



BOARD OF TRUSTEES
June 14, 2022
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to euckerkk@wellingtoncolorado.gov. The email must be received by 4:00 p.m. on the day of the meeting. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

The Zoom information below is for online viewing and listening only.

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Passcode: 335390

Webinar ID: 824 8809 6363

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+17207072699,,82488096363# US (Denver) or +13462487799,,82488096363# US (Houston)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 720 707 2699 or +1 346 248 7799 or +1 253 215 8782

A. CALL TO ORDER

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

B. COMMUNITY PARTICIPATION

1. Public Comment

C. CONSENT AGENDA

1. Minutes of the May 24, 2022 Board of Trustees Meeting

2. Lightning Protection for Water Treatment & Water Reclamation Facilities
3. Resolution No. 23-2022 - A Resolution of the Board of Trustees of the Town of Wellington Making Appointments to the Wellington Finance Committee
4. Resolution No. 24-2022 - A Resolution of the Board of Trustees of the Town of Wellington Making Appointments to the Community Activities Commission
5. Resolution No. 25-2022 - A Resolution of the Board of Trustees of the Town of Wellington Designating Names of Certain Parks within the Town of Wellington

D. ACTION ITEMS

1. Reconsideration WaterNow Alliance Memorandum of Understanding
 - Presentation: Dan Sapienza, Town Attorney and Hallie Sheldon, Management Analyst
2. Ordinance No. 12-2022: An Ordinance Conditionally Annexing the Lamb Annexation into the Town of Wellington
 - Presentation: Cody Bird, Planning Director
3. ADA Special Accommodations Funding Request for 4th of July
 - Presentation: Kelly Houghteling, Deputy Town Administrator and Stephanie Anderson, Human Resource Manager
4. Resolution No. 26-2022 - A Resolution of the Board of Trustees Appointing a Town Treasurer
 - Presentation: Patti Garcia, Town Administrator

E. LIQUOR LICENSE AUTHORITY

1. CONSENT AGENDA
 - a. Fermented Malt Beverage Liquor License Renewal - Mini Mart, Inc, d/b/a Loaf 'N Jug
 - b. Hotel and Restaurant Liquor License Renewal - Donjon LLC, d/b/a Wellington Grill
2. Special Event Liquor Permit - American Legion
 - Presentation: Krystal Eucker, Town Clerk

F. REPORTS

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

a. Board of Trustees Planning Calendar

4. Board Reports

G. EXECUTIVE SESSION

1. Executive Session: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. and the transfer or sale of real property pursuant to Section 24-6-402(4)(a), regarding potential sale of the Thimmig Property. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through September 12, 2022.
2. Executive Session: For the purpose of considering the purchase, acquisition, lease, or transfer of real property pursuant to Section 24-6-402(4)(a), regarding potential property acquisitions within the Town of Wellington for municipal purposes. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through September 12, 2022.

H. ADJOURN

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



Board of Trustees Meeting

Date: June 14, 2022

Submitted By:

Subject: Minutes of the May 24, 2022 Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 05.24.22 BOT Minutes - DRAFT



BOARD OF TRUSTEES

May 24, 2022

6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

MINUTES

A video recording of this meeting is available on the Town of Wellington's YouTube page at <https://www.youtube.com/channel/UCPgBl-EYjaSam4hF3mkoFNA>

A. CALL TO ORDER

Mayor Chaussee called the meeting to order at 6:32

1. Pledge of Allegiance

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

2. Roll Call

Mayor Calar Chaussee

Mayor Pro Tem Ashley Macdonald – Arrived at 8:16 p.m.

Trustee Jon Gaiter

Trustee Brian Mason

Trustee Rebekka Kinney

Trustee David Wiegand

Trustee Shirrell Tietz

Also Present:

Patti Garcia, Town Administrator

Dan Sapienza, March & Olive, LLC, Town Attorney

Krystal Eucker, Town Clerk

Cody Bird, Planning Director

Bob Gowing, Public Works Director

Kallie Cooper, Community and Business Liaison

Dave Myer, Engineer

Nate Ewert, Engineer

Seargent Cherry, Larimer County Sheriff's Office

3. Amendments to Agenda

Mayor Chaussee asked if there were any amendments to the agenda this evening; there were no amendments.

4. Conflict of Interest

Mayor Chaussee asked if there were any conflicts of interest this evening; there were no conflicts of interest.

B. COMMUNITY PARTICIPATION

1. Public Comment

The meeting was opened for public comment; Melissa Whitehouse, Blair Pedersen, Suzane Burtis, Lowrey Moyer, Tim Whitehouse, Richard Seaworth, Tim Singwald, Jesy Andreen, Kent Allen, Rick Freeman and Reginald Westphal provided comments.

C. CONSENT AGENDA

1. Resolution No. 20-2022: A Resolution Approving the Town Administrator's Administrative Plan of Organization
2. Minutes from the May 10, 2022 Regular Board of Trustees Meeting

Trustee Kinney moved to approve the consent agenda; Trustee Wiegand seconded the motion.

Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Chaussee

Nays – None

Motion carried.

D. ACTION ITEMS

1. Jacobs Contract Amendments for Extended Water Treatment Plant & Water Reclamation Facility Construction Services

Mr. Myer informed the Board that the Jacobs' existing executed scope of work for Construction Services included a budget for a full-time Resident Project Representative (RPR) and engineering services during construction at the Water Treatment Plant (WTP) based on an 18-month construction period and a 20-month construction period for the Water Reclamation Facility (WRF). The Construction Manager at Risk (CMAR) Contractors, as part of their recently signed contracts, included extended construction schedule durations of 27 months for the WTP and 30 months for the WRF, nine (9) months and ten (10) months longer than the duration assumed in Jacobs' existing contracts. The increased construction durations for both plants resulted in added scope for on-site and office-based engineering services.

Jacobs and Town staff have had several meetings to discuss the RPR role and schedule for services based on construction schedules recently provided by the CMAR Contractors (Hensel Phelps for the WTP, and Moltz for the WRF). Jacobs and town staff recommend an extension of RPR coverage and engineering services during construction for both projects to fulfill the defined contractual role of the RPR. Furthermore, both Contractors have assumed a full-time RPR on-site during construction as part of their Guaranteed Maximum Price (GMP). To reduce the cost of these contract extensions, Jacobs and town staff have negotiated that a single RPR will be used during the initial four months of construction at both plants at approximately half-time as the Contractors are initiating activities. Town engineering staff will fulfill some RPR roles during this interim period. After this ramp-up period, instead of the RPR, two of the town's staff engineers will assist with construction administration by being responsible for preparing all the weekly meeting agendas, meeting minutes and action logs for distribution to the project team, including follow-up and coordination of any action items resulting from the meetings. This construction administration assistance by the Town will be provided for the entire duration of both construction periods.

The meeting was opened for public comment; there were no comments from the public.

Trustee Kinney moved to approve execution of contract amendments with Jacobs Engineering Group in the not to exceed amount of \$210,280 and \$238,880 for the Water Treatment Plant

and Water Reclamation Facility, respectively, for extended services during construction, including the Resident Project Representative, with monies being funded from the owner contingencies contained within the Guaranteed Maximum Price of each project.; Trustee Tietz seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Chaussee

Nays – None

Motion carried.

2. Contract for Materials Testing & Inspection for the Water Reclamation Facility Expansion Project
Mr. Myer informed the Board that in July 2021, CTL/Thompson (CTL) completed the design-phase geotechnical report update for the plant's current expansion. CTL also provided geotechnical services for the plant's initial construction in 2002. Whenever possible, it is advisable to employ the same firm that prepared the design-phase geotechnical report for construction-phase testing services. That firm will be familiar with the project, site soil conditions and design recommendations. In addition, potential gaps between accountability for those two phases are more likely to be avoided. CTL currently has the qualifications, equipment, and availability to do this work.

CTL provided a scope of services and fees for materials testing and construction observations related to the plant's expansion and the General Contractor's (Moltz) schedule. Fees were also based on a list provided by Jacobs regarding required tests and inspections as identified in the specifications for the project. CTL also used Moltz's estimated quantities of materials that would be relevant for testing. The services will require soil compaction testing, asphalt testing, concrete testing, masonry observation and testing, and structural steel inspection. Testing frequencies will vary depending on the construction schedule and the Contractor's schedule. Actual fees will be based on the hours charged and laboratory tests conducted at the unit rates in Exhibit B within the draft contract.

The meeting was opened for public comment; there were no comments from the public.

Trustee Gaiter moved to approve the execution of a contract with CTL Thompson in the not to exceed amount of \$123,902.00 for materials testing and inspections during construction of the Water Reclamation Facility with monies being funded from the project's budget; Trustee Tietz seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Chaussee

Nays – None

Motion carried.

3. Public Hearing: Consider Annexation of the Lamb Annexation property into the Town
There were no conflicts of interest disclosed by the Board of Trustees.

Trustee Gaiter disclosed that the Board members received emails from a resident regarding the property. Trustee Gaiter also had a resident ask questions regarding the agenda item, although he did not engage in discussion with the resident.

Trustee Tietz disclosed that emails had been received regarding the property and a request from a resident to approve the annexation but not the zoning. Trustee Tietz did look at the comprehensive plan and library districts.

Mayor Chaussee disclosed he had received the same emails.

Mr. Bird informed the Board that the owner of a property approximately 0.57 acres in size located east of Sixth Street at the intersection of Sveta Lane has submitted a petition for annexation to

incorporate the property into the Town of Wellington. The same property was previously considered for annexation in 2020 and following recommendations from the Planning Commission and a public hearing by the Board of Trustees, the annexation was approved. After the approval, the Town was not provided with a signed annexation map to be recorded with the Larimer County Clerk and Recorder and having not been recorded within 180 days from the date of approval, the annexation became void and of no effect. The owner has petitioned to again have the property annexed into the Town of Wellington.

The Board of Trustees on April 12, 2022 passed Resolution No. 14-2022, finding the annexation petition to substantially comply with State and local requirements and finding that the property meets the eligibility requirements of State Statutes. The resolution also established the date for a public hearing to consider the annexation on May 24, 2022. The Board of Trustees referred the proposed annexation to the Planning Commission for review and to form a recommendation on the annexation. If annexation is recommended, a recommendation for zoning is also needed.

The property owner, Linda Lamb, has submitted a petition for annexation to incorporate approximately 0.57 acres of land at 7840 Sixth Street into the Town of Wellington. The property is located at the south end of the Sixth Street commercial corridor and is considered an enclave.

The owner is requesting the property be zoned C-3 Mixed Use Commercial District (formerly C-3 Highway Commercial District prior to recent updates to the Land Use Code). The size and shape of the property will limit development to a single lot. The applicant has provided a conceptual only site plan to demonstrate the ability to develop the site for uses allowed within the C-3 zoning district. The site and existing building may be redeveloped following site plan review approval and proper building permits.

The property is within the Town's Growth Management Area (GMA) and is within the identified 3-mile plan adopted by the Town. Urban services including Town water and sanitary sewer can be extended to serve the property.

The staff report to the Planning Commission, and the applicant's narrative is included in the packet material.

The Planning Commission heard this annexation at their May 3, 2022 meeting and unanimously approved recommending annexation into the Town of Wellington. The Planning Commission also unanimously approved recommending C-3 zoning for the annexation.

Town staff has provided the required notifications to advertise the public hearing.

Mr. Tom Donnelly, the applicant's representative, addressed the Board and gave background on the previous annexation that had not been recorded with the County. The property owner is seeking annexation and a C-3 zoning classification. A complete site plan will be brought before the town if the property is annexed. The property owner is responsible for making a use work on the property. The owners understand there may be some traffic concerns that need to be addressed and will try to work on that to be best of their ability.

The meeting was opened for public comment; Leann McDaniel, Christine Kenney, Reginald Westphal, Jesy Andreen, Christine Gaiter, Barb Holgren and Russ Brewer spoke in opposition to the application. Lowrey Moyer spoke in favor of the application.

Mr. Donnelly addressed the public's comments and commented that it is not about the use but the zoning.

The public hearing was closed.

Mr. Donnelly inquired if Trustee Macdonald would be voting on this agenda item this evening as she was not in attendance for all of the public hearing; Trustee Macdonald said she would be voting.

4. Ordinance No. 12-2022: An Ordinance Conditionally Annexing the Lamb Annexation into the Town of Wellington

Mr. Bird informed the Board that there is a draft ordinance in the packet material, which is based on what staff heard at the Planning Commissions' hearing. The draft ordinance does two things; approving the annexation to bring the property into the Town of Wellington and it would assign the C-3 Mix-Use Commercial zoning based on the applicant's requests and the staff and the Planning Commission recommendations based on those findings.

Additionally, the Planning Commissions' findings of fact are included in the packet material for the previous agenda item.

When considering an annexation, some things need to be done. The annexation will need to be approved or denied, adopt specific findings of fact, assign a zoning district designation to the property and take action on the ordinance.

Based on the planning commission's recommendation of findings, staff recommends approval of Ordinance 12-2022.

The Board moved into a short recess to seek legal counsel regarding Trustee Macdonald's ability to vote on this agenda item; the meeting resumed at 8:47 p.m.

Trustee Macdonald requested postponing the agenda item to review the entire public hearing.

Mr. Sapienza informed the Board that it is extremely important to avoid ex parte communications until the item is brought back before the Board.

Trustee Gaiter moved to postpone Ordinance 12-2022: An Ordinance Conditionally Annexing the Lamb Annexation into the Town of Wellington to the June 14, 2022 Regular Board of Trustee Meeting; Trustee Tietz seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – None

Motion carried.

5. Resolution No. 21-2022: A Resolution Authorizing Temporary Road Closures for the Annual 4th of July Celebration

Ms. Cooper reviewed the road closure plan for the 4th of July event. The plan was amended on May 24, 2022 and was provided to the Board of Trustees.

The meeting was opened for public comment; there was no public comment.

Trustee Kinney moved to approve Resolution No. 21-2022: A Resolution Authorizing Temporary Road Closures for the Annual 4th of July Celebration; Mayor Pro Tem Macdonald seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee
Nays – None
Motion carried.

6. Ordinance No. 13-2022: An Ordinance Prohibiting the Use of State-Prohibited Fireworks in the Town of Wellington

Mr. Sapienza informed the Board that staff was directed to look into methods to encourage increased enforcement of Town of Wellington fireworks ordinances, due to high levels of use of illegal fireworks around the Fourth of July holiday. Through meetings with Larimer County Sheriff's Office (LCSO) and investigation of other ordinances used by municipalities, it was determined that Wellington's ordinance was inconsistent with the area. This proposed ordinance allows fireworks in the Town permitted by state law and no others. This will allow LCSO to focus their efforts on those fireworks that present the most significant danger to the Town, including large explosive devices and airborne effects purchased from out of state.

The meeting was opened for public comment; Reginald Westphal, Christine Gaiter, Jesy Andreen, Susan Burtis and Karen Eiffert provided comments.

Trustee Kinney moved to approve Ordinance 13-2022: An Ordinance Prohibiting the Use of State-Prohibited Fireworks in the Town of Wellington; Mayor Pro Tem Macdonald seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Wiegand, Macdonald, Chaussee
Nays – Tietz
Motion carried.

7. Resolution No. 22-2022: A Resolution Approving the Colorado Regional Opioid Intergovernmental Agreement for the Larimer County Region and Appointing a Representative from the Town of Wellington to Serve on the Larimer Regional Opioid Council

Mr. Sapienza informed the Board that in 2021, the State of Colorado announced it would be receiving up to \$400 million from the nationwide opioid class action lawsuit. To facilitate the disbursement of these funds, the State created the Colorado Opioids Settlement Memorandum of Understanding (MOU). To participate in the opioids settlement, local municipalities had to sign the Colorado MOU, which was signed by the Town in 2021. This guaranteed the Town would receive its local government share of the settlement. By entering into the IGA, the Town, with other members of the Larimer Regional Opioid Council, will determine the disbursement of an estimated \$14,000,000 over 18 years. These funds are designated to assist in mitigating the opioid crisis.

The meeting was opened for public comment; there were no comments from the public.

Trustee Gaiter moved to approve Resolution No. 22-2022: A Resolution Approving the Colorado Regional Opioid Intergovernmental Agreement for the Larimer County Region and Appointing Brian Mason to Serve on the Larimer Regional Opioid Council and Patti Garcia to Serve as an Alternate; Trustee Macdonald seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee
Nays – None
Motion carried.

E. REPORTS

1. Town Attorney

None.

2. Town Administrator

None.

3. Staff Communications

None.

a. Larimer County Sheriff's Office Monthly Report - April 2022
Verbal Report

b. Memorandum regarding the Larimer County Floodplain Update - Preliminary results and path forward
Written Report

4. Board Reports

Mayor Pro Tem Macdonald congratulated all the students on transitioning and upgrading.

Trustee Kinney attended the Boys and Girls Club of Larimer County where fundraising efforts were celebrated and an award was given for the Champion of Children.

Trustee Mason moved to reconsider the adoption of the WaterNow Alliance Grant; Mayor Pro Tem Macdonald seconded the motion.

Trustee Mason voted no on the agenda item at the previous meeting, which was the prevailing side. Discussion and roll call on the motion will occur at the June 14, 2022 meeting.

F. EXECUTIVE SESSION

The consensus of the Board was to continue the executive sessions that were on this evening's agenda to June 14, 2022.

1. Executive Session: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. and the transfer or sale of real property pursuant to Section 24-6-402(4)(a), regarding potential sale of the Thimmig Property. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through August 22, 2022.
2. Executive Session: For the purpose of considering the purchase, acquisition, lease, or transfer of real property pursuant to Section 24-6-402(4)(a), regarding potential property acquisitions within the Town of Wellington for municipal purposes. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through August 22, 2022.

G. ADJOURN

Mayor Chaussee moved to adjourn; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Kinney, Mason, Tietz, Wiegand, Macdonald, Chaussee

Nays – None

Motion carried.

The meeting was adjourned at 10:15 p.m.

Krystal Eucker, Town Clerk

DRAFT

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Dave Myer, Engineer
Subject: Lightning Protection for Water Treatment & Water Reclamation Facilities

EXECUTIVE SUMMARY

Contracts with Weifield Group Contracting, Inc. for installation of lightning protection at the Water Treatment and Water Reclamation Facilities are presented for action.

BACKGROUND / DISCUSSION

In 2021, the Risk and Resiliency Assessment (RRA) identified the lack of lightning protection as the top threat to the Town's Water Treatment Plant. Without this protection, critical electrical components are at risk of damage or destruction. This need was reinforced by two recent lightning strikes at the Water Reclamation Facility that disabled critical flow meters and communication components within the plant's Supervisory Control and Data Acquisition (SCADA) system. The latter instance resulted in the plant shutting down and preventing the SCADA system from providing proper alarms to operators. Proper lightning protection will help prevent events like these from occurring, as well as assist in the longevity of the costly electrical components at these facilities.

This project includes furnishing and installation of Underwriters Laboratory (UL) listed lightning protection systems and copper ground rings at the Town's existing Water Treatment and Water Reclamation Facilities, including the following:

Water Treatment Facilities

- Treatment Building
- Chemical Building
- Clearwell Building
- 1 Million Gallon Treated Water Storage Tank
- 2 Million Gallon Treated Water Storage Tank
- Nanofiltration Building
- Wilson Well Pump House
- Buffalo Creek Booster Station

Water Reclamation Facility

- Administration/UV Building
- RAS/WAS Building
- Sludge Dewatering Building
- Headworks Building

Please note that lightning protection is being incorporated into the new buildings within the expansions of both plants. This particular project is for existing structures only, and will work in conjunction with upcoming lightning protection improvements for the new structures.



In accordance with the Town's purchasing policy, a Request for Proposal (RFP) was issued on April 26, 2022 which was advertised on the Town's website. The RFP was also shared with the current Contractors for the plant expansions (Hensel Phelps and Moltz). A copy of the RFP (and subsequent addenda) is attached. Site visits were held with prospective contractors during the bidding period. In response to the RFP, two firms submitted a proposal: Interstates, Inc.; and, Weifield Group Contracting, Inc. Both proposals are attached.

A four-member selection committee was formed consisting of Nathan Ewert, DJ Jones, Mike Flores, and Dave Myer. The committee met to discuss the proposals on May 23 and June 3. The proposals were evaluated using the following criteria and weights:

- Completeness (20%)
- Price (50%)
- Schedule (20%)
- References (10%)

Each proposal broke down the scope of work and costs per building. Interviews with both contractors were held on June 6th after which the selection committee unanimously voted Weifield Group as having the best proposal based on the above criteria. A summary sheet of the committee's rankings is attached. Note that DJ Jones and Mike Flores scored the proposals solely on either the Water Treatment or Water Reclamation Facilities, respectively.

Proposed fees were as follows:

Interstates

- Water Treatment Facilities: \$175,427
- Water Reclamation Facilities: \$81,382 (including Headworks)

Weifield

- Water Treatment Facilities: \$108,318
- Water Reclamation Facilities: \$51,428 (including Headworks); \$42,930 (excluding Headworks*)

**During contract negotiations, the selection committee decided to remove the existing Headworks Building from the project as that building and its internal equipment will be decommissioned in 2024 when the plant's expansion comes online.*

Funding for this project is included in the approved 2022 CIP budget: Water (\$195,000, GL 211-80-4082); Water Reclamation (\$115,000, GL 211-80-4085). Accordingly, two separate contracts (attached) will be issued for this project with separate invoicing and budget tracking. Both projects are under the proposed and approved budget.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Authorize execution of contracts with Weifield Group Contracting, Inc. in the not to exceed amounts of \$108,318.00 and \$42,930.00 for the Water Treatment and Water Reclamation Facilities, respectively, for installation of lightning protection.
2. Authorize execution of contracts with Weifield Group Contracting, Inc. in the not to exceed amounts of \$108,318.00 and \$42,930.00 for the Water Treatment and Water Reclamation Facilities, respectively, for installation of lightning protection, with amendments as the Board of Trustees deems appropriate.

3. Postpone action on this item, which will result in a small potential for continued risk of lightning damage at the plants and potential cost increases if the project moves forward at a later date.
4. Decline to take action.

ATTACHMENTS

1. Wellington WTP & WRF Lightning Protection RFP
2. Wellington Lightning RFP ADDENDUM 1
3. Interstates Lightning Proposal Water Treatment Facilities
4. Interstates Lightning Proposal Water Reclamation Facilities
5. Weifield Lightning Proposal Water Treatment Facilities
6. Weifield Lightning Proposal Water Reclamation Facilities
7. 2022 Lightning Proposals Evaluation-Summary
8. Wellington Lightning Contract Weifield Water Treatment Facilities DRAFT
9. Wellington Lightning Contract Weifield Water Reclamation Facilities DRAFT



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 26th DAY OF APRIL 2022

TOWN OF WELLINGTON **LIGHTNING PROTECTION FOR WATER TREATMENT AND** **WATER RECLAMATION FACILITIES**

GL No. 211-80-4082 *(for Water Treatment Facilities)*
GL No. 211-80-4085 *(for Water Reclamation Facilities)*

The Town of Wellington (Town) is accepting proposals from qualified Electrical Contractors to install UL-listed lightning protection systems at existing structures at the Water Treatment Plant (WTP), Nanofiltration facility, Wilson Wells Pump Station, Buffalo Creek Pump Station, and existing structures at the Water Reclamation Facility (WRF).

Proposals will be received electronically (in PDF format) by the Town until 4:00 PM local time on Friday, May 20, 2022 (closing date and time). Other key dates are listed below. Proposals received after the closing date and time will not be accepted. Proposals shall be addressed and emailed to the following Town staff member:

Town of Wellington
Dave Myer, PE, Engineer II
8225 3rd Street
Wellington, Colorado, 80549
myerdk@wellingtoncolorado.gov

Request for Proposals Announcement	Tuesday, April 26, 2022
Pre-Proposal Meeting.....	None
Non-Mandatory Site Walks. WTP	Thursday, May 5, 2022, 1:00 PM
Non-Mandatory Site Walks. WRF.....	Thursday, May 5, 2022, 3:00 PM
Questions/Inquires Closed	Tuesday, May 10, 2022, 12:00 PM
Last Addenda Issued	Tuesday, May 10, 2022, 5:00 PM
Proposal Deadline	Friday, May 20, 2022, 4:00 PM

Inquires and Addenda

Questions and site visit requests may be presented up to Tuesday, May 10, 2022, 12:00 PM and may be submitted by email or phone to the following Town project manager:

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

No addenda to this RFP will be issued by the Town after Tuesday, May 10, 2022, 5:00 PM.

Background

In 2021, the Town's Risk and Resiliency Assessment (RRA) of its water treatment facilities identified the lack of lightning protection as the top threat. Without this protection, critical electrical components are at risk of damage or destruction. This need was reinforced by two recent lightning strikes at the Water Reclamation Facility which disabled critical flow meters and communication components within the plant's SCADA system. This incident resulted in the plant shutting down and preventing the SCADA system from providing proper alarms to operators on-call at the time. Proper lightning protection would help prevent events like these from reoccurring and assist in the longevity of all the expensive electrical components.

The Town is currently expanding both its WTP and WRF with General Contractors currently on site. This project would involve installation of lightning protection only at the plants' existing buildings since lightning protection is being implemented into the design of the new buildings that are part of the expansions. The successful bidder will need to coordinate site access with the General Contractor at each plant and follow all safety requirements.

The location of each treatment facility is presented below:

Water Treatment Plant
10691 North County Road 11
Wellington, CO 80549

Water Reclamation Facility
6190 NE Frontage Road
Wellington, CO 80549

Nanofiltration Building
8700 3rd Street
Wellington, CO 80549

Wilson Wells Pump House
East Wilson Avenue, Wellington
Adjacent to Eyestone Elementary School

Buffalo Creek Booster Station
North end of Buffalo Creek Parkway
40.718358N and -105.010761W
Wellington

Scope of Services

The scope of work includes furnishing and installation of a UL-listed lightning protection system and 4/0 bare copper ground ring at the Town's existing water treatment and water reclamation facilities, including the following:

Water Treatment Facilities

- Treatment Building
- Chemical Building
- Clearwell Building
- 1MG Treated Water Storage Tank
- 2MG Treated Water Storage Tank
- Nanofiltration Building (offsite)
- Wilson Well Pump House (offsite)
- Buffalo Creek Booster Station (offsite)

Water Reclamation Facility

- Administration/UV Building
- RAS/WAS Building
- Sludge Dewatering Building
- Headworks Building

The Contractor may bid on either just the water treatment facilities, or water reclamation facilities, or both but must provide separate proposals for each and provide cost breakdown by each structure. The Town reserves the right to accept or reject any specific structure(s). A separate contract will be executed for water treatment facilities and the water reclamation facilities, and Contractor invoices shall be submitted accordingly. Note that the existing Headworks Building at the WRF will be decommissioned in mid-2024 once the expanded plant comes online. The Contractor may investigate alternative, more cost-effective, temporary options for that building.

The selected Contractor will be responsible for excavation, boring, and coring to complete the scope of work along with lifting equipment needed for the Water Storage Tanks. Excavations shall be brought back to grade with native soils.

Utility locates are available in the Jacobs design sets for the plant expansions that may be requested from the Town's project manager. Utility locates for the offsite facilities are the responsibility of the Contractor.

The Contractor shall adhere to Jacobs' specifications currently being used for the WTP Expansion (attached). Ground rings shall be buried at 18 inches below grade in accordance with Jacobs' standards. Any modifications to the specifications should be included in writing with the proposal which will be reviewed by the Town.

The Contractor must confirm and adhere to the requirements of local authorities and jurisdictions (Town Codes) and/or electrical inspector when the project is awarded. Coordinate any power shutdowns and site access with each plants' superintendent.

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. Project Materials
 - a. Provide information/cut sheets on lightning protect equipment and materials to be used.
2. Prices
 - a. Prices should include all labor, materials, overhead, excavation, profit, insurance etc. to cover the complete work in place. A price should be submitted for each individual structure.
3. Schedule
 - a. All facilities must be completed by December 1, 2022.
4. Location
 - a. Indicate location(s) of your office(s).
5. References
 - a. Provide a brief description of up to three (3) projects similar in scope completed in the last ten (10) years.

Evaluation of Proposals

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. Selection of Contractor(s) will require final approval by the Board of Trustees.

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 sixty (60) calendar days from closing date and time.

Incurring costs

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

SECTION 26 41 00
FACILITY LIGHTNING PROTECTION

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. Lightning Protection Institute (LPI): 175, Standard of Practice.
 2. National Fire Protection Association (NFPA):
 - a. 70, National Electrical Code (NEC).
 - b. 780, Standard for the Installation of Lightning Protection Systems.
 3. UL:
 - a. 96, Standard for Lightning Protection Components.
 - b. 96A, Standard for Installation Requirements for Lightning Protection Systems.

1.02 DESIGN REQUIREMENTS

- A. Provide lightning protection system design for the following structures:
1. Refer to RFP.
- B. Design lightning protection system to comply with applicable provisions of LPI 175, UL 96, UL 96A, and NFPA 780.

1.03 SUBMITTALS

- A. Action Submittals:
1. Reproducible Bond Drawings:
 - a. Lightning protection system layout.
 - b. Component locations.
 - c. Detailed plans.
 2. Down conductor.
 3. Connecting conductor.
 4. Bond strap.
 5. Air terminals.
 6. Fittings.

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

7. Connectors.
8. Ground rods.

B. Informational Submittals:

1. Field test report.
2. Ground Witness Certification-Form LPI-175A.
3. Post-Installation Certification-Form LPI-175B.
4. UL 96 Master Label "C" Certification.

1.04 QUALITY ASSURANCE

- A. Designer: Lightning protection system design shall be prepared by an LPI-certified master designer. Shop drawings shall be stamped by the designer.
- B. System components shall be the product of a manufacturer regularly engaged in the manufacturing of lightning protection components in accordance with UL 96.
- C. Lightning protection system shall be installed under direct supervision of an LPI 175 Certified Master Installer.
- D. Inspection of final installation and grounding connection shall be performed by an LPI-certified inspector.
- E. Provide the Work in accordance with NFPA 70. Where required by Authority Having Jurisdiction (AHJ), material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ in order to provide a basis for approval under NEC.
- F. Materials and equipment manufactured within the scope of standards published by UL shall conform to those standards and shall have an applied UL listing mark.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Materials, equipment, and accessories specified in this section shall be products of:
 1. Thompson Lightning.
 2. IPC Protection.

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

3. Erico Eritech Lightning Protection Systems.
4. VFC, Inc.

2.02 GENERAL

- A. Complete system shall bear UL 96 Master Label C.
- B. System Material: Copper or high copper content, heavy-duty bronze castings, unless otherwise specified.
- C. Material shall comply in weight, size, and composition for the class of structure to be protected as established by NFPA 780.

2.03 COMPONENTS

- A. Air Terminal:
 1. Material: Solid copper rods with tapered or blunt points as required for application.
 2. Diameter: 5/8 inch.
 3. Length: Sufficient to extend minimum 10 inches above object being protected.
 4. UL 96 Label B applied to each terminal.
- B. Conductors:
 1. Lightning System Conductors: Bare medium hard-drawn stranded copper, or stranded aluminum as required for the application.
 2. Main down and connecting conductors shall bear the UL 96 Label A, applied every 10 feet.
 3. Grounding Conductors: Stranded bare copper.
- C. Cable Fastener and Accessories: Capable of withstanding minimum pull of 100 pounds.
- D. Fittings:
 1. Heavy-duty.
 2. Bolts, Screws, and Related Hardware: Stainless steel.
- E. Ground Rods:
 1. Material: Copper.

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WATER TREATMENT PLANT EXPANSION

F. Grounding Connections:

1. Welds: Exothermic process.
2. Fasteners: Bolted clamp type, corrosion-resistant copper alloy.
3. Hardware: Silicone bronze.

G. Cable Connections and Splicers:

1. Welds: Exothermic process.
2. Fasteners: Bolted clamp type, corrosion-resistant copper alloy.
3. Through-Roof Connectors: Straight or right angle with bronze and lead seal flashing washer.

H. Conduit: Schedule 40 PVC, as specified in Section 26 05 33, Raceway and Boxes.

PART 3 EXECUTION

3.01 GENERAL

- A. Workmanship to comply with all applicable provisions of LPI 175, UL 96, UL 96A, and NFPA 780.
- B. Aluminum materials shall be used where required to meet the galvanic corrosion requirements of UL 96A.
- C. Provide pitchpockets or method compatible with roofing to waterproof roof penetrations.
- D. Install system in inconspicuous manner so components blend with building aesthetics.

3.02 EXAMINATION

- A. Verify conditions prior to installation. Actual conditions may require adjustments in air terminal and ground rod locations.

3.03 INSTALLATION

A. Air Terminals:

1. Supports: Brackets or braces.
2. Parapet Bracket Attachment: Lag or expansion bolts.
3. Secure base to roof surface with adhesive or pitch compatible with roofing bond.
4. Provide terminal flashing at roof penetrations.

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

5. Perimeter Terminals:
 - a. Maximum Spacing: 20 feet.
 - b. Maximum Distance From Outside Edge of Building: 2 feet.
 6. Roof Ridge Terminals: Maximum spacing 20 feet.
 7. Mid-Roof Terminals: Maximum spacing 50 feet.
 8. Provide blunt point air terminals for applications exposed to personnel.
- B. Conductors:
1. Conceal whenever practical.
 2. Provide 1-inch PVC conduit in building walls or columns for main downloads and roof risers.
 3. Support: Maximum spacing for exposed conductors.
 - a. Vertical: 3 foot.
 - b. Horizontal: 4 foot.
 4. Maintain horizontal and vertical conductor courses free from dips or pockets.
 5. Bends: Maximum 90 degrees, with minimum 8-inch radius.
 6. Install air terminal conductors on the structural roof surface before roofing composition is applied.
- C. Bonding:
1. Bond to Main Conductor System:
 - a. Roof-mounted ventilators, fans, air handlers, masts, flues, cooling towers, handrails, and other sizeable metal objects.
 - b. Roof flashing, gravel stops, insulation vents, ridge vents, roof drains, soil pipe vents, and other small metal objects if located within 6 feet of main conductors or another grounded object.
 2. Bond each steel column or major framing members to grounding system.
 3. Bond each main down conductor to grounding system.
- D. Grounding System:
1. Grounding Conductor:
 - a. Completely encircle building structure.
 - b. Bury minimum 1 foot below finished grade.
 - c. Minimum 2 feet from foundation walls.
 2. Interconnect ground rods by direct-buried copper cables.
 3. Maximum Resistance: 1 ohm when connected to ground rods.

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

4. Connections:
 - a. Install ground cables continuous between connections.
 - b. Exothermic welded connections to ground rods, cable trays, structural steel, handrails, and buried and nonaccessible connections.
 - c. Provide bolted clamp type mechanical connectors for all exposed secondary connections.
 - d. Use bolted offset parapet bases or through-roof concealed base assemblies for air terminal connections.
 - e. Provide interconnections with electrical and telephone systems and all underground water, gas, sewer, and other metal pipes.
 - f. Provide electric service arrestor ground wire to building water main.

3.04 FIELD QUALITY CONTROL

A. Field Testing:

1. Isolate lightning protection system from other ground conditions while performing tests.
2. Resistance: Test ground resistance of grounding system by the fall-of-potential method.
 - a. Test Resistance to Ground: Maximum 1 ohm.
 - b. Install additional ground rods as required to obtain maximum allowable resistance.
3. Test Report:
 - a. Description of equipment tested.
 - b. Description of test.
 - c. Test results.
 - d. Conclusions and recommendations.
 - e. Appendix, including appropriate test forms.
 - f. Identification of test equipment used.
 - g. Signature of responsible test organization authority.

END OF SECTION



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

ADDENDUM 1
DATED THIS 10TH DAY OF MAY 2022

TOWN OF WELLINGTON
LIGHTNING PROTECTION FOR WATER TREATMENT AND
WATER RECLAMATION FACILITIES

This Addendum forms part of the Request for Proposal dated April 26, 2022, and modifies the document as noted below. This Addendum consists of the following:

1. Questions and Answers

Q: Are the downloads to be installed on the interior or exterior of the building?

A: Exterior installation is acceptable should the Contractor approve. Generally, the most cost-effective installation is preferred.

Q: If downloads are installed on the exterior of the building, does the conduit need to be painted to match building color?

A: No, it is not necessary to paint the downloads to match the color of the buildings.

Q: Specification “4E. Connections” states that we should provide interconnections with “electrical and telephone systems and all underground water, gas, sewer, and other metal pipes.” Given the existing building ground should have been tied per code to the water and gas line, can we assume this is the case and tie directly to the main equipment ground? This would lower the cost significantly. If desired, we could have the EC verify that the existing building ground is tied to these items. And, if we are tying into the main equipment ground, how long can shutdowns be scheduled for?

A: For preparation of your base bid, you may assume the existing building ground is tied per code to the water and gas line and then tie directly to the main equipment ground. However, please include EC verification that this is indeed the case. Should this not be the case, you may assume that a change order may be warranted where fees would be established on a case-by-case basis with the Town’s project manager. Any required shutdowns would need to be coordinated in advance with the plant superintendents. Generally, shutdowns should occur during low flow periods at both plants and completed as quickly as possible.

Q: Are grounding test wells required for the ground ring? We typically see (1) for each building.
A: Yes, please provide one at each building.

Q: The specification states to run downloads in building walls or columns. Given the buildings are existing, can we run PVC conduit on the exterior of the building?
A: Yes.

Q: Please confirm PVC Schedule 40 is acceptable inside all buildings for connections to electrical equipment, piping, etc.
A: Per the 2020 NEC code, Schedule 80 is required when protecting a grounding electrode conductor.

250.64(B)(2) Exposed to Physical Damage. A 6 AWG or larger copper or aluminum grounding electrode conductor exposed to physical damage shall be protected in rigid metal conduit (RMC), intermediate metal conduit (IMC), Schedule 80 rigid polyvinyl chloride conduit (PVC), reinforced thermosetting resin conduit Type XW (RTRC-XW), electrical metallic tubing (EMT), or cable armor.

250.64(B)(3) Smaller Than 6 AWG. Grounding electrode conductors smaller than 6 AWG shall be protected in RMC, IMC, Schedule 80 PVC, RTRC-XW, EMT, or cable armor.

Use Schedule 80. Replace “Schedule 40” in specifications with “Schedule 80” accordingly.

2. Budget

In the Town’s 2022 budget, the Board of Trustees approved \$195,000 for the lightning protection at the water treatment facilities and \$115,000 for lightning protection at the water reclamation facilities.



May 20, 2022

Proposal #6752

We are pleased to offer our proposal for the Lightning Protection Additions to existing Water Treatment buildings for the Town of Wellington.

Proposal Documents

We have based our pricing on the following documents:

1. Site walks attended August 11th (Water) and August 18th (Wastewater) 2021
2. RFP Dated April 26th, 2022
3. Addendum 1

Estimate Standards

1. National Electric Code – 2020 Edition
2. Interstates Quality Assurance Manual
3. PVC conduit above grade
4. 4/0 bare copper ground grids
5. 3/4" x 10' copper-clad steel ground rods

Scope of Work

1. Interstates will furnish and install a UL-listed lightning protection system and a 4/0 bare copper ground ring for the following buildings:
 - Water Treatment
 - a. Filter Building
 - b. Treatment Building
 - c. Clearwell Building
 - d. 1 MG Storage Tank
 - e. 2 MG Storage Tank
 - f. Buffalo Booster Pump Station
 - g. Nanofiltration
 - h. Wilson Well Pumphouse
2. We will bond the lightning protection system to the main grounding bar at each facility.
3. We will perform a fall-of-potential test on the lightning protection systems to ensure the resistance is less than 1 ohms.
4. We will provide a HDPE test well for each building's ground ring.
5. We have included excavation, boring, and coring to complete our scope of work. Our budget is based on burying the new ground rings at 12" below grade.
6. We have included lifting equipment for our scope of work on the water storage tanks.

Exclusions

1. Spare parts
2. Dumpsters
3. Restrooms / port-o-jons

4. Permit fees
5. Engineering fees
6. Temporary power or lighting
7. Private utility locates (provided by Jacobs)

Clarifications

1. We will bring disturbed soil back to grade with native soils.
2. We will use Jacobs' utility locates to coordinate our excavation.
3. The ground ring will be buried at 12" below grade in accordance with spec.
4. Tie-ins to the main electrical grounding bus will require brief shutdowns to be coordinated with the Town of Wellington.
5. The lightning protection system will adhere to Jacobs standards.
6. Our proposal is based on a mutually agreeable construction schedule.
7. Our price is based on working a 40-hour work week, equal to five (5) 8-hour days.
8. Our price is based on performing the work with our non-union labor workforce.
9. Interstates will confirm the requirements of local authorities and jurisdictions (city codes) and/or electrical inspector when the project is awarded.
10. Our price is good for sixty days from today's date.
11. We have not included the costs associated with performance and payment bonds, but this can be added for 1% of the contract total.
12. If COVID-19 issues impact the project schedule or have cost impacts on the supply chain, we reserve the right to adjust pricing.

Lightning Protection Information

Please find a sample lightning protection submittal under separate cover.

Pricing

Our budgetary lump sum price for the electrical installation as described above is **\$175,427.00**, excluding sales tax, and consisting of the following breakdowns:

Water Facilities	
Treatment Building	\$ 29,849.00
Chem Building	\$ 21,042.00
Clearwell	\$ 18,584.00
1MG Tank	\$ 23,410.00
2MG Tank	\$ 28,584.00
Nanofiltration	\$ 20,890.00
Wilson Wells	\$ 20,641.00
Buffalo Booster Pump Station	\$ 12,427.00

If this project is exempt from taxes, we will require the owner or contractor to file the required exemption certificates with Interstates.

Schedule

We can complete all facilities by December 1, 2022. We anticipate our scope of work to take approximately three months.

Location

Our Regional Office serving this project is located at 1409 Duff Drive in Fort Collins, Colorado, less than fifteen miles from the project site.

References

We have provided lightning protection systems, grounding, and verification for the following water and wastewater facilities.

Boyd Lake Water Treatment Facility Improvements

- Scope: New chemical building, new liquid oxygen system, filter building and backwash pump replacements, service upgrade.
- Contract Amount: 3,570,993
- Owner Contact Info:
City of Greeley
3119 East Eisenhower Blvd
Loveland CO 80537
970-226-2484

Drake Water Reclamation Facility Improvements

- Scope: New UV Building, cogeneration system, sodium hypochlorite building, & side stream building.
- Contract Amount: 4,950,922
- Owner Contact Info:
Fort Collins Water Treatment
4316 Laporte Ave
Fort Collins CO 80521
970 -221-6700

South Fort Collins Sanitation District's Phase 1 Expansion

- Scope: New ATAD Building and blower building
- Contract amount: \$4,582,544
- Owner Contact Info:
South Fort Collins Sanitation District
2560 E. County Rd 32
Fort Collins CO 80528
970-226-2484

We completed all these projects on time and within budget.

Summary

We appreciate the opportunity to be involved with this project. Please let us know what our next step together will be so that we can begin immediately.

If you have any questions, please call at any time.

Sincerely,

Interstates, Inc.

Patrick Conlon
Lead Estimator
Patrick.Conlon@interstates.com
401-651-4424

Terms (Version 062020)

If we have a template or master agreement with you, those terms will apply. If not, these terms shall take precedence over any inconsistent provisions of our agreement and any other contract documents. Your acceptance shall be by allowing Interstates to commence work on the project.

1. **Contract documents.** Our proposal is incorporated into the contract and take precedence over any inconsistent provisions of the contract, plans, specifications, and any other contract documents. We are not bound to any other document referenced in the contract without prior review and written acceptance.
2. **Payment Terms.** A maximum of 5% retainage will be withheld from our monthly progress billing. All materials, whether stored or installed, are billable. Progress and final payments are due 30 days from receipt of our invoice, and we may charge interest on late payments at the maximum rate permitted by law. We are not required to waive lien rights for any payment prior to being paid. In the event any portion of our entire account remains unpaid 90 days after billing, you agree to pay all costs of collection, including reasonable attorney's fees. Invoices shall be submitted on the AIA G702 form. Upon execution of this agreement, an initial payment of 10% of the contract amount shall be made to us for mobilization and pre-construction expenses.
3. **Extra Work and Schedule.** We are entitled to equitable adjustments of the contract price or schedule for delays, acceleration, out-of-sequence work, schedule changes beyond our reasonable control, extra work we perform in accordance with the contract documents, for extra work we perform for unknown site conditions, or pursuant to written or verbal instructions from you, provided that we give you notice (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work. If we are unable to agree on the contract price or schedule adjustment, we are authorized to proceed on a time and material basis in accordance with our most current rates.
4. **Warranty.** Our work shall be executed in substantial compliance with the contract documents, in a good and workmanlike manner, and free of defect not inherent in the design or specified materials. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, abuse, or modifications performed by others. We do not warrant the adequacy, sufficiency, suitability or building code compliance of the plans, specifications, or other contract documents including, without limitation, any specified sole source or brand-named products, equipment, or materials, and you accept the manufacturer's warranty as its sole recourse with regard to such items. We are entitled to 5 days' notice and opportunity to diligently begin curing any defective work or defaults before you may take other actions or terminate our agreement for cause. All warranty claims must be received by us not more than one (1) year after completion of our work, and we must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. The quality of any engineering or programming services shall be judged solely as to whether we performed the services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. Software provided by us exclusively includes technical support for ninety (90) calendar days after installation at the site. This obligation is void if anyone else has modified the software in any way. Failure to purchase and attend training for those using the system will void this obligation. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY US.
5. **Hold Harmless Restriction.** Any indemnification, defense, or hold harmless obligation of ours extends only to claims relating to bodily injury and property damage (other than to our work), and then only to that part or proportion of any claim caused by our negligence or intentional act, or that of our sub-contractors, their employees, or others for whose acts we may be liable. We shall not have a duty to defend.
6. **Insurance Restriction.** We are not required to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. We shall maintain insurance with coverage and limits only as provided by our existing insurance program as shown by its certificate of insurance available upon request. Our standard additional insured form may be used in lieu of any other required form.
7. **Lien and Bond Rights Preserved.** We may take all steps reasonably necessary to preserve and enforce its lien and bond rights. We are only required issue waivers of lien or bond rights that exclude any waiver of lien or bond rights securing payment of retainage, unbilled changes, and claims which have been asserted in writing or which have not yet become known to us, and any such waivers shall either apply only through the date of work covered by our last payment application that has been paid in full, or shall be conditional upon receipt of funds to our account.
8. **Dispute Resolution.** Any disputes will be resolved first through direct negotiations between the appropriate representatives of each party. If not resolved, then we will endeavor to resolve the disputes by mediation within 30 days of a demand for such. If the dispute remains unresolved after mediation, we shall submit the matter to Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The prevailing party, as determined by the adjudicator of the dispute, is entitled to reimbursement of attorneys' fees and costs.
9. **Limitation on Damages.** Neither of us is liable to the other for liquidated, special, punitive, incidental or consequential damages, and our liability for delay damages (if any) shall not exceed 5% of our original contract amount.
10. **Intellectual Property.** The end client 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 us, our design professional, subcontractors, or consultants and distributed to you for this project, upon the making of final payment to us, or in the event of proper termination according to this Agreement. We grant to the end client a non-transferable, non-exclusive, license to use the software prepared by us, our design professional, subcontractors, or consultants and distributed to the you for this project (hereinafter "Software"). The end client is granted a license to make copies of such Software for use only with the system for which such programs were acquired. The end client shall not sell, license, disclose, give away, assign, or transfer the Software or any interest therein to anyone. If the scope requires us to purchase third party software for the end client, you authorize us to purchase said software in the end client's name, and the end client shall defend and indemnify us for any and all claims arising from end client's failure to abide by the license agreement.
11. **Force Majeure.** Neither of us shall have liability for any period it is prevented from performing its respective obligations, in whole or in part, as a result of the act or omission of the other party or by an act of God, war, civil disturbance, court order, strike, work stoppage, fire, explosion, flood, natural disaster, terrorist activity, riot, embargo, governmental mandate, epidemic, disease (including COVID-19), or other cause beyond the prevented each of our reasonable control.
12. **Security.** You are responsible for securing your own equipment, facilities, computers, systems, and networks. Unless such service is specifically identified as included in our proposal, we are not responsible for attaining any level of security in your computer systems, and therefore shall not be liable for any breach of security to your computer systems and networks arising from or in connection with our services. We will make reasonable efforts to avoid introducing any computer virus, Trojan, worm, or other malware to your system, but makes no representations, warranties, guarantees or assurances regarding the security of your equipment, facilities, system, or network.
13. **Non-solicitation.** You shall not, directly or indirectly, hire any of our employees working on your project, for the duration of the project, and for a period of 18 months following termination of such employee's assignment on the project. If you breach the previous sentence, you agree pay to us a fee of 33% of such employee's estimated annualized gross billing, as determined by us using the employee's hourly billing rate multiplied times 45 hours times 52 weeks. This fee is due and payable within ten (10) calendar days from you hiring the employee.



May 20, 2022

Proposal #6752

We are pleased to offer our proposal for the Lightning Protection Additions to existing Wastewater Reclamation buildings for the Town of Wellington.

Proposal Documents

We have based our pricing on the following documents:

1. Site walks attended August 11th (Water) and August 18th (Wastewater) 2021
2. RFP Dated April 26th, 2022
3. Addendum 1

Estimate Standards

1. National Electric Code – 2020 Edition
2. Interstates Quality Assurance Manual
3. PVC conduit above grade
4. 4/0 bare copper ground grids
5. 3/4" x 10' copper-clad steel ground rods

Scope of Work

1. Interstates will furnish and install a UL-listed lightning protection system and a 4/0 bare copper ground ring for the following buildings:
Wastewater Treatment Facilities
 - a. Admin/UV Building
 - b. RAS/WAS Building
 - c. Sludge Dewatering Building
 - d. Existing Headworks Building
2. We will bond the lightning protection system to the main grounding bar at each facility.
3. We will perform a fall-of-potential test on the lightning protection systems to ensure the resistance is less than 1 ohms.
4. We will provide a HDPE test well for each building's ground ring.
5. We have included excavation, boring, and coring to complete our scope of work. Our budget is based on burying the new ground rings at 12" below grade.
6. We have included lifting equipment for our scope of work on the water storage tanks.

Exclusions

1. Spare parts
2. Dumpsters
3. Restrooms / port-o-jons
4. Permit fees
5. Engineering fees
6. Temporary power or lighting
7. Private utility locates (provided by Jacobs)

Clarifications

1. We will bring disturbed soil back to grade with native soils.
2. We will use Jacobs' utility locates to coordinate our excavation.
3. The ground ring will be buried at 12" below grade in accordance with spec.
4. Tie-ins to the main electrical grounding bus will require brief shutdowns to be coordinated with the Town of Wellington.
5. The lightning protection system will adhere to Jacobs standards.
6. Our proposal is based on a mutually agreeable construction schedule.
7. Our price is based on working a 40-hour work week, equal to five (5) 8-hour days.
8. Our price is based on performing the work with our non-union labor workforce.
9. Interstates will confirm the requirements of local authorities and jurisdictions (city codes) and/or electrical inspector when the project is awarded.
10. Our price is good for sixty days from today's date.
11. We have not included the costs associated with performance and payment bonds, but this can be added for 1% of the contract total.
12. If COVID-19 issues impact the project schedule or have cost impacts on the supply chain, we reserve the right to adjust pricing.

Lightning Protection Information

Please find a sample lightning protection submittal under separate cover.

Pricing

Our budgetary lump sum price for the electrical installation as described above is **\$81,382.00**, excluding sales tax, and consisting of the following breakdowns:

Wastewater Facilities	
Admin/UV	\$ 23,221.00
RAS/WAS	\$ 24,304.00
Sludge Dewatering	\$ 18,513.00
Existing Headworks Building	\$ 15,344.00

If this project is exempt from taxes, we will require the owner or contractor to file the required exemption certificates with Interstates.

Schedule

We can complete all facilities by December 1, 2022. We anticipate our scope of work to take approximately three months.

Location

Our Regional Office serving this project is located at 1409 Duff Drive in Fort Collins, Colorado, less than fifteen miles from the project site.

References

We have provided lightning protection systems, grounding, and verification for the following water and wastewater facilities.

Boyd Lake Water Treatment Facility Improvements

- Scope: New chemical building, new liquid oxygen system, filter building and backwash pump replacements, service upgrade.
- Contract Amount: 3,570,993
- Owner Contact Info:
City of Greeley
3119 East Eisenhower Blvd
Loveland CO 80537
970-226-2484

Drake Water Reclamation Facility Improvements

- Scope: New UV Building, cogeneration system, sodium hypochlorite building, & side stream building.
- Contract Amount: 4,950,922
- Owner Contact Info:
Fort Collins Water Treatment
4316 Laporte Ave
Fort Collins CO 80521
970 -221-6700

South Fort Collins Sanitation District's Phase 1 Expansion

- Scope: New ATAD Building and blower building
- Contract amount: \$4,582,544
- Owner Contact Info:
South Fort Collins Sanitation District
2560 E. County Rd 32
Fort Collins CO 80528
970-226-2484

We completed all these projects on time and within budget.

Summary

We appreciate the opportunity to be involved with this project. Please let us know what our next step together will be so that we can begin immediately.

If you have any questions, please call at any time.

Sincerely,

Interstates, Inc.

Patrick Conlon
Lead Estimator
Patrick.Conlon@interstates.com
401-651-4424

Terms (Version 062020)

If we have a template or master agreement with you, those terms will apply. If not, these terms shall take precedence over any inconsistent provisions of our agreement and any other contract documents. Your acceptance shall be by allowing Interstates to commence work on the project.

1. **Contract documents.** Our proposal is incorporated into the contract and take precedence over any inconsistent provisions of the contract, plans, specifications, and any other contract documents. We are not bound to any other document referenced in the contract without prior review and written acceptance.
2. **Payment Terms.** A maximum of 5% retainage will be withheld from our monthly progress billing. All materials, whether stored or installed, are billable. Progress and final payments are due 30 days from receipt of our invoice, and we may charge interest on late payments at the maximum rate permitted by law. We are not required to waive lien rights for any payment prior to being paid. In the event any portion of our entire account remains unpaid 90 days after billing, you agree to pay all costs of collection, including reasonable attorney's fees. Invoices shall be submitted on the AIA G702 form. Upon execution of this agreement, an initial payment of 10% of the contract amount shall be made to us for mobilization and pre-construction expenses.
3. **Extra Work and Schedule.** We are entitled to equitable adjustments of the contract price or schedule for delays, acceleration, out-of-sequence work, schedule changes beyond our reasonable control, extra work we perform in accordance with the contract documents, for extra work we perform for unknown site conditions, or pursuant to written or verbal instructions from you, provided that we give you notice (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work. If we are unable to agree on the contract price or schedule adjustment, we are authorized to proceed on a time and material basis in accordance with our most current rates.
4. **Warranty.** Our work shall be executed in substantial compliance with the contract documents, in a good and workmanlike manner, and free of defect not inherent in the design or specified materials. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, abuse, or modifications performed by others. We do not warrant the adequacy, sufficiency, suitability or building code compliance of the plans, specifications, or other contract documents including, without limitation, any specified sole source or brand-named products, equipment, or materials, and you accept the manufacturer's warranty as its sole recourse with regard to such items. We are entitled to 5 days' notice and opportunity to diligently begin curing any defective work or defaults before you may take other actions or terminate our agreement for cause. All warranty claims must be received by us not more than one (1) year after completion of our work, and we must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. The quality of any engineering or programming services shall be judged solely as to whether we performed the services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. Software provided by us exclusively includes technical support for ninety (90) calendar days after installation at the site. This obligation is void if anyone else has modified the software in any way. Failure to purchase and attend training for those using the system will void this obligation. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY US.
5. **Hold Harmless Restriction.** Any indemnification, defense, or hold harmless obligation of ours extends only to claims relating to bodily injury and property damage (other than to our work), and then only to that part or proportion of any claim caused by our negligence or intentional act, or that of our sub-contractors, their employees, or others for whose acts we may be liable. We shall not have a duty to defend.
6. **Insurance Restriction.** We are not required to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. We shall maintain insurance with coverage and limits only as provided by our existing insurance program as shown by its certificate of insurance available upon request. Our standard additional insured form may be used in lieu of any other required form.
7. **Lien and Bond Rights Preserved.** We may take all steps reasonably necessary to preserve and enforce its lien and bond rights. We are only required issue waivers of lien or bond rights that exclude any waiver of lien or bond rights securing payment of retainage, unbilled changes, and claims which have been asserted in writing or which have not yet become known to us, and any such waivers shall either apply only through the date of work covered by our last payment application that has been paid in full, or shall be conditional upon receipt of funds to our account.
8. **Dispute Resolution.** Any disputes will be resolved first through direct negotiations between the appropriate representatives of each party. If not resolved, then we will endeavor to resolve the disputes by mediation within 30 days of a demand for such. If the dispute remains unresolved after mediation, we shall submit the matter to Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The prevailing party, as determined by the adjudicator of the dispute, is entitled to reimbursement of attorneys' fees and costs.
9. **Limitation on Damages.** Neither of us is liable to the other for liquidated, special, punitive, incidental or consequential damages, and our liability for delay damages (if any) shall not exceed 5% of our original contract amount.
10. **Intellectual Property.** The end client 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 us, our design professional, subcontractors, or consultants and distributed to you for this project, upon the making of final payment to us, or in the event of proper termination according to this Agreement. We grant to the end client a non-transferable, non-exclusive, license to use the software prepared by us, our design professional, subcontractors, or consultants and distributed to the you for this project (hereinafter "Software"). The end client is granted a license to make copies of such Software for use only with the system for which such programs were acquired. The end client shall not sell, license, disclose, give away, assign, or transfer the Software or any interest therein to anyone. If the scope requires us to purchase third party software for the end client, you authorize us to purchase said software in the end client's name, and the end client shall defend and indemnify us for any and all claims arising from end client's failure to abide by the license agreement.
11. **Force Majeure.** Neither of us shall have liability for any period it is prevented from performing its respective obligations, in whole or in part, as a result of the act or omission of the other party or by an act of God, war, civil disturbance, court order, strike, work stoppage, fire, explosion, flood, natural disaster, terrorist activity, riot, embargo, governmental mandate, epidemic, disease (including COVID-19), or other cause beyond the prevented each of our reasonable control.
12. **Security.** You are responsible for securing your own equipment, facilities, computers, systems, and networks. Unless such service is specifically identified as included in our proposal, we are not responsible for attaining any level of security in your computer systems, and therefore shall not be liable for any breach of security to your computer systems and networks arising from or in connection with our services. We will make reasonable efforts to avoid introducing any computer virus, Trojan, worm, or other malware to your system, but makes no representations, warranties, guarantees or assurances regarding the security of your equipment, facilities, system, or network.
13. **Non-solicitation.** You shall not, directly or indirectly, hire any of our employees working on your project, for the duration of the project, and for a period of 18 months following termination of such employee's assignment on the project. If you breach the previous sentence, you agree pay to us a fee of 33% of such employee's estimated annualized gross billing, as determined by us using the employee's hourly billing rate multiplied times 45 hours times 52 weeks. This fee is due and payable within ten (10) calendar days from you hiring the employee.

May 20, 2022

WGC# ICO14080-V1

Town of Wellington
8225 3rd Street
Wellington, Colorado, 80549
Phone: 970.966.4238
Email: myerdk@wellingtoncolorado.gov

Attn: Dave Myer

Reference: Wellington - Lightning Protection for Water Treatment Facilities

Weifield Group Contracting, Inc. is pleased to provide our proposal on the referenced project.

PRICING:

Treatment Building	\$21,951.00
Chemical Building	\$12,465.00
Clearwell Building	\$10,954.00
1MG Treated Water Storage Tank	\$14,860.00
2MG Treated Water Storage Tank	\$18,264.00
Nanofiltration Building	\$12,086.00
Wilson Well Pump House	\$9,660.00
Buffalo Creek Booster Station	\$8,078.00
Total Base Bid:	\$108,318.00
<i>VE Option - Remove UL Certification (see clarification #15)</i>	<i>(\$5,400.00)</i>

6950 S. Jordan Road Centennial, CO 80112
303.428.2011 *phone*
303.202.0466 *facsimile*
www.weifieldcontracting.com

CLARIFICATIONS:

1. In this proposal the term “provide” shall mean to furnish and install, complete and ready for intended use.
2. In this proposal the acronym “FBO” shall mean Furnished by Others.
3. In this proposal the acronym “PBO” shall mean Provided by Others.
4. Our proposal is based on the contract documents listed below:
 - a. RFP dated: April 26,2022
 - b. Water Treatment Facility Record Drawings dated: December 1984
 - c. Water Treatment Facility Record Drawings dated: September 2001
 - d. NANO Facility Record Drawings dated: July 2017
 - e. Addendum #1 date: May 2022
5. Our proposal is based on a mutually agreeable contract to be determined.
6. Our proposal is based on a mutually agreeable schedule within 60 days of the Notice to Proceed.
7. Our proposal is based on a 40-hour work week. We have not included premium costs in our proposal.
8. Our proposal remains valid for 30 days.
9. Base bid items are for accounting purposes only. WGC’s price is subject to escalation if our scope of work is reduced.
10. We have not included provisions for differing site conditions.
11. We have not included temporary environmental controls, de-watering, surveying, utility locates, potholing, or traffic control.
12. We will provide cleanup of our own identifiable debris to onsite waste and recycle containers furnished by the General Contractor.
13. Our proposal is based on all electrical materials being stored on site. We anticipate up to 1 Conex storage containers for the duration of the project.
14. VE Option to remove UL-Listed Lightning Protection System Requirement for all structures.
 - a. If a UL-Listed System is not required/needed for assurance purposes deduct this cost from the base bid.
The system will be installed per NFPA 780 standards with or without the UL listing.

Assumptions:

1. There are no existing ground loops around any of the facilities
2. An equal potential grounding system is not required for existing WTF campus. Each structure will have its own ground loop but will not be tied to the other structures.
3. The Clearwell building main distribution gear has sufficient surge suppression to meet NFPA 780 standards and does not require and upgrades

INCLUSIONS:

WGC will provide the equipment below as listed with associated conduit, wire, and terminations for a complete and operational system in accordance with the contract documents:

Treatment Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (120LF) 1” PVC 80 conduit routed on exterior of the building for downleads
- (385LF) #4/0 Bare Copper ground ring buried minimum 12” below grade

Chemical Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (80LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (200LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Clearwell Building

- (1lot) UL-Listed Lightning Protection system
- (1) Concrete Test Well w/ Ground rod
- (80LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (175LF) #4/0 Bare Copper ground ring buried minimum 12" below grade
- (See assumption #3)

1MG Treated Water Storage Tank

- (1lot) UL-Listed Lightning Protection system
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (335LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

2MG Treated Water Storage Tank

- (1lot) UL-Listed Lightning Protection system
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (515LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Nanofiltration Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (245LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Wilson Well Pump House

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (175LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Buffalo Creek Booster Station

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (115LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

General Inclusions:

- One Year Warranty
- All safety equipment and tools for our scope
- Mobilization of electrical equipment and supplies
- Floor and wall penetrations with seals for electrical conduit systems as needed
- All submittals, drawings, factory tests, field inspections, field testing, and operator/maintenance training for equipment furnished by WGC

EXCLUSIONS:

1. Bond premium (Can be added at 0.90%)
2. Sales Tax (Project is Tax Exempt)
3. Electrical Permit
4. Prevailing Wage Rates
5. Delays and/or extension of the project schedule
6. Engineering fees
7. Builders Risk Insurance
8. Painting

Sincerely,

WEIFIELD GROUP CONTRACTING

Tyler Hadden

Estimator

303.428.2011 ext. 155



ELECTRICAL CONTRACTING

Curtis Miller

VP of Industrial

Cell: 303.669.3702

June 7, 2022

WGC# ICO14080-V2

Town of Wellington
8225 3rd Street
Wellington, Colorado, 80549
Phone: 970.966.4238
Email: myerdk@wellingtoncolorado.gov

Attn: Dave Myer

Reference: Wellington - Lightning Protection for Water Reclamation Facilities

Weifield Group Contracting, Inc. is pleased to provide our proposal on the referenced project.

PRICING:

Administration/UV Building	\$17,746.00
RAS/WAS Building	\$9,904.00
Sludge Dewatering Building	\$15,280.00
Total Base Bid:	\$42,930.00
<i>VE Option - Remove UL Certification (see clarification #15)</i>	<i>(\$2,700.00)</i>

6950 S. Jordan Road Centennial, CO 80112
303.428.2011 *phone*
303.202.0466 *facsimile*
www.weifieldcontracting.com

CLARIFICATIONS:

1. In this proposal the term “provide” shall mean to furnish and install, complete and ready for intended use.
2. In this proposal the acronym “FBO” shall mean Furnished by Others.
3. In this proposal the acronym “PBO” shall mean Provided by Others.
4. Our proposal is based on the contract documents listed below:
 - a. RFP dated: April 26,2022
 - b. Wastewater Treatment Plant record drawings dated: July 2002
 - c. Addendum #1 date: May 2022
5. Our proposal is based on a mutually agreeable contract to be determined.
6. Our proposal is based on a mutually agreeable schedule within 60 days of the Notice to Proceed.
7. Our proposal is based on a 40-hour work week. We have not included premium costs in our proposal.
8. Our proposal remains valid for 30 days.
9. Base bid items are for accounting purposes only. WGC’s price is subject to escalation if our scope of work is reduced.
10. We have not included provisions for differing site conditions.
11. We have not included temporary environmental controls, de-watering, surveying, utility locates, potholing, or traffic control.
12. We will provide cleanup of our own identifiable debris to onsite waste and recycle containers furnished by the General Contractor.
13. Our proposal is based on all electrical materials being stored on site. We anticipate up to 1 Conex storage containers for the duration of the project.
14. VE Option to remove UL-Listed Lightning Protection System Requirement for all structures.
 - a. If a UL-Listed System is not required/needed for assurance purposes deduct this cost from the base bid. The system will be installed per NFPA 780 standards with or without the UL listing.

Assumptions:

1. An equal potential grounding system is not required for the existing WRF campus. Each structure will have its own ground loop but will not be tied to the other structures.
2. The RAS/WAS building at the Water Reclamation Facility has an existing ground loop per the as-built drawings dated July 2002
3. The RAS/WAS building main distribution gear has sufficient surge suppression to meet NFPA 780 standards and does not require and upgrades

INCLUSIONS:

WGC will provide the equipment below as listed with associated conduit, wire, and terminations for a complete and operational system in accordance with the contract documents:

Administration/UV Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Test Well w/ Ground rod
- (60LF) 1” PVC 80 conduit routed on exterior of the building for downleads
- (230LF) #4/0 Bare Copper ground ring buried minimum 12” below grade

RAS/WAS Building

- (1lot) UL-Listed Lightning Protection system
- (60LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (See assumption #3)

Sludge Dewatering Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Test Well w/ Ground rod
- (60LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (215LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Headworks Building

- ~~— (1lot) UL Listed Lightning Protection system~~
- ~~— (1) SPD~~
- ~~— (1) Test Well w/ Ground rod~~
- ~~— (80LF) 1" PVC 80 conduit routed on exterior of the building for downleads~~
- ~~— (180LF) #4/0 Bare Copper ground ring buried minimum 12" below grade~~

General Inclusions:

- One Year Warranty
- All safety equipment and tools for our scope
- Mobilization of electrical equipment and supplies
- Floor and wall penetrations with seals for electrical conduit systems as needed
- All submittals, drawings, factory tests, field inspections, field testing, and operator/maintenance training for equipment furnished by WGC

EXCLUSIONS:

1. Bond premium (Can be added at 0.90%)
2. Sales Tax (Project is Tax Exempt)
3. Electrical Permit
4. Prevailing Wage Rates
5. Delays and/or extension of the project schedule
6. Engineering fees
7. Builders Risk Insurance
8. Painting

Sincerely,

WEIFIELD GROUP CONTRACTING

Tyler Hadden

Estimator
303.428.2011 ext. 155

Curtis Miller

VP of Industrial
Cell: 303.669.3702

Ratings for Water Treatment Facilities

No.	Criteria	Criteria Weight (0-100%)	Interstates		Weifield	
			Total Score (1-15)	Weighted Score	Score (1-15)	Weighted Score
1	Completeness	20%	9	1.80	10	2.00
2	Price	50%	6	3.00	15	7.50
3	Schedule	20%	11	2.20	11	2.20
4	References	10%	12	1.20	3	0.30
Totals		100%	38	8.20	39	12.00
		OK	164%		240%	

Ratings for Water Reclamation Facilities

No.	Criteria	Criteria Weight (0-100%)	Interstates		Weifield	
			Total Score (1-15)	Weighted Score	Score (1-15)	Weighted Score
1	Completeness	20%	10	2.00	10	2.00
2	Price	50%	7	3.50	15	7.50
3	Schedule	20%	11	2.20	11	2.20
4	References	10%	12	1.20	3	0.30
Totals		100%	40	8.90	39	12.00
		OK	178%		240%	



TOWN OF WELLINGTON
8225 3RD STREET
WELLINGTON, CO 80549
PUBLIC WORKS (970) 568-0447
TOWN HALL (970) 568-3381

**LIGHTNING PROTECTION
WELLINGTON WATER TREATMENT FACILITIES
CONTRACTOR CONTRACT FOR SERVICES, GL No. 211-80-4082**

Parties: The parties to this Contract are the Town of Wellington, 8225 3rd Street, Wellington, Colorado 80549 (Town) and Weifield Group Contracting, Inc., 6950 S. Jordan Road, Centennial, CO, 80112 (Contractor).

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

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through March 31, 2023. All services shall be completed during this term.

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

Responsibilities of the Contractor:

Scope of Services: The Contractor shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A. The standard of care for the Contractor under this Contract will be the care and skill ordinarily used by members of the Contractor'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 Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services if state law requires such authorization, license, or permit.

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

Reports, Maps, Plans, Models and Documents: A minimum of one (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract as relevant to this project shall be submitted to the Town. The

Contractor shall also submit any computer program or spreadsheet developed as a part of this project. Digital media shall be labeled to provide sufficient detail to access the information on the media. Any user manuals shall be submitted to the Town with complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s).

Subcontracts:

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

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

Responsibilities of the Town:

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

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

General Provisions:

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

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

Audit and Access to Records: The Town shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Town, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. This paragraph shall only extend to work performed on a unit price, fee adjustment, cost plus, or time and material basis, and then only to verify costs.

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

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

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

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

of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the Town or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

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

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

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

Entirety of Contract: This Contract, consisting of twelve (12) pages inclusive of Attachment A, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

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

Indemnification: The Contractor agrees to indemnify, save harmless, and release the Town of Wellington and all of its officers, agents, volunteers, and employees from and against any and all loss, damage, injury, liability, suits, and

proceedings arising out of the performance of this contract to the extent caused by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

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

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

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

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

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

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

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

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

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

Insurance Requirements:

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

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

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

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

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

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

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

Limitation of Liability: Excluding the Contractor's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Contractor arising out of the performance or breach of this Contract shall not exceed the compensation paid to the Contractor under this Contract. Notwithstanding any other provision of this Contract, the Contractor 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 Contractor, its employees, or subcontractors.

Notice of Sale or Transfer: The Contractor shall provide the Town with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice

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

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

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

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

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

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

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

(i) As of the date of this Contract:

- (a) Contractor does not knowingly employ or contract with an illegal alien; and
- (b) Contractor has participated or attempted to participate in the basic pilot employment verification

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

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

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

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

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

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

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

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

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

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

Project Requirements:

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

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

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

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

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Not for Signing

Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board of Trustees, The Town agrees to pay the Contractor an amount equal to the price shown in Attachment A for the services described in Attachment A and incorporated by reference as part of this Contract. Payment shall be made directly to the Contractor. Total payment under this Contract shall not exceed one hundred eight thousand three hundred eighteen dollars (\$108,318.00).

Pay Applications: Pay applications 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 pay application and shall be made on forms approved by the Town. Each pay application must include justification of the cost items contained in the application. Pay applications shall be transmitted electronically to the Town's project manager: Dave Myer, myerdk@wellingtoncolorado.gov.

Payment Procedures: Subject to annual appropriation by the Town Board of Trustees, the Town shall pay the Contractor upon receipt of billing statements 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 Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Town may withhold payment of such portion of any amount otherwise due and payable to the Contractor reasonably deemed appropriate. These amounts may be withheld until the cause for the withholding is cured to the Town's satisfaction or this Contract is terminated per the General Provisions above. No interest shall be payable by the Town on any amounts withheld under this provision.

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

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

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Not for Signing
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Signatures:

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

TOWN OF WELLINGTON

Signature

Date

Printed Name

Title

WEIFIELD GROUP CONTRACTING, INC.

Signature

Date

Printed Name

Title

Draft
Not for Signing

Scope of Services:

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

1. Decline VE Option – Remove UL Certification (\$5,400.00).

Draft
Not for Signing

May 20, 2022

WGC# ICO14080-V1

Town of Wellington
8225 3rd Street
Wellington, Colorado, 80549
Phone: 970.966.4238
Email: myerdk@wellingtoncolorado.gov

Attn: Dave Myer

Reference: Wellington - Lightning Protection for Water Treatment Facilities

Weifield Group Contracting, Inc. is pleased to provide our proposal on the referenced project.

PRICING:

Treatment Building	\$21,951.00
Chemical Building	\$12,465.00
Clearwell Building	\$10,954.00
1MG Treated Water Storage Tank	\$14,860.00
2MG Treated Water Storage Tank	\$18,264.00
Nanofiltration Building	\$12,086.00
Wilson Well Pump House	\$9,660.00
Buffalo Creek Booster Station	\$8,078.00

Total Base Bid:	\$108,318.00
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<i>VE Option - Remove UL Certification (see clarification #15)</i>	<i>(\$5,400.00)</i>
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6950 S. Jordan Road Centennial, CO 80112
303.428.2011 *phone*
303.202.0466 *facsimile*
www.weifieldcontracting.com

CLARIFICATIONS:

1. In this proposal the term “provide” shall mean to furnish and install, complete and ready for intended use.
2. In this proposal the acronym “FBO” shall mean Furnished by Others.
3. In this proposal the acronym “PBO” shall mean Provided by Others.
4. Our proposal is based on the contract documents listed below:
 - a. RFP dated: April 26,2022
 - b. Water Treatment Facility Record Drawings dated: December 1984
 - c. Water Treatment Facility Record Drawings dated: September 2001
 - d. NANO Facility Record Drawings dated: July 2017
 - e. Addendum #1 date: May 2022
5. Our proposal is based on a mutually agreeable contract to be determined.
6. Our proposal is based on a mutually agreeable schedule within 60 days of the Notice to Proceed.
7. Our proposal is based on a 40-hour work week. We have not included premium costs in our proposal.
8. Our proposal remains valid for 30 days.
9. Base bid items are for accounting purposes only. WGC’s price is subject to escalation if our scope of work is reduced.
10. We have not included provisions for differing site conditions.
11. We have not included temporary environmental controls, de-watering, surveying, utility locates, potholing, or traffic control.
12. We will provide cleanup of our own identifiable debris to onsite waste and recycle containers furnished by the General Contractor.
13. Our proposal is based on all electrical materials being stored on site. We anticipate up to 1 Conex storage containers for the duration of the project.
14. VE Option to remove UL-Listed Lightning Protection System Requirement for all structures.
 - a. If a UL-Listed System is not required/needed for assurance purposes deduct this cost from the base bid.
The system will be installed per NFPA 780 standards with or without the UL listing.

Assumptions:

1. There are no existing ground loops around any of the facilities
2. An equal potential grounding system is not required for existing WTF campus. Each structure will have its own ground loop but will not be tied to the other structures.
3. The Clearwell building main distribution gear has sufficient surge suppression to meet NFPA 780 standards and does not require and upgrades

INCLUSIONS:

WGC will provide the equipment below as listed with associated conduit, wire, and terminations for a complete and operational system in accordance with the contract documents:

Treatment Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (120LF) 1” PVC 80 conduit routed on exterior of the building for downleads
- (385LF) #4/0 Bare Copper ground ring buried minimum 12” below grade

Chemical Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (80LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (200LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Clearwell Building

- (1lot) UL-Listed Lightning Protection system
- (1) Concrete Test Well w/ Ground rod
- (80LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (175LF) #4/0 Bare Copper ground ring buried minimum 12" below grade
- (See assumption #3)

1MG Treated Water Storage Tank

- (1lot) UL-Listed Lightning Protection system
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (335LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

2MG Treated Water Storage Tank

- (1lot) UL-Listed Lightning Protection system
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (515LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Nanofiltration Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (245LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Wilson Well Pump House

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (175LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Buffalo Creek Booster Station

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Concrete Test Well w/ Ground rod
- (20LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (115LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

General Inclusions:

- One Year Warranty
- All safety equipment and tools for our scope
- Mobilization of electrical equipment and supplies
- Floor and wall penetrations with seals for electrical conduit systems as needed
- All submittals, drawings, factory tests, field inspections, field testing, and operator/maintenance training for equipment furnished by WGC

EXCLUSIONS:

1. Bond premium (Can be added at 0.90%)
2. Sales Tax (Project is Tax Exempt)
3. Electrical Permit
4. Prevailing Wage Rates
5. Delays and/or extension of the project schedule
6. Engineering fees
7. Builders Risk Insurance
8. Painting

Sincerely,

WEIFIELD GROUP CONTRACTING

Tyler Hadden

Estimator

303.428.2011 ext. 155



ELECTRICAL CONTRACTING

Curtis Miller

VP of Industrial

Cell: 303.669.3702



TOWN OF WELLINGTON
8225 3RD STREET
WELLINGTON, CO 80549
PUBLIC WORKS (970) 568-0447
TOWN HALL (970) 568-3381

**LIGHTNING PROTECTION
WELLINGTON WATER RECLAMATION FACILITY
CONTRACTOR CONTRACT FOR SERVICES, GL No. 211-80-4085**

Parties: The parties to this Contract are the Town of Wellington, 8225 3rd Street, Wellington, Colorado 80549 (Town) and Weifield Group Contracting, Inc., 6950 S. Jordan Road, Centennial, CO, 80112 (Contractor).

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

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through March 31, 2023. All services shall be completed during this term.

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

Responsibilities of the Contractor:

Scope of Services: The Contractor shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A. The standard of care for the Contractor under this Contract will be the care and skill ordinarily used by members of the Contractor'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 Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services if state law requires such authorization, license, or permit.

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

Reports, Maps, Plans, Models and Documents: A minimum of one (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract as relevant to this project shall be submitted to the Town. The

Contractor shall also submit any computer program or spreadsheet developed as a part of this project. Digital media shall be labeled to provide sufficient detail to access the information on the media. Any user manuals shall be submitted to the Town with complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s).

Subcontracts:

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

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

Responsibilities of the Town:

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

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

General Provisions:

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

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

Audit and Access to Records: The Town shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Town, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. This paragraph shall only extend to work performed on a unit price, fee adjustment, cost plus, or time and material basis, and then only to verify costs.

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

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

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

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

of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the Town or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

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

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

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

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

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

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

Indemnification: The Contractor agrees to indemnify, save harmless, and release the Town of Wellington and all of its officers, agents, volunteers, and employees from and against any and all loss, damage, injury, liability, suits, and

proceedings arising out of the performance of this contract to the extent caused by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

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

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

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

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

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

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

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

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

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

Insurance Requirements:

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

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

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

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

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

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

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

Limitation of Liability: Excluding the Contractor's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Contractor arising out of the performance or breach of this Contract shall not exceed the compensation paid to the Contractor under this Contract. Notwithstanding any other provision of this Contract, the Contractor 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 Contractor, its employees, or subcontractors.

Notice of Sale or Transfer: The Contractor shall provide the Town with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice

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

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

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

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

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

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

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

(i) As of the date of this Contract:

- (a) Contractor does not knowingly employ or contract with an illegal alien; and
- (b) Contractor has participated or attempted to participate in the basic pilot employment verification

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

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

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

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

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

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

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

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

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

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

Project Requirements:

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

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT
BLANK.

Draft
Not for Signing

Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board of Trustees, The Town agrees to pay the Contractor an amount equal to the price shown in Attachment A for the services described in Attachment A and incorporated by reference as part of this Contract. Payment shall be made directly to the Contractor. Total payment under this Contract shall not exceed forty-two thousand nine hundred thirty dollars (\$42,930.00).

Pay Applications: Pay applications 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 pay application and shall be made on forms approved by the Town. Each pay application must include justification of the cost items contained in the application. Pay applications shall be transmitted electronically to the Town's project manager: Dave Myer, myerdk@wellingtoncolorado.gov.

Payment Procedures: Subject to annual appropriation by the Town Board of Trustees, the Town shall pay the Contractor upon receipt of billing statements 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 Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Town may withhold payment of such portion of any amount otherwise due and payable to the Contractor reasonably deemed appropriate. These amounts may be withheld until the cause for the withholding is cured to the Town's satisfaction or this Contract is terminated per the General Provisions above. No interest shall be payable by the Town on any amounts withheld under this provision.

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

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

Draft
Not for Signing
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Signatures:

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

TOWN OF WELLINGTON

Signature

Date

Printed Name

Title

WEIFIELD GROUP CONTRACTING, INC.

Signature

Date

Printed Name

Title

Draft
Not for Signing

Scope of Services:

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

1. Decline VE Option – Remove UL Certification (\$2,700.00).

Draft
Not for Signing

June 7, 2022

WGC# ICO14080-V2

Town of Wellington
8225 3rd Street
Wellington, Colorado, 80549
Phone: 970.966.4238
Email: myerdk@wellingtoncolorado.gov

Attn: Dave Myer

Reference: Wellington - Lightning Protection for Water Reclamation Facilities

Weifield Group Contracting, Inc. is pleased to provide our proposal on the referenced project.

PRICING:

Administration/UV Building	\$17,746.00
RAS/WAS Building	\$9,904.00
Sludge Dewatering Building	\$15,280.00
Total Base Bid:	\$42,930.00
<i>VE Option - Remove UL Certification (see clarification #15)</i>	<i>(\$2,700.00)</i>

6950 S. Jordan Road Centennial, CO 80112
303.428.2011 *phone*
303.202.0466 *facsimile*
www.weifieldcontracting.com

CLARIFICATIONS:

1. In this proposal the term “provide” shall mean to furnish and install, complete and ready for intended use.
2. In this proposal the acronym “FBO” shall mean Furnished by Others.
3. In this proposal the acronym “PBO” shall mean Provided by Others.
4. Our proposal is based on the contract documents listed below:
 - a. RFP dated: April 26,2022
 - b. Wastewater Treatment Plant record drawings dated: July 2002
 - c. Addendum #1 date: May 2022
5. Our proposal is based on a mutually agreeable contract to be determined.
6. Our proposal is based on a mutually agreeable schedule within 60 days of the Notice to Proceed.
7. Our proposal is based on a 40-hour work week. We have not included premium costs in our proposal.
8. Our proposal remains valid for 30 days.
9. Base bid items are for accounting purposes only. WGC’s price is subject to escalation if our scope of work is reduced.
10. We have not included provisions for differing site conditions.
11. We have not included temporary environmental controls, de-watering, surveying, utility locates, potholing, or traffic control.
12. We will provide cleanup of our own identifiable debris to onsite waste and recycle containers furnished by the General Contractor.
13. Our proposal is based on all electrical materials being stored on site. We anticipate up to 1 Conex storage containers for the duration of the project.
14. VE Option to remove UL-Listed Lightning Protection System Requirement for all structures.
 - a. If a UL-Listed System is not required/needed for assurance purposes deduct this cost from the base bid.
The system will be installed per NFPA 780 standards with or without the UL listing.

Assumptions:

1. An equal potential grounding system is not required for the existing WRF campus. Each structure will have its own ground loop but will not be tied to the other structures.
2. The RAS/WAS building at the Water Reclamation Facility has an existing ground loop per the as-built drawings dated July 2002
3. The RAS/WAS building main distribution gear has sufficient surge suppression to meet NFPA 780 standards and does not require and upgrades

INCLUSIONS:

WGC will provide the equipment below as listed with associated conduit, wire, and terminations for a complete and operational system in accordance with the contract documents:

Administration/UV Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Test Well w/ Ground rod
- (60LF) 1” PVC 80 conduit routed on exterior of the building for downleads
- (230LF) #4/0 Bare Copper ground ring buried minimum 12” below grade

RAS/WAS Building

- (1lot) UL-Listed Lightning Protection system
- (60LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (See assumption #3)

Sludge Dewatering Building

- (1lot) UL-Listed Lightning Protection system
- (1) SPD
- (1) Test Well w/ Ground rod
- (60LF) 1" PVC 80 conduit routed on exterior of the building for downleads
- (215LF) #4/0 Bare Copper ground ring buried minimum 12" below grade

Headworks Building

- ~~– (1lot) UL Listed Lightning Protection system~~
- ~~– (1) SPD~~
- ~~– (1) Test Well w/ Ground rod~~
- ~~– (80LF) 1" PVC 80 conduit routed on exterior of the building for downleads~~
- ~~– (180LF) #4/0 Bare Copper ground ring buried minimum 12" below grade~~

General Inclusions:

- One Year Warranty
- All safety equipment and tools for our scope
- Mobilization of electrical equipment and supplies
- Floor and wall penetrations with seals for electrical conduit systems as needed
- All submittals, drawings, factory tests, field inspections, field testing, and operator/maintenance training for equipment furnished by WGC

EXCLUSIONS:

1. Bond premium (Can be added at 0.90%)
2. Sales Tax (Project is Tax Exempt)
3. Electrical Permit
4. Prevailing Wage Rates
5. Delays and/or extension of the project schedule
6. Engineering fees
7. Builders Risk Insurance
8. Painting

Sincerely,

WEIFIELD GROUP CONTRACTING

Tyler Hadden

Estimator
303.428.2011 ext. 155

Curtis Miller

VP of Industrial
Cell: 303.669.3702

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Krystal Eucker, Town Clerk
Subject: Resolution No. 23-2022 - A Resolution of the Board of Trustees of the Town of Wellington Making Appointments to the Wellington Finance Committee

EXECUTIVE SUMMARY

The Board of Trustees approved Ordinance 10-2022 on May 10, 2022 which established the Wellington Finance Committee. The Wellington Finance Committee consists of seven (7) at-large voting members and one nonvoting Board of Trustee liaison.

BACKGROUND / DISCUSSION

On May 31, 2022, Trustees Gaiter, Tietz, Kinney and Weigand conducted interviews for current vacancies on the Finance Committee. Pursuant to those interviews, it is being recommended that the following individuals be appointed to the Finance Committee:

- One Regular Term Expiring – June 2024 - Christine Gaiter
- One Regular Term Expiring – June 2024 - Dominic Baranyi
- One Regular Term Expiring – June 2024 - Jason Normington-Mellin
- One Regular Term Expiring – June 2024 - Jesy Andreen
- One Regular Term Expiring – June 2024 - Nicholas (Nic) Redavid
- One Regular Term Expiring – June 2024 - Patricia (Pat) Johnson
- One Regular Term Expiring – June 2024 - Sara Knaack

The Town of Wellington received eight applications for the vacancies; seven applicants were interviewed and one applicant was unable to interview.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 23-2022.
2. Approve Resolution No. 23-2022 with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of Resolution No. 23-2022 to a specific date and time and provide staff direction regarding additional information or amendments the Trustees would like to request for their further consideration.
4. Vote to deny Resolution No. 23-2022.

Staff recommends option #1.

ATTACHMENTS

1. 23-2022 - Finance Committee Appointment
2. FC - Nicholas Redavid_Redacted



3. FC - Patricia Johnson_Redacted
4. FC - Sara Knaack_Redacted
5. FC - Christine Gaiter_Redacted
6. FC - Dominic Baranyi_Redacted
7. FC - Jason Normington-Mellin_Redacted
8. FC - Jesy Andreen_Redacted

TOWN OF WELLINGTON

RESOLUTION NO. 23-2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
MAKING APPOINTMENTS TO THE WELLINGTON FINANCE COMMITTEE

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado (the "Board") has adopted and reenacted the Wellington Municipal Code (the "Code"); and

WHEREAS, the Code provides for the appointment of a Wellington Finance Committee member as called for by Chapter 2, Article 16; and

WHEREAS, Section 2-16-30 of the Code provides that membership terms of members of the Planning Commission shall be two (2) year terms; and

WHEREAS, the Wellington Finance Committee currently has seven (7) vacant seats with terms expiring in June of 2024; and

WHEREAS, The Town accepted applications for candidates to fill the vacant seats; and

WHEREAS, candidates were interviewed on May 31, 2022 and recommendations were made to fill the vacancies.

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

1. Appointment of Christine Gaiter to the Wellington Finance Committee to fill a vacancy with a term ending June 2024.
2. Appointment of Dominic Baranyi to the Wellington Finance Committee to fill a vacancy with a term ending June 2024.
3. Appointment of Jason Normington-Mellin to the Wellington Finance Committee to fill a vacancy with a term ending June 2024.
4. Appointment of Jesy Andreen to the Wellington Finance Committee to fill a vacancy with a term ending June 2024.
5. Appointment of Nicholas (Nic) Redavid to the Wellington Finance Committee to fill a vacancy with a term ending June 2024.
6. Appointment of Patricia (Pat) Johnson to the Wellington Finance Committee to fill a vacancy with a term ending June 2024.

7. Appointment of Sara Knaack to the Wellington Finance Committee to fill a vacancy with a term ending June 2024.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 14th day of June, 2022.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Tuesday, May 24, 2022 4:42:13 PM

Application for Board or Commission Vacancy

Eligibility Requirements

- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to?	Finance Committee
Name	Nicholas Redavid
Address	[REDACTED]
City	Wellington
State	CO
Zip Code	80549
Home Phone Number	[REDACTED]
Work Phone Number	[REDACTED]
Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
Wellington Resident (Number of Years/Months)	5Y 7M
Current Occupation	VP Branch Manager
Please list any relevant education, employment, or volunteer experience you have.	I have been in the banking industry since 2006, working as a teller, banker, and now manager. I served eight years on my church governing council, with fiduciary oversight of a \$1M budget. I am currently the Treasurer on the Board of Directors for the Wellington CO Main Street Program.
Are you currently serving on any other board or commission?	No
Have you attended a	No

meeting of the board or
commission you are
applying to?

Why do you want to
become a member of
this particular board or
commission?

While there hasn't been a meeting of the Finance Committee that I am aware of, since it is new, I was present at the Board of Trustees meeting when the committee was discussed. I have been actively following up on this committee so that I could apply when it was posted. I am very passionate about the Wellington community, both as a resident and as a manager of a business within the town. And I think community and resident engagement is very important. I hope to bring my life experiences to serve the community and provide critical citizen input on the financial processes of the Town of Wellington.

What do you believe
are the 3 most
important issues that
this board or
commission have now
or will have in the next
few years?

I think responsible stewardship of public funds is the top priority, ensuring that the Town spends wisely and responsibly. I know there are considerable expenses and rising rates with water and sewer, so I believe it is important to find ways to help with that burden as much as possible. I believe that there are many services the Town provides, and not everything should or can be cut, so I hope to look at strategic partnerships, grants and other revenue, and making sure that the Town is serving all members of the community.

Please specify any
activities you are
involved in that may
create a conflict of
interest should you be
appointed to this board
or commission.

The Main Street Program does receive municipal funding from the Town of Wellington, and I am a member of the Board.

Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant

Nichloas Redavid

Date

5/24/2022

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Wednesday, May 25, 2022 6:13:11 PM

Application for Board or Commission Vacancy

Eligibility Requirements

- *Board/Commissions that require 1-year residency*

Which board or commission would you like to be appointed to?	Finance Committee
Name	Patricia Johnson
Address	[REDACTED]
City	Wellington
State	CO
Zip Code	80549
Home Phone Number	[REDACTED]
Work Phone Number	Field not completed.
Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
Wellington Resident (Number of Years/Months)	In town, 7 years. 10 additional years outside City military with kids attending school in Wellington
Current Occupation	Senior Buyer
Please list any relevant education, employment, or volunteer experience you have.	I am a Senior Buyer for City of Fort Collins Utilities. Before my current position I was a Procurement Specialist at the City of Longmont. 23 years of city government and more than that buying materials, services and construction.
Are you currently serving on any other board or commission?	No
Have you attended a	No

meeting of the board or
commission you are
applying to?

Why do you want to
become a member of
this particular board or
commission?

I was asked to apply by Meagan Smith, plus I've occasionally
thought I should try to find a way to serve the community I live in.

What do you believe
are the 3 most
important issues that
this board or
commission have now
or will have in the next
few years?

Funding for the new plants. Planning for more growth. Growing
as a city government, adding employees and services.

Please specify any
activities you are
involved in that may
create a conflict of
interest should you be
appointed to this board
or commission.

Field not completed.

Signature

*Upon application for and acceptance of appointment, board and/or commission
members demonstrate their intention and ability to attend meetings. If appointed,
frequent non-attendance may result in termination of appointment.*

*I hereby declare, that if appointed, I will accept the appointment assigned to me
by the Town of Wellington Board of Trustees.*

*By signing below, I swear and/or affirm that to the best of my knowledge, the
information I have provided in this application is true and correct.*

Signature of Applicant

Patricia L Johnson

Date

5/25/2022

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Wednesday, May 25, 2022 4:28:12 PM

Application for Board or Commission Vacancy

Eligibility Requirements

- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to?	Finance Committee
Name	Sara Knaack
Address	[REDACTED]
City	Wellington
State	Colorado
Zip Code	80549
Home Phone Number	[REDACTED]
Work Phone Number	Field not completed.
Cell Phone Number	Field not completed.
Email Address	[REDACTED]
Wellington Resident (Number of Years/Months)	23.5 years
Current Occupation	Shop Manager
Please list any relevant education, employment, or volunteer experience you have.	I am currently studying to obtain a business degree in accounting along with my enrolled agent certification and tax preparer certification. Part of my job as shop manager involves maintaining financial records and helping to make financial decisions regarding the business.
Are you currently serving on any other board or commission?	No
Have you attended a	No

meeting of the board or
commission you are
applying to?

Why do you want to
become a member of
this particular board or
commission?

Aligns with education and career goals. Give back to my
community. Interest in fiscal policy. Planning for the future of my
town.

What do you believe
are the 3 most
important issues that
this board or
commission have now
or will have in the next
few years?

Funding budgeting for water treatment plant. Future municipal
building infrastructure costs. Being transparent stewards that
protect tax payer money.

Please specify any
activities you are
involved in that may
create a conflict of
interest should you be
appointed to this board
or commission.

None I am aware of at this time

Signature

*Upon application for and acceptance of appointment, board and/or commission
members demonstrate their intention and ability to attend meetings. If appointed,
frequent non-attendance may result in termination of appointment.*

*I hereby declare, that if appointed, I will accept the appointment assigned to me
by the Town of Wellington Board of Trustees.*

*By signing below, I swear and/or affirm that to the best of my knowledge, the
information I have provided in this application is true and correct.*

Signature of Applicant

Sara Knaack

Date

5/25/2022

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Monday, May 16, 2022 10:39:29 AM

Application for Board or Commission Vacancy

Eligibility Requirements

- *Board/Commissions that require 1-year residency*

Which board or commission would you like to be appointed to?	Finance Committee
--	-------------------

Name	Christine Gaiter
------	------------------

Address	
---------	--

City	Wellington
------	------------

State	CO
-------	----

Zip Code	80549
----------	-------

Home Phone Number	
-------------------	--

Work Phone Number	Field not completed.
-------------------	----------------------

Cell Phone Number	
-------------------	--

Email Address	
---------------	--

Wellington Resident (Number of Years/Months)	3/9
--	-----

Current Occupation	Accountant
--------------------	------------

Please list any relevant education, employment, or volunteer experience you have.	I have a Bachelor Degree. I have been running an accounting business for 15 years. I have worked with businesses that are sole proprietors, S-Corp, C-Corp, and 501c3 non profit. I provide monthly Profit and Loss reports, Balance Sheet reports, Bank Reconciliation reports, as well as customized reports. I've helped organizations find gaps and improvements in their finances.
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Are you currently serving on any other board or commission?	Yes
---	-----

Have you attended a	No
---------------------	----

meeting of the board or commission you are applying to?

Why do you want to become a member of this particular board or commission?

A park board member shared that residents don't want to donate to the Town because they don't trust that the Town will use their money as they intended. There is a public perception that the Town is misusing the money. I want to be part of the solution. I want to use my expertise to help the Town use taxpayer money wisely. I want to understand and know what the Town is spending their money on so I can be a community advocate letting residents know the trustworthiness of the Town's spending.

What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?

1) Correcting public perception of Town's spending
2) Streamlining expenses, especially in the water and sewer fund to help ease resident's water bill costs
3) Budgeting money where Board priorities are (budgeting based on prior actual expenses versus prior budgeted expenses)
Funding needs vs wants, reviewing CIP projects, reviewing purchase card expenses.

Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.

I am able and willing to leave my Park board and Board of Adjustments positions if selected to the Finance Committee. This would free up 2 seats for other residents to serve on. Some might say that a Trustee and wife serving on the same board is a conflict of interest, but this has been done in the past without any issues. Trustee Jerome and Erin Leesley (husband and wife) both served on the Parks Advisory Board when both were voting members of the board. The difference with the Finance Committee is that Trustee Gaiter is not a voting member, so this arrangement is less conflicting than the Parks board arrangement. Both boards are advisory boards.

Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant

Christine Gaiter

Date

5/16/2022

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Saturday, May 14, 2022 9:46:16 AM

Application for Board or Commission Vacancy

Eligibility Requirements

- *Board/Commissions that require 1-year residency*

Which board or commission would you like to be appointed to?	Finance Committee
--	-------------------

Name	Dominic Baranyi
------	-----------------

Address	
---------	--

City	Wellington
------	------------

State	CO
-------	----

Zip Code	80549
----------	-------

Home Phone Number	<i>Field not completed.</i>
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Work Phone Number	<i>Field not completed.</i>
-------------------	-----------------------------

Cell Phone Number	
-------------------	--

Email Address	
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Wellington Resident (Number of Years/Months)	Sep 2021
--	----------

Current Occupation	Business Analyst
--------------------	------------------

Please list any relevant education, employment, or volunteer experience you have.	Masters Degree - Accounting, University at Buffalo CPA - New York 3 years in audit, working with primarily local governments and small businesses, at a public accounting firm in Buffalo 5 years working for a startup company that listed on the NASDAQ in 2021
---	--

Are you currently serving on any other board or commission?	No
---	----

Have you attended a	No
---------------------	----

meeting of the board or
commission you are
applying to?

Why do you want to
become a member of
this particular board or
commission?

I would really like to become more involved in my new town after moving here from Buffalo last fall. I have relevant experience and feel like this committee would be a great fit given my background. I know that I haven't quite been here for one year, but my family and I have decided to put our roots down here and we are committed to helping this community while raising our kids here in Wellington.

What do you believe
are the 3 most
important issues that
this board or
commission have now
or will have in the next
few years?

Lay the foundations for significant population growth and prepare for what Wellington will be like in 2030

Navigate the challenges surrounding our water/sewer upgrades and be transparent with our fellow citizens, as a project of this scale is unprecedented for Wellington.

Relationship with community as a trusted liaison between the Town's leadership and its citizens

Please specify any
activities you are
involved in that may
create a conflict of
interest should you be
appointed to this board
or commission.

None

Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant

Dominic Baranyi

Date

5/14/2022

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Friday, May 27, 2022 9:49:22 AM

Application for Board or Commission Vacancy

Eligibility Requirements

- *Board/Commissions that require 1-year residency*

Which board or commission would you like to be appointed to?	Finance Committee
--	-------------------

Name	Jason Normington-Mellin
------	-------------------------

Address	[REDACTED]
---------	------------

City	Wellington
------	------------

State	CO
-------	----

Zip Code	80549
----------	-------

Home Phone Number	[REDACTED]
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Work Phone Number	[REDACTED]
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Cell Phone Number	<i>Field not completed.</i>
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Email Address	[REDACTED]
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Wellington Resident (Number of Years/Months)	9 years, 10 months
--	--------------------

Current Occupation	Bank Officer
--------------------	--------------

Please list any relevant education, employment, or volunteer experience you have.	I am currently a Bank Officer at FirstBank where I review business financials on a regular basis. I earned my Masters in Finance in 2020. I have also owned several rental properties which has given me significant budget experience. Additionally, I have managed an office supply store for 10 years where I have been responsible for managing the P&L vs planned.
---	---

Are you currently serving on any other board or commission?	No
---	----

Have you attended a	No
---------------------	----

meeting of the board or
commission you are
applying to?

Why do you want to
become a member of
this particular board or
commission?

I believe the combination of my experience and education make
for a great fit for the finance committee and it's time I volunteered
to give back to the town.

What do you believe
are the 3 most
important issues that
this board or
commission have now
or will have in the next
few years?

The town must forecast and plan for growth. Infrastructure is a
key part of managing growth, particularly our water and roads.

We must ensure we are spending less than we take in for
revenue and that we have funds for unforeseen expenses.

The finance committee should look for ways to increase
efficiency of the use of revenue.

Please specify any
activities you are
involved in that may
create a conflict of
interest should you be
appointed to this board
or commission.

I work for FirstBank.

Signature

*Upon application for and acceptance of appointment, board and/or commission
members demonstrate their intention and ability to attend meetings. If appointed,
frequent non-attendance may result in termination of appointment.*

*I hereby declare, that if appointed, I will accept the appointment assigned to me
by the Town of Wellington Board of Trustees.*

*By signing below, I swear and/or affirm that to the best of my knowledge, the
information I have provided in this application is true and correct.*

Signature of Applicant

Jason Normington-Mellin

Date

5/27/2022

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Wednesday, May 25, 2022 12:40:55 AM

Application for Board or Commission Vacancy

Eligibility Requirements

- Board/Commissions that require 1-year residency

Which board or
commission would you
like to be appointed to?

Finance Committee

Name

Jesy Andreen

Address

[REDACTED]

City

Wellington

State

CO

Zip Code

80549

Home Phone Number

[REDACTED]

Work Phone Number

Field not completed.

Cell Phone Number

Field not completed.

Email Address

[REDACTED]

Wellington Resident
(Number of
Years/Months)

Field not completed.

Current Occupation

Field not completed.

Please list any relevant
education,
employment, or
volunteer experience
you have.

I am a CU Boulder International Affairs graduate and a new small business owner. I used to own a photography business, was a supervisor and manager in many employment situations, and have volunteered with many outreach programs throughout my life.

Are you currently
serving on any other
board or commission?

No

Have you attended a

No

meeting of the board or commission you are applying to?

Why do you want to become a member of this particular board or commission?

I love this town. People are my passion, and I have recently been very interested in spending on local and national government levels. I would love to be a part of making the Town of Wellington prosper on account of wise financial decisions.

What do you believe are the 3 most important issues that this board or commission have now or will have in the next few years?

1. Fiscal responsibility - I think Wellington is facing a lot of fiscal opportunities, but many of them are not necessarily beneficial. I would love to research these opportunities to help our town be as educated as possible when seeking out money and spending it.
2. Water - I do not fully understand the financial situation that we are facing with our water challenges, but I do know that this issue is one of our biggest and it won't be going away. I hope to be able to help guide our town in making wise decisions regarding our water expenses.
3. Commercial and residential development - We need to make sure that we are balancing our commercial and residential growth and expenses responsibly. This dynamic is so important to fine tune, so that Wellington can prosper with great businesses and neighborhoods while also making sure we are being good stewards of our resources and planning for future success.

Please specify any activities you are involved in that may create a conflict of interest should you be appointed to this board or commission.

Field not completed.

Signature

Upon application for and acceptance of appointment, board and/or commission members demonstrate their intention and ability to attend meetings. If appointed, frequent non-attendance may result in termination of appointment.

I hereby declare, that if appointed, I will accept the appointment assigned to me by the Town of Wellington Board of Trustees.

By signing below, I swear and/or affirm that to the best of my knowledge, the information I have provided in this application is true and correct.

Signature of Applicant

Jesy Andreen

Date

5/25/2022

Email not displaying correctly? [View it in your browser.](#)

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Krystal Eucker, Town Clerk
Subject: Resolution No. 24-2022 - A Resolution of the Board of Trustees of the Town of Wellington Making Appointments to the Community Activities Commission

EXECUTIVE SUMMARY

The Community Activities Commission (CAC) consists of seven at-large voting members and one voting Board of Trustee liaison.

BACKGROUND / DISCUSSION

On May 31, 2022, Trustees Gaiter and Mason, CAC Chair Natalie Triplet and CAC staff liaison Kallie Cooper conducted interviews for current vacancies on the CAC. Pursuant to those interviews, it is being recommended that the following individuals be appointed to the CAC:

- One Regular Term Expiring – January 2025 - Ali McGuinnis
- One Regular Term Expiring – January 2023 - Blair Petersen

The individuals being recommended for appointment are filling seats that were vacated by resignations.

The Town of Wellington received seven applications for the vacancies; five applicants were interviewed, one applicant was unable to interview and one applicant did not appear for the interview.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 24-2022.
2. Approve Resolution No. 24-2022 with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of Resolution No. 24-2022 to a specific date and time and provide staff direction regarding additional information or amendments the Trustees would like to request for their further consideration.
4. Vote to deny Resolution No. 24-2022.

Staff recommends option #1.

ATTACHMENTS

1. 24-2022 - Community Activities Commission Appointments
2. CAC - Ali McGuinnis_Redacted
3. CAC - Blair Petersen_Redacted

TOWN OF WELLINGTON

RESOLUTION NO. 24-2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
MAKING APPOINTMENTS TO THE COMMUNITY ACTIVITIES COMMISSION

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado (the "Board") has adopted and reenacted the Wellington Municipal Code (the "Code"); and

WHEREAS, the Code provides for appointment of a Community Activities Commission Member as called for by Chapter 2, Article 7; and

WHEREAS, Section 2-7-20 of the Code provides that membership terms of members of the Community Activities Commission shall be three (3) year staggered terms; and

WHEREAS, the Community Activities Commission currently has two (2) vacant seats with terms expiring January of 2023 and January of 2025; and

WHEREAS, the Town accepted applications for candidates to fill the vacant seats; and

WHEREAS, candidates were interviewed on June 7, 2022 and recommendations were made to fill vacant seats.

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

1. Appointment of Ali McGuinnis to the Community Activities Commission to fill a vacancy with a term ending in January, 2025.
2. Appointment of Blair Petersen to the Community Activities Commission to fill a vacancy with a term ending in January, 2023.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 14th day of June, 2022.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Thursday, April 14, 2022 12:14:22 PM

Application for Board or Commission Vacancy

Eligibility Requirements

- *Board/Commissions that require 1-year residency*

Which board or commission would you like to be appointed to?	Community Activities Commission
--	---------------------------------

Name	Ali McGuinnis
------	---------------

Address	
---------	--

City	Wellington
------	------------

State	Co
-------	----

Zip Code	80549
----------	-------

Home Phone Number	<i>Field not completed.</i>
-------------------	-----------------------------

Work Phone Number	<i>Field not completed.</i>
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Cell Phone Number	
-------------------	--

Email Address	
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Wellington Resident (Number of Years/Months)	4 years with a 2 year gap between
--	-----------------------------------

Current Occupation	Realtor
--------------------	---------

Please list any relevant education, employment, or volunteer experience you have.	Have hosted Easter egg hunts, planning parties, have connections to many businesses in and out of Wellington to sponsor events. Hosted a town christmas light competition. I'm willing to join any committee that you need help with.
---	---

Are you currently serving on any other board or commission?	No
---	----

Have you attended a	No
---------------------	----

meeting of the board or
commission you are
applying to?

Why do you want to
become a member of
this particular board or
commission?

I love this town and I want to be involved with the community
where my kids are being raised.

What do you believe
are the 3 most
important issues that
this board or
commission have now
or will have in the next
few years?

Growth, communication, including and involving and listening to
the town.

Please specify any
activities you are
involved in that may
create a conflict of
interest should you be
appointed to this board
or commission.

I occasionally host similar events for my business.

Signature

*Upon application for and acceptance of appointment, board and/or commission
members demonstrate their intention and ability to attend meetings. If appointed,
frequent non-attendance may result in termination of appointment.*

*I hereby declare, that if appointed, I will accept the appointment assigned to me
by the Town of Wellington Board of Trustees.*

*By signing below, I swear and/or affirm that to the best of my knowledge, the
information I have provided in this application is true and correct.*

Signature of Applicant

Ali McGuinnis

Date

4/14/2022

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Mahalia Henschel](#); [Krystal Eucker](#)
Subject: Online Form Submittal: Application for Board or Commission Vacancy
Date: Friday, April 22, 2022 2:43:25 PM

Application for Board or Commission Vacancy

Eligibility Requirements

- Board/Commissions that require 1-year residency

Which board or commission would you like to be appointed to?	Community Activities Commission
--	---------------------------------

Name	Blair Petersen
------	----------------

Address	[REDACTED]
---------	------------

City	Wellington
------	------------

State	Colorado
-------	----------

Zip Code	80549
----------	-------

Home Phone Number	Field not completed.
-------------------	----------------------

Work Phone Number	Field not completed.
-------------------	----------------------

Cell Phone Number	[REDACTED]
-------------------	------------

Email Address	[REDACTED]
---------------	------------

Wellington Resident (Number of Years/Months)	32 years
--	----------

Current Occupation	Manager, Wellington Grill
--------------------	---------------------------

Please list any relevant education, employment, or volunteer experience you have.	I've lived in Wellington my whole life, work here, attend town events and have a very vested interest in seeing those events grow and serve the community successfully
---	--

Are you currently serving on any other board or commission?	No
---	----

Have you attended a	No
---------------------	----

meeting of the board or
commission you are
applying to?

Why do you want to
become a member of
this particular board or
commission?

To help expand the events the town has to offer

What do you believe
are the 3 most
important issues that
this board or
commission have now
or will have in the next
few years?

Growing event scope, as well as event offerings as the town
grows and ensuring that the events serve the widest scope of
community members

Please specify any
activities you are
involved in that may
create a conflict of
interest should you be
appointed to this board
or commission.

None

Signature

*Upon application for and acceptance of appointment, board and/or commission
members demonstrate their intention and ability to attend meetings. If appointed,
frequent non-attendance may result in termination of appointment.*

*I hereby declare, that if appointed, I will accept the appointment assigned to me
by the Town of Wellington Board of Trustees.*

*By signing below, I swear and/or affirm that to the best of my knowledge, the
information I have provided in this application is true and correct.*

Signature of Applicant

Blair Petersen

Date

4/22/2022

Email not displaying correctly? [View it in your browser.](#)

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Dean Campos
Subject: Resolution No. 25-2022 - A Resolution of the Board of Trustees of the Town of Wellington Designating Names of Certain Parks within the Town of Wellington

EXECUTIVE SUMMARY

The Parks and Recreation Advisory Board (PRAB) members are requesting approval from the Board of Trustees for new park names for two parks without official titles. The park south of Jefferson Ave and north of Ronald Reagan Ave, in the green space area by Harvest Village Town Homes is the first park with no name. The park on the corner of Jefferson Ave and McClellan Road is the second park with no name.

BACKGROUND / DISCUSSION

The Parks and Recreation Advisory Board requested to name two parks without an official title earlier this year. The Parks and Recreation Manager worked with the Marketing and Communication specialist to create a survey, per the Board Members' request. The survey's intent was to gain feedback from the community in relation to park names. A survey was created and promoted to the community for about 3 weeks and over 140 responses were received from residents. The Parks and Recreation Manager shared the results with the Parks and Recreation Advisory Board members, and based upon those results, the board members selected names for each of the parks by voting. They voted to name the park south of Jefferson Ave and north of Ronald Reagan Ave, in the green space area by Harvest Village Town Homes, Harvest Park. They voted to name the park on the corner of Jefferson Ave and McClellan Rd, Sunrise Park.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve both Harvest Park and Sunrise Park official names. (Adopt Resolution 25-2022)
2. Approve Harvest Park official name, and deny Sunrise Park official name. (Adopt Resolution 25-2022 with Amendment)
3. Approve Sunrise Park official name, and deny Harvest Park official name. (Adopt Resolution 25-2022 with Amendment)
4. Deny both Harvest Park and Sunrise Park official names.

Staff recommends option #1.

ATTACHMENTS

1. Resolution 25-2022 Park Names
2. Parks Maps

TOWN OF WELLINGTON

RESOLUTION NO. 25-2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
DESIGNATING NAMES OF CERTAIN PARKS WITHIN THE TOWN OF WELLINGTON

WHEREAS, the Town of Wellington was incorporated as a municipality within the State of Colorado in 1905; and

WHEREAS, the Town of Wellington established the Wellington Parks Advisory Board in 2014; and

WHEREAS, the Town of Wellington amended the Wellington Parks Advisory Board to the Wellington Parks and Recreation Advisory Board in 2021; and

WHEREAS, the Wellington Parks and Recreation Advisory Board has a Park Naming Policy whereby it will consider names for Town parks that include natural landmarks, natural features or habitat, or names of individuals and families, and the Advisory Board will hold meetings to take feedback and make recommendations to the Board of Trustees; and

WHEREAS, the Wellington Parks and Recreation Advisory Board has identified two (2) parks in Wellington that are not identified by adopted names; and

WHEREAS, the Wellington Parks and Recreation Advisory Board gained feedback from residents on recommended names for the unnamed parks; and

WHEREAS the Wellington Parks and Recreation Advisory Board has submitted its recommendation for the names of the currently unnamed parks to the Board of Trustees; and

WHEREAS, the Wellington Parks and Recreation Advisory Board recommends that the park located at 7655 McClellan Road be named Sunset Park; and

WHEREAS, the Wellington Parks and Recreation Advisory Board recommends that the park located at 3720 Ronald Reagan be named Harvest Park.

NOW, THEREFORE, be it resolved by the Board of Trustees for the Town of Wellington, Colorado, as follows:

1. The Town of Wellington public park located at 3720 Ronald Reagan Avenue shall henceforth be known as "Harvest Park."
2. The Town of Wellington public park located at 7655 McClellan Road, shall henceforth be known as "Sunrise Park."

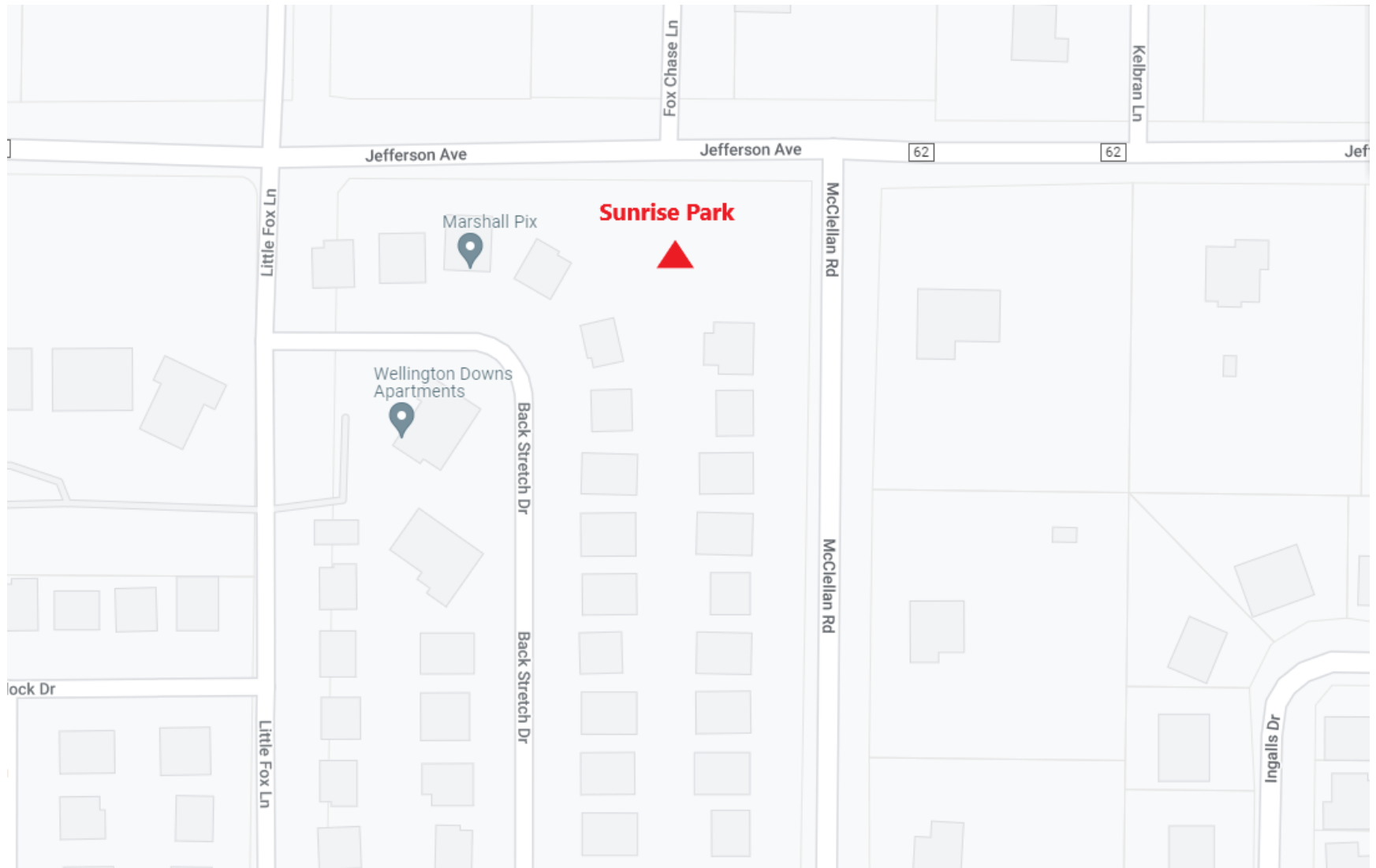
Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 14th day of June, 2022.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk



Board of Trustees Meeting

Date: June 14, 2022

Submitted By:

Subject: Reconsideration WaterNow Alliance Memorandum of Understanding

- **Presentation: Dan Sapienza, Town Attorney and Hallie Sheldon, Management Analyst**

EXECUTIVE SUMMARY

At the May 24, 2022 Board of Trustees meeting, Trustee Mason moved to reconsider the May 10, 2022 motion to adopt the WaterNow Alliance MOU for technical assistance on water communications. That May 10, 2022 motion failed by a vote of 3-4, with Trustee Mason voting with the prevailing side.

BACKGROUND / DISCUSSION

At the May 24, 2022 Town of Wellington Board of Trustees meeting, Trustee Mason moved to reconsider the May 10, 2022 motion to adopt the WaterNow Alliance MOU for technical assistance on water communications. That May 10, 2022 motion failed by a vote of 3-4, with Trustee Mason voting with the prevailing side. On May 24, 2022, the motion to reconsider was made during Board Updates, a portion of the meeting where action is not taken. Accordingly, it was decided that the motion to reconsider could not be taken up at that time. Per Robert's Rules, the motion to reconsider can be called up at a later time.

If the Board of Trustees desires to call up the motion to reconsider, that motion may be debated and a vote taken. If the motion to reconsider passes by a majority of those Trustees present, the Board of Trustees would then immediately vote on the reconsidered underlying motion. Per the approved minutes for the May 10, 2022 meeting, the underlying motion was: **"Mayor Pro Tem Macdonald moved to approve the WaterNow Alliance Project Accelerator Grant Memorandum of Understanding; Trustee Kinney seconded the motion."** If the motion to reconsider fails (a majority vote against or a tie vote), the previous motion stands and cannot be reconsidered.

STAFF RECOMMENDATION

ATTACHMENTS

1. May 10 MOU Memo
2. Project Accelerator Presentation
3. 2022.05.02 Combined MOU_Attachment A_Wellington CO_WaterNow

Board of Trustees Meeting

Date: May 10, 2022
Submitted By: Hallie Sheldon, Senior Management Analyst
Subject: WaterNow Alliance Project Accelerator Grant Memorandum of Understanding

EXECUTIVE SUMMARY

The Town of Wellington was awarded a grant in January 2022 to create a Wellington Water Efficiency Campaign which would provide educational resources, including best practices, for residents. The town has been granted 250 hours of professional support for 6 months (valued at \$25,000) to develop this campaign with the WaterNow Alliance. The WaterNow Alliance Project Accelerator program focuses on providing high-value capacity and expertise to public water, wastewater, and stormwater agencies to make substantial progress locally in water saving practices. This program provides professional hands-on support and technical program assistance to local water providers in developing water efficiency programming. The Town pursued this opportunity in alignment with the 2021 [Strategic Plan Goal](#): Develop communications strategy for Town's Water Conservation Plan. This outreach campaign was also identified as a strategic water savings method in the Town's 2018 adopted [Municipal Water Efficiency Plan](#). You can find this plan on the Town website under the Water and Sewer page.

BACKGROUND / DISCUSSION

The Town of Wellington will work with WaterNow to create a specialized water efficiency campaign which provides educational resources and information for residents. This educational campaign has been identified as a key activity in Wellington's Municipal Water Efficiency Plan, along with 28 other water efficiency activities which are slated for implementation over a ten-year horizon. As part of the project, the Town aims to understand the unique needs of our population, including those that are on a fixed income, homeowners associations, and Spanish-speaking households. The Town has an overarching goal to engage 100 new residents with their water efficiency programming within one year. Creating a targeted water efficiency campaign with attainable goals for Wellington's residents will reduce utility treated water, as well as related stormwater, wastewater, and non-potable irrigation systems, which will benefit the long term supply of the Town and larger region.

This project will occur over a 6-month process starting once this memorandum has been signed and will incorporate a 6-phase approach. These 6 phases include background research, peer community reviews, stakeholder interviews and meetings, draft feedback opportunities, toolkit development, etc. Please see Attachment A for a full outline of the Project Description including outcomes, deliverables, engagement practices, timeline, etc. The final deliverable for this project will be an adaptable outreach and communication toolkit for Wellington's water use efficiency and conservation programming that can be used now and adapted for future needs of the community.

A brief description of each phase has been provided below (more details can be found in Attachment A: *Town of Wellington Project Brief*):

Phase 1 (May - June): Background research - develop baseline of understanding of existing water conservation efforts and outreach/engagement

- Document and clarify existing and past water use efficiency and conservation programming and outreach practices.
- Consider the diverse demographics present in Wellington, and determine which populations (e.g. Spanish-speaking residents, populations on a fixed income, etc.) as well as other identified groups such as home-owners associations, may benefit from targeted outreach.
- Identify community stakeholders who will be important to engage during Phase 2 (Initial Community Member Stakeholder Engagement), particularly regarding the Spanish-speaking community, homeowners associations, fixed income groups, or other demographic groups in Wellington.
- Understand efforts taken to engage the Spanish-speaking community, homeowners associations, fixed income groups, and other demographic groups in Wellington, as well as any lessons learned (e.g., the process used through the Comprehensive Plan and Land Use Code).

- Identify Wellington's perspectives on successes and challenges in past outreach processes, and goals for future outreach campaigns.
- Identify Wellington's goals for potential water savings strategies and water savings goals to be included in the outreach campaign.
- Analyze the broader population of Wellington's motivations and obstacles to participating in water use efficiency programs.

Phase 2 (July - September): Initial Community Member Stakeholder Engagement

- Ascertain some of the perspectives of populations identified for targeted outreach in Phase 1 (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income) regarding general outreach and engagement with the Town.
- Record these demographic groups' preferences for outreach content and mediums.
- Analyze what is important to members of these demographic groups regarding water conservation (i.e., how do they engage with water conservation, what might motivate them to conserve water).
- Identify any messaging and outreach efforts that have previously resonated with these demographic groups (not necessarily limited to water efficiency and conservation).
- Ask community stakeholders if they would be able to provide feedback on the draft campaign which will be developed during Phase 4, and note any preferences on how they would like to provide feedback (e.g., through meetings, through direct feedback on draft materials, etc.).

Phase 3 (July - September): Research Strong Outreach Campaigns and Conduct Informational Interviews

- Identify best practices to enhance outreach and engagement with water use efficiency and conservation programming in diverse communities (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income).
- Determine best practices for iterating communications and outreach content, to inform the practices used to develop content in Phases 4-6.

Phase 4 (October - November): Initial Design for Outreach and Communications Toolkit

- Develop an initial water use efficiency and conservation outreach campaign design which is relevant for Wellington's diverse population.
- Ensure that messaging and visuals resonate for the populations identified for targeted outreach in Phase 1 (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income).

Phase 5 (November - December): Review Campaign Design with Secondary Round of Community Stakeholder Engagement

- Obtain feedback on the WUE and conservation outreach campaign and strategy which reflects the preferences for outreach content and mediums across stakeholder groups.
- Understand community groups' feedback on the WUE and conservation goals and strategies included in the campaign.

Phase 6 (January): Finalize Outreach and Communications Toolkit

- Provide Wellington with an outreach and communications toolkit to support implementation of Wellington's water use efficiency and conservation programming.
- Provide a toolkit which can be tailored for future use by Wellington.



- Integrate learnings from secondary round of stakeholder engagement to finalize the outreach and communications toolkit materials in English and Spanish.

Financial Considerations

There is no match requirement for the Town of Wellington with this grant opportunity. This grant is for 250 hours of professional services provided by the WaterNow Alliance (value of \$25,000). If there are any outside costs associated with this grant such as supplies for stakeholder engagement meetings, the Town does have \$5000 included in the CIP Water Efficiency Program for education and outreach materials if necessary.

STAFF RECOMMENDATION

Optional motion:

- Move to approve the Memorandum of Understanding between the Town of Wellington and the WaterNow Alliance.

ATTACHMENTS

1. 2022.05.02 Combined MOU_Attachment A_Wellington CO_WaterNow

Project Accelerator Grant

WaterNow Alliance



Hallie Sheldon, Senior Management Analyst

Project Accelerator



- 250 hours of professional services from WaterNow Alliance
- 6 Phase approach over 6 months
- Stakeholder engagement meetings, surveys, draft feedback, etc.
- No match requirement
- Goal: to develop communications strategy for water efficiency practices
 - How residents prefer information
 - Goals community is interested in obtaining
 - Best practices/preferences for targeted stakeholders with programming materials
 - Uniform campaign that can be recognizable to years to come

Timeline and Intention

- December 2021 :
Application Submitted
- January 2022 :
Awarded Grant
- February – May 2022 :
Project description defined
- 2021 Strategic Plan Goal
- 2018 Municipal Water Efficiency Plan (MWEP)

COMMUNITY ENGAGEMENT



Goal 1: Build awareness about the Town of Wellington services and programs

Goal 2: Improve access and transparency to local government

Goal 3: Develop communications strategy for Town's Water Conservation Plan

Water Efficiency Activities <i>*yellow rows are existing activities</i>	Estimated Annual Water Savings (MG/yr)*	Estimated Total Water Savings over Planning Period (MG)*
Residential		
Educational Activities (Bill Stuffers, Social Networking, Web Pages, etc.)	7.68	76.8
Children's Water Fair or Festival	0.05	2.9
K-12 Teacher and Classroom Education Programs	0.05	2.9
Post or Distribute ET Irrigation Scheduling	2.84	28.4
Xeriscape Demonstration Garden	0.00	0.26
Customer Surveys	0.02	1.3
Subtotal - MG	64.1	652.0
Acre-Feet	196.8	2,001

2018 MWEP water savings calculations (pg. 47)



Water Savings Data

- 2018 MWEF outlines education and outreach will save town 7.68 million gallons/year
 - Town of Windsor – 7.84 million gallons/year
 - City of Evans – 12.92 million gallons/year
 - Town of Eaton – 4.38 million gallons/year
 - City of Fort Lupton – 6.47 million gallons/year



Project Accelerator in Colorado Communities

- Town of Severance
 - Water Efficiency practices in Comprehensive Plan development
- City of Evans
 - Direct Install Program for Income-Qualified Residents – communications toolkit
- City of Golden
 - Graywater ordinance and program development
- City of Centennial
 - Incorporating water practices into municipal code



Pros and Cons of Grant

Pros

1. Town staff dedication to engagement while WaterNow focus on product development
2. Communication strategy grant with no match requirement
3. Wide network of resources through WaterNow – experience and networking
4. Data can be used for overall communications engagement – not just water focused

Cons

1. Costs to host stakeholder meetings (interpreter, supplies, etc.)
2. 6-month timeline
3. Would be a priority for staff time with grant deadline in place
4. Community concerns with out of state consultant



Questions?

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF WELLINGTON, CO AND
WATERNOW ALLIANCE**

This Memorandum of Understanding (“MOU”) is made effective as of this ____ day of May, 2022 (the “Effective Date”), between the Town of Wellington (“Town” or “Wellington”), a statutory town located in Larimer County, CO, and WaterNow Alliance (“WaterNow”), a project of Multiplier, a California nonprofit public benefit corporation, regarding development of recommendations for the Wellington Water Efficiency Campaign (“Project”). The Town and WaterNow are, at times, individually referred to as a “Party” and collectively referred to as the “Parties.”

I. BACKGROUND AND PURPOSE

Wellington has experienced rapid population growth, roughly doubling in size since 2008, with more growth expected in the coming years. Given this population growth and its status as a bedroom community, Wellington has experienced unprecedented demands on its water resources and delivery systems, including those associated with increased water use as residents shifted to working from home during the COVID-19 pandemic. Along with existing planning efforts to support growth (such as Wellington’s 2018 Municipal Water Efficiency Plan or MWEP), this experience served to catalyze the importance of optimizing the Town’s water supplies and systems through implementation of priority water efficiency activities.

WaterNow Alliance (WaterNow) will work with the Town of Wellington to create a specialized water efficiency campaign which provides educational resources, including best practices, for residents. This educational campaign is also identified as a key activity in Wellington’s MWEP, along with 28 other water efficiency activities which are slated for implementation over a ten year horizon. As part of the project, Wellington aims to understand the unique needs of its population, including those that are on a fixed income, homeowners associations, and Spanish-speaking households. The Town has an overarching goal to engage 100 new residents with their water efficiency programming within one year. Creating a targeted water efficiency campaign with attainable goals for Wellington’s residents will reduce utility treated water, as well as related stormwater, wastewater, and non-potable irrigation systems, which will benefit the long term supply of the Town and larger region.

II. RECITALS

WHEREAS, the Parties have a common interest in promoting sustainable water solutions and water use efficiency in Wellington’s service area and throughout the U.S.; and

WHEREAS, Wellington adopted a Municipal Water Efficiency Plan in 2018 which identifies priority water efficiency activities, including educational activities, as a water savings practice the Town

can implement within the next 10 years; and

WHEREAS, Wellington is highly committed to optimizing its water supplies and system through practical water efficiency activities, and in order to achieve compliance with Colorado legislation regarding water use; and

WHEREAS, Wellington seeks to engage its diverse population and provide access to water efficiency education for all residents.

III. RESPONSIBILITIES OF THE PARTIES

- A. A detailed work plan is set forth in Attachment A to this MOU entitled: *“Town of Wellington Project Brief: Wellington Water Efficiency Campaign”* outlining the Parties’ respective responsibilities under this MOU, which attachment is incorporated herein by this reference.
- B. As detailed in Attachment A, WaterNow will provide up to 250 hours of technical and program support over a 6 to 12-month period, free of charge, to Wellington to support the Town’s effort to develop an educational water efficiency campaign.
- C. WaterNow will provide notice when Wellington has received 200 hours of such service and will not provide services in excess of the free 250 hours unless the parties mutually agree and execute a revised MOU establishing the terms for execution of such further services.
- D. As detailed in Attachment A, Wellington will provide the staff and time necessary to support, review and provide timely feedback on all WaterNow deliverables.
- E. WaterNow will, to the best of their ability, make the following contributions to the Project:
 - a. A brief memorandum summarizing Wellington’s current and past water conservation and efficiency programs and related outreach and community engagement.
 - b. Two brief memorandums summarizing discussions conducted with community stakeholders.
 - c. A brief memorandum summarizing discussions with national programs.
 - d. Draft and final outreach and communications toolkit for the water use efficiency programming.

IV. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

Hallie Sheldon, Senior Management Analyst, Town of Wellington, CO

Meagan Smith, Deputy Public Works Director, Town of Wellington, CO
Kelly Houghteling, Deputy Town Administrator, Town of Wellington, CO
Mahalia Henschel, Communications Specialist, Town of Wellington, CO

Cynthia Koehler, Executive Director, WaterNow Alliance
Amy Weinfurter, Director of Strategic Projects, WaterNow Alliance
Victoria Arling, Colorado Basin Program Manager, WaterNow Alliance
Georgia Beesemyer, Project Manager, WaterNow Alliance

- V. TERMINATION AND MODIFICATION.** This MOU shall terminate 12 months after the Effective Date unless otherwise extended by written mutual agreement of the Parties. Each Party to this MOU may withdraw from and terminate the MOU upon written notice to the other Party.
- VI. NO OBLIGATION OF FUNDS.** Nothing in this MOU shall obligate the Parties to any current or future expenditure of funds on any particular project or purpose, even if funds are available.
- VII. NO LEGAL RIGHTS OR LIABILITIES.** The Parties agree that this MOU does not constitute any legal admission or opinion as to the subject matter, nor does it create any legal rights or liabilities between the Parties or to third parties.
- VIII. CONFIDENTIALITY AND PRIVACY ISSUES.** The Parties agree and acknowledge that both the terms of this MOU and the discussions relating to the collaborative activity are confidential and neither Party will disclose them without the prior written consent of the other Party. Notwithstanding the foregoing, the Parties also acknowledge that the Town of Wellington is a government entity subject to the requirements of the Colorado Open Records Act, and therefore may release any and all records requested and permitted for release under such law.
- IX. ENTIRE AGREEMENT.** This MOU represents the entire understanding between the Parties and supersedes any prior agreements or understandings with respect to the subject of this MOU. No changes, amendments or alterations to this MOU will be effective until in writing and signed by the Parties.

[Signatures on Following Page]

The effective date of this MOU is the date set forth above.

WATERNOW ALLIANCE

By:

Date

Cynthia Koehler, Executive Director, WaterNow

TOWN OF WELLINGTON, CO

By:

Date

Hallie Sheldon, Senior Management Analyst, Town of Wellington, CO

Town of Wellington, CO | Wellington Water Efficiency Campaign - Project Accelerator

Background

The Town of Wellington (“Town” or “Wellington”) is located along Colorado’s Front Range in Larimer County, and is primarily considered a suburb of the nearby City of Fort Collins. Wellington has experienced rapid population growth, roughly doubling in size since 2008, with more growth expected in the coming years. Given this population growth and its status as a bedroom community, Wellington has experienced unprecedented demands on its water resources and delivery systems, including those associated with increased water use as residents shifted to working from home during the COVID-19 pandemic. Along with existing planning efforts to support growth (such as Wellington’s 2018 Municipal Water Efficiency Plan or MWEP), this experience served to catalyze the importance of optimizing the Town’s water supplies and systems through implementation of priority water efficiency activities.

WaterNow Alliance (WaterNow) will work with the Town of Wellington to create a specialized water efficiency campaign which provides educational resources, including best practices, for residents. This educational campaign is also identified as a key activity in Wellington’s MWEP, along with 28 other water efficiency activities which are slated for implementation over a ten year horizon. As part of the project, Wellington aims to understand the unique needs of its population, including those that are on a fixed income, homeowners associations, and Spanish-speaking households. The Town has an overarching goal to engage 100 new residents with their water efficiency programming within one year. Creating a targeted water efficiency campaign with attainable goals for Wellington’s residents will reduce utility treated water, as well as related stormwater, wastewater, and non-potable irrigation systems, which will benefit the long term supply of the Town and larger region.

Project Outline

The project outline below describes how WaterNow proposes to partner with the Town of Wellington to research their water use efficiency program activities and outreach practices and develop a specialized water efficiency educational outreach campaign which is tailored to the Town’s residents. This initiative is part of the Winter 2022 WaterNow Project Accelerator, which will provide Wellington with up to 250 hours of program support over a 6–9-month period. Additional support, if requested by the Town, may be available on a fee-for-service basis.

Phase 1 | Background Research – Develop Baseline Understanding of Existing Water Conservation Efforts and Outreach/Engagement (May – July)

WaterNow will establish a foundational understanding of Wellington’s current water efficiency programs, including its youth programming and suite of offerings, including those implemented in partnership with Northern Water.¹ Programs offered in partnership with Northern Water include a showerhead exchange program, landscape irrigation audits, and classes and educational workshops related to water use efficiency and conservation. Additionally, WaterNow will gain an understanding of Wellington’s current and past outreach practices and community engagement related to these programs, through interviews with key staff members (and other relevant stakeholders, if applicable). Additionally, WaterNow will review background documents, including relevant current and past outreach materials and messaging; planning documents such as the 2018 Water Efficiency Plan and 2020 Strategic Plan; 2022 Land Use Code (with newly adopted Landscape and Irrigation Standards); media coverage of Wellington’s outreach efforts;² and the Glenwood Springs campaign (cited as a reference in Wellington’s original grant application).³

Objectives:

- To document and clarify existing and past water use efficiency and conservation programming and outreach practices.
- To consider the diverse demographics present in Wellington, and determine which populations (e.g. Spanish-speaking residents, populations on a fixed income, etc.) as well as other identified groups such as home-owners associations, may benefit from targeted outreach.
- To identify community stakeholders who will be important to engage during Phase 2 (Initial Community Member Stakeholder Engagement), particularly regarding the Spanish-speaking community, homeowners associations, fixed income groups, or other demographic groups in Wellington.
- To understand efforts taken to engage the Spanish-speaking community, homeowners associations, fixed income groups, and other demographic groups in Wellington, as well as any lessons learned (e.g., the process used through the Comprehensive Plan and Land Use Code).
- To understand Wellington’s perspectives on successes and challenges in past outreach processes, and goals for future outreach campaigns
- To understand Wellington’s goals for potential water savings strategies and water savings goals to be included in the outreach campaign.

¹ See: <https://www.northernwater.org>.

² April 2021 9News article regarding the Latinx community and outreach to this community during the Comprehensive Plan process.

³ Wellington cited the Glenwood Springs campaign as a potential model for their new Water Efficiency Campaign.

- To comprehend the broader population of Wellington’s motivations and obstacles to participating in water use efficiency programs, as understood by Wellington.

WaterNow Tasks:

- Review information about Wellington’s WUE and conservation programs, planning documents and Town/regional measures (as relevant to the project), as provided by Wellington and through publicly available channels.
- Conduct 2-3 informational interviews with key staff members supporting program implementation and outreach efforts regarding Wellington’s water use efficiency (WUE) and conservation initiatives.
- Understand Wellington’s obtainable water savings goals and strategies, which will be part of the outreach campaign.
- Develop a list of community stakeholders it will be important to engage in Phase 2 of this project, particularly regarding the Spanish-speaking community homeowners associations, and fixed income groups.

Wellington Tasks:

- Provide examples of current and past outreach to customers, as well as other relevant documents.
- Identify and facilitate discussions with relevant staff that will be interviewed.
- Participate in the informational interviews, if desired.
- Share the obtainable water savings goals and strategies which will be part of the outreach campaign.
- Review and provide timely feedback on Phase 1 deliverables.
- Provide feedback and ideas to help generate a list of potential community outreach partners for rolling out the outreach campaign (e.g., non-profit organizations which serve various community demographic groups).

WaterNow Deliverables:

- A memorandum summarizing findings from research conducted during Phase 1, including current and past conservation programs and related outreach and community engagement, and a list of key community stakeholders (including the Spanish-speaking community, homeowners associations, and fixed income groups).

Phase 2 | Initial Community Member Stakeholder Engagement (July – September)

Following Phase 1, WaterNow and Wellington will conduct stakeholder conversations with key community stakeholder organizations, including those which support populations identified for targeted outreach in Phase 1 (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income), to gain an understanding of some of the

perspectives of these different demographic groups. These discussions will focus on the outreach and engagement preferences of the various demographic groups; suggested approaches to building trust and strengthening relationships; understanding attitudes towards water efficiency and conservation; and any barriers or obstacles to participation in WUE and conservation programs they may be aware of. WaterNow will also conduct additional research regarding key community stakeholders, as needed, to ensure community perspectives are well represented.

Objectives:

- To ascertain some of the perspectives of populations identified for targeted outreach in Phase 1 (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income) regarding general outreach and engagement with the Town.
- To appreciate these demographic groups' preferences for outreach content and mediums.
- To understand what is important to members of these demographic groups regarding water conservation (i.e., how do they engage with water conservation, what might motivate them to conserve water).
- To identify any messaging and outreach efforts that have previously resonated with these demographic groups (not necessarily limited to water efficiency and conservation).
- To ask community stakeholders if they would be able to provide feedback on the draft campaign which will be developed during Phase 4, and note any preferences on how they would like to provide feedback (e.g., through meetings, through direct feedback on draft materials, etc.).

WaterNow Tasks

- In collaboration with Wellington, select 3-4 key community stakeholder organizations/individuals for informational interviews, as identified in Phase 1.
- Conduct 3-4 informational interviews with key community stakeholders.

Wellington Tasks

- Select 3-4 community stakeholder organizations/individuals for informational interviews, as identified in Phase 1.
- Facilitate introductions to community stakeholder groups, if feasible, based on existing relationships.
- Participate in the informational interviews with community stakeholders.
- Review and provide timely feedback on Phase 2 memorandum deliverable.

WaterNow Deliverables

- A memorandum summarizing the informational interviews conducted with community stakeholders, including their perspectives and attitudes towards community outreach and engagement, as well as water use efficiency and conservation.

Phase 3 | Research Strong Outreach Campaigns and Conduct Informational Interviews (July – September)

During Phase 3, WaterNow will conduct research to identify strong national outreach programs and campaigns focused on water use efficiency and conservation. Program research will focus on water conservation campaigns, but research could include strong campaigns that are not focused on water conservation but might yield best practices. Research will focus on programs and campaigns that have similarities regarding the diversity of demographics present in Wellington, focusing on the populations identified for targeted outreach in Phase 1 (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income). WaterNow will conduct informational interviews with selected programs to glean their strategies and best practices for creating their outreach campaigns and engaging with community stakeholders.

Objectives:

- To identify best practices to enhance outreach and engagement with water use efficiency and conservation programming in diverse communities (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income).
- To determine best practices for iterating communications and outreach content, to inform the practices used to develop content in Phases 4-6.

WaterNow Tasks

- WaterNow will create a list of 6-8 U.S. programs/campaigns focused on those that have similarities regarding the diversity of demographics present in Wellington, particularly on the populations identified for targeted outreach in Phase 1 (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income), and conduct more detailed informational interviews with 3 program administrators to learn about their outreach program implementation strategies, identified best practices, lessons learned, and successes.

Wellington Tasks

- Select 3 campaigns/programs for informational interviews.
- Participate in informational interviews, if desired.
- Review and provide timely feedback on Phase 3 memorandum deliverable.

WaterNow Deliverables

- A memorandum summarizing informational interviews conducted with national programs engaging key demographic groups such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income.

Phase 4| Initial Design for Outreach and Communications Toolkit (October – November)

WaterNow will collate the research and learnings from Phases 1-3 to iteratively design a draft water use efficiency and conservation outreach campaign toolkit, focusing in particular on the populations identified for targeted outreach in Phase 1 (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income), including strategy and design examples of promotional materials to maximize public knowledge of and participation in the WUE and conservation programs. Wellington and WaterNow will determine the best process to gather feedback from Wellington staff to iterate the communications materials (e.g., in a meeting, through a review of draft documents, through beta testing of different messaging strategies by Wellington's comms department, etc.). Promotional materials produced will be determined by Wellington's priorities and preferences (for example, a one-page informational flier or smaller handout that can be posted on the Town's website and made available at key strategic locations, at local events, including community partner offices/locations; social media posts, etc.). Specifics about the collateral will be decided with the Town as the outreach strategy is developed. WaterNow anticipates committing 10-20 hours on design work for Phase 4. Community partners that Wellington identifies may provide additional platforms to spread knowledge about the programs once the campaign is ready for rollout.

Objectives:

- To develop an initial water use efficiency and conservation outreach campaign design which is relevant for Wellington's diverse population.
- To ensure that messaging and visuals resonate for the populations identified for targeted outreach in Phase 1 (such as the Spanish-speaking community, homeowners associations, and populations reliant on a fixed income).

WaterNow Tasks

- Incorporate the research and learnings from Phases 1-3 of this project to develop a draft outreach and communications toolkit for Wellington's WUE and conservation programming.

Wellington Tasks

- Support WaterNow in determining how best to gather feedback from Wellington staff to iterate the communications materials (e.g., in a meeting, through a review of draft documents, through beta testing of different messaging strategies, etc.).
- Provide Spanish-language translation support to ensure that messaging and visuals are culturally appropriate and resonate for the Spanish-speaking community.

- Select attainable water savings goals and strategies for residents which will be centrally promoted in the campaign.
- Review and provide timely feedback on Phase 4 draft outreach and communications toolkit deliverable.

WaterNow Deliverables

- Draft outreach and communications toolkit for the water use efficiency and conservation programming.

Phase 5 | Review Campaign Design with Secondary Round of Community Stakeholder Engagement (November – December)

WaterNow will support the Town of Wellington in re-engaging with community stakeholders engaged during Phase 2, to present the campaign draft and outreach strategy and obtain their feedback. This may include up to three separate conversations (virtual or in-person, dependent on Wellington's and community stakeholders' preferences, any state public health guidelines).

Objectives:

- To obtain feedback on the WUE and conservation outreach campaign and strategy which reflects the preferences for outreach content and mediums across stakeholder groups.
- To understand community groups' feedback on the WUE and conservation goals and strategies included in the campaign.

WaterNow Tasks

- Help convene and facilitate the process of community group engagement (for instance, supporting Wellington's outreach to engage stakeholders, helping facilitate stakeholder feedback through the creation of online feedback forms, questions for stakeholder meetings, and development of meeting agendas, etc.).
- Synthesize stakeholder feedback in a brief memorandum (if WaterNow is able to attend these meetings virtually or review notes or content from these conversations).

Wellington Tasks

- Provide input on the preferred format and organization of the stakeholder engagement meetings.
- Facilitate scheduling conversations, as needed.
- Provide Spanish-language translation support in preparation for stakeholder meetings (translation of agenda, etc.).
- Provide Spanish-language staff facilitation for conducting conversations with Spanish-language focused community stakeholder group.
- Host and facilitate all three conversations, as needed.

- Capture feedback offered through community conversations, as needed, including feedback shared in Spanish.

WaterNow Deliverables

- A memorandum summarizing the results of community stakeholder engagement.

Phase 6 | Finalize Outreach and Communications Toolkit (January)

WaterNow and Wellington will integrate the feedback and learnings from Phase 5 community stakeholder engagement sessions to finalize the next iteration of the outreach and communications toolkit in English and Spanish.

Objectives:

- Provide Wellington with an outreach and communications toolkit to support implementation of Wellington's water use efficiency and conservation programming.
- Provide a toolkit which can be tailored for future use by Wellington.
- Integrate learnings from secondary round of stakeholder engagement to finalize the outreach and communications toolkit materials in English and Spanish.

WaterNow Tasks

- Incorporate community stakeholders' feedback in the next iteration of the outreach campaign toolkit.
- Incorporate Wellington's feedback into the final outreach and communications toolkit deliverable.

Wellington Tasks

- Provide Spanish-language translation support for outreach and communications toolkit.
- Review and provide timely feedback on the final iteration of the outreach and communications toolkit.

WaterNow Deliverables

- Final draft of outreach and communications toolkit for Wellington's water use efficiency and conservation programming.

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Cody Bird, Planning Director
Subject: Ordinance No. 12-2022: An Ordinance Conditionally Annexing the Lamb Annexation into the Town of Wellington

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

EXECUTIVE SUMMARY

The owner of property approximately 0.57 acre in size located east of Sixth Street at the intersection of Sveta Lane (7840 Sixth Street) has submitted a petition for annexation to incorporate the property into the Town of Wellington. The same property was previously considered for annexation in 2020, and following recommendations from the Planning Commission and a public hearing by the Board of Trustees, the annexation was approved. After the approval, the Town was not provided with a signed annexation map to be recorded with the Larmier County Clerk and Recorder, and having not been recorded within 180 days from the date of approval, the annexation became void and of no effect. The owner has petitioned to again have the property annexed to the Town of Wellington.

The Board of Trustees passed Resolution No. 14-2022 on April 12, 2022 finding the annexation petition to be in substantial compliance with State and local requirements, referred the application to the Planning Commission for consideration, and established May 24, 2022 as the date for a public hearing to formally consider the annexation.

At the May 24, 2022 Board meeting, the Board of Trustees conducted the required public hearing. Public testimony was received, and the public hearing was closed. Following the public hearing, the Board voted to table consideration of Ordinance No. 12-2022 to the regular Board meeting of June 14, 2022.

- The record considered by the Board of Trustees at the May 24, 2022 public hearing consisted of the staff report information and the public testimony heard during the public hearing.
- A video recording of the May 24, 2022 public hearing is available for review on the Town's YouTube webpage at <https://www.youtube.com/watch?v=60lYcbOJ88s>.
- The attachments to the staff report from the May 24, 2022 meeting that are part of the record are included with this report for reference.

BACKGROUND / DISCUSSION

- Town staff and the Planning Commission have recommended annexing the property into the Town of Wellington.
- If the Board of Trustees approves annexing the property to the Town, a Town zoning district classification is assigned at the time of annexation.
- Town staff and the Planning Commission have recommended zoning the property C-3 Mixed Use Commercial. The Planning Commission's recommendation is based on the findings of fact included in the staff report to the Planning Commission at the May 2, 2022 meeting.

- The Board of Trustees should make specific and substantiated findings of fact to support its decision to assign zoning to a property annexed to the Town. Findings of fact are factors or matters that are considered by the Board in evaluating zoning, and factors determined by the Board to be important will be the basis for the Board's zoning decision for the annexed property.
- The Board may choose to adopt the Planning Commission's findings, may modify the Planning Commission's findings, or may adopt its own findings.
- The following are zoning factors and a brief explanation of each factor evaluated by Town staff and the Planning Commission:

1. **CHARACTER OF THE NEIGHBORHOOD:** *(Factual description of the application area and surrounding property as to general nature, conditions, age of structures, etc.).*
2. **ZONING AND USES OF PROPERTIES NEARBY:** *(Factual description of surrounding property as to existing zoning and land uses).*
3. **SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED:** *(How is the property currently zoned and what uses are allowed on the property? Are there uses suitable given surrounding zoning and site criteria? Are the current allowed uses the only ones that might be appropriate for this property?)*
4. **EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY:** *(Can the uses allowed in the requested district be good neighbors to existing development? This is a subjective question. The focus should be on facts, not fears, and should be based on issues that zoning can address)*
5. **LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED:** *(Factual information, but its importance may be somewhat subjective. A property may be vacant because the current zoning is unsuitable, but there may be other reasons not related to zoning. Some examples might be a glut of available property of the same zoning district, financing problems, land speculation, fragmented ownership, lack of available public services, or other development problems.)*
6. **GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE POSSIBLE DIMINUATION IN VALUE OF THE APPLICANT'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED ON THE APPLICANT IF THE REQUEST IS DENIED:** *(The protection of public health, safety, and welfare is the primary basis for zoning. The relationship between the property owner's right to use and obtain value from their property and the Town's responsibility to its citizens should be weighed.)*
7. **IMPACT OF THE PROPOSED DEVELOPMENT ON COMMUNITY FACILITIES:** *(Are water and sewer available for extension? How are roads impacted? Can other community facilities handle the increased development? Should be based on factual information referencing standards used to make the determination.)*
8. **OPPOSITION OR SUPPORT OF NEIGHBORHOOD RESIDENTS:** *(Neighborhood support or opposition is just one of the factors to be considered in a decision to approve or deny a zoning request. Other applicable factors should also be considered.)*
9. **CONFORMANCE OF THE REQUESTED CHANGE TO THE TOWN'S COMPREHENSIVE PLAN:** *(Does the request agree with the adopted plan recommendations? If not, is the plan out-of-date or are there mitigating circumstances which speak to the nonconformity?)*
10. **RECOMMENDATION OF PROFESSIONAL PLANNING STAFF:** *(Should be based on the preceding factors, adopted plans and policies, other technical reports which speak to the topic and staff's best professional judgement.)*



STAFF RECOMMENDATION

When considering an annexation, the Board of Trustees should take the following actions:

- Approve or deny the annexation request;
- Adopt findings of fact;
- Assign a zoning district classification; and
- Take action or postpone Ordinance No. 12-2022.

The below motion options #1, #2 and #3 were presented at the May 24, 2022 Board of Trustees meeting. Additional motion option #4 is included if the Board of Trustees desires to amend the ordinance included in the packet. Town staff is available to assist the Board with modifying any of the below motions or creating a new motion option to meet specific direction from the Board of Trustees.

Motion Options:

#1. Move to adopt Ordinance No. 12-2022 conditionally annexing the Lamb Annexation to the Town of Wellington, zoning the property C-3 Mixed Use Commercial, and updating the official maps of the Town.

#2. Remand the Lamb Annexation case to the Planning Commission for further consideration of _____ (insert specific topics for the Commission to consider and provide a recommendation).

#3. Move to continue consideration of annexation of the Lamb Annexation to a regular/special meeting of the Board of Trustees to be held _____ (month) _____ (day), 2022 at _____ (time) at the Wilson Leeper Center, 3800 Wilson Ave., Wellington, Colorado.

#4. Move to adopt Ordinance No. 12-2022 conditionally annexing the Lamb Annexation to the Town of Wellington, amending the ordinance to assign the zoning district classification for the property to _____ (insert zoning district classification) based on findings including _____, _____, and _____ (insert specific findings of fact), and updating the official maps of the Town.

ATTACHMENTS

1. Ordinance No. 12-2022
2. Location Map
3. Annexation Map
4. Master Plan
5. Annexation Impact Report
6. Applicant Narrative
7. Concept Only Site Plan
8. Staff Report to Planning Commission - 5/2/2022
9. Zoning Map
10. Zoning Table of Allowable Uses
11. Annexation Petition - Lamb Annexation
12. Response Letter - Poudre River Library District

TOWN OF WELLINGTON

ORDINANCE NO. 12-2022

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. 14-2022 on April 12, 2022 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 May 24, 2022 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 and 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).

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

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 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 no later than December 31, 2022, the property shall not be annexed and this annexation shall be void and of no impact on the property.
2. Pursuant to C.R.S. 31-12-115, the annexed area is hereby zoned as C3 – Mixed Use Commercial District.
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, Colorado and ordered published this ____ day of _____, 2022 and ordered to become effective 30 days from the date of publication.

TOWN OF WELLINGTON, COLORADO

By: _____
Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION – LAMB ANNEXATION

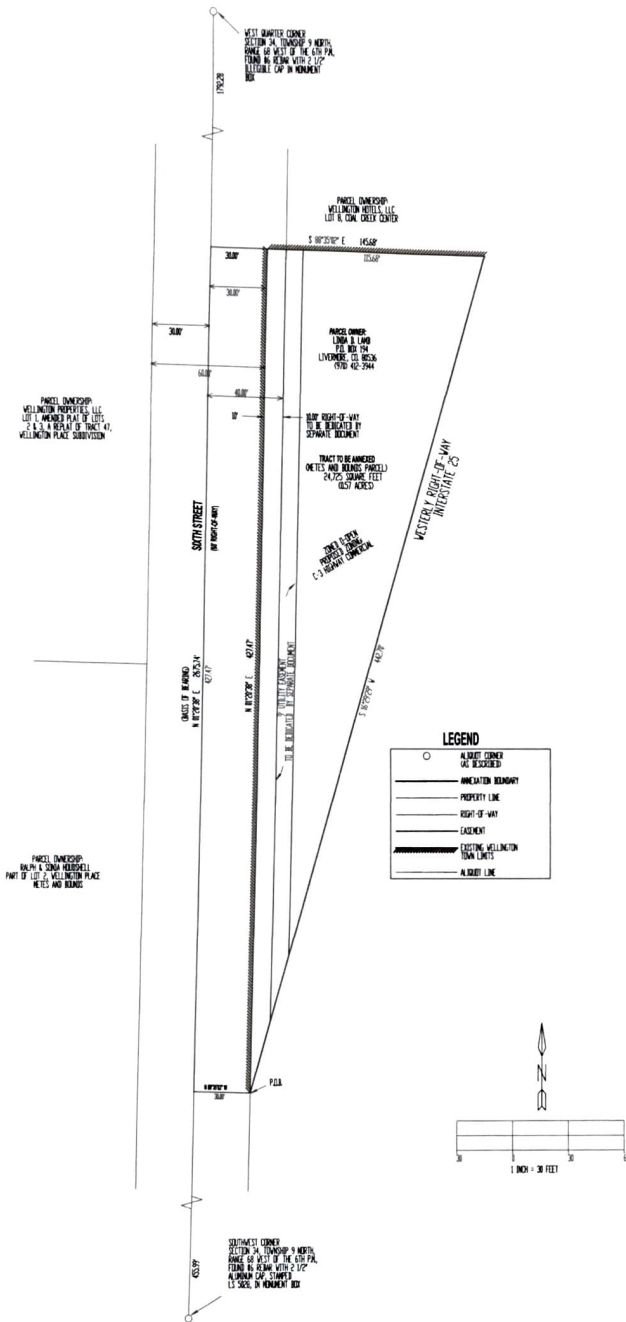
A tract of land situate in the SW 1/4 of Section 34, Township 9 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the West line of said SW 1/4 as bearing North and with all bearings contained herein relative thereto is contained within the boundary lines which begin at 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.

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



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 PRINCIPAL MERIDIAN, 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 89°50'00" EAST WITH ALL BEARINGS RELATIVE THEREON;

THENCE NORTH 89°50'00" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 650.00 FEET;

THENCE SOUTH 89°50'00" EAST A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 89°50'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH STREET, A DISTANCE OF 650.00 FEET;

THENCE SOUTH 89°50'00" EAST A DISTANCE OF 105.68 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF INTERSTATE 25;

THENCE SOUTH 89°50'00" WEST ALONG THE WESTERN RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 105.68 FEET TO THE POINT OF BEGINNING;

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 16.725 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

APPROVAL OF PLANNING AND ZONING COMMISSION

THIS PLAN TO BE ANNEXED AS LAND ANNEXATION WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF WELLINGTON, COLORADO, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2002.

ACCEPTANCE BY THE BOARD OF TRUSTEES

THIS PLAN TO BE ANNEXED AS LAND ANNEXATION IS APPROVED AND ACCEPTED TO THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO, BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2002.

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 _____, COLORADO, ON THE _____ DAY OF _____, 2002, AND IS CORRECTLY RECORDED IN BOOK NO. _____, PAGE NO. _____.

DEPUTY _____ RECORDER _____

SURVEYOR'S NOTES:

1. THIS ANNEXATION PLAN WAS PREPARED WITH THE BENEFIT OF AERIAL PHOTOGRAPHS, TITLE COMMITMENT NO. 002-1040-000, WATER RIGHTS NO. 002-1040-000, AND THE BEST AVAILABLE RECORDS. THE SURVEYOR HAS CONDUCTED A FIELD SURVEY OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS DESCRIBED AS FOLLOWS: (SEE LEGAL DESCRIPTION OF AREA TO BE ANNEXED).
2. ACCORDING TO COLORADO LAW, YOU MUST COME INTO POSSESSION OF THE PROPERTY AND TAKE POSSESSION OF THE PROPERTY WITHIN 90 DAYS OF THE DATE OF THE SURVEY. IF YOU DO NOT COME INTO POSSESSION OF THE PROPERTY WITHIN 90 DAYS OF THE DATE OF THE SURVEY, THE SURVEY WILL BE VOID.
3. THIS ANNEXATION PLAN IS VALID ONLY IF IT HAS BEEN RECORDED AND SIGNED BY THE SURVEYOR.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE IN US SURVEY FEET.
5. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY. THE INFORMATION REPORTED HEREON WAS TAKEN FROM OTHER SURVEYS AND RECORDS.

SURVEYOR'S CERTIFICATE

I, ROBERT J. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAN WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THE PLAN IS AN ACCURATE REPRESENTATION OF THE PROPERTY AND THE INFORMATION REPORTED HEREON WAS TAKEN FROM OTHER SURVEYS AND RECORDS.

ROBERT J. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR (00000)

DATE: _____

CONTIGUITY INFORMATION:

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

TOTAL PERIMETER CONTIGUOUS WITH EXISTING TOWN LIMITS = 5430.00 FEET

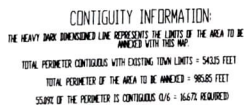
TOTAL PERIMETER OF THE AREA TO BE ANNEXED = 1650.00 FEET

SOURCE OF THE PERIMETER IS CONTIGUOUS C/S = 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 PRINCIPAL MERIDIAN, IS ASSUMED TO BEAR NORTH 89°50'00" EAST AND IS MONUMENTED AS INDICATED.

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



THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M. IS ASSUMED TO BEAR NORTH 00°20'38" EAST AND IS MONUMENTED AS INDICATED.

ROBERT L. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38353



Annexation Impact Report
for
Lamb Annexation

Report Prepared: April 26, 2022
Public Hearing Scheduled: March 24, 2022

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 the Wellington Comprehensive Plan 2021 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 is intended to be annexed into the Town under the C3 – Mixed Use Commercial District. The intended use of the Subject Property is redevelopment for business/retail 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 Mixed Use Commercial District and the intended use is business/retail.

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**

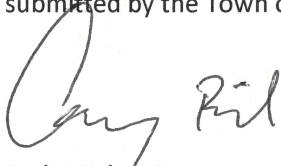
The Subject Property is currently within the boundaries of the following districts:

- 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 – Mixed Use Commercial District. The intended use of the property is business/retail. 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

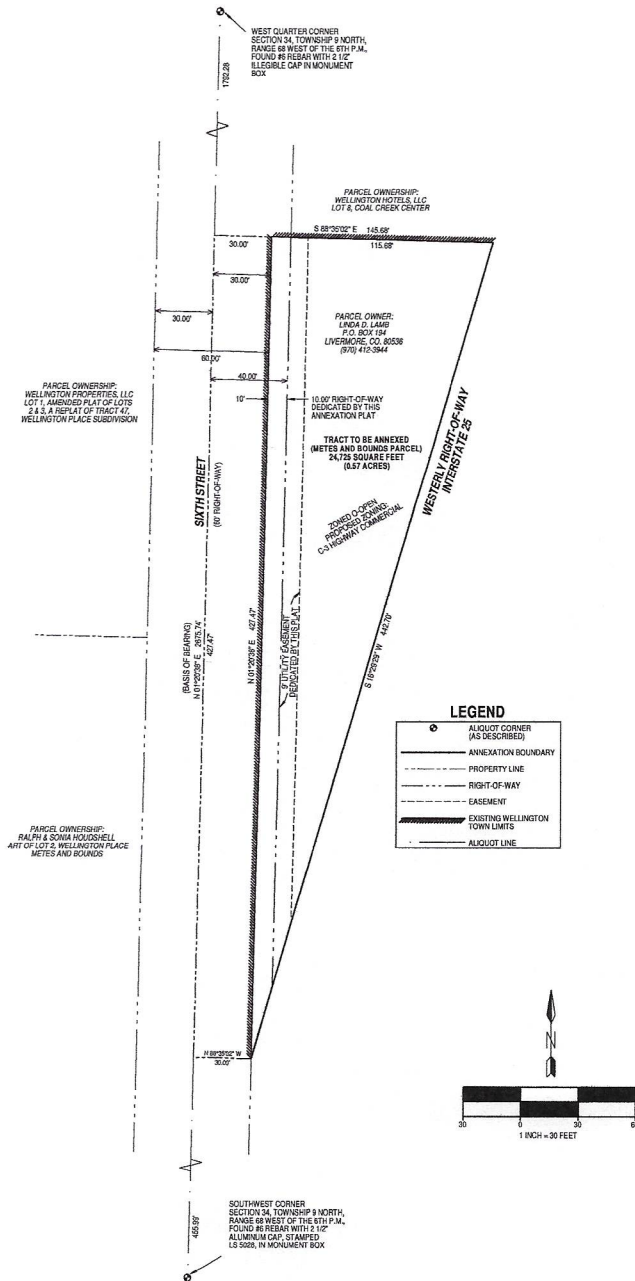
A tract of land situate in the SW 1/4 of Section 34, Township 9 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the West line of said SW 1/4 as bearing North and with all bearings contained herein relative thereto is contained within the boundary lines which begin at 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.

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



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°20'30\"/>

APPROVAL OF PLANNING AND ZONING COMMISSION

THIS PLAT TO BE KNOWN AS LAMB ANNEXATION WAS APPROVED BY ACTION OF THE PLANNING 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 _____ 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 _____ M. THIS ____ DAY OF ____ A.D., 2019, AND IS RECORDED IN PLAT BOOK NO. _____, FILM NO. _____
RECEPTION NO. _____
DEPUTY _____ RECORDER _____

SURVEYOR'S NOTES:

1. THIS ANNEXATION PLAT WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE COMMITMENT NO. F848383-DTOW, 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 RELIES EXCLUSIVELY UPON SAID TITLE COMMITMENT FOR RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
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 BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS ANNEXATION PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
5. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY. THE INFORMATION DEPICTED HEREON WAS TAKEN FROM OTHER SURVEYS AND DEEDS.

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-SIXTH (1/6) 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 #38253

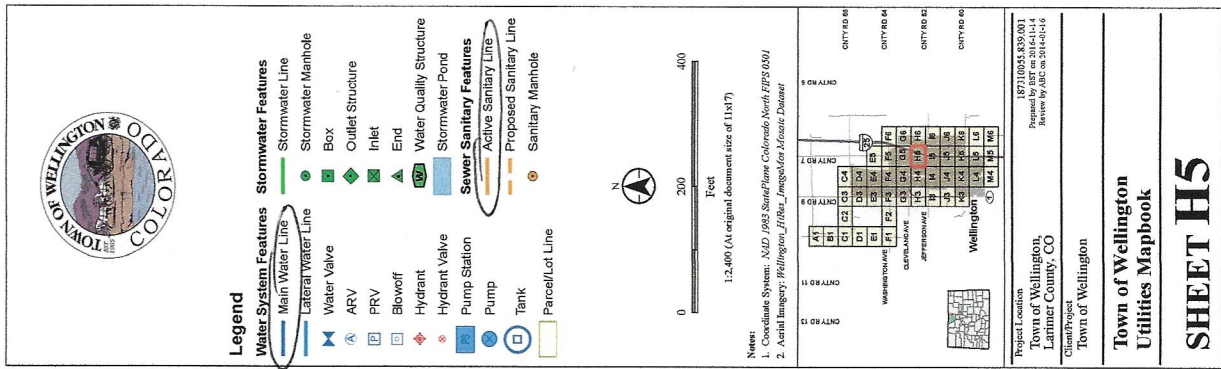
DATE _____

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
55.99% OF THE PERIMETER IS CONTIGUOUS (1/6 = 16.67% REQUIRED)

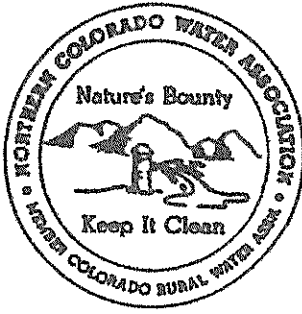
BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH P.M., (ASSUMED TO BEAR NORTH 01°20'30\"/>



Disclaimer: The Town of Wellington assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases the Town of Wellington, its officers, employees, consultants and agents, from any and all liability arising in any way from the content or omission of the data.

Wellington, CO 80554
 2014-01-14
 Revised: 2014-01-14 by J. Baker



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.

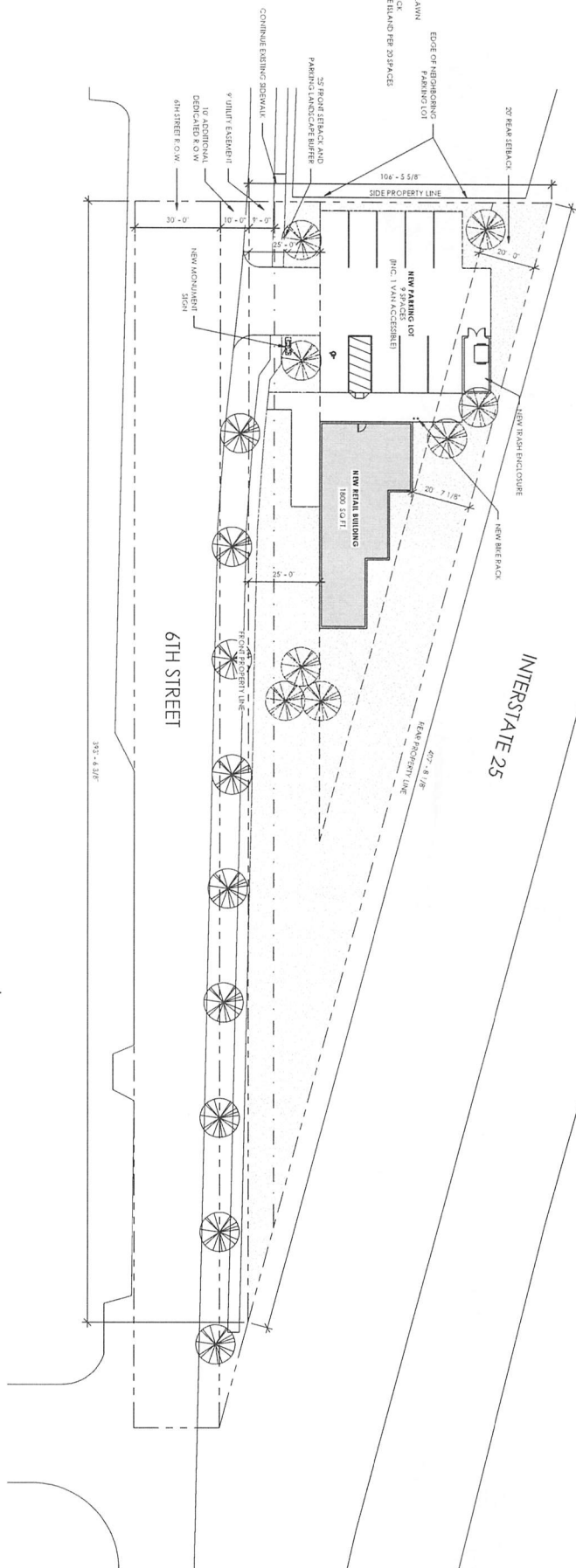
Sincerely,

Cort Nickel, P.E.
General Manager

This property, located at 7860 W 6th St., is currently going through the annexation process in the Town. The applicant requests that the property be zoned C-3 Highway Commercial. The applicant believes that zoning classification is appropriate based on following reasons:

- 1) The entire block on the east side of 6th, from Cleveland Ave south, is zoned C-3. This is not a situation where zoning would be feathering to ensure a transition from more intense to less intensive use. The subject property would be an outlier if that consistent C-3 zoning pattern were not continued.**
- 2) Per the Wellington zoning code, the C-3 zoning district is useful in “transitioning from the highway to adjacent lower density neighborhoods”. The subject property is one of the closest properties to the Interstate in the entire Town. It has no frontage road or access ramp which distances it from the roadway. The C-3 zoning designation on this property helps the Town maintain this stated objective of the code. There is no proximity to residential units west of 6th street.**
- 3) The C-1 zoning designation has been used by the Town as the de facto transitional zoning to transition between more intensive Commercial C-3 uses and Residential uses in the town. All property directly across 6th Street is actually zoned C-1. There is not a single Residentially zoned property on 6th Street south of Roosevelt.**
- 4) The lot has configuration and size limitations but this is true regardless of the zoning designation assigned to the property. The onus is on the applicant to meet the design standards of the Town with any proposed use. The envisioned use is a convenience type use not requiring a drive through. A preliminary, conceptual site plan has been developed and is included with this application.**

C-3 HIGHWAY COMMERCIAL STANDARDS
FRONT SETBACK 25
REAR SETBACK 25
SIDE SETBACK 10
MINIMUM BUILDING HEIGHT 45
MINIMUM LOT AREA 1.1
PARKING: RETAIL 1 PER 200 SF
AC-COVERED 1 PER 250 SF
SIDE SETBACK 10
BUE = 25' MIN. (1)
LANDSCAPE STRIPES 4' 42" IN O.W. TREELAND
MIN. 20% LANDSCAPE AREA
PARKING LOT LANDSCAPING 1 TREE/BLAND PER 20 SPACES
TREELAND = MIN. 10' WIDE



1 CONCEPT SITE PLAN
SCALE: 1" = 20'-0"
N

Concept Plan

A0-0

LODESTONE DESIGN GROUP

1006 5TH STREET, SUITE 200
FREDERICK, CO. 80530
PHONE: 303-800-8633
mobile@lodestone-design.com
www.LodestoneDesign.com

COMMERICAL SITE DEVELOPMENT
NEW RETAIL BUILDING
7840 SIXTH STREET
WELLINGTON, COLORADO

PROJECT # 220010
DRAWING TITLE
SITE PLAN

DATE	1-16-22
DRAWN	CHIEF
LOG	JVS
ISSUE RECORD	DATE
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The information shown on this drawing is the property of Lodestone Design Group. It is to be used only for the project and site shown. It is not to be reproduced or used for any other project without the prior consent of Lodestone Design Group.



Planning Commission Meeting

Date: May 2, 2022
Submitted By: Cody Bird, Planning Director
Subject: Consideration of Annexation and Zoning Request - Lamb Annexation - 7840 Sixth Street

EXECUTIVE SUMMARY

The owner of a property approximately 0.57 acre in size located east of Sixth Street at the intersection of Sveta Lane has submitted a petition for annexation to incorporate the property into the Town of Wellington. The same property was previously considered for annexation in 2020, and following recommendations from the Planning Commission and a public hearing by the Board of Trustees, the annexation was approved. After the approval, the Town was not provided with a signed annexation map to be recorded with the Larimer County Clerk and Recorder, and having not been recorded within 180 days from the date of approval, the annexation became void and of no effect. The owner has petitioned to again have the property annexed into the Town of Wellington.

The Board of Trustees on April 12, 2022 passed Resolution No. 14-2022 finding the annexation petition to be in substantial compliance with State and local requirements and found that the property meets the eligibility requirements of State Statutes. The resolution also established the date for a public hearing to consider the annexation on May 24, 2022. The Board of Trustees referred the proposed annexation to the Planning Commission for review and to form a recommendation on the annexation. If annexation is recommended, a recommendation for zoning is also needed.

BACKGROUND / DISCUSSION

The property owner, Linda Lamb, has submitted a petition for annexation to incorporate approximately 0.57 acre of land at 7840 Sixth Street into the Town of Wellington.

1. Existing Conditions:

- The property is approximately 0.57 acre in size and has an existing 1,300 sq. ft. modular home originally established in 1976. The building has been vacant for a number of years, and was previously used for a professional office.
- The property is located at the south end of the Sixth Street commercial corridor. Interstate 25 is adjacent to the east side of the property. North of the property is a hotel, and west of Sixth Street is a veterinary clinic, floodplain/open space, a single-family residence, and a mixed use commercial development.
- Vacant parcels west of Sixth Street are likely to continue to be developed for commercial uses or mixed uses.
- Sixth Street is narrow adjacent to this parcel and to the south. The street section is in need of being widened. Coal Creek drainage also intersects at Sixth Street, and the south portion of the annexation property is impacted by floodplain. Additional drainage and floodplain impacts will require future consideration as part of a site plan review and development proposal.

2. Proposed Development:

- The owner is requesting the property be zoned C-3 Mixed Use Commercial District (formerly C-3 Highway Commercial District prior to recent updates to the Land Use Code).



- The size and shape of the property will limit development to a single lot. The applicant has provided a conceptual only site plan to demonstrate the ability to develop the site for uses allowed within the C-3 zoning district. The Concept Site Plan is attached.
- The site and existing building may be redeveloped following site plan review approval and proper building permits.

3. Planning Considerations:

- The property is within the Town's Growth Management Area (GMA) and is within the identified 3-mile plan adopted by the Town. Land within the GMA and 3-mile plan are areas which are likely to be incorporated into the Town and urban services provided.
- Urban services including Town water and sanitary sewer can be extended to serve the property. There is sufficient capacity within the adjacent public utilities to serve the site. Public utilities necessary to serve the site can be designed and installed at the time of site plan review or building permits.
- There are adequate public roads to provide access to the property. Additional right-of-way and easements along Sixth Street are required to be dedicated at the time of annexation. The owner has agreed to make the dedications and is preparing documentation necessary for right-of-way and easement dedications.
- Road widening and turn lanes in accordance with applicable Town standards will be a consideration at the time of site plan review.
- Re-use or redevelopment of the property will bring a new commercial property into the Town and contribute to commercial property tax and sales tax revenues.
- Re-investment into the existing property will help to improve the appearance of a highly visible property near the entrance to the community.

4. Zoning Considerations:

- The applicant has requested the property be zoned C-3 Mixed Use Commercial District (formerly C-3 Highway Commercial District prior to recent updates to the Land Use Code).
- When the Board of Trustees considered and approved annexation of this property in 2020, the property was assigned a zoning district designation of C-1 Community Commercial District. Considerations for assigning the C-1 zoning designation was based on the lot size and shape not being suitable to accommodate the scale of development generally located within the C-3 zoning district (then Highway Commercial District) and also meet required parking, circulation and landscaping requirements. The applicant has provided the attached Concept Site Plan to illustrate how the property could be redeveloped to meet requirements.
- A zoning map is included with this report identifying the existing zoning of adjacent and surrounding properties.
- The zoning Table of Allowable Uses (Section 4.02 of the recently updated Land Use Code) is attached for reference.
- The applicant has also provided a brief narrative explaining their desire for the requested C-3 zoning district (Applicant Narrative, attached).

When evaluating the appropriateness of zoning for an annexation property, the Planning Commission should consider findings of fact. The below findings are provided as a guideline for matters which may be considered by the Planning Commission. Matters that are determined by the Commission to be important will be the basis for the Commission's recommendation to the Board of Trustees.

1. CHARACTER OF THE NEIGHBORHOOD: *(Factual description of the application area and surrounding property as to general nature, conditions, age of structures, etc.).*



- The annexation property is a 0.57 acre property located east of Sixth Street near the intersection with Sveta Lane.
- Sixth Street is a major collector roadway. The annexation property has direct access to Sixth Street.
- The site is located adjacent to Interstate 25 and is visible from Interstate 25.
- Properties north of the annexation property on the east side of Sixth Street are developed for commercial uses and primarily support highway travelers. Existing businesses include a hotel, fast food establishments with drive thrus, an urgent care facility and a banking/lending institution.
- Properties on the west side of Sixth Street are developed for a mix of residential uses and businesses that largely support local residents. Existing developments west of Sixth Street include single-family attached townhomes, medical offices, dentist offices, a veterinary clinic and small scale retail.
- There is a farmhouse west of Sixth Street across from the annexation property built in 1916 and is in fair condition.
- South and west of Jefferson Avenue and Sixth Street is a commercial center that includes a neighborhood grocery store, a general merchandise store, and a number of smaller retail, service and dining establishments.

2. ZONING AND USES OF PROPERTIES NEARBY: *(Factual description of surrounding property as to existing zoning and land uses).*

- Existing zoning and land uses adjacent to the proposed rezoning area are as follows:

Surrounding Zoning and Land Uses

Direction	Zoning	Land Use
North	C3 – Mixed Use Commercial District	Hotel Fast Food with drive thrus Urgent Care Facility
East	N/A	Interstate 25
South	N/A – Frontage Road C3 – Mixed Use Commercial District	Grocery and general merchandise Retail, Service and Dining
West	TR – Transitional District C1 – Community Commercial District	Farmhouse Veterinary Clinic Floodplain/Open Space Vacant C1 parcels

3. SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED: *(How is the property currently zoned and what uses are allowed on the property? Are there uses suitable given surrounding zoning and site criteria? Are the current allowed uses the only ones that might be appropriate for this property?)*

- The property is presently in unincorporated Larimer County and is zoned O – Open Zone District.
- The property is an enclave (completely surrounded by Town of Wellington). The County does not provide utility services to this property to a level of service that supports commercial development.



- Restricting the property to the County O – Open Zone District limits the ability of the property to be developed for commercial uses that may otherwise be suitable for the location.
- Properties north of the area along Sixth Street include quick-serve restaurants, drive-thrus, fuel sales, lodging and other uses that support vehicle traffic traveling on Interstate 25.
- The requested C3 – Mixed Use Commercial District designation would allow additional uses intended to support highway traffic and visitors to the community that are currently restricted on the property.

4. EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY: *(Can the uses allowed in the requested district be good neighbors to existing development? This is a subjective question. The focus should be on facts, not fears, and should be based on issues that zoning can address)*

- The requested C3 – Mixed Use Commercial District zoning allows a wide range of business uses that are intended for automobile-oriented uses and to preserve multiple modes of transportation. Uses are intended to transition down to lower intensity neighborhood districts.
- The property is adjacent to Sixth Street and has direct access to Sixth Street. Improvements are needed for Sixth Street to ensure traffic needs are satisfied in accordance with Town standards. However, vehicular traffic entering and exiting the site will have limited impacts on adjacent properties. Traffic generated by development of the property would have a southbound left turn lane to access the site and primarily right turns exiting the site to get back onto Sixth Street and back to Interstate 25.
- The lot size and shape of the annexation property will limit the size of development. There are some uses allowed with the C3 zone district that would not be possible to locate on the property.
- Uses that generate significant traffic may result in vehicles parking on the adjacent hotel parking lot to the north. A cross-lot access and shared parking agreement could help to alleviate potential adverse impacts to the property to the north.

5. LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS

ZONED: *(Factual information, but its importance may be somewhat subjective. A property may be vacant because the current zoning is unsuitable, but there may be other reasons not related to zoning. Some examples might be a glut of available property of the same zoning district, financing problems, land speculation, fragmented ownership, lack of available public services, or other development problems.)*

- Being in unincorporated Larimer County, the property has always had a County zoning designation. The site was formerly used as a business office for Northern Colorado Water Association, and was established under the County zoning and building regulations. The building has been vacant for many years, estimated to have been vacated around 2004-2005 when Northern Colorado Water Association moved their office location north to near Owl Canyon Road.
- Zoning may not be the only reason the property has remained vacant. Redevelopment of the site could be limited by the size and shape of the property.
- Other development/redevelopment factors that could contribute to the length of time the property has been vacant may include no water connection (Northern Colorado Water Association previously served, but has since abandoned the line to this location), private septic system, limited parking area and no paved parking lot and no sidewalks.



- The existing building would also likely need renovations to be suitable for most commercial uses and the cost to rehabilitate or remove may be a contributing factor to the length of time the property has remained vacant.
- The south portion of the property is impacted by floodplain and will need to be resolved for the property to develop. Mitigating floodplain and addressing needed drainage can be a deterrent to development.
- Improvements to Sixth Street and drainage are anticipated in order to redevelop this site. Since developers are responsible for financing improvements necessitated by their site, the costs of public improvements may be an additional factor in the length of time the property has remained vacant.

6. GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE POSSIBLE DIMINUATION IN VALUE OF THE APPLICANT'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED ON THE APPLICANT IF THE REQUEST IS DENIED: *(The protection of public health, safety, and welfare is the primary basis for zoning. The relationship between the property owner's right to use and obtain value from their property and the Town's responsibility to its citizens should be weighed.)*

- If the zoning is approved for C3 – Mixed Use Commercial District and allowed uses result in increased vehicle traffic, the adverse impacts of traffic will have to be mitigated by making improvements to the roadway.
- Applying a different zoning designation may have the effect of allowing uses that do not generate the same volume of traffic as uses allowed in the C3 zone district.
- Changing the zoning to allow a wider range of commercial uses could increase opportunities for expanding the town's commercial tax base which can in turn support overall town fiscal health.
- Changing the zoning of the property could also facilitate redevelopment of the site to improve the overall appearance at a highly visible location.

7. IMPACT OF THE PROPOSED DEVELOPMENT ON COMMUNITY FACILITIES: *(Are water and sewer available for extension? How are roads impacted? Can other community facilities handle the increased development? Should be based on factual information referencing standards used to make the determination.)*

- Municipal water and sewer infrastructure are currently available near the site, and are capable of being extended to accommodate uses permitted within the C3 District.
- Sixth Street improvements, stormwater conveyance and pedestrian sidewalk connections have been identified as needed adjacent to this property. Impacts of increased commercial development will need to address these concerns as part of a site plan review and development approval process.
- Police and fire protection are already provided to serve the site. Allowing C3 zoning may allow some uses that could result in increased need for emergency services. A redevelopment proposal may need to evaluate the emergency services needs for the specific use at the time of site plan review.
- Parks and library services are not expected to experience a significant increase in use as a result of the rezoning.
- Development of commercial uses permitted within the C3 District would not be expected to result in an increase in school enrollment.



8. OPPOSITION OR SUPPORT OF NEIGHBORHOOD RESIDENTS: *(Neighborhood support or opposition is just one of the factors to be considered in a decision to approve or deny a zoning request. Other applicable factors should also be considered.)*

- The Planning Commission will need to consider any public testimony presented to it at the public meeting.
- The Board of Trustees also has a scheduled public hearing for May 24, 2022 and will need to consider public testimony provided during the public hearing.

9. CONFORMANCE OF THE REQUESTED CHANGE TO THE TOWN'S COMPREHENSIVE PLAN: *(Does the request agree with the adopted plan recommendations? If not, is the plan out-of-date or are there mitigating circumstances which speak to the nonconformity?)*

- The future land use component of the Comprehensive Plan identifies the area around the subject property as Downtown Neighborhoods. At the time the Comprehensive Plan was adopted (August 2021), the intent of the Downtown Neighborhoods was to allow limited business uses which would have been suitable to be intermixed with residential properties. Through the course of updating the Land Use Code, it was determined that business uses should be further restricted within the Downtown Neighborhoods District.
- Due to the changes in Land Use Code update process, the future land use designation identified for the subject property may not be appropriate. The Commercial or Mixed Use categories as identified in the Comprehensive Plan may be found to be more suitable for the subject property.

10. RECOMMENDATION OF PROFESSIONAL PLANNING STAFF: *(Should be based on the preceding factors, adopted plans and policies, other technical reports which speak to the topic and staff's best professional judgement.)*

- Town staff suggests that the preceding findings can support the owners request for zoning the property C-3 Mixed Use Commercial District, and in particular:

Finding 1: The existing neighborhoods along Sixth Street are primarily commercial. Properties on the west side of Sixth Street are zoned C-1 Community Commercial District and properties east of Sixth Street are zoned C-3 Mixed Use Commercial District (formerly C-3 Highway Commercial District before recent updates to the Land Use Code). Existing developed sites north of the annexation property are generally compatible with the automobile-oriented nature of the C-3 zone district. Sixth Street is a major collector roadway intended to accommodate a higher volume of traffic. The annexation property has direct access to Sixth Street, so increased traffic to the site would not be expected to detrimentally impact surrounding properties provided any Sixth Street improvements needed are improved at the time of site development.

Finding 2: Existing zoning and land uses adjacent to the property and surrounding the property are generally compatible. Properties east of Sixth Street are generally more intensive C-3 zoning uses. Properties west of Sixth Street are zoned C-1 and includes a mix of business and mixed use developments that provide a transition from the higher intensity C-3 uses to the residential neighborhoods further west.



Finding 5: Zoning alone may not be the only reason the property has remained vacant. Allowing a new zoning district that could facilitate redevelopment of the site could have positive benefits to clean up the site, improve the Sixth Street roadway, and increase the community's commercial tax base.

STAFF RECOMMENDATION

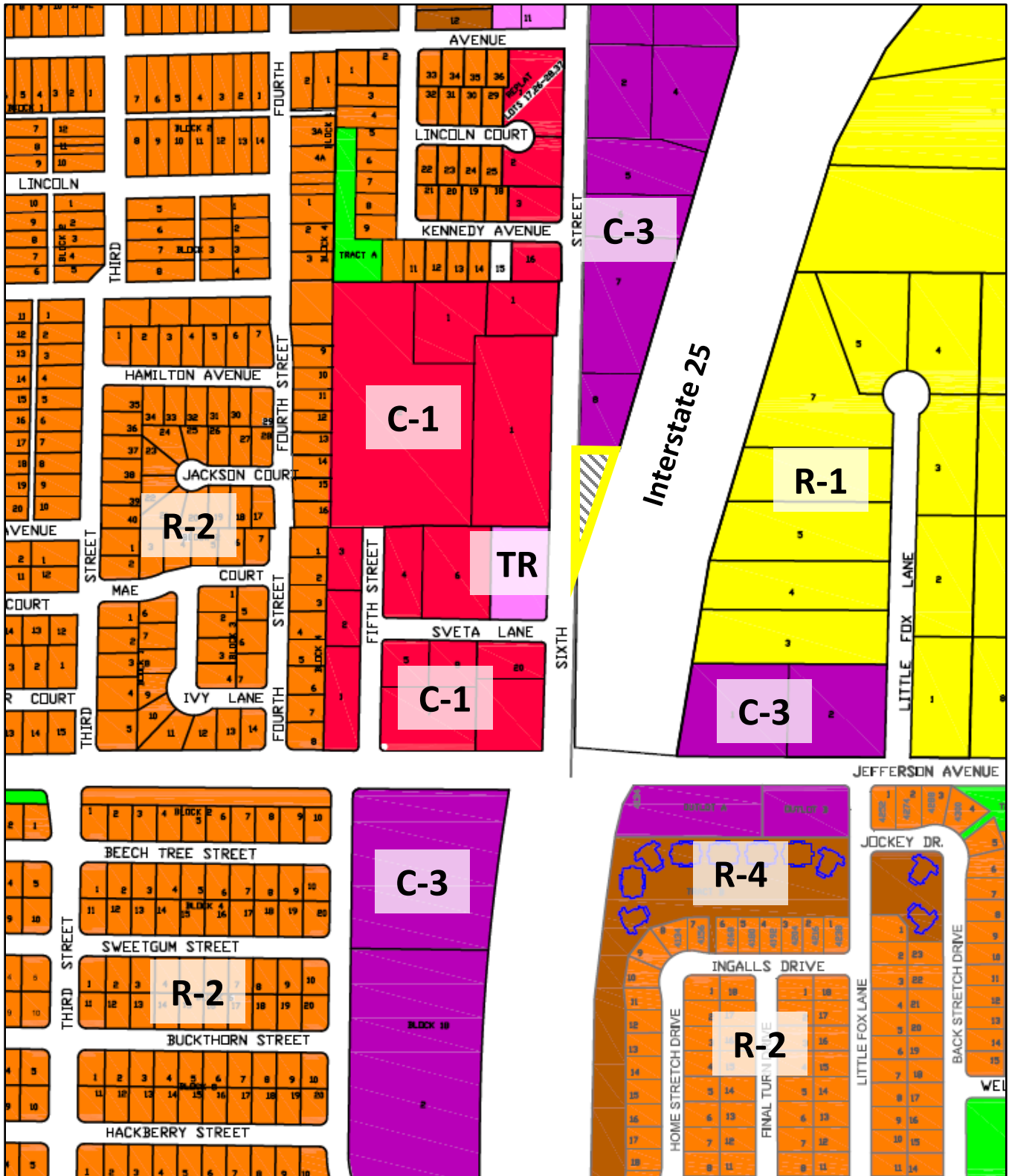
Move to forward a recommendation of approval to the Board of Trustees to annex the Lamb Annexation into the Town of Wellington and to amend the official zoning map of the Town to include the annexation as C3 – Mixed Use Commercial District based on the analysis and findings contained in the staff report.

ATTACHMENTS

1. Location Map
2. Annexation Map
3. Master Plan
4. Concept Site Plan
5. Zoning Map
6. Zoning Table of Allowable Uses
7. Applicant Narrative
8. Annexation Petition - Lamb Annexation

Zoning Map

Lamb Annexation



4.02 Table of Allowable Uses

This article shall follow the requirements established in **Table 4.02-1, Table of Allowable Uses**.

Table 4.02-1 Table of Allowable Uses													
Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Residential													
Manufactured Home	P	P	P		P	P							Y
Mixed-Use Dwelling					C		P	P	P				
Multi-Family Dwelling				P					P				Y
Single-Family Attached Dwelling	C		P	P	P								Y
Single-Family Detached Dwelling	P	P	P	P	P								
Group Living / Lodging													
Bed and Breakfast	C	C		C	C		C						
Boarding and Rooming House				C	C				P				Y
Group Home		P	P	P	P	P			P				
Hotel/Motel							P	C	P	P			
Long-Term Care Facilities				C			C		P				
Agriculture													
Agriculture	P	P									C		
Greenhouse/Nursery									P	P			
Stable	P	P											Y

Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Commercial / Office													
Animal Services													
Kennel	C								P	P			Y
Veterinary Facilities, Large animals	P								C	C	P		Y
Veterinary Facilities, Small animals	P						P		P	P			Y
Food													
Brew Pub, Distillery Pub, or Limited Winery							P	P	P	P			Y
Food Catering									P	P			
Grocery Store							P	C	P	C			Y
Restaurant, Fast Food							P		P	C			Y
Restaurant, Fast Food with Drive-Thru							C		P	C			Y
Restaurant, Sit-down							P	P	P	P			Y
Entertainment / Recreation													
Adult Entertainment Establishments											P		Y
Art Studio					C		P	P	P	P	P		
Bar/Tavern							P	P	P	P	P		Y
Club/Lodge							P	C	P				
Entertainment Facility							P		P				
Golf Course	P	P	P						C			P	Y
Nightclub									P	P	P		Y
Recreational Entertainment, Indoor							P		P	P		P	
Recreational Entertainment, Outdoor							P		P	P			Y
Tourist Facilities								P	P			P	

Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Retail Sales / Personal Services													
Building and Landscaping Materials Supply							C		C	P	P		
Child Care Center					C		P	P	P				
Convenience Store							P	P	P	P			Y
Convenience Store with fuel sales							P		P	P			Y
Financial Institution							P	C	P				Y
Health and Membership Club							P	C	P	P			
Pawn Shop							P		P	P			Y
Personal Services					C		P	P	P	C			
Print Shop									P	P			
Retail Store							P	P	P				Y
Office													
Professional Office					C		P	P	P	P			
Automotive													
Car Wash							P		P	P	P		Y
Heavy Equipment Sales and Rental	C										P		Y
Motor Vehicle Dealership									P	P			Y
Motor Vehicle Repair, Heavy											P		Y
Motor Vehicle Repair, Light							P		P	P	P		Y
Motor Vehicle Storage										P	P		
Service Station							C		P	P	P		Y
Marijuana													
Medical Marijuana Store									P				Y
Retail Marijuana Store									P				Y

Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Industrial / Natural Resources													
Auction	C									P	P		
Brewery, Distillery, or Winery							C	C	P	P	P		Y
Commercial Dry Cleaning Facility										C	P		
Contractor and Contractor Storage										C	P		Y
Industrial and Manufacturing, Heavy											P		Y
Industrial and Manufacturing, Light									C	P	P		Y
Mini-Storage Facility									C	P	P		Y
Research and Development									C	C	P		
Resource Extraction	C										P	C	Y
Wholesale Distribution, Warehousing, and Storage										P	P		
Workshop							C	C	P	P	P		Y
Institutional / Civic / Public													
Death Care Services													
Cemetery	P	P										P	Y
Funeral Services							C		P	P			Y
Education													
College							P	C	P	P		P	
School												P	
Technical School							P	C	P	P		P	Y
Assembly													
Community Facility		P	P	P	P		P		P	P		P	
Religious Land Use	C	P	P	P	P		P		P	P			
Government / Non-Profit													
Civic Space	P	P	P	P	P		P	P	P	P		P	
Public Facilities	C						C	C	C	C	C	P	

Use	Zoning District												
	Open	Residential					Commercial			Industrial		Misc.	Use Specific Standards
	A	R-1	R-2	R-3	R-4	MH	C-1	C-2	C-3	LI	I	P	
Medical													
Medical Care Facility									P	P			
Medical Office							P	C	P				Y
Infrastructure													
Transportation / Parking													
Airport											C	C	Y
Off-Street Parking Facility							C	P	C	P	P	P	Y
Transit Facilities									P			P	
Communications													
Communication Facility	C									C	C	C	Y
Wireless Telecommunications Facility	C									C	C	C	Y
Waste-Related													
Recycling Facility											P		
Salvage Yard											C		Y
Solid Waste Facility											C	C	Y
Accessory Uses													
Accessory Building	P	P	P	P	P	P							Y
Accessory Dwelling Unit	P	P	P		P				P				Y
Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	Y
Home Occupation	P	P	P	P	P	P		P	P				Y

**PETITION FOR ANNEXATION OF UNINCORPORATED TERRITORY
IN THE COUNTY OF LAIRMER, STATE OF COLORADO
TO THE TOWN OF WELLINGTON, COLORADO**

LAMB ANNEXATION

The undersigned, in accordance with Article 12, Title 31, CRS, as amended, hereby petition the Town Board of the Town of Wellington, Colorado, for annexation to the Town of Wellington the incorporated territory more particularly described below, to be known as **Lamb Annexation**, and in support of said Petition, the Petitioners allege that:

1. It is desirable and necessary the following described territory be annexed to the Town of Wellington, Colorado;

See Attached Exhibit "A"

2. Not less than one-sixth (1/6) of the perimeter of each of the parcel(s) proposed to be annexed are contiguous with the Town of wellington, Colorado;
3. A community of interest exists between the territory proposed to be annexed and the Town of Wellington, Colorado;
4. The territory to be annexed in urban or will be urbanized in the near future;
5. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Wellington, Colorado;
6. The signature of the Petition: (i) comprise of the landowners of more than fifty percent (50%) of the territory in the area proposed to be annexed, exclusive of streets, alleys and/or rights of way; and (ii) and hereby request that the Town of Wellington approve the annexation of the area proposed to be annexed;
7. No land help in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless said tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising of .87 acre and which, together the building and improvements situated thereon has an assessed value in excess of One Hundred Ninety Thousand and Seven Hundred Dollars (\$190,700) for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.

8. No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;
9. The area proposed to be annexed is located within Larimer county, the Poudre R-1 school District, Wellington Fire Protection District, the Northern Colorado Water Conservancy District, Boxelder Stormwater District, and the Health District of Northern Larimer County;
10. The mailing address of each signer, the legal description of the land owner by each signer and the date of signing of each signature are all shown on this petition;
11. Accompanying this petition are four (4) copies of the annexation map containing the information required under the Town of Wellington Annexation Submittal Checklist.
12. The territory to be annexed is not presently a part of any incorporated city, city and county, or town;
13. The undersigned and the Town intend on entering into and Annexation and Development Agreement with the Town of wellington prior to the effective date of this annexation, the terms and conditions of which agreement shall be additional conditions as effectively as if set forth in full in this petition.
14. Unless otherwise agreed upon by petitioners and the Town of Wellington in the Annexation and Development Agreement, the undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map;

- a. Water rights shall be provided pursuant to Town ordinance;
 - b. The territory to be annexed shall be included in the Municipal Sub-district of the Northern Colorado Water Conservancy district;
 - c. The owners shall participate in providing drainage plans and improvements and payment of a unit drainage fee as may be required by the Town for the area;
 - d. Future development of the property shall be subject to payment of the capital expansion fees pursuant to the Wellington Municipal code;
 - e. The undersigned and the Town may enter into a Pre-Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effective as if set forth in this petition;
 - f. Future provision of electrical services within the annexed territory are subject to a surcharge as provided in the Wellington Municipal Code; and
 - g. Any development within annexed territory shall comply with the Town of Wellington Comprehensive Master Plan.
15. Petitioners reserve the right to withdraw the Annexation Petition at any time prior to the effective date of the ordinance annexing the property.
16. The Petition of annexation may be executed in multiple counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one and the same document.

Therefore, the undersigned hereby request that the Town of Wellington approve the annexation of the area described.

In addition of the annexation, the undersigned request the zoning of C-3 Highway Commercial for the above described property.

EXECUTED this 15th day of March, 2022

Owner(s):

Linda Lamb

By:


Linda Lamb

Title: _____

Address: PO Box 37

Wellington, CO 80549

STATE OF COLORADO)

) SS

COUNTY OF LARIMER)

The foregoing Petition of Annexation was subscribed and sworn to before me this 15th day of March A.D., 2022, by Linda Lamb as owner of property.

Witness my hand and official seal.

My commission expires:

June 14, 2023



Notary Public

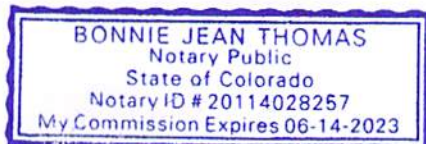


Exhibit "A"
Property Description
Lamb Annexation
To the Town of Wellington

TR IN SW OF 34-9-68, BEG 452.93 FT N OF SW COR SD SEC; TH N 430.48 FT; TH
E 146.47 FT; TH S 15 08' 20" W 445.96 FT; TH W 30 FT TPOB; LESS CNTY RD
ROW ON W 30 FT

May 9, 2022

Cody Bird, Planning Director
Town of Wellington
PO Box 127
Wellington, CO 80549

Bob Overbeck, Larimer County Assessor
200 W. Oak Street, 2nd Floor
PO Box 1190
Fort Collins, CO 80522

Via Email: birdca@wellingtoncolorado.gov Via Email: overbebc@larimer.org

Re: Request for Comments from Poudre River Public Library District Regarding
Lamb Annexation Described in Town Board of Trustees Resolution 14-2022.

Dear Cody and Bob:

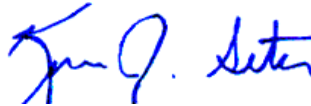
Thank for the opportunity to comment on the proposed annexation of the Lamb Parcel which is identified on page 2 (the “**Property**”).

Poudre River Public Library District does not object to the annexation of the Property into the corporate boundaries of the Town of Wellington. However, the Library District reminds you that the annexation of the Property to the Town does not automatically remove it from the boundaries of the Library District or its tax rolls. Please see, *Board of Trustees of the Town of Wellington v. Board of Trustees of Fort Collins Regional Library District*, Colorado Court of Appeals No. 08CA2458 (July 09, 2009).

Thank you for attention to this matter. Please contact me if you have any questions or concerns or would like to discuss removal from the Library District under C.R.S. § 24-90-106.5.

Sincerely,

SETER & VANDER WALL, P.C.



Kim J. Seter

cc: Poudre Library Board of Trustees
Diane LaPierre, Executive Director

{00596568}

Cody Bird, Bob Overbeck

Re: Request for Comments from Poudre River Public Library District Regarding Lamb Annexation Described in Town Board of Trustees Resolution 14-2022.

May 9, 2022

Page 2 of 2

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 5226102 Coloradoan 04/22/2022

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Kelly Houghteling, Deputy Town Administrator
Subject: ADA Special Accommodations Funding Request for 4th of July

- **Presentation:** Kelly Houghteling, Deputy Town Administrator and Stephanie Anderson, Human Resource Manager

EXECUTIVE SUMMARY

On May 17, 2022, two Town staff members attended a training session to become ADA Coordinators. Since that time, our team has worked quickly to create an avenue for the public to request ADA Special Accommodations. To date, we have received five special accommodation requests for various events in town and worked with legal counsel and CIRSA to provide a response. Staff is seeking direction on the items below that require additional funding that is currently not within the 2022 Town Budget.

BACKGROUND / DISCUSSION

Title II of the Americans with Disabilities Act (ADA) requires that the Town of Wellington has accessible events and follows all requirements. Although some requests may not be mandated per Title II requirements, staff wanted to inform the Board of the requests of our residents. The items below have been requested as ADA special accommodations. The request is for the Board to review the items along with their anticipated budget and approve or deny the expenditure. In addition, the Wellington Fire Protection District requires fire retardant certification for all tents, weighted bags and fire extinguishers for each tent.

Below is the cost breakdown:

Request 1: A shade structure on the parade route.

- Tent: \$262
- Fire Extinguisher: \$25
- Sandbag: \$10
- TOTAL: \$297

Request 2: Shade structure near the accessible porta-potty so those in line can be shaded while waiting.

- Tent: \$262
- Fire Extinguisher: \$25
- Sandbag: \$10
- TOTAL: \$297 x 3 (one for each of three ADA porta-potties) = \$891

Request 3: A Special Accommodation ADA tent, not too close to the stage with seating and water available.

- Tent: \$262
- Fire Extinguisher: \$25



- Sandbag: \$10
- Water: \$5
- Seating: Town has foldable chairs to provide.
- TOTAL: \$302

Request 4: An Emergency Tent for a cool down zone with 3 sides-closed, not facing the sun, equipped with water bottles, seating, and a mister fan.

- Tent: \$262
- Fire Extinguisher: \$25
- Sandbag: \$10
- Water: \$5
- Seating: Town has foldable chairs to provide.
- Mister Fan + Bucket: \$105
- TOTAL: \$407

Request 5: A fully enclosed tent with an adult changing station.

- Tent: \$262
- Fire Extinguisher: \$25
- Sandbag: \$10
- Adult changing station: Staff is working on a sponsorship with Good Health Will, who is willing to deliver a hospital bed for this request.
- TOTAL: \$297

TOTAL FUNDING REQUEST: \$2,194

Suggested Funding Source: Board Discretionary Fund, which has \$27,288 remaining in the budget.

Please note, this list does not include all special ADA Requests for the 4th of July, only items that have a cost and require Board of Trustees authorization.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve the ADA Special Accommodations request in the amount of \$2,194.
2. Approve the ADA Special Accommodations requests with amendments as the Board of Trustees deems appropriate.
3. Postponing is not an option due to the timeline of 4th of July, unless the Board of Trustees called a special meeting.
4. Vote to deny funding request.

ATTACHMENTS

None

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Patti Garcia, Town Administrator
Subject: Resolution No. 26-2022 - A Resolution of the Board of Trustees Appointing a Town Treasurer

- **Presentation: Patti Garcia, Town Administrator**

EXECUTIVE SUMMARY

The Town of Wellington Municipal Code at Section 2-3-30 requires that the Board of Trustees appoint a Town Treasurer. Upon the resignation of the former Finance Director/Town Treasurer, the Town contracted with Strategic Government Resources to retain Victoria Runkle to serve that position in an interim role. The Board of Trustees authorized the use of a firm to conduct the recruitment for the position; interviews were held on May 13, 2022 and Mayor Pro Tem Macdonald and Trustee Gaiter participated in the process. Charity Campfield was recommended by all interview groups, including Ms. Macdonald and Mr. Gaiter, to be the next Finance Director/Town Treasurer for the Town of Wellington. Ms. Campfield served the same role for the Town of Hudson and was also the Human Resources Director and Town Clerk.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 26-2022, A Resolution of the Board of Trustees Appointing a Town Treasurer
2. Approve Resolution No. 26-2022 with amendments as the Board of Trustees deems appropriate.
3. Postpone consideration of Resolution No. 26-2022 and provide guidance to staff as to requested modifications.
4. Vote to deny Resolution No. 26-2022.

ATTACHMENTS

1. Resolution 26-2022 Treasurer Appointment

TOWN OF WELLINGTON

RESOLUTION NO. 26-2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON
APPOINTING A TOWN TREASURER

WHEREAS, the Board of Trustees of the Town of Wellington, Colorado (the “Board”) has adopted and reenacted the Wellington Municipal Code; and

WHEREAS, Section 2-3-30 of the Code provides that the Board shall appoint a Town Treasurer; and

WHEREAS, the previous Town Treasurer resigned their position effective December 3, 2021; and

WHEREAS, Patti Garcia, Town Administrator was appointed as Town Treasurer until January 11, 2022; and

WHEREAS, Victoria (Vik) Runkle was appointed as Interim Town Treasurer on January 11, 2022 until a successor was appointed.

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

1. The Board of Trustees appoints Charity Campfield to serve as Town Treasurer.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 14th day of June, 2022.

TOWN OF WELLINGTON, COLORADO

Calar Chaussee, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Krystal Eucker, Town Clerk
Subject: Fermented Malt Beverage Liquor License Renewal - Mini Mart, Inc, d/b/a Loaf 'N Jug

EXECUTIVE SUMMARY

Liquor licensing in the State of Colorado is a dual licensing authority. Applications are submitted to the local licensing authority for review and approval and then submitted to the State of Colorado for approval. Regulations that govern liquor licensing are located in Title 44, Article 3 of the Colorado Revised Statutes.

BACKGROUND / DISCUSSION

Mini Mart Inc, d/b/a Loaf 'N Jug has submitted their annual renewal for their Fermented Malt Beverage liquor license. A review of the application found the establishment is in good standing with the Colorado Secretary of State, the establishment is current with sales tax and the Larimer County Sheriff's Office reported no issues directly related to the establishment's liquor license. The establishment has possession of the premise through ownership and there were no issues or concerns during a visual inspection of the premise.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve the Retail Liquor License Renewal Application.
2. Postpone to hold a hearing on the Renewal Application after the hearing is posted on the licensed premise for at least 10 days and notice has been provided to the applicant for at least 10 days prior to the hearing.
3. Deny the application for good cause. Good Cause for the purpose of denying a license renewal means:
 - a. The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of article 3 or any rules promulgated pursuant to article 3;
 - b. The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceedings;
 - c. Evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct.

Staff recommends option #1.

ATTACHMENTS

1. Retail Liquor Renewal Application - Mini Mart, Inc, d/b/a Loaf 'N Jug

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	96.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 146.25

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name MINI MART, INC.		Doing Business As Name (DBA) LOAF 'N JUG #750846	
Liquor License # 03-27943-0028	License Type FERMENTED MALT BEVERAGE OFF (COUNTY)		
Sales Tax License Number [REDACTED]	Expiration Date 06/24/2022	Due Date 05/10/2022	
Business Address 8211 6TH ST / WELLINGTON, CO 80549			Phone Number (970) 568-3778
Mailing Address 165 FLANDERS RD WESTBOROUGH, MA 01581-1032		Email [REDACTED]	
Operating Manager MELISSA ROWE	Date of Birth [REDACTED]	Home Address [REDACTED]	Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business JASON C. MELLO	Title LIC. COORD.
Signature 	Date 04/26/2022

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

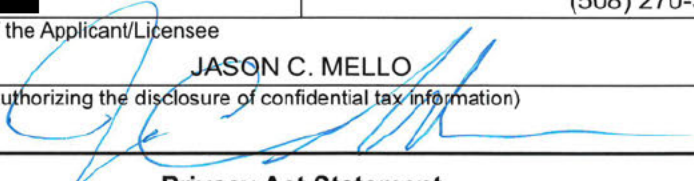
Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) MINI MART, INC.		Social Security Number/Tax Identification Number [REDACTED]	
Address 8611 6TH ST			
City WELLINGTON		State CO	Zip 80549
Home Phone Number [REDACTED]		Business/Work Phone Number (508) 270-3158	
Printed name of person signing on behalf of the Applicant/Licensee JASON C. MELLO			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 04/26/2022

Privacy Act Statement

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



EG AMERICA, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA 01581

May 5, 2022

**Re: Loaf N' Jug 750846 —
2022 LIQUOR LICENSE APPLICATION —
STATEMENT AS TO HISTORY OF SUSPENSIONS AND DENIALS**

To Whom It May Concern:

With respect to the above-referenced license application, Mini Mart, Inc. DBA Loaf N' Jug (the "Applicant") states that it is an affiliate of EG America, LLC, a Delaware limited liability company, which operates more than 1,600 retail locations in 31 states through various subsidiary companies (collectively, the "Affiliates") established as early as the 1960s or earlier.

From time to time, in the decades since then, Applicant and/or its Affiliates have received license-related citations that were resolved as warnings, fines, or temporary suspensions. Applicant and/or its Affiliates have also on occasion had an application withdrawn or denied, for reasons such as license quotas (in jurisdictions where the number of potential applicants exceeds the number of available licenses) or local regulatory restrictions (such as the proximity or density of other existing licensees).

Please contact Jason Mello at Jason.Mello@EG-America.com with any questions or concerns in this matter.

Sincerely,

EG AMERICA, LLC

Matthew T. Durand
Counsel, Legislative & Regulatory
Office of the General Counsel

BRAND	STORE	DATE OF VIOLATION	WHAT OCCURRED (Local Sting, Federal Sting, Board of Health)	PENALTY IMPOSED
Loaf N Jug	750087	03/18/21	Colorado Department of Revenue No 18855 sold tobacco to under 21 years of age	7 day suspension of malt beverage beer (actively suspended for 3 days 6/18/21 - 6/20/21. 4 days held in abeyance for 1 year.
Loaf N Jug	750006	04/22/21	State of Colorado Complaint #3115231-7; summons for court of Team Member. LNJ ordered to appear in court 06/18/21.	
Loaf N Jug	750037	07/16/21	FDA Warning Letter Reference 19CO169071A. @ 7:47 am sold to a minor	Unknown; Response letter sent 9/3/21
Loaf N Jug	750203	07/16/21	FDA Warning Letter Reference 21CO019238. Sold to a minor @ 8:52 am	Unknown; Response letter sent 9/8/21
Loaf N Jug	750058	09/24/21	2 violations: Colorado Dept of Revenue (Liquor & Tobacco Group), sold Alcohol to a minor	Fine in lieu of suspension
Loaf N Jug	750079	10/13/21	FDA 21CO042955 sold to a minor ENDS/E-Liquid; Response letter sent 12/03/21	Unknown

Store Name & Number		Store Address	City	State	Zip Code
Loaf N Jug	750001	2ND ST	Fowler	CO	81039
Loaf N Jug	750002	2050 Lake Ave	Pueblo	CO	81004
Loaf N Jug	750003	200 Main St	Walsenburg	CO	81089
Loaf N Jug	750005	1101 N. Main St	Springfield	CO	81073
Loaf N Jug	750006	4770 Drennan Rd	Colorado Springs	CO	80916
Loaf N Jug	750007	9028 S Woodman Way	Parker	CO	80134
Loaf N Jug	750008	2610 Santa Fe Dr	Pueblo	CO	81006
Loaf N Jug	750009	610 US Highway 24 S	Buena Vista	CO	81211
Loaf N Jug	750010	102 Highway 160 East	Alamosa	CO	81101
Loaf N Jug	750011	4901 N. Castleton Dr	Castle Rock	CO	80109
Loaf N Jug	750012	67 Gateway Cir	Berthoud	CO	80513
Loaf N Jug	750013	918 W 3Rd St	La Junta	CO	81050
Loaf N Jug	750014	1201 W Pueblo Blvd	Pueblo	CO	81004
Loaf N Jug	750015	243 E Us Highway 50	Avondale	CO	81022
Loaf N Jug	750016	101 N Main St	La Junta	CO	81050
Loaf N Jug	750024	4401 Hwy 165	Colorado City	CO	81019
Loaf N Jug	750025	4800 Thatcher Ave	Pueblo	CO	81005
Loaf N Jug	750026	260 E Hwy 24	Woodland Park	CO	80863
Loaf N Jug	750028	120 S Santa Fe Ave	Pueblo	CO	81003
Loaf N Jug	750033	2802 E Pikes Peak Ave	Colorado Springs	CO	80909
Loaf N Jug	750034	33 Montebello Rd	Pueblo	CO	81001
Loaf N Jug	750035	36031 Highway 50 East	Pueblo	CO	81006
Loaf N Jug	750037	3980 Ivywood Ln	Pueblo	CO	81005
Loaf N Jug	750038	1002 Bonforte Blvd	Pueblo	CO	81001
Loaf N Jug	750039	2505 S Chelton Rd	Colorado Springs	CO	80916
Loaf N Jug	750040	4335 Airport Rd	Colorado Springs	CO	80916
Loaf N Jug	750041	6857 Space Village Ave	Colorado Springs	CO	80915
Loaf N Jug	750042	1930 S Academy Blvd	Colorado Springs	CO	80916
Loaf N Jug	750043	9364 S. Jordan Rd.	Parker	CO	80134
Loaf N Jug	750045	3705 Drennan Rd	Colorado Springs	CO	80910
Loaf N Jug	750047	112 Fairgrounds Rd	Eagle	CO	81631
Loaf N Jug	750048	201 Main Street	Frisco	CO	80443
Loaf N Jug	750049	305 N 10Th St	Rocky Ford	CO	81067
Loaf N Jug	750050	1025 5Th St	Calhan	CO	80808
Loaf N Jug	750052	2405 W Northern Ave	Pueblo	CO	81004

Loaf N Jug	750053	6695 Galley Rd	Colorado Springs	CO	80915
Loaf N Jug	750054	912 Royal Gorge Blvd	Canon City	CO	81212
Loaf N Jug	750055	448 Highway 50 East	Salida	CO	81201
Loaf N Jug	750056	137 Manitou Ave	Manitou Springs	CO	80829
Loaf N Jug	750057	1107 S Main St	Lamar	CO	81052
Loaf N Jug	750058	300 N Main St	Lamar	CO	81052
Loaf N Jug	750059	415 Ambassador Thompson Blvd	Las Animas	CO	81054
Loaf N Jug	750064	707 Main St PO	Limon	CO	80828
Loaf N Jug	750065	2119 E 4Th St	Pueblo	CO	81001
Loaf N Jug	750066	317 E High St	Flagler	CO	80815
Loaf N Jug	750067	1525 W 4Th St	Pueblo	CO	81004
Loaf N Jug	750068	109 West 4Th Street	Hugo	CO	80821
Loaf N Jug	750069	519 W Hwy 24	Woodland Park	CO	80866
Loaf N Jug	750070	4001 Jerry Murphy Rd	Pueblo	CO	81001
Loaf N Jug	750071	1201 W 17Th St	Pueblo	CO	81003
Loaf N Jug	750073	2202 W 18Th St	Pueblo	CO	81003
Loaf N Jug	750074	31918 Hwy 96 East	Pueblo	CO	81006
Loaf N Jug	750075	1700 Santa Fe Dr	Pueblo	CO	81006
Loaf N Jug	750076	506 E Main St	Florence	CO	81226
Loaf N Jug	750078	2120 Oakshire Ln	Pueblo	CO	81001
Loaf N Jug	750079	420 Eagleridge Blvd	Pueblo	CO	81008
Loaf N Jug	750080	102 S Santa Fe Ave	Fountain	CO	80817
Loaf N Jug	750081	102 N Rubey Dr	Golden	CO	80403
Loaf N Jug	750082	14 W Spaulding Ave	Pueblo West	CO	81007
Loaf N Jug	750083	700 Warner Dr	Golden	CO	80401
Loaf N Jug	750084	1104 Pueblo Boulevard Way	Pueblo	CO	81005
Loaf N Jug	750085	136 S Purcell Blvd	Pueblo West	CO	81007
Loaf N Jug	750086	2810 Troy Ave	Pueblo	CO	81001
Loaf N Jug	750087	4125 W Northern Ave	Pueblo	CO	81005
Loaf N Jug	750091	5375 Airport Rd	Colorado Springs	CO	80916
Loaf N Jug	750092	1019 Space Center Dr	Colorado Springs	CO	80915
Loaf N Jug	750093	905 W Us Highway 50	Pueblo	CO	81008
Loaf N Jug	750094	16355 W 64Th Ave	Arvada	CO	80007
Loaf N Jug	750095	200 Lashley St	Longmont	CO	80501
Loaf N Jug	750097	173 Bulldogger Ln	Bailey	CO	80421

Loaf N Jug	750098	5825 N Academy Blvd	Colorado Springs	CO	80918
Loaf N Jug	750099	4095 Arrowswest Dr	Colorado Springs	CO	80907
Loaf N Jug	750202	1818 N Norwood Ave	Pueblo	CO	81001
Loaf N Jug	750203	2419 N Elizabeth St	Pueblo	CO	81003
Loaf N Jug	750601	7055 Alegre Cir	Fountain	CO	80817
Loaf N Jug	750801	1499 S Colorado Blvd	Denver	CO	80222
Loaf N Jug	750803	490 W Hampden Ave	Englewood	CO	80110
Loaf N Jug	750807	710 Copper Center Parkway	Colorado Springs	CO	80921
Loaf N Jug	750808	161 North Gate Blvd.	Colorado Springs	CO	80921
Loaf N Jug	750810	318 North College Avenue	Fort Collins	CO	80524
Loaf N Jug	750812	1601 South College Avenue	Fort Collins	CO	80526
Loaf N Jug	750813	7600 Westgate Drive	Fort Collins	CO	80528
Loaf N Jug	750818	263 Eastman Park Drive	Windsor	CO	80550
Loaf N Jug	750823	6140 E. Crossroads Blvd	Loveland	CO	80538
Loaf N Jug	750825	3733 E. Mulberry	Fort Collins	CO	80524
Loaf N Jug	750826	200 W. Horsetooth Road	Fort Collins	CO	80525
Loaf N Jug	750827	429 S. Mason	Fort Collins	CO	80524
Loaf N Jug	750846	8211 6th St	Wellington	CO	80549
Loaf N Jug	750848	1201 Main St	Windsor	CO	80550
Loaf N Jug	750850	1001 39Th Ave	Greeley	CO	80634
Loaf N Jug	750852	3200 23Rd Ave	Evans	CO	80620
Loaf N Jug	750858	1801 N College Ave	Fort Collins	CO	80524
Loaf N Jug	750867	783 W. Highway 64	Rangely	CO	81648
Loaf N Jug	750868	101 W Brontosaurus Blvd	Dinosaur	CO	81610
Loaf N Jug	750869	2441 W Victory Way	Craig	CO	81625

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

MINI MART, INC.

is an entity formed or registered under the law of Wyoming, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871417019.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/16/2022 that have been posted, and by documents delivered to this office
electronically through 05/17/2022 @ 14:26:02.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 05/17/2022 @ 14:26:02 in accordance with applicable law.
This certificate is assigned Confirmation Number 14027591.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Krystal Eucker, Town Clerk
Subject: Hotel and Restaurant Liquor License Renewal - Donjon LLC, d/b/a Wellington Grill

EXECUTIVE SUMMARY

Liquor licensing in the State of Colorado is a dual licensing authority. Applications are submitted to the local licensing authority for review and approval and then submitted to the State of Colorado for approval. Regulations that govern liquor licensing are located in Title 44, Article 3 of the Colorado Revised Statutes.

BACKGROUND / DISCUSSION

Donjon LLC, d/b/a Wellington Grill has submitted their annual renewal for their Hotel and Restaurant liquor license. A review of the application found the establishment is in good standing with the Colorado Secretary of State, the establishment is current with sales tax and the Larimer County Sheriff's Office reported no issues directly related to the establishment's liquor license. The establishment has possession of the premise through a lease agreement and there were no issues or concerns during a visual inspection of the premise.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve the Retail Liquor License Renewal Application.
2. Postpone to hold a hearing on the Renewal Application after the hearing is posted on the licensed premise for at least 10 days and notice has been provided to the applicant for at least 10 days prior to the hearing.
3. Deny the application for good cause. Good Cause for the purpose of denying a license renewal means:
 - a. The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of article 3 or any rules promulgated pursuant to article 3;
 - b. The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceedings;
 - c. Evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct.

Staff recommends option #1.

ATTACHMENTS

1. Retail Liquor Renewal Application - Donjon LLC, d/b/a Wellington Grill

Submit to Local Licensing Authority

**WELLINGTON GRILL
 3433 POLK CIRCLE WEST
 Wellington CO 80549**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$550.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name DONJON LLC		Doing Business As Name (DBA) WELLINGTON GRILL		
Liquor License # 14-72952-0000	License Type Hotel & Restaurant	Sales Tax License # [REDACTED]	Expiration Date 06/18/2022	Due Date 05/04/2022
Business Address 3724 CLEVELAND AVE Wellington CO 80549				Phone Number 9705684065
Mailing Address [REDACTED]			Email [REDACTED]	
Operating Manager Don Cones	Date of Birth [REDACTED]	Home Address [REDACTED]	Phone Number [REDACTED]	

- Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
 Are the premises owned or rented? Owned ☒ X ☐ Rented* * If rented, expiration date of lease **April 30, 2027**
- Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No
- 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No
- 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
<i>Joe Lopez</i>	<i>President</i>
Signature	Date
<i>[Signature]</i>	<i>5/1/2022</i>

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Douglas LLC</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address [REDACTED]			
City <u>Wellington</u>		State <u>CO</u>	Zip <u>80519</u>
Home Phone Number [REDACTED]		Business/Work Phone Number <u>970-568 4065</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Jon Comes</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>5/1/2022</u>

Privacy Act Statement

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Donjon llc

is a

Limited Liability Company

formed or registered on 05/09/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111271648 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/16/2022 that have been posted, and by documents delivered to this office electronically through 05/17/2022 @ 14:22:07 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/17/2022 @ 14:22:07 in accordance with applicable law. This certificate is assigned Confirmation Number 14027569 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Board of Trustees Meeting

Date: June 14, 2022
Submitted By: Krystal Eucker, Town Clerk
Subject: Special Event Liquor Permit - American Legion

- **Presentation:** Krystal Eucker, Town Clerk

EXECUTIVE SUMMARY

Regulations that govern special event liquor permits are located in Title 44, Article 5 of the Colorado Revised Statutes. The Town of Wellington approved Ordinance 12-2020 on June 9, 2020 which allows the local licensing authority to approve special event liquor permits and provide notification to the State of Colorado within 10 days instead of obtaining approval from the State of Colorado.

BACKGROUND / DISCUSSION

American Legion Wellington Post 176 has submitted an Application for a Special Event Permit to serve malt, vinous and spirituous liquor on July 4, 2022 at Centennial Park in Wellington, CO. The American Legion has submitted all documentation for the permit including the application, premise map and permission for use of the premise, non-profit status with the Colorado Secretary of State and the special event questionnaire.

Alcohol sales will take place on July 4, 2022 from 11:00 a.m. - 5:00 p.m. Alcohol will be donated and purchased for the event. All servers of alcohol will be TIPS certified and will be employees of the breweries or Cantina Liquor. Food from BBQ Love Shack, Leave it to Cleaver and Hog Wild BBQ will be available within the licensed premise along with a snack table. Security for the licensed premise will include deputies from the Larimer County Sheriff's Office and American Legion Volunteers.

Pursuant to C.R.S 44-5-106, public notice of the proposed permit application and of the procedure to protest the permit was posted on June 2, 2022 at the premise location. To date, there have been no protests to the Application for a Special Events Permit.

The Local Liquor Licensing Authority shall report approved or disapproved Special Events Permits to the Colorado Liquor Enforcement Division within 10 days.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve the Special Event Liquor Permit.
2. Postpone consideration of the Special Event Liquor Permit to a specific date and time and provide direction regarding additional information or amendments the Trustees would like to request for their further consideration.
3. Deny the application upon the grounds that the issuance would be injurious to the public welfare because of the nature of the special event, its location within the community, or the failure of the applicant in a past special event to conduct the event in compliance with applicable laws

Staff recommends option #1.

ATTACHMENTS

1. Special Event Liquor Application - American Legion Wellington Post 176

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be Nonprofit**
and One of the Following (See back for details.)

- | | | |
|---|--|--|
| ☐ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☐ Fraternal | ☐ Chartered Branch, Lodge Or Chapter | ☐ Political Candidate |
| ☒ Patriotic | ☐ Of A National Organization Or Society | ☐ Municipality Owning Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:
2110 ☒ Malt, Vinous And Spirituous Liquor	\$25.00 Per Day
2170 ☐ Fermented Malt Beverage	\$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate American Legion Wellington Post 176		State Sales Tax Number (Required) [REDACTED]	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 1514 Wellington, CO 80549		3. Address of Place to Have Special Event (include street, city/town and ZIP) Centennial Park 3815 Harrison Ave	
Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate Roy Cook	[REDACTED]	[REDACTED]	[REDACTED]
5. Event Manager Roy Cook	[REDACTED]	[REDACTED]	[REDACTED]
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? ☒ NO ☐ YES HOW MANY DAYS? _____		7. Is premises now licensed under state liquor or beer code? ☒ NO ☐ YES TO WHOM? _____	
8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No			

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	07/04/22	Date		Date		Date		Date			
Hours	From	9:00 a .m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.
	To	7:00 p .m.		To	.m.		To	.m.		To	.m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Roy W. Cook</i>	Title Post 176 Adjutant	Date 04/30/22
---------------------------------	-----------------------------------	-------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

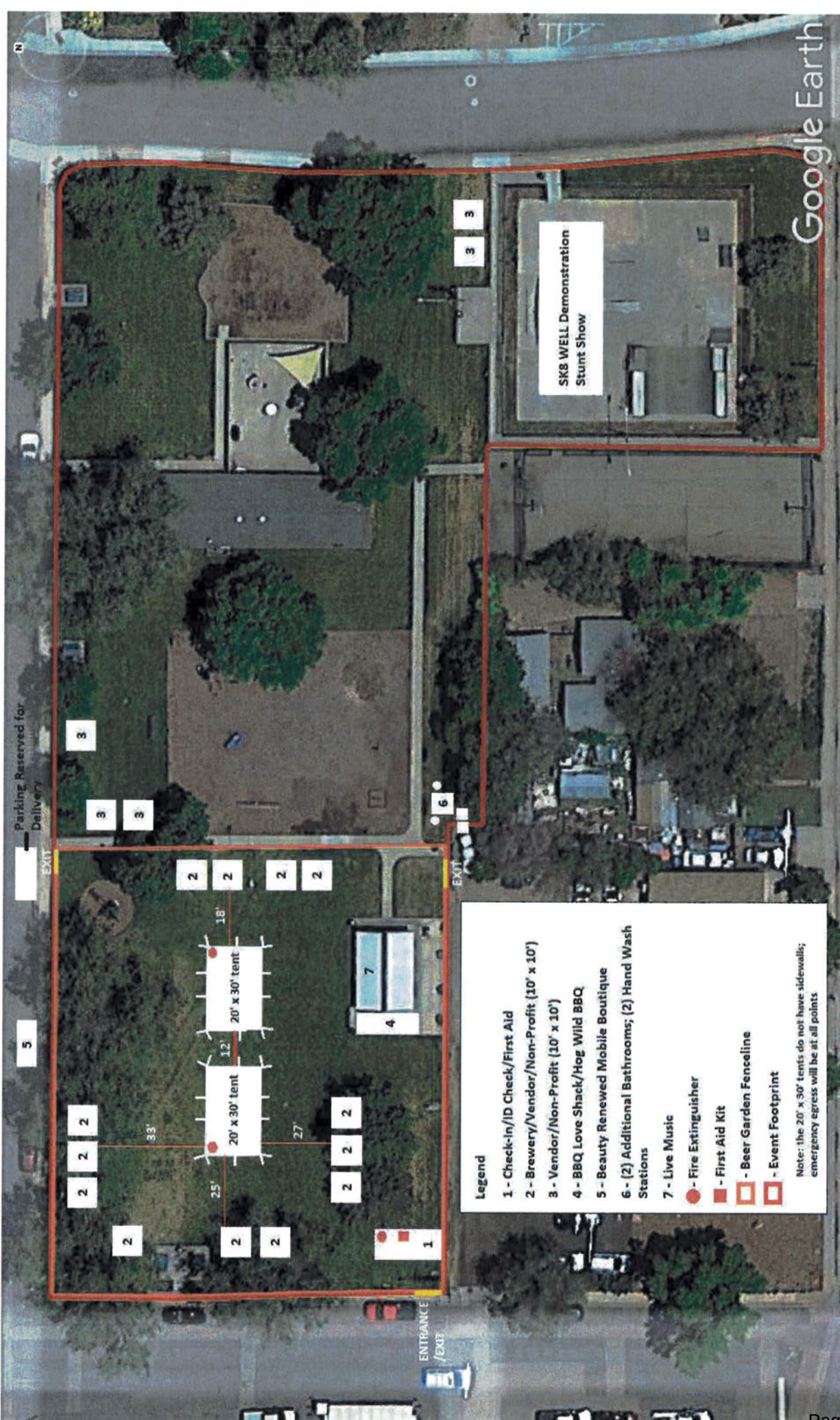
Local Licensing Authority (City or County)	☐ City ☐ County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$.

(Instructions on Reverse Side)





American Legion Post 176 <co.alp176@gmail.com>

4th of July Beer Garden at Centennial Park

Dean Campos <camposde@wellingtoncolorado.gov>
To: American Legion Post 176 <co.alp176@gmail.com>

Fri, May 20, 2022 at 11:32 AM

Hello Roy,

I approve Roy Cook as a representative from the American Legion to use Centennial Park on July 4th, 2022 for their event. This email will suffice in relation to approval of the reservation for Centennial Park. Ill connect with you next week to work through logistics in regards to fencing.

Thanks Roy and we look forward to the event!



Dean Campos

*Parks and Recreation
Manager*

Phone: (970) 568-7410

Email: camposde@
wellingtoncolorado.gov

Web: www.wellingtoncolorado.
gov

3735 Cleveland Ave,
Wellington, CO 80549



[Quoted text hidden]

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AMERICAN LEGION WELLINGTON CO POST 176

is a

Nonprofit Corporation

formed or registered on 03/27/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191271423 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/01/2022 that have been posted, and by documents delivered to this office electronically through 06/02/2022 @ 10:35:20 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/02/2022 @ 10:35:20 in accordance with applicable law. This certificate is assigned Confirmation Number 14064713 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



SPECIAL EVENTS PERMIT QUESTIONNAIRE

Date Submitted: 05/23/2022

Application Name (Line 1 of DR8439): _____

PLEASE FILL OUT **ONE** QUESTIONNAIRE FOR **EACH** EVENT LISTED IN THE APPLICATION.

1. Briefly describe your event. 4th of July Beer Garden and SK8 WELL Demonstration and Stunt Show at Centennial Park and Wellington Skatepark
2. How many people will be attending your event? We are expecting approximately 1,500 over the day.
3. During what hours will you be serving alcohol? 11am - 5pm
4. Describe what food will be available during all hours that alcohol will be served. We will have a BBQ Cookoff between three local bbq restaurants, we will also have a snack table with free food.
5. Who will be providing the food? BBQ Love Shack, Leave it to Cleaver, Hog Wild BBQ, snack table by MRock Creative and Trim Salon.
6. Identify who will be providing the alcohol. Alcohol will be provided by breweries attending the beer garden, and possibly wine and mixed drinks from Cantina.
7. Is the alcohol donated or purchased. We are expecting some of both.
8. Who will be serving the alcohol during the event and describe the alcohol service training of those serving. Alcohol will only be served by the breweries and liquor stores present with TIPS certified personnel.
9. Describe the procedures that will be used to monitor alcohol use, identify the age of purchasers and prevent alcohol from entering or leaving the designated area. We will limit those consuming alcohol to five drinks each. TIPS certified volunteers will be checking IDs. LCSO and Legion volunteers will ensure no alcohol leaves the fenced area.
10. How many volunteers will be assisting? 10-15
11. Identify the company and number of officers that have been contracted to provide security. We have submitted a request for three Larimer County Sheriff's Officers.
12. When was the last Special Event Permit issued for this applicant? July 4th, 2021

13. Please list all Special Events Permits issued for this organization for the current calendar year. Attach a separate sheet if needed. None

14. Is the location for the special permit requested within 500 feet of a school? Yes ☐ No ☒
If yes, will the school be in session during the event? Yes ☐ No ☐

15. Were there any compliance problems in the past event for which a special permit has been issued? If yes, explain what changes have been made to insure compliance for this event. None

16. Explain how and where the applicant will post in a conspicuous manner the license, permits, and notices required to be posted. All required paperwork will be posted at the entrance to the beer garden at the northwest corner of Centennial Park.

17. Identify and provide the cell phone number of the person who will be in charge and available during the event. Roy Cook; [REDACTED]

18. Attach a diagram showing the location of the Special Event and include ALL of the following:
- Linear dimension of each boundary and total square footage
 - Show the street and address closest to main entrance of the event
 - Show all entrances and exits
 - Describe the type and height of boundary barriers
 - Outline in bold the perimeter of the entire area in which alcohol will be stored, consumed and served and indicate on the diagram the location where alcohol will be stored and served
 - Directional Orientation (show North arrow)

Attach extra pages as necessary in order to complete the answers on this questionnaire.

I verify and affirm that I have read the foregoing application and all attachments, and that all information therein is true, correct and complete to the best of my knowledge. I understand that upon issuance of this Special Events Permit, it is my responsibility to manage the event as indicated on this questionnaire and comply with, and ensure that all volunteers and participants comply with, all provisions of the Colorado Liquor Code, state law, local ordinances and any other conditions placed on the issuance of this permit.

Roy W. Cook
Signature of Officer

American Legion Post 176 Adjutant
Title

[REDACTED]
Contact Email & Phone

05/23/2022
Date



BOARD OF TRUSTEES PLANNING CALENDAR

June 14, 2022 6:30 p.m.	Board of Trustees Regular Meeting
June 21, 2022	Colorado Municipal League Conference
July 5, 2022 6:30 p.m.	No meeting
July 12, 2022 6:30 p.m.	Board of Trustees Regular Meeting
July 19, 2022 6:30 p.m.	Board of Trustees Work Session
July 26, 2022 6:30 p.m.	Board of Trustees Regular Meeting
August 2, 2022 6:30 p.m.	No meeting
August 9, 2022 6:30 p.m.	Board of Trustees Regular Meeting
August 16, 2022 6:30 p.m.	Board of Trustees Work Session
August 23, 2022 6:30 p.m.	Board of Trustees Regular Meeting
August 30, 2022	No meeting

Future Work Session Topics:

FEMA Requirements - Records/Purchasing Policy/Grant Policy
Main Street presentation
Fee Schedule
Strategic Plan 2022-2024
Stormwater Master Plan
Transportation – projects and prioritization discussion

This document is subject to change without notice



BOARD OF TRUSTEES PLANNING CALENDAR

Additional Events:

June 11, 2022 – Wellington Community Clean Up – 10am – 2pm

June 15, 2022 – Interviews for Parks, Recreation & Culture Advisory Board Members – 5 pm @ Leeper

June 17, 2022 – Water Treatment Plant Groundbreaking – 6 pm

June 21-24, 2022 – Colorado Municipal League Conference - Breckenridge

This document is subject to change without notice