main Street Program at \$75,000 with an additional \$5,000 for Eagles. This line item increased to \$86,800 per Board direction to include the funds for the small businesses.
3. Was the Court Clerk position eliminated and if so why was eliminated?
Proposing moving the Court Clerk position from Finance to the Town Clerks Office as the Court Clerk is not a financial responsibility.
4. Why did salaries go up, but benefits went down?
This occurred in every department. Cost of health care decreased when the Town changed providers. The same benefits are offered to all employees. Several employees have declined health coverage due to having coverage with a spouse.
5. Why did the office space rental decrease?
The Town purchased the Harrison House and the Green House.
6. Why was travel and training increased in Planning.
Travel and training for added staff for continuing education.
7. Law Enforcement
Review of law enforcement contract pushed to future meeting after Town Administrator is on Board.
8. What is travel and training for Public Works?
Education for staff members. Ensuring licensing requirements remain current for plant operators.
9. What is general use and the raise in materials and supplies.
Aging buildings; increased funds for repairs under \$5,000.
10. What is driving the decrease in materials, supplies and maintenance at the Library?
Late budget page submittal and it has since been revised.
11. What is the transfer in the general fund?
Allocation of cost sharing for salaries, insurance and other support systems to and from other funds. Enterprise fund accounting follow the same framework as a private sector business.
12. Why is there a change in the transfer amount of the sewer fund?
Allocation; salaries and other costs changed.

13. What is the authority utilities payment in the drainage fund?

Boxelder agreement.

14. What are the publishing requirements?

The date and time of the hearing at which the adoption of the proposed budget will be considered.

15. What would tap fees have to be raised to in order to shift more burden to new construction?

Principal and interest payments on 2019 Water Plant Expansion approximately \$1.5M per year.

- \$7,500 X 100 permits = \$750,000 or 50%.
- \$8,000 X 100 permits = \$800,000 or 53.3%
- \$8,500 X 100 permits = \$850,000 or 56.7%
- \$9,000 X 100 permits = \$900,000 or 60%

- \$7,500 X 125 permits = \$937,500 or 62.5%.
- \$8,000 X 125 permits = \$1,000,000 or 66.7%
- \$8,500 X 125 permits = \$1,062,500 or 70.8%
- \$9,000 X 125 permits = \$1,125,000 or 75%

Changing the number of permits and or tap fee will impact the percentage. Plant capacity will dictate how many permits we can issue. Post COVID water usage is unknown. Original scenario of 100 homes was a conservative estimate.

Trustee Gaiter inquired about the salary percentages and if those included the additional 6.5 positions.

Per Ms. Tippetts; yes, the 53.75 positions include the additional positions for 2021.

Trustee Gaiter inquired about the number of permits that were issued in 2020.

Mr. Bird stated there have been approximately 270 single family home permits issued this year.

Mr. Gowing informed the Board that professional services are unforeseen professional services that may come up that could include things like geotechnical reports, structural design and surveying.

The sludge removal costs increase was a deferred maintenance item that Public Works started working on this year. Sludge removal should be done every year or two and it had not been done in about four years, so we did that and there was a lot more sludge than normal.

The raw water increase is the main change in the water fund, the 40% increase in volumetric water use this year is assumed to be contributed to COVID.

Ms. Woodruff informed the Board of the description of the positions being requested for 2021.

Management Analyst: This position handles high-level assignments for department heads and Town Administrators such as Water Conservation, Water Rate Survey and other special

projects, presentations, serving as liaison for boards and committees, COVID 19 business and grant management, DOLA and other grant management, provides research, project management, back up support for double and triple booked meetings, intra-departmental communication, meetings and agenda facilitation, and analysis and problem-solving to name a few. In addition to having the ability to manage any situation or request, the position must be able to take leadership roles, hold confidences, and maneuver sensitive or politically charged situations with professional grace. This position requires fundamental education in public administration, political science, business administration and human resources so minimum requirements include a BS/BA in one of these or a related field plus experience in a municipal setting. The Management Analyst supports the Town Administrator, Deputy Town Administrator, All Directors, HR Manager, Town Clerk, Town committees, Town Hall projects (including construction projects), internal and external constituents, etc.

Director of Parks and Recreation: At the last regular meeting, there was discussion regarding if the Town should move forward with the Director positions or move forward with the Manager of Parks and Recreation. The Manager position is less expensive, but it would still allow us to handle the same roles and allow the Parks Department to move out of Public Works. This would also allow the recreation department to grow.

Trustee Gaiter inquired about the IT Technician and the costs saving with that position; are those savings reflective in the budget.

Ms. Woodruff stated that cost cannot be offset yet, partly because when that person comes onboard, they will need to do some back work in order to catch the Town up to be able to see a profit from hiring an IT Technician.

Trustee Gaiter inquired about the Building Official position and if there will be a delay in costs savings to get caught up with that position.

Mr. Bird stated we would expect to see cost savings over time although we would not expect to see those savings in the first year.

Trustee Gaiter inquired as to what would be more beneficial to the Town, hiring a Director of Parks and Recreation or the Management Analyst position.

Ms. Woodruff commented that if we can move towards the Manager of Parks and Recreation and channel money to preserve the Management Analyst position, that would be a win for the Town in both areas. The ultimate goal would be to move the Manager of Parks and Recreation to a Director position in future years to drive the recreation programming for the Town.

Trustee Gaiter commented that it may be beneficial to go with the Manager of Parks and Recreation and the Management Analyst positions and look at the Director of Parks and Recreation down the road as things become more stable.

Trustee Whitehouse commented that he agrees with Trustee Gaiter and believes the Management Analyst position is an important one.

Trustee Kinney commented that she feels that the Management Analyst and the Director of Parks Recreation are needed.

Trustee Macdonald inquired what the timeline would be like bringing on a Manager or Director for Parks and Recreation.

Ms. Woodruff stated a staffing strategy that is used is to delay the hiring of an individual when there are fiscal concerns. One option could be to hire the Manager of Parks and Recreation for the first two quarters of the year which would allow the Town some time to come out of COVID and then look at recruitment for the Director position.

Trustee Macdonald commented that she would be in favor of the Management Analyst and Director positions.

Trustee Gaiter commented that his preference would still be to do the Manager position for the full year but would be amenable to work something later in the year.

Ms. Woodruff suggested moving forward with the Manager position for the first quarter and then coming back in the second quarter with an update to the Board on where we are financially to see how that transition could look. That process can be repeated every quarter to see how things are progressing.

The Board agreed to move in that direction.

c. Wellington Utility Rate Model – Update

Mr. Sexton informed the Board that on April 23, 2019, the Board approved a utility rate study for the Town's water, wastewater and stormwater utility rates. The findings of that study were presented to the Board on March 17, 2020 and the Board selected Scenario II that was presented on September 15, 2020. Scenario II increased the water base rates to \$35 on October 1, 2020 and another increase to \$69.83 on January 1, 2021.

The three major factors when considering utility rates are total users and growth, capital improvement projects and raw water costs. In preparation for the budget cycle, it is common to review the model, the current assumptions and update as necessary.

The original model and assumptions excluded impact fees. The rationale was that the impact fees are a one-time fee and the best practice would be to not include them in long term projections. This assumption would have been sustainable, but with the limited capacity of the current water plant and the idea of a strategic smart growth pattern, we have decreased the numbers of new users than the original model anticipated. Finance has discussed this topic with both Bob Gowing, Public Works Director and Cody Bird, Planning Director and we conclude that we can handle about 2% growth for the next three years, or roughly 1,000 homes for the next five years.

In finance, we always error on the side of conservatism, so we project out about 750 new homes in our models. We also looked at the current fund balance policy which required commitment of two years debt service, subsequent years, capital improvement and then 25% of revenues. We reduced that to 33% of expenditures or the 110% of debt service, whichever was larger.

The CIP projects have an increased significantly as the original assumption was roughly around \$1.6 million and then with the updated CIP, we are approaching approximately \$7 million. The original model has the Town being able to cover all costs, including capital project with the incoming revenues except for 2021. In order to absorb these costs and maintain our fund balance, we had to include the impact fees. The new model is assuming the impact fee increases from \$5,500 to \$7,500 with a \$200 increase per year for the next five years. A major difference between the original model and the updated model is that we have a more consistent base rate for the next three years although there is also a 25% increase in the tiers for the next five years

The updated model maintains a \$66 base rate for the next three years with a decrease to \$55 in 2024 and then \$50 in 2025. The decrease will happen because the new water plant is estimated be complete which allow the Town to grow. This will allow us to collect more impact fees and spread the operational costs among more users.

Trustee Gaiter inquired what was driving that significant increase in the CIP project over what was before.

Mr. Gowing stated what is being seen this year is some of the projects got deferred because of the issues related to having two projects. A lot of that is rolled over so that basically is being shown as additional budget items. This doesn't really reflect all the CIP money that we are not spending this year that we will be spending next year.

Trustee Gaiter commented that he had a concern that the base rates will be going up slightly less but staying up for longer as well as an additional increase in the tier rates and fears they may not come down.

Mr. Sexton stated there is not much difference between the models as a whole. The difference is the next three years is due to growth and not being able to collect the impact fees as well as not being able to spread the costs over more users. Once the plant does come online, there will be more options. It is anticipated that the rates will go down.

d. 5 year Capital Improvement Plan

Mr. Sexton informed the Board that The Town of Wellington's Capital Improvement Plan (CIP) contains all the individual capital projects, equipment purchases, and major studies for the Town; in conjunction with construction and completion schedules, and in consort with financing plans. The plan provides a working blueprint for sustaining and improving the community's infrastructures. It coordinates strategic planning, financial capacity, and physical development. The CIP is the epicenter for the Planning, Public Works, and Finance Departments.

The estimated revenues for 2021 are at \$7,228,938, less operating costs of \$7,135,763 leaves \$93,175 for capital projects and debt. The 2020 available fund balance is \$7,482,732 and the total capital equipment and project expenditures for 2021 are at \$1,780,178. It is estimated there will be \$398,000 obtained in grants for 2021 as well.

Mayor Hamman inquired about the Downtown Study and if that is something that needs to

move forward right now.

Mr. Bird stated the downtown area has been identified as a strategic area for the town's future both by staff, the Board and from public comments we received in the comprehensive plan feedback. The proposal was to hire consultant in 2021 through the RFP process.

Trustee Whitehouse inquired if the stormwater master plan will cover the downtown area.

Mr. Bird stated the stormwater concerns that we have heard about in the downtown area will see some overlap between the downtown area and the stormwater master plan. The solution probably will extend beyond the downtown area.

Trustee Gaiter inquired about the property acquisition line item and what it is being used for.

Ms. Tippetts stated that on the revised budget, the \$300,000 was taken out. If there is a property to purchase, that can be brought before the Board for approval. The funding in the property acquisition is all for the Harrison House.

Mayor Hamman inquired about the \$50,000 recreation feasibility study.

Ms. Woodruff stated that is part of being able to redirect, grow and build the recreation department to look ahead toward future needs. This money is being set aside for the Town to complete the study and find out how we can grow all of recreation for the residents.

Trustee Whitehouse commented that this looks like a rollover from 2020.

Trustee Gaiter commented that the advisory boards like the PAB and CAC could start working on these kinds of studies and then bring in professionals in if needed. Individuals on these advisory board feel like they don't have much to do.

Trustee Kinney commented that she respectfully disagrees as feels that if these projects are approached strategically with a vision of the Town of Wellington, we have to have a coordinated effort. That is where these professional studies come into play. The volunteers that are on our advisory boards can implement the outcomes of the studies.

Mayor Hamman commented that the professionals working on these studies would reach out and work with our advisory boards.

Trustee Gaiter commented that depending on what happens with these lockdowns, there are some severe concerns. My concern is that we're going to start seeing citizens potentially lose houses who are not able to make payments and tax payments which could potentially hurt Wellington. I would prefer us to keep us as healthy and balanced as possible. The \$50,000 and \$70,000 studies add up fast.

Mayor Hamman inquired out the new street sweeper.

Mr. Gowing stated the Town's current street sweeper is about 20 years old and the manufacture doesn't carry parts over 20 years to make any repairs to the machine. The Town spent approximately \$5,000 this year and we expect to spend closer to \$20,000 next year.

Trustee Whitehouse inquired about the four, \$60,000 payments and this year it looks like a

single year financing purchase.

Mr. Gowing commented that we were looking at a lease purchase for this and in exploring that more, we discovered some hidden costs that we didn't really like. We felt like it was the more prudent approach to make the purchase outright.

Trustee Gaiter inquired as to the lifespan on a piece of equipment like the street sweeper.

Mr. Gowing stated it is about 15-20 years.

Mayor Hamman inquired about the zero turn mowers.

Mr. Gowing stated as we acquire more parks and open space that need to be mowed, we need more resources to do that and mowers need to be cycled in and out as they are used pretty hard.

Trustee Whitehouse inquired if this is for one or two mowers.

Mr. Sexton stated it was for two mowers.

Trustee Whitehouse inquired as to the life expectancy of the mowers.

Mr. Gowing stated it is roughly 10 years.

Mayor Hamman inquired about the mower for the water department.

Mr. Gowing stated he thought that was moved back and that was the intention; it can come off the budget for 2021.

Trustee Gaiter inquired if the mowers for the streets department were not purchased, would staff still be able to do their jobs.

Mr. Gowing stated the short answer is yes but not at the level of service we hope to provide. As mowers get older, they go down and need repairs. When mowers are down, we would have to deal with longer grass at times and may not be the manicured look that residents are used to.

Trustee Gaiter commented that he would prefer to hold off on the mowers for now and focus the funds on essential items then take a look next year.

Mr. Gowing commented that these are all priority three project so they are not critical so we can take a look at deferring all three of the mowers. We may come back with a request to purchase at least one of them.

Mayor Hamman commented that we may need one and he is not opposed to getting one.

Mr. Gowing stated they will look at this item and evaluate.

Mayor Hamman inquired as to the John Deere Gators.

Mr. Gowing stated they have slowly brought in gators into the equipment fleet because they are so handy. As we have needed to rap up maintenance, these gators allow staff to carry parts and tools around, especially in the plant sites. They are also safer than wrestling heavy parts into the back of pickups and they can get into tighter spaces that a pickup can't get into.

Mayor Hamman inquired if the gator could be used interchangeable between the plants.

Mr. Gowing stated that is a possibility; it takes a little more time by taking a trailer to a site to load the gator. The gators wouldn't be used on the road between plants.

Trustee Gaiter inquired as to how many gators the Town has.

Mr. Gowing stated he believed there is just one and it sits at the wastewater plant.

Trustee Whitehouse commented that water and wastewater are critical utilities and these sound like what we need to do business.

Trustee Macdonald commented that she agrees with Trustee Whitehouse by giving staff what they need to do their jobs and the appearance of the community attracts new residents and new businesses. Trustee Macdonald commented that she supports Mr. Gowing's asks that he has brought before the Board.

Trustee Macdonald asked if it was possible to get an inventory list of what is currently in the fleet.

Mr. Gowing stated he could send that out.

Mayor Hamman inquired about the water efficient program equipment.

Mr. Gowing stated it is a program budget with several of the higher priority water conservation elements that came out of the water efficiency study. From that study, the Town has chosen three of the items to move forward with. The first one is an advanced meter system which connects directly to the Casselle billing system and gives continuous information. The advanced meter system can give real time information on usage and could provide tools for leak detection.

The second piece of the water efficiency program is community outreach and how we get more effective information out to citizens. The third piece is a revision to the landscape standards.

Trustee Whitehouse inquired about the meter that he had replaced a few years ago and if that will be compatible with the advanced meter system.

Mr. Gowing stated if the meter was replaced in the last five or six years it will be compatible; it will require a few minutes of programming.

Mayor Hamman inquired about the two pickups for public works.

Mr. Gowing stated that is part of the ongoing fleet update as the Town still has a 1999 Dodge Durango that breaks down frequently.

Mayor Hamman inquired about the sewer vac truck.

Mr. Gowing stated that is another piece of equipment that is over 20 years old. That piece of equipment is needed for several compliance related tasks. The truck that we do have was broke down last year, so the Town was forced to rent a truck.

Mayor Hamman inquired about the skid steer attachment.

Mr. Gowing stated that is a piece of equipment to spread out the solids at the wastewater treatment plant.

Mayor Hamman inquired about the pedestrian access over the Windsor ditch.

Mr. Gowing stated that is a project that has been on the books which was an agreement that the Town entered into with Windsor Ditch to enclose that portion of the ditch.

Mayor Hamman inquired as to Mr. Gowing firming up the CIP and bringing it back to the Board.

Mr. Gowing stated that is what he will do.

C. CONSENT AGENDA

1. Minutes of the November 10, 2020 Board of Trustees Meeting
Trustee Macdonald moved approve the consent agenda; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:
Yeas – Gaiter, Kinney, Macdonald, Whitehouse, Knutson, Hamman
Nays – None
Motion carried.

D. ACTION ITEMS

1. Chamber of Commerce Funding Request
Ms. Tippetts informed the Board that staff needs direction to close out the Chamber funding request. Inside the CARES funding there is language that allows for financial assistance, such as rent relief to businesses. “Specifically, if the local government views such organizations as businesses (chambers), they would be eligible for such grant assistance.” Furthermore, the financial assistance provided would have to be related to COVID-19.

Currently, we have 9 existing employees sharing Town Hall, sharing one bathroom and a small kitchen area. In addition, we have several other positions that either share a workspace, work from the Planning Department or work from home. Space needs and the availability to social distance dictates that we will need the Harrison House to accommodate our employees to reduce the number of shared surfaces and to practice social and physical distancing.

Following the above logic, I think we could consider using some of the CARES funding for a portion of the rental request. Date of move to year end. Funding language specifically states the expenditures must be for 2020, therefore I do not believe twelve months of funding would be defensible. The balance of the items, purchasing of furniture, would not be related to COVID-19. The cost of internet, phone service and printer expenses are on-going business expenses. There are additional funds available in the 2020 budget under the Board Discretionary Funds.

Trustee Whitehouse inquired about the move out date of the Chamber.

Ms. Tippetts stated it was sometime after September, but the exact date would need to be verified.

Mayor Hamman ask for the number of assistance Wellington would provide.

Ms. Tippetts stated her recommendation was 1-2 months of rent and installation fees of \$420.

Trustee Macdonald asked the Board for consideration of first and last month rent, the costs of the moving truck and cost of the utilities.

Mayor Hamman inquired as to Trustee Macdonald's bottom line figure.

Trustee Macdonald stated it was \$2,300.

Trustee Kinney commented that she would support splitting the costs as that would be a good gesture.

Trustee Gaiter commented that he could be comfortable splitting the \$7,000 cost. The Chamber would have still had expenses if they had not moved into the Harrison House.

Trustee Whitehouse inquired if the Board is looking to reimburse the Chamber \$3,500.

Trustee Macdonald commented that the \$3,500 is one option that is being proposed although she is not in support of that. For clarification, Trustee Macdonald is in support up to \$2,300 which includes \$1,340.88 for internet and phone as well as the \$940 in moving costs.

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

Trustee Macdonald moved to approve a reimbursement to the Chamber of \$2,300; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

2. Resolution No. 39-2020 - A Resolution Appointing a Town Administrator

Mr. March informed the Board that this is the resolution that follows up on the Town Administrator contract that was approved at the previous meeting. This resolution will appoint Patti Garcia as the Town Administrator.

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

Ms. Garcia commented that she is excited to join the Town of Wellington on December 1, 2020.

Trustee Gaiter moved to approve Resolution No. 39-2020; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

3. Resolution No. 40-2020 - A Resolution Adopting the Colorado Model Municipal Records Retention Schedule

Ms. Eucker informed the Board that in The Town of Wellington originally adopted the Colorado Municipal Retention Schedule in 2005. The adopted resolution did not expressly state that future amendments to the Model Schedule would be automatically adopted. In order to assure that the Town is adhering to the most current version, we are recommending adoption of Resolution No. 40- 020 which will encompass any and all future amendments to the Colorado Municipal Retention Schedule.

Trustee Gaiter commented that he has concerns that we would automatically agree with what the State says.

Ms. Eucker stated the Colorado Municipal Clerks Association along with the State Archives Office review and debate any pros and cons of changes that are made to the schedule. Wellington can also file a local exception if they see any issues that arise with the schedule.

Mayor Hamman inquired who monitors the schedule.

Per Ms. Eucker; I do that and will let the Board know of any issues that could arise.

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

Trustee Kinney moved to approve Resolution No. 40-2020; Trustee Whitehouse seconded the motion. Roll call on the vote resulted as follows:

Yeas – Kinney, Macdonald, Whitehouse, Knutson, Hamman

Nays – Gaiter

Motion carried.

4. Resolution No. 41-2020 - A Resolution Appointing Community Activities Commission Members

Ms. Eucker informed the Board that the next three items are all related to the appointment of advisory board members. Trustees Kinney and Whitehouse completed interviews for the applicants on November 4, 2020 and have recommended Shirrell Tietz and Wyatt Schwendeman-Curtis to the CAC.

Trustee Kinney commented that Wyatt came with a lot of excitement and enthusiasm to be involved in the community and Shirrell has been a volunteer for some time with the CAC.

Mayor Hamman opened the meeting for public comment.

Christine Gaiter, 8132 4th Street, Wellington, CO inquired as to how many applicants were interviewed.

Trustee Kinney stated there were three applicants for the CAC and two were available for an interview.

Trustee Gaiter moved to approve Resolution No. 41-2020; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Whitehouse, Knutson, Hamman

Nays – None

Abstain – Macdonald

Motion carried.

5. Resolution No. 42-2020 - A Resolution Appointing a Board of Adjustment Member
Trustee Kinney commented that Eric Stahl was the only applicant for this position, but he was very excited and has an accounting background.

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

Trustee Macdonald moved to approve Resolution No. 42-2020; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

6. Resolution No. 43-2020 - A Resolution Appointing a Wellington Parks Advisory Board Member
Trustee Kinney commented that there were two candidates and one was available for an interview. Erin Leesley is an avid volunteer coordinator for many organizations in the community and is very passionate about the community.

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

Trustee Kinney moved to approve to approve Resolution No. 43-2020; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

7. Proposed Ordinance - An Ordinance Concerning the Regulation of Retail and Medical Marijuana Sales in the Town of Wellington

Mr. March informed the Board that this has been a placeholder on the agenda for some time based on the initiated ordinance that is still before the court. There have been some settlement discussions that have taken place to refer this to the voters if there are items that can be worked out. That offer has been extended but as of now have not received a response. An email was sent to the proponent's attorney on Thursday and was followed up on Friday, but it is my understanding that he had not heard from his clients.

The proponents have the obligation to brief and that schedule has been set. The Town does not have any briefs due. It is my recommendation to discontinue putting this on the agenda as a placeholder. If it comes back, we will reintroduce it at that time which will be in conjunction with the lawsuit or, alternatively, it will be in conjunction with a possible settlement offer which may require an executive session.

Trustee Kinney commented that she doesn't like the perspective of not acknowledging it.

Mr. March stated it will still be out there and that he will report back to the Board. The tax issue has been set for the November 2021 election, but the hearing officer did determine the ordinance is insufficient.

Trustee Gaiter commented that he would prefer to leave the item on the agenda but does not

have any issue pushing it out a few meetings.

Trustee Gaiter moved to postpone agenda item D.7 to December 22, 2020; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas - Gaiter, Kinney, Macdonald, Whitehouse, Knutson, Hamman

Nays - None

Motion carried.

8. Health Restriction and Guideline Discussion

Item moved to Board Reports.

E. REPORTS

1. Town Attorney

Mr. March clarified the voting on the Sage Meadows item from the last meeting. The research did show that the item did pass. The meetings are governed by Robert's Rules of Order although the Board of Trustees did adopt Bob's Rules or Order which is an abbreviated version that was done by an attorney. Even though there were two abstain votes, those abstain votes counted towards a quorum but there were three yes votes which was enough to carry the matter.

2. Town Administrator

Nothing to add.

3. Staff Communications

Ms. Woodruff updated the Board that a highly qualified candidate is being recruited for the Civil Engineer position with Public Works. This individual has previously been a Director of Public Works and has a very strong engineering background.

4. Board

Trustee Gaiter commented that there have been new health restrictions that have come from the State recently and adopted by the County. The last few days I have been corresponding with the County Commissioners and County Health Officials and sharing with them the concerns from citizens that have been received. There are businesses that will not reopen if there is another shutdown. I have also had communication with the Sheriff's Office regarding the constitutional rights of our citizens. The goal with of putting an item on the agenda was to read a letter from the Sheriff's Office and to as a Board, supporting the community in any way we can.

Trustee Gaiter read the statement from Sheriff Smith, "Sheriff Smith and his office understand and appreciate that we are in a very difficult time. COVID has created many public health concerns and the recent spike and reported incident infections and hospitalizations has public health officials understandably concerned. Under Colorado Statutes, state and local health officials have the authority to implement public health orders. Violations of those orders are to be reported to the public health officials to investigate. The orders relating to the operation of businesses are rather complex and tedious and therefore only public health officials are in the position to interpret those

orders. If the health authority believes they have a violation, it is up to them to communicate with that party in question. If it does not resolve the issue either the county attorney or the state attorney general can choose to intervene and file motions with the court. These issues are not handled by local policing agencies. While the Sheriff understands and appreciates the concerns of public health officials about private gatherings. He believes that private gatherings, especially for constitutionally protected worship are not an area that can be regulated in the manner, as outlined by the State in their current color-coded health restriction scheme. This opinion mirrors the position the Governor has taken when it comes to other first amendment right to peaceably assemble, and to petition the government for a redress of grievances. Therefore, the Sheriff's Office. Well, urging caution with gatherings will not be fielding calls or complaints about gatherings over the Thanksgiving holiday weekend."

That is the end of the statement and I would just like to add that I would wholeheartedly agree that all government should be fully respecting the constitutional rights of all of our citizens.

Trustee Kinney commented that she wished health and happiness to all the citizens of Wellington and hope that all are taking the precautions necessary to make sure people are staying safe. There are major concerns that the businesses in Wellington could be facing with the current restrictions. It has become very clear that there are significant consequences for any organizations that do potentially violate any of the restrictions in place whether or not they're being enforced and by who and definitely not by the Town of Wellington. It is known that there are significant concerns or consequences for violating any of these items. The Town of Wellington should know who's going to be enforcing these. Our Town relies on our businesses specifically our restaurants, breweries, and bars. They are the ones who are going to be suffering significantly through these restrictions. I think it might be a better idea to see how we can offer additional support to these businesses; whether that is from a communication standpoint of encouragement and understanding of what's available and where to go to support our local businesses. The last time this occurred, there were moving parts and pieces such as working on patios and understanding capacity concerns. The things that we did before are not applicable because it's freezing cold outside. My ask of the Board is to actively participate in a task force where we can initiate and actively be involved in planning and supporting our businesses in conjunction with many of the service related organizations in our community like Main Streets, the Chamber and/or Kiwanis. We need to poll our businesses to ask them what they would need to help them survive. Once we figure out some of those needs, come back as a Board and see if there is a funding request or what kind of actions or steps would be needed to support our businesses.

Trustee Gaiter commented that he agrees with Trustee Kinney and inquired as to what CARES Funding is still available.

Ms. Houghteling commented that she is not sure what is left for CARES Funding but that was part of the business support program that the Town did. Some businesses did put in for heaters and those types of things. We can look into what additional funding may be available.

Trustee Macdonald inquired if it is just the Chamber and Main Streets involved in a task force. Trustee Kinney stated she believed so.

Ms. Houghteling commented that she can have the Communication Specialist, Mahalia reach out to Main Streets and the Chamber to see how we can support and help communicate the needs of our businesses.

Trustee Kinney requested a survey to businesses to find out what they are needing.

Mayor Hamman offered assistance to helping businesses as well.

Trustee Gaiter informed the Board that Main Streets and the CAC will be working together on a parade of lights event instead of the tree lighting ceremony. The details are still being worked on.

Trustee Kinney commented that the downtown lights look good.

F. ADJOURN

Upon a motion duly made, the meeting was adjourned at 9:59 p.m.

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: December 8, 2020
Submitted By: Cody Bird, Planning Director
Ordinance No. 18-2020 - Conditionally Annexing the Lamb Annexation to the Town of Wellington
Subject:

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

EXECUTIVE SUMMARY

The owner of property on the east side of 6th Street, and north of Sveta Dr. has petitioned for annexation of the property into the Town of Wellington. The Town determined the property is eligible for annexation in accordance with state statutes and established the date of the required public hearing for December 8, 2020. Required notifications have been provided in accordance with law. No opposition to the annexation has been received by Town staff. The recommendation is to approve annexation of the Lamb Annexation into the Town of Wellington.

BACKGROUND / DISCUSSION

- The owner of property at 7860 6th Street has petitioned for annexation into the Town of Wellington.
- The Town adopted Resolution 36-2020 finding the property proposed for annexation is in substantial compliance with eligibility requirements for annexation in accordance with state statutes, setting the date of a public hearing for December 8, 2020, and referred the application for annexation to the Planning Commission for consideration.
- The Planning Commission, by motion and vote on November 2, 2020, recommended annexation of the property and zoning the property to C3 - Highway Commercial.
- Town staff has provided the required notifications to advertise the public hearing, including preparing and providing the attached annexation impact report as required by state law.
- The Board is required to conduct a public hearing to allow testimony on the proposed annexation. The order of the public hearing is as follows:
 - Town staff introduction
 - Petitioner's presentation
 - Public testimony
 - Response by Petitioner
 - Response by Town staff
 - Board discussion
- Following the public hearing, the Board may choose to adopt an ordinance annexing the property into the Town of Wellington. In addition to annexing the property into the Town, the ordinance will also establish the zoning of the property as C3 - Highway Commercial. The C3 zoning is consistent with the Comprehensive Plan and the Planning Commission's recommendation.
- At the time of this writing, Town staff has not received any written or verbal communications regarding this annexation request.

STAFF RECOMMENDATION



Move to adopt an ordinance conditionally annexing the Lamb Annexation to the Town of Wellington and zoning the property C3 - Highway Commercial.

ATTACHMENTS

1. Ordinance
2. Annexation Impact Report

ORDINANCE NO. 18-2020

AN ORDINANCE CONDITIONALLY ANNEXING THE PROPERTY KNOWN AS LAMB ANNEXATION TO THE TOWN OF WELLINGTON, COLORADO.

WHEREAS, a petition has been filed by Linda Lamb, as 100% owner of the annexation of a parcel of land located within the southwest quarter of Section 34, Township 9 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, and more particularly described on Exhibit "A," incorporated herein by reference; and

WHEREAS, the Board adopted Resolution No. 36-2020 and determined that requirements of C.R.S. 31-12-104 and -105 had been met; and

WHEREAS, an annexation map with all required supporting materials has been submitted to the Town; and

WHEREAS, a community of interest exists between the Town and the property proposed to be annexed; and

WHEREAS, the area proposed to be annexed is or will soon be developed; and

WHEREAS, the petitioners for the annexation have demonstrated to the Town that the capacity of existing sewer and water utilities within the Town is or will be sufficient to serve development proposed in the conceptual plan for the property proposed to be annexed at rates which are the same as those rates applying within the existing Town, and that the annexation will result in no increase in rates for these services for other citizens of the Town as a result of the annexation; and

WHEREAS, the fiscal impacts upon the Town as a result of the annexation and development of the property will be sufficiently offset, including costs to the Town for police protection, parks and recreation, streets, sidewalks, utilities and other public costs resulting from the annexation and development of the property; and

WHEREAS, a public hearing was held on said petition pursuant to C.R.S. 31-12-108 and -109 on December 8, 2020 at 6:30pm; and

WHEREAS, no election is required pursuant to C.R.S. 31-12-107(2); and

WHEREAS, notice of the hearing on the Annexation Petition was properly published at least 30 days prior to the date of the hearing pursuant to C.R.S. 31-12-108(2), and a copy of the published notice, together with a copy of the notice of the hearing, was properly sent by registered mail to the clerk of the Board of County Commissioners and to the Larimer County Attorney and to Poudre School District R-1 to special districts having territory within the area to be annexed at least 25 days prior to the date of such hearing, pursuant to C.R.S. 31-12-108(2); and

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

Section 1: The property described on Exhibit “A” is hereby conditionally annexed and will be included within the Town of Wellington, Larimer County, Colorado so long as within 180 days of this ordinance, the Annexation Map and the Annexation ordinance are recorded in the records of the Clerk and Recorder of Larimer County, Colorado. If the condition is not met as evidenced by the recordation within the 180 days of this ordinance, the property shall not be annexed and the annexation shall be void and of no impact on the property.

Section 2: Pursuant to C.R.S. 31-12-115, the annexed area is hereby zoned as C3 – Highway Commercial District.

Section 3: Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Larimer County, Colorado, and ordered published this 8th day of December, 2020.

TOWN OF WELLINGTON

By: _____
Troy Hamman, Mayor

ATTEST:

By: _____
Krystal Eucker, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION – LAMB ANNEXATION

A tract of land situate in the SW 1/4 of Section 34, Township 9 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the West line of said SW 1/4 as bearing North and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the West line of said SW 1/4 which bears North 452.93 feet from the SW corner of said Section 34 and run thence North 430.48 feet along the said West line, thence East 146.47 feet to a point on the Westerly line of Interstate Highway No. 25, thence along said Westerly line S 15°08'20" W 445.96 feet, thence West 30.00 feet to the Point of Beginning, County of Larimer, State of Colorado.



Annexation Impact Report
for
Lamb Annexation

Report Prepared: November 11, 2020
Public Hearing Scheduled: December 8, 2020

In accordance with Section 31-12-108.5 of the Colorado Revised Statutes, The Town of Wellington is submitting the following annexation impact report to fulfill all such required action for the above-named annexation. This impact report analyzes the above annexation and identifies what impact it will have upon the Town of Wellington and the municipal services that will be provided. This impact report has been completed at least twenty-five (25) days before the date of the Public Hearing established pursuant to Section 31-12-108 of the Colorado Revised Statutes.

Annexation and the Town of Wellington

State statutes require that municipalities proposing to annex property must extend municipal government services and facilities to those areas eligible for and intended for annexation. The Town of Wellington recognizes this responsibility and can successfully provide municipal services to property currently under consideration for annexation into the Town. The Town of Wellington has adopted a Comprehensive Master Plan and the Wellington Municipal Code, both of which describe and require development within the Town to meet standards that will provide municipal services to any new areas annexed those same services currently available within the existing town. Furthermore, the Town's Comprehensive Plan and Municipal Code will encourage natural and well-ordered development, will increase the ability for the Town to provide services to citizens within the Wellington urban area, and will achieve a fair and equitable distribution of the costs of municipal services.

In accordance with the requirements of the Municipal Annexation Act of 1965, as amended, and specifically C.R.S. Section 31-12-108.5, the following constitutes the annexation impact report (the "Report") for the Lamb Annexation (the "Subject Property").

Lamb Annexation

The Subject Property included in this annexation is to be known as the Lamb Annexation to the Town of Wellington. The Subject Property is contiguous to the Town of Wellington and the total area of the annexation is approximately 0.57 acres, more or less. The parcel included in this annexation currently has an existing building on it that has been vacant for a number of years. The parcel will be annexed into the Town under the C3 – Highway Commercial zoning district. The intended use of the Subject Property is redevelopment for business/office use.

The legal description of the Subject Property to be considered for annexation to the Town of Wellington is as described on the attached Exhibit "A."

a) Annexation Maps

Annexation maps identifying the Subject Property and the adjacent territory and the present boundaries of the Town in the vicinity of the Subject Property are enclosed herewith (together, the "Annexation Map"), and is made part of this Report.

- i. The Annexation Map shows the boundaries (present and proposed) of the Town of Wellington in the vicinity of the proposed annexation.
- ii. The Annexation Map shows the present streets in the vicinity of the proposed annexation. 6th Street adjacent to the Subject Property is already annexed into the Town of Wellington. 6th Street is a paved roadway, and future widening of the street adjacent to the Subject Property will be considered as part of the Town's road maintenance or a future capital project. All of the present streets in the vicinity of the Subject Property are shown in the Annexation Map and the Master Plan.

Town water mains and sewer mains are available within the 6th Street right-of-way adjacent to the Subject Property, and have adequate capacity to serve the property.

The Town of Wellington will provide municipal services upon annexation. A Utility Map showing the locations of existing utilities to serve the Subject Property is provided with this Report in accordance with C.R.S. Section 31-12-108.5(1)(a)(II).

- iii. The current zoning of the Subject Property is Larimer County O – Open Zone District and the current use of the land is a manufactured residential structure formerly used as business/office space. The building has been vacant for a number of years. Upon annexation, the Subject Property is proposed to be zoned C-3 Highway Commercial and the intended use is business/office.

The Subject Property is situated adjacent to the west right-of-way line of Interstate 25 and the east right-of-way line of 6th Street. The Interstate 25 and 6th Street right-of-way lines converge south of the Subject Property. Properties north of the Subject Property are commercial, including fast food restaurants, medical office, financial institutions and a hotel. Properties south of the Subject Property are a neighborhood grocery store, restaurants, and vacant commercial properties. West of the Subject Property are medical office uses, a veterinary clinic, single-family attached and single-family detached homes, and vacant commercial properties.

b) Pre-annexation Agreement

The Owner and Town have not entered into a pre-annexation agreement for the annexation.

c) Municipal Services

Following the effective date of annexation of the Subject Property, the Town will provide municipal services performed by or on behalf of the Town. Municipal services provided by the Town are categorized below along with a statement setting forth the plans for extending municipal services to the Subject Property.

Water: The Subject Property is within the Northern Colorado Water Association service area. Northern Colorado Water Association has indicated in the attached letter that lines within this vicinity have been abandoned and water service has been deferred to the Town of Wellington. The Town will extend water service to the Subject Property following annexation. The Owner will be responsible for installing the service line connection to the existing 12-inch public water main located within 6th Street right-of-way.

Sewer: The Town will extend sanitary sewer service to the Subject Property. The Owner will be responsible for installing the service line connection to the exiting 12-inch public sanitary sewer line located within 6th Street right-of-way.

Streets: 6th Street adjacent to the Subject Property is already annexed into the Town of Wellington. 6th Street is paved and includes an enclosed stormwater system. Widening improvements adjacent to the site are anticipated in the future and will be financed by the Town. Maintenance of the public roadway is provided by the Town.

Law Enforcement: Law enforcement services are currently provided to the Subject Property by Larimer County Sheriff's Office. The Subject Property will continue to receive law enforcement from Larimer County Sheriff's Office following annexation via the Town of Wellington's contract for law enforcement services.

General Government: Government administration and other general government functions including but not limited to public works maintenance, parks and recreation, planning, zoning, building department, code enforcement and library services will be extended to the Subject Property upon annexation.

d) Financing of Municipal Service Expansion

Town Services will be extended and provided to the Subject Property. The Owner is responsible for the installation and cost of installation of service line connections to public utilities. The Town of Wellington provides repair and maintenance of public infrastructure. These services are financed through utility user fees, sales and use taxes, and other revenues such as gas tax or motor vehicle taxes as appropriate. Non-infrastructure municipal services will be financed from the Town's General Fund.

e) Existing Districts

The Subject Property is currently within the boundaries of the following districts:

- Fire: Wellington Fire Protection District
- Water: Northern Colorado Water Conservancy District
- County: Larimer County Weed Control District
- Health: Health District of Northern Larimer County
- Schools: Poudre School District R-1
- Library: Poudre River Public Library District
- Stormwater: Boxelder Basin Regional Stormwater Authority

f) Anticipated School Impacts and Costs to Schools

The Subject Property is anticipated to develop in accordance with the Town's C3 – Highway Commercial District. The intended use of the property is business/office. As such, the annexation of the Subject Property is not anticipated to generate any additional student populations, and no payment in lieu of land dedication is expected.

This Annexation Impact Report for the Lamb Annexation to the Town of Wellington is respectfully submitted by the Town of Wellington Planning & Development Department.



Cody Bird, AICP
Planning Director

Town of Wellington
PO Box 127
Wellington, CO 80549

EXHIBIT A

LEGAL DESCRIPTION – LAMB ANNEXATION

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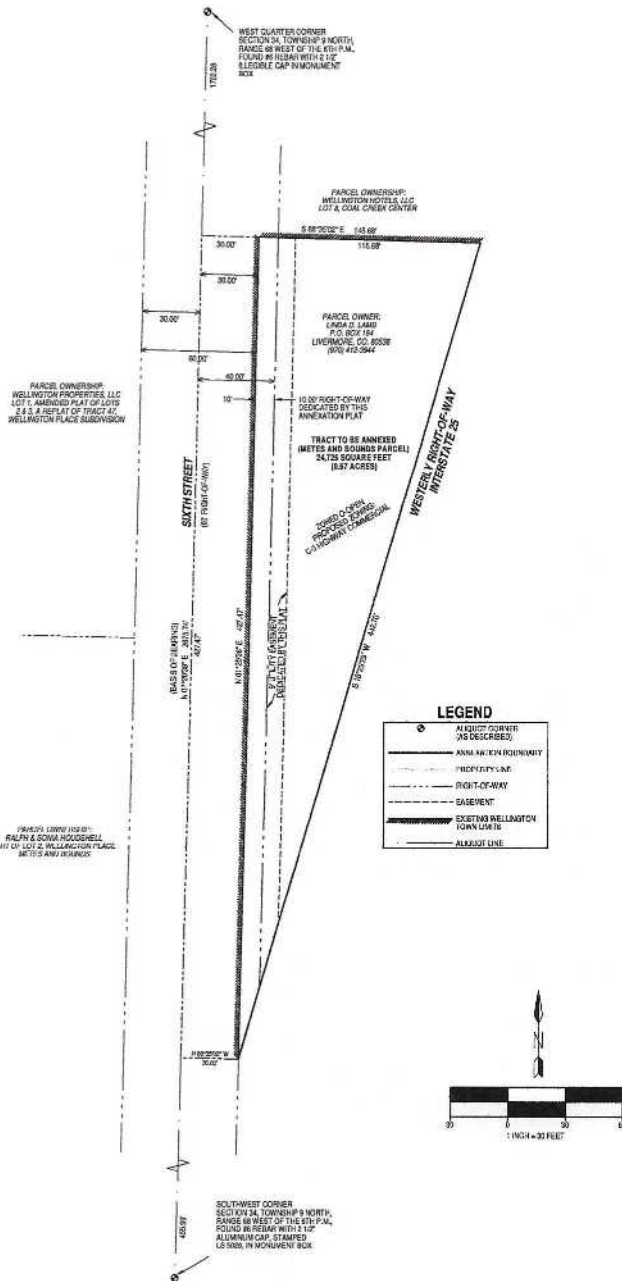
Location Map

Lamb Annexation



LAMB ANNEXATION

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



CONTIGUITY INFORMATION:

THE HEAVY DARK DIMENSIONED LINE REPRESENTS THE LIMITS OF THE AREA TO BE ANNEXED WITH THIS MAP.

TOTAL PERIMETER CONTIGUOUS WITH EXISTING TOWN LIMITS = 543.15 FEET

TOTAL PERIMETER OF THE AREA TO BE ANNEXED = 985.85 FEET

55.06% OF THE PERIMETER IS CONTIGUOUS (1/6 = 16.67% REQUIRED)

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEARING TO BEAR NORTH 01°00'00" EAST AND IS MONUMENTED AS INDICATED.

LEGAL DESCRIPTION OF AREA TO BE ANNEXED:

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 TO BEAR NORTH 01°00'00" EAST WITH ALL BEARINGS RELATIVE THEREOF;

THENCE NORTH 01°00'00" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 455.89 FEET;

THENCE SOUTH 89°00'00" EAST A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SIXTH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 01°00'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SIXTH STREET, A DISTANCE OF 427.47 FEET;

THENCE SOUTH 89°00'00" EAST A DISTANCE OF 115.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25;

THENCE SOUTH 19°00'00" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 442.70 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 24,728 SQUARE FEET (0.57 ACRES), MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

APPROVAL OF PLANNING AND ZONING COMMISSION

THIS PLAT TO BE KNOWN AS LAMB ANNEXATION WAS APPROVED BY ACTION OF THE LAMB AND ZONING COMMISSION OF THE TOWN OF WELLINGTON, COLORADO, AT A REGULAR MEETING HELD ____ DAY OF ____ 2019.

ACCEPTANCE BY THE BOARD OF TRUSTEES

THIS PLAT TO BE KNOWN AS THE LAMB ANNEXATION IS APPROVED AND ACCEPTED TO THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO, BY ORDINANCE NO. ____ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, HELD ON THE ____ DAY OF ____ 2019.

BY: MAYOR _____ ATTEST: TOWN CLERK _____

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO,
COUNTY OF LARIMER,
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT
UTAH, MO. 18.85 DAY OF ____ A.D., 2019, AND IS
RECORDED IN BOOK NO. ____ PAGE NO. ____
DEPUTY _____ RECORDER _____

SURVEYOR'S NOTES:

1. THIS ANNEXATION PLAT WAS PREPARED WITH THE BENEFIT OF PRELIMINARY NATIONAL TITLE COMMITMENT NO. 1888888888 DATED JULY 17, 2019, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC TO DETERMINE TITLE OR EASEMENTS OF RECORD. THOMAS LAND SURVEYING, LLC WILL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THIS SURVEY BEING COMMENCED MORE THAN 180 DAYS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BEING COMMENCED MORE THAN 180 DAYS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THE ANNEXATION PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
5. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY. THE INFORMATION REFLECTED HEREON WAS TAKEN FROM OTHER SURVEYS AND RECORDS.

SURVEYOR'S CERTIFICATE

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. IN ADDITION, I DO HEREBY CERTIFY THAT THE MAP HEREON IS A DELINEATION OF THE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SEVENTH (1/7) OF THE BOUNDARY IS CONTIGUOUS WITH EXISTING LIMITS OF THE TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO.

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #2833

DATE _____





Northern Colorado Water Association

P.O. BOX 415 WELLINGTON, COLORADO 80549 PHONE 568-3975

June 29, 2020

Linda Lamb
P.O. Box 37
Wellington, CO 80549

Re: Ability to Serve 7860 6th Street, Wellington, CO

Dear Ms. Lamb,

Thank you for your June 15, 2020 letter inquiring about the ability of the Northern Colorado Water Association to serve the above subject property.

Although we did serve this property in the past, the lines servicing the property have been abandoned and we have deferred service in this area to the Town of Wellington.

As always, please let me know if you have any additional questions.

Sincerely,

A handwritten signature in cursive script that reads 'Cort Nickel'.

Cort Nickel, P.E.
General Manager

Board of Trustees Meeting

Date: December 8, 2020
Submitted By: Dave Myer, Engineer
Wastewater Treatment Plant Expansion: Engineering Design and Project Delivery
Subject:

- **Staff presentation: Dave Myer, Engineer II**

EXECUTIVE SUMMARY

The need to expand Wellington's Wastewater Treatment Plant (WWTP) was discussed at previous Town Board meetings. The expansion needs are primarily capacity-driven. The incoming biological loads to the current plant have been exceeding its treatment design capacity, and the hydraulic loads have been peaking over 80 percent. The State mandates we must be in design now for the expansion. This agenda action item is to request Board approval for execution of a contract with Jacobs for engineering design and construction services for the expansion to Wellington's WWTP. Town staff is also seeking the Board's endorsement to employ a Construction Manager at Risk (CMAR) project delivery method.

BACKGROUND / DISCUSSION

Given the current WWTP's capacity shortcomings and as recommended in the WWTP Master Plan prepared by Jacobs Engineering Group (Jacobs), the existing plant must be expanded. The expanded plant would maintain a conventional activated sludge treatment process and would double the existing capacities to serve a town population of about 25,000 through 2033. Facilities to be added include new buildings (Headworks, Ultraviolet (UV) Disinfection, RAS/WAS, Administration), new secondary clarifiers, new aeration facilities, and expansions to the existing aerobic digester and drying beds. Other improvements include launder covers for the secondary clarifiers, access road paving, and landscaping and irrigation (using the plant's non-pot water system). The main treatment system of the existing plant would remain in service while new facilities are being constructed.

A preliminary layout of proposed improvements extracted from the draft master plan is presented in Figure 1 (attached). The plant's existing facilities are highlighted in purple. The items highlighted in teal represent the facilities expected to be added for this expansion. Facilities for future expansions are highlighted in grey and red.

Town staff conducted a qualifications phase to select a design engineer for the expansion. A Request for Qualifications (RFQ) was advertised on Wellington's webpage. Two firms submitted a Statement of Qualifications (SOQ): Jacobs, and RG & Associates. Using evaluation criteria outlined in the RFQ (team and firm qualifications, project approach, firm and team location, etc.) staff unanimously selected Jacobs as the more qualified firm and then requested Jacobs to submit a proposal for design fees and construction services. The first draft of Jacobs' proposal was received on November 23. After conversations with Town staff and negotiations to the scope and fees, the final Jacobs proposal was received on December 3. The negotiated scope of services embodies the following tasks that comprise a total negotiated fee of \$4,937,424.00:

1. Design Phase Project Management
2. CDPHE and SRF Coordination
3. 30% Schematic Design



4. 60% Design Plans and Specifications
5. 90% and 100% Design Plans and Specifications
6. Services During Construction

Town staff recommends accepting the Jacobs' proposal. The total cost represents design fees of \$2,883,500, roughly 8.5 percent of the estimated construction cost (\$34M) and construction management services of \$2,053,924, about 6.0 percent of the estimated construction cost. These percentages are consistent with industry standards for a project of this magnitude. The Jacobs' staff has indicated availability throughout the design and construction schedule and have demonstrated themselves reliable and members of a top design team with considerable experience in wastewater treatment processes and plant design.

The project's schedule as outlined in Jacobs' proposal targets construction completion in January 2024. This will bring the WWTP online prior to the scheduled commissioning of Wellington's water treatment plant expansion in Spring 2024. This schedule also facilitates all the regulatory and financial precursors being completed, submitted, and reviewed by the State prior to an SRF loan application submittal in January 2022. Pending Board approval, a design kickoff meeting is anticipated to take place prior to Christmas 2020. A contract draft with Jacobs' scope and fees is attached.

Notice to Proceed: December 11, 2020
Design Kickoff Meeting: December 17, 2020
30 Percent Design: April 30, 2021
60 Percent Design: August 20, 2021
90 Percent Design: December 3, 2021
100 Percent Design: January 28, 2022
Final Expansion Construction: January 15, 2024

For the project delivery method, staff selected Construction Manager at Risk (CMAR) as the preferred option. The CMAR is a delivery method which involves a commitment by the Contractor to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The more traditional Design-Bid-Build as well as the Design-Build methods were also considered but were thought to be riskier particularly with respect to Contractor bidding, possible uncertainties in final construction costs and potential change orders during construction.

Staff advertised a Request for Proposals (RFP) for a CMAR Contractor on November 20 with a proposal deadline of December 23, 2020. Site visits and discussions are now being held. Staff will review the CMAR proposals and most likely conduct interviews to select the best Contractor. The CMAR has the Contractor coming onboard in February 2021 as the design nears the 30 percent level. The RFP for the CMAR is attached.

Financial/Sustainability Considerations

Funding for this project is included the budget "WWTP Expansion Design" (GL No. 211-80-4061) with concurrence from the Town's Finance Department.

STAFF RECOMMENDATION

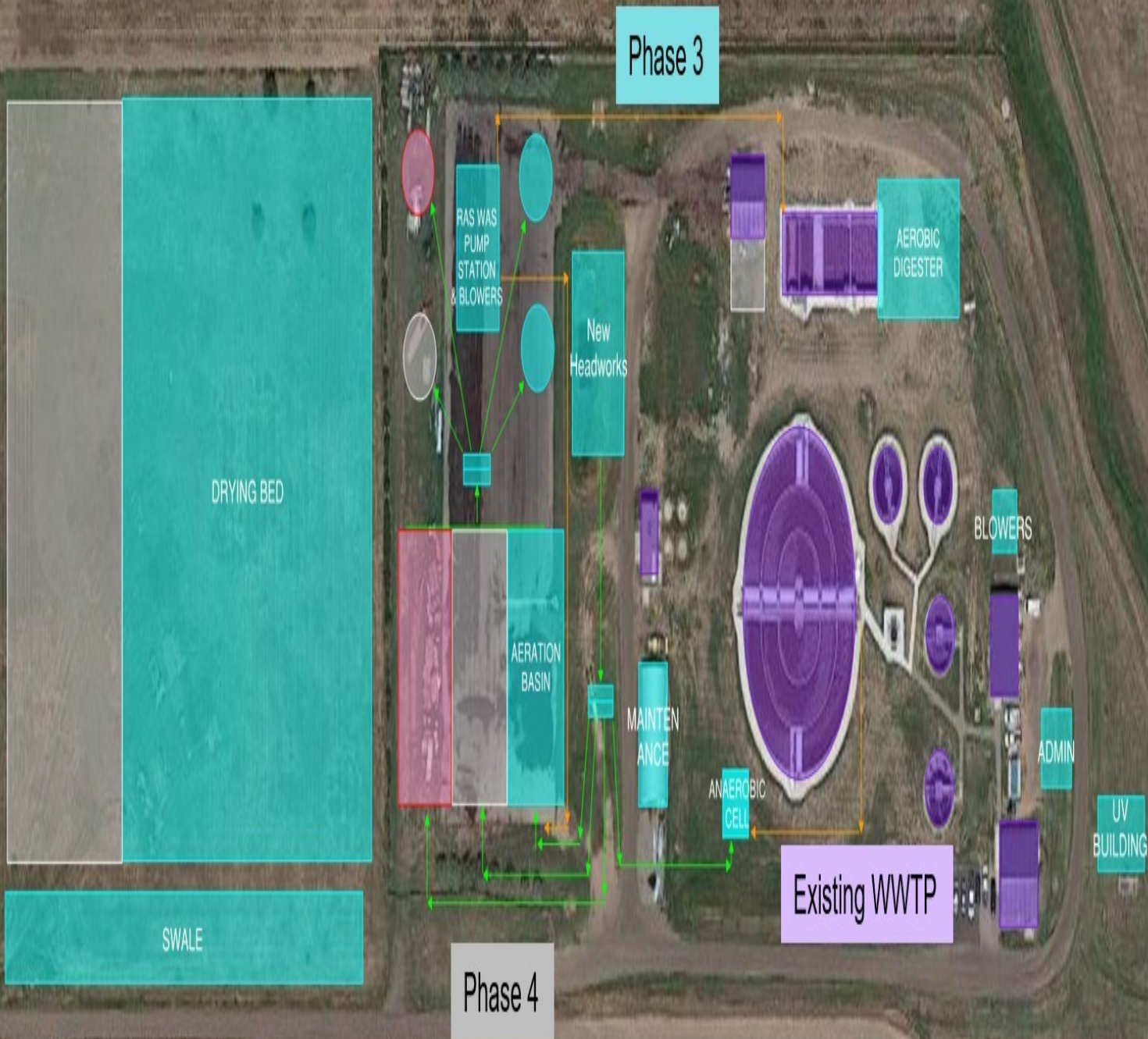
Authorize execution of contract with Jacobs Engineering Group in the not to exceed amount of \$4,937,424.00 on a time and material basis for engineering design and construction services on the Wastewater Treatment Plant Expansion.



Employ the CMAR project delivery method and continue the selection process for a qualified Contractor.

ATTACHMENTS

1. Figure 1 Site Layout of Expansion
2. Wellington WWTP Design and Construction Services Contract DRAFT
3. Wellington WWTP Expansion CMAR RFP





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

WELLINGTON WASTEWATER TREATMENT PLANT EXPANSION ENGINEERING DESIGN AND CONSTRUCTION SERVICES

CONSULTANT CONTRACT FOR SERVICES, GL No. 211-80-4061

Parties: The parties to this Contract are the Town of Wellington, 3735 Cleveland Avenue, Wellington, Colorado 80549 (Town) and Jacobs Engineering Group Inc., 200 East 7th Street, Loveland, Colorado, 80537 (Consultant).

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

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2025. All services shall be completed during this term.

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

Responsibilities of the Consultant:

Scope of Services: The scope of services shall be as defined within the Consultant's proposal and any further stipulation of the terms specified in Attachment A.

The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner. The standard of care for the Consultant under this Contract will be the care and skill ordinarily used by members of the Consultant's profession providing similar services for projects of similar size, location, scope, and complexity to this project.

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

Records Administration: The Consultant shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this Contract. The Consultant shall be responsible and responsive to the Town in its requests and requirements related to the scope of this Contract. The Consultant shall select and analyze all data in a systematic and meaningful manner to contribute directly in meeting the objectives of the project and shall present this information clearly and concisely in a professional and workmanlike manner.

Subcontracts:

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

(ii) Billing for Subcontracts: Billings for subcontractor services shall include any mark up as set forth in Attachment A. Subcontract costs shall be documented by attaching subcontractor billings to the Consultant's billing submittals.

Responsibilities of the Town:

Data to be Furnished: Information, data, drawings, reports, maps, as are available to the Town and necessary for the carrying out of the scope of services shall be furnished to the Consultant without charge, prior to the Consultant beginning work or on request and the Town shall cooperate with the Consultant in the carrying out of the project.

Report Reviews and Criteria: The Town shall examine all studies, reports, sketches, drawings, opinions of costs, and other documents presented by the Consultant and shall render the Town's decisions pertaining thereto in a timeframe as defined in this Contract or as agreed to by the Parties. The Town shall provide all criteria and full information regarding its requirements for the project.

General Provisions:

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

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

Audit and Access to Records: The Town shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall, upon receiving reasonable written notice from the Town, make available to the Town and its independent

auditor or accountant, all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract.

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

Colorado Governmental Immunity: The Town is entitled assert rights under the Colorado Governmental Immunity Act, C.R.S. Title 24, Article 10 and waives no rights that it may have thereunder.

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

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

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

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

the courts of the State of Colorado. Venue shall be Larimer County, Colorado.

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

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

Entirety of Contract: This Contract, consisting of sixty-one (61) pages, inclusive of Attachment A, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

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

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

Independent Contractor: The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Town for any purpose and as such, have no authorization, express or implied

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

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

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

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

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

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

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

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

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

private workers' compensation insurance approved by the Colorado Department of Labor and Employment as statutorily required.

Insurance Requirements:

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

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

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

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

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

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

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

Limitation of Liability: Excluding the Consultant's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Consultant arising out of the performance or breach of this Contract shall not exceed \$10,000,000 under this Contract. Notwithstanding any other provision of this Contract, the Consultant shall have no liability to the Town for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the Consultant, its employees, or subconsultants.

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

Ownership of Documents and Information: The Town owns all documents, data compilations, reports, computer programs, photographs, drawings, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services for any reason and payment to Consultant, the Consultant agrees to return all such original and derivative information and documents to the Town in a useable format. Any use or reuse other than for the purposes set forth herein shall be at the Town's sole risk and liability.

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

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

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

Termination of Contract: This Contract may be terminated with cause by either party in advance of the specified termination date upon written notice being provided by the other party. Unless the Town determines a default is not remediable, there have been prior violations with notice, or a default is determined to be detrimental to public safety, the party in violation will be given thirty (30) working days after notification to correct and cease the violations after which the Contract may be terminated for cause. This Contract may be terminated without cause in advance of a specified expiration date by either party upon thirty (30) days prior written notice being given by the other party.

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

- (i) As of the date of this Contract:
 - (a) Consultant does not knowingly employ or contract with an illegal alien; and
 - (b) Consultant has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.
- (ii) Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.
- (iii) Consultant shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every

three (3) calendar months thereafter, until Consultant is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

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

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

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

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

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

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

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

Project Requirements:

Final Deliverables and Stamping: The Consultant shall use the Contract Scope of Services as the outline for draft and final reports or technical memoranda so that Consultant compliance with Contract provisions can be verified. If the final report or technical memoranda contain information of an engineering nature, the cover of the final report, memoranda, all plates, and any executive summary must be stamped and signed by a Professional Engineer licensed in the State of Colorado.

In addition to the paper submittal, the Consultant shall provide the final documents and related materials in a digital format. This digital report shall be contained on CD(s), USB drive(s), or other media as approved by the Town and shall be in Adobe Acrobat (PDF) format.

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

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

Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board, The Town agrees to pay the Consultant an amount based on the approved hourly rates and reimbursable expenses for the duration of this Contract for the services described in Attachment A. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel. Payment under this Contract shall be on a time and materials basis and shall not exceed four million nine hundred thirty-seven thousand four hundred twenty-four dollars and no cents (\$4,937,424.00).

Project Budget: The anticipated project budget for the task(s) included in Attachment A is as stated below. The amounts shown for each task are not to be exceeded unless authorized by the Town.

<u>Task</u>	<u>Estimated Cost</u>
Task 1 Design Phase Project Management.....	\$ 202,359.00
Task 2 CDPHE and SRF Coordination	\$ 147,833.00
Task 3 30% Schematic Design.....	\$ 579,085.00
Task 4 60% Design Plans and Specifications.....	\$ 825,259.00
Task 5 90% and 100% Design Plans and Specifications.....	\$1,128,964.00
Task 6 Services During Construction	<u>\$2,053,924.00</u>
Total Project Cost	\$4,937,424.00

Billing Statements: Billing statements shall be submitted no more often than monthly, on or before the 10th calendar day of each billing month, for activities and costs accrued since the last billing report and shall be made on forms approved by the Town. Each billing statement must include written justification of the cost items contained in the billing statement by task, including names, hours, etc. as requested by the Town. Billing statements shall be transmitted electronically to the Town's project manager: Dave Myer, myerdk@wellingtoncolorado.gov.

Monthly Progress Reports: The Consultant shall submit a brief monthly progress report outlining the project status, progress, and activities within the billing period, regardless of whether a billing statement is submitted, on or before the 10th calendar day of each month. The monthly progress report may be used as the justification for the billing statement if all cost items covered in the billing statement are addressed in the progress report. Monthly progress reports shall be transmitted electronically to the Town's project manager: Dave Myer, myerdk@wellingtoncolorado.gov.

Payment Procedures: Subject to appropriation, the Town shall pay the Consultant upon receipt of billing reports as the services are performed for the task(s) outlined in Attachment A. The Town will initiate the payment process upon the receipt of a verified statement of services, and payment shall be made within thirty (30) days following receipt of billing.

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

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

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

Signatures:

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

TOWN OF WELLINGTON

Signature

Date

Printed Name

Title

Primary Contact Printed Name

Contact Info. (email, phone, etc.)

Witness Signature (if required)

Date

Printed Name

Title**JACOBS ENGINEERING GROUP INC.**

Signature

Date

Printed Name

Title

Primary Contact Printed Name

Contact Info. (email, phone, etc.)

Witness Signature (if required)

Date

Printed Name

Title

Scope of Services:

The Town accepts the scope of services and fees as defined within the Consultant's proposal attached to this Contract with the exception and further stipulation of the following terms:

1. None.

DRAFT
Not for signing

Town of Wellington Wastewater Treatment Plant Improvements

Scope of Services

Jacobs Engineering Group Inc. (CONSULTANT) agrees to furnish the Town of Wellington (TOWN) engineering design and construction-phase services for the TOWN's Wastewater Treatment Plant (WWTP) Improvements Project (Project) based on the following task descriptions. The CONSULTANT's estimate of engineering costs for the Project are based on the following descriptions.

This Scope of Services is for Design Engineering and Construction Support Services for the Wellington WWTP. The Project design work will be carried out using a phased design delivery approach to provide a logical and progressive completion of the design work. The 30-percent Schematic Design (SD) will include confirmation of the design concepts for facilities identified in the July 2020 draft of the Wastewater Treatment Master Plan (authored by CONSULTANT). The 30-percent (SD), 60-percent Design Development (DD), 90-percent Design Contractor Guaranteed Maximum Price (GMP) Contract Documents, and 100-percent Final Construction Documents phases, as described herein will be carried out sequentially. Each phase of design will include a specific list of work products and deliverables, which are identified in the individual sections. Design review workshops will be conducted with key members of the TOWN's Project Team, including the Construction Manager at Risk (CMAR) Contractor (Contractor), key individuals from the CONSULTANT's project team, and others as requested by the TOWN.

The TOWN has designated Mr. David Myer, Engineer II, as TOWN Project Manager and will be the primary point of contact with respect to the work performed under this agreement, with authority to transmit instructions, receive information, interpret and define TOWN policies and decisions relative to elements pertinent to the work covered by this Agreement.

In preparing this scope of work and associated fee, we have assumed economies of scale with the use of CONSULTANT's tools, procedures, document control platform, and some similar staff members to the water treatment plant project.

Project Purpose and Background

The purpose of this Project is to perform design and engineering services during construction that support expansion of the WWTP to a maximum month average daily flow rate of 1.75 million gallons per day (mgd) with a single construction package. The following tasks are included in this scope, along with a detailed list of the WWTP components that will be addressed in the Project:

1. Design Phase Project Management
2. Colorado Department of Public Health and Environment (CDPHE) and State Revolving Funds (SRF) Coordination

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3. 30-percent Schematic Design
4. 60-percent Design Plans and Specifications
5. 90-percent and 100-percent Design Plans and Specifications
6. Services During Construction

The following is a list of the anticipated significant WWTP components that are to be designed or renovated as part of the Project:

- 1) New Headworks Building
 - a) Space for current project equipment needs and next anticipated plant expansion
 - b) Headworks to serve both new facilities and existing facilities
 - c) Influent screening
 - d) Grit removal
 - e) Influent flow measurement and automatic composite sampling
 - f) Influent pumping to aeration process(es).
 - g) Electrical Room
- 2) New Aeration Basin Splitter Box
 - a) Flow split structure for new and existing aeration facilities
- 3) New Step Feed Aeration Basin
 - a) Two passes with alternating anoxic and aerobic conditions
- 4) New Secondary Clarifier Splitter Box
 - a) Flow split structure for two new and two future secondary clarifiers
- 5) New Secondary Clarifiers 5 and 6
 - a) Two 50-foot diameter tanks
 - b) Clarifiers to serve new aeration basin
- 6) New Return Activated Sludge (RAS)/Waste Activated Sludge (WAS)/Blower Building
 - a) Space for current project equipment needs and next anticipated plant expansion
 - b) Step Feed Aeration Blowers
 - c) RAS Pumps
 - d) Sodium Hypochlorite (NaOCl) storage and feed system
 - e) WAS Pumps
 - f) Scum Pumps
 - g) Electrical Room
- 7) New Ultraviolet (UV) Disinfection Building
 - a) Space for current project equipment needs and next anticipated plant expansion
 - b) Vertical UV system to serve both new facilities and existing facilities

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- c) Non-potable water pump station
- 8) New Office Building
 - a) Approximately 1,000 square feet of office and conference room space
 - b) Fire sprinkler system if required by code review
- 9) New Aerobic Digesters
 - a) Two covered concrete digester cells
 - b) 600,000 gallons of storage capacity
- 10) New Digester Blower Building
 - a) Space for current project equipment needs and next anticipated plant expansion
 - b) Digester Blowers
 - c) Electrical Room
- 11) New Orbal Anaerobic Reactor
 - a) Anaerobic reactor for use with existing Orbal Aeration Basin for biological phosphorus removal
- 12) Launder Covers for Existing Secondary Clarifiers 1 through 4
 - a) Fiberglass covers for existing clarifier launders
- 13) Existing Administration Building Improvements
 - a) Renovation of existing UV Disinfection Room for repurposing space into offices and/or conference room
 - b) Heating, Ventilating, and Air Conditioning (HVAC) improvements to UV Disinfection Room
- 14) Existing RAS/WAS/Blower Building Process Piping Improvements
 - a) Piping reconfiguration of selected Lower Level process piping for better operational access.
- 15) Existing Aerobic Digester Process Piping and Instrumentation Improvements and Concrete Covers
 - a) Piping reconfiguration of selected process piping and freeze protection
 - b) Replacement of selected instrumentation
 - c) Concrete covers to better retain heat
- 16) Existing Dewatering Building Improvements
 - a) Centrifuge
 - b) Centrifuge Feed Pump
 - c) Sludge Conveyor
 - d) Fire alarm system if required by code review
- 17) Existing Maintenance Building Improvements
 - a) Improved electrical service
 - b) Improved HVAC

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- c) Fire sprinkler system if required by code review

18) Existing Headworks Building Selective Demolition

- a) Selective demolition of equipment and electrical

19) Site Features

- a) Asphalt surface to access roads and parking area on WWTP site
- b) New standby diesel generator
- c) New Sludge Drying Bed
- d) Landscaping and non-potable irrigation system
- e) Basin dewatering piping for new aeration basin and secondary clarifiers

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Not for signing

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CONSULTANT will provide design and construction-phase services as defined in the specific Task descriptions below.

Task 1—Design Phase Project Management

The purpose of this task is to manage, coordinate and lead the CONSULTANT Team's activities and perform administration of the Wellington WWTP Expansion and Improvements Project design services. The CONSULTANT will perform the following subtasks as part of this Task.

Sub Task 1.1 – Project Management, Project Execution Plan, Quality Management Plan

The CONSULTANT's project manager shall prepare, implement, monitor, and update the Project Execution Plan throughout the project. The Project Execution Plan will be prepared to guide the direction of the Project Team. It will include descriptions of the roles and responsibilities of team members, communications plan, cost and schedule control procedures, document control, change management and other project management requirements. This plan will also define the CAD software standards, graphic standards, file naming conventions and standards and other graphic standards. In addition, the plan will include a Quality Management Plan and a Project Health and Safety Plan to apply to CONSULTANT's employees working on the Project.

CONSULTANT will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. CONSULTANT will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. CONSULTANT will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CONSULTANT staff, or staff of CONSULTANT's subcontractors, or TOWN staff to unsafe conditions.

This task includes the activities associated with administration of the Contract and coordination with the TOWN.

Sub Task 1.2 - Progress Reporting and Invoicing

CONSULTANT's project manager will prepare and submit to the TOWN's project manager, on a monthly basis, a brief cost and schedule status report. The report shall include a narrative description of progress to-date, actual costs for each Task, estimates of percent complete, and potential cost variances.

This task also includes preparation of monthly invoices.

Task Deliverable(s)

1. Monthly Progress Reports and Invoices

Sub Task 1.3 – Quality Control Review, Coordination and Response

The CONSULTANT will provide management of the Quality Assurance/Quality Control (QA/QC) aspects of the Project. An internal Project Quality Manager (PQM) will be identified and will provide oversight of the QA/QC staff, scheduling of technical reviews at appropriate intervals and documenting and adjudicating review comments from the TOWN. The Project Quality Plan will be prepared as part of the Project Execution Plan.

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Task Deliverable(s)

1. QA/QC Documentation

Sub Task 1.4 – Project Schedule

CONSULTANT will develop an initial master design schedule in a Program Evaluation Review Technique (PERT) critical path format that includes major design activities, including: design, internal coordination, TOWN and CDPHE reviews, and major deliverable distribution for each project phase. CMAR Contractor will be responsible for development of the construction schedule. CONSULTANT will provide design schedule updates at each design deliverable phase (4 updates anticipated).

Task Deliverable(s)

1. Project Schedule Updates

Task 2—CDPHE and SRF Coordination

Sub Task 2.1—Prepare Submittal for Colorado Department of Public Health and Environment (CDPHE) Site Location Approval (Site Application) and Assist with CDPHE Review Process

The CONSULTANT will assist the TOWN in the document preparation, document submittal, and CDPHE approval process for the site application per CDPHE Regulation No. 22 – Site Location and Design Regulations for Domestic Wastewater Treatment Works (revised June 14, 2020).

The CONSULTANT will complete the following documents for the CONSULTANT to submit to CDPHE:

- Engineering Report
- Site Application Form

After receipt of comments from CDPHE, the CONSULTANT will meet with the appropriate TOWN staff to discuss comments. It is assumed that CDPHE will provide reviews and comments in a timely fashion consistent with the Project Schedule.

If CDPHE returns comments that require significant changes in the design, the TOWN and the CONSULTANT will meet to discuss the impact on the design to address the CDPHE comments. The TOWN and CONSULTANT will confirm the impact to the scope, fee, and schedule presented herein for the final design. The scope, fee, and schedule will be adjusted if necessary, to agree with the CDPHE requirements.

Task Meeting(s)

1. Initial coordination meeting (CONSULTANT project manager and process lead to attend)
2. Review comment coordination meeting (CONSULTANT project manager and process lead to attend)

Task Deliverable(s)

1. Coordination meeting summaries
2. Draft and Final Engineering Report

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3. Draft and Final Site Application Form

Sub Task 2.2—Prepare CDPHE Process Design Report (PDR) and Design Approval and Assist with CDPHE Review Process

The CONSULTANT will assist the TOWN in the document preparation, document submittal, and CDPHE approval process for the PDR per CDPHE Policy No. WPC-DR-1 State of Colorado Design Criteria for Domestic Wastewater Treatment Works, revised September 15, 2012. The proposed improvements will be designed to comply with the adopted design criteria published by CDPHE. Variances, if necessary, will be requested in the PDR.

The CONSULTANT will complete the following documents for the TOWN to submit to CDPHE:

- Process Design Report
- 60% set of Drawings
- Request Letter for Self-certification
- Final Design Submittal—Plans and Specifications

After receipt of comments from CDPHE, the CONSULTANT will meet with the appropriate TOWN staff to discuss comments. It is assumed that CDPHE will provide reviews and comments in a timely fashion consistent with the Project Schedule.

If CDPHE returns comments that require significant changes in the design, the TOWN and the CONSULTANT will meet to discuss the impact on the design to address the CDPHE comments. The TOWN and CONSULTANT will confirm the impact to the scope, fee, and schedule presented herein for the final design. The scope, fee, and schedule will be adjusted if necessary, to agree with the CDPHE requirements.

Task Meeting(s)

1. Initial coordination meeting (CONSULTANT project manager and process lead to attend)
2. Review comment coordination meeting (CONSULTANT project manager and process lead to attend)

Task Deliverable(s)

1. Coordination meeting summaries
2. Draft CDPHE Variance Letter (if applicable)
3. Draft and Final Process Design Report
4. Request Letter for Self-certification

Sub Task 2.3-Project Needs Assessment (PNA)

The CONSULTANT will assist the TOWN in the submission of the PNA form which is required by CDPHE as part of the State Revolving Fund (SRF) loan application process. It is assumed that TOWN financial information such as cash flow projections, user fees and rates will be provided to the CONSULTANT by the TOWN. It is also assumed that any separate financial reports and information requested by CDPHE or the Colorado Water Resources and Power Development Authority (WAPA) as part of the SRF loan process will be produced and provided by the TOWN.

Sub Task 2.4—Environmental Assessment

The SRF loan application process requires an Environmental Assessment (EA) be performed. One CONSULTANT environmental specialist will visit the site to take photos, make observations, and record existing conditions that will affect the environmental analysis. The CONSULTANT will collect data and perform preliminary analysis of data necessary to complete the CDPHE environmental checklist and facilitate the National Environmental Policy Act (NEPA) process. The CONSULTANT will prepare agency scoping letters on behalf of the TOWN. Further investigations and acquisition of additional alternative-specific data may be necessary for the evaluation of the alternative(s) carried forward into the environmental assessment. It is assumed that no resource-specific field surveys or technical reports are necessary to adequately describe the affected environment.

The following resources will be reviewed as part of the environmental assessment for existing conditions and project impact analysis (direct, secondary, and cumulative effects) including mitigation:

- Water Quality
- Agricultural Lands
- Floodplains
- Wildlife
- Wetlands and Waters of the U.S.
- Federally Listed Species
- State listed species
- Migratory Birds and Raptors
- Historic and Archeological Resources per the Colorado State Historic Preservation Office (SHPO) which administers the national historic preservation program
- Land Use and Population
- Social and Economic Justice
- Air Quality
- Amphibians and Reptiles
- Aquatic Resources
- Mitigation Commitments

Task Meeting(s)

The following meetings with the TOWN will be held to support this sub task. Up to three CONSULTANT staff members will attend each meeting.

1. 2-hour sub task kickoff to review scope and schedule.
2. 1-hour progress meeting.

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3. 2-hour review workshop to review the draft EA.
4. 1-hour review meeting to discuss CDPHE comments on the draft EA.

Task Deliverable(s)

1. Agency scoping letters as described in this task.
2. Draft and Final EA to document the above findings.

Task 3 — 30% Schematic Design (SD) Submittal

It is anticipated that in completing the SD phase, the CONSULTANT team will advance the overall Wellington WWTP design to the approximate 30 percent level of design completion, as noted previously.

To address the SD requirements, the CONSULTANT team's work effort will include the following services:

- Treatment Process Design
- Building Systems Design
- Electrical Engineering
- Mechanical Engineering
- HVAC Engineering
- Structural Engineering
- Site Civil Engineering and Yard Piping
- Architecture
- Lighting Design
- Communications and Networking Systems
- Standby Power Generation Systems Engineering

As part of the engineering discipline services, the applicable building codes adopted by the TOWN will be defined. It is anticipated that the following codes will be used:

- The International Building Code, 2018 Edition
- The International Plumbing Code, 2018 Edition
- The International Mechanical Code, 2018 Edition
- The International Fuel Gas Code, 2018 Edition
- The International Fire Code, 2018 Edition
- The International Energy Conservation Code, 2018 Edition

Early in the SD phase the TOWN will confirm whether there are any changes to the codes that shall be used in the design of the project. The TOWN will facilitate meeting with Building officials to confirm building codes, expectations for the authority having jurisdiction during design to streamline review process, and identify key concerns in a proactive manner. It is assumed that the TOWN's Building Department will issue the building permit and not Larimer County and that the Larimer County Planning Department review process will not be required by the TOWN.

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Sub Task 3.1 - Project Team Kick-off Meeting

A kick-off workshop shall be conducted with TOWN staff to confirm the project scope, engage in preliminary technical discussions, and discuss project schedule. CONSULTANT's project manager, design manager and up to 3 additional staff will attend.

Task Meeting(s)

1. Kick-off Meeting Workshop

Task Deliverable(s)

1. The CONSULTANT shall prepare a workshop agenda and summary and deliver one electronic copy of each to the TOWN.

Sub Task 3.2 – Design Workshops and Progress Meetings

CONSULTANT will schedule and conduct design workshops and meetings with the TOWN and Contractor during the design phase. The workshops will include a review of current design progress (including model reviews) and upcoming tasks as well as a review of the project schedule. The workshops will also be an opportunity to resolve outstanding issues and plan the project execution for the next month. CONSULTANT will provide an agenda and will prepare and distribute notes for each workshop along with action item and decision logs. Workshops will include the project manager and up to five additional staff with attendees joining remotely at the discretion of CONSULTANT.

CONSULTANT will also schedule and conduct progress meetings with the TOWN and Contractor during the design phase. These meetings will be scheduled in between the design workshops and will include a review of current and upcoming tasks, schedule, and outstanding issues. CONSULTANT will provide an agenda and will prepare and distribute meeting minutes for each meeting along with action item and decision logs. Meetings will include the project manager and generally up to two additional staff with attendees joining remotely at the discretion of CONSULTANT.

Task Meeting(s)

1. Monthly Design Workshops
2. Monthly Progress Meetings
3. Planned schedule is to have alternating workshops and meetings every two weeks during the design phase.

Task Deliverable(s)

1. Agenda and Meeting Summaries
2. Action Item and Decision Logs

Sub Task 3.3—Hydraulic Analysis of Existing WWTP and Proposed Improvements and Floodplain Review

As part of the Project, the CONSULTANT will perform a hydraulic analysis to consider the impacts of the new facilities at the projected peak flows from the Wastewater Treatment Master Plan. The hydraulic analysis will be described in a Technical Memorandum (TM) that will include a process flow schematic

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and preliminary hydraulic profile of the facilities and potential modifications required to accommodate the Project elements.

A floodplain review will be conducted for the WWTP site to determine the current status of the floodplain and impacts on the WWTP design. From an initial review, it appears that the Preliminary Flood Insurance Rate Map (FIRM) being developed by the Colorado Water Conservation Board's (CWCB) Colorado Hazard Mapping Program (CHAMP) indicates that the WWTP site inside the plant access ring road will be outside of the 100-year floodplain, pending any appeals and final approvals. It is assumed that a no-rise certification can be approved by the local floodplain administrator by using the CWCB CHAMP Preliminary FIRM model. A Letter of Map Revision (LOMR), if required, can be performed outside of this contract after construction. It is assumed that no flood proofing of existing buildings or structures will be required.

Preliminary drawings that will be included in the TM are as follows:

- Process Flow Schematic – 1 drawing
- Hydraulic Profile – 1 drawing
- Floodplain Map – 1 drawing

Task Deliverable(s)

1. Draft Hydraulic Analysis TM
2. Draft TM Review Meeting Summary
3. Final Hydraulic Analysis TM

Sub Task 3.4 - Process/Facility Preliminary Design

The CONSULTANT will prepare a Process/Facility Preliminary Design TM that describes each of the WWTP improvements. The Process/Facility Preliminary Design TM will include the following information for each design element:

- Process/facility functional description including recommended design approach.
- Process/facility design criteria table including fundamental basis for process/facility sizing and dimensioning of the recommended improvements.
- Major equipment list including recommended equipment type and/or manufacturers.
- Schematic plans of the facilities.

The following Process/Facility Preliminary Design elements will be combined into a single TM:

1. New Headworks Building
2. New Aeration Basin Splitter Box
3. New Step Feed Aeration Basin
4. New Secondary Clarifier Splitter Box
5. New Secondary Clarifiers 5 and 6
6. New Return Activated Sludge (RAS)/Waste Activated Sludge (WAS)/Blower Building
7. New Ultraviolet (UV) Disinfection Building
8. New Office Building

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9. New Aerobic Digesters
10. New Digester Blower Building
11. New Orbal Anaerobic Reactor
12. Launder Covers for Existing Secondary Clarifiers 1 through 4
13. Existing Administration Building Improvements
14. Existing RAS/WAS/Blower Building Process Piping Improvements
15. Existing Aerobic Digester Process Piping and Instrumentation Improvements and Covers
16. Existing Dewatering Building Improvements
17. Existing Maintenance Building Improvements

CONSULTANT will prepare a draft building numbering approach for TOWN review and acceptance. CONSULTANT to utilize existing numbering scheme for existing facilities and coordinate with TOWN.

Task Deliverable(s)

1. Draft version of Process/Facility Preliminary Design TM
2. Final version of Process/Facility Preliminary Design TM

Sub Task 3.5 – Process TM Review Workshop

Comments on the draft Process/Facility TM will be received at a Process/Facility TM Review Workshop. The CONSULTANT will provide the TOWN the TM one week prior to the review workshop. The CONSULTANT's Project Manager and up to four other staff members shall attend. At the meeting, input on the design concepts will be discussed with TOWN's personnel and with the Contractor. Following the workshop, meeting minutes and responses to comments will be prepared and submitted to the TOWN to address comments and to document decisions reached. The responses to comments will be incorporated in the TMs.

Task Meeting(s)

1. 4-hour specific workshop meeting

Task Deliverable(s)

1. Agenda and Meeting Summary

Sub Task 3.6—Other Engineering Discipline Schematic Design Elements

After completion of the Process/Facility Preliminary Design TM, the CONSULTANT will prepare Engineering Discipline Schematic Design Technical Memoranda that include final design criteria and written descriptions of the multi-disciplinary engineering support required to implement the core process/facility design improvements. The following Engineering Discipline Preliminary Design Technical Memoranda will be prepared and reviewed in collaboration with the Contractor as necessary as part of this task:

1. Civil Site Schematic Design TM
2. Structural Schematic Design TM

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3. Architectural Schematic Design TM
4. Building Services Schematic Design TM
5. Corrosion Protection Schematic Design TM
6. Supervisory Control and Data Acquisition, Instrumentation and Control Schematic Design TM
7. Electrical Schematic Design TM
8. Process Mechanical Schematic Design TM

Task Deliverable(s)

1. Draft version of each Engineering Discipline Schematic Design TM
2. Final version of each Engineering Discipline Schematic Design TM

Sub Task 3.7 – Schematic Design Drawings

The purpose of this task is to advance the design concept of the treatment plant improvements developed in the Schematic Design Phase and use the data and recommendations developed to approximately a nominal 30-percent completion stage.

Supplemental products may include sketches, major equipment information and cut sheets, preliminary drawings, and process and instrument diagrams (P&IDs).

Schematic design work for civil and site development will include the following activities:

- Confirm adequacy of topographical and boundary mapping.
- Download survey data to create site-drawing files for design.
- Define civil design concept. Structures, road, and major site element horizontal locations are finalized.
- Define contractor staging, storage, access, and off-site access corridors.
- Prepare preliminary site grading drawings.
- Identify locations of underground utilities in project area. Potholing at yard piping tie-in locations will be identified by CONSULTANT and performed by potholing subcontractor to provide horizontal and vertical location data.
- Set final building and structure elevations.
- Finalize layout of road access to buildings and structures.
- Develop preliminary erosion control plan for project. Determine if erosion control ponds or erosion protection improvements are required; locate ponds on site plan drawings as required.

Schematic design work for yard piping will include the following activities:

- Develop preliminary yard piping layouts.
- Define interconnection points for yard piping and utilities.

Schematic design work for architectural will include the following activities:

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- Perform a code review of existing facilities that require retrofit/rehabilitation. Rehabilitation and code upgrading of existing facilities are not anticipated nor included in this Scope of Services with the following exceptions.
 - Fire alarm system for Existing Dewatering Building if required by authority having jurisdiction.
 - Fire sprinkler system for Existing Maintenance Building if required by authority having jurisdiction.
- Assign code classification to new buildings. Contact TOWN Building Department to review code classifications.
- Work with process engineers to compile list of chemicals and quantities to be used and stored on-site to provide sufficient storage between delivery intervals.

Schematic design for structural will include the following activities:

- Consult with lead process engineer on building/structure layout.
- Develop facility foundation and building concepts.

Schematic design for process will include the following:

- Confirm size/capacity of major pipelines and ancillary systems to support current design capacity and anticipated future capacity.
- Develop concepts and doses for chemical systems.
- Develop plans and sections of major processes.
- Prepare equipment list with sizing for major equipment.
- Develop preliminary layouts for piping and equipment arrangements.
- Calculate preliminary hydraulics of each piping system.

Schematic design for HVAC will include the following:

- Select type of ventilation system to be used in buildings.
- Select type of heating system to be used. Identify fuel source for heating buildings.
- Coordinate with the architectural discipline to establish design R-values for exterior walls.
- Perform a ventilation code review.

Schematic design for plumbing and fire protection will include the following:

- Coordinate with local fire marshal and architect to determine requirements for sprinklers and fire protection.

Schematic design work for the instrumentation and control systems will include the following activities:

- Coordinate with the process engineer(s) to prepare a PFD for each treatment process. Information to be included on each PFD includes at a minimum: process configuration, flow streams, valve locations (manual and powered), chemical additions points/types, process equipment location/type including packaged control panels and adjustable-speed drives, flow meters and other process control devices.

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- Develop conventions for equipment/instrument tag numbering, naming, and abbreviations with TOWN input.
- Work with process engineer to prepare written operational description of each major process to prepare preliminary P&IDs.
- Match existing overall control philosophy including local control approach, control system, level of automation, supervisory control.
- Develop preliminary input/output (I/O) count.
- Control system block diagram drawing.
- Develop network requirements.

Schematic design work for electrical will include the following:

- Prepare preliminary overall one-line diagram for proposed facilities.
- Prepare preliminary load calculations.
- Prepare preliminary site electrical plan.
- Size electrical rooms for motor control centers (MCCs).
- Coordinate with TOWN power utility to determine locations of power feeds, voltage, billing details (peak usage rates), and requirements for reduced voltage starters.
- Determine redundancy requirements for power supplies and power distribution.
- Establish preferred voltages for power distribution and utilization equipment.
- Coordinate with other disciplines (architectural, mechanical) to resolve code compliance issues specific to these disciplines. Develop preliminary schedule of hazardous and corrosive locations.

Task Deliverable(s)

1. 30% Schematic Design submittal package including 11-inch by 17-inch drawings in PDF format

Sub Task 3.8 – Geotechnical Allowance (\$17,000)

CONSULTANT will subcontract a Geotechnical Engineer to prepare geotechnical information to support the CONSULTANT's Design Engineering scope. The Geotechnical Subcontractor will gather geotechnical information as necessary for design of the Project. It is assumed that ten borings will be obtained in support of the geotechnical investigation. Geotechnical Subcontractor will call for utility locates prior to performing boring. Laboratory testing for engineering properties will be conducted as required to support the final design effort. A geotechnical data report will be prepared by the Geotechnical Subcontractor that includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, boring mapping, boring logs and laboratory test results. A copy of the geotechnical data report will be given to the TOWN and CMAR Contractor.

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect

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total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CONSULTANT.

The following work will be performed by the Geotechnical Subcontractor:

- Drilling ten borings:
 - Borings for the structures will be drilled to depths between 20 and 40 feet or to auger drill refusal.
 - Groundwater levels will be measured in the borings upon completion and several days after completion.
- Testing selected samples from borings as needed for analysis.
- The geotechnical data report will summarize the results of the field and laboratory work proposed above, including the following:
 - Site geology and geologic hazards
 - A general description of the structure sites.
 - A location map showing the boring locations related to the location of the structures.
 - Detailed individual logs of the borings with surveyed location coordinates, descriptions of the soils/bedrock, ground water levels measured in the borings and laboratory test results.
- The geotechnical design report will be prepared by the Geotechnical Subcontractor and will include Geotechnical discussions, conclusions and recommendations regarding:
 - Recommended foundation types and geotechnical criteria;
 - Recommendations for slab-on-grade floors and/or other floor systems depending upon the engineering properties of the soil;
 - Recommendations for seismic category and influence on proposed improvements;
 - Lateral load criteria for design of foundations and below grade walls, if needed;
 - Recommendations for compaction of engineered fill, foundation wall backfill, and utility trench backfill, as needed;
 - Excavation considerations including excavation difficulties, over excavation requirements, side slopes, slope bracing and temporary dewatering recommendations, if needed;
 - The acceptability of on-site natural soils and existing fill for reuse as engineered fill;
 - Groundwater effects on the proposed construction. A subsurface drain design, if needed, will be provided;
 - Soil resistivity (ohm-cm) and corrosivity to steel and concrete;
 - Need for special cement in concrete contacting foundation soils if the site soils/bedrock samples are high in water-soluble sulfates; and
 - Road surface pavement recommendations.

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Task Deliverables:

- The CONSULTANT will contract with a Geotechnical Subcontractor.
- The CONSULTANT will review the Geotechnical data and design reports by the Geotechnical Subcontractor.
- Draft and Final Geotechnical Data Report
- Draft and Final Geotechnical Design Report

Sub Task 3.9 – Site Survey Allowance (\$35,000)

CONSULTANT will perform design survey services for the project. A minimum of three project survey control points will be established within or adjacent to the survey limits in a location which is reasonably expected to not be disturbed by construction activities. Control, Planimetric and Topographic data will be relative to existing benchmarks and horizontal control monuments noted on topographic surveys by Northern Engineering and provided by the TOWN. This is to ensure all data sets are relative and can be used together.

Planimetric features to be surveyed include but are not limited to:

- a) Topographic Elevations
- b) Edge of hard surfaces (Pavement, Concrete)
- c) Roadway and side ditches
- d) Building Footprints with first floor elevation
- e) Tanks
- f) Fence lines and Gates
- g) Access roads
- h) Signage
- i) Overhead wires on poles, light poles
- j) Visible evidence of surface utility appurtenances
- k) Storm drainage structures complete with inverts, pipe sizes, pipe materials, and directions
- l) Sanitary Sewer manholes and structures with inverts, pipe sizes, pipe materials, and directions

The WWTP is currently located on a portion of a parcel of land owned by the TOWN (Parcel: 8810208903). The TOWN desires to expand their improvements at the facility and improve the roadway leading up to the facility. CONSULTANT will obtain a Title Commitment for the current parcel occupied by the facility, as shown in Figure A, to disclose current easements and other encumbrances of record. Plottable easements, encumbrances, rights-of-way, and facility parcel boundaries will be plotted by

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CONSULTANT in a CAD drawing and shown on a .pdf of the Topographic Survey. CONSULTANT will attempt to recover all property pins for the parcel. Any corners that have been destroyed will not be reset as part of this scope.

CONSULTANT will provide utility investigation services in accordance with American Society of Civil Engineers (ASCE) 38-02 standards. Services include utility research, designation, and surveying of existing overhead and subsurface utilities within the survey limits shown in Figure A. The goal is to achieve ASCE 38-02 Quality Level B on known subsurface utilities within the project corridor. Utilities not meeting Quality Level B will be identified, the reason that Quality Level B was not obtained will be noted and appropriate Quality Level assigned to the utility. Quality Level A will be obtained with test holes (i.e. Potholes) at utility crossings and conflicts determined to be necessary by the design team.

SUE Tasks include:

Utility Research: Utility map research will be performed within the survey limits using the local one-call facility for tier one, two, and three providers in the area. We will attempt to obtain maps from these providers and use them as general guidance during utility designation. Not all utility companies provide maps, therefore surface appurtenances of utilities within the area will also be used to inform the utility designation effort.

Utility Designation: Based on the maps and utility appurtenances, utilities within the survey limits will be designated on the ground using Radio-Frequency Electromagnetic Induction (RFEMI) equipment. Some utilities may not be inductive; therefore, not locatable and will not meet ASCE Quality Level B specifications. Known utilities not meeting quality Level B will be labeled with the appropriate ASCE Quality Level (C or D) and noted in the final CAD drawing in accordance with ASCE 38-02 standards.

Utility Survey: Utilities located as part of the Utility designation task will be surveyed using a combination of conventional and Global Navigation Satellite System (GNSS) survey methods. A Colorado Licensed Professional Land Surveyor (PLS) will oversee the collection of the utility designation marks to tie utility survey data to the project datum and coordinate system. Survey will include measure downs inside Storm and Sanitary Sewer Manholes within the project limits.

Utility Test Holes (i.e. Potholing): Test hole locations identified by the design team where proposed design features cross or come into conflict with existing subsurface utility features will be staked out in the field for use by the test hole contractor. CONSULTANT will oversee the test holes contractor in the field and survey the horizontal and vertical locations of the utilities found whereby satisfying the ASCE 38-02 requirements for a Quality Level A subsurface utility location. Data and information obtained from the test holes will be incorporated into the SUE sheets as part of the overall design plan set.

Typical Subsurface Utilities Include:

- Sewer Interceptors
- Electric
- Communication (Fiber Optic)
- Gas

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- Water
- Storm
- Sanitary

ASSUMPTIONS

- TOWN will provide digital CAD and DTM files of surveys performed by Northern Engineering for the boundary, control, access road, site, and flood plain.
- Flood plain survey by Northern Engineering is sufficient in both extents and resolution for flood modeling pertaining to the site improvements.
- Benchmarks noted and established by Northern Engineering are in place and undisturbed.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of information provided by utility owners.
- Title commitment will not contain more than 5 title exceptions pertaining to easements and requiring calculations by surveyor to determine impact to plant site.
- Subsurface lines may not be inductive; therefore, horizontal location will be considered as Quality Level D and noted as such in delivered drawings and files. In other words, location, size, and type will be approximated and based on schematic information.
- TOWN will provide any information pertaining to subsurface utilities on the site to Jacobs.
- No Right of Entry will be required.

COORDINATE SYSTEM AND DATUM (HORIZONTAL AND VERTICAL):

1. Horizontal – All data shall be reported in the Colorado State Plane Coordinate System North Zone and relative to North American Datum of 1983 (NAD83), current adjustment. If modified State Plane System is used by the CONSULTANT, CONSULTANT will provide modification parameters including point of scaling, combined scale factor, and coordinate truncation values.
2. Vertical - All data shall be reported on the North American Vertical Datum of 1988 (NAVD88), current adjustment.
3. CONSULTANT will research, recover, and confirm existing higher order horizontal and vertical control networks/monuments found on or near the site and include documentation for the monuments used as the basis of survey.
4. All coordinate values will be delivered in the units of measure adopted by the country, state, or municipality in which the work is being delivered.

ACCURACY:

1. Control
 - a. At a minimum, the horizontal control work shall comply with Second_Order Class II (1:20,000) or better, as outlined in the FGDC Geospatial Positioning Accuracy Standards,

Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management.

- b. At a minimum, the vertical Control work shall comply with Second_Order Class II (0.035Vm) or better, as outlined in the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C) and Facility Management.
 - c. In addition to the above ratio closure requirements the relative accuracy between the project control monuments (existing and/or newly established) shall be as good or better than the highest relative accuracy requirement for the "Other Features".
 - d. The use of Global Positioning Survey (GPS) is encouraged. However, prior to using GPS survey methods to establish on-site control, CONSULTANT will describe their planned method and provide the Jacobs Project Manager with their determination of the horizontal and vertical accuracy they can achieve based on their planned GPS methodology and baseline lengths and how they plan to document achievement of the attained accuracy.
 - e. If RTK GPS is used for establishing on-site horizontal control points, each point shall be checked with a significantly different satellite constellation. CONSULTANT will also perform and document direct conventional field measurement checks between the monuments established with GPS. Conventional survey control loops for QC checks shall achieve closures as stated above and as outlined in the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management.
 - f. If RTK GPS is used for establishing vertical control points, each point shall be checked with a significantly different satellite constellation. CONSULTANT will also perform and document direct differential level loop closure checks between the monuments established using GPS. Conventional survey control loops for the QC checks shall achieve closures as stated above and as outlined in the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management.
2. Other Features – The accuracy for all other surveys relative to the on-site control shall comply with FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management with relative accuracy tolerances (relative to the on-site control monuments) of +/-0.10-foot for the horizontal and where vertical is required +/-0.06-foot for the vertical.
 3. To reduce roundoff error in calculations the Jacobs will report all control monument point coordinates (X, Y, Z) to a minimum of three decimal places for X and Y, and two decimal places for Z. All other coordinates to a minimum of three decimal places.

STANDARDS AND DELIVERY FORMATS

1. CAD Standards: Delivered CAD format files shall be native CAD files generated directly from a current version of either the AutoCAD or MicroStation software packages.

MINIMUM FIELD SURVEY REQUIREMENTS:

Control:

1. If existing control is recovered, the accuracy, coordinate system, and datum (both horizontal and vertical) shall be confirmed by CONSULTANT. Confirmation is required for control

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information provided to the CONSULTANT by Northern Engineering.

2. If existing on-site horizontal control monuments are not recovered a minimum of three inter-visible pairs of control monuments (a minimum of three monuments in total) shall be set utilizing a semi-permanent marker (e.g. 30-inch, #5 re-bar or larger, or equivalent), set at ground level. Jacobs will perform and document direct conventional Total Station measurements and traverse closure checks between any monuments established using GPS.
3. If existing on-site vertical control monuments (benchmarks) are not recovered, at least three vertical control monuments shall be set utilizing an existing semi-permanent concrete headwall or foundation, or other concrete structure. If none are available, Jacobs will use the semi-permanent horizontal control monuments or establish other semi-permanent monuments (e.g. 30-inch, #5 re-bar or equivalent), set at ground level. CONSULTANT will also perform and document direct differential level loop closure checks between any monuments established using GPS.

DELIVERABLES

The following deliverables will be delivered for this scope of work:

1. 3D CAD file in MicroStation (.dgn) and surface (.dtm) model depicting planimetrics for site features, topographic elevations, and 1' contours.
2. PDF of Topographic Survey depicting survey control, planimetrics for site features, topographic elevations, and 1' contours, property lines, and easement lines with applicable notes, tables and PLS certification.
3. 3D CAD file in MicroStation (.dgn) depicting utilities recovered and appropriate ASCE Quality Levels with pertinent notes.
4. SUE Sheet to be incorporated into the overall design plan set.
5. Utility Matrix containing pertinent information pertaining to individual utility lines and owner contact information.
6. Title Commitment obtained by CONSULTANT.

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Figure A: Survey Limits

Sub Task 3.10 – Potholing Allowance (\$15,000)

CONSULTANT will procure the services of a potholing subcontractor to locate buried utilities that are determined to be critical points for design coordination of the improvements within the confines of the TOWN's property. Potholer shall be responsible for exposing and marking the depth and staking the location of utilities. CONSULTANT shall then collect this information in the field and add to the site survey mapping and SUE documentation. Ten (10) potholes are assumed. The magnitude of services required for potholing is anticipated to be limited to within the established allowance. In the event that additional buried utility verification is required, this will be accomplished by the TOWN's CMAR Contractor.

Task Deliverables:

- The CONSULTANT will establish a contract with a potholing subcontractor and administer that subcontract.

Sub Task 3.11– 30-percent Design and Basis of Design Workshop with TOWN

A workshop will be held with the TOWN's personnel to receive and discuss comments and to reach closure on design issues. Following the workshop, meeting minutes and responses to comments will be prepared and submitted. The responses to comments will be incorporated in the 60 percent design documents.

Task Meeting(s)

1. 30-percent Design and Basis of Design Review Workshop

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Task Deliverable(s)

1. Agenda and Meeting Summary
2. 30-percent Design Workshop Summary
3. Initial coordination meeting with Wellington Fire Protection District (CONSULTANT project manager and building mechanical lead to attend).

Task 4 – 60-percent design plans and specifications

The purpose of this task is to utilize the decisions that were made in the Schematic Design phase to finalize design development and to achieve a true “design freeze” at the conclusion of this phase. Structures, equipment, major plant piping, process, and site plan will be finalized during this phase to allow final detailing of the same in the following phase. Specific activities and work products from this phase are described in the following sub tasks.

Sub Task 4.1 – 60-percent Design Development Phase

Design development work for civil and site development will include the following activities:

- Refine preliminary site grading drawings.

Design development work for yard piping will include the following activities:

- Refine yard piping layouts.

Design development work for architectural will include the following activities:

- Coordinate with I&C and electrical disciplines to size and locate electrical rooms.
- Coordinate with the mechanical discipline to select the type of HVAC equipment, determine space requirements and routing for ductwork if required.
- Complete building and fire code analysis.

Design development for structural will include the following activities:

- Coordinate with geotechnical engineer to establish foundation design criteria for proposed facilities.
- Document structural design concept for each building and structure.
- Develop preliminary floor and foundation plans.

Design development for process will include the following:

- Confirm final equipment-sizing calculations.
- Coordinate with I&C on completion of P&IDs.
- Refine the hydraulics for major gravity and pressure process pipelines and hydraulic structures. Establish maximum and minimum water surface elevations for new facilities.
- Refine preliminary layouts for piping and equipment arrangements.
- Assemble catalog cuts for major process equipment. Complete equipment data sheets or equipment list on major equipment items.

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- Perform final ancillary equipment sizing and line sizing calculations.
- Perform final equipment selection (type, size, weight, arrangement).
- Select piping materials.

Design development for HVAC will include the following:

- Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials.
- Prepare HVAC equipment data sheets and cut sheets.
- Create ventilation concept drawing (louver locations, fan locations, type of equipment, air flows).
- Identify routing or right-of-way for major duct runs. Locate major air handling equipment.
- Prepare HVAC system block diagrams. Define HVAC system control philosophy.

Design development for plumbing and fire protection will include the following:

- Coordinate with civil engineer for potable water and fire water supply and distribution (if necessary), as well as plant drain system.

Design development work for the instrumentation and control systems will include the following activities:

- Prepare final CAD-based P&ID drawings including loop numbers and instrumentation.
- Prepare preliminary I/O count. Coordinate I/O rack room sizing with electrical and architectural disciplines.
- Coordinate with HVAC engineer regarding control system requirements.
- Update control system block diagram.

Design development work for electrical will include the following:

- Determine location of MCCs and equipment to be powered out of each MCC.
- Prepare preliminary one-line diagrams for proposed facilities. Coordinate with lead process engineers to size equipment motors.
- Prepare detailed electrical load calculations.
- Prepare a preliminary layout of the major electrical equipment located in each electrical room.
- Determine equipment requiring uninterruptible power supplies (UPS) and locations of UPS equipment. UPS required for Programmable Logic Controller (PLC) devices only.
- Coordinate with I&C discipline to determine space requirements and locations for control equipment.
- Locate major I/O termination panels, junction boxes, and control panels.
- Define and document the concepts for fire alarm systems (if necessary).
- Coordinate site electrical with civil and yard piping.
- Prepare preliminary site lighting layout.
- Define hazardous locations.

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The CONSULTANT will respond to inquiries from the Contractor to assist in the selected Contractor's development of a Guaranteed Maximum Price. Contractor will have provided input on the constructability of the plans and specifications and will be familiar with the documents prior to GMP development. The CONSULTANT has budgeted 40 hours of engineering assistance. Contractor is responsible for the Guaranteed Maximum Price and not the CONSULTANT.

CONSULTANT's master specifications (49 divisions), including Engineers Joint Contract Documents Committee (EJCDC) General Conditions, will be used as the basis for the specifications. The EJCDC Supplemental Conditions will be used with modifications to the articles per TOWN input.

Task Deliverable(s)

1. 60% Design Development submittal package including 11-inch by 17-inch drawings and technical specifications in PDF format

Sub Task 4.2 – 60-percent Design Internal QC Review/Constructability Review

CONSULTANT will provide review of the 60% complete contract documents from senior design engineers not working directly on the Project. CONSULTANT will monitor the progress and assist the project team in adjudication of review comments.

Task Deliverable(s)

1. None

Sub Task 4.3– 60-percent Design Workshop with TOWN

A workshop will be held with the TOWN's personnel to receive and discuss comments and to reach closure on design issues. Following the workshop, meeting minutes and responses to comments will be prepared and submitted. The responses to comments will be incorporated in the 90% Construction Document.

Task Meeting(s)

1. 60% Design and Basis of Design Review Workshop

Task Deliverable(s)

1. Agenda and Meeting Summary
2. 60% Design Workshop Summary

Task 5 – 90 and 100-percent design plans and specifications

The work approach will be to prepare, assemble, and furnish drawings and technical specifications for the subsequent review of the GMP package by the TOWN and regulatory and approving agencies and utilities.

Sub Task 5.1 – 90-percent design plans and specifications

Specific activities in the 90-percent Design Phase for each discipline will include the following:

- Prepare 90-percent construction drawings.
- Prepare final calculations.

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- Complete internal checking and coordination review.

Specific activities in the 90-percent Design Phase for specifications will include the following:

- Prepare 90-percent technical specifications.
- Complete internal checking and coordination review.

The design documents shall be reviewed by the CONSULTANT for constructability and coordination. Draft specifications will be submitted to the TOWN for review at 90-percent.

Task Deliverable(s)

1. The CONSULTANT shall prepare the 90-percent draft drawings and specifications in pdf format.

Sub Task 5.2 – 90-percent Design Internal QC Review

CONSULTANT will provide review of the 90-percent Phase documents from senior design engineers not working directly on the Project. CONSULTANT will monitor the progress and assist the project team in adjudication of review comments.

Task Deliverable(s)

1. None

Sub Task 5.3 – 90-percent Design Workshop with TOWN

A workshop will be held with the TOWN's personnel to receive and discuss comments and to reach closure on design issues. Following the workshop, meeting minutes and responses to comments will be prepared and submitted. The responses to comments will be incorporated in the final Construction Documents.

Task Meeting(s)

1. 90-percent Review Workshop

Task Deliverable(s)

2. Agenda and Meeting Summary

Sub Task 5.4 – CMAR GMP Review

The CONSULTANT will provide an independent review of the CMAR Contractor's GMP to provide a Class 1 estimate based on takeoffs from the 90 percent review documents. A cost opinion will be prepared with Class 1 accuracy per the Association for the Advancement of Cost Engineering (AACE).

Task Deliverable(s)

1. Class 1 Cost Opinion of 90 percent design documents in pdf format.

Sub Task 5.5 – 100-percent Final Design and Preparation of Final Contract Documents

The CONSULTANT will modify the Contract Documents to incorporate agreed upon review comments from the TOWN and the CONSULTANT's quality control review team. The final documents will then be submitted to the TOWN for final back-check and approval. The final back checking will consist of verifying the 90-percent design responses to comments were adequately incorporated. The TOWN will not provide new review comments.

Upon approval of Final Contract Documents by the TOWN, appropriate TOWN signatures will be obtained, documents stamped and one set each of reproducible Final Contract Documents submitted to the TOWN and Contractor.

Task Deliverable(s)

1. 100-percent Final Construction Documents- Hard Copies: 5 hard bound copies of technical specifications, 5 hard bound copies of full-size 22-inch by 34-inch drawings, and 5 hard bound copies of half-size drawings (Drawings prepared in half-size 11-inch by 17-inch PDF format and 24-inch by 36-inch PDF format).
2. 100-percent Final Construction Documents - Electronic: Drawings in AutoCAD compatible format and specifications in MS Word.
3. Meeting Agenda, Notes, Action Items.

Sub Task 5.6 – AHJ Submittal and Review

At the -100-percent design stage, the CONSULTANT will submit the final plans and specifications to the Authorities Having Jurisdiction (AHJ) for review. The CONSULTANT shall assist in the preparation of permit applications by providing plans and specifications for the review package and attending meetings with review agencies. Assume one coordination package with each of the following: Town of Wellington Building Department and Wellington Fire Protection District.

Task Deliverable(s)

1. Initial coordination meeting with TOWN Building Department (CONSULTANT project manager and architectural lead to attend).
2. Final coordination meeting with TOWN Building Department (CONSULTANT project manager and architectural lead to attend).
3. Final coordination meeting with Wellington Fire Protection District (CONSULTANT project manager and building mechanical lead to attend).

Task 6—Services During Construction

The CONSULTANT shall provide “office engineering” services during construction as described in the following tasks. Sub Task 6.9 also describes services to be provided by the Resident Project Representative (RPR) and onsite services. The CONSULTANT’s basis for estimating engineering costs for the project is based on the elements included in task descriptions and on a 20-month construction duration.

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The CONSULTANT shall provide services to participate in meetings, respond to design and technical submittals, respond to requests for information or clarification, perform special site visits, prepare record drawings, and start-up assistance.

Sub Task 6.1 – Construction Phase Project Management

The CONSULTANT shall provide the following project management subtasks to support both the engineering and onsite services during construction.

Sub Task 6.1.1 – Project Instructions and Setup

The CONSULTANT shall prepare a brief Services During Construction (SDC) Project Execution Plan (PEP) to serve as a guide for the project team. The PEP shall outline procedures, summarize project goals and scope, present the project work plan (which shall include tasks, staff assignments, level of effort, costs, and schedule), and include other information that is pertinent to the successful execution of the project.

Sub Task 6.1.2 - Cost and Schedule Control

The CONSULTANT shall prepare, implement, monitor, and update the work plan as required throughout delivery of the work and shall manage, administer, coordinate, and integrate engineering and onsite services during construction as required to deliver these services within budget and on schedule.

Sub Task 6.1.3 – Progress Reports and Invoicing

As during the design phase, CONSULTANT's project manager will prepare and submit to the TOWN's project manager, on a monthly basis, a brief cost and schedule status report. The report shall include a narrative description of progress to-date, actual costs for each Task, estimates of percent complete, and potential cost variances.

This task includes preparation of monthly progress reports and invoices.

Task Deliverable(s)

Monthly Progress Reports and Invoices

Sub Task 6.2 – Meetings

The CONSULTANT's engineering staff shall participate in various construction meetings as described in the following subtasks and the supporting assumptions noted previously within this scope of services. The CONSULTANT will prepare and distribute meeting agendas and meeting minutes for construction progress meetings. Six hours of CONSULTANT's time has been assumed for each CONSULTANT attendee for each meeting.

Sub Task 6.2.1 – Pre-construction and Preliminary Schedule Review Meeting

The CONSULTANT's Project Manager, Design Manager, and RPR shall attend. The meeting will include review of the Contractor's Preliminary Progress Schedule.

Sub Task 6.2.2 – Quality Control and Coordination Meetings

The CONSULTANT's RPR shall call such meetings as required and stated in specification Section 01 31 19, Project Meetings. It is assumed that the RPR will call for 6 such meetings over the course of the project, and that the CONSULTANT's Project Manager, and an appropriate discipline lead design engineer will attend the meetings.

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Sub Task 6.2.3 – Concrete Pre-Installation Meeting

Two of the CONSULTANT's structural engineers and the RPR shall attend up to two (2) concrete pre-installation meetings with attendees and agenda as stated in specification Section 03 30 00, Cast-in-place Concrete and Section 01 31 19, Project Meetings.

Sub Task 6.2.4 – Process Instrumentation & Controls System Coordination Meetings

The CONSULTANT's instrumentation and controls (I&C) engineer and design manager shall attend up to eight (8) I&C Coordination Meetings with attendees and agenda as stated in Specification Section 01 31 19, Project Meetings and Section 40 90 00, Instrumentation and Controls for Process Systems.

Sub Task 6.2.5 – Facility Tie-in/Startup Meetings

The CONSULTANT's RPR, Project Manager, Design Manager, and I&C engineer shall attend up to six (6) Facility Startup Meetings with attendees and agenda as stated in Specification Sections 01 31 19 Project Meetings and 01 31 13 Project Coordination.

Sub Task 6.2.6 – Progress Meetings

The CONSULTANT's RPR, Project Manager, and Design Manager will attend each bi-weekly progress meeting for a total of 44 such meetings throughout the course of the project. RPR shall prepare meeting agenda and minutes.

Sub Task 6.3 – Submittal Review

The CONSULTANT shall process and review shop drawings, samples, and other submittals, submitted by the Contractor for review. The CONSULTANT shall maintain a submittal tracking system to document submittal transactions, dispositions, review times, and re-submittals.

CONSULTANT shall obtain from the Contractor a proposed shop drawing, samples and submittal schedule that shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

The CONSULTANT's review of shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

CONSULTANT shall assist the TOWN in reviewing and responding to the Contractor's requests for substitution of materials and equipment. CONSULTANT shall review such requests and shall advise the TOWN as to the acceptability of such substitutions.

For the purposes of estimating the level of effort for this task, the following criteria are assumed for the submittal review effort:

- 1.25 submittals per drawing (341 drawings) or total of 426 submittals.
- 4.0 labor hours of effort per submittal.
- 20% resubmittal rate.

Sub Task 6.4 – Requests for Clarification/Information

The CONSULTANT shall receive Contractor's requests for clarification or information (RFCs/RFIs). The CONSULTANT shall review and respond to Contractor's RFC and RFIs. The CONSULTANT shall interpret plans and specifications in response to requests from the Contractor to deviate from designs or specifications.

CONSULTANT shall maintain an RFC and RFI tracking system to document transactions, dispositions, and response times.

For the purposes of estimating the level of engineering effort for this task, the following criteria are assumed:

- 0.6 RFCs/RFIs per drawing (341 drawings) or 205 total RFCs/RFIs.
- 2 labor hours of effort per RFC/RFI.

Sub Task 6.5 – Change Orders

The CONSULTANT shall review, prepare, and recommend change orders for work arising from unforeseen conditions or for changes requested by the TOWN or Contractor affecting the cost or time of completion of the project. At the direction of the TOWN, CONSULTANT shall assist in performing engineering tasks to develop drawings, specifications, or clarifications to include with the change orders. CONSULTANT shall provide recommendations to the TOWN regarding the merit of the change order and recommend a course of action for the TOWN.

For the purposes of estimating the level of effort for this task, the following criteria are assumed:

- 80 project management hours and 160 design lead, CAD and QC hours.

Sub Task 6.6 – Design Team Site Visits

Selected members of the CONSULTANT design team and/or specialized engineers shall provide onsite observations of the work. The onsite RPR shall coordinate and make request for specialty observation for a maximum of 8 hours per month of CONSULTANT design team time for the 20-month construction duration.

An additional 80 hours have been budgeted for additional electrical and instrumentation observation to supplement the inspection performed by the RPR.

Sub Task 6.7 – Overall Process Startup Assistance

The CONSULTANT shall furnish assistance to the TOWN in plant startup and initial plant operation on an as-needed basis to provide assistance during the initial startup of the facilities by assisting the TOWN's operating personnel. A total of 160 CONSULTANT hours is assumed for startup assistance.

Sub Task 6.8 – Record Drawings

At the completion of construction work, CONSULTANT will review and comment on record drawing information supplied by the Contractor and shall incorporate information on the drawings. CONSULTANT will prepare electronic record drawings for the TOWN based on the information supplied by the Contractor. CONSULTANT will provide the TOWN with a copy of these record drawings in both pdf and Microstation format. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings. An average of 1 CONSULTANT

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hour per drawing (341 drawings), or 341 hours has been budgeted for this task, assuming not all of the drawings will require editing. It is assumed that incorporation of an as-built survey is not required.

Sub Task 6.9— Onsite Services During Construction

The CONSULTANT shall provide “onsite” services during construction as described in the following tasks. The CONSULTANT’s basis for estimating engineering costs for the project is based on the elements included in task descriptions. The CONSULTANT’s Resident Project Representative (RPR) will be provided with a Field Office as specified in the Construction Documents for the duration of the project.

The CONSULTANT shall provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor’s performance, responding to design and technical submittals, and closing out the contract for construction. These services shall be provided by the RPR.

CONSULTANT will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor shall CONSULTANT be responsible for the Contractor’s failure to perform in accordance with the contract documents.

CONSULTANT does not guarantee the performance of the Contractor. CONSULTANT’s observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and CONSULTANT shall not assume liability in any respect for the construction of the project.

TOWN shall require construction Contractor(s) to name the TOWN and CONSULTANT as additional insureds on the Contractor’s general liability insurance policy. TOWN agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

“Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CONSULTANT, CONSULTANT’s officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. TOWN will be the only beneficiary of any undertaking by CONSULTANT.”

TOWN recognizes that CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than CONSULTANT.

RPR Level of Effort

The Level of Effort for the RPR is assumed to be 40 hours per week for 20 months. The RPR will be involved in the sub tasks noted below for Subtask 6.9.

Sub Task 6.9.1— Document Management System and Procedures

CONSULTANT’s RPR and the Contractor shall confer and establish a system and set of procedures for managing, tracking and storing relevant documents between the Contractor, CONSULTANT and TOWN produced during the Construction and Closeout phases of the project. CONSULTANT’s RPR shall maintain electronic records, suitably organized, of relevant documentation. CONSULTANT’s RPR shall assist the TOWN in monitoring outstanding decisions, approvals or responses required from the TOWN.

Sub Task 6.9.2—Payments to Contractor

CONSULTANT’s RPR will receive and review the Contractor’s requests for payment. CONSULTANT’s RPR will determine whether the amount requested reflects the progress of the Contractor’s work and is in accordance with the contract for construction. CONSULTANT’s RPR shall provide recommendations to

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the TOWN as to the acceptability of the requests. CONSULTANT's RPR will advise the TOWN as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. It is assumed that 20 payment applications will be processed.

Recommendations by CONSULTANT's RPR and PM to the TOWN for payment will be based upon CONSULTANT's RPR's and PM's knowledge, information and belief from observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CONSULTANT's RPR and PM to ascertain that the Contractor has completed the work in exact accordance with the contract for construction; that CONSULTANT's RPR and PM has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the TOWN free and clear of liens, claims, security interests, or encumbrances. The Contractor will be recommended for payment by the RPR and PM for materials properly stored onsite.

Sub Task 6.9.3—Site Coordination

Sub Task 6.9.3.1 – Permits, Bonds and Insurance

CONSULTANT's RPR will verify that the required permits, bonds and insurance have been obtained and submitted by the Contractor.

Sub Task 6.9.3.2 – Communications

CONSULTANT's RPR shall implement and maintain regular communications with the Contractor during the construction. CONSULTANT's RPR shall receive and log communications from the Contractor and shall coordinate the communications between the TOWN and Contractor.

CONSULTANT's RPR shall coordinate written communications among the Contractor, CONSULTANT and TOWN during the construction. CONSULTANT's RPR shall prepare written communications to the Contractor and provide recommendations to the TOWN for written communications between the TOWN and Contractor.

Sub Task 6.9.3.3 – Progress Meetings – Primary and Supplemental

CONSULTANT's RPR shall conduct supplemental progress meetings on an every other week basis with the Contractor to alternate with the larger attendee primary progress meetings and shall prepare the minutes of these meetings. It has been assumed that 88 of total progress meetings will be held during the construction.

Sub Task 6.9.3.4 – Other Meetings

CONSULTANT's RPR shall attend, schedule and coordinate CONSULTANT and TOWN attendance, as required, to the following meetings defined earlier:

- Preconstruction and Preliminary Schedule Review meeting.
- Quality Control and Coordination meetings.
- Concrete Pre-Installation meeting.
- Process Instrumentation and Controls System coordination meetings.
- Facility Startup meetings.

Sub Task 6.9.4 – Changes

Sub Task 6.9.4.1 – Minor Variations in the Work

CONSULTANT's RPR may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents (field orders).

Sub Task 6.9.4.2 – Coordinate Issuance of Changes

CONSULTANT's RPR shall assist the TOWN with the issuance of changes to the contract for construction.

CONSULTANT's RPR shall receive and review the Contractor's response to the request for change and shall obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. CONSULTANT's RPR shall assist the TOWN with negotiations of the proposal and, upon approval by the TOWN, prepare final change order documents for execution by the TOWN and Contractor.

Sub Task 6.9.4.3 – Review of Contractor's Requested Changes

CONSULTANT's RPR shall review all Contractor requested changes to the contract for construction. CONSULTANT's RPR shall make recommendations to the TOWN regarding the acceptability of the Contractor's request and, upon approval of the TOWN, assist the TOWN in negotiations of the requested change. Upon agreement and approval, CONSULTANT's RPR shall prepare final change order documents.

Sub Task 6.9.4.4 – Claims and Disputes

CONSULTANT's RPR will receive, log, and notify the TOWN about all letters and notices from the Contractor concerning claims or disputes between the Contractor and TOWN pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction.

CONSULTANT's RPR will review such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. CONSULTANT's RPR will advise the TOWN regarding the Contractor's compliance with the contract requirements for such claims and disputes. CONSULTANT will provide recommendations to the TOWN regarding the merit of the claim or dispute and recommend a response to the Contractor or a course of action to be taken by the TOWN with their Legal Department. CONSULTANT's RPR will assist the TOWN in discussions with the Contractor to resolve claims and disputes.

CONSULTANT will not issue decisions on Contractor claims or disputes. CONSULTANT will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

Sub Task 6.9.5 – Project Controls

Sub Task 6.9.5.1 – Contractor's Schedule Submittal

CONSULTANT's RPR shall review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. CONSULTANT's RPR shall advise the Contractor of areas where the schedule is not in compliance with the contract for construction. CONSULTANT's RPR shall provide comments to the TOWN to assist the TOWN in

approving, accepting or taking other action on the contractor's schedule, in accordance with the contract for construction.

CONSULTANT's RPR's review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.

Sub Task 6.9.5.2 – Contractor's Schedule Updates

CONSULTANT's RPR shall review the Contractor's periodic schedule updates or other schedule submissions. CONSULTANT's RPR shall advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. CONSULTANT's RPR shall provide comments to the TOWN regarding the updates or other submissions.

Sub Task 6.9.5.3 – Effect of Change Orders

CONSULTANT's RPR shall review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. CONSULTANT's RPR shall advise the TOWN as to the potential impact of proposed or issued Change Orders. CONSULTANT shall provide recommendations to the TOWN regarding the merit of the change order and recommend a course of action for the TOWN. CONSULTANT's RPR shall assist the TOWN in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

Sub Task 6.9.6 – Field Inspection

Sub Task 6.9.6.1 – Review of Work

CONSULTANT's RPR is a full time role and shall conduct periodic on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. CONSULTANT's RPR shall prepare written reports, diaries or other records of observations, which may include photographs.

CONSULTANT's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CONSULTANT does not guarantee the performance of the Contractor. CONSULTANT's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and CONSULTANT shall not assume liability in any respect for the construction of the project. CONSULTANT shall, with the assistance of the TOWN, obtain written plans from the Contractor for quality control of its work, and shall monitor the Contractor's compliance with its plan.

Sub Task 6.9.6.2 – Deficient and Non-Conforming Work

Should CONSULTANT's RPR discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, CONSULTANT's RPR shall bring this to the attention of the Contractor and the TOWN. CONSULTANT's RPR shall thereupon monitor the Contractor's corrective actions and shall advise the TOWN as to the acceptability of the corrective actions.

Sub Task 6.9.6.3 – Performance and Witness Testing

CONSULTANT's RPR shall attend and witness field functional and performance tests as specified in the contract for construction.

Sub Task 6.9.6.4 – Regulatory and Third-Party Testing and Inspections

CONSULTANT's RPR shall monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the project.

Sub Task 6.9.6.5 – Subsurface and Physical Conditions

Whenever the Contractor notifies CONSULTANT or TOWN of subsurface or physical conditions at the site, which the contract for construction provides should be so notified, CONSULTANT's RPR shall advise the TOWN and observe the conditions at the site. CONSULTANT's RPR shall advise the TOWN as to the appropriate action(s), and shall assist the TOWN in responding to the Contractor.

TOWN's Geotechnical CONSULTANT shall conduct site observations to confirm subsoil conditions meet those anticipated in their geotechnical report and to provide geotechnical assistance where necessary. It is assumed that up to two (2) 1-day site visits will be called for by the CONSULTANT's RPR.

TOWN's Geotechnical CONSULTANT shall review results of geotechnical testing including field and laboratory testing. If test results indicate a deviation from the recommendations of the Geotechnical CONSULTANT's earlier geotechnical investigation, the CONSULTANT shall be informed, and CONSULTANT shall also inform the TOWN.

Engineering and technical services that are required of the CONSULTANT to investigate the subsurface or physical conditions shall be considered an Additional Service.

Sub Task 6.9.6.6 – Substantial and Final Completion

CONSULTANT shall assist the TOWN with inspections at substantial and final completion, in accordance with the contract for construction. CONSULTANT's RPR shall prepare up to two separate punch lists of items requiring completion or correction. CONSULTANT's RPR shall make recommendations to the TOWN regarding acceptance of the work based upon the results of the final inspection.

Sub Task 6.9.6.7 – Independent Testing and Special Inspection Services

The TOWN's Specialty Inspection Subconsultant shall perform specialty inspection or other services related to verifying the quality of the Contractor's work. CONSULTANT's RPR shall review the reports and other information prepared by the Specialty Inspection consultant. CONSULTANT's RPR shall coordinate the Specialty Inspection Subconsultant's schedules and the transmittal of their reports, findings or other information to the Contractor and/or the TOWN. The CONSULTANT's RPR will maintain a file of specialty inspection documentation that will be turned over to the TOWN at the end of the project.

Sub Task 6.9.7 – Safety

CONSULTANT shall manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. CONSULTANT and subconsultants shall follow the established TOWN WWTP site safety and evacuation procedures.

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CONSULTANT shall notify affected personnel of any site conditions posing an imminent danger to them which CONSULTANT observes.

CONSULTANT is not responsible for health or safety precautions of construction workers. CONSULTANT is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Sub Task 6.9.8 – Services During the Close-Out Phase

CONSULTANT's RPR shall assist the TOWN in closing out the contract for construction and commencement of the TOWN's use of the completed work. This includes monthly review of Record Documents in connection with Contractor's request for progress payment and administering the Project Close Out requirements in Section 01780 of the Construction Documents.

Sub Task 6.9.8.1 – Manufacturer Operation and Maintenance Manuals and Training

CONSULTANT's RPR shall coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance and for training of the TOWN's staff by the Contractor. Manuals will address startup, testing, operation, maintenance and troubleshooting requirements specified in the Contract Documents.

Sub Task 6.9.8.2 – Warranties, Guarantees, Lien Releases

CONSULTANT's RPR shall coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. CONSULTANT's RPR shall advise the TOWN as to the acceptability and compliance of these documents with the contract for construction.

Sub Task 6.9.8.3- Operator Instruction Manuals

The CONSULTANT will prepare new sections for the existing Operator Instruction Manual for the constructed and improved facilities listed below. It is assumed that the new sections will be stand-alone sections that the TOWN will incorporate into the existing WWTP Operation Manual.

The CONSULTANT will prepare an Operator Instruction Sections for each of the following Chapters to the existing WWTP resulting from this Project:

1. Section I General Information
 - (1) Chapter 1- General Information
 - (2) Chapter 2- Process Description
2. Section II - Regulations, Record keeping, and Laboratory Procedures
3. Section III- Process Facility Operations
 - (1) Headworks
 - (2) Step Feed Aeration
 - (3) Secondary Clarification
 - (4) UV Disinfection
 - (5) Aerobic Digestion
 - (6) Sludge Dewatering and Drying
 - (7) Chemical Systems
 - (8) Utilities Update

4. Section V

- (1) Plant Hazard and Safety Considerations for Plant Chemicals.

5. Section VI

- (1) Supervisor Control and Data Acquisition System

The CONSULTANT will provide a draft version of the manual for review by the TOWN. CONSULTANT will provide each draft manual at least 1-month prior to Contractor scheduled system startup to allow for TOWN review prior to vendor provided training. The manuals will be finalized by the CONSULTANT following training of the TOWN staff and startup of the associated system. Four hard copies and an electronic version of the new sections of the final Operator Instruction Manuals will be provided to the TOWN. There will be a 4-hour operator workshop as part of this scope.

Task Deliverable(s)

1. Operator Instruction Manuals (PDF format and four hard copies).

Assumptions

The CONSULTANT's basis for estimating engineering costs for the project is based on the following assumptions for this scope of services:

1. The design approach will be based on interactive milestone review workshops. Milestone reviews and workshops will be scheduled at strategic periods during the project, and will generally occur at the completion of the 30 percent schematic design, 60 percent design development, and 90 percent completion of the contract document preparation phases. Workshops with the TOWN will provide the opportunity to discuss and resolve issues as the design progresses utilizing interim design deliverables such as progress drawings. TOWN and CONSULTANT staff will actively participate in the workshops to collaboratively develop and advance the design concepts, make decisions regarding alternatives, and clarify preferences for equipment and components.
2. TOWN review comments will be compiled by the CONSULTANT at the review workshops. CONSULTANT will resume work after receipt of comments from the Town and CMAR Contractor.
3. Workshops with the TOWN will be held either at the TOWN's conference room or at Jacobs Loveland Office, or remotely if required due to the ongoing pandemic.
4. The design will be based on the federal, state, county, and local codes and standards in effect at the commencement of the design and the *2018 International Building Code (IBC)* will be used for this project. Meetings will be held with the TOWN Building Department and will be documented to capture code and standard requirements. It is assumed that the TOWN Building Department Staff are available to discuss code issues and perform preliminary reviews prior to final design submittal.
5. This scope of work assumes that the design documents will be prepared in one construction work package under one Guaranteed Maximum Price (GMP) Construction Manager at Risk (CMAR) construction contract. The Contractor shall provide pre-construction phase services, including but not limited to: cost estimating, scheduling, constructability reviews, and value engineering with the intent of developing a Final Guaranteed Maximum Price (FGMP) contract within TOWN's approved budget. The CONSULTANT will provide coordination with

- the Contractor throughout the Design Phase to support the Contractor's development of a FGMP, based on completed design documents, that is within the TOWN's approved budget.
6. The CONSULTANT will work with the TOWN and the CMAR Contractor to reconcile the 30%, 60%, and 90% Design Documents with the Contractor's submitted construction cost estimates. Once the scope and budget align with the TOWN's approved budget, the CONSULTANT will be released to continue with the next phase of design. The CONSULTANT's estimated work effort is based on 60 total comments from the CMAR Contractor on each design package and assumes 4 hours to address or reconcile each comment. Additional effort expended beyond these hours will be provided as a supplemental service.
 7. If the Project proceeds accordingly, the Contractor and CONSULTANT will then work together with the TOWN to further advance the Project within the TOWN's approved budget while maintaining the intended scope and quality. During the evolution of the documents through Design Development and Construction Documents, the Contractor will work with the team providing support with pricing at specific milestones, individual pricing studies, scheduling, constructability reviews and cost savings/value engineering. It is anticipated that the GMP will be established based on the 90 percent design submittal.
 8. CONSULTANT's master specifications (49 divisions), including Engineers Joint Contract Documents Committee (EJCDC) General Conditions, will be used as the basis for the specifications. The TOWN's standard Supplemental Conditions will be used with modifications to the articles governing warranty period requirements.
 9. All meeting agendas, meeting summaries, and deliverables will be prepared and delivered to the TOWN project manager in PDF format via email. The TOWN project manager will distribute to other TOWN staff.
 10. Meeting summaries will capture major decisions and action items and not be a detailed review of the meeting discussion.
 11. In performing soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CONSULTANT.
 12. TOWN will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access. TOWN will perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of TOWN's facilities as may be required in connection with CONSULTANT's services.
 13. TOWN will provide to CONSULTANT all data in TOWN's possession relating to CONSULTANT's services on the Project. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by TOWN.
 14. If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the Project to permit testing and evaluation. If asbestos is suspected, CONSULTANT will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and

contract terms to be negotiated. It is assumed that the TOWN will contract with an environmental firm to conduct an Asbestos and Hazardous Material Survey prior to 30 percent design phase to inform the team of potential hazards and define abatement and disposal requirement.

15. If hazardous substances other than asbestos are suspected, CONSULTANT will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. TOWN recognizes that CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than CONSULTANT.
16. TOWN will examine information submitted by CONSULTANT and render comments in writing or otherwise provide decisions within two weeks of each submittal. TOWN will receive and reconcile comments from various TOWN reviewers and will provide one set of consolidated comments to CONSULTANT.
17. TOWN staff will coordinate with the TOWN's development review process as necessary for the project.
18. The drawings will be prepared using the CONSULTANT's design and graphics standards.
19. Required fire suppression will be provided by performance specifications.
20. The new buildings will not be designed to be Americans with Disabilities Act (ADA) compliant, except for the new Office Building.
21. There will be no onsite equipment or process piloting work performed by the CONSULTANT as part of the project.
22. The systems integrator for the project will be provided by the CMAR Contractor. Applicable technical specification sections for system integration work will define scope for instrumentation and process control work to be performed.
23. CONSULTANT will hire a company for potholing of existing utilities tie-in locations identified by CONSULTANT during design. Pothole locations will be identified on yard piping plans. The allowance included in the Fee Sheet and noted in the text above represents an estimate of the costs associated with this work.
24. No bidding services are assumed for the project for public bidding including answering bidder questions, bid addenda, and prebid meetings/tours. If the TOWN cannot come to an agreement with the CMAR contractor on the FGMP, the TOWN can choose to bid the project and additional services can be added to this scope of work for the CONSULTANT to assist the TOWN with bidding.
25. Site survey to be Contracted separately by the TOWN.
26. Any labor and expenses, above the effort defined in this scope, required to address construction claims, unforeseen subsurface considerations or additional construction requested by the Contractor or TOWN would constitute additional services.
27. Any claims resolution or litigation assistance requested of CONSULTANT, above and beyond those services specifically defined in this scope, shall constitute additional services.
28. Contractor deliverables include: shop drawings, samples, application for payment, certificates, construction photos, record documents, releases from liens, claims, and agreements, contractor design data, manufacturer's instructions, operation and

maintenance data, schedules, special guarantees, statements of qualification, permits, test and inspection reports, testing and startup data, and training data. The CONSULTANT will keep a copy of Contractor deliverables for TOWN records.

29. A preliminary listing of the anticipated final design drawings is presented in **Attachment 1**. The cost for the final design portion of the project is dependent on the presently understood scope of work as defined in the Wastewater Treatment Master Plan and as reflected in the drawing list.
30. CONSTRUCTION PHASE SERVICES. The following terms apply: (a) If CONSULTANT is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, CONSULTANT will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. CONSULTANT shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If CONSULTANT is called upon to review submittals from construction contractors, CONSULTANT shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in CONSULTANT's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) CONSULTANT shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. CONSULTANT shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and CONSULTANT, in a form satisfactory to CONSULTANT.
31. For all deliverables to CDPHE, assume one round of comments from TOWN review, one round of CDPHE comments, then a final version.
32. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, CONSULTANT makes no warranty that TOWN's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.
33. CAD drawings delivered to the TOWN will be delivered in AutoCAD format.

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Schedule

The schedule shown in **Attachment 2** is anticipated for the Wellington WWTP expansion. CONSULTANT will seek opportunities to expedite design as the TOWN has a need for the additional capacity. During the initial design, CONSULTANT will work closely with the Contractor to prepare a detailed schedule for the design, procurement and construction activities. The dates will be refined to address key factors that are not under the direct control of the CONSULTANT or fully scoped at this time such as:

- North Front Range Water Quality Planning Association, CDPHE, and WAPA review periods.
- Environmental Assessment: the SRF program requires CDPHE approval of environmental conditions.
- Review period by TOWN and CMAR Contractor

A Target date of completion of early 2024 is considered a practical goal and is the baseline completion date, as shown in Table 1.

TABLE 1 – PROJECT SCHEDULE

Wellington WWTP Expansion

Task	Completion Date
Notice to Proceed	December 11, 2020
30- Percent Design	April 30, 2021
60- Percent Design	August 20, 2021
90- Percent Design	December 3, 2021
100- Percent Design	January 28, 2022
Final Expansion Construction	January 15, 2024

Payment

Compensation will be on a time and expense basis with labor billed at hourly labor rates based on labor code. Subconsultant expenses billed at actual cost, plus multiplier of 1.05, and direct expenses at actual cost or standard billing rates. The hourly billing rates include allowances for salary, benefits, overhead, and profit. Other expenses will include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. A budgetary amount for the CONSULTANT's services is included in **Attachment 3**. A labor rate schedule for the project through January 2024 is included in **Attachment 4**.

The CONSULTANT shall make reasonable efforts to complete the work within this budget and will keep the TOWN informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. The CONSULTANT shall not exceed the total budgetary amount without prior written approval from the TOWN. CONSULTANT is allowed to manage to the overall total budget, which allows underruns or overruns at the sub task level.

List of Attachments

The following attachments are a part of this Scope of Services:

- Attachment 1 – Estimated List of Drawings

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- Attachment 2 – Project Schedule
- Attachment 3 – Project Fee
- Attachment 4 – Labor Rates

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Not for signing

Attachment 1 - Estimated List of Drawings

Sheet #	Facility #		Drawing #	Drawing Name
1	1	General/PAL	01-G-01	COVER SHEET AND LOCATION MAP
2	1	General/PAL	01-G-02	INDEX OF DRAWINGS
3	1	General/PAL	01-G-03	INDEX OF DRAWINGS
4	1	General/PAL	01-G-04	ABBREVIATIONS
5	1	General/PAL	01-G-05	ABBREVIATIONS AND GENERAL LEGEND
6	1	Civil/Yard Piping	01-G-06	CIVIL LEGEND
7	1	Civil/Yard Piping	01-G-07	YARD PIPING NOTES AND LEGEND
8	1	Architecture	01-G-08	ARCHITECTURAL LEGEND, GENERAL NOTES, & WALL TYPES
9	1	Architecture	01-G-09	BUILDING CODE & LIFE SAFETY DATA SHEET HEADWORKS BUILDING
10	1	Architecture	01-G-10	BUILDING CODE & LIFE SAFETY DATA SHEET RAS/WAS BUILDING
11	1	Architecture	01-G-11	BUILDING CODE & LIFE SAFETY DATA SHEET UV DISINFECTION BUILDING
12	1	Architecture	01-G-12	BUILDING CODE & LIFE SAFETY DATA SHEET OFFICE BUILDING
13	1	Architecture	01-G-13	BUILDING CODE & LIFE SAFETY DATA SHEET DIGESTER BLOWER BUILDING
14	1	Architecture	01-G-14	BUILDING CODE & LIFE SAFETY DATA SHEET EXISTING RAS/WAS BUILDING
15	1	Architecture	01-G-15	BUILDING CODE & LIFE SAFETY DATA SHEET EXISTING ADMINISTRATION BUILDING
16	1	Architecture	01-G-16	BUILDING CODE & LIFE SAFETY DATA SHEET EXISTING DEWATERING BUILDING
17	1	Architecture	01-G-17	BUILDING CODE & LIFE SAFETY DATA SHEET EXISTING MAINTENANCE BUILDING
18	1	Architecture	01-G-18	ARCHITECTURAL DOOR SCHEDULE
19	1	Architecture	01-G-19	WINDOW, LOUVER, & FINISH SCHEDULES SHEET 1 OF 2
20	1	Architecture	01-G-20	WINDOW, LOUVER, & FINISH SCHEDULES SHEET 2 OF 2
21	1	Structural	01-G-21	STRUCTURAL GENERAL NOTES - 1
22	1	Structural	01-G-22	STRUCTURAL GENERAL NOTES - 2
23	1	Structural	01-G-23	IBC SPECIAL INSPECTION NOTES - 1
24	1	Structural	01-G-24	IBC SPECIAL INSPECTION NOTES - 2
25	1	Structural	01-G-25	IBC SPECIAL INSPECTION NOTES - 3
26	1	Process Mechanical	01-G-26	PROCESS MECHANICAL LEGEND
27	1	Plumbing	01-G-27	PLUMBING AND FIRE PROTECTION NOTES, ABBREVIATIONS, AND LEGEND SHEET 1 OF 2
28	1	Plumbing	01-G-28	PLUMBING AND FIRE PROTECTION NOTES, ABBREVIATIONS, AND LEGEND SHEET 2 OF 2
29	1	HVAC	01-G-29	HVAC NOTES, ABBREVIATIONS, AND LEGEND
30	1	HVAC	01-G-30	HVAC - EQUIPMENT SCHEDULES - 1
31	1	HVAC	01-G-31	HVAC - EQUIPMENT SCHEDULES - 2
32	1	HVAC	01-G-32	AREA CLASSIFICATION TABLE - 1
33	1	Structural	01-G-33	MATERIAL SELECTION TABLE
34	1	Process Mechanical	01-G-34	PROCESS FLOW DIAGRAM - LIQUIDS
35	1	Process Mechanical	01-G-35	PROCESS FLOW DIAGRAM - SOLIDS
36	1	Process Mechanical	01-G-36	HYDRAULIC PROFILE - EXISTING WWTP SHEET 1
37	1	Process Mechanical	01-G-37	HYDRAULIC PROFILE - NEW WWTP SHEET 2
38	1	Electrical	01-G-38	ELECTRICAL NOTES, ABBREVIATIONS AND LEGEND SHEET 1
39	1	Electrical	01-G-39	ELECTRICAL NOTES, ABBREVIATIONS AND LEGEND SHEET 2
40	1	Electrical	01-G-40	ELECTRICAL NOTES, ABBREVIATIONS AND LEGEND SHEET 3
41	1	Electrical	01-G-41	ELECTRICAL LUMINAIRE SCHEDULE
42	1	Instrumentation & Controls	01-G-42	INSTRUMENTATION AND CONTROL LEGEND SHEET 1
43	1	Instrumentation & Controls	01-G-43	INSTRUMENTATION AND CONTROL LEGEND SHEET 2
44	1	Process Mechanical	01-G-44	PIPE SCHEDULE
45	51	Civil/Yard Piping	051-R-01	OVERALL DEMOLITION PLAN
46	51	Civil/Yard Piping	051-R-01	ENLARGED DEMOLITION PLANS
47	51	Civil/Yard Piping	051-C-1001	EXISTING SURVEY SHEET 1
48	51	Civil/Yard Piping	051-C-1001	EXISTING SURVEY SHEET 2
49	51	Civil/Yard Piping	051-C-2001	OVERALL SITE PLAN, KEY MAP, AND SURVEY CONTROL
50	51	Civil/Yard Piping	051-C-2001	LAYOUT AND PAVING PLAN - WEST
51	51	Civil/Yard Piping	051-C-2001	LAYOUT AND PAVING PLAN - EAST
52	51	Civil/Yard Piping	051-C-2001	ACCESS ROAD LAYOUT AND PAVING PLANS
53	51	Civil/Yard Piping	051-C-2001	GRADING AND DRAINAGE PLAN - WEST
54	51	Civil/Yard Piping	051-C-2001	GRADING AND DRAINAGE PLAN - EAST
55	51	Civil/Yard Piping	051-C-2001	OVERALL EROSION CONTROL AND SEDIMENT CONTROL PLAN
56	51	Civil/Yard Piping	051-C-2001	OVERALL IMPORTED GRANULAR FILL PLAN

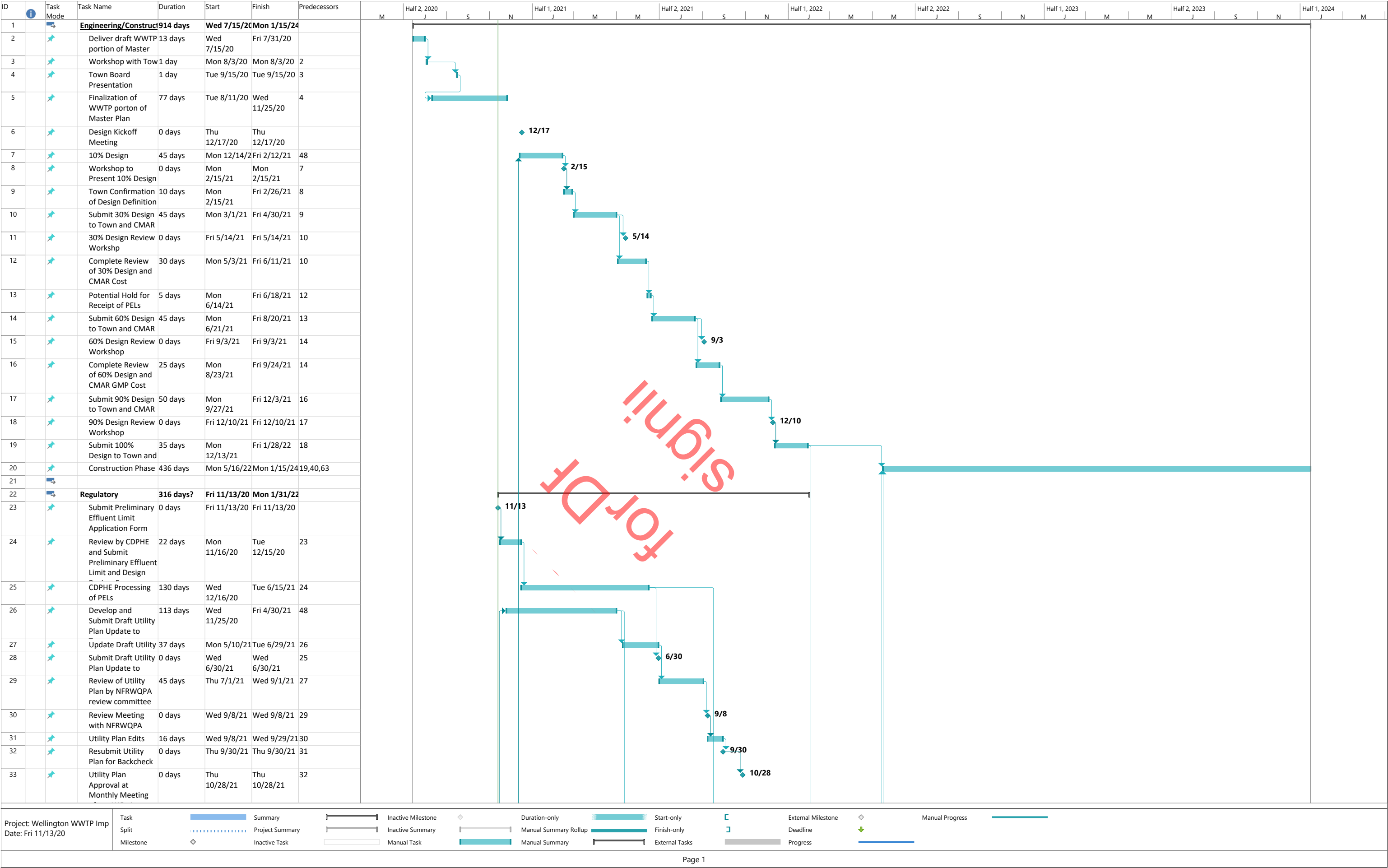
57	51	Civil/Yard Piping	051-C-3001	PLANT ROAD PROFILES - SHEET 1
58	51	Civil/Yard Piping	051-C-3001	GRADING SECTIONS - SHEET 1
59	51	Civil/Yard Piping	051-C-3001	GRADING SECTIONS - SHEET 2
60	51	Civil/Yard Piping	051-C-4001	ENLARGED AREA GRADING PLANS
61	51	Civil/Yard Piping	051-C-4001	SEDIMENT AND EROSION CONTROL DETAILS
62	51	Civil/Yard Piping	051-C-5001	CIVIL DETAILS
63	51	Civil/Yard Piping	051-C-5002	CIVIL DETAILS
64	51	Civil/Yard Piping	051-C-6001	HORIZONTAL AND VERTICAL CONTROL TABLES
65	51	Civil/Yard Piping	051-L-2001	OVERALL LANDSCAPING PLAN
66	51	Civil/Yard Piping	051-L-3001	LANDSCAPING DETAILS
67	52	Civil/Yard Piping	052-Y-1000	OVERALL YARD PIPING AND UTILITY PLAN
68	52	Civil/Yard Piping	052-Y-1000	YARD PIPING PLAN - WEST
69	52	Civil/Yard Piping	052-Y-1000	YARD PIPING PLAN - EAST
70	52	Civil/Yard Piping	052-Y-2000	YARD PIPING PROFILES
71	52	Civil/Yard Piping	052-Y-2000	YARD PIPING PROFILES
72	52	Civil/Yard Piping	052-Y-2000	YARD PIPING PROFILES
73	52	Civil/Yard Piping	052-Y-2000	YARD PIPING PROFILES
74	52	Civil/Yard Piping	052-Y-3000	YARD PIPING DETAILS
75	52	Civil/Yard Piping	052-Y-3000	YARD PIPING DETAILS
76	52	Civil/Yard Piping	052-Y-4000	YARD PIPING LOCATION TABLES
77	53	Electrical	053-E-1000	ELECTRICAL SITE PLAN
78	53	Electrical	053-E-2000	DUCTBANK SECTIONS
79	53	Electrical	053-E-2000	DUCTBANK SECTIONS
80	53	Electrical	053-E-3000	MOTOR CONTROL DIAGRAMS
81	53	Electrical	053-E-3000	MOTOR CONTROL DIAGRAMS
82	53	Electrical	053-E-3000	MOTOR CONTROL DIAGRAMS
83	53	Electrical	053-E-3000	MOTOR CONTROL DIAGRAMS
84	53	Electrical	053-E-3000	MOTOR CONTROL DIAGRAMS
85	53	Electrical	053-E-3000	MOTOR CONTROL DIAGRAMS
86	53	Electrical	053-E-3000	MOTOR CONTROL DIAGRAMS
87	80	Instrumentation & Controls	080-I-1000	NETWORK BLOCK DIAGRAM - SHEET 1
88	80	Instrumentation & Controls	080-I-1000	NETWORK BLOCK DIAGRAM - SHEET 2
89	80	Instrumentation & Controls	080-I-1000	NETWORK BLOCK DIAGRAM - SHEET 3
90	80	Instrumentation & Controls	080-I-2000	INFLUENT SCREENING P&ID
91	80	Instrumentation & Controls	080-I-2000	GRIT REMOVAL P&ID
92	80	Instrumentation & Controls	080-I-2000	INFLUENT PUMPING P&ID
93	80	Instrumentation & Controls	080-I-2000	AERATION SPLITTER BOX P&ID
94	80	Instrumentation & Controls	080-I-2000	AERATION BASINS P&ID
95	80	Instrumentation & Controls	080-I-2000	AERATION BLOWERS P&ID
96	80	Instrumentation & Controls	080-I-2000	SECONDARY CLARIFIER SPLITTER BOX P&ID
97	80	Instrumentation & Controls	080-I-2000	SECONDARY CLARIFIERS P&ID
98	80	Instrumentation & Controls	080-I-2000	UV DISINFECTION P&ID
99	80	Instrumentation & Controls	080-I-2000	RAS PUMPING P&ID
100	80	Instrumentation & Controls	080-I-2000	WAS AND SCUM PUMPING P&ID
101	80	Instrumentation & Controls	080-I-2000	AEROBIC DIGESTERS P&ID
102	80	Instrumentation & Controls	080-I-2000	AEROBIC DIGESTER BLOWERS P&ID
103	80	Instrumentation & Controls	080-I-2000	CENTRIFUGE P&ID
104	80	Instrumentation & Controls	080-I-2000	ORBAL ANAEROBIC CELL P&ID
105	80	Instrumentation & Controls	080-I-2000	EXISTING AEROBIC DIGESTER P&ID
106	80	HVAC	080-I-2000	HEADWORKS, RAS/WAS, UV HVAC
107	80	HVAC	080-I-2000	DIGESTER BLOWER AND MAINTENANCE HVAC
108	100	Architecture	100-A-1000	HEADWORKS ARCHITECTURAL LOWER LEVEL FLOOR PLAN
109	100	Architecture	100-A-1000	HEADWORKS ARCHITECTURAL UPPER LEVEL FLOOR PLAN
110	100	Architecture	100-A-1000	HEADWORKS ARCHITECTURAL ROOF PLAN
111	100	Architecture	100-A-2000	ARCHITECTURAL BUILDING ELEVATIONS
112	100	Architecture	100-A-2000	ARCHITECTURAL BUILDING ELEVATIONS
113	100	Architecture	100-A-3000	ARCHITECTURAL BUILDING SECTIONS
114	100	Architecture	100-A-3000	ARCHITECTURAL BUILDING SECTIONS
115	100	Architecture	100-A-3000	ARCHITECTURAL WALL SECTIONS & DETAILS

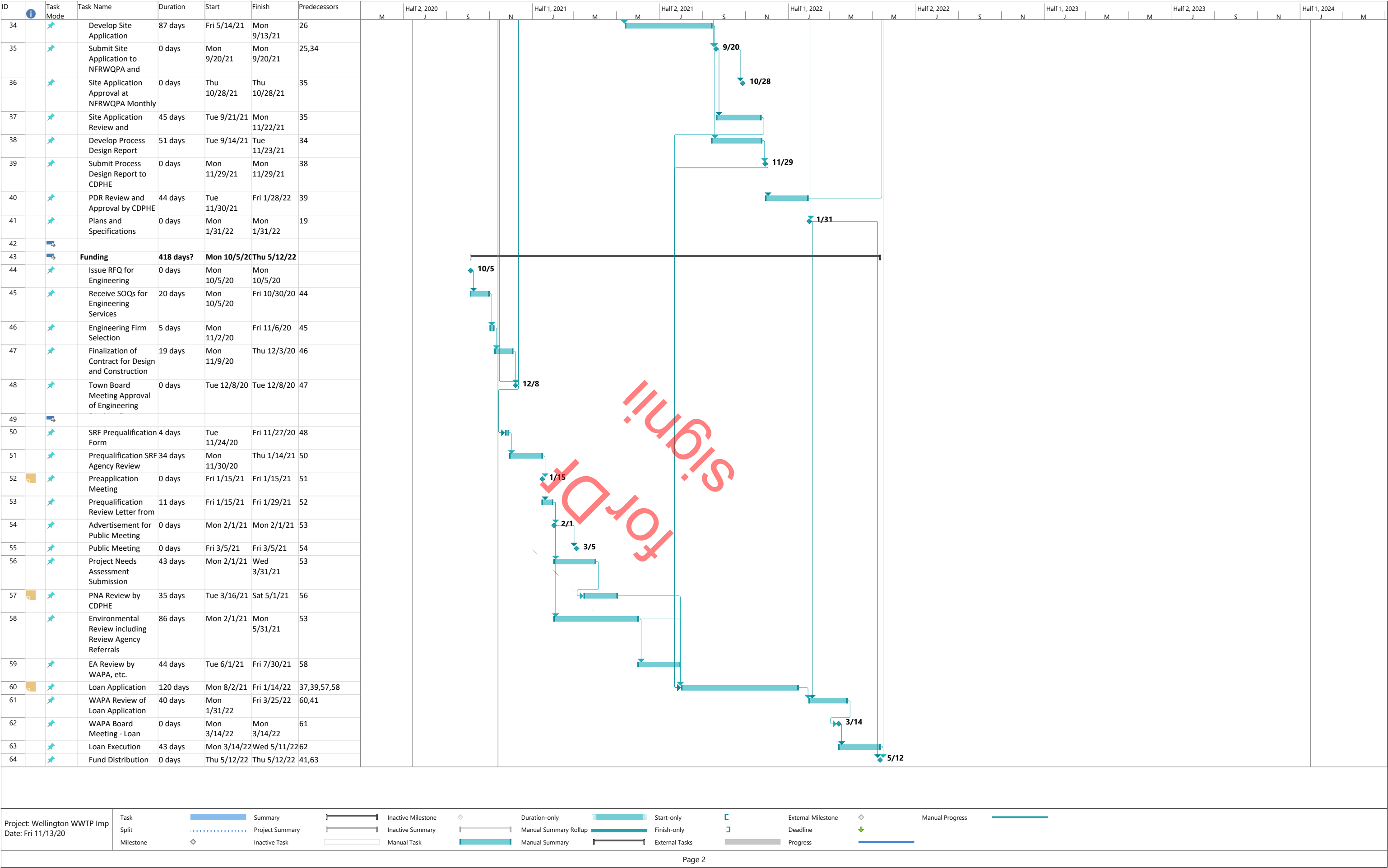
116	100	Structural	100-S-1000	HEADWORKS STRUCTURAL FOUNDATION LOWER PLAN
117	100	Structural	100-S-1000	HEADWORKS STRUCTURAL UPPER LEVEL FLOOR PLAN
118	100	Structural	100-S-1000	HEADWORKS STRUCTURAL ROOF PLAN
119	100	Structural	100-S-3000	STRUCTURAL BUILDING SECTIONS
120	100	Structural	100-S-3000	STRUCTURAL BUILDING SECTIONS
121	100	Structural	100-S-3000	STRUCTURAL BUILDING SECTIONS
122	100	Structural	100-S-3000	STRUCTURAL BUILDING SECTIONS
123	100	Structural	100-S-4000	STRUCTURAL - DETAILS
124	100	Structural	100-S-4000	STRUCTURAL - DETAILS
125	100	Process Mechanical	100-D-1000	HEADWORKS PROCESS LOWER LEVEL PLAN
126	100	Process Mechanical	100-D-1000	HEADWORKS PROCESS UPPER LEVEL PLAN
127	100	Process Mechanical	100-D-2000	HEADWORKS PROCESS SECTIONS
128	100	Process Mechanical	100-D-2000	HEADWORKS PROCESS SECTIONS
129	100	Process Mechanical	100-D-2000	HEADWORKS PROCESS SECTIONS
130	100	Process Mechanical	100-D-3000	HEADWORKS PROCESS DETAILS
131	100	HVAC	100-H-1000	HEADWORKS HVAC LOWER LEVEL PLAN
132	100	HVAC	100-H-1000	HEADWORKS HVAC UPPER LEVEL PLAN
133	100	HVAC	100-H-2000	HEADWORKS HVAC AIRFLOW SCHEMATIC
134	100	HVAC	100-H-3000	HVAC SECTIONS
135	100	HVAC	100-H-3000	HVAC SECTIONS
136	100	Plumbing	100-P-1000	HEADWORKS PLUMBING LOWER LEVEL PLAN
137	100	Plumbing	100-P-1000	HEADWORKS PLUMBING UPPER LEVEL PLAN
138	100	Plumbing	100-P-1001	HEADWORKS ISOMETRIC
139	100	Electrical	100-E-1000	HEADWORKS ELECTRICAL LOWER LEVEL POWER AND GROUNDING PLAN
140	100	Electrical	100-E-1000	HEADWORKS ELECTRICAL LOWER LEVEL FACILITY PLAN
141	100	Electrical	100-E-1000	HEADWORKS ELECTRICAL UPPER LEVEL POWER PLAN
142	100	Electrical	100-E-1000	HEADWORKS ELECTRICAL UPPER LEVEL FACILITY PLAN
143	100	Electrical	100-E-1000	HEADWORKS ELECTRICAL ROOM ENLARGED PLAN
144	100	Electrical	100-E-2000	ELECTRICAL ONE-LINE DIAGRAM
145	100	Electrical	100-E-2000	ELECTRICAL PANEL SCHEDULES
146	150	Structural	150-S-1000	AERATION BASIN SPLITTER BOX STRUCTURAL PLANS
147	150	Structural	150-S-2000	AERATION BASIN SPLITTER BOX STRUCTURAL SECTIONS
148	150	Process Mechanical	150-D-1000	AERATION BASIN SPLITTER BOX PROCESS PLAN
149	150	Process Mechanical	150-D-2000	AERATION BASIN SPLITTER BOX PROCESS SECTIONS
150	150	Electrical	150-E-1000	AERATION BASIN SPLITTER BOX ELECTRICAL PLAN
151	200	Structural	200-S-1000	AERATION BASIN STRUCTURAL FOUNDATION PLAN
152	200	Structural	200-S-1000	AERATION BASIN STRUCTURAL UPPER LEVEL PLAN
153	200	Structural	200-S-2000	AERATION BASIN STRUCTURAL SECTIONS
154	200	Structural	200-S-2000	AERATION BASIN STRUCTURAL SECTIONS
155	200	Structural	200-S-2000	AERATION BASIN STRUCTURAL SECTIONS
156	200	Structural	200-S-2000	AERATION BASIN STRUCTURAL SECTIONS
157	200	Structural	200-S-3000	AERATION BASIN STRUCTURAL DETAILS
158	200	Process Mechanical	200-D-1000	AERATION BASIN PROCESS MECHANICAL LOWER LEVEL PLAN
159	200	Process Mechanical	200-D-1000	AERATION BASIN PROCESS MECHANICAL UPPER LEVEL PLAN
160	200	Process Mechanical	200-D-2000	AERATION BASIN PROCESS SECTIONS
161	200	Process Mechanical	200-D-2000	AERATION BASIN PROCESS SECTIONS
162	200	Process Mechanical	200-D-2000	AERATION BASIN PROCESS SECTIONS
163	200	Process Mechanical	200-D-2000	AERATION BASIN PROCESS SECTIONS
164	200	Plumbing	200-P-1000	AERATION BASIN PLUMBING OVERALL PLAN
165	200	Electrical	200-E-1000	AERATION BASIN ELECTRICAL POWER AND ENLARGED PLAN
166	200	Electrical	200-E-1000	AERATION BASIN ELECTRICAL FACILITY PLAN
167	250	Structural	250-S-1000	SECONDARY CLARIFIER SPLITTER BOX STRUCTURAL FOUNDATION PLAN
168	250	Structural	250-S-2000	SECONDARY CLARIFIER SPLITTER BOX STRUCTURAL SECTIONS
169	250	Process Mechanical	250-D-1000	SECONDARY CLARIFIER SPLITTER BOX PROCESS PLANS
170	250	Process Mechanical	250-D-2000	SECONDARY CLARIFIER SPLITTER BOX PROCESS SECTIONS
171	250	Electrical	250-E-1000	SECONDARY CLARIFIER SPLITTER BOX ELECTRICAL PLAN
172	300	Structural	300-S-1000	SECONDARY CLARIFIER 5 STRUCTURAL FOUNDATION PLAN
173	300	Structural	300-S-1000	SECONDARY CLARIFIER 6 STRUCTURAL FOUNDATION PLAN
174	300	Structural	300-S-1000	SECONDARY CLARIFIER 5 STRUCTURAL UPPER LEVEL PLAN

175	300	Structural	300-S-1000	SECONDARY CLARIFIER 6 STRUCTURAL UPPER LEVEL PLAN
176	300	Structural	300-S-2000	SECONDARY CLARIFIER SECTIONS
177	300	Structural	300-S-2000	SECONDARY CLARIFIER SECTIONS
178	300	Process Mechanical	300-D-1000	SECONDARY CLARIFIER 5 PROCESS MECHANICAL UPPER LEVEL PLAN
179	300	Process Mechanical	300-D-1000	SECONDARY CLARIFIER 6 PROCESS MECHANICAL UPPER LEVEL PLAN
180	300	Process Mechanical	300-D-2000	SECONDARY CLARIFIER PROCESS MECHANICAL COMPOSITE SECTION
181	300	Process Mechanical	300-D-3000	SECONDARY CLARIFIER PROCESS MECHANICAL DETAILS
182	300	Plumbing	300-P-1000	SECONDARY CLARIFIER PLUMBING PLAN AND DETAILS
183	300	Electrical	300-E-1000	SECONDARY CLARIFIER ELECTRICAL PLAN AND DETAILS
184	350	Architecture	350-A-1000	RAS/WAS BUILDING ARCHITECTURAL LOWER LEVEL PLAN
185	350	Architecture	350-A-1000	RAS/WAS BUILDING ARCHITECTURAL UPPER LEVEL PLAN
186	350	Architecture	350-A-1000	RAS/WAS BUILDING ARCHITECTURAL ROOF PLAN
187	350	Architecture	350-A-2000	RAS/WAS BUILDING ARCHITECTURAL ELEVATIONS
188	350	Architecture	350-A-2000	RAS/WAS BUILDING ARCHITECTURAL ELEVATIONS
189	350	Architecture	350-A-3000	RAS/WAS BUILDING ARCHITECTURAL SECTIONS
190	350	Architecture	350-A-3000	RAS/WAS BUILDING ARCHITECTURAL SECTIONS
191	350	Structural	350-S-1000	RAS/WAS BUILDING STRUCTURAL FOUNDATION PLAN
192	350	Structural	350-S-1000	RAS/WAS BUILDING STRUCTURAL LOWER LEVEL PLAN
193	350	Structural	350-S-1000	RAS/WAS BUILDING STRUCTURAL UPPER LEVEL PLAN
194	350	Structural	350-S-1000	RAS/WAS BUILDING STRUCTURAL ROOF FRAMING PLAN
195	350	Structural	350-S-2000	RAS/WAS BUILDING STRUCTURAL SECTIONS
196	350	Structural	350-S-2000	RAS/WAS BUILDING STRUCTURAL SECTIONS
197	350	Structural	350-S-2000	RAS/WAS BUILDING STRUCTURAL SECTIONS
198	350	Structural	350-S-2000	RAS/WAS BUILDING STRUCTURAL SECTIONS
199	350	Structural	350-S-2000	RAS/WAS BUILDING STRUCTURAL SECTIONS
200	350	Structural	350-S-4000	RAS/WAS BUILDING STRUCTURAL DETAILS
201	350	Structural	350-S-4000	RAS/WAS BUILDING STRUCTURAL DETAILS
202	350	Structural	350-S-4001	RAS/WAS BUILDING STRUCTURAL DETAILS
203	350	Process Mechanical	350-D-1000	RAS/WAS BUILDING PROCESS MECHANICAL LOWER LEVEL PLAN
204	350	Process Mechanical	350-D-1000	RAS/WAS BUILDING PROCESS MECHANICAL UPPER LEVEL PLAN
205	350	Process Mechanical	350-D-2000	RAS/WAS BUILDING PROCESS MECHANICAL SECTIONS
206	350	Process Mechanical	350-D-2000	RAS/WAS BUILDING PROCESS MECHANICAL SECTIONS
207	350	Process Mechanical	350-D-2000	RAS/WAS BUILDING PROCESS MECHANICAL SECTIONS
208	350	Process Mechanical	350-D-2000	RAS/WAS BUILDING PROCESS MECHANICAL SECTIONS
209	350	HVAC	350-H-1000	RAS/WAS BUILDING LOWER LEVEL HVAC PLAN
210	350	HVAC	350-H-1000	RAS/WAS BUILDING UPPER LEVEL HVAC PLAN
211	350	HVAC	350-H-2000	RAS/WAS BUILDING HVAC AIRFLOW SCHEMATIC
212	350	HVAC	350-H-2000	RAS/WAS BUILDING ELECTRICAL ROOM HVAC AIRFLOW SCHEMATIC
213	350	HVAC	350-H-3000	RAS/WAS BUILDING HVAC SECTIONS
214	350	Plumbing	350-P-1000	RAS/WAS BUILDING LOWER LEVEL PLUMBING PLAN
215	350	Plumbing	350-P-1000	RAS/WAS BUILDING UPPER LEVEL PLUMBING PLAN
216	350	Electrical	350-E-1000	RAS/WAS BUILDING ELECTRICAL LOWER LEVEL POWER AND GROUNDING PLAN
217	350	Electrical	350-E-1000	RAS/WAS BUILDING ELECTRICAL LOWER LEVEL FACILITY PLAN
218	350	Electrical	350-E-1000	RAS/WAS BUILDING ELECTRICAL UPPER LEVEL POWER PLAN
219	350	Electrical	350-E-1000	RAS/WAS BUILDING ELECTRICAL UPPER LEVEL FACILITY PLAN
220	350	Electrical	350-E-2000	RAS/WAS BUILDING ELECTRICAL ENLARGED ELECTRICAL ROOM PLAN
221	350	Electrical	350-E-3000	RAS/WAS BUILDING ELECTRICAL ONE-LINE DIAGRAM
222	350	Electrical	350-E-3000	RAS/WAS BUILDING ELECTRICAL PANEL SCHEDULES
223	400	Architecture	400-A-1000	UV DISINFECTION BUILDING ARCHITECTURAL FLOOR PLAN
224	400	Architecture	400-A-1000	UV DISINFECTION BUILDING ARCHITECTURAL ROOF PLAN
225	400	Architecture	400-A-2000	UV DISINFECTION BUILDING ARCHITECTURAL ELEVATIONS
226	400	Architecture	400-A-2000	UV DISINFECTION BUILDING ARCHITECTURAL ELEVATIONS
227	400	Architecture	400-A-3000	UV DISINFECTION BUILDING ARCHITECTURAL SECTIONS
228	400	Structural	400-S-1000	UV DISINFECTION BUILDING STRUCTURAL FOUNDATION PLAN
229	400	Structural	400-S-1000	UV DISINFECTION BUILDING STRUCTURAL FLOOR PLAN
230	400	Structural	400-S-1000	UV DISINFECTION BUILDING STRUCTURAL ROOF PLAN
231	400	Structural	400-S-2000	UV DISINFECTION BUILDING STRUCTURAL SECTIONS
232	400	Structural	400-S-2000	UV DISINFECTION BUILDING STRUCTURAL SECTIONS
233	400	Structural	400-S-2000	UV DISINFECTION BUILDING STRUCTURAL DETAILS

234	400	Process Mechanical	400-D-1000	UV DISINFECTION BUILDING PROCESS MECHANICAL FLOOR PLAN
235	400	Process Mechanical	400-D-2000	UV DISINFECTION BUILDING PROCESS MECHANICAL SECTIONS
236	400	HVAC	400-H-1000	UV DISINFECTION BUILDING HVAC FLOOR PLAN
237	400	HVAC	400-H-1000	UV DISINFECTION BUILDING HVAC ROOF PLAN
238	400	HVAC	400-H-2000	UV DISINFECTION BUILDING HVAC AIRFLOW SCHEMATIC
239	400	HVAC	400-H-3000	UV DISINFECTION BUILDING HVAC SECTION
240	400	Plumbing	400-P-1000	UV DISINFECTION BUILDING PLUMBING FLOOR PLAN
241	400	Electrical	400-E-1000	UV DISINFECTION BUILDING ELECTRICAL POWER PLAN
242	400	Electrical	400-E-1000	UV DISINFECTION BUILDING ELECTRICAL FACILITY PLAN
243	400	Electrical	400-E-2000	UV DISINFECTION BUILDING ELECTRICAL ENLARGED ELECTRICAL ROOM PLAN
244	400	Electrical	400-E-3000	UV DISINFECTION BUILDING ELECTRICAL ONE-LINE DIAGRAM
245	400	Electrical	400-E-4000	UV DISINFECTION BUILDING ELECTRICAL PANEL SCHEDULES
246	450	Architecture	450-A-1000	OFFICE BUILDING ARCHITECTURAL FLOOR PLAN
247	450	Architecture	450-A-1000	OFFICE BUILDING ARCHITECTURAL ROOF PLAN AND REFLECTED CEILING PLAN
248	450	Architecture	450-A-2000	OFFICE BUILDING ARCHITECTURAL ELEVATIONS
249	450	Architecture	450-A-2000	OFFICE BUILDING ARCHITECTURAL ELEVATIONS
250	450	Architecture	450-A-3000	OFFICE BUILDING ARCHITECTURAL INTERIOR ELEVATIONS
251	450	Architecture	450-A-4000	OFFICE BUILDING ARCHITECTURAL SECTIONS
252	450	Structural	450-S-1000	OFFICE BUILDING STRUCTURAL FLOOR PLAN
253	450	Structural	450-S-1000	OFFICE BUILDING STRUCTURAL ROOF PLAN
254	450	Structural	450-S-2000	OFFICE BUILDING STRUCTURAL SECTIONS
255	450	Structural	450-S-2000	OFFICE BUILDING STRUCTURAL SECTIONS
256	450	Structural	450-S-2000	OFFICE BUILDING STRUCTURAL DETAILS
257	450	HVAC	450-H-1000	OFFICE BUILDING HVAC FLOOR PLAN
258	450	HVAC	450-H-3000	OFFICE BUILDING BUILDING HVAC AIRFLOW SCHEMATIC
259	450	HVAC	450-H-4000	OFFICE BUILDING BUILDING HVAC SECTION
260	450	Electrical	450-E-1000	OFFICE BUILDING ELECTRICAL FACILITY PLAN
261	450	Electrical	450-E-3000	OFFICE BUILDING BUILDING ELECTRICAL PANEL SCHEDULES
262	450	Fire Protection	450-X-1000	OFFICE BUILDING FIRE PROTECTION SPRINKLER PLANS
263	450	Fire Protection	450-X-1000	OFFICE BUILDING FIRE PROTECTION DETAILS AND SCHEDULES
264	500	Structural	500-S-1000	AEROBIC DIGESTERS STRUCTURAL FOUNDATION PLAN
265	500	Structural	500-S-1000	AEROBIC DIGESTERS STRUCTURAL UPPER LEVEL PLAN
266	500	Structural	500-S-2000	AEROBIC DIGESTERS STRUCTURAL SECTIONS
267	500	Structural	500-S-2000	AEROBIC DIGESTERS STRUCTURAL SECTIONS
268	500	Structural	500-S-3000	AEROBIC DIGESTERS STRUCTURAL DETAILS
269	500	Process Mechanical	500-D-1000	AEROBIC DIGESTERS PROCESS MECHANICAL LOWER LEVEL PLAN
270	500	Process Mechanical	500-D-1000	AEROBIC DIGESTERS PROCESS MECHANICAL UPPER LEVEL PLAN
271	500	Process Mechanical	500-D-2000	AEROBIC DIGESTERS PROCESS SECTIONS
272	500	Process Mechanical	500-D-2000	AEROBIC DIGESTERS PROCESS SECTIONS
273	500	Plumbing	500-P-1000	AEROBIC DIGESTERS PLUMBING OVERALL PLAN
274	500	Electrical	500-E-1000	AEROBIC DIGESTERS ELECTRICAL POWER PLAN
275	500	Electrical	500-E-3000	AEROBIC DIGESTERS ELECTRICAL PANEL SCHEDULES
276	550	Architecture	550-A-1000	DIGESTER BLOWER BUILDING ARCHITECTURAL FLOOR PLAN
277	550	Architecture	550-A-1000	DIGESTER BLOWER BUILDING ARCHITECTURAL ROOF PLAN
278	550	Architecture	550-A-2000	DIGESTER BLOWER BUILDING ARCHITECTURAL ELEVATIONS
279	550	Architecture	550-A-2000	DIGESTER BLOWER BUILDING ARCHITECTURAL ELEVATIONS
280	550	Architecture	550-A-3000	DIGESTER BLOWER BUILDING ARCHITECTURAL SECTIONS
281	550	Structural	550-S-1000	DIGESTER BLOWER BUILDING STRUCTURAL FOUNDATION PLAN
282	550	Structural	550-S-1000	DIGESTER BLOWER BUILDING STRUCTURAL FLOOR PLAN
283	550	Structural	550-S-1000	DIGESTER BLOWER BUILDING STRUCTURAL ROOF PLAN
284	550	Structural	550-S-2000	DIGESTER BLOWER BUILDING STRUCTURAL SECTIONS
285	550	Structural	550-S-3000	DIGESTER BLOWER BUILDING STRUCTURAL DETAILS
286	550	Process Mechanical	550-D-1000	DIGESTER BLOWER BUILDING PROCESS MECHANICAL PLAN
287	550	Process Mechanical	550-D-2000	DIGESTER BLOWER BUILDING PROCESS MECHANICAL SECTIONS
288	550	HVAC	550-H-1000	DIGESTER BLOWER BUILDING HVAC PLAN
289	550	HVAC	550-H-1000	DIGESTER BLOWER BUILDING HVAC ROOF PLAN
290	550	HVAC	550-H-2000	DIGESTER BLOWER BUILDING HVAC AIRFLOW SCHEMATIC
291	550	HVAC	550-H-3000	DIGESTER BLOWER BUILDING HVAC SECTION
292	550	Plumbing	550-P-1000	DIGESTER BLOWER BUILDING PLUMBING PLAN

293	550	Electrical	550-E-1000	DIGESTER BLOWER BUILDING ELECTRICAL POWER PLAN
294	550	Electrical	550-E-1000	DIGESTER BLOWER BUILDING ELECTRICAL FACILITY PLAN
295	550	Electrical	550-E-2000	DIGESTER BLOWER BUILDING ELECTRICAL ENLARGED ELECTRICAL ROOM PLAN
296	550	Electrical	550-E-3000	DIGESTER BLOWER BUILDING ELECTRICAL ONE-LINE DIAGRAM
297	550	Electrical	550-E-4000	DIGESTER BLOWER BUILDING ELECTRICAL PANEL SCHEDULES
298	600	Structural	600-S-1000	ORBAL ANAEROBIC REACTOR STRUCTURAL PLANS
299	600	Structural	600-S-2000	ORBAL ANAEROBIC REACTOR STRUCTURAL SECTIONS
300	600	Process Mechanical	600-D-1000	ORBAL ANAEROBIC REACTOR PROCESS MECHANICAL PLANS
301	600	Process Mechanical	600-D-2000	ORBAL ANAEROBIC REACTOR PROCESS MECHANICAL SECTIONS AND DETAILS
302	600	Electrical	600-E-1000	ORBAL ANAEROBIC REACTOR ELECTRICAL PLANS
303	650	Process Mechanical	650-D-1000	SECONDARY CLARIFIER 1 AND 2 PROCESS MECHANICAL PLAN
304	650	Process Mechanical	650-D-1000	SECONDARY CLARIFIER 3 AND 4 PROCESS MECHANICAL PLAN
305	700	Architecture	700-R-1000	ADMINISTRATION BUILDING DEMOLITION PLAN
306	700	Architecture	700-A-1000	ADMINISTRATION BUILDING ARCHITECTURAL FLOOR PLAN
307	700	Architecture	700-A-2000	ADMINISTRATION BUILDING ARCHITECTURAL INTERIOR ELEVATIONS
308	700	Architecture	700-A-2000	ADMINISTRATION BUILDING ARCHITECTURAL SECTIONS AND DETAILS
309	700	Structural	700-S-1000	ADMINISTRATION BUILDING STRUCTURAL FLOOR PLAN
310	700	Structural	700-S-2000	ADMINISTRATION BUILDING STRUCTURAL SECTIONS AND DETAILS
311	700	HVAC	700-H-1000	ADMINISTRATION BUILDING HVAC PLAN
312	700	HVAC	700-H-2000	ADMINISTRATION BUILDING HVAC DETAILS
313	700	HVAC	700-H-3000	ADMINISTRATION BUILDING HVAC AIR FLOW SCHEMATICS
314	700	Electrical	700-E-1000	ADMINISTRATION BUILDING ELECTRICAL PLAN
315	700	Electrical	700-E-2000	ADMINISTRATION BUILDING ELECTRICAL ONE-LINE DIAGRAM
316	700	Electrical	700-E-3000	ADMINISTRATION BUILDING ELECTRICAL PANEL SCHEDULES
317	750	Process Mechanical	750-R-1000	EXISTING RAS/WAS BUILDING PROCESS MECHANICAL DEMOLITION PLAN
318	750	Process Mechanical	750-D-1000	EXISTING RAS/WAS BUILDING PROCESS MECHANICAL LOWER LEVEL PLAN
319	750	Process Mechanical	750-D-1000	EXISTING RAS/WAS BUILDING PROCESS MECHANICAL SECTIONS AND DETAILS
320	800	Process Mechanical	800-D-1000	EXISTING DIGESTERS PROCESS MECHANICAL UPPER PLAN
321	800	Process Mechanical	800-D-2000	EXISTING DIGESTERS PROCESS MECHANICAL SECTIONS AND DETAILS
322	800	Process Mechanical	800-D-1000	EXISTING DIGESTERS ELECTRICAL PLAN
323	850	Structural	850-S-1000	DEWATERING BUILDING STRUCTURAL FLOOR PLAN
324	850	Structural	850-S-1000	DEWATERING BUILDING STRUCTURAL SECTIONS AND DETAILS
325	850	Process Mechanical	850-D-1000	DEWATERING BUILDING PROCESS MECHANICAL FLOOR PLAN
326	850	Process Mechanical	850-D-2000	DEWATERING BUILDING PROCESS MECHANICAL SECTIONS
327	850	Process Mechanical	850-D-2000	DEWATERING BUILDING PROCESS MECHANICAL DETAILS
328	850	Electrical	850-E-1000	DEWATERING BUILDING ELECTRICAL POWER PLAN
329	850	Electrical	850-E-2000	DIGESTER BLOWER BUILDING ELECTRICAL ENLARGED ELECTRICAL ROOM PLAN
330	850	Electrical	850-E-3000	DIGESTER BLOWER BUILDING ELECTRICAL ONE-LINE DIAGRAM
331	850	Electrical	850-E-4000	DIGESTER BLOWER BUILDING ELECTRICAL PANEL SCHEDULES
332	850	Fire Protection	850-X-1000	DEWATERING BUILDING FIRE ALARM FLOOR PLANS
333	850	Fire Protection	850-X-1000	DEWATERING BUILDING FIRE ALARM PANEL WIRING AND RISER DIAGRAM
334	900	Architecture	900-A-1000	MAINTENANCE BUILDING ARCHITECTURAL FLOOR PLAN
335	900	HVAC	900-H-1000	MAINTENANCE BUILDING ARCHITECTURAL HVAC PLAN
336	900	HVAC	900-H-2000	MAINTENANCE BUILDING HVAC DETAILS
337	900	HVAC	900-H-3000	MAINTENANCE BUILDING HVAC AIR FLOW SCHEMATICS
338	900	Electrical	900-E-1000	MAINTENANCE BUILDING ELECTRICAL FACILITY PLAN
339	900	Electrical	900-E-3000	MAINTENANCE BUILDING BUILDING ELECTRICAL PANEL SCHEDULES
340	900	Fire Protection	900-X-1000	MAINTENANCE BUILDING FIRE PROTECTION SPRINKLER PLANS
341	900	Fire Protection	900-X-1000	MAINTENANCE BUILDING FIRE PROTECTION DETAILS AND SCHEDULES
342	950	Structural	950-R-1000	EXISTING HEADWORKS BUILDING DEMOLITION PLAN





Attachment 3 - Fee Estimate
Engineering Services for Wellington WWTP
Improvements and Expansion Revision:
December 2, 2020

Attachment 3 - Fee Estimate

Engineering Services for Wellington WWTP

Improvements and Expansion Revision:

December 2, 2020

			Key Staff																						
			Kile Snider Project Manager	Steve Tamburini Design Manager	Bruce Johnson STC	Richard Saxton Senior Advisor	Senior Structural Engineer	Alex Sutherland Structural Engineer	Structural Engineering Tech	David Jessup Structural QA/QC	Mark Powell Architectural Engineer	Architectural Engineer Tech	Steve Silkworth Architectural QA/QC	Brad Schut Process Mechanical Headworks Facility Lead	Heather Stewart Process Mechanical Aeration Basins Facility Lead	Process Mechanical RAS/WAS/Blower Facility Lead	Alena Fernandez Process Mechanical Secondary Clarifiers Facility Lead	Process Mechanical UV Disinfection Facility Lead	Feng Xiang Process Mechanical Aerobic Digester and Dewatering Facility Lead	Process Mechanical Tech	Process Mechanical Tech	Jeanne Work Plant Hydraulics	Steve Polson Process Mechanical QA/QC	Jim Landman Electrial Engineer	
Task	Subtask	Task Description																							
		Billing Rate	\$230.00	\$195.00	\$250.00	\$230.00	\$195.00	\$143.00	\$127.00	\$215.00	\$195.00	\$122.00	\$215.00	\$170.00	\$143.00	\$170.00	\$195.00	\$143.00	\$127.00	\$127.00	\$100.00	\$215.00	\$215.00	\$215.00	
Wellington WWTP Design Services																									
Task 1 - Design Phase Project Management			777	116	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0
Task 2 - CDPHE and SRF Coordination			145	48	0	0	0	0	0	0	0	0	0	0	220	0	0	216	325	0	0	0	0	0	0
Task 3 - 30-Percent Schematic Design (SD) Submittal			64	200	52	20	80	104	200	12	108	132	6	112	168	88	54	128	72	228	240	128	28	48	48
Task 4 - 60-Percent Design Plans and Specifications			60	160	24	24	220	280	550	24	180	280	16	140	130	150	88	120	120	400	420	20	40	60	60
Task 5 - 90 and 100-Percent Design Development Submittal			120	240	120	40	300	320	640	44	380	520	44	120	108	132	75	108	108	300	330	0	36	200	200
Task 6 - Services During Construction			1,451	1,730	12	30	32	300	31	0	376	32	0	246	274	246	104	1,454	334	70	0	0	0	86	86
Totals			2,617	2,494	208	114	632	1,004	1,421	80	1,044	964	66	618	908	616	321	2,026	959	998	990	148	104	394	394

																					Labor Hour & Fee Summary									
Hassaan Idrees Electrical Engineer	Electrical Engineer Tech	Jonathan James Electrical Engineering QA/QC	Instrumentation and Controls Engineer	Skylor Alaska I&C Tech	Jay Hardison I&C QA/QC	Sang Nguyen Civil Engineer	Robert Townsend Civil Engineer	Civil Engineering Tech	Erik Neprud Civil Engineering QA/QC	HVAC/Plumbing Engineer	Tyler White HVAC/Plumbing Tech/PAL	Scott Hoffman HVAC/Plumbing QA/QC	Dave Curran Geotechnical Engineer	Criag Vanhorn Corrosion Engineer	Specifications Technician	Ed Meyer Cost Estimating	Resident Project Representative	Construction Submittal Clerk	Construction Engineering Services During Construction	Sandy Orren, Project Admin.	Labor Hours	Direct Labor Costs	Total Expenses	Outside Services	Total					
\$143.00	\$117.00	\$195.00	\$170.00	\$127.00	\$215.00	\$143.00	\$195.00	\$143.00	\$195.00	\$127.00	\$127.00	\$170.00	\$215.00	\$170.00	\$230.00	\$215.00	\$170.00	\$215.00	\$117.00	\$100.00										
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	901	\$202,359	\$0	\$0	\$202,359					
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	954	\$146,333	\$1,500	\$0	\$147,833					
64	72	16	128	218	8	74	0	335	4	48	108	8	56	0	40	0	0	0	0	80	3,531	\$542,585	\$2,900	\$33,600	\$579,085					
68	120	8	220	240	8	130	80	295	10	240	350	16	40	20	110	16	0	0	0	80	5,557	\$822,859	\$2,400	\$0	\$825,259					
210	410	44	210	200	36	170	100	255	32	360	560	32	8	32	260	32	0	0	0	80	7,316	\$1,125,564	\$3,400	\$0	\$1,128,964					
236	16	0	506	24	0	258	0	24	0	248	64	0	0	0	0	0	3,467	0	0	6	11,657	\$2,026,674	\$27,250	\$0	\$2,053,924					
578	618	68	1,064	682	52	632	180	909	46	896	1,082	56	104	52	410	48	3,467	0	0	246	29,915	\$4,866,374	\$37,450	\$33,600	\$4,937,424					

Attachment 4 - Labor Rates

Staffing Code	Representative Labor Category ¹	Project Rate
1,2	Principal Project Manager, Program Manager, Principal Technologist	\$250
3	Principal Project Manager, Principal Technologist	\$230
4	Senior Project Manager, Senior Technologist, Safety Manager, Senior Project Controls	\$215
5	Project Manager, Project Engineer 2, Project Scientist 2, Engineer Specialist, Environmental Compliance, Resident Project Representative 3	\$195
6	Project Engineer 1, Project Scientist 1, Resident Project Representative 2	\$170
7	Associate Engineer, Senior GIS Specialist, Resident Project Representative 1	\$143
8	Staff Engineer 2, GIS Specialist	\$127
9	Staff Engineer 1, Staff Scientist 1, Construction Inspector	\$122
11	Engineering Technician 5, CAD Designer 5, Publishing Technician 5, Environmental Technician 5	\$143
12	Engineering Technician 4, CAD Designer 4, Publishing Technician 4	\$127
13	Engineering Technician 3, CAD Designer 3, Publishing Technician 3	\$117
14	Engineering Technician 2, CAD Designer 2, Publishing Technician 2	\$106
15-19	Administrative Assistant, Project Assistant, Engineer Intern, Engineering Technician 1	\$100



2020 - 2021 US GEOSPATIAL HOURLY LABOR AND REIMBURSABLE EXPENSE RATES
(Rates Effective December 1, 2020 to December 31, 2021)

<u>Personnel Classification</u>	<u>Rate</u>	<u>Personnel Classification</u>	<u>Rate</u>
Survey Project Manager	\$ 186.00	Utility Investigator IV	\$ 103.00
Land Surveyor V	\$ 151.00	Utility Investigator III	\$ 87.00
Land Surveyor IV	\$ 136.00	Utility Investigator II	\$ 72.00
Land Surveyor III	\$ 116.00	Utility Investigator I	\$ 66.00
Land Surveyor II	\$ 98.00		
Land Surveyor I	\$ 78.00	GIS Technician III	\$ 146.00
		GIS Technician II	\$ 112.00
Chief of Parties	\$ 130.00	GIS Technician I	\$ 87.00
Party Chief II	\$ 113.00		
Party Chief I	\$ 98.00	Photogrammetrist III	\$ 156.00
Instrument Operator II	\$ 81.00	Photogrammetrist II	\$ 120.00
Instrument Operator I	\$ 68.00	Photogrammetrist I	\$ 91.00

DRAFT
Not for signing



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

REQUEST FOR PROPOSALS
DATED THIS 20th DAY OF NOVEMBER 2020

TOWN OF WELLINGTON
WASTEWATER TREATMENT PLANT EXPANSION
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION AND CONSTRUCTION SERVICES
GL No. 211-80-4061

The Town of Wellington (Town) is accepting proposals from qualified Contractors to provide Preconstruction and Construction Services using a Construction Manager at Risk (CMAR) delivery method for the expansion to Wellington's Wastewater Treatment Plant (WWTP). The selected CMAR will work with the Town and the design engineer throughout the duration of the project. The Town is currently negotiating with Jacobs Engineering Group, Inc. (Jacobs) for design services. The Town intends to award one contract to the most qualified CMAR.

Sealed proposals, including five (5) paper copies and one (1) digital copy in PDF format on CD or USB drive, will be received by the Town until 2:00 PM local time on Wednesday, December 23, 2020 (closing date and time). Other key dates and times are indicated below. Proposals received after the closing date and time will not be accepted and will be returned to the sender unopened. Proposals shall be received in a sealed package clearly marked, "Proposal: WWTP Expansion CMAR" and delivered to the following address:

Wellington Town Hall
ATTN: Dave Myer, PE, Engineer II
3735 Cleveland Avenue
Wellington, Colorado, 80549

Request for Proposals Announcement Friday, November 20, 2020
Pre-Proposal Meeting.....None
Questions/Inquires ClosedWednesday, December 16, 2020, 12:00 PM
Last Addenda IssuedWednesday, December 16, 2020, 5:00 PM
Proposal DeadlineWednesday, December 23, 2020, 2:00 PM

Inquires and Addenda

Questions and site visit requests may be presented up to Wednesday, December 16, 2020, 12:00 AM and may be submitted by email or phone to the following Town staff:

Dave Myer, PE
Engineer II
970-966-4238 (mobile)
myerdk@wellingtoncolorado.gov

Mike Flores
Plant Operator
970-413-0645 (mobile)
970-568-3276 (plant office)
floresma@wellingtoncolorado.gov

Any addenda issued to this RFP will be distributed to all RFP holders that have submitted the proper request form. No addenda to this RFP will be issued by the Town after Wednesday, December 16, 2020, 5:00 PM.

Background

The Wellington WWTP is located at 6190 NE Frontage Road, Wellington, Colorado 80549. The plant is an extended aeration activated sludge facility that serves a current population of about 11,000. Plant effluent discharges to Boxelder Creek under Colorado Discharge Permit System, No. CO-0046451. The WWTP is permitted at 0.90 MGD for hydraulic flow and 2,627 BOD per day for organic loading. The plant contains the following treatment processes: screening, grit removal, influent pumping, aeration, secondary clarification, UV disinfection, aerobic digester, sludge dewatering, and sludge air drying.

A master plan for the WWTP, currently being finalized by Jacobs, determined that the existing plant is operating very close to its rated capacities which is triggering the need for prompt expansion design and construction. The final version of the WWTP master plan is expected to be delivered by mid-December.

The plant's current capacity is primarily limited by its ability to treat the organic loading, or Biological Oxygen Demand (BOD). BOD loadings have occasionally exceeded the State's trigger point of 80 percent capacity for commencing design of an expansion. The limiting factors for the biological treatment are the oxygen transfer capacity and solids loading rate on the secondary clarifiers. Hydraulic loadings at the plant during summer have also been peaking at nearly 80 percent of the plant's capacity.

The expansion would maintain conventional activated sludge treatment and is expected to at least double the existing capacities to serve a population of about 25,000 through 2033. Facilities added are expected to include new buildings (Headworks, Ultraviolet (UV) Building, RAS/WAS Building, Administration), secondary clarifiers, aeration basin, and expansions to the existing aerobic digester and drying beds. Other improvements may include launder covers for the secondary clarifiers, access road paving, and landscaping and irrigation (using the plant's non-pot water system). The main treatment system of the existing plant would remain in service while new facilities are being constructed.

A preliminary layout of proposed improvements extracted from the draft master plan is presented in Figure 1. The plant's existing facilities are highlighted in purple. The items highlighted in teal

represent the facilities expected to be added for this expansion. Facilities for future expansions are highlighted in grey and red.



Figure 1: WWTP Site Layout of Expansions (current expansion facilities shown in teal)

Schedule

The Town is currently negotiating with Jacobs for design phase and construction management services. Negotiations and contract approval by the Town Board are expected to occur through early December. Provided negotiations are successful, a design kickoff meeting is scheduled to take place in mid-December. The Town has also recently awarded a contract with Jacobs for the Wastewater Utility Plan, which is a regulatory requirement for the plant's expansion.

The Town expects a partnering relationship with the selected CMAR and the design engineer. These three parties are expected to work as a team where trust and teamwork prevents disputes, fosters a cooperative bond to everyone's benefit, and facilitates the completion of a successful project.

Pending review of proposals and potential interviews, the final selection of the CMAR is anticipated to occur by late January 2021. Contract negotiations and Town Board approval will follow. The Town is anticipating having the CMAR under contract by late-February where the design is scheduled to be nearing the 30 percent level.

A project schedule prepared by Jacobs as part of the master plan is presented on Figure 2. Engineering and construction timelines are shown. Funding for this project is still being determined by the Town's Finance Department but is anticipated to involve a State Revolving Fund (SRF) loan. Regulatory and financial submission requirements to State agencies are indicated on the schedule. The CMAR and design engineer must be able to work together closely and in a timely fashion to meet or exceed this schedule.

Key project dates from the schedule are as follows:

CMAR Selection.....	January 2021
Preconstruction Notice to Proceed.....	February 2021
30% Opinion of Probable Construction Cost.....	May 2021
60% Opinion of Probable Construction Cost.....	September 2021
Guaranteed Maximum Price Development.....	September – December 2021
100% Engineering Plans and Specifications.....	December 2021
Construction Phase.....	Spring 2022 – January 2024

Scope of Services

The CMAR will have two primary tasks during the project: Preconstruction Services and Construction Services. The services for each task are expected to include but not be limited to the following:

Preconstruction Services:

- Participation in bi-weekly design meetings and design review with the Town and design engineer, providing comments on progressively completed construction drawings and specifications.
- Review design drawings and specifications at the 30 percent, 60 percent and 90 percent design levels with an emphasis on constructability, potentials for value engineering, and any phasing and sequencing recommendations.
- Provide opinions of probable costs based on design drawings and specifications at the 30 percent and 60 percent design levels.
- Prepare preliminary construction schedule that include identifying critical paths, procurement of materials and long lead equipment, permitting requirements and obtaining all permits necessary for construction, and coordination with the electrical utility provider for electrical service planning as needed.
- Provide open book pricing in development of a Guaranteed Maximum Price (GMP) based on the 90 percent design documents and obtain needed vendor bids for review and selection by the Town. Participate in a workshop to reconcile the GMP at 90 percent design. The Town reserves the right to change acceptance of the GMP to other levels of design and cost estimates.
- The Town reserves the right to competitively bid any portion of the project in the event a final GMP cannot be negotiated and qualified through third-party estimating. Should a third party estimate be obtained by the Town, if there be a dispute between any third-party estimate and the CMAR's GMP, a mutual agreement must be reached by all parties before the GMP will be accepted by the Town.

Construction Services:

- The CMAR will be responsible to provide construction means, methods, sequencing, scheduling, preparation of submittals, subcontractor and construction coordination, and selection of subcontractors to perform the work. A minimum of 50 percent of the construction work (excluding equipment purchase) must be self-performed.
- Provide qualified full-time site supervision and management of trade subcontractors to meet or exceed the defined project schedule.

- Provide cost controls and change order documentation for the Town and Engineer to review and approve.
- Maintain full transparency of all cost and supplying full back up documentation for cost of work and fee establishment during development of the GMP and any change orders.
- Provide construction scheduling, progress meeting attendance, and reporting according to Contract Documents and federal or state requirements.
- Adhere to any State and Federal requirements pertaining to the Town's acquisition of an SRF loan for the project, including, but not limited to Davis-Bacon wages, American Iron and Steel, and any other SRF requirements.
- Coordinate and engage in startup and commissioning processes outlined in the Contract Documents including but not limited to equipment and facility testing and startup, coordination with the Town and Engineer, coordination of vendor training, and be present on-site during startup to ensure all equipment and project components are operating and installed properly.
- Meet all licensing requirements as set forth by the Town, Larimer County or other jurisdictional authorities for both CMAR (General Contractor) and subcontracted work. Provide work that complies with the latest version of IBC standards, local building department standards, Water/Wastewater Development Standards (as applicable).
- Provide project closeout and services needed during the warranty period.

Information for Proposers

Proposal Format:

For uniformity of review and evaluation, please use the following format in the order listed in preparing your proposal.

1. Cover Letter and Table of Contents
 - a. Provide a brief introductory cover letter followed by a table of contents.
2. General Company Information
 - a. Describe the company's history, including address of corporate headquarters, regional office, and applicable local office, and number of years in business. Provide the following information for both the firm and the department/division of the firm responsible for the work, as applicable:
 - i. Gross revenue totals for the past five (5) fiscal years.
 - ii. Number of workdays without a lost time injury, both to date and longest on record.
 - iii. Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work relative to current, committed backlog. Indicate total bonding capacity, and single project limit and available bonding capacity
 - b. Identify any contract or subcontract held by the firm or officers of the firm which is currently in litigation or formal arbitration and/or which has been terminated for cause or by mutual consent within the last 5 years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last 5 years.

3. Project Approach

- a. Demonstrate an understanding of your standard approach to wastewater treatment plant preconstruction, construction, and maintaining of schedule. Elaborate on the preconstruction services that will be provided and the team's experience with this phase. Provide example(s) of schedules and timelines met on past projects of a similar nature.
- b. Demonstrate an understanding and familiarity with the CMAR approach and the Contractor's role in the process where the design will be approaching the 30 percent level when the CMAR contract begins. Describe your approach to developing a GMP. Discuss the value your firm adds as the CMAR to the project team.
- c. Identify any significant challenges seen with project completion or that might have an impact on cost, schedule, or quality. Detail your approach for resolving any issues or conflicts with the Owner or Engineer.
- d. Provide a list of trades your firm will likely use subcontractors for as part of this project. Include your relationships with each including past working relationships on past similar projects. Specifically focus on electrical subcontractors, and instrumentation and controls integrators. (Note that the Town reserves the right to prequalify subcontractors with the selected CMAR to ensure successful performance of work within their trade.)
- e. Describe the firm's approach to safety throughout the company and on the project site. Include details of any ongoing training programs. Provide the OSHA reportable accident rate on projects managed by the proposed superintendent or project manager over the three-year period. Provide a list of all projects in the last 5 years that have received an OSHA citation either to the General Contractor or subcontractor on the jobsite and provide a narrative of the citations. Provide details on any citations and describe the corrective action taken.

4. CMAR Costs and Fees

- a. Describe how your firm develops a typical fee. Provide a list of construction cost factors that are used to develop the cost of work. Include such items as overhead markup, profit markup, field office markup, subcontractor markup, materials markup, equipment rental rates and markup, and labor.
- b. Describe how your firm uses the markups and cost of work to develop the GMP project cost. The CMAR must include all known quantities when developing the GMP for the project. While developing the GMP, unknown circumstances and indeterminant quantities must be identified by the CMAR for discussion with the Town.
- c. The Town plans to issue a time and materials contract with a not to exceed limit with the selected CMAR for preconstruction services. A scope of work and fee will be negotiated with the selected CMAR. For the preconstruction services, provide a list of staff that your firm plans to assign to this project. Include their billing rate and an estimated percent of the total hours for the project your firm plans to use each staff.

5. Project Team and Location

- a. Identify the proposed project manager(s), superintendents, and key project team members and responsibilities. Provide a brief resume for each person. Indicate location(s) of your office(s) and personnel that will be performing and managing the work.

6. References

- a. Provide a brief project description and history of up to five (5) projects water and/or wastewater projects similar in scope to this project completed in the last ten (10) years. At least one of the projects presented should have a construction value over \$20 million.
- b. Highlight any previous CMAR project delivery methods used. Also, highlight projects that have used other alternative delivery methods other than design-bid-build.
- c. Identify the project's original schedule agreed upon at the time of signing the contract, the actual duration of construction, and any special characteristics of the project that affected delivery.
- d. Identify the project's original contract cost, cost at completion, and number of change orders and description of what triggered the change orders.

Evaluation of Proposals

Proposals will be evaluated on a combination of the criteria shown below which are intended as general guidelines for the selection committee's evaluation. Percentage weights are approximate. The Town may also request help from the design engineer in evaluation of the CMAR.

1. Qualifications of the Project Team (30-40%): Preference shall be given to those firms with key staff experience in wastewater treatment plant preconstruction design, construction, and familiarity with the CMAR approach and the Town of Wellington, Colorado.
2. Qualifications of the Contractor (20-30%): Preference shall be given to those firms with General Contractor experience in wastewater treatment plant preconstruction design, construction, CMAR project delivery, and demonstration of relevant project experience and references.
3. Project Approach (10-20%): Preference shall be given to those firms that demonstrate an effective understanding of the CMAR role and standard approach to preconstruction design and construction of a wastewater treatment plant expansion.
4. Location of Firm and Key Personnel (10-20%): Location(s) of key personnel that are conducive to proper and efficient management of this project will be considered.
5. Proposed Fees and Schedule (10-20%): Reasonableness of fees for proposed scope and schedule will be considered.

The Town reserves the right to evaluate the proposals in the manner deemed to be in the best interest of the Town. The Town is not required to take the lowest priced proposal. After

evaluation of proposals, the Town may either conduct interviews with selected CMAR for further evaluation, select CMAR for negotiations and contract award, or reissue the RFP. Selection of the CMAR made by the project selection committee may require final approval by the Board of Trustees.

Should the Town deem it necessary, the qualifications, experience, and expertise of the CMAR team and contents of the proposal will be considered in selecting firms to be interviewed. The interview should include such items such as a discussion of each firm's experience in wastewater treatment plant construction, CMAR project delivery approach, cost estimating, team introductions and qualifications, ability to furnish required services on schedule, and any use of alternative methods for furnishing required services. The Town will advise firms of the time and place of interviews at least 2 (two) weeks in advance. All key personnel should attend. The Town will arrange for social distancing requirements and other health and safety measures.

Rejection of Proposals

The Town reserves the right to reject any or all proposals, to waive irregularities in the proposals received, and accept any portion of any proposal if deemed in the best interest of the Town. Non-acceptance of a proposal will mean that one or more of the other proposals were deemed more advantageous to the Town or that all proposals were rejected.

Proposal Validity Time

Proposals may not be withdrawn and shall remain valid for a period of not less than ninety (90) calendar days from closing date and time.

Proprietary Information

Contractors may mark any specific information contained in their proposal that they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the Town and will not be returned.

Incurring costs

The Town will not be liable for any cost which the Consultant may incur in the preparation of the proposal.

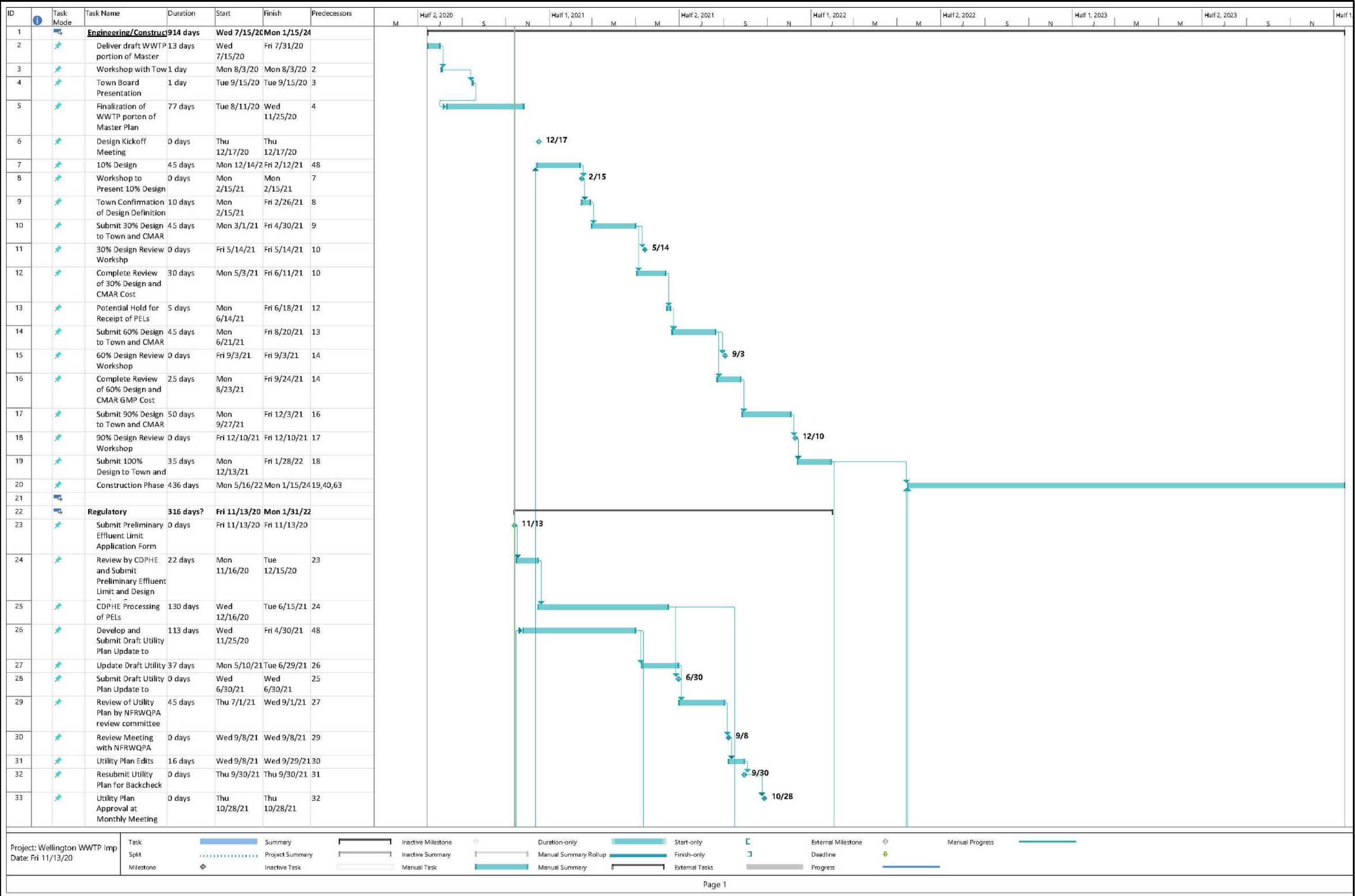


Figure 2: Project Schedule

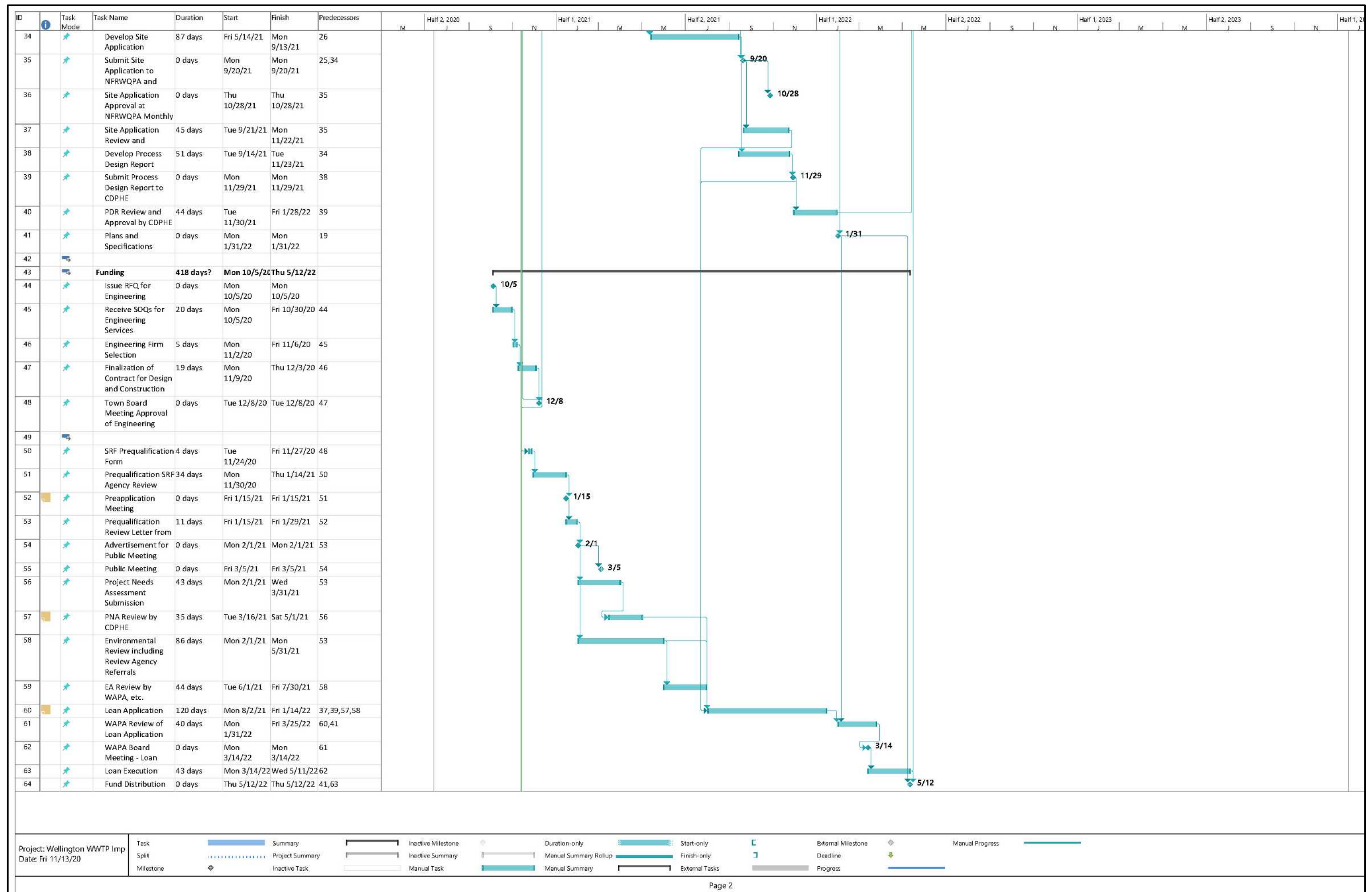


Figure 2: Project Schedule

Board of Trustees Meeting

Date: December 8, 2020
Submitted By: Judy Tippetts, Finance Director
Resolution No. 44-2020 - A Resolution Adopting Water Rates
Subject:

- **Staff presentation: Judi Tippetts, Finance Director**

EXECUTIVE SUMMARY

Base rate increased to \$66 per month. \$16 of this dollar amount will go towards debt service for the water plant expansion.

BACKGROUND / DISCUSSION

Per discussion from November 24, 2020.

STAFF RECOMMENDATION

Adoption of new water rates.

ATTACHMENTS

1. Water Rate Increase 12-8-2020

TOWN OF WELLINGTON

RESOLUTION NO. 44-2020

A RESOLUTION ESTABLISHING WATER CONTRIBUTION REQUIREMENTS FOR WATER TAPS SERVING RESIDENTIAL UNITS AND ESTABLISHING CASH IN-LIEU OF PAYMENTS FOR WATER CONTRIBUTION REQUIREMENTS FOR RESIDENTIAL UNITS.

WHEREAS, the Town Code (the “Town Code”) of the Town of Wellington, Colorado (the “Town”) provides that the Board of Trustees (the “Board”) of the Town shall set fees for various services provided by the Town by ordinance or resolution; and

WHEREAS, the Board set water fees, including by Resolution 12-2008, Resolution 8-2016 and Ordinance 6-2017, Resolution 34-2020; and

WHEREAS, a primary source of the Town’ Water supply originates from a 1983 Agreement (the NPIC Agreement”) entered into between the Town and North Poudre Irrigation Company (“NPIC”); and,

WHEREAS, the cost of water paid by the Town as provided for by NPIC Agreement is in part keyed to the cost of the capital stock of NPIC; and

WHEREAS, the cost of NPIC stock has risen dramatically since the 1983 Agreement was made and has further risen dramatically in the last several years; and

WHEREAS, the Town commissioned a water cost study in 2019; and

WHEREAS, reserves in the Towns Water Utility Fund has been depleted by funding substantial shortfalls in water costs over the last 6 years; and

WHEREAS, the Town Engineer and Town Treasurer were directed by the Board to provide an analysis of raw water requirements and costs and both have reported to the Board; and

WHEREAS, the Town faces possible and defaults if depletions of Water Fund reserves are not immediately addressed; and

WHEREAS, to address depletions in the water fund, the Town Treasurer has reported to the Town Board addressing necessary increases in water costs and to promote water savings has recommended a base water billing rate to be charged for each tap with further tiered water charges based on water use; and

WHEREAS, the Board recognizes that the Town’s Water Utility fund after the increases in water rates as set forth in this resolution, will, based on current costs, not generate additional positive balances and that additional water rate increases will be necessary to address continued completion depletion of reserves.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Trustees of the Town of Wellington, Colorado, that water users shall be charged beginning January 1, 2021, based on a monthly

base charge to be assessed against each Town water tap and a charge for metered water consumption at each tap, based on the following schedule:

Section 1. Water charges:

Base rate 66.00 to be charged monthly to each tap/tap holder.

Tier 1 \$4.56 per 1,000 gallons, for the first 15,000 gallons used in a monthly billing period;

Tier 2 : \$5.70 per 1,000 gallons, for gallon usage above 15,000 gallons but below 30,000 gallons used in a monthly billing period;

Tier 3: \$7.72 per 1,000 gallons, for gallon usage above 30,000 gallons used in a monthly billing period;

Section 2. Annual review of water rates. The Board shall review water rate charges and costs on at least an annual basis, no later than September 1 of each year to ascertain whether further rate adjustments may be necessary. If water costs diminish, including by modifications to the NPIC Agreement, or cost savings are otherwise realized the Board shall, at the time of the annual review evaluate whether water rates can be reduced.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
THIS 8th DAY OF DECEMBER, 2020.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: December 8, 2020
Submitted By: Judi Tippetts
Resolution No. 45-2020 - A Resolution Adopting the Fund Balance Policy
Subject:

- **Staff presentation: Judi Tippetts, Finance Director**

EXECUTIVE SUMMARY

Formalizing discussions shared in previous power point regarding fund balance policies.

BACKGROUND / DISCUSSION

Information presented via power point presentation. Modifying previous policy.

STAFF RECOMMENDATION

Adoption of 2020 Fund Balance Policy

ATTACHMENTS

1. Fund Balance Reso

TOWN OF WELLINGTON

RESOLUTION NO. 45-2020

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
WELLINGTON, COLORADO REPEALING RESOLUTION NO. 9-2019 AND
ADOPTING THE 2020 FUND BALANCE POLICY**

WHEREAS, the Town Board, Staff and Town Attorney have reviewed the 2019 version of the Wellington Fund Balance Policy and have made revisions, updating, clarifying and modifying such policy.

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

1. The 2020 version of the Fund Balance policy of the Town of Wellington, in the form attached to this Resolution, is adopted.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON THIS 8th DAY OF DECEMBER 2020.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Town of Wellington, Colorado Fund Balance Policy 2020

December 8th, 2020

Purpose

The Town of Wellington hereby establishes and will maintain reservations of fund balance as defined herein in accordance with Governmental Accounting Standards Board Statement No. 54 Fund Balance Reporting.

The Board recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the Town and is fiscally advantageous for both the Town and the taxpayer. This policy establishes goals and provides guidance concerning the desired level of fund balance maintained by the Town to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.

Minimum Level of Unassigned Fund Balance – General Fund, Enterprise Funds (Water, Wastewater and Storm Drainage) and Special Revenue Funds (Streets, Parks and Conservation Trust funds)

Unassigned fund balance will be maintained at a level sufficient to provide for the required resources to meet operating cost needs, to allow for unforeseen needs of an emergency nature, and to permit orderly adjustment to changes resulting from fluctuations of revenue sources. *The Town of Wellington, at a minimum, will maintain unrestricted budgetary fund balance of no less than four month (33%) of regular operating expenditures or 110% of debt service whichever is greater.*

Minimum Level of Unassigned Fund Balance – Library Trust Fund

The Library Trust fund, a private purpose trust fund, will have no minimum fund balance requirement other than the 3% TABOR reserve.

Replenishment Strategy

If the unassigned fund balance at fiscal year-end falls below the goal, the Town shall develop a replenishment strategy to achieve and maintain the minimum fund balance within one to three years. Specifically, factors influencing the replenishment time horizon include: the budgetary reasons behind the fund balance targets; recovering from an extreme event; political continuity; financial planning time horizons; long-term forecasts and economic conditions; and external financing expectations.

Revenue sources that would typically be looked to for replenishment of fund balance include nonrecurring revenues, budget surplus, excess resources in other funds (if legally permissible and there is a defensible rationale).

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the Board, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

In accordance with governmental accounting standards the Town's total fund balance is comprised of five components:

1. *Nonspendable Fund Balance* represents resources that are physically or legally in a nonspendable form such as inventory,
2. *Restricted Fund Balance* represents resources limited by state law or the provider such as grants or resources reported as "Stabilization by State Statute",
3. *Committed Fund Balance* represents resources previously committed by the Trustees for a particular purpose such as a project partially funded by grants,
4. *Assigned Fund Balance* represents resources assigned less formally for a particular purpose such as insurance reserves or subsequent year spending, and
5. *Unassigned Fund Balance* represents all remaining resources.

Annual Review and Determination of Fund Balance Reserve Amounts

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process and amounts of the minimum level of unassigned fund balance shall be determined during this process.

Supersedes: Resolution 9-2019, Adopted February 26th, 2019



Board of Trustees Meeting

Date: December 8, 2020
Submitted By: Judy Tippetts, Finance Director
Ordinance No. 21-2020 - An Ordinance Appropriating Sums of Money to Defray Expenses and Liabilities
Subject:

- Staff presentation: Judi Tippetts, Finance Director

EXECUTIVE SUMMARY

Ordinance Appropriating funds

BACKGROUND / DISCUSSION

Summary of final budget expenditures

STAFF RECOMMENDATION

Approve Ordinance

ATTACHMENTS

1. Appropriation Ordinance

TOWN OF WELLINGTON

ORDINANCE NO. 21-2020

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES OF THE TOWN OF WELLINGTON, COLORADO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING ON DECEMBER 31, 2021 AND DECLARING AN EMERGENCY.

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado has by ordinance made the proper tax levy upon each dollar of the total assessed 2020 valuation of all taxable property within the limits of the Town, such levy representing the amount of taxes for the Town's purposes necessary to provide for payments during the 2021 calendar year of all properly authorized demands upon the Treasury; and

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado, is now desirous of making appropriations for ensuing calendar year 2021; and

WHEREAS, the Board of Trustees is required by state law to adopt an annual appropriations ordinance prior to December 15, 2020,

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

SECTION 1. The following appropriations are hereby made for the Town of Wellington, Larimer County, Colorado, for the calendar year beginning January 1, 2021, and ending December 31, 2021:

General Fund	\$ 9,099,741
Street Fund	3,134,236
Water Fund	17,991,607
Sewer Fund	6,930,015
Storm Drainage Fund	954,749
Park Fund	2,195,165
Capital Projects Fund	<u>21,241,089</u>
TOTAL	\$61,546,602

SECTION 2. In the opinion of the Board of Trustees of the Town of Wellington, Larimer County, Colorado, this Ordinance is necessary for the immediate protection and preservation of the public safety, convenience, and general welfare, and it is enacted for that purpose and shall be in full force and effect after passage.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED PUBLISHED THIS 8TH DAY OF DECEMBER, 2020 AND ORDERED TO BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION.

Published in full in the Fort Collins Coloradoan on the ____ day of December, 2020.

TOWN OF WELLINGTON

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: December 8, 2020
Submitted By: Judy Tippetts, Finance Director
Ordinance No. 20-2020 - An Ordinance Levying General Property Taxes For the Taxable Year 2020
Subject:

- Staff presentation: Judi Tippetts, Finance Director

EXECUTIVE SUMMARY

Ordinance Levy General Property Taxes

BACKGROUND / DISCUSSION

Mill Levy Certification

STAFF RECOMMENDATION

Approve Ordinance

ATTACHMENTS

1. Ordinance Mill Levy

**TOWN OF WELLINGTON
ORDINANCE NO. 20-2020**

AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE TAXABLE YEAR 2020 TO DEFRAY COSTS OF GOVERNMENT FOR THE TOWN OF WELLINGTON, COLORADO, FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021.

WHEREAS, the Board of Trustees of the Town of Wellington has adopted the annual budget for the calendar year beginning January 1, 2021, and ending December 31, 2021, in accordance with the Local Government Budget Law, on December 8th, 2020; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from the property tax is **\$1,532,458**; and

WHEREAS, the amount of money necessary to balance the budget for bonds and interest from the property tax is **\$86,608**; and

WHEREAS, the 2020 valuation for assessment for the Town of Wellington as certified by Larimer County Assessor is **\$123,197,806**; and

WHEREAS, the Board of Trustees is required by C.R.S. 39-5-128, to certify the mill levy to the Larimer County Board of County Commissioners not later than December 15, 2020.

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

SECTION 1. That for the purpose of meeting all general operating expenses of Wellington, Colorado, during the calendar year beginning January 1, 2021 and ending December 31, 2021, there is hereby levied a tax of **12.439** mills upon each dollar of the total assessed valuation of all taxable property within the Town of Wellington for the year 2020.

SECTION 2. That for the purposes of meeting all bonds and interest expenses of Wellington, Colorado, during the calendar year beginning January 1, 2020 and ending December 31, 2020, there is hereby levied a tax of **0.703** mills upon each dollar of the total assessed valuation of all taxable property within the Town of Wellington for the year 2020.

SECTION 3. That the Town Clerk is hereby authorized and directed to immediately certify to the County Commissioners of Larimer County, Colorado, the total tax levy for the Town of Wellington, Colorado, as is herein set forth.

SECTION 4. In the opinion of the Board of Trustees of the Town of Wellington, Larimer County, Colorado, this Ordinance is necessary for the immediate protection and preservation of the public health, safety, convenience, and general welfare and it is enacted for that purpose and shall be in full force and effect after passage and publication.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED
PUBLISHED THIS 8th DAY OF DECEMBER, 2020, AND ORDERED TO BECOME EFFECTIVE IMMEDIATELY
UPON ADOPTION.

PUBLISHED IN FULL IN THE "Fort Collins Coloradoan" ON THE 8thth DAY OF December, 2020.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: December 8, 2020

Submitted By:

Ordinance No. 19-2020 - An Ordinance Adopting the Budget for the Town of Wellington, Colorado for 2021

Subject:

- **Staff presentation: Judi Tippetts, Finance Director**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Ordinance Adopting Budget
2. Budget
3. CIP
4. List of Wellington Studies

TOWN OF WELLINGTON

ORDINANCE 19-2020

AN ORDINANCE ADOPTING THE BUDGET FOR THE TOWN OF WELLINGTON, COLORADO FOR THE CALENDAR YEAR BEGINNING THE 1st DAY OF JANUARY, 2021, AND ENDING THE LAST DAY OF DECEMBER, 2021, ESTIMATING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY TAX LEVY BASED ON THE SAID BUDGET SO ADOPTED; ESTIMATING THE AMOUNT OF MONEY TO BE DERIVED FROM OTHER REVENUE SOURCES; SETTING FORTH ESTIMATED EXPENDITURES FOR EACH, AND DECLARING AN EMERGENCY.

WHEREAS, the Town Administrator has been designated to prepare the annual budget for Wellington, Colorado, for the calendar year beginning January 1, 2021, and ending December 31, 2021, and has prepared the said budget and has submitted it to the Board of Trustees; and

WHEREAS, the Board of Trustees has considered all relevant factors concerning the budget and made all adjustments to the budget deemed appropriate and proper; and

WHEREAS, the Board of Trustees is required by state law to adopt an annual budget prior to December 15, 2020,

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

SECTION 1. That the estimated revenue and funds available for the various funds of the Town of Wellington:

General Fund	\$11,938,116
Street Fund	4,370,478
Conservation Trust Fund	466,376
Water Fund	23,652,838
Sewer Fund	13,440,402
Storm Drainage Fund	1,524,296
Park Fund	4,546,939
Library Trust Fund	509,504
Capital Projects Fund	<u>21,241,090</u>
TOTAL	\$ 81,690,039

SECTION 2. That the estimated expenditures for each fund of the Town of Wellington are as follows:

General Fund	\$ 9,099,741
Street Fund	3,134,236
Water Fund	17,991,607
Sewer Fund	6,930,015
Storm Drainage Fund	954,749
Parks Fund	2,195,165
Capital Projects Fund	<u>21,241,089</u>
TOTAL	\$61,546,602

'SECTION 3. That the budget for the Town of Wellington, Colorado for the calendar year beginning January 1, 2021 and ending December 31, 2021, as heretofore submitted to

the Board of Trustees by the Town Administrator, and as changed and amended by the Board of Trustees be, and the same hereby is adopted and approved as the budget for the Town of Wellington for the said fiscal year.

SECTION 4. That the budget herein approved and adopted shall be signed by the Mayor and the Town Clerk and made a part of the public records of the Town of Wellington.

SECTION 5. In the opinion of the Board of Trustees of the Town of Wellington , Larimer County, Colorado, this ordinance is necessary for the immediate protection and preservation of the public health, safety, convenience, and general welfare, and is enacted for that purpose and shall be in full force and effect after passage.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AND ORDERED PUBLISHED THIS 8TH DAY OF DECEMBER, 2020, AND ORDERED TO BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION.

Published in full in the Fort Collins Coloradoan on the ____ day of December, 2020.

TOWN OF WELLINGTON

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Memo

To: Mayor & Trustees
From: Judith Tippetts, Finance Director
Date: December 3rd, 2020
RE: Budget Update

The final budget presented for adoption reflects several updated numbers since the meeting on November 24th, 2020.

Revenue:

Building Material Use Tax revenue was increased to \$482,000, previously listed at \$70,000.
Property Tax revenue was increased to \$1,532,458, previously listed at \$1,512,412 (final mill levy received).

Expenditure:

Increased Board Discretionary Fund to include funding for volunteer appreciation \$5,000.
Capital Improvement project GF193, 3749 Harrison Expansion and Property Acquisition increased to \$1,300,000.
Capital Improvement project GF203, Town Hall current year spending reduced to \$20,000.



TOWN OF
WELLINGTON

A photograph of a street scene in Wellington. On the left, a large tree trunk is visible. In the center, a brick building with a red and white striped awning over its entrance. A black bench is on the sidewalk to the left of the building. A large potted plant with white and red flowers sits on the sidewalk in front of the building. The street is paved and leads into the distance.

2021 TOWN OF WELLINGTON
DRAFT BUDGET

Governmental Funds
2021 Fund Projections
Overview

Revenues	10,574,325
Expenditures	
Operating cost	8,608,181
Administration/Overhead	1,081,755
Debt Service	269,460
CIP projects	4,469,745
Total Expenditure	14,429,141
Amount Available	(3,854,817)
Projected 2020 FB	12,405,553
Projected 2021 Ending FB	9,440,381
Required FB	3,196,029

General Fund
2021 Fund Projections
Overview

Revenues	
Property Tax:	1,532,458
Sales Tax:	1,894,029
Building Material Use Tax:	482,500
Severance Taxes/Mineral Lea:	42,538
Franchise Fees:	187,000
Building Permits:	126,500
Business Licenses:	31,660
Land Use Fees:	61,000
Court Fines:	8,500
Misc. Other Revenues:	89,200
Transfer:	
From Streets	547,077
From Water	1,222,301
From Sewer	765,145
From Drainage	136,898
From Parks	534,679
Total Revenue	7,661,484
Expenses	
Operating cost	7,147,563
CIP projects	1,952,178
Total Expenditure	9,099,741
Amount Available	(1,438,257)
Projected 2020 FB	7,482,732
Projected 2021 Ending FB	6,201,428
Required FB	2,357,046

Streets Fund
2021 Fund Projections
Overview

Revenues

Sales Tax	340,000
Road Impact Fee:	170,000
Motor Vehicle Spec. Ownership:	90,000
Motor Vehicle Registration Tax:	25,000
Motor Vehicle Use Tax:	500,000
Highway Users Tax:	263,000
Developer Road Fee Escrow	51,000
Street Cut Permits	7,000
Sale of Assets	1,000
Investment earnings	15,000
Road & Bridge Tax:	38,000
Total Revenue	1,500,000

Expenses

Admin/OH	547,077
Operating cost	335,592
CIP projects	2,251,567
Total Expenditure	3,134,236

Amount Available (1,634,236)

Projected 2020 FB	2,323,401
Projected 2021 Ending FB	689,165
Required FB	291,281

Parks Fund
2021 Fund Projections
Overview

Revenues	
Sales Tax:	473,507
Use Tax on Construction Materials	172,333
Motor Vehicle Use Tax	100,000
Park Impact Fee:	100,000
Trails Impact Fee:	45,000
Open Space Sales Tax:	270,000
Recreation Fees/Sales:	32,000
Conservation Trust Fund	200,000
Investment Earnings	20,000
Total Revenue	1,412,840
Expenses	
Admin/OH	534,679
Operating cost	1,125,026
Debt Service	269,460
CIP projects	266,000
Total Expenditure	2,195,164
Amount Available	(782,324)
Projected 2020 FB	2,599,420
Projected 2021 Ending FB	1,817,096
Required FB	547,702

Water Fund
2021 Fund Projections
Overview

Revenues	
Water Sales	5,135,866
Investments	150,000
Raw Water Tap Fee	2,691,072
Tap Fees	750,000
Property Tax (Debt Service)	85,593
Total Revenue	8,812,531

Other Inflows	
CWRPDA Loan	7,850,000
Total Inflows	7,850,000

Total Revenue and Inflows	16,662,531
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Expenses	
Admin/OH	1,222,301
Operating cost	1,453,588
Water Purchase	2,058,854
Debt Service	1,621,453
CIP projects	11,635,411
Total Expenditure	17,991,607

Amount Available	(1,329,076)
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Projected 2020 FB	16,910,427
Projected 2021 Ending FB	15,581,350
*Required FB	2,671,652

*Fund Balance is Broken out into two categories:

Raw Water Tap Fees	4,438,929
Tap Fees	11,142,421

Sewer Fund
2021 Fund Projections
Overview

Revenues	
Sewer Services	1,442,295
Investments	166,000
Tap Fees	750,000
Total Revenue	2,358,295

Expenses	
Admin/OH	765,145
Operating cost	832,535
Debt Service	507,752
CIP projects	4,824,583
Total Expenditure	6,930,015

Amount Available	(4,571,720)
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Projected 2020 FB	10,316,962
Projected 2021 Ending FB	5,745,241
Required FB	527,234

Drainage Fund
2021 Fund Projections
Overview

Revenues	
Drainage Services	265,000
Grants	112,000
Investments	10,000
Motor Vehicle/Bridge Tax	16,400
Tap Fees	84,000
Total Revenue	487,400
Expenses	
Admin/OH	136,898
Operating cost	26,500
Debt Service	-
CIP projects	311,351
Total Expenditure	474,749
Authority Income	480,000.00
Authority Expenditure	480,000.00
	-
Amount Available	12,651
Projected 2020 FB	419,998
Projected 2021 Ending FB	432,649
Required FB	53,921

Legislative Board

The Board of Trustees acts as the governing body and legislative branch for the Town of Wellington's government and develops public policy consistent with the needs of the community by way of enacting ordinances, formal motions, and resolutions which provide direction to the Town Administrator.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	11,659	11,659	0.0%
Materials & Supplies	20,500	55,000	168.3%
Operations & Maintenance	61,986	151,200	143.9%
Total	94,145	217,859	131.4%

Authorized Personnel FTE	2019 Budgeted	2020 Budgeted	2021 Proposed
Mayor	1	1	1
Council	6	6	6
Total	7	7	7

LEGISLATIVE
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 11					
Compensation & Benefits					
201-11-5102	Benefits	859	859	859	859
201-11-5107	Elected Official Compensation	10,520	-	10,800	10,800
		11,378	859	11,659	11,659
Materials & Supplies					
201-11-5414	Election Expense	-	10,683	20,500	55,000
		-	10,683	20,500	55,000
Operations & Maintenance					
201-11-5331	Publishing & Legal Notice	1,420	2,159	1,486	1,200
201-11-5335	Dues & Subscriptions	950	-	2,500	2,500
201-11-5352	Municipal Legal Services	11,311	-	35,000	35,000
201-11-5363	R&M Computer/Office Equipment	910	3,556	-	1,000
201-11-5380	Travel & Training	3,877	1,553	10,000	10,000
201-11-5950	Board Outreach	-	79	3,000	86,800
201-11-5951	Board Discretionary Fund	-	479	10,000	12,000
201-11-5495	Miscellaneous	522	58	-	-
201-11-5530	Code Review & Update	950	3,346	-	2,700
		19,942	11,230	61,986	151,200
TOTAL EXPENDITURES		31,320	22,772	94,145	217,859

Judicial

The Municipal Court maintains files on all citations issued by the Larimer County Sheriff Department and Code Enforcement for violations of municipal law; hears all cases involving said violations and reports all applicable convictions to the Department of Motor Vehicle's Licensing Bureau. Records are maintained in such a manner to assure that all sentences are processed in a legal and timely manner according to state law.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	8,379	-	-100.0%
Materials & Supplies	2,500	2,500	0.0%
Operations & Maintenance	27,600	22,100	-19.9%
Total	38,479	24,600	-36.1%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Court Clerk	0.25	0.25	0
Total	0.25	0.25	0

JUDICIAL
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 12					
Compensation & Benefits					
201-12-5100	Wages & Salaries	5,368	479	5,472	-
201-12-5102	Benefits	2,406	260	2,907	-
		7,775	739	8,379	-
Materials & Supplies					
201-12-5214	Office Supplies	-	618	2,500	2,500
		-	618	2,500	2,500
Operations & Maintenance					
201-12-5109	Magistrate	9,000	9,000	9,000	9,000
201-12-5349	Court Clerk	-	-	-	-
201-12-5359	Prosecuting Attorney	7,197	4,283	15,000	7,500
201-12-5380	Travel & Training	494	142	3,600	3,600
201-12-5495	Miscellaneous	1,499	-	-	-
201-12-5498	Court Appointed Counsel	-	-	-	1,000
201-12-5499	Translator Fees	-	150	-	1,000
		18,191	13,575	27,600	22,100
TOTAL EXPENDITURES		25,966	14,932	38,479	24,600

Administration

The Town Administrator is appointed by the Board of Trustees and serves as the chief administrative officer of the organization. The Town Administrator's Office is responsible for providing direction on day-to-day operations, overseeing and implementing organizational policies, laws and Town ordinances, providing the Board of Trustees support, implementing organizational goals, appointing department directors and the development and submission of the annual budget to the Board of Trustees.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	267,020	471,970	76.8%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	76,700	165,100	115.3%
Total	343,720	637,070	85.3%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Town Administrator	1	1	1
Assistant Town Administrator	1	1	1
Management Analysis	0	0	1
Communication and Marketin	0	1	1
Total	2	3	4

ADMINISTRATION
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 13					
Compensation & Benefits					
201-13-5100	Wages & Salaries	210,596	215,858	221,328	388,725
201-13-5102	Benefits	39,222	30,289	45,692	83,245
		249,818	246,147	267,020	471,970
Materials & Supplies					
Operations & Maintenance					
201-13-5331	Publishing & Legal Notices	809	-	2,200	1,500
201-13-5335	Dues & Subscription	10,312	6,000	8,000	8,000
201-13-5336	Public Relations	602	57	-	600
201-13-5348	Legal/Eng.-Water Rights Issues	-	-	-	-
201-13-5352	Legal Services	47,345	89,597	25,000	75,000
201-13-5356	Professional Fees	9,349	14,000	35,000	25,000
201-13-5363	R&M Computer/Office Equipment	-	-	-	50,000
201-13-5381	Mileage Reimbursement	415	-	1,500	-
201-13-5496	Community Relations	535	1,000	5,000	5,000
		69,368	110,654	76,700	165,100
TOTAL EXPENDITURES		319,185	356,801	343,720	637,070

Finance

The Finance Department manages and accounts for the Town's financial resources. This department prepares and monitors the annual budget, invests Town funds to protect assets, maintains fiscal liquidity and maximizes income in compliance with all governing financial and accounting laws.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	460,933	468,443	1.6%
Materials & Supplies	32,500	28,400	-12.6%
Operations & Maintenance	239,693	224,900	-6.2%
Total	733,126	721,743	-1.6%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Finance Director	1.00	1.00	1.00
Assistant Finance Director	1.00	1.00	1.00
Accounts Payable Clerk	0.75	0.75	1.00
Utility Services	1.00	1.00	1.00
Payroll Specialist	-	1.00	1.00
Total	3.75	4.75	5.00

FINANCE
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 14					
Compensation & Benefits					
201-14-5100	Wages & Salaries	261,963	222,684	328,657	366,948
201-14-5102	Benefits	89,912	89,283	132,276	101,495
		351,875	311,967	460,933	468,443
Materials & Supplies					
201-14-5311	Postage	23,733	2,128	5,000	2,400
201-14-5321	Printing Services	380	28,394	27,500	26,000
		24,113	30,522	32,500	28,400
Operations & Maintenance					
201-14-5155	Road & Bridge Tax IGA	-	-	16,000	-
201-14-5510	Insurance and Bonds	140,346	119,068	134,833	148,000
201-14-5353	Accounting & Audit	19,640	24,400	24,400	27,000
201-14-5335	Dues and Subscriptions	-	151	3,000	3,500
201-14-5338	Bank Service Charge	312	-	1,000	-
201-14-5363	R&M Computer/Office Equip	-	2,247	-	1,500
201-14-5378	Office Space Rental	14,795	1,361	15,840	3,000
201-14-5380	Travel and Training	-	2,500	10,250	10,500
201-14-5381	Mileage Reimbursement	168	35	800	-
201-14-5560	County Treas. Fees	22,218	21,000	33,070	30,000
201-14-5640	Paying Agent Fee	500	500	500	1,200
201-14-5733	Traffic Signals	69,597	-	-	-
201-14-5950	Document Shredding	180	20	-	200
		267,756	171,282	239,693	224,900
TOTAL EXPENDITURES		643,745	513,771	733,126	721,743

Customer Service

The Customer Service Department provides newcomers and longtime customers information to Town operations and services. The Deputy Town Clerk is the record keeper for the town and is responsible for elections, building permits, liquor licenses, and the municipal code.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	155,977	170,207	9.12%
Materials & Supplies	6,500	8,500	30.77%
Operations & Maintenance	3,800	7,950	109.21%
Total	166,277	186,657	12.26%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Administrative Assistant	1.00	1.00	1.00
Town Clerk	1.00	1.00	1.00
Total	2.00	2.00	2.00

CUSTOMER SERVICE
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 15					
Compensation & Benefits					
201-15-5100	Wages and Salaries	112,722	152,106	114,901	133,175
201-15-5102	Benefits	27,516	30,213	41,076	37,032
		<u>140,237</u>	<u>182,318</u>	<u>155,977</u>	<u>170,207</u>
Materials & Supplies					
201-15-5214	Office Supplies	6,750	6,000	6,000	6,000
201-15-5363	R&M Computer/Office Equip.	1,931	16,318	500	2,500
		<u>8,681</u>	<u>22,318</u>	<u>6,500</u>	<u>8,500</u>
Operations & Maintenance					
201-15-5105	Temporary Employment Services	-	16,500	-	-
201-15-5331	Publishing & Legal Notices	104	-	-	-
201-15-5335	Dues & Subscriptions	-	-	-	400
201-15-5380	Travel & Training	-	-	-	3,500
201-15-5381	Mileage Reimbursement	-	-	300	300
201-15-5495	Miscellaneous	6,424	1,238	3,500	3,500
201-15-5948	Employee Apparel	-	-	-	250
		<u>6,528</u>	<u>17,738</u>	<u>3,800</u>	<u>7,950</u>
TOTAL EXPENDITURES		<u>155,447</u>	<u>222,374</u>	<u>166,277</u>	<u>186,657</u>

Human Resources

The HR Manager is responsible for employee compensation and benefits administration; recruitment and; employee relations, training and development of staff; personnel policy development and interpretation.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	96,379	166,460	72.7%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	112,639	29,600	-73.7%
Total	209,018	196,060	-6.2%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Human Resources Manager	1.00	1.00	1.00
Administrative Assistant	-	-	0.50
Total	1.00	1.00	1.50

HUMAN RESOURCES
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 16					
Compensation & Benefits					
201-16-5100	Wages & Salaries	30,048	48,150	71,647	118,775
201-16-5102	Benefits	14,220	13,239	24,732	35,685
201-16-5103	Temporary Employment Services	-	-	-	12,000
		44,268	61,389	96,379	166,460
Materials & Supplies					
		-	-	-	-
Operations & Maintenance					
201-16-5226	Executive Search	1,976	43,301	10,900	-
201-16-5356	Professional Fees	-	6,000	25,000	2,400
201-16-5380	Travel & Training	41,389	18,000	65,239	4,000
201-16-5580	Employee Drug Testing	2,593	1,000	2,000	2,000
201-16-5582	Employee Wellness/Recognition	770	-	5,000	13,000
201-16-5583	Background Check	837	1,500	700	1,000
201-16-5948	Employee Apparel	2,070	3,000	3,000	4,800
201-16-5949	Employee Advertising	1,339	3,300	800	2,400
		50,974	76,101	112,639	29,600
TOTAL EXPENDITURES		95,242	137,490	209,018	196,060

Information Services

The Town of Wellington contracts out Information Systems services to an outside company. Through our contract, they support Town staff with IT Help Desk support, manage hardware and software needs for all departments, and maintain the security network environment.

The Town of Wellington contracts out Information System services to an third party vendor.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	73,459	0.0%
Materials & Supplies	125,000	140,000	12.0%
Operations & Maintenance	47,200	49,600	5.1%
Total	172,200	263,059	52.8%

Authorized Personnel FTE	2019 Budgeted	2020 Budgeted	2021 Proposed
IT Technician	-	-	1.00
Total	-	-	1.00

INFORMATION SERVICES
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 17					
Compensation & Benefits					
201-17-5100	Wages	-	-	-	55,850
201-17-5102	Benefits	-	-	-	17,609
		-	-	-	73,459
Materials & Supplies					
201-17-5579	Software License/Support	74,738	155,702	125,000	140,000
		74,738	155,702	125,000	140,000
Operations & Maintenance					
201-17-5345	Telephone Services	29,363	32,568	23,000	24,000
201-17-5585	Website Maintenance	23,328	5,091	10,000	6,000
201-17-5382	Network Administration	4,431	4,241	5,000	6,000
201-17-5384	Internet Service	5,402	11,115	5,200	10,000
201-17-5386	E-Mail Services	12,341	2,412	-	-
201-17-5947	Copier Expense	2,033	2,785	4,000	3,600
		76,898	58,212	47,200	49,600
TOTAL EXPENDITURES		151,635	213,915	172,200	263,059

Planning and Zoning

The Planning and Development Department promotes healthy and sustainable growth by providing for the orderly growth of the community and the businesses within it. The department includes the Town Planner and Development Coordinator and provides oversight for contractual services for building plan review and inspections.

The Department is responsible for regulatory review of zoning and subdivision of land to assure compliance with the Town's Comprehensive Plan. Staff assist residents, property owners, businesses, and developers in understanding and applying the Town's plans and regulations. The department also facilitates meetings for the Planning Commission and Board of Adjustments; and provides professional expertise to other advisory boards and the Board of Trustees.

Activities include long-range and current planning, implementation of Wellington's Comprehensive Plan, site plan review and zoning administration. The department facilitates the development review process for all new developments and redevelopment activities. Development review includes coordination with contracted engineering services, building inspection services, as well as coordination with the Wellington Fire Protection District and other outside agencies as appropriate.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	247,167	404,288	63.6%
Materials & Supplies	9,000	13,500	50.0%
Operations & Maintenance	543,447	544,775	0.2%
Total	799,614	962,563	20.4%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Planning Director	1.00	1.00	1.00
Planning Coordinator	1.00	1.00	1.00
Planner II	-	1.00	1.00
Building Official	-	-	1.00
Total	2.00	3.00	4.00

PLANNING AND ZONING
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 18					
Personnel Services					
201-18-5100	Wages & Salaries	133,240	145,393	195,838	320,993
201-18-5102	Benefits	22,125	29,500	51,329	83,295
		155,365	174,893	247,167	404,288
Materials & Supplies					
201-18-5214	Office Supplies	769	7,781	7,500	11,000
201-18-5331	Recording & Legal Publishing	1,694	1,283	1,500	2,500
		2,463	9,064	9,000	13,500
Operations & Maintenance					
201-18-5335	Dues and Subscriptions	657	135	1,810	1,830
201-18-5350	Building Insp. Fee Remittance	320,608	532,389	450,000	450,000
201-18-5352	Legal Services	-	-	10,000	10,000
201-18-5354	Reimbursable Legal Services	-	-	2,500	2,500
201-18-5355	Engineering Services-Municipal	66,662	5,000	30,000	30,000
201-18-5356	Reimbursable Engineering Ser.	57,776	-	30,000	30,000
201-18-5357	Reimbursable Planning Services	1,049	-	10,000	10,000
201-18-5380	Travel & Training	2,154	1,200	7,387	9,965
201-18-5381	Mileage Reimbursement	119	300	1,750	480
201-18-5401	Grants/Loans - Consulting	-	-	-	-
201-18-5402	Development Review Consulting	-	-	-	-
201-18-5495	Miscellaneous	204	-	-	-
		449,229	539,024	543,447	544,775
TOTAL EXPENDITURES		607,057	722,981	799,614	962,563

Law Enforcement

The Town of Wellington contracts with the Larimer County Sheriff's Office for law enforcement services. The contract provides for a sergeant, a corporal and 8 deputies to provide patrol services for the town. Deputies assigned to Wellington focus on establishing a community-oriented police presence within the town. Deputies are responsible for traffic enforcement, criminal law enforcement, and providing limited animal control duties when the Town's Code Enforcement Officer is unavailable. They enforce Wellington's Municipal Ordinances in addition to applicable county, state and federal laws. Deputies in Wellington conduct their patrol duties using marked patrol cars, bicycles and foot patrols. The School Resource Officer instructs safety programs at the 3 schools located in Wellington, investigates criminal activity on school grounds and attends school activities

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	1,351,314	1,518,500	12.4%
Total	1,351,314	1,518,500	12.4%
Authorized Personnel FTE	2019 Budgeted	2020 Budgeted	2021 Proposed
Total	-	-	-

LAW ENFORCEMENT
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 21		-	-	-	-
Compensation & Benefits		-	-	-	-
Materials & Supplies		-	-	-	-
Operations & Maintenance		-	-	-	-
201-21-5364	LCSD - Personnel	1,225,660	1,031,031	1,031,031	1,500,000
201-21-5376	LCSD - Support Costs	140,571	300,783	300,783	-
201-21-5377	LCSD - Community Activities	1,047	1,000	1,500	1,000
201-21-5378	LCSD - Office Rental/Maint.	14,387	17,500	17,500	17,500
201-21-5495	LCSD - Miscellaneous	380	-	500	-
		1,382,046	1,350,314	1,351,314	1,518,500
TOTAL EXPENDITURES		1,382,046	1,350,314	1,351,314	1,518,500

Code Enforcement

The Neighborhood Services Officer ensures the Town's zoning, subdivision, nuisance, grading and drainage codes, and health and safety regulations are followed. Activities include conducting field investigations and inspections, gathering information, preparing reports, advising violators, issuing summonses, obtaining compliance or initiating legal action, responding to complaints, and testifying in court. The purpose of this position is to work together with residents and property owners to achieve a clean, safe, and aesthetically pleasing community which enhances the quality of life in Town of Wellington by ensuring proper compliance with Town codes, standards, and regulations.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	71,303	62,744	-12.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	20,200	14,242	-29.5%
Total	91,503	76,986	-15.9%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Neighborhood Service Officer	1.00	1.00	1.00
Total	1.00	1.00	1.00

CODE ENFORCEMENT
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 24					
Compensation & Benefits					
201-24-5100	Wages & Salaries	36,011	53,159	48,790	55,850
201-24-5102	Benefits	4,623	6,386	22,513	6,894
		40,634	59,545	71,303	62,744
Materials & Supplies					
		-	-	-	-
Operations & Maintenance					
201-24-5231	Fuel, Oil & Grease	5,832	4,211	5,700	6,042
201-24-5233	R&M - Machinery & Equip. Parts	-	1,000	300	-
201-24-5345	Telephone Services	1,273	1,088	1,200	1,200
201-24-5363	R&M Computer/Office Equip	-	564	-	-
201-24-5371	Cell Phone/Accessories	76	-	-	-
201-24-5372	Uniforms	-	60	-	-
201-24-5374	Humane Society Holding Charges	11,511	2,569	4,000	4,000
201-24-5375	Protective Insp. Equipment	828	1,500	3,000	3,000
201-24-5380	Travel & Training	-	1,000	6,000	-
201-24-5495	Miscellaneous	49	-	-	-
		19,568	11,992	20,200	14,242
TOTAL EXPENDITURES		60,202	71,537	91,503	76,986

Public Works

The Public Works Department is divided into 4 divisions: water, wastewater, public works, and engineering. This department oversees the Capital Improvement Program (CIP), water treatment, wastewater treatment, drainage systems, streets, facilities, parks, trails and fleet management. For 2019, the department has a staff of 13 permanent employees and 4 seasonal personnel. Public Works Department maintains over 60 miles of streets; sweeping, snow removal, patching, striping, crack sealing, etc. Public Works maintains over 33 miles of wastewater collections lines; 47 miles of water distribution lines; and numerous manholes, water valves, and fire hydrants; 161 acres of parks and 3.2 miles of trails.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	1,169,967	1,579,761	35.0%
Materials & Supplies	65,475	48,200	-26.4%
Operations & Maintenance	190,750	199,160	4.4%
Total	1,426,192	1,827,121	28.1%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Director of Public Works	1.00	1.00	1.00
Deputy Director	-	1.00	1.00
Administrative Assistant	1.00	1.00	1.00
Civil Engineer I	1.00	1.00	1.00
Civil Engineer II	1.00	1.00	1.00
Civil Engineer II	-	1.00	1.00
Public Works Superintendent	1.00	1.00	1.00
Mechanic	1.00	1.00	1.00
Maintenance III	1.00	1.00	1.00
Street Equipment Operator II	1.00	1.00	1.00
Equipment Operator I	1.00	1.00	1.00
Equipment Operator I	1.00	1.00	1.00
Maintenance I	1.00	1.00	1.00
Maintenance Operator II	1.00	1.00	1.00
Utility Distribution Collection	1.00	1.00	1.00
Utility Distribution Collection			
Meter Reader/Locator Inspect	0.50	0.50	-
Distribution Collection ORC	-	1.00	1.00
Total	13.50	16.50	17.00

PUBLIC WORKS
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 34					
Compensation & Benefits					
201-34-5100	Wages & Salaries	685,671	742,039	848,986	1,195,923
201-34-5102	Benefits	221,131	257,121	320,981	383,838
		<u>906,802</u>	<u>999,159</u>	<u>1,169,967</u>	<u>1,579,761</u>
Materials & Supplies					
201-34-5241	Shop Supplies	3,712	1,104	5,400	4,200
201-34-5372	Uniforms	1,680	24,743	25,425	18,000
201-34-5422	Small Tools	192	-	1,000	1,000
201-34-5941	PW Office Supplies	18,795	19,189	25,400	19,000
201-34-5947	Copier Expense	7,020	10,646	8,250	6,000
		<u>31,399</u>	<u>55,682</u>	<u>65,475</u>	<u>48,200</u>
Operations & Maintenance					
201-34-5213	Data Processing Supplies	111	-	-	-
201-34-5231	Fuel, Oil & Grease	1,944	1,404	2,500	2,500
201-34-5233	R&M- Machinery & Equip. Parts	993	2,481	2,500	2,500
201-34-5329	HOA Fees	360	300	360	360
201-34-5335	Dues & Subscriptions	2,032	4,804	5,400	4,000
201-34-5363	R&M Computer/Office Equip.	5,036	11,702	4,390	5,800
201-34-5370	Safety Workwear Allowance	-	1,000	1,600	1,200
201-34-5371	Cell Phone/Accessories	33	84	10,000	-
201-34-5380	Travel & Training	13	-	-	18,000
	Employee Recognition	-	-	-	1,800
201-34-5396	Weed/Refuse Clean Up	-	13	-	-
201-34-5398	Waste Collection Service	7,862	9,021	8,000	8,000
201-34-5402	Dev. Review/Misc. Consulting	2,205	-	40,000	40,000
201-34-5404	Big Event Grill	-	-	-	-
201-34-5456	Mosquito Control	9,400	10,600	15,000	15,000
201-34-5457	Rodent Control	-	-	1,000	-
201-34-5356	Professional Services	-	14	80,000	60,000
201-34-5495	Miscellaneous	221	96	-	-
201-34-5790	GIS/Mapping	4,463	21,960	20,000	40,000
		<u>34,672</u>	<u>63,478</u>	<u>190,750</u>	<u>199,160</u>
TOTAL EXPENDITURES		<u>972,873</u>	<u>1,118,320</u>	<u>1,426,192</u>	<u>1,827,121</u>

Cemetery

The Highland Cemetery is located at 9192 NE Frontage Road. The Town of Wellington performs all the routine operations and maintenances at the cemetery.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	2,500	5,000	100.0%
Operations & Maintenance	20,000	25,000	25.0%
Total	22,500	30,000	33.3%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Total	-	-	-

CEMETRY
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 42					
Personnel Services		-	-	-	-
		-	-	-	-
Materials & Supplies					
201-42-5423	Sand & Gravel & Road Base	-	404	2,500	5,000
		-	404	2,500	5,000
Operations & Maintenance					
201-42-5382	Grounds Maintenance Service	-	-	5,000	5,000
201-42-5454	Survey	12,921	-	15,000	20,000
		12,921	-	20,000	25,000
TOTAL EXPENDITURES		12,921	404	22,500	30,000

General Use Building & Community Center

These are buildings owned or leased by the Town for Town employees.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	13,500	27,200	101.5%
Operations & Maintenance	55,357	47,200	-14.7%
Total	68,857	74,400	8.1%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Total	-	-	-

GENERAL USE BUILDING & COMMUNITY CENTER SUMMARY
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 49					
Compensation & Benefits		-	-	-	-
Materials & Supplies					
201-49-5367	R&M Serv./Supplies - Buildings	15,133	25,000	12,500	25,000
201-49-5368	Cleaning Supplies	475	2,809	1,000	2,200
		15,608	27,809	13,500	27,200
Operations & Maintenance					
201-49-5341	Electricity	15,525	13,057	15,857	10,000
201-49-5342	Water	2,036	3,970	2,200	3,100
201-49-5343	Sewer	1,762	1,761	1,800	1,600
201-49-5344	Natural Gas - Heat	15,576	11,972	14,000	12,000
201-49-5346	Storm Drainage	2,680	2,627	3,000	2,500
201-49-5369	Janitorial Service	21,685	-	18,000	18,000
201-49-5495	Miscellaneous	-	-	500	-
201-49-5533	Equipment Rental	-	-	-	-
201-49-5994	TV/VCR/Projector	-	-	-	-
		59,264	33,387	55,357	47,200
TOTAL EXPENDITURES		74,873	61,196	68,857	74,400

Community Activities

The Wellington Community Activities Commission (CAC) is comprised of volunteers who want to give back to Wellington by giving their time and energy to coordinate community events. Annual events include the Easter Egg Hunt, Fishing Derby, 4th of July, Halloween Costume Contest, Veteran's Day, and the Parade of Lights.

Due to lack of community interest; eliminating the Valentine's Day Dance, Neighborhood Cleanup, Summer Movies in the Park, and Fall Dance

Increase to reflect the growth in popularity of the Easter Event for additional port-o-potties

Increase in 4th of July for traffic control expense and adding the car show to the budget.

The cost of ads in the North Forty have increase by \$60 per ad, the budget reflects this increase.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	90,910	77,910	-14.3%
Total	90,910	77,910	-14.3%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Total	-	-	-

COMMUNITY ACTIVITIES
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 50					
Compensation & Benefits		-	-	-	-
Materials & Supplies		-	-	-	-
Operations & Maintenance					
201-50-5150	9 Health Fair	-	-	-	-
201-50-5152	Boys & Girls Club Contribution	282	-	-	-
201-50-5187	Got What It Takes	-	-	-	-
201-50-5188	Eagles After Hours	5,048	5,000	5,000	-
201-50-5190	Car Show Expenditures	4,149	-	4,000	-
201-50-5192	CAC Program Expenditures	21,852	5,000	25,410	35,410
201-50-5193	Traffic & Crowd Control	4,000	4,500	4,500	-
201-50-5196	CAC Related Equipment	288	-	-	-
201-50-5222	Town Picnics / Parties	8,651	6,500	6,500	-
201-50-5495	Miscellaneous	100	-	-	-
201-50-5908	Holiday Lighting	3,117	5,000	5,000	2,500
201-50-5932	Fireworks	32,097	34,950	35,000	37,500
201-50-5933	Senior's Van	8,116	5,500	5,500	2,500
201-50-5934	Holiday Supplies	125	-	-	-
		87,825	66,450	90,910	77,910
TOTAL EXPENDITURES		87,825	66,450	90,910	77,910

Economic Development

As a newly formed department, the Economic Development Director encourages development that reflects and enhances Wellington's unique culture and historic characteristics. The Economic Development Director helps build a solid foundation to increase the Town's economic vitality, diversify the community's tax base, and strengthen the quality of life for our residents.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	127,829	-	-100.0%
Materials & Supplies	2,250	-	-100.0%
Operations & Maintenance	131,831	75,000	-43.1%
Total	261,910	75,000	-71.4%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Economic Development			
Director	1.00	1.00	-
Total	1.00	1.00	-

ECONOMIC DEVELOPMENT
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - S1					
Compensation & Benefits					
201-51-5100	Wages & Salaries	51,000	53,630	90,337	-
201-51-5102	Benefits	13,566	19,453	37,492	-
		64,566	73,082	127,829	-
Materials & Supplies					
201-51-5214	Office Supplies	173	1,257	600	-
201-51-5311	Postage	-	-	150	-
201-51-5321	Printing	537	236	1,500	-
		710	1,493	2,250	-
Operations & Maintenance					
201-51-5101	Seasonals	-	506	-	-
201-51-5154	Economic Development	-	9,610	10,000	-
201-51-5157	Main Street Project Contrib.	75,000	75,000	75,000	-
201-51-5335	Dues/Fees/Subscriptions	1,522	1,629	2,000	-
201-51-5356	Professional Fees	3,932	5,000	25,000	60,000
201-51-5363	R&M Computer/Office Expense	5,582	-	-	-
201-51-5380	Travel/Mileage	2,221	-	3,000	-
201-51-5381	Mileage Reimbursement	670	-	-	-
201-51-5401	Contracts Services/Marketing	52,923	12,000	16,831	15,000
201-51-5495	Miscellaneous	14,010	-	-	-
201-51-5785	CDOT Building Upgrades	(3,966)	-	-	-
		151,895	103,745	131,831	75,000
TOTAL EXPENDITURES		217,171	178,320	261,910	75,000

Library

The library operates out of the Leeper Center and is open 42.5 hours per week and has approximately 24,000 items available for use. The Wellington Public Library has a collection of materials of interest to children and adults. These items are available for check out and/or use within the library. Public access to the internet is provided to the public. The library offers fax, scanning, and copier service. Staff programs activities and educational content for adults, teens, and children.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	145,965	180,401	23.6%
Materials & Supplies	32,550	40,550	24.6%
Operations & Maintenance	24,825	22,085	-11.0%
Total	203,340	243,036	19.5%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Library Director	1.00	1.00	1.00
Assistant Library Director	0.75	0.75	0.75
Library Clerk	0.50	0.50	0.50
Library Clerk	0.50	0.50	0.50
Library Clerk	0.50	0.50	0.50
Total	3.25	3.25	3.25

LIBRARY
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 55					
Compensation & Benefits					
201-55-5100	Wages & Salaries	116,375	113,738	112,372	144,430
201-55-5102	Benefits	25,241	19,750	33,593	35,970
		141,616	133,489	145,965	180,401
Materials & Supplies					
201-55-5214	Office Supplies	4,364	4,054	6,000	9,000
201-55-5311	Postage	121	150	150	150
201-55-5312	Stamps	-	-	-	-
201-55-5321	Printing Services	-	-	400	400
201-55-5793	E-Books - Subscriptions	1,550	5,500	5,500	5,500
201-55-5900	Library Books	14,115	6,500	17,000	17,000
201-55-5901	Library Shelving & Furnishings	1,013	200	2,000	2,000
201-55-5902	Courier Service	822	1,201	1,500	1,500
201-55-5903	Grant Donation	4,499	5,202	-	5,000
		26,485	22,807	32,550	40,550
Operations & Maintenance					
201-55-5331	Publishing & Legal Notices	-	-	700	700
201-55-5333	Dues	-	-	200	200
201-55-5335	Subscriptions	412	158	1,000	1,000
201-55-5337	Summer Reading Program	1,231	600	1,500	3,500
201-55-5345	Telephone Services	1,308	-	1,650	1,650
201-55-5347	Story Time Supplies	-	165	200	200
201-55-5363	R&M Computer/Office Equip.	1,240	500	750	750
201-55-5380	Travel & Training	579	500	1,250	1,250
201-55-5384	Internet Service	1,312	1,200	2,200	1,000
201-55-5387	Special Event Supplies	128	-	375	375
201-55-5495	Miscellaneous	374	150	500	500
201-55-5579	Software License/Support	5,685	6,000	11,000	7,460
201-55-5792	Multi Media	2,033	1,000	3,500	3,500
		14,302	10,273	24,825	22,085
TOTAL EXPENDITURES		182,403	166,569	203,340	243,036

Transfer - General Fund

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	-	-	0.0%
Transfer	1,609,743	1,780,178	0.0%
Total	1,609,743	1,780,178	0.0%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Total	-	-	-

TRANSFER - GENERAL FUND
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 56					
Compensation & Benefits					
		-	-	-	-
Materials & Supplies					
		-	-	-	-
Operations & Maintenance					
		-	-	-	-
Transfer					
201-56-5001	Transfer to Capital Projects Fund	-	470,612	1,609,743	1,780,178
		-	470,612	1,609,743	1,780,178
TOTAL EXPENDITURES		-	470,612	1,609,743	1,780,178

Streets

The Street Divisions strives to ensure the safe and efficient movement of pedestrians, bicyclists, and motorists on public streets to the extent possible with signs and pavement markings. The Streets Division is responsibilities include:

Street patching
 Street painting
 Crack sealing
 Pothole repair
 Roadway weed control

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	18,000	18,000	0.0%
Operations & Maintenance	319,842	317,592	-0.7%
Transfer	1,580,388	2,798,644	77.1%
Total	1,918,230	3,134,236	63.4%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Total	-	-	-

STREETS
BUDGET SUMMARY

		EXPENDITURES			
		2019 ACTUAL	2020 PROJECTED	2020 BUDGETED	2021 BUDGETED
FUND/DIVISION - 203					
Compensation & Benefits		-	-	-	-
Materials & Supplies					
203-34-5214	Office Supplies	648	38	-	-
203-34-5241	Shop Supplies	6,046	3,231	7,000	7,000
203-34-5371	Cell Phone/Accessories	-	-	-	-
203-34-5422	Small Tools	213	2,271	3,000	3,000
203-34-5453	R&M Supplies - Street Sweeper	5,093	1,079	8,000	8,000
		12,000	6,619	18,000	18,000
Operations & Maintenance					
203-34-5231	Fuel, Oil & Grease	6,763	5,709	7,000	9,000
203-34-5233	R&M- Machinery & Equip. Parts	11,965	19,479	18,000	20,000
203-34-5240	Street Paint, Signs, & Parts	9,081	20,429	10,000	15,000
203-34-5244	Tires & Tubes	2,168	160	5,000	5,000
203-34-5341	Electricity	174,761	155,509	169,600	169,600
203-34-5342	Water	5,893	5,327	5,492	5,492
203-34-5355	Engineering Services	-	-	-	-
203-34-5356	Professional Services	1,600	-	-	-
203-34-5370	Safety Workwear Allowance	2,258	2,000	9,500	9,500
203-34-5372	Uniforms	1,841	-	-	-
203-34-5380	Travel & Training	1,000	-	-	-
203-34-5397	Weed Control	87	800	4,000	4,000
203-34-5423	Sand & Gravel & Roadbase	15,708	3,266	10,000	10,000
203-34-5424	Fabricated Material (Asphalt)	2,158	8,330	20,000	20,000
203-34-5425	Street Maint.-Crack Seal,etc.	3,830	-	10,000	10,000
203-34-5495	Miscellaneous	117	-	-	-
203-34-5533	Equipment Rental	552	1,500	3,000	3,000
203-34-5562	County Clerk Fees	41,089	37,500	27,250	32,000
203-34-5941	Safety & First Aid Kits	235	6,500	5,000	5,000
203-34-5943	Developer Escrow Refund	-	14,910	-	-
203-34-5942	Larimer County - I25 Improvement	15,697	-	16,000	-
		296,803	281,419	319,842	317,592
Transfer					
203-56-5000	Transfer to General Fund	549,862	506,938	506,938	547,077
203-56-5001	Transfer to Capital Projects Fund	-	656,440	1,073,450	2,251,567
		549,862	1,163,378	1,580,388	2,798,644
TOTAL EXPENDITURES		858,666	1,451,416	1,918,230	3,134,236

Water

The Water Division is dedicated to providing its customers with a safe, high quality and reliable water supply that meets or exceeds all federal and state drinking water requirements. The goal is to produce and distribute our product in the most efficient way, while maintaining and upgrading the system to meet future requirements. We are also committed to providing professional and courteous services to satisfy the diversified needs of our customers

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	438,063	403,288	-7.9%
Materials & Supplies	216,125	220,000	1.8%
Operations & Maintenance	1,571,982	2,889,154	83.8%
Debt Service	1,623,879	1,621,453	-0.1%
Transfer	19,431,682	12,857,712	-33.8%
Total	23,281,731	17,991,607	-22.7%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Water Plant Superintendent	1.00	1.00	1.00
Senior Water Operator	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Water Plant Operator I	1.00	1.00	1.00
Total	5.00	5.00	5.00

WATER
BUDGET SUMMARY

FUND/DIVISION - 204		EXPENDITURES			
		2019 ACTUAL	2020 PROJECTED	2020 BUDGETED	2021 BUDGETED
Compensation & Benefits					
204-34-5100	Wages & Salaries	206,359	219,877	308,228	302,760
204-34-5102	Benefits	59,585	74,858	129,835	100,528
		265,946	294,735	438,063	403,288
Materials & Supplies					
204-34-5214	Office Supplies	711	772	-	-
204-34-5221	Chemicals	148,514	175,631	175,000	175,000
204-34-5241	Shop Supplies	1,481	3,765	3,000	3,500
204-34-5370	Safety Workwear Allowance	2,242	2,000	8,125	9,000
204-34-5371	Cell Phone/Accessories	11	-	-	-
204-34-5422	Small Tools	1,887	2,000	5,000	7,500
204-34-5969	Lab Equipment	572	15,000	25,000	25,000
		155,418	201,170	216,125	220,000
Operations & Maintenance					
204-34-5227	Plant Utilities	29,073	11,339	36,000	35,000
204-34-5229	Drinking Water Program Fee	865	-	1,000	1,000
204-34-5231	Fuel, Oil, & Grease	12,183	8,421	12,000	12,000
204-34-5233	R&M- Machinery & Equip. Parts	4,553	16,893	15,000	18,000
204-34-5244	Tires & Tubes	-	-	4,000	2,000
204-34-5334	Water Testing	38,512	26,294	70,000	80,000
204-34-5339	On-Line Utility Bill Pay-Fees	52,836	27,942	31,032	34,000
204-34-5341	Electricity	95,222	75,923	85,418	100,000
204-34-5343	Telephone Service	233	1,000	780	800
204-34-5351	Permit Fees	580	1,500	1,500	1,500
204-34-5355	Engineering Services	-	-	-	-
204-34-5356	Professional Services	7,846	60,000	60,000	75,000
204-34-5372	Uniforms	3,619	439	-	-
204-34-5380	Travel & Training	5,027	3,000	12,750	11,000
204-34-5384	Internet Service	662	811	-	1,000
204-34-5401	Rate Study - Consulting	473	-	-	-
204-34-5423	Sand & Gravel & Road Base	-	-	3,000	3,000
204-34-5433	R&M Supp. / Serv. Plant	55,770	75,379	86,000	95,000
204-34-5434	R&M Supp. / Serv. Lines	8,947	22,404	25,000	30,000
204-34-5435	R&M Supp. / Serv. Hydrants	17,607	20,000	25,000	15,000
204-34-5436	R&M Supp. / Serv. Res. & Ditch	421	-	3,500	-
204-34-5439	R&M Supp. / Serv. Meters	7,389	-	-	-
204-34-5440	Sludge Removal	-	10,000	140,000	170,000
204-34-5455	Lab Supplies	5,954	8,400	8,400	10,000
204-34-5495	Miscellaneous	538	21,146	21,000	10,000
204-34-5533	Equipment Rental	-	-	2,000	5,000
204-34-5560	County Treas. Fees	1,849	2,027	2,000	2,000
204-34-5593	Raw Water Purchases	709,318	1,454,052	757,852	2,058,854
204-34-5594	Kano Effluent Fees	-	-	-	-
204-34-5742	Chlorine Diox. Feeder	-	-	-	-
204-34-5743	LV Bulbs and Sleeves	-	-	-	-
204-34-5745	Water Rights	9,558	-	-	-
204-34-5825	Hydrant Meter	25	-	4,000	1,000
204-34-5829	Leak Detection - Line/ Tanks	507	-	5,000	-
204-34-5903	Water Meters - New Homes	61,487	-	63,000	40,000
204-34-5941	Safety & First Aid Kits	2,253	15,000	25,000	20,000
204-34-5957	Alarm Monitor	-	-	-	-
204-34-5958	WTP Security/Monitor	-	-	32,500	35,000
204-34-5961	Sludge Pump	-	-	4,500	6,000
204-34-5968	Meter Replacement	40,427	-	33,750	20,000
204-82-5633	BP Raw Water Fee Reserve	-	-	-	-
		1,163,734	1,861,970	1,571,882	2,889,154
Transfer					
204-56-5000	Transfer to General Fund	706,970	908,674	908,674	1,222,301
204-56-5001	Transfer to Capital Projects Fund	-	3,838,350	18,523,008	11,635,411
		706,970	4,747,024	19,481,582	12,857,712
Debt Service					
204-90-5612	Barkadia - Bond Principal	-	24,000	24,000	25,000
204-90-5613	CWCB Loan-Principal	-	45,518	45,518	51,231
204-90-5622	Barkadia - Bond Interest	6,949	4,000	4,000	4,000
204-90-5623	CWCB Loan-Interest	12,772	12,075	12,075	6,392
204-90-5626	2001 - CWR&PDA Loan Principal	-	67,257	67,257	69,974
204-90-5627	2001 - CWR&PDA Loan Interest	10,028	6,265	6,265	3,348
204-90-5630	CWRPDA 2019 Series A Principal	-	1,006,798	1,006,798	1,025,372
204-90-5631	CWRPDA 2019 Series A Interest	324,061	457,966	457,966	435,966
		353,810	1,623,879	1,623,879	1,621,453
TOTAL EXPENDITURES		2,645,878	8,728,777	23,281,731	27,991,667

Sewer

Sewage collection and treatment is the responsibility of the Public Works Department. This division maintains and operates the Town's wastewater system

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	310,702	368,635	18.6%
Materials & Supplies	72,600	62,500	-13.9%
Operations & Maintenance	400,470	401,400	0.2%
Debt Service	536,440	507,752	-5.3%
Transfer	1,937,798	5,589,727	188.5%
Total	3,258,010	6,930,015	112.7%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Waste Water Superintendent	1.00	1.00	1.00
Waste Water Operator I	1.00	1.00	1.00
Waste Water Operator I	1.00	1.00	1.00
Waste Water Operator I	1.00	1.00	1.00
Total	4.00	4.00	4.00

SEWER
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 205					
Compensation & Benefits					
205-34-5100	Wages & Salaries	233,551	263,273	229,498	273,752
205-34-5102	Benefits	54,175	92,971	81,204	94,883
		297,726	356,244	310,702	368,635
Materials & Supplies					
205-34-5214	Office Supplies	117	14	-	-
205-34-5221	Chemicals	24,772	33,471	35,000	35,000
205-34-5233	R&M- Machinery & Equip. Parts	7,945	12,000	20,000	20,000
205-34-5241	Shop Supplies	716	1,000	2,500	2,500
205-34-5371	Cell Phone/Accessories	36	-	2,500	-
205-34-5422	Small Tools	3,180	5,000	5,000	5,000
205-34-5973	Samplers	7,503	-	7,600	-
		44,271	51,485	72,600	62,500
Operations & Maintenance					
205-34-5227	Plant Utilities	106	-	-	-
205-34-5228	State Discharge Permit	2,825	2,944	5,000	5,000
205-34-5231	Fuel, Oil & Grease	9,072	6,746	7,652	9,500
205-34-5339	On-Line Utility Bill Pay Fees	23,316	19,209	22,133	23,000
205-34-5341	Electricity	94,915	87,038	88,000	90,000
205-34-5342	Water	12,909	6,525	12,000	15,000
205-34-5344	Natural Gas	8,968	7,213	8,560	10,000
205-34-5345	Telephone Services	209	61	-	200
205-34-5346	Storm Drainage	-	-	-	-
205-34-5355	Engineering Services	27,328	-	-	-
205-34-5356	Professional Services	7,832	60,000	80,000	60,000
205-34-5370	Safety Workwear Allowance	2,197	1,000	6,500	6,500
205-34-5372	Uniforms	2,730	2,500	4,500	-
205-34-5380	Travel & Training	4,449	4,000	10,625	9,000
205-34-5384	Internet Service	455	1,077	-	1,200
205-34-5423	Sand & Gravel & Road Base	-	-	5,500	5,500
205-34-5433	R&M Supp. / Serv. Plant	12,748	19,635	48,000	52,000
205-34-5434	R&M Supp. / Serv. Lines	4,337	18,070	52,800	48,000
205-34-5440	Sudge Disposal	12,873	17,933	17,500	22,000
205-34-5455	Lab Supplies	3,480	4,933	5,000	5,000
205-34-5495	Miscellaneous	1,625	-	-	-
205-34-5533	Equipment Rental	-	2,500	1,500	2,500
205-34-5554	Sewer Testing	12,073	12,476	7,500	15,000
205-34-5941	Safety & First Aid Kits	672	4,895	1,000	4,000
205-34-5969	Lab Equipment	8,036	9,934	13,500	12,000
205-34-5972	Confined Space Entry	-	-	3,200	6,000
		253,454	287,785	400,470	401,400
Debt Service					
205-90-5614	2002-CWR&PDA - Loan Principal	-	297,919	297,919	314,169
205-90-5615	2002-CWR&PDA - Loan Interest	57,793	65,953	65,953	18,169
205-90-5616	2014 WWTP Bonds - Principal	-	105,000	105,000	110,000
205-90-5617	2014 WWTP Bonds - Interest	97,611	67,568	67,568	65,415
		155,403	536,440	536,440	507,752
Transfer					
205-56-5000	Transfer to General Fund	466,512	570,562	570,562	765,145
205-56-5001	Transfer to Capital Projects Fund	-	225,569	1,367,236	4,824,583
		466,512	796,131	1,937,798	5,589,727
TOTAL EXPENDITURES		1,217,366	2,028,085	3,258,010	6,930,015

Drainage

Town staff maintains all Town streets, drainage and stormwater management systems.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	414,446	506,500	22.2%
Transfer	331,460	448,249	35.2%
Total	745,906	954,749	28.0%

Authorized Personnel FTE	2019 Budgeted	2020 Budgeted	2021 Proposed
Total	-	-	-

DRAINAGE
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 207					
Compensation & Benefits		-	-	-	-
Materials & Supplies		-	-	-	-
207-34-5241	Shop Supplies	-	-	-	-
207-34-5422	Small Tools	-	-	-	-
207-34-5451	R&M Services-Street Sweeper	-	-	-	-
Operations & Maintenance					
207-34-5231	Fuel, Oil & Grease	1,944	1,404	1,500	1,500
207-34-5355	Engineering Services	44,207	-	-	-
207-34-5341	Electricity	766	550	2,000	1,000
207-34-5356	Professional Services	800	-	15,000	15,000
207-34-5372	Uniforms	635	10	-	-
207-34-5380	Travel & Training	-	-	-	-
207-34-5495	Miscellaneous	13	-	-	-
207-34-5339	On-Line Utility Bill Pay-Fee	8,433	6,937	7,208	8,000
207-34-5522	Authority Utilities Payments	357,834	366,765	250,000	360,000
207-34-5524	Authority BP Impact Payments	111,013	-	138,738	120,000
207-34-5533	Equipment Rental	141	-	-	1,000
		525,784	375,665	414,446	506,500
Transfer					
207-56-5000	Transfer To General Fund	91,804	118,080	118,080	136,898
207-56-5001	Transfer to Capital Projects Fund	-	116,180	213,380	311,351
		91,804	234,260	331,460	448,249
TOTAL EXPENDITURES		617,588	609,925	745,906	954,749

Conservation Trust

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	-	-	0.0%
Transfer	-	-	0.0%
Total	-	-	0.0%

Authorized Personnel FTE	2019 Budgeted	2020 Budgeted	2021 Proposed
Total	-	-	-

CONSERVATION TRUST
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 209					
Compensation & Benefits		-	-	-	-
		-	-	-	-
Materials & Supplies					
		-	-	-	-
Operations & Maintenance					
		-	-	-	-
		-	-	-	-
Transfer					
209-56-5210	Park Fund Transfer	200,000	-	-	-
		200,000	-	-	-
TOTAL EXPENDITURES		200,000	-	-	-

Parks & Recreation

Wellington Recreation strives to provide the community with a variety of recreational activities throughout the calendar year for youth and adults. The need for continuous growth and expansion of programs will complement the continued growth and recreational expectations, and we encourage ideas into program offerings.

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	390,633	562,563	44.0%
Materials & Supplies	7,100	7,000	-1.4%
Operations & Maintenance	616,946	555,463	-10.0%
Debt Service	269,460	269,460	0.0%
Transfer	667,162	800,679	20.0%
Total	1,951,301	2,195,164	12.5%

	2019 Budgeted	2020 Budgeted	2021 Proposed
Authorized Personnel FTE			
Parks and Recreation Director	-	-	1.00
Park Maintenance	1.00	1.00	1.00
Park Maintenance Technician	1.00	1.00	1.00
Recreation Coordinator	1.00	1.00	1.00
Assistant Coordinator	1.00	1.00	1.00
Assistant Recreation Coordina	-	-	1.00
Receptionist	0.50	0.50	-
Total	4.50	4.50	6.00

**PARKS
BUDGET SUMMARY**

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 204					
Compensation & Benefits					
210-34-5100	Wages & Salaries	84,593	95,568	82,899	189,969
210-34-5101	Seasonals	30,804	-	56,544	56,544
210-34-5102	Benefits	18,126	23,510	21,149	47,216
		<u>133,523</u>	<u>119,077</u>	<u>160,592</u>	<u>293,729</u>
Materials & Supplies					
210-34-5214	Office Supplies	154	-	-	-
210-34-5241	Shop Supplies	1,578	564	2,500	2,500
210-34-5371	Cell Phone/Accessories	27	-	100	-
210-34-5422	Small Tools	121	1,500	4,500	4,500
		<u>1,879.66</u>	<u>2,064.00</u>	<u>7,100.00</u>	<u>7,000.00</u>
Operations & Maintenance					
210-34-5221	Pond Chemicals	3,796	-	7,000	7,000
210-34-5231	Fuel, Oil & Grease	3,966	2,807	3,000	3,000
210-34-5233	R&M- Machinery & Equip. Parts	7,795	5,232	6,000	8,000
210-34-5234	Irrig. Water Assessments	1,738	3,698	4,310	4,310
210-34-5237	Irrig. Sys. Supplies/Repairs	7,701	6,000	10,000	15,000
210-34-5239	Wells & Well Houses	411	3,979	5,000	10,000
210-34-5244	Tires & Tubes	1,402	16	2,500	2,500
210-34-5252	Tree Replacement & Trimming	3,925	9,900	35,000	35,000
210-34-5253	Tree Spraying	6,494	10,000	30,000	30,000
210-34-5254	Parks Playground & General R&M	5,690	6,631	25,000	25,000
210-34-5256	Splash Pad Chemicals	3,362	1,791	7,000	7,000
210-34-5341	Irrigation Electricity	8,546	6,800	12,000	12,000
210-34-5342	Water	18,283	8,890	22,500	22,500
210-34-5343	Sewer	681	660	750	750
210-34-5344	Natural Gas	750	475	750	750
210-34-5346	Storm Drainage	2,795	2,710	3,000	3,000
210-34-5356	Professional Services	2,367	-	4,000	4,000
210-34-5365	Toilet Rental	9,600	11,500	11,500	11,500
210-34-5366	Services - Parks & Lawn Care	83,597	51,714	71,478	80,000
210-34-5370	Safety Workwear Allowance	200	521	3,500	3,500
210-34-5372	Uniforms	2,412	39	1,800	-
210-34-5380	Travel & Training	576	-	4,000	4,000
210-34-5397	Weed Control	284	421	200	200
210-34-5420	Small Parks Equipment	-	741	-	-
210-34-5423	Sand, Gravel, Mulch	-	-	12,000	12,000
210-34-5495	Miscellaneous	135	-	-	-
210-34-5533	Equipment Rental	54	-	1,250	1,250
210-34-5562	County Clerk Fees	8,739	7,526	5,600	5,600
210-34-5941	Safety & First Aid Kits	1,239	7,838	3,000	3,000
210-34-5942	Minor Park Improvements	-	-	15,000	30,000
210-34-5943	Development Reimbursements	-	109,525	109,525	-
		<u>186,537</u>	<u>260,416</u>	<u>416,663</u>	<u>340,860</u>
Transfer					
210-56-5000	Transfer To General Fund	271,143	334,162	334,162	534,679
210-56-5001	Transfer to Capital Projects Fund	-	91,036	333,000	266,000
		<u>271,143</u>	<u>425,198</u>	<u>667,162</u>	<u>800,679</u>
Debt Service					
210-90-5630	WCP - Principal	231,181	223,881	225,881	242,304
210-90-5632	WCP - Interest	38,279	43,579	43,579	27,156
		<u>269,460</u>	<u>269,460</u>	<u>269,460</u>	<u>269,460</u>
TOTAL EXPENDITURES		<u>862,642</u>	<u>1,075,215</u>	<u>1,520,977</u>	<u>1,711,728</u>

RECREATION
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 204					
Compensation & Benefits					
210-51-5100	Wages & Salaries	133,070	112,948	123,367	165,642
210-51-5101	Seasonals	-	20,000	61,038	61,038
210-51-5102	Benefits	36,025	40,487	45,636	42,153
		169,095	173,435	230,041	268,833
Materials & Supplies					
		-	-	-	-
Operations & Maintenance					
210-51-5125	Cheerleading Classes	1,831	-	2,400	2,400
210-51-5130	Start Smart Baseball	138	-	800	800
210-51-5131	Start Smart Basketball	706	-	640	640
210-51-5132	Start Smart Flag Football	262	-	960	960
210-51-5133	Start Smart Soccer	300	500	1,480	1,480
210-51-5135	Youth Sports Apparel	3,465	3,000	5,775	5,775
210-51-5140	Youth Soccer	5,357	100	4,870	4,870
210-51-5141	Summer Soccer	122	55	-	-
210-51-5142	Youth Football	3,144	-	1,380	1,380
210-51-5144	Youth Baseball	12,893	12,000	17,690	17,690
210-51-5145	Youth Softball	6,403	-	7,535	7,535
210-51-5146	Youth Basketball	3,709	-	1,025	1,025
210-51-5148	Youth Volleyball	4,565	2,000	2,660	2,660
210-51-5149	Youth Tennis	301	115	1,640	1,640
210-51-5150	Positive Coaching Alliance	3,025	3,137	3,500	4,000
210-51-5158	Adult Kickball	1,056	-	500	500
210-51-5159	Adult Soccer	-	-	-	-
210-51-5160	Adult Dodgeball/Pickleball	-	-	-	-
210-51-5161	Adult Tennis	-	-	1,480	1,480
210-51-5162	Adult Softball	3,798	4,486	9,810	9,810
210-51-5163	Adult Flag Football	-	-	-	-
210-51-5164	Adult Volleyball	2,435	500	1,760	1,760
210-51-5165	NCSO Referees Admin Fee	6,875	2,500	8,400	8,400
210-51-5166	Instructor/Official Fees	25,957	20,000	44,670	44,670
210-51-5168	Computer Equip./Software	2,990	135	4,000	4,000
210-51-5181	Rec. Prog. Supplies/Exp.	6,781	10,000	10,000	10,000
210-51-5183	Batting Cages - Maint. & Oper.	7,588	101	10,680	10,680
210-51-5185	Ball Field/Cage Electricity	12,850	12,325	15,000	15,000
210-51-5186	Infield Mix	1,450	8,000	13,600	13,600
210-51-5190	Yoga Classes	-	-	250	250
210-51-5191	Enrichment Classes	439	150	2,000	2,000
210-51-5192	Strength Training Classes	400	-	250	250
210-51-5223	Operating Supplies	-	4,200	3,640	3,640
210-51-5356	Professional Services	-	-	2,700	2,700
210-51-5372	Staff Uniforms	-	800	1,130	1,130
210-51-5380	Travel and Training	2,950	600	3,680	4,500
210-51-5392	Gym Rental	-	7,000	14,378	14,378
210-51-5401	Marketing Services	-	-	-	13,000
210-51-5967	Line Striper	6,974	-	-	-
		128,165	91,704	200,283	214,603
TOTAL EXPENDITURES		297,260	265,139	430,324	483,436

Library Trust Fund

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Compensation & Benefits	-	-	0.0%
Materials & Supplies	-	-	0.0%
Operations & Maintenance	-	-	0.0%
Transfer	-	-	0.00%
Total	-	-	0.00%

Authorized Personnel FTE	2019 Budgeted	2020 Budgeted	2021 Proposed
Total	-	-	-

CONSERVATION TRUST
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 209					
Compensation & Benefits					
		-	-	-	-
Materials & Supplies					
		-	-	-	-
Operations & Maintenance					
		-	-	-	-
Transfer					
255-56-5739	Transfer To General Fund	17,000	-	-	-
		17,000	-	-	-
TOTAL EXPENDITURES		17,000	-	-	-

Capital Projects

	FY 2020 Adopted Budget	FY 2021 Adopted Budget	Percentage Change
Expenditures			
Capital Projects	22,586,210	20,091,198	-11.0%
Equipment	559,850	1,149,891	0.0%
Total	23,146,060	21,241,089	-8.2%

Authorized Personnel FTE	2019 Budgeted	2020 Budgeted	2021 Proposed
Total	-	-	-

CAPITAL PROJECTS
BUDGET SUMMARY

		EXPENDITURES			
		2019	2020	2020	2021
		ACTUAL	PROJECTED	BUDGETED	BUDGETED
FUND/DIVISION - 80					
Capital Projects					
201-80-5785	CDOT Building Upgrades	4,855	-	-	-
201-80-5866	Comprehensive Plan Update	7,306	-	-	-
201-80-5950	Property Acquisitions	266,048	-	-	-
203-80-5820	Grant Ave. 1st to 4th	338,423	-	-	-
203-80-5883	Old Town Street Re-Hab Program	260,927	-	-	-
210-80-5779	PAB Items	165	-	-	-
210-80-5922	Easement Acquisition	8,648	-	-	-
210-80-5944	Trail Jefferson to Washington	5,875	-	-	-
210-80-5950	Pave existing trails	335	-	-	-
210-80-5969	Toro 5040 Field Prep Machine	17,397	-	-	-
210-80-5970	Laser Blade	13,548	-	-	-
210-80-5971	Mower 72"	13,822	-	-	-
210-80-5973	WCP TOT - Lot	66,773	-	-	-
211-80-4000	Down Town Master Plan	-	-	-	75,000
211-80-4001	3749 Harrison Exp & Prop Acq	-	280,744	350,000	1,300,000
211-80-4002	Comprehensive Plan/Land Use Up	-	67,387	195,798	132,613
211-80-4003	Town Hal Space Needs Assessme	-	25,000	770,000	20,000
211-80-4004	Economic Development Study	-	-	10,000	80,000
211-80-4005	Recreation Center feasibility	-	-	50,000	50,000
211-80-4006	Old Town Street Repairs	-	449,440	449,440	449,440
211-80-4007	Newer Subdivison Seal Coat	-	67,000	67,416	71,461
211-80-4008	I-25 Interchange at Cleveland	-	-	333,333	666,666
211-80-4009	Pavement Study	-	-	40,000	-
211-80-4010	Water Plant Expansion Construc	-	450,000	13,730,780	7,850,000
211-80-4011	Emergency Power for Main Water	-	230,000	212,000	-
211-80-4012	Tank Coating	-	-	20,000	-
211-80-4013	Redundancy for Pumps to Water	-	50,000	50,000	-
211-80-4014	Wilson Well Improvements	-	382,737	480,000	75,000
211-80-4015	Bulk Water Dispenser	-	-	60,000	-
211-80-4016	3 Chemical Chlorine Dioxide	-	20,000	160,000	-
211-80-4017	Improved Carbon Feed System	-	-	70,000	79,500
211-80-4018	Fire Hydrant Replacement	-	60,000	60,000	-
211-80-4019	Distribution System Master Pla	-	-	125,000	-
211-80-4020	Buffalo Creek Booster Station	-	-	40,000	25,000
211-80-4021	Distribution System Improv	-	40,000	200,000	100,000
211-80-4022	Nano Plant Expansion	-	9,565	47,513	37,948
211-80-4023	Back-Up MGD Pump	-	60,000	60,000	-
211-80-4024	Bulk NaOH and Antiscalant	-	-	30,000	-
211-80-4025	Clearwell HS Pump Upgrage	-	-	25,000	25,000
211-80-4026	Water Source Development	-	2,500,000	3,046,126	2,691,072
211-80-4027	WWTP Pumps	-	21,249	16,674	19,000
211-80-4028	Clarifier Rehabilitation Projec	-	18,274	523,062	193,726
211-80-4029	WWTP Driveway Paving	-	8,441	135,000	-
211-80-4031	WWTP Masterplan	-	72,144	185,000	132,856
211-80-4032	WWTP Shed at Effluent Outfall	-	-	8,000	-
211-80-4033	WWTP Clarifier 3&4 rehabilitat	-	-	110,000	110,000
211-80-4034	Manhole Rehab	-	25,000	80,000	-
211-80-4035	WWTP Clarifier Repairs	-	-	36,000	-
211-80-4036	Lift Station - Safety Upgrade	-	-	30,000	-
211-80-4037	WWTP Blower/Digester Project	-	65,500	63,500	-
211-80-4038	Old Town Street Rehab	-	56,180	56,180	59,551
211-80-4039	Storm Drain & Pan Replacements	-	30,000	30,000	31,800
211-80-4041	Stormwater Masterplan	-	30,000	127,200	140,000
211-80-4042	Parks Master Plan Update	-	-	40,000	40,000
211-80-4043	Trail Easement acquisition	-	-	50,000	-
211-80-4044	Phase 1 Trail Construction Cle	-	-	40,000	-
211-80-4045	WCP Ballfield Covers	-	33,380	40,000	-
211-80-4046	Parks - NPIC Lateral Improv	-	22,656	34,000	-
211-80-4047	Pedestrian Access over Windsor	-	-	80,000	80,000
211-80-4048	Equipment Shed at Wellington	-	-	14,000	-
211-80-4049	Pave Existing Trails	-	20,000	20,000	-

211-80-4050	Design at State Highway at	-	5,435	70,000	84,565
211-80-4051	Crosswalk Safety Projects	-	60,000	75,000	-
211-80-4052	Shop Improvements	-	-	22,945	-
211-80-4053	WWTP Effluent Irrig. & Landscap	-	-	17,243	-
211-80-4054	Tract F	-	-	-	230,000
211-80-4055	Disinfection byproduct rule compliance (Tr	-	-	-	50,000
211-80-4056	RRA and ERP (EPA Mandates)	-	-	-	120,000
211-80-4057	SCADA Improvements	-	-	-	70,000
211-80-4058	Valve Actuator Replacements	-	-	-	25,000
211-80-4059	Filter Media Replacement	-	-	-	220,000
211-80-4060	Redundant Nano/RO motors	-	-	-	45,000
211-80-4061	WWTP Expansion Design	-	-	-	2,750,000
211-80-4062	WW Line improvement Projects and Overs	-	-	-	200,000
211-80-4063	Selenium Removal Project	-	-	-	800,000
211-80-4064	SCADA Upgrades	-	-	-	25,000
211-80-4065	B-Dams Improvements	-	-	-	80,000
211-80-4066	Outer Canopy Net for Batting Cages	-	-	-	20,000
211-80-4067	Pitching Machine at Batting Cages	-	-	-	19,000
211-80-4068	Replace Soft Trails	-	-	-	20,000
211-80-4069	Winnick Park Playground Resurfacing	-	-	-	67,000
211-80-4070	Highway 1 Intersection Improvements	-	-	-	750,000
		1,004,122	5,160,131	22,586,210	20,091,198
Equipment					
211-80-5000	Town Automobile	-	51,972	60,000	-
211-80-5001	Vehicle Replacement	-	-	60,000	30,000
211-80-5002	Pot Hole Machine	-	-	50,000	-
211-80-5003	Membranes for Nano	-	27,698	56,589	28,891
211-80-5004	1000 Gallon Pressure Tank	-	14,961	15,000	-
211-80-5005	Backup Generator - Lift Station	-	-	135,000	-
211-80-5006	EV Charging Station	-	-	15,000	-
211-80-5007	Midrange Dump Truck	-	120,000	159,000	-
211-80-5008	Water Rate Study	-	8,350	9,261	-
211-80-5009	Street Sweeper	-	-	-	244,000
211-80-5010	Mower (2)	-	-	-	40,000
211-80-5011	John Deere Gator	-	-	-	30,000
211-80-5012	Zero Turn Mower	-	-	-	18,000
211-80-5013	Water Efficiency Program Equipment	-	-	-	160,000
211-80-5014	John Deere Gator	-	-	-	15,000
211-80-5015	M.F Interim T&O GAC Skid	-	-	-	-
211-80-5016	Clarifier Launder Covers	-	-	-	-
211-80-5017	Vacuum Truck	-	-	-	540,000
211-80-5018	Skid Steer Aeration	-	-	-	24,000
211-80-5019	John Deere Gator	-	-	-	20,000
		-	222,981	559,850	1,149,891
		1,004,122	5,383,112	23,146,060	21,241,089

TOTAL EXPENDITURES

Memo

To: Mayor & Trustees
From: Judith Tippetts, Finance Director
Date: December 1st, 2020
RE: Capital Improvement Discussions

In an effort to meet our December 8th, 2020 goal of budget adoption I have summarized staff's understanding for the capital improvement projects addressed by Trustees Gaiter and Whitehouse.

Property Acquisition \$300,000 and Zero Turn Mower – Water Department \$18,000 both removed from list. Total \$318,000.

Pedestrian access over Windsor ditch \$80,000 – pushed to future year pending partner funding. Will remain on future list due to contractual agreement. Total \$80,000.

Economic Development Strategic Plan Update \$80,000, Downtown Area Study \$75,000, Recreational Center Feasibility Study \$50,000 and Parks Masterplan \$40,000 – funded but start dates will be later in the year pending status of sales tax collection and COVID-19 outcomes. Total \$245,000.

Street Department – Street Sweeper \$240,000, Zero Turn Mower \$40,000, John Deere Gator \$45,000 (funding shared with Water fund). All approved. Total \$325,000.

Water Fund - Water Efficiency Program equipment \$160,000. Approved. Total \$160,000.

Parks Department - John Deere Gator attachment \$20,000. Approved. Total \$20,000.

Parks Department - Soft Trails replacement \$20,000. Boxelder Creek Trail (Ronald Reagan Ave. to 3rd Street), Wellington Village Park south of ponds. Approved. Total \$20,000.

Sewer Department – Vacuum truck \$540,000, Vehicle replacement \$60,000, Skid Steer Aeration \$24,000. All approved. Total \$624,000.



TOWN OF

WELLINGTON

2021 TOWN OF WELLINGTON Capital Improvement Plan 2021-2025

Priority Description

Priority I: IMPERATIVE (Must-Do) – Projects that cannot reasonably be postponed in order to avoid harmful or otherwise undesirable consequences.

- A. Corrects a condition dangerous to public health or safety
- B. Satisfies a legal obligation
- C. Alleviates an emergency service disruption or deficiency
- D. Prevents irreparable damage to a valuable public facility.

Priority II: ESSENTIAL (Should-Do) – Projects that address clearly demonstrated needs or objectives.

- A. Rehabilitates or replaces an obsolete public facility or attachment thereto
- B. Stimulates economic growth and private capital investment
- C. Reduces future operating and maintenance costs
- D. Leverages available state or federal funding.

Priority III: IMPORTANT (Could-Do) – Projects that benefit the community but may be delayed without detrimental effects to basic services.

- A. Provides a new or expanded level of service
- B. Promotes intergovernmental cooperation
- C. Reduces energy consumption
- D. Enhances cultural or natural resources.

Priority IV: DESIRABLE (Other Year) – Desirable projects that are not included within five-year program because of funding limitations.

Capital Projects Fund
Summary of Revenues and Expenditures

*New Projects Highlighted in GREEN

2021
Proposed

Revenues:

Grants	112,000
Transfers from:	
General Fund	1,952,178
Streets Fund	2,251,567
Water Fund	11,635,411
Wastewater Fund	4,824,583
Drainage Fund	199,351
Parks Fund	266,000
Conservation Trust Fund	
Loan Proceeds	
Other	
Interest Income	
Total Revenues	21,241,090

Expenditures

	Capital Projects	
GF203	Town Hall Space Needs Assessment	20,000
GF201	Downtown Master Plan	75,000
GF193	Property Acquisition/Rehabilitation	1,300,000
GF192	Comprehensive Plan/Land Use Update	132,613
GF213	Recreation Center feasibility study	50,000
GF204	Economic Development Strategic Plan Update	80,000
GF205	Design at State Highway 1/CR9/CR62E	64,565
GF211	Tract F	230,000
	Street Sweeper	244,000
	Mower (2 Large)	40,000
	John Deere Gator	30,000
SF181	Old Town Street Repairs	449,440
SF182	Newer Subdivision Seal Coat/Crack Fill	71,461
SF211	Highway 1 Intersection Improvements	750,000
SF201	I-25 Interchange at Cleveland 30% Design	666,666
	Membranes for the Nano	28,891
	Zero Turn Mower	18,000
	Water Efficiency Program Equipment	160,000
	John Deere Gator	15,000
WF182	Water Plant Expansion Construction and Construction Management	7,850,000
WF185	Disinfection byproduct rule compliance (Tank Aeration)	50,000
WF187	Wilson Wellhouses Improvements	75,000
WF188	Nano Plant Expansion	37,948

WF189	Clearwell HS Pump Upgrage	25,000
WF203	Improved Carbon Feed System	79,500
WF206	Buffalo Creek Booster Station Upgrade	25,000
WF207	Distribution System Improvement Projects and Oversizing	100,000
WF211	RRA and ERP (EPA Mandates)	120,000
WF212	SCADA Improvements	70,000
WF213	Valve Actuator Replacements	25,000
WF214	Filter Media Replacement	220,000
WF216	Redundant Nano/RO motors	45,000
WD18	Water Source Development	2,691,072
	Vehicle Replacement	30,000
	Vacuum Truck	540,000
	Skid Steer Aeration	24,000
		19,000
WWF181	WWTP Pumps	2,750,000
WWF211	WWTP Expansion Design	200,000
WWF212	WW Line Improvement Projects and Oversizing	193,726
WWF183	Clarifier Rehabilitatioin Project	110,000
WWF203	WWTP Clarifier 3&4 rehabilitat	132,856
WWF191	WWTP Master Plan	25,000
WWF214	SCADA Upgrades	800,000
WWF213	Selenium Removal Project	59,551
SDF181	Old Town Street Rehab	31,800
SDF182	Storm Drain & Pan Replacements	140,000
SDF183	Stormwater Masterplan	80,000
SDF211	B-Dams Improvements	20,000
	John Deere Gator	40,000
PF201	Parks Master Plan Update	20,000
PF211	Outer Canopy Net for Batting Cages	19,000
PF212	Pitching Machine at Batting Cages	80,000
PF203	Windsor Ditch	20,000
PF213	Replace Soft Trails	67,000
PF214	Winnick Park Playground Resurfacing	
Total Expenditures		21,241,090

		General Fund					
		Revenue Available for Capital Projects					
		2021 Budget	2022	2023	2024	2025	
	Property Tax:	1,538,452	1,615,375	1,696,143	1,780,950	1,869,998	
	Sales Tax:	1,894,029	2,045,551	2,209,195	2,385,931	2,576,805	
	Building Material Use Tax:	482,500	530,750	583,825	642,208	706,428	
	Severance Taxes/Mineral Lease:	42,538	44,664	46,898	49,243	51,705	
	Franchise Fees:	187,000	198,220	210,113	222,720	236,083	
	Building Permits:	126,500	132,825	139,466	146,440	153,762	
	Business Licenses:	31,660	34,826	38,309	42,139	46,353	
	Land Use Fees:	61,000	67,100	73,810	81,191	89,310	
	Court Fines:	8,500	9,350	10,285	11,314	12,445	
	Misc. Other Revenues:	89,200	98,120	107,932	118,725	130,598	
	Transfer	3,206,100	3,398,466	3,602,374	3,818,516	4,047,627	
	Total Revenue:	7,667,478	8,175,247	8,718,350	9,299,376	9,921,114	
	Less Operating Costs:	7,147,563	7,504,941	7,880,188	8,274,198	8,687,908	
	Available for Capital Projects & Debt:	519,915	670,306	838,162	1,025,179	1,233,207	
		Capital Expenditures					
		Prior Yr Cost	2021 Budget	2022	2023	2024	2025
Total Cost							
Equipment:							
Capital Projects:							
GF203	Town Hall Space Needs Assessment	9,045,000	25,000	20,000		1,000,000	8,000,000
GF201	Downtown Master Plan	75,000	-	75,000			
GF193	Property Acquisition/Rehabilitation	1,580,744	280,744	1,300,000			
GF192	Comprehensive Plan/Land Use Update	200,000	67,387	132,613			
GF213	Recreation Center feasibility study	50,000	-	50,000			
GF204	Economic Development Strategic Plan Upd	80,000	-	80,000			
GF205	Design at State Highway 1/CR9/CR62E	70,000	5,435	64,565			
GF211	Tract F	305,000	-	230,000	75,000		
Total Capital Equipment and Projects		378,566	1,952,178	\$0	\$75,000	\$1,000,000	\$8,000,000
Other Financing Sources:							
Grants:							
	DOLA - Town Hall Design	100,000				100,000	
	DOLA Grant - Town Hall Construction	1,000,000					1,000,000
	Town Hall Bond	7,000,000					7,000,000
Debt Service:							
	Town Hall	(398,000)					(398,000)
Total Financing and Debt Service		\$0	\$0	\$0	-	\$100,000	\$7,602,000
2020 Fund Balance		7,482,732					
Available Funds			6,050,469	6,720,775	7,483,936	7,609,115	8,444,322
Minimum unassigned fund balance:							
33% of Expenditures or 110% Debt Service (Whichever is Larger)			2,358,696	2,476,631	2,600,462	2,730,485	2,867,010

		Street Fund					
		Revenue Available for Capital Projects					
		2021 Budget	2022	2023	2024	2025	
Sales Tax		340,000	367,200	396,576	428,302	462,566	
Road Impact Fee:		221,000	221,000	221,000	390,000	475,000	
Motor Vehicle Spec. Ownership:		90,000	97,200	104,976	113,374	122,444	
Motor Vehicle Registration Tax:		25,000	27,000	29,160	31,493	34,012	
Motor Vehicle Use Tax:		500,000	540,000	583,200	629,856	680,244	
Highway Users Tax:		263,000	284,040	306,763	331,304	357,809	
Street Cut Permits		7,000	7,560	8,165	8,818	9,523	
Sale of Assets		1,000	1,080	1,166	1,260	1,360	
Investment earnings		15,000	16,200	17,496	18,896	20,407	
Road & Bridge Tax:		38,000	41,040	44,323	47,869	51,699	
Total Revenue:		1,500,000	1,602,320	1,712,826	2,001,172	2,215,065	
Less Operating Costs:		335,592	352,372	369,990	388,490	407,914	
Transfer		547,077	574,431	603,152	633,310	664,975	
Available for Capital Projects & Debt:		617,331	675,518	739,683	979,372	1,142,176	
		Capital Expenditures					
		Prior Yr Cost	2021 Budget	2022	2023	2024	2025
Total Cost							
Equipment:							
	Street Sweeper	244,000	244,000			30,000	
	Vehicle Replacement	60,000		30,000			30,000
	Mower (2 Large)	40,000	40,000				
	John Deere Gator	30,000	30,000				
Capital Projects:							
SF181	Old Town Street Repairs	1,403,871	449,440	449,440	504,991		
SF231	Street Rehabilitation	1,704,150				535,290	567,408
SF182	Newer Subdivison Seal Coat/Crack Fill	469,833	67,000	71,461	75,749	80,294	85,111
SF211	Highway 1 Intersection Improvements	5,000,000		750,000	2,250,000	2,000,000	
SF201	I-25 Interchange at Cleveland 30% Design	1,000,000	-	666,666	333,334		
SF202	Pavement Study	44,000	-	-	44,000		
Total Capital Equipment and Projects			\$516,440	2,251,567	\$3,238,074	\$2,615,584	\$682,519
							\$691,670
2020 Fund Balance		2,323,401					
Available Funds			689,165	(1,873,391)	(3,749,292)	(3,452,439)	(3,001,933)
Minimum unassigned fund balance:							
33% of Expenditures or 110% Debt Service			291,281	305,845	321,137	337,194	354,054
(Whichever is Larger)							

Water Fund						
Revenue Available for Capital Projects						
	2021 Budget	2022	2023	2024	2025	
Tap Fees:	750,000	770,000	790,000	1,620,000	2,025,000	
Water Sales:	5,135,866	5,711,540	6,432,008	6,878,214	7,967,441	
Property Tax:	85,593	85,593	85,593	85,593	85,593	
Interest and Miscellaneous:	150,000	150,000	150,000	150,000	150,000	
Total Revenue:	6,121,459	6,717,133	7,457,601	8,733,807	10,228,034	
Less Operating Costs:	3,512,442	3,646,887	3,786,819	3,932,476	4,084,104	
Transfer	1,222,301	1,265,082	1,309,360	1,355,187	1,402,619	
Available for Capital Projects & Debt:	1,386,715	1,805,164	2,361,422	3,446,144	4,741,311	
Capital Expenditures						
	Prior Yr Cost	2021 Budget	2022	2023	2024	2025
Total Cost						
Equipment:						
Vehicle Replacement	60,000	-	30,000			30,000
Bulk NaOH and Antiscalant	38,000	-	38,000			
Membranes for the Nano	56,589	27,698	28,891			
Zero Turn Mower	18,000	-	18,000			
Water Efficiency Program Equipment	772,000	-	160,000	177,000	195,000	
Front End Loader	450,000	-			450,000	
John Deere Gator	15,000	-	15,000			
Skid Loader	50,000	-	50,000			
Capital Projects:						
WF182 Water Plant Expansion Construction and Construction Managem	28,450,000	450,000	7,850,000	9,625,000	9,425,000	1,100,000
WF184 Tank Coating	25,000	-	25,000			
WF185 Disinfection byproduct rule compliance (Tank Aeration)	50,000	-	50,000			
WF187 Wilson Wellhouses Improvements	612,737	382,737	75,000	155,000		
WF188 Nano Plant Expansion	47,513	9,565	37,948			
WF189 Clearwell HS Pump Upgrade	25,000	-	25,000			
WF203 Improved Carbon Feed System	79,500	-	79,500			
Distribution:						
WF201 Bulk Water Dispenser	70,000	-	-		70,000	
WF204 Fire Hydrant Replacement	274,104	60,000	66,000	72,600	75,504	
WF205 Distribution System Master Plan	150,000	-	150,000			
WF206 Buffalo Creek Booster Station Upgrade	25,000	-	25,000			
WF207 Distribution System Improvement Projects and Oversizing	592,564	40,000	100,000	110,250	115,763	121,551
WF211 RRA and ERP (EPA Mandates)	120,000	-	120,000			
WF212 SCADA Improvements	70,000	-	70,000			
WF213 Valve Actuator Replacements	50,000	-	25,000	25,000		
WF214 Filter Media Replacement	220,000	-	220,000			
WF215 Pretreatment Sonde	40,000	-	40,000			
WF216 Redundant Nano/RO motors	45,000	-	45,000			
WF217 Covered Equipment Storage	30,000	-		30,000		
Total Capital Equipment and Projects		\$970,000	8,944,339	10,549,000	9,814,850	2,006,267
Other Financing Sources:						
Loan Proceeds:						
Water Plant Financing	24,800,000	400,000	7,850,000	9,625,000	6,925,000	
Debt Service:						
Debt Payments			(1,621,453)	(1,588,427)	(1,548,692)	(1,464,694)
Total Financing and Debt Service		\$400,000	6,228,547	8,036,573	\$5,376,308	(\$1,464,694)
2020 Fund Balance		5,768,005				
Available Funds			4,438,929	3,731,665	\$1,654,545	\$1,629,728
Minimum unassigned fund balance:						
33% of Expenditures or 110% Debt Service			1,783,598	1,747,270	1,703,561	1,611,164
(Whichever is Larger)			1,783,598	1,747,270	1,703,561	1,611,164

		<u>Raw Water Fund</u>					
		<u>Revenue Available for Capital Projects</u>					
		2021 Budget	2022	2023	2024	2025	
	BP Raw Water Fee:	2,691,072	2,798,715	2,910,663	3,027,090	3,148,174	
	Total Revenue:	2,691,072	2,798,715	2,910,663	3,027,090	3,148,174	
	Less Operating Costs:	-	-	-	-	-	
	Transfer	-	-	-	-	-	
	Available for Capital Projects & Debt:	2,691,072	2,798,715	2,910,663	3,027,090	3,148,174	
		<u>Capital Expenditures</u>					
		Prior Yr Cost	2021 Budget	2022	2023	2024	2025
Total Cost							
WD18	Water Purchases:						
	Water Source Development	14,575,714	-	2,691,072	2,798,715	2,910,663	3,027,090
Total Capital Equipment and Projects		\$0	2,691,072	\$2,798,715	\$2,910,663	\$3,027,090	\$3,148,174
2020 Fund Balance		11,142,421					
Available Funds			11,142,421	11,142,421	11,142,421	11,142,421	11,142,421
Minimum unassigned fund balance:			888,054	923,576	960,519	998,940	1,038,897
33% of Expenditures or 110% Debt Service			888,054	923,576	960,519	998,940	1,038,897
(Whichever is Larger)							

Sewer Fund
Revenue Available for Capital Projects

	2021 Budget	2022	2023	2024	2025
Tap Fees:	750,000	750,000	750,000	1,500,000	1,875,000
User Fees:	1,442,295	1,514,409	1,590,130	1,669,636	1,753,118
Investment Earnings	166,000	174,300	183,015	192,166	201,774
Total Revenue:	2,358,295	2,438,709	2,523,145	3,361,802	3,829,892
Less Operating Costs:	832,535	874,162	917,870	963,763	1,011,952
Transfer	765,145	803,402	843,572	885,751	930,038
Available for Capital Projects & Debt:	760,615	761,145	761,703	1,512,288	1,887,902

Capital Expenditures

	Prior Yr Cost	2021 Budget	2022	2023	2024	2025
Total Cost						
Equipment:						
Vehicle Replacement	60,000	-	30,000		30,000	
Vacuum Truck	540,000	-	540,000			
Zero Turn Mower	9,000	-	9,000			
Skid Steer Aeration	24,000	-	24,000			
Capital Projects:						
WWF181 WWTP Pumps	87,249	21,249	19,000	22,000	25,000	-
WWF211 WWTP Expansion Design	5,500,000	-	2,750,000	1,375,000	1,375,000	
WWF241 WWTP Expansion Construction	36,000,000	-	12,000,000	12,000,000	12,000,000	
WWF212 WW Line Improvement Projects and Oversi	862,025	-	200,000	210,000	220,500	243,101
WWF204 Manhole Rehab	124,300	25,000	-	30,000	33,000	39,930
WWF183 Clarifier Rehabilitation Project	212,000	18,274	193,726			
WWF203 WWTP Clarifier 3&4 rehabilitat	110,000	-	110,000			
WWF191 WWTP Master Plan	205,000	72,144	132,856			
WWF214 SCADA Upgrades	25,000	-	25,000			
WWF213 Selenium Removal Project	800,000	-	800,000			
Total Capital Equipment and Projects		4,824,583	13,646,000	13,653,500	12,297,825	283,031
Other Financing Sources:						
Debt Payment:	(1,527,954)	(507,752)	(494,886)	(175,080)	(176,918)	(173,318)
WWTP debt	(6,300,000)			(2,100,000)	(2,100,000)	(2,100,000)
Other Financing Source:						
Debt Proceeds			12,000,000	12,000,000	12,000,000	
Total Financing and Debt Service		(507,752)	11,505,114	9,724,920	9,723,083	(2,273,318)
2020 Fund Balance	10,316,962					
Available Funds		5,745,241	4,365,500	1,198,623	\$136,168	(\$532,278)
Minimum unassigned fund balance:						
33% of Expenditures or 110% Debt Service		527,234	553,596	2,502,588	2,504,609	2,500,649
(Whichever is Larger)		527,234	553,596	2,502,588	2,504,609	2,500,649

Storm Drainage Fund
Revenue Available for Capital Projects

	2021 Budget	2022	2023	2024	2025
Motor Vehicle Specific Ownership Tax:	9,000	9,720	10,498	11,337	12,244
Motor Vehicle Registration Tax:	3,000	3,240	3,499	3,779	4,081
Road & Bridge Tax:	4,400	4,752	5,132	5,543	5,986
TOW Stormwater Impact Fee:	84,000	88,200	92,610	97,241	102,103
TOW Stormwater Utility Fee:	265,000	278,250	292,163	306,771	322,109
Investment Earnings	10,000	10,500	11,025	11,576	12,155
Total Revenue:	375,400	394,662	414,926	436,247	458,679
Less Operating Costs:	26,500	27,825	29,216	30,677	32,211
Transfer	136,898	143,743	150,930	158,477	166,401
Available for Capital Projects & Debt:	212,002	223,094	234,780	247,093	260,067

Capital Expenditures

	Prior Yr Cost	2021 Budget	2022	2023	2024	2025
Total Cost						
Capital Projects:						
SDF181 Old Town Street Rehab	178,855	56,180	59,551	63,124		
SDF182 Storm Drain & Pan Replacements	169,112	30,000	31,800	33,708	35,730	37,874
SDF183 Stormwater Masterplan	170,000	30,000	140,000			
SDF211 B-Dams Improvements	80,000	-	80,000			
SDF231 Regional Drainage Improvements	1,500,000	-		500,000	500,000	500,000
Total Capital Equipment and Projects	116,180	311,351	96,832	535,730	537,874	500,000
AUTH Storm Drn BP Impact (Revenue)	663,076	120,000	126,000	132,300	138,915	145,861
Authority Storm Drain Utility Fees (Revenue)	1,989,227	360,000	378,000	396,900	416,745	437,582
Authority BP Impact Payments	(663,076)	(120,000)	(126,000)	(132,300)	(138,915)	(145,861)
Authority Utilities Payments	(1,989,227)	(360,000)	(378,000)	(396,900)	(416,745)	(437,582)
Grants:						
Stormwater Masterplan (FEMA)	112,000	112,000				
Total Financing and Debt Service		112,000	0	0	0	0
2020 Fund Balance	419,998					
Available Funds		432,649	558,911	\$257,961	(\$32,821)	(\$272,753)

Minimum unassigned fund balance:

33% of Expenditures or 110% Debt Service
(Whichever is Larger)

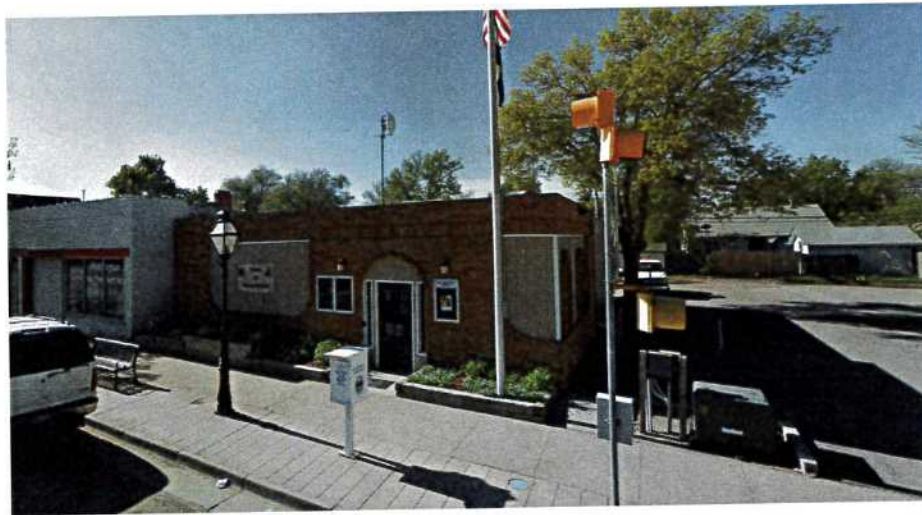
53,921	56,617	59,448	62,421	65,542
53,921	56,617	59,448	62,421	65,542

Parks Fund						
Revenue Available for Capital Projects						
	2021 Budget	2022	2023	2024	2025	
Sales Tax:	473,507	511,388	552,299	596,482	644,201	
Use Tax on Construction Materials:	172,333	186,120	201,010	217,090	234,458	
Motor Vehicle Use Tax	100,000	110,000	121,000	133,100	146,410	
Park Impact Fee:	100,000	100,000	100,000	200,000	250,000	
Trails Impact Fee:	45,000	45,000	45,000	90,000	112,500	
Open Space Sales Tax:	270,000	291,600	314,928	340,122	367,332	
Recreation Fees/Sales:	32,000	34,560	37,325	40,311	43,536	
Conservation Trust Fund:	200,000	100,000	100,000	100,000	100,000	
Investment Earnings:	20,000	21,600	23,328	25,194	27,210	
Total Revenue:	-	1,412,840	1,400,268	1,494,889	1,742,300	1,925,646
Less Operating Costs:		1,125,026	1,181,277	1,240,341	1,302,358	1,367,476
Transfer		534,679	561,413	589,483	618,957	649,905
Available for Capital Projects & Debt:	-	(246,864)	(342,422)	(334,935)	(179,015)	(91,735)
Capital Expenditures						
	Prior Yr Cost	2021 Budget	2022	2023	2024	2025
Total Cost						
Equipment:						
Vehicle Replacement	30,000	-		30,000		
John Deere Gator	20,000	-	20,000			
Capital Projects:						
PF201 Parks Master Plan Update	120,000	-	40,000	80,000		
PF211 Outer Canopy Net for Batting Cages	20,000	-	20,000			
PF212 Pitching Machine at Batting Cages	19,000	-	19,000			
PF203 Windsor Ditch	80,000	-	80,000			
PF213 Replace Soft Trails	40,000	-	20,000	20,000		
PF214 Winnick Park Playground Resurfacing	67,000	-	67,000			
Total Capital Equipment and Projects	\$0	266,000	\$100,000	\$30,000	\$0	\$0
Debt Service:						
Debt Payment	(1,347,300)	(269,460)	(269,460)	(269,460)	(269,460)	(269,460)
Total Financing and Debt Service		(\$269,460)	(\$269,460)	(\$269,460)	(\$269,460)	(\$269,460)
2020 Fund Balance	2,599,420					
Available Funds		1,817,096	1,105,214	470,819	\$22,344	(\$338,850)
33% of Expenditures or 110% Debt Service						
(Whichever is Larger)		547,702	575,088	603,842	634,034	665,736
		547,702	575,088	603,842	634,034	665,736

Project Title	Project Number	Department	Project Cost	Priority
Town Hall Space Needs Assessment	GF203	Administration	\$9,065,000	I

Project Description: This project includes the Town Hall Space Needs Assessment, potential property acquisition, design, and construction. Staff will seek grant funding from DOLA.

- **Estimated Total Project Cost:** \$9,045,000
 - Town Hall Needs Assessment \$45,000
 - Property acquisition/Design \$1,000,000
 - Construction \$8,000,000
- **2021 Estimated Expenditures:** \$20,000
- **Estimated Completion Date:** 2025

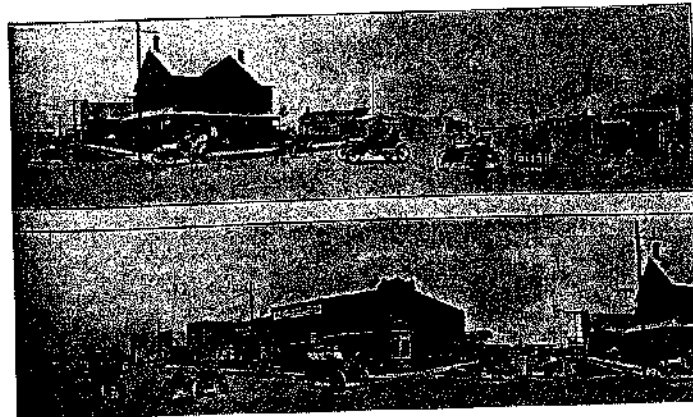


	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$25,000	\$20,000	\$0	\$0	\$1,000,000	\$8,000,000	\$9,045,000

Project Title	Project Number	Department	Project Cost	Priority
Downtown Area Study	GF201	Planning	\$75,000	III

Project Description: A Downtown Area Plan is proposed in order to establish a clear vision and future for the Cleveland Avenue corridor and adjacent areas. The downtown, including Centennial Park, is continually sought as a venue to host community events, and serves as the Town's center for culture, entertainment and retail. Known challenges exist including aging infrastructure, stormwater drainage, safe and convenient pedestrian access, efficient movement of vehicles, parking and ADA access, building age and appearance, commercial tenant mix and others. A plan is desirable to engage the community and identify a unified vision for the future of the downtown that the community supports. The plan will also identify and prioritize implementation steps for achieving the vision, as well as planning level cost estimates for use in developing future CIP projects.

- **Estimated Total Project Cost:** \$75,000
- **Estimated Completion Date:** 2021

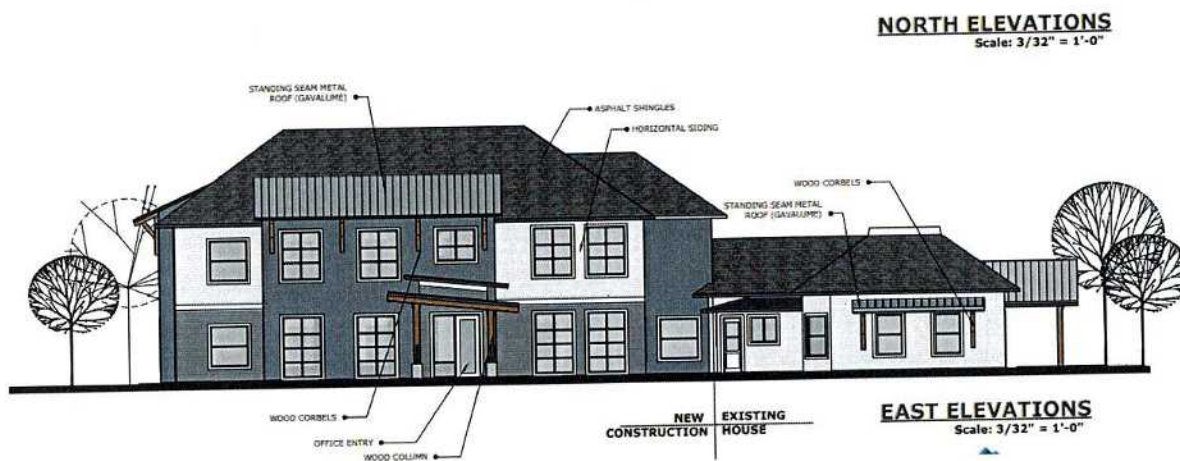


	2021	2022	2023	2024	2025	Total
Project Amount	\$75,000	\$0	\$0	\$0	\$0	\$75,000

Project Title	Project Number	Department	Project Cost	Priority
3749 Harrison Expansion & Property Acquisition	GF193	Administration	\$1,580,744	1

Project Description: This item includes the previous purchase of the house at 3804 Cleveland Ave in 2020. This property is currently being used for the Planning Department staff offices (\$280,744). And in 2021, includes the 3749 Harrison Ave Expansion (\$1,300,000)

- **Estimated Total Project Cost:** \$1,580,744
- **Estimated Completion Date:** 2021



	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$280,744	\$1,300,000	\$0	\$0	\$0	\$0	\$1,580,744

Project Title	Project Number	Department	Project Cost	Priority
Comp Plan/Land Use Update	GF192	Planning	\$200,000	II

Project Description: The Town's Comprehensive Plan provides the policy framework for regulatory tools like zoning, subdivision regulations, annexations, and other policies. The Comprehensive Plan promotes the community's vision, goals, objectives, and policies; establishes a process for orderly growth and development; addresses both current and long-term needs; and provides for a balance between the natural and built environment. The Town's land use regulations will also be updated to construct a framework for achieving the vision created in the Comprehensive Plan and accommodate future development in a responsible manner.

- **Estimated Total 2 Year Project Cost:** \$200,000
- **Expended in Prior Fiscal Year(s):** \$67,387
- **Estimated 2021 Project Cost:** \$132,613
- **Estimated Completion Date:** 2021



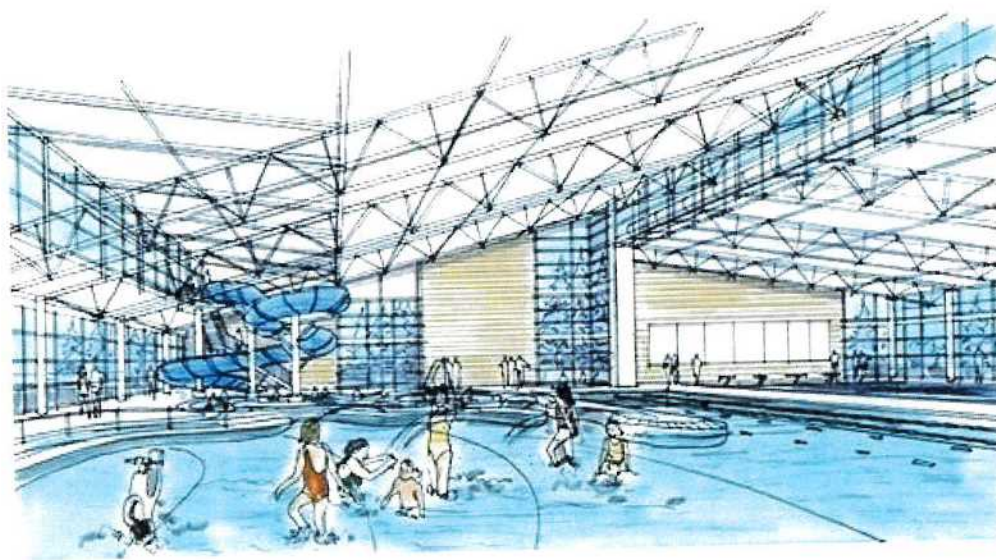
PLAN WELL
VISION FOR TOMORROW
SOLUTIONS FOR TODAY

	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$67,387	\$132,613	\$0	\$0	\$0	\$0	\$200,000

Project Title	Project Number	Department	Project Cost	Priority
Recreation Feasibility Study	GF213	Administration	\$50,000	III

Project Description: Based on community feedback, this project is included in the 5-year capital plan. This project would likely include a community feasibility study, to get a better understanding of necessary steps to develop a recreation center.

- **Estimated Total Project Cost:** \$50,000
- **2021 Estimated Expenditures:** \$50,000
- **Estimated Completion Date:** 2021

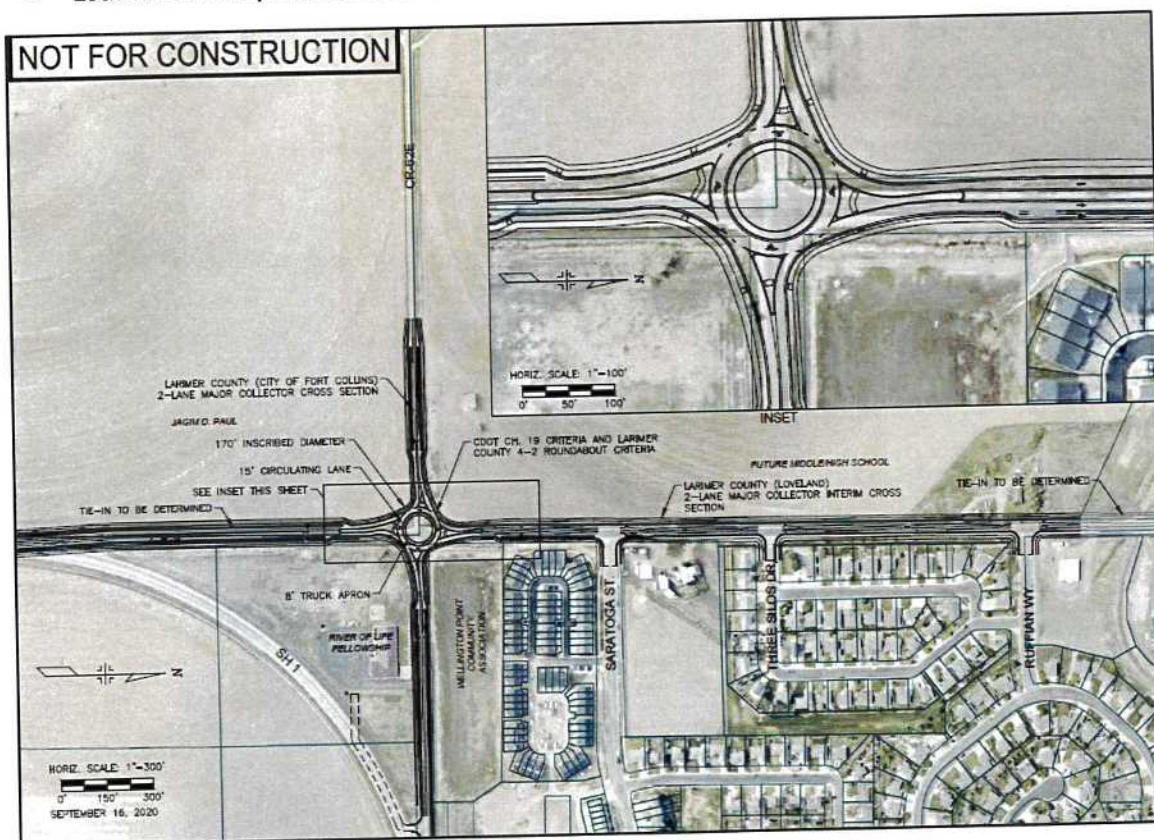


	2021	2022	2023	2024	2025	Total
Project Amount	\$50,000	\$0	\$0	\$0	\$0	\$50,000

Project Title	Project Number	Department	Project Cost	Priority
Hwy 1/CR9/CR62E Intersection Conceptual Design	GF205	Planning	\$70,000	II

Project Description: With the opening of a new high school, the nearest intersections with State Highway 1 and County Road 9 and County Road 62E were identified as priority intersections to improve. The Town approved a contract extension with Felsburg, Holt & Ullevig, the transportation engineering firm already working for the Town on the Comprehensive Plan, to evaluate these intersections and prepare conceptual design options. A preferred alignment is identified and cost estimates and a phasing/funding plan is being prepared.

- **Estimated Total Project Cost:** \$70,000
- **Expended in Prior Fiscal Year(s):** \$5,435
- **Estimated 2021 Project Cost:** \$64,565
- **Estimated Completion Date:** 2021



	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$5,435	\$64,565	\$0	\$0	\$0	\$0	\$70,000

Project Title	Project Number	Department	Project Cost	Priority
Tract F	GF211	Planning	\$305,000	II

Project Description: A 12.5 acre parcel along the I-25 Frontage Road serves the stormwater detention needs of several subdivisions. The stormwater detention pond improvements were not completed due to economic recession in the mid-2000's. Since that time, single-family residential lots in Columbine Estates have been left undeveloped. The Town approved an agreement with a developer to partner in sharing costs for completing the stormwater improvements to clean up the site and provide the required stormwater detention needs for the remaining undeveloped lots. After improvements are completed and accepted by the Town, the Town will reimburse the developer for a portion of expenses, less \$75,000 which will be held for a period of 2 years to cover warranty work for the improvements.

- **Estimated Total 3 Year Project Cost:** \$305,000
- **Estimated 2021 Project Cost:** \$230,000 (\$75,000 held for 2-year warranty period)
- **Estimated Completion Date:** 2023 (end of warranty)



	2021	2022	2023	2024	2025	Total
Project Amount	\$230,000	\$0	\$75,000	\$0	\$0	\$305,000

Project Title	Project Number	Department	Project Cost	Priority
Street Sweeper	Equipment	PW - Streets	\$244,000	II

Project Description: The existing street sweeper is 21 years old. Continued failures of various systems on the existing sweeper have resulted in a high level of maintenance and unpredictable reliability.

Estimated Total Project Cost: \$244,000

Estimated Completion Date: 2021

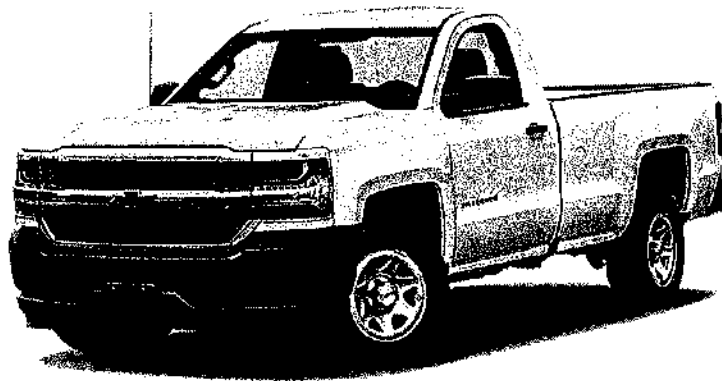


	2021	2022	2023	2024	2025	Total
Project Amount	\$244,000	\$0	\$0	\$0	\$0	\$244,000

Project Title	Project Number	Department	Project Cost	Priority
Vehicle Replacement	Equipment	PW - Streets	\$60,000	III

Project Description: This item includes the purchase of new vehicles as needed for future new field employees. Also included, is the replacement of older vehicles that have reached a point where they are no longer reliable or cost-effective to maintain.

- **Estimated Total Project Cost:** \$60,000
- **Estimated Completion Date:** Ongoing



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$30,000	\$0	\$30,000	\$0	\$60,000

Project Title	Project Number	Department	Project Cost	Priority
Zero Turn Mower	Equipment	PW - Streets	\$40,000	III

Project Description: As the Town expands, additional open spaces, parks and streetscapes are brought into the Town's inventory for maintenance. As a result, additional resources are needed to meet increasing needs.

- **Estimated Total Project Cost:** \$40,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$40,000	\$0	\$0	\$0	\$0	\$40,000

Project Title	Project Number	Department	Project Cost	Priority
John Deere Gator	Equipment	PW – Streets/Water	\$45,000	III

Project Description: Plant facility maintenance programs continue to increase due to increasing demand and facility age. This purchase will allow for increased efficiency through increased mobility for parts and material handling. This will be split among the streets and water departments. The breakout is \$30,000 allocated to the street fund and \$15,000 to the water fund.

- **Estimated Total Project Cost:** \$45,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$45,000	\$0	\$0	\$0	\$0	\$45,000

Project Title	Project Number	Department	Project Cost	Priority
Old Town Street Repair	SF181	PW - Streets	\$1,403,871	II

Project Description: Due to age and condition of the existing street infrastructure within town, a strategic multi-year repair plan was previously developed to rehabilitate selected streets, curb/gutter and sidewalk in the Old Town area. This project represents the 5th year of a 6-year program for streets within the Old Town area. This program is scheduled to end in 2022.

- **Estimated 5 Year Total Project Cost:** \$1,403,871
- **2021 Estimated Expenditures:** \$449,440
- **Estimated Completion Date:** 2022

Before



After



	Prior Cost	2021	2022	2022	2023	2024	Total
Project Amount	\$449,440	\$449,440	\$504,991	\$0	\$0	\$0	\$1,403,871

Project Title	Project Number	Department	Project Cost	Priority
Street Rehabilitation	SF231	PW - Streets	\$1,704,150	II

Project Description: Due to age and condition of the existing street infrastructure within town, a strategic multi-year repair plan was previously developed to rehabilitate selected streets, curb/gutter and sidewalk in the Old Town area, which will be complete in 2022. This general approach is expected to continue into the foreseeable future as this program is extended to address similar needs in other parts of Town. A Paving Study is planned for 2022, which will inform this on-going program moving forward. Pending that study, the proposed funding shown for future years are placeholders for financial planning purposes.

Estimated Total Project Cost: \$1,704,150

- **2021 Estimated Expenditures:** \$0
- **Estimated Completion Date:** Ongoing

Before



After



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$0	\$535,290	\$567,408	\$601,452	\$1,704,150

Project Title	Project Number	Department	Project Cost	Priority
Newer Subdivision Seal Coat/Crack Fill	SF182	PW - Streets	\$469,833	I

Project Description: As asphalt paving ages, cracks will start to form cracks in the top surface. This allows runoff to infiltrate to the subgrade, which accelerates the deterioration of the paving and results in more costly major repairs. This is a maintenance program to prevent or delay those major repairs and lengthen the lifespan of streets and Town parking lots.

The proposed costs in future years reflect an inflation-adjusted amounts for an on-going commitment to basic paving maintenance.

- **Estimated 5 Year Project Cost:** \$469,833
- **2021 Estimated Expenditures:** \$71,461
- **Estimated Completion Date:** Ongoing Maintenance



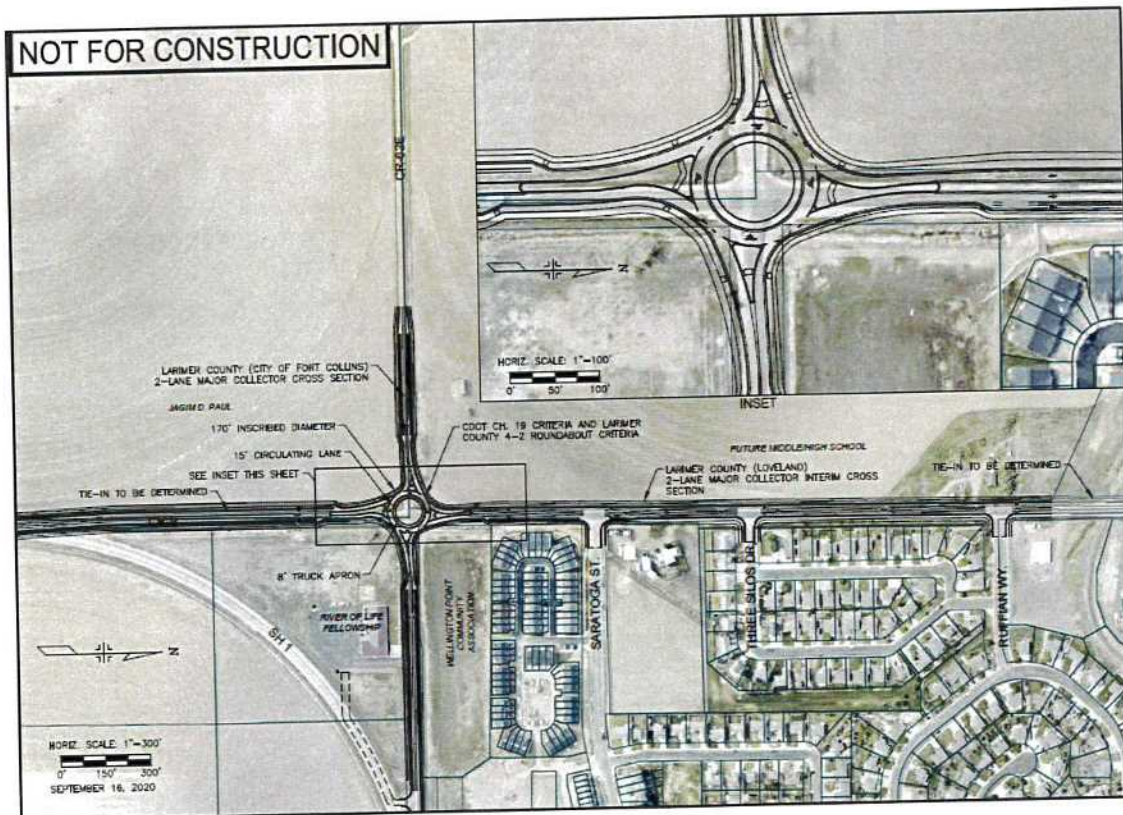
Example of seal coat/ crack fill project

	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$67,000	\$71,461	\$75,749	\$80,294	\$85,111	\$90,218	\$469,833

Project Title	Project Number	Department	Project Cost	Priority
Highway 1 Intersection Improvements	SF211	Planning	\$5,000,000	II

Project Description: Intersection improvements are needed at the intersections of State Highway 1 and County Road 9 and County Road 62E associated with the opening of a new high school and for the long-term traffic needs of the Town. A conceptual design is nearly completed, and funding will be needed for final engineering design, right-of-way acquisition, utility relocation and construction. There are sources for federal transportation grants that will be pursued to offset some of the costs of the intersection improvements. Adjacent future developments will also be partners in funding the improvements.

- **Estimated Total 3 Year Project Cost:** \$5,000,000
- **Estimated 2021 Project Cost:** \$750,000 (engineering design and right-of-way acquisition)
- **Estimated 2022 Project Cost:** \$2,250,000 (construction)
- **Estimated 2023 Project Cost:** \$2,000,000 (construction)
- **Estimated Completion Date:** 2023



	2021	2022	2023	2024	2025	Total
Project Amount	\$750,000	\$2,250,000	\$2,000,000	\$0	\$0	\$5,000,000

Project Title	Project Number	Department	Project Cost	Priority
I-25 Interchange	SF201	Public Works	\$1,000,000	II

Project Description: In order to have the State Highway 1 interchange be on CDOT's interchange replacement program, the Town will need to set money aside for a 30% design of the interchange. Funds have been set aside the last two fiscal years as a commitment to fund this project. 2021 would be the third year of funding.

The Town may elect to re-allocate these funds to another priority street or intersection project with a more immediate need and shorter construction timeline. If a re-allocation for these funds is desired, funds can be set aside for the State Highway 1 / I-25 interchange in future fiscal years.

- **Estimated 3 Year Total Project Cost:** \$1,000,000
- **2021 Estimated Expenditures:** \$666,666
- **Estimated Completion Date:** 2022

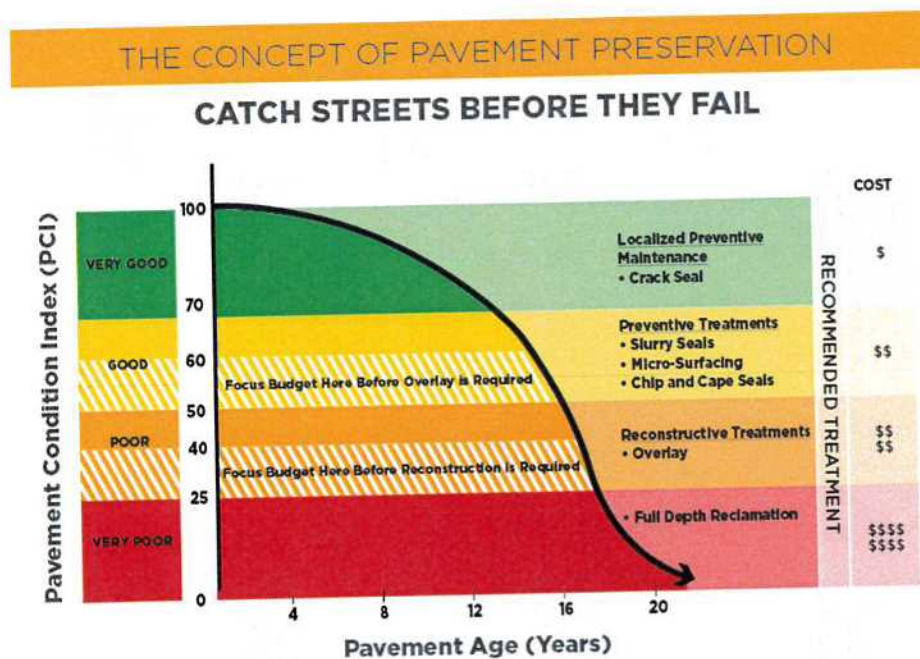


	2021	2022	2023	2024	2025	Total
Project Amount	\$666,666	\$333,334	\$0	\$0	\$0	\$1,000,000

Project Title	Project Number	Department	Project Cost	Priority
Pavement Study	SF202	PW - Streets	\$44,000	II

Project Description: The Pavement Study will assess the condition of Wellington streets and provide conceptual long-range planning information to prioritize, schedule and budget on-going street maintenance and repair.

- Estimated Total Project Cost: \$44,000
- Estimated Completion Date: 2022

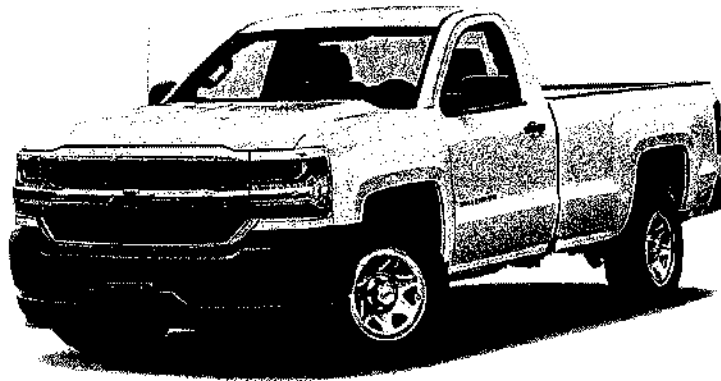


	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$44,000	\$0	\$0	\$0	\$44,000

Project Title	Project Number	Department	Project Cost	Priority
Vehicle Replacement	Equipment	PW - Water	\$60,000	III

Project Description: This item includes the purchase of new vehicles as needed for future new field employees. Also included, is the replacement of older vehicles that have reached a point where they are no longer reliable or cost-effective to maintain.

- **Estimated Total Project Cost:** \$60,000
- **Estimated Completion Date:** Ongoing



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$30,000	\$0	\$0	\$30,000	\$60,000

Project Title	Project Number	Department	Project Cost	Priority
Bulk NaOH and Antiscalant Tanks	Storage	PW – Water Treatment	\$38,000	II

Project Description: The existing bulk chemical storage systems are undersized and in need of replacement. The new tanks will be approximately 5000 gallons for each chemical

- **Estimated Total Project Cost:** \$38,000
- **2021 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2022



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$38,000	\$0	\$0	\$0	\$38,000

Project Title	Project Number	Department	Project Cost	Priority
Membranes for Nano	Equipment	PW - Water	\$56,589	II

Project Description: Replacement of the Nanofiltration Plant membranes. These membranes lose effectiveness and reliability over time and must be replaced on a regular basis based on usage.

- **Estimated Total Project Cost:** \$56,589
- **Estimated Completion Date:** 2021



	Prior Year	2021	2022	2023	2024	2025	Total
Project Amount	\$27,698	\$28,891	\$0	\$0	\$0	\$0	\$56,589

Project Title	Project Number	Department	Project Cost	Priority
Zero Turn Mower	Equipment	PW - Water	\$18,000	III

Project Description: Increase need for zero turn mower at the water facility.

- **Estimated Total Project Cost:** \$18,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$18,000	\$0	\$0	\$0	\$0	\$18,000

Project Title	Project Number	Department	Project Cost	Priority
Water Efficiency Program Equipment	Equipment	PW - Water	\$772,000	II

Project Description:

- Estimated Total Project Cost: \$772,000
- Estimated Completion Date: 2024



	2021	2022	2023	2024	2025	Total
Project Amount	\$160,000	\$240,000	\$177,000	\$195,000	\$0	\$772,000

Project Title	Project Number	Department	Project Cost	Priority
Front End Loader	Equipment	PW - Water	\$450,000	II

Project Description: The purchase of a new front-end loader, used for sludge removal from gravity drying beds, is planned for replacement in 2023. The actual make and model will be determined as the future needs of water plant are determined through the design process for the plant expansion.

- **Estimated Total Project Cost:** \$450,000
- **Estimated Completion Date:** 2024



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$0	\$0	\$450,000	\$0	\$450,000

Project Title	Project Number	Department	Project Cost	Priority
Skid Loader	Equipment	PW - Water	\$50,000	III

Project Description: This skid loader is needed for chemical and equipment deliveries and miscellaneous tasks throughout the plant, and will likely be shared between the streets and parks. The actual make and model will be determined at a later date.

- **Estimated Total Project Cost:** \$50,000
- **Estimated Completion Date:** 2022



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$50,000	\$0	\$0	\$0	\$50,000

Project Title	Project Number	Department	Project Cost	Priority
Water Treatment Plant Expansion	WF182	PW - Water	\$28,450,000	I

Project Description: As a result of the independent review of the Water Treatment Plant Expansion Project, several elements of the proposed design have changed. That independent review is complete, and a new design engineer has been selected.

The design phase of the project is already underway, and construction and/or equipment pre-purchase is expected to begin in 2021. The estimated completion date is May 2024.

- **Estimated Total Project Cost:** \$28,450,00
- **Estimated 2021 Project Cost:** \$7,850,000
- **Estimated Completion Date:** 2024

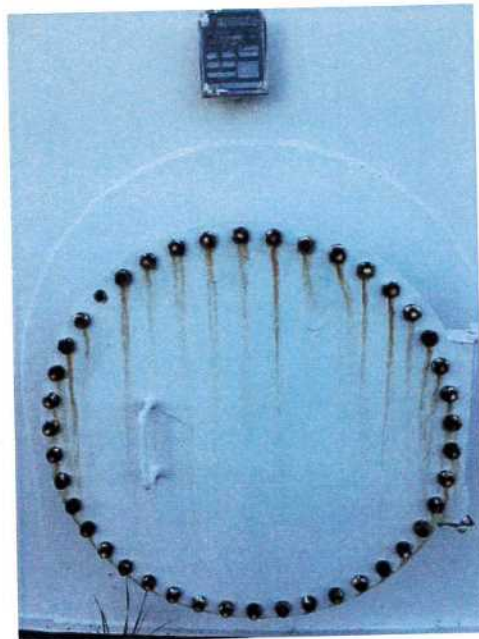


	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$450,000	\$7,850,000	\$9,625,000	\$9,425,000	\$1,100,000	\$0	\$28,450,000

Project Title	Project Number	Department	Project Cost	Priority
Tank Coatings	WF184	PW – Water	\$25,000	II

Project Description: This project consists of re-coating the exterior of both finished water storage tanks located at the WTP site. The current coatings are original on both the 1MG and the 2MG and are badly deteriorated.

- **Estimated Total Project Cost:** \$25,000
- **Estimated Completion Date:** 2022

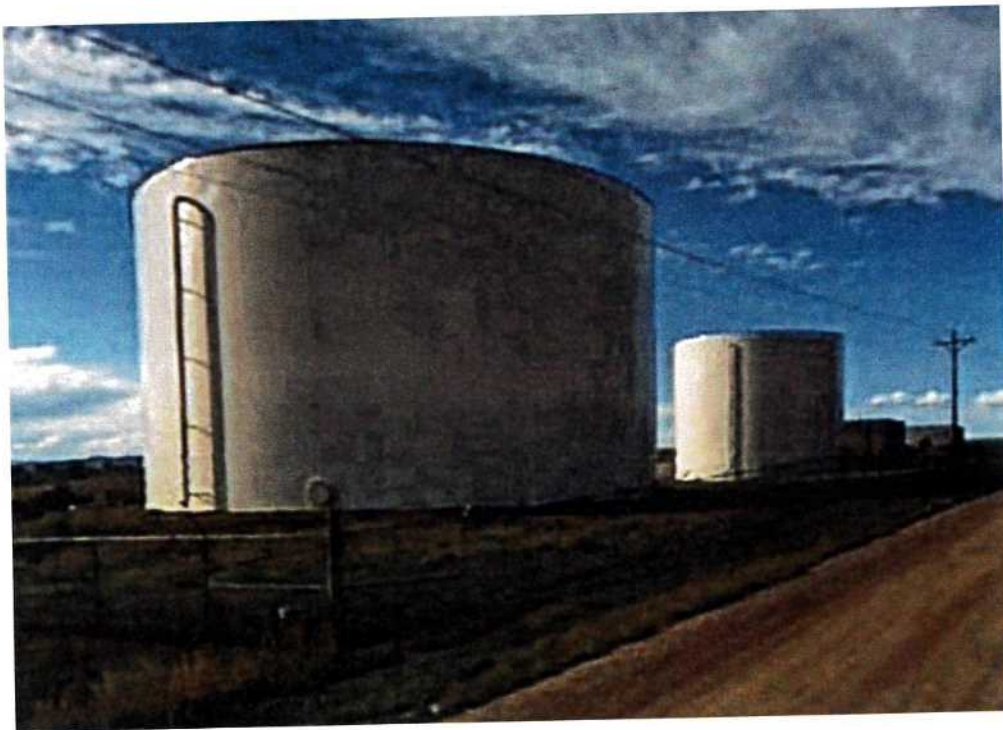


	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$25,000	\$0	\$0	\$0	\$25,000

Project Title	Project Number	Department	Project Cost	Priority
Disinfection byproduct rule compliance (Tank Aeration)	WF185	PW – Water	\$50,000	II

Project Description: : The disinfection byproduct rule has continually proven challenging to meet, due to the piping configuration of water tanks. Tank aeration would help improve disinfection byproducts, water age, and overall quality of the water held in the storage tanks.

- **Estimated Total Project Cost:** \$50,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$50,000	\$0	\$0	\$0	\$0	\$50,000

Project Title	Project Number	Department	Project Cost	Priority
Wilson Well Improvements	WF187	PW – Water	\$612,737	I

Project Description: Several elements of the past project were deferred to 2021 and 2022. The pump and control upgrades are substantially complete, and those new improvements are functioning as planned. The deferred elements of the project planned for 2021 include a new hatch, access and stairway improvements, and other minor improvements for the South Wellhouse.

Estimated Total Project Cost: \$612,737

- **Estimated Completion Date:** 2022



	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$382,737	\$75,000	\$155,000	\$0	\$0	\$0	\$612,737

Project Title	Project Number	Department	Project Cost	Priority
Nano Plant Expansion	WF188	PW – Water	\$47,513	1

Project Description:

Estimated Total Project Cost: \$47,513

- **Estimated Completion Date: 2021**



	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$9,565	\$37,948	\$0	\$0	\$0	\$0	\$47,513

Project Title	Project Number	Department	Project Cost	Priority
Clearwell HS Pump Upgrades	WF189	PW – Water	\$25,000	II

Project Description:

Estimated Total Project Cost: \$25,000

- **Estimated Completion Date: 2021**



	2021	2022	2023	2024	2025	Total
Project Amount	\$25,000	\$0	\$0	\$0	\$0	\$25,000

Project Title	Project Number	Department	Project Cost	Priority
Bulk Water Dispenser	WF201	PW - Water	\$70,000	III

Project Description: The bulk water dispenser is outdated and requires frequent repair. Replacement parts are difficult to source. It is expected that bulk water sales will continue to be regulated to manage water demand until the water treatment plant expansion project is completed, so this upgrade is planned for 2024.

- **Estimated Total Project Cost:** \$70,000
- **Estimated Completion Date:** 2024



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$0	\$0	\$70,000	\$0	\$70,000

Project Title	Project Number	Department	Project Cost	Priority
Improve Carbon Feed System	WF203	PW – Water	\$79,500	II

Project Description: Activated carbon feed is the Town's primary treatment system for taste and odor at the conventional water treatment system located at the main plant site. The current carbon feed system is primitive and does not function reliably, requiring frequent repair. Since the existing carbon feed system may need to be removed early in the construction of the WTP expansion project, this equipment may require relocation. More information will be available as the project moves through the design process, so this project might be delayed depending on design and construction considerations.

- **2021 Estimated Expenditures:** \$79,500
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$79,500	\$0	\$0	\$0	\$0	\$70,000

Project Title	Project Number	Department	Project Cost	Priority
Fire Hydrant Replacement	WF204	PW - Water	\$274,104	1

Project Description: This program consists of replacement of older fire hydrants throughout Town. These fire hydrants are in older areas of town and should be replaced to provide flowrate and operational improvement. This program includes replacement of six hydrants per year for three years.

- **Estimated Total Project Cost:** \$274,104
- **2021 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2024



	Prior Year	2021	2022	2023	2024	2025	Total
Project Amount	\$60,000	\$0	\$66,000	\$72,600	\$75,504	\$0	\$274,104

Project Title	Project Number	Department	Project Cost	Priority
Buffalo Creek Booster Station Upgrade	WF206	PW - Water	\$25,000	II

Project Description: The Buffalo Creek Booster Station provides boosted flow and pressure to areas located in the northwest area of town, such as Buffalo Creek and planned future developments. This facility must be upgraded as part of a nearby development in cooperation with the Town. This budget is provided for expenses associated with minor additional upgrades that are the responsibility of the Town.

- **Estimated Total Project Cost:** \$25,000
- **2021 Estimated Expenditures:** \$25,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$25,000	\$0	\$0	\$0	\$0	\$25,000

Project Title	Project Number	Department	Project Cost	Priority
Distribution System Improvements and Oversizing Program	WF207	PW - Water	592,564	II

Project Description: Many water distribution pipes in the older areas of town are asbestos-cement (AC) or ductile iron. These older types of pipe are often subject to failure and leakage. This is a proposed ongoing program to rehabilitate or replace these and other pipes throughout town. This program also includes funding for potential oversizing of development-built water pipelines. The nature and timing of oversizing opportunities are difficult to predict, so this budget should be considered conceptual.

- **Estimated Total 5 Year Project Cost:** \$592,564
- **2021 Estimated Expenditures:** \$100,000
- **Estimated Completion Date:** 2025



	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$40,000	\$100,000	\$105,000	\$110,250	\$115,763	\$121,551	\$592,564

Project Title	Project Number	Department	Project Cost	Priority
RRA and ERP (EPA Mandate)	WF211	PW - Water	\$120,000	I

Project Description: The American Water Infrastructure Act (AWIA) requires community (drinking) water systems serving more than 3,300 people to develop or update Risk and Resilience Assessments (RRAs) and Emergency Response Plans (ERPs). Each community water system shall assess the risks to, and resilience of, its system. Such an assessment shall include:

1. The risk to the system from malevolent acts and natural hazards
 2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system
 3. The monitoring practices of the system
 4. The financial infrastructure of the system
 5. The use, storage, or handling of various chemicals by the system
 6. The operation and maintenance of the system.
- **Estimated Total Project Cost:** \$120,000
 - **2021 Estimated Expenditures:** \$120,000
 - **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$120,000	\$0	\$0	\$0	\$0	\$120,000

Project Title	Project Number	Department	Project Cost	Priority
SCADA Improvements	WF212	PW - Water	\$70,000	I

Project Description: This equipment will greatly improve the resilience of the plant's Supervisory Control and Data Acquisition (SCADA system), including the physical security and cybersecurity of the plant. This purchase will be informed by the Risk and Resilience Assessment and Emergency Response Plan, which is also included in this 5-year CIP plan.

- **Estimated Total Project Cost:** \$70,000
- **2021 Estimated Expenditures:** \$70,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$70,000	\$0	\$0	\$0	\$0	\$70,000

Project Title	Project Number	Department	Project Cost	Priority
Valve Actuator Replacements	WF213	PW - Water	\$50,000	I

Project Description: The actuated valves for the filter system at the main plant are old and prone to failure. These outdated valves are scheduled for replacement over the next two years.

- **Estimated Total Project Cost:** \$50,000
- **2021 Estimated Expenditures:** \$25,000
- **Estimated Completion Date:** 2022



	2021	2022	2023	2024	2025	Total
Project Amount	\$25,000	\$25,000	\$0	\$0	\$0	\$50,000

Project Title	Project Number	Department	Project Cost	Priority
Filter Media Replacement	WF214	PW - Water	\$220,000	II

Project Description: The filters associated with the flocculation/sedimentation process at the main plant are in need of rehabilitation and/or replacement.

- **Estimated Total Project Cost:** \$220,000
- **2021 Estimated Expenditures:** \$220,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$220,000	\$0	\$0	\$0	\$0	\$220,000

Project Title	Project Number	Department	Project Cost	Priority
Pretreatment Sonde	WF215	PW - Water	\$40,000	II

Project Description: The main plant draws raw water from a shallow reservoir, which is subject to fluxuating water quality. This seven sensor sonde is configured for pH, temperature, ORP, Conductivity, Chlorophyll A, and Cyanobacteria (Blue Green Algae). Understanding these parameters will increase operators' ability to understand water quality issues and proactively adjust treatment processes accordingly.

- **Estimated Total Project Cost:** \$40,000
- **2021 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2022



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$40,000	\$0	\$0	\$0	\$40,000

Project Title	Project Number	Department	Project Cost	Priority
Redundant Nano/RO Motor	WF216	PW - Water	\$45,000	II

Project Description: This equipment is proposed for purchase in a continuing effort to stock adequate replacement parts. These motors are key parts in the nanofiltration (Nano) and reverse osmosis (RO) processes. Having these parts on the shelf will help provide continuity of operations.

- **Estimated Total Project Cost:** \$45,000
- **2021 Estimated Expenditures:** \$45,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$45,000	\$0	\$0	\$0	\$0	\$45,000

Project Title	Project Number	Department	Project Cost	Priority
Covered Equipment Storage	WF217	PW - Water	\$30,000	II

Project Description: This storage facility will provide a secure, climate-protected place to store equipment. The location will be planned to work in conjunction with the plat expansion project.

- **Estimated Total Project Cost:** \$30,000
- **2021 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2023



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$0	\$30,000	\$0	\$0	\$30,000

Project Title	Project Number	Department	Project Cost	Priority
Water Source Development	WD18	PW - Water	\$14,575,714	I

Project Description: Purchase of water shares. The plan is to expend exactly what we bring in each year in order to secure long term water rights for the Town.

- **Estimated Total 5 Year Project Cost:** \$14,575,714
- **2021 Estimated Expenditures:** \$2,691,072
- **Estimated Completion Date:** Ongoing

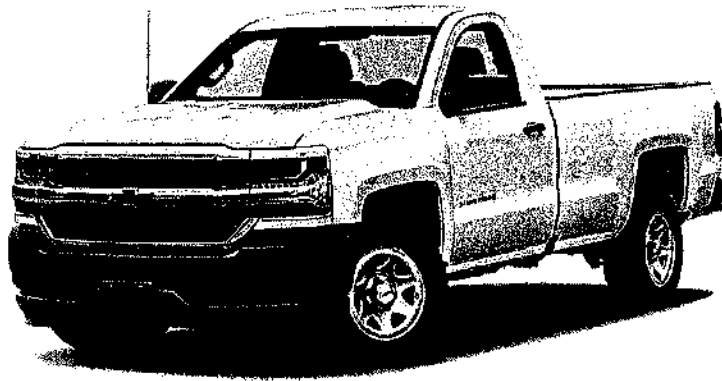


	2021	2022	2023	2024	2025	Total
Project Amount	\$2,691,072	\$2,798,715	\$2,910,663	\$3,027,090	\$3,148,174	\$14,575,714

Project Title	Project Number	Department	Project Cost	Priority
Vehicle Replacement	Equipment	PW - Sewer	\$60,000	III

Project Description: This item includes the purchase of new vehicles as needed for future new field employees. Also included, is the replacement of older vehicles that have reached a point where they are no longer reliable or cost-effective to maintain.

- **Estimated Total Project Cost:** \$60,000
- **Estimated Completion Date:** Ongoing



	2021	2022	2023	2024	2025	Total
Project Amount	\$30,000	\$0	\$0	\$30,000	\$0	\$60,000

Project Title	Project Number	Department	Project Cost	Priority
Vacuum Truck	Equipment	PW – Sewer	\$540,000	III

Project Description: The existing vacuum truck is 24 years old and is need of replacement. Breakdowns are common and replacement parts are becoming scarce. A reliable vacuum truck is critical to the operation of the wastewater collection system. This truck will also provide pot holing capability for location of underground pipelines.

- **Estimated Total Project Cost:** \$540,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$540,000	\$0	\$0	\$0	\$0	\$540,000

Project Title	Project Number	Department	Project Cost	Priority
Zero Turn Mower	Equipment	PW - Sewer	\$9,000	III

Project Description: As the Town expands, additional open spaces, parks and streetscapes are brought into the Town's inventory for maintenance. As a result, additional resources are needed to meet increasing needs.

- **Estimated Total Project Cost:** \$9,000
- **Estimated Completion Date:** 2022



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$9,000	\$0	\$0	\$0	\$9,000

Project Title	Project Number	Department	Project Cost	Priority
Skid Steer Aeration	Equipment	PW – Sewer	\$24,000	II

Project Description: As part of the biosolids handling program, biosolids are worked to aerate and encourage drying. These solids are trucked off-site as part of regular operation, so reducing the weight is an important operational cost consideration. The existing equipment used for this purpose is aging and in need of future replacement. The biosolids handling program is not expected to change significantly with the future expansion project.

- **Estimated Total Project Cost:** \$24,000
- **2021 Estimated Expenditures:** \$24,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$24,000	\$0	\$0	\$0	\$0	\$24,000

Project Title	Project Number	Department	Project Cost	Priority
Wastewater Pumps	WWF181	PW – Sewer	\$87,249	I

Project Description: Many of the existing pumps throughout the plant date back to original construction. As these existing pumps age, they must be replaced to ensure reliable performance and improved efficiency. This is a continuation of a pump replacement program initiated in 2020. These pump replacements will be planned to work in conjunction with the future plant expansion, if possible.

Estimated Total Project Cost: \$87,249

- **2021 Estimated Expenditures:** \$19,000
- **Estimated Completion Date:** Ongoing



	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$21,249	\$19,000	\$22,000	\$25,000	\$0	\$0	\$87,249

Project Title	Project Number	Department	Project Cost	Priority
WWTP Expansion Design and Construction	WWF211, WWF241	PW – Sewer	\$41,500,000	II

Project Description: As discussed in the description for the Wastewater Masterplan Project, the wastewater treatment plant is quickly nearing its design capacity. The wastewater masterplan project has outlined specific improvements to accommodate future growth while meeting State discharge permit requirements. Design of this project is expected to begin in late 2020 and extend into 2021. Construction and/or equipment procurement is expected to begin in 2021.

Estimated Total Project Cost: \$41,500,000

- **Estimated Completion Date:** 2024



	2021	2022	2023	2024	2025	Total
Project Amount	\$2,750,000	\$13,375,000	\$13,375,000	\$12,000,000	\$0	\$41,500,000

Project Title	Project Number	Department	Project Cost	Priority
WW Collection Improvements and Oversizing	WWF212	PW – Sewer	\$862,025	III

Project Description: Many wastewater collection pipes in the older areas of Town are asbestos-cement (AC) or ductile iron (DIP). These older types of pipe are often subject to failure and leakage. Other pipeline may require upsizing. This is a proposed on-going program to rehabilitate or replace these pipes based on the recommendations of the Wastewater Master Plan currently underway. This program will also include potential oversizing of development-built water pipelines. The nature and timing of oversizing opportunities are difficult to predict, so this budget should be considered conceptual.

- **Estimated Total Project Cost:** \$862,025
- **2021 Estimated Expenditures:** \$200,000
- **Estimated Completion Date:** Ongoing



	2021	2022	2023	2024	2025	Total
Project Amount	\$200,000	\$210,000	\$220,500	\$231,525	\$243,101	\$862,025

Project Title	Project Number	Department	Project Cost	Priority
Collection System Manhole Rehabilitation Program	WWF204	PW – Sewer	\$124,300	I

Project Description: The manholes within the wastewater collection system are subject to wear and deterioration that should be addressed on an on-going basis, particularly in older areas of town. Often, manholes require repair or adjustment prevent infiltration and inflow. This project will allow for the highest priority manhole repairs to be completed on an on-going annual basis into the future.

- **Estimated 5 Year Project Cost:** \$124,300
- **2021 Estimated Expenditures:** \$0
- **Estimated Completion Date:** 2025

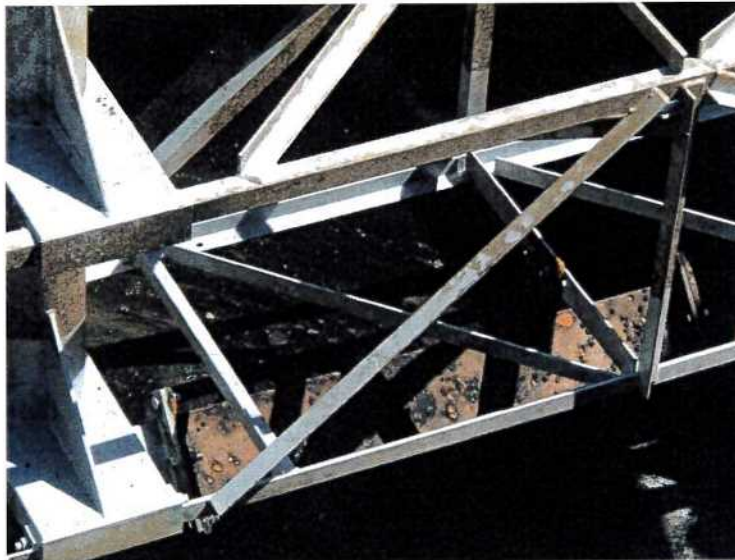


	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$25,000	\$0	\$30,000	\$33,000	\$36,300	\$39,930	\$124,300

Project Title	Project Number	Department	Project Cost	Priority
Clarifier Rehabilitation (Tobrows)	WWF183	PW – Sewer	\$212,000	I

Project Description: While servicing clarifiers number 3 & 4, it was observed that the return sludge mechanisms (Tobrows) were severely corroded. This project consists of replacing the deteriorated parts to ensure uninterrupted, reliable operation. Both clarifiers will be incorporated into the future plant expansion and will continue to function well into the future. This project began in 2020.

- **Estimated Total Project Cost:** \$212,000
- **2021 Estimated Expenditures:** \$193,726
- **Estimated Completion Date:** 2021



	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$18,274	\$193,726	\$0	\$0	\$0	\$0	\$212,000

Project Title	Project Number	Department	Project Cost	Priority
Clarifier Rehabilitation Project (recoating)	WWF203	PW – Sewer	\$110,000	II

Project Description: Serious deterioration of the coatings for the metal parts in clarifiers 3 and 4 were found during a recent inspection with the clarifiers drained. Rapid deterioration of the metal components can be expected without recoating, which would result in loss of functionality of the clarifiers. This project began in 2020.

- **Estimated Total Project Cost:** \$110,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$110,000	\$0	\$0	\$0	\$0	\$110,000

Wastewater & Collection Systems Masterplan	WWF191	PW – Sewer	\$205,000	1
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Project Description: This project will provide analysis of future treatment needs in accordance with future growth projections, alternative analysis and conceptual budgeting for various design approaches to provide a roadmap for the upcoming expansion project.

Additionally, this project includes a wastewater collection masterplan, which will include hydraulic modeling, the identification of a wastewater main and/or pumping improvements, alternatives analysis and conceptual budgeting. This masterplan will look forward to future growth within the Growth Management Area (GMA) in order to inform the future capital improvement plan and the oversizing program.

- **Estimated Total Project Cost:** \$205,000
- **2021 Estimated Expenditures:** \$132,856
- **Estimated Completion Date:** 2021

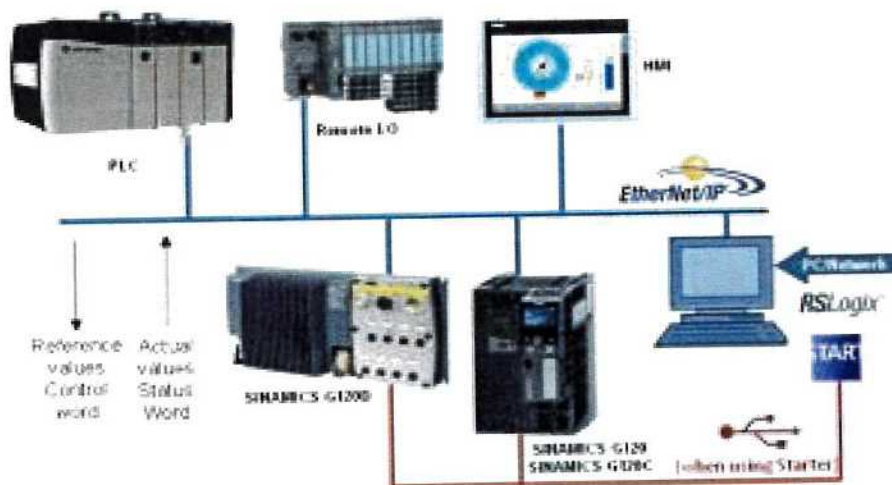


	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$72,144	\$132,856	\$0	\$0	\$0	\$0	\$205,000

Project Title	Project Number	Department	Project Cost	Priority
SCADA Upgrades	WWF214	PW - Sewer	\$25,000	I

Project Description: The Wastewater Treatment Plant's SCADA system currently utilized a fiber optic/coax cable internal network system. The communication cards and other communication components using this outdated system are becoming obsolete. In order to facilitate continued reliable operation, these networks need to be replaced with ethernet based networks. This technology will be compatible with the future system installed with the plant expansion project.

- **Estimated Total Project Cost:** \$25,000
- **2021 Estimated Expenditures:** \$25,000
- **Estimated Completion Date:** 2021

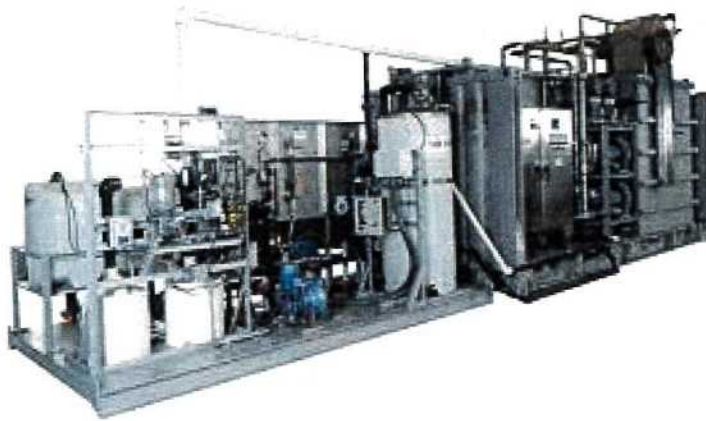


	2021	2022	2023	2024	2025	Total
Project Amount	\$25,000	\$0	\$0	\$0	\$0	\$25,000

Project Title	Project Number	Department	Project Cost	Priority
Selenium Removal Project	WWF213	PW - Sewer	\$800,000	1

Project Description: Emerging compliance requirements are a continual challenge for water and wastewater treatment providers. For wastewater, one of those is the upcoming requirement to limit selenium discharge into the environment. Preliminary exploratory sampling reveals that the Nanofiltration plant is the main source of selenium in our wastewater stream. As such, it appears that treating selenium at the source is the likely choice to meet these new discharge standards.

- **Estimated Total Project Cost:** \$800,000
- **2021 Estimated Expenditures:** \$800,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$800,000	\$0	\$0	\$0	\$0	\$800,000

Project Title	Project Number	Department	Project Cost	Priority
Old Town Street Repair	SDF181	PW - Drainage	\$178,855	II

Project Description: Due to age and condition of the existing street infrastructure within Town, a strategic multi-year repair plan was previously developed to rehabilitate selected streets, curb/gutter and sidewalk in the Old Town area. This project represents the 5th year of a 6-year program for streets within the Old Town area. This program is scheduled to end in 2022.

- **Estimated Total Project Cost:** \$178,855
- **2021 Estimated Expenditures:** \$59,551
- **Estimated Completion Date:** 2022

Before



After



	Prior Cost	2021	2022	2023	2024	2025	Total
Project Amount	\$56,180	\$59,551	\$63,124	\$0	\$0	\$0	\$178,855

Project Title	Project Number	Department	Project Cost	Priority
Storm Drain and Pan Replacements	SDF182	PW - Drainage	\$169,112	II

Project Description: This is a program that was created in 2020 to address failing storm drainage appurtenances such as pans. As specific maintenance or replacement needs are identified, they will be added to a rolling list of potential projects for inclusion in this on-going program.

- **Estimated 5 Year Total Project Cost:** \$169,112
- **2021 Estimated Expenditures:** \$31,800
- **Estimated Completion Date:** 2024



	Prior Year	2021	2022	2023	2024	2025	Total
Project Amount	\$30,000	\$31,800	\$33,708	\$35,730	\$37,874	\$0	\$169,112

Project Title	Project Number	Department	Project Cost	Priority
Stormwater Master Plan	SDF183	PW - Drainage	\$170,000	II

Project Description:

- **Estimated 5 Year Total Project Cost:** \$170,000
- **2021 Estimated Expenditures:** \$140,000
- **Estimated Completion Date:** 2021



	Prior Year	2021	2022	2023	2024	2025	Total
Project Amount	\$30,000	\$140,000	\$0	\$0	\$0	\$0	\$170,000

Project Title	Project Fund	Department	Project Cost	Priority
B-Dams Phase 1 engineering/Improvement	SDF221	PW - Drainage	\$80,000	I

Project Description: The existing B-Dams located upstream of Wellington have been reclassified by the State as “High Hazard”. A collaborative effort by the affected jurisdictions (Wellington, Larimer County, Fort Collins, Timnath, and the North Poudre Irrigation Company) resulted in a finding that structural improvements will not be needed. However, a flood early warning system and an emergency response plan are required. This budget includes an estimated cost-share for Wellington to complete those items. Potential funding for ongoing maintenance will also be required in future years, however those costs are still being developed.

- **Estimated Total Project Cost:** \$80,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$80,000	\$0	\$0	\$0	\$0	\$80,000

Project Title	Project Fund	Department	Project Cost	Priority
Regional Drainage Improvements	SDF231	PW - Drainage	\$1,500,000	I

Project Description:

- **Estimated Total Project Cost:** \$1,500,000
- **Estimated Completion Date:** Ongoing

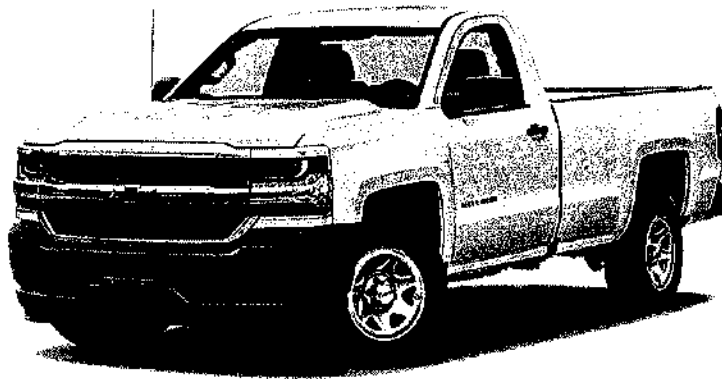


	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$0	\$500,000	\$500,000	\$500,000	\$1,500,000

Project Title	Project Number	Department	Project Cost	Priority
Vehicle Replacement	Equipment	PW - Parks	\$30,000	III

Project Description: This item includes the purchase of new vehicles as needed for future new field employees. Also included, is the replacement of older vehicles that have reached a point where they are no longer reliable or cost-effective to maintain.

- **Estimated Total Project Cost:** \$30,000
- **Estimated Completion Date:** Ongoing



	2021	2022	2023	2024	2025	Total
Project Amount	\$0	\$0	\$30,000	\$0	\$0	\$30,000

Project Title	Project Number	Department	Project Cost	Priority
John Deere Gator	Equipment	PW – Parks	\$20,000	III

Project Description: The existing gator needs replacement.

- **Estimated Total Project Cost:** \$20,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$20,000	\$0	\$0	\$0	\$0	\$20,000

Project Title	Project Number	Department	Project Cost	Priority
Parks Masterplan Update	PF201	Parks	\$120,000	II-III

Project Description: This project includes an update for the existing Parks Masterplan. Subsequent funding in 2022 will expand on that work as further defined.

- **Estimated Total Project Cost:** \$120,000
- **Estimated Completion Date:** 2022



	2021	2022	2023	2024	2025	Total
Project Amount	\$40,000	\$80,000	\$0	\$0	\$0	\$120,000

Project Title	Project Number	Department	Project Funds	Priority
Outer Canopy Net for Batting Cages	PF211	PW - Parks	\$20,000	II

Project Description: The outer canopy net at the batting cages is need of replacement due to wear and tear. The current netting is the original item initially installed at this location.

- **Estimated Total Project Cost:** \$20,000
- **2021 Estimated Expenditures:** \$20,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$20,000	\$0	\$0	\$0	\$0	\$20,000

Project Title	Project Number	Department	Project Cost	Priority
Pitching Machines at Batting Cages	PF212	PW - Parks	\$19,000	II

Project Description: Due to age and constant maintenance five new pitching machines need to be installed at the batting cages. The machines were used when the Town obtained them in 2008.

- **Estimated Total Project Cost:** \$19,000
- **2021 Estimated Expenditures:** \$19,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$19,000	\$0	\$0	\$0	\$0	\$19,000

Project Title	Project Number	Department	Project Cost	Priority
Pedestrian Access over Windsor Ditch	PF203	PW - Parks	\$80,000	II

Project Description: This project will remove a safety hazard associated with phase 1 of the Box Elder Trail project.

- **Estimated Total Project Cost:** \$80,000
- **Estimated Completion Date:** 2021

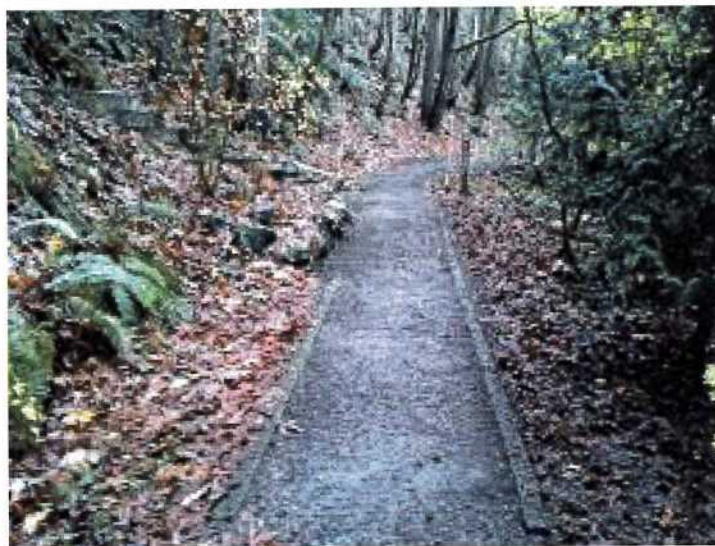


	2021	2022	2023	2024	2025	Total
Project Amount	\$80,000	\$0	\$0	\$0	\$0	\$80,000

Project Title	Project Number	Department	Project Cost	Priority
Replace Soft Trails	PF213	PW - Parks	\$40,000	II

Project Description:

- Estimated Total Project Cost: \$40,000
- Estimated Completion Date: 2022



	2021	2022	2023	2024	2025	Total
Project Amount	\$20,000	\$20,000	\$0	\$0	\$0	\$40,000

Project Title	Project Number	Department	Project Cost	Priority
Winnick Park Playground Re- Surfacing	PF214	PW - Parks	\$67,000	II

Project Description: The current playground surface will be replaced with a modern poured-in-place surfacing, resulting in increased visual appeal and user safety.

- **Estimated Total Project Cost:** \$67,000
- **2021 Estimated Expenditures:** \$67,000
- **Estimated Completion Date:** 2021



	2021	2022	2023	2024	2025	Total
Project Amount	\$67,000	\$0	\$0	\$0	\$0	\$67,000

Study/ Masterplan List

Study	Description	Status	Budget	Grant
GRASP Study	Inventory of existing parks, open space, trails, and recreation systems	Completed in 2015		
Town Hall Space Needs Assessment	This project includes the Town Hall Space Needs Assessment, potential property acquisition, design, and construction. Staff received grant funding from DOLA.	Underway	\$ 32,000.00	\$ 25,000.00
Economic Development Strategic Plan	The Economic Development Strategic Plan identifies strengths, weaknesses, opportunities and threats to recruiting commercial and industrial development within Wellington. The plan outlines target industries, evaluates location assessments, and recommends strategies and action plans to recruit new industry and support existing businesses.	On Hold	\$ 80,000.00	
Old Town Streets Pavement Study	The Pavement Study assessed the conditions of the older streets in the Old Town area. The 5-year program known as the Old Town Streets Rehabilitation Project was based on the results.	Underway, years 4 and 5 are included in years 2021 and 2022 of the 5-year CIP plan.		Don't know, this was done about 4 years ago
Pavement Study	The Pavement Study will assess the condition of Wellington streets and provide intermediate-range qualitative data to prioritize and schedule street rehabilitation and repair for areas outside Old Town.		\$ 40,000.00	
Distribution System Masterplan	This masterplan will provide analysis of current and future waster distribution needs, such as larger water mains and/or pumping improvements.	Project deferred to 2022	\$150,000	
Wastewater Treatment & Collection System Masterplan	This masterplan will provide analysis of current and future wastewater treatment and collection needs, such as plant expansion, larger wastewater mains and/or pumping improvements.	Underway	\$ 205,000.00	
B-Dams - Phase 1 Analysis	The existing B-Dams located upstream of Wellington have been reclassified by the State as "High Hazard". As a result, the dams must either be improved to safely pass the Probable Maximum Flood (PMF) or removed. This study includes an independent review of the previous work performed by the NRCS in order to develop more cost-effective solutions.	Underway	\$ 50,000.00	
Parks Masterplan update	This project includes an update to the existing Parks Masterplan.	On hold	\$ 40,000.00	
Comprehensive Plan/Land Use Update	The comprehensive plan (or master plan) provides the policy framework for regulatory tools like zoning, subdivision regulations, annexations, and other policies.	Underway	\$ 200,000.00	\$ 85,000.00

Downtown Master Plan	A Downtown Area Plan is proposed in order to establish a clear vision and future for the Cleveland Avenue corridor and adjacent areas.	On Hold	\$ 75,000.00		
Stormwater Master Plan	This masterplan will analyze current and future drainage and stormwater management needs and opportunities, alternative solutions, and budgetary needs.	Budgeted for in 2021	\$140,000	\$112,000	
Hwy 1 - CR 9 - CR 62E Intersection Study	Evaluation of needed intersection improvements at unconventional highway access points and a high school. Study also identifies estimated cost of improvements and a phasing/funding plan for construction.	Underway	\$ 70,000.00	\$ 200,000.00	received from PSD for future improvements
				\$ 710,000.00	applied for grant funding for design/construction
					repay agreements will be established for future development
Landscaping and Irrigation Standards	Evaluate and update Town landscaping requirements for residential, commercial and public properties and identify standards for outdoor irrigation and a drought plan, all for water conservation measures.	Soliciting proposals (RFP)	\$ 30,000.00		
Employee Compensation Study	Employee Compensation Studies are typically completed every 2-3 years in the public sector. Wellington had not completed an Employee Compensation Study in the past 10+ years. A compensation study assesses pay competitiveness with the labor market, ensures consistent approach to pay decisions, designed to be financially sustainable, and considers pay equity relative to Colorado law.	Completed	\$ 10,000.00		



Board of Trustees Meeting

Date: December 8, 2020
Submitted By: Kelly Houghteling, Interim Town Administrator
Contract Approval: 3749 Harrison Ave. Expansion
Subject:

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

EXECUTIVE SUMMARY

Attached is the contract with DS Constructors, LLC for the expansion of 3749 Harrison Avenue. This contract is structured as a standard design-build agreement with a not to exceed price of \$1,300,000 which is included in the 2021 budget.

BACKGROUND / DISCUSSION

At the October 13, 2020 meeting the Board of Trustees directed staff to move forward with the two-story building for the expansion of 3749 Harrison Ave. This will provide much needed office space that will house Town Administration, Town Clerk's Department, Finance Department, Planning Department and Public Works Administration.

It's important to note, this project will follow the Town's normal review process by the Planning Commission.

STAFF RECOMMENDATION

Staff recommends approval of the contract.

ATTACHMENTS

1. 3749 Harrison Expansion Contract Final 12.4.2020



WORKING TOGETHER TO BUILD THE FUTURE

3780 N. Garfield Ave., Ste. 101
Loveland, CO 80538
Office: 970.635.3534
Fax: 970.635.3537
www.DSConstructors.com

ConsensusDocs™ 415
**STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND DESIGN-BUILDER
(Not to Exceed Price)**

TABLE OF ARTICLES

1. AGREEMENT
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7. CONTRACT PRICE
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11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION OR RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

Job Number: **20-015 Town of Wellington – 3749 Harrison Ave. Expansion**

This Agreement is made this 4th Day of December in the year 2020, by and between the

OWNER:

Town of Wellington
C / O Kelly Houghteling
3735 Cleveland Avenue
Wellington, CO 80549

Mail to:

Town of Wellington
C / O Kelly Houghteling
3735 Cleveland Avenue
Wellington, CO 80549

and the

DESIGN-BUILDER:

DS Constructors, LLC
3780 N. Garfield Ave., Suite 206
Loveland, CO 80538

Tax identification number (TIN): 26-3418850

Contractor Licensing No., Larimer County CL0496

Design Professional Licensing No. in the State of the Project: 203491 Randell Johnson

Infusion Architects, LLC
206 E. Fourth Street, Ste. 250
Loveland, CO 80537

for services in connection with the following:

Town of Wellington – Harrison House
3735 Cleveland Avenue
Wellington, CO 80549
Attn: Kelly Houghteling

Notice to the Parties shall be given at the above addresses.

ARTICLE 2 GENERAL PROVISIONS

2.1. TEAM RELATIONSHIP the Parties each agree to proceed with the Project on the basis of trust, good faith, and fair dealing. The Design-Builder agrees to furnish or procure, as permitted by Law, the Mechanical, Electrical and Plumbing engineering services (as required by Larimer County) set forth below and the construction and administration of the Work.

2.1.1. The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.1.2. Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Owner unless authorized in writing by the Owner's Representative.

2.1.3. ETHICS The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest or promptly discloses any to the other Party, and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors, or others for whom they may be liable, to secure preferential treatment.

2.2. DESIGN PROFESSIONAL Engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the Law. The person or entity providing Engineering services shall be referred to as the Design Professionals.

2.2.1. STANDARD OF CARE The Design Professionals shall furnish and provide the engineering services necessary to design the Project in accordance with the Owner's requirements, as outlined in the Owner's Program and other relevant data defining the Project. The engineering services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity, during the time in which the Services are provided.

2.2.2. If the Design Professionals are an independent design professional, engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Design Professional.

2.3. DEFINITIONS

2.3.1. "Agreement" means this Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.

ATTACHMENT A: Scope of Work / Proposal Clarifications, Assumptions and Exclusions dated 10/13/2020

ATTACHMENT A.1: Infusion Contract Proposal – To be Forwarded ASAP

ATTACHMENT A.2: Town of Wellington Additional Paragraphs

ATTACHMENT B: Schedule Values, SOV – To be submitted with first pay application

ATTACHMENT C: Project Schedule, TBD

ATTACHMENT D: Contract Documents - Drawing Log and Cost Estimate Breakdown

ATTACHMENT E: Contractor's Tax-Exempt Certificate – To Be provided by Owner

ATTACHMENT F: W-9 Form Complete and return

2.3.2. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3. A "Change Order" is a written order signed by the Owner and the Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by the Design-Builder and accepted by the Owner.

2.3.4. The "Contract Documents" consist of those documents identified in Attachment D Contract Documents

2.3.5. The "Contract Time" is the period between the Date of Commencement and Final Completion.

2.3.6. "Day" means calendar day.

2.3.7. "Date of Commencement" is as provided for in section 6.1.

2.3.8. "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.3.9. "Final Completion" occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.

2.3.10. "Laws" means federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Design-Builder must comply that are enacted as of the Agreement date.

2.3.11. A "Material Supplier" is a person or entity retained by the Design-Builder to provide material and equipment for the Work.

2.3.12. "Others" means other contractors and all persons at the Worksite who are not employed by the Design-Builder, its Subcontractors, or Material Suppliers.

2.3.13. "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in the Design-Builder's principal and branch offices; (b) general and administrative expenses of the Design-Builder's principal and branch offices including charges against the Design-

Builder for delinquent payments; and (c) the Design-Builder's capital expenses, including interest on capital used for the Work.

2.3.14. The "Owner" is the person or entity identified in ARTICLE 1, and includes the Owner's representative.

2.3.15. The "Owner's Program" is a description of the Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications, and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite.

2.3.16. The "Parties" are collectively the Owner and Design-Builder.

2.3.17. "Phase 1" of the Agreement shall consist of the Design Stage. The Agreement may be terminated by the Owner as allowed by section 11.1.1 during Phase 1. During Phase 1 the parties may agree to the Design Development Documents and Construction Documents (section 3.1), the form of any Contractor's Payment Bond and Contractor's Performance Bond (section 10.7.1), design, scheduling (including section 3.3 and Article 6) pricing, insurance approvals and deliveries (Article 10), all attachments to this agreement (including attachments A-1, B, C and E) and modifications to any attachments (including attachments A and D). Phase 1 shall conclude only when the parties have signed a written agreement that the above required conditions have been met or have otherwise been addressed.

2.3.18. The "Project," is the project at the Worksite as identified in ARTICLE 1 and includes the building, facility, or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Owner or Others. The Project shall be defined by this Agreement and the Design Development Document and Construction Documents.

2.3.19. A "Subcontractor" is a person or entity retained by the Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or any separate contractor employed by the Owner or any separate contractor's subcontractors. The Town shall be provided a list of all subcontractors and subcontractor bids and shall be provided with subcontractor proof of insurance, the Town shall only be obligated to pay costs of subcontractors after written approval by the Town.

2.3.20. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Design-Builder. The certificate shall state the respective responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction within the timeframe, if any, established in subsection 6.2.4 for the Date of Final Completion.

2.3.21. A "Sub subcontractor" is a party or entity who has an agreement with a Subcontractor or other Sub subcontractor to perform any portion of the Subcontractor's work.

2.3.22. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United

States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.23. The "Work" is the design services procured in accordance with section 3.1, the construction services provided in accordance with section 3.2, additional services in accordance with section 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.3.24. "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Owner's Program. The Design-Builder shall exercise reasonable skill and judgment in the performance of the Work.

3.1. DESIGN SERVICES Pursuant to a mutually agreeable schedule, the Design-Builder shall submit for the Owner's written approval, as applicable, Design Development Documents or Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by the Owner.

3.1.1. If required, the Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Design Development Documents approved by the Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion.

3.1.2. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Construction Documents approved by the Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to the Owner before commencing construction.

3.1.3. OWNERSHIP OF DOCUMENTS

3.1.3.1. OWNERSHIP OF TANGIBLE DOCUMENTS The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by the Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to the Owner for this Project, upon the making of final payment to the Design-Builder or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Builder pursuant to ARTICLE 11.

3.1.3.2. COPYRIGHT The Parties agree that Owner shall obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by subsection 3.1.3.1 and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with the Design-Builder.

3.1.3.3. USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, the Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under subsection 3.1.3.1, provided payment has been made pursuant to subsection 3.1.3.1

~~3.1.3.4. OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT~~ After completion of the Project, the Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. The Owner's use of the Documents without the Design-Builder's involvement or on other projects is at the Owner's sole risk, except for the Design-Builder's indemnification obligations.

3.1.3.5. DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under subsection 3.1.3.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.3.6. The Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.2. CONSTRUCTION SERVICES

3.2.1. Construction will commence upon the issuance by the Owner of a written notice to proceed.

3.2.2. In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.2.3. COMPLIANCE WITH LAWS The Design-Builder shall give all notices and comply with all Laws at its own costs. The Design-Builder shall be liable to the Owner for all loss, cost, and expense attributable to any acts or omissions by the Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including the Owner, is received.

3.2.4. The Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from the Owner. It shall be revised as required by the conditions of the Work.

3.2.5. The Design-Builder shall obtain and pay, in addition to the Contract Price, for the building permits necessary for the construction of the Project. Any and all permits will be reimbursed by the owner through a change order.

3.2.6. The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement.

3.2.7. The Design-Builder shall provide periodic written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and Design-Builder.

3.2.8. The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.2.9. The Design-Builder shall prepare and submit to the Owner:

- X final marked up as-built drawings
- X updated electronic data

that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

3.3. SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be revised as required by the conditions of the Work.

3.4. SAFETY OF PERSONS AND PROPERTY

3.4.1. SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.4.2. The Design-Builder shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.4.2.1. its employees and other persons at the Worksite;

3.4.2.2. materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.4.2.3. The Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.4.3. DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate an individual at the Worksite in the employ of the Design-Builder who shall act as the Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Design-Builder in writing to the Owner, the designated safety representative shall be the Design-Builder's project superintendent. The Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to the Owner. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Owner.

3.4.4. The Design-Builder shall provide the Owner with copies of all notices required of the Design-Builder by Law. The Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.4.5. Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Design-Builder shall be promptly remedied by the Owner.

3.4.6. If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Design-Builder does not adopt corrective measures, the Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. The Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Owner's reasonable request.

3.5. EMERGENCIES In any emergency affecting the safety of persons or property, the Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as a Change Order.

3.6. HAZARDOUS MATERIAL

3.6.1. A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up. The Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.6.2. If after commencing the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Owner and, if required, the government agency with jurisdiction.

3.6.3. The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.6.4. Design Builder shall advise Owner of the need for any independent testing as part of the Phase 1 approvals and the Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Unless otherwise agreed, such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work of the Design-Builder. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.6.5. If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.

3.6.6. Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Owner or Others, shall be maintained at the Project by the Design-Builder and made available to the Owner and Subcontractors. During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon the issuance of the Certificate of Substantial Completion, the Owner shall be responsible under this section for materials and substances brought to the site by the Design-Builder if such materials substances are required by the Contract Documents.

3.6.7. Section 3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.7. WARRANTY

3.7.1. The Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion.

3.7.2. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by the Owner but purchased by the Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by the Design-Builder, the Design-Builder shall assist the Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.7.3. The Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to the Owner.

3.7.4. The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.

3.7.5. With the assistance of the Owner's maintenance personnel, the Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.8. CORRECTION OF WORK WITHIN ONE YEAR

3.8.1. If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, any Defective Work is found, the Owner shall promptly notify the Design-Builder in writing. Unless the Owner provides written acceptance of the condition, the Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Design-Builder or give the Design-Builder an opportunity to test or correct Defective Work as reasonably requested by the Design-Builder, the Owner waives the Design-Builder's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9. CONFIDENTIALITY The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub subcontractors, and the Design Professional as is necessary for the performance of the Work, or use for its own benefit any of the Owner's developments, confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Owner shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential."

3.10. ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional services upon the request of the Owner. A written agreement between the Owner and Design-Builder shall define the extent of such Additional Services. The Parties shall attempt to define such Additional Services during Phase 1, and thereafter Additional Services requested and not set forth in Attachment A shall be handled as a Change Order if such Additional Services are requested by Owner.

3.10.1. inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Work;

3.10.2. interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;

3.10.3. making revisions to design documents after they have been approved by the Owner when revisions are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Sub subcontractors, or the Design Professional;

3.10.4. design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed, by the Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not a part of this Agreement;

3.10.5. estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder;

3.10.6. the premium portion of overtime work ordered by the Owner including productivity impact costs, other than that required by the Design-Builder to maintain the Schedule of Work;

3.10.7. obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial startup;

3.10.8. services for tenant or rental spaces not a part of this Agreement;

3.10.9. services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice;

3.10.10. serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;

3.10.11. document reproduction exceeding the limits provided for in this Agreement;

3.10.12. providing services relating to Hazardous Material discovered at the Worksite; and

3.10.13. other services as agreed to by the Parties and identified in an attached exhibit.

3.11. DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is Melinda Denney. The Project Manager will be Thomas Young.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1. INFORMATION AND SERVICES PROVIDED BY OWNER

The Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

4.2. FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of the Design-Builder, the Owner shall provide the Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to the Design-Builder's commencing or continuing the Work. The Design-Builder shall be notified prior to any material change in Project financing.

4.3. RESPONSIBILITIES DURING DESIGN

4.3.1. The Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

4.4. RESPONSIBILITIES DURING CONSTRUCTION

4.4.1. The Owner shall review the Schedule of Work, timely approve milestone dates set forth, and timely respond to its obligations.

4.4.2. If the Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Design-Builder. The failure of the Owner to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.4.3. The Owner shall have no contractual obligations to Subcontractors, suppliers, or the Design Professional.

4.4.4. The Owner shall provide insurance for the Project as provided in ARTICLE 10

4.5. OWNER'S REPRESENTATIVE The Owner's representative is Kelly Houghteling. The representative:

4.5.1. shall be fully acquainted with the Project;

4.5.2. agrees to furnish the information and services required of the Owner pursuant to section to section 4.3 so as not to delay the Design-Builder's Work; and

4.5.3. shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Design Professional.

5.1. **RETAINING SUBCONTRACTORS** The Design-Builder shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Design-Builder as a result of such objection. The Owner may propose subcontractors to be considered by the Design-Builder. The Design-Builder shall not be required to retain any subcontractor to whom the Design-Builder has a reasonable objection.

5.2. **MANAGEMENT OF SUBCONTRACTORS** The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work.

5.3. CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

5.3.1. If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Owner, subject to the prior rights of any surety, provided that:

5.3.1.1. this Agreement is terminated by the Owner pursuant to sections 11.2 or 11.3; and

5.3.1.2. the Owner accepts such assignment, after termination by notifying the Subcontractor and Design-Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2. If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

5.4. **BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors' and Material Suppliers' portions of the Work.

ARTICLE 6 CONTRACT TIME

6.1. **DATE OF COMMENCEMENT** The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below. The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2. SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1. Substantial Completion of the Work shall be achieved on or before (date TBD). Unless otherwise specified, the Work shall be finally complete within 10 Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.2. Substantial Completion is contingent upon receipt of necessary permits.

6.2.3. Time is of the essence for this Agreement and Contract Documents.

6.2.4. The Date of Final Completion of the Work is no later than (date TBD) or within 30 Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.5. Unless instructed by the Owner in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder and the Owner.

6.2.6. It is agreed that the schedule will be updated as the design is completed. The dates in section 6.2.1 and 6.2.4 are reflective of the Preconstruction Schedule not the construction schedule.

6.3. DELAYS AND EXTENSIONS OF TIME

6.3.1. If the Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Design-Builder, the Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of the Design-Builder include, but are not limited to, the following: (a) acts or omissions of the Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Owner pending dispute resolution or suspension by the Owner under Section 12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.

6.3.2. In addition, if the Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by the Design-Builder or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution, and suspension by the Owner under section 11.1, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to section 6.5.

6.3.3. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.4. LIQUIDATED DAMAGES – N/A

6.5. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Excluding losses covered by insurance required by the Contract Documents, the Owner and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.

6.5.1. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Design-Builder shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 CONTRACT PRICE

The Not to Exceed Contract Price is One Million Three Hundred Thousand dollars (\$1,300,000.00) subject to adjustment in accordance with the provisions of this contract, the towns obligations are subject

to appropriation of funding by the town Board of Trustees. Each phase of design will be priced and reviewed with the Owner's representative, as described in ARTICLE 8 modifications.

The current approved contract price is based on the proposal dated October 13, 2020 and is included in this contract as Attachment A.

The contract at this time includes the following items. At the end of the Schematic Design, Design Development and Construction Documents a revised price will be generated and an agreed upon price for the construction will be added to this contract by change order.

Current Contract Inclusions:

Estimated Construction Cost Allowance (Construction Cost to be added by change order)	\$885,669
Pre-Construction Fee	\$ 24,800
Architectural/Structural/MEP Design Fee	\$ 51,750
Civil Design	\$ 15,100
Surveying for Design -	\$ 21,270
Soils Testing	\$ 2,150
Construction Materials Testing	\$ <u>TBD</u>
<u>Total Contract for Design Fees and Construction</u>	<u>\$ 1,000,739</u>

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directed Change, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1. CHANGE ORDERS

8.1.1. The Design-Builder may request or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

8.1.2. The Owner and the Design-Builder shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

8.1.3. NO OBLIGATION TO PERFORM The Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directed Change has been issued.

8.2. INTERIM DIRECTED CHANGE

8.2.1. The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services.

8.2.2. The Owner and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directed Changes. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directed Change. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

8.2.3. If the Owner and the Design-Builder agree upon the adjustments in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directed Changes issued since the last Change Order.

8.3. MINOR CHANGES IN THE WORK

8.3.1. The Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2. The Design-Builder shall promptly inform the Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by the Design-Builder.

8.4. DETERMINATION OF COST

8.4.1. An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.4.1.1. unit prices set forth in this Agreement or as subsequently agreed;

8.4.1.2. a mutually accepted, itemized lump sum; or

8.4.1.3. if an increase or decrease cannot be agreed to as set forth in subsection 8.4.1.1 or 8.4.1.2 and the Owner issues a written order for the Design-Builder to proceed with the change, the adjustment in the Contract Price shall be determined by the reasonable expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, a reasonable adjustment shall be made in the Design-Builder's overhead and profit. In the case of a net decrease in cost, the amount of decrease in the Contract Price will not include a reduction in overhead and profit. The Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.4.2. If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Design-Builder, such unit prices shall be equitably adjusted.

8.5. CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily

encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Design-Builder shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article.

8.6. CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, the Design-Builder shall give the Owner written notice of the claim within ten (10) Days after the occurrence giving rise to the claim or within ten (10) Days after the Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within ten (10) Days after the decision is made not to proceed. Thereafter, the Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within ten (10) Days after giving notice, unless the Parties mutually agree upon a longer period of time. The Owner shall respond in writing denying or approving the Design-Builder's claim no later than five (5) Days after receipt of the Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of the Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7. CHANGES IN LAW In the event any changes in laws or regulations affecting the performance of the Work, including taxes, were not reasonably anticipated and then enacted after the date of this Agreement, the Contract Price and the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, shall be equitably adjusted by Change Order.

8.8. INCIDENTAL CHANGES The Owner may direct the Design-Builder to perform incidental changes in the Work upon concurrence with the Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1. PROGRESS PAYMENT

9.1.1. Prior to submitting the first application for payment, the Design-Builder shall provide a Schedule of Values, Attachment B, satisfactory to the Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design services.

9.1.2. On or before the 1st Day of each month after the Work has commenced, the Design-Builder shall submit to the Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by the Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest including transportation to the site.

9.1.3. Within three (3) Days after receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within seven (25) Days after accepting such Application, the Owner shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Design-Builder cannot agree on a revised amount, then, within fifteen (15) Days after its initial

rejection in part of such application, the Owner shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed.

9.1.4. If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, then the Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within two (2) Days after receipt of the notice by the Owner, and after such five (5) Day period, stop the Work until payment of the amount owing has been received.

9.1.5. Payments due but unpaid pursuant to subsection 9.1.3, less any amount retained pursuant to section 9.2 or 9.3, may bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

9.1.6. The Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Design-Builder free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."

9.1.7. The Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.8. Upon Substantial Completion of the Work, the Owner shall pay the Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of the Design-Builder's estimated cost of completing any unfinished items as agreed to between the Owner and Design-Builder as to extent and time for completion. The Owner thereafter shall pay the Design-Builder monthly the amount retained for unfinished items as each item is completed.

9.1.9. STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the site.

9.2. RETAINAGE From each progress payment made prior to the time of Substantial Completion, the Owner may retain 5 percent % of the amount otherwise due after deduction of any amounts as provided in section 9.3, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision:

9.2.1. the Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.2. the Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work the Owner has accepted;

9.3. ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT The Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Design-Builder is responsible under this Agreement:

9.3.1. the Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

9.3.2. except as accepted by the insurer providing Builders Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Design-Builder to the Owner, or Others to whom the Owner may be liable;

9.3.3. the Design-Builder's failure to pay the Design Professional or Subcontractors for labor, materials, equipment, or supplies properly furnished in connection with the Work, provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;

9.3.4. Defective Work not corrected in a timely fashion;

9.3.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by the Owner as a result of the anticipated delay caused by the Design-Builder;

9.3.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;

9.3.7. uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established; and

No later than three (3) Days after receipt of an application for payment, the Owner shall give written notice to the Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4. OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

9.4.1. Portions of the Work that are completed or partially completed may be used or occupied by the Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Design-Builder shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Owner.

9.5. FINAL PAYMENT

9.5.1. Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

9.5.2. In making final payment the Owner waives all claims except for:

9.5.2.1. outstanding liens;

9.5.2.2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;

9.5.2.3. Work not in conformance with the Contract Documents; and

9.5.2.4. terms of any special warranties required by the Contract Documents.

9.5.3. In accepting final payment, the Design-Builder waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1. INDEMNITY

10.1.1. To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under section 10.3, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent acts or omissions of the Indemnitees. The Design-Builder shall be entitled to reimbursement of any defense costs paid above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.

10.1.2. NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Design-Builder, anyone directly or indirectly employed by the Design-Builder or anyone for whose acts the Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Design-Builder under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

10.2. DESIGN-BUILDER'S LIABILITY INSURANCE

10.2.1. Prior to commencing the Work and as a condition for payment, the Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. The Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

10.2.1.1. Employers' Liability Insurance

- (a) \$500,000 bodily injury by accident per accident
- (b) \$500,000 bodily injury by disease policy limit
- (c) \$500,000 bodily injury by disease per employee

10.2.1.2. Business Automobile Liability Insurance per accident \$1,000,000.

10.2.1.3. Commercial General Liability Insurance

- (a) Per occurrence \$1,000,000
- (b) General aggregate \$2,000,000
- (c) Products/completed operations aggregate \$2,000,000
- (d) Personal and advertising injury limit \$1,000,000

10.2.2. Employers' Liability, Business Automobile Liability, and Commercial General Liability coverage required under subsection 10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

10.2.3. The Design-Builder shall maintain in effect all insurance coverage required under subsection 10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Design-Builder, or terminate this Agreement.

10.2.4. To the extent commercially available to the Design-Builder and its current insurance company, insurance policies required under subsection 10.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Design-Builder shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.3. PROPERTY INSURANCE

10.3.1. Before commencing the Work, the Design Builder shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. Attachment A Division 01 (3) provides Builder's Risk insurance is not included in the Contract price. During Phase 1 Design Builder shall provide Owner with costs of such insurance as part of the final project costs, Builder's Risk insurance shall be obtained by Builder-Designer unless Owner agrees to the contrary.

10.3.2. If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Design-Builder and the Design Professional before the Work is commenced. The Design-Builder may then provide insurance to protect its interests and the interests of the Subcontractors and Sub subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of Design-Builder's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

10.3.3. Owner and Design-Builder waive all rights against each other and their respective employees, agents, contractors, subcontractors, and sub subcontractors and the Design Professional for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Design-Builder may have for the failure of the Owner to obtain and maintain property insurance in compliance with subsection 10.3.1. Owner's waiver is conditioned on owner's insurer approval which Owner will attempt to obtain during Phase 1.

10.3.4. To the extent of the limits of Design-Builder's Commercial General Liability Insurance specified in subsection 10.2.1 The Design-Builder shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of the Design-Builder, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3.5. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Design-Builder until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

10.4. OWNER'S INSURANCE

10.4.1. BUSINESS INCOME INSURANCE The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.

10.4.2. OWNER'S LIABILITY INSURANCE The Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including, without limitation, loss of use and claims, losses and expenses arising out of the Owner's acts or omissions.

10.5. ADDITIONAL LIABILITY COVERAGE

10.6. PROFESSIONAL LIABILITY INSURANCE The Design-Builder shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

☐ Practice Policy or ☒ Project Specific Coverage

written for not less than \$1,000,000 per claim and in the aggregate with a deductible not to exceed \$10,000. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional. This coverage shall be continued in effect for 1 year(s) after the Date of Substantial Completion.

10.7. BONDING

10.7.1. Performance and Payment Bonds / ☒ are required of the Design-Builder. Such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause. Bonding requirements and costs shall be established during Phase 1.

Notwithstanding any other provision of the contract, Owner's obligations to make payments hereunder shall be limited by the Colorado Public Works Act and Owner may withhold payments as may be required under that Act.

10.8 SUBCONTRACTORS.

10.8.1 Design-Builder shall provide Owner with a list of all Sub-contractors involved performing Work, the Subcontractor's contract and insurance maintained by subcontractor. Before being liable to Design Builder for Subcontractor costs, Owner shall approve all subcontractors, subcontractor contracts and insurance and Owner shall be listed as an additional insured on such insurance. .

10.9 ADDITIONAL INSURED.

10.9.1 Owner shall be listed as an additional insured on all Design-Builder and Subcontractor Insurance.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1. SUSPENSION BY THE OWNER FOR CONVENIENCE

11.1.1. The Owner may order the Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.

11.1.2. Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if the Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2. OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

11.2.1. If the Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Design-Builder may be deemed in default.

11.2.2 If the Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then the Owner shall give the Design-Builder a second notice to correct the default within a three (3) Day period.

11.2.3 If the Design-Builder fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to the Design-Builder; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.4 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to the Design-Builder, but shall give prompt written notice of such action to the Design-Builder following commencing the action.

11.2.5 If the Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if the Design-Builder or the Design-Builder's trustee rejects the Agreement or, if there has been a default, the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.2.6 In the event the Owner exercises its rights under subsections 11.2.1 or 11.2.3, upon the request of the Design-Builder the Owner shall provide a detailed accounting of the cost incurred by the Owner.

11.2.7 If the Owner terminates this Agreement for default, and it is later determined that the Design-Builder was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 11.3.

11.2.8 If the Work has been stopped for a thirty (30) Day period (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Owners, materials are not available;

11.3 TERMINATION BY OWNER FOR CONVENIENCE If the Owner terminates this Agreement other than as set forth in section 11.2, the Owner, during Phase 1 of the contract, shall pay the Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work.

If the Owner terminates this Agreement during Phase 1 of the Agreement, the Design-Builder shall be paid Design Builders design costs based on a schedule to be agreed to by the parties. If no schedule has been otherwise agreed to, Design Builder shall be entitled to that portion of completed actual Design Costs of \$103,650 as set forth in Article 7 and up to \$30,000 for TBD items as approved by the Town Administrator.

11.1.1. If the Owner terminates this Agreement after Phase 1, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values, the Construction services provided to date plus 10% of the remaining unpaid Construction Costs as established by the Owner and Design-Builder during Phase 1. .

11.3.3 The Owner shall also pay to the Design-Builder fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained by the Owner. The Owner shall assume and become liable for obligations, commitments, and unsettled claims that the Design-Builder has previously undertaken or incurred in good faith with the consent of the Owner in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, the Design-Builder shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Design-Builder's rights and benefits to the Owner, including the execution and delivery of required papers.

11.3 TERMINATION BY THE DESIGN-BUILDER

11.3.1 Upon seven (7) Days' written notice to the Owner, the Design-Builder may terminate this Agreement for any of the following reasons:

11.3.1.1 if the Work has been stopped for a thirty (30) Day period (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Design-Builder, materials are not available;

11.3.1.2 if the Work is suspended by the Owner for thirty (30) Days; or

11.3.1.3 if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with section 4.2 of this Agreement.

11.3.2 If the Owner has for ten (10) Days failed to pay the Design-Builder pursuant to subsection 9.1.3, the Design-Builder may give written notice of its intent to terminate this Agreement. If the Design-Builder does not receive payment within five (5) Days of giving written notice to the Owner, then upon two (2) Days' additional written notice to the Owner, the Design-Builder may terminate this Agreement.

11.3.3 Upon termination by the Design-Builder in accordance with subsection 11.3.1, the Design-Builder shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Design-Builder shall be paid an amount calculated as set forth either in subsection 0 or 0, depending on when the termination occurs, and subsection 0.

12 DISPUTE MITIGATION OR RESOLUTION

12.1. WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Design-Builder continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

12.2. DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within two (2) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after one (1) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

12.3. MEDIATION If direct discussions pursuant to section 12.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under section 12.1, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

12.4. BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☐ Arbitration using: An arbitrator agreed on by both parties.

☒ Litigation in either the state court having jurisdiction of the matter in the location of the project.

12.4.1. VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

12.5. LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by the Design-Builder that the Design-Builder may have under lien laws.

13 MISCELLANEOUS

13.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every

provision is for the exclusive benefit of the Owner and Design-Builder and not for the benefit of any third party.

13.2. **ASSIGNMENT** Neither the Owner nor the Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. In the event of such assignment, the Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

13.3. **GOVERNING LAW** This Agreement shall be governed by the law in effect at the location of the Project.

13.4. **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5. **NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13.6. **TITLES AND GROUPINGS** The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.7. **JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.8. **RIGHTS AND REMEDIES** The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

14 CONTRACT DOCUMENTS

14.1. **ORDER OF PRECEDENCE** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement, including Amendment 1; (b) this Agreement; (c) design documents approved by the Owner pursuant to subsection 2.3.15 and section 3.1 in order of the most recently approved; (d) information furnished by the Owner pursuant to section 4.1 or designated as a contract document in Attachment D Contract Documents; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

OWNER: TOWN OF WELLINGTON

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

DESIGN-BUILDER: **DS CONSTRUCTORS, LLC**

BY: _____ NAME: Melinda Denney TITLE: President

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.

Basis of Proposal

- Proposal is based on Infusion Architects Concept Plan Set dated October 7, 2020 & the Preliminary Cost breakdown dated October 13, 2020 that was based on these drawings.
- The Pricing will be updated and revised as the design is developed through the schematic, design development and construction design phases.
- Permitting Authority plan review comments will be incorporated into the bid documents as the design progresses.
- It is assumed that all existing work is installed in a code compliant manner.
- Pricing assumes that all specified products and equipment are common items readily available within the time frame of the construction schedule.
- No building rules/regulations have been received or are included.
 - Pricing reflects work being performed during normal business hours.
 - No proprietary subcontractors have been included.
- Pricing assumes that all work included in this package will be awarded under a single contract and performed in a single mobilization. Cost break-out is for accounting/budgetary convenience only, not as stand-alone pricing for any single portion of the work.

Division 01 – General Requirements

1. Project Superintendent is included in our proposal.
2. General Liability insurance is included in our proposal.
3. Builders Risk insurance is not included.
4. Professional Liability insurance is included
5. Permit, Plan Check and Use tax fees are assumed to be waived by the Town of Wellington
 - a. No other fees or permits are included.
6. Any fees or costs associated with testing and/or inspections are being coordinated/allocated with Owner request. Pricing for testing is not included at this time.
7. Pricing assumes use of existing electric, water, and heat with consumption charges to be paid by Owner.
8. We include final cleaning of the space prior to turnover for occupancy.
 - a. Sweeping and mopping of flooring material.
 - b. Removal of labels, stickers, etc. from windows and doors.
 - c. Vacuuming out millwork.
 - d. Cleaning any handprints, spots, etc. from doors, frames and walls.

Division 01 – Design

1. Design is included per the attached agreement with Infusion Architects.
This includes:
 - a. Architecture
 - b. Interior Design
 - c. Civil Engineering
 - d. Structural Engineering
 - e. Mechanical Engineering
 - f. Plumbing Engineering
 - g. Electrical Engineering

Division 02 – Existing Conditions/Sitework

1. Demolition and removal of the existing garage and fence are included in this proposal.
2. A surveying allowance has been included as shown in the Cost Estimate Breakdown Attachment D
3. Site Grading as required
4. Excavation and backfill of foundation
5. Grading and backfill for all site concrete

Division 03 – Concrete

1. Proposal pricing includes all concrete as necessary to complete the project as shown on the concept plan.
2. The following assumptions have been made due to the lack of any engineered drawings at the time of the proposal:
 - h. Footings and frost depth foundation walls for the new structure.
 - i. 4" thick reinforced interior slab for the first floor.
 - j. 4" thick non-reinforced concrete for patio and sidewalks as shown.
6. Proposal pricing includes concrete pump as needed.

Division 04 – Masonry

1. No masonry scope has been shown or included at this time.
2. This division may need to be addressed at a later time during the concept review and design period.

Division 05 – Metals

1. All necessary framing hardware is included with Division 06.
2. Metal roofing components are included with Division 07.

Division 06 – Wood & Plastics

1. Proposal pricing is based upon a wood framed structure utilizing common sizes of dimensional lumber and structural sheathing.
2. The exterior siding was priced based upon the use of wood composite siding in a 7" lap configuration.
3. The millwork as shown has been included as plastic laminate cabinets and countertops.
4. Finish carpentry has been included as a typical wood casing around door frames.
5. Backing as needed.

Division 07 – Moisture & Thermal

1. Pricing includes a new roof on the new structure and replacement of the existing roof on the existing structure.
 - a. Shingles are available in a variety of standard colors and are included as a Class 4 Architectural Laminate style shingle.
 - b. New sheathing on the existing roof is not included.
 - c. Metal roof details have been priced as a 16" wide standing seam metal roof installed over a synthetic ice and water shield membrane.
2. Foundation insulation is included.
3. Building insulation is included as R30 for the ceiling and R13 for the exterior walls.
 - a. Additional insulation requirements may be necessary and can be included at an additional cost, including but not limited to sound batts in the interior office and/or restroom walls.

Division 08 – Openings

1. Doors, frames and hardware are included as wood doors and frames with typical office type hardware.
2. Windows as shown were included as fiberglass frames available in a variety of standard colors.
3. Electronic openers /access control or hardware are not included.

Division 09 – Finishes

1. Drywall has been included as typical based on the concept drawing.
2. Green board is included at the wet walls.
3. Level 4 drywall finish has been included as typical.
4. All ceilings have been included as drywall hard lid type ceilings with surface finish to match adjacent walls.
5. Flooring is included as follows:
 - a. Medium grade floor tile - Allowance of \$11 /sf is included.
 - b. Wainscot in all restrooms. Allowance of \$14 /sf is included.

- c. LVP - Karndean with a 20 year warranty. – Allowance of \$11 / sf is included.
 - d. 4" rubber base throughout common areas.
 - e. Glue down commercial carpet throughout common areas, stairs and offices. - Allowance of \$ /cy is included.
6. Paint is included as standard material.

Division 10 – Specialties

- 1. FRP is included in the janitors' closet around the mop sink.
- 2. (2) fire extinguishers and semi-recessed cabinets have been included.
- 3. Toilet accessories have been included based on a typical ADA restroom layout with three grab bars.
- 4. One (1) Knox box with installation is included in this proposal price.

Division 11 – Equipment

- 1. N/A at this time.

Division 12 – Furnishings:

- 1. Millwork and finish carpentry are included as described under Division 06.
- 2. Window Coverings are excluded.
- 3. Office furniture/cubicles as shown in the concept drawing are excluded from this proposal.
 - a. This will be added as the design develops.

Divisions 13 and 14 – Special Construction and Conveying Systems

- 1. N/A for this project.

Division 21 – Fire Suppression:

- 1. At this point in the design it is our opinion that a fire suppression system will not be required for this project.

Division 22 - Plumbing:

- 1. Plumbing has been included based on a typical installation for a building of this size and type of use.
- 2. An allowance has been included to replace the water heater in the existing house due to its age and uncertainty about its current condition.
- 3. Existing house scope of work to include the following items:
 - a. Converting the existing kitchen into a breakroom by providing:
 - i. 1 new sink and faucet
 - ii. a dishwasher connection.
 - iii. New dishwasher is not included at this time
 - b. Existing restroom to remain, installing 1 new toilet, 1 lavatory, Existing tub/shower to remain.
 - c. Demolish existing laundry room connections.
- 4. New building scope of work to include the following items:
 - a. Provide rough in and fixtures for 3 new ADA restrooms.
 - b. Provide and install 1 new mop sink.
 - c. Provide and install gas piping to new furnace.
 - d. Provide and install new backflow preventer.

Division 23 - HVAC:

- 1. HVAC has been included based on a typical installation for a building of this size and type of use.
- 2. Proposal includes new equipment and ductwork as necessary to create three distinct heating and cooling zones.
 - a. One zone will provide HVAC to the existing house.
 - b. One zone will provide HVAC to the first floor of the new structure.
 - c. One zone will provide HVAC to the second floor of the new structure.

3. As this project is still in the budget phase we do not have any specifications for the equipment, as such, we have provided and allowance to work with.
4. Moving the furnace, and water heater out of the crawl space is included.

Division 26 - Electrical:

1. Electrical has been included based on a typical installation for a building of this size and type of use.
2. Underground electric service is not included at this time.
3. Proposal pricing is based on the installation of a new 200 amp service for the new building.
 - a. A new panel is included for the existing house and a new panel for the new building is included.
 - b. Lighting will consist of typical energy efficient LED fixtures, controlled with basic switching.
 - c. Each office area will have convenience outlets placed throughout.
 - d. Conference floor outlets are included
 - e. No specific equipment needs have been identified or included. TBD as design progresses.

Division 27 - Communications:

1. Phone and data boxes have been included for each of the work stations.
2. Cabling to these boxes has been excluded. Cabling may be added.

Division 28 - Electronic Safety & Security:

1. Electronic access control system is not included
2. Fire Alarm System has been included as an allowance until the design has been completed.

Division 31 - Earthwork:

1. Dewatering is not expected to be required and has not been included.
2. Erosion and Sediment Control is included.
 - a. Disturbed area is less than 1-acre, State Storm Water permit and accompanying SWMP plan have not been included.

Division 32 - Exterior Improvements:

1. Parking lot striping and traffic signage are included as shown.
2. Fencing and gates TBD. Not included at this time.
3. Landscape and irrigation are included as shown. An allowance is included.

Division 33 - Utilities:

1. Water Service has been included as 1" copper as indicated. A new connection will be made to the main in 3rd Ave.
2. Sanitary Sewer is included as 4" PVC per plans & spec's. A new connection will be made to sewer main located in the alley to the South of the property.
3. No storm sewer is thought to be needed at this time. Storm water will be handled with curb and gutter and coordinated with town's master drainage plan.
4. Pricing assumes gas main and meter set are by service provider. Pricing includes work from meter point of connection to indicated equipment only (piping is included in Division 23).
5. Pricing assumes electrical primary feeds and transformer set are by service provider.

General Clarifications and Exclusions

1. Proposal is based on implementation of Consensus Document Design Build contract.
2. DS Constructors LLC (DSC) reserves the right to negotiate all contract terms
3. Pricing assumes CAD drawings will be provided at no cost to DSC.
4. A maximum turnaround time of 1 week for submittals and 2 business days for RFI responses is required to meet the overall project schedule.
5. Certain issues of code compliance are subject to subjective or discretionary interpretation or application by code enforcement agencies or officials. DS Constructors LLC will exercise reasonable and professional efforts

to obtain compliance with applicable codes affecting plans and specifications but has no responsibility or liability for adverse code interpretations, rulings or determinations.

ATTACHMENT A.2 TOWN OF WELLINGTON ADDITIONAL PARAGRAPHS

Prohibition Against Employing Illegal Aliens:

This paragraph shall apply to all Consultants whose performance of work under this Contract does not involve the delivery of a specific end product, other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Consultant represents and agrees that: (i) As of the date of this Contract: (a) Consultant does not knowingly employ or contract with an illegal alien; and (b) Consultant has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees. (ii) Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract. (iii) Consultant shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Consultant is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued. (iv) Consultant is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. (v) If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Consultant shall: (a) Notify such subcontractor and the Town within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. (vi) Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S. (vii) If Consultant violates a provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Contract. If this Contract is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S. (viii) The Town will notify the Office of the Secretary of State if Consultant violates this provision of this Contract and the Town terminates the Contract for such breach.

Indemnification:

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



Attachment D - Owner Contract Drawing Log
3749 Harrison Ave. Expansion
Job # 20-015

Date: 11/6/20

Drawing #	Issued Date	Description (Plan Sheets)	Hard Copy/ Electronic	Received Date							
				Drawings				Addendum			
				Conceptual Documents	Schematic Drawing	Design Drawing	Construction Drawing	#1	#2	#3	#4
Title: Harrison House Expansion Cost Estimate Breakdown Dated 10/13/2020	13-Oct-20	Cost Estimate Breakdown	Electronic	X							
Proposed Site Plan	7-Oct-20	Harrison House Expansion	Electronic	X							
Proposed Floor Plan	7-Oct-20	Harrison House Expansion	Electronic	X							
Proposed First Floor Plan	7-Oct-20	Harrison House Expansion	Electronic	X							
Proposed Second Floor Plan	7-Oct-20	Harrison House Expansion	Electronic	X							
Elevations: West, South, North and East Elevations A	7-Oct-20	Harrison House Expansion	Electronic	X							
Perspective Views A	7-Oct-20	Harrison House Expansion	Electronic	X							
Elevations: West, South, North and East Elevations B	7-Oct-20	Harrison House Expansion	Electronic	X							
Perspective Views B	7-Oct-20	Harrison House Expansion	Electronic	X							
Elevations: West, South, North and East Elevations C Page 1 of 2	7-Oct-20	Harrison House Expansion	Electronic	X							
Elevations: West, South, North and East Elevations C Page 2 of 2	7-Oct-20	Harrison House Expansion	Electronic	X							
Perspective Views C	7-Oct-20	Harrison House Expansion	Electronic	X							



Harrison House Expansion

Attachment D

Cost Estimate Breakdown

October 13, 2020



3,028 GSF

\$	Description	Estimate Amount	Notes/Comments
01.0000	General Conditions	\$ 61,193	
01.1500	Testing & Inspections		By Owner
02.2100	Surveying	\$ 953	
02.4100	Demo	11,556	
03.3000	Concrete	\$ 54,950	
06.1000	Framing, Siding & Exterior Trim	77,779	
06.2000	Finish Carpentry & Trim	\$ 13,650	
07.2100	Insulation/Thermal Protection	6,836	
07.5000	Roofing	\$ 44,541	
08.1000	Doors, Frames & Hdw	15,913	
08.5000	Windows	\$ 14,700	
09.2900	Drywall	45,625	
09.3000	Tile and Floor Coverings	\$ 16,791	
09.9000	Painting	18,758	
10.0000	Specialties	\$ 609	
22.1000	Plumbing	16,997	
23.1000	HVAC	\$ 33,829	
26.1000	Electrical	49,181	
28.1000	Fire Alarm	\$ 5,564	
31.0000	Earthwork	38,313	
32.9000	Landscape	\$ 2,599	
33.1000	Site Utilities	7,718	
	Contingency	26,237	
	Bonds & Insurance	12,906	
	Permit Fee & Use Tax Allowance		By Owner
	General Contractor Fee	50,532	

Total

\$ 627,729

207.31 \$/GSF

Alternates			
01	Add second floor option	\$ 257,940	\$138.68/GSF
02			
03			
04			
05			
06			
07			

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Board of Trustees Meeting

Date: December 8, 2020
Submitted By: Cody Bird, Planning Director
Resolution No. 46-2020 - A Resolution Granting Extension of Approval of Annexation of Country Lane Acres
Subject:

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

EXECUTIVE SUMMARY

Ordinance 1-2020 was adopted conditionally annexing Country Lane Acres into the Town, conditioned upon entering into an annexation agreement. An extension to the conditions of the ordinance were extended by adoption of Resolution 27-2020. Additional time is needed to finalize terms of the development agreement and record the annexation agreement. An extension to the conditions of Ordinance 1-2020 can again be granted by adoption of a resolution.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Move to adopt a resolution granting an extension to the conditions of Ordinance No. 1-2020 for the annexation of Country Lane Acres to July 15, 2021.

ATTACHMENTS

1. Resolution

RESOLUTION NO. 46-2020

**A RESOLUTION BY THE WELLINGTON BOARD OF TRUSTEES
GRANTING EXTENSION OF APPROVAL OF THE CONDITIONAL ANNEXATION
OF COUNTRY LANE ACRES**

WHEREAS, the Town Board of Wellington Colorado (the “Town Board”) granted conditional approval of the annexation of Country Lane Acres by Ordinance 1-2020 on January 14, 2020; and

WHEREAS, the Town Board adopted Resolution No. 27-2020 granting extension of approval of the annexation of Country Lane Acres to December 15, 2020; and

WHEREAS, approval of the annexation and the extension was conditioned on the Annexor and Town entering into a mutually agreeable annexation agreement; and

WHEREAS, additional time is needed for the Annexor and Town staff to finalize terms of an annexation agreement.

NOW THEREFORE, be it resolved by the Board of Trustees of the Town of Wellington, Colorado:

The Town Board grants an extension to the conditions of Ordinance 1-2020 to July 15, 2021, to allow additional coordination on an annexation agreement for the annexation of Country Lane Acres.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON THIS 8TH DAY OF DECEMBER, 2020.

Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk